



CITY COUNCIL MEETING AGENDA
TUESDAY MAY 6, 2025

CITY COUNCIL MEETING TIME: 6:30 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call

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

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

- a. Approval of City Council Minutes from the April 15, 2025, Local Board of Appeals and Equalization City Council Meeting.
 - b. Approval of City Council Minutes from the April 15, 2025, Regular City Council Meeting.
 - c. Approval of Accounts Payable; (Batch #1 - Checks No. 23608-23616, Batch #2 - Checks No. 23617-23628 and #3 - Checks No. 23629-23643).
 - d. Large Assembly and Gambling Permit:
 - Lyndale Lutheran Church – July 20, 2025.
 - e. Agriculture Preserve Application for the following properties:
 - PID No.s 30-118-24-31-0001 & 15-118-24-41-0001, 15-118-24-24-0001, 15-118-24-44-0008, 10-118-24-34-0007, 31-118-24-21-0010 and 15-118-24-21-0001).
 - f. Recommended Funds Transfer:
 - **RESOLUTION No. 25-0506-01** – Considering a transfer of \$44,003.03 from *Fund 430 – Escrows* to *Fund 100 – General Fund*.
 - g. Dust Control Bid Award: Consider approval of the 2025 dust control bids as recommended by the Public Works Supervisor.
5. Reports of Boards and Committees by Council and Staff.
6. Buell Consulting, LLC – on behalf of Verizon (Applicant) and Larry and Susan Vensel (Owner) requests that the City consider the following action for the property located at 87 McCulley Rd., Independence, MN (PID No. 36-118-24-44-0009):
- a. **RESOLUTION No. 25-0506-02**- Considering approval of a Conditional Use Permit and Site Plan Review to allow a new telecommunications tower on the subject property.
7. Christine Parr (Applicant/Owner) requests that the City consider the following action for the Property located at 3850 County Line Road Independence, MN (PID No. 07-118-24-22-0006):



- a. **RESOLUTION No. 25-0506-03-** Considering approval of an interim use permit (IUP) to allow a non-commercial kennel (five personal dogs) on the subject property.
8. Robert Youngquist (Applicant/Owner) requests that the City consider the following action for the Property located at 6625 Fogleman Road Independence, MN (PID No. 10-118-24-43-0010):
 - a. **RESOLUTION No. 25-0506-04** - Considering approval of a minor subdivision to allow a lot line rearrangement to shift a portion of the north/south property line that divides the two properties approximately 80 feet to the east.
9. Consider Approval of the 2025 Gravel Road Reconstruction Project:
 - a. **RESOLUTION No. 25-0506-05** - Awarding Sale of General Obligation Bonds.
 - b. **RESOLUTION No. 25-0506-06** – Awarding the 2025 Gravel Road Reconstruction Project to the Lowest Bidder.
10. Consideration and Approval of Public Works Capital Equipment Purchase:
 - a. Consider approval of the purchase of an aerial bucket truck for use in clearing and maintain public right of ways.
11. Consideration and Approval of a new Boardwalk in Pioneer Creek Park to Replace the Existing Metal Bridge Across Pioneer Creek.
12. Consider Approval of Minor Amendments to the Joint Powers Agreement (JPA) with West Hennepin Public Safety (WHPS):
 - a. **RESOLUTION No. 25-0506-07** – Approving Minor Changes to the WHPS JPA.
13. Open/Misc.
14. Adjourn.

MINUTES OF A REGULAR MEETING OF
THE INDEPENDENCE CITY COUNCIL
TUESDAY, APRIL 15, 2025 – 6:30 P.M.
City Hall Chambers

1. CALL TO ORDER

Pursuant to due call and notice thereof, a regular meeting of the Independence City Council was called to order by Mayor Spencer at 6:30 p.m.

2. PLEDGE OF ALLEGIANCE.

Mayor Spencer led the group in the Pledge of Allegiance.

3. ROLL CALL

PRESENT: Spencer, Betts, McCoy, Fisher, Grotting

ABSENT: None.

STAFF: City Administrator Kaltsas, Administrative Services Director Simon, Public Works Supervisor Ben Lehman, Mayor Emeritus Johnson, WHPS Director DuRose.

VISITORS: See Sign-in.

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 March 18, 2025, Regular City Council Meeting.
- b. Approval of Accounts Payable (Batch #1; Checks Numbered 23540-23556, Batch #2, Checks Numbered 23557-22567, Batch #3, Checks Numbered 23568-23584 and Batch #4 23585-23607).
- c. Agriculture Preserve Application for the following property:
 - i. PID No.s 35-118-24-24-0003 & 26-118-24-33-0002

Motion by McCoy, seconded by Fisher to approve the Consent Agenda. Ayes: Spencer, Betts, Fisher, Grotting and McCoy. Nays: None. Absent: None. Abstain. None. MOTION DECLARED CARRIED. 5-0

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

Mayor Emeritus Johnson wishes to be added to the end of the Agenda.

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

Fisher attended the following meetings:

- LMCC (zoom) Midco Agreement

- LBAE

Betts attended the following meetings:

- Hwy 55 corridor coalition (Zoom)
- LBAE

Grotting attended the following meetings:

- Meeting with PW Supervisor, Ben Lehman
- LBAE

McCoy attended the following meetings:

- Police Commission
- LBAE

Mayor Spencer attended the following meetings:

- Opening of the Delano Sportsmen Club Trap Range
- Signing Ceremony with Chief Matt DuRose
- Orono Schools Breakfast awarded Mayor Emeritus the 1st ever Guiding Torch Award
- Taped the State of the City Address
- Police Commission
- Meeting with Kaltsas and Chief Leuer on fire districts
- NW League of Cities
- MP Fire quarterly Meeting
- LBAE

Simon attended the following meetings:

- LBAE

Kaltsas attended the following meetings:

- Meeting with Sgt. Ebling on research work with assisted care facilities and time and effort it takes to serve them. Talked with WHPS and Fire about what that looks like. There may be some changes that MP may consider to the level of services provided and increase in living facilities.

Spencer mentioned the lifts and what employees can and can't do.

Kaltsas said there is an agreement in place about payment for services with Vinland.

7. West Hennepin Public Safety – Director Gary Kroells/Matthew DuRose: Presentation of the March 2025 Activity Report.

Chief Kroells stated that this is his last activity report to Maple Plain and Independence. He said it has been an honor to be the Director of Public Safety.

Kroells reported that in the month of March there have been 225 incident complaints in Independence and 135 in Maple Plain.

See full report.

Spencer announced that Kroells' retirement open house will be on April 22nd from 4-6pm at City Hall. He told Kroells it was a pleasure to work with him.

8. 2025 Gravel Road Improvement Project:

- a. **RESOLUTION No. 25-0415-01** - Set Sale Resolution related to the anticipated issuance of the City's General Obligation Street Reconstruction Bonds, Series 2025A.

Kaltsas explained that this is a precursor to the sale of bonds for the gravel roads reconstruction project. The city has sent out bids for the gravel roads project and this has been something the city has been working on for the past year. He said there are four primary bid holders intending to bid on this project and we are hoping for more before April 25th bid opening date. In anticipation to opening bids and selling bonds, we need to pass a resolution. The public hearing was on March 4th and we went through the statutory process. Northland Security would sell the bonds on May 6th and report back to the city on May 6th and the city would authorize a sale. This resolution allows Northland Security to go through that process. We would sell less than the maximum amount or up to \$2m in total bonds. Kennedy and Graven prepared the resolution for tonight. As a reminder, this is not authorizing bonds, just confirmation the process.

Fisher asked what the rates will be.

Kaltsas said it was in the 3's when we last looked. It is a 10-year term.

Spencer said the bond market is very flat right now. That is partly due to volatility to the stock market. The rates look favorable right now and good or better than when we started this process. Spencer asked when we start paying back?

Kaltsas said 2027.

Motion by Betts, seconded by Grotting to approve setting the sale resolution relating to the anticipated issuance of the City's General Obligation Street Reconstruction Bonds, Series 2025A. Ayes: Spencer, Betts, Fisher, Grotting and McCoy. Nays: None. Absent: None. Abstain. None. MOTION DECLARED CARRIED. 5-0

9. Minnesota Wetland Conservation Act – Confirming Decision Making Authority for Certain Functions with Regards to Implementation of the Wetland Conservation Act (WCA):

- a. **RESOLUTION No. 25-0415-02** – Confirming decision making authority for specific WCA applications.

Spencer said because of vote 10 years ago that eliminated the soil and water district, that deferred certain acts, including wetland conservation act to the local municipalities. Because we have a joint powers agreement within the PSCW district, we would be an overriding power to enforce wetland conservation acts.

Kaltsas said Independence practiced under the authority of local governing units for enforcement of the wetland conservation act. That includes a general practice we have had where at a staff level have made final decisions for WCA. City has deployed HA as our consulting wetland specialists to help us do that. HA recommended a formal resolution to do this at a staff level. We have been operating like this for the last 10 years, we just want to make it formal. It works well. This only applies to the areas in PSCWM. Minnehaha Creek would be under local government of Minnehaha Creek. Staff only has the ability to administer WCA for only those items specified in the staff report.

Spencer said that's a good policy.

Motion by McCoy, seconded by Fisher to approve RESOLUTION 25-0415-02. Ayes: Spencer, Betts, McCoy and Grotting. Nays: None. Absent: None. Abstain. None. MOTION DECLARED CARRIED. 5-0

10. Consideration of an Improvement and Road Maintenance Agreement with the City of Delano Pertaining to a Portion of County Line Road.

Spencer explained that this would be a one lane width South of Highway 12 on County Line Road.

Kaltsas said the City of Delano approached Independence about improving County Line between Maria Road and 90th St to the South. The section of road that Independence and Delano share has been a paved portion of that road that Delano has previously paved. Delano wants to enter into an agreement for the remainder of that road down to 90th St. They want to pave the full width. They need Independence to agree to allow them to do that though. At the time Independence asked for more information and plans and where Franklin Township stands as it relates to where their piece is at. Franklin Twp agreed through and improved maintenance agreement in early March to their portion of the road. Once they approved that, then Independence would look at an agreement with Delano as far as what Independence would like to see. We would then bring it to Council. Then we had residents concerned about traffic. This agreement is for consideration, and this is not approving anything. This stipulates responsibilities with the paving. Delano would be responsible in its entirety for the paved section of road. They would consume all costs, utilities, installation and all snow removal. They also agreed to not assess any residents for any improvements or maintenance for Independence residents. Independence would remain the main authority for Independence. The City of Independence would allow pavement in return for Delano to pay for paving, maintain and not assessing our residents.

Spencer asked when the agreement that Delano would consume all construction and maintenance without assessing residents terminates. He asked if it happens if it were every developed.

Kaltsas said it would be ongoing and continue until Independence establishes a new road connection to County Line Road or a CLA with direct access onto County Line Road.

Spencer asked if the SE corner of the intersection of Hwy 12 and County Line Road were to ever develop, if that would trigger maintenance.

Kaltsas said if one of those is triggered, the parties would agree to renegotiate those terms. We looked at trying to improve that area by connecting Nelson Road to County Line because it is much safer for the intersection of Nelson and Hwy 12. There is a commercial development that will be starting in that area and the city has acquired ROW to allow for that frontage road.

Spencer asked about the first ½ mile that was paved on Nelson.

Kaltsas said yes, it was paved at no cost to us.

Bill McMullen stated that he lives on County line Road and owns property on both sides of the road. His property is affected by this road paving. He said he is opposed to Delano offering something that is too good to be true. This road will become a residential collector street. This is creating a bypass from County Road 17 to 90th St. It will allow traffic to bypass around the industrial park. You will get more traffic on County Line and Nelson Road. He said this is not a done deal and both parties have to agree. It is a shared road. He urged Independence to deny the paving.

Fisher asked Kaltsas if they are going to pave 90th St no matter what.

Kaltsas said he doesn't know that for sure.

Spencer said they already got a bid for it so they probably will.

Kaltsas said Independence doesn't have jurisdiction over 90th St.

Fisher asked if they would go forward with the plans regardless of what Independence decides.

Spencer said one of the concerns is traffic on 90th and it being a bypass or a collector street. Franklin Twp would have denied that if they had the opportunity to. He said Kaltsas has been talking about this for a while and we have a very small dog in this hunt. Franklin approved this on March 3rd after negotiating costs.

Fisher asked what the speed limit would be once it is paved.

Kroells said 30mph is recommended.

McCoy asked if we should include that in the resolution.

Spencer asked if we need to. He said we can include that though.

McCoy said he would be in favor of adding in the speed limit rather than arguing about it later.

Marianne Bernett asked who they should call to enforce the 30mph speed limit if this goes through.

Kroells said either department can enforce this. He said WHPS is still responsible for speed and so is Wright County.

Motion by Spencer, seconded by McCoy to approve consideration of an Improvement and Road Maintenance Agreement with the City of Delano Pertaining to a portion of County Line Road with a speed limit of 30mph. Ayes: Spencer, Betts, Fisher, Grotting and McCoy. Nays: None. Absent: None. Abstain. None. MOTION DECLARED CARRIED. 5-0

11. Open/Misc.

Mayor Emeritus Johnson stated he attended the Highway 55 corridor coalition, Orono Healthy Youth, and the Farm Bureau on behalf of the City. His reason for coming tonight is to thank council and staff for his retirement dinner and open house. He stated that there were a number of people that put money in retirement cards for him. He said he doesn't feel that's appropriate for him to use that money for himself and it should go to the city. He wants to designate \$500 to the park fund, \$180 cash and \$185 worth of gift cards to the museum clean up fund.

Spencer said he accepts the money on behalf of the city and he also gave his condolences to Johnson on the loss of his sister and sister-in-law last week.

12. Adjourn.

Motion by Betts, seconded by McCoy to adjourn the meeting at 7:18 pm. 5-0



BOARD OF APPEAL AND EQUALIZATION (LBAE) MINUTES
TUESDAY, APRIL 15, 2025, AT 6:00 P.M.

1. CALL TO ORDER

Pursuant to due call and notice thereof the Independence City Council/ Local Board of Appeal and Equalization meeting (LBAE) was called to order by Mayor Johnson at 6:00 p.m. in the City Hall Chambers.

2. ROLL CALL

PRESENT: Mayor Spencer and Councilors Fisher, Grotting, Betts, McCoy
ABSENT: None
STAFF: City Administrator Kaltsas, City Administrative Services Director Simon
VISITORS: Hennepin County Assessor Joby Rausch, Mayor Emeritus Johnson, Planning Commissioner Alternate Usset

Joby Rausch stated overall calls were down this year and that he only received about 15 calls from residents about their valuations. Hennepin County went up in valuations overall because of Lake Minnetonka. Last year there was about 20 calls for Independence. He only had to view a couple houses in person. He stated that he only has to read in two properties because they are within the 10-day window.

Total Market Value for the City of Independence is \$1,270,532,300 and included in that is \$31,954,100 worth of new construction. Overall, net percent increase for all property types throughout the city is 1.6% and gross percent increase for all property types is 4.2%.

Mayor Spencer explained that this is an opportunity to appeal the 2025 valuation of residential homes payable in 2026. We do this as a city and have done this so that citizens can appear before us.

Spencer asked that anyone that wishes to speak to come up to the podium.

Tim Usset – 1235 County Road 90 – Tim mentioned he was traveling for work so he wasn't able to call sooner. In 2024 they received their COO. In 2025 they saw the new improvements valuation of \$716,500 but then I went up to \$892,600 for 2026. He said

that is a big jump. He said they tore down the existing home and built a new home on the property.

Joby said they have to value everything as of January 2nd of every year. He said they marked Usset's house as a partial completion, not a full completed for the 2024 (2025 taxes) but now it is fully complete.

Usset said that answers the larger questions he has.

Spencer asked if Usset thinks the value is out of line and if he wants someone to look at his home.

Usset said he needs to pull up one other property that is similar because it might be a little high, but he can follow up with Joby later.

Joby stated that technically the city needs to finish this tonight or do a reconvene.

Usset said we are similar in size to the other property but the other one is a little bigger.

Spencer said we should take a look at it tonight though.

Usset stated his PID is 27-118-24-14-0007.

Joby reads in properties that have agreed with valuation:

Residential

19-118-24-41-0001 - \$357,400 - \$350,000

25-118-24-31-0010 - \$665,000 - \$660,000

Motion by Betts, second by McCoy to approve the valuations read into record from Rausch. Ayes: Spencer, Betts, Fisher, McCoy and Grotting. Nays: None. Abstain: None. Absent: None. MOTION DECLARED CARRIED. 5.0

Spencer noted we will close the meeting, but continue to work with Usset individually. Recommended no change and leave it open.

Motion by Spencer, second by Fisher to leave PID 27-118-24-14-0007 open. Ayes: Spencer, Fisher, Betts, McCoy and Grotting. Nays: None. Abstain: None. Absent: None. MOTION DECLARED CARRIED. 5.0

Spencer asked Joby if the lake valuations are still going up in Independence.

Joby said there aren't as many sales out here on the lake anymore. More people said they thought it was going to go up higher. It has been more modest than past years. Lakes are still seeing a big increase though.

Spencer asked if the new developments in the city are going to impact the valuations of those existing homes surrounding the new developments.

Joby said the County keeps those developments together and they are not comparing them to the other houses around them. He said some of these larger developments are selling at \$2m for a 2 acre lot and that is something that is harder to value.

Spencer asked where he values land on that.

Joby said land has to be a higher value then. It doesn't always work for out system because the values are so high.

Spencer asked about the commercial areas South of Main St on County Road 90. He asked if the CLI district had water available if that would increase the valuation for them.

Joby said he would have to see the sales to prove that it does affect the value. People would like that, but we would have to see what the market is telling us before increasing the value.

Spencer asked if they are seeing similar valuations in Delano and Orono school districts.

Joby said yes, they have been pretty similar.

3. Adjourn.

Motion by McCoy, second by Grotting to adjourn at 6:16pm. Ayes: Spencer, Fisher, Betts, McCoy and Grotting. Nays: None. Abstain: None. Absent: None. MOTION DECLARED CARRIED. 5.0

Respectfully submitted,

Amber Simon, Recording Secretary



NON-CITY ASSEMBLY PERMIT APPLICATION

Fees & Definitions:

200+ Attendees (Large Assembly) = \$100
100+ Attendees (Medium Assembly) = \$25
50+ Attendees (Small Assembly) = \$25

(Requires West Hennepin Public Safety Deposit of \$500) *waived*

(Double fees for applications received less than 45 business days prior to event).

Event Location: Lyndale Lutheran Church 8012 Co Rd 6 Maple Plain
Type of event: Fundraiser **Number of people:** unknown **Date:** 07/20/2025
☐ Residential ☐ Corporate ☐ Partnership ☒ Group or Association ☐ Other

Event Holder's Name: Lyndale Lutheran **Address:** 8012 Co Rd 6 Maple Plain
Contact Person: Patricia Malecek **Phone:** 612-202-0262
Email: malecek1215@gmail.com
2nd Contact Person: Loren Nareen **Phone:** 763-498-8251
Email: lorennareen8251@msn.com

Security Plans: None required
Date West Hennepin Public Safety was notified of the event: _____

Severe Weather Plans (in the event of): Inside the Church - full basement

Sound Plans - amplification and sound control: Small PA for outdoors
Outdoor Music ☒ Yes ☐ No - **Starting Time** 10 am **AM/PM**, **Ending Time** 3 **AM/PM**

Food and Concessions Plans: In house by the Church
Vendor's name, address, and license number (copies of vendor license, insurance and permits must be provided) _____
Vendor Work #: _____ **Vendor Cell #** _____

Serving Alcohol: Yes: _____ No: X
Selling Alcohol: Yes: _____ No: X (If selling alcohol contact the City
for an additional permit)

Restroom Provisions: How many? 3
Location: 1st main floor 2 basement

Lighting - Type: Not needed How many? _____
Location of lights: _____

\$1,000,000 Certificate of Liability Insurance-provide a copy: ✓

Parking Plan: Please provide a site plan showing 1 parking space for each vehicle per 4 guests. If using adjacent property, written permission from property owners must be obtained.

04/25/2025
Date

Patricia M. Molecke
Signature of applicant

Date

Signature of applicant

Office Use Only

Application Received: 4/25/25 Application Fees/Deposit: \$100 - Date Fee Paid: 4/28/25
CL# 2467

Date \$1,000,000 certificate of liability insurance received: _____

Signature of City Official

Date

[Signature]
Signature of West Hennepin Public Safety

4/30/25
Date



In the past - street parking on one side
of Co. Rd 92 was permitted

over flow parking for staff + church members
985 County Road 92 (farm below church)

I grant my permission for car parking
at my residence on Sunday July ~~21st~~
20th

Gene J. Nolan

263-479-1493

* Verity for 2025

METROPOLITAN AGRICULTURAL PRESERVES RESTRICTIVE COVENANT

THIS AGREEMENT, made and entered into this 6 day of May, 2025, by and between John & Kathryn Klinkner, Double JK Farms LLC, Record Fee Owner(s); _____
_____ Contract for Deed Vendor(s) (Sellers), if any;
_____ Contract for Deed Vendee(s) (Buyers), if any;
hereinafter collectively referred to as Landowner(s); AND the _____ City _____ of Independence,
_____ Hennepin County, Minnesota,

(NOTE: Above named Landowner(s) must be identified as husband and wife, a single person, a Partnership, a (State) Corporation, a Trustee of a Trust (describe), a Guardian or Administrator of an Estate (describe) — whatever the case might be — If property is homestead — spouse must join whether their name is on record or not — if property is non-homestead and spouse doesn't join — then a statement must be put at end of legal description that it is non-homestead.)

WITNESSETH:

WHEREAS, the Landowner(s) above named are the owners of the tract of land (the Land) in the County of
_____ Hennepin, State of Minnesota, legally described as:

(IF TORRENS PROPERTY — Use description from Certificate of Title, verbatim; IF ABSTRACT PROPERTY — Use description from abstract or deed, if possible, or get it from your county auditor. Use an additional sheet if extra space is needed. Be sure to state your parcel identification number and whether or not your property is homesteaded.)

Parcel identification number: 30-118-24-31-0001
15-118-24-41-0001
15-118-24-24-0001
15-118-24-44-0008
10-118-24-34-0007

Homestead or Non-homestead
(Circle one)

Legal Description:

See Exhibit A

WHEREAS, the Landowner desires to receive the benefits of participation in the State of Minnesota Metropolitan Agricultural Preserves Program established by Minn. Stat., Chapter 473H, and has made application for initiating placement of the Land into a Metropolitan agricultural preserve, a copy of which is attached hereto and incorporated herein as Attachment A; and

WHEREAS, the Land described herein is classified as agricultural pursuant to Minn. Stat., Section 273.13 and _____
_____ City of Independence _____ has (have) approved and certified this Land as being eligible for designation as an agricultural preserve; a copy of the affidavit evidencing that the land is certified long-term agricultural is attached hereto and incorporated herein by reference as Attachment B;

WHEREAS, Minn. Stat., Section 473H.05, requires that the applicant complete and file as part of this application a "restrictive covenant which shall constitute an easement running with the land";

NOW, THEREFORE, in consideration of receipt of the benefits of participation in the State of Minnesota Metropolitan Agricultural Preserves Program, the Landowner on behalf of himself, his successors and assignees, agrees and covenants as follows:

1. The Land herein described shall be kept in agricultural use. Agricultural use as that is used herein means the production for sale of livestock, dairy animals, dairy products, poultry or poultry products, fur bearing animals, horticultural or

AG-00869-02
Revised 1998 in accordance to
Minn. Sec. 507.093

Signature of Notary Public
Commission Expires _____

For Individual or Husband/Wife:

State of _____)
County of _____) SS
_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19_____, by

(Print or type exact same name(s) with marital status or identity as on page 1.)

Signature of Notary Public
Commission Expires _____

For Public Officer:

State of _____)
County of _____) SS
_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19_____, by
by _____, the _____ of the _____
(Print name) (Title) (Local Authority)

Signature of Notary Public
Commission Expires _____

For Corporation:

State of _____)
County of _____) SS
_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19_____,
by _____, its _____ and _____
its _____ of _____, a _____
Corporation, on behalf of the Corporation.

Signature of Notary Public
Commission Expires _____

For Corporation:

State of _____)
County of _____) SS
_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19_____,
by _____, its _____ and _____
its _____ of _____, a _____
Corporation, on behalf of the Corporation.

Signature of Notary Public
Commission Expires _____

For Partnership:

State of _____)
County of _____) SS
_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19_____,
by _____, partner of _____ a partnership,
on behalf of the partnership.

Signature of Notary Public
Commission Expires _____

For Partnership:

State of)
) SS
County of)

The foregoing instrument was acknowledged before me this _____ day of _____, 19_____,
by _____, partner of _____ a partnership,
on behalf of the partnership.

Signature of Notary Public
Commission Expires _____

For Attorney-in-Fact:

State of)
) SS
County of)

The foregoing instrument was acknowledged before me this _____ day of _____, 19_____,
by _____, as attorney-in-fact on behalf of _____

Signature of Notary Public
Commission Expires _____

For Trustee or Personal Representative:

State of)
) SS
County of)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,
By _____ the _____ of the _____

Signature of Notary Public
Commission Expires _____

APPLICATION FOR INITIATING PLACEMENT OF LAND INTO A METROPOLITAN AGRICULTURAL PRESERVE

LOCAL AUTHORITY: _____ City of Independence _____ and _____
(if applicable)

1. PRINT OR TYPE NAME(S) AND ADDRESS(ES) OF RECORD FEE OWNER(S)
(Use this space only if applicable. Must be same names as on page 1.)
- John + Kathryn Klinkner
P.O. Box 16108
St. Louis Park, MN 55416
- Owner(s) is ("X" one):
☐ Individual
☐ Legal Guardian
☐ Family Farm Corporation
☒ Other
 (specify): husband & wife

2. PRINT OR TYPE NAME(S) AND ADDRESS(ES) OF CONTRACT FOR DEED BUYER(S) (VENDEES)
(Use this space only if applicable. Must be same names as on page 1.)

3. PRINT OR TYPE NAME(S) AND ADDRESS(ES) OF CONTRACT FOR DEED SELLER(S) (VENDORS)
(Use this space only if applicable. Must be same names as on page 1.)

4. BASIS OF ELIGIBILITY OF LAND ("X" one):

- ☒ 40 or more acres of land.
☐ Non-contiguous parcels of at least ten acres each; parcels farmed as a unit.
☐ 35-acre parcel, bound by public right-of-way or perturbation in the rectangular survey system.
☐ 20-acre parcel, subject to the conditions of Minnesota Statutes, section 473H.03, subdivision 4.

5. TOTAL ACRES: 306.34

6. TYPE OF PROPERTY ("X" one):

- X Abstract
- ☐ Registered (Torrens). If "Torrens" property, include your Owner's Duplicate Certificate of Title.

FOR LOCAL AUTHORITY ONLY:

7. This application has been reviewed by this Authority and is determined complete this 6 day of May, 2025. The restrictive covenant and the affidavit from the Authority certifying eligibility of the land are included in this application.



Administrative Services Director of City of Independence
(Signature and Title or Position of Local Authority)

8. DATE OF PLACEMENT OF LAND INTO PRESERVE: June 7th, 2025
(Must be thirty days after the date in No. 7 above.)

ATTACHMENT B

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)) SS AFFIDAVIT OF "AUTHORITY"

I, Amber Simon, being first duly sworn upon oath deposes and says as follows:

1. I am the Administrative Services Director of City of Independence,
(Title or Position of Local Authority)
State of Minnesota, which unit of government exercises the planning and zoning authority for the land described herein, and constitutes the "Authority" as that term is defined under Minn. Stat., Section 473H.02, Subd. 4.
2. This affidavit is being executed and submitted on behalf of the Authority.
3. The tract of land in the County of Hennepin, State of Minnesota, legally described as *(must be same as on page 1)*:

Parcel identification number: 30-118-24-31-0001 Homestead or Non-homestead
15-118-24-41-0001
15-118-24-24-0001 *(Circle one)*
15-118-24-44-0008
10-118-24-34-0007

Legal Description:
See Exhibit A

is, as of June 7th, 2025, designated as long term agricultural land and in accordance with a resolution adopted by the Authority on May 6th, 2025, is certified and eligible for designation as an agricultural preserve as provided under the provisions of Minn. Stat., Section 473H.04.

4. This affidavit is submitted at the request of John & Kathryn Klinkner, husband and wife (Applicant) for the purpose of making application for designation and creation of an agricultural preserve in accordance with Minn. Stat., Chapter 473H.

Dated May 6th, 2025.

Signature: 
Administrative Services Director of City of Independence
(Title or Position Local Authority)

Subscribed and sworn to before me

this 6th day of May, 2025.


Signature of Notary Public
Commission Expires 1/31/27

Minnesota Department of Agriculture
90 West Plato Boulevard
St. Paul, Minnesota 55107

612-296-7686



AG-00871-02
Revised 1998 in accordance to
Minn. Sec. 507.093

METROPOLITAN AGRICULTURAL PRESERVES RESTRICTIVE COVENANT

THIS AGREEMENT, made and entered into this 6 day of May, 2025, by and between John & Kathryn Klinkner, Double JK Farms LLC, Record Fee Owner(s); _____

Contract for Deed Vendor(s) (Sellers), if any;

Contract for Deed Vendee(s) (Buyers), if any;
hereinafter collectively referred to as Landowner(s); AND the _____ City _____ of Independence,

Hennepin County, Minnesota,

(NOTE: Above named Landowner(s) must be identified as husband and wife, a single person, a Partnership, a (State) Corporation, a Trustee of a Trust (describe), a Guardian or Administrator of an Estate (describe) — whatever the case might be — If property is homestead — spouse must join whether their name is on record or not — if property is non-homestead and spouse doesn't join — then a statement must be put at end of legal description that it is non-homestead.)

WITNESSETH:

WHEREAS, the Landowner(s) above named are the owners of the tract of land (the Land) in the County of

Hennepin, State of Minnesota, legally described as:

(IF TORRENS PROPERTY — Use description from Certificate of Title, verbatim; IF ABSTRACT PROPERTY — Use description from abstract or deed, if possible, or get it from your county auditor. Use an additional sheet if extra space is needed. Be sure to state your parcel identification number and whether or not your property is homesteaded.)

Parcel identification number: 31-118-24-21-0010
15-118-24-21-0001

Homestead or Non-homestead
(Circle one)

Legal Description:

See Exhibit A

WHEREAS, the Landowner desires to receive the benefits of participation in the State of Minnesota Metropolitan Agricultural Preserves Program established by Minn. Stat., Chapter 473H, and has made application for initiating placement of the Land into a Metropolitan agricultural preserve, a copy of which is attached hereto and incorporated herein as Attachment A; and

WHEREAS, the Land described herein is classified as agricultural pursuant to Minn. Stat., Section 273.13 and _____
City of Independence _____ has (have) approved and certified this Land as being eligible for designation as an agricultural preserve; a copy of the affidavit evidencing that the land is certified long-term agricultural is attached hereto and incorporated herein by reference as Attachment B;

WHEREAS, Minn. Stat., Section 473H.05, requires that the applicant complete and file as part of this application a "restrictive covenant which shall constitute an easement running with the land";

NOW, THEREFORE, in consideration of receipt of the benefits of participation in the State of Minnesota Metropolitan Agricultural Preserves Program, the Landowner on behalf of himself, his successors and assignees, agrees and covenants as follows:

1. The Land herein described shall be kept in agricultural use. Agricultural use as that is used herein means the production for sale of livestock, dairy animals, dairy products, poultry or poultry products, fur bearing animals, horticultural or

AG-00869-02
Revised 1998 in accordance to
Minn. Sec. 507.093

Signature of Notary Public
Commission Expires

For Individual or Husband/Wife:

State of)
County of) SS

The foregoing instrument was acknowledged before me this _____ day of _____, 19_____, by

(Print or type exact same name(s) with marital status or identity as on page 1.)

Signature of Notary Public
Commission Expires

For Public Officer:

State of)
County of) SS

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by
by _____, the _____ of the _____
(Print name) (Title) (Local Authority)

Signature of Notary Public
Commission Expires

For Corporation:

State of)
County of) SS

The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____, its _____ and _____
its _____ of _____, a _____
Corporation, on behalf of the Corporation.

Signature of Notary Public
Commission Expires

For Corporation:

State of)
) SS
County of)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____, its _____ and _____
its _____ of _____, a _____
Corporation, on behalf of the Corporation.

Signature of Notary Public
Commission Expires

For Partnership:

State of)
) SS
County of)

The foregoing instrument was acknowledged before me this _____ day of _____, 19_____
by _____, partner of _____ a partnership,
on behalf of the partnership.

Signature of Notary Public
Commission Expires

For Partnership:

State of)
) SS
County of)

The foregoing instrument was acknowledged before me this _____ day of _____, 19_____,
by _____, partner of _____ a partnership,
on behalf of the partnership.

Signature of Notary Public
Commission Expires _____

For Attorney-in-Fact:

State of)
) SS
County of)

The foregoing instrument was acknowledged before me this _____ day of _____, 19_____,
by _____, as attorney-in-fact on behalf of _____

Signature of Notary Public
Commission Expires _____

For Trustee or Personal Representative:

State of)
) SS
County of)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,
By _____ the _____ of the _____

Signature of Notary Public
Commission Expires _____

APPLICATION FOR INITIATING PLACEMENT OF LAND INTO A METROPOLITAN AGRICULTURAL PRESERVE

LOCAL AUTHORITY: _____ City of Independence _____ and _____
(if applicable)

1. PRINT OR TYPE NAME(S) AND ADDRESS(ES) OF RECORD FEE OWNER(S)
(Use this space only if applicable. Must be same names as on page 1.)
- John & Kathryn Klinkner
P.O. Box 16108
St. Louis Park, MN 55416
- Owner(s) is ("X" one):
☐ Individual
☐ Legal Guardian
☐ Family Farm Corporation
☒ Other
 (specify): husband & wife

2. PRINT OR TYPE NAME(S) AND ADDRESS(ES) OF CONTRACT FOR DEED BUYER(S) (VENDEES)
(Use this space only if applicable. Must be same names as on page 1.)

3. PRINT OR TYPE NAME(S) AND ADDRESS(ES) OF CONTRACT FOR DEED SELLER(S) (VENDORS)
(Use this space only if applicable. Must be same names as on page 1.)

4. BASIS OF ELIGIBILITY OF LAND ("X" one):

- ☒ 40 or more acres of land.
☐ Non-contiguous parcels of at least ten acres each; parcels farmed as a unit.
☐ 35-acre parcel, bound by public right-of-way or perturbation in the rectangular survey system.
☐ 20-acre parcel, subject to the conditions of Minnesota Statutes, section 473H.03, subdivision 4.

5. TOTAL ACRES: 75.43

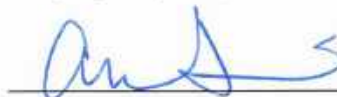
6. TYPE OF PROPERTY ("X" one):

☒ Abstract

☐ Registered (*Torrens*). If "Torrens" property, include your Owner's Duplicate Certificate of Title.

FOR LOCAL AUTHORITY ONLY:

7. This application has been reviewed by this Authority and is determined complete this 6 day of May, 2025. The restrictive covenant and the affidavit from the Authority certifying eligibility of the land are included in this application.



Administrative Services Director of City of Independence
(Signature and Title or Position of Local Authority)

8. DATE OF PLACEMENT OF LAND INTO PRESERVE: June 7th, 2025
(Must be thirty days after the date in No. 7 above.)

ATTACHMENT B

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN) SS AFFIDAVIT OF "AUTHORITY"
)
)

I, Amber Simon, being first duly sworn upon oath deposes and says as follows:

1. I am the Administrative Services Director of City of Independence,
(Title or Position of Local Authority)
State of Minnesota, which unit of government exercises the planning and zoning authority for the land described herein, and constitutes the "Authority" as that term is defined under Minn. Stat., Section 473H.02, Subd. 4.

2. This affidavit is being executed and submitted on behalf of the Authority.

3. The tract of land in the County of Hennepin, State of Minnesota,
legally described as *(must be same as on page 1)*:

Parcel identification number: 31-118-24-21-0010 Homestead or Non-homestead
15-118-24-21-0001 *(Circle one)*

Legal Description:

See Exhibit A

is, as of June 7th, 2025, designated as long term agricultural land and in accordance with a resolution adopted by the Authority on May 6th, 2025, is certified and eligible for designation as an agricultural preserve as provided under the provisions of Minn. Stat., Section 473H.04.

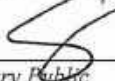
4. This affidavit is submitted at the request of John & Kathryn Klinkner, husband and wife (Applicant) for the purpose of making application for designation and creation of an agricultural preserve in accordance with Minn. Stat., Chapter 473H.

Dated May 6th, 2025.

Signature: 
Administrative Services Director of City of Independence
(Title or Position Local Authority)

Subscribed and sworn to before me

this 6th day of May, 2025.


Signature of Notary Public
Commission Expires 1/31/27

Minnesota Department of Agriculture
90 West Plato Boulevard
St. Paul, Minnesota 55107

612-296-7686



AG-00871-02
Revised 1998 in accordance to
Minn. Sec. 507.093

City of Independence

Funds Transfer Resolution

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: May 6, 2025

Discussion:

The city's accountant has been reviewing and finalizing 2024 year-end financials in preparation for the audit. They identified one recommended year end housekeeping funds transfer relating to the city's planning/wetland/construction escrow accounts.

It is recommended that the city approve a fund transfer from *Fund 430 – Escrows* to *Fund 100 – General Fund* in the amount of **\$44,003.03**. This transfer will improve the city's general fund balance and is in keeping with general accounting practices to account for the prior year's accounts payable amounts which were funded from the general fund.

Transfer from	Transfer to	Amount	Reason
Fund 430 – Escrow	Fund 100 – General	\$44,003.03	To account for prior year accounts payable amounts

Recommendation:

The City Council is being asked to consider approval of the recommended fund transfer.

Attachments:

1. **RESOLUTION No. 25-0506-01**



RESOLUTION OF THE
CITY OF INDEPENDENCE
HENNEPIN COUNTY, MINNESOTA

RESOLUTION NO. 25-0506-01

A RESOLUTION APPROVING FUNDS TRANSFER

WHEREAS, the City has the following transfers to be made:

Transfer from	Transfer to	Amount	Reason
Fund 430 – Escrow	Fund 100 – General	\$44,003.03	To account for prior year accounts payable amounts

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Independence hereby approves the fund transfer effective December 31, 2024.

This resolution was adopted by the City Council of the City of Independence on this 6th day of May 2025, by a vote of ___ ayes and ___ nays.

Attest:

Brady Spencer, Mayor

Mark Kaltsas, City Administrator



May 2, 2025

TO: Mayor and City Council
FROM: Ben Lehman, Public Works Supervisor
RE: Dust Control

Discussion:

The City annually bids out dust control in an effort to obtain the best value to the City for treating the gravel roads. The City typically applies approximately 60,000-65,000 gallons of dust control material per year to treat the City roads. This year the City received five (5) bids as shown below. The lowest bid was presented by Quality Propane with a price of \$1.285 per gal. The city budgeted a total of \$98,000 for dust control in 2025. Based on the lowest bid price $\$1.285 \times 65,000 \text{ gallons} = \$83,525$, it is anticipated that the city's dust control for 2025 will be within the budgeted amount.

Based on the bids received, the city is recommending awarding the 2025 dust control contract to Quality Propane.

DUST CONTROL

Magnesium Chloride:	FOB
Quality Propane	2025: \$1.285 per gal.
Scottwood Industries	2025: \$1.35 per gal.
Crow River Construction	2025: \$1.62 per gal.
Envirotech	2025: \$1.64 per gal.
Allstate Pavement	2025: \$1.72 per gal.

Recommendation:

The City Council is being asked to consider award of the 2025 dust control contract to Quality Propane.

Attachments: Dust Control Quotations

QUALITY PROPANE INC.

12650 Zenith Ave S. Burnsville MN. 55337

PHONE (612) 788-6906

April 9, 2025

City of Independance
blehman@ci.independance.mn.us

RE: Dust Control

Quality Propane is pleased to present this Dust Control proposal for the 2025 season for your consideration. Thank you for the opportunity to be your dust control service provider.

Quality Propane will apply 32% Magnesium Chloride to streets within City of Indendance as directed. Approximately 90,000 gallons. Quality Propane Inc. will charge a rate of \$1.285 per gallon applied.

A 4% Fuel Surcharge will be applied for all work performed.

Should you have any questions, please feel free to contact me at 612-788-6906. If you find anything that is not included in this proposal, please bring it to my immediate attention.

Russ / Scott

www.qualitypropanemn.com

Scott@qualitypropanemn.com

12650 Zenith Ave

Burnsville MN. 55337

612-788-6906 phone

ALLSTATES PAVEMENT RECYCLING AND STABILIZATION

14280 James Road ~ Rogers, MN 55374

ASPHALT PULVERIZATION ~ SOIL STABILIZATION ~ ASPHALT MILLING ~ RUMBLE STRIPS ~ CALCIUM CHLORIDE

Project: 2025 Dust Control Material
City of Independence, MN

Letting Date: April 4, 2025

Item #	Item Description	Quantity	Unit	Unit Price	Total
					\$ -
	Calcium Chloride Application (tax included)	60,000.000	Gal	\$ 1.720	\$ 103,200.00
	Application Rate of .30 per SQYD				\$ -
					\$ -
					\$ -
					\$ -

****APRS IS A UNION CONTRACTOR****

Estimated working days

Total Price \$ 103,200.00

Details of Work	Included	Not Included
1. Calcium Chloride 38%	X	
2. Delivery and application of Calcium Chloride	X	
3. Grading and Compaction		X
4. Prewatering		X
5. Traffic Control		X

** Product preformance may vary depending on road conditions. Example heavy traffic or extreme weather condition

**Prices good for 90 days after bid opening

**Allstates reserves the right to negotiate all terms in subcontract

**No deduction for bond or prorated charges

**No deduction for retainage

**Require 14 day notice to proceed

**This quote to become part of the contract

By:

Brandon Cottrell

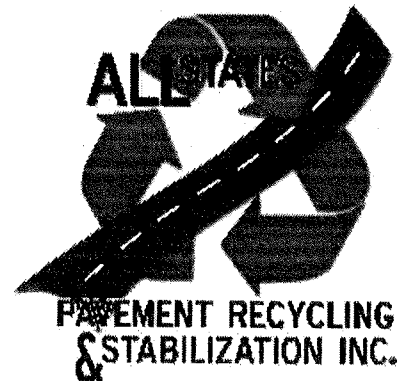
Direct 763-496-5703

Office 763-515-2599

Fax: 763-241-9196

Email: bcottrell@aprsgroup.net

www.aprsgroup.net





PO Box 5512 • Denver, CO 80217

For Inquiries:

West Region • 509-936-7102
Rocky Mtn Region • 800-577-5346
Midwest Region • 800-881-5848
ETS East • 877-664-3401

Quotation

Quotation Date:	Date Printed:	Expiration Date:
3/25/25	3/25/25	10/31/25
Quotation Number:	Revision No:	Customer Number:
S7163	2	14012
Your Reference:		Our Reference:
invoices		Rodney Havard

Delivery Address:
City of Independence
1920 County Road 90
Independence MN 55359

Document Address:
City of Independence
1920 County Road 90
Independence MN 55359

Product Application
Length in Feet:
Width in Feet:
Rate in Gallons:

Wanted Delivery Date:

Payment Terms:
15 Days Net
Label Note:
Dust Control Quote

Water Application
EnviroTech: N
Rate:
Gallons Required:

Del	Description	Qty	Unit	Price/Unit	Disc. %	Net Amount	Gross Amount
1	Calcium Chloride 38% - Applied	50,000	gal	1.64	0.00%	82,000.00	82,000.00

Terms of Delivery: FOB Destination

2	DuraBlend® CEP	50,000	gal	1.74	0.00%	87,000.00	87,000.00
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Terms of Delivery: FOB Destination

Net Total: 169,000.00

Gross Total 169,000.00

Disclaimer: No warranty is conveyed concerning this product, be it expressed or implied. This includes but is not limited to a warranty of merchantability or fitness for a particular purpose. Product performance may vary depending on road conditions, traffic counts, weather and other related factors.



Greetings,

With the 2025 dust control season approaching, we are happy to provide you with an estimate as well as updated information. Please note the following as you consider your dust control needs this coming year:

-IMPORTANT: We do not necessarily have the same drivers from past years, so to ensure the spray is applied where you want it, make the marking obvious or have a ride along representative from your township. If using markers, have your area designated with flags, ribbons or other brightly colored markers by May 15.

-You will receive an invoice after we have sprayed.

-Our rates are based on the wholesale product pricing. Price includes tax.

- If you contact us after we have sprayed your area, the additional trip adds to our operating costs. This will result in an additional fee of \$50 plus \$2.50/mile for us to travel from our nearest holding site.

-Please note that if fuel costs rise above \$4.00 prices are subject to change.

38% Calcium Chloride Solution
\$1.62 Gal.

*These prices are valid for entities that bill the residents. *We do not bill individual residents.*

*Our trucks apply the Chloride Solution with electronic metering set at a rate requested by the consumer.

Please complete the following and return to our office:

Customer: City of Independence

Date	Signature	
	Printed Name	

Contact Phone Number: _____

Please call or email Jake or Michelle with any further questions:

Jake@crowriverconstruction.com (320-444-7633) office@crowriverconstruction.com (320-354-1201)



SCOTWOOD INDUSTRIES LLC

12980 Metcalf Ave Suite 240
Overland Park, KS 66213
1-800-844-2022

City of Independence, MN
1920 County Rd 90
Independence, MN 55359

Attn: Ben Lehman
Public Works Supervisor
Phone: (763)-479-0530
Email:
blehman@ci.independence.mn.us

Product Quoted	*4,500 Gal. Min.	Delivery Locations
Magnesium Chloride Solution (MgCl ₂)	\$1.35/Gallon Delivered Only <i>and applied</i>	City of Independence, MO

- " Demurrage is \$125.00 per hour after the first two hours of unload time.
- " Pricing does not include sales tax.
- " Pricing is subject to change.
- " Terms net 30 days.
- " Weekend/Holiday delivery fee of \$250.00 is not included in the above pricing.
- " Charges will apply if the truck is turned around, once in transit.

Sales Contact: Doug Pratt
660-605-1390

Quotation effective: March 31, 2025
Biddesk@scotwoodindustries.com

City of Independence

Request for a Conditional Use Permit and Site Plan Approval to Allow a New Telecommunications Tower on the Property Located at 87 McCulley Road

<i>To:</i>	City Council
<i>From:</i>	Mark Kaltsas, City Planner
<i>Meeting Date:</i>	May 6
<i>Applicant:</i>	Buell Consulting, LLC – on behalf of Verizon
<i>Owner:</i>	Larry and Susan Vensel
<i>Location:</i>	87 McCulley Rd.

Request:

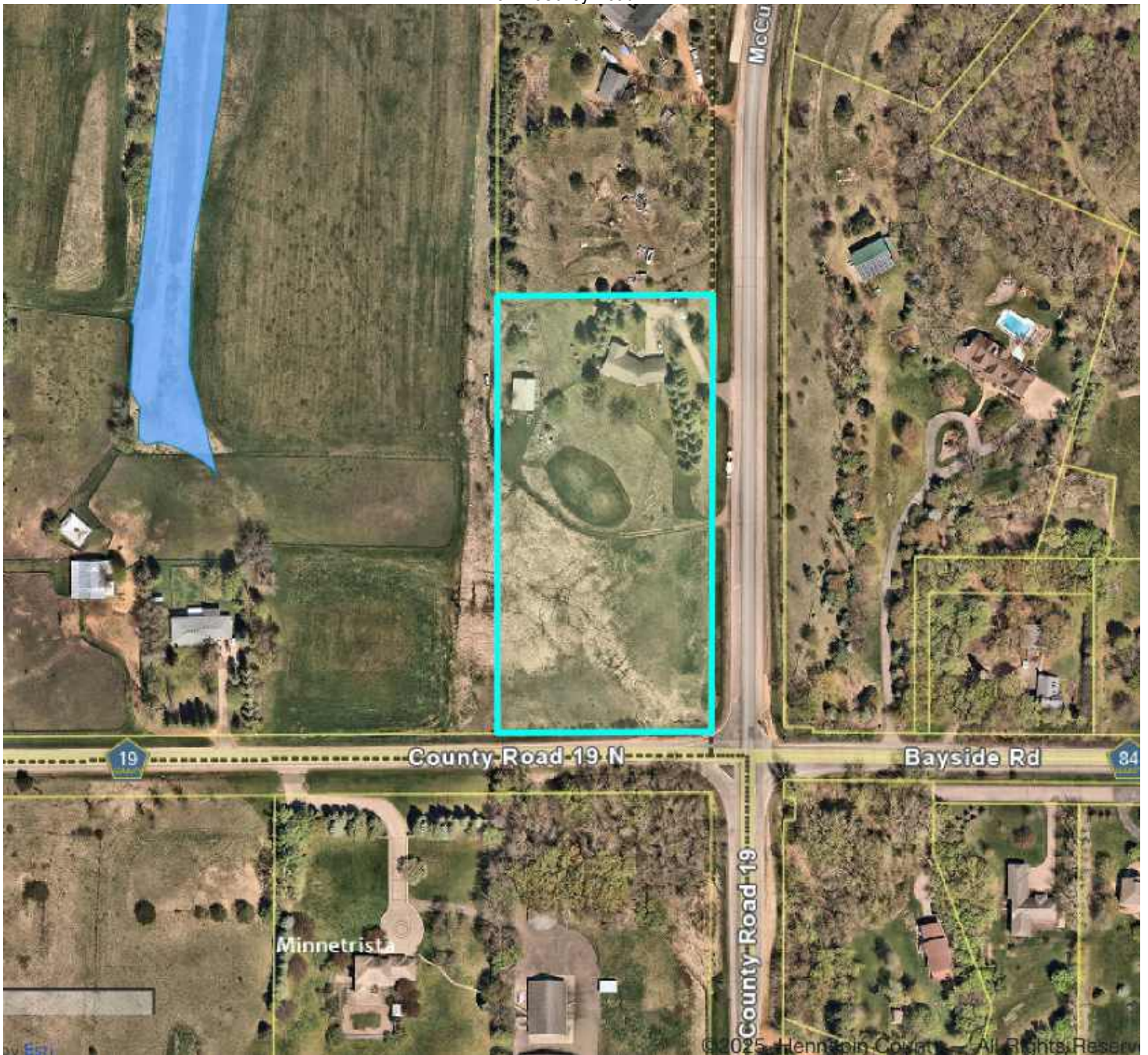
Buell Consulting, LLC – on behalf of Verizon (Applicant) and Larry and Susan Vensel (Owner) requests that the City consider the following action for the property located at 87 McCulley Rd., Independence, MN (PID No. 36-118-24-44-0009):

- a. A Conditional Use Permit to allow a new telecommunications tower on the subject property.
- b. Site plan review and conditional use permit to allow a new 180-foot-tall telecommunications tower on the subject property.

Property/Site Information:

The property is located at the NW corner of County Road 19 and McCulley Road. The property is comprised of the existing house and one accessory structure. The property has rolling terrain. The property has the following characteristics:

Property Information for 87 McCulley Road
Zoning: *Agriculture*
Comprehensive Plan: *Rural Residential*
Acreage: 4.06 Acres

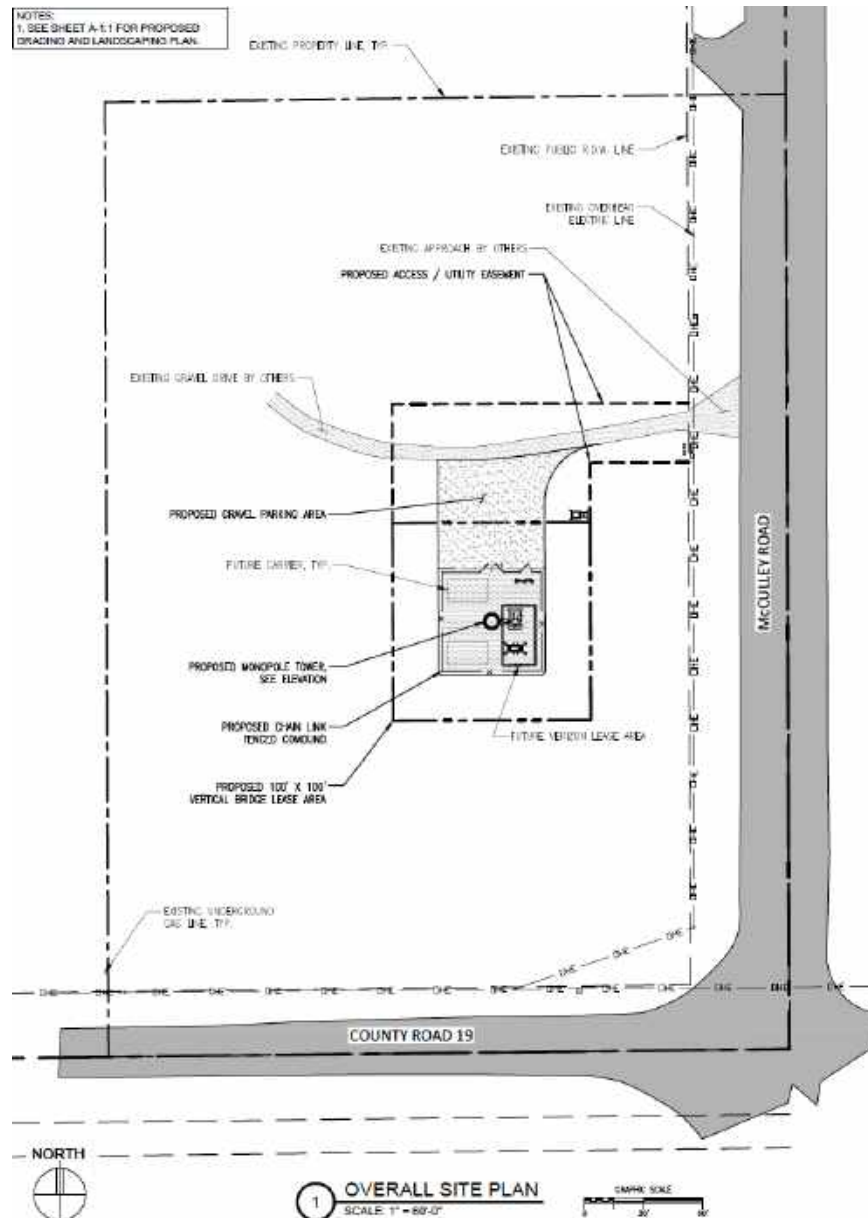


Discussion:

The applicant is seeking a conditional use permit and site plan approval to allow a new telecommunications tower and accessory structure to be located at the base of the tower. The City has criteria relating to the location (setbacks), site improvements and landscaping for new telecommunications tower development.

The proposed tower is a monopole type structure that would be 180 feet in height with a 5' lightning rod. The required setback from the property line is equal to the height of the tower or an engineer specifies in writing that the collapse of the tower will occur within a lesser distance under reasonably foreseeable circumstances. The applicant has provided a sealed engineers opinion that the proposed tower would fall within a 90' radius of the base of the tower. The maximum height allowed for a telecommunications tower is 185 feet. In this case, the requisite setback of the tower is 100' feet from the east property line. The proposed tower location meets the requisite setbacks from the nearest property line.

The applicant is proposing to construct a gravel access drive from the existing driveway to the proposed site. The applicant is proposing to fence in a 50' x 50' equipment area at the base of the tower. The enclosed area would contain the equipment needed to operate the tower.



Telecommunications Towers must comply with the following standards:

540.09. Performance standards.

Subd. 1. *Co-location capability.* Unless the applicant presents clear and convincing evidence to the city council that co-location is not feasible, a new tower may not be built, constructed or erected in the city unless the tower is capable of supporting at least two telecommunications facilities comparable in weight, size, and surface area to each other.

Subd. 2. *Setback requirements.* A tower must comply with the following setback requirements:

- (a) A tower must be located on a single parcel having a dimension equal to the height of the tower, as measured between the base of the tower located nearest the property line and the actual property line, unless an engineer specifies in writing that the collapse of the tower will occur within a lesser distance under reasonably foreseeable circumstances.
- (b) Setback requirements for towers are measured from the base of the tower to the property line of the parcel on which it is located.

Subd. 3. *Engineer certification.* Towers must be designed and certified by an engineer to be structurally sound and in conformance with the Uniform Building Code, and any other standards set forth in this Code.

Subd. 4. *Height restriction.* A tower may not exceed the lesser of 185 feet in height or a height equivalent to ten feet more than the distance from the base of the tower to the nearest point of any property line. Measurement of tower height must include the tower structure itself, the base pad, and any other telecommunications facilities attached thereto. Tower height is measured from grade.

Subd. 5. *Lighting.* Towers may not be artificially lighted except as required by the Federal Aviation Administration. At time of construction of a tower, in cases where there are residential uses located within a distance that is three times the height of the tower from the tower, dual mode lighting must be requested from the Federal Aviation Administration. Notwithstanding this provision, the city may approve the placement of an antennae on an existing or proposed lighting standard, provided that the antennae is integrated with the lighting standard.

Subd. 6. *Exterior finish.* Towers not requiring Federal Aviation Administration painting or marking must have an exterior finish as approved in the site plan.

Subd. 7. *Fencing.* Fences constructed around or upon parcels containing towers, antenna support structures, or telecommunications facilities must be constructed in accordance with the applicable fencing requirements in the zoning district where the tower or antenna support structure is located, unless more stringent fencing requirements are required by Federal Communications Commission regulations.

Subd. 8. *Landscaping.* Landscaping on parcels containing towers, antenna support structures or telecommunications facilities must be in accordance with landscaping requirements as approved in the site plan. Utility buildings and structures accessory to a tower must be architecturally designed to blend in with the surrounding environment and to meet setback requirements that are compatible with the actual placement of the tower. Ground mounted equipment must be screened from view by suitable vegetation, except where a design of non-vegetative screening better reflects and complements the character of the surrounding neighborhood.

Subd. 9. *Accessory buildings and equipment.* No more than one accessory building is permitted per tower. Accessory buildings may be no more than 300 square feet in size. Telecommunications facilities not located on a tower or in an accessory building must be of stealth design.

Subd. 10. *Security.* Towers must be reasonably posted and secured to protect against trespass. All signs must comply with applicable sign regulations.

Subd. 11. *Design.* Towers must be of stealth design as approved in the site plan unless the city determines that such design is infeasible due to the lack of comparable vertical structures in the vicinity of the proposed site.

Subd. 12. *Non-tower facilities.* Telecommunications facilities not attached to a tower may be permitted as an accessory use to any antenna support structure at least 75 feet in height (except residential occupancies of three stories or less), or any existing tower, regardless of any other provision of this Code, provided that the owner of the telecommunications facility, by written certification to the building official, establishes the following facts at the time plans are submitted for a building permit:

- (a) That the height from grade of the telecommunications facilities and antennae support structure does not exceed the maximum height from grade of the antenna support structure by more than 20 feet;
- (b) That the antenna support structure and telecommunications facilities comply with the Uniform Building Code;
- (c) That the telecommunications facilities located above the primary roof of an antenna support structure are set back one foot from the edge of the primary roof for each one foot in height above the primary roof of the telecommunications facilities. This setback requirement does not apply to antennas that are mounted to the exterior of antenna support structures below the primary roof, but that do not protrude more than six inches from the side of the antenna support structure.

Subd. 13. *Removal of towers.* Abandoned or unused towers and associated above-ground facilities must be removed within 12 months of the cessation of operations of the telecommunications facility at the site unless an extension is approved by the city council. Any tower and associated telecommunications facilities that are not removed within 12 months of the cessation of operations at a site are declared to be public nuisances and may be removed by the city and the costs of removal assessed against the property pursuant to section 2010 of this Code.

The city has completed a detailed review of the plans and would note that there are several items that should be further considered relating to the conditional use permit and site plan approval. The following issues should be noted by the City:

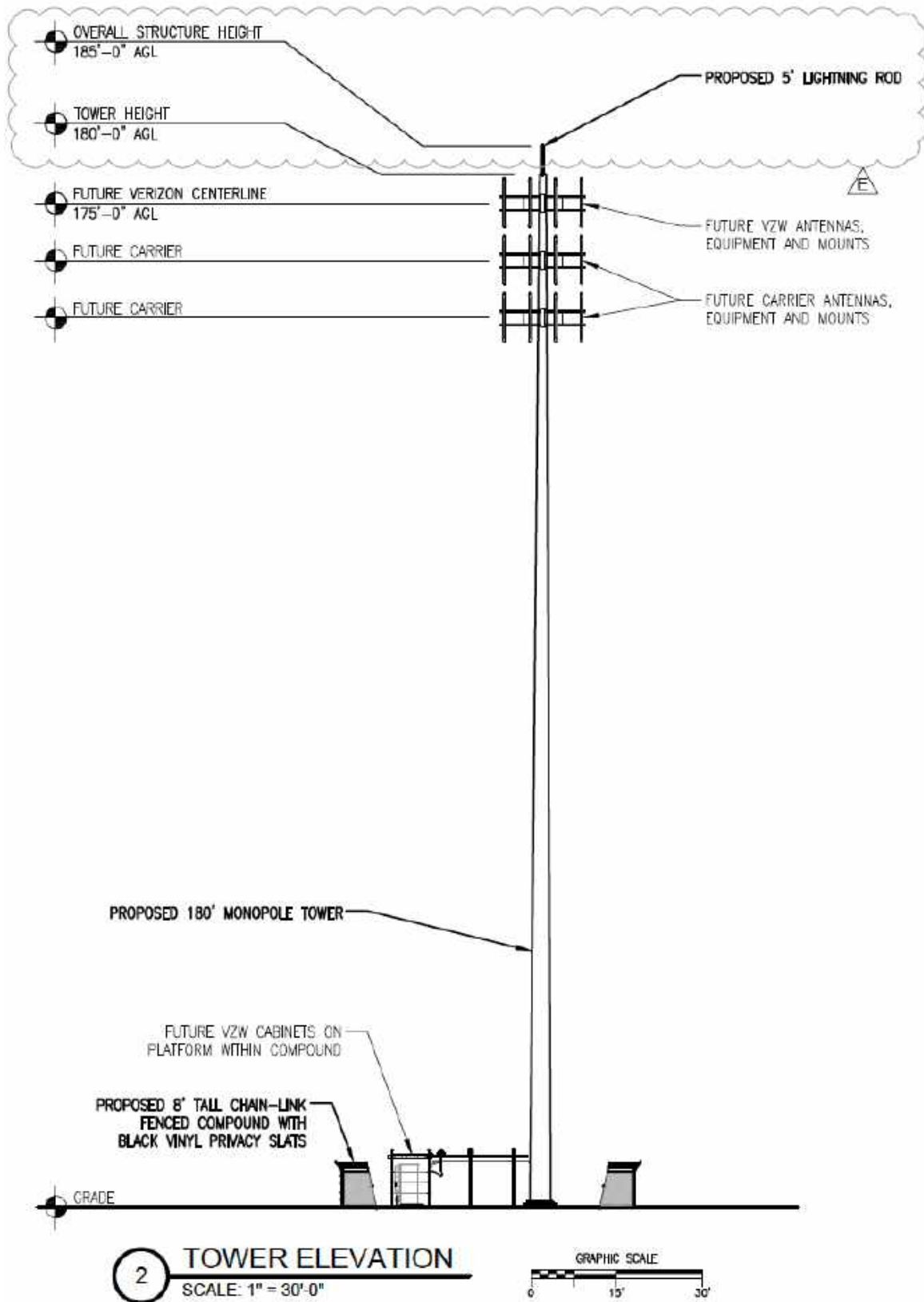
1. The proposed tower has the following setbacks:

- a. East Property Line: 100'
- b. South Property Line: 190'
- c. West Property Line: 282'
- d. North Property Line: 245'

2. The proposed tower has the following characteristics:

- a. Tower Type: Monopole
- b. Tower Height: 180'
- c. Lightning Rod Height: 185'

Note that the proposed height of the tower exceeds the setback to the nearest property line. The applicant is proposing that the increased height be considered due to the reduction in setback resulting from the engineer's certification of the decreased tower fall zone.



3. The applicant is proposing to locate equipment within cabinets at the base of the tower. The City requires that all towers and associated structures accessory to the tower must be of stealth design and blend into the surrounding environment.

Subd. 8. Landscaping. Landscaping on parcels containing towers, antenna support structures or telecommunications facilities must be in accordance with landscaping requirements as approved in the site plan. Utility buildings and structures accessory to a tower must be architecturally designed to blend in with the surrounding environment and to meet setback requirements that are compatible with the actual placement of the tower. Ground mounted equipment must be screened from view by suitable vegetation, except where a design of non-vegetative screening better reflects and complements the character of the surrounding neighborhood.

Subd. 11. Design. Towers must be of stealth design as approved in the site plan unless the city determines that such design is infeasible due to the lack of comparable vertical structures in the vicinity of the proposed site.

The proposed tower is a monopole type tower that is typical of other telecommunications towers in the City. The proposed equipment at the base of the tower is also typical of similar to that located at the base of other towers in the City. The City will need to determine if any additional stealth type design should be implemented on this site. One item to consider would be requiring all equipment to be located within an enclosed structure.

In addition to the equipment cabinets, the applicant is proposing a future generator within the fenced area. Most generators associated with cellular towers within the city are enclosed in a building to mitigate noise. The applicant has agreed to install any future generator within an approved sound enclosure (noted on plans).

4. The proposed tower is 180 feet in height. The drawings provided also indicate a lightning rod that extends an additional 5' above the top of the tower. The city's current ordinance does not differentiate this structure from the tower. The maximum height of a tower including any additional apparatus is 185'.
5. It should be noted that base of the proposed tower (elevation 978.7) sits approximately 20' below the adjacent McCulley Road centerline elevation (998.9) and approximately 13' below the elevation of the adjacent CSAH 19 (991).
6. The applicant has provided the City with verification of the need for the proposed tower (see attached letter and coverage map).

7. The City requires all towers to be able to accommodate colocation. The applicant has provided a letter from an engineer verifying that the proposed tower can accommodate a second set of antennas on this tower. In addition, the City requested that the applicant provide a “ghost” plan indicating the probable location of a second lease on the site. The applicant has provided this information, and it confirms that the tower and site can accommodate colocation.
8. The applicant is proposing to screen the site utilizing an 8’ tall chain link fence with brown vinyl slats.
9. The applicant has now provided a landscape plan that provides for 24 Black Hills Spruce and 25 White Pine around the east, south and west sides of the proposed fenced area. The proposed landscaping will help to mitigate impacts resulting from the installation of the ground equipment. It should be noted that the proposed screening will not wholly mitigate all visibility to the ground equipment area from surrounding properties.
10. There are two (2) lights shown on the plans in the area of the ground mounted equipment (see below). The lights do not appear to meet applicable City requirements and will need to be revised on the plans to fully comply. A full cut-off type fixture is required. City Council approval will be subject to the applicant submitting revised lighting plan and cut-sheet confirming compliance with all applicable city requirements.
11. The applicant has provided the City with a copy of relevant portions of a lease signed by the applicant and property owner(s), requiring the applicant to remove the tower and associated telecommunications facilities upon cessation of operations on the leased site, or, if a lease does not yet exist, a written agreement to include such a provision in the lease to be signed. The applicant will need to submit the signed copy of this document upon its execution.
12. The applicant will need to obtain all applicable approvals from the Minnehaha Creek Watershed District.

Several of the items noted may require the applicant to submit revised plans which can be reviewed by the city prior to issuance of any building/site permits.

A request for a Conditional Use Permit must meet the requirements established for granting a Conditional Use Permit in the City’s Zoning Ordinance. The criteria for granting a conditional use permit are clearly delineated in the City’s Zoning Ordinance (Section 520.11 subd. 1, a-i) as follows:

1. *The conditional use will not adversely affect the health, safety, morals and general welfare of occupants of surrounding lands.*
2. *The proposed use will not have a detrimental effect on the use and enjoyment of other property in the immediate vicinity for the proposes already permitted or on the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
3. *Existing roads and proposed access roads will be adequate to accommodate anticipated traffic.*

4. *Sufficient off-street parking and loading space will be provided to serve the proposed use.*
5. *The proposed conditional use can be adequately serviced by public utilities or on-site sewage treatment, and sufficient area of suitable soils for on-site sewage treatment is available to protect the city from pollution hazards.*
6. *The proposal includes adequate provision for protection of natural drainage systems, natural topography, tree growth, water courses, wetlands, historic sites and similar ecological and environmental features.*
7. *The proposal includes adequate measures to prevent or control offensive odor, fumes, dust, noise, or vibration so that none of these will constitute a nuisance.*
8. *The proposed conditional use is consistent with the comprehensive plan of the City of Independence.*
9. *The proposed use will not stimulate growth incompatible with prevailing density standards.*

The proposed telecommunications tower and associated base equipment are similar to those located within the City on other telecommunications tower sites. The proposed landscaping around the ground equipment site perimeter will further mitigate the impacts of the proposed equipment and building.

In the existing zoning district, telecommunication towers are permitted as a conditional use.

Telecommunications towers are often difficult to locate and therefore considered by cities due to the height of the towers and potential visual impact to surrounding properties. There are several residential and agricultural properties that are directly adjacent to the subject property. The property is located at the intersection of two county roads. Resulting traffic, noise, and other measurable ground impacts should not be incrementally amplified as a result of the proposed telecommunications tower and associated base site improvements. The Planning Commission will need to determine if the requested conditional use permit and site plan meet all of the aforementioned conditions and restrictions as well as the criteria for granting a conditional use permit.

Neighbor Comments:

The City has not received any written comments or comments provided at the public hearing regarding the proposed amendment to the conditional use permit and site plan approval.

Planning Commission Discussion and Recommendation:

Planning Commissioners reviewed the requested application and held a public hearing. Commissioner's asked questions of staff and the applicant. Commissioners discussed the proposed fence enclosure and recommended that the applicant revise the initially submitted plans to include brown slats in the chain link fence rather than white or black. Commissioners noted that any fence installed would have future maintenance needs and thought that increasing the landscape screening around the fence perimeter would have a better impact than changing the materials of the fence. Commissioners noted that proposed site does sit down in a "hole" from the adjacent roads and visibility to the equipment area would be difficult to wholly screen. Commissioners recommended approval of the requested applications to the City Council.

Recommendation:

The Planning Commission recommended approval of the request for a conditional use permit and site plan approval to the City Council with the following findings and conditions should be considered:

1. The proposed conditional use permit and site plan review meet all applicable conditions and restrictions stated Chapter V, Section 510, Zoning, in the City of Independence Zoning Ordinance.
2. The conditional use permit will be reviewed annually by the City to ensure conformance with the conditions set forth in the resolution.
3. This conditional use permit will approve a monopole tower with a maximum height of 185 feet and the associated accessory equipment, site improvements, fencing and landscaping (as indicated on the approved site plan).
4. City Council approval is subject to the applicant completing the following items:
 - a. Completion of all comments provided within the report and or prepared by the city.
 - b. Completion of all comments and conditions made by the Planning Commission during their review of the Conditional Use Permit and Site Plan.
 - c. Provide a revised lighting plan and cut sheets confirming full compliance with applicable standards.
 - d. Obtain all applicable approvals by Minnehaha Creek Watershed District.
5. The applicant shall pay for all fees associated with the City's processing and review and recording of the Conditional Use Permit and Site Plan Review.

Attachments:

1. Applicant Application and Narrative
2. Proposed Plan Set
3. Need Verification Letter and Graphic
4. Colocation Verification
5. Engineers Fall Zone Verification

Aerial Photographs

87 McCulley Road (Looking northwest)



87 McCulley Road (Looking southwest)



87 McCulley Road (Looking northeast)





RESOLUTION OF THE
CITY OF INDEPENDENCE
HENNEPIN COUNTY, MINNESOTA

RESOLUTION NO. 25-0506-02

**A RESOLUTION GRANTING APPROVAL OF A CONDITIONAL USE PERMIT
AND SITE PLAN REVIEW TO ALLOW A TELECOMMUNICATIONS TOWER
ON THE PROPERTY LOCATED AT 87 MCCULLEY ROAD.**

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 2020 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, Buell Consulting (on behalf of Verizon Wireless) (the “Applicant”) and Larry and Susan Vensel (the “Owner”) request that the City consider approval of site plan review and a conditional use permit to allow a telecommunications tower on the property located adjacent to 87 McCulley Road, Independence, MN (PID No. 36-118-24-44-0009); and

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

WHEREAS, the approved site and tower plans are further depicted on **Exhibit B** attached hereto; and

WHEREAS, the Property is zoned AG-Agriculture; and

WHEREAS the requested Conditional Use Permit and Site Plan Review meets all requirements, standards and specifications of the City of Independence zoning ordinance for Agriculture lots; and

WHEREAS the Planning Commission held a public hearing on April 15, 2025, to review the application for the Conditional Use Permit, 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 Verizon Wireless for a Conditional Use Permit and Site Plan Review to allow a telecommunications tower per the City's zoning regulations with the following conditions:

1. The proposed conditional use permit and site plan review meet all applicable conditions and restrictions stated Chapter V, Section 510, Zoning, in the City of Independence Zoning Ordinance.
2. City Council approval is subject to the applicant completing the following items:
 - a. Completion of all comments provided within the report and or prepared by the city.
 - b. Completion of all comments and conditions made by the Planning Commission during their review of the Conditional Use Permit and Site Plan.
 - c. Provide a revised lighting plan and cut sheets confirming full compliance with applicable standards.
 - d. Obtain all applicable approvals by Minnehaha Creek Watershed District.
3. The conditional use permit will be reviewed annually by the City to ensure conformance with the conditions set forth in the resolution.
4. This conditional use permit will approve a monopole tower with a maximum height of 185 feet and the associated site improvements, fence, ground mounted equipment and landscaping as indicated on the approved site plans and attached hereto as **Exhibit B**. The ground equipment and antennas shall be installed in accordance with the approved site plans and tower elevations.
5. The conditional use permit shall allow three (3) antennas and six (6) RRUS to be located on the proposed tower.
6. Any expansion of the existing ground equipment, buildings or antenna will be subject to the City's review and an amendment to the conditional use permit.
7. The City can administratively approve replacement of existing antennas as long as the size and location are consistent with the existing equipment. Any expansion or increase to the size or area of the existing antennas or similar mounted transmission equipment, ground equipment, buildings or number of antennas will be subject to the City's review and require an amendment to the conditional use permit.

8. The Applicant or land owner shall be required to remove the tower and associated telecommunications facilities upon cessation of operations on the site, and failure to remove the tower and facilities within a reasonable time not exceeding four (4) months from cessation of operations shall be a basis for summary revocation of this CUP without further notice.
9. The applicant shall pay for all fees associated with the City's processing and review of the Conditional Use Permit and Site Plan Review.

This resolution was adopted by the City Council of the City of Independence on this 6th day of May 2025, by a vote of ____ ayes and ____ nays.

Brad Spencer, Mayor

ATTEST:

Mark Kaltsas, City Administrator

EXHIBIT A
(Legal Description)

The East 345 feet of the South 632 feet of the Southeast Quarter of the Southeast Quarter of Section 36, Township 118 North, Range 24 West of the 5th Principal Meridian, subject to the right of way of a public road along the South and East sides thereof.

EXHIBIT B

(Proposed Site and Landscape Improvements)



**CITY OF
INDEPENDENCE
MINNESOTA**

Date Submitted: 01-28-2025

Applicant Information

Name: Karl A Gerber

Address: 9973 Valley View Rd.
Eden Prairie, Minnesota
55344

Primary Phone: 715-415-4528

Email: kgerber@buellconsulting.com

Owner Information

Name: Larry Vensel

Address: 87 McCulley Rd.
Maple Plain, Minnesota
55359

Primary Phone: 763-300-2738

Email: NA@NA.COM

Property Address:

PID:

Planning Application Type: Conditional Use Permit

Description:

Supporting Documents: Site Survey (Existing Conditions), Site Survey (Proposed Conditions), Building Plans, Construction Plans, Preliminary/Final Plan

Signature:

Karl Gerber

PROJECT DESCRIPTION:
CONSTRUCTION OF TELECOMMUNICATIONS AND PUBLIC UTILITY FACILITY, CONSISTING OF A CELL TOWER, SPACE FOR CARRIER EQUIPMENT, AND A UTILITY BACKBOARD WITHIN A FENCED COMPOUND. NO WATER OR SEWER IS REQUIRED. THIS WILL BE AN UNMANNED FACILITY.

CODE COMPLIANCE:
ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING:

1. INTERNATIONAL BUILDING CODE

2. NATIONAL ELECTRIC CODE

3. NFPA101 LIFE SAFETY CODE

4. IFC

5. AMERICAN CONCRETE INSTITUTE

6. AMERICAN INSTITUTE OF STEEL CONSTRUCTION

7. MANUAL OF STEEL CONSTRUCTION, 13TH EDITION

8. ANSI/TIA/EIA-222

9. TIA 607

10. INSTITUTE FOR ELECTRICAL & ELECTRONICS ENGINEER 81
11. IEEE C2 NATIONAL ELECTRIC SAFETY CODE, LATEST EDITION

12. TELECORDIA GR-1275

13. ANSI/T 311

14. UNIFORM MECHANICAL CODE

15. UNIFORM PLUMBING CODE

16. LOCAL BUILDING CODE

17. CITY/COUNTY ORDINANCES

18. STATE BUILDING CODE



THE TOWERS LLC

US-MN-5154

RED OAK

87 MCCULLEY ROAD

MAPLE PLAIN, MN 55359

180' MONOPOLE TOWER



10801 BUSH LAKE ROAD

BLOOMINGTON, MN 55438

CONSTRUCTION DEPT (952) 946-4700

SITE NAME: MIN RED OAK

MDG: 5000930335

PROJECT ID: 17063174



PROJECT INFORMATION

VERTICAL BRIDGE SITE NAME:	RED OAK
VERTICAL BRIDGE SITE NUMBER :	US-MN-5154
VERIZON SITE NAME:	MIN RED OAK
VERIZON MDG:	5000930335
VERIZON PSLC:	17063174
SITE ADDRESS:	87 MCCULLEY ROAD MAPLE PLAIN, MN 55359
COUNTY:	HENNEPIN
LATITUDE (DECIMAL):	N 44.979239°
LONGITUDE (DECIMAL):	W 93.646050°
LATITUDE (DMS):	N 44° 58' 45.26"
LONGITUDE (DMS):	W 93° 38' 45.78"
GROUND ELEVATION:	978.7' AMSL
STRUCTURE TYPE:	MONOPOLE TOWER
STRUCTURE HEIGHT:	180" AGL
OVERALL HEIGHT:	185' AGL
RFDS FORM DATED:	11-14-24

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VZW A-4	CABLE ICE BRIDGE, GPS AND MISC. DETAILS	
VZW A-5	GENERATOR WITH WEATHER-SOUND ENCLOSURE DETAILS	
VZW G-1:G-2	GROUNDING PLAN, DETAILS AND NOTES	
VZW U-1	VERIZON UTILITY PLAN, DETAILS AND NOTES	
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ISSUE SUMMARY

REV	DESCRIPTION	SHEET/DETAIL
A:D	ISSUED FOR REVIEW	ALL
E	ISSUED FOR ZONING	ALL
F	ISSUED FOR ZONING	ALL

CONTACTS

PROPERTY OWNER:	VENSEL FAMILY TRUST 87 McCULLEY RD MAPLE PLAIN, MN 55359
LESSOR / LICENSOR:	THE TOWERS, LLC 750 PARK OF COMMERCE DR, SUITE 200 BOCA RATON, FL 33487
LESSEE:	VERIZON WIRELESS 1701 GOLF ROAD TOWER 2, SUITE 400 ROLLING MEADOW, IA 60008 CONTACT: DANNY PEREZ EMAIL: danny.perez2@verizonwireless.com
POWER UTILITY COMPANY CONTACT:	WRIGHT HENNEPIN ELECTRIC COOP 6800 ELECTRIC DR. ROCKFORD, MN 55373 YALONDA GRANGROTH (763) 477-3007
TELCO UTILITY COMPANY CONTACT:	T.B.D.
DESIGNER:	DESIGN 1 OF EDEN PRARIE 9973 VALLEY VIEW ROAD EDEN PRAIRIE, MN 55344 (952) 903-9299
STRUCTURAL ENGINEER (TOWER):	T.B.D
GEOTECHNICAL ENGINEER:	DELTA OAKS GROUP 4904 PROFESSIONAL COURT, 2ND FLOOR RALEIGH, NC 27609 (919) 342-8247
SITE ACQUISITION:	BUELL CONSULTING, INC. 720 MAIN ST, SUITE 200 ST. PAUL, MN 55118

DRAWING APPROVALS

JOB TITLE	NAME	DATE
VERTICAL BRIDGE		
RF ENGINEER	JORDAN ALSTAD	12/13/2024
CONSTRUCTION ENGINEER	BRIAN NELSEN	12/13/2024
TRANSPORT ENGINEER		
EQUIPMENT ENGINEER		
REAL ESTATE SPECIALIST		

PREPARED FOR:



THE TOWERS, LLC

750 PARK OF COMMERCE DR.
SUITE 200
BOCA RATON, FL 33487

NOT FOR
CONSTRUCTION



9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

PROJECT
US-MN-5154

RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

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CHECKED BY:	TAB
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T-1

VERTICAL BRIDGE CONSTRUCTION SCOPE OF WORK:

- 1.00 PERMITTING

A. CONTRACTOR IS RESPONSIBLE FOR ELECTRICAL PERMITS AND ALL REQUIRED INSPECTIONS.
- 2.00 SITE CLEARING

A. CONTRACTOR SHALL CLEAR ACCESS EASEMENT AND LEASE AREA OF ALL TREES AND STUMPS. REMOVE AND DISPOSE OF ALL DEBRIS. CONTRACTOR SHALL NOT DISTURB AREA OUTSIDE OF LIMITS OF DISTURBANCE.

B. IF REQUIRED PER UTILITY COORDINATION CONTRACTOR SHALL CLEAR UTILITY EASEMENTS OF ALL TREES AND STUMPS. REMOVE AND DISPOSE OF ALL DEBRIS.

C. CONTRACTOR SHALL INSTALL SILT FENCE PRIOR TO THE START OF CONSTRUCTION.

D. ALL DEBRIS OR MATERIALS TO BE LEFT ON SITE WILL BE CLEARED WITH THE LAND OWNER ON A SIGNED DOCUMENT.
- 3.00 ACCESS ROAD

A. CONTRACTOR SHALL COMPLETE GRAVEL ACCESS DRIVE TO TOWER COMPOUND PER CONSTRUCTION DRAWINGS OR AT A MINIMUM OF VERTICAL BRIDGE STANDARDS.

B. 18" CULVERT PIPE IS VERTICAL BRIDGE MINIMUM STANDARD UNLESS DOT ENFORCED SIZE IS REQUESTED. SEE CONSTRUCTION DRAWINGS GRADING PLAN FOR SITE CULVERT LOCATION(S) AND SIZES.
- 4.00 COMPOUND FENCE

A. CONTRACTOR SHALL INSTALL STYMIE LOCK SYSTEM AND VERTICAL BRIDGE LOCK ON COMPOUND GATE. VERTICAL BRIDGE LOCK COMBO (0951)

B. CONTRACTOR SHALL INSTALL MUSHROOM AND GATE STOPS.

C. CONTRACTOR SHALL INSTALL 50'X50'X6' CHAINLINK FENCE WITH (3) RUNS OF BARBED WIRE ON TOP FOR MONOPOLE AND GUYED TOWERS UNLESS NOTED OTHERWISE. (75'X75'X6' FENCED COMPOUND FOR SST TOWER SITES)
- 5.00 TOWER AND FOUNDATION

A. CONTRACTOR SHALL COORDINATE DELIVERY OF ANCHOR BOLTS, TEMPLATE AND TOWER STEEL WITH TOWER VENDOR.

B. CONTRACTOR SHALL UTILIZE SUPPLIED FOUNDATION DESIGN FOR TOWER. REBAR AND CONCRETE INSTALLATION SHALL BE INSPECTED AND TESTED BY A 3RD PARTY COMPANY AND SUBMIT TEST AND INSPECTION REPORTS TO VERTICAL BRIDGE. (SPOILS FROM FOUNDATION SHALL BE REMOVED FROM SITE)

C. 3 DAY / 7 DAY / 28 DAY BREAK TEST REQUIRED. BREAK TEST MUST BE SUBMITTED FOR REVIEW PRIOR TO TOWER STACK.

D. CONTRACTOR SHALL INSTALL TOWER, ALL ASSOCIATED STEP BOLTS, SAFETY CLIMB EQUIPMENT, LIGHTNING ROD, WAVEGUIDE LADDER AND ALL MISCELLANEOUS TOWER PARTS.

E. CONTRACTOR SHALL CONFORM TO SUPPLIED FAA HEIGHT VERIFICATION.
- 6.00 TOWER LIGHTING

A. TOWER LIGHTING EQUIPMENT SHALL BE INSTALLED BY LIGHTING MANUFACTURE.

B. CONTRACTOR SHALL SUPPLY AND INSTALL 100A SUB-PANEL WITH (3) 20 AMP BREAKERS FOR TOWER LIGHTING IF REQUIRED.

C. CONTRACTOR SHALL SUPPLY AND INSTALL (1) GFI OUTLET AT SUB-PANEL LOCATION FOR TOWER LIGHTING IF REQUIRED.

D. CONTRACTOR SHALL SUPPLY AND INSTALL (1) 2" CONDUIT FROM SUB-PANEL LOCATION TO TOWER LEG WITH WEATHER-HEAD IF REQUIRED.
- 7.00 UTILITY H-FRAME CONSTRUCTION

A. CONTRACTOR SHALL SUPPLY AND INSTALL A 4-GANG 800 AMP METER PANEL ON A NEW 8' H-FRAME.

B. H-FRAME TO BE CONSTRUCTED TO HOLD 4-GANG METER BASE ON FRONT WITH METERS FACING OUT OF COMPOUND.

C. H-FRAME TO BE CONSTRUCTED TO HOLD TOWER LIGHTING SUB-PANEL AND LIGHTING CONTROLLER ON FRONT ALONGSIDE METER BASE.

D. CONTRACTOR SHALL SUPPLY GFCI ALL WEATHER RECEPTACLES ON H-FRAME.

E. CONTRACTOR SHALL SUPPLY AND INSTALL 500-WATT METAL HALIDE FLOOD LIGHT 120 VOLT WITH TIMER SWITCH.
- 8.00 POWER SERVICE

A. CONTRACTOR SHALL USE PROVIDED UTILITY REPORT AND CONSTRUCTION DRAWINGS TO BID POWER FROM POWER DEMARC.

B. CONTRACTOR SHALL BE IN CONSTANT COMMUNICATION WITH POWER COMPANY UNTIL POWER IS ACQUIRED AT MULTI-METER FRAME.

C. CONTRACTOR SHALL NOTIFY UTILITY PROVIDER OF START OF CONSTRUCTION.

D. CONTRACTOR SHALL CONDUCT A SECOND POWER WALK WITH UTILITY PROVIDER AT START OF CONSTRUCTION.

E. IF CHANGES TO THE SCOPE OF WORK ARE MADE BY THE UTILITY PROVIDER AFTER CONSTRUCTION START, CONTRACTOR SHALL NOTIFY VERTICAL BRIDGE CM/PM IMMEDIATELY.
- 9.00 VERIZON TELCO/FIBER SERVICE INSTALL BY VERTICAL BRIDGE

A. CONTRACTOR SHALL SUPPLY AND INSTALL A SEPARATE HAND-HOLE AT THE ROW, AT THE COMPOUND

- AND EVERY 300' (OR AT ANY BEND) WITH 2" CONDUIT FOR THE LIT FIBER PER THE CONSTRUCTION DRAWINGS. MARK HAND-HOLES LIT FIBER

B. CONTRACTOR SHALL SUPPLY AND INSTALL A SEPARATE HAND-HOLE AT THE ROW, AT THE COMPOUND AND EVERY 300' (OR AT ANY BEND) WITH 2" CONDUIT FOR THE DARK FIBER PER THE CONSTRUCTION DRAWINGS. MARK HAND-HOLES DARK FIBER FIBER

C. FIBER TO FOLLOW ACCESS ROAD TO ROW ALWAYS!

D. CONTRACTOR TO PROVIDE AND INSTALL CARLON EXPANSION JOINT CONNECTIONS AT CABINETS/SHELTER LOCATION PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

E. CONTRACTOR SHALL PROVIDE 2" SDR-11 HDPE CONDUIT FOR FIBER CONDUIT AS NOTED ON DRAWINGS WHEN DIRECTIONAL BORING IS UTILIZED.
- 10.00 VERIZON CIVLS

A. CONTRACTOR SHALL PROVIDE LUMP SUM FEE FOR ALL VERIZON LINE ITEMS UNDER TENANT CIVLS ON BID DOCUMENT. THIS INCLUDES SET AND CONNECTIONS OF VERIZON'S EQUIPMENT/GENERATOR PADS, FUEL TANKS, EQUIPMENT/GENERATOR ELECTRICAL, TELCO/FIBER CONDUITS, EQUIPMENT GROUNDING AND ICE BRIDGE.
- 11.00 VERIZON ANTENNA MOUNT(S)

A. CONTRACTOR SHALL PROVIDE SEPARATE LINE ITEM FOR ANTENNA MOUNT INSTALLATION UNDER TENANT MOUNT. CONTRACTOR SHALL ORDER THE ANTENNA MOUNT AND CONFIRM THE ITEM DESCRIPTION THROUGH VERIZON.

B. CONTRACTOR WILL BE REQUIRED TO ORDER ANTENNA MOUNT ASAP TO AVOID ANY DELAYS TO STACK THE TOWER.

VERIZON CONSTRUCTION SCOPE OF WORK:

- 1.00 VERIZON ANTENNA AND LINES

A. CONTRACTOR SHALL PROVIDE A LUMP SUM FEE IN "TENANT L&A" FOR THE INSTALL OF VERIZON L&A INCLUDING ANY REQUIRED TESTING AND MATERIALS AS DIRECTED BY VERIZON PERSONNEL FOR A TYPICAL MARKET COLLOCATION.
- 2.00 CIVLS

A. CONTRACTOR SHALL PROVIDE A LUMP SUM FEE IN "TENANT CIVLS" FOR ALL VERIZON CIVIL WORK INCLUDING EQUIPMENT/GENERATOR/PROPANE PADS AND EQUIPMENT SUPPORTS (I.E. PLINTHS ETC.), CARRIER GROUNDING, ELECTRICAL CONDUITS & CONDUCTORS AND H-FRAME, EQUIPMENT SET AS WELL AS ANY OTHER SERVICES AND/OR MATERIALS AS DIRECTED BY VERIZON FOR A TYPICAL MARKET COLLOCATION.
- 3.00 MOUNTS

A. CONTRACTOR SHALL PROVIDE A LUMP SUM FEE IN "TENANT MOUNT" FOR PROVIDING THE MOUNT ONLY (PRICE OF MOUNT INSTALLATION TO BE INCLUDED IN "TENANT L&A").
- 4.00 STARTUP COMMISSIONING

A. CONTRACTOR SHALL PROVIDE LUMP SUM FEE UNDER BID CLARIFICATION/EXCEPTIONS SECTION FOR COMMISSIONING AND START-UPS (AS REQUIRED BY "STANDARD VERIZON INSTALL). VERIZON IS RESPONSIBLE FOR PAYMENT OF THESE SERVICES.
- 5.00 VERIZON POWER SERVICE

A. CONTRACTOR/VERIZON CM RESPONSIBLE FOR SETTING UP VERIZON'S POWER ACCOUNT OR TRANSFER OF INITIAL SERVICE ACCOUNT FROM VERTICAL BRIDGE TO VERIZON.
1. CONTRACTOR RESPONSIBLE FOR REPORTING POWER UPDATES.
2. CONTRACTOR RESPONSIBLE FOR TRACKING AND CONFIRMING METER SET.
3. PHOTO CONFORMATION REQUIRED.

B. VERIZON POWER SERVICE SHALL BE 200 AMPS

C. TYPICAL VERIZON ELECTRICAL POWER SERVICE INSTALL. SEE CONSTRUCTION DRAWINGS FOR POWER ROUTING.
- 6.00 THE DESIGNER/E.O.R. MAKES NO WARRANTY, EXPRESSED OR IMPLIED, ON THE STRUCTURAL ADEQUACY FOR PROPRIETARY BRACKETS, CLIPS, PARTS, FROM A MANUFACTURER.

CONTRACTOR NOTES

VERTICAL BRIDGE TIMELINE EXPECTATIONS

- ONCE NTP HAS BEEN ISSUED, CONTRACTOR HAS (3) BUSINESS DAYS TO PROVIDE A SCHEDULE TO VERTICAL BRIDGE CONSTRUCTION MANAGER AND PROJECT MANAGER.
- CONSTRUCTION STARTS WITHIN 7 DAYS OF NTP RECEIPT.
- DAILY SAFETY REPORTS ARE REQUIRED.
- DAILY SITE UPDATES WITH PHOTOS ARE REQUIRED.
- TOWER STACKED (OTHER) WITHIN 28 DAYS OF NTP RECEIPT.
- CLOSEOUT APPROVAL WITHIN 60 DAYS OF NTP RECEIPT.

VERTICAL BRIDGE CM NOTES

- NO LIGHTING TO BE INSTALLED WITH THE EXCEPTION OF EMERGENCY/WORK LIGHTING ON A TIMER SWITCH.

PREPARED FOR:



NOT FOR
CONSTRUCTION



9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

PROJECT
US-MN-5154

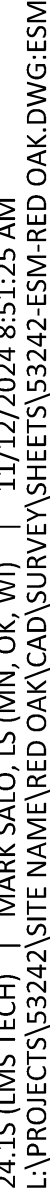
RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
GENERAL NOTES

DRAWN BY:	SJD
CHECKED BY:	TAB
REV. A	11-14-24
REV. B	11-25-24
REV. C	01-23-25
REV. D	02-25-25
REV. E	04-09-25
REV. F	04-30-25

T-2

[illegible]

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DATE ISSUED 10/30/2024	DRAWN BY CDJ
	DESIGNED BY
	CHECKED BY MRS
	PROJECT NO. 53242



LEASE AREA & UTILITY & ACCESS EASEMENT SURVEY MAP	
<p>THE TOWERS, LLC</p> <p>SITE # US-MN-5154 MIN RED OAK</p> <p>87 McCULLLEY ROAD</p> <p>MAPLE PLAIN, HENNEPIN COUNTY, MINNESOTA 55359</p>	

SHEET
1
OF 1
REV. 1

LEGEND

- | | | | | |
|-------------------------------|-----------|---------------------------|-----------|--------------------|
| ● FOUND MONUMENT | ————— | BOUNDARY LINE | - - - - - | EASEMENT LINE |
| ⊙ SECTION CORNER AS NOTED | — — — — — | RIGHT-OF-WAY LINE | - · - · - | SETBACK LINE |
| ⊙ FOUND RIGHT-OF-WAY MONUMENT | - - - - - | UNDERLYING / ADJACENT LOT | — △ — | RESTRICTED ACCESS |
| ○ SET MONUMENT | ····· | TIE LINE | ~~~~~ | TREE LINE |
| | (100.00) | SECTION LINE | ===== | CONCRETE CURB |
| ⊗ GATE VALVE / HYDRANT | — — | DEED DISTANCE | ////// | BUILDING LINE |
| ⊙ SANITARY MANHOLE | — — | WATERMAIN | ===== | BUILDING CANOPY |
| ⊙ CLEAN OUT | — — | SANITARY SEWER | | BITUMINOUS SURFACE |
| ⊙ STORM MANHOLE | — — | STORM SEWER | ===== | CONCRETE SURFACE |
| ⊙ STORM CATCH BASIN | — — | UNDERGROUND ELECTRIC | | DECIDUOUS TREE |
| ⊙ FLARED END SECTION | — — | UNDERGROUND TELEPHONE | | CONIFEROUS TREE |
| ⊙ TRANSFORMER | — — | UNDERGROUND GAS | | SPOT ELEVATION |
| ⊙ LIGHT | — — | OVERHEAD ELECTRICAL WIRE | | CONTOUR |
| ⊙ GUY ANCHOR | — — | CHAIN LINK FENCE | | SOIL BORING |
| ⊙ UTILITY POLE | — — | WOOD FENCE | | REGULAR PARKING |
| ⊙ GUARD POST | — — | WIRE FENCE | | STALL COUNT |
| ⊙ SIGN | — — | WET LAND | | TRAFFIC MARKERS |
| ⊙ GAS METER | — — | RETAINING WALL | | |
| ⊙ GAS MANHOLE | — — | BLOCK RETAINING WALL | | |
| ⊙ ELECTRIC MANHOLE | — — | STONE RETAINING WALL | | |
| ⊙ ELECTRIC METER | — — | POND / WATER LINE | | |
| ⊙ TELEPHONE PEDESTAL | — — | FEMA FLOOD ZONE LINE | | |
| ⊙ CABLE TV BOX | — — | | | |
| ⊙ COMMUNICATIONS MANHOLE | — — | | | |

SURVEY NOTES

1. This survey was prepared utilizing title Commitment No. VTB-184896-C prepared by Fidelity National Title Insurance Company, bearing a commitment date of 06/30/2024 insuring agent: Tower Title, LLC.
2. The bearing system for this survey is based on the Henepin County coordinate system, NAD83 (1986 Adjust). The east line of the SE Quarter, Section 36, Township 118N, Range 24W is assumed to bear North 00 degrees 12 minutes 53 seconds East. The originating monument utilized to establish the horizontal position of this survey was the SE corner of said section.
3. The vertical datum is based on NAVD88. The originating benchmarks are SLAUG (Elev=990.926) and Y 17 RESET (Elev=1013.666), both referenced from the NGS Geodetic Database.
4. A Gopher State One Call (GSOC) request was placed on 10/11/2024 and assigned GSOC Ticket No(s). 242852643, 242852644 and 24852645. Utility information shown hereon is a compilation of provided map information and those visible utilities and marked utilities which were located during the survey field work. Utility suppliers often do not respond to locate requests in the field but may provide maps, plans, and drawings in lieu of physical location. The surveyor makes no guarantees that the underground utilities shown hereon comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown hereon are in the exact location as indicated, although they are located as accurately as possible from the available information. The surveyor has not physically located the underground utilities. Pursuant to MS 216.D contact Gopher State One Call at (651-454-0002) prior to any excavation.
6. Subject property's address is 87 McCulley, Independence, MN 55364. The property identification number is 3611824440009.
7. The subject property zoning information was not provided.
8. The surveyed property lies within Flood Plain Zone X - "Areas determined to be outside the 0.2% annual chance flood plain", as depicted by scaled map location and graphic plotting according to FEMA, FIRM Map No. 27053c0285F dated 11/04/2016.
9. The access and utility easement has access to McCulley Road as shown hereon.
10. The lease area and access and utility easement lie completely within the parcel as described in the title commitment, bearing the same land vested in Lawrence F. Vensel & Susan K. Vensel, or successor(s) as Trustees of the Vensel Family Trust as described in Warranty Deed dated 10/28/2012 and recorded 12/05/2022 in Instrument No. 11167056 in Hennepin County, Minnesota.
11. Field work was completed on 10/10/2024.

SUBJECT PROPERTY

Description from title commitment:

Real property in Hennepin County, Minnesota, described as follows:

The East 345 feet of the South 632 feet of the Southeast Quarter of the Southeast Quarter of Section 36, Township 118 North, Range 24 West of the 5th Principal Meridian, subject to the right of way of a public road along the South and East sides thereof.

The following notes correspond to the reference numbers listed in Schedule B, Section 2 of the title commitment.

Schedule B, Section II items per Title Commitment:

None

2. OBSERVED POSSIBLE ENCROACHMENTS

None Observed at the time of the survey

DESCRIPTION

LEASE AREA:

That part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 118 North, Range 24 West, Hennepin County, Minnesota, described as follows:

Commencing at the southeast corner of said the Southeast Quarter of the Southeast Quarter of Section 36
thence North 00 degrees 12 minutes 53 seconds West, assumed bearing along the east line of said Southeast
Quarter of the Southeast Quarter, a distance of 296.83 feet; thence South 89 degrees 47 minutes 07 seconds
West, a distance of 50.00 to the intersection of the west right of way line of McCulley Road; thence continue
South 89 degrees 47 minutes 07 seconds West, a distance of 50.00 feet; thence South 00 degrees 12 minutes
53 seconds East, a distance of 100.00 feet to the point of beginning; thence North 00 degrees 12 minutes 53
seconds West, a distance of 100.00 feet; thence South 00 degrees 12 minutes 53 seconds East, a distance of 100.00 feet;
thence North 89 degrees 47 minutes 07 seconds East, a distance of 100.00 feet; thence North 00 degrees 12
minutes 53 seconds West, a distance of 100.00 feet to the point of beginning and there terminating.

Containing 10,000 s.f. or 0.2296 acres

ACCESS AND UTILITY EASEMENT:

That part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 118 North, Range 24 West, Hennepin County, Minnesota, described as follows:

Commencing at the southeast corner of said the Southeast Quarter of the Southeast Quarter of Section 36, thence North 00 degrees 12 minutes 53 seconds West, assumed bearing along the east line of said Southeast Quarter of the Southeast Quarter, a distance of 296.83 feet; thence South 89 degrees 47 minutes 07 seconds West, a distance of 50.00 to the intersection of the west right of way line of McCulley Road and the point of beginning; thence continue South 89 degrees 47 minutes 07 seconds West, a distance of 50.00 feet; thence South 00 degrees 12 minutes 53 seconds East, a distance of 30.00 feet; thence South 89 degrees 47 minutes 07 seconds West, a distance of 100.00 feet; thence North 00 degrees 12 minutes 53 seconds West, a distance of 60.00 feet; thence North 89 degrees 47 minutes 07 seconds East, a distance of 150.00 feet to the intersection of the said west right of way line; thence South 00 degrees 12 minutes 53 seconds East along said west right of way line, a distance of 30.00 feet to the point of beginning and there terminating.

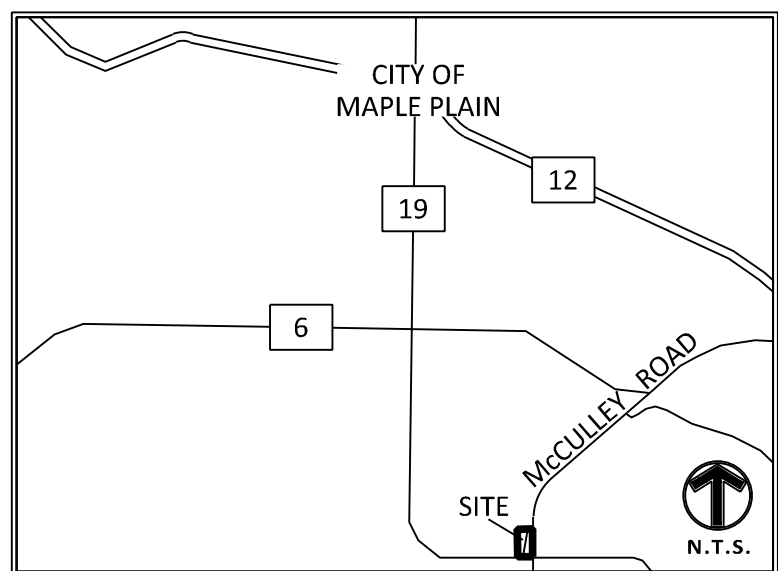
Containing 7,500 s.f. or 0.1722 acres

TOWER CENTER

TOWER CENTER	
	<u>Decimal Degrees</u>
LATITUDE:	N044.979239°
LONGITUDE:	W093.646050°
	<u>Degrees-Minutes-Seconds</u>
	N044° 58' 45.26"
	W093° 38' 45.78"

GROUND ELEVATION: 978.7 Feet (NAVD 88)

THE VICINITY MAP



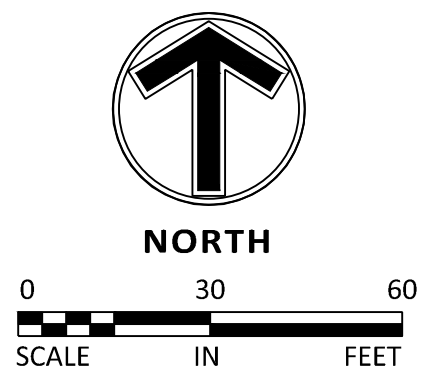
CERTIFICATION

I hereby certify to Vertical Bridge REIT, LLC, a Delaware limited liability company, its subsidiaries, and their respective successors and/or assigns, portions from Dominion (Texas) LLC, as Administrative Agent, for itself and on behalf of the lenders parties to this note to that certain Second Amended and Restated Loan Agreement dated June 17, 2016 with Vertical Bridge Holdco, LLC, as borrower and Vertical Bridge Holdco Parent, LLC, as parent, as may be amended, restated, modified or renewed, their successors and assigns as their interest may appear and Tower Title, LLC.

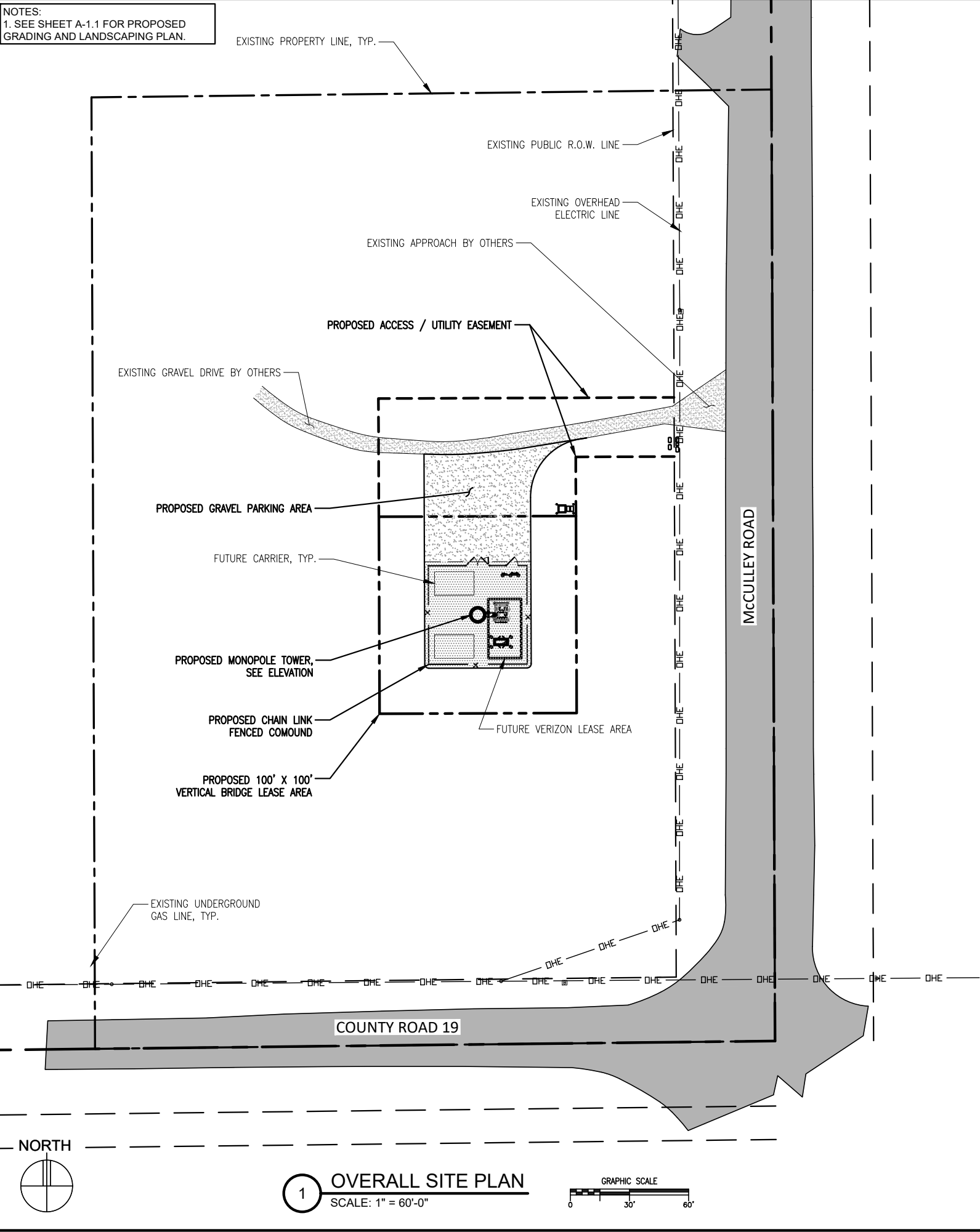
Dated this 12th day of November, 2024.

Sambatek, Inc.

Mark R. Salo
Minnesota License No. 43933
msalo@sambatek.com

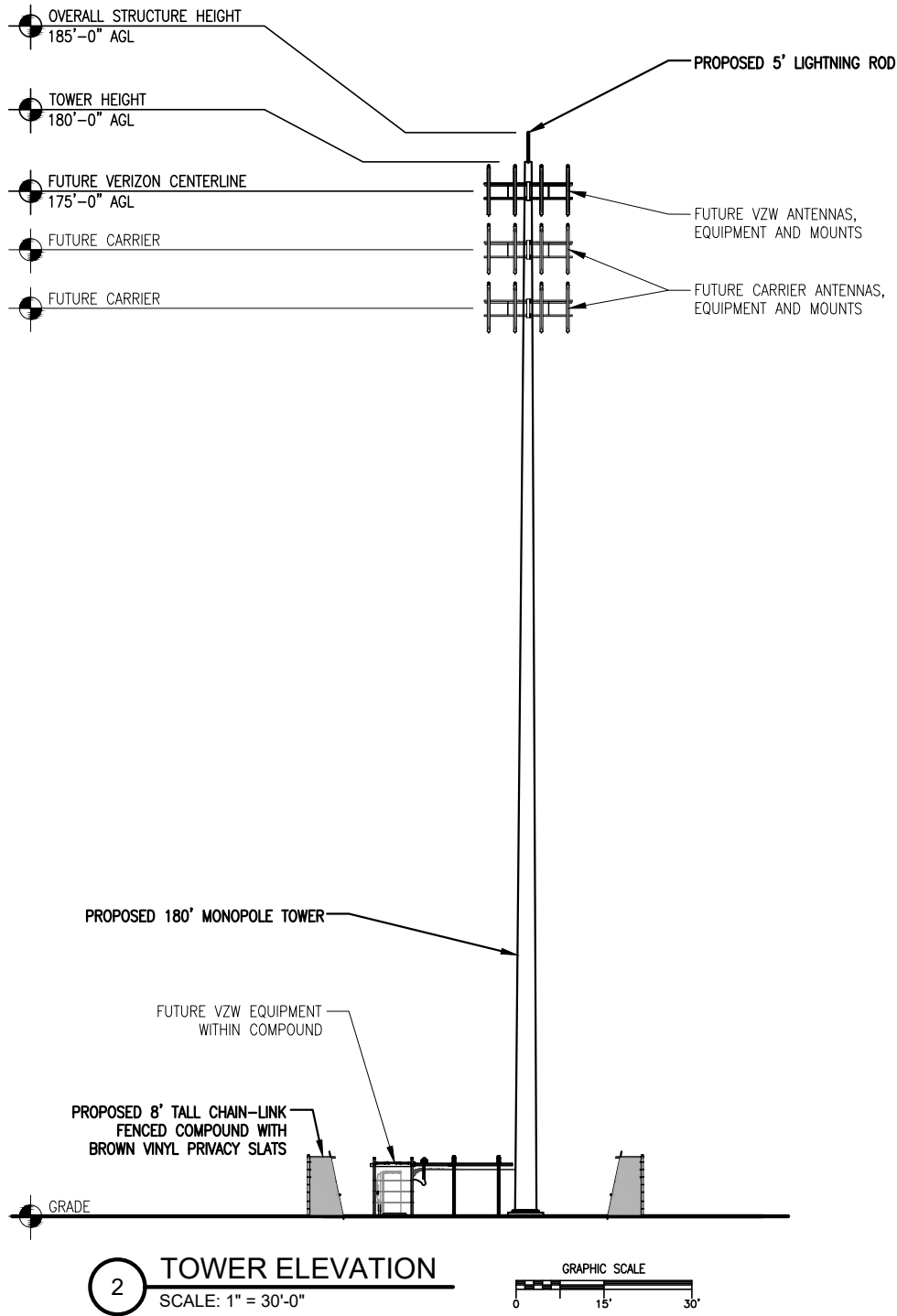


NOTES:
1. SEE SHEET A-1.1 FOR PROPOSED
GRADING AND LANDSCAPING PLAN.



NOTES:

1. THESE DRAWINGS DO NOT CONSTITUTE A WARRANTY, EXPRESSED OR IMPLIED, OF THE ACCURACY OF THE STRUCTURAL ANALYSES AND THE PERFORMANCE OF THE COMPLETED CONSTRUCTION AS SHOWN ON THESE DOCUMENTS AND THE STRUCTURAL ANALYSES.
2. NO STRUCTURAL ANALYSIS FOR THE TOWER OR FOUNDATION HAVE BEEN PERFORMED AS PART OF THESE DRAWINGS. THE STRUCTURAL ANALYSIS FOR THE TOWER AND FOUNDATION ARE BY THE TOWER SUPPLIER AND SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF THE PROJECT.
3. PLEASE COORDINATE ANY STRUCTURAL CONCERNS/MATTERS OR ANY LOADING MODIFICATIONS TO THE CONSULTANT WHO AUTHORED THE ANALYSIS AND NOTIFY DESIGN 1 IMMEDIATELY OF THE ISSUE.
4. TOWER FOUNDATION AND THE ACCESS DRIVE TO BE EXCAVATED AND CONSTRUCTED IN ACCORDANCE WITH RECOMMENDATIONS AND SPECIFICATIONS OF THE GEOTECHNICAL REPORT WHICH IS NOT INCLUDED IN THIS PACKAGE. DISCREPANCIES BETWEEN THE REPORT AND THE OTHER DOCUMENTS TO BE IMMEDIATELY REPORTED TO THE DESIGNER.
5. TOWER TO BE ERECTED AND INSTALLED IN ACCORDANCE WITH TOWER MANUFACTURER'S DRAWINGS NOT INCLUDED WITH THIS PACKAGE. DISCREPANCIES BETWEEN TOWER DRAWINGS AND DESIGNER DRAWINGS TO BE REPORTED THE DESIGNER IMMEDIATELY.
6. CONTRACTOR TO ENSURE TIP OF ANTENNAS DO NOT EXCEED TOWER HEIGHT.
7. ELEVATION IS SHOWN FOR GENERAL DIAGRAMMATIC PURPOSES ONLY. DO NOT SCALE.



PREPARED FOR:



THE TOWERS, LLC

750 PARK OF COMMERCE DR.
SUITE 200
BOCA RATON, FL 33487

NOT FOR
CONSTRUCTION

DESIGN 1

9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

PROJECT
US-MN-5154

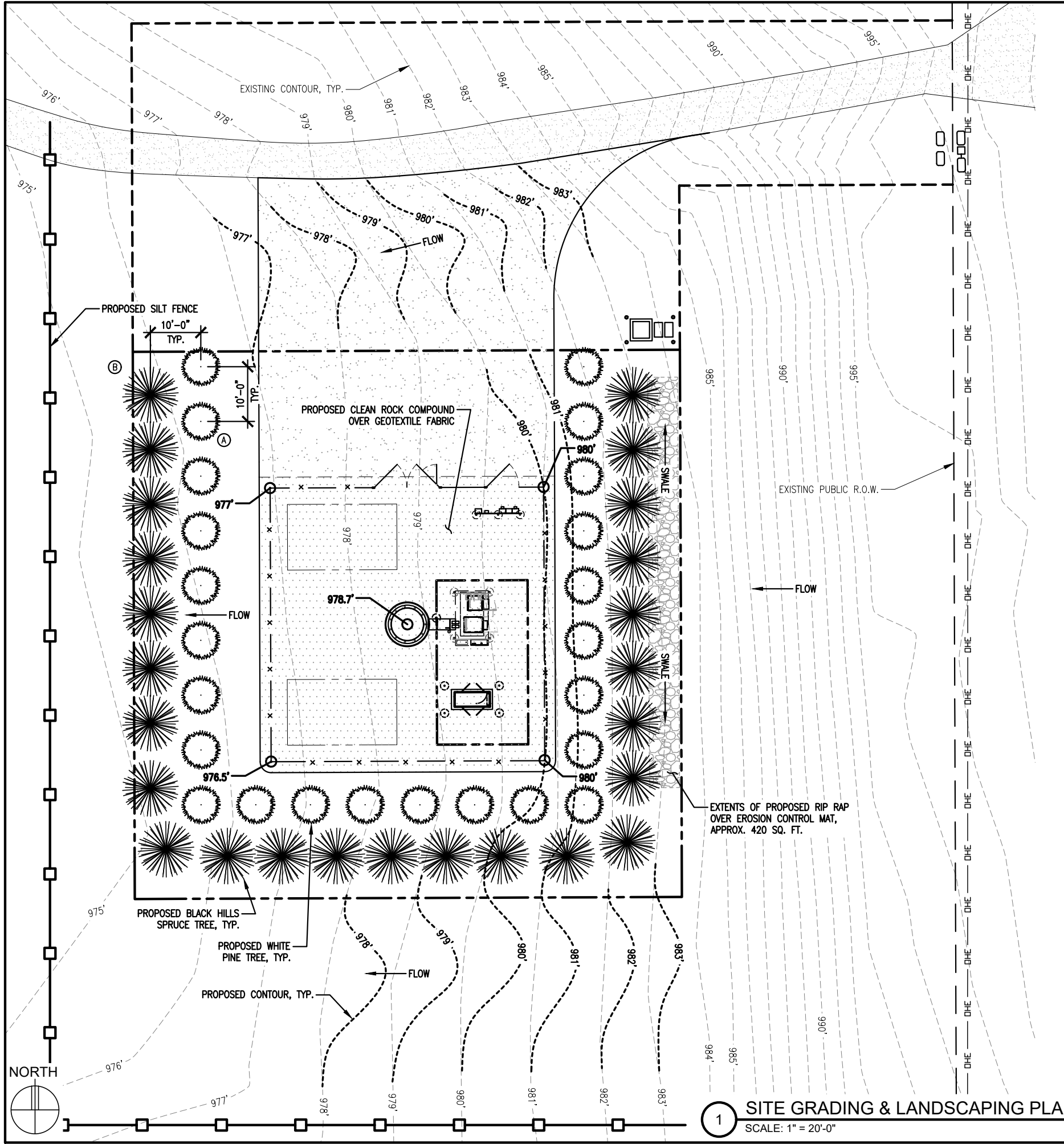
RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
OVERALL SITE PLAN
TOWER ELEVATION

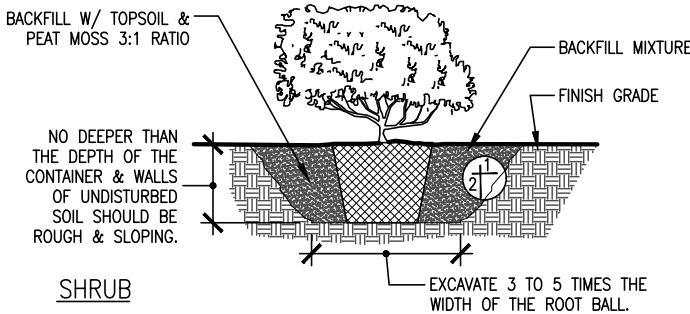
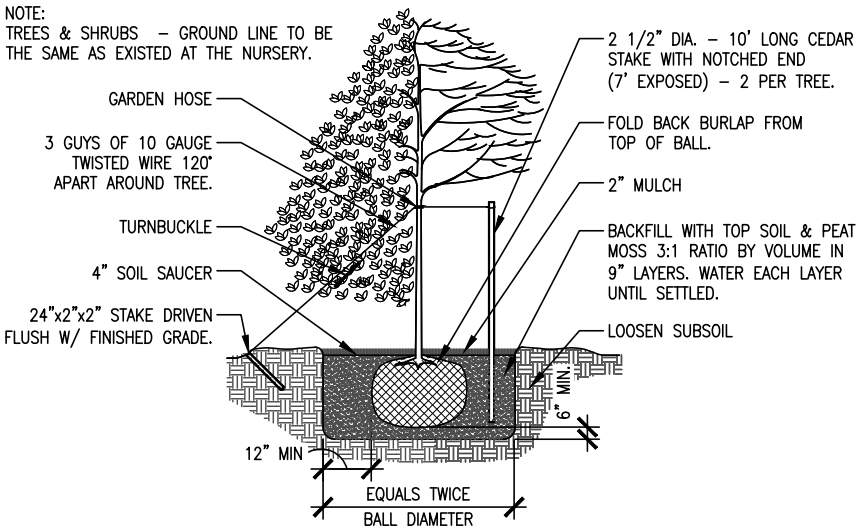
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REV. B	11-25-24
REV. C	01-23-25
REV. D	02-25-25
REV. E	04-09-25
REV. F	04-30-25

A-1



LANDSCAPE KEY					
SYMBOL	QTY.	COMMON NAME	BOTANICAL NAME	PLANTING SIZE	MATURE SIZE
	24	WHITE PINE	"PINUS STROBUS"	^A 6' MIN. BALLED & BURLAP	H: 50'-80' W: 20'-40'
	25	BLACK HILLS SPRUCE	PICEA GLAUCA 'DENSATA'	^B 6' MIN. BALLED & BURLAP	H: 20'-40' W: 10'-15'

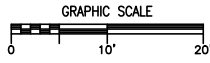
2 LANDSCAPE KEY
SCALE: N/A



3 PLANTING DETAIL
SCALE: 1/8" = 1'-0"



1 SITE GRADING & LANDSCAPING PLAN
SCALE: 1" = 20'-0"



NOT FOR
CONSTRUCTION

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EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

PROJECT
US-MN-5154

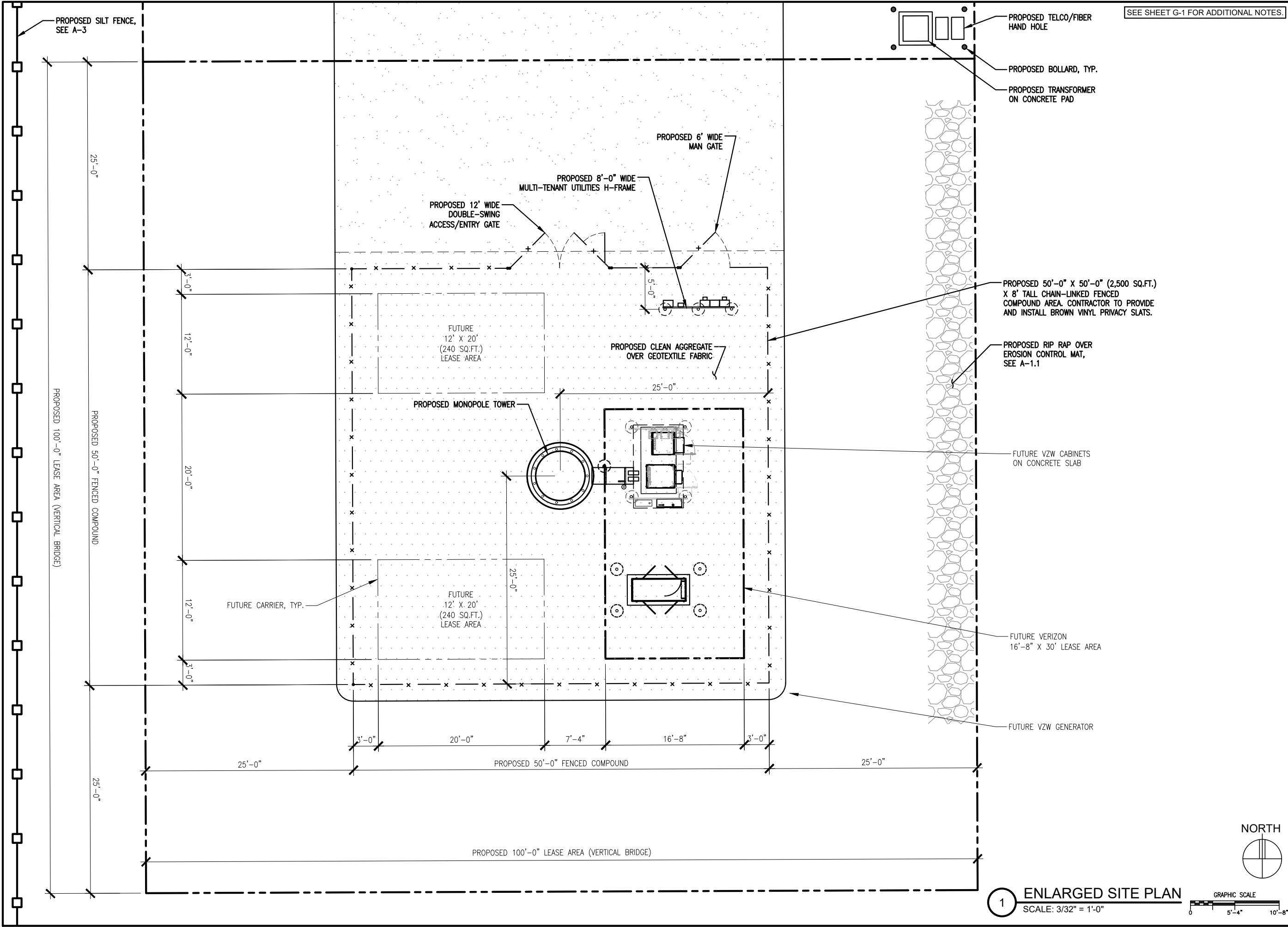
RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
SITE GRADING PLAN
LANDSCAPING PLAN, KEY
AND DETAIL

DRAWN BY:	SJD
CHECKED BY:	TAB
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REV. B	11-25-24
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REV. D	02-25-25
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A-1.1



SEE SHEET G-1 FOR ADDITIONAL NOTES.

PROPOSED TELCO/FIBER
HAND HOLE

PROPOSED BOLLARD, TYP.

PROPOSED TRANSFORMER
ON CONCRETE PAD

PROPOSED 6' WIDE
MAN GATE

PROPOSED 8'-0" WIDE
MULTI-TENANT UTILITIES H-FRAME

PROPOSED 12' WIDE
DOUBLE-SWING
ACCESS/ENTRY GATE

FUTURE
12' X 20'
(240 SQ.FT.)
LEASE AREA

PROPOSED CLEAN AGGREGATE
OVER GEOTEXTILE FABRIC

PROPOSED MONOPOLE TOWER

FUTURE
12' X 20'
(240 SQ.FT.)
LEASE AREA

FUTURE CARRIER, TYP.

PROPOSED 50'-0" X 50'-0" (2,500 SQ.FT.)
X 8' TALL CHAIN-LINKED FENCED
COMPOUND AREA. CONTRACTOR TO PROVIDE
AND INSTALL BROWN VINYL PRIVACY SLATS.

PROPOSED RIP RAP OVER
EROSION CONTROL MAT,
SEE A-1.1

FUTURE VZW CABINETS
ON CONCRETE SLAB

FUTURE VERIZON
16'-8" X 30' LEASE AREA

FUTURE VZW GENERATOR



1 ENLARGED SITE PLAN
SCALE: 3/32" = 1'-0"

PREPARED FOR:

vertical bridge

THE TOWERS, LLC

750 PARK OF COMMERCE DR.
SUITE 200
BOCA RATON, FL 33487

NOT FOR
CONSTRUCTION

DESIGN 1

9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
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PROJECT
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RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

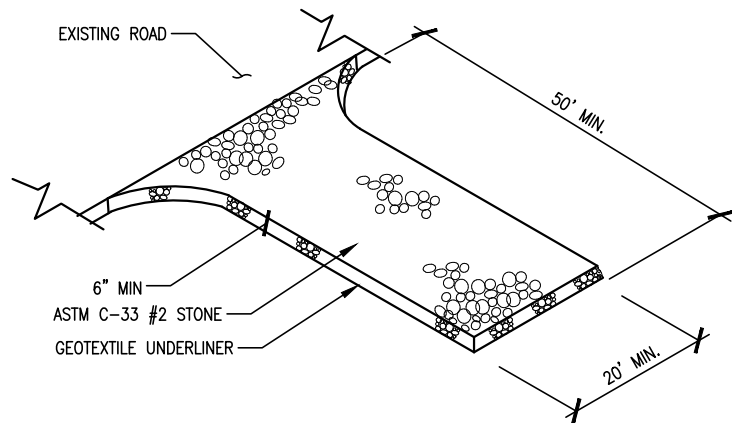
SHEET CONTENTS:
ENLARGED SITE PLAN

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CHECKED BY:	TAB
REV. A	11-14-24
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REV. C	01-23-25
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A-2

GRADING & EXCAVATING NOTES:

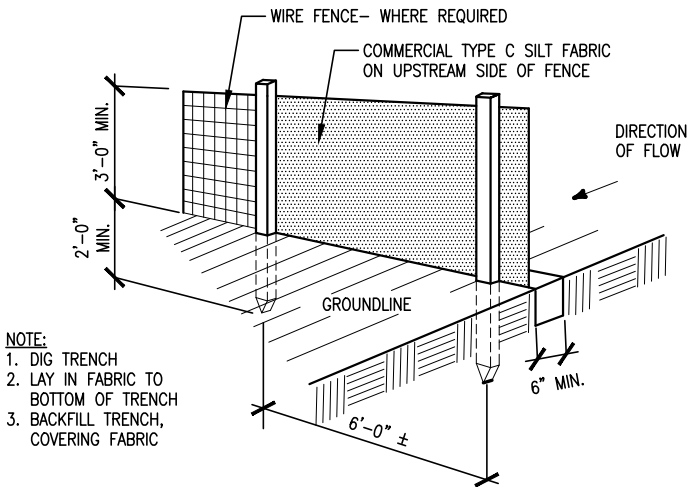
- ALL EXCAVATIONS ON WHICH CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIALLY HORIZONTAL ON UNDISTURBED AND UNFROZEN SOIL AND BE FREE FROM LOOSE MATERIAL AND EXCESS GROUNDWATER. DEWATERING FOR EXCESS GROUNDWATER SHALL BE PROVIDED IF REQUIRED.
- CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC MATERIAL. IF SOUND SOIL IS NOT REACHED AT THE DESIGNATED EXCAVATION DEPTH, THE UNSATISFACTORY SOIL SHALL BE EXCAVATED TO ITS FULL DEPTH AND EITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION BE FILLED WITH CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION.
- ANY EXCAVATION OVER THE REQUIRED DEPTH SHALL BE FILLED WITH EITHER MECHANICALLY COMPACTED GRANULAR MATERIAL OR CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION. CRUSHED STONE MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. STONE, IF USED, SHALL NOT BE USED AS COMPILING CONCRETE THICKNESS.
- AFTER COMPLETION OF THE FOUNDATION AND OTHER CONSTRUCTION BELOW GRADE, AND BEFORE BACKFILLING, ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND SO FORTH.
- USE APPROVED MATERIALS CONSISTING OF EARTH, LOAM, SANDY CLAY, SAND —BE FREE FROM CLODS OR STONES OVER 2–1/2" MAXIMUM DIMENSIONS —BE PLACED IN 6" LAYERS AND COMPACTED TO 95% STANDARD PROCTOR EXCEPT IN GRASSED/LANDSCAPED AREAS, WHERE 90% STANDARD PROCTOR
- REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE PRIOR TO PLACING FILLS. PLOW, STRIP, OR BREAK UP SLOPED SURFACES STEEPER THAN THAN 1 VERTICAL TO 4 HORIZONTAL SO FILL MATERIAL WILL BOND WITH EXISTING SURFACE. WHEN SUBGRADE OR EXISTING GROUND SURFACE TO RECEIVE FILL HAS A DENSITY LESS THAN THAT REQUIRED FOR FILL, BREAK UP GROUND SURFACE TO DEPTH REQUIRED, PULVERIZE, MOISTURE–CONDITION OR AERATE SOIL AND RECOMPACT TO REQUIRED DENSITY.
- PROTECT EXISTING GRAVEL SURFACING AND SUBGRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING OR OTHER SUITABLE MATERIALS DESIGNED TO SPREAD EQUIPMENT LOADS. REPAIR DAMAGE TO EXISTING GRAVEL SURFACING OR SUBGRADE WHERE SUCH DAMAGE IS DUE TO THE CONTRACTOR'S OPERATIONS. DAMAGED GRAVEL SURFACING SHALL BE RESTORED TO MATCH THE ADJACENT UNDAMAGED GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS.
- REPLACE EXISTING GRAVEL SURFACING ON AREAS FROM WHICH GRAVEL SURFACING IS REMOVED DURING CONSTRUCTION OPERATIONS. GRAVEL SURFACING SHALL BE REPLACED TO MATCH EXISTING ADJACENT GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS. SURFACES OF GRAVEL SURFACING SHALL BE FREE FROM CORRUGATIONS AND WAVES. EXISTING GRAVEL SURFACING MAY BE EXCAVATED SEPARATELY AND REUSED IF INJURIOUS AMOUNTS OF EARTH, ORGANIC MATTER, OR OTHER DELETERIOUS MATERIALS ARE REMOVED PRIOR TO REUSE. FURNISH ALL ADDITIONAL GRAVEL RESURFACING MATERIAL AS REQUIRED. BEFORE GRAVEL SURFACING IS REPLACED, SUBGRADE SHALL BE GRADED TO CONFORM TO REQUIRED SUBGRADE ELEVATIONS, AND LOOSE OR DISTURBED MATERIALS SHALL BE THOROUGHLY COMPACTED. DEPRESSIONS IN THE SUBGRADE SHALL BE FILLED AND COMPACTED WITH APPROVED SELECTED MATERIAL. GRAVEL SURFACING MATERIAL MAY BE USED FOR FILLING DEPRESSIONS IN THE SUBGRADE, SUBJECT TO ENGINEER'S APPROVAL.
- DAMAGE TO EXISTING STRUCTURES AND UTILITIES RESULTING FROM CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED/REPLACED TO OWNER'S SATISFACTION AT CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH PROPERTY OWNER SO AS TO AVOID INTERRUPTIONS TO PROPERTY OWNER'S OPERATIONS.
- ENSURE POSITIVE DRAINAGE DURING AND AFTER COMPLETION OF CONSTRUCTION.
- ALL CUT AND FILL SLOPES SHALL BE MAXIMUM 2 HORIZONTAL TO 1 VERTICAL.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING SITE VEHICLE TRAFFIC AS TO NOT ALLOW VEHICLES LEAVING THE SITE TO TRACK MUD ONTO PUBLIC STREETS. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING PUBLIC STREETS DUE TO MUDDY VEHICLES LEAVING THE SITE.



1 CONSTRUCTION EXIT DETAIL

GENERAL EROSION & SEDIMENT CONTROL NOTES:

- THE SOIL EROSION AND SEDIMENT CONTROL MEASURES AND DETAILS AS SHOWN HEREIN AND STIPULATED WITHIN STATE STANDARDS SHALL BE FOLLOWED AND INSTALLED IN A MANNER SO AS TO MINIMIZE SEDIMENT LEAVING THE SITE.
- PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, THE LIMITS OF LAND DISTURBANCE SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, RIBBONS, OR OTHER APPROPRIATE MEANS.
- EROSION CONTROL DEVICES SHALL BE INSTALLED BEFORE GROUND DISTURBANCE OCCURS. THE LOCATION OF SOME OF THE EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM SHOWN ON THE APPROVED PLANS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE DIFFERENT FROM THE FINAL PROPOSED DRAINAGE PATTERNS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH EROSION CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES DURING CONSTRUCTION. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
- THE LOCATION OF SOME OF THE EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM THAT SHOWN ON THE PLANS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE DIFFERENT FROM THE FINAL PROPOSED DRAINAGE PATTERNS. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
- CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES UNTIL PERMANENT VEGETATION HAS BEEN ESTABLISHED. CONTRACTOR SHALL CLEAN OUT ALL SEDIMENT PONDS WHEN REQUIRED BY THE ENGINEER OR THE LOCAL JURISDICTION INSPECTOR. CONTRACTOR SHALL INSPECT EROSION CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
- THE CONTRACTOR SHALL REMOVE ACCUMULATED SILT WHEN THE SILT IS WITHIN 12" OF THE TOP OF THE SILT FENCE.
- FAILURE TO INSTALL, OPERATE OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB SITE UNTIL SUCH MEASURES ARE CORRECTED.
- SILT BARRIERS TO BE PLACED AT DOWNSTREAM TOE OF ALL CUT AND FILL SLOPES.
- ALL CUT AND FILL SLOPES MUST BE SURFACED ROUGHENED AND VEGETATED WITHIN SEVEN (7) DAYS OF THEIR CONSTRUCTION.
- CONTRACTOR SHALL REMOVE ALL EROSION & SEDIMENT CONTROL MEASURES AFTER COMPLETION OF CONSTRUCTION AND ESTABLISHMENT OF PERMANENT GROUND COVER.
- THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND–DISTURBING ACTIVITIES.



- NOTE:
- DIG TRENCH
 - LAY IN FABRIC TO BOTTOM OF TRENCH
 - BACKFILL TRENCH, COVERING FABRIC

2 SILT FENCE DETIAL

SEEDING GUIDELINES:

FINAL STABILIZATION OF ALL DISTURBED AREAS, UNLESS OTHERWISE NOTED, SHALL BE LOAMED AND SEEDED. LOAM SHALL BE PLACED AT A MINIMUM COMPACTED DEPTH OF 4". RECOMMENDED SEEDING DATES FOR PERMANENT VEGETATION SHALL BE BETWEEN JUNE 15 THROUGH AUGUST 1 AND SEPTEMBER 15 THROUGH OCTOBER 15. TEMPORARY VEGETATIVE MEASURES SHALL CONSIST OF AN ANNUAL OR PERENNIAL RYE GRASS WITH RECOMMENDED SEEDING DATES BEING FROM JUNE 1 THROUGH AUGUST 15 AND SEPTEMBER 30 THROUGH NOVEMBER 30.

EVALUATE PROPOSED COVER MATERIAL:

BEFORE SPREADING COVER MATERIAL OVER THE DESIGNATED AREA, OBTAIN A REPRESENTATIVE SOIL SAMPLE AND SUBMIT TO A REPUTABLE SOIL TESTING LABORATORY FOR CHEMICAL AND PHYSICAL ANALYSIS. THE PRELIMINARY TEST IS NECESSARY TO DETERMINE THE REQUIRED INORGANIC AND/OR ORGANIC AMENDMENTS THAT ARE NEEDED TO ASSIST IN ESTABLISHING THE SEED MIXTURE IN AN ENVIRONMENTALLY AND ECONOMICALLY SOUND MANNER. THE RESULTS WILL GIVE THE COVER MATERIAL CHARACTERISTICS SUCH AS pH AND FERTILIZATION NEEDS. THESE RESULTS SHALL BE KEPT ON–SITE B THE CONTRACTOR AND AVAILABLE FOR REVIEW BY THE COUNTY.

SEED BED PREPARATION:

PROPOSED COVER MATERIAL SHOULD BE SPREAD EVENLY OVER THE SITE AREA IN A MINIMUM 4" LIFT VIA BULLDOZER/BUCKET LOADER. USING THE INFORMATION FROM THE SOIL ANALYSIS, CAREFULLY CALCULATE THE QUANTITIES OF LIMESTONE AND PRE–PLANT FERTILIZER NEEDED PRIOR TO APPLYING. PRE–PLANT AMENDMENTS CAN BE APPLIED WITH A BROADCAST AND/OR DROP SEEDER AND INCORPORATED WITH AN OFFSET DISK, YORK RAKE, AND/OR HAND RAKE. AFTER INCORPORATION THE PRE–PLANT SOIL AMENDMENTS, THE SEED BED SHOULD BE SMOOTH AND FIRM PRIOR TO SEEDING. THE FOLLOWING SEED MIXTURES SHALL BE USED AS NOTED:

SEED MIXTURE:

SPECIES/VARIETY	LBS/ACRE
CREEPING RED	20
FESCUE	20
KENTUCKY	5
BLUEGRASS	
PERENNIAL	
RYEGRASS	

SEED TIME AND METHOD:

THE PREFERRED TIME FOR SEEDING THE COOL SEASON MIXTURE IS LATE SUMMER. SOIL AND AIR TEMPERATURES ARE IDEAL FOR SEED GERMINATION AND SEEDING GROWTH. WEED COMPETITION IS REDUCED BECAUSE SEEDS OF MANY WEED SPECIES GERMINATE EARLIER IN THE GROWING SEASON. ADDITIONALLY, HERBICIDE USE IS GREATLY REDUCED. HOWEVER, SEEDING MAY BE DONE AT ANY OF THE ABOVE NOTED TIMES.

MULCHING:

NEWLY SEEDED AREAS SHOULD BE MULCHED TO INSURE ADEQUATE MOISTURE FOR SUCCESSFUL TURF ESTABLISHMENT AND TO PROTECT AGAINST SURFACE MOVEMENT OF SEDIMENT–BOUND AGROCHEMICALS AND SOIL EROSION. IF MULCHING PROCEDURES ARE NOT SPECIFIED ON PLANS, APPLY GOOD QUALITY STRAW OR HAY AT A RATE OF 2 BALES/1000 SQ. FT. OTHER COMMERCIALY AVAILABLE MULCHES CAN BE USED.

CONSTRUCTION NOTES FOR FABRICATED SILT FENCE:

- WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES
 - FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION.
 - WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVER–LAPPED BY SIX INCHES AND FOLDED.
 - MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.
 - ALL SILT FENCE MATERIALS MUST BE LISTED ON THE CURRENT STATES. D.O.T. QUALIFIED PRODUCTS LIST.
- POSTS: STEEL EITHER T OR U
- FENCE: WOVEN WIRE, 14 GA. 6" MAX. MESH OPENING.
- FILTER CLOTH: FILTER X, MIRAFI 100X" STABLINKA T140N OR APPROVED EQUAL.
- PREFABRICATED UNIT: GEOFAB, ENVIROFENCE OR APPROVED EQUAL

PREPARED FOR:



THE TOWERS, LLC

750 PARK OF COMMERCE DR.
SUITE 200
BOCA RATON, FL 33487

NOT FOR
CONSTRUCTION

DESIGN 1

9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
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PROJECT
US-MN-5154

RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:

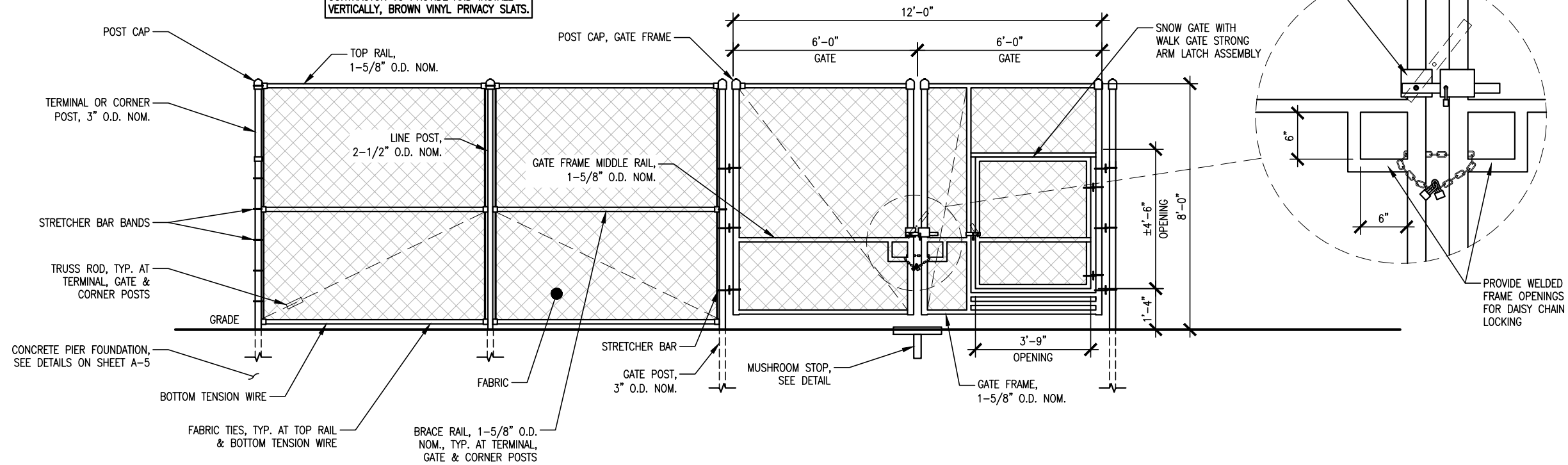
DRAINAGE,
GRADING & EROSION
CONTROL NOTES & DETAILS

DRAWN BY:	SJD
CHECKED BY:	TAB
REV. A	11-14-24
REV. B	11-25-24
REV. C	01-23-25
REV. D	02-25-25
REV. E	04-09-25
REV. F	04-30-25

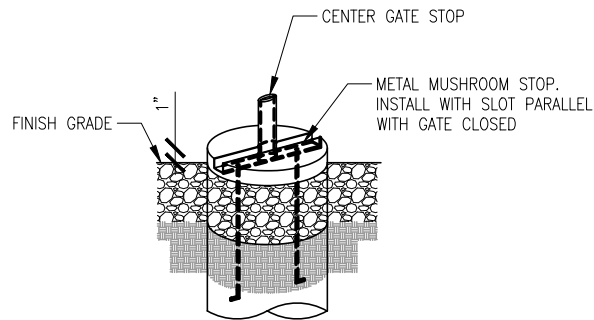
A-3

NOTE:
CONTRACTOR TO INSTALL NUTS
ON ALL BOLTS TOWARDS THE
INTERIOR OF THE COMPOUND

NOTE:
CONTRACTOR TO PROVIDE AND INSTALL
VERTICALLY, BROWN VINYL PRIVACY SLATS.



1 GATE DETAIL
SCALE: 1/4" = 1'-0"



2 MUSHROOM STOP DETAIL

PREPARED FOR:

vertical bridge

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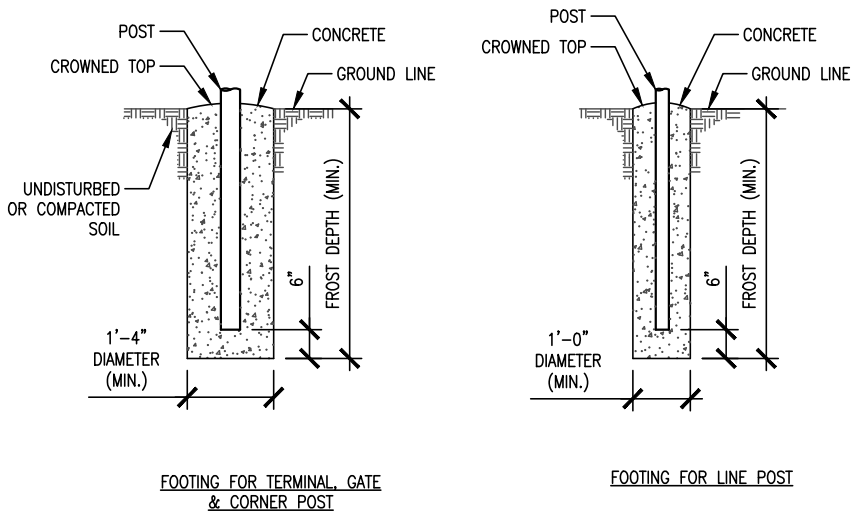
SHEET CONTENTS:
FENCE DETAILS

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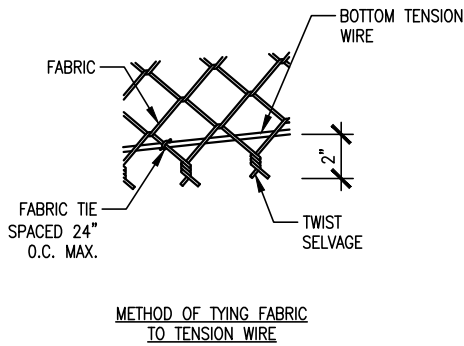
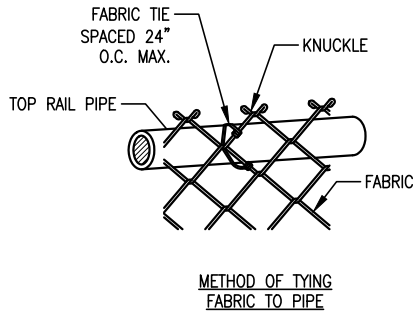
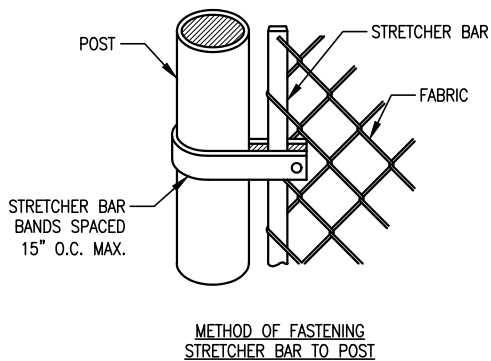
NOTES:

1. ZINC COATING – THE WEIGHT OF THE COATING SHALL NOT BE LESS THAN 1.2 OUNCES PER SQUARE FOOT OF ACTUAL SURFACE COVERED. ALL FERROUS METALS USED AS PART OF THE FENCE INSTALLATION SHALL BE HOT DIP GALVANIZED OR STAINLESS STEEL. ALL SCREWS, BOLTS, LOCK WASHERS, NUTS, ETC. SHALL BE HOT DIP GALVANIZED OR MADE OF STAINLESS STEEL.
2. FABRIC – STANDARD INDUSTRIAL GRADE, 9 GAUGE WITH 2 INCH MESH (KNUCKLE & TWIST SELVAGE) ZINC COATED CHAIN LINK WITH A BREAKING STRENGTH OF NOT LESS THAN 1290 POUNDS SHALL BE USED. THE FABRIC SHALL BE ZINC COATED BY THE HOT DIP PROCESS AFTER FABRICATION.
3. METAL POSTS – METAL POSTS (LINE, CORNER, TERMINAL, GATE POSTS, MIDDLE RAILS, BRACES AND TOP RAIL) SHALL BE HOT DIP GALVANIZED SCHEDULE 40 TUBULAR STEEL WITH A NOMINAL OUTSIDE DIAMETER AS INDICATED IN THE DRAWINGS.
4. POST CAPS – LINE, CORNER, TERMINAL AND GATE POST CAPS TO INCLUDE A BARBED WIRE OUTRIGGER BRACKET AND SHALL BE ATTACHED TO THE POST WITH TAMPER RESISTANT SCREWS, BRADS, OR BOLTS. GATE FRAME POST CAPS TO BE PRESSED STEEL DOME TYPE.
5. TOP RAIL – A MINIMUM OF ONE COUPLING IN EACH STRAIGHT RUN OF TOP RAIL, SHALL HAVE A HEAVY SPRING INSERTED WITHIN THE COUPLING TO TAKE UP EXPANSION AND CONTRACTION OF THE TOP RAIL. THE TOP RAIL SHALL BE FASTENED TO TERMINAL POSTS WITH PRESSED STEEL CONNECTIONS.
6. GATE FRAME MIDDLE RAIL – THE MIDDLE RAIL SHALL BE OF THE SAME MATERIAL AS THE TOP RAIL AND INSTALLED WITH HOT DIP GALVANIZED FITTINGS ATTACHED TO THE POSTS.
7. BRACE RAIL – BRACE RAIL MATERIAL SHALL BE OF THE MATERIAL AS THE TOP RAIL AND LOCATED 1/2 OF THE DISTANCE UP FROM THE BOTTOM OF THE FABRIC. BRACE RAILS SHALL BE SECURELY FASTENED TO POSTS BY SUITABLE PRESSED STEEL CONNECTIONS.
8. TRUSS RODS – SHALL BE 3/8" ROUND GALVANIZED STEEL RODS WITH GALVANIZED TURNBUCKLES.
9. BOTTOM TENSION WIRE – THE TENSION WIRE SHALL BE OF 7 GAUGE HOT DIP GALVANIZED SPRING TENSION WIRE WITH A BREAKING STRENGTH OF NOT LESS THAN 1900 POUNDS. THIS WIRE SHALL BE KEPT TAUT WITH GALVANIZED TURNBUCKLES AND ATTACHED TO POSTS WITH GALVANIZED HARDWARE OR CABLE CLAMPS.
10. FABRIC TIES – THE FABRIC TIES SHALL BE ALUMINUM WIRE. NOT LESS THAN 9 GAUGE.
11. STRETCHER BARS – THE STRETCHER BARS SHALL BE FLAT GALVANIZED STEEL BARS NOT LESS THAN 5/16" X 3/4" AND NOT LESS THAN 2" SHORTER THAN THE FABRIC. STRETCHER BAR BANDS SHALL BE FLAT GALVANIZED STEEL BARS NOT LESS THAN 5/16" X 1 1/2" WITH 5/16" DIAMETER GALVANIZED CARRIAGE BOLT.
12. GATE FRAMES SHALL BE CONSTRUCTED OF HEAVY DUTY GALVANIZED STEEL PIPE. THE GATES SHALL BE ASSEMBLED USING CORNER FITTINGS OF HEAVY PRESSED STEEL OR MALLEABLE CASTINGS OR MAY BE WELDED IF THE ENTIRE GATE FRAME IS HOT DIP GALVANIZED AFTER THE WELDING. ALL GATES SHALL BE EQUIPPED WITH HEAVY DUTY GALVANIZED STEEL TYPE HINGES WITH LARGE BEARING SURFACES OF ADEQUATE STRENGTH TO SUPPORT THE GATE. THE HINGES SHALL NOT TWIST OR TURN UNDER THE ACTION OF THE GATE. GATES WILL PROVIDE A FULL RANGE OF MOTION AND BE EASILY OPENED AND CLOSED BY ONE PERSON. DOUBLE GATE LATCH SHALL BE DAC INDUSTRIES COMMERCIAL STRONG ARM LATCH #4000. SNOW GATE LATCH SHALL BE DAC INDUSTRIES WALK GATE STRONG ARM LATCH #4300. LATCHES SHALL BE EQUIPPED TO RECEIVE A PADLOCK.
13. PROVIDE R.F. WARNING SIGNAGE ON ALL GATES.



1 POST FOOTINGS

NOTE:
CONTRACTOR TO PROVIDE AND INSTALL
VERTICALLY, BROWN VINYL PRIVACY SLATS.



2 FABRIC/BAR CONNECTIONS

PREPARED FOR:



THE TOWERS, LLC

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PROJECT
US-MN-5154

RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
FENCE NOTES
FENCE DETAILS

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CHECKED BY:	TAB
REV. A	11-14-24
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A-5



A | OWNER CONTACT SIGN
18" HIGH X 24" WIDE
WHITE BACKGROUND, BLACK LETTERING
MOUNTING LOCATION: LEFT GATE
QUANTITY: 1



B | FCC REGISTRATION SIGN
8" HIGH X 12" WIDE
WHITE/GREEN BACKGROUND, WHITE/BLACK LETTERING
MOUNTING LOCATION: RIGHT GATE & BASE OF TOWER
QUANTITY: 2



C | NO TRESPASSING
10" HIGH X 14" WIDE
WHITE/BLACK/RED BACKGROUND, BLACK/WHITE LETTERING
MOUNTING LOCATION: ADJACENT TO LEFT GATE &
CENTERED ON OTHER THREE FENCED SIDES (QTY. 4)



D | RF GUIDELINES SIGN
8" HIGH X 12" WIDE
YELLOW BACKGROUND, BLACK LETTERING
MOUNTING LOCATION: RIGHT GATE & BASE OF TOWER
QUANTITY: 2

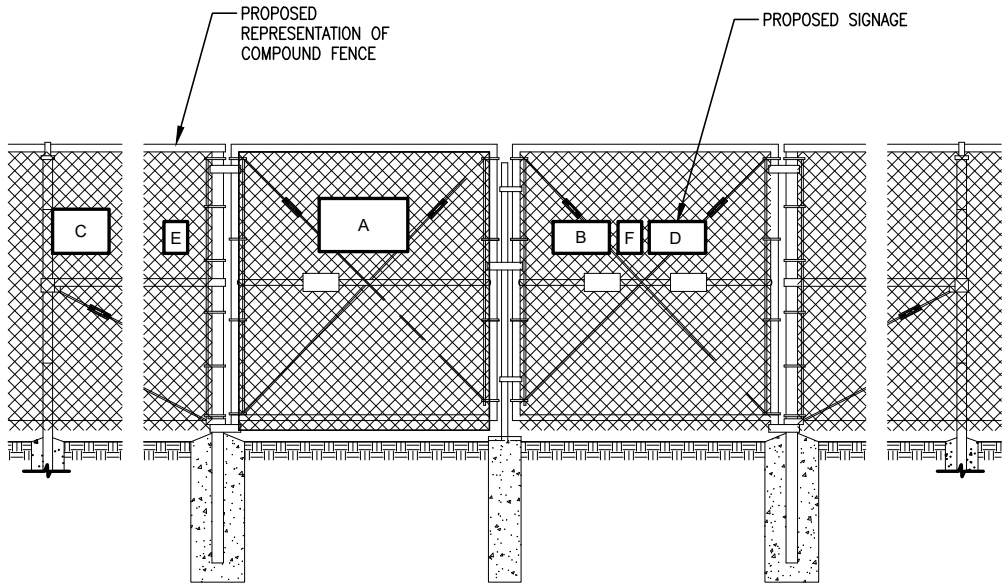


E | NOTICE RF SIGN (BLUE)
12" HIGH X 8" WIDE
WHITE/BLUE BACKGROUND, WHITE/BLACK LETTERING
MOUNTING LOCATION: ADJACENT TO LEFT GATE
QUANTITY: 1

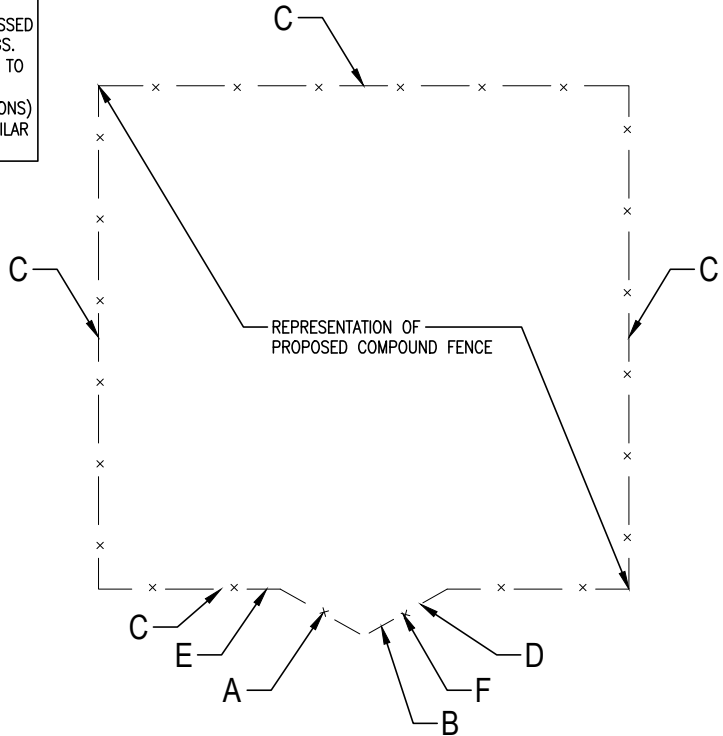


F | NOTICE RF SIGN (YELLOW)
12" HIGH X 8" WIDE
WHITE/YELLOW BACKGROUND, BLACK LETTERING
MOUNTING LOCATION: RIGHT GATE QUANTITY: 1

- NOTES:
1. SIGNAGE, PLAN, & ELEVATION IS SHOWN FOR INFORMATION PURPOSES ONLY. CONTRACTOR TO VERIFY EXACT PLACEMENT WITH TOWER OWNER
 2. SIGNS SHALL BE FABRICATED FROM CORROSION RESISTANT PRESSED METAL AND PAINTED WITH LONG LASTING UV RESISTANT COATINGS. SIGNS (EXCEPT WHERE NOTED OTHERWISE) SHALL BE MOUNTED TO THE TOWER, GATE, & FENCE USING A MINIMUM OF 9 GAUGE ALUMINUM WIRE, HOG RINGS (AS UTILIZED IN FENCE INSTALLATIONS) OR BRACKETS WHERE NECESSARY. BRACKETS SHALL BE OF SIMILAR METAL AS THE STRUCTURE TO AVOID GALVANIC CORROSION.



1 | SITE SIGNAGE



PREPARED FOR:



THE TOWERS, LLC
750 PARK OF COMMERCE DR.
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RED OAK

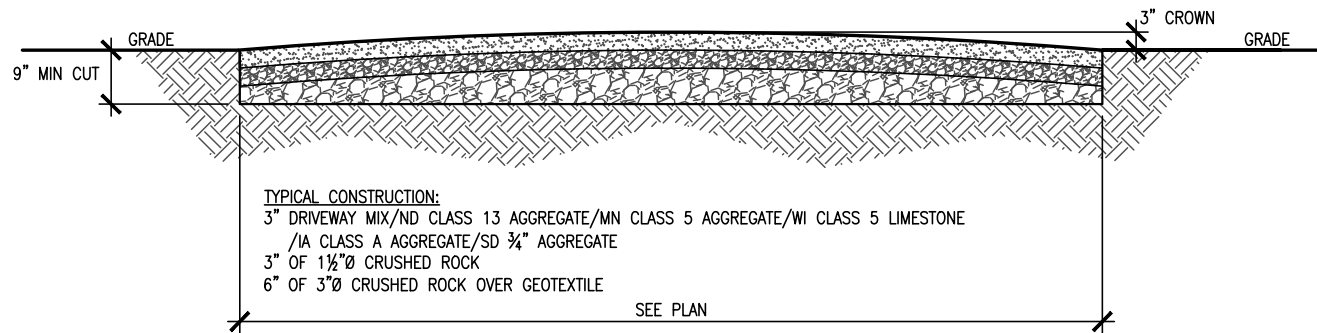
87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
SITE SIGNAGE DETAILS

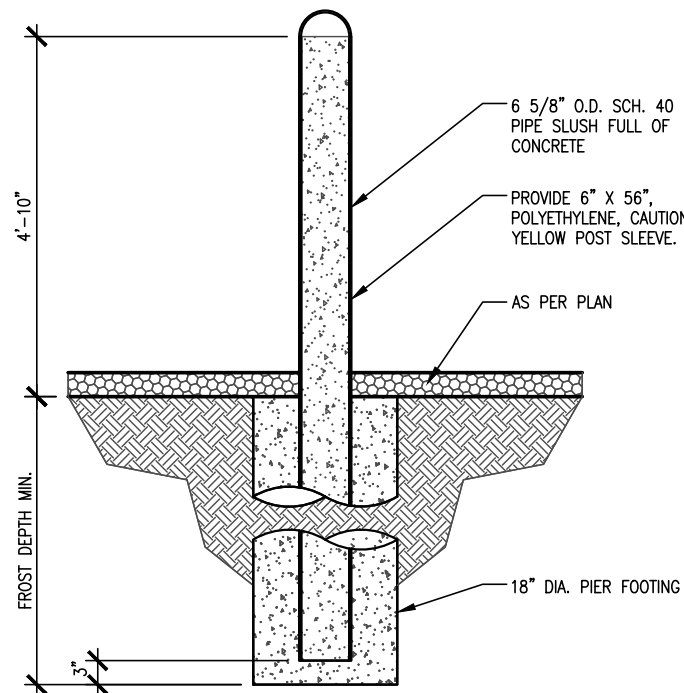
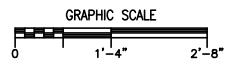
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REV. E	04-09-25
REV. F	04-30-25

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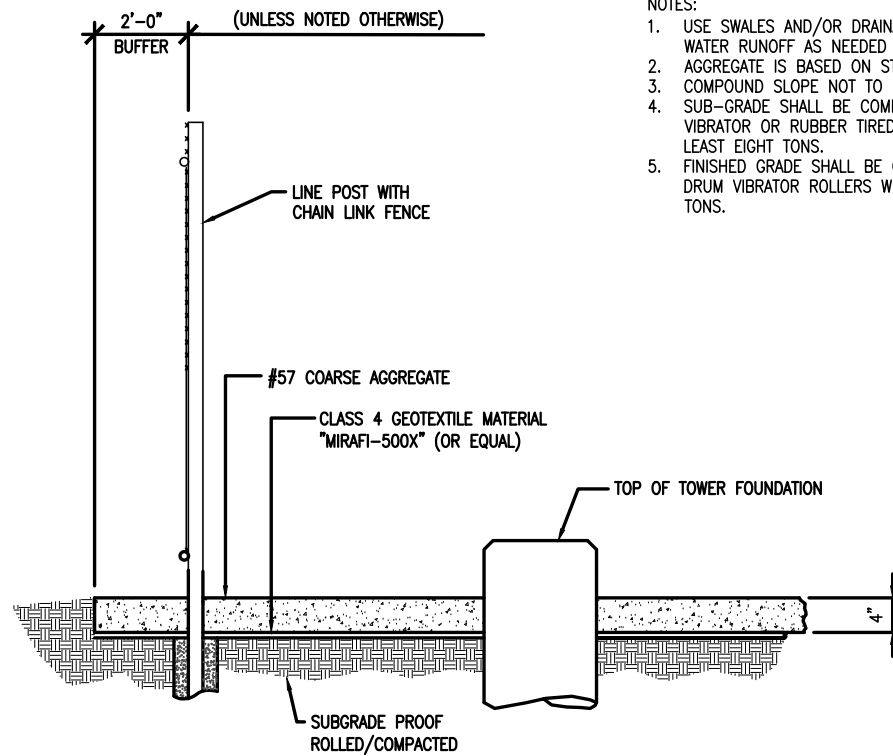
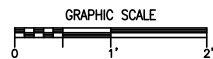
- NOTES:
1. PREPARE SUB-GRADE AND CONSTRUCT IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
 2. ANY VARIANCE FROM THIS ROADWAY DESIGN MUST BE SUBMITTED AND APPROVED PRIOR TO BID.
 3. CONTRACTOR TO COMPACT EACH LAYER OF ROCK IN ACCORDANCE WITH ASTM & LOCAL STANDARDS.



1 GRAVEL DRIVE SECTION
SCALE: 3/8" = 1'-0"

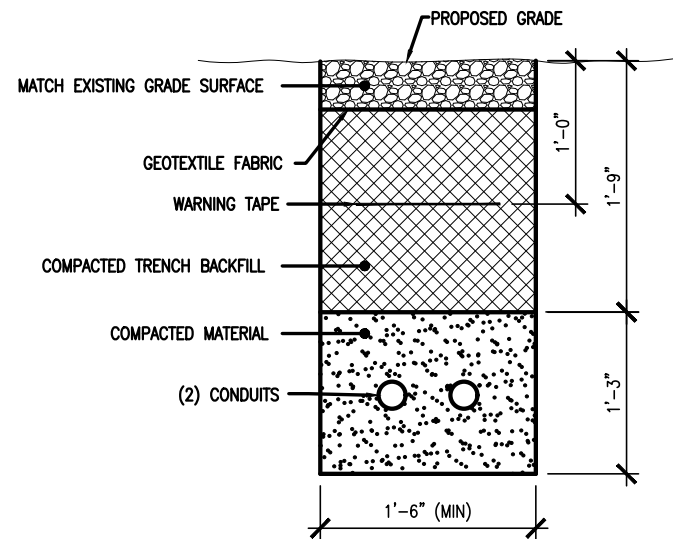


3 BOLLARD DETAIL
SCALE: 1/2" = 1'-0"



2 COMPOUND SURFACING DETAIL

- NOTES:
1. USE SWALES AND/OR DRAINAGE DITCHES FOR PROPER WATER RUNOFF AS NEEDED
 2. AGGREGATE IS BASED ON STANDARD AASHTO
 3. COMPOUND SLOPE NOT TO EXCEED 5%
 4. SUB-GRADE SHALL BE COMPACTED BY SHEEPS FOOT VIBRATOR OR RUBBER TIRED ROLLERS WEIGHING AT LEAST EIGHT TONS.
 5. FINISHED GRADE SHALL BE COMPACTED BY SMOOTH DRUM VIBRATOR ROLLERS WEIGHING AT LEAST EIGHT TONS.



4 UTILITY TRENCH DETAIL

PREPARED FOR:

vertical bridge

THE TOWERS, LLC

750 PARK OF COMMERCE DR.
SUITE 200
BOCA RATON, FL 33487

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DESIGN 1

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PROJECT
US-MN-5154

RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
GRAVEL DRIVE SECTION
SURFACING DETAIL
BOLLARD DETAIL
UTILITY TRENCH DETAIL

DRAWN BY:	SJD
CHECKED BY:	TAB
REV. A	11-14-24
REV. B	11-25-24
REV. C	01-23-25
REV. D	02-25-25
REV. E	04-09-25
REV. F	04-30-25

A-7



1 SITE PHOTO
VIEW: LOOKING EAST



2 SITE PHOTO
VIEW: LOOKING NORTH



3 SITE PHOTO
VIEW: LOOKING WEST



4 SITE PHOTO
VIEW: LOOKING NORTH

PREPARED FOR:



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750 PARK OF COMMERCE DR.
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SHEET CONTENTS:
PHOTOS

DRAWN BY: SJD

CHECKED BY: TAB

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REV. B 11-25-24

REV. C 01-23-25

REV. D 02-25-25

REV. E 04-09-25

REV. F 04-30-25

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GENERAL GROUNDING NOTES:

An external buried ground ring (Lead 1) shall be established around the equipment cabinets and tower foundations. Lead 1 shall be kept 24" from foundations; if foundations are less than 48" apart, keep Lead 1 centered between them. If the tower base is over 20'-0" from the equipment cabinets, a separate Lead 1 shall be established around each foundation, and the two Lead 1s shall be bonded with two parallel leads at least 6 feet apart horizontally. Connections between the two Lead 1s shall be bi-directional.

All subgrade connections shall be by exothermic weld, brazed weld, or gas-tight UL467-listed compression fittings pre-filled with anti-oxidant compound. Subgrade connections shall not be 'cold galvanize' coated.

Lead 1 shall be #2 solid bare tin-clad (SBTC) copper wire buried at local frost depth. Lead 1 bends shall be minimum 24" radius. 'Whip' lead bends may be of 12" radius.

Ground rods shall be galvanized steel, 5/8"Ø, spaced twenty feet apart, or as shown. Rods shall be kept min. 24 inches from foundations. Ground rods are required to be installed at their full specified length. Depth shall be as shown in Detail 11.1 in the Verizon Wireless Standard Detail Booklet.

SPECIAL CONSIDERATIONS FOR GROUND RODS:

When ground rods are not specified to be backfilled w/ Bentonite Slurry: If boulders, bedrock, or other obstructions prevent driving of ground rods, the Contractor will need to have drilling equipment bore a hole for ground rod placement. Hole to be backfilled w/ Bentonite Slurry.

When specified with slurried Bentonite encasement, drilling equipment will be need to be used to be bore a hole for ground rod placement. Slurry shall be made from pelletized material ("Grounding Gravel"); powdered Bentonite is not allowed. If boulders, bedrock, or other obstructions are found, Contractor shall drill to the specified depth and provide Bentonite encasements.

Above-grade connections shall be by lugs w/ two-hole tongues unless noted otherwise, joined to solid leads by welding (*T&B 54856BE "BROWN"*), self-threading (*RECOGNIZED, EM 2522DH.75.312*), or 10,000psi crimping (*BURNDY YA3C 2TC 14E2*). Surfaces that are galvanized or coated shall have coating(s) removed prior to bolting. Bolts shall be stainless steel with flat washers on each side of the connection and a lock washer beneath the fastening nut. Star-tooth washers shall be used between lug & dissimilar metal (copper-to-steel, etc) but are not required between tin-clad CU lugs & tin-clad CU bus bars. Lug tongues shall be coated with anti-oxidant compound, and excess compound wiped clean after bolting. The connection shall then be coated with cold-galvanizing compound, or with color-matching paint.

Ground bars exposed to weather shall be tin-clad copper, and shall be clean of any oxidation prior to lug bolting.

Galvanized items shall have zinc removed within 1" of weld area, and below lug surface contact area. After welding or bolting, the joint shall be coated with cold galvanizing compound.

Ground Bar leads

Ground bars are isolated electrically from tower bottoms and equipment cabinets by their standoff mounts. Leads from each ground bar to the ground ring shall be a pair of #2 SBTC, each connected to Lead 1 bi-directionally with #2 SBTC 'jumpers'. Pairs of #2 SBTC may be required between ground bars. Leads shall be routed to ground bars as follows:

- * The Main Ground Bar (MGB), typically mounted adjacent to the ILC (location varies).
- * The Port Ground Bars (PGB), mounted inside and outside on the equipment shelter walls beneath the transmission line port. Note: Transmission line grounds also attach to the PGBs.
- * The Tower Ground Bar (TGB) mounted at the base of the tower. Note: Transmission line grounds also attach to the TGBs.

NOTE: Contractor shall confirm that TGBs exist at 75-foot vertical intervals on any guyed or self-support tower, and that transmission lines are grounded to each TGB. Only the bottom-most TGB is isolated from the tower steel frame; upper TGBs may use the tower steel frame as common ground, requiring no copper leads between TGBs.

#2 SBTC Whip leads

"Whip" leads shall connect the buried external ground ring to the following items:

Monopole Towers:

- * Three whips to flanges on the monopole base, at least 90° apart. If none are provided, attach to the baseplate or consult tower manufacturer.

Self-Support Towers:

- * Two whips to flange(s) on each tower leg base. If none are provided, attach to the baseplate or consult tower manufacturer.

Guyed Towers:

- * Two whips to flange(s) on the tower base. If none are provided, attach to the baseplate or consult tower manufacturer.
- * Establish a Lead 1 within the fence enclosure of each guy anchor, at least 40 foot perimeter and having 4 ground rods.
- * #2 SBTC leads shall extend up, and be clamped (bronze clamshell or equal), to any two guy wires. NEVER weld leads to the guy wires. The lead to the guy anchor 'hand' plate may be welded.

Fences:

Metallic fence within 25 feet of tower Lead 1, or within 6 feet of shelter lead 1, shall have whip leads as follows:

- * Each corner post.
- * Each pair of gate posts.
- * Any line post over 20'-0" from a grounded post.
- * Each gate leaf to its respective gatepost using braided strap (3/4", tin-clad copper w/ lug ends).
- * Fences around guy anchors shall be grounded in similar fashion.

Fuel tanks:

NEVER WELD to any fuel enclosure. NEVER penetrate the fuel containment. Metal tanks shall have one whip lead attached. Use an approved clamp or two-hole lug on an available flange.

Equipment Shelter/Platform and Other General Requirements (including but not limited to):

- Extend new Lead 21B up to shelter halo, remaking two-way connections as needed. Generator-equipped shelters have 6 such connections. Connections within the shelter shall be by compression; NEVER weld inside the shelter.
- Each vertical support pipe of the exterior cable bridge. Bridge end shall be kept at least 6" from the tower structure. The cable bridge shall be jumpered to the vertical support pipes with #2 SBTC at each vertical support pipe.
- Opposite corners of the steel equipment platform.
- Opposite corners of the roof shield over the equipment shelter.
- Each HVAC unit shield, if separate (may be 'jumpered' to main roof shield).
- Each HVAC package unit.
- Commercial electric meter box.
- Generator receptacle, if present.
- Steel building skid, if shelter is metal frame.
- Each air intake or exhaust fan vent louver.
- Each generator vent hood or louver.
- Generator exhaust stack, external.
- Opposite corners of generator support frame, if separate from shelter.
- Generator fuel tank, if separate from generator unit.
- Host building rain gutter, downspouts, and roof flashings within 25 feet.
- Telco MPOP (Main Point of Presence), if external to equipment shelter.
- Within cable vaults, one each to the ladder and to the manhole rim.

Note: The door frame is connected to the interior ground halo, and need no separate connection to the external ground ring.

Inspection & Testing

Test lead #1 and ground rods after installation but before backfilling or connecting to any other grounding, using the 3-point fall of potential method. Contractor to notify Verizon Wireless senior construction engineer at least 48 hours prior to testing. Document installation and test results with photographs.

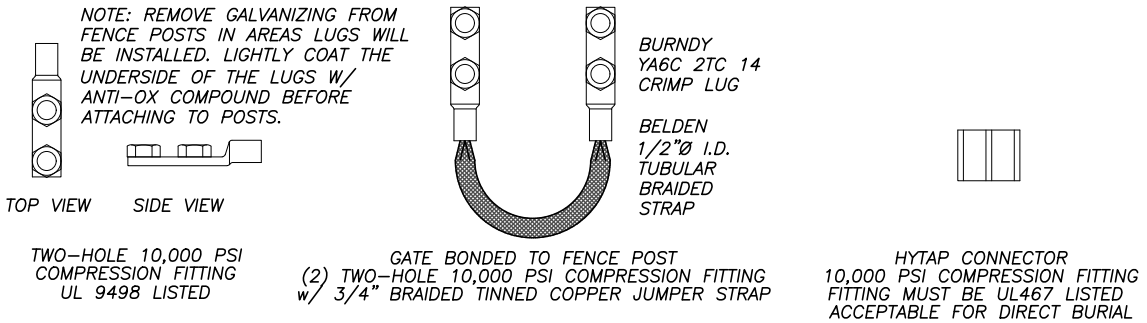
SYMBOL AND NOTE LEGEND

---	①	---	#2 SBTC AROUND EQUIPMENT CABINETS, TOWER, OR GUY ANCHOR
●			5/8" X 10'-0" GALVANIZED STEEL GROUND ROD
◎			TEST WELL PREFERRED LOCATION
-----			#2 SBTC 'WHIP' LEAD
---	⑤	---	(2) #2 SBTC FROM MGB, PGB, OR TGB TO LEAD 1
⑥	AC		HVAC UNIT
②1B	BC		BUILDING CORNER
⑥	BO		BOLLARD
⑥	CBS		CABLE BRIDGE SUPPORT POST
④	EL		ELECTRICAL SERVICE GROUND
⑥	EM		COMMERCIAL ELECTRICAL METER
⑥	FAN		GUY ANCHOR PLATE
⑥	FP		FENCE POST
⑨0	GEN		GENERATOR
⤿	GP		GATE POST, 3/4" BRAID STRAP TO LEAF
⑥	GPS		GPS UNIT
⑥	GUY		GUY WIRE, MECH. CLAMP ONLY - NO WELDS
⑥	HL		HOOD OR LOUVER
⑥	HB		OUTSIDE OF HOFFMAN BOX
⑥	ILC		INTEGRATED LOAD CENTER
⑤	MGB		MAIN GROUND BAR
⑥	MU		GENERATOR MUFFLER
⑤	PGB		PORT GROUND BAR
⑥	RBR		FOUNDATION REINFORCING
⑥	RS		ROOF SHIELD
⑥	SB		STEEL BEAM
⑥	SP		STEEL POST
⑥	STP		STEEL PLATFORM
⑥	TEL		HOFFMAN BOX
⑤	TGB		TOWER GROUND BAR
⑥	TWR		TOWER BASE
⑥	VP		DIESEL FUEL VENT PIPE

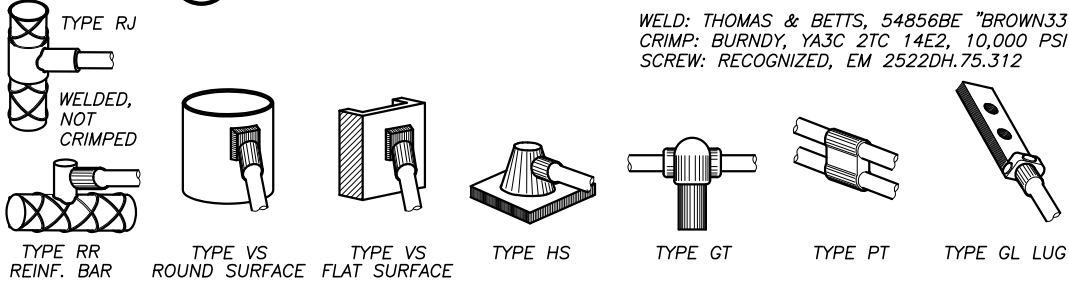
GENERAL CONTRACTOR NOTES:	
1. CONTRACTOR TO COORDINATE PUBLIC & PRIVATE UTILITY LOCATES PRIOR TO CONSTRUCTION START. NOTIFY THE DESIGNER AND CARRIER CONSTRUCTION ENGINEER IMMEDIATELY OF ANY UTILITY LINE ISSUES.	
2. GENERAL CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THAT THE INSTALLATION OF ALL GROUNDING MEETS THE CARRIERS GROUNDING STANDARDS AS APPLICABLE.	
3. CONTRACTOR SHALL ENSURE THAT EACH WHIP IS ROUTED TO LEAD 1 BY THE SHORTEST PATH, AND BENDS SHALL NOTE BE LESS THAN 12" RADIUS.	
4. PRIMARY ELECTRICAL - DEPTH AND SPECIFICATION BY POWER UTILITY COMPANY.	
5. SECONDARY ELECTRICAL - INSTALL CONDUIT 32" BELOW GRADE WITH TWO (2) DETECTABLE RIBBONS.	
6. FIBER OPTIC - INSTALL CONDUIT 36" BELOW GRADE WITH PULL STRING, TRACEABLE WIRE AND TWO (2) DETECTABLE RIBBON.	

LEAD IDENTIFICATION & DESCRIPTION:

1	RING, EXTERNAL BURIED w/ RODS	#2 SBTC
1A	RING, CONCRETE ENCASED	#2 SBTC
2	DEEP ANODE (TO IMPROVE OHMS)	ROD OR PIPE
3	RING TO BLDG STL FRAME	#2 SBTC
4	MAIN AC PANEL NEUTRAL BUS TO (2) GROUND RODS, ISOLATED FROM LEAD #1	NEC 250.66
5	RING TO GROUND BAR	(2) #2 SBTC
6	RING TO EXT MTL OBJECT	#2 SBTC
7	DEEP ANODE TO MGB	NSTD33-9
8	AC PANEL TO WATER METER	NEC 250.66
9	EXT WATER TO INT WATER PIPES	NSTD33-9
10	INT WATER PIPE TO MGB	NSTD33-9
11-12	NOT USED	
13	AC PANEL TO MGB	NSTD33-9
14	MGB/FGB TO BLDG STL FRAME	#2/0 I-STR
14C	MGB/FGB TO ROOF/WALL MTL PNL	#1/0 I-STR
15	MGB/FGB TO FGB-HE SAME FLOOR	#2/0 I-STR
16	NOT USED	
16A	ECPGB TO CABLE ENTRY RACK	#1/0 I-STR
17	MGB TO CABLE SHIELDING	#6 I-STR
17A	ECPGB TO CABLE SHIELDING	#6 I-STR
17B	MGB/FGB TO F-O SPLICE SHELF	#1 I-STR
18	LOWEST MGB/FGB TO HIGHEST FGB	#2/0 I-STR
19	LEAD 18 TO OTHER FGBs, <6'	#2/0 I-STR
20	MGB/FGB TO BRANCH AC PNL	#6 I-STR
20A	NEAREST GRND TO DISCONNECT PNL	NEC 250.66
20B	GWB TO AC DISTR PNL	#6 I-STR
21	MGB/FGB TO INT HALO	#2 I-STR
21A	INTERIOR 'GREEN' HALO	#2 I-STR
21B	INT HALO TO EXT RING	#2 SBTC
21C	INT HALO TO EQUIPMENT MTL	#6 I-STR
22	ROOF TOWER RING TO ROOF GRND	NFPA 780
23	MGB/FGB TO ECPGB, SAME FLOOR	#1 I-STR
23A	MGB/FGB TO CXR-HF LINR PROT	#6 I-STR
24	ECPGB TO EACH PROTECTOR ASSEMBLY	#6 I-STR
24A	LOWER PROT ASSY TO UPPER	#6 I-STR
25	RING TO NEAREST LIGHTNING ROD	#2 SBTC
26	LGHTNG ROD SYS TO NEARBY MTL	NFPA 780
27	RING TO TOWER RING	(2) #2 SBTC
28	RING TO SHELTER RING	(2) #2 SBTC
29	BRANCH AC PNL TO BTTY CHG FRM	NSTD33-11
30	BRANCH AC PNL TO OUTLETS	NSTD33-11
31	MGB/FGB TO PWR, BTTY FRAMES	#2/0 I-STR
32	#31 TO BATTERY CHARGER FRAME	#6 I-STR
33	#31 TO BATTERY RACK FRAME	#6 I-STR
34	#31 TO PCU FRAME	#6 I-STR
35	#31 TO DSU FRAME	#6 I-STR
36	#31 TO PDU FRAME	#6 I-STR
37	MGB/FGB TO BTTY RETURN	NSTD33-14.5
37A	MGB/FGB TO RTN TERM CARR SUPP	#6 I-STR
38	FGB TO PDU GB	#750MCM I-STR
38A	FGB TO PDU GB CARRIER SUPPLY	#2/0 I-STR
39	DC BUS DUCT TO NEXT SECTION	#6 I-STR
40	DC BUS DUCT TO MGB/FGB	#6 I-STR
41A	MGB/FGB TO #58	#2/0 I-STR
42-44	NOT USED	
45	MAIN AC PNL TO BRANCH AC PNL	NSTD33-11
46	BRANCH AC PNL TO DED OUTLET	NSTD33-11
47	FGB TO INTEG FRM	#2 I-STR
48	LEAD #31 TO INTEG FRM	#6 I-STR
49	INTEG FRM TO EQUIP SHELF	BY FASTENERS
50	PDU BTTY RET TO #51	#2/0 I-STR
51	#50 TO TRANS FRM ISO DC PWR	#6 I-STR
52	TRANS FRM FUSE TO FRM OR BAR	#8 I-STR
53A	MGB/FGB TO PDF/BDFB	NSTD33-22
54	MGB/FGB TO STATIC DEVICES	#6 I-STR
55	MGB/FGB TO CABLE AT ENTRY	#6 I-STR
56	MGB/FGB TO AC PWR RADIO XMTR	#6 I-STR
57A	MGB/FGB TO CBL GRID/RUNWAY	#2/0 I-STR
58A	#41A TO AISLE FRAME	#2 I-STR
59A	#58A TO EACH SGL FRAME GRND	#6 I-STR
60-89	NOT USED	
90	GENERATOR FRAME TO EXT RING	#2 SBTC



2 COMPRESSION CONNECTOR DETAILS SCALE: NTS



1 EXOTHERMIC WELD DETAILS SCALE: NTS

PREPARED FOR:



THE TOWERS, LLC

750 PARK OF COMMERCE DR.
SUITE 200
BOCA RATON, FL 33487

NOT FOR CONSTRUCTION

DESIGN 1

9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

PROJECT
US-MN-5154

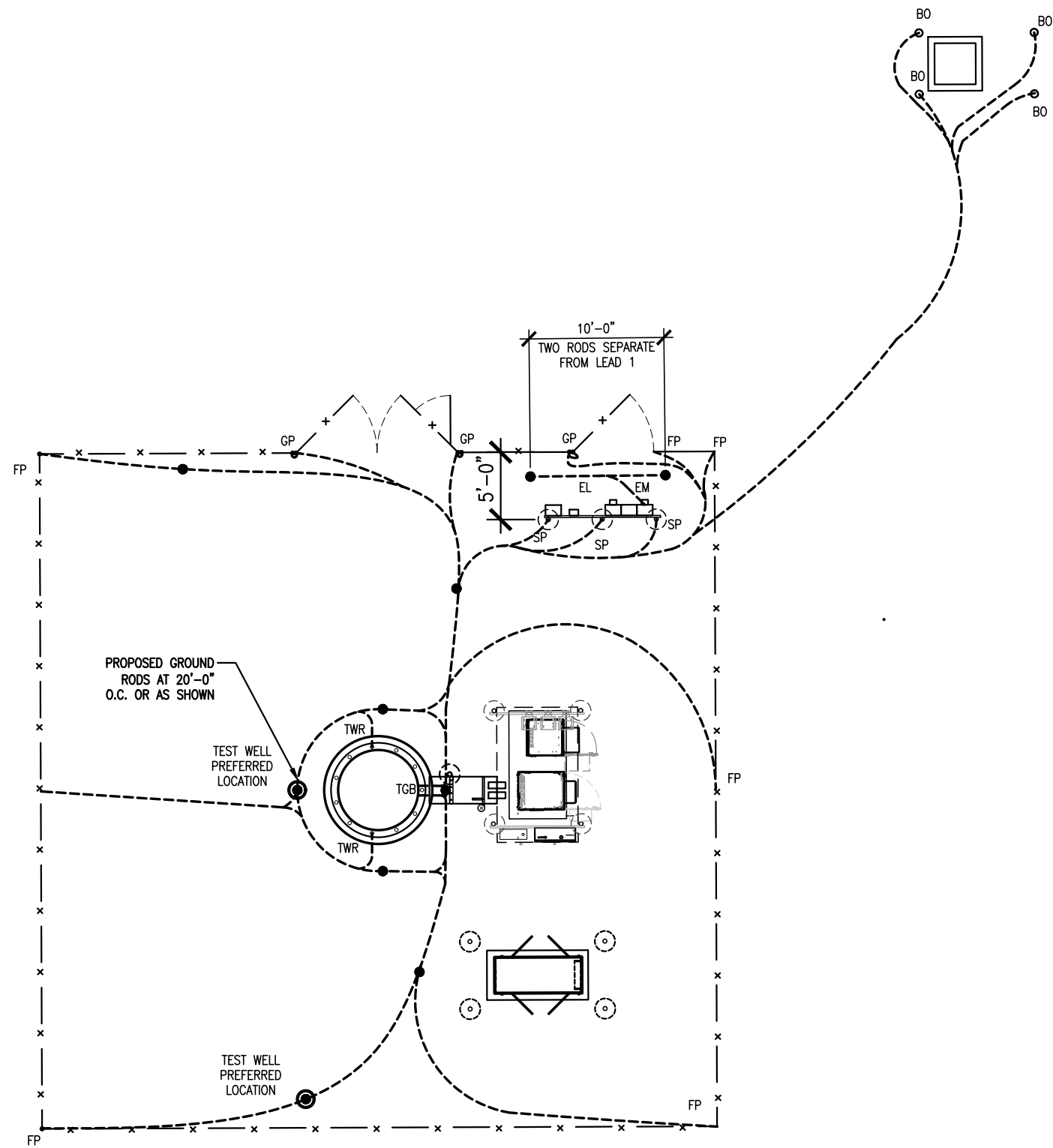
RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
GROUNDING NOTES

DRAWN BY:	SJD
CHECKED BY:	TAB
REV. A	11-14-24
REV. B	11-25-24
REV. C	01-23-25
REV. D	02-25-25
REV. E	04-09-25
REV. F	04-30-25

G-1



NOTES:
1. SEE SHEET VZW G-1 FOR
VERIZON GROUNDING PLAN.
2. SEE SHEET G-1 FOR
ADDITIONAL NOTES.

PREPARED FOR:

vertical bridge

THE TOWERS, LLC
750 PARK OF COMMERCE DR.
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RED OAK

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MAPLE PLAIN, MN 55359

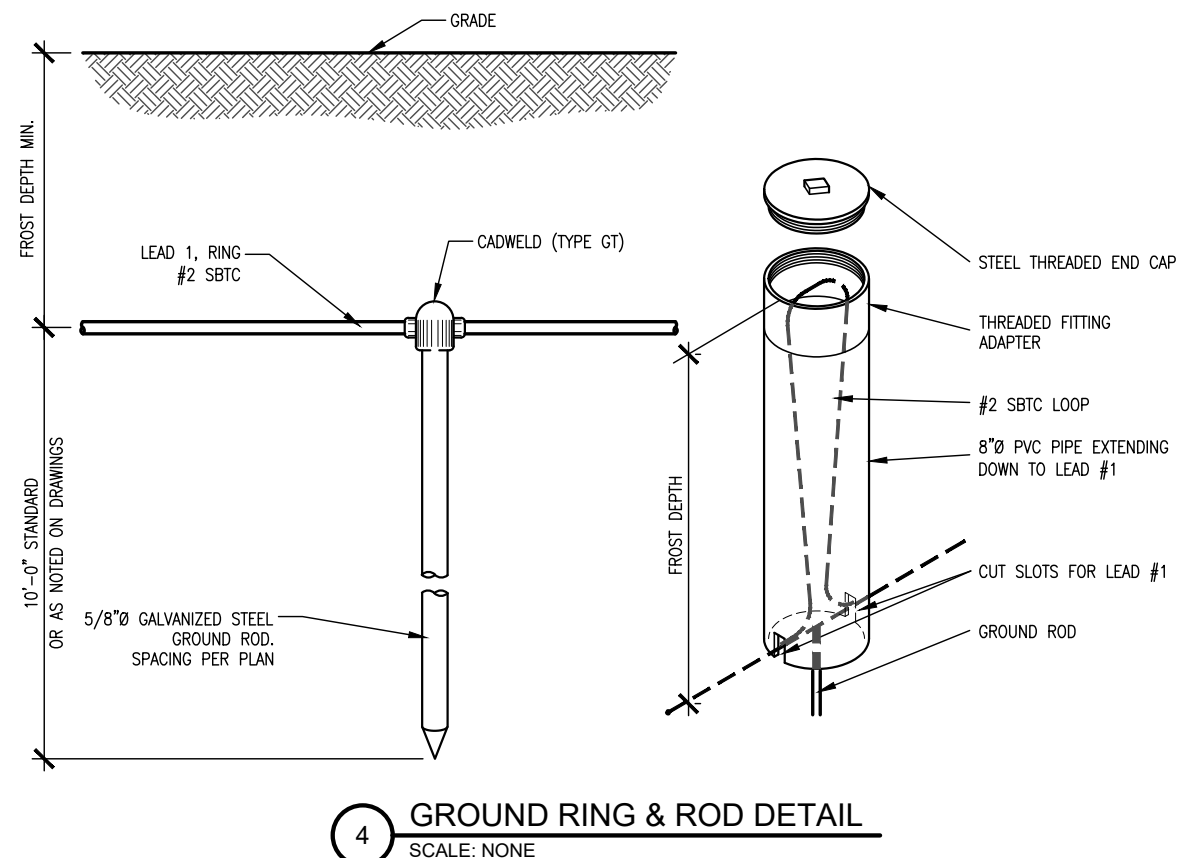
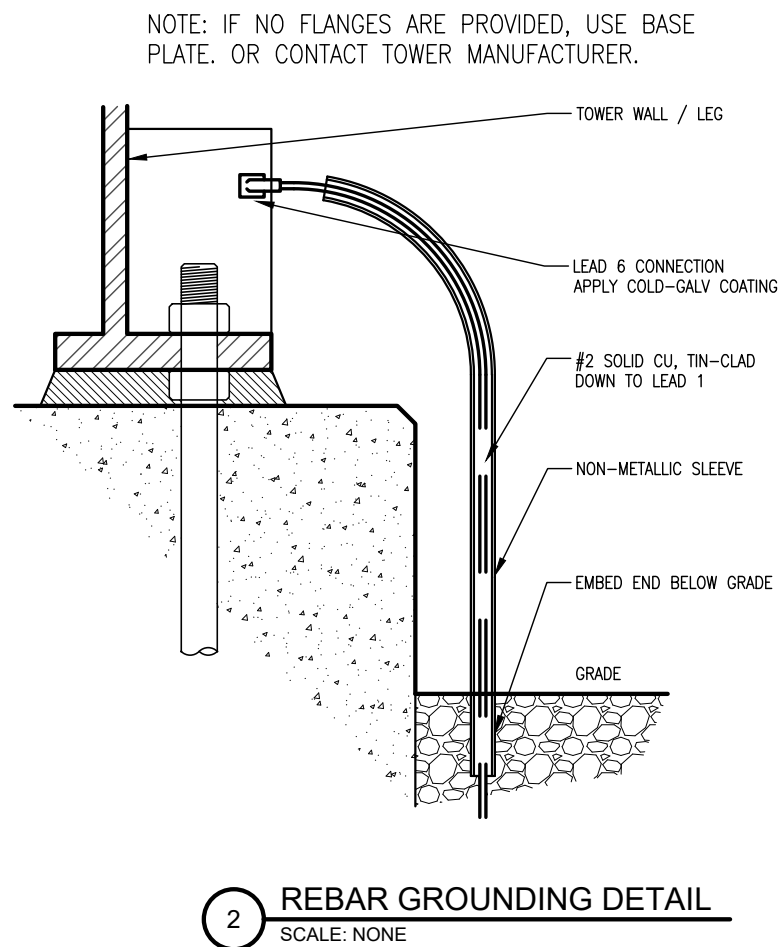
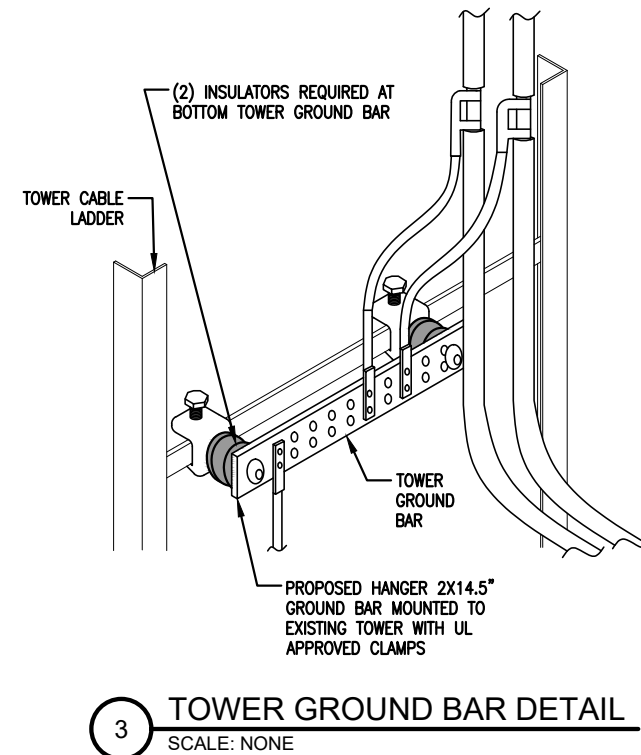
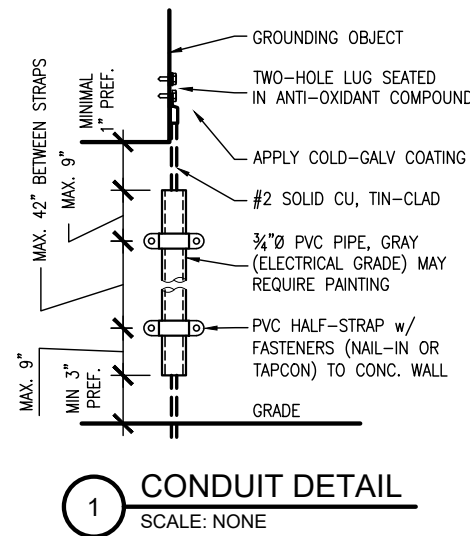
SHEET CONTENTS:
GROUNDING PLAN

DRAWN BY:	SJD
CHECKED BY:	TAB
REV. A	11-14-24
REV. B	11-25-24
REV. C	01-23-25
REV. D	02-25-25
REV. E	04-09-25
REV. F	04-30-25

1 **GROUNDING PLAN**
SCALE: NTS



G-2



NOT FOR
CONSTRUCTION

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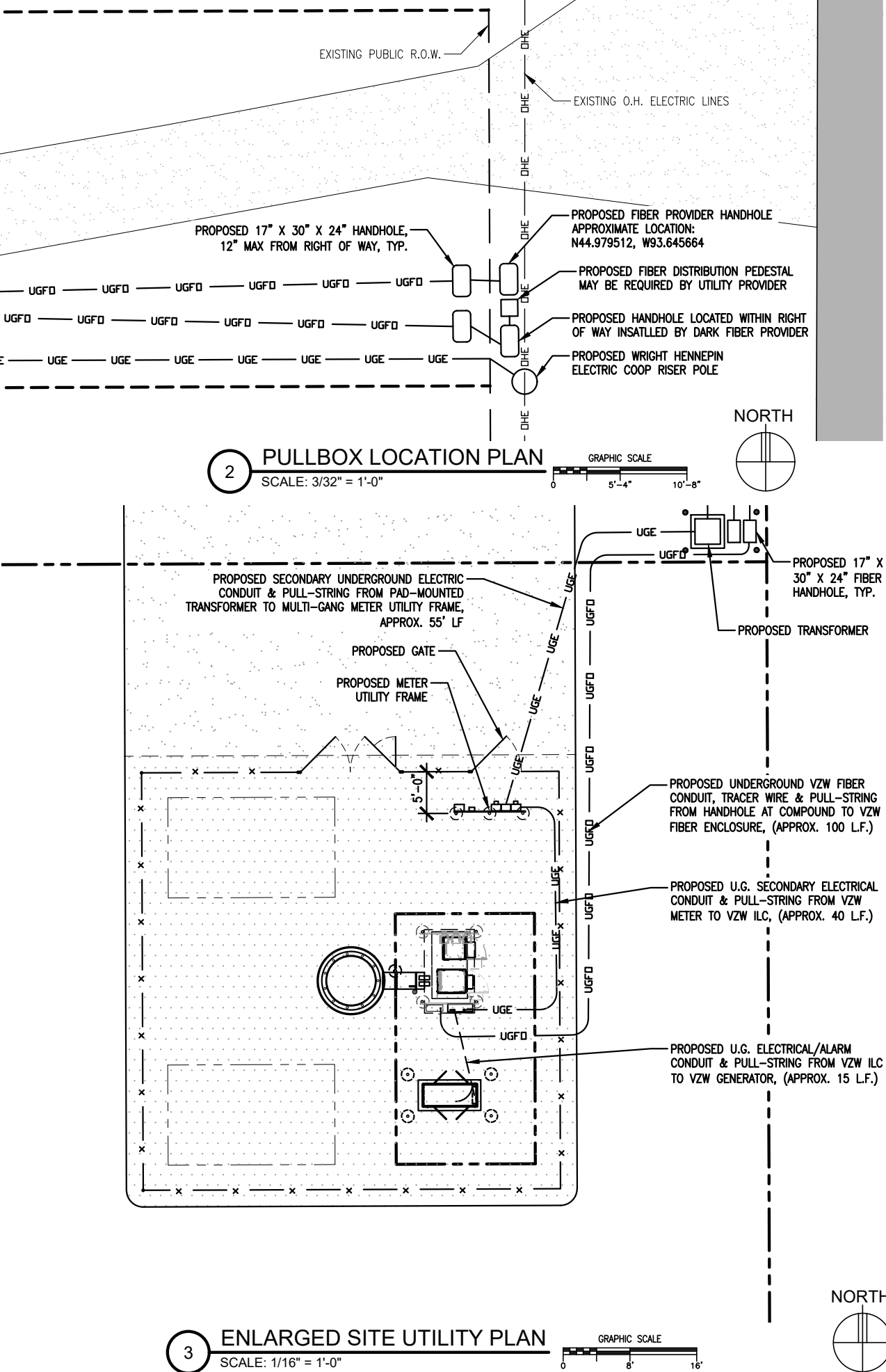
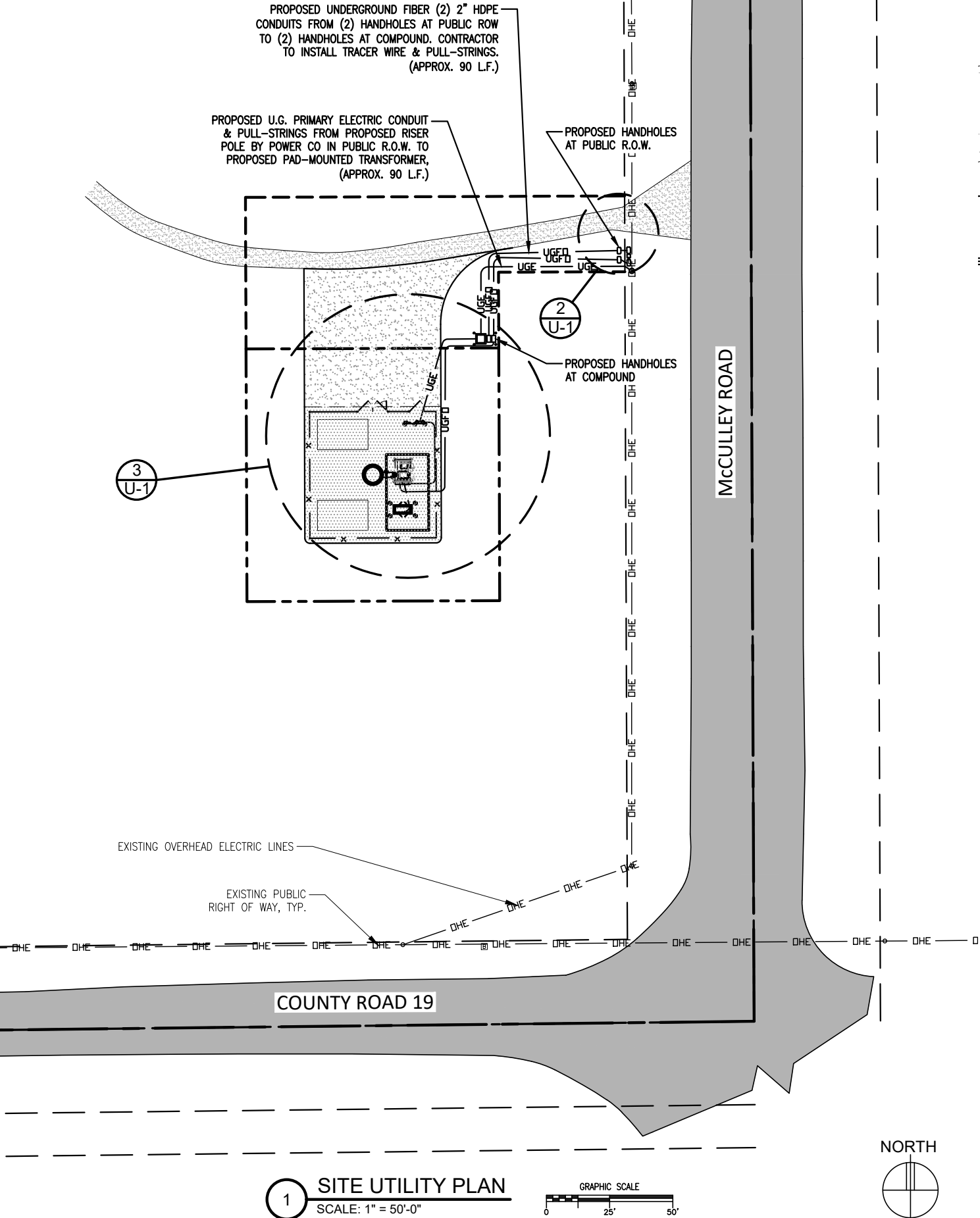
RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
GROUNDING DETAILS

DRAWN BY:	SJD
CHECKED BY:	TAB
REV. A	11-14-24
REV. B	11-25-24
REV. C	01-23-25
REV. D	02-25-25
REV. E	04-09-25
REV. F	04-30-25

POWER DESIGN NOTES:
POWER TO BE INSTALLED PER UTILITY
COORDINATION REPORT.
SEE SHEET G-1 FOR ADDITIONAL NOTES.



PREPARED FOR:



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750 PARK OF COMMERCE DR.
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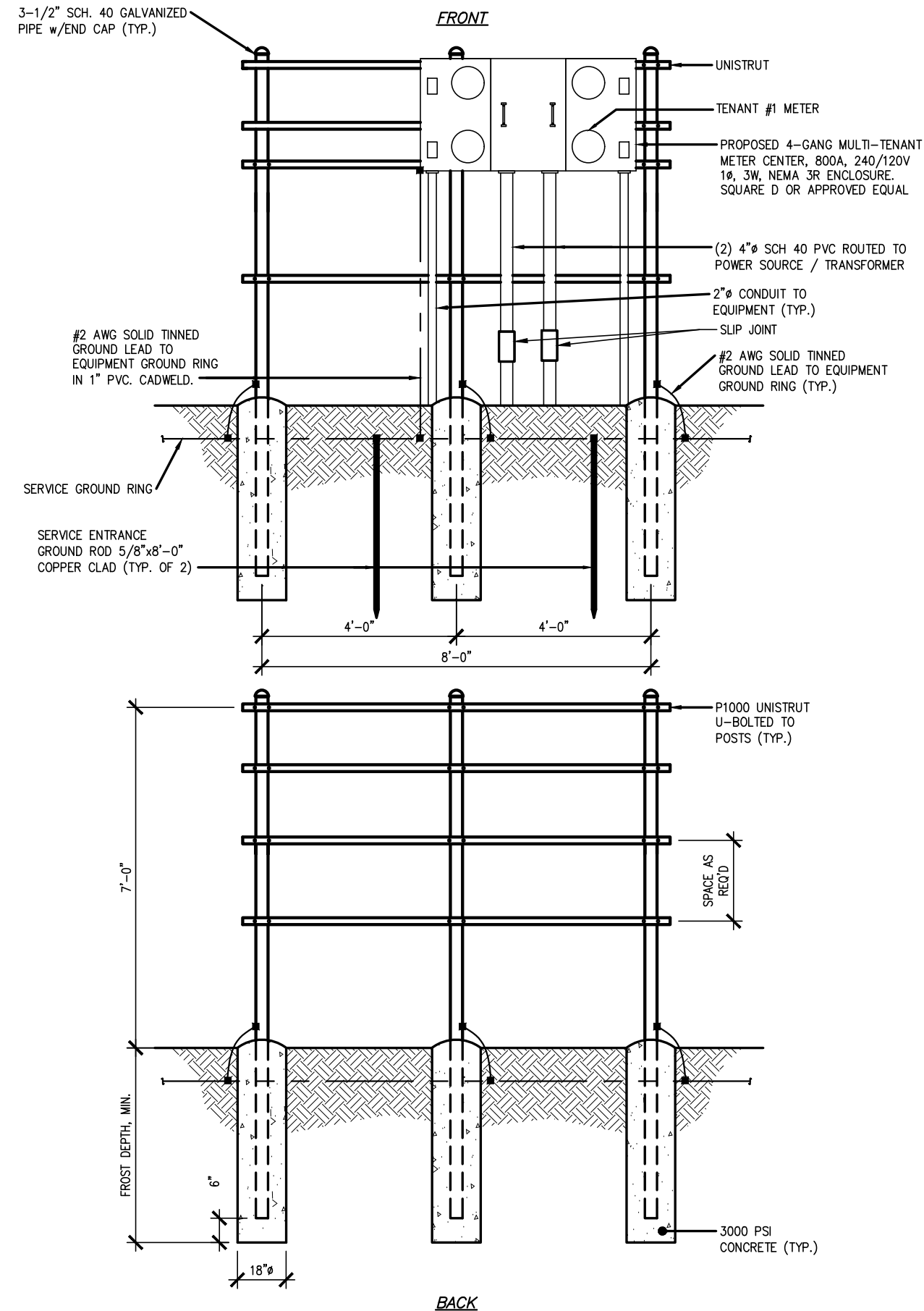
RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
SITE UTILITY PLAN
ENLARGED SITE UTILITY PLAN
PULLBOX LOCATION PLAN

DRAWN BY:	SJD
CHECKED BY:	TAB
REV. A	11-14-24
REV. B	11-25-24
REV. C	01-23-25
REV. D	02-25-25
REV. E	04-09-25
REV. F	04-30-25

U-1



ELECTRIC SERVICE NOTES:

ALL ELECTRICAL EQUIPMENT SHALL BE INSTALLED IN CONFORMANCE WITH NFPA 70 (LATEST REVISION). THE RESPECTIVE EQUIPMENT MANUFACTURER'S DIRECTIONS AND ALL OTHER APPLICABLE LOCAL CODES, LAWS, ORDINANCES AND REQUIREMENTS IN FORCE. ANY INSTALLATION WHICH WOULD VOID THE U.L. LISTING (OR OTHER THIRD PARTY LISTING) AND/OR THE MANUFACTURER'S WARRANTY OF A DEVICE SHALL NOT BE PERMITTED.

COORDINATE ELECTRIC SERVICE WITH LOCAL POWER UTILITY COMPANY. COORDINATE WITH UTILITY FOR METER TYPE AND CONNECTION.

ALL CONDUIT SHALL BE SEALED WATERTIGHT UNTIL FINAL TERMINATIONS ARE MADE.

PROVIDE PULL CORD IN ALL CONDUITS. SECURE AT EACH END.

ADJUST DEPTH OF CONDUITS TO PASS ABOVE GROUNDING SYSTEM.

PROVIDE 18 INCH (MIN.) RADIUS ELBOWS FOR ALL BENDS.

PROVIDE PHENOLIC ENGRAVED NAMEPLATES AT THE SERVICE DISCONNECT LABELED: "SERVICE DISCONNECT" & "NOTE ENGINE GENERATOR NEUTRAL IS ALSO BONDED TO GROUND AT THE SERVICE DISCONNECT." PROVIDE ADDITIONAL NAMEPLATES NOTING TYPE AND LOCATION OF STANDBY POWER SOURCE.

1 METER UTILITY FRAME DETAIL
SCALE: NONE

PREPARED FOR:

vertical bridge

THE TOWERS, LLC

750 PARK OF COMMERCE DR.
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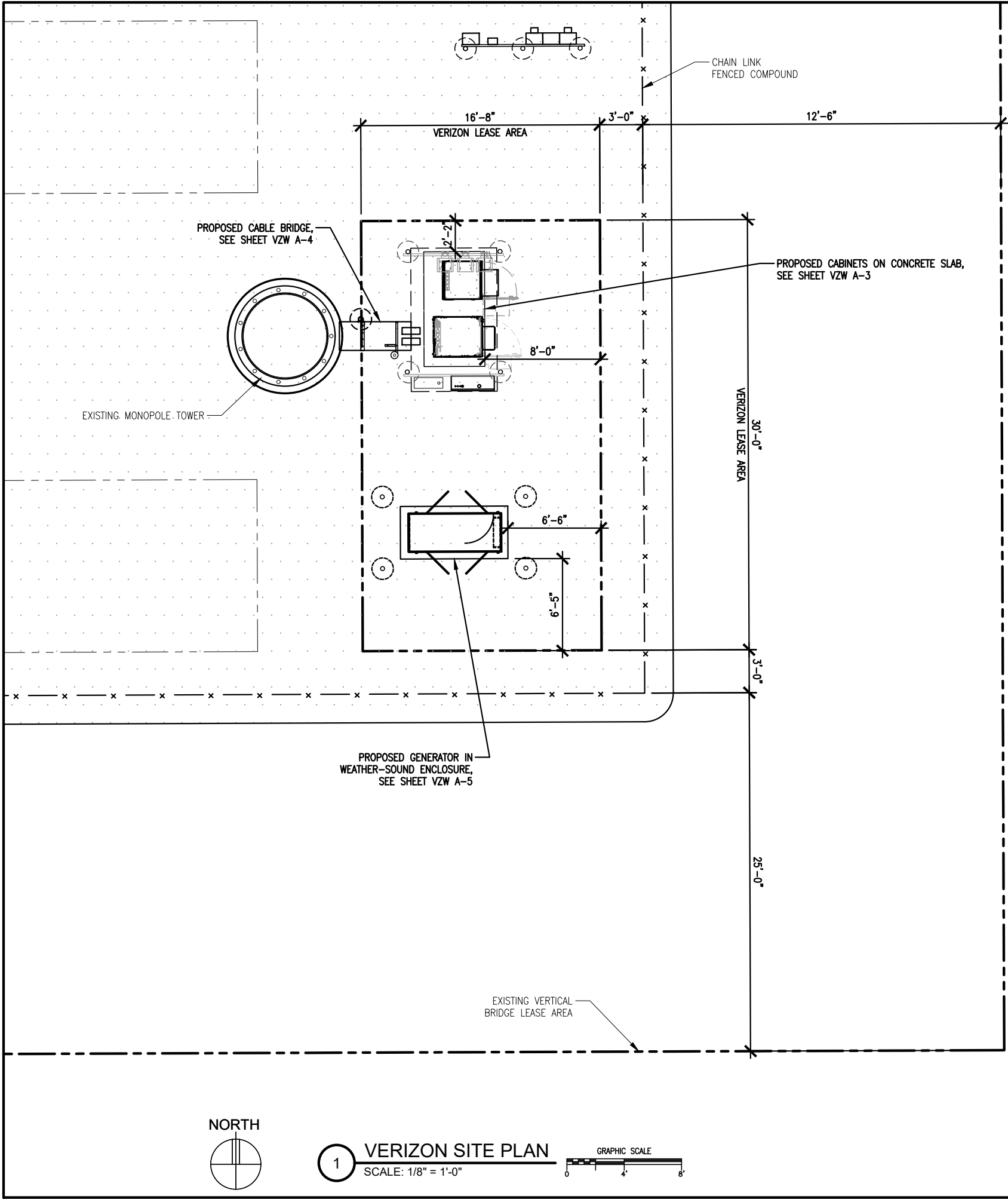
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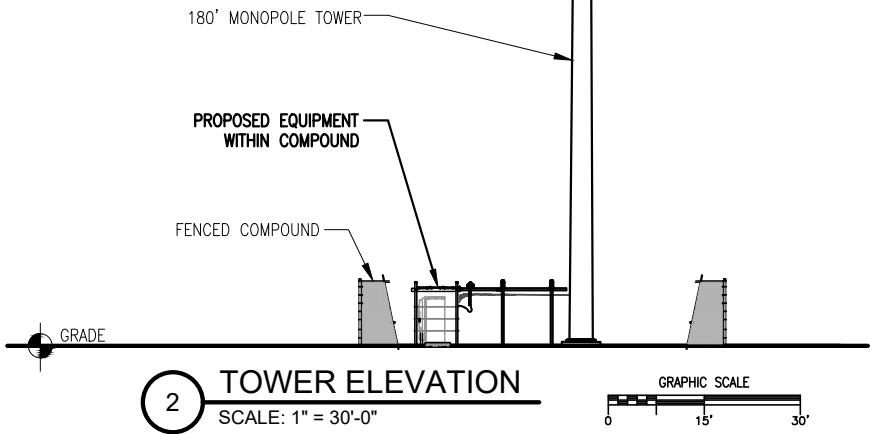
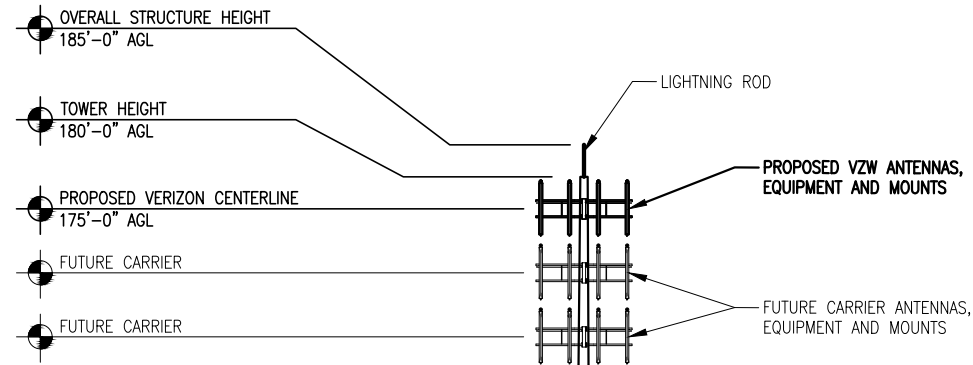
SHEET CONTENTS:
METER UTILITY FRAME DETAIL

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CHECKED BY:	TAB
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REV. B	11-25-24
REV. C	01-23-25
REV. D	02-25-25
REV. E	04-09-25
REV. F	04-30-25

U-2



- NOTES:
1. THESE DRAWINGS DO NOT CONSTITUTE A WARRANTY, EXPRESSED OR IMPLIED, OF THE ACCURACY OF THE STRUCTURAL ANALYSES AND THE PERFORMANCE OF THE COMPLETED CONSTRUCTION AS SHOWN ON THESE DOCUMENTS AND THE STRUCTURAL ANALYSES.
 2. NO STRUCTURAL ANALYSIS FOR THE MOUNT HAS BEEN PERFORMED AS PART OF THESE DRAWINGS.
 3. PLEASE COORDINATE ANY STRUCTURAL CONCERNS/MATTERS OR ANY LOADING MODIFICATIONS TO THE CONSULTANT WHO AUTHORED THE ANALYSIS AND NOTIFY DESIGN 1 IMMEDIATELY OF THE ISSUE.
 4. EQUIPMENT SLAB AND GENERATOR FOUNDATION TO BE EXCAVATED AND CONSTRUCTED IN ACCORDANCE WITH RECOMMENDATIONS AND SPECIFICATIONS OF THE GEOTECHNICAL REPORT WHICH IS NOT INCLUDED IN THIS PACKAGE. DISCREPANCIES BETWEEN THE REPORT AND THE OTHER DOCUMENTS TO BE IMMEDIATELY REPORTED TO VERIZON WIRELESS AND THE DESIGNER.
 5. CONTRACTOR TO ENSURE TIP OF ANTENNAS DO NOT EXCEED TOWER HEIGHT.
 6. ELEVATION IS SHOWN FOR GENERAL DIAGRAMMATIC PURPOSES ONLY. DO NOT SCALE.
 7. THE STRUCTURAL ANALYSIS FOR THE MOUNTS (BY OTHERS) SHALL BE PER THE VERIZON NETWORK STANDARD NSTD-445. ALL LOADING AND DESIGN SHALL BE PER THE TIA-222-H STANDARD.



PREPARED FOR:

vertical bridge

THE TOWERS, LLC

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PROJECT
US-MN-5154

RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
VERIZON SITE PLAN
TOWER ELEVATION

DRAWN BY:	SJD
CHECKED BY:	TAB
REV. A	11-14-24
REV. B	11-25-24
REV. C	01-23-25
REV. D	02-25-25
REV. E	04-09-25
REV. F	04-30-25

VZW A-1

Antenna Summary											
Added Antenna											
700	850	1900	AWS	L-Sub6	Make	Model	Centerline	Tip Height	Azimuth	Install Type	Quantity
				5G	Ericsson	AIR6419	175	176.2	70(A),180(B),280(C)	PHYSICAL	3
LTE	5G	LTE	LTE		JMA Wireless	MX06FHG865-HG	175	179	70(A),180(B),280(C)	PHYSICAL	6

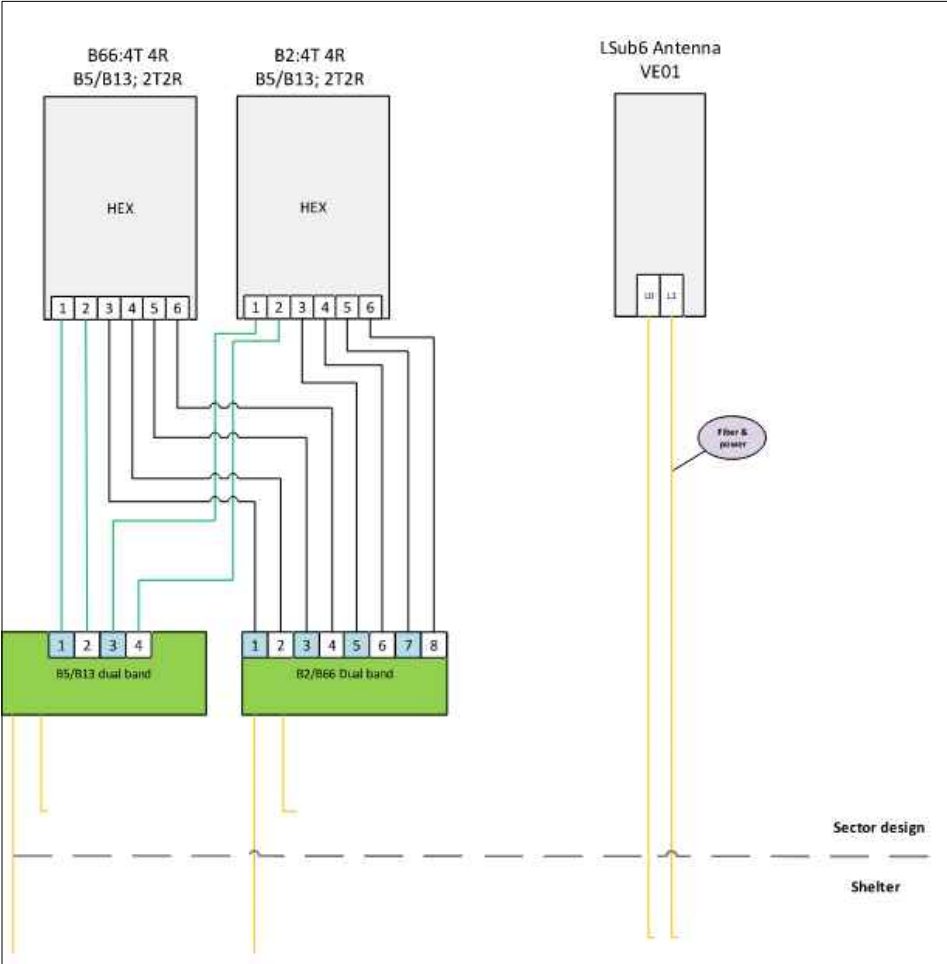
POSITION(S)
4
2 & 3

Non Antenna Summary										
Added Non Antenna										
Equipment Type	Location	700	850	1900	AWS	L-Sub6	Make	Model	Install Type	Quantity
OVP	Tower							12 OVP	PHYSICAL	1
RRU	Tower	LTE	5G				Ericsson	4490	PHYSICAL	3
RRU	Tower			LTE	LTE		Ericsson	4890	PHYSICAL	3
Hybrid Cable	Tower						6X12 Hybrid Cable	6X12 hybrid Cable	PHYSICAL	2
RRU	Tower					5G	Ericsson	AIR6419_B77D	PHYSICAL	0

POSITION(S)
-
2
3
-
-

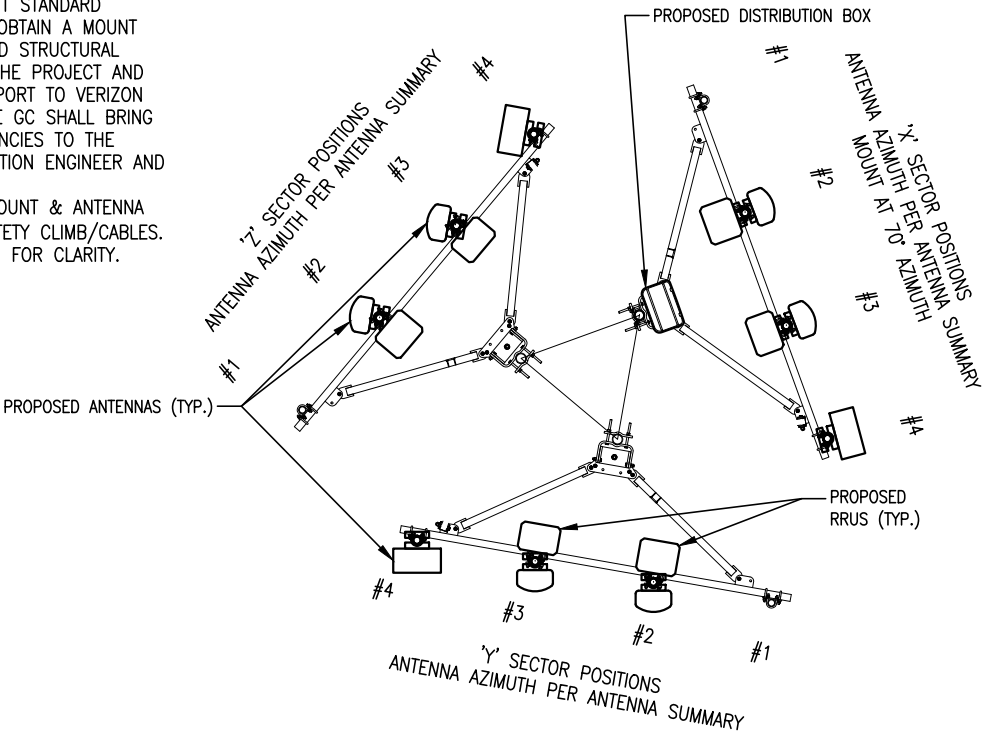
HYBRID CABLE LENGTH CALCS:
15' - CABLE BRIDGE
175' - ANTENNA RAD C/L
20' - EXTRA
210' - TOTAL

1 RFDS INFORMATION



2 RFDS PLUMBING DIAGRAM

NOTES:
1. VERIZON WIRELESS GC TO SUPPLY AND INSTALL THE MOUNTS. THE MOUNTS MUST MEET THE VERIZON WIRELESS MOUNT STANDARD NSTD-445. THE GC SHOULD OBTAIN A MOUNT CLASSIFICATION BY A LICENSED STRUCTURAL ENGINEER IN THE STATE OF THE PROJECT AND SUBMIT THE PE-STAMPED REPORT TO VERIZON PRIOR TO CONSTRUCTION. THE GC SHALL BRING ANY CONCERNS OR DISCREPANCIES TO THE ATTENTION OF THE CONSTRUCTION ENGINEER AND ENGINEER OF RECORD.
2. VZW GC TO ENSURE MOUNT & ANTENNA ARRAY DOES NOT IMPEDE SAFETY CLIMB/CABLES.
3. TIE-BACKS NOT SHOWN FOR CLARITY.



3 ANTENNA MOUNTING DETAIL

SCALE: 3/16" = 1'-0"
GRAPHIC SCALE
0 2'-8" 5'-4" NORTH

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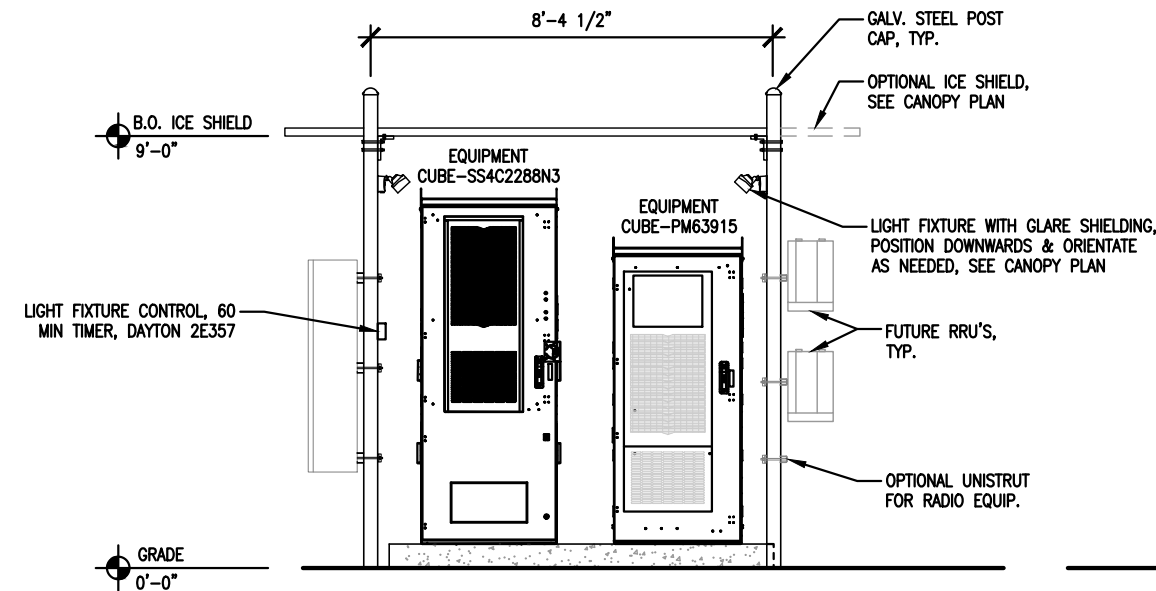
RED OAK

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MAPLE PLAIN, MN 55359

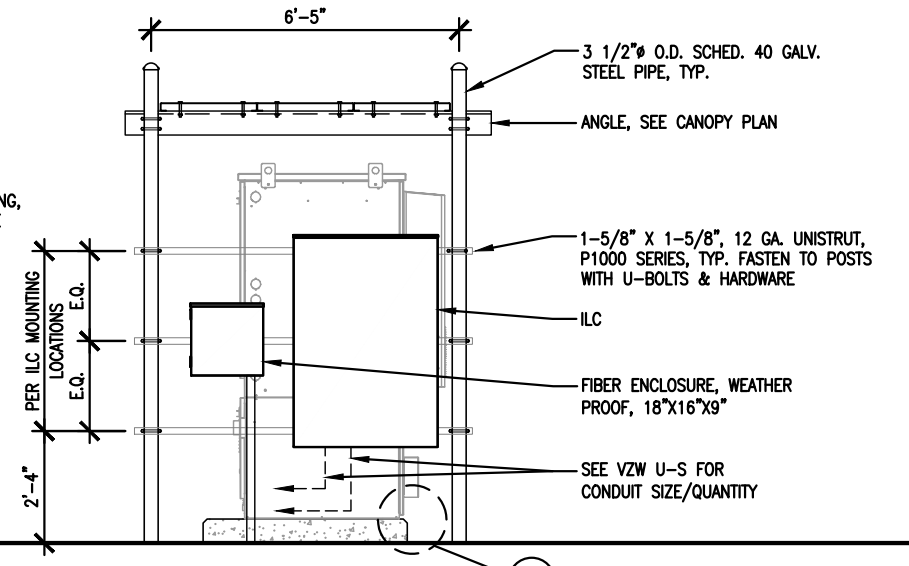
SHEET CONTENTS:
RFDS INFORMATION
RFDS PLUMBING DIAGRAM
ANTENNA MOUNTING DETAIL

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CHECKED BY: TAB
REV. A 11-14-24
REV. B 11-25-24
REV. C 01-23-25
REV. D 02-25-25
REV. E 04-09-25
REV. F 04-30-25

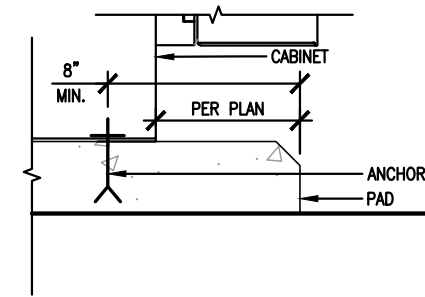
VZW A-2



5 FRONT ELEVATION
SCALE: 1/4" = 1'-0"

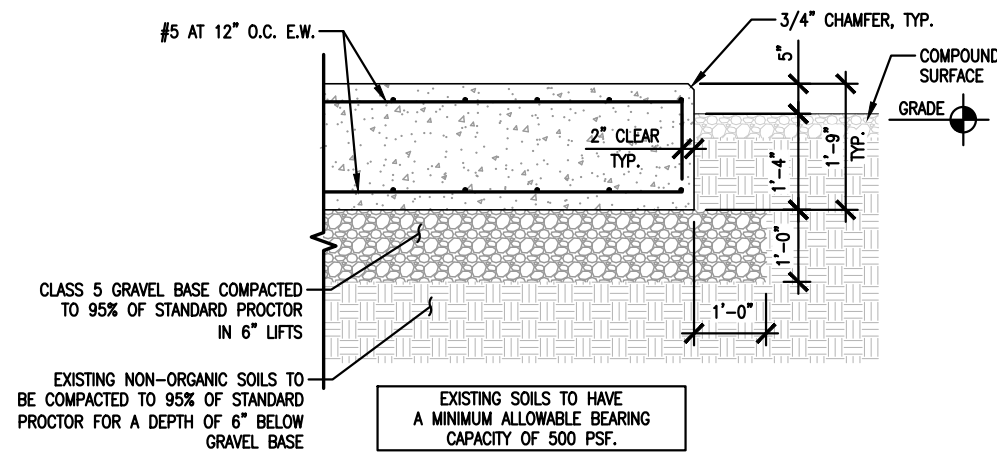


6 SIDE ELEVATION
SCALE: 1/4" = 1'-0"

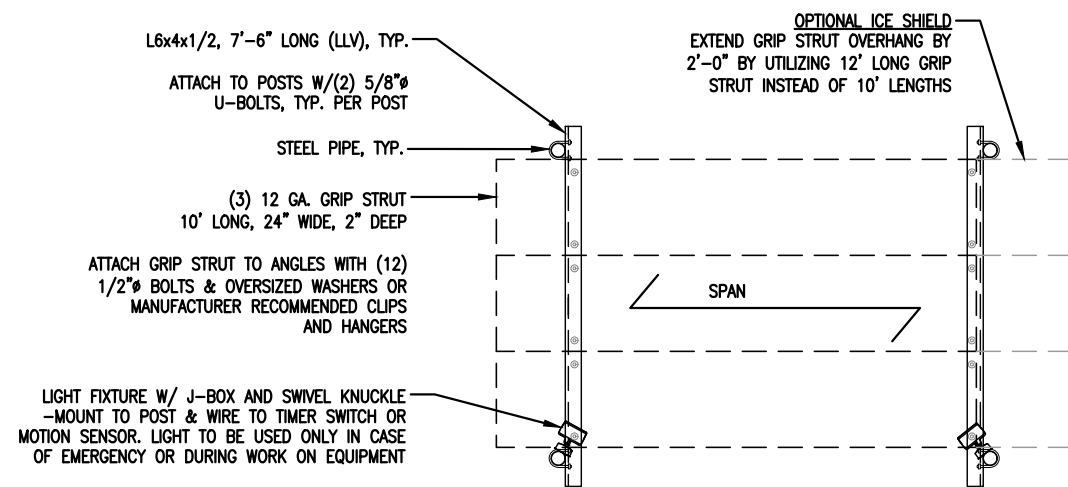


TYPICAL CAB. FRAME ANCHOR BOLT:
HILTI KWIK BOLT TZ (GALV.) EXP.
ANCHOR-5/8" X 3-9/16" NOM.
EMBED, MIN.
ANCHOR PER MANUFACTURER SPECIFIED
LOCATIONS

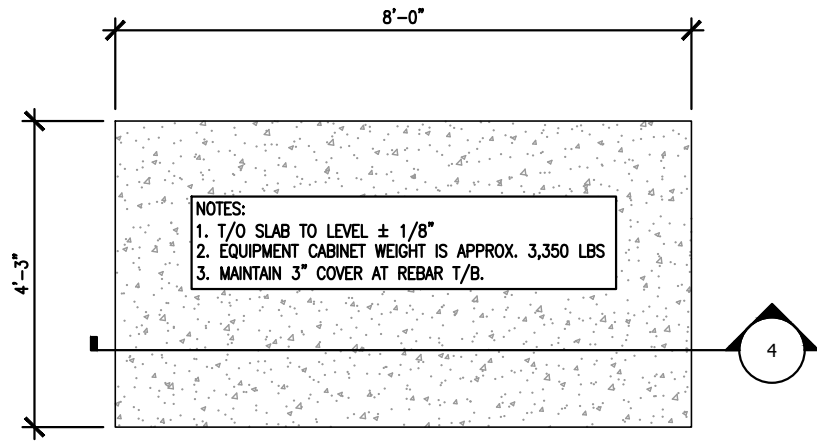
7 DETAIL
SCALE: 1-1/2" = 1'-0"



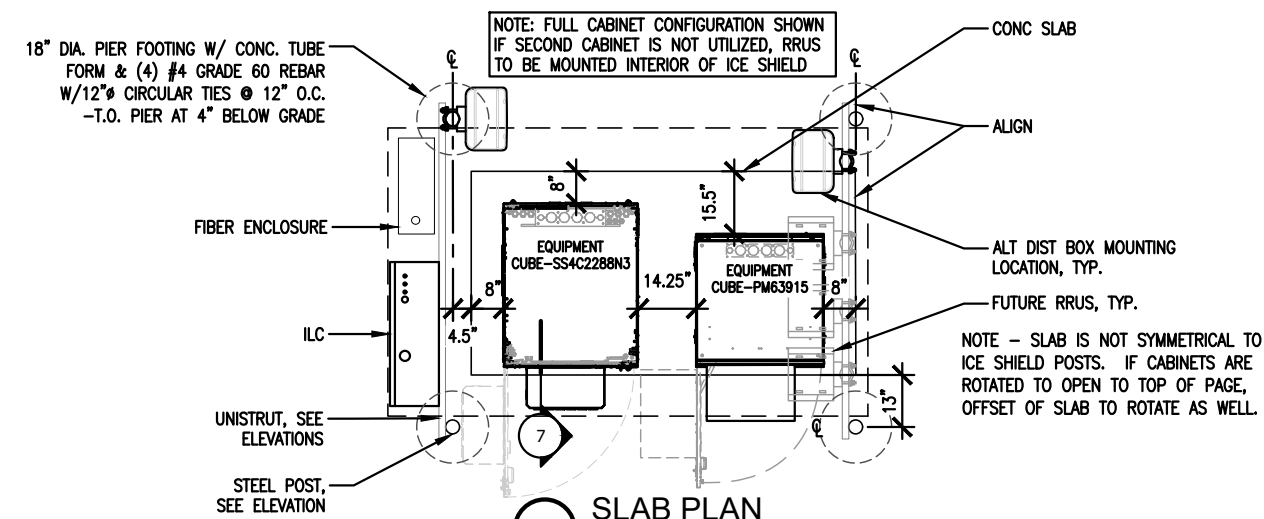
4 FOUNDATION SECTION
SCALE: 3/8" = 1'-0"



2 CANOPY PLAN
SCALE: 1/4" = 1'-0"



3 FOUNDATION PLAN
SCALE: 3/8" = 1'-0"



1 SLAB PLAN
SCALE: 1/4" = 1'-0"

PREPARED FOR:

vertical bridge

THE TOWERS, LLC
750 PARK OF COMMERCE DR.
SUITE 200
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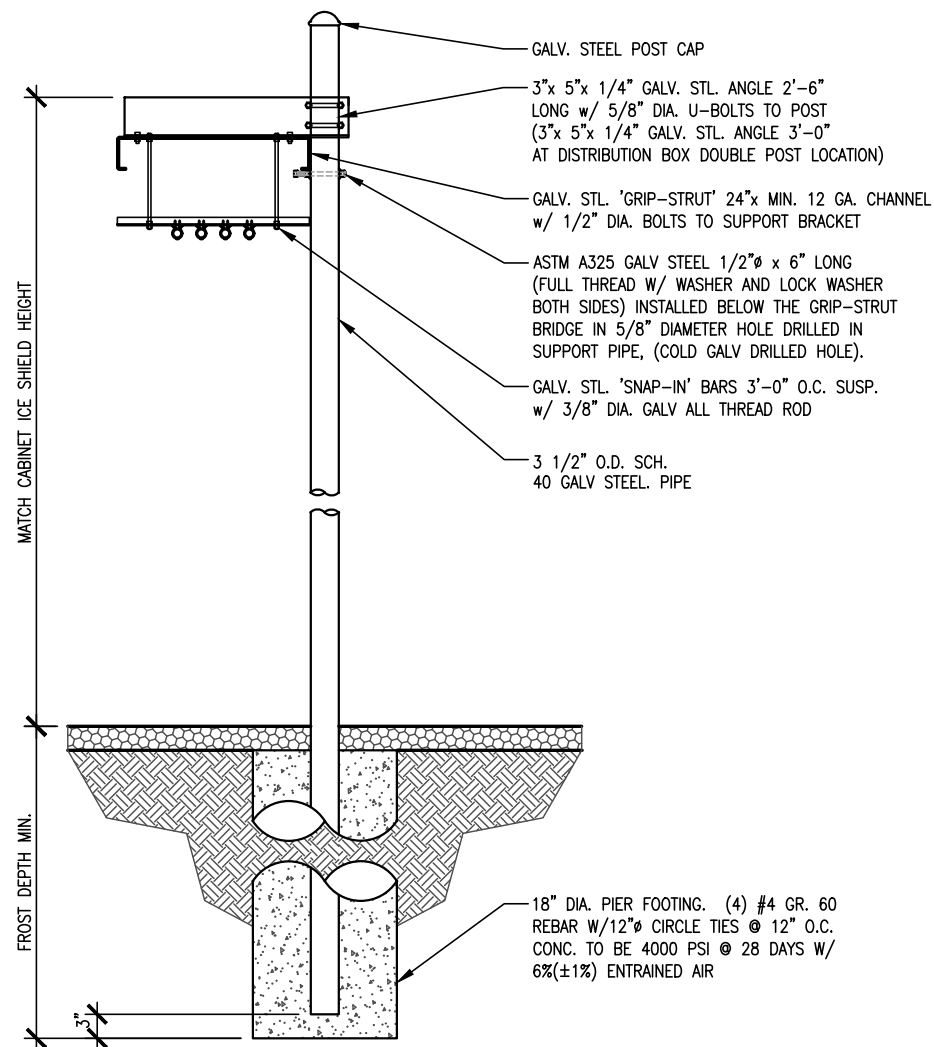
RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

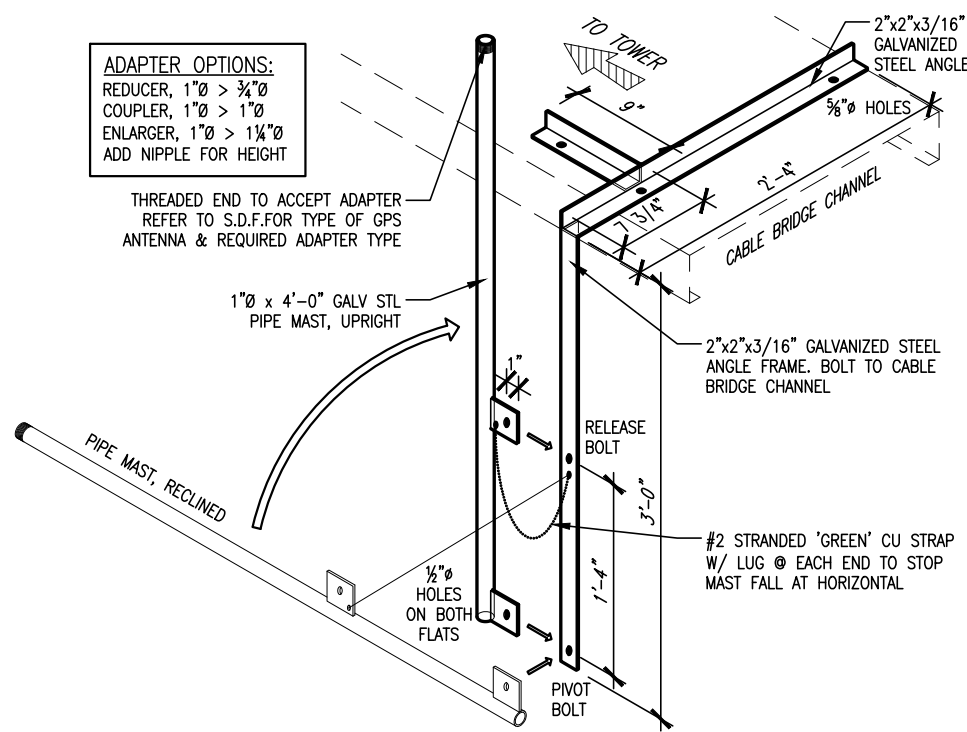
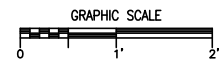
SHEET CONTENTS:
FOUNDATION PLAN & DETAILS
LAYOUT PLAN
ELEVATIONS

DRAWN BY:	SJD
CHECKED BY:	TAB
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REV. B	11-25-24
REV. C	01-23-25
REV. D	02-25-25
REV. E	04-09-25
REV. F	04-30-25

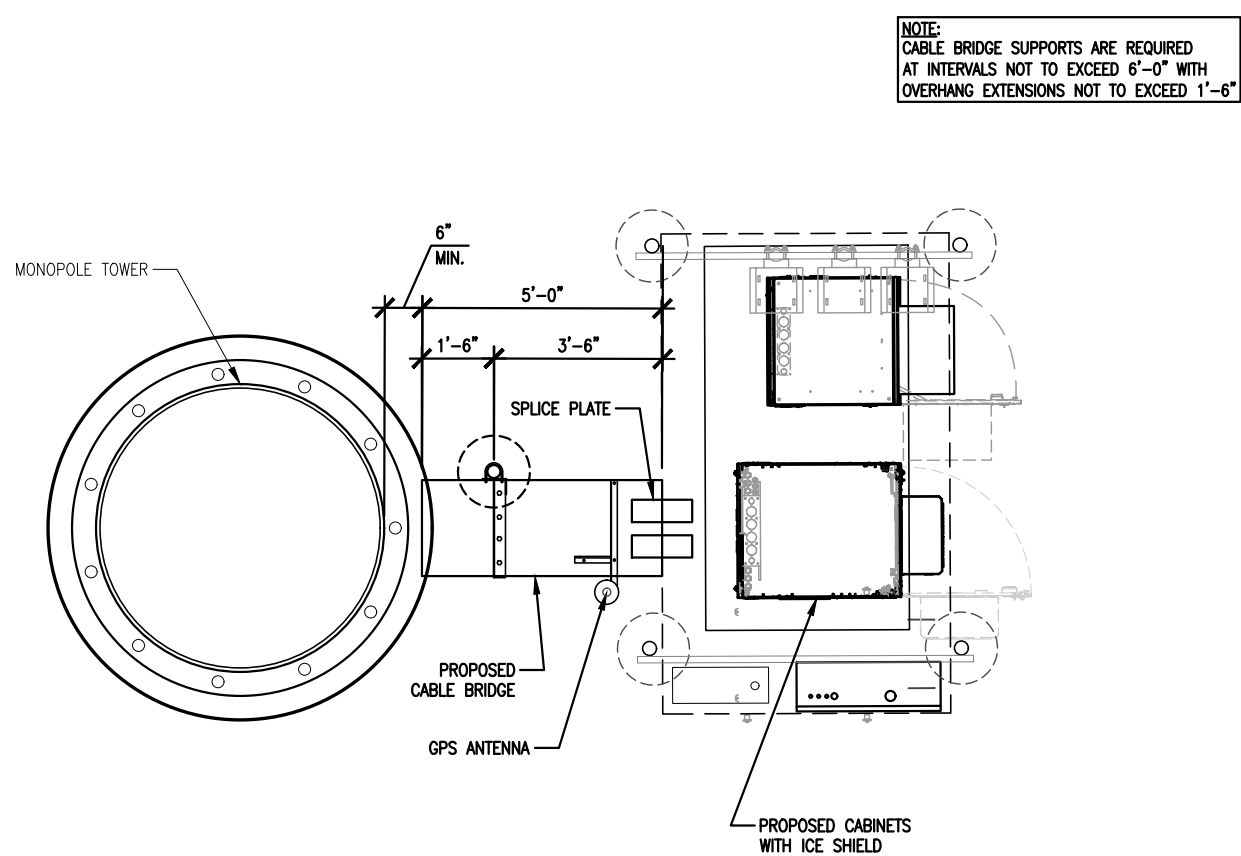
VZW A-3



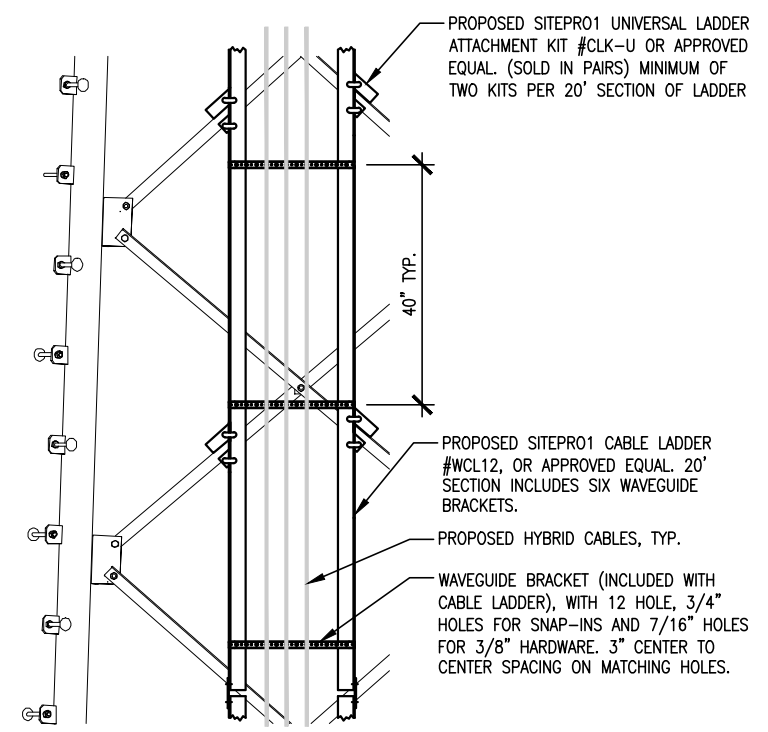
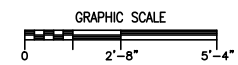
1 CABLE BRIDGE SECTION
SCALE: 1/2" = 1'-0"



3 GPS ANTENNA MOUNTING
SCALE: N.T.S



2 CABLE BRIDGE PLAN
SCALE: 3/16" = 1'-0"



4 CABLE LADDER DETAIL

NOTE:
CABLE BRIDGE SUPPORTS ARE REQUIRED
AT INTERVALS NOT TO EXCEED 6'-0" WITH
OVERHANG EXTENSIONS NOT TO EXCEED 1'-6"

NOT FOR
CONSTRUCTION

DESIGN 1

9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

PROJECT
US-MN-5154

RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

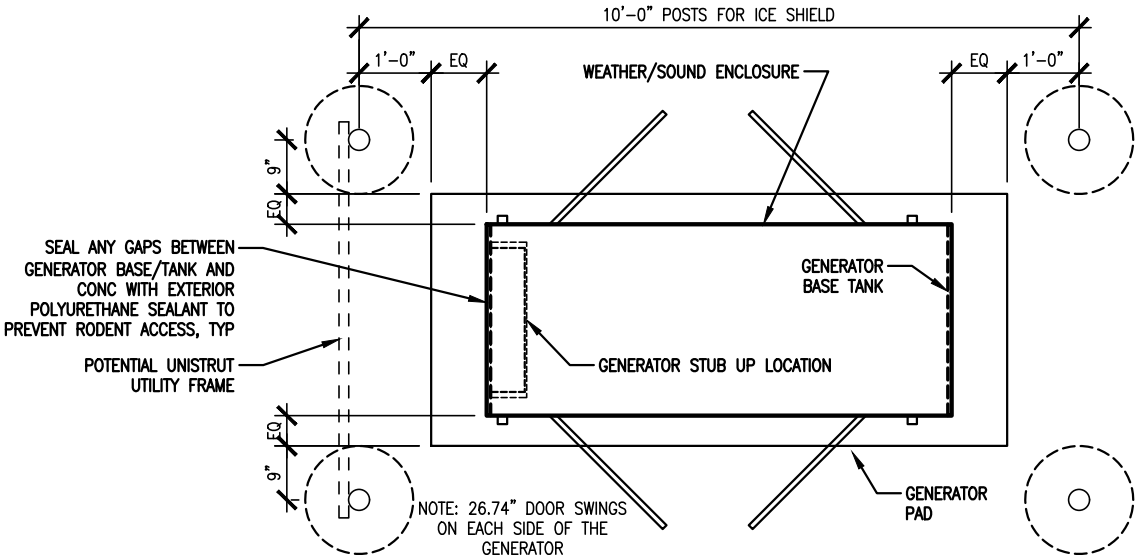
SHEET CONTENTS:
CABLE BRIDGE DETAILS
CABLE LADDER DETAIL
GPS DETAILS

DRAWN BY:	SJD
CHECKED BY:	TAB
REV. A	11-14-24
REV. B	11-25-24
REV. C	01-23-25
REV. D	02-25-25
REV. E	04-09-25
REV. F	04-30-25

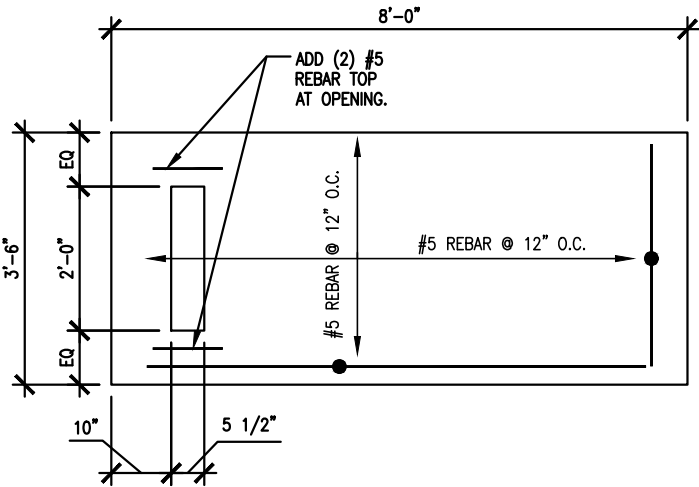
VZW A-4

30RE0ZK (Diesel 30KW) w/ Ice Shield
ADV-8784

CONTRACTOR TO INSTALL E-STOP (SUPPLIED WITH GENERATOR) IN ACCORDANCE WITH THE MFG'S SPECIFICATIONS/REQUIREMENTS AND THE NEC ON THE SIDE OF THE GENERATOR ENCLOSURE. CONNECT TO GENERATOR CONTROL PANEL AS REQUIRED TO SHUT DOWN ENGINE UPON ACTIVATION.

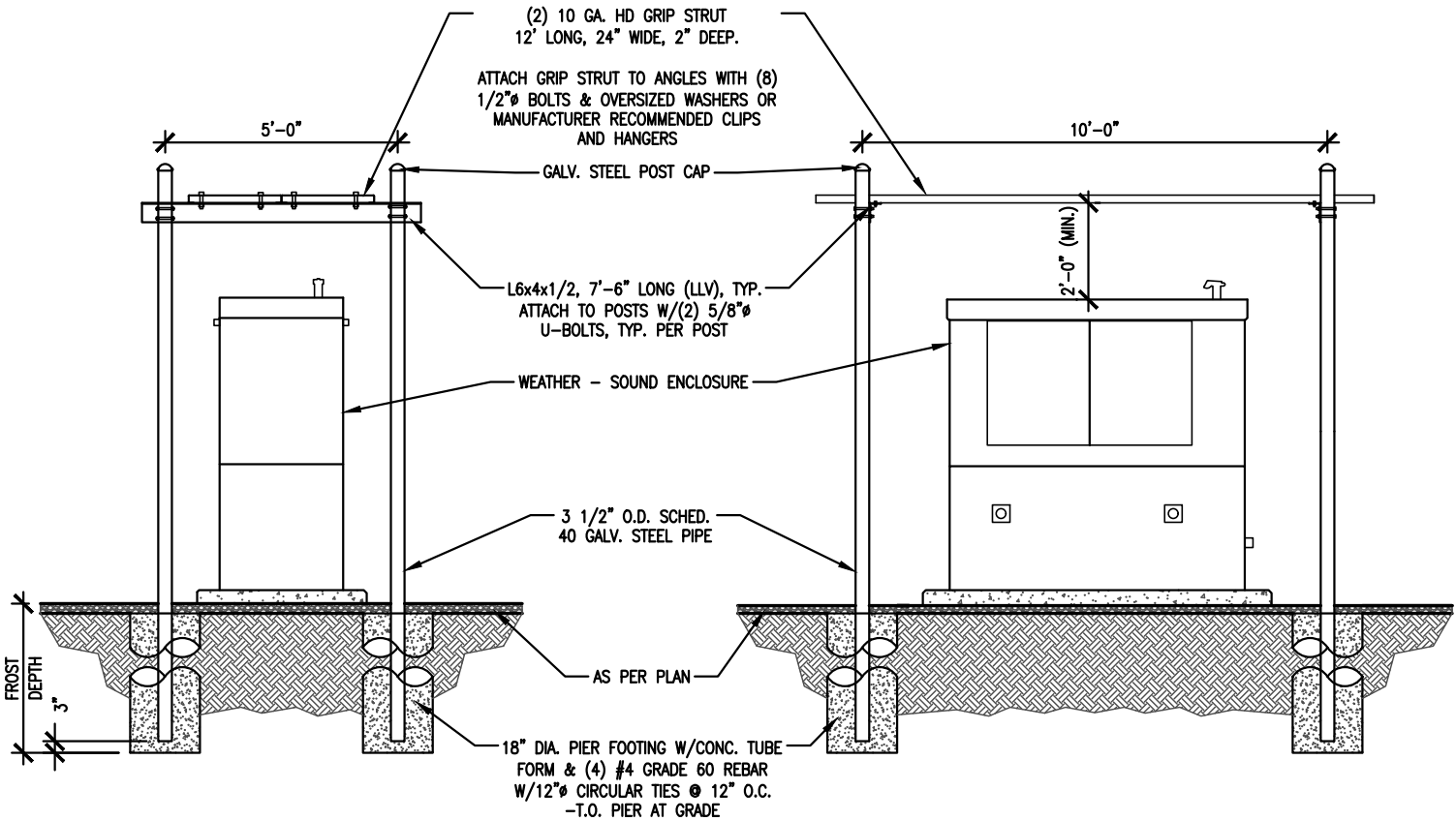


3 GENERATOR PLAN
SCALE: 3/8" = 1'-0"

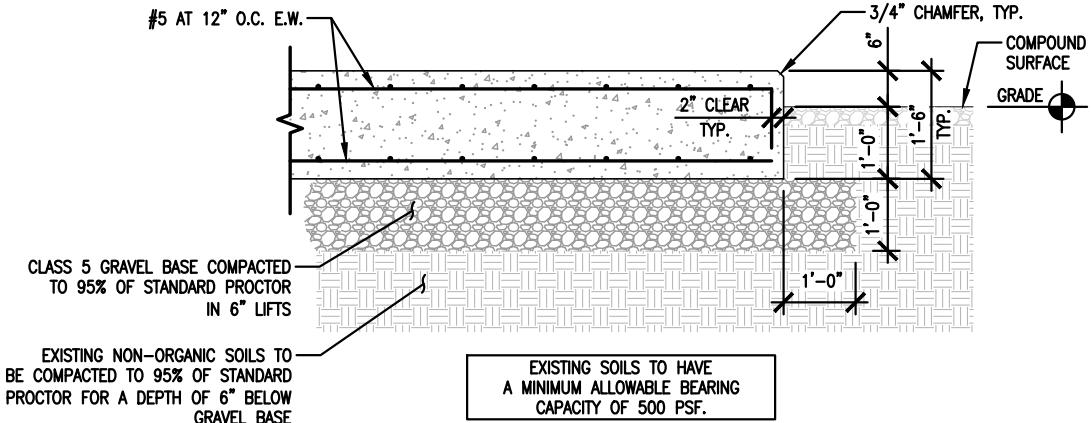


2 GENERATOR PAD PLAN
SCALE: 3/8" = 1'-0"

NOTES:
1. T/O SLAB TO LEVEL $\pm 1/8"$
2. MAINTAIN 3" COVER AT REBAR T/B.
3. ANCHOR GENERATOR USING CAST-IN BOLTS OR EXPANSION ANCHORS USING ALL PROVIDED HOLES IN BOTTOM OF SKID



4 GENERATOR ELEVATIONS
SCALE: 1/4" = 1'-0"



1 GENERATOR PAD SECTION
SCALE: 3/8" = 1'-0"

PREPARED FOR:

vertical bridge

THE TOWERS, LLC

750 PARK OF COMMERCE DR.
SUITE 200
BOCA RATON, FL 33487

NOT FOR
CONSTRUCTION

DESIGN 1

9973 VALLEY VIEW RD.
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(952) 903-9299
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PROJECT
US-MN-5154

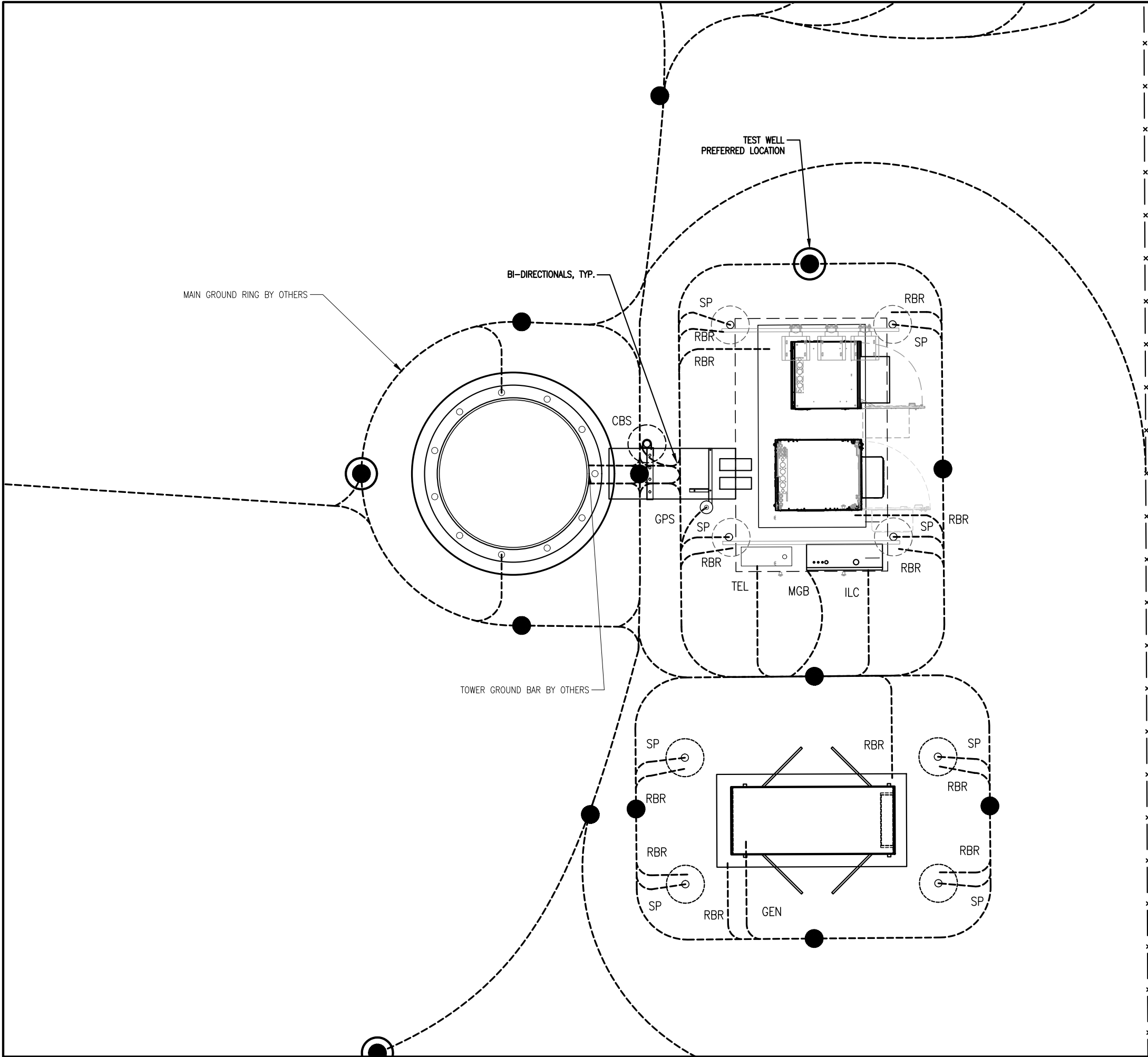
RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
GENERATOR DETAILS

DRAWN BY:	SJD
CHECKED BY:	TAB
REV. A	11-14-24
REV. B	11-25-24
REV. C	01-23-25
REV. D	02-25-25
REV. E	04-09-25
REV. F	04-30-25

VZW A-5



NOTES:
1. GENERAL CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THAT THE INSTALLATION OF ALL GROUNDING MEETS THE VERIZON NETWORK STANDARD NUMBERS "NSTD46" DOCUMENTS TITLES "CELL SITE AND MICROWAVE RADIO STATION PROTECTION - ENGINEERING CONSIDERATIONS".
2. SEE SHEET G-1 FOR ADDITIONAL NOTES.

PREPARED FOR:

THE TOWERS, LLC
750 PARK OF COMMERCE DR.
SUITE 200
BOCA RATON, FL 33487

NOT FOR
CONSTRUCTION

DESIGN 1
9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

PROJECT
US-MN-5154

RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

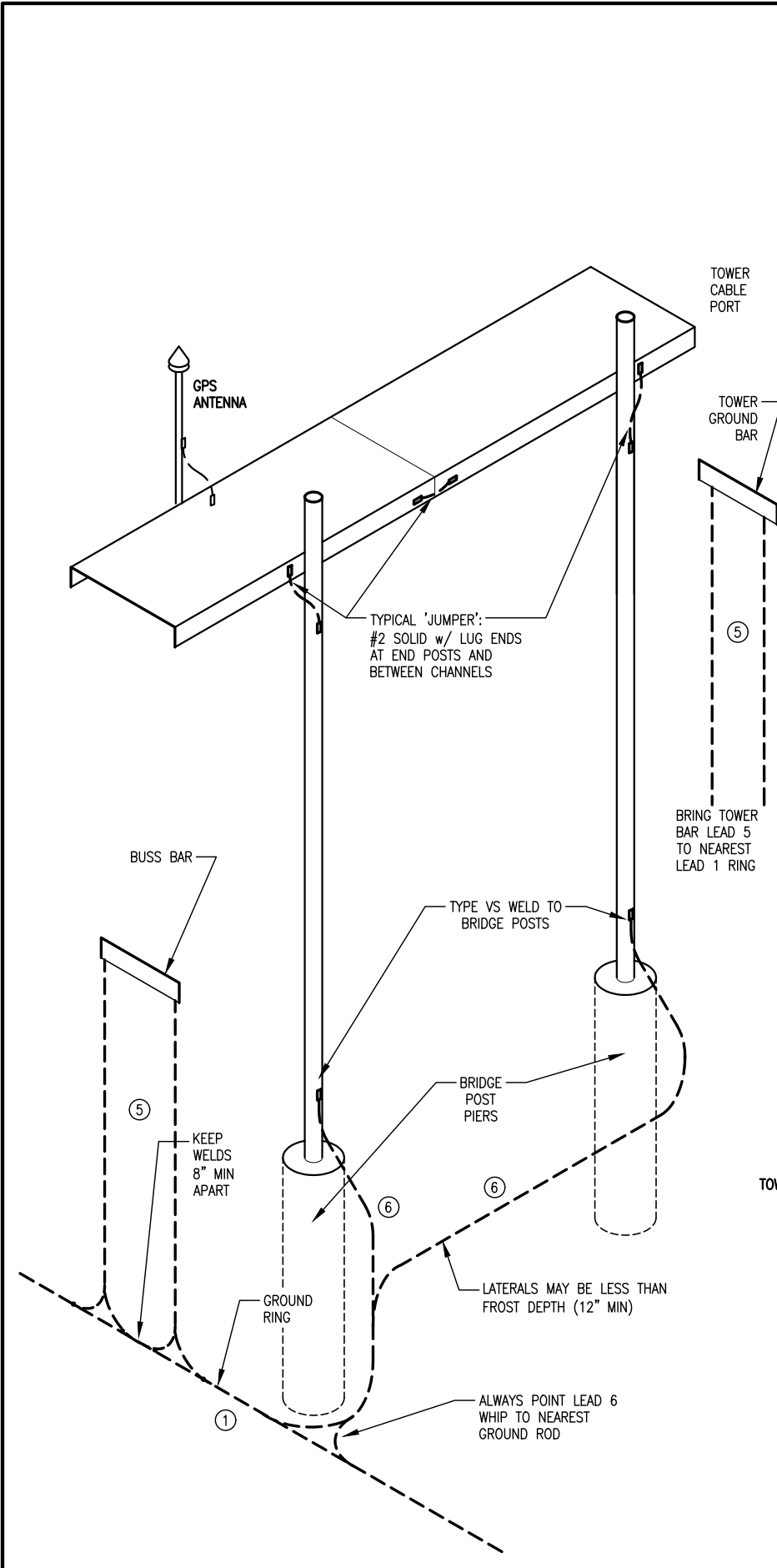
SHEET CONTENTS:
GROUNDING PLAN

DRAWN BY:	SJD
CHECKED BY:	TAB
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REV. B	11-25-24
REV. C	01-23-25
REV. D	02-25-25
REV. E	04-09-25
REV. F	04-30-25

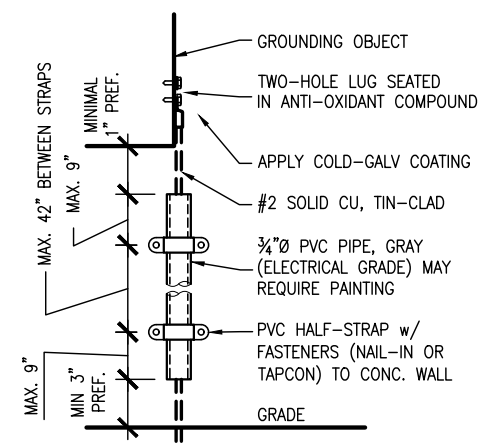
VZW G-1

1 **GROUNDING PLAN**
SCALE: NTS

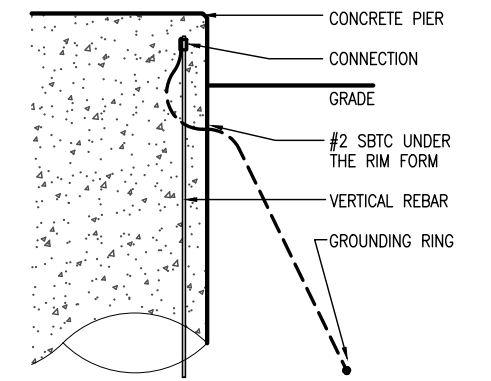




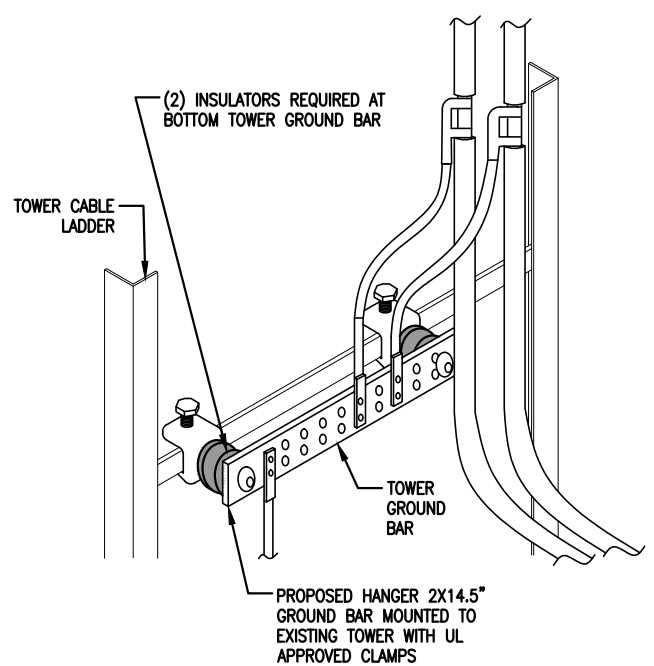
1 TYPICAL CABLE BRIDGE GROUNDING DETAIL
SCALE: NONE



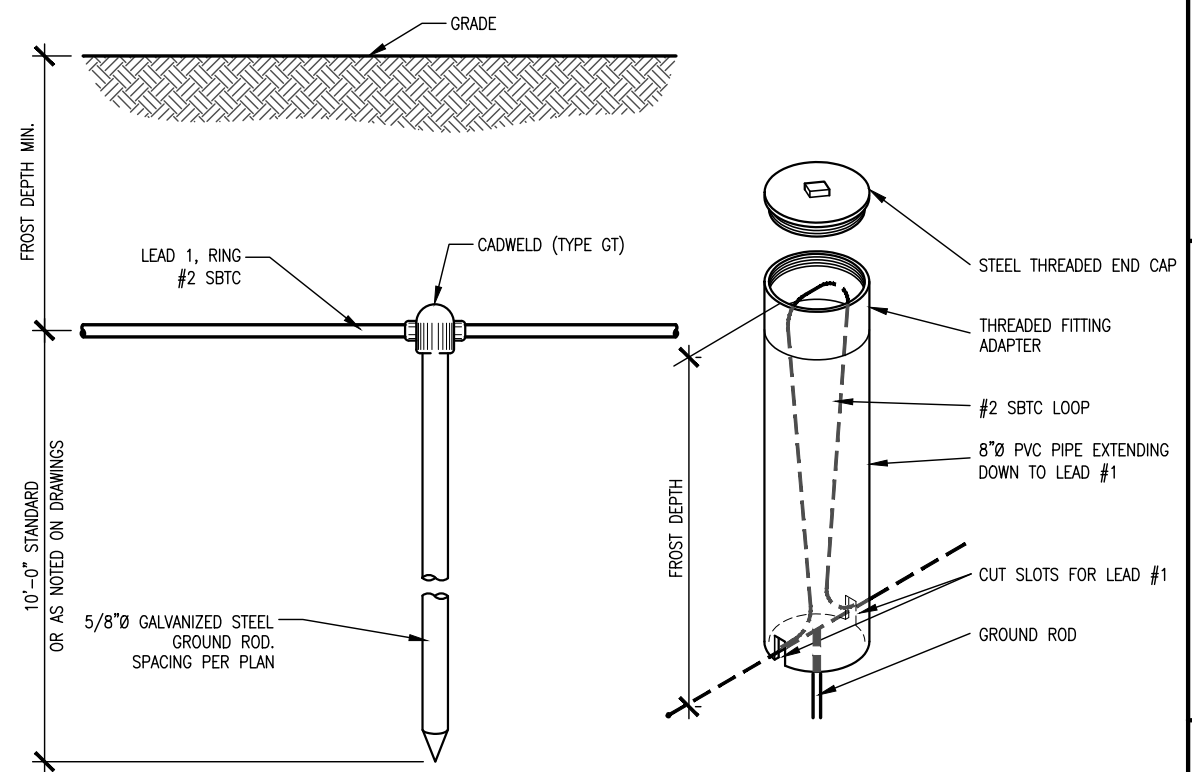
4 CONDUIT DETAIL
SCALE: NONE



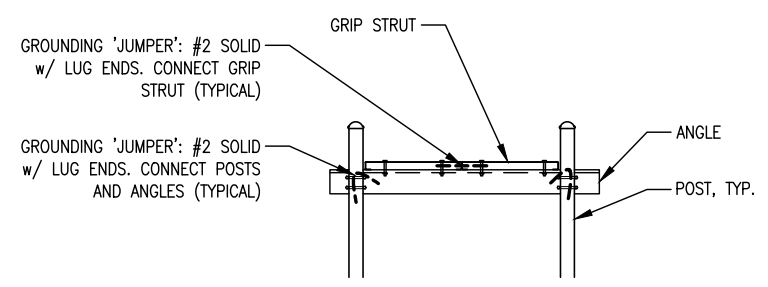
3 REBAR GROUNDING DETAIL
SCALE: NONE



2 TOWER GROUND BAR DETAIL
SCALE: NONE



5 GROUND RING & ROD DETAIL
SCALE: NONE



6 TYPICAL ICE SHIELD GROUNDING DETAILS
SCALE: NONE

NOT FOR CONSTRUCTION

DESIGN 1

9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
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PROJECT
US-MN-5154

RED OAK

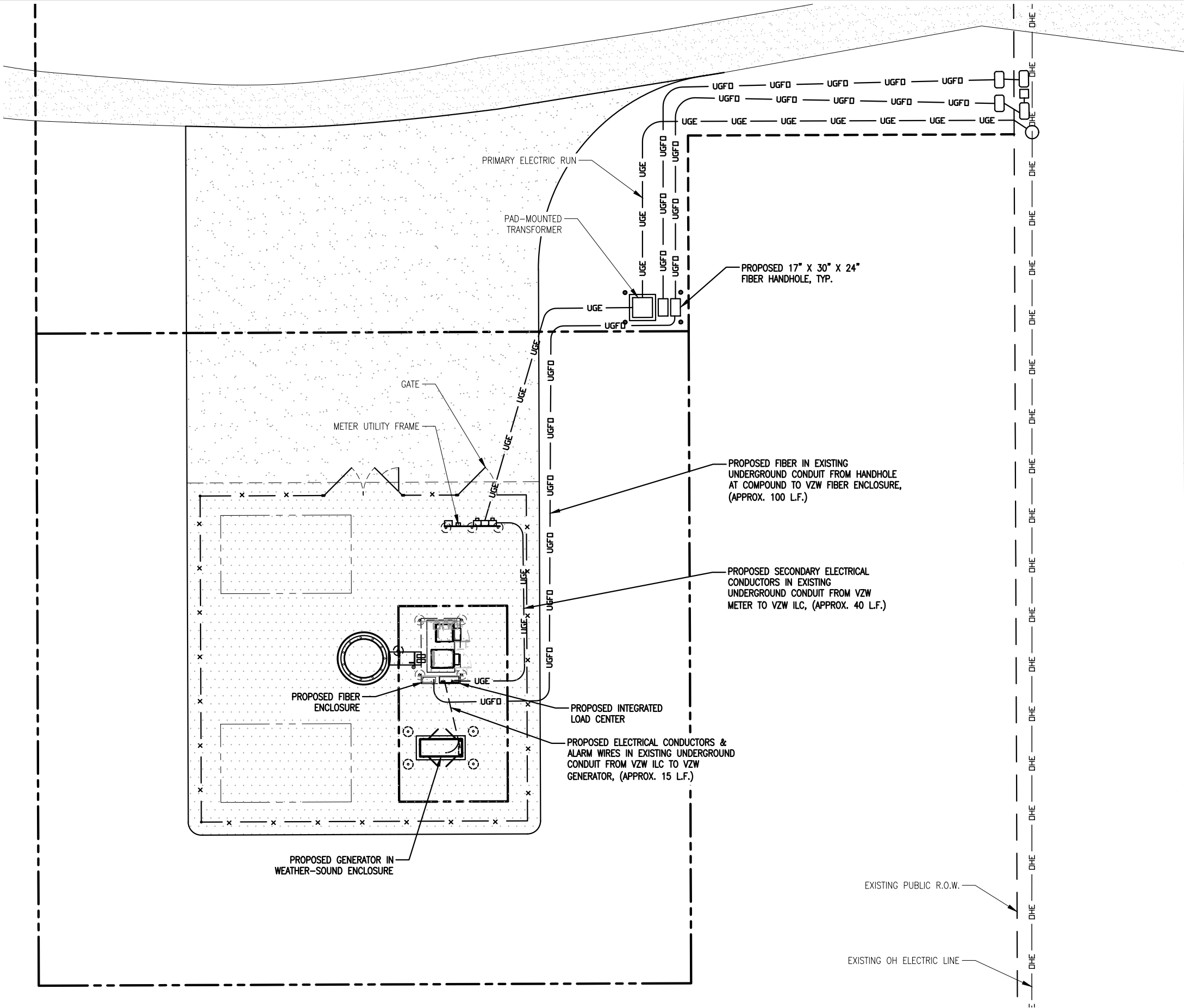
87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:
GROUNDING DETAILS

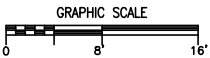
DRAWN BY:	SJD
CHECKED BY:	TAB
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REV. B	11-25-24
REV. C	01-23-25
REV. D	02-25-25
REV. E	04-09-25
REV. F	04-30-25

VZW G-2

POWER DESIGN NOTES:
POWER TO BE INSTALLED PER UTILITY
COORDINATION REPORT.
SEE SHEET G-1 FOR ADDITIONAL NOTES.



1 SITE UTILITY PLAN
SCALE: 1/16" = 1'-0"



McCulley Road

PREPARED FOR:



NOT FOR
CONSTRUCTION



9973 VALLEY VIEW RD.
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(952) 903-9299
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PROJECT
US-MN-5154

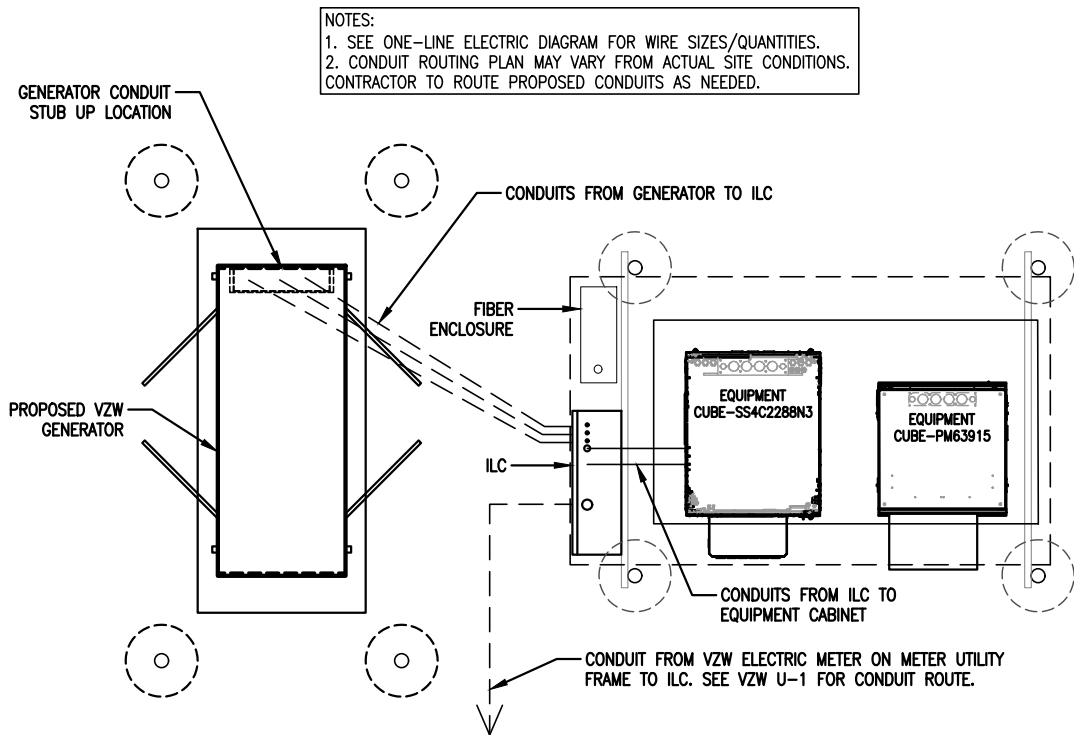
RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

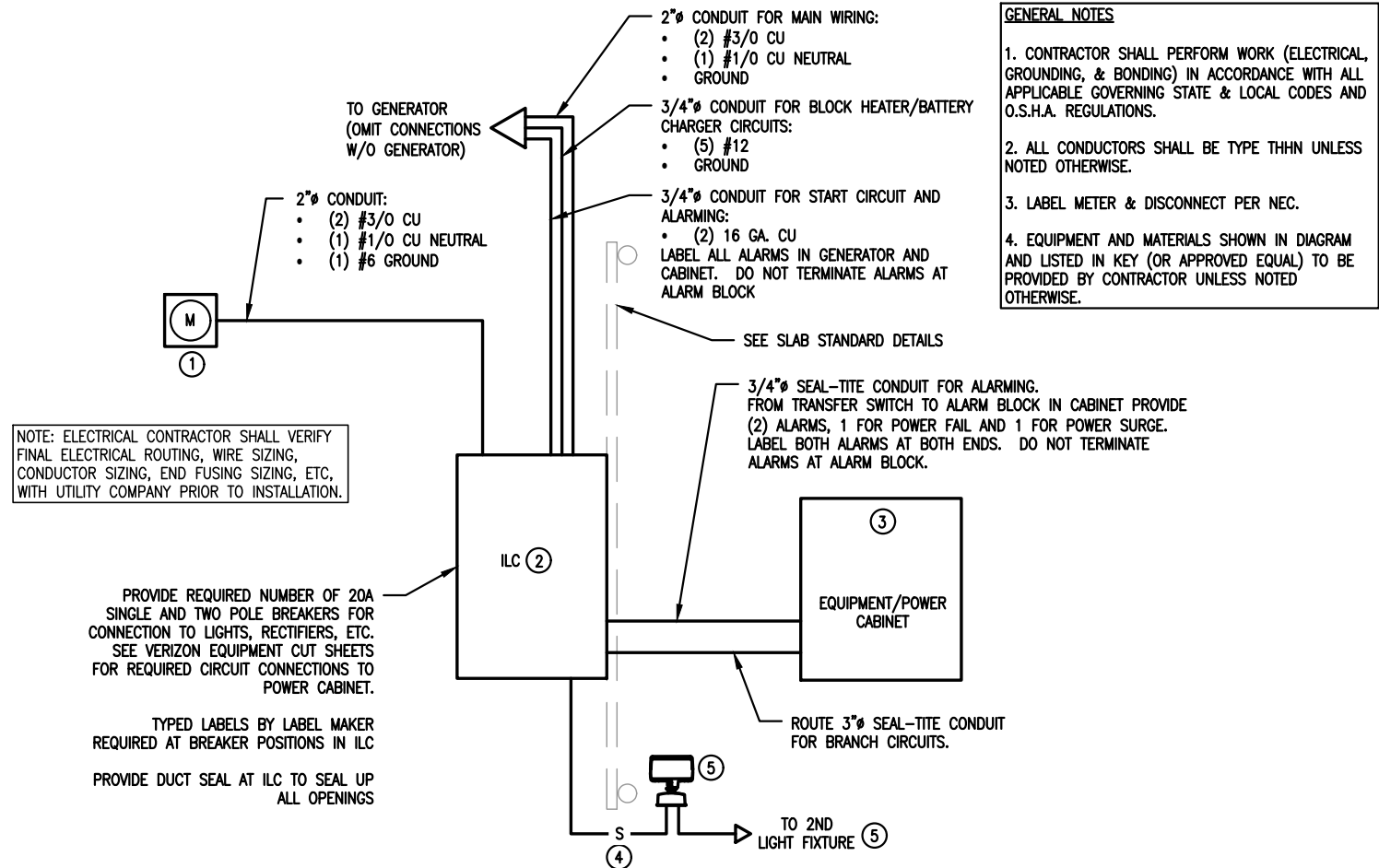
SHEET CONTENTS:
VZW UTILITY PLAN

DRAWN BY:	SJD
CHECKED BY:	TAB
REV. A	11-14-24
REV. B	11-25-24
REV. C	01-23-25
REV. D	02-25-25
REV. E	04-09-25
REV. F	04-30-25

VZW U-1



1 CONDUIT ROUTING PLAN
SCALE: 1/4" = 1'-0"



ELECTRICAL EQUIPMENT LIST & KEY				
KEY NOTE	ALT.	MANUFACTURER PART NUMBER	MANUFACTURER	DESCRIPTION
①	-	-	-	UTILITY CO. APPROVED 200A METER WITH MCB/DISCONNECT
②	GEN.	AA300G-1PH-42-3R	ASCO POWER TECHNOLOGIES	D300L SERIES, SINGLE PHASE, 200A POWER TRANSFER LOAD CENTER (PROVIDED BY VERIZON)
	W/O GEN.	AA300G-1PH-3RGC		D300L SERIES, SINGLE PHASE, 200A POWER TRANSFER LOAD CENTER W/CAM-LOK (PROVIDED BY VERIZON)
③	-	-	-	PUNCH DOWN ALARM TERMINAL BLOCK (LOCATED WITHIN EQUIPMENT)
④	-	E357	DAYTON	LIGHT FIXTURE CONTROL & WEATHERPROOF CASING
⑤	-	OLFL PE 14 BZ	LITHONIA	OUTDOOR INTEGRATED LED FLOOD LIGHT FIXTURE - MOUNT PER STANDARD DETAILS

2 ONE-LINE ELECTRICAL DIAGRAM
SCALE: NONE

PREPARED FOR:



THE TOWERS, LLC
750 PARK OF COMMERCE DR.
SUITE 200
BOCA RATON, FL 33487

NOT FOR
CONSTRUCTION

DESIGN 1

9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

PROJECT
US-MN-5154

RED OAK

87 MCCULLEY ROAD
MAPLE PLAIN, MN 55359

SHEET CONTENTS:

CONDUIT ROUTING PLAN
ONE LINE ELECTRIC DIAGRAM

DRAWN BY: SJD
CHECKED BY: TAB
REV. A 11-14-24
REV. B 11-25-24
REV. C 01-23-25
REV. D 02-25-25
REV. E 04-09-25
REV. F 04-30-25

VZW U-2

MIN RED OAK Coverage Before and After Comparison

The following simulation maps show the coverage improvement in the area surrounding the proposed MIN RED OAK site. Currently the site is surrounded by areas of low coverage, as measured by RSRP (Reference Signal Received Power). This measures the power level received by the wireless device in a certain location, given in decibels (dB). For a typical case, “good” coverage, that is, coverage that will provide reliable service both indoors and outdoors, is anything above around -85 dB. Coverage that is somewhat reliable, but may start to show signs of degraded reliability, would be below that level to around -95 dB; Verizon would consider that “Fair” coverage. And “Poor” coverage would then be signal levels below that -95 dB to -105 dB. Signal may exist and be sufficient in some situations below that level, but reliability is very degraded and the likelihood that a user would be able to maintain a consistent connection is low.

The first map (Figure 1, below) shows the signal levels as described above as it is today. Red areas show where coverage is “good”, yellow is where Verizon has “fair” coverage, and blue is “poor” coverage.

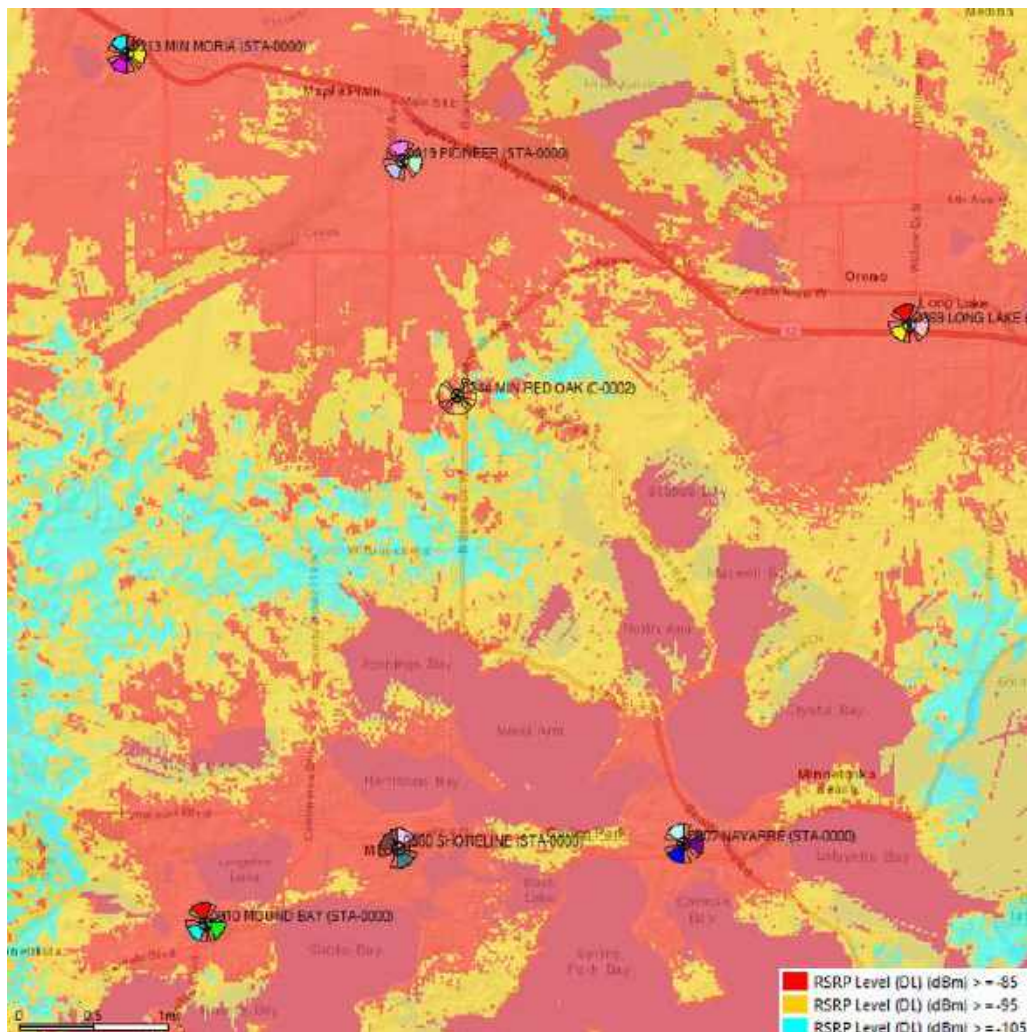


Figure 1: Existing Coverage surrounding the proposed MIN RED OAK Site

Figure 2 below shows the impact of adding MIN RED OAK to our network. MIN RED OAK has converted all the areas surrounding it for a couple of miles from “poor” or “fair” to “good”, and has also converted areas further from the site from “fair” to good. This includes ensuring consistent coverage for the entirety of N Shore Dr between Lake Minnetonka and US Hwy 12, which currently ranges from fair to poor coverage.

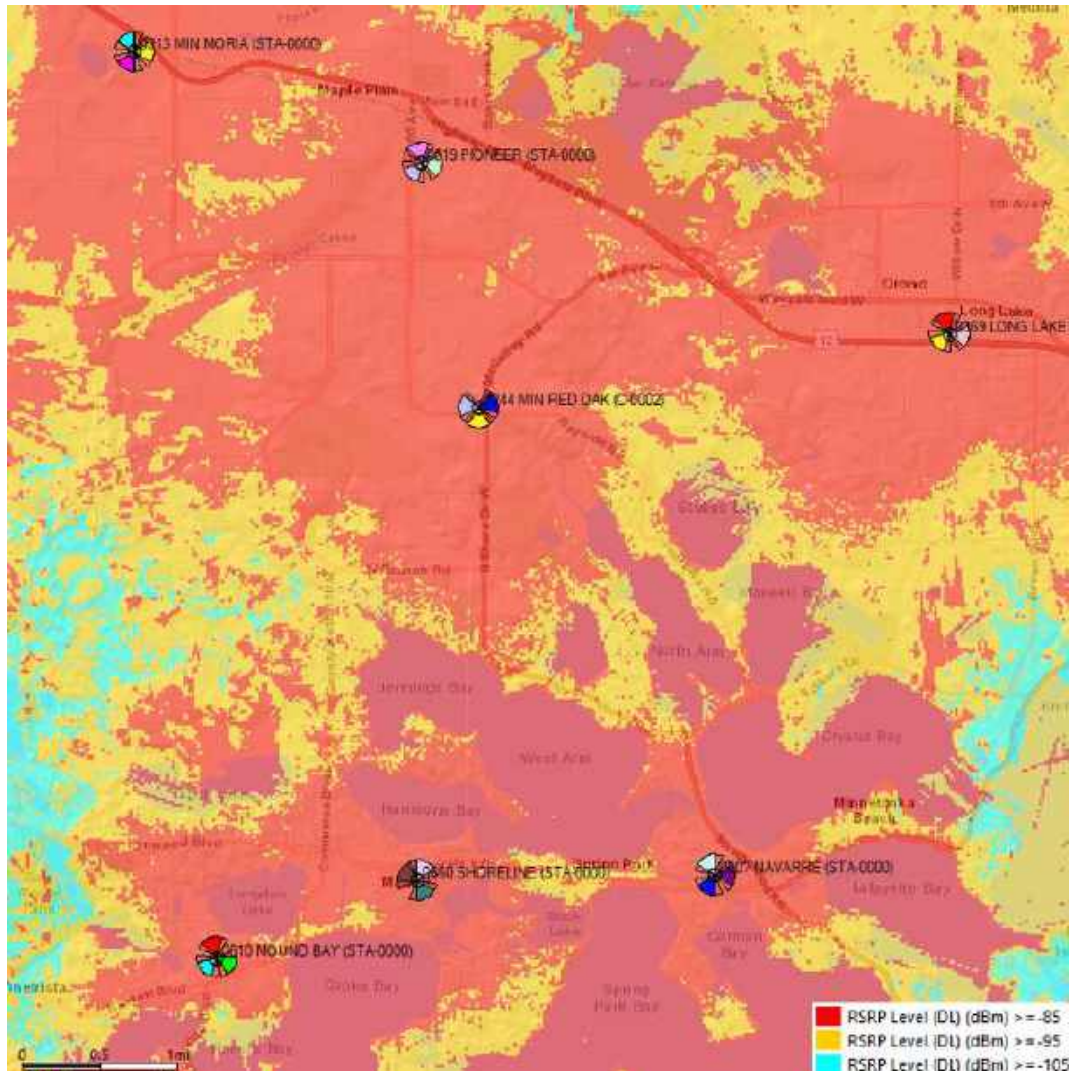


Figure 2: Proposed Coverage surrounding the proposed MIN RED OAK Site

In addition to the coverage simulations provided, Verizon has measured data from several drive tests that confirms the current poor coverage in the area, and we are confident that MIN RED OAK is the best solution to fill in these coverage gaps and ensure reliable communications for customers in the area north of Lake Minnetonka.

December 16, 2024

Jennifer Schaumburg
The Towers, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487



Subject:	Fall Certification Letter	
Arcosa Designation:	Arcosa Project Number:	B412
	Arcosa Site Name:	Red Oak (US-MN-5154)
Engineering Firm Designation:	B+T Group Project Number:	174295.001.01.0001
Site Data:	Red Oak (US-MN-5154)	
	180'ext195' Self Support Tower	

To Whom it May Concern:

As Requested by Arcosa Telecom Structures on behalf of The Towers, LLC, B+T Group is pleased to submit this "Fall Certification Letter" for the 180'ext 195' Self Support Tower to be constructed at the **Red Oak (US-MN-5154)** site.

This tower will be designed in accordance with the TIA 222-H standard for Hennepin County, MN. The tower will be designed to support antennas and transmission lines for four wireless carriers. The design criteria are more particularly described as follows:

Design Wind Speed: 109mph 3-sec gust (no ice), 50mph 3-sec gust (1.5" ice)
Structure Class: II
Exposure Category: C
Topographic Category: 1

175'—Wireless Carrier 1 (CaAa= 42,000 sq in w/ (18) 1 5/8" transmission lines
165'—Wireless Carrier 2 (CaAa= 30,000 sq in w/ (12) 1 5/8" transmission lines
155'—Wireless Carrier 3 (CaAa= 30,000 sq in w/ (12) 1 5/8" transmission lines
145'—Wireless Carrier 4 (2) 6' MW Dishes (6GHZ) w/ (9) 1.625 transmission lines

Currently it is our understanding that this structure be designed such that, if a failure were to occur, the tower would fall within a radius of 90.0' from the base of the structure. It should be understood that communication structures are designed in accordance with strict structural standards and it is extremely rare that well maintained towers fail under normal operational conditions. However, in the highly unlikely event that this tower were to experience operational failure, the failure mode would most likely be compression buckling. In a compression buckling failure, it is reasonable to assume a structure of this type would most likely collapse and fall on itself within a radius of 90.0' from the base of the tower. It should be understood that this opinion does not consider unpredictable extreme catastrophic events for which the structure is not designed. However, any damage to surrounding property caused by the tower failing during such an event would be relatively insignificant when compared to the damage caused to the surrounding property by the event itself.

I hope this letter satisfies your concerns. Please let us know if we may be of further assistance.

Respectfully submitted by: B+T Engineering, Inc.

Chad E. Tuttle, P.E.

I hereby certify that this plan, specification, or report 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.

Print Name: CHAD E. TUTTLE

Signature: 

Date: 12/16/24 License # 42966

■City of Independence

***Request for an Interim Use Permit to Allow a Kennel on the
Property located at 3850 County Line Road***

<i>To:</i>	City Council
<i>From:</i>	Mark Kaltsas, City Planner
<i>Meeting Date:</i>	May 6, 2025
<i>Applicant:</i>	Christine Parr
<i>Owner:</i>	Christine Parr
<i>Location:</i>	3850 County Line Road

Request:

Christine Parr (Applicant/Owner) requests that the City consider the following action for the Property located at 3850 County Line Road Independence, MN (PID No. 07-118-24-22-0006):

- a. An interim use permit (IUP) to allow a non-commercial kennel (five personal dogs) on the subject property.

Property/Site Information:

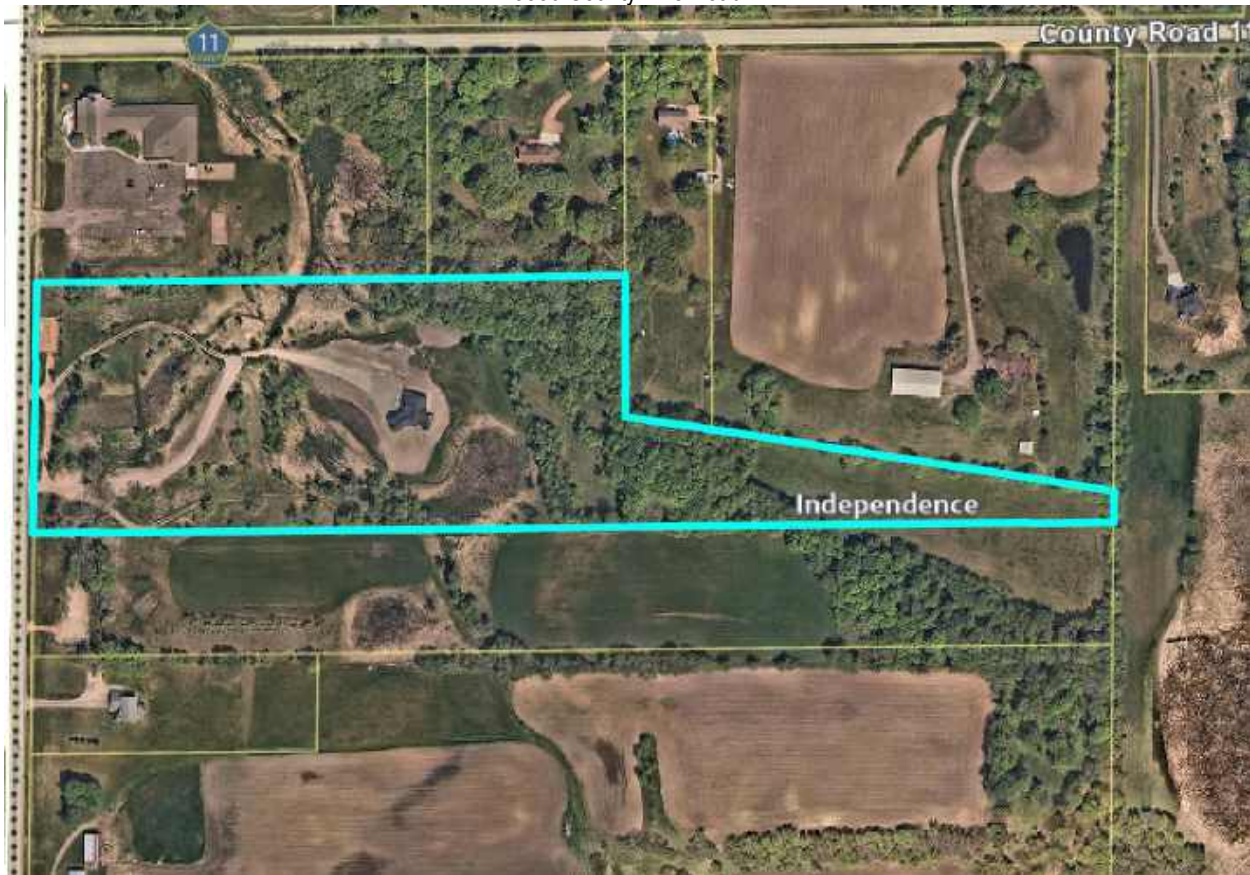
The property is located east side of County Line Road on the very west edge of the city. The property has open areas, wetlands and woodlands located throughout the property. There is a new home that was just completed on the property. The property has the following characteristics:

Property Information: **3850 County Line Road**

Zoning: *Agriculture*

Comprehensive Plan: *Agriculture*

Acreage: *19.50 acres*



Discussion:

The applicant is seeking an Interim Use Permit to allow a private dog kennel on the subject property. A kennel is defined as follows:

"Kennel." Any structure or premises on which four or more dogs over six months of age are kept.

The applicants recently purchased the property and are finalizing the construction of a new home. The applicant has noted that they currently have five (5) personal dogs that would move onto the property with them upon completion of the new home. The applicant would keep the dogs inside of the home. The applicant has noted that they will be fencing in a part of the yard to contain the dogs.

The criteria for granting an interim use permit are clearly delineated in the City's Zoning Ordinance (Section 520.17 subd. 1, a-e) as follows:

520.17. Criteria for granting an interim use permit.

Subd. 1. The city council may issue interim use permits for an interim use of property provided the proposed use meets all of the following criteria:

- (a) The use is deemed to be temporary, and the use conforms to the development and performance standards of the zoning regulations herein;
- (b) The date or event that will terminate the use can be identified with certainty;
- (c) Allowing the use will not impose additional costs on the public if it is necessary for the public to take the property in the future;
- (d) The user agrees to any conditions that the city council deems appropriate for allowing the use; and
- (e) The use meets the standards set forth in subsection 520.11 governing conditional use permits.

The city has issued interim use permits for similar types of uses that don't conform to all applicable standards of the ordinance but are generally in keeping with the spirit and intent. The applicant is not proposing to board or keep any animals on the property other than their personal dogs. The city can utilize conditions in the IUP that will ensure that no other dogs are kept on the premise. One of the most notable issues with kennels is related to noise due to dogs barking and or roaming of dogs outside of enclosed areas. The applicant has noted that the property is 20 acres, and that they are going to keep the dogs within the principal home and or the fenced in area (location and areas fenced in will need to be confirmed) should minimize the potential for noise and roaming related issues.

As the proposed use relates to the criteria for granting an IUP, the following items should be noted:

- The number of dogs permitted on the property shall be limited to five (5).
- The dogs will be permitted within the principal structure and fenced area(s) only (will need to establish an exhibit and attach to the IUP). A condition of the kennel approval will require the dogs to be contained on the property to fenced areas only.
- The proposed IUP will not create an increase (beyond that of a residential property of like character, size and location) in noise or offensive odors, fumes dust, or vibrations for the surrounding properties.
- The interim use permit will expire upon the conveyance of the property or the sale or cessation of the kennel, whichever occurs first.

The Planning Commission will need to review the request and determine that all criteria for granting an interim use permit have been satisfied by the applicant. Based on the discussion and public hearing it may be necessary to consider additional conditions if recommended for approval.

Neighbor Comments:

The City has received several comments relating to the status of the existing dogs on this property. It was noted that the dogs are not currently contained and have been seen or found off of the property and on adjacent properties. Based on additional information provided to the city, it has been determined that the dogs noted in the above complaint are not the same dogs owned by this applicant.

Planning Commission Discussion and Recommendation:

Planning Commissioners reviewed the application and asked questions of staff and the applicant. The applicant presented information relating to their dogs and fence installation to the Planning Commissioners. Commissioners discussed the information as well as the general request for an IUP. Commissioners noted that the city has used IUP's in the past for similar requests. Commissioners confirmed that no additional dogs could be added to the "kennel" without an amendment to the IUP. Commissioners also noted that the applicant will be subject to the dogs being contained within the approved fence areas on the property at all times. Commissioner found that the criteria for granting an IUP had been satisfied by the applicant and recommended approval of the IUP to the City Council.

Recommendation:

The Planning Commission recommended approval of the request for an Interim Use Permit to the City Council with the following findings and conditions:

1. The proposed Interim Use Permit request meets all applicable conditions and restrictions stated Chapter V, Section 510, Zoning, in the City of Independence Zoning Ordinance.
2. The number of dogs permitted on the property at any time shall be limited to five (5).
 - The dogs will be permitted within the principal structure and fenced area (as shown on attached Exhibit B).
 - The proposed IUP will not create an increase (beyond that of a residential property of like character, size and location) in noise or offensive odors, fumes dust, or vibrations for the surrounding properties.
3. There shall be no employees other than property owner and family "staffing" the *kennel* at any time on the property.
4. Any expansions (increase in number of dogs), additions or other changes to the proposed interim use will require an amendment to the interim use permit.
5. The City Council may revoke the interim use permit if the applicant violates any of the conditions set forth in the IUP.
6. The interim use permit will expire upon the conveyance of the property or the sale or cessation of the kennel by the current owner, whichever occurs first.

Attachments:

1. Application



**CITY OF
INDEPENDENCE
MINNESOTA**

Date Submitted: 01-31-2025

Applicant Information

Name: Christine A Parr
Address: 3850 County Line Rd se
Independence, Minnesota
55328
Primary Phone: 612-481-5061
Email: pitpro@comcast.net

Owner Information

Name: Christine A Parr
Address: 3850 County Line Rd se
Independence, Minnesota
55328
Primary Phone: 612-481-5061
Email: pitpro@comcast.net

Property Address:

PID:

Planning Application Type: Interim Use Permit

Description:

Supporting Documents: Site Survey (Existing Conditions)

Signature:

Christine Parr

We have 5 dogs as our family members. We bought the property which is 20 acres and plan on fencing in part of the yard. This would only be for our personal use. I am attaching an aerial view of the property. Thank you very much! We look forward to becoming residents of Independence.



■ RESOLUTION OF THE
CITY OF INDEPENDENCE
HENNEPIN COUNTY, MINNESOTA

RESOLUTION NO. 25-0506-03

**A RESOLUTION GRANTING APPROVAL OF AN INTERIM USE PERMIT TO
ALLOW A KENNEL TO BE LOCATED AT 3850 COUNTY LINE ROAD**

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 2020 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, Christine Parr (“Applicant/Owner”) is requesting an Interim Use Permit to allow a kennel to be operated within the principal home on the property located at 3850 County Line Road (PID No. 07-118-24-22-0006) (the “Property”); and

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

WHEREAS, the approved site plan is further depicted on **Exhibit B** attached hereto; and

WHEREAS, the Property is zoned AG-Agriculture; and

WHEREAS the requested Interim Use Permit meets all requirements, standards and specifications of the City of Independence zoning ordinance for AG-Agriculture property; and

WHEREAS the Planning Commission held a public hearing on April 15, 2025, to review the application for an Interim Use Permit, following mailed and published noticed as required by law; and

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MINNESOTA, that it should and hereby does approve the application by Christine Parr for an Interim Use Permit per the City's subdivision and zoning regulations with the following conditions:

1. The proposed Interim Use Permit request meets all applicable conditions and restrictions stated Chapter V, Section 510, Zoning, in the City of Independence Zoning Ordinance.
2. The number of dogs permitted on the property at any time shall be limited to a maximum of five (5), including all dogs owned by the applicant.
3. The proposed IUP will not create an increase (beyond that of a residential property of like character, size and location) in noise or offensive odors, fumes dust, or vibrations for the surrounding properties.
4. The dogs will be permitted within the principal structure and fenced area only as noted on the attached exhibit. Dogs will not be permitted outside of the designated areas shown on the approved site plan attached hereto as **Exhibit B**.
5. The proposed kennel should not create an increase (beyond that of the existing horse farm) in noise or offensive odors, fumes dust, or vibrations for the surrounding properties.
6. There shall be no employees associated with the *kennel* at any time on the property.
7. Any expansions (increase in number of dogs), additions or other changes to the proposed interim use will require an amendment to the interim use permit.
8. The proposed kennel is permitted as shown on the approved site plan. Any expansions, additions or other changes to the proposed site plan, attached hereto as **Exhibit B**, will require an amendment to the Interim Use Permit.
9. The City Council may revoke the interim use permit if the applicant violates any of the conditions set forth in the conditional use permit.
10. The interim use permit will expire upon the conveyance of the property or the sale or cessation of the kennel, whichever occurs first.
11. The proposed Interim Use Permit request meets all applicable conditions and restrictions stated Chapter V, Section 510, Zoning, in the City of Independence Zoning Ordinance.

This resolution was adopted by the City Council of the City of Independence on this 6th day of May 2025, by a vote of ____ ayes and ____ nays.

Brad Spencer, Mayor

ATTEST:

Mark Kaltsas, City Administrator

EXHIBIT A
(Legal Description)

Proposed Tract A

The South 264 feet of the North Half of the Northwest Quarter of Section 7, Township 118, Range 24, Hennepin County, Minnesota, as measured at right angles to the south line of said North Half of the Northwest Quarter.

AND

That part of the Northwest Quarter of Section 7, Township 118, Range 24, Hennepin County, Minnesota, described as follows:

Commencing at the northeast corner of said Northwest Quarter; thence on an assumed bearing of South 1 degree 07 minutes 16 seconds West along the east line of said Northwest Quarter a distance of 991.50 feet to the point of beginning; thence North 80 degrees 34 minutes 31 seconds West a distance of 877.43 feet; thence North 80 degrees 49 minutes 05 seconds West to the intersection with a line bearing South 0 degrees 23 minutes 19 seconds West from a point on the north line of said Northwest Quarter, hereinafter referred to as Point "A", distant 1054.25 feet westerly from the northeast corner of the Northwest Quarter; thence North 0 degrees 23 minutes 19 seconds East to a point 512.47 feet southerly from said Point "A"; thence South 89 degrees 57 minutes 28 seconds West parallel with the north line of said Northwest Quarter a distance of 425.00 feet; thence North 0 degrees 23 minutes 19 seconds East a distance of 512.47 feet to the north line of said Northwest Quarter; thence South 89 degrees 57 minutes 28 seconds West along said north line a distance of 868.97 feet to the northwest corner of said Northwest Quarter; thence South 1 degree 22 minutes 52 seconds West along the west line of said Northwest Quarter a distance of 1054.09 feet to the north line of the south 264.00 feet of the North Half of said Northwest Quarter; thence North 89 degrees 58 minutes 50 seconds East along said north line of the south 264.00 feet of the North Half of the Northwest Quarter a distance of 2362.99 feet to the east line of said Northwest Quarter; thence North 1 degree 07 minutes 16 seconds East along said east line a distance of 63.42 feet to the point of beginning, except the north 512.47 feet thereof as measured at right angles to the north line of said Section 7, Township 118, Range 24, Hennepin County, Minnesota.

EXCEPT

The West 454.73 feet of the South 264.00 feet of the North Half of the Northwest Quarter of Section 7, Township 118, Range 24, Hennepin County, Minnesota, as measured at right angles to the west and south lines of said North Half of the Northwest Quarter.

EXHIBIT B

(Approved Site Plan)

City of Independence
***Request a Minor Subdivision
for the Property located at 6625 Fogelman Road***

<i>To:</i>	City Council
<i>From:</i>	Mark Kaltsas, City Planner
<i>Meeting Date:</i>	May 6, 2025
<i>Owner/Applicants:</i>	Robert Youngquist
<i>Location:</i>	6625 Fogelman Road

Request:

Robert Youngquist (Applicant/Owner) requests that the City consider the following action for the Property located at 6625 Fogelman Road Independence, MN (PID No. 10-118-24-43-0010):

- a. A minor subdivision to allow a lot line rearrangement to shift a portion of the north/south property line that divides the two properties approximately 80 feet to the east.

Property/Site Information:

The subject property is located along the south side of Fogelman Road, west of County Road 90 N. The existing property has an existing home and accessory building. The property has the following site characteristics:

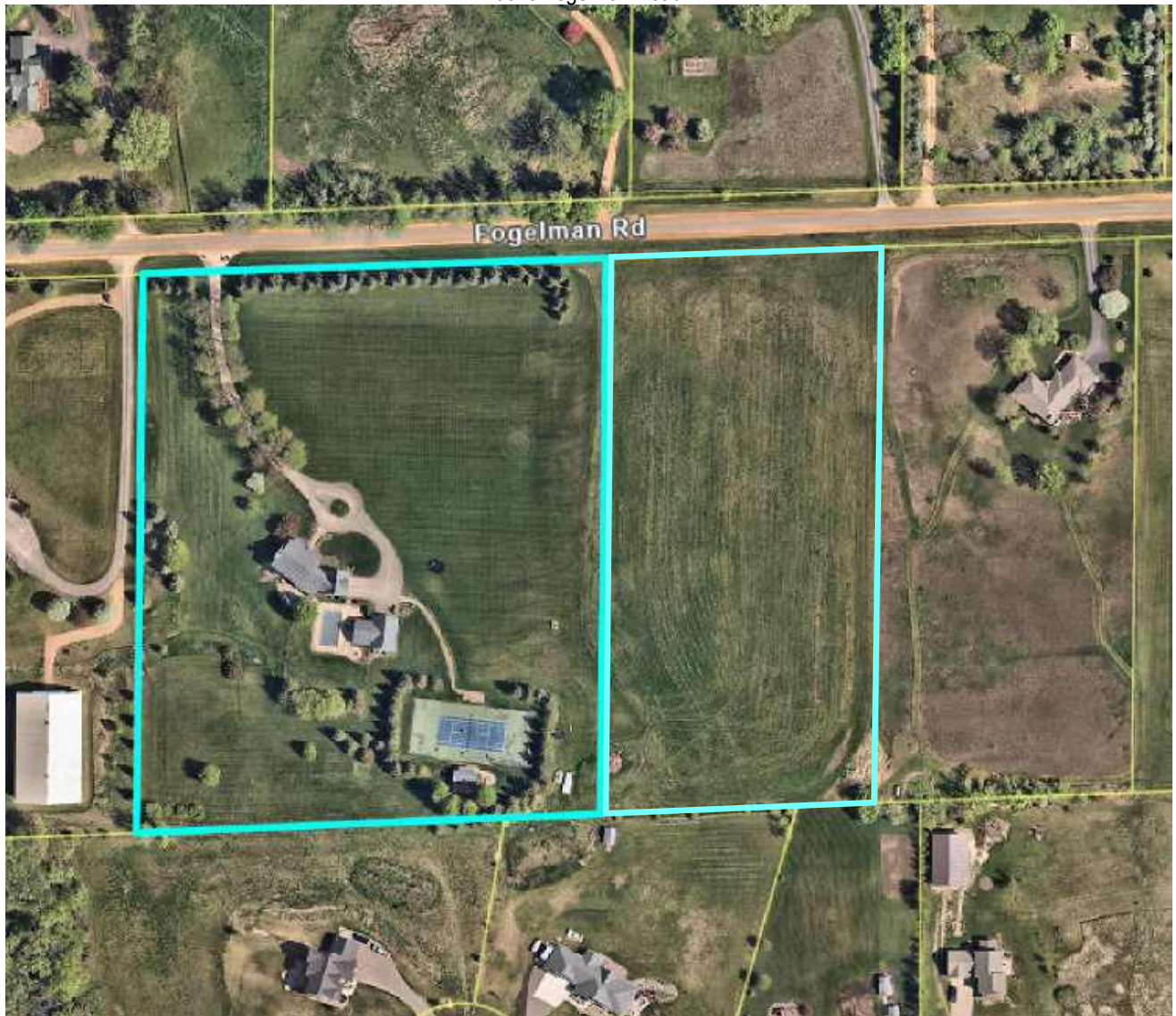
Property Information: 6625 Fogelman Road

Zoning: *RR-Rural Residential*

Comprehensive Plan: *Rural Residential*

Acreage (Before): West Parcel – 7.71 acres
East Parcel – 4.55 acres

Acreage (After): West Parcel – 8.17 acres
East Parcel – 4.09 acres



Discussion:

In 2021, the city approved the minor subdivision of the 6625 Fogelman Road property to create a second lot. At that time the existing property was just over 12 acres. The subdivision created the two lots that exist today. The applicant owns both properties and would like to construct a detached accessory building on the west parcel (shown on survey). The location desired by the applicant is in the southeast corner of the property adjacent to the tennis court. The applicant approached the city about the possibility of constructing a detached accessory structure in that location and it was noted that the proposed building would have to be wholly located on the west parcel (parcel with a principal building) and would have to meet applicable building setbacks.

The applicant is seeking a minor subdivision to allow lot line rearrangement to adjust/move the southern half of the property line separating the two parcels for the purpose of constructing a detached accessory structure that meets all applicable setbacks. The city has the following criteria relating to Rural Residential lots:

Minor Subdivision:

The proposed lot would have the following characteristics.

Lot size required:	Minimum of 2.5 buildable acres
Lot size proposed:	West Parcel – 8.17 acres East Parcel – 4.09 acres
Minimum lot frontage required:	250 LF (for property between 3.50-4.99 acres) 300 LF (for property between 5.00-10.00 acres)
Minimum lot frontage proposed:	West Parcel - 529 LF (no change) East Parcel - 313 LF (no change)
Ratio of lot frontage to lot depth required:	no more than 1:4
Ratio of lot frontage to lot depth proposed:	West Parcel - 1:1 East Parcel – 1:2

Staff discussed the proposed subdivision with the applicant and discussed looking at a solution that would minimize impacts to the surrounding properties. The applicant is proposing to shift a portion of the north/south dividing line approximately 80 feet to the east to allow for the proposed building.

The proposed subdivision delineates new drainage and utility easements along all property lines in accordance with applicable standards. The applicant has discussed the proposed building and subdivision with the neighboring property owners, and they have provided written verification that they support the request. The lot line rearrangement will create a “cookie” bite out of the southwest corner of the vacant lot. With the proposed change, both lots will still be in keeping with the size and general character of the surrounding properties. Planning Commissioners will need to consider whether or not the requested lot line rearrangement will meet all applicable criteria of the city’s zoning ordinance.

Neighbor Comments:

The City has noted that the adjacent property owners have provided written verification supporting the applicants subdivision and proposed detached accessory building.

Planning Commission Discussion and Recommendation:

Planning Commissioners reviewed the application and asked questions of staff and the applicant. Commissioners found that the request met all applicable criteria of the city for granting minor subdivisions and recommended approval to the City Council.

Recommendation:

The Planning Commission recommended approval to the City Council for the requested minor subdivision with the following findings:

1. The proposed minor subdivision meets all applicable criteria and conditions stated in Chapter V, Section 500, Planning and Land Use Regulations of the City of Independence Zoning Ordinance.
2. The Applicant shall provide to the city with the requisite drainage and utility easements legal descriptions for both lots.
3. The Applicant shall execute and record the requisite drainage and utility easement with the county within six (6) months of approval.
4. The Applicant shall pay for all costs associated with the City's review of the requested subdivision.
5. The Applicant shall record the subdivision and City Council Resolution with the county within six (6) months of approval.

Attachments:

1. Application
2. Proposed Subdivision Exhibits



RESOLUTION OF THE
CITY OF INDEPENDENCE
HENNEPIN COUNTY, MINNESOTA

RESOLUTION NO. 25-0506-04

**A RESOLUTION APPROVING A MINOR SUBDIVISION
FOR THE PROPERTY LOCATED AT 6625 FOGELMAN ROAD**

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 2020 to guide the development of the community; and

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

WHEREAS, Robert Youngquist (the “Applicant” and “Owner”) has submitted a request for a minor subdivision for the property located at 6625 Fogelman Road (PID No. 10-118-24-43-0010) in the City of Independence, MN; and

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

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

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

WHEREAS the Planning Commission held a public hearing on April 15, 2025 to review the application for a variance and minor subdivision, following mailed and published noticed as required by law; and

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

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

Robert Youngquist for a minor subdivision per the City's subdivision and zoning regulations with the following conditions:

1. The proposed rural view lot subdivision meets all applicable conditions and restrictions stated Chapter V, Section 510, Zoning, in the City of Independence Zoning Ordinance.
2. City Council approval of the minor subdivision is subject to the following:
 - a) The Applicant shall pay for all costs associated with the City's review of the requested minor subdivision.
 - b) The Applicant shall record the subdivision and City Council Resolution with the county within six (6) months of approval.
 - c) The Applicant shall execute and record the requisite drainage and utility and right of way easements with the county within six (6) months of approval.

This resolution was adopted by the City Council of the City of Independence on this 6th day of May 2025, by a vote of ____ ayes and ____ nays.

Brad Spencer, Mayor

ATTEST:

Mark Kaltsas, City Administrator

EXHIBIT A
(Legal Description of Property)

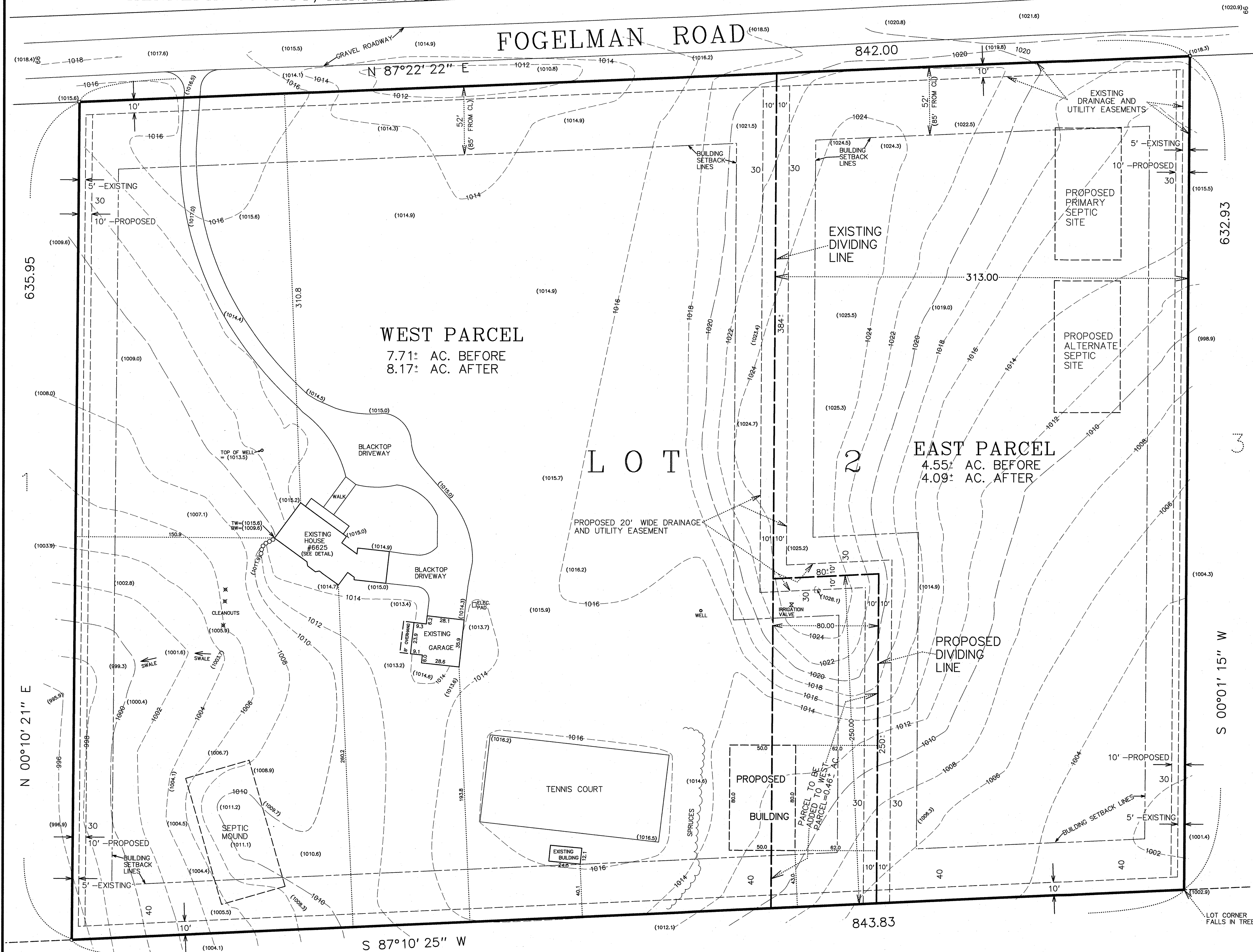
PROPOSED LEGAL DESCRIPTIONS :

PARCEL TO BE TRANSFERRED : The west 80.00 feet of the south 250.00 feet of the east 313.00 feet of Lot 2, Block 1, FRENCH HILL FARM THIRD ADDITION.

EAST PARCEL : The east 313.00 feet of Lot 2, Block 1, FRENCH HILL FARM THIRD ADDITION except the west 80.00 feet of the south 250.00 feet thereof.

WEST PARCEL : That part of Lot 2, Block 1, FRENCH HILL FARM THIRD ADDITION which lies west of the east 313.00 feet thereof. ALSO the west 80.00 feet of the south 250.00 feet of said east 313.00 feet.

PROPOSED LOT DIVISION AND
CERTIFICATE OF SURVEY FOR
ROBERT YOUNGQUIST
IN LOT 2, BLOCK 1, FRENCH HILL FARM 3RD ADDITION
HENNEPIN COUNTY, MINNESOTA



EXISTING LEGAL DESCRIPTIONS :

EAST PARCEL : The east 313.00 feet of Lot 2, Block 1, FRENCH HILL FARM THIRD ADDITION.

WEST PARCEL : That part of Lot 2, Block 1, FRENCH HILL FARM THIRD ADDITION which lies west of the east 313.00 feet thereof.

o : denotes iron marker

(908.3) : denotes existing spot elevation, mean sea level datum

—917— : denotes existing contour line, mean sea level datum

Bearings shown are based upon an assumed datum.

This survey intends to show the boundaries of the above described property, and the location of three existing buildings, driveway, spot elevations, topography, play area, sport court, septic cleanouts, two wells, and septic mound thereon. It does not purport to show any other improvements or encroachments.

PROPOSED LEGAL DESCRIPTIONS :

PARCEL TO BE TRANSFERRED : The west 80.00 feet of the south 250.00 feet of the east 313.00 feet of Lot 2, Block 1, FRENCH HILL FARM THIRD ADDITION.

EAST PARCEL : The east 313.00 feet of Lot 2, Block 1, FRENCH HILL FARM THIRD ADDITION except the west 80.00 feet of the south 250.00 feet thereof.

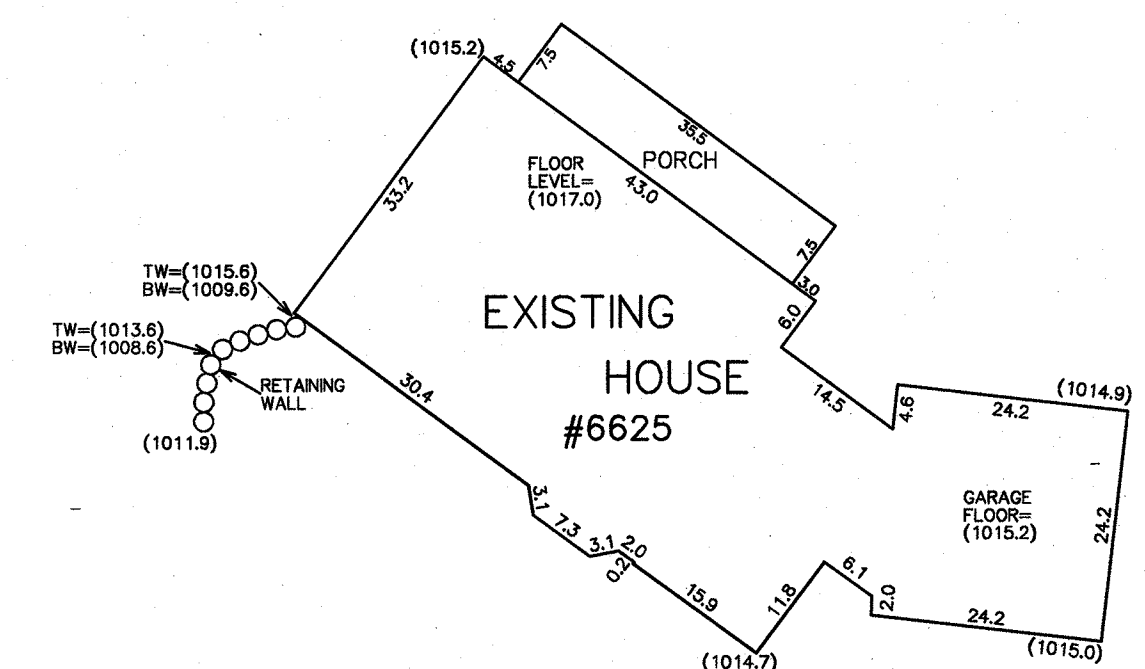
WEST PARCEL : That part of Lot 2, Block 1, FRENCH HILL FARM THIRD ADDITION which lies west of the east 313.00 feet thereof. ALSO the west 80.00 feet of the south 250.00 feet of said east 313.00 feet.

ADDRESS: 6625 FOGELMAN ROAD

EXISTING AREA = 12.26± AC

CURRENT ZONING : AGRICULTURAL

PROPOSED ZONING : RURAL RESIDENTIAL



HOUSE DETAIL

1" = 20' SCALE

GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
445 NORTH WILLOW DRIVE LONG LAKE, MN 55356
952-473-4141

DATE
2-21-25
SCALE
1"=40'
25-010

PROJECT

I hereby certify that this plan, specification, 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.
Mark S. Gronberg
Mark S. Gronberg Minnesota License Number 12755

REVISIONS

DATE
3-6-25
PROPOSED BUILDING SETBACKS ADDED

City of Independence
Consideration to Approve 2025 Gravel Road Reconstruction Project

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: May 6, 2025

Discussion:

The city received two (2) bids for the 2025 gravel road project following solicitation and public bidding. Based on the scope and type of project (not a paved road reconstruction and not a significant utility project) entailing a large quantity of granite being trucked to the city, our engineer and staff believe that we received good bids. The city's engineer had estimated a total project cost of \$2,000,000 based on estimated probable costs. The bids submitted were as follows:

- New Look Contracting, Inc.: \$2,224,981.75
- Valley Paving, Inc.: \$2,383,796.00

The city has reviewed the bids submitted and determined that the lowest bid provided high value pricing with the exception of the actual Class 2 granite material. The city had determined that this material was the best long-term option prior to bidding and had received initial pricing around \$31 per ton. The lowest bid submitted included a price of \$39/ton which was 20% higher than the initial estimate (33,600 tons of material in project). The city has also heard that similar bids recently received in 2025 which included aggregate materials had similar increased pricing. With that noted, the city has budgeted for the following total project costs.

\$1,865,945.00 – Net Proceeds of Bonds (\$2,000,000 bond sale)
\$175,000 – General Fund Proceeds (included in 2025 PW general fund budget)
\$2,040,945.00 – TOTAL REVENUE

\$2,224,981.75 (Bid Project Cost)
+ \$98k (Soft costs – includes construction management amendment, see below)
Total Cost: \$2,322,981.75

Cost Reduction of Bid Project:

The city can bring the cost of the project down by reducing the amount of gravel or removing several road segments and adjusting the 5-year plan to accommodate in future years. The city discussed possible removing the gravel recap on low traffic and recently re-graveled streets listed below. Note that we would still plan to do culverts and drainage improvements on these roads in anticipation of the roads getting a gravel cap in future years.

Removed Gravel Road Recap Streets:

- County Line Road: 1,400 tons – Low traffic roadway
- Quaas Cutoff Road: 1,200 tons – Low traffic roadway, appears to have been redone in 2024 with granite material?
- Dean Lane: 900 tons – Low traffic roadway
- Valley road: 1,100 tons – Dead end, low traffic roadway

These changes bring our total AGGREGATE SURFACING CLASS 2 MOD quantity to 26,300 tons, from our original 33,600 tons. This is a change of 21.7% of this bid item.

Total project price is now \$1,971,000

Plus soft costs = \$98,000

Total Project Cost = \$2,069,000

There were several other steps taken by the City to prepare for the award of this contract:

- The City prepared a street reconstruction plan which was adopted on March 4th, 2025.
- The City held a public hearing to review the street reconstruction plan and preliminarily authorize approval to issue bonds to finance the costs of the street reconstruction plan.

Council Recommendation:

City Council is asked to consider approval of **RESOLUTION No. 25-0506-05** – awarding the sale of general obligation bonds to fund the project and **RESOLUTION No. 25-0506-06** awarding the construction contract for the 2025 Gravel Road Reconstruction Project to New Look, Inc. for an amount not to exceed \$2,069,000.

Attachments: **RESOLUTION No.s 25-0506-05 and 25-0506-06**
 Engineers Recommendation Letter
 Engineers Project Estimate

EXTRACT OF MINUTES OF MEETING
OF THE CITY COUNCIL OF THE
CITY OF INDEPENDENCE,
HENNEPIN COUNTY, MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Independence, Minnesota, was duly held in the City Hall in said City on May 6, 2025, commencing at 6:30 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

EXTRACT OF MINUTES OF MEETING
OF THE CITY COUNCIL OF THE
CITY OF INDEPENDENCE,
HENNEPIN COUNTY, MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Independence, Minnesota, was duly held in the City Hall in said City on May 6, 2025, commencing at 6:30 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION OF THE
CITY OF INDEPENDENCE
HENNEPIN COUNTY, MINNESOTA

RESOLUTION NO. 25-0506-05

**RESOLUTION AWARDING THE SALE OF GENERAL
OBLIGATION STREET RECONSTRUCTION BONDS,
SERIES 2025A, IN THE ORIGINAL AGGREGATE PRINCIPAL
AMOUNT OF \$[2,000,000]; FIXING THEIR FORM AND
SPECIFICATIONS; DIRECTING THEIR EXECUTION AND
DELIVERY; AND PROVIDING FOR THEIR PAYMENT**

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

Section 1. Findings, Determinations; Sale of Bonds.

1.01 Background. It is hereby determined that:

(a) The City is authorized by Minnesota Statutes, Chapter 475, as amended (the “Act”), including Minnesota Statutes, Section 475.58, subd. 3b, as amended (“Section 475.58, subd. 3b”), to issue and sell obligations to finance the cost of street reconstruction and bituminous overlay projects.

(b) Pursuant to a resolution adopted by the Council on March 4, 2025, following a duly noticed public hearing, the Council approved by a vote of two-thirds majority of its members present: (i) a Street Reconstruction Plan for the years 2025 – 2029 (the “Plan”) that described the streets to be reconstructed and estimated costs over a period of five (5) years; and (ii) the issuance of general obligation bonds in the aggregate principal amount not to exceed \$2,000,000, pursuant to the Act, including Section 475.58, subd. 3b.

(c) On April 15, 2025, the Council adopted a resolution (the “Intent Resolution”) stating the intention of the City to issue and sell its General Obligation Street Reconstruction Bonds, Series 2025A (the “Bonds”), pursuant to the Act, including Section 475.58, subd. 3b, in the original aggregate principal amount not to exceed \$2,000,000, to finance the street reconstruction projects described in the Plan (the “Project”), and related financing costs.

(d) The City is authorized by Section 475.60, subdivision 2(9), of the Act to sell the Bonds other than pursuant to a competitive sale because the City has retained Northland Securities, Inc. (the “Municipal Advisor”) to serve as its independent municipal advisor in connection with the sale of the Bonds. The actions of the City staff and the Municipal Advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.02. Award to the Purchaser and Interest Rates. The proposal of [Purchaser][, as syndicate manager] (the “Purchaser”), to purchase the Bonds of the City is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$ _____ (par amount of the Bonds of \$[2,000,000], plus original issue premium of \$ _____, less original issue discount of \$ _____, less an underwriter’s discount of \$ _____), plus accrued interest, if any, as set forth in the Purchase Agreement (defined below), to date of delivery for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2027		2032	
2028		2033	
2029		2034	
2030		2035	
2031		2036	

*[*Term Bonds]*

True interest cost: _____%

1.03. Purchase Agreement. The execution and delivery of a contract to purchase and sell the Bonds, dated as of May 6, 2025 (the “Purchase Agreement”), between the City and the Purchaser, is hereby ratified and confirmed in the form set forth in EXHIBIT A to this resolution (the “Resolution”). The Bonds shall be issued and delivered in accordance with the terms and conditions of the Purchase Agreement and this Resolution. The amount proposed by the Purchaser in excess of the minimum bid, if any, shall be credited to the Debt Service Fund hereinafter created or deposited in the Construction Fund hereinafter created, as determined by the City Administrator in consultation with the Municipal Advisor. The Municipal Advisor is directed to receive and retain the good faith payment of the Purchaser in accordance with the terms of the Purchase Agreement, pending completion of the sale of the Bonds. The Mayor and City Administrator are authorized and directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Bonds. The City shall forthwith issue and sell the Bonds pursuant to the Act in the total principal amount of \$[2,000,000], originally dated June 5, 2025, in fully registered form and in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2027		2032	
2028		2033	
2029		2034	
2030		2035	
2031		2036	

*[*Term Bonds]*

1.05. Schedule of Maturities. The schedule of maturities satisfies the requirements of Section 475.54, subdivision 1 of the Act.

[1.07 Mandatory Sinking Fund Redemptions; Term Bonds. The Bonds maturing on February 1, 20__ and February 1, 20__, shall hereinafter be referred to collectively as the “Term Bonds.” The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

February 1, 20 Term Bond		February 1, 20 Term Bond	
Year	Principal Amount	Year	Principal Amount

(a) Register. The Registrar must keep at its principal corporate trust office a bond register (the "Bond Register") in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred, or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the Bond Register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees, and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen, or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen, or lost the Registrar shall deliver a new Bond of like amount, number, maturity date, and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen, or lost upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen, or lost, upon filing with the Registrar evidence satisfactory to it that the Bond was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance, and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar shall be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen, or lost Bond has already matured or been called for redemption in whole in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed shall be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the Bond Register and, if publication of the notice of redemption is required by law, by publishing the notice of redemption as required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, shall not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption shall cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar, Paying Agent, and Authenticating Agent. The City appoints Northland Bond Services, a division of First National Bank of Omaha, Minneapolis, Minnesota, as the initial Registrar, Paying Agent, and Authenticating Agent with respect to the Bonds. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with Northland Bond Services, a division of First National Bank of Omaha, as the initial Registrar, Paying Agent, and Authenticating Agent with respect to the Bonds. Upon merger or consolidation of the Registrar, Paying Agent, and Authenticating Agent with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar, Paying Agent, and Authenticating Agent. The City agrees to pay the reasonable and customary charges of the Registrar, Paying Agent, and Authenticating Agent for the services performed. The City reserves the right to remove the Registrar, Paying Agent, or Authenticating Agent upon thirty (30) days' notice and upon the appointment of a successor Registrar, Paying Agent, or Authenticating Agent, in which event the predecessor Registrar, Paying Agent, or Authenticating Agent must deliver all cash and Bonds in its possession to the successor Registrar, Paying Agent, or Authenticating Agent and the Registrar must deliver the Bond Register to the successor Registrar. On or before three (3) business days prior to each principal or interest due date, without further order of the Council, the City Administrator must transmit to the Paying Agent money sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication, and Delivery. The Bonds shall be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved, or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond shall not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Authenticating Agent. Certificates of authentication on different Bonds need not be signed by the same representative of the Authenticating Agent. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed, and authenticated the City Administrator shall deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds shall be printed or typewritten in substantially the form attached hereto as EXHIBIT B.

3.02. Approving Legal Opinion. The City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and cause the opinion to accompany each Bond.

Section 4. Payment; Security; Funds; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds shall be payable from the General Obligation Street Reconstruction Bonds, Series 2025A Debt Service Fund (the “Debt Service Fund”) hereby created. The proceeds of ad valorem taxes hereinafter levied to pay the debt service on the Bonds and capitalized interest financed from the proceeds of the Bonds, if any, are hereby pledged to the Debt Service Fund. The amounts to be applied to pay the principal of and interest on the Bonds shall be deposited in the Debt Service Fund at least three (3) days prior to each respective interest payment date and principal payment date. There is appropriated to the Debt Service Fund amounts over the minimum purchase price of the Bonds paid by the Purchaser to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

4.02. Construction Fund. The City hereby creates the General Obligation Street Reconstruction Bonds, Series 2025A Construction Fund (the “Construction Fund”). Proceeds of the Bonds (reduced by the appropriation made in accordance with Section 5.04 to pay costs of issuance and the appropriation, if any, of any portion of the Bonds made in accordance with Section 4.01 hereof) shall be deposited in the Construction Fund and used solely to pay costs of the Project. Any balance remaining in the Construction Fund after completion of the Project may be used for any other public use authorized by law and approved by resolution adopted or vote taken in the manner required to authorize the application of the proceeds of the Bonds for such new use and purpose, or credited to the Debt Service Fund or other City debt service fund, all in accordance with Section 475.65 of the Act. A portion of the proceeds of the Bonds in the amount of \$ _____ is hereby allocated to the Construction Fund.

4.03. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith and credit and taxing powers of the City are hereby irrevocably pledged. If a payment of principal of or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the City Administrator must pay such principal or interest from the general fund of the City, and the general fund shall be reimbursed for those advances out of the proceeds of the Taxes (as hereinafter defined) levied herein, when collected.

4.04. Pledge of Taxes. For the purpose of paying the principal of and interest on the Bonds, there are levied direct, annual, irrevocable, ad valorem taxes upon all of the taxable property in the City (the “Taxes”), to be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes shall be credited to the Debt Service Fund above provided and shall be levied in the years and amounts set forth in EXHIBIT C attached to this Resolution and, in the event the Taxes so levied are ever insufficient to pay the principal of and interest on the Bonds, additional taxes are hereby authorized to be levied without limitation as to rate or amount. Said tax levies shall be irrevocable as long as any of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by the Act (specifically, Section 475.61 of the Act).

4.05. Debt Service Coverage. It is determined that the estimated collection of Taxes levied in accordance with Section 4.04 hereof shall produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies herein provided shall be irrevocable until all of the Bonds are paid, provided that at the time the City makes its annual tax levies the City Administrator may certify to the County Auditor-Treasurer of Hennepin County, Minnesota (the “County Auditor”) that the City made an irrevocable appropriation of a specified amount to the Debt Service Fund of money actually on hand or if there is on hand any excess amount in the Debt Service Fund and the County Auditor shall reduce by the amount so certified the amount otherwise to be included in the rolls next thereafter prepared.

4.06. Registration of Resolution. The City Administrator is authorized and directed to file a certified copy of this Resolution with the County Auditor and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits, and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, shall be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor and the City Administrator, or any of their authorized designees, are authorized and directed to certify that they have examined the final Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the final Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the final Official Statement and further that said final Official Statement did not (as of the date of the final Official Statement) and does not contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purpose for which the final Official Statement is to be used, or which is necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading.

5.03. Other Certificates. The Mayor and the City Administrator, or any of their authorized designees, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor and the City Administrator shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the City Administrator shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Payment of Costs of Issuance. The City shall pay the costs of issuance from Bond proceeds allocated to such expenses.

5.05. Electronic Signatures. The electronic signatures of the Mayor and the City Administrator, or any of their authorized designees, to this Resolution and any document or certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means: (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

Section 6. Tax Covenants.

6.01. Tax-Exempt Bonds. The City shall comply with all the necessary requirements and take all necessary actions (or decline to take prohibited actions) to ensure that interest on the Bonds shall not be includable in gross income for federal income tax purposes under Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable Treasury Regulations promulgated thereunder (the "Regulations"). The City covenants and agrees with the holders from time to time

of the Bonds that it shall not take or permit to be taken by any of its officers, employees, or agents any action which would cause the interest on the Bonds to become subject to federal income taxation under the Code and the Regulations, in effect at the time of such actions, and that it shall take or cause its officers, employees, or agents to take all affirmative action within their powers that may be necessary to ensure that such interest shall not become includable in gross income for federal income tax purposes under the Code and applicable Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

6.02. Continuing Requirements. The City shall comply with all requirements necessary under the Code and Regulations to establish and maintain the exclusion from gross income of the interest on the Bonds under Sections 103 and 141-150 of the Code and applicable Regulations including, without limitation, requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States. The Mayor and the City Administrator, being officers of the City charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and applicable Regulations stating the facts, estimates, and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the “gross proceeds” of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code and the Regulations. The City covenants and agrees to retain such records, make such determinations, file such reports and documents, and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement in accordance with one of the spending exceptions set forth in Section 1.148-7 or Section 1.148-8 of the Regulations. The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations and covenants made by this section.

6.03. No Rebate Required. For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements (under Section 148(f)(4)(D) of the Code and Section 1.148-8 of the Regulations), the City finds, determines, and declares that the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the City (and all subordinate entities of the City) during the calendar year in which the Bonds are issued and outstanding at one time is not reasonably expected to exceed \$5,000,000. For purposes of this Section 6.03, the City reasonably expects that the aggregate face amount of the Bonds will be equal to \$[2,000,000].

6.04. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be determined to constitute “private activity bonds,” within the meaning of Sections 103 and 141 through 150 of the Code and the applicable Regulations promulgated thereunder.

6.05. Qualified Tax-Exempt Obligations. The City hereby designates the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

- (a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
- (b) the City designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which shall be issued by the City (and all subordinate entities of the City) during calendar year 2025 shall not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the City during calendar year 2025 shall be designated for purposes of Section 265(b)(3) of the Code.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Bonds shall be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the City, the Registrar, and the Paying Agent shall have no responsibility or obligation to any broker-dealers, banks, and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption; or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar, and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent shall pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments shall be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the Bond Register, shall receive a certificated Bond evidencing the obligation of this Resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” shall refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator shall promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds shall agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City shall notify DTC, whereupon DTC shall notify the Participants, of the availability through DTC of Bond certificates. In such event the City shall issue, transfer, and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this

Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City shall issue and the Registrar shall authenticate Bond certificates in accordance with this resolution and the provisions hereof shall apply to the transfer, exchange, and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond shall be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. For purposes of this Section, "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees to comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 9. Defeasance. When all of the Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants, and other rights granted by this resolution to the holders of the Bonds shall cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds shall remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

(The remainder of this page is intentionally left blank.)

The motion for the adoption of the foregoing resolution was duly seconded by _____ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A
PURCHASE AGREEMENT

EXHIBIT B
FORM OF BOND

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HENNEPIN
CITY OF INDEPENDENCE

GENERAL OBLIGATION STREET RECONSTRUCTION BONDS
SERIES 2025A

No. R-_____ \$_____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
____.000%	February 1, 20__	June __, 2025	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS

The City of Independence, a duly organized and existing municipal corporation in Hennepin County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount specified above, on the Maturity Date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360-day year of twelve 30-day months), payable February 1 and August 1 in each year, commencing February 1, 2026, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Northland Bond Services, a division of First National Bank of Omaha, Minneapolis, Minnesota, as Registrar, Paying Agent, and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2033, and on any date thereafter to prepay Bonds due on or after February 1, 2034. Redemption may be in whole or in part and if in part, at the option of the City and in such order as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City shall notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC shall determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant shall then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments shall be at a price of par plus accrued interest to the optional redemption date.

[The Bonds maturing on February 1, 20____, and February 1, 20____, shall hereinafter be referred to collectively as the “Term Bonds.” The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Mandatory Sinking Fund Redemptions

<u>February 1, 20 Term Bond</u>		<u>February 1, 20 Term Bond</u>	
<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>

** Maturity*

The principal amount of Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bond credited against future mandatory sinking fund redemptions of such Term Bonds in such order as the City shall determine.]

This Bond is one of an issue in the aggregate principal amount of \$[2,000,000] all of like original issue date and tenor, except as to number, maturity date, interest rate, redemption privilege and denomination, all issued pursuant to a resolution adopted by the City Council of the City on May 6, 2025 (the “Resolution”), for the purpose of providing money to aid in financing certain street reconstruction improvements in the City, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended, including Minnesota Statutes, Section 475.58, subdivision 3b, as amended. The principal hereof and interest hereon are payable from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in ad valorem taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), relating to the disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City shall cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee, or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED, AND AGREED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen, and to be performed preliminary to and in the issuance of this Bond in order to make this Bond a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened, and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, City of Independence, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: June ___, 2025

CITY OF INDEPENDENCE, MINNESOTA

(Facsimile)
Mayor

(Facsimile)
City Administrator

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

**NORTHLAND BOND SERVICES, A DIVISION OF
FIRST NATIONAL BANK OF OMAHA**

By _____
Its Authorized Representative

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not transfer this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert federal identification or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Officer of Registrar</u>
June __, 2025	Cede & Co. Federal ID #13-2555119	<hr/>

EXHIBIT C
TAX LEVY SCHEDULES

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN) ss.
)
CITY OF INDEPENDENCE)

I, the undersigned, being the duly qualified City Administrator of City of Independence, Hennepin County, Minnesota (the “City”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on May 6, 2025, with the original minutes on file in my office, and the extract is a full, true, and correct copy of the minutes insofar as they relate to the issuance and sale of the City’s General Obligation Street Reconstruction Bonds, Series 2025A, in the original aggregate principal amount of \$[2,000,000].

WITNESS My hand officially as such City Administrator this _____ day of May, 2025.

City Administrator
City of Independence, Hennepin County, Minnesota



RESOLUTION OF THE
CITY OF INDEPENDENCE
HENNEPIN COUNTY, MINNESOTA

RESOLUTION NO. 25-0506-06

**A RESOLUTION AWARDING THE 2025 GRAVEL ROAD
RECONSTRUCTION PROJECT TO THE LOWEST BIDDER**

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

WHEREAS, the City of Independence builds and maintains local roadways for the benefit of the public; and

WHEREAS, the City has developed a Five-Year Street Reconstruction Plan that identifies planned maintenance and reconstruction activities such as crack sealing, seal coating, mill and overlay, and gravel road improvements and reconstruction; and

WHEREAS, pursuant to resolution **25-0304-01**, the City Council on March 4th, 2025 approved the plans and specifications for the 2025 Gravel Road Reconstruction Project; and

WHEREAS, the City received bids from two (2) qualified contractors; and

WHEREAS, the verified low bid was submitted by New Look, Inc. in the amount of \$2,224,981.75 for the project; and

WHEREAS, the City has determined that the total project will need to be modified to meet available and allocated funds to not exceed **\$2,069,000.00**; and

WHEREAS, the City has determined that the total project can be modified to meet the funds available, including construction and associated soft costs for engineering and inspection; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Independence, Minnesota, hereby approves the 2025 Gravel Road Reconstruction Project and awards the construction contract to New Look, Inc.

This resolution was adopted by the City Council of the City of Independence on this 6th day of May 2025, by a vote of ____ ayes and ____ nays.

Brad Spencer, Mayor

ATTEST:

Mark Kaltsas, City Administrator

City of Independence

Public Works Capital Equipment Purchase – Aerial Bucket Truck

To: City Council
From: Mark Kaltsas, City Administrator and Ben Lehman, Public Works Supervisor
Meeting Date: May 6, 2025

Discussion:

The City annually approves a Public Works Capital Equipment plan that projects capital equipment purchases out twenty years. The City has programmed the purchase of three (3) small pieces of equipment for 2025 (Lawn Mower, Woodchipper and Aerial Bucket Truck).

The Council recently approved the purchase of the lawn mower and woodchipper with actual pricing noted below. The city has been looking for a quality used aerial bucket truck that can be used for right of way tree trimming. The city has looked at several different trucks over the last few months and has not found one that would meet our standard or needs until now. The city has found and looked at/inspected a 2011 Ford F-250 Bucket truck at a dealer in St. Cloud (see attached pictures/information). The price of the truck with tax and title is \$36,643.25. This price was negotiated down from the original list price. The truck is in excellent condition as compared to other similar trucks that have been available.

The bucket truck will allow the city to more efficiently manage right of way/park trees trimming and removals. This will result in a reduction in the annual cost currently budgeted to outsource some of this work (i.e., the city budgeted \$17,500 for brush and tree removal in 2025). It is anticipated that the city will save approximately \$7,500-\$10,000 annually as a result of having this piece of equipment.

	<u>CIP Amount</u>	<u>Actual Amount</u>
Lawn Mower:	\$16,000	\$14,136
Woodchipper:	\$20,000	\$24,995
Aerial Bucket Truck:	\$30,000	\$36,643
TOTAL	\$66,000	\$75,774

The total amount of equipment purchases for 2025 would exceed the planned amount by \$9,774.00. The city has the funding to make the necessary adjustments to the CIP plan to accommodate this variance in 2026.

City of Independence, Minnesota
Capital Improvement Plan - Public Works Equipment Fund 403
Schedule of Planned Capital Outlay 2023 to 2029

					2023	2024	2025	2026	2027	2028	2029
Department	Year to Replace	Item	Cost	Cost History	Estimated Amounts	Estimated Amounts	Estimated Amounts	Estimated Amounts	Estimated Amounts	Estimated Amounts	Estimated Amounts
Public works	2023	Road Grader Overhaul	\$ 40,000	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public works	2024	Road Side Mower (Replacement)	57,000	20,000	-	73,000	-	-	-	-	-
Public works	2024	Tractor & Loader	130,000	130,000	-	98,400	-	-	-	-	-
Public works	2024	Lawn Mower	30,000	-	-	8,500	16,000	-	-	-	-
Public works	2025	New Truck Tandem Axel	250,000	-	-	-	326,727	-	-	-	-
Public works	2029	Single Axel	200,000	-	-	-	-	-	-	-	200,000
Public works	2030	(5) 800 MHz Radios	15,000	-	-	-	-	-	-	-	-
Public works	2030	Pickup - 3/4 Ton	65,000	-	-	-	-	-	-	-	-
Public works	2031	Generator	50,000	-	-	-	-	-	-	-	-
Public works	2031	Grader	260,000	-	-	-	-	-	-	-	-
Public works	2033	Crack Sealer	70,000	-	-	-	-	-	-	-	-
Public works	2034	Pay Loader	150,000	-	-	-	-	-	-	-	-
Public works	2035	Tandem	300,000	210,000	-	-	-	-	-	-	-
Public works	NA	Road Packer	-	20,000	-	-	-	-	-	-	-
Public works	NA	Trailer	-	-	-	-	-	-	-	-	-
Public works	2026	Wood Chipper	-	-	-	-	20,000	-	-	-	-
Public works	2027	Aerial Bucket Truck	-	-	-	-	30,000	-	-	-	-
					\$ 40,000	\$ 179,900	\$ 392,727	\$ -	\$ -	\$ -	\$ 200,000

Recommendation:

The City has budgeted funds in accordance with the capital equipment plan to purchase the equipment using cash. The City Council is being asked to consider approval of the purchase of the aerial bucket truck as noted in this report. The cost of the equipment would exceed the planned amount for 2025; however, the city has the ability to shift future purchases to maintain a positive equipment capital improvement fund. Council can authorize staff to complete the acquisition and sign all applicable agreements relating to the purchase of the recommended equipment.

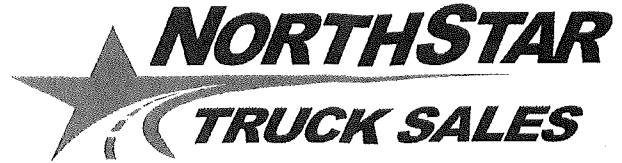
Attachments: Purchase Amount Detail and Equipment Pictures.



INVOICE

Northstar Truck Sales Inc
2939 Hwy 10 South
St Cloud, MN 56304

doug@northstartrucksales.com
+1 (320) 529-4040
www.northstartrucksales.com



Bill to

City Of Independence
City Of Independence
1920 County Rd 90
Independence, MN 55359

Ship to

City Of Independence
City Of Independence
1920 County Rd 90
Independence, MN 55359

Invoice details

Invoice no.: 4829
Terms: Due on receipt
Invoice date: 05/01/2025
Due date: 05/01/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Vehicle	2011 Ford F-450 4x2 Reg Cab Bucket Truck Vin1FDUF4GT0BEA60692	1	\$34,200.00	\$34,200.00
2.		Filing/Documentation Fee	Filing/Documentation Fee	1	\$50.00	\$50.00
3.		License Fee	License Fee Tax Exempt Plates	1	\$42.00	\$42.00

Subtotal \$34,292.00

Sales tax \$2,351.25

Note to customer

Thank you for your business.

Buyer's Signature_____

Date_____

Total \$36,643.25

City of Independence

Boardwalk Installation in Pioneer Creek Park

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: May 6, 2025

Discussion:

The city has previously considered and discussed installation of a boardwalk across the creek in the park last fall. Staff has obtained an updated quote from MN Boardwalks for the installation of a 50' long, 8' wide boardwalk across the creek to serve the frisbee golf course and walking trail (location shown below). The city has noted that the existing bridge was constructed by Public Works staff more than 20 years ago and is ready for replacement. The new boardwalk would improve the current condition and help to keep a passable crossing over the creek during times were the creek rises above the surface of the existing bridge. The total cost is \$24,750 (see attached proposal) and would be funded using existing park funds.



Recommendation:

The City has park funds available to pay for the recommended expenditure. The City Council is being asked to consider approval of the boardwalk installation as proposed by MN Boardwalks, LLC for a total of **\$24,750**. Council can authorize staff to sign all applicable agreements relating to the boardwalk installation contract.

Attachments: MN Boardwalks, LLC - Proposal.

Connecting you to the other side



Proposal

No. 1356

MN Boardwalks, LLC

8617 80th Street
Glencoe, MN 55336
Phone: 612-270-2694
Email: t1s21372@gmail.com

Date: 04-14-25

Valid for: 30 days

Proposal submitted to:

Name: City of Independence
Street: 1920 County Rd 90
City: Independence State: MN Zip: 55359
Phone: 763-286-7286 Email: Sbode@ci.independence.mn.us
Contact Person: Shawn Bode

Work to be performed at:

Job name: Pioneer Creek Park
Street: 2055 County Rd 90
City: Independence State: MN Zip: 55359
Notes:

Salesperson	Payment Terms
Travis – 612-270-2694	PO Required

We hereby propose to furnish the materials and installation necessary for the completion of:

8' wide X approximately 50' long boardwalk using our galvanized steel supports and mud foot foundation plates, with 1.5" schedule 40 (1.9" OD) galvanized steel pipe pounded in the ground for support (using the mud foot foundation plates - 7" diameter) up to 10.5' support pipe. If longer pipe is needed an extra charge will apply (see below). System is adjustable for maintenance. All steel is hot dipped galvanized, post fabrication. Joist system will be 2X8 material – 16" on center, brown, cedar tone treated. 2 X 8 brown, cedar tone decking. At each end a 12' wide treated abutment board will be placed to transition the existing trail. Brown cedar tone treated railing consisting of 4X4's, 2X6's and 2X8 top rail.

All sales tax, delivery and installation is included. Boardwalk will be measured after installation and price will be adjusted accordingly.

Price **\$495/ft X approximately 50' = \$24,750**

Support pipe pricing schedule:

10.5' are included in above price

10.6' – 14' add \$35 per pipe

14.1' – 21' add \$60 per pipe

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Company name: _____

Authorized Signature: _____

Date: _____

City of Independence

West Hennepin Public Safety – JPA Amendment

<i>To:</i>	City Council
<i>From:</i>	Mark Kaltsas, City Administrator
<i>Meeting Date:</i>	May 6, 2025

Discussion:

The Police Commission approved changes to the WHPS Joint Powers Agreement (JPA) at their last Commission Meeting on April 8, 2025. These changes reflect updates to language in the agreement by removing various outdated references. In addition, the proposed language amendment includes changing references to City Clerk (a position no longer found in either city) to City Administrator, and removes the authority of the City Administrators to sign checks (City Council appointed Commissioners will be the only authorized signatories).

Recommendation:

The City Council is being asked to consider approval of the recommended JPA changes.

Attachments:

1. **RESOLUTION No. 25-0506-07**



RESOLUTION OF THE
CITY OF INDEPENDENCE
HENNEPIN COUNTY, MINNESOTA

RESOLUTION NO. 25-0506-07

**A RESOLUTION APPROVING MINOR AMENDMENTS TO THE JOINT POWERS
AGREEMENT WITH WEST HENNEPIN PUBLIC SAFETY**

WHEREAS, the City of Independence (“City”) is an Original Member of the West Hennepin Public Safety Department Commission, established pursuant to Minnesota Statutes Sections 436.06 and 471.59; and

WHEREAS, on April 8, 2025, the Commission approved revisions to the Joint Powers Agreement (the “Revised JPA”) to update membership terms, governance procedures, and administrative duties; and

WHEREAS, the City Council has reviewed the Revised JPA and finds that approval of the Revised JPA is in the best interests of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Independence Minnesota, as follows:

1. **Approval.** The Revised Joint Powers Agreement for the West Hennepin Public Safety Department dated April 8, 2025, is hereby approved.
2. **Authorization.** The Mayor and Administrator are authorized and directed to execute the Revised JPA and any related documents on behalf of the City.
3. **Filing.** The City Administrator is directed to file an executed copy of the Revised JPA with the Secretary of the Commission and to record it with the Hennepin County Recorder.

This resolution was adopted by the City Council of the City of Independence on this 6th day of May 2025, by a vote of ____ ayes and ____ nays.

Attest:

Brady Spencer, Mayor\

Mark Kaltsas, City Administrator

West Hennepin Public Safety Joint Powers Agreement

1. General Purpose. The general purpose of this Agreement is to establish, equip and operate a Joint Municipal Police Department pursuant to Minnesota Statutes Annotated, SS436.06 and 471.59. The Joint Municipal Police Department shall protect and safeguard life and property and furnish police protection within the Cities which are Members under this Agreement. The Members agree that the powers jointly exercised herein will result in a higher standard of police service, a Police Department more responsive to each City's elected officials and the citizens thereof, and a police organization in which quality, efficiency and economy are given priority.
2. Definitions: The terms contained in this section shall have the meanings ascribed to them.
 - (a) Commission: The board of Police Commissioners created under this Agreement, pursuant to MSA S436.06 (2), the title of which is the West Hennepin Public Safety Department Commission.
 - (b) Commissioner: A member of the Commission.
 - (c) Council: The governing body of any City, which is a Member of the Commission.
 - (d) Member: A City, which enters into this Agreement.
 - (e) Original Member: A City, which enters into this Agreement on or before the 16 day of November, 1978.
 - (f) Later Member: A City, which enters into this Agreement after the 16 day of November, 1978.
 - (g) WHPSD: West Hennepin Public Safety Department.
3. Membership: The Original Members of the Commission are the Cities of Independence and Maple Plain. Any City having a contiguous boundary with any Original member may become a Later Member of the Commission upon consent of all Members then existing.
4. Commission Established: The Members hereby establish the Commission, which shall consist of two commissioners from each Member. All decisions of the Commission shall be by majority vote. Each Commissioner shall have one vote.
5. Selection of Commissioners: The Mayor of each member shall be a Commissioner. Each Member, in addition, shall appoint a second Commissioner from among the members of its Council. All other council members of each Member may be appointed to serve as an alternate in the absence of one of the appointed Commissioners. All Commissioners shall serve without compensation from the Commission.

6. Quorum: A majority of Commissioners shall constitute a quorum at meetings of the Commission.
7. Rules: The Commission adopts the League of Minnesota Cities, Handbook for Statutory Cities, which shall be used as its Rules of Order and shall be referred to as the Rules of Order.
8. Execution of Agreement: Each Member shall execute this Agreement by authorizing the signature of its Mayor and City Administrator Clerk. The City Administrator Clerk shall file said executed copy of this Agreement, together with a certified copy of the Resolution approving the same, with the City Administrator Clerk of each member and with the Secretary of the Commission.
9. Meetings: At the first meeting of each year, after Member appointments are made by the Councils, the Commission shall establish a schedule of meetings for the upcoming year (set quarterly at a minimum or as necessary). The Commissioners shall elect a Chairman and Vice Chairman, Treasurer, and Secretary and other officers deemed necessary by the Commission. Special meetings shall be called by the Chairman at the request of any two Commissioners, upon such notice as the Commission may establish.
 - (a) The Chairman shall preside at all meetings of the Commission and shall act as the Administrative Head of the Commission.
 - (b) The Vice-Chairman shall exercise all powers of the Chairman in the Chairman's absence.
 - (c) The Treasurer shall be responsible for all financial records of the Commission. Any commission Member and the Director of Public Safety shall have authority to sign and issue checks and perform electronic transfers for the Commission., ~~except that payroll checks, only, if necessary, may be signed by each clerk of the Member City.~~ The Director of Public Safety and each Commission member shall be bonded in the amount of \$100,000.00.
 - (d) The Secretary shall keep an accurate record of all proceedings of the Commission; the Commission may appoint a Recording Secretary (non-commission member or staff member) to assist the appointed Secretary.
10. Powers and Duties of the Commission:
 - (a) The Commission shall establish the qualifications for and prescribe the duties of the position of Director of Public Safety of WHPSD.
 - (b) The Commission shall recruit and appoint, on the basis of merit and fitness, a Director of Public Safety at such salary and in accordance with such terms of employment as the Commission shall determine. The Commission may suspend, discipline, or remove, upon the basis of merit and fitness, and upon the provisions of all applicable Ordinances and Statutes, the Director of Public Safety.

- (c) Upon recommendation of the Director of Public Safety, the Commission may appoint, on the basis of merit and fitness, such persons as may be required to assist the Director of Public Safety in creating a full-time Department of Public Safety capable of enforcing the Ordinances of each Member and the Laws of the State of Minnesota to the full extent of the Statutory Authority of each Member.
- (d) The Commission shall provide office space and such equipment and supplies as are necessary to carry out the purposes of the Agreement.
- (e) The Commission shall make an accounting of all receipts and expenditures and other financial matters of the Commission to the Council of each Member once each month. All financial records, reports and books shall be subject to the Data Practices Act, Minnesota Statutes Ch13., et seq.
- (f) The Commission may accumulate such reserve funds as are reasonably necessary to defray the expenses of operating the Department of Public Safety and the Commission and may invest such funds not needed for immediate use in a manner and subject to the laws of the State of Minnesota applicable to Statutory Cities. The Commission shall forthwith collect any monies due from Members of the Commission, together with any penalties assessed.
- (g) Within the scope of the authority granted to it by the Members, the Commission shall be the sole judge of all legislative matters and shall exercise all legislative power in connection with the operation of WHPSD. The Commission shall have full authority over all financial affairs of WHPSD. The Commission shall exercise general supervision over internal procedures and policies of WHPSD but shall not encroach upon or interfere with the administrative duties of the Director of Public Safety and shall deal with WHPSD only through its duly appointed Director of Public Safety.
- (h) Upon recommendation of the Director of Public Safety, the Commission may promote, suspend, discipline, or remove, upon the basis of merit and fitness, and upon the provisions of all applicable Ordinances and Statutes, all persons appointed to assist the Director of Public Safety.

11. Officers and Employees:

- (a) The Director of Public Safety shall exercise all administrative authority and shall act as the Chief Administrative Officer of WHPSD and shall have the duties and be vested with the authority set forth on Exhibit A which is attached hereto and entitled Job Description for Director of Public Safety.
- (b) All employees of the Commission shall be subject to the administrative direction of the Director of Public Safety and shall have the duties and shall be vested with the authority as set forth on Exhibit B and entitled Job Description of Sworn and Non-sworn Police Personnel.
- (c) The Director of Public Safety shall communicate directly with the Mayor of each Member in the event the Director of Public Safety deems it necessary for the enforcement of a particular law or the solving of a particular police problem which affects a particular Member of the Commission. All other communication on police matters of a general nature shall be through the Chair~~man~~ of the Commission.
- (d) The Director of Public Safety shall maintain up-to-date job descriptions of Director, Sergeant and Officer to include basic licensing to meet Minnesota State licensing requirements.

- (e) The Director of Public Safety shall develop and maintain a Long-Range Strategic Plan for the purpose of identifying new policies and procedures or enhancing current policies and procedures.

12. Authorized Signature: Upon motion or resolution duly passed by the Commission, the Commission may expend budgeted funds in accordance with Minnesota Law. Orders, checks and drafts shall be signed by the persons designated in paragraph 9(c). All other legal instruments of the Commission shall be authorized by motion of a majority of the Commission and executed by the Chairman and the Secretary.

13. Definitions: The terms contained in this section shall have the meanings ascribed to them:

- (a) Member's "Tax Capacity": An amount derived by averaging the Tax Capacity of a Member as shown on the Hennepin County Assessor's Books on January 1 of each of the three years next preceding the Budget Year.
- (b) Total "Tax Capacity": The sum of the Tax Capacity of all Members.
- (c) Member's Population: The population of a Member as estimated or determined by the Metropolitan Council on January 1st of the year next preceding the Budget Year.
- (d) Total Population: The sum of the population of all members.
- (e) Member's Police Calls: A number derived by totaling the Police Calls recorded during the three years next proceeding the current calendar year during which the budget is considered and divided by three.
- (f) Total Police Calls: The sum of Police Calls of all Members.
- (g) Budget Year: The period from January 1st through December 31st of the year next succeeding the current calendar year.
- (h) Budget: A written document prepared by the Director of Public Safety and presented to the Council of each Member prior to August 15th of the current calendar year. This document sets forth the expenditures, purchases, contracts and the various costs proposed to be made during the Budget Year, to establish, equip and operate WHPSD. This document shall include, but not be limited to, the following Line Items or equivalent breakdown:
 - 1. Salary/Regular
 - 2. Salary/Overtime
 - 3. P.E.R.A.
 - 4. Health Benefits
 - 5. Uniform Allowance
 - 6. Telephone
 - 7. Postage
 - 8. Office/Operations Equipment Maintenance
 - 9. Office/Operations Supplies
 - 10. Office Rent & Cleaning
 - 11. Books/Dues/Subscription
 - 12. Printing
 - 13. Communications
 - 14. Auto Maintenance

15. Fuel & Oil
16. Squad Setup & Parts
17. Insurance Costs
18. Schools & Training
19. Audit
20. Office Equipment
21. Squad Cars
22. Squad Equipment
23. Contingency Fund
24. Reserve Program
25. Other Programs

(i)Member's Tax Capacity: The ratio, which the Member's Tax Capacity bears to the Total Tax Capacity, calculated to the nearest 10th of one percent.

- i. Member's Population Factor: The ratio, which the Member's Population bears to the Total Population, calculated to the nearest 10th of one percent.
 - ii. Member's Police Calls Factor: The ratio which the Member's Police Calls bears to the total Police Calls, calculated to the nearest 10th of one percent.
 - iii. Member's Total Cost Factor: The calculation to the nearest 10th of one percent obtained by adding the Member's Tax Capacity Factor, the Member's Population Factor and the Member's Police Calls Factor and dividing by three.
 - iv. Annual Share: The dollar value obtained by multiplying the Member's Total Cost Factor times the dollar value of the Budget which receives final approval by the Commission.
14. Budget Approval Procedure: The Council of each Member shall approve the Budget on or before November 15th of each current calendar year, making such changes as it deems necessary. Such approval may be made by joint resolution of the Councils of all of the Members, made at a joint meeting thereof. The draft or drafts of the Budget approved shall be forwarded immediately to the Commission, which shall have full authority to resolve any differences among the draft Budgets approved, by the Councils of the Members.
15. Expenditures Authorized: Submission of the approved draft or drafts of the Budget to the Commission, and final approval by the Commission is deemed to authorize the expenditures as they are set forth on each Line Item of the Budget, provided that the actual purchases and contracts shall be carried out by the Commission in accordance with the Uniform Municipal Contracting Law, except that any expenditure in excess of \$10,000 shall be carried out by joint resolution of the Councils of all members, unless previously approved at the time of Budget approval, i.e. squad cars.
16. Funding of Commission Expenditures: Commission Expenditures for the Budget Year shall be funded by the payment of each Member as requisitioned on a monthly basis by the Director of Public Safety.

17. Property Ownership and Contractors: All property, including leases, contracts, real estate, personal property, and all other property of all kinds shall be held in the name of the Cities who are Members at the time of the purchase, as tenants in common. Contracts for budgeted purchases shall be executed by the Chair~~man~~ and the Secretary of the Commission in the name of the Cities who are Members at the time of the Contract. Upon dissolution of this Agreement or the withdrawal of a Member, the current market value of any tangible personal or real property shall be determined by the Commission. Each withdrawing Member shall receive, as full payment for its proprietary interest in said property, in cash or in kind as the Commission may determine, an amount derived by multiplying the Member's Total Cost Factor for the year of purchase times the current market value of all tangible personal or real property purchased while the withdrawing City was a Member.
18. Duration: This Agreement shall take effect upon the date of its execution and shall continue for a period of five years from the date thereof, and is automatically renewable for three-year period thereafter, seriatim. No Member shall have the right to withdraw from this Agreement prior thereto. All withdrawals shall be effective on January 1 of a given year and shall be valid only if notice of withdrawal is given 1096 days, or more, prior to said effective date. Notice of withdrawal shall be effective only by filing with the Secretary of the Commission and the City ~~Administrator~~ ~~Clerk~~ of each Member a certified copy of the Resolution of the member so intending to withdraw. This Agreement may be amended at any time upon the mutual consent of all Members.
19. Prosecution of Ordinance and Statutory Violations: Each Member to this Agreement shall be responsible for the cost of prosecution of violations which occur within their respective boundaries, and all fines, revenues and other refunds from the Hennepin County District Court shall be in accordance with the Statute in such case made and provided.

IN WITNESS WHEREOF, the following Cities, by Resolution of their respective City Councils, hereby declare themselves to be Members of the West Hennepin Public Safety Department Agreement.

CITY OF MAPLE PLAIN

By: _____
Its Mayor

Executed this ____ day of _____, 2025.

By: _____
City Administrator
City of Maple Plain

CITY OF INDEPENDENCE

By: _____
Its Mayor

Executed this ____ day of _____, 2025.

By: _____
City Administrator
City of Independence