



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 SEPTEMBER 7, 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 August 17, 2021, Regular City Council Meeting.
  - b. Approval of City Council Minutes from the August 25, 2021, City Council Workshop.
  - c. Approval of Accounts Payable; (Batch #1 Checks Numbered 20673-20683, Batch #2 Checks Numbered 20685-20719, Check # 20684 was voided).
  - d. Approval of Pay Application #9 from Rochon Corporation.
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. Jessie Koch (Applicant) and Christopher Leines (Owner) are requesting the following actions for the property generally located near the northwest corner of County Road 11 and Lake Sarah Drive and identified by (PID No. 02-118-24-34-0003) in the City of Independence, MN:
  - a. **RESOLUTION No. 21-0907-01:** Considering approval of a minor subdivision to permit the creation of a new lot on the subject property.

8. **PUBLIC HEARING:** Consideration of Conduit Bond Issuance.
  - a. **RESOLUTION 21-0907-02:** Considering the authorization of the issuance, sale and delivery of charter school lease revenue bonds for New Brighton Global Academy in New Brighton.
9. 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. **RESOLUTION 21-0907-03:** The City Council is being asked to approve the cooperative agreement and authorize the Mayor and City Administrator to execute the agreement.
10. Open/Misc.
11. Adjourn.

MINUTES OF A REGULAR MEETING OF THE  
INDEPENDENCE CITY COUNCIL  
TUESDAY, AUGUST 17, 2021 –6:30 P.M.  
Police Dept. Conference Room

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, Betts, McCoy and Grotting  
ABSENT: City Attorney Vose  
STAFF: City Administrator Kaltsas, Assistant to Administrator  
Horner

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 August 3, 2021, Regular City Council Meeting.
- b. Approval of Accounts Payable; (Batch #1 Checks Numbered 20635-20638, Batch #2 Checks Numbered 20639-20672).
- c. Approval of Pay Application #8 from Rochon Corporation.
- d. Approval of Chip Sealing Bid for 2021.

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

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

Johnson added appointing alternate planning commissioners.

**Motion by Spencer, second by Betts to approve the appointing of Planning Commissioners Alternates J.P. Story and Hal Tearse. Ayes: Johnson, Spencer, McCoy, Grotting and Betts. Nays: None. Absent: None. Abstain. None. MOTION DECLARED CARRIED.**

6. REPORTS OF BOARDS AND COMMITTEES BY COUNCIL AND STAFF

**Betts attended the following meetings:**

1

City of Independence  
City Council Meeting Minutes  
6:30 p.m. August 17, 2021

- National Night to Unite (3)

**McCoy attended the following meetings:**

- National Night Unite (3)
- Loretto Fire Dept

**Grotting attended the following meetings:**

- Planning Commissions
- National Night Out (1)

**Spencer attended the following meetings:**

- Planning Commissions

**Johnson attended the following meetings:**

- National Night Out (6)
- Loretto Fire Dept
- National League of Cities – EENR (Virtual)
- Chamber of Commerce
- Senior Community Services Finances (Virtual)
- Small Cities NLC (Virtual)
- NW Trail Picnic
- American Experiment

**Horner attended the following meetings:**

- Planning Commissions
- BKV

**Kaltsas attended the following meetings:**

- Loretto Fire Dept
- MnDOT
- Planning Commissions
- BKV

**7. West Hennepin Public Safety Director Gary Kroells: Presentation of the July 2021 Activity Report.**

Kroells states that Night to Unite went extremely well. Having 8 in our community was a great number of hosting homes. We will push for bigger and stronger for next year as well. Normally we only get 3 in Maple Plain and we had 7.

For the month of July, there were 212 citations.

Tour-de-Tonka went much better than expected with the traffic lights in place with the road construction. Highway 12 and County Road 90 should re-open on September 17, 2021.

- For a complete report see the packet for tonight's meeting



8. Richard Wood (Applicant/Owner) is requesting the following actions for the property located at 5233 Lake Sarah Heights Drive (PID No. 01-118-24-24-0023) in the City of Independence, MN:

- a. **RESOLUTION No. 21-0817-01** – Considering approval of a variance to allow a reduced front yard setback related to the construction of a new home on the subject property.

Kaltsas states that the council recognizes this property as being vacant and that there is a known wetland on the property. They question the extent of this wetland. Applicant approached the city early this year about constructing a new home on the property. The challenges with this property is that a wetland delineation would be needed to determine the buildable area. The lot has a single sewer stub available and would be capable of being connected to the city sewer. Once the applicant was able to determine the wetland extent, there was further discussion of building a new home and detached accessory building on the property. The applicant came forward with a plan to build a principal structure, which in previous conversation was the detached accessory structure that they would like to build first on the property, bring it into compliance with the criteria they would need to meet for a single-family home in the city, utilize it as a residential dwelling and construct a single family home on the property in the future and change this building into the detached accessory building.

The setback has been in question since the front yard setback should be 85' from the centerline or 50' from the right of way, whichever is greater. The applicant was instructed to review the ordinance. The city issued a permit for this structure from a substitute inspector, the structure was approved which was 10' less than the setback requirements. The city issued a stop-work order to review the plans. Planning commission reviewed this variance and applicant gathered a signed petition from adjacent property owners approving of the detached accessory building. There is a slope on the property that would cause many issues and hardship for the property owners.

Kaltsas says granting a variance could be applied and recommends approving a variance with the findings found in the resolution such as the structure to be in its current location, with setback 9.9' reduction. Any alterations would have to be compliant. This doesn't create a new setback; it would only apply to the current structure. Any other structure built on the property in the future would have to abide by current setback requirements.

Spencer asks about the staircase that comes down from the structure into the 18' side setback which may need a variance as well on that side of the structure or would need to be redrawn.

Wood states that he has pulled the garage more to the left to face down the channel. That will grant him the required side setback to allow the stairs in the current drawing. Johnson states that there is a resolution to approve the variance for Wood.

**Motion by Betts, second by McCoy to approve the resolution of granting a variance to allow a reduced front yard setback. Ayes: Johnson, Grotting, McCoy, Betts, and Spencer. Nays: None. Absent: None. None. Abstain. None. MOTION DECLARED CARRIED.**

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

- a. Concept plan review relating to the proposed subdivision of the subject property. The concept plan proposes 34 single-family residential lots.

Kaltsas explains that this is a cluster development in rural residential on 140 acres. It is comprised of 5 individual properties on both the North and South sides of Kochs Crossing. It would have to be rezoned from agriculture to rural residential and they would have to consider a conditional use permit to allow proposed cluster development and consider preliminary and final plat. There is a density table in our rural residential for the number of lots allowed on so many acres. In a cluster development, 50% of land needs to be open space, 50% of that 50% has to be usable space. Kochs are asking to subtract 9 acres of right of way and then calculate the 50% calculation on what is left. Planning commission would like to be able to look at it in the case of the ordinances based on their final decision on how to move forward.

Betts asks about who is going to care for the open space and outlots. Kaltsas believes that the planning commission will review the ordinance to come up with some solutions. Koch asks if they have to abide by open spaces along the way or as a whole. Kaltsas says, yes, it would have to apply as they develop in the phases from right from the start. Also, wetland delineation would need to be completed and storm water.

Kroells states that the pond in Outlot E is a great hunting area. He asks what the rules and regulations would be for hunting in concern with the houses being so close by. Johnson questions the Kochs on what their plan is as far as hunting on the outlots. Tom Koch says that they would work with their HOA to get covenants in place to restrict hunting in these areas.

Tom Koch states that they would like to subtract the road to get a few more lots on the property. He explains that the goal is to have the same amount of open space as the real estate.

Spencer notes that the traffic through Brei Kessel may be a negative impact on the residents. The preferred start would be from Kochs Crossing instead and work towards the South. They would also keep construction traffic down and out of the Brei Kessel residences by coming in from the North. Tom Koch says they would also like to start development in phases from the North. They may be able to avoid the high cost of roadwork that would need to be done by starting from the South.

**Motion by McCoy, second by Betts to direct staff and Planning Commission to review cluster development ordinances. Ayes: Johnson, Grotting, McCoy, Betts, and Spencer. Nays: None. Absent: None. None. Abstain. None. MOTION DECLARED CARRIED.**

10. National Honors Society Project Proposal and Presentation – Pioneer Creek Park Kiosk Renovation and Butterfly Garden (Christian Eichers).

Spencer explains that the signage is very faded and updating the signage for more funding to get a better-quality weather resistant material. Johnson agrees that more funds would help to get something more permanent instead of having to replace the signage every few years. Spencer recommends offering \$1,200 to update the signage for something more durable and permanent.

**Motion by Grotting, second by Betts to fund Christian a maximum budget of \$1,200 to renovate the kiosk structure to a more permanent signage. Ayes: Johnson, Grotting, McCoy, Betts, and Spencer. Nays: None. Absent: None. None. Abstain. None. MOTION DECLARED CARRIED.**

11. Open/Misc.

12. Adjourn.

**Motion by Spencer, second by Grotting to adjourn at 8:03 p.m. Ayes: Johnson, Grotting, McCoy, Betts, and Spencer. Nays: None. Absent: None. None. Abstain. None. MOTION DECLARED CARRIED.**

\_\_\_\_\_  
Respectfully Submitted,  
Amber Simon / Recording Secretary

DRAFT

DRAFT

DRAFT

MINUTES OF A WORK SESSION OF THE  
INDEPENDENCE CITY COUNCIL  
WEDNESDAY, AUGUST 25, 2021–7:00 A.M.  
(West Hennepin Public Safety Conference Room)

1. CALL TO ORDER.

Pursuant to due call and notice thereof, a work session of the Independence City Council was called to order by Mayor Johnson at 7:00 a.m.

2. ROLL CALL

PRESENT: Mayor Johnson, Councilors Betts, Spencer, Grotting, and McCoy  
ABSENT: None  
STAFF: City Administrator Kaltsas, Assistant to Administrator Horner,  
VISITORS: WHPS Chief Kroells, Steve McDonald (ABDO)

3. General Administration

- a. 2022 Budget/Finance
  - o Preliminary Budget and Levy Review/Discussion
    - Police/Fire Budget Updates
- b. City Hall Facility Renovations Updates
- c. American Rescue Plan Act – Covid Funding Allocation Discussion

Kaltsas stated the goal that the City has been trying to achieve is to keep the tax rate flat. Kaltsas has started putting together Council's increase which would be 15% over the next couple of years to come into line with neighboring cities. Overall, the budget reflects a 4.43% increase with a \$134,000 increase year over year in the general budget for the city. A large portion of that budget, approximately \$135,000 would be a police increase. We're funding a Public Works capital budget of \$60,000. We're also continuing to fund the Capital improvement for the streets to include drain tiling and seal coating, which is about \$100,000.

Kroells addressed the police budget. He's been talking with Steve McDonald from ABDO about working on the next 3-year projections. Approximately 83% of the budget is for the staff. They are expecting two staff members to retire within the next 24 months which will help the budget. Kroells states that before they even went into the budget with salary increases, medical insurance, and line items such as squad car expenses, fuel, they were \$58,000 behind. They no longer have the surplus that they had a few years ago. The police department used surplus funds and applied it to the budget, which they can no longer do. That puts them about \$34,000 behind. They have also been using their crime prevention account to help the councils with balancing the budget. That money is gone now because it was forfeitures.

Grotting asked how long ago they stopped writing admin citations, and did it really affect the budget when they were no longer able to collect on those citations. Kroells states that they still write admin tickets for city ordinances that are not city statutes. Every ticket or citation written they get a small percentage back, but that money goes back to the cities. They must pay prosecution costs, so it is basically a wash. Fees for the tickets and citations are already predetermined by the state and county so they cannot be changed. Kaltsas states that they do get overweight truck fines directly to the city. Spencer asks about the size of the

department in comparison to the community they serve. Kroells says that he thinks the size of the department is good, but he doesn't want to sacrifice the officer's salary, insurance, etc due to the lack of good workers. The officers are overworked and working long hours due to lack of officers. Grotting suggests the volunteers to take on some of the tasks in the police department to save some money. Kroells says there is a large issue getting the volunteers to work events or have them available when they need something done due to volunteers having alternate jobs to work around.

Spencer asks if it is reasonable for WHPS to stay involved in the West Metro Drug Task Force. The forfeitures helped off set about 1/3 of the costs. Kroells states he would like to stay as a participant in this. Drugs are out of control especially methamphetamine. Also, Kroells says that he has looked at every line item trying to save money where he can and in doing so, it would come down to taking away things from his employees such as less attractive medical insurance plans, which has caused a lot of upset employees. He does not see the benefit to taking things from employees versus having a small increase in budget to keep employees feeling valuable. Spencer says that because of the environment, the last thing they need to be doing is taking away from the employees. There are far less applicants with the way police are viewed right now and people qualified to do the job given the nature of the work, so making the job less attractive is not a good idea.

Spencer asks McDonald to address the Capital improvement program that they are proposing to the city. McDonald says they carry a 10% maximum working capital reserve. They are currently at 9%. The capital plan comes down to 4-5 things. Employees that retire bank sick and vacation time that would need to be paid out in addition to the 3% wage increases. The line items are nonnegotiable items that are not able to be adjusted due to needs. Kaltsas asks if there is a way we can use some of our ARP funds for a one time reserve and do an infrastructure for internet. McDonald says it needs to be an eligible expense and if Kroells can create an eligible expense, then it is possible. Spencer suggests that the ambulance pole shed may have an eligible expense. Grotting also suggest possibly adding a line item doing a multi city drug task force for a COVID related expense.

Grotting asks if a police contract model works differently than a ownership model from an accounting perspective. Kroells states that the contract model is 10 years with a 3% increase each year. Kaltsas says that if there was an annual 3% increase each year they would not be having this conversation. Kaltsas says that the city of Independence is growing and if the city added 100 more houses, they are not going to require additional resources, but it will bring in more funding.

Kaltsas explains the ranking of WHPS as being in the 7<sup>th</sup> place out of 11 cities. Kroells says two years ago they were in 4<sup>th</sup> place. He explains that at that time they had asked for a 4% increase from the City and even with that 4% increase, they dropped to 7<sup>th</sup> on the scale. Kroells states that ARP says the money can be used to give bonuses to employees, however it is just a one-time thing. Grotting asks how their vacation time works. Kroells says employees can only carry over as much as you can earn in one year. Kaltsas asks what the sick pay is. Kroells says they earn 8 hours a month, 96 hours a year, it caps out at 960 hours, but you can take 960 hours of sick time and get paid out 1/3 of that if you have worked less than 20 years and 1/2 of it over 20 years.

Kroells describes a formula that has worked for years. He says that Independence takes 61% of the calls for service but pays for 68%. Maple Plain take 39% of the calls and paying for 32%. Maple Plain is getting a much better deal. Maple Plain uses the city of Independence more per dollar.

Johnson says that the Common bond is subsidized. Spencer asks if they are getting body cams. Kroells says they are already ordered. Grotting asks what about the chief driving squad cars for repairs. Spencer says the seasonal employees may be able to run these errands. Spencer asks what would happen if they tell Maple Plain that they are out and on their own. Is this a better overhead cost to bring the police just to us? Kroells said this may be a good time to do that that. Spencer says we may need to eat \$100,000 to get back on track. Kaltsas asks if Medina would take on Maple Plain. Betts says that the two mayors get along well and

that is very possible. Kroells asks about getting a 3<sup>rd</sup> person on the police commission since they are paying 2/3 of the bill. Johnson says he thinks it is going to be a PR nightmare. Betts says that we should show them the options about pulling out and doing a contract with Maple Plain. Kroells says that both commissioners in Maple Plain approve of the police. Kaltsas says lets talk about the ARP money which is an option or we say no and look at other models that Maple Plain may be interested in. McCoy says that kicking CIP hurt us now because we have this by increase.

Betts asks what Maple Plain's big expense is and Kaltsas responds that it is their roads. Kroells says that Maple Plain feels that they have police all over all the time. Betts says it is important that Maple Plain knows the battles the police commission is having with their inability to pay. Their priority should be their roads and to be reminded of the importance of the police. Spencer says that over the next few years, to attract police officers to join the line of work, the price is going to go up. It is going to get worse.

Johnson asks how the Lance Gyllenblad situation effects the city? Kaltsas states that Hennepin County did not notify the applicant and it was found by looking on the website and noticing that his name was not listed. Hennepin County said he did not meet the requirements by filling out all the information. The only item missing was his phone number. A letter was sent out to the applicant notifying him of the denial from the City of Independence. To run for state office in the state of Minnesota, you need to provide a phone number.

Kaltsas announces that the Hamel fire department is going to fold into the Loretto fire department. They are going to become a GPA with a goal to create a taxing district. Johnson states that he talked with a Loretto fireman that said they wanted to keep it undercover at this time. Kaltsas states that they are going to keep in mind what a budget might look like if Independence joined with Loretto and Hamel. If we combined with Hamel, it makes the model numbers look much better and efficient to provide fire service to us and everyone else. Grotting asks why is it a good idea for fire departments to consolidate but not police? Kaltsas explains that it is capital intensive.

Johnson asks about the American Rescue Plan Act. Kaltsas says that broadband would be great for Independence. We could spend it on sewer. Jonson says we want to make sure that we spend it all. Spencer says Greenfield used Midcon if Mediacom is not willing to service our area. Kaltsas says we could use Midcon and Mediacom. Spencer says that we could put the whole structure of the ambulance facility into that funding. Kaltsas said the fore departments asked for some money and some other organizations within the community. We will have \$402,000 over 2 years. Johnson said he went to the Orono school board meeting and 100 people were present. Main issues there were masking and critical race theory and changing the election from odd years to even years. Most issues revolved around Covid regulations.

Spencer states that Mark has done a remarkable job as the City Administrator and how much he really appreciates him.

The Workshop adjourned at 9:00 a.m.

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Respectfully Submitted,  
Amber Simon/ Recording Secretary





ARCHITECTURE INTERIOR DESIGN LANDSCAPE ARCHITECTURE ENGINEERING

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

August 31st, 2021

Dear Mark,

We have received Payment Application #9 from Rochon Corporation for the Independence City Hall Renovation, with cover letter dated August 5th, 2021. We have reviewed the application against work completed and documented work stored within the invoice period listed on the application and recommend payment of current payment due, less a portion of the amount requested this month for the HVAC category. This is due to pending issues with humidity and water infiltration and possible need to backcharge against the contract for those in the future if issue is not satisfactorily resolved. Reduction in the recommended amount paid this period for the HVAC category brings the total closer to 75% completion rather than the 97.73% requested to account for ongoing issues with RTU's and possible ductwork repairs. Per Rochon message dated 8/32/2021 a proposed solution to these issues is forthcoming. The total also includes a revision to the Payment Application to restore \$9,800.00 from the Electrical category from payment application #8, that was omitted in error. Total recommended to be paid for Application #9 is \$107,139.02.

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

Thanks,

A handwritten signature in blue ink, appearing to read 'A. Enright', written over a light blue circular stamp.

Anthony Enright, Assoc. AIA

Senior Associate, Project Manager

BKV Group



Suite 200  
28 2nd St NW  
Osseo, MN 55369  
Office 763.559.9393  
Fax 763.559.8101  
www.rochoncorp.com

August 5, 2021

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

Re: Pay Application for Independence City Hall

Dear Mark:

Enclosed is our ninth Application for Payment of work performed through July 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".

Trevor Bisping  
Project Manager

TB/glb  
Enclosures

**WAIVER OF CONSTRUCTION LIEN PAYMENT**

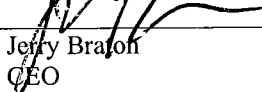
August 1, 2021

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 TWENTY ONE THOUSAND TWENTY TWO & 03/100 DOLLARS (\$121,022.03).

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

Company Name Rochon Corporation

By  \_\_\_\_\_  
Jeffrey Braton  
Its CEO

Contractor Waiver Form

**TO OWNER/CLIENT:**

City of Independence

**PROJECT:**

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

**APPLICATION NO: 9**

**INVOICE NO: 9**

**PERIOD: 07/01/21 - 07/31/21**

**PROJECT NO: 2017**

**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 DATE:**

**CONTRACT FOR:** Independence City Hall Renovations Prime Contract

**CONTRACTOR'S APPLICATION FOR PAYMENT**

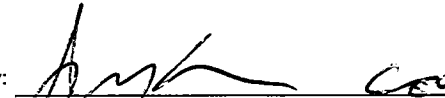
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$1,721,484.00
2. Net change by change orders	\$112,049.12
3. Contract Sum to date (Line 1 ± 2)	\$1,833,533.12
4. Total completed and stored to date (Column G on detail sheet)	\$1,424,090.79
5. Retainage:	
a. <u>5.00%</u> of completed work	\$71,204.56
b. <u>0.00%</u> of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$71,204.56
6. Total earned less retainage (Line 4 less Line 5 Total)	\$1,352,886.23
7. Less previous certificates for payment (Line 6 from prior certificate)	\$1,231,864.20
8. Current payment due:	\$107,139.02 <del>-\$121,022.03</del>
9. Balance to finish, including retainage (Line 3 less Line 6)	\$480,646.89

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$116,670.37	\$(4,621.25)
Total approved this month:	\$0.00	\$0.00
Totals:	\$116,670.37	\$(4,621.25)
Net change by change orders:	\$112,049.12	

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

State of:

County of:

Subscribed and sworn to before  
me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:

My commission expires:

**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: \$121,022.03

(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:  Date: 08.31.2021

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: 9  
 APPLICATION DATE: 7/25/2021  
 PERIOD: 07/01/21 - 07/31/21

Contract Lines

ITEM NO.	BUDGET 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.O General Requirements.Other	General Conditions	\$191,323.86	\$72,987.98	\$15,328.89	\$0.00	\$88,316.87	46.16%	\$103,006.99	\$4,415.84
2	02-100.S Selective Demolition.Commitment	Selective Demolition	\$57,187.75	\$59,987.75	\$(2,800.00)	\$0.00	\$57,187.75	100.00%	\$0.00	\$2,859.39
3	02-300.S Earthwork.Commitment	Earthwork	\$27,558.00	\$24,973.00	\$0.00	\$0.00	\$24,973.00	90.62%	\$2,585.00	\$1,248.65
4	02-480.S Landscaping.Commitment	Landscaping	\$9,300.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,300.00	\$0.00
5	02-580.S Pavement Marking.Commitment	Pavement Marking	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
6	02-784.S Stone Unit Pavers.Commitment	Stone Unit Pavers	\$10,675.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,675.00	\$0.00
7	02-813.S Lawn Sprinkling and Irrigation.Commitment	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.S Fences and Gates.Commitment	Fences and Gates	\$27,423.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$27,423.00	\$0.00
9	03-300.S Cast In Place Concrete.Commitment	Cast In Place Concrete	\$108,650.00	\$94,783.00	\$0.00	\$0.00	\$94,783.00	87.24%	\$13,867.00	\$4,739.15
10	05-100.M Structural Metals.Materials	Structural Metals	\$18,500.00	\$18,500.00	\$0.00	\$0.00	\$18,500.00	100.00%	\$0.00	\$925.00
11	05-600.S Steel Erection.Commitment	Steel Erection	\$6,900.00	\$6,900.00	\$0.00	\$0.00	\$6,900.00	100.00%	\$0.00	\$345.00
12	06-100.S Rough Carpentry.Commitment	Rough Carpentry	\$26,924.00	\$15,849.00	\$11,075.00	\$0.00	\$26,924.00	100.00%	\$0.00	\$1,346.20
13	06-170.M Structural Wood.Materials	Structural Wood	\$53,977.55	\$53,977.55	\$0.00	\$0.00	\$53,977.55	100.00%	\$0.00	\$2,698.88
14	06-400.S Millwork.Commitment	Millwork	\$97,087.87	\$82,681.02	\$0.00	\$0.00	\$82,681.02	85.16%	\$14,406.85	\$4,134.05
15	07-400.S Roofing and Siding Panels.Commitment	Roofing and Siding Panels	\$105,750.00	\$86,850.00	\$0.00	\$0.00	\$86,850.00	82.13%	\$18,900.00	\$4,342.50
16	07-420.S Wall Panels.Commitment	Wall Panels	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
17	07-500.S Membrane Roofing.Commitment	Membrane Roofing	\$4,500.00	\$789.43	\$0.00	\$0.00	\$789.43	17.54%	\$3,710.57	\$39.47

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
				18	07-530.S Roofing & Sheetmetal.Commitment					
19	07-810.S Skylights.Commitment	Skylights	\$25,470.00	\$6,870.00	\$0.00	\$0.00	\$6,870.00	26.97%	\$18,600.00	\$343.50
20	07-900.S Joint Sealers.Commitment	Joint Sealers	\$1,680.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,680.00	\$0.00
21	08-100.M Hollow Metal & Hardware.Materials	Hollow Metal & Hardware	\$33,600.00	\$32,800.00	\$800.00	\$0.00	\$33,600.00	100.00%	\$0.00	\$1,680.00
22	08-360.S Overhead Doors.Commitment	Overhead Doors	\$12,300.00	\$12,300.00	\$0.00	\$0.00	\$12,300.00	100.00%	\$0.00	\$615.00
23	08-800.S Glazing.Commitment	Glazing	\$160,008.00	\$147,181.00	\$6,930.00	\$0.00	\$154,111.00	96.31%	\$5,897.00	\$7,705.55
24	09-250.S Gypsum Wallboard.Commitment	Gypsum Wallboard	\$163,788.00	\$163,788.00	\$0.00	\$0.00	\$163,788.00	100.00%	\$0.00	\$8,189.40
25	09-300.S Tile.Commitment	Tile	\$44,170.00	\$44,170.00	\$0.00	\$0.00	\$44,170.00	100.00%	\$0.00	\$2,208.50
26	09-500.S Ceilings.Commitment	Ceilings	\$14,000.00	\$11,500.00	\$2,500.00	\$0.00	\$14,000.00	100.00%	\$0.00	\$700.00
27	09-600.S Flooring.Commitment	Flooring	\$45,035.00	\$29,486.69	\$9,340.96	\$0.00	\$38,827.65	86.22%	\$6,207.35	\$1,941.38
28	09-843.S Acoustical Wall Panels.Commitment	Acoustical Wall Panels	\$9,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,500.00	\$0.00
29	09-900.S Paints and Coatings.Commitment	Paints and Coatings	\$21,408.00	\$0.00	\$17,000.00	\$0.00	\$17,000.00	79.41%	\$4,408.00	\$850.00
30	10-200.M Louvers and Vents.Materials	Louvers and Vents	\$13,883.63	\$13,883.63	\$0.00	\$0.00	\$13,883.63	100.00%	\$0.00	\$694.18
31	10-260.M Wall and Corner Guards.Materials	Wall and Corner Guards	\$90.72	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$90.72	\$0.00
32	10-350.M Flagpoles.Materials	Flagpoles	\$403.92	\$403.92	\$0.00	\$0.00	\$403.92	100.00%	\$0.00	\$20.20
33	10-440.S Signage.Commitment	Signage	\$17,950.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,950.00	\$0.00
34	10-520.M Fire Protection Specialties.Materials	Fire Protection Specialties	\$803.52	\$803.52	\$0.00	\$0.00	\$803.52	100.00%	\$0.00	\$40.18
35	10-600.S Partitions.Commitment	Partitions	\$26,454.00	\$24,398.00	\$2,056.00	\$0.00	\$26,454.00	100.00%	\$0.00	\$1,322.70
36	10-800.M Toilet, Bath, and Laundry Specialties.Materials	Toilet, Bath, and Laundry Specialties	\$1,923.13	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,923.13	\$0.00
37	11-452.S Appliances.Commitment	Appliances	\$3,653.60	\$0.00	\$3,653.60	\$0.00	\$3,653.60	100.00%	\$0.00	\$182.68

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		%	(G / C)		
38	12-490.S Window Coverings.Commitment	Window Coverings	\$3,875.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,875.00	\$0.00
39	15-400.S Plumbing.Commitment	Plumbing	\$52,550.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$52,550.00	\$0.00
40	15-500.S HVAC.Commitment	HVAC	\$96,932.25	\$37,724.79	<del>\$57,007.46</del> 33,324.25	\$0.00	\$94,731.95	97.73%	\$2,200.30	\$4,736.61
41	16-000.S Electrical.Commitment	Electrical	\$122,874.00	\$116,475.00	<del>\$0.00</del> 9,800.00	\$0.00	\$116,475.00	94.79%	\$6,399.00	\$5,823.75
42	17-010.O Contingency.Other	Allowance #1	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
43	17-010.O Contingency.Other	Allowance #2	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,800.00	\$0.00
44	17-040.O Profit.Other	Overhead & Profit	\$86,074.20	\$61,700.00	\$8,000.00	\$0.00	\$69,700.00	80.98%	\$16,374.20	\$3,485.00
<b>TOTALS:</b>			<b>\$1,721,484.00</b>	<b>\$1,221,763.28</b>	<b>\$130,891.61</b>	<b>\$0.00</b>	<b>\$1,352,654.89</b>	<b>78.57%</b>	<b>\$368,829.11</b>	<b>\$67,632.76</b>

Change Orders

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E MATERIALS PRESENTLY STORED (NOT IN D OR E)	F TOTAL COMPLETED AND STORED TO DATE (D + E + F)		G %	H (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		%	(G / C)				
45	PCCO#001 Owner Change Order #1	\$60,372.59	\$32,321.00	\$0.00	\$0.00	\$32,321.00	53.54%	\$28,051.59	\$1,616.05		
46	PCCO#002 Owner Change Order #2	\$34,932.66	\$28,761.70	\$0.00	\$0.00	\$28,761.70	82.33%	\$6,170.96	\$1,438.09		
47	PCCO#003 Owner Change Order #3	\$16,743.87	\$13,853.20	\$(3,500.00)	\$0.00	\$10,353.20	61.83%	\$6,390.67	\$517.66		
<b>TOTALS:</b>		<b>\$112,049.12</b>	<b>\$74,935.90</b>	<b>\$(3,500.00)</b>	<b>\$0.00</b>	<b>\$71,435.90</b>	<b>63.75%</b>	<b>\$40,613.22</b>	<b>\$3,571.80</b>		

Grand Totals

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E MATERIALS PRESENTLY STORED (NOT IN D OR E)	F TOTAL COMPLETED AND STORED TO DATE (D + E + F)		G %	H (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		%	(G / C)				
<b>GRAND TOTALS:</b>		<b>\$1,833,533.12</b>	<b>\$1,296,699.18</b>	<b>\$127,391.61</b>	<b>\$0.00</b>	<b>\$1,424,090.79</b>	<b>77.67%</b>	<b>\$409,442.33</b>	<b>\$71,204.56</b>		

## City of Independence

### ***Request for a Minor Subdivision to Permit the Subdivision of the Property Generally Located at the Northwest Corner of County Road 11 and Lake Sarah Drive S.***

---

*To:* City Council  
*From:* Mark Kaltsas, City Planner  
*Meeting Date:* September 7, 2021  
*Applicants:* Jessie Koch  
*Owners:* Christopher and Wendy Leines  
*Location:* Northwest Corner of CSAH 11 and Lake Sarah Dr. S. (PID No. 02-118-24-34-0003)

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

Jessie Koch (Applicant) and Christopher and Wendy Leines (Owners) are requesting the following action for the property generally located near the northwest corner of County Road 11 and Lake Sarah Drive and identified by (PID No. 02-118-24-34-0003) in the City of Independence, MN:

- a. A minor subdivision to permit the creation of a new lot on the subject property.

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

The subject property is generally located at the northwest corner of the intersection of County Road 11 and Lake Sarah Drive S. The property has no existing structures and is comprised of upland pasture, woodlands and wetlands. The property has the following site characteristics:

#### **Property Information: PID No. 02-118-24-34-0003 - County Road 11**

*Zoning: Rural Residential*

*Comprehensive Plan: Rural Residential*

*Acreage Before: 31.17 acres*

*Acreage After – East Parcel: 5.25 acres*

*Acreage After – West Parcel: 25.92 acres*



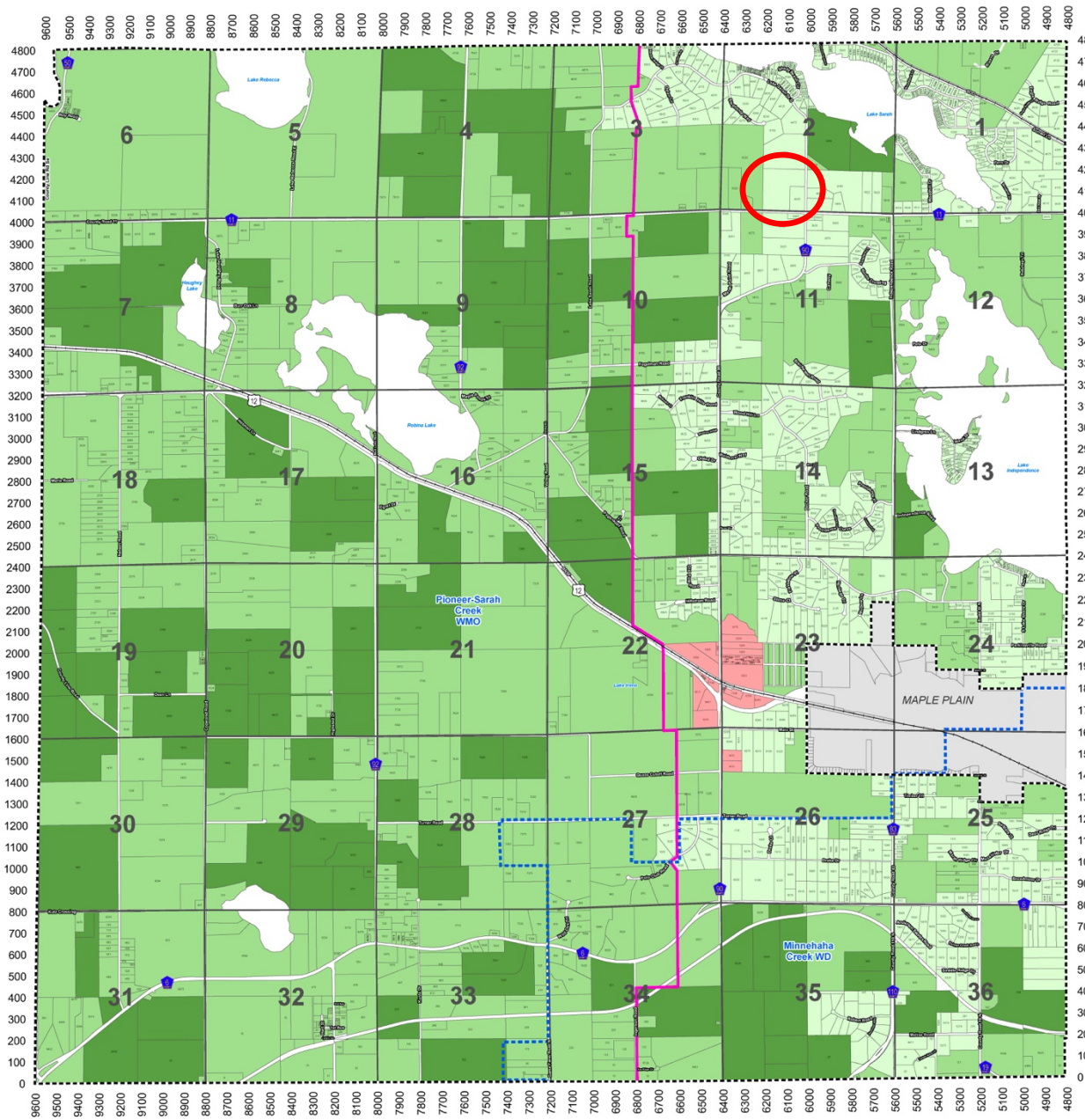


***Discussion:***

The subject property is zoned RR-Rural Residential and guided RR-Rural Residential by the City's Comprehensive Land Use Plan. The applicant is seeking a minor subdivision of the property to create two lots. The City allows the subdivision of property in the rural residential zoning district in accordance with the requirements in the City's zoning ordinance.



# Zoning Map



Minor Subdivision

The City allows the subdivision of property in the rural residential zoning district if it can be shown to meet all applicable criteria of the ordinance. Based on the rural residential lot provisions, the maximum number of lots this property could yield would be six (6). This number is only possible if all applicable requirements were met. It is not anticipated that this property could realize the maximum number of lots without the construction of a new public road due to the limited public road frontage. The City’s applicable standards are further defined as follows:

*Subd. 3. Density. Lots of record in the rural residential district may be divided or subdivided into the following maximum number of lots, said maximum number to include the lot for any existing dwelling unit or other principal use: (Amended, Ord. 2010-01)*

<u>Area of Lot of Record</u>	<u>Maximum Number of Lots Permitted</u>
7.5 acres or less	One
7.6 through 12.5 acres	Two
12.6 through 17.5 acres	Three
17.6 through 22.5 acres	Four
22.6 through 27.5 acres	Five
<b>27.6 through 32.5 acres</b>	<b>Six</b>
32.6 through 37.5 acres	Seven
37.6 through 42.5 acres	Eight
42.6 through 47.5 acres	Nine, plus one addn. lot for every five addn. acres of land.

In addition to the maximum lot density, the City has the following standards pertaining to Rural Residential lots.

*530.03. Physical Standards.*

*Subd. 3. Physical standards. All lots and construction thereon must meet the following physical standards:*

- (a) Minimum lot area <sup>a</sup> 2.50 acres buildable land*
- (b) Maximum lot area 10 acres*
- (c) Minimum lot frontage on an improved public road or street:*

<u>Lot area</u>	<u>Minimum frontage</u>
2.50 – 3.49 acres	<sup>b</sup> 200 feet
3.50 – 4.99 acres	<sup>b</sup> 250 feet
5.00 – 10.00 acres	<sup>b</sup> 300 feet

- (e) Lot depth. The ratio of lot frontage to lot depth must be no more than 1:4.*

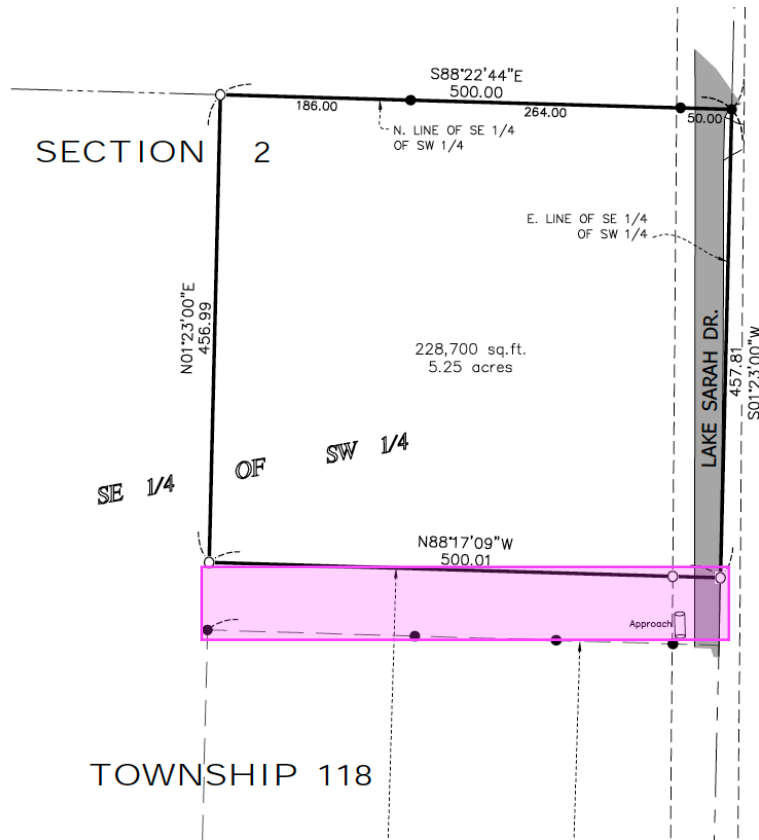
<sup>a</sup> A lot must be a minimum of 2.50 acres buildable land with a demonstrated capability to accommodate two on-site waste disposal systems. Buildable land must be contiguous and not separated by streams, wetlands, slopes in excess of 10% or other physical impediments.

<sup>b</sup> A waiver to permit lots with reduced frontage on a public right-of-way, neck lots or lots with no frontage on a public right-of-way but with frontage on a common driveway may be considered and granted or not granted. If granted, evidence must be provided that all standards established and defined in Section 510.05, Subdivision 20 of this zoning code are met: (Amended, Ord. 2010-06)

A more detailed breakdown of the proposed individual lots is as follows:

Lot No.	Gross Acres	Upland Acreage	Frontage	Lot Frontage/Depth
East Parcel	5.25 acres	~5.00 acres	457.81 LF	~1:1
West Parcel	25.92 acres	~23.7 acres	822.02 LF	~1:4

The proposed subdivision would create one new lot in addition to the existing. The applicant is proposing to subdivide the property so that the new lot would have access on Lake Sarah Drive S. The existing and remainder lot would still have frontage on CSAH 11. The applicant is also proposing to maintain a 66-foot-wide access point to Lake Sarah Drive S.



The 66-foot-wide access would provide the applicant with a potential access for a new road to be constructed to serve the remainder property. The City would generally support the concept of maintaining a future connection to Lake Sarah Drive to serve the remaining property.

As historically has been required, Hennepin County is requesting an additional 17 feet of right of way for future trail and road expansion. This has been a consistent request for all subdivisions along CSAH 11. The additional right of way is not currently shown on the plans and would need to be added.

In addition, the proposed east parcel would be required to provide the requisite 10-foot perimeter drainage and utility easements as required by ordinance (Section 500.15, Subd.'s 1 and 2).

The newly created east parcel will be required to pay the City's requisite park dedication fee.

The total park dedication fee collected will be \$3,695.00. The park dedication fees will need to be paid prior to the City recording the subdivision.

*Park dedication fee of \$3,500 per lot up to 4.99 acres,  
plus \$750 per acre for each acre over 5 acres*

***Other Considerations:***

1. The property is guided rural residential by the City's Comprehensive Plan. The proposed rezoning and subdivision are in keeping with the intent and guidance provided by the Comprehensive Plan.
2. The applicant is in the process of providing the City with the requisite percolation tests verifying that each lot can accommodate a primary and secondary septic site. It should be noted that there is an existing sanitary sewer that runs along Lake Sarah Dr. S. This property is not included in the current service area for sewer.

***Public Comments:***

The neighboring property owner to the south was in attendance at the public hearing and asked about the number of lots that could be realized following the initial subdivision of the property. It was noted that based on the gross acreage, the property could realize an additional 5 lots after the initial subdivision.

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

Commissioners reviewed the request and asked questions of staff and the petitioner. Commissioners discussed the proposed 66' wide right of way easement that would be dedicated as a part of the proposed subdivision. Commissioners discussed the remainder property and asked what the potential development could yield. It was noted that there had not been a ghost plat prepared for this property; however, it is likely that access to the subdivision would need to be provided from Lake Sarah Drive S. Commissioners found that maintaining the right of way to be a good strategy to “future proof” the remainder property and leave options for access and development. Commissioners found the requested subdivision to meet the criteria for granting approval and recommended approval to the City Council.

***Summary:***

The proposed subdivision of this property appears to be in keeping with the comprehensive plan and with the character of the surrounding properties. The proposed lot being created conforms to all applicable criteria for rural residential lots. The proposed subdivision would not prevent the future development of the remainder property and provides for an additional access to the property from Lake Sarah Drive S. The proposed subdivision appears to meet all of the applicable standards of the City’s zoning and subdivision ordinance.

***Recommendation:***

The Planning Commission recommended approval to the City Council for the requested Minor Subdivision with the following findings and conditions:

1. The proposed Minor Subdivision meets all applicable conditions and restrictions stated Chapter V, Section 510, Zoning, in the City of Independence Zoning and Subdivision Ordinance.
2. City Council approval of the Minor Subdivision is subject to the following:
  - a. The Applicant shall address all comments and applicable requirements pertaining to the proposed subdivision.
  - b. The Applicant shall make all revisions requested in the staff report, by the Planning Commission and City Council. This includes, but is not limited to the following:

- Prepare the requisite documents and convey the perimeter drainage and utility easements.
  - Submit and receive approval from Hennepin County.
  - Prepare the requisite documents and convey the additional 17 feet of right of way to the City as requested by Hennepin County.
  - Provide verification of a primary and secondary septic site for each property.
- c. The Applicant shall obtain all necessary City, County, PCA and other regulatory agency approval and permits prior to construction.
3. The Applicant shall pay the park dedication fees in the amount of \$3,695.00.
  4. The Applicant shall pay for all costs associated with the City's review of the minor subdivision.
  5. The Applicant shall execute all applicable documents to allow recording of the minor subdivision within six months from the date of the City Council approval.

***Attachments:***

1. Application
2. Proposed Minor Subdivision Survey (Before and After)





RESOLUTION OF THE  
CITY OF INDEPENDENCE  
HENNEPIN COUNTY, MINNESOTA

**RESOLUTION NO. 21-0907-01**

A RESOLUTION APPROVING A MINOR SUBDIVISION  
FOR THE PROPERTY LOCATED IDENTIFIED AS PID NO. 02-118-24-34-0003

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, Jessie Koch (Applicant) and Christopher and Wendy Leines (Owners) have submitted a request for a minor subdivision for the property located near the northwest corner of County Road 11 and Lake Sarah Drive and identified by (PID No. 02-118-24-34-0003) in the City of Independence, MN; and

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

WHEREAS, the Property is 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 Rural Residential property; and

WHEREAS the City held a public hearing on August 31, 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



Jessie Koch for a minor subdivision per the City's subdivision and zoning regulations with the following conditions:

1. The proposed Minor Subdivision meets all applicable conditions and restrictions stated Chapter V, Section 510, Zoning, in the City of Independence Zoning and Subdivision Ordinance.
2. City Council approval of the Minor Subdivision is subject to the following:
  - a. The Applicant shall address all comments and applicable requirements pertaining to the proposed subdivision.
  - b. The Applicant shall make all revisions requested in the staff report, by the Planning Commission and City Council. This includes, but is not limited to the following:
    - Prepare the requisite documents and convey the perimeter drainage and utility easements.
    - Submit and receive approval from Hennepin County.
    - Prepare the requisite documents and convey the additional 17 feet of right of way to the City as requested by Hennepin County.
    - Provide verification of a primary and secondary septic site for each property.
  - c. The Applicant shall comply with all applicable Hennepin County transportation review comments and requirements.
  - d. The Applicant shall obtain all necessary City, County, PCA and other regulatory agency approval and permits prior to construction.
3. The Applicant shall pay the park dedication fees in the amount of \$3,695.00.
4. The Applicant shall pay for all costs associated with the City's review of the minor subdivision.
5. The Applicant shall execute all applicable documents to allow recording of the minor subdivision within six months from the date of the City Council approval.

This resolution was adopted by the City Council of the City of Independence on this 7<sup>th</sup> day of September 2021, by a vote of \_\_\_\_ ayes and \_\_\_\_ nays.

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

ATTEST:

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

**EXHIBIT A**  
*(Legal Description of Property)*

**Legal Description**

DOCUMENT No. 10042390:

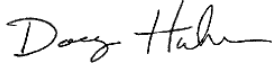
The Land referred to in the Commitment is abstract property situated in the County of Hennepin, State of Minnesota and is described as follows:

The Southeast 1/4 of the Southwest 1/4, except the South 800 feet of the East 500 feet, of Section 2, Township 118 North, Range 24 West of the 5th Principal Meridian.

Subject to easements of record.  
Containing 31.17 Acres, more or less.

Note: Northstar Surveying prepared this survey without the benefit of current title work. The property shown is based on a legal description provided by you the client or a general request at the appropriate County Recorder's office. Easements, site restrictions or adjoining deed conflicts may exist which affect subject property and are not shown by this survey. We reserve the right to revise the survey upon receipt of a current title commitment or title opinion.

CERTIFICATION: I hereby certify that this survey was prepared by me or under my direct supervision and that I am a Professional Licensed Surveyor under the Laws of the State of Minnesota.



\_\_\_\_\_  
Doug Huhn PLS 43808



**CLIENT NAME:**  
Chris & Wendy Leines

**PROJECT ADDRESS**  
Sec-2, Twp-118, Rng-24  
Hennepin County

DATE OF ORIGINAL: May 19, 2014	JOB NO: 14044	HORIZONTAL DATUM: NAD83
REVISION: _____ DATE: _____, 20__	DRAFTED BY: CRM	Hennepin County
REVISION: _____ DATE: _____, 20__	CHECKED BY: DSH	VERTICAL DATUM: N/A

**Legal Description**

DOCUMENT No. 10042390:

The Land referred to in the Commitment is abstract property situated in the County of Hennepin, State of Minnesota and is described as follows:

The Southeast 1/4 of the Southwest 1/4, except the South 800 feet of the East 500 feet, of Section 2, Township 118 North, Range 24 West of the 5th Principal Meridian.

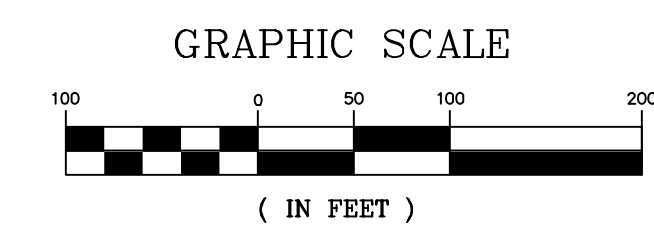
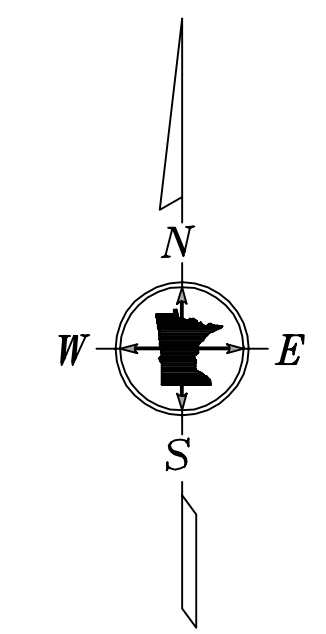
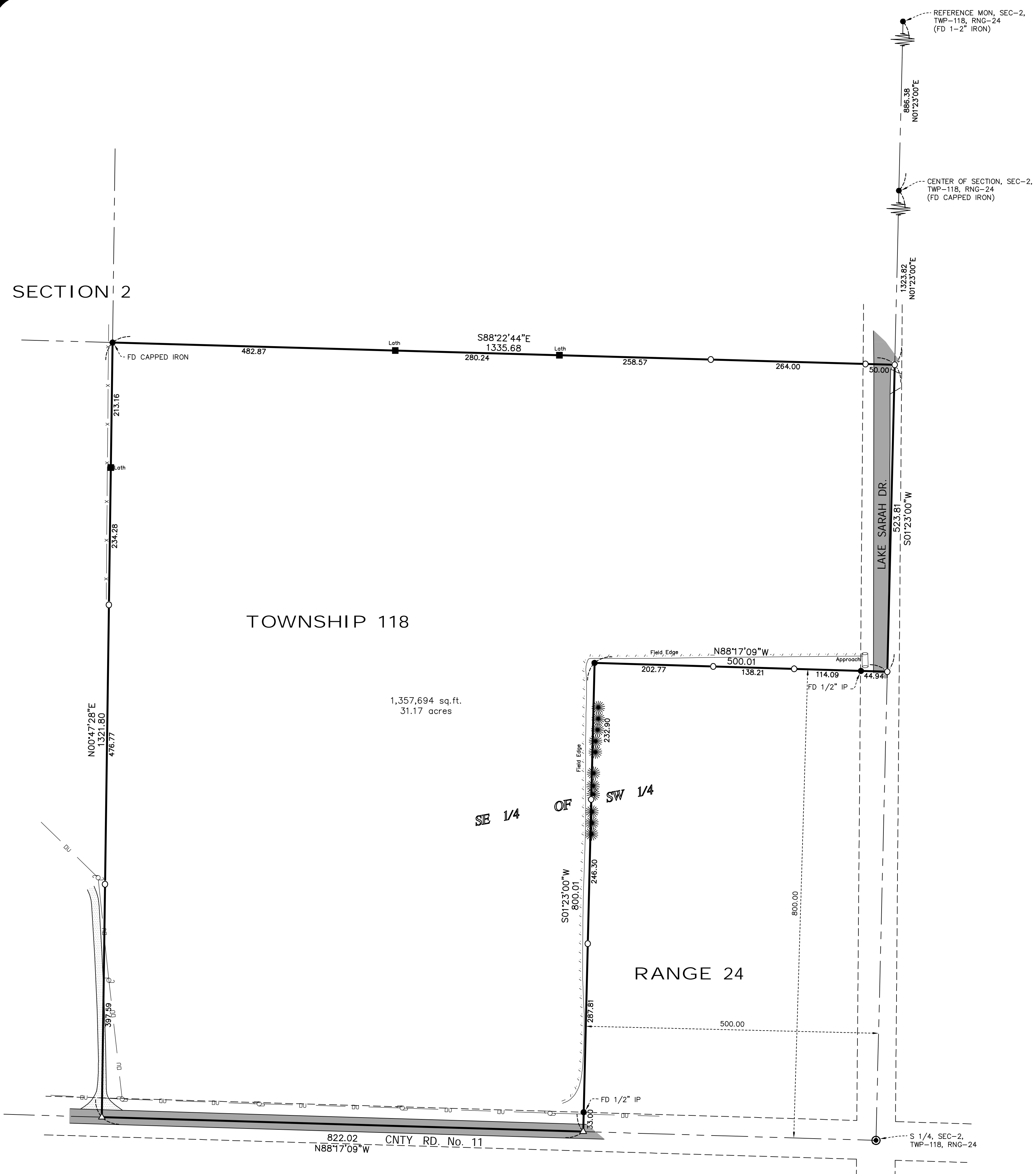
Subject to easements of record.  
Containing 31.17 Acres, more or less.

Note: Northstar Surveying prepared this survey without the benefit of current title work. The property shown is based on a legal description provided by you the client or a general request at the appropriate County Recorder's office. Easements, site restrictions or adjoining deed conflicts may exist which affect subject property and are not shown by this survey. We reserve the right to revise the survey upon receipt of a current title commitment or title opinion.

CERTIFICATION: I hereby certify that this survey was prepared by me or under my direct supervision and that I am a Professional Licensed Surveyor under the Laws of the State of Minnesota.

*Doug Huhn*  
Doug Huhn PLS 43808

SECTION 2



- Legend**
- Set 1/2 Inch by 14 Inch Iron Pipe with Plastic Cap Inscribed with License No. 43808
  - Found Monumentation
  - △ Set P.K. Nail
  - ⊙ Cast Iron Monument
  - Set Lath on Line
  - Utility Pole
  - 🌲 Pine Tree
  - ▭ Culvert
  - x—x— Fence Line
  - DU— Overhead Line



**Northstar**  
 Surveying

(320)693-3710  
 310 East Depot Street  
 Litchfield, MN 55355  
 ns\_doug@qwestoffice.net  
 ns\_chuck@qwestoffice.net

**CLIENT NAME:**  
 Herb Koch JR

---

**PROJECT ADDRESS**  
 Section 2, Township 118,  
 Range 24

DATE OF FIELD WORK: <u>July 14</u> , 2021	JOB NO: <u>2021213</u>	HORIZONTAL DATUM: Hennepin County Coordinate System
DATE OF MAP: <u>July 14</u> , 2021	DRAFTED BY: <u>CRM</u>	VERTICAL DATUM: N/A
REVISION: _____ DATE _____, 20	CHECKED BY: <u>DSH</u>	

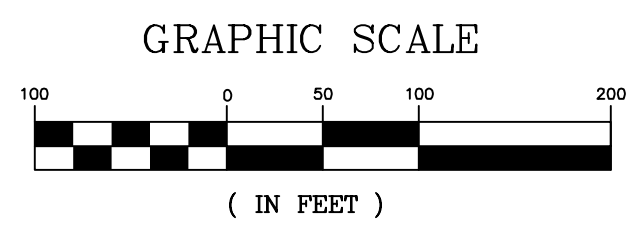
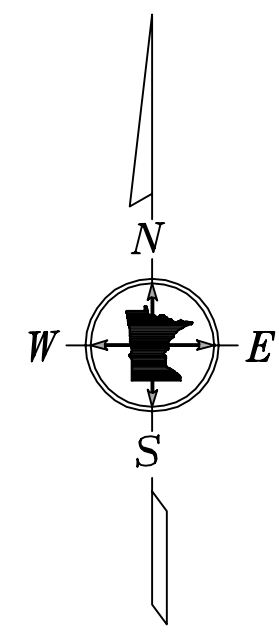
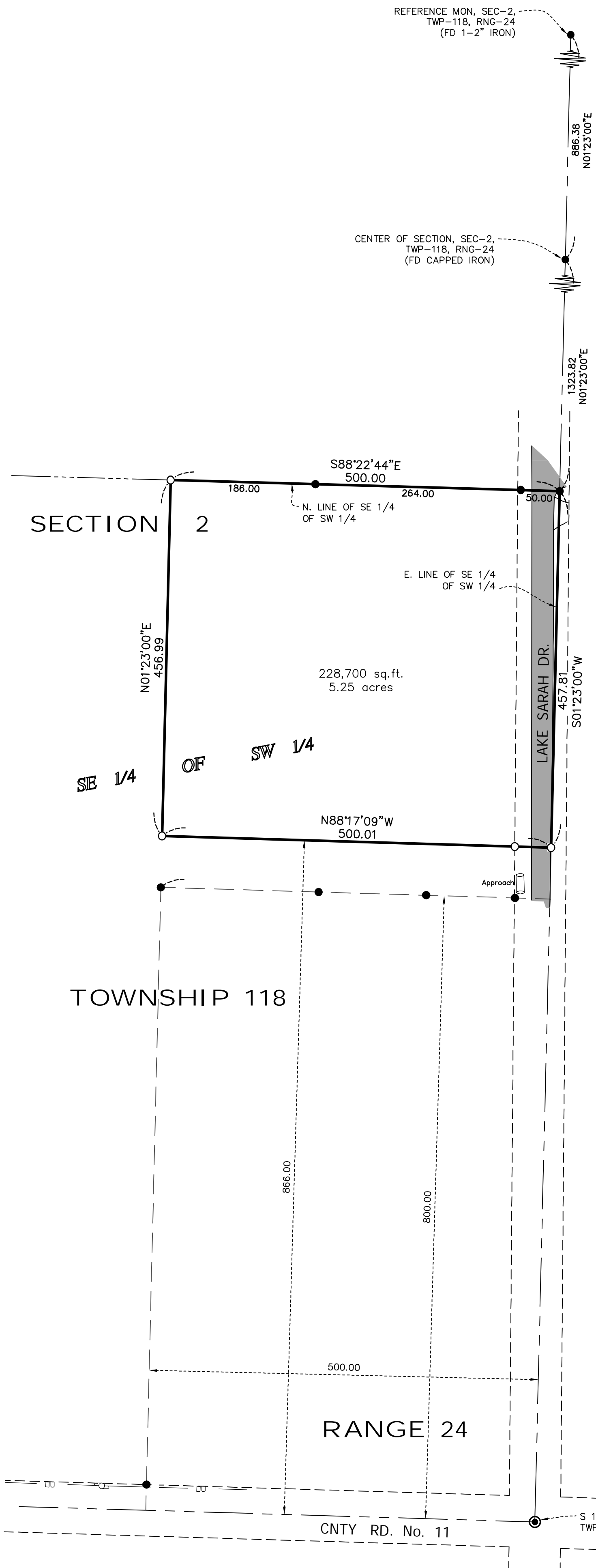
**Surveyed Description**

The East 500.00 feet of the Southeast 1/4 of the Southwest 1/4, of Section 2, Township 118 North, Range 24 West of the 5th Principal Meridian, lying north of the South 866.00 feet.

Containing 5.25 Acres, more or less.  
 Subject to easements of record.  
 Subject to any and all enforceable restrictive covenants.

**CERTIFICATION:** I hereby certify that this survey was prepared by me or under my direct supervision and that I am a Professional Licensed Surveyor under the Laws of the State of Minnesota.

*Doug Huhn*  
 Doug Huhn  
 Registration No. 43808 - In the State of Minnesota



- Legend**
- Set 1/2 Inch by 14 Inch Iron
  - Pipe with Plastic Cap Inscribed with License No. 43808
  - Found Monumentation
  - ⊙ Cast Iron Monument
  - Utility Pole
  - ▭ Culvert
  - Overhead Line
  - ▭ Bituminous Surface



Offices in 150 South Fifth Street  
Suite 700  
Minneapolis Minneapolis, MN 55402-1299  
(612) 337-9300 telephone  
Saint Paul (612) 337-9310 fax  
www.kennedy-graven.com  
St. Cloud Affirmative Action, Equal Opportunity Employer

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**GINA FIORINI**

Attorney at Law  
Direct Dial (612) 337-9210  
Email: gfiorini@kennedy-graven.com

August 31, 2021

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

Re: Resolution approving the issuance of charter school lease revenue bonds by the City of Independence for the benefit of Global Academy Inc.

Dear Mark,

Global Academy ABC, a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") (the "Company"), is proposing to assist Global Academy Inc., a Minnesota nonprofit corporation, an organization described in Section 501(c)(3) of the Code, and a public charter school (the "School"), in (i) refunding the City of Landfall Village, Minnesota Charter School Lease Revenue Note (Global Academy Project), Series 2018A which financed the acquisition, renovation and equipping of an approximately 64,737 square foot existing kindergarten through grade 8 charter school facility located at 3000 5th Street NW in New Brighton, Minnesota (the "Original Facilities"); (ii) refinancing existing School and Borrower debt, including, without limitation, refinancing certain taxable debt used to finance the acquisition, renovation and equipping of the Original Facilities; (iii) financing the construction, equipping, renovation and improvement of the Original Facilities, including but not limited to, an approximately 7,000 square foot gymnasium (the Original Facilities, as improved, the "School Facilities"); (iv) funding a debt service reserve fund, if necessary; (v) paying a portion of the interest on the financing, if necessary; and (vi) paying the costs of issuance, if necessary (the "Project"). The School Facilities will be owned by the Company (or an affiliate, related entity, or successor) and leased to and operated by the School.

To finance the Project, the Company and the School request that the City of Independence, Minnesota (the "City") issue one or more series of taxable or tax-exempt charter school lease revenue bonds (the "Bonds") in the approximate principal amount not to exceed \$16,000,000 and loan the proceeds thereof to the Company.

The Bonds will be issued in accordance with Minnesota Statutes, Sections 469.152 through 469.1655, as amended (the "Act"), and Minnesota Statutes, Section 471.656, as amended. In order to issue the Bonds, the City is required to conduct a public hearing in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and Section 469.154, subdivision 4 of the Act. The public hearing will be held during the City Council's meeting on September 7, 2021. Following the public hearing, the City Council will be asked to consider the enclosed resolution, which provides approval for

the issuance of the Bonds and the execution of loan documents and related documents. On August 24, 2021, the City of New Brighton, as the municipality in which the Project is located, consented to the issuance of the Bonds by the City, in accordance with the requirements of Minnesota Statutes, Section 471.656, as amended.

The Bonds will be secured solely by the revenues derived from a loan agreement (the "Loan Agreement") to be executed by the Company and from other security provided by the Company, including but not limited to a mortgage, a pledge and assignment of School revenues, and an assignment of the lease agreement between the Company and the School. The Bonds will not constitute a general or moral obligation of the City and will not be secured by or payable from any property or assets of the City (other than the interests of the City in the Loan Agreement) and will not be secured by any taxing power of the City. The Bonds will not be subject to any debt limitation imposed on the City, and the issuance of the Bonds will not have any adverse impact on the credit rating of the City, even in the event that the Company encounters financial difficulties with respect to the Project to be financed with the proceeds of the Bonds.

Each year the City has the ability to designate up to \$10,000,000 in tax-exempt bonds as "qualified tax-exempt obligations" (sometimes referred to as "bank-qualified bonds") for purposes of Section 265(b)(3) of the Code. In order to issue bank-qualified bonds, the issuer must not expect to issue more than \$10,000,000 of bonds (other than private activity bonds that are not qualified 501(c)(3) bonds) in a calendar year. Because the City will be issuing more than \$10,000,000 in bonds this year, the City will be unable to designate any bonds this year as bank-qualified bonds.

Under the terms of the Loan Agreement, the Company will agree to pay to the City an administrative fee in connection with the issuance of conduit bonds and the out-of-pocket expenses of the City with respect to this transaction.

I will attend the City Council meeting on September 7, 2021 and can answer any questions that may arise during the meeting. Please contact me with any questions you may have prior to the City Council meeting.

Sincerely,

Gina Fiorini



RESOLUTION OF THE  
CITY OF INDEPENDENCE  
HENNEPIN COUNTY, MINNESOTA

**RESOLUTION NO. 21-0907-02**

**AUTHORIZING THE ISSUANCE OF CONDUIT CHARTER SCHOOL  
LEASE REVENUE AND REFUNDING BONDS FOR THE GLOBAL  
ACADEMY PROJECT UNDER MINNESOTA STATUTES, SECTIONS  
469.152 THROUGH 469.1655 AND APPROVING RELATED  
DOCUMENTS**

WHEREAS, the City of Independence, Minnesota (the “City”) is a statutory city and political subdivision duly organized and existing under the Constitution and laws of the State of Minnesota; and

WHEREAS, under the Minnesota Municipal Industrial Development Act, Minnesota Statutes, Sections 469.152-469.1655, as amended (the “Act”), each City is authorized to issue revenue bonds to finance or refinance, in whole or in part, the costs of the acquisition, construction, improvement, or extension of revenue producing enterprises, whether or not operated for profit; and

WHEREAS, Minnesota Statutes, Section 471.656, as amended, authorizes a municipality to issue obligations to finance the acquisition or improvement of property located outside of the corporate boundaries of such municipality if the governing body of the city in which the property is located consents by resolution to the issuance of such obligations; and

WHEREAS, Global Academy ABC, a Minnesota nonprofit corporation and 501(c)(3) organization (the “Borrower”), and Global Academy Inc., a Minnesota nonprofit corporation and public charter school (the “School”) have requested that the City issue one or more series of revenue bonds to be designated Charter School Lease Revenue and Refunding Bonds (Global Academy Project) in an original aggregate principal amount not to exceed \$16,000,000 (the “Bonds”) and loan the proceeds derived from the sale of the Bonds to the Borrower, pursuant to the terms of a Loan Agreement, dated on or after October 1, 2021 (the “Loan Agreement”), between the City and the Borrower to: (i) refund the City of Landfall Village, Minnesota Charter School Lease Revenue Note (Global Academy Project), Series 2018A which financed the acquisition, renovation and equipping of an approximately 64,737 square foot existing kindergarten through grade 8 charter school facility located at 3000 5th Street NW in the City of New Brighton, Minnesota (the “Original Facilities”); (ii) refinance existing School and Borrower debt, including, without limitation, refinancing certain taxable debt used to finance the acquisition, renovation and equipping of the Original Facilities; (iii) finance the construction, equipping, renovation and improvement of the Original Facilities, including but not limited to, an approximately 7,000 square foot gymnasium (the Original Facilities, as improved, the “School



Facilities”); (iv) fund a debt service reserve fund, if necessary; (v) pay a portion of the interest on the Bonds, if necessary; and (vi) pay the costs of issuing the Bonds, if necessary (collectively, the “Project”); and

WHEREAS, the School Facilities will be owned by the Borrower and will be leased to and operated by the School, an operating public charter school; and

WHEREAS, the Bonds are proposed to be issued by the City to finance the Project will constitute revenue obligations secured solely by: (i) the revenues derived from the Loan Agreement; (ii) a pledge and assignment of the School’s revenues, as more specifically set forth in the Financing Documents (as defined below), including money due to the School from the State of Minnesota Lease Aid Payment Program (the “Program”); (iii) an agreement to pay the money due to the School from the Program to a dedicated account subject to a monthly transfer to the accounts held by the Trustee for the benefit of the holders of the Bonds; (iv) other revenues pledged to or otherwise received by the Borrower, except for those revenues necessary for ordinary operational expenses and required under Minnesota law; (v) a debt service reserve fund to be held by a trustee for the benefit of the holders of the Bonds; (vi) a first mortgage and security agreement granted by the Borrower with respect to the Project; (vii) an assignment of a lease agreement between the Company and the School; and (viii) other security provided or arranged by the Borrower or the School; and

WHEREAS, the purpose of the Act, as found and determined by the legislature, is to promote the welfare of the state by the active attraction and encouragement and development of economically sound industry and commerce to prevent so far as possible the emergence of blighted and marginal lands and areas of chronic unemployment; and

WHEREAS, factors necessitating the active promotion and development of economically sound industry and commerce are the increasing concentration of population in the metropolitan areas and the rapidly rising increase in the amount and cost of governmental services required to meet the needs of the increased population and the need for development of land use which will provide an adequate tax base to finance these increased costs and the need for access to employment opportunities for such population; and

WHEREAS, the City desires to facilitate the selective development of the community, retain and improve the tax base and help to provide the range of services, facilities and employment opportunities required by the population, including school facilities; and the Project will assist the City in achieving those objectives and will enhance the image and reputation of the community; and

WHEREAS, under the terms of the Act and Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), the Bonds may not be issued as tax-exempt bonds unless the City Council of the City (the “Council”) approves the Bonds after a public hearing following publication of a notice published in accordance with the requirements of the Act and the Code and the applicable Treasury Regulations; and

WHEREAS, following the publication of a notice of a public hearing as required by the Act and the Code, the Council conducted a public hearing on the date hereof at which a

reasonable opportunity was provided for interested individuals to express their views on the proposal to undertake and finance the Project and the proposed issuance of the Bonds (the “Public Hearing”); and

WHEREAS, following the Public Hearing on the date hereof the Council considered the following resolution’ amd

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Independence, Minnesota (the “City”), as follows:

1. In anticipation of the approval of the Project by the State of Minnesota, Department of Employment and Economic Development and all other necessary entities and the issuance of the Bonds to finance all or a portion of the Project, for the purposes set forth above, there is hereby authorized the issuance, sale, and delivery of the Bonds in one or more series in an aggregate principal amount not to exceed \$16,000,000. If the Bonds are issued in more than one series, the separate series shall be separately designated in such manner as is deemed appropriate by the Mayor and the City Administrator of the City (collectively, the “City Officials”), in their discretion. The Bonds shall be issued under the terms of an Indenture of Trust, dated on or after October 1, 2021 (the “Indenture”), between the City and U.S. Bank National Association, as trustee (the “Trustee”) with the consent of the City or New Brighton, Minnesota, pursuant to Minnesota Statutes, Section 471.656, as amended and the consent of the City of Landfall, Minnesota, pursuant to Section 469.155, subdivision 12 of the Act. The Bonds shall bear interest at fixed rates established by the terms of the Indenture. The Bonds shall be designated, shall be numbered, shall be dated, shall mature, shall be subject to redemption prior to maturity, shall be in such form, and shall have such other terms, details, and provisions as are prescribed in the Indenture, in substantially the form on file with the City, with the amendments referenced herein. The City hereby authorizes the Bonds to be issued as “tax-exempt bonds” the interest on which is excluded from gross income for federal and State of Minnesota income tax purposes. Any separate series of Bonds may be issued as “taxable bonds” if deemed necessary and appropriate by the City Officials and bond counsel. The Bonds will be purchased by Robert W. Baird & Co. Incorporated (the “Underwriter”) pursuant to a Bond Purchase Agreement, dated on or after the date hereof among the City, the Underwriter, the Borrower, and the School (the “Bond Purchase Agreement”).

All of the provisions of the Bonds, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. The Bonds shall be substantially in the forms in the Indenture on file with the City, which forms are hereby approved, with such necessary and appropriate variations, omissions, and insertions (including changes to the aggregate principal amount of each series of the Bonds, the stated maturities of each series of the Bonds, the principal amount of Bonds maturing on each maturity date, the interest rates on the Bonds, and the terms of redemption of the Bonds) as the City Officials, in their discretion, shall determine. The execution of the Bonds with the manual or facsimile signatures of the City Officials and the delivery of the Bonds by the City shall be conclusive evidence of such determination.

2. The Bonds shall be special, limited obligations of the City payable solely from the revenues provided by the Borrower pursuant to the Loan Agreement and from the revenues and security pledged, assigned, and granted pursuant to the following documents: (i) the Amended and Restated Mortgage, Security Agreement, and Assignment of Rents, to be dated on or after October 1, 2021 (the “Mortgage”), from the Borrower, as mortgagor, to the Trustee, as mortgagee; (ii) the Assignment of Lease, dated on or after October 1, 2021 (the “Assignment”), from the Borrower, as assignor, to the Trustee, as assignee and consented to by the School; and (iii) the Pledge and Covenant Agreement, dated on or after October 1, 2021 (the “Pledge Agreement”), between the School to the Trustee. The proceeds of the Bonds will be disbursed pursuant to a Disbursing Agreement, dated on or after October 1, 2021 (the “Disbursing Agreement”), between the Borrower, the Trustee, and a disbursing agent to be selected by the Borrower (the “Disbursing Agent”), and will be subject to the provisions of a Tax Regulatory Agreement, dated on or after October 1, 2021 (the “Tax Regulatory Agreement”), between the Borrower, the School, and the Trustee. The Council hereby authorizes and directs the City Officials to execute and deliver the Indenture to the Trustee, and hereby authorizes and directs the execution of the Bonds in accordance with the terms of the Indenture, and hereby provides that the Indenture shall provide the terms and conditions, covenants, rights, obligations, duties, and agreements of the owners of the Bonds, the City, and the Trustee as set forth therein. The Trustee is hereby appointed as Bond Registrar and paying agent with respect to the Bonds. The Borrower and the School will provide certain ongoing reports to the holders of the Bonds pursuant to the Continuing Disclosure Agreement, dated on or after October 1, 2021 (the “Continuing Disclosure Agreement”), between the Borrower, the School, and the Trustee.

3. The loan repayments to be made by the Borrower under the Loan Agreement are fixed to produce revenues sufficient to provide for the prompt payment of principal of, premium, if any, and interest on the Bonds issued under this resolution when due, and the Loan Agreement also provides that the Borrower is required to pay all expenses of the operation and maintenance of the Project, including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and all lawfully imposed taxes and special assessments levied upon or with respect to the Project and payable during the term of the Loan Agreement.

4. As provided in the Loan Agreement, the Bonds shall not be payable from nor charged upon any funds other than the revenue pledged to their payment, nor shall the City be subject to any liability thereon, except as otherwise provided in this paragraph. No holder of the Bonds shall ever have the right to compel any exercise by the City of any taxing powers to pay the Bonds or the interest or premium thereon, or to enforce payment thereof against any property of the City except the interests of the City in the Loan Agreement and the revenues and assets thereunder, which will be assigned to the Trustee under the terms of the Indenture. The Bonds shall recite that the Bonds are issued pursuant to the Act, and that the Bonds, including interest and premium, if any, thereon, are payable solely from the revenues and assets pledged to the payment thereof, and the Bonds shall not constitute a debt of the City within the meaning of any constitutional or statutory limitations.

5. The City Officials are hereby authorized and directed to execute and deliver the Loan Agreement, the Indenture, the Bond Purchase Agreement, and such other documents as the City’s bond counsel considers appropriate in connection with the issuance of the Bonds provided

that the Bond Purchase Agreement may be executed on behalf of the City solely by the City Administrator of the City (collectively, the “City Documents”). The forms of the City Documents and all other documents listed in Sections 1 and 2 hereof and exhibits thereto, and any consents and such other documents as are necessary or appropriate in connection with the issuance, sale, and delivery of the Bonds, including without limitation various certificates of the City, the Information Return for Tax-Exempt Private Activity Bond Issues, Form 8038, an endorsement of the City to the Company and School Tax Certificate, and similar documents (collectively, the “Financing Documents”) are approved substantially in the forms on file with the City Administrator. Subject to the provisions of Section 14 hereof, the City Documents, in substantially the forms submitted, are directed to be executed in the name and on behalf of the City by the City Officials. Subject to the provisions of Section 14 hereof, the Bonds are to be in executed the name of and on behalf of the City by the City Officials, and are to be delivered to the Trustee for authentication and delivery to the Underwriter. Any other Financing Documents and certificates necessary to the transaction described above may be executed by one or more appropriate officers of the City.

All of the provisions of the Financing Documents, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof.

6. The City hereby authorizes Kennedy & Graven, Chartered, as bond counsel to the City, to prepare, execute, and deliver its approving legal opinion with respect to the Bonds.

7. The City has not participated in the preparation of the Preliminary Official Statement or the Official Statement relating to the offer and sale of the Bonds (collectively, the “Official Statement”), and has made no independent investigation with respect to the information contained therein (other than with respect to information provided under the captions “THE ISSUER” and “ABSENCE OF LITIGATION – Issuer,” as it relates to the City), including the appendices thereto, and the City assumes no responsibility for the sufficiency, accuracy, or completeness of such information. Subject to the foregoing, the City hereby consents to the distribution and the use by the Underwriter of the Official Statement in connection with the offer and sale of the Bonds. The Official Statement is the sole material consented to by the City for use in connection with the offer and sale of the Bonds.

8. Except as otherwise provided in this resolution, all rights, powers, and privileges conferred and duties and liabilities imposed upon the City or the Council by the provisions of this resolution or of the aforementioned documents shall be exercised or performed by the City or by such members of the Council or the City, or such officers, board, body, or agency thereof as may be required or authorized by law to exercise such powers and to perform such duties.

No covenant, stipulation, obligation, or agreement herein contained or contained in the aforementioned documents shall be deemed to be a covenant, stipulation, obligation, or agreement of any member of the Council, or any officer, agent, or employee of the City in that person’s individual capacity, and neither the Council, the City nor any officer or employee executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

No provision, covenant, or agreement contained in the aforementioned documents, the Bonds or in any other document relating to the Bonds, and no obligation therein or herein imposed upon the City or the breach thereof, shall constitute or give rise to any pecuniary liability of the City or any charge upon its general credit or taxing powers. In making the agreements, provisions, covenants, and representations set forth in such documents, the City has not obligated itself to pay or remit any funds or revenues, other than funds and revenues derived from the Loan Agreement which are to be applied to the payment of the Bonds, as provided therein and in the Indenture.

9. Except as herein otherwise expressly provided, nothing in this resolution or in the aforementioned documents expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation, other than the City or any holder of the Bonds issued under the provisions of this resolution, any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any provisions hereof, this resolution, the aforementioned documents and all of their provisions being intended to be and being for the sole and exclusive benefit of the City and any holder from time to time of the Bonds issued under the provisions of this resolution.

10. In case any one or more of the provisions of this resolution, other than the provisions limiting the liability of the City or limiting the liability of the members of the City Council or the officers, agents, or employees of the City, including without limitation Section 4, or of the aforementioned documents, or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution, or of the aforementioned documents, or of the Bonds, but this resolution, the aforementioned documents, and the Bonds shall be construed and endorsed as if such illegal or invalid provisions had not been contained therein.

11. The Bonds, when executed and delivered, shall contain a recital that they are issued pursuant to the Act, and such recital shall be conclusive evidence of the validity of the Bonds and the regularity of the issuance thereof, and that all acts, conditions, and things required by the laws of the State of Minnesota relating to the adoption of this resolution, to the issuance of the Bonds, and to the execution of the aforementioned documents to happen, exist, and be performed precedent to the execution of the aforementioned documents have happened, exist, and have been performed as so required by law.

12. The officers of the City, bond counsel, other attorneys, engineers, and other agents or employees of the City are hereby authorized to do all acts and things required of them by or in connection with this resolution, the aforementioned documents, and the Bonds for the full, punctual, and complete performance of all the terms, covenants, and agreements contained in the Bonds, the aforementioned documents, and this resolution. In the event that for any reason either of the City Officials is unable to carry out the execution of any of the documents or other acts provided herein, such documents may be executed and such actions may be taken by any official or employee of the City delegated the duties of any such City Official with the same force and effect as if such documents were executed and delivered by such City Official.

13. The Borrower has agreed and it is hereby determined that the Borrower will pay the City's issuance fee and any and all costs incurred by the City in connection with the financing of the Project. It is understood and agreed that the Borrower shall indemnify, defend

and hold harmless the City against all liabilities, losses, damages, costs and expenses (including attorney's fees and expenses incurred by the City) arising with respect to the Project or the Bonds, as provided for and agreed to by and between the Borrower and the City in the Loan Agreement.

14. The approval hereby given to the various Financing Documents referred to above includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by bond counsel to the City, the appropriate City staff person, or by the officers authorized herein to execute or accept, as the case may be, said documents prior to their execution; and said officers or staff members are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officer or officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. In the event of absence or disability of either City Official, any of the documents authorized by this resolution to be executed by the City may be executed without further act or authorization of the Council by any member of the Council or any duly designated acting official, or by such other officer or officers of the City as, in the opinion of the City Attorney, may act in their behalf.

The authority to approve, execute and deliver future amendments to Financing Documents entered into by the City in connection with the issuance of the Bonds and consents required under the Financing Documents is hereby delegated to the City Officials, subject to the following conditions: (a) such amendments or consents do not require the consent of the respective holders of the Bonds or such consent has been obtained; (b) such amendments or consents do not materially adversely affect the interests of the City; (c) such amendments or consents do not contravene or violate any policy of the City, and (d) such amendments or consents are acceptable in form and substance to the counsel retained by the City to review such amendments. The authorization hereby given shall be further construed as authorization for the execution and delivery of such certificates and related items as may be required to demonstrate compliance with the agreements being amended and the terms of this resolution. The execution of any instrument by the City Officials shall be conclusive evidence of the approval of such instruments in accordance with the terms hereof. In the absence of the City Officials any instrument authorized by this paragraph to be executed and delivered may be executed by the officer of the City authorized to act in his/her place and stead.

15. On the basis of information available to the City, it appears, and the City hereby finds, that the Project constitutes properties, real and personal, used or useful in connection with one or more revenue producing enterprises within the meaning of Subdivision 2(b) of Section 469.153 of the Act; that the Project furthers the purposes stated in Section 469.152; that the availability of the financing under the Act and willingness of the City to furnish such financing will be a substantial inducement to the Borrower to undertake the Project, and that the effect of the Project, if undertaken, will be to assist in the prevention of the emergence of blighted and marginal land, to help prevent chronic unemployment, to help the surrounding area retain and eventually improve the tax base, to provide the range of service and employment opportunities required by the population, to help prevent the movement of talented and educated persons out of the state and to areas within the State where their services may not be as effectively used, and to promote more intensive development and use of land within surrounding communities.

16. In accordance with Section 469.154 of the Act, the City Administrator is hereby authorized and directed to submit the proposal for the Project to Minnesota Department of Employment and Economic Development (“DEED”). The City Administrator and other officers, employees and agents of the City are hereby authorized to provide DEED with any preliminary information needed for this purpose, and the City Administrator is authorized to initiate and assist in the preparation of such documents as may be appropriate to the Project, if it is approved.

17. In accordance with Section 469.154, subdivision 7, of the Act, the officers, employees, and agents of the City are hereby authorized and directed to encourage the Borrower and the School to provide employment opportunities to economically disadvantaged or unemployed individuals. Such individuals may be identified by such mechanisms as are available to the Borrower and the School, such as a first source agreement in which the Borrower and the School agrees to use a designated State employment office as a first source for employment recruitment, referral, and placement.

18. The City has established a governmental program of acquiring purpose investments for qualified 501(c)(3) organizations’ projects. The governmental program is one in which the following requirements of §1.148-1(b) of the federal regulations relating to tax-exempt obligations shall be met:

(a) the program involves the origination or acquisition of purpose investments;

(b) at least 95% of the cost of the purpose investments acquired under the program represents one or more loans to a substantial number of persons representing the general public, states or political subdivisions, 501(c)(3) organizations, persons who provide housing and related facilities, or any combination of the foregoing;

(c) at least 95% of the receipts from the purpose investments are used to pay principal, interest, or redemption prices on issues that financed the program, to pay or reimburse administrative costs of those issues or of the program, to pay or reimburse anticipated future losses directly related to the program, to finance additional purpose investments for the same general purposes of the program, or to redeem and retire governmental obligations at the next earliest possible date of redemption;

(d) the program documents prohibit any obligor on a purpose investment financed by the program or any related party to that obligor from purchasing bonds of an issue that finances the program in an amount related to the amount of the purpose investment acquired from that obligor; and

(e) the City shall not waive the right to treat the investment as a program investment.

19. This resolution shall be in full force and effect from and after its passage.



This resolution was adopted by the City Council of the City of Independence on this 7<sup>th</sup> day of September 2021, by a vote of \_\_\_\_ ayes and \_\_\_\_ nays.

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Marvin D. Johnson, Mayor

ATTEST:

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Mark Kaltsas, City Administrator



CITY OF INDEPENDENCE  
HENNEPIN COUNTY, MINNESOTA

I, the undersigned, being the duly qualified and acting City Administrator of the City of Independence, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City duly called and held on the date therein indicated, insofar as such minutes relate to approving the issuance of conduit revenue refunding bonds to finance the acquisition, construction, renovation and improvements to existing charter school facilities for Global Academy Inc. and refinancing a certain outstanding note and taxable debt.

WITNESS my hand this 7 day of September 2021.

\_\_\_\_\_  
City Administrator

# 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 92

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*To:* City Council  
*From:* Mark Kaltsas, City Administrator  
*Meeting Date:* September 7, 2021

### ***Discussion:***

Staff has been working with MNDOT and Hennepin County to review and amend the proposed cooperative maintenance agreement relating to the proposed improvements to CSAH 92 and Hwy12. MNDOT has incorporated the changes that were asked for and approved in the CSAH 90 and Hwy 12 agreement approved in March of this year.

The City will be responsible for the maintenance of the roundabout landscaping, sidewalks and crosswalks similar to the CSAH 90 intersection. The City will determine the type and frequency of maintenance of these facilities. In addition, the City will be responsible for the maintenance of two lights; one at Lake Sarah Road/CSAH 92 N, and one at the turnback Rumpza Road/CSAH 92 S.

A portion of the maintenance associated with the ponds being created was initially assigned to the City. The City worked with Hennepin County to eliminate any City responsibility relating to the newly constructed storm water facilities associated with the project. Exhibit A is attached to this report to provide additional context to the assigned responsibilities.

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

Staff is seeking further direction and consideration relating to the proposed cooperative agreement with MNDOT. **RESOLUTION No. 21-0921-03** is attached to this report and would authorize the Mayor and City Administrator to execute the agreement on behalf of the City.

***Attachments:***               **RESOLUTION No. 21-0921-03**  
  **Cooperative Agreement with Exhibit A**



RESOLUTION OF THE  
CITY OF INDEPENDENCE  
HENNEPIN COUNTY, MINNESOTA

**RESOLUTION NO. 21-0907-03**

**A RESOLUTION TO AUTHORIZING THE CITY TO ENTER INTO MNDOT AGREEMENT  
NO. 1045773 WITH THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION**

**IT IS RESOLVED** that the City of Independence enter into MnDOT Agreement No. 1045773 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance by the City of the roundabout landscaping, sidewalk, and shared use path construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 12 from 1,010 feet west of County State Aid Highway No. 92 (South) to 4,200 feet east of County State Aid Highway No. 92 (North), and upon, along, and adjacent to County State Aid Highway No. 92 from 2,900 feet south of Trunk Highway No. 12 to 1,500 feet north of Trunk Highway No. 12 under State Project No. 2713-124.

**IT IS FURTHER RESOLVED** that the Mayor and the City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

This resolution was adopted by the City Council of the City of Independence on this 7<sup>th</sup> day of September 2021, by a vote of \_\_\_ ayes and \_\_\_ nays.

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

ATTEST:

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

Subscribed and sworn to me this

\_\_\_\_\_ day of \_\_\_\_\_, 2021

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

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

**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 7th day of September 2021, as shown by the minutes of the meeting in my possession.

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(Signature)

Mark Kaltsas, City Administrator

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

<b>State Project Number (S.P.):</b>	<u>2713-124</u>	<b>Total State Obligation</b>
<b>Trunk Highway Number (T.H.):</b>	<u>12=010</u>	<b>State Funds</b>
<b>State Project Number (S.P.):</b>	<u>027-692-009</u>	<b><u>\$1,398,891.29</u></b>
<b>State Aid Project Number (S.A.P.):</b>	<u>027-692-009</u>	<b>Federal Aid Funds</b>
<b>Federal Project Number:</b>	<u>STPF-HSIP-RRS 2721(229)</u>	<b><u>\$5,632,720.72</u></b>
<b>Lighting System Feed Point No.:</b>	<u>P09E, S1, S2</u>	
<b>Bridge Number:</b>	<u>27316</u>	
<b>Bridge Number:</b>	<u>27J74</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 County will perform grading, bituminous pavement, roundabout, lighting, ADA improvements, temporary signals, TMS, Bridge No. 27316 and No. 27J74 construction and other associated construction upon, along, and adjacent to Trunk Highway No. 12 from 1,010 feet west of County State Aid Highway (C.S.A.H.) No. 92 (South) to 4,200 feet east of County State Aid Highway No. 92 (North), and upon, along, and adjacent to County State Aid Highway No. 92 from 2,900 feet south of Trunk Highway No. 12 to 1,500 feet north of Trunk Highway No. 12 according to County-prepared plans, specifications, and special provisions designated by the State and the County as State Project No. 027-692-009 and by the State as State Project No. 2713-124 (T.H. 12=010) ("Project"); and
2. The County requests the State participate in the costs of the roundabout, temporary signals, lighting, ADA improvements, and intersection grade separation construction and the State is willing to participate in the costs of said construction as set forth in this Agreement; and
3. MnDOT Contract Number 1030027 (Hennepin County Agreement No. PW 70-40-17) which has been executed between the County and the State, appoints the State as the County's agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the County; and
4. The Federal-aid funds available to the State for the construction contract are capped upon the award of the construction contract and will be paid to the County through the State Aid Finance Office under the Delegated Contract Process on a reimbursable basis after expenses have been incurred; and
5. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205; and

6. Agreement No. 1046850 between the State and the BNSF Railway Company will address railroad flagging and other Project elements involving the BNSF Railway Company; and
7. Since a portion of the Project is on the National Highway System Right of Way, the State will perform oversight engineering of that portion of the Project in connection with the construction as required by the Stewardship Plan between the Federal Highway Administration (FHWA) and the State, dated May 2015, to ensure that the Federal highway program is delivered consistent with applicable laws, regulations, and policies and any construction activity undertaken on or affecting the trunk highway system is designed and constructed in accordance with the laws and rules of the State of Minnesota and policies of the Department of Transportation; and
8. 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 State trunk highway system, and local road improvements connecting to the trunk highway system.

## **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: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 6. Maintenance by the County; 10. Liability; Worker Compensation Claims; Insurance; 13. State Audits; 14. Government Data Practices; 16. Governing Law; Jurisdiction; Venue; 18. Force Majeure; and 19. State Bond Financed Property Restrictions.
- 1.4. **Plans, Specifications, and Special Provisions.** State-approved County plans, specifications, and special provisions designated by the State and the County as State Project No. 027-692-009 and by the State as State Project No. 2713-124 (T.H. 12=010) are on file in the office of the County's Engineer and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is attached and incorporated into this Agreement.  
Exhibit A - Maintenance Responsibilities is attached and incorporated into this Agreement.  
Exhibit B - Funding Split is attached and incorporated into this Agreement.
- 1.6. **Recitals.** Recitals 1-8 above are hereby incorporated into this Agreement.

### **2. Right-of-Way Use**

- 2.1. **Limited Right to Occupy.** The State grants to the County (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or



terms of applicable permits. The State will have no liability to the County (or its contractors or consultants) for revoking this right of occupancy.

- 2.2. State Access; Suspension of Work; Remedial Measures.** The State's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the County or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may notify and require the County (and its contractors and consultants) to suspend their operations until the County (and its contractors and consultants) take all reasonably necessary actions to rectify the situation to the satisfaction of the State. The State will have no liability to the County (or its contractors or consultants) for exercising or failing to exercise its rights under this provision.
- 2.3. Traffic Control; Worker Safety.** While the County (and its contractors and consultants) are occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City, County, contractor, and consultant personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- 2.4. State Ownership of Improvements.** The State will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the County's contractor with respect to such improvements (if any) will flow to the State. The County will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the County's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the County will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the County's consultants and contractors.
- 2.5. Utility Relocation.** The State authorizes the County to issue Notices and Orders for utility relocation in accordance with Minnesota Statutes §161.45 and Minnesota Rules Part 8810.3100 through 8810.3600.

### 3. Contract Award and Construction

- 3.1. Bids and Award.** The County will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by the State in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.
- 3.2. Bid Documents Furnished by the County.** The County will, within 7 days of opening bids for the construction contract, submit to the State's State Aid Agreements Engineer a copy of the low bid and an abstract of all bids together with the County's request for concurrence by the State in the award of the construction contract. The County will not award the construction contract until the State advises the County in writing of its concurrence.
- 3.3. Rejection of Bids.** The County may reject and the State may require the County to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the County will repeat the bidding process in a reasonable period of time, without cost or expense to the State.

**3.4. Contract Terms.** The County's contract with its construction contractor(s) must include the following terms:

- A. A clause making the State of Minnesota, acting through its Commissioner of Transportation, an intended third-party beneficiary of the contract with respect to the portion of work performed on the State's Right-of-Way; and
- B. A clause requiring the State to be named as an additional insured on any insurance coverage which the contractor is required to provide; and
- C. A clause stating that any warranties provided by the contractor, for the work performed on the trunk highway, will flow to, and be enforceable by, the State as the owner of such improvements.

**3.5. Direction, Supervision, and Inspection of Construction.**

- A. The contract construction will be under the direction of the County and under the direct supervision of a registered professional engineer. The supervision provided by the County may only be assigned, sublet, or transferred after the County is notified in writing by the State that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the County from its primary responsibility for satisfactory performance of the contract construction. The County will provide a County-employed registered professional engineer to oversee the contract construction, if the same consultant that designed the project employs the engineer supervising the contract construction directly.
- B. The State will be the primary overseer of the contract construction and a State District Engineer authorized representative will perform regular periodic inspections during construction. The County will give the State Aid Agreements Engineer at Roseville five days' notice of its intention to start the contract construction.
- C. The County will notify the Independent Assurance Inspector when the contract construction is in progress that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule. Responsibility for the control of materials for the contract construction will be on the County and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction".

**3.6. Performance of Oversight Engineering.**

- A. The State will perform oversight engineering on that portion of the Project involving the reconstruction or construction of Bridge No. 27316 over the State's Trunk Highway Right-of-Way as required by the FHWA Stewardship Agreement pertaining to work by local agencies on the National Highway System (NHS).
- B. Oversight engineering will consist of the following items which impact the NHS:
  - i. Review, approve, and provide concurrence of all change orders that pertain to the work on the Trunk Highway Right-of-Way; and
  - ii. Review of documented inspection and materials testing; and
  - iii. Periodic construction inspections; and
  - iv. Review traffic control; and

- v. Periodically attend weekly meetings; and
- vi. Review contractor's schedules; and
- vii. Review/approval of any closures of lanes on the Trunk Highway; and
- viii. Any other oversight engineering duties required by the FHWA and/or the State.

**3.7. Contaminated Soils and Groundwater within the State's Cost Participation Limits.**

- A. 24 Hour Notification.** The County will notify the State District Engineer's authorized representative a minimum of 24 hours prior to the contractor beginning the excavation and removal of any contaminated soils that have been identified within the Project limits.
- B. Immediate Notification.** The County will notify the State District Engineer's authorized representative immediately upon the contractor encountering contaminated soils and/or groundwater in areas that are within the Project limits. The County will confer with the State as to the handling, disposal, and any other issues related to contaminated materials found on State Right-of-Way or import of materials onto State Right-of-Way.
- C. Environmental Consultant.** The County will provide for an Environmental Consultant to be on site to observe and document the excavation, handling and disposal of contaminated soils that have been identified within the Project limits. If the contractor encounters contaminated materials in areas not previously identified and upon notification by the County to the State, the County hired Environmental Consultant will be provided to collect and analyze soil and/or groundwater samples to determine contaminant levels, work with the landfill for disposal of the soil waste, and provide oversight of any soil and groundwater handling and disposal. The County will not allow the contractor to excavate any contaminated soil unless the Environmental Consultant is present.

**3.8. Completion of Construction.** The County will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate County official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.

**3.9. Plan Changes.** All changes in the Project Plans and all addenda, change orders, supplemental agreements, and work orders entered into by the County and its contractor for contract construction must be approved in writing by the State District Engineer's authorized representative. Such approval will not be unreasonably withheld.

**3.10. State Furnished Engineering Services.** Upon written request from the County, the State may furnish specific engineering or technical services, pursuant to Minnesota Statutes § 161.39. Such services may be covered by other technical services agreements. The County will pay the State to reimburse the Trunk Highway Fund for the full cost and expense of furnishing such services, upon the State's requests for reimbursement. The costs and expenses will include the current State labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Providing such services will not make the State a principal or co-principal with respect to liability regarding the contract construction.

**3.11. Compliance with Laws, Ordinances, and Regulations.**

- A.** The County will comply and cause its contractor to comply with all Federal, State, and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the

State's Trunk Highway Right-of-Way, the County will not require the contractor to follow local ordinances or to obtain local permits.

- B. City and County treatment of all public, private, or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way will conform to 23 CFR 645 "Utilities" which is incorporated into this Agreement by reference.

**3.12. Construction Documents Furnished by the County.** The County will keep records and accounts that enable it to provide the State, when requested, with the following:

- A. Copies of the County contractor's invoice(s) covering all contract construction.
- B. Copies of the endorsed and canceled County warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate County official that final construction contract payment has been made.
- C. Copies of all construction contract change orders, supplemental agreements, and work orders.
- D. A certification form, provided by the State, signed by the County's Engineer in charge of the contract construction attesting to the following:
  - i. Satisfactory performance and completion of all contract construction according to the Project Plans.
  - ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current "Standard Specifications for Construction".
  - iii. Full payment by the County to its contractor for all contract construction.
- E. Copies, certified by the County's Engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction.
- F. A copy of the "As Built" plan sent to the State Aid Agreements Engineer.

#### **4. Right-of-Way; Easements; Permits**

- 4.1.** The County will obtain all rights-of-way, easements, construction permits, and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the County will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits, and other permits and sanctions required for State participation construction covered under this Agreement and as described in Section 7.2.B.
- 4.2.** The County will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State. Additionally, the County will convey to the City by quit claim deed, all newly acquired rights that are not needed for the continuing operation and maintenance of the Trunk Highway but that are needed for the continuing operation and maintenance of the city streets upon completion of the Project, at no cost or expense to the City.
- 4.3.** The County will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings, and depiction of utilities affected by the contract construction.

#### **5. Maintenance by the City**

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

**5.1. Roundabout on T.H. 12.**

**A. Roundabout Landscaping.** Maintenance of any landscaping in the roundabout at the T.H. 12 and C.S.A.H. 92 grade separation as shown in Exhibit A. Maintenance includes, but is not limited to, vegetation control, litter and debris removal, removal and replacement of all dead or diseased plantings, and any other maintenance activities necessary to perpetuate the landscaping in a safe, usable, and aesthetically acceptable condition.

**5.2. Sidewalks and Bikeways/Shared Use Paths.** Maintenance of any sidewalk and bikeway/shared use path construction on the roundabout at the T.H. 12 and C.S.A.H. 92 grade separation as shown in Exhibit A, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, panel replacement, pavement replacement, cross street pedestrian crosswalk markings, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the sidewalks and bikeways/shared use paths in a safe, useable, and aesthetically acceptable condition. The City will determine the level of service and frequency of maintenance associated with the sidewalk and bikeway/shared use path facilities.

**5.3. Lighting.** Maintenance and ownership of lighting facilities construction on feed points S1 and S2, as shown in Exhibit A. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, 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, blown fuses, knocked down poles including wiring within the poles, damaged poles, pullboxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment. 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 State will have no ownership or maintenance responsibilities with regard to lighting system construction on feed points S1 and S2. The State will own and maintain lighting facilities construction on feed point P09E.

**5.4. 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 owner of the storm sewer facilities.

**6. Maintenance by the County**

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

**6.1. Roadways.** Maintenance of the roadway between the roundabout and C.S.A.H. 92, as shown in Exhibit A. Maintenance includes, but is not limited to, snow, ice and debris removal, and any other maintenance activities according to accepted County maintenance practices.

**6.2. Storm Sewers.** Routine maintenance of any storm sewer facilities construction as shown in Exhibit A. 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.

**6.3. RAB Pond Responsibilities.** The County will share in the cost of future major maintenance at a rate based on the ratio of contributing water volume entering into the pond at the time that the major maintenance is required. The County's contributing water volume entering into the pond at the time the pond was designed is 10 percent for the RAB Pond, as shown in Exhibit A. Major maintenance includes, but is not limited to, removal of sediment, repair of major erosion problems, major structure and entrance pipe repair and any other major maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities. The State and the County may enter into a separate agreement to define additional responsibilities for maintenance of the pond.

The County will share in all responsibilities, obligations and liabilities arising out of or by reason of the drainage collecting into and being discharged from the pond. The County will share such responsibilities, obligations and liabilities at a rate based on the ratio of contributing water volume entering into the pond as referenced in the previous paragraph, however, contributing water volume ratios may change based on development and alteration of land use in the vicinity.

**6.4. Y Pond Responsibilities.** The County will be responsible for any costs of future major and minor maintenance of the Y Pond as shown in Exhibit A. Major maintenance includes, but is not limited to, removal of sediment, repair of major erosion problems, major structure and entrance pipe repair and any other major maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities. The City and the County may enter into a separate agreement to define additional responsibilities for maintenance of the pond.

The County will own the Y Pond and accept all responsibilities, obligations and liabilities arising out of or by reason of the drainage collecting into and being discharged from the pond. The State will have no ownership or maintenance responsibilities with regard to the Y Pond.

**6.5. Bridge No. 27316 (C.S.A.H. 92 over Trunk Highway No. 12).** The State will share ownership responsibilities with the County. The State will be listed as the owner in the NBIS (National Bridge Inspection Standards) database. The State will perform or contract bridge inspections and major bridge maintenance and will invoice the County for 50% of the cost of these activities, including administrative costs. The County will be responsible for all minor maintenance (except those items identified below, which are the State's responsibility).

**A. County Responsibilities.** The County will be responsible for minor maintenance, which includes all non-structural maintenance activities on the bridge. The County will keep the roadway and bridge reasonably clear from ice, snow, litter, and debris and undertake proper and timely cleaning and ice and snow control measures when necessary. Ice, snow, litter, and debris removal will cover the entire bridge width without pushing ice or snow onto any roadway, railroad, shared use path or walkway below the bridge. The County will be responsible for pavement markings, guardrail on the local roadway, graffiti removal that is visible from the local roadway, and non-structurally supported signing. The County will be responsible for oversize, overweight and special use permits.

Future replacement of the bridge will be in accordance with MnDOT's Cost Participation Policy.

**B. State Responsibilities.** The State will perform or contract structural inspections and major maintenance of the bridge and invoice the County for the cost of those activities at the cost sharing percentage defined above. Major maintenance includes all structural related maintenance, including expansion joint flushing, deck crack sealing, painting, overlays, re decking and rehabilitation of the bridge, concrete bridge approach panels, and structurally-supported signing on the bridge.

The State is responsible for maintenance of all guardrails on T.H. 12 below the Bridge, maintenance of any roadway signing that is attached to the bridge, for the purpose of the roadway traffic on T.H. 12, maintenance of all non-ornamental fencing on the Trunk Highway Right Of Way, and maintenance of graffiti removal within the control of access below the Bridge. The State will determine the safe load rating for the bridge. The State will provide emergency response for traffic hits and restitution from insurance companies or private parties who have damaged the bridge.

The State retains its authority to administer, issue, and regulate access permits, sign advertising permits, drainage permits, flag installation, and permits to install utilities on Trunk Highway Right-Of-Way.

**C. Aesthetics.** The County will own and perform maintenance and repair of aesthetic elements on Bridge No. 27316: architectural surface finish, architectural concrete texture, ornamental metal railing, and any elements later added to the bridge as a plan change by Article 3.9. Maintenance and repair includes, but is not limited to, painting, graffiti removal, panel replacement, and any other maintenance activity necessary to perpetuate the aesthetic elements in a safe, usable, and aesthetically acceptable condition.

**6.6. 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 owner of the storm sewer facilities.

## **7. State Cost and Payment by the State**

**7.1. State Cost.** The State's cost for roundabout, temporary signals, lighting, ADA improvements, and intersection grade separation construction less State Furnished Materials cost is defined in the construction plan and the attached Preliminary Schedule "I" and is reflective of the Participation Distribution prepared by the Office of State Aid for Local Transportation. The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon review of the construction contract bid documents described in Article 3.2, the State will decide whether to concur in the County's award of the construction contract and, if so, 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.

### **7.2. Construction Costs.**

**A. Federal-Aid Funds and State Match to the Federal-Aid Funds.** **\$5,632,720.72** is the Federal-aid funded portion and **\$768,891.29** is the State Match to the Federal-aid funds of the State construction cost share and will be paid to the County through the State Aid Finance Office under the Delegated Contract Process (State Aid Manual, Chapter 5.3). **\$2,000,000.00** is the capped amount of available Section 164 HSIP Federal-aid funds for the State cost share. **\$1,000,000.00** is the capped amount of available HSIP RRS Federal-aid funds, and **\$111,111.11** is the capped State match to said Federal-aid funds. **\$2,631,120.72** is the STPF Federal-aid funded portion and **\$657,780.18** is the State match to the STPF Federal-aid funds of the State construction cost share. **\$1,600.00** is the STPF Federal-aid funded amount for training, as shown in the Preliminary Schedule "I". The STPF Federal-aid funds available for the State cost share will be capped upon award of the construction contract.

**B. State Funded.** **\$630,000.00** is the State's estimated portion of Right-of-Way costs. The State will pay the County the State funded portion of the Right-of-Way cost share, up to the capped amount of **\$630,000.00**, after the following conditions have been met:

- i. Encumbrance by the State of the State's full and complete State funded cost share.
- ii. Approval by the State's Land Management Director at St. Paul of certified documentation, submitted by the County, for all right-of-way and easement acquisitions required for the contract construction.
- iii. Execution of this Agreement and transmittal to the City and the County.
- iv. The State's receipt of a written request from the County for the advancement of funds. The request will include documentation confirming that the County has paid the appropriate parties for the acquisition of Right-of-Way.

**7.3. *Limitations of State Payment; No State Payment to Contractor.*** The State's participation in the contract construction is limited to the amount shown in Article 7.2, and the State's participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the County. The County's contractor is not intended to be and will not be deemed to be a third party beneficiary of this Agreement. The County's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the County by the County's contractor.

**7.4. *Construction Costs Exceeding Encumbered Amount.*** Whenever it appears the cost of the State participation construction covered under this Agreement is about to exceed the current amount of encumbered State funds, the County will notify the State District Engineer's authorized representative in writing prior to performance of the additional State participation construction. Notification will include an estimate in the amount of additional funds necessary to complete the State participation construction and the reason(s) why the current amount encumbered will be exceeded. The State will, upon its approval of the additional State participation construction, encumber the necessary additional funds. That action will have the effect of amending this Agreement so as to include the State's share of the costs of the additional construction.

Should the County cause the performance of additional contract construction which would otherwise qualify for State participation construction covered under this Agreement, but for which the State has not previously encumbered funds, that additional contract construction is done at the County's own risk. The County will notify the State District Engineer's authorized representative in writing of the additional State participation construction. Notification will include an estimate in the amount of additional funds necessary to cover the additional State participation construction and the reason(s) why the current amount encumbered was exceeded. If the State District Engineer's authorized representative approves the additional State participation construction, the County's claim for compensation along with a request for encumbrance of the necessary additional funds will be submitted to the State's Budget Section for review of compliance with Minnesota Statutes § 16A.15, subdivision 3, but no guarantee is made that the claim will be approved by the State's Budget Section. If the claim for compensation and the request for encumbrance of the necessary additional funds are approved by the State's Budget Section, that action will have the effect of amending this Agreement so as to include the State's share of the costs of the additional construction.

**7.5. *Final Payment by the State.*** Upon completion of all contract construction, the State will prepare a Final Schedule "I" in conjunction with the Delegated Contract Process. The Final Schedule "I" will be based on final quantities, and include all State participation construction items covered under this Agreement. If the final cost of the State participation construction exceeds the amount of funds advanced by the State, the State will pay the difference to the County without interest. If the final cost of the State participation



construction is less than the amount of funds advanced by the State, the County will refund the difference to the State without interest.

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

## 8. 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.

### 8.1. 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

### 8.2. 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

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

Name, Title: Carla Stueve, Hennepin County Engineer (or successor)  
Address: 1600 Prairie Drive, Medina, MN 55340  
Telephone: (612) 596-0356  
E-Mail: carla.stueve@hennepin.us

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

**9.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other parties and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

**9.2. 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.

**9.3. 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.

**9.4. 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.

## 10. Liability; Worker Compensation Claims; Insurance

**10.1.** 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 and 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. Notwithstanding the foregoing, the City

and the County will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys' fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's and the County's contractor(s) or consultant(s) or by a third party because of an act or omission by the City, the County, or their contractor(s) or consultant(s).

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

**10.3.** The County may require its contractor to carry insurance to cover claims for damages asserted against the County's contractor.

#### **11. Nondiscrimination**

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

#### **12. 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 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.

#### **13. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the City's and 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.

#### **14. 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.

#### **15. Telecommunications Certification**

By signing this agreement, the County certifies 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), and 2 CFR 200.216, the County will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, 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 County will include this certification as a flow down clause in any contract related to this agreement.

## 16. 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.

## 17. Termination; Suspension

**17.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

**17.2. *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 payment of the services covered here. Termination must be by written or fax notice to the City and the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

**17.3. *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

## 18. 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.

## 19. State Bond Financed Property Restrictions

**19.1. *State Grant Agreement Relationship to Project.*** Pursuant to a General Obligation Bond Proceeds Grant Agreement - Construction Grant ("Grant Agreement") to be entered into between the County and State, authorized by Minnesota Laws 2017, 1<sup>st</sup> Special Session, Ch. 8, Art. 1, Sec. 15, Subd. 3(i), the County is providing funding for the Project within the area as shown in Exhibit B ("Area"), using State of Minnesota general obligation bond proceeds issued under Article XI, Section 5 (a) of the Minnesota Constitution ("G.O. Bonds"). The use of the G.O. Bonds proceeds and the County's use of the Project are further subject to the restrictions, obligations and terms imposed under the Grant Agreement. The portions of the Project that are funded by G.O. Bonds, are not needed for the trunk highway, and are therefore not part of MnDOT's trunk highway system. County and State acknowledge that due to the use of G.O. Bonds to fund the Project, the Commissioner of Minnesota Management and Budget ("MMB") has certain rights in the Project as set forth in the Grant Agreement. The State's interest under the Grant Agreement extends for 37.5 years, as measured from the date of substantial completion of the Project.

County will own the non-trunk highway portions of the Project within the Area as the Road Authority pursuant to Minnesota Statutes Chapter 160.

**19.2. *Modifications, Amendment, Termination.*** Notwithstanding anything to the contrary in this Agreement, State agrees to provide at least ninety (90) days' notice to the Commissioner of MMB, consult with MMB,

and make a good faith effort to obtain the Commissioner of MMB's consent before modifying, restating, amending, changing in any way, prematurely terminating, revoking, or cancelling this Agreement, except in the case of: (1) an emergency as determined in State's sole discretion; or (2) a routine amendment to update Project costs or cost participation as construction proceeds. Notwithstanding anything to the contrary in this Agreement, before State terminates or cancels this Agreement due to County's failure to perform any requirements or obligations under this Agreement, State will give written notice of such failure to County and will allow County thirty (30) days to cure such default to State's satisfaction. Notwithstanding anything to the contrary in this Agreement, State will first demand specific performance by County in the event of County's failure to perform any requirements or obligations under this Agreement (for the avoidance of doubt, this provision does not require State to obtain a court order for specific performance). In the event the Agreement is terminated pursuant to Article 17, the County will pay MMB the bond financed share of the Project as required by the Grant Agreement.

State acknowledges that it has no current plans in the (i) Minnesota State Highway Investment Plan, (ii) Minnesota Capital Highway Investment Plan, and (iii) Minnesota State Transportation Investment Plan that would affect the intended long term use of the Project or require the cancellation of this Agreement.

State will give County and MMB notice of any foreclosure by a third party of a voluntary or involuntary lien or encumbrance relating to the Project for which State has knowledge. State shall make a good faith effort to obtain the Commissioner of MMB's consent to any mortgage or voluntary lien on its interest in this Agreement before creating such an interest.

**19.3. *Transfer of Property by MnDOT; Cancellation of Agreement by County.*** If MnDOT sells or transfers the Area within 37.5 years of the date of substantial completion of the Project, the County will pay MMB the bond financed share of the Project sale as required by the Grant Agreement.

If County determines that the Project no longer serves a government purpose, County will notify MMB and pay to MMB the bond financed share of the Project as required by the Grant Agreement.

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**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: \_\_\_\_\_

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

SWIFT Purchase Order: 3000593104

**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: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

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

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

Approved:

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

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

**COMMISSIONER OF ADMINISTRATION**

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

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

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

**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 County Board)

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

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

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

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

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

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 THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**PRELIMINARY SCHEDULE "I"**  
**Agreement No. 1045773**  
**Hennepin County**

S.P. 2713-124 (T.H. 12=010) Preliminary: August 5, 2021  
 S.P. 027-692-009  
 Fed. Proj. STPF-HSIP-RRS 2721(229)

Grading, bituminous pavement, roundabout, lighting, ADA improvements, temporary signals, TMS,  
 Bridge No. 27316 and No. 27J74 construction to start approximately August 2021 under  
 State Contract No. \_\_\_\_ with \_\_\_\_  
 located on Trunk Highway No. 12 from 1,010 feet west of County State Aid Highway (C.S.A.H.) No. 92 (South) to 4,200 feet east of County State Aid Highway No. 92 (North)  
 and on County State Aid Highway No. 92 from 2,900 feet south of Trunk Highway No. 12 to 1,500 feet north of Trunk Highway No. 12

<b>STATE COST PARTICIPATION</b>			
	Total	State Match to	100% State Funds
	State Participation	Federal Aid	Federal Aid
(1) 100% Section 164 HSIP Federal	2,000,000.00	2,000,000.00	
(2) 90% HSIP RRS Federal, 10% State	1,111,111.11	1,000,000.00	111,111.11
(3) Remaining Balance - 80% STPF Federal, 20% State Training Work Item (From Sheet No. 8)	3,288,900.90 1,600.00	2,631,120.72 1,600.00	657,780.18
(4) Right-of-Way Costs (Capped at \$630,000.00)	630,000.00		630,000.00
Subtotals		<b>\$5,632,720.72</b>	<b>\$768,891.29</b>
<b>(5) Total State Cost</b>	<b>\$7,031,612.01</b>		<b>\$630,000.00</b>

(1) Section 164 HSIP Funds capped at \$2,000,000.00. These funds will be used first, up to the capped amount.  
 (2) Funding group capped at \$1,111,111.11. These funds will be used second, up to the capped amount.  
 (3) Funding group to be capped on Project award  
 (4) Payment will be according to Article 7.2.B of the Agreement  
 (5) Amount of total State obligation as described in Article 7 of the Agreement (estimated amount)

(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 2713-124 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2011.601	AS BUILT	LUMP SUM	0.50	22,550.00	11,275.00
2021.501	MOBILIZATION	LUMP SUM	0.45	1,025,000.00	461,250.00
2031.502	FIELD OFFICE TYPE D	EACH	0.45	36,725.80	16,526.61
2101.505	CLEARING (P)	ACRE	4.50	3,627.60	16,324.20
2101.505	GRUBBING (P)	ACRE	4.50	2,472.60	11,126.70
2102.503	PAVEMENT MARKING REMOVAL	LIN FT	26,920.00	0.80	21,536.00
2102.518	PAVEMENT MARKING REMOVAL	SQ FT	288.00	7.00	2,016.00
2103.501	BUILDING REMOVAL	LUMP SUM	1.00	51,250.00	51,250.00
2104.502	REMOVE BOX CULVERT	EACH	1.00	7,000.00	7,000.00
2104.502	REMOVE PIPE APRON	EACH	16.00	268.90	4,302.40
2104.502	REMOVE ANCHORAGE ASSEMBLY	EACH	6.00	250.00	1,500.00
2104.502	REMOVE UTILITY VAULT	EACH	2.00	4,032.40	8,064.80
2104.502	REMOVE DELINEATOR	EACH	115.00	242.00	27,830.00
2104.502	REMOVE SIGN TYPE C	EACH	19.00	65.00	1,235.00
2104.502	REMOVE SIGN TYPE D	EACH	8.00	110.00	880.00
2104.502	REMOVE ENERGY ABSORBING TERMINAL	EACH	3.00	300.00	900.00
2104.502	SALVAGE FLASHER SYSTEM	EACH	2.00	463.10	926.20
2104.502	SALVAGE CCTV HARDWARE	EACH	1.00	427.60	427.60
2104.502	SALVAGE SERVICE CABINET	EACH	1.00	571.40	571.40
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	1,440.00	5.20	7,488.00
2104.503	REMOVE PIPE CULVERTS	LIN FT	478.00	15.50	7,409.00
2104.503	REMOVE FENCE	LIN FT	107.00	3.30	353.10
2104.503	REMOVE GUARDRAIL	LIN FT	3,593.00	4.40	15,809.20
2104.503	REMOVE CABLE GUARDRAIL	LIN FT	697.00	2.70	1,881.90
2104.504	REMOVE PAVEMENT	SQ YD	9,764.00	17.10	166,964.40
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	310.00	8.80	2,728.00
2104.504	REMOVE BITUMINOUS PAVEMENT (P)	SQ YD	12,657.00	11.00	139,227.00
2104.601	REMOVE CABLES	LUMP SUM	1.00	563.80	563.80
2105.601	DEWATERING	LUMP SUM	1.00	25,625.00	25,625.00
2105.601	TEMPORARY STREAM DIVERSION SYSTEM	LUMP SUM	0.50	22,550.00	11,275.00
2105.602	SETTLEMENT PLATES	EACH	3.00	500.00	1,500.00
2105.607	EXCAVATION SPECIAL	CU YD	50.00	80.00	4,000.00
2105.609	HAUL & DISPOSE OF CONTAMINATED MATERIAL	TON	30.00	50.00	1,500.00
2106.507	EXCAVATION - COMMON (P)	CU YD	100,170.00	5.25	525,892.50



(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 2713-124 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2106.507	EXCAVATION - SUBGRADE (P)	CU YD	17,066.00	7.00	119,462.00
2106.507	EXCAVATION - MUCK (P)	CU YD	27,447.00	8.20	225,065.40
2106.507	GRANULAR EMBANKMENT (CV) (P)	CU YD	18,449.00	14.00	258,286.00
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	23,598.00	17.70	417,684.60
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	35,517.00	5.20	184,688.40
2118.507	AGGREGATE SURFACING (CV) CLASS 2	CU YD	471.00	45.20	21,289.20
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	hour	44.00	150.00	6,600.00
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	9,345.00	30.10	281,284.50
2232.504	MILL BITUMINOUS SURFACE (2.0")	SQ YD	330.00	1.60	528.00
2232.603	MILLED SINUSOIDAL RUMBLE STRIPS	LIN FT	7,234.00	0.40	2,893.60
2232.603	MILLED SINUSOIDAL RUMBLE STRIPS-CL	LIN FT	1,437.00	0.40	574.80
2301.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	32.00	14.00	448.00
2331.603	JOINT ADHESIVE	LIN FT	26,396.00	0.50	13,198.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	89.00	66.90	5,954.10
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	TON	281.00	77.20	21,693.20
2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	1,800.00	66.90	120,420.00
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	TON	325.00	56.90	18,492.50
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (4,B)	TON	3,185.00	74.50	237,282.50
2360.509	TYPE SP 12.5 WEARING COURSE MIX (4,F)	TON	7,962.00	66.90	532,657.80
2411.601	STRUCTURE EXCAVATION	LUMP SUM	0.20	30,000.00	6,000.00
2412.502	6X4 PRECAST CONCRETE BOX CULV END SECT	EACH	2.00	3,398.90	6,797.80
2412.503	6X4 PRECAST CONCRETE BOX CULVERT	LIN FT	168.00	348.50	58,548.00
2451.507	FINE AGGREGATE BEDDING (CV)	CU YD	289.00	35.00	10,115.00
2451.507	COARSE AGGREGATE BEDDING (CV)	CU YD	141.00	55.20	7,783.20
2451.607	MEDIUM FILTER AGGREGATE (CV)	CU YD	576.00	37.50	21,600.00
2501.502	15" RC PIPE APRON	EACH	6.00	943.00	5,658.00
2501.502	24" RC PIPE APRON	EACH	1.00	1,445.30	1,445.30
2501.502	30" RC PIPE APRON	EACH	2.00	1,445.30	2,890.60
2501.502	24" RC SAFETY APRON	EACH	2.00	1,445.30	2,890.60
2501.502	30" RC SAFETY APRON	EACH	5.00	1,199.30	5,996.50
2501.503	24" CS PIPE CULVERT	LIN FT	44.00	84.10	3,700.40
2501.503	24" RC PIPE CULVERT DES 3006 CL III	LIN FT	40.00	73.80	2,952.00
2501.503	30" RC PIPE CULVERT DES 3006 CL III	LIN FT	292.00	135.30	39,507.60
2502.503	12" TP PIPE DRAIN	LIN FT	264.00	13.90	3,669.60

(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 2713-124 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2502.503	4" PERF TP PIPE DRAIN	LIN FT	4,313.00	7.90	34,072.70
2502.503	8" PERF PE PIPE DRAIN	LIN FT	671.00	9.70	6,508.70
2502.602	8" TP PIPE DRAIN CLEAN OUT	EACH	8.00	400.80	3,206.40
2502.602	12" TP PIPE DRAIN CLEAN OUT	EACH	2.00	424.40	848.80
2503.503	15" RC PIPE SEWER DES 3006 CL V	LIN FT	1,147.00	51.30	58,841.10
2503.503	18" RC PIPE SEWER DES 3006 CL V	LIN FT	217.00	61.50	13,345.50
2503.503	24" RC PIPE SEWER DES 3006 CL III	LIN FT	317.00	76.90	24,377.30
2506.502	CASTING ASSEMBLY	EACH	39.00	887.70	34,620.30
2506.503	CONST DRAINAGE STRUCTURE DESIGN H	LIN FT	40.00	522.80	20,912.00
2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	127.80	414.10	52,921.98
2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	LIN FT	14.40	665.00	9,576.00
2511.504	GEOTEXTILE FILTER TYPE 3	SQ YD	2,406.00	4.60	11,067.60
2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	491.00	5.60	2,749.60
2511.507	RANDOM RIPRAP CLASS II	CU YD	137.00	75.00	10,275.00
2511.507	RANDOM RIPRAP CLASS III	CU YD	142.00	80.90	11,487.80
2521.518	4" CONCRETE WALK	SQ FT	37,428.00	9.30	348,080.40
2521.518	6" CONCRETE WALK	SQ FT	1,938.00	16.80	32,558.40
2521.518	7" CONCRETE WALK	SQ FT	3,348.00	10.00	33,480.00
2531.503	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	7,921.00	22.60	179,014.60
2531.503	CONCRETE CURB & GUTTER DESIGN R424	LIN FT	346.00	22.60	7,819.60
2531.503	CONCRETE CURB & GUTTER DESIGN S524	LIN FT	1,734.00	22.60	39,188.40
2531.618	TRUNCATED DOMES	SQ FT	280.00	43.80	12,264.00
2533.503	PORTABLE PRECAST CONC BARRIER DES 8337	LIN FT	1,250.00	26.00	32,500.00
2533.503	PORTABLE PREC CONC BAR DES 8337-ANCHORED	LIN FT	3,500.00	48.00	168,000.00
2533.503	RELOCATE PORT PRECAST CONC BAR DES 8337	LIN FT	200.00	6.00	1,200.00
2533.503	RELOCATE PORT PRE CONC BAR DES 8337-ANCH	LIN FT	4,350.00	15.00	65,250.00
2540.602	MAIL BOX SUPPORT	EACH	4.00	155.80	623.20
2545.502	LIGHTING UNIT TYPE 9-40	EACH	27.00	3,341.27	90,214.29
2545.502	LIGHT FOUNDATION DESIGN E	EACH	27.00	972.63	26,261.01
2545.502	SERVICE CABINET -TYPE L1	EACH	1.00	6,175.25	6,175.25
2545.502	EQUIPMENT PAD B	EACH	1.00	1,368.93	1,368.93
2545.503	2" RIGID STEEL CONDUIT	LIN FT	140.00	21.29	2,980.60
2545.503	2" NON-METALLIC CONDUIT	LIN FT	416.00	4.94	2,055.04
2545.503	3" NON-METALLIC CONDUIT	LIN FT	325.00	18.77	6,100.25

(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 2713-124 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2545.503	UNDERGROUND WIRE 1/C 2 AWG	LIN FT	125.00	3.73	466.25
2545.503	UNDERGROUND WIRE 1/C 4 AWG	LIN FT	565.00	3.73	2,107.45
2545.503	DIRECT BURIED LIGHTING CABLE 4/C 4 AWG	LIN FT	5,073.00	8.16	41,395.68
2550.503	1.5" NON-METALLIC CONDUIT	LIN FT	30.00	12.00	360.00
2550.503	2" NON-METALLIC CONDUIT	LIN FT	500.00	12.20	6,100.00
2550.503	POWER CABLE 3 CONDUCTOR NO 8	LIN FT	550.00	5.20	2,860.00
2550.503	SIGNAL CONTROL CABLE 3 COND NO 14	LIN FT	540.00	3.90	2,106.00
2550.602	INSTALL SERVICE CABINET	EACH	1.00	1,025.00	1,025.00
2550.602	INSTALL CCTV HARDWARE	EACH	1.00	1,537.50	1,537.50
2550.602	PULL VAULT	EACH	3.00	1,537.50	4,612.50
2550.603	2" BORED CONDUIT	LIN FT	120.00	25.70	3,084.00
2554.502	GUIDE POST TYPE B	EACH	15.00	76.90	1,153.50
2554.502	ANCHORAGE ASSEMBLY - TYPE 31	EACH	1.00	2,562.50	2,562.50
2554.502	END TREATMENT-TANGENT TERMINAL	EACH	3.00	2,562.50	7,687.50
2554.503	TRAFFIC BARRIER DESIGN TYPE 31	LIN FT	550.00	25.70	14,135.00
2554.615	IMPACT ATTENUATOR	ASSEMBLY	1.00	30,000.00	30,000.00
2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	0.50	55,000.00	27,500.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.45	225,000.00	101,250.00
2563.602	PORTABLE CONCRETE BARRIER DELINEATOR	EACH	211.00	10.00	2,110.00
2563.602	SURFACE MOUNTED DELINEATOR	EACH	197.00	31.00	6,107.00
2563.613	PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY	24.00	120.00	2,880.00
2563.615	TEMPORARY IMPACT ATTENUATOR	ASSEMBLY	6.00	3,000.00	18,000.00
2563.615	RELOCATE TEMPORARY IMPACT ATTENUATOR	ASSEMBLY	13.00	1,000.00	13,000.00
2564.502	DELINEATOR TYPE SPECIAL	EACH	59.00	25.00	1,475.00
2564.518	SIGN PANELS TYPE C	SQ FT	364.00	60.00	21,840.00
2564.518	SIGN PANELS TYPE D	SQ FT	322.00	60.00	19,320.00
2564.602	DELINEATOR / MARKER PANEL	EACH	3.00	80.00	240.00
2564.602	DELINEATOR / MARKER SIGN	EACH	3.00	180.00	540.00
2565.616	TEMPORARY SIGNAL SYSTEM A	SYSTEM	1.00	15,000.00	15,000.00
2565.616	TEMPORARY SIGNAL SYSTEM B	SYSTEM	1.00	85,000.00	85,000.00
2565.616	TEMPORARY SIGNAL SYSTEM C	SYSTEM	1.00	5,000.00	5,000.00
2565.616	TEMPORARY SIGNAL SYSTEM D	SYSTEM	1.00	5,000.00	5,000.00
2565.602	INSTALL FLASHER SYSTEM	EACH	2.00	4,612.50	9,225.00
2571.525	DECIDUOUS SHRUB 15" HT CONT	SHRUB	11.00	80.00	880.00

(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 2713-124 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2571.527	PERENNIAL 4.5" CONT	PLANT	150.00	35.00	5,250.00
2571.527	PERENNIAL NO 1 CONT	PLANT	35.00	35.00	1,225.00
2571.527	ORNAMENTAL GRASS NO 1 CONT	PLANT	35.00	35.00	1,225.00
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1.00	5,125.00	5,125.00
2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	0.50	5,125.00	2,562.50
2573.502	STORM DRAIN INLET PROTECTION	EACH	42.00	179.40	7,534.80
2573.502	CULVERT END CONTROLS	EACH	7.00	232.70	1,628.90
2573.503	SILT FENCE, TYPE MS	LIN FT	8,106.00	2.50	20,265.00
2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER	LIN FT	178.00	16.00	2,848.00
2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	8,558.00	2.80	23,962.40
2574.505	SUBSOILING (P)	ACRE	16.30	440.80	7,185.04
2574.505	SOIL BED PREPARATION (P)	ACRE	16.30	184.50	3,007.35
2575.504	COMPOST BLANKET (P)	SQ YD	42,375.00	1.20	50,850.00
2574.507	FILTER TOPSOIL BORROW (P)	CU YD	582.00	42.00	24,444.00
2574.508	FERTILIZER TYPE 3	POUND	4,051.00	0.80	3,240.80
2574.508	FERTILIZER TYPE 4	POUND	200.00	0.80	160.00
2575.505	SEEDING (P)	ACRE	16.30	369.00	6,014.70
2575.505	DISK ANCHORING	ACRE	16.30	84.60	1,378.98
2575.505	WEED SPRAYING	ACRE	8.40	366.50	3,078.60
2575.506	WEED SPRAY MIXTURE	GALLON	4.50	170.20	765.90
2575.508	SEED MIXTURE 25-131	POUND	1,453.00	5.50	7,991.50
2575.508	SEED MIXTURE 33-261	POUND	47.00	22.80	1,071.60
2575.508	SEED MIXTURE 35-241	POUND	293.00	14.60	4,277.80
2575.509	MULCH MATERIAL TYPE 3	TON	33.00	275.00	9,075.00
2575.523	RAPID STABILIZATION METHOD 3	M GALLON	78.60	592.00	46,531.20
2575.604	SODDING TYPE SPECIAL	SQ YD	500.00	30.00	15,000.00
2575.604	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	18,813.00	1.60	30,100.80
2581.503	REMOVABLE PREFORM PAVEMENT MARKING TAPE	LIN FT	17,180.00	1.10	18,898.00
2581.618	REMOVABLE PREFORMED PAVEMENT MESSAGE TAPE	SQ FT	31.00	13.00	403.00
2581.618	REMOVABLE PREFORMED PLASTIC MASK (BLACK)	SQ FT	222.00	8.00	1,776.00
2582.503	4" SOLID LINE PAINT (WR)	LIN FT	250.00	0.20	50.00
2582.503	6" SOLID LINE PAINT (WR)	LIN FT	5,380.00	0.20	1,076.00
2582.503	24" SOLID LINE PAINT (WR)	LIN FT	490.00	4.00	1,960.00
2582.503	4" DOTTED LINE PAINT (WR)	LIN FT	100.00	0.35	35.00

(1) 100% SECTION 164 HSIP FEDERAL; THEN 90% HSIP RRS FEDERAL, 10% STATE; THEN 80% STPF FEDERAL, 20% STATE

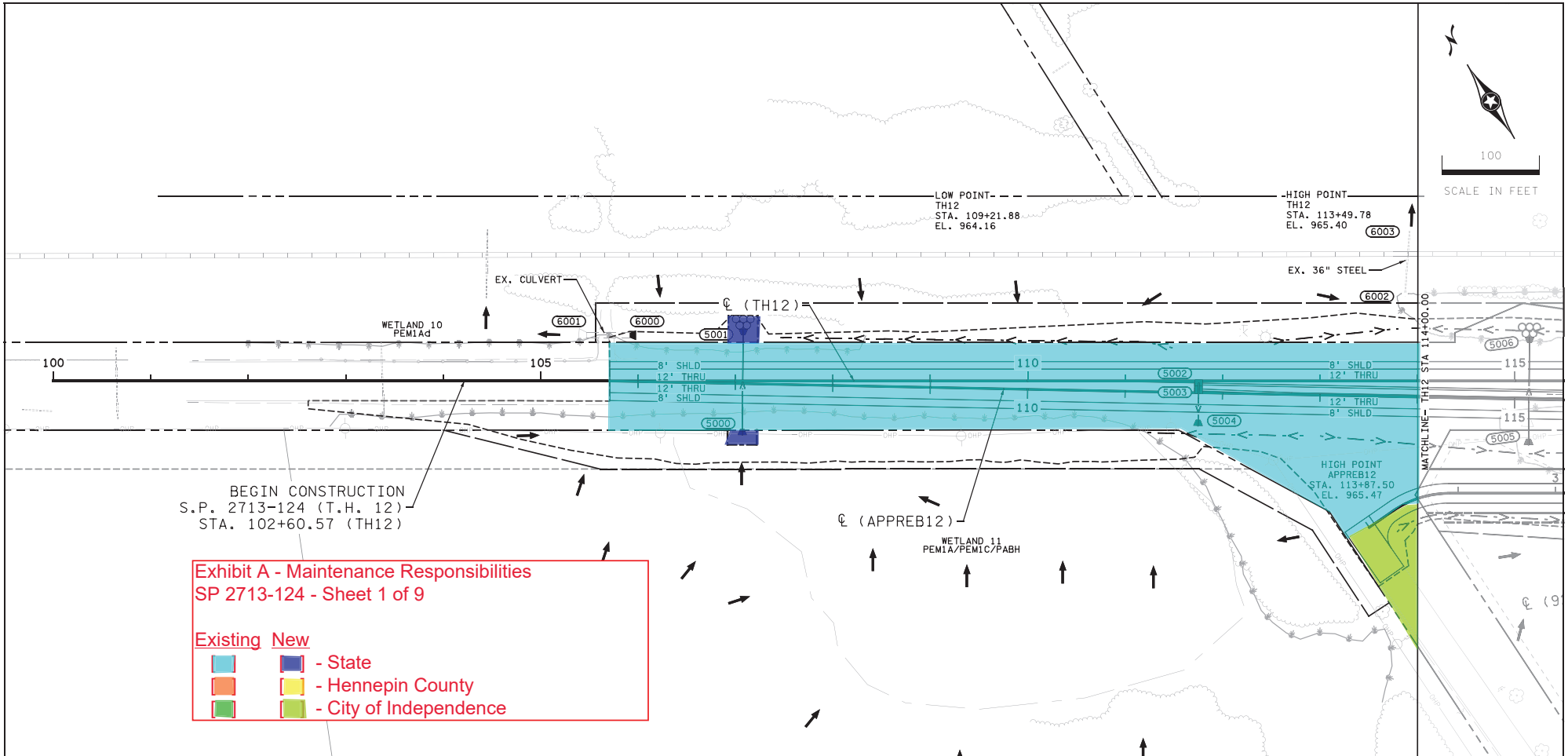
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(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 2713-124 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2582.503	4" DBLE SOLID LINE PAINT (WR)	LIN FT	3,460.00	0.40	1,384.00
2582.503	6" SOLID LINE MULTI COMP (WR)	LIN FT	3,380.00	0.55	1,859.00
2582.503	4" DOTTED LINE MULTI COMP (WR)	LIN FT	36.00	0.75	27.00
2582.503	4" DBLE SOLID LINE MULTI COMP (WR)	LIN FT	1,910.00	0.80	1,528.00
2582.503	4" SOLID LINE MULTI COMP (WR)	LIN FT	3,860.00	1.00	3,860.00
2582.503	4" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	7,410.00	0.65	4,816.50
2582.503	6" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	14,920.00	0.90	13,428.00
2582.503	4" DBLE SOLID LINE MULTI COMP GR IN (WR)	LIN FT	4,870.00	1.50	7,305.00
2582.503	12" SOLID LINE PREF THERMO GR IN	LIN FT	30.00	1.20	36.00
2582.503	4" SOLID LINE PREF TAPE GR IN (WR)	LIN FT	660.00	7.50	4,950.00
2582.503	8" SOLID LINE PREF TAPE GR IN (WR)	LIN FT	1,040.00	12.00	12,480.00
2582.503	4" DOTTED LINE PREF TAPE GR IN (WR)	LIN FT	243.00	18.00	4,374.00
2582.503	24" SOLID LINE PREF THERMO GR IN	LIN FT	240.00	26.00	6,240.00
2582.503	24" SOLID LINE PREF THERMO GR IN ESR	LIN FT	30.00	13.00	390.00
2582.503	12" DOTTED LINE PREFORM THERMO GROUND IN ESR	LIN FT	69.00	14.00	966.00
2582.518	PAVT MSSG MULTI COMP	SQ FT	31.00	20.00	620.00
2582.518	PAVT MSSG PREF THERMO GR IN ESR	SQ FT	229.00	30.00	6,870.00
2582.518	CROSSWALK PREF THERMO GR IN ESR	SQ FT	510.00	16.00	8,160.00
				<b>TOTAL</b>	<b>\$6,400,012.01</b>
<b>(1) 100% SECTION 164 HSIP FED. FUNDS</b>			<b>\$2,000,000.00</b>		
<b>HSIP RRS FEDERAL FUNDS</b>			<b>\$1,111,111.11</b>		
<i>90% FEDERAL</i>			<i>\$1,000,000.00</i>		
<i>10% STATE</i>			<i>\$111,111.11</i>		
<b>REMAINING BALANCE</b>					
<b>STPF FEDERAL FUNDS</b>			<b>\$3,288,900.90</b>		
<i>80% FEDERAL</i>			<i>\$2,631,120.72</i>		
<i>20% STATE</i>			<i>\$657,780.18</i>		

Data is considered Non-public prior to project award.





BEGIN CONSTRUCTION  
S.P. 2713-124 (T.H. 12)  
STA. 102+60.57 (TH12)

**Exhibit A - Maintenance Responsibilities  
SP 2713-124 - Sheet 1 of 9**

		- State
		- Hennepin County
		- City of Independence

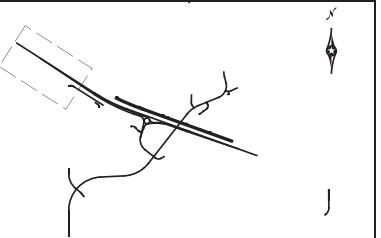
**GENERAL NOTES:**

ALL HIGH/LOW POINTS ARE GIVEN ON THE ROADWAY PROFILE GRADE.

SEE TYPICAL SECTIONS AND CROSS SECTIONS FOR PROPOSED DITCH INFORMATION AND LOCATIONS.

SUBSURFACE DRAINS ARE DRAWN SCHEMATICALLY FOR CLARITY. SEE TYPICAL SECTIONS AND DETAIL SHEETS FOR MORE INFORMATION.

LEGEND					
	EXISTING CATCH BASIN		PROPOSED CATCH BASIN		EXISTING R/W
	EXISTING MANHOLE		PROPOSED MANHOLE		TEMPORARY EASEMENT
	EXISTING APRON		PROPOSED PIPE APRON		NEW R/W
	EXISTING CULVERT		PROPOSED STORM SEWER/CULVERT		NEW PERMANENT EASEMENT
	SURFACE FLOW DIRECTION		PROPOSED DITCH		CONSTRUCTION LIMITS
	STRUCTURE NUMBER		SUBSURFACE DRAIN		DELIN. WETLANDS
			RIPRAP		EXISTING DRAINAGE EASEMENT
			DITCH BLOCK		DRAINAGE & UTILITY EASEMENT



NO	DATE	BY	CHKD	APPR	REVISION

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

Print Name: JONATHAN M. SIMMONS

Date: 04/06/2021 License #: 52517

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NCU

DESIGNED BY  
JMS

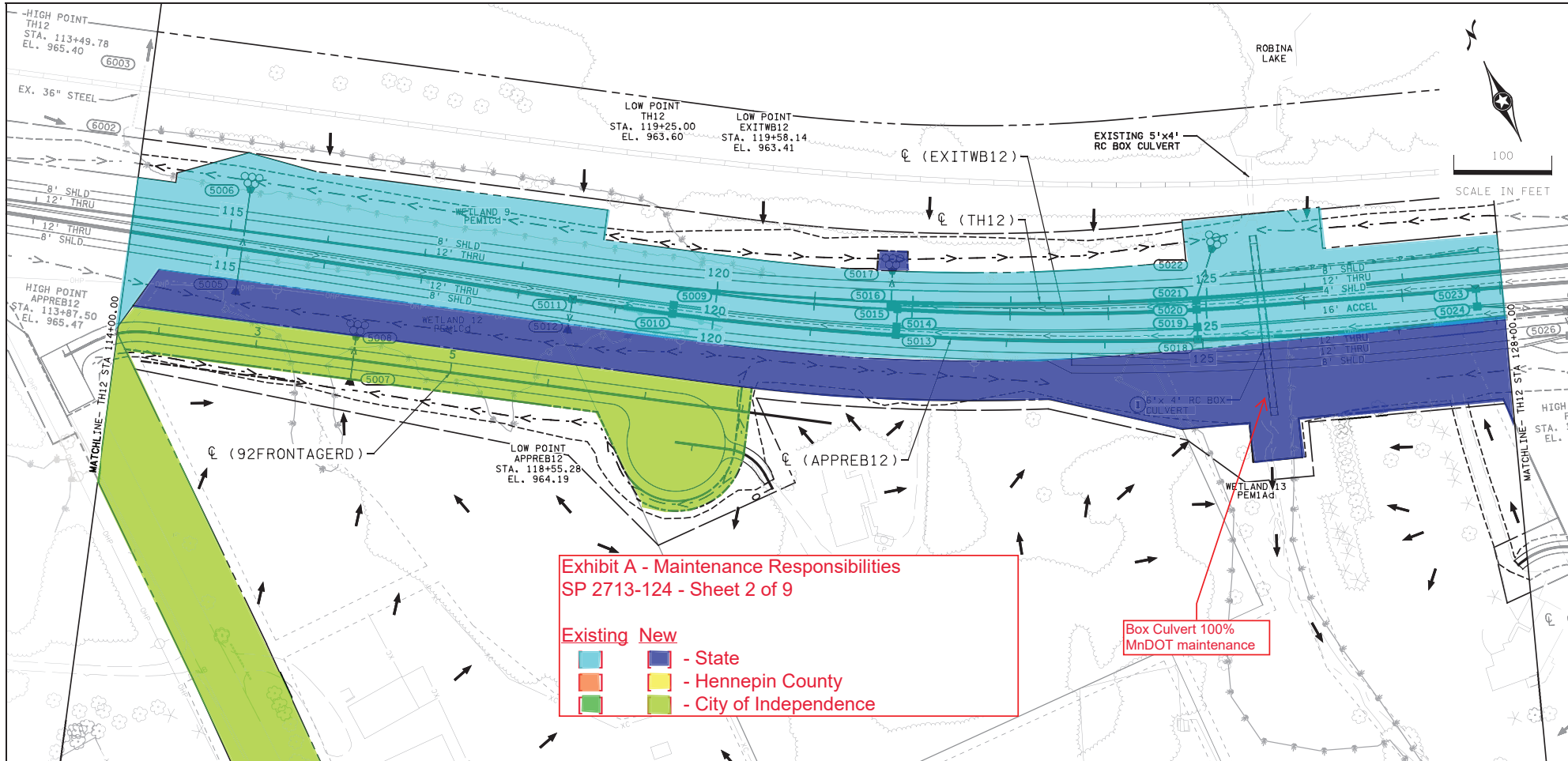
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MINNESOTA STATE PROJECT NO.  
2713-124 (TH 12)  
027-692-009

HENNEPIN COUNTY PUBLIC WORKS  
DRAINAGE PLANS  
CSAH 92 SAFETY IMPROVEMENTS AT TH 12  
T.H. 12

SHEET 155 OF 198



**Exhibit A - Maintenance Responsibilities**  
**SP 2713-124 - Sheet 2 of 9**

**Existing    New**

- State  
 - Hennepin County  
 - City of Independence

Box Culvert 100% MnDOT maintenance

**GENERAL NOTES:**

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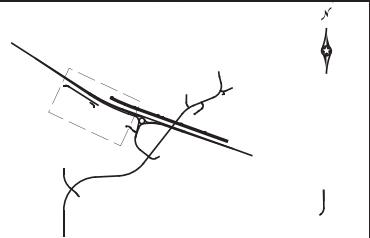
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**SPECIFIC NOTES:**

① SEE BOX CULVERT PLANS FOR MORE INFORMATION.

**LEGEND**

	EXISTING CATCH BASIN		PROPOSED CATCH BASIN		EXISTING R/W
	EXISTING MANHOLE		PROPOSED MANHOLE		TEMPORARY EASEMENT
	EXISTING APRON		PROPOSED PIPE APRON		NEW R/W
	EXISTING CULVERT		PROPOSED STORM SEWER/CULVERT		NEW PERMANENT EASEMENT
	SURFACE FLOW DIRECTION		PROPOSED DITCH		CONSTRUCTION LIMITS
	STRUCTURE NUMBER		SUBSURFACE DRAIN		DELIN. WETLANDS
			RIPRAP		EXISTING DRAINAGE EASEMENT
			DITCH BLOCK		DRAINAGE & UTILITY EASEMENT



NO	DATE	BY	CHKD	APPR	REVISION

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Print Name: **JONATHAN M. SIMMONS**

Date: **04/06/2021** License # **52517**

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 NCJ  
 DESIGNED BY  
 JMS  
 CHECKED BY  
 AAM



MINNESOTA STATE PROJECT NO.  
 2713-124 (TH 12)  
 027-692-009

HENNEPIN COUNTY PUBLIC WORKS  
 DRAINAGE PLANS  
 CSAH 92 SAFETY IMPROVEMENTS AT TH 12  
 T.H. 12

SHEET 156 OF 198

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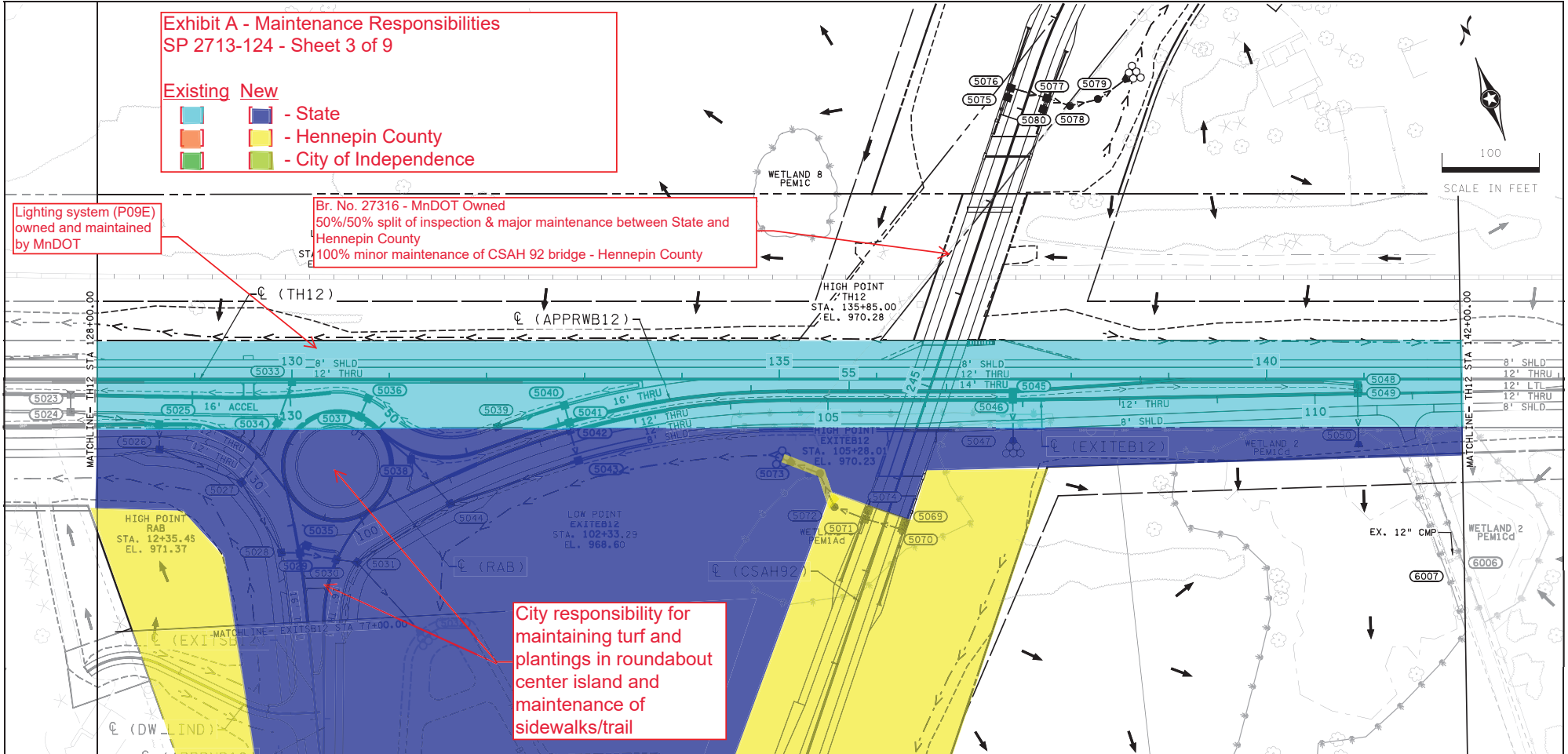
**Exhibit A - Maintenance Responsibilities**  
 SP 2713-124 - Sheet 3 of 9

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<span style="color: orange;">■</span>	<span style="color: yellow;">■</span>	- Hennepin County
<span style="color: green;">■</span>	<span style="color: lightgreen;">■</span>	- City of Independence

Lighting system (P09E) owned and maintained by MnDOT

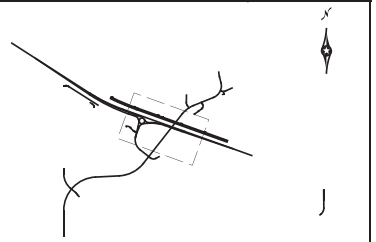
Br. No. 27316 - MnDOT Owned  
 50%/50% split of inspection & major maintenance between State and Hennepin County  
 100% minor maintenance of CSAH 92 bridge - Hennepin County

City responsibility for maintaining turf and plantings in roundabout center island and maintenance of sidewalks/trail



**GENERAL NOTES:**  
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 SEE TYPICAL SECTIONS AND CROSS SECTIONS FOR PROPOSED DITCH INFORMATION AND LOCATIONS.  
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LEGEND			
	EXISTING CATCH BASIN		EXISTING R/W
	EXISTING MANHOLE		TEMPORARY EASEMENT
	EXISTING APRON		NEW R/W
	EXISTING CULVERT		NEW PERMANENT EASEMENT
	SURFACE FLOW DIRECTION		CONSTRUCTION LIMITS
	STRUCTURE NUMBER		DELIN. WETLANDS
	PROPOSED CATCH BASIN		EXISTING DRAINAGE EASEMENT
	PROPOSED MANHOLE		DRAINAGE & UTILITY EASEMENT
	PROPOSED PIPE APRON		
	PROPOSED STORM SEWER/CULVERT		
	PROPOSED DITCH		
	SUBSURFACE DRAIN		
	RIPRAP		
	DITCH BLOCK		



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NO	DATE	BY	CHKD	APPR	REVISION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.  
 Print Name: **JONATHAN M. SIMMONS**  
 Date: **06/11/2021** License #: **52517**

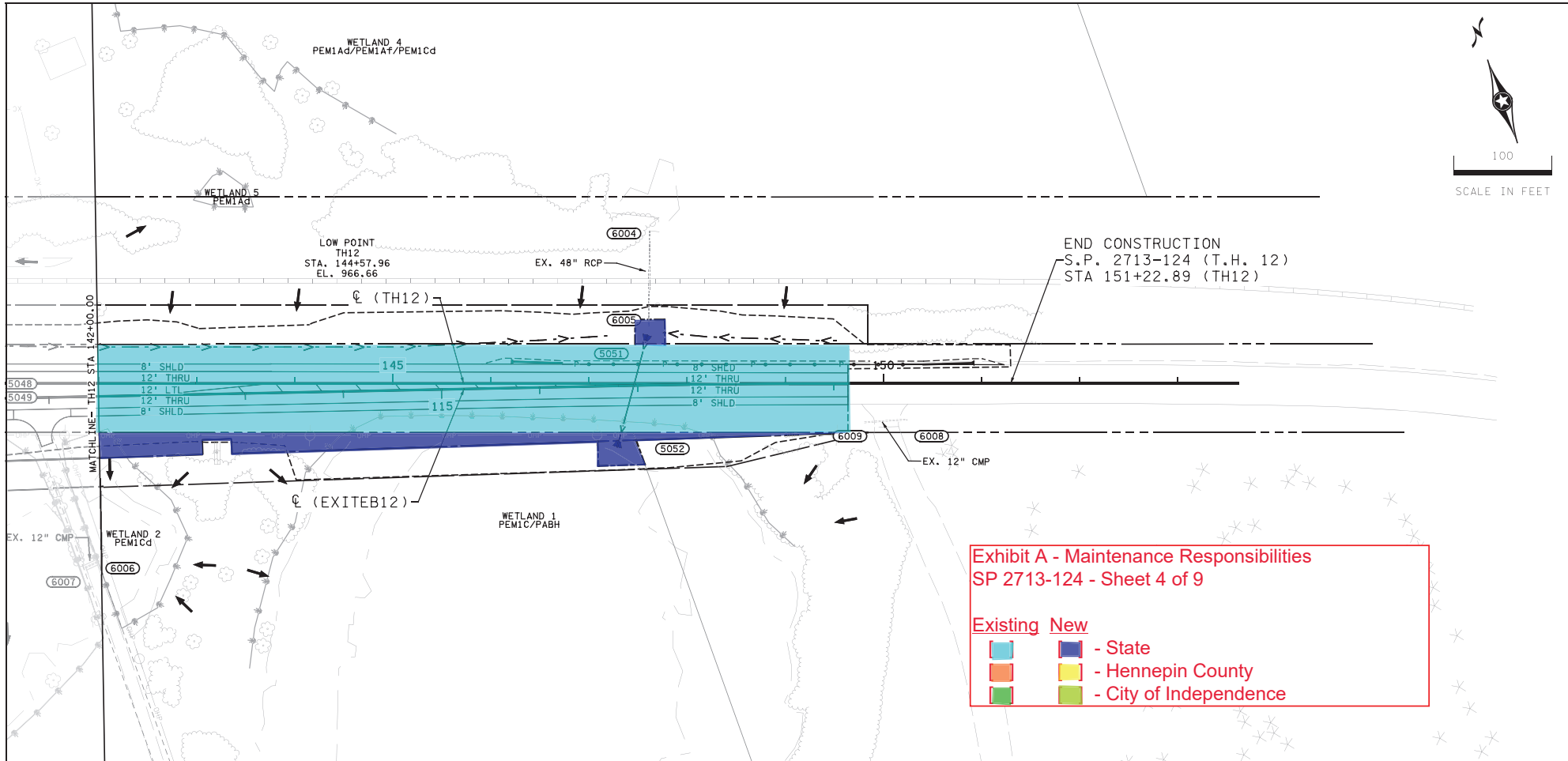
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 DESIGNED BY: JMS  
 CHECKED BY: AAM









MINNESOTA STATE PROJECT NO.  
 2713-124 (TH 12)  
 027-692-009

HENNEPIN COUNTY PUBLIC WORKS  
 DRAINAGE PLANS  
 CSAH 92 SAFETY IMPROVEMENTS AT TH 12  
 T.H. 12

SHEET 157 OF 198



**Exhibit A - Maintenance Responsibilities**  
**SP 2713-124 - Sheet 4 of 9**

		- State
		- Hennepin County
		- City of Independence























**GENERAL NOTES:**

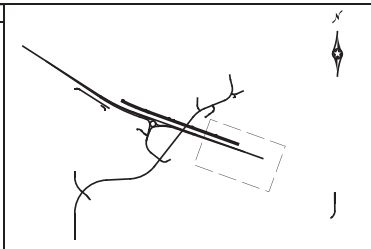
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**LEGEND**

 EXISTING CATCH BASIN	 PROPOSED CATCH BASIN	 EXISTING R/W
 EXISTING MANHOLE	 PROPOSED MANHOLE	 TEMPORARY EASEMENT
 EXISTING APRON	 PROPOSED PIPE APRON	 NEW R/W
 EXISTING CULVERT	 PROPOSED STORM SEWER/CULVERT	 NEW PERMANENT EASEMENT
 SURFACE FLOW DIRECTION	 PROPOSED DITCH	 CONSTRUCTION LIMITS
 STRUCTURE NUMBER	 SUBSURFACE DRAIN	 DELIN. WETLANDS
	 RIPRAP	 EXISTING DRAINAGE EASEMENT
	 DITCH BLOCK	 DRAINAGE & UTILITY EASEMENT



NO	DATE	BY	CHK	APPR	REVISION

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

Print Name: **JONATHAN M. SIMMONS**

Date: **04/06/2021** License #: **52517**

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MINNESOTA STATE PROJECT NO.  
2713-124 (TH 12)  
027-692-009

HENNEPIN COUNTY PUBLIC WORKS  
DRAINAGE PLANS  
CSAH 92 SAFETY IMPROVEMENTS AT TH 12  
T.H. 12

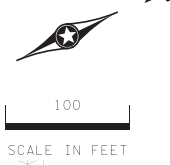
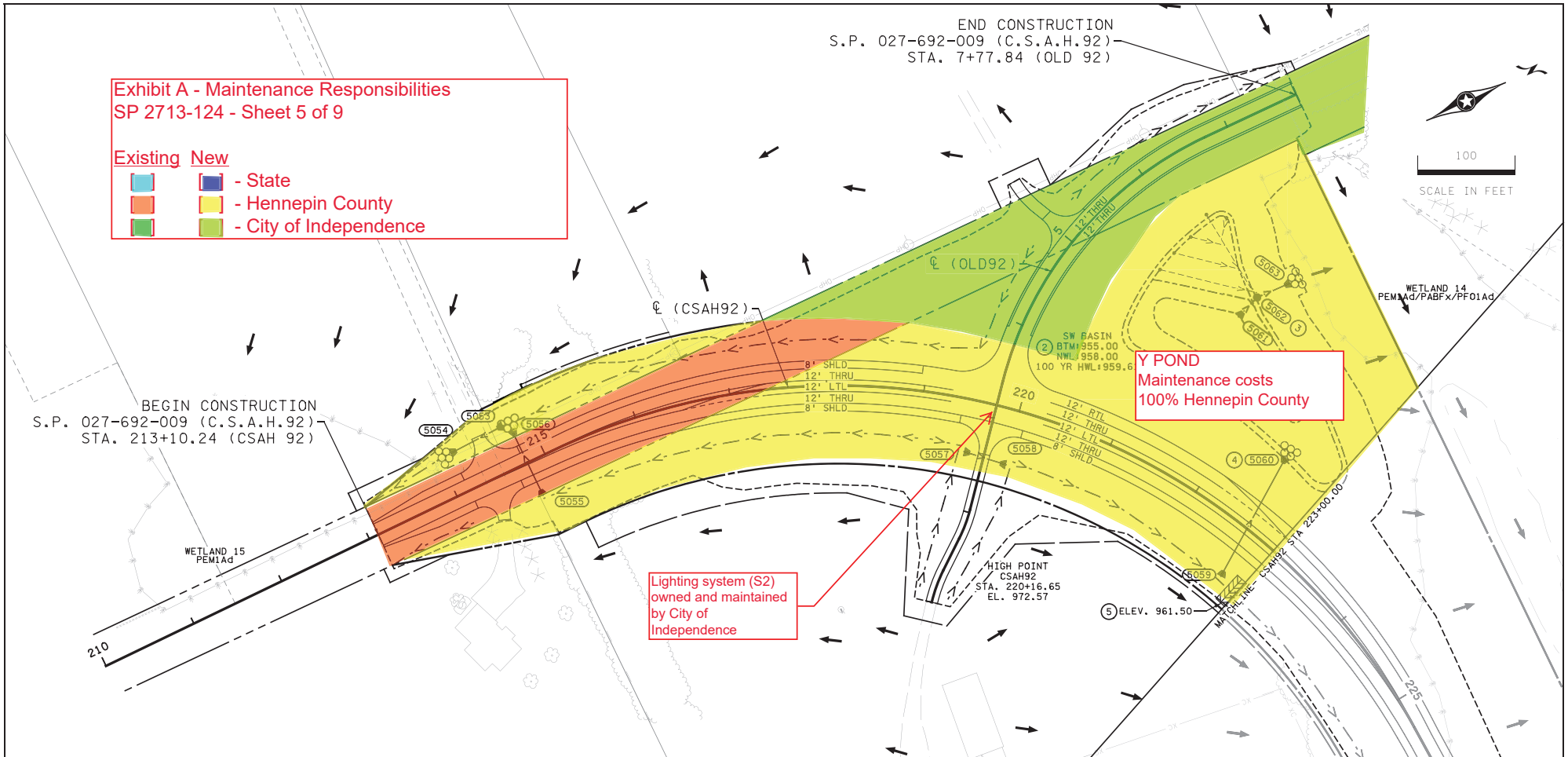
SHEET 158 OF 198

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**Exhibit A - Maintenance Responsibilities**  
**SP 2713-124 - Sheet 5 of 9**

**Existing New**

		- State
		- Hennepin County
		- City of Independence



**GENERAL NOTES:**

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**SPECIFIC NOTES:**

② SEE GRADING PLANS FOR POND GRADING AND CONSTRUCTION INFORMATION.

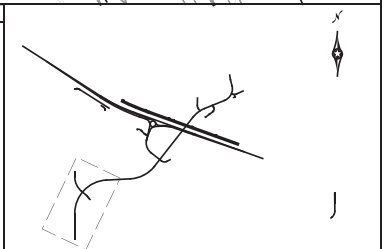
③ SEE DRAINAGE DETAILS FOR OUTLET CONTROL STRUCTURE DETAIL.

④ SEE DRAINAGE DETAILS FOR BASIN RIPRAP DETAIL.

⑤ SEE DRAINAGE DETAILS FOR DITCH BLOCK DETAIL.

**LEGEND**

	EXISTING CATCH BASIN		PROPOSED CATCH BASIN		EXISTING R/W
	EXISTING MANHOLE		PROPOSED MANHOLE		TEMPORARY EASEMENT
	EXISTING APRON		PROPOSED PIPE APRON		NEW R/W
	EXISTING CULVERT		PROPOSED STORM SEWER/CULVERT		NEW PERMANENT EASEMENT
	SURFACE FLOW DIRECTION		PROPOSED DITCH		CONSTRUCTION LIMITS
	STRUCTURE NUMBER		SUBSURFACE DRAIN		DELIN. WETLANDS
			RIPRAP		EXISTING DRAINAGE EASEMENT
			DITCH BLOCK		DRAINAGE & UTILITY EASEMENT



NO	DATE	BY	CHKD	APPR	REVISION

Project Name: **JONATHAN M. SIMMONS**  
 Date: **04/06/2021** License #: **52517**

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

DRAWN BY  
 NCU  
 DESIGNED BY  
 JMS  
 CHECKED BY  
 AAM

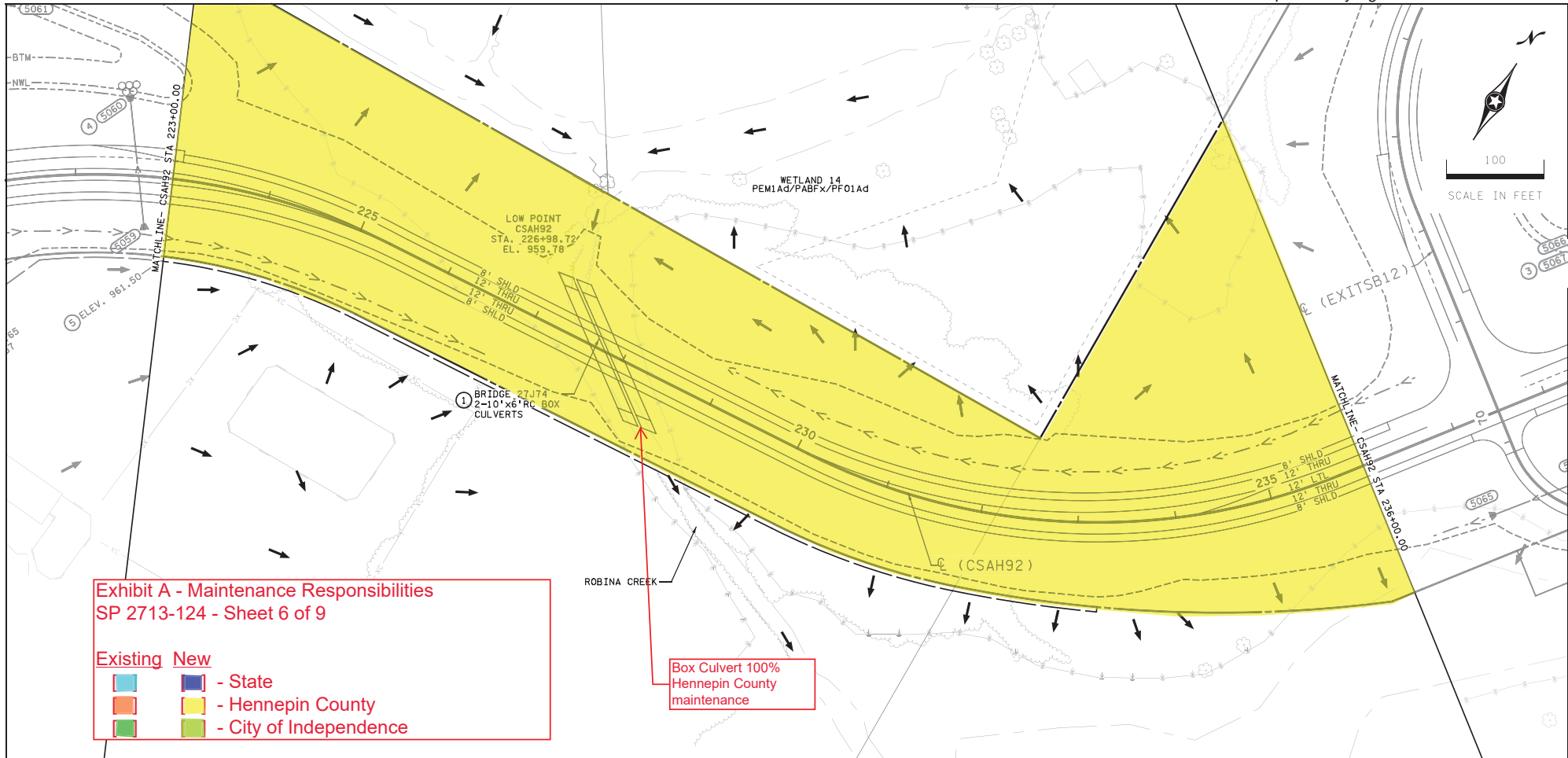


MINNESOTA STATE PROJECT NO.  
**2713-124 (TH 12) 027-692-009**

**HENNEPIN COUNTY PUBLIC WORKS**  
 DRAINAGE PLANS  
**CSAH 92 SAFETY IMPROVEMENTS AT TH 12**  
 C.S.A.H. 92

**SHEET 159 OF 198**

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**Exhibit A - Maintenance Responsibilities  
SP 2713-124 - Sheet 6 of 9**

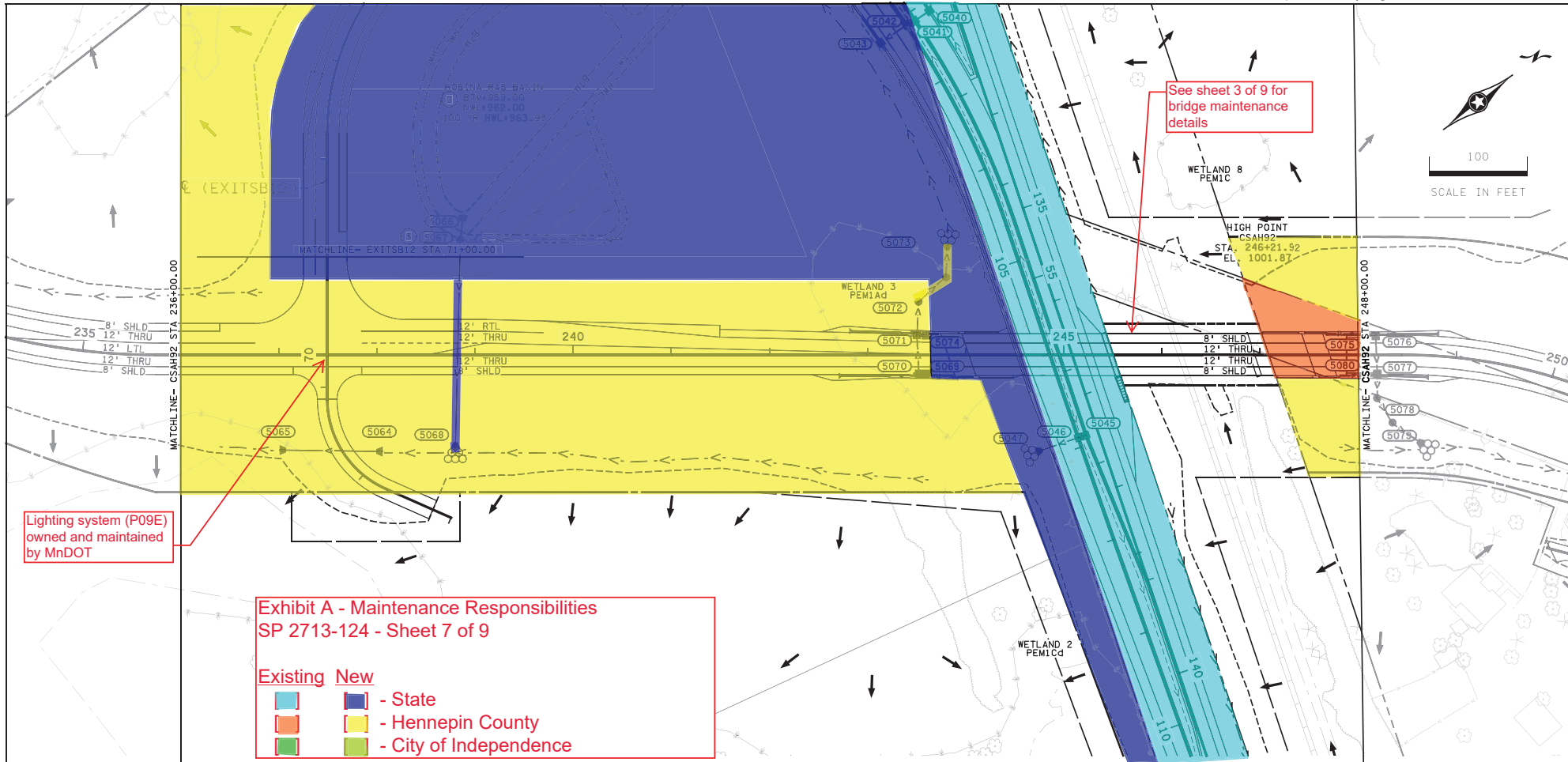
Existing    New

		- State
		- Hennepin County
		- City of Independence

Box Culvert 100%  
Hennepin County  
maintenance

<p><b>GENERAL NOTES:</b></p> <p>ALL HIGH/LOW POINTS ARE GIVEN ON THE ROADWAY PROFILE GRADE.</p> <p>SEE TYPICAL SECTIONS AND CROSS SECTIONS FOR PROPOSED DITCH INFORMATION AND LOCATIONS.</p> <p>SUBSURFACE DRAINS ARE DRAWN SCHEMATICALLY FOR CLARITY. SEE TYPICAL SECTIONS AND DETAIL SHEETS FOR MORE INFORMATION.</p>	<p><b>SPECIFIC NOTES:</b></p> <p>① SEE BOX CULVERT PLANS FOR MORE INFORMATION.</p>	<p><b>LEGEND</b></p> <table border="0"> <tr> <td></td> <td>EXISTING CATCH BASIN</td> <td></td> <td>PROPOSED CATCH BASIN</td> <td></td> <td>EXISTING R/W</td> </tr> <tr> <td></td> <td>EXISTING MANHOLE</td> <td></td> <td>PROPOSED MANHOLE</td> <td></td> <td>TEMPORARY EASEMENT</td> </tr> <tr> <td></td> <td>EXISTING APRON</td> <td></td> <td>PROPOSED PIPE APRON</td> <td></td> <td>NEW R/W</td> </tr> <tr> <td></td> <td>EXISTING CULVERT</td> <td></td> <td>PROPOSED STORM SEWER/CULVERT</td> <td></td> <td>NEW PERMANENT EASEMENT</td> </tr> <tr> <td></td> <td>SURFACE FLOW DIRECTION</td> <td></td> <td>PROPOSED DITCH</td> <td></td> <td>CONSTRUCTION LIMITS</td> </tr> <tr> <td></td> <td>STRUCTURE NUMBER</td> <td></td> <td>SUBSURFACE DRAIN</td> <td></td> <td>DELIN. WETLANDS</td> </tr> <tr> <td></td> <td></td> <td></td> <td>RIPRAP</td> <td></td> <td>EXISTING DRAINAGE EASEMENT</td> </tr> <tr> <td></td> <td></td> <td></td> <td>DITCH BLOCK</td> <td></td> <td>DRAINAGE &amp; UTILITY EASEMENT</td> </tr> </table>		EXISTING CATCH BASIN		PROPOSED CATCH BASIN		EXISTING R/W		EXISTING MANHOLE		PROPOSED MANHOLE		TEMPORARY EASEMENT		EXISTING APRON		PROPOSED PIPE APRON		NEW R/W		EXISTING CULVERT		PROPOSED STORM SEWER/CULVERT		NEW PERMANENT EASEMENT		SURFACE FLOW DIRECTION		PROPOSED DITCH		CONSTRUCTION LIMITS		STRUCTURE NUMBER		SUBSURFACE DRAIN		DELIN. WETLANDS				RIPRAP		EXISTING DRAINAGE EASEMENT				DITCH BLOCK		DRAINAGE & UTILITY EASEMENT	<p><b>LEGEND</b></p> <table border="0"> <tr> <td></td> <td>PROPOSED CATCH BASIN</td> <td></td> <td>EXISTING R/W</td> </tr> <tr> <td></td> <td>PROPOSED MANHOLE</td> <td></td> <td>TEMPORARY EASEMENT</td> </tr> <tr> <td></td> <td>PROPOSED PIPE APRON</td> <td></td> <td>NEW R/W</td> </tr> <tr> <td></td> <td>PROPOSED STORM SEWER/CULVERT</td> <td></td> <td>NEW PERMANENT EASEMENT</td> </tr> <tr> <td></td> <td>PROPOSED DITCH</td> <td></td> <td>CONSTRUCTION LIMITS</td> </tr> <tr> <td></td> <td>SUBSURFACE DRAIN</td> <td></td> <td>DELIN. WETLANDS</td> </tr> <tr> <td></td> <td>RIPRAP</td> <td></td> <td>EXISTING DRAINAGE EASEMENT</td> </tr> <tr> <td></td> <td>DITCH BLOCK</td> <td></td> <td>DRAINAGE &amp; UTILITY EASEMENT</td> </tr> </table>		PROPOSED CATCH BASIN		EXISTING R/W		PROPOSED MANHOLE		TEMPORARY EASEMENT		PROPOSED PIPE APRON		NEW R/W		PROPOSED STORM SEWER/CULVERT		NEW PERMANENT EASEMENT		PROPOSED DITCH		CONSTRUCTION LIMITS		SUBSURFACE DRAIN		DELIN. WETLANDS		RIPRAP		EXISTING DRAINAGE EASEMENT		DITCH BLOCK		DRAINAGE & UTILITY EASEMENT	
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Lighting system (P09E) owned and maintained by MnDOT

See sheet 3 of 9 for bridge maintenance details

**Exhibit A - Maintenance Responsibilities**  
**SP 2713-124 - Sheet 7 of 9**

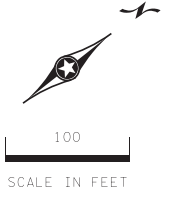
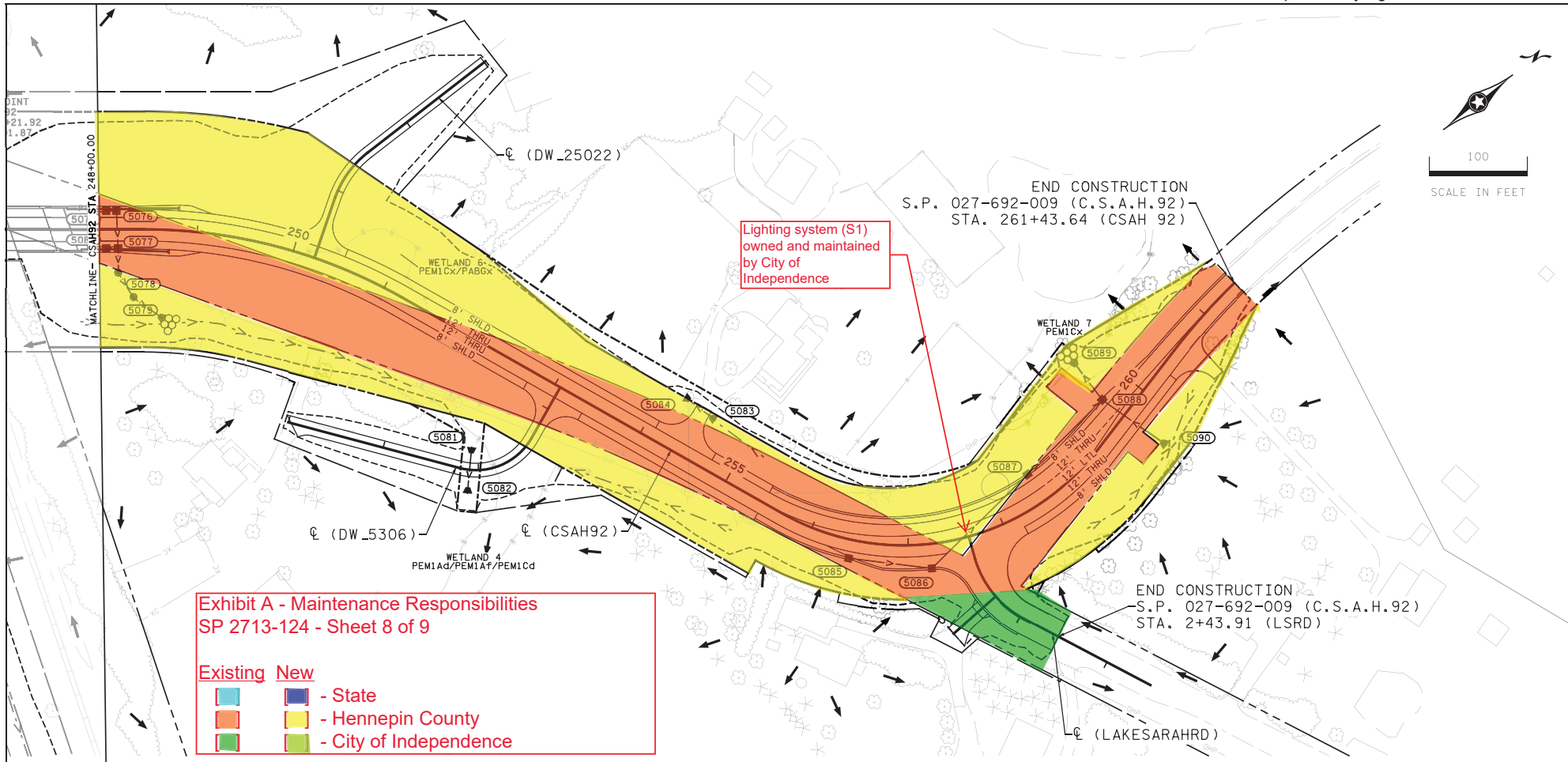
**Existing    New**

- State
- Hennepin County
- City of Independence

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<p>6/11/2021 4:55:09 PM</p> <p>K:\Projects\County\Hennepin\1803-02094_TH12_CSAH92\CAD\Plans\sp2713124_d-07.dgn</p>	<p>I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.</p> <p>Print Name: <u>JONATHAN M. SIMMONS</u></p> <p>Date: <u>06/11/2021</u> License #: <u>52517</u></p>	<p>DRAWN BY NCU</p> <p>DESIGNED BY JMS</p> <p>CHECKED BY AAM</p>		<p>MINNESOTA STATE PROJECT NO.</p> <p>2713-124 (TH 12)</p> <p>027-692-009</p>	<p align="center"><b>HENNEPIN COUNTY PUBLIC WORKS</b></p> <p align="center">DRAINAGE PLANS</p> <p align="center"><b>CSAH 92 SAFETY IMPROVEMENTS AT TH 12</b></p> <p align="center">C.S.A.H. 92</p>	<p align="center"><b>SHEET</b></p> <p align="center">161</p> <p align="center"><b>OF</b></p> <p align="center">198</p>
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**Exhibit A - Maintenance Responsibilities**  
 SP 2713-124 - Sheet 8 of 9

**Existing New**

<span style="color: blue;">■</span>	<span style="color: blue;">■</span>	- State
<span style="color: orange;">■</span>	<span style="color: orange;">■</span>	- Hennepin County
<span style="color: green;">■</span>	<span style="color: green;">■</span>	- City of Independence

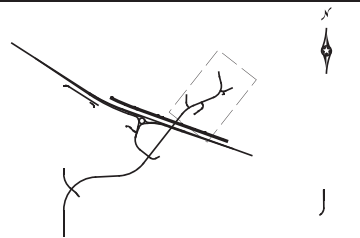
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LEGEND			
	EXISTING CATCH BASIN		PROPOSED CATCH BASIN
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	STRUCTURE NUMBER		SUBSURFACE DRAIN
			RIPRAP
			DITCH BLOCK
	EXISTING R/W		TEMPORARY EASEMENT
	NEW R/W		NEW PERMANENT EASEMENT
	CONSTRUCTION LIMITS		DELIN. WETLANDS
	EXISTING DRAINAGE EASEMENT		DRAINAGE & UTILITY EASEMENT



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NO	DATE	BY	CHKD	APPR	REVISION

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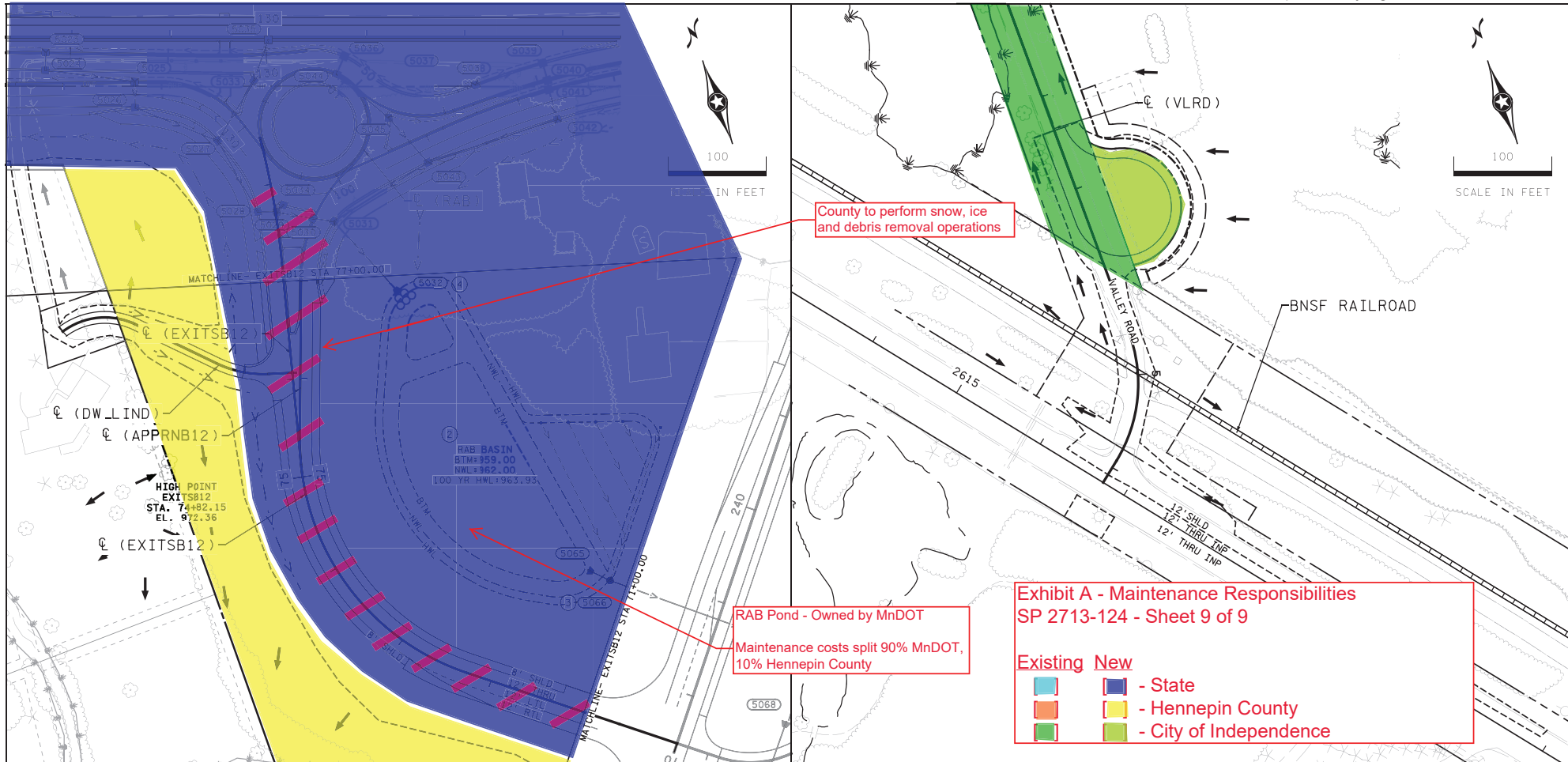
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 DESIGNED BY  
 JMS  
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 AAM



MINNESOTA STATE PROJECT NO.  
 2713-124 (TH 12)  
 027-692-009

HENNEPIN COUNTY PUBLIC WORKS  
 DRAINAGE PLANS  
 CSAH 92 SAFETY IMPROVEMENTS AT TH 12  
 C.S.A.H. 92

SHEET 162 OF 198



**GENERAL NOTES:**

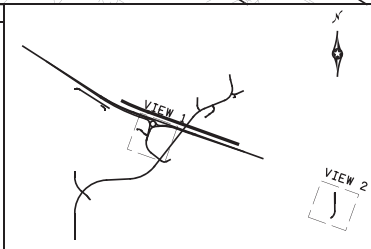
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DRAWN BY  
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DESIGNED BY  
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MINNESOTA STATE PROJECT NO.  
**2713-124 (TH 12)**  
**027-692-009**

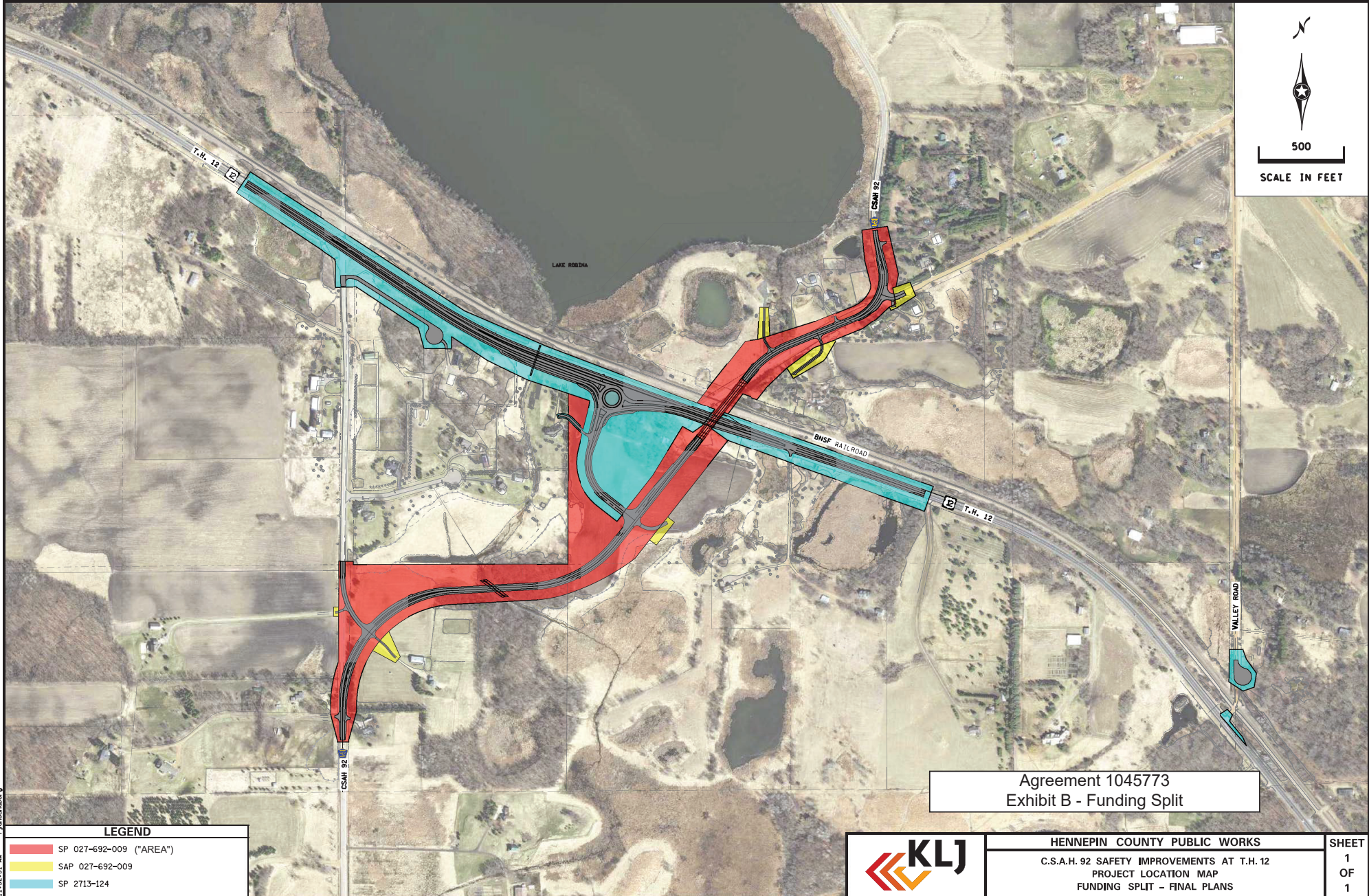
**HENNEPIN COUNTY PUBLIC WORKS**

DRAINAGE PLANS  
**CSAH 92 SAFETY IMPROVEMENTS AT TH 12**  
T.H. 12 TO C.S.A.H. 92 CONNECTOR & VALLEY RD

SHEET **163** OF **198**

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Agreement 1045773  
Exhibit B - Funding Split

**LEGEND**

- SP 027-692-009 ("AREA")
- SAP 027-692-009
- SP 2713-124



<b>HENNEPIN COUNTY PUBLIC WORKS</b> C.S.A.H. 92 SAFETY IMPROVEMENTS AT T.H. 12 PROJECT LOCATION MAP FUNDING SPLIT - FINAL PLANS	SHEET 1 OF 1
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