



CITY COUNCIL MEETING AGENDA
TUESDAY APRIL 18, 2023

******PLEASE NOTE******

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

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

CITY COUNCIL MEETING TIME: 6:30 PM

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

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

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

- a. Approval of City Council Minutes from the April 4, 2023, Regular City Council Meeting.
 - b. Approval of City Council Minutes from the April 4, 2023, Board LBAE City Council Meeting.
 - c. Approval of Accounts Payable (Batch # 1; Checks Numbered 21933-21957 and Batch # 2; Checks Numbered 21958-21976).
 - d. 1st Quarter Building Permit Report (For Information Only).
5. Set Agenda – Anyone Not on the Agenda can be Placed Under Open/Misc.
 6. Reports of Boards and Committees by Council and Staff.
 7. West Hennepin Public Safety Monthly Report for March 2023 – Chief Gary Kroells.
 8. Consider Approval of the Town Line Road Joint Powers Agreement (JPA). The Cities of Independence, Medina and Orono have Agreed to Reconstruct Town Line Road from the BNSF Railroad to County Road 6. The JPA Will Formalize the Project.

9. Consider an Amendment to the Quad City Agreement. The Proposed Amendment Will Provide Independence With 27 Additional Residential Sewer Connections for the BridgeVine Subdivision.
10. Consider Approval of Public Works Capital Equipment Purchase in Accordance with Approved Capital Equipment Plan:
 - a. Authorization to Purchase and Order the 2023 Case IH Maxxum 125 AD4 STG 5 W Loader and Bomford VFA Hawk Mower for 2024 Delivery.
11. Open/Misc.
12. Adjourn.

MINUTES OF A REGULAR MEETING OF
THE INDEPENDENCE CITY COUNCIL
TUESDAY, APRIL 4, 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 Betts and Grotting.

ABSENT: McCoy and Spencer.

STAFF: City Administrator Kaltsas and City Administrative Director Simon.

VISITORS: Lauren Davis

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

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

- a. Approval of City Council Minutes from the March 28, 2023, Regular City Council Meeting.
- b. Approval of City Council Minutes from the March 28, 2023, Pre-Board LBAE City Council Meeting.
- c. Approval of Accounts Payable (Batch # 1; Checks Numbered 21921-21932).

Motion by Johnson, seconded by Betts to approve the Consent Agenda. Ayes: Johnson, Betts, and Grotting. Nays: None. Absent: McCoy and Spencer. Abstain. None. MOTION DECLARED CARRIED. 3-0

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

6. REPORTS OF BOARDS AND COMMITTEES BY COUNCIL AND STAFF

Grotting attended the following meetings:

- Council meeting (virtually)
- Maple Plain Fire Dept awards

Betts attended the following meetings:

- Maple Plain Fire Dept awards

Johnson attended the following meetings:

- Corridors of Commerce Hwy 55
- Maple Plain Fire Dept awards

Kaltsas attended the following meetings:

- Maple Plain Fire Dept awards

Simon attended the following meetings:

- none

7. Consider Approval of Public Works Capital Equipment Purchase in Accordance with Approved Capital Equipment Plan:

- a. Authorization to Purchase 2018 Used CRAFCO SS125 Crack Seal Melter - Diesel

We project out about a 20-year capital equipment purchase plan and update it annually when doing our budget. We have talked about this item for a while. We have worked with surrounding cities to share and borrow it, and it is holding us back from using it at the most opportune time. Shawn and his team went out to see what options were available. It is identical to the model Medina has that we have been using, so the staff knows how to use it. This costs \$32,000 which is below what we'd budgeted.

Mayor Johnson- It is time sensitive when you can do the work, and when you are sharing equipment, you can't coordinate that. We have more roads to do and are in a position to do it.

Motion by Grotting, seconded by Betts to approve the purchase of a Used 2018 CRAFCO SS125 Crack Seal Melter- Diesel. Ayes: Johnson, Betts, and Grotting. Nays: None. Absent: McCoy and Spencer. Abstain. None. MOTION DECLARED CARRIED. 3-0

8. Open/Misc

Lauren Davis – My husband and I have lived here 6 years, and this is my first council meeting. Regarding roads and Public Works, I've tried to reach Shawn since 2021 to get Hitsman Lane repaired. What is the best way to get gravel roads repaired?

Mayor Johnson – There is going to be a work session soon.

Kaltsas- Acutely we can look at your road. We are trying to put together a long-term plan with gravel roads as this year has been horrendous. In general, the City is in need of an overhaul of adding materials to gravel roads. We've run the lifespan and are talking about putting together a larger, city-wide gravel rejuvenation project.

Mayor Johnson- That may be a road that is up in the air with the Hwy 12 repairs as well. WHPS Director Gary Kroells would most likely have the long-range study for you, Lauren.

Davis – Both we and our neighbor have big trailers that need to safely get in and out of there.

9. Adjourn

Motion by Johnson, seconded by Grotting to adjourn the City Council Meeting at 6:52 pm. Ayes: Johnson, Betts, and Grotting. Nays: None. Absent: McCoy and Spencer. Abstain. None. MOTION DECLARED CARRIED. 3-0

Meeting Adjourned.

Respectfully submitted,

Linda Johnson, Recording Secretary



BOARD OF APPEAL AND EQUALIZATION (LBAE) MINUTES
TUESDAY, APRIL 4, 2023
6:00 P.M.

1. CALL TO ORDER

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

2. ROLL CALL

PRESENT: Mayor Johnson and Councilors Betts and Grotting.

ABSENT: McCoy and Spencer.

STAFF: City Administrator Kaltsas, City Administrative Services Director Simon

VISITORS: Hennepin County Assessor Joby Rausch, Dave Thompson and Jason Veit-
Hennepin County Assessor Office, Kenton Anderson, Robert Babcock, Marty
Chelstrom, Kent Lee, and Wyman Haberer.

3. Hennepin County Assessor Joby Rausch: Present Preliminary Local Board of Appeals and Equalization Information

Johnson explained that this is an annual event. This is the first step and if someone wants to appeal their evaluation you need to come before Council and regardless of what our decision you can still appeal with the Hennepin County LBAE at a later date. We need to have at least 2 council members that have gone through LBAE training, and we have a quorum tonight.

Joby Rausch, Hennepin County Assessor introduced himself as one of the principle residential appraisers in Hennepin County for the county and the lead appraiser of Independence. He stated that the valuation data comes from sales between October 1, 2021, to September 30, 2022. In that time there were 30 good home sale transactions, down from 33 sales the previous year. Overall, the sales indicated an average increase of 8.7% of residential sale types. This does not include new construction or property type shifts. Commercial is up about 17%, Industrial is up 37.4%, and Agricultural is up about 7.7%. The Tillable rates increase this year was quite significant this year compared to other years. The increase went from \$7,300 to \$8,800. Pasture and Woods increased from \$2,600 to \$2,800. Wetlands stayed relatively flat at \$1,000. Storage Condos this year saw a very large increase since this is the first time there has been a sale in a long time. The

increase was about 46%. Independence has been quite low for quite some time so that is why it is seeing a larger increase this year.

Joby Rausch said the 2023 assessment is as follows:

The Total Market Value for Independence is \$1,141,773,600 and that includes New Construction of \$12,343,900. The Net Percentage Increase for all property types was 8.9% and the Gross Percentage that would include New Construction was at 10.1%. Yearly, we review 1/5 of the City's properties. This year areas North and South of Maple Plain were reviewed and include sections 23, 24, 25, 26, and 27.

Mayor Johnson stated that the latest evaluations used are from 6 months ago, ending September 30, 2022. There was a 19% increase for the previous year, and this year was another 8+% in home evaluations.

Kenton Anderson at 3447 Cty Rd 92, PID 09-118-24-31-0002 asked how his value went up since interest rates went up. He wanted it clarified if he's being taxed on history or present-day. Johnson stated that evaluations have remained stable, but sales have been going down and the reaction is quite delayed. Rausch said that the County is always looking at the same study period- the previous 12-18 months. If the market changes after that fact, it will be reevaluated the following year. If interest and inflation cause values to drop or level out, then we look at those following.

Robert Babcock at 360 Kuntz Dr., PID 33-118-24-31-0003 came to listen, but he spoke with Joby who had agreed that his value would be reviewed.

Marty Chelstrom at 3150 Brei Kessel Rd., PID 14-118-24-12-0003 shared statistics with the Council that he had previously shared with HC Assessor Rausch regarding the process. His neighborhood is seeing a 20% overall increase while other adjoining ones are averaging 11% and 9%. Joby looks at these neighborhoods individually, and Marty doesn't agree with that premise. He asked if these micro-neighborhoods get their own rates, then why wouldn't Brei Kessel have its own micro-neighborhood, too? Most of these homes have larger acreage, are closer to the big comps which are driving values up, yet their increases are ½ of mine with the same curb appeal. He urged the Council to show appreciation for that fact. Meadow Ridge had a 12% bump. Hillstrom had a 10% bump. Fieldstone Place had an 11% bump. McDow Lane 5%, 11%, closer than he was at a 20% increase. Melissa had previously come by and reduced it to 15%, so he had a 35% increase over two years. The trend is downward now, and he knows that the Council is in arrears with the study. He urged the Council to consider Brei Kessel its own micro-neighborhood.

Grotting stated when doing a comparative market analysis, we wouldn't limit it to a couple of streets in Independence. He could do that in St. Louis Park but not in Independence. We must expand in order to get some data and some valuation info for the client. Marty asked how other neighborhoods were taxed at half the rate that he was. Joby had not yet viewed his house and Mayor Johnson reminded that he needed to let Joby visit you at your house. Marty said this will continue to be a yearly conversation and wondered what his recourse is if he gets another 20% increase. He asked if the City thinks it is a good idea to micro neighborhood. Mayor Johnson

stated that it's been done that for years and that the City doesn't have any authority over Hennepin County. Joby said a lot of neighborhoods are compared with similar properties, land, connected roads, wooded, etc. Grotting thanked them for their input but noted changing Hennepin County Assessor's Department policies isn't happening in this meeting. He's wondering if this is the same approach as for other cities and if there is an opportunity to rethink that on fringe municipalities. Rausch said that all data should have reflected the individual neighborhood as well as a whole.

Mary Fehn at PID 13-118-24-24-0031 was trading messages with Joby and had mentioned that she'd sold 1/3 of her land to my neighbor and had received a 20% increase and asked for it to be looked at. Joby had not had the chance to look at it yet. She asked if there was a cap on anyone with disabilities. Joby said there was not. She had been told there is an advantage for homesteading as disabled but had not seen any benefit. She would like it for her land value. Joby will look at her property with the reduced acreage, but it is valued according to current sales.

Kent Lee at 6651 Fox Ridge Cir., PID 34-118-24-44-0002 had spoken with Joby today and appreciated his quick response. They received a 20+% value increase last year and received a 12% increase this year but thought a 6% increase would be much more reasonable. They are on the West side of Painters Marsh, not in a neighborhood, and live on a gravel road which factors in when driving. They purchased in 2014 at a price that was significantly below assessed value, but we believe to give some year over year resistance to the increases. Mayor Johnson said his property would be added into the record for recommended studies.

Kent Anderson asked for a positive spin for the future value and tax increases and wondered if taxes were going to continue to rise. Mayor Johnson shared that 2008/2009 were the highest they'd been for years and then everything dropped. Until 3 years ago, home valuation hit what they were in 2008. If we see interest rates as they are and dropping values, we will see a downward trend immediately. As shared in the Spring Newsletter, the Council tried to be extremely careful in our budget to drop the rate considerably so that we could keep a flat rate in taxes. 50+% of our residents will see a flat or negative on taxes. Grotting encouraged Anderson to be a part of the budget meetings where he can see how mindful the Council is to keep the taxes flat. The County level's budget process also plays into the taxes. Unfortunately, we're running out of time to educate on the process of tax calculation and the actual taxes.

Assessor Rausch read into the record the following 14 properties who have been reviewed, given recommendations, and the owners have agreed to the values of:

11-118-24-43-0005 - 3251 Brei Kessel - reduced from \$1,052,100 to \$988,000.
14-118-24-42-0008 - 6000 Providence Cur - reduced from \$1,031,400 to \$975,000.
17-118-24-44-0009 - 2465 Co Rd 92 - reduced from \$955,800 to \$844,800.
24-118-24-23-0008 - 5395 Pagenkopf - reduced from \$602,400 to \$535,000.
26-118-24-42-0001 - 5810 Drake - reduced from \$444,600 to \$370,000.
26-118-24-42-0005- Unassigned - reduced from \$92,000 to \$70,000.
27-118-24-41-0002- 1190 Polo Club - reduced from \$780,900 to \$724,000.

27-118-24-42-0003- Unassigned - reduced from \$35,000 to \$20,000.
27-118-24-43-0004- 1005 Polo Club - reduced from \$771,500 to \$726,000.
28-118-24-23-0001- 7850 Turner Rd- reduced from \$624,300 to \$564,400.
28-118-24-32-0007 – 7845 Turner Rd - reduced from \$894,400 to \$814,000.
33-118-24-31-0003 – 360 Kuntz Dr - reduced from \$630,300 to \$600,000.
22-118-24-44-0010 – 6461 US Hwy 12 - reduced from \$2,218,000 to \$1,865,000.
22-118-24-44-0013 – 1799 Co Rd 90 - reduced from \$1,888,000 to \$1,500,000.

Motion by Betts, second by Grotting to approve the valuations listed above per Joby Rausch's recommendation. Ayes: Johnson, Betts, and Grotting. Nays: None. Abstain: None. Absent: Spencer and McCoy. MOTION DECLARED CARRIED. 3.0

Since the meeting will remain open, anyone here can appeal their property value with Hennepin County Assessor Joby Rausch. People can still call and be entered into the re-convene meeting.

Those who met with Joby Rausch and agreed to changes prior to 10 days before this council meeting do not have to be recognized by the LBAE.

Motion by Grotting, second by Betts to re-convene on April 18th at 6:00pm. Ayes: Johnson, Betts, and Grotting. Nays: None. Abstain: None. Absent: Spencer and McCoy. MOTION DECLARED CARRIED. 3.0

Meeting adjourned at 6:37pm.

Respectfully submitted,

Linda Johnson, Recording Secretary

Surgcharges

												Total Fees includes surcharge				Total Surcharge		Total Fees w/o Surcharge		VALUE		FINAL	
DATE	#	Applicant	ADDRESS	PID #	PERMIT TYPE	O	Mechanical	Plumbing	Base Value	Septic	Sewer												
1/5/23	23-01	Alex Van Vlaenderen	8590 Co Rd 6	32-23-0001	Other	\$ 10.00							\$ 556.96	\$ 10.00	\$ 546.96	\$ 20,000.00							
1/9/23	23-02	Kelli Gugsberg	236 Co Rd 92	32-41-0042	Replacement Windows (7)	\$ 1.00							\$ 161.00	\$ 1.00	\$ 160.00	\$ 12,922.00							
1/11/23	23-03	Paul Bunyan Plumbing	3425 Induhapi Trail	12-41-0001	Plumbing			\$ 1.00					\$ 601.00	\$ 1.00	\$ 600.00	\$ 47,000.00	FINAL						
1/19/23	23-04	Moorhouse Farms	7949 Co Rd 11	09-22-0003	Demo Grain Bin and Tack Shed	\$ 1.00							\$ 201.00	\$ 1.00	\$ 200.00								
1/25/23	23-05	Molly Neary	6804 Rachel Ridge Ct	03-12-0005	Kitchen Vent Hood		\$ 1.00						\$ 101.00	\$ 1.00	\$ 100.00	\$ 750.00							
1/17/23	23-06	Jenna Hirsch	422 Game Farm Rd N	34-23-0007	Gas Fireplace/Gas Line	\$ 1.00							\$ 101.00	\$ 1.00	\$ 100.00	\$ 8,000.00							
1/23/23	23-07	Carissa Gross	6910 Dylan Lane	03-14-0005	Replace Air Exchanger	\$ 1.00	\$ 1.00						\$ 101.00	\$ 1.00	\$ 100.00	\$ 3,125.00	FINAL						
1/25/23	23-08	Bursch Bros	1125 Polo Club Rd	27-41-0009	Septic Install				\$ 100.00				\$ 100.00	\$ -	\$ 100.00								
1/25/23	23-09	James Sneljes	1215 Copeland Rd	30-14-0002	Replace Furnace and AC		\$ 1.00						\$ 201.00	\$ 1.00	\$ 200.00	\$ 14,500.00							
1/26/23	23-10	Vivian Xiong	1398 County Rd 83	25-23-0001	Furnace Replacement		\$ 1.00						\$ 101.00	\$ 1.00	\$ 100.00	\$ 4,875.00							
1/26/23	23-11	Jill Bettin	2310 Old Post Rd	22-11-0010	Replace Water Heater			\$ 1.00					\$ 51.00	\$ 1.00	\$ 50.00	\$ 1,000.00							
1/30/23	23-12	Hanson Builders	4762 S Lake Sarah Dr	02-22-0024	New Construction - SFD	\$ 1.00	\$ 1.00	\$ 1.00		\$ 125.00			\$ 4,789.55	\$ 156.50	\$ 4,633.05	\$ 313,237.20							
1/31/23	23-13	Molly Neary	190 Co Rd 92 N	32-44-0003	Ductwork		\$ 1.00						\$ 101.00	\$ 1.00	\$ 100.00	\$ 7,450.00							
1/30/23	23-14	Window Nation	2090 N. Budd St.	24-13-0009	S - Windows	\$ 1.00							\$ 141.00	\$ 1.00	\$ 140.00	\$ 6,930.00							
2/8/23	23-15	Dan Etzel	2585 Becker Rd	14-34-0001	Main Floor Remodel	\$ 16.50		\$ 1.00					\$ 955.08	\$ 17.50	\$ 937.58	\$ 35,000.00							
2/8/23	23-16	B&D Plumbing/Heating/AC	2855 Providence Place	14-41-0008	Plumbing/Mechanical			\$ 1.00					\$ 111.00	\$ 1.00	\$ 110.00	\$ 9,000.00							
2/8/23	23-17	Jacey Berens	4727 S Lake Sarah Dr	03-12-0011	Window Replacement	\$ 1.00							\$ 101.00	\$ 1.00	\$ 100.00	\$ 6,341.02							
2/9/23	23-18	Jeremy Jensen	2791 Copeland Rd	18-41-0002	Solar Installation				\$ 80.50				\$ 2,349.93	\$ 80.50	\$ 2,269.43	\$ 161,400.00							
2/9/23	23-19	Tim Brown	2615 Providence Ct	14-43-0008	Deck				\$ 25.00				\$ 1,119.05	\$ 25.00	\$ 1,094.05	\$ 50,000.00							
2/9/23	23-20	Innovative Basement Authority	3715 Lake Haughey Rd	08-23-0014	Helical Piers				\$ 7.50				\$ 434.50	\$ 7.50	\$ 427.00	\$ 14,500.00							
2/13/23	23-21	B&D Plumbing	2855 Providence Place	14-41-0008	Mechanical work	\$ 1.00	\$ 1.00						\$ 101.00	\$ 1.00	\$ 100.00	\$ 1,400.00							
2/21/23	23-22	Adam Seraphine	880 Wild Oak Trail	27-33-0002	New Construction	\$ 1.00	\$ 1.00	\$ 1.00	\$ 312.50				\$ 8,049.33	\$ 314.50	\$ 7,734.83	\$ 625,000.00							
2/21/23	23-23	Rick Anderson	3675 Induhapi Road	12-24-0001	Fireplace Repl	\$ 1.00							\$ 101.00	\$ 1.00	\$ 100.00	\$ 3,300.00							
2/22/23	23-24	Rol Air Plumbing and Heating	6320 Stephanie Way	02-23-0007	Furnace Replacement								\$ 201.00	\$ 1.00	\$ 200.00	\$ 4,000.00							
3/2/23	23-25	Blue Ox Heating & Air	5350 County Road 6	25-34-0009	Furnace - A-C Re-placement	\$ 1.00	\$ 1.00						\$ 201.00	\$ 1.00	\$ 200.00	\$ 14,633.00							
3/6/23	23-26	Lindsay Sanders	4725 Lake Sarah Heights Circle	02-12-0008	Plumbing			\$ 1.00					\$ 101.00	\$ 1.00	\$ 100.00	\$ 3,000.00							
3/9/23	23-27	Steven Blackowiak	8415 Pioneer Creek Rd	29-21-0001	Pole Building											\$ 52,000.00							
3/9/23	23-28	Jacey Berens	4975 Perkinsville Rd	24-41-0009	Window (8) and patio door replacement	\$ 1.00							\$ 181.00	\$ 1.00	\$ 180.00	\$ 40,760.00							
1/30/00	23-29	Jeff Michalski	6276 Drake Dr	26-32-0002	Fireplace	\$ 1.00							\$ 101.00	\$ 1.00	\$ 100.00	\$ 3,200.00							
3/13/23	23-30	Shannon Russell Stubbs	1125 Polo Club Rd	27-41-0009	Fireplace								\$ 499.72	\$ 5.00	\$ 494.72	\$ 10,000.00							
3/15/23	23-31	Wild Prairie Homes	4395 Woodhill Dr.	01-32-0001	Re-Side				\$ 1.00				\$ 201.00	\$ 1.00	\$ 200.00	\$ 68,000.00							
3/20/23	23-32	Renewal by Anderson - Kara Benson	5340 Lake Sarah Heights Dr	01-24-0004	Window Repl (9)	\$ 1.00							\$ 181.00	\$ 1.00	\$ 180.00	\$ 37,111.00							
3/21/23	23-33	Heating and Cooling Two	4915 County Rd 6	16-12-0007	Replace Boiler		\$ 1.00						\$ 101.00	\$ 1.00	\$ 100.00	\$ 3,520.00							
3/22/23	23-34	High Road Heating and Cooling	3425 Induhapi Road	12-41-0001	Furnace Replacement		\$ 1.00						\$ 240.16	\$ 1.00	\$ 239.16	\$ 7,000.00	FINAL						
3/14/23	23-35	David Kittcock	8575 Hitsman Lane	17-24-0001	New Windows (19) and Siding	\$ 2.00							\$ 402.00	\$ 2.00	\$ 400.00	\$ 25,000.00							
3/23/23	23-36	Scherer bros	6910 Dylan Lane	03-14-0005	Windows (5)	\$ 1.00							\$ 141.00	\$ 1.00	\$ 140.00	\$ 14,373.00							
3/27/23	23-37	Jorian Stein	4666 S Lakeshore Dr	02-22-0006	Re-Roof		\$ 1.00									\$ 20,000.00							

Date: April 12th, 2023

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

From: Director Gary Kroells

SUBJECT: MARCH 2023 ACTIVITY REPORT



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

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

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

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

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

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

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

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

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

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

Monthly Activity Report

March 2023

Offense	This Month	Same Month Last Year		This Year To Date		Last Year To Date
City Of Independence						
Criminal	5	6		8		18
Traffic	103	87		223		226
Part III	0	5		3		13
Part IV	35	34		98		90
Part V	93	123		254		267
Total City of Independence	236	255		586		614
City Of Maple Plain						
Criminal	2	8		8		18
Traffic	46	31		94		68
Part III	2	1		4		3
Part IV	27	15		69		59
Part V	43	41		114		135
Total City Of Maple Plain	100	96		289		283
Grand Total Both Cities	336	351		875		897
TZD	29	0		35		0
Agency Assists	22	28		57		80
Total ICR Reports	387	379		967		977
How Received						
Fax	11	17		29		26
In Person	14	8		36		38
Mail	0	3		0		5
Other	1	1		2		5
Phone	17	41		55		89
Radio	141	129		380		390
Visual	171	127		364		316
Email	17	20		44		51
Lobby Walk In	15	33		38		57
Total	387	379		948		977

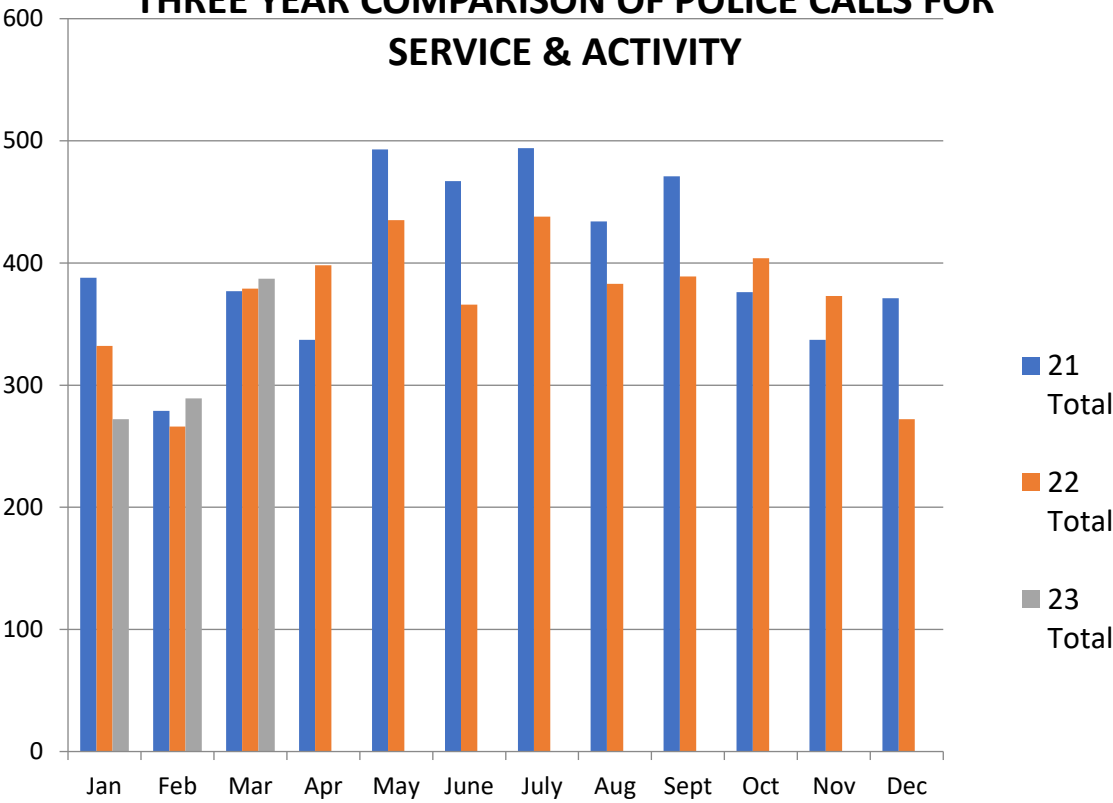
March 2023 Part I & II**City of Maple Plain #'s 1 & 2**

AGN	ICR	Title	Create Date	Grid #	Committed Date	MOC range	UCR Part
WHPS	23000715	Scam/Coercion	2023-03-12	02	2023-03-12	A8803	2
WHPS	23000883	DWI 1 st Degree	2023-03-25	01	2023-03-25	JD5K1	2

March 2023 Part I & II**City of Independence Grid #'s 3-5**

AGN	ICR	Title	Create Date	Grid #	Committed Date	MOC range	UCR Part
WHPS	23000597	TS Weapons Arrest	2023-03-03	03	2023-03-03	W26E5	2
WHPS	23000673	DWI 2 nd Degree Refusal	2023-03-09	03	2023-03-09	JE5J1	2
WHPS	23000686	TS Weapons Arrest	2023-03-10-	03	2023-03-10	W26E5	2
WHPS	23000787	Dk/Suspected	2023-03-18	03	2023-03-18	JE5J1	2
WHPS	23000841	Scam/Theft by Check	2023-03-23	03	2023-03-23	U1012	2

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



DIRECTOR'S NEWS & NOTES

WEST HENNEPIN PUBLIC SAFETY

March 2023 Activity Report

Year to Date Activity Report

At the end of March 2023, West Hennepin Public Safety (WHPS) handled year-to-date a total of 387 incident complaints: for the month of March; 236 incidents occurred in the City of Independence and 100 in the City of Maple Plain.

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

False Alarm

March 7

9000 block of County Road 11, Independence. Officers were dispatched to a burglary in-progress. This was called in by the homeowner who received information from the alarm company advising there was a male that made entry into his home through the garage. With assistance from neighboring agencies, they cleared the house and did not locate the male. Ultimately, the alarm company determined they accidentally cross-referenced video from another alarm. No burglary occurred.

House Fire

March 9

5200 block of Manchester Drive, Maple Plain. Officer was dispatched to report of a garage fire at a four-plex. Officer arrived on scene with the fire department and observed heavy smoke in the living area of the residence. It was confirmed all parties were evacuated. Firefighters were able to cut a hole in the garage door to extinguish the fire.

Arrest

March 9

Intersection of Anderson Estates Road and County Road 110 N, Independence. Officer observed a vehicle stuck in the snow in the area. Male subject was standing outside of the vehicle with a case of beer when officer made contact. The male was found to be intoxicated. He submitted a breath test which showed 0.213. Max Gerard Gabrelcik (36) was arrested and transported to Hennepin County Adult Detention Center for DWI.

Disturbance
March 10

4900 block of Main Street, Maple Plain. Officer was dispatched to an unwanted person at a nearby residence. Officer contacted the individual who was intoxicated. The two had gotten into an argument and the reporting party wanted the other to leave. The subject had nowhere to go and was unable to drive. Ultimately, the parties were separated.

Arrest
March 10

Intersection of Highway 12 and County Road 92 N, Independence. Officer initiated a traffic stop of a vehicle for speeding and an equipment violation. Officer made contact with the driver who admitted to no insurance and have drug paraphernalia in the vehicle. Officer requested the driver to step out of the vehicle, who also admitted to having two handguns on him. Driver had a conceal and carry permit but did not have up to date information. A search was conducted on the vehicle, where approximately 30 grams of marijuana was located. Driver was arrested for possession of a firearm by user of a controlled substance.

Missing Person
March 13

5300 block of Clayton Drive, Maple Plain. Officer was dispatched to a report of a missing elderly male. The male left him home with his vehicle but no phone, credit cards, or prescriptions. The male is known to have memory loss and other health conditions. The reporting party stated she had put a Tile tracking device on his keychain which was pinging his location when it connected to Wi-Fi or internet and sending her updates. The male was ultimately located after frequent pings in Jamestown, North Dakota by North Dakota State Patrol.

Welfare Check
March 15

1100 block of Townline Road, Independence. Officers were dispatched to a suicidal party armed with a shotgun. Officers were speaking with family members who had been in contact with him. Family members talked to him, and the party agreed to come home and put the shotgun away. Officers were advised he later returned home and was receiving treatment.

PI Crash
March 16

Intersection of County Road 90 and Quast Cutoff Road, Independence. Officer was dispatched to a vehicle roll-over with possible injuries. Officers arrived and observed the vehicle rolled on the driver's side door. Driver reported to not be injured but hit his mouth on sometime when the vehicle rolled and was bleeding. Driver crashed due to icy road conditions and heavy wind.

Motorist Assist
March 17

Intersection of Highway 12 and Copeland Road, Independence. Officer was dispatched to a semi off the road and partially blocking the lane of traffic. Upon arrival, Officer observed a jack-knifed semi in the ditch. The roadway was glare ice with snow blow-over. Officer requested a tow truck and additional units to assist with traffic control. Officers successfully got the semi back onto the road.

Medical
March 17

100 block of Kuntz Drive, Independence. Officer was dispatched to an individual that fell off a horse. North Memorial Air Care was started but ultimately cancelled by Paramedics. The patient had neck and back pain, a chipped tooth, and possible memory loss and confusion. Paramedics transported the patient to the hospital.

DWI Arrest
March 18

Intersection of Highway 12 and County Road 92, Independence. Officer observed a vehicle driving 74-mph in a 55-mph zone. Officer initiated a traffic stop and made contact with the driver who showed signs of impairment. Ultimately, the driver, Marlon Gage Moore Jr. (25) was arrest for 2nd degree DWI after multiple prior convictions. He provided a breath sample that indicated .17. He was booked and transported to Hennepin County Adult Detention Center.

Suspicious Activity
March 22

5200 block of Manchester Drive, Maple Plain. Officer was dispatched to a mattress with possible blood on it and wrapped in plastic. Officer arrived on scene and observed a single mattress wrapped in plastic wrap with a red smudge and streak signature markings on it. Officer determined based on the bright color red, it was not believed to be blood, but possibly paint of lipstick.

Arrest
March 23

Intersection of Highway 12 and Baker Park Road, Maple Plain. Officer observed a female driver clearly on her phone while driving. Officer initiated a traffic stop and ran routine checks on the driver, who had multiple warrants. Female searched the driver incident to arrest and found pills and a plastic baggie with a white powdery substance inside. Officer identified the passenger who provided a factitious name. Passengers real name was determined, which revealed he also had warrants for his arrest. Both subjects were transported to Hennepin County Adult Detention Center.

Medical
March 23

5400 block of County Road 50, Independence. Officer was dispatched to a report of a patient who had fallen and was unconscious. Officer responded with North Memorial Paramedics and Delano Fire Department. Upon arrival, the patient was semi-conscious and responsive. Patient slipped on ice striking his head. He was transported to the hospital.

Suspicious Activity
March 25

1900 block of Baker Park Road, Independence. Officer was dispatched to a suspicious person seen walking down a secluded driveway. The reporting party knew the homeowner was out of town. Officer arrived on scene and spoke to the individual who stated he was attempting to make a food delivery and the GPS told him to turn into the driveway. His vehicle was stuck and was waiting for a tow truck. While waiting for a tow truck, another food delivery driver attempted to pull into the driveway stating the GPS told them the same directions. Homeowner was advised.

Arrest
March 25

5300 block of Highway 12, Maple Plain. Officer stopped a vehicle for driving 46-mph in a 30-mph zone. Officer made contact with the driver and observed signs of impairment. It was determined the driver's driving status was DAC-IPS. Alexander Douglas Schwanz (23) was arrested for First Degree DWI after having multiple prior convictions. He provided a preliminary breath sample which indicated 0.243. He was booked and transported to Hennepin County Adult Detention Center without incident.

Welfare Check

March 26

4800 block of Highway 12, Maple Plain. Officer was dispatched to a suicidal male. Upon arrival, Officers found the individual, who was very emotional and upset. He made several homicidal and suicidal statements and was under the influence of alcohol. After lengthy conversation and attempts to deescalate, it was apparent he was a threat to himself and others. The patient was placed on an emergency transport hold and transported to the hospital.

Motorist Assist

March 29

6700 block of Highway 12, Independence. Officer was on routine patrol and observed a vehicle with its flashers on. Officer stopped to offer assistance and the driver explained they ran out of gas. Officer transported the driver to the gas station and supplied a gas can in order to get some gas. Officer put the gas in the truck and the driver was able to drive home.

March 31

Fire

3500 block of Marsh Point Road, Independence. Officer was dispatched to a possible electrical fire that was struck by lightning. Officer arrived on scene and spoke with the homeowner who advised lightning had struck and the thunder shook the windowsill. They lost their internet and water had backed up the floor drain from the septic. MPFD used a thermal imager to scan the walls, attic, and power panel of the house. No heat sources were detected.

City of Independence

Consider Approval of a Joint Powers Agreement Associated with the Reconstruction of Town Line Road

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: April 18, 2023

Discussion:

The City has been working with Medina and Orono on a joint project to reconstruct Town Line Road from the BNSF railroad bridge south to CSAH 6. Medina, Orono and Independence have reviewed the existing road condition and prepared a feasibility report which provides a more detailed analysis and proposed improvement plan for the road improvement project. The cities will be sharing in the cost and some construction oversight and project management in order to reduce costs and deliver a quality product.

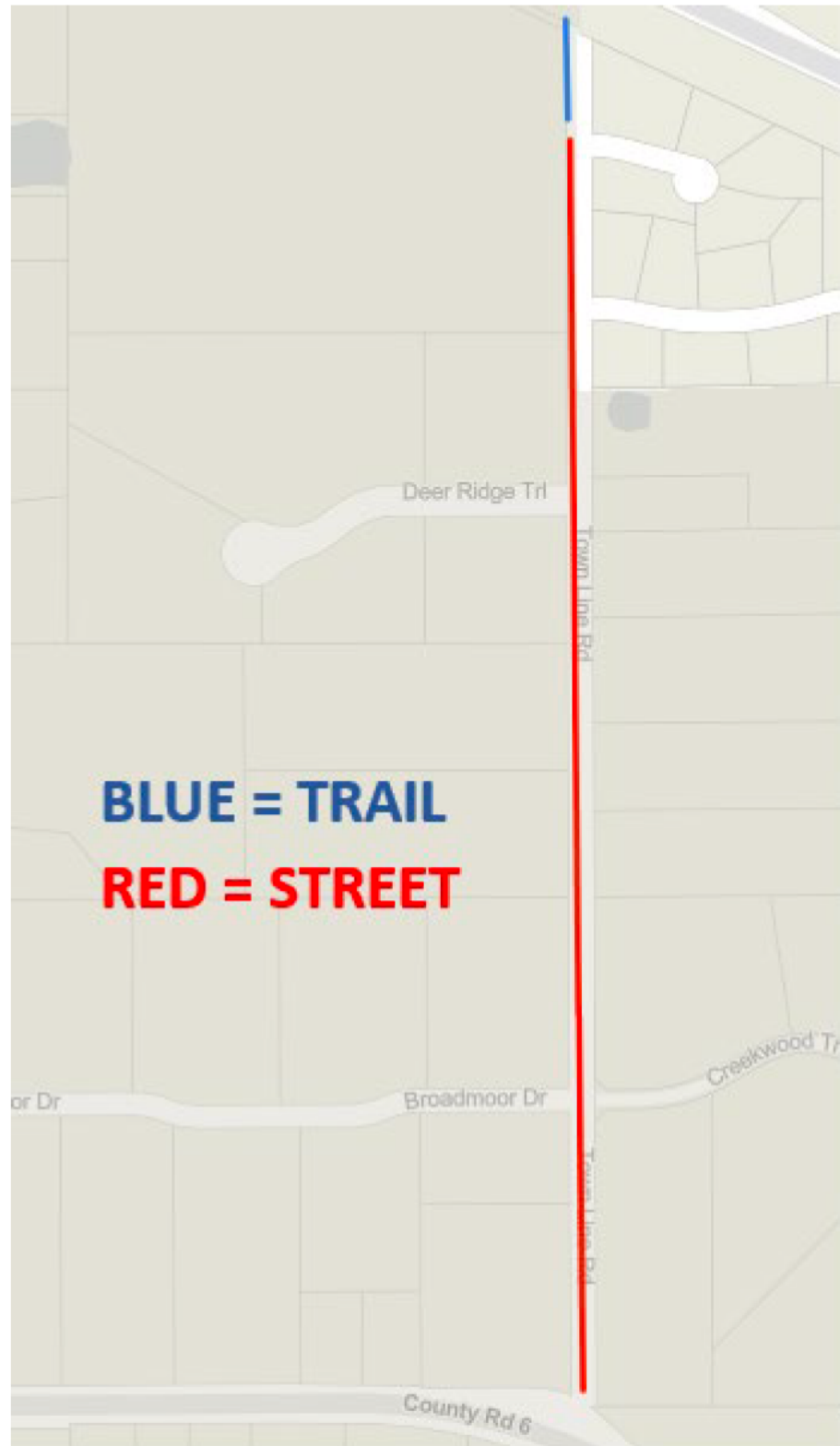
It is currently estimated that the total cost of the project is \$352,000 or ~\$117,000 per City split equally. The City has budgeted funds for 2023 to pay for the Independence share of the project costs.

TABLE 1 – PROPOSED IMPROVEMENT COST SUMMARY

Project Total (Road and Trail)	
Project	Cost
Townline Rd S	\$351,998.59
Medina Total	\$117,332.86
Independence Total	\$117,332.86
Orono Total	\$117,332.86

It is anticipated that the project would commence in June 2023 and be completed in the Fall of 2023. The reconstruction will consist of reclamation of the existing bituminous, compaction and mitigation of the subbase, installation of a geotextile fabric and 3” bituminous base course and 1 ½” wear course. The cities will be working to also review and replace culverts as needed during construction. In addition to the road project, the cities will install a bituminous trail from the northern end of Town Line Road north to State Highway 12 using the recently installed culvert underpass.

A more detailed breakdown of the project can be found in the attached feasibility report.



Recommendation:

The cities have prepared a Joint Powers Agreement which provides a more detailed framework for the joint project and responsibilities of each city. Independence City Attorney has reviewed the JPA. The City budgeted funds for this project in the 2023 general fund budget. The City will utilize a combination of public works road funds and capital improvement funds that were targeted for this project. Council is being asked to consider approval of the JPA and Town Line Road reconstruction project.

Attachments:

1. JPA
2. Feasibility Report

JOINT POWERS AGREEMENT
BETWEEN THE CITY OF ORONO, THE CITY OF INDEPENDENCE, AND THE
CITY OF MEDINA FOR TOWN LINE ROAD SOUTH IMPROVEMENTS

THIS JOINT POWERS AGREEMENT (the “Agreement”) is entered into as of the _____ day of _____, 2023, by and among the City of Orono, a Minnesota municipal corporation (“Orono”), the City of Independence, a Minnesota municipal corporation (“Independence”), and the City of Medina, a Minnesota municipal corporation (“Medina” and collectively with Orono and Independence, the “Cities”). Pursuant to the authority provided in Minnesota Statutes, section 471.59, the Cities are authorized to enter into this joint powers agreement for their mutual benefit.

RECITALS

A. The Cities desire to cooperate in the development and construction of a roadway improvement project on the portion of Town Line Road South specifically described in section 2 of this Agreement (the “Project”).

B. The Project Area, as that term is defined in section 2, is wholly within the jurisdictional boundaries of the Cities and the Project is to generally consist of reclamation and paving of the Project Area.

C. The Cities are cognizant of the benefits resulting from this Agreement and sharing the costs associated with the project described herein, as the Project will benefit all of the Cities. The Cities find this Agreement to be in their mutual best interest for the purposes set forth herein.

D. This Agreement shall become effective upon approval by each of the Cities’ governing body and signature of the authorized representatives of the parties and shall continue in force until such time as it is terminated or modified as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, it is hereby declared and agreed as follows:

1. **COOPERATION**. The Cities will cooperate with one another in the development and construction of the Project as provided herein. This Agreement and the Cities’ mutual desire to cooperate with one another to achieve its purpose is pursuant to Minnesota Statutes, section 471.59 and other applicable statutes and express and implied powers of the Cities. The power and responsibilities with respect to such joint endeavor shall be exercised by the Cities, through their governing bodies and authorized designees.

2. **LOCATION**. The location of the Project shall be the Town Line Road South right-of-way from its intersection with County Road 6 to the tunnel under the BNSF rail line (the “Project Area”).

3. **PLANS AND SPECIFICATIONS**. Medina will prepare plans and specification for the Project consistent with Orono, Independence and Medina street design standards. After design of the Project has been completed, Medina will provide Independence and Orono with a report regarding the Project’s feasibility, which shall include an overview of the Project, limited Project plans to be carried out in accordance with this Agreement, and cost estimates for the Project.

4. **BIDDING.** Medina will advertise for bids for the portion of the Project's construction that will be awarded to a contractor, in accordance with state law, and thereafter will provide Independence and Orono with an analysis of the bids received prior to an award. Medina must obtain administrative approval from a designated official of both Independence and Orono before awarding any contract for such work.

5. **CONTRACT AWARD AND ADMINISTRATION.** Medina shall prepare contract documents and enter into a contract with the approved bidder(s), and shall thereafter be responsible for administering such contracts pursuant to their terms and conditions.

6. **CONSTRUCTION; LICENSE.** In addition to any Project elements that will be constructed by a contractor pursuant to sections 4 and 5 above, Medina public works staff will perform any remaining work required to complete the Project. Throughout construction of the Project, Orono and Independence hereby grant to Medina, its employees and contractors a license to perform the Project within the public right-of-way that is located within their respective jurisdictions to the extent necessary to carry out the Project.

7. **COST ALLOCATION.** Each of the Cities shall pay for one-third of all costs incurred by Medina in carrying out the Project ("Project Costs"), which shall include actual construction quantities and costs for materials and contracted labor, including all fees incurred from consultants and contractors associated with the Project providing services such as design, engineering, materials testing, and inspections. Any Project Costs resulting from amendments to the plans or change orders after the Project commences shall be paid as mutually agreed upon by the Cities in writing. Project Costs, as defined herein, shall not include costs associated with Medina's employees performing any work on the Project, as contemplated under section 6. The Cities have collectively reviewed the Project's scope and agree that a reasonable estimate for total of Project Costs to be shared pursuant to this Agreement is \$_____, although actual Project Costs might certainly vary from that estimate depending on actual costs and bids received.

8. **PAYMENT.** Medina will act as the construction agent and all quantities and contracts will be tabulated by Medina. Medina, in turn, will invoice Orono and Independence for their portions of the Project Costs, as that term is defined herein. Upon presentation of an itemized invoice, Orono and Independence shall reimburse Medina for its share of the Project Costs incurred under this Agreement within 30 days. If any portion of an itemized invoice is questioned by a receiving city, the remainder of the invoice shall be promptly paid, accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following a good faith negotiation and documentation of actual costs incurred in carrying out the Project.

9. **OWNERSHIP.** Each of the Cities will own the portion of the Project located within its corporate boundaries following completion.

10. **RULES AND REGULATIONS.** The Project shall be carried out in conformance with all specifications, rules and contract administration procedures that are applicable under state and local law.

11. **TERM AND TERMINATION.** The term of this Agreement shall be from the date first provided above until the Project's completion and payment of all moneys owed hereunder. The Agreement may be terminated early in a writing duly approved and executed by all three Cities.

12. **INDEMNIFICATION.** Medina agrees to indemnify and defend Orono and Independence from any claim or suit, and resulting costs, including defense costs and attorneys' fees, arising out of or related to the negligent act or failure to act by Medina, its officers, or employees in its performance of any work under this Agreement, unless such claim or suit is due to the negligence of Orono or Independence, as the case may be. Orono agrees to indemnify and defend Medina and Independence from any claim or suit, and resulting costs, including defense costs and attorneys' fees, arising out of or related to the negligent act or failure to act by Orono, its officers, or employees in its performance of any work under this Agreement, unless such claim or suit is due to the negligence of Medina or Independence, as the case may be. Independence agrees to indemnify and defend Orono and Medina from any claim or suit, and resulting costs, including defense costs and attorneys' fees, arising out of or related to the negligent act or failure to act by Independence, its officers, or employees in its performance of any work under this Agreement, unless such claim or suit is due to the negligence of Orono or Medina, as the case may be. To the extent a court considers this Agreement to constitute a joint venture or joint enterprise between the Cities, any liability arising from or related to the activities contemplated by this Agreement shall be considered as against a single entity and shall not exceed the limit for a single entity as provided in Minnesota Statutes, section 471.59, subdivision 1a. Nothing in this Agreement shall be construed as a waiver of any liability limits or immunities contained in Minnesota Statutes, chapter 466, nor as the acceptance by either party of the other party's liability for the purposes of Minnesota Statutes, section 471.59, subdivision 1a or otherwise.

13. **WAIVER.** Each person engaged in the Project and employed by one of the Cities shall not be considered an employee of the other Cities to this Agreement for any purpose, including Worker's Compensation or regarding any and all claims that may arise out of said employment while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of an employee of one of the Cities hereto while engaged in any of the work contemplated herein shall not be the obligation or responsibility of the other two Cities.

14. **AUDIT; DATA PRACTICES.** Pursuant to Minnesota Statutes§ 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of the Cities relevant to this Agreement are subject to examination by the other Cities and either the Legislative Auditor or the State Auditor as appropriate. The Cities agree to maintain all such data in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

15. **INSURANCE.** The Cities shall each maintain general liability and errors and omissions insurance during the entire period of this Agreement. The combined policy provided by the League of Minnesota Cities Insurance Trust shall be deemed sufficient insurance coverage for the purposes of this Agreement.

16. **MISCELLANEOUS.**

- a. **Entire Agreement.** This document, including the recitals, constitutes the entire agreement between the Cities as to the Project referenced herein. Any amendment of this Agreement must be in writing and signed by all three Cities. This Agreement supersedes all prior oral and written agreements and negotiations between the Cities relating to the subject matter of this Agreement.
- b. **Governing Law.** This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

- c. No Third Party Rights. This Agreement is solely for the benefit of the Cities. This Agreement shall not create or establish any rights in or for the benefit of any third party.
- d. Executed in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[signature pages to follow]

IN WITNESS WHEREOF, the Cities hereto have executed this Agreement effective the day and year first above written.

CITY OF ORONO:

By: _____

Title: Mayor_____

Date: _____

Attest: _____

Title: City Administrator_____

Date: _____

CITY OF INDEPENDENCE:

By: _____

Title: Mayor_____

Date: _____

Attest: _____

Title: City Administrator_____

Date: _____

CITY OF MEDINA:

By: _____

Title: Mayor_____

Date: _____

Attest: _____

Title: City Administrator_____

Date: _____

Feasibility Report

Townline Road South
City of Medina

February 2023

Prepared by: Steve Scherer
Public Works Director



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1.0 Introduction

City Staff requested this report to determine the feasibility of improvements to Townline Road South, from County Road 6 to Juniper Curve. The location map for the proposed improvement is shown in Appendix B. The project includes the trail section from Juniper Curve to the Railroad crossing. The project area consists of both residential and agriculture areas.

History:

Townline Road is a border street between the Cities of Independence, Orono and Medina. The center line lies on the easterly corporate limits of Medina and Orono, the westerly corporate limits of Independence, commencing at its intersection with Hennepin County Road No.6 and extending northerly to its intersection with Juniper curve. Medina has approximately 650 feet of the easterly side, Orono 2610 feet on the east side and Independence 3260 on the West side.

To maximize efficiencies the three cities work together to perform operational maintenance. All upgrades have been split between the cities either by maintaining their section or through a group effort. The street consists of a 24-foot paved surface. Over the years tiling, paving, and patching have been done to keep the street in relatively good shape. The road surface has now reached the end of its useful life and is in need of a reclamation and paving. As agreed, the project was put on hold until the development to the north in Medina reached an 80% completion milestone. Soil borings have been done and with aggressive spring weight postings it is agreed the correct course of action is that as described in section 3.0

A cost summary analysis is described in section 4.0. A detailed cost estimate of the proposed improvements is presented in Appendix A.

2.0 Summary and Recommendations

The reclamation and paving of Townline Road South is feasible from an engineering standpoint. The project is cost effective and necessary to prolong the useful life of the road. The following recommendations are presented for consideration by the Medina City Council:

- 1) That this report is adopted as the guide for reclaiming and paving of Townline Road South located in the Cities of Independence, Medina, and Orono.
- 2) That the cost of improvements be divided equally for the roadway improvements between the three cities.
- 3) That Medina shall use its street material bids and quotes for the competitive bidding of this project.
- 4) That the section of trail from Juniper Curve, north to the Railroad crossing be included in the street project.

3.0 Street Improvements

Soil borings have been done and show a reasonable amount of base beneath the paved surface. The recommendation is to reclaim the existing asphalt and utilize the material for added base to the road.

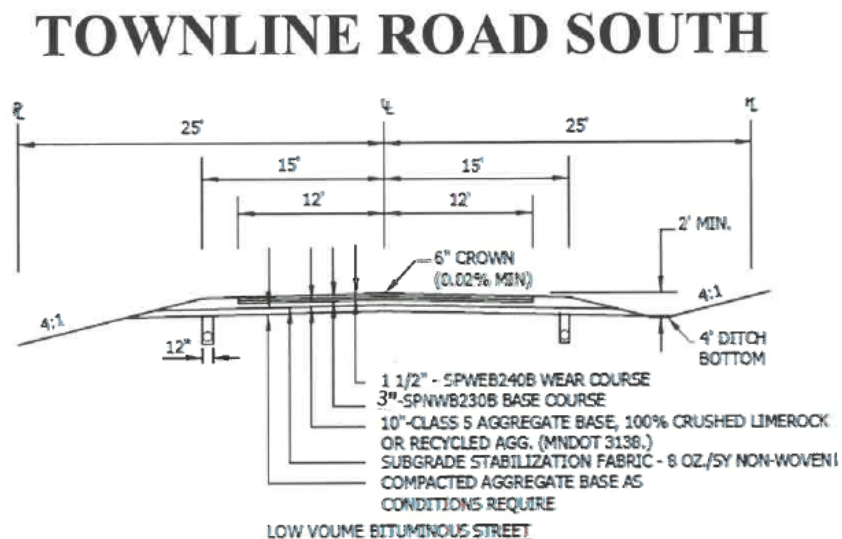
Because of the poorer soils in the wetland area, the northern section from Juniper Curve to approximately 1400 Ft south will have Geo-tech fabric and approximately 10" of base material added to the section. There is extra class-5 in the estimate in case we find a deficiency along the roadway. The asphalt section will consist of a 3-inch base course and a 1 1/2-inch wear course.

There was only one culvert crossing the street and it looked very good, no need to replace.

Because there is no utility work being done and we do not plan to dig into the sub-base it is reasonable to pave the wear course and stripe the street following the base course.

The study is also addressing the safety concerns by paving the one-foot shoulder area and narrowing the lanes to eleven feet to create a two-foot paved shoulder area. See Figure 1 for typical street section.

Figure 1



- Reclaiming and paving. (base course and then a wear course)
- Subgrade stabilization fabric – 8 oz will be installed in the northern 1400 ft of the roadway only.
- Reclaimed material will be utilized as base and shouldering material.

4.0 Cost Summary

Detailed cost estimates for the proposed improvements are presented in Appendix A. The costs represent estimated construction charges to overlay all of Townline Road South, which is shared with the Cities of Independence, Orono, and Medina. The cost for the work is based on competitive bids received by the City of Medina. A summary of the estimated costs is presented in Table 1 below.

TABLE 1 – PROPOSED IMPROVEMENT COST SUMMARY

Project Total (Road and Trail)	
Project	Cost
Townline Rd S	\$351,998.59
Medina Total	\$117,332.86
Independence Total	\$117,332.86
Orono Total	\$117,332.86

5.0 Funding Options

5.1 CITY FUNDS

The costs for the construction work on Townline Road South will be divided equally between the three cities and funded with City Street funds.

6.0 Project Schedule and Management

The schedule that is shown below provides for completion in October 2023. Medina will take a lead role in managing the project and may engage engineering for certain inspections, or survey work if necessary. Although most of the project is going to be contracted, cities may be asked to participate in miscellaneous manual labor and equipment use to complete the project. The cities will discuss the need for an open house prior to beginning the project.

Council accepts Feasibility	February 2023
Call for Public Hearing/Assessment Hearing	N/A
Public Hearing/Assessment Hearing	N/A
Begin Construction	June 2023
Final Completion	October 2023

Note that the construction process should occur over a one-month period during a June through October timeframe.

APPENDIX A

Cost Estimate

Cost Estimate for Improvements

TOWNLIN ROAD SOUTH			
9417 Square Yards of Surface			
Reclaim and Compaction (sq yards)	9417	\$1.74	\$16,385.58
Mobilization (each)	2	\$1,500.00	\$3,000.00
Road Fabric - 8oz non-woven (sq yards)	5000	\$1.67	\$8,350.00
Class 5 - MnDOT 3138 to cover fabric (limestone or recycle) (ton)	2100	\$17.40	\$36,540.00
3" Base Course - MnDOT SPNWB230(B) MIX (ton)	1553	\$79.45	\$123,385.85
1-1/2" Wear - MnDOT SPWEB240(B) MIX (ton)	776	\$80.30	\$62,312.80
Additional Class 5 (ton)	1500	\$17.40	\$26,100.00
Engineering	1	\$5,000.00	\$5,000.00
Erosion Control	1	\$5,000.00	\$5,000.00
Traffic Control	1	\$3,000.00	\$3,000.00
Striping	1	\$2,000.00	\$2,000.00
County Permit	1	\$340.00	\$340.00
Shouldering	1	\$5,000.00	\$5,000.00

Subtotal **\$296,414.23**
Contingency Overhead - 15% \$44,462.13
Total Estimated Road Cost **\$340,876.36**

TOWNLIN TRAIL			
450 Square Yards of Surface			
Reclaim and Compaction (sq yards)	450	\$1.74	\$783.00
Road Fabric - 8oz non-woven (sq yards)	450	\$1.67	\$751.50
3" Asphalt Paving - placed on trail - MnDOT SPWEA240(B) MIX (ton)	79	\$103.00	\$8,137.00

Subtotal **\$9,671.50**
Contingency Overhead - 15% \$1,450.73
Total Estimated Trail Cost **\$11,122.23**

Grand Total Estimated Cost **\$351,998.59**

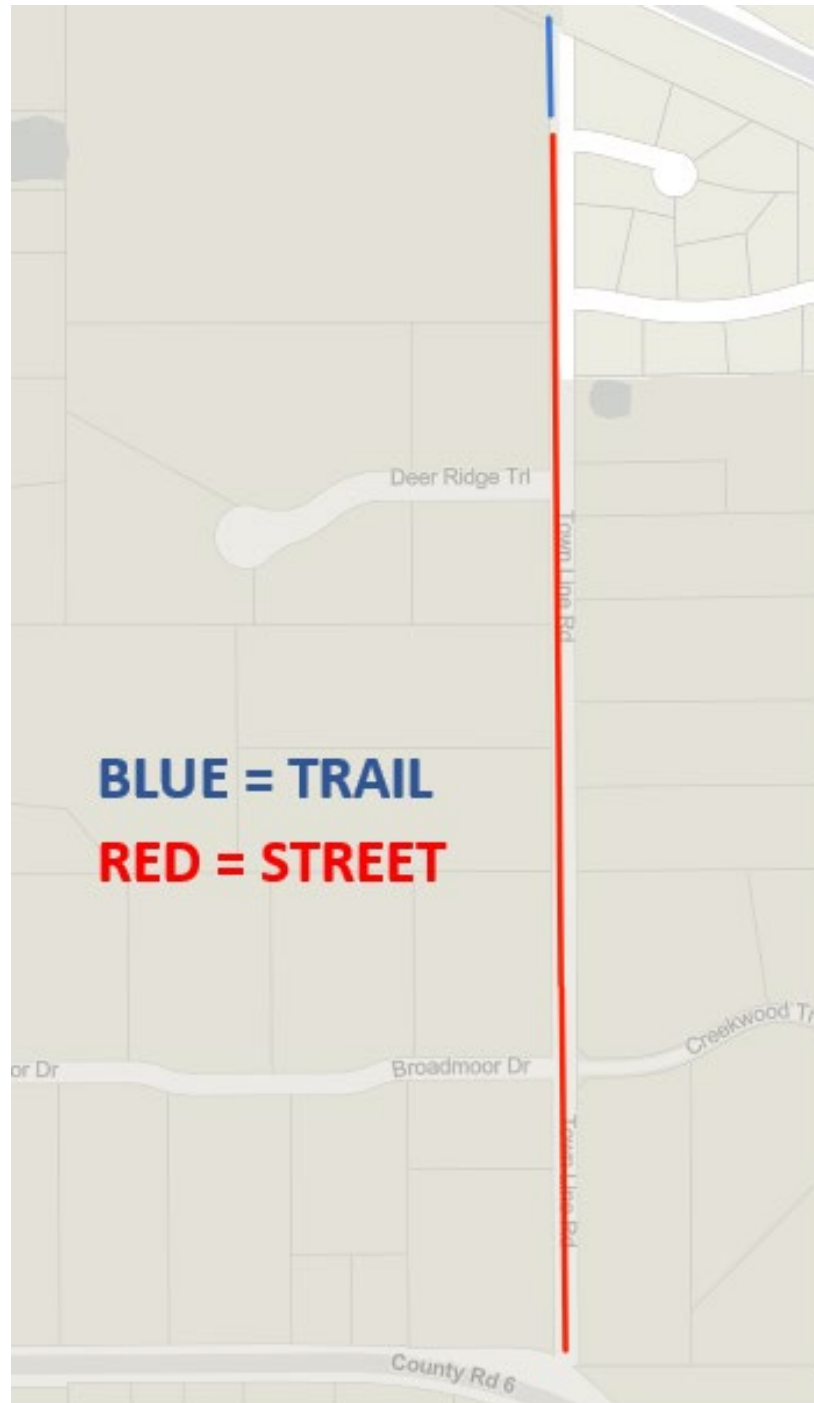
Cost Assumptions

Tack coat cost is included in the bituminous wear course cost and a 26-foot paved surface when compete.

APPENDIX B

Project Location

Project Location



City of Independence

Consider Approval of an Amendment to the Quad City Agreement

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: April 18, 2023

Discussion:

The City recently approved the preliminary plat for a new 28 lot subdivision known as BridgeVine. The preliminary plat approval was subject to several additional approvals, including obtaining approval from Medina to add the additional units to the Quad City Agreement. Last week, the Medina City Council approved an amendment to the Quad-City Agreement that would allow the additional sewer connections needed to accommodate the BridgeVine development.

The amendment allows Independence to connect 27 additional units (1 unit is already connected) and increase the peak and total sewer flows accordingly. The amendment also contemplates an additional change that relates to an approximately 500 LF section of sewer pipe that runs from Independence Road to Hwy 12 beneath CSAH 29 in Maple Plain. This section of pipe represents a potential constriction point in the overall system that may need to be upgraded in order to accommodate the entire Quad City area. Medina is proposing to identify this specific segment in the amendment and allow for its replacement, timing to be determined by Medina, with six months' notice to the Quad Cities. The agreement currently provides for replacement of upgrade with a two-year notification period.

As noted by staff during the City Council Workshop, the City is working on identifying alternative funding sources to upgrade this segment of pipe. The City has met with the Metropolitan Council and is going to continue working on alternative funding sources.

The agreement has been sent to Loretto and Greenfield for their review and consideration.

Recommendation:

City Council is being asked to consider approval of the amendment to the Quad City Agreement and authorize the Mayor and City Administrator to execute the amendment.

Attachments:

Quad City Agreement Amendment

MEDINA/INDEPENDENCE/GREENFIELD/LORETTO
FIRST AMENDMENT TO QUAD-CITY AGREEMENT

THIS FIRST AMENDMENT TO QUAD-CITY AGREEMENT (the "First Amendment") is made and entered into this _____ day of _____, 2023, by and among the City of Medina, ("Medina"), the City of Independence ("Independence"), the City of Greenfield ("Greenfield"), and the City of Loretto ("Loretto"), all Minnesota municipal corporations located in Hennepin County, Minnesota (collectively, the "Quad-Cities").

RECITALS

WHEREAS, the Quad-Cities entered into an agreement (the "Quad-City Agreement") on the 10th day of September, 2019 for the purpose of outlining conditions related to connection and discharge, service procedures, maintenance, and cost sharing related to certain sanitary sewer improvements (the "Quad-City System"); and

WHEREAS, a true and correct copy of the Quad-City Agreement is attached hereto as Exhibit A; and

WHEREAS, Independence has requested to amend the Quad-City Agreement to allow the connection of 26 additional units to the Quad-City System which were not previously contemplated; and

WHEREAS, additionally, the Quad-Cities have identified a potential capacity limitation within the Quad-City System which might be able to be addressed in a cost-effective manner in connection with street work being completed in the near future by Hennepin County; and

WHEREAS, in recognition of the foregoing, the Quad-Cities wish to enter into this First Amendment to the Quad-City Agreement.

NOW, THEREFORE, in consideration for the understandings and promises set forth herein, it is mutually agreed by the Quad-Cities as follows:

AGREEMENT

SECTION I. Section II, Subd. 5 of the Quad-City Agreement shall be amended to replace the ~~struck-through~~ language with the underlined language as follows:

Subd. 5. The maximum allowable discharge from the Outlet Connection No. 2 is ~~80 128~~ GPM and ~~47,000 20,700~~ gallons per day from a maximum of ~~44 67~~ Units. Upon the execution of this First Amendment by the Quad-Cities, Independence shall pay Medina a one time connection fee in the amount of \$22,360.00 for the 26 new connections authorized herein, which are all located within Independence's Bridgevine development.

SECTION II. A new Subd. 3 shall be added to Section III of the Quad-City Agreement as follows:

Subd. 3. The Quad-Cities have identified a forthcoming capacity limitation within the southern 500 linear feet of Pipe D-5, and each of the Quad-Cities contributes a portion of the total wastewater flowing through said segment of Pipe D-5. The Quad-Cities each acknowledge and agree that it may be advantageous and cost-effective to address said limitation in conjunction with a programmed street project soon contemplated by Hennepin County. Medina, in its sole discretion and in cooperation with Hennepin County, may order that such improvements be constructed in conjunction with Hennepin County's street project. A decision by Medina regarding the scope of said improvements and whether to order them shall be based upon metering and projected flows associated with Pipe D-5 following consultation with the other

Quad-Cities. If Medina orders said improvements pursuant to this subdivision, the other Quad-Cities each agree to reimburse Medina for its share of the actual costs associated with said improvements, and such reimbursement shall be based upon the Cost Sharing Formula pertaining to the southern 500 feet of Pipe D-5 as described in Exhibit B attached hereto. Such reimbursement will be made to Medina within 180 days of a written request by Medina, which may be initiated at any time after Medina determines with certainty the total cost of said improvements.

SECTION III. Exhibit B of the Quad-City Agreement shall be amended to replace the ~~struck-through~~ language with the underlined language as follows:

**Exhibit B
Cost Sharing Formulas**

Segment	Medina		Independence		Greenfield		Loretto	
	Units	%	Units	%	Units	%	Units	%
A	0	0.0%	104	59.1%	72	40.9%		0.0%
B	0	0.0%	144	100.0%	0	0.0%	0	0.0%
C-1	0	0.0%	274	79.2%	72	20.8%	0	0.0%
F	0	0.0%	0	0.0%	0	0.0%	380	100.0%
C-2	0	0.0%	274	37.7%	72	9.9%	380	52.3%
D-1	239	24.8%	274	28.4%	72	7.5%	380	39.4%
D-2	239	24.8%	274	28.4%	72	7.5%	380	39.4%
D-3	26	100.0%	0	0.0%	0	0.0%	0	0.0%
E	0	0.0%	41 <u>67</u>	100.0%	0	0.0%	0	0.0%
D-5	265	25.0%	315 <u>341</u>	30.5 <u>32.2%</u>	72	7.0 <u>6.8%</u>	380	36.8 <u>35.9%</u>
<u>D-5 (south 500')</u>	<u>481</u>	<u>37.8%</u>	<u>341</u>	<u>26.8%</u>	<u>72</u>	<u>5.7%</u>	<u>380</u>	<u>29.8%</u>
D-6	504	39.7 <u>38.9%</u>	315 <u>341</u>	24.8 <u>26.3%</u>	72	5.7 <u>5.6%</u>	380	29.9 <u>29.3%</u>

* Units indicated equal sum of existing and proposed.

SECTION IV. Except as expressly modified by this First Amendment, all terms and conditions of the Quad-City Agreement shall remain the same and in full force and effect.

[signature pages to follow]

IN WITNESS WHEREOF, the Quad-Cities have each approved and thereafter executed this First Amendment on the dates noted on the signature pages below.

Date: _____, 2023.

CITY OF MEDINA

Kathleen Martin, Mayor

ATTEST:

Scott T. Johnson, City Administrator

Date: _____, 2023.

CITY OF INDEPENDENCE

Marvin D. Johnson, Mayor

ATTEST:

Mark Kaltsas, City Administrator

Date: _____, 2023.

CITY OF GREENFIELD

Brad Johnson, Mayor

ATTEST:

Margaret Webb, City Administrator

Date: _____, 2023.

CITY OF LORETTO

Kent Koch, Mayor

ATTEST:

Mary K. Schneider, City Clerk-Treasurer

EXHIBIT A

The Quad-City Agreement

[to be attached]

City of Independence

Public Works Capital Equipment Order New Tractor and Roadside Mower

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: April 18, 2023

Discussion:

The City annually approves a Public Works Capital Equipment plan that projects capital equipment purchases out twenty years. The City has programmed \$35,000 in 2023 to purchase a crack sealer. The City has the funds budgeted and available in accordance with the plan.

Staff has been researching PW 2024 capital equipment in an effort to allow for enough time to order equipment and have it in place in 2024. Lead times for certain types of equipment are in the 12-month range due to limited supply. The City has programmed a new tractor and roadside mower into the 2024 capital plan (see capital plan below). The City has obtained quotations for both a new John Deere and Case tractor that would replace the existing John Deere tractor. The primary reason for the replacement is to acquire a larger tractor that is capable of operating a new roadside mower. The City maintains a significant amount of right of way along both paved and gravel roads and has been targeting an updated mower for a number of years.

The City has researched, and test driven a number of machines in order to better understand how each piece of equipment would accommodate the City's need. The City narrowed the search to John Deere and Case. Public Works staff preferred the Case IH Maxxum 125 AD4 STG 5 W Loader. The City has programmed \$130,000 for the new tractor and \$57,000 for the roadside mower into the 2024 capital equipment plan as shown below. The City anticipates that the new mower as specified will cost ~\$100,000 which includes a trade value of \$58,000 on the City's existing tractor and mower. The cost of the roadside mower is ~\$73,000. The total cost of the proposed tractor and mower is as follows:

Case IH Maxxum 125 AD4 STG 5 W Loader:	\$100,000
<u>Bomford VFA Hawk Mower:</u>	<u>\$73,000</u>
	~\$173,000 (\$187,000 budgeted)

Recommendation:

The City Council is being asked to consider approval of the purchase and pre-order of the 2023 Case IH Maxxum 125 AD4 STG 5 W Loader for \$100,000 and the Bomford VFA Hawk Mower for \$73,000 and authorize staff to complete the acquisition and sign all applicable agreements relating to the purchase in 2024 when the equipment is delivered. Actual dollar amounts will be finalized by the dealer and will be within \$1,000 of the estimated amounts shown.

City of Independence, Minnesota
Capital Improvement Plan - Public Works Equipment Fund 403
Schedule of Planned Capital Outlay 2022 to 2027

					2021	2022	2023	2024	2025	2026	2027
Department	Year to Replace	Item	Cost	Cost History	Estimated Amounts	Estimated Amounts	Estimated Amounts	Estimated Amounts	Estimated Amounts	Estimated Amounts	Estimated Amounts
Public works	2018	Shop Sweeper	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public works	2019	(5) 800 MHz Radios	15,000	-	-	-	-	-	-	-	-
Public works	2020	Tandem	250,000	210,000	-	-	-	-	-	-	-
Public works	2021	S-10 Pickup (Replace with 3/4 Ton)	50,000	-	50,000	-	-	-	-	-	-
Public works	2023	Crack Sealer	35,000	-	-	-	35,000	-	-	-	-
Public works	2023	Road Grader Overhaul	40,000	-	-	-	40,000	-	-	-	-
Public works	2024	Road Side Mower (Replacement)	57,000	20,000	-	-	-	57,000	-	-	-
Public works	2024	Tractor & Loader	130,000	130,000	-	-	-	130,000	-	-	-
Public works	2025	New Truck Tandem Axel	250,000	-	-	-	-	-	250,000	-	-
Public works	2027	Lawn Mower	30,000	-	-	-	-	-	-	-	30,000
Public works	2029	Single Axel	200,000	-	-	-	-	-	-	-	-
Public works	2031	Generator	50,000	-	-	-	-	-	-	-	-
Public works	2031	Grader	260,000	-	-	-	-	-	-	-	-
Public works	2034	Pay Loader	150,000	-	-	-	-	-	-	-	-
Public works	NA	Road Packer	-	20,000	-	-	-	-	-	-	-
Public works	NA	Tanks for Tandem	4,422	-	-	-	-	-	-	-	-
Public works	NA	Trailer	-	-	-	-	-	-	-	-	-
					\$ 50,000	\$ -	\$ 75,000	\$ 187,000	\$ 250,000	\$ -	\$ 30,000

City Staff created a cash flow analysis for the Public Works Equipment Fund through 2027.

City of Independence, Minnesota
Cash Flow - Public Works Equipment Fund 403

	2021	2022	2023	2024	2025	2026	2027
Beginning Balance	\$ 27,655	\$ 156,499	\$ 285,269	\$ 310,124	\$ 186,778	\$ 3,615	\$ 73,793
Transfers in	128,770	128,770	99,855	63,654	66,837	70,179	73,687
Other receipts							
Expenditures	-	-	75,000	187,000	250,000	-	30,000
Ending Balance	\$ 156,425	\$ 285,269	\$ 310,124	\$ 186,778	\$ 3,615	\$ 73,793	\$ 117,481
Transfers in are from:							
100-43100-720	\$ 60,000	\$ 60,000	\$ 61,800	\$ 63,654	\$ 65,564	\$ 67,531	\$ 69,556
100-49300-720	68,770	68,770	38,055	-	-	-	-
	\$ 128,770	\$ 128,770	\$ 99,855	\$ 63,654	\$ 65,564	\$ 67,531	\$ 69,556

Attachments:

1. Pictures of the Tractor and Mower
2. Invoice for Purchase from Trueman Welters

2023 Case IH Maxxum 125 AD4 STG 5 W Loader



Bomford VFA Hawk Mower





1600 Hwy 55E Buffalo MN, 55313
Phone: (763) 682-2200
Fax: (763) 682-6141
Cell: (763) 286-3658
Email seth@welters.net

Today's Date: 02/20/2023

Sales Contact
Seth Strehler

Contract Release # T-628(5)

Contract Release#

Vendor# 193702 Trueman Welters

Quote Expires
30 Days

Quote For: City of Independence
Case IH Maxxum 125 AD4 STG 5 W Loader

Order Code	Qty.	Description	Price
	1	Maxxum 125 Active Drive 4	\$ 161,466.00
758479	1	Suspended Cab	\$ 2,222.00
743712	1	Deluxe Radio	\$ 645.00
758569	1	Instructional Seat with Belt	\$ 747.00
390906	1	Less Rear Cab Storage Box	\$ -
392701	1	Standard A/C	\$ -
758348	1	Rear Windshield Wiper	\$ 563.00
X92911X	1	No Rear Sunshade	\$ -
391152	1	Standard Steering Wheel	\$ -
391630	1	Standard Steering	\$ -
758504	1	Self Cancelling Turn Signals	\$ -
759154	1	2 Telescoping/Heated /Remote Adjust	\$ 430.00
743902	1	Enhanced Instrument W ISO Socket	\$ 216.00
758488	1	Highmount Headlights	\$ 390.00
759446	1	Basic Hood Lights	\$ -
758593	1	8 LED High Power Low Roof Lights	\$ -
758491	2	Foldable LED Beacon Rear Cab Corner	\$ 1,051.00
763152	1	Deluxe Monitor Bracket	\$ 521.00
392484	1	Less Autoguidance	\$ -
758557	1	150 Amp Alternator	\$ -
392194	1	STV 5 With Engine Boost	\$ -
392300	1	Standard Cooling Fan	\$ -
390465	1	Less Engine Speed Management	\$ -
758402	1	Grid Heater + 110 Volt Pack	\$ 510.00
392499	1	Standard Battery 140AH w isolater	\$ -
759130	1	Standard Fuel Tank W Guard 55 Gallon	\$ -
392195	1	40KPH 16 X 16 Less Autoshift	\$ -
390703	1	Less Radar	\$ -
390729	1	Less Trailer Brakes	\$ -
390811	1	Less Front Linkage	\$ -
390911	1	Standard Lift Cylinders 6990 LBS	\$ -
758452	1	Cat II/IIIFlex Links	\$ 159.00
758441	1	113L/Min CCLS Hyd Pump 32.2 GPM	\$ 2,083.00
743685	1	4 Rear Mechanical Remote Valves	\$ 3,095.00
758540	1	Low Pressure Return	\$ -
390160	1	Less Auto PTO	\$ -
759109	1	Class 4 Hydraulic Lock Front Axle	\$ 1,902.00
8241401	1	14.9R28 Front Wheels	\$ -
758432	1	HD Bar Axle Cast Multi Diff	\$ 1,874.00
8328401	1	18.4R38 Rear Wheels	\$ -
392803	1	Fender Mounted Controls	\$ -
758505	1	Front Fenders	\$ 989.00
391153	1	Standard Rear Fenders	\$ -
758351	1	Loader Ready /3MMV+ Mech Joystick	\$ 11,681.00
758516	1	Weight Pack B_CIH 8 weights with carrier	\$ 2,089.00
758564	1	6 X 143 LB 3 per side wheel weights	\$ 1,507.00

390166	1	Standard Heavy Duty Brake Discs	\$	-
743848	1	Standard Toolbox 5.5 X 16.5	\$	119.00
390648	1	Less ISOBUS Socket	\$	-
391341	1	Less Headland Control System	\$	-
Sub Total			\$	194,259.00
AD4 loader package discount			\$	(9,016.00)
Sub Total			\$	185,243.00
30% State Bid Discount			\$	(55,572.90)
Trade-in 5115M,loader with bucket,forks			\$	(56,000.00)
Diamond Mower Trade-In			\$	(2,500.00)
Total			\$	71,170.10
Swap To Alliance A551 Municipal Tires				\$7,200.00
Inbound Freight			\$	4,500.00
Tax				ST3 Form
Tractor Grand Total			\$	82,870.10

L105 Loader				
L105 Standard	1	L105 MSL Loader w Euro Style Quick Attach	\$	13,359.00
464272	1	HD Grill gard insert	\$	442.00
713754	1	Hose Kit	\$	1,086.00
713621	1	Multi coupler 4 Top Half	\$	693.00
464971	1	Euro Style 96" Standard material bucket	\$	2,450.00
469131	1	Bolt on Cutting edge	\$	641.00
717448	1	Euro Pallet Fork 5500 pound 47" 55" Wide	\$	1,606.00
SubTotal			\$	20,277.00
20% Contract Discount			\$	(4,055.40)
Loader Install			\$	600.00
Inbound Freight			\$	2,288.00
Total			\$	19,109.60
Tractor And Loader Grand Total			\$	101,979.70

Approve here to accept order Date



1600 Hwy 55E Buffalo MN, 55313
Phone: (763) 682-2200
Fax: (763) 682-6141
Cell: (763) 286-3658
Email seth@welters.net

Today's Date: 02/20/2023

Contract Release: T-632(5)
Contract Number :
Vendor Number: 193702

Sales Contact
Seth Strehler

Quote Expires
State Contract

Quote for : City of Independence
Bomford VFA Hawk 6.0 Axle Mount

Item Number	Qty.	Description	Contract Price
90.884.96	1	Hawk VFA 6.0 RH Arm Boom Mower ICS Control Oil Cooler Power Slew With Breakout Variable Forward Arm Electric Arm Float -included in controller Electric Rotor Reverse- included in controller	\$ 58,586.00
90.086.45	1	1.5m (60") Pro-Trim head 125L with Universal MP44 flails and 150mm roller Front Hood and rear flexible guard	\$ 9,703.00
90.505.01	1	Arm Float Force	\$ 1,670.00
90.215.02	1	Axle Sub frame for 6.5 & forward arm models	\$ 6,504.00
90.085.98	1	Cowl Wear Bar Left	\$ 390.00
90.085.99	1	Cowl Wear Bar Right	\$ 390.00
09.632.06	1	66 Gallons Hyd Oil	\$ 1,038.00
Axle Brackets	1	Axle Mount Tractor Portion	\$ 2,436.00
Lift Arm Yoke	1	Yoke	\$ 249.00

Sub Total	\$ 80,966.00
18 % Contract Discount	\$ (14,573.88)
Total	\$ 66,392.12
Trade-In	\$ -
Inbound Freight	\$ 5,148.00
Installation	\$ 1,500.00
Demo Discount	
Tax	\$ -
Grand Total	\$ 73,040.12

Approve here to accept order Date