



CITY COUNCIL MEETING AGENDA  
THURSDAY FEBRUARY 9, 2023

**CITY COUNCIL MEETING TIME: 7:30 AM**

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 January 17, 2022, Regular City Council Meeting.
  - b. Approval of Accounts Payable; (Batch #1: Checks No. 21781-21788, Batch #2: Checks No. 21789-21800, Batch #3: Checks No. 21801-21822).
  - c. Agriculture Preserve Application for the following property:
    - 35-118-24-14-0002
  - d. Approve Hennepin County Recommended Local Board of Equalization Meeting Date – Tuesday, April 4<sup>th</sup>, 2023, at 6:00 PM.
5. Set Agenda – Anyone Not on the Agenda can be Placed Under Open/Misc.
  6. Reports of Boards and Committees by Council and Staff.
  7. Tom Koch (Applicant/Owner) is requesting that the City consider the following review/discussion for the property generally located at 5865 Koch's Crossing (PID No's. 11-118-24-12-0004, 11-118-24-13-0003, 11-118-24-31-0005, 11-118-24-13-0002, 11-118-24-42-0001, 11-118-24-42-0002) in Independence, MN:
    - a. **RESOLUTION 23-0209-01** – Considering approval of the Final Plat and Development Agreement to allow a 33-lot subdivision to be known as KOCH FARM SANCTUARY.
  8. Chad Greenway (Applicant/Owner) requests that the City consider the following action for the properties located at 2171 Copeland Rd. and 2052 Nelson Rd., Independence, MN (PID No. 19-118-24-14-0001 and 19-118-24-13-0003):
    - a. **RESOLUTION 23-0209-02** – Considering approval of a minor subdivision to permit a lot line rearrangement to adjust the property line that runs east and west between the two subject properties.

9. Consider Approval of the Proposed Auditor Contract with BerganKDV and Authorize the Mayor and City Administrator to Execute an Engagement Letter.
10. Open/Misc.
11. Adjourn.



MINUTES OF A REGULAR MEETING OF  
THE INDEPENDENCE CITY COUNCIL  
Tuesday, January 17, 2023–6:30 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 Johnson at 6:30 p.m.

2. PLEDGE OF ALLEGIANCE.

Mayor Johnson led the group in the Pledge of Allegiance.

3. ROLL CALL

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

ABSENT: None.

STAFF: City Administrator Kaltsas, Administrative Services Director Simon, and WHPS Director Kroells.

VISITORS: See Sign-in Sheet.

4. Representative Kristin Robbins (House District 37A) – Annual Legislative Update

I'm new to District 37A and am excited to represent you and our constituents. Please consider me a resource for anything going on at the state. I was pleased to see Chief McCoy there today for Fire Fighters' Day. We can arrange public tours for families. I'm serving on Rules, Taxes, and Higher Ed Committees. I'm furiously introducing bills which I include in my weekly newsletter that goes out every Friday. Please email [rep.kristin.robbins@house.mn.gov](mailto:rep.kristin.robbins@house.mn.gov) to receive it or to reach out to me or visit <https://www.house.leg.state.mn.us/members/profile/15504> for text or email updates and more. I was first elected in 2018, so I still feel relatively new. I try to share the perspective of what's surprising to me and what might be new or of interest. Currently, I'm working on bills regarding Hwy 55 Safety Corridor Coalition and had sent a letter of support of the Hwy 55 Corridors of Commerce Application but also separately, based on the advice from staff, we are drafting a bonding bill. So, whether or not we get the Corridors of Commerce Application, we have a Plan B. When I get my jackets back (the version you'd introduced), I'm planning on asking all Hwy 55 Coalition Members to co-author it. Mayor Johnson shared Rep. Klevorn had worked on it last year. Rep Robbins sees Rep. Klevorn almost daily on Higher Ed and will reach out to her, too. Another bill which former Rep. Herta used to carry is the Small Cities Grant program that will help with local small cities that don't receive LGA. It had expired and never became a regular part of the budget, so my bill will revive that. Additionally, I was the first to introduce a bill to fully eliminate tax on Social Security and now many have followed. There are many versions, so we want to push it across the finish line as there is bipartisan support for that. The Governor and some House leadership are not sure about a full repeal. Minnesota is one of the few states which still taxes Social Security, and our intention is to push for full repeal as it is a problem for Seniors on a fixed income. Other bills are for the RND Tax Credit and Dependent Care/ Childcare Care Credit to help families. I will request hearings on all of these. Other personal priorities are the K-3 Literacy Bill to help students who lost ground during the Covid school shutdowns, and test scores revealed that it wiped out 20 years of Reading and Math gains. We have bipartisan support on this bill. I will be reintroducing a bill to stop social media companies from targeting young people with unsolicited content. After passing with broad bipartisan support in all the House

and Senate Committees yet didn't get off the floor there last year, we are trying again. More updates will be included in my weekly newsletter. Thursday's bills will include one going beyond codifying ROE making abortion legal in statute in Minnesota up until the point of delivery. Another would allow the forecast in state government to build into the baseline budget inflation every year growing government without much legislative oversight. It doesn't seem like the best direction, so I will be looking more into that.

Grotting – \$17 billion? (Yes.) Can you talk a little about that and what the discussions are? It seems like instead of authoring bills maybe authoring repeals of bills. It just seems so crazy to us.

Robbins – I couldn't agree more! February 2023's Surplus Forecasts are expected to be higher than November 2022's \$17.6 billion Surplus, thus I have a lot of tax relief bills. While there is some talk about returning some of the Walz Surplus (one-time checks of about \$1,000 to each household), I personally believe that a more responsible way to return the surplus is through permanent tax cuts because we are clearly overtaxed in Minnesota. We increased the budget by 11% in the last biennium, and we still have \$18 billion surplus! Minnesota is in the top 5 states for high Corporate tax, Personal Income tax, 1 of 6 states that still has Estate tax, and 1 of 11-13 states which still tax Social Security. On every metric, we are out of whack across the country which really hurts our competitiveness. The different bills I'm introducing will give families more money in the long run but also shrink what is available for politicians to spend by discontinuing the double-digit growth of the size of government. (Are you getting any support?) I do think something will happen for Social Security. As much as I'm working hard to get rate reductions, just today I heard the Majority party introduced a 5<sup>th</sup> tier income tax step on incomes (12% tax rate over \$250k). We would be the highest or the 2<sup>nd</sup> highest income taxed state in the country. In my view, they are going in the wrong direction and are wanting to spend most of the surplus from the bills they have introduced and new programs or one-time spending. So, we definitely have our work cut out for us!

McCoy – Can you comment on legalization of marijuana?

Robbins- The Majority Party tried to do that last session; it failed in the House and the Senate stopped it. The Majority is the majority in both House and Senate now, so we may not be able to stop it this year. It takes away local control. So, if your city did not want to have a cannabis shop, currently drafted statutes prohibit cities' ordinances from denying that right to operate. Many communities do not want this as we saw with the edibles bill that most cities put a moratorium on. It is very concerning in many areas- the legalization and how they are rolling it out. We plan for more deep discussions on the floor. It's a 70/60-40 majority in the House. I don't know we can stop it.

Grotting – Why would that be the priority of the legislative majority?

Robbins - I door knocked all Fall and across party line, it didn't matter. The concerns I did hear were safe communities, schools, government to work, and affordable life as common-sense priorities mentioned across the board. The public is not nearly divided as the press makes it seem to be. None of those were mentioned as top priorities so far.

Johnson – I emailed you today regarding a letter from the Department of Natural Resources regarding permits.

McCoy – I think many residents also got the letter, too. It sounds like you're going down the Luce Line.

Johnson – They told me that we were a starter, and they are going along the Luce Line Trail. Our family was there before the Luce Line Trail but now want us to pay a \$2k application fee for a permit to drive across the trail.

Robbins – For context, Minnesota will only charge cannabis operators a one-time \$250 lifetime license fee. I will follow-up with you on that.

Johnson – They're wanting us to prove from 160 years ago. I don't know when the trail began.

Betts- The Luce Line Trail paid where it went through those lands. (Johnson- They paid paper.) I was on the original committee before it was passed as a trail through the State. Lots of farmers wanted their land back and claimed that the Luce Line Railroad did not pay them for their property. They were wanting to break up the Luce Line Trail by reclaiming their land. One brought it to court saying they had move the trail to the

person's border because he had proof and didn't get payment. I don't know how they settled that because the trail is still there. The Railroad maybe didn't even legally own parts of it.  
Johnson - The legislature gave that authority for DNR to take it over, but this is a current thing happening now. It's good to know others got letters, too.  
McCoy - If you own land on both sides of the RR, you have to get across it.  
Johnson - Thank you for coming out, Rep. Robbins.

**5. \*\*\*\*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 December 20, 2022, Regular City Council Meeting.
- b. Approval of City Council Minutes from the January 6, 2023, Special City Council Meeting.
- c. Approval of Accounts Payable; (Batch #1 - Checks No. 21708-21725 -Approved Dec 20, 2022- and Batch #2 - Checks No. 21726-21728 and Batch #3 - Checks No. 21755-21780).
- d. 4<sup>th</sup> Quarter Building Permit Report (for information only)

**Motion by Betts, seconded by Spencer to approve the Consent Agenda. Ayes: Johnson, McCoy, Betts, Spencer, and Grotting. Nays: None. Absent: None. Abstain. None. MOTION DECLARED CARRIED. 5.0**

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

Hwy 55 Corridor

**7. REPORTS OF BOARDS AND COMMITTEES BY COUNCIL AND STAFF**

**Grotting attended the following meetings:**

- None

**Spencer attended the following meetings:**

- Special 1/6/2022 Council Meeting to approve checks

**McCoy attended the following meetings:**

- Fire Commission Meeting 1/9
- Rep. Robbins Fire Services Day at the Capital
- Medina Shared Services 1/4

**Betts attended the following meetings:**

- Fire Commission Meeting 1/9
- Hwy 12 Coalition Meeting Thursday

**Johnson attended the following meetings:**

- National League of Cities Energy and Environment Committee (virtual)
- Kermit Detrick's service (Delano)

- Regional Council Mayors meeting
- Maple Plain Fire Dept Meeting
- Chamber of Commerce Mtg
- NW League with new council members
- Hwy 12 Hearing
- Executive Committee Hwy 55 (virtual)
- Hwy 55 Corridor Coalition & MNDot officials (virtual) – a resolution coming

**Kaltsas attended the following meetings:**

- Parks coming up for youth organizations
- MetCouncil Comp Plan approval

**Simon attended the following meetings:**

- None

**8. West Hennepin Public Safety – Director Gary Kroells: Presentation of the December 2022 Activity Report.**

Through December 2022 WHPS has handled 4,579 incident complaints for the year. 169 were in Independence and 87 were in Maple Plain for December. We are a few 100 ICR's less than last year, but keep in mind that for 9 months, we were without 1 full-time officer and are still in that hiring process. We have a lack of applicants locally and statewide. Only 50 new officers coming into the market every semester with 750 officers short in the state of MN.

Highlighting a few cases- Personal Injury Crash off County Road 6 & Co Rd 19: The driver was backing out of his driveway with a large trailer into the lane with oncoming traffic. There were minor injuries, and the driver was cited for failure to drive with due care. Medical on Broadmoor Drive: The officer was able to help a resident who had trouble with their oxygen generator. He determined the improperly sealed humidifier was causing it to leak and resolved the issue. Arrest-Stolen Vehicle Recovered: After an initial traffic stop near Hwy 12 and Halgren Rd, it turned into an eastbound pursuit which ended near Hwy 394 to 101 South ramp with a neighboring agency's assistance who had deployed stop sticks. The driver was transported to the hospital for a blood draw for the DWI and the passenger was transported to the County Jail. Vehicle in the Ditch: 7300 block of Hwy 12. With the new Hwy 12 and old Hwy 92 going South toward Co Rd 6, St. Boni, Lyndale, apparently GPS hasn't caught up with the Hwy 12 corrections yet. Hwy 92 South doesn't go there anymore, and the new road is called Cardinal Way now. Drivers who follow their GPS to turn left end up in the ditch. Those who attended Hwy 12 Coalition Corridor Meeting heard we had 2 of these calls already. The officer found the driver of the vehicle had a suspended driver's license and was cited. A friend came to pick him up and a tow truck had already been called.

See the full report in the meeting's packet.

Johnson – How is the officer hiring process going?

Kroells- Background checks have been completed, and the Sergeants and I are reviewing them now. Then after our decision, we will move to Psychological and Physical Fitness exams, and by tomorrow we will know which direction we are going. The reality is that 100+ cities are looking for officers, and most are looking to hire multiple officers. WHPS is competing against 200-300 jobs available statewide, and that is not counting the 300 that Minneapolis needs or the 250 that our State Patrol need. Of the 700-800 jobs that we are short in MN, Minnesota colleges are only graduating 50 officers per semester.

Johnson – Thank you to your staff for all that they are doing and plus with weather conditions on top of that now, too.

9. Annual City Council Appointments.

a. **RESOLUTION 23-0117-01** - Annual Organizational Appointments.

Mayor Johnson opened the discussion for appointment assignments.

Grotting – I would like to shed responsibility of LMCC/Lake Minnetonka Cable Commission.

Meetings are Thursday evenings once a quarter. I nominate Spencer.

Spencer – Any issues going on there?

Grotting – Nothing that I am aware of. I am happy to exchange. The more we switch things up and get more experience in different areas.

Spencer – I will take on LMCC and can do Thursday nights. I just can't do things during the day.

Grotting – We are positioned to make significant progress that has nothing to do with LMCC.

Johnson – You have been a good cushion for the City. Can you be the alternate if Brad cannot go?

Grotting - Yes. I am happy to be engaged with the broadband in the City. We're closing in on some new services that are going to surpass anything that the LMCC has provided. We do get an allowance of 1 mile a year from LMCC, and Mark, you and I have discussed this broadband expansion but not that 1 mile allowance. There's no great burden with the position.

Spencer – Joe Baker is willing to continue, and we are grateful for his involvement as there's been a lot of change on that commission.

**Motion by McCoy, seconded by Spencer to approve RESOLUTION 23-0117-01 with the LMCC change mentioned. Ayes: Johnson, McCoy, Betts, Spencer, and Grotting. Nays: None. Absent: None. Abstain. None. MOTION DECLARED CARRIED. 5.0**

Johnson – Regarding the official newspaper: Crow River News is lead one, but somehow the Delano Herald is listed with so little subscribers. With half the City in the Delano School District, I thought more residents would be getting that Delano Herald paper rather than the Crow River News.

Spencer – Part of the Western part of the city has the Delano zip code, so we're missing about 10% of the western community that is not being counted which are largely in the Delano schools.

Simon – They were unable to break it down by Independence residents specifically only by the zip codes, and we have several zip codes in Independence.

Kaltsas – We switched to Crow River News for our primary for legal purposes. It's hard to manage 3 official newspapers with differing deadlines. With holidays, one pushes the deadline back and the other forward. It's easier to keep Crow River News as our official paper and we try to publish in all 3 and do our best but don't want to be caught in a technicality.

Spencer – Is there a way we can post legal notices in papers where it's more appropriate for the particular part of the community, the Planning Commission items, etc. for the Western portion for the Delano Herald?

Kaltsas – We do and did discuss that. The reality is that these numbers keep going down, and we do post everything on our website right away, too. We look at subscriber numbers. With Crow River and Laker Pioneer being the same publisher, those do get published the same. We're getting almost 2,000 residents with those.

- b. **RESOLUTION 23-0117-02** - Approval of Planning Commission Reappointment.
- Reappointment of Planning Commission Member Leith Dumas.

**Motion by Grotting, seconded by Spencer to reappoint Leith Dumas to the Planning Commission, RESOLUTION 23-0117-02. Ayes: Johnson, McCoy, Betts, Spencer, and Grotting. Nays: None. Absent: None. Abstain. None. MOTION DECLARED CARRIED. 5.0**

10. Annual Fee Schedule Adoption.

- a. **RESOLUTION 23-0117-03** - Considering the Annual Update to the City's Fee Schedule.

Minor suggestions –

Kaltsas- Annually we review the Fee Schedule for nexus of proportionality between the fees charged and services provided by the City. We look at what those are and go back year over year for true costs of providing them. The Quarterly Sewer Access Charge, we've done 2 different rate studies, and for many years the City carried and covered the rising costs of sewer without increasing rates. Our Auditors and Financial Consultants identified that we were going to run into a significant issue at some point and that the residents would eventually subsidizing the sewer users. With that we adopted a study in 2015, 2017, and 2020, and were able to hedge that a bit. Last year there was no rate increase, but this year we are recommending adopting a 3% increase- going from \$242 to \$250 Quarterly Sewer Access Charge. Secondly, a Planning & Escrow Fees increase. These rates have been increasing year over year, but we have not raised these fees in about 7 years. We're recognizing the cost for processing various applications has increased as well as having more complicated applications including required wetland processes, etc., and trying to be transparent with fees being charged in the cost of the process. Rather than outright increasing the fee, increasing the hard fee (non-refundable) and decreasing the escrow. instead of overall fee. Applicants would still write the same amount of check, but we're trying to tell them that it's likely they'll only receive \$500 back on a typical standard application rather than \$750 back. We did that with both of those. We seem ok with the total coverage, but we've been dipping more into escrow fee more and more in application, so we're recommending a modest change in that. There was really nothing else we saw in the Fee Schedule. Same fees for MetCouncil's SAC, City's SAC, and other general things like the Building Rental fees stayed the same. We are reviewing the Building Permit Fee Schedule separately that is not adopted and have been operating with a 1997 State Fee Schedule.

Planning fees are still \$2,500. What we do differently, we charge a standard fee upfront. A lot of other cities charge certain fees (\$500, \$750, \$1,000) and 100% of consulting time is billed separately. The problem is that you get to the end of the project, and you have no idea what it cost you through the process. You pay the upfront fee and end up getting a bill for \$2,500. We wrap City fees and base level consulting into project fee, so you know upfront the typical application cost. We've seen over the last 7 years that the prices have just gone up.

**Motion by Johnson, seconded by McCoy to approve RESOLUTION 23-0117-03. Ayes: Johnson, McCoy, Betts, Spencer, and Grotting. Nays: None. Absent: None. Abstain. None. MOTION DECLARED CARRIED. 5.0**

11. Hennepin County Broadband Grant Application: Consider Authorization to Apply for Hennepin County Grant to Use as a Contributing Source for the MN Border-to-Border Grant Application with Midco Broadband to Build Out City.

We were approached by MIDCO to possibly build out a large portion of the City. The MN Border to Border DEED program is a statewide grant that comes out in March. Midco asked if we were open to partnering on a project to build out broadband. One of Hennepin County's eligible broadband grants includes the use of it to offset the MN Border to Border Grant expenditures. We would fill out application by January 31, 2023, without risk or cost other than staff time, and no resolution is necessary. Midco is asking for \$250,000 for the Hennepin County side which would be the City's contribution to the roughly \$3 million buildout of new fiber to home broadband services if we were successful for both Hennepin County and the Border-to-Border grant. It would increase the number residents served by 434 which is the Western area of the City that we've been trying to get served. We'd talked to Mediacom for a long time but haven't come back to get more focus. I think it's a good application and want the Council's approval.

**Motion by Grotting, seconded by Betts to approve application for the Midco Broadband City Build Out Grant Application with Hennepin County. Ayes: Johnson, McCoy, Betts, Spencer, and Grotting. Nays: None. Absent: None. Abstain. None. MOTION DECLARED CARRIED. 5.0**

12. Open/Misc.

Johnson – This is for a resolution that was just handed out and mentioned earlier. The Department of Transportation wants to make sure they have support of the communities, organizations, and businesses. I'm asking the 4 cities (Loretto, Medina, and Corcoran) to send letters, and since it's a corner of Independence and many of our residents travel that road, we should do this. This is dealing with the Corridors of Commerce and there's money available for that too. We're hoping that with the legislation Rep. Robbins was talking about earlier tonight that we can get something done for the Hwy 55 to Co Rd 19 section.

**Motion by Johnson, seconded by Spencer to support Corridors of Commerce Funding Request to Resurface Highway 55 from CR 118 to CR 19 with 2-Lane to 4-Lane Expansion. Ayes: Johnson, McCoy, Betts, Spencer, and Grotting. Nays: None. Absent: None. Abstain. None. MOTION DECLARED CARRIED. 5.0**

13. Adjourn.

**Motion by Betts, second by Spencer to adjourn the meeting at 7:30 pm.**

Meeting adjourned.

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Respectfully Submitted,  
Linda Johnson / Recording Secretary

City of Independence  
2023 LBAE (Local Board of Appeals and Equalization) Meeting

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*To:* City Council  
*From:* Mark Kaltsas, City Administrator  
*Meeting Date:* February 9, 2023

***Discussion:***

Each year Council is required to approve the date and time for the LBAE Meeting following notification from Hennepin County. The City currently has four (4) Council Members that are fully trained and can hold the annual meeting.

***Council Recommendation:***

Hennepin County has recommended that the City hold its meeting on Tuesday, April 4<sup>th</sup> at 6:00 PM.

***Attachments:*** Hennepin County Notice of Date/Time



# HENNEPIN COUNTY

## MINNESOTA

To: City Clerk/City Administrator of Independence  
From: Laura Majewski  
Date: November 18, 2022  
Re: 2023 Local Board of Appeal and Equalization Meeting

Tuesday, April 4, 2023

6:00 PM

Date

Time

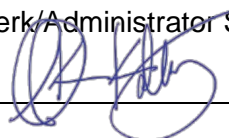
Minnesota Statute 274.01, Subdivision 1, requires that the County Assessor set the date and time for your local board of appeal and equalization meeting. We are proposing the date and time referenced above.

Please confirm the above date and time or if you wish to change the date, send me an alternative by January 11, 2023. We will try to accommodate the new date, but our staffing needs may not allow it. Also, **please print or type** the name of the local board of appeal and equalization board members and check the box for the desired meeting format. If you have any questions, please contact me at [Laura.Majewski@hennepin.us](mailto:Laura.Majewski@hennepin.us).

Please return this form to [AO.Programs@hennepin.us](mailto:AO.Programs@hennepin.us).

### CONFIRMATION

City:	_____	Board Member:	_____
Date:	_____	Board Member:	_____
Time:	_____	Board Member:	_____
Location:	_____	Board Member:	Steve Grotting
	_____	Board Member:	_____
		Board Member:	_____
Meeting Format:	In Person	Board Member:	_____
	Hybrid		
	Remote	City Clerk/Administrator Signature	



## City of Independence

### Consideration for Final Plat of a Proposed 33 Lot Cluster Development to be Known as KOCH FARM SANCTUARY on the Subject Properties Generally Located at 5865 Koch's Crossing

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*To:* City Council  
*From:* Mark Kaltsas, City Planner  
*Meeting Date:* February 9, 2023  
*Applicant:* Tom Koch  
*Owner:* William P Koch Et Al Trustees  
*Location:* 5865 Koch's Crossing

***Request:***

Tom Koch (Applicant/Owner) is requesting that the City consider the following review/discussion for the property generally located at 5865 Koch's Crossing (PID No's. 11-118-24-12-0004, 11-118-24-13-0003, 11-118-24-31-0005, 11-118-24-13-0002, 11-118-24-42-0001, 11-118-24-42-0002) in Independence, MN:

- a. Final Plat to allow a 33-lot subdivision to be known as KOCH FARM SANCTUARY.

***Property/Site Information:***

The overall property is comprised of six (6) individual properties located on the north and south sides of Koch's Crossing between County Road 90 and Independence Road. The property also touches Brei Kessel Road on the south. There is an existing home and a series of detached accessory buildings located across several of the properties. The properties are comprised primarily of agriculture land, woodlands and a pond/wetlands.

**Property Information: 5865 Koch's Crossing**

*Zoning: Agriculture*

*Comprehensive Plan: Rural Residential*

*Acreage: ~141 acres*



***Discussion:***

The City approved the rezoning, conditional use permit, variance and preliminary plat for the proposed development in 2022. The applicant has now submitted an application for final plat of the property for a 33-unit subdivision developed across the 6 subject properties. The City reviews the final plat to ensure consistency with the approved preliminary plat. There were several items that were noted during the review of the preliminary plat which have been

addressed and revised by the applicant. The City provided guidance and feedback during the preliminary plat review process and has now completed a comprehensive and detailed review of the proposed final plat and associated construction drawings.

#### Proposed Cluster Subdivision

The applicant has prepared the final plat based on the cluster development standards. The applicant is proposing to meet all applicable cluster subdivision standards. The cluster subdivision standards are as follows:

Subd. 4. *Cluster development conditional use permit.* Cluster development is a conditional use in the Rural Residential District, subject to the provisions of subsections 520.09, 520.11 and 520.13 of this Code.

- (a) *Purpose.* The purpose of the cluster development conditional use permit is to promote the creative and efficient use of land. The provisions of this subdivision are intended to:
  - (1) Protect natural features in common open space.
  - (2) Improve the arrangement of structures, facilities and amenities on a site.
  - (3) Preserve the rural character of the community.
- (b) *Criteria.* A cluster development is a residential development in which a number of single-family dwelling units are grouped on smaller lots than in conventional developments, while the remainder of the tract is preserved as open space. If the following standards are complied with, density of one unit per four acres is permitted.
  - (1) The development parcel must be 40 or more acres in size;
  - (2) A minimum of 50% of the gross acreage of the subject property, excluding right of way dedicated for State, County and Existing City Roads, must be preserved as open space, recreational space or agricultural use;
  - (3) A minimum of 50% of the preserved open space, recreational space or agricultural use land must be useable. Wetlands, streams, lakes, ponds and lands within the 100 year flood plain elevation are not considered to be useable for the purpose of this subsection;
  - (4) Woodland, wetlands and topography must be preserved in a natural state, with modification allowed when no reasonable alternative exists; or, if the site lacks unique features such as woodlands and wetlands, the site must be designed and constructed in such a manner that residential building sites are integrated into a created natural environment including reforestation, wetlands enhancement, and vegetative screening of structures;
  - (5) The preliminary plat must show a primary and secondary individual sewage treatment site for each dwelling unit and must be supported with soil test reports indicating the adequacy of each proposed location; provided, that shared treatment systems within a development may be acceptable if the plat identifies two or more suitable sites for the shared system and the city council approves the proposal;
  - (6) Lots within the development must have a minimum lot size of 1.5 contiguous buildable acres. Buildable acreage must not be separated by streams, wetlands, or other physical impediments;
  - (7) Lots within the development must have a minimum of 150 feet of frontage on an improved public road or street, except lots fronting on the terminus of a cul-de-sac shall have no less than 50 feet of frontage.



- (8) Open space must be designated in the development as one or more outlots and must be owned either by a homeowners' association consisting of the owners of all of the residential lots in the development or by the owners of the residential lots, as tenants in common;
- (9) The developer must record against the development a declaration of covenants that places responsibility for management of the open space in a homeowners association and provides for the assessment of management costs to the association members and memorialized in an agreement with the City;
- (10) All utilities must be placed underground;
- (11) All residential streets within the cluster development must be paved with a bituminous surface according to the city street standards in effect at the time of the development;
- (12) A development agreement must be entered into with the city.

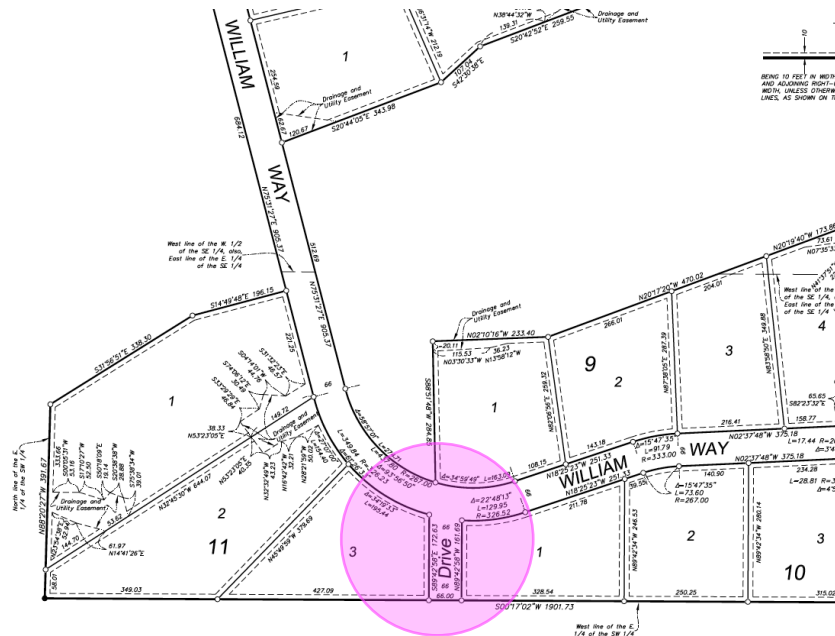
#### Lots Permitted Based on Cluster Subdivision

Total Area: 141.35 acres  
138.75 net acres (subtracting CSAH 90 right of way)  
138.75 x 50%: 69.40 acres of open space required  
**69.40 acres of open space provided**  
50% of 69.40 acres: 34.70 acres of useable open space required  
**40.60 acres of useable open space provided**  
**33 Lots Proposed**

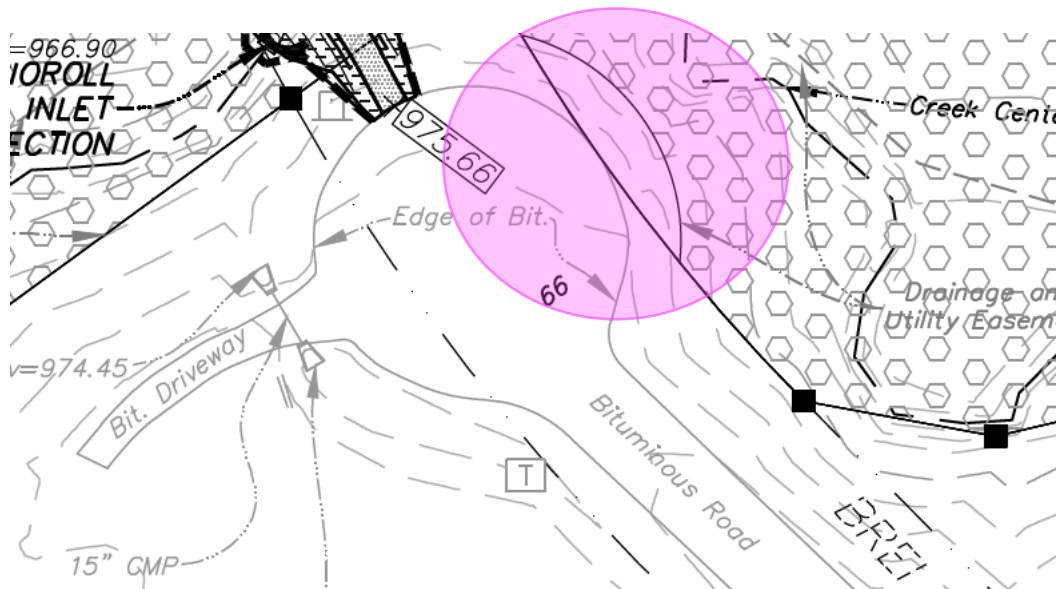
Based on the cluster development standards, the applicant is proposing to develop the property in accordance with applicable provisions with several noted exceptions and or issues.

The City has completed a detailed review of the proposed subdivision as follows:

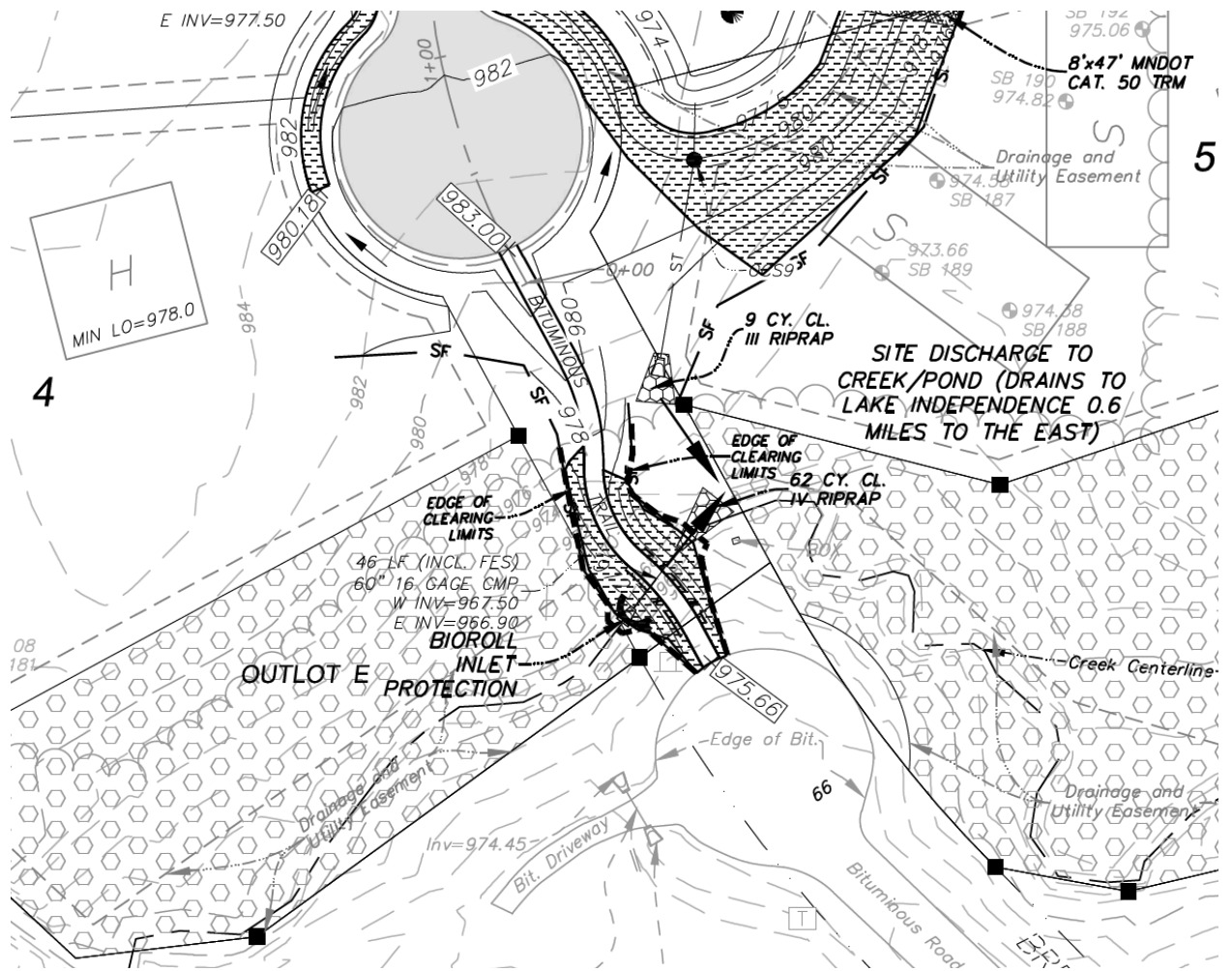
1. The proposed plan proposes to realign Koch's Crossing at the point of intersection with CSAH 90. The realignment of Koch's Crossing likely aids the sight lines at the CSAH 90/Koch's Crossing intersection. Hennepin County has approved the relocation of Koch's Crossing and associated turn lane plans. The County is requiring a northbound turn lane from CSAH 90 to Koch's Crossing. This turn lane combined with the relocated intersection should help to mitigate traffic impacts associated with the proposed development.
2. Koch's Crossing will be fully upgraded to the City's improved street standards and will tie into the eastern half that was recently upgraded as a part of the Serenity Hills subdivision.
3. The City had asked the developer to provide for a future right of way connection to the west to accommodate a future road connection. The proposed final plat accommodates a future right of way that would allow a street connection to the west between Lot 1, Block 10 and Lot 3, Block 11. The applicant is not proposing to construct a stub street at this time.



4. The City requested that the applicant provide additional right of way around the perimeter bulb of the existing Brei Kessel cul-de-sac. The additional right of way would allow the bulb to be constructed to the City's standard at some point in the future. The applicant is dedicating an easement that will allow the expansion.



5. The City requested that the applicant provide a paved trail connection between the cul-de-sac bulb on Brei Kessel and the cul-de-sac bulb proposed on William Way. The applicant is proposing to construct a new bituminous trail connection between the existing and proposed developments.



6. The City noted the existence of an existing RIM (reinvest in Minnesota) easement. The applicant has removed the existing RIM easement from the private lots as recommended.
7. The applicant has provided information verifying each lot can accommodate a primary and secondary septic site.
8. The applicant shows all applicable building setbacks on each proposed lot along with a proposed house pad. Applicable setbacks are as follows:
  - Front Yard Setback: 85' from centerline of road
  - Corner Yard Setback: 52' from property line
  - Side Yard Setback: 30' from property line
  - Rear Yard Setback: 40' from property line
  - Wetland Setback: 10' from edge of wetland buffer

9. The applicant is proposing to preserve existing trees located within the proposed open space/Outlots.
10. The City requires that the applicant provide a planting and maintenance plan for the Outlot areas to be maintained by the HOA. The applicant has provided the City with a disturbed upland buffer planting and maintenance plan.
11. The applicant is proposing to place a conservation easement over and across Outlot D. This will provide an additional layer of protection and preservation of the pond and woodlands.
12. The proposed final plat is not proposed to be phased and all public improvements will be constructed at the same time. Developing the public improvements at one time should help mitigate the impacts of construction on the surrounding properties.
13. The existing portion of Koch's Crossing that is proposed to be eliminated will be formally vacated at the same time as Council consideration of the final plat. The applicant has filed a petition to the City seeking vacation of a portion of Koch's Crossing. Vacation of the portion of Koch's Crossing will be subject to the dedication and construction of the new right of way and associated street.
14. The City's water resource engineers have completed a detailed review of the proposed plans noted in the review letter dated January 3, 2023, by Hakanson Anderson. The applicant will be required to revise the plans in accordance with all applicable comments.
15. Applicant will be required to secure all applicable approvals from Pioneer Sarah Creek Watershed.
16. It is noted that a Wetland Replacement plan will be required for the wetland impacts that are proposed. The Applicant shall submit a Wetland Replacement Plan for review and approval.
17. The City's engineering consultant has reviewed the plans and prepared a detailed review of the final plat as noted in the letter dated January 3, 2023, by Bolton & Menk. The applicant will be required to make all applicable revisions to the plans based on the comments provided.
18. The proposed subdivision is subject to the City's Park dedication requirements. The City is not requesting any public park land within the development. It is anticipated that the proposed useable open space would be fully accessible to the development and there appears to be good connectivity to all of the proposed Outlots. The standard park dedication requirement of \$3,500 per lot will be applicable to all newly developed lots. The City has agreed to credit the development for the six (6) existing parcels (this would reduce the total from 33 to 27 lots). The total park dedication for this property will be **\$94,500.00** (27 lots x \$3,500 per lot).



***Planning Commission Discussion and Recommendation:***

Commissioners reviewed the request and asked questions of staff and the applicant. Commissioners noted that the additional easement to make Brie Kessel a standard size cul-de-sac is addressed but asked why a full cul-de-sac is not a part of this agreement. It was noted that the City would have to initiate reconstruction of the cul-de-sac. Commissioners asked if there were any public safety issues related to the proposed width of the trail connecting the two cul-de-sacs. Staff noted that the trail would be 8.5 feet and accommodate bicycles and pedestrian traffic only. Commissioners asked if the trail would be maintained in the winter, and it was noted that the trail would likely be considered for winter maintenance depending on usage. Commissioners noted the stub to the west and asked how this would not become a second Brie Kessel. Staff noted the comment and stated that preservation of the right of way for a future connection was in keeping with the City's policy and it would be a Council decision at some point in the future. Commissioners found that the proposed final plat was consistent with the preliminary plat and that the conditions required at preliminary plat had been satisfied by the applicant. Commissioners recommended approval of the final plat with the findings and conditions contained herein.

***Recommendation:***

The Planning Commission recommended approval of the Final Plat with the findings and conditions stated below. The City Council is also being asked to approve the development agreement which further details all aspects of the final plat approval.

1. The proposed Final Plat 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 Final Plat will be subject to the following:
  - a. The Applicant shall make all revisions required and as noted within this report, by the Planning Commission and City Council.
  - b. The Applicant shall address all comments and applicable requirements pertaining to the water resources and engineering as outlined in the associated review letters from Hakanson Anderson Associates and Bolton & Menk, Inc.
  - c. The Applicant shall make all recommended and required revisions and receive final approval for all proposed and regulated improvements from Hennepin County.
  - d. The Applicant shall comply with all applicable regulations and conditions prescribed by Pioneer Sarah Creek Watershed Management Commission.
  - e. The Applicant shall enter into a development agreement with the City for this development.
  - f. The Applicant shall provide a letter of credit as established by the development agreement for all public improvements associated with this development.

- g. The Applicant shall provide the City with copies of the HOA agreement and covenants, including information related to the maintenance of the common driveway.
  - h. The Applicant shall obtain all necessary City, County, PCA and other regulatory agency approval and permits prior to construction.
  - i. The Applicant shall pay the park dedication fees in accordance with the terms defined in the Development Agreement. The Applicant shall consent to the establishment of the storm sewer improvement tax district.
  - j. The Applicant shall enter into a storm water maintenance agreement pertaining to the required storm water ponds to be located on the property.
  - k. The Applicant shall submit a Wetland Replacement Plan for review and approval
  - l. The Applicant shall provide prospective buyers with the Letter of Information Pertaining to the subdivision as prepared by the City.
  - m. Koch's Crossing will need to be vacated by the City. Vacation of the right of way will need to correspond with the establishment and construction of the new right of way and road.
- 3. The Applicant shall pay for all costs associated with the City's review of the final plat and preparation of the Development Agreement.
  - 4. If the final plat is approved by the city council, the subdivider shall record it with the county recorder within 90 days after the date of approval; otherwise, the approval of the final plat shall be considered void.

***Attachments:***

- 1. **RESOLUTION No. 23-0209-02**
- 2. **Development Agreement**
- 3. Application
- 4. Final Plat
- 5. Construction Plans
- 6. Vacation Exhibits
- 7. Buffer Planting and Maintenance Plan
- 8. Detailed Engineering Review Letters



RESOLUTION OF THE  
CITY OF INDEPENDENCE  
HENNEPIN COUNTY, MINNESOTA

**RESOLUTION NO. 23-0209-01**

**A RESOLUTION GRANTING APPROVAL OF FINAL PLAT AND DEVELOPMENT  
AGREEMENT TO ALLOW A 33-LOT CLUSTER DEVELOPMENT  
TO BE KNOWN AS KOCH FARM SANCTUARY**

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

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

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

WHEREAS, Tom Koch (the “Applicant”) and William P Koch Et Al Trustees (the “Owner”) has submitted a request for a Final Plat to allow a 33-lot cluster development of the property identified by (PID No.s 11-118-24-12-0004, 11-118-24-13-0003, 11-118-24-31-0005, 11-118-24-13-0002, 11-118-24-42-0001, 11-118-24-42-0002) (the “Property”); and

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

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

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

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

WHEREAS the Planning Commission reviewed the Final Plat on January 17, 2023, to review the application for Final Plat, 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 Tom Koch for Final Plat and Development Agreement to allow the proposed subdivision of the property per the City's subdivision regulations with the following conditions:

1. The proposed Final Plat 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 Final Plat will be subject to the following:
  - a. The Applicant shall make all revisions required and as noted within this report, by the Planning Commission and City Council.
  - b. The Applicant shall address all comments and applicable requirements pertaining to the water resources and engineering as outlined in the associated review letters from Hakanson Anderson Associates and Bolton & Menk, Inc.
  - c. The Applicant shall make all recommended and required revisions and receive final approval for all proposed and regulated improvements from Hennepin County.
  - d. The Applicant shall comply with all applicable regulations and conditions prescribed by Pioneer Sarah Creek Watershed Management Commission.
  - e. The Applicant shall enter into a development agreement with the City for this development.
  - f. The Applicant shall provide a letter of credit as established by the development agreement for all public improvements associated with this development.
  - g. The Applicant shall provide the City with copies of the HOA agreement and covenants, including information related to the maintenance of the common driveway.
  - h. The Applicant shall obtain all necessary City, County, PCA and other regulatory agency approval and permits prior to construction.
  - i. The Applicant shall convey all requisite drainage and utility easements and conservation easements as depicted on the final plat and associated easement exhibits.
  - j. The Applicant shall pay the park dedication fees in accordance with the terms defined in the Development Agreement.
  - k. The Applicant shall enter into a storm water maintenance agreement pertaining to the required storm water ponds to be located on the property.
  - l. The Applicant shall submit a Wetland Replacement Plan for review and approval

- m. The Applicant shall provide prospective buyers with the Letter of Information Pertaining to the subdivision as prepared by the City.
  - n. Koch's Crossing shall be vacated by the City. Vacation of the right of way will need to correspond with the establishment and construction of the new right of way and road.
- 3. The Applicant shall pay for all costs associated with the City's review of the final plat and preparation of the Development Agreement.
  - 4. If the final plat is approved by the city council, the subdivider shall record it with the county recorder within 90 days after the date of approval; otherwise, the approval of the final plat shall be considered void.

This resolution was adopted by the City Council of the City of Independence on this day 9<sup>th</sup> of February 2023, by a vote of \_\_\_\_ ayes and \_\_\_\_ nays.

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

ATTEST:

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

**EXHIBIT A**  
*(Legal Description)*

*The South 20 rods of the Northwest Quarter of the Northeast Quarter of Section 11, Township 118, Range 24, Hennepin County, Minnesota.*

*AND*

*That part of the Southwest Quarter of the Northeast Quarter of Section 11, Township 118, Range 24, described as follows:*

*Commencing at the Northwest corner of the Southwest Quarter of the Northeast Quarter; thence South 61.5 rods; thence East 43 rods; thence North 46.5 rods; thence East 37 rods; thence North 15 rods; thence West to the point of beginning.*

*AND*

*That part of the Southwest Quarter of the Northeast Quarter of Section 11, Township 118, Range 24, described as follows:*

*Commencing at the Southwest corner of the Southwest Quarter of the Northeast Quarter; thence North 18.5 rods; thence East 43 rods; thence North 46.5 rods; thence East 37 rods; thence South 65 rods; thence West to the point of beginning.*

*AND*

*The North 165.00 feet of the East 264.00 feet of the West 561.00 feet of the Northwest Quarter of the Southeast Quarter of Section 11, Township 118, Range 24, Hennepin County, Minnesota.*

*AND*

*That part of the West Half of the Southeast Quarter of Section 11, Township 118, Range 24, Hennepin County, Minnesota, lying Northerly of the plat of BREI KESSEL, Hennepin County, Minnesota, according to the recorded plat thereof.*

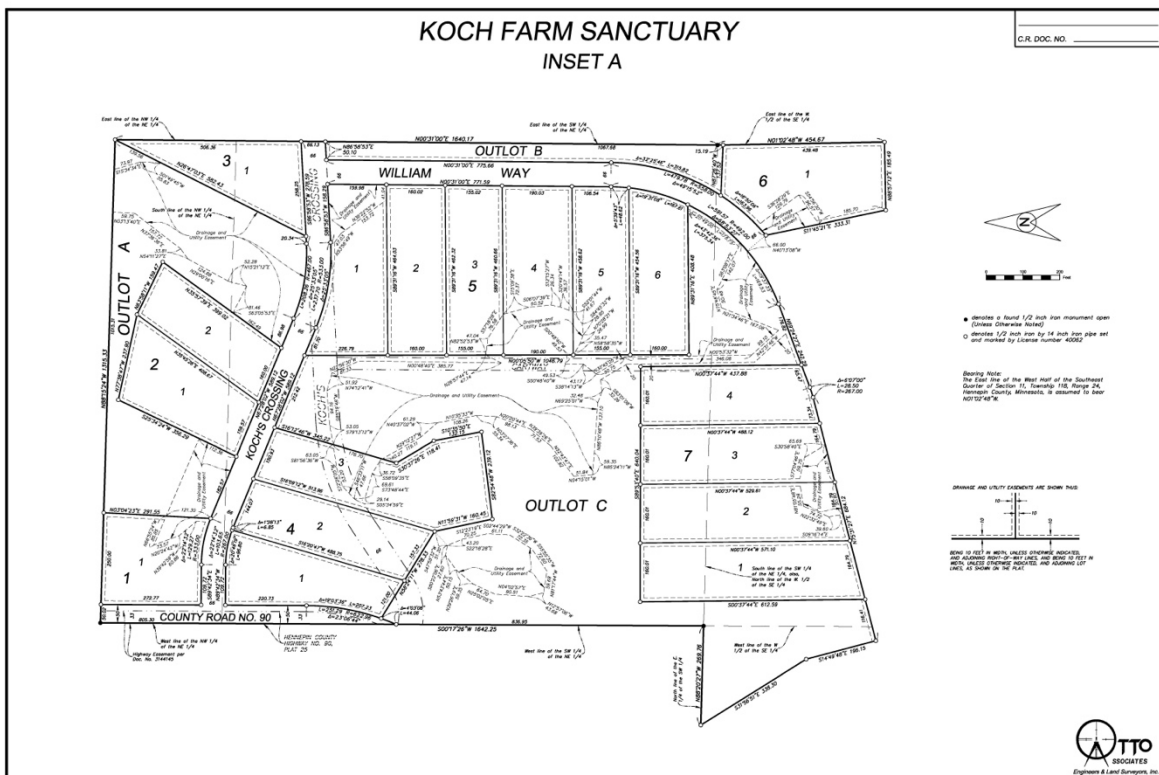
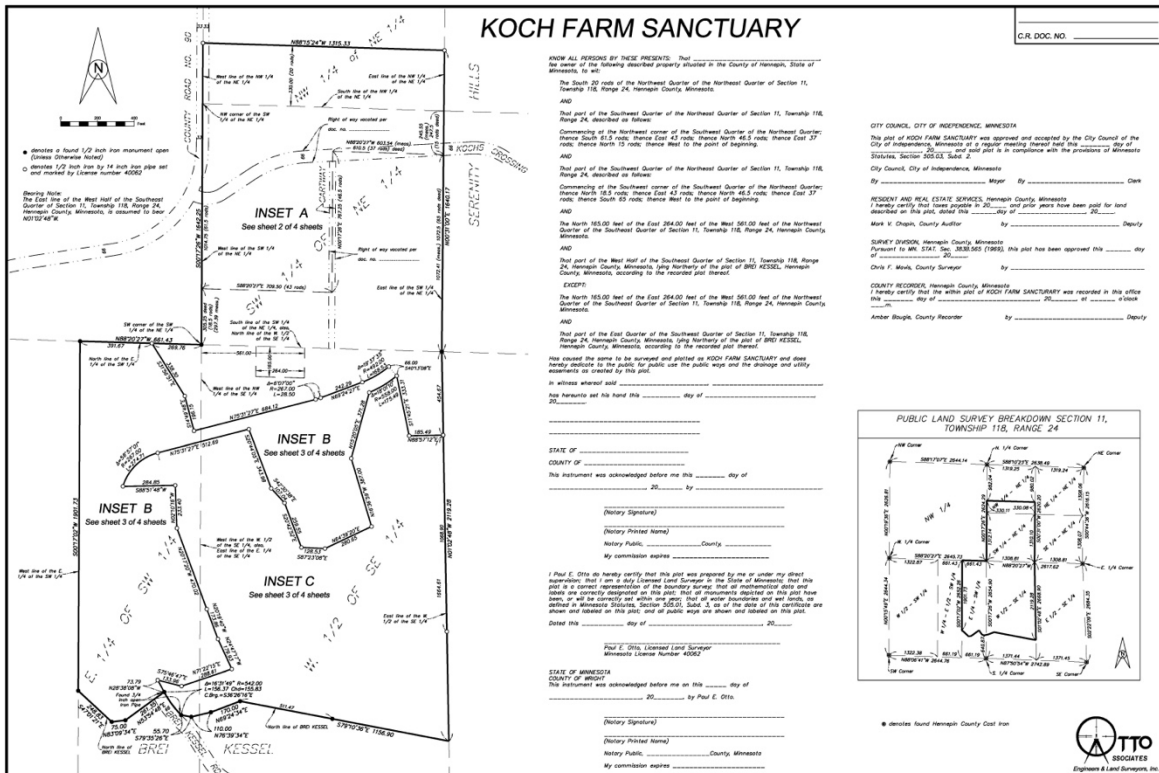
*EXCEPT:*

*The North 165.00 feet of the East 264.00 feet of the West 561.00 feet of the Northwest Quarter of the Southeast Quarter of Section 11, Township 118, Range 24, Hennepin County, Minnesota.*

*AND*

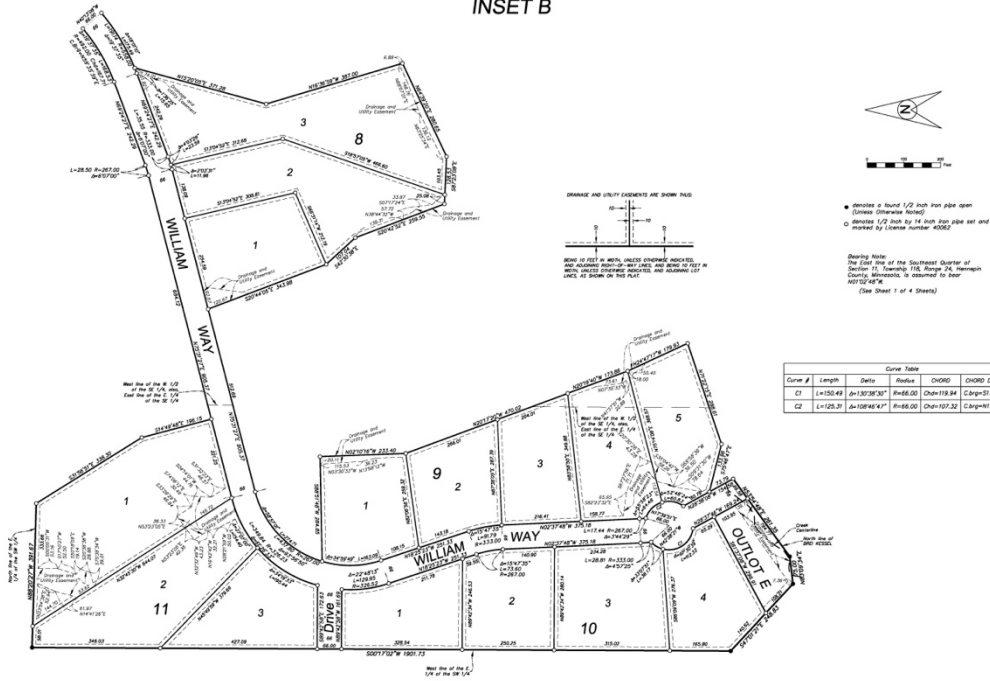
*That part of the East Quarter of the Southwest Quarter of Section 11, Township 118, Range 24, Hennepin County, Minnesota, lying Northerly of the plat of BREI KESSEL, Hennepin County, Minnesota, according to the recorded plat thereof.*

**EXHIBIT B**  
*(Final Plat)*



# KOCH FARM SANCTUARY INSET B

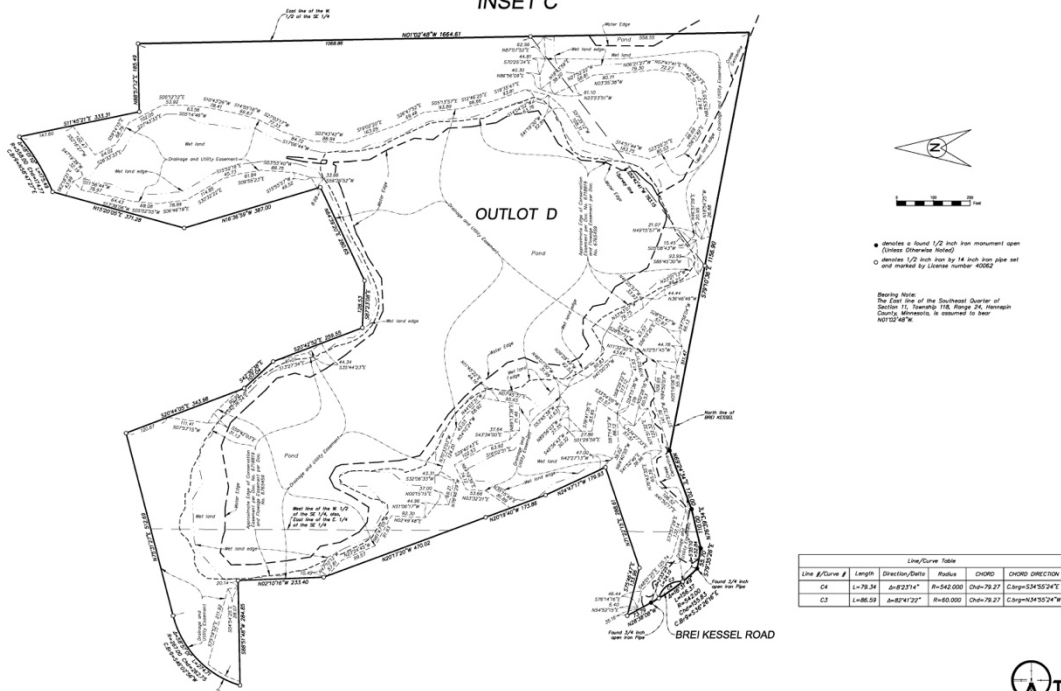
C.R. DOC. NO.



Sheet 3 of 4 Sheets

# KOCH FARM SANCTUARY INSET C

C.R. DOC. NO.



Sheet 4 of 4 Sheets



**DEVELOPMENT AGREEMENT  
FOR  
KOCH FARM SANCTUARY**

This Development Agreement (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the city of Independence, a municipal corporation under the laws of Minnesota (the “City”), and Timothy O. Koch Revocable Living Trust dated October 24, 2013, and Thomas W. Koch Trust dated May 24, 2021 (together, the “Developer”).

WITNESSETH:

WHEREAS, the City Council approved the final plat of Koch Farm Sanctuary (the “Subdivision”) by Resolution \_\_\_\_\_ adopted on \_\_\_\_\_, 2023 (“City Approvals”), and;

WHEREAS, the Developer is the fee owner of the land platted as Koch Farm Sanctuary as legally described on Exhibit A attached hereto (the “Property”), and;

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

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

1. Right to Proceed. This Agreement is intended to regulate the development of the Property and the construction therein of certain public and private improvements. The Developer may not construct public or private improvements or any buildings within the Subdivision until all the following conditions precedent have been satisfied:

- a) the final plat has been filed with Hennepin County;
- b) this Agreement has been executed by the Developer and the City and filed with Hennepin County;
- c) the required Letter of Credit and escrow amount (as hereinafter defined) have been received by the City from the Developer;
- d) final engineering and construction plans in digital form have been submitted by the Developer and approved by the city engineer;
- e) the Developer has paid the City for all legal, engineering and administrative expenses incurred by the City regarding the City Approvals;
- f) the Developer has responded to all comments from \_\_\_\_\_ (city

engineer, county, etc?) and such responses have been approved in writing by the city administrator;

- g) the Developer has obtained written approval from the Pioneer Lake Sarah Watershed Management Organization and provided evidence of such approval to the City;
- h) the Developer has paid the park dedication fee as per paragraph 8 herein, and;
- i) the Developer's agent has attended a preconstruction meeting with the City engineer and staff.

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

2. Plans; Improvements. a) The Developer agrees to develop the Property in accordance with the City Approvals, and to construct all improvements in accordance with the approved engineering and construction plans (collectively, the "Plans"). All terms and conditions of the City Approvals are hereby incorporated by reference into this Agreement. The Plans may not be modified by the Developer without the prior written approval of the City.

b) In developing the Subdivision in accordance with the Plans, the Developer shall make or install at its sole expense the following public and private improvements (collectively, the "Subdivision Improvements"):

- 1. Street and road improvements;
- 2. Storm sewer facilities, and;
- 3. Stormwater pond facilities and associated grading.

c) All work performed by or on behalf of the Developer related to construction of the Subdivision Improvements shall be restricted to the hours of 7:00 a.m. through 6:00 p.m., Monday through Friday, and 8:00 a.m. through 4:00 p.m. on Saturday. Construction on homes shall be restricted to the hours of 7:00 a.m. through 6:00 p.m., Monday through Friday and 8:00 a.m. through 4:00 p.m. on Saturday and Sunday.

3. Erosion Control. a) All construction regarding the Subdivision Improvements shall be conducted in a manner designed to control erosion and in compliance with all City ordinances and other requirements, including the City's permit with the Minnesota Pollution Control Agency regarding municipal separate storm sewer system program dated June 30, 2014. Before any portion of the Subdivision is rough graded, an erosion control plan shall be implemented by the Developer as approved by the City. The City may impose reasonable, additional erosion control requirements after the City's initial approval, if the City deems such necessary due to a change in conditions. All areas disturbed by the excavation shall be reseeded promptly after the completion of the work in that area unless construction of streets or utilities, buildings or other improvements is anticipated immediately thereafter. Except as otherwise provided in the erosion control plan, seed shall provide a temporary ground cover as rapidly as

possible. All seeded areas shall be mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion.

b) If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems reasonably appropriate to control erosion based on the urgency of the situation. The City agrees to provide reasonable notice to the Developer in advance of any proposed action, including notice by telephone or email in the case of emergencies, but limited notice by the City when conditions so dictate will not affect the Developer's obligations or the City's rights hereunder.

c) The Developer agrees to reimburse the City for all expenses it incurs in connection with any action it takes to control erosion. No grading or construction of the Subdivision Improvements will be allowed and no building permits will be issued within the Subdivision unless the Developer is in full compliance with the erosion control requirements. The erosion control measures specified in the Plans or otherwise required within the Subdivision shall be binding on the Developer and its successors and assigns.

4. Site Grading; Haul Routes. a) In order to construct the Subdivision Improvements and otherwise prepare the Property for development, it will be necessary for the Developer to grade the Property. All grading must be done in compliance with this Agreement, the Plans and with all requirements of the Minnesota Pollution Control Agency regarding contaminated soils. The City may withhold issuance of a building permit for the Subdivision until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City. Within 30 days after completion of the grading, the Developer shall provide the City with an "as constructed" grading plan and a certification by a registered land surveyor or engineer.

b) The Developer agrees that any fill material which must be brought to or removed from the Subdivision while grading the site or during construction of the Subdivision Improvements or any buildings located within the Subdivision will be transported using the haul routes established by the City.

5. Construction of Subdivision Improvements. a) All Subdivision Improvements shall be installed in accordance with the Plans, the City Approvals, the City's subdivision regulations, the City's engineering standards and the requirements of the City engineer. The Developer shall submit plans and specifications for the Subdivision Improvements. The Developer shall obtain any necessary permits from any other agency having jurisdiction before proceeding with construction. The City shall inspect the Subdivision Improvements at the Developer's expense. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. Within 45 days after the completion of the Subdivision Improvements, the Developer shall supply the City with a complete set of reproducible "as constructed" plans and three complete sets of paper "as constructed" plans, each prepared in accordance with City standards and also electronic versions of said plans in AutoCAD and shapefile formats based on Hennepin County coordinates. Iron monuments must be installed in accordance with state law. The Developer's surveyor shall submit a written notice to the City certifying that the monuments have been installed. All Subdivision Improvements

required by this Agreement shall be completed by no later than December 31, 2024, except as specifically noted otherwise in this Agreement.

b) The Developer agrees to require its contractor to provide to the City a warranty bond against defects in labor and materials for all elements of the Subdivision Improvements for a period of two years from the date of their acceptance by the City. During such period, the Developer agrees to repair or replace any Subdivision Improvement, or any portion or element thereof, which shows signs of failure, normal wear and tear excepted. A decision regarding whether a Subdivision Improvement shows signs of failure shall be made by the City in the exercise of its reasonable judgment. If the Developer fails to repair or replace a defective Subdivision Improvement during the warranty period, the City may repair or replace the defective portion and may use the Letter of Credit (as hereinafter defined) to reimburse itself for such costs. The Developer agrees to reimburse the City fully for the cost of all Subdivision Improvement repair or replacement if the cost thereof exceeds the remaining amount of the Letter of Credit. Such reimbursement must be made within 45 days of the date upon which the City notifies the Developer of the cost due under this paragraph. The Developer hereby agrees to permit the City to specially assess any unreimbursed costs against any lots in the Subdivision which have not been sold to home buyers if the Developer fails to make required payments to the City. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the lots within the Subdivision of the repair or replacement of the Subdivision Improvements and hereby consents to such assessment and waives the right to a hearing or notice of hearing or any appeal thereon under Minnesota Statutes, Chapter 429.

c) If building permits are issued prior to the completion and acceptance of all Subdivision Improvements serving any lot, the Developer assumes all liability and costs resulting in delays in completion of the Subdivision Improvements and damage to the Subdivision Improvements caused by the City, the Developer, its contractors, subcontractors, materialmen, employees, agents, or third parties.

6. Stormwater Pond Improvements. a) The Developer agrees to complete all elements of the on-site stormwater facilities, including but not limited to ponds, infiltration basins and accompanying structures, in accordance with the Plans and in compliance with all City requirements regarding such improvements. The stormwater facilities serving the Subdivision will remain private and will be maintained by the Developer, or successor owners, at its sole expense. The City does not intend to accept the stormwater facilities as public and does not intend to maintain them. In order to meet the requirements of the Pioneer Sarah Creek Watershed Management Organization, the Developer agrees to enter into a Stormwater Pond Maintenance Agreement with the City in the form attached hereto as Exhibit C. The purpose of the Stormwater Pond Maintenance Agreement is to ensure that the Developer and ultimately the homeowners association maintain the stormwater facilities within the Subdivision and to give the City the right but not the obligation to do so if the Developer fails in its obligations. The Stormwater Pond Maintenance Agreement will be recorded against the Property and will run with the land. The Developer acknowledges that i) the on-site storm water improvements will not be accepted by the City; ii) the City does not plan to maintain or pay for maintenance, repair or replacement of the storm sewer improvements and that the Developer and ultimately the lot owners will have primary responsibility for such work; iii) the City has the right but not the obligation to perform

necessary work upon the failure or refusal by the Developer or the lot owners to do so; and iv) if the City performs any work on the storm water improvements, the City intends to recover its costs through one of the means available to it, including the right to specially assess the cost of such work against all of the lots within the Subdivision.

b) The Developer agrees to inform purchasers of lots within the Subdivision that i) the City does not plan to maintain or pay for maintenance, repair or replacement of the storm water improvements and that the lot owners will have primarily responsibility for such work; ii) the City has the right but not the obligation to perform necessary work upon the failure or refusal by the lot owners to do so; and iii) if the City performs any work on the storm water improvements, the City intends to recover the cost of such work against the lots within the Subdivision through one of the means available to it, including the right to specially assess the cost of the work against all the lots within the Subdivision.

7. Improvement Security. a) In order to ensure completion of the Subdivision Improvements required under this Agreement and satisfaction of all fees due to the City, the Developer agrees to deliver to the City prior to beginning any construction or work within the Subdivision a letter of credit (the "Letter of Credit") in the amount of \$\_\_\_\_\_.00, which represents 150 percent of the estimated cost of the Subdivision Improvements as specified in the Plans. This amount represents the maximum risk exposure for the City, based on the anticipated sequence of construction and the estimate of cost of each element of the Subdivision Improvements, rather than the aggregate cost of all required Subdivision Improvements. The Letter of Credit shall be delivered to the City prior to beginning any work on the Subdivision Improvements and shall renew automatically thereafter until released by the City. The estimated cost of the work covered by the Letter of Credit is itemized on Exhibit B attached hereto. The Letter of Credit shall be issued by a bank determined by the City to be solvent and creditworthy and shall be in a form acceptable to the City. The Letter of Credit shall allow the City to draw upon the instrument, in whole or part, in order to complete construction of any or all of the Subdivision Improvements and other specified work within the Subdivision and to pay any fees or costs due to the City by the Developer.

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

c) It is the intention of the parties that the City at all times have available to it an Letter of Credit in an amount adequate to ensure completion of all elements of the Subdivision Improvements and other obligations of the Developer under this Agreement, including fees or

costs due to the City by the Developer. To that end and notwithstanding anything herein to the contrary, all requests by the Developer for a reduction or release of the Letter of Credit shall be evaluated by the City in light of that principle.

8. Park Dedication Requirements. The Developer shall pay a cash-in-lieu park dedication fee of Ninety-four Thousand, Five Hundred and 00/100 Dollars (\$94,500.00) for the Subdivision.

9. [Intentionally Omitted].

10. Responsibility for Costs; Deposit for Construction Inspection. a) The Developer agrees to pay to the City an administrative fee in the amount necessary to reimburse the City for its reasonable costs and expenses in reviewing the final plat and the drafting and negotiation of this Agreement. The Developer agrees to reimburse the City in full for such reasonable costs within 45 days after notice in writing by the City. The Developer agrees to reimburse the City for the reasonable cost incurred in the enforcement of any provision of this Agreement, including reasonable engineering and attorneys' fees.

b) The Developer shall also pay a fee for City construction observation and administration relating to construction of the Subdivision Improvements. Construction observation shall include inspection of all the Subdivision Improvements. In order to reimburse the City for the administrative fee and the reasonable cost of inspection of the Subdivision Improvements, the Developer shall deposit an additional \$10,000.00 with the City, which shall receive and hold such funds solely under the terms of this Agreement. The City shall reimburse itself for expenses from the deposit and will provide the Developer with a copy of any invoice from the City engineer or evidence of other cost or expense prior to deducting such funds from the deposit. If any funds held exceed the amount necessary to reimburse the City for its costs under this paragraph, such funds shall be returned to Developer without interest. If it appears that the actual costs incurred will exceed the estimate, Developer and City shall review the costs required to complete the project and the Developer shall deposit additional sums with the City.

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

12. Insurance. The Developer agrees to take out and maintain or cause to be taken

out and maintained until six months after the City has accepted the Subdivision Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall not be less than \$500,000 when the claim is one for death by wrongful act or omission or for any other claim and \$1,500,000 for any number of claims arising out of a single occurrence. The City shall be named as an additional insured on the policy. The certificate of insurance shall provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Developer.

13. Floodplain Regulations. No structures, including fences and accessory structures, may be constructed within the Subdivision below the regulatory flood protection elevation. The Developer must comply with the requirements of the City with regard to flood protection.

14. No Building Permits Approved, Certificates of Occupancy. a) The City Approvals do not include approval of a building permit for any structures within the Subdivision. The Developer must submit, and the City must approve building plans prior to an application for a building permit for a structure on any lot within the Subdivision. The Developer or the parties applying for the building permits shall be responsible for payment of the customary fees associated with the building permits and other deferred fees as specified in this Agreement.

b) No certificate of occupancy shall be issued for any home constructed in the Subdivision unless prior thereto the lot has been graded, the driveway has been installed, the home is connected to the municipal sanitary sewer system and such connection has been approved by the City, and an as built survey of the lot has been submitted and approved by the City. In cases in which seasonal weather conditions make compliance with these conditions impossible, the City may accept an escrow of sufficient amount to ensure completion of the work during the following construction season.

15. Clean up and Dust Control. The Developer shall daily clean dirt and debris from streets adjoining the Subdivision resulting from construction work by the Developer, its contractors, agents or assigns. The Developer shall provide dust control to the satisfaction of the City's engineer throughout construction within the Subdivision.

16. Compliance with Laws. The Developer agrees to comply with all laws, ordinances, regulations and directives of the state of Minnesota and the City applicable to the Subdivision. This Agreement shall be construed according to the laws of Minnesota. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits for the Subdivision.

17. Agreement Runs with the Land. This Agreement shall run with the Property and shall be recorded against the title thereto and shall bind and inure to the benefit of the City and the Developer and their successors and assigns. The Developer's successor in title may be responsible for obligations under this Agreement as required by the City. The Developer warrants that there are no unrecorded encumbrances or interests relating to the Property. The Developer agrees to indemnify and hold the City harmless for any breach of the foregoing covenants.

18. Indemnification. The Developer hereby agrees to indemnify and hold the City and its officers, employees, and agents harmless from claims made by it and third parties for damages sustained or costs incurred resulting from approval of the final plat and the other City Approvals. The Developer hereby agrees to indemnify and hold the City and its officers, employees, and agents harmless for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees, except matters involving acts of gross negligence by the City.

19. Assignment. The Developer may not assign this Agreement or its rights or obligations hereunder without the prior written permission of the City, which consent shall not be unreasonably withheld, conditioned or denied.

20. Notices. Any notice or correspondence to be given under this Agreement shall be deemed to be given if delivered personally or sent by United States certified or registered mail, postage prepaid, return receipt requested:

a) as to Developer: Timothy O. Koch Revocable Living Trust dated  
October 24, 2013

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---

b) as to City: City of Independence  
1920 County Road 90  
Independence, MN 55359-9448  
Attn: City Administrator

with a copy to: Robert Vose  
Kennedy & Graven, Chartered  
150 South Fifth Street, Suite 700  
Minneapolis, MN 55402

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

21. Severability. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other provision of this Agreement.

22. Non-waiver. Each right, power or remedy conferred upon the City by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right,



power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

23. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

**[Signature pages to follow]**

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

**CITY OF INDEPENDENCE**

By: \_\_\_\_\_  
Marvin Johnson, Mayor

By: \_\_\_\_\_  
Mark Kaltsas  
City Administrator

STATE OF MINNESOTA    )  
                                      ) ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Marvin Johnson and Mark Kaltsas, the Mayor and City Administrator, respectively, of the city of Independence, a Minnesota municipal corporation, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public

**Developer**

Timothy O. Koch Revocable Living Trust dated  
October 24, 2013

\_\_\_\_\_  
Trustee

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023,  
by \_\_\_\_\_, the \_\_\_\_\_ for \_\_\_\_\_. on behalf of the Trust.

\_\_\_\_\_  
Notary Public

**Developer**

Thomas W. Koch Trust dated May 24, 2021

\_\_\_\_\_  
Trustee

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023,  
by \_\_\_\_\_, the \_\_\_\_\_ for \_\_\_\_\_. on behalf of the Trust.

\_\_\_\_\_  
Notary Public

This instrument drafted by:

Kennedy & Graven, Chartered (RJV)  
150 South Fifth Street, Suite 700  
Minneapolis, MN 55402

**EXHIBIT A  
TO  
DEVELOPMENT AGREEMENT**

Legal Description of the Property

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

Lot 1 Block 1; Lots 1 and 2, Block 2; Lot 1, Block 3, Lots 1-3, Block 4; Lots 1-5, Block 5; Lot 1, Block 6; Lots 1-4, Block 7; Lots 1-3, Block 8; Lots 1-5, Block 9; Lots 1-4, Block 10; Lots 1-3, Block 11, and; Outlots A, B, C, D, and E, Koch Farm Sanctuary, according to the recorded plat thereof.

**EXHIBIT B  
TO  
DEVELOPMENT AGREEMENT**

Subdivision Improvement Cost Estimate

[To be inserted]

**EXHIBIT C  
TO  
DEVELOPMENT AGREEMENT**

Stormwater Pond Maintenance Agreement

**FORM OF  
STORMWATER POND MAINTENANCE AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the city of Independence, a Minnesota municipal corporation (the “City”), and \_\_\_\_\_, a Minnesota corporation (the “Developer”).

**WITNESSETH:**

**WHEREAS**, the Developer owns certain real property located in Hennepin County, Minnesota, legally described on Exhibit A attached hereto (the “Property”); and

**WHEREAS**, the Developer has granted to the City drainage and utility easements over portions of the Property through dedication on the plat of KOCH FARM SANCTUARY; and

**WHEREAS**, those portions of the Property subject to the drainage and utility easements are hereinafter collectively referred to as the “Easement Areas”; and

**WHEREAS**, the Developer intends to construct within the Easement Areas certain stormwater facilities (the “Stormwater Improvements”) for the benefit of the Property; and

**WHEREAS**, by a separate development agreement (the “Development Agreement”), the City and the Developer have entered into an agreement for the construction and maintenance of the Stormwater Improvements; and

**WHEREAS**, the City requires permanent provisions for handling of storm runoff, including terms and conditions for operation and maintenance of all Stormwater Improvements, and requires such provisions to be set forth in an agreement to be recorded against the Property; and

**WHEREAS**, the City and the Developer intend to comply with certain conditions, including entering into a maintenance agreement regarding the Stormwater Improvements;

**NOW, THEREFORE**, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Maintenance of the Stormwater Improvements. The Developer and its successors or assigns as fee owners of the Property shall be responsible for maintaining the Stormwater

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

2. City's Maintenance Rights. The City may maintain the Stormwater Improvements, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the Stormwater Improvements in accordance with applicable drainage laws and other requirements and such failure continues for 30 days after the City gives the Developer written notice of such failure or, if such tasks cannot be completed within 30 days, after such time period as may be reasonably required to complete the required tasks provided that Developer is making a good faith effort to complete said task. The City's notice shall specifically state which maintenance tasks are to be performed. If Developer does not complete the maintenance tasks within the required time period after such notice is given by the City, the City shall have the right to enter upon the Easement Area to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all reasonable staff time, engineering and legal and other reasonable costs and expenses incurred by the City. If the Developer or its assigns fails to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property. The Developer, on behalf of itself and its successor and assigns, acknowledges that the maintenance work performed by the City regarding the Stormwater Improvements benefits the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes, Chapter 429. Notwithstanding the foregoing, in the event of an emergency, as determined by the city engineer, the 30-day notice requirement to the Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Developer, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

3. Hold Harmless. The Developer hereby agrees to defend, indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Developer's, or the Developer's agents' or employees' negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Developer to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Developer shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Developer's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts of the City, its

employees, agents and representatives.

4. Costs of Enforcement. The Developer agrees to reimburse the City for all costs prudently incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

5. Rights Not Exclusive. No right of the City under this Agreement shall be deemed to be exclusive and the City shall retain all rights and powers it may have under Minnesota Statutes, sections 444.16 to 444.21 to acquire, construct, reconstruct, extend, maintain and otherwise improve the Stormwater Improvements, provided, however, that the City shall not exercise such rights unless the Developer or its successors or assigns does not timely cure a failure to maintain the Stormwater Improvements after receipt of written notice as provided in paragraph 2 above.

6. Notice. All notices required under this Agreement shall either be personally delivered or be sent by United States certified or registered mail, postage prepaid, and addressed as follows:

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

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

7. Successors. All duties and obligations of Developer under this Agreement shall also be duties and obligations of Developer's successors and assigns. The terms and conditions of this Agreement shall run with the Property.

8. Effective Date. This Agreement shall be binding and effective as of the date first written above.

9. Governing Law. This Agreement shall be construed under the laws of Minnesota.



**Developer**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF HENNEPIN    )

          The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2022, by \_\_\_\_\_, the \_\_\_\_\_ for \_\_\_\_\_ on  
behalf of the corporation.

\_\_\_\_\_  
Notary Public

**CITY OF INDEPENDENCE**

By: \_\_\_\_\_  
Marvin Johnson, Mayor

By: \_\_\_\_\_  
Mark Kaltsas  
City Administrator

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Marvin Johnson and Mark Kaltsas, the Mayor and the City Administrator, respectively, of the city of Independence, a Minnesota municipal corporation, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public

This instrument drafted by:

Kennedy & Graven, Chartered (RJV)  
150 South Fifth Street, Suite 700  
Minneapolis, MN 55402

**EXHIBIT A TO  
STORMWATER MAINTENANCE AGREEMENT**

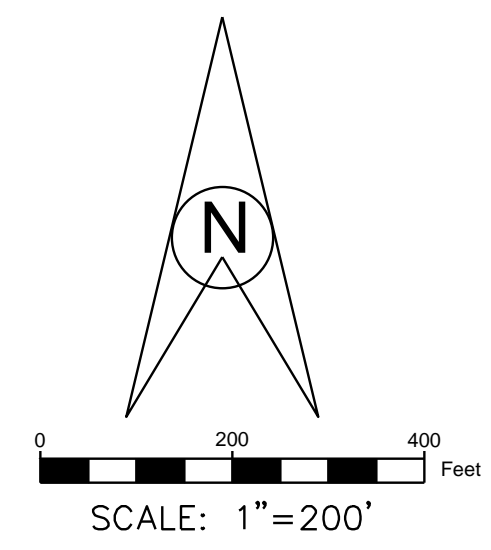
The land subject to this Stormwater Maintenance Agreement is located in Hennepin County, Minnesota and is legally described as follows:

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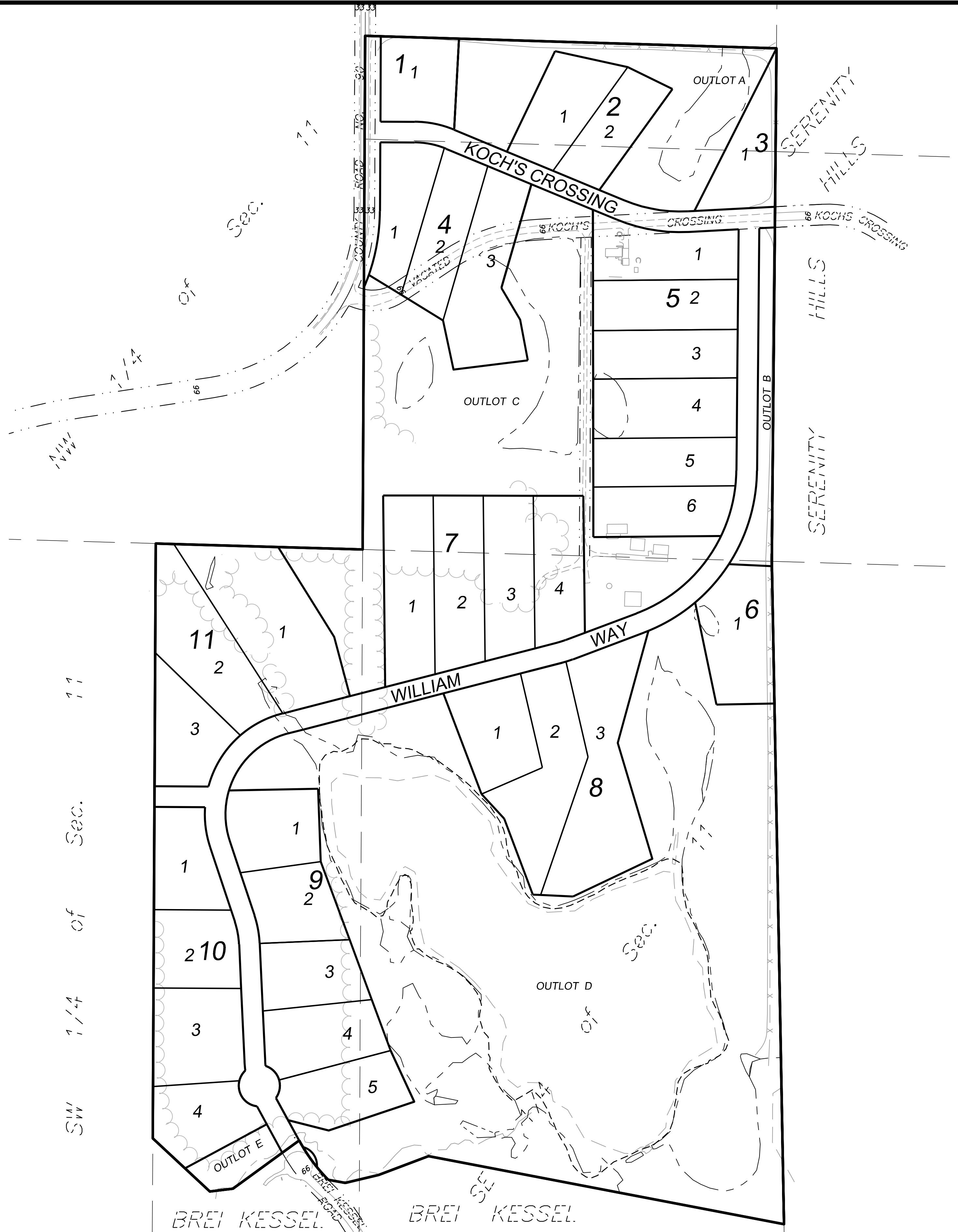
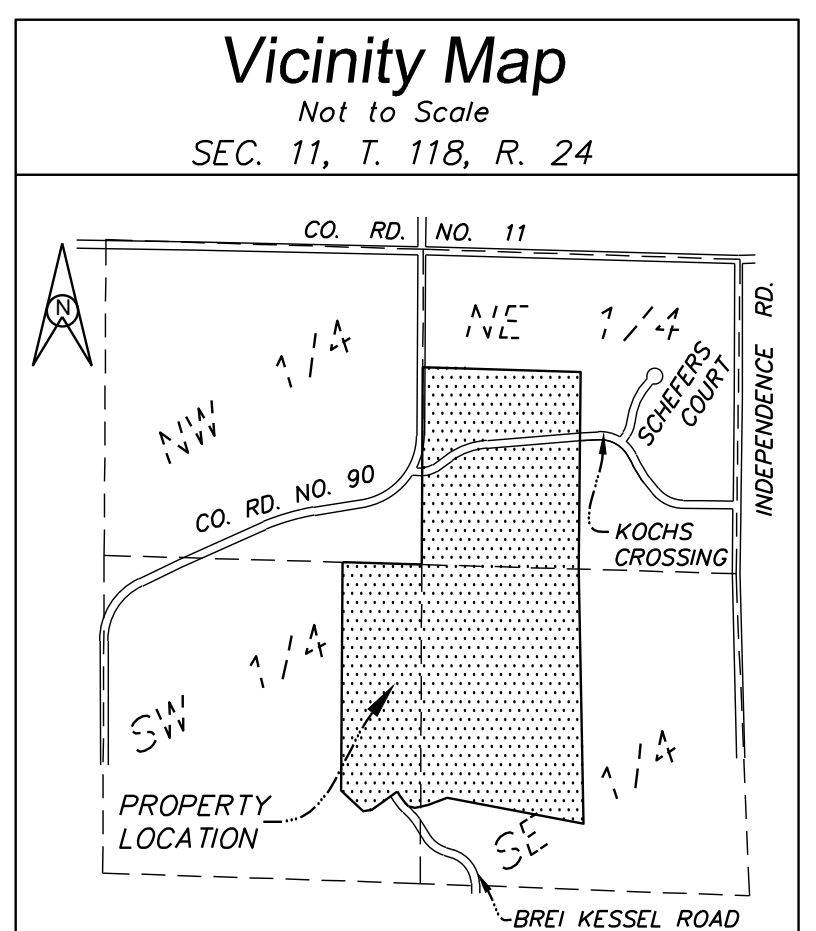
# KOCH FARM SANCTUARY

## INDEPENDENCE, MN



### SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	GRADING PLAN (OVERVIEW)
3	GRADING PLAN (NORTH)
4	GRADING PLAN (EAST CENTRAL)
5	GRADING PLAN (WEST CENTRAL)
6	GRADING PLAN (SOUTH)
7	STORMWATER POLLUTION PREVENTION PLAN – PROJECT INFORMATION
8	STORMWATER POLLUTION PREVENTION PLAN NARRATIVE
9	SWPPP (NORTH)
10	SWPPP (EAST CENTRAL)
11	SWPPP (WEST CENTRAL)
12	SWPPP (SOUTH)
13	STREET & STORM SEWER PLAN – KOCHS CROSSING
14	STREET & STORM SEWER PLAN – WILLIAM WAY (STA 0+00 TO STA 12+00)
15	STREET & STORM SEWER PLAN – WILLIAM WAY (STA 12+00 TO STA 27+00)
16	STREET & STORM SEWER PLAN – WILLIAM WAY (STA 27+00 TO STA 39+65)
17	WETLAND BUFFER & TREE PRESERVATION PLAN
18	DETAILS
19	DETAILS
20	DETAILS



REV. NO.	DATE	BY	DESCRIPTION
1	12-14-22	T.J.B.	LOT NUMBERS

DESIGNED P.E.O.	DRAWN T.J.B.
CHECKED P.E.O.	

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.

*Paul E. Otto*  
Paul E. Otto  
License # 40062 Date: 12-14-22

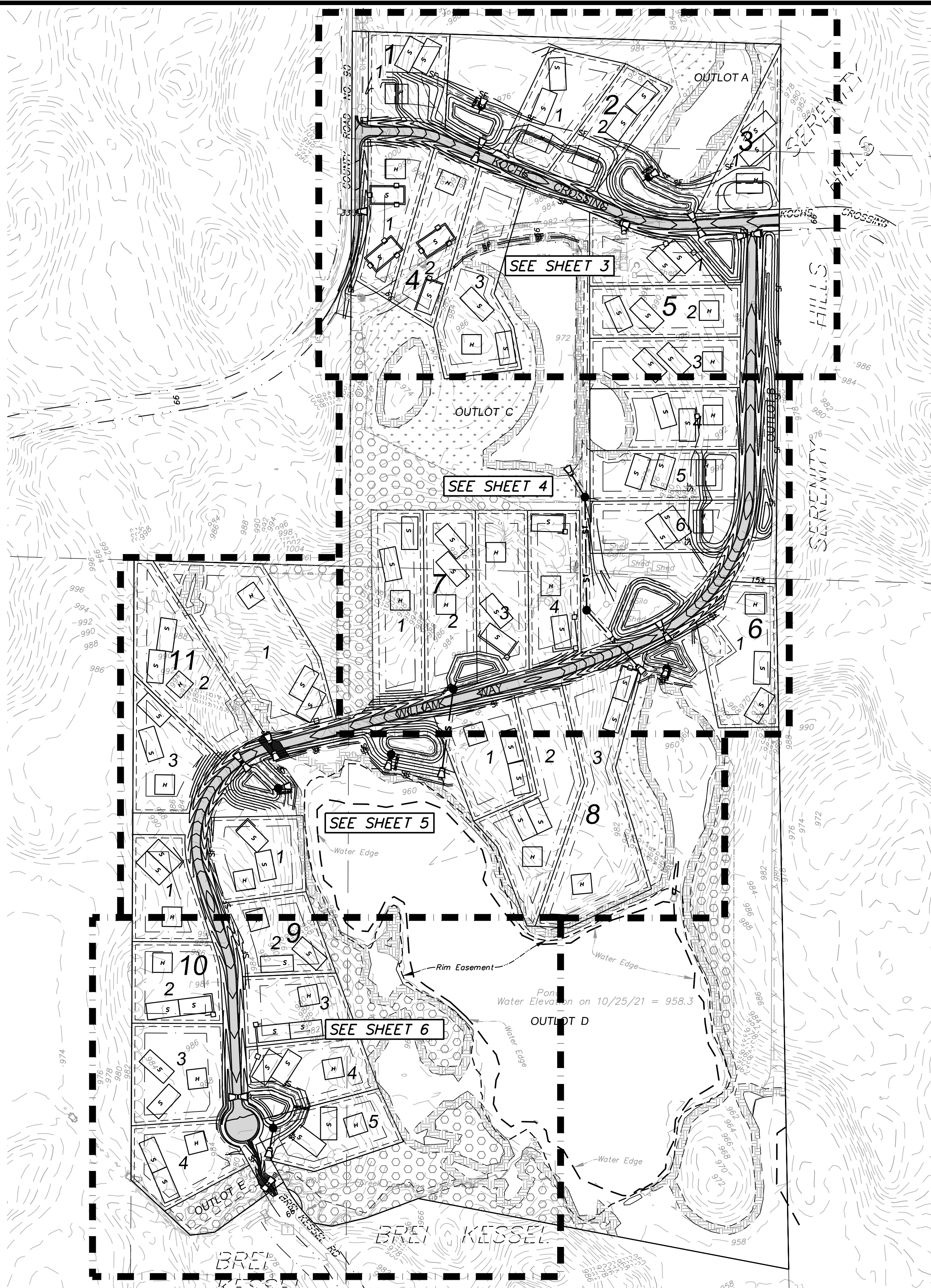


www.ottoassociates.com  
9 West Division Street  
Buffalo, MN 55313  
(763) 682-4727  
Fax: (763) 682-3522

KOCH FARM SANCTUARY  
TOM KOCH  
INDEPENDENCE, MN

COVER SHEET  
SHEET NO. 1 OF 20 SHEETS

PROJECT NO:  
18-0199  
DATE:  
6-3-22



N

0

200

400

Feet

SCALE: 1"=200'

LEGEND

988

denotes Existing Contour

988.00 X

denotes Existing Spot Elevation

denotes Proposed Contour

denotes Telephone Pedestal

denotes Guy Wire

denotes Power Pole

OHE

denotes Overhead Electric Line

X

denotes Fence Line

denotes Existing Culvert

denotes Wetland

denotes Wetland Buffer

denotes Additional Wetland Buffer

denotes Tree Preservation

denotes Drainage and Utility Easement

denotes Building Setback Line

Front = 85' from centerline

Side (Corner) = 52' from right of way

Side = 30'

Rear = 40'

Wetland = 10' from buffer

S

denotes Possible Septic Area

H

denotes Possible 60x60 House Pad Location

denotes Proposed Bituminous

denotes Proposed Gravel

ST

denotes Proposed Storm Sewer

SF

denotes Pre-construction Silt Fence

denotes Construction Fence

REV. NO.	DATE	BY	DESCRIPTION
1	6-8-22	T.J.B.	CLEARING LIMITS, BERM, OCS
2	9-23-22	T.J.B.	COUNTY ROAD NO. 90 PROPOSED RIGHT TURN LANE GRADING

DESIGNED	DRAWN
P.E.O.	T.J.B.
CHECKED	
P.E.O.	

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.

*Paul E. Otto*  
Paul E. Otto  
License # 40062 Date: 9-23-22

OTTO

SSOCIATES

Engineers & Land Surveyors, Inc.

www.ottoassociates.com

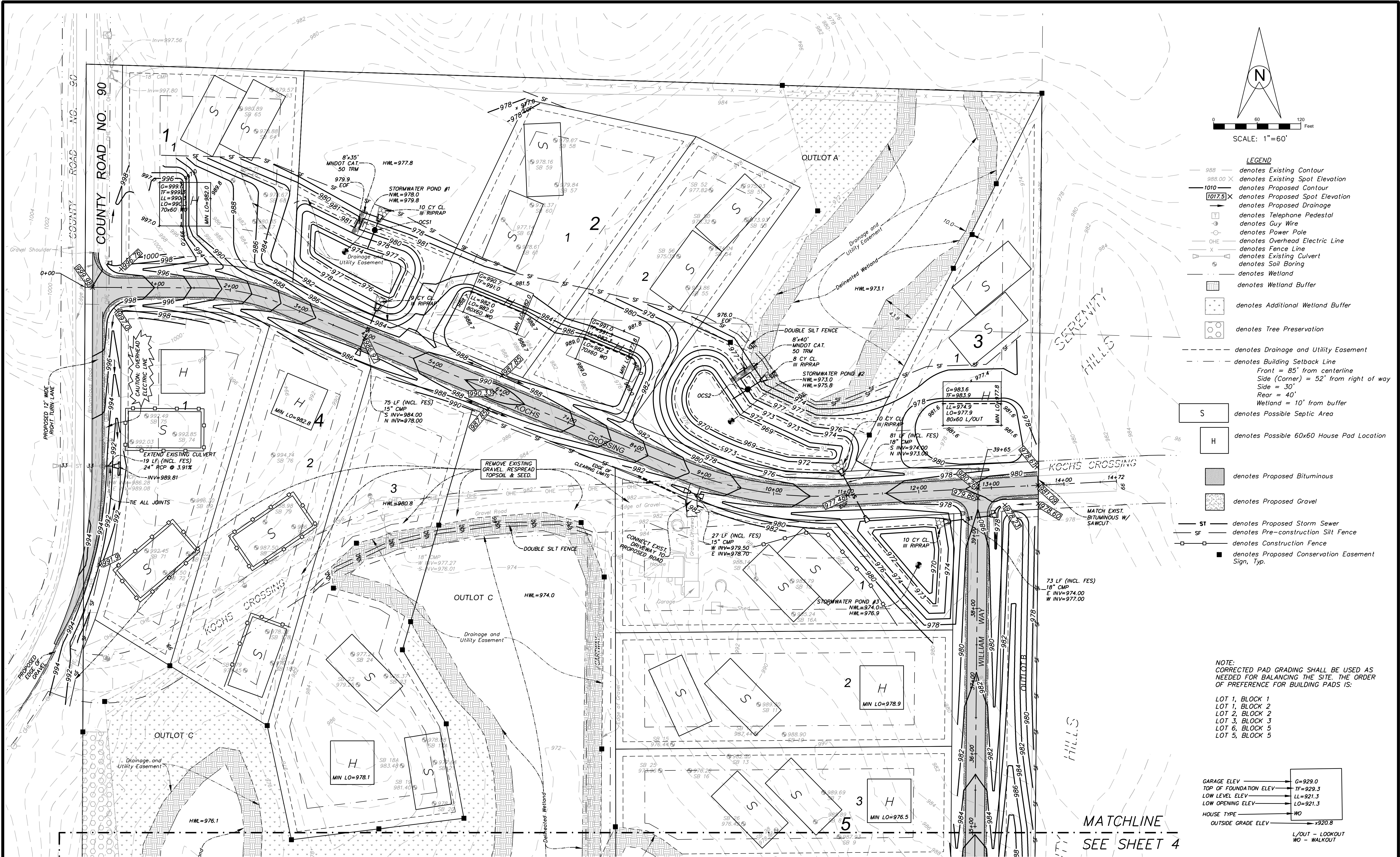
9 West Division Street  
Buffalo, MN 55313  
(763)682-4727  
Fax: (763)682-3522

KOCH FARM SANCTUARY  
TOM KOCH  
INDEPENDENCE, MN

GRADING PLAN (OVERVIEW)  
SHEET NO. 2 OF 20 SHEETS

PROJECT NO:	18-0199
DATE:	6-3-22





- LEGEND**
- 988 — denotes Existing Contour
  - 988.00 X denotes Existing Spot Elevation
  - 1010 — denotes Proposed Contour
  - 1017.5 X denotes Proposed Spot Elevation
  - denotes Proposed Drainage
  - denotes Telephone Pedestal
  - denotes Guy Wire
  - denotes Power Pole
  - OHE — denotes Overhead Electric Line
  - denotes Fence Line
  - denotes Existing Culvert
  - denotes Soil Boring
  - denotes Wetland
  - denotes Wetland Buffer
  - denotes Additional Wetland Buffer
  - denotes Tree Preservation
  - denotes Drainage and Utility Easement
  - denotes Building Setback Line  
Front = 85' from centerline  
Side (Corner) = 52' from right of way  
Side = 30'  
Rear = 40'  
Wetland = 10' from buffer
  - S — denotes Possible Septic Area
  - H — denotes Possible 60x60 House Pad Location
  - denotes Proposed Bituminous
  - denotes Proposed Gravel
  - ST — denotes Proposed Storm Sewer
  - SF — denotes Pre-construction Silt Fence
  - denotes Construction Fence
  - denotes Proposed Conservation Easement Sign, Typ.

NOTE:  
CORRECTED PAD GRADING SHALL BE USED AS  
NEEDED FOR BALANCING THE SITE. THE ORDER  
OF PREFERENCE FOR BUILDING PADS IS:

- LOT 1, BLOCK 1
- LOT 1, BLOCK 2
- LOT 2, BLOCK 2
- LOT 3, BLOCK 2
- LOT 6, BLOCK 2
- LOT 5, BLOCK 5

GARAGE ELEV	G=929.0
TOP OF FOUNDATION ELEV	TF=929.3
LOW LEVEL ELEV	LL=921.3
LOW OPENING ELEV	LO=921.3
HOUSE TYPE	WO
OUTSIDE GRADE ELEV	X920.8

L/OUT - LOOKOUT  
WO - WALKOUT

REV. NO.	DATE	BY	DESCRIPTION	DESIGNED	DRAWN	DESCRIPTION	PROJECT NO.
1	6-8-22	T.J.B.	CLEARING LIMITS, BERM, OCS	P.E.O.	T.J.B.		18-0199
2	9-23-22	T.J.B.	COUNTY ROAD NO. 90 PROPOSED RIGHT TURN LANE GRADING	CHECKED			DATE: 6-3-22
				P.E.O.			

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.

Paul E. Otto  
License # 40062 Date: 9-23-22

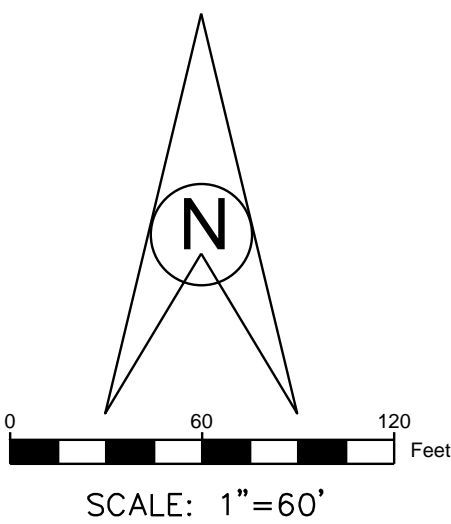
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**KOCH FARM SANCTUARY**  
TOM KOCH  
INDEPENDENCE, MN

**GRADING PLAN (NORTH)**  
SHEET NO. 3 OF 20 SHEETS





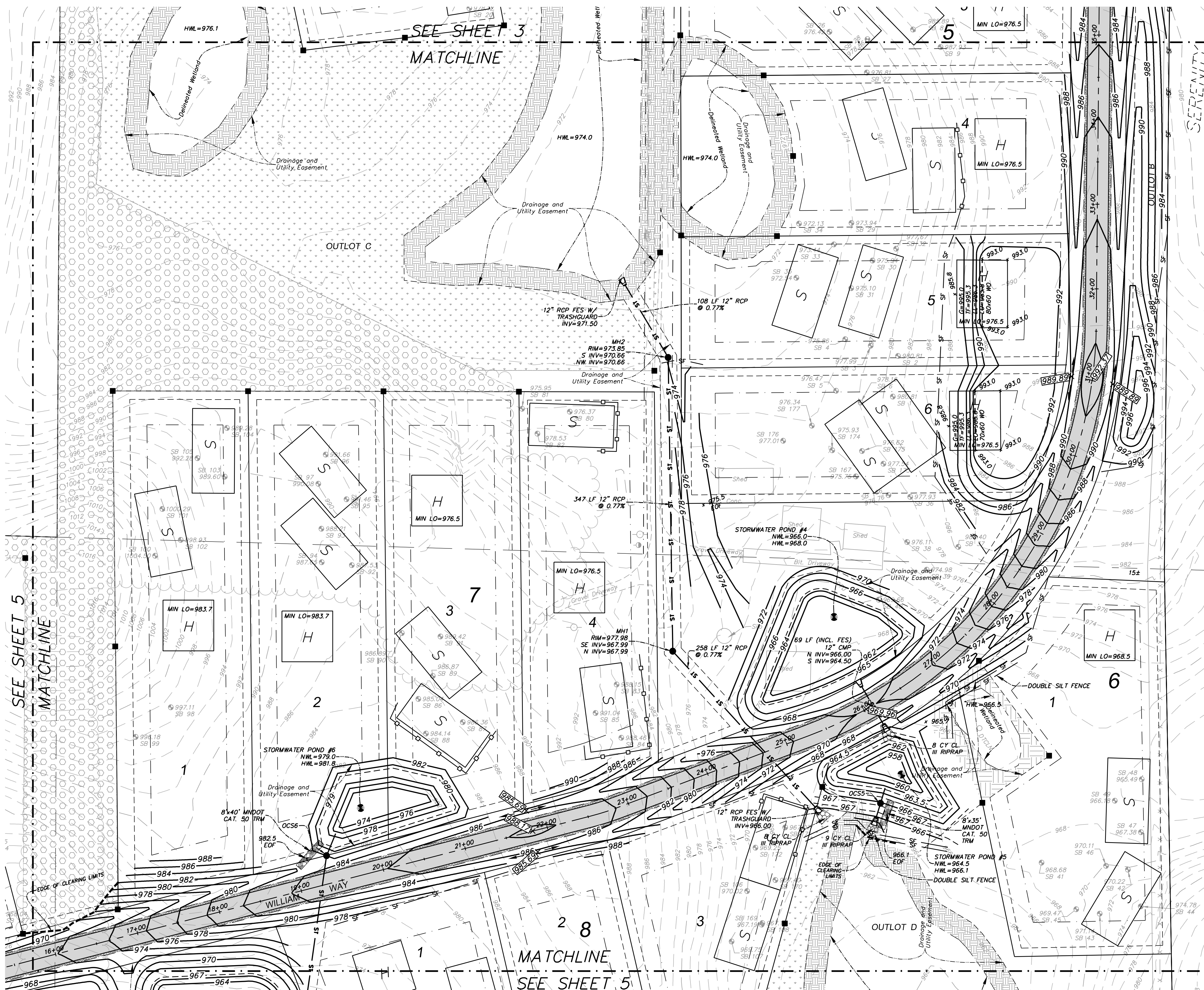
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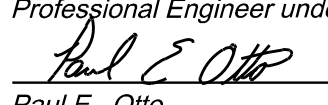
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HOUSE TYPE	WO
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L/OUT - LOOKOUT	WO - WALKOUT



REV. NO.	DATE	BY	DESCRIPTION
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DESIGNED	DRAWN
P.E.O.	T.J.B.
CHECKED	
P.E.O.	
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.	
	
Paul E. Otto	Date: 6-8-22
License # 40062	



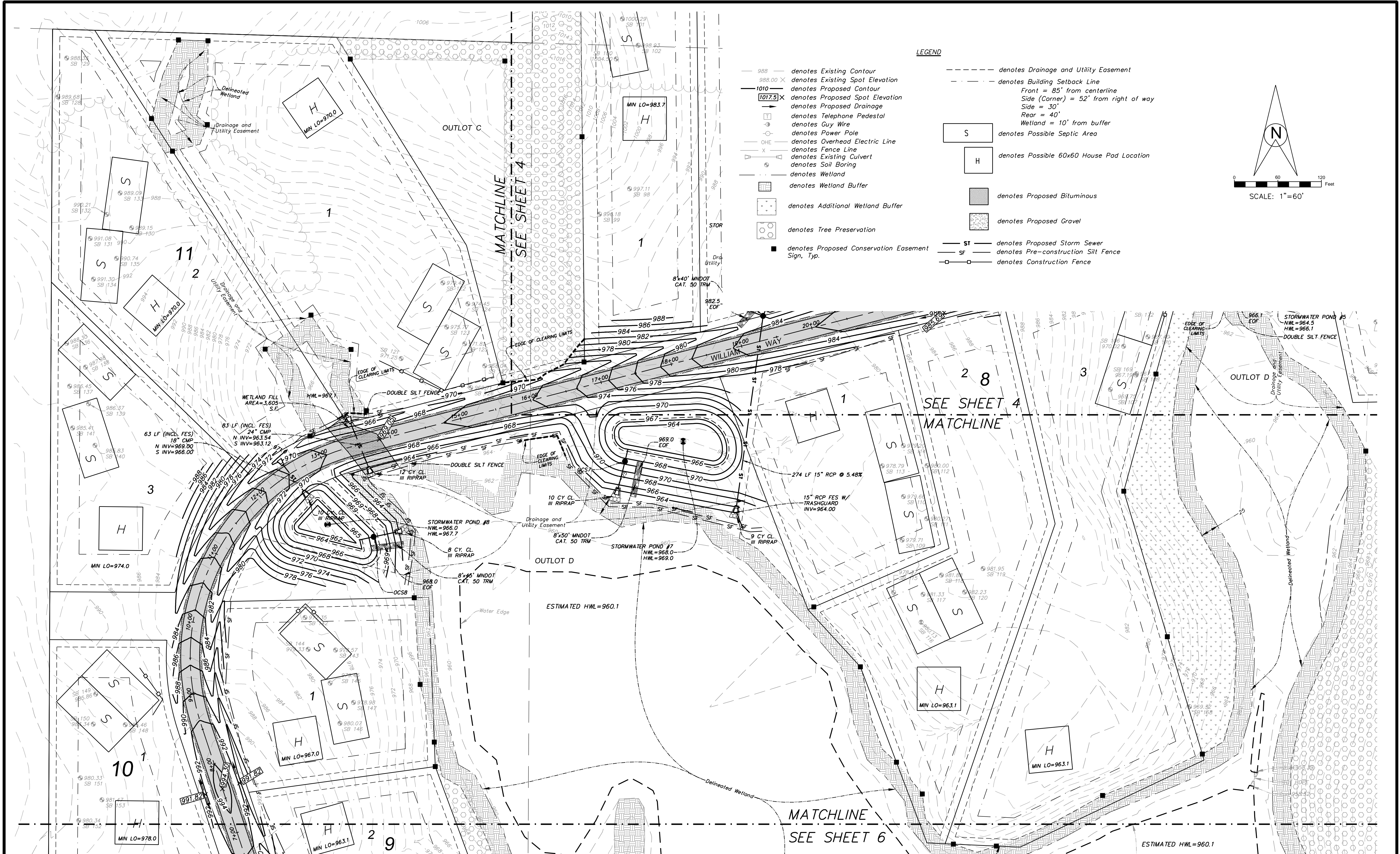
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**KOCH FARM SANCTUARY**  
TOM KOCH  
INDEPENDENCE, MN

GRADING PLAN (EAST CENTRAL)	PROJECT NO: 18-0199
SHEET NO. 4 OF 20 SHEETS	DATE: 6-3-22





REV. NO.	DATE	BY	DESCRIPTION
1	6-8-22	T.J.B.	CLEARING LIMITS, BERM, OCS

DESIGNED P.E.O.	DRAWN T.J.B.
CHECKED P.E.O.	

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.

*Paul E. Otto*  
Paul E. Otto  
License # 40062 Date: 6-8-22

**OTTO ASSOCIATES**  
Engineers & Land Surveyors, Inc.

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**KOCH FARM SANCTUARY**  
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INDEPENDENCE, MN

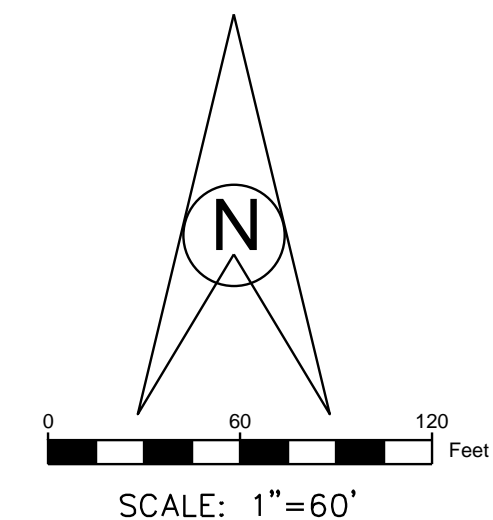
PROJECT NO: 18-0199
DATE: 6-3-22



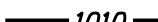
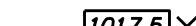








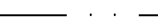





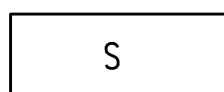
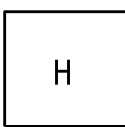




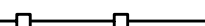

**GRADING PLAN  
(WEST CENTRAL)**

**SHEET NO. 5 OF 20 SHEETS**




SEE SHEET 5  
- . - . - . - . -  
MATCHLINE



- LEGEND**
-  denotes Existing Contour
-  denotes Existing Spot Elevation
-  denotes Proposed Contour
-  denotes Proposed Spot Elevation
-  denotes Proposed Drainage
-  denotes Telephone Pedestal
-  denotes Guy Wire
-  denotes Power Pole
-  denotes Overhead Electric Line
-  denotes Fence Line
-  denotes Existing Culvert
-  denotes Soil Boring
-  denotes Wetland
-  denotes Wetland Buffer
-  denotes Additional Wetland Buffer
-  denotes Tree Preservation
-  denotes Drainage and Utility Easement
-  denotes Building Setback Line
- Front = 85' from centerline  
Side (Corner) = 52' from right of way  
Side = 30'  
Rear = 40'  
Wetland = 10' from buffer
-  denotes Possible Septic Area
-  denotes Possible 60x60 House Pad Location
-  denotes Proposed Bituminous
-  denotes Proposed Gravel
-  denotes Proposed Storm Sewer
-  denotes Pre-construction Silt Fence
-  denotes Construction Fence
-  denotes Proposed Conservation Easement Sign, Typ.

REV. NO.	DATE	BY	DESCRIPTION
1	6-8-22	T.J.B.	CLEARING LIMITS, BERM, OCS

DESIGNED	DRAWN	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.
P.E.O.	T.J.B.	
CHECKED		
P.E.O.		 Paul E. Otto License # 40062 Date: 6-8-22



KOCH FARM SANCTUARY  
TOM KOCH  
INDEPENDENCE, MN

GRADING PLAN (SOUTH)	PROJECT NO: 18-0199
SHEET NO. 6 OF 20 SHEETS	DATE: 6-3-22



GENERAL PROJECT INFORMATION

PROJECT LOCATION AND NARRATIVE:

THIS PROJECT CONSISTS OF A 33 LOT SUBDIVISION IN INDEPENDENCE, MN. THE SITE IS LOCATED NEAR LONGITUDE -93.6739, LATITUDE 45.0435. THE SITE IS ACCESSED FROM COUNTY ROAD 90 AND KOCHS CROSSING.

CONSTRUCTION ACTIVITIES INCLUDE CLEARING & GRUBBING, GRADING, ROAD CONSTRUCTION, BITUMINOUS TRAIL CONSTRUCTION, AND STORMWATER BASIN CONSTRUCTION. CONSTRUCTION IS PLANNED TO BEGIN SUMMER OF 2022 AND COMPLETED SUMMER OF 2023, WITH HOMEBUILDING ANTICIPATED TO EXTEND INTO 2025.

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

SITE DRAINAGE: THE SITE DRAINS OFFSITE TO THE NORTH, EAST, AND SOUTH: NORTH TO A WETLAND AND SOUTH AND EAST TO AN EXISTING 10+ ACRE ONSITE POND/WETLAND.

RESPONSIBLE PARTIES:

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

	ENTITY	CONTACT PERSON	PHONE	EMAIL
OWNER				
SWPPP DESIGNER	OTTO ASSOCIATES, INC.	PAUL E. OTTO DESIGN OF SWPPP CERT.-EXPIRES 2025	763-682-4727	PAUL@OTTOASSOCIATES.COM
CONTRACTOR	TBD			
CONSTRUCTION SWPPP MANAGER	TBD			
PARTY RESPONSIBLE FOR LONG TERM O&M	HOA			

PROJECT AREAS:

PARCEL SIZE = 141.35 ACRES  
AREA OF DISTURBANCE = 22.1 ACRES  
EXISTING AREA OF IMPERVIOUS SURFACE = 2.45 ACRES  
POST-CONSTRUCTION AREA OF IMPERVIOUS SURFACE = 12.12 ACRES  
TOTAL NEW IMPERVIOUS SURFACE AREA CREATED = 9.67 ACRES

STORMWATER MANAGEMENT:

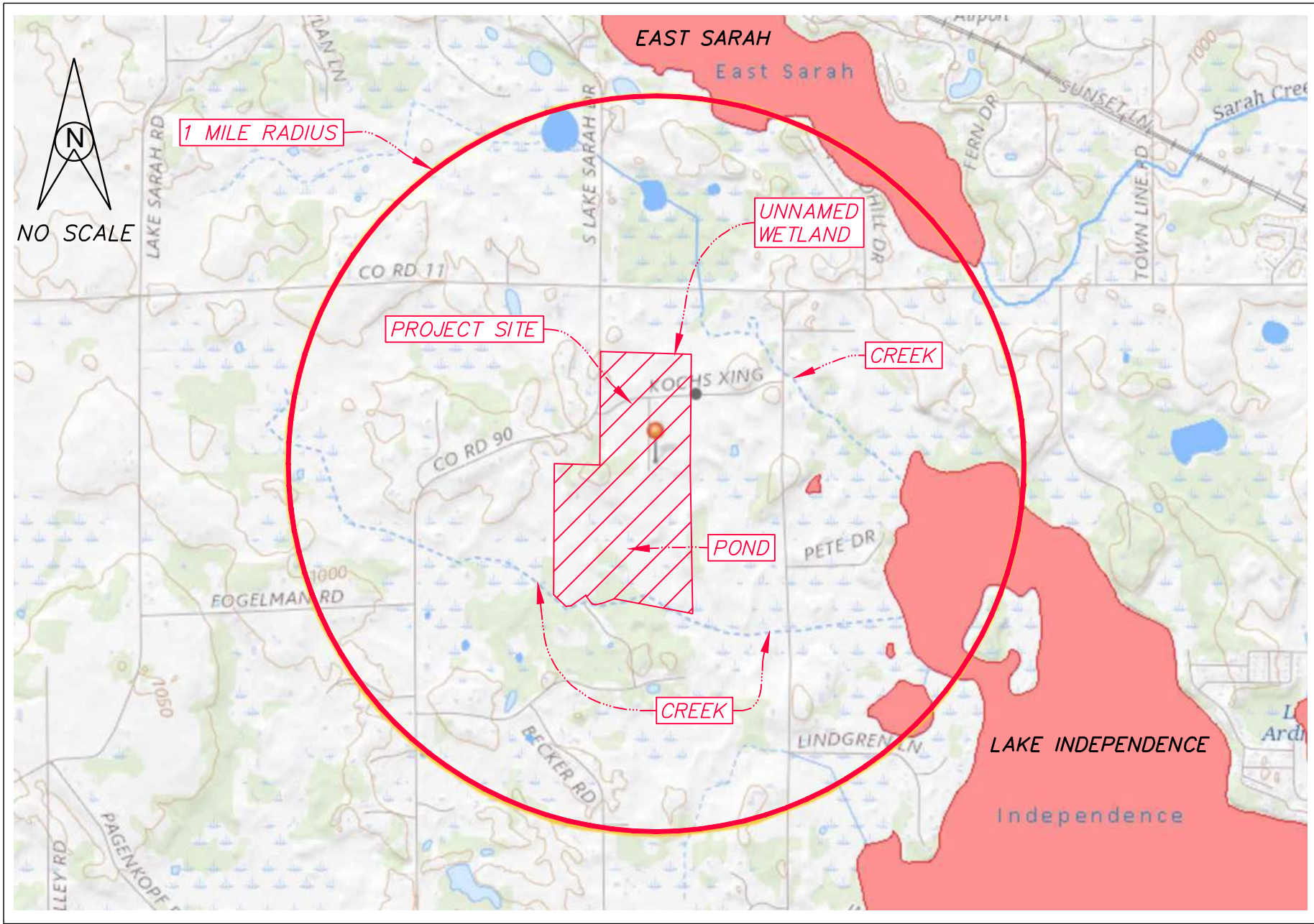
X	WET SEDIMENTATION BASIN
	INFILTRATION/FILTRATION
	REGIONAL POND
	PERMANENT STORMWATER MANAGEMENT NOT REQUIRED

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

WATER QUALITY VOLUME = 9.67 AC. X 1" = 35,102 CF  
WATER QUALITY PROVIDED IN PONDS = 72,741 CF

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

Map unit symbol	Map unit name	Rating
L9A	Minnetonka silty clay loam, 0 to 2 percent slopes	C/D
L22D2	Lester loam, 10 to 16 percent slopes, moderately eroded	C
L23A	Cordova loam, 0 to 2 percent slopes	C/D
L24A	Glencoe clay loam, 0 to 1 percent slopes	C/D
L35A	Lerdal loam, 1 to 3 percent slopes	C/D
L36A	Hamel, overwash-Hamel complex, 0 to 3 percent slopes	C/D
L40B	Angus-Kilkenny complex, 2 to 6 percent slopes	C/D
L41C2	Lester-Kilkenny complex, 6 to 10 percent slopes, moderately eroded	C
L41D2	Lester-Kilkenny complex, 10 to 16 percent slopes, moderately eroded	C
L41E	Lester-Kilkenny complex, 16 to 22 percent slopes	C
L50A	Muskego and Houghton soils, 0 to 1 percent slopes	C/D



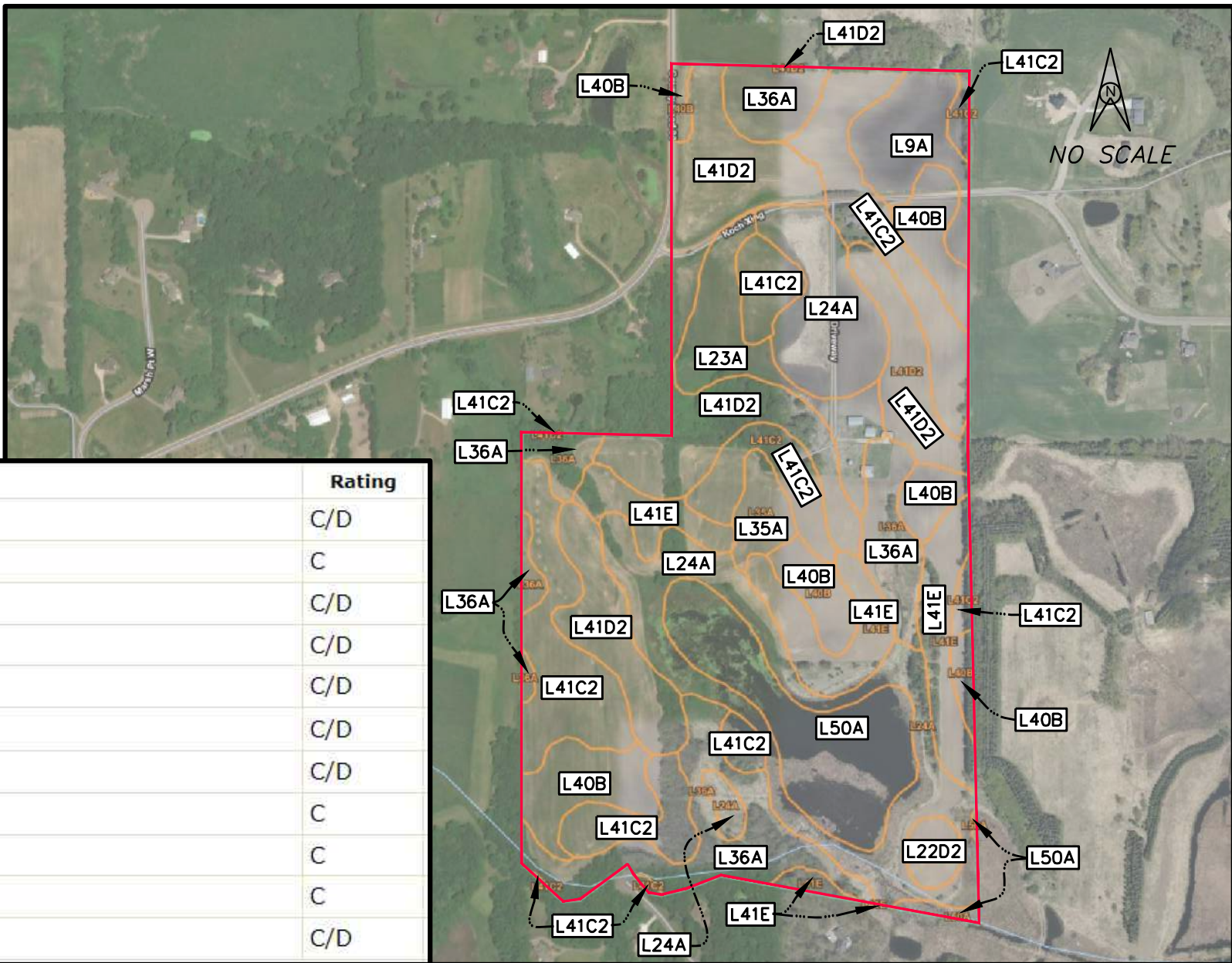
RECEIVING WATERS:

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

NAME OF WATER BODY	TYPE (DITCH, POND, WETLAND, LAKE, ETC.)	SPECIAL, PROHIBITED, RESTRICTED WATER <sup>1</sup>	IMPAIRED WATER <sup>2</sup>
UNNAMED WETLAND	WETLAND	NO	NO
CREEK (NORTH)	CREEK	NO	NO
CREEK (SOUTH)	CREEK	NO	NO
POND	POND/WETLAND	NO	NO
LAKE INDEPENDENCE	LAKE	NO	YES

<sup>1</sup> SPECIAL, PROHIBITED AND RESTRICTED WATERS ARE LISTED IN SECTION 23 OF THE MN CONSTRUCTION STORMWATER GENERAL PERMIT (MNR100001).

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



CONSTRUCTION SEQUENCING:

- 1) PRECONSTRUCTION MEETING.
- 2) CLEARING & GRUBBING ACTIVITIES.
- 3) INSTALL PERIMETER SILT FENCE & ROCK CONSTRUCTION ENTRANCE.
- 4) STRIP TOPSOIL & STOCKPILE.
- 5) ROUGH GRADE SITE.
- 6) INSTALL CULVERTS AND POND OUTLET CONTROL STRUCTURES.
- 7) TEMPORARY STABILIZE SITE AS INDICATED ON THE PLANS.
- 8) STREET CONSTRUCTION.
- 9) TOPSOIL RESPREAD.
- 10) PRIVATE UTILITY INSTALLATION.
- 11) RESTORE SITE WITH PERMANENT RESTORATION.
- 12) REMOVE SEDIMENT CONTROL DEVICES & SUBMIT NOTICE OF TERMINATION (NOT) TO MPCA ONCE ALL DISTURBED AREAS HAVE 70% VEGETATIVE DENSITY.

EROSION & SEDIMENT CONTROL BMP ESTIMATED QUANTITIES:

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

BMP	UNIT	QUANTITY
SILT FENCE	LF	8,754
ROCK CONST. ENTRANCE	EACH	2
TEMPORARY SEED & MULCH	AC	10.0
PERMANENT SEED	AC	20.0
BIOROLL INLET PROTECTION	EACH	7
MNDOT CAT 25 EROSION CONTROL BLANKET	SY	26,880
MNDOT CAT. 50 TRM	SF	2,336
CL. III RIP RAP	CY	142
CL. IV RIP RAP	CY	62

DEWATERING:

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

REV. NO.	DATE	BY	DESCRIPTION
1	6-8-22	T.J.B.	CLEARING LIMITS, BERM, OCS
2	9-23-22	T.J.B.	COUNTY ROAD NO. 90 PROPOSED RIGHT TURN LANE GRADING

DESIGNED	DRAWN
P.E.O.	T.J.B.
CHECKED	
P.E.O.	

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*Paul E. Otto*  
Paul E. Otto  
License # 40062 Date: 9-23-22



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KOCH FARM SANCTUARY  
TOM KOCH  
INDEPENDENCE, MN

SWPPP - PROJECT INFORMATION

SHEET NO. 7 OF 20 SHEETS

PROJECT NO:	18-0199
DATE:	6-3-22



EROSION PREVENTION PRACTICES:

ALL EXPOSED SOIL AREAS (INCL. STOCKPILES) MUST BE STABILIZED. STABILIZATION MUST BE INITIATED IMMEDIATELY TO LIMIT SOIL EROSION BUT COMPLETED IN NO CASE LATER THAN 7 DAYS IF DRAINING TO AN IMPAIRED WATER (14 DAYS IF NOT), AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.

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

PERMANENT TURF RESTORATION SHALL BE MNDOT SEED MIX 25-141 @ 220 LB/ACRE WITH MNDOT TYPE 1 MULCH @ 2 TONS/ACRE (DISC ANCHORED).

THE FOLLOWING SHALL BE INSTALLED WITHIN 24 HOURS OF CONNECTION TO SURFACE WATER:

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

SEDIMENT CONTROL PRACTICES:

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

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

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

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

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

TEMPORARY SEDIMENTATION BASINS:

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

SWPPP AMENDMENTS AND SUBMITTALS:

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

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

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

INSPECTIONS AND MAINTENANCE:

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

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

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

INLET PROTECTION DEVICES SHALL BE CLEANED ON A ROUTINE BASIS SUCH THAT THE DEVICES ARE FULLY FUNCTIONAL FOR THE NEXT RAINSTORM EVENT. REMOVAL AND DISPOSAL OF THE SEDIMENT SHALL BE INCIDENTAL TO THE CONTRACT.

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

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

POLLUTION PREVENTION:

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

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

NO CONSTRUCTION MATERIAL SHALL BE BURIED OR BURNED ONSITE.

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

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

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

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

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

FINAL STABILIZATION:

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

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

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

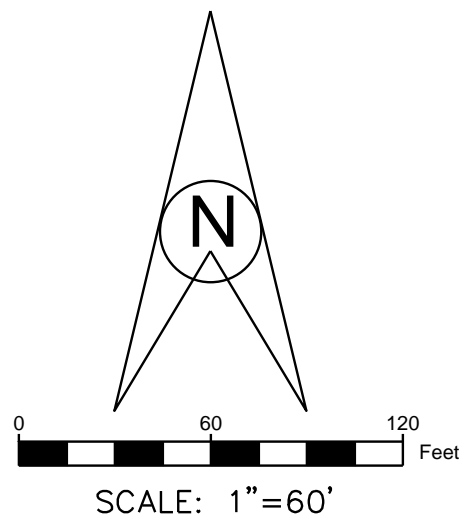
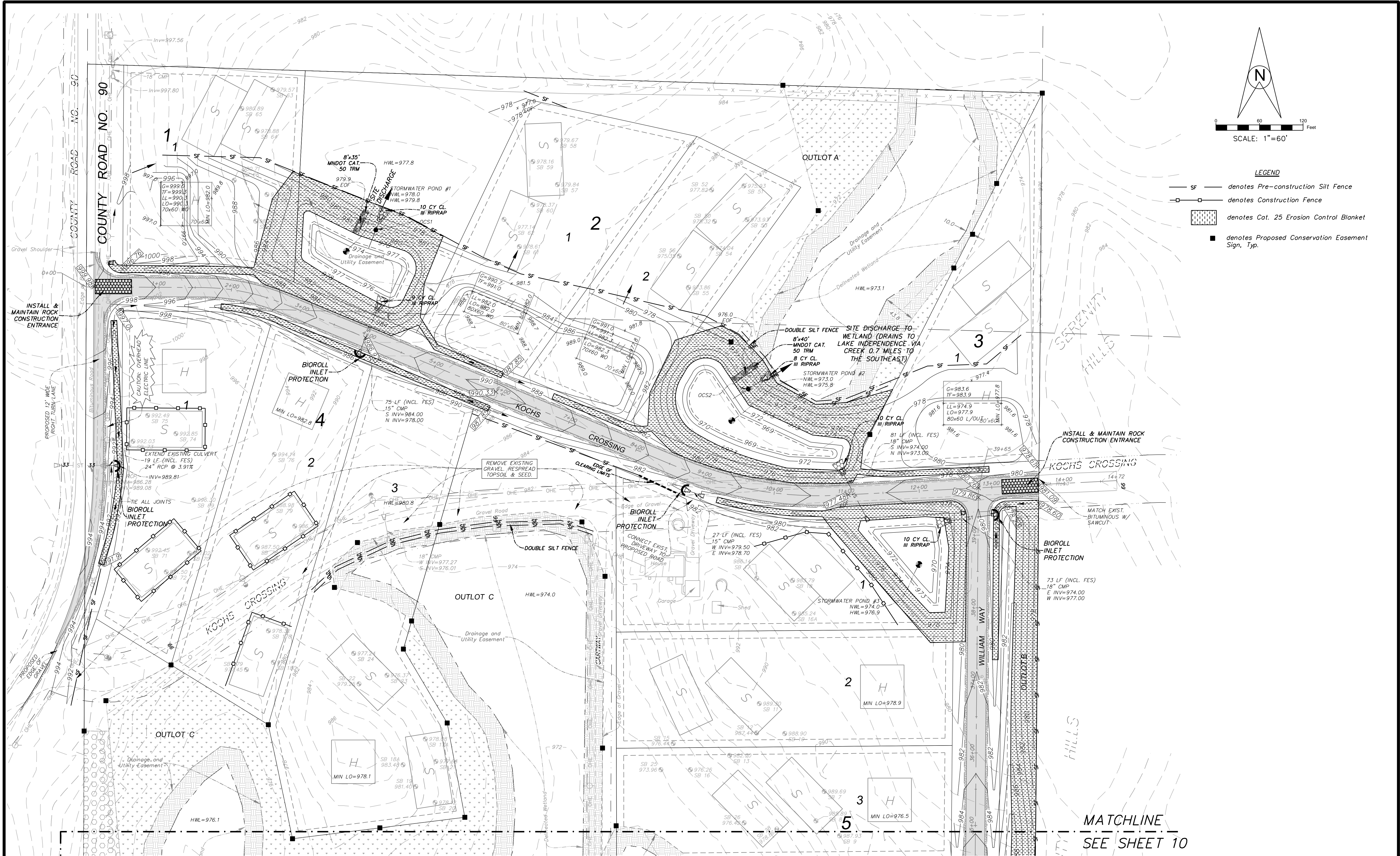
ALL TEMPORARY EROSION CONTROL MEASURES AND BMP’S MUST BE REMOVED AS PART OF THE FINAL SITE STABILIZATION.

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

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

REV. NO.	DATE	BY	DESCRIPTION	DESIGNED P.E.O.	DRAWN T.J.B.	<div>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.   Paul E. Otto License # 40062  Date: 6-3-22</div>	<div> www.ottoassociates.com 9 West Division Street Buffalo, MN 55313 (763)682-4727 Fax: (763)682-3522 Engineers &amp; Land Surveyors, Inc.</div>	<div>KOCH FARM SANCTUARY TOM KOCH INDEPENDENCE, MN</div>	STORMWATER POLLUTION PREVENTION PLAN NARRATIVE		PROJECT NO: 18-0199
				CHECKED P.E.O.					SHEET NO. 8 OF 20 SHEETS		DATE: 6-3-22





LEGEND

- SF — denotes Pre-construction Silt Fence
- □ — denotes Construction Fence
- ▨ denotes Cat. 25 Erosion Control Blanket
- denotes Proposed Conservation Easement Sign, Typ.

REV. NO.	DATE	BY	DESCRIPTION
1	6-8-22	T.J.B.	CLEARING LIMITS, BERM, OCS
2	9-23-22	T.J.B.	COUNTY ROAD NO. 90 PROPOSED RIGHT TURN LANE GRADING

DESIGNED	DRAWN
P.E.O.	T.J.B.
CHECKED	
P.E.O.	

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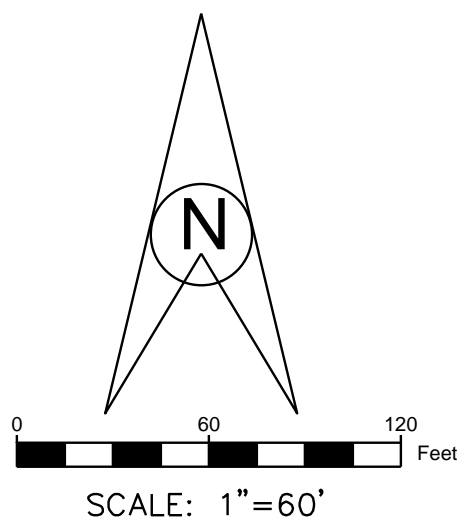
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KOCH FARM SANCTUARY  
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INDEPENDENCE, MN

STORMWATER POLLUTION  
PREVENTION PLAN (NORTH)  
SHEET NO. 9 OF 20 SHEETS

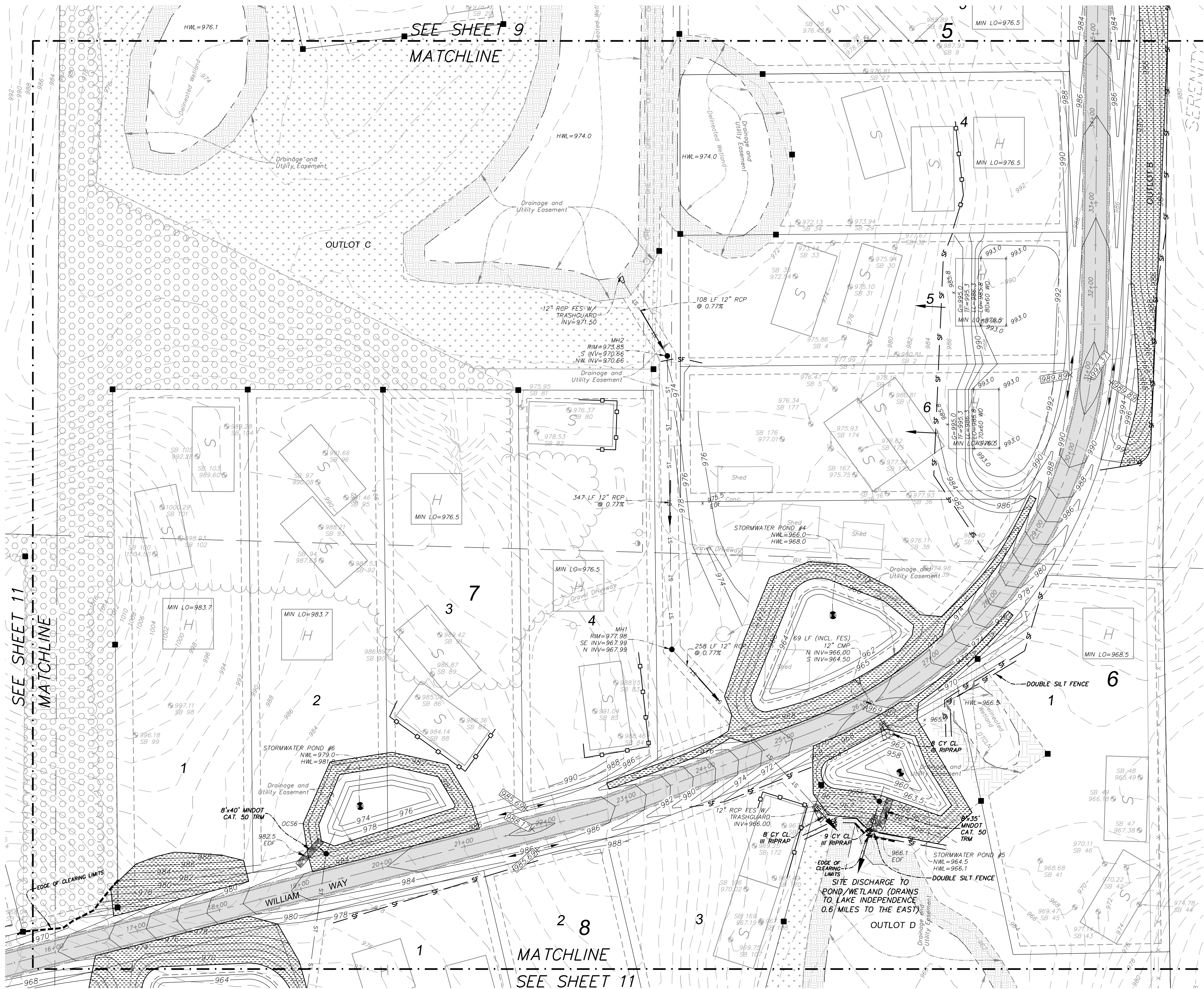
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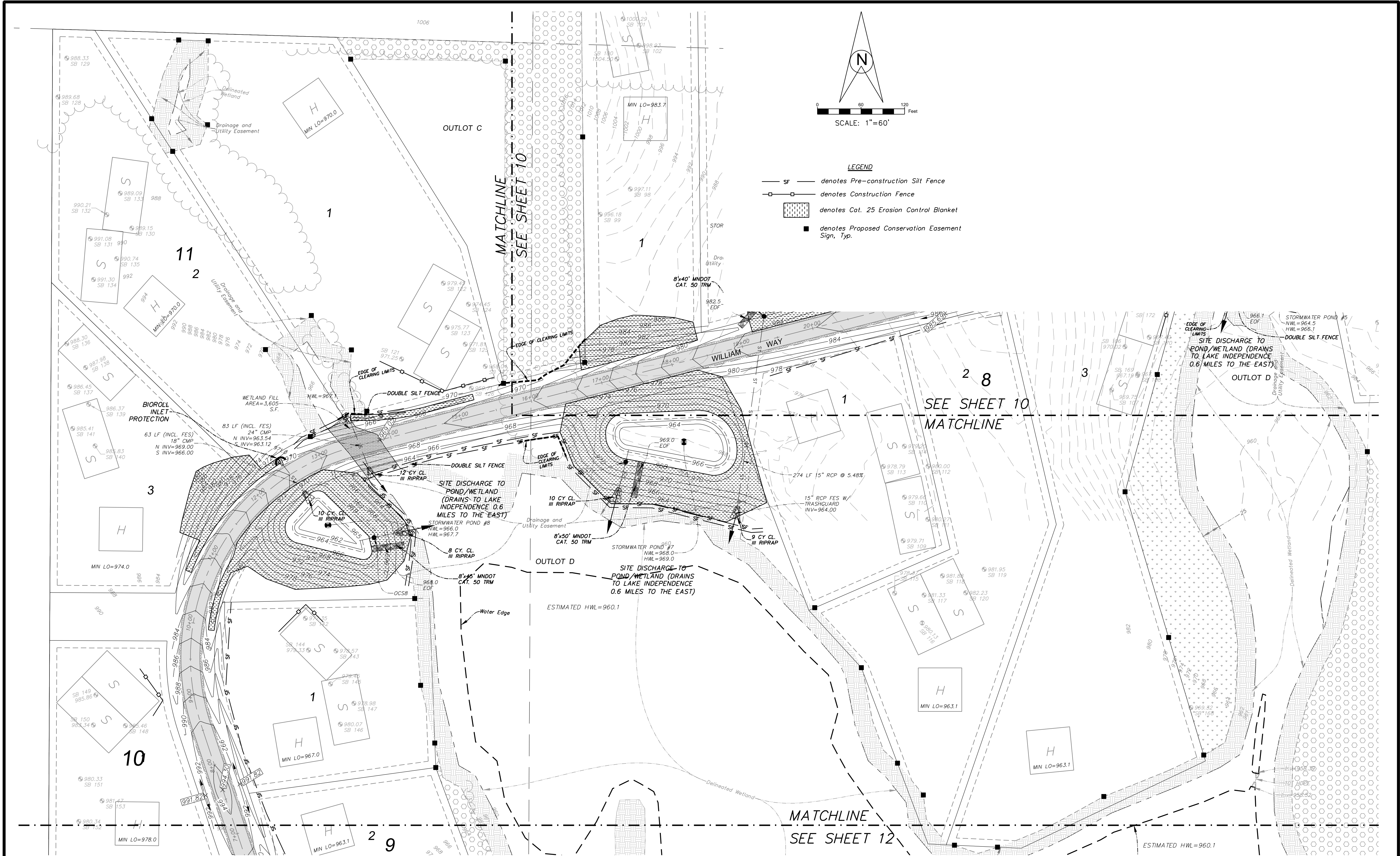
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Fax: (763) 682-3522

KOCH FARM SANCTUARY  
TOM KOCH  
INDEPENDENCE, MN

STORMWATER POLLUTION  
PREVENTION PLAN (EAST CENTRAL)  
SHEET NO. 10 OF 20 SHEETS

PROJECT NO:  
18-0199  
DATE: 6-3-22





REV. NO.	DATE	BY	DESCRIPTION
1	6-8-22	T.J.B.	CLEARING LIMITS, BERM, OCS
2	12-14-22	T.J.B.	LOT NUMBERS

DESIGNED	DRAWN
P.E.O.	T.J.B.
CHECKED	
P.E.O.	

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.

*Paul E. Otto*  
Paul E. Otto  
License # 40062 Date: 12-14-22

**OTTO ASSOCIATES**  
Engineers & Land Surveyors, Inc.

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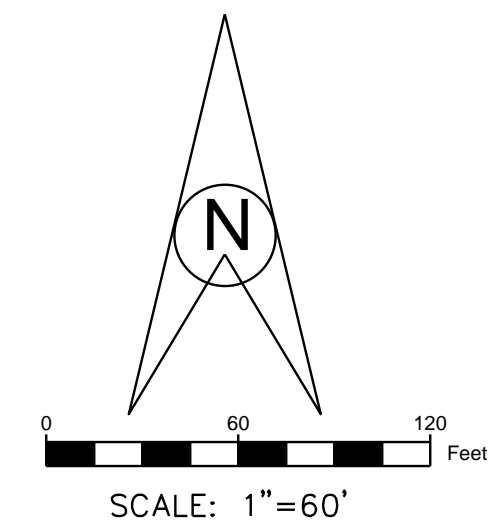
**KOCH FARM SANCTUARY**  
TOM KOCH  
INDEPENDENCE, MN

**STORMWATER POLLUTION  
PREVENTION PLAN (WEST CENTRAL)**  
**SHEET NO. 11 OF 20 SHEETS**




**PROJECT NO:**  
18-0199  
**DATE:**  
6-3-22



## MATCHLINE



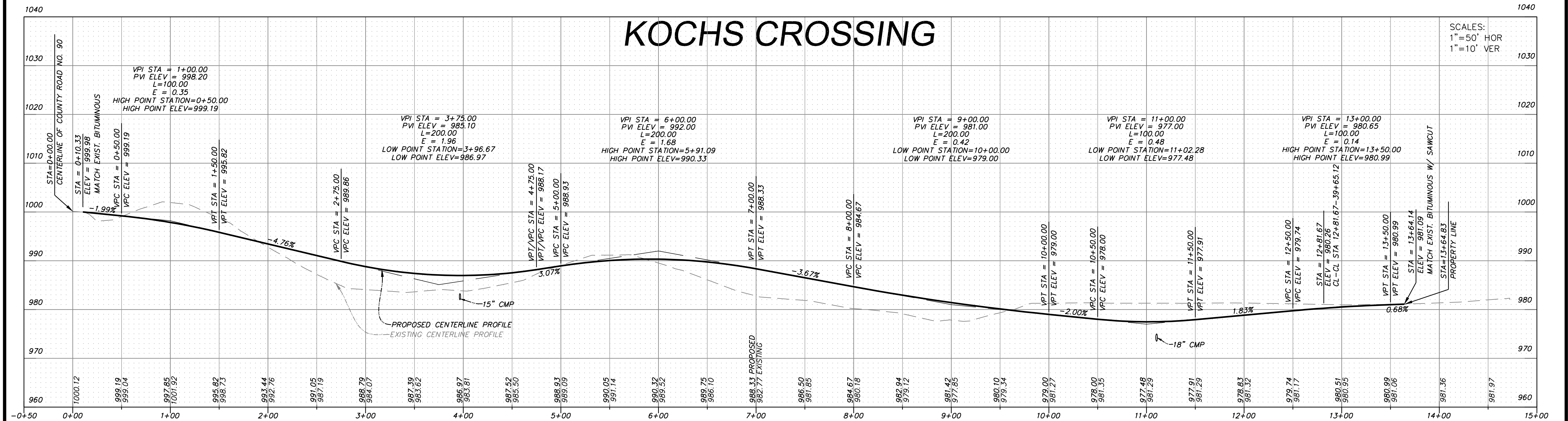
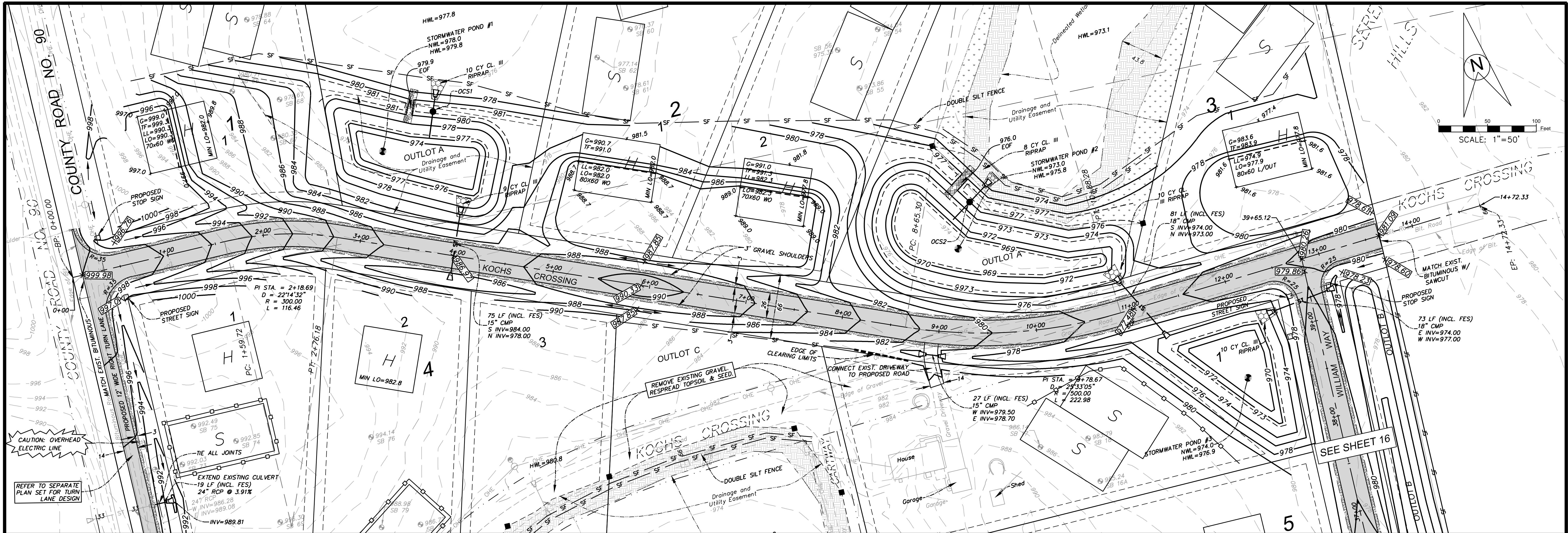
LEGEND

 denotes *Pre-construction Silt Fence*  
 denotes *Construction Fence*  
 denotes *Cat. 25 Erosion Control Blanket*  
 denotes *Proposed Conservation Easement Sign, Typ.*



<b>REV. NO.</b>	<b>DATE</b>	<b>BY</b>	<b>DESCRIPTION</b>	<b>DESIGNED</b>	<b>DRAWN</b>	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.  Paul E. Otto License # 40062 Date: 6-8-22	 <p>www.ottoassociates.com 9 West Division Street Buffalo, MN 55313 (763)682-4727 Fax: (763)682-3522</p>	<b>KOCH FARM SANCTUARY</b> TOM KOCH INDEPENDENCE, MN	<b>STORMWATER POLLUTION PREVENTION PLAN (SOUTH)</b> PROJECT NO: 18-0199
1	6-8-22	T.J.B.	CLEARING LIMITS, BERM, OCS	P.E.O.	T.J.B.				SHEET NO. 12 OF 20 SHEETS DATE: 6-3-22





REV. NO.	DATE	BY	DESCRIPTION
1	6-8-22	T.J.B.	CLEARING LIMITS, BERM, OCS
2	9-23-22	T.J.B.	COUNTY ROAD NO. 90 PROPOSED RIGHT TURN LANE GRADING

DESIGNED	DRAWN	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.	
P.E.O.	T.J.B.		
CHECKED			
P.E.O.			

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**KOCH FARM SANCTUARY**  
TOM KOCH  
INDEPENDENCE, MN

**STREET & STORM SEWER PLAN**  
**KOCHS CROSSING**  
**SHEET NO. 13 OF 20 SHEETS**

PROJECT NO:  
**18-0199**  
DATE:  
**6-3-22**

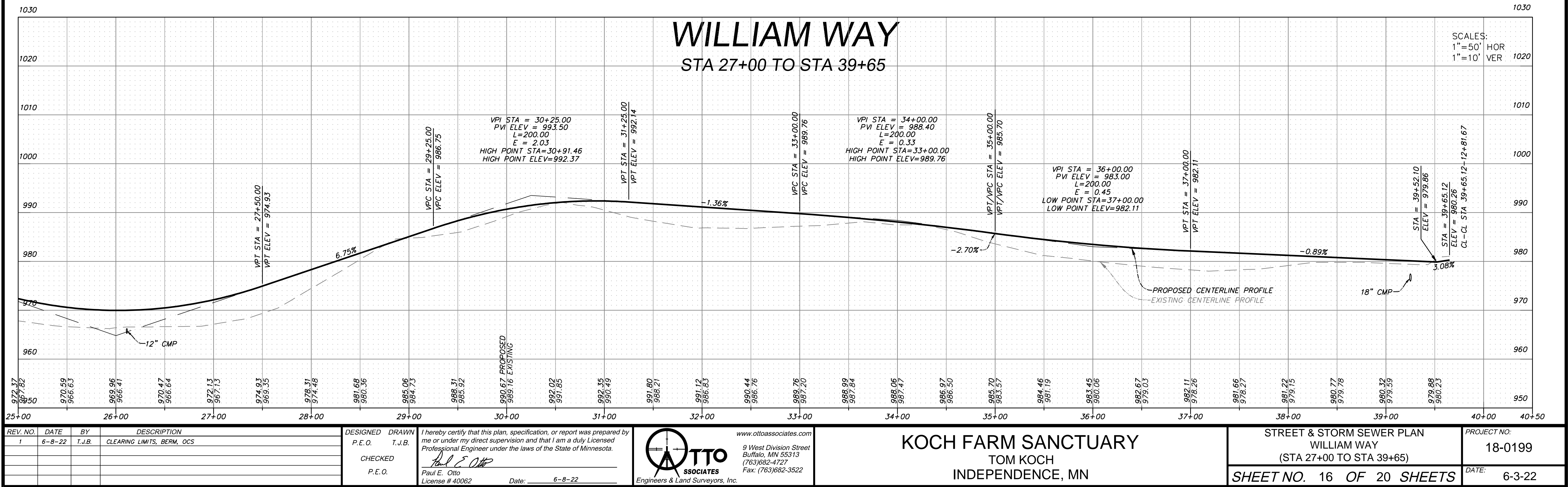
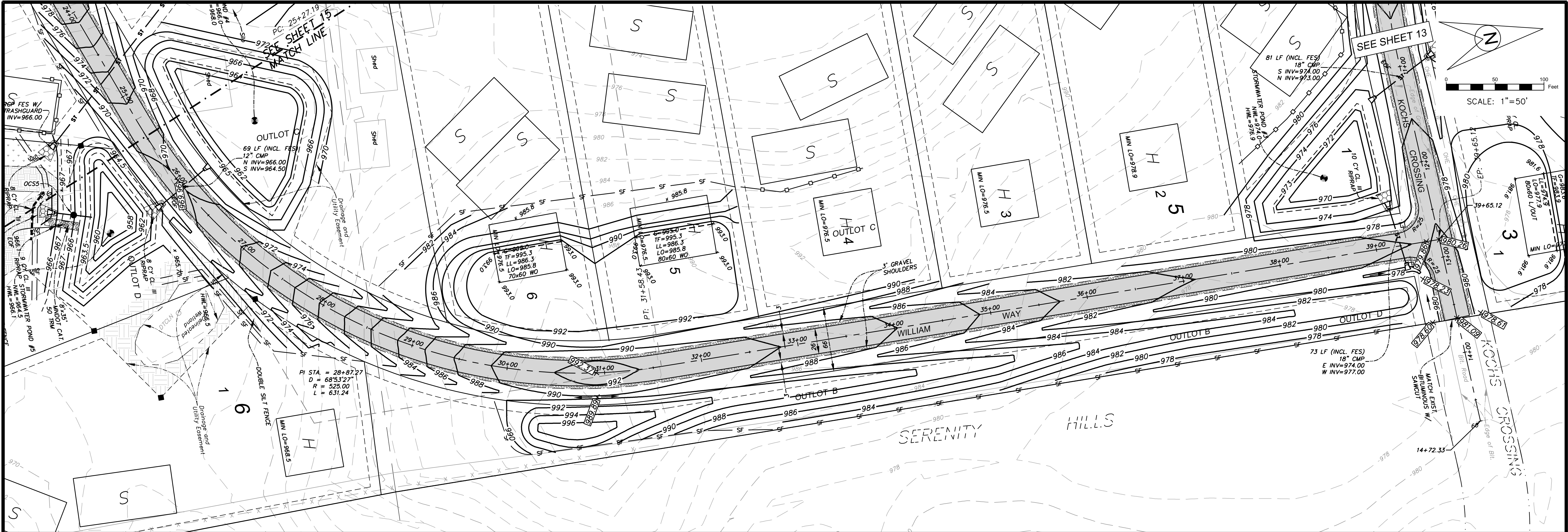




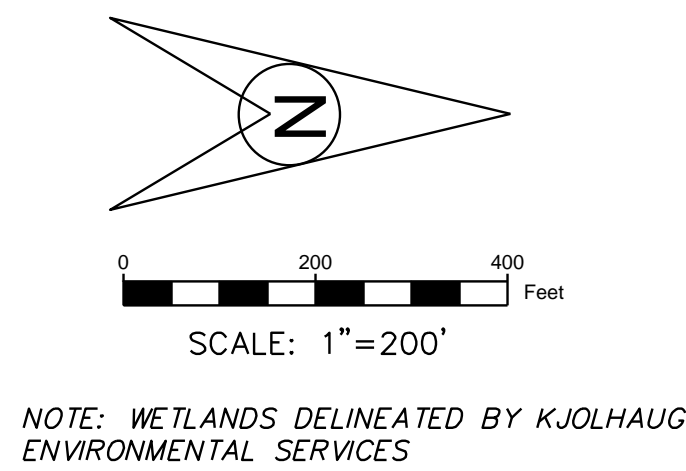
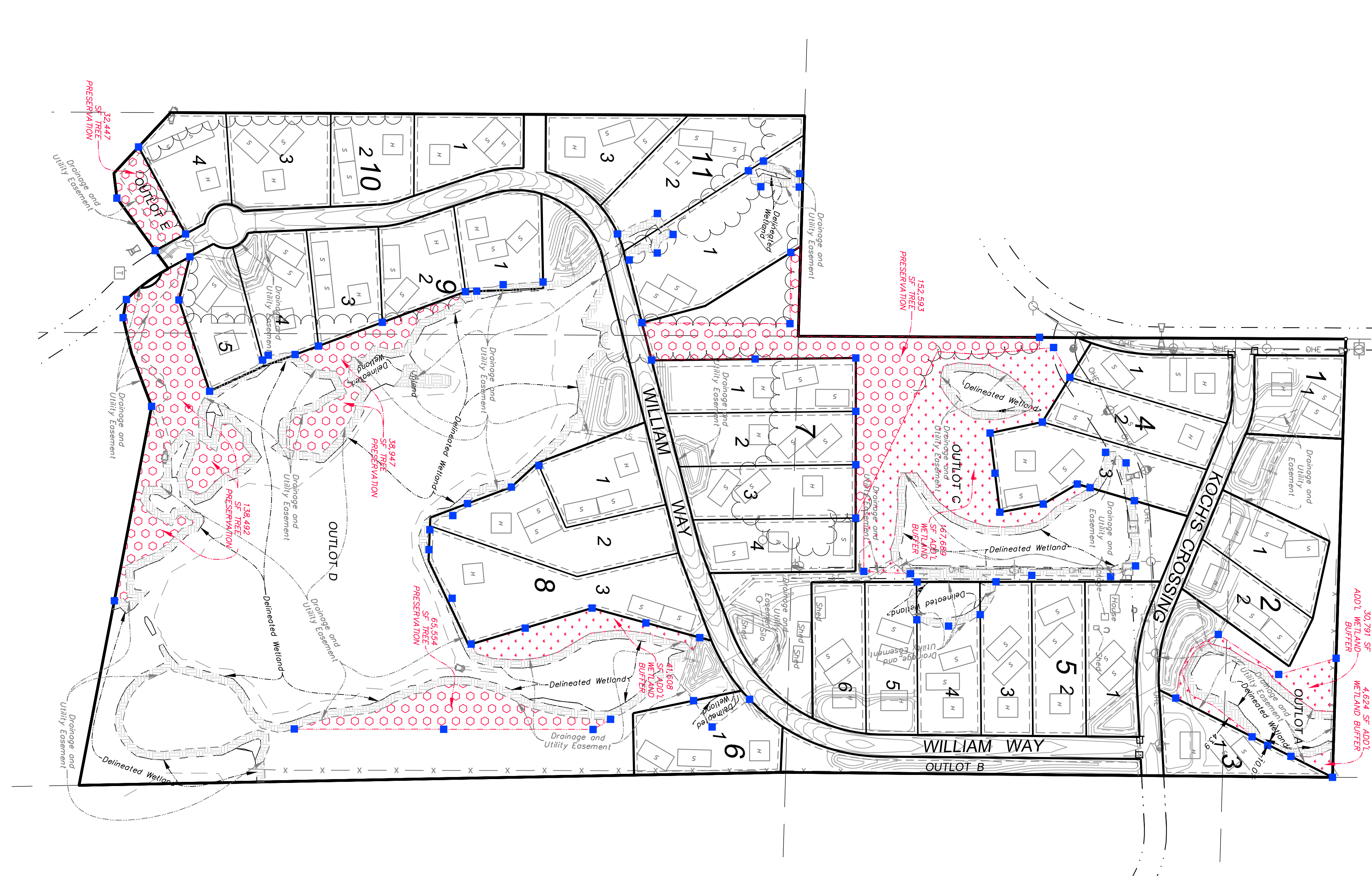




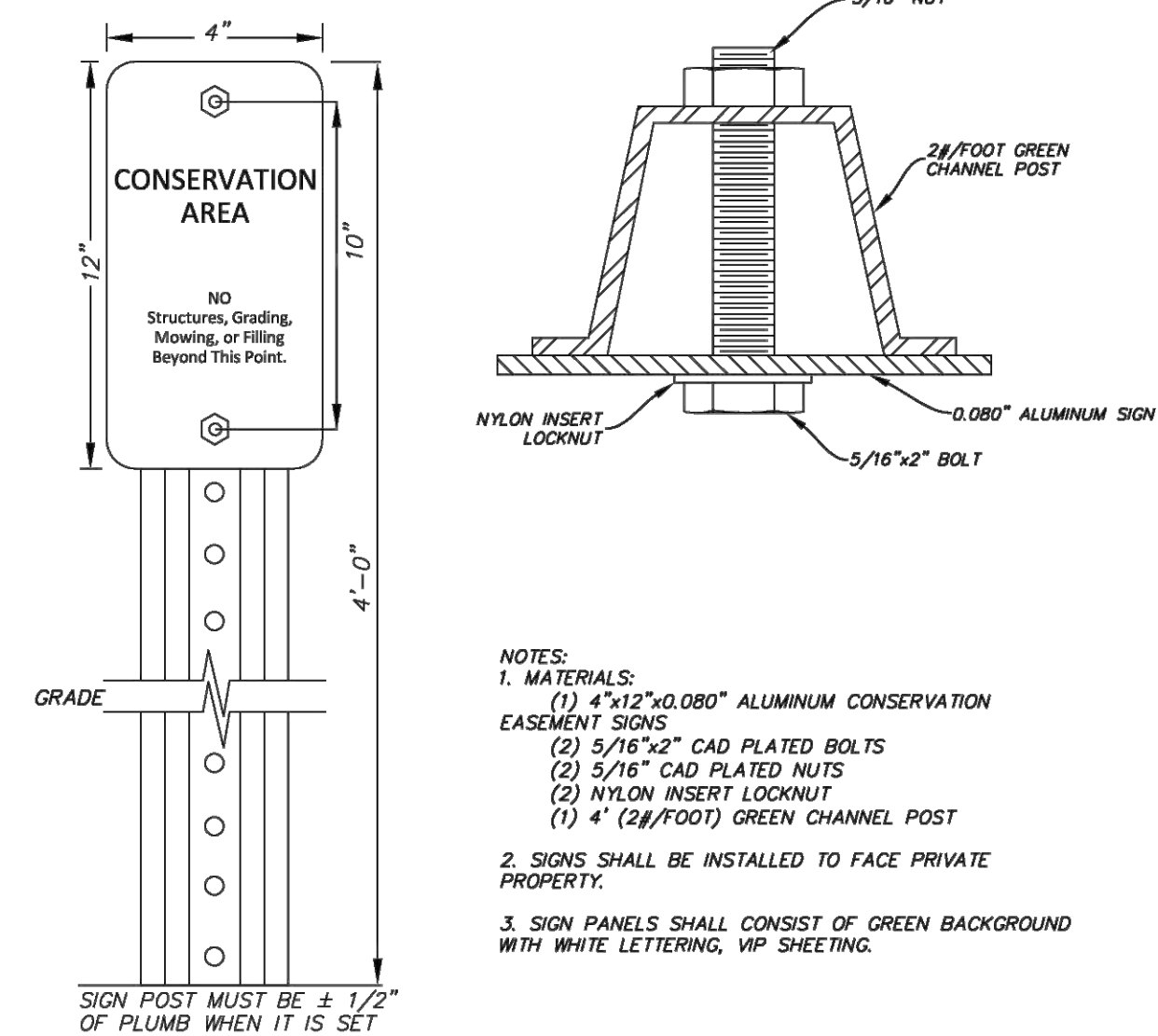








- LEGEND**
- denotes Existing Telephone Pedestal
  - denotes Existing Power Pole
  - denotes Existing Overhead Electric Line
  - denotes Existing Fence Line
  - denotes Wetland
  - denotes Possible Septic Area
  - denotes Possible House Pad Location
  - denotes Additional Wetland Buffer  
Total = 244,712 SF
  - denotes 25' Wetland Buffer
  - denotes Existing Edge of Woods
  - denotes Tree Preservation Area  
Total = 428,033 SF
  - denotes Proposed Conservation Easement Sign, Typ.



CONSERVATION EASEMENT  
MONUMENTATION SIGN DETAIL

REV. NO.	DATE	BY	DESCRIPTION
1	6-8-22	T.J.B.	CLEARING LIMITS, BERM, OCS
2	9-23-22	T.J.B.	COUNTY ROAD NO. 90 PROPOSED RIGHT TURN LANE GRADING
3	12-14-22	T.J.B.	LOT NUMBERS

DESIGNED DRAWN  
P.E.O. T.R.K.  
  
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Paul E. Otto  
License # 40062 Date: 12-14-22

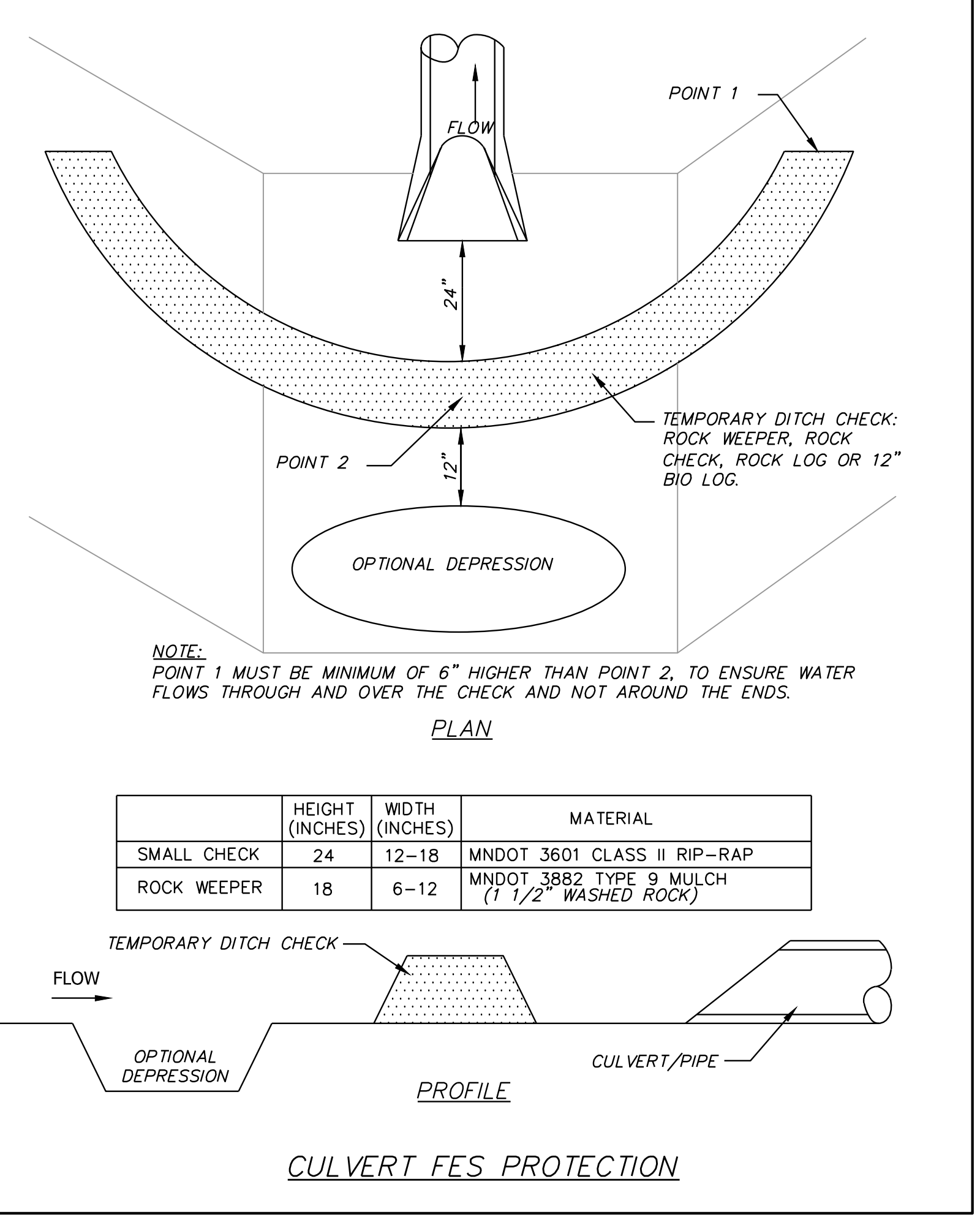
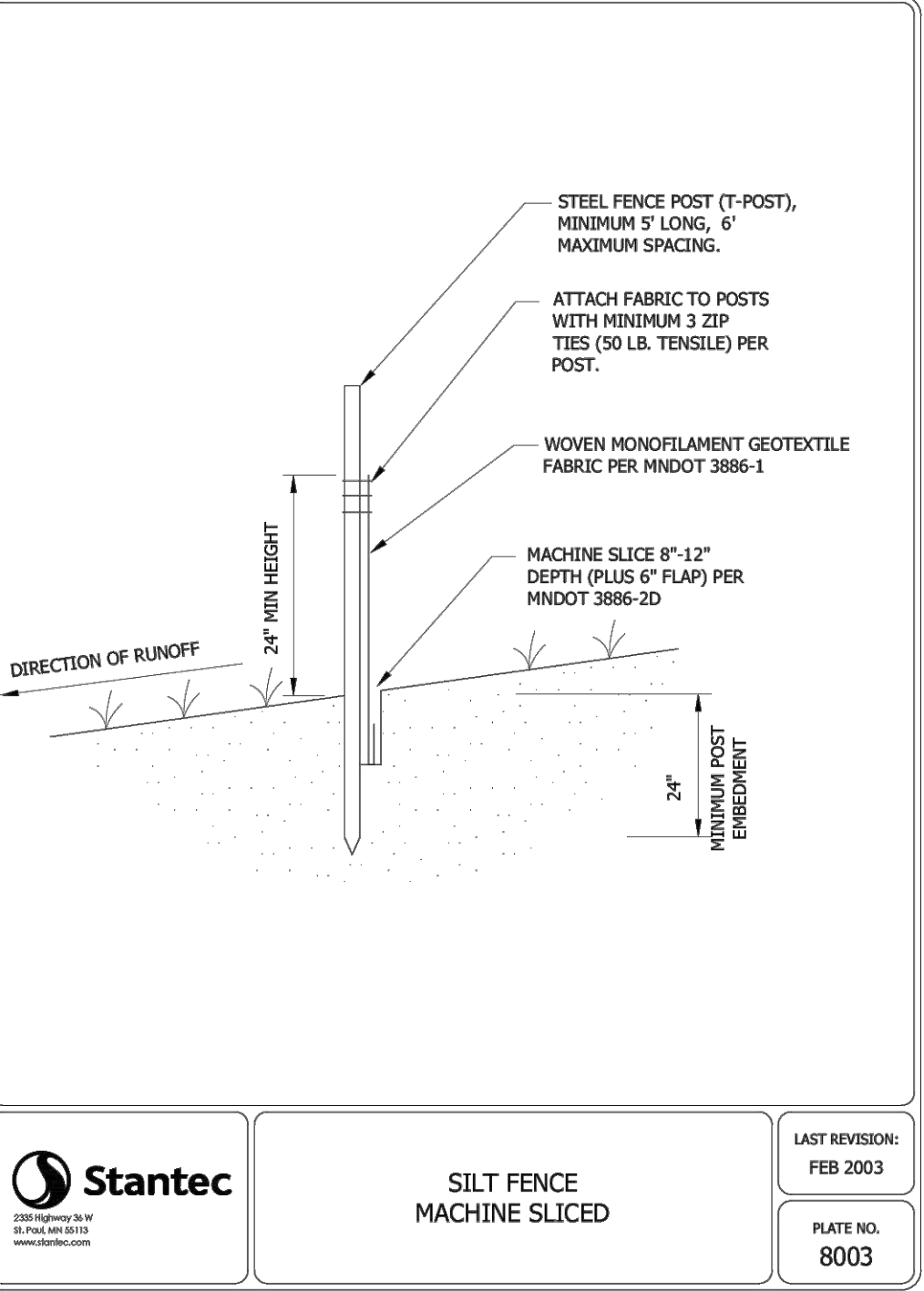
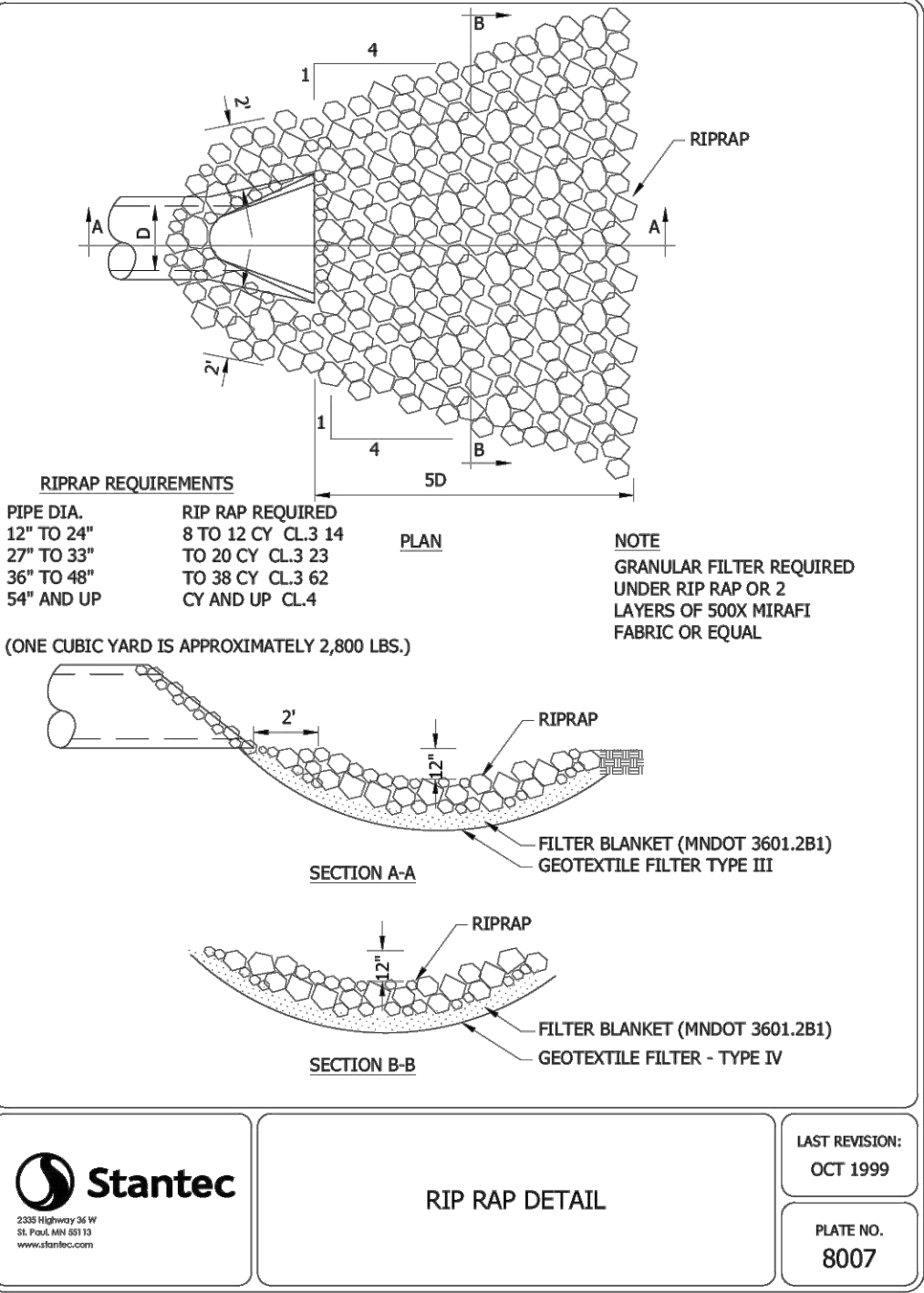
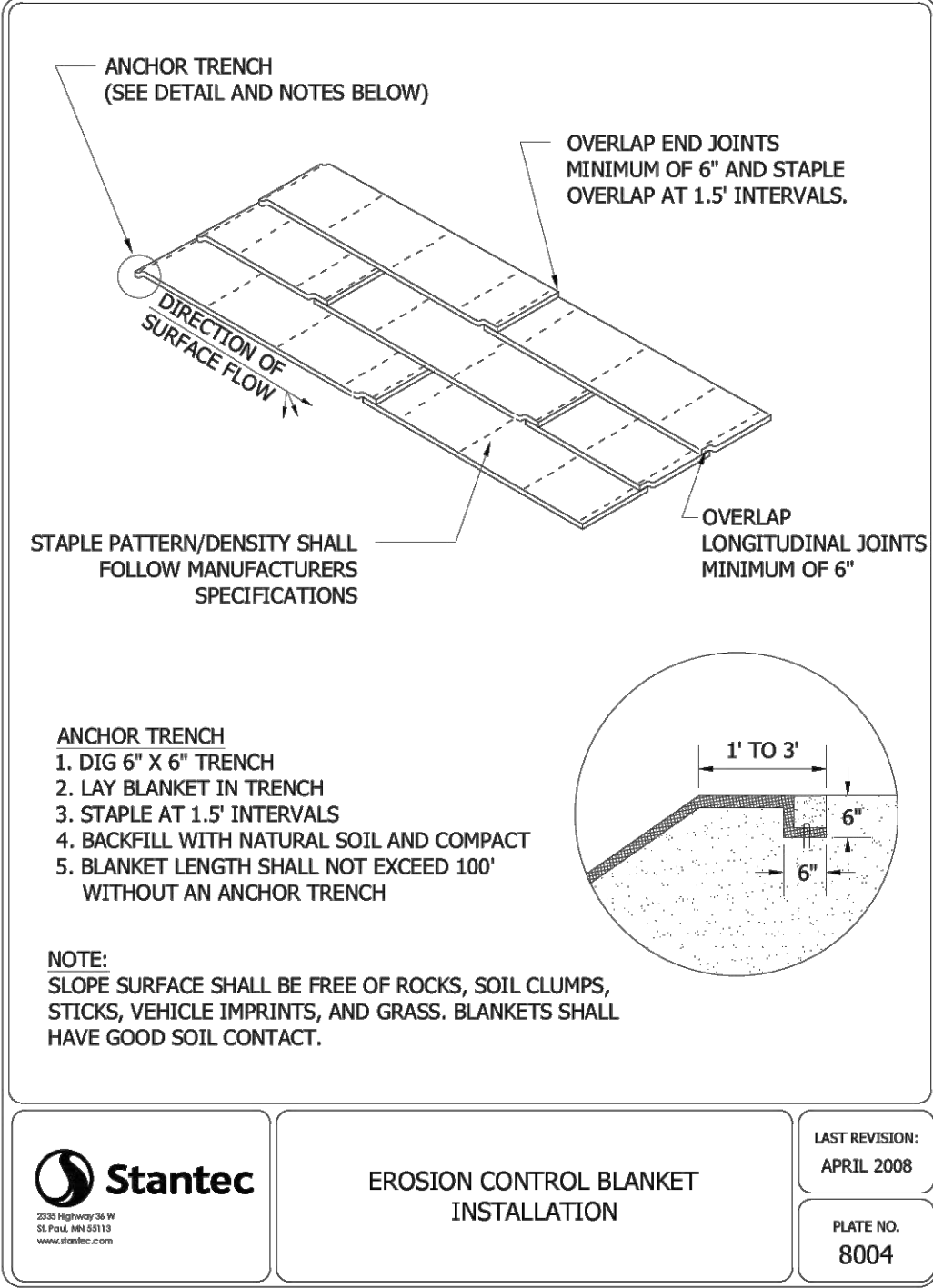
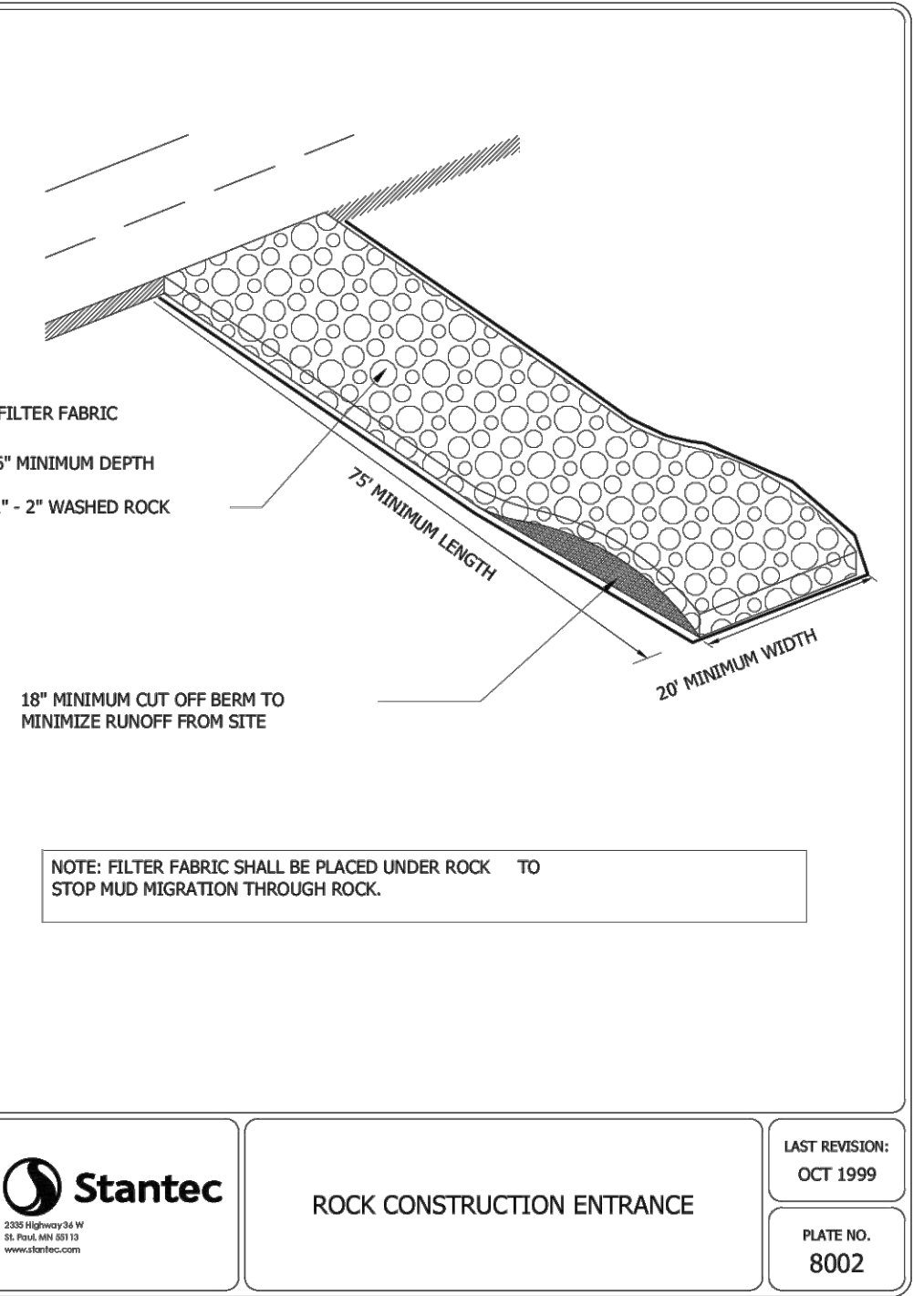
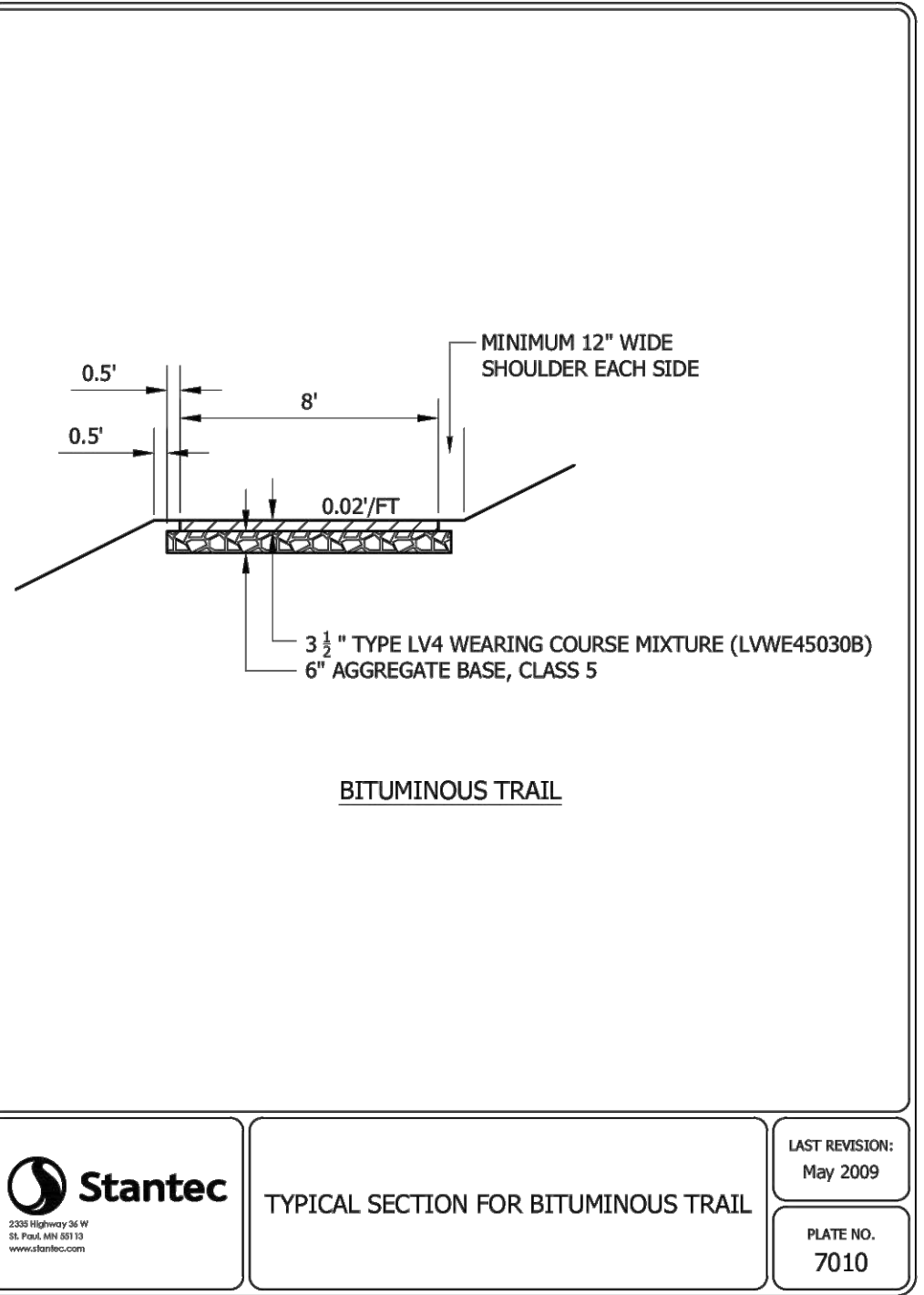
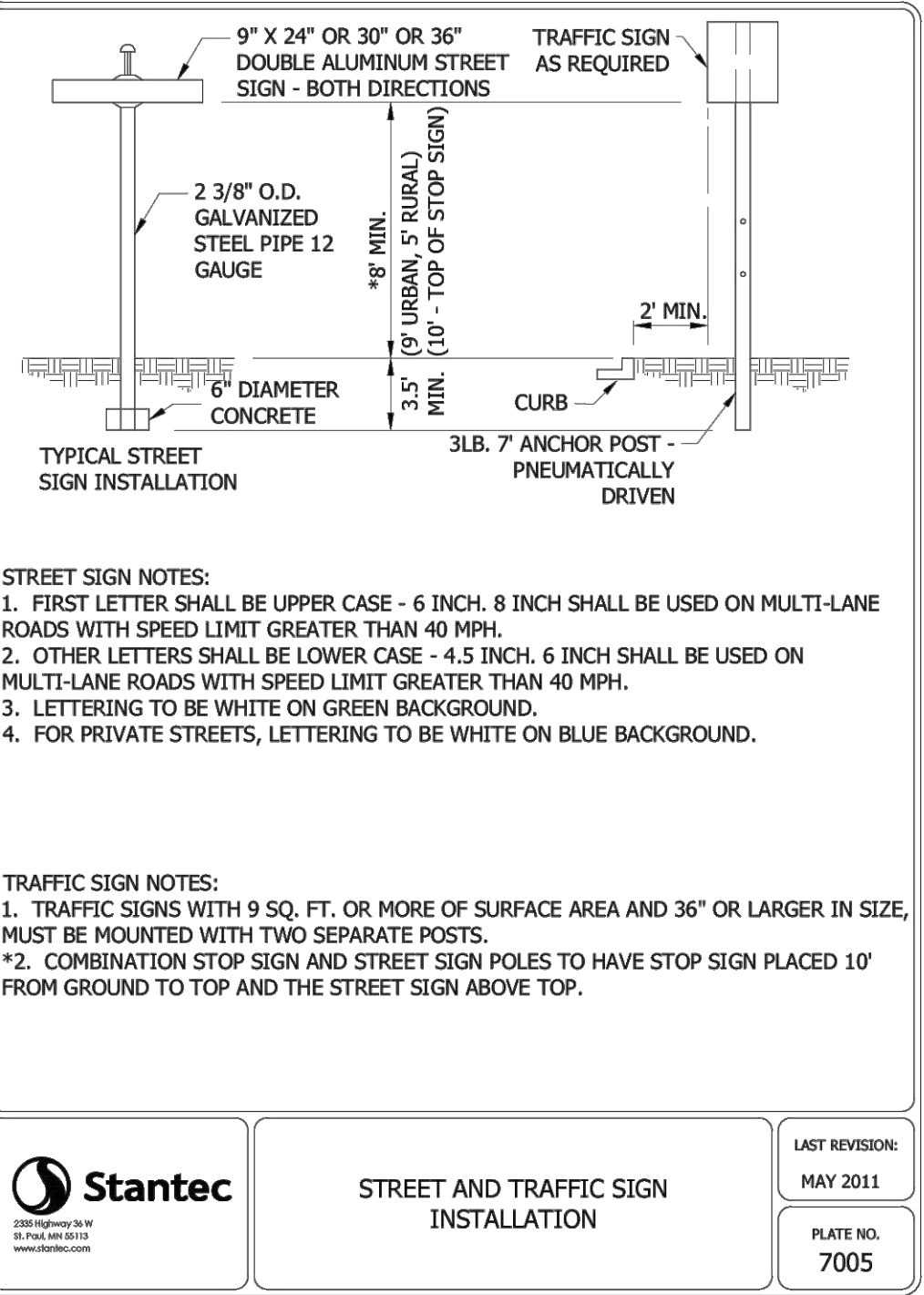
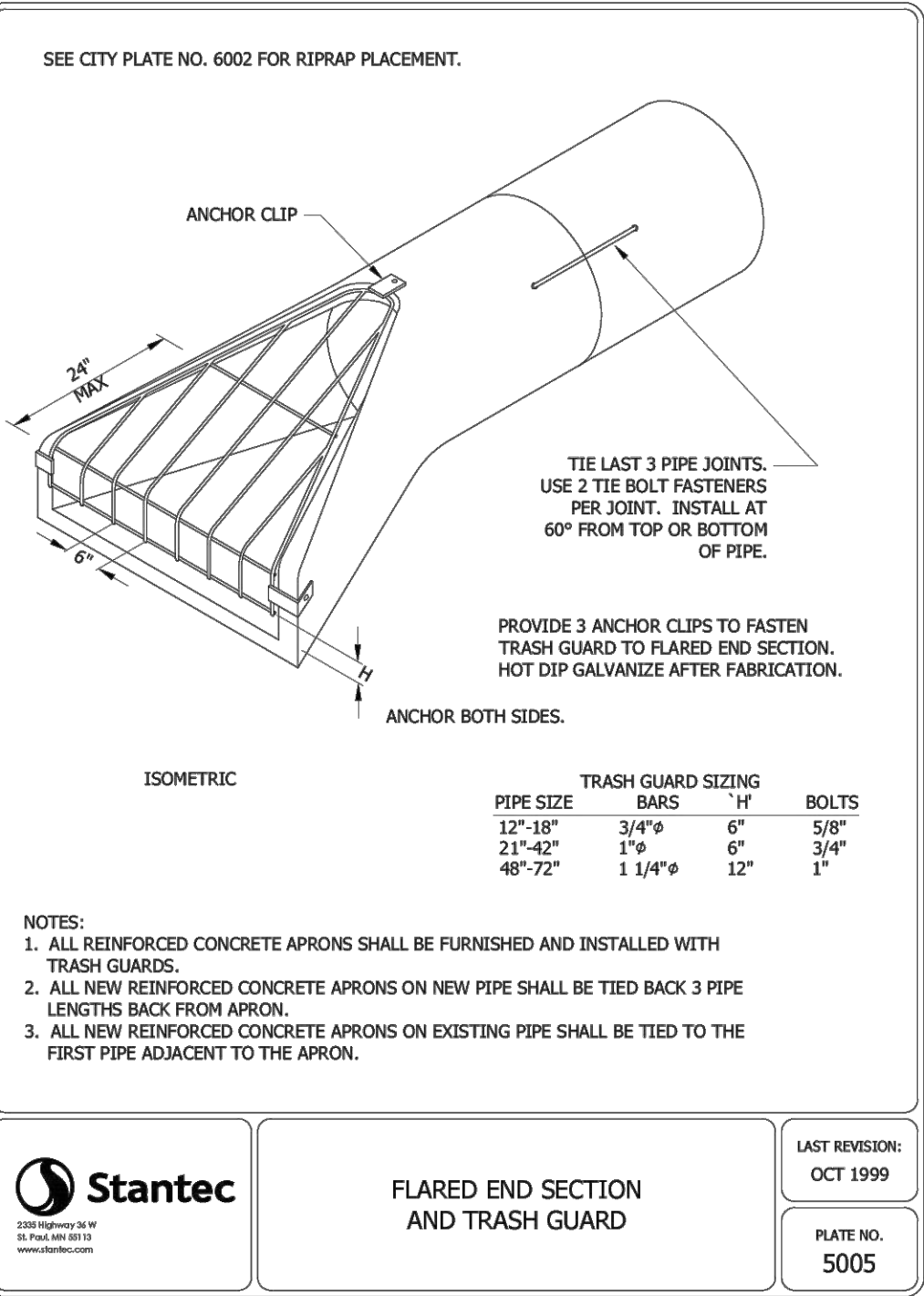
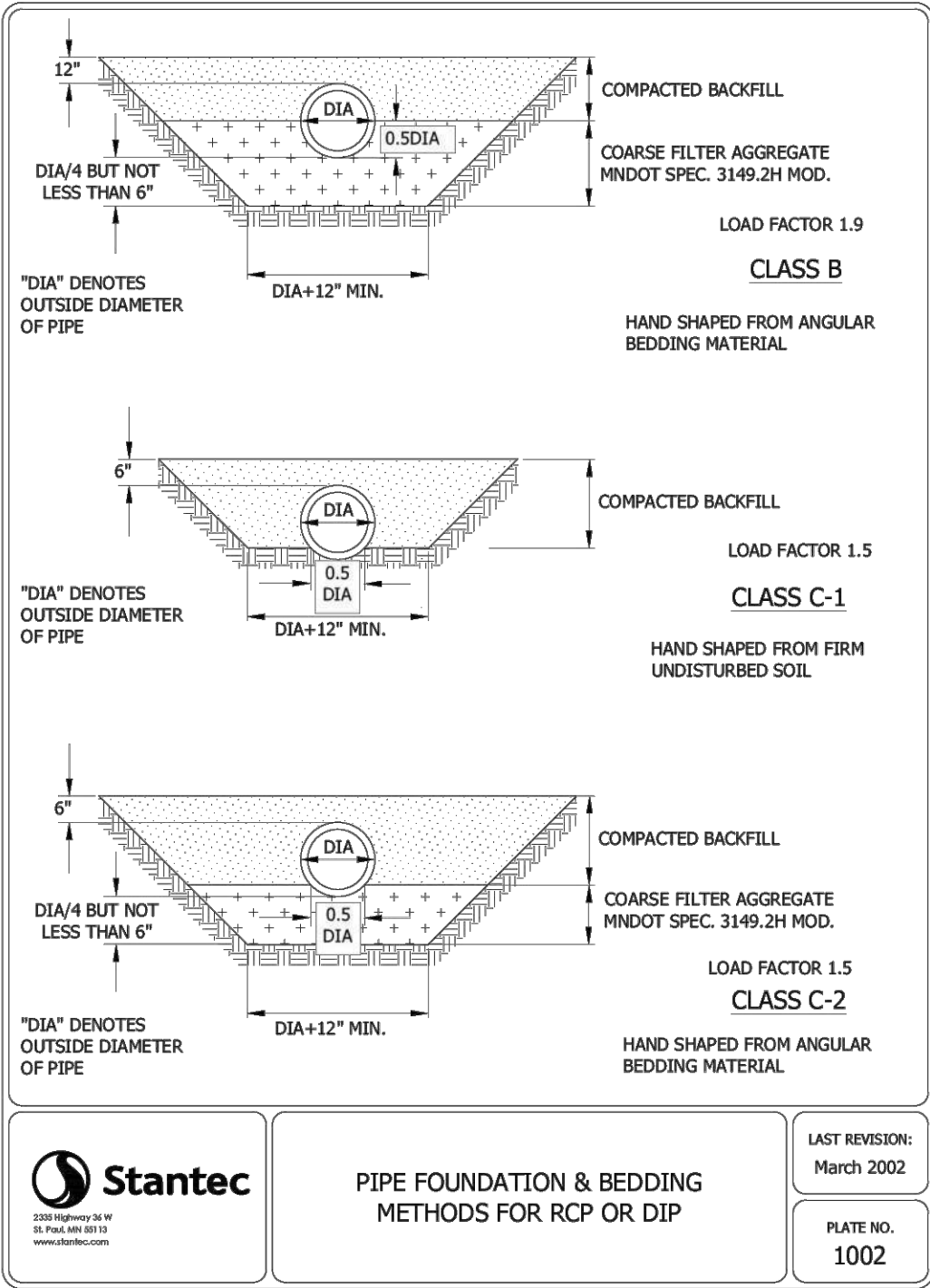
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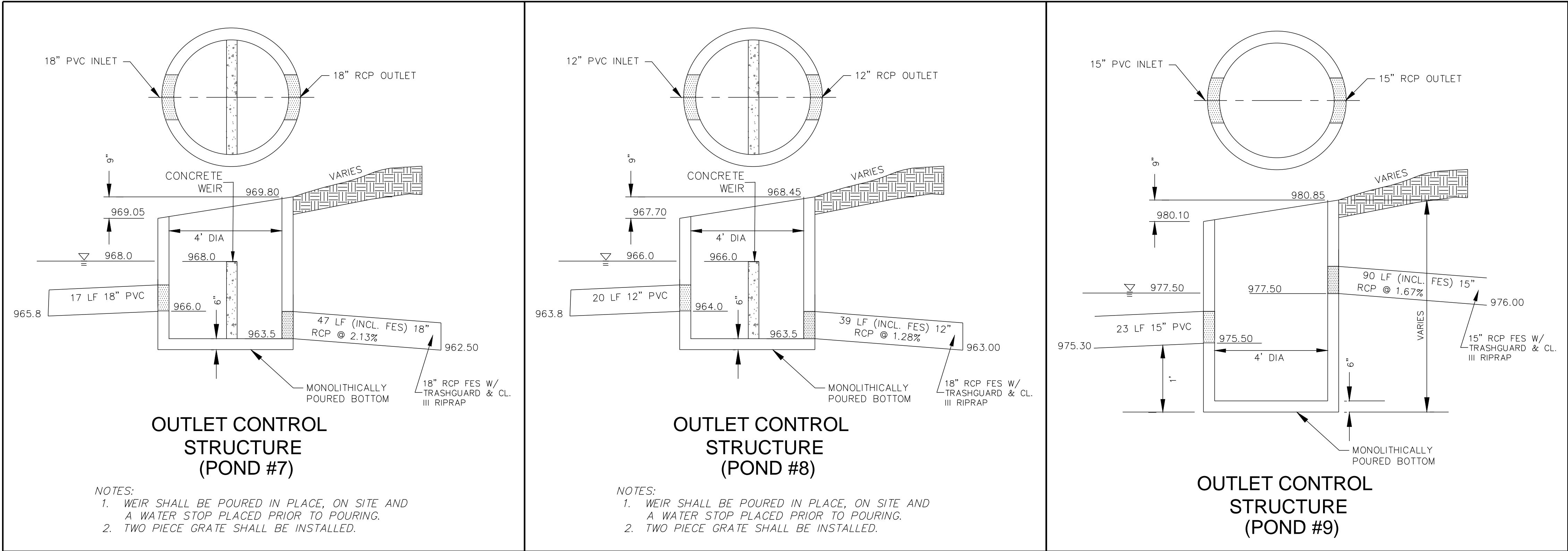
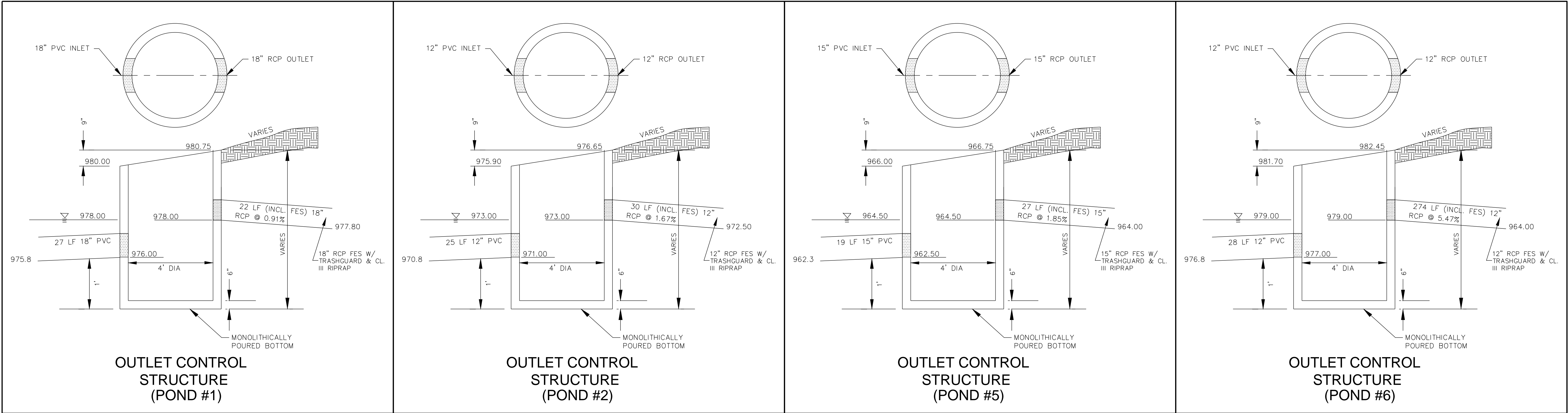
KOCH FARM SANCTUARY  
TOM KOCH  
INDEPENDENCE, MN

WETLAND BUFFER & TREE  
PRESERVATION PLAN  
  
SHEET NO. 17 OF 20 SHEETS

PROJECT NO:  
18-0199  
DATE: 6-3-22







REV. NO.	DATE	BY	DESCRIPTION
1	6-8-22	T.J.B.	CLEARING LIMITS, BERM, OCS

DESIGNED	DRAWN
P.E.O.	T.J.B.
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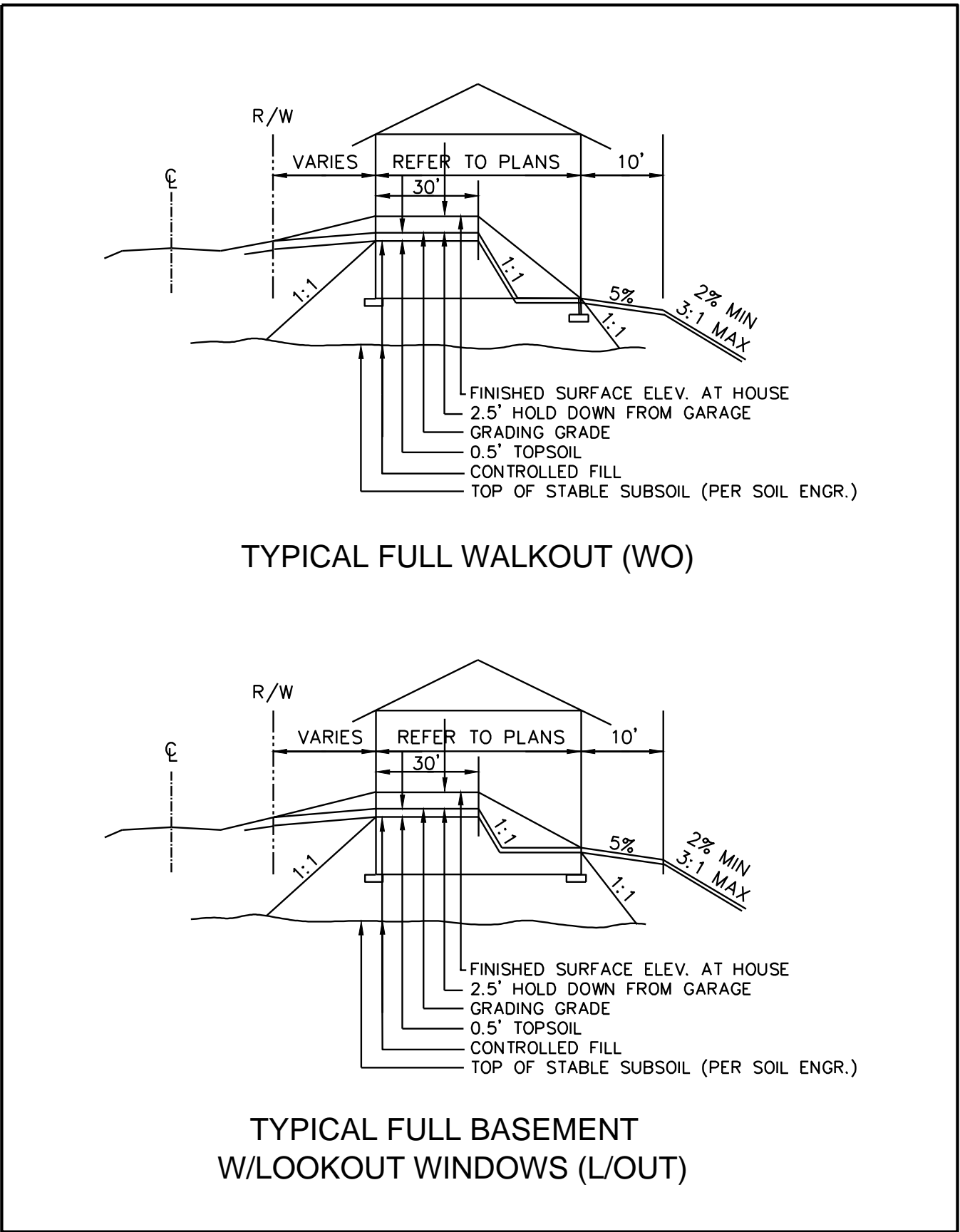
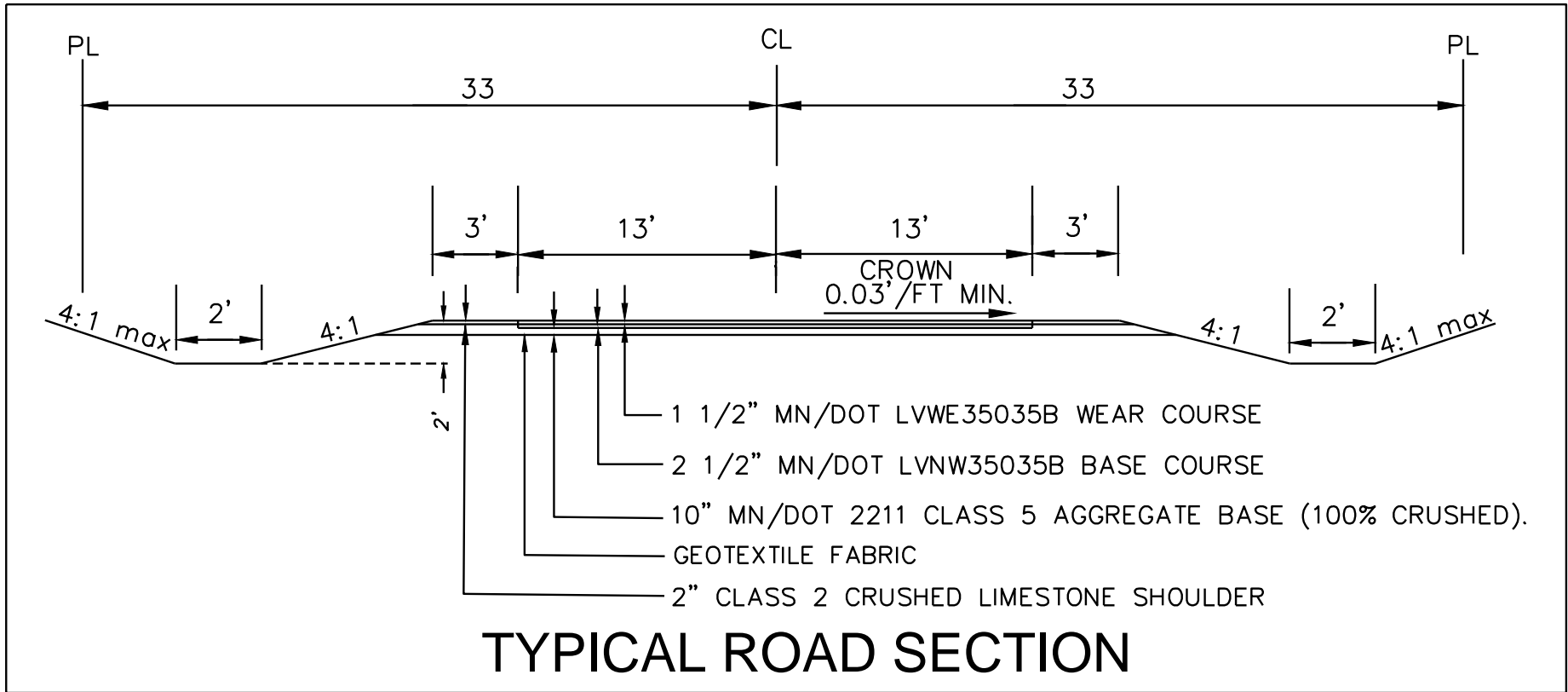
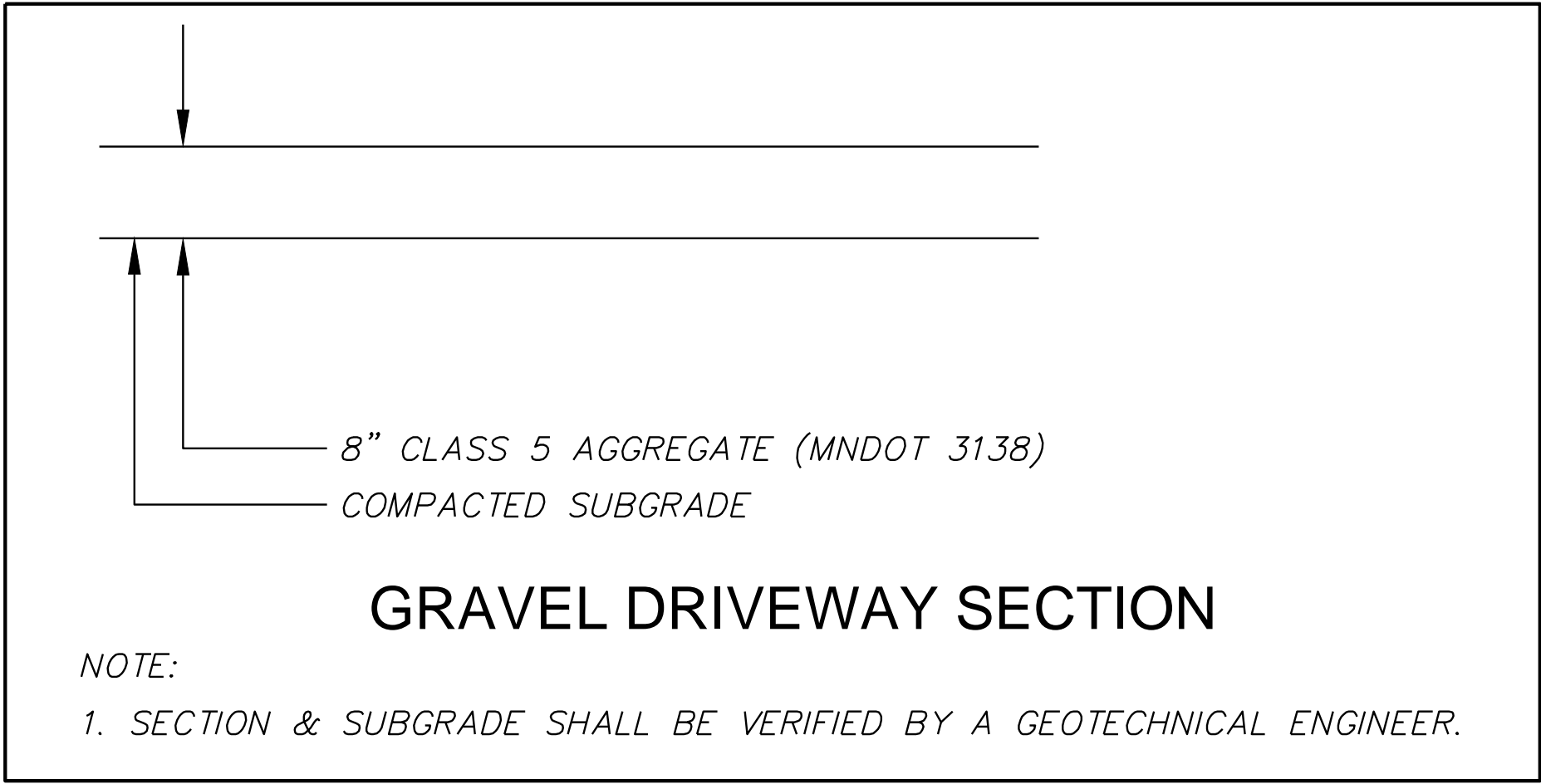
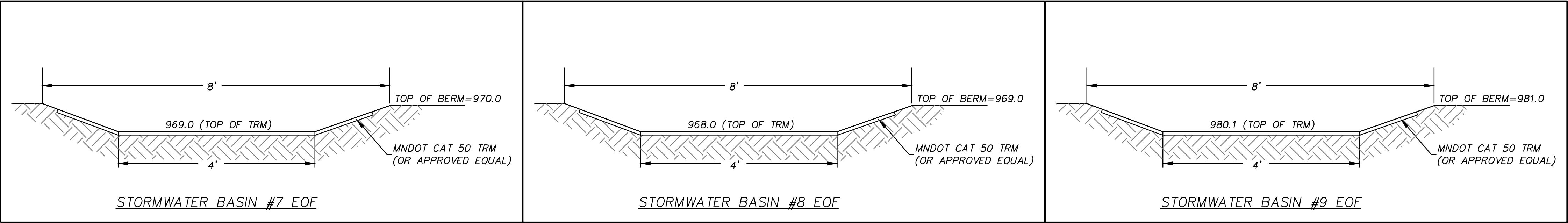
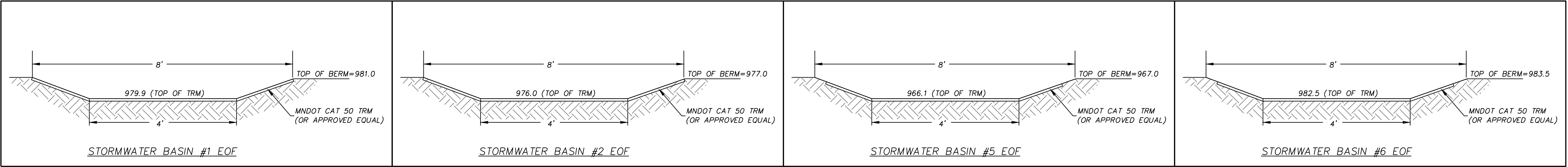


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KOCH FARM SANCTUARY  
TOM KOCH  
INDEPENDENCE, MN

DETAILS
SHEET NO. 19 OF 20 SHEETS

PROJECT NO:	18-0199
DATE:	6-3-22



REV. NO.	DATE	BY	DESCRIPTION

DESIGNED	DRAWN
P.E.O.	T.J.B.
CHECKED	
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License # 40062

Date: 6-3-22

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DETAILS
SHEET NO. 20 OF 20 SHEETS

PROJECT NO:	18-0199
DATE:	6-3-22



# HENNEPIN COUNTY

## CITY OF INDEPENDENCE

### COUNTY ROAD NO. 90 TURN LANE PLAN

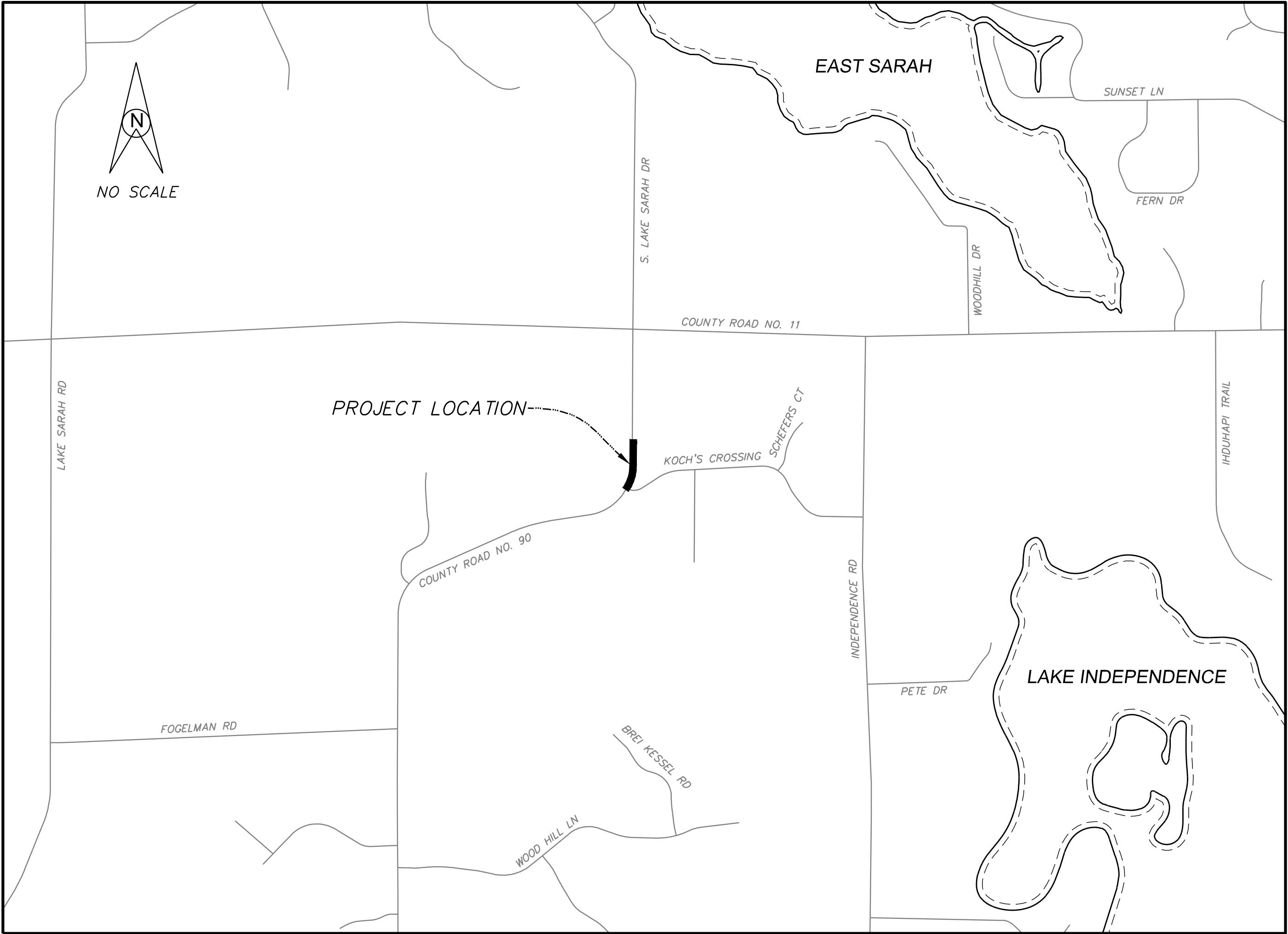
LOCATED AT: ON COUNTY ROAD NO. 90 BETWEEN KOCH’S CROSSING AND COUNTY ROAD NO. 11 (GEOGRAPHIC DESCRIPTION)

CONSTRUCTION PLAN FOR GRADING, AGGREGATE BASE, AND BITUMINOUS

APPROVED \_\_\_\_\_ 2022  
CITY OF INDEPENDENCE ENGINEER

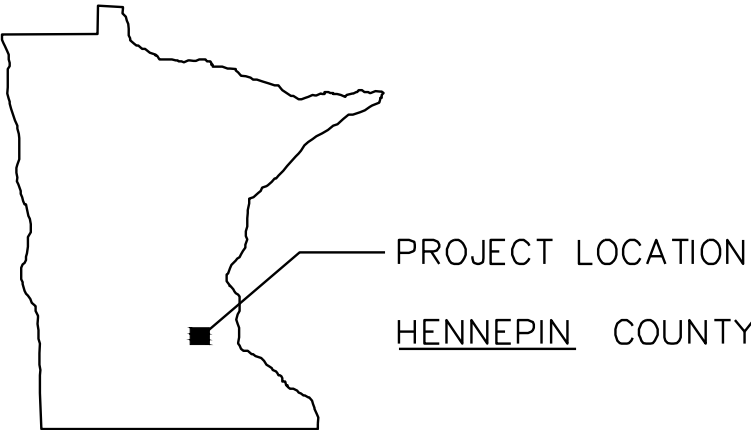
APPROVED \_\_\_\_\_ 2022  
HENNEPIN COUNTY ENGINEER

RECOMMENDED FOR APPROVAL \_\_\_\_\_ 2022  
HENNEPIN COUNTY DESIGN DIVISION ENGINEER



GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN. ALL TRAFFIC CONTROL SIGNING AND DEVICES SHALL CONFORM TO THE MMUTCD, INCLUDING THE FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.



#### SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	TYPICAL SECTION & CONSTRUCTION NOTES
3	REMOVAL, EROSION CONTROL, & TURF ESTABLISHMENT PLAN – COUNTY ROAD NO. 90
4	TURNING LANE – GRADING PLAN
5	CONSTRUCTION PLAN & PROFILE – COUNTY ROAD NO. 90
6	CROSS SECTIONS
7	CROSS SECTIONS
8	CROSS SECTIONS

REV. NO.	DATE	BY	DESCRIPTION
1	7-19-22	T.J.B.	REVISED PER COUNTY REVIEW
2	8-11-22	T.J.B.	REVISED PER COUNTY REVIEW

DESIGNED DRAWN  
P.E.O. T.J.B.

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Paul E. Otto  
License # 40062 Date: 8-11-22



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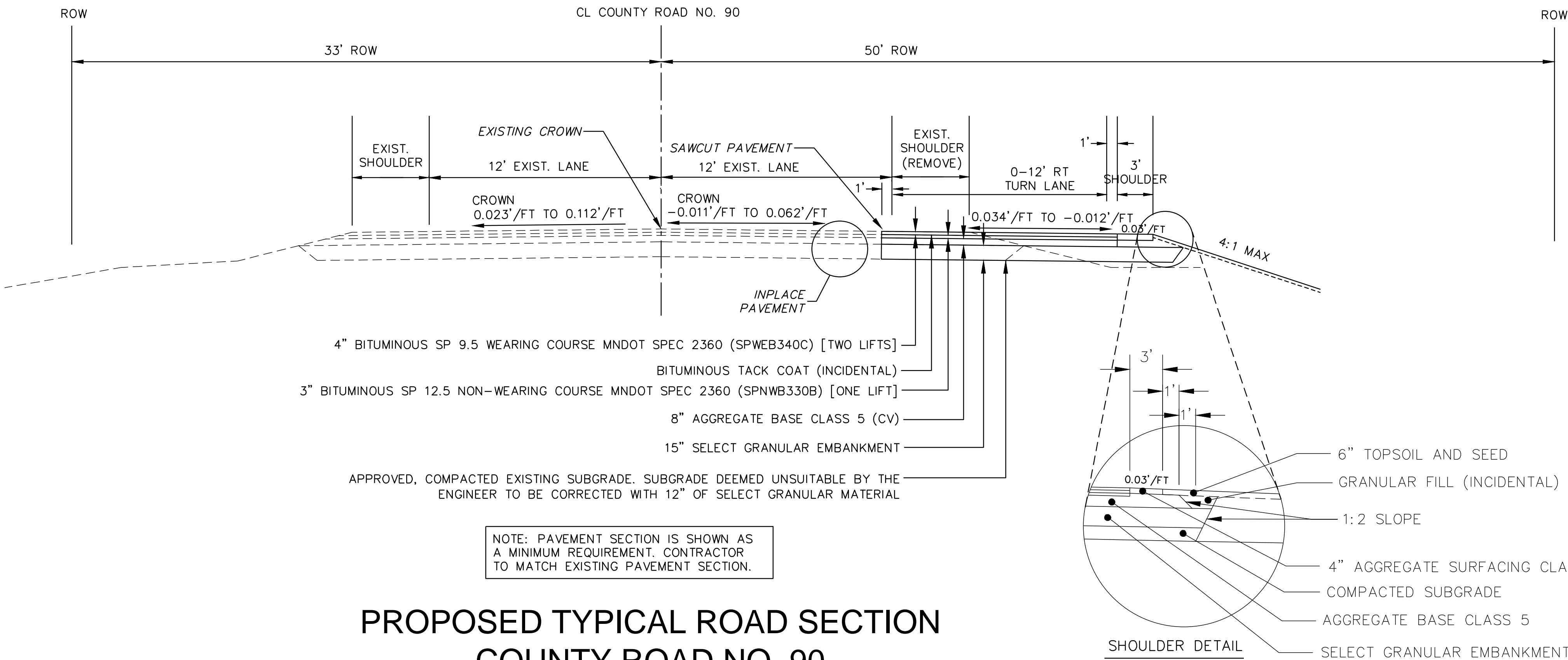
KOCH FARM SANCTUARY  
TOM KOCH  
INDEPENDENCE, MN

COVER SHEET

SHEET NO. 1 OF 8 SHEETS

PROJECT NO:  
18-0199

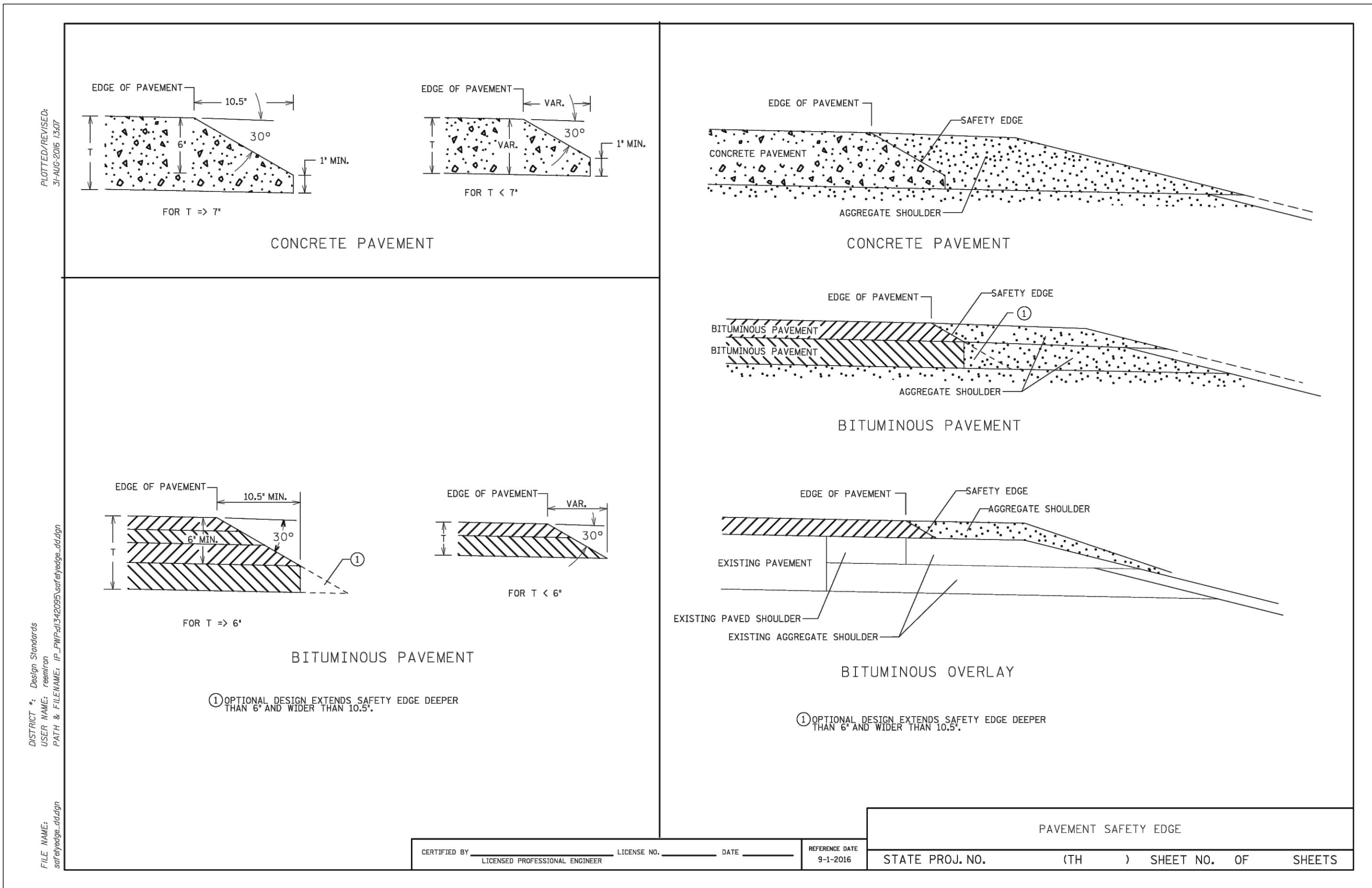
DATE:  
6-3-22



## PROPOSED TYPICAL ROAD SECTION COUNTY ROAD NO. 90

### GENERAL CONSTRUCTION NOTES

- WORK SHALL BE PERFORMED IN ACCORDANCE WITH:
  - THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE MN DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" (2020) AND BECOME FAMILIAR WITH THE CONTENTS PRIOR TO COMMENCING WORK, AND, UNLESS OTHERWISE NOTED, ALL WORK SHALL CONFORM AS APPLICABLE TO THESE STANDARDS AND SPECIFICATIONS.
  - THE LATEST EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, (MNDOT SPECIFICATIONS) AND ANY SUPPLEMENTS OR AMENDMENTS THERETO ISSUED PRIOR TO THE DATE OF THE CONTRACT DOCUMENTS, INCLUDING THE CURRENT MndOT 2360 PLANT MIXED ASPHALT PAVEMENT SPECIFICATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR TO CONSTRUCT THE ROAD AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES AND SPECIFICATIONS AND REQUIREMENTS. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL WITHIN THE PROJECT LIMITS.
- UNDERGROUND UTILITIES EXIST WITHIN THE PROJECT AREA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE 48 HOURS MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO THE START OF CONSTRUCTION AND COORDINATE THE WORK SCHEDULE WITH UTILITY COMPANY CREWS PERFORMING RELOCATION WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS AND BONDS IF REQUIRED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONSTRUCTION DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, GEOTECHNICAL REPORT AND SPECIAL CONDITIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
- ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.
- ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER DIRECTLY FROM THE TESTING AGENCY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING AS-BUILT INFORMATION WHICH SHALL BE RECORDED AS CONSTRUCTION PROGRESSES OR AT THE COMPLETION OF APPROPRIATE CONSTRUCTION INTERVALS AND SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE OWNER FOR THE PURPOSE OF CERTIFICATION TO JURISDICTIONAL AGENCIES AS REQUIRED. ALL AS-BUILT DATA SHALL BE COLLECTED BY A STATE OF MN PROFESSIONAL LAND SURVEYOR WHOSE SERVICES ARE ENGAGED BY THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.
- SHOULD CONTRACTOR ENCOUNTER ANY DEBRIS LADEN SOIL, STRUCTURES NOT IDENTIFIED IN THE DOCUMENTS, OR OTHER SOURCE OF POTENTIAL CONTAMINATION, THEY SHALL IMMEDIATELY CONTACT THE ENGINEER AND OWNER.
- SUITABLE GRADING MATERIAL ON THIS PROJECT SHALL CONSIST OF ALL SOILS ENCOUNTERED WITH THE EXCEPTION OF TOPSOIL, DEBRIS, ORGANIC MATERIAL, MUCK AND OTHER UNSTABLE MATERIAL.
- SUITABLE GRADING MATERIAL FROM ALL PORTIONS OF THE PROJECT SHALL BE USED IN FILL AREAS, AS REQUIRED, THROUGHOUT THE PROJECT.
- GRADING SHALL BE COMPLETED TO THE EXTENT POSSIBLE WITH ON-SITE SUITABLE MATERIAL. NO IMPORT OF SUITABLE GRADING MATERIAL WILL BE ALLOWED UNTIL ON-SITE, REUSABLE MATERIAL IS USED.
- GRADING: WHERE A PROPOSED ROADWAY BEGINS AT OR TERMINATES AT AN EXISTING ROADWAY, PROVIDE A VERTICAL NOTCH TO THE BOTTOM OF THE AGGREGATE OR BITUMINOUS BASE AND A 1:20 TAPER.
- PROVIDE 1:20 TAPERS BETWEEN LONGITUDINAL CHANGES IN SUBCUT DEPTHS.
- A NUCLEAR GAUGE SHALL NOT BE USED TO DETERMINE DENSITY OR MOISTURE CONTENT FOR QUALITY ASSURANCE OR VERIFICATION TESTING FOR ANY MATERIAL MEETING MNDOT SPEC. 2106, 2112, 2211, 2215, 2118, 2221, 2331, 2451, 2502, OR 2511. USE OF A NUCLEAR GAUGE FOR QUALITY CONTROL TESTING IS ALLOWED ACCORDING TO THE GRADING & BASE MANUAL.
- PROVIDE A UNIFORM TACK COAT (INCIDENTAL) BETWEEN ALL BITUMINOUS LAYERS AND PRIOR TO PLACING ANY BITUMINOUS MIXTURES ON EXISTING PAVEMENT IN ACCORDANCE WITH SPECIFICATION 2357.
- STRIP AND REUSE AS SLOPE DRESSING ALL TOPSOIL AND EXISTING SLOPE DRESSING WHERE PRESENT IN AREAS TO BE DISTURBED BY CONSTRUCTION. ALL SLOPE DRESSING SHALL MEET THE REQUIREMENTS OF "TOPSOIL BORROW" (SPEC. 3877).
- COMPACTION OF AGGREGATE ITEMS SHALL BE BY THE "PENETRATION INDEX METHOD" AS DESCRIBED IN MNDOT SPEC. 2211.30.2.C. FOR RECYCLED AGGREGATE. SPECIFIED DENSITY METHOD SHALL BE USED FOR VIRGIN AGGREGATE ONLY.
- PROVIDE FOR A SAWCUT WHERE PLACING NEW PAVEMENT NEXT TO INPLACE PAVEMENT.
- PLACE A MINIMUM OF 6" TOPSOIL OR SLOPE DRESSING ON ALL AREAS DISTURBED BY CONSTRUCTION AND SCHEDULED FOR PERMANENT TURF ESTABLISHMENT UNLESS SPECIFIED OTHERWISE.
- USE MNDOT 2331 PAVEMENT JOINT ADHESIVE FOR ALL COLD JOINTS IN THE FINAL WEARING COURSE.



REV. NO.	DATE	BY	DESCRIPTION
1	7-19-22	T.J.B.	REVISED PER COUNTY REVIEW
2	8-11-22	T.J.B.	REVISED PER COUNTY REVIEW

DESIGNED	DRAWN
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License # 40062

Date: 8-11-22

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**KOCH FARM SANCTUARY**  
TOM KOCH  
INDEPENDENCE, MN

**TYPICAL SECTION &  
CONSTRUCTION NOTES**

**SHEET NO. 2 OF 8 SHEETS**

PROJECT NO:	18-0199
DATE:	6-3-22








**GENERAL REMOVAL NOTES:**

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION.
2. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITY STRUCTURES THAT ARE NOT BEING REMOVED OR DISCONNECTED.
3. CONTRACTOR TO VERIFY REMOVAL LIMITS WITH THE ENGINEER PRIOR TO SAWCUTTING.
4. ALL EXISTING ROADWAY AND STREET SIGNS WITHIN THE CONTRACT AREA SHALL BE SALVAGED BY THE CONTRACTOR FOR REINSTALLATION UPON COMPLETION OF CONSTRUCTION.

**EROSION CONTROL NOTES:**


1. ALL STREETS IN AND ADJACENT TO THE PROJECT SHALL REMAIN CLEAN AND PASSABLE AT ALL TIMES. ALL SEDIMENT AND DEBRIS SHALL BE REMOVED WITHIN 24 HOURS, OR AS OFTEN AS NEEDED TO ENSURE PUBLIC SAFETY.
2. ALL AREAS TEMPORARILY DISTURBED WILL BE MULCHED WITHIN THE FOLLOWING TIME FRAME UNLESS OTHERWISE NOTED.
  - WITHIN 7 DAYS ON ALL 3:1 SIDE SLOPES
  - WITHIN 14 DAYS ON ALL SLOPES BETWEEN 10:1 AND 3:1
3. DITCHES ARE TO BE STABILIZED WITHIN 24 HOURS.
4. EXCAVATING POND DEBRIS SHALL BE REMOVED TO STOCKPILES. DITCHES AND OTHER AREAS DRAINING TO THESE AREAS OF THE STATE SHALL ALSO BE STABILIZED WITHIN 24 HOURS.
5. THE CONTRACTOR SHALL PROVIDE APPROPRIATE EROSION AND SEDIMENT CONTROL DEVICES FOR STOCKPILES.
6. SILT FENCE SET FOLLOW, AS CLOSE AS POSSIBLE, TO A SINGLE CONTOUR LINE.
7. WHEN SEDIMENT DEPOSITS IN A WATER OF THE STATE THE MATERIAL MUST BE REMOVED WITHIN 72 HOURS.
8. CONSTRUCTION OF ANY EROSION CONTROL MEASURES OF THE FIELD ENGINEER PRIOR TO REMOVING EROSION CONTROL MEASURES AT OUTFALLS. INTERMITTENT REMOVAL OF CAPTURED SEDIMENT AND DEBRIS IN OUTFALLS TO THE SATISFACTION OF THE FIELD ENGINEER MAY BE DEEMED NECESSARY AND IS INCIDENTAL.

LEGEND

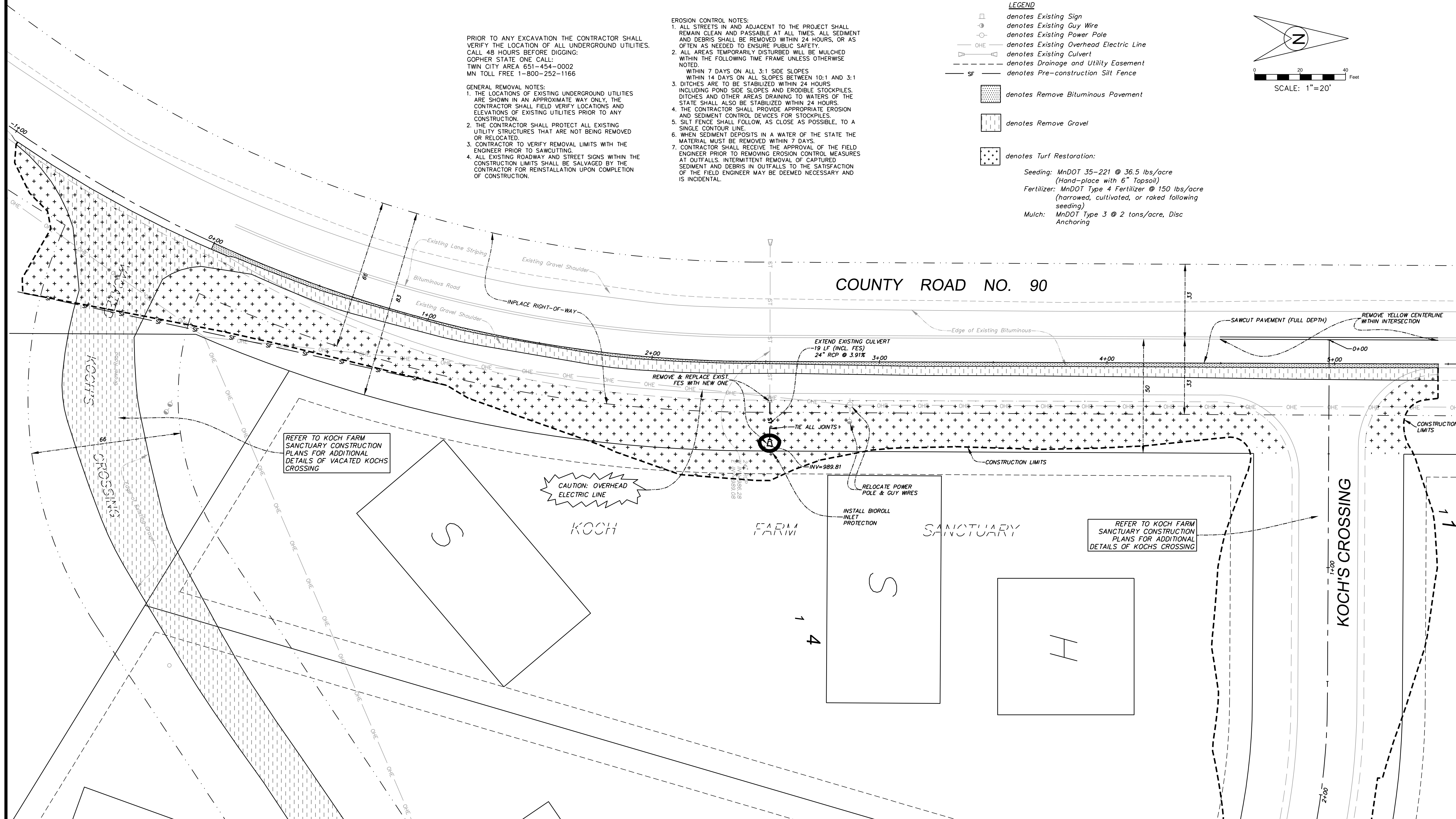
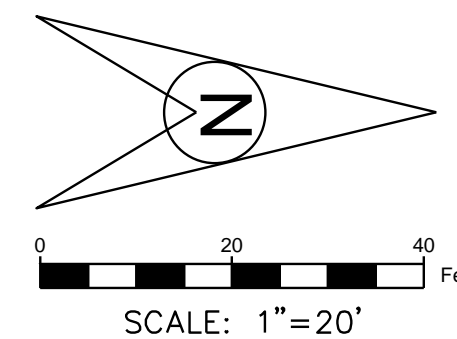
 denotes Existing Sign  
 denotes Existing Guy Wire  
 denotes Existing Power Pole  
 denotes Existing Overhead Electric Line  
 denotes Existing Culvert  
 denotes Drainage and Utility Easement  
 denotes Pre-construction Silt Fence

 denotes Remove Bituminous Pavement

 denotes Remove Gravel

 denotes Turf Restoration:


Seeding: MnDOT 35-221 @ 36.5 lbs/acre  
(Hand-place with 6" Topsoil)  
Fertilizer: MnDOT Type 4 Fertilizer @ 150 lbs/acre  
(harrowed, cultivated, or raked following  
seeding)  
Mulch: MnDOT Type 3 @ 2 tons/acre, Disc  
Anchoring



REV. NO.	DATE	BY	DESCRIPTION
1	7-19-22	T.J.B.	REVISED PER COUNTY REVIEW
2	8-11-22	T.J.B.	REVISED PER COUNTY REVIEW

DESIGNED	DRAWN
P.E.O.	T.J.B.
CHECKED	
P.E.O.	

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.

  
\_\_\_\_\_  
Paul E. Otto  
License # 40062 Date: 8-11-22



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Buffalo, MN 55313  
(763)682-4727  
Fax: (763)682-3522

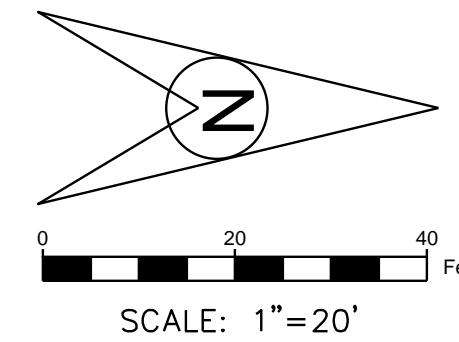
KOCH FARM SANCTUARY  
TOM KOCH  
INDEPENDENCE, MN

REMOVAL, EROSION CONTROL, &  
TURF ESTABLISHMENT PLAN  
COUNTY ROAD NO. 90

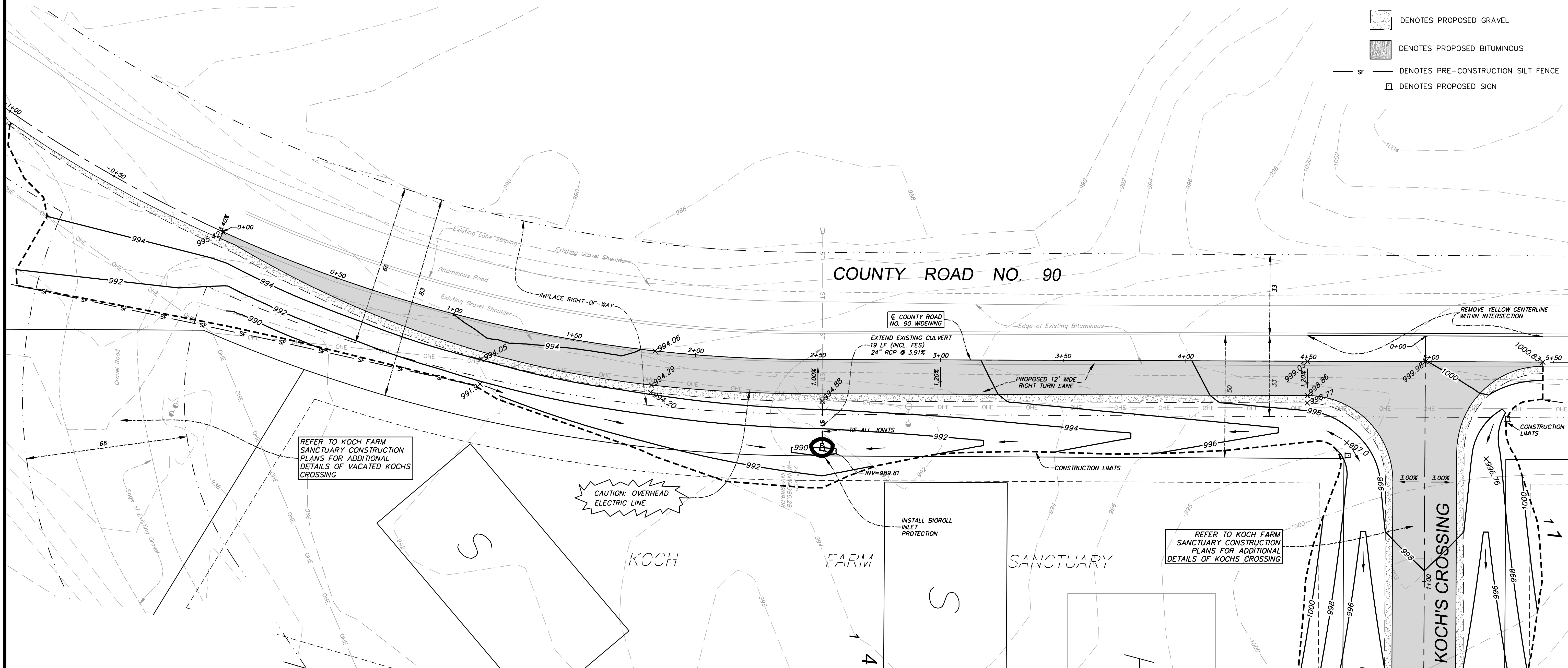
*SHEET NO. 3 OF 8 SHEETS*

PROJECT NO:	18-0199
DATE:	6-3-22





- LEGEND**
- 996 — denotes Existing Contour
  - 996.00 X denotes Existing Spot Elevation
  - 996 — denotes Proposed Contour
  - 996.5 X denotes Proposed Spot Elevation
  - > denotes Proposed Drainage
  - denotes Existing Sign
  - denotes Existing Guy Wire
  - denotes Existing Power Pole
  - OHE— denotes Existing Overhead Electric Line
  - >—> denotes Existing Culvert
  - - - denotes Drainage and Utility Easement
- DENOTES PROPOSED GRAVEL
- DENOTES PROPOSED BITUMINOUS
- SF — DENOTES PRE-CONSTRUCTION SILT FENCE
- DENOTES PROPOSED SIGN



REV. NO.	DATE	BY	DESCRIPTION
1	7-19-22	T.J.B.	REVISED PER COUNTY REVIEW
2	8-11-22	T.J.B.	REVISED PER COUNTY REVIEW

DESIGNED DRAWN  
P.E.O. T.J.B.

CHECKED  
P.E.O.

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.

*Paul E. Otto*  
Paul E. Otto  
License # 40062 Date: 8-11-22



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KOCH FARM SANCTUARY  
TOM KOCH  
INDEPENDENCE, MN

TURN LANE - GRADING PLAN

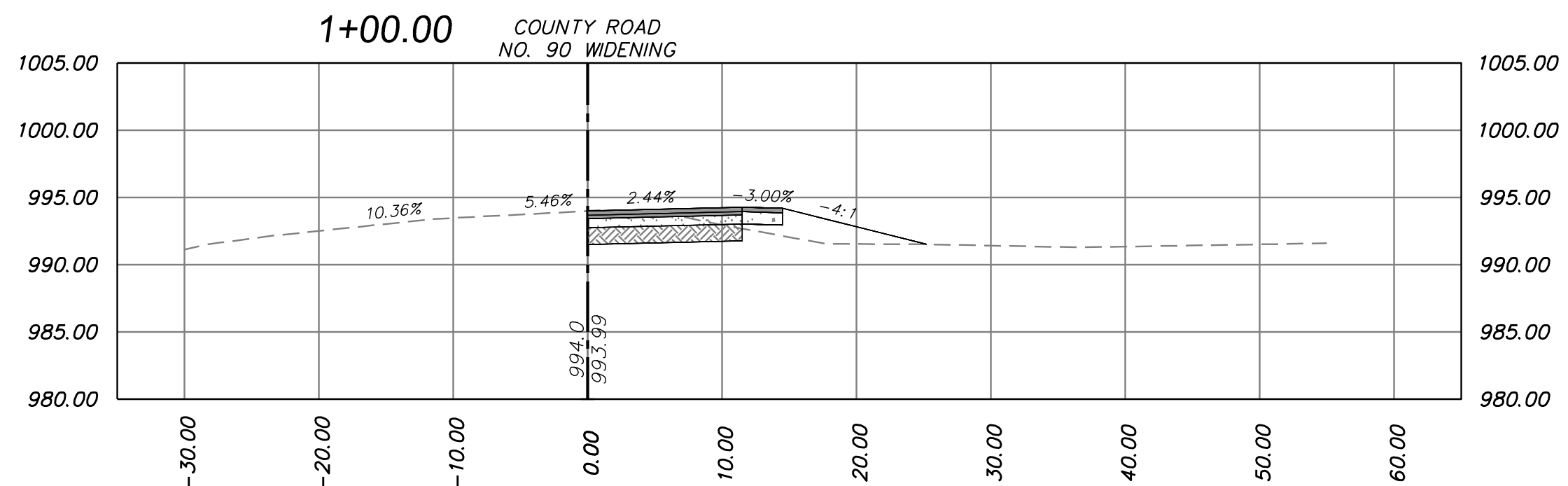
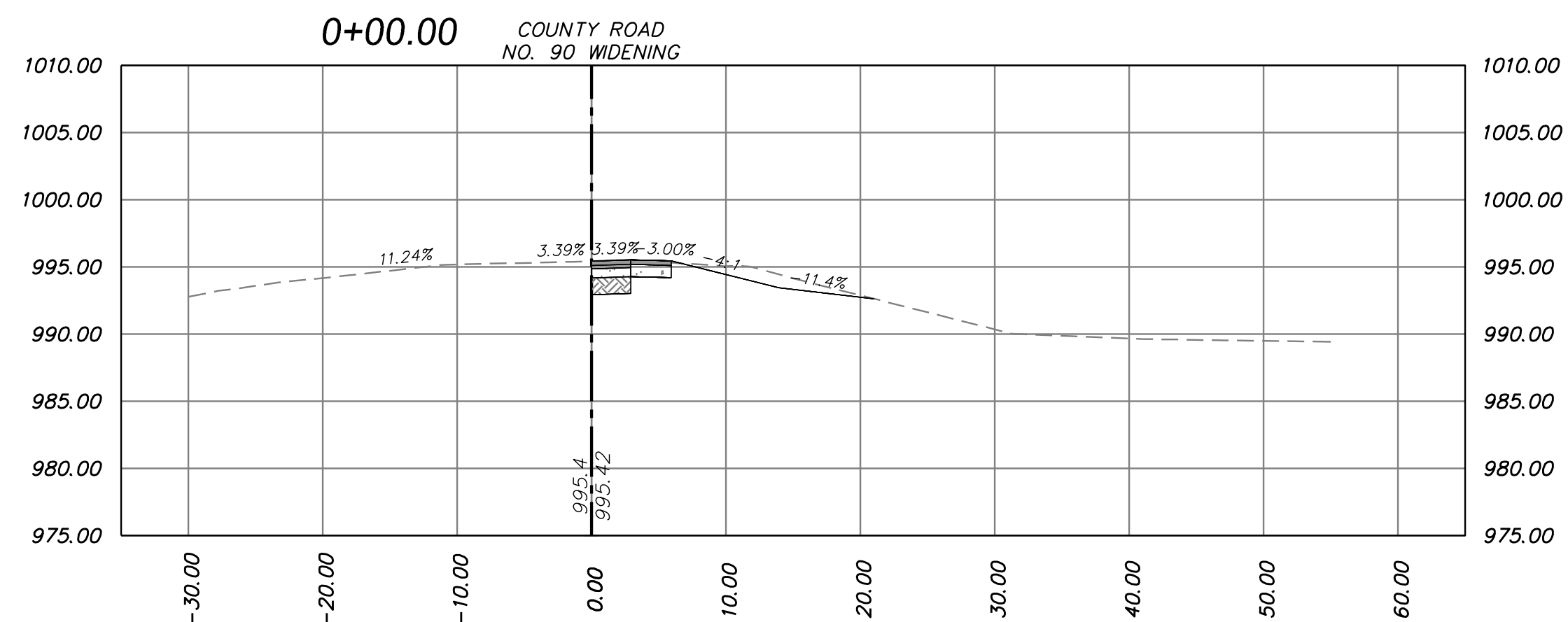
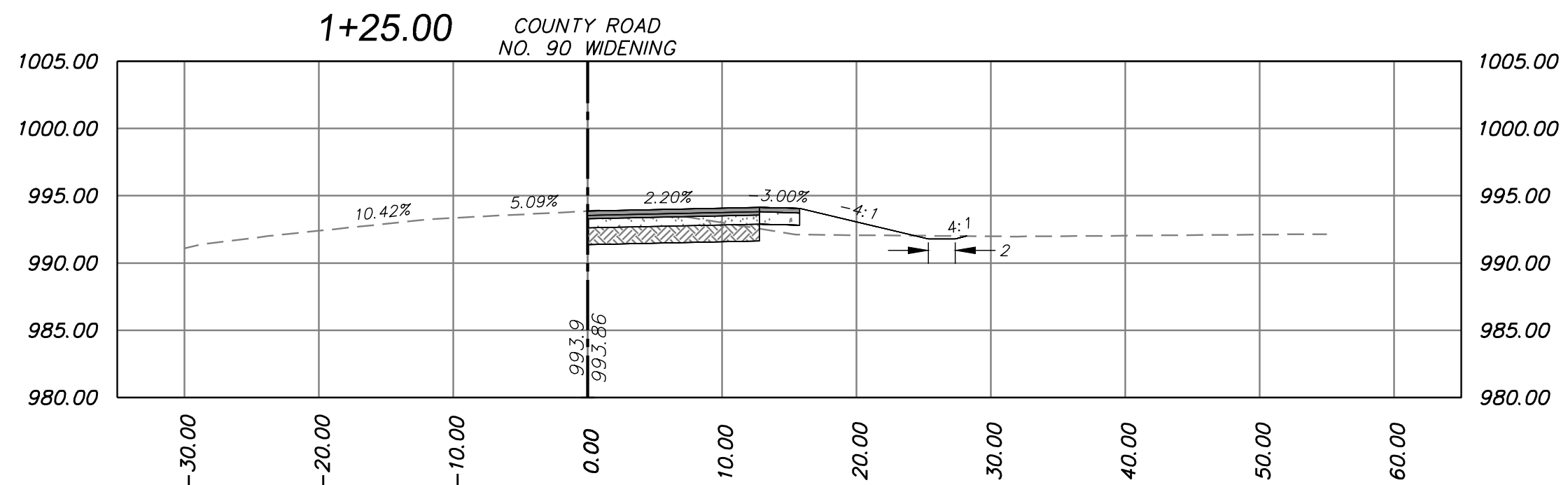
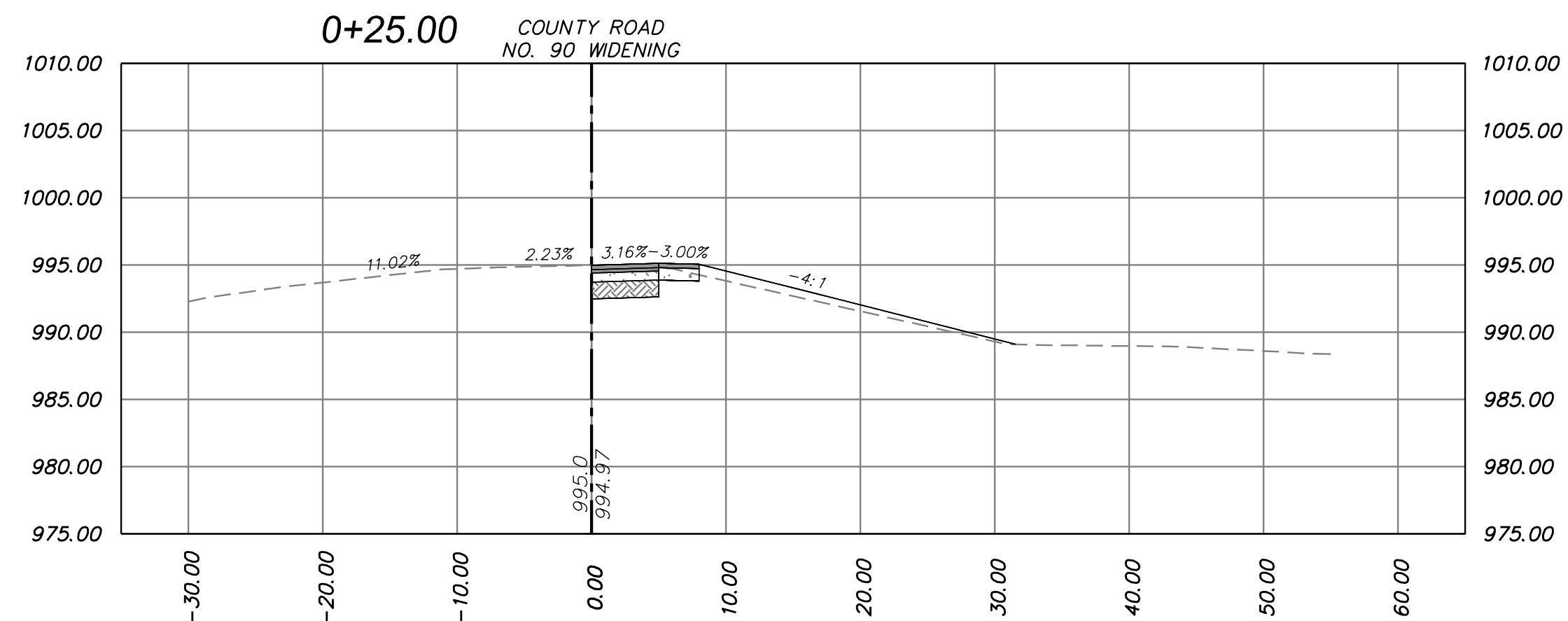
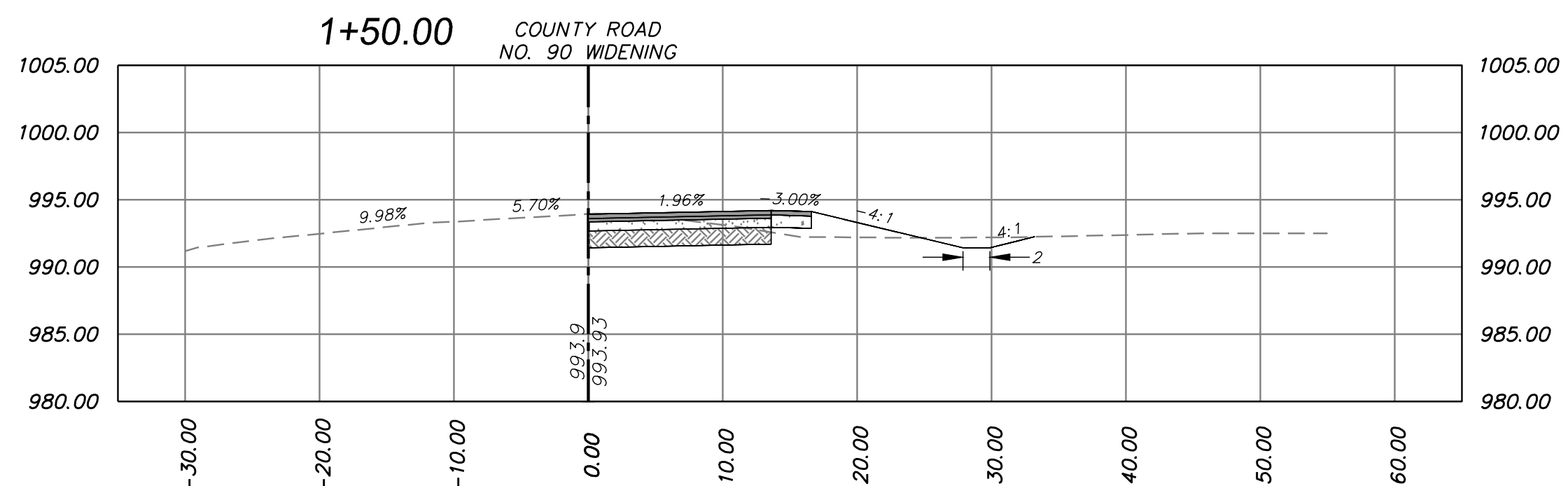
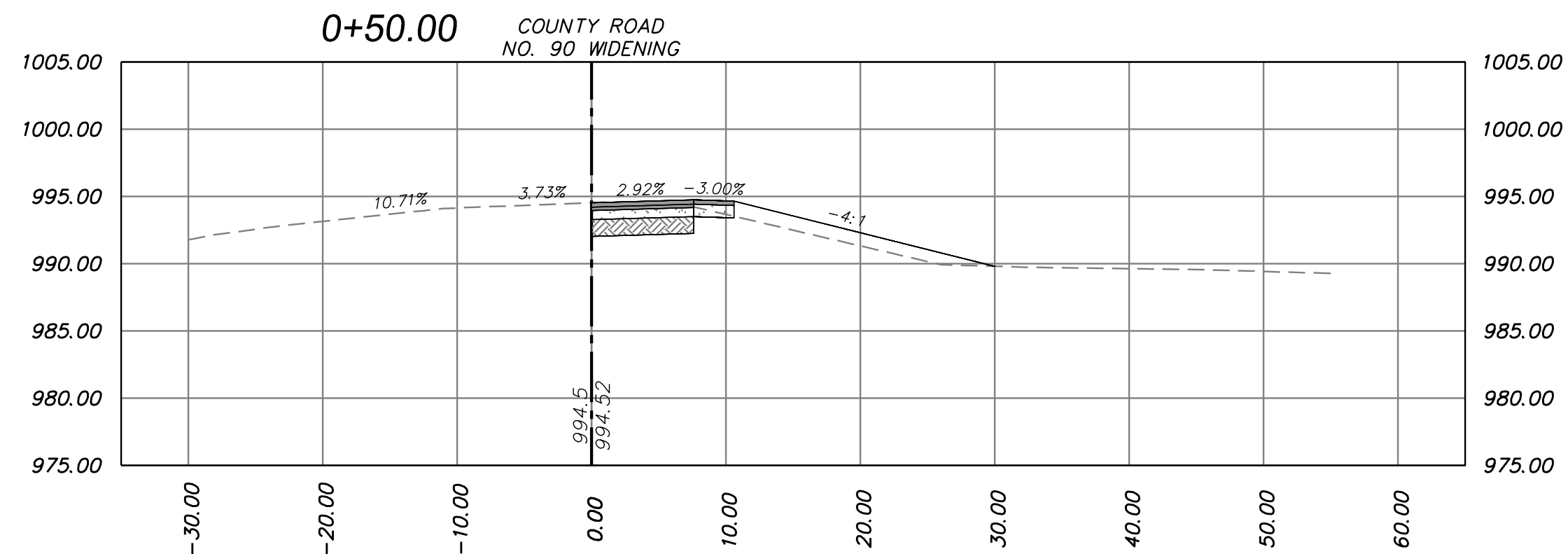
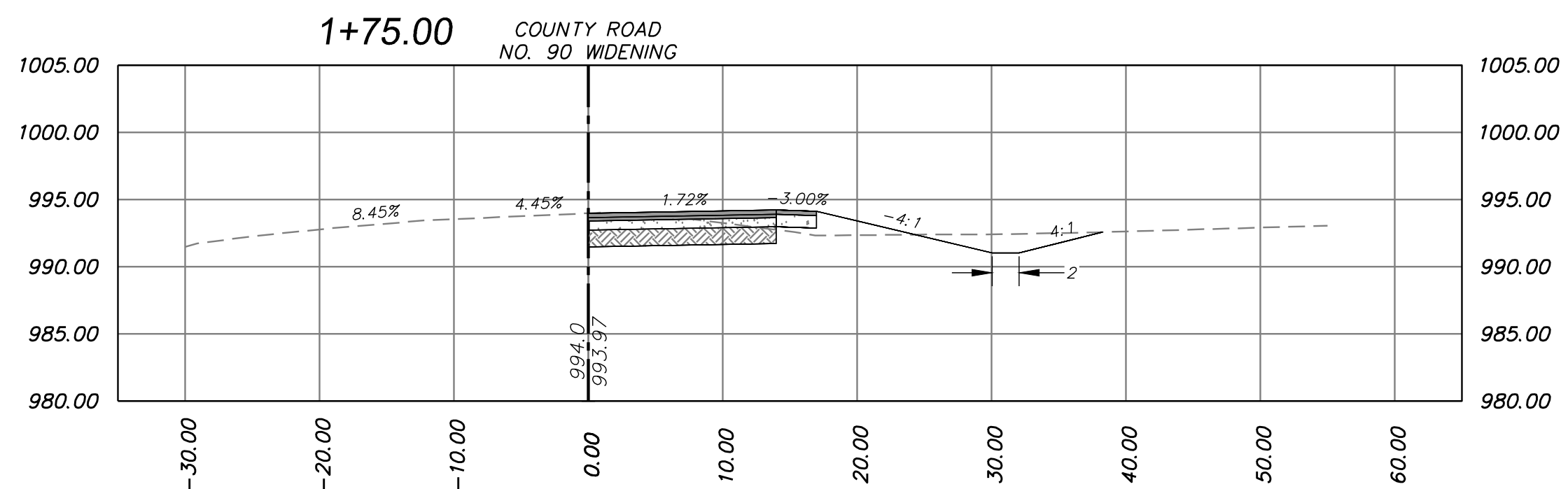
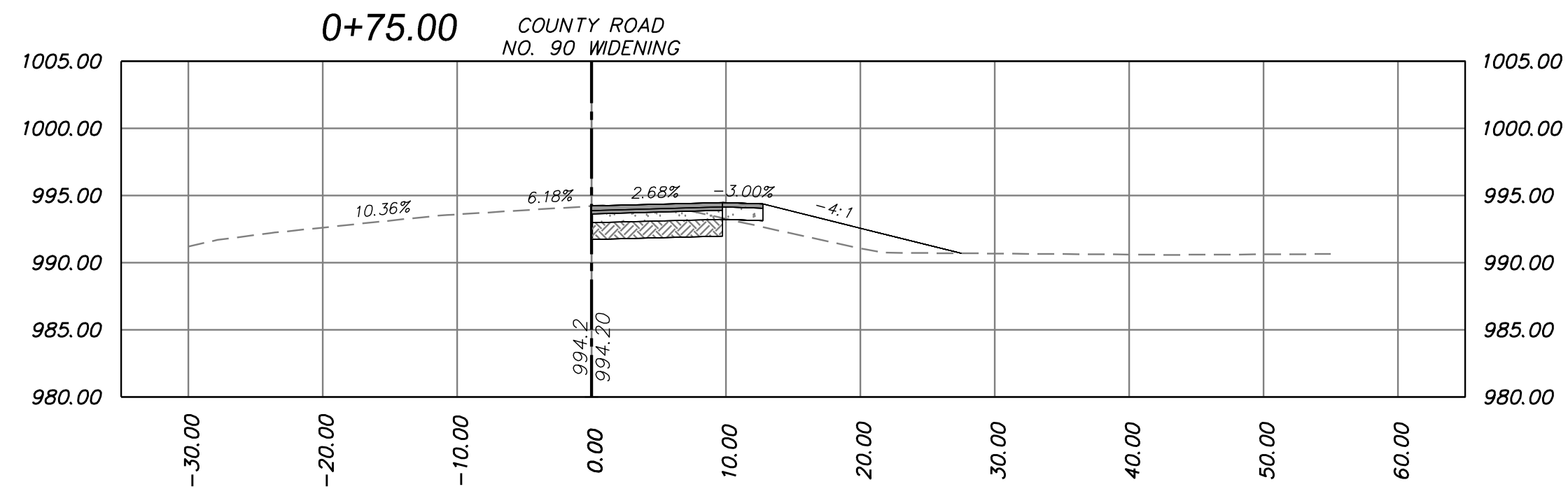
SHEET NO. 4 OF 8 SHEETS

PROJECT NO:  
18-0199

DATE:  
6-3-22



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



REV. NO.	DATE	BY	DESCRIPTION
1	7-19-22	T.J.B.	REVISED PER COUNTY REVIEW
2	8-11-22	T.J.B.	REVISED PER COUNTY REVIEW

DESIGNED DRAWN  
P.E. O. T.J.B.  
  
CHECKED  
P.E. O.

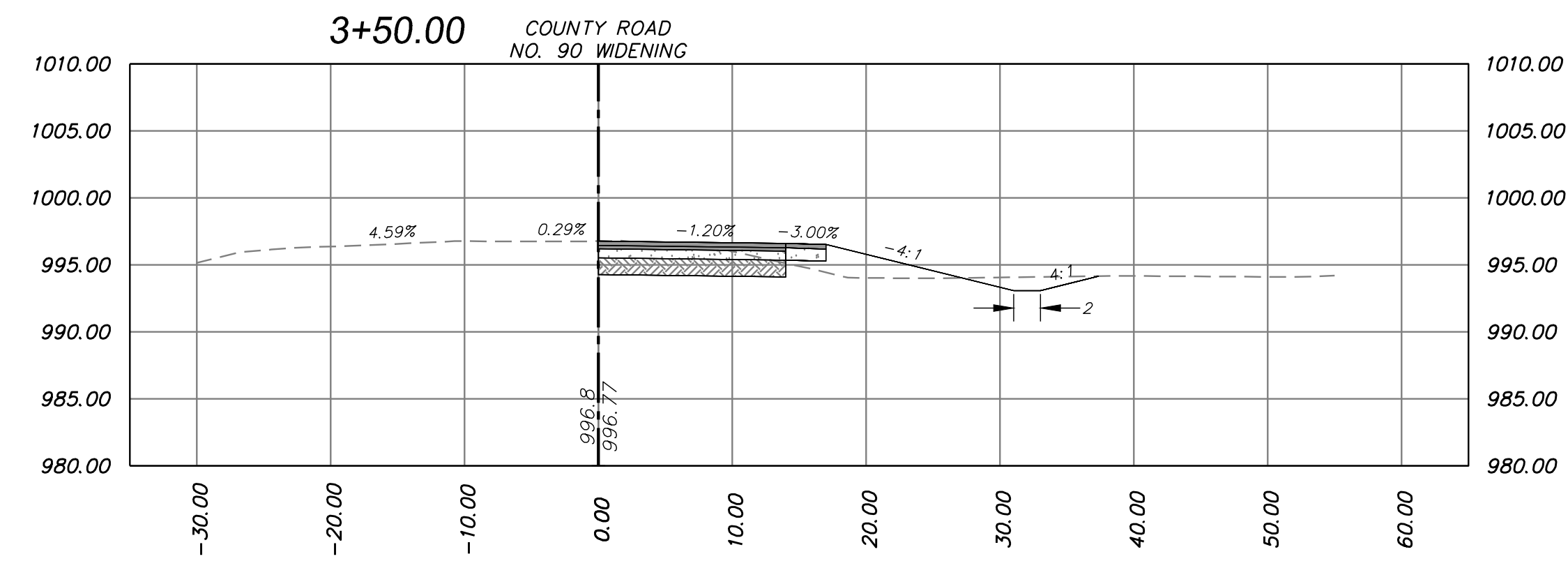
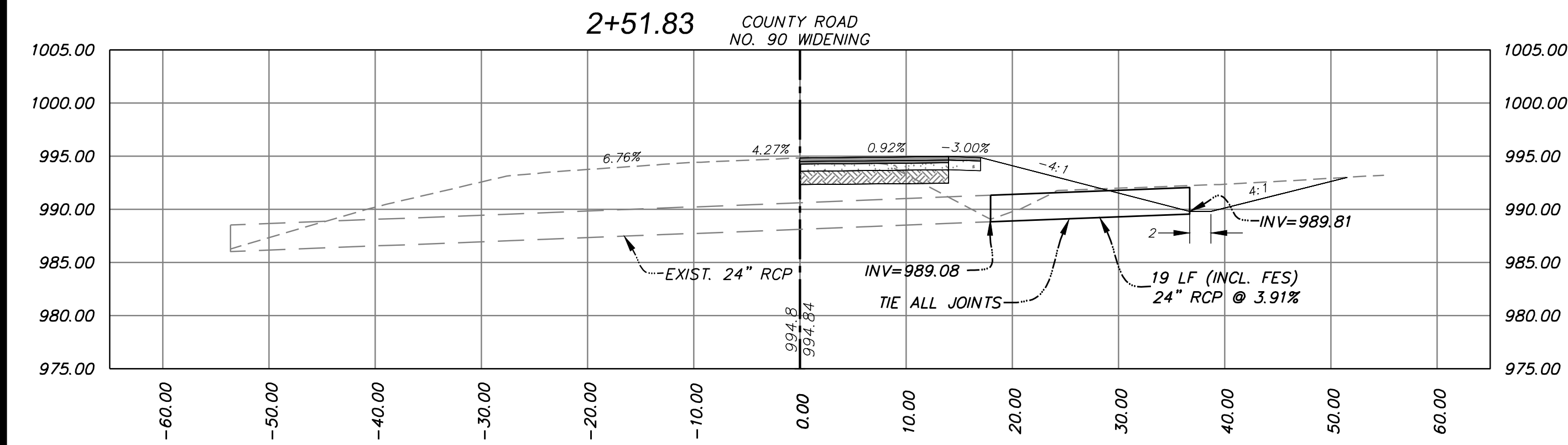
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.  
  
*Paul E. Otto*  
Paul E. Otto  
License # 40062 Date: 8-11-22



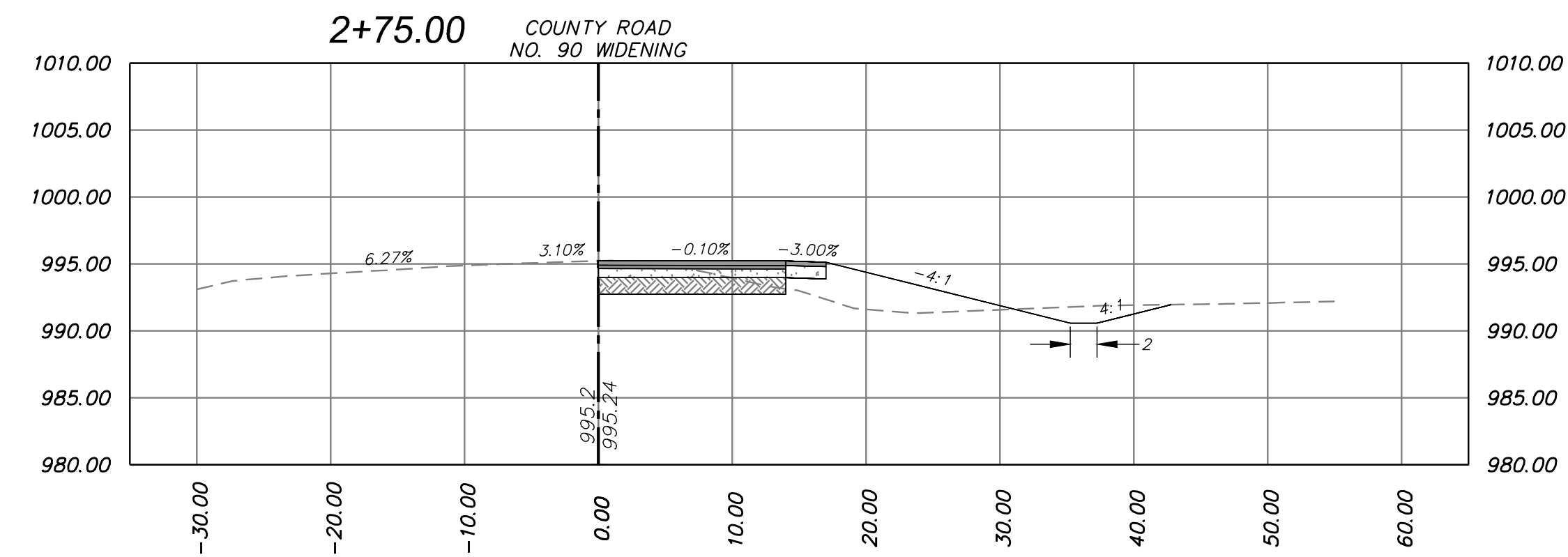
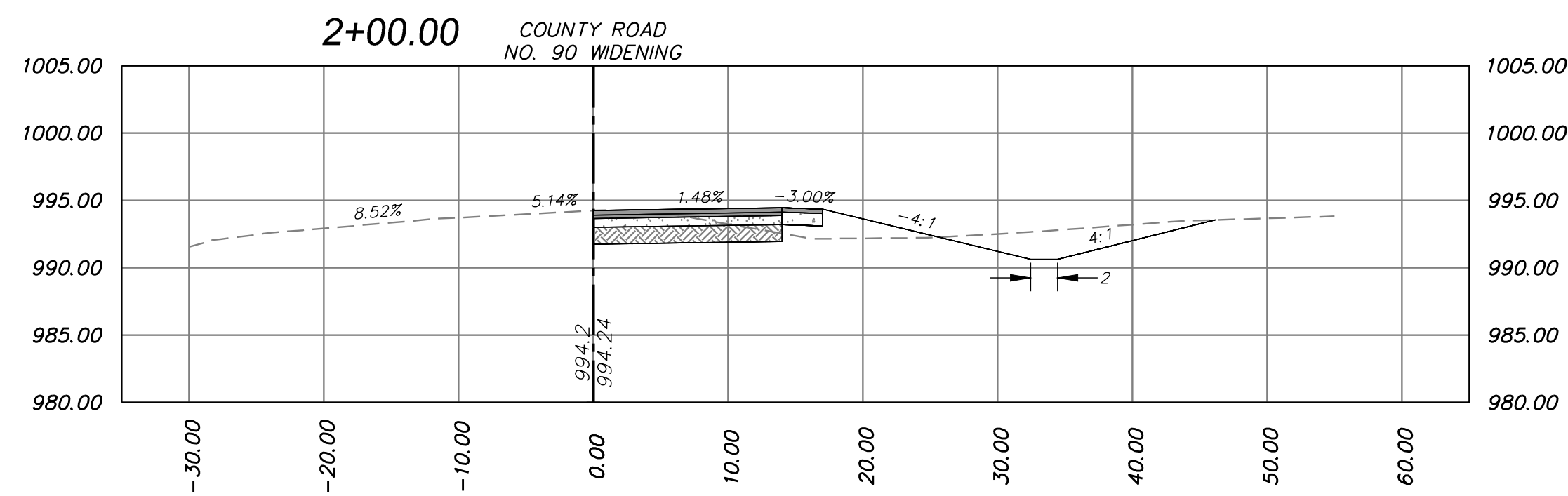
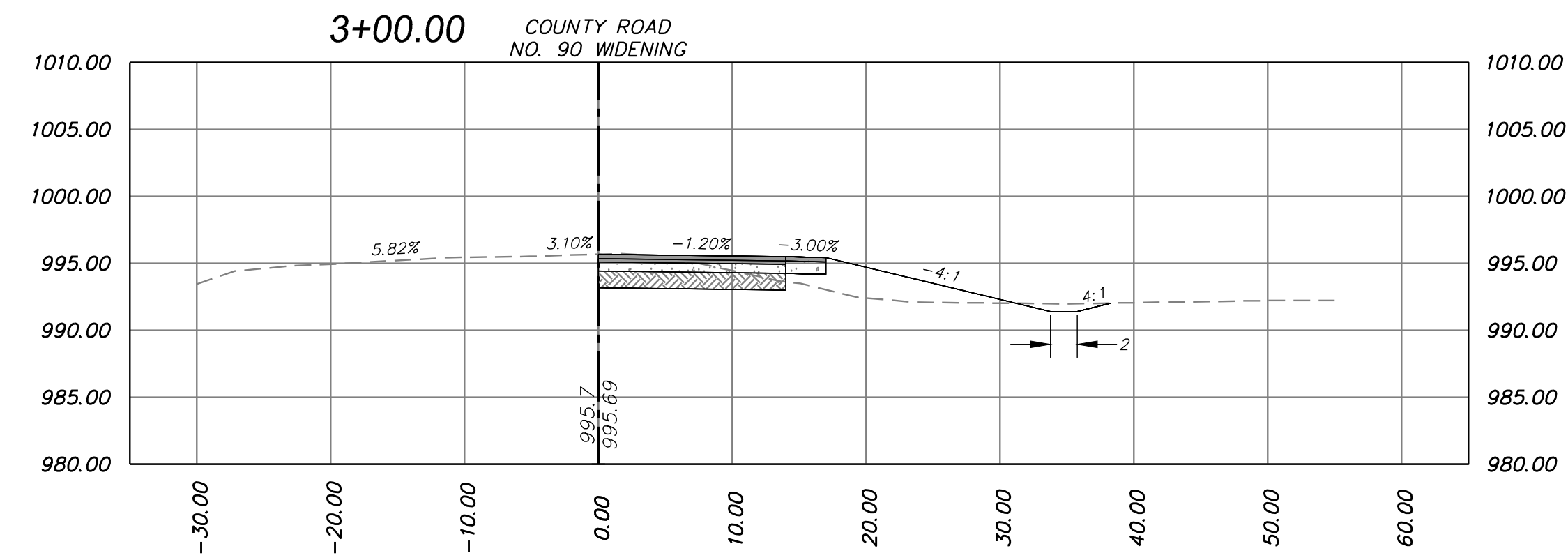
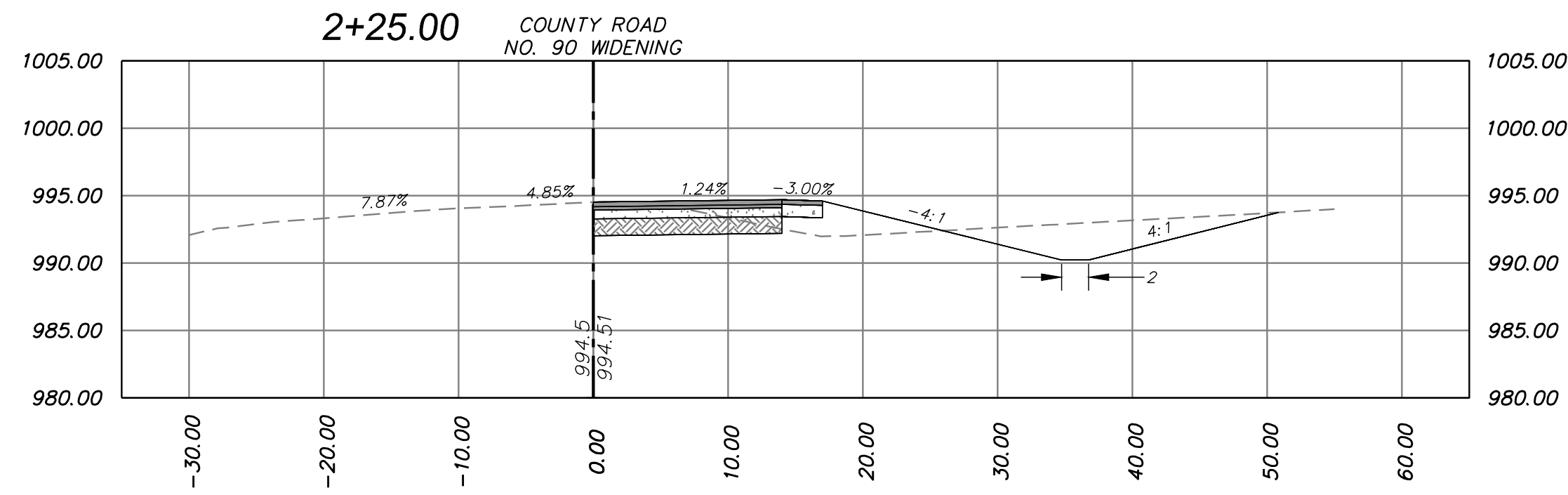
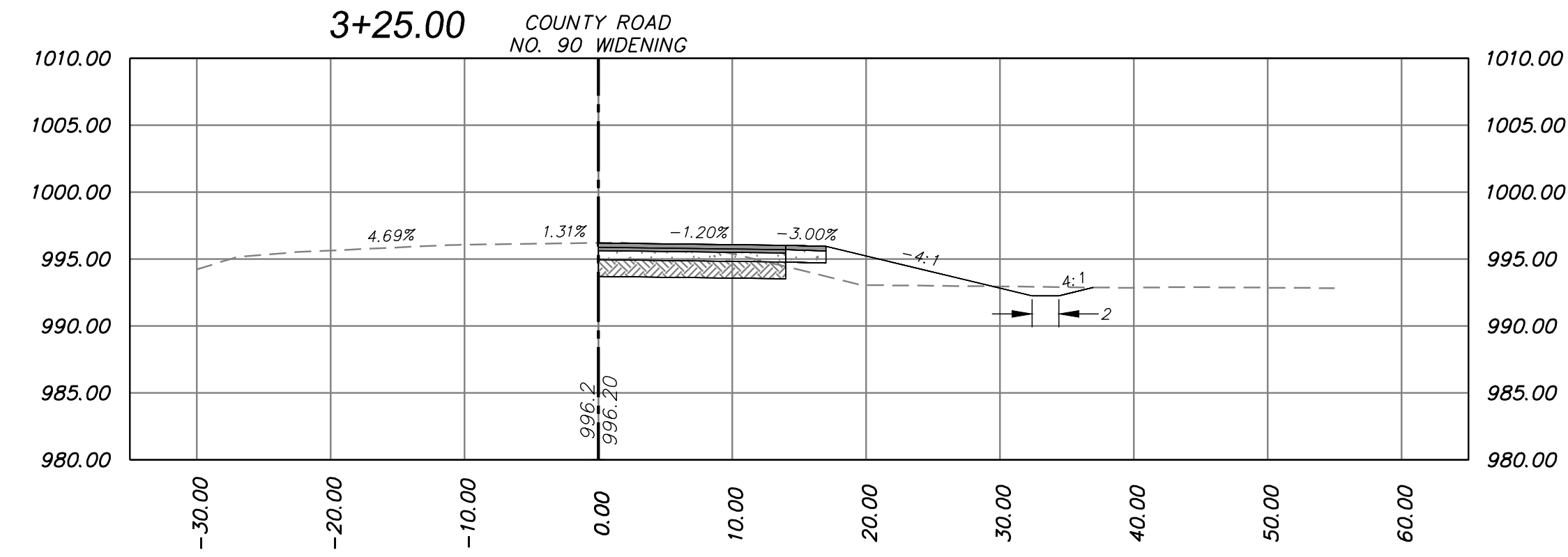
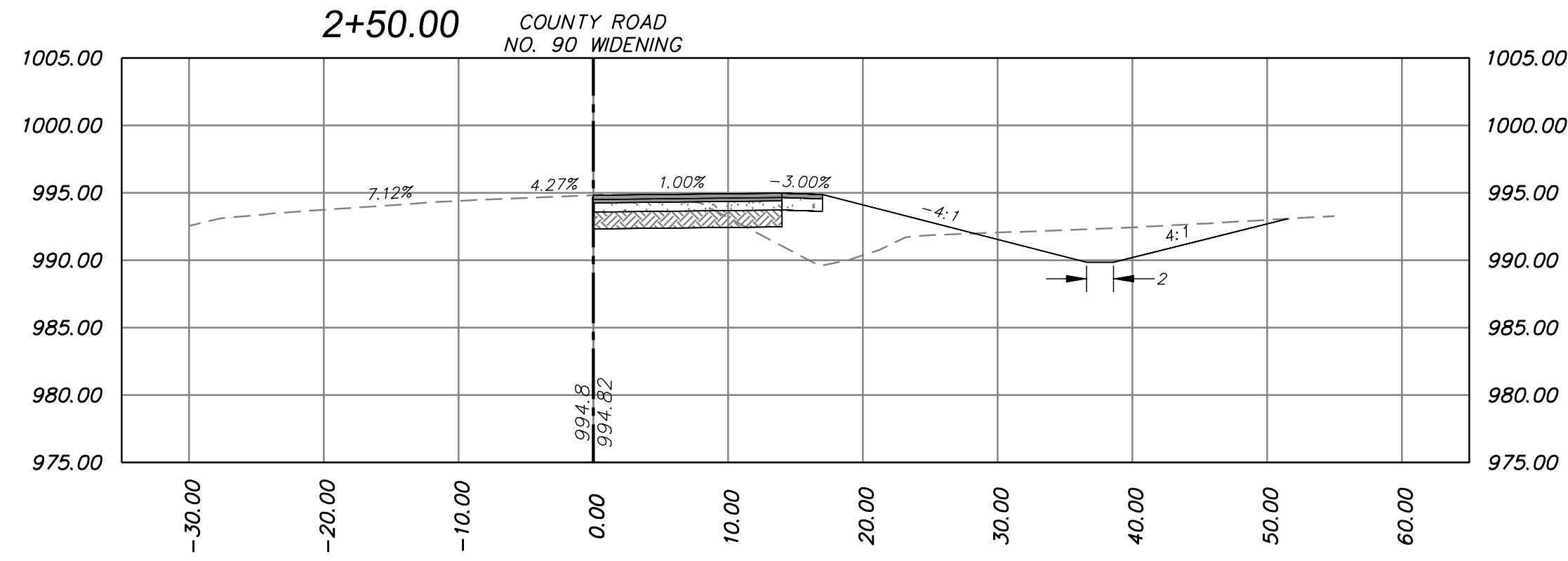
KOCH FARM SANCTUARY  
TOM KOCH  
INDEPENDENCE, MN

CROSS SECTIONS  
SHEET NO. 6 OF 8 SHEETS

PROJECT NO:  
18-0199  
DATE:  
6-3-22



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



REV. NO.	DATE	BY	DESCRIPTION
1	7-19-22	T.J.B.	REVISED PER COUNTY REVIEW
2	8-11-22	T.J.B.	REVISED PER COUNTY REVIEW

DESIGNED	DRAWN
P.E.O.	T.J.B.
CHECKED	
P.E.O.	

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.

*Paul E. Otto*  
Paul E. Otto  
License # 40062 Date: 8-11-22



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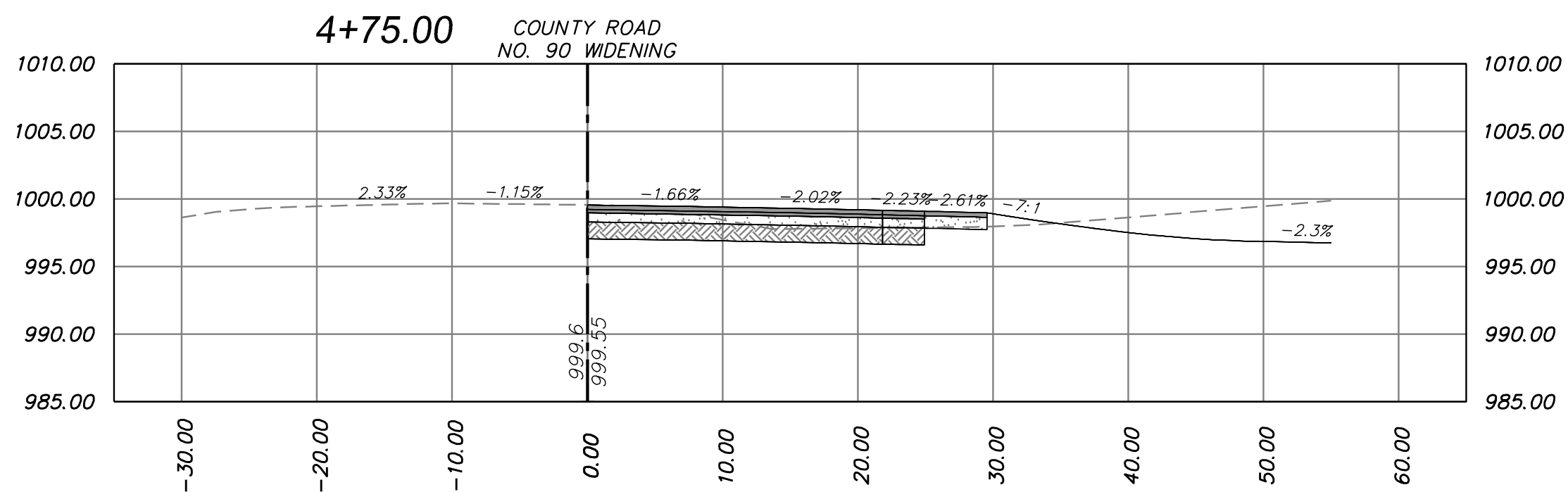
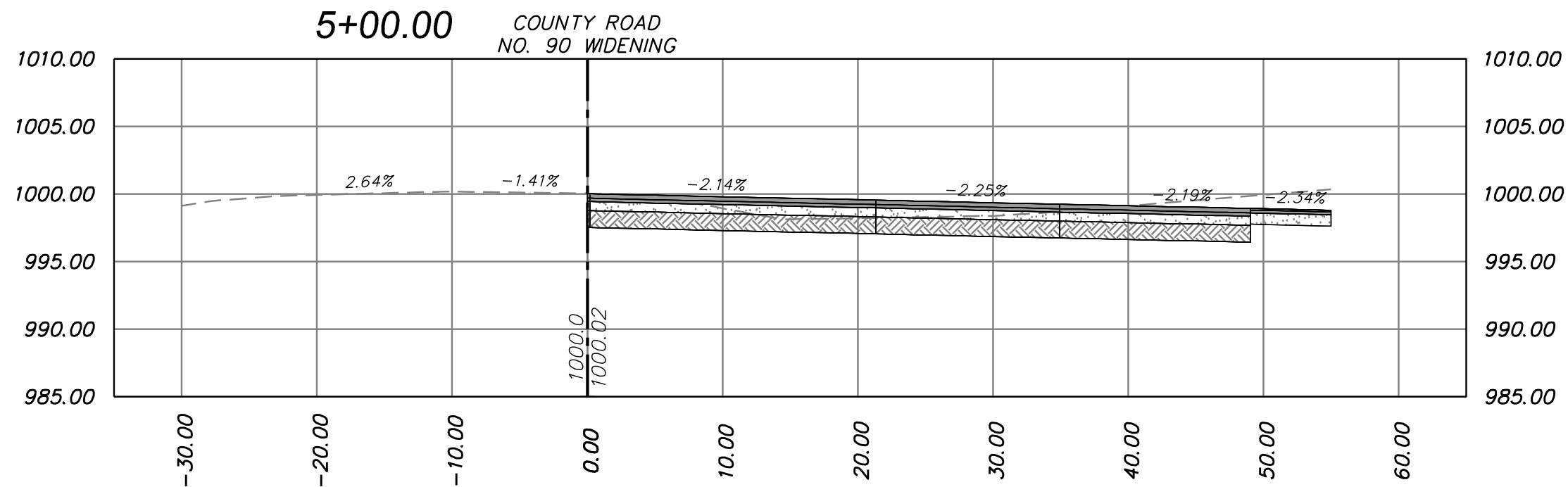
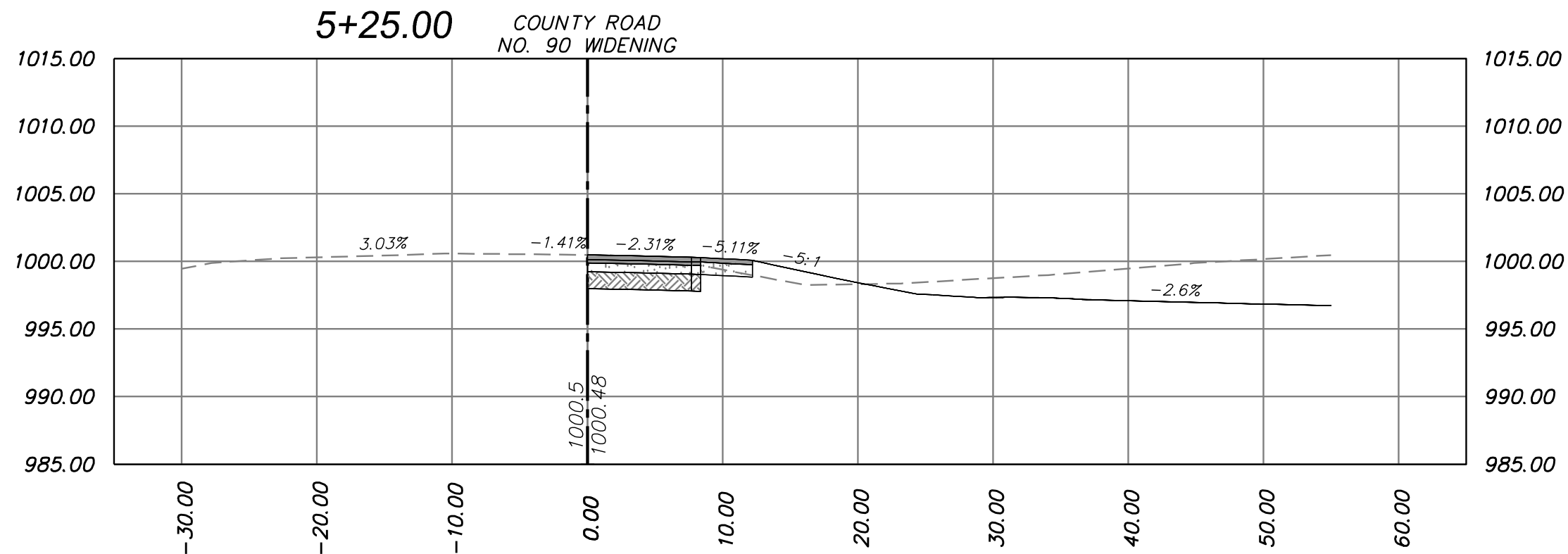
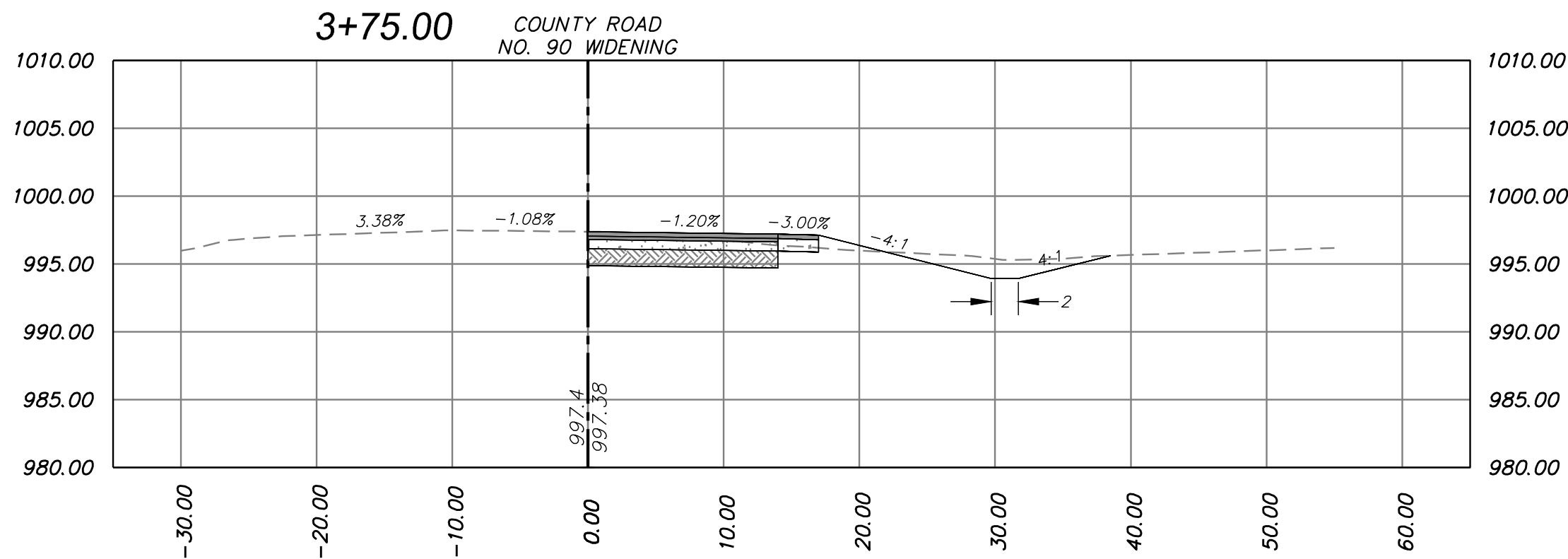
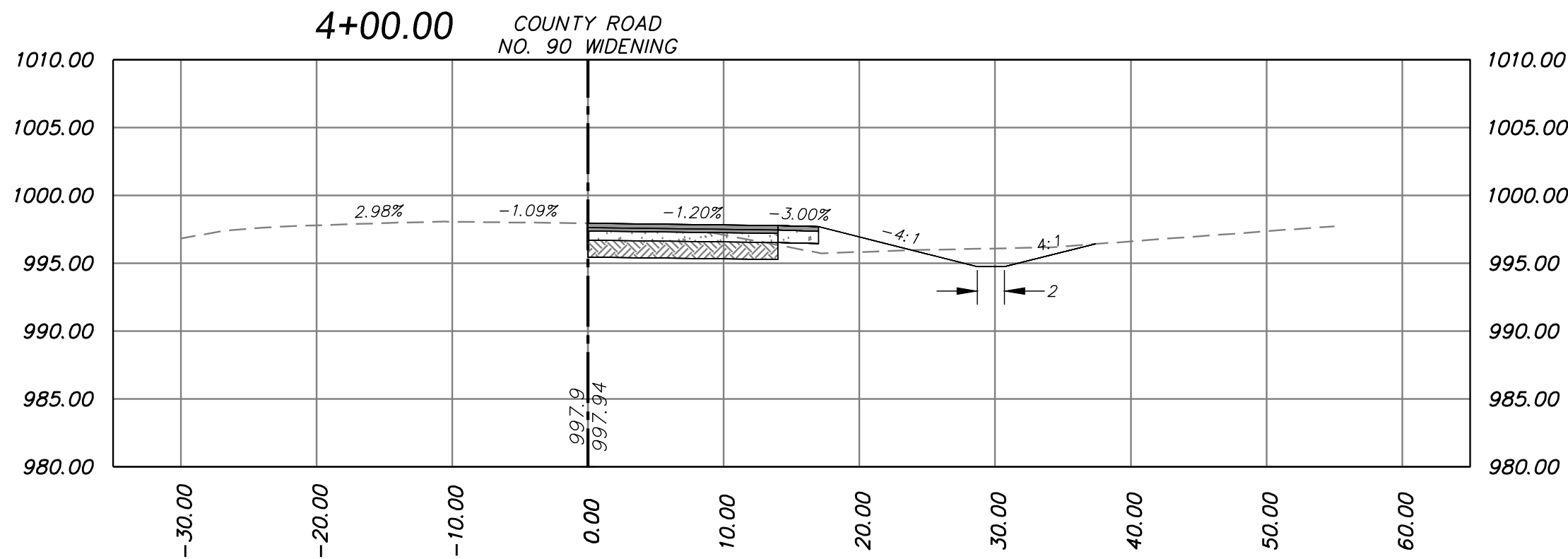
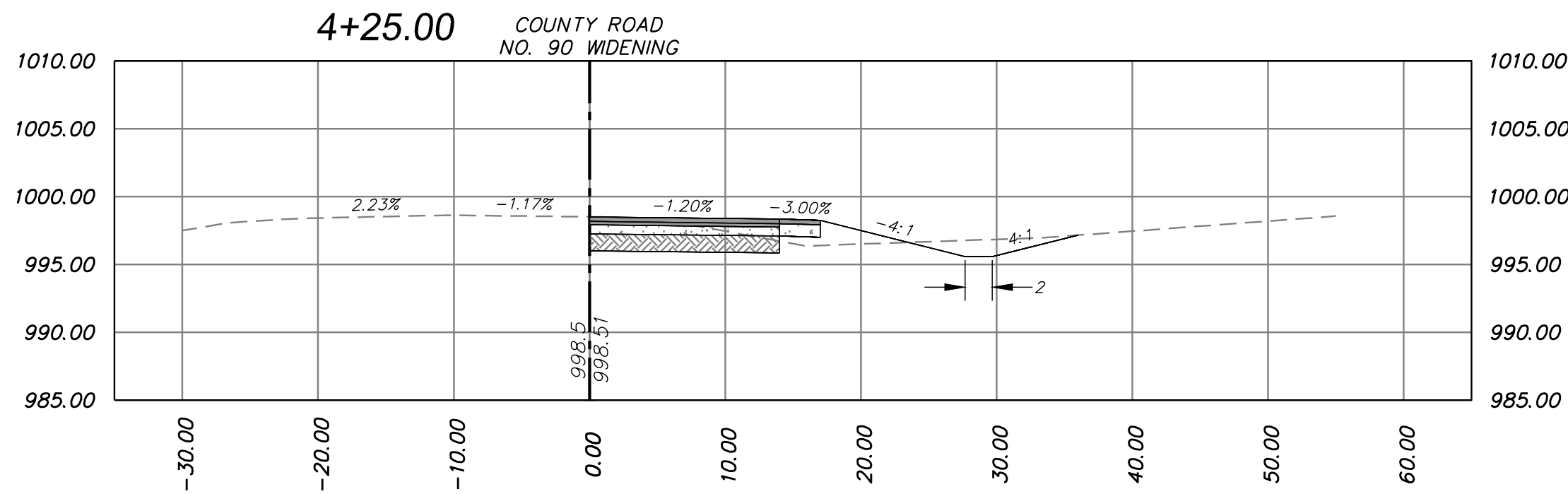
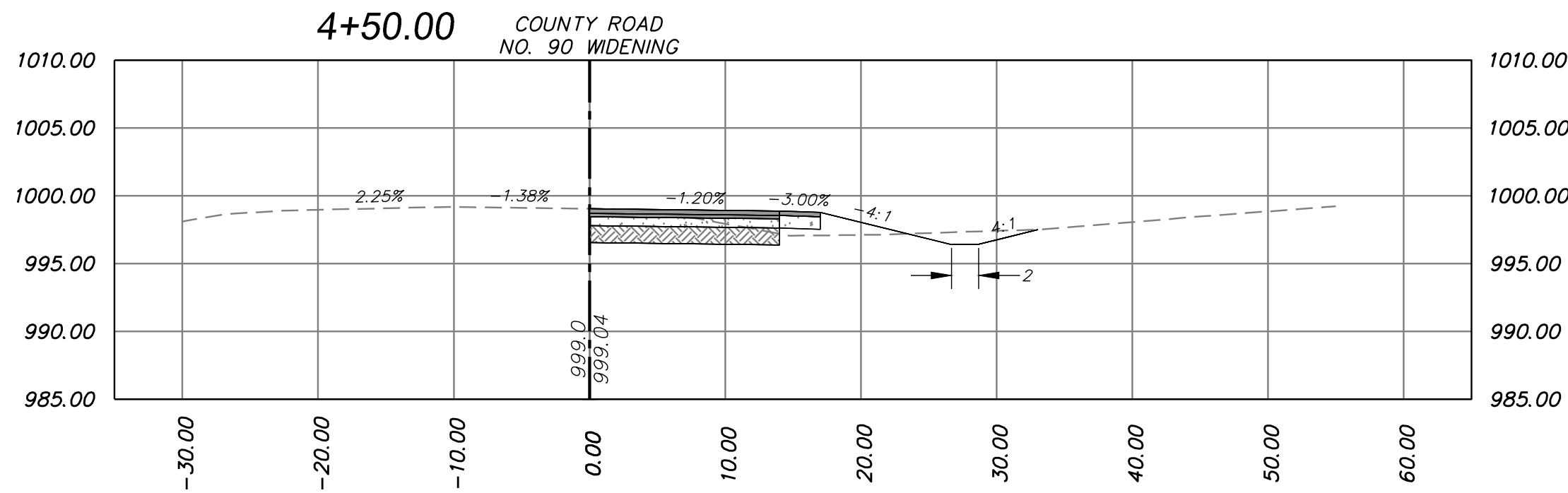
KOCH FARM SANCTUARY  
TOM KOCH  
INDEPENDENCE, MN

CROSS SECTIONS  
SHEET NO. 7 OF 8 SHEETS

PROJECT NO:  
18-0199  
DATE:  
6-3-22



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



REV. NO.	DATE	BY	DESCRIPTION
1	7-19-22	T.J.B.	REVISED PER COUNTY REVIEW
2	8-11-22	T.J.B.	REVISED PER COUNTY REVIEW

DESIGNED DRAWN  
P.E.O. T.J.B.  
CHECKED  
P.E.O.

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.  
*Paul E. Otto*  
Paul E. Otto  
License # 40062 Date: 8-11-22



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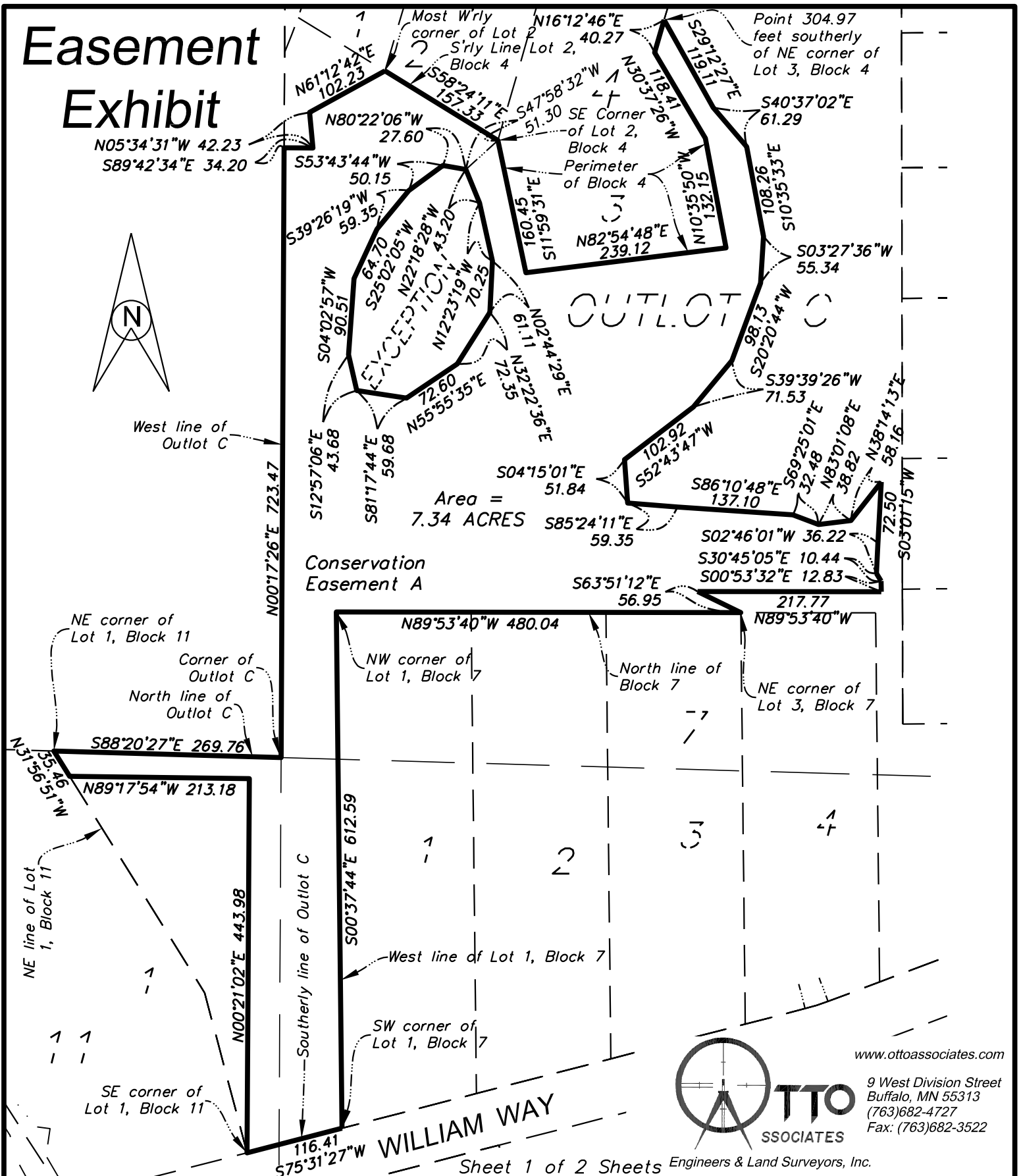
KOCH FARM SANCTUARY  
TOM KOCH  
INDEPENDENCE, MN

CROSS SECTIONS  
SHEET NO. 8 OF 8 SHEETS

PROJECT NO:  
18-0199  
DATE:  
6-3-22



# Easement Exhibit



- denotes iron monument found
- denotes 1/2 inch by 14 inch iron pipe set and marked by License #40062

Requested By:

# Tom Koch

Revised:

Date:

5-6-22

*Drawn By:*

**J.J.A.**

*Scale:*

$$1'' = 150'$$

Checked By:

P.E.O.

Project No.

**18-0199 A**

# Easement Exhibit

## CONSERVATION EASEMENT A:

A perpetual easement for conservation purposes over, under, and across that part of Outlot C, KOCH FARM SANCTUARY, Hennepin County, Minnesota, according to the recorded plat thereof, described as follows:

Beginning at the Northwest corner of Lot 1, Block 7, said KOCH FARM SANCTUARY; thence on an assumed bearing of South 00 degrees 37 minutes 44 seconds East, along the West line of said Lot 1, Block 7, a distance of 612.59 feet to the Southwest corner of said Lot 1, Block 7; thence South 75 degrees 31 minutes 27 seconds West, along the Southerly line of said Outlot C, a distance of 116.41 feet to the Southeast corner of Lot 1, Block 11, said KOCH FARM SANCTUARY; thence North 00 degrees 21 minutes 02 seconds East, a distance of 443.98 feet; thence North 89 degrees 17 minutes 54 seconds West, a distance of 213.18 feet to the Northeast line of said Lot 1, Block 11; thence North 31 degrees 56 minutes 51 seconds West, along said Northeast line of Lot 1, Block 11, a distance of 35.46 feet to the Northeast corner of said Lot 1, Block 11; thence South 88 degrees 20 minutes 27 seconds East, along the North line of said Outlot C, a distance of 269.76 feet to a corner of said Outlot C; thence North 00 degrees 17 minutes 26 seconds East, along the West line of said Outlot C, a distance of 723.47 feet; thence South 89 degrees 42 minutes 34 seconds East, a distance of 34.20 feet; thence North 05 degrees 34 minutes 31 seconds West, a distance of 42.23 feet; thence North 61 degrees 12 minutes 42 seconds East, a distance of 102.23 feet to the most Westerly corner of Lot 2, Block 4, said KOCH FARM SANCTUARY; thence Easterly, Southerly, Easterly and Northerly along the perimeter of said Block 4 to a point on the Easterly line of Lot 3, said Block 4, a distance of 304.97 feet Southerly of the Northeast corner of said Lot 3, Block 4; thence South 29 degrees 12 minutes 27 seconds East, a distance of 119.11 feet; thence South 40 degrees 37 minutes 02 seconds East, a distance of 61.29 feet; thence South 10 degrees 35 minutes 33 seconds East, a distance of 108.26 feet; thence South 03 degrees 27 minutes 36 seconds West, a distance of 55.34 feet; thence South 20 degrees 20 minutes 44 seconds West, a distance of 98.13 feet; thence South 39 degrees 39 minutes 26 seconds West, a distance of 71.53 feet; thence South 52 degrees 43 minutes 47 seconds West, a distance of 102.92 feet; thence South 04 degrees 15 minutes 01 seconds East, a distance of 51.84 feet; thence South 85 degrees 24 minutes 11 seconds East, a distance of 59.35 feet; thence South 86 degrees 10 minutes 48 seconds East, a distance of 137.10 feet; thence South 69 degrees 25 minutes 01 seconds East, a distance of 32.48 feet; thence North 83 degrees 01 minutes 08 seconds East, a distance of 38.82 feet; thence North 38 degrees 14 minutes 13 seconds East, a distance of 58.16 feet; thence South 03 degrees 01 minutes 15 seconds West, a distance of 72.50 feet; thence South 02 degrees 46 minutes 01 seconds West, a distance of 36.22 feet; thence South 30 degrees 45 minutes 05 seconds East, a distance of 10.44 feet; thence South 00 degrees 53 minutes 32 seconds East, a distance of 12.83 feet; thence North 89 degrees 53 minutes 40 seconds West, a distance of 217.77 feet; thence South 63 degrees 51 minutes 12 seconds East, a distance of 56.95 feet to the Northeast corner of Lot 3, said Block 7; thence North 89 degrees 53 minutes 40 seconds West, along the North line of said Block 7, a distance of 480.04 feet to the point of beginning.

## EXCEPT:

That part of Outlot C, KOCH FARM SANCTUARY, Hennepin County, Minnesota, according to the recorded plat thereof, described as follows:

Commencing at the Southeast corner of Lot 2, Block 4, said KOCH FARM SANCTUARY; thence South 47 degrees 58 minutes 32 seconds West, assuming that the Southerly line of said Lot 2, Block 4 bears South 58 degrees 24 minutes 11 seconds East, a distance of 51.30 feet to the point of beginning; thence North 80 degrees 22 minutes 06 seconds West, a distance of 27.60 feet; thence South 53 degrees 43 minutes 44 seconds West, a distance of 50.15 feet; thence South 39 degrees 26 minutes 19 seconds West, a distance of 59.35 feet; thence South 25 degrees 02 minutes 05 seconds West, a distance of 64.70 feet; thence South 04 degrees 02 minutes 57 seconds West, a distance of 90.51 feet; thence South 12 degrees 57 minutes 06 seconds East, a distance of 43.68 feet; thence South 81 degrees 17 minutes 44 seconds East, a distance of 59.68 feet; thence North 55 degrees 55 minutes 35 seconds East, a distance of 72.60 feet; thence North 32 degrees 22 minutes 36 seconds East, a distance of 72.35 feet; thence North 02 degrees 44 minutes 29 seconds East, a distance of 61.11 feet; thence North 12 degrees 23 minutes 19 seconds West, a distance of 70.25 feet; thence North 22 degrees 18 minutes 28 seconds West, a distance of 43.20 feet to the point of beginning.

Sheet 1 of 2 Sheets



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(763)682-4727  
Fax: (763)682-3522

Engineers & Land Surveyors, Inc.

- denotes iron monument found
- denotes 1/2 inch by 14 inch iron pipe set and marked by License #40062

Requested By:

**Tom Koch**

Revised:

Date:

5-6-22

Drawn By:

J.J.A.

Scale:

1"=150'

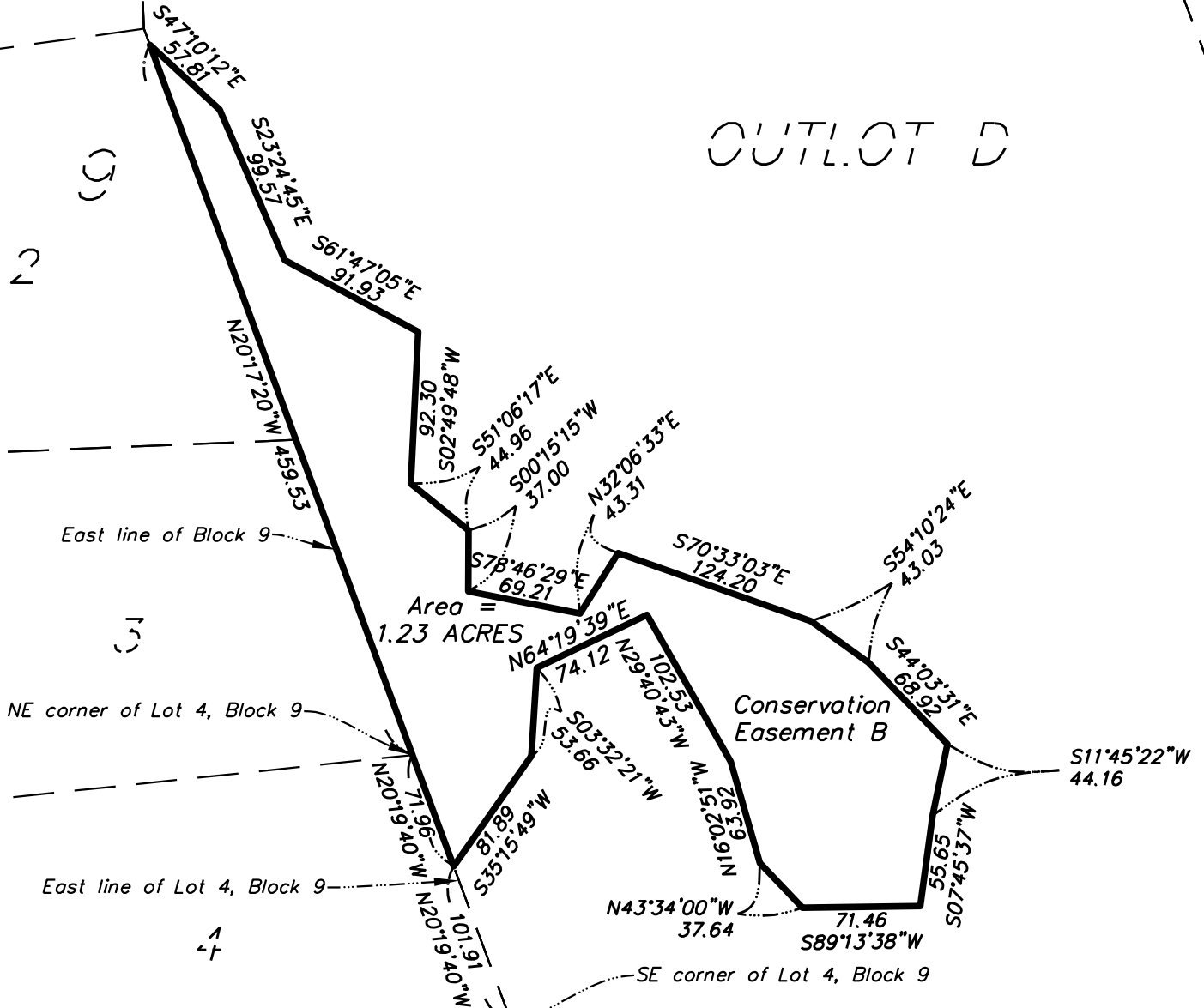
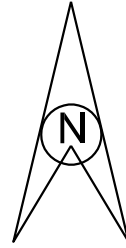
Checked By:

P.E.O.

Project No.

18-0199 A

# Easement Exhibit



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Sheet 1 of 2 Sheets

Engineers & Land Surveyors, Inc.

- denotes iron monument found
- denotes 1/2 inch by 14 inch iron pipe set and marked by License #40062

Requested By:

**Tom Koch**

Revised:

Date:

5-6-22

Drawn By:

J.J.A.

Scale:

1"=100'

Checked By:

P.E.O.

Project No.

**18-0199 B**

# Easement Exhibit

## CONSERVATION EASEMENT B:

A perpetual easement for conservation purposes over, under, and across that part of Outlot D, KOCH FARM SANCTUARY, Hennepin County, Minnesota, according to the recorded plat thereof, described as follows:

Commencing at the Southeast corner of Lot 4, Block 9, said KOCH FARM SANCTUARY, thence on an assumed bearing of North 20 degrees 19 minutes 40 seconds West, along the East line of said Lot 4, a distance of 101.91 feet to the point of beginning; thence continuing North 20 degrees 19 minutes 40 seconds West, along said East line of Lot 4, a distance of 71.96 feet to the Northeast corner of said Lot 4; thence North 20 degrees 17 minutes 20 seconds West, along the East line of said Block 9, a distance of 459.53 feet;  
 thence South 47 degrees 10 minutes 12 seconds East, a distance of 57.81 feet;  
 thence South 23 degrees 24 minutes 45 seconds East, a distance of 99.57 feet;  
 thence South 61 degrees 47 minutes 05 seconds East, a distance of 91.93 feet;  
 thence South 02 degrees 49 minutes 48 seconds West, a distance of 92.30 feet;  
 thence South 51 degrees 06 minutes 17 seconds East, a distance of 44.96 feet;  
 thence South 00 degrees 15 minutes 15 seconds West, a distance of 37.00 feet;  
 thence South 78 degrees 46 minutes 29 seconds East, a distance of 69.21 feet;  
 thence North 32 degrees 06 minutes 33 seconds East, a distance of 43.31 feet;  
 thence South 70 degrees 33 minutes 03 seconds East, a distance of 124.20 feet;  
 thence South 54 degrees 10 minutes 24 seconds East, a distance of 43.03 feet;  
 thence South 44 degrees 03 minutes 31 seconds East, a distance of 68.92 feet;  
 thence South 11 degrees 45 minutes 22 seconds West, a distance of 44.16 feet;  
 thence South 07 degrees 45 minutes 37 seconds West, a distance of 55.65 feet;  
 thence South 89 degrees 13 minutes 38 seconds West, a distance of 71.46 feet;  
 thence North 43 degrees 34 minutes 00 seconds West, a distance of 37.64 feet;  
 thence North 16 degrees 02 minutes 51 seconds West, a distance of 63.92 feet;  
 thence North 29 degrees 40 minutes 43 seconds West, a distance of 102.53 feet;  
 thence South 64 degrees 19 minutes 39 seconds West, a distance of 74.12 feet;  
 thence South 03 degrees 32 minutes 21 seconds West, a distance of 53.66 feet;  
 thence South 35 degrees 15 minutes 49 seconds West, a distance of 81.89 feet to the point of beginning.



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 Buffalo, MN 55313  
 (763)682-4727  
 Fax: (763)682-3522

Sheet 2 of 2 Sheets

Engineers & Land Surveyors, Inc.

- denotes iron monument found
- denotes 1/2 inch by 14 inch iron pipe set and marked by License #40062

Requested By:

**Tom Koch**

Revised:

Date:

5-6-22

Drawn By:

J.J.A.

Scale:

1"=100'

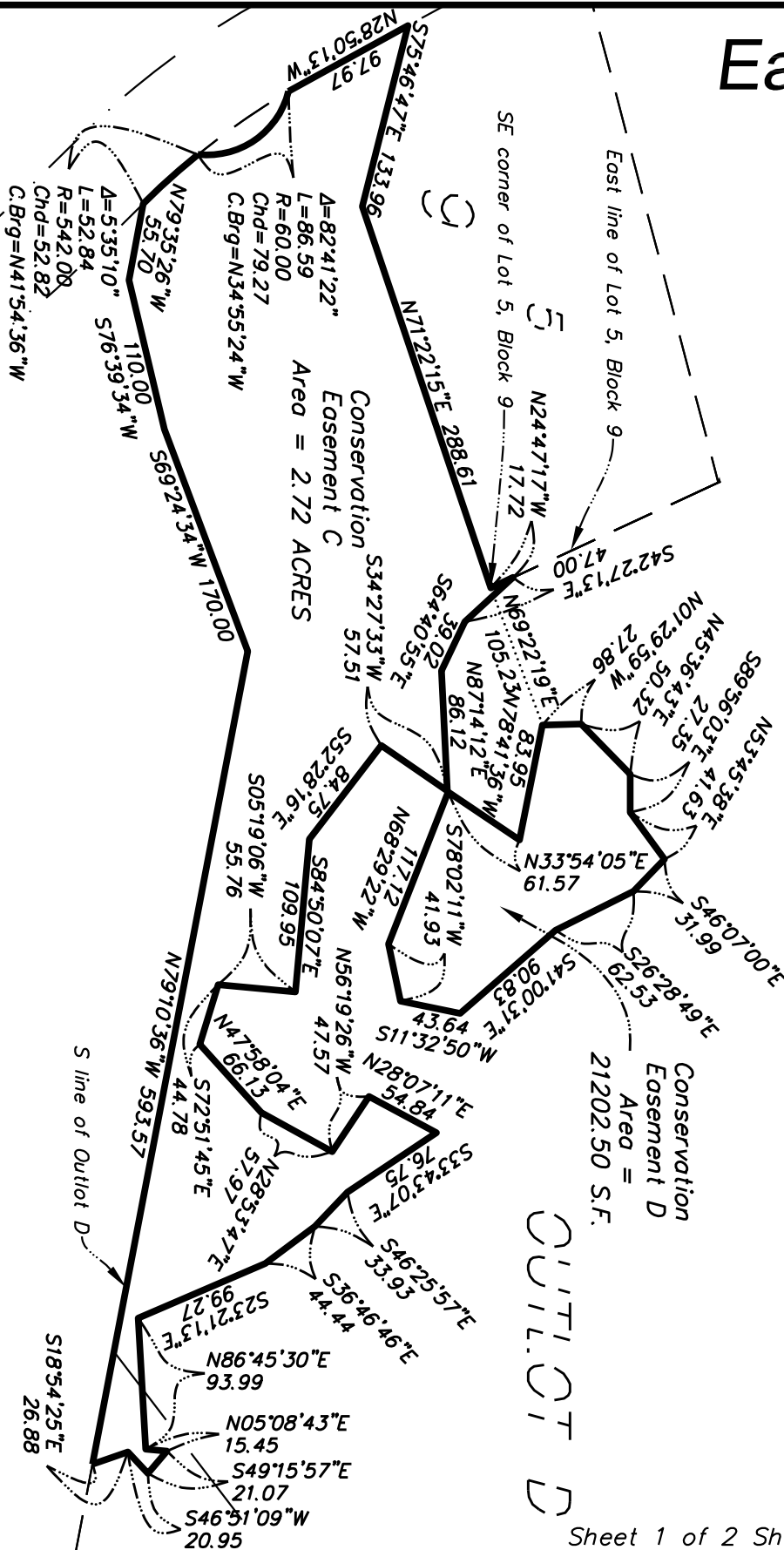
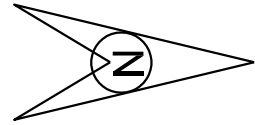
Checked By:

P.E.O.

Project No.

**18-0199 B**

# Easement Exhibit



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Buffalo, MN 55313  
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Fax: (763)682-3522

Sheet 1 of 2 Sheets

Engineers & Land Surveyors, Inc.

- denotes iron monument found
- denotes 1/2 inch by 14 inch iron pipe set and marked by License #40062

Requested By:

**Tom Koch**

Revised:

Date:

5-6-22

Drawn By:

J.J.A.

Scale:

1"=120'

Checked By:

P.E.O.

Project No.

18-0199 C/D

CONSERVATION EASEMENT C:

# Easement Exhibit

A perpetual easement for conservation purposes over, under, and across that part of Outlot D, KOCH FARM SANCTUARY, Hennepin County, Minnesota, according to the recorded plat thereof, lying Southwesterly of the following described line:

Commencing at the Southeast corner of Lot 5, Block 9, said KOCH FARM SANCTUARY; thence on an assumed bearing of North 24 degrees 47 minutes 17 seconds West, along the East line of said Lot 5, a distance of 17.12 feet to the point of beginning of said line;  
 thence South 42 degrees 27 minutes 13 seconds East, a distance of 47.00 feet;  
 thence South 64 degrees 40 minutes 55 seconds East, a distance of 39.02 feet;  
 thence North 87 degrees 14 minutes 12 seconds East, a distance of 86.12 feet;  
 thence South 34 degrees 27 minutes 33 seconds West, a distance of 57.51 feet;  
 thence South 52 degrees 28 minutes 16 seconds East, a distance of 84.75 feet;  
 thence South 84 degrees 50 minutes 07 seconds East, a distance of 109.95 feet;  
 thence South 05 degrees 19 minutes 06 seconds West, a distance of 55.76 feet;  
 thence South 72 degrees 51 minutes 45 seconds East, a distance of 44.78 feet;  
 thence North 47 degrees 58 minutes 04 seconds East, a distance of 66.13 feet;  
 thence North 28 degrees 53 minutes 47 seconds East, a distance of 57.97 feet;  
 thence North 56 degrees 19 minutes 26 seconds West, a distance of 47.57 feet;  
 thence North 28 degrees 07 minutes 11 seconds East, a distance of 54.84 feet;  
 thence South 33 degrees 43 minutes 07 seconds East, a distance of 76.75 feet;  
 thence South 46 degrees 25 minutes 57 seconds East, a distance of 33.93 feet;  
 thence South 36 degrees 46 minutes 46 seconds East, a distance of 44.44 feet;  
 thence South 23 degrees 21 minutes 13 seconds East, a distance of 99.27 feet;  
 thence North 86 degrees 45 minutes 30 seconds East, a distance of 93.99 feet;  
 thence North 05 degrees 08 minutes 43 seconds East, a distance of 15.45 feet;  
 thence South 49 degrees 15 minutes 57 seconds East, a distance of 21.07 feet;  
 thence South 46 degrees 51 minutes 09 seconds West, a distance of 20.95 feet;  
 thence South 18 degrees 54 minutes 25 seconds East, a distance of 26.88 feet;  
 to the South line of said Outlot D and said line there terminating.

CONSERVATION EASEMENT D:

A perpetual easement for conservation purposes over, under, and across that part of Outlot D, KOCH FARM SANCTUARY, Hennepin County, Minnesota, according to the recorded plat thereof, described as follows:

Commencing at the Southeast corner of Lot 5, Block 9, said KOCH FARM SANCTUARY; thence North 69 degrees 22 minutes 19 seconds East, assuming that the East line of said Lot 5 bears North 24 degrees 47 minutes 17 seconds West, a distance of 105.23 feet to the point of beginning;  
 thence North 01 degrees 29 minutes 59 seconds West, a distance of 27.86 feet;  
 thence North 45 degrees 36 minutes 43 seconds East, a distance of 50.32 feet;  
 thence South 89 degrees 56 minutes 03 seconds East, a distance of 27.35 feet;  
 thence North 53 degrees 45 minutes 38 seconds East, a distance of 41.63 feet;  
 thence South 46 degrees 07 minutes 00 seconds East, a distance of 31.99 feet;  
 thence South 26 degrees 28 minutes 49 seconds East, a distance of 62.53 feet;  
 thence South 41 degrees 00 minutes 31 seconds East, a distance of 90.83 feet;  
 thence South 11 degrees 32 minutes 50 seconds West, a distance of 43.64 feet;  
 thence South 78 degrees 02 minutes 11 seconds West, a distance of 41.93 feet;  
 thence North 68 degrees 29 minutes 22 seconds West, a distance of 117.12 feet;  
 thence North 33 degrees 54 minutes 05 seconds East, a distance of 61.57 feet;  
 thence North 78 degrees 41 minutes 36 seconds West, a distance of 83.95 feet  
 to the point of beginning.



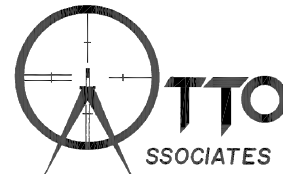
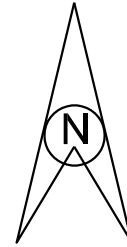
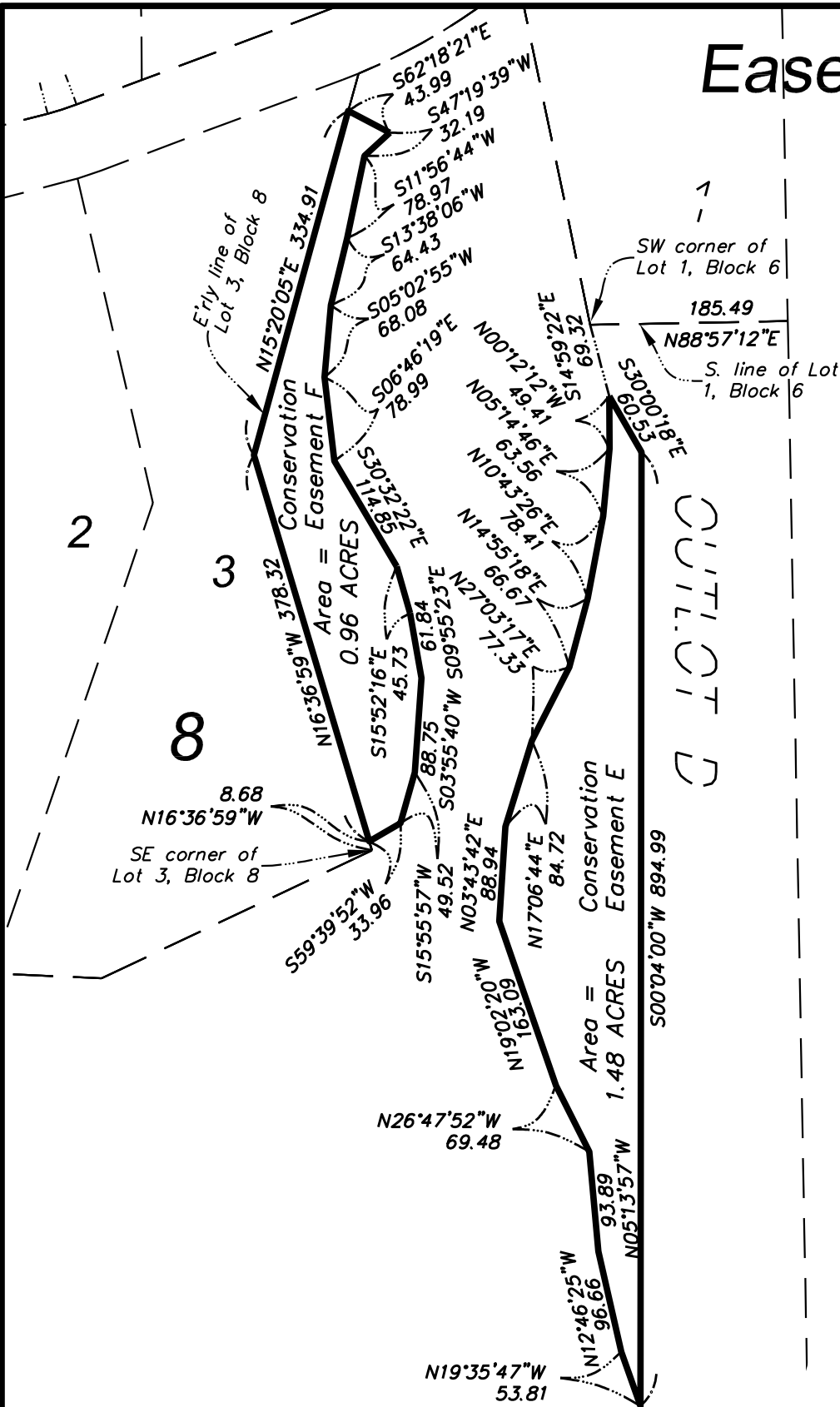
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 (763)682-4727  
 Fax: (763)682-3522

Sheet 2 of 2 Sheets Engineers & Land Surveyors, Inc.

<ul style="list-style-type: none"> <li>● denotes iron monument found</li> <li>○ denotes 1/2 inch by 14 inch iron pipe set and marked by License #40062</li> </ul>	Requested By:				Revised:
	Tom Koch				
	Date:	Drawn By:	Scale:	Checked By:	Project No.
	5-6-22	J.J.A.	1"=120'	P.E.O.	18-0199 C/D

# Easement Exhibit



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Sheet 1 of 2 Sheets

Engineers & Land Surveyors, Inc.

- denotes iron monument found
- denotes 1/2 inch by 14 inch iron pipe set and marked by License #40062

Requested By:

**Tom Koch**

Revised:

Date:

5-6-22

Drawn By:

J.J.A.

Scale:

1"=150'

Checked By:

P.E.O.

Project No.

18-0199 E/F



# Easement Exhibit

## CONSERVATION EASEMENT E:

A perpetual easement for conservation purposes over, under, and across that part of Outlot D, KOCH FARM SANCTUARY, Hennepin County, Minnesota, according to the recorded plat thereof, described as follows:

Commencing at the Southwest corner of Lot 1, Block 6, said KOCH FARM SANCTUARY; thence South 14 degrees 59 minutes 22 seconds East, assuming the South line of said Lot 1 bears North 88 degrees 57 minutes 12 seconds East, a distance of 69.32 feet to the point of beginning; thence South 30 degrees 00 minutes 18 seconds East, a distance of 60.53 feet; thence South 00 degrees 04 minutes 00 seconds West, a distance of 894.99 feet; thence North 19 degrees 35 minutes 47 seconds West, a distance of 53.81 feet; thence North 12 degrees 46 minutes 25 seconds West, a distance of 96.66 feet; thence North 05 degrees 13 minutes 57 seconds West, a distance of 93.89 feet; thence North 26 degrees 47 minutes 52 seconds West, a distance of 69.48 feet; thence North 19 degrees 02 minutes 20 seconds West, a distance of 163.09 feet; thence North 03 degrees 43 minutes 42 seconds East, a distance of 88.94 feet; thence North 17 degrees 06 minutes 44 seconds East, a distance of 84.72 feet; thence North 27 degrees 03 minutes 17 seconds East, a distance of 77.33 feet; thence North 14 degrees 55 minutes 18 seconds East, a distance of 66.67 feet; thence North 10 degrees 43 minutes 26 seconds East, a distance of 78.41 feet; thence North 05 degrees 14 minutes 46 seconds East, a distance of 63.56 feet; thence North 00 degrees 12 minutes 12 seconds West, a distance of 49.41 feet to the point of beginning.

## CONSERVATION EASEMENT F:

A perpetual easement for conservation purposes over, under, and across that part of Outlot D, KOCH FARM SANCTUARY, Hennepin County, Minnesota, according to the recorded plat thereof, described as follows:

Commencing at the Southeast corner of Lot 3, Block 8, said KOCH FARM SANCTUARY; thence on an assumed bearing of North 16 degrees 36 minutes 59 seconds West, along the Easterly line of said Lot 3, a distance of 8.68 feet to the point of beginning; thence continue North 16 degrees 36 minutes 59 seconds West, along said Easterly line, a distance of 378.32 feet; thence North 15 degrees 20 minutes 05 seconds East, along said Easterly line of Lot 3, a distance of 334.91 feet; thence South 62 degrees 18 minutes 21 seconds East, a distance of 43.99 feet; thence South 47 degrees 19 minutes 39 seconds West, a distance of 32.19 feet; thence South 11 degrees 56 minutes 44 seconds West, a distance of 78.97 feet; thence South 13 degrees 38 minutes 06 seconds West, a distance of 64.43 feet; thence South 05 degrees 02 minutes 55 seconds West, a distance of 68.08 feet; thence South 06 degrees 46 minutes 19 seconds East, a distance of 78.99 feet; thence South 30 degrees 32 minutes 22 seconds East, a distance of 114.85 feet; thence South 15 degrees 52 minutes 16 seconds East, a distance of 45.73 feet; thence South 09 degrees 55 minutes 23 seconds East, a distance of 61.84 feet; thence South 03 degrees 55 minutes 40 seconds West, a distance of 88.75 feet; thence South 15 degrees 55 minutes 57 seconds West, a distance of 49.52 feet; thence South 59 degrees 39 minutes 52 seconds West, a distance of 33.96 feet to the point of beginning.



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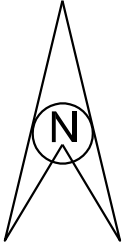
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Sheet 2 of 2 Sheets

Engineers & Land Surveyors, Inc.

<ul style="list-style-type: none"> <li>● denotes iron monument found</li> <li>○ denotes 1/2 inch by 14 inch iron pipe set and marked by License #40062</li> </ul>	Requested By:				Revised:
	<b>Tom Koch</b>				
	Date:	Drawn By:	Scale:	Checked By:	Project No.
	5-6-22	J.J.A.	1"=150'	P.E.O.	18-0199 E/F

# Easement Exhibit



1

5

OUTLOT E

Conservation  
Easement G  
Area =  
32447.34 S.F.

BREI

KESSEL

## CONSERVATION EASEMENT G:

A perpetual easement for conservation purposes over, under, and across all of Outlot E, KOCH FARM SANCTUARY, Hennepin County, Minnesota, according to the recorded plat thereof.



Engineers & Land Surveyors, Inc.

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- denotes iron monument found
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Requested By:

**Tom Koch**

Revised:

Date:

5-6-22

Drawn By:

J.J.A.

Scale:

1"=120'

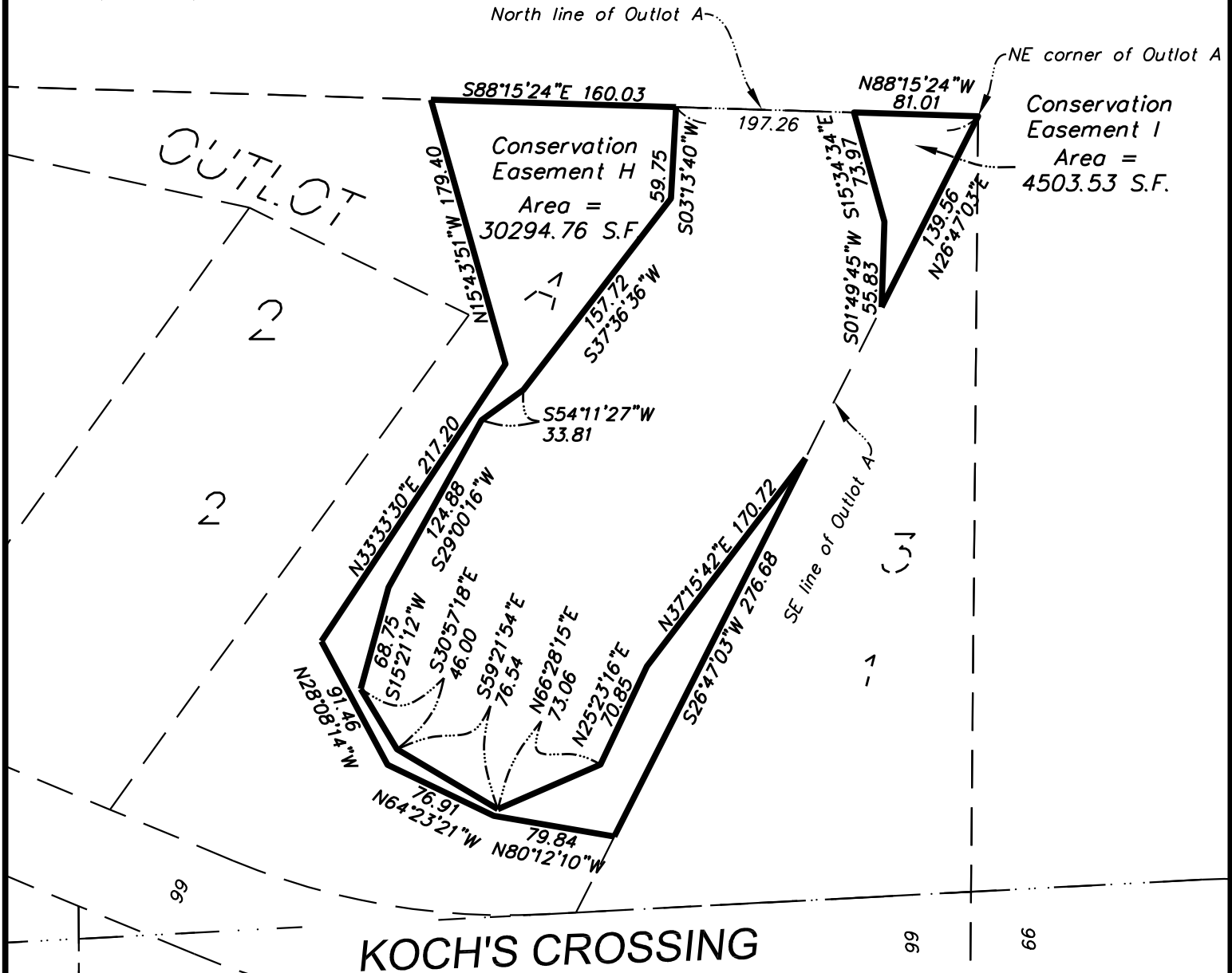
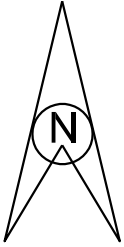
Checked By:

P.E.O.

Project No.

**18-0199 G**

# Easement Exhibit



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Sheet 1 of 2 Sheets

Engineers & Land Surveyors, Inc.

- denotes iron monument found
- denotes 1/2 inch by 14 inch iron pipe set and marked by License #40062

Requested By:

**Tom Koch**

Revised:

Date:

5-6-22

Drawn By:

J.J.A.

Scale:

1"=100'

Checked By:

P.E.O.

Project No.

18-0199 H/I

# Easement Exhibit

## CONSERVATION EASEMENT H:

A perpetual easement for conservation purposes over, under, and across that part of Outlot A, KOCH FARM SANCTUARY, Hennepin County, Minnesota, according to the recorded plat thereof, described as follows:

Commencing at the Northeast corner of said Outlot A; thence on an assumed bearing of North 88 degrees 15 minutes 24 seconds West, along the North line of said Outlot A, a distance of 197.26 feet to the point of beginning; thence South 03 degrees 13 minutes 40 seconds West, a distance of 59.75 feet; thence South 37 degrees 36 minutes 36 seconds West, a distance of 157.72 feet; thence South 54 degrees 11 minutes 27 seconds West, a distance of 33.81 feet; thence South 29 degrees 00 minutes 16 seconds West, a distance of 124.88 feet; thence South 15 degrees 21 minutes 12 seconds West, a distance of 68.75 feet; thence South 30 degrees 57 minutes 18 seconds East, a distance of 46.00 feet; thence South 59 degrees 21 minutes 54 seconds East, a distance of 76.54 feet; thence North 66 degrees 28 minutes 15 seconds East, a distance of 73.06 feet; thence North 25 degrees 23 minutes 16 seconds East, a distance of 70.85 feet; thence North 37 degrees 15 minutes 42 seconds East, a distance of 170.72 feet to the Southeast line of Outlot A; thence South 26 degrees 47 minutes 03 seconds West, along said Southeast line, a distance of 276.68 feet; thence North 80 degrees 12 minutes 10 seconds West, a distance of 79.84 feet; thence North 64 degrees 23 minutes 21 seconds West, a distance of 76.91 feet; thence North 28 degrees 08 minutes 14 seconds West, a distance of 91.46 feet; thence North 33 degrees 33 minutes 30 seconds East, a distance of 217.20 feet; thence North 15 degrees 43 minutes 51 seconds West, a distance of 179.40 feet to the North line of said Outlot A; thence South 88 degrees 15 minutes 24 seconds East, along said North line, a distance of 160.03 feet to the point of beginning.

## CONSERVATION EASEMENT I:

A perpetual easement for conservation purposes over, under, and across that part of Outlot A, KOCH FARM SANCTUARY, Hennepin County, Minnesota, according to the recorded plat thereof, described as follows:

Beginning at the Northeast corner of said Outlot A; thence on an assumed bearing of North 88 degrees 15 minutes 24 seconds West, along the North line of said Outlot A, a distance of 81.01 feet; thence South 15 degrees 34 minutes 34 seconds East, a distance of 73.97 feet; thence South 01 degrees 49 minutes 45 seconds West, a distance of 55.83 feet to the Southeast line of Outlot A; thence North 26 degrees 47 minutes 03 seconds East, along said Southeast line, a distance of 139.56 feet to the point of beginning.



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Sheet 2 of 2 Sheets

Engineers & Land Surveyors, Inc.

- denotes iron monument found
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Requested By:

**Tom Koch**

Revised:

Date:

5-6-22

Drawn By:

J.J.A.

Scale:

1"=100'

Checked By:

P.E.O.

Project No.

18-0199 H/I

## **Disturbed Upland Buffer Areas Planting and Maintenance Plan Koch Farm Sanctuary, Independence, MN**

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The Koch Farm Sanctuary development shows disturbed upland buffer requiring planting and management according to Pioneer-Sarah Creek WMC. The site previously consisted of farm fields encroaching on wetlands; therefore, the quality of buffers is anticipated to increase with development of the site and subsequent management of buffers. After construction activities have ceased, upland buffer that is disturbed during project grading will be seeded with a native seed mix and managed annually for weedy and invasive species. Upon final establishment, wetland buffer shall contain little or no bare soil and shall exhibit a dominance of native vegetation. Protocols to be followed for site preparation/seeding and maintenance are provided below.

### **Disturbed Upland Buffer Planting Plan**

#### **Site Preparation & Seeding (assuming fall seeding)**

Soils within the disturbed buffer areas will first be decompacted to a depth of 12 inches and organic matter will be incorporated into soils, and then fine graded/smoothed before the seeding work begins (to be done by the general contractor or excavator). The areas will be left/avoided for a minimum of 30 days to allow weeds to germinate and regrow.

A broad spectrum herbicide treatment will be applied as per manufacturer's directions. Herbicide treatment areas will be left/avoided for a minimum of 30 days before native seeding commences.

The soil will be harrowed or raked to create a smooth seedbed, and a roller or cultipacker will be used to create a firm seedbed. All seed will be applied by broadcasting, drilling or as otherwise recommended by the contracted revegetation specialist.

The proposed seed mix and rate for disturbed buffer areas is State Seed Mix 35-241 (Mesic Prairie General) or similar at a rate of 11.5 lbs/acre of grasses and forbs, and 25.0 lbs/acre of cover crop.

Native seed mix used will depend on the hydrologic conditions of the landscape post grading and seed availability. Seed shall be purchased from an approved seed company as listed on the MnDNR's native plant nursery list (or approved equal).

Newly seeded areas will be mulched with clean straw at a rate of 1.5 tons per acres. The straw will be disk anchored, where accessible. Upon completion of seed installation, a site visit will be conducted with the vegetation contractor to confirm seeding was consistent with the approved plan and collect seed tags.

## **Disturbed Upland Buffer Maintenance Plan**

A standard maintenance plan for areas of disturbed upland buffer is provided below. Revisions to this plan may occur. The intent of the management plan is to: 1) promote the growth of native species, and 2) control noxious and/or invasive species such as Canada thistle. When a noxious or invasive species occurs, the appropriate technique to control or eliminate that species will be implemented.

### **Year 1 (fall dormant seeding)**

- Fall dormant seed as described in the Planting Plan

### **Year 2 Management**

- Mow 2-3 times with mower deck 6-8 inches off the ground to prevent development of weedy species
- Spot spray perennial weedy species as needed

### **Year 2 Evaluation**

- Cover crop will be gone unless winter wheat was used in a fall planting
- Grasses forming clumps 1-6 inches apart in drill rows, but still short
- Some flowers should be blooming
- Flush growth of foxtail and other annuals may indicate need for more frequent mowing
- Supplemental seeding if needed

### **Year 3 Management**

- Mow 1-2 times with mower deck/bar approximately 12 inches off the ground to control weedy annuals
- Spot spray perennial weedy species as needed
- Supplemental seeding if needed

### **Year 3 Evaluation**

- Plantings should include a diverse mixture of native grasses and forbs
- Plantings should not include more than 50% invasive species



## MEMORANDUM

**TO:** Mark Kaltsas, Independence City Planner/Administrator

**CC:** Andrew Budde, City Engineer  
Shawn Bode, Public Works Supervisor

**FROM:** Shane Nelson, Water Resources Engineer

**DATE:** January 3, 2023

**RE:** Koch Farm – Water Resources Review

---

We have received and reviewed the Construction Plans, dated December 14, 2022, and Stormwater Report, dated April 18, 2022, and Koch Farm Sanctuary Creek Crossing report, dated June 3, 2022 for Koch Farm prepared by Otto Associates in the City of Independence and the Wetland Delineation Report, dated October 21, 2020, prepared by Kjolhaug Environmental Services Company, Inc. We would offer the following comments in regards to water resources:

Koch Farm is a proposed 33 lot, 141.35-acre residential development. The existing site contains a mixture of woodland, meadow/wetland and row crops. The site is located 0.6 miles west of Lake Independence, and the stormwater discharge from this project is conveyed to Lake Independence via natural drainage ways. Lake Independence is currently listed as an impaired water and has a TMDL for nutrients.

1. This project is located in close proximity to Lake Independence, which has an USEPA approved TMDL for nutrients. The Applicant / Contractor will be required to implement additional stormwater BMPs and erosion control measures during construction as required by City ordinances, watershed rules, and state permitting requirement.
2. Stormwater is proposed to be managed by the construction of 9 wet sedimentation (NURP) basins located within drainage and utility easements. Additionally, the Applicant is proposing the creation of Tree Preservation Areas, Grassland Conservation Buffers, and additional Wetland Buffers which will have an environmental and water quality benefit.
3. Stormwater runoff calculations have been provided and the proposed stormwater BMPs result in proposed runoff rates which are the same or lower than existing, as required by City code.
4. The Applicant has provided soil logs, which generally extend to depths of 14 inches to 24 inches below the surface. Due to the proximity of mottled soil/groundwater, infiltration was not feasible.
5. Water Quality calculations have been provided for this project. The Total Phosphorous (TP) will be reduced from 54.16 lb/yr in the pre-development condition to 39.61 lb/yr in the post development condition. The Total Suspended Solids (TSS) will be reduced from 13,887 lb/yr in the pre-development condition to 6,111 lb/yr in the post development condition. The removals for TP and TSS meet City ordinances.
6. The Wetland Delineation Report has recently been received and a Notice of Decision was issued on December 9, 2021 for the wetland boundary and type.

7. A Wetland Replacement plan will be required for the wetland impacts that are proposed. The Applicant shall submit a Wetland Replacement Plan for review and approval.
8. Buffer strips will need to be established as part of this project. A Disturbed Upland Buffer Areas Planting and Maintenance Plan has been provided and has been found to be acceptable.
9. The proposed buffer monument locations as proposed have been reviewed and have been found to be acceptable.
10. This project will require a watershed permit from Pioneer-Sarah Creek Watershed Management Commission.
11. The project will require a NPDES permit (General Permit MNR100001) from the Minnesota Pollution Control Agency (MPCA).

We recommend approval of the Final Plat contingent upon approval of a Wetland Replacement Plan.



**BOLTON  
& MENK**

Real People. Real Solutions.

2638 Shadow Lane  
Suite 200  
Chaska, MN 55318-1172

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

January 3, 2023

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

RE: Final Plat Application  
Koch Family Sanctuary  
Engineering Review #1

Dear Mr. Kaltsas:

As requested, we have completed an engineering review of the documents submitted on December 15, 2022 for the above referenced project. The review is based on documents dated 12/14/2022 and prepared by Otto Associates. Following are my comments for your consideration:

General:

1. Existing Kochs Xings may have existing private utilities withing the right of way. The right of way vacation process may allow these utilities to remain and easements to be designated. Has coordination happened to understand if all utilities will be required to relocate, and that no easement will remain for these facilities?
2. Lot 3 Block 4 has the house pad located in the rear of the property and only about a 15-foot width between the D&UE line and wetland buffer line. It is anticipated that grading for this future driveway may be cause future wetland buffer impacts and should be addressed/accounted for as part of the final plat.
3. Lot 4, Block 9 has the house pad located in the rear of the property and does not provide an adequate driveway location between the D&UE line and the drain field. Drain field orientation could possibly by adjusted to accommodate the driveway.
4. In the NW corner of Lot 1, Block 1 there appears to be a field approach to CR 90. Based on aerial photos is appears to actively allows access to both the development land and the land to the north. If access is to be maintained to the parcel to the north an ingress/egress easement should be provided across a portion of the lot or the field approach removed or relocated to the north.
5. In many areas the proposed Conservation Easement slightly extends over or stops short of lot lines. It is recommended to try to have the Conservation Easements and associated signage to follow lot lines to help minimize future encroachment/land disputes with property owners and the city. Potentially extend the Conservation Easements to:
  - a. Lot 2, Block 2 side yard
  - b. Lot 1, Block 4 rear
  - c. Lot 3, Block 4 side yard near Kocks Crossing
  - d. Lot 1-6, Block 5 rear
  - e. Lot 4, Block 7 rear

f. Lot 1, Block 11, rear yard

Potentially reduce encroachments into lots at:

- g. Lot 1, Block 9 rear
- h. Lot 1-3, Block 8 side & rear
- i. Lot 4 & 5, Block 9 rear

6. D&UE for storm sewer between Lot 4 Block 7 and Lot 6, Block 5 should extent to adjacent property lines and be a minimum of 25 feet wide.
7. EOF is provided in the rear of Lot 6 Block 5. Provide D&UE over swale Street profile from Sta 26+00-30+00 is at 6.75%. City ordinance 500.45 Subd. 3 requires minimum street grades for Minor Streets to be 6%.
8. Lot 1, Block does not list a minimum LO elevation.
9. The ROW stub provided near Sta 10+00 of Williams Way should be rough graded to an approximate roadway profile to the western property line. This will help ensure future encroachment agreements are not needed from adjacent property owners and that there is a clear expectation that a roadway could be extended through this area in the future.
10. A rock construction entrance is shown at the east connection with Kochs Crossing. All construction equipment and access to the site should occur from CR 90 to minimize hauling and complaints from existing residential properties. A rock construction access may be added to the existing Kochs Crossing connection that would likely get utilized during the earlier stages of construction.
11. Add black on yellow "No Outlet" to Williams Way roadway signage.
12. Bituminous trail at end of Williams Way exceeds 5% grade and is not ADA compliant. Provide a design that meets ADA requirements ideally with a max grade of 5% or less and ADA compliant pedestrian ramps.
13. All applicable city standard details and specifications should be followed for the final construction plans.
14. The following permits will need to be obtained and copies provided to the City conditional to City approval:
  - a. NPDES Permit for Stormwater Discharge
  - b. PSCWMC Permit
  - c. Wetland Conservation Act (WCA) Permit (MCWD and HAA are listed as the LGU)
15. The applicant will be required to submit a Maintenance Agreement for all stormwater management structures and facilities. The agreement must define maintenance responsibilities following completion of project, specify types and frequencies of inspection and maintenance activities, designate who will conduct inspection and maintenance activities, and outline reporting requirements.
16. .

#### Grading/Drainage:

17. Within vacated easement of Kochs Xing there is a culvert on Lot 3, Block 4. It is recommended to remove this culvert and grade to allow the north area to drain to the south via a ditch as part of the development grading. If left in place the culvert would become private and the city would not maintain it.

18. Outlot A: 100yr-HWL of both basins appear to encroach into adjacent lots. D&UE should be adjusted in these parcels to extend over the 100yr-HWL. Also, a D&UE should be extended over all of Outlot A.
19. The berm in Outlot B appears to fill a portion of a natural low area that may take away some of the existing stormwater storage and negatively impact the existing property owner to the east. Has this basin been modeled for impacts?
20. Outlot C has a basin with a HWL=974.0. The 974.0 elevation extends well into Lots 2-5, Block 5. D&UE should be extended to cover the 100yr-HWL. Conformation should be provided if septic drain fields can be in this easement.
21. At the eastern connection with Kock's Crossing it appears that ditch water is conveyed from the existing ditches into the proposed ditches.
22. Lots 1-2, Block 7 are labeled to have Min Low Floor elev of 983.7. Pioneer-Sarah Creek Watershed require 2 feet of freeboard and should be adjusted to 983.8 based on the adjacent storm pond 100-yr HWL.

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

Sincerely,

**Bolton & Menk, Inc.**

A handwritten signature in dark ink, appearing to read "And Bud", written in a cursive style.

**Andrew Budde, P.E.**

Independence City Engineer

## City of Independence

### ***Request for a Minor Subdivision to Allow a Lot Line Rearrangement Involving the Properties located at 2171 Copeland Road and 2052 Nelson Road***

---

<i>To:</i>	City Council
<i>From:</i>	Mark Kaltsas, City Planner
<i>Meeting Date:</i>	February 9, 2023
<i>Applicants:</i>	Chad Greenway
<i>Owners:</i>	Chad Greenway
<i>Location:</i>	2171 Copeland Road and 2052 Nelson Road

#### ***Request:***

Chad Greenway (Applicant/Owner) requests that the City consider the following action for the properties located at 2171 Copeland Rd. and 2052 Nelson Rd., Independence, MN (PID No. 19-118-24-14-0001 and 19-118-24-13-0003):

- a. A minor subdivision to permit a lot line rearrangement to adjust the property lines between the two subject properties.

#### ***Property/Site Information:***

There are two subject properties being considered. The applicant owns both properties and has an existing home on the north property and recently located a detached accessory structure on the south property. The north property has frontage on Copeland Road and the south property has frontage on both Copeland Road and Nelson Road. The property has the following site characteristics:

#### **Property Information: 2171 Copeland Road and 2052 Nelson Road**

Zoning: *Agriculture*

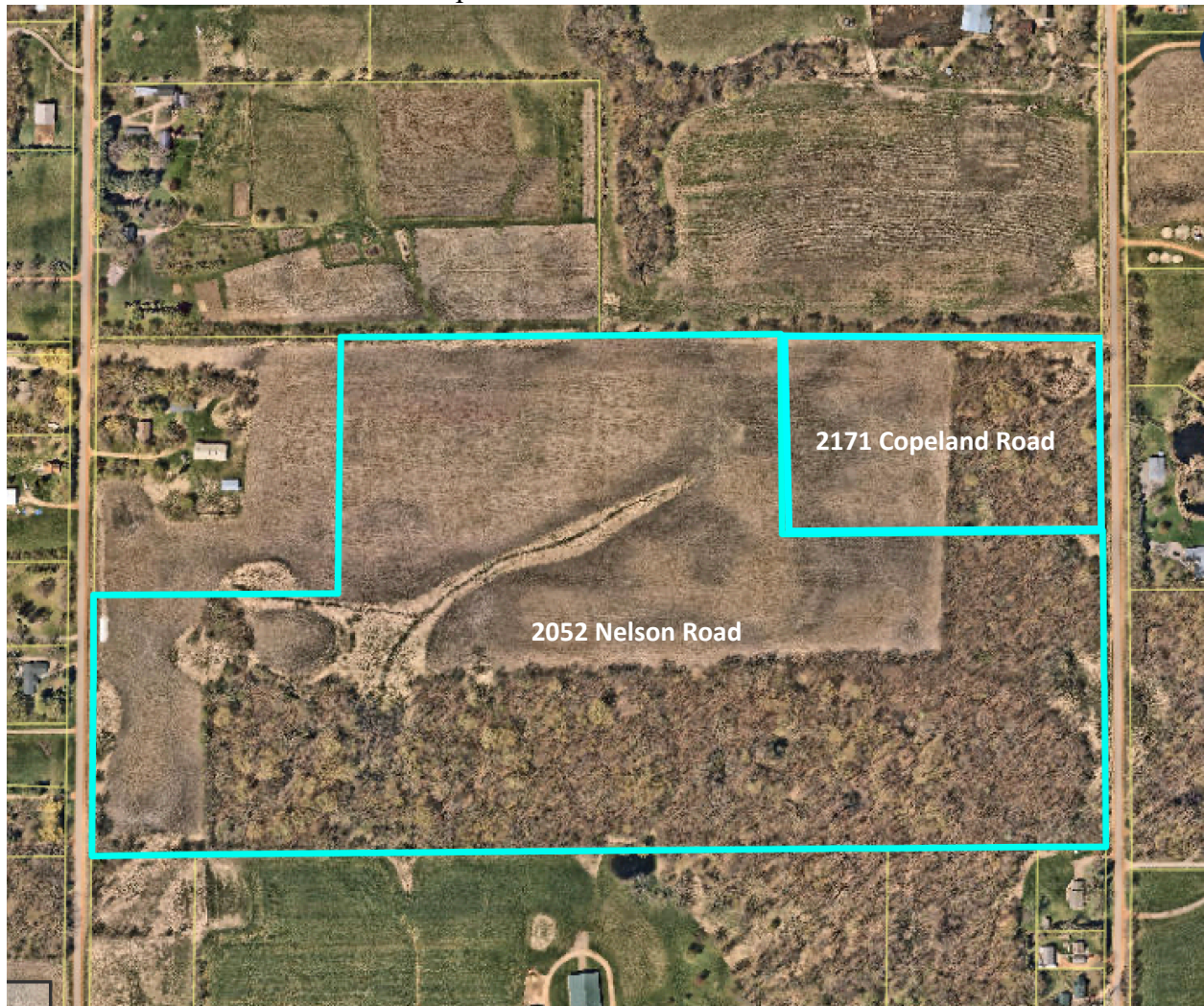
Comprehensive Plan: *Agriculture*

Acreage (Before):	<i>PID No. 19-118-24-14-0001</i>	<i>2 acres</i>
	<i>PID No. 19-118-24-13-0003</i>	<i>3.4 acres</i>

Acreage (After):	<i>5.4 acres</i>
------------------	------------------



2171 Copeland Rd. and 2052 Nelson Rd.



***Discussion:***

The applicant acquired a detached accessory structure (~22' x 35') and located on the south property which is defined as Parcel A (no principal structure). The applicant inquired whether or not a building permit was required for the accessory structure. The City reviewed the structure and noted that the structure would require a zoning permit and would have to be located on the same property as the principal structure (identified as Parcel B). The applicant asked if they could adjust the property line between their two properties. It was noted that lot line rearrangements are permitted in the AG-Agriculture zoning district. The applicant is now seeking consideration of a lot line rearrangement to expand the boundaries of Parcel B and reduce the boundaries of Parcel A.

The applicant is proposing to add 2.88 acres from Parcel A to Parcel B in the after condition. Parcel A will be reduced from 60.84 to 57.96 acres and Parcel B would be increased from 10.00 to 12.88 acres.

There are several items that should be noted by the City during consideration of the application:

1. The City does not have accessory structure square footage limitations for properties that are greater than 10 acres.
2. Parcel A in the after condition would still have a single building eligibility.
3. The proposed (existing) detached accessory building meets applicable building setbacks in the after condition.
4. The existing perimeter drainage and utility easements should be vacated and the requisite perimeter easements relating to the revised lot boundaries will need to be dedicated to the City. The applicant shall execute the necessary documents to convey the easements as determined necessary by the City.

The proposed subdivision to allow a lot line rearrangement appears to meet all applicable standards of the City's zoning and subdivision ordinance. The revised lots will continue to be consistent with the City's zoning ordinances and Comprehensive Plan.

***Neighbor Comments:***

The City has not received any written comments and no comments were provided at the public hearing regarding the proposed minor subdivision.

***Planning Commission Discussion and Recommendation:***

Planning Commissioners discussed the requested minor subdivision and asked questions of staff relating to the proposed subdivision. Commissioners clarified that the existing building on the Copeland Road property met the requirements for a principal structure. Staff confirmed that the existing building did meet and was considered a principal residence. Commissioners confirmed that proposed accessory structure would meet all applicable setbacks. Staff confirmed that the detached accessory structure meets all applicable setbacks. Planning Commissioners found that the minor subdivision met all applicable criteria and recommended approval to the City Council.

***Recommendation:***

The Planning Commission recommended approval of the requested minor subdivision with the following findings:

1. The proposed subdivision allowing a lot line rearrangement 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 dedicate the requisite drainage and utility easements to the City. The applicant shall execute the necessary documents to convey the easements as determined necessary by the City. It is recommended that the applicant request vacation of the existing perimeter drainage and utility easements.
3. The applicant shall pay for all costs associated with the City's review of the requested minor subdivision.
4. The applicant shall record the subdivision and City Council Resolution with Hennepin County within six (6) months of approval.
5. The applicant shall execute and record the requisite drainage and utility easements with Hennepin County within six (6) months of approval.

***Attachments:***

- 1. RESOLUTION No. 23-0209-01**
2. Application
3. Exhibits Depicting Before and After Conditions
4. Pictures of Existing Detached Accessory Structure



RESOLUTION OF THE  
CITY OF INDEPENDENCE  
HENNEPIN COUNTY, MINNESOTA

**RESOLUTION NO. 23-0209-01**

**A RESOLUTION GRANTING APPROVAL OF A MINOR SUBDIVISION TO ALLOW  
A LOT LINE REARRANGEMENT FOR THE TWO PROPERTIES  
LOCATED AT 2171 COPELAND ROAD AND 2052 NELSON 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 2010 to guide the development of the community; and

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

WHEREAS, Chad Greenway (the “Applicants/Owner”) submitted a request for minor subdivision to allow a lot line rearrangement the two properties located at 2171 Copeland Road and 2052 Nelson Road (PID No’s. 16-118-24-13-0003 and 16-118-24-42-0001): (the “Property”); and

WHEREAS, the Properties are zoned A-Agriculture; and

WHEREAS, the Properties are legally described on **Exhibit A** attached hereto; and

WHEREAS the requested minor subdivision 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 January 17, 2023, to review the application for a 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

Chad Greenway and grants approval of a minor subdivision to allow a lot line rearrangement for the properties in accordance with the City's zoning regulations with the following findings and conditions:

1. The proposed subdivision, allowing a lot combination, 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 minor subdivision will allow the subject properties to be realigned as depicted on the approved site plan attached hereto as **Exhibit B**.
3. The applicant shall dedicate the requisite drainage and utility easements to the City. The applicant shall execute the necessary documents to convey the easements as determined necessary by the City. It is recommended that the applicant request vacation of the existing perimeter drainage and utility easements.
4. The applicant shall pay for all costs associated with the City's review of the requested minor subdivision.
5. The applicant shall record the subdivision and City Council Resolution with Hennepin County within six (6) months of approval.
6. The applicant shall execute and record the requisite drainage and utility easements with Hennepin County within six (6) months of approval.

This resolution was adopted by the City Council of the City of Independence on this 9<sup>th</sup> day of February 2023, by a vote of \_\_\_\_ ayes and \_\_\_\_ nays.

---

Marvin Johnson, Mayor

ATTEST:

---

Mark Kaltsas, City Administrator



**EXHIBIT A**  
*(Legal Description)*

*PROPERTY DESCRIPTIONS:*

*Parcel A:*

*The South Half of the Northeast Quarter of Section 19, Township 118, Range 24, Hennepin County, Minnesota.*

*EXCEPT:*

*The West 659.80 feet of said South Half of the Northeast Quarter lying Northerly of the South 669.49 feet thereof.*

*ALSO EXCEPT:*

*The East 856.41 feet of said South Half of the Northeast Quarter, lying Northerly of the South 811.67 feet thereof.*

*AND*

*The North Half of said Northeast Quarter lying East of the West 659.80 feet thereof, and lying West of the East 856.41 feet thereof, and lying Southerly of a line described as follows:*

*Beginning at the Southeast corner of said North Half of the Northeast Quarter; thence Westerly to a point on the East line of the Northwest Quarter of said Northeast Quarter, distant 5.00 feet Northerly from the Southeast corner of said Northwest Quarter of the Northeast Quarter; thence Westerly to a point on the West line of said North Half of said Northeast Quarter, distant 10.00 feet Northerly of the Southwest corner of said North Half of said Northeast Quarter and said line there terminating.*

*Parcel B:*

*The East 856.41 feet of the South Half of the Northeast Quarter of Section 19, Township 118, Range 24, Hennepin County, Minnesota, lying Northerly of the South 811.67 feet thereof.*

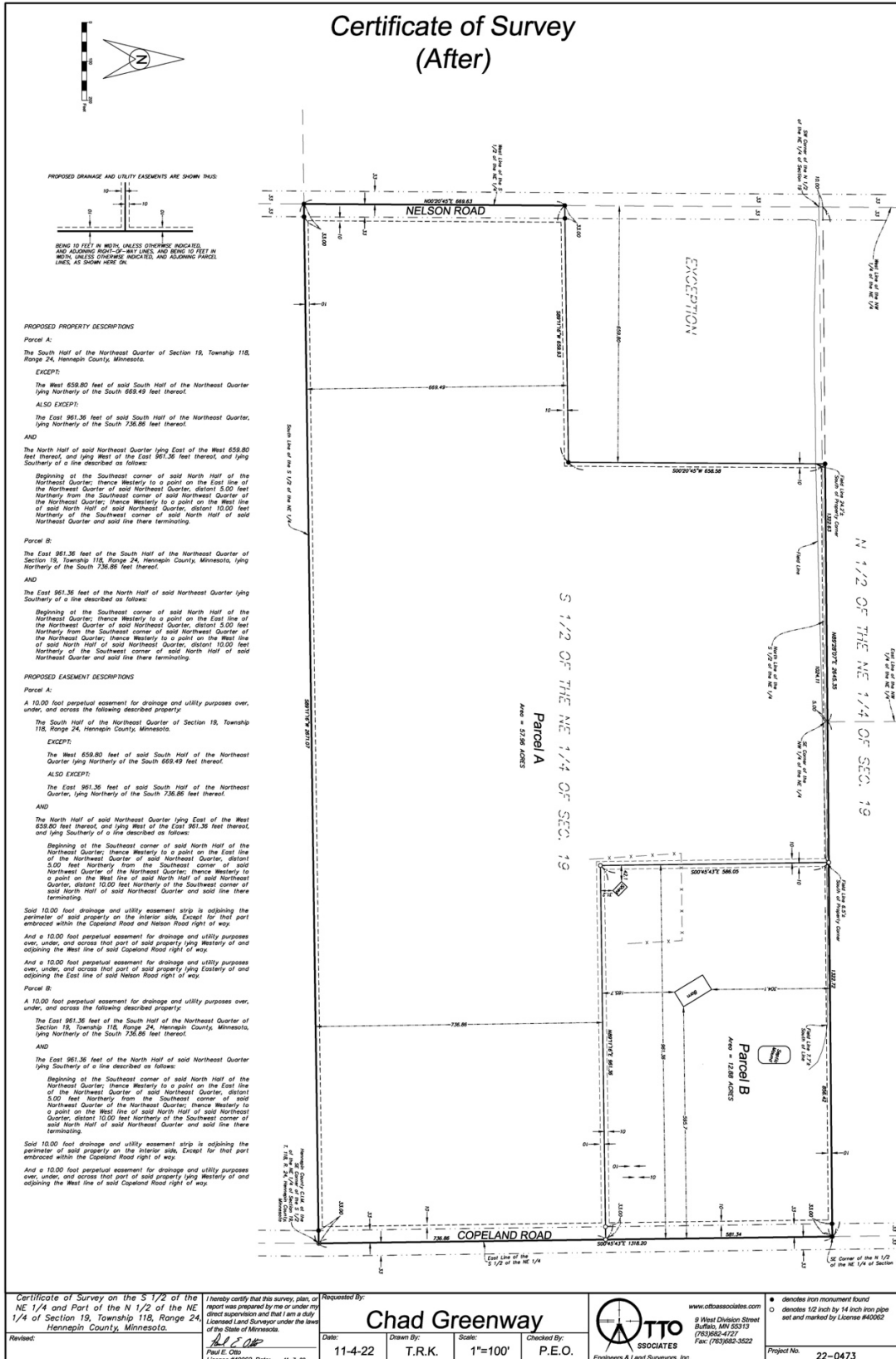
*AND*

*The East 856.41 feet of the North Half of said Northeast Quarter lying Southerly of a line described as follows:*

*Beginning at the Southeast corner of said North Half of the Northeast Quarter; thence Westerly to a point on the East line of the Northwest Quarter of said Northeast Quarter, distant 5.00 feet Northerly from the Southeast corner of said Northwest Quarter of the Northeast Quarter; thence Westerly to a point on the West line of said North Half of said Northeast Quarter, distant 10.00 feet Northerly of the Southwest corner of said North Half of said Northeast Quarter and said line there terminating.*

# EXHIBIT B (Site Plan)

## Certificate of Survey (After)







**CITY OF  
INDEPENDENCE  
MINNESOTA**

**Applicant Information**

Name: Chad Greenway  
Address: 2171 Copeland Rd.  
Independence, Minnesota  
55359  
Primary Phone: 6128044063  
Email: cgreenway18@gmail.com

**Owner Information**

Name: Chad Greenway  
Address: 2171 Copeland Rd.  
Independence, Minnesota  
55359  
Primary Phone: 6128044063  
Email: cgreenway18@gmail.com

Property Address: 2171 Copeland Rd

PID: 19-118-24-14-0001

Planning Application Type: Subdivision

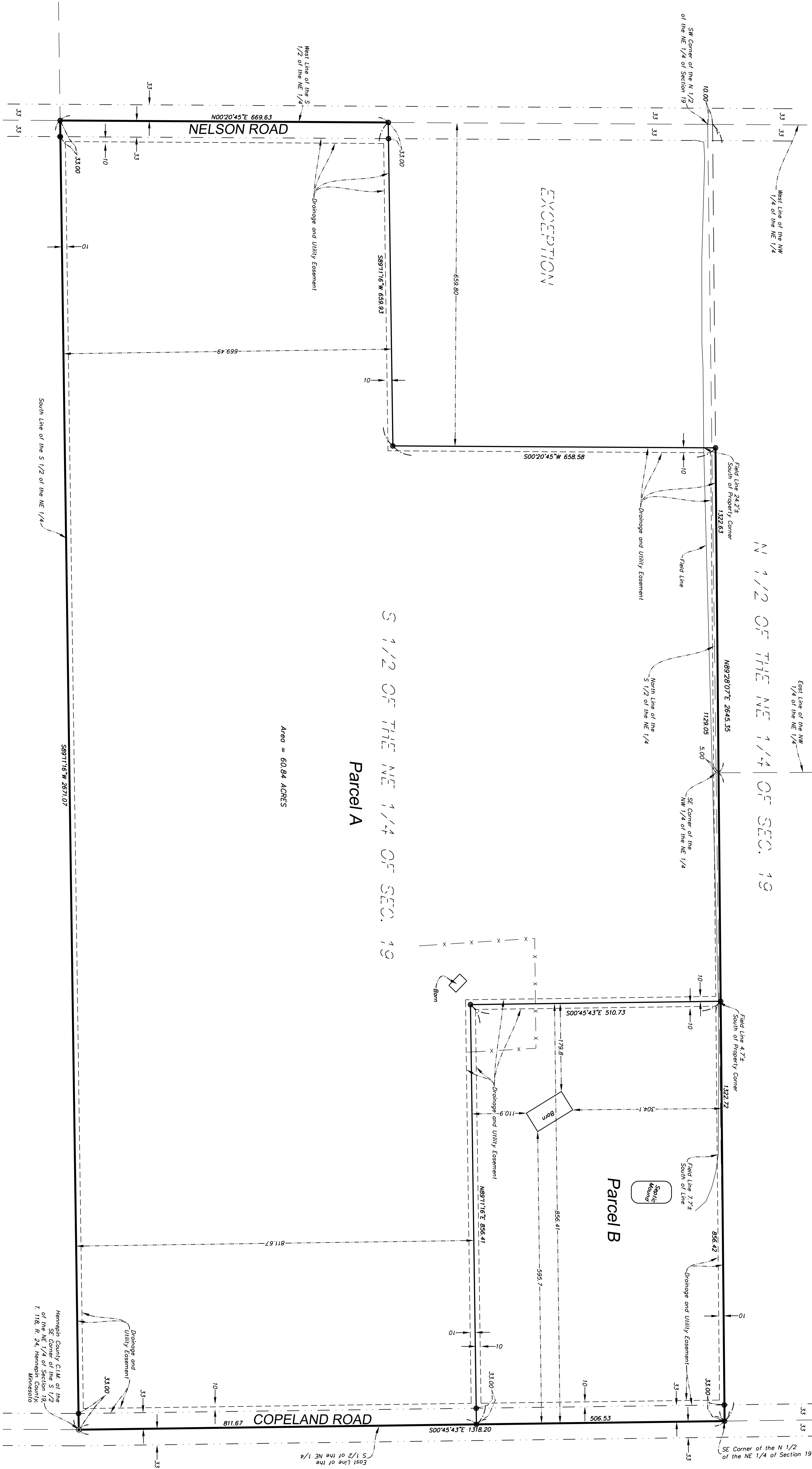
Subdivision Type: Lot Line Rearrangement, Rural View Lot, Minor Subdivision (3 lots or less)

Description: I am applying for a minor subdivision to permit a lot line rearrangement on my property at 2171 Copeland Rd.

Supporting Documents: Site Survey (Existing Conditions), Site Survey (Proposed Conditions)

Signature:

Certificate of Survey  
(Before)



PROPERTY DESCRIPTIONS:

Parcel A:

The South Half of the Northeast Quarter of Section 19, Township 118, Range 24, Hennepin County, Minnesota.

EXCEPT:

The West 659.80 feet of said South Half of the Northeast Quarter lying Northerly of the South 669.49 feet thereof.

ALSO EXCEPT:

The East 856.41 feet of said South Half of the Northeast Quarter, lying Northerly of the South 811.67 feet thereof.

AND

The North Half of said Northeast Quarter lying East of the West 659.80 feet thereof, and lying West of the East 856.41 feet thereof, and lying Southerly of a line described as follows:

Beginning at the Southeast corner of said North Half of the Northeast Quarter; thence Westerly to a point on the East line of the Northwest Quarter of said Northeast Quarter, distant 5.00 feet Northerly from the Southeast corner of said Northwest Quarter of the Northeast Quarter; thence Westerly to a point on the West line of said North Half of said Northeast Quarter, distant 10.00 feet Northerly of the Southwest corner of said North Half of said Northeast Quarter and said line there terminating.

Parcel B:

The East 856.41 feet of the South Half of the Northeast Quarter of Section 19, Township 118, Range 24, Hennepin County, Minnesota, lying Northerly of the South 811.67 feet thereof.

AND

The East 856.41 feet of the North Half of said Northeast Quarter lying Southerly of a line described as follows:

Beginning at the Southeast corner of said North Half of the Northeast Quarter; thence Westerly to a point on the East line of the Northwest Quarter of said Northeast Quarter, distant 5.00 feet Northerly from the Southeast corner of said Northwest Quarter of the Northeast Quarter; thence Westerly to a point on the West line of said North Half of said Northeast Quarter, distant 10.00 feet Northerly of the Southwest corner of said North Half of said Northeast Quarter and said line there terminating.

EASEMENT DESCRIPTIONS:

Parcel A:

A 10.00 foot perpetual easement for drainage and utility purposes over, under, and across the following described property:

The South Half of the Northeast Quarter of Section 19, Township 118, Range 24, Hennepin County, Minnesota.

EXCEPT:

The West 659.80 feet of said South Half of the Northeast Quarter lying Northerly of the South 669.49 feet thereof.

ALSO EXCEPT:

The East 856.41 feet of said South Half of the Northeast Quarter, lying Northerly of the South 811.67 feet thereof.

AND

The North Half of said Northeast Quarter lying East of the West 659.80 feet, lying West of the East 856.41 feet, and lying Southerly of a line described as follows:

Beginning at the Southeast corner of said North Half of the Northeast Quarter; thence Westerly to a point on the East line of the Northwest Quarter of said Northeast Quarter, distant 5.00 feet Northerly from the Southeast corner of said Northwest Quarter of the Northeast Quarter; thence Westerly to a point on the West line of said North Half of said Northeast Quarter, distant 10.00 feet Northerly of the Southwest corner of said North Half of said Northeast Quarter and said line there terminating

Said 10.00 foot drainage and utility easement strip is adjoining the perimeter of said property on the interior side, Except for that part embraced within the Copeland Road and Nelson Road right of way.

And a 10.00 foot perpetual easement for drainage and utility purposes over, under, and across that part of said property lying Westerly of and adjoining the West line of said Copeland Road right of way.

And a 10.00 foot perpetual easement for drainage and utility purposes over, under, and across that part of said property lying Easterly of and adjoining the East line of said Nelson Road right of way.

Parcel B:

A 10.00 foot perpetual easement for drainage and utility purposes over, under, and across the following described property:

The East 856.41 feet of the South Half of the Northeast Quarter of Section 19, Township 118, Range 24, Hennepin County, Minnesota, lying Northerly of the South 811.67 feet thereof.

AND

The East 856.41 feet of the North Half of said Northeast Quarter lying Southerly of a line described as follows:

Beginning at the Southeast corner of said North Half of the Northeast Quarter; thence Westerly to a point on the East line of the Northwest Quarter of said Northeast Quarter, distant 5.00 feet Northerly from the Southeast corner of said Northwest Quarter of the Northeast Quarter; thence Westerly to a point on the West line of said North Half of said Northeast Quarter, distant 10.00 feet Northerly of the Southwest corner of said North Half of said Northeast Quarter and said line there terminating.

Said 10.00 foot drainage and utility easement strip is adjoining the perimeter of said property on the interior side, Except for that part embraced within the Copeland Road right of way.

And a 10.00 foot perpetual easement for drainage and utility purposes over, under, and across that part of said property lying Westerly of and adjoining the West line of said Copeland Road right of way.

Note: Easements shown to be vacated and replaced with proposed easements on "After" Survey.

Certificate of Survey on the S 1/2 of the NE 1/4 and Part of the N 1/2 of the NE 1/4 of Section 19, Township 118, Range 24, Hennepin County, Minnesota.

Revised:

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

Paul E. Otto

License #40062 Date: 11-7-22

Requested By:

Chad Greenway

Date:

11-4-22

Drawn By:

T.R.K.

Scale:

1"=100'

Checked By:

P.E.O.



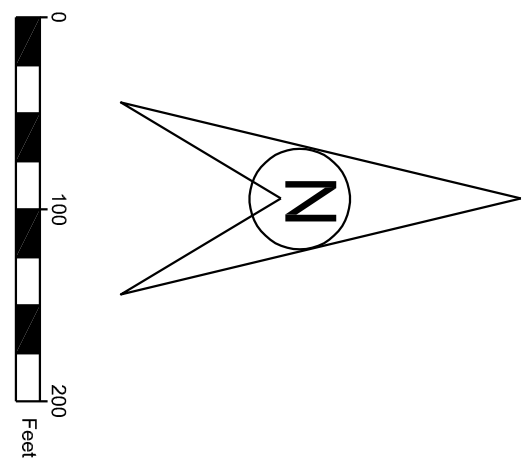
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9 West Division Street  
Buffalo, MN 55313  
(763)682-4727  
Fax: (763)682-3522

- denotes iron monument found
- denotes 1/2 inch by 14 inch iron pipe set and marked by License #40062

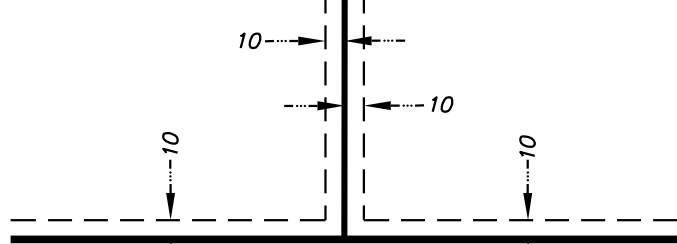
Project No.

22-0473

# Certificate of Survey (After)



PROPOSED DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED,  
AND ADJOINING RIGHT-OF-WAY LINES, AND BEING 10 FEET IN  
WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING PARCEL  
LINES, AS SHOWN HERE ON.

## PROPOSED PROPERTY DESCRIPTIONS

### Parcel A:

The South Half of the Northeast Quarter of Section 19, Township 118,  
Range 24, Hennepin County, Minnesota.

#### EXCEPT:

The West 659.80 feet of said South Half of the Northeast Quarter  
lying Northerly of the South 669.49 feet thereof.

#### ALSO EXCEPT:

The East 961.36 feet of said South Half of the Northeast Quarter,  
lying Northerly of the South 736.86 feet thereof.

### AND

The North Half of said Northeast Quarter lying East of the West 659.80  
feet thereof, and lying West of the East 961.36 feet thereof, and lying  
Southerly of a line described as follows:

Beginning at the Southeast corner of said North Half of the  
Northeast Quarter; thence Westerly to a point on the East line of  
the Northwest Quarter of said Northeast Quarter, distant 5.00 feet  
Northerly from the Southeast corner of said Northwest Quarter of  
the Northeast Quarter; thence Westerly to a point on the West line  
of said North Half of said Northeast Quarter, distant 10.00 feet  
Northerly of the Southwest corner of said North Half of said  
Northeast Quarter and said line there terminating.

### Parcel B:

The East 961.36 feet of the South Half of the Northeast Quarter of  
Section 19, Township 118, Range 24, Hennepin County, Minnesota, lying  
Northerly of the South 736.86 feet thereof.

### AND

The East 961.36 feet of the North Half of said Northeast Quarter lying  
Southerly of a line described as follows:

Beginning at the Southeast corner of said North Half of the  
Northeast Quarter; thence Westerly to a point on the East line of  
the Northwest Quarter of said Northeast Quarter, distant 5.00 feet  
Northerly from the Southeast corner of said Northwest Quarter of  
the Northeast Quarter; thence Westerly to a point on the West line  
of said North Half of said Northeast Quarter, distant 10.00 feet  
Northerly of the Southwest corner of said North Half of said  
Northeast Quarter and said line there terminating.

## PROPOSED EASEMENT DESCRIPTIONS

### Parcel A:

A 10.00 foot perpetual easement for drainage and utility purposes over,  
under, and across the following described property:

The South Half of the Northeast Quarter of Section 19, Township  
118, Range 24, Hennepin County, Minnesota.

#### EXCEPT:

The West 659.80 feet of said South Half of the Northeast  
Quarter lying Northerly of the South 669.49 feet thereof.

#### ALSO EXCEPT:

The East 961.36 feet of said South Half of the Northeast  
Quarter, lying Northerly of the South 736.86 feet thereof.

### AND

The North Half of said Northeast Quarter lying East of the West  
659.80 feet thereof, and lying West of the East 961.36 feet thereof,  
and lying Southerly of a line described as follows:

Beginning at the Southeast corner of said North Half of the  
Northeast Quarter; thence Westerly to a point on the East line of  
the Northwest Quarter of said Northeast Quarter, distant  
5.00 feet Northerly from the Southeast corner of said  
Northwest Quarter of the Northeast Quarter; thence Westerly to  
a point on the West line of said North Half of said Northeast  
Quarter, distant 10.00 feet Northerly of the Southwest corner of  
said North Half of said Northeast Quarter and said line there  
terminating.

Said 10.00 foot drainage and utility easement strip is adjoining the  
perimeter of said property on the interior side, Except for that part  
embraced within the Copeland Road and Nelson Road right of way.

And a 10.00 foot perpetual easement for drainage and utility purposes  
over, under, and across that part of said property lying Westerly of and  
adjoining the West line of said Copeland Road right of way.

And a 10.00 foot perpetual easement for drainage and utility purposes  
over, under, and across that part of said property lying Easterly of and  
adjoining the East line of said Nelson Road right of way.

### Parcel B:

A 10.00 foot perpetual easement for drainage and utility purposes over,  
under, and across the following described property:

The East 961.36 feet of the South Half of the Northeast Quarter of  
Section 19, Township 118, Range 24, Hennepin County, Minnesota,  
lying Northerly of the South 736.86 feet thereof.

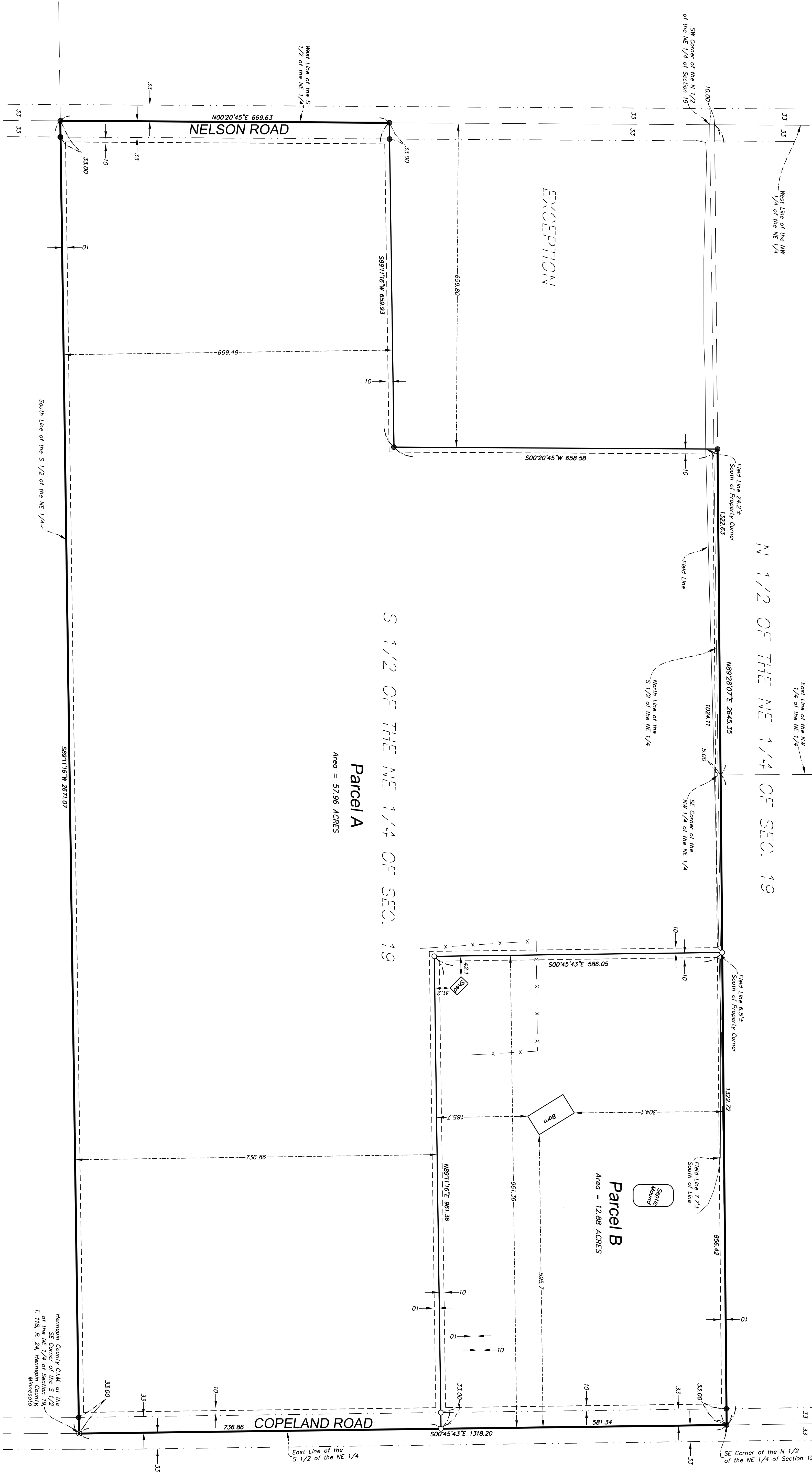
### AND

The East 961.36 feet of the North Half of said Northeast Quarter  
lying Southerly of a line described as follows:

Beginning at the Southeast corner of said North Half of the  
Northeast Quarter; thence Westerly to a point on the East line of  
the Northwest Quarter of said Northeast Quarter, distant  
5.00 feet Northerly from the Southeast corner of said  
Northwest Quarter of the Northeast Quarter; thence Westerly to  
a point on the West line of said North Half of said Northeast  
Quarter, distant 10.00 feet Northerly of the Southwest corner of  
said North Half of said Northeast Quarter and said line there  
terminating.

Said 10.00 foot drainage and utility easement strip is adjoining the  
perimeter of said property on the interior side, Except for that part  
embraced within the Copeland Road right of way.

And a 10.00 foot perpetual easement for drainage and utility purposes  
over, under, and across that part of said property lying Westerly of and  
adjoining the West line of said Copeland Road right of way.



Certificate of Survey on the S 1/2 of the  
NE 1/4 and Part of the N 1/2 of the NE  
1/4 of Section 19, Township 118, Range 24,  
Hennepin County, Minnesota.

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

Requested By:

Chad Greenway

Date:

11-4-22

Drawn By:

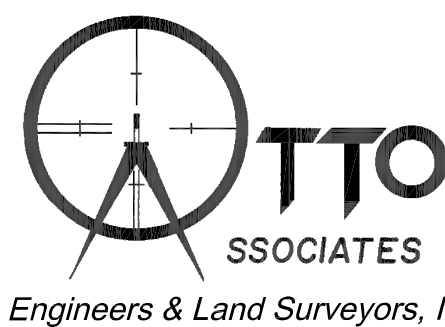
T.R.K.

Scale:

1"=100'

Checked By:

P.E.O.



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Fax: (763)682-3522

● denotes iron monument found  
○ denotes 1/2 inch by 14 inch iron pipe  
set and marked by License #40062

Project No.

22-0473

Paul E. Otto  
License #40062 Date: 11-7-22





OVERSIZE LOAD



## City of Independence Auditor Engagement Proposal

---

*To:* City Council  
*From:* Mark Kaltsas, City Administrator  
*Meeting Date:* February 9, 2023

### ***Discussion:***

The City of Independence has utilized CLA (CliftonLarsonAllen LLP) since 2015 to perform the annual financial audit. The City was notified at the end of 2022 that CLA would not be able to continue performing the annual audit. Many metropolitan cities saw similar cancelation of auditing services as a result of a lack of staffing for many audit firms. In response to the notification, the City utilized our financial services consultant (ABDO) to assist in identifying potential firms and seeking proposals from those select audit firms in Minnesota.

The City received (1) one proposal from BerganKDV to perform services for 2023 (for 2022 financials) with an option for two subsequent years at an approximate 4% annual increase. The City's total audit costs in 2022 (for 2021 financials) was \$16,500. The City has known its low cost for audit services were of high value for the past several years and anticipated an increase at some point moving forward. The proposed fee for services provided in 2023 is \$23,900. Please noted that the City will need to adjust the 2023 budget to reflect the additional cost but has the ability to move consulting fees to accommodate the increase.

ABDO highly recommends this audit firm and staff believes that BerganKDV will provide a high level of service to the City.

### ***Council Recommendation:***

Council is being asked to consider making a motion to approve engagement with BerganKDV to provide audit services for 2023 (for 2022 financials) and authorizing the Mayor and City Administrator to execute the engagement letter.

***Attachments:*** Fee Proposal from BerganKDV



January 13, 2023

Members of the City Council  
1920 County Rd 90  
Independence, MN 55359

This letter is to provide the proposed audit fees for a three-year period for the audit of the basic financial statements and assistance with the preparation of the basic financial statements as of and for the year ended December 31, 2022 and an option to extend these services for the year ended December 31, 2023 and December 31, 2024. Our proposed fees are as follows:

December 31, 2022 - \$ 23,900

December 31, 2023 - \$ 24,850

December 31, 2024 - \$ 25,800

Single audit fees will be negotiated separately if the City expends more than \$750,000 in federal awards.

With the City Council's approval of the services and fees as outlined above, we will send an engagement letter that will confirm and summarize the understanding of the terms and objectives of our engagement.

We appreciate the opportunity to be of service to you. If you have any questions, please let us know.

Sincerely,



Andrew Grice, CPA  
Government Audit Partner  
BerganKDV

