

## MEMORANDUM

**TO: Margaret Webb, City Administrator**

**FROM: Ronald J. Wagner, PE  
City Engineer**

**DATE: September 30, 2020**

**RE: 2021 Street Renewal Project – Ordering Preparation of Plans and Specifications**

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The 2021 Capital Improvement Plan (CIP) Street Renewal Project (referenced as South Pioneer Trail Area) will result in assessments of properties adjacent to the project.

As required by Chapter 429 for Special Assessments, a Feasibility Report has been prepared by Hakanson Anderson and was approved by City Council at the August 18, 2020 meeting contingent requested revisions being made. Also as required by the assessment process a series of Public Hearings took place September 22<sup>nd</sup> and 23<sup>rd</sup>, 2020 to receive public input regarding the proposed project.

A number of questions were brought up at the public hearings including questions about 7-ton vs 9-ton design and actual vehicle traffic volumes (specifically trucks). Council has requested Hakanson Anderson provide an estimated cost difference between a 7-ton vs 9-ton road design as well as research actual traffic counts.

To determine a final design for the streets, field traffic counts will be help needed to determine the volume of traffic in the area. Staff plans to have traffic counting equipment in place to get counts from Monday, October 5th through Friday October 10<sup>th</sup>. Once the Average Daily Traffic (ADT) is figured out these numbers can be used in conjunction with the Geotechnical Report's soils information to determine a more exact street section (thickness). The attachments make some educated assumptions to allow a generalize cost comparison between a 7-ton and 9-ton street. These calculations use a generalize % truck distribution based on years of MnDOT and Local Road Research Board (LRRB) studies The attached shows that for a 7-ton street an increase of 500 ADT to 1000 ADT results in needing approximately 3" of additional class 5 gravel. This additional gravel cost is minor compared to the cost to upgrade the road from 7-ton to a 9-ton street (assumes 700 ADT for comparison purposes). Going to a 9-ton street requires approximately 1" additional pavement and 7+" of class 5 gravel. If only Pioneer Trail is upgraded to a 9-ton street this will add approximately \$182,000 to the project. If all streets were upgraded to a 9-ton this will add approximately \$356,500 to the project. Upgrading to 9-ton results in the following assessments:

Memo - 2021 Steet Improvement Project.docxN:\City Council\01-2020\Agendas\10.06.20\Memo - 2021 Steet Improvement Project.docx

Residential Equivalent Unit (REU)	7-Ton Design (Original) Assessment	9-Ton Design (Pioneer Only) Assessment	9-Ton Design (All Streets) Assessment
1	\$6869.21	\$7895.15	\$8736.10
1/3	\$2289.75	\$2613.72	\$2912.03
1/6	\$1144.87	\$1315.86	\$1456.01
Shape and Pave	\$13511.01	\$13511.01	\$15636.87

If the Council decides to move forward with this project Council is required by Statute 429 to authorize preparation of plans and specifications for the project by resolution. Once Council approves the plans the project will be advertised for bidding and award the project with an anticipated award date of February 2021.

Council can choose to discontinue the project at any time until the project has been awarded to a contractor. Construction would start in the spring of 2021 with completion anticipated mid to late summer.

Once the construction has been completed City Council will hold an Assessment Hearing and Adopt final Assessment Rolls. The construction will need to be 100% complete with all the construction costs totaled prior to this. The Assessment Hearing is anticipated to be September or October 2021.

**FEASIBILITY ENGINEER'S ESTIMATE  
GREENFIELD 2021 CIP and OVERLAY IMPROVEMENTS**

City of Greenfield  
Revision:9/30/2020

**Bid Schedule "A" - Reclaim**

Item No.	Description	Unit	Est. Unit Price	Estimated Quantity	Total Estimated Extension
1	Mobilization	LS	\$29,566.50	1.00	\$29,566.50
2	Salvage and Reinstall Sign	EACH	\$80.00	15.00	\$1,200.00
3	Sawing Bit Pavement (Full Depth)	LF	\$2.00	784.00	\$1,568.00
4	Removal Bit Pavement - 5' end of Bit Driveways	SY	\$9.00	355.57	\$3,200.13
5	Haul & Stockpile Excess Material (LV) - Strip 1/2" + haul to thickened section	CY	\$20.00	526.21	\$10,524.20
6	Aggregate Base Class 5 Mod (driveway)	TON	\$33.00	61.20	\$2,019.60
7	Aggregate Base Class 5 Mod (streets)	TON	\$12.60	0.00	\$0.00
8	Bituminous Driveway	SY	\$70.00	355.57	\$24,889.90
9	Full Depth Reclamation	SY	\$2.00	32272.16	\$64,544.32
10	Mill Bituminous Surface (2.0")	SY	\$30.45	32.00	\$974.40
11	Bituminous Material For Tack Coat	GAL	\$3.50	1613.60	\$5,647.60
12	Type SP 9.5 Wearing Course Mixture (2,B)	TON	\$65.00	2722.95	\$176,991.75
13	Type SP 12.5 Non Wear Course Mixture (2,B)	TON	\$60.00	3630.62	\$217,837.20
14	Traffic Control	LS	\$6,500.00	1.00	\$6,500.00
15	Stabilized Construction Exit	LS	\$2,000.00	2.00	\$4,000.00
16	Silt Fence, Type MS	LF	\$1.68	4584.00	\$7,701.12
17	Turf Establishment (Hydro Mulch Matrix + 25-131 Seed)	ACRE	\$6,000.00	2.84	\$17,040.00
18	Topsoil Shoulder	CY	\$38.00	1084.31	\$41,203.78
19	Casting Assembly	EACH	\$600.00	20.00	\$12,000.00
20	Special Ditch Grading (Reclaim)	LF	\$15.00	1349.00	\$20,235.00
21	Concrete Curb & Gutter Design B618	LF	\$14.00	2342.00	\$32,788.00
22	Storm Drain Inlet Protection	EACH	\$125.00	98.00	\$12,250.00
23	15" RC Apron	EACH	\$800.00	41.00	\$32,800.00
24	18" RC Apron	EACH	\$1,000.00	5.00	\$5,000.00
25	24" RC Apron	EACH	\$1,250.00	5.00	\$6,250.00
26	36" RC Apron	EACH	\$1,650.00	2.00	\$3,300.00
27	15" RC Pipe Sewer Design 3006 CL V	LF	\$35.00	740.00	\$25,900.00
28	18" RC Pipe Sewer Design 3006 CL V	LF	\$40.00	540.00	\$21,600.00
29	21" RC Pipe Sewer Design 3006 CL III	LF	\$55.00	643.00	\$35,365.00
30	24" RC Pipe Sewer Design 3006 CL III	LF	\$65.00	310.00	\$20,150.00
29	15" RC Pipe Culvert	LF	\$40.00	0.00	\$0.00
30	18" RC Pipe Culvert	LF	\$45.00	116.00	\$5,220.00
31	36" RC Pipe Culvert	LF	\$150.00	62.00	\$9,300.00
32	15" HDPE Pipe Culvert (driveway)	LF	\$30.00	2190.00	\$65,700.00
33	15" CMP Apron	EACH	\$250.00	146.00	\$36,500.00
34	36" HDPE Pipe Culvert (driveway)	LF	\$75.00	162.00	\$12,150.00
35	36" CMP Apron	EACH	\$600.00	10.00	\$6,000.00
36	Construct Drainage Structure Design 2'x3'	EACH	\$1,600.00	7.00	\$11,200.00
37	Construct Drainage Structure Design 48-4020	EACH	\$2,000.00	13.00	\$26,000.00
<b>Total</b>					<b>\$1,015,116.50</b>

**Bid Schedule "B" - Shape and Pave**

Item No.	Description	Unit	Est. Unit Price	Estimated Quantity	Total Estimated Extension
1	Mobilization	LS	\$6,433.82	1.00	\$6,433.82
2	Salvage and Reinstall Sign	EACH	\$80.00	6.00	\$480.00
3	Sawing Bit Pavement (Full Depth)	LF	\$2.00	32.00	\$64.00
4	Aggregate Base Class 5 Mod (driveway)	TON	\$33.00	10.80	\$356.40
5	Aggregate Base Class 5 Mod (streets)	TON	\$12.60	1166.20	\$14,694.12
6	Bituminous Driveway	SY	\$70.00	17.78	\$1,244.60
7	Bituminous Material For Tack Coat	GAL	\$3.50	287.95	\$1,007.83
8	Type SP 9.5 Wearing Course Mixture (2,B)	TON	\$65.00	485.92	\$31,584.80
9	Type SP 12.5 Non Wear Course Mixture (2,B)	TON	\$60.00	647.89	\$38,873.40
10	Traffic Control	LS	\$2,000.00	1.00	\$2,000.00
11	Stabilized Construction Exit	LS	\$1,000.00	1.00	\$1,000.00
12	Silt Fence, Type MS	LF	\$2.00	320.00	\$640.00
13	Turf Establishment (Hydro Mulch Matrix + 25-131 Seed)	ACRE	\$6,000.00	0.40	\$2,400.00
14	Topsoil Shoulder	CY	\$38.00	53.32	\$2,026.16
15	Special Ditch Grading (Shape and Pave)	LF	\$15.00	700.00	\$10,500.00
16	24" RC Apron Design 3006 CL III	EACH	\$1,250.00	2.00	\$2,500.00
17	24" RC Pipe Culvert	LF	\$55.00	46.00	\$2,530.00
18	Storm Drain Inlet Protection	EACH	\$125.00	11.00	\$1,375.00
19	15" HDPE Pipe Sewer (driveway)	LF	\$30.00	330.00	\$9,900.00
20	15" CMP Apron	EACH	\$250.00	22.00	\$5,500.00
<b>Total</b>					<b>\$135,110.13</b>

Bid Schedule "A" - Reclaim \$1,015,116.50  
20% Administration, Legal, & Engineering \$203,023.30

Bid Schedule "B" - Shape and Pave \$135,110.13  
20% Administration, Legal, & Engineering \$27,022.03

ESTIMATED PROJECT COST \$1,218,139.80

ESTIMATED PROJECT COST \$162,132.16

**TOTAL ESTIMATED ASSESSMENT PROJECT COST \$1,380,271.96**

FEASIBILITY ENGINEER'S ESTIMATE  
GREENFIELD 2021 CIP and OVERLAY IMPROVEMENTS

City of Greenfield  
Revision: 9/30/2020

Bid Schedule "C" - Overlay

Item No.	Description	Unit	Est. Unit Price	Estimated Quantity	Total Estimated Extension
1	Mobilization	LS	\$2,900.00	1.00	\$2,900.00
2	Mill Bit Pavement (18" wide Full Depth)	LF	\$5.00	32.00	\$160.00
3	Aggregate Base Class 5 Mod (driveway)	TON	\$33.00	1.80	\$59.40
4	Bituminous Driveway	SY	\$70.00	17.78	\$1,244.60
5	Bituminous Material For Tack Coat	GAL	\$3.50	220.97	\$773.40
6	Type SP 9.5 Wearing Course Mixture (2.B)	TON	\$65.00	372.89	\$24,237.85
7	Traffic Control	LS	\$1,000.00	1.00	\$1,000.00
8	Turf Establishment (Hydro Mulch Matrix + 25-131 Seed)	ACRE	\$6,000.00	0.30	\$1,800.00
9	Topsoil Shoulder	CY	\$38.00	20.46	\$777.48
<b>Total</b>					<b>\$32,952.73</b>

Bid Schedule "C" - Overlay	\$32,952.73
20% Administration, Legal, & Engineering	\$6,590.55
ESTIMATED PROJECT COST	<b>\$39,543.28</b>

**TOTAL ESTIMATED PROJECT COST      \$1,419,815.24**

## Pioneer Trail Design Options

### 7-Ton Design and R-12

ADT	1% Growth	Minimum Thickness (inches)		
	20-yr ESALs	Min Bit	Min Aggragate	Min G.E.
500	60,000	3.5	7.4	15.275
700	84,000	3.5	8.8	16.675
1000	121,000	3.5	10.8	18.675

<-- per MnDOT Design Flexpave Spreadsheet

### ITT Recommendations

Per Geotech Report  
700 ADT Assumed

AASHTO Soil Class = A-6

Soil Factor = 100

R-Value = 12

### R-12

	Min Bit	Min Aggragate	Min G.E.
7-Ton	3.5	9	16.875
9-Ton	4.5	15	25.125

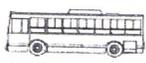
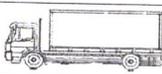
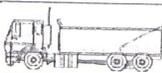
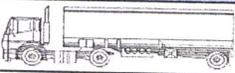
Base Year (i.e. opening to traffic)  
 Number of Lanes (total both directions)  
 Current AADT  
 Urban or Rural  
 Historical AADT (enter a minimum of two years)  
   Enter oldest traffic data here  
   Enter second oldest traffic data here  
   Enter third oldest traffic data here  
   Enter fourth oldest traffic data here  
 Base Year AADT  
 20-Year AADT  
 35-Year AADT  
 Growth Rate

2020	
2 = typical 2 lane	
700	
Urban	
Year	AADT
2020	700
2021	707
2020	700
2040	0
2055	0

Vehicle Type	Vehicle Class %	ESAL Factors	
		Flexible	Rigid
2AX-6TIRE SU	1.38%	0.25	0.24
3AX+SU	0.06%	0.58	0.85
3AX TST	0.09%	0.39	0.37
4AX TST	0.19%	0.51	0.53
5AX+TST	1.47%	1.13	1.89
TR TR, BUSES	0.67%	0.57	0.74
TWIN TRAILERS	0.00%	2.40	2.33
<b>Total</b>	<b>3.86%</b>	<b>NA</b>	<b>NA</b>

20-Year Flexible Forecast (10 Ton) = 85,000

# SALT ESAL Calculator

MnDOT VEHICLE CLASSIFICATION SCHEME			
TYPE	PASSENGER VEHICLES		
1	Motorcycle		MT
2	Car		Car
3	Truck Van		Car
SINGLE UNITS			
4	Bus Truck with trailer		MT
5	2 Axle Single Unit		MT
6	3 Axle Single Unit		HT
7	4+ Axle Single Unit		HT
COMBO UNITS			
8	3 & 4 Axle Semi		HT
9	5 Axle Semi		HT
10	6+ Axle Semi		HT
11, 12, 13	Twin Trailer Semi		HT

MT=Medium Truck  
HT=Heavy Truck

## MnDOT Vehicle Classification Scheme

Passenger Vehicles

Type 1  Type 2  Type 3 

Buses/ Truck with Trailer - Type 4 

2 Axle Single Unit Truck - Type 5 

3 Axle Single Unit Truck - Type 6 

4+ Axle Single Unit Truck - Type 7 

3 & 4 Axle Semi Truck - Type 8 

5 Axle Semi Truck - Type 9 

6+ Axle Semi Truck - Type 10 

Twin Trailer Semi - Type 11, 12, 13 

5 Axle Semi - Split Tandem - Type 16 



**CITY OF GREENFIELD  
RESOLUTION NO. 20-35**

**RESOLUTION ORDERING PREPARATION OF PLANS AND SPECIFICATIONS FOR THE 2021 GREENFIELD STREET RENEWAL PROJECT CONSISTING OF THE FOLLOWING STREETS; PIONEER TRAIL (SOUTH OF 76<sup>TH</sup> AVE TO CITY LIMIT), 71<sup>ST</sup> LANE (PIONEER TRAIL TO BELLE ST), BELLE STREET (71<sup>ST</sup> LANE TO PIONEER TRAIL), 71<sup>ST</sup> AVE (BELLE STREET TO TERMINUS), 70<sup>TH</sup> AVE (BELLE ST TO TERMINUS), 69<sup>TH</sup> LANE (PIONEER TRAIL TO TERMINUS), AND NIELSEN CIRCLE (PIONEER TRAIL TO TERMINUS) AND BELLE STREET SHAPE AND PAVE (PIONEER TRAIL SOUTH TO EXISTING TERMINUS)**

**WHEREAS**, a resolution of the City Council adopted the 6<sup>th</sup> day of October 2020, ordering Hakanson Anderson Associates to prepare plans and specifications for the 2021 Greenfield Street Renewal Project consisting of the following streets; Pioneer Trail (South of 76<sup>th</sup> Ave to City Limit), 71<sup>st</sup> Lane (Pioneer Trail to Belle St), Belle Street (71<sup>st</sup> Lane to Pioneer Trail), 71<sup>st</sup> Ave (Belle Street to Terminus), 70<sup>th</sup> Ave (Belle St to Terminus), 69<sup>th</sup> Lane (Pioneer Trail to Terminus), and Nielsen Circle (Pioneer Trail to Terminus) and Belle Street Shape and Pave (Pioneer Trail South to Existing Terminus)

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Greenfield does hereby designate:

Hakanson Anderson as the engineer for this improvement and are hereby directed and authorized to prepare plans and specifications for the making of such improvements.

Adopted by the Greenfield City Council on October 6, 2020.

\_\_\_\_\_  
Mayor Brad Johnson

\_\_\_\_\_  
Attest: Margaret Webb, City Administrator-Clerk



City of Greenfield  
Regular City Council Meeting  
Request for Council Action  
October 6, 2020

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**TO:** Honorable Mayor and Council Members  
**FROM:** Margaret Webb, City Administrator  
**SUBJECT:** Adopt Resolution 20-36 Approving Contract No. A2010318 Between the City of Greenfield and Hennepin County Sheriff's Office

**INTRODUCTION**

The City has received a proposed agreement from Hennepin County on behalf of the Sheriff's Office for Law Enforcement Services.

**DISCUSSION**

The amended sheriff's contract provided by Hennepin County outlines continued services from the Hennepin County Sheriff's Office for 2021 and 2022. Staff has sent this to the City Attorney for review and should have an approval by the time of this meeting.

**BUDGET IMPACT**

Under the terms of the agreement, the contract states that services provided will be paid quarterly at the following rates:

2021 Quarterly Payment \$44,295.25 or \$80.90/hour

2022 Quarterly Payment \$45,181.00 or \$82.52/hour

The cost for services has been provided for in the approved 2021 Preliminary Budget.

**ACTION REQUESTED**

Adopt Resolution 20-36 Approving Contract No. A2010318 Between the City of Greenfield and Hennepin County on behalf of the Hennepin County Sheriff's Office for to provide law enforcement services.

**LAW ENFORCEMENT SERVICES AGREEMENT**

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, (the "COUNTY") A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Sheriff's Office, 350 S Fifth Street, Room 6, Minneapolis, Minnesota 55414, ("SHERIFF") and The City of Greenfield, 7738 Commerce Circle, Greenfield, Minnesota 55373 ("CITY").

WITNESSETH:

WHEREAS, the CITY and COUNTY are both corporate bodies politic under the Laws of the State of Minnesota; and

WHEREAS, both the COUNTY through the SHERIFF and the CITY desire to enter into an agreement for the provision of law enforcement and traffic law enforcement services by the SHERIFF to the CITY; and

WHEREAS, this Agreement is authorized and provided for by Minnesota Statute §436.05;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the COUNTY through the SHERIFF and the CITY agree as follows:

1. TERM AND COST OF THE AGREEMENT

The term of this agreement shall be for the period commencing January 1, 2021~~19~~ and terminating December 31, 2022~~0~~ unless terminated sooner pursuant to the provisions herein.

Subject to the detailed descriptions of services in Attachment A, the CITY shall pay the COUNTY a quarterly payment in the amount of Forty-Four Thousand, Two Hundred Ninety-Five Dollars, and Twenty-Five Cents (\$44,295.25/quarter) for services provided in 2021~~19~~. For services provided in 2022~~0~~, the quarterly payment will be Forty-Five Thousand, One Hundred Eighty-One Dollars (\$45,181.00/quarter). CITY's payments are subject to the following:

- (i) Should the parties otherwise agree that, for any reason, SHERIFF will provide services for fewer than six (6) hours per day on average, CITY's quarterly payment shall not be reduced accordingly.
- (ii) Should the parties otherwise agree that SHERIFF will provide services for more than three (3) hours per day on average, CITY shall pay the COUNTY an hourly rate of Eighty Dollars and Ninety Cents (\$80.90/hour) for any hours in excess of three (3) hours per day on average for services provided in 2021~~19~~. For services provided in 2022~~0~~, the hourly rate will be Eighty-Two Dollars and Fifty-Two Cents (\$82.52/hour).

- (iii) In the event CITY requests SHERIFF to perform other services not herein described, as set forth pursuant to Attachment A, CITY shall pay the COUNTY an hourly amount of Eighty Dollars and Ninety Cents (\$80.90/hour) for additional services performed in 2021+9, and Eighty-Two Dollars and Fifty-Two Cents (\$82.52/hour.) for additional services performed in 20220.

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The cost of these services is based on the SHERIFF's average direct hourly cost of salary, benefits and equipment of the SHERIFF's employees assigned to perform said services under this agreement. The total amount of this agreement shall not exceed One Hundred Seventy-Seven Thousand, One Hundred Eighty-One Dollars (\$177,181.00/annual) for services provided in 2021+9, and One Hundred Eighty Thousand, Seven Hundred Twenty-Four Dollars (\$180,724.00/annual) for services provided in 20220.

2. SERVICES TO BE PROVIDED

The SHERIFF agrees to provide general law and traffic law enforcement services within the corporate limits of the CITY as more fully described in Attachment A, attached and incorporated by this reference.

3. PAYMENT FOR SERVICES

The CITY shall make payment for services to the SHERIFF upon presentation of an invoice from the SHERIFF following the end of each quarter (March 31, June 30, September 30, and December 31). Payment shall be made within twenty (20) days from receipt of the invoice.

4. PROFESSIONAL CREDENTIALS

INTENTIONALLY OMITTED

5. INDEPENDENT CITY

The parties agree that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting either party as an agent, representative, or employee of the other for any purposes or in any manner whatsoever. Each party is to ~~be,~~ and be and shall remain an independent contractor with respect to all services performed under this Agreement. Each party represents that it has, or will secure at its own expense, all personnel required to execute, administer, perform and review this agreement. Any and all personnel of the parties or other persons hired by the parties and engaged in the performance of this agreement shall have no contractual relationship with the other party and shall not be considered employees of the other party. Any and all claims that might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons, arising out of

employment or alleged employment, including, without limitation, claims of discrimination against the other party, its officers, agents, contractors, or employees shall in no way be the responsibility of the other party. The parties do hereby agree to indemnify and hold harmless the other party, its officers, agents, contractors and employees from any and all such claims irrespective of the determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the other party, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, re-employment insurance, disability, severance pay, and retirement benefits.

6. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In accordance with Hennepin County's policies against discrimination, the CITY, COUNTY and SHERIFF agree that no person shall be excluded any person from full employment rights, or participation in, or the benefits of, any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin; and no person who is protected by applicable Federal or State laws against discrimination shall be otherwise subjected to discrimination.

7. INDEMNIFICATION AND INSURANCE

A. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law, and shall not be responsible for the acts of the other party and the results thereof. The COUNTY's and the CITY's liability is governed by Minnesota Statutes, Chapter 466 and Minnesota Statute §471.59(1a). Under no circumstances shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The statutory limits of liability for some or all of the parties may not be added together or stacked to increase the maximum amount of liability for any party.

B. The COUNTY and CITY each warrant that they are able to comply with the foregoing indemnity requirement through an insurance or self-insurance program.

C. All insurance or self-insurance policies shall be open to inspection by either party and copies of policies or a notice of self-insurance shall be available to either party upon written request. All parties warrant that any policies obtained and maintained under this clause for proof of responsibility shall not be cancelled or materially changed without 30 days prior notice thereof to the COUNTY through the SHERIFF and the CITY.

8. DATA PRACTICES

Each party and its officers, agents, owners, partners, employees, volunteers and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or

confidentiality, and as any of the same may be amended. The CITY agrees to defend, indemnify and hold harmless the COUNTY and SHERIFF, its officials, officers, agents, employees, and volunteers from any claims resulting from the CITY's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data. The COUNTY agrees to defend, indemnify and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from any claims resulting from the COUNTY or SHERIFF, its officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

9. RECORDS – AVAILABILITY/ACCESS

Minnesota Statutes §16C.05, subd. 5 is applicable, and that the CITY agrees the COUNTY, the State Auditor, the Legislative Auditor or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CITY and involve transactions relating to this Agreement. CITY shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its termination or cancellation.

10. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

A. CITY binds itself, its partners, successors, assigns and legal representatives to the COUNTY for all covenants, agreements and obligations contained in the contract documents.

11. MERGER AND MODIFICATION

A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.

12. DEFAULT AND CANCELLATION

A. Notwithstanding any provision of this Agreement to the contrary, CITY shall remain liable to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by CITY. Following notice from the COUNTY

of the claimed breach and damage, CITY and the COUNTY shall attempt to resolve the dispute in good faith.

- B. The above remedies shall be in addition to any other right or remedy available to the COUNTY under this Agreement, law, statute, rule, and/or equity.
- C. The COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- D. This Agreement may be canceled with or without cause by either party upon thirty (30) day written notice.
- E. Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of property); INDEPENDENT CITY; INDEMNIFICATION AND INSURANCE; DATA PRACTICES; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION; PROMOTIONAL LITERATURE; and MINNESOTA LAW GOVERNS.

13. CONTRACT ADMINISTRATION

In order to coordinate the services of CITY with the activities of the Hennepin County Sheriff's Office so as to accomplish the purposes of this Agreement, Major Jeffrey Storms, 612-596-9870, or successor (Contract Administrator), shall manage this Agreement on behalf of the COUNTY and serve as liaison between the COUNTY and CITY.

Chris Kauffman, Mayor, City of Hanover, 11250 Fifth Street NE, Hanover, Minnesota 55341 shall manage the agreement on behalf of the CITY. CITY may replace such person but shall immediately give written notice to the COUNTY of the name, phone number and fax number (if available) of such substitute person and of any other subsequent substitute person.

14. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. CITY shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.
- B. If the source or partial source of funds for payment of services under this Agreement is federal, state or other grant monies, CITY shall comply with all applicable conditions of the specific referenced or attached grant.
- C. CITY certifies that it is not prohibited from doing business with either the federal government or the State of Minnesota as a result of debarment or suspension proceedings.

15. PAPER RECYCLING

The COUNTY encourages CITY to develop and implement an office paper and newsprint recycling program.

16. NOTICES

Any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to the COUNTY shall be sent to the County Administrator with a copy to the originating SHERIFF at the address given in the opening paragraph of the Agreement. Notice to CITY shall be sent to the address stated in the opening paragraph of the Agreement or to the address stated in CITY's Form W-9 provided to the COUNTY.

17. CONFLICT OF INTEREST

CITY affirms that to the best of CITY's knowledge, CITY's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. CITY agrees that, should any conflict or potential conflict of interest become known to CITY, CITY will immediately notify the COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the COUNTY whether CITY will or will not resign from the other engagement or representation.

18. PROMOTIONAL LITERATURE

CITY agrees that the terms "Hennepin County" or any derivative shall not be utilized in any promotional literature, advertisements of any type or form or client lists without the express prior written consent of the COUNTY and SHERIFF.

19. MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

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Reviewed for COUNTY by  
the County Attorney's Office:

\_\_\_\_\_  
Michael Bernard  
Date: \_\_\_\_\_

COUNTY OF HENNEPIN  
STATE OF MINNESOTA

By: \_\_\_\_\_  
Marion Greene  
Chair of It's County Board  
Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Karen Keller  
Deputy/Clerk of County Board  
Date: \_\_\_\_\_

HENNEPIN COUNTY SHERIFF'S OFFICE

\_\_\_\_\_  
Tracey A. Martin  
Chief Deputy  
Hennepin County Sheriff's Office  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
David Hough  
County Administrator  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Sheri Selton  
County Administration Clerk  
Date: \_\_\_\_\_

Document Assembled by:

\_\_\_\_\_  
Kristine Urbowicz  
Administrative Assistant  
Date: \_\_\_\_\_

CITY OF GREENFIELD

CITY warrants that the person who executed  
this Agreement is authorized to do so on behalf  
of CITY as required by applicable articles,  
bylaws, resolutions, or ordinances.

By: \_\_\_\_\_  
It's Mayor  
Date: \_\_\_\_\_

And: \_\_\_\_\_  
It's City Clerk/Administrator  
Date: \_\_\_\_\_

## ATTACHMENT A

1. Unless otherwise provided herein, such services shall encompass only those duties and functions which are within the jurisdiction of and customarily rendered by the SHERIFF as established by and in conformance with the Laws of the State of Minnesota which may include but are not limited to enforcement, investigation, emergency response, duties authorized by law, proactive patrol, response to calls for public safety services, crime prevention, investigation of criminal activity, assistance with local and state prosecutions, and other duties agreed to between the Parties from time to time.
2. To the extent that the SHERIFF provides general law enforcement and traffic enforcement services within the CITY, such services shall include and consist of enforcement of the criminal and vehicular traffic statutory provisions of the State of Minnesota and all laws directly related thereto as well as regulatory ordinances adopted by the governing body of the CITY which are applicable hereto. The CITY will provide the SHERIFF with a sufficient number of complete and current copies of regulatory ordinances applicable hereto as well as those which are amendatory thereto prior to their effective dates.
3. Unless otherwise so provided herein, the agreed-upon level of service for the rendition of services compensable hereunder shall average three (3) hours per day, commencing January 1, 2021~~19~~<sup>19</sup>. The selection of the actual dates and hours for the performance of services compensable hereunder shall be subject to the discretion of the SHERIFF.
4. In the event that the SHERIFF, at the request of the CITY, performs other services not herein described or which exceed the agreed level of service provided herein, such services shall be billed in addition to the amount and method of payment provided heretofore. The CITY agrees to pay the direct cost of such services it has so requested. The parties hereby acknowledge and agree that, as long as said additional services are within the scope of duties SHERIFF is authorized to perform, the additional services shall be a non-material modification to this Agreement not requiring an amendment so long as the additional services do not alter the character of the service contemplated herein.
5. The SHERIFF shall provide such enforcement services referenced herein from existing headquarters and facilities, and facilities that the COUNTY may hereafter establish. In the event that the parties of this Agreement concur as to the necessity of maintaining a facility within the city which would not normally be established by the COUNTY or the SHERIFF, the CITY shall provide at its sole expense all necessary space, furnishings, utilities and other equipment and services directly incidental to the existence and operation of the facility. It is further understood that in the event that such facility is established by the CITY and maintained within the corporate limits of the CITY, such facility may be utilized by the SHERIFF in connection with the performance of his duties and functions beyond the corporate limits of the CITY, provided, however, that the performance of such duties and functions shall not be at any additional cost to the CITY.

6. Notwithstanding any other provision of this Agreement, the CITY shall at its sole expense supply any special stationary, supplies, notices or forms which are to be issued in the name of the CITY in connection with the rendition of the services provided herein.
7. The rendition of the enforcement services provided herein, the performance standards, the discipline of the SHERIFF's personnel as well as other matters incidental to the performance of such services including the right to control assigned personnel shall remain within the exclusive authority of the SHERIFF.
8. For the purpose of performing services provided herein, the SHERIFF shall furnish all necessary human resources, supervision, equipment, communications facilities and dispatching services as well as all supplies necessary to maintain the agreed-upon level of service to be rendered herein unless otherwise provided herein.

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**CITY OF GREENFIELD  
RESOLUTION NO. 20-36**

**A RESOLUTION APPROVING CONTRACT NO. A2010318 BETWEEN THE  
CITY OF GREENFIELD AND HENNEPIN COUNTY ON BEHALF OF THE  
HENNEPIN COUNTY SHERIFF'S OFFICE**

**WHEREAS**, the City of Greenfield and Hennepin County currently have a two-year Law Enforcement Services Agreement, Contract No. A2010318, for the period commencing January 1, 2021 and terminating December 31, 2022; and

**WHEREAS**, under the terms and cost of the agreement, the contract states that for services provided in 2021, the quarterly payment will be \$44,295.25, which equates to six hours/day at the stated hourly rate of \$80.90; and

**WHEREAS**, under the terms and cost of the agreement, the contract states that for services provided in 2022, the quarterly payment will be \$45,181.00, which equates to six hours/day at the stated hourly rate of \$82.52; and

**WHEREAS**, the current contract also states that should the parties otherwise agree that the Sheriff will provide services for more than three hours per day on average, the City shall pay the County an hourly rate of \$80.90 for any hours in excess of three hours day in 2021 and \$82.52 in 2022;

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Greenfield approve Contract No. A2010318 between the City of Greenfield and Hennepin County, on behalf of the Hennepin County Sheriff's office, for law enforcement coverage six hours/day on average, commencing January 1, 2021 and terminating December 31, 2022.

**BE IT FURTHER RESOLVED** that the City Council authorizes the Mayor and City Administrator to execute Contract No. A2010318 on behalf of the City of Greenfield.

Adopted by the City Council this 6th day of October 2020.

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Mayor Brad Johnson

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Attest: Margaret Webb, City Administrator-Clerk



City of Greenfield  
Regular City Council Meeting  
Request for Council Action  
October 6, 2020

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**TO:** Honorable Mayor and Council Members  
**FROM:** Margaret Webb, City Administrator-Clerk  
**SUBJECT:** Hennepin County Assessor Contract Renewal

**BACKGROUND**

For your consideration and approval is Contract No. A2010410 with Hennepin County for property assessment services for 2021, 2022, 2023 and 2024. The contract price for 2021 is quoted at \$36,000.00.

**DISCUSSION**

The previous contract was for 2017 (\$35,000), 2018 (\$35,000), 2019 (\$35,000) and 2020 (\$35,000.00). The contract specifics are similar and has been sent to the City Attorney and should have the approval by the time of this meeting.

**ACTION REQUESTED**

Staff recommend approval of this contract.

**AGREEMENT**

THIS AGREEMENT, Made and entered into by and between the COUNTY OF HENNEPIN, a political subdivision of the State of Minnesota, hereinafter referred to as the "COUNTY", and the CITY OF "GREENFIELD", a political subdivision of the State of Minnesota, hereinafter referred to as "CITY";

WHEREAS, said CITY lies wholly within the COUNTY OF HENNEPIN and constitutes a separate assessment district; and

WHEREAS, under such circumstances, the provisions of Minnesota Statutes, Section 273.072 and Minnesota Statutes, Section 471.59 permit the County Assessor to provide for the assessment of property; and

WHEREAS, said CITY desires the COUNTY to perform certain assessments on behalf of said CITY; and

WHEREAS, the COUNTY is willing to cooperate with said CITY by completing the assessment in a proper manner;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. The COUNTY shall perform the 2021, 2022, 2023, and 2024 property assessment for the CITY OF GREENFIELD in accordance with property assessment procedures and practices established and observed by the COUNTY, the validity and reasonableness of which are hereby acknowledged and approved by the CITY. Any such practices and procedures may be changed from time to time, by the COUNTY in its sole judgment, when good and efficient assessment procedures so require. The property assessment by the COUNTY shall be composed of those assessment services

which are set forth in Exhibit A, attached hereto and made a part hereof by this reference, provided that the time frames set forth therein shall be considered to be approximate only.

2. All information, records, data, reports, etc. necessary to allow the COUNTY to carry out its herein responsibilities shall be furnished to the COUNTY without charge by the CITY, and the CITY agrees to cooperate in good faith with the COUNTY in carrying out the work under this Agreement.

3. The CITY agrees to furnish, without charge, secured office space needed by the COUNTY at appropriate places in the CITY's offices. The keys thereto shall be provided to the COUNTY. Such office space shall be sufficient in size to accommodate reasonably three (3) appraisers and any furniture placed therein. The office space shall be available for the COUNTY's use at any and all times during typical business hours, and during all such hours the COUNTY shall be provided with levels of heat, air conditioning and ventilation as are appropriate for the seasons.

4. The CITY also agrees to provide appropriate desk and office furniture as necessary, ~~clerical and secretarial support necessary and reasonable for the carrying out of the work herein, necessary office supplies and equipment~~, copying machines and fax machines and their respective supplies, and telephone and internet service to the COUNTY, all without charge to the COUNTY.

5. It shall be the responsibility of the CITY to have available at the CITY's offices, or via telephone or teleconference, a person who has the knowledge and skill to be able to answer routine questions pertaining to homesteads and property assessment matters. ~~and to receive, evaluate and organize homestead applications. The CITY shall store all homestead applications and homestead data in secure storage meeting the~~

~~requirements set by the COUNTY. It shall also be the responsibility of the CITY to promptly refer any homestead application which needs investigation to the COUNTY.~~

6. In accordance with Hennepin County Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall be excluded from full employment rights or participation in or the benefits of any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, ex-offender status or national origin; and no person who is protected by applicable Federal or State laws, rules and regulations against discrimination shall be otherwise subjected to discrimination.

7. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of joint venturers or co-partners between the parties hereto or as constituting the CITY as the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. Any and all personnel of CITY or other persons, while engaged in the performance of any activity under this Agreement, shall have no contractual relationship with the COUNTY and shall not be considered employees of the COUNTY and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the CITY, its officers, agents, CITY or employees shall in no way be the responsibility of the COUNTY, and CITY shall defend, indemnify and hold the COUNTY, its officials, officers, agents, employees and duly authorized volunteers harmless from any and all such claims regardless of any determination of any pertinent tribunal,

agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay and retirement benefits.

8. CITY agrees that it will defend, indemnify and hold the COUNTY, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the CITY, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The CITY's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.

9. COUNTY agrees that it will defend, indemnify and hold the CITY, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the COUNTY, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The COUNTY's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.

10. The COUNTY shall endeavor to perform all services called for herein in an efficient manner. The sole and exclusive remedy for any breach of this Agreement by the COUNTY and for COUNTY's liability of any kind whatsoever, including but not limited to liability arising out of, resulting from or in any manner related to contract, tort, warranty, statute or otherwise, shall be limited to correcting diligently any deficiency in said services as is reasonably possible under the pertinent circumstances.

11. Neither party hereto shall be deemed to be in default of any provision of this Agreement, or for delay or failure in performance, resulting from causes beyond the reasonable control of such party, which causes shall include, but are not limited to, acts of God, labor disputes, acts of civil or military authority, fire, civil disturbance, changes in laws, ordinances or regulations which materially affect the provisions hereof, or any other causes beyond the parties' reasonable control.

12. This Agreement shall commence on August 1, 2020 and shall terminate on July 31, 2024. Either party may initiate an extension of this Agreement for a term of four (4) years by giving the other written notice of its intent to so extend prior to March 1, 2024. If the party who receives said notice of intent to extend gives written notice to the other party of its desire not to extend prior to, April 15, 2024 this Agreement shall terminate on July 31, 2024.

Nothing herein shall preclude the parties, prior to the end of this Agreement, from agreeing to extend this contract for a term of four (4) years. Any extended term hereof shall be on the same terms and conditions set forth herein and shall commence on August 1, 2024. Either party may terminate this Agreement for "just cause", as defined herein. ~~determined by the Commissioner of Revenue after hearing for such a determination is held by the Commissioner of Revenue and which has been attended by representatives of COUNTY and~~

~~CITY or which said representatives had a reasonable opportunity to attend, provided that after such determination, any party desiring to cancel this Agreement may do so by giving the other party no less than 120 days' written notice.~~ If the CITY should cancel this Agreement, as above provided, before the completion of the then current property assessment by the COUNTY, the CITY agrees to defend and hold the COUNTY, its officials, officers, agents, employees and duly authorized volunteers harmless from any liability that might ensue as a result of the non-completion of a property tax assessment.

For the purpose of this Agreement, the term "just cause" shall mean the failure of any party hereto reasonably to perform a material responsibility arising hereunder.

13.A. In consideration of said assessment services, the CITY agrees to pay the COUNTY the sum of Thirty Six Thousand Dollars (\$36,000) for each assessment, provided that any payment for the current year's assessment may be increased or decreased by that amount which exceeds or is less than the COUNTY's estimated cost of appraising new construction and new parcels for the current year's assessment. The amount of any increase or decrease shall be specified in the billing for the current year's assessment.

13.B. Regarding each assessment, in addition to being subject to adjustment in the above manner, said assessment cost of \$36,000 may also be increased by the COUNTY if:

- (1) The COUNTY determines that any cost to the COUNTY in carrying out any aspect of this Agreement has increased, including but not limited to the following types of costs: **new construction and new parcel appraisals, mileage, postage, supplies, labor (including fringe benefits) and other types of costs, whether similar or dissimilar;** and/or
- 2) The COUNTY reasonably determines that other costs should be included in the costs of assessment work.

If the COUNTY desires to increase the assessment cost pursuant to this paragraph 13(B), it shall give written notice thereof by June 15 of any year and such increase shall apply to the assessment for the calendar year next following the current calendar year. Any such notification shall specifically set forth the amount of any new construction and new parcel appraisal charges. Notwithstanding any provisions herein to the contrary, if any such increase, exclusive of any charge for the estimated costs of new construction and new parcel appraisals, exceeds seven and one half percent (7.5%) of the amount charged for the assessment for the then current calendar year, exclusive of any charge for the estimated costs of new construction and new parcel appraisals, the CITY may cancel this Agreement by giving to the COUNTY written notice thereof, provided that said cancellation notice must be received by the COUNTY not later than July 24 of the then current calendar year and said cancellation shall be effective no earlier than five (5) days after the receipt of said notice by the COUNTY and not later than July 31 of said next calendar year. Supportive records of the cost increase will be open to inspection by the CITY at such times as are mutually agreed upon by the COUNTY and CITY.

Failure of the COUNTY to give the CITY a price-change notice by June 15 shall not preclude the COUNTY from giving CITY such notice after said date but prior to ~~August~~ ~~September~~ 1 of any year, provided that if such price increase exceeds said ten (10%) - all as above set forth - the CITY may cancel this Agreement if the COUNTY receives notice thereof not later than thirty-nine (39) days from the date of receipt by the CITY of any said late price-change notice, provided further that any such cancellation shall be effective not earlier than five (5) days after COUNTY's receipt of said cancellation notice and not later than forty-six (46) days after the CITY's receipt of any said price-increase notice.

Payment for each assessment shall be made in the following manner:

Approximately one-half (1/2) of the cost of an assessment (the amount payable being set forth in a bill sent by the COUNTY to the CITY) shall be paid by the CITY no later than the fifteenth (15<sup>th</sup>) day of the ~~November~~ December which precedes the pertinent assessment year; and the remaining portion of said cost (the amount payable being set forth in a bill sent by the COUNTY to the CITY) shall be paid by the CITY no later than July 15 of the pertinent year.

The COUNTY may bill the CITY after the aforesaid dates and in each such case, the CITY shall pay such bill within thirty (30) days after receipt thereof.

14. Any notice or demand, which may or must be given or made by a party hereto, under the terms of this Agreement or any statute or ordinance, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

TO CITY: City Administrator  
~~Mayor~~, City of Greenfield  
7738 Commerce Circle  
Greenfield, MN 55373

TO COUNTY: Hennepin County Administrator  
2300A Government Center  
Minneapolis, MN 55487

copies to: County Assessor  
Hennepin County  
2103A Government Center  
Minneapolis, MN 55487

~~copies to: Assistant County Assessor  
Hennepin County  
2103A Government Center  
Minneapolis, MN 55487~~

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received within the second business day thereafter or when it is actually received, whichever is sooner. Any notice delivered by hand shall be deemed received upon actual delivery.

15. It is expressly understood that the obligations of the CITY under Paragraphs 7, 8, 12, and 13 hereof and the obligations of the CITY which, by their sense and context, are intended to survive the performance thereof by the CITY, shall so survive the completion of performance, termination or cancellation of this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized officers and delivered on its behalf, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

COUNTY OF HENNEPIN  
STATE OF MINNESOTA

Reviewed by County  
Attorney's Office:

By: \_\_\_\_\_  
Chair of the County Board

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

And: \_\_\_\_\_  
Assistant/Deputy/County Administrator

ATTEST: \_\_\_\_\_  
Deputy/Clerk of the County Board

CITY OF GREENFIELD

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

Its \_\_\_\_\_

And: \_\_\_\_\_

Its \_\_\_\_\_

City organized under:

\_\_\_\_\_ Statutory \_\_\_\_\_ Option A \_\_\_\_\_ Option B \_\_\_\_\_ Charter

**EXHIBIT A**  
**CITY OF GREENFIELD**

During the contract term, the County shall:

1. Physically inspect and revalue 20% of the real property, as required by law.
2. Physically inspect and value all new construction, additions and renovation.
3. Adjust estimated market values on those properties not physically inspected as deemed necessary per sales ratio analysis.
4. Prepare the initial assessment roll.
5. Print and mail valuation notices.
6. Respond to taxpayers regarding assessment or appraisal problems or inquiries.
7. Conduct valuation reviews prior to Board of Review or Open Book Meetings, as determined by the City – approximate dates: March through May 15.
8. Attend Board of Review or conduct Open Book Meeting. Prepare all necessary review appraisals. Approximate dates: April 1 – May 31.
9. Maintain an updated property file – current values, classification data and characteristic data.
10. Prepare divisions and combinations as required.
11. Administer the abatement process pursuant to Minn. Stat. §375.192.
12. Prepare appraisals; defend and/or negotiate all Tax Court cases.
13. Provide all computer hardware and software applications necessary to complete contracted services.
14. Process all homestead and special program applications.



City of Greenfield  
Regular City Council Meeting  
Request for Council Action  
October 6, 2020

---

**TO:** Honorable Mayor and Council Members  
**FROM:** Margaret Webb, City Administrator-Clerk  
**SUBJECT:** CRF Funds to Contracted Service Fire Departments

**BACKGROUND**

The City received CRF Funds. These funds can be used for your contracted service providers.

**DISCUSSION**

The Loretto fire department and the Hanover fire department have reached out the city letting us know that there were in need of CRF Funds to assist with the expenses of mitigating COVID. The council has mentioned that they would be willing to assist if assistance was needed making sure our city needs were met first. Council is asked to discuss if they are willing to commit to funds. If yes, how many dollars of commitment to each or an equal amount to each. The Fire departments have asked council to consider a decision sooner than later as they would need to order product ASAP. Staff has reached out to Rockford City Administrator and he thought that Rockford fire department has no need. If something changes, they will let me know prior to Tuesday. Staff will have an update of the estimated remaining CRF Funds

**ACTION REQUESTED**

Staff is asking for council direction.

## CITY OF GREENFIELD

<u>Jan - Dec 2018</u>		<u>Jan - Dec 2019</u>		<u>August 2020</u>	
2,664 hours		2,661.27 hours		1,939.32 hours	
Part I Crimes:	28	Part I Crimes:	31	Part I Crimes:	23
Part II Crimes:	36	Part II Crimes:	41	Part II Crimes:	27
Part III Crimes:	6	Part III Crimes:	10	Part III Crimes:	5
Part IV Crimes:	122	Part IV Crimes:	108	Part IV Crimes:	66
Part V Crimes:	406	Part V Crimes:	429	Part V Crimes:	295
Citations:	13	Citations:	36	Citations:	17
Verbal / Written Warnings:	62	Verbal / Written Warnings:	199	Verbal / Written Warnings:	89

Part I Crimes: CSC, Robbery, Agg Assault, Burglary, Theft, Auto Theft, Child Abuse, Forgery and assists to these offenses.

Part II Crimes: Misd Assault, Vandalism, Narcotics, Dis Cond, Fleeing, Harassing and assists to these offenses.

Part III Crimes: Missing Persons, Found Persons, Veh Abandoned, Recovered Stolen and assists to these offenses.

Part IV Crimes: Vehicle Accidents, Fire, Suicides, Attempt Suicides, DOA, Medicals and assists to these offenses.

Part V Crimes: Domestic, Alarms, Suspicious, Assist Other Agencies, Assist Motorists, Transports, Impounds, House Checks, Etc.

Verbal / Written Warnings: Traffic offenses and Vehicle Fix-it Tickets.

### 2018 Activity Highlights Jan - Dec

- 3 DWI
- 13 Moving Violations
- 2 Burglary
- 20 Theft
- 1 Motor Vehicle Theft
- 2 Domestic Assaults
- 15 Damage to Property
- 9 Harassing/Threatening
- 13 PI Accident
- 25 PD Accidents
- 46 Medicals
- 6 Verbal Domestic

### 2019 Activity Highlights Jan - Dec

- 3 DWI
- 18 Moving Violations
- 5 Burglary
- 21 Theft
- 0 Motor Vehicle Theft
- 4 Domestic Assaults
- 31 Damage to Property
- 3 Harassing/Threatening
- 5 PI Accident
- 28 PD Accidents
- 46 Medicals
- 4 Verbal Domestic

### 2020 Activity Highlights thru Aug

- 3 DWI
- 4 Moving Violations
- 2 Burglary
- 15 Theft
- 0 Motor Vehicle Theft
- 3 Domestic Assaults
- 12 Damage to Property
- 7 Harassing/Threatening
- 3 PI Accident
- 13 PD Accidents
- 34 Medicals
- 0 Verbal Domestic

RECEIVED SEP 14 2020

**HENNEPIN COUNTY SHERIFF'S ENFORCEMENT SERVICES DIVISION**  
**ACTIVITY REPORT 2020 Year to Date**  
 City of Greenfield

ACTIVITY CODES	2020												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
<b>PART I</b>													
Homicide													0
Crim Sex Cond													0
Robbery (Person)													0
Agg Assault (Weapon)					1								0
Burglary (Dwelling)								1					2
Theft	3				4	1	1	2					14
Theft - Juvenile Suspect													0
Gas Drive Off								1					1
Credit Card Fraud													0
Stolen Motor Vehicle													0
Arson													0
Child Abuse/Neglect													0
Forgery					1	2	3						6
<b>TOTAL - PART I</b>	<b>3</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>7</b>	<b>1</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>23</b>

<b>PART II</b>													
Kidnapping													0
Other Assault													0
Other Assault - Juvenile													0
Other Sex													0
Violation Protection Order						1							2
Damage to Property / Vandalism	2	3	1		2	1	2	1					12
Weapon Offense													0
Narcotics								1					1
Liquor Violation													0
Disorderly Conduct													0
Disorderly Conduct - Juvenile													0
Fleeing in MV													0
Harrasing / Threatening Call								1					7
Harassing Phone - Juvenile													0
Trespassing													5
Terroristic Threats													0
Interfere W/911 Call													0
GM False Info													0
Misc Criminal Offense													0
Mis Criminal Offense - Juvenile													0
Shooting													0
<b>TOTALS - PART II</b>	<b>2</b>	<b>6</b>	<b>2</b>	<b>5</b>	<b>3</b>	<b>4</b>	<b>2</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>27</b>

ACTIVITY CODES

												2020	
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	

PART III

Missing Person						1							1
Missing Person - Juvenile													0
Runaway													0
Lost Property						1							1
Found Person													0
Found Property			1										3
Vehicle Abandoned													0
Recovered Stolen MV													0
<b>TOTALS - PART III</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>

PART IV

Fatal Vehicle Accident														0
PI Vehicle Accident			1			1								3
PI Hit and Run Accident														0
PD Vehicle Accident	3	6		2	1		1							13
PD Hit and Run Veh Accident														0
Vehicle in Ditch	2	7				2								11
Other Accident														0
Water Emergency Assist - WP														0
Firearm Accident														0
Animal Bite														0
Fire			1	2	1	1								5
Suicide														0
Suicide Attempt														0
Deceased Party														0
Medical	6	6	4	5	3	4	2	4						34
Intox Person														0
Mental Ill														0
<b>TOTALS - PART IV</b>	<b>11</b>	<b>19</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>66</b>

ACTIVITY CODES

ACTIVITY CODES	2020												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
<b>PART V</b>													
Domestic - Physical	1												1
Domestic - Verbal													1
Domestic - Child as Victim													0
Domestic - Child as Witness													0
Domestic - Child as Suspect													0
Child Protection Involved													0
Fight													0
Disturbance	1	1	1	11	7	7	4	6					38
Civil dispute	1		2										3
Guns Recovered							1						1
Alarm	3	16	15	11	11	9	8	14					87
Open Door			1			1							2
Suspicious	3	2	5		6	1		7					24
False Info - Misd													0
Fleeing on foot													0
Warrant Arrest						1							0
911 Hang Ups		1	1		1	1		1					5
Welfare Check	1		3	3	3	1	2	3					16
Assist Citizen/Motorist	1	2	2	2	2	1	1	2					10
Information		2	2	1	2								5
Miscellaneous Animal Call	4	2	7	7	5	2	2	7					36
Driving Complaints by Public	3		2	6	9	2	2						22
Misc - All Others	2	1	3	6	1	7	4	3					27
Detail													0
Transport													0
Impound			1										1
Impound Release													0
Traffic Control													0
House, Building & Equip Move													0
DWI Court Supervision													0
Unoccupied Vehicle	3												3
Road Hazards	2			1									3
K-9 Assist													0
K-9 Physical Apprehension													0
Seized Vehicle													0
Arrested/Booked		2		1		1	1	2					7
OPF Served													0
Search Warrant													0
Assist VOTF													0
Assist Narcotics													0
Assist ESU													0
Assist Warrants/Warrant Attempt					1								1
Weapons Recovered													0
<b>TOTALS - PART V</b>	<b>24</b>	<b>30</b>	<b>43</b>	<b>47</b>	<b>48</b>	<b>31</b>	<b>26</b>	<b>46</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>295</b>

ACTIVITY CODES

												2020	
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	

CITATIONS

DWI													3
DWI Refusal													0
Moving Violation	1			1									4
Driving After Cancellation (DAC)													0
Driving After Suspension (DAS)													0
Driving After Revocation (DAR)													0
DAC-IPS (GM)													0
DL / Reg Violations													0
Open Bottle													0
Unsafe/Illegal Equipment													0
Poss Small Amt Marijuana			1										1
Parking				1	3								4
No Insurance													0
Truck Violations													0
Seatbelts													0
Misc Citations - All Others	1			4									5
Intent to Escape MV Tax (GM)													0
Underage Consumpt and/or Poss													0
Underage Consumption - Juvenile													0
Status Offenses - Juvenile													0
FOSS Law													0
<b>TOTALS CITATIONS</b>	<b>2</b>	<b>0</b>	<b>5</b>	<b>6</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>17</b>

WARNINGS

Written Warning													0
Verbal Warning	6	27	13	5	9	6	7	16					89
<b>TOTALS - WRITTEN WARNINGS</b>	<b>6</b>	<b>27</b>	<b>13</b>	<b>5</b>	<b>9</b>	<b>6</b>	<b>7</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>89</b>

<b>GRAND TOTAL ACTIVITY</b>	<b>48</b>	<b>83</b>	<b>70</b>	<b>71</b>	<b>77</b>	<b>50</b>	<b>48</b>	<b>75</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>522</b>
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RECEIVED SEP 14 2020