



CITY COUNCIL MEETING AGENDA
TUESDAY May 5, 2026

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 21, 2026, Regular City Council Meeting.
- b. Approval of Accounts Payable; (Batch #1 - Checks No. 24350-24364).
- c. Non-City Assembly Permit Requests:
 - 1351 Nelson Road: Wedding - May 22, 2026
 - 909 County Road 19: Wedding – June 6, 2026

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

6. **Public Hearing:** Consideration to Adopt Excel Energy Franchise Agreements for Gas and Electric.

- a. **ORDINANCE No. 2026-04:** Electric Franchise Ordinance
- b. **ORDINANCE No. 2026-05:** Gas Franchise Ordinance

7. Scott Hohag (Applicant/Owner) requests that the City consider the following action for the property located at 6288 Drake Drive, Independence, MN (PID No. 26-118-24-32-0003):

- a. **RESOLUTION No. 26-0505-01:** Considering approval of a conditional use permit (CUP) to allow a detached Accessory Dwelling Unit (ADU) to be located on the subject property.

8. Open/Misc.

9. Adjourn.



CITY COUNCIL MEETING MINUTES
TUESDAY APRIL 21, 2026

CITY COUNCIL MEETING TIME: 6:30 PM

1. CALL TO ORDER

Mayor Brad Spencer called the meeting to order on Tuesday, April 21, 2026, at 6:30 PM

2. PLEDGE OF ALLEGIANCE

Mayor Spencer led the group in the Pledge of Allegiance.

3. ROLL CALL

PRESENT: Spencer, Betts, Fisher, Grotting

ABSENT: McCoy

STAFF: City Administrator Kaltsas, Administrative Services Director Simon,
WHPS Chief DuRose, Public Works Director Lehman

VISITORS: Mayor Emeritus Johnson, Congressman Kevin Anderson, see sign-in sheet

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

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

- a. Approval of City Council Minutes from the April 7, 2026, Local Board of Appeals and Equalization City Council Meeting.
- b. Approval of City Council Minutes from the April 7, 2026, Regular City Council Meeting.
- c. Approval of Accounts Payable; (Batch #1 - Checks No. 24321-24349).
- d. Dust Control Bid Award: Consider approval of the 2026 dust control bids as recommended by the Public Works Director.
- e. Seal Coat Bid Award: Consider approval of the 2026 seal coat bids as recommended by the Public Works Director.

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

5. Set Agenda – Anyone Not on the Agenda can be Placed Under Open/Misc.
6. Reports of Boards and Committees by Council and Staff.

Council member Fisher Attended the following meeting:

- Celebration of Life of a City Resident

Council member Betts Attended the following meeting:

- None

Council member Grotting Attended the following meeting:

- None

Mayor Spencer Attended the following meeting:

- NW Hennepin League of municipality
- West Suburban pancake breakfast
- PSCWS TAC (zoom)
- Delano Scouts Cake Auction

Mark Kaltsas Attended the following meeting:

- Lobbyists

7. West Hennepin Public Safety – Director Matthew DuRose: Presentation of the March 2026 Activity Reports.

Director DuRose presented the March activity report for West Hennepin Public Safety. He noted that calls for service were up approximately 9-10 percent year-to-date compared to the previous year, representing the highest level seen in five years. He explained that much of this increase was due to proactive traffic enforcement, traffic stops, and DWI enforcement rather than an increase in crime or 911 calls.

DuRose reported on a death investigation that occurred on March 16th, where someone was found deceased in a ditch on County Road 6 near Nelson. With assistance from the sheriff's office, crime lab, and medical examiner, it was determined to be a suicide. The individual was discovered by two teenage snowmobilers and was not a local resident. DuRose noted the location was not visible from the road due to hills and the ditch configuration.

He also provided an update on a recent incident from that morning, involving a domestic situation in Minneapolis where a vehicle was stolen and a gun was involved. Wright County's flock cameras detected the vehicle traveling eastbound on Highway 12 from Delano. West Hennepin Public Safety located the vehicle and engaged in a high-speed pursuit through Baker Park, Highway 12 westbound through Maple Plain and Independence. Due to dangerous speeds

and heavy traffic, they terminated the pursuit before reaching Delano. Wright County later found the vehicle and set up a perimeter, but the individual was ultimately picked up and taken away from the area. DuRose emphasized there was no connection to Maple Plain or Independence.

On a personal note, DuRose announced that he had recently passed his probationary period after completing a full year of service. He expressed gratitude to the council and community for their warm welcome and support, noting that despite initial concerns about working with two mayors, two councils, and two city administrators, his experience had been extremely positive. He indicated his commitment to continuing in the role for many years.

The Mayor noted that as part of DuRose's probation ending, his annual review would be conducted in the following week by the police commission leaders (the Mayor and another leader). They had submitted a survey to staff for feedback and invited any council members to provide input for the review.

8. Hennepin County Commissioner Annual Visit – Commissioner Kevin Anderson.

Commissioner Anderson began by wishing everyone a happy Work Zone Awareness Week, emphasizing the importance of slowing down in construction areas to protect workers. He announced his next town hall would be held on June 16th at 6:00 PM, with Mayor Whelan joining, and invited all community members to attend.

Anderson discussed significant financial challenges facing Hennepin County due to federal cuts passed through HR 1. The county had to account for \$20 million in cuts this year to programs like SNAP and housing, representing about 2% of their property tax levy (every \$10 million equals about 1% of the property tax levy). Next year, they anticipate an additional \$40 million in identified cuts, with potential Medicaid cuts ranging from \$60-100 million, which could translate to 10-15% property tax increases.

To address these challenges, the county is reducing staff by approximately 5% across all departments and scrutinizing all programs to distinguish between mandated and non-mandated services. This will likely result in longer wait times for human services, health, and economic assistance. Non-essential services like libraries and economic development work may also face impacts.

Anderson provided an extensive update on Hennepin County Medical Center (HCMC), explaining that the county took over direct governance last year when the hospital board indicated it would close without significant additional funding. The hospital faces approximately \$100 million annually in uncompensated care, with county property taxpayers backfilling about \$40 million and the hospital managing the remaining \$60 million through cost controls and deferred maintenance.

Due to additional federal cuts, next year the hospital faces another \$100 million in cuts, potentially rising to \$200 million annually over the next ten years. The county is asking the

legislature to repurpose the ballpark sales tax, changing it from 0.15% to 1% to provide sustainable funding for the hospital's core mission as a public safety net hospital and level 1 trauma center.

Anderson acknowledged he doesn't particularly like sales taxes, calling them regressive, but noted they're better than property taxes and would capture revenue from users outside Hennepin County (about 30% of the hospital's uncompensated care comes from non-Hennepin County residents). He warned that without legislative action, HCMC will close this year, and the county doesn't have the means to keep it operating independently.

He reported recent executive leadership changes at the hospital, with co-administrator Dr. Crosson submitting his resignation and former county administrator David Huff stepping into an advisory role while Dr. Cummings was appointed as interim CEO. Anderson emphasized the catastrophic impact that losing the busiest level 1 trauma center in Minnesota would have on the entire healthcare system.

Regarding county road work in Independence, Anderson mentioned projects including overlay work on Highway 19, County Road 11 improvements, and ultra-thin bonded warehouse applications designed to extend road life. Most work focuses on maintenance rather than major reconstruction.

Anderson addressed concerns about the sheriff's department, stating clearly that he would not support anything that reduces their ability to perform their duties. He emphasized the importance of partnerships with the crime lab, violent offender task force, and 911 operations, committing to maintaining these resources for all Hennepin County communities.

He concluded by mentioning his role on the mosquito control board and the upcoming helicopter applications of non-toxic bacterial pellets designed to control mosquito larvae without affecting other ecology.

The Mayor raised concerns about the sheriff's department budget and the responsibility for backfilling shortfalls in Minneapolis police coverage. He distinguished between mutual aid and supplemental coverage, encouraging commissioners to find a way for Minneapolis to pay for additional coverage rather than having taxpayers subsidize a \$15 million rolling budget in the sheriff's department. The Mayor noted that when sheriff's department staff are deployed to downtown Minneapolis, there's less coverage available for outlying communities, creating both a service reduction and a cost increase for suburban taxpayers.

Anderson agreed this was problematic and noted the county encourages the sheriff to enter into contracts similar to those with Rockford, Greenfield, and Medicine Lake, which pay for contracted patrol services. He indicated the county would absolutely approve such contracts with Minneapolis and encouraged direct communication with the sheriff's office on this issue.

Council Member Grotting asked about issues that had packed a previous county meeting. Anderson explained this related to the county's garbage incinerator, which some residents want closed. He stated his belief that it's an essential part of waste management while acknowledging efforts to reduce overall garbage through their zero-waste plan, composting programs, and

recycling initiatives. He noted the 40-year-old facility is reaching end of life but emphasized the need to maintain operations while finding long-term solutions for waste management.

9. Open/Misc.

The Mayor took the opportunity to discuss the dust control and seal coat bids with Public Works Supervisor Ben Lehman, who was present. The dust control bids appeared normal, but there was significant variation in seal coat bids. Lehman explained that Allied's unusually low price was due to union subsidization as they sought to secure more jobs, while Pearson Brothers provided their normal pricing. He had requested re-bids to stay within budget, focusing on the most necessary roads rather than trying to complete all desired work.

The Mayor noted the importance of Lehman's cost-saving efforts for taxpayers, highlighting that the difference between the low bid (\$58,000) and high bid (\$103,000) demonstrated the value of competitive bidding. They confirmed the use of magnesium chloride for dust control this year, with Lehman explaining that the higher concentration (38% versus 30% active ingredients) and proper timing of application were more important factors than the specific type of chloride used.

The Mayor mentioned discussing remnants of a beaver dam in the culvert under Highway 90 with Hennepin County Public Works, confirming they had reached out to Lehman about the issue.

10. Adjourn.

Motion by Grotting, seconded by Fisher to adjourn the meeting at 7:15PM. Ayes: Spencer, Fisher, Betts, Grotting. Nays: None. Absent: McCoy. Abstain: None. Motion Approved. 4-0

City of Independence

Consideration of an Ordinance Adoption for Xcel Gas and Electric Franchise Agreements

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: May 5, 2026

Background

The City of Independence has received a request from Northern States Power Company (d/b/a Xcel Energy) to renew the City's franchise agreements for both electric and natural gas distribution services. The existing franchise agreements have expired, and Xcel Energy has submitted proposed updated ordinances for City Council consideration.

Franchise agreements are a standard requirement for public utilities that use the City's public rights-of-way and public grounds to operate and maintain their distribution infrastructure. By granting a franchise, the City authorizes Xcel Energy to construct, operate, repair, and maintain its facilities within the City's public ways in exchange for the utility's compliance with the terms and conditions set forth in the franchise ordinance.

Proposed Franchise Agreements

Two separate franchise ordinances are being presented for City Council consideration:

- **Ordinance No. 2026-04:** Electric Franchise Agreement granting Northern States Power Company the right to transmit and furnish electric energy for light, heat, power, and other purposes within the City of Independence.
- **Ordinance No. 2026-05:** Gas Franchise Agreement granting Northern States Power Company the right to construct, operate, repair, and maintain a gas distribution system for the transmission and distribution of natural gas within the City of Independence.

Both agreements share the following key terms:

Term: 20 years from the date of passage and approval by the City Council.

Grantee: Northern States Power Company, a Minnesota Corporation (d/b/a Xcel Energy), its successors and assigns.

Scope: Use of City public rights-of-way and public grounds for construction, operation, repair, and maintenance of electric and gas distribution facilities.

Publication Costs: The cost of publishing each ordinance will be paid by the City and reimbursed by Xcel Energy.

Relocation: Xcel Energy is responsible for relocating its facilities at its own expense when required by City improvement projects, subject to certain conditions.

Indemnification: Xcel Energy shall indemnify and hold the City harmless from liability arising from the construction, maintenance, repair, and operation of its facilities in public ways.

Dispute Resolution: Disputes are to be resolved through good faith negotiation, and if necessary, mediation or District Court action.

Franchise Fees — City Council Consideration

Both the electric and gas franchise agreements include a franchise fee provision (Section 9 of each ordinance). The City Council should be aware of the following regarding franchise fees:

Current Status — No Fee Adopted: As presented, both proposed franchise agreements are drafted without an immediate franchise fee requirement. Section 9 of each ordinance states that the City, at the time of adopting the franchise, does not desire to require Xcel Energy to collect a franchise fee from its customers.

Option to Add a Fee in the Future: Each franchise agreement preserves the City's right to impose a franchise fee at any point during the 20-year term. The City may provide written notice to Xcel Energy requesting that the franchise be amended to authorize collection of a franchise fee, and Xcel Energy is obligated to negotiate in good faith to incorporate such a fee consistent with amounts and terms it has agreed to with other cities.

Note: Impact on Residents' Utility Bills: The City Council should understand that if a franchise fee is adopted, either now or in the future, the fee is not paid directly by Xcel Energy to the City. Rather, Xcel Energy is authorized to collect the fee directly from its customers within the City by adding it as a line-item charge on residents' and businesses' monthly utility bills. The franchise fee is, in effect, a pass-through cost borne by utility customers in Independence.

The Council should consider and discuss whether it wishes to:

- Adopt the franchise agreements as presented, with no franchise fee at this time, reserving the option to add a fee during the term of the agreement.
- Direct staff to explore the adoption of a franchise fee concurrently with these agreements, understanding the direct impact it would have on residents' utility bills.

Many Minnesota cities do collect franchise fees from Xcel Energy as a mechanism to fund local infrastructure improvements, street lighting, or other city purposes. However, the decision to impose such a fee is a policy question for the Council, weighing the City's revenue needs against the direct cost to residents.

Required Adoption Process

Franchise agreements are adopted by ordinance and are subject to the following procedural requirements:

- Each ordinance must be passed by the City Council.
- Each ordinance must be published as required by law following passage.
- Xcel Energy must file a written acceptance of each franchise with the City Clerk within 90 days of publication. Failure to do so allows the City to revoke the franchise by Council resolution.
- Each ordinance supersedes any previous electric or gas franchise granted to Xcel Energy or its predecessors.

Recommended Action

Staff recommends the City Council take the following actions:

- Hold the required Public Hearing and consider adopting **Ordinance No. 2026-04** granting an updated 20-year Electric Franchise Agreement to Northern States Power Company (Xcel Energy).
- Hold the required public readings and consider adopting **Ordinance No. 2026-05** granting an updated 20-year Gas Franchise Agreement to Northern States Power Company (Xcel Energy).
- Provide direction to staff regarding whether the Council wishes to explore adoption of a franchise fee in conjunction with or subsequent to these agreements.

Attachments:

- Proposed Electric Franchise Ordinance - **Ordinance No. 2026-04**
- Proposed Gas Franchise Ordinance - **Ordinance No. 2026-05**

ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. 2026-04.

CITY OF INDEPENDENCE, HENNEPIN COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF INDEPENDENCE, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

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

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

- 1.1 **City.** The City of Independence, County of Hennepin, State of Minnesota.
- 1.2 **City Utility System.** Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.
- 1.3 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.
- 1.4 **Company.** Northern States Power Company, a Minnesota corporation, its successors and assigns.
- 1.5 **Electric Facilities.** Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by Company for the purpose of providing electric energy for public use.
- 1.6 **Notice.** A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, 401 Nicollet Mall, 8th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City Administrator, 1920 County Rd 90, Independence, MN 55359. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

1.7 **Public Ground.** Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.

1.8 **Public Way.** Any street, alley, walkway or other public right-of-way within the City.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 **Grant of Franchise.** City hereby grants Company, for a period of 20 years from the date passed and approved by the City, the right to transmit and furnish electric energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2 **Effective Date; Written Acceptance.** This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City by Council resolution may revoke this franchise agreement if Company does not file a written acceptance with the City within 90 days after publication.

2.3 **Service and Rates.** The service to be provided and the rates to be charged by Company for electric service in City are subject to the jurisdiction of the Commission. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Section 216B.40.

2.4 **Publication Expense.** The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 **Location of Facilities.** Electric Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System previously installed therein. Electric Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Electric Facilities shall be subject to

permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground Electric Facilities in place, provided at the City's request, Company will remove abandoned metal or concrete encased conduit interfering with a City improvement project, but only to the extent such conduit is uncovered by excavation as part of the City improvement project.

3.2 Field Locations. Company shall provide field locations for its underground Electric Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Electric Facilities. In such event Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same, including paving and its foundation, to as good a condition as formerly existed, and shall maintain any paved surface in good condition for one year thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way.

3.5 Avoid Damage to Electric Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, and (iii) the time when the City expects to start the work. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Electric Facilities.

3.7 Shared Use of Poles. Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities upon terms and conditions acceptable to Company

whenever such use will not interfere with the use of such poles or towers by Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost incurred by Company because of such use by City.

SECTION 4. RELOCATIONS.

4.1 Relocation of Electric Facilities in Public Ways. If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Electric Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3, Company shall relocate its Electric Facilities at its own expense. The City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within three years of a prior relocation of the same Electric Facilities, which was made at Company expense, the City shall reimburse Company for non-betterment costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Electric Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

4.2 Relocation of Electric Facilities in Public Ground. City may require Company at Company's expense to relocate or remove its Electric Facilities from Public Ground upon a finding by City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

4.3 Projects with Federal Funding. City shall not order Company to remove or relocate its Electric Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. Relocation, removal or rearrangement of any Company Electric Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to Company are valuable rights.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company may trim all trees and shrubs in the Public Grounds and Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that Company shall save the City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after the Company has provided written notice of Company's determination.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Electric Facilities, shall not operate to deprive Company of its rights to operate and maintain such Electric Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

The City at the time of adopting this franchise agreement does not desire to require that Company collect a franchise fee from its customers in the City. At a future date during the term of this franchise agreement, the City may determine that it desires Company to collect a franchise fee. If so, the City may give Company Notice to amend this franchise agreement to authorize collection of a franchise fee by separate ordinance in an amount and upon such terms and conditions as Company at that time is willing to incorporate in its electric franchise agreements with other cities. Upon receipt of such Notice Company shall negotiate in good faith with City to so amend this franchise agreement.

SECTION 10. PROVISIONS OF ORDINANCE.

10.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes any previous electric franchise granted to Company or its predecessor.

Passed and approved: May 5, 2026.

Brad Spencer, Mayor

Attest:

Mark Kaltsas, City Administrator

Date Published: _____

GAS FRANCHISE ORDINANCE

ORDINANCE NO. 2026-05.

CITY OF INDEPENDENCE, HENNEPIN COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO ERECT A GAS DISTRIBUTION SYSTEM FOR THE PURPOSES OF CONSTRUCTING, OPERATING, REPAIRING AND MAINTAINING IN THE CITY OF INDEPENDENCE, MINNESOTA, THE NECESSARY GAS PIPES, MAINS AND APPURTENANCES FOR THE TRANSMISSION OR DISTRIBUTION OF GAS TO THE CITY AND ITS INHABITANTS AND OTHERS AND TRANSMITTING GAS INTO AND THROUGH THE CITY AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

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

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

- 1.1 **City.** The City of Independence, County of Hennepin, State of Minnesota.
- 1.2 **City Utility System.** Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.
- 1.3 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate Gas retail rates now vested in the Minnesota Public Utilities Commission.
- 1.4 **Company.** Northern States Power Company, a Minnesota corporation, its successors and assigns.
- 1.5 **Gas.** “Gas” as used herein shall be held to include natural gas, manufactured gas, or other form of gaseous energy.
- 1.6 **Gas Facilities.** Pipes, mains, regulators, and other facilities owner or operated by Company for the purpose of providing gas service for public use.
- 1.7 **Notice.** A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, 401 Nicollet Mall, 8th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City Administrator, 1920 County Rd 90, Independence, MN 55359. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

1.8 **Public Ground.** Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.

1.9 **Public Way.** Any street, alley, walkway or other public right-of-way within the City.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 **Grant of Franchise.** City hereby grants Company, for a period of 20 years from the date passed and approved by the City, the right to transmit and furnish Gas energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2 **Effective Date; Written Acceptance.** This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City by Council resolution may revoke this franchise agreement if Company does not file a written acceptance with the City within 90 days after publication.

2.3 **Service and Rates.** The service to be provided and the rates to be charged by Company for Gas service in City are subject to the jurisdiction of the Commission.

2.4 **Publication Expense.** The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 **Location of Facilities.** Gas Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System previously installed therein. Gas Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Gas Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground Gas Facilities in place, provided,

at City's request, Company will remove abandoned Gas Facilities interfering with a City improvement project, but only to the extent such Gas Facilities are uncovered by excavation as part of the City's improvement project.

3.2 Field Locations. Company shall provide field locations for its underground Gas Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Gas Facilities. In such event Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same, including paving and its foundation, to as good a condition as formerly existed, and shall maintain any paved surface in good condition for one year thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way.

3.5 Avoid Damage to Gas Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Gas Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, and; (iii) the time when the City expects to start the work. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Gas Facilities.

SECTION 4. RELOCATIONS.

4.1 Relocation of Gas Facilities in Public Ways. If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to

relocate its Gas Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3, Company shall relocate its Gas Facilities at its own expense. The City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within three years of a prior relocation of the same Gas Facilities, which was made at Company expense, the City shall reimburse Company for Non-Betterment Costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Gas Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

4.2 Relocation of Gas Facilities in Public Ground. City may require Company at Company's expense to relocate or remove its Gas Facilities from Public Ground upon a finding by City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

4.3 Projects with Federal Funding. City shall not order Company to remove or relocate its Gas Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. Relocation, removal or rearrangement of any Company Gas Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to Company are valuable rights.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company is also granted the permission and authority to trim all shrubs and trees, including roots, in the Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of Gas Facilities, provided that Company shall save City harmless from any liability in the premises.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the

construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Gas Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after the Company has provided written notice of Company's determination.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Gas Facilities, shall not operate to deprive Company of its rights to operate and maintain such Gas Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

The City at the time of adopting this franchise agreement does not desire to require the Company collect a franchise fee from its customers in the City. At a future date during the term of this franchise agreement, the City may determine that it desires Company to collect a franchise fee. If so, the City may give Company Notice to amend this franchise agreement to authorize collection of a franchise fee by separate ordinance in an amount and upon such terms and conditions as Company at that time is willing to incorporate in its gas franchise agreements with other cities. Upon receipt of such Notice Company shall negotiate in good faith with City to so amend this franchise agreement.

SECTION 10. PROVISIONS OF ORDINANCE.

10.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid,

it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes any previous Gas franchise granted to Company or its predecessor.

Passed and approved: May 5, 2026.

Brad Spencer, Mayor

Attest:

Mark Kaltsas, City Administrator

Date Published: _____

■ CITY OF INDEPENDENCE, MINNESOTA
CITY COUNCIL

**Request for an Accessory Dwelling Unit (ADU) on the
Property Located at 6288 Drake Drive, Independence, MN**

To:	CITY COUNCIL
From:	City Planner
Meeting Date:	May 5, 2026
Applicant:	Scott Hohag
Owner:	Scott Hohag
Location:	6288 Drake Drive, Independence, MN
PID:	26-118-24-32-0003
Application Type:	Conditional Use Permit (CUP) for an Accessory Dwelling Unit (ADU)

Request:

Scott Hohag (Applicant/Owner) requests that the City consider the following action for the property located at 6288 Drake Drive, Independence, MN (PID No. 26-118-24-32-0003):

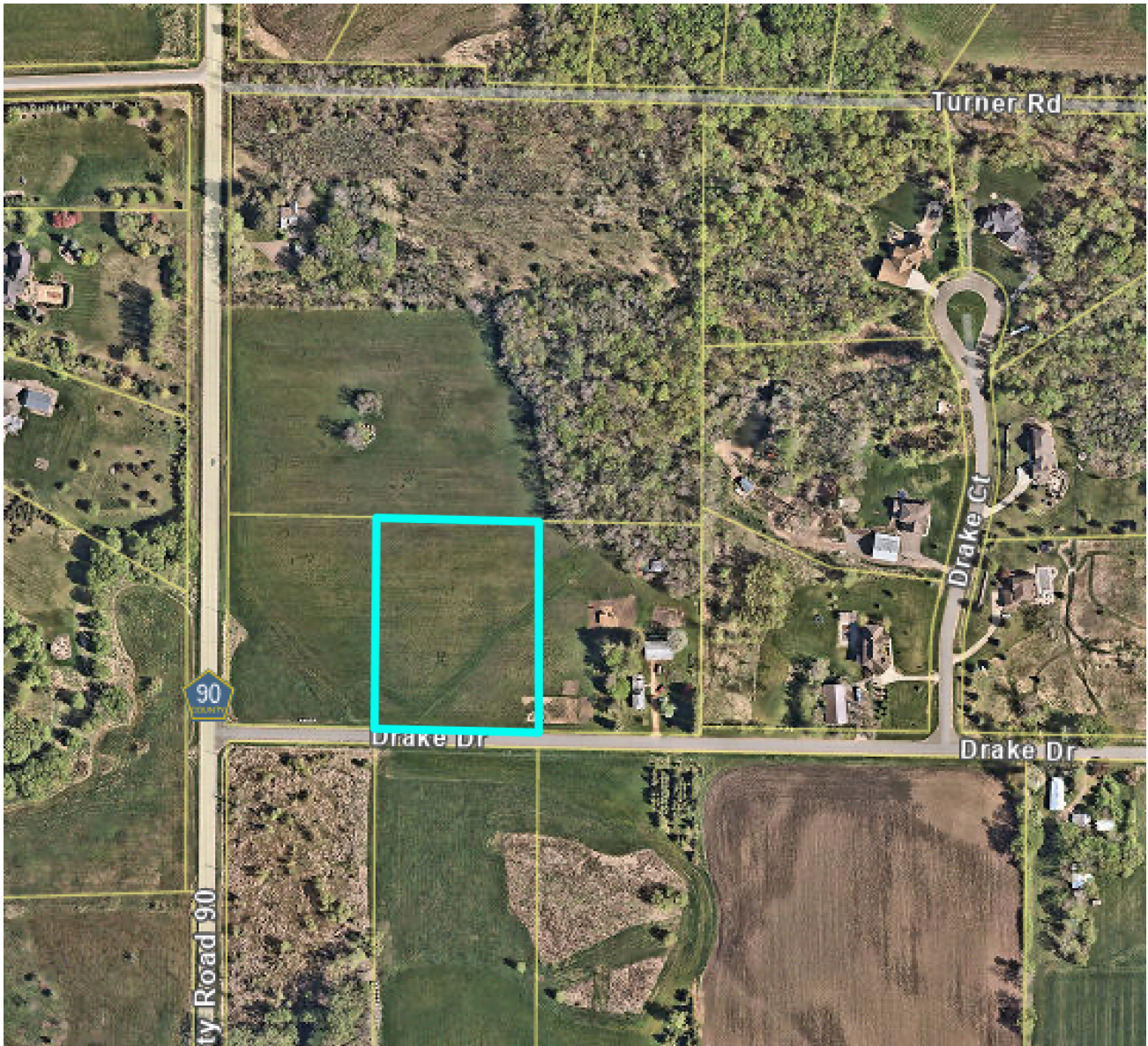
- a. A conditional use permit (CUP) to allow a detached Accessory Dwelling Unit (ADU) to be located on the subject property.

Property / Site Information:

The subject property is located at 6288 Drake Drive in the City of Independence, Minnesota. The applicant, Scott Hohag, is requesting approval to construct a new detached Accessory Dwelling Unit (ADU) on the property.

Property Address:	6288 Drake Drive, Independence, MN
PID:	26-118-24-32-0003
Zoning:	Rural Residential
Comprehensive Plan:	Rural Residential
Principal Structure (SF):	3,574 SF existing single-family dwelling
Proposed ADU (SF):	640 SF detached accessory dwelling unit
Max. Permitted ADU (SF):	1,179 SF (33% of 3,574 SF principal structure)

6288 Drake Drive



Discussion

Scott Hohag (Applicant/Owner) is requesting approval to construct a detached Accessory Dwelling Unit (ADU) on the property located at 6288 Drake Drive (PID No. 26-118-24-32-0003) in the City of Independence, MN. The proposed ADU (640 square feet) is proposed to be located within a new detached accessory structure. The new detached accessory building has a total square footage of 2,080 SF. The applicant is in the process of constructing the principal single-family home on the property. The new principal dwelling on the property is 3,574 square feet.

Accessory dwelling units are subject to the applicable requirements of the City of Independence Zoning Ordinance. The applicant must demonstrate that the proposed ADU meets all applicable criteria. The City has specific criteria relating to accessory dwelling units, as well as criteria for any required conditional use permit or other approval depending on the applicable zoning district.

ADU Criteria Analysis

An accessory dwelling unit must meet the following criteria under the City's Zoning Ordinance. Staff analysis of each criterion is provided in italics below.

1. **Physically attached to or within a single-family dwelling unit, or within a detached accessory building that has a principal structure on the parcel.**

The applicant is proposing a new detached ADU on the same parcel as the existing single-family principal dwelling. The parcel contains an existing principal structure (under construction).

2. **Subordinate in size to the single-family dwelling unit.**

The proposed ADU is 640 SF. The above ground square footage of the principal dwelling is 3,574 SF. The proposed ADU is clearly subordinate in size to the principal structure.

3. **Fully separated from the single-family dwelling unit by means of a wall or floor, with or without a door.**

As a proposed detached structure, the ADU will be fully separated from the principal single-family dwelling.

4. **Architecturally compatible with the principal structure (using materials, finishes, style, and colors similar to the principal structure).**

The applicant will be required to demonstrate architectural compatibility with the existing principal structure through the building permit process. Staff recommends this be made a condition of approval.

5. **The lesser of 33% of the above-ground living area of the principal structure or 1,200 square feet, and no less than 400 square feet.**

The principal structure contains 3,574 SF of above-ground living area. Thirty-three percent (33%) of 3,574 SF equals approximately 1,179 SF. The proposed ADU is 640 SF, which is less than the permitted maximum of 1,179 SF and greater than the minimum of 400 SF.

6. **Not in excess of the maximum square footage for accessory structures as permitted in this code.**

The existing property is 3.23 SF and would allow a total of 2,813 SF of accessory structure. proposed ADU of 640 SF and total detached accessory building SF of 2,080 is less than the maximum accessory structure square footage standards applicable to the subject zoning district.

7. **Has permanent provisions for cooking, living, and sanitation.**

The applicant is proposing to include permanent provisions for cooking, living, and sanitation in the ADU. The proposed ADU has one bedroom and one bathroom along with a kitchen area.

8. **Has no more than 2 bedrooms.**

The proposed ADU has one bedroom and one bathroom (see attached floor plan).

9. **Limited to relatives of the homesteaded owner-occupants or the homesteaded owners of the principal structure. The total number of individuals residing in both the principal dwelling unit and ADU may not exceed the number allowed by the building code.**

The applicant has represented that the ADU will be used to house a relative. City will require confirmation that occupancy of the ADU will comply with applicable zoning ordinance requirements regarding permitted occupants. This shall be made a condition of approval.

10. **Uses the existing on-site septic system or an approved holding tank.**

The city has reviewed the proposed (newly constructed) on-site septic system to ensure compliance with all applicable standards.

11. **Respectful of the future subdivision of the property and the primary and secondary septic sites.**

The property cannot be further subdivided based on the current and guided land use.

12. **In compliance with the adopted building code relating to all aspects of the dwelling unit.**

The proposed ADU will be required to meet all applicable building codes. The applicant will be required to apply for and receive all applicable building permits prior to construction.

Additional Considerations

The proposed ADU meets all applicable building setbacks. The size and proximity to the surrounding properties should help to reduce and or mitigate any potential impacts. The character of the surrounding area and neighboring properties supports and is consistent with the proposed detached accessory structure.

As proposed, the ADU appears to be consistent with the applicable size and dimensional criteria established in the Zoning Ordinance.

In addition to the requirements for allowing an accessory dwelling unit, the City has additional criteria which need to be considered for granting a conditional use permit

The criteria for granting a conditional use permit are clearly delineated in the City's Zoning Ordinance (Section 520.11 subd. 1, a-i) as follows:

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

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

Consideration for the proposed conditional use permit should weigh the impact of having an accessory dwelling unit located on this property. The location of the proposed accessory dwelling unit and its compliance with all applicable setbacks appears to mitigate potential impacts resulting from the construction of the accessory dwelling unit. The City will need to consider if the accessory dwelling unit meets the requirements and criteria for granting a conditional use permit.

Should the CUP to allow an accessory dwelling unit be considered by the City, it is suggested that the following conditions be noted by the City:

- The Conditional Use Permit will be subject to the applicant successfully obtaining and completing a building permit for all applicable improvements already made to the dwelling unit that were not previously approved by the City.
- The proposed accessory structure cannot be expanded or enlarged without the review and approval of the City. Any expansion will require an amendment to the conditional use permit following all applicable procedures.

Neighbor Comments

One property owner at 1015 Drake Drive commented at the public hearing. He asked for clarification on how conditional use permits are reviewed and or monitored by the city. He stated that he did not have any issues with the proposed ADU. No other neighbor comments were received prior to the time of preparation of this staff report.

Planning Commission Discussion and Comments

Planning Commissioners reviewed the requested CUP and asked questions of staff. Commissioners asked for more information relating to the square footage of the proposed ADU within the accessory building. Commissioners found that the request met all applicable criteria and recommended approval to the City Council.

Recommendation

The Planning Commission recommended approval of the requested conditional use permit to allow an accessory dwelling unit with the following findings and conditions:

1. The proposed Conditional Use Permit request meets all applicable conditions and restrictions stated in Chapter V, Section 510, Zoning, in the City of Independence Zoning Ordinance.
2. The conditional use permit is to allow an accessory dwelling unit to be located within the detached accessory structure on the property. The criteria for permitting an accessory dwelling unit shall be perpetually satisfied by the owner of the property. Any change in the use of the accessory dwelling not in compliance with the applicable criteria for the accessory dwelling unit will cause the conditional use permit to be revoked by the city.
3. The conditional use permit will be issued subject to the following items being completed:
 - a. The conditional use permit will be subject to the applicant successfully obtaining and completing a building permit for all applicable improvements already made to the dwelling unit that were not previously approved by the city.
 - b. The proposed accessory structure cannot be expanded or enlarged without the review and approval of the city. Any expansion will require an amendment to the conditional use permit following all applicable procedures.
 - c. The applicant shall submit full building plans to the city at the time of building permit which will verify that the ADU will be architecturally compatible with the principal structure, using similar materials, finishes, style, and colors.
 - d. The existing on-site septic system shall be inspected by the City to confirm it can adequately serve the ADU in addition to the principal dwelling. Any deficiencies identified shall be remedied prior to issuance of a certificate of occupancy for the ADU.
4. The Applicant shall pay for all costs associated with the city's review of the requested conditional use permit.
5. The conditional use permit shall be recorded with Hennepin County.



RESOLUTION OF THE
CITY OF INDEPENDENCE
HENNEPIN COUNTY, MINNESOTA

RESOLUTION NO. 26-0505-01

A RESOLUTION GRANTING APPROVAL OF A CONDITIONAL USE PERMIT TO ALLOW AN ACCESSORY DWELLING UNIT WITHIN THE EXISTING DETACHED ACCESSORY STRUCTURE ON THE PROPERTY LOCATED AT 6288 DRAKE DRIVE

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

WHEREAS, the City adopted a comprehensive plan in 2020 to guide the development of the community; and

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

WHEREAS Scott Hohag (Applicant/Owner) is requesting a conditional use permit to allow an accessory dwelling unit within the existing detached accessory structure on the property located at 6288 Drake Drive (PID No. 26-118-24-32-003) in the City of Independence, MN:

WHEREAS, the Property is zoned Rural Residential (“RR”); and

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

WHEREAS, Section 530.01, Subd. 4 of the City Code provides that an “accessory dwelling unit” is a conditional use in the RR- Rural Residential zoning district; and

WHEREAS the requested accessory dwelling unit, with the conditions imposed by this Conditional Use Permit, meets all requirements, standards and specifications of the City of Independence zoning ordinance for Agriculture property; and

WHEREAS the Planning Commission held a public hearing on April 21, 2026, to review the application for a Conditional Use Permit, following mailed and published noticed as required by law; and

WHEREAS, the City Council has reviewed all materials submitted by the Applicant; considered the oral and written testimony offered by the applicant and all interested parties; and has now concluded that the application, with the conditions noted below, 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 Scott Hohag to grant a Conditional Use Permit for the subject property in accordance with the City's zoning regulations with the following findings and conditions:

1. The proposed Conditional Use Permit request meets all applicable conditions and restrictions stated in Chapter V, Section 510, Zoning, in the City of Independence Zoning Ordinance.
2. The conditional use permit is to allow an accessory dwelling unit to be located within the detached accessory structure on the property. The criteria for permitting an accessory dwelling unit shall be perpetually satisfied by the owner of the property. Any change in the use of the accessory dwelling not in compliance with the applicable criteria for the accessory dwelling unit will cause the conditional use permit to be revoked by the city.
3. The conditional use permit will be issued subject to the following items being completed:
 - a. The conditional use permit will be subject to the applicant successfully obtaining and completing a building permit for all applicable improvements already made to the dwelling unit that were not previously approved by the city.
 - b. The proposed accessory structure cannot be expanded or enlarged without the review and approval of the city. Any expansion will require an amendment to the conditional use permit following all applicable procedures.
 - c. The applicant shall submit full building plans to the city at the time of building permit which will verify that the ADU will be architecturally compatible with the principal structure, using similar materials, finishes, style, and colors.
 - d. The existing on-site septic system shall be inspected by the City to confirm it can adequately serve the ADU in addition to the principal dwelling. Any deficiencies identified shall be remedied prior to issuance of a certificate of occupancy for the ADU.
4. The ADU will be constructed in accordance with the approved plans shown on **Exhibit B** attached hereto.
5. pay for all costs associated with the City's review of the requested conditional use permit.
6. The conditional use permit shall be recorded with Hennepin County.

This resolution was adopted by the city council of the City of Independence on this 5th day of May 2026, by a vote of ____ ayes and ____ nays.

Brad Spencer, Mayor

ATTEST:

Mark Kaltsas, City Administrator

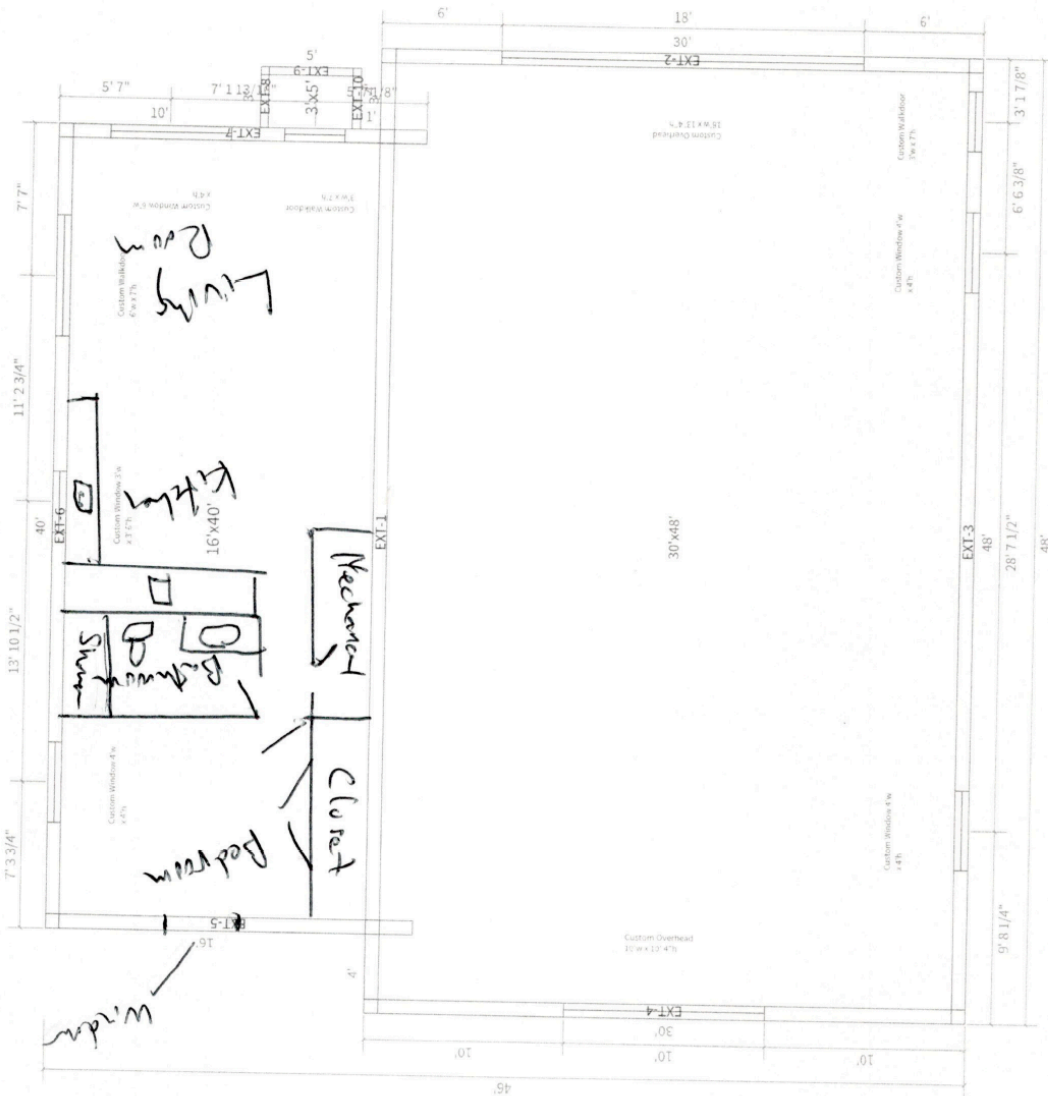
Exhibit A
(Legal Description)

The South One-Third of Lot 15 of Maple Plain Orchards.

Exhibit B (Approved Plan)

Job: Hohag, Scott 30x48x12 w/ADU
 Date: 2/9/2026
 Time: 9:48 AM

Wall Layout

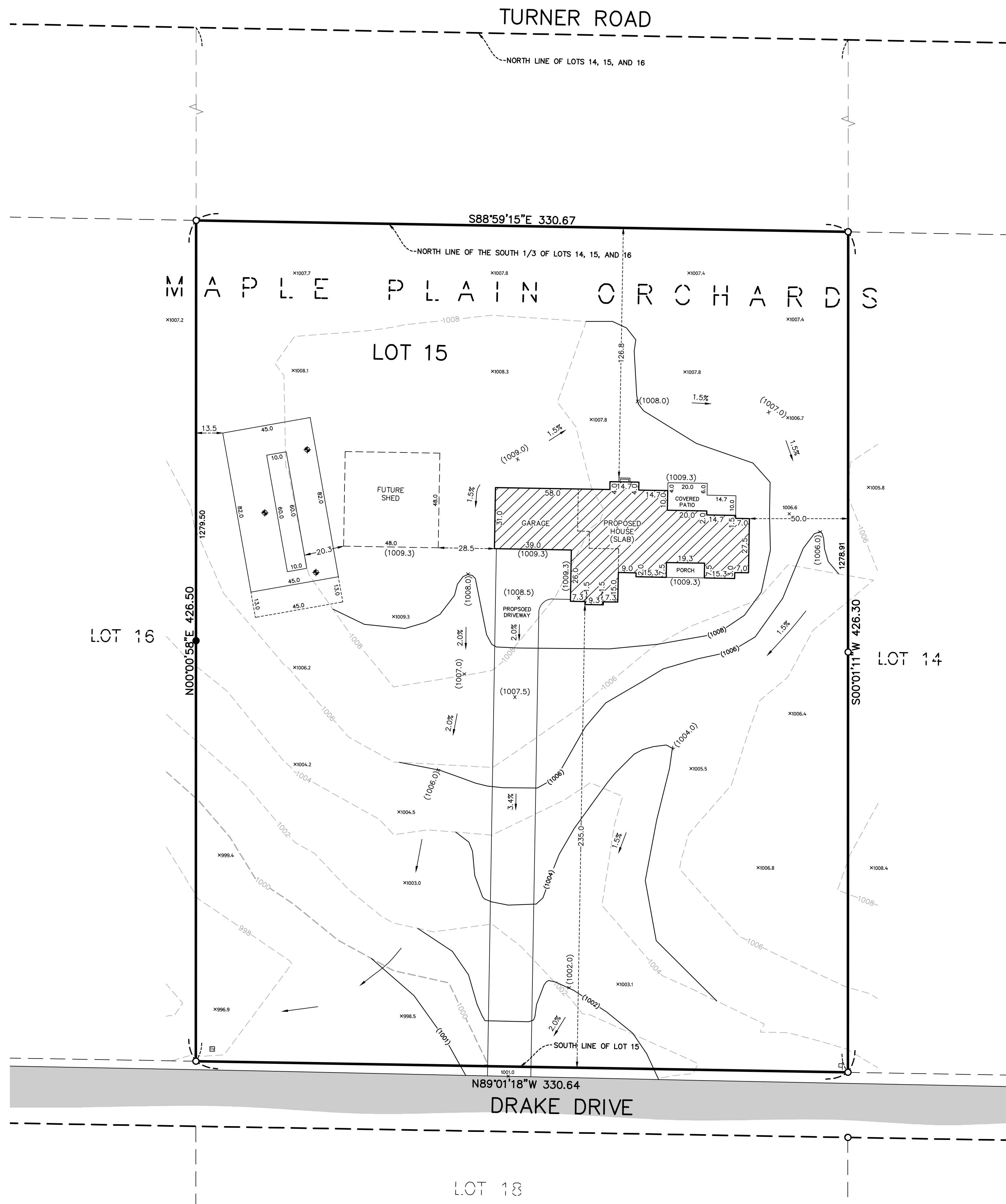


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SCALE IN FEET
0 30 60

- LEGEND**
- FOUND IRON PIPE
 - SET IRON PIPE
 - SIGN
 - ▣ TELEVISION BOX
 - ◆ SOIL BORING
 - BITUMINOUS SURFACE



PROPERTY DESCRIPTION

The South One-Third of Lot 15 of Maple Plain Orchards.

NOTES

1. Subject property's addresses and property identification numbers are:
Lot 14: 6276 Drake Dr., 26.118.24.32.0002
Lot 15: Address Unassigned, 26.118.24.32.0003
Lot 16: Address Unassigned, 26.118.24.32.0004
2. The bearing system is based on the south line of Lot 15 which is assumed to bear North 89 degrees 01 minutes 18 seconds West.
3. Field work was completed 10/10/25.
4. No specific title search for existence or non-existence of recorded or un-recorded easements has been conducted by the surveyor as a part of this survey. This survey does not purport to show all improvements, easements or encroachments to the property, except as shown hereon.
5. The gross area of the subject property is 9.386 acres or 408,834 sqft.
6. Vertical relief shown hereon was obtained from the Minnesota Department of Natural Resources mapping application, MntOPO.
7. Building dimensions shown are for horizontal and vertical placement of structure only. See architectural plans for building and foundation dimensions.
8. No specific soils investigation has been completed on this lot by James R. Hill, Inc. the suitability of soils to support the specific house proposed is not the responsibility of James R. Hill, Inc. or the surveyor.

BENCHMARK

Top of iron at the southwest corner of Lot 5, Block 1, INDEPENDENCE WOODS. Elevation = 1011.34

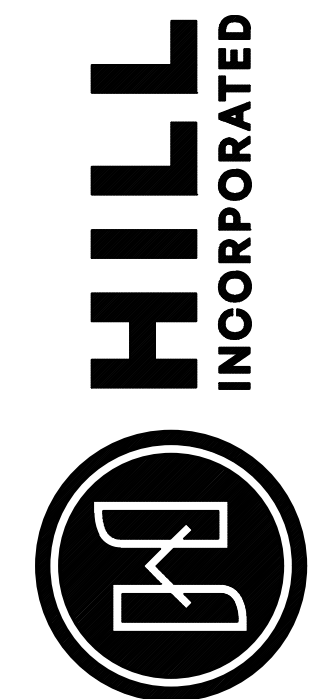
FLOOR ELEVATIONS

	Proposed
Garage Floor @ Front:	1009.3
Garage Top of Block:	1009.7
House Top of Block:	1009.7
Lowest Floor:	1009.7

HARD COVER

Lot:	140,972 sq. ft.
House/Garage:	4,899 sq. ft.
Porch:	145 sq. ft.
Driveway:	6,185 sq. ft.
Patio:	427 sq. ft.
Future shed:	2,304 sq. ft.
Total Impervious:	13,960 sq. ft. or 9.9% of lot

2999 WEST C.R. 42, SUITE 100
BURNSVILLE, MN 55306
PHONE: 952-890-6044
marcus@mmhill.com
www.mmhill.com



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 in the State of Minnesota.
Marcus F. Hampton, L.S.
Date: 11/27/2025 Reg. No. 47481

DRAKE DRIVE
INDEPENDENCE, MINNESOTA
CERTIFICATE OF SURVEY
FOR
JPC CUSTOM HOMES, INC.

DRAWN BY
TAM/PLM

DATE
1/14/2026

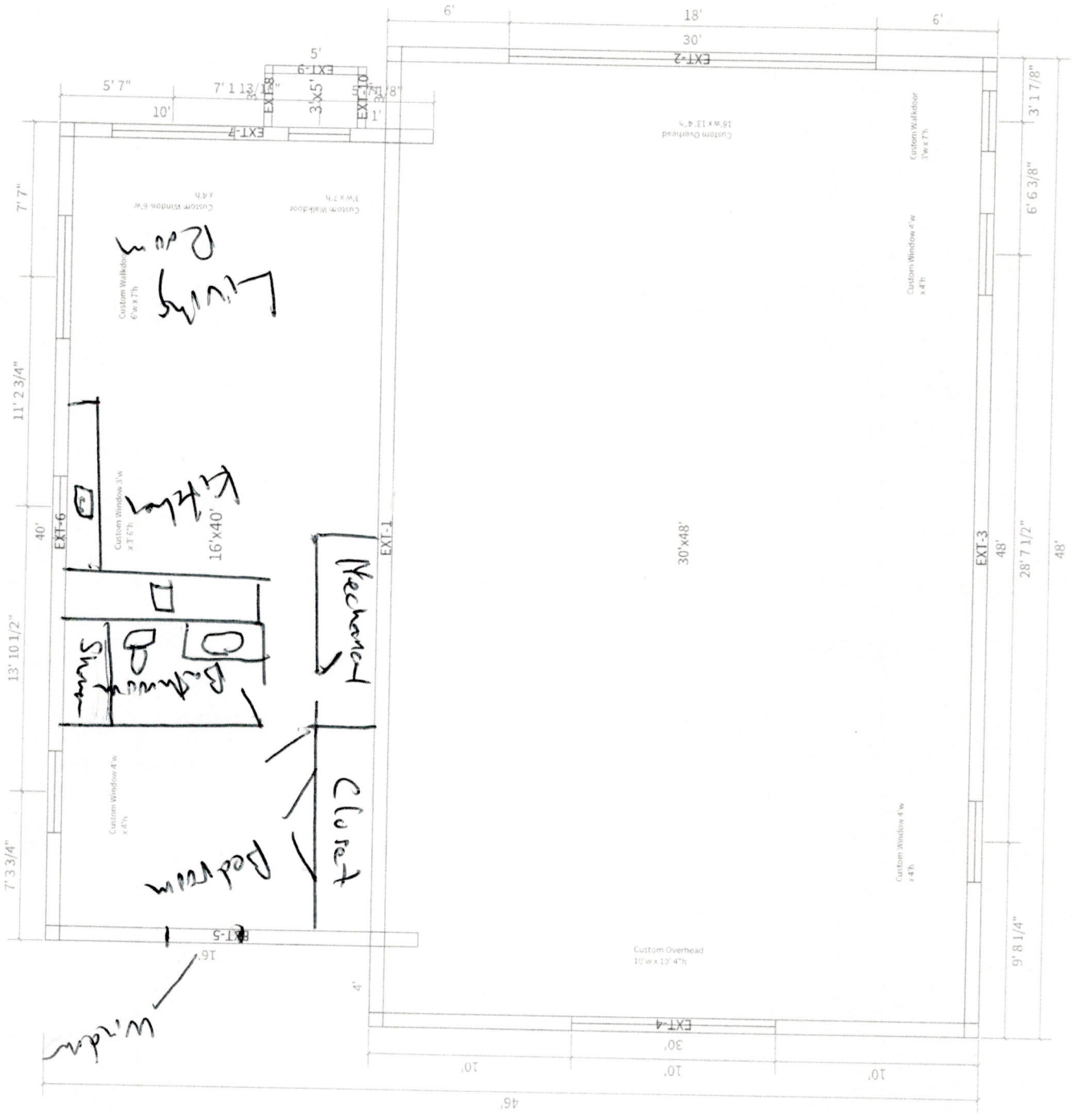
REVISIONS

CAD FILE
24350LLS.dwg

PROJECT NO.
24350-00

SHEET 1 OF 1

Wall Layout



Front Elevation

Job: Hohag, Scott 30x48x12 w/ADU

Date: 2/9/2026

Time: 9:48 AM



Back Elevation

Job: Hohag, Scott 30x48x12 w/ADU

Date: 2/9/2026

Time: 9:48 AM

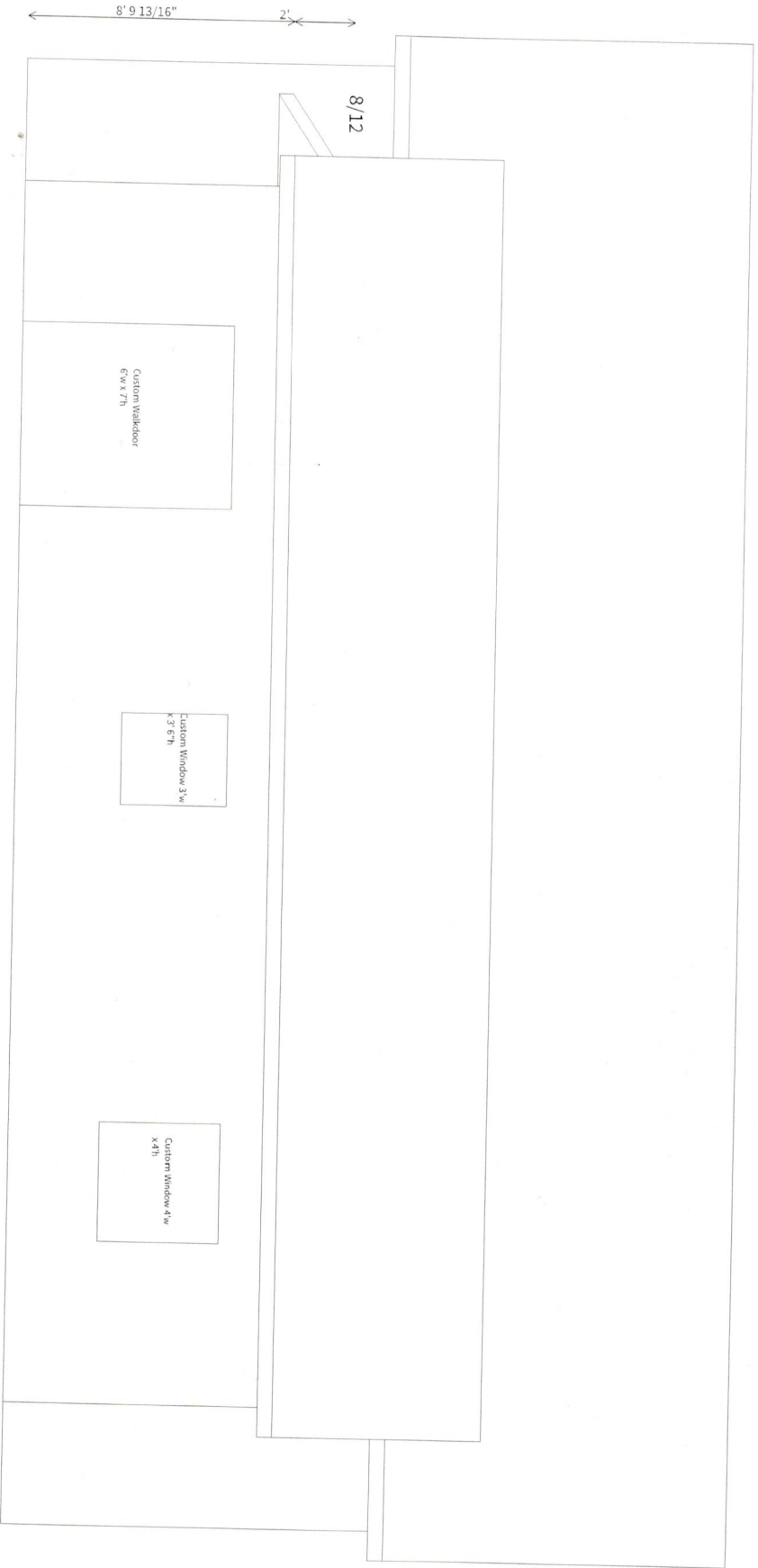


Left Elevation

Job: Hohag, Scott 30x48x12 w/ADU

Date: 2/9/2026

Time: 9:48 AM



Right Elevation

Job: Hohag, Scott 30x48x12 w/ADU

Date: 2/9/2026

Time: 9:48 AM

