



CITY COUNCIL MEETING AGENDA

TUESDAY NOVEMBER 18, 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 the City Council Minutes from the November 4, 2025, Regular City Council Meeting.
 - b. Approval of Accounts Payable; (Batch #1 - Checks No. 24038-24057).
 - c. Approval to not waive the monetary limits on Tort Liability established by MN Statutes, to the extent of the limits of liability coverage obtained from the LMCIT.
5. Reports of Boards and Committees by Council and Staff.
6. West Hennepin Public Safety – Director Matthew DuRose: Presentation of the October 2025 Activity Reports.
7. Certification of Delinquent Sewer Service Charges as Special Assessments.
 - a. **RESOLUTION NO. 25-1118-01** – Resolution certifying delinquent sewer service charges.
8. Approval of the Legislative Services Agreement between The City of Independence and Lockridge Grindal Nauen PPLP (LGN). LGN will be lobbying on behalf of the cities of Independence, Delano and Maple Plain for Highway 12 funding.
9. Open/Misc.
10. Adjourn.



CITY COUNCIL MEETING MINUTES
TUESDAY NOVEMBER 4, 2025

CITY COUNCIL MEETING TIME: 6:30 PM

1. CALL TO ORDER

Mayor Brad Spencer called the meeting to order on Tuesday, November 4, 2025, at 6:30 PM

2. PLEDGE OF ALLEGIANCE

Mayor Spencer led the group in the Pledge of Allegiance.

3. ROLL CALL

PRESENT: McCoy, Betts, Grotting, Fisher

ABSENT: Spencer

STAFF: City Administrator Kaltsas, Administrative Services Director Simon, PW
Supervisor Ben Lehman

VISITORS: Brooke & Jerri Voss, David Kittock

4. ****CONSENT AGENDA****

Mayor Spencer stated that the consent agenda items would be considered routine and acted on by one motion unless someone would like to remove an item for discussion. The consent agenda

- a. Approval of the City Council Minutes from the October 21, 2025, Regular City Council Meeting.
- b. Approval of Accounts Payable; (Batch #1 - Checks No. 24014-24035).

Councilmember Grotting inquired about an escrow that went back for the water study and asked if there were any results. City Administrator Kaltsas responded that the study was still in process, and he expected to provide a good update at the workshop at the end of the month. He noted that he had seen some preliminary information and would be putting it into a format to present to the council.

Motion by Grotting, seconded by Fisher to approve the consent agenda. Ayes: McCoy, Betts, Grotting, Fisher. Nays: None. Absent: Spencer. Abstain: None. Motion Approved. 4-0

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

Council member Fisher Attended the following meeting:

- Hwy 12 Bonding Tour

Council member Betts Attended the following meeting:

- Hwy 12 Bonding Tour

Council member Grotting Attended the following meeting:

- Planning

Acting Mayor McCoy Attended the following meeting:

- West Suburban Fire Committee Meeting
- Hwy 12 Bonding Tour

City Administrator Mark Kaltsas Attended the following meeting:

- Hwy 12 Bonding Tour
- A secondary meeting to the Bonding Tour
- West Suburban Fire Committee Meeting

Kaltsas mentioned that he thought the bonding tour went well and appreciated everyone coming out, noting that they made an impression on the committee.

6. David Kittok (Applicant/Owner) requests that the City consider the following action for the property located at 8575 Hitsman Lane, Independence, MN (PID No. 17-118-24-24-0001):
- a. **RESOLUTION NO. 25-1104-01** – Considering a minor subdivision to allow a rural view lot subdivision. The proposed rural view lot would be 10 acres and located on the south side of Hitsman Lane.

City Administrator Mark Kaltsas presented the request for a minor subdivision to permit a rural view lot subdivision. He explained that the applicant, David Kittok, was asking to split off 10 acres from his 100+ acre property located at 8575 Hitsman Lane. The property is located on both the north and south sides of Hitsman Lane, just south of Highway 12.

Kaltsas explained that the existing house and agricultural buildings are located on the north side of Hitsman Lane, while the south side has no buildings or structures. The property is zoned agriculture and guided as agriculture by the comprehensive plan.

The current property is 103.54 acres, and after the split, the remainder tract would have 91.87 acres and the proposed tract would have 11.12 acres (with 1.12 acres being part of the right of way for Hitsman Lane). Kaltsas emphasized that for all practical purposes, it's a 10-acre lot.

Kaltsas explained that the city has provisions for rural view lots that allow one rural view lot for every 40 acres under the same ownership. This property could realize two rural view lots under

current ordinances. Rural view lots must be between 2.5 and 10 acres, have a minimum frontage of 300 lineal feet for properties 5-10 acres, and have a lot frontage to lot depth ratio of no more than 1 to 4. The proposed lot meets all these requirements with approximately 1,500 lineal feet of frontage.

Kaltsas also noted that the property has about 6.5 acres of useful upland with the remainder being wetland, which exceeds the 2.5-acre minimum requirement. The applicant had provided confirmation that the proposed property can accommodate primary and secondary septic systems.

The Planning Commission held a public hearing where several property owners from surrounding areas inquired about the plans. The commissioners found that the request met all applicable requirements and recommended approval to the City Council.

Motion by Betts, seconded by Grotting to approve RESOLUTION 25-1104-01 approving a minor subdivision to allow a rural view lot. Ayes: Fisher, Betts, McCoy, Grotting. Nays: None. Absent: Spencer. Abstain: None. Motion Approved. 4-0

7. Jerrid Voss (Applicant/Owner) request that the City consider the following action for the property located at 7646 Turner Road, Independence, MN (PID No. 28-118-24-24-0004):
 - a. **RESOLUTION NO. 25-1104-02** – Considering a conditional use permit to allow a detached accessory structure that exceeds the maximum square footage of 5,000 SF. The accessory structure would be used as a private indoor riding arena.

City Administrator Kaltsas presented the request for a conditional use permit to allow an accessory structure larger than 5,000 square feet. The applicant, Jerrid Voss, was proposing a 10,600 square foot detached accessory structure to be used as a private indoor riding arena (8,400 sq ft) and stable (2,200 sq ft).

Kaltsas explained that the property is located on the north side of Turner Road, east of the intersection of Turner Road and County Road 92. The property has an existing home and two detached accessory buildings, with open space primarily used as pastureland for horses. The property is zoned agriculture, guided as agriculture, and is approximately 20 acres in size.

Kaltsas noted that the city has a 5,000 square foot limit on individual accessory buildings, which was established about 10 years ago to ensure larger structures would go through a public process. The proposed building would be located near the current outdoor riding enclosure.

Kaltsas explained that the building would exceed all required setbacks. The Planning Commission had requested a landscape plan, which the applicant provided, showing tree

plantings. The applicant also committed to engaging a landscape architect upon construction for additional landscaping.

During the Planning Commission public hearing, no comments were received. The commissioners confirmed that the facility would only be used by the property owners, not as a commercial facility. The applicant mentioned having three horses (though four was initially noted in the report).

Councilmember Grotting asked for clarification on the conditional use permit process, and Kaltsas explained that properties greater than 10 acres have no limitation on total square footage of accessory buildings, but any individual building exceeding 5,000 square feet requires a conditional use permit to allow neighbors and the city to review potential impacts.

Motion by Fisher, seconded by Betts to approve RESOLUTION 25-1104-02 approving a CUP to allow a detached accessory structure that exceeds the maximum square footage of 5,000 SF. Ayes: McCoy, Betts, Fisher, Grotting. Nays: None. Absent: Spencer. Abstain: None. Motion Approved. 4-0

8. Open/Misc.

Councilmember Betts asked if there were people in the city in need of assistance where the council should give extra help. City Administrator Kaltsas mentioned that the city typically receives annual requests from organizations like "We Can," but they had not yet received such requests this year.

Kaltsas reported that Midco had made a \$10,000 donation to the Mound Food Pantry on behalf of the city through their non-profit. He also shared that Midco had completed broadband installation and services to all but 20 residents in Independence, with those remaining homes already served by other providers, resulting in 100% broadband coverage in Independence. Councilmember Betts requested this information be included in the city newsletter, which Kaltsas confirmed would happen.

9. Adjourn.

Motion by Betts, seconded by Grotting to adjourn the meeting at 6:51pm. Ayes: Fisher, Betts, McCoy, Grotting. Nays: None. Absent: Spencer. Abstain: None. Motion Approved. 4-0

City of Independence

League of Minnesota Cities Insurance Trust Tort Liability Waiver

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: November 18, 2025

Discussion:

Each year the City is required to decide whether to waive the monetary limits on Tort Liability established by MN Statutes, to the extent of the limits of liability coverage obtained from the LMCIT. The City has historically made the determination to not waive the monetary limits based on the direction provided by the City Attorney.

Requested Action:

It is recommended that the City Council not waive the monetary limits on Tort Liability established by MN Statutes, to the extent of the limits of liability coverage obtained from the LMCIT.

ATTACHMENTS: LMCIT Waiver Form

LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to psstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name:

Check one:

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).
- The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____ Position: _____

Date: November 7th, 2025

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

From: Director Matt DuRose

SUBJECT: OCTOBER 2025 ACTIVITY REPORT



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

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

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

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

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

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

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

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

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

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

Monthly Activity Report October 2025

Offense	This Month	Same Month Last Year		This Year To Date		Last Year To Date
City Of Independence						
Criminal	8	6		48		34
Traffic	118	85		1,177		761
Part III	2	12		48		84
Part IV	26	30		303		316
Part V	106	85		1,129		1,082
Total City of Independence	260	218		2,705		2,277
City Of Maple Plain						
Criminal	6	2		34		24
Traffic	33	21		492		229
Part III	2	8		30		42
Part IV	32	28		388		234
Part V	58	62		490		512
Total City Of Maple Plain	131	121		1,434		1,041
Grand Total Both Cities	391	339		4,139		3,318
TZD	0	0		209		268
Agency Assists	37	29		316		269
Total ICR Reports	428	368		4,664		3,855
How Received						
Fax	10	6		72		48
In Person	9	10		120		125
Mail	1	2		6		10
Other	1	0		10		5
Phone	18	26		172		232
Radio	172	175		1,732		1,601
Visual	179	126		2,154		1,400
Email	15	13		140		160
Lobby Walk In	23	10		258		274
Total	428	368		4,664		3,855

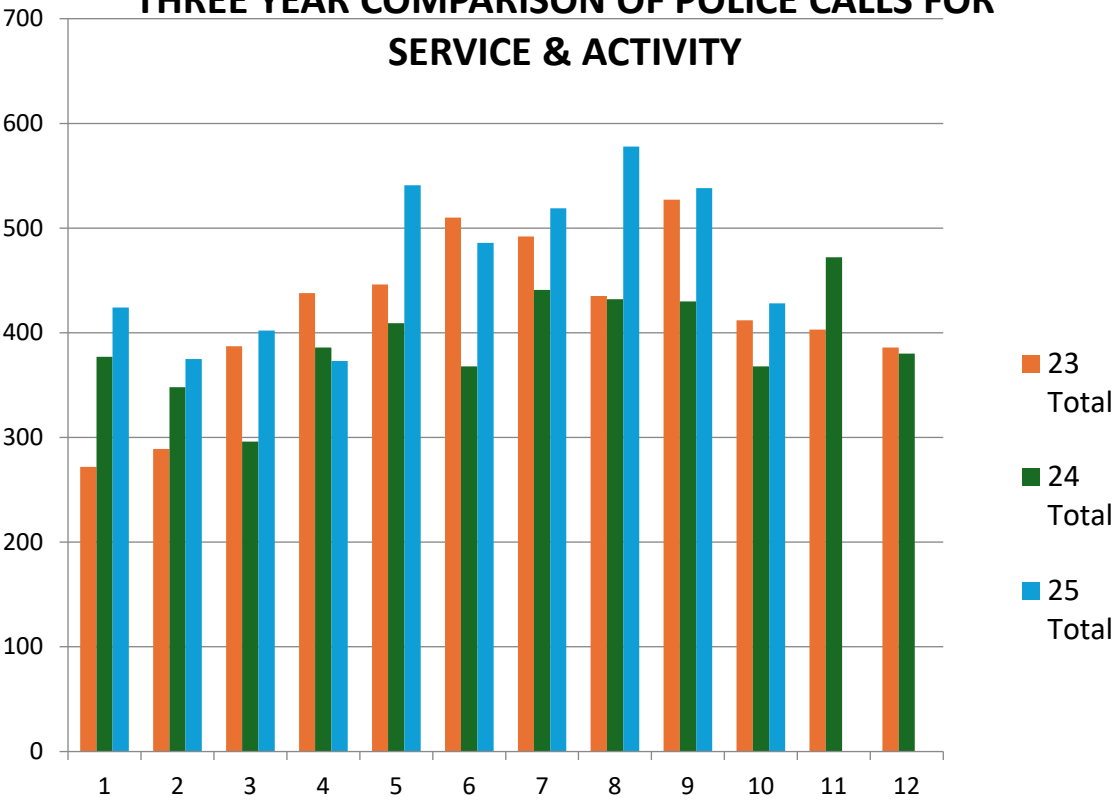
October 2025 Part I & II**City of Maple Plain #'s 1 & 2**

AGN	ICR	Title	Create Date	Grid #	MOC range	UCR Part
WHPS	25004251	Fraud	10/02/2025	01	U1062	2
WHPS	25004303	Check Forgery	10/05/2025	02	C17G1	2
WHPS	25004397	Damage to Property	10/12/2025	01	P310L	2
WHPS	25004422	Vandalism	10/15/2025	02	P2120	2
WHPS	25004451	Scam	10/15/2025	01	U1203	2
WHPS	25004475	3 rd Degree DWI	10/17/2025	02	Jf5J1	2

October 2025 Part I & II**City of Independence Grid #'s 3-5**

AGN	ICR	Title	Create Date	Grid #	MOC range	UCR Part
WHPS	25004376	DWI – 3 rd Degree Refusal	10/10/2025	03	JFR01	2
WHPS	25004525	DWI – 2 nd Degree – Alcohol	10/19/2025	03	JE5J1	2
WHPS	25004591	DWI – 3 rd Degree – Alcohol	10/24/2025	03	JFW01	2
WHPS	25004634	4 th Degree DWI	10/28/2025	03	JG601	2
WHPS	25004639	Theft Report	10/28/2025	03	TR999	1
WHPS	25004642	Gun Pointing	10/29/2025	05	A2426	1
WHPS	25004657	Domestic/2 nd Degree Assault	10/31/2025	05	A2342	1
WHPS	25004663	Head-On Crash w/Injuries	10/31/2025	05	J1A21	1

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



DIRECTOR'S NEWS & NOTES

WEST HENNEPIN PUBLIC SAFETY

October 2025 Activity Report

Year to Date Activity Report

At the end of October 2025, West Hennepin Public Safety (WHPS) handled year-to-date a total of 4,664 incident complaints. For the month of October; 260 incidents occurred in the City of Independence and 131 in the City of Maple Plain.

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

Animal Complaint

October 1

100 block of Kuntz Drive, Independence. Officer was dispatched to a loose horse running on Luce Line Trail. The animal owner advised they just got the horse and isn't sure if it will come back on its own. Approval was given to the animal owner to take a golf cart on the trail to locate the horse. Officer checked the area and was unable to locate the horse. A short time later, the animal owner called and advised the horse had returned.

Traffic Complaint

October 2

Highway 12/County Road 90, Independence. Officer was dispatched to a driving complaint where the suspect vehicle was reportedly passing on the right. Officer located the vehicle, initiated a traffic stop, and found the license plate was out of state and expired in January 2024. Officer spoke to the driver who advised she thought she was going to be turning, realized it wasn't her turn yet, and accidentally passed. The driver was cited for not having a MN driver's license and an Unregistered Motor Vehicle.

Forgery

October 5

5700 block of Amy Lane, Maple Plain. Officer was dispatched to take a forgery report where a check was written, mailed, then altered. The suspect wrote the check in his name and presented the check at another bank. Forwarded to investigations for follow-up.

Traffic Complaint

October 5

Highway 12/County Road 90, Independence. Officer was dispatched to a traffic complaint where a passenger in a vehicle pointed a laser at another driver. Officer located the vehicle and spoke to the occupants. The driver and passenger both admitted the passenger had shined a green laser pointer from a flashlight at the passenger side mirror. Contact was made with the passenger's parents.

Trespassing

October 5

Valley Road/BNSF Railroad, Independence. Officer was dispatched to a report of two juveniles on dirt bikes riding on the reporting party's land. Officer was unable to locate the dirt bikes and spoke to the reporting party who advised he talked to the drivers and were unaware it was private property.

Suspicious Activity

October 6

5800 block of Three Oaks Avenue, Maple Plain. Officer was on routine patrol and observed an open garage with a vehicle with both two doors left open. While the Officer was approaching the home, the homeowner advised everything was fine and he's usually out at this time of night. He was appreciative the Officer stopped to check on his property.

Welfare Check

October 6

6700 block of Highway 12, Independence. Officer was on routine patrol and observed a vehicle sitting at an angle in a driveway late at night. Officer observed the driver appeared to be sleeping. Officer made contact with the driver who advised she was coming from a relative's house, and she was tired so she pulled over to rest. Officer did not observe signs of impairment and was advised to find a safe place to park.

Stalled Vehicle

October 7

County Line Road/Nelson Road, Independence. Officer was dispatched to a semitrailer not occupied that was stalled in the middle of the road. Upon arrival, Officer observed the trailer was left in the road and the cab was detached and no longer on scene. There was a note left with a phone number on it. Officer called the phone number, and the driver advised a hose broke and he would be back with a replacement part. Within the hour, the trailer was repaired and removed from the roadway.

Crash
October 9

County Road 50/County Line Road, Independence. Officer was dispatched to a crash involving a motorcycle and SUV. Officer arrived and observed the SUV lying on its side in the middle of the intersection. A witness advised the driver of the SUV turned in front of the motorcycle then attempted to over correct causing it to flip on its side. Both drivers were conscious and moving about and later transported to the hospital by Ridgeview Paramedics.

Assault
October 10

5300 block of Sunset Lane, Independence. Officer was dispatched to an assault report when a utility worker had been pushed by the homeowner. Officer arrived on scene and spoke to both parties. It was determined the subject was upset because he wanted the line moved off his property. Ultimately, the subject agreed to allow the work to be completed.

Arrest
October 10

County Road 6/County Road 110, Independence. Officer was dispatched to two reports of a driving complaint where the vehicle was all over the road and went into the grass. Officer located the vehicle and spoke to the driver who displayed signs of impairment. Ultimately, the driver was arrested and refused to take the evidentiary breath test. Driver was booked and released pending 3rd Degree DWI charges.

Property Damage
October 12

5000 block of Highway 12, Maple Plain. Officer was on routine patrol and observed graffiti painted on the building and doors, as well as the front door glass was shattered. Officer searched the area and did not locate further damage. Forwarded to investigations for further.

Crash
October 13

Pagenkopf Road/County Road 90, Independence. Officer was dispatched to a personal injury crash involving a school bus. Officer arrived on scene and determined the bus proceeded to cross, failing to yield for the passenger car who was not able to stop prior to the collision. The driver of the passenger vehicle had minor injuries and was not transported to the hospital. The kids on the bus were transferred to a new bus and were able to leave the scene. The bus driver was issued a citation for failing to yield.

Suspicious Activity

October 14

5900 block of Providence Curve, Independence. Officer was dispatched to a suspicious male, walking around the reporting party's house and taking pictures. The reporting party was watching the activity on their cameras. Officer arrived in the area and made two traffic stops on vehicles matching the description provided and both were unrelated.

Vandalism

October 15

1500 block of Rainbow Avenue, Maple Plain. Officer took a report of vandalism at Rainbow Park which is possibly related to the property damage incident. Officer reviewed surveillance video and determined the suspect is a juvenile male on an E-bike. Forwarded to investigations to identify the suspect.

Motorist Assist

October 16

County Road 6/County Road 90, Independence. Officer was on routine patrol and observed a vehicle in the bypass lane with its hazard lights on. Officer spoke to the driver who advised she was letting her car cool down after over heating. Officer advised to call if she needs further assistance.

Arrest

October 17

Bryant Street/Budd Ave, Maple Plain. Officer conducted a traffic stop on a vehicle for expired registration. Officer spoke to the driver who displayed signs of impairment and admitted to consuming alcohol. Field Sobriety Tests were completed, and the driver was placed under arrest. The driver was transported and booked where he submitted an evidentiary breath sample of 0.19. He was then transported to Hennepin County Jail and charged with 3rd Degree DWI.

Noise Complaint

October 18

100 block of McCulley Road, Independence. Officer was dispatched to a report of shots heard in the area. Officers arrived in the area and determined the address where the shots were coming from. Officers made contact with the parties involved who advised they were aware of the surrounding properties, had a proper backstop, and were following the necessary safety guidelines for target shooting. There were no further concerns. The parties were advised they could proceed with their activities.

Disturbance
October 18

5200 block of Painter Creek Green, Independence. Officers were on a traffic stop when they heard screaming and yelling coming from the general area. Officers searched the area and located multiple vehicles parked outside of the residence. After contact was made with the homeowner, it was determined it was juveniles in the backyard. They were advised to quiet down.

Arrest
October 19

5500 block of County Road 11, Independence. Officer was dispatched to a motorist assist where a resident called advising there was a vehicle in front of their home with its hazards on and the driver was walking down the street with a flashlight. Officer arrived on scene and spoke to the driver who advised his truck had run out of gas. Driver displayed signs of impairment and refused Field Sobriety Testing. He advised when he left the bar, he used his own breath test machine, which indicated a 0.10. He was ultimately arrested for DWI and provided an evidentiary breath test of 0.16. He was transported to Hennepin County Jail for 2nd Degree DWI.

Motorist Assist
October 20

Highway 12/County Line Road, Independence. Officer was on routine patrol in the area and observed a vehicle parked on the side of the road with only its hazard lights on. Officer stopped out with the vehicle and spoke to the driver who advised he was just cited and was told he is unable to drive the vehicle by another agency. Officer viewed the citation and confirmed he was cited for suspended registration. Officer advised he was just checking on him and confirmed he called for a ride.

Suspicious Activity
October 21

5100 block of Broadmoor Drive, Independence. Officer was dispatched to a suspicious vehicle that made approximately ten passes by her home at a slow rate of speed. Reporting party advised it appeared the vehicle was doing circles. Officers checked the area and were unable to locate the vehicle. Reporting party was advised to call back if she sees the vehicle again.

Suspicious Activity
October 23

5100 block of Industrial Street, Maple Plain. Officer was dispatched to a suspicious vehicle seen on surveillance video. Officers checked the exterior of the building and located an unsecured door. Opening the door caused the alarm to go off. The interior of the building was checked and nothing was located. A short time later, it was determined the suspicious vehicle was officers doing routine patrol.

Suspicious Activity
October 23

Highway 12/Copeland Road, Independence. Officer was on routine patrol and observed a suspicious male walking on the shoulder with a camera. Officer spoke to the subject who advised he does personal photography and was taking photos of the large skeleton dog decoration nearby. Officer confirmed his story after being shown the photos.

Arrest
October 24

County Road 6/County Road 19, Independence. Officer was dispatched to a traffic complaint where a vehicle was all over the road, driving into oncoming traffic, almost hitting oncoming traffic, and stopping where there was no stop sign. Officer located the vehicle and spoke to the driver who displayed signs of impairment. Field Sobriety Tests were performed, and the driver was placed under arrest for suspected DWI. The driver was transported to the police department where she provided an evidentiary breath sample of 0.25. She was booked and transported to Hennepin County Jail.

Crash
October 25

Baker Park Road/Main Street, Maple Plain. Officer was dispatched to a property damage crash where Vehicle 1 was slowing turning and Vehicle 2 rear-ended them causing their vehicle to spin out. Driver 2 was advised she was looking down at her GPS and didn't have enough time to stop before the collision. Driver 2 was cited for failure to drive with due care and driving with a suspended driver's license.

Suspicious Activity

October 26

4700 block of South Lake Sarah Drive, Independence. Officer was dispatched to a suspicious activity report. Officer spoke to the reporting party who advised he was seeing red and white drones in the area that would hover 3-4 times per week for approximately 3 hours. Officer advised he was unaware of the drones being there as this was the first report. Reporting party reached out to the FAA who advised there were thousands of people who have legal permits to fly drones.

Gas Leak

October 27

200 block of County Road 92, Independence. Officer was dispatched to a hit gas line. Officer arrived on scene and found a crew had been hand digging a locate hole and sliced the feeder line to a near by residence. Maple Plain Fire arrived and did not locate concerning levels of gas. The gas was shut off and a crew responded to repair the line.

Arrest

October 28

Highway 12/County Road 90, Independence. Officer was dispatched to a property damage crash where a vehicle went through and over the roundabout. Officer spoke to the driver who displayed signs of impairment. Field sobriety tests were performed, and the driver was placed under arrest for suspected narcotic DUI. The driver admitted to Fentanyl use prior to driving. A Drug Recognition Evaluation was performed that resulted in suspected Narcotic Analgesic use. A warrant was signed by a judge, and a blood draw was completed. Pending toxicology results.

Gun Pointing

October 29

Highway 12/County Line Road, Independence. Officer was dispatched to a report of a gun pointing incident. The reporting party advised her and her daughter were travelling east when a van was tailgating and driving aggressively. The male driver then passed her through the lane delineators, kissed a firearm, pointed it at the reporting party and winked, then completed his pass. No license plate was available. The case was forwarded to investigations for further.

Welfare Check

October 30

County Road 6/County Road 157, Independence. Officer was dispatched to a welfare check where a party was walking on the side of the road after midnight. Officer arrived and spoke to the party who advised he had gone for a walk in Delano and became lost. Officer provided him with a ride back to his apartment.

Arrest
October 31

3000 block of Nelson Road, Independence. Officer was dispatched to an assault that occurred. Officer arrived and spoke to the victim who advised his ex-girlfriend arrived at his job site and an argument ensued. During the argument, the victim began recording and the suspect picked up a large metal carpet stretcher and swung it at the victim. Officer spoke to the suspect who advised the same. The suspect was placed under arrest for Domestic Assault and 2nd Degree Assault with a dangerous weapon. She was transported to Hennepin County Jail.

Crash
October 31

County Road 6/Ingerson Road, Independence. Officers were dispatched to a head-on collision. Upon arrival, Officers observed two pickup trucks with substantial damage and injuries. Both drivers were checked out by North Memorial Paramedics. It's suspected that one driver was distracted, causing him to cross over the centerline and collide with oncoming traffic. Case is forwarded to Investigations for further.



RESOLUTION OF THE
CITY OF INDEPENDENCE
HENNEPIN COUNTY, MINNESOTA

RESOLUTION NO. 25-1118-01

**RESOLUTION CERTIFYING DELINQUENT SEWER SERVICE CHARGE AS
SPECIAL ASSESSMENTS**

WHEREAS, the records of the billing department of the City of Independence lists certain accounts delinquent for the year 2025 (a copy of which is with the City Clerk); and

WHEREAS, the consumer has been notified of the delinquent account according to the legal requirement of the law; and

WHEREAS, Minnesota Statutes authorizes collection of delinquent accounts by certification to the county tax rolls for collection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Independence, Minnesota to direct the County Auditor of Hennepin County to place the delinquent accounts, consisting of principal and interest thereon at the rate of 5% of the payable 2026 tax rolls.

List of Delinquent Accounts

3640 INDEPENDENCE ROAD	\$542.00
5360 SUNSET LANE	\$813.00
5330 SUNSET LANE	\$1,076.00
4654 S LAKE SARAH DR	\$1,076.00
4672 S LAKE SARAH DR	\$1,076.00
5275 COUNTY ROAD 11	\$1,076.00
3925 INDEPENDENCE ROAD	\$1,076.00
3690 INDEPENDENCE ROAD	\$1,076.00
	<u>\$ 7,811.00</u>

This resolution was adopted by the City Council of the City of Independence on this 18th day of November 2025, by a vote of ____ ayes and ____ nays.

Brad Spencer, Mayor

ATTEST:

Mark Kaltsas, City Administrator

City of Independence

Legislative Services Agreement with LGN

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: November 18, 2025

Discussion:

Earlier this year the Council discussed engaging a consultant to assist the cities of Independence, Delano and Maple Plain in obtaining legislative funding to act as a catalyst for the Highway 12 reconstruction project. Representatives from the cities interviewed several firms prior to deciding which consultant to hire. It was determined by the group that Lockridge Grindal Nauen PPLP (LGN) would provide the cities with a high value and moved to hire them on behalf of the three (3) cities.

Due to the fact that proposed Highway 12 improvements are wholly within the City of Independence, the contract for services is between the City of Independence and LGN. The cities of Delano and Maple Plain have agreed to fund a portion of the contract as follows:

Total Contract Amount: **\$40,000**

Independence:	\$16,000
Delano:	\$16,000
Maple Plain:	\$8,000

Requested Action:

It is recommended that the City Council approve the Legislative Services Agreement and authorize the Mayor to execute the agreement on behalf of the city. Staff will work with each of the respective cities relating to any individual agreements needed for reimbursement of their respective costs.

ATTACHMENTS: Legislative Services Agreement

LEGISLATIVE SERVICES AGREEMENT

THIS AGREEMENT, made and entered into by and between **City of Independence**, (“Client”) and **LOCKRIDGE GRINDAL NAUEN PLLP** (“Consultant” or “LGN”) (collectively the “Parties”).

W I T N E S S E T H

WHEREAS, Client, wishes to purchase the services of Consultant to assist Client in monitoring, and lobbying related to certain state legislative and administrative matters;

NOW, THEREFORE, in consideration of the mutual undertakings and promises hereinafter set forth, Client and Consultant agree as follows:

1. CONSULTANT SERVICES

Consultant shall provide, in coordination with Client’s officers, committees and staff, the services listed in Exhibit A hereto. If additional services, projects or work is agreed upon by both Consultant and Client, fees for such additional services, project or work will be negotiated and mutually agreed upon in writing prior to the performance of additional services, projects or work.

2. TERM AND TERMINATION

2.1 Term. The term of engagement for the services provided shall be **October 1, 2025– September 30, 2026**, with an option to continue at the same rate for an additional two years, subject to termination as provided in Section 2.2.

2.2 Termination. This Agreement may be terminated prior to its expiration only as follows:

2.2.1 Upon the written mutual agreement of the Parties hereto;

2.2.2 By either Party upon sixty (60) days written notice to the other Party.

3. COST OF AND PAYMENT FOR SERVICES

3.1 Fees. In consideration of services performed as specified in Section 1 and Exhibit A of this Agreement, Client shall pay Consultant the professional fees in the amount of **\$40,000 payable in twelve (12) installments of \$3,333.33 per month commencing October 1, 2025.**

3.2 Costs. In addition to payment for professional fees, Client shall pay Consultant for all reasonable incidental expenses incurred by Consultant on Client’s behalf.

3.3 Payment. Payment for professional fees and expenses shall be made to Consultant upon submission by Consultant to Client of invoices for services rendered and expenses incurred and Client shall pay Consultant by the dates listed above.

4. **DATA RETENTION**

- 4.1 LGN may use reputable third-party service providers, including ‘cloud’ service providers, to help us deliver efficient, cost-effective legal services. This may include document/information hosting, sharing, transfer, analysis, processing or storage. By engaging us, **City of Independence** understands and consents to having communications, documents and other data pertinent to its matters managed through such third-party technology, including where confidential information may be stored on and accessed from such cloud-based computer servers located in a facility not directly controlled by **LGN**. **City of Independence** acknowledges that the use of such services may be subject to the terms and conditions of the provider and accept that **LGN** is not responsible for the security of the data, the provider’s security standards, or the risk that the security of information on such cloud-based platforms may be breached. **City of Independence** agrees that the benefits of using such technology outweigh the risks, including risks related to confidentiality and security. A list of **LGN**’s cloud providers is available upon request.
- 4.2 **LGN** has adopted a document retention policy that governs the retention and disposition of closed client files. At the conclusion of the matter for which **City of Independence** has retained us, we will return all original client documents. At that time, **City of Independence** will have sixty (60) days to let us know if you want certain of the documents which remain in the file. If you notify us within this sixty (60) day period, we will not destroy the file until **City of Independence** has had an opportunity to identify any such documents and, if appropriate, obtain copies of them. If **City of Independence** does not so notify us, we will transfer your file to closed storage and/or an electronic archive pursuant to our file closing and destruction procedures. File contents (including work papers, etc.) will be considered the property of **LGN**. We will retain the file for six (6) years and then destroy its contents, without further notice and in a manner which preserves their confidential nature.
- 4.3 If, at any time **LGN** concludes that there are no active matters in which we are representing **City of Independence**, it will be considered a former, rather than a current client of **LGN**, unless and until **City of Independence** asks us to perform additional services, and we agree to perform them.
- 4.4 If **City of Independence** requests us to transfer our file to you or to another firm prior to the completion of the matter, **City of Independence** agrees we can make and retain copies of relevant portions of the file and that the cost for such copying is to be paid by **City of Independence**, as well as any other copying on its behalf. These charges for copying **City of Independence**’s file may include, in the case of documents stored electronically, the reasonable cost of retrieving the documents, and **City of Independence** agrees to pay these costs.

5. INDEPENDENT CONTRACTOR

Consultant shall select the means, method, and manner of performing the services herein. Consultant is and shall remain an independent contractor with respect to all services performed under this Agreement.

6. COMPLETE AGREEMENT

The Parties each agree and understand that this Agreement, including all Exhibits hereto, constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous oral understandings or agreements with respect to the subject matter hereof.

7. AMENDMENTS AND WAIVERS

This Agreement may not be amended, altered, enlarged, supplemented, abridged, or modified, nor can any provision hereof be waived, except by a writing executed by both Parties which shall be attached hereto. Failure of any Party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision nor of the right to enforce such provision.

8. NOTICES

All notices, demands, and requests permitted or required to be given under this Agreement shall be in writing and deemed given when mailed by the United States mail, postage prepaid, registered or certified mail, return receipt requested, to the address of the appropriate Party as provided herein.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement this ____ day of _____ 2025.

ADDRESS:

1920 County Rd 90
Independence, MN 55359

CLIENT:

City of Independence

By:
Its:

ADDRESS:

Suite 2200
100 Washington Avenue South
Minneapolis, MN 55401

CONSULTANT:

LOCKRIDGE GRINDAL NAUEN PLLP

By: Harry Gallaher
Its: Managing Partner

EXHIBIT A

LGN will provide state government relations services for state legislative initiatives to assist the City of Independence on their capital investment and transportation funding request. LGN will provide legislative relationship development with key decision-makers at the Minnesota Legislature. LGN will provide legislative strategy, bill drafting, bill introduction, testimony preparation, lobbying key legislators and lobbying the Minnesota executive branch for the City of Independence. LGN will execute lobbying for City of Independence's specific legislation and will work in partnership with the Highway 12 Coalition as directed by the City Administrator and City Council. LGN will work collaboratively with City of Independence team and will provide regular updates and opportunities to work together with the City of Independence, including presenting to the City Council if requested.