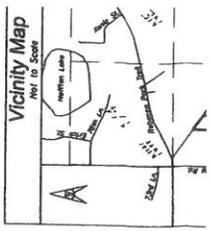
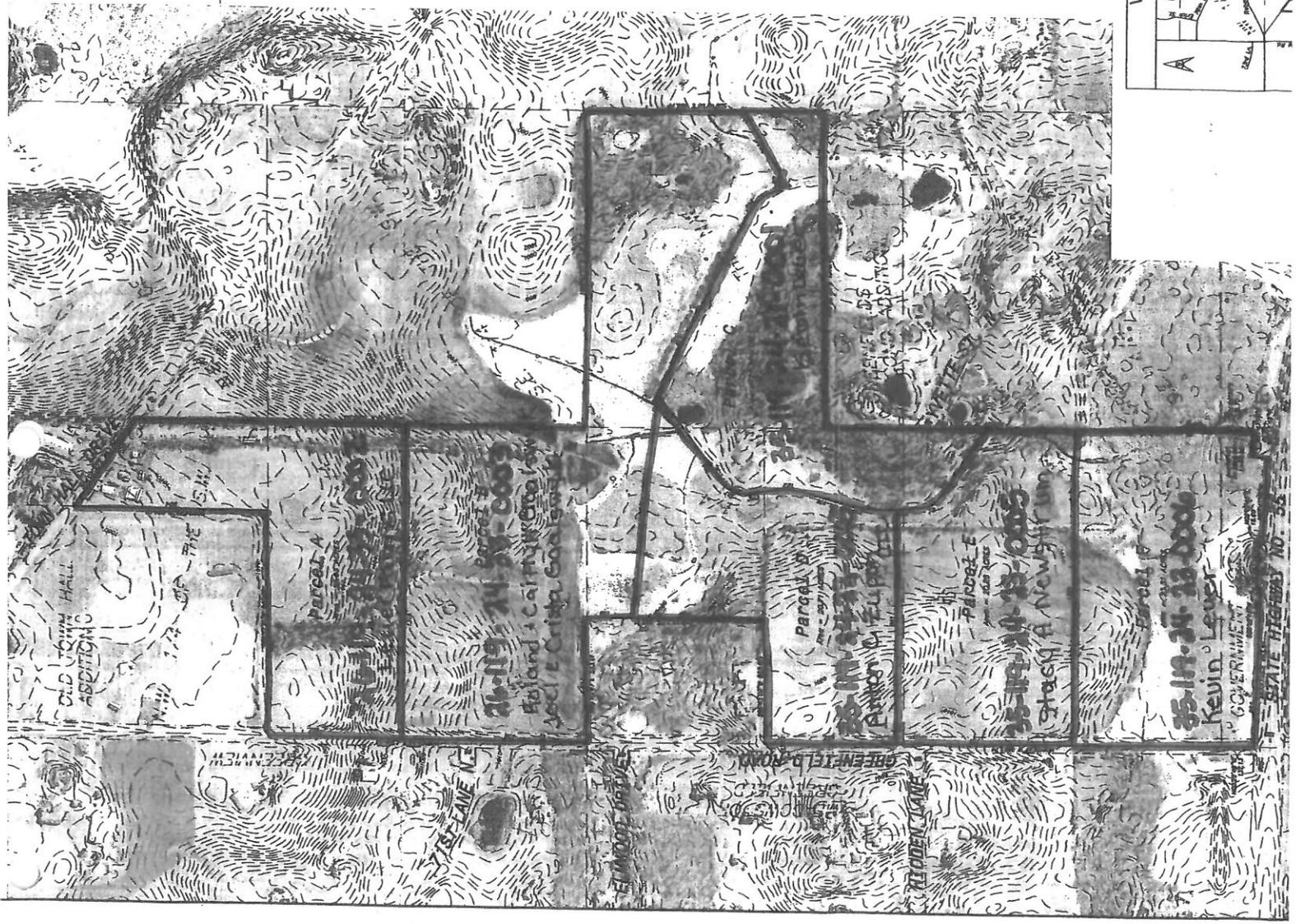


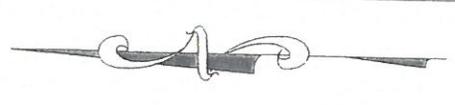
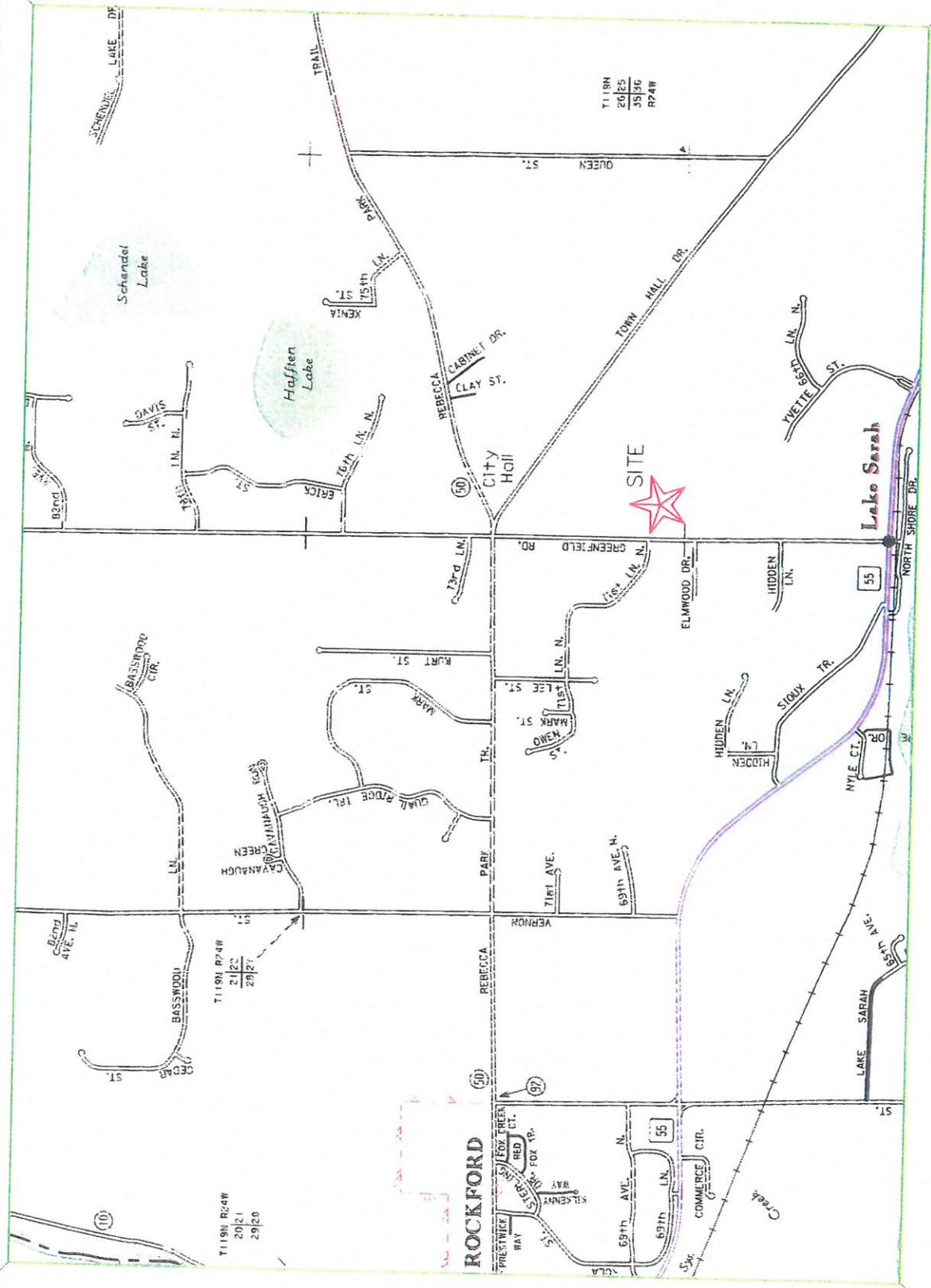
Total Property Area = 790 AC. 351152
 Total Area of Parcel A
 Total Area of Parcel B
 Total Area of Parcel C
 Total Area of Parcel D
 Total Area of Parcel E
 Total Area of Parcel F

LEGEND
 --- 100' Contour Line
 --- 200' Contour Line
 --- 300' Contour Line
 --- 400' Contour Line
 --- 500' Contour Line
 --- 600' Contour Line
 --- 700' Contour Line
 --- 800' Contour Line
 --- 900' Contour Line
 --- 1000' Contour Line

EXHIBIT 1

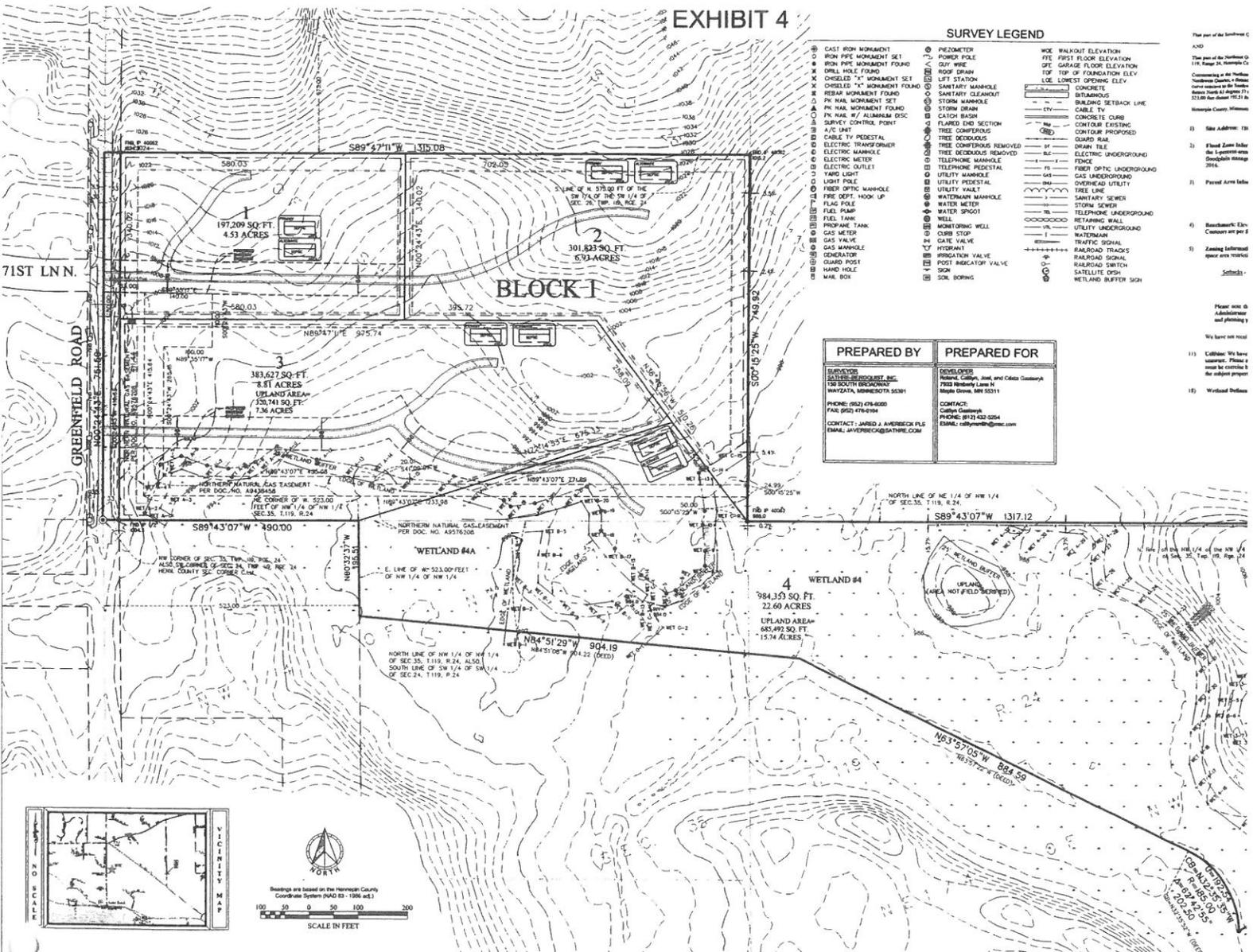


VICINITY MAP



NO SCALE

EXHIBIT 4



SURVEY LEGEND

- | | | |
|---|--|---|
| <ul style="list-style-type: none"> ○ EAST IRON MONUMENT ● IRON PIPE MONUMENT SET ● IRON PIPE MONUMENT FOUND ● DRILL HOLE FOUND × CHEELED "X" MONUMENT SET × CHEELED "X" MONUMENT FOUND × REBAR MONUMENT FOUND ● PK. NAIL MONUMENT SET ● PK. NAIL MONUMENT FOUND ● PK. NAIL W/ ALUMINUM DISC ● SURVEY CONTROL POINT ○ A/C UNIT ○ CABLE TV PEDestal ○ ELECTRIC TRANSFORMER ○ ELECTRIC MANHOLE ○ ELECTRIC METER ○ ELECTRIC OUTLET ○ HAND LIGHT ○ LIGHT POLE ○ FIBER OPTIC MANHOLE ○ TREE OPT. WOOD UP ○ FLAG POLE ○ FUEL PUMP ○ FUEL TANK ○ PROPANE TANK ○ GAS METER ○ GAS VALVE ○ GAS MANHOLE ○ GENERATOR ○ GUARD POLE ○ HAND HOLE ○ MAIL BOX | <ul style="list-style-type: none"> ○ PNEUMETER ○ POWER POLE ○ GUY WIRE ○ ROOF DRAIN ○ LIFT STATION ○ SANITARY MANHOLE ○ SANITARY CLEANOUT ○ STORM MANHOLE ○ STORM DRAIN ○ CATCH BASIN ○ FLURED END SECTION ○ TREE CONIFEROUS ○ TREE DECIDUOUS ○ TREE CONIFEROUS REMOVED ○ TREE DECIDUOUS REMOVED ○ TELEPHONE MANHOLE ○ TELEPHONE PEDestal ○ UTILITY MANHOLE ○ UTILITY PEDestal ○ UTILITY VAULT ○ WATERWAY MANHOLE ○ WATER METER ○ WATER SPOUT ○ WELL ○ MONITORING WELL ○ CURB STOP ○ GATE VALVE ○ FROBISH ○ PROPORTION VALVE ○ POST INDICATOR VALVE ○ SIGN ○ SOIL BORING | <ul style="list-style-type: none"> ○ WALKOUT ELEVATION ○ FTE FIRST FLOOR ELEVATION ○ GFE GARAGE FLOOR ELEVATION ○ TFE TOP OF FOUNDATION ELEV. ○ LOE LOWEST OPENING ELEV. ○ CONCRETE ○ BITUMINOUS ○ CONCRETE CURB ○ CONTOUR EXISTING ○ CONTOUR PROPOSED ○ GUARD RAIL ○ GRASS TILE ○ ELECTRIC UNDERGROUND ○ FIBER OPTIC UNDERGROUND ○ GAS UNDERGROUND ○ OVERHEAD UTILITY ○ TREE LINE ○ SANITARY SEWER ○ STORM SEWER ○ TELEPHONE UNDERGROUND ○ RETAINING WALL ○ UTILITY UNDERGROUND ○ WATERMAIN ○ TRAFFIC SIGNAL ○ RAILROAD TRACKS ○ RAILROAD SIGNAL ○ RAILROAD SWITCH ○ SATELLITE DISH ○ WETLAND BUFFER SIGN |
|---|--|---|

PREPARED BY	PREPARED FOR
SURVEYOR SATHRE-BERGQUIST, INC. 130 SOUTH BROADWAY WAYZATA, MINNESOTA 55391 PHONE: (952) 476-6200 FAX: (952) 476-6209 CONTACT: JARED J. AMERBECK PLS EMAIL: JAMERBECK@SATHRE.COM	DEVELOPER James, Cathy, Joel, and Celia Gustafson 7828 Highway Lane N Minnetonka, MN 55311 CONTACT: Cathy Gustafson PHONE: (952) 432-2284 EMAIL: cathygustafson@gmail.com

FIELD CREW	NO.	BY	DATE	REVISION
DAL AK	1	CMT	9/19/2020	REVISED LOT LINES AND PONDS
DRAWN				
CHECKED				
JJA				
DATE				
8/29/2020				

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

Dated this 31st day of August, 2020.

Jared J. Amerbeck, PLS
 jamerbeck@satire.com
 Minnesota License No. 53642

SATHRE-BERGQUIST, INC.
 130 SOUTH BROADWAY WAYZATA MN 55391 (952) 476-6000
 WWW.SATHRE.COM

TWP 119-RGE 24-SEC 26-35
 HENNEPIN COUNTY
GREENFIELD, MINNESOTA

GREENFIELD PLANNING COMMISSION MINUTES

October 13, 2020

The Planning Commission of the City of Greenfield, Hennepin County, Minnesota, met in regular session on Tuesday, October 13, 2020 at 7:00 p.m. in the council chambers at 7738 Commerce Circle.

1. Call meeting to order

Chair Freeseaman called the meeting to order at 7:02 p.m.

2. Pledge of Allegiance

3. Roll call

Members Present: Commissioner Jared Alholinna, Kevin Anderson, Jessica Freeseaman, Brek Perry and Loren Harff

City Staff present: Zoning Administrator Tori Leonhardt
 City Planner Brad Scheib

4. Approval of the Agenda

MOTION by Perry, seconded by Alholinna, to approve the agenda. All voted in favor. Motion carried 5:0

5. Approval of Minutes of September 8, 2020 Planning Commission Workshop Meeting

MOTION by Harff, seconded by Anderson, to approve the minutes of the September 8, 2020 Planning Commission Workshop. All voted in favor. Motion carried 5:0

6. Approval of Minutes of September 8, 2020 Planning Commission Meeting

MOTION by Perry, seconded by Alholinna, to approve the minutes of the September 8, 2020 Planning Commission Meeting. All voted in favor. Motion carried 5:0

7. Planner Overview of Aeshliman Meadows and Gaalswyk Acres

City Planner Brad Scheib shared a google aerial map of the area being platted for Aeshliman Meadows and for Gaalswyk Acres and stated these two developments share the same constraints with road connectivity, a gas pipeline easement, wetlands, being in a shoreland overlay district, a floodplain, some mild slopes and some steep slopes. Scheib explained that staff's recommendations are based on a rural pattern of development and these two developments are a challenge due to the number of constraints that exists.

8. Consideration for a Preliminary Plat Approval for Aeshliman Meadows

A. Staff Report:

Scheib informed the commission that the applicant is planning on subdividing 129 acres into 3 lots and 4 outlots. Three of the outlots would be preserved for future development, the 4th outlot will be possibly dedicated to the city for an easement or right of way or transferred to an adjacent property owner. The 3 outlots would continue to be farmed until that would happen.

The current farmstead is proposed as Lot 1 and currently on the property exists a corn crib, a grain bin, two silos, a pole barn, a traditional barn and two sheds for a total of eight accessory structures. The traditional barn is not in good shape and could be considered a nuisance in accordance with our nuisance ordinance.

Public Hearing

Motion by Anderson, seconded by Perry to open a Public Hearing at 7:24 p.m. All voted in favor. Motion carried 5:0.

Freeseaman invited Chuck Alcon, 6138 76th Lane, representative of the applicant. Alcon pointed out that the 3 lots are for family members and the farmstead lot was going to continue to be a hobby farm. He agreed the traditional barn was not in the best shape, but it was still functioning as a place to store hay for the horse farm across the street from the property. Wants to keep this as a farm and farmland as long as they can. The concept plan is in case it develops. The Gas pipeline easement documents appear to state that you cannot build a road over it.

Karen Haigh, 5890 66th Lane, wanted to know the size of the lots being created.

Scheib responded that Lot 1, Block one is 8.1 acres, Lot 1, Block 2 is 14.1 acres and Lot 1, Block 3 is 10.4 acres

Peter Anastasia, 5830 Town Hall Drive, was glad to hear that the outlots will remain farmland for a while until it is developed. He is concerned with traffic however on Town Hall drive and wanted the city to take it into consideration to have it paved. He was also worried about the drainage to Dance Hall Creek and wanted to know if there would be an easement created and if so, who would be responsible for maintaining and cleaning it.

Shawn Larkin, future owner of Lot 1 Block 2, was unclear why the grain bin was considered an accessory structure and if he has to take down the barn, how long would he have to do it.

MOTION by Alholinna, seconded by Anderson to close the Public Hearing at 7:52 p.m. All voted in favor. Motion carried 5:0.

DISCUSSION:

Freeseaman ask Scheib for clarification on agricultural land and farm buildings and how that differs from a hobby farm. Scheib replied that he does not know that it does.

MOTION by Perry, seconded by Alholinna to recommend for approval to the City Council the approval of the preliminary plat for the Aeshliman Meadows subdivision with the following conditions:

1. The proposed septic areas shall meet all setback requirements for jurisdictional wetlands and wells and shall not be located within drainage and utility easement areas.
2. Prior to the final plat, the applicant shall receive preliminary approval from Hennepin County Public Health for the proposed Individual Sewage Treatment System sites for all proposed lots.
3. All fees and financial obligations shall be received by the City prior to the releasing of the plat for recording.

4. The applicant shall provide the plat and all required information to the City within ninety (90) days after the date of the City Council approval, otherwise the approval of the final plat shall be considered void. An extension to the ninety (90) day limit may be granted at the discretion of the City Council in response to a written request from the applicant. The applicant shall record the final plat with the County Recorder within 30 days after the date the plat is signed by the City Administrator-Clerk and the Mayor.

All voted in favor. Motion carried 5:0.

9. Consideration for a Preliminary Plat Approval for Gaalswyk Acres

A. Staff Report

Scheib explained the property is approximately 43 acres in size and is proposed to be subdivided into 4 lots, accessed by two shared driveways directly on to Greenfield Road. Prior to making application for preliminary plat, the applicant went through the sketch plan review process with city staff to explore how the site could be developed. Topics discussed included minimizing driveway access on to Greenfield Road, optimizing density, minimizing impacts on wetlands and Dance Hall Creek and understanding longer term connectivity to surrounding properties. This property is greatly impacted with restraints. Code does allow for a shared allow a shared driveway but requires at least 200 feet of frontage so lot 1 would need to be adjusted a little bit.

Motion by Anderson, seconded by Perry to open a Public Hearing at 8:17 p.m. All voted in favor. Motion carried 5:0.

Public Hearing

Joel Gaalswyk, applicant, addressed the commission and said the two of the lots are for himself and his brother and his cousin may be interested in the third lot.

There were no other public comments

MOTION by Harff, seconded by Alholinna to close the Public Hearing at 8:19 p.m. All voted in favor. Motion carried 5:0.

DISCUSSION

Freeseman brought up her concern for the line of sight at that point of Greenfield Road and also the condition of Greenfield Road along the ditch where there is a steep drop off. Scheib indicated that he would talk to the engineer and to public works about that area of the road and also if there is talk about improvements in the budget for Greenfield Road.

MOTION by Anderson, seconded by Freeseaman to recommend for approval to the City Council the preliminary plat for Gaalswyk Acres subdivision per staff recommendations and adding one condition to reconfigure lots 3 and 4 to ensure lot 4 has a buildable area given the natural gas pipeline easement and wetland constraints present on lot 4.

1. The proposed septic areas shall meet all setback requirements for jurisdictional wetlands and wells and shall not be located within drainage and utility easement areas.
2. Prior to the final plat, the applicant shall receive preliminary approval from Hennepin County Public Health for the proposed Individual Sewage Treatment System sites for all

proposed lots.

3. Designs and specifications for each private shared driveway shall be submitted to the City Engineer for review and approval.
4. Shared driveway easements shall be modified to ensure Lots 2 and 4 meet frontage requirements as stipulated by Section 152.055 (3) (b) of the zoning code.
5. Shared driveway agreements for both shared driveways shall be drafted and recorded with the final plat.
6. All fees and financial obligations shall be received by the City prior to the releasing of the plat for recording.
7. The applicant shall provide the plat and all required information to the City within ninety (90) days after the date of the City Council approval, otherwise the approval of the final plat shall be considered void. An extension to the ninety (90) day limit may be granted at the discretion of the City Council in response to a written request from the applicant. The applicant shall record the final plat with the County Recorder within 30 days after the date the plat is signed by the City Administrator-Clerk and the Mayor.

All voted in favor. Motion carried 5:0

7. Updates – Scheib raised the issue of not being able to find Type I septic sites on the old Leuer properties that are now sold. There is one 20-acre site that does not have one location on it were a Type I septic site can be located, therefore according to State Statute, you can't build a house on it. So now we have to work with Hennepin County to find an alternative way to make these buildable lots.

8. Adjourn

MOTION by Anderson, seconded by Harff to adjourn. All voted in favor. Motion carried 5:0. Meeting adjourned at 8:52 p.m.

Chair Jessica Freeseaman

Attest: Tori Leonhardt, Zoning Administrator

**CITY OF GREENFIELD
RESOLUTION NO. 20-39**

**RESOLUTION APPROVING THE PRELIMINARY PLAT FOR THE GAALSWYK
ACRES SUBDIVISION**

WHEREAS, the applicant, Roland Gaalswyk Et. Al., has requested preliminary plat approval for property legally described as provided in Exhibit A with PID #2611924330003; and

WHEREAS, the requested application is to subdivide 151 acre subject property into four lots as follows: Lot 1 Block 1 (4.53 acres), Lot 2 Block 1 (6.93 acres), Lot 3 Block 1 (8.81 acres), and Lot 4 Block 1 (22.60 acres); and

WHEREAS, the applicant has completed a sketch plan review and discussed with City Staff the City's long-term desire to optimize density on the site, to consider street connectivity to the east towards Town Hall Drive, and the City's long-term desires to pave Greenfield Road; and,

WHEREAS, the planning commission conducted a public hearing to consider the plat at its October 13th, 2020 meeting and recommended approval of the preliminary plat with conditions; and,

WHEREAS, the final plat is in conformance with the City of Greenfield, MN, subdivision code with conditions.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Greenfield does hereby approve the preliminary plat for Gaalswyk Acres with the following conditions:

1. The proposed septic areas shall meet all setback requirements for jurisdictional wetlands and wells and shall not be located within drainage and utility easement areas.
2. Prior to the final plat, the applicant shall receive preliminary approval from Hennepin County Public Health for the proposed Individual Sewage Treatment System sites for all proposed lots.
3. Designs and specifications for each private shared driveway shall be submitted to the City Engineer for review and approval.
4. Shared driveways shall be modified to ensure all lots meet frontage requirements as stipulated by Section 152.055 (3) (b) of the zoning code.
5. Shared driveway agreements for both shared driveways shall be drafted and recorded with the final plat.

6. That lots 3 and 4 be reconfigured to ensure adequate buildable area to accommodate a house and septic site without having to cross the existing gas line easement.
7. All fees and financial obligations shall be received by the City prior to the releasing of the plat for recording.
8. The applicant shall provide the plat and all required information to the City within ninety (90) days after the date of the City Council approval, otherwise the approval of the final plat shall be considered void. An extension to the ninety (90) day limit may be granted at the discretion of the City Council in response to a written request from the applicant. The applicant shall record the final plat with the County Recorder within 30 days after the date the plat is signed by the City Administrator-Clerk and the Mayor.

BE IT FURTHER RESOLVED, that the City Council of the City of Greenfield does hereby approve the following findings of fact in support of this approval with the stated conditions:

1. The criteria for Preliminary Plat and Final Plat included in City Code Section 151 are met.
2. The proposed subdivision meets the standards of the R-R Rural Residential Zoning District, as seen in City Code Section 152.055.
3. The proposed subdivision complies with the City's Comprehensive Plan.
4. The development of the proposed subdivision will not alter the essential character of the surrounding neighborhood.

Adopted by the Greenfield City Council on October 20, 2020.

Mayor Brad Johnson

Attest: Margaret Webb, City Administrator-Clerk

Exhibit A Legal Description

DESCRIPTION OF PROPERTY SURVEYED (Per Schedule A of the herein referenced Title Commitment)

That part of the Southwest Quarter of the Southwest Quarter of Section 26, Township 119, Range 24, Hennepin County, Minnesota, lying South of the North 575.00 feet thereof.

AND

That part of the Northeast Quarter of the Northwest Quarter and that part of the North 735.20 feet of the Northwest Quarter of the Northwest Quarter, lying East of the West 523.00 feet thereof, all in Section 35, Township 119, Range 24, Hennepin County, Minnesota, that lies Northerly of the following described line:

Commencing at the Northeast corner of said Northeast Quarter of the Northwest Quarter, thence on an assumed bearing of South 00 degrees 42 minutes 08 seconds East, along the East line of said Northeast Quarter of the Northwest Quarter, a distance of 657.85 feet to the point of beginning of said line; thence South 60 degrees 32 minutes 34 seconds West, a distance of 365.62 feet; thence 202.50 feet Northwesterly along a non-tangential curve concave to the Southwest having a radius of 185.00 feet, a central angle of 62 degrees 43 minutes 00 seconds; a chord bearing of North 32 degrees 35 minutes 52 seconds West, and a chord distance of 192.54 feet; thence North 63 degrees 57 minutes 22 seconds West, tangent to said curve, a distance of 884.59 feet; thence North 84 degrees 51 minutes 08 seconds West, a distance of 904.22 feet to a point on the East line of said West 523.00 feet distant 195.51 feet Southerly, as measured along said line, of the Northeast corner of said West 523.00 feet thereof and said line there terminating.

Hennepin County, Minnesota



City of Greenfield
Regular City Council Meeting
Request for Council Action
October 20, 2020

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. The attached agreement is the redlined version showing all insertions and deletions.

DISCUSSION

The amended sheriff's contract provided by Hennepin County outlines continued services from the Hennepin County Sheriff's Office beginning January 1, 2021 through December 31, 2022. The City Attorney has reviewed and approved this contract

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 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 ~~six (6)~~ 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-six (36)~~ 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)~~.

- (ii) 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~~19~~, and Eighty-Two Dollars and Fifty-Two Cents (\$82.52/hour) for additional services performed in 2022~~0~~.

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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~~19~~, and One Hundred Eighty Thousand, Seven Hundred Twenty-Four Dollars (\$180,724.00/annual) for services provided in 2022~~0~~.

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 and COUNTY shall remain liable to the CITY for damages sustained by the CITY by virtue of any breach of this

Agreement by COUNTY: Following notice from the COUNTY aggrieved party to the breaching party 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 either party ~~the COUNTY~~ under this Agreement, law, statute, rule, and/or equity.
- C. ~~The COUNTY's~~ Either party'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 ~~City Administrator, City of Greenfield, 7738 Commerce Circle, Greenfield, Minnesota 55373~~ 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~~ 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: _____

CITY OF GREENFIELD

Document Assembled by:

Kristine Urbowicz
Administrative Assistant
Date: _____

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 ~~six~~three (6~~3~~) hours per day, commencing January 1, 2021~~19~~. 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
Regular City Council Meeting
Request for Council Action
October 20, 2020

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 reviewed and approved by the City Attorney.

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 1) immediately for "just cause", as defined herein, or 2) for any reason, upon providing 120 days prior written notice to the other party, ~~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, to the extent the non-completion was not directly caused by a material breach of this agreement by the County.

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 ~~seven and one half percent (7.5%)~~ - 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 (15th) 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~~
~~Mayer~~, 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 **respective parties CITY** under Paragraphs 7, 8, **9**, 12, and 13 hereof and the obligations of the **each party CITY** which, by their sense and context, are intended to survive the performance thereof by the **same party 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.