



CITY COUNCIL MEETING AGENDA  
TUESDAY AUGUST 16, 2022

**6:30 PM REGULAR MEETING**

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

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

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

- a. Approval of City Council Workshop Minutes from the July 27, 2022, City Council Workshop.
- b. Approval of City Council Minutes from the August 2, 2022, Regular City Council Meeting.
- c. Approval of Accounts Payable (Batch # 1; Checks Numbered 21388-21421).
- d. Second Quarter Financial Report (For Information Only)

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

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

7. West Hennepin Public Safety – Director Gary Kroells: Presentation of the July 2022 Activity Report.

8. Approval of MnDOT Master Partnership Contract for the Highway 12 Light Maintenance.

- a. **RESOLUTION NO. 22-0816-01** – Considering approval of the Master Partnership Agreement.

9. Steve Bohl (Applicant) and Clifford L Otten Trust (Owner) request that the City consider the following actions for the properties generally located at 2236 South Lake Shore Drive, Independence, MN (PID No's. 24-118-24-14-0005, 24-118-24-11-0009 and 24-118-24-11-0012):

- a. **RESOLUTION NO. 22-0816-02** – Considering approval of a comprehensive plan amendment to allow the subject property to be re-guided to the RR-Rural Residential zoning district.
- b. **ORDINANCE 2022-05:** Considering rezoning of the subject property from AG-Agriculture to RR-Rural Residential.
- c. **RESOLUTION NO. 22-0816-03** – Considering approval of a preliminary plat for the proposed subdivision of the property into 28 single-family lots with a minimum lot size of 1 acre.

10. Open/Misc.

11. Adjourn.

MINUTES OF A WORK SESSION OF THE  
INDEPENDENCE CITY COUNCIL  
WEDNESDAY, JULY 27, 2022 – 7:00 AM.  
(ZOOM)

Work Session City Council Minutes 07-27-22 draft

1. CALL TO ORDER.

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

2. ROLL CALL

PRESENT: Mayor Johnson, Councilors Betts, Spencer, Grotting, and McCoy  
ABSENT: None  
STAFF: City Administrator Kaltsas, Assistant City Administrator Simon, Public Works Director Bode  
VISITORS: WHPS Chief Kroells, ABDO Viktoriya

3. General Administration

- a. 2023 Draft Budget Discussion
  - o City Budget and General Tax Levy

Most of our big numbers come from fire and police. Fairly significant in proposed increase in public safety. <2% raise in the city budget. Waiting on Loretto and Delano numbers for fire. With our projected budget, we have a couple place holders in here that we will continue refining. It would be better if the market values through our assessor were more real world instead of trying to play catch up. There is a huge increase in tax capacity. Cost of wages, materials, etc. We have never touched inflation. We have some catch up to do as well. Trying to project this year but also looking forward to next year.

Slide on tax capacities – we have gone up 22% overall in percentage change 9.5 in the county.

Marvin asked about the interest rate increase and the decrease in sales. There will be some fluctuations. Kaltsas- There is no longer multiple bidding but there is still a huge deficit in the number of houses in demand. We won't see this change for another couple years if anything.

Grotting – We have seen a definite shift. Last numbers were 20% down on "Pendings" and last year's "Solds" showing evidence of stagflation concept. Increase in interest rates cooling the market significantly. Continued increase in the prices. It's a strange

mix. People are pumping the breaks on future projects, move up purchases. Adopting a “wait and see” situation.

Kaltsas – What it does to our rates, we have been consistent since 2015 in a stable tax rate. You wouldn’t see a change in taxes on the city side if your house remained current value. You can see now this year with the increase we have projected a budget with a 9% increase and our rate is doing down significantly. What happens to our tax rates for our residents next year and how do we want to look at that? It will probably be a flattening in the next 2 years. We had the highest rate of inflation last month and that doesn’t happen often.

This table shows how lean we operate.

Johnson – Are those their actual budget numbers?

Kaltsas - It’s only 2022, and I don’t yet have the next years. It shows how lean we run, comparable to Greenfield without any Police force. Corcoran & Dayton have different growth rate.

Spencer- The taxable market value is increasing. It goes up in construction and new homes, and we are spreading it among more people. Now we are spreading it with our current residents. I don’t want to see using this 20% raise to jump the budget significantly. I think we can use it wisely to cover some of the things we have been needing to catch up. I appreciate the budget remaining pretty flat. Grotting- agreed.

Kaltsas- Thinking longer-term strategy, I’m thinking about future growth. A huge 300,000sqft commercial warehouse space application was just brought to us. This would help us to impact the taxes. Often is looking (30) \$2 mill houses. Bryan Johnson is looking at another piece of their property. Hartman/Jerde tree farm will probably develop and other developments coming in the future. This gives comfort as we move forward to capture market growth to spread across a bigger base. This year we are doing a comp study on wages since the timing is right. We put a 10% placeholder on all wages to give us the opportunity to look at the budget and see what the study shows. Administrative category balances out with the staffing changes. We increased spending categories mostly in Public Works materials by 5% to help accommodate the price increases, normally a 3% increase. Thirdly, there’s a placeholder for a project doing jointly with Medina and Orono on Townline Rd for a full bed next year in a range of \$350k, which has increased about 20% since initially discussing it. The cities will share that as a 1/3. We have \$25k that was donated by Deer / Eagle Ridge, which is not enough. We would use some of our seal coat budget for 2023 to help offset that. \$40-50k in the Public Works to not eat up all of our road budgets. We have a small road fund of \$45k small city assistance which is not guaranteed. Public Works has been flat at \$60k for 5 years, and we are increasing to \$75k to buy with cash. \$280k increase in our budget for Police and Fire budgets. We have some tools that we can utilize if we choose. One of them – ARPA (covid money) we are still in a grant process for high-speed internet money. We do have grant money we wrote off 100% for Public Safety. We could write down this policy increase this year with the ARPA fund (\$100k) to buy down the budget. The backside we don’t know what it does next year for us.

Johnson – What is the AG credit grant?

Viktoriya- It’s always surprise on January 1st that was given to us by the state for \$62k that is not guaranteed any year. We’re hoping we’ll get it again.

Spencer- If we were to use some ARPA money to help offset, would that be subsidizing some of it for Maple Plain?

Kaltsas – Just for our budget.

Spencer - If the capital improvement didn't go up as much slowly over the next couple of years and pick up some shortfall.

Kaltsas – We could get our 9% year over year down by funding it.

Spencer - We are getting behind every year. But if we chunked \$100k / yr,

Kroells – It will help, but not as much as what we think. It would reduce it 20-25k.

Spencer - You never really had a capital improvement budget, so we are really behind.

Johnson – Any surplus we have should go to the capital.

Kaltsas – If we did an infusion between the two cities, buy down ours and put it in the capital fund using our own money rather than doing anything with MP. We can earmark it for our capital fund and pay our piece of WHPS costs. We pay 70% of the buydown anyway. We will put it in a fund and pay this year and next year's surplus. The ARPA money we successfully wrote off 100% that is clear and free to do whatever we want with it. We will have to use a little bit of it here and there and with the garage. Utility costs are a little higher than expected. We have \$400k to play with. If we get the Mediacom grant that we applied for but won't know until the end of the year, that could be another \$100-200k.

Johnson – Those are some excellent points to consider.

Grotting – A construction estimate was done for gas and power; it's going up \$8-9/ft after August. (Xcel Energy) Anything you can lock in now, is really smart.

McCoy – It would be smart to soften the impact on the residents to use some of the ARPA funds but not all of it the first year, maybe spread it out over the next couple of years and by then we will have more houses to spread it across.

Kaltsas – We need a 2-year bridge, not a 1-year bridge. We flattened and now we need to increase. What do we want to set out tax rate increase by? We try to stay 3-5% in our year over year budget but we're projecting a 8-9% increase. We can lower our tax rate significantly. Yet we still don't want to take advantage of it due to excess market.

Personnel and keeping up with costs is key.

McCoy – Our most important resources is our personnel. It's a 6-month hiring process in Police.

Johnson – There are less and less people going into the field.

McCoy – We have to do right. This 2-year bridge would be good. What is the net tax increase on a residential home?

Spencer – About \$120k increase on home. The previous year was about \$100/month. The affordability of homes is going to come down. Lakeshore went up. \$650k homes selling for \$850. Mortgage rates are higher impacting the affordability for lots.

Grotting – There's a geographical contraction making a softer, more vulnerable outer ring, seeing that in St. Michael. I don't know how much contraction will be in Independence, and I don't think we'll be as vulnerable as in the past.

Kaltsas - Smaller builders are panicking trying to make his money back. They are having to negotiate the price. The big builders are not skittish and negotiating on price. There is still a ton of demand. It doesn't stop people from wanting to move or buy up. An 8,000 sq ft home permit came in last week. We can't issue pole barn fast enough in Independence, and these are really nice ones.

McCoy- 44% of sold homes are paid with all cash. Interest rates may be going up, but cash in hand doesn't impact that.



Kroells – Budget has a lot to do with recruitment and retention of police officers. There is a survey of HC agents with starting pay and longevity. You can see our officers are clearly behind. This is the market. As of yesterday, there were 91 police officer job postings in the state. Just in the cities. The state needs 300-400 today and that many doesn't exist. There are enough good police officers coming out of school or in the workforce that we want to hire. What are you going to provide the officers that have been here for 10-15 years or more? We are 10% behind in pay. Everyone has opened union negotiations around us and increased salaries to keep the police officers happy and stay. Half of the police commission wanted to see the 10 cities survey around us. Minnetrista, Rogers 9%, Dayton 8%, Corcoran went way up. Chief is at 9, 2<sup>nd</sup> in command- 8, Patrol Officers- 9, and Kim- 9. We used to be 3 and 4 and now we are at the bottom now around 9. Lastly, the recommendation of Maple Plain would be to reduce medical benefits, that isn't going over really well with our officers. Currently we have a HP Open access plan to go wherever. MP wants to do Achieve SE (similar to IND), 25% of places you can't go. I'm suggesting reducing HSA funds by \$1000 and allowing employees to pay a little to still have MP Open. \$3600 increase that the employee would take on in their cost.

McCoy- Can they still go to Mayo?

Kaltsas - Cities and Police medical benefits should not be compared. The benefits side of Police side should not be touched since the Officers are looking at what is their total compensation. We can't reduce HSA contributions or medical plans and ask the employee to pay for it. We dropped to the bottom with all the cities making a large jump. We were trending down before. There is 6-month worth of training and cost to the city and Gary's time in training and taking extra things on.

McCoy – It isn't worth destroying the moral over \$20-30k / year. I would be opposed to cutting benefits. Mayo is huge. You need to have that option.

Kroells – To put it into perspective, Maple Plain only pays 30% / \$5k. If trying to cut 10, you only gain 3. We are trying to keep the Officers here that we have. This would keep me longer looking at age to retire. One officer got offered more money to drive Republic truck than he is making here as an officer. He gets to be home nightly and not get shot at. We are trying to remain competitiveness. MP said that nobody is leaving here. We have been short one officer for 2 years. The guys are worn out and want to move on. This would be a boost to them and to the staff. It doesn't seem like a lot, but it's a boost to morale.

Spencer - What part of this budget is just salary? 10%?

Kroells – 7%.

Kaltsas – How do we sustain this? We are going to have to pay 3% every year, etc. If we were just dealing with Officer pay this year, it wouldn't seem so bad, but we stayed flat for too long that we are going to have to take an increase. We are going to see an increased tax base. There is a low increase on Police services with office/warehouse and higher cost homes. Even with the 10%, no one would still be at the top. We are seeing it in our staffing as well. The Twin Cities metro is now opening up to employees coming from all over to move for jobs. We run much leaner than other cities. Having an 11<sup>th</sup> Officer with the growth. No one would be at the top, but we should be close to it even if MP is fine to be in the middle.

Kroells – The feedback from Maple Plain is they don't want the Chief, Rick (since he is retiring), or Kim to have Longevity Pay even though Gary's been here 26 years and

Kim- 22 years. They don't want her to make more than their staff thinking if Kim gets it, then their staff would want more pay. His only option was to remove longevity pay for himself/Chief, Rick said it wasn't worth the fight since he's retiring, and Kim willing too, but then we would ask for more than 10% pay increase.

Betts- They think it's ok to not pay their staff the right wage?

Spencer – What is longevity pay?

Kroells – Officer here 20 years and 5 years same pay – not the same skill level. The top 5 cities offer longevity pay. After every so many years, you get an additional % increase in compensation. Kaltsas – It's a government system. Otherwise, you go up our steps and hit a plateau. No other industry pays the way we do. Others give bonus pay; we don't give any. It's an incentive to be loyal and have a great culture. Government and corporate worlds differ.

Betts – There is a difference. You have to have an incentive.

Kaltsas – It's good to keep a good culture. MP tries to compare everything. If you have a great employee, you need to compensate them.

Spencer – The new generation doesn't look at longevity as a good thing. They just move jobs.

Kroells – The City of Rogers Chief just got a raise making \$30k more than me. Officers make \$15k more than WHPS.

Kaltsas - Gary could get that job tomorrow.

McCoy – Longevity is a good reward for staying here since we don't have bonuses. If Gary and Kim are working overtime, they should be getting longevity. If an employee is eligible for overtime, they should qualify for longevity. Whatever the Officer or Chief gets, everyone should be treated the same for overall moral.

Kaltsas – I agree but the only thing I see is that Gary took a pay cut a few years back for his officers. We should not have done that, and we should put him back up on the pay scale.

McCoy – We let Maple Plain bully us in taking the CIP out. We are paying 70% of the budget, and we need to stay strong on treating our employees correctly. They should pay their share, too.

Betts – What really is their alternative? We have to be realistic here.

Spencer – If they contracted with Medina or Orono, what would their coverage cost be- 6-7-8-9? I don't think they could save a whole lot of money by doing that. We bid with Greenfield \$450k 12 yrs ago.

McCoy- I think Minnetrista contracted with St. Boni and saw a 3% increase. Mound had enormous increases paying Orono.

Kroells – They'd probably pay 700. What excites them, is Minnetrista (? poor sound quality) through St. Boni Loretto. It's not even in the ballpark of what it should be.

Wayzata did the same for Long Lake because they had a budget shortfall.

The thing that makes Independence pay so much is the tax capacity.

Betts- what is the contract timeframe, 2 years?

Kroells- They're paying for 31% but spending 42% of our time there. Population – calls is stable. There is some change of another couple hundred units in Maple Plain. 100 by Manchester. I'm looking for direction. Their entire council said 100% "No" to this budget. "Cut longevity, health insurance, and raises."

McCoy – I'm 100% here to take care of our Officers. Plymouth Police is 12 miles from here.

Spencer – Minnetonka is right down the road offering more pay with as much overtime they'd want.

Kroells – The responsibility here is way more here since you are alone to do it all where there are so many other officers and staff in other cities to share responsibilities. A Plymouth Sergeant makes more than 5 officers here.

Betts – Is there any way that they will be put in a position that they will be at a disadvantage if they keep doing that? Ask them how many hours do they want for their city?

McCoy – What if we give them notice and take over the Police Dept. and just charge them back?

Kaltsas – That would be an offer, they could shop it. Medina could say we'll throw them a contact amount but not care about the service provided.

Spencer – They want control. We are paying 2/3 of the budget but it's a 50/50 vote? What if you sacrifice the capital improvement and use some of the funds? Somebody is going to have to move.

Kaltsas - It's just more unfairness.

Spencer – The world is changing in the world of Police Officers, and something has to happen.

Kaltsas – Independence could absorb it alone, but it would hurt. We could though.

Betts – If you tell them to go shop, they're still locked in for that year while they shop.

Kaltsas – How do we get off the deadlock? Do we threaten them until they decide to change or negotiate really hard?

Spencer – Get the vote. We're subsidizing the CIP out of the ARPA funds and put in a notice. Throw the rock and see what happens. It could be bad. Betts- It could

Kroells – I'd prefer they never make a vote. They are never held accountable to minutes that say that. Say "I make a motion" so there is a vote. Mike always says, you need to figure it out.

Kaltsas - If we call for the vote to go on public record, it'll force 2 people to go on public record to show whether they support the Police Dept, and 1 person does not want to do that. It would be good for the public to see their response.

Johnson- Writing a letter to the Editor.

Kaltsas – The next meeting is Aug 10th, with the direction that we support Gary's budget proposal 100%. We make a motion, a second, and a vote. They'll have to decide. I don't support Gary's decision to cut his own or other staff wages or longevity. Nobody loves a budget increase. This is nickels and dimes and we've done this for a long time.

Kroells – They asked about splitting it 5% and 5% next which looks fine on paper, but now 2024 is going to be bad 8-9% increase so you have to play makeup again. Their formula doesn't work.

Kaltsas – I'll look at a fusion.

Spencer – I'd like to avoid seeing a 10%.

Johnson – Viktoriya is here.

Kaltsas - I've modified her spreadsheet here. For 2024 we've discussed changing how we do the ditch side mowing. It doesn't work great for us. Upgrade tractor and a boom style mower to stay on the road. Then the Grader issue. 2026 and 2029 new truck replacements. 1 single and 2 tandems. We're short in 2026 but running even by 2030. We'll play with it more.

Bode- The grader would not have to go on a plow route.  
Kaltsas – Will work with Viktoriya and Shawn on a better projection.

- WHPS Budget
- Fire Budgets

McCoy – The budget will be cut. Budget is 22% personnel, and the rest is equipment and services.

Kaltsas - Yours will come down and Loretto and Delano need to get numbers. Jeff will resend.

Grotting – We're seeing a George Floyd effect. Gary, we must treat the PD like a career and compensate for that.

Kroells

McCoy – Like with everything, the private and public sectors see the effects. We don't want a recession.

Betts – What impact do you think the development will have across from Haven Homes in Medina?

Kroells – I'm not too concerned about it. We have been short staffed, and Medina has been helping. We owe them. It'll work out.

#### 4. Adjourn

The Workshop adjourned at 8:44 a.m.

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Respectfully Submitted,  
Linda Johnson/ Recording Secretary

MINUTES OF A REGULAR MEETING OF THE  
INDEPENDENCE CITY COUNCIL  
TUESDAY, AUGUST 2, 2022 5:00 PM

**CITY COUNCIL MEETING TIME: 5:00 PM**

**1. CALL TO ORDER.**

Pursuant to due call and notice thereof, a regular meeting of the Independence City Council was called to order by Mayor Johnson at 5:00 p.m.

**2. PLEDGE OF ALLEGIANCE.**

Mayor Johnson led the group in the Pledge of Allegiance.

**3. ROLL CALL**

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

ABSENT: None.

STAFF: City Administrator Kaltsas, City Admin Assistant Simon,

VISITORS: Patti Good

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

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

- a. Approval of City Council Minutes from the July 19, 2022, Regular City Council Meeting.
- b. Approval of Accounts Payable (Batch # 1; Checks Numbered 21366-21370 and Batch # 2; Checks Numbered 21371-21387).
- c. Approve Adding One (1) Additional Election Judge for the General Election.

**Motion by Betts, second by McCoy to approve the Consent Agenda. Ayes: Johnson, McCoy, Betts, Spencer, and Grotting. 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:**

- Planning (virtual)
- Workshop

**Spencer attended the following meetings:**

- Planning (virtual)
- Workshop

**McCoy attended the following meetings:**

- Workshop
- Gertie Corpe grave site ceremony – 7/22

**Betts attended the following meetings:**

- Planning (virtual)
- Workshop

**Johnson attended the following meetings:**

- Planning
- Workshop
- NLC energy and environmental resources, (Virtual)
- Senate and House district candidates ice cream social in Hamel
- Interviewing candidates for 3 senate districts
- Senior Community Services @ Monticello Senior Center (covering Mound, Delano, Monticello)

**Kaltsas attended the following meetings:**

- Planning
- Workshop

7. Patti Good (Applicant/Owner) requests that the City consider the following actions for the property located at 4986 South Lake Shore Drive, Independence, MN (PID No. 24-118-24-11-0001):

- a. **RESOLUTION 22-0802-01:** considering a variance allowing a reduced setback from the OHWL permitting the construction of a screened deck to be constructed in place of the existing legal non-conforming deck on the subject property.

Kaltsas – After consideration at the last Planning Commission meeting, 4968 S Lakeshore Dr – Applicant is wanting to redo the existing deck on the lakeshore side of the house. Covering an exposed deck to create a screened deck. It's zoned RR rural residential with shoreland overlay on Lake Indy. Looking at impervious surface and setbacks, identifying it is a legal non-conforming structure adopted before new standards therefore it can be reconstructed but needs variance consideration. As an existing lot of record, they can take advantage of 60% admin variance but still has setbacks past where the house is located on the property. So, the applicant is proposing a deck in the location of the existing deck (is permitted) but screened in. The top elevation would be enclosed going to the left of the house thus an intensification of the legal non-conforming status is needed to allow screened deck to be over the existing would need reduced setback. They noted they are not intending to build the deck on the plans shown. They are just going up. They'd exceed impervious surface coverage if just the house, but they own parcel 1 and 2. Utilizing the combined total, they are below the impervious surface coverage. They are not proposing an increase, they are just maintaining what they already have. They had 2 neighboring properties support. It would not increase the encroachment towards the lake. A hardship was identified, and the Planning Commission recommended approval. Neighbors are also supporting this.

Grotting – What is the 69 sq ft.? Kaltsas - That was if they were to add the staircase shown on the survey. Grotting – The 4x4' jut out for the stairs is not going to be there? Kaltsas - Correct. Just converting a portion of the current deck to a screened deck. Good (didn't come to the microphone) – It is easy screen, plexiglass with screen behind it. It is a 3-season. Johnson- Was everything else as Kaltsas described it? Good- Yes.

**Motioned by Grotting to approve the variance as written for the construction of a screened deck at 4986 South Lake Shore Drive, seconded by Spencer. Ayes: Johnson, McCoy, Betts, Spencer, and Grotting. Nays: None. Absent: None. Abstain. None. MOTION DECLARED CARRIED.**

8. Open/Misc.

Johnson - Have we had an issue with people trying to go through the detour? Kaltsas – I think we have had a few more people trying to get through. Betts – Director Kroells took me through it and it's remarkable. The way they have it winding through the woods is beautiful, and the bridge is great. I just wished they would've continued it further from 92 to Delano West of the roundabout. Kaltsas- After a ¼ mile, it'll taper down, and it does the same from the East. We fought to get it all the way. The completed study helps to provide info for the next project from the roundabout to County Line Rd. Betts- I hope drivers don't get a false sense of security once out of that zone. Johnson – We hope they'll have it open in September. They've certainly had good weather to be working.

9. Adjourn.

**Motion by Spencer, seconded by McCoy and carried to adjourn at 5:17pm.**

Respectfully Submitted,  
Linda Johnson / Recording Secretary





# 2nd Quarter Report

## City of Independence

Independence, Minnesota

As of June 30, 2022



### *Edina Office*

5201 Eden Avenue, Ste 250

Edina, MN 55436

**P** 952.835.9090

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August 1, 2022

## ACCOUNTANT'S COMPILATION REPORT

Honorable Mayor and City Council  
City of Independence  
Independence, Minnesota

We have compiled the accompanying statement of revenues and expenditures for the General Fund and statements of revenues and expenses for the enterprise funds of the City of Independence as of June 30, 2022 for the quarter then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Sincerely,

Abdo Financial Solutions

***Edina Office***

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August 1, 2022

Honorable Mayor and City Council  
City of Independence  
Independence, Minnesota

Dear Honorable Mayor and City Council:

We have reconciled all bank accounts through June 30, 2022 and reviewed activity in all funds. The following is a summary of our observations. All information presented is unaudited.

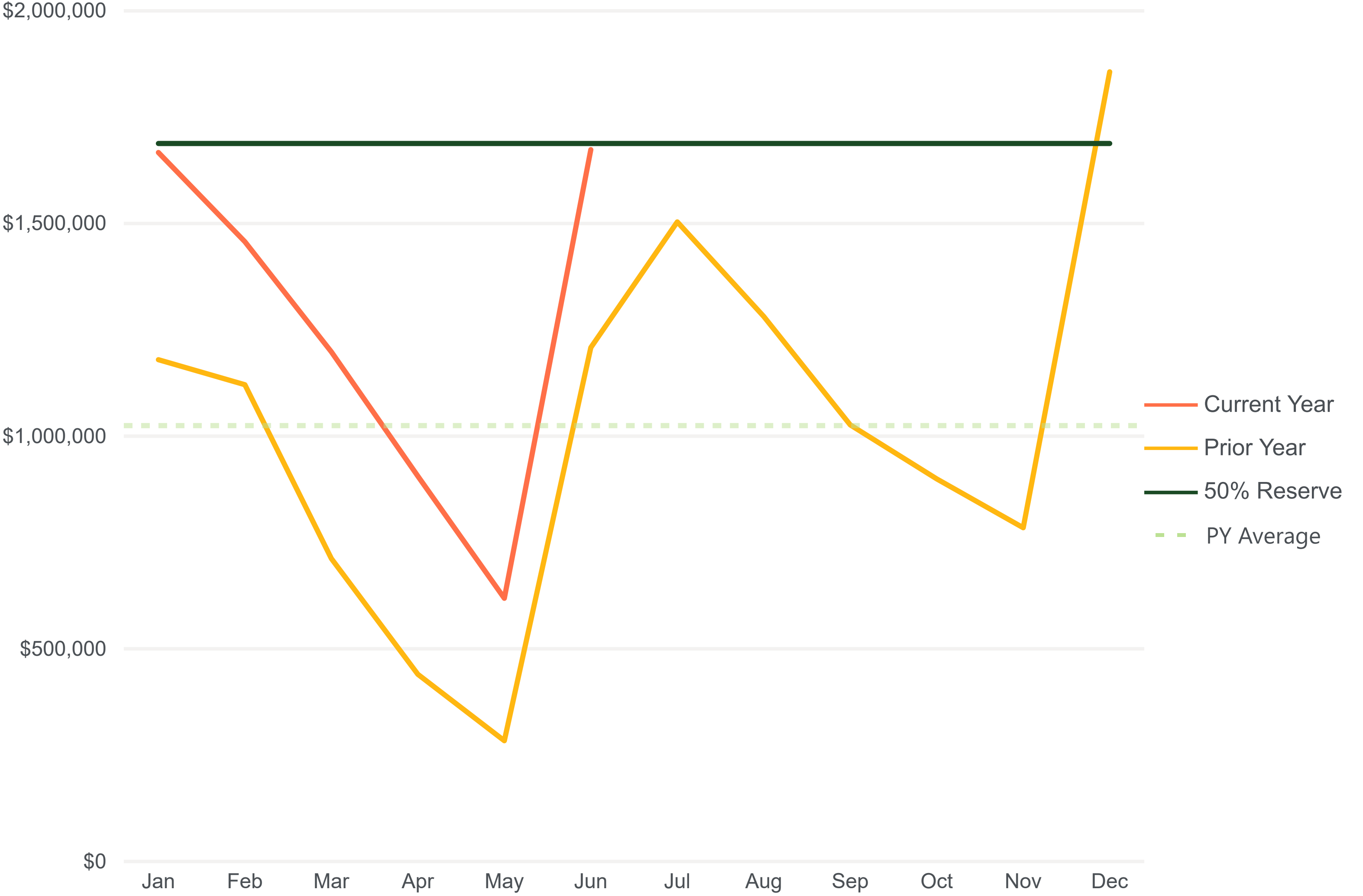
## Cash and Investments

The City's cash and investment balances are as follows:

	6/30/2022	12/31/2021	Increase/ (Decrease)
Checking	663,866	30,665	633,201
Investments	1,580,305	2,577,933	-997,628
Savings	1,349,959	1,585,583	-235,624
<b>Total Cash and Investments</b>	<b>3,594,130</b>	<b>4,194,181</b>	<b>-600,051</b>

	6/30/2022	12/31/2021	Increase/ (Decrease)
Brokered CD	200,055	200,055	0
Checking	663,866	30,665	633,201
Money Market	1,380,250	2,377,878	-997,628
Savings	1,349,959	1,585,583	-235,624
<b>Total Investments</b>	<b>3,594,130</b>	<b>4,194,181</b>	<b>-600,051</b>

General Fund Cash Balances



Current short-term rates being offered by financial institutions are very low as evidenced by the table of U.S. Treasury rates below. The U.S. Treasury rates provide a benchmark perspective for rate of return.

Treasury Yields									
Date	1 mo	3 mo	6 mo	1 yr	2 yr	3 yr	5 yr	7 yr	10 yr
3/31/2017	0.74	0.76	0.91	1.03	1.27	1.50	1.93	2.22	2.40
6/30/2017	0.84	1.03	1.14	1.24	1.38	1.55	1.89	2.14	2.31
9/29/2017	0.96	1.06	1.20	1.31	1.47	1.62	1.92	2.16	2.33
12/31/2017	1.28	1.39	1.53	1.76	1.89	1.98	2.20	2.33	2.40
3/31/2018	1.63	1.73	1.93	2.09	2.27	2.39	2.56	2.68	2.74
6/29/2018	1.77	1.93	2.11	2.33	2.52	2.63	2.73	2.81	2.85
9/28/2018	2.12	2.19	2.36	2.59	2.81	2.88	2.94	3.01	3.05
12/31/2018	2.44	2.45	2.56	2.63	2.48	2.46	2.51	2.59	2.69
3/29/2019	2.44	2.43	2.44	2.39	2.31	2.28	2.31	2.41	2.52
6/28/2019	2.18	2.12	2.09	1.92	1.75	1.71	1.76	1.87	2.00
9/30/2019	1.91	1.88	1.83	1.75	1.63	1.56	1.55	1.62	1.68
12/31/2019	1.48	1.55	1.60	1.59	1.58	1.62	1.69	1.83	1.92
3/31/2020	0.05	0.11	0.15	0.17	0.23	0.29	0.37	0.55	0.70
6/30/2020	0.13	0.16	0.18	0.16	0.16	0.18	0.29	0.49	0.66
9/30/2020	0.08	0.10	0.11	0.12	0.13	0.16	0.28	0.47	0.69
12/31/2020	0.08	0.08	0.09	0.09	0.10	0.13	0.17	0.36	0.65
3/31/2021	0.01	0.01	0.03	0.05	0.07	0.16	0.35	0.92	1.40
6/30/2021	0.05	0.05	0.06	0.07	0.25	0.46	0.87	1.21	1.45
9/30/2021	0.07	0.04	0.05	0.09	0.28	0.53	0.98	1.32	1.52
12/31/2021	0.06	0.06	0.19	0.39	0.73	0.97	1.26	1.44	1.52
3/31/2022	0.17	0.52	1.06	1.63	2.28	2.45	2.42	2.40	2.32
6/30/2022	1.28	1.72	2.51	2.80	2.92	2.99	3.01	3.04	2.98

\* \* \* \* \*

This information is unaudited and is intended solely for the information and use of management and City Council and is not intended and should not be used by anyone other than these specified parties.

If you have any questions or wish to discuss any of the items contained in this letter or the attachments, please feel free to contact us at your convenience. We wish to thank you for the continued opportunity to be of service and for the courtesy and cooperation extended to us by your staff.

Sincerely,

ABDO FINANCIAL SOLUTIONS



City of Independence, Minnesota  
Statement of Revenues and Expenditures -  
Budget and Actual -  
General Fund (Unaudited)  
For the Six Months Ended June 30, 2022

	Annual Budget	YTD Budget	YTD Actual	Variance	Percent of YTD Budget Received or Expended		
▲							
[-] Revenues							
⊕ Taxes	3,020,168	1,510,084	1,300,000	-210,084	86.1%	↓	
⊕ Licenses and permits	190,070	95,035	192,469	97,434	202.5%	↑	①
⊕ Intergovernmental	16,000	8,000	0	-8,000	0.0%	↓	
⊕ Charges for services	41,150	20,575	19,050	-1,525	92.6%	→	
⊕ Fines and forfeitures	47,740	23,870	23,661	-209	99.1%	→	
⊕ Miscellaneous revenue	11,000	5,500	6,335	835	115.2%	↑	
<b>Total</b>	<b>3,326,128</b>	<b>1,663,064</b>	<b>1,541,515</b>	<b>-121,549</b>	<b>92.7%</b>	<b>→</b>	
[-] Expenditures							
⊕ Legislative	-23,817	-11,909	-8,905	3,004	74.8%	↑	
⊕ Election	-5,300	-2,650	-20	2,630	0.8%	↑	
⊕ City Clerk/finance	-513,180	-256,590	-244,106	12,484	95.1%	→	
⊕ Legal services	-43,830	-21,915	-17,679	4,236	80.7%	↑	
⊕ Planning and zoning	-35,650	-17,825	-16,741	1,084	93.9%	→	
⊕ General government building	-44,709	-22,355	-46,127	-23,773	206.3%	↓	②
⊕ Public safety	-1,591,726	-795,863	-993,400	-197,537	124.8%	↓	③
⊕ Building inspector	-128,048	-64,024	-63,576	448	99.3%	→	
⊕ Public works	-763,639	-381,820	-366,054	15,766	95.9%	→	
⊕ Solid waste	-68,850	-34,425	-29,782	4,643	86.5%	↑	
⊕ Recreation/community	-7,790	-3,895	0	3,895	0.0%	↑	
⊕ Park maintenance	-14,203	-7,102	-4,734	2,367	66.7%	↑	
⊕ Insurance	-2,710	-1,355	0	1,355	0.0%	↑	
<b>Total</b>	<b>-3,243,452</b>	<b>-1,621,726</b>	<b>-1,791,126</b>	<b>-169,400</b>	<b>110.4%</b>	<b>↓</b>	
[-] Other Financing Sources (Uses)							
⊕ Transfers Out	-128,770	-64,385	-64,380	5	100.0%	→	
<b>Total</b>	<b>-128,770</b>	<b>-64,385</b>	<b>-64,380</b>	<b>5</b>	<b>100.0%</b>	<b>→</b>	
<b>Total</b>	<b>-46,094</b>	<b>-23,047</b>	<b>-313,991</b>	<b>-290,944</b>		<b>↓</b>	

Explanation of Items Percentage Received/Expended Less than 80% or  
Greater than 120% and \$ Variance Greater than \$10,000.

Number	Comment
①	Variance due to more building permits and plan review fees than anticipated due to new developments.
②	Variance due to expense paid to Mikies Landscaping for house demolition as well as a water softener replacement in 2nd quarter.
③	Police contract monthly amounts are higher in the beginning of the year than they taper to a consistent amount, and July service was paid at the end of June.

City of Independence, Minnesota  
Unaudited Cash Balances by Fund  
December 31, 2021 and June 30, 2022

	PY Quarter Balance	PY Ending Balance	Quarter Ending Balance	YTD Change	YTD % Change	
▲						
+ General	1,206,278	1,854,628	1,671,579	-183,049	-11.0%	①
+ Water Resource Department	20,296	72,783	6,720	-66,063	-983.0%	②
+ Covid Relief Fund	108,306	154,621	154,229	-392	-0.3%	
+ Lawful Gambling Fund	7,617	7,674	7,911	237	3.0%	
+ 2006A GO Capital Improvement Bonds	70,964	71,026	71,044	19	0.0%	
+ Drake Drive Road Improvement	11,709	1,010	1,010	0	0.0%	
+ 2007 Equipment Certificate	37,749	33	33	0	0.0%	
+ 2015A G.O. Bond	29,965	196,460	37,964	-158,496	-417.5%	③
+ 2020A G.O. Bond	-41,009	81,913	81,913	0	0.0%	
+ Building Capital	105,469	103,077	103,105	27	0.0%	
+ Road Capital Improvement	13,047	61,516	61,532	16	0.0%	
+ Equipment Capital Improvement	61,412	156,499	220,925	64,426	29.2%	④
+ Administrative Capital	83,528	83,600	83,622	22	0.0%	
+ Park	107,607	150,934	199,699	48,765	24.4%	⑤
+ 2015 Street Improvement	36,939	36,971	36,980	10	0.0%	
+ 2020 Street Improvement	302,114	303,590	183,507	-120,084	-65.4%	⑥
+ City Hall Remodel	1,556,703	464,484	236,692	-227,792	-96.2%	
+ City Projects Agency Fund	39,016	64,107	111,824	47,717	42.7%	⑦
+ Sewer	166,173	329,255	323,840	-5,415	-1.7%	
+ City Projects	0	0	0	0		
<b>Total</b>	<b>3,923,883</b>	<b>4,194,181</b>	<b>3,594,131</b>	<b>-600,050</b>		

Explanation of Items Percentage Received/Expended Less than 80% or Greater than 120% and \$ Variance  
Greater than \$25,000.

Number	Comment
▲	
①	The decrease is an expected result from the excess of expenditures over revenues which is the typical cash flow pattern of the City. Additional detail can be obtained in the Statement of Revenues and Expenditures.
②	Decrease due to paying operating assessment and CIP to Pioneer-Sarah Creek.
③	2015 bond principal and interest was paid in 1st quarter.
④	Increase due to transfers from the general fund.
⑤	Recieved \$48,725.00 in park dedication fees.
⑥	2020A bond principal and interest were paid in 1st quarter as well as an additional bond interest payment in 2nd quarter.
⑦	Increase due to several new projects in 2nd quarter.

City of Independence, Minnesota  
Schedule of Investments  
For the Month Ending  
June 30, 2022

ATTACHMENT C

FDIC #	Identification (CUSIP or Acct #)	Institution	Description	Type	Deposits - Purchases	Expenditures - Sales	Transfers	Interest	Unadjusted Market Value 6/30/2022	Market Value 6/30/2022	Unrealized gain / loss
	30074	Bank of Maple Plain	Checking	Checking	71,383.89	(357,645.66)		56.12	\$ 885,931.03	\$ 885,931.03	\$ -
	00440022	Bank of Maple Plain	Savings	Savings	1,300,000.00	-		133.53	1,349,959.24	1,349,959.24	-
	6142	Bank of Maple Plain	Brokered CD	Brokered CD	-	-		-	200,055.46	200,055.46	-
					1,371,383.89	(357,645.66)	-	189.65	2,435,945.73	2,435,945.73	-
	35461-101	4M	General Account	Money Market	-	-	-	-	1.43	1.43	-
	35461-101	4MP	General Account	Money Market	-	-	-	-	-	-	-
	35461-201	4M	2020A GO Bond	Money Market	-	-		1,038.40	1,380,248.26	1,380,248.26	-
	35461-201	4MP	2020A GO Bond	Money Market	-	-	-	-	-	-	-
					-	-	-	1,038.40	1,380,249.69	1,380,249.69	-
		Total Cash and Investments			\$ 1,371,383.89	\$ (357,645.66)	\$ -	\$ 1,228.05	\$ 3,816,195.42	\$ 3,816,195.42	\$ -

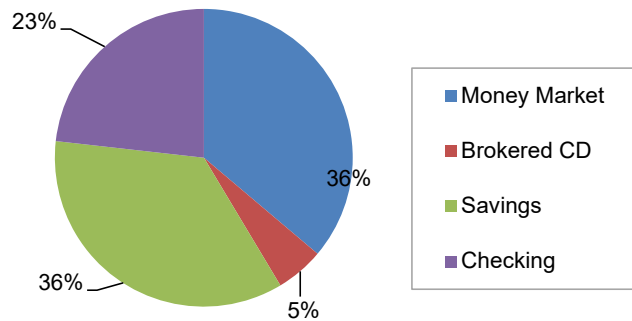
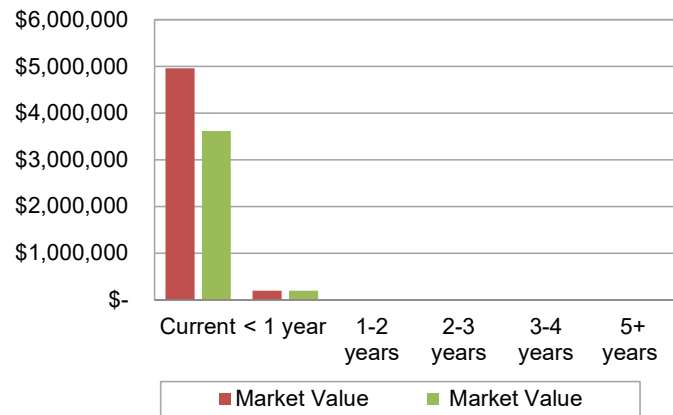
Deposits in Transit-GF	\$ -
Outstanding Checks-GF	(222,064.71)
Reconciled Balance	<u>\$ 3,594,130.71</u>



City of Independence, Minnesota  
Investments  
For the Month Ending June 30, 2022

ATTACHMENT C

**Maturities**



Maturity	Unadjusted Market Value 6/30/2022	Market Value 6/30/2022	Variance 6/30/2022
Current	\$ 4,959,107.67	\$ 3,616,139.96	\$ (1,342,968)
< 1 year	200,055.46	200,055.46	-
1-2 years	-	-	-
2-3 years	-	-	-
3-4 years	-	-	-
5+ years	-	-	-
	<u>\$ 5,159,163.13</u>	<u>\$ 3,816,195.42</u>	<u>\$ (1,342,968)</u>

Weighted average Rate of return	0.34%	6/30/2022
Average Maturity (years)	0.022	6/30/2022

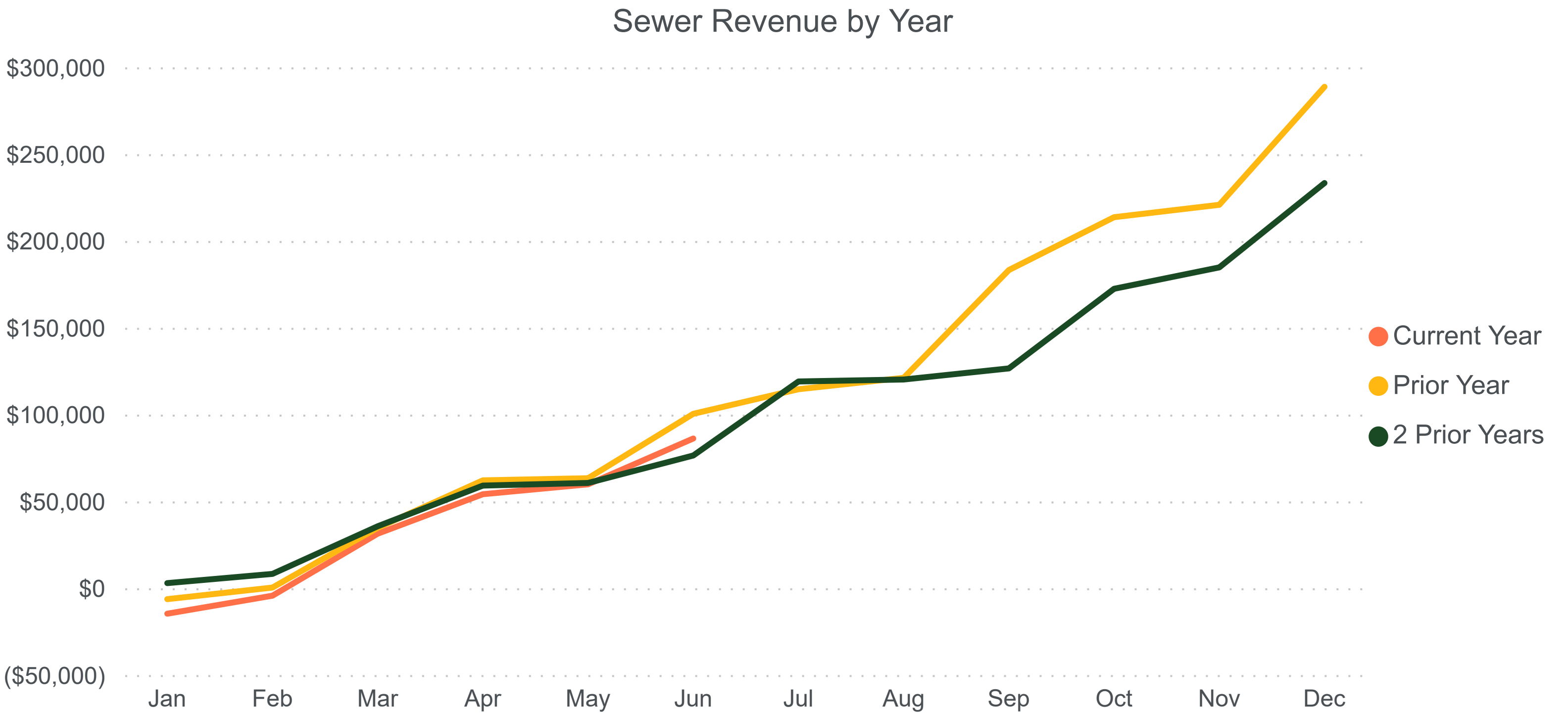
Investment Type	Market Value 6/30/2022
Money Market	\$ 1,380,249.69
Brokered CD	200,055.46
Savings	1,349,959.24
Checking	885,931.03
	<u>\$ 3,816,195.42</u>

**Operating Account**

O/S Deposits	\$ -
O/S Checks	(222,064.71)
Reconciled Balance	<u>\$ 3,594,130.71</u>

City of Independence, Minnesota  
Statement of Revenues and Expenditures -  
Budget and Actual -  
Sewer Fund (Unaudited)  
For the Six Months Ended June 30, 2022

	PY Quarter Ending Balance	Quarter Ending Balance	YOY Variance	CY as a Percent of PY	
▲					
[-] Revenues					
[+] Charges for services	100,478	86,256	-14,222	85.8%	
[+] Special Assessments	11	0	-11	0.0%	
[+] Connection Fees	0	16,851	16,851		
[+] Interest Income	26	79	53	302.8%	
<b>Total</b>	<b>100,515</b>	<b>103,185</b>	<b>2,670</b>	<b>102.7%</b>	
[-] Expenses					
[+] Personal Services	-38,462	-36,206	2,256	94.1%	
[+] Supplies	-895	-1,925	-1,030	215.0%	
[+] Repairs and Maintenance	0	-210	-210		
[+] Other Services and Charges	-23,058	-38,426	-15,369	166.7%	①
[+] Insurance	-1,578	-2,259	-680	143.1%	
[+] Capital Outlay	-4,830	-7,145	-2,315	147.9%	
[+] Debt Service	-60,000	-60,000	0	100.0%	
[+] Utilities	-9,544	-17,451	-7,908	182.9%	
[+] Depreciation	-68,304	-65,970	2,334	96.6%	
[+] Interest Expense	-6,353	-5,423	930	85.4%	
<b>Total</b>	<b>-213,023</b>	<b>-235,015</b>	<b>-21,991</b>	<b>110.3%</b>	
<b>Total</b>	<b>-112,508</b>	<b>-131,830</b>	<b>-19,322</b>		



Explanation of Items Percentage Received/Expended Less than 80%  
or Greater than 120% and \$ Variance Greater than \$10,000.

Number    Comment  
▼

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①            Variance due to \$413/month increase in monthly wastewater service fees, SAC charges, and several lift station repairs by Nelson Electric.

# CITY OF INDEPENDENCE

## Revenue Guideline

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Account Descr	2022 YTD Budget	June 2022 Amt	2022 YTD Amt	2022 YTD Balance	%YTD Budget
<b>FUND 100 GENERAL FUND</b>					
R 100-31010 AD VALOREM TAXES	\$2,912,081.00	\$1,300,000.00	\$1,300,000.00	\$1,612,081.00	44.64%
R 100-31040 FISCAL DISPARITIES	\$108,087.00	\$0.00	\$0.00	\$108,087.00	0.00%
R 100-32100 BUSINESS LICENSES	\$13,240.00	\$0.00	\$18,170.00	-\$4,930.00	137.24%
R 100-32210 BUILDING PERMIT	\$146,260.00	\$11,284.54	\$134,837.73	\$11,422.27	92.19%
R 100-32211 PLAN REVIEW FEES	\$25,000.00	\$4,360.29	\$37,509.49	-\$12,509.49	150.04%
R 100-32240 ANIMAL LICENSES	\$570.00	\$0.00	\$20.00	\$550.00	3.51%
R 100-32250 MISC. LICENSES & PER	\$5,000.00	\$175.00	\$1,932.00	\$3,068.00	38.64%
R 100-33401 LOCAL GOVERNMENT A	\$8,000.00	\$0.00	\$0.00	\$8,000.00	0.00%
R 100-33620 COUNTY GRANTS & AI	\$8,000.00	\$0.00	\$0.00	\$8,000.00	0.00%
R 100-34103 ZONING/SUBDIVISION	\$12,000.00	\$2,900.00	\$18,850.00	-\$6,850.00	157.08%
R 100-34107 ASSESSMENT SEARCH F	\$150.00	\$0.00	\$200.00	-\$50.00	133.33%
R 100-34108 ADMINISTRATIVE CHA	\$28,000.00	\$0.00	\$0.00	\$28,000.00	0.00%
R 100-34305 PUBLIC WORKS REIMB	\$600.00	\$0.00	\$0.00	\$600.00	0.00%
R 100-34306 BUILDING INSPECTION	\$400.00	\$0.00	\$0.00	\$400.00	0.00%
R 100-35000 COURT FINES/DOG IMP	\$47,740.00	\$3,206.80	\$23,660.54	\$24,079.46	49.56%
R 100-36210 INTEREST EARNINGS	\$5,000.00	\$1,228.05	\$3,170.14	\$1,829.86	63.40%
R 100-36220 INSURANCE PREMIUM	\$3,500.00	\$0.00	\$0.00	\$3,500.00	0.00%
R 100-36230 MISC REVENUE/REFUN	\$500.00	\$129.17	\$2,414.75	-\$1,914.75	482.95%
R 100-36240 COMMUNITY CENTER R	\$2,000.00	\$0.00	\$750.00	\$1,250.00	37.50%
<b>FUND 100 GENERAL FUND</b>	<b>\$3,326,128.00</b>	<b>\$1,323,283.85</b>	<b>\$1,541,514.65</b>	<b>\$1,784,613.35</b>	
<b>FUND 200 WATER RESOURCE DEVELOPMENT</b>					
R 200-31010 AD VALOREM TAXES	\$61,350.00	\$0.00	\$0.00	\$61,350.00	0.00%
R 200-31040 FISCAL DISPARITIES	\$3,160.00	\$0.00	\$0.00	\$3,160.00	0.00%
R 200-36210 INTEREST EARNINGS	\$0.00	\$0.00	\$10.94	-\$10.94	0.00%
<b>FUND 200 WATER RESOURCE DEVEL</b>	<b>\$64,510.00</b>	<b>\$0.00</b>	<b>\$10.94</b>	<b>\$64,499.06</b>	
<b>FUND 202 LAWFUL GAMBLING FUND</b>					
R 202-36231 DONATIONS	\$0.00	\$0.00	\$237.14	-\$237.14	0.00%
<b>FUND 202 LAWFUL GAMBLING FUND</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$237.14</b>	<b>-\$237.14</b>	
<b>FUND 309 DEBT SERV PUB SAF BLD 01</b>					
R 309-36210 INTEREST EARNINGS	\$0.00	\$0.00	\$18.80	-\$18.80	0.00%
<b>FUND 309 DEBT SERV PUB SAF BLD 0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$18.80</b>	<b>-\$18.80</b>	
<b>FUND 311 DRAKE DR. ROAD IMPROVEMENT</b>					
R 311-36210 INTEREST EARNINGS	\$0.00	\$0.00	\$0.27	-\$0.27	0.00%
<b>FUND 311 DRAKE DR. ROAD IMPROV</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.27</b>	<b>-\$0.27</b>	
<b>FUND 314 2015A- GO BOND</b>					
R 314-31010 AD VALOREM TAXES	\$175,363.00	\$0.00	\$0.00	\$175,363.00	0.00%
R 314-36210 INTEREST EARNINGS	\$0.00	\$0.00	\$10.05	-\$10.05	0.00%
<b>FUND 314 2015A- GO BOND</b>	<b>\$175,363.00</b>	<b>\$0.00</b>	<b>\$10.05</b>	<b>\$175,352.95</b>	
<b>FUND 401 BUILDINGS CAPITAL IMPRMT FUND</b>					
R 401-36210 INTEREST EARNINGS	\$0.00	\$0.00	\$27.27	-\$27.27	0.00%
<b>FUND 401 BUILDINGS CAPITAL IMPR</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$27.27</b>	<b>-\$27.27</b>	
<b>FUND 402 ROAD CAPITAL IMPROVEMENTS FUND</b>					
R 402-36210 INTEREST EARNINGS	\$0.00	\$0.00	\$16.28	-\$16.28	0.00%
<b>FUND 402 ROAD CAPITAL IMPROVEM</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$16.28</b>	<b>-\$16.28</b>	
<b>FUND 403 EQUIPMENT CAPITAL IMPROVEMENTS</b>					
R 403-36210 INTEREST EARNINGS	\$0.00	\$0.00	\$46.36	-\$46.36	0.00%
R 403-39200 TRANSFERS IN (GENER	\$0.00	\$10,730.00	\$64,380.00	-\$64,380.00	0.00%
<b>FUND 403 EQUIPMENT CAPITAL IMP</b>	<b>\$0.00</b>	<b>\$10,730.00</b>	<b>\$64,426.36</b>	<b>-\$64,426.36</b>	

Account Descr	2022 YTD Budget	June 2022 Amt	2022 YTD Amt	2022 YTD Balance	%YTD Budget
FUND 404 ADMIN. CAPITAL FUND					
R 404-36210 INTEREST EARNINGS	\$0.00	\$0.00	\$22.12	-\$22.12	0.00%
FUND 404 ADMIN. CAPITAL FUND	\$0.00	\$0.00	\$22.12	-\$22.12	
FUND 405 PARK FUND					
R 405-34780 PARK DEDICATION FEE	\$0.00	\$0.00	\$48,725.00	-\$48,725.00	0.00%
R 405-36210 INTEREST EARNINGS	\$0.00	\$0.00	\$39.94	-\$39.94	0.00%
R 405-36230 MISC REVENUE/REFUN	\$0.00	\$0.00	-\$401.75	\$401.75	0.00%
FUND 405 PARK FUND	\$0.00	\$0.00	\$48,363.19	-\$48,363.19	
FUND 414 2015 STREET IMPROVEMENT					
R 414-36210 INTEREST EARNINGS	\$0.00	\$0.00	\$9.78	-\$9.78	0.00%
FUND 414 2015 STREET IMPROVEME	\$0.00	\$0.00	\$9.78	-\$9.78	
FUND 430 CITY PROJECTS AGENCY FUND					
R 430-34116 NON REFUNDABLE DEP	\$0.00	\$12,250.00	\$32,850.00	-\$32,850.00	0.00%
FUND 430 CITY PROJECTS AGENCY F	\$0.00	\$12,250.00	\$32,850.00	-\$32,850.00	
FUND 602 SEWER FUND					
R 602-31010 AD VALOREM TAXES	\$12,272.00	\$0.00	\$0.00	\$12,272.00	0.00%
R 602-34401 SEWER CONNECTION C	\$13,200.00	\$0.00	\$16,850.56	-\$3,650.56	127.66%
R 602-34408 USER AVAIL. CHG.	\$0.00	\$2,420.00	\$11,416.00	-\$11,416.00	0.00%
R 602-36210 INTEREST EARNINGS	\$0.00	\$0.00	\$78.76	-\$78.76	0.00%
R 602-37210 COLLECTION & GRAVIT	\$208,000.00	\$22,662.27	\$67,636.28	\$140,363.72	32.52%
R 602-37250 COMMERCIAL	\$17,000.00	\$1,318.00	\$6,847.23	\$10,152.77	40.28%
R 602-37270 DEL UTILITIES - CITY P	\$0.00	\$0.05	\$356.12	-\$356.12	0.00%
FUND 602 SEWER FUND	\$250,472.00	\$26,400.32	\$103,184.95	\$147,287.05	
	\$3,816,473.00	\$1,372,664.17	\$1,790,691.80	\$2,025,781.20	

**CITY OF INDEPENDENCE**  
**Abdo - Expenditure Guideline by Dept**

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Account Descr	2022 YTD Budget	June 2022 Amt	2022 YTD Amt	2022 YTD Balance	%YTD Budget
<b>FUND 100 GENERAL FUND</b>					
DEPT 41000 LEGISLATIVE					
E 100-41000-100 MAYOR'S SALARY	\$3,000.00	\$0.00	\$0.00	\$3,000.00	0.00%
E 100-41000-103 COUNCIL SALARIES	\$7,200.00	\$3,315.00	\$5,865.00	\$1,335.00	81.46%
E 100-41000-122 FICA(6.2) MEDICARE (1.45)	\$780.00	\$253.60	\$448.68	\$331.32	57.52%
E 100-41000-331 CONFERENCE & TRAVEL	\$9,270.00	\$48.00	\$849.54	\$8,420.46	9.16%
E 100-41000-360 WORKERS COMP INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41000-361 INSURANCE	\$1,627.00	\$0.00	\$1,741.44	-\$114.44	107.03%
E 100-41000-405 MISCELLANEOUS	\$240.00	\$0.00	\$0.00	\$240.00	0.00%
E 100-41000-433 DUES & SUBSCRIPTIONS	\$1,700.00	-\$506.90	\$0.00	\$1,700.00	0.00%
DEPT 41000 LEGISLATIVE	\$23,817.00	\$3,109.70	\$8,904.66	\$14,912.34	
DEPT 41410 ELECTIONS					
E 100-41410-102 WAGES (PART-TIME)	\$2,500.00	\$0.00	\$0.00	\$2,500.00	0.00%
E 100-41410-210 OPERATING SUPPLIES/MTN EQUIP.	\$1,030.00	\$0.00	\$0.00	\$1,030.00	0.00%
E 100-41410-350 PRINTING & PUBLICATIONS	\$770.00	\$0.00	\$0.00	\$770.00	0.00%
E 100-41410-351 BALLOT PRINTING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41410-405 MISCELLANEOUS	\$1,000.00	\$0.00	\$20.00	\$980.00	2.00%
DEPT 41410 ELECTIONS	\$5,300.00	\$0.00	\$20.00	\$5,280.00	
DEPT 41500 CITY CLERK/FINANCE					
E 100-41500-101 WAGES (FULL-TIME)	\$57,779.00	\$17,343.87	\$71,302.92	-\$13,523.92	123.41%
E 100-41500-102 WAGES (PART-TIME)	\$41,563.00	\$0.00	\$0.00	\$41,563.00	0.00%
E 100-41500-121 PERA	\$7,451.00	\$1,300.78	\$5,875.52	\$1,575.48	78.86%
E 100-41500-122 FICA(6.2) MEDICARE (1.45)	\$7,600.00	\$1,270.78	\$5,656.87	\$1,943.13	74.43%
E 100-41500-131 CITY PAID BENEFIT ALLOWANCE-LI	\$24,786.00	\$2,103.67	\$18,809.26	\$5,976.74	75.89%
E 100-41500-200 OFFICE SUPPLIES	\$4,770.00	\$425.30	\$2,232.52	\$2,537.48	46.80%
E 100-41500-301 AUDITING FEES	\$12,980.00	\$1,312.50	\$6,877.50	\$6,102.50	52.99%
E 100-41500-302 ADMINISTRATION CONSULTING	\$111,300.00	\$9,739.00	\$38,956.00	\$72,344.00	35.00%
E 100-41500-305 CPA FEES	\$72,330.00	\$11,876.76	\$42,316.76	\$30,013.24	58.51%
E 100-41500-310 OTHER CONSULTING EXPENSE	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0.00%
E 100-41500-313 UNCOLLECTED PROJECT EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41500-315 ASSESSOR'S FEE	\$69,000.00	\$0.00	\$0.00	\$69,000.00	0.00%
E 100-41500-321 COMMUNICATIONS (TELEPHONE)	\$4,220.00	\$1,034.00	\$14,293.53	-\$10,073.53	338.71%
E 100-41500-322 POSTAGE	\$1,750.00	\$158.56	\$1,489.65	\$260.35	85.12%
E 100-41500-331 CONFERENCE & TRAVEL	\$1,700.00	\$320.33	\$340.33	\$1,359.67	20.02%
E 100-41500-350 PRINTING & PUBLICATIONS	\$13,790.00	\$2,197.72	\$13,271.20	\$518.80	96.24%
E 100-41500-360 WORKERS COMP INSURANCE	\$7,688.00	\$660.80	\$7,063.60	\$624.40	91.88%
E 100-41500-361 INSURANCE	\$1,753.00	\$0.00	\$1,876.30	-\$123.30	107.03%
E 100-41500-404 MAINT.&REPAIR EQUIP.(CONTRACT)	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
E 100-41500-405 MISCELLANEOUS	\$1,590.00	\$39.95	\$1,043.32	\$546.68	65.62%
E 100-41500-408 DUST CONTROL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41500-433 DUES & SUBSCRIPTIONS	\$9,840.00	\$939.86	\$7,463.70	\$2,376.30	75.85%
E 100-41500-480 COVID 19	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41500-560 CAPITAL OUTLAY (OFFICE EQUIP.)	\$40,000.00	\$0.00	\$1,817.18	\$38,182.82	4.54%
E 100-41500-570 CAPITAL OUTLAY (EQUIPMENT)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41500-602 LEASE/PURCHASE (COPIER)	\$4,290.00	\$1,143.46	\$3,420.23	\$869.77	79.73%
E 100-41500-720 TRANSFERS OUT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 41500 CITY CLERK/FINANCE	\$513,180.00	\$51,867.34	\$244,106.39	\$269,073.61	
DEPT 41600 LEGAL SERVICES					
E 100-41600-304 CIVIL, LEGAL (K&G)	\$17,910.00	\$0.00	\$7,110.00	\$10,800.00	39.70%
E 100-41600-306 PROSECUTION (C&C)	\$23,340.00	\$1,909.69	\$7,149.13	\$16,190.87	30.63%
E 100-41600-312 CODIFICATION OF ORDINANCES	\$2,580.00	\$1,195.00	\$3,420.32	-\$840.32	132.57%
E 100-41600-405 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 41600 LEGAL SERVICES	\$43,830.00	\$3,104.69	\$17,679.45	\$26,150.55	

Account Descr	2022 YTD Budget	June 2022 Amt	2022 YTD Amt	2022 YTD Balance	%YTD Budget
DEPT 41900 PLANNING AND ZONING					
E 100-41900-307 PLANNER CONTRACT	\$30,000.00	\$2,616.00	\$10,464.00	\$19,536.00	34.88%
E 100-41900-311 WATER RESOURCE STAFF FEE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41900-360 WORKERS COMP INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41900-361 INSURANCE	\$5,650.00	\$0.00	\$6,047.42	-\$397.42	107.03%
E 100-41900-405 MISCELLANEOUS	\$0.00	\$0.00	\$230.00	-\$230.00	0.00%
DEPT 41900 PLANNING AND ZONING	\$35,650.00	\$2,616.00	\$16,741.42	\$18,908.58	
DEPT 41920 ENVIRONMENTAL PROTECTION					
E 100-41920-311 WATER RESOURCE STAFF FEE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41920-320 WATER RESOURCE STAFF	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 41920 ENVIRONMENTAL PROTECTION	\$0.00	\$0.00	\$0.00	\$0.00	
DEPT 41940 GENERAL GOVERNMENT BUILDING					
E 100-41940-321 COMMUNICATIONS (TELEPHONE)	\$10,000.00	\$0.00	\$808.53	\$9,191.47	8.09%
E 100-41940-360 WORKERS COMP INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41940-361 INSURANCE	\$4,229.00	\$0.00	\$4,526.47	-\$297.47	107.03%
E 100-41940-380 ELECTRIC & GAS UTILITIES	\$12,360.00	\$1,769.55	\$10,603.33	\$1,756.67	85.79%
E 100-41940-384 GARBAGE PICK-UP	\$1,310.00	\$127.99	\$622.74	\$687.26	47.54%
E 100-41940-401 MAINT.&REPAIR BLD CONTRACT	\$13,600.00	\$872.00	\$22,666.15	-\$9,066.15	166.66%
E 100-41940-402 MUSEUM	\$150.00	\$0.00	\$0.00	\$150.00	0.00%
E 100-41940-403 GROUND MAINTENANCE CONTRACT	\$560.00	\$0.00	\$0.00	\$560.00	0.00%
E 100-41940-405 MISCELLANEOUS	\$2,500.00	\$112.81	\$6,900.26	-\$4,400.26	276.01%
E 100-41940-510 C.O.(LAND & BLD. - 804)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 41940 GENERAL GOVERNMENT BUILDING	\$44,709.00	\$2,882.35	\$46,127.48	-\$1,418.48	
DEPT 42000 PUBLIC SAFETY					
E 100-42000-405 MISCELLANEOUS	\$1,230.00	\$0.00	\$627.47	\$602.53	51.01%
E 100-42000-440 POLICE CONTRACT	\$1,179,700.00	\$109,791.76	\$837,584.23	\$342,115.77	71.00%
E 100-42000-442 PRISONER BOOKING	\$1,700.00	\$0.00	\$475.48	\$1,224.52	27.97%
E 100-42000-450 FIRE PROTECTION	\$409,096.00	\$23,439.85	\$154,712.88	\$254,383.12	37.82%
E 100-42000-461 BUILDING CODE SURCHARGE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 42000 PUBLIC SAFETY	\$1,591,726.00	\$133,231.61	\$993,400.06	\$598,325.94	
DEPT 42400 BUILDING INSPECTOR ADMIN					
E 100-42400-101 WAGES (FULL-TIME)	\$86,303.00	\$8,058.04	\$40,402.87	\$45,900.13	46.82%
E 100-42400-104 WAGES - TEMP HELP	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-42400-121 PERA	\$6,473.00	\$604.35	\$3,407.77	\$3,065.23	52.65%
E 100-42400-122 FICA(6.2) MEDICARE (1.45)	\$6,602.00	\$608.69	\$3,429.50	\$3,172.50	51.95%
E 100-42400-131 CITY PAID BENEFIT ALLOWANCE-LI	\$16,200.00	\$1,316.23	\$9,877.75	\$6,322.25	60.97%
E 100-42400-200 OFFICE SUPPLIES	\$720.00	\$0.00	\$97.50	\$622.50	13.54%
E 100-42400-212 VEHICLE OPER.SUPPLIES(FUEL,ETC	\$820.00	\$0.00	\$0.00	\$820.00	0.00%
E 100-42400-310 OTHER CONSULTING EXPENSE	\$520.00	\$0.00	\$0.00	\$520.00	0.00%
E 100-42400-321 COMMUNICATIONS (TELEPHONE)	\$2,080.00	\$40.00	\$405.01	\$1,674.99	19.47%
E 100-42400-331 CONFERENCE & TRAVEL	\$2,580.00	\$0.00	\$851.39	\$1,728.61	33.00%
E 100-42400-360 WORKERS COMP INSURANCE	\$3,294.00	\$264.32	\$2,825.44	\$468.56	85.78%
E 100-42400-361 INSURANCE	\$1,616.00	\$0.00	\$1,729.67	-\$113.67	107.03%
E 100-42400-433 DUES & SUBSCRIPTIONS	\$410.00	\$483.85	\$548.85	-\$138.85	133.87%
E 100-42400-570 CAPITAL OUTLAY (EQUIPMENT)	\$430.00	\$0.00	\$0.00	\$430.00	0.00%
DEPT 42400 BUILDING INSPECTOR ADMIN	\$128,048.00	\$11,375.48	\$63,575.75	\$64,472.25	
DEPT 43100 PUBLIC WORKS					
E 100-43100-101 WAGES (FULL-TIME)	\$175,064.00	\$15,562.40	\$82,705.28	\$92,358.72	47.24%
E 100-43100-102 WAGES (PART-TIME)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-43100-121 PERA	\$13,130.00	\$1,167.18	\$7,063.15	\$6,066.85	53.79%
E 100-43100-122 FICA(6.2) MEDICARE (1.45)	\$13,392.00	\$1,235.07	\$7,471.59	\$5,920.41	55.79%
E 100-43100-131 CITY PAID BENEFIT ALLOWANCE-LI	\$38,880.00	\$3,179.24	\$31,780.64	\$7,099.36	81.74%
E 100-43100-210 OPERATING SUPPLIES/MTN EQUIP.	\$680.00	\$39.94	\$1,007.24	-\$327.24	148.12%
E 100-43100-212 VEHICLE OPER.SUPPLIES(FUEL,ETC	\$24,590.00	\$1,687.41	\$14,441.86	\$10,148.14	58.73%

Account Descr	2022 YTD Budget	June 2022 Amt	2022 YTD Amt	2022 YTD Balance	%YTD Budget
E 100-43100-217 SIGNS	\$6,700.00	\$461.25	\$3,200.23	\$3,499.77	47.76%
E 100-43100-218 UNIFORMS	\$2,970.00	\$626.63	\$1,270.01	\$1,699.99	42.76%
E 100-43100-219 CULVERTS	\$5,300.00	\$0.00	\$0.00	\$5,300.00	0.00%
E 100-43100-220 MAINT.&REPAIR SUPPLIES (EQUIP)	\$24,400.00	\$187.75	\$14,313.93	\$10,086.07	58.66%
E 100-43100-223 MAINT.& REPAIR SUPPLIES(BLDG.)	\$5,070.00	\$505.97	\$7,739.39	-\$2,669.39	152.65%
E 100-43100-224 ROAD MAINT.MATERIALS(ON-GOING)	\$74,280.00	\$11,805.03	\$38,512.50	\$35,767.50	51.85%
E 100-43100-226 BLACKTOP MAINTENANCE	\$46,380.00	\$0.00	\$0.00	\$46,380.00	0.00%
E 100-43100-227 EQUIPMENT RENTAL CONTRACT HIRE	\$1,090.00	\$0.00	\$0.00	\$1,090.00	0.00%
E 100-43100-240 SMALL TOOLS & MINOR EQUIPMENT	\$350.00	\$0.00	\$0.00	\$350.00	0.00%
E 100-43100-303 ENGINEERING	\$9,920.00	\$5,827.00	\$11,808.50	-\$1,888.50	119.04%
E 100-43100-321 COMMUNICATIONS (TELEPHONE)	\$5,940.00	\$591.44	\$3,130.94	\$2,809.06	52.71%
E 100-43100-331 CONFERENCE & TRAVEL	\$1,120.00	\$0.00	\$0.00	\$1,120.00	0.00%
E 100-43100-350 PRINTING & PUBLICATIONS	\$3,710.00	\$0.00	\$0.00	\$3,710.00	0.00%
E 100-43100-360 WORKERS COMP INSURANCE	\$7,058.00	\$660.80	\$7,063.60	-\$5.60	100.08%
E 100-43100-361 INSURANCE	\$8,835.00	\$0.00	\$9,456.45	-\$621.45	107.03%
E 100-43100-380 ELECTRIC & GAS UTILITIES	\$10,750.00	\$359.56	\$2,875.59	\$7,874.41	26.75%
E 100-43100-381 STREET LIGHTING	\$3,090.00	\$94.85	\$3,175.61	-\$85.61	102.77%
E 100-43100-384 GARBAGE PICK-UP	\$510.00	\$0.00	\$0.00	\$510.00	0.00%
E 100-43100-405 MISCELLANEOUS	\$280.00	\$0.00	\$250.00	\$30.00	89.29%
E 100-43100-407 SNOW REMOVAL-MATERIALS	\$29,850.00	\$0.00	\$0.00	\$29,850.00	0.00%
E 100-43100-408 DUST CONTROL	\$75,350.00	\$0.00	\$0.00	\$75,350.00	0.00%
E 100-43100-412 BRUSH & TREE REMOVAL	\$15,910.00	\$0.00	\$13,500.00	\$2,410.00	84.85%
E 100-43100-413 SALES/FUEL TAX & LICENSE	\$550.00	\$0.00	\$0.00	\$550.00	0.00%
E 100-43100-415 SAC CHARGES	\$590.00	\$0.00	\$0.00	\$590.00	0.00%
E 100-43100-418 WEED CONTROL	\$3,180.00	\$0.00	\$0.00	\$3,180.00	0.00%
E 100-43100-420 GOPHER STATE ONE-CALL	\$2,030.00	\$199.40	\$494.45	\$1,535.55	24.36%
E 100-43100-421 SEAL COATING	\$50,000.00	\$0.00	\$0.00	\$50,000.00	0.00%
E 100-43100-422 ROAD TILING	\$50,000.00	\$0.00	\$0.00	\$50,000.00	0.00%
E 100-43100-430 SAFETY PROGRAM (AWAIR, ETC.)	\$2,030.00	\$0.00	\$275.00	\$1,755.00	13.55%
E 100-43100-433 DUES & SUBSCRIPTIONS	\$660.00	\$0.00	\$0.00	\$660.00	0.00%
E 100-43100-570 CAPITAL OUTLAY (EQUIPMENT)	\$50,000.00	\$0.00	\$104,518.00	-\$54,518.00	209.04%
E 100-43100-720 TRANSFERS OUT	\$60,000.00	\$5,000.00	\$30,000.00	\$30,000.00	50.00%
DEPT 43100 PUBLIC WORKS	\$823,639.00	\$49,190.92	\$396,053.96	\$427,585.04	
DEPT 43200 SOLID WASTE (LAND & RECYCLING)					
E 100-43200-383 RECYCLING EXPENSES	\$68,850.00	\$5,949.17	\$29,782.34	\$39,067.66	43.26%
E 100-43200-405 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-43200-410 EQUIPMENT RENTAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-43200-411 CLEAN-UP DAY	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43200 SOLID WASTE (LAND & RECYCLING)	\$68,850.00	\$5,949.17	\$29,782.34	\$39,067.66	
DEPT 45100 RECREATION					
E 100-45100-120 COMMUNITY EVENT CONTRIBUTIONS	\$7,110.00	\$0.00	\$0.00	\$7,110.00	0.00%
DEPT 45100 RECREATION	\$7,110.00	\$0.00	\$0.00	\$7,110.00	
DEPT 45200 COMMUNITY SERVICE					
E 100-45200-409 YOUTH GROUPS	\$680.00	\$0.00	\$0.00	\$680.00	0.00%
DEPT 45200 COMMUNITY SERVICE	\$680.00	\$0.00	\$0.00	\$680.00	
DEPT 45300 PARK MAINTENANCE					
E 100-45300-210 OPERATING SUPPLIES/MTN EQUIP.	\$1,120.00	\$0.00	\$0.00	\$1,120.00	0.00%
E 100-45300-220 MAINT.&REPAIR SUPPLIES (EQUIP)	\$6,580.00	\$0.00	\$0.00	\$6,580.00	0.00%
E 100-45300-230 EQUIPMENT PURCHASES	\$580.00	\$0.00	\$0.00	\$580.00	0.00%
E 100-45300-310 OTHER CONSULTING EXPENSE	\$580.00	\$0.00	\$0.00	\$580.00	0.00%
E 100-45300-361 INSURANCE	\$4,423.00	\$0.00	\$4,734.11	-\$311.11	107.03%
E 100-45300-380 ELECTRIC & GAS UTILITIES	\$680.00	\$0.00	\$0.00	\$680.00	0.00%
E 100-45300-405 MISCELLANEOUS	\$240.00	\$0.00	\$0.00	\$240.00	0.00%
DEPT 45300 PARK MAINTENANCE	\$14,203.00	\$0.00	\$4,734.11	\$9,468.89	



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DEPT 49240 UNALLOCATED INSURANCE					
E 100-49240-375 CLAIM DEDUCTIBLE	\$590.00	\$0.00	\$0.00	\$590.00	0.00%
E 100-49240-620 AGENCY FEES	\$2,120.00	\$0.00	\$0.00	\$2,120.00	0.00%
DEPT 49240 UNALLOCATED INSURANCE	\$2,710.00	\$0.00	\$0.00	\$2,710.00	
DEPT 49300 TRANSFER OUT					
E 100-49300-720 TRANSFERS OUT	\$68,770.00	\$5,730.00	\$34,380.00	\$34,390.00	49.99%
DEPT 49300 TRANSFER OUT	\$68,770.00	\$5,730.00	\$34,380.00	\$34,390.00	
FUND 100 GENERAL FUND	\$3,372,222.00	\$269,057.26	\$1,855,505.62	\$1,516,716.38	

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FUND 200 WATER RESOURCE DEVELOPMENT					
DEPT 41920 ENVIRONMENTAL PROTECTION					
E 200-41920-303 ENGINEERING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 200-41920-309 PIONEER-SARAH WATERSHED COMM	\$49,500.00	\$0.00	\$47,641.96	\$1,858.04	96.25%
E 200-41920-310 OTHER CONSULTING EXPENSE	\$1,090.00	\$0.00	\$0.00	\$1,090.00	0.00%
E 200-41920-320 WATER RESOURCE STAFF	\$2,180.00	\$4,684.13	\$13,410.38	-\$11,230.38	615.16%
E 200-41920-350 PRINTING & PUBLICATIONS	\$810.00	\$0.00	\$0.00	\$810.00	0.00%
E 200-41920-433 DUES & SUBSCRIPTIONS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 200-41920-570 CAPITAL OUTLAY (EQUIPMENT)	\$10,930.00	\$0.00	\$0.00	\$10,930.00	0.00%
DEPT 41920 ENVIRONMENTAL PROTECTION	\$64,510.00	\$4,684.13	\$61,052.34	\$3,457.66	
FUND 200 WATER RESOURCE DEVELOPMENT	\$64,510.00	\$4,684.13	\$61,052.34	\$3,457.66	

Account Descr	2022 YTD Budget	June 2022 Amt	2022 YTD Amt	2022 YTD Balance	%YTD Budget
FUND 201 COVID RELIEF FUND					
DEPT 41000 LEGISLATIVE					
E 201-41000-131 CITY PAID BENEFIT ALLOWANCE-LI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41000-405 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41000-480 COVID 19	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41000-810 REFUND & REIMBURSEMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 41000 LEGISLATIVE	\$0.00	\$0.00	\$0.00	\$0.00	
DEPT 41500 CITY CLERK/FINANCE					
E 201-41500-102 WAGES (PART-TIME)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41500-121 PERA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41500-122 FICA(6.2) MEDICARE (1.45)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41500-131 CITY PAID BENEFIT ALLOWANCE-LI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41500-200 OFFICE SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41500-210 OPERATING SUPPLIES/MTN EQUIP.	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41500-321 COMMUNICATIONS (TELEPHONE)	\$0.00	\$130.57	\$391.71	-\$391.71	0.00%
E 201-41500-350 PRINTING & PUBLICATIONS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41500-405 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41500-480 COVID 19	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41500-560 CAPITAL OUTLAY (OFFICE EQUIP.)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 41500 CITY CLERK/FINANCE	\$0.00	\$130.57	\$391.71	-\$391.71	
DEPT 41940 GENERAL GOVERNMENT BUILDING					
E 201-41940-321 COMMUNICATIONS (TELEPHONE)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41940-401 MAINT.&REPAIR BLD CONTRACT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41940-405 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41940-510 C.O.(LAND & BLD. - 804)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 41940 GENERAL GOVERNMENT BUILDING	\$0.00	\$0.00	\$0.00	\$0.00	
DEPT 42000 PUBLIC SAFETY					
E 201-42000-440 POLICE CONTRACT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 42000 PUBLIC SAFETY	\$0.00	\$0.00	\$0.00	\$0.00	
DEPT 43100 PUBLIC WORKS					
E 201-43100-223 MAINT.& REPAIR SUPPLIES(BLDG.)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43100 PUBLIC WORKS	\$0.00	\$0.00	\$0.00	\$0.00	
DEPT 49450 SEWER					
E 201-49450-102 WAGES (PART-TIME)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-49450-121 PERA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-49450-122 FICA(6.2) MEDICARE (1.45)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 49450 SEWER	\$0.00	\$0.00	\$0.00	\$0.00	
FUND 201 COVID RELIEF FUND	\$0.00	\$130.57	\$391.71	-\$391.71	

Account Descr	2022 YTD Budget	June 2022 Amt	2022 YTD Amt	2022 YTD Balance	%YTD Budget
FUND 202 LAWFUL GAMBLING FUND					
DEPT 45300 PARK MAINTENANCE					
E 202-45300-490 CONTRIBUTIONS/DONATIONS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 45300 PARK MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	
FUND 202 LAWFUL GAMBLING FUND	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2022 YTD Budget	June 2022 Amt	2022 YTD Amt	2022 YTD Balance	%YTD Budget
FUND 309 DEBT SERV PUB SAF BLD 01					
DEPT 47000 DEBT SERVICE					
E 309-47000-601 BOND PRINCIPAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 309-47000-611 INTEREST EXPENSE (Loan)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 309-47000-620 AGENCY FEES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47000 DEBT SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	
FUND 309 DEBT SERV PUB SAF BLD 01	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2022 YTD Budget	June 2022 Amt	2022 YTD Amt	2022 YTD Balance	%YTD Budget
FUND 311 DRAKE DR. ROAD IMPROVEMENT					
DEPT 47000 DEBT SERVICE					
E 311-47000-720 TRANSFERS OUT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47000 DEBT SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	
FUND 311 DRAKE DR. ROAD IMPROVEMENT	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2022 YTD Budget	June 2022 Amt	2022 YTD Amt	2022 YTD Balance	%YTD Budget
FUND 312 GEO CERT. 2007 A.					
DEPT 47000 DEBT SERVICE					
E 312-47000-720 TRANSFERS OUT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47000 DEBT SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	
FUND 312 GEO CERT. 2007 A.	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2022 YTD Budget	June 2022 Amt	2022 YTD Amt	2022 YTD Balance	%YTD Budget
FUND 314 2015A- GO BOND					
DEPT 43121 STREETS AND HIGHWAYS					
E 314-43121-620 AGENCY FEES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43121 STREETS AND HIGHWAYS	\$0.00	\$0.00	\$0.00	\$0.00	
DEPT 47000 DEBT SERVICE					
E 314-47000-601 BOND PRINCIPAL	\$0.00	\$0.00	\$150,000.00	-\$150,000.00	0.00%
E 314-47000-611 INTEREST EXPENSE (Loan)	\$0.00	\$0.00	\$8,506.25	-\$8,506.25	0.00%
E 314-47000-620 AGENCY FEES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47000 DEBT SERVICE	\$0.00	\$0.00	\$158,506.25	-\$158,506.25	
FUND 314 2015A- GO BOND	\$0.00	\$0.00	\$158,506.25	-\$158,506.25	



Account Descr	2022 YTD Budget	June 2022 Amt	2022 YTD Amt	2022 YTD Balance	%YTD Budget
FUND 315 2020A-GO Bond					
DEPT 47000 DEBT SERVICE					
E 315-47000-601 BOND PRINCIPAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 315-47000-611 INTEREST EXPENSE (Loan)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 315-47000-621 ISSUANCE COSTS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47000 DEBT SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	
FUND 315 2020A-GO Bond	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2022 YTD Budget	June 2022 Amt	2022 YTD Amt	2022 YTD Balance	%YTD Budget
FUND 401 BUILDINGS CAPITAL IMPRMT FUND					
DEPT 41940 GENERAL GOVERNMENT BUILDING					
E 401-41940-103 COUNCIL SALARIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 401-41940-530 CAPITAL OUTLAY (CONST.)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 401-41940-580 CAPITAL OUTLAY (BUILDING)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 41940 GENERAL GOVERNMENT BUILDING	\$0.00	\$0.00	\$0.00	\$0.00	
FUND 401 BUILDINGS CAPITAL IMPRMT FUND	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2022 YTD Budget	June 2022 Amt	2022 YTD Amt	2022 YTD Balance	%YTD Budget
FUND 402 ROAD CAPITAL IMPROVEMENTS FUND					
DEPT 49450 SEWER					
E 402-49450-303 ENGINEERING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 402-49450-304 CIVIL, LEGAL (K&G)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 402-49450-350 PRINTING & PUBLICATIONS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 402-49450-530 CAPITAL OUTLAY (CONST.)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 402-49450-620 AGENCY FEES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 49450 SEWER	\$0.00	\$0.00	\$0.00	\$0.00	
FUND 402 ROAD CAPITAL IMPROVEMENTS FUND	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2022 YTD Budget	June 2022 Amt	2022 YTD Amt	2022 YTD Balance	%YTD Budget
FUND 403 EQUIPMENT CAPITAL IMPROVEMENTS					
DEPT 43100 PUBLIC WORKS					
E 403-43100-590 CAPITAL OUTLAY (COMPUTER)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43100 PUBLIC WORKS	\$0.00	\$0.00	\$0.00	\$0.00	
FUND 403 EQUIPMENT CAPITAL IMPROVEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2022 YTD Budget	June 2022 Amt	2022 YTD Amt	2022 YTD Balance	%YTD Budget
FUND 404 ADMIN. CAPITAL FUND					
DEPT 43121 STREETS AND HIGHWAYS					
E 404-43121-303 ENGINEERING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 404-43121-304 CIVIL, LEGAL (K&G)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 404-43121-310 OTHER CONSULTING EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 404-43121-530 CAPITAL OUTLAY (CONST.)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 404-43121-720 TRANSFERS OUT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43121 STREETS AND HIGHWAYS	\$0.00	\$0.00	\$0.00	\$0.00	
FUND 404 ADMIN. CAPITAL FUND	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2022 YTD Budget	June 2022 Amt	2022 YTD Amt	2022 YTD Balance	%YTD Budget
FUND 405 PARK FUND					
DEPT 45100 RECREATION					
E 405-45100-720 TRANSFERS OUT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 45100 RECREATION	\$0.00	\$0.00	\$0.00	\$0.00	
FUND 405 PARK FUND	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2022 YTD Budget	June 2022 Amt	2022 YTD Amt	2022 YTD Balance	%YTD Budget
FUND 415 2020 STREET IMPROVEMENT					
DEPT 41940 GENERAL GOVERNMENT BUILDING					
E 415-41940-304 CIVIL, LEGAL (K&G)	\$0.00	\$495.00	\$495.00	-\$495.00	0.00%
E 415-41940-308 ARCHITECTURE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 415-41940-601 BOND PRINCIPAL	\$0.00	\$0.00	\$35,000.00	-\$35,000.00	0.00%
E 415-41940-611 INTEREST EXPENSE (Loan)	\$0.00	\$40,496.25	\$81,517.50	-\$81,517.50	0.00%
DEPT 41940 GENERAL GOVERNMENT BUILDING	\$0.00	\$40,991.25	\$117,012.50	-\$117,012.50	
DEPT 43100 PUBLIC WORKS					
E 415-43100-303 ENGINEERING	\$0.00	\$430.00	\$3,071.00	-\$3,071.00	0.00%
E 415-43100-530 CAPITAL OUTLAY (CONST.)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43100 PUBLIC WORKS	\$0.00	\$430.00	\$3,071.00	-\$3,071.00	
DEPT 47000 DEBT SERVICE					
E 415-47000-621 ISSUANCE COSTS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47000 DEBT SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	
FUND 415 2020 STREET IMPROVEMENT	\$0.00	\$41,421.25	\$120,083.50	-\$120,083.50	

Account Descr	2022 YTD Budget	June 2022 Amt	2022 YTD Amt	2022 YTD Balance	%YTD Budget
FUND 416 CITY HALL REMODEL					
DEPT 41940 GENERAL GOVERNMENT BUILDING					
E 416-41940-303 ENGINEERING	\$0.00	\$0.00	\$10,706.37	-\$10,706.37	0.00%
E 416-41940-308 ARCHITECTURE	\$0.00	\$0.00	\$8,433.30	-\$8,433.30	0.00%
DEPT 41940 GENERAL GOVERNMENT BUILDING	\$0.00	\$0.00	\$19,139.67	-\$19,139.67	
DEPT 43100 PUBLIC WORKS					
E 416-43100-530 CAPITAL OUTLAY (CONST.)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 416-43100-580 CAPITAL OUTLAY (BUILDING)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43100 PUBLIC WORKS	\$0.00	\$0.00	\$0.00	\$0.00	
DEPT 47000 DEBT SERVICE					
E 416-47000-621 ISSUANCE COSTS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47000 DEBT SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	
FUND 416 CITY HALL REMODEL	\$0.00	\$0.00	\$19,139.67	-\$19,139.67	



Account Descr	2022 YTD Budget	June 2022 Amt	2022 YTD Amt	2022 YTD Balance	%YTD Budget
FUND 430 CITY PROJECTS AGENCY FUND					
DEPT 41900 PLANNING AND ZONING					
E 430-41900-303 ENGINEERING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 430-41900-304 CIVIL, LEGAL (K&G)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 430-41900-307 PLANNER CONTRACT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 430-41900-310 OTHER CONSULTING EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 430-41900-311 WATER RESOURCE STAFF FEE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 430-41900-810 REFUND & REIMBURSEMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 430-41900-999 PRIOR PERIOD ADJ.	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 41900 PLANNING AND ZONING	\$0.00	\$0.00	\$0.00	\$0.00	
FUND 430 CITY PROJECTS AGENCY FUND	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2022 YTD Budget	June 2022 Amt	2022 YTD Amt	2022 YTD Balance	%YTD Budget
FUND 602 SEWER FUND					
DEPT 49450 SEWER					
E 602-49450-101 WAGES (FULL-TIME)	\$58,746.00	\$4,017.93	\$21,436.70	\$37,309.30	36.49%
E 602-49450-121 PERA	\$4,335.00	\$301.35	\$1,811.21	\$2,523.79	41.78%
E 602-49450-122 FICA(6.2) MEDICARE (1.45)	\$5,055.00	\$307.37	\$1,847.41	\$3,207.59	36.55%
E 602-49450-131 CITY PAID BENEFIT ALLOWANCE-LI	\$14,094.00	\$1,101.39	\$11,111.08	\$2,982.92	78.84%
E 602-49450-210 OPERATING SUPPLIES/MTN EQUIP.	\$18,327.00	\$59.59	\$1,924.59	\$16,402.41	10.50%
E 602-49450-301 AUDITING FEES	\$1,060.00	\$0.00	\$0.00	\$1,060.00	0.00%
E 602-49450-303 ENGINEERING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 602-49450-304 CIVIL, LEGAL (K&G)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 602-49450-310 OTHER CONSULTING EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 602-49450-331 CONFERENCE & TRAVEL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 602-49450-360 WORKERS COMP INSURANCE	\$706.00	\$66.08	\$706.36	-\$0.36	100.05%
E 602-49450-361 INSURANCE	\$983.00	\$0.00	\$1,052.14	-\$69.14	107.03%
E 602-49450-375 CLAIM DEDUCTIBLE	\$2,156.00	\$0.00	\$500.00	\$1,656.00	23.19%
E 602-49450-380 ELECTRIC & GAS UTILITIES	\$560.00	\$213.10	\$17,451.45	-\$16,891.45	3116.33%
E 602-49450-401 MAINT.&REPAIR BLD CONTRACT	\$22,000.00	\$0.00	\$210.00	\$21,790.00	0.95%
E 602-49450-404 MAINT.&REPAIR EQUIP.(CONTRACT)	\$21,860.00	\$320.00	\$3,896.00	\$17,964.00	17.82%
E 602-49450-405 MISCELLANEOUS	\$0.00	\$0.00	\$520.00	-\$520.00	0.00%
E 602-49450-414 METRO COUNCIL-ENVIRON.(SER CH)	\$1,650.00	\$8,290.18	\$29,015.63	-\$27,365.63	1758.52%
E 602-49450-415 SAC CHARGES	\$42,000.00	\$0.00	\$4,994.85	\$37,005.15	11.89%
E 602-49450-416 DEPRECIATION	\$131,933.00	\$10,995.00	\$65,970.00	\$65,963.00	50.00%
E 602-49450-417 LICENSES & PERMITS	\$135,064.00	\$0.00	\$0.00	\$135,064.00	0.00%
E 602-49450-433 DUES & SUBSCRIPTIONS	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
E 602-49450-560 CAPITAL OUTLAY (OFFICE EQUIP.)	\$795.00	\$0.00	\$0.00	\$795.00	0.00%
E 602-49450-570 CAPITAL OUTLAY (EQUIPMENT)	\$560.00	\$0.00	\$7,145.00	-\$6,585.00	1275.89%
E 602-49450-601 BOND PRINCIPAL	\$57,910.00	\$0.00	\$60,000.00	-\$2,090.00	103.61%
E 602-49450-611 INTEREST EXPENSE (Loan)	\$80,000.00	\$0.00	\$5,422.50	\$74,577.50	6.78%
E 602-49450-620 AGENCY FEES	\$15,674.00	\$0.00	\$0.00	\$15,674.00	0.00%
E 602-49450-999 PRIOR PERIOD ADJ.	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 49450 SEWER	\$615,568.00	\$25,671.99	\$235,014.92	\$380,553.08	
FUND 602 SEWER FUND	\$615,568.00	\$25,671.99	\$235,014.92	\$380,553.08	

Account Descr	2022 YTD Budget	June 2022 Amt	2022 YTD Amt	2022 YTD Balance	%YTD Budget
FUND 999 CONVERSION FUND					
DEPT 41000 LEGISLATIVE					
E 999-41000-416 DEPRECIATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 41000 LEGISLATIVE	\$0.00	\$0.00	\$0.00	\$0.00	
DEPT 41500 CITY CLERK/FINANCE					
E 999-41500-101 WAGES (FULL-TIME)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 999-41500-102 WAGES (PART-TIME)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 999-41500-500 Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 41500 CITY CLERK/FINANCE	\$0.00	\$0.00	\$0.00	\$0.00	
DEPT 41940 GENERAL GOVERNMENT BUILDING					
E 999-41940-510 C.O.(LAND & BLD. - 804)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 41940 GENERAL GOVERNMENT BUILDING	\$0.00	\$0.00	\$0.00	\$0.00	
DEPT 42000 PUBLIC SAFETY					
E 999-42000-101 WAGES (FULL-TIME)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 999-42000-416 DEPRECIATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 999-42000-626 CHANGE IN JOINT VENTURE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 42000 PUBLIC SAFETY	\$0.00	\$0.00	\$0.00	\$0.00	
DEPT 43100 PUBLIC WORKS					
E 999-43100-101 WAGES (FULL-TIME)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 999-43100-416 DEPRECIATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 999-43100-500 Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 999-43100-530 CAPITAL OUTLAY (CONST.)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43100 PUBLIC WORKS	\$0.00	\$0.00	\$0.00	\$0.00	
DEPT 45200 COMMUNITY SERVICE					
E 999-45200-416 DEPRECIATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 45200 COMMUNITY SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	
DEPT 47000 DEBT SERVICE					
E 999-47000-601 BOND PRINCIPAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 999-47000-602 LEASE/PURCHASE (COPIER)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 999-47000-611 INTEREST EXPENSE (Loan)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 999-47000-625 AMORITIZATION EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47000 DEBT SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	
DEPT 49450 SEWER					
E 999-49450-101 WAGES (FULL-TIME)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 999-49450-500 Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 49450 SEWER	\$0.00	\$0.00	\$0.00	\$0.00	
FUND 999 CONVERSION FUND	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2022 YTD Budget	June 2022 Amt	2022 YTD Amt	2022 YTD Balance	%YTD Budget
	\$4,052,300.00	\$340,965.20	\$2,449,694.01	\$1,602,605.99	

Date: August 15<sup>th</sup>, 2022

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

From: Director Gary Kroells *G. Kroells*

SUBJECT: July 2022 ACTIVITY REPORT



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

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

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

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

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

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

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

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

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

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

# Monthly Activity Report

July 2022

Offense	This Month	Same Month Last Year	This Year To Date	Last Year To Date
<b>City Of Independence</b>				
Criminal	5	8	37	62
Traffic	120	141	691	716
Part III	5	13	26	48
Part IV	31	29	211	211
Part V	136	174	690	849
<b>Total City of Independence</b>	<b>297</b>	<b>365</b>	<b>1,655</b>	<b>1,886</b>
<b>City Of Maple Plain</b>				
Criminal	10	2	33	47
Traffic	37	36	180	238
Part III	1	4	9	20
Part IV	28	15	145	138
Part V	51	63	320	405
<b>Total City Of Maple Plain</b>	<b>127</b>	<b>120</b>	<b>687</b>	<b>848</b>
<b>Grand Total Both Cities</b>	<b>424</b>	<b>485</b>	<b>2,342</b>	<b>2,734</b>
TZD	40	1	50	17
Agency Assists	30	9	150	85
<b>Total ICR Reports</b>	<b>424</b>	<b>495</b>	<b>2,542</b>	<b>2,836</b>
<b>How Received</b>				
Fax	8	9	41	84
In Person	13	24	64	138
Mail	2	2	8	18
Other	1	1	11	8
Phone	19	44	172	258
Radio	176	179	1,083	1,100
Visual	186	219	945	1,037
Email	11	16	100	186
Lobby Walk In	22	0	118	7
<b>Total</b>	<b>438</b>	<b>494</b>	<b>2,542</b>	<b>2,836</b>

July 2022 Part I & II

City of Maple Plain #'s 1 & 2

AGN	ICR	Title	Create Date	Grid #	Committed Date	MOC range	UCR Part
WHPS	22002314	Forgery/Rpt	2022-07-02	01	2022-07-02	M3001	2
WHPS	22002406	Citation	2022-07-08	01	2022-07-08	DC000	2
WHPS	22002432	4th Deg DWI	2022-07-10	01	2022-07-10	JGW01	2
WHPS	22002573	Thft Frm Auto Rp / Damage to prop	2022-07-19	01	2022-07-19	TD009	1
WHPS	22002714	Car Theft/Rpt	2022-07-30	01	2022-07-30	TB159	1
WHPS	22002421	DWI	2022-07-09	02	2022-07-09	JGW01	2
WHPS	22002620	Attempted Auto Theft	2022-07-24	02	2022-07-24	VA021	1
WHPS	22002712	Domestic	2022-07-30	02	2022-07-30	AL351	2

July 2022 Part I & II

City of Independence Grid #'s 3-5

WHPS	22002423	Burglary/Rpt	2022-07-09	03	2022-07-09	B2330	1
WHPS	22002474	Citation - Open Bottle, MJ and Speed	2022-07-13	03	2022-07-13	DA540	2



WHPS	22002555	Chase/Pursuit	2022-07-18	03	2022-07-18	W3690	2
WHPS	22002618	Citation	2022-07-24	05	2022-07-24	M4104	2

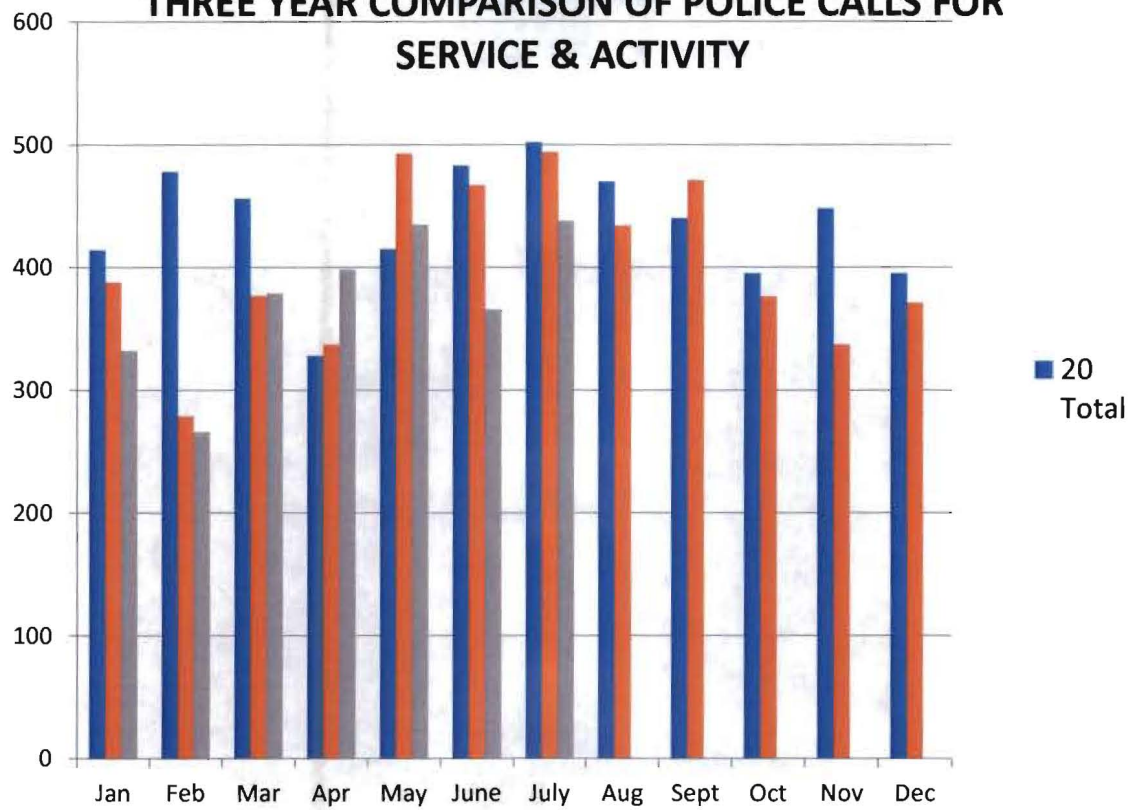
**July 2022 Part I & II**

**Outside WHPS Jurisdiction**

WHPS	22002649	3rd Deg DWI and WT Arrest in the City of Orono	2022-07-26	65	2022-07-25	JF501	2
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### THREE YEAR COMPARISON OF POLICE CALLS FOR SERVICE & ACTIVITY



# DIRECTOR'S NEWS & NOTES

## WEST HENNEPIN PUBLIC SAFETY

July 2022 Activity Report

### Year to Date Activity Report

At the end July 31, 2022, West Hennepin Public Safety (WHPS) handled year-to-date a total of 2,342 incident complaints: For the month of July; 288 incidents occurred in the City of Independence and 119 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:

#### Medical

July 1

5100 block of Sunset Lane, Independence. Officer dispatched to a report of a female who had fallen from a bicycle. Officer arrived on scene with LFD and North EMS. Upon arrival patient denied injury but did show signs of intoxication including slurred speech and odor of alcohol. Patient was evaluated by North EMS and officer cleared.

#### Fireworks

July 4

8600 block of Burr Oak Lane, Independence. Officer dispatched to a report of fireworks in the area. Officer arrived on scene and spoke to the party who was setting off fireworks. Officer advised the individual that aerial fireworks are not allowed in Minnesota. Officer cleared.

#### Domestic

July 4

Bryantwood Apartments, Maple Plain. Officer dispatched to a report of verbal domestic- not in progress. Officer spoke with the reporting party about the incident. Officer did not find any grounds for arrest. Officer provided reporting party with resources and cleared.

#### Harassment

July 4

1500 block of Howard Avenue, Maple Plain. Officer dispatched to a report of a harassment. Reporting party stated she was having some friends over for a 4<sup>th</sup> of July BBQ. Guests who were not invited arrived at the BBQ and a verbal argument ensued causing a disturbance. Officer is working with the reporting party to create a no trespass order.

#### Medical

July 4

4300 block of Woodhill Drive, Independence. Officer dispatched to a report of one who fell from a boat into the water. Patient was unconscious but was now alert and sitting on the dock. North Ambulance, Water Patrol and Loretto Fire were dispatched. Officer arrived on scene to assist Loretto Fire. Patient was then transported by North Ambulance.

#### Suspicious

July 5

Townline Road and Broadmoor Drive, Independence. Officer dispatched to a suspicious person on an electric bike. Reporting party stated that the bike had been in their back yard earlier that day. Officer arrived on scene and contacted the male party on the bike. Officer advised male to stop going through the back yards of residences. Officer cleared.

#### Motor Vehicle Crash

July 5

County Road 90 and Pagenkopf Road, Independence. Officer dispatched to a two-vehicle crash with minor injuries. Officer arrived on scene and contacted both involved parties. One party had a small bump and laceration on her left shin as well as a sore chest. Both drivers refused medical attention. Officer took a crash report and cleared.



Check Welfare

July 5 5800 block of Main Street W, Maple Plain. Officer dispatched to a check welfare. Reporting party stated they hadn't seen their neighbor for a few days and was concerned. Officer arrived on scene and contacted the male party and stated he was okay and didn't need assistance. Officer cleared.

Fraud

July 7 5700 block of Maple Ridge Drive, Maple Plain. Officer dispatched to a report of financial fraud application. Officer called the reporting party who stated she received multiple credit cards in the mail that she did not apply for. Officer advised reporting party to place alerts on her credit card and bank accounts. No monetary loss was found. Officer cleared.

Medical

July 7 5300 block of Lake Sarah Heights Drive, Independence. Officer dispatched to a report of an unconscious male. Officer arrived on scene and found male with a small laceration to the face and sweating profusely. North Ambulance arrived on scene and transported the male patient. Officer cleared.

Medical

July 7 1500 block of Howard Avenue, Maple Plain. Officer dispatched to a report of a possible heart issue. Officer arrived on scene and met with patient. Patient stated they ran out of blood pressure medicine and needed to get more. North Ambulance arrived on scene and transported patient.

Domestic

July 8 5000 block of Bryant Street, Maple Plain. Officer dispatched to a report of verbal domestic. Officers responded and contacted individuals involved. Officers learned that the verbal argument started due to a disagreement about child visitation. Parties were advised to separate, and officers cleared.

Harassment

July 8 6200 block of County Road 11, Independence. Officer dispatched to a report of an unwanted contact by a male party. Officer was advised that reporting party had a garage sale at their residence and posted some of the items on Facebook. Reporting party was then receiving harassing messages from subject stating the item was his. Officer investigated and found that the item did not belong to the subject. Officer advised to discontinue contact.

DWI

July 9 Highway 12 and Marsh Avenue, Maple Plain. Officer observed a vehicle speeding eastbound Highway 12. Officer conducted a traffic stop and found the driver of the vehicle to be impaired. Driver was fingerprinted, photographed, issued a citation for 4<sup>th</sup> Degree DWI and released to a responsible party.

Medical

July 11 4500 block of County Road 92, Independence. Officer dispatched to a report of a female who fell off a horse. Officer arrived on scene and met with patient. Patient never lost consciousness but had severe pain in her leg. North Ambulance arrived on scene and transported patient.

Suspicious

July 11 700 block of Copeland Road, Independence. Officer dispatched to a suspicious vehicle parked near the Pioneer Creek Golf Course and three occupants got out of the vehicle and walked through the golf course. Officer found out that the three individuals were walking on the golf course looking for a friend. Officer advised parties that the golf course is a private business and should not be walking across the course.

Solicitor  
July 11

4200 block of Woodhill Drive, Independence. Officer dispatched to a solicitor going door to door without a permit. Officer arrived on scene and found the solicitor who admitted they didn't have a permit. A verbal warning was given, and the company was advised not to sell without a license.

Harassment  
July 13

5200 block of Manchester Drive, Maple Plain. Officer dispatched to a harassment complaint. Reporting party states that a neighbor left two dried up pumpkins on his patio which turned into a verbal altercation. Officer removed pumpkins and advised both involved parties to stay away from one another.

Mental Health  
July 14

1500 block of Howard Avenue, Maple Plain. Officer dispatched to a check welfare. Reporting party stated she no longer felt safe inside the residence with their mother. Officer arrived on scene and spoke with the female who was requesting to go to a shelter in the cities. Officer transported female to the shelter.

DAS  
July 14

300 block of County Road 92, Independence. Officer observed a vehicle going high speeds and conducted a traffic stop. Driver admitted to not having a license. Male from Bloomington was cited for driving after suspension.

Motor Vehicle Crash

July 14

County Road 11 and County Road 92, Independence. Officer dispatched to a two-vehicle crash. Officers responded to the scene and confirmed there were no injuries. Officer completed a state crash report and cleared.

Medical  
July 15

2800 block of Nelson Road, Independence. Officer dispatched to a report of a male who fell from a scaffold and may have broken his arm. Officers responded along with Delano Fire and North EMS. Officer arrived on scene and found patient who was conscious and alert. Patient was transported by North EMS.

911 Hang-up  
July 17

4900 block of County Road 19, Independence. Officer dispatched to a report of multiple 911 hang-ups. Officer responded and met with homeowner outside who stated she was having trouble with her phone activating the SOS/911 feature. Officer helped female troubleshoot her phone and advised her to shut down the device until it was able to get repaired.

Medical  
July 17

4800 block of Gateway Boulevard, Maple Plain. Officer dispatched to a report of a female party with hip pain after a fall. Officer arrived on scene and was advised the patient was stable. Officer stood by while North Ambulance prepared the patient for transport.

Medical  
July 18

4900 block of Main Street, Maple Plain. Officer dispatched to one with difficulty breathing. Officer arrived on scene and met with male patient. Patient's breathing was short and rapid. North ambulance arrived on scene and discovered the patient had fluid in his lungs. Male was self-transported by a relative to the hospital.

Motor Vehicle Crash

July 19

County Road 90 and County Road 11, Independence. Officer dispatched to a T-bone accident where the suspect vehicle fled. Officer arrived on scene and looked for the suspect vehicle but was unable to locate it. Case is under investigation.



Civil  
July 19

5200 block of Clayton Drive, Maple Plain. Officer took a report from a resident who stated the sold their vehicle to a person from an online contract. The buyer came to the resident's home and was unable to provide the full payment amount. However, the buyer stated he would pay the difference later that week. Now the purchaser states the vehicle is not worth the asking price and refuses to pay the difference. Officer provided resources and ultimately told the reporting party that this is a civil issue that will have to go to civil court to get a judgement for the balance.

Medical  
July 20

4800 block of Gateway Blvd, Maple Plain. Officer dispatched to a report of a possible stroke. Officer arrived on scene and found patient sitting in the chair. The level of the patient's awareness was diminished, and the patient had a history of strokes. North Ambulance arrived on scene and transported female patient.

Motor Vehicle Crash

July 22

Highway 12 and County Road 90, Independence. Officer dispatched to a report of a semi-truck that rolled over. Officer arrived on scene and contacted the driver who was not injured. Driver admitted that he was driving too fast for the roundabout and the load he was carrying tipped sideways. Officer started a tow for the semi and cleared.

Medical  
July 22

6200 block of Waldemar Way, Independence. Officer was dispatched to a report of a male party experiencing chest pain. Officer arrived on scene and found the male in the bathroom complaining of abdominal pain. Patient told officer he felt better since his arrival. North EMS arrived on scene and took over patient care.

Disturbance  
July 23

4900 block of Main Street, Maple Plain. Officer dispatched to a verbal confrontation between two parties. Officer arrived on scene and contacted the two parties involved. Officer learned the argument was about a Facebook Marketplace transaction. The buyer met with the seller and stated he no longer wanted to purchase his item for sale. The two parties separated, and the officer cleared.

Gas Leak  
July 23

5900 block of Pagenkopf Road, Independence. Officer dispatched to a hit gas line. Officer learned that a crew on scene trenching an electrical line accidentally struck the gas line nearby. Officer arrived on scene and contacted Center Point Energy to repair the leak. Officer cleared.

Auto Theft  
July 24

5700 block of Three Oaks Avenue, Maple Plain. Officer dispatched to an attempted auto theft. Reporting party stated his vehicle was moved overnight. The vehicle was moved from his driveway and found a short distance from his home with the vehicle running and glove box open. This case is under investigation.

Theft  
July 25

7500 block of Pioneer Creek Road, Independence. Officer dispatched to a report a stolen sheep. Officer called the reporting party who stated he thought his sheep was missing but checked his entire property and did not locate it. Reporting party believes the sheep was stolen by the roadside. This case is being investigated.

Alarm  
July 26

1800 block of Pioneer Creek Center, Maple Plain. Officer dispatched to an alarm. Officer arrived on scene and found one of the service doors to be open. Officer cleared the building and nothing suspicious was found. All other doors to the building were secured. Officer cleared.

Forgery  
July 27

5700 block of County Road 6, Independence. Officer dispatched to a report of a forgery. Officer called the reporting party who stated he received two denial letters for personal loan applications that he never applied for. Officer took a formal report and advised the reporting party to call back if there were any signs of financial loss. Case under investigations.

Medical  
July 28

4800 block of Gateway Boulevard, Maple Plain. Officer dispatched to a report of a head injury. Officer arrived on scene along with North Ambulance and Maple Plain Fire. Patient had fallen out of her chair and was stuck under the table. Patient had a lump on her head and some hip pain. North transported the patient.

Domestic  
July 30

5900 block of Three Oaks Avenue, Maple Plain. Officers were dispatched to a physical domestic. Officers responded and contacted the individuals involved. Officers observed fresh injuries on the victim. Officers transported the suspect, Paul Richard Anderberg (61), to Hennepin County Adult Detention Center without incident, where he was charged with Domestic Assault.

Boat Theft  
July 30

1500 block of Howard Avenue, Maple Plain. Officers responded to a theft report. The victim reported the boat, motor, and trailer was missing. The boat, motor, and trailer were parked on the road unsecured. The case is under investigation.

Medical  
July 30

4800 block of Gateway Boulevard, Maple Plain. Officer was dispatched to a report of a male party experiencing chest pain. The victim was non-verbal due to a preexisting condition. Officer arrived on scene and spoke to the victim's wife. North Memorial Paramedics arrived on scene and began taking vitals and cleared the officer from the scene.

Assist  
July 31

Intersection of Highway 12 and County Line Road, Independence. Officer assisted Minnesota State Patrol after being informed that a motorcyclist was traveling at a high rate of speed into Independence from Delano. The Officer searched the area to make sure the driver didn't crash in the city of Independence. Later, the Officer observed the motorcycle traveling over 100 miles per hour in the area of County Road 6 and County Road 19. The Officer did not pursue or attempt to stop the motorcycle. The motorcycle later crashed in Orono and the driver was taken into custody by the Minnesota State Patrol.

Medical  
July 31

1500 block of Howard Avenue, Maple Plain. Officer was dispatched to a medical regarding someone in pain from infected bed sores. The patient refused treatment. The Officer and North Memorial Paramedics determined the patient could care for their self, so they cleared the scene.

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

## City of Independence

### Consider Approval of Master Partnership Contract with MnDOT for the Highway 12 Lights

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To: City Council  
From: Mark Kaltsas, City Administrator  
Meeting Date: August 16, 2022

#### *Discussion:*

Since 2015, the City of Independence and MnDOT have had an agreement in place relating to maintenance of the lighting installed along the Highway 12. The City determined that contracting maintenance and location services with MnDOT for the Highway 12 lighting was the most efficient and cost-effective way to maintain the lighting. MnDOT has presented the City with a renewal for the Master Partnership Agreement noting that the current agreement expires in 2022. The new contract would run through June 30, 2027. The City can opt out of the agreement with 30 days written notice. In the future, the City can reevaluate the agreement to determine the service and value provided by MnDOT.

#### *Summary:*

The Council is asked to consider entering into a master services agreement with MnDOT and allowing for the City Administrator to authorize work orders in accordance with the provisions stipulated in the contract. In order to proceed with the maintenance contract, the Council will need to consider adoption of **Resolution 22-0816-01**.

ATTACHMENTS: **Master Partnership Agreement**  
**Resolution 22-0816-01**



Metro State Aid  
1500 County Road B2, Roseville, MN 55113

651-234-7773  
[sharon.lemay@state.mn.us](mailto:sharon.lemay@state.mn.us)

To: Local Agency

Date: August 12, 2022

RE: **Proposed Master Partnership Contract**

Attached is a copy of a proposed master partnership contract between the Minnesota Department of Transportation (Mn/DOT) and your Local Agency.

The Master Partnership Contract provides a framework for Mn/DOT and Local Agencies to provide services and payment to each other. A few MnDOT provided routine services are included in the contract—see Exhibit A-- but all other services require work orders describing costs and scope.

Kindly review the enclosed document and if acceptable, arrange to have it presented to your Council/Board for their approval and execution. Please provide signatures only under the **Local Government** heading.

Also required is a new resolution passed by the Council/Board authorizing its officials to sign and execute the agreement on its behalf. **(Only the named officials may sign the agreement: if anyone else signs in the named official's place, the agreement will not be executed.)**

Please return to me at [sharon.lemay@state.mn.us](mailto:sharon.lemay@state.mn.us). Please note that no work shall be performed by Mn/DOT personnel until the full execution of the agreement. After execution by Mn/DOT and other State officials, a copy of the agreement will be returned to you.

If you have any questions or require additional information, please feel free to contact me at 651-234-7773. If your local agency will not be executing this contract, please send me an email informing me of this so I can remove you from our list.

Thank You

Sharon LeMay, Metro State Aid

[An Equal Opportunity Employer](#)







RESOLUTION OF THE  
CITY OF INDEPENDENCE  
HENNEPIN COUNTY, MINNESOTA

**RESOLUTION NO. 22-0816-01**

**A RESOLUTION APPROVING THE MASTER PARTNERSHIP CONTRACT  
BETWEEN THE CITY OF INDEPENDENCE AND  
THE MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT)**

WHEREAS, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MINNESOTA:

1. That the City of Independence enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the Council.
2. That the proper City of Independence Mayor and City Administrator are authorized to execute such contract, and any amendments thereto.
3. That the City of Independence City Administrator is authorized to negotiate work order contracts pursuant to the Master Contract which work order contracts may provide for payment to or from MnDOT, and that the City of Independence City Administrator may execute such work order contracts on behalf of the City of Independence without further approval by this Council.

This resolution was adopted by the City Council of the City of Independence on this 16<sup>th</sup> day of August 2022, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

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

ATTEST:

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

**EXHIBIT A**  
(Master Partnership Contract)

Metro State Aid  
1500 County Road B2, Roseville, MN 55113

651-234-7773  
[sharon.lemay@state.mn.us](mailto:sharon.lemay@state.mn.us)

To: Local Agency

Date: August 12, 2022

RE: **Proposed Master Partnership Contract**

Attached is a copy of a proposed master partnership contract between the Minnesota Department of Transportation (Mn/DOT) and your Local Agency.

The Master Partnership Contract provides a framework for Mn/DOT and Local Agencies to provide services and payment to each other. A few MnDOT provided routine services are included in the contract—see Exhibit A-- but all other services require work orders describing costs and scope.

Kindly review the enclosed document and if acceptable, arrange to have it presented to your Council/Board for their approval and execution. Please provide signatures only under the **Local Government** heading.

Also required is a new resolution passed by the Council/Board authorizing its officials to sign and execute the agreement on its behalf. **(Only the named officials may sign the agreement: if anyone else signs in the named official's place, the agreement will not be executed.)**

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If you have any questions or require additional information, please feel free to contact me at 651-234-7773. If your local agency will not be executing this contract, please send me an email informing me of this so I can remove you from our list.

Thank You

Sharon LeMay, Metro State Aid

[An Equal Opportunity Employer](#)



**STATE OF MINNESOTA  
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the Independence City, acting through its City Council, in this contract referred to as the “Other Party.”

**Recitals**

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1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

**Contract**

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**1. Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**

- 1.1. **Effective Date:** This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State’s Authorized Representative.
- 1.2. **Expiration Date.** This Contract will expire on June 30, 2027.
- 1.3. **Exhibits.** Exhibit A is attached and incorporated into this agreement.
- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

## 2. Technical Services

- 2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
  - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

## 3. Services Requiring a Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing

relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

#### 4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
  - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
  - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will

furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
  - 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
  - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
  - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration.** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
  - 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
  - 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
  - 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
  - 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
  - 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
  - 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
  - 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.



- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
  - a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.
  - b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
  - c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
  - d. All improvements constructed on the State's right-of-way will become the property of the State.

## **5. Responsibilities of the Requesting Party**

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

## **6. Time**

- 6.1. In the performance of project work under a work order contract, time is of the essence.

## **7. Consideration and Payment**

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed \$500,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

**7.4. Payment**

- 7.4.1. **Generally.** The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
- 7.4.2. **Payment by the Other Party.**
- a. The Other Party will make payment to the order of the Commissioner of Transportation.
  - b. IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.
  - c. Remit payment to the address below:  
MnDOT  
Attn: Cash Accounting  
RE: MnDOT Contract Number 1050165W[XX] and Invoice Number: 00000[#####]  
(see note above)  
Mail Stop 215  
395 John Ireland Blvd  
St. Paul, MN 55155
- 7.4.3. **Payment by the State.**
- a. Generally. The State will promptly pay the Other Party after the Other Party presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
  - b. Retainage for Professional and Technical Services. For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.

**8. Conditions of Payment**

- 8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and

regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

**9. State's Authorized Representative and Project Manager**

- 9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 9.2. The State's Project Manager will be identified in each work order contract.

**10. Other Party's Authorized Representative and Project Manager**

- 10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.
- 10.2. The Other Party's Project Manager will be identified in each work order contract.

**11. Assignment, Amendments, Waiver, and Contract Complete**

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

**12. Liability**

- 12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

**13. State Audits**

- 13.1. Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

**14. Government Data Practices and Intellectual Property**

- 14.1. **Government Data Practices.** The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.
- 14.2. **Intellectual Property Rights**

**14.2.1. Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

**14.2.2. Obligations with Respect to Intellectual Property.**

- a. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

**15. Affirmative Action**

- 15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:
- 15.2. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

- 15.3. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.4. **Minn. R. Parts 5000.3400-5000.3600.**
- 15.4.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.4.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
- The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
  - The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.4.3. **Consequences.** The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.4.4. **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

## 16. Workers' Compensation

- 16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

## 17. **Publicity**

- 17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.
- 17.2. **Data Practices Act.** Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

## 18. **Governing Law, Jurisdiction, and Venue**

- 18.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 19. **Prompt Payment; Payment to Subcontractors**

- 19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

## 20. **Minn. Stat. § 181.59.**

- 20.1. The Other Party will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

## 21. **Termination; Suspension**

- 21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Other Party for Convenience.** The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,

the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

## **22. Data Disclosure**

- 22.1. Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Other Party consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Other Party to file state tax returns and pay delinquent state tax liabilities, if any.

## **23. Defense of Claims and Lawsuits**

- 23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

## **24. Additional Provisions**

- 24.1. NONE

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**OTHER PARTY**

The Other Party certifies that the appropriate person(s) have executed the contract on behalf of the Other Party as required by applicable articles, bylaws, resolutions or ordinances.

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

**COMMISSIONER OF TRANSPORTATION**

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

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

Title: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

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

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



Exhibit A – Table of Technical Services  
Master Partnership Contract Program FY 2023-2027

Date: 3/28/2022

Source Code	Title	Description
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2855	Bridge Inspection Direct Support	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
2847	Bridge Poured/ Relief Joint Seal	All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance).
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.

Source		
Code	Title	Description
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1802	Construction Surveying	Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying
2106	Crack Sealing	All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.
3023	Elec Comm Eq Rep - Miles	
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
1800	Field Inspection	All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project related activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the construction project Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met.
1040	Final Design Surveys	All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys base map or DTM.
0601	Gen Training Preparation - Delivery	Use for time, materials, and travel expenses when developing or delivering training. includes course preparation, designing materials, and managing training records.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.

Source Code	Title	Description
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
2660	Misc Revenue	Used only by Office of Financial Management for billing and deposit transactions and to record payments to the department for gravel sold to contractors and others.
2822	Miscellaneous Bridge Maintenance	Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes work on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
2406	Plowing & Material Application	Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals using mobile equipment. Includes changing cutting edges during event and related traffic control.
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3007	Radio/Electronic System Engineering	Use for design of microwave, radio and miscellaneous electronic systems.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.

Source Code	Title	Description
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1879	State Furnished Materials	Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation.
1738	State Project - Specific Materials Inspection	Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related technical services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review of shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT. Use with

Source Code	Title	Description
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1500	Traffic Mgt System Maintenance	Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp meters, cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for maintenance activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
1870	Traffic Signal Maintenance	Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.

City of Independence  
Review of a Proposed 28 Unit Subdivision  
on the Subject Properties Generally Located  
at 2236 South Lake Shore Drive and to be known as BridgeVine

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To:	City Council
From:	Mark Kaltsas, City Planner
Meeting Date:	August 16, 2022
Applicant:	BohLand Development
Owner:	Clifford L. Otten Trust
Location:	2236 South Lake Shore Drive

**Request:**

Charles Wiemerslage and Steve Bohl – BohLand Development (Applicant) and Clifford L. Otten Trust (Owner) requests that the City consider the following actions for the properties generally located at 2236 South Lake Shore Drive, Independence, MN (PID No's. 24-118-24-14-0005, 24-118-24-11-0009 and 24-118-24-11-0012):

- a. A comprehensive plan amendment to allow the subject property to be re-guided to a new residential zoning district with standards to be determined.
- b. An ordinance amendment to allow planned unit developments as a conditional use in the Rural Residential Zoning District (at Final Plat)
- c. Rezoning of the property to Rural Residential.
- d. A conditional use permit to allow a planned unit development (at Final Plat).
- e. A preliminary plat for the proposed subdivision of the property into 28 single-family lots with a minimum lot size of 1 acre.

***Property/Site Information:***

The property is located on the north side of Perkinsville Road and in-between South Lake Shore Drive and County Road 19. The property has frontage on Lake Independence and is comprised primarily of agriculture land. There are two homes on the subject property along with several detached accessory buildings. The property is comprised of densely wooded areas, wetlands and tillable acreage.

Property Information: **2236 South Lake Shore Drive**  
Zoning: *Agriculture (S-Shoreland Overlay)*  
Comprehensive Plan: *Rural Residential*  
Acreage: ~48 acres

*2236 South Lake Shore Drive Aerial*





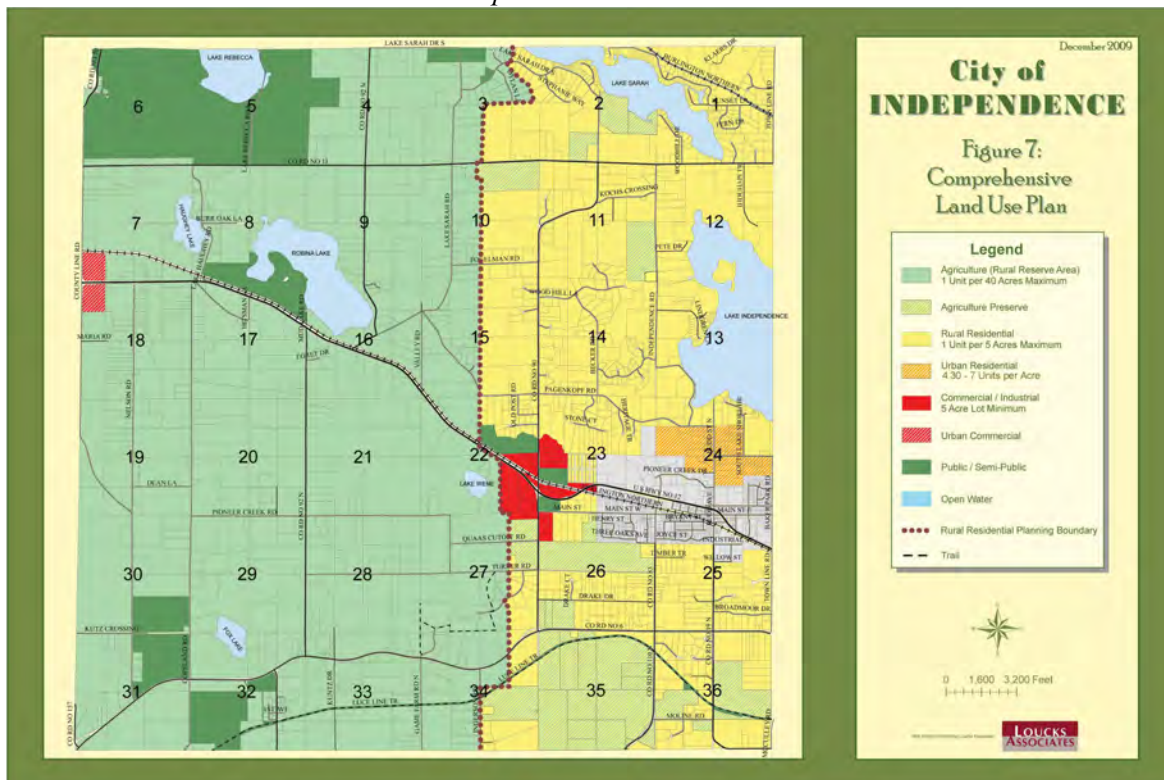
### ***Discussion:***

The City has reviewed and considered several concept plans for this property dating back to 2018. The initial concept plan submitted to the City was for a 96-unit subdivision. In 2020 a revised concept plan was submitted for a 28-unit subdivision. It was noted at that time that the City needed to finalize the Comprehensive Plan prior to considering any additional action on this property. The Comprehensive Plan is nearing completion and the City has received an application for a preliminary plat and associated actions relating to a new development on this property. Any consideration by the City relating to this application would be subject to finalization and approval of the City's 2040 Comprehensive and approval of a Comprehensive Plan Amendment to allow the development of this property.

### **Comprehensive Plan**

The City's adopted 2030 and Council Approved 2040 Plan (waiting for final Metropolitan Council approval) identifies this property as Rural Residential with limited sewer service. The Rural Residential designation allows for a general development density of 1 unit per 5 acres. The portion of the property that is located within the Shoreland Overlay zoning district could potentially be developed in accordance with the requisite shoreland standards. These standards generally allow for property within the shoreland overlay (1,000 feet from the OHWL) to be developed as one (1) acre lots if provided with City sewer. The City has noted that the property is currently served by the existing sanitary sewer which runs along two sides of the property (South Lake Shore and Perkinsville Road).

*2030 Comprehensive Land Use Plan*



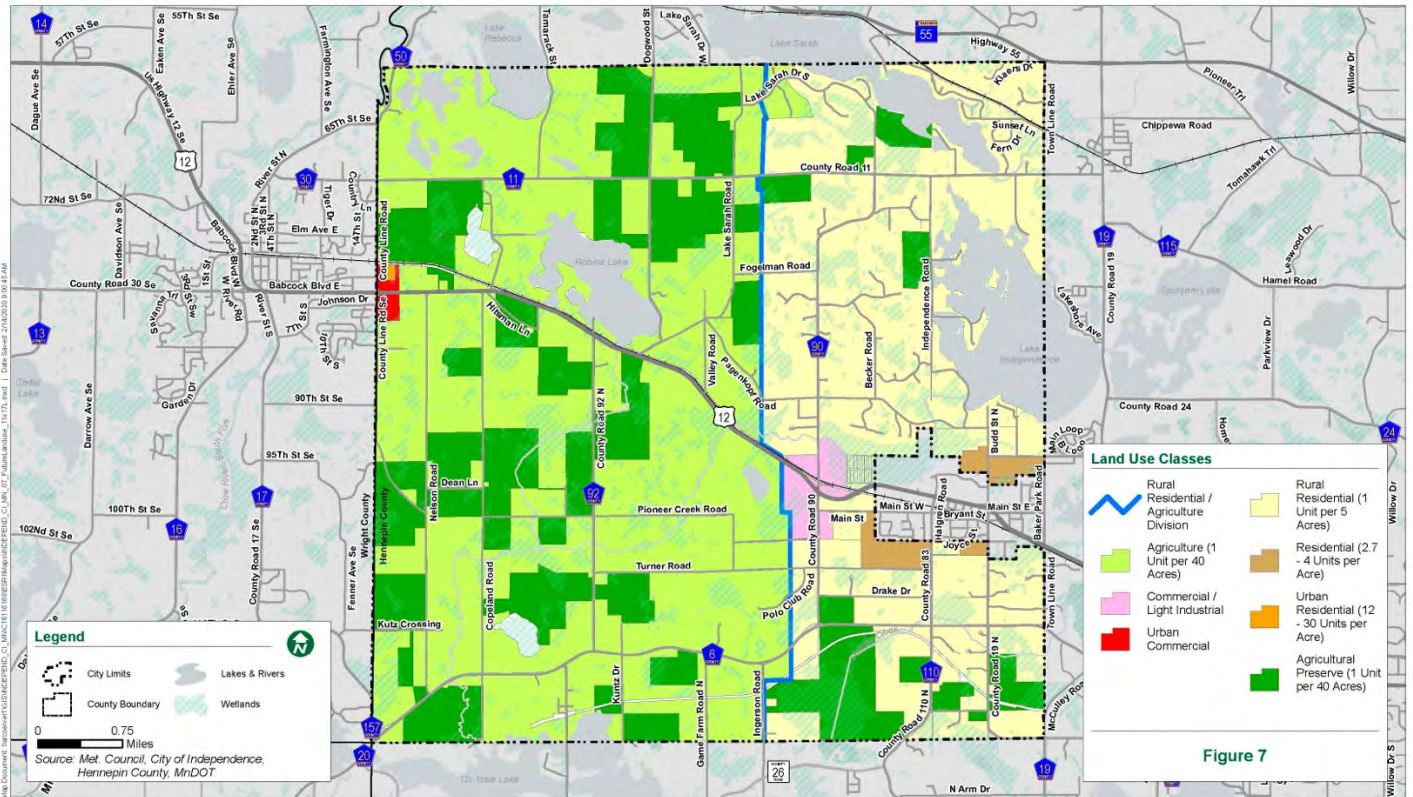


## City Approved 2040 Comprehensive Land Use Plan



2040 Comprehensive Plan  
Independence, MN

Future Land Use  
January 2020



### Proposed Subdivision - Preliminary Plat

The applicant has prepared a preliminary plat and associated plans for review by the City. The City has reviewed the plans and provided detailed comments and feedback to the applicant. The current guided designation would allow this property to be rezoned to Rural Residential with a portion of the property falling under the S-Shoreland Overlay (all property within 1,000 feet of the OHWL of Lake Independence). There are approximately 26 acres located within the area governed by the S-Shoreland Overlay. The number of lots that this area would yield is likely between 18-22 lots given the lakeshore, existing topography and configuration of the property covered by the overlay district. For the remaining 22 acres the number of lots that could be developed would be governed by the Rural Residential standards shown below. 22 acres could yield 4-5 lots depending on the exact acreage of the remaining land outside of the shoreland overlay area. The total number of lots that could be realized on this property utilizing the current zoning standards is estimated to be between 20-25.

The City reviewed the existing sewer system and met with the Metropolitan Council and the City of Medina relating to the possibility of developing this property. The relatively low density (less than 3 units per acre) of the proposed subdivision does present a challenge to gaining approval by the Metropolitan Council. Review of the City's sanitary sewer system identified the capacity

to service the proposed subdivision. The City has identified several upgrades and system improvements that will be necessary for this development to occur. The City would require a condition of approval to provide for any recommended updates necessary to the lift station to accommodate this development.

The City also completed a traffic analysis pertaining to the potential impacts of a potential 96-unit development. Generally, the traffic analysis found that there was capacity on CSAH 29 and Perkinsville Road to accommodate development of this parcel. It has been noted by the City that any development of this property would have potential traffic impacts to Perkinsville Road and County Road 29. The City has limited ability to require off-site improvements due to the current restrictions relating to impact fees. The City has continued to discuss possible improvements to the intersection of CSAH 19 and Perkinsville Road with Hennepin County along with trying to identify additional funding sources.

The City completed a detailed review of the proposed development and provided detailed comments to the applicant (see attached letter) as follows:

1. The proposed layout shows that those lots with direct shoreland would be developed so that the homes could be located at the top of the existing slope. This configuration is preferable due to the existing vegetation and slopes moving from south to north.
2. The surrounding area has a mixture of lot types, sizes and densities. A quick analysis of the approximately 21 surrounding (abutting) properties indicates that the average lot size is close to 1.5 acres with the smallest property being 0.2 acres. The nearby properties located on Lake Independence (within 1,000 feet of the subject property) also range in size with the average lots size being approximately 0.5 acres. The approximate net density of the abutting properties is approximately .75 units per acre. The proposed development would have a net density of .75 units per acre.
3. The proposed development would preserve a buffer and open space area along Perkinsville and South Lake Shore Drive. This area is proposed to be planted to help screen the proposed development from the surrounding properties. The applicant has prepared a preliminary landscape plan for further consideration. The City reviewed the preliminary landscape plan and offers several additional comments:
  - a. The proposed landscape plan should identify the actual existing trees to be saved. The plans note that the existing trees will remain along both Perkinsville Road and South Lake Shore Dr.
  - b. The City will want to see buffering and screening along the rear yards of Lots 15-18, Block 1.
4. The subject property has a significant natural feature that consists of a wooded “ravine” that runs from west to southeast through the northern portion of the property. The proposed plans have identified this area and show that a significant portion of this area would be preserved. It is noted that the applicant is willing to consider placing an

easement over the portion of this area that can be preserved to ensure its long-term protection. The City is recommending that a condition of the approval requires the establishment of a protective easement or similar conveyance tool.

5. A portion of the proposed property is located within 1,000 feet of Lake Independence and is therefore within the Shoreland Overlay District. This plan will be subject to the review of the Department of Natural Resources.
6. This plan will be subject to the review of the Pioneer Sarah Creek Watershed Commission.
7. The plan indicates all lots will be connected to City sewer. This property is guided by the City's Comprehensive Plan for RR-Rural Residential and currently has 2 sewer connections. In order for the City to consider connection to the City sewer, a Comprehensive Plan Amendment will be required. In addition to the comprehensive plan amendment, the City's sanitary sewer is routed through the City of Medina and permitted through the Quad City Agreement. An amendment to that agreement will be necessary in order to serve this property with sewer. Any initial approval of the proposed development will be subject to an amendment of the Comprehensive Plan and Quad Cities Agreement.
8. Additional comments relating to potential lift station upgrades, grading, road construction and infrastructure will be provided in a separate letter from the City's engineer.
9. The proposed preliminary plat indicates six lots with riparian access (frontage or access) on Lake Independence. Any lot directly abutting the lake would need to comply with applicable shoreland overlay standards. The shoreland overlay requires a minimum lot size of 1 acre and a minimum shoreland lot width of 100 linear feet. The subject property has approximately 700 linear feet of shoreline on Lake Independence. Detailed review of each riparian lot relating to slopes, bluffs and general grading will be required if the development is approved.
10. It is noted that there is a 30-foot-wide strip of land that borders Lake Independence along Maple Drive. The Planning Commission reviewed the proposed use of this lot as a common dock. Commissioners were concerned about the potential impact of this property on the adjacent lots. Commissioners recommended that the common use of this lot not be permitted. The applicant has revised their initial plan to now include a new Outlot located to the east of the 4915 South Lake Shore Dr. (furthest east property adjacent to subject property). The proposed Outlot (Outlot F) will allow for one (1) community owned pontoon boat to be docked on Lake Independence. The applicant has prepared a more detailed narrative and graphic exhibit of the proposed Outlot F and associated trail (attached to this report). The proposed use of this land as a common HOA element with a dock and boat slips will need to be further discussed and reviewed by the City. Staff is seeking direction from the City Council relating to this issue.
11. The City does not have applicable zoning for this type of sewer residential

development. It is proposed that the City's Rural Residential zoning ordinance be amended to allow Planned Unit Developments (PUD) in the Rural Residential zoning district. The City will need to adopt physical lot standards associated with the PUD. If a PUD is adopted, it is recommended that the riparian lakeshore lots be required to comply with applicable shoreland district standards. The City is recommending the following additional lot standards:

Minimum lot size:	1 acre (43,560 SF)
Minimum lot width:	100 feet at right of way line
Front yard setback:	35 feet from right of way line
Side yard setback:	15 feet
Corner yard setback:	35 feet
Rear yard setback:	40 feet
Shoreland setback:	100 feet
Setback from lake:	100 feet from ordinary high mark
Setback from wetland:	10 ten feet from the outside edge of the required wetland buffer

The plans will need to be revised to clearly show the building setbacks. It is also recommended that a plan be prepared that shows a "typical" house plan for each lot to verify that the lots can accommodate a home site. A draft ordinance amendment as been drafted for review and consideration. The ordinance amendment and PUD requirements would be considered at the time of final plat.

12. It does not appear that there are any proposed HOA/Covenant restrictions relating to accessory structures. Please provide additional information relating to proposed thoughts on accessory structures. The City would propose developing a new accessory structure provision with the PUD similar to the following:

Accessory Structure Maximum Size: 1,000 square feet (combined attached garage and detached accessory structures).

Accessory Structure Setbacks:	Front Yard – located to the rear of the principal structure. Side Yard – 15 feet Rear Yard – 40 feet
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Accessory Structure Height:	Maximum height shall be limited to 14 feet or height of principal structure, whichever is less. Maximum garage door height is eight 8 feet.
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13. The proposed plan indicates open space around the perimeter and includes Outlots A, B, C, D, and F. Outlot D, which is centrally located is proposed to contain an HOA community amenity space (see attached detailed plan). All Outlots will become the



responsibility of the homeowner's association established for this development. Documentation indicating the conveyance of this ownership and the maintenance responsibility has been provided to the City. The Outlots will be maintained as described in the HOA documents as mowed and managed landscape open areas.

14. The preliminary plat indicates a 66-foot-wide ROW and a 26-foot-wide road. The street construction plan indicates a 30-foot-wide street. The preliminary plat will need to be revised to match the construction drawings.
15. Lots 16 and 17, Block 1 are less than 1 acre in size and will need to be modified to meet the minimum lot size requirements.
16. There is an existing tree stand located on the property which is primarily along the ravine/drainage area. The City is concerned and desires that these areas are preserved and protected in the after condition of the property. The City has shoreland alteration limitations specified in the shoreland ordinance. In order to ensure that these trees and the ravine are fully preserved, it is recommended that a condition of the approval include adding language to the PUD relating to tree preservation on the lakeshore properties.
17. Please indicate the top of bluff structure setbacks on the site plan.
18. Please label all drainage and utility easements on the preliminary plat. It appears that there should be extended onto Lots 14 and 15 and 6 and 7, Block 1.
19. Park dedication will be required for this development. No dedication of open space was discussed during the concept plan review of this property. The proposed development does not include sidewalks or trails. Planning Commissioners discussed the possibility of adding a trail along South Lake Shore Dr. and Perkinsville Road. The applicant stated that they would be agreeable to a sidewalk. Staff is seeking direction from City Council relating to a sidewalk and or trail. The City had discussed a trail along Perkinsville at one time but understand that it may be challenging to extend the trail beyond this property without a designated connection point on CSAH 19. Cash in lieu of land will be required in accordance with the City's current park dedication fee of \$3,500 per lot (less than 4.99 acres). One park dedication credit will be given for the existing house proposed to remain. The park dedication fee requirement for this development is anticipated to be approximately \$94,500 (27 lots x \$3,500).
20. Please see the comments provided by the City's Water Resource Engineer, Shane Nelson, dated June 2, 2022, pertaining to water resources. Stormwater is going to be collected and routed to 2 stormwater ponds with adjacent filtration basins. Stormwater will be treated to maintain and improve water quality and also retained to ensure that the rate of runoff is not increased as a result of the proposed improvements. The majority of this sites water runoff will be collected prior to getting to the lake.
21. Please see the comments provided by the City's Civil Engineer, Andrew Budde, dated August 10, 2022, pertaining to engineering comments.

***Planning Commission Discussion/Recommendation:***

Planning Commissioners reviewed the request, held the public hearing and asked questions of staff and the applicant. Commissioners discussed the location of the 1,000-foot shoreland setback line. Commissioners also asked and discussed the number of lots that could be realized using the underlying zoning standards. Staff noted that this site would likely yield somewhere around 20-25 lots using the underlying zoning (see attached past concept plan with 1,000-foot shoreland line). Commissioners discussed a possible sidewalk being added within the development and or along South Lake Shore Drive. Commissioners noted that the ravine would make it challenging for owners of Lots 8 and 9 to get to the lake. The applicant noted that they would work with those lot owners to identify a walking path to get to the lake. Commissioners discussed the ravine, existing trees along the lakeshore and concerns relating to preservation of the natural resources. Commissioners recommended that protective easements be placed over the ravine and existing trees. Commissioners discussed the proposed Outlot E common dock. Commissioners noted concerns relating to the potential impact of the common dock to the adjacent properties. Commissioners recommended that the common dock and the use of Outlot E by the association be prohibited. Commissioners noted that a common Outlot located to the east could be considered. Commissioners reviewed the draft ordinance language and noted that accessory structure limitations and asked that the applicants covenants mirror the City language. Commissioners ultimately recommended approval of the proposed comprehensive plan amendment, subdivision, preliminary plat and rezoning with the addition of several conditions. The additional conditions included adding a sidewalk to the development, adding restrictive easements over the ravine area, restricting tree clearing along the ravine and lakeshore lots and limiting accessory structures as described within the draft ordinance language.

***Recommendation:***

The Planning Commission recommended approval of the application for a comprehensive plan amendment, rezoning and preliminary plat, subject to the approval of an ordinance amendment, conditional use permit, and Metropolitan Council approval of the comprehensive plan amendment with the following findings and conditions:

1. The proposed rezoning, preliminary plat and comprehensive plan amendment meet all applicable conditions, criteria and restrictions stated in the City of Independence Ordinance.
2. City Council approval of the preliminary plat is subject to approval and completion of the following items:
  - a) Metropolitan Council approval of a Comprehensive Plan Amendment.

- b) Review and adoption of an ordinance amendment to include planned unit developments as a conditional use in the RR-Rural Residential zoning district.
- c) Rezoning of the property from AG-Agriculture to RR-Rural Residential.
- d) Review and approval of a conditional use permit approving a planned unit development.
- e) Approval of the Quad City Agreement (stipulates sewer connections through Medina) by the applicable cities that are a party to the agreement.
- f) The Applicant shall address all engineering comments made by the City's Civil Engineer, Andrew Budde, dated August 10, 2022, pertaining to engineering comments.
- g) The Applicant shall address all engineering comments made by the City's Water Resource Engineer, Shane Nelson, dated June 2, 2022, pertaining to water resources.
- h) The Applicant shall make all revisions requested in the staff report, Planning Commission and City Council.
- i) The Applicant shall prepare a restrictive and protective easement over and across the area generally described as the "ravine" to the satisfaction of the City.
- j) The proposed PUD will include provisions and restrictions relating to tree removal on all riparian lots within the proposed subdivision. The final language will be drafted and considered at the time of final plat.
- k) The Applicant shall receive approval and comply with all applicable regulations and conditions prescribed by Pioneer Sarah Creek Watershed Management Organization.
- l) The Applicant shall receive the approval of the Department of Natural Resources.
- m) The Applicant shall enter into a development agreement with the City for this development.
- n) The Applicant shall provide a letter of credit as established by the development agreement for all improvements associated with this development.

- o) The Applicant shall provide the City with copies of the HOA agreement and covenants, including information related to the maintenance plantings and storm water easements.
  - p) The Applicant shall obtain all necessary City, County, PCA and other regulatory agency approval and permits prior to construction.
- 3. The Applicant shall pay for all costs associated with the City's review of the comprehensive plan amendment, subdivision, rezoning, ordinance amendment and conditional use permit and preliminary plat and general plan.
- 4. The Applicant shall submit the final plat to the City within 180 days of the preliminary plat approval.

***Attachments:***

Application  
Narrative  
Outlots Narrative and Trail Exhibit  
Preliminary Plat  
Construction Drawings  
Staff Comment Letters  
Draft Ordinance  
Underlying Zoning Concept Plan and Shoreland Setback Exhibit





RESOLUTION OF THE  
CITY OF INDEPENDENCE  
HENNEPIN COUNTY, MINNESOTA

**RESOLUTION NO. 22-0816-01**

**RESOLUTION APPROVING THE AMENDMENT TO THE 2040 COMPREHENSIVE  
PLAN FOR THE EXPANSION OF THE MUSA AS RECOMMENDED BY THE CITY  
OF INDEPENDENCE PLANNING COMMISSION AND CITY COUNCIL**

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 2019 to guide the development of the community; and

WHEREAS, the City has adopted a zoning ordinance and other official controls to assist in implementing the comprehensive plan; and

WHEREAS, Steve Bohl (Applicant) and Clifford L Otten Trust (Owner) request approval of a comprehensive plan amendment to support a preliminary plat to allow a 28 lot development of the properties generally located at 2236 South Lake Shore Drive, Independence, MN (PID No’s. 24-118-24-14-0005, 24-118-24-11-0009 and 24-118-24-11-0012) (the “Property”); and

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

WHEREAS, the Preliminary Plat is further depicted on **Exhibit B** attached hereto; and

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

WHEREAS, the City of Independence (hereinafter the City), in accordance with the Land Use Planning Act (Minn Stat. 473.145-473.871) has developed a Comprehensive Plan; and

WHEREAS, in December, 2019 the City of Independence adopted the 2040 Comprehensive Plan to promote the health, safety and welfare of the City by effectively guiding long-range growth and development within the City; and

WHEREAS, a public hearing was held on July 19, 2022 wherein the following Comprehensive Plan amendment herein adopted was reviewed and commented on by members of the public; and

WHEREAS, the City of Independence Planning Commission has reviewed and recommended the amendment to the Comprehensive Plan at a regular monthly meeting; and

WHEREAS, the City of Independence Planning Commission reviewed the Comprehensive Plan Amendment, found the amendment to be consistent with the vision of the Comprehensive Plan; and

WHEREAS, after said public hearing, the City Council will decide whether to adopt the proposed amendment to the Comprehensive Plan subject to approval by the Metropolitan Council; and

WHEREAS, the Comprehensive Plan may be used as the basis for, among other things, updating the zoning ordinance and as a guide for approving or disapproving actions affecting growth and development within the jurisdiction of the City of Independence; and

WHEREAS, this Comprehensive Plan may from time to time be amended; and

NOW, THEREFORE, BE IT RESOLVED, by the City of Independence City Council that the recommended Comprehensive Plan amendment is hereby adopted as a part of the City of Independence Comprehensive Plan, subject to the approval of the Metropolitan Council:

This resolution was adopted by the City Council of the City of Independence on this 16<sup>th</sup> of August 2022, by a vote of \_\_\_\_ ayes and \_\_\_\_ nays.

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

ATTEST:

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



RESOLUTION OF THE  
CITY OF INDEPENDENCE  
HENNEPIN COUNTY, MINNESOTA

**ORDINANCE NO. 2022-05**

**AN ORDINANCE AMENDING THE CITY OF INDEPENDENCE  
ZONING CODE, INCLUDING ZONING MAPS**

**THE CITY OF INDEPENDENCE, MINNESOTA DOES ORDAIN:**

Section 1. The City of Independence Zoning Code be amended to rezone 46.52 acres of the property identified as (PID No's. 24-118-24-14-0005, 24-118-24-11-0009, 24-118-24-11-0012) from A-Agriculture to RR Rural Residential and legally described as follows:

Parcel 1: The West 525 feet of the East 657 feet of Government Lot 1 except the South 246 feet of the East 444 feet thereof; That part of Government Lot 1 lying West of the East 657 feet thereof and South of Fred W. Anderson's Addition, all in Section 24, Township 118, Range 24, free and clear of all dedications of streets, roads, alleys and public use of property contained in the plat of Perkinsville, Hennepin County, Minnesota.

Parcel 2: Lots 13 to 25 inclusive, Fred W. Anderson's Addition, Hennepin County, Minnesota.

Parcel 3: Lot 4, Fred W. Anderson's Addition, except the East 2.00 feet, as measured at right angles to the East line thereof, free and clear of all dedications of streets, roads, alleys and public use of property contained in the plat of Perkinsville, Hennepin County, Minnesota.

That part of vacated Maple Street, dedicated in the plat of "Fred W. Anderson's Addition" lying southerly of the centerline of said Maple Street, and between the northerly extension across it of the westerly line of Lot 16, said plat, and the southerly extension across it of the centerline of Lake Street, said plat; That part of vacated Maple Street, dedicated in the plat of "Fred W. Anderson's Addition" lying southerly of the centerline of said Maple Street, and between the southerly extension across it of the centerline of Lake Street, as dedicated in said plat, and the northerly extension across it of the easterly line of Lot 25, said plat; That part of vacated Maple Street, dedicated in the plat of "Fred W. Anderson's Addition" lying northerly of the centerline of said Maple Street, and between the southerly extensions across it of the centerline of Lake Street, as dedicated in said plat, and westerly line of the East 2.00 feet of Lot 4, as measured of right angles to the East line thereof, said plat; That part of vacated Lake Street, dedicated in the plat of "Fred W. Anderson's Addition" lying easterly of the centerline of said Lake Street, as dedicated in said plat.

(All of the above property is Torrens)

AND

Lot Twenty-six (26) in Fred W. Anderson's Addition, Hennepin County, Minnesota, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said county.

(Abstract)

Section 2. The City Administrator is hereby directed to amend the City of Independence Zoning Ordinance, including Zoning Maps, in accordance with the foregoing amendment.

Section 3. Effective date. This ordinance shall be and is hereby declared to be in full force and effect after its passage and publication according to law.

Adopted this 16<sup>th</sup> day of August 2022.

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Marvin Johnson, Mayor

ATTEST:

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Mark Kaltsas, City Administrator



RESOLUTION OF THE  
CITY OF INDEPENDENCE  
HENNEPIN COUNTY, MINNESOTA

**RESOLUTION NO. 22-0816-02**

**A RESOLUTION GRANTING APPROVAL OF A PRELIMINARY PLAT  
TO BE KNOWN AS BRIDGEVINE**

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

WHEREAS, the City adopted a comprehensive plan in 2010 to guide the development of the community; and

WHEREAS, the City has adopted a zoning ordinance and other official controls to assist in implementing the comprehensive plan; and

WHEREAS, Steve Bohl (Applicant) and Clifford L Otten Trust (Owner) request approval of a Preliminary Plat to allow a 28 lot development of the properties generally located at 2236 South Lake Shore Drive, Independence, MN (PID No’s. 24-118-24-14-0005, 24-118-24-11-0009 and 24-118-24-11-0012) (the “Property”); and

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

WHEREAS, the Preliminary Plat is further depicted on **Exhibit B** attached hereto; and

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

WHEREAS the requested Preliminary Plat meets all requirements, standards, and specifications of the City of Independence zoning ordinance for Rural Residential lots; and

WHEREAS the Planning Commission held a public hearing on July 19, 2022, to review the application for the Rezoning and Preliminary Plat, 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; and

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 Steve Bohl for a Preliminary Plat to allow the subdivision of the property per the City's subdivision regulations with the following conditions:

1. The proposed rezoning, preliminary plat and comprehensive plan amendment meet all applicable conditions, criteria and restrictions stated in the City of Independence Ordinance.
2. City Councils approval of the preliminary plat is subject to approval and completion of the following items:
  - a) Metropolitan Council approval of a Comprehensive Plan Amendment.
  - b) Review and adoption of an ordinance amendment to include planned unit developments as a conditional use in the RR-Rural Residential zoning district.
  - c) Rezoning of the property from AG-Agriculture to RR-Rural Residential.
  - d) Review and approval of a conditional use permit approving a planned unit development.
  - e) Approval of the Quad City Agreement (stipulates sewer connections through Medina) by the applicable cities that are a party to the agreement.
  - f) The Applicant shall address all engineering comments made by the City's Civil Engineer, Andrew Budde, dated August 10, 2022, pertaining to engineering comments.
  - g) The Applicant shall address all engineering comments made by the City's Water Resource Engineer, Shane Nelson, dated June 2, 2022, pertaining to water resources.
  - h) The Applicant shall make all revisions requested in the staff report, Planning Commission and City Council.
  - i) The Applicant shall prepare a restrictive and protective easement over and across the area generally described as the "ravine" to the satisfaction of the City.
  - j) The proposed PUD will include provisions and restrictions relating to tree removal on all riparian lots within the proposed subdivision. The final language will be drafted and considered at the time of final plat.
  - k) The Applicant shall receive approval and comply with all applicable regulations and conditions prescribed by Pioneer Sarah Creek Watershed Management Organization.

- l) The Applicant shall receive the approval of the Department of Natural Resources.
  - m) The Applicant shall enter into a development agreement with the City for this development.
  - n) The Applicant shall provide a letter of credit as established by the development agreement for all improvements associated with this development.
  - o) The Applicant shall provide the City with copies of the HOA agreement and covenants, including information related to the maintenance plantings and storm water easements.
  - p) The Applicant shall obtain all necessary City, County, PCA and other regulatory agency approval and permits prior to construction.
- 3. The Applicant shall pay for all costs associated with the City's review of the comprehensive plan amendment, subdivision, rezoning, ordinance amendment and conditional use permit and preliminary plat and general plan.
  - 4. The Applicant shall submit the final plat to the City within ninety (90) days of the City Council approval of the Preliminary Plat.

This resolution was adopted by the City Council of the City of Independence on this 16<sup>th</sup> of August 2022, by a vote of \_\_\_\_ ayes and \_\_\_\_ nays.

---

Marvin Johnson, Mayor

ATTEST:

---

Mark Kaltsas, City Administrator

## EXHIBIT A

*(Legal Description)*

Parcel 1: The West 525 feet of the East 657 feet of Government Lot 1 except the South 246 feet of the East 444 feet thereof; That part of Government Lot 1 lying West of the East 657 feet thereof and South of Fred W. Anderson's Addition, all in Section 24, Township 118, Range 24, free and clear of all dedications of streets, roads, alleys and public use of property contained in the plat of Perkinsville, Hennepin County, Minnesota.

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(All of the above property is Torrens)

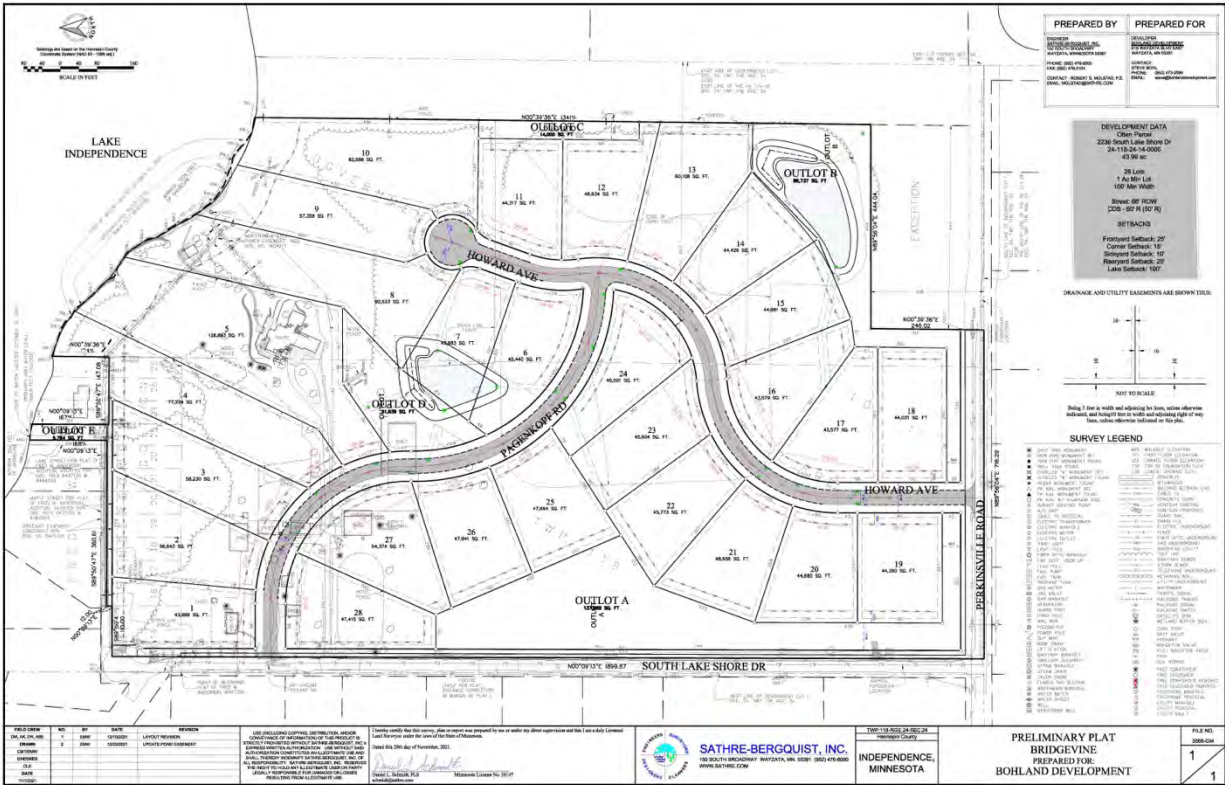
AND

Lot Twenty-six (26) in Fred W. Anderson's Addition, Hennepin County, Minnesota, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said county.

(Abstract)



(Preliminary Plat)





## City of Independence – Development Application BridgeVine

**July 13, 2022**

### **Additional Information & Narrative Update:**

- **Preliminary Landscape Plan**
- **Accessory Buildings**
- **Shoreland Overlay & the Ravine**

### **Preliminary Landscape Plan**

#### **General:**

Please see attached Preliminary Landscape Plan that gives an idea of how we anticipate replanting the on-site nursery stock and areas that will have new landscaping.

Following a theme reminiscent of a Vineyard, the neighborhood landscaping and park amenity will be designed with unique wood rail fencing and characteristic vines with a nod toward a vineyard and its charming character.

The Homeowners Association will bring the benefit of common area maintenance and architectural and landscape design review and approvals by the development team.

#### **Trees and Shrubs:**

This property has partially been a landscape nursery and has a significant number of transplantable trees and shrubs. Without counting, it is approximately 250+ potentially movable trees and shrubs. Every tree is important.

Our plan is to move as many trees as possible in the primary impact areas, bordering the property, along the interior street right of way, and within the neighborhood park. For any existing trees within the proposed grading limits, we will use our best efforts to replace them in common areas or along the ROW for the new street.

Upon approval of the Preliminary Plat, we will be meeting with a certified tree specialist to consider and mark what trees can be effectively moved. We will then meet with our grading contractor and tree moving company to coordinate and stage the moving.

We may mark and move some trees “stock temporary” that we will move spring/summer 2023.

On some of the individual lots, we will custom grade them to try and maintain as many of those trees as possible until a custom home is designed for the lot to help preserve more trees. In locations where there are possible movable trees on a lot that is not subject to grading for house pads, in lots where there are trees that are in the area of a house pad and are of landscape quality and movable, will be relocated somewhere on that lot

The existing trees outside of the grading limits may be moved around to create a buffer in the out lot common areas more open to adjoining neighbors. In the attached Preliminary Landscape Plan, it shows the areas of concentration where we will move trees.

The Preliminary Landscape Plan shows the areas where we will focus and concentrate on tree moving.

Although replanting and moving trees is an effort in sustainability, and to maintain the feel of mature landscaping, it does have a mortality rate when mature trees are moved. We will professional spade move all trees and have a watering plan to make sure they receive the best chances to survive.

There are a significant number of large conifer trees and other mature deciduous that will not be moved and many of those trees that will be trimmed and treated.

#### **South - Main & West Entrances:**

- The south main front entrance will be lined with a unique stone wall and landscape design that will welcome a visit into the neighborhood.
- Entrance monument with sign
- Fencing with vines
- Stacked stone 3' wall
- Irrigation and lighting

West

- Stacked stone 3' wall
- Fencing
- Vines type

### **Neighborhood Park:**

The Neighborhood Community Area "BridgeVine Park" will be exclusive to the neighborhood use and will include landscaping, a timber frame shelter, possible enhancement to the walking bridge, and an exterior stone fireplace.

- Stone fireplace
- Post and beam covered shelter
- Creative kids' playground
- Lighting
- Fencing and vines
- Stone walls
- Remodeled bridge

### **Out lot E - Dock Access:**

Out lot E is a strip of land on Lake Independence owned by this property. It is a valuable amenity for the neighbors in BridgeVine that won't have direct lakeshore access. We also recognize that we don't want the area to be a place where it is overused or a nuisance.

We plan on buying a pontoon boat for use exclusively the to eat BridgeVine neighbors and managed by the HOA.

We would also like to offer to have an additional 2 boat dock for the neighbors that choose to launch their boat at Baker Park and want to park their boat for the day at the neighborhood dock. This would be for day use only. The scheduling for the boat and dock use and any restrictions will be managed by the HOA.

A walking path trail will allow Homeowners in the development access to the dock. This area will have landscaping and a small deck area for access to the dock along the lakeshore. All surfaces will be pervious and of natural materials. The trail from the neighborhood to Out lot E will be sign posted "Exclusive Trail for BridgeVine Neighborhood only" and monitored by the HOA to make sure other non-residents do not use the trail.

We will need access to connect to the existing the lift station in out lot E for the development sanitary sewer. At that same time, we will clean up and landscape the out lot

for access to the lake. We may remove some trees that are either poor quality or not significant trees.

Due to the recent approvals for a home to be constructed to the west of our property, and the existing neighbor's home to the east, we are proposing a passive use. We will not do anything to enhance the beach.

Our intent is to have a path (most likely stone) to get to the dock. The landscaping design will be intentional to keep it more "natural" and we will add some landscaping along the property lines to help create a visual barrier to the adjoining properties. Our intent is not to install any fencing unless there is interest and agreement with the adjoining property owners.

We will have a turnout on our lot E so that any BridgeVine neighbor does not have to encroach on a neighbor's property and not have to back up the hill.

**Trail to lake access:**

- Signage "No Trespassing"
- Paved

**Out lots A, B and C – Common Areas:**

Some of the places in the common area out lots will be "mowed and manicured" to maintain a lawn type feel. There are places where natural grasses will be allowed to grow when it makes the most sense. In the areas where it will be mowed and manicured, these areas will have an irrigation system to keep these areas green.

These areas are designed for passive use and are intended for the scenic value for the neighborhood.

**Street Design:**

Street signs and roadsides:

Each lot corner with maple tree.

Same mailboxes

Some fencing?

Monument signs

Irrigation plans for spring 2023  
Special street signs

Typically, surrounding neighborhoods and communities that offer larger homesites require individual septic sites. City sanitary sewer services are available to this location. This allows the unique opportunity for homesite design and placement, and unencumbered use of the lot.

To further improve the neighborhood, a feel of luxury and design, we have chosen to include 'curb and gutter' to the street section instead of the typical 'ditch and swale' stormwater management. This improves water quality treatment and a significantly more attractive streetscape and front yards to each home landscape design.

### **Individual Lots:**

Each Homeowner will be required to have landscape plan review and approved by the Architectural Review Committee of the HOA.

### **Homeowner's Association:**

The Homeowners Association will be created for architectural and landscaping design requirements and maintenance of the common areas. There will be perimeter common areas, a neighborhood community area, and access to Lake Independence for the BridgeVine Homeowners. The common areas will be managed by the HOA and will create landscaped buffer areas between this site and adjoining neighbors where possible.

## **Accessory Buildings**

It is our preference to allow for accessory buildings with restrictions that will limit to locations that don't negatively impact adjoining neighbors or the neighborhood and complies with the City of Independence ordinances and building requirements. We anticipate the uses will be primarily for pool buildings, garden sheds, and limited storage.

The limitations and requirements will be recorded with the HOA documents.

Sample requirements:

- Architect approval. Must be similar in design with the home architecture
- Does not diminished value to neighbor
- Conformance with city requirements and building codes
- If plumbing, then connect to sanitary sewer
- Appropriately landscaped

- No outdoor storage
- Lighting does not negatively impact to neighbors
- Less than 1,000 Sf maximum.
- Does not obscure views from neighbors' views
- Storage for small recreational vehicles

### **Shoreland Overlay and the "Ravine":**

We will apply the applicable shoreland overlay standards.

Our intent for the ravine area will be to maintain that area as much as possible in its current condition. There will be no grading allowed in that area except for the most westerly area where the street is being constructed. We will transplant mature trees along that edge where we removed trees.

The individual lots that are most affected by the ravine and have access to the lakeshore are lots 8 and 9. We know that the depth of the ravine makes it difficult to walk to get to the lakeshore. Because a buyer of these lots will want access down to the lake, we want to minimize the impact of the ravine, but also give walking access to the lake. Most likely, a pervious surface (may include paths, stone steps, and/or a walking bridge on lots 8 and 9) as a trail will be allowed.

Also, a buyer of these lots may want to improve their views to the lake. We will add a tree removal limitation within that area.

A "scenic or construction easement" or some other restrictions will be recorded on those lots. We will describe the area most closely representative of the ravine and bluff.

For any of the lots along the lake edge, we will only allow the removal of smaller trees (6" in diameter or smaller), and significant trees can be trimmed as long as they are not damaged and will not kill the trees.

## **BridgeVine Dock and Outlot Use**

### **Proposed “Option B”**

**August 5, 2022**

#### **History and Amenity:**

The Otten property has long owned a portion of shoreline including the small strip of land currently used for the lift station to serve the adjoining neighbors and for future subdivision of the property. There is history and information about the previous Maple Street and the intent to share that use by an easement that benefits the property owners.

The use of the lakeshore is an amenity for BridgeVine. Our proposal is passive, a significant neighborhood amenity, and will be managed similar to other neighborhoods we have done before. We anticipate this is more of an opportunity for the off-lake owners to occasionally take a boat ride on the lake.

#### **1 pontoon boat use only:**

We have changed the use of the dock from 2-3 boats to only allow dock use for the 1 pontoon boat.

Effectively, the use of the dock is based on the number of boats - not the number of neighbors. Only so many people can be on the boat at any specific time.

The impact to boat traffic on Lake Independence is extremely nominal and similar to a 1 boat dock. Compared to the access from Baker Park, this will not create any impact to boat traffic on the lake.

Our intent is to offer access to the lakeshore with a passive use including no boat launching, pontoon boat docking, and HOA restrictions that keep the use reasonable to not disturb the adjoining neighbor and keep the outlot well landscaped and maintained.

#### **Landscaping:**

There currently is a grove of trees separating our proposed outlot and Becker's home. Our landscape plan for the outlot will include tree buffers by transplanting arborvitaes and other trees in between property lines and some along the pathway down to the outlot. It is very common to have a passive neighborhood trail within a neighborhood. This trail is completely within our property boundaries.

#### **Location:**

We have moved the trail and outlot to a new location for the least impact to the neighbor. This new location is better than between the two houses “Outlot E.” With the recent approval for new construction, Cree's property on the west side of the outlot E, and the location of the Becker's dock on the very west corner of their property adjoining Outlot E, this is a significant improvement for all considered. Our dock will be over 200' away from the Becker's dock. This is a much improved location.



The new trail location is only for pedestrians, bikes, or maybe a golf cart. We will keep the fence installed so that no pedestrian access (or crossover of property boundaries) will be onto Maple Street.

**Limited Access to the adjoining easement - old Maple Street:**

One of the most significant improvements to this proposal is to minimize the use of the currently allowed easement on the old Maple Street. Today, we have use of the easement along Maple Street for access. We will be eliminating traffic along the driveway except for city required access to the lift station and emergency use.

By moving the trail to in between lots 1 and 2 will give the perception that the trail is specifically for the BridgeVine neighbors and will posted accordingly. By moving the trail to this location, it will eliminate possible visitors vs a trail along South Lakeshore Dr. This will allow for a strict posting "No Trespassing" along the Maple Street Road.

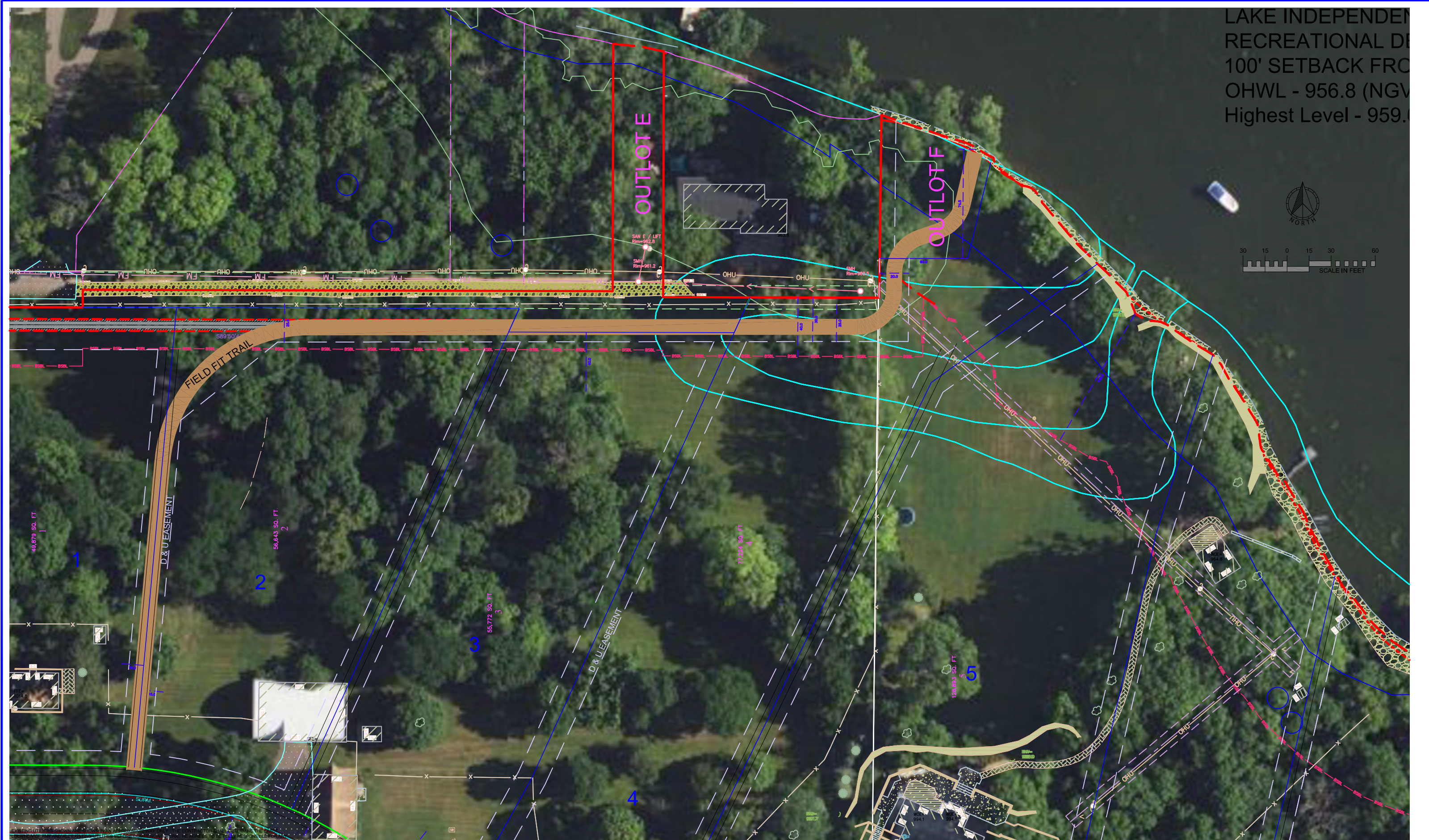
There is a fence line on our property along Maple Street and we will keep the fence in that location. We will keep the trail on "our side" of the fence and landscape along the open area. We will repair the runoff swale to Improve water quality and meander the path between the trees.

**General Use Limitations:**

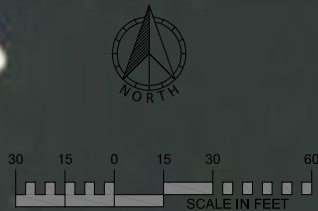
- BridgeVine neighbors and guests only
- Only use of the pontoon boat
- Must be trained and 25 years old to drive the boat
- Reservation for boat time will be through the HOA
- Noise restrictions
- Cleanliness
- Hours from 7:00AM - 10:00PM during summer hours
- Violations will be subject to future use of boat and dock
- Boat will be stored off-site during off season

This proposed plan offers a significant benefit over the current conditions with limited impact to neighbors and Lake Independence. This brings a benefit to the neighborhood to enjoy a natural amenity with a passive use.





LAKE INDEPENDENCE  
RECREATIONAL DEVELOPMENT  
100' SETBACK FROM  
OHWL - 956.8 (NGV)  
Highest Level - 959.1



DRAWING NAME	NO.	BY	DATE	REVISIONS
XXXX				
DRAWN BY				
XXXX				
CHECKED BY				
XXXX				
DATE				
XXXX/XX/XX				

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I HEREBY CERTIFY THAT THIS PLAN OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Name, P.E. \_\_\_\_\_  
Date: \_\_\_\_\_ Lic. No. \_\_\_\_\_



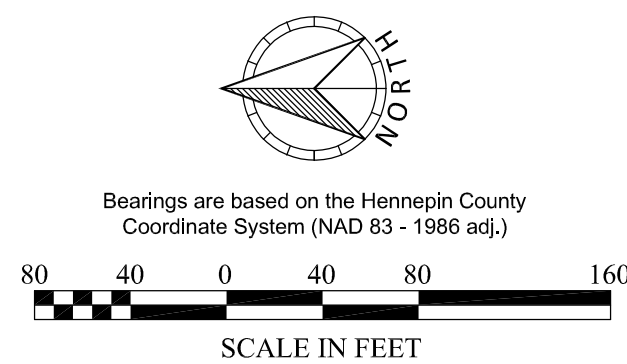
**SATHRE-BERGQUIST, INC.**  
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.  
--  
**CITY,**  
**MINNESOTA**

**SHEET NAME**  
**PROJECT NAME**  
**DEVELOPERS NAME**

FILE NO.  
XXXX-XXX  
**X**  
**X**





# LAKE INDEPENDENCE

PREPARED BY	PREPARED FOR
-------------	--------------

**ENGINEER**  
**SATHRE-BERGQUIST, INC.**  
150 SOUTH BROADWAY  
WAYZATA, MINNESOTA 55391

PHONE: (952) 476-6000  
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EMAIL: MOLSTAD@SATHRE.COM

**DEVELOPER**  
**BOHLAND DEVELOPMENT**  
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WAYZATA, MN 55391

CONTACT:  
STEVE BOHL  
PHONE: (952) 473-2089  
EMAIL: [steve@bohlanddevelopment.com](mailto:steve@bohlanddevelopment.com)

## DEVELOPMENT DATA

Otten Parcel  
2236 South Lake Shore Dr  
24-118-24-14-0005  
43.99 ac

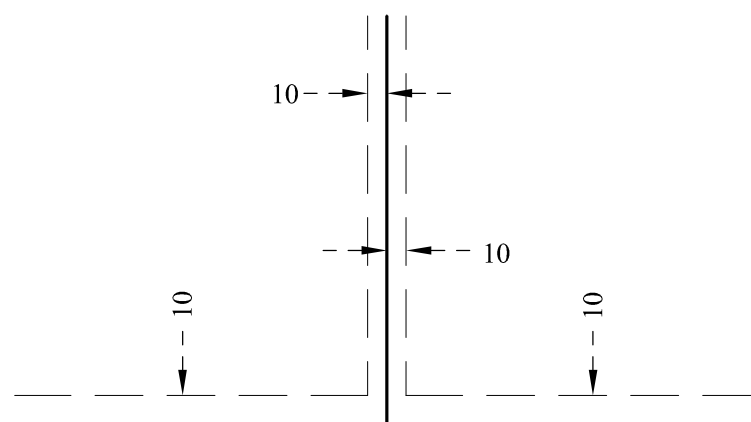
28 Lots  
1 Ac Min Lot  
100' Min Width

Street: 66' ROW  
CDS - 60' R (50' R)

## SETBACKS

Frontyard Setback: 25'  
Corner Setback: 15'  
Sideyard Setback: 10'  
Rearyard Setback: 25'  
Lake Setback: 100'

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5 feet in width and adjoining lot lines, unless otherwise indicated, and being 10 feet in width and adjoining right of way lines, unless otherwise indicated on this plat.

## SURVEY LEGEND

- |      |                            |            |                         |
|------|----------------------------|------------|-------------------------|
| ●    | CAST IRON MONUMENT         | WFE        | WALKOUT ELEVATION       |
| ○    | IRON PIPE MONUMENT SET     | FFE        | FIRST FLOOR ELEVATION   |
| ●    | IRON PIPE MONUMENT FOUND   | GFE        | GARAGE FLOOR ELEVATION  |
| ✕    | DRILL HOLE FOUND           | TOP        | TOP OF FOUNDATION ELEV. |
| ✕    | CHEELED "X" MONUMENT SET   | LOE        | LOWEST OPENING ELEV.    |
| ✕    | CHEELED "X" MONUMENT FOUND | CONC       | CONCRETE                |
| ✕    | REBAR MONUMENT FOUND       | BITUMINOUS |                         |
| △    | PK NAIL MONUMENT SET       |            | BUILDING SETBACK LINE   |
| ✕    | PK NAIL MONUMENT FOUND     | Cable      | CABLE TV                |
| ○    | PK NAIL W/ ALUMINUM DISC   | CONC       | CONCRETE CURB           |
| ○    | SURVEY CONTROL POINT       | CE         | CONTOUR EXISTING        |
| [E]  | A/C UNIT                   | CP         | CONTOUR PROPOSED        |
| [E]  | ELECTRIC TEPEDESTAL        | GR         | GUARD RAIL              |
| [E]  | ELECTRIC TRANSFORMER       | DT         | DRAIN TILE              |
| [E]  | ELECTRIC MANHOLE           | ELC        | ELECTRIC UNDERGROUND    |
| [E]  | ELECTRIC METER             | X — X      | FENCE                   |
| [E]  | ELECTRIC OUTLET            | FO         | FIBER OPTIC UNDERGROUND |
| [E]  | YARD LIGHT                 | GAS        | GAS UNDERGROUND         |
| [E]  | LIGHT POLE                 | OHU        | OVERHEAD UTILITY        |
| [E]  | ELECTRIC MANHOLE           | —          | —                       |
| [E]  | FIRE DEPT. HOOK UP         | —          | —                       |
| [F]  | FLAG POLE                  | —          | —                       |
| [F]  | FUEL PUMP                  | TEL        | TELEPHONE UNDERGROUND   |
| [FT] | FUEL TANK                  | —          | —                       |
| [FT] | PROPANE TANK               | UTL        | UTILITY UNDERGROUND     |
| [G]  | GAS METER                  | I          | WATERMAIN               |
| [G]  | GAS VALVE                  | TR         | TRAFFIC SIGNAL          |
| [G]  | GAS MANHOLE                | RR         | RAILROAD TRACKS         |
| [G]  | GENERATOR                  | RR         | RAILROAD SIGNAL         |
| [G]  | GUARD POST                 | SW         | RAILROAD SWITCH         |
| [H]  | HAND HOLE                  | SAT        | SATELLITE DISH          |
| [H]  | MAIL BOX                   | WB         | WETLAND BUFFER SIGN     |
| [H]  | PIEZOMETER                 | CS         | CURB STOP               |
| [H]  | POWER POLE                 | GV         | GATE VALVE              |
| [H]  | GUY WIRE                   | HY         | HYDRANT                 |
| [H]  | ROOF DRAIN                 | IR         | IRRIGATION VALVE        |
| [H]  | LIFT STATION               | PI         | POST INDICATOR VALVE    |
| [H]  | SANITARY MANHOLE           | SI         | SIGN                    |
| [H]  | SANITARY CLEAUNOUT         | SB         | SOIL BORING             |
| [H]  | STORM MANHOLE              | TC         | TREE CONIFEROUS         |
| [H]  | STORM DRAIN                | TD         | TREE DECIDUOUS          |
| [H]  | CATCH BASIN                | TR         | TREE CONIFEROUS REMOVED |
| [H]  | FLARED END SECTION         | TD         | TREE DECIDUOUS REMOVED  |
| [H]  | WATERMAIN MANHOLE          | TEL        | TELEPHONE MANHOLE       |
| [H]  | WATER METER                | TE         | TELEPHONE PEDESTAL      |
| [H]  | WATER SPIGOT               | UT         | UTILITY MANHOLE         |
| [H]  | WELL                       | UP         | UTILITY PEDESTAL        |
| [H]  | MONITORING WELL            | V          | UTILITY VAULT           |

FIELD CREW	NO.	BY	DATE	REVISION
DM, AK, DR, ABE	1	EMW	12/10/2021	LAYOUT REVISION
<b>DRAWN</b>	2	EMW	12/22/2021	UPDATE POND EASEMENT
CMT/EMW				
<b>CHECKED</b>				
DLS				
<b>DATE</b>				
11/1/2021				

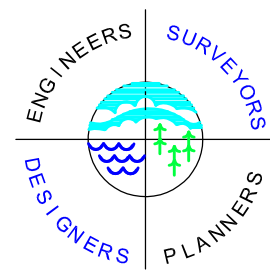
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I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 29th day of November, 2021.

Daniel J Schmidt

Daniel L. Schmidt, PLS  
schmidt@sathre.com



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TWP:118-RGE.24-SEC.24  
Hennepin County

INDEPENDENCE,  
MINNESOTA

PRELIMINARY PLAT  
BRIDGEVINE  
PREPARED FOR:  
BOHLAND DEVELOPMENT

FILE NO.

3568-034

1/

1



DESCRIPTION OF PROPERTY SURVEYED

(Per Schedule A of the herein referenced Title Commitment)

The Land is described as follows:

Parcel 1: The West 525 feet of the East 657 feet of Government Lot 1 except the South 246 feet of the East 444 feet thereof; That part of Government Lot 1 lying West of the East 657 feet thereof and South of Fred W. Anderson's Addition, all in Section 24, Township 118, Range 24, free and clear of all dedications of streets, roads, alleys and public use of property contained in the plat of Perkinsville, Hennepin County, Minnesota.

Parcel 2: Lots 13 to 25 inclusive, Fred W. Anderson's Addition, Hennepin County, Minnesota.

Parcel 3: Lot 4, Fred W. Anderson's Addition, except the East 2.00 feet, as measured at right angles to the East line thereof, free and clear of all dedications of streets, roads, alleys and public use of property contained in the plat of Perkinsville, Hennepin County, Minnesota.

That part of vacated Maple Street, dedicated in the plat of "Fred W. Anderson's Addition" lying southerly of the centerline of said Maple Street, and between the northerly extension across it of the westerly line of Lot 16, said plat, and the southerly extension across it of the centerline of Lake Street, said plat; That part of vacated Maple Street, dedicated in the plat of "Fred W. Anderson's Addition" lying southerly of the centerline of said Maple Street, and between the southerly extension across of it of the centerline of Lake Street, as dedicated in said plat, and the northerly extension across it of the easterly line of Lot 25, said plat; That part of vacated Maple Street, dedicated in the plat of "Fred W. Anderson's Addition" lying northerly of the centerline of said Maple Street, and between the southerly extensions across it of the centerline of Lake Street, as dedicated in said plat, and westerly line of the East 2.00 feet of Lot 4, as measured of right angles to the East line thereof, said plat; That part of vacated Lake Street, dedicated in the plat of "Fred W. Anderson's Addition" lying easterly of the centerline of said Lake Street, as dedicated in said plat.

(All of the above property is Torrens)

AND

Lot Twenty-six (26) in Fred W. Anderson's Addition, Hennepin County, Minnesota, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said county.

(Abstract)

ALTA/NSPS OPTIONAL TABLE A NOTES

(The following items reference Table A optional survey responsibilities and specifications)

- 2) **Site Address:** 2236 South Lake Shore Dr. Independence, MN 55359
- 3) **Flood Zone Information:** This property appears to lie in Zone X (area determined to be outside of the 0.2% annual chance floodplain) and Zone AE (Areas subject to inundation by the 1-percent-annual-chance flood event determined by detailed methods. Base Flood Elevations (BFEs) are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.) per Flood Insurance Rate Map, Community Panel No. 27053C0144F, effective date of 11/4/2016.
- 4) **Parcel Area Information:** Gross Area: 2,070,703 ± s.f. ~ 47.54 ± acres (area to Ordinary High Water line ±)  
R/W Area: 44,421 s.f. ~ 1.02 acres (includes area in street easement)  
Net Area: 2,026,282 s.f. ~ 46.52 acres  
\*We do not affirmatively insure the quantity of acreage set forth in the description.
- 5) **Benchmark:** Elevations are based on MN/DNR Lake Independence Benchmark. The benchmark is a brass disc in Left Upstream abutment of Independence Road bridge over outlet at SW corner of lake, which has an elevation of: 961.46 feet (NGVD 29).
- 6) **Zoning Information:** The current Zoning for the subject property is AG (Agricultural) per the City of Independence's zoning map dated February 2019. The setback, height, and floor space area restrictions for said zoning designation are as follows:

Principal Structure Setbacks -	Front yard: 85 feet from centerline of road or 52 feet from right of way for corner lot
	Side: 30 feet
	Rear: 40 feet
	Lake: 100 feet (From Ordinary High Water Line)
	Lake Independence Shoreland Overlay District
	Height: 35 feet
	Hardcover: 25 percent of lot area
	Lake: 100 feet (From Ordinary High Water Line)
	Street(s): 85 feet from centerline or 50 feet from right of way, whichever is greater

Please note that the zoning information shown hereon may have been amended through a city process. We recommend that a zoning letter be obtained from the Zoning Administrator for the current restrictions for this site. All setback information and hardcover data for planning and design must be verified by all parties involved in the design and planning process.

We have not received the current zoning classification and building setback requirements from the insurer.

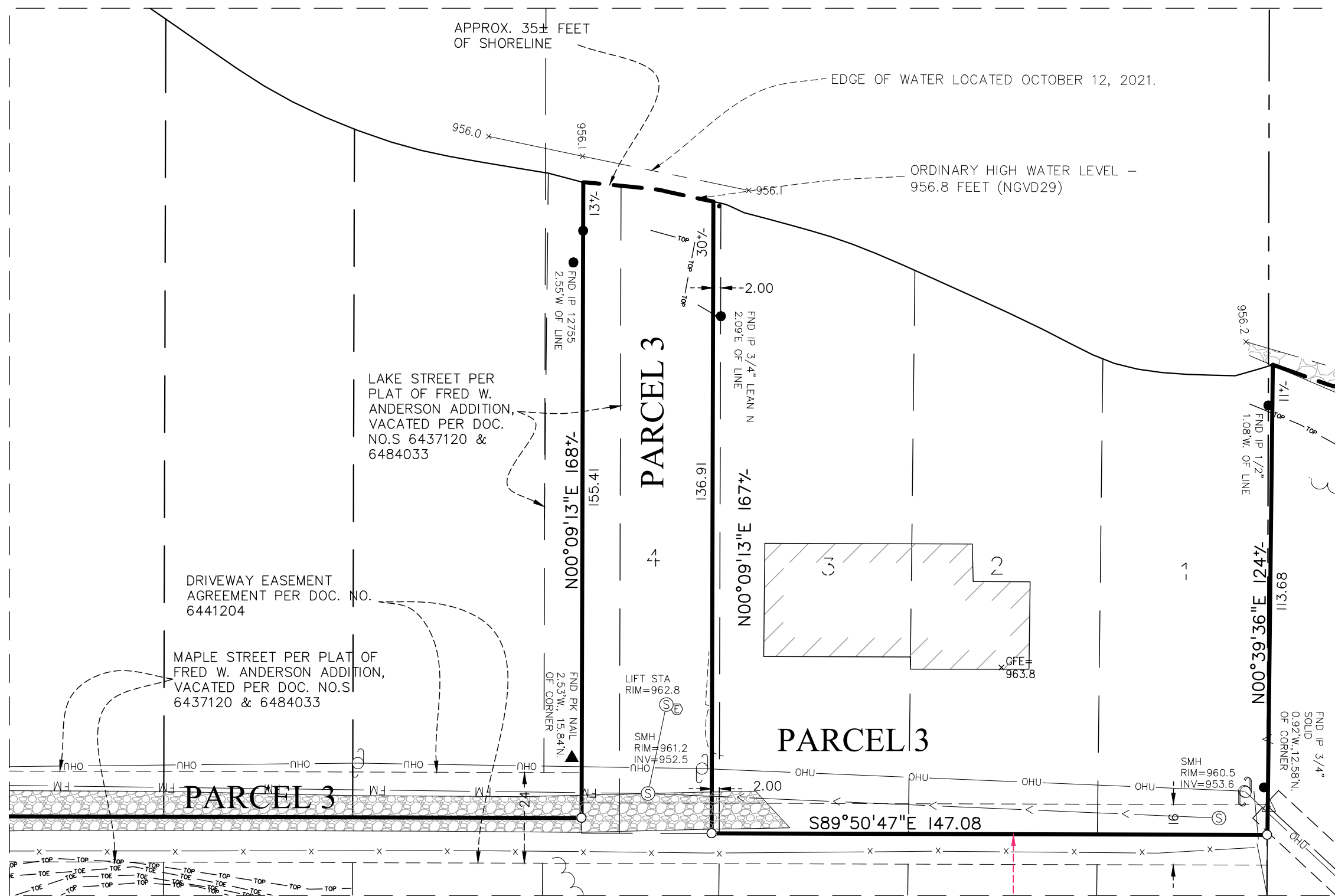
- 11) **Utilities:** We have shown the location of utilities to the best of our ability based on observed evidence together with evidence from the following sources: plans obtained from utility companies, plans provided by client, markings by utility companies and other appropriate sources. We have used this information to develop a view of the underground utilities for this site. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary. Also, please note that seasonal conditions may inhibit our ability to visibly observe all the utilities located on the subject property. A Gopher State One Call was submitted for this survey. Please reference Ticket No. 212811840 for a list of utility operators in this area.
- 18) **Wetland Delineation:** A wetland delineation was not performed at the time of this certification.

SURVEY REPORT

This map and report was prepared with the benefit of a Commitment for Title Insurance issued by Old Republic Title Insurance Company, File No. PRE238635, dated August 23, 2021.

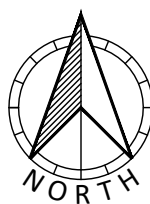
- 1) We note the following with regards to Schedule B of the herein referenced Title Commitment:
- Item no.'s 1-9, & 16 are not survey related
  - Item no. 10 - The following Recital(s) presently appear(s) on the Certificate of Title and will be carried forward to any new Certificate: Subject to the easement held by the Northern States Power Company for a right to maintain an electric transmission line over the said land, which easement, and the rights incident thereto, is more fully described in the answer filed in Torrens Case No. 5716, by the said Northern States Power Company, which is hereby referred to and hereby made a part hereof for the purpose of fully described the said easement; (as to Parcel 1) [Shown Hereon, page 2](#) (10)
  - Item no. 11 - Northern States Power Company release recorded October 2, 1984 as Document No. 1604217 to release part of the easement in recital above. [Shown Hereon, page 2](#) (10)
  - Item no. 12 - There is a perpetual easement for street, utility and drainage purposes over the subject property. All described Easement recorded as Document Nos. 2258789 (T) and 5902472 (A). [Shown Hereon, page 2](#) (12)
  - Item no. 13 - Terms and conditions of Resolution No. 95-0523-02 Order of Vacation of City Street (Revised & Corrected Description Document) recorded as Document No. 2649540 (T) and 6474033 (A). Said documents vacates that part of Maple Street from the westerly border of Lot 11 and the westerly border of Lot 16 east to the end of Maple Street and all of Lake Street, Section 24, Township 118, Range 24, "Fred W. Anderson's Addition, Hennepin County, Minnesota. [Shown Hereon, page 2](#) (13)
  - Item no. 14 - Terms and conditions of Declaration of Covenants, Conditions, Restrictions and Maintenance Agreement for a Private Driveway recorded as Document No. 6441204. [Shown Hereon, page 2](#) (14)
  - Item no. 14 - Riparian rights are not insured by this policy. [Does not apply to subject property](#)
- 2) Observations/Comments noted hereon per field survey such as (but not limited to): access, occupation, and easements and/or servitudes:
- We have shown the right-of-way of South Lake Shore Drive across the west part of the site as shown on the plat of FRED W. ANDERSON'S ADDITION. .
  - There is a discrepancy in the easement centerline description for documents no. 2649540 and 6474033. There are 2 curve calls in the description, the first is described as tangent to the initial line call. The second curve is described as a reverse curve from the first curve and is supposed to intersect a line 1 foot south of the south line of the NE 1/4, which is not possible with the curve data listed in the description. We adjusted the reverse curve to be non-tangential and held the line call 1 foot south of said south line. This entire portion of the easement falls outside of the subject property boundary and does not affect the subject property.

DETAIL B



SURVEY LEGEND

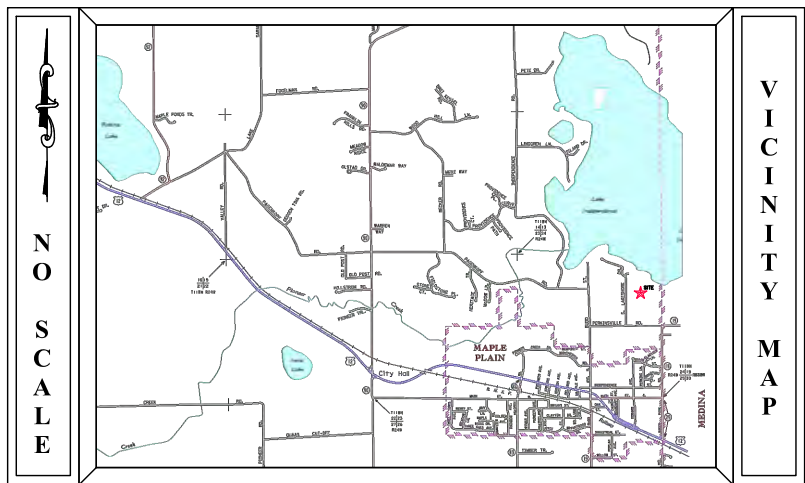
● CAST IRON MONUMENT	⊙ PIEZOMETER	WOE WALKOUT ELEVATION
○ IRON PIPE MONUMENT SET	⊙ POWER POLE	FFE FIRST FLOOR ELEVATION
● IRON PIPE MONUMENT FOUND	⊙ GUY WIRE	GFE GARAGE FLOOR ELEVATION
✕ DRILL HOLE FOUND	⊙ ROOF DRAIN	TOF TOP OF FOUNDATION ELEV.
✕ CHISELED "X" MONUMENT SET	⊙ LIFT STATION	LOE LOWEST OPENING ELEV.
✕ CHISELED "X" MONUMENT FOUND	⊙ SANITARY MANHOLE	
✕ REBAR MONUMENT FOUND	⊙ SANITARY CLEANOUT	CONCRETE
▲ PK NAIL MONUMENT SET	⊙ STORM MANHOLE	BITUMINOUS
▲ PK NAIL MONUMENT FOUND	⊙ STORM DRAIN	BUILDING SETBACK LINE
△ PK NAIL W/ ALUMINUM DISC	⊙ CATCH BASIN	CABLE TV
○ SURVEY CONTROL POINT	⊙ FLARED END SECTION	CONCRETE CURB
⊠ A/C UNIT	⊙ TREE CONIFEROUS	CONTOUR EXISTING
⊠ CABLE TV PEDESTAL	⊙ TREE DECIDUOUS	CONTOUR PROPOSED
⊠ ELECTRIC TRANSFORMER	⊙ TREE CONIFEROUS REMOVED	GUARD RAIL
⊙ ELECTRIC MANHOLE	⊙ TREE DECIDUOUS REMOVED	DRAIN TILE
⊙ ELECTRIC METER	⊙ TELEPHONE MANHOLE	ELC ELECTRIC UNDERGROUND
⊙ ELECTRIC OUTLET	⊙ TELEPHONE PEDESTAL	FENCE
○ YARD LIGHT	⊙ UTILITY MANHOLE	FO FIBER OPTIC UNDERGROUND
⊙ LIGHT POLE	⊙ UTILITY PEDESTAL	GAS GAS UNDERGROUND
⊙ FIBER OPTIC MANHOLE	⊙ UTILITY VAULT	OVERHEAD UTILITY
⊙ FIRE DEPT. HOOK UP	⊙ WATERMAIN MANHOLE	TREE LINE
⊙ FLAG POLE	⊙ WATER METER	SANITARY SEWER
⊙ FUEL PUMP	⊙ WATER SPIGOT	STORM SEWER
⊙ FUEL TANK	⊙ WELL	TELEPHONE UNDERGROUND
⊙ PROPANE TANK	⊙ MONITORING WELL	RETAINING WALL
⊙ GAS METER	⊙ CURB STOP	UTILITY UNDERGROUND
⊙ GAS VALVE	⊙ GATE VALVE	WATERMAIN
⊙ GAS MANHOLE	⊙ HYDRANT	TRAFFIC SIGNAL
⊙ GENERATOR	⊙ IRRIGATION VALVE	RAILROAD TRACKS
⊙ GUARD POST	⊙ POST INDICATOR VALVE	RAILROAD SIGNAL
⊙ HAND HOLE	⊙ SIGN	RAILROAD SWITCH
⊙ MAIL BOX	⊙ SOIL BORING	SATELLITE DISH
		WETLAND BUFFER SIGN



Bearings are based on the Hennepin County Coordinate System (NAD 83 - 1986 adj.)

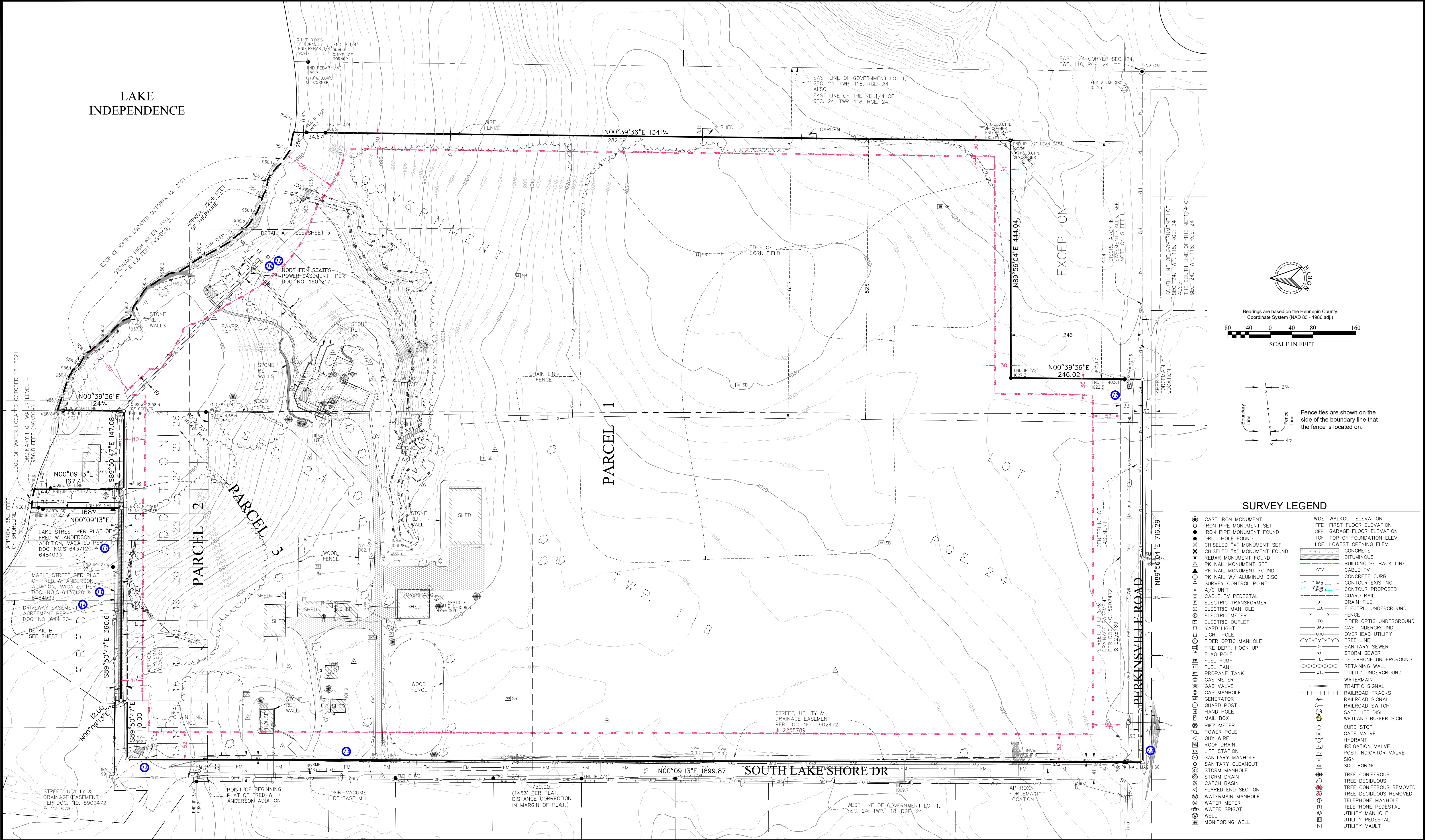


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FIELD CREW	NO.	BY	DATE	REVISION
DM, AK, DR, ABE				
DRAWN				
CMT				
CHECKED				
DLS				
DATE				
11/1/2021				

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Date of Plat or Map: 11/23/2021  
*Daniel L. Schmidt*  
Daniel L. Schmidt, PLS Minnesota License No. 26147

ENGINEERS  
SURVEYORS  
DESIGNERS  
PLANNERS

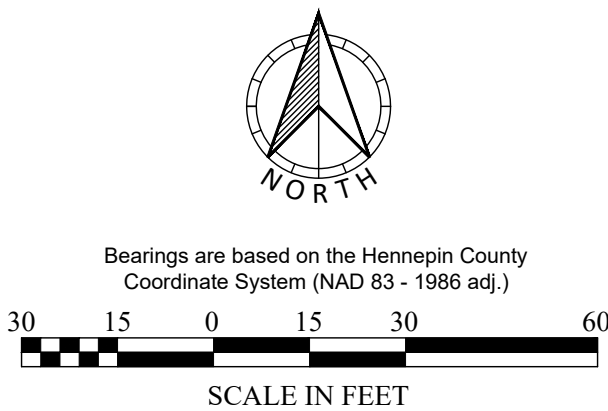
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WWW.SATHRE.COM

TWP:118-RGE.24-SEC.24  
Hennepin County  
INDEPENDENCE,  
MINNESOTA

ALTA/NSPS LAND TITLE SURVEY  
PREPARED FOR:  
BOHLAND HOMES  
FILE NO.  
3588-034  
2  
3



DETAIL A



SURVEY LEGEND

- |                               |                           |                             |
|-------------------------------|---------------------------|-----------------------------|
| ● CAST IRON MONUMENT          | ⊕ PIEZOMETER              | WOE WALKOUT ELEVATION       |
| ○ IRON PIPE MONUMENT SET      | ⊖ POWER POLE              | FFE FIRST FLOOR ELEVATION   |
| ● IRON PIPE MONUMENT FOUND    | ⊙ GUY WIRE                | GFE GARAGE FLOOR ELEVATION  |
| ⊙ DRILL HOLE FOUND            | ⊖ ROOF DRAIN              | TOF TOP OF FOUNDATION ELEV. |
| ⊙ CHISELED "X" MONUMENT SET   | ⊙ LIFT STATION            | LOE LOWEST OPENING ELEV.    |
| ⊙ CHISELED "X" MONUMENT FOUND | ⊙ SANITARY MANHOLE        | CONCRETE                    |
| ⊙ REBAR MONUMENT FOUND        | ⊙ SANITARY CLEANOUT       | BITUMINOUS                  |
| ▲ PK NAIL MONUMENT SET        | ⊙ STORM MANHOLE           | BUILDING SETBACK LINE       |
| ○ PK NAIL W/ ALUMINUM DISC    | ⊙ STORM DRAIN             | CTV CABLE TV                |
| △ SURVEY CONTROL POINT        | ⊙ CATCH BASIN             | CONCRETE CURB               |
| ⊙ A/C UNIT                    | ⊙ FLARED END SECTION      | CONTOUR EXISTING            |
| ⊙ CABLE TV PEDESTAL           | ⊙ TREE CONIFEROUS         | CONTOUR PROPOSED            |
| ⊙ ELECTRIC TRANSFORMER        | ⊙ TREE DECIDUOUS          | QUARD RAIL                  |
| ⊙ ELECTRIC MANHOLE            | ⊙ TREE CONIFEROUS REMOVED | DRAIN TILE                  |
| ⊙ ELECTRIC METER              | ⊙ TREE DECIDUOUS REMOVED  | ELECTRIC UNDERGROUND        |
| ⊙ ELECTRIC OUTLET             | ⊙ TELEPHONE MANHOLE       | FENCE                       |
| ⊙ YARD LIGHT                  | ⊙ TELEPHONE PEDESTAL      | FIBER OPTIC UNDERGROUND     |
| ⊙ LIGHT POLE                  | ⊙ UTILITY MANHOLE         | GAS UNDERGROUND             |
| ⊙ FIBER OPTIC MANHOLE         | ⊙ UTILITY PEDESTAL        | OVERHEAD UTILITY            |
| ⊙ FIRE DEPT. HOOK UP          | ⊙ UTILITY VALVE           | OHU                         |
| ⊙ FLAG POLE                   | ⊙ WATERMAIN MANHOLE       | SANITARY SEWER              |
| ⊙ FUEL PUMP                   | ⊙ WATER METER             | STORM SEWER                 |
| ⊙ FUEL TANK                   | ⊙ WATER SPIGOT            | TEL TELEPHONE UNDERGROUND   |
| ⊙ PROPANE TANK                | ⊙ WELL                    | RETAINING WALL              |
| ⊙ GAS METER                   | ⊙ MONITORING WELL         | UTL UTILITY UNDERGROUND     |
| ⊙ GAS VALVE                   | ⊙ CURB STOP               | WATERMAIN                   |
| ⊙ GAS MANHOLE                 | ⊙ GATE VALVE              | TRAFFIC SIGNAL              |
| ⊙ GENERATOR                   | ⊙ HYDRANT                 | RAILROAD TRACKS             |
| ⊙ GUARD POST                  | ⊙ IRRIGATION VALVE        | RAILROAD SIGNAL             |
| ⊙ HAND HOLE                   | ⊙ POST INDICATOR VALVE    | RAILROAD SWITCH             |
| ⊙ MAIL BOX                    | ⊙ SIGN                    | SATELLITE DISH              |
|                               | ⊙ SOIL BORING             | WETLAND BUFFER SIGN         |

FIELD CREW	NO.	BY	DATE	REVISION
DM, AK, DR, ABE				
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DLS				
DATE				
11/1/2021				

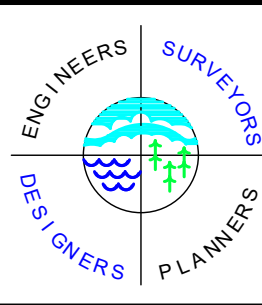
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*Daniel L. Schmidt*  
Daniel L. Schmidt, PLS  
Minnesota License No. 26147

Date of Plat or Map: 11/23/2021



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TWP:118-RGE:24-SEC:24  
Hennepin County

**INDEPENDENCE,  
MINNESOTA**

ALTA/NSPS LAND TITLE SURVEY

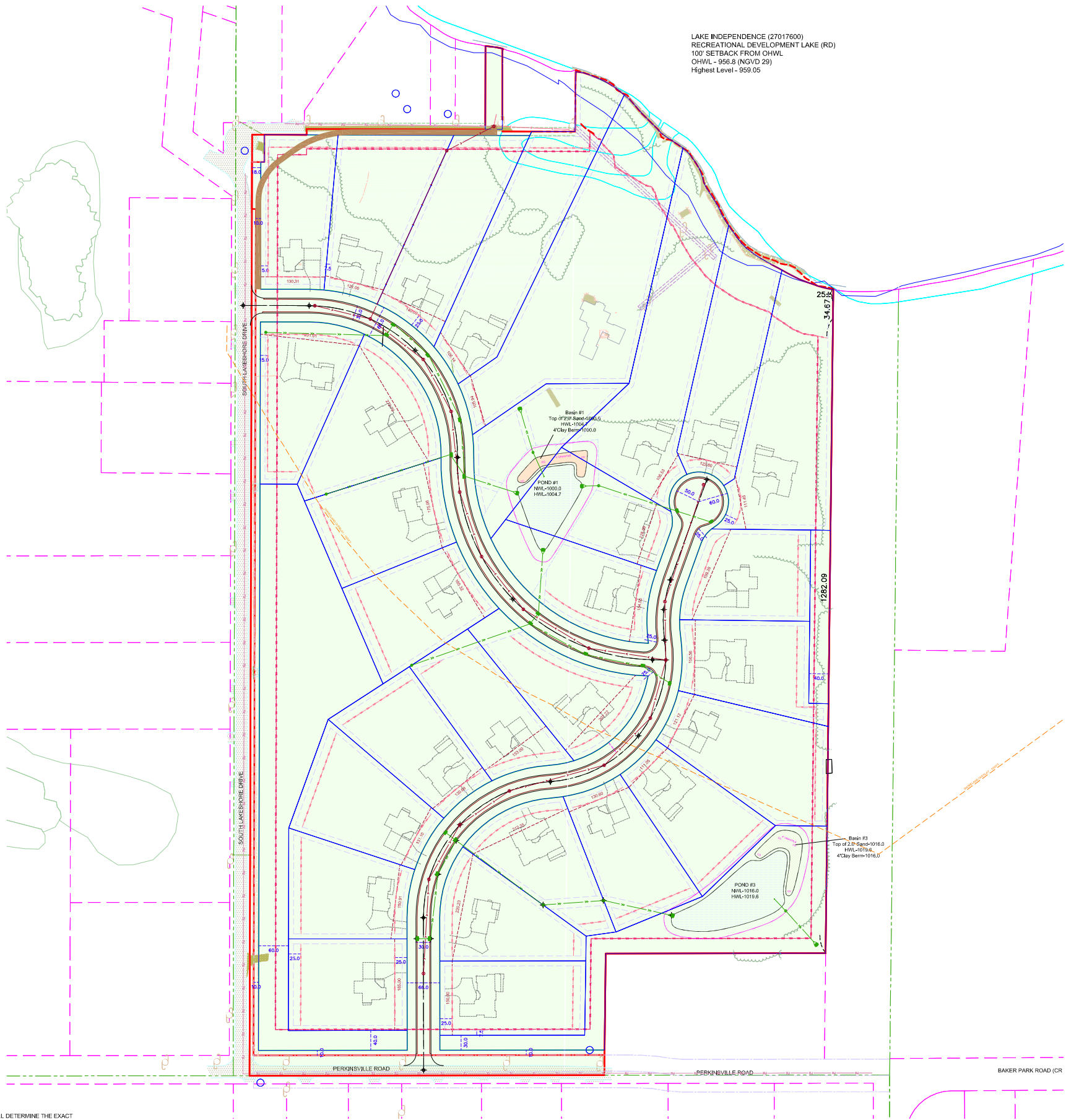
PREPARED FOR:  
**BOHLAND HOMES**

FILE NO.  
3568-034

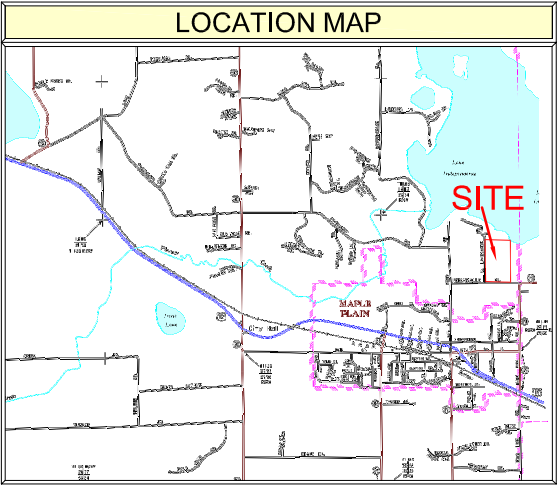
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3





LAKE INDEPENDENCE (27017600)  
RECREATIONAL DEVELOPMENT LAKE (RD)  
100' SETBACK FROM OHWL  
OHWL - 956.8 (NGVD 29)  
Highest Level - 959.05



SHEET INDEX TABLE	
SHEET	Description
1	Title Sheet
2-4	Preliminary Street Plan
5-8	Preliminary Sanitary Sewer Plan
9-12	Preliminary Storm Sewer Plan
13-15	Preliminary Grading Plan
16-17	Preliminary Erosion Control Plan

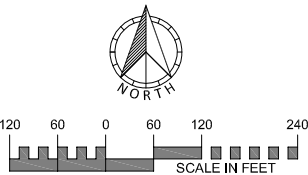
Notes:  
Zoning:

Lots: 29 Single Family Lots  
Front Yard Setback: 25'  
Side Yard Setback: 7.5'/7.5'  
Side Yard Setback Corner Lot: 25'  
Rear Yard Setback: 25'

Street: 66' ROW  
30' B-B - Surmountable Curb

\*NOTE - HOUSES SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY

PREPARED BY	PREPARED FOR
ENGINEER SATHRE-BERGQUIST, INC. 150 SOUTH BROADWAY WAYZATA, MINNESOTA 55391 PHONE: (952) 476-6000 FAX: (952) 476-0104 CONTACT : ROBERT S. MOLSTAD, P.E. EMAIL: MOLSTAD@SATHRE.COM	DEVELOPER BOHLAND DEVELOPMENT 815 WAYZATA BLVD EAST WAYZATA, MN 55391 CONTACT: STEVE BOHL PHONE: (952) 473-2089 EMAIL: STEVE@BOHLANDDEVELOPMENT.COM



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ROBERT S. MOLSTAD, P.E.  
Date: \_\_\_\_\_ Lic. No. \_\_\_\_\_

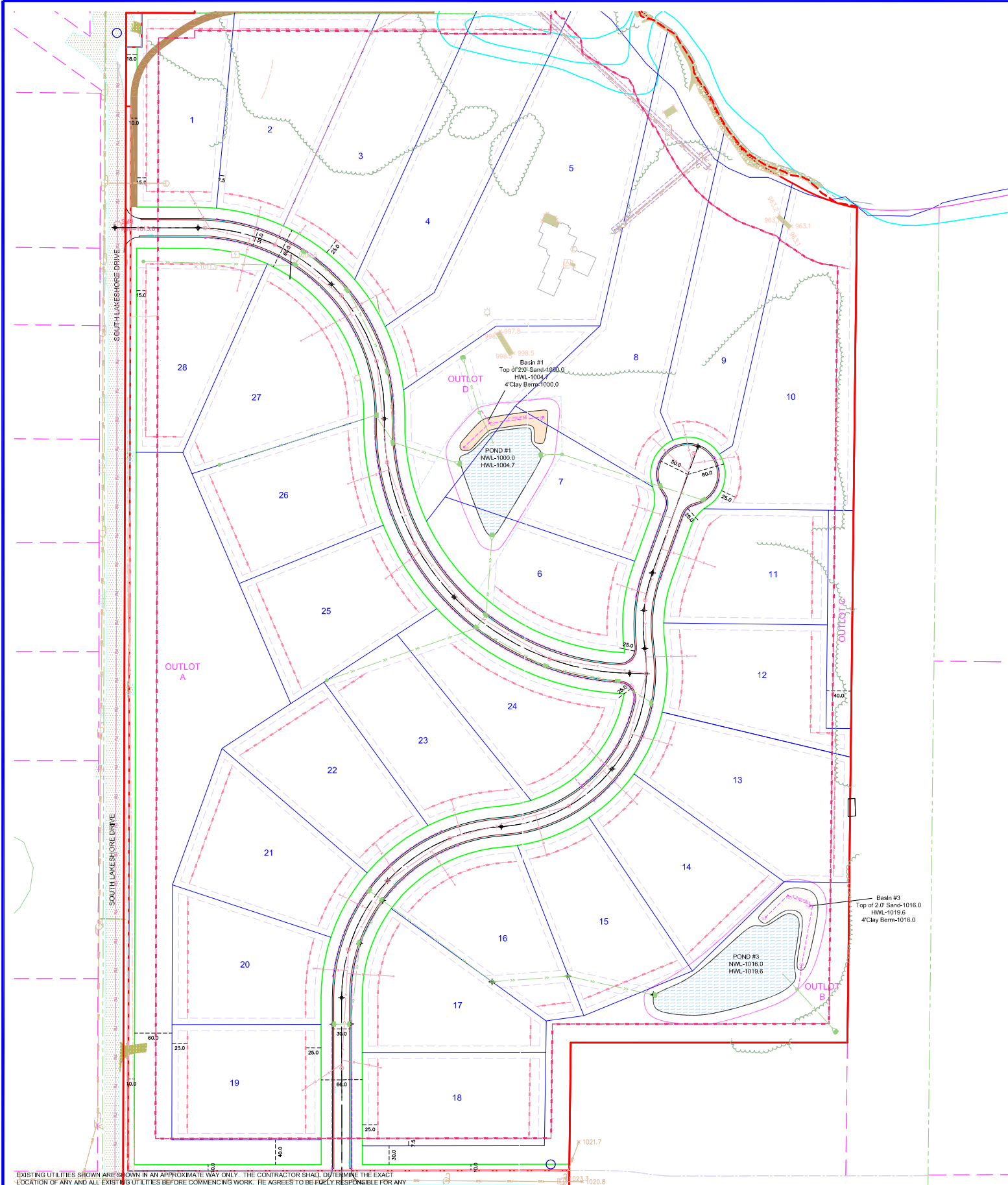


**SATHRE-BERGQUIST, INC.**  
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.  
--  
INDEPENDENCE,  
MINNESOTA

**TITLE SHEET**  
**BRIDGEVINE**  
**BOHLAND DEVELOPMENT**

FILE NO.  
3568-034  
**1**  
**17**



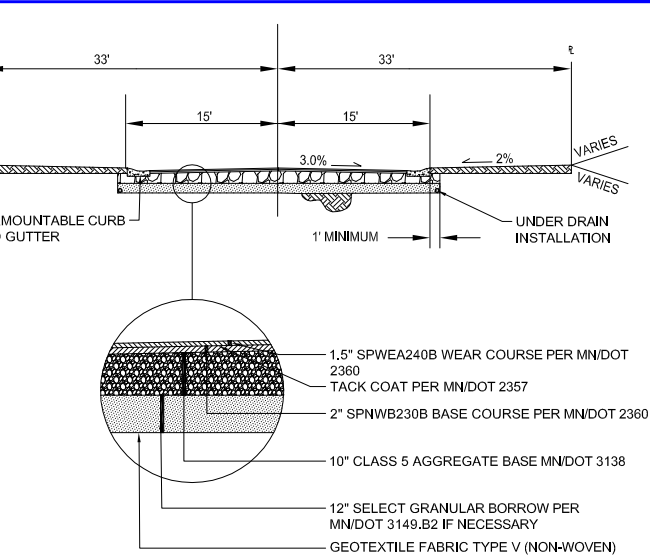
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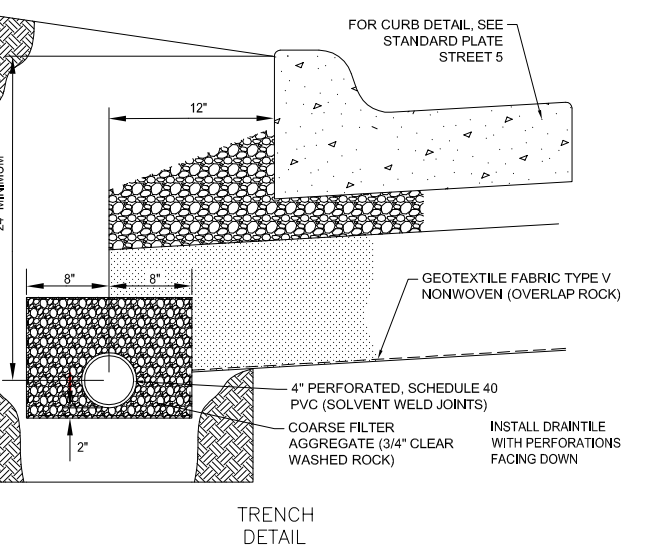
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- NOTES:
- PAVING SECTION DESIGN SHALL BE VERIFIED BY AN INDEPENDENT SOILS ENGINEER BASED ON ACTUAL SITE SOIL CONDITIONS
  - TYPICAL SECTION SHOWN IS THE MINIMUM RESIDENTIAL STREET REQUIREMENT. SEE SPECIFICATIONS FOR PROJECT SPECIFIC DETAILS.
  - DRAINTILE SHALL BE INSTALLED BEHIND CURB. DRAINTILE TO BE INSTALLED AS REQUIRED TO ADEQUATELY DRAIN ALL SELECT GRANULAR FILL AREAS.
  - STREET SHALL BE DESIGNED FOR A 30 MPH DESIGN SPEED WITH MINIMUM 0.50% AND MAXIMUM 6.00% GRADE.
  - THE CITY RESERVES THE RIGHT TO INCREASE THE STREET SECTION BASED ON SOIL CONDITIONS.
  - TACK COAT PER MN/DOT 2357 TO BE USED ON CURB PRIOR TO PLACEMENT OF BITUMINOUS

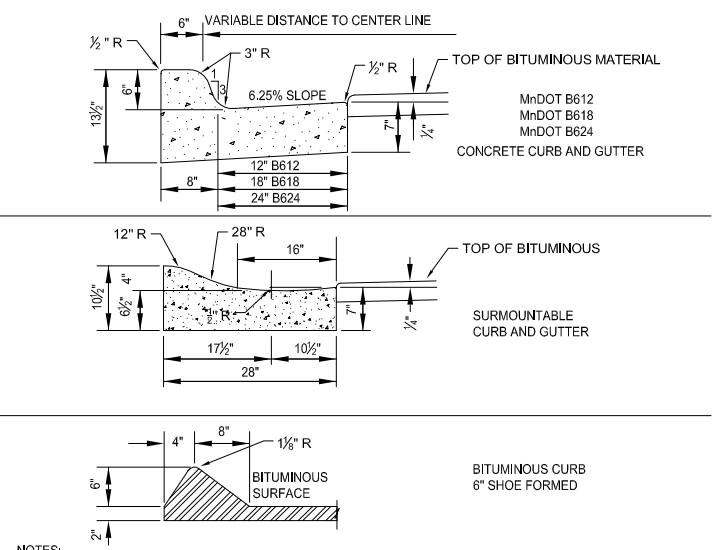


- NOTES:
- PLACE SUB-DRAIN BEHIND ALL CURB & GUTTER 250 LF IN EACH DIRECTION FROM CATCH BASINS LOCATED AT LOCALIZED LOW POINTS AND 150 LF UPSTREAM FROM CATCH BASINS LOCATED IN THE MID SLOPE.
  - CONNECT SUB-DRAIN TO NEAREST CATCH BASIN. CONNECTION TO BE CORE-DRILLED. DOGHOUSES MUST BE GROUTED BOTH INSIDE AND OUTSIDE OF STRUCTURE.
  - SLOPE SUB-DRAIN TO CATCH BASIN.
  - SUBDRAIN MAY BE DAYLIGHTED TO DITCH AS APPROVED BY CITY ENGINEER.
  - CLEANOUTS ARE REQUIRED AT A MAXIMUM OF 200 FOOT INTERVALS, AT BENDS, AND AT THE END OF THE RUN.

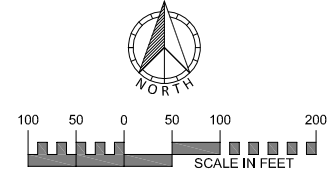
LEGEND		
DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SANWWM SERVICE		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRIP-RAP		
STORM STRUCTURE LABEL	CB H3	CB H3
SANITARY STRUCTURE LABEL		
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		

- STREET NOTES:
- ALL PUBLIC STREETS ARE 26' BB UNLESS OTHERWISE NOTED. CURB DIMENSIONS ARE BACK TO BACK.
  - SEE CITY DETAILS FOR STREET DESIGN STANDARDS.
  - STREET RADII AS FOLLOWS:  
INTERNAL INTERSECTIONS = 25' RADIUS
  - ALL STORM SEWER STRUCTURES SHALL BE EXPOSED DURING STRING LINE OF CURB TO ENSURE PROPER FIT WITH CONCRETE RINGS.
  - ALL PUBLIC STREETS SHALL BE NO PARKING ON ONE SIDE.

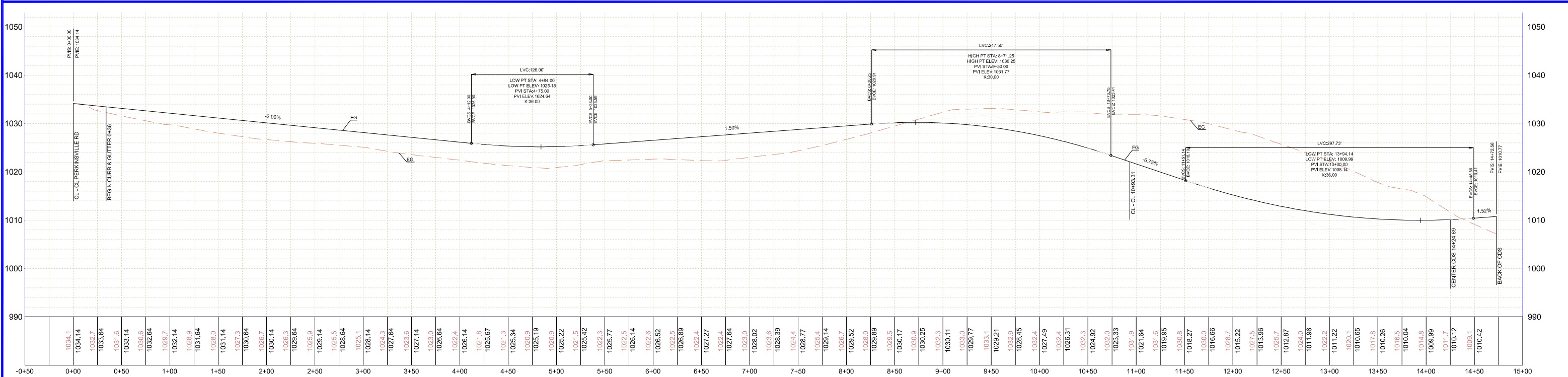
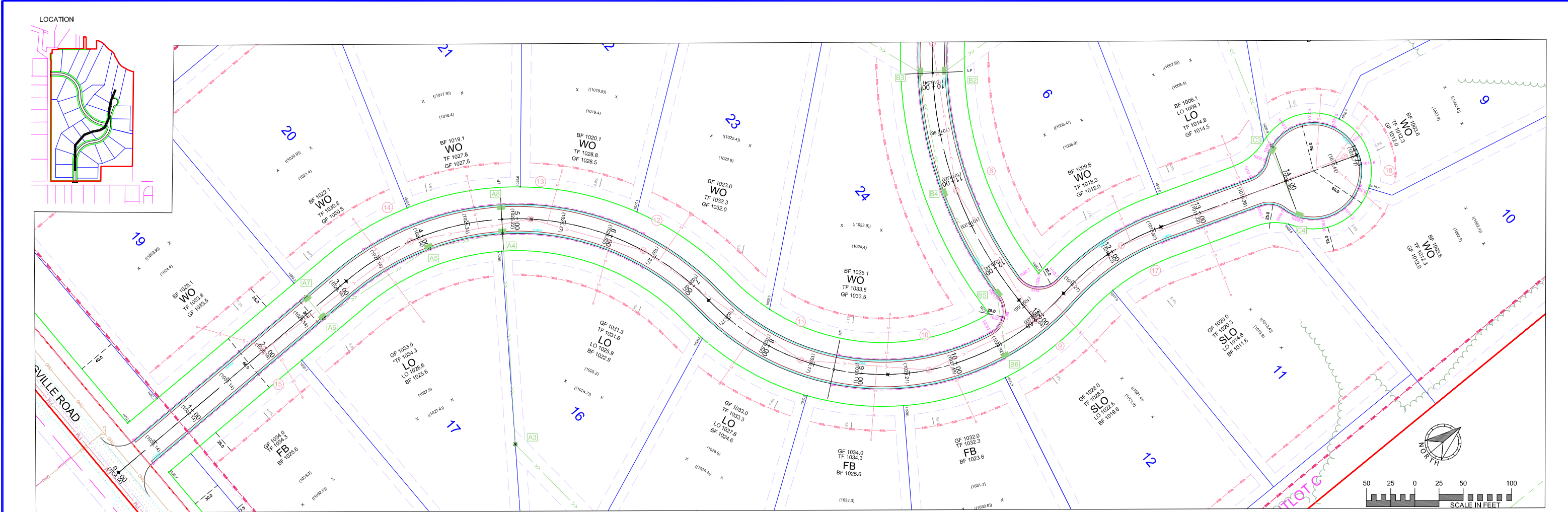
- LEGEND:
- SURM DENOTES PROPOSED SURMOUNTABLE CURB
  - B618 DENOTES PROPOSED B618 CURB
  - X.X% DENOTES PROPOSED DRIVEWAY GRADE
  - DRAINTILE
  - CLEANOUT




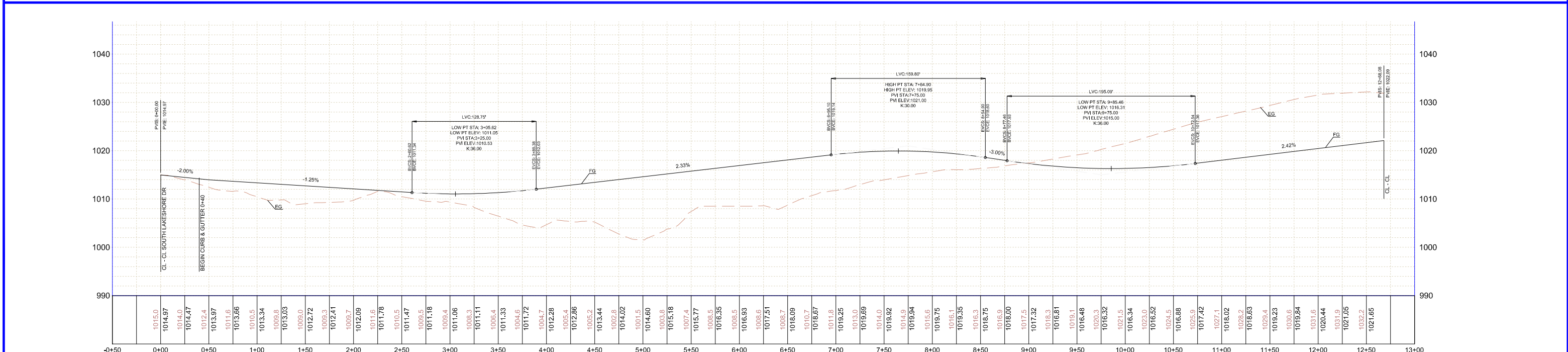
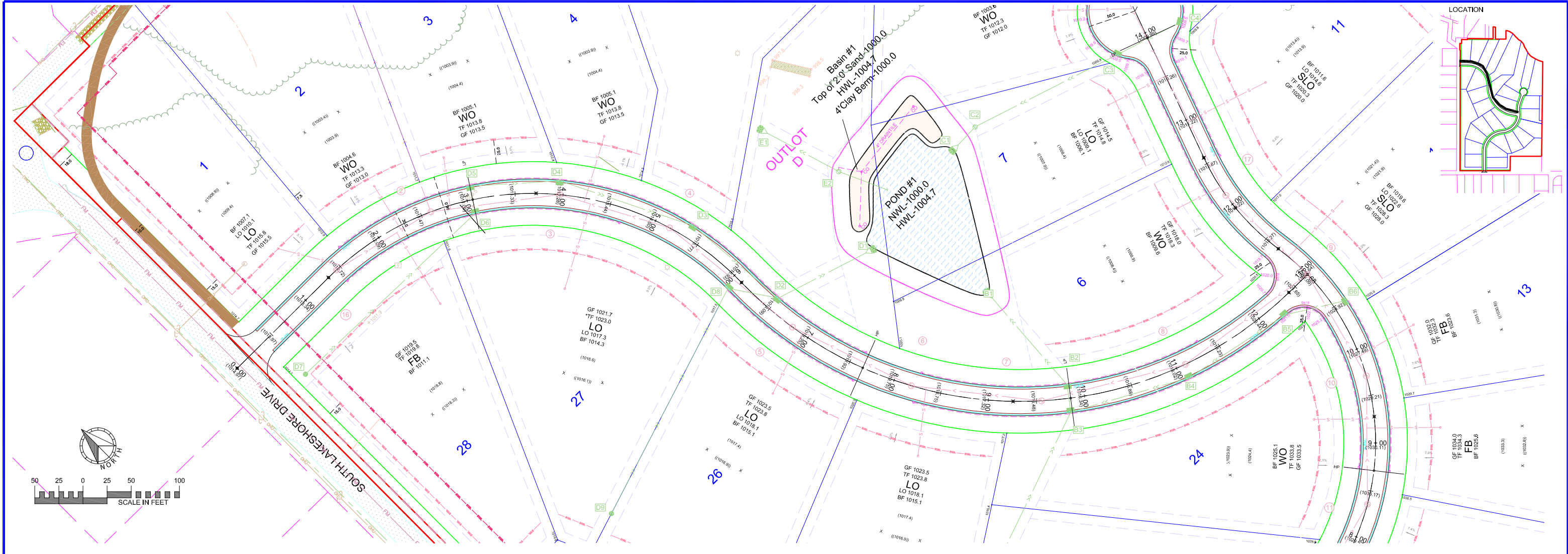
- NOTES:
- ONCE CURB AND GUTTER ARE INSTALLED, ENSURE EROSION CONTROL MEASURES ARE PROPERLY ESTABLISHED.
  - USE SUITABLE MATERIAL TO BACKFILL AREA BEHIND CURB.







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DATE									
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					ROBERT S. MOLSTAD, P.E. Date: _____ Lic. No. _____				
					 <b>SATHRE-BERGQUIST, INC.</b> 150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000				
					CITY PROJECT NO. -- INDEPENDENCE, MINNESOTA				
					<b>PRELIMINARY STREET PLAN</b> <b>BRIDGEVINE</b> <b>BOHLAND DEVELOPMENT</b>				
					FILE NO. 3568-034 <b>3</b> <b>17</b>				



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ENGINEERS  
DESIGNERS

SURVEYORS  
PLANNERS

**SATHRE-BERGQUIST, INC.**  
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.
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INDEPENDENCE, MINNESOTA

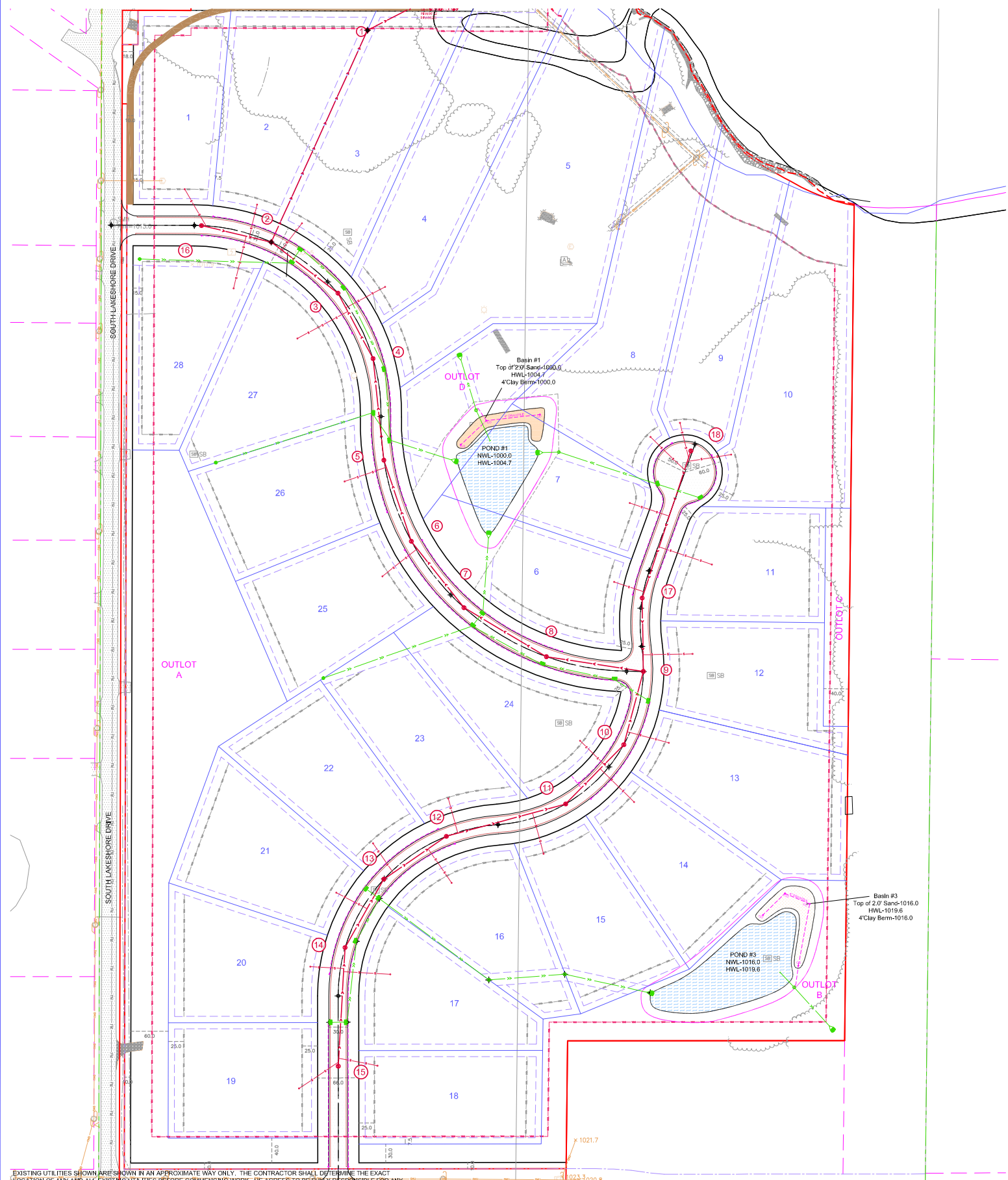
PRELIMINARY STREET PLAN

**BRIDGEVINE**

**BOHLAND DEVELOPMENT**

FILE NO.
3568-034
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17





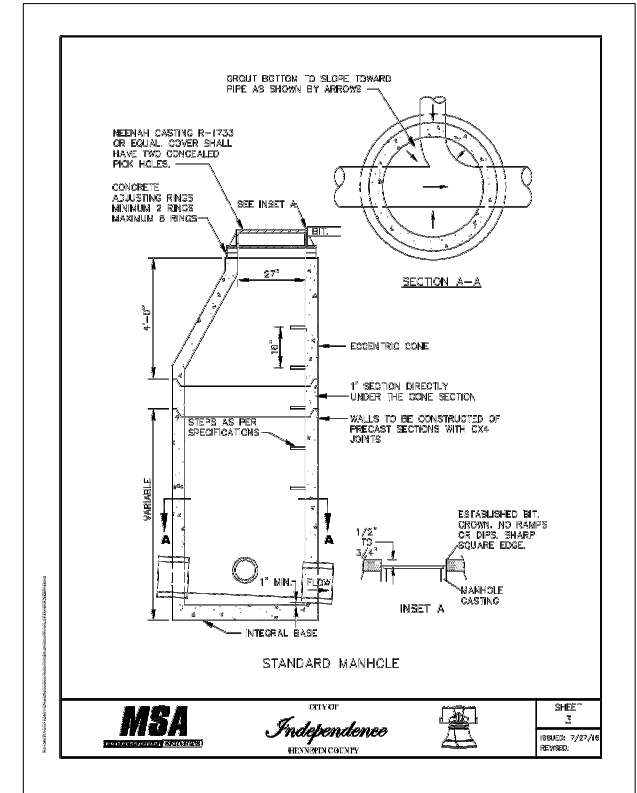
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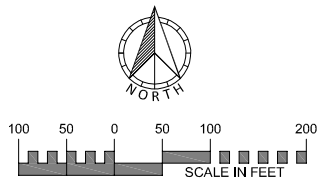
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- SANITARY SEWER NOTES:**
- ALL DIP FOR SANITARY SEWER LINES SHALL BE POLY-WRAPPED AND ALL BOLTS USED SHALL BE STAINLESS STEEL (ASTM F593 TYPE 304).
  - REFER TO DETAIL SHEETS TO SEE STRUCTURE DETAILS.
  - ALL LOTS TO HAVE INDIVIDUAL WELLS. WELL LOCATIONS TO BE DETERMINED AT THE TIME OF HOME CONSTRUCTION.
  - WYE LOCATIONS TO BE SUPPLIED & VERIFIED BY CONTRACTORS. WYE STATIONING IS CALCULATED FROM THE DOWN STREAM MANHOLES.
  - ALL TIES AND DISTANCES ARE TO THE CENTER OF SURFACE STRUCTURES.
  - ALL SEWER SERVICES TO HAVE CLEANOUTS INSTALLED AT THE TIME OF INSTALLATION.
  - THE CITY OF INDEPENDENCE CURRENT "ENGINEERING GUIDELINES" AND "SPECIFICATIONS" SHALL GOVERN.
  - MECHANICAL BALLS SHALL BE INSTALLED IN SANITARY SEWER AT CONNECTION POINTS FOLLOWING INSTALLATION OF PIPE TO PROTECT EXISTING LINES FROM DEBRIS & SEDIMENT INFILTRATION. BALLS SHALL REMAIN UNTIL LINES ARE TELEVIEWED & ACCEPTED BY THE CITY.
  - THE CONTRACTOR SHALL CONTACT THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO ANY PUBLIC SEWER/WATERMAIN CONNECTION.
  - USE AN 8" WIDE EXTERNAL SEAL WRAP, "INF-SHIELD" OR APPROVED EQUAL WITH ALL SANITARY SEWER MANHOLES.
  - ALL SANITARY SEWER MANHOLE ADJUSTING RINGS INSTALLATIONS SHALL HAVE POLYMER II BARRIERS BY "STRIKE PRODUCTS" OR APPROVED EQUAL INSTALLED.
  - ALL SANITARY SEWER MN SHALL INCLUDE 0.1' DROP
  - RESTRAIN VERTICAL BENDS WITH STAINLESS STEEL TIE RODS PER CITY SPECIFICATION PLY 02205.9.
  - SANITARY SERVICES SHALL BE 4" SCH 40 PVC.

LEGEND		
DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	SSBL	SSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE	CSBL	CSBL
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SANWWM SERVICE		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRAP-RAP		
STORM STRUCTURE LABEL	CB H3	CB H3
SANITARY STRUCTURE LABEL		
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		

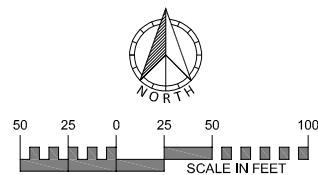
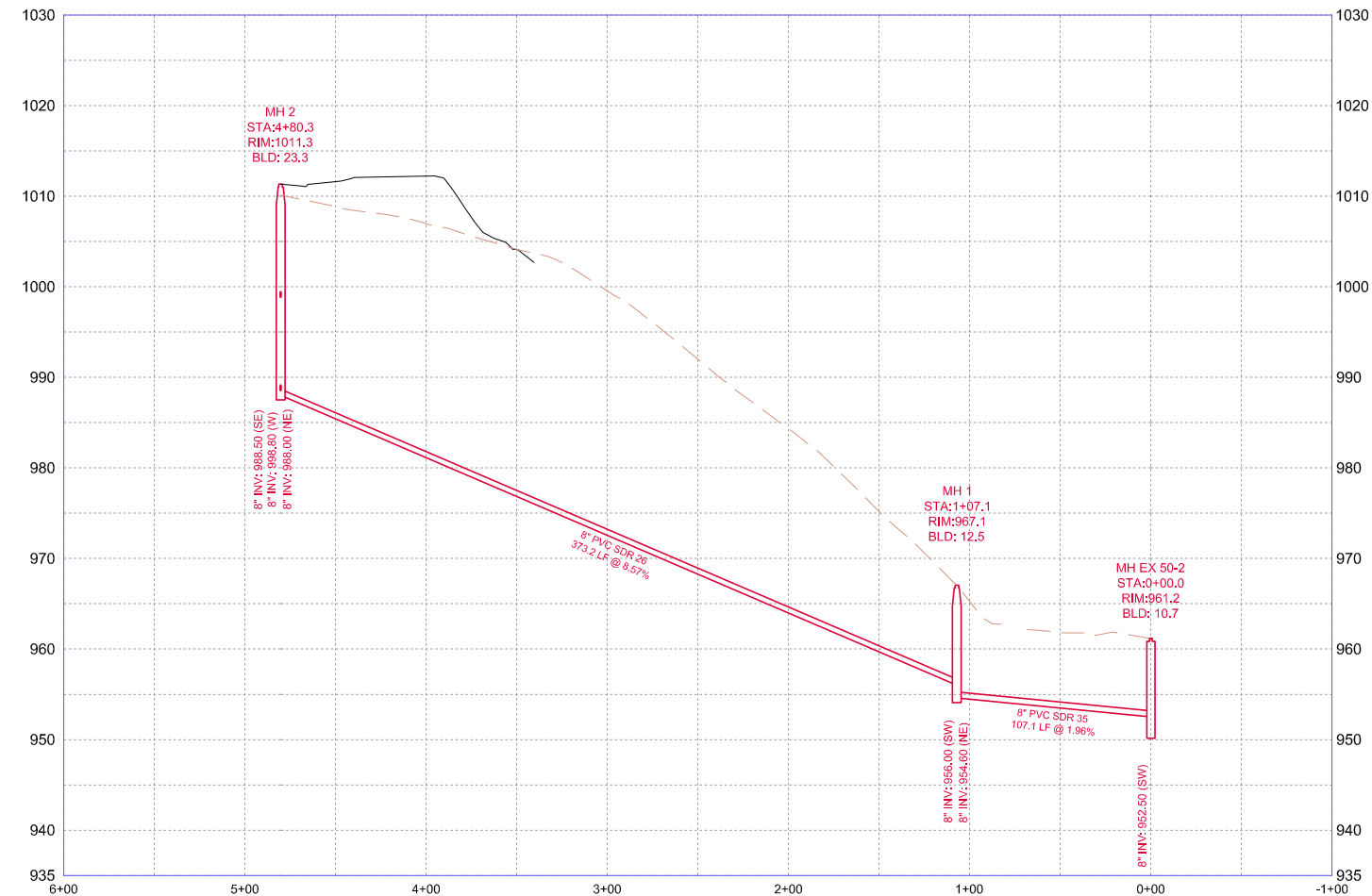
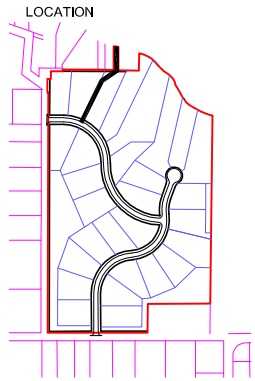
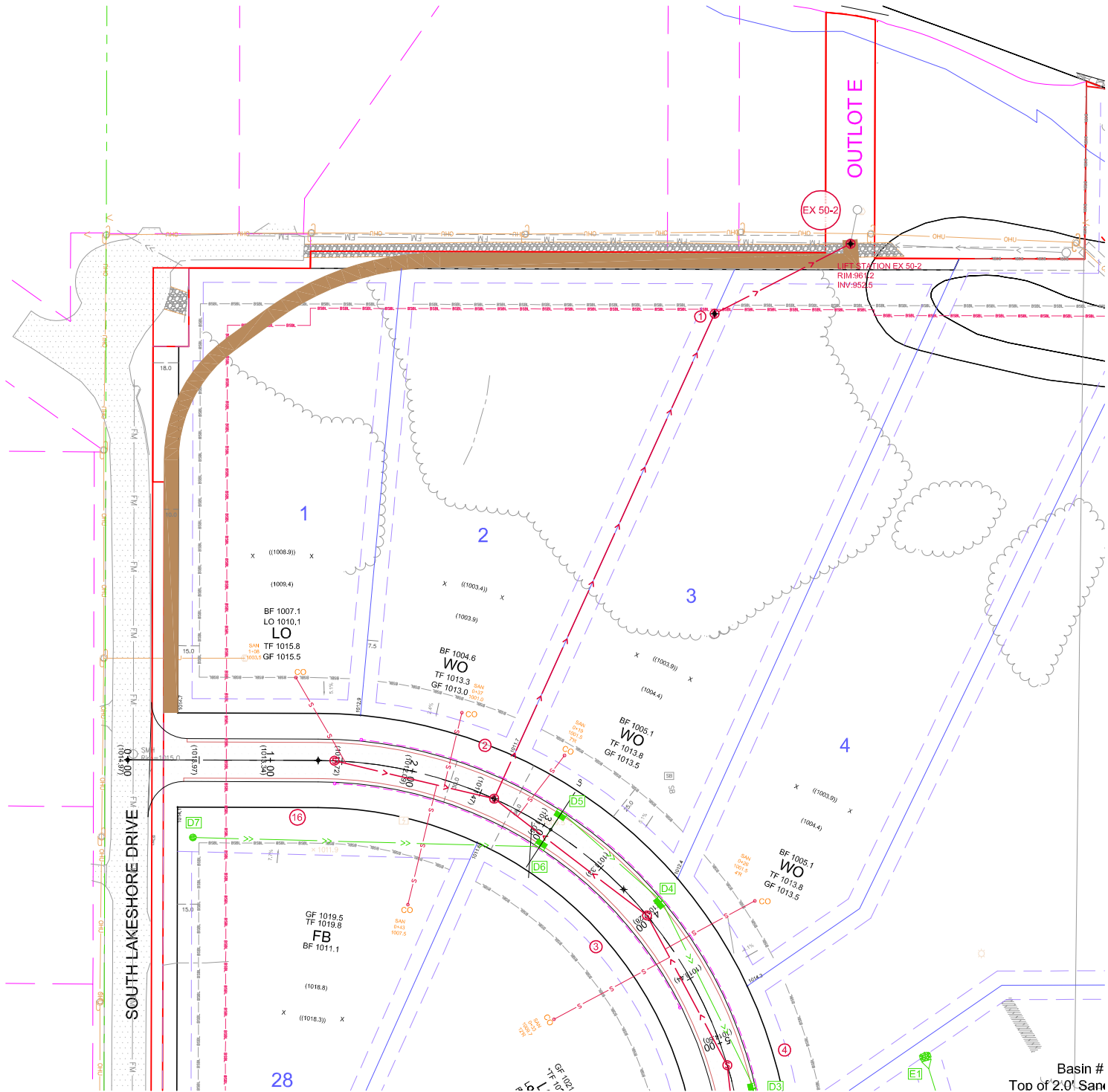
- GENERAL NOTES:**
- S&W  
X+XX  
XXX.X  
X' R
- INDICATES SANITARY SERVICE  
INDICATES SANITARY SERVICE STATION (FROM DOWNSTREAM MANHOLE)  
INDICATES SERVICE ELEVATION  
INDICATES RISER HEIGHT (IF NEEDED)



CITY PROJECT NO. --	PRELIMINARY SANITARY SEWER PLAN BRIDGEVINE BOHLAND DEVELOPMENT	FILE NO. 3568-034
INDEPENDENCE, MINNESOTA		5 17

ENGINEERS SURVEYORS  
DESIGNERS PLANNERS

**SATHRE-BERGQUIST, INC.**  
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

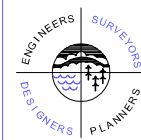


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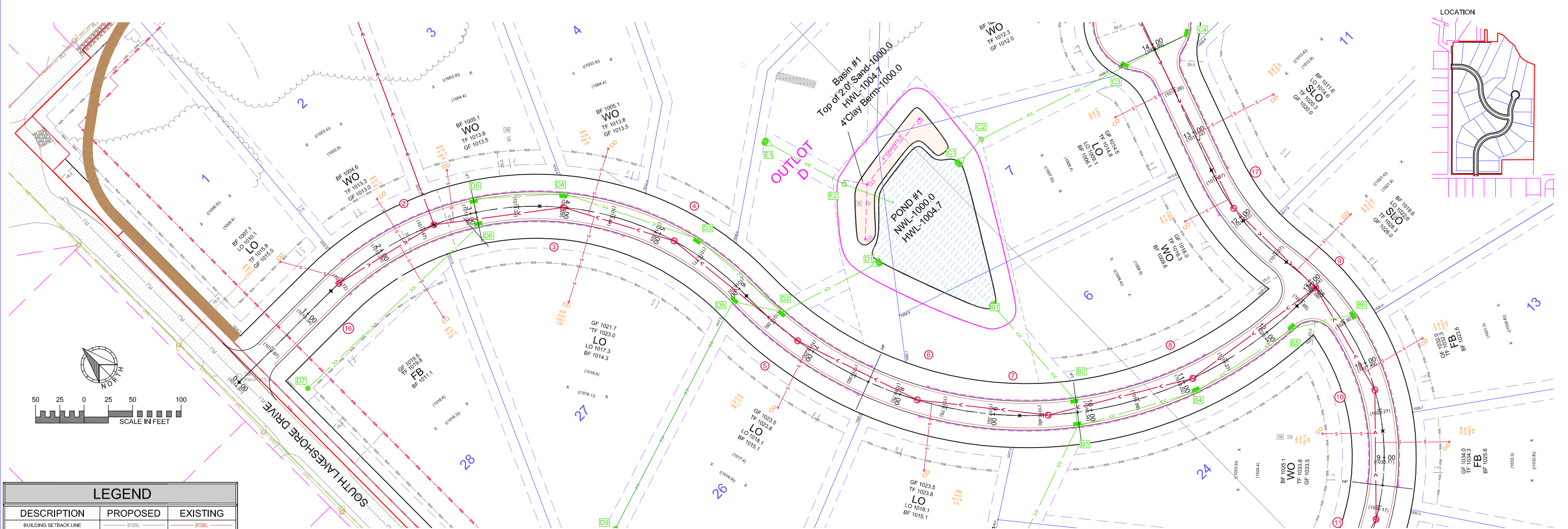
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**PRELIMINARY SANITARY SEWER PLAN**  
**BRIDGEVINE**  
**BOHLAND DEVELOPMENT**

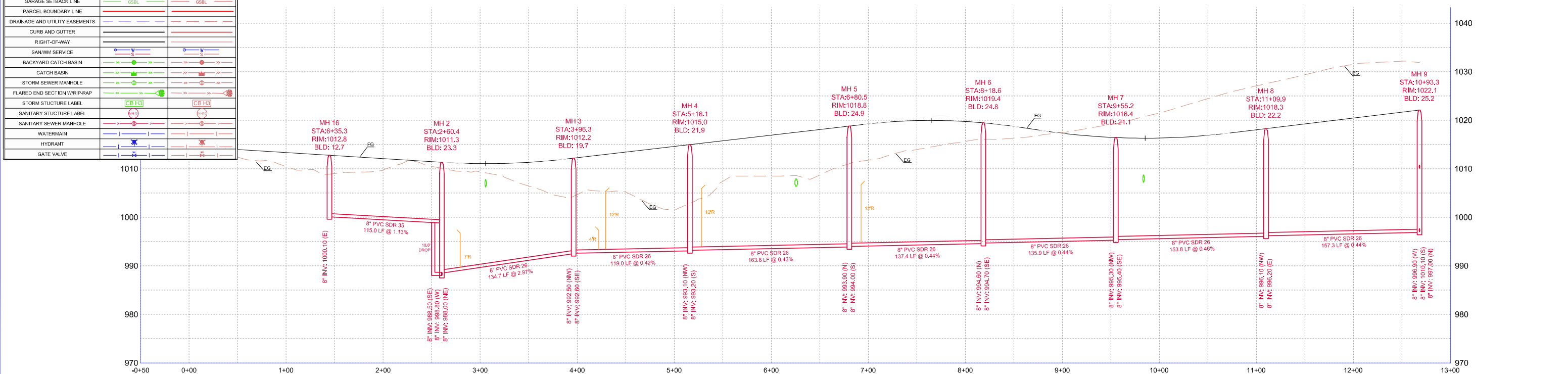
FILE NO.  
3568-034

**6**


**17**



LEGEND		
DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE	CSBL	CSBL
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SANITARY SERVICE		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRAP-RAP		
STORM STRUCTURE LABEL	CB H3	CB H3
SANITARY STRUCTURE LABEL		
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		

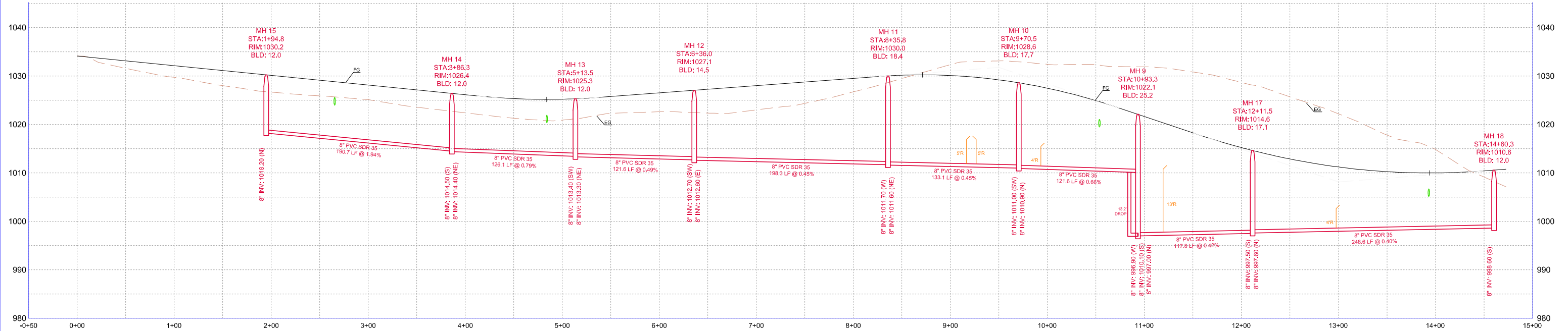
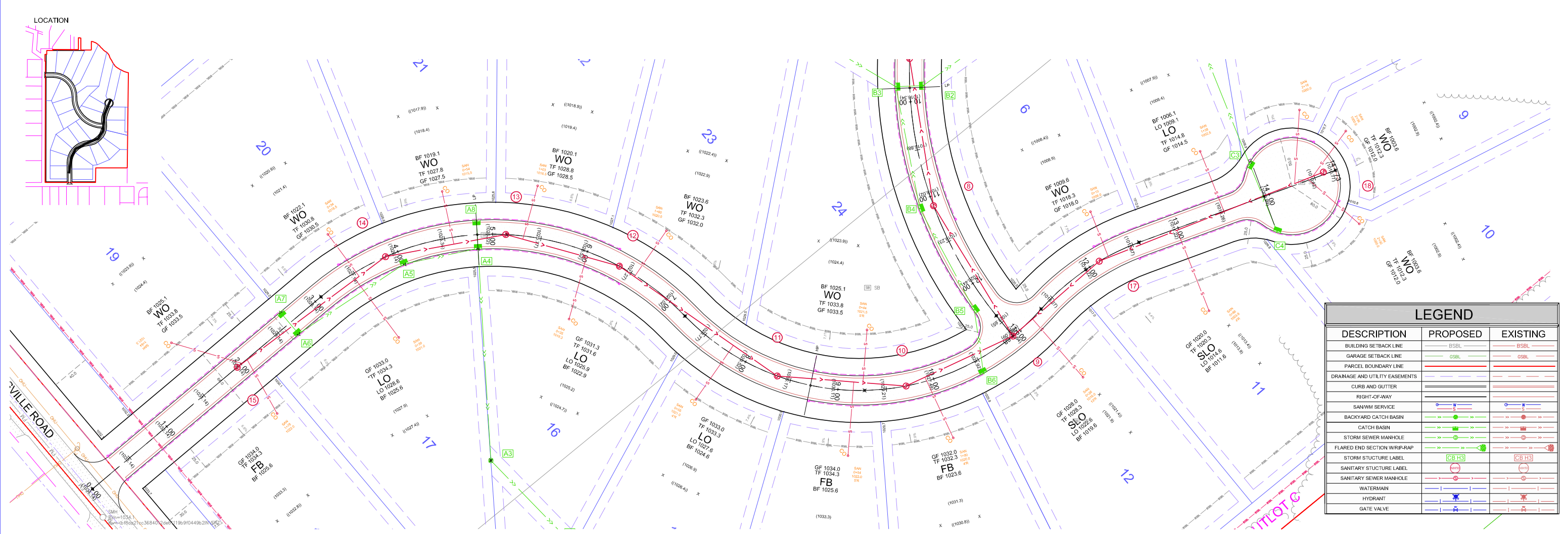


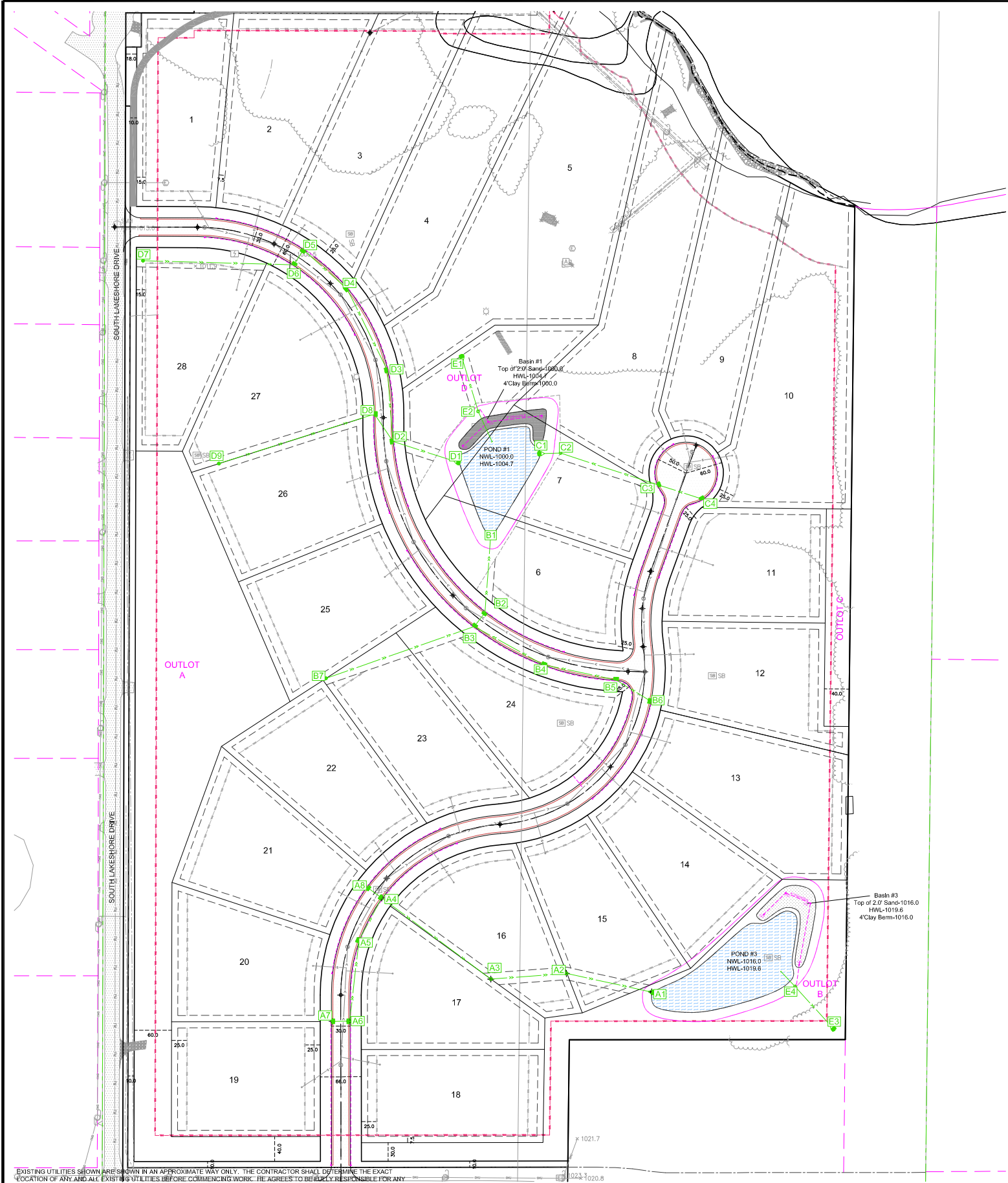
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UTILITY								3568-034		
DRAWN BY								7		
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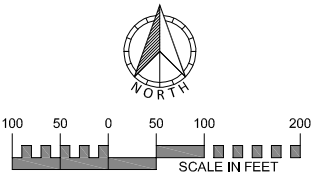
- STORM NETWORK NOTES:**
- 6" RIGID PVC DRAINTILE SHALL BE INSTALLED AT THE LOWPOINT CATCH BASINS 125' MIN. (STD) IN EACH DIRECTION & 250' IN THE UPHILL DIRECTION FOR ON SLOPE CATCH BASINS.
  - 6" PERFORATED REAR YARD DRAINTILE W/WRAP SHALL BE INSTALLED THROUGH THE FILTRATION AREAS AS SHOWN ON THE PLANS. SEE THE "TYPICAL DETAIL - INFILTRATION/FILTRATION AREA" BELOW FOR INSTALLATION PURPOSES.
  - TIE THE LAST 3 PIPE JOINTS TO FLARED END SECTIONS (TYPICAL).
  - TRASH GUARDS (HOT DIPPED GALVANIZED) SHALL BE PLACED ON ALL FLARED END SECTIONS.
  - TIE ALL PIPE JOINTS BETWEEN STORM SEWER CONTROL STRUCTURES AND APRONS AND CULVERT APRONS.
  - TIE ALL JOINTS BETWEEN OCS STRUCTURES AND FLARED END SECTIONS.
  - WIMCO'S OR APPROVED EQUAL TO BE INSTALLED AT ALL STORM INLETS.
  - GRANULAR MATERIAL SHALL BE PLACED UNDER STORM SEWER PIPE OR STRUCTURES THAT ARE LESS THAN 48" BELOW FINISHED GRADE AND EXTEND TO AT LEAST 48" BELOW FINISHED GRADE.
  - RIP-RAP FOR STORM SEWER SHALL BE CONSTRUCTED USING GRANITE ROCK, 1" DIAMETER OR LARGER AND SHALL BE HAND PLACED. RIP-RAP SHALL BE CLASS 3 ON FILTER MATERIAL ON GEOTEXTILE FABRIC.
  - ALL ADJUSTING RINGS TO BE CONCRETE.

LEGEND		
DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	B'SBL	B'SBL
GARAGE SETBACK LINE	G'SBL	G'SBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SANITARY SERVICE		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION W/RIE-RAP		
STORM STRUCTURE LABEL	[CB H3]	[CB H3]
SANITARY STRUCTURE LABEL		
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		

STRUCTURE TABLE							
STRUCTURE NAME	TYPE	DIAMETER	RIM	BUILD	INV	CASTING	NOTES
A2	CBMH		1020.9	4.3'	1016.6		
A3	CBMH		1022.9	4.9'	1018.0		
A4	CBMH		1024.6	7.6'	1017.0		
A5	CBMH		1025.5	4.0'	1021.5		
A6	CBMH		1028.3	4.3'	1024.0		
A7	CB		1028.3	4.0'	1024.3		
A8	CB		1024.6	4.0'	1020.6		
B2	CBMH		1015.7	14.7'	1001.0		
B3	CBMH		1015.8	8.1'	1007.7		
B4	CBMH		1017.7	4.0'	1013.7		
B5	CBMH		1020.7	4.0'	1016.7		
B6	CB		1024.5	4.0'	1020.5		
B7	CB		1012.9	3.4'	1009.5		
C2	STMH		1005.0	4.8'	1000.2		
C3	CBMH		1009.0	7.3'	1001.7		
C4	CB		1008.9	3.2'	1005.7		
D2	CBMH		1017.5	19.0'	998.5		
D3	CBMH		1015.0	10.9'	1004.1		
D4	CBMH		1011.6	6.0'	1005.6		
D5	CBMH		1010.5	4.3'	1006.2		
D6	CBMH		1010.5	4.0'	1006.5		
D7	CB		1011.0	3.2'	1007.8		
D8	CBMH		1016.5	9.5'	1007.0		
D9	CB		1012.9	2.9'	1010.0		

FES TABLE				
Structure Name	TYPE	SIZE (IN.)	INV	C.Y. RIP RAP
A1	FES	21	1016.0	
B1	FES	18	1000.0	
C1	FES	18	1000.0	
D1	FES	18	1000.0	
E1	FES	36	998.0	
E3	FES	12	1010.9	

OUTLET STRUCTURE TABLE			
Structure Name	TYPE	INV	DETAIL
E2	OCS	997.5 998.50	SEE STRUCTURE DETAIL
E4	OCS	1014.0 1014.00	SEE STRUCTURE DETAIL

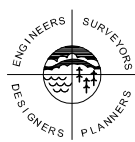


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ROBERT S. MOLSTAD, P.E.  
Date: \_\_\_\_\_ Lic. No. \_\_\_\_\_

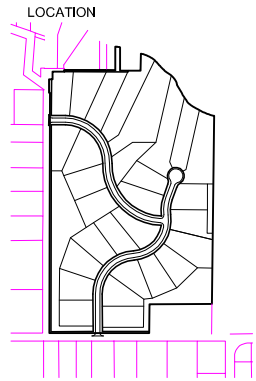
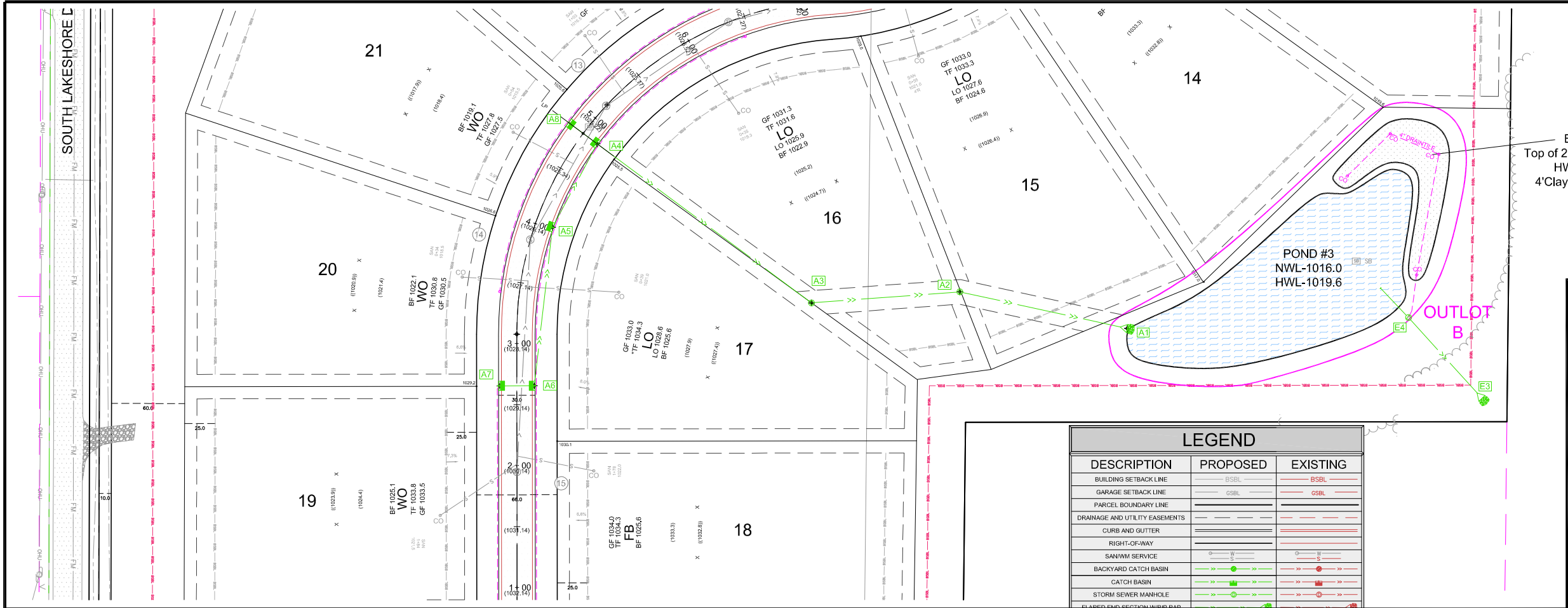


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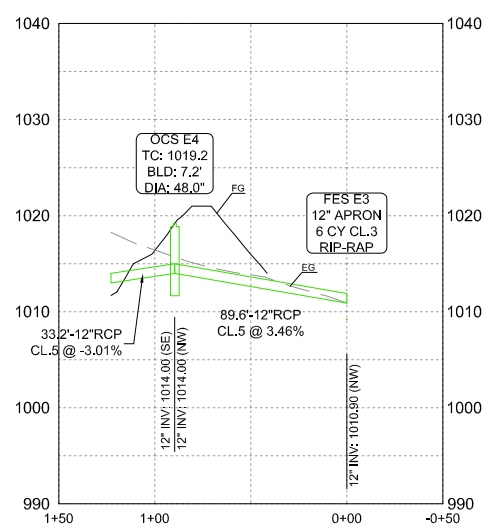
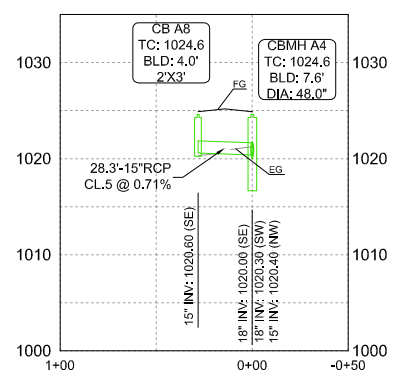
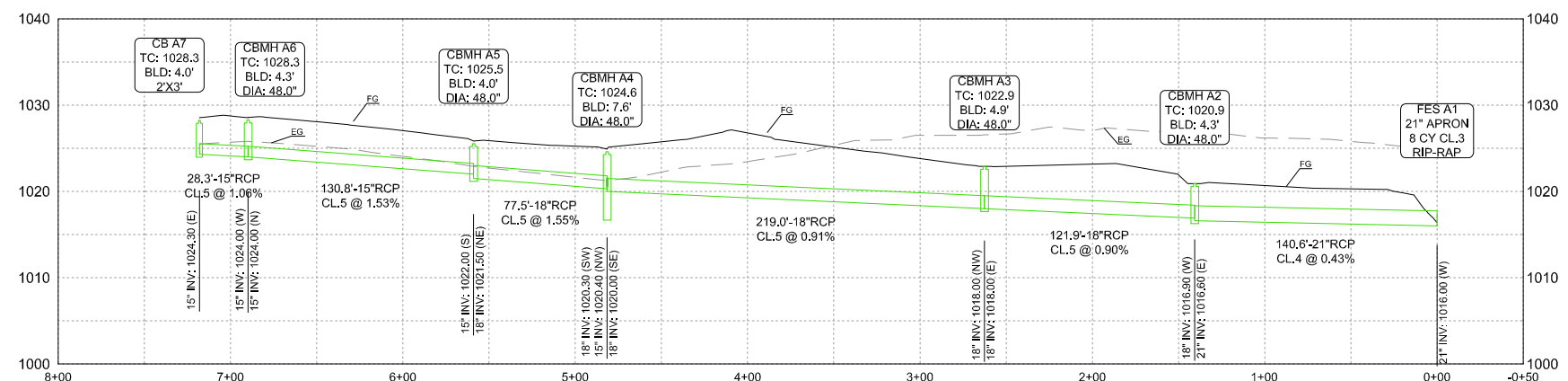
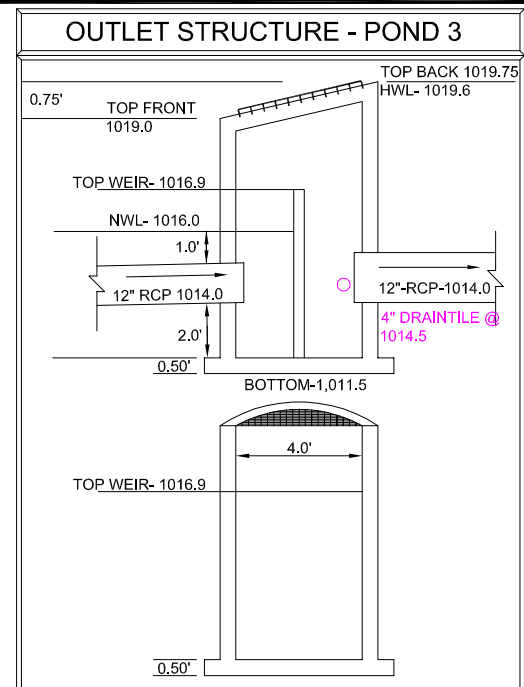
**PRELIMINARY STORM SEWER PLAN**  
**BRIDGEVINE**  
**BOHLAND DEVELOPMENT**

FILE NO.  
3568-034  
**9**  
**17**



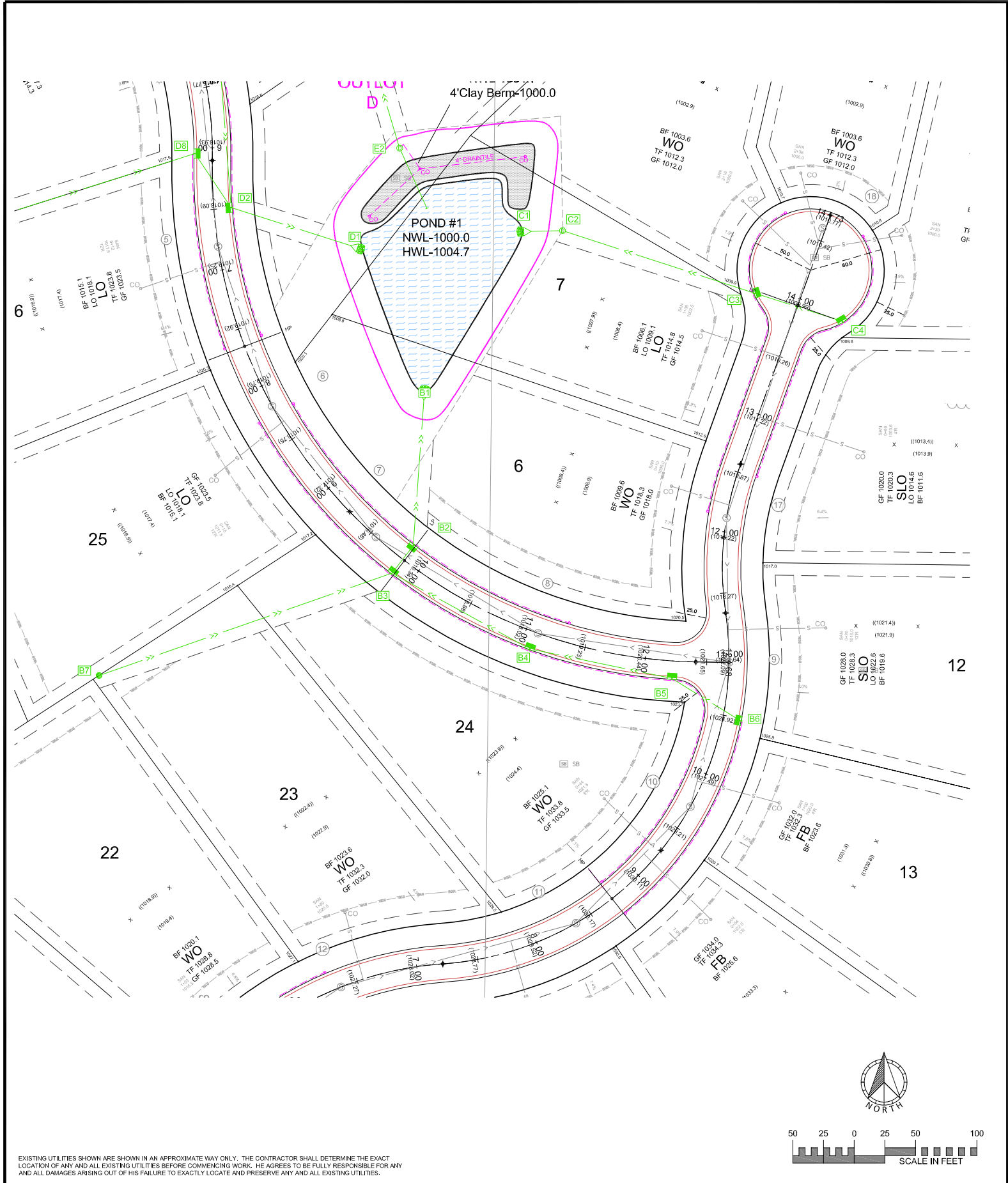
Basin #3  
Top of 2.0' Sand-1016.0  
HWL-1019.6  
4'Clay Berm-1016.0

LEGEND		
DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SANWM SERVICE		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION INVERT ROAD		
STORM STRUCTURE LABEL	CB H3	CB H3
SANITARY STRUCTURE LABEL		
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		



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CITY PROJECT NO.

INDEPENDENCE, MINNESOTA

PRELIMINARY STORM SEWER PLAN

BRIDGEVINE

BOHLAND DEVELOPMENT

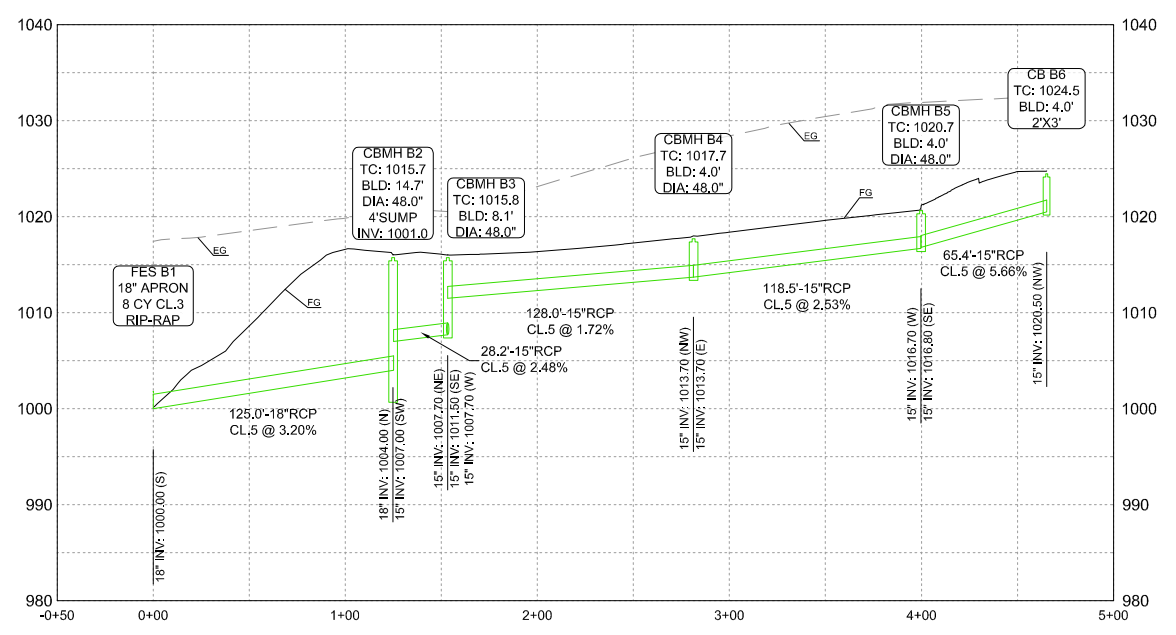
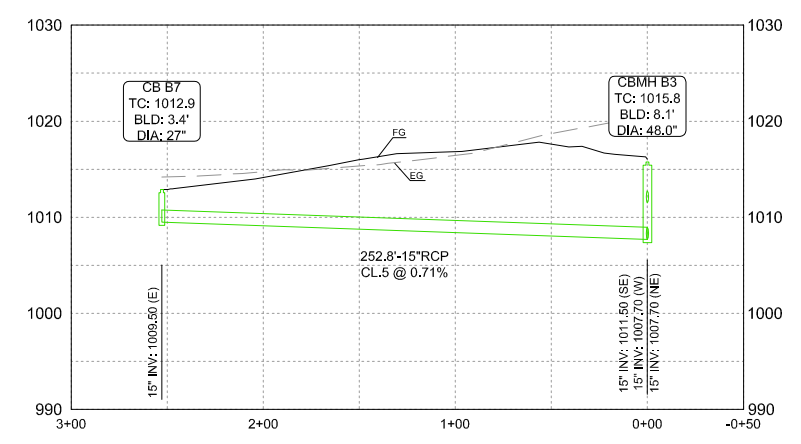
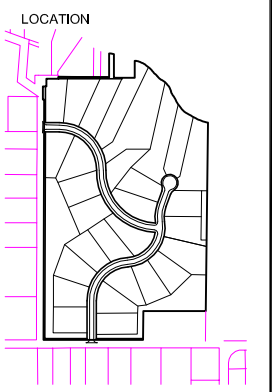
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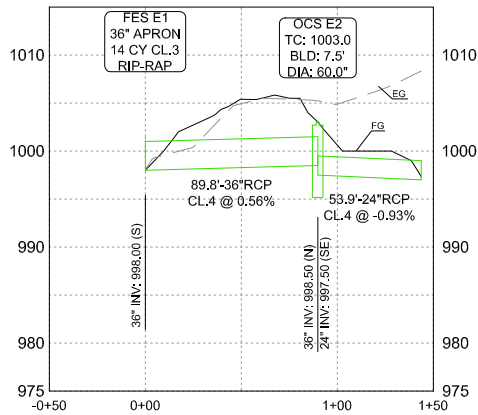
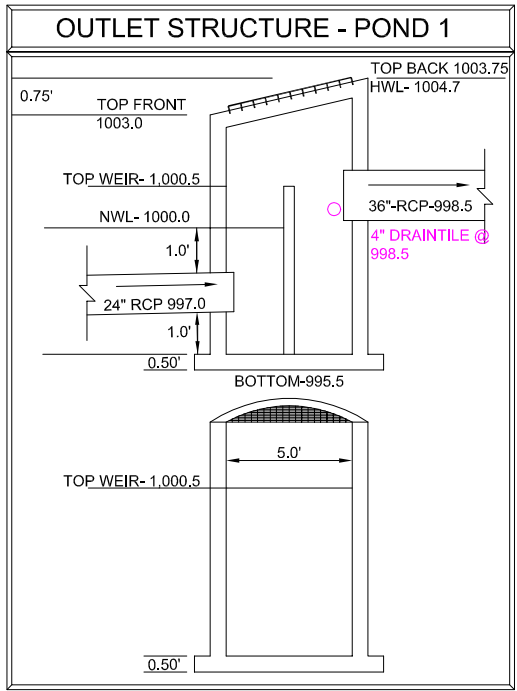
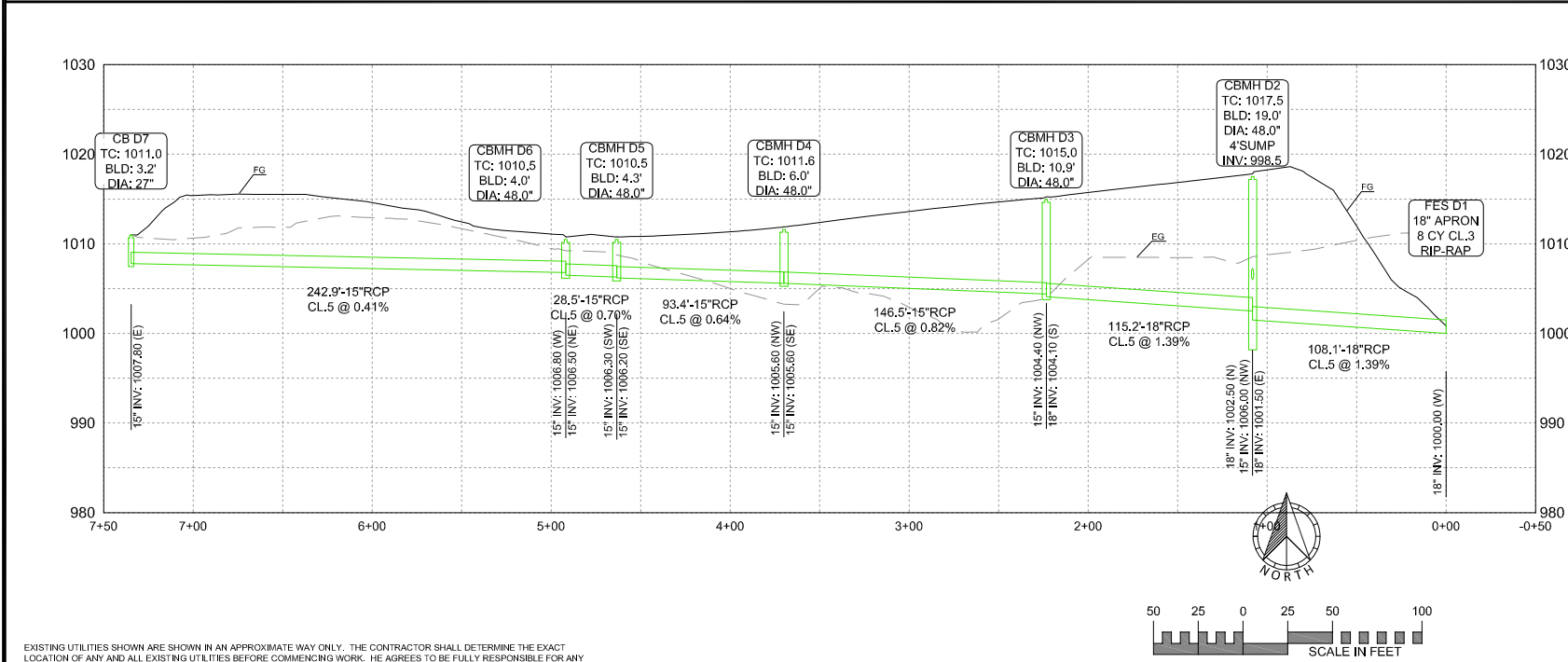
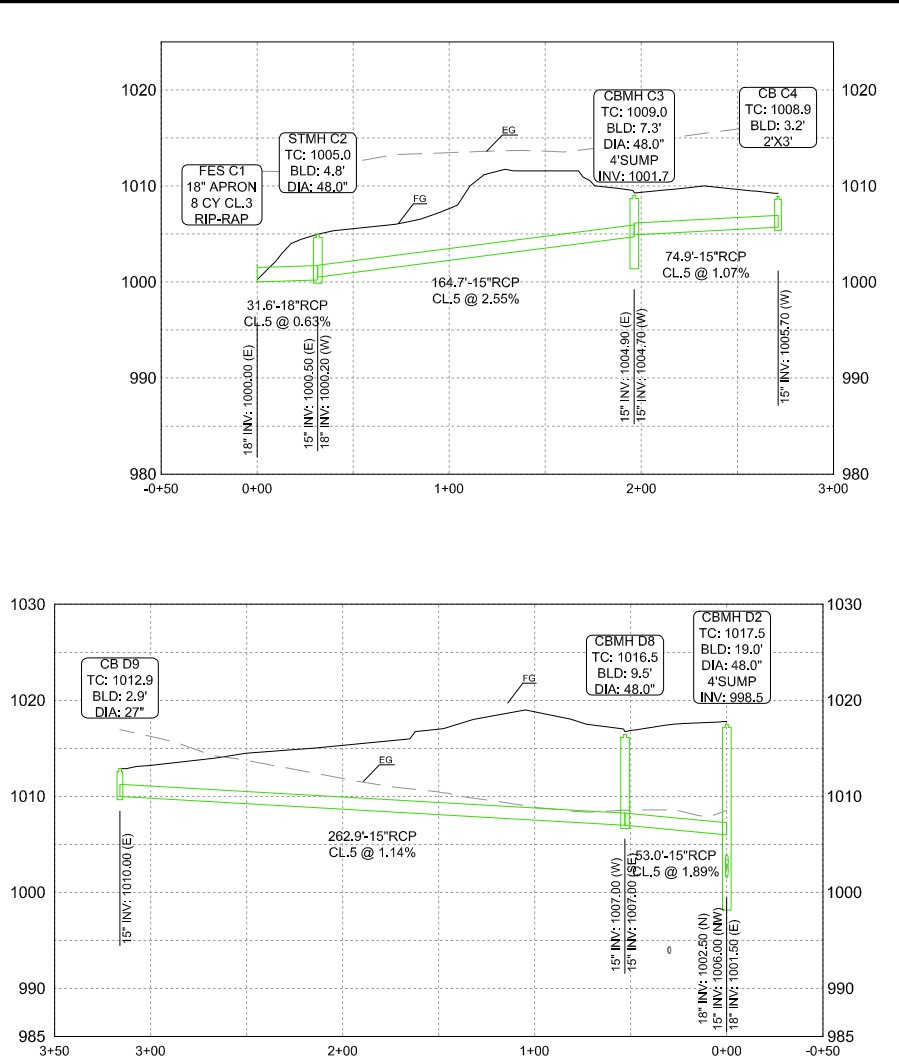
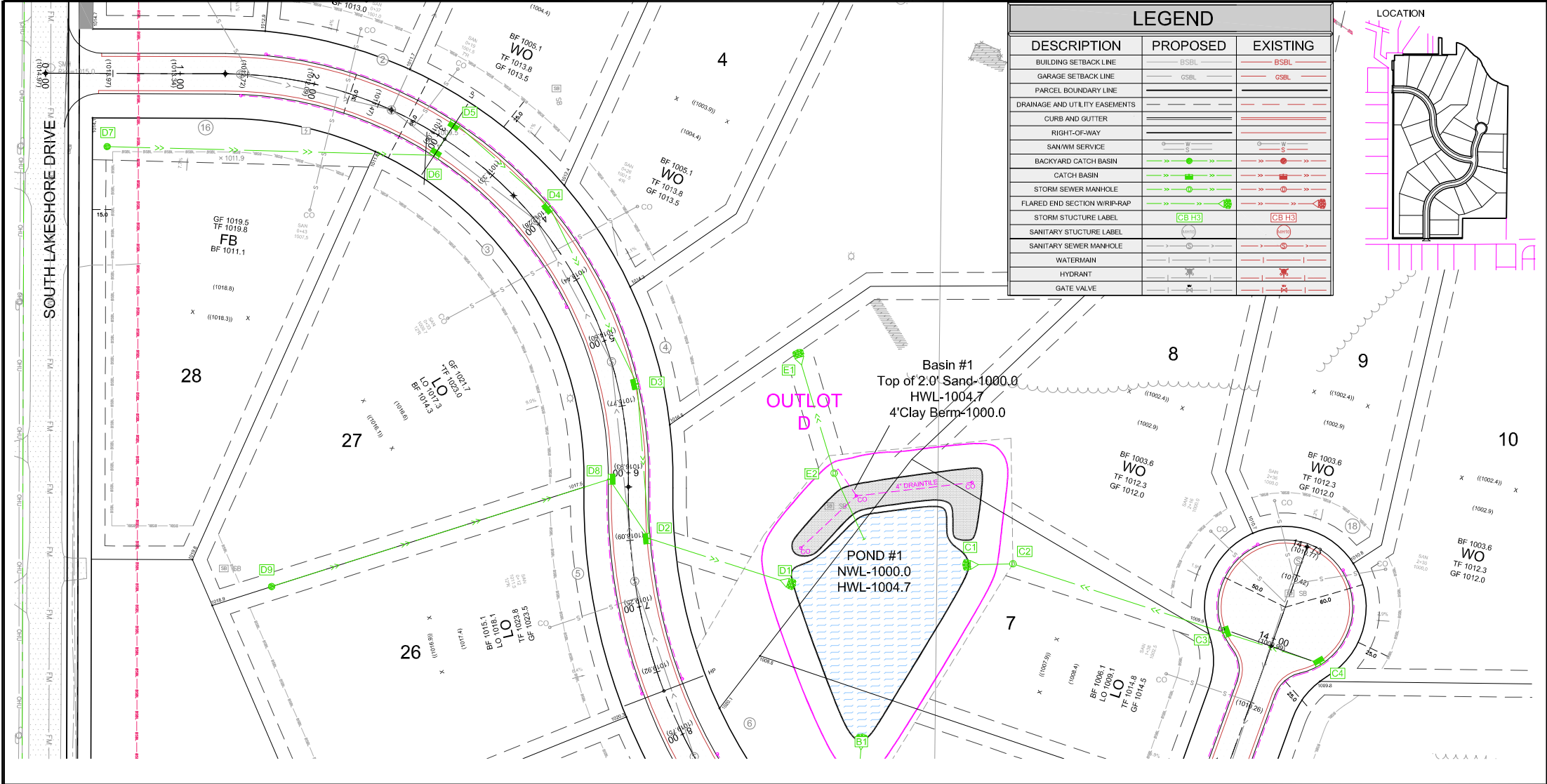
3568-034

11

17

LEGEND		
DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SAN/WM SERVICE		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRIP-RAP		
STORM STRUCTURE LABEL	CB H3	CB H3
SANITARY STRUCTURE LABEL		
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		





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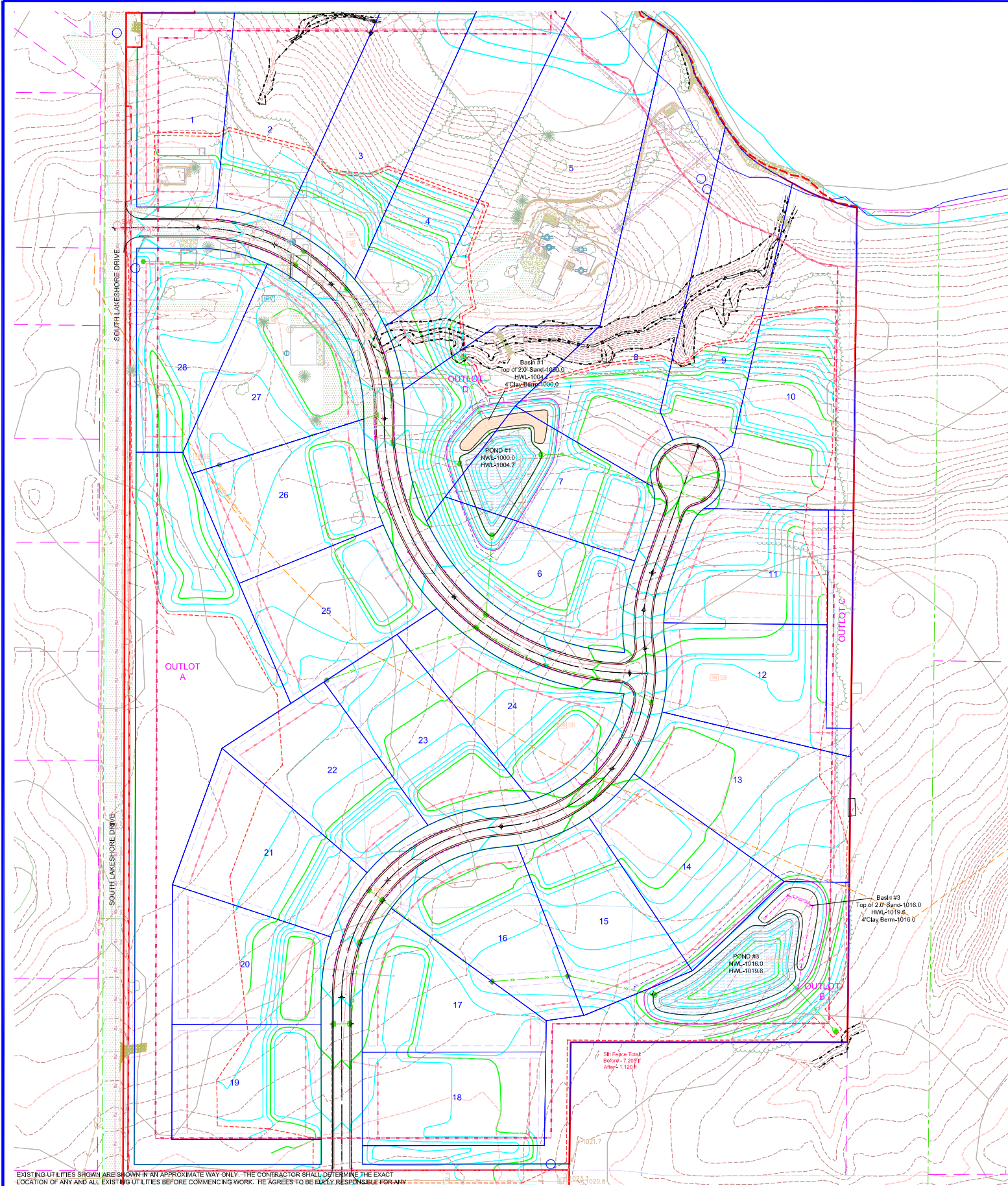
**SATHRE-BERGQUIST, INC.**  
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.  
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INDEPENDENCE,  
MINNESOTA

**PRELIMINARY STORM SEWER PLAN**  
**BRIDGEVINE**  
**BOHLAND DEVELOPMENT**

FILE NO.  
3568-034  
**12**  
**17**





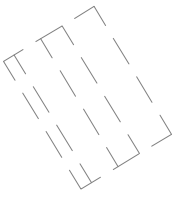
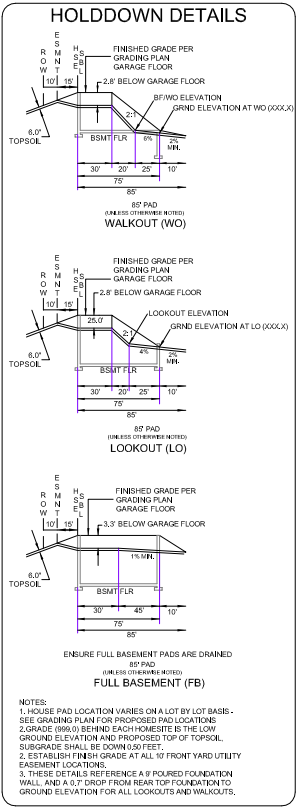
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- GENERAL NOTES:
1. INSTALL SILT FENCE AS SHOWN ON PLAN, AS REQUIRED BY THE CITY OR DIRECTED BY THE ENGINEER.
  2. THE WATER QUALITY POND MUST BE EXCAVATED AT THE BEGINNING OF GRADING OPERATIONS TO PROVIDE TEMPORARY STORM WATER DETENTION DURING CONSTRUCTION. SAND AND SILT MUST BE REMOVED FROM THE POND AS NECESSARY DURING CONSTRUCTION AND AT THE COMPLETION OF THE PROJECT.
  3. BEGIN GRADING, INSTALL PERFORATED RISER PIPE IN POND WHEN POND GRADING IS COMPLETE. TEMPORARY DRAINAGE PIPE SHALL BE USED FOR INTERMEDIATE DRAINAGE DURING THE CONSTRUCTION PERIOD AS NECESSARY AND DIRECTED BY THE ENGINEER. INSTALL SILT FENCE AROUND EXCAVATED PONDS.
  4. INSPECT POND, SILT FENCE, AND ROCK ENTRANCE BERM AFTER ALL RAINFALL EVENTS AS REQUIRED BY THE NPDES PERMIT.
  5. LINE ALL PONDS WITH A MINIMUM 3" ORGANIC SOILS & SEED SLOPES BETWEEN NWL AND 100 YR HWL WITH A WATER TOLERANT MIX. (OR AS NOTED)
  6. REMOVE PERFORATED RISER PIPE WHEN STORM SEWER AND OUTLET STRUCTURE FOR PONDS ARE INSTALLED.
  7. POND - 10:1 BENCH (1 FOOT) THEN 3:1 MAX
  8. LO & WO PADS 3:1 MAX. ALL OTHER SLOPES 4:1 MAX (UNLESS NOTED)
  9. THE GRADING CONTRACTOR IS RESPONSIBLE FOR ALL STORM WATER INSPECTIONS ACCORDING TO THE MPCA STORM WATER PERMIT. THIS INCLUDES BOTH WEEKLY INSPECTIONS AND INSPECTIONS DONE AFTER A 0.5" RAIN EVENT. A COPY OF THE INSPECTION REPORT MUST BE EMAILED TO THE ENGINEER AND DEVELOPER ON A WEEKLY BASIS.
  10. THE CONTRACTOR SHALL PLACE INLET PROTECTION DEVICES IN ACCORDANCE WITH THE CITY FOR ALL STORM SEWER INLETS AND MAINTAIN THEM AS AN EFFECTIVE SILT CONTROL DEVICE. INLET PROTECTION SHALL BE REMOVED WHEN RESTORATION HAS BEEN ESTABLISHED.
  11. ALL RETAINING WALLS WILL REQUIRE A STRUCTURAL DESIGN, A BUILDING PERMIT & A FINAL INSPECTION REPORT.
  12. A 1"-2" CRUSHED ROCK ENTRANCE BERM SHALL BE PLACED AT THE SITE ENTRANCE, TO REPLACE SILT FENCE, AND MINIMIZE EROSION ON TO THE STREETS. THE ROCK BERMS SHALL BE THE WIDTH OF THE ENTRANCE AND 2 FEET HIGH WITH 4:1 SLOPES.
  13. THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM THE BUILDING PAD AND STREET AREAS THROUGHOUT CONSTRUCTION.
  14. THE CONTRACTOR SHALL ATTEMPT TO PREVENT SOIL MATERIALS FROM LEAVING THE SITE BY EROSION AND VEHICLE WHEEL TRACKING. HE SHALL BE RESPONSIBLE FOR CLEANING OF STREET, BOULEVARD AND UTILITY FACILITIES THAT RECEIVE ANY ERODED OR TRACKED SOIL MATERIAL OR OTHER CONSTRUCTION DEBRIS OR MATERIAL.
  15. EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.
  16. BUILDING PADS ARE 8" DEEP, UNLESS OTHERWISE NOTED. THE FRONT AND REAR BUILDING PAD LINES ARE SHOWN ON THE PLAN. THE ENGINEER SHOULD BE CONTACTED IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING BUILDING PADS.
  17. CONTRACTOR MUST COMPLY WITH CITY WETLAND REPLACEMENT REQUIREMENTS.

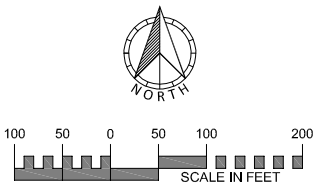
- RESTORATION NOTES
- RESTORATION - XX AGRES
- ON-SITE ORGANIC MTRL.
- A. RESTORE ALL DISTURBED AREAS WITH 4" TO 6" OF TOPSOIL, OR EXISTING
- B. SEED POND SLOPES AND DETENTION AREAS WITH MNDOT 310 OR BWSR P8 SEED MIX AT A RATE OF 100 LBS./ACRE AND FERTILIZE WITH 20-0-10 AT 100 LBS./ACRE.
- C. SEED BASIN AREAS WITH MNDOT 33-261 SEED MIX AT A RATE OF 35 LBS./ACRE AND FERTILIZE WITH 20-0-10 AT 100 LBS./ACRE.
- D. SEED ALL OTHER DISTURBED AREAS WITH MNDOT 250 SEED MIX AT A RATE OF 100 LBS./ACRE AND FERTILIZE WITH 20-0-10 AT 100 LBS./ACRE. (UNLESS OTHERWISE NOTED)
- E. ONLY PHOSPHOROUS FREE FERTILIZER IS TO BE USED ON SITE.
- F. MULCH WITH TYPE 1 AT A RATE OF 2 TONS/ACRE AND DISC ANCHOR IMMEDIATELY AFTER PLACEMENT. USE WOODFIBER BLANKET ON ALL SLOPES 3:1 (FT) OR GREATER.
- G. PLACE APPROVED STORM SEWER INLET PROTECTION IN OR AROUND ALL STORM SEWER INLETS AND MAINTAIN UNTIL STREET CONSTRUCTION IS COMPLETED. REFER TO CITY DETAILS ST-22 & ST-23 FOR APPROVED DEVICES.
- H. MAINTAIN ALL SILT FENCE UNTIL TURF HAS BEEN ESTABLISHED.
- I. RESTORATION WORK WILL BE COMPLETED WITHIN 72 HOURS OF GRADING COMPLETION.
- J. SILT FENCE, BEFORE GRADING - XXXX LF  
AFTER GRADING - XXX LF
- K. WOODFIBER BLANKET - XXX SY

- ON-SITE BMPS
1. NURP POND - NURP POND WILL BE UTILIZED TO MEET OR EXCEED QUALITY AND RATE CONTROL REQUIREMENTS.
  2. SKIMMERS - THE POND OUTLET STRUCTURE INCLUDES A SUBMERGED INLET PIPE TO ALLOW SKIMMING.
  3. RIP RAP - RIP RAP WILL BE UTILIZED AT ALL APRONS FOR ENERGY DISSIPATION AND PROVIDE SEDIMENT CONTROL. MUST BE INSTALLED OVER A SUITABLY GRADED FILTER MATERIAL OR FILTER FABRIC TO ENSURE THAT SOIL PARTICLES DO NOT MIGRATE THROUGH THE RIP RAP AND REDUCE ITS STABILITY.
  4. INLET PROTECTION - INLET PROTECTION WILL BE INSTALLED AND MAINTAINED IN ALL CATCH BASINS & REAR YARD STRUCTURES. REFER TO THE CITY DETAILS TO DETERMINE WHICH INLET PROTECTION DEVICE IS APPLICABLE.
  5. SLOPE STABILIZATION - SILT FENCE WILL BE INSTALLED ALONG DOWN GRADIENT GRADING LIMITS AND WOODFIBER BLANKET WILL BE UTILIZED ON ALL SLOPES 3:1 OR GREATER TO PROVIDE ADEQUATE SLOPE STABILIZATION.
  6. BIOROLLS - BIOROLLS WILL BE INSTALLED ALONG REAR YARD SWALES TO PREVENT SEDIMENT FROM REACHING THE NURP POND AND ULTIMATELY DOWNSTREAM WETLANDS.
  7. INFILTRATION/RETENTION AREAS - INFILTRATION/RETENTION AREAS WILL BE UTILIZED TO REDUCE/RETAIN THE RUNOFF FROM THE INCREASED HARD SURFACE.
  8. STREET SWEEPING - STREET SWEEPING WILL BE DONE A MINIMUM OF ONCE PER WEEK OR MORE FREQUENTLY TO MINIMIZE DUST CONTROL AND VEHICLE TRACKING.
  10. PHOSPHOROUS FREE FERTILIZER - PHOSPHOROUS FREE FERTILIZER WILL ALSO BE USED ON SITE.

SYMBOL LEGEND		
DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR		
MAJOR CONTOUR		
LOT LINE		
BUILDING SETBACK LINE		
GARAGE SETBACK LINE		
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRAP/WRAP		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/RUNOFF ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE - (PRE CONSTRUCTION)		
SILT FENCE - (POST CONSTRUCTION)		
SPOT ELEVATION		
TBC SPOT ELEVATION		



DENOTES PROPOSED PAD LOCATION



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GRADING				
DRAWN BY				
CAW				
CHECKED BY				
RSM				
DATE				
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Date: \_\_\_\_\_ Lic. No. \_\_\_\_\_

ENGINEERS  
SURVEYORS  
DESIGNERS  
PLANNERS

**SATHRE-BERGQUIST, INC.**  
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.
---
INDEPENDENCE, MINNESOTA

PRELIMINARY GRADING PLAN

**BRIDGEVINE**

**BOHLAND DEVELOPMENT**

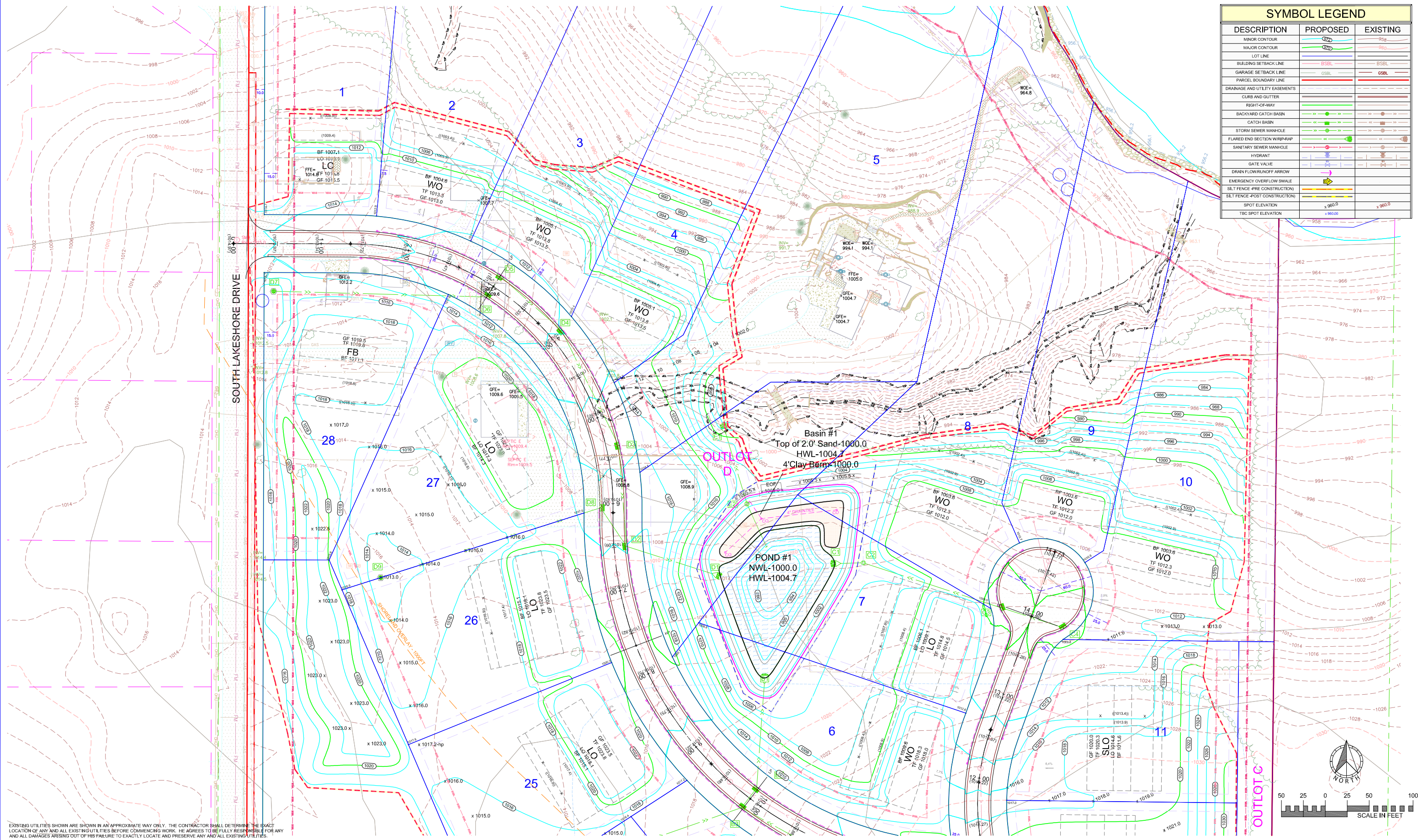
FILE NO.

3568-034

**13**

**17**





SYMBOL LEGEND		
DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR		
MAJOR CONTOUR		
LOT LINE		
BUILDING SETBACK LINE		
GARAGE SETBACK LINE		
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRAP-UP		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/RUNOFF ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE -PRE CONSTRUCTION		
SILT FENCE -POST CONSTRUCTION		
SPOT ELEVATION		
TBC SPOT ELEVATION		

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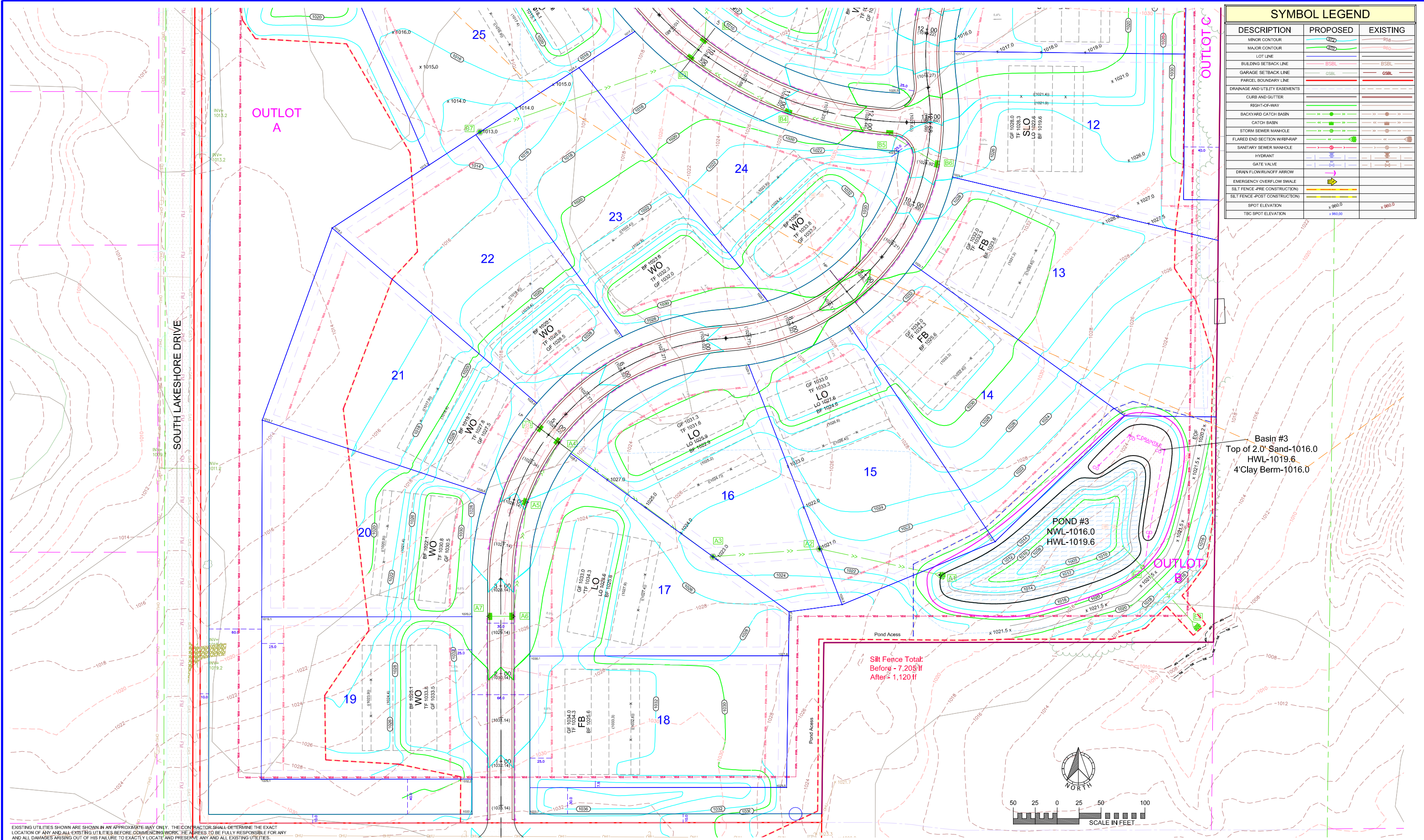
PRELIMINARY GRADING PLAN

BRIDGEVINE

BOHLAND DEVELOPMENT

FILE NO.	3568-034
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17	





SYMBOL LEGEND		
DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR		
MAJOR CONTOUR		
LOT LINE		
BUILDING SETBACK LINE		
GARAGE SETBACK LINE		
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRAP-RAP		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/RUNOFF ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE - PRE CONSTRUCTION		
SILT FENCE - POST CONSTRUCTION		
SPOT ELEVATION		
TBC SPOT ELEVATION		





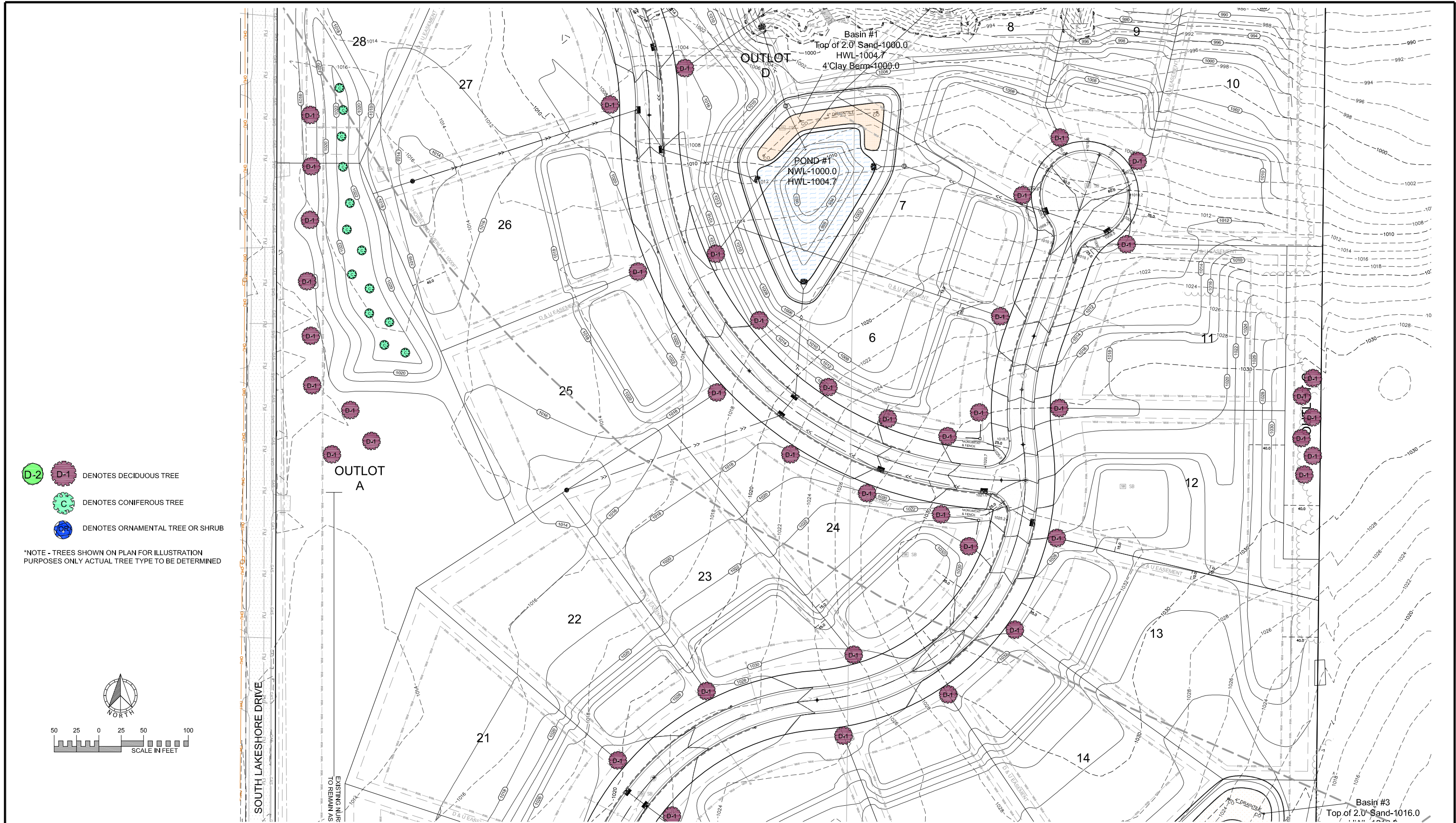












EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

DRAWING NAME	NO.	BY	DATE	REVISIONS
GRADING	01	RSM	05/06/22	REVISE LOT TYPES
DRAWN BY				
CAD				
CHECKED BY				
RSM				
DATE				
12/29/21				

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I HEREBY CERTIFY THAT THIS PLAN OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

*Robert S. Molstad*  
ROBERT S. MOLSTAD, P.E.  
Date: 12/9/21 Lic. No. 26728







**SATHRE-BERGQUIST, INC.**  
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.
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INDEPENDENCE, MINNESOTA

**PRELIMINARY LANDSCAPE PLAN**  
**BRIDGEVINE**  
**BOHLAND DEVELOPMENT**

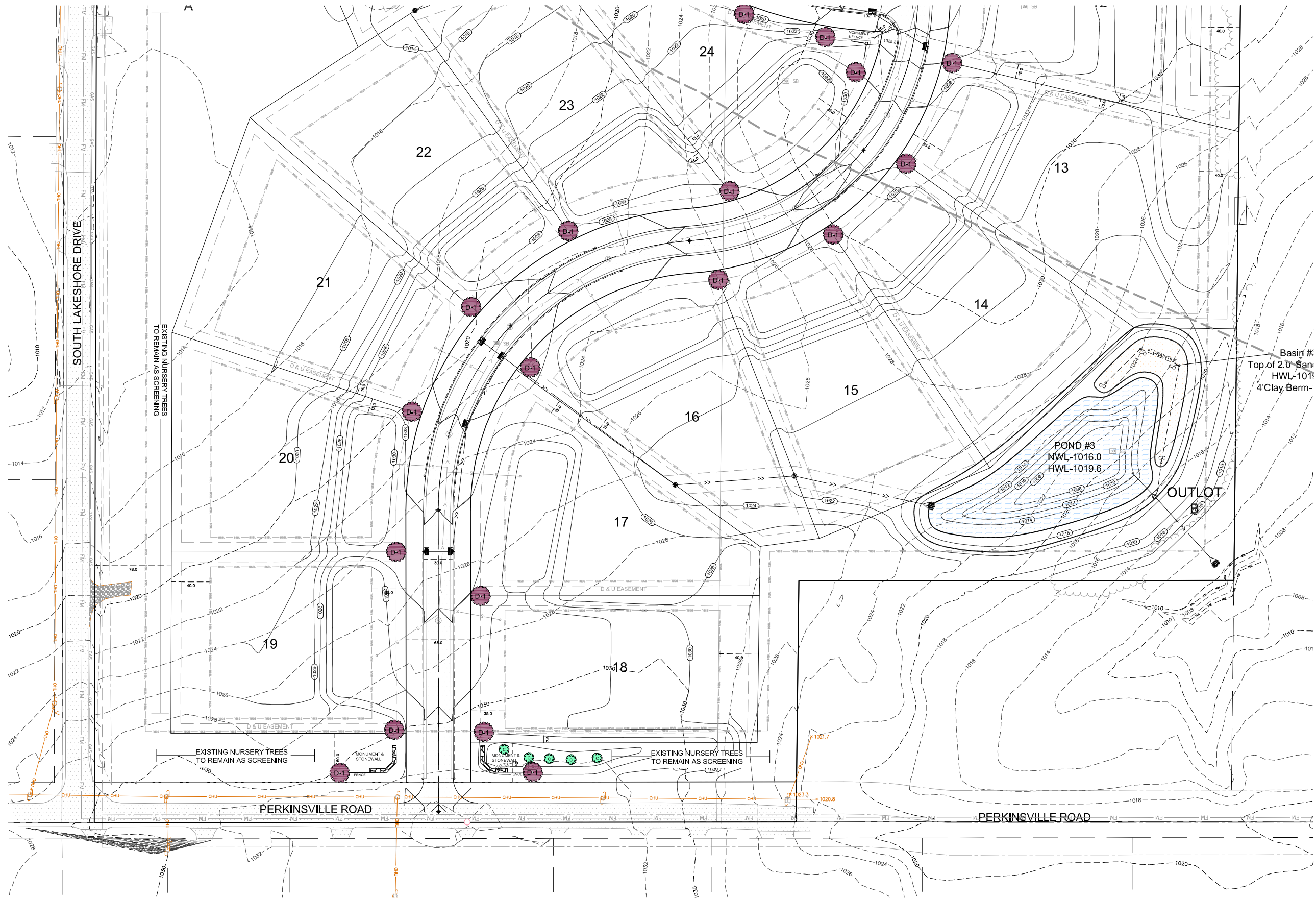
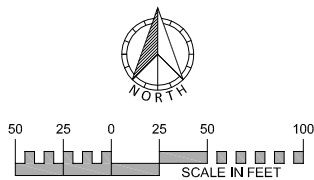
FILE NO. 3568-034
<b>LP2</b>
<b>LP3</b>



-   DENOTES DECIDUOUS TREE
-  DENOTES CONIFEROUS TREE
-  DENOTES ORNAMENTAL TREE OR SHRUB

\*NOTE - TREES SHOWN ON PLAN FOR ILLUSTRATION PURPOSES ONLY ACTUAL TREE TYPE TO BE DETERMINED

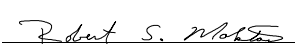
\*\* ONSITE NURSERY TREES TO BE RELOCATED ONSITE AS PART OF LANDSCAPE PLAN



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DRAWING NAME	NO.	BY	DATE	REVISIONS
GRADING	01	RSM	05/06/22	REVISE LOT TYPES
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CAD				
CHECKED BY				
RSM				
DATE				
12/29/21				

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ROBERT S. MOLSTAD, P.E.  
Date: 12/29/21 Lic. No. 26728



**SATHRE-BERGQUIST, INC.**  
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.
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INDEPENDENCE, MINNESOTA

**PRELIMINARY LANDSCAPE PLAN**  
**BRIDGEVINE**  
**BOHLAND DEVELOPMENT**

FILE NO.
3568-034
<b>LP3</b>
<b>LP3</b>

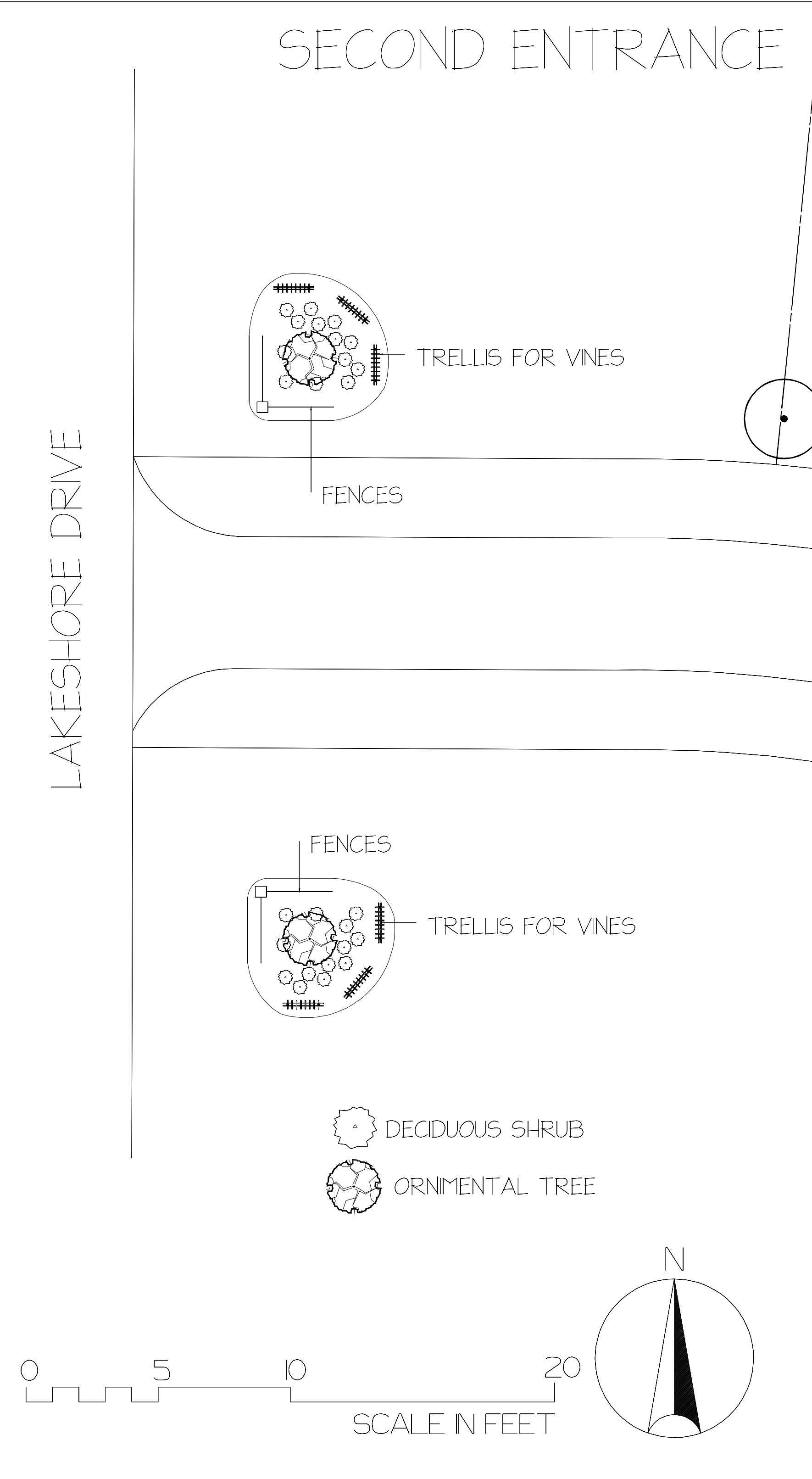
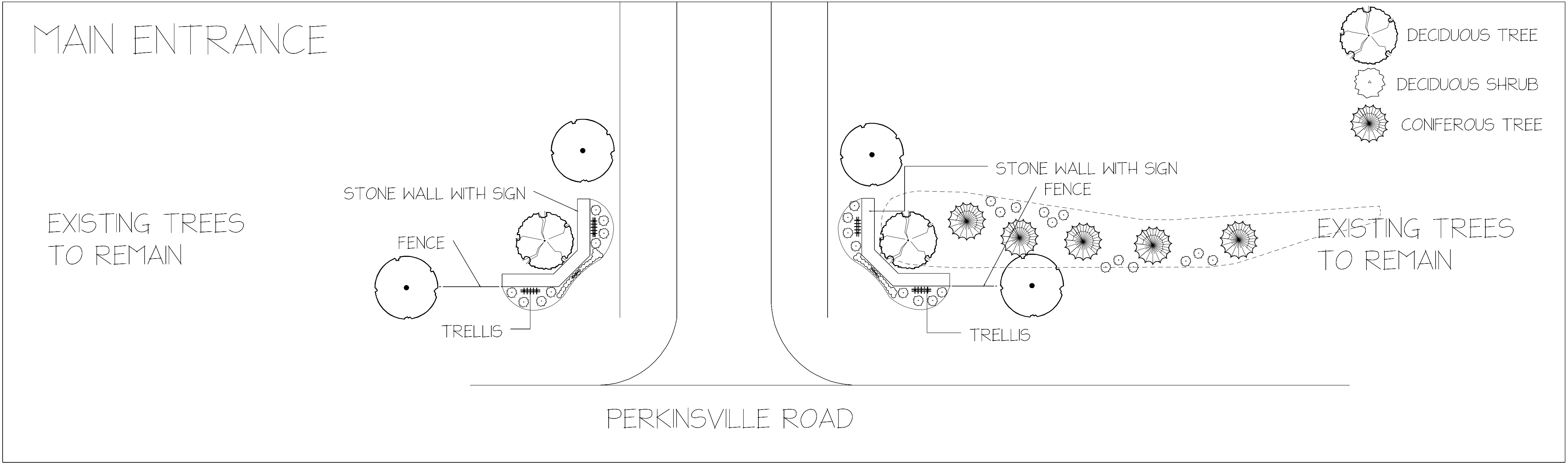
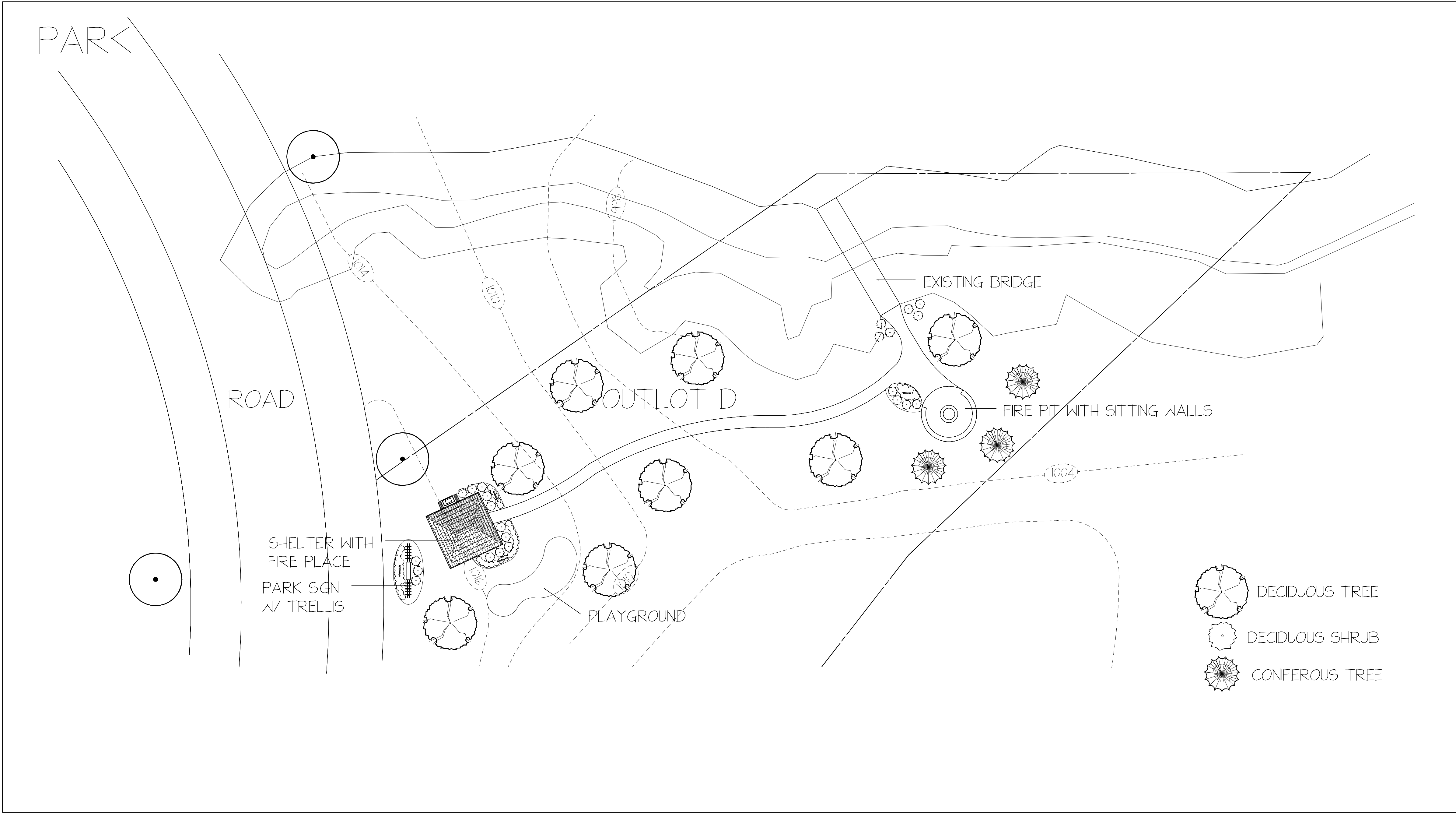


# DESIGNING Nature

LANDSCAPING SERVICES

3312 RED FOX DRIVE HAMEL, MN 55340

\*TREE TRANSPLANTING AND ANY NEW TREES AND SHRUBS WILL BE PLANNED AT COMPLETION OF THE SITE GRADING TO DETERMINE QUANTITY AND BEST LOCATION.



**ARTICLES OF INCORPORATION  
OF  
BRIDGEVINE ASSOCIATION, INC.**

The undersigned, a natural person of full age, for the purpose of forming a nonprofit corporation under Minnesota Statutes, Chapter 317A, does hereby adopt the following Articles of Incorporation:

**ARTICLE I  
NAME**

The name of this corporation shall be BridgeVine Association, Inc.

**ARTICLE II  
REGISTERED OFFICE AND AGENT**

The registered office of this corporation is located at:

849 Mill Street East  
Wayzata, MN 55391.

The corporation's agent appointed to accept service of process at that address is Steven R. Bohl.

**ARTICLE III  
INCORPORATOR**

The name and address of the incorporator are:

Steven R. Bohl  
849 Mill Street East  
Wayzata, MN 55391.

**ARTICLE IV  
BYLAWS**

The power to adopt initial Bylaws is vested in the Board of Directors of the corporation. The power to amend or repeal Bylaws is hereby reserved to the members of the corporation. The procedures for amending or repealing the Bylaws are as set forth in the Bylaws.

**ARTICLE V**  
**BENEFITS AND COMPENSATION**

No part of the net earnings of the corporation shall inure to the benefit of any member, director or officer of the corporation or any private individual, except that reasonable compensation may be paid for services rendered to or for the corporation in the performance of its purposes.

IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation effective June 7, 2022

**INCORPORATOR:**

By: /s/ Steven R. Bohl  
Steven R. Bohl, Organizer

**BYLAWS  
OF  
BRIDGEVINE ASSOCIATION, INC.**

**ARTICLE I  
Name and Purpose**

Pursuant to the Articles of Incorporation of BridgeVine Association, Inc. and the Declaration Of Covenants, Conditions, Restrictions And Easements Of BridgeVine recorded in the Offices of the County Recorder in and for Hennepin County, Minnesota (the “**Declaration**”), the following are adopted as the Bylaws of BridgeVine Association, Inc. (the “**Association**”), which is a nonprofit corporation formed and organized under Minnesota Statutes Chapter 317A to serve as an association of owners who own real estate and improvements (hereinafter the “**Property**”) within the land area described in said Declaration and subject to the terms and conditions of the Declaration. Unless otherwise defined herein, all terms defined in the Declaration shall have the same meaning when used herein.

These Bylaws shall be deemed covenants running with the land and shall be binding on the Owners, their heirs, administrators, personal representatives, successors, and assigns.

**ARTICLE II  
Members, Voting, and Meeting**

2.1 **Members.** The corporation shall have one (1) class of Members, and their rights and qualifications are as follows:

(a) **Defined.** Members shall be all Owners and shall have one (1) vote for each Unit owned. Every Owner, upon acquiring such ownership, shall automatically become a Member and shall remain a Member until the time his, her or its ownership of such Unit ceases for any reason, at which time his, her or its membership in the Association shall automatically cease.

(b) **One Membership Per Unit.** One (1) membership and one (1) vote shall exist for each Unit. If title to a Unit is held by more than one (1) person or entity, the membership related to that Unit shall be shared by the Unit’s Owners in the same proportionate interests and by the same type of tenancy in which the title to the Unit is held. Voting rights may not be split, and shared membership interests must be voted pursuant to the nomination contained in the Membership List.

(c) **Membership List.** The Association shall maintain a current Membership List showing the membership pertaining to each Unit and the person designated to cast the one (1) vote pertaining to such Unit. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be changed by notice in writing to the Secretary of the Association signed by persons comprising a majority of ownership interest in the Unit.

(d) **Transfer of Membership.** Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be transferred, except in connection with the transfer of a Unit. Upon transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name of the new Owner, identification of Unit, date of transfer, name of the person designated to vote, and any other information about the transfer which the Association may deem pertinent; and the Association shall make appropriate changes to the Membership List effective as of the date of transfer.



2.2 **Quorum and Proxies for Members' Meetings.** A quorum for Members' meetings shall consist of a majority of votes entitled to vote. Votes may be cast in person or by proxy in accordance with designations on the Membership List. The act of a majority of votes present in person or by proxy at any meeting at which a quorum is present shall be the act of the Members. Proxies shall be valid only for the particular meetings or for the period of time designated therein, unless sooner revoked, and must be filed with the Secretary of the Association before the appointed time of the meeting. If any meeting of Members cannot be organized because a quorum is not present, a majority of the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 **Time, Place, Notice, and Calling of Members' Meetings.** Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary of the Association, unless waived in writing, to each Member at the Member's address as it appears on the books of the Association and shall be mailed or personally delivered not less than five (5) days nor more than thirty (30) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting of Members shall be held on the first Monday of March of each year in Bloomington, Minnesota, for the purpose of electing directors and of transacting any other business authorized to be transacted by the Members. Special meetings of the Members shall be held whenever called by the President or any two (2) members of the Board of Directors and must be called by such officers upon receipt of a written request signed by Members with one-third (1/3) or more of all votes entitled to be cast.

### **ARTICLE III** **Board of Directors**

3.1 **Number and Qualifications of Directors.** Except as provided in section 3.3 below, the Board of Directors shall consist of at least three (3) persons, at least two (2) of which shall be Members, or a natural person designated by a Member that is not a natural person, to be classified with respect to the terms for which they severally hold office as set forth in paragraphs 3.3 and 3.4 below.

3.2 **Powers and Duties of the Board of Directors.** The affairs of the Association shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these Bylaws.

3.3 **Initial Board of Directors.** Notwithstanding anything else to the contrary contained herein, the initial Board of Directors shall consist of three persons, appointed by Declarant, who need not be Members of the Association and who shall serve until the expiration of the period described in **Section 15 of the Declaration**. Within sixty (60) days following the conveyance to Owners other than Declarant of seventy-five percent (75%) of the total number of Units to be included in the Property, the Association shall hold a meeting, and the Owners, other than the Declarant, shall elect directors who shall replace the initial directors and serve until the next annual meeting of the Members except in the event of their resignation or removal pursuant to these Bylaws.

3.4 **Terms; Staggering.** Unless otherwise determined by the Members, the directors elected after the initial Board of Directors shall serve for a period of one year or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter

provided.

3.5 **Vacancies on Board.** Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the Members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected at the next annual meeting of the Members at which that class of directors is to be elected.

3.6 **Removal of Directors.** At any regular or special meeting of the Members duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the Members entitled to be cast; and a successor may then and there be elected to fill the vacancy thus created.

3.7 **Regular Meetings and Notice.** A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the Members. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.8 **Special Meetings and Notice.** Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally or by mail, which notice shall state the time, place, and purpose of the meeting.

3.9 **Waiver of Notice.** Before, at, or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting; and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.10 **Quorum of Directors – Adjournments.** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business; and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.11 **Fidelity Bonds.** The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for the Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association and shall constitute a common expense.

## **ARTICLE IV**

### **Officers**

4.1 **Designation, Election and Removal.** The principal officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the directors, any officers may be removed, either with or without cause; and his or her successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two (2) or more offices, except the offices of President and Vice President, may be held by the same person. In the event a meeting is called to elect a director or directors immediately following the expiration of the period of Declarant control described in [Section 1.10 and Article 15 of the Declaration](#), the then-serving officers' terms shall end with the election of new

director(s). The reconstituted Board of Directors shall, at a meeting immediately following such election, elect officers to serve until the next annual meeting.

4.2 **President.** The President shall be selected from among the directors and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members and of the Board of Directors. The President shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts, or other instruments on behalf of the Association in accordance with the provisions herein.

4.3 **Vice President.** The Vice President shall be selected from among the directors and shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Board of Directors shall appoint some other director to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon the Vice President by the Board of Directors.

4.4 **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association, shall count the votes at meetings of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of Secretary.

4.5 **Treasurer.** The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. The Treasurer shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all charges and assessments made by the Association.

4.6 **Liability of Directors and Officers.** No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him or her as a director or officer of the Association if such person: (a) exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his or her own affairs, or (b) took, or omitted to take, such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which the person had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

4.7 **Compensation.** No director or officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the Members.

## **ARTICLE V**

### **Operation of the Property**

5.1 **The Association.** The Association, acting through the Board of Directors, shall be responsible for administration and operation of the Association property, in accordance with the Declaration, the Articles of Incorporation, and these Bylaws. The Association may contract for management services and a managing agent with respect to the administration and operation of the Association.

5.2 **Rules and Regulations.** The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance, and use of the Property. Such

rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units and the Common Areas by persons entitled thereto. The Association members and their guests, and any occupants of the Units shall conform to and abide by all such rules and regulations. A violation of any such rules or regulations shall constitute a violation of the Declaration. The Association, through its Board of Directors, shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be altered and amended or repealed in the same manner as these Bylaws (See Article VIII.)

5.3 **Common Expenses.** The Board of Directors, by a vote of two-thirds (2/3) of the directors, shall determine the common expenses of the Association in order to determine the amount of the assessments payable by each Unit to meet the estimated common expenses of the Association for the ensuing year. The amount required by such budget shall be assessed and charged against the Units and allocated among the members of the Association according to their respective ownership of the Units as set forth in the Declaration.

5.4 **Assessments.** All assessments shall be in accordance with the Declaration.

5.5 **Default.** If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may bring suit for and on behalf of the Association, as representative of all Members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law; and there shall be added to the amount due, the costs of suit and the legal interest, together with reasonable attorneys' fees. The Board of Directors shall have all the rights with respect to default as set forth in the Declaration.

## **ARTICLE VI**

### **Duties and Obligation of Owners**

6.1 **Rules and Regulations.** The Units and the Common Areas shall be occupied, used and maintained in accordance with the Declaration, the Articles of Incorporation, these Bylaws, and the rules and regulations of the Association.

6.2 **Right of Access.** An Owner shall grant a right of access to the Association or its agent to make reasonable inspection of or correct any condition originating on the Owner's Unit and threatening another Unit or a Common Element. Requests for such entry shall be made in advance, and such entry shall be scheduled for a time reasonably convenient to the Owner. However, in case of an emergency, such right of entry shall be immediate, whether the Owner is present at the time or not.

## **ARTICLE VII**

### **General**

7.1 **Fiscal Year.** The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

7.2 **Seal.** The Association shall have no seal.

## **ARTICLE VIII**

### **Amendments**



8.1 **By Members.** These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by the Members, at any meeting called for such purpose, by an affirmative vote of sixty-six and 67/100 percent (66.67%) of all of the votes entitled to be cast.

## **ARTICLE IX** **Miscellaneous**

9.1 **Record of Ownership.** Every Owner shall promptly cause to be duly recorded or filed of record the deed or other conveyance to the Owner of such Unit or other evidence of the Owner's title thereto, and shall file or present such other evidence of the Owner's title to the Board of Directors; and the Secretary shall maintain all such information in the record of ownership of the Association.

9.2 **Mortgagee or Prospective Purchaser Requests.** The Board of Directors, at the request of any mortgagee or prospective purchaser of any Unit or interest therein, shall report to such party as to the status of assessments on such Unit then due and unpaid.

9.3 **Indemnity of Officers and Directors.** Every person who is or was a director or an officer of the Association (together with the heirs, executors, administrators, and personal representatives of such person) shall be indemnified by the Association against all losses, costs, damages, and expenses (including reasonable attorneys' fees asserted against, incurred by, or imposed upon such person) in connection with or resulting from any claim, action, suit, or proceeding, including criminal proceedings, to which the person is made, or threatened to be made, a party by reason of the person's being or having been such director or officer, except as to matters as to which the person shall be finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in the person's capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors, or employees may be entitled as a matter of law.

All liability, loss, damage, costs, and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses; provided, however, that nothing contained in this Article IX shall be deemed to obligate the Association to indemnify any Member or Owner who is or has been an employee, director, or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by such person under and by virtue of the Declaration, the Articles, and Bylaws of the Association, as a Member or as an Owner.

9.4 **Subordination.** These Bylaws are subordinate and subject to all provisions of the Declaration and any amendments thereto which shall control in case of any conflict.

9.5 **Interpretation.** In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Owners.

9.6 **No Severance of Ownership.** No Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to the Owner's Unit without including therein the appurtenant

interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests without concluding all such interests shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any Unit may be sold, transferred, or otherwise disposed of, except as a part of a sale, transfer, or other disposition of the Unit to which such interests are appurtenant, or as a part of a sale, transfer, or other disposition of such part of the appurtenant interests of all Units.

Adopted and approved by the Board of Directors of BridgeVine Association, Inc. on June 7, 2022.

---

Secretary

**ORGANIZATIONAL RESOLUTIONS  
OF THE INCORPORATOR AND DIRECTORS OF  
BRIDGEVINE ASSOCIATION, INC.  
ADOPTED WITHOUT MEETING**

The undersigned incorporator of BridgeVine Association, Inc., a Minnesota nonprofit corporation, and the undersigned Directors of said association appointed herein, do hereby adopt the following organizational resolutions in writing pursuant to Minnesota Statutes, Section 317A.171.

**1. Articles of Incorporation**

RESOLVED:

The Articles of Incorporation of this corporation, filed with the Minnesota Secretary of State on May 13, 2022, are adopted and approved.

RESOLVED FURTHER:

When and as received from the Minnesota Secretary of State, the original Articles of Incorporation and the Certificate of Incorporation shall be inserted in the corporation's minute book and made a permanent part of its records.

**2. Bylaws**

RESOLVED:

The form of bylaws reviewed by the undersigned are adopted as the Bylaws of this corporation; and the Secretary of this corporation, following election to office, shall certify to such adoption as of this date.

RESOLVED FURTHER:

The certified original of the Bylaws shall be inserted in the corporation's minute book and made a permanent part of its records.

**3. Directors**

RESOLVED:

All formalities pertaining to the nomination and election of the corporation's directors are waived and the following persons are elected as directors of the corporation, to hold such position until the election and qualification of their successors or until their earlier death, resignation, removal or disqualification:

Steven R. Bohl

\_\_\_\_\_  
\_\_\_\_\_.

RESOLVED FURTHER:

All actions of the above named individual previously taken on behalf of this corporation in anticipation of election as director of this corporation are ratified, confirmed and

approved.

**4. Officers**

RESOLVED:

All formalities pertaining to the nomination and election of the corporation's officers are waived and the following person is elected to the positions set forth after his name, to hold such positions until the election and qualification of his respective successor or until his earlier death, resignation, removal or disqualification:

**Name**

**Title(s)**

Steven R. Bohl

President, Treasurer and Secretary.

RESOLVED FURTHER:

All actions of the above named individual previously taken on behalf of this corporation in anticipation of election as officer of this corporation are ratified, confirmed and approved.

**5. Organizational Expenditures**

RESOLVED:

The officer(s) of this corporation are authorized to pay all charges and expenses arising out of the organization of this corporation and to reimburse any persons who have made any disbursements therefor.

RESOLVED FURTHER:

Pursuant to Section 248 of the Internal Revenue Code of 1986, as amended, the corporation elects to deduct its organizational expenditures ratably over a period of 60 months starting with the month in which it commenced business.

RESOLVED FURTHER:

The officers of this corporation are authorized and directed to execute such forms as may be required to make such election, including any forms required to be filed with the first corporate tax return.

**6. Banking**

RESOLVED:

Kensington Bank is designated as the authorized depository for the funds of this corporation.

RESOLVED FURTHER:

The resolutions appearing upon the certificates of resolutions forms provided by such depository, copies of which are attached, are adopted, and each of the persons named therein are authorized and empowered to sign checks and other orders for withdrawals of



funds and to take such other actions as are in accordance with the terms of such resolutions.

7. **Fiscal Year**

RESOLVED:

The initial fiscal year of this corporation shall end December 31, 2022; thereafter this corporation's fiscal year shall begin the first day of January and shall end on the last day of December.

8. **Corporate Seal**

RESOLVED:

This corporation shall have no corporate seal.

9. **Resignation of Incorporator**

RESOLVED:

The resignation of the incorporator, Steven R. Bohl, as and only as incorporator, is hereby tendered and accepted.

Dated and effective: June 7, 2022

\_\_\_\_\_  
**Steven R. Bohl,**  
Director

\_\_\_\_\_  
**Steven R. Bohl,**  
Incorporator

\_\_\_\_\_  
\_\_\_\_\_,  
Director

\_\_\_\_\_  
\_\_\_\_\_,  
Director

## 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:** June 2, 2022

**RE:** Bridgevine – Water Resources Review

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We have received and reviewed the Preliminary Construction Plans, dated February 14, 2022, and Stormwater Report, dated December 29, 2021, for Bridgevine prepared by Sathre-Bergquist, Inc. in the City of Independence and the Stormwater Management Plan, dated December 30, 2021, prepared by Advanced Engineering and Environmental Services LLC. We would offer the following comments in regards to water resources:

BridgeVine is a proposed 28 lot, 43.99-acre residential development. The existing site contains a mixture of woodland, meadow/wetland and crops. The site is located immediately south of Lake Independence, and the stormwater discharge from this project is conveyed to Lake Independence via natural drainage ways. Lake Independence is currently listed as an impaired water and has a TMDL for nutrients.

1. This project is located in close proximity to Lake Independence, which has an USEPA approved TMDL for nutrients. The Applicant / Contractor will be required to implement additional stormwater BMPs and erosion control measures during construction as required by City ordinances, watershed rules, and state permitting requirement.
2. Stormwater is proposed to be managed by the construction of 2 wet sedimentation (NURP) basins with adjacent/integrated filtration basins. The Stormwater basins appear to be at logical locations for treating the stormwater prior to discharge and are conducive to the layout.
3. Pond 1 is proposing to discharge stormwater into a natural drainage swale which is located on three of the lots as well as Outlot D. The natural drainage swale was identified as a potential project in the Lake Sarah and Lake Independence Stormwater Retrofit Analysis (Gulley Stabilization 46) due to the current instability and erosion of the swale. The increased impervious surface associated with the proposed development is likely to increase the susceptibility for erosion of the swale. It is therefore recommended that the Developer stabilize the swale as a condition of this project such that it does not erode and contribute excess Phosphorous and Total Suspended Solids to Lake Independence.
4. Turf reinforcement is recommended for the separating berm between the NURP ponds and the bio-filtration basins.
5. A detail for the bio-filtration basins shall be provided.

6. We have not received a Wetland Delineation Report for this property. A Wetland Delineation Report is required and if wetlands are present there is a potential to affect the lot layouts for the proposed development.
7. PSC rules indicate that a 25-foot average buffer is required adjacent to all wetlands. At this time, no wetlands are depicted on the Preliminary Plat.
8. 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. A buffer establishment 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.
9. Buffer monuments are required at a max spacing of 200 feet, and additional as necessary to define the edge of the buffer.
10. This project will require a watershed permit from Pioneer-Sarah Creek Watershed Management Commission.
11. The project will require a NPDES permit (General Permit MNR100001) from the Minnesota Pollution Control Agency (MPCA).



**BOLTON  
& MENK**

Real People. Real Solutions.

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Suite 200  
Chaska, MN 55318-1172

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

August 10, 2022

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

RE: Preliminary Plat Application  
Bridgevine Development  
Engineering Review #1

Dear Mr. Kaltsas:

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

General/Plat:

1. Cul-de- sac should be 125 feet right of way and 100 feet diameter roadway.
2. The sanitary sewer between lots 2 & 3 is 32 feet deep. Provide for a 60 foot wide easement centered on the property line to allow for future maintenance, repairs, and/or replacement.
3. The storm sewer between CBMH A4 and A3 is 8 feet deep. Provide for a 15- or 20-foot-wide easement centered on the property line.
4. Possibly place CBMH A3 at the rear property line to avoid easements cutting through lots 15 & 16.
5. The storm sewer between CBMH B2 & B1 is 15 feet deep. Provide for a 15 foot wide easement east of the center line of pipe.
6. The storm sewer between CBMH D2 & D1 is 18 feet deep. Provide for a 40 foot wide easement centered on the pipe.
7. The storm sewer between CBMH D9 & D8 is 12 feet deep. Provide for a 30 foot wide easement centered on the pipe.
8. Provide for 33 feet of right of way from existing center line of Perkinsville Road and South Shore Lake Drive.
9. Provide for 125 feet of right of way at existing Maple Street cul-de-sac.
10. The proposed plat configuration appears have portions of lot 5 encroach into lot 8.
11. Is the existing bridge to remain and is the city to take over its maintenance?
12. Ownership and use of the proposed outlots should be determined.
13. Expand Outlot D to encompass the proposed pond and convey the Outlot to the City.
14. A separate plat document should be submitted for review. Some of the linework and text is difficult to read.
15. All applicable city standard details and specifications should be followed for the final construction plans.
16. Final Plans should include the following:
  - a. Grading, Drainage, and Erosion Control Plan



- b. Street Construction Plan
  - c. Sanitary Sewer and Storm Sewer Construction Plan and Profile
  - d. Landscape and Restoration Plan (including invasive species removal)
  - e. SWPPP meeting NPDES requirements
17. The following permits will need to be obtained and copies provided to the City conditional to City approval:
- a. NPDES Permit for Stormwater Discharge
  - b. MPCA Sewer Extension Permit
  - c. PSCWMC Permit
  - d. Wetland Conservation Act (WCA) Permit (MCWD and HAA are listed as the LGU)
18. 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.
19. Drainage and Utility Easements must be provided as follows:
- a. Over all stormwater management facilities used to meet regulatory requirements. Said easements shall be located a minimum of 10 feet above the HWL and the slope from the HWL to easement line shall be a maximum of 4:1.
  - b. Over all wetland and buffers.
  - c. All swales and piping providing drainage for multiple properties.
  - d. All storm sewer and sanitary sewer not in R/W should be encumbered by D/U easement with a minimum width of 1:1 +5 feet based on pipe depth, with a minimum width of 20 ft. (10' deep =25'easement)
  - e. 10' along all front lot lines, side lot lines, rear lot lines, and adjacent to Development boundary.
20. Extend sanitary sewer from MH 16 to the east property and at max depth to allow for future connections west of South Lake Shore Drive.
21. The city is in the process of reviewing the capacity and condition of the existing lift station and forcemain systems that will be utilized in serving this development. At a minimum, it is anticipated that the existing EX-50-2 Lift Station and the 2" forcemain up to the intersection of South Lake Shore Drive will need to be upsized/replaced as part of the development. The overall existing forcemain system has two lift stations that combine into one 4" forcemain in addition to approximately 7 individual grinder lift stations that directly connect to the forcemain.

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

Sincerely,

**Bolton & Menk, Inc.**



**Andrew Budde, P.E.**  
Independence City Engineer

# ***DRAFT***

## **ORDINANCE NO. 2022-XXX CITY OF INDEPENDENCE**

### **AN ORDINANCE AMENDING CHAPTER V, SECTION 530 OF THE CITY CODE (ZONING ORDINANCE)**

**THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, HENNEPIN COUNTY,  
MINNESOTA, ORDAINS:**

**SECTION 1.** The Independence City Code, Chapter V, Section 530.07, is amended to add the following provisions.

#### **Chapter V, Section 510.07. – Physical Standards**

#### **530.07. Physical standards.**

Subd. 5. *Planned unit development (PUD) conditional use permit.* Planned unit developments are a conditional use in the Rural Residential District, subject to the provisions of subsections 520.09, 520.11 and 520.13 of this Code.

- (a) *Purpose.* The purpose of the planned unit development conditional use permit is to promote the creative and efficient use of land. The provisions of this subdivision are intended to:

  - (1) Protect natural features in common open space.
  - (2) Improve the arrangement of structures, facilities and amenities on a site.
  - (3) Preserve the rural character of the community.
- (b) *Criteria.* A Planned Unit Development (PUD) zoning district shall be developed in appropriate settings and situations and to create or maintain a development pattern that complies with the City's Comprehensive Plan and comply with the following:

  - (1) The development parcel must be 40 or more acres in size;
  - (2) Upon completion of the development, all lots to be included in the development parcel must be connected to the City's sanitary sewer service;
  - (3) Woodland, wetlands and topography must be preserved in a natural state, with modification allowed when no reasonable alternative exists; or, if the site lacks unique features such as woodlands and wetlands, the site must be designed and constructed in such a manner that residential building sites are integrated into a created natural environment including reforestation, wetlands enhancement, and vegetative screening of structures;

- (5) Lots within the development must have a minimum lot size of one (1) contiguous buildable acres. Buildable acreage must not be separated by streams, wetlands or other physical impediments;
- (6) Open space must be designated in the development as one or more Outlots and must be owned either by a homeowners' association consisting of the owners of all of the residential lots in the development or by the owners of the residential lots, as tenants in common;
- (7) The developer must record against the development a declaration of covenants that places responsibility for management of the open space in a homeowner's association and provides for the assessment of management costs to the association members;
- (8) All utilities must be placed underground;
- (9) All residential streets within the planned unit development must be paved with a bituminous surface according to the city street standards in effect at the time of the development;
- (10) A development agreement must be entered into with the city.

**SECTION 2.** This ordinance shall be in force and effect after enactment and publication as required by law.

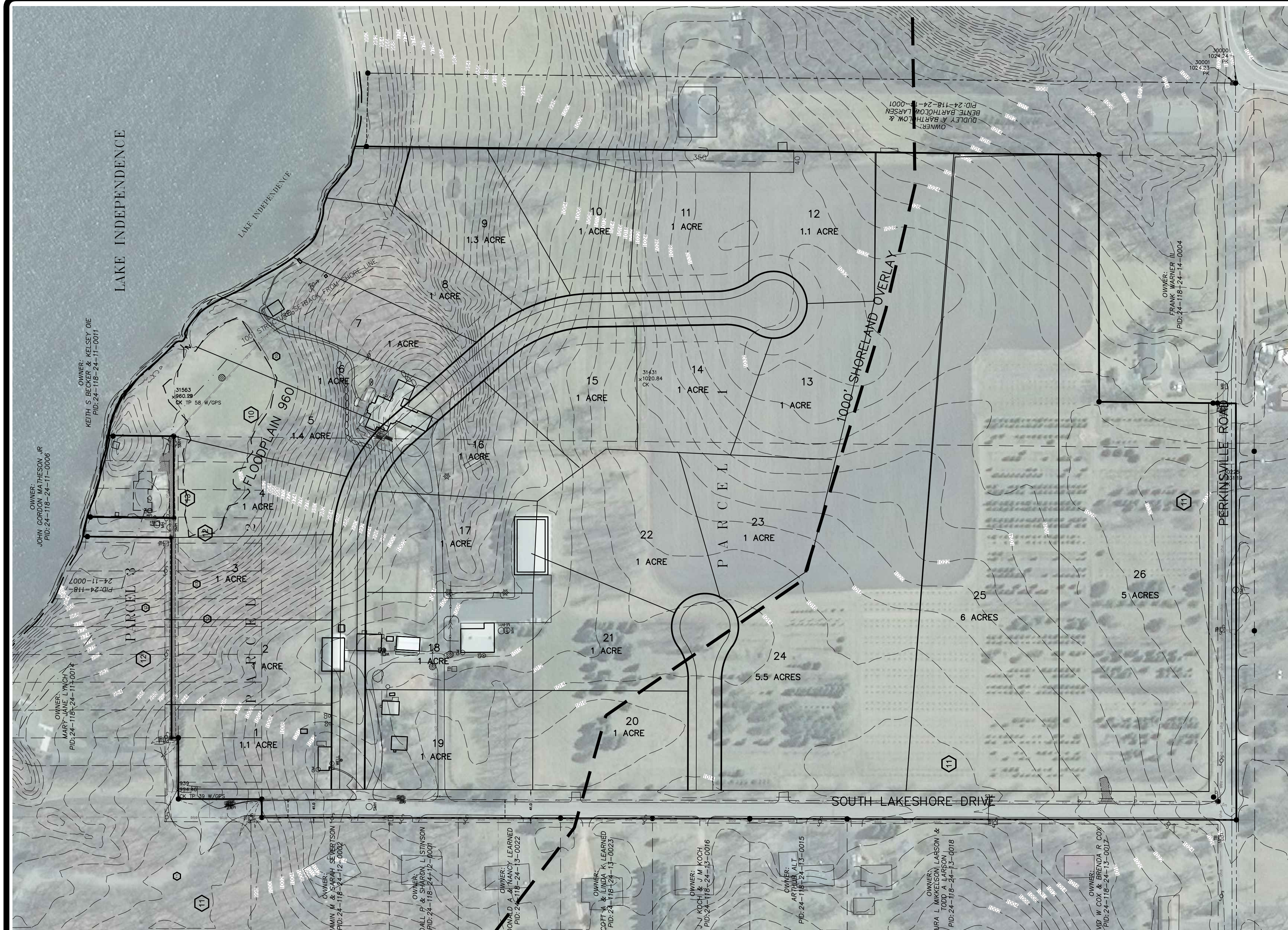
Adopted this \_\_\_\_ day of \_\_\_\_\_ 2022, by the Independence City Council.

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

ATTEST:

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





SITE DATA:

GROSS AREA: ±48 ACRES

EXISTING ZONING: RURAL RESIDENTIAL

EXISTING GUIDE PLAN: RURAL RESIDENTIAL 1 UNIT/5 ACRES

PROPOSED ZONING: PUD

PROPOSED GUIDE PLAN: TBD

SHORELAND OVERLAY DATA:

LAKE INDEPENDENCE IS A RECREATIONAL DEV. LAKE (RD)

RD REQUIREMENTS:

LOT AREA: 1 ACRE

LOT WIDTH: 100' AT FRONT SETBACK AND LAKE FRONTAGE

STRUCTURE SETBACK FROM OHW: 100'

PROPOSED SHORELAND OVERLAY LOTS:

LOT AREA: MINIMUM 1 ACRE

LOT WIDTH: 100' AT FRONT SETBACK AND LAKE FRONTAGE

STRUCTURE SETBACK FROM OHW: 100'

PROPOSED NON SHORELAND OVERLAY LOTS (±17 ACRES):

AREA: 5 ACRES

FRONT SETBACK: 85'

REAR SETBACK: 40'

SIDE SETBACK: 51' CORNER, 30' INTERIOR

TOTAL ROW: 1,360

PROPOSED LOTS: 21

RIPARIAN LOTS: 5

NON-RIPARIAN SHORELAND OVERLAY LOTS: 18

RURAL RESIDENTIAL 5 ACRE LOTS: 3