



Please note that, pursuant to the authority provided by Minn. Stat. Sec. 13D.021, subd. 1(1), the City has determined that in-person meetings of the City Council are not practical or prudent due to the COVID-19 public health pandemic and the declared national, state, and local emergencies. Meetings of the Council will be conducted by electronic or telephonic means. Under Minn. Stat. Sec. 13D.021, subd. 3, to the extent practical and possible, the City Council will allow individuals to monitor the meeting electronically. Access to the meeting can be obtained online by following the link provided below or by contacting the City Hall for instructions and methods for obtaining access to the meeting.

Meeting Access Information: <https://www.ci.independence.mn.us/meetings>

**CITY COUNCIL MEETING AGENDA**  
**TUESDAY MARCH 02, 2021**  
**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 February 16, 2021 Regular City Council Meeting.
  - b. Approval of Accounts Payable; (Batch #1 Checks Numbered 20293-20295, Batch #2 Check Numbered 20296-20317).
  - c. Approval of Pay Request #3 From Rochon for the City Hall Renovation Project.
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. Andrew Toumisto (Applicant/Owner) requests that the City consider the following action for the properties located at 4024 and 4084 Lake Sarah Drive South (PID No.s 02-118-24-43-0004 and 02-118-24-43-0005) in Independence, MN:
  - a. **RESOLUTION 21-0302-01:** Considering approval of a minor subdivision to permit a lot combination which would combine the two subject properties into one property
8. Consideration of the State of Minnesota Department of Transportation and Hennepin County and City of Independence Cooperative Construction Agreement for the County Road 90 and TH 12 Roundabout Construction Project.

- a. The City Council is being asked to approve the cooperative agreement and authorize the Mayor and City Administrator to execute the agreement.

9. Open/Misc.

10. Adjourn.

MINUTES OF A REGULAR MEETING OF THE  
INDEPENDENCE CITY COUNCIL  
TUESDAY, FEBRUARY 16, 2021 –6:30 P.M.  
(Virtual Meeting/ All Attendees)

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.

3. PLEDGE OF ALLEGIANCE.

Mayor Johnson led the group in the Pledge of Allegiance.

2. ROLL CALL (Note: all noted present were “virtually” present

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

ABSENT: Grotting

STAFF: City Administrator Kaltsas, Assistant to Administrator Horner

VISITORS: None

3. \*\*\*\*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 February 2, 2021 Regular City Council Meeting.

b. Approval of Accounts Payable; (Batch #1 Checks Numbered 20271-20275, Batch #2 Check Numbered 20276-20292).

c. Approval of annual liquor license renewals for the following establishments:

i. Ox Yoke Inn - Off Sale, On Sale and Sunday License

ii. Windsong Farm Golf Club LLC - Off Sale, On Sale and Sunday License

iii. Pioneer Creek Golf LLC - On Sale and Sunday License

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

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

Kaltsas added discussion on Medina Fire District Meeting.

5. REPORTS OF BOARDS AND COMMITTEES BY COUNCIL AND STAFF

**Spencer attended the following meetings:**

- Met with Joe Baker on Pioneer Sarah Creek Watershed.

**Grotting attended the following meetings:**

- None

**McCoy attended the following meetings:**

- None

**Betts attended the following meetings: (Virtual)**

- Experienced Officials Conferences
- Police Commission Meeting

**Johnson attended the following meetings: (Virtual)**

- Towards Zero Death Virtual Meetings
- Experienced Officials Conference
- Regional Council of Mayors Meeting
- Orono School Board Meeting
- West Hennepin Chamber of Commerce Meeting
- Northwest League of Cities Meeting
- Fire Department Meeting with Medina
- Executive Committee Meeting for Highway 55 Corridor
- Met with Engineer on Highway 55 Corridor
- Met with Dobozenski resident (in-person)
- Met with Wes Bendickson (in-person)

**Horner attended the following meetings:**

- West Hennepin Chamber of Commerce Meeting

**Kaltsas attended the following meetings:**

- Bi-weekly meeting on County Road 92 and Highway 12 projects

6. West Hennepin Public Safety Director Gary Kroells: Presentation of the January 2021 Activity Report.

Kroells stated there were 388 incidents reported through the end of January. There were 265 in the City of Independence and 109 in the City of Maple Plain. Kroells highlighted a few cases.

\*\*for a complete report see the packet\*\*

7. Consideration of the **Ordinance 2021-01**: An ordinance updating Section 305.01 Planning commission established and continued. Adding two (2) alternate planning commission positions.

Kaltsas stated Council discussed the possibility of expanding the planning commission by adding Planning Commission Alternates as a way to provide experience for citizens interested in serving the City and also as a way to ensure a quorum for all meetings. Staff reviewed possible ways to achieve alternates on the planning commission with Council and has prepared an amendment to the ordinance based on the discussion. The proposed ordinance will allow the City Council the ability to appoint up to two alternate planning commissioners. The alternates would have the ability to vote if there were any absent members of the commission. Alternate members would also attend all regular meetings of the commission.

**Motion by Spencer, second by McCoy to approve Ordinance 2021-01: updating Section 305.01 Planning commission established and continued. Adding two (2) alternate planning commission positions. Ayes: Johnson, Spencer, McCoy, and Betts. Nays: None. Absent: Grotting. Abstain. None. MOTION DECLARED CARRIED.**

8. OPEN/MISC.

Kaltsas stated he and Johnson attended the Medina Fire District meeting number one and wanted to know the feedback on whether the City should proceed with attending these meetings. Kaltsas said the meeting was not well organized. Johnson agreed it was not a good meeting and people could not hear or see well at all. Johnson said he is not interested in participating in further meetings. Kaltsas said he will let Scott Johnson know that the City is not going to actively participate at this point.

9. ADJOURN.

**Motion by Betts, second by Spencer to adjourn at 7:10 p.m. Ayes: Johnson, McCoy, Betts, and Spencer. Nays: None. Absent: Grotting. None. Abstain. None. MOTION DECLARED CARRIED.**

---

Respectfully Submitted,  
Trish Gronstal/ Recording Secretary



ARCHITECTURE INTERIOR DESIGN LANDSCAPE ARCHITECTURE ENGINEERING

Mark Kaltsas  
City of Independence  
1920 County Rd 90  
Maple Plain, MN  
55359

February 16, 2021

Dear Mark,

We have received Payment Application #3 from Rochon Corporation for the Independence City Hall Renovation, with cover letter dated February 11<sup>th</sup>, 2020.

We have reviewed the application against work completed and documented work stored within the invoice period listed on the application and recommend payment of the listed current payment due, \$166,607.20 which includes a retainage of 5.00% of completed work.

If there are any questions I can answer, please reach out via email or phone.

A handwritten signature in black ink, appearing to read 'S. Morgan', with a long horizontal line extending to the right.

Susan Morgan, AIA

Associate Partner, Senior Project Manager  
BKV Group



Suite 200  
28 2nd St NW  
Osseo, MN 55369  
Office 763.559.9393  
Fax 763.559.8101  
[www.rochoncorp.com](http://www.rochoncorp.com)

February 11, 2021

Mr. Mark Kaltsas  
1920 County Road 90  
Independence, MN 55359

Re: Pay Application for Independence City Hall

Dear Mark:

Enclosed is our third Application for Payment of work performed through January 31, 2021 at 1920 County Road 90 in Independence, MN. Please process promptly.

Sincerely,

A handwritten signature in black ink, appearing to read "Trevor Bisping", written over a horizontal line.

Trevor Bisping  
Project Manager

TB/glb  
Enclosures

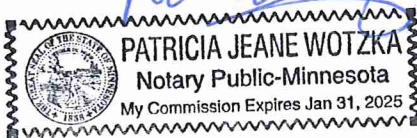
## WAIVER OF CONSTRUCTION LIEN PAYMENT

February 1, 2021

For good and valuable consideration, the undersigned hereby irrevocably and unconditionally waives and releases any and all (a) rights and claims for a construction or other lien on land and buildings being constructed, altered, erected or repaired and to the appurtenances thereunto, (b) rights and claims on any payment bond(s) furnished in conjunction with said construction, alteration, erection or repair, and (c) rights and claims for lien on money, bonds, or warrants due or to become due to the prime contractor therefor. The property covered by this waiver is owned by City of Independence (owner), is located at 1920 County Road 90, Independence, MN is described as Independence City Hall Renovations and this waiver pertains to a portion of the work to be performed by Rochon Corporation (prime contractor).

This waiver covers all labor, material and supplies for construction, alteration, erection, and repairs furnished by the undersigned under a contract with City of Independence through the date of this waiver in the amount of ONE HUNDRED SIXTY SIX THOUSAND SIX HUNDRED SEVEN & 20/100 DOLLARS (\$166,607.20).

This lien waiver is not valid until the amount listed above has been received.



Contractor Waiver Form

Company Name Rochon Corporation

By Jerry Braton  
Its CEO



## TO OWNER/CLIENT:

City of Independence

## PROJECT:

Independence City Hall Renovations  
1920 County Road 90  
Independence, Minnesota 55359

## APPLICATION NO: 3

## INVOICE NO: 3

PERIOD: 01/01/21 - 01/31/21

## PROJECT NO: 2017

## CONTRACT DATE:

## FROM CONTRACTOR:

Rochon Corporation Minnesota  
28 2nd St NW, Suite 200  
Osseo, Minnesota 55368

## VIA ARCHITECT/ENGINEER:

Susan Morgan (BKV Group)  
222 North Second Street  
Minneapolis, Minnesota 55401

CONTRACT FOR: Independence City Hall Renovations Prime Contract

## CONTRACTOR'S APPLICATION FOR PAYMENT

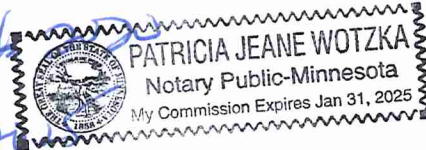
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum	\$1,721,484.00
2.	Net change by change orders	\$60,372.59
3.	Contract Sum to date (Line 1 ± 2)	\$1,781,856.59
4.	Total completed and stored to date (Column G on detail sheet)	\$297,793.13
5.	Retainage:	
	a. 5.00% of completed work	\$14,889.66
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$14,889.66
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$282,903.47
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$116,296.27
8.	Current payment due:	\$166,607.20
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$1,498,953.12

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$60,372.59	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$60,372.59	\$0.00
Net change by change orders:	\$60,372.59	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Rochon Corporation Minnesota

By: [Signature]Date: 2-11-21State of: MinnesotaCounty of: HennepinSubscribed and sworn to before  
me this 15th day of FebNotary Public: [Signature]My commission expires: 1-31-22

## ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$166,607.20

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: [Signature]Date: 2/16/21

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing  
Contractor's signed Certification is attached.  
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 3

APPLICATION DATE:

PERIOD: 01/01/21 - 01/31/21

## Contract Lines

ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	01 - General Requirements	General Conditions	\$219,737.01	\$25,741.37	\$9,333.45	\$0.00	\$35,074.82	15.96%	\$184,662.19	\$1,753.74
2	02-100 - Selective Demolition	Selective Demolition	\$56,000.00	\$46,000.00	\$8,500.00	\$0.00	\$54,500.00	97.32%	\$1,500.00	\$2,725.00
3	02-300 - Earthwork	Earthwork	\$24,973.00	\$19,000.00	\$0.00	\$0.00	\$19,000.00	76.08%	\$5,973.00	\$950.00
4	02-480 - Landscaping	Landscaping	\$9,300.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,300.00	\$0.00
5	02-580 - Pavement Marking	Pavement Marking	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
6	02-784 - Stone Unit Pavers	Stone Unit Pavers	\$10,675.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,675.00	\$0.00
7	02-813 - Lawn Sprinkling and Irrigation	Lawn Sprinkling and Irrigation	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
8	02-820 - Fences and Gates	Fences and Gates	\$37,726.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$37,726.00	\$0.00
9	03-300 - Cast In Place Concrete	Cast In Place Concrete	\$95,000.00	\$0.00	\$61,003.00	\$0.00	\$61,003.00	64.21%	\$33,997.00	\$3,050.15
10	05-100 - Structural Metals	Structural Metals	\$18,500.00	\$0.00	\$18,500.00	\$0.00	\$18,500.00	100.00%	\$0.00	\$925.00
11	05-600 - Steel Erection	Steel Erection	\$6,282.00	\$0.00	\$3,282.00	\$0.00	\$3,282.00	52.24%	\$3,000.00	\$164.10
12	06-100 - Rough Carpentry	Rough Carpentry	\$22,150.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,150.00	\$0.00
13	06-170 - Structural Wood	Structural Wood	\$53,977.55	\$0.00	\$53,977.55	\$0.00	\$53,977.55	100.00%	\$0.00	\$2,698.88
14	06-400 - Millwork	Millwork	\$90,679.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$90,679.00	\$0.00
15	07-400 - Roofing and Siding Panels	Roofing and Siding Panels	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$36,250.00	\$0.00
16	07-420 - Wall Panels	Wall Panels	\$50,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$50,600.00	\$0.00
17	07-500 - Membrane Roofing	Membrane Roofing	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,000.00	\$0.00
18	07-530 - Roofing & Sheetmetal	Roofing & Sheetmetal	\$18,900.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,900.00	\$0.00
19	07-810 - Skylights	Skylights	\$25,470.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,470.00	\$0.00
20	07-900 - Joint Sealers	Joint Sealers	\$3,240.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,240.00	\$0.00
21	08-100 - Hollow Metal & Hardware	Hollow Metal & Hardware	\$32,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$32,800.00	\$0.00
22	08-360 - Overhead Doors	Overhead Doors	\$12,300.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,300.00	\$0.00
23	08-800 - Glazing	Glazing	\$157,900.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$157,900.00	\$0.00
24	09-250 - Gypsum Wallboard	Gypsum Wallboard	\$163,788.00	\$3,275.76	\$0.00	\$0.00	\$3,275.76	2.00%	\$160,512.24	\$163.79
25	09-300 - Tile	Tile	\$42,235.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$42,235.00	\$0.00
26	09-500 - Ceilings	Ceilings	\$14,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,000.00	\$0.00



A		B	C	D	E	F	G		H	I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
27	09-600 - Flooring	Flooring	\$44,410.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$44,410.00	\$0.00
28	09-843 - Acoustical Wall Panels	Acoustical Wall Panels	\$9,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,500.00	\$0.00
29	09-900 - Paints and Coatings	Paints and Coatings	\$21,408.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$21,408.00	\$0.00
30	10-200 - Louvers and Vents	Louvers and Vents	\$12,742.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,742.00	\$0.00
31	10-260 - Wall and Corner Guards	Wall and Corner Guards	\$90.72	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$90.72	\$0.00
32	10-350 - Flagpoles	Flagpoles	\$403.92	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$403.92	\$0.00
33	10-440 - Signage	Signage	\$17,950.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,950.00	\$0.00
34	10-520 - Fire Protection Specialties	Fire Protection Specialties	\$803.52	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$803.52	\$0.00
35	10-600 - Partitions	Partitions	\$26,454.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$26,454.00	\$0.00
36	10-800 - Toilet, Bath, and Laundry Specialties	Toilet, Bath, and Laundry Specialties	\$865.08	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$865.08	\$0.00
37	11-452 - Appliances	Appliances	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,500.00	\$0.00
38	12-490 - Window Coverings	Window Coverings	\$3,875.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,875.00	\$0.00
39	15-400 - Plumbing	Plumbing	\$50,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$50,500.00	\$0.00
40	15-500 - HVAC	HVAC	\$97,300.00	\$3,600.00	\$0.00	\$0.00	\$3,600.00	3.70%	\$93,700.00	\$180.00
41	16-000 - Electrical	Electrical	\$119,825.00	\$18,900.00	\$12,480.00	\$0.00	\$31,380.00	26.19%	\$88,445.00	\$1,569.00
42	17-010 - Contingency	Allowance #1	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
43	17-010 - Contingency	Allowance #2	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,800.00	\$0.00
44	17-040 - Profit	Overhead & Profit	\$86,074.20	\$5,900.00	\$8,300.00	\$0.00	\$14,200.00	16.50%	\$71,874.20	\$710.00
TOTALS:			\$1,721,484.00	\$122,417.13	\$175,376.00	\$0.00	\$297,793.13	17.30%	\$1,423,690.87	\$14,889.66

## Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
45	PCCO#001 Owner Change Order #1	\$60,372.59	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$60,372.59	\$0.00
TOTALS:		\$60,372.59	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$60,372.59	\$0.00

## Grand Totals

Grand Totals										
A	B		C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK		SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:			\$1,781,856.59	\$122,417.13	\$175,376.00	\$0.00	\$297,793.13	16.71%	\$1,484,063.46	\$14,889.66

## City of Independence

### Request for a Minor Subdivision to Allow a Lot Combination for the Property located at 4024 and 4084 Lake Sarah Drive South

---

<i>To:</i>	City Council
<i>From:</i>	Mark Kaltsas, City Planner
<i>Meeting Date:</i>	March 2, 2021
<i>Applicants:</i>	Andrew Toumisto
<i>Owners:</i>	Andrew Toumisto
<i>Location:</i>	4024 and 4084 Lake Sarah Drive South

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

Andrew Toumisto (Applicant/Owner) requests that the City consider the following action for the properties located at 4024 and 4084 Lake Sarah Drive South (PID No.s 02-118-24-43-0004 and 02-118-24-43-0005) in Independence, MN:

- a. A minor subdivision to permit a lot combination which would combine the two subject properties into one property.

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

The subject property is located along the east side of Lake Sarah Drive South and just north of CSAH 11. The applicant constructed a home located on the 4084 Lake Sarah Drive South parcel and recently acquired the vacant 4024 Lake Sarah Drive South parcel. There is an existing home located on the 4084 parcel and a detached accessory structure located on the 4024 parcel. The properties are heavily wooded with wetlands on the eastern side. The property has the following site characteristics:

#### Property Information: **4024 and 4084 Lake Sarah Drive South**

Zoning: *Rural Residential*

Comprehensive Plan: *Rural Residential*

Acreage (Before): *Lot 1 – 7.31 acres*

*Lot 2 – 5.21 acres*

Acreage (After): *12.51 acres*



*Aerial of Site*

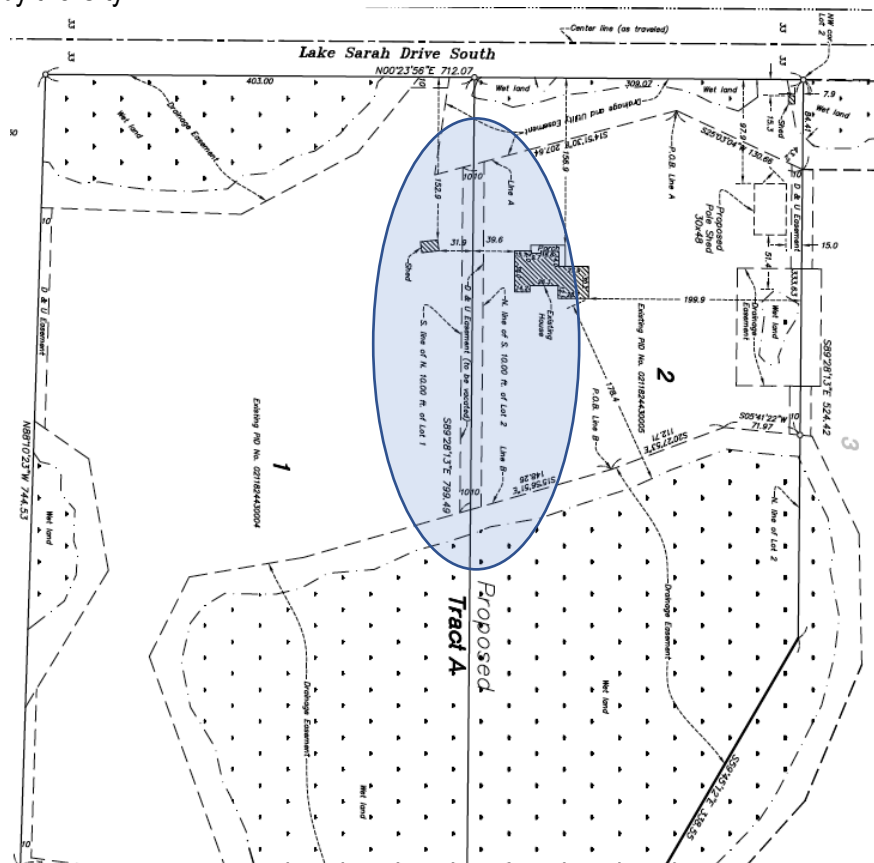


***Discussion:***

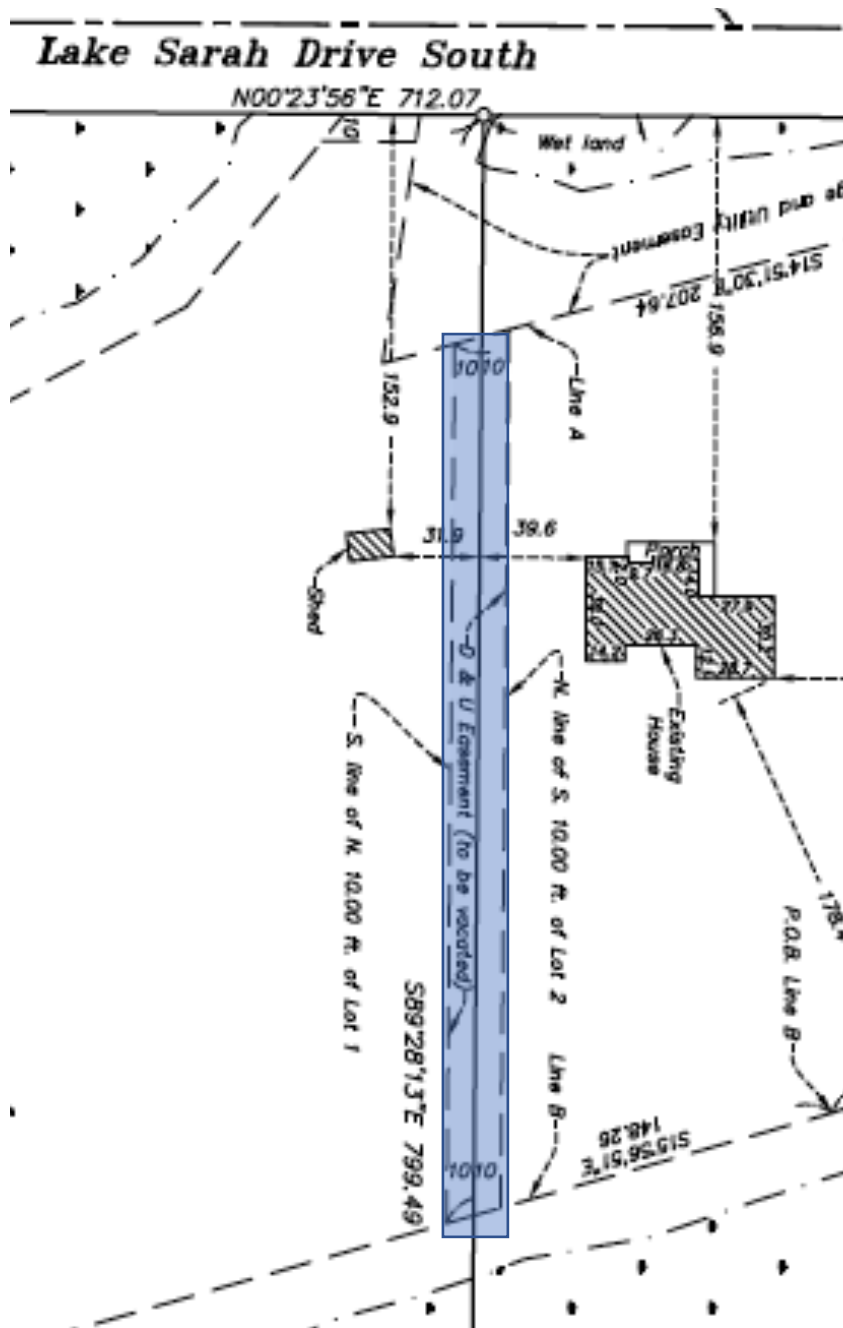
In 2015 the previous owner of this parcel subdivided the original property into 5 (5) buildable lots known as HENDLEY ADDITION. There were three lots created on Lake Sarah Drive South and two lots created on CSAH 11. The applicant initially purchased 4084 Lake Sarah Drive South (north parcel) and constructed a home on the property. The applicant recently acquired 4024 Lake Sarah Drive South. Following acquisition of the property, he located a small, detached shed on the north side of the property not knowing that it was not permitted without a principal structure. The City notified the applicant that the shed was not permitted and discussed possible solutions which included combining the two properties into one property. The applicant would like to combine the properties back into one (1) lot for the purpose of using the entire property as one property.

There are several aspects of this property that should be noted by the City during consideration of the application:

1. The properties are heavily wooded and have a large wetland on the east side.
2. The existing shed is considered an illegal structure and will have to be removed if the lot combination is not approved. If approved, the detached accessory shed would be permitted and would meet applicable setbacks.
3. Based on the current zoning and combined lot size, this property could be subdivided again in the future. The minimum lot size in the RR-Rural Residential zoning district required in order for subdivision to be considered is 7.6 acres. The current standard would allow a maximum of two lots for properties less than 12.6 acres (this property will be 12.51 acres combined).
4. The existing home and accessory buildings will meet all requisite setbacks in the after condition.
5. The applicant is proposing to dedicate the new and amended 10' drainage and utility easements as shown on the proposed plan. The City will consider vacating a portion of the drainage and utility easement that is located along the east/west property line to be removed (see below). The applicant shall execute the necessary documents to clean up any easements as determined necessary by the City.



6. The City will need to vacate the existing portion of the drainage and utility easement that runs along the existing east/west dividing line (see below). If the subdivision is approved by the City Council, the vacation public hearing and resolution will be considered at the next Council Meeting.



The proposed subdivision to allow a lot combination appears to meet all applicable standards of the City's zoning and subdivision ordinance. The combined lot will fit into the surrounding area and should have minimal impacts on the surrounding properties.



***Planning Commission Review and Recommendation:***

Planning Commissioners reviewed the request and asked questions of staff and the applicant. Commissioners asked if the property could be subdivided again in the future. It was noted that any future subdivision would be dependent on the standards at the time an application is made to the City. Commissioners believed that this request was fairly straight forward and did not have concerns relating to the application. Commissioners recommended approval of the request for a minor subdivision to combine the two properties.

***Neighbor Comments:***

The City has not received any written comments regarding the proposed subdivision or conditional use permit.

***Recommendation:***

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

1. The proposed minor subdivision to allow a lot combination request meets all applicable conditions and restrictions stated Chapter V, Sections 500 and 510, Planning and Land Use Regulations and Zoning, in the City of Independence Zoning Ordinance.
2. Approval of the minor subdivision is subject to the vacation of the existing drainage and utility easements that run parallel to the existing east west dividing line.
3. The Applicant shall pay for all costs associated with the City's review of the requested minor subdivision.
4. The Applicant shall execute and record the requisite perimeter drainage and utility easements with the county within six (6) months of approval.
5. The Applicant shall record the subdivision and City Council Resolution with the county within six (6) months of approval.

***Attachments:***

1. **RESOLUTION 21-0302-01** – Approving the Minor Subdivision
2. Application
3. Original Plat
4. Survey



## **RESOLUTION 21-0302-01**

### **A RESOLUTION APPROVING A MINOR SUBDIVISION TO ALLOW A LOT COMBINATION FOR THE PROPERTIES LOCATED AT 4024 AND 4084 LAKE SARAH DRIVE SOUTH**

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

WHEREAS, the City adopted a Comprehensive Plan in 2010 to guide the development of the community; and

WHEREAS, the City has adopted a Zoning and Subdivision Ordinance and other official controls to assist in implementing the Comprehensive Plan; and

WHEREAS, Andrew Toumisto (Applicant/Owner) has submitted a request for a minor subdivision to allow a lot combination for the properties located at 4024 and 4084 Lake Sarah Drive South in Independence, MN (PID No.s 02-118-24-43-0004 and 24-118-24-43-0005); and

WHEREAS, the Properties are legally described as Lots 1 and 2, Block 1 HENDLEY ADDITION; and

WHEREAS, the Properties are both zoned RR-Rural Residential; and

WHEREAS the requested minor subdivision meets all requirements, standards and specifications of the City of Independence subdivision and zoning ordinance for Agriculture Property; and

WHEREAS the Planning Commission held a public hearing on February 16, 2021 to review the application for a minor subdivision, following mailed and published noticed as required by law; and

WHEREAS, the City Council has reviewed all materials submitted by the Applicant; considered the oral and written testimony offered by the applicant and all interested parties; and has now concluded that the application is in compliance with all applicable standards and can be considered for approval.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MINNESOTA, that it should and hereby does approve the application by Andrew Toumisto for a minor subdivision to allow lot combination per the City’s subdivision and zoning regulations with the following conditions:

1. The proposed minor subdivision to allow a lot combination request meets all applicable conditions and restrictions stated Chapter V, Sections 500 and 510, Planning and Land Use Regulations and Zoning, in the City of Independence Zoning Ordinance.
2. Approval of the minor subdivision is subject to the vacation of the existing drainage and utility easements that run parallel to the existing east/west dividing line.
3. The Applicant shall pay for all costs associated with the City's review of the requested minor subdivision.
4. The Applicant shall execute and record the requisite perimeter drainage and utility easements with the county within six (6) months of approval.
5. The Applicant shall record the subdivision and City Council Resolution with the county within six (6) months of approval.

This resolution was adopted by the City Council of the City of Independence on this 2<sup>nd</sup> day of March 2021, by a vote of \_\_\_\_ ayes and \_\_\_\_ nays.

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

ATTEST:

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



**CITY OF  
INDEPENDENCE  
MINNESOTA**

**Applicant Information**

Name: Andrew Tuomisto  
Address: 4084 S Lake Sarah Dr  
Independence, Minnesota 55359  
Primary Phone: 7632765900  
Email: DREWTUOMISTO@GMAIL.COM

**Owner Information**

Name: Andrew Tuomisto  
Address: 4084 S Lake Sarah Dr  
Independence, Minnesota  
Primary Phone: 7632765900  
Email: DREWTUOMISTO@GMAIL.COM

Property Address:

PID:

Planning Application Type: Comprehensive Plan Amendment

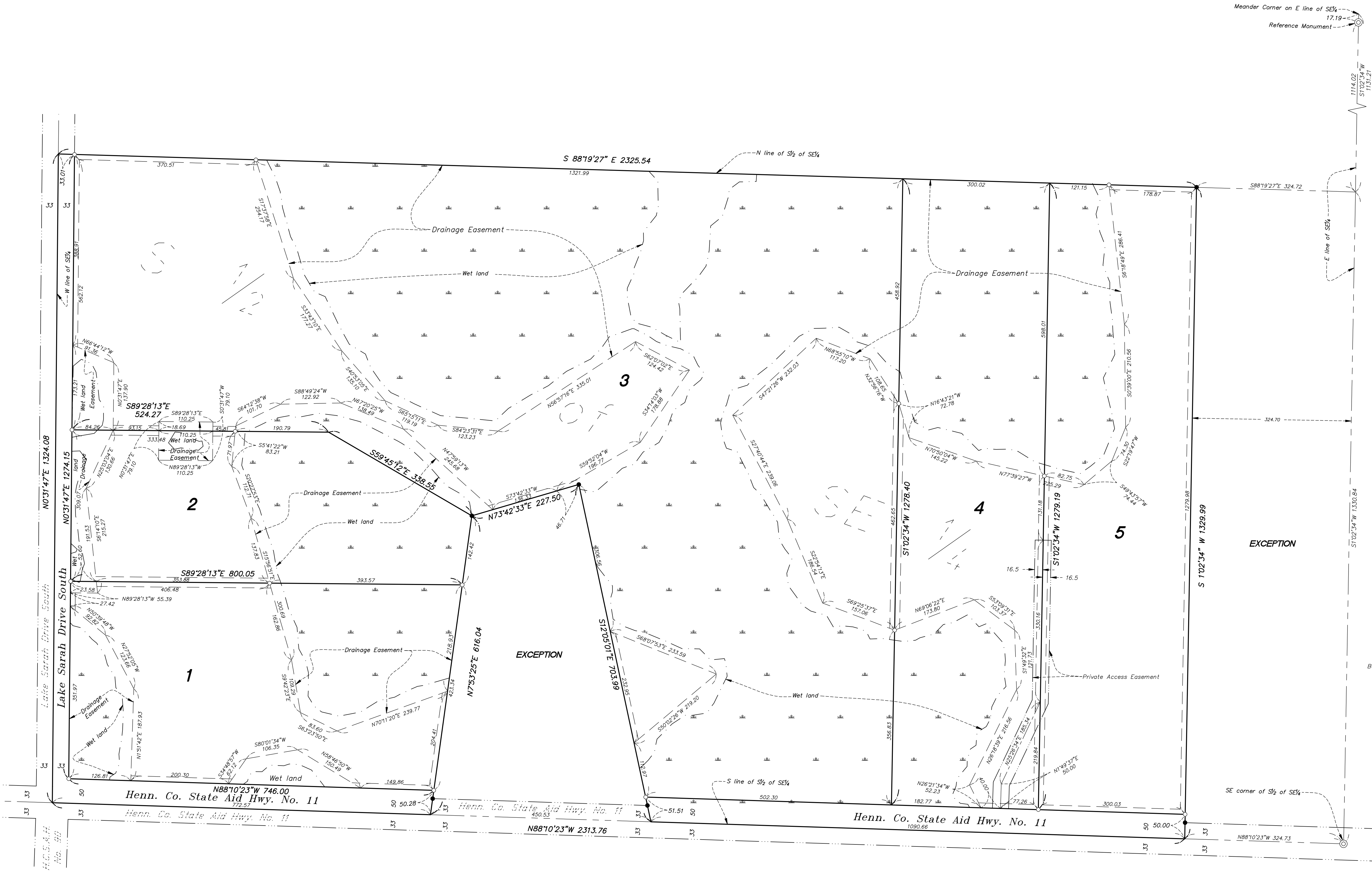
Description:

Supporting Documents: Site Survey (Existing Conditions)

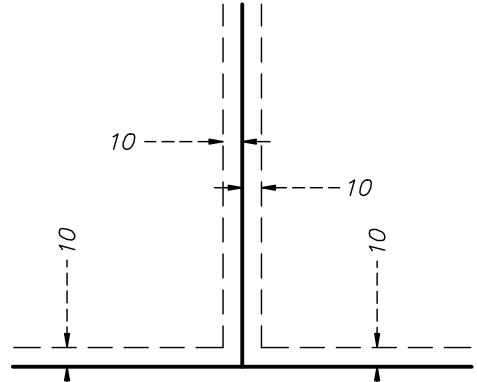
Signature:

HENDLEY ADDITION

C.R. DOC. NO.

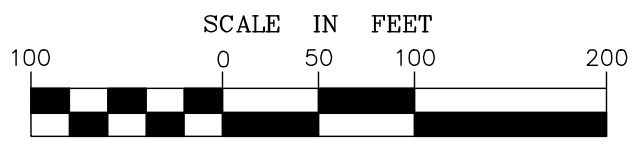


- Legend
- Denotes monument found 1/2 inch iron pipe, unless otherwise shown.
  - Denotes 1/2 inch by 14 inch iron monument set and marked by L.S. No. 14700.
  - ⊙ Cast Iron Monument



Drainage and Utility Easements being 10 feet in width and adjoining right of way lines, and being 10 feet in width and adjoining lot lines, unless otherwise indicated.

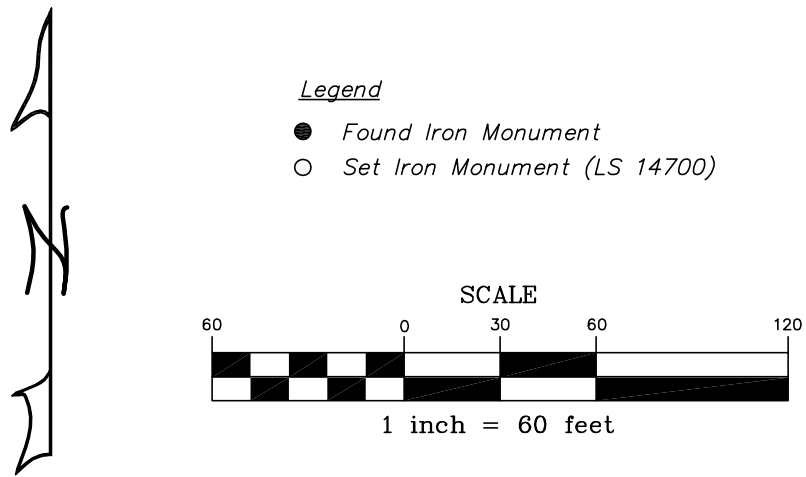
Bearings based on Hennepin County coordinates.



SCHOBORG  
LAND SERVICES  
INC.

Certificate of Survey

Prepared for:  
Andrew Tuomisto



PID No.: 0211824430005

Site Address:  
4084 Lake Sarah Dr S  
Independence, MN 55359

Boundary Description (supplied by client).  
Lot 2, Block 1, HENDLEY ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

PID No.: 0211824430004

Site Address:  
4024 Lake Sarah Dr S  
Independence, MN 55359

Boundary Description (supplied by client).  
Lot 1, Block 1, HENDLEY ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

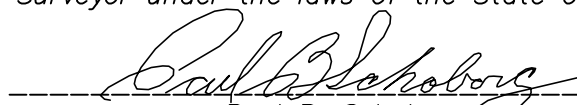
Proposed Tract A  
Lots 1 and 2, Block 1, HENDLEY ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

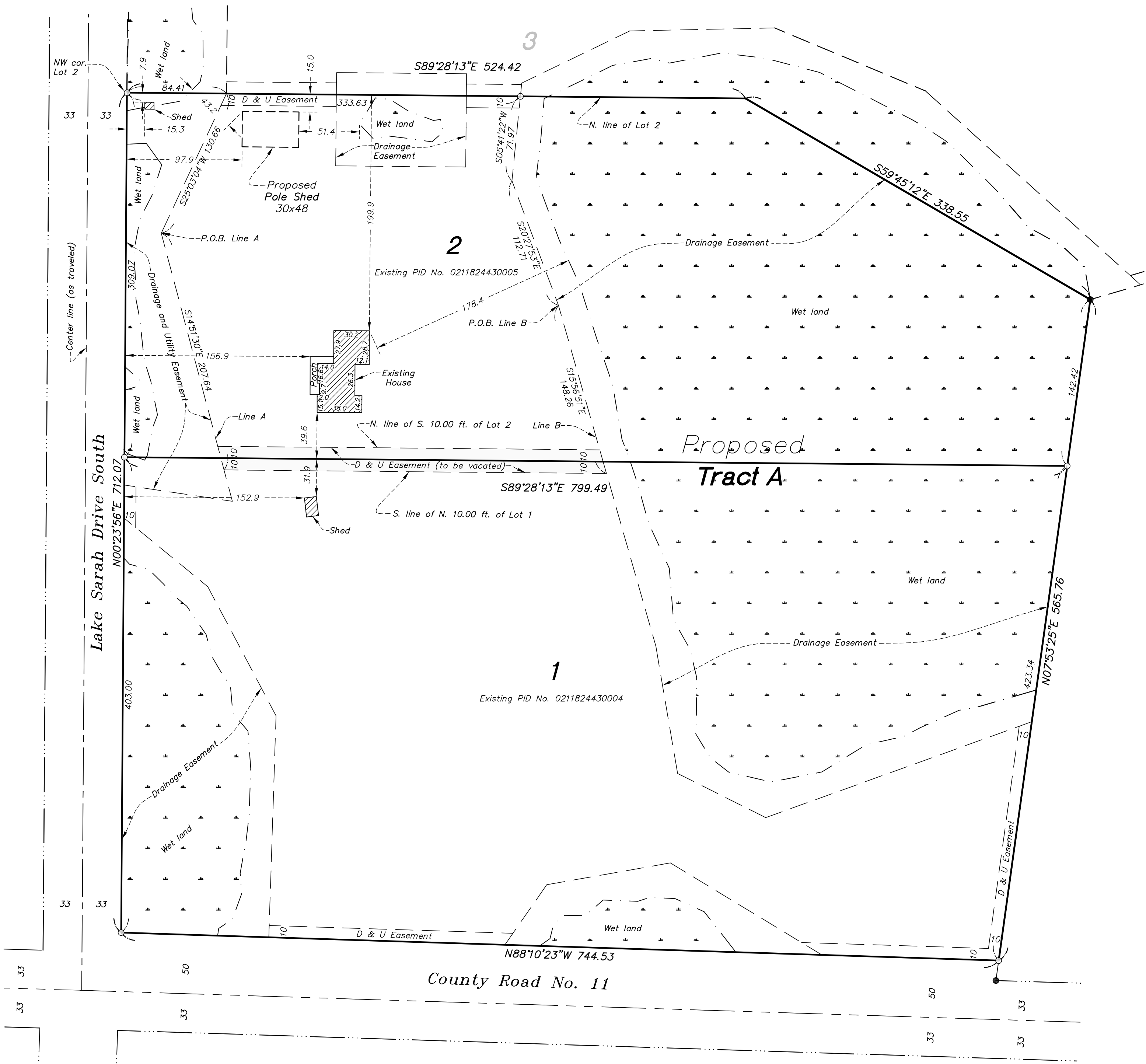
Drainage & Utility Easement to be Vacated:  
That part of the North 10.00 feet of Lot 1 and the South 10.00 feet of Lot 2, Block 1, HENDLEY ADDITION, Hennepin County, Minnesota, lying easterly of a line hereinafter described as Line A and westerly of a line hereinafter described as Line B.

Line A is described as follows:  
Commencing at the northwest corner of said Lot 2; thence on an assumed bearing of South 89 degrees 28 minutes 13 seconds East along the north line of said Lot 2 a distance of 84.41 feet; thence South 25 degrees 03 minutes 04 seconds West a distance of 130.66 feet to the point of beginning of said Line A; thence South 14 degrees 51 minutes 30 seconds East a distance of 207.64 feet to the the south line of the North 10.00 feet of said Lot 1 and said line there terminating.

Line B is described as follows:  
Commencing at the northwest corner of said Lot 2; thence on an assumed bearing of South 89 degrees 28 minutes 13 seconds East along the north line of said Lot 2 a distance of 333.63 feet; thence South 5 degrees 41 minutes 22 seconds West a distance of 71.97 feet; thence South 20 degrees 27 minutes 53 seconds East a distance of 112.71 feet to the point of beginning of said Line B; thence South 15 degrees 56 minutes 51 seconds East a distance of 148.26 feet to the the south line of the North 10.00 feet of said Lot 1 and said line there terminating.

Bearings based on plat of HENDLEY ADDITION.

<b>SCHOBORG</b> <b>LAND SERVICES</b> <b>INC.</b>	Job Number:	8471
	Book/Page:	LL
	Survey Date:	1/19/21
	Drawing Name:	tuomisto.dwg
	Drawn by:	DMS
	Revisions:	1/27/21 (vacate easement)
		1/28/21 (prop. pole shed dimensions)
I hereby certify that this certificate of survey was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.		
 Paul B. Schoborg		
Date: January 28, 2020 Registration No. 14700		



# City of Independence

## Consideration of the Cooperative Maintenance Agreement Passed Down from MNDOT and Hennepin County for the Roundabout Improvements at the Intersection of TH 12 and CSAH 90

---

*To:* City Council  
*From:* Mark Kaltsas, City Administrator  
*Meeting Date:* March 2, 2021

### ***Discussion:***

The City has been discussing the TH 12/CSAH 90 2021 roundabout reconstruction project with MNDOT for several years. In December of 2020, MNDOT notified the City that they would be preparing a Cooperative Agreement that would pass down to the City MNDOT's responsibility for the future maintenance of several key elements of the newly constructed intersection improvement. MNDOT's internal policy relating to maintenance of key elements (described below) is to pass the responsibility down to the benefitting authority. For this project, the responsibility has been passed down to Hennepin County. Similar to MNDOT's policy, Hennepin County also has a policy which shifts responsibility down to the local municipality for the same items. There are several significant short and long-term potential impacts to the City resulting from this request. The City is being asked to take over the responsibility for the following maintenance items:

#### **1. Maintenance by the City**

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 1.1.** Sidewalks. Maintenance of any sidewalk construction on the roundabout at T.H. 12 and C.S.A.H. 90, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice, and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 1.2.** Maintenance of lighting at and approaching the roundabout, including all legs and within the roundabout as shown in Exhibit "A", will be shared between the State and the City. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility. The City will be responsible for relamping or LED luminaire replacement, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, and blown fuses for the entire system. For those poles on the local legs of the roundabout shown in Exhibit "A", the City will be responsible for knocked down poles including wiring within the poles, damaged poles, pullboxes, underground wire, and damaged foundations

for all of the maintenance. The State will be responsible for the remainder of the lighting maintenance within the main roundabout and at the trunk highway legs of the roundabout.

**1.3.** Additional Drainage. No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "Drainage Area", which is on file in the office of the State's District Hydraulics Unit at Roseville and is incorporated into this Agreement by reference.

**1.4.** Related Agreements. This Agreement will supersede and terminate the operation and maintenance terms of Lighting Maintenance Agreement No. 1000750 dated August 18, 2015, between the State and City, for the existing lighting system on T.H. 12 at C.S.A.H. 90.

In addition to the aforementioned items, the initial agreement also required the City to be financially responsible for the maintenance of the newly created stormwater ponds. The City discussed this point of the agreement further with MNDOT and they ultimately agreed to remove the pond maintenance responsibility from the agreement. The City has the following concerns/considerations that should be noted by Council:

- Lighting
  - The City has previously agreed to maintain lights located within the MNDOT ROW. For those lights located along TH 12 at City street intersections, the City both owns and maintains the LED lights that were installed in 2017. The City pays for the cost of the electricity and all maintenance and replacement. It costs the City approximately \$25 (\$20 base fee, plus \$5 electricity fee) per light per month. The City is anticipating that there would only be one service charge for the entire 16 light system in this location. The City would anticipate approximately a \$1,200 annual cost for just powering the lights.
  - The City would be responsible for the maintenance of the lights, wiring, controls, etc. for all 16 lights.
  - The City is responsible for the cost of providing power and establishing the service to the lighting system. MNDOT was not able to provide an estimated cost for this requirement and did not investigate the cost with the electric contractor and or provider. It is estimated that this cost could range between \$4,000-\$10,000.
  - The City would be responsible for the poles, replacement and any damage for the 4 lights circled in red and included on Exhibit A (attached). The City had discussed this with MNDOT and requested that the Exhibit A be included in the agreement so that it was clearly defined.



- The City would need to contract with MNDOT or another source for the maintenance of the lights. The City has not realized a significant maintenance liability for the 6 LED lights installed in 2017. The City has had to replace one of the lights that was hit by a vehicle. The cost of the replacement was charged to the vehicle owners insurance policy. There will be some cost associated with the annual maintenance of these lights.
- The City would not own the lights and as a result cannot insure the lights based on the current language in the agreement. The LMCIT has provided the following recommendation to the City should the City Council decide to enter into a Cooperative Agreement:

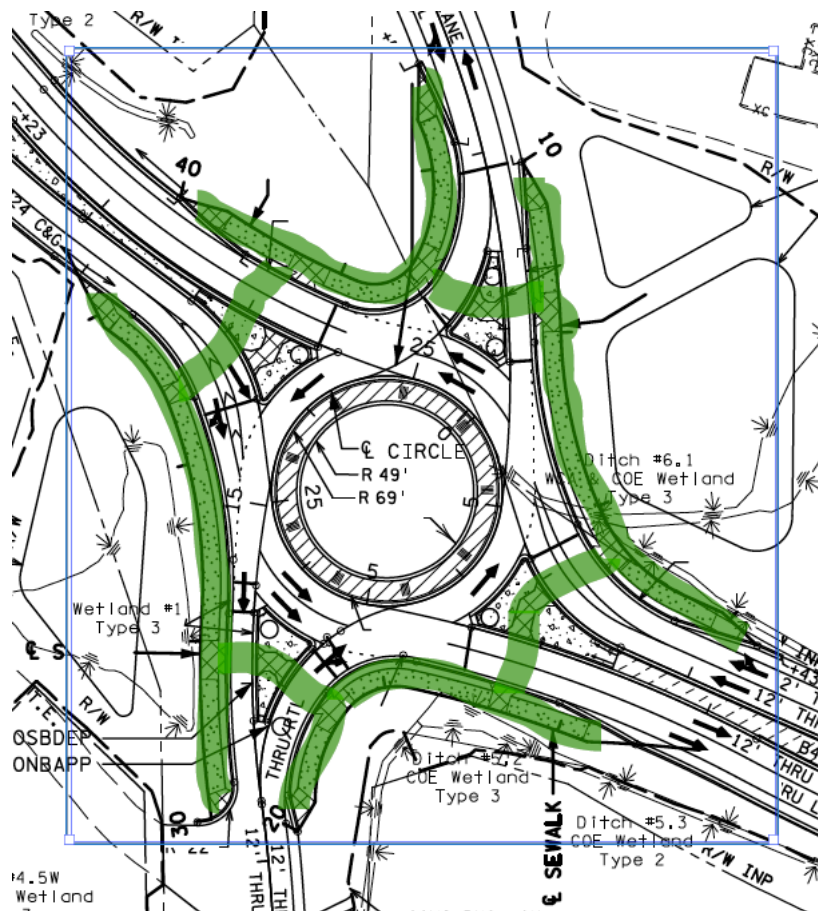
*If MNDOT owns them, then you need a contractual requirement in order to give you an insurable interest. I would recommend that you include a clause in your agreement where you are responsible for maintenance and repair/replacement that specifically identifies who is responsible for insuring them. If you want to insure them, you will need to specifically add them to your policy by giving an address description, and then describing what is covered, i.e. 25 street lights, including lights poles and stands, valued at \$15K each.*

This type of provision would need to be added to the agreement.

- Sidewalks
  - The City is being asked to maintain the sidewalks and corresponding painted crosswalks as follows (shown in green below):
    - *Maintenance includes, but is not limited to, snow, ice, and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.*
  - The sidewalks are 10' in width and wrap around the outside of the roundabout.
  - The City does not have equipment and or personnel to maintain the sidewalks and or crosswalks. The City would be required to repaint the crosswalks, repair individual sidewalk panels and plow snow within the MNDOT and HC ROW's.
  - MNDOT typically makes several additional passes on their roads following a snow event. The City would not be able to continually monitor MNDOT's plowing operations and be able to maintain the sidewalks in a passable and safe condition.
  - The City does not currently have the capacity either financially or physically to take on the repair and replacement of the concrete sidewalks or crosswalk

striping. If the City does not continually maintain the sidewalks, they would be potentially liable for injuries incurred by users of the sidewalks. Staff asked if MNDOT would add indemnification language to the agreement and told that it was not an option.

- The City has concerns relating to PW working within the HC and MNDOT ROW's. City staff does not have the number of workers required to safely flag and provide warning relating to the workers in the ROW.



**Council Recommendation:**

Staff is seeking further direction and consideration relating to the proposed cooperative agreement with MNDOT. The City has noted in our discussions that the improvements do not include any City roads or right of way. The City is being asked to take some responsibility for the defined items related to the reconstructed intersection of a state highway and county highway. This agreement also raises questions relating to the TH 12/CSAH 92 reconstruction project that is currently in the process of being designed. The City was informed that a similar agreement will be requested for improvements relating to that project. The costs associated with the cooperative agreement are not budgeted at this time and may be difficult to

accommodate depending on the extent of the responsibilities. City Council is asked to consider whether or not to approve entering into a Cooperative Agreement with MNDOT.

***Attachments:***        **Cooperative Agreement with Exhibit A**  
                                 ***Roundabout Plans***

## Memo

**To:** Curt Kobilarcsik  
Metro Project Manager

**From:** Malaki Ruranika  
Cooperative Agreements Engineer

**Date:** December 3, 2020

**Subject:** Proposed Coop. Const. Agree. No. 1045159  
Hennepin County  
City of Independence  
S.P. 2713-122 (T.H. 12=010)  
S.A.P. 027-690-002  
Fed. Proj. NHPP-HSIP 0012(319) / State Funds  
County payment for T.H. 12 construction and City future maintenance costs.

Transmitted herewith in is a proposed agreement with Hennepin County and the City of Independence. This agreement provides for payment to the State of the County's share of the costs of the lighting, roundabout, and pond construction to be performed on T.H. 12 and the City's cost share in future pond maintenance.

Present this agreement to the City Council and County Board of County Commissioners for their approval and execution that includes original signatures of the County Board and City Council authorized officers on the agreement. Also required is a resolution passed by the County Board and City Council authorizing its officers to sign the agreement on its behalf. A suggested form of such resolution is enclosed.

Electronic signatures are being encouraged. Please be advised that if electronic signatures are being utilized, that signatories must not lock the document and all parties must sign in succession on the same document. The County Board's and City Council's resolutions must be attached to the pdf prior to any electronic signatures. Please remove the sample resolution if the County or City is providing their own resolution.

The executed agreement and resolution should be forwarded to this office as soon as possible after the County, City, and the District Engineer have signed. A copy will be returned to the County and City when fully executed.

**Please send me a copy of your letter transmitting the agreement to the County and City for approval.**

cc: File

MnDOT Contract No: 1045159  
Hennepin County Agr. No: PW 01-40-21

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
HENNEPIN COUNTY  
And  
CITY OF INDEPENDENCE  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

State Project Number (S.P.):	<u>2713-122</u>	Estimated Amount Receivable
Trunk Highway Number (T.H.):	<u>12=010</u>	<u>\$629,842.59</u>
State Aid Project Number (S.A.P.):	<u>027-690-002</u>	
Federal Project Number:	<u>NHPP-HSIP 0012(319)</u>	
Lighting System Feed Point No.:	<u>"PO9H"</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), the City of Independence acting through its City Council ("City"), and Hennepin County acting through its Board of Commissioners ("County").

**Recitals**

1. The State will perform grading, bituminous and concrete paving, concrete retaining wall, ADA improvement, lighting construction and other associated construction upon, along, and adjacent to Trunk Highway No. 12 from 1615 feet west of County State Aid Highway (C.S.A.H.) No. 90 to 1723 feet east of County State Aid Highway No. 90 according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 2713-122 (T.H. 12=010) ("Project"); and
2. The State requires the County to participate in the roundabout, lighting, and pond construction; and
3. The County agrees to participate in the costs of the roundabout, lighting, and pond construction and associated construction engineering; and
4. Agreement 1044485, Hennepin County Agreement No. PW 40-40-20, between the State and Hennepin County will address the detour associated with this project; and
5. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
6. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

**Commented [IJ(1)]:** Temp signals should have been covered in the specials?

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.

- 1.2. Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 4. Maintenance by the County; 9. Liability; Worker Compensation Claims; 12. State Audits; 13. Government Data Practices; 15. Governing Law; Jurisdiction; Venue; and 17. Force Majeure.
- 1.4. Plans, Specifications, and Special Provisions.** Plans, specifications and special provisions designated by the State as State Project No. 2713-122 (T.H. 12=010) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. Exhibits.** Preliminary Schedule "I" is on file in the office of the County Engineer and attached and incorporated into this Agreement.

## **2. Construction by the State**

- 2.1. Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. Direction, Supervision, and Inspection of Construction.**
- A. Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. Inspection by the County.** The County participation construction covered under this Agreement will be open to inspection by the County. If the County believes the County participation construction covered under this Agreement has not been properly performed or that the construction is defective, the County will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the County are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the County participation construction covered under this Agreement.
- 2.3. Plan Changes, Additional Construction, Etc.**
- A.** The State will make changes in the Project Plans and contract construction, which may include the County participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate County official of any proposed addenda and change orders to the construction contract that will affect the County participation construction covered under this Agreement. The County shall have the right to review any proposed changes to the Project Plans as they relate to the County's owned and maintained infrastructure covered by this agreement, prior to the work being performed. If the County disputes the addenda or change orders, the State and the County will meet to discuss a resolution, but the State will have the exclusive right to determine whether to proceed with the proposed work. Deviations from the Project Plans for County-Owned facilities will be documented, and record drawing information will be provided to the County upon completion of The Project.

**Commented [I](2):** "county participation construction" is defined in the Schedule "I"

**Commented [I](3):** Additional paragraph lets the County appeal to Project Changes. This is the same language that was used in the 35W/Lake St. Agreement 1027480 with Hennepin County.

B. The County may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

**2.4. Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

**2.5. Permits.** The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).

**2.6. Replacement of Castings.** Adjustments to certain County-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The County will furnish the contractor with new units and/or parts for those in place County-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

### 3. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

**3.1. Sidewalks.** Maintenance of any sidewalk construction on the roundabout at T.H. 12 and C.S.A.H. 90, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice, and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

**3.2. Lighting.** Maintenance of lighting at and approaching the roundabout, including all legs and within the roundabout, will be shared between the State and the City. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility. The City will be responsible for relamping or LED luminaire replacement, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, and blown fuses for the entire system. For those poles on the local legs of the roundabout, the City will be responsible for knocked down poles including wiring within the poles, damaged poles, pullboxes, underground wire, and damaged foundations for all of the maintenance. The State will be responsible for the remainder of the lighting maintenance within the main roundabout and at the trunk highway legs of the roundabout.

**3.3. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "Drainage Area", which is on file in the office of the State's District Hydraulics Unit at Roseville and is incorporated into this Agreement by reference.

**Commented [IJ(4):** This is on file with the state and referenced in this agreement, doesn't need to be included.

**3.4. Related Agreements.** This Agreement will supersede and terminate the operation and maintenance terms of Lighting Maintenance Agreement No. 1000750 dated August 18, 2015, between the State and City, for the existing lighting system on T.H. 12 at C.S.A.H. 90.

#### **4. Maintenance by the County**

Upon completion of the project, the County will provide the following without cost or expense to the State:

##### **4.1. Roundabout on T.H. 12 at C.S.A.H. 90.**

- A. Roundabout Approaches.** Maintenance of C.S.A.H. 90 approaches up to the curb line of the outer circle of the T.H. 12 roundabout. Maintenance includes, but is not limited to, snow, ice, and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted County maintenance practices.
- B. Roundabout Circle.** Maintenance of the roundabout circle on T.H. 12 at C.S.A.H. 90. The State and County will provide for snow, ice, and debris removal of the roadway portion of the roundabout circle in conjunction with ongoing maintenance activities of their respective roadway approaches to the roundabout circle. The State will provide for resurfacing, seal coating, and any other maintenance activities necessary to perpetuate the roadway portion of the roundabout circle in a safe and usable condition.

**4.2. Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.

**4.3. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "Drainage Area", which is on file in the office of the State's District Hydraulics Unit at Roseville and is incorporated into this Agreement by reference.

#### **5. Basis of County Cost**

**5.1. Schedule "I".** The Preliminary Schedule "I" includes all anticipated County participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

**5.2. County Participation Construction.** The County will participate in the following at the percentages indicated. The construction includes the County's proportionate share of item costs for mobilization, field office type D, and traffic control.

- A.** 100 Percent will be the County's rate of cost participation in all of the construction items tabulated on Sheets No. 2 through 4 of the Preliminary Schedule "I".
- B.** 30 Percent will be the County's rate of cost participation in all of the lighting system construction, based off of the amount of lights on C.S.A.H. 90 compared to T.H. 12. The construction is included in



the County's 100 Percent cost participation described in Article 5.2 Section A of this Agreement and is tabulated on Sheet No. 3 of the Preliminary Schedule "I".

**5.3. Construction Engineering Costs.** The County will pay a construction engineering charge equal to 8 percent of the total County participation construction covered under this Agreement.

**5.4. Plan Changes, Additional Construction, Etc.** The County will share in the costs of construction contract addenda and change orders that are necessary to complete the County participation construction covered under this Agreement, including any County requested additional work and plan changes.

The State reserves the right to invoice the County for the cost of any additional County requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

**5.5. Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

#### **6. County Cost and Payment by the County**

**6.1. County Cost. \$629,842.59** is the County's estimated share of the costs of the contract construction and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

**6.2. Conditions of Payment.** The County will pay the State the County's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the County, including a copy of the Revised Schedule "I".
- B. The County's receipt of a written request from the State for the advancement of funds.

**6.3. Acceptance of the County's Cost and Completed Construction.** The computation by the State of the amount due from the County will be final, binding, **conclusive, and subject to the terms of this Agreement.** Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the County as to the satisfactory completion of the contract construction.

**6.4. Final Payment by the County.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the County. The Final Schedule "I" will be based on final quantities, and include all County participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the County participation construction exceeds the amount of funds advanced by the County, the County will pay the difference to the State without interest. If the final cost of the County participation construction is less than the amount of funds advanced by the County, the State will refund the difference to the County without interest.

MnDOT Contract No: 1045159  
Hennepin County Agr. No: PW 01-40-21

The State and the County waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

## 7. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

### 7.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)  
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
Telephone: (651) 366-4634  
E-Mail: malaki.ruranika@state.mn.us

### 7.2. The County's Authorized Representative will be:

Name, Title: Zachary Rothstein, Construction Engineer (or successor)  
Address: 1600 Prairie Drive, Medina MN 55340  
Telephone: (612) 596-0410  
E-Mail: [Zachary.Rothstein@hennepin.us](mailto:Zachary.Rothstein@hennepin.us)

### 7.3. The City's Authorized Representative will be:

Name, Title: Mark Kaltsas, City Administrator (or successor)  
Address: 1920 County Road 90, Independence, MN 55359  
Telephone: (612) 567-8786  
E-Mail: mkaltsas@ci.independence.mn.us

## 8. Assignment; Amendments; Waiver; Contract Complete

- 8.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 8.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 8.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State, the City, and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 9. Liability; Worker Compensation Claims

- 9.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City and the County.

9.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

**10. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

**11. Title VI/Non-discrimination Assurances**

The City and the County agree to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). The City and the County will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the City's and the County's compliance with this provision. The City and the County must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making City and County staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

**12. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the City's and the County's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**13. Government Data Practices**

The City, County, and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City and the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City, the County, or the State.

**14. Telecommunications Certification.**

By signing this agreement, the City and the County certify that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), the City and the County do not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The City and the County will include this certification as a flow down clause in any contract related to this agreement.

**15. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**16. Termination; Suspension**

16.1. **By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties.

MnDOT Contract No: 1045159  
Hennepin County Agr. No: PW 01-40-21

**16.2. Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City and the County.

**16.3. Suspension.** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

#### **17. Force Majeure**

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

MnDOT Contract No: 1045159  
Hennepin County Agr. No: PW 01-40-21

**HENNEPIN COUNTY**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

**ATTEST:**

By: \_\_\_\_\_  
(Deputy/Clerk of the County Board)

Date: \_\_\_\_\_

**REVIEWED BY  
THE COUNTY ATTORNEY'S OFFICE:**

By: \_\_\_\_\_  
(Assistant County Attorney)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Chair of its County Board)

Date: \_\_\_\_\_

And: \_\_\_\_\_  
(County Administrator)

Date: \_\_\_\_\_

And: \_\_\_\_\_  
(Assistant County Administrator, Public Works)

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL**

By: \_\_\_\_\_  
(County Highway Engineer)

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL**

By: \_\_\_\_\_  
(Department Director, Transportation Operations)

Date: \_\_\_\_\_

**INCLUDE COPY OF RESOLUTION APPROVING THE  
AGREEMENT AND AUTHORIZING ITS EXECUTION.**

MnDOT Contract No: 1045159  
Hennepin County Agr. No: PW 01-40-21

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: \_\_\_\_\_  
(District Engineer)

Date: \_\_\_\_\_

Approved: \_\_\_\_\_

By: \_\_\_\_\_  
(State Design Engineer)

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

Date: \_\_\_\_\_

**CITY OF INDEPENDENCE**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**PRELIMINARY SCHEDULE "I"**

**Agreement No. 1045159**

**Hennepin County**

S.P. 2713-122 ( T.H. 12=010)

Preliminary: December 14, 2020

S.A.P. 027-690-002

Fed. Proj. NHPP-HSIP 0012(319)

Grading, bituminous and concrete paving, concrete retaining wall, ADA improvements, and lighting construction to start approximately April 2021 under

State Contract No. \_\_\_\_ with \_\_\_\_

located on Trunk Highway No. 12 from 1615 feet west of County State Aid Highway No. 90 to 1723 feet west of County State Aid Highway No. 90

located on County State Aid Highway No. 90 from 347 feet south of Trunk Highway No. 12 to 614 feet north of Trunk Highway No. 12

**COUNTY COST PARTICIPATION**

S.A.P. 027-690-002 Work Items, From Sheet No. 4

583,187.58

Construction Engineering (8%)

46,655.01

(1) Total County Cost

**\$629,842.59**

**DRAFT**

(1) Amount of advance payment as described in Article 6 of the Agreement (estimated amount)

(1) 100% COUNTY  
(P) = PLAN QUANTITY

1045159

ITEM NUMBER	S.A.P. 027-690-002 WORK ITEMS	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.07	243,089.44	17,016.26
2031.502	FIELD OFFICE TYPE D	EACH	0.07	23,566.97	1,649.69
2101.524	GRUBBING	TREE	2.00	161.52	323.04
2104.502	REMOVE CONCRETE APRON	EACH	1.00	398.00	398.00
2104.502	REMOVE METAL APRON	EACH	2.00	261.46	522.92
2104.502	REMOVE SIGN TYPE C	EACH	7.00	55.44	388.08
2104.502	REMOVE SIGN TYPE D	EACH	2.00	106.45	212.90
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	118.00	1.51	178.18
2104.503	REMOVE METAL CULVERT	LIN FT	60.00	15.44	926.40
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	2,152.00	5.08	10,932.16
2104.504	REMOVE BITUMINOUS SHOULDER PAVEMENT	SQ YD	664.00	2.27	1,507.28
2104.601	HAUL SALVAGED MATERIAL	LUMP SUM	1.00	1,550.00	1,550.00
2105.504	GEOTEXTILE FABRIC TYPE 5	SQ YD	3,033.00	1.90	5,762.70
2105.607	COMMON BORROW SPECIAL (CV)	CU YD	290.00	56.39	16,353.10
2106.507	EXCAVATION - COMMON (P)	CU YD	5,981.00	10.22	61,125.82
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	2,541.00	17.00	43,197.00
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	2,642.00	5.46	14,425.32
2118.507	AGGREGATE SURFACING (CV) CLASS 2	CU YD	15.00	64.87	973.05
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	1,125.00	30.06	33,817.50
2301.602	DRILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)	EACH	48.00	13.66	655.68
2331.603	JOINT ADHESIVE	LIN FT	2,498.00	0.32	799.36
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	80.00	60.77	4,861.60
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	169.00	66.56	11,248.64
2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (4,B)	TON	557.00	53.83	29,983.31
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (4,F)	TON	686.00	69.55	47,711.30
2451.507	GRANULAR BACKFILL (CV)	CU YD	219.00	11.99	2,625.81
2451.507	COARSE FILTER AGGREGATE (CV)	CU YD	272.00	56.80	15,449.60
2501.502	15" RC PIPE APRON	EACH	1.00	1,050.81	1,050.81
2501.502	24" RC PIPE APRON	EACH	1.00	1,065.40	1,065.40
2501.502	22" SPAN RC PIPE-ARCH APRON	EACH	1.00	700.00	700.00
2501.502	28" SPAN RC PIPE-ARCH APRON	EACH	1.00	1,062.50	1,062.50
2503.503	22" SPAN RC PIPE-ARCH SEWER CLASS IVA	LIN FT	22.00	75.00	1,650.00
2503.503	15" RC PIPE SEWER DESIGN 3006	LIN FT	144.00	58.85	8,474.40
2503.503	15" RC PIPE SEWER DESIGN 3006 CLASS IV	LIN FT	81.00	44.34	3,591.54



(1) 100% COUNTY  
(P) = PLAN QUANTITY

1045159

ITEM NUMBER	S.A.P. 027-690-002 WORK ITEMS	UNIT	QUANTITY	UNIT PRICE	COST (1)
2503.503	18" RC PIPE SEWER DESIGN 3006	LIN FT	54.00	58.65	3,167.10
2503.503	24" RC PIPE SEWER DESIGN 3006	LIN FT	116.00	74.17	8,603.72
2503.503	24" RC PIPE SEWER DESIGN 3006 CLASS IV	LIN FT	47.00	84.00	3,948.00
2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	1.00	4,500.00	4,500.00
2506.502	CASTING ASSEMBLY	EACH	8.00	874.74	6,997.92
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN F	LIN FT	12.90	404.68	5,220.37
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LIN FT	13.80	499.40	6,891.72
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	LIN FT	2.70	447.19	1,207.41
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN FT	3.80	693.62	2,635.76
2521.518	4" CONCRETE WALK	SQ FT	1,959.00	6.28	12,302.52
2521.518	6" CONCRETE WALK	SQ FT	1,706.00	9.18	15,661.08
2531.503	CONCRETE CURB AND GUTTER DESIGN S524	LIN FT	944.00	34.81	32,860.64
2531.618	TRUNCATED DOMES	SQ FT	308.00	48.97	15,082.76
2540.602	MAIL BOX SUPPORT	EACH	1.00	142.29	142.29
2545.501	LIGHTING SYSTEM	LUMP SUM	0.30	91,500.00	27,450.00
2554.502	GUIDE POST TYPE B	EACH	9.00	70.04	630.36
2563.601	TRAFFIC CONTROL	LUMP SUM	0.07	150,000.00	10,500.00
2564.518	SIGN PANELS TYPE C	SQ FT	184.00	37.91	6,975.44
2564.518	SIGN PANELS TYPE D	SQ FT	123.00	39.01	4,798.23
2564.602	DELINEATOR / MARKER PANEL	EACH	2.00	35.00	70.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	15.00	172.79	2,591.85
2573.502	CULVERT END CONTROLS	EACH	3.00	147.33	441.99
2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	1,423.00	2.99	4,254.77
2574.505	SUBSOILING (P)	ACRE	1.60	427.38	683.81
2574.505	SOIL BED PREPARATION (P)	ACRE	1.60	239.30	382.88
2574.507	ROOTING TOPSOIL BORROW	CU YD	109.00	55.68	6,069.12
2574.507	FILTER TOPSOIL BORROW	CU YD	282.00	62.39	17,593.98
2574.508	FERTILIZER TYPE 3	POUND	343.00	0.89	305.27
2574.508	FERTILIZER TYPE 4	POUND	85.50	0.75	64.13
2575.505	SEEDING (P)	ACRE	1.70	399.24	678.71
2575.505	WEED SPRAYING	ACRE	0.80	270.84	216.67
2575.506	WEED SPRAY MIXTURE	GALLON	0.80	204.49	163.59
2575.508	SEED MIXTURE 25-131	POUND	199.00	3.24	644.76
2575.508	SEED MIXTURE 25-141	POUND	8.00	4.39	35.12

(1) 100% COUNTY

1045159

[illegible]

**CITY OF INDEPENDENCE**

**RESOLUTION**

IT IS RESOLVED that the City of Independence enter into MnDOT Agreement No. 1045159 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance and future pond maintenance costs by the City upon, along, and adjacent to Trunk Highway No. 12 from 1615 feet west of County State Aid Highway No. 90 to 1723 feet east of County State Aid Highway No. 90 under State Project No. 2713-122 (T.H. 12=010).

IT IS FURTHER RESOLVED that the Mayor and the \_\_\_\_\_  
(Title)  
are authorized to execute the Agreement and any amendments to the Agreement.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Independence at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

## HENNEPIN COUNTY

### RESOLUTION

IT IS RESOLVED that Hennepin County enter into MnDOT Agreement No. 1045159 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the County to the State of the County's share of the costs of the roundabout, lighting and pond construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 12 from 1615 feet west of County State Aid Highway No. 90 to 1723 feet east of County State Aid Highway No. 90 under State Project No. 2713-122 (T.H. 12=010).

IT IS FURTHER RESOLVED that the \_\_\_\_\_  
(Title)  
and the \_\_\_\_\_  
(Title)  
are authorized to execute the Agreement and any amendments to the Agreement.

### CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Hennepin County at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

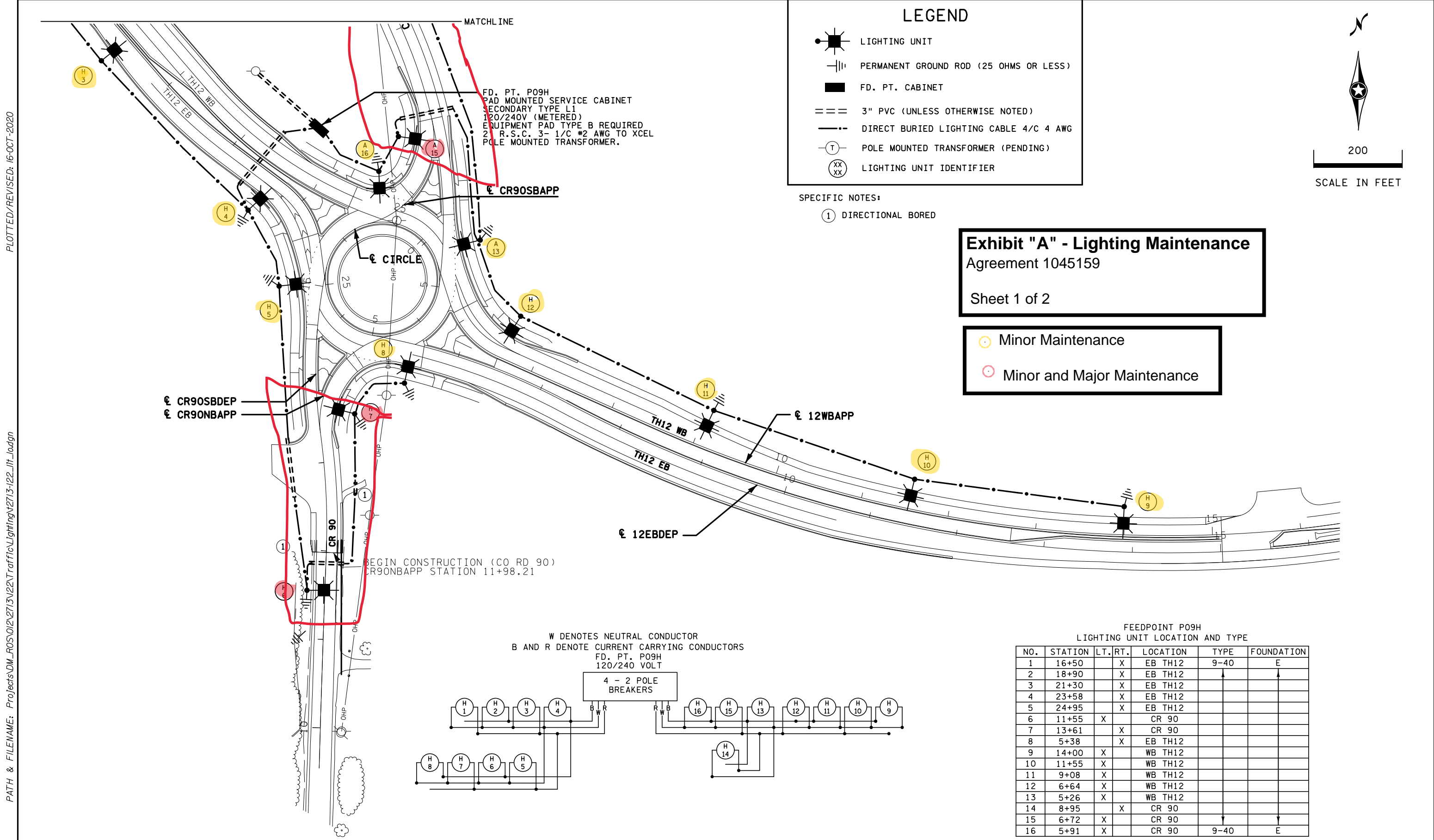
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)






DISTRICT #: Metro  
PLOT NAME: 12713-122\_Lit\_10  
PATH & FILENAME: Projects\DM\_POS\012\2713\22\Traffic\Lighting\2713-122\_Lit\_10.dgn



S.A.P. 027-690-002


BY	DATE	REVISIONS	FEEDPOINT: P09H	LOCATION: CSAH 90	LIGHTING PLAN		
			METER ADDRESS: PENDING				
DRAWN BY:PB			CKD BY:JDC	CERTIFIED BY <u>Michael P. Lubensky</u>	LIC. NO. <u>19863</u>	DATE: <u>16-OCT-2020</u>	STATE PROJ.NO. 2713-122 (T.H. 12) SHEET NO. SL4 OF SL5 SHEETS
			LICENSED PROFESSIONAL ENGINEER				

DISTRICT #: Metro  
IPLOT NAME: 12713-122\_Lit\_10  
PATH & FILENAME: Projects\DM\_POS\012\2713\122\Traffic\Lighting\2713-122\_Lit\_10.dgn




LEGEND  
LIGHTING UNIT  
PERMANENT GROUND ROD (25 OHMS OR LESS)  
3" PVC (UNLESS OTHERWISE NOTED)  
DIRECT BURIED LIGHTING CABLE 4/C 4 AWG  
LIGHTING UNIT IDENTIFIER


Exhibit "A" - Lighting Maintenance  
Agreement 1045159  
Sheet 2 of 2



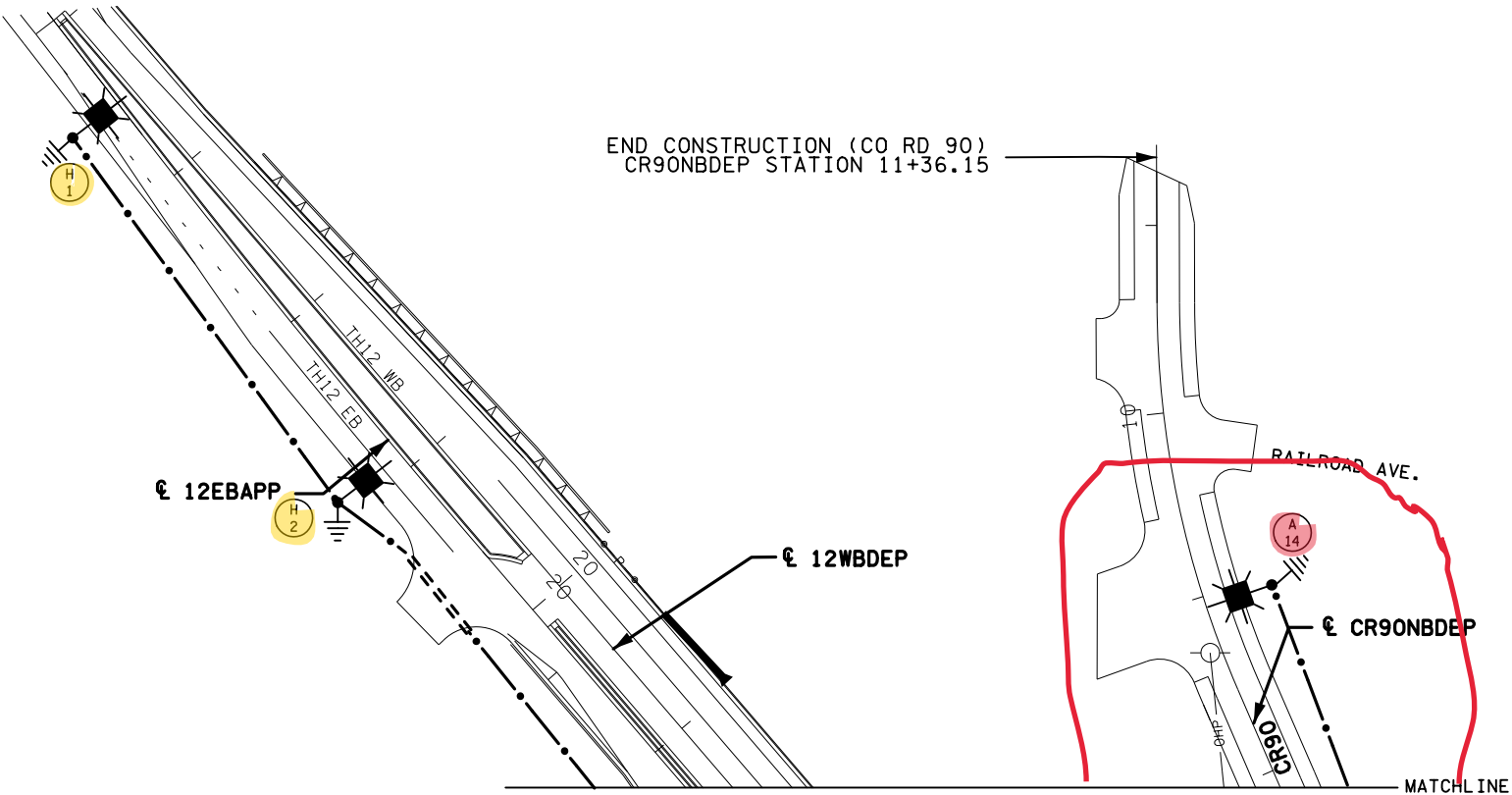
Minor Maintenance  




Minor and Major Maintenance

  
200  
SCALE IN FEET

CITY OF INDEPENDENCE  
HENNEPIN CO.



BY	DATE	REVISIONS	FEEDPOINT: P09H	LOCATION: CSAH 90	LIGHTING PLAN	
			METER ADDRESS: PENDING			
			CERTIFIED BY 	LIC. NO. 19863	DATE: 16-OCT-2020	STATE PROJ.NO. 2713-122 (T.H. 12) SHEET NO. SL5 OF SL5 SHEETS
DRAWN BY: PB		CKD BY: JDC	LICENSED PROFESSIONAL ENGINEER			

DISTRICT #: Metro  
I/PLOT NAME: d2713122\_cpshf2  
FILENAME: Projects\DM\_R05\012\2713122\Design\Plan\Sheet's\2713122\_cpshf2.dgn  
PLOTTED/REVISED: 1-SEP-2020

CITY OF INDEPENDENCE  
HENNEPIN CO.

LEGEND

CONCRETE PAVEMENT 8"

4" CONCRETE WALK

6" CONCRETE WALK

BITUMINOUS TRAIL  
TYPE SP 9.5 WEARING COURSE (3,C)

SODDING TYPE SALT TOLERANT

SITE X

AREAS OF ENVIRONMENTAL  
SENSITIVITY

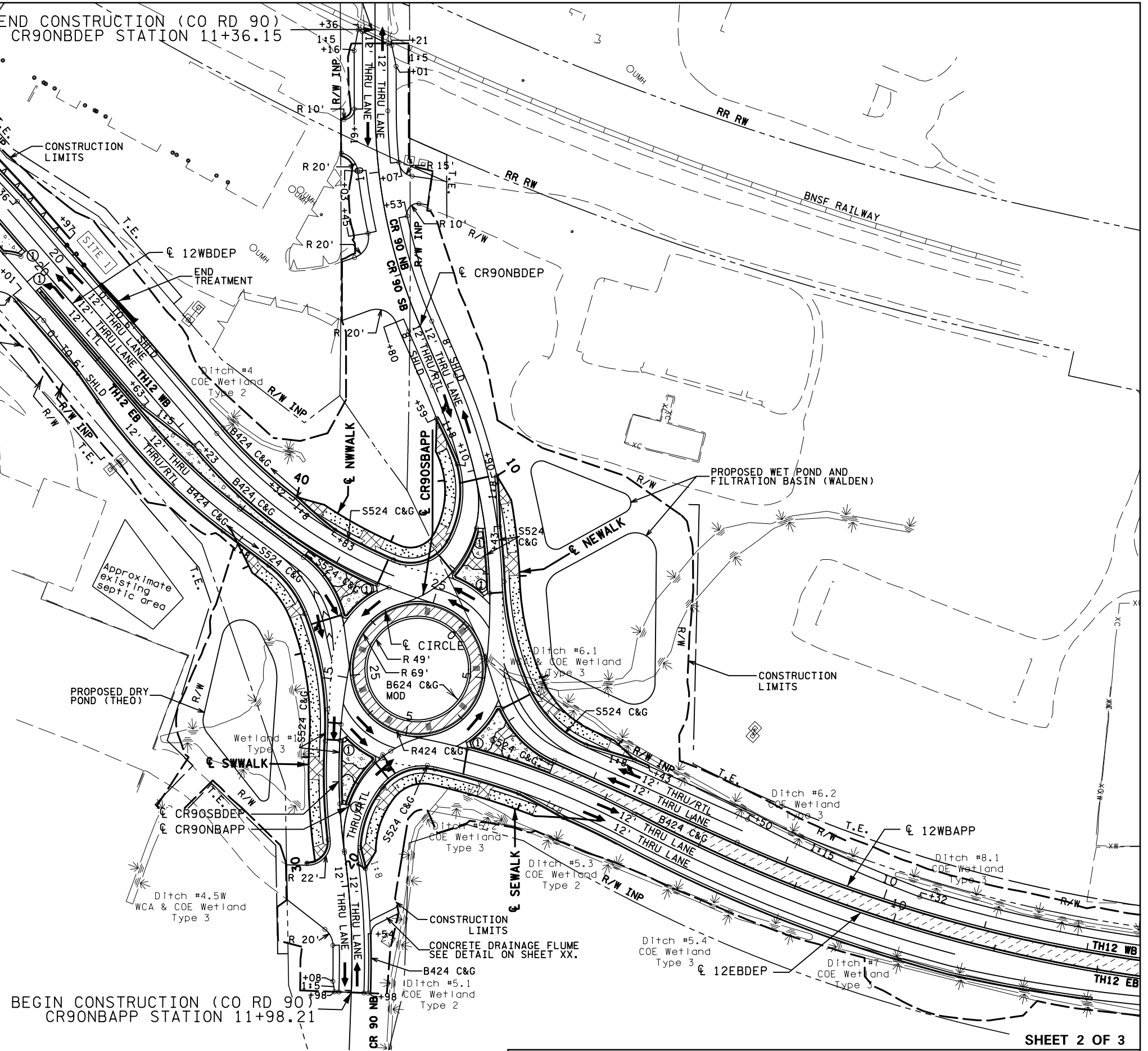
TRAFFIC FLOW ARROW

RETAINING WALL

TRAFFIC BARRIER DESIGN TYPE 31

TRAFFIC BARRIER WORK SITE SEE  
TABULATIONS FOR ADDITIONAL PAY ITEMS

GENERAL NOTES:  
FOR ADA, RADIUS, AND GUTTER PROFILE POINTS  
SEE INTERSECTION DETAILS ON SHEET NO 42 - 47 .  
① CONSTRUCT CONCRETE APPROACH NOSE.  
STANDARD PLATE 7113.



SHEET 2 OF 3

CONSTRUCTION PLAN