



CITY COUNCIL MEETING AGENDA
REGULAR MEETING
TUESDAY MARCH 19, 2019

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

6:00 PM - Hennepin County Assessor David Thomsen – Present Preliminary Local Board of Appeals and Equalization Information in Preparation for April 2, 2019 Meeting

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 March 5, 2019 Regular City Council Meeting.
- b. Approval of Accounts Payable; Checks Numbered 18692-18746.
- c. Agriculture Preserve Renewal Application - PID is 07-118-24-24-0001.

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. Lake Minnetonka Communications Commission Presentation – Jim Lundberg, Operations Manager

8. Director Gary Kroells, West Hennepin Public Safety:

- a. Activity Report for the Month of February 2019.
- b. Discuss and Consider the Joint Powers Agreement for the Lake Minnetonka SWAT Team - Joint Powers Agreement.
- c. **RESOLUTION 19-0319-01** - Considering Authorization for West Hennepin Public Safety to Enter Into the JPA.

9. Open/Misc.

10. Adjourn.

MINUTES OF A REGULAR MEETING OF THE
INDEPENDENCE CITY COUNCIL
TUESDAY, MARCH 5, 2019 –6:30 P.M.

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, Councilors Spencer, Grotting, and Betts

ABSENT: Councilor McCoy

STAFF: City Administrator Kaltsas, City Administrative Assistant Horner, City Attorney Vose

VISITORS: Bendicksons, Karyn O'Brien

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

All items listed under the 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 February 19, 2019 Regular City Council Meeting.
- b. Approval of Accounts Payable; Checks Numbered 18656-18691.

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

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

Johnson added consideration of writing a letter to the Highway 12 Safety Coalition regarding the death on Highway 12 over the weekend.

6. REPORTS OF BOARDS AND COMMITTEES BY COUNCIL AND STAFF

Spencer attended the following meetings:

- Planning Commission Meeting

Grotting attended the following meetings:

- LMCC quarterly meeting

McCoy attended the following meetings: (whole month)

Betts attended the following meetings:

- None

Johnson attended the following meetings:

- Planning Commission Meeting
- Conference Call for National League of Cities
- Orono School Board Meeting
- Haven Homes Advisory Committee Meeting
- Haven Homes Facilities Meeting
- Hennepin County Community Action Partnership grant meeting
- Loretto Fire Department Quarterly Meeting
- Thank You note from Judy Johnson who will be our Representative on Met Council

Horner attended the following meetings:

- None

Kaltsas attended the following meetings:

- Fire Commission Meeting

7. Adoption of 2019 Fee Schedule Update No. 2 Pertaining to Vehicle Wight Restrictions Ordinance Update - **RESOLUTION 19-0305-01.**

Motion by Spencer, second by Betts to approve RESOLUTION 19-0305-01- Adoption of 2019 Fee Schedule Update No. 2 Pertaining to Vehicle Wight Restrictions Ordinance Update. Ayes: Johnson, Grotting, Betts and Spencer. Nays: None. Absent: McCoy. MOTION DECLARED CARRIED.

8. Verizon Wireless (Applicant) and Wesley Bendickson (Owner) request that the City consider the following actions for the property located adjacent to 6705 State Highway 12, Independence, MN (PID No. 22-118-24-44-0001):

RESOLUTION 19-0305-02 – Considering approval of a Conditional Use Permit and Site Plan Review to allow a new 159’ tall telecommunications tower on the subject property.

Kaltsas said Verizon Wireless has submitted an updated landscape plan based on the discussion and direction of the City Council and Planning Commission. Staff has reviewed the plan and worked with the applicant to update and revise the plan to bring it into compliance with the Council recommendation. The proposed plan provides an earthen berm and layered landscaping that will provide a high level of screening of the base equipment. The landscaping proposed varies in height and type of plantings to provide a more complete and long-term screening and buffering of the tower base and associated equipment. The proposed landscaping and earthen berm are in addition to the proposed composite fence.

Verizon Wireless has submitted an application to the City asking for approval to construct a wireless telecommunications tower on the property adjacent to the property that was considered for a similar request in 2015. The subject property is owned by the same owner that owned the property considered in 2015. At that time the City found that the proposed tower did not meet the criteria for granting approval due to the tower and associated base equipment not being adequately screened from the views of surrounding residential property. The Planning Commission recommended approval of the tower subject to the applicant moving the tower further to the south (approximately 1,000 feet) on the adjacent property to aid in

screening and reduce impacts on the surrounding properties. Ultimately, the application was withdrawn by the applicant and no further action was taken by the City Council. The applicant has now made a new application to the City seeking a conditional use permit and site plan approval to allow a new telecommunications tower and associated ground equipment to be located on the property that is essentially adjacent to the property previously considered by the City. The City has criteria relating to the location (setbacks), site improvements and landscaping for new telecommunications tower development. The proposed tower is a monopole type structure proposed to be 159 feet in height (to the tip of the highest antenna, pole is 150'). The required setback from the property line is equal to the height of the tower. The maximum height allowed for a telecommunications tower is 185 feet. For a tower that is 159' tall, the tower may be located no closer than 159 feet from any property line. The proposed tower location meets the requisite setbacks from the nearest property line (see attached site plan). The applicant is proposing to construct a gravel access drive to the proposed site from the existing driveway that provides access to the 6705 Highway 12 property. The proposed location on the property is currently farmed. The applicant is proposing to provide ground mounted base equipment associated with the tower. The equipment would be located within a fenced area comprised of approximately 1350 SF. A free-standing generator would be located within this area and not inside of a building. This is a departure from the last plan presented to the City in which all equipment was located within a fully enclosed structure. In addition to the ground mounted equipment, a new electric transformer would need to be installed on the property. The City has criteria that should be considered relating to telecommunications towers. The criteria provided in the ordinance are as follows:

- (a) To regulate the location of telecommunication towers and facilities;*
- (b) To protect residential areas and land uses from potential adverse impacts of telecommunication towers and facilities;*
- (c) To minimize adverse visual impacts of telecommunication towers and facilities through design, siting, landscaping, and innovative camouflaging techniques;*
- (d) To promote and encourage shared use and co-location of telecommunication towers and antenna support structures;*
- (e) To avoid damage to adjacent properties caused by telecommunication towers and facilities by ensuring that those structures are soundly and carefully designed, constructed, modified, maintained and promptly removed when no longer used or when determined to be structurally unsound;*
- (f) To ensure that telecommunication towers and facilities are compatible with surrounding land uses;*
- (g) To facilitate the provision of wireless telecommunications services to the residents and businesses of the city in an orderly fashion.*

There are several factors that should be considered relating to the conditional use permit and site plan approval. The following issues should be noted by the City:

1. The City requires that all towers and associated structures accessory to the tower must be of stealth design, landscaped and or screened and blend into the surrounding environment.

“Stealth” means designed to blend into the surrounding environment; examples of stealth facilities include, without limitation, architecturally screened roof-mounted antennas, antennas integrated into architectural elements, and telecommunications towers designed to appear other than as a tower, such as light poles, power poles, and trees.

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

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

1. The proposed tower is a monopole type tower with the low-profile antennas integrated with the tower rather than “hanging” off of the tower. This design appears to be different than other towers located in the City in that it is more streamlined. The ground mounted equipment is proposed to be located within a fenced area. The proposed fence is 10 feet in height and of an opaque composite fence design. The City will need to determine if the proposed tower is of a stealth type design. The City requires towers to be of stealth design and further defines stealth as “towers designed to appear other than a tower, such as light poles, power poles and trees”. Staff is seeking additional direction from Planning Commissioners relating to the design of the tower.
2. The proposed tower is located on a property that is currently zoned AG-Agriculture but guided by the City’s Comprehensive Plan as future CLI – Commercial/Light Industrial. Locating a tower on property. The location of the proposed tower on the subject site is largely a result of the setback requirement (towers must be setback a distance equal to or greater than the height of the tower). It was noted that this location in the middle of the subject property may hinder the future developability of the property and does not offer much ability to successfully screen the base of the tower. It was further noted that the tower could be moved further to the east (~30 feet without a variance and further with a variance) and south to allow future development and to better screen the tower from visibility. The applicant has stated that they would rather not move the proposed location of the tower.
3. The applicant has provided the City with verification of the need for the proposed tower (see attached letter and coverage map).
4. The City requires all towers to be able to accommodate colocation. The applicant has provided a letter from an engineer verifying that the proposed tower can accommodate additional antennas on this tower. In addition, the proposed tower elevations show the potential locations for colocation along with a lease area that appears to be suitable for accommodating additional providers.
5. The applicant is proposing to screen the ground mounted tower base equipment utilizing a 10-foottall, composite, opaque fence and eleven (11) 6-foot-tall evergreen trees around the north and east sides of the proposed site. While the proposed fence and associated landscaping will provide a visual barrier from Highway 12 to the proposed ground mounted equipment, the proposed screening could be vastly improved by installing a more complex and complete landscape and berming plan. The City recommends that the applicant provide a combination of an earthen berm and a more diverse and dense landscape screening plan around the north, east and west sides of the proposed tower base. This plan would need to be revised and resubmitted to the City. The City is anticipating that the applicant will resubmit a plan prior to City Council consideration but did

not have the plan at the time this report was prepared.

6. The applicant has provided the City with a lighting fixture cut sheet for the proposed building lighting. All lighting will need to comply with the City's lighting ordinance. The proposed light does not appear to meet the cut-off requirements of the City as the light source appears to angle outwards from the head. Staff will work with the applicant to specify a compliant light fixture. The location of the proposed lights are noted on the building plans.
7. The applicant has provided the City with a copy of relevant portions of a lease signed by the applicant and property owner(s), requiring the applicant to remove the tower and associated telecommunications facilities upon cessation of operations on the leased site, or, if a lease does not yet exist, a written agreement to include such a provision in the lease to be signed.
8. The City received correspondence from the Pioneer Sarah Creek Watershed Commission that is has reviewed and approved the proposed site improvements associated with the telecommunications tower. A request for a Conditional Use Permit must meet the requirements established for granting a Conditional Use Permit in the City's Zoning Ordinance. The criteria for granting a conditional use permit are clearly delineated in the City's Zoning Ordinance (Section 520.11 subd. 1, a-i) as follows:

- 1. The conditional use will not adversely affect the health, safety, morals and general welfare of occupants of surrounding lands.*
- 2. The proposed use will not have a detrimental effect on the use and enjoyment of other property in the immediate vicinity for the proposes already permitted or on the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
- 3. Existing roads and proposed access roads will be adequate to accommodate anticipated traffic.*
- 4. Sufficient off-street parking and loading space will be provided to serve the proposed use.*
- 5. The proposed conditional use can be adequately serviced by public utilities or on-site sewage treatment, and sufficient area of suitable soils for on-site sewage treatment is available to protect the city form 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.*

The proposed telecommunications tower and associated ground mounted equipment is similar to those located within the City. The proposed site improvements will help to screen the new equipment required to support the antennas on the tower. Landscaping will further mitigate the impacts of the proposed equipment and building. It should be noted that the adjacent properties to the north (across Highway 12)

east, south and west are guided for Commercial/Light Industrial by the City's 2030 Comprehensive Plan and Draft 2040 Comprehensive Plan. The proposed location in an area of the City that is guided for commercial development appears to be less impactful than if located in or adjacent to an area that was guided for or zoned residential. The tower will likely be visible from residential properties to the west and possible to the east. The closest existing residential structure that is zoned and guided for residential is approximately 1,450 feet from the base of the tower. There is a rental residential property located on the adjacent property to the east.

The applicant has provided several photo simulations that attempt to demonstrate views of the tower from several adjacent vantage points. The photo simulations show both the existing and proposed conditions from the designated vantage points. Staff has reviewed the photo simulations and noted that the base screening and landscaping is shown in a fully mature form and is not representative of the screening at the time the tower would be constructed.

In the AG-Agriculture zoning district, telecommunication towers are permitted as a conditional use. Resulting traffic, noise, and other measurable impacts (other than the height of the tower) should not be incrementally amplified as a result of the proposed telecommunications tower and associated base site improvements. The City will need to determine if the requested conditional use permit and site plan meet all of the aforementioned conditions and restrictions as well as the criteria for granting a conditional use permit and approving a wireless communications tower. The City received several comments pertaining to the proposed application at the public hearing. The following comments were provided to the City:

1. A question was asked regarding why the tower was not located on City property. It was noted that the City was working on a potential tower site on City property several years ago and was ultimately notified by Version that they were no longer going to pursue the City property...no reason was provided at that time. It was additionally noted that the City cannot prohibit towers on all other property but City property.
2. It was noted that the applicant did not reach out to any property owners regarding the proposed tower prior to notification of the public hearing being provided by the City.
3. A resident stated that they were concerned with the proposed location of the tower, the lack of screening and the visibility from their property. It was further stated that they did not believe that the proposed site was the best location within the City for a new wireless communications tower.
4. A resident stated that they were in favor of the tower and believed that the City needed to have another tower to improve service in the area.

Planning Commissioners discussed the request for a conditional use permit and asked questions of staff and the applicant. Commissioners commented that they had reviewed the location of the other towers in the area and their distance/relationship to surrounding residential properties. Commissioners noted that this tower appeared to have a better design aesthetic than the other towers in the area. Commissioners asked if the location of the tower on the property was going to be detrimental to the future development of the property. It was noted that the proposed location would likely impact future development in some manner. It was discussed whether or not the tower could be located closer to the east property line to aid in screening and to allow for the highest redevelopment potential of the property. The applicant has noted that they reviewed moving the tower and are not interested in moving the tower further east at this time. Commissioners asked if there was going to be a light on the top of the tower. The applicant noted that they would comply with the FCC regulation regarding lights. At this time, the tower is not proposed to have a light. Commissioners discussed the proposed screening and landscaping and recommended that the applicant work with the City to

develop a more robust and better screen utilizing an earthen berm and additional and more mature landscaping. Planning Commissioners found that the proposed tower met the criteria for granting a conditional use permit and recommended approval to the City Council with the conditions and findings stated within this report.

Recommendation:

Planning Commissioners recommended approval to the City Council of the request for a conditional use permit and site plan approval with the following findings and conditions:

1. The proposed conditional use permit and site plan review meet all applicable conditions and restrictions stated Chapter V, Section 510, Zoning, in the City of Independence Zoning Ordinance.
2. The conditional use permit will be reviewed annually by the City to ensure conformance with the conditions set forth in the resolution.
3. This conditional use permit will approve a monopole tower with a maximum height of 159 feet and the associated site improvements, ground mounted equipment and landscaping as indicated on the approved site plans and attached hereto as **Exhibit B**. The ground equipment and antennas shall be installed in accordance with the approved site plans and tower elevations.
4. The conditional use permit shall allow six (6) antennas to be located on the proposed tower.
5. Any expansion of the existing ground equipment, buildings or antenna will be subject to the City's review and an amendment to the conditional use permit.
6. The City can administratively approve replacement of existing antennas as long as the size and location are consistent with the existing equipment. Any expansion or increase to the size or area of the existing antennas or similar mounted transmission equipment, ground equipment, buildings or number of antennas will be subject to the City's review and require an amendment to the conditional use permit.
7. City Council approval of the Conditional Use Permit and Site Plan is subject to the Applicant completing the following items:
 - a. Completion of all comments and conditions made by the Planning Commission during their review of the Conditional Use Permit and Site Plan and including the following:
 - Revision to the landscape and screening plan to include an earthen berm and more diverse and dense landscape screening plan.
 - Moving the tower to the east ~30 feet to allow future development on the property.
8. The applicant shall pay for all fees associated with the City's processing and review of the Conditional Use Permit and Site Plan Review.

Johnson noted it is imperative that is whatever is planted need to thrive. Kaltsas said there would be some loss naturally, but the screening is ample, and they would be required to replace dying trees. Grotting asked if this screening plan was like other proposals. Kaltsas said this proposal was way more intense than anything the City has seen before and should provide an adequate buffer.

Motion by Spencer, second by Betts RESOLUTION 19-0305-02 – approving a Conditional Use Permit and Site Plan Review to allow a new 159' tall telecommunications tower on the subject property located adjacent to 6705 State Highway 12, Independence, MN (PID No. 22-118-24-44-0001): Ayes: Johnson, Grotting, Betts and Spencer. Nays: None. Absent: McCoy. MOTION DECLARED CARRIED.

8. Open/Misc.

Johnson asked if Council should prepare a letter for the Highway Coalition meeting this week regarding the death on Highway 12 this week. Kaltsas said he consulted with Kroells and the thought is a letter to

MnDOT that encourages the construction and safety of the Independence corridor as well as the rest of Highway 12. This is the only stretch of Highway 12 that has never been redone.

Motion by Spencer, second by Betts for Staff and WHPS to construct a letter addressing the Independence corridor per the Highway 12 reconstruction process for MnDOT. Ayes: Johnson, Grotting, Betts and Spencer. Nays: None. Absent: McCoy. MOTION DECLARED CARRIED.

9. Adjourn.

Motion by Grotting, second by Betts to adjourn at 7:00.

Respectfully Submitted,

Trish Gronstal/ Recording Secretary

METROPOLITAN AGRICULTURAL PRESERVES RESTRICTIVE COVENANT

THIS AGREEMENT, made and entered into this 20th day of March 20 19, by and between
Catherine M. Gabriel, Record Fee Owner(s);
_____, Contract for Deed Vendor(s) (Sellers), if any;
_____, Contract for Deed Vendee(s) (Buyers), if any;
hereinafter collectively referred to as Landowner(s); AND the City of Independence,
Hennepin County, Minnesota,

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

WITNESSETH:

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

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

Parcel identification number: 07-118-24-23-0001

Homestead or Non-homestead.
(Circle one)

Legal Description:

The South one half of the northwest quarter, Section 7, Township
118 north, Range 24 west, according to the government survey thereof.

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

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

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

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

1. The Land herein described shall be kept in agricultural use. Agricultural use as that is used herein means the production for sale of livestock, dairy animals, dairy products, poultry or poultry products, fur bearing animals, horticultural or nursery stock, fruit, vegetables, forage, grains, or bees and apiary products. Wetlands, pasture and woodlands accompanying land in agricultural use shall be deemed to be in agricultural use.

2. The Land herein described shall be used in accordance with the provisions of Minn. Stat., Chapter 473H which exist on the date of this covenant.

For Individual or Husband/Wife:

State of _____)
) SS
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

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

Signature of Notary Public
Commission Expires _____

For Public Officer:

State of _____)
) SS
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
by _____, the _____ of the _____
(Print name) (Title) (Local Authority)

Signature of Notary Public
Commission Expires _____

For Corporation:

State of _____)
) SS
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, its _____ and _____
its _____ of _____, a _____
Corporation, on behalf of the Corporation.

Signature of Notary Public
Commission Expires _____

For Corporation:

State of _____)
) SS
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, its _____ and _____
its _____ of _____, a _____
Corporation, on behalf of the Corporation.

Signature of Notary Public
Commission Expires _____

For Partnership:

State of _____)
) SS
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, partner of _____ a partnership,
on behalf of the partnership.

Signature of Notary Public
Commission Expires _____

For Partnership:

State of)
) SS
County of)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, partner of _____ a partnership,
on behalf of the partnership.

Signature of Notary Public
Commission Expires _____

For Attorney-in-Fact:

State of)
) SS
County of)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, as attorney-in-fact on behalf of _____

Signature of Notary Public
Commission Expires _____

For Trustee or Personal Representative:

State of)
) SS
County of)

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

Signature of Notary Public
Commission Expires _____

**APPLICATION FOR INITIATING
PLACEMENT OF LAND INTO A
METROPOLITAN AGRICULTURAL PRESERVE**

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

1. PRINT OR TYPE NAME(S) AND ADDRESS(ES) OF RECORD FEE OWNER(S) Owner(s) is ("X" one):
(Use this space only if applicable. Must be same names as on page 1.)

Catherine M. Gabriel ☒ Individual
3660 County Line Road ☐ Legal Guardian
Delano, MN 55328 ☐ Family Farm Corporation
☐ Other
(specify): _____

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

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

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

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

5. TOTAL ACRES: 71.40

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

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

FOR LOCAL AUTHORITY ONLY:

7. This application has been reviewed by this Authority and is determined complete this 20 day of March, 2019
The restrictive covenant and the affidavit from the Authority certifying eligibility of the land are included in this application.

Asst. City Administrator of City of Independence
(Signature and Title or Position of Local Authority)

8. DATE OF PLACEMENT OF LAND INTO PRESERVE: April 20, 2019
(Must be thirty days after the date in No. 7 above.)

ATTACHMENT B

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

I, Beth Horner, being first duly sworn upon oath deposes and says as follows:

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

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

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

Parcel identification number: 07-118-24-23-0001 Homestead or Non-homestead.
(Circle one)

Legal Description:

The south one half of the northwest quarter, Section 7, Township
118 north, Range 24 west, according to the government survey thereof.

is, as of April 20, 20 19, designated as long term agricultural land and in accordance
with a resolution adopted by the Authority on March 19, 20 19, is certified and
eligible for designation as an agricultural preserve as provided under the provisions of Minn. Stat.,
Section 473H.04.

4. This affidavit is submitted at the request of
Catherine M. Gabriel (Applicant)
for the purpose of making application for designation and creation of an agricultural preserve in
accordance with Minn. Stat., Chapter 473H.

Dated March 20, 20 19.

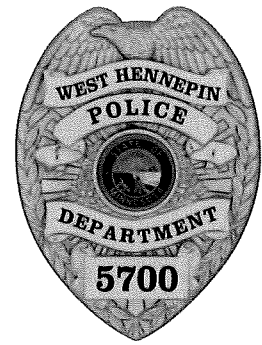
Signature: _____
Asst. City Administrator of City of Independence
(Title or Position of Local Authority)

Subscribed and sworn to before me

this 20th day of March, 20 19.

Signature of Notary Public

Commission Expires _____



Date: March 8, 2019

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

From: Director Gary Kroells

SUBJECT: FEBRUARY 2019 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.

\\WHPS#0\share\monthlyactivityreport\2018\lettertocouncilmonthlyreport.docx

West Hennepin Public Safety Department
1918 County Road 90 / Maple Plain, Minnesota 55359
Phone: (763) 479-0500 / Fax: (763) 479-0504
Web Address: <http://www.westhennepin.com> E-mail: westhennepin@westhennepin.com

Monthly Activity Report

February 2019

Offense	This Month	Same Month Last Year	This Year To Date	Last Year To Date
City Of Independence				
Criminal	3	14	11	23
Traffic	98	167	238	282
Part III	5	3	12	11
Part IV	50	31	86	68
Part V	105	104	205	218
Total City of Independence	261	319	552	602
City Of Maple Plain				
Criminal	4	2	10	6
Traffic	26	74	68	159
Part III	4	3	6	4
Part IV	11	23	34	40
Part V	74	98	157	193
Total City Of Maple Plain	119	200	275	402
Grand Total Both Cities	380	519	827	1,004
TZD	0	0	1	1
Agency Assists	22	16	52	47
Total ICR Reports	402	535	879	1,051
How Received				
Fax	10	9	17	27
In Person	29	25	53	55
Mail	2	0	2	0
Other	2	1	4	5
Phone	27	32	58	69
Radio	132	172	282	305
Visual	182	278	425	542
Email	9	0	13	6
Lobby Walk In	9	18	25	42
Total	402	535	879	1,051

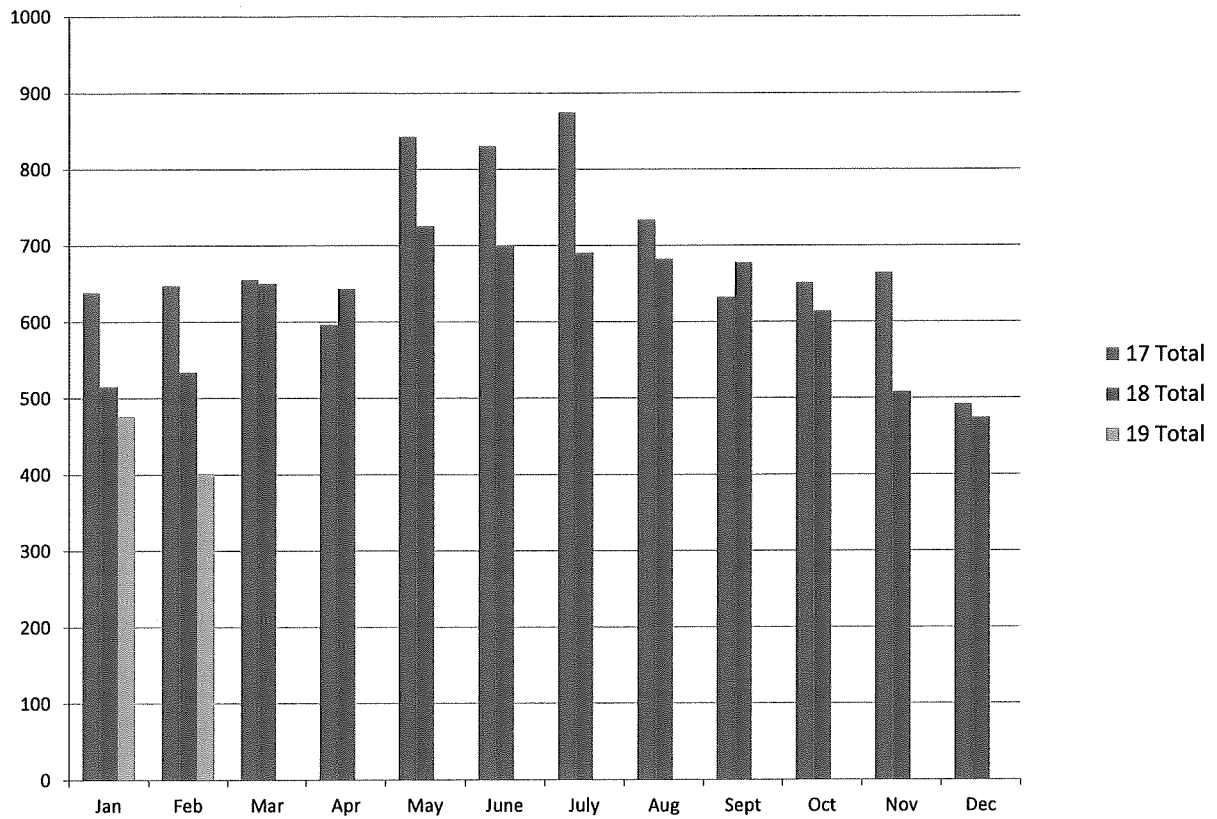
February 2019 Criminal Part I & II
City of Independence Grid #'s 3-5

AGN	ICR	Title	Create Date	Grid #	Reported Date	MOC range
WHPS	19000526	Damage to Property	2/4/2019	3	2/4/2019	P3119
WHPS	19000611	Burglary	2/11/2019	5	2/11/2019	B0764
WHPS	19000858	2nd Degree DWI/Resisting Arrest	2/28/2019	3	2/28/2019	AD307

February 2019 Criminal Part I & II
City of Maple Plain Grid # 1-2

<u>AGN</u>	<u>ICR</u>	<u>Title</u>	<u>Create Date</u>	<u>Grid #</u>	<u>Reported Date</u>	<u>MOC range</u>
WHPS	19000568	Theft of Property	2/7/2019	2	2/7/2019	TW189
WHPS	19000662	CSC Alleged Report	2/14/2019	1	2/14/2019	L1B72
WHPS	19000780	Theft from Storage Unit	2/22/2019	2	2/22/2019	TS029
WHPS	19000796	Theft by Swindle	2/23/2019	2	2/23/2019	TS991

THREE YEAR COMPARISON OF POLICE CALLS FOR SERVICE & ACTIVITY



DIRECTOR'S NEWS & NOTES

WEST HENNEPIN PUBLIC SAFETY

February 2019 Activity Report

Year to Date Activity Report

At the end of February 28, 2019 West Hennepin Public Safety (WHPS) handled year-to-date a total of 879 incident complaints. For the month of February; 552 incidents occurred in Independence and 275 incidents were in Maple Plain.

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

Recent Highlighted Cases:

Deceased

Feb 1 Game Farm Rd, Independence. Officers were dispatched for a male who was lying on the floor inside a garage. Officer arrival found the 78 yoa male was deceased. Next of kin were contacted and the cause of death is believed to be from natural causes.

Civil / Arrest

Feb 2 5100 Hwy 12, Maple Plain. Resident reported his 29 yoa step son stole his vehicle but was positive he would return to the residence. 1.5 hours later, officer observed the vehicle on Hwy 12 / Budd Ave. The step-son had picked up the occupants in St. Paul; they went to the methadone clinic and then went out to eat. Step-son was a passenger and was arrested for two outstanding warrants and was transported to Hennepin County Jail. The 33 yoa male driver from Saint Paul was issued a citation for Driving after Revocation.

Damage to Property

Feb 4 1270 CR 19, Independence. Renter reported someone cut off a lock on his rental unit at the MP Mini Storage and replaced it with another. The lock was taken for evidence. The case is under investigation.

Shots Complaint

Feb 6 1800 Gladview Lane, Maple Plain. Resident reported tracer round lights were shot over his house. The area was checked where the shots were thought to have come from. Nothing was found.

Medical

Feb 6 3675 Ihduhapi Trail, Independence. Dispatched to Vinland National Center for a male with heart in AFIB, had dizziness and almost passed out. North Memorial Ambulance arrived on scene and transported him to Fairview Southdale.

Shed Fire

Feb 8 400 CR 110, Independence. Police and MP Fire responded to a 40'X70' pole shed on fire that contained tractors, campers and vehicles. The structure and all contents were total loss. WHPS was assisted by Medina PD, North Memorial Ambulance, Maple Plain and Independence Public Works. Due to the extreme cold and no fire hydrants in the area 13 neighboring fire departments were called to assist MPFD. The cause of the fire is still under investigation by the Hennepin County Fire Investigation Team. The homeowner was treated at the hospital for possible injuries.

Hit and Run Property Damage

Feb 8 Motorist reported he was n/b on Co 92 from Hwy 12 approaching Lake Sarah Rd, Independence when a white pickup truck with a white topper pulling a 2x snowmobile trailer with two snowmobiles on it approached at a high rate of speed from behind and passed motorist truck, just before the sharp curve and met an oncoming car causing the suspect vehicle to pull in front of the motorist. As the vehicle pulled in front of the motorist, the suspects' trailer struck the front bumper of the truck causing it to bend forward damaging the bumper. Damage estimated <\$1,000.00.

Intoxication Problem

Feb 8 7:58 p.m. Officer was dispatched for an intoxicated male who was possibly trying to leave in his vehicle. Caller reported the keys were removed from the vehicle and the male was inside the restaurant at 200 CR 92, Independence. Officer found the male was intoxicated. The male was told he would not be driving and another male volunteered to drive him home.

Drunk Suspected

Feb 8 9:47 p.m. 5300 Hwy 12, Maple Plain. Caller reported his girlfriend left in a van and she was drunk. The vehicle was located and the female driver did not show any signs of impairment. The female had left because her boyfriend was drunk and getting out of hand.

Misc. Assist

Feb 8 10:19 p.m. 6200 CR 11, Independence. Caller reported unable to get to the grocery store or gas station because the driveway was not plowed and impassible with their car. They did not have any money for food and the water and heat were turned off. The homeowner was contacted and was unaware of people in the home; they were trespassing and did not have a lease. The 28 yoa female and 25 yoa male left the property.

CO Alarm

Feb 9 7100 Turner Rd, Independence. Reported a CO alarm sounded, and the caller was feeling nauseous and did not want EMS. The caller was cleaning with pine-sol when the alarm went off. MPFD tested for CO2 within the residence, no readings were noted. The alarm was reset and hadn't triggered again.

Neighbor Problems

Feb 10 3900 Independence Rd, Independence. Caller reported his neighbor had snow blown their shared driveway and tossed snow into his yard. Officer asked the neighbor to not blow snow towards caller's property to prevent further issues.

Snow Disposal

Feb 10 8:55 p.m. 6000 - 6700 Fox Ridge Circle, Independence. Public Works Director of Independence reported someone was plowing snow across the road into the ditch and it was piling up. PW was unable to remove the snow with their plowing blade. Two property owners were notified of the issue, apologized and said they would stop.

Traffic Stop

Feb 11 2:59 a.m. Officer observed a vehicle traveling in the center turn lane of Hwy 12 / Pioneer Ave., Maple Plain. Vehicle was weaving in the lane of traffic and signaled a turn when there was not a road to turn on. Contact with the 42 yoa female from Hugo who was going to Eagan to help her son who was broke down. Her son was contacted, who was not broke down and wasn't in Eagan. The son drove to the scene to pick up his mother.

Burglary Report

Feb 11 3900 County Line Rd, Independence. Reported the church held a fundraiser the night prior and collected checks and cash. The following day found the cash was missing. Approximate loss \$600.00. The case is under investigation.

Welfare Check

Feb 12 5100 Main Street, Maple Plain Reported a girlfriend kicked out an intoxicated male and he was bleeding & had a small cut on his cheek/ lower jaw area. The 66 yoa male from Maple Plain stated his girlfriend was upset because he was drinking and locked him out of the house. The male tried getting a room at the MP Motel but they were full. The male was transported to Long Lake, they had rooms.

Misc. Assist

Feb 13 10:03 p.m. Officer observed a vehicle was stuck in the snow in the Luce Line trail access parking lot at CR 110, Independence. Officer assisted in pushing the vehicle free. 30 yoa female driver from St. Paul had dropped off her children in Mound; she did not have any money and was looking for a place to spend the night to avoid sleeping in her car. Driver had friends she was going to call if she couldn't get things sorted out.

CO Alarm

Feb 14 2100 Budd Street, Maple Plain. Resident was feeling ill, his furnace was not working and he smelled a gas odor. MPFD checked the residence and found nothing on their meters. North Memorial EMS arrived and examined the resident who was released after he refused transport.

Disturbance – Disorderly Conduct

Feb 14 1500 Budd Ave. Maple Plain. Officers responded to a reported occurring domestic. The building was wide open and Officers could see a female punching a male in the chest with a closed fist and yelling loudly. 51 yoa female was cited for Disorderly Conduct. Both persons involved were separated for the night.

Warrant Arrest

Feb 14 5300 Hwy 12, Maple Plain. 51 yoa female had warrants from Ramsey County Sheriff's Office and two from Carver County Sheriff's Offices. She was arrested and transported to Hennepin County and booked into jail for her warrants.

Warrant Arrest

Feb 15 Hwy 12 / Budd Ave. Maple Plain. 49 yoa male driver had a Wright County Sheriff's Office Felony Warrant for 4th Degree CSC. He was arrested and transported to Delano and he was transferred to a Wright County Sheriff's Deputy custody.

Crash

Feb 15 Vehicle driven north on County Line Road had pulled up to the stop light at Highway 12, Independence to make a left turn. The driver reversed her vehicle to avoid a collision as a semi-truck turned in front of her to go south on County Line Road. The driver misjudged the distance between her car and the car behind her via the backup camera and backed into a vehicle. Both vehicles had damage and were driven from the scene. No injuries.

Disturbance

Feb 17 12:52 a.m. 5200 Bryant Street, Maple Plain. Officers responded to report of loud singing and upon arrival heard very loud chanting or singing coming from the apartment. Officer's knocked on the door several times, attempted contact for roughly 20 min, no one answered and the noise continued. Officer tried the door, found it to be unlocked and pushed the door open, did not enter and announced "Police". The occupant finally came to the door, said she was deaf; she could not hear the officers and confirmed she had been singing. Officer advised of the late hour and that the volume was too loud for an apartment. Occupant apologized and said she would keep the noise down.

Stall

Feb 18 Caller reported a snowmobile stuck on the RR tracks of CR 29 / Hwy 12, Independence. Enroute the officer had BNSF notified of the stuck snowmobile. Officer arrival did not locate the snowmobile and confirmed with the caller the location was correct. The snowmobile was gone and BNSF was notified the tracks were clear.

Crash

Feb 20 11:33 a.m. Driver was s/b on Townline Road/ Eagle Ridge Rd, Independence, lost control of her vehicle and entered the ditch. Driver was wearing her seatbelt, hit her head on something in the vehicle and was transported by ambulance to the hospital.

Unconscious / Suicide

Feb 20 1:54 p.m. 5300 Hwy 12, Maple Plain. Reported a 26 yoa male from Delano was unconscious and had attempted suicide. MP Fire Dept. assisted Officers with lifesaving efforts that were unsuccessful. The case is under investigation

Hitchhiker Complaint

Feb 21 11:24 a.m. Caller reported a male hitchhiker east on Hwy 12, Independence was holding up a sign trying to catch a ride. The area was checked and the hitch hiker was UTL.

Burn Complaint

Feb 22 1300 CR 19, Independence. Officer responding to a burning violation complaint observed heavy smoke coming from the chimney of an outside burning unit. Staff reported they were burning wood in the burner, much of it was wet and the fire was slow to burn. They were advised of the complaint and a later check of the area found light smoke from the chimney.

Theft

Feb 22 1200 Budd Ave., Maple Plain. Tenant reported his rental unit had the lock cut off and numerous items were stolen; generators, DeWalt, Milwaukee, Solar Edge, Makita, and Hobart tools, saws, drills and battery chargers. Several items had the owner markings of 'PFG' written on them. The stolen items were entered into NCIC – National Crime Information Center. Approximate loss of over \$16,000.00. The case is under investigation.

Community Relations

Feb 22 Rainbow Park Warming House, Maple Plain. Officers attended the celebration of the refreshed warming house that several juveniles in the neighborhood had constructed new shelving and had painted the inside as a community project. They were thanked for their community service.

Car / Stall

Feb 22

2900 Copeland Rd, Independence. Officer on patrol noted an occupied vehicle on the road. Contact with the driver who had been in her vehicle waiting for a tow truck for over an hour. Driver was placed in the squad car to warm up and found AAA hadn't dispatched a truck. Officer assisted with her vehicle and determined it was possible she was out of gas and transported the driver to the Delano Holiday to purchase gas. Gas was put in the vehicle, it started and the Officer followed her to the gas station to ensure she made it and to fuel up.

Welfare Check

Feb 23

7:06 a.m. 6800 Rachel Ridge Ct, Independence. Resident requested a check on his children, he was out of town and they were not answering the phone. Officer observed what appeared to have been a house party from an overnight as there were several vehicles parked in the driveway and in the no-parking zone on the roadway. Officer contact with the daughter who was told to call her father and the officer advised the father of his findings. Several vehicles that were parked on the roadway were cited for winter seasonal parking violation. Four of the cited juveniles performed community service by cleaning, digging out 25 snow impacted fire hydrants in the city of Maple Plain. One paid the administrative fine of \$50.00.

Theft by Swindle

Feb 23

1400 Halgren Rd, Maple Plain. Resident reported someone claiming to be from Microsoft stated they detected suspicious activity on her computer. Resident allowed the person remote access to her computer and was instructed to purchase Google Play gift cards. Victim was scammed for \$16,000.00. The case is under investigation.

Damage to Property

Feb 24

Independence Public Works reported using the road grader to remove snow, due to slippery road conditions attempted to back up with the blade retracted and slid into a power pole. Officer found some overhead lines, broken free of the energized line, wrapped into the graders front wheels. The power pole was broken off but still supporting the overhead wire and wires were knocked down and off the roadway. Xcel Energy was notified and a crew responded to repair the lines. No damage indicated for the grader. No injuries

Road Closure

Feb 24

Due to the high winds and within a few hours after plowing the roads, snow drifts made Nelson Rd / Kutz Crossing, Independence impassable and the roads were closed. Officers stopped at the three houses that were within the closed off area to advise them of the road closure and they were advised to call if they needed anything. North Memorial Ambulance, Delano FD were made aware of the road closure and also posted on WHPS Facebook Page.

Intoxication

Feb 24

5300 Clayton Dr. Maple Plain. Reported an intoxicated female was causing a disturbance and the resident wanted her to leave. The female's son agreed to let her come to his house and stay with him for the night.

Suspicious Act – Unfounded

Feb 25

2:49 a.m. 5200 Bryantwood Dr., Maple Plain Caller reported hearing glass break multiple times and then the sound of something being drug across the parking lot. Officers checked all vehicles in the lot, all glass was intact. While listening in the area a similar sound was noted and found icicles 8-10 feet long hanging off the building and determined that it was icicles falling. The inside of the building was also checked to determine if there were any disturbances inside and nothing was found

Neighbor Problem

Feb 27

5400 Joyce Street, Maple Plain. Reported snow was pushed into the roadway and across the street to the mouth of a neighbor's driveway. The homeowner admitted to pushing snow into the street and onto the curbside.

Damage to Property

Feb 27

4200 Woodhill Dr., Independence. A boat trailer buried in the snow, unmarked in the road right of way was struck by the snow plow. The snow plow driver was unaware the boat trailer was there and could not see it. No damage to the plow and unknown how much damage to the boat trailer.

Parking Violation

Feb 27

5300 Sunset Lane, Independence. A construction company placed a semi-trailer near the end of the cul-de-sac and it was blocking snow plows ability to plow. Contact with an employee who understood and would advise his boss to move the trailer.

2nd Degree DWI/ Resisting Arrest

Feb 28 12:28 a.m. Vehicle stopped at Kuntz Dr / CR 6, Independence for speed 50/30 mph. Contact with the driver an odor of an alcoholic beverage was smelled. Results of field sobriety testing, Savonna F L Richardson-Gresham, age 25 from St. Bonifacius was arrested for DWI. At the PD, Richardson-Gresham needed oxygen therapy and was transported to HCMC by ambulance. A warrant was obtained for urine or blood sample, Richardson-Gresham refused both, said she would fight and proceeded to resist, kicked and tried to bite a HCMC guard. Richardson-Gresham was transported to HC Jail arrested for 2nd Degree DWI Refusal, Obstructing Legal Process, 5th Degree Assault and Driving after Revocation.

Snow Complaint

Feb 28 5100 Main Street, Maple Plain. Complaint of snow from a parking lot was piled onto the sidewalk prohibiting people to get to the post office. City of Maple Plain handled the snowplowing issue.

Calls for Vehicles in Ditch

Feb 1 – 28 Due to the snow storms and slippery roads, Officers responded to 36 calls of vehicles in the ditch.
1- Personal Injury, 31 Property Damage, 2 Hit and Run, 2 Property Damage w/Deer.

136 contacts of citations, verbal and written warnings were issued for traffic and equipment violations



WEST HENNEPIN PUBLIC SAFETY DEPARTMENT

1918 County Road 90

Maple Plain, MN 55359

Phone (763) 479-0500, Fax (763) 479-0504

www.westhennepin.com

DATE: February 20, 2019

TO: City Administrator Kaltsas and City Administrator Schoen

FROM: West Hennepin Police Chief Gary Kroells 

SUBJECT: Joint Powers Agreement for the Lake Minnetonka SWAT Team

On July 26, 2018, Tracy Stille from League of Minnesota Cities (LMC) visited WHPS to conduct a loss control and police operations liability survey. During our conversation he expressed concerns regarding the Lake Minnetonka SWAT team. LMC has no record of the Lake Minnetonka SWAT team and insurability. They inquired if the SWAT team is a mutual-aid agreement or a joint powers agreement. LMC was advised Lake Minnetonka SWAT team operates on a mutual-aid agreement but it has not been documented in a written agreement between all cities who are members of the Lake Minnetonka SWAT Team.

In October 2018, I addressed this issue with the chief law enforcement officers from Minnetrista, Orono, Wayzata, and South Lake Minnetonka.

On January 3, 2019, the Lake Minnetonka Chiefs agreed a joint powers agreement model would provide the best course of action for our Lake Minnetonka SWAT team. Each chief law enforcement officer agreed to present the joint powers agreement to their respective cities and make recommendations to join the JPA.

On February 5, 2019, West Hennepin Public Safety Department held a police commission meeting. In that meeting I expressed a need for our department to enter into a Joint Power Agreement with the City of Minnetrista, Orono, Wayzata and South Lake Minnetonka Police Departments. Attached is the current joint powers agreement.

It is my recommendation, along with the members of the West Hennepin Public Safety Police Commission, that West Hennepin Public Safety Department enter into the current joint powers agreement.



**CITY OF INDEPENDENCE
RESOLUTION NO. 19-0319-01**

**A RESOLUTION AUTHORIZING WEST HENNEPIN PUBLIC SAFETY TO ENTER
INTO A JOINT POWERS AGREEMENT GOVERNING THE LAKE MINNETONKA
SWAT TEAM**

WHEREAS, the purpose of the joint powers agreement (“Agreement”) is to establish an organization, the LMST, to jointly and cooperatively coordinate efforts to develop and provide a response to critical incidents or high-risk situations where there is a risk of criminal violence occurring within the jurisdictions of the Members of the LMST.

WHEREAS, the Members are entering into the Agreement to establish, equip and operate an organization to coordinate their efforts to develop and provide a joint response to critical incidents or high-risk situations in their jurisdictions where there is a risk of criminal violence, through the use of negotiations and specialized tactics; and,

WHEREAS, the Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes Section 471.59; and,

WHEREAS, the Agreement is attached hereto as **EXHIBIT A**; and

WHEREAS, the Council has reviewed the Agreement and found it to be consistent with the previously authorized involvement on the Lake Minnetonka SWAT Team;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MINNESOTA, that it should and hereby does approve West Hennepin Public Safety to enter into the Agreement.

This resolution was adopted by the city council of the City of Independence on this 19th day of March 2019 by a vote of ____ ayes and ____ nays.

Marvin Johnson, Mayor

ATTEST:

Mark Kaltsas, City Administrator

Exhibit A

JOINT POWERS AGREEMENT
LAKE MINNETONKA SWAT TEAM

This Joint Powers Agreement (“Agreement”), dated this first day of January , 2019, is entered into by and between the West Hennepin Public Safety Department, a Minnesota Joint Powers Police Department providing police services to the City of Maple Plain and the City of Independence, the Orono Police Department providing police services to the City of Orono, City of Mound, City of Navarre, City of Spring Park, and City of Minnetonka Beach, the Wayzata Police Department providing police services to the City of Wayzata and the City of Long Lake, The Minnetrista Police department providing police services to the City of Minnetrista and the City of St. Bonifacius, and South Lake Public Safety Department, a Minnesota Joint Powers Police Department providing police services to the City of Excelsior, City of Greenwood, City of Shorewood and the City of Tonka Bay. The parties listed above shall hereinafter be referred to collectively as the “Members” of the Lake Minnetonka SWAT Team (“LMST”).

WHEREAS, the Members are entering into this Agreement to establish, equip and operate an organization to coordinate their efforts to develop and provide a joint response to critical incidents or high-risk situations in their jurisdictions where there is a risk of criminal violence, through the use of negotiations and specialized tactics; and,

WHEREAS, this Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes Section 471,59; and,

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

**SECTION I
GENERAL PURPOSE**

1.1 The purpose of this Agreement is to establish an organization, the LMST, to jointly and cooperatively coordinate efforts to develop and provide a response to critical incidents or high risk situations where there is a risk of criminal violence occurring within the jurisdictions of the Members of the LMST.

**SECTION II
ORGANIZATION**

2.1 Governing Board. The “Governing Board” (or “Board”) of the LMST shall consist of the following: The Chief Law Enforcement Officer for each public safety entity listed above, all of whom shall have voting rights, and the Team Commander and Assistant Team Commander, neither of whom have voting rights.

A. All appointees to the Governing Board shall be full-time peace officers employed by the appointing Member.

- B. Resolutions or other documentation of the appointments shall be filed with each Member's records department.
- C. Appointees to the Governing Board shall not be deemed to be employees of the LMST and shall not be compensated by the LMST for their services.

2.2 Duties of the Governing Board.

- A. The Governing Board shall develop and adopt policies and procedures for the LMST.
- B. The Governing Board shall coordinate information between the Members and the LMST.
- C. The Governing Board shall appoint and supervise a Team Commander of the LMST. The Team Commander shall be employees of the Members and shall remain employees of the employing Members. Appointments of the Team Commander shall require the concurrence of the employing Member's Chief Law Enforcement Officer. The appointment of an individual as Team Commander pursuant to this Agreement shall not obligate the appointing Member to pay to its employee so appointed either supervisory or other premium pay.

2.3 Powers of the Governing Board:

- A. The Governing Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment to its duties and enforce such contracts to the extent available in equity or at law, except that the Governing Board shall not enter into any contract the term of which exceeds one (1) year. No payment of any invoice shall be authorized unless approved by at least three of the five voting members of the Governing Board. The Team Commander shall report any invoice payments made to the Governing Board at its next meeting.
- B. The Governing Board may contract with any Member to provide budgeting and accounting services necessary or convenient for the Governing Board. Such services may include, but are not limited to: management of funds, payment for contracted services and other purchases, and necessary book-keeping and record keeping.
- C. The Governing Board shall disburse funds in a manner which is consistent with this Agreement and, if applicable, with the method provided by law for the disbursement of funds by the Member under contract to provide budgeting and accounting services.

- D. The Governing Board may apply for and accept gifts, grants or loans of money or other property (excluding real property) or assistance from the United States government, the State of Minnesota, or any person, association, or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money or other property and assistance in accordance with the terms of the gift, grant or loan relating thereto.
- E. The Governing Board must obtain and maintain liability insurance in amounts not less than the statutory liability limits established under Minnesota Statutes Chapter 466 and may obtain other insurance it deems necessary to insure the LMST, the Governing Board, its members and employees of the Members for actions arising out of this Agreement. Employees of Members who respond to a request for assistance will be deemed to be taking actions pursuant to this Agreement from the time they commence traveling to the location where assistance is required until the time the Team Commander makes the decision to recall the team.
- F. All powers granted herein shall be exercised by the Governing Board in a fiscally responsible manner and in accordance with the requirements of law.
- G. The Governing Board may cooperate with other federal, state and local law enforcement agencies to accomplish the purpose for which it is organized.

2.4 Terms. Appointees to the Governing Board shall serve at the pleasure of the appointing Member and may be removed only by the appointing Member.

2.5 Meetings. The Governing Board shall have regular quarterly meetings. Special meetings may be held by giving reasonable notice to all Members. The presence of a simple majority of the Governing Board members shall constitute a quorum.

2.6 Voting. Each Board shall have one (1) vote at any meeting of the Governing Board. Except for alternates assigned by a chief law enforcement officer pursuant to Section 2.5, proxy votes are not permitted. The Governing Board shall function by a majority vote of Board Members or alternate Members present, provided that a quorum is present.

2.7 Organizational Structure.

- A. The Governing Board shall supervise the operations of the LMST.
- B. The Team Commander, appointed by the Governing Board, shall direct and supervise the operations of the LMST. The Team Commander shall be assisted by a Team Leaders, also appointed by the Governing Board.

2.8 Additional Members. Other entities may join the LMST and become a member upon approval by the Governing Board and execution of an amendment to this Agreement.

SECTION III BUDGET AND FINANCE

3.01 By April 30th of each year the Governing Board shall prepare and adopt a budget for the following calendar year and may amend the same from time to time. Each Member shall have a line item in its own budget dedicated to the LMST.

3.02 The Members intend to fund the LMST through annual contributions paid by each Member. The Governing Board shall establish the contribution amount by May 31st of the year prior to the year when the contribution is payable, in order to make certain that each Member city council and the County Board include the contribution amount in their adopted budgets.

3.03 All LMST funds shall be accounted for according to generally accepted accounting principles. A report on all receipts and disbursements shall be forwarded by the Team Commander to the Members quarterly and on an annual basis.

SECTION IV EQUIPMENT AND PROPERTY

4.01 Equipment provided by a Member pursuant to the Agreement shall remain under the direction and control of that Member and under the tactical control of the licensed peace officer in command of the scene of the jurisdiction to which assistance is being provided. All individually owned property brought into the LMST, or to the scene of an incident where the LMST is deployed, shall remain the property of that Member. Any property purchased or obtained through the 1033 Grant Program shall remain the property of the LMST. In the event the LMST is disbanded, the remaining property owned by the LMST shall be distributed equally, or sold with the proceeds distributed equally, or property obtained by the 1033 program will be returned to the current members of this Agreement.

4.02 Each Member shall be responsible for damage to or loss of its own equipment occurring during deployment of the LMST. Each Member waives the right to sue the LMST and any other Member for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Member or its officers, employees or agents.

4.03 A standard individual uniform and equipment list shall be established by the Governing Board. LMST personnel shall be uniformed and equipped by their Member agency. The costs for individual uniform and equipment items shall be incurred by the Member's agency and not the LMST. Individual uniform and equipment costs shall not be part of the LMST budget.

SECTION V EMPLOYEES

5.01 Workers Compensation. Each Member shall be responsible for injuries to or death of its own employees in conjunction with services provided pursuant to the Agreement. Each Member shall maintain workers' compensation coverage or self-insurance coverage, covering its own personnel while they are providing assistance as a member of the LMST. Each Member to this Agreement waives the right to sue any other Member for any workers' compensation benefits paid to its own employee or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Member or its officers, employees or agents.

5.02 Any employee of a Member responding to a critical incident or high-risk situation where the LMST is involved shall not be considered to be an employee of the LMST. The employee shall remain an employee of the Member that has assigned him or her to the LMST and shall be paid by that Member, not the LMST. Governing Board members also shall not be considered to be employees of the LMST. Governing Board members shall be paid by the appointing Member, not the LMST.

5.03 Employees of Members responding to a critical incident or high-risk situation where the LMST is involved will work cooperatively with other Members' employees. Assigned officers acting under this Agreement in the jurisdiction of another Member are acting in the line of duty and in the course of employment and are authorized to exercise the powers of a peace officer therein.

5.04 The Member dispatching the employee shall furnish the employee with a weapon and a vehicle and pay any lease/loan payments, insurance, maintenance and operating costs for the vehicle.

SECTION VI INDEMNIFICATION

6.01 The LMST shall defend and indemnify Members for any claims arising out of actions taken by the Governing Board, its Board members, team commanders or assistant team commanders pursuant to this Agreement. The LMST shall defend and indemnify the employees of any Member acting pursuant to this Agreement except for any act or omission for which the employee is guilty of malfeasance, willful neglect of duty, or bad faith. This Agreement to defend and indemnify does not constitute a waiver by the LMST or any Member of the limitations on liability provided by Minnesota Statutes Chapter 466. In no event shall the statutory limits provided for in Minnesota Statutes Chapter 466 be aggregated to make each Party liable beyond the statutory limits.

SECTION VII DURATION, DISSOLUTION OF THE AGREEMENT

7.01 Dissolution. This Agreement shall remain in full force and effect unless a majority of the Members' governing bodies vote in favor of dissolution, if dissolution is necessitated by operation of law as a result of a decision by a court of competent jurisdiction, or when a majority of remaining Members agree to terminate the Agreement upon a date certain.

7.02 Withdrawal. Any Member to this Agreement may terminate its participation in this Agreement upon thirty days written notice to the Governing Board. No refund will be made by the LMST of the annual contribution paid by the withdrawing Member. Withdrawal by any Member shall not terminate this Agreement with respect to any Members who have not withdrawn. Withdrawal shall not discharge any liability incurred by any Member prior to withdrawal. Such liability shall continue until discharged by law or agreement.

7.03 Effect of Termination. Termination shall not discharge any liability incurred by the LMST or by the Members during the term of this Agreement. Upon termination of this Agreement and after payment of all outstanding obligations, property, equipment or surplus money held by the LMST shall be disbursed as follows:

- A. Any individually-owned property and equipment brought into the LMST by
By a Member remains the property of that Member; and
- B. Any remaining property, equipment and any surplus money owned by the
LMST shall be distributed equally to the current Members.

SECTION VIII AMENDMENT

8.01 Modification. This Agreement sets forth all understandings of the Members. All prior agreements, understandings, representations whether consistent or inconsistent, verbal or written, concerning this Agreement, are merged into and superseded by this written Agreement. No modification or amendment to the Agreement shall be binding on any Member unless each Member agrees in writing to the proposed change or amendment.

8.02 Submittal. Any member wishing to submit an amendment to this Agreement shall do so by submitting a written proposal to the Governing Board at a regularly scheduled or special meeting. The Governing Board shall forward the proposed amendment, with a recommendation, to each Member, within ninety days of receipt of the proposed amendment.

8.03 Response to Proposed Amendment. Each Member agency shall respond to a proposed amendment within sixty days of receipt from the Governing Board. If no response is received from any Member, the amendment is deemed to be rejected.

IN WITNESS WHEREOF, the parties have caused this Joint Powers Agreement to be duly executed, the day and year first above written, intending to be bound thereby.

WEST HENNEPIN PUBLIC SAFETY DEPARTMENT

By: _____
Marvin John, Chair
West Hennepin Police Commission

Gary Kroells
Director of Public Safety

Date: _____, 2019

Date: _____, 2019

CITY OF ORONO

By: _____
Dennis Walsh
Mayor, City of Orono

Correy Farniok
Orono Police Chief

Date: _____, 2019

Date: _____, 2019

CITY OF WAYZATA

By: _____
Ken Willcox
Mayor, City of Wayzata

Mike Risvold
Wayzata Police Chief

Date: _____, 2019

Date: _____, 2019

CITY OF MINNETRISTA

By: _____
Lisa Whalen
Mayor, City of Minnetrista

Paul Falls
Minnetrista Police Chief

Date: _____, 2019

Date: _____, 2019

SOUTH LAKE MINNETONKA POLICE DEPARTMENT

By: _____
Mayor Gerry De La Vega, Committee Chair
South Lake PSD Coordinating Committee

Mike Meehan
South Lake Police Chief

Date: _____, 2019

Date: _____, 2019



Mike Meehan
Chief of Police, South Lake Minnetonka Police

Gary Kroells
Director of Public Safety, West Hennepin Public Safety

Correy Farniok
Chief of Police, Orono Police

Paul Falls
Chief of Police, Minnetrista Police

Mike Risvold
Chief of Police, Wayzata Police

**Date 02/15/2019

Policy 408 Lake Minnetonka SWAT Team Policy Manual

Lake Minnetonka SWAT Team

408.1 PURPOSE AND SCOPE

The Lake Minnetonka SWAT Team (SWAT) is comprised of several member departments in the Lake Minnetonka Emergency Management group. The unit has been established to provide specialized support in handling critical field operations where intense negotiations and/or special tactical deployment methods beyond the capacity of field officers appear to be necessary.

408.1.1 OPERATIONAL AND ADMINISTRATIVE POLICY

The Policy Manual sections pertaining to the Lake Minnetonka SWAT Team (SWAT) are divided into Administrative and Operational Policy and Procedures. Since situations that necessitate the need for such a law enforcement response vary greatly from incident to incident and such events often demand on-the-scene evaluation, the Operational Policy outlined in this manual section serves as a guideline to department personnel, allowing for appropriate on-scene decision-making as required. The Administrative Procedures, however, are more restrictive and few exceptions should be taken.

408.1.2 SWAT TEAM DEFINED

SWAT team - A designated unit of law enforcement officers, including a multi-jurisdictional team that is specifically trained and equipped to work as a coordinated team to resolve critical incidents that are so hazardous, complex or unusual that they may exceed the capabilities of first responders or investigative units. This includes, but is not limited to, hostage taking, barricaded suspects, snipers, terrorist acts and other high-risk incidents. As a matter of department policy, such a unit may also be used to serve high-risk warrants, mental health crisis, both search and arrest, where public and officer safety issues warrant the use of such a unit.

408.2 POLICY

It is the policy of this department to participate in Lake Minnetonka Area Regional SWAT team and to provide the equipment, manpower and training necessary to maintain a SWAT team. The SWAT team should develop sufficient resources to perform three basic operational functions:

- (a) Command and control
- (b) Containment

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(c) Entry/apprehension/rescue

It is understood it is difficult to categorize specific capabilities for critical incidents. Training needs may vary based on the experience level of the team personnel, team administrators and potential incident commanders. Nothing in this policy shall prohibit individual teams from responding to a situation that exceeds their training levels due to the exigency of the circumstances. The preservation of innocent human life is paramount.

408.2.1 POLICY CONSIDERATIONS

A needs assessment should be conducted to determine the type and extent of SWAT missions and operations appropriate to this department. The assessment should consider the team's capabilities and limitations and should be reviewed annually by the SWAT commander or designee.

408.2.2 ORGANIZATIONAL PROCEDURES

The Lake Minnetonka SWAT Team shall develop a separate written set of organizational procedures that should address, at minimum, the following:

- (a) Locally identified specific missions the team is capable of performing.
- (b) Team organization and function.
- (c) Personnel selection and retention criteria.
- (d) Training and required competencies.
- (e) Procedures for activation and deployment.
- (f) Command and control issues, including a clearly defined command structure.
- (g) Multi-agency response.
- (h) Out-of-jurisdiction response.
- (i) Specialized functions and supporting resources.

408.2.3 OPERATIONAL PROCEDURES

The Lake Minnetonka SWAT Team shall develop a separate written set of operational procedures, in accordance with its level of capability, using sound risk reduction practices.

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The operational procedures should be patterned after the National Tactical Officers Association suggested SWAT Best Practices. Because such procedures are specific to SWAT team members and will outline tactical and officer safety issues, they are classified as confidential security data and are not included within this policy. The operational procedures should include, at minimum, the following:

(a) Designated personnel responsible for developing an operational or tactical plan prior to, and/or during SWAT operations (time permitting).

1. All SWAT team members should have an understanding of operational planning.
2. SWAT team training should consider planning for both spontaneous and planned events.
3. SWAT teams should incorporate medical emergency contingency planning as part of the SWAT operational plan.

(b) Plans for mission briefings should be conducted prior to an operation, unless circumstances require immediate deployment.

1. When reasonably possible, briefings should include the specialized units and supporting resources.

(c) Protocols for a sustained operation should be developed. These may include relief, rotation of personnel and augmentation of resources.

(d) A generic checklist to be worked through prior to initiating a tactical action, as a means of conducting a threat assessment to determine the appropriate response and resources necessary, including the use of SWAT.

(e) The appropriate role for a trained negotiator.

(f) A standard method of determining whether a warrant should be regarded as high risk.

(g) A method for deciding how best to serve a high-risk warrant with all reasonably foreseeable alternatives being reviewed in accordance with risk/benefit criteria prior to selecting the method of response.

(h) Post-incident scene management including:

1. Documentation of the incident.
2. Transition to investigations and/or other units.

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3. Debriefing after every deployment of the SWAT team.

(a) After-action team debriefing provides evaluation and analysis of critical incidents and affords the opportunity for individual and team assessments, helps to identify training needs and reinforces sound risk management practices.

(b) Such debriefing should not be conducted until involved officers have had the opportunity to individually complete necessary reports or provide formal statements.

(c) To maintain candor and a meaningful exchange, debriefing will generally not be recorded.

(d) When appropriate, debriefing should include specialized units and resources.

(l) Sound risk management analysis.

(j) Standardization of equipment.

408.3 TRAINING NEEDS ASSESSMENT

The SWAT commander shall conduct an annual SWAT training needs assessment to ensure that training is conducted within team capabilities and department policy.

408.3.1 INITIAL TRAINING

SWAT team operators and SWAT supervisors/team leaders should not be deployed until successful completion of an approved Basic SWAT Course or its equivalent.

(a) To avoid unnecessary or redundant training, previous training completed by members may be considered equivalent when the hours and content or topics meet or exceed requirements determined by the Department.

408.3.2 UPDATED TRAINING

Appropriate team training for the specialized SWAT functions and other supporting resources should be completed prior to full deployment of the team. SWAT/ERU team leads and SWAT supervisors/team leaders should complete update or refresher training every 24 months.

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408.3.3 SUPERVISION AND MANAGEMENT TRAINING

Command and executive personnel are encouraged to attend training for managing the SWAT/ERU function at the organizational level. This is to ensure personnel who provide active oversight at the scene of SWAT operations understand the purpose and capabilities of the teams. Command personnel who may assume incident command responsibilities should attend a SWAT/ERU or Critical Incident Commander course or its equivalent. SWAT/ERU command personnel should attend a department-approved SWAT commander or tactical commander course or its equivalent.

408.3.4 SWAT ONGOING TRAINING

Training shall be coordinated by the SWAT commander. The SWAT commander may conduct monthly training exercises that include a review and critique of personnel and their performance in the exercise in addition to specialized training. Training shall consist of the following:

- (a) Each SWAT member shall perform a physical fitness test twice each year. A minimum qualifying score must be attained by each team member.
- (b) Any SWAT team member failing to attain the minimum physical fitness qualification score will be notified of the requirement to retest. Within 30 days of the previous physical fitness test date, the member required to qualify shall report to a team supervisor and complete the entire physical fitness test. Failure to qualify after a second attempt may result in dismissal from the team.
- (c) Those members who are on vacation, ill or are on limited duty status with a medical provider's note of approval on the test date shall be responsible for reporting to a team supervisor and taking the test within 30 days of their return to regular duty. Any member who fails to arrange for and perform the physical fitness test within the 30- day period, shall be considered as having failed to attain a qualifying score for that test period.
- (d) Yearly each SWAT team member shall perform the mandatory SWAT handgun qualification course. The qualification course shall consist of the SWAT Basic Drill for the handgun. Failure to qualify will require the officer to seek remedial training from a Fire Arms Instructor approved by the SWAT commander. Team members who fail to qualify will not be used in SWAT operations until qualified. Team members who fail to qualify must retest within 30 days. Failure to qualify within 30 days with or without remedial training may result in dismissal from the team.

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(e) Yearly each SWAT team member shall perform a mandatory SWAT qualification course for any specialty weapon issued to or used by the officer during SWAT operations. Failure to qualify will require the officer to seek remedial training

From a Fire Arms Instructor approved by the SWAT commander. Team members who fail to qualify on their specialty weapon may not utilize the specialty weapon on SWAT operations until qualified. Team members who fail to qualify must retest within 30 days. Failure to qualify with specialty weapons within 30 days may result in the team member being removed from the team or permanently disqualified from use of that particular specialty weapon.

408.3.5 TRAINING SAFETY

Use of a designated safety officer should be considered for all tactical training.

408.3.6 SCENARIO-BASED TRAINING

SWAT/ERU teams should participate in scenario-based training that simulates the tactical operational environment. Such training is an established method of improving performance during an actual deployment.

408.3.7 TRAINING DOCUMENTATION

Individual and team training shall be documented and records maintained by the SWAT Commander. Such documentation shall be maintained in each agency member's individual training file. A separate agency SWAT training file shall be maintained with documentation and records of all team training.

408.4 UNIFORMS, EQUIPMENT AND FIREARMS

408.4.1 UNIFORMS

Lake Minnetonka SWAT Team members should wear uniforms that clearly identify team members as law enforcement officers. It is recognized that certain tactical conditions may require covert movement. Attire may be selected appropriate to the specific mission.

408.4.2 EQUIPMENT

Lake Minnetonka SWAT Team members from this department should be adequately equipped to meet the specific mission(s) identified by the Lake Minnetonka Regional SWAT team.

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408.4.3 FIREARMS

Weapons and equipment used by SWAT Team, the specialized units and the supporting resources should be Department-issued or approved, including any modifications, additions or attachments.

408.4.4 OPERATIONAL READINESS INSPECTION

The commander of the SWAT shall appoint a SWAT team lead to perform an operational readiness inspection of all unit equipment at least yearly. The results of the inspection will be forwarded to the SWAT commander. The inspections will include personal equipment issued to members of the unit as well as special use equipment maintained for periodic or occasional use in the SWAT vehicles.

408.5 MANAGEMENT/SUPERVISION OF EMERGENCY RESPONSE UNIT

The commander of the SWAT Team shall be selected by the executive board of the Lake Minnetonka SWAT Team.

408.5.1 TEAM SUPERVISORS

The Crisis Negotiation Team and each SWAT team will be supervised by a sergeant. The team leads shall be selected by the Executive Board of the Regional group and the SWAT Commander.

The following represent the supervisor responsibilities for the Lake Minnetonka SWAT Team.

(a) The Crisis Negotiation Team supervisor's primary responsibility is to supervise the operations of the team, to include deployment, training, first-line participation and other duties as directed by the SWAT Commander.

(b) The SWAT team lead's primary responsibility is to supervise the operations of the team, which will include deployment, training, first-line participation and other duties as directed by the SWAT Commander.

408.6 CRISIS NEGOTIATION TEAM ADMINISTRATIVE PROCEDURES

The Crisis Negotiation Team has been established to provide skilled verbal communicators who may be utilized to attempt to de-escalate and effect surrender in critical situations where suspects have taken hostages, barricaded themselves or have suicidal tendencies. The SWAT/ERU Team will request appropriate Crisis Negotiation Team.

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408.7 SWAT TEAM ADMINISTRATIVE PROCEDURES

The Lake Minnetonka SWAT Team was established to provide a skilled and trained team that may be deployed during events requiring specialized tactics, in situations where suspects have taken hostages and/or barricaded themselves, as well as prolonged or predictable situations in which persons who are armed or suspected of being armed pose a danger to themselves or others. The following procedures serve as directives for the administrative operation of the SWAT team.

408.7.1 SELECTION OF PERSONNEL

Interested licensed personnel who are off probation and with three years of law enforcement experience, shall submit a letter of interest to their departments command staff to interview as a potential member of the SWAT Team. A copy of which will be forwarded to the SWAT Commander and other SWAT supervisors. Those qualifying applicants will then be invited to participate in the testing process. The order of the tests will be given at the discretion of the SWAT Commander. The testing process will consist of an oral board, physical agility test, and a SWAT basic handgun and team evaluation.

(a) Oral board: The oral board will consist of personnel selected by the SWAT Commander. Applicants will be evaluated by the following criteria:

1. Recognized competence and ability as evidenced by performance.
2. Demonstrated good judgment and understanding of the critical role of a SWAT member.
3. Special skills, training or appropriate education as it pertains to this assignment.
4. Commitment to the unit, realizing that the additional assignment may necessitate unusual working hours, conditions and training obligations.

(b) Physical agility: The physical agility test is designed to determine the physical capabilities of the applicant as it relates to performance of SWAT-related duties. The test and scoring procedure will be established by the SWAT Fitness Committee commander. A minimum qualifying score shall be attained by the applicant to be considered for the position.

(c) SWAT basic handgun: Candidates will be invited to shoot the SWAT Basic Drill for the handgun. A minimum qualifying score of 90% shall be obtained at the annual qualification SWAT Team shoot. 400 out of a possible score of 500 must be attained to qualify.

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(d) Team evaluation: Current team members will evaluate each candidate on field tactical skills, teamwork, ability to work under stress, communication skills, judgment and any special skills that could benefit the team.

(e) A list of successful applicants shall be submitted to staff by the SWAT Commander for final selection.

408.7.2 TEAM EVALUATION

Continual evaluation of a team member's performance and efficiency as it relates to the positive operation of the unit shall be conducted by the SWAT Commander. The performance and efficiency level, as established by the team supervisor, will be met and maintained by all SWAT team members. Any member of the SWAT team who performs or functions at a level less than satisfactory shall be subject to dismissal from the team.

408.8 OPERATIONAL GUIDELINES FOR EMERGENCY RESPONSE UNIT

The following procedures serve as guidelines for the operational deployment of the Emergency Response Unit. Generally, the SWAT team will be started without an initial request of Crisis Negotiation Team unless it is immediately recognized by command staff at the scene. Will be activated together. It is recognized, however, that a tactical team may be used in a situation not requiring the physical presence of the Crisis Negotiation Team, such as warrant service operations. This shall be at the discretion of the SWAT Commander.

408.8.1 ON-SCENE DETERMINATION

The supervisor in charge at the scene of a particular event will assess whether the Lake Minnetonka SWAT Team should respond. Upon final determination he/she will notify the SWAT Commander. The jurisdiction of the event the CLEO shall be notified.

408.8.2 APPROPRIATE SITUATIONS FOR USE OF EMERGENCY RESPONSE UNIT

The following are examples of incidents that may result in the activation of the Lake Minnetonka SWAT Team:

- (a) Barricaded suspects who refuse an order to surrender.
- (b) Incidents where hostages have been taken.
- (c) Cases of mental health crises.
- (d) Arrests of dangerous persons.

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(e) Any situation where a SWAT response could enhance the ability to preserve life, maintain social order and ensure the protection of property.

408.8.3 OUTSIDE AGENCY REQUESTS

Requests by field personnel for assistance from outside agency crisis units must be approved by the Shift Sergeant or Director of Public Safety. Deployment of the Lake Minnetonka SWAT Team in response to a requests by other agencies must be authorized by a Sergeant or Director of Public Safety.

408.8.4 MULTI-JURISDICTIONAL SWAT OPERATIONS

The SWAT team, including relevant specialized units and supporting resources, should develop protocols, agreements, memorandums of understanding, collective bargaining agreements or working relationships to support multi-jurisdictional or regional responses.

(a) If it is anticipated that multi-jurisdictional SWAT operations will regularly be conducted, SWAT multi-agency and multidisciplinary joint training exercises are encouraged.

(b) Members of the Lake Minnetonka SWAT team shall operate under the policies, procedures and command of the Lake Minnetonka SWAT team or their respective police agency when working in a multi-agency situation.

408.8.5 MOBILIZATION OF EMERGENCY RESPONSE UNIT

The on-scene supervisor shall make a request to the Shift Sergeant or Director of Public Safety for the SWAT Team to respond. The Shift Sergeant shall then notify the SWAT Commander. If unavailable, a team supervisor shall be notified. A current mobilization list shall be maintained in the Shift Sergeant's office by the SWAT Commander. The Shift Sergeant will then notify the Patrol Sergeant as soon as practicable. The Shift Sergeant should advise the SWAT Commander with as much of the following information as is available at the time:

(a) The number of suspects, known weapons and resources.

(b) If the suspect is in control of hostages.

(c) If the suspect is barricaded.

(d) The type of crime involved.

(e) If the suspect has threatened or attempted suicide.

(f) The location and safe approach to the command post.

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(g) The extent of any perimeter and the number of officers involved.

(h) Any other important facts critical to the immediate situation, and whether the suspect has refused an order to surrender. The SWAT Commander or supervisor shall then call Hennepin County Dispatch to request SWAT members selected to respond.

408.8.6 FIELD UNIT RESPONSIBILITIES

While waiting for the Lake Minnetonka SWAT Team, field personnel should, if safe, practicable and if sufficient resources exist:

(a) Establish an inner and outer perimeter.

(b) Establish a command post outside of the inner perimeter.

(c) Establish an arrest/response team. The team's actions may include:

1. Securing any subject or suspect who may surrender.
2. Taking action to mitigate a deadly threat or behavior.

(d) Evacuate any injured persons or citizens in the zone of danger.

(e) Attempt to establish preliminary communication with the suspect. Once the SWAT Team has arrived, all negotiations should generally be halted to allow the negotiators and SWAT time to set up.

(f) Be prepared to brief the SWAT Commander on the situation.

(g) Plan for and stage anticipated resources.

408.8.7 ON-SCENE COMMAND RESPONSIBILITIES

Upon arrival of the Lake Minnetonka SWAT Team, the Incident Commander shall brief the SWAT Commander and team supervisors. Upon review, it will be the Incident Commander's decision, with input from the SWAT Commander, whether to deploy the Lake Minnetonka SWAT Team. Once the Incident Commander authorizes deployment, the SWAT Commander will be responsible for the tactical portion of the operation. The Incident Commander shall continue supervision of the command post operation, outer perimeter security and support for the Lake Minnetonka SWAT Team. The Incident Commander and the SWAT Commander or designee shall maintain communications at all times.

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408.8.8 COMMUNICATION WITH EMERGENCY RESPONSE UNIT PERSONNEL

All of those persons who are non-Lake Minnetonka SWAT personnel should refrain from any non-emergency contact or from interference with any member of the team unit during active negotiations. Operations require the utmost in concentration by involved personnel. No one should interrupt or communicate with ERU personnel directly. All non-emergency communications shall be channeled through the Crisis Negotiation Team sergeant or designee.