



CITY COUNCIL MEETING AGENDA
REGULAR MEETING
TUESDAY, JANUARY 10, 2017

CITY COUNCIL MEETING TIME: 7:30 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. ****Consent Agenda****

All items listed under Consent Agenda are considered to be routine by Council and will be acted on by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- a. Approval of the City Council minutes from the December 13, 2016 Truth in Taxation Meeting.
- b. Approval of City Council minutes from the December 13, 2016 Regular City Council Meeting.
- c. Approval of Accounts Payable; Checks Numbered 16792-16828. For Information Checks Numbered 16765-16791 are Payroll Checks.
- d. Approval of Mayors Attendance at the National League of Cities Congressional Cities Conference March 11-15 and the National Community Action Legislative Conference on March 15-17.
- e. Approval to not waive the monetary limits on Tort Liability established by MN Statutes, to the extent of the limits of liability coverage obtained from the LMCIT.
- f. Approve date of Local Board of Appeal and Equalization Meeting-April 11, 2017.
- g. Approve Annual Payment to WeCAN and Delano Senior Center for Services Provided to Independence Residents.
- h. **RESOLUTION 17-0110-01** Supporting the WeCAN Community Development Block Grant (CDBG) Application.
- i. Letter of Support for Senior Community Services Community Development Block Grant (CDBG) Application.
- j. Approval of Planning Commission Appointment of Thomas Palmquist to a Three (3) Year Term.

- k. **RESOLUTION 17-0110-02** Approving Residential Recycling Grant Agreement with Hennepin County.
 - l. Approve Agriculture Preserve Enrollment Application for the Property Located at 7275 Turner Road and Further Identified by PID Nos. 2811824410005, 2811824410005 and 2811824440004.
 - m. Approval of Third Quarter Financial Report
- 5. Set Agenda – Anyone Not On The Agenda Can Be Placed Under Open/Misc.
 - 6. Reports of Boards and Committees by Council and Staff
 - 7. Annual City Council Visit by District 7 Hennepin County Commissioner Jeff Johnson.
 - 8. Annual City Council Appointments.
 - 9. Open/Misc.
 - 10. Adjourn.

MINUTES OF THE TRUTH IN TAXATION HEARING
A SPECIAL MEETING OF THE
INDEPENDENCE CITY COUNCIL
TUESDAY, DECEMBER 13, 2016 – 7:00 P.M.

1. CALL TO ORDER.

Pursuant to due call and notice thereof, a truth in taxation hearing of the Independence City Council was called to order by Mayor Johnson at 6:45 p.m.

Johnson explained this is a Public Hearing for the City's 2017 Budget.

2. ROLL CALL

PRESENT: Mayor Johnson, Councilmembers Betts, Spencer, Grotting, and McCoy
ABSENT: None
STAFF: City Administrator Kaltsas, Administrative Assistant Horner
VISITORS: Steve McDonald (ABDO), Penny Bailey, Camille Thomas

3. TRUTH IN TAXATION HEARING

Mayor Johnson outlined the main purpose of the hearing and asked the two visitors if they had something specific they would like to address. Bailey (3145 Co Rd 90) said that 15.6% increase in property taxes is outrageous. Johnson asked if Bailey's valuation was increased from last year. Bailey said she did not think so. Johnson said most homes in the area increased by 4%. Thomas (6775 Fogelman Rd) said she was interested in asking about her homes valuation increase as well. She said they had a 7% increase and she does not see how that is accurate considering the homes on her street that have not sold. Kaltsas said the City's tax rate has stayed flat year after year but if a home's value has increased based on its assessment then that tax rate will increase for that property. Kaltsas noted the City budget has increased 6.5%.

Mayor Johnson introduced Steve McDonald, Abdo, Eick, & Meyers to review the final budget figures. McDonald stated that the goal of the meeting is to approve the final levy and submit it to Hennepin County by the due date of December 28, 2016. McDonald noted there were no legislative impacts this session. The overall budget increase for 2017 is \$172,000. McDonald said the residential values increased 7.27%. He noted the tax rate is different if the value of the home is over \$500,000. McDonald said expenditures were up \$179,000 from last year and that increase was largely due to the Police contract which was \$80,000 over last year. He said recycling and comprehensive plan funds were also added to expenditures.

Bailey said her valuation went up 15.6%. Kaltsas said he would contact Melissa Potter with the Assessor's office to find out about Bailey's valuation. Thomas said she would like to know what the County bases their calculations on. Johnson noted that in the spring the City can address valuation comments directly.

4. ADJOURNMENT

Motion made by McCoy, seconded by Betts, to adjourn the meeting at 7:25 p.m. Ayes: Betts, Johnson, Spencer, Grotting and McCoy. Nays: None. Absent: None. MOTION DECLARED CARRIED.

Respectfully submitted,

Trish Bemmels, Recording Secretary

MINUTES OF A REGULAR MEETING OF THE
INDEPENDENCE CITY COUNCIL
TUESDAY, DECEMBER 13, 2016 –7:30 P.M.

1. CALL TO ORDER.

Pursuant to due call and notice thereof, a regular meeting of the Independence City Council was called to order by Mayor Johnson at 7:30 p.m.

2. PLEDGE OF ALLEGIANCE.

Mayor Johnson led the group in the Pledge of Allegiance.

3. ROLL CALL

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

ABSENT: None

STAFF: City Planner & City Administrator Mark Kaltsas, City Administrative Assistant Horner, City Attorney Vose

VISITORS: Bonnie Kuka, Tom Kuka, Mike Kuka, Michael Kuka, Tammy and Masoud Ameri

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

All items listed under Consent Agenda are considered to be routine by Council and will be acted on by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- a. Approval of City Council minutes from the November 29, 2016 Regular City Council Meeting.
- b. Approval of City Council minutes from the November 10, 2016 Council Workshop.
- c. Approval of Accounts Payable; Checks numbered 16722-16754.
- d. For Information - Checks numbered 16755-16765 are Payroll Checks.
- e. Approval of Council Member Attendance at the League of Minnesota Cities Training Conference in January.

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

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

6. REPORTS OF BOARDS & COMMITTEES BY COUNCIL AND STAFF

Spencer attended the following meetings:

- Hennepin County Comprehensive Plan Action Committee Meeting
- Truth in Taxation Meeting
- Dennis Johnston Memorial of Life

Grotting attended the following meetings:

- LMCC Meeting

- LMCC Meeting concerning JPA language for those leaving commission
- Truth in Taxation Meeting
- Sensible Land Use Coalition Meeting

McCoy attended the following meetings (includes October and November meeting updates:

- Highway 12 Safety Coalition Meeting
- Northwest League Meeting
- City Council Workshop
- WHPS Reserves “View Santa” event
- Joint City Council with Maple Plain
- Metro Cities Conference
- Dennis Johnston Memorial of Life
- Truth in Taxation Meeting

Betts attended the following meetings:

- MAMA luncheon at Metro Cities Conference
- Truth in Taxation Meeting

Johnson attended the following meetings (last month):

- WHPS Police Interviews for new Officer
- Dennis Johnston Memorial of Life
- WHPS Reserves “View Santa” event
- Orono Healthy Communities Meeting
- American Experiment Speaker Event about “War on Cops”
- Former Long Lake Mayor Todd Olson Memorial Service
- Hennepin County Active Living Committee Meeting
- Conference of Mayors Meeting in Minneapolis
- Senior Community Services Finance Committee Meeting
- Orono School Board Meeting
- West Hennepin Chamber of Commerce Meeting
- Truth in Taxation Meeting
- Commissioner Randy Johnson’s Retirement Party

Horner attended the following meetings:

- Hennepin County Recycling Meeting
- Truth in Taxation Meeting

Kaltsas attended the following meetings:

- Urban Land Institute Economic Outlook Meeting
- Truth in Taxation Meeting
- Sensible Land Use Coalition Meeting

7. **DIRECTOR GARY KROELLS, WEST HENNEPIN PUBLIC SAFETY - ACTIVITY REPORT FOR THE MONTH OF NOVEMBER, 2016.**

- a. West Hennepin Public Safety Promotional Video Debut

Kroells stated over 8000 incidents have been handled by WHPS this year through the end of November. He said the “View Santa” event which is in its 36 year raised \$515.00 cash and collected many items for the food shelf. Kroells said multiple cities went in together on a trailer that is equipped for traffic emergency needs that arise that in the past have overwhelmed the resources of the individual departments.

Kroells outlined some events from the November report. Kroells said the promotional video may also be viewed by visiting the WHPS website.

for a detailed report see the City Council packet available on the website

8. MIKE KUKA (APPLICANT/OWNER) REQUESTS THAT THE CITY CONSIDER THE FOLLOWING ACTIONS FOR THE PROPERTIES LOCATED AT 4405 COUNTY ROAD 92 N, INDEPENDENCE, MN (PID NO.S 04-118-24-24-0002 AND 04-118-24-31-0001):

- a. **RESOLUTION 16-1213-01** – Considering approval of a minor subdivision to permit a lot line rearrangement which would shift the property line to encapsulate the existing accessory structure on the adjacent property.
- b. **RESOLUTION 16-1213-02** – Considering a conditional use permit to allow a commercial riding stable on the subject property. The stable will host rodeo and other similar horse related events within the existing agriculture accessory structure on the property.

Kaltsas stated Planning Commissioners held a public hearing and discussed the requested CUP at their regularly scheduled meeting on June 9, 2015. Commissioners asked the petitioner for clarification relating to the order of events and construction of the facility. Commissioners discussed and noted that this property had a geographic advantage which would potentially mitigate impacts of the facility on the surrounding properties. Commissioners sought clarification from staff pertaining to items that would need to be completed prior to use of the facility as a commercial riding stable. It was noted that the following items would need to be completed prior to use of the facility and issuance of the conditional use permit:

1. Apply for and obtain a building permit to complete the requisite improvements of the facility.
 - a. The applicant will need to provide the City with an architectural plan detailing the proposed number and location of permanent bathroom facilities, exit doors and various other building code requirements.
 - b. Installation of the permanent bathroom facilities will require the on-site septic system to be installed.
 - c. The City could consider granting the CUP for a maximum of 49 people.
2. Install all site improvements as shown on the proposed site plan. Improvements that will need to be installed prior to use of the facility include:
 - a. Gravel access drive aisle from CSAH 92 N. to the building.
 - b. Gravel fire ring road and turn around capable of accommodating 75,000 lbs. and necessary fire apparatus.

- c. Parking lot and entrance lighting. Applicant will need to submit detailed lighting information and photometric plan and receive approval).
- d. Berming and associated landscaping.
- e. Storm water pond and improvements in accordance with approved plans and specifications.
- f. Establishment of turf ground cover in the proposed parking areas.
- g. Installation of handicapped accessible signage in locations indicated on plans and in accordance with applicable standards.
- h. Procurement of a manure management permit from the MPCA.

Kaltsas said the applicant is seeking a conditional use permit to allow a commercial riding stable and minor subdivision to allow a lot line rearrangement so that the accessory building is located on the property with the principle structure. In 2013, the applicant constructed a large riding arena and stable on the subject property without the requisite building and conditional use permits. The City was subsequently informed that the applicant was using the facility as a commercial riding stable. The City notified the applicant in spring of 2014 that use of the facility as a commercial riding stable was a conditional use in the AG-Agriculture zoning district. Following several meetings with the applicant, an application was submitted in the fall of 2014.

The applicant is seeking permission to utilize the accessory structure as a commercial riding stable. The applicant initially asked the City to allow a commercial riding stable and equestrian related events facility with potentially more occupants than the facility was designed to accommodate. The City informed the applicant that the type of construction and materials used in the building limited the ultimate occupancy of the facility to no more than 49 people. The primary deficiency was the fabric roof that was installed on the building. The applicant spent some time trying to have the roof manufacturer, fire department and building official grant an exception to the building code relating to the roof material and allow additional occupancy of the facility. The applicant has stated that they intend to replace the roof material with a fire rated material in the future. Until the roof is replaced, the occupancy for this structure will only allow u to 49 occupants to be within the structure at any one time.

The minor subdivision to allow the lot line rearrangement is necessary so that the accessory structure will be located on the same lot as the principle structure. The applicant is proposing to meet the minimum setbacks of 15 feet around the entire accessory building perimeter. The lot line rearrangement will bring the accessory building into compliance with the City's zoning regulations.

The applicant is seeking a conditional use permit to allow a commercial riding stable on the subject property. A commercial riding stable is further defined in the City's ordinance as follows:

Subd. 69. "Riding stable, commercial." Stables, barns, and facilities for the keeping and riding of horses, both indoor and outdoor, operated as a livery or boarding stable, or other commercial recreational use.

The commercial riding stable will include the boarding of horses as well as hosting a limited number of additional equestrian related events within the facility. The applicant is requesting the following approvals from the City:

1. The applicant is requesting permission to board 25 horses on 80 acres. The City allows one (1) animal unit for the first 2 acres and one (1) additional animal unit for each additional acre. The property would clearly allow for 25 horses.
2. The applicant is requesting permission to operate the commercial riding stable between the hours of 7:00 am- 10:00 pm on a daily basis. The maximum number of occupants would be 49 people or less on a daily basis.

Commercial riding stables are permitted as conditional uses in the Agriculture zoning district. In order for the City to consider approval of a conditional use permit request it must find that it meets the criteria established within the zoning ordinance. The criteria for granting a conditional use permit are clearly delineated in the City's Zoning Ordinance (Section 520.11 subd. 1, a-i) as follows:

1. *The conditional use will not adversely affect the health, safety, morals and general welfare of occupants of surrounding lands.*
2. *The proposed use will not have a detrimental effect on the use and enjoyment of other property in the immediate vicinity for the proposes already permitted or on the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
3. *Existing roads and proposed access roads will be adequate to accommodate anticipated traffic.*
4. *Sufficient off-street parking and loading space will be provided to serve the proposed use.*
5. *The proposed conditional use can be adequately serviced by public utilities or on-site sewage treatment, and sufficient area of suitable soils for on-site sewage treatment is available to protect the city form pollution hazards.*
6. *The proposal includes adequate provision for protection of natural drainage systems, natural topography, tree growth, water courses, wetlands, historic sites and similar ecological and environmental features.*
7. *The proposal includes adequate measures to prevent or control offensive odor, fumes, dust, noise, or vibration so that none of these will constitute a nuisance.*
8. *The proposed condition use is consistent with the comprehensive plan of the City of Independence.*
9. *The proposed use will not stimulate growth incompatible with prevailing density standards.*

The subject property is located directly south of the Shrine Horse Facility which operates as a commercial riding stable. The relative size of the property, its access to County Road 92 and geographic seclusion help to mitigate potential issues related to operation of the proposed facility. The City will need to determine if the proposed CUP meets the requirements for granting a conditional use permit. In order to aid in the decision, the City has completed a detailed review of the proposed use and corresponding site related measures.

The City completed a detailed site plan review of the proposed stable and its associated site improvements. The review identifies issues that should be considered when determining if the proposed conditional use permit meets the criteria for approval. The following issues should be noted:

Fire/Building

1. The Fire Department has reviewed the plans and requested a fire service road around the building. All gravel areas that will provide fire access to the building will need to be constructed to support the International Fire Code's fire apparatus weight load of 75,000 lbs. In addition, a paved/gravel path and turnaround shall be provided to service the building so that no portion of the building is further than 150 feet from the fire access road (maximum spacing between the ends of the road cannot exceed 300 lineal feet).

- a. The applicant has submitted plans that show the location and construction type for the requisite service road. The fire department has reviewed and approved the proposed plan.
2. The City will need to make a determination relating to the number of bathrooms required based on the classification of the building.
 - a. The applicant has submitted an architect's plan which indicates the proposed number, type and details for bathrooms in the building. The plans will need to be reviewed by the City's building official as a part of the building permit review.
3. The applicant is required to provide accessible parking spaces based on the number of overall spaces proposed on the site.
 - a. The applicant has identified the location and requisite signage for the accessible parking spaces on the plans.

Sanitary Sewer

4. The requirement for permanent bathrooms will require connection to an onsite septic system or holding tanks. The plans indicate the location of a primary and secondary mound system for the requisite bathrooms. Staff has reviewed the proposed primary and secondary locations and believes that the site can accommodate the requisite system. Please provide the City with additional information which verifies (from a licensed designer) that the proposed location can accommodate a primary and secondary septic system location.

Planning

5. It is typical that parking for a stable/event center would provide 1 space for every 3 occupants of the facility. Based on the maximum occupancy of this facility (150 persons), the following parking is required:

Parking Required

User Parking: $150 \text{ occupants} / 3 = 50 \text{ parking spaces required}$

Employee Parking: 10 workers = 10 parking spaces required

Parking Provided

60 parking spaces provided

- a. The applicant is proposing to provide 60 parking spaces which can accommodate a vehicle plus trailer on the subject site (50 feet long by 12 feet wide). In addition, the applicant has identified an overflow parking area which can be utilized during the special events. The spaces would be comprised of a turf surface and accessed via the gravel access road. The number of spaces is adequate if parking is regulated/managed and organized during a high occupancy event. If vehicles are not managed, parking could become a potential issue. It is recommended that for the 18 special events proposed, the applicant be required to provide a designated parking management system. In addition, utilization of a turf parking surface can accommodate the intended use of the turf is maintained by the applicant. It is recommended that the City require the applicant to maintain the turf parking area so that there are not large areas that do not have turf coverage. Should this item be recommended for approval, the City can further develop a more detailed turf management/establishment requirement.

6. A site and parking lot lighting plan shall be submitted with the revised submittal. Lighting shall be in compliance with Section 535 of the City's Zoning Ordinance. Parking areas, pathways and walkways will be required to be lighted. The plan now indicates the location of parking lot lighting which appears to allow for some lighting on the property. The number of lights may need to be increased once a photometric plan is provided to the City. Please provide the City with additional detail relating to the proposed lighting (i.e. fixture cut sheets, pole details). A photometric plan is required to be submitted which extends beyond the property lines so that the City can verify the proposed lighting meets all applicable requirements (see Zoning Ordinance – Section 535).
7. A landscaping plan has been provided by the applicant. The plan identifies screening and buffering on County Road 92 along the proposed parking area. Minimum landscape requirements in the protective buffer must include one tree (at least 2.5-inch caliper deciduous tree or six-foot-high conifer tree) for each 40 feet of property line. All commercial uses must be screened from adjacent residential properties with berms, fencing, hedges, or other landscape materials. Earth berms shall not exceed a slope of 3:1. The screen shall be designed to provide an effective visual barrier during all seasons. Height of plantings shall be measured at the time of installation.
 - a. The applicant has prepared a plan which meets the buffering and screening requirements.
8. The structure has a public address/amplified sound system in the building. Staff noted that due to the type of building construction (fabric roof), sound is not contained within the facility. The location of the building does help to mitigate potential issues relating to sound; however, the applicant will be required to comply with all applicable standards for sound on this property. The City has the following provisions relating to noise:

2010.11. Purpose. Subdivision 1. The purpose of this subsection is to prevent loud, unpleasant, raucous, or prolonged noise recognizing that the abatement of such noise is necessary to protect the mental and physical health of the citizens, as well as the safety, well being and peaceful repose of the citizens. (Added, Ord. 85, 1979)

Subd. 2. Noise abatement. No person shall create, participate in, congregate because of, or be part of any gathering of persons from which loud, unpleasant, raucous, or prolonged noise emanates in such a manner so as to disturb the peace of persons residing in the area from which such noise emanates. (Added, Ord. 85, 1979)

Subd. 3. Declaration of a noisy gathering. Upon a finding that such noise disturbs the peace of persons as set forth herein, any peace officer may order the noise to be abated by ordering all persons present, except the owners or bonafide tenants of the dwelling or real estate, to immediately disperse and leave the premises. Any person failing to disperse as so directed by a peace officer or any owner or tenant obstructing a peace officer's order to disperse shall be in violation of this section. (Added, Ord. 85, 1979)

Subd. 4. Penalties. Any person who violates any provision of this section, upon conviction therefor, may be punished by a fine not to exceed \$500.00 or by imprisonment for not to exceed 90 days, or both. (Added, Ord. 85, 1979)

9. The applicant is proposing to manage the manure generated from the facility on site. The applicant will need to obtain and operated the facility in compliance with a manure management permit from the

MPCA. A copy of the MPCA permit and its conditions will become a part of the conditional use permit.

10. The building was constructed on a lot that does not have a principle structure. Accessory structures are not permitted on a property without a principle structure. The City has provided the applicant with three solutions that would resolve the issue.
 - a. Request a lot line rearrangement which would allow for the accessory structure to be located on the lot with the principle structure. A lot line rearrangement requires an additional application and hearing by the City.
 - b. Combine the two properties into one property by removing the property line between the two lots.
 - c. Construct a principle structure on the subject property. The applicant would be required to verify that the site can accommodate a primary and secondary on-site septic system for a principle structure.

The applicant has stated that they will construct a principle structure on the property or rearrange the lot line so that the accessory structure can be located on the site with the existing principle structure. The applicant has requested that the City allow up to three (3) years for the construction of a principle structure or lot line rearrangement. It is difficult and somewhat complicated for the City to obtain the necessary assurances/security to allow for a future date of compliance once the use is permitted. It is recommended that should the City consider approval of the requested CUP, it be subject to the applicant bringing the accessory structure into compliance by having it associated with a principal structure.

Storm Water Management

11. The applicant has complied with all storm water provisions relating to the proposed facility and associated site improvements. A storm water pond and conveyance system has already been installed on the property.
12. The applicant has received approval from the Pioneer-Sarah Watershed Management Organization (see attached approval letter).

Access

13. Access to this site is from County Road 92. The County has reviewed the driveway access into this site based on the proposed use. Hennepin County has approved the access based on the intended use of the property and the commercial riding stable. No additional information or improvements relating to the driveway access is required
14. The plans indicate that a gravel driveway will be constructed into the site from CSAH 92. The proposed width of the access driveway is 26' wide. As a point of reference, the proposed access drive width is the same as the City's public street standard.

The proposed conditional use permit to allow a commercial riding stable is generally consistent with the Agricultural nature of the property and surrounding land uses. The applicant believes that resulting traffic, noise, and other measureable impacts should not be incrementally amplified as a result of the proposed commercial riding facility due to the existing and historic use of the property. The Planning Commission will

need to determine if the requested conditional use permit meets all of the aforementioned conditions and restrictions.

Kaltsas said the City has received one verbal concern from a neighboring property owner relating to the proposed venue and the associated noise that it currently generates.

Planning Commissioners discussed the proposed CUP request and asked questions of the applicant and staff. Commissioners discussed the proposed lot line rearrangement and asked whether or not the applicant considered removing the line all together to make just one lot. Staff noted that this would take away a future building eligibility on the property and affect the future subdivision potential. Commissioners asked about the existing roof on the building and whether or not there was a safety or building code related concern with approving the conditional use permit. Staff noted that the current roof is acceptable for a maximum occupancy of 49 people in the building. Any greater occupancy would require a fire rated roof. Ultimately Planning Commissioners recommended approval of the requested minor subdivision and conditional use permit with findings and conditions.

Kaltsas said the Planning Commission recommended approval of the request for a minor subdivision and conditional use permit with the following findings and conditions:

- a. The proposed Minor Subdivision request meets all applicable conditions and restrictions stated in Chapter V, Section 500, Planning and Land Use Regulations, in the City of Independence Zoning Ordinance.
- b. The proposed Conditional Use Permit request meets all applicable conditions and restrictions stated in Chapter V, Section 510, Zoning, in the City of Independence Zoning Ordinance.
- c. The conditional use permit will be reviewed annually by the City to ensure conformance with the conditions set forth in the resolution.
- d. Approval of the minor subdivision to allow a lot combination shall be subject to the following conditions:
 1. The applicant shall record the minor subdivision with the County within six (6) months of the City's approval and prior to the conditional use permit becoming effective.
- e. Approval of the conditional use permit to allow a commercial riding stable shall be subject to the following conditions:
 2. The applicant shall obtain a building permit and subsequent occupancy permit from the City. In order to obtain a building permit, the applicant shall provide the City with the requisite details and information indicating how they will comply with all requirements, including but not limited to; bathrooms, accessibility, egress doors and septic system (if applicable). An occupancy permit will require that all requirements and work associated with meeting the requirements be completed.
 3. The applicant shall install all site improvements shown on the approved site plans, prepared by Wenck Associates, Inc, and dated January 25, 2015.
 4. The applicant shall install all landscaping in accordance with the approved site plans.

5. The applicant shall submit a photometric plan and associated light fixture and pole cut sheets to the City. The photometric plan will need to meet all applicable criteria, provide adequate levels of lighting for safety and be reviewed and approved by the City and West Hennepin Public Safety.
6. Any new signage shall comply with all applicable standards of the City's ordinance.
7. No more than 25 horses shall be boarded on the property.
8. The applicant must obtain and comply with a manure management permit from the MPCA. A copy of the valid MPCA permit with conditions shall be attached to and become a part of the conditional use permit.
9. The maximum number of occupants permitted to be on the premises at any given time shall be limited to 49 people. The general and daily hours of operation shall be 7:00 am - 10:00 pm.
10. The applicant shall comply with all applicable standards pertaining to sound limitations.
11. The applicant shall provide parking management, to be approved by the City, for the special events that occur on the property.
12. No renting of hack horses shall be permitted.
13. No parking on public roads shall be permitted.
14. Diligent effort must be made to maintain turf grass in pasture and parking areas. An approved standard, as determined by the City, shall be complied with at all times.
15. The applicant shall keep and maintain all feed and bedding are to be stores inside a closed building.
16. The applicant shall utilize appropriate management practices to control flies and odor.
17. The applicant shall provide an approved form of dust control on the entrance drive from CSAH 92 to the building.

Betts asked if they replaced the roof if they would be able to have larger crowds. Kaltsas said the CUP states no more than 49 people. He noted the applicants are in the process of replacing the roof for the fire rating requirements. Johnson asked why the fire road was not further south. Kaltsas said the recommendation for placement was from the Fire Chief and what would work best for them. Kaltsas noted the CUP is not approved until all items are met. Vose agreed and stated that in the CUP language paragraphs B & C should be revised to state that all site improvements shall be installed and maintained as a requirement.

Motion by Spencer, second by Grotting to approve RESOLUTION 16-1213-01 – Considering approval of a minor subdivision to permit a lot line rearrangement which would shift the property line to encapsulate the existing accessory structure on the adjacent property. Ayes: Johnson, Betts, Spencer, Grotting and McCoy. Nays: None. Absent: None. MOTION DECLARED CARRIED.

Motion by McCoy, second by Betts to approve RESOLUTION 16-1213-02 – Considering a conditional use permit to allow a commercial riding stable on the subject property. The stable will host rodeo and other similar horse related events within the existing agriculture accessory structure on the property. It was noted the addition of “shall install and maintain” would be added to paragraph 3, items b and c. Ayes: Johnson, Betts, Spencer, Grotting and McCoy. Nays: None. Absent: None. MOTION DECLARED CARRIED.

9. CONSIDER APPROVAL OF FINAL DEVELOPMENT AGREEMENT FOR A FOUR (4) LOT SUBDIVISION KNOWN AS SETTLERS PRAIRIE AND LOCATED AT 1160 COUNTY ROAD 19 N, INDEPENDENCE, MN (PID NO. 25-118-24-42-0001):

Kaltsas stated this is a four lot subdivision on County Road 19. He noted the developer will develop a public road to reach the new lots. The developer will also be required to put in a place a storm water system. Kaltsas said the developer will also pay park dedication fees as required.

Motion by Betts, second by McCoy to approve the final development agreement for the subdivision known as Settlers Prairie located at 1160 County Road 19 N. Ayes: Johnson, Betts, Spencer, Grotting and McCoy. Nays: None. Absent: None. MOTION DECLARED CARRIED.

10. CONSIDER REQUEST TO ALLOW SNOWMOBILE TRAIL TO BE LOCATED IN PIONEER CREEK PARK.

a. Consider Approval of Trail Location and Fencing Exhibit.

Kaltsas said the City has been approached by the Northwest Trails (Maple Plain Nomads Associate club) snow mobile club to consider allowing the relocation of the snow mobile trail from traveling along Pagenkopf Road to traveling through Pioneer Creek Park. The club has experienced several issues with the trail located along Pagenkopf Road between Baker Park and County Road 11. In an effort to eliminate the concerns along Pagenkopf, the club has explored possible routes that would relocate the trail to the south.

The club is seeking City Council consideration to allow the trail to be routed through Pioneer Creek Park, (see attached map). Council has previously discussed this issue at the November workshop. At that time Council discussed the following concerns:

1. Chapter 8 of the City’s ordinance states the following prohibition on motorized vehicles.
 - a. Subd. 3. Motorized vehicle. (a) No person shall operate a motorized vehicle within any park except in areas specifically designated for such use.
2. The access that would be used to get into the park is a creek crossing in the northwest corner of the park. The City has a metal bridge located in this area that is not suitable for snowmobile use.
3. WHPS and Public Works have expressed concerns with allowing the snow mobiles in the park due to a potential conflict with the recently planted small trees, the existing playground equipment and the sledding hill.
4. Due to the wide expanse of open space in the park and the perception of it being “public” land, it may be difficult to successfully maintain the use of only the designated trail through the park.

5. Public Works has concerns about snow mobile traffic damaging the lawn area along the driveway adjacent to City Hall along with the newly overlaid driveway and parking lot.

In order to address the concerns identified by the City, and following a visit to the site, staff has prepared a proposed trail routing exhibit. The proposed trail location follows the south property line of the park in an effort to maintain a safe and reasonable separation between the park equipment, sledding hill, Frisbee golf course and playground and the snowmobile trail. As a condition of an approval, the City would require the snow mobile club to install a section of snow fence around the base of the sledding hill. This would help to direct traffic away from the area and protect the amenity. The entire length of the trail will need to be adequately signed so that the trail route through the park is clearly delineated.

City Council can consider approval of allowing a designated snowmobile trail in Pioneer Creek Park subject to the following conditions:

1. Snowmobiles shall only be permitted on the trail route designated on Exhibit A attached hereto.
2. Prior to the trail being permitted for use, the Northwest Trails Snowmobile Club shall install a snow fence in the location indicated on Exhibit A.
3. Prior to the trail being permitted for use, the Northwest Trails Snowmobile Club shall install directional signage along the entire length of the trail through the park.
4. City approval of the trail shall be limited to the period of time from December 2016 through April 2017.
5. Should snowmobiles fail to stay on the designated and approved trail route; the City will revoke the permission for snowmobiles to be allowed in the park.

Kaltsas said the trail would not be ready this year. Spencer noted the Snowmobile Club will be responsible for keeping people out of the park or they will lose the right to use it. McCoy asked if the City could establish a speed limit. Vose said the City could but it would not be enforced by the Police. Vose stated they could also look at adopting an ordinance specific to Pioneer Creek Park. Betts said nothing needed to be done yet and it may be good to see how many complaints are received this winter with the trails they currently have in place. Johnson stated he thought the Council needed to give the snowmobile club an idea of the way the decision is going. Spencer said he is concerned about people tearing up the park. Kaltsas said the Council could pass a conditional approval and look at requiring speed limits, etc.

No action taken.

11. CONSIDER ADOPTION OF THE FINAL 2017 TAX LEVY AND GENERAL FUND BUDGET.

- a. **RESOLUTION 16-1213-03** – Adopting the 2017 General Fund Budget
- b. **RESOLUTION 16-1213-04** – Adopting the 2017 General Tax Levy
- c. **RESOLUTION 16-1213-05** – Adopting the 2017 Pioneer Sarah Creek Watershed Management Commission Tax Levy

Motion by Betts, second by Spencer to approve RESOLUTION 16-1213-03 – Adopting the 2017 General Fund Budget. Ayes: Johnson, Betts, Spencer, Grotting and McCoy. Nays: None. Absent: None. MOTION DECLARED CARRIED.

Motion by McCoy, second by Johnson to approve RESOLUTION 16-1213-04 – Adopting the 2017 General Tax Levy. Ayes: Johnson, Betts, Spencer, Grotting and McCoy. Nays: None. Absent: None. MOTION DECLARED CARRIED.

Motion by Spencer, second by Grotting to approve RESOLUTION 16-1213-05 – Adopting the 2017 Pioneer Sarah Creek Watershed Management Commission Tax Levy. Ayes: Johnson, Betts, Spencer, Grotting and McCoy. Nays: None. Absent: None. MOTION DECLARED CARRIED.

12. CONSIDER APPROVAL OF GENERAL FUND TRANSFER

- a. RESOLUTION 16-1213-06 – Adopting a Transfer from the General Fund to the Public Works Equipment Fund**

Motion by Spencer, second by McCoy to approve RESOLUTION 16-1213-06 – Adopting a Transfer from the General Fund to the Public Works Equipment Fund. Ayes: Johnson, Betts, Spencer, Grotting and McCoy. Nays: None. Absent: None. MOTION DECLARED CARRIED.

13. OPEN/MISC.

14. ADJOURN.

Motion by Spencer, second by Betts to adjourn at 9:00 p.m.. Ayes: Johnson, Betts, Spencer, and Grotting. Nays: None. Absent: McCoy. MOTION DECLARED CARRIED.

Respectfully Submitted,

Trish Bemmels/ Recording Secretary

January 10, 2017

Independence City Staff & Council

Reference: National League of Cities Congressional Cities Conference

I would like your approval again to represent our City and the League of Minnesota Cities at the National League of Cities Congressional Cities Conference in Washington D. C., March 11 – 15, 2017. Also, immediately following, I have been asked to represent the Community Action Partnership of Suburban Hennepin at the National Community Action Legislative Conference in D. C. , March 15 – 17, 2017. I will have three opportunities to meet with our Senators, Congressional Delegates and/or staff while in D. C.

Besides the regular conference, I was again reappointed to serve on the Energy, Environment and Natural Resources Steering Committee and the Small Cities Council Council of NLC. I will have two meetings for both committees at the Conference. By attending the National Conferences, the League of Minnesota Cities covers my expenses for the three mid-year meetings for the NLC Committees. Dates for the EENR Committee have not been set yet, but the Small Cities Council will meet in Florida, July 12 – 15, 2017. It is the Small Cities Council that I am scheduled to be hosting in Independence in 2018.

I would appreciate the continued assistance from the City to cover the major expenses. Because CAPSH wants me to represent them in D. C. they will share half of the flight expenses and the hotel room for the additional time in D. C.

Major costs are Registration \$480.00 Hotel four nights at approximately \$155.00 daily plus tax and air fare approximately \$350.00. I pre-registered early at a very reduced rate. I do not stay at a convention hotel and use convenient public transportation which saves nearly \$100.00 per day.

Marvin D. Johnson, Mayor

City of Independence

League of Minnesota Cities Insurance Trust Tort Liability Waiver

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: January 10, 2017

Discussion:

Each year the City is required to decide whether to waive the monetary limits on Tort Liability established by MN Statutes, to the extent of the limits of liability coverage obtained from the LMCIT. The City has historically made the determination to not waive the monetary limits based on discussion with the Counsel.

Requested Action:

It is recommended that the City Council not waive the monetary limits on Tort Liability established by MN Statutes, to the extent of the limits of liability coverage obtained from the LMCIT.

ATTACHMENTS: LMCIT Waiver Form



CONNECTING & INNOVATING
SINCE 1913

LIABILITY COVERAGE – WAIVER FORM

LMCIT members purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage. Please return the completed form to your underwriter or email to pstech@lmc.org

This decision must be made by the member's governing body every year. You may also wish to discuss these issues with your attorney.

League of Minnesota Cities Insurance Trust (LMCIT) members that obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- ☐ *If the member does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits apply regardless of whether the city purchases the optional excess liability coverage.
- ☐ *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$2,000,000 for a single occurrence. (Under this option, the tort cap liability limits are waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2 million.) The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- ☐ *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name _____

Check one:



The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04.



The member **WAIVES** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04 to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council/governing body meeting _____

Signature _____

Position _____

City of Independence

Set Date for Annual Board of Appeals and Equalization

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: January 10, 2017

Discussion:

Each year the City is required to set the date for the annual Board of Appeals and Equalization Meeting. The City Council has the ability to hold the annual meeting in lieu of Hennepin County holding the meeting. The City is required to have at least one Council Member that has completed the training for Board of Appeals and Equalization Training. Council Member Brad Spencer is certified by the County.

Requested Action:

It is recommended that the City Council set the date for the Board of Appeals and Equalization Meeting for Tuesday, April 11th 2017 at 7:30 PM.

ATTACHMENTS: Board of Appeals and Equalization Meeting Date Form (Hennepin County)



Hennepin County Memo

(70)

To: City Clerk/Administrators
From: Nancy Wojcik, Assistant County Assessor
Date: December 30, 2016
Re: 2017 Local Board of Appeal and Equalization

RECEIVED

JAN 03 2017

Tuesday
Day of the Week

April 11, 2017
Date

Minnesota Statute 274.01, Subdivision 1, requires that the County Assessor set the date for your local board of appeal and equalization meeting. We are proposing the date referenced above based upon last year's meeting date.

In the confirmation area of this form, please note the preferred date, time and place for your meeting, and send the information to Kimberly Jensen, A-2103 Government Center, Minneapolis, MN 55487, or fax it to our office at (612) 348-8751, or via email to AO.Admin@hennepin.mn.us. If you are requesting a significant change to the date of the meeting, please call Kim at 612-348-6106.

Please respond by January 30, 2017, to allow for the timely preparation of valuation notices sent to property owners and taxpayers. Upon receipt of the confirmation below, we will send the official "notice for posting" as required by law.

Please, also, use this form to report the city's current mayor and council members. If you have any questions, please call Kim at the number above, or me at 612-348-7827.

CONFIRMATION

City: _____ Mayor: _____

Date: _____ Council _____

Time: _____ Council _____

Place: _____ Council _____

Council _____

Council _____

Clerk/Administrator signature:

City of Independence

Consideration of a Payment to the Delano Area Senior Center and WeCAN for 2017

<i>To:</i>	City Council
<i>From:</i>	Mark Kaltsas, City Administrator
<i>Meeting Date:</i>	January 10, 2017

Discussion:

The City of Independence is being asked to consider making a payment to the Delano Area Senior Center and WeCAN for services provided to residents in 2017.

- Delano Area Senior Center is asking for a payment of \$1,690.00 for services provided to residents in 2017. The amount represents a 3% increase from the 2016 payment. The City has historically paid a fee to the Senior Center. Most recently the City paid \$1,640.00 to the Senior Center in 2016. The Senior Center provides congregate meals, meals on wheels, education, wellness clinics, assistance with taxes and health insurance, legal aid, day tours, socialization and recreation to area senior citizens. The Senior Center served approximately 2,500 individuals in the past year. It is estimated that 250 of the individuals served were from Independence.
- The City of Independence has supported services for its residents given by WeCAN, a community-based human service organization dedicated to helping low-income people achieve greater self-sufficiency and family stability. WeCAN provides services which include emergency assistance for housing stability, family support services, Meals on Wheels, a mobile food shelf, employment support, public assistance intake services and other resources. The City has historically made a payment for \$1,500 to WeCAN for services provided to the residents of Independence.

Recommendation:

The City Council is being asked to consider granting approval for the 2017 payment in the amount of \$1,690.00 to the Delano Area Senior Center and \$1,690.00 to WeCAN. For administrative efficiency, it is recommended that the amounts paid to both organizations for 2017 be the same.

December 28, 2016

Dear Mayor and City Council,

On behalf of Western Communities Action Network (WeCAN), I am asking your city to support our application for Community Development Block Grant (CDBG) Consolidated Pool fund for 2017 with a resolution and/or a letter of recommendation.

WeCAN is your community-based social service organization who mission is to provide support services to empower and equip individuals and families to reach stability and self-sufficiency.

WeCAN provides emergency rent/mortgage/utility assistance, family support programs, job counseling, Meals on Wheels, and referrals for other services needed by our low-income clients. We also offer space for clients to meet Hennepin County outreach workers, WIC, CAPSH and Adult Basic Education classes (GED and ELL). Our newest program, the Mobile Market, is successfully delivering food to those that cannot access a traditional food shelf, mainly seniors and those with disabilities. We also provide kid-friendly food bags to children during school breaks.

Your support for our application is vital to our organization receiving these funds.

The deadline for your resolution and/or a letter of recommendation is February 1, 2017. I have included sample documents for you to use. Please feel free to call or email me with any questions, or to arrange a presentation for the council or staff. I look forward to our continued partnership and we make our community a better place for all.

Sincerely,



Christie Larson
Executive Director





RESOLUTION NO. 17-0110-01

**RESOLUTION RECOMMENDING CONTINUATION OF CDBG
FUNDING OF WESTERN COMMUNITIES ACTION NETWORK (WeCAN)**

WHEREAS, the City of Independence (the City) has supported services for its residents given by WeCAN, a community-based human service organization dedicated to helping low-income people achieve greater self-sufficiency and family stability; and

WHEREAS, these services include emergency assistance for housing stability, family support services, Meals on Wheels, a mobile food shelf, employment support, public assistance intake services and other resources.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Independence recommends to the Consolidated Pool Selection Committee that Community Development Block Grant (CDBG) funding of Western Communities Action Network (WeCAN) be continued.

Adopted by the City Council this 10th day of January, 2017, by a vote of _____ ayes and _____ nays.

Marvin Johnson, Mayor

Mark Kaltsas, City Administrator

(SEAL)



Celebrating 66 years of Mobilizing the Community to Reimagine Aging

January 5, 2017

Deb Taylor
Chief Executive Officer
Senior Community Services
10201 Wayzata Blvd., Suite 335
Minnetonka, MN 55305

City of Independence
1920 County Road 90
Independence, MN 55359

Dear Mayor Johnson and City Council,

On behalf of Senior Community Services, I am asking the City of Independence to support our application for the Community Development Block Grant (CDBG) Consolidated Pool fund for 2017 with a resolution and/or a letter of recommendation.

Senior Community Services provides senior programming and other services through the Gillespie Center:

- Mindy Anderson is the Director of The Gillespie Center and coordinates the programs and services at the Center.
- Krista Brannan, Licensed Social Worker, has office hours at the Gillespie Center. She is a specialist who works directly with seniors and their family caregivers to identify the best combination of affordable community resources to help each senior age in a healthy, safe, dignified way.
- Chuck Radke is a Medicare & Health Insurance Counseling volunteer that provides monthly one-on-one meetings to help people figure out their best Medicare Supplement Insurance and Medicare Part D.

The deadline for your resolution and/or a letter of support is February 24, 2017. I have included a sample letter of support for you to use. Please call or email me with any questions, or to arrange a presentation for the council or staff.

In this New Year, I hope you will join us as we Reimagining Aging for Hennepin County seniors and caregivers.

Best regards,

Chief Executive Officer



January 10, 2017

Consolidated Pool CDBG
Application Review committee
c/o Spencer Agnew
Senior Planning Analyst, Housing Development and Finance
Hennepin County Public Works
701 4th Avenue S, Suite 400
Minneapolis, MN 55415

Dear CDBG Application Review Committee:

I am writing on behalf of the City of Independence in support of the application by Senior Community Services for funding through the CDBG Program.

At its regular meeting of January 10, 2017, the Independence City Council expressed its support for the Senior Community Services CDBG application and directed that a letter be sent to the Consolidated Pool CDBG Committee.

Senior Community Services provides senior programming and other services through the Gillespie Center to advance its mission to mobilize the community to Reimagine Aging and provide needed services in the community.

Sincerely,

Mark Kaltsas
City Administrator

City of Independence

Consideration of Reappointment of Thomas Palmquist to the Planning Commission

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: January 10, 2017

Discussion:

Planning Commissioner Palmquist's term expired at the end of 2016. Mr. Palmquist has submitted a letter to the City Council expressing his interest in continuing on the Commission. The City Council discussed the reappoint of Mr. Palmquist at the last workshop in order to maintain his historical knowledge and expertise on the Planning Commission. Mr. Palmquist stated that he would like to serve on the Planning Commission for an additional three (3) year term. A detailed breakdown of the Planning Commissioners terms is attached to this report for Council information.

Requested Action:

The Council is asked to consider reappointing Thomas Palmquist to the Planning Commission for a three (3) year term.

ATTACHMENTS: Letter from Mr. Palmquist Seeking Reappointment
Planning Commission Member Term Table

Planning Commissioners - Office Terms

(3 Years)

Name	Expiration Year
Carl Phillips (Chair)	2017
Steve Thompson	2017
Robert Gardner	2017
Tom Palmquist	2016
Craig Olson	2016

City of Independence
Hennepin County Recycling Grant

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: January 10, 2017

Discussion:

The City typically receives funds from Hennepin County to offset costs that the City expends on recycling. Last year the City received \$12,484.00 from the grant program. To be eligible to receive the funds the City needs to approve the grant agreement and comply with various recycling educational components stipulated by the County.

Requested Action:

It is recommended that the City Council approve **RESOLUTION 17-0110-02** approving the residential Recycling Grant Agreement with Hennepin County.

ATTACHMENTS: **RESOLUTION 17-0110-02**
Hennepin County Grant Agreement

RESIDENTIAL RECYCLING GRANT AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487 ("COUNTY"), on behalf of the Hennepin County Environment and Energy Department, 701 Fourth Avenue South, Minneapolis, Minnesota 55415-1600 ("DEPARTMENT") and the CITY OF INDEPENDENCE, 1920 County Road 90, Independence, Minnesota 55359 ("CITY").

The parties agree as follows:

1. TERM AND COST OF THE AGREEMENT

This Agreement shall commence upon execution and expire on December 31, 2020, unless cancelled or terminated earlier in accordance with the provisions herein.

Annual grant payments shall be calculated as set forth in Section 3.

2. SERVICES TO BE PROVIDED

The CITY shall apply for annual grant funds and operate its Recycling Program as more fully described in Attachment A, the Residential Recycling Funding Policy.

3. ALLOCATION OF FUNDS

The COUNTY will distribute to Hennepin County municipalities 100% of SCORE funds that the COUNTY receives from the state. SCORE funds will be dedicated to two different purposes: 1) curbside recycling and 2) curbside organics recycling. SCORE funds are based on revenue received by the State of Minnesota from the solid waste management (SWM) tax on garbage services. SCORE funds are subject to change based on the SWM tax revenue received by the state and funds allocated by the legislature. Funds distributed to municipalities for the current calendar year will be based on SCORE funds received by the COUNTY in the state's corresponding fiscal year.

Recycling

The following formula will be utilized to determine a CITY'S recycling SCORE grant each year.

Percent of SCORE funds allocated to curbside recycling:

2017	80%
2018	70%
2019	60%
2020	50%

CITY recycling grant calculation:

$$\frac{\text{Number of households with curbside recycling in city}}{\text{Total number of households with curbside recycling in county}} \times \frac{\text{Total SCORE funds available for recycling}}{\text{Total SCORE funds available for recycling}} = \frac{\text{Recycling grant amount available to the city}}{\text{Recycling grant amount available to the city}}$$

Eligible residential households are defined as single family through eight-plex residential buildings or other residential buildings where each housing unit sets out its own recycling container for curbside collection. The number of eligible households will be determined by counting the number of eligible households on January 1 of each funding year. The CITY will report the number in its application for funding.

The COUNTY will make two equal payments to the CITY. One payment will be made after the COUNTY receives the application, which consists of the web-based report and the planning document. A second payment will be made after basic program requirements, education and outreach requirements, and recycling performance have been confirmed and approved. If the CITY meets the COUNTY requirements, both payments will be made during the same calendar year. Funding will be withheld until the CITY meets the requirements of the Residential Recycling Funding Policy.

Organics

The following formula will be utilized to determine a CITY'S organics recycling SCORE grant each year.

Percent of SCORE funds allocated to curbside organics recycling:

2017	20%
2018	30%
2019	40%
2020	50%

CITY organics recycling grant calculation:

$$\frac{\text{Number of households with curbside organics in city}}{\text{Total number of households with curbside organics in county}} \times \frac{\text{Total SCORE funds available for organics}}{\text{Total SCORE funds available for organics}} = \frac{\text{Organics grant amount available to the city}}{\text{Organics grant amount available to the city}}$$

If the formula above results in the CITY receiving a grant where the dollar amount per participating household is greater than \$25 per year, then a cap will apply. The funding cap per participating household is \$25 per year. The most the COUNTY will grant a CITY is \$25 per participating household per year. If funds are left over because of the cap, those funds will carry over into the following year's SCORE funds.

Eligible residential households are defined as single family through eight-plex residential buildings or other residential buildings where the household is signed up for organics service and the household sets out its own container with organics for curbside collection. The number of eligible households will be determined by counting the number of eligible households on September 1 of each funding year. The CITY will report the number in the application for funding.

The COUNTY will make one organics grant payment to the CITY each year. The payment will be made after the COUNTY receives the application and confirms that the CITY meets the requirements of the Residential Recycling Funding Policy.

4. PROFESSIONAL CREDENTIALS

INTENTIONALLY OMITTED

5. INDEPENDENT CITY

CITY shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CITY as the agent, representative, or employee of COUNTY for any purpose. CITY is and shall remain an independent contractor for all services performed under this Agreement. CITY shall secure at its own expense all personnel required in performing services under this Agreement. CITY's personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law or Minnesota Statutes, chapter 176 (which may be referred to as the "Workers' Compensation Act"), on behalf of any personnel, including, without limitation, claims of discrimination against CITY, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

6. INDEMNIFICATION

CITY shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of CITY, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of CITY to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of CITY personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of the provisions set forth herein.

7. INSURANCE

- A. With respect to the services provided pursuant to this Agreement, CITY shall at all times during the term of this Agreement and beyond such term when so required have and keep in force the following minimum insurance coverages or CITY's actual insurance limits for primary coverage and excess liability or umbrella policy limits, whichever is greater:

Limits

1. Commercial General Liability on an occurrence basis with contractual liability coverage:

General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000
Each Occurrence—Combined Bodily Injury and Property Damage	1,500,000

2. Workers' Compensation and Employer's Liability:

Workers' Compensation	Statutory
Employer's Liability. Bodily injury by:	
Accident—Each Accident	500,000
Disease—Policy Limit	500,000
Disease—Each Employee	500,000

3.	Professional Liability—Per Claim	1,500,000
	Aggregate	2,000,000

The professional liability insurance must be maintained continuously for a period of two years after the expiration, cancellation or termination of this Agreement.

- B. An umbrella or excess policy is an acceptable method to provide the required commercial general insurance coverage.

The above establishes minimum insurance requirements. It is the sole responsibility of CITY to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, CITY shall promptly submit copies of insurance policies to COUNTY.

CITY shall not commence work until it has obtained required insurance and filed with COUNTY a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Hennepin County as the certificate holder, and as an additional insured for the commercial general liability coverage required herein. A self-insured retention (SIR) applicable to the commercial liability coverage is not acceptable, unless expressly agreed to in writing by COUNTY. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail to COUNTY thirty (30) day prior written notice in the event of cancellation/termination of any described policies. If CITY receives notice of cancellation/termination from an insurer, CITY shall fax or email a copy of the notice to COUNTY within two business days.

CITY shall furnish to COUNTY updated certificates during the term of this Agreement as insurance policies expire. If CITY fails to furnish proof of insurance coverages, COUNTY may withhold payments and/or pursue any other right or remedy allowed under contract, law, equity, and/or statute.

CITY waives all rights against COUNTY, its officials, officers, agents, volunteers, and employees for recovery of damages to the extent that damages are covered by insurance of CITY.

8. DUTY TO NOTIFY

CITY shall promptly notify COUNTY of any claim, action, cause of action or litigation brought against CITY, its employees, officers, agents or subcontractors, which arises out of the services described in this Agreement. CITY shall also notify COUNTY whenever CITY has a reasonable basis for believing that CITY and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a claim, action, cause of action, administrative action,

criminal arrest, criminal charge or litigation arising out of and/or related to the services described in this Agreement.

9. DATA

CITY, its officers, agents, owners, partners, employees, volunteers and subCITYs shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA). For clarification and not limitation, COUNTY hereby notifies CITY that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. CITY shall promptly notify COUNTY if CITY becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data or privacy laws.

Classification of data as trade secret data will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" does not necessarily make the data protected as such under any applicable law.

10. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, COUNTY, the State 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 expiration, cancellation or termination.

11. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. CITY binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.
- B. CITY shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by CITY, the assignee and COUNTY. Permission to assign, however, shall under no circumstances relieve CITY of its liabilities and obligations under the Agreement.
- C. CITY shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve CITY of

its liabilities and obligations under the Agreement. Further, CITY shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CITY and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement. CITY shall make contracts between CITY and subcontractors available upon request. For clarification and not limitation of Section 15E, none of the following constitutes assent by COUNTY to a contract between CITY and a subcontractor, or a waiver or release by COUNTY of CITY's full compliance with the requirements of this Section: (1) COUNTY's request or lack of request for contracts between CITY and subcontractors; (2) COUNTY's review, extent of review or lack of review of any such contracts; or (3) COUNTY's statements or actions or omissions regarding such contracts.

- D. As required by Minnesota Statutes section 471.425, subd. 4a, CONTRACTOR shall pay any subcontractor within ten (10) days of CONTRACTOR's receipt of payment from COUNTY for undisputed services provided by the subcontractor, and CONTRACTOR shall comply with all other provisions of that statute.

12. MERGER, MODIFICATION AND SEVERABILITY

- A. The entire Agreement between the parties is contained herein and 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 or modifications of the 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. Except as expressly provided, the substantive legal terms contained in this Agreement including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.
- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

13. DEFAULT AND CANCELLATION/TERMINATION

- A. If CITY fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it

shall be in default. Unless CITY's default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until CITY's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to CITY.

- B. For purposes of this subsection, "Data" means any data or information, and any copies thereof, created by CITY or acquired by CONTACTOR from or through COUNTY pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

Upon expiration, cancellation or termination of this Agreement:

1. At the discretion of COUNTY and as specified in writing by the Contract Administrator, CITY shall deliver to the Contract Administrator all Data so specified by COUNTY.
 2. COUNTY shall have full ownership and control of all such Data. If COUNTY permits CITY to retain copies of the Data, CITY shall not, without the prior written consent of COUNTY or unless required by law, use any of the Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such Data.
 3. Except to the extent required by law or as agreed to by COUNTY, CITY shall not retain any Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law.
- C. Notwithstanding any provision of this Agreement to the contrary, CITY shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CITY. Upon notice to CITY of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to CITY for the purpose of set-off until such time as the exact amount of damages due COUNTY from CITY is determined. Following notice from COUNTY of the claimed breach and damage, CITY and COUNTY shall attempt to resolve the dispute in good faith.
- D. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.

- E. 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.
- F. This Agreement may be canceled/terminated with or without cause by either party upon thirty (30) day written notice.
- G. If this Agreement expires or is cancelled or terminated, with or without cause, by either party, at any time, CITY shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then-delivered and accepted deliverables/milestones pursuant to this Agreement. In the event CITY has performed work toward a deliverable that COUNTY has not accepted at the time of expiration, cancellation or termination, CITY shall not be entitled to any payment for said work including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth in this Agreement.
- H. Upon written notice, COUNTY may immediately suspend or cancel/terminate this Agreement in the event any of the following occur: (i) COUNTY does not obtain anticipated funding from an outside source for this project; (ii) funding for this project from an outside source is withdrawn, frozen, shut down, is otherwise made unavailable or COUNTY loses the outside funding for any other reason; or (iii) COUNTY determines, in its sole discretion, that funding is, or has become, insufficient. COUNTY is not obligated to pay for any services that are provided or costs or expenses or obligations incurred or encumbered after the notice and effective date of the suspension or cancellation/termination. In the event COUNTY suspends, cancels or terminates this Agreement pursuant to this paragraph, COUNTY shall pay any amount due and payable prior to the notice of suspension or cancellation/termination except that COUNTY shall not be obligated to pay any amount as or for penalties, early termination fees, charges, time and materials for services not then performed, costs, expenses or profits on work done.
- I. CITY has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or cancelled/terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

14. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such

provisions include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of property); INDEPENDENT CITY; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

15. CONTRACT ADMINISTRATION

In order to coordinate the services of CITY with the activities of the Environment and Energy Department so as to accomplish the purposes of this Agreement, Ben Knudson, Waste Reduction and Recycling Specialist, or his successor, shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and CITY.

16. 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. CITY shall comply with all applicable conditions of the COUNTY grant.

17. PAPER RECYCLING

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

18. NOTICES

Unless the parties otherwise agree in writing, 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 COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the address given in the opening paragraph of this Agreement. Notice to CITY shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in CITY's Form W-9 provided to COUNTY.

19. 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. Should any conflict or potential conflict of interest become known to CITY, CITY shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether CITY will or will not resign from the other engagement or representation. Unless waived by COUNTY, a conflict or potential conflict may, in COUNTY's discretion, be cause for cancellation or termination of this Agreement.

20. MEDIA OUTREACH

CITY shall notify COUNTY, prior to publication, release or occurrence of any Outreach (as defined below). The parties shall coordinate to produce collaborative and mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through the Public Relations Officer or his/her designee(s), prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities and/or other forms of outreach created by, or on behalf of, CITY (i) that reference or otherwise use the term "Hennepin County," or any derivative thereof; or (ii) that directly or indirectly relate to, reference or concern the County of Hennepin, this Agreement, the services performed hereunder or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

21. 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.

22. COOPERATIVE PURCHASING

At the time of this Agreement: (1) Hennepin County is a signature party to the Joint Powers Purchasing Agreement (Agreement No. A131396) (the "JPA"); (2) the Minnesota Counties of Anoka, Carver, Dakota, Olmsted, Ramsey, Scott and Washington are signatories to the JPA ("Cooperative Members"); (3) if agreed upon pursuant to a separate agreement between CITY and any Cooperative Member, the JPA allows a Cooperative Member, subject to the terms of the JPA, to purchase the same or substantially similar services based upon terms that are the same or substantially similar to those set forth in this Agreement including but not limited to price/cost; and (4) COUNTY shall have no obligation, liability or responsibility for any order or purchase made under the contract between a Cooperative Member and CITY.

THIS PORTION OF PAGE INTENTIONALLY LEFT BLANK

COUNTY BOARD AUTHORIZATION

Reviewed by the County Attorney's
Office

Assistant County Attorney

Date: _____

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: _____
Chair of Its County Board

ATTEST: _____
Deputy/Clerk of County Board

Date: _____

By: _____
County Administrator

Date: _____

Recommended for Approval

By: _____
Acting Director,
Environment and Energy Department

Date: _____

By: _____
Assistant County Administrator
- Public Works

Date: _____

MUNICIPALITY

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.*

Printed Name: _____

Signed: _____

Title: _____

Date: _____

*CITY shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time CITY returns the Agreement to the COUNTY. Documentation is not required for a sole proprietorship.

Attachment A

Hennepin County Residential Recycling Funding Policy

January 1, 2017 – December 31, 2020

Board Adopted: November 29, 2016



**Public Works
Environment and Energy Department**

I. Policy Description

A. Background

The Hennepin County Board of Commissioners has determined that curbside collection of recyclables and organics from Hennepin County residents is an effective strategy to reduce reliance on landfills, prevent pollution, conserve natural resources and energy, improve public health, support the economy, and reduce greenhouse gases. Therefore, the county adopted the goals established in State Statute and by the Minnesota Pollution Control Agency (MPCA) in its Metropolitan Solid Waste Management Policy Plan and developed a Residential Recycling Funding Policy to help reach a 75% recycling rate by 2030.

The county will distribute all Select Committee on Recycling and the Environment (SCORE) funds received from the state to cities for curbside collection of residential recyclables and organics. If cities form a joint powers organization responsible for managing a comprehensive recycling and waste education system for the residents of those cities, the county will distribute recycling and organics grants to that organization. Cities are expected to fulfill the conditions of the policy.

B. Term of the Policy

Hennepin County is committed to implement this policy and continue distributing all SCORE funds received from the state for the purpose of funding curbside residential recycling and organics programs from January 1, 2017 through December 31, 2020. The county may revise this policy if it determines changes are needed to assure compliance with state law and MPCA goals established for metropolitan counties. In the event that SCORE funds are eliminated from the state budget or significantly reduced, the county will consult with municipalities at that time and develop a subsequent recommendation to the board on continuation of this policy and future funding of curbside recycling and organics programs.

C. Grant Agreements

Each municipality seeking funding under the terms of the Residential Recycling Funding Policy must enter into a recycling grant agreement with the county for a term concurrent with the expiration of this policy, December 31, 2020. The grant agreement must be accompanied by a resolution authorizing the city to enter into such an agreement.

D. Fund Distribution

The county will distribute to Hennepin County municipalities 100% of SCORE funds that the county receives from the state. SCORE funds will be dedicated to two different purposes: 1)

curbside recycling and 2) curbside organics recycling. SCORE funds are based on revenue received by the State of Minnesota from the solid waste management (SWM) tax on garbage services. SCORE funds are subject to change based on the SWM tax revenue received by the state and funds allocated by the legislature. Funds distributed to municipalities for the current calendar year will be based on SCORE funds received by the county in the state's corresponding fiscal year.

II. Recycling

A. Allocation of Funds

The following formula will be utilized to determine a city's recycling SCORE grant each year.

Percent of SCORE funds allocated to curbside recycling:

2017	80%
2018	70%
2019	60%
2020	50%

City recycling grant calculation:

$$\frac{\text{Number of households with curbside recycling in city}}{\text{Total number of households with curbside recycling in county}} \times \text{Total SCORE Funds available for recycling} = \text{Recycling grant amount available to the city}$$

Eligible residential households are defined as single family through eight-plex residential buildings or other residential buildings where each housing unit sets out its own recycling container for curbside collection. The number of eligible households will be determined by counting the number of eligible households on January 1 of each funding year. The city will report the number in its application for funding.

B. Application for Funding

Each municipality must complete an annual grant application by February 15 to receive funding for that year. The application consists of a web-based report and a planning document provided by the county. The web-based report asks for contract, program, tonnage, and financial

information. The participation rate for the curbside recycling program must also be included in the web-based report. The municipality must calculate its participation rate during the month of October. The methodology for measuring participation must be provided to the county upon request. The planning document asks for a description of activities the city will implement to increase recycling and make progress toward county objectives.

C. Use of Funds

The following requirements apply to the use of recycling funds:

1. All grant funds accepted from the county must be used for waste reduction and recycling capital and operating expenses in the year granted. The county will not reimburse any funds in excess of actual expenses.
2. A municipality or joint powers organization may not charge its residents through property tax, utility fees, or any other method for the portion of its recycling program costs that are funded by county grant funds.
3. Municipalities must establish a separate accounting mechanism, such as a project number, activity number, or fund that will separate recycling revenues and expenditures from other municipal activities, including solid waste and yard waste activities.
4. Recycling and waste reduction activities, revenues, and expenditures are subject to audit.
5. Municipalities that do not contract for curbside recycling services will receive grant funds provided that at least 90% of the grant funds are credited back to residents and the city meets all minimum program requirements. The additional 10% may be used for municipal administrative and promotional expenses.

D. City Requirements

1. Materials Accepted

At a minimum, the following materials must be collected curbside:

- Metal food and beverage cans;
- Glass food and beverage containers;
- Cardboard boxes;
- Newspaper and inserts;
- Mail, office and school papers;

- Cereal, cracker, pasta, cake mix, shoe, gift, and electronics boxes;
- Boxes from toothpaste, medications and other toiletries;
- Magazines and catalogs;
- Aseptic and gable-topped containers; and
- Plastic bottles and containers, #1 – Polyethylene Terephthalate (PET, PETE), #2 High Density Polyethylene (HDPE), #4 – Low Density Polyethylene (LDPE) and #5 – Polypropylene (PP) plastic bottles, except those that previously contained hazardous materials or motor oil.

The county may add materials to this list and require municipalities to begin collection within one year of receiving notification from the county. Municipalities will notify the county if materials not found on this list will be collected.

2. Education and Outreach

The partnership between the county and municipalities has been highly effective in educating residents and motivating behavior change. In order to continue this partnership and increase these efforts, program activities of municipalities must be coordinated with county and regional efforts. Municipalities must adhere to the following requirements:

- a. Use county terminology when describing recycling guidelines, including the description of materials accepted and not accepted, preparation guidelines, and promotional materials;
- b. Use images provided by the county or the Solid Waste Management Coordinating Board (SWMCB) if using images of recyclables;
- c. Provide recycling information on the city's website, including materials accepted and not accepted, a recycling calendar, and links to county resources;
- d. Mail a recycling guide to residents each year using a template developed jointly with the county. The county will design and print the guide. If a municipality does not use the template produced by the county, the municipality may develop its own guide at the municipality's expense, but it must be approved by the county. If the municipality relies on the hauler to provide the recycling guide, this guide requires approval by the county.
- e. Complete two educational activities from a menu of options developed by the county.

Any print material that communicates residential recycling guidelines that were not provided by the county template will require county approval. This does not apply to waste reduction and reuse, articles on recycling that do not include guidelines, or social media posts. The county will respond within five business days to any communication piece submitted.

3. Recycling Performance

On an annual basis, municipal recycling programs must demonstrate that a reasonable effort has been made to maintain and increase the pounds of recyclables per household collected from their residential recycling programs.

If a municipality does not demonstrate measureable progress, a recycling improvement plan must be submitted by the municipality within 90 days of being notified by the county. The recycling improvement plan must be negotiated with the county and specify the efforts that will be undertaken by the municipality to improve its recycling program to yield the results necessary to achieve county objectives.

In cooperation with the county, the municipality may be required to participate in waste and recycling sorts to identify recovery levels of various recyclables in its community. Based on the results of the study, the county and municipality will collaborate to increase the recovery of select recyclable materials being discarded in significant quantities.

E. Grant Payments

The county will make two equal payments to the municipality. One payment will be made after the county receives the application, which consists of the web-based report and the planning document. A second payment will be made after basic program requirements, education and outreach requirements, and recycling performance have been confirmed and approved. If the municipality meets the county requirements, both payments will be made during the same calendar year. Funding will be withheld until the municipality meets the requirements of this policy.

III. Organics Recycling

A. Allocation of Funds

The following formula will be utilized to determine a city's organics recycling SCORE grant each year:

Percent of SCORE funds allocated to curbside organics recycling:

2017	20%
2018	30%
2019	40%
2020	50%

City organics recycling grant calculation:

$$\frac{\text{Number of households with curbside organics in city}}{\text{Total number of households with curbside organics in county}} \times \frac{\text{Total SCORE funds available for organics}}{1} = \text{Organics grant amount available to the city}$$

If the formula above results in cities receiving grants where the dollar amount per participating household is greater than \$25 per year, then a cap will apply. The funding cap per participating household is \$25 per year. The most the county will grant a city is \$25 per participating household per year. If funds are left over because of the cap, those funds will carry over into the following year's SCORE funds.

Eligible residential households are defined as single family through eight-plex residential buildings or other residential buildings where the household is signed up for organics service and the household sets out its own container with organics for curbside collection. The number of eligible households will be determined by counting the number of eligible households on September 1 of each funding year. The city will report the number in the application for funding.

B. Application for Funds

Each municipality must complete an annual application provided by the county by September 1 to receive funding. As a part of the application, a city must submit the number of households signed up for and receiving curbside organics service.

C. Use of Funds

The grant funds may be used for program expenses, including the following:

- Discount to new customers
- Discount to existing customers
- Referral incentives
- City contract costs

- Education and outreach
- Compostable bags
- Kitchen containers
- Carts

Program administration is not an eligible expense. Yard waste expenses are not eligible. If organics are co-collected with other waste, the organics expenses must be tracked separately. If a city passes funds through to a hauler, 100% of those funds must be credited to residents' bills.

In addition, the following requirements apply:

- All grant funds must be used during the term of the agreement. Funds not spent must be returned to the county.
- Funds must be expended on eligible activities per Minnesota State Statute 115A.557.
- A municipality or joint powers organization may not charge its residents through property tax, utility fees, or any other method for the portion of its organics program costs that are funded by county grant funds.
- Municipalities must account for organics expenditures separately upon request by the county. Expenditures are subject to audit.

D. Education and Outreach Requirements

The partnership between the county and municipalities has been highly effective in educating residents and motivating behavior change. In order to continue this partnership and increase these efforts, program activities of municipalities must be coordinated with county and regional efforts. The following requirements apply:

1. Use county terminology when describing organics recycling guidelines, including the description of materials accepted and not accepted, preparation guidelines, and promotional materials;
2. Use images provided by the county or the SWMCB if using images of organic materials;
3. Provide organics recycling information on the city's website, including material accepted and not accepted, service options, and links to county resources;
4. Work with the county to develop promotional resources to increase participation.

E. Reporting

A report on the city's organics program must be submitted electronically to the county by February 15 following each year. The report must include, but is not limited to, the following:

Basic Program Information

- Hauler(s)
- Collection method
- Where organics were delivered to and processed
- Is service opt-in or opt-out
- Cost of service to residents; contract cost for city
- How the service was billed
- Items included in service, such as curbside collection, cart, compostable bags, etc.

Results

- Tons
- Number of households signed up
- Average pounds per household per year
- Participation (set-out rate on pickup day)
- Program costs
- How funds were used

F. Grant Payment

The county will make one organics grant payment to a municipality each year. The payment will be made after the county receives the application and confirms that the municipality meets the requirements of this policy.



RESOLUTION NO. 17-0110-02

**RESOLUTION AUTHORIZING AMENDMENT TO
RESIDENTIAL RECYCLING GRANT AGREEMENT WITH HENNEPIN COUNTY**

WHEREAS, pursuant to Minnesota Statutes, Chapter 115A.552, Counties shall ensure that residents have an opportunity to recycle; and

WHEREAS, Hennepin County Ordinance 13 requires that each city implement and maintain a recycling program; and

WHEREAS, the Hennepin County Board adopted a resolution to approve the Residential Recycling Funding Policy for the period January 1, 2017 through December 31, 2020; and

WHEREAS, the funding policy sets the terms and conditions for distributing grant funds; and

WHEREAS, in order to receive grant funds, the City must sign the agreement; and

WHEREAS, the City wishes to receive these grant funds each year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Independence, Minnesota, that the City Council accepts the agreement as proposed.

BE IT FURTHER RESOLVED, that the City Council authorizes the Mayor, City Administrator or his designee to execute such Residential Recycling Grant Agreement with the County.

This resolution was adopted by the Independence City Council on January 10, 2017, by a vote of _____ ayes and _____ nays.

Marvin Johnson, Mayor

Mark Kaltsas, City Administrator

(SEAL)

City of Independence
Agriculture Preserve Application Request

To: City Council
From: Mark Kaltsas, Administrator
Meeting Date: January 10, 2017

Request:

The City has received a request from Peter J. Carlson to initiate placement of his land into the Agriculture Preserve Program, and to also initiate expiration for the following properties:

- 28-118-24-41-0005
- 28-118-24-41-0006
- 28-118-24-44-0004

Recommendation:

It is recommended that the City Council consider approval of this request.

Attachments:

1. Application

METROPOLITAN AGRICULTURAL PRESERVES
RESTRICTIVE COVENANT

THIS AGREEMENT, made and entered into this 11th day of January, 20 17, by and between
Peter J. Carlson, Record Fee Owner(s);
_____, Contract for Deed Vendor(s) (Sellers), if any;
_____, Contract for Deed Vendee(s) (Buyers), if any;
hereinafter collectively referred to as Landowner(s); AND the City of Independence,
Hennepin County, Minnesota,

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

WITNESSETH:

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

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

Parcel identification number:	<u>28-118-24-41-0005</u>	Homestead or Non-homestead.
	<u>28-118-24-41-0006</u>	(Circle one)
Legal Description:	<u>28-118-24-44-0004</u>	

See Exhibit A

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

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

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

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

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

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

For Individual or Husband/Wife:

State of)
) SS
County of)

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

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

Signature of Notary Public
Commission Expires _____

For Public Officer:

State of)
) SS
County of)

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

Signature of Notary Public
Commission Expires _____

For Corporation:

State of)
) SS
County of)

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

Signature of Notary Public
Commission Expires _____

For Corporation:

State of)
) SS
County of)

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

Signature of Notary Public
Commission Expires _____

For Partnership:

State of)
) SS
County of)

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

Signature of Notary Public
Commission Expires _____

For Partnership:

State of)
) SS
County of)

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

Signature of Notary Public
Commission Expires _____

For Attorney-in-Fact:

State of)
) SS
County of)

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

Signature of Notary Public
Commission Expires _____

For Trustee or Personal Representative:

State of)
) SS
County of)

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

Signature of Notary Public
Commission Expires _____

EXHIBIT A

THE NORTH 689.24 FEET OF THE WEST 632.00 FEET OF LOT 2, BLOCK 1.

LOT 2, BLOCK 1, EXCEPT THE NORTH 689.24 FEET OF THE WEST 632.00 FEET, AND ALSO EXCEPT THAT PART EMBRACED WITHIN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 118, RANGE 24.

THAT PART OF LOT 2 BLK 1 EMBRACED WITHIN THE SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SEC. 28 TWP 118 R 24.

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

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

1. PRINT OR TYPE NAME(S) AND ADDRESS(ES) OF RECORD FEE OWNER(S) Owner(s) is ("X" one):
(Use this space only if applicable. Must be same names as on page 1.)
Peter J. Carlson, individual ☒ Individual
7275 Turner Rd ☐ Legal Guardian
Maple Plain, MN 55359 ☐ Family Farm Corporation
☐ Other
(specify): _____

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

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

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

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

5. TOTAL ACRES: 41.66

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

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

FOR LOCAL AUTHORITY ONLY:

7. This application has been reviewed by this Authority and is determined complete this 11 day of Jan., 2017.
The restrictive covenant and the affidavit from the Authority certifying eligibility of the land are included in this application.

Administrative Assistant of City of Independence
(Signature and Title or Position of Local Authority)

8. DATE OF PLACEMENT OF LAND INTO PRESERVE: February 11, 2017
(Must be thirty days after the date in No. 7 above.)

ATTACHMENT B

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

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

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

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

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

28-118-24-41-0005
Parcel identification number: 28-118-24-41-0006 Homestead or Non-homestead.
28-118-24-44-0004 (Circle one)

Legal Description:

See Exhibit A

is, as of January 11, 20 17, designated as long term agricultural land and in accordance
with a resolution adopted by the Authority on January 10, 20 17, is certified and
eligible for designation as an agricultural preserve as provided under the provisions of Minn. Stat.,
Section 473H.04.

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

Dated January 11, _____, 2017 .

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

Subscribed and sworn to before me

this 11th _____ day of January _____, 2017 .

Signature of Notary Public
Commission Expires _____

EXHIBIT A

THE NORTH 689.24 FEET OF THE WEST 632.00 FEET OF LOT 2, BLOCK 1.

LOT 2, BLOCK 1, EXCEPT THE NORTH 689.24 FEET OF THE WEST 632.00 FEET, AND ALSO EXCEPT THAT PART EMBRACED WITHIN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 118, RANGE 24.

THAT PART OF LOT 2 BLK 1 EMBRACED WITHIN THE SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SEC. 28 TWP 118 R 24.

**NOTICE INITIATING EXPIRATION OF A
METROPOLITAN AGRICULTURAL PRESERVE**

LOCAL AUTHORITY: City of Independence, MN and Hennepin County
(if applicable)

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

Peter J. Carlson
7275 Turner Rd
Maple Plain, MN 55359

X Individual
Legal Guardian
Family Farm Corporation
Other
(specify): _____

2. PRINT OR TYPE NAME(S) AND ADDRESS(ES) OF CONTRACT FOR DEED BUYER(S) (VENDEES)
(Use this space only if applicable.)

3. PRINT OR TYPE NAME(S) AND ADDRESS(ES) OF CONTRACT FOR DEED SELLER(S) (VENDORS)
(Use this space only if applicable.)

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

X Abstract
Registered (Torrens)

5. COMPLETE LEGAL DESCRIPTION OF THE LAND. (If Torrens property, use the description from the Certificate of Title, verbatim. If Abstract property, use the description from the abstract or deed, or get it from your county auditor. Use an additional sheet if extra space is needed. Be sure to state your parcel identification number and whether or not your property is homesteaded.)

Parcel Identification Number: 28-118-24-41-0005

Legal Description: 28-118-24-41-0006
28-118-24-44-0004

Homestead or Non-homestead.
(Circle one)

See Exhibit A

6. TOTAL ACRES: 41.66

7. IF AUTHORITY-INITIATED:

This is to notify the landowner of the parcel(s) of land described in this notice that said land will be taken out of metropolitan agricultural preserve status because the land has been certified by resolution of the authority and by appropriate maps (forwarded to the Metropolitan Council) to be no longer eligible to be an agricultural preserve, as evidenced by zoning which will allow more than one residential unit per quarter/quarter section (40 acres). Notice of this decertification has appeared in a newspaper having general circulation within the jurisdiction of this authority.

State of Minnesota)
) SS
County of)
The foregoing instrument was acknowledged before me
this _____ day of _____, 20____
by _____
(Signature and Title or Position of Local Authority) (Print or type same name and title at left.)
_____ of _____
Signature of Notary Public
Commission Expires _____

8. IF LANDOWNER -INITIATED:

This is to notify the Local Authority that the metropolitan agricultural preserves status of the land described in this notice shall expire on the date specified in No. 9 unless this notice is rescinded by the Landowner(s) within the first two years following execution of this notice.

IN WITNESS HEREOF, the parties to this agreement have caused this instrument to be executed on the day and year last notarized below. (To be signed in the presence of a notary public with exact same name as on page 1.)

Witnessed Signature of Record Fee Owner(s):

Peter J. Carlson _____

Witnessed Signature of Contract for Deed Vendor(s) (Sellers), if any:

Witnessed Signature of Contract for Deed Vendee(s) (Buyers) if any:

For Individual or Husband/Wife:

State of Minnesota)
) SS
County of Hennepin)

The foregoing instrument was acknowledged before me this 11th day of January, 2017, by
Peter J. Carlson
(Print or type exact same name(s) with marital status or identity as on page 1.)

Signature of Notary Public
Commission Expires _____

For Individual or Husband/Wife:

State of)
) SS
County of)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
(Print or type exact same name(s) with marital status or identity as on page 1.)

Signature of Notary Public
Commission Expires _____

For Individual or Husband/Wife:

State of _____)
) SS
County of _____)

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

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

Signature of Notary Public

Commission Expires _____

For Corporation:

State of _____)
) SS
County of _____)

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

Signature of Notary Public

Commission Expires _____

For Corporation:

State of _____)
) SS
County of _____)

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

Signature of Notary Public

Commission Expires _____

For Partnership:

State of _____)
) SS
County of _____)

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

Signature of Notary Public

Commission Expires _____

For Partnership:

State of _____)
) SS
County of _____)

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

Signature of Notary Public

Commission Expires _____

For Attorney-in-Fact:

State of _____)
) SS
County of _____)

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

Signature of Notary Public

Commission Expires _____

For Trustee or Personal Representative:

State of _____)
) SS
County of _____)

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

Signature of Notary Public

Commission Expires _____

9. DATE OF EXPIRATION OF AGRICULTURAL PRESERVE: January 11, 2025

(Must be at least eight years after the date in No. 7 or the last notarized date in No. 9.)

EXHIBIT A

THE NORTH 689.24 FEET OF THE WEST 632.00 FEET OF LOT 2, BLOCK 1.

LOT 2, BLOCK 1, EXCEPT THE NORTH 689.24 FEET OF THE WEST 632.00 FEET, AND ALSO EXCEPT THAT PART EMBRACED WITHIN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 118, RANGE 24.

THAT PART OF LOT 2 BLK 1 EMBRACED WITHIN THE SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SEC. 28 TWP 118 R 24.

City of Independence

Third Quarter 2016 Financial Summary

To: City Council
From: Mark Kaltsas, Administrator
Meeting Date: January 10, 2017

Summary:

The City Council receives quarterly financial reports detailing the current financial status of the City. The reports are typically presented for information to the Council on the consent agenda. The third quarter report was completed in October and Updated in November of 2016. The report still shows a deficiency in the fines and forfeitures revenue line for the City. The City has since obtained all funds from the County relating to fines and forfeitures. That line item will be corrected in the fourth quarter report.

Staff's overall review of the budget shows that we are in line with spending and on track to be on budget for the year.

Attachments:

1. Third Quarter Financial Report

3rd Quarter Report

City of Independence
Independence, Minnesota

As of September 30, 2016



AEM Financial Solutions™

People
+ Process®
Going
Beyond the
Numbers

October 20, 2016

ACCOUNTANT'S COMPILATION REPORT

Honorable Mayor and City Council
City of Independence
Independence, Minnesota

Management is responsible for accompanying financial statements of the City of Independence, which comprise the budget to actual statement of revenues and expenditures for the General and enterprise funds as of September 30, 2016 in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with *Statements on Standards for Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the City's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

AEM FINANCIAL SOLUTIONS, LLC



AEM Financial Solutions™

October 20, 2016

Honorable Mayor and City Council
City of Independence
Independence, Minnesota

Dear Honorable Mayor and City Council:

We have reconciled all bank accounts through September 30, 2016 and reviewed activity in all funds. The following is a summary of our observations. All information presented is unaudited.

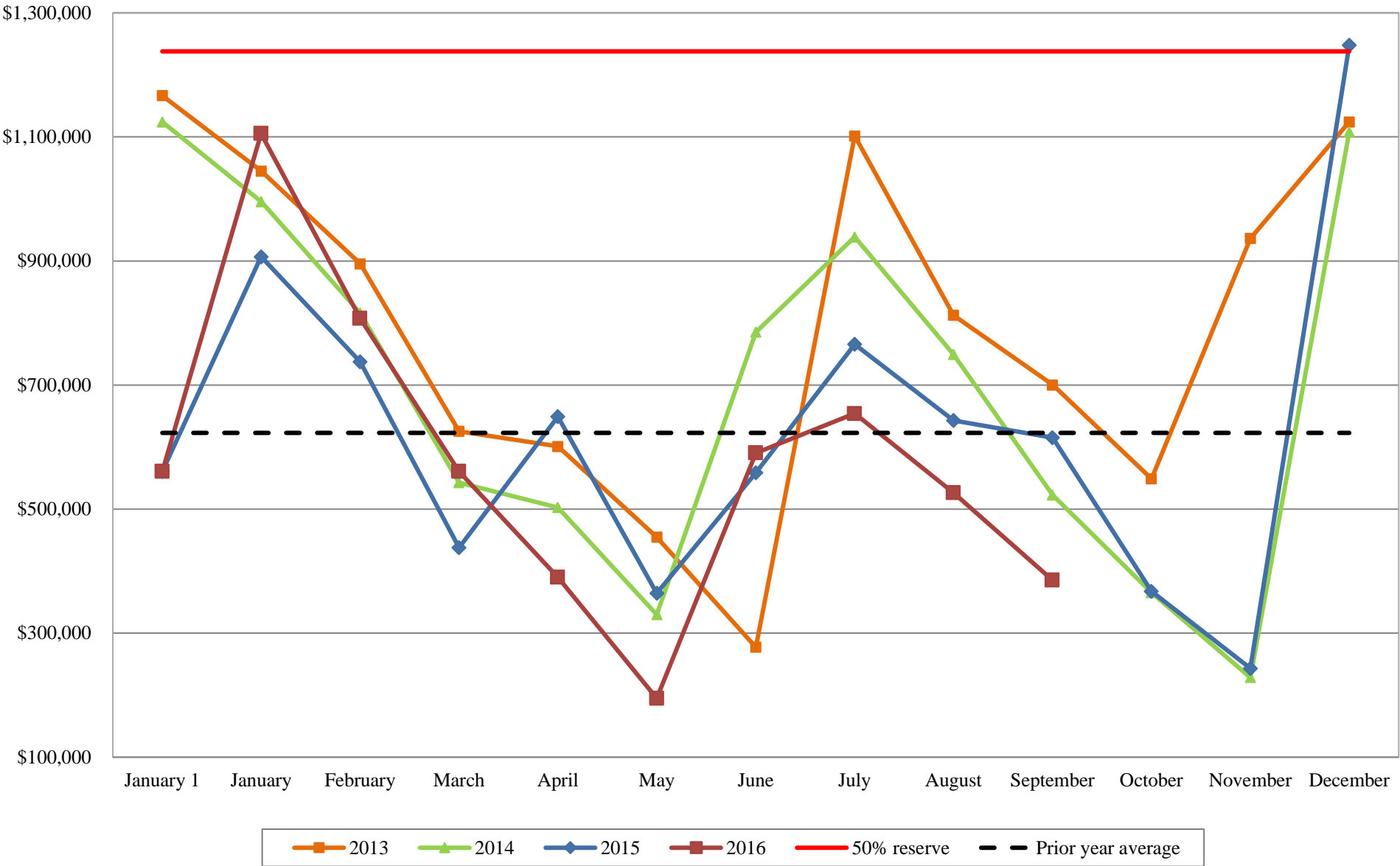
Cash and Investments

The City's cash and investment balances are as follows:

	09/30/2016	12/31/2015	Increase/ (Decrease)
Checking	\$ 1,203,010	\$ 3,404,262	\$ (2,201,252)
Investments (at market value)	191,198	189,097	2,101
Total cash and investments	<u>\$ 1,394,208</u>	<u>\$ 3,593,359</u>	<u>\$ (2,199,151)</u>

Investment Type	09/30/2016	12/31/2015	Increase/ (Decrease)
Checking	\$ 1,203,010	\$ 3,404,262	\$ (2,201,252)
Money Market	-	-	-
Negotiable CDs	191,198	189,097	2,101
Total investments	<u>\$ 1,394,208</u>	<u>\$ 3,593,359</u>	<u>\$ (2,199,151)</u>

General Fund Cash Balances 2013-2016



General Fund									
Receipts					Disbursements				
	YTD Budget	YTD Actual	Percent of YTD Budget			YTD Budget	YTD Actual	Percent of YTD Budget	
Taxes	\$ 1,660,373	\$ 933,508	56.2 %	↓	Legislative	\$ 14,423	\$ 16,622	115.2 %	↓
Licenses and permits	111,315	145,108	130.4	↑	Election	5,625	364	6.5	↑
Intergovernmental	-	7,877	-	↑	City Clerk/finance	249,878	207,475	83.0	↑
Charges for services	33,870	21,045	62.1	↓	Legal services	25,883	42,232	163.2	↓
Fines and forfeitures	33,750	17,181	50.9	↓	Planning and zoning	22,583	23,482	104.0	→
Miscellaneous revenue	17,573	9,320	53.0	↓	General government building	29,070	31,872	109.6	→
	\$ 1,856,881	\$ 1,134,039	61.1 %	↓	Public safety	1,017,540	1,038,571	102.1	→
					Building inspector	66,210	83,207	125.7	↓
					Public works	383,693	389,506	101.5	→
					Solid waste	23,370	41,023	175.5	↓
					Recreation/community service	5,490	1,640	29.9	↑
					Park maintenance	11,415	10,205	89.4	→
					Insurance	1,703	1,700	99.8	→
Key						\$ 1,856,883	\$ 1,887,899	101.7 %	→
↑	Varies more than 15% than budget positively								
↓	Varies more than 15% than budget negatively								
→	Within 15% of budget								

Current short-term rates being offered by financial institutions are very low as evidenced by the table of U.S. Treasury rates below. The U.S. Treasury rates provide a benchmark perspective for rate of return.

Date	Treasury yields								
	1 mo	3 mo	6 mo	1 yr	2 yr	3 yr	5 yr	7 yr	10 yr
12/31/2010	0.07	0.12	0.19	0.29	0.61	1.02	2.01	2.71	3.30
12/30/2011	0.01	0.02	0.06	0.12	0.25	0.36	0.83	1.35	1.89
12/31/2012	0.02	0.05	0.11	0.16	0.25	0.36	0.72	1.18	1.78
12/31/2013	0.01	0.07	0.10	0.13	0.38	0.78	1.75	2.45	3.04
03/31/2014	0.03	0.05	0.07	0.13	0.44	0.90	1.73	2.30	2.73
06/30/2014	0.02	0.04	0.07	0.11	0.47	0.88	1.62	2.13	2.53
09/30/2014	0.02	0.02	0.03	0.13	0.58	1.07	1.78	2.22	2.52
12/31/2014	0.03	0.04	0.12	0.25	0.67	1.10	1.65	1.97	2.17
03/31/2015	0.05	0.03	0.14	0.26	0.56	0.89	1.37	1.71	1.94
06/30/2015	0.02	0.01	0.11	0.28	0.64	1.01	1.63	2.07	2.35
09/30/2015	0.00	0.00	0.08	0.31	0.64	0.92	1.37	1.75	2.05
12/31/2015	0.14	0.16	0.49	0.65	1.06	1.31	1.76	2.09	2.27
03/31/2016	0.18	0.21	0.39	0.59	0.73	0.87	1.21	1.54	1.78
06/30/2016	0.20	0.26	0.36	0.45	0.58	0.71	1.01	1.29	1.49
09/30/2016	0.20	0.29	0.45	0.59	0.77	0.88	1.14	1.42	1.60

Budget Summary

A more detailed analysis of funds is included as Attachment A.

Cash Balance Summary

A detailed view of department totals compared with budget is included as Attachment B.

Investment Summary

A detailed summary of current investments is included as Attachment C.

Enterprise Fund Summary

A detailed summary of enterprise fund financial results is included as Attachment D.

Revenue and Expenditures

A detail of revenues and expenditures is included

* * * * *

This information is unaudited and is intended solely for the information and use of management and City Council and is not intended and should not be used by anyone other than these specified parties.

If you have any questions or wish to discuss any of the items contained in this letter or the attachments, please feel free to contact us at your convenience. We wish to thank you for the continued opportunity to be of service and for the courtesy and cooperation extended to us by your staff.

Sincerely,

AEM FINANCIAL SOLUTIONS, LLC

CITY OF INDEPENDENCE, MINNESOTA
STATEMENT OF REVENUE AND EXPENDITURES -
BUDGET AND ACTUAL - GENERAL FUND (UNAUDITED)
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2016

Attachment A

	Annual Budget	Budget Thru 9/30/2016	Actual Thru 9/30/2016	Variance - Favorable (Unfavorable)	Percent Received or Expended Based on Budget Thru 9/30/2016
REVENUES					
Taxes *	\$ 2,213,830	\$ 1,660,373	\$ 933,508	\$ (726,865) (1)	56.22 %
Licenses and permits	148,420	111,315	145,108	33,793	130.36
Intergovernmental	-	-	7,877	7,877	N/A
Charges for services	45,160	33,870	21,045	(12,825) (2)	62.13
Fines and forfeitures	45,000	33,750	17,181	(16,569) (3)	50.91
Miscellaneous revenue	23,430	17,573	9,320	(8,253)	53.04
TOTAL REVENUES	2,475,840	1,856,881	1,134,039	(722,842)	61.07
EXPENDITURES					
Legislative	19,230	14,423	16,622	(2,199)	115.25
Election	7,500	5,625	364	5,261	6.47
City Clerk/finance	333,170	249,878	207,475	42,403	83.03
Legal services	34,510	25,883	42,232	(16,349) (4)	163.17
Planning and zoning	30,110	22,583	23,482	(899)	103.98
General government building	38,760	29,070	31,872	(2,802)	109.64
Public safety	1,356,720	1,017,540	1,038,571	(21,031)	102.07
Building inspector	88,280	66,210	83,207	(16,997) (5)	125.67
Public works	511,590	383,693	389,506	(5,813)	101.52
Solid waste	31,160	23,370	41,023	(17,653) (6)	175.54
Recreation/community service	7,320	5,490	1,640	3,850	29.87
Park maintenance	15,220	11,415	10,205	1,210	89.40
Insurance	2,270	1,703	1,700	3	99.82
TOTAL EXPENDITURES	2,475,840	1,856,883	1,887,899	(31,016)	101.67
Transfers In	-	-	-	-	N/A
Transfers Out	-	-	100,000	100,000	N/A
EXCESS REVENUES (EXPENDITURES)	\$ -	\$ (2)	\$ (853,860)	\$ (791,826)	

* Taxes are paid 40% in June, 30% in July and the remainder is paid in December.

Item Explanation of items percentage received/expended less than 80% or greater than 120% and \$ variance greater than \$10,000.

- (1) Advance Tax settlement has been received, the remaining portion will be received in 4th quarter as scheduled.
- (2) Closed projects were billed during the 3rd quarter, funds expected to be received during 4th quarter.
- (3) Court revenue is down YTD, county was receiving the funds instead of Independence. County is aware and should be sending us funds in 4th quarter.
- (4) City Attorney File & expenses related to Zoning violations are exceeding the budgeted amount for the year.
- (5) Wages budgeted to Building Inspector department were less than how actual time is spent. Will make a change in 2017.
- (6) Annual Clean up Day expenditure for \$2,362 coded & monthly recycling expense approx \$3,980 is causing the variance.

CITY OF INDEPENDENCE, MINNESOTA
UNAUDITED CASH BALANCES BY FUND
SEPTEMBER 30, 2015, DECEMBER 31, 2015 AND SEPTEMBER 30, 2016

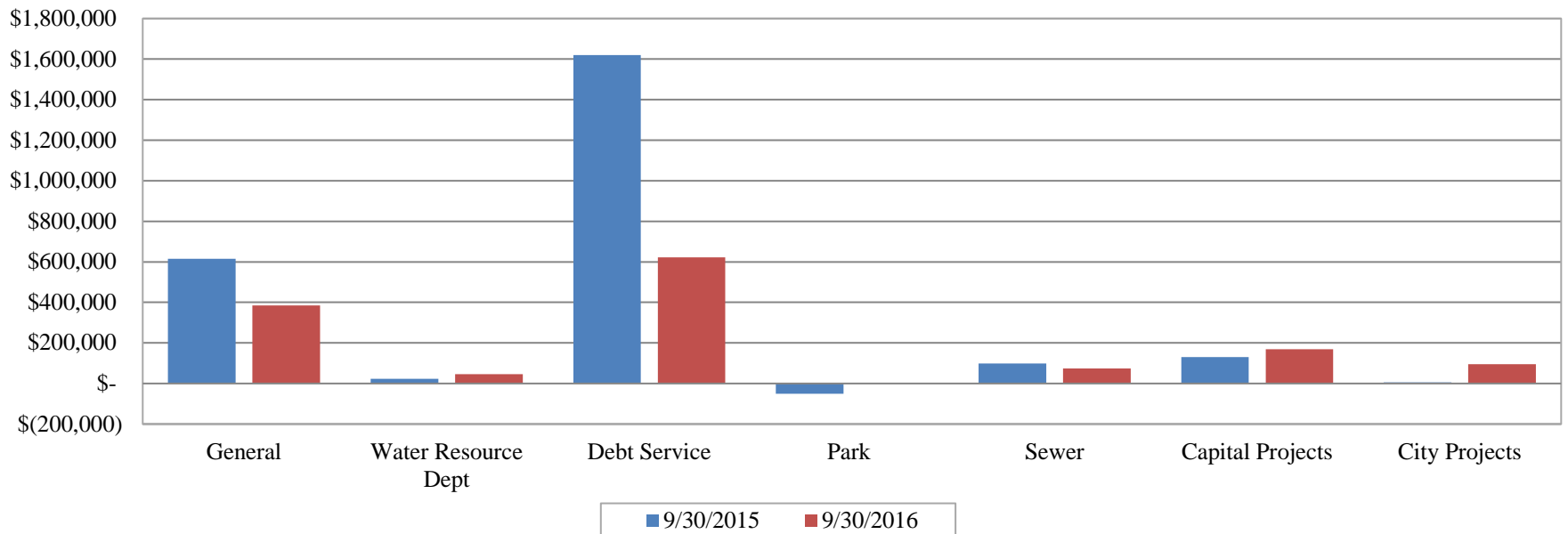
Attachment B

Fund		Balance 9/30/2015	Balance 12/31/2015	Balance 9/30/2016	YTD Change From 12/31/2015
100	General	\$ 615,006	\$ 1,248,017	\$ 385,286	\$ (862,731) (1)
200	Water resource department	23,817	69,273	46,585	(22,688)
309	2001 lease revenue bonds	86,323	48,941	148,620	99,679 (2)
311	Drake Drive road improvement	35,883	52,109	11,390	(40,719) (3)
312	2007 equipment certificate	60,071	87,453	36,682	(50,771) (4)
414	2015 street improvement	1,438,145	1,375,816	424,675	(951,141) (5)
501	Park	(51,087)	-	2,709	2,709
602	Sewer	98,465	130,298	74,173	(56,125) (6)
801	Building capital	119,619	119,783	108,634	(11,149)
802	Road capital improvement	12,640	12,657	12,717	60
803	Equipment capital improvement	(991)	-	7,486	7,486
804	Administrative capital	(1,371)	8,729	39,523	30,794
805	Development escrow	-	-	-	-
806	City Projects	6,280	440,283	95,728	(344,555) (7)
Total		\$ 2,442,800	\$ 3,593,359	\$ 1,394,208	\$ (2,199,151)

Item Explanation of items percentage received/expended less than 80% or greater than 120% and \$ variance greater than \$25,000.

- (1) The increase is an expected result from excess of expenditures over revenues which is the typical cash flow pattern of the City. Additional detail can be obtained on the statement of Revenues & Expenditures.
- (2) Tax settlement received.
- (3) Bond payment made during the first quarter.
- (4) Bond payment made during the first quarter.
- (5) Majority of project has been completed. Residual cash planned for parking lot re-surfacing and remainder to be spend by end of year.
- (6) Engineering Fees over budget \$5k, accounting for quarterly depreciation expense.
- (7) Serenity Hills escrow of \$322,000 returned to builder.

Cash Balance by Fund Compared to Prior Year



Fund	
↓ General	→ Park
↑ Water resource dept	↓ Sewer
↓ Debt service	↑ Capital projects
	↑ City Projects

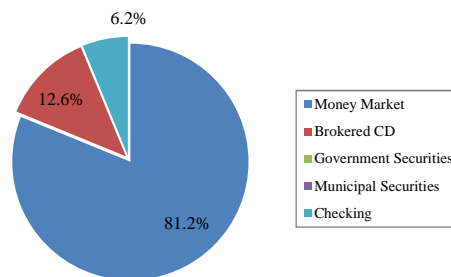
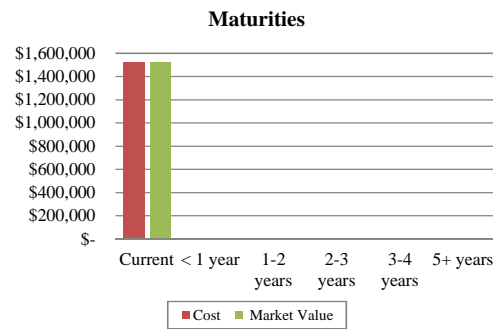
Key

- ↑ Balance increased more than 10% over prior year
- ↓ Balance decreased more than 10% over prior year
- Balance within 10% of prior year

City of Independence
Schedule of Investments
For the Month Ending September 30, 2016

Attachment C

Institution	Description	Market Value 1/1/2016	Deposits	Expenditures	Transfers	Interest	Unadjusted Market Value 9/30/2016	Market Value 9/30/2016	Unrealized gain / loss
Bank of Maple Plain	Bank of Maple Plain - Acct 30074	\$ 1,274,643.38	\$ 528,299.48	\$ (4,005,756.11)	\$ 2,297,350.00	\$ 355.32	\$ 94,892.07	\$ 94,892.07	-
Bank of Maple Plain	Bank of Maple Plain - Acct 00440022	2,143,180.61	1,383,555.99	-	(2,297,350.00)	5,926.10	1,235,312.70	1,235,312.70	-
Bank of Maple Plain	CD 6142 Mat 10/15/16 .65	190,149.34	-	-	-	1,048.69	191,198.03	191,198.03	-
		<u>3,607,973.33</u>	<u>1,911,855.47</u>	<u>(4,005,756.11)</u>	<u>-</u>	<u>7,330.11</u>	<u>1,521,402.80</u>	<u>1,521,402.80</u>	<u>-</u>



Maturity	Cost 9/30/2016	Market Value 9/30/2016	Variance 9/30/2016
Current	\$ 1,521,402.80	\$ 1,521,402.80	\$ -
< 1 year	-	-	-
1-2 years	-	-	-
2-3 years	-	-	-
3-4 years	-	-	-
5+ years	-	-	-
	<u>\$ 1,521,402.80</u>	<u>\$ 1,521,402.80</u>	<u>\$ -</u>

Weighted average rate of return	0.29%	9/30/2016
Average Maturity	0.09	9/30/2016

Investment Type	Market Value 9/30/2016
Money Market	1,235,312.70
Brokered CD	191,198.03
Government Securities	-
Municipal Securities	-
Checking	94,892.07
	<u>\$ 1,521,402.80</u>

CITY OF INDEPENDENCE, MINNESOTA
STATEMENT OF REVENUE AND EXPENSES -
BUDGET AND ACTUAL - SANITARY SEWER FUND (UNAUDITED)
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2016

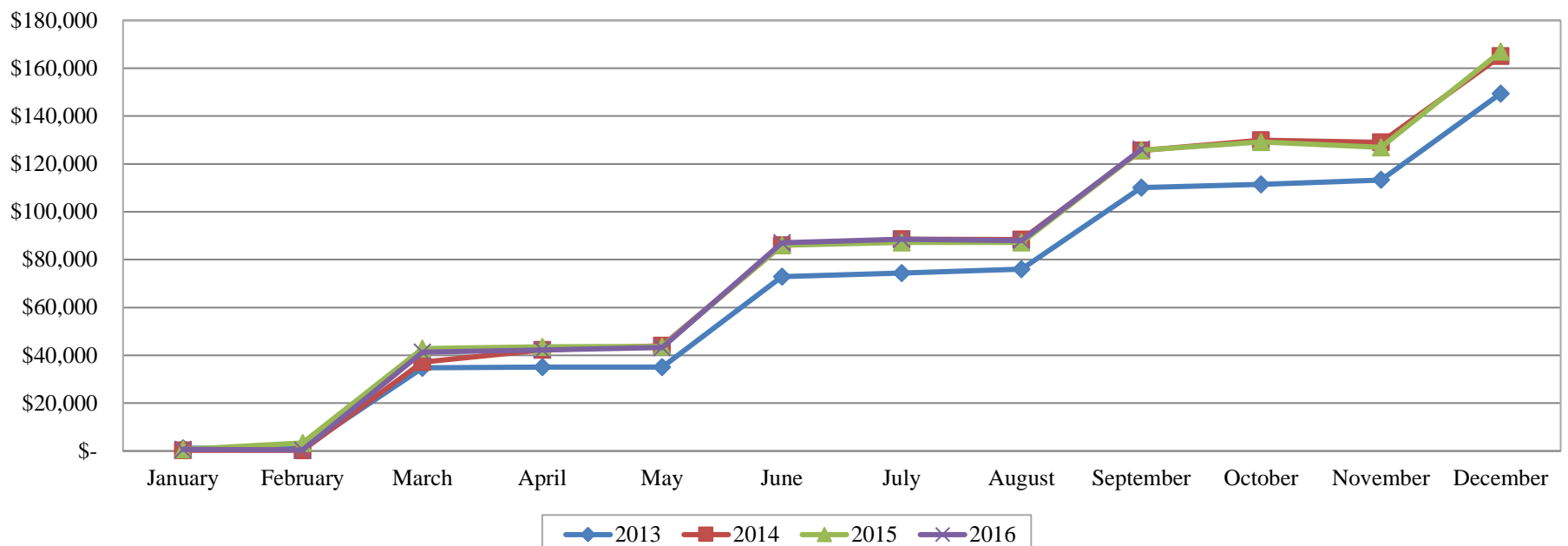
Attachment D

	Annual Budget 12/31/2016	Actual Thru 9/30/2015	Actual Thru 9/30/2016	Variance - Favorable (Unfavorable)	Percent Received or Expended Based on Budget Thru 9/30/2016
REVENUES					
Charges for services	\$ -	\$ 125,795	\$ 126,129	\$ 334	99.74 %
Property taxes	15,010	5,353	15,010	9,657	35.66
Special assessments	-	57,047	57,210	163	99.72
Connection fees	-	4,341	-	(4,341)	N/A
Interest income	-	319	270	(49)	118.15
TOTAL REVENUES	15,010	192,855	198,619	5,764	97.10
EXPENSES					
Personal Services	82,030	49,509	56,932	(7,423)	86.96
Supplies	2,320	10,700	573	10,127 (2)	1,867.36
Repairs and maintenance	20,600	30,721	42,944	(12,223) (3)	71.54
Other services and charges	85,520	43,536	39,088	4,448	111.38
Insurance	3,710	3,116	2,871	245	108.53
Capital outlay	21,120	-	-	-	N/A
Debt service	75,000	70,000	70,000	-	100.00
Utilities	20,600	18,539	19,166	(627)	96.73
Depreciation	123,600	-	92,700	(92,700) (3)	N/A
Interest expense	20,491	24,218	22,458	1,760	107.84
TOTAL EXPENSES	454,991	250,339	346,732	96,393	72.20
Transfers In	-	-	-	-	N/A
Transfers Out	-	-	-	-	N/A
EXCESS REVENUES (EXPENSES)	(439,981)	(57,484)	(148,113)	(90,629)	38.81
CONVERT TO CASH					
Depreciation			92,700		
Bond Principal			(70,000)		
NET ESTIMATED CASH EFFECT	\$ (439,981)	\$ (57,484)	\$ (125,413)	\$ (90,629)	45.84 %

Item Explanation of items percentage received/expended less than 80% or greater than 120% and \$ variance greater than \$10,000.

- (1) Small supplies purchases for 2016, in 2015 \$10k expense from Schoening excavating.
- (2) \$11,939 payment to Valley-Rich for a Hydro Vac.
- (3) Previously did not make quarterly depreciation entry, will change process to include estimated entries each quarter.

Sewer Sales Comparison 2013-2016



CITY OF INDEPENDENCE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

GENERAL FUND

	YTD BUDGET	CURRENT PERIOD	YTD ACTUAL	VARIANCE	% OF BUDGET
<u>TAXES</u>					
100-31010-000 AD VALOREM TAXES	2,136,220.00	896,818.21	896,818.21	(1,239,401.79)	41.98
100-31030-000 BONDS & INTEREST	.00	967.69	967.69	967.69	.00
100-31040-000 FISCAL DISPARITIES	77,610.00	35,722.34	35,722.34	(41,887.66)	46.03
TOTAL TAXES	2,213,830.00	933,508.24	933,508.24	(1,280,321.76)	42.17
<u>LICENSES & PERMITS</u>					
100-32100-000 BUSINESS LICENSES	12,480.00	17,400.00	17,400.00	4,920.00	139.42
100-32210-000 BUILDING PERMIT	133,840.00	121,083.31	121,083.31	(12,756.69)	90.47
100-32240-000 ANIMAL LICENSES	530.00	400.00	400.00	(130.00)	75.47
100-32250-000 MISC. LICENSES & PERMITS	1,570.00	6,225.00	6,225.00	4,655.00	396.50
TOTAL LICENSES & PERMITS	148,420.00	145,108.31	145,108.31	(3,311.69)	97.77
<u>INTERGOVERNMENTAL REVENUES</u>					
100-33400-000 STATE GRANT	.00	961.60	961.60	961.60	.00
100-33401-000 LOCAL GOVERNMENT AIDS	.00	534.50	534.50	534.50	.00
100-33403-000 MISC. TAX CREDITS	.00	138.63	138.63	138.63	.00
100-33620-000 COUNTY GRANTS & AID (OTHER)	.00	6,242.00	6,242.00	6,242.00	.00
TOTAL INTERGOVERNMENTAL REVENUES	.00	7,876.73	7,876.73	7,876.73	.00
<u>PUBLIC CHARGES FOR SERVICE</u>					
100-34103-000 ZONING/SUBDIVISION FEE	25,000.00	(11,271.86)	(11,271.86)	(36,271.86)	(45.09)
100-34105-000 SALE-MAPS,PUBLICATION,COPIES	100.00	15.00	15.00	(85.00)	15.00
100-34107-000 ASSESSMENT SEARCH FEES	150.00	25.00	25.00	(125.00)	16.67
100-34108-000 ADMINISTRATIVE CHARGES/REIMBUR	5,200.00	26,187.57	26,187.57	20,987.57	503.61
100-34305-000 PUBLIC WORKS REIMBURSEMENTS	530.00	1,169.55	1,169.55	639.55	220.67
100-34306-000 BUILDING INSPECTIONS REIMBURSE	1,040.00	.00	.00	(1,040.00)	.00
100-34307-000 PLANNING/ZONING REIMB. DEVL.	10,000.00	4,920.00	4,920.00	(5,080.00)	49.20
100-34308-000 LEGAL FEE/ REIMB. DEV.	530.00	.00	.00	(530.00)	.00
100-34309-000 ENG. FEE/ REIMB. DEV.	2,610.00	.00	.00	(2,610.00)	.00
TOTAL PUBLIC CHARGES FOR SERVICE	45,160.00	21,045.26	21,045.26	(24,114.74)	46.60
<u>FINES & FORFEITURES</u>					
100-35000-000 COURT FINES/DOG IMPOUNDING	45,000.00	17,181.40	17,181.40	(27,818.60)	38.18
TOTAL FINES & FORFEITURES	45,000.00	17,181.40	17,181.40	(27,818.60)	38.18

CITY OF INDEPENDENCE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

GENERAL FUND

	YTD BUDGET	CURRENT PERIOD	YTD ACTUAL	VARIANCE	% OF BUDGET
<u>MISCELLANEOUS REVENUE</u>					
100-36210-000 INTEREST EARNINGS	5,200.00	2,621.16	2,621.16 (	2,578.84)	50.41
100-36220-000 INSURANCE PREMIUM REFUND	3,650.00	.00	.00 (	3,650.00)	.00
100-36230-000 MISC. CONTRIB./REFUND	530.00	55.24	55.24 (	474.76)	10.42
100-36240-000 COMMUNITY CENTER REVENUES	6,240.00	1,430.00	1,430.00 (	4,810.00)	22.92
100-36242-000 PARK RENTAL FEE	.00	900.00	900.00	900.00	.00
100-36260-000 FESTIVAL REVENUES	5,200.00	.00	.00 (	5,200.00)	.00
100-36261-000 EVENT REVENUES	2,610.00	4,313.50	4,313.50	1,703.50	165.27
TOTAL MISCELLANEOUS REVENUE	23,430.00	9,319.90	9,319.90 (	14,110.10)	39.78
 TOTAL FUND REVENUE	 2,475,840.00	 1,134,039.84	 1,134,039.84 (	1,341,800.16)	 45.80

CITY OF INDEPENDENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

GENERAL FUND

	YTD BUDGET	CURRENT PERIOD	YTD ACTUAL	VARIANCE	% OF BUDGET
<u>LEGISLATIVE</u>					
100-41000-102 MAYOR'S SALARY	3,000.00	2,250.00	2,250.00	750.00	75.00
100-41000-103 COUNCIL SALARIES	7,200.00	5,400.00	5,400.00	1,800.00	75.00
100-41000-122 FICA(6.2) MEDICARE (1.45)	780.00	585.30	585.30	194.70	75.04
100-41000-321 COMMUNICATIONS (TELEPHONE)	.00	3,000.00	3,000.00	(3,000.00)	.00
100-41000-331 CONFERENCE & TRAVEL	5,670.00	4,314.24	4,314.24	1,355.76	76.09
100-41000-360 INSURANCE	820.00	938.50	938.50	(118.50)	114.45
100-41000-405 MISCELLANEOUS	210.00	134.28	134.28	75.72	63.94
100-41000-433 DUES & SUBSCRIPTIONS	1,550.00	.00	.00	1,550.00	.00
TOTAL LEGISLATIVE	19,230.00	16,622.32	16,622.32	2,607.68	86.44
<u>ELECTION</u>					
100-41400-103 ELECTION OFFICIAL'S WAGES (PT)	3,500.00	.00	.00	3,500.00	.00
100-41400-210 OPERATING SUPPLIES/MTN EQUIP.	3,000.00	294.48	294.48	2,705.52	9.82
100-41400-350 BALLOT PRINTING	.00	69.39	69.39	(69.39)	.00
100-41400-405 MISCELLANEOUS	1,000.00	.00	.00	1,000.00	.00
TOTAL ELECTION	7,500.00	363.87	363.87	7,136.13	4.85
<u>CITY CLERK/FINANCE</u>					
100-41500-101 WAGES (FULL-TIME)	36,220.00	31,091.80	31,091.80	5,128.20	85.84
100-41500-102 WAGES (PART-TIME)	24,140.00	18,772.69	18,772.69	5,367.31	77.77
100-41500-121 PERA	4,530.00	4,154.94	4,154.94	375.06	91.72
100-41500-122 FICA/MEDICARE	4,620.00	4,238.03	4,238.03	381.97	91.73
100-41500-131 CITY PAID BENEFIT ALLOWANCE-LI	12,420.00	6,505.62	6,505.62	5,914.38	52.38
100-41500-133 COBRA EMPLOYEE INSURANCE	.00	(345.00)	(345.00)	345.00	.00
100-41500-200 OFFICE SUPPLIES	4,120.00	3,055.56	3,055.56	1,064.44	74.16
100-41500-301 AUDITING FEES	12,500.00	28,430.00	28,430.00	(15,930.00)	227.44
100-41500-305 CPA FEES	58,350.00	43,767.00	43,767.00	14,583.00	75.01
100-41500-310 OTHER CONSULTING EXPENSE	77,950.00	29,842.05	29,842.05	48,107.95	38.28
100-41500-315 ASSESSOR'S FEE	55,000.00	.00	.00	55,000.00	.00
100-41500-321 COMMUNICATIONS(PHONE)	3,610.00	3,971.14	3,971.14	(361.14)	110.00
100-41500-322 POSTAGE	1,550.00	.00	.00	1,550.00	.00
100-41500-331 TRAVEL & CONFERENCE EXPENSE	1,500.00	642.47	642.47	857.53	42.83
100-41500-350 PRINTING&PUBLICATIONS-(LEGALS)	9,270.00	9,805.39	9,805.39	(535.39)	105.78
100-41500-360 INSURANCE	7,210.00	9,418.30	9,418.30	(2,208.30)	130.63
100-41500-404 MAINT.&REPAIR EQUIP.(CONTRACT)	4,000.00	1,005.48	1,005.48	2,994.52	25.14
100-41500-405 MISCELLANEOUS	1,030.00	1,082.00	1,082.00	(52.00)	105.05
100-41500-433 DUES & SUBSCRIPTIONS	5,870.00	4,160.50	4,160.50	1,709.50	70.88
100-41500-560 CAPITAL OUTLAY (OFFICE EQUIP.)	520.00	.00	.00	520.00	.00
100-41500-570 CAPITAL OUTLAY (COMPUTER EQUIP)	520.00	950.00	950.00	(430.00)	182.69
100-41500-602 LEASE/PURCHASE (COPIER)	8,240.00	6,927.01	6,927.01	1,312.99	84.07
TOTAL CITY CLERK/FINANCE	333,170.00	207,474.98	207,474.98	125,695.02	62.27

CITY OF INDEPENDENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

GENERAL FUND

	YTD BUDGET	CURRENT PERIOD	YTD ACTUAL	VARIANCE	% OF BUDGET
<u>LEGAL SERVICES</u>					
100-41600-304 CIVIL, LEGAL (K&G)	15,450.00	24,054.12	24,054.12 (	8,604.12)	155.69
100-41600-306 PROSECUTION (C&C)	18,540.00	18,178.21	18,178.21	361.79	98.05
100-41600-312 CODIFICATION OF ORDINANCES	520.00	.00	.00	520.00	.00
TOTAL LEGAL SERVICES	34,510.00	42,232.33	42,232.33 (	7,722.33)	122.38
<u>PLANNING & ZONING</u>					
100-41900-301 PLANNER CONTRACT FEE	23,200.00	17,944.00	17,944.00	5,256.00	77.34
100-41900-360 INSURANCE	5,670.00	5,538.00	5,538.00	132.00	97.67
100-41900-405 MISC.	210.00	.00	.00	210.00	.00
TOTAL PLANNING & ZONING	29,080.00	23,482.00	23,482.00	5,598.00	80.75
<u>ENVIRONMENTAL PROTECTION</u>					
100-41920-311 OTHER CONSULTANT FEES	1,030.00	.00	.00	1,030.00	.00
100-41920-320 WATER RESOURCE STAFF	7,000.00	4,382.04	4,382.04	2,617.96	62.60
TOTAL ENVIRONMENTAL PROTECTION	8,030.00	4,382.04	4,382.04	3,647.96	54.57
<u>GEN. GOVT. BUILDING</u>					
100-41940-226 GOVT./COMM. CENTER	.00	114.36	114.36 (	114.36)	.00
100-41940-321 COMMUNICATIONS (TELEPHONE)	1,030.00	5,927.66	5,927.66 (	4,897.66)	575.50
100-41940-350 ADVERTISING (COMM. CENTER)	.00	24.68	24.68 (	24.68)	.00
100-41940-360 INSURANCE	2,160.00	2,110.94	2,110.94	49.06	97.73
100-41940-380 UTILITIES (NSP,GAS,LINEN)	12,360.00	7,023.51	7,023.51	5,336.49	56.82
100-41940-384 GARBAGE PICK-UP	1,130.00	762.16	762.16	367.84	67.45
100-41940-401 MAINT.&REPAIR BLD	11,130.00	12,471.21	12,471.21 (	1,341.21)	112.05
100-41940-402 MUSEUM	150.00	.00	.00	150.00	.00
100-41940-403 GROUND MAINTENANCE	500.00	149.09	149.09	350.91	29.82
100-41940-405 MISCELLANEOUS	.00	1,627.08	1,627.08 (	1,627.08)	.00
100-41940-510 C.O.(LAND & BLD. - 804)	10,300.00	1,661.50	1,661.50	8,638.50	16.13
TOTAL GEN. GOVT. BUILDING	38,760.00	31,872.19	31,872.19	6,887.81	82.23

CITY OF INDEPENDENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

GENERAL FUND

	YTD BUDGET	CURRENT PERIOD	YTD ACTUAL	VARIANCE	% OF BUDGET
<u>PUBLIC SAFETY</u>					
100-42000-405 MISCELLANEOUS	1,130.00	.00	.00	1,130.00	.00
100-42000-440 CONTRACT	1,012,420.00	785,488.68	785,488.68	226,931.32	77.59
100-42000-442 PRISONER BOOKING	1,550.00	1,153.67	1,153.67	396.33	74.43
100-42000-450 FIRE PROTECTION	337,190.00	251,928.66	251,928.66	85,261.34	74.71
100-42000-461 BUILDING CODE SURCHARGE	3,090.00	.00	.00	3,090.00	.00
100-42000-570 C. O.	1,340.00	.00	.00	1,340.00	.00
TOTAL PUBLIC SAFETY	1,356,720.00	1,038,571.01	1,038,571.01	318,148.99	76.55
<u>BUILDING INSPECTOR ADMIN</u>					
100-42400-101 WAGES (FULL-TIME)	60,560.00	56,140.83	56,140.83	4,419.17	92.70
100-42400-103 WAGES- (TEMP HELP)	410.00	150.74	150.74	259.26	36.77
100-42400-121 PERA	4,540.00	4,695.53	4,695.53 (	155.53)	103.43
100-42400-122 FICA/MEDICARE	4,630.00	4,789.45	4,789.45 (	159.45)	103.44
100-42400-131 CITY PAID BENEFIT ALLOWANCE-LI	10,960.00	10,832.95	10,832.95	127.05	98.84
100-42400-200 OFFICE SUPPLIES	260.00	257.50	257.50	2.50	99.04
100-42400-212 VEHICLE OPER.SUPPLIES(FUEL,ETC	460.00	400.25	400.25	59.75	87.01
100-42400-310 OTHER CONSULTING EXPENSE	150.00	.00	.00	150.00	.00
100-42400-321 COMMUNICATIONS (TELEPHONE)	1,550.00	1,566.28	1,566.28 (	16.28)	101.05
100-42400-331 CONFERENCE & TRAVEL	770.00	908.99	908.99 (	138.99)	118.05
100-42400-360 INSURANCE	3,300.00	3,369.46	3,369.46 (	69.46)	102.10
100-42400-433 DUES & SUBSCRIPTIONS	280.00	95.00	95.00	185.00	33.93
100-42400-570 CAPITAL OUTLAY (EQUIP PURCHA)	410.00	.00	.00	410.00	.00
TOTAL BUILDING INSPECTOR ADMIN	88,280.00	83,206.98	83,206.98	5,073.02	94.25

CITY OF INDEPENDENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

GENERAL FUND

	YTD BUDGET	CURRENT PERIOD	YTD ACTUAL	VARIANCE	% OF BUDGET
<u>PUBLIC WORKS</u>					
100-43100-101 WAGES (FULL-TIME)	152,000.00	120,262.19	120,262.19	31,737.81	79.12
100-43100-103 WAGES (TEMP HELP)	.00	261.00	261.00	(261.00)	.00
100-43100-121 PERA	11,400.00	10,060.16	10,060.16	1,339.84	88.25
100-43100-122 FICA/MEDICARE	11,630.00	10,132.68	10,132.68	1,497.32	87.13
100-43100-131 CITY PAID BENEFIT ALLOWANCE	34,350.00	24,876.00	24,876.00	9,474.00	72.42
100-43100-210 OPERATING SUPPLIES	620.00	95.43	95.43	524.57	15.39
100-43100-212 VEHICLE OPER.SUPPLIES(FUEL,ETC)	26,780.00	7,958.28	7,958.28	18,821.72	29.72
100-43100-217 SIGNS	5,000.00	5,740.81	5,740.81	(740.81)	114.82
100-43100-218 UNIFORMS	1,600.00	1,737.29	1,737.29	(137.29)	108.58
100-43100-219 CULVERTS	4,120.00	.00	.00	4,120.00	.00
100-43100-220 MAINT.&REPAIR SUPPLIES (EQUIP)	21,630.00	19,299.75	19,299.75	2,330.25	89.23
100-43100-223 MAINT.& REPAIR SUPPLIES(BLDG.)	4,640.00	2,796.20	2,796.20	1,843.80	60.26
100-43100-224 ROAD MAINT.MATERIALS(ON-GOING)	51,500.00	66,285.65	66,285.65	(14,785.65)	128.71
100-43100-226 BLACKTOP MAINTENANCE	41,200.00	10,275.72	10,275.72	30,924.28	24.94
100-43100-227 EQUIPMENT RENTAL CONTRACT HIRE	1,030.00	358.50	358.50	671.50	34.81
100-43100-240 SMALL TOOLS & MINOR EQUIPMENT	310.00	203.12	203.12	106.88	65.52
100-43100-303 ENGINEERING	4,120.00	1,570.35	1,570.35	2,549.65	38.12
100-43100-321 COMMUNICATIONS (PHONE,E-MAIL)	4,120.00	3,886.50	3,886.50	233.50	94.33
100-43100-331 TRAVEL,CONF.,EDUC.EXPENSE	1,000.00	1,117.00	1,117.00	(117.00)	111.70
100-43100-350 PRINTING & PUBLICATIONS	310.00	687.29	687.29	(377.29)	221.71
100-43100-360 INSURANCE	16,000.00	14,341.52	14,341.52	1,658.48	89.63
100-43100-380 UTILITIES	9,270.00	8,227.23	8,227.23	1,042.77	88.75
100-43100-381 STREET LIGHTING	3,000.00	2,542.21	2,542.21	457.79	84.74
100-43100-384 GARBAGE PICK-UP	460.00	227.35	227.35	232.65	49.42
100-43100-403 BRUSH & TREE REMOVAL	.00	3,500.00	3,500.00	(3,500.00)	.00
100-43100-405 MISCELLANEOUS	.00	541.30	541.30	(541.30)	.00
100-43100-407 SNOW REMOVAL-MATERIALS	25,750.00	1,672.53	1,672.53	24,077.47	6.50
100-43100-408 DUST CONTROL	66,950.00	64,035.84	64,035.84	2,914.16	95.65
100-43100-413 SALES/FUEL TAX & LICENSE	1,000.00	10.00	10.00	990.00	1.00
100-43100-415 EQUIPMENT RENTAL	520.00	.00	.00	520.00	.00
100-43100-420 GOPHER STATE ONE-CALL	1,850.00	1,379.50	1,379.50	470.50	74.57
100-43100-430 SAFETY PROGRAM (AWAIR, ETC.	1,850.00	495.00	495.00	1,355.00	26.76
100-43100-433 MEMBERSHIP DUES	580.00	547.35	547.35	32.65	94.37
100-43100-720 TRANSFER OUT	.00	100,000.00	100,000.00	(100,000.00)	.00
TOTAL PUBLIC WORKS	504,590.00	485,123.75	485,123.75	19,466.25	96.14
<u>SOLID WASTE (LAND & RECYCLING)</u>					
100-43200-405 MISCELLANEOUS	260.00	.00	.00	260.00	.00
100-43200-410 RECYCLING EXPENSES	30,900.00	41,022.52	41,022.52	(10,122.52)	132.76
TOTAL SOLID WASTE (LAND & RECYCLING)	31,160.00	41,022.52	41,022.52	(9,862.52)	131.65

CITY OF INDEPENDENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

GENERAL FUND

		YTD BUDGET	CURRENT PERIOD	YTD ACTUAL	VARIANCE	% OF BUDGET
	<u>RECREATION</u>					
100-45100-120	PARTICIPATE RECREATION	6,700.00	1,640.00	1,640.00	5,060.00	24.48
	TOTAL RECREATION	6,700.00	1,640.00	1,640.00	5,060.00	24.48
	<u>COMMUNITY SERVICE</u>					
100-45200-402	YOUTH GROUPS	620.00	.00	.00	620.00	.00
	TOTAL COMMUNITY SERVICE	620.00	.00	.00	620.00	.00
	<u>PARK MAINT.</u>					
100-45300-210	SUPPLIES & MATERIALS	1,030.00	64.35	64.35	965.65	6.25
100-45300-220	REPAIRS & MAINTENANCE (MOWING)	5,670.00	6,203.25	6,203.25	(533.25)	109.40
100-45300-230	EQUIPMENT PURCHASES	520.00	1,114.12	1,114.12	(594.12)	214.25
100-45300-310	OTHER CONSULTING EXPENSE	520.00	.00	.00	520.00	.00
100-45300-350	PRINTING&PUBLICATIONS-(LEGALS)	.00	83.12	83.12	(83.12)	.00
100-45300-361	INSURANCE	1,650.00	2,740.00	2,740.00	(1,090.00)	166.06
100-45300-380	UTILITIES/WASTE REMOVAL	620.00	.00	.00	620.00	.00
100-45300-405	MISCELLANEOUS	210.00	.00	.00	210.00	.00
100-45300-451	FESTIVAL EXPENDITURES	5,000.00	.00	.00	5,000.00	.00
	TOTAL PARK MAINT.	15,220.00	10,204.84	10,204.84	5,015.16	67.05
	<u>UNALLOCATED INSURANCE</u>					
100-49240-375	CLAIM DEDUCTIBLE	520.00	.00	.00	520.00	.00
100-49240-620	AGENCY FEES	1,750.00	1,700.00	1,700.00	50.00	97.14
	TOTAL UNALLOCATED INSURANCE	2,270.00	1,700.00	1,700.00	570.00	74.89
	TOTAL FUND EXPENDITURES	2,475,840.00	1,987,898.83	1,987,898.83	487,941.17	80.29
	NET REVENUES OVER EXPENDITURES	.00	(853,858.99)	(853,858.99)	(1,829,741.33)	.00

CITY OF INDEPENDENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

WATER RESOURCE DEPT.

		YTD BUDGET	CURRENT PERIOD	YTD ACTUAL	VARIANCE	% OF BUDGET
	<u>TAXES</u>					
200-31010-000	AD VALOREM TAXES	61,290.00	29,969.39	29,969.39	31,320.61	48.90
200-31040-000	FISCAL DISPARITIES	2,980.00	1,358.18	1,358.18	1,621.82	45.58
	TOTAL TAXES	64,270.00	31,327.57	31,327.57	32,942.43	48.74
	<u>ADMINISTRATIVE</u>					
200-34108-000	ADMINISTRATIVE CHARGES/REIMBUR	.00	166.23	166.23	(166.23)	.00
	TOTAL ADMINISTRATIVE	.00	166.23	166.23	(166.23)	.00
	<u>MISCELLANEOUS REVENUE</u>					
200-36210-000	INTEREST EARNINGS	.00	210.50	210.50	(210.50)	.00
	TOTAL MISCELLANEOUS REVENUE	.00	210.50	210.50	(210.50)	.00
	TOTAL FUND REVENUE	64,270.00	31,704.30	31,704.30	32,565.70	49.33

CITY OF INDEPENDENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

WATER RESOURCE DEPT.

	YTD BUDGET	CURRENT PERIOD	YTD ACTUAL	VARIANCE	% OF BUDGET
<u>CONSULTANT EXPENSES</u>					
200-41920-310 PIONEER-SARAH WATERSHED COMM.	50,110.00	50,445.28	50,445.28 (	335.28)	100.67
200-41920-320 WATER RESOURCE STAFF	2,060.00	807.50	807.50	1,252.50	39.20
200-41920-330 OTHER CONSULTING FEES	1,030.00	165.00	165.00	865.00	16.02
200-41920-350 PRINTING&PUBLICATIONS-(LEGALS)	770.00	.00	.00	770.00	.00
200-41920-433 MISC. DUES / FEES	.00	515.00	515.00 (	515.00)	.00
200-41920-570 CAPITAL OUTLAY (PROJECT COST)	10,300.00	.00	.00	10,300.00	.00
TOTAL CONSULTANT EXPENSES	64,270.00	51,932.78	51,932.78	12,337.22	80.80
TOTAL FUND EXPENDITURES	64,270.00	51,932.78	51,932.78	12,337.22	80.80
NET REVENUES OVER EXPENDITURES	.00 (	20,228.48 ) (	20,228.48)	20,228.48	.00
NET REVENUES OVER EXPENDITURES	.00	.00	.00	.00	.00
NET REVENUES OVER EXPENDITURES	.00	.00	.00	.00	.00
NET REVENUES OVER EXPENDITURES	.00	.00	.00	.00	.00
NET REVENUES OVER EXPENDITURES	.00	.00	.00	.00	.00
NET REVENUES OVER EXPENDITURES	.00	.00	.00	.00	.00
NET REVENUES OVER EXPENDITURES	.00	.00	.00	.00	.00
NET REVENUES OVER EXPENDITURES	.00	.00	.00	.00	.00
NET REVENUES OVER EXPENDITURES	.00	.00	.00	.00	.00
NET REVENUES OVER EXPENDITURES	.00	.00	.00	.00	.00

CITY OF INDEPENDENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

DEBT SERV PUB SAF BLD 01 FUND

		<u>YTD BUDGET</u>	<u>CURRENT PERIOD</u>	<u>YTD ACTUAL</u>	<u>VARIANCE</u>	<u>% OF BUDGET</u>
	<u>TAXES</u>					
309-31010-000	ADVALOREM TAXES	<u>110,100.00</u>	<u>110,100.00</u>	<u>110,100.00</u>	<u>.00</u>	<u>100.00</u>
	TOTAL TAXES	<u>110,100.00</u>	<u>110,100.00</u>	<u>110,100.00</u>	<u>.00</u>	<u>100.00</u>
	<u>MISCELLANEOUS REVENUE</u>					
309-36210-000	INTEREST EARNINGS	<u>.00</u>	<u>479.81</u>	<u>479.81</u>	<u>(479.81)</u>	<u>.00</u>
	TOTAL MISCELLANEOUS REVENUE	<u>.00</u>	<u>479.81</u>	<u>479.81</u>	<u>(479.81)</u>	<u>.00</u>
	TOTAL FUND REVENUE	<u>110,100.00</u>	<u>110,579.81</u>	<u>110,579.81</u>	<u>(479.81)</u>	<u>100.44</u>

CITY OF INDEPENDENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

DEBT SERV PUB SAF BLD 01 FUND

	YTD BUDGET	CURRENT PERIOD	YTD ACTUAL	VARIANCE	% OF BUDGET
<u>DEBT SERVICE-PUB SAFE BLDG</u>					
309-47000-601 BOND PRINCIPLE	85,000.00	.00	.00	85,000.00	.00
309-47000-611 BOND INTEREST	19,800.00	9,900.00	9,900.00	9,900.00	50.00
309-47000-620 AGENCY FEE	570.00	1,000.00	1,000.00	(430.00)	175.44
 TOTAL DEBT SERVICE-PUB SAFE BLDG	 105,370.00	 10,900.00	 10,900.00	 94,470.00	 10.34
 TOTAL FUND EXPENDITURES	 105,370.00	 10,900.00	 10,900.00	 94,470.00	 10.34
 NET REVENUES OVER EXPENDITURES	 4,730.00	 99,679.81	 99,679.81	 (94,949.81)	 2,107.40
 NET REVENUES OVER EXPENDITURES	 .00	 .00	 .00	 .00	 .00

CITY OF INDEPENDENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

DRAKE DR. ROAD IMPROVEMENT

	YTD BUDGET	CURRENT PERIOD	YTD ACTUAL	VARIANCE	% OF BUDGET
<u>MISCELLANEOUS REVENUE</u>					
311-36210-000 INTEREST EARNINGS	.00	71.31	71.31	(71.31)	.00
TOTAL MISCELLANEOUS REVENUE	.00	71.31	71.31	(71.31)	.00
TOTAL FUND REVENUE	.00	71.31	71.31	(71.31)	.00

CITY OF INDEPENDENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

DRAKE DR. ROAD IMPROVEMENT

		<u>YTD BUDGET</u>	<u>CURRENT PERIOD</u>	<u>YTD ACTUAL</u>	<u>VARIANCE</u>	<u>% OF BUDGET</u>
	<u>PRINCIPLE & INTEREST</u>					
311-47000-601	BOND PRINCIPLE	40,000.00	40,000.00	40,000.00	.00	100.00
311-47000-611	BOND INTEREST	790.00	790.00	790.00	.00	100.00
	TOTAL PRINCIPLE & INTEREST	<u>40,790.00</u>	<u>40,790.00</u>	<u>40,790.00</u>	<u>.00</u>	<u>100.00</u>
	TOTAL FUND EXPENDITURES	<u>40,790.00</u>	<u>40,790.00</u>	<u>40,790.00</u>	<u>.00</u>	<u>100.00</u>
	NET REVENUES OVER EXPENDITURES	<u>(40,790.00)</u>	<u>(40,718.69)</u>	<u>(40,718.69)</u>	<u>(71.31)</u>	<u>(99.83)</u>

CITY OF INDEPENDENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

GEO CERT. 2007 A

	YTD BUDGET	CURRENT PERIOD	YTD ACTUAL	VARIANCE	% OF BUDGET
<u>MISCELLANEOUS REVENUE</u>					
312-36210-000 INTEREST EARNINGS	.00	216.58	216.58 (	216.58)	.00
TOTAL MISCELLANEOUS REVENUE	.00	216.58	216.58 (	216.58)	.00
TOTAL FUND REVENUE	.00	216.58	216.58 (	216.58)	.00

CITY OF INDEPENDENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

GEO CERT. 2007 A

		YTD BUDGET	CURRENT PERIOD	YTD ACTUAL	VARIANCE	% OF BUDGET
	<u>PRINCIPLE & INTEREST</u>					
312-47000-601	PRINCIPLE	50,000.00	50,000.00	50,000.00	.00	100.00
312-47000-611	INTEREST EXPENSE (LOAN)	988.00	987.50	987.50	.50	99.95
	TOTAL PRINCIPLE & INTEREST	50,988.00	50,987.50	50,987.50	.50	100.00
	TOTAL FUND EXPENDITURES	50,988.00	50,987.50	50,987.50	.50	100.00
	NET REVENUES OVER EXPENDITURES	(50,988.00)	(50,770.92)	(50,770.92)	(217.08)	(99.57)
	NET REVENUES OVER EXPENDITURES	.00	.00	.00	.00	.00
	NET REVENUES OVER EXPENDITURES	.00	.00	.00	.00	.00
	NET REVENUES OVER EXPENDITURES	.00	.00	.00	.00	.00
	NET REVENUES OVER EXPENDITURES	.00	.00	.00	.00	.00
	NET REVENUES OVER EXPENDITURES	.00	.00	.00	.00	.00
	NET REVENUES OVER EXPENDITURES	.00	.00	.00	.00	.00
	NET REVENUES OVER EXPENDITURES	.00	.00	.00	.00	.00
	NET REVENUES OVER EXPENDITURES	.00	.00	.00	.00	.00
	NET REVENUES OVER EXPENDITURES	.00	.00	.00	.00	.00
	NET REVENUES OVER EXPENDITURES	.00	.00	.00	.00	.00

CITY OF INDEPENDENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

FUND 414

		YTD BUDGET	CURRENT PERIOD	YTD ACTUAL	VARIANCE	% OF BUDGET
<u>SOURCE 31</u>						
414-31010-000	AD VALOREM TAXES	178,619.00	178,619.00	178,619.00	.00	100.00
	TOTAL SOURCE 31	178,619.00	178,619.00	178,619.00	.00	100.00
<u>SOURCE 36</u>						
414-36210-000	INTEREST EARNINGS	.00	2,009.69	2,009.69	(2,009.69)	.00
	TOTAL SOURCE 36	.00	2,009.69	2,009.69	(2,009.69)	.00
	TOTAL FUND REVENUE	178,619.00	180,628.69	180,628.69	(2,009.69)	101.13

CITY OF INDEPENDENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

FUND 414

	YTD BUDGET	CURRENT PERIOD	YTD ACTUAL	VARIANCE	% OF BUDGET
<u>DEPT 121</u>					
414-43121-226 BLACKTOP MAINTENANCE	.00	60,054.96	60,054.96 (	60,054.96)	.00
414-43121-303 ENGINEERING	.00 (	37,903.51 ) (	37,903.51)	37,903.51	.00
414-43121-611 INTEREST EXPENSE	.00	29,556.88	29,556.88 (	29,556.88)	.00
414-43121-620 AGENCY FEES	.00	450.00	450.00 (	450.00)	.00
TOTAL DEPT 121	.00	52,158.33	52,158.33 (	52,158.33)	.00
TOTAL FUND EXPENDITURES	.00	52,158.33	52,158.33 (	52,158.33)	.00
NET REVENUES OVER EXPENDITURES	178,619.00	128,470.36	128,470.36	50,148.64	71.92

CITY OF INDEPENDENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

PARK FUND

	YTD BUDGET	CURRENT PERIOD	YTD ACTUAL	VARIANCE	% OF BUDGET
<u>PUBLIC CHARGES FOR SERVICE</u>					
501-34780-000 PARK DEDICATION FEES	.00	3,500.00	3,500.00 (	3,500.00)	.00
TOTAL PUBLIC CHARGES FOR SERVICE	.00	3,500.00	3,500.00 (	3,500.00)	.00
<u>MISCELLANEOUS REVENUE</u>					
501-36210-000 INTEREST EARNINGS	.00	.36	.36 (	.36)	.00
501-36230-000 MISC.CONTRIBUTIONS/DONATIONS	.00	1,304.06	1,304.06 (	1,304.06)	.00
TOTAL MISCELLANEOUS REVENUE	.00	1,304.42	1,304.42 (	1,304.42)	.00
TOTAL FUND REVENUE	.00	4,804.42	4,804.42 (	4,804.42)	.00
NET REVENUES OVER EXPENDITURES	.00	4,804.42	4,804.42 (	4,804.42)	.00

CITY OF INDEPENDENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

SEWER FUND

		YTD BUDGET	CURRENT PERIOD	YTD ACTUAL	VARIANCE	% OF BUDGET
	<u>TAXES</u>					
602-31010-000	AD VALOREM TAXES	15,010.00	15,010.00	15,010.00	.00	100.00
	TOTAL TAXES	15,010.00	15,010.00	15,010.00	.00	100.00
	<u>PUBLIC CHARGES FOR SERVICE</u>					
602-34408-000	USER AVAIL. CHG. (\$112.54 YR)	.00	3,316.41	3,316.41	(3,316.41)	.00
	TOTAL PUBLIC CHARGES FOR SERVICE	.00	3,316.41	3,316.41	(3,316.41)	.00
	<u>MISCELLANEOUS REVENUE</u>					
602-36101-000	SPECIAL ASSESS/INT (CTY. PYMT)	.00	57,209.60	57,209.60	(57,209.60)	.00
602-36210-000	SEWER FUND INTEREST	.00	270.35	270.35	(270.35)	.00
	TOTAL MISCELLANEOUS REVENUE	.00	57,479.95	57,479.95	(57,479.95)	.00
	<u>SPECIAL FUND ACTIVITY</u>					
602-37200-210	COLLECTION&GRAVITY LINE	.00	111,265.44	111,265.44	(111,265.44)	.00
602-37200-220	RESIDENTIAL CLUSTER	.00	688.50	688.50	(688.50)	.00
602-37200-250	COMMERCIAL	.00	8,656.73	8,656.73	(8,656.73)	.00
602-37200-270	DEL UTILITIES - CITY PYMT	.00	2,201.68	2,201.68	(2,201.68)	.00
	TOTAL SPECIAL FUND ACTIVITY	.00	122,812.35	122,812.35	(122,812.35)	.00
	TOTAL FUND REVENUE	15,010.00	198,618.71	198,618.71	(183,608.71)	1,323.24

CITY OF INDEPENDENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

SEWER FUND

	YTD BUDGET	CURRENT PERIOD	YTD ACTUAL	VARIANCE	% OF BUDGET
<u>SEWER EXPENSE COLLECTION</u>					
602-49450-101 WAGES (FULL-TIME)	57,350.00	42,604.02	42,604.02	14,745.98	74.29
602-49450-121 PERA	4,620.00	3,603.52	3,603.52	1,016.48	78.00
602-49450-122 FICA/MEDICARE	4,710.00	3,663.26	3,663.26	1,046.74	77.78
602-49450-131 CITY PAID BENEFIT ALLOWANCE	15,350.00	7,061.01	7,061.01	8,288.99	46.00
602-49450-200 OFFICE SUPPLIES	770.00	357.05	357.05	412.95	46.37
602-49450-210 OPERATING SUPPLIES	1,030.00	216.04	216.04	813.96	20.97
602-49450-240 SMALL TOOLS & MINOR EQUIPMENT	520.00	.00	.00	520.00	.00
602-49450-301 AUDITING FEES	500.00	.00	.00	500.00	.00
602-49450-302 PROFESSIONAL SERVICES	10,500.00	1,127.59	1,127.59	9,372.41	10.74
602-49450-303 ENGINEERING FEES	1,030.00	6,253.83	6,253.83 (	5,223.83)	607.17
602-49450-304 LEGAL	1,030.00	.00	.00	1,030.00	.00
602-49450-310 OTHER CONSULTING EXPENSE	1,030.00	.00	.00	1,030.00	.00
602-49450-322 POSTAGE	310.00	.00	.00	310.00	.00
602-49450-331 CONFER.TRAVEL EXP./DUES/SUBSCR	770.00	45.00	45.00	725.00	5.84
602-49450-360 INSURANCE	3,190.00	2,871.28	2,871.28	318.72	90.01
602-49450-375 CLAIM DEDUCTIBLE	520.00	.00	.00	520.00	.00
602-49450-380 UTILITIES	20,600.00	19,165.94	19,165.94	1,434.06	93.04
602-49450-401 MAINT.& REPAIR (BLDGS./SYSTEM)	20,600.00	42,944.15	42,944.15 (	22,344.15)	208.47
602-49450-404 CIVIC MAINT. CONTRACT	720.00	667.42	667.42	52.58	92.70
602-49450-405 MISCELLANEOUS	1,550.00	7,500.00	7,500.00 (	5,950.00)	483.87
602-49450-406 METRO COUNCIL-ENVIRON.(SER.CH)	25,750.00	23,044.16	23,044.16	2,705.84	89.49
602-49450-410 SAC CHARGES	41,200.00	.00	.00	41,200.00	.00
602-49450-417 LICENSES & PERMITS	100.00	.00	.00	100.00	.00
602-49450-420 DEPRECIATION	123,600.00	92,700.00	92,700.00	30,900.00	75.00
602-49450-560 CAPITAL OUTLAY (COMP.)	520.00	.00	.00	520.00	.00
602-49450-570 CAPITAL OUTLAY (PROJECT COST)	20,600.00	.00	.00	20,600.00	.00
602-49450-601 BOND PRINCIPAL	75,000.00	70,000.00	70,000.00	5,000.00	93.33
602-49450-611 BOND INTEREST	20,491.00	22,457.50	22,457.50 (	1,966.50)	109.60
602-49450-620 AGENCY FEES	1,030.00	450.00	450.00	580.00	43.69
TOTAL SEWER EXPENSE COLLECTION	454,991.00	346,731.77	346,731.77	108,259.23	76.21
TOTAL FUND EXPENDITURES	454,991.00	346,731.77	346,731.77	108,259.23	76.21
NET REVENUES OVER EXPENDITURES	(439,981.00)	(148,113.06)	(148,113.06)	(291,867.94)	(33.66)

CITY OF INDEPENDENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

BUILDINGS CAPITAL IMPRMT FUND

	YTD BUDGET	CURRENT PERIOD	YTD ACTUAL	VARIANCE	% OF BUDGET
<u>MISCELLANEOUS REVENUE</u>					
801-36210-000 INTEREST EARNED	.00	525.32	525.32 (	525.32)	.00
TOTAL MISCELLANEOUS REVENUE	.00	525.32	525.32 (	525.32)	.00
TOTAL FUND REVENUE	.00	525.32	525.32 (	525.32)	.00

CITY OF INDEPENDENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

BUILDINGS CAPITAL IMPRMT FUND

	YTD BUDGET	CURRENT PERIOD	YTD ACTUAL	VARIANCE	% OF BUDGET
<u>MISCELLANEOUS EXPENSES</u>					
801-49950-580 CAPITAL OUTLAY (CONSTR COSTS)	.00	11,673.97	11,673.97	(11,673.97)	.00
TOTAL MISCELLANEOUS EXPENSES	.00	11,673.97	11,673.97	(11,673.97)	.00
TOTAL FUND EXPENDITURES	.00	11,673.97	11,673.97	(11,673.97)	.00
NET REVENUES OVER EXPENDITURES	.00	(11,148.65)	(11,148.65)	11,148.65	.00

CITY OF INDEPENDENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

ROAD CAPITAL IMPROVEMENTS FUND

	YTD BUDGET	CURRENT PERIOD	YTD ACTUAL	VARIANCE	% OF BUDGET
<u>MISCELLANEOUS REVENUE</u>					
802-36210-000 INTEREST EARNED	.00	59.30	59.30 (	59.30)	.00
TOTAL MISCELLANEOUS REVENUE	.00	59.30	59.30 (	59.30)	.00
TOTAL FUND REVENUE	.00	59.30	59.30 (	59.30)	.00
NET REVENUES OVER EXPENDITURES	.00	59.30	59.30 (	59.30)	.00

CITY OF INDEPENDENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

EQUIPMENT CAPITAL IMP FUND

		YTD BUDGET	CURRENT PERIOD	YTD ACTUAL	VARIANCE	% OF BUDGET
	<u>MISCELLANEOUS REVENUE</u>					
803-36210-000	EQUIPMENT, INTEREST	.00	16.39	16.39	(16.39)	.00
	TOTAL MISCELLANEOUS REVENUE	.00	16.39	16.39	(16.39)	.00
	<u>OTHER FINANCING SOURCES</u>					
803-39201-000	TRANSFERS IN	.00	100,000.00	100,000.00	(100,000.00)	.00
	TOTAL OTHER FINANCING SOURCES	.00	100,000.00	100,000.00	(100,000.00)	.00
	TOTAL FUND REVENUE	.00	100,016.39	100,016.39	(100,016.39)	.00
	NET REVENUES OVER EXPENDITURES	.00	100,016.39	100,016.39	(100,016.39)	.00

CITY OF INDEPENDENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

ADMIN. CAPITAL FUND

		YTD BUDGET	CURRENT PERIOD	YTD ACTUAL	VARIANCE	% OF BUDGET
	<u>MISCELLANEOUS REVENUE</u>					
804-34108-000	ADMINISTRATIVE CHARGES/REIMBUR	.00	40,837.50	40,837.50	(40,837.50)	.00
	TOTAL MISCELLANEOUS REVENUE	.00	40,837.50	40,837.50	(40,837.50)	.00
	<u>MISCELLANEOUS REVENUE</u>					
804-36210-000	CAPITAL, WHPS - INTEREST	.00	56.74	56.74	(56.74)	.00
	TOTAL MISCELLANEOUS REVENUE	.00	56.74	56.74	(56.74)	.00
	TOTAL FUND REVENUE	.00	40,894.24	40,894.24	(40,894.24)	.00
	NET REVENUES OVER EXPENDITURES	.00	40,894.24	40,894.24	(40,894.24)	.00
	NET REVENUES OVER EXPENDITURES	.00	.00	.00	.00	.00

CITY OF INDEPENDENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

CITY PROJECTS FUND

	YTD BUDGET	CURRENT PERIOD	YTD ACTUAL	VARIANCE	% OF BUDGET
<u>OTHER FINANCING SOURCES</u>					
806-36210-000 INTEREST EARNINGS	.00	792.70	792.70	(792.70)	.00
806-36230-000 MISC. CONTRIB./REFUND	(693,500.00)	.00	.00	(693,500.00)	.00
TOTAL OTHER FINANCING SOURCES	<u>(693,500.00)</u>	<u>792.70</u>	<u>792.70</u>	<u>(694,292.70)</u>	<u>.11</u>
 TOTAL FUND REVENUE	 <u>(693,500.00)</u>	 <u>792.70</u>	 <u>792.70</u>	 <u>(694,292.70)</u>	 <u>.11</u>
 NET REVENUES OVER EXPENDITURES	 <u>(693,500.00)</u>	 <u>792.70</u>	 <u>792.70</u>	 <u>(694,292.70)</u>	 <u>.11</u>

City of Independence
Consideration of Annual City Appointments

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: January 10, 2017

Discussion:

Each year the City selects Council Members, consultants and staff to serve the City and fill roles supporting boards and commissions. The Council has the discretion to make appointments as necessary. The various positions are identified on the attached schedule. Staff is seeking Council direction relating to all official City Council appointments.

Requested Action:

It is recommended that the City Council discuss and approve the official 2017 appointments.

ATTACHMENTS: Appointment Schedule

City of Independence Appointments for 2017

Acting Mayor	Councilor
Assessor	Hennepin County, Melissa Potter
Weed Inspector	PW Director Larry Ende
Assn. of Metro Municipalities	Mayor Johnson
Attorney, Civil	Kennedy & Graven
Attorney, Criminal	Carson, Clelland & Schreder
Auditor	Clifton Larson Allen
Civil Defense Director	WHPS Director Gary Kroells
Dog Pound	Crossroads Animal Shelter
Engineer	MSA Professional Services, Brian Miller/Steve Winter
Fire Department Advisory Boards - Maple Plain FD	Mayor Johnson, Councilor Betts, City Admin Kaltsas
- Delano FD	Mayor Johnson, Councilor , City Admin Kaltsas
- Loretto FD	Mayor Johnson, Councilor , City Admin Kaltsas
Fire Marshall	Building Official Bruce Satek
Hennepin County Recycling Comm	Admin Asst Beth Horner
Highway 55 Coalition	Mayor Johnson
Highway 12 Coalition	Mayor Johnson, Councilor Betts
HRA	Mayor Johnson, Councilors Betts, Spencer, McCoy and Grotting
Lake Minnetonka Cable Commission	Councilor , Jim Lundberg
Minnehaha Watershed	Mayor Johnson
Newspaper	Crow River News, Pioneer, and Delano Herald
Northwest Hennepin League	Mayor Johnson, Councilors Betts, Spencer, McCoy, Grotting and City Admin Kaltsas
Official Depository	Bank of Maple Plain, Northland Securities, Ehlers & Assoc., League of MN Cities
Pioneer Sarah Watershed	Joe Baker, Alt. Brad Spencer
Planner	Terramark - Mark Kaltsas
Planning Commission Liaison	Councilor
Public Works Road Liasion	Councilor Spencer
Water Resource Staff	Hakanson/Anderson – Kaci Fisher, Shane Nelson and Craig Jochum
West Hennepin Police Commission	Mayor Johnson, Councilor Betts

If a Councilmember is unable to attend a meeting another Councilmember can go in their place as the representative.