



CITY COUNCIL MEETING AGENDA
TUESDAY JUNE 6, 2023

CITY COUNCIL MEETING TIME: 6:30 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call

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

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

- a. Approval of City Council Minutes from the May 16, 2023, Regular City Council Meeting.
 - b. Approval of Accounts Payable (Batch # 1; Checks Numbered 22050-22059 and Batch # 2; Checks Numbered 22060-22075 and Batch # 3; Checks Numbered 22076-22084).
 - c. Large Assembly Permits:
 - i. Reception – 5280 Lake Sarah Heights. Dr. on June 24, 2023
 - d. First Quarter Financial Report – ABDO (For Council Information Only)
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. Copeland Road Feasibility Study Discussion.
 8. BohLand Development (Applicant) and BohLand BridgeVine LLC (Owner) requests that the City consider the following action for the properties generally located at 2236 South Lake Shore Drive, Independence, MN (PID No's. 24-118-24-14-0005, 24-118-24-11-0009 and 24-118-24-11-0012):
 - a. **ORDINANCE No. 2023-01** – Considering an ordinance amendment to allow planned unit developments as a conditional use in the Rural Residential Zoning District.
 - b. **RESOLUTION No. 23-0606-01** - Considering a conditional use permit to allow a planned unit development.

- c. **RESOLUTION No. 23-0606-02** - Considering approval of a final plat and development agreement for the proposed subdivision of the property into 28 single-family lots with a minimum lot size of 1 acre.
 - d. **ORDINANCE No. 2023-03** – Considering establishment of the BridgeVine Storm Sewer Improvement Tax District.
- 9. Request Approval of Funds Transfer as Recommended to Close Project Funding Accounts.
 - a. **RESOLUTION No. 23-0606-02** – Considering an amendment to the City’s Employee Handbook based on recent legislative approvals.
- 10. Open/Misc.
- 11. Adjourn.

MINUTES OF A REGULAR MEETING OF
THE INDEPENDENCE CITY COUNCIL
TUESDAY, MAY 16, 2023 – 6:30 P.M.
City Hall Chambers

1. CALL TO ORDER.

Pursuant to due call and notice thereof, a regular meeting of the Independence City Council was called to order by Mayor Johnson at 6:30 p.m.

2. PLEDGE OF ALLEGIANCE.

Mayor Johnson led the group in the Pledge of Allegiance.

3. ROLL CALL

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

ABSENT: None.

STAFF: City Administrator Kaltsas, City Administrative Director Simon, and WHPS Chief Kroells

VISITORS: JP Story, Robert Gardner, Steve Bohl.

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 May 2, 2023, Regular City Council Meeting.
- b. Approval of Accounts Payable (Batch # 1; Checks Numbered 22003-22017 and Batch # 2; Checks Numbered 22034-22049).
- c. Large Assembly Permits:
 - i. Polo Match (This Old Horse, Inc.) - 6755 Turner Road on August 8, 2023
 - ii. Open House – 5675 Koch’s Crossing on May 27, 2023

Motion by Spencer, seconded by McCoy to approve the Consent Agenda. Ayes: Johnson, Betts, McCoy and Spencer. Nays: None. Absent: None. Abstain. None. MOTION DECLARED CARRIED. 5-0

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

6. REPORTS OF BOARDS AND COMMITTEES BY COUNCIL AND STAFF

Spencer attended the following meetings:

- Hwy 12 Safety Coalition
- Spring Clean-Up Day
- LMCC

Grotting attended the following meetings:

- Represented Independence at Medina meeting a couple months ago

Betts attended the following meetings:

- Fire Commission
- Chamber Meeting

McCoy attended the following meetings:

- Fire Commission
- District Fire Meeting

Johnson attended the following meetings:

- District Fire Meeting
- LMC Retirement Party for Dave Unmacht (Executive Director)
- Hwy 12 Safety Coalition
- National League of Cities – sustainability
- Regional Council of Mayors
- Maple Plain Fire Commission
- Veterans Park Dedication at Rockford
- Orono School Board Meeting
- Regional meeting for TZD
- Orono Healthy Youth
- Northwest League

Kaltsas attended the following meetings:

- Clean Up Day

Simon attended the following meetings:

- Spring Clean Up Day
- Year One Clerk Training

Spencer mentioned that the Spring Clean Up day went well, but there are changes that can be made for next year such as having a clear understanding of when the cutoff time will be for adding cars to the line. He also mentioned that we will need to set up a workshop regarding LMCC to discuss their future.

Johnson also noted that he had a call from the auditor with their required questions regarding fraud. He noted that the audit has begun in the city and we are working with the auditors to get them all the information they need.

7. West Hennepin Public Safety Monthly Report for April 2023 – Chief Gary Kroells.

Johnson moved this item to the beginning of the meeting due to Delano American Legion throwing a “Thank You” dinner for all law enforcement and their families for law enforcement week. Chief Kroells noted that they are fully staffed right now with the addition of an officer. In April they had 1,386 incident complaints. Independence had 287 and Maple Plain had 124.

Chief Kroells mentioned that Sergeant Denneson was at a training in Washington D.C. this past week for National Law Enforcement Memorial week. He was selected and it was well deserved. Sergeant Denneson is in the leadership group.

See full police report.

8. Request Approval of Funds Transfer as Recommended to Close Project Funding Accounts.

- a. **RESOLUTION No. 23-0516-01** – Considering approval of the transfer of funds in accordance with the accountants’ recommendations.

Kaltsas explained that after consulting with the city’s accounting staff, these were a few clean up items and some outstanding funds. He said that some of the bonds had balances and it was recommended from the accountants to close them out. The excess bond proceeds from the street improvement funds were earmarked for the City Hall Project. Some of the excess bond proceeds would also transfer \$25k into the capital equipment fund and another \$25k would go to building capital. He said that this is an end of year clean up for the 2022 in preparation for the auditor.

Motion by Betts, seconded by Grotting to approve RESOLUTION 23-0516-01 for the transfer of funds. Ayes: Johnson, Betts, Grotting, McCoy and Spencer. Nays: None. Absent: None. Abstain. None. MOTION DECLARED CARRIED. 4-0

9. Open/Misc.

10. Adjourn

Motion by Spencer, seconded by McCoy to adjourn the City Council Meeting at 7:08pm. Ayes: Johnson, Betts, Grotting, McCoy and Spencer. Nays: None. Absent: None. Abstain. None. MOTION DECLARED CARRIED. 5-0

Meeting Adjourned.

Respectfully submitted,

Amber Simon, Recording Secretary



1st Quarter Report

City of Independence

Independence, Minnesota

As of March 31, 2023



Edina Office

5201 Eden Avenue, Ste 250

Edina, MN 55436

P 952.835.9090

F 952.835.3261

June 1, 2023

ACCOUNTANT'S COMPILATION REPORT

Honorable Mayor and City Council
City of Independence
Independence, Minnesota

We have compiled the accompanying statement of revenues and expenditures for the General Fund and statements of revenues and expenses for the enterprise funds of the City of Independence as of March 31, 2023 for the quarter then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the 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 Company'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.

Sincerely,

Abdo Financial Solutions

Edina Office

5201 Eden Avenue, Ste 250
Edina, MN 55436
P 952.835.9090
F 952.835.3261

June 1, 2023

Honorable Mayor and City Council
City of Independence
Independence, Minnesota

Dear Honorable Mayor and City Council:

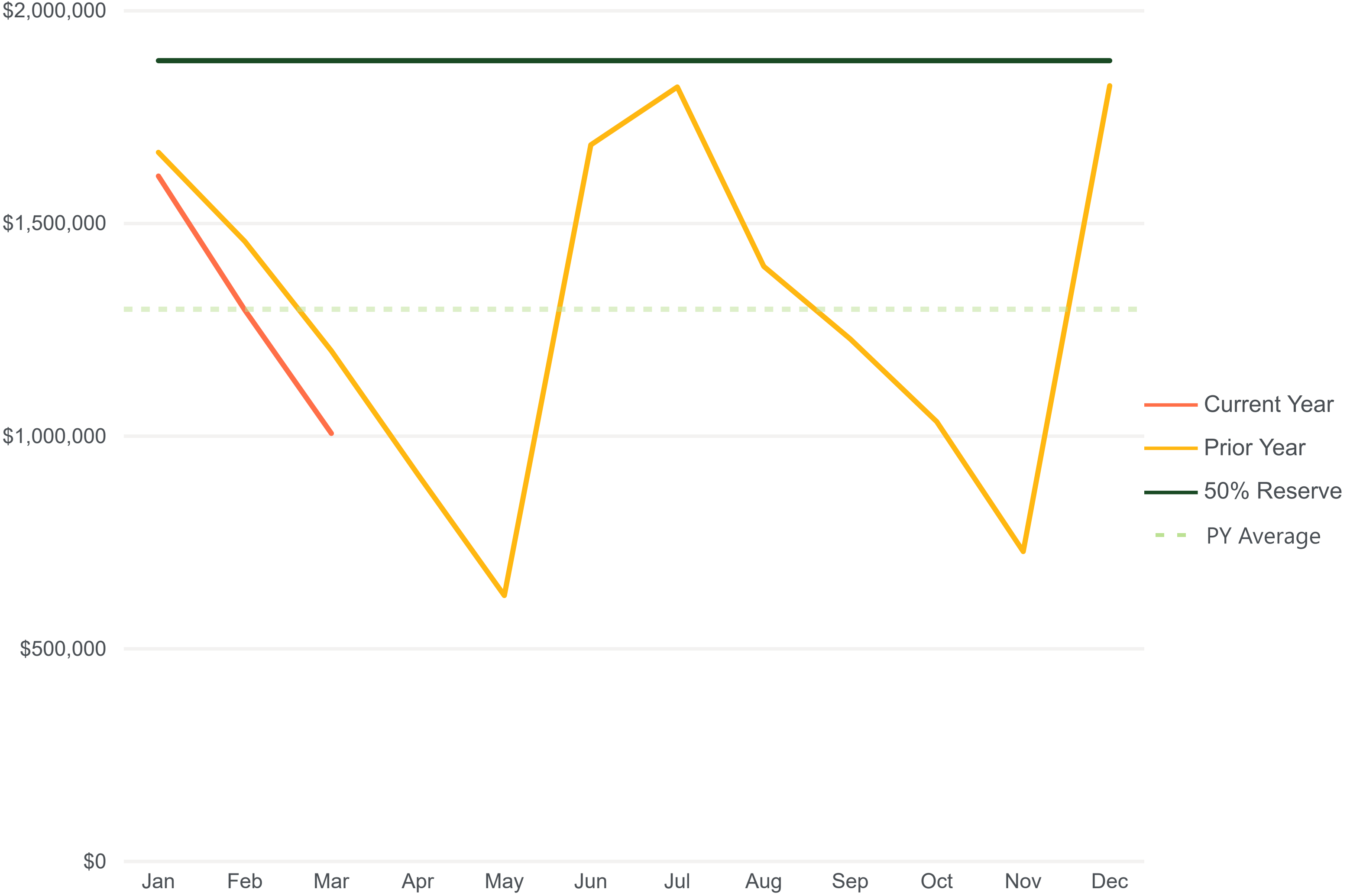
We have reconciled all bank accounts through March 31, 2023 and reviewed activity in all funds. The following is a summary of our observations. All information presented is unaudited.

Cash and Investments

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

	3/31/2023	12/31/2022	Increase/ (Decrease)
Cash with fiscal agent	0	306,995	(306,995)
Checking	146,963	1,726	145,237
Investments	1,614,680	1,599,329	15,351
Savings	904,516	2,156,768	(1,252,252)
Total Cash and Investments	2,666,159	4,064,818	(1,398,659)
	3/31/2023	12/31/2022	Increase/ (Decrease)
Brokered CD	200,000	200,000	0
Checking	146,963	308,721	(161,758)
Money Market	1,414,680	1,399,329	15,351
Savings	904,516	2,156,768	(1,252,252)
Total Investments	2,666,159	4,064,818	(1,398,659)

General Fund Cash Balances



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.

Treasury Yields									
Date	1 mo	3 mo	6 mo	1 yr	2 yr	3 yr	5 yr	7 yr	10 yr
12/31/2017	1.28	1.39	1.53	1.76	1.89	1.98	2.20	2.33	2.40
3/31/2018	1.63	1.73	1.93	2.09	2.27	2.39	2.56	2.68	2.74
6/29/2018	1.77	1.93	2.11	2.33	2.52	2.63	2.73	2.81	2.85
9/28/2018	2.12	2.19	2.36	2.59	2.81	2.88	2.94	3.01	3.05
12/31/2018	2.44	2.45	2.56	2.63	2.48	2.46	2.51	2.59	2.69
3/29/2019	2.44	2.43	2.44	2.39	2.31	2.28	2.31	2.41	2.52
6/28/2019	2.18	2.12	2.09	1.92	1.75	1.71	1.76	1.87	2.00
9/30/2019	1.91	1.88	1.83	1.75	1.63	1.56	1.55	1.62	1.68
12/31/2019	1.48	1.55	1.60	1.59	1.58	1.62	1.69	1.83	1.92
3/31/2020	0.05	0.11	0.15	0.17	0.23	0.29	0.37	0.55	0.70
6/30/2020	0.13	0.16	0.18	0.16	0.16	0.18	0.29	0.49	0.66
9/30/2020	0.08	0.10	0.11	0.12	0.13	0.16	0.28	0.47	0.69
12/31/2020	0.08	0.08	0.09	0.09	0.10	0.13	0.17	0.36	0.65
3/31/2021	0.01	0.01	0.03	0.05	0.07	0.16	0.35	0.92	1.40
6/30/2021	0.05	0.05	0.06	0.07	0.25	0.46	0.87	1.21	1.45
9/30/2021	0.07	0.04	0.05	0.09	0.28	0.53	0.98	1.32	1.52
12/31/2021	0.06	0.06	0.19	0.39	0.73	0.97	1.26	1.44	1.52
3/31/2022	0.17	0.52	1.06	1.63	2.28	2.45	2.42	2.40	2.32
6/30/2022	1.28	1.72	2.51	2.80	2.92	2.99	3.01	3.04	2.98
9/30/2022	2.79	3.33	3.92	4.05	4.22	4.25	4.06	3.97	3.83
12/30/2022	4.12	4.42	4.76	4.73	4.41	4.22	3.99	3.96	3.88
3/31/2023	4.74	4.85	4.94	4.64	4.06	3.81	3.60	3.55	3.48

* * * * *

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,

ABDO FINANCIAL SOLUTIONS

City of Independence, Minnesota
Unaudited Cash Balances by Fund
December 31, 2022 and March 31, 2023

	PY Quarter Balance	PY Ending Balance	Quarter Ending Balance	YTD Change	YTD % Change	
▲						
⊕ General	1,198,586	1,791,870	1,004,486	(787,384)	(43.9%)	①
⊕ Water Resource Department	20,759	75,375	26,162	(49,213)	(65.3%)	②
⊕ Covid Relief Fund	154,359	293,372	263,069	(30,303)	(10.3%)	③
⊕ Lawful Gambling Fund	7,911	9,271	10,177	906	9.8%	
⊕ 2006A GO Capital Improvement Bonds	71,044	0	518	518	0.0%	
⊕ Drake Drive Road Improvement	1,010	0	7	7	0.0%	
⊕ 2007 Equipment Certificate	33	0	0	0	0.0%	
⊕ 2015A G.O. Bond	37,964	208,955	47,288	(161,667)	(77.4%)	④
⊕ 2020A G.O. Bond	81,913	87,856	12,449	(75,407)	(85.8%)	⑤
⊕ Building Capital	103,105	103,967	104,718	750	0.7%	
⊕ Road Capital Improvement	61,532	196,201	196,650	449	0.2%	
⊕ Equipment Capital Improvement	188,735	314,389	341,432	27,042	8.6%	⑥
⊕ Administrative Capital	83,622	84,501	85,111	610	0.7%	
⊕ Park	150,974	201,787	203,244	1,457	0.7%	
⊕ 2015 Street Improvement	36,980	37,369	37,639	270	0.7%	
⊕ 2020 Street Improvement	227,569	199,620	199,620	0	0.0%	
⊕ City Hall Remodel	347,277	6,825	(212,163)	(218,988)	(3,208.5%)	⑦
⊕ City Projects Agency Fund	69,018	20,632	(52,174)	(72,805)	(352.9%)	⑧
⊕ Sewer	311,867	432,827	397,925	(34,901)	(8.1%)	⑨
⊕ City Projects	0	0	0	0	0.0%	
Total	3,154,260	4,064,818	2,666,159	(1,398,659)		

Explanation of Items Percentage Received/Expended Less than 80% or Greater than 120% and \$ Variance
Greater than \$25,000.

Number	Comment
▲	
①	The decrease is an expected result from the excess of expenditures over revenues which is the typical cash flow pattern of the City. Additional detail can be obtained in the Statement of Revenues and Expenditures.
②	Decrease due to Pioneer-Sarah Creek 2023 Member Operating & CIP Assessment costs.
③	Variance due to budgeted transfers from ARPA funds to general fund in the amount of \$30,000.
④	Decrease due to 2015A bond payment for principal and interest.
⑤	Decrease due to 2020A bond payment for principal and interest.
⑥	Increase due to transfers from the general fund.
⑦	Costs will be covered by future transfers from the general fund.
⑧	Decrease due to several new projects in 2023. Notably, payments made to Hakanson Anderson in the amount of \$21,542 and to Bolten & Menk in the amount of \$35,550.
⑨	Decrease due to 2010A bond payment for principal and interest.

City of Independence, Minnesota
Statement of Revenues and Expenditures -
Budget and Actual -
General Fund (Unaudited)
For the Three Months Ended March 31, 2023

	Annual Budget	YTD Budget	YTD Actual	Variance	Percent of YTD Budget Received or Expended		
▲							
▣ Revenues							
⊕ Taxes	3,313,823	828,456	0	(828,456)	0.0%	↓	①
⊕ Licenses and permits	205,923	51,481	55,894	4,414	108.6%	→	
⊕ Intergovernmental	117,700	29,425	0	(29,425)	0.0%	↓	②
⊕ Charges for services	43,208	10,802	6,660	(4,142)	61.7%	↓	
⊕ Fines and forfeitures	35,127	8,782	2,149	(6,633)	24.5%	↓	
⊕ Miscellaneous revenue	8,399	2,100	16,155	14,055	769.4%	↑	③
Total	3,724,180	931,045	80,859	(850,186)	8.7%	↓	
▣ Expenditures							
⊕ Legislative	(26,738)	(6,685)	(4,163)	2,521	62.3%	↑	
⊕ Election	(5,224)	(1,306)	0	1,306	0.0%	↑	
⊕ City Clerk/finance	(608,610)	(152,153)	(122,632)	29,521	80.6%	↑	④
⊕ Legal services	(40,515)	(10,129)	(4,079)	6,050	40.3%	↑	
⊕ Planning and zoning	(46,841)	(11,710)	(6,317)	5,393	53.9%	↑	
⊕ General government building	(46,927)	(11,732)	(14,173)	(2,441)	120.8%	↓	
⊕ Public safety	(1,902,324)	(475,581)	(729,145)	(253,564)	153.3%	↓	⑤
⊕ Building inspector	(140,209)	(35,052)	(28,665)	6,388	81.8%	↑	
⊕ Public works	(733,773)	(183,443)	(120,542)	62,901	65.7%	↑	⑥
⊕ Solid waste	(84,793)	(21,198)	(12,300)	8,898	58.0%	↑	
⊕ Recreation/community	(8,146)	(2,037)	0	2,037	0.0%	↑	
⊕ Park maintenance	(14,879)	(3,720)	0	3,720	0.0%	↑	
⊕ Insurance	(2,846)	(712)	0	712	0.0%	↑	
Total	(3,661,825)	(915,456)	(1,042,015)	(126,559)	113.8%	↓	
▣ Other Financing Sources (Uses)							
⊕ Transfers In	37,500	9,375	30,000	20,625	320.0%	↑	
⊕ Transfers Out	(99,855)	(24,964)	(24,964)	0	100.0%	→	
Total	(62,355)	(15,589)	5,036	20,625	(32.3%)	↓	
Total	0	0	(956,120)	(956,120)		→	

Explanation of Items Percentage Received/Expended Less than 80% or
Greater than 120% and \$ Variance Greater than \$10,000.

Number	Comment
①	Taxes are paid 40% in June, 30% in July and the remainder are paid in December and January.
②	Variance due to intergovernmental aid not received yet.
③	Increase due to more interest received than anticipated.
④	Variance due to lower consulting costs and assessor's fees in Quarter 1.
⑤	Variance due to lump sum payment to WHPS in the amount of \$45,924 for the purchase of 2 new squad cars and police contract payments.
⑥	Variance due to road improvements costs that have not started.

City of Independence, Minnesota
Schedule of Investments
For the Month Ending
March 31, 2023

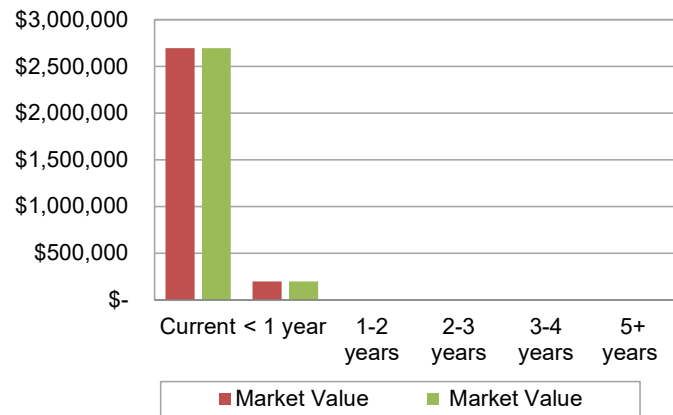
ATTACHMENT C

Identification (CUSIP or Acct #)	Institution	Description	Type	Market Value 1/1/2023	Deposits - Purchases	Expenditures - Sales	Transfers	Interest	Unadjusted Market Value 3/31/2023	Market Value 3/31/2023	Unrealized Gain / Loss
30074	Bank of Maple Plain	Checking	Checking	\$ 503,170.56	\$ 171,247.41	\$ (1,626,933.64)	\$ 1,326,500.00	\$ 498.49	\$ 374,482.82	\$ 374,482.82	\$ -
00440022	Bank of Maple Plain	Savings	Savings	2,156,767.58	69,862.02	-	(1,326,500.00)	4,386.54	904,516.14	904,516.14	-
				2,659,938.14	241,109.43	(1,626,933.64)	-	4,885.03	1,278,998.96	1,278,998.96	-
35461-101	4M	General Account	Money Market	778.30	-	-	-	8.62	786.92	786.92	-
294953-1	4M	TECHNICOLOR CREDIT UNION, CA	Brokered CD	200,000.00	-	-	-	-	200,000.00	200,000.00	-
35461-101	4MP	General Account	Money Market	-	-	-	-	-	-	-	-
35461-201	4M	2020A GO Bond	Money Market	1,398,550.77	-	-	-	15,342.29	1,413,893.06	1,413,893.06	-
35461-201	4MP	2020A GO Bond	Money Market	-	-	-	-	-	-	-	-
				1,599,329.07	-	-	-	15,350.91	1,614,679.98	1,614,679.98	-
Total Cash and Investments				\$ 4,259,267.21	\$ 241,109.43	\$ (1,626,933.64)	\$ -	\$ 20,235.94	\$ 2,893,678.94	\$ 2,893,678.94	\$ -
										Deposits in Transit-GF	\$ -
										Outstanding Checks-GF	(227,519.94)
										Reconciled Balance	<u>\$ 2,666,159.00</u>

City of Independence, Minnesota
Investments
For the Month Ending March 31, 2023

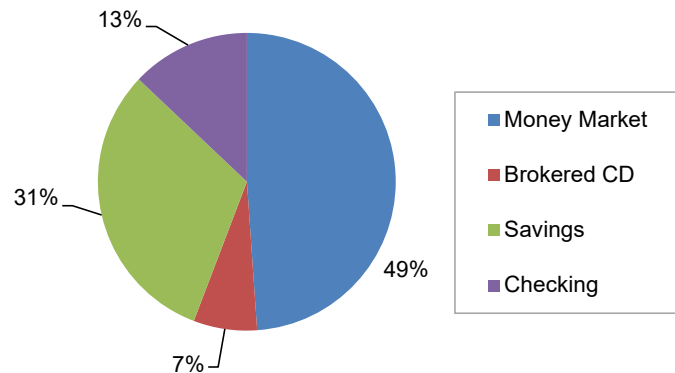
ATTACHMENT C

Maturities



Maturity	Unadjusted Market Value 3/31/2023	Market Value 3/31/2023	Variance 3/31/2023
Current	\$ 2,693,678.94	\$ 2,693,678.94	\$ -
< 1 year	200,000	200,000	-
1-2 years	-	-	-
2-3 years	-	-	-
3-4 years	-	-	-
5+ years	-	-	-
	<u>\$ 2,893,678.94</u>	<u>\$ 2,893,678.94</u>	<u>\$ -</u>

Weighted average Rate of return	0.49%	3/31/2023
Average Maturity (years)	0.074	3/31/2023



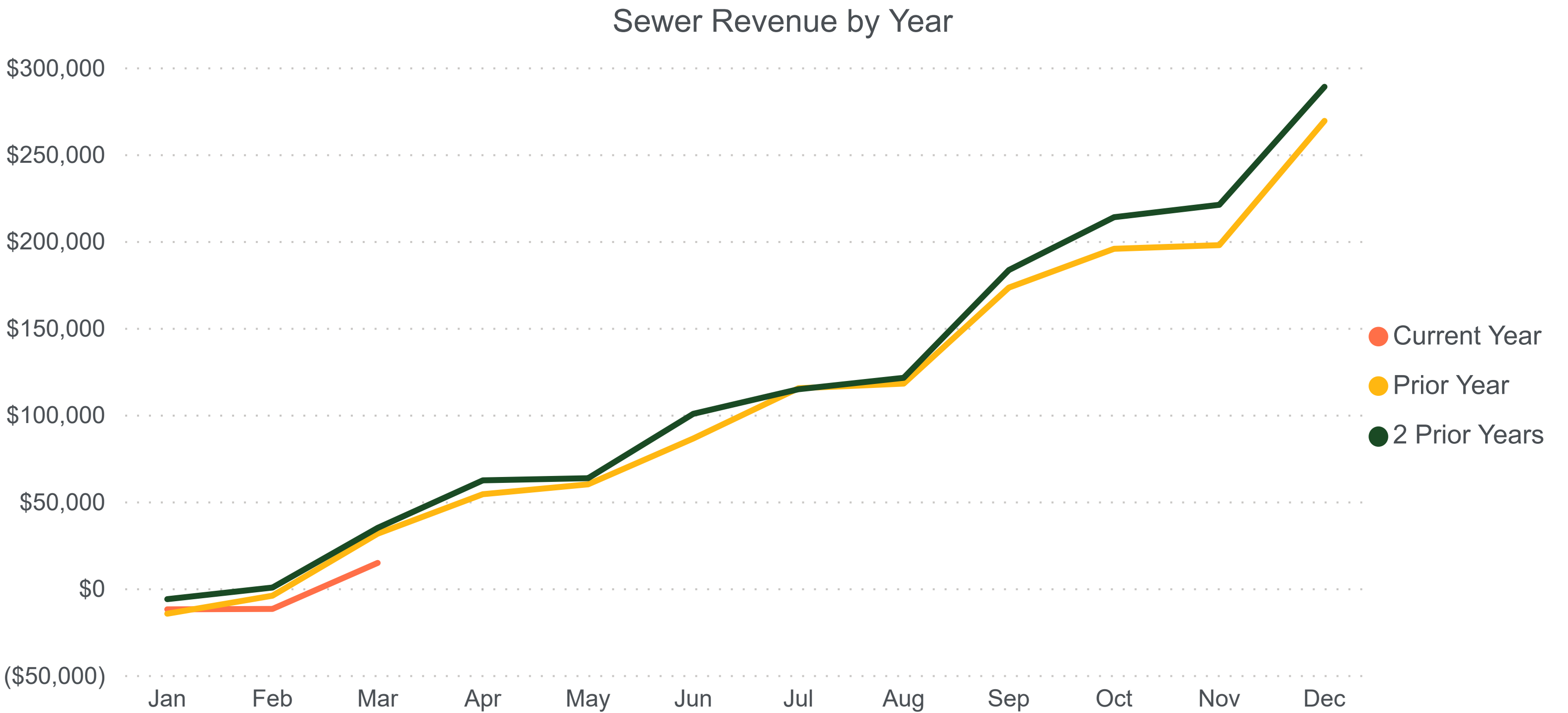
Investment Type	Market Value 3/31/2023
Money Market	\$ 1,414,679.98
Brokered CD	200,000.00
Savings	904,516.14
Checking	374,482.82
	<u>\$ 2,893,678.94</u>

Operating Account

O/S Deposits	\$ -
O/S Checks	(227,519.94)
Reconciled Balance	<u>\$ 2,666,159.00</u>

City of Independence, Minnesota
Statement of Revenues and Expenditures -
Budget and Actual -
Sewer Fund (Unaudited)
For the Three Months Ended March 31, 2023

	PY YTD Balance	YTD Balance	YOY Variance	CY as a Percent of PY	
▲					
[-] Revenues					
+ Charges for services	31,423	14,604	(16,819)	46.5%	①
+ Connection Fees	16,851	0	(16,851)	0.0%	②
+ Interest Income	79	2,910	2,831	3,694.2%	
Total	48,352	17,514	(30,838)	36.2%	
[-] Expenses					
+ Personal Services	(18,067)	(14,058)	4,010	77.8%	
+ Supplies	0	(1,400)	(1,400)	0.0%	
+ Repairs and Maintenance	(210)	0	210	0.0%	
+ Other Services and Charges	(12,987)	(15,844)	(2,857)	122.0%	
+ Insurance	(1,692)	0	1,692	0.0%	
+ Capital Outlay	(7,145)	0	7,145	0.0%	
+ Debt Service	(60,000)	(65,000)	(5,000)	108.3%	
+ Utilities	(8,919)	(5,189)	3,729	58.2%	
+ Depreciation	(32,985)	(32,983)	2	100.0%	
+ Interest Expense	(5,423)	(4,493)	930	82.8%	
Total	(147,428)	(138,967)	8,461	94.3%	
Total	(99,076)	(121,453)	(22,377)		



Explanation of Items Percentage Received/Expended Less than 80%
or Greater than 120% and \$ Variance Greater than \$10,000.

Number Comment

①	Variance due to higher prior year revenue for collection & gravity lines.
②	Variance due to no revenue for sewer connections charges in current year.

CITY OF INDEPENDENCE
ABDO - Revenue by Fund

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Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
100 GENERAL FUND					
R 100-31010 AD VALOREM TAXES	\$3,200,332.00	\$0.00	\$0.00	\$3,200,332.00	0.00%
R 100-31020 DELINQUENT TAXES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-31040 FISCAL DISPARITIES	\$113,491.00	\$0.00	\$0.00	\$113,491.00	0.00%
R 100-32100 BUSINESS LICENSES	\$15,000.00	\$17,940.00	\$17,940.00	-\$2,940.00	119.60%
R 100-32210 BUILDING PERMIT	\$153,573.00	\$20,545.09	\$32,418.27	\$121,154.73	21.11%
R 100-32211 PLAN REVIEW FEES	\$31,500.00	\$5,216.09	\$5,216.09	\$26,283.91	16.56%
R 100-32240 ANIMAL LICENSES	\$600.00	\$0.00	\$20.00	\$580.00	3.33%
R 100-32250 MISC. LICENSES & PER	\$5,250.00	\$100.00	\$300.00	\$4,950.00	5.71%
R 100-33400 STATE GRANT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-33401 LOCAL GOVERNMENT	\$106,500.00	\$0.00	\$0.00	\$106,500.00	0.00%
R 100-33610 CTY. GRANTS & AID (S	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-33620 COUNTY GRANTS & AI	\$11,200.00	\$0.00	\$0.00	\$11,200.00	0.00%
R 100-33630 C.D.B.G./MISC. CREDI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-34103 ZONING/SUBDIVISION	\$12,600.00	\$1,500.00	\$1,500.00	\$11,100.00	11.90%
R 100-34104 WATER/RESOURCE FE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-34105 SALE-MAPS,PUBLICATI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-34107 ASSESSMENT SEARCH	\$158.00	\$25.00	\$50.00	\$108.00	31.65%
R 100-34108 ADMINISTRATIVE CHA	\$29,400.00	\$10,220.00	\$5,110.00	\$24,290.00	17.38%
R 100-34305 PUBLIC WORKS REIMB	\$630.00	\$0.00	\$0.00	\$630.00	0.00%
R 100-34306 BUILDING INSPECTIO	\$420.00	\$0.00	\$0.00	\$420.00	0.00%
R 100-34307 PLANNING/ZONING RE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-34308 LEGAL FEE/REIMB. DE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-34309 ENG. FEE/REIMB. DEV	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-34310 MINNEHAHA WATERSH	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-35000 COURT FINES/DOG IM	\$35,127.00	\$1,741.00	\$2,149.00	\$32,978.00	6.12%
R 100-36100 SPECIAL ASSESS/INT (\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-36210 INTEREST EARNINGS	\$3,149.00	\$3,190.78	\$10,601.66	-\$7,452.66	336.67%
R 100-36220 INSURANCE PREMIUM	\$3,675.00	\$0.00	\$3,387.00	\$288.00	92.16%
R 100-36230 MISC REVENUE/REFUN	\$525.00	\$615.65	\$1,666.52	-\$1,141.52	317.43%
R 100-36231 DONATIONS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-36240 COMMUNITY CENTER	\$1,050.00	\$500.00	\$500.00	\$550.00	47.62%
R 100-36242 PARK RENTAL FEE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-36250 SALES TAX (COLLECT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-36262 Lease Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-39100 SALE OF EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-39101 SALE OF LAND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-39102 COMPENSATION FOR L	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-39200 TRANSFERS IN (GENE	\$37,500.00	\$0.00	\$30,000.00	\$7,500.00	80.00%
R 100-39900 PROCEEDS FROM LEAS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
100 GENERAL FUND	\$3,761,680.00	\$61,593.61	\$110,858.54	\$3,650,821.46	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
200 WATER RESOURCE DEVELOPMENT					
R 200-31010 AD VALOREM TAXES	\$64,418.00	\$0.00	\$0.00	\$64,418.00	0.00%
R 200-31020 DELINQUENT TAXES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 200-31040 FISCAL DISPARITIES	\$3,318.00	\$0.00	\$0.00	\$3,318.00	0.00%
R 200-34103 ZONING/SUBDIVISION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 200-34108 ADMINISTRATIVE CHA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 200-36210 INTEREST EARNINGS	\$0.00	\$40.16	\$117.47	-\$117.47	0.00%
R 200-36230 MISC REVENUE/REFUN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 200-36261 EVENT REVENUES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 200-39200 TRANSFERS IN (GENE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
200 WATER RESOURCE DEVELOPMEN	\$67,736.00	\$40.16	\$117.47	\$67,618.53	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
201 COVID RELIEF FUND					
R 201-33100 FEDERAL GRANT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 201-33400 STATE GRANT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 201-33620 COUNTY GRANTS & AI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 201-39200 TRANSFERS IN (GENE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
201 COVID RELIEF FUND	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
202 LAWFUL GAMBLING FUND					
R 202-36210 INTEREST EARNINGS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 202-36231 DONATIONS	\$0.00	\$722.79	\$906.49	-\$906.49	0.00%
R 202-39201 TRANSFERS IN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
202 LAWFUL GAMBLING FUND	\$0.00	\$722.79	\$906.49	-\$906.49	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
309 DEBT SERV PUB SAF BLD 01					
R 309-31010 AD VALOREM TAXES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 309-36210 INTEREST EARNINGS	\$0.00	\$194.06	\$518.22	-\$518.22	0.00%
309 DEBT SERV PUB SAF BLD 01	\$0.00	\$194.06	\$518.22	-\$518.22	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
311 DRAKE DR. ROAD IMPROVEMENT					
R 311-36210 INTEREST EARNINGS	\$0.00	\$2.76	\$7.37	-\$7.37	0.00%
311 DRAKE DR. ROAD IMPROVEMENT	\$0.00	\$2.76	\$7.37	-\$7.37	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
312 GEO CERT. 2007 A.					
R 312-36210 INTEREST EARNINGS	\$0.00	\$0.09	\$0.24	-\$0.24	0.00%
312 GEO CERT. 2007 A.	\$0.00	\$0.09	\$0.24	-\$0.24	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
314 2015A- GO BOND					
R 314-31010 AD VALOREM TAXES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 314-36210 INTEREST EARNINGS	\$0.00	\$126.91	\$338.90	-\$338.90	0.00%
314 2015A- GO BOND	\$0.00	\$126.91	\$338.90	-\$338.90	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
315 2020A-GO Bond					
R 315-31010 AD VALOREM TAXES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 315-36210 INTEREST EARNINGS	\$0.00	\$33.41	\$89.22	-\$89.22	0.00%
R 315-39310 BOND PROCEEDS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
315 2020A-GO Bond	\$0.00	\$33.41	\$89.22	-\$89.22	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
401 BUILDINGS CAPITAL IMPRMT FUND					
R 401-36210 INTEREST EARNINGS	\$0.00	\$281.03	\$750.49	-\$750.49	0.00%
401 BUILDINGS CAPITAL IMPRMT FU	\$0.00	\$281.03	\$750.49	-\$750.49	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
402 ROAD CAPITAL IMPROVEMENTS FUND					
R 402-36210 INTEREST EARNINGS	\$0.00	\$168.08	\$448.85	-\$448.85	0.00%
R 402-39203 TRANSFER IN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
402 ROAD CAPITAL IMPROVEMENTS	\$0.00	\$168.08	\$448.85	-\$448.85	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
403 EQUIPMENT CAPITAL IMPROVEMENTS					
R 403-36210 INTEREST EARNINGS	\$0.00	\$778.37	\$2,078.63	-\$2,078.63	0.00%
R 403-39200 TRANSFERS IN (GENE	\$0.00	\$8,321.25	\$24,963.75	-\$24,963.75	0.00%
403 EQUIPMENT CAPITAL IMPROVEM	\$0.00	\$9,099.62	\$27,042.38	-\$27,042.38	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
404 ADMIN. CAPITAL FUND					
R 404-36210 INTEREST EARNINGS	\$0.00	\$228.41	\$609.97	-\$609.97	0.00%
R 404-39200 TRANSFERS IN (GENE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
404 ADMIN. CAPITAL FUND	\$0.00	\$228.41	\$609.97	-\$609.97	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
405 PARK FUND					
R 405-34780 PARK DEDICATION FE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 405-36210 INTEREST EARNINGS	\$0.00	\$545.45	\$1,456.61	-\$1,456.61	0.00%
R 405-36230 MISC REVENUE/REFUN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
405 PARK FUND	\$0.00	\$545.45	\$1,456.61	-\$1,456.61	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
414 2015 STREET IMPROVEMENT					
R 414-36210 INTEREST EARNINGS	\$0.00	\$101.01	\$269.74	-\$269.74	0.00%
414 2015 STREET IMPROVEMENT	\$0.00	\$101.01	\$269.74	-\$269.74	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
415 2020 STREET IMPROVEMENT					
R 415-34103 ZONING/SUBDIVISION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 415-36210 INTEREST EARNINGS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 415-39200 TRANSFERS IN (GENE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 415-39300 Bond proceeds	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 415-39310 BOND PROCEEDS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 415-39320 PREMIUM ON BONDS S	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
415 2020 STREET IMPROVEMENT	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
416 CITY HALL REMODEL					
R 416-36210 INTEREST EARNINGS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 416-37200 TRANSFERS IN (GENE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 416-39200 TRANSFERS IN (GENE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 416-39310 BOND PROCEEDS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 416-39320 PREMIUM ON BONDS S	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
416 CITY HALL REMODEL	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
430 CITY PROJECTS AGENCY FUND					
R 430-34116 NON REFUNDABLE DEP	\$0.00	\$3,250.00	\$3,250.00	-\$3,250.00	0.00%
R 430-39201 TRANSFERS IN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 430-39999 Prior Period Adjustment	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
430 CITY PROJECTS AGENCY FUND	\$0.00	\$3,250.00	\$3,250.00	-\$3,250.00	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
602 SEWER FUND					
R 602-31010 AD VALOREM TAXES	\$12,886.00	\$0.00	\$0.00	\$12,886.00	0.00%
R 602-31040 FISCAL DISPARITIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 602-34108 ADMINISTRATIVE CHA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 602-34401 SEWER CONNECTION	\$13,860.00	\$0.00	\$0.00	\$13,860.00	0.00%
R 602-34408 USER AVAIL. CHG.	\$0.00	\$1,858.16	\$6,619.24	-\$6,619.24	0.00%
R 602-34410 SEWER COMPLIANCE C	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 602-36100 SPECIAL ASSESS/INT (\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 602-36101 PRINCIPLE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 602-36210 INTEREST EARNINGS	\$0.00	\$1,091.99	\$2,909.58	-\$2,909.58	0.00%
R 602-36230 MISC REVENUE/REFUN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 602-37200 TRANSFERS IN (GENE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 602-37210 COLLECTION & GRAVI	\$218,400.00	-\$38,243.87	\$7,059.56	\$211,340.44	3.23%
R 602-37220 RESIDENTIAL CLUSTE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 602-37230 ON-SITE SYSTEMS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 602-37240 CLUSTER MOUND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 602-37250 COMMERCIAL	\$17,850.00	\$5,572.05	\$863.56	\$16,986.44	4.84%
R 602-37260 SALE OF FIXED ASSET	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 602-37270 DEL UTILITIES - CITY	\$0.00	\$40.80	\$61.99	-\$61.99	0.00%
R 602-37600 STREET TO HOUSE CO	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 602-39203 TRANSFER IN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 602-39999 Prior Period Adjustment	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
602 SEWER FUND	\$262,996.00	-\$29,680.87	\$17,513.93	\$245,482.07	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
999 CONVERSION FUND					
R 999-31010 AD VALOREM TAXES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 999-39310 BOND PROCEEDS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
999 CONVERSION FUND	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
	\$4,092,412.00	\$46,706.52	\$164,178.42	\$3,928,233.58	

CITY OF INDEPENDENCE
ABDO - Expenditure Guideline by Dept

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Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
100 GENERAL FUND					
41000 LEGISLATIVE					
E 100-41000-100 MAYOR'S SALARY	\$3,623.00	\$0.00	\$0.00	\$3,623.00	0.00%
E 100-41000-103 COUNCIL SALARIES	\$8,694.00	\$2,932.50	\$2,932.50	\$5,761.50	33.73%
E 100-41000-122 FICA(6.2) MEDICARE (1.45)	\$942.00	\$224.37	\$224.37	\$717.63	23.82%
E 100-41000-331 CONFERENCE & TRAVEL	\$9,734.00	\$449.00	\$449.00	\$9,285.00	4.61%
E 100-41000-360 WORKERS COMP INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41000-361 INSURANCE	\$1,708.00	\$0.00	\$0.00	\$1,708.00	0.00%
E 100-41000-405 MISCELLANEOUS	\$252.00	\$0.00	\$15.00	\$237.00	5.95%
E 100-41000-433 DUES & SUBSCRIPTIONS	\$1,785.00	\$542.35	\$542.35	\$1,242.65	30.38%
41000 LEGISLATIVE	\$26,738.00	\$4,148.22	\$4,163.22	\$22,574.78	
41410 ELECTIONS					
E 100-41410-102 WAGES (PART-TIME)	\$2,785.00	\$0.00	\$0.00	\$2,785.00	0.00%
E 100-41410-210 OPERATING SUPPLIES/MTN EQUIP.	\$1,082.00	\$0.00	\$0.00	\$1,082.00	0.00%
E 100-41410-350 PRINTING & PUBLICATIONS	\$809.00	\$0.00	\$0.00	\$809.00	0.00%
E 100-41410-351 BALLOT PRINTING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41410-405 MISCELLANEOUS	\$548.00	\$0.00	\$0.00	\$548.00	0.00%
41410 ELECTIONS	\$5,224.00	\$0.00	\$0.00	\$5,224.00	
41500 CITY CLERK/FINANCE					
E 100-41500-101 WAGES (FULL-TIME)	\$86,611.00	\$15,264.64	\$39,473.83	\$47,137.17	45.58%
E 100-41500-102 WAGES (PART-TIME)	\$71,333.00	\$0.00	\$0.00	\$71,333.00	0.00%
E 100-41500-121 PERA	\$11,846.00	\$1,138.98	\$3,484.94	\$8,361.06	29.42%
E 100-41500-122 FICA(6.2) MEDICARE (1.45)	\$12,083.00	\$1,093.67	\$3,350.37	\$8,732.63	27.73%
E 100-41500-131 CITY PAID BENEFIT ALLOWANCE-LI	\$27,720.00	\$2,958.18	\$15,337.35	\$12,382.65	55.33%
E 100-41500-200 OFFICE SUPPLIES	\$1,627.00	\$133.78	\$1,046.72	\$580.28	64.33%
E 100-41500-301 AUDITING FEES	\$14,175.00	\$0.00	\$0.00	\$14,175.00	0.00%
E 100-41500-302 ADMINISTRATION CONSULTING	\$141,120.00	\$11,760.00	\$23,520.00	\$117,600.00	16.67%
E 100-41500-305 CPA FEES	\$81,000.00	\$6,075.00	\$18,805.00	\$62,195.00	23.22%
E 100-41500-310 OTHER CONSULTING EXPENSE	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.00%
E 100-41500-313 UNCOLLECTED PROJECT EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41500-315 ASSESSOR'S FEE	\$72,450.00	\$0.00	\$0.00	\$72,450.00	0.00%
E 100-41500-321 COMMUNICATIONS (TELEPHONE)	\$4,431.00	\$1,132.00	\$5,368.48	-\$937.48	121.16%
E 100-41500-322 POSTAGE	\$1,838.00	\$730.54	\$730.54	\$1,107.46	39.75%
E 100-41500-325 IT CONSULTING	\$13,928.00	\$0.00	\$0.00	\$13,928.00	0.00%
E 100-41500-331 CONFERENCE & TRAVEL	\$2,625.00	\$0.00	\$2,250.00	\$375.00	85.71%
E 100-41500-350 PRINTING & PUBLICATIONS	\$18,000.00	\$440.71	\$2,490.55	\$15,509.45	13.84%
E 100-41500-360 WORKERS COMP INSURANCE	\$8,072.00	\$0.00	\$0.00	\$8,072.00	0.00%
E 100-41500-361 INSURANCE	\$1,841.00	\$0.00	\$0.00	\$1,841.00	0.00%
E 100-41500-404 MAINT.&REPAIR EQUIP.(CONTRACT)	\$2,100.00	\$0.00	\$0.00	\$2,100.00	0.00%
E 100-41500-405 MISCELLANEOUS	\$1,670.00	-\$41.84	\$74.69	\$1,595.31	4.47%
E 100-41500-408 DUST CONTROL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41500-433 DUES & SUBSCRIPTIONS	\$5,140.00	\$5,443.84	\$5,854.68	-\$714.68	113.90%
E 100-41500-480 COVID 19	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41500-560 CAPITAL OUTLAY (OFFICE EQUIP.)	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0.00%
E 100-41500-570 CAPITAL OUTLAY (EQUIPMENT)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41500-602 LEASE/PURCHASE (COPIER)	\$4,000.00	\$392.87	\$844.37	\$3,155.63	21.11%
E 100-41500-720 TRANSFERS OUT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
41500 CITY CLERK/FINANCE	\$608,610.00	\$46,522.37	\$122,631.52	\$485,978.48	
41600 LEGAL SERVICES					
E 100-41600-304 CIVIL, LEGAL (K&G)	\$18,806.00	\$936.91	\$936.91	\$17,869.09	4.98%
E 100-41600-306 PROSECUTION (C&C)	\$19,000.00	\$1,586.92	\$3,141.72	\$15,858.28	16.54%
E 100-41600-312 CODIFICATION OF ORDINANCES	\$2,709.00	\$0.00	\$0.00	\$2,709.00	0.00%
E 100-41600-405 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
41600 LEGAL SERVICES	\$40,515.00	\$2,523.83	\$4,078.63	\$36,436.37	
41900 PLANNING AND ZONING					
E 100-41900-307 PLANNER CONTRACT	\$37,908.00	\$3,158.40	\$6,316.80	\$31,591.20	16.66%
E 100-41900-311 WATER RESOURCE STAFF FEE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41900-360 WORKERS COMP INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41900-361 INSURANCE	\$5,933.00	\$0.00	\$0.00	\$5,933.00	0.00%
E 100-41900-405 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
41900 PLANNING AND ZONING	\$43,841.00	\$3,158.40	\$6,316.80	\$37,524.20	
41920 ENVIRONMENTAL PROTECTION					
E 100-41920-311 WATER RESOURCE STAFF FEE	\$3,000.00	\$0.00	\$0.00	\$3,000.00	0.00%
E 100-41920-320 WATER RESOURCE STAFF	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
41920 ENVIRONMENTAL PROTECTION	\$3,000.00	\$0.00	\$0.00	\$3,000.00	
41940 GENERAL GOVERNMENT BUILDING					
E 100-41940-321 COMMUNICATIONS (TELEPHONE)	\$10,500.00	\$4.00	\$4.00	\$10,496.00	0.04%
E 100-41940-360 WORKERS COMP INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41940-361 INSURANCE	\$4,440.00	\$0.00	\$0.00	\$4,440.00	0.00%
E 100-41940-380 ELECTRIC & GAS UTILITIES	\$12,978.00	\$5,536.38	\$9,760.63	\$3,217.37	75.21%
E 100-41940-384 GARBAGE PICK-UP	\$1,376.00	\$152.49	\$457.47	\$918.53	33.25%
E 100-41940-401 MAINT.&REPAIR BLD CONTRACT	\$14,280.00	\$973.48	\$2,612.76	\$11,667.24	18.30%
E 100-41940-402 MUSEUM	\$158.00	\$0.00	\$0.00	\$158.00	0.00%
E 100-41940-403 GROUND MAINTENANCE CONTRACT	\$588.00	\$0.00	\$0.00	\$588.00	0.00%
E 100-41940-405 MISCELLANEOUS	\$2,607.00	\$0.00	\$1,337.92	\$1,269.08	51.32%
E 100-41940-510 C.O.(LAND & BLD. - 804)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
41940 GENERAL GOVERNMENT BUILDING	\$46,927.00	\$6,666.35	\$14,172.78	\$32,754.22	
42000 PUBLIC SAFETY					
E 100-42000-405 MISCELLANEOUS	\$1,292.00	\$950.00	\$950.00	\$342.00	73.53%
E 100-42000-440 POLICE CONTRACT	\$1,479,622.00	\$317,510.51	\$614,434.13	\$865,187.87	41.53%
E 100-42000-442 PRISONER BOOKING	\$1,785.00	\$0.00	\$7.87	\$1,777.13	0.44%
E 100-42000-450 FIRE PROTECTION	\$419,625.00	\$65,507.53	\$113,752.69	\$305,872.31	27.11%
E 100-42000-461 BUILDING CODE SURCHARGE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
42000 PUBLIC SAFETY	\$1,902,324.00	\$383,968.04	\$729,144.69	\$1,173,179.31	
42400 BUILDING INSPECTOR ADMIN					
E 100-42400-101 WAGES (FULL-TIME)	\$97,933.00	\$6,920.71	\$18,949.54	\$78,983.46	19.35%
E 100-42400-104 WAGES - TEMP HELP	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-42400-121 PERA	\$7,345.00	\$519.06	\$1,769.68	\$5,575.32	24.09%
E 100-42400-122 FICA(6.2) MEDICARE (1.45)	\$7,492.00	\$529.43	\$1,805.06	\$5,686.94	24.09%
E 100-42400-131 CITY PAID BENEFIT ALLOWANCE-LI	\$16,500.00	\$1,778.15	\$5,818.81	\$10,681.19	35.27%
E 100-42400-200 OFFICE SUPPLIES	\$756.00	\$0.00	\$0.00	\$756.00	0.00%
E 100-42400-212 VEHICLE OPER.SUPPLIES(FUEL,ETC	\$861.00	\$0.00	\$0.00	\$861.00	0.00%
E 100-42400-310 OTHER CONSULTING EXPENSE	\$546.00	\$0.00	\$0.00	\$546.00	0.00%
E 100-42400-321 COMMUNICATIONS (TELEPHONE)	\$480.00	\$40.00	\$120.00	\$360.00	25.00%
E 100-42400-331 CONFERENCE & TRAVEL	\$2,709.00	\$0.00	\$56.63	\$2,652.37	2.09%
E 100-42400-360 WORKERS COMP INSURANCE	\$3,459.00	\$0.00	\$0.00	\$3,459.00	0.00%
E 100-42400-361 INSURANCE	\$1,697.00	\$0.00	\$0.00	\$1,697.00	0.00%
E 100-42400-433 DUES & SUBSCRIPTIONS	\$431.00	\$0.00	\$145.00	\$286.00	33.64%
E 100-42400-570 CAPITAL OUTLAY (EQUIPMENT)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
42400 BUILDING INSPECTOR ADMIN	\$140,209.00	\$9,787.35	\$28,664.72	\$111,544.28	
43100 PUBLIC WORKS					
E 100-43100-101 WAGES (FULL-TIME)	\$130,798.00	\$19,625.04	\$48,620.44	\$82,177.56	37.17%
E 100-43100-102 WAGES (PART-TIME)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-43100-121 PERA	\$9,810.00	\$1,471.87	\$4,201.37	\$5,608.63	42.83%
E 100-43100-122 FICA(6.2) MEDICARE (1.45)	\$10,006.00	\$1,546.08	\$4,419.66	\$5,586.34	44.17%
E 100-43100-131 CITY PAID BENEFIT ALLOWANCE-LI	\$28,875.00	\$2,885.79	\$9,363.98	\$19,511.02	32.43%
E 100-43100-210 OPERATING SUPPLIES/MTN EQUIP.	\$714.00	\$63.41	\$209.10	\$504.90	29.29%

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
E 100-43100-212 VEHICLE OPER.SUPPLIES(FUEL,ETC	\$25,820.00	\$3,838.92	\$3,838.92	\$21,981.08	14.87%
E 100-43100-217 SIGNS	\$7,035.00	\$37.73	\$37.73	\$6,997.27	0.54%
E 100-43100-218 UNIFORMS	\$4,200.00	\$681.63	\$681.63	\$3,518.37	16.23%
E 100-43100-219 CULVERTS	\$5,565.00	\$0.00	\$0.00	\$5,565.00	0.00%
E 100-43100-220 MAINT.&REPAIR SUPPLIES (EQUIP)	\$25,620.00	\$5,525.28	\$7,379.16	\$18,240.84	28.80%
E 100-43100-223 MAINT.& REPAIR SUPPLIES(BLDG.)	\$5,324.00	\$2,500.00	\$4,077.42	\$1,246.58	76.59%
E 100-43100-224 ROAD MAINT.MATERIALS(ON-GOING)	\$77,994.00	\$3,149.72	\$7,382.12	\$70,611.88	9.46%
E 100-43100-226 BLACKTOP MAINTENANCE	\$48,699.00	\$0.00	\$0.00	\$48,699.00	0.00%
E 100-43100-227 EQUIPMENT RENTAL CONTRACT HIRE	\$1,145.00	\$0.00	\$0.00	\$1,145.00	0.00%
E 100-43100-240 SMALL TOOLS & MINOR EQUIPMENT	\$368.00	\$0.00	\$0.00	\$368.00	0.00%
E 100-43100-303 ENGINEERING	\$10,416.00	\$7,291.00	\$22,200.00	-\$11,784.00	213.13%
E 100-43100-321 COMMUNICATIONS (TELEPHONE)	\$7,600.00	\$436.70	\$933.40	\$6,666.60	12.28%
E 100-43100-331 CONFERENCE & TRAVEL	\$1,176.00	\$0.00	\$0.00	\$1,176.00	0.00%
E 100-43100-350 PRINTING & PUBLICATIONS	\$3,896.00	\$0.00	\$0.00	\$3,896.00	0.00%
E 100-43100-360 WORKERS COMP INSURANCE	\$7,411.00	\$0.00	\$0.00	\$7,411.00	0.00%
E 100-43100-361 INSURANCE	\$9,277.00	\$0.00	\$0.00	\$9,277.00	0.00%
E 100-43100-380 ELECTRIC & GAS UTILITIES	\$11,288.00	\$821.80	\$1,706.53	\$9,581.47	15.12%
E 100-43100-381 STREET LIGHTING	\$3,245.00	\$492.98	\$901.08	\$2,343.92	27.77%
E 100-43100-384 GARBAGE PICK-UP	\$536.00	\$0.00	\$0.00	\$536.00	0.00%
E 100-43100-405 MISCELLANEOUS	\$294.00	\$0.00	\$0.00	\$294.00	0.00%
E 100-43100-407 SNOW REMOVAL-MATERIALS	\$31,343.00	\$1,706.90	\$4,508.96	\$26,834.04	14.39%
E 100-43100-408 DUST CONTROL	\$79,118.00	\$0.00	\$0.00	\$79,118.00	0.00%
E 100-43100-412 BRUSH & TREE REMOVAL	\$16,706.00	\$0.00	\$0.00	\$16,706.00	0.00%
E 100-43100-413 SALES/FUEL TAX & LICENSE	\$578.00	\$0.00	\$0.00	\$578.00	0.00%
E 100-43100-415 SAC CHARGES	\$620.00	\$0.00	\$0.00	\$620.00	0.00%
E 100-43100-418 WEED CONTROL	\$3,339.00	\$0.00	\$0.00	\$3,339.00	0.00%
E 100-43100-420 GOPHER STATE ONE-CALL	\$2,132.00	\$6.75	\$80.65	\$2,051.35	3.78%
E 100-43100-421 SEAL COATING	\$52,500.00	\$0.00	\$0.00	\$52,500.00	0.00%
E 100-43100-422 ROAD TILING	\$52,500.00	\$0.00	\$0.00	\$52,500.00	0.00%
E 100-43100-430 SAFETY PROGRAM (AWAIR, ETC.	\$2,132.00	\$0.00	\$0.00	\$2,132.00	0.00%
E 100-43100-433 DUES & SUBSCRIPTIONS	\$693.00	\$0.00	\$0.00	\$693.00	0.00%
E 100-43100-500 Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-43100-550 C.O. (ROAD IMPROV. - 802)	\$55,000.00	\$0.00	\$0.00	\$55,000.00	0.00%
E 100-43100-570 CAPITAL OUTLAY (EQUIPMENT)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-43100-720 TRANSFERS OUT	\$61,800.00	\$5,150.00	\$15,450.00	\$46,350.00	25.00%
43100 PUBLIC WORKS	\$795,573.00	\$57,231.60	\$135,992.15	\$659,580.85	
43200 SOLID WASTE (LAND & RECYCLING)					
E 100-43200-383 RECYCLING EXPENSES	\$72,293.00	\$6,119.68	\$12,300.39	\$59,992.61	17.01%
E 100-43200-405 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-43200-410 EQUIPMENT RENTAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-43200-411 CLEAN-UP DAY	\$12,500.00	\$0.00	\$0.00	\$12,500.00	0.00%
43200 SOLID WASTE (LAND & RECYCLING)	\$84,793.00	\$6,119.68	\$12,300.39	\$72,492.61	
45100 RECREATION					
E 100-45100-120 COMMUNITY EVENT CONTRIBUTIONS	\$7,466.00	\$0.00	\$0.00	\$7,466.00	0.00%
45100 RECREATION	\$7,466.00	\$0.00	\$0.00	\$7,466.00	
45200 COMMUNITY SERVICE					
E 100-45200-409 YOUTH GROUPS	\$680.00	\$0.00	\$0.00	\$680.00	0.00%
45200 COMMUNITY SERVICE	\$680.00	\$0.00	\$0.00	\$680.00	
45300 PARK MAINTENANCE					
E 100-45300-210 OPERATING SUPPLIES/MTN EQUIP.	\$1,176.00	\$0.00	\$0.00	\$1,176.00	0.00%
E 100-45300-220 MAINT.&REPAIR SUPPLIES (EQUIP)	\$6,909.00	\$0.00	\$0.00	\$6,909.00	0.00%
E 100-45300-230 EQUIPMENT PURCHASES	\$609.00	\$0.00	\$0.00	\$609.00	0.00%
E 100-45300-310 OTHER CONSULTING EXPENSE	\$609.00	\$0.00	\$0.00	\$609.00	0.00%
E 100-45300-361 INSURANCE	\$4,644.00	\$0.00	\$0.00	\$4,644.00	0.00%
E 100-45300-380 ELECTRIC & GAS UTILITIES	\$680.00	\$0.00	\$0.00	\$680.00	0.00%

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
E 100-45300-405 MISCELLANEOUS	\$252.00	\$0.00	\$0.00	\$252.00	0.00%
45300 PARK MAINTENANCE	\$14,879.00	\$0.00	\$0.00	\$14,879.00	
49240 UNALLOCATED INSURANCE					
E 100-49240-375 CLAIM DEDUCTIBLE	\$620.00	\$0.00	\$0.00	\$620.00	0.00%
E 100-49240-620 AGENCY FEES	\$2,226.00	\$0.00	\$0.00	\$2,226.00	0.00%
49240 UNALLOCATED INSURANCE	\$2,846.00	\$0.00	\$0.00	\$2,846.00	
49300 TRANSFER OUT					
E 100-49300-720 TRANSFERS OUT	\$38,055.00	\$3,171.25	\$9,513.75	\$28,541.25	25.00%
49300 TRANSFER OUT	\$38,055.00	\$3,171.25	\$9,513.75	\$28,541.25	
100 GENERAL FUND	\$3,761,680.00	\$523,297.09	\$1,066,978.65	\$2,694,701.35	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
200 WATER RESOURCE DEVELOPMENT					
41920 ENVIRONMENTAL PROTECTION					
E 200-41920-303 ENGINEERING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 200-41920-309 PIONEER-SARAH WATERSHED COMM	\$51,975.00	\$0.00	\$47,966.67	\$4,008.33	92.29%
E 200-41920-310 OTHER CONSULTING EXPENSE	\$1,145.00	\$0.00	\$0.00	\$1,145.00	0.00%
E 200-41920-320 WATER RESOURCE STAFF	\$2,289.00	\$2,223.00	\$2,223.00	\$66.00	97.12%
E 200-41920-350 PRINTING & PUBLICATIONS	\$850.00	\$0.00	\$0.00	\$850.00	0.00%
E 200-41920-433 DUES & SUBSCRIPTIONS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 200-41920-570 CAPITAL OUTLAY (EQUIPMENT)	\$11,477.00	\$0.00	\$0.00	\$11,477.00	0.00%
41920 ENVIRONMENTAL PROTECTION	\$67,736.00	\$2,223.00	\$50,189.67	\$17,546.33	
200 WATER RESOURCE DEVELOPMENT	\$67,736.00	\$2,223.00	\$50,189.67	\$17,546.33	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
201 COVID RELIEF FUND					
41000 LEGISLATIVE					
E 201-41000-131 CITY PAID BENEFIT ALLOWANCE-LI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41000-405 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41000-480 COVID 19	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41000-810 REFUND & REIMBURSEMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
41000 LEGISLATIVE	\$0.00	\$0.00	\$0.00	\$0.00	
41500 CITY CLERK/FINANCE					
E 201-41500-102 WAGES (PART-TIME)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41500-121 PERA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41500-122 FICA(6.2) MEDICARE (1.45)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41500-131 CITY PAID BENEFIT ALLOWANCE-LI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41500-200 OFFICE SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41500-210 OPERATING SUPPLIES/MTN EQUIP.	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41500-321 COMMUNICATIONS (TELEPHONE)	\$0.00	\$151.52	\$303.04	-\$303.04	0.00%
E 201-41500-350 PRINTING & PUBLICATIONS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41500-405 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41500-480 COVID 19	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41500-560 CAPITAL OUTLAY (OFFICE EQUIP.)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
41500 CITY CLERK/FINANCE	\$0.00	\$151.52	\$303.04	-\$303.04	
41940 GENERAL GOVERNMENT BUILDING					
E 201-41940-321 COMMUNICATIONS (TELEPHONE)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41940-401 MAINT.&REPAIR BLD CONTRACT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41940-405 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-41940-510 C.O.(LAND & BLD. - 804)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
41940 GENERAL GOVERNMENT BUILDING	\$0.00	\$0.00	\$0.00	\$0.00	
42000 PUBLIC SAFETY					
E 201-42000-440 POLICE CONTRACT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-42000-720 TRANSFERS OUT	\$0.00	\$0.00	\$30,000.00	-\$30,000.00	0.00%
42000 PUBLIC SAFETY	\$0.00	\$0.00	\$30,000.00	-\$30,000.00	
43100 PUBLIC WORKS					
E 201-43100-223 MAINT.& REPAIR SUPPLIES(BLDG.)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
43100 PUBLIC WORKS	\$0.00	\$0.00	\$0.00	\$0.00	
49450 SEWER					
E 201-49450-102 WAGES (PART-TIME)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-49450-121 PERA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 201-49450-122 FICA(6.2) MEDICARE (1.45)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
49450 SEWER	\$0.00	\$0.00	\$0.00	\$0.00	
201 COVID RELIEF FUND	\$0.00	\$151.52	\$30,303.04	-\$30,303.04	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
202 LAWFUL GAMBLING FUND					
45300 PARK MAINTENANCE					
E 202-45300-490 CONTRIBUTIONS/DONATIONS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
45300 PARK MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	
202 LAWFUL GAMBLING FUND	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
309 DEBT SERV PUB SAF BLD 01					
47000 DEBT SERVICE					
E 309-47000-601 BOND PRINCIPAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 309-47000-611 INTEREST EXPENSE (Loan)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 309-47000-620 AGENCY FEES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 309-47000-720 TRANSFERS OUT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
47000 DEBT SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	
309 DEBT SERV PUB SAF BLD 01	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
311 DRAKE DR. ROAD IMPROVEMENT					
47000 DEBT SERVICE					
E 311-47000-720 TRANSFERS OUT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
47000 DEBT SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	
311 DRAKE DR. ROAD IMPROVEMENT	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
312 GEO CERT. 2007 A.					
47000 DEBT SERVICE					
E 312-47000-720 TRANSFERS OUT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
47000 DEBT SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	
312 GEO CERT. 2007 A.	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
314 2015A- GO BOND					
43121 STREETS AND HIGHWAYS					
E 314-43121-620 AGENCY FEES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
43121 STREETS AND HIGHWAYS	\$0.00	\$0.00	\$0.00	\$0.00	
47000 DEBT SERVICE					
E 314-47000-601 BOND PRINCIPAL	\$0.00	\$155,000.00	\$155,000.00	-\$155,000.00	0.00%
E 314-47000-611 INTEREST EXPENSE (Loan)	\$0.00	\$7,006.25	\$7,006.25	-\$7,006.25	0.00%
E 314-47000-620 AGENCY FEES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
47000 DEBT SERVICE	\$0.00	\$162,006.25	\$162,006.25	-\$162,006.25	
314 2015A- GO BOND	\$0.00	\$162,006.25	\$162,006.25	-\$162,006.25	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
315 2020A-GO Bond					
47000 DEBT SERVICE					
E 315-47000-601 BOND PRINCIPAL	\$0.00	\$35,000.00	\$35,000.00	-\$35,000.00	0.00%
E 315-47000-611 INTEREST EXPENSE (Loan)	\$0.00	\$40,496.25	\$40,496.25	-\$40,496.25	0.00%
E 315-47000-621 ISSUANCE COSTS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
47000 DEBT SERVICE	\$0.00	\$75,496.25	\$75,496.25	-\$75,496.25	
315 2020A-GO Bond	\$0.00	\$75,496.25	\$75,496.25	-\$75,496.25	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
401 BUILDINGS CAPITAL IMPRMT FUND					
41940 GENERAL GOVERNMENT BUILDING					
E 401-41940-103 COUNCIL SALARIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 401-41940-530 CAPITAL OUTLAY (CONST.)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 401-41940-580 CAPITAL OUTLAY (BUILDING)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
41940 GENERAL GOVERNMENT BUILDING	\$0.00	\$0.00	\$0.00	\$0.00	
401 BUILDINGS CAPITAL IMPRMT FUND	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
402 ROAD CAPITAL IMPROVEMENTS FUND					
49450 SEWER					
E 402-49450-303 ENGINEERING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 402-49450-304 CIVIL, LEGAL (K&G)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 402-49450-350 PRINTING & PUBLICATIONS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 402-49450-530 CAPITAL OUTLAY (CONST.)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 402-49450-620 AGENCY FEES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
49450 SEWER	\$0.00	\$0.00	\$0.00	\$0.00	
402 ROAD CAPITAL IMPROVEMENTS FUND	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
403 EQUIPMENT CAPITAL IMPROVEMENTS					
43100 PUBLIC WORKS					
E 403-43100-590 CAPITAL OUTLAY (COMPUTER)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
43100 PUBLIC WORKS	\$0.00	\$0.00	\$0.00	\$0.00	
403 EQUIPMENT CAPITAL IMPROVEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
404 ADMIN. CAPITAL FUND					
43121 STREETS AND HIGHWAYS					
E 404-43121-303 ENGINEERING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 404-43121-304 CIVIL, LEGAL (K&G)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 404-43121-310 OTHER CONSULTING EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 404-43121-530 CAPITAL OUTLAY (CONST.)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 404-43121-720 TRANSFERS OUT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
43121 STREETS AND HIGHWAYS	\$0.00	\$0.00	\$0.00	\$0.00	
404 ADMIN. CAPITAL FUND	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
405 PARK FUND					
45100 RECREATION					
E 405-45100-720 TRANSFERS OUT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
45100 RECREATION	\$0.00	\$0.00	\$0.00	\$0.00	
405 PARK FUND	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
415 2020 STREET IMPROVEMENT					
41940 GENERAL GOVERNMENT BUILDING					
E 415-41940-304 CIVIL, LEGAL (K&G)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 415-41940-308 ARCHITECTURE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 415-41940-601 BOND PRINCIPAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 415-41940-611 INTEREST EXPENSE (Loan)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
41940 GENERAL GOVERNMENT BUILDING	\$0.00	\$0.00	\$0.00	\$0.00	
43100 PUBLIC WORKS					
E 415-43100-303 ENGINEERING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 415-43100-530 CAPITAL OUTLAY (CONST.)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 415-43100-720 TRANSFERS OUT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
43100 PUBLIC WORKS	\$0.00	\$0.00	\$0.00	\$0.00	
47000 DEBT SERVICE					
E 415-47000-621 ISSUANCE COSTS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
47000 DEBT SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	
415 2020 STREET IMPROVEMENT	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
416 CITY HALL REMODEL					
41940 GENERAL GOVERNMENT BUILDING					
E 416-41940-303 ENGINEERING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 416-41940-308 ARCHITECTURE	\$0.00	\$0.00	\$337.50	-\$337.50	0.00%
41940 GENERAL GOVERNMENT BUILDING	\$0.00	\$0.00	\$337.50	-\$337.50	
43100 PUBLIC WORKS					
E 416-43100-530 CAPITAL OUTLAY (CONST.)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 416-43100-580 CAPITAL OUTLAY (BUILDING)	\$0.00	\$0.00	\$12,968.92	-\$12,968.92	0.00%
43100 PUBLIC WORKS	\$0.00	\$0.00	\$12,968.92	-\$12,968.92	
47000 DEBT SERVICE					
E 416-47000-621 ISSUANCE COSTS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
47000 DEBT SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	
416 CITY HALL REMODEL	\$0.00	\$0.00	\$13,306.42	-\$13,306.42	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
430 CITY PROJECTS AGENCY FUND					
41900 PLANNING AND ZONING					
E 430-41900-303 ENGINEERING	\$0.00	\$22,793.00	\$58,626.50	-\$58,626.50	0.00%
E 430-41900-304 CIVIL, LEGAL (K&G)	\$0.00	\$1,949.39	\$1,949.39	-\$1,949.39	0.00%
E 430-41900-307 PLANNER CONTRACT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 430-41900-310 OTHER CONSULTING EXPENSE	\$0.00	\$5,322.50	\$5,322.50	-\$5,322.50	0.00%
E 430-41900-311 WATER RESOURCE STAFF FEE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 430-41900-720 TRANSFERS OUT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 430-41900-810 REFUND & REIMBURSEMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 430-41900-999 PRIOR PERIOD ADJ.	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
41900 PLANNING AND ZONING	\$0.00	\$30,064.89	\$65,898.39	-\$65,898.39	
430 CITY PROJECTS AGENCY FUND	\$0.00	\$30,064.89	\$65,898.39	-\$65,898.39	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
602 SEWER FUND					
49450 SEWER					
E 602-49450-101 WAGES (FULL-TIME)	\$99,677.00	\$3,374.82	\$5,188.44	\$94,488.56	5.21%
E 602-49450-121 PERA	\$7,476.00	\$253.11	\$781.64	\$6,694.36	10.46%
E 602-49450-122 FICA(6.2) MEDICARE (1.45)	\$7,625.00	\$258.18	\$797.29	\$6,827.71	10.46%
E 602-49450-131 CITY PAID BENEFIT ALLOWANCE-LI	\$22,605.00	\$2,272.41	\$7,290.41	\$15,314.59	32.25%
E 602-49450-210 OPERATING SUPPLIES/MTN EQUIP.	\$19,243.00	\$0.00	\$1,400.00	\$17,843.00	7.28%
E 602-49450-301 AUDITING FEES	\$1,113.00	\$0.00	\$0.00	\$1,113.00	0.00%
E 602-49450-303 ENGINEERING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 602-49450-304 CIVIL, LEGAL (K&G)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 602-49450-310 OTHER CONSULTING EXPENSE	\$3,000.00	\$532.01	\$532.01	\$2,467.99	17.73%
E 602-49450-331 CONFERENCE & TRAVEL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 602-49450-360 WORKERS COMP INSURANCE	\$706.00	\$0.00	\$0.00	\$706.00	0.00%
E 602-49450-361 INSURANCE	\$983.00	\$0.00	\$0.00	\$983.00	0.00%
E 602-49450-375 CLAIM DEDUCTIBLE	\$2,264.00	\$0.00	\$0.00	\$2,264.00	0.00%
E 602-49450-380 ELECTRIC & GAS UTILITIES	\$26,500.00	\$2,635.45	\$5,189.31	\$21,310.69	19.58%
E 602-49450-401 MAINT.&REPAIR BLD CONTRACT	\$23,100.00	\$0.00	\$0.00	\$23,100.00	0.00%
E 602-49450-404 MAINT.&REPAIR EQUIP.(CONTRACT)	\$22,953.00	\$0.00	\$0.00	\$22,953.00	0.00%
E 602-49450-405 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 602-49450-414 METRO COUNCIL-ENVIRON.(SER CH)	\$49,741.00	\$6,760.70	\$15,312.10	\$34,428.90	30.78%
E 602-49450-415 SAC CHARGES	\$44,100.00	\$0.00	\$0.00	\$44,100.00	0.00%
E 602-49450-416 DEPRECIATION	\$131,932.00	\$10,994.42	\$32,983.26	\$98,948.74	25.00%
E 602-49450-417 LICENSES & PERMITS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 602-49450-433 DUES & SUBSCRIPTIONS	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
E 602-49450-560 CAPITAL OUTLAY (OFFICE EQUIP.)	\$835.00	\$0.00	\$0.00	\$835.00	0.00%
E 602-49450-570 CAPITAL OUTLAY (EQUIPMENT)	\$588.00	\$0.00	\$0.00	\$588.00	0.00%
E 602-49450-601 BOND PRINCIPAL	\$65,000.00	\$65,000.00	\$65,000.00	\$0.00	100.00%
E 602-49450-611 INTEREST EXPENSE (Loan)	\$7,929.00	\$4,492.50	\$4,492.50	\$3,436.50	56.66%
E 602-49450-620 AGENCY FEES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 602-49450-999 PRIOR PERIOD ADJ.	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
49450 SEWER	\$537,470.00	\$96,573.60	\$138,966.96	\$398,503.04	
602 SEWER FUND	\$537,470.00	\$96,573.60	\$138,966.96	\$398,503.04	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
999 CONVERSION FUND					
41000 LEGISLATIVE					
E 999-41000-416 DEPRECIATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
41000 LEGISLATIVE	\$0.00	\$0.00	\$0.00	\$0.00	
41500 CITY CLERK/FINANCE					
E 999-41500-101 WAGES (FULL-TIME)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 999-41500-102 WAGES (PART-TIME)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 999-41500-500 Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
41500 CITY CLERK/FINANCE	\$0.00	\$0.00	\$0.00	\$0.00	
41940 GENERAL GOVERNMENT BUILDING					
E 999-41940-510 C.O.(LAND & BLD. - 804)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
41940 GENERAL GOVERNMENT BUILDING	\$0.00	\$0.00	\$0.00	\$0.00	
42000 PUBLIC SAFETY					
E 999-42000-101 WAGES (FULL-TIME)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 999-42000-416 DEPRECIATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 999-42000-626 CHANGE IN JOINT VENTURE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
42000 PUBLIC SAFETY	\$0.00	\$0.00	\$0.00	\$0.00	
43100 PUBLIC WORKS					
E 999-43100-101 WAGES (FULL-TIME)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 999-43100-416 DEPRECIATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 999-43100-500 Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 999-43100-530 CAPITAL OUTLAY (CONST.)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
43100 PUBLIC WORKS	\$0.00	\$0.00	\$0.00	\$0.00	
45200 COMMUNITY SERVICE					
E 999-45200-416 DEPRECIATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
45200 COMMUNITY SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	
47000 DEBT SERVICE					
E 999-47000-601 BOND PRINCIPAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 999-47000-602 LEASE/PURCHASE (COPIER)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 999-47000-611 INTEREST EXPENSE (Loan)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 999-47000-625 AMORITIZATION EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
47000 DEBT SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	
49450 SEWER					
E 999-49450-101 WAGES (FULL-TIME)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 999-49450-500 Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
49450 SEWER	\$0.00	\$0.00	\$0.00	\$0.00	
999 CONVERSION FUND	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2023 YTD Budget	March 2023 Amt	2023 YTD Amt	2023 YTD Balance	%YTD Budget
	\$4,366,886.00	\$889,812.60	\$1,603,145.63	\$2,763,740.37	

City of Independence

Copeland Road Feasibility Study Discussion

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: June 6, 2023

Discussion:

The City received a petition from a group of homeowners that live or own property on Copeland Road. The group is asking the City to review the condition of Copeland Road and explore potential ways to improve its condition. There are several considerations that should be noted by the City Council when considering a request relating to possible roadway improvements:

- Copeland Road between CSAH 6 and Hwy. 12 is a little over 3 miles long. Approximately $\frac{1}{4}$ mile of the road is paved between the PC golf course entrance and CSAH 6. The remainder is gravel.
 - The City completed a drain tile installation project on Copeland Road that covered approximately 1.5 miles..
 - The City is considering a large-scale gravel road improvement project in 2024/2025. This project would consider adding a gravel overlay to all existing gravel roads in the City. This project would likely be initiated at the end of 2023/beginning of 2024.
 - Improvements to a city street that are outside of the City's typical maintenance or long-range capital improvements scope could be assessed to the benefiting property owners. This would include improvements such as bituminous pavement, storm water, significant road replacement, etc.
 - There is a formal statutory process (429) that the City would have to follow should the City determine that it would like to move forward with a formal feasibility study. The formal process has the following components and general timelines associated:
 - Geotech/draft feasibility (60 days)
Review draft/options and submit to council, neighborhood meeting (30 days)
Public Improvement Hearing and council orders project (30-45 days)
 - Design and bidding (90 days – potentially shorter)
 - Assessment hearing before they award project: 45-60 days to award (submit to council, council hearing)
 - Assessment hearing after project: 15-30 days to award.
- Total Timeline: ~ (7-8 months)

In order to obtain more information and continue an informal process that will provide the City Council with a better understanding of possible issues, solutions and associated costs, it is recommended that the following preliminary process be initiated:

- Site visit/walk with City Engineer and Public Works Supervisor to highlight and review general maintenance concerns, drainage issues, historical improvements.
- Conceptually prepare and review several design solutions.
- Prepare conceptual estimate of probable costs to understand potential costs and or potential property assessments.
- Schedule resident meeting to review and discuss the findings of the conceptual design study.

Recommendation:

The City Council is being asked to discuss the request brought forward by the Copeland Road residents and provide direction relating to potential process moving forward.

Attachments:

Resident Petition

League of Minnesota Cities – Public Improvement Memorandum

COPELAND ROAD IMPROVEMENTS

Dear Neighbors:

We all agree that this winter the condition of Copeland Road was horrible. Hopefully we can be proactive to avoid Copeland Road being in such poor condition moving forward.

In informal contacts with the City, the City acknowledges that Copeland Road has not been maintained properly for many years and we are now seeing the result of deferred maintenance or improvements. The questions for all of us are, what options are available? Better drainage? Rebuilding the road? Blacktopping part or all of the road? Other options?

The City has said that they will conduct a feasibility and expense report for different options of Copeland Road improvements if 35% of the residents on our road request that they do so. As such, we are asking you to respond to the following two questions so that we can hopefully move forward with at least having discussions with the City:

1. Would you be supportive of having the City of Independence conduct a feasibility/expense report regarding various options for improving Copeland Road? (this does not commit you to agreeing to any specific course of action, nor does it mean you are agreeing to pay any additional expenses)

Yes _____ No _____

2. Would you attend a meeting of Copeland Road residents with City staff to discuss options (either in person or via zoom)?

Yes _____ No _____

Please respond to these two questions **by April 30, 2023** either by returning this form to Sally Simpson (2840 Copeland Road) or email Sally (seesimpson@gmail.com). If you have any questions, please contact Sally (763-258-7286) or Marsh (612-387-0088).

Sally and Jerry Simpson
2840 Copeland Road

Tony Post and Hayley Astrup
2791 Copeland Road

Marsh and JoAnn Halberg
2752 Copeland Road

Mark and Melissa Gaalswyk
2855 Copeland Road

Jenna and Cory Christensen
2686 Copeland Road

Brian and Katie Roers
2324 Copeland Road

Name	House Number
Meyer, Patricia / Pioneer Creek Golf	823/705
Gage, Britt & Rick	1060
Carruthers, Evan	1286
Morseth, Bruce	1405
Hawkinson, Rick	1575
Arendt, Jeffrey	1655
LaFond, Nick & Connie	1786
Dykhuisen, Steve	1806
Sturman, Kevin	1824
Herrmann, John	1965
Tutt, Jay	1985
Walker, Brett & Bethany	2026
Myhran, Tara & Blake	2076
Ramola, George	2323
Roers, Brian & Katie	2324
Jonet, Bruce & Krisit	2376
Hornig, Gary & Sandy	2494
Carpenter, Robert & Blo, Michelle	2524
Christensen, Jenna & Cory	2686
Halberg, Marsh & JoAnn	2752
Post, Tony & Astrup, Hayley	2791
Simpson, Sally & Jerry	2840
Gaalswyk, Mark & Melissa	2855
Sullwold, Cindy	2950
Mays, Stacy	2980
Kuschel, Courtney & Tony	3005

Special Assessment Toolkit

Discusses city authority to levy special assessments for local improvements like streets, waterworks, sanitary sewer and more. It defines special assessments, gives a synopsis of the procedure, discusses challenges by property owners, levying and collecting assessments, borrowing, making corrections, and applicability to tax exempt and railroad properties.



This toolbox icon marks the link to a downloadable tool. All tools are listed and available on the [League's website](#).

RELEVANT LINKS:

[Minn. Stat. ch. 429.](#)

See Section VIII: *Charter cities*.

Take action with Information Memo toolkits. They contain the forms, samples or models a city can use to act on a process or project. Look for the toolkit icon so you can download that tool to use or modify it for your city.

I. What are special assessments?

Special assessments are a charge imposed on properties for a particular improvement that benefits the owners of those selected properties. The authority to use special assessments originates in the state constitution which allows the state legislature to give cities and other governmental units the authority “to levy and collect assessments for local improvements upon property benefited thereby.” The legislature confers that authority to cities in Minnesota Statutes Chapter 429. Court decisions and attorney general opinions interpreting the statute add complexity to the issue.

A charter city may choose to use either Chapter 429 or provisions of the charter to assess for local improvements but even so state law requires that charter cities follow state law in certain steps of the proceedings, as discussed subsequently.

To ensure full protection for property owners, state law and courts applying that law insist on strict compliance with complex procedural requirements. Because these requirements have legal implications, city councils should have the city attorney guide assessment proceedings.

Special assessments have three distinct characteristics:

- They are a levy a city uses to finance, or partially finance, a particular public improvement program.
- The city levies the charge only against those particular parcels of property that receive some special benefit from the program.
- The amount of the charge bears a direct relationship to the value of the benefits the property receives.

RELEVANT LINKS:

[*Buzick v. City of Blaine*, 505 N.W.2d 51 \(Minn. 1993\).](#)

[*EHW Properties v. City of Eagan*, 503 N.W.2d 135 \(Minn. Ct. App. 1993\).](#)
[*Schumacher v. City of Excelsior*, 427 N.W.2d 235 \(Minn. 1988\).](#) [*Tri-State Land Co. v. City of Shoreview*, 290 N.W.2d 775 \(Minn. 1980\).](#)

[*Buettner v. City of St. Cloud*, 277 N.W.2d 199 \(Minn. 1979\).](#)
[*Southview County Club v. City of Inver Grove Heights*, 263 N.W. 2d 385 \(Minn. 1978\).](#)
[*Minn. Const. art X, § 1.*](#)

A. What do special assessments pay for?

Special assessments have a number of important uses:

- The most typical use is to pay for infrastructure in undeveloped areas of a city, particularly when the city is converting new tracts of land to urban or residential use. Special assessments frequently pay for opening and surfacing streets; installing utility lines and constructing curbs, gutters, and sidewalks.
- Special assessments may partially underwrite the cost of major maintenance programs. Cities often finance large scale repairs and maintenance operations on streets, sidewalks, sewers, and similar facilities in part with special assessments.
- Another use of special assessments is the redevelopment of existing neighborhoods. Cities use special assessments when areas age and the infrastructure needs updating.

B. The special benefit test

Special assessments reflect the influence of a specific local improvement on the value of selected property. No matter what method the city uses to establish the amount of the assessment, the real measure of benefit is the increase in the market value of the land because of the improvement.

Under the special benefit test, special assessments are presumptively valid if:

- The land receives a special benefit from the improvement.
- The assessment does not exceed the special benefit measured by the increase in market value due to the improvement.
- The assessment is uniform as applied to the same class of property, in the assessed area.

Because special assessments are appealable to district court, it is important that the city considers the benefit to the property as a result of the specific improvement. Councils can and sometimes do this by retaining a qualified, licensed appraiser. At the hearings on the assessments, the council may choose to have the appraiser present a written or oral report on the increase in market value as a result of the improvement.

A special assessment that exceeds the special benefit is a taking of property without fair compensation and violates both the Fourteenth Amendment of the United States Constitution and the Minnesota Constitution. Property assessed must enjoy a corresponding benefit from the local improvement. This is a different concept than property tax valuation. The Minnesota Constitution states:

RELEVANT LINKS:

Ewert v. City of Winthrop, 278 N.W.2d 545 (Minn. 1979).

Bisbee v. City of Fairmont, 593 N.W.2d 714 (Minn. Ct. App. 1999). *Quality Homes, Inc. v. Village of New Brighton*, 289 Minn. 274, 193 N.W.2d 555 (1971). *Anderson v. City of Bemidji*, 295 N.W.2d 555 (Minn. 1980). *Village of Edina v. Joseph*, 264 Minn. 84, 119 N.W.2d 809 (1962).

Roberts v. City of Crystal Lake, No. A03-172 (Minn. Ct. App. Nov. 4, 2003) (unpublished decision). *Allen v. City of Minneapolis*, No. C1-02-1506 (Minn. Ct. App. April 23, 2003) (unpublished decision). *Haverberg v. City of Madison*, No. C8-02-1146 (Minn. Ct. App. Jan. 28, 2003) (unpublished decision).

Eagle Creek Townhomes v. City of Shakopee, 614 N.W.2d 246 (Minn. Ct. App. 2000). *Shorma Family Trust v. Maine Township*, No. C9-01-1548 (Minn. Ct. App. April 16, 2002) (unpublished decision). *Belanger v. City of Long Lake*, No. C1-99-1347 (Minn. Ct. App. May 9, 2000) (unpublished decision). *Reiling v. City of Lino Lakes*, No. C7-99-1594 (Minn. Ct. App. Apr. 11, 2000) (unpublished decision). *Anderson v. City of Buffalo*, No. C7-99-641 (Minn. Ct. App. Jan. 18, 2000) (unpublished decision). *Rohling v. City of Champlin*, No. C3-98-1209 (Minn. Ct. App. Feb. 16, 1999) (unpublished decision). *In re Appeal by Eastside Development*, C4-01-582; (Minn. Ct. App. 2001) (unpublished decision).

“The Legislature may authorize municipal corporations to levy and collect assessments for local improvements upon property benefited thereby without regard to cash valuation.” As the courts have made clear, the special benefit is the increase in market value of the land as a result of the improvement.

If a city’s assessment is challenged in district court, the assessment roll constitutes prima facie (or initial) proof that an assessment does not exceed the special benefit. The party contesting the assessment must introduce evidence sufficient to overcome that presumption. If the evidence as to the special benefit is conflicting it is the responsibility of the district court to determine whether the assessment exceeds the market value increase and, if so, by what amount.

For this reason, the city’s assessment method should at least approximate market-value analysis. A formula that does not consider an analysis of the increase in market value of each parcel may be invalid. For instance, a method that bases assessment amounts on the average costs of street improvement projects from previous years and doesn’t take into consideration the cost of the currently proposed project has been found arbitrary and invalid on its face.

Courts often uphold special assessments based on evidence from a city’s qualified and licensed appraiser that the assessment did not exceed the increase in market value as a result of the improvement.

However, in many published and unpublished opinions, the appellate courts have routinely upheld decisions that went against the city because the district court found a lack of adequate evidence of a market value increase equal to or exceeding the amount of the special assessment.

RELEVANT LINKS:

In re Appeal by Eastside Development, No.C4-01-582 (Minn. Ct. App. Sept. 11, 2001). *Blomquist v. City of Eagan*, No. C2-00-1591 (Minn. Ct. App. May 1, 2001) (unpublished decision).

Johnson v. City of Eagan, 584 N.W.2d 770 (Minn. 1998).

In re Village of Burnsville, 310 Minn. 32, 245 N.W.2d 445 (Minn. 1976).

Nordgren v. City of Maplewood, 326 N.W.2d 640 (Minn. 1982).
Minn. Stat. § 444.075.
Smith v. Spring Lake Township, No. C0-01-370 (Minn. Ct. App. Nov. 20, 2001) (unpublished decision).

Farmers Ins. Grp. v. Comm’r of Taxation, 153 N.W.2d 236 (Minn. 1967) (Only those cases where regulation is the primary purpose of a revenue-raising law can be specially referred to the police power.)
Am. Bank v. City of Minneapolis, 802 N.W.2d 781 (Minn. Ct. App. 2011).
First Baptist Church v. St. Paul, 884 N.W.2d 355 (Minn. 2016).

Id. at 365.

Especially with regard to street improvements, it can be difficult to demonstrate that there is an increase in market value as a result of the resurfacing or reconstruction, though not impossible, depending on the circumstances.

When a court disallows a portion of an assessment because it was in excess of the benefit to the specific property, the city may not try to recoup the disallowed amount through another method—such as by imposing a charge for a utility line on only that property and not on the other properties involved in the assessment. When the cost of an improvement exceeds the benefit, the difference must not be borne by a particular property, but instead by the city as a whole.

The Minnesota Supreme Court has held that connection charges, based on a different state law, are not assessments and may be imposed on top of prior assessments. One unpublished Court of Appeals decision, however, held that the cost of the connection charges should be included with the amount of special assessments in determining the special benefit to the property.

Applicability of the special benefit test to a given assessment relies on whether it arises out of regulation of conduct. The Minnesota Court of Appeals has held that the special benefit test does not apply to unpaid special charges collected in the form of special assessments when defraying the cost of providing “police power” services such as removal of public nuisances. However, the Minnesota Supreme Court has held a right-of-way assessment largely collected to address “standard wear and tear on the streets, caused largely by Minnesota weather and use by the general public” with services such as snow plowing and ice control, is not a regulation of landowner conduct. An assessment such as this, the Court held, that is “annually recurring, imposed nearly city wide, benefiting largely the general public traveling the rights-of-way, with diverse services largely provided on an ‘as needed’ basis,” is charged under the taxing power and is subject to the special benefit test.

C. Practical points to consider

The following three strategies help avoid the problem of proceeding on estimates that do not equal actual revenue.

1. Coordinating procedures

Chapter 429 allows coordinating the timelines of the special assessment and competitive bidding processes in a way that may protect the city from successful appeals and ensuing budget shortfalls. The city may determine the assessment amount and prepare the assessment roll before work on the local improvement even begins.

RELEVANT LINKS:

[Minn. Stat. § 471.345.](#)
[Minn. Stat. § 429.041,](#)
[subd.1.](#)

See Section II-A-2: *By council.*

[Ruzic v. City of Eden Prairie,](#)
[479 N.W.2d 417 \(Minn. Ct.](#)
[App. 1991\).](#)
[Minn. Stat. § 429.081.](#)
[Minn. Stat. § 462.3531.](#)

The competitive bidding threshold for all cities, regardless of size, is \$175,000. Thus, special assessment projects must be bid if the estimated cost exceeds \$175,000. If needed, the city may advertise for bids and allow sufficient time after the bid closing date to permit the city to prepare the assessment roll based on the lowest responsible bid the city receives and to hold the assessment hearing (the second hearing) based on that low bid. The city then proceeds with the actual work of the project after certification of the assessment roll and the 30-day appeal period is over.

Using this “coordinated procedure” means the city knows both important numbers up front -- how much money will be available through special assessments and the cost of the local improvement. Because the time for appeals is over before the contract is issued, the city will not need to cover potential budget shortfalls that may occur if a property owner successfully challenges a special assessment or the lowest bid comes in higher than expected. This Guide and the forms attached track this coordinated procedural format.

For larger projects in particular, city councils should seriously consider having provisions in the specifications that give the city more time to accept or reject bids. Either the city can make the improvement contract conditional on the absence of objections filed within 30 days after the assessment hearing, or the city may specify (in the bid documents, or specifications) that the improvement work will not begin until 90 days after the city receives bids. Under both strategies, the council would not enter into a binding contract, nor would any improvement work start until after the improvement and assessment hearings and the time for appeals elapses.

2. Specially assessing less of the cost

The city can also avoid appeals by paying a substantial portion of the cost of all improvements out of general funds. The larger the portion of cost the city assumes, the less the chances that any individual assessment would exceed the benefit from the improvement as measured by the increase in market value.

Indeed, the council can proceed with the proposed assessment based on estimates -- and plan to use monies from a reserve fund from general taxes and other uncommitted sources of revenue making up any difference between the assessments and the project cost.

3. Waivers

The council might obtain, under certain circumstances, waivers of rights to appeal before entering into the contract and ordering the improvement. Any waiver of rights is effective only for the amount of assessment agreed on by the city and property owners or developers.

RELEVANT LINKS:



See LMC model, [Agreement of Assessment and Waiver](#) (Form 2).

An effective waiver of rights of appeal is essentially a contract and may contain additional conditions providing for the increases in assessments that will not be subject to appeal; consult the city attorney for specific advice on effective waivers.

D. Pros and cons of special assessments

Following is a summary of the advantages and disadvantages of special assessment financing. The council can avoid many of the disadvantages with adequate plans and a long-range capital improvement program.

Advantages of special assessment financing include:

- Special assessments are generally a dependable source of revenue.
- Special assessments are a means of raising money outside city debt and general property taxes. (Special assessment bonds do not count toward statutory debt limitations).
- Special assessments provide a means of levying charges for public services against property otherwise exempt from taxation.
- Special assessments lower the cost to the community of bringing undeveloped land into urban use.
- Charging the property owner for the benefit received prevents or minimizes the possibility that a property owner will reap a financial profit from the improvement at the expense of the general taxpayer.

Disadvantages of special assessment financing include:

- The difficulty and expense in establishing the special benefit to the property.
- The difficulties in special assessment administration. The administrative procedures require careful execution in order to avoid litigation.
- Cities have at times used special assessments to pay for premature public improvements. Because the city generally bears some of the cost of every public improvement, land speculators sometimes urge councils to do unjustifiable special assessment programs.
- The availability of special assessment financing often tempts city officials to underwrite the cost of governmental programs that should be an obligation of the entire city.
- Unless special assessments conform to a city's long-term financial and capital improvement plans, they can subject a city to two serious financial dangers. First, if a city frequently undertakes special assessment bond issues backed by the full faith and credit of a city in an unplanned manner, city credit might be overextended. This leads to higher interest charges on all city and school district borrowing and increases the possibility of default.

RELEVANT LINKS:

See Section I-B: *The special benefit test.*

Second, placing too heavy a burden on individual property owners (with special assessments and regular property taxes) runs the risk of increasing tax delinquencies and potentially jeopardizes a city's credit and borrowing position.

- From the council's point of view, the public's reaction to a proposed special assessment might be the most important determinative factor. While taxpayer resistance is usually minimal, this is not true in every instance. Special assessment programs receive much greater public support if the council adequately informs people of its intentions to make the improvement, the benefit the improvements will provide, and the necessary financial demands.

E. Special assessment policies

Some cities have attempted to minimize the controversy over special assessment financing by adopting a special assessment policy (not an ordinance). Whatever the policy provides it must adhere to the rule that the amount of a special assessment cannot exceed the special benefit to the property as measured by increase in market value due to the improvement.

With frequent turnover on the council a policy may increase consistency in the use of financing improvements with special assessments. Justifying council decisions in a particular case may also be easier with a policy in place. An updated and current special assessment policy may also facilitate the development of a long-range capital program for public improvements.

A policy should reflect basic procedural decisions on financing local improvements -- decisions that the council must think through carefully, considering past practice, equity, revenue productivity, political acceptability, and the rest of the city's revenue system. Practically speaking, many city special assessment policies provide procedures for city-specific issues, such as assessing oddly shaped lots, corner lots, lots with septic systems and what method of assessment the city uses. (E.g. including but not limited to the area method of assessment, unit method or a per lot assessment). Cities may wish to work with citizens, appraisers, an attorney and city engineers to develop a special assessment policy that fits the unique needs of their city.

F. Programs cities may finance with special assessments

Generally, cities use special assessments to at least partially finance a variety of public improvements. Cities may also use special assessments to collect certain unpaid service charges, discussed in the next section.

RELEVANT LINKS:

[Minn. Stat. § 429.021.](#)

[Minn. Stat. § 429.021, subd. 1\(1\).](#)

[Minn. Stat. § 429.021, subd. 1\(2\).](#)

[Minn. Stat. § 429.021, subd. 1\(3\).](#)

[Minn. Stat. § 429.021, subd. 1\(4\).](#)

[Minn. Stat. § 429.021, subd. 1\(5\).](#)

[Minn. Stat. § 444.075.](#)
[A.G. Op. 387-B-10 \(Mar. 8, 1993\).](#)
[Minn. Stat. § 429.091, subd. 7a.](#)

[Minn. Stat. § 429.021, subd. 1\(6\).](#)

[Minn. Stat. § 429.021, subd. 1\(7\).](#)

[Minn. Stat. § 429.021, subd. 1\(8\).](#)

[Minn. Stat. § 429.021, subd. 1\(9\).](#)

[Minn. Stat. § 429.021, subd. 1\(10\).](#)

1. Local improvements

Cities are statutorily authorized to finance the following public improvements at least partially through special assessments:

- **Streets, sidewalks, alleys, curbs and gutters:** Acquiring, opening, and widening streets and alleys; constructing, reconstructing, and maintaining sidewalks, streets, gutters, curbs, and vehicle parking strips. (These projects may include charges for beautification, storm sewers, or other street drainage systems, and installation of connections from utilities to curb lines).
- **Storm and sanitary sewer systems:** Acquisition, development, construction, reconstruction, extension, and maintenance of storm and sanitary sewer systems including outlets, treatment plants, pumps, lift stations, and storm water holding areas and ponds.
- **Steam heating mains:** Construction, reconstruction, extension, and maintenance.
- **Street lighting systems:** Installation, replacement, extension, and maintenance.
- **Waterworks systems:** Construction, reconstruction, extension, and maintenance. (This includes all appurtenances of a waterworks system, even the treatment plant). Special assessments may also pay for the infrastructure necessary to maintain water, sewer, and storm sewer systems; and for the payment of any obligations issued to pay the costs of the waterworks facilities and systems or to refund bonds issued for those purposes.
- **Parks, playgrounds, and recreational facilities:** To acquire, improve and equip parks, open space areas, playgrounds, and recreational facilities within or without the corporate limits.
- **Street trees:** Planting, trimming, care, and removal.
- **Abating nuisances:** Includes, but not limited to, draining and filling swamps, marshes, and ponds on public or private property.
- **Dikes and other flood control works:** Construction, reconstruction, extension, and maintenance.
- **Retaining and area walls, including highway noise barriers:** Construction, reconstruction, extension, and maintenance.

RELEVANT LINKS:

[Minn. Stat. § 429.021, subd. 1\(11\).](#)
[Minn. Stat. § 429.031, subd. 3.](#)

[Minn. Stat. § 429.021, subd. 1\(12\).](#)

[Minn. Stat. § 429.021, subd. 1\(13\).](#)

[Minn. Stat. § 429.021, subd. 1\(14\).](#)

[Minn. Stat. § 429.021, subd. 1\(15\).](#) [Minn. Stat. § 429.031, subd. 3.](#)

[Minn. Stat. § 429.021, subd. 1\(16\).](#)

[Minn. Stat. § 429.021, subd. 1\(17\).](#)

[Minn. Stat. § 429.021, subd. 1\(18\).](#)

[Minn. Stat. § 429.021, subd. 1\(19\).](#)

[Minn. Stat. § 429.031, subd. 3.](#)
[Minn. Stat. § 429.011, subd. 16.](#)

- **Pedestrian skyway systems:** Construction, reconstruction, maintenance, and promotion of bridges, overpasses, hallways, plazas, elevators, and escalators on public or private property. A petition for a pedestrian skyway system must meet unique statutory requirements.
- **Underground pedestrian concourses:** Construction, reconstruction, maintenance, and promotion of tunnels, arcades, plazas, elevators, and escalators.
- **Malls:** Acquisition, construction, improvement, alteration, extension, operation, maintenance, and promotion of public malls, plazas or courtyards.
- **District heating systems:** Construction, reconstruction, extension, and maintenance of district heating systems.
- **Fire protection systems:** Construction in existing buildings upon petition of owners. A petition for a fire protection system, on public or private property, must meet unique statutory requirements.
- **Highway sound barriers:** Acquisition, construction, reconstruction, improvement, alteration, extension, and maintenance of highway sound barriers.
- **Gas and electric distribution facilities:** Improvement, construction, reconstruction, extension, and maintenance of gas and electric distribution facilities owned by a municipal gas or electric utility.
- **Markers relating to 911 services:** Purchase, installation, and maintenance of signs, posts, and other address markers related to the operation of enhanced 911 services.
- **Internet access:** Improvements, construction, extension, and maintenance of facilities for Internet access, and other communication purposes, if the council finds that the facilities:
 - Are necessary to make Internet access (or other communications services) available that are not and will not be available through other providers or the private market in the reasonably foreseeable future.
 - Provide services that will not compete with service provided by private entities.
- **On-site water contaminant systems:** Installation of publicly or privately-owned pipes, wells, and other devices and equipment in or outside a building for the primary purpose of eliminating water contamination caused by lead or other toxic or health threatening substances in the water. A petition for an on-site water contaminant system must meet unique statutory requirements.

RELEVANT LINKS:

Minn. Stat. § 429.021, subd. 1(20).
Minn. Stat. § 429.031, subd. 3.

Minn. Stat. § 459.14.

Minn. Stat. §§ 216C.435-.437.
Minn. Stat. § 429.021, subd. 1(21).
Minn. Stat. § 429.101, subd. 1(c).

Joint Indep. Sch. Dist. No. 287 v. City of Brooklyn Park, 256 N.W.2d 512 (Minn. 1977).
In re Village of Burnsville, 310 Minn. 32, 245 N.W.2d 445 (Minn. 1976).

Minn. Stat. § 429.101, subds. 1, 2.
Minn. Stat. § 412.221, subd. 6.

Minn. Stat. § 429.101, subd. 2.
Sykes v. Rochester, 787 N.W.2d 192 (Minn. Ct. App. 2010).

Minn. Stat. § 429.101, subd. 1(a)(1).
Minn. Stat. § 429.101, subd. 1(a)(2).
Minn. Stat. § 429.101, subd. 1(a)(3).

- **Burying overhead utility lines within the public right-of-way:** Cities can only finance the burying of overhead utility lines with special assessments in response to a petition from all the abutting landowners. In addition, burying the lines in the public right of way must exceed the utility's design and construction standards, or those set by law, tariff, or franchise. In that situation all or a portion of the costs associated with burying the lines, or altering a new or existing distribution system, can be specially assessed as agreed to with an electric utility, telecommunications carrier, or cable system.
- **Parking facilities:** Acquisition and construction.
- **Energy improvement programs:** Cities may finance cost-effective energy improvements to residential dwellings, or commercial or industrial buildings, through revenue bonds funded by special assessments. Among other requirements of such a program is a petition by all owners of the qualifying real property requesting collections of repayments as special assessments as with other unpaid charges assessable under chapter 429.

Chapter 429 defines a number of projects as local improvements that may benefit the entire city, such as a sewage disposal plant, interceptor sewer or water treatment plant. The constitutional provision authorizing special assessments for local improvements may allow these kinds of projects as long as they confer a special benefit on assessed property that the improvements do not confer upon the city as a whole.

2. Assessing unpaid special service charges

Cities may, through an ordinance, require that property owners perform certain property-related special services -- or the ordinance can allow that the city performs the special services and sends a bill to property owner for the work. If the property owner fails to pay, the city may assess for all or any part of the unpaid charges as a special assessment against the property benefitted. When assessing unpaid service charges, cities must follow some, but not all, of the special assessment notice, hearing and calculation procedures in Chapter 429.

The law specifically lists the special services that cities can specially assess if not paid by the property owner or occupant. Statutory cities cannot add the following to this list, but charter cities may be able to add to it by charter amendment:

- Snow, ice and rubbish removal from sidewalks.
- Weed elimination from streets and private property.
- Removal or elimination of public health or safety hazards from private property, excluding any hazardous or substandard buildings.

RELEVANT LINKS:

[Minn. Stat. § 429.101, subd. 1\(a\)\(4\).](#)

[Minn. Stat. § 429.101, subd. 1\(a\)\(5\).](#)

[Minn. Stat. § 429.101, subd. 1\(a\)\(6\).](#)

[Minn. Stat. § 429.101, subd. 1\(a\)\(7\).](#)

[Minn. Stat. § 429.101, subd. 1\(a\)\(8\).](#)

[Minn. Stat. § 429.101, subd. 1\(a\)\(9\).](#)

[Minn. Stat. § 429.101, subd. 1\(a\)\(10\).](#)

[Minn. Stat. § 429.101, subd. 1\(a\)\(12\).](#)

[Minn. Stat. § 443.015.](#)

[Minn. Stat. § 429.101, subd. 1\(b\).](#)

[Minn. Stat. § 429.101, subd. 2.](#) See also [Sykes v. Rochester](#), 787 N.W.2d 192 (Minn. Ct. App. 2010). [Am. Bank v. City of Minneapolis](#), 802 N.W.2d 781 (Minn. Ct. App. 2011).

[Minn. Stat. § 429.101, subd. 3.](#)



All model forms in a compressed file.

- Installation and repair of water service lines, and sprinkling and dust treatments.
- Trimming and care of trees, and removal of unsound trees.
- Treatment and removal of insect-infested or diseased trees on private property and the repair of sidewalks and alleys.
- Operation of a street lighting system.
- Operation and maintenance of a fire protection or a pedestrian skyway system.
- Inspections related to a municipal housing maintenance code violation.
- Recovery of payments to rehabilitate and/or maintain safe and habitable housing conditions over the useful life of a house or land - including payment of utility bills and other services, even if provided by a third party in rental situations.
- The recovery of delinquent vacant building registration fees under a municipal program designed to identify and register vacant buildings.
- Garbage collection and disposal.

Again, a city cannot exercise this authority until passing an authorizing ordinance providing that such matters are the responsibility of the property owner. (The ordinance cannot require that property owners perform street sprinkling or other dust treatment, alley repair, tree trimming, care, and removal or the operation of a street lighting system.)

Unpaid charges collected as special assessments are subject to the same notice, hearing, and appeal requirements as any other special assessments. They are not, however, subject to the special benefit test.

Cities may issue bonds or other debt instruments to finance the cost of special services in the same manner as for local improvements, with three modifications:

- These obligations may not run for more than two years.
- The amount of debt a city issues at any one time may not exceed the estimated cost of the work it will do during the next six months.
- The council must set up a separate fund for each of the different services financed through this procedure.

II. Synopsis of procedures

The following discussion is a guide, but not legal advice, as to the proper fulfillment of special assessment procedures. The council should consult an attorney familiar with the individual project to make sure the city follows all legal procedures.

RELEVANT LINKS:

[Gadey v. City of Minneapolis](#), 517 N.W.2d 344 (Minn. Ct. App. 1994).

[Minn. Stat. ch. 429](#).

[Minn. Stat. § 429.031](#).

[Minn. Stat. § 429.031, subd. 1\(f\)](#).



LMC model, [Petition for Local Improvement – more than 35% of property owners](#) (Form 3).

A.G. Op. 396g7 (June 9, 1958).

[City of Brainerd v. Brainerd Investments Partnership](#), 827 N.W. 2d 752 (Minn. 2013).

A.G. Op. 387-B-10 (June 29, 1954). A.G. Op. 408-C (October 28, 1954).



LMC model, [Petition for Local Improvement - 100% of property owners](#) (Form 1).

and
LMC model, [Agreement of Assessment and Waiver of Irregularity and Appeal](#) (Form 2).

If the proper procedures are not followed, a court may set the assessment aside and order a reassessment.

In general, Chapter 429 proposes the following steps.

A. Initiation of proceedings

Either a petition from affected property owners or the council initiates Chapter 429 proceedings.

1. By petition

If the council chooses to proceed with an improvement based on a petition (they are not required to do so) it must have the signatures of the owners of at least 35 percent in frontage of the property bordering the proposed improvements. Computing the 35 percent is not always easy.

The Minnesota Attorney General has opined that the 35 percent requirement applies to the entire area petitioning for the local improvement, so each specific street need not meet it.

The Minnesota Supreme Court finds that the state may be an “owner” for purposes of this 35 percent petition. (The Court finds the statute unambiguous and refuses to consider extrinsic evidence by looking at three Attorney General Opinions. These Opinions suggested that neither the state nor the city is an “owner” for purposes of this 35 percent petition.)

If the council relies upon the petition as its basis for proceeding, it cannot make a substantial change in the nature of the improvement from that asked for in the petition. For example, it may not order an improvement for water and sewer when the petition has asked for water alone, or add curb and gutter to a petition for blacktop.

In some cases, for example buried utility lines, 100 percent of landowners must petition for an improvement.

RELEVANT LINKS:

[Minn. Stat. § 429.035.](#)
[Minn. Stat. § 429.036.](#)



LMC model, [Resolution Declaring Adequacy of Petition and Ordering Preparation of Report](#) (Form 4).

[Minn. Stat. § 429.031, subd. 1\(f\).](#)



LMC model, [Alternate Resolution Ordering Preparation of Report on Improvement](#) (Form 4-Alt).

See Section II-F-1: *Voting requirements for ordering the improvement.*

[Minn. Stat. § 429.031, subd. 1\(b\).](#)

[Minn. Stat. § 429.031, subd. 1\(d\).](#)



LMC model, [Resolution Receiving Feasibility Report and Calling Hearing on Improvement](#) (Form 5).

The council must pass and publish a resolution determining whether the petition is legally sufficient or not. Any person directly affected by the resolution may challenge the council's determination (as to the legal sufficiency of the petition) in district court. The appeal must be made within 30 days and include a bond of \$250.

2. By council

The council certainly may act on its own initiative in proposing a local improvement and ordering a feasibility report. As a practical note, an extraordinary majority vote from the council is not necessary to initiate the proceedings. (Later in the process, a four-fifths council vote will be required to pass the resolution ordering an improvement initiated by council). The council must calculate the cost of the improvement or direct staff to do so.

B. Feasibility report

Whether initiated by petition or by council, Chapter 429 requires that the city engineer, or another person with similar skills, prepare what is commonly called a "feasibility report." (Bond attorneys require a certified copy of a feasibility report before issuing bonds to finance a local improvement.) The feasibility report must cover such factors as whether the project is necessary, the availability of money in the general fund to pay the city's share of the cost, an estimate of that cost, whether the improvement is cost effective, and any other information necessary for council consideration.

Note: If someone other than a city employee prepares the report, the law prohibits using a percentage of the costs of the proposed improvement as a basis to pay for the report. The feasibility report must also include the estimated cost of the improvement as recommended. Since a reasonable estimate of the total amount to be assessed, and a description of the methodology used to calculate individual assessments for affected parcels, must be available at the hearing, it could be part of the commissioned report. The feasibility report is integral to the assessment process. Best practice suggests that the city council pass a resolution receiving the report and provide preliminary notice of the improvement.

RELEVANT LINKS:

See Section I-B: *The special benefit test*.

Minn. Stat. § 429.061, subd. 1.



LMC model, *Resolution Declaring Cost to Be Assessed and Ordering Preparation of Proposed Assessment* (Form 12). Minn. Stat. § 429.051, applied in *In Re Mackubin St.*, 279 Minn. 193, 155 N.W.2d 905 (1968).

See Section I-B: *The special benefit test*.

C. Initial considerations

Overall the law requires two public hearings commonly known as an improvement hearing and an assessment hearing; in between these two public hearings councils may order the improvement, decide how to construct the project and tabulate an assessment roll. This Guide outlines some initial considerations, describes the improvement hearing, discusses ordering and constructing the improvement; and subsequently addresses the assessment hearing.

1. Determining benefit districts

Determining what area benefits from improvement projects, or the area against which the city will levy assessments, is a major policy decision for the city council. The benefit district (or assessment district) varies with the kind of improvement. For some improvements, such as a new water tank, the area benefited might be very large. In levying an assessment to finance the tank's construction, for example, the council might assess the entire area the tank services. The special benefit test still applies. City staff, city engineers, consultants and attorneys may provide the basis for council to determine what area or district to assess for a specific improvement because that area benefits from the improvement.

2. City's share

At any time before or after the city actually incurs expenses for the improvement, the council must pass a resolution determining how much the city plans to pay (above and beyond what it may decide to pay for city-owned property in the assessment area) and separate from amounts to be assessed. Cities may assess the cost of an improvement to property benefited whether or not any part of the cost of the improvement is paid from the county state-aid highway fund, the municipal state-aid street fund or the trunk highway fund. Best practice suggests the council work with an appraiser and an attorney to determine the appropriate city share of a particular project.

The council must also decide, with consultation from staff and consultants, which cost allocation methodology most nearly equates costs and benefit. Such methodology is often described as unit or area charges and involves classification of assessed properties. (The third prong of the benefit test requires a uniform assessment applied to the same class of property, in the assessed area). Methodology may address the treatment of corner and odd-shaped lots. Many cities have adopted a policy of paying for all intersections, crosswalks, curb returns, and similar parts of public improvement projects not immediately fronting on private property. Other communities distribute the same costs over the benefited area.

RELEVANT LINKS:



LMC model, [Resolution Ordering Installation of Service Lateral for Sewer and Water in Advance of Street Paving](#) (Form 8).

[Minn. R. 7560.0100, subp. 12.](#)

[Minn. R. ch. 7560.](#)

See LMC information memo, [Acquisition and Maintenance of City Streets](#).

[Minn. Stat. § 429.031, subd. 3.](#)

See Section II-A-1, [Initiation of proceedings by petition](#).

[Minn. Stat. § 429.021, subd. 2.](#)

[Minn. Stat. § 462.356, subd. 2.](#)

3. Non-abutting property

Normally, cities assess all properties abutting or bordering on the improvement, but the council may wish to levy assessments against adjacent, non-abutting properties if the properties benefit from the improvement.

4. Service laterals

City utility ordinances often require that property owners maintain private water or sewer service laterals. "Service lateral" means an underground facility that is used to transmit, distribute, or furnish gas, electricity, communications, or water from a common source to an end-use customer. A service lateral is also an underground facility that is used in the removal of wastewater from a customer's premises. When an improvement project requires new service laterals, and the city's ordinance assigns responsibility for service laterals to property owners, the city may require that property owners install or replace them. If the property owner fails to do so, the city may (with notice) install or replace the service lateral and charge the cost to the property owner. Note: under state utility marking rule, cities must locate the portion of the service lateral within the public right-of-way.

5. May omit improvement hearing

The council may omit the improvement hearing if 100 percent of the affected landowners sign the petition requesting the improvement. Cities should be aware that the law is not as clear on omitting a public hearing where the city pays for any portion of the petitioned for local improvement. In that case, where landowners do not pay all the costs of the local improvement, cities may still want to hold both public hearings.

6. Two or more simultaneous local improvements

If a city proposes undertaking two or more local improvements simultaneously the city does not need to issue separate notices and hold separate improvement hearings.

An improvement on two or more streets or two or more types of improvement in or on the same street or streets or different streets may be included in one proceeding and conducted as one improvement.

7. Local planning agency review

If a city has a comprehensive plan, the council may not approve a capital improvement project until the local planning agency reviews whether the improvement complies with the comprehensive plan and reports its findings to the council in writing.

RELEVANT LINKS:

Minn. Stat. § 429.031, subd. 1(a).



LMC model, *Notice of Hearing on Improvement* (Form 6).

Minn. Stat. § 429.031, subd. 1(a).

Klapmier v. Town of Center, 346 N.W.2d 133 (Minn. 1984).

Minn. Stat. § 429.031, subd. 1.
See Section V: Tax-exempt property.

(Capital improvement simply means the basic facilities, services, and installations needed for the functioning of a city, including transportation, water, storm water, wastewater plants and pipes, and so on). The council may -- by resolution adopted by two-thirds vote -- dispense with this requirement to send the capital improvement to the local planning agency for review if, in the council's judgment, it finds that the proposed capital improvement has no relationship to the comprehensive plan.

D. Prepare for the improvement hearing

The purpose of the first hearing is for the council to discuss a specific local improvement before ordering it done. The council considers all the information in the feasibility report and any other information necessary for council deliberation.

1. Publish notice of the improvement hearing

The city must publish notice of the initial public hearing (the improvement hearing) on the proposed project twice in the official newspaper, stating the time and place of the hearing, the general nature of the improvement, the estimated cost, and the area proposed to be assessed. The notices must appear at least one week apart. At least three days must elapse between the last publication date and the date of the hearing.

2. Mail notice of improvement hearing

The city must mail a notice once to each property owner in the proposed assessment area, at least 10 days prior to the improvement hearing that states the time and place of the hearing, the general nature of the improvement, the estimated cost and the proposed assessment area. The notice must also contain a statement that a reasonable estimate of the cost of the assessment will be available at the hearing.

Cities will want to use great care when notifying citizens about assessment proceedings. An accurate description of the assessment area is important. The law requires detailed and careful notification to communicate which property owners face paying assessments for local improvements.

According to the statute, failure to give mailed notice of the improvement hearing will not invalidate subsequent assessment proceedings. In spite of this statutory language one case found that failure to include the correct information in mailed notices invalidated the entire special assessment proceeding on that property.

Tax exempt properties or those not listed on county tax records potentially pose problems for cities when notifying property owners about public hearings regarding special assessments.

RELEVANT LINKS:

[Minn. Stat. § 303.10.](#)

[Minn. Stat. § 435.19, subd. 2.](#)

[In re Channel Lane](#), 444 N.W.2d 602 (Minn. Ct. App. 1989).
[Minn. Stat. § 429.031, subd. 1.](#)

[Minn. Stat. § 429.031, subd. 1\(f\).](#)

[Minn. Stat. § 429.031, subd. 1\(f\).](#)



LMC model, [Resolution Ordering Improvement and Preparation of Plans](#) (Form 7).

[Minn. Stat. § 429.031, subd. 1\(f\).](#)

[Nastrom v. City of Blaine](#), 515 N.W.2d 374, (Minn. 1994).



LMC model, [Alternative Resolution Ordering Improvement and preparation of Plans](#) (Form 7-Alt).

Cities may use any “practicable means” to determine the owners of such property. This could include mailing notice to the owner’s principal office in the state or the owner’s registered business office. Notice to other governmental entities must be sent out at least two weeks before the improvement hearing, by registered or certified mail to the head of the instrumentality, department or agency having jurisdiction over the property.

E. Improvement hearing

At the improvement hearing, interested persons may voice their concerns, whether or not they are in the proposed assessment area. A reasonable estimate of the total amount to be assessed and a description of the methodology used to calculate individual assessments for affected parcels must be available at the hearing. If the council rejects the project, it may not reconsider that same project unless another hearing is held following the required notice. The council must prepare a record of the proceedings and make written findings.

The council may adjourn and subsequently continue the improvement hearing. To provide proper notice, before the improvement hearing is adjourned, the council must state on the record, the date, time and place of the continuation of the improvement hearing, if any.

F. Ordering the improvement

A resolution ordering the improvement may be adopted at any time within six months after the date of the improvement hearing. This resolution may reduce, but not increase, the extent of the improvement as stated in the notice of hearing. As a practical matter, if the cost of improvement and thus the amount to be assessed changes by at least 25%, council might wish to hold the improvement hearing again.

1. Vote requirements for ordering the improvement

If the improvement is made pursuant to a legally sufficient petition from property owners, the council adopts the resolution by a simple majority vote of all members of the council.

If there is not a petition, adoption requires a “super-majority” vote, meaning the council can only adopt the resolution by a four-fifths vote of all members of the council. (If the mayor of a charter city has no vote or votes only in case of a tie, the mayor is not considered a member for the purpose of determining a four-fifths majority vote).

RELEVANT LINKS:

[Minn. Stat. § 462.356.](#)

[Minn. Stat. § 429.031, subd. 1\(f\).](#)

[Minn. Stat. § 429.041, subd. 1.](#)

[Minn. Stat. § 435.191.](#)
See Section I-C: *Practical points to consider.*



LMC model, [Resolution Approving Plans and Specifications and Ordering Advertisement for Bids](#) (Form 9).

LMC information memo, [Competitive Bidding Requirements in Cities.](#)

[Minn. Stat. § 429.041, subd. 2.](#)

There is another voting quirk tangentially related to ordering the improvement; as noted above, if a city with a comprehensive plan determines that the improvement has no relationship to the plan, it need not send the proposed capital improvement to the planning agency for review; however, the council must adopt such a resolution by a two thirds vote.

2. Time limits for local improvements

The resolution ordering the improvement may be adopted at any time within six months after the date of the improvement hearing.

Either arrangements for day labor or a contract must be made within one year of adopting the resolution ordering the improvement -- unless the council specifically states a different timeframe in the resolution ordering the improvement.

G. Competitive bidding

The law permits the council to carry out, in advance of the assessment hearing, virtually all the necessary steps prior to actually issuing a contract for the improvement. Thus, if the council wishes to provide firm estimates of costs at the improvement (first) hearing, it may, in addition to the required preliminary report, prepare completed plans and specifications, advertise for bids, and open and tabulate them before the assessment (second) hearing.

Once a city council orders a public improvement, staff or consultants prepare the necessary plans and specifications and the council either:

- Contracts for all or part of the work to be performed by outside parties, or
- Orders all or part of the work to be done by day labor (city employees) and merely contracts for any necessary materials and equipment.

In either case, contracting law applies. Consult the city attorney to coordinate the contracting process in combination with the special assessment process and remember to include the city's right to reject all bids in advertisements and bid specifications.

1. Performance by contract

The uniform municipal contracting law, or competitive bidding process, applies to most contracts for local improvements.

RELEVANT LINKS:



LMC model, [Advertisement for Bids](#) (Form 10).

[Minn. Stat. § 429.041, subd. 4.](#)

See LMC information memo, [Competitive Bidding Requirements in Cities](#).

[Minn. Stat. § 429.041, subd. 1.](#)

[Minn. Stat. § 331A.01, subd. 11.](#)

[Minn. Stat. § 429.041, subd. 1.](#)

See Section I-C-1, [Coordinating procedure](#).
[Minn. Stat. § 429.041, subd. 2.](#)



LMC model, [Resolution Accepting Bid](#) (Form 20).

[Minn. Stat. § 429.041, subd. 2.](#)



LMC model [Contract](#) (Form 21).

[Minn. Stat. § 574.26, subd. 2.](#)



LMC model, [Contractor's Performance Bond](#) (Form 22).

LMC model, [Contractor's Payment Bond](#) (Form 23).

If a contract is likely to exceed \$175,000, cities must use municipal contracting procedures, which include the “best value” alternative in some situations. There is an exception to the competitive bidding requirement; the council may order the use of day labor (city employees) discussed subsequently for grading, graveling or bituminous surfacing of streets and alleys regardless of the estimated cost.

Chapter 429 is very specific in bid advertisement requirements. If the estimated cost exceeds \$175,000, the city must advertise for bids for the improvement in the newspaper or a “recognized industry trade journal” for however long the council deems advisable. A “recognized industry trade journal” is defined as a printed or digital publication or Web site that contains building and construction news of interest to contractors in this state, or that publishes project advertisements and bids for review by contractors or other interested bidders in its regular course of business. If the estimated cost exceeds \$350,000, publication must be made no less than three weeks before the last day for submission of bids once in the newspaper and at least once in either a newspaper published in a city of the first class or a recognized industry trade journal.

Cities should remember that citizens may challenge special assessments in district court. If a court reduces the amount of a special assessment, the city has less money than anticipated to pay for the work. For this reason, cities may want to coordinate the timing of the competitive bidding process and the special assessment process.

When contracting for an improvement, the council must require the execution of one or more written contracts which comply with relevant public contracting law. Also, contractors must give the city both performance and payment bonds.

RELEVANT LINKS:

A.G. memorandum to public officials (Feb. 22, 1974).

Minn. Stat. § 429.041, subd. 6.



LMC model, [Engineer Estimate for Partial Payment](#) (Form 24).

LMC model, [Engineer Recommendation for Final Acceptance](#) (Form 26).
LMC model, [Resolution Accepting Work](#) (Form 27).

Minn. Stat. § 270C.66.

[Minnesota Department of Revenue Contractor Affidavit Requirements.](#)

Minn. Stat. § 429.041, subd. 2.



LMC model, [Order to Suspend Work](#) (Form 25).
LMC model, [Resolution Approving Plans and Ordering Day Labor](#), (Form 28).
LMC model, [Detailed Report on Construction Work by Day Labor](#) (Form 30).

Minn. Stat. § 429.041, subd. 7.



LMC model, [Proposal for Local Improvement](#) (Form 11).

The council must award the contract to the lowest responsible bidder or it may reject all bids. Note: the attorney general suggests that cities should take great care in specifying the contractual obligations of both parties in bid advertisements. Cities may want to address the city's right to reject all bids in the bid advertisements and in the bid specifications. If any bidder to whom a contract is awarded fails to enter promptly into a written contract and to furnish the required bond, the defaulting bidder shall forfeit to the municipality the amount of the defaulter's cash deposit, cashier's check, bid bond, or certified check, and the council may then award the contract to the next lowest responsible bidder.

State law governs ongoing payments to contractors performing work on local improvements. Cities may retain 5 percent of the amount the contractor actually earns each month. The percentage retained protects the city's interest in getting the work done satisfactorily. The city engineer recommends to the council when such retained funds should be released and final payment made to the contractor. The city council may accept the work by resolution. However, if the city fails to pay the amount due within 30 days of a monthly estimate, or 90 days after the final estimate, the city must pay interest on the past due amount as prescribed by law.

Note: Cities may not make final payment to a contractor until the contractor has shown proof of compliance with the state income tax withholding requirements. The Department of Revenue requires all contractors and subcontractors to file a Form IC-134 to show compliance with the withholding requirements. This certificate is the contractor's proof of compliance. A city should request a copy of this document from contractors before making the final payment on a contract.

If the contractor improperly constructs or unreasonably delays work on the local improvement, the council may order suspension of the work at any time and re-let the contract, or order reconstruction of any portion of the work improperly done. If the cost of completing or reconstructing the improvement is less than \$175,000, the council may do it by use of day labor.

Chapter 429 provides that once work begins on an improvement involving a unit price contract, the council may, without advertising for bids, authorize changes to include additional units of work at the same unit price. This may be done, however, only if the additional work costs no more than 25 percent of the "original contract price." To determine the "original contract price" multiply the estimated number of units required by the unit price.

RELEVANT LINKS:

Minn. Stat. § 429.041, subd. 1 and 2.



See LMC model forms 28 – 32 for performing work by day labor.

Minn. Stat. § 429.041, subd. 2.

Minn. Stat. § 429.041, subd. 2.

Minn. Stat. § 429.041, subd. 3.



LMC model, *Detailed Report on Construction Work by Day Labor*, Form 30.

Minn. Stat. § 429.061, subd. 1. See Section I-B: *The special benefit test*.



LMC model, *Resolution Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment* (Form 12).

2. Day labor

Using day labor, or city employees, means there is no contract to bid out for labor but there may be a contract to bid for materials and equipment. The city may use day labor in the following situations:

- the estimated contracts are under \$175,000, or
- the improvement is grading, graveling or bituminous surfacing of streets and alleys, or
- there are no bidders on the project, or
- if the only bids the council receives exceed the estimated cost of the project.

Even using day labor, however, the city must get bids for purchases of materials or equipment worth more than \$175,000.

The council may have the work performed by day labor supervised by the city engineer or other qualified person. However, council must have the work supervised by a registered engineer if done by day labor and it appears to the council that the entire cost of all work and materials for the improvement will be more than \$25,000.

When the council orders construction work done by day labor it must require a detailed report indicating that the work was done according to the plans and specifications, or, if there were any deviations from them, an itemized statement of those deviations. This report must be certified by the registered city engineer (or other person in charge if there is no registered engineer). The report must also show:

- the complete cost of the construction.
- final quantities of the various units of work done.
- materials furnished for the project and the cost of each item thereof.
- cost of labor, cost of equipment hired, and supervisory costs.

H. Prepare the proposed assessment rolls

The city clerk, with the assistance of the engineer or other qualified person selected by the council, prepares the proposed assessment rolls. (Cities should seriously consider retaining the services of a qualified and licensed appraiser to help assure that the amount of the special assessment does not exceed the increase in market value accruing to the property as a result of the public improvement project). While there are no specific directions in the law on the subject of making up the assessment roll, it should contain:

RELEVANT LINKS:



LMC model, [Resolution for Hearing on Proposed Assessment](#), Form 13.

Minn. Stat. § 429.061, subd. 1.



LMC model, [Notice of Hearing on Proposed Assessment](#) (Form 14 - modify slightly, see FN 2).

Minn. Stat. § 429.061, subd. 1.
[Klapmier v. Town of Center](#), 346 N.W.2d 133 (Minn. 1984).



LMC model, [Notice of Hearing on Proposed Assessment](#) (Form 14).

- A legal description of each lot or tract assessed, including an address according to tax records;
- The name of the owner according to tax records unless the records are known to be inaccurate, and
- The total amount assessed against each lot or tract; and (4) the parcel identification number of each parcel.

The assessment should be a complete statement including each installment with the interest. Ditto marks should not be used.

I. Prepare for the assessment hearing

The purpose of the second hearing, commonly known as the assessment hearing, is to give property owners an opportunity to express concerns about the actual special assessment. Best practice suggests cities pass a resolution setting the date and time of the assessment hearing and directing that the city clerk publish and mail notice about the assessment hearing. This resolution need not be published.

1. Publish notice of the assessment hearing

At least once and at least two weeks before the assessment hearing, the city must publish notice of the hearing in the city newspaper or, if no city newspaper exists, in a county seat newspaper. The published notice must include the hearing time, date, place, overall project description, area to be assessed, total cost of the improvement, a description of a landowner's right to appeal the assessment, and any deferment options, if available.

2. Mail notice of the assessment hearing

At least two weeks before the hearing the city must also mail notice of the hearing to each affected property owner. This mailed notice must include the amount of the special assessment against the individual parcels, a description of the landowner's right to appeal the assessment, possible prepayment provisions, and the interest rate on the assessments. (Note: Certain properties (e.g., railroads) may not be reflected on the county's records because these property owners pay no state property tax. To provide notice, cities may need to search other records for such owners). For the assessment hearing, failure to comply with the requirements for published and mailed notice invalidates the assessments.

RELEVANT LINKS:

[Minn. Stat. § 429.061, subd. 1.](#)



LMC model, *Optional Affidavit of Mailing Assessment Hearing Notice* (Form 14-Opt.).

[Minn. Stat. § 429.061, subd. 2.](#)



LMC model, *Resolution Adopting Assessment* (Form 15).

Metropolitan Airports Com'ns v. Bearman, 716 N.W.2d 403 (Minn. Ct. App. 2006).
[Minn. Stat. § 272.32.](#)
[Minn. Stat. § 272.37.](#)

Imperial Refineries of Minnesota, Inc. v. City of Rochester, 282 Minn. 481, 165 N.W.2d 699 (1969),

[Minn. Stat. § 429.061, subd. 2.](#)

[Minn. Stat. § 475.55, subd. 3.](#)

Because specific mailed notice of the assessment is important at this stage of the process, best practice suggests the clerk execute an affidavit attesting to the mailing to property owners.

J. Assessment hearing

The assessment hearing may be adjourned and continued to another time. If the assessment hearing is adjourned provide proper notice by stating on the record, the date, time and place of the continuation of the hearing.

1. Resolution adopting assessment roll

At the assessment hearing the council shall hear and consider all objections to the proposed assessment, whether presented orally or in writing. The council has some flexibility before it adopts the assessment roll and may change, or amend, the proposed assessment as to any parcel. Council must, by resolution, adopt the same as the special assessment against the lands named in the assessment roll.

Once the assessment roll is adopted the assessments are set and become liens against the properties listed. The council must prepare a record of the proceedings and written findings as to the amount of the assessment roll at this hearing.

2. Notice to affected landowners

The statute does not require notification of affected landowners, either by publication or personally, of the final approval of the assessment. While the Minnesota Supreme Court has held that the notices of hearing on the improvement and on the assessment satisfied the requirement of due process without the constitutional need for a notice of the final approval of the assessment, the council may wish to provide for such notice on grounds of fairness to the property owner as well as to avoid the possibility of judicial challenge in the future if the courts continue to expand the concept of due process in such cases. In any event, the notice of the assessment hearing must state that the owner may appeal his/her assessment to the district court within 30 days after the adoption of the assessment.

3. Council decides interest on special assessments

Special assessments may bear interest at any rate the council determines, (unless a charter sets limits on interest rates for assessments).

RELEVANT LINKS:

[Minn. Stat. § 429.061, subd. 2.](#)

See Section II-D-2: *Mail notice of assessment hearing.*



LMC model, *Notice of Final Assessment*, (Form 16).

[Minn. Stat. § 429.061, subd. 2.](#)

[Minn. Stat. § 429.081.](#)

[Minn. Stat. § 278.01 subd. 3.](#)

[Minn. Stat. § 429.061, subd. 2.](#)
[Minn. Stat. § 429.081.](#)

[Habel v. City of Chicago City](#),
346 N.W.2d 668 (Minn. Ct.
App. 1984).

In setting the rate, the council should make sure there is a reasonable relationship between the assessment interest rate and the bond interest rate if the city issued bonds to finance the project. If the city finances the project with funds on hand without using bonds, the council will want to look at the interest rate the city would otherwise have earned on the funds.

4. Council decides payment timelines

The council must also decide the number of years over which the property owners may pay the assessment. The statutes permit payment over a period of not more than 30 years. Council may wish to consider the life expectancy of the improvement when selecting the payment period for the assessments.

Generally, the law does not require that the city send a final notice of assessment to property owners if the amount assessed is the same as that listed in the previously mailed assessment hearing notice. However, the clerk must notify property owners of any change if the final assessment amount differs from the proposed assessment as to any particular lot, piece or parcel of land. The clerk must also notify owners by mail of any changes in interest rates or prepayment requirements the council adopts that differ from those contained in the previously mailed notice of the proposed assessment.

III. Challenges by property owners

The law sets out discrete timelines and procedures for challenging a city's special assessment. For the most part, objections must be raised at or before the assessment hearing. Only those who object at this stage may proceed to appeal an assessment to the district court. Further, these provisions for appeals to the district court are the exclusive method of appeal from a special assessment levied under the local improvement code. Thus, it is not possible to contest such an assessment under the statute providing for contesting property tax levies.

A. Objections

No one can formally object to, or appeal, the amount of an assessment unless the property owner signs a written objection and files it with the city clerk prior to the assessment hearing or presents it to the presiding officer at the hearing. Property owners subject to proposed special assessments must be informed of this requirement in the mailed notice. They should also be reminded of the requirement at the hearing itself.

Any objections to the assessments not received at the public assessment hearings in the manner prescribed are waived, unless the failure to object at the assessment hearing is due to a "reasonable cause." Reasonable cause is not defined in statute and has not received in-depth judicial analysis.

RELEVANT LINKS:

[Minn. Stat. § 429.081.](#)

See Section I-B.

[Minn. Stat. § 429.081.](#)

[Pres. Ass'n v. City of Eden Prairie](#), 421 N.W.2d 419, 420 (Minn. Ct. App. 1988).

[State v. Roselawn Cemetery Association](#), 259 Minn. 479, 108 N.W.2d 305 (1961).

See Section I-C-1.

[Minn. Stat. § 429.061, subd. 3.](#)

[Metropolitan Airports Com'ns v. Bearman](#), 716 N.W.2d 403 (Minn. Ct. App. 2006).

B. Appeals to the district court

Within 30 days after the adoption of the assessment roll, a property owner who has properly objected to the assessment may appeal a special assessment to the district court. The property owner appeals by serving notice upon the mayor or city clerk and then filing the served notice with the district court within 10 days of that service. The city clerk is required to furnish the person appealing a certified copy of objections filed in the assessment proceedings, the assessment roll or part complained of, and all papers necessary to present the appeal.

If a city's assessment is challenged in district court, the assessment roll constitutes initial proof that an assessment does not exceed the special benefit. The party contesting the assessment must introduce evidence sufficient to overcome that presumption. If the evidence as to the special benefit is conflicting it is the responsibility of the district court to determine whether the assessment exceeds the market value increase and, if so, by what amount.

The appeal is placed upon the calendar of the next general term of the district court, commencing more than five days after the date of serving the notice, and is tried like other appeals in such cases. If the person appealing does not win his/her case, the court must award the city its costs of the appeal (other than attorney fees). All objections to the assessment are waived unless presented on such appeal except the defense of payment or exemption of the property from assessment. On appeal the district court must either affirm the assessment or set it aside and order a reassessment.

As discussed previously, if the city coordinates the competitive bid process with the special assessment process, the city now proceeds with the actual work of the project after certification of the assessment roll and the 30-day appeal period is over. Because the time for appeals is over before the contract is issued, the city will not need to cover potential budget shortfalls that may occur if a property owner successfully challenges a special assessment or the lowest bid comes in higher than expected.

IV. Levying and collecting assessments and interest

Assessment rolls are lists for each assessment project containing a description of each parcel of property, including the parcel identification number (PID), the name of the property owner, and the amount of the assessment. The clerk should prepare a separate assessment roll for each improvement project prior to the assessment hearing. At or after the assessment hearing, the council must officially adopt the roll by resolution and then the clerk must certify it to the county auditor.

RELEVANT LINKS:

[Minn. Stat. § 429.061, subd. 3.](#)



LMC model, [Certificate to County Auditor](#) (Form 17).

[Minn. Stat. § 429.061, subd. 3.](#)



LMC model, [Alternate Certificate to County Auditor](#) (Form 17-Alt.).

[Minn. Stat. § 429.061, subd. 3.](#)

[Minn. Stat. § 429.061, subd. 3.](#)

There are two ways for a city to collect assessments:

- The city clerk, on council direction, certifies a duplicate copy of the assessment roll and sends it to the county auditor who spreads the assessments every year for collection with taxes.
- The city clerk retains the assessment roll in his or her office and annually certifies to the county auditor the total amount of principal and interest due on special assessments from each parcel of property for the following years.

In the first method, the certification of assessments should be filed with the county auditor on or before Nov. 30 if the auditor is to spread the first installment on the books for collection the following year. The auditor is then responsible for spreading the assessment against the properties every year that an installment payment is due. This is the preferred method for two reasons. First, it eliminates the clerk having to do an annual computation and, thus, avoids errors in later years.

Second, once all the assessments have been certified, the city may retain the ability to collect the assessments if the land is forfeited due to nonpayment of property taxes, or the owner declares bankruptcy.

If the council prefers the second method it may direct the clerk to file all the special assessment rolls in the clerk's office, and to certify annually to the county auditor only the total amount of principal and interest due on special assessments from each parcel of property for the following year. The clerk must certify all assessments to the county auditor on or before Nov. 30 if the auditor is to spread the first installment on the books for collection in the following year.

A. Payment of assessments and interest

Once the clerk has prepared the special assessment roll and the council has approved it, property owners initially have two options:

- either pay the total amount of their assessment immediately, or
- pay the assessments in annual installments (with interest) under the terms set by the council.

Alternatively, the property owner can:

- Pay the entire amount of the assessment within 30 days after the council adopts the assessment rolls. In this situation, the city cannot charge any interest.
- Pay the entire amount at any time after 30 days, but before any certification to the county auditor. The property owner pays only the amount of interest accrued as of the date of payment.

RELEVANT LINKS:

[Minn. Stat. § 429.061, subd. 3.](#)

See Section II-J-3: *Council decides interest on special assessments.*

[Minn. Stat. § 462.353, subd. 5.](#)

[Minn. Stat. § 429.051.](#)
[Minn. Stat. § 429.052.](#)

[Minn. Stat. § 429.051.](#)

[Minn. Stat. § 429.052.](#)

- At any time after the certification, the property owner may still pay the entire remaining unpaid amount to the county treasurer. However, the property owner must pay the entire remaining unpaid amount of the assessment before Nov. 15 of any year, and must also pay all interest accrued until the end of that calendar year.

The council may authorize, by ordinance, partial prepayment of assessments prior to certification to the county auditor.

If the property owner elects not to pay the entire amount of the assessment at once, he or she may pay it in annual installments spread over the number of years the council has allowed. As noted previously, postponement of payment may require city borrowing to pay for the improvement so the city must add an interest charge to each year's assessment payment.

As an added collection tool, a city may require payment of all delinquent assessments before granting a building permit, a conditional use permit, variance, or a zoning change. The city must notify residents of this requirement in an ordinance or in the application materials used to request such a change or permit.

B. Postponed assessments

Postponed assessments occur when a city pays the cost of a local improvement, and delays assessing one or more benefited properties. Postponed assessments are not generally a good idea as they are not liens against the property and the city may not recoup what has already been spent on a project. If a city wishes to eventually reimburse itself for improvement costs by applying postponed assessments, those assessments may only be collected if 1) the property was not previously assessed for the project, and 2) the property owners were provided notice and hearing at the same time as those whose assessments were not postponed. A successful appeal of the assessment leaves the city with less money to pay for the completed project.

Given that concern, there are certain situations where the council may postpone the assessment of the cost of water, storm sewer, sanitary sewer, and street construction or road improvements until a later date. Such situations include:

- Property is unplatted and undeveloped; the owner will subdivide or otherwise make it available for building sites in the future.
- The city cannot immediately use a trunk main because of the absence of laterals.

Street or road improvements may be completed outside the city's jurisdiction with the consent of either the affected township (or if the property is located in unorganized territory, the county) and then assessed when later annexed into the city.

RELEVANT LINKS:

[Minn. Stat. § 429.061, subd. 2.](#)



LMC model, [Certificate to County Recorder of Deferred Assessments](#) (Form 19).

[Minn. Stat. § 429.061, subd. 2.](#)

[Minn. Stat. § 429.061, subd. 2.](#)

This would likely only make sense if the land was soon to be annexed. And as above, these postponed assessments cannot be collected unless the property eventually being assessed was given the notice and hearing of the improvements at the time the improvement was ordered (provided under Minn. Stat. § 429.031), and subsequently in accordance with the notice, hearing, and appeal rights (provided for under Minn. Stat. §§ 429.061 and 429.081).

C. Deferred assessments

Deferred assessments are certified to the county auditor, but collection is deferred. All deferred assessments constitute liens on the property and must be paid within 30 years of the assessment levy. Interest on the assessments discussed subsequently, may be paid or deferred. Cities are authorized to let a property owner defer paying a certified assessment until a later date, provided the property owner or the property meets certain criteria.

There are three types of authorized deferrals:

- undeveloped property.
- senior citizen, permanent and total disability and military service deferrals.
- green acres.

1. Notice of deferred assessments

The law requires that cities record deferred special assessments with the county recorder. A certificate of the deferred assessment must contain the legal description and the parcel identification number (PID) of the affected property and the amount deferred.

2. Interest on deferred assessments

The city also determines, by ordinance or resolution, the amount of interest on deferred assessments. Property owners may pay interest either annually during the period of deferment, or when the assessment becomes payable. In the resolution deferring the assessment, the council may forgive interest for the deferment years through Dec. 31 of the year before the first installment is due. The county auditor records deferred interest as well as deferred assessments.

RELEVANT LINKS:

[Minn. Stat. § 429.061, subd. 2.](#)

[Minn. Stat. §§ 435.193 to 435.195.](#)

[Minn. Stat. § 190.05, subd. 5b or 5c.](#)

[Minn. Stat. § 435.193.](#)

[Minn. Stat. § 429.061, subd. 1.](#)

[Minn. Stat. § 273.111, subds. 3, 3a and 11.](#)

3. Deferrals for undeveloped property

For undeveloped property it is better to defer an assessment than to postpone it because the city will eventually recoup costs. The council must include all benefited property in the proceedings. At the meeting where the council approves the assessment, it may levy the assessment but defer the first installment of the assessment for unimproved property until a designated future year, or until the platting of the property or the construction of improvements. The council may set, by resolution, terms, conditions, standards, and criteria for the deferral and future payments. The city must file a certificate with the county recorder stating the legal description of property subject to deferred assessments, and the amount of the deferred assessment.

4. Deferrals for senior citizens, people with disabilities and members of the military

When adopting a special assessment, a city council has authority to defer the payment of that assessment for any homestead property owned by a person 65 or older or retired by virtue of a permanent and total disability for whom it would be a hardship to make the payments.

Cities may also defer assessment payments for property owned by a member of the Minnesota National Guard (or other military reserves) ordered into active military service if it would be a hardship for that person to make the payments. If the city grants the deferment, it must notify the register of deeds of the deferment. The council may determine the amount of interest charges on the deferred assessment.

The deferment ends and all accumulated amounts (plus applicable interest, if any) become due upon the death of the owner (if the spouse is not otherwise eligible for the deferment); the sale, transfer or subdivision of any part of the property; loss of homestead status on the property; or the council's determination that immediate or partial payment would impose no hardship.

The council must adopt an ordinance or resolution establishing general rules for granting deferments to senior citizens, people with disabilities or members of the military including guidelines for determining the existence of a hardship. If the council follows a policy of deferring payment of assessments in hardship cases, it must include a notice of that fact in the notice of the proposed assessment.

5. Deferrals for green acres

“Green acres” law requires deferrals for certain agricultural or specialized use property (such as a nursery or a greenhouse).

RELEVANT LINKS:

[Minn. Stat. § 273.111.](#)

[Minn. Stat. § 435.202, subd. 1.](#)

[Minn. Stat. § 435.202, subd. 2.](#)

[Minn. Stat. § 435.202, subd. 3.](#)

See A.G. Op. 480-B (April 26, 1954).

[Minn. Const. Art. X, § 1.](#)
[Minn. Stat. § 429.061, subd. 4.](#) *In re Front Street Sewer Assessment*, 138 Minn. 67, 163 N.W. 978 (1917).
Ramsey County v. Trustees of Macalester College, 87 Minn. 165, 91 N.W. 484 (1902).
Washburn Mem'l Orphan Asylum v. State, 73 Minn. 343, 76 N.W. 204 (1898).

To defer these assessments on agricultural property, a city must file a certificate with the county recorder stating the legal description of property subject to deferred assessments and the amount of the deferred assessment. Agricultural deferrals follow different procedures in addition to those in Chapter 429. In addition, property must meet strict requirements to qualify for tax benefits as agricultural property. Consult the city attorney to ensure the property qualifies.

D. Abandoned improvements

If a city abandons a local improvement project before completion the city must notify the collecting agent for the special assessment (either the city treasurer or more likely, the county auditor). Upon notification, the auditor or treasurer must cancel collection of all payments and interest not already collected, or in the process of collection. This law does not preclude a city reassessing the same properties benefitted by the improvement.

Once the city council decides to abandon an improvement project, the clerk must notify citizens of that fact. The notice must describe the local improvement; state that it has been abandoned and may provide information on refunds. The city may, but is not required to, refund payments to any person who files a substantiated claim within six months of the abandonment notice.

Claims may be paid from funds collected for the improvement or from the general fund. However, abandoning the improvement does not alleviate the city's obligation to make bond and bond interest payments related to the project.

Funds collected for the abandoned improvement must be transferred to the general fund if they are not canceled, refunded, or needed to pay the cost of the improvement or needed for bond payments.

In most cases, if the council abandons the local improvement in the early stages, before any assessments are levied, the city must pay the costs associated with the proceedings, even if a petition initiated them.

V. Tax-exempt property

The tax exemptions the Minnesota Constitution grants to religious, charitable, and educational institutions do not prevent special assessments against these types of property. Most privately owned cemeteries, churches, hospitals, schools, and similar institutions must pay special assessments. Railroads in Minnesota are not exempt from special assessments.

RELEVANT LINKS:

[Minn. Stat. § 306.14, subd. 2.](#)
Oakland Cemetery Ass'n v. City of St. Paul, 36 Minn. 529, 32 N.W. 781 (1887).
State v. Crystal Lake Cemetery Ass'n, 155 Minn. 187, 193 N.W. 170 (1923).

[Minn. Stat. § 307.09.](#)

A.G. Op. 408-C (Sept. 21, 1953).
[Minn. Stat. § 435.19.](#)

[Minn. Stat. § 435.19, subds. 2, 3.](#)

[Minn. Stat. § 3.754.](#)

[Minn. Stat. § 429.061, subd. 4.](#)



LMC model, *Notice of Assessment Against Public Corporation* (Form 18).
[Minn. Stat. § 429.061, subd. 4.](#)

Public cemeteries are usually exempt from special assessments, but private, for-profit cemeteries must pay them.

Land dedicated as a private cemetery by a private person or a religious corporation is exempt to a certain extent.

A. Other governmental lands

Property owned by the United States government is exempt from assessments for local improvements. Regarding the property of any other governmental unit, cities may levy special assessments against such property to the same extent as if the property were privately owned. For this purpose, “governmental unit” refers to all cities (except First Class cities) towns, school districts, public utility corporations, and counties. If the unit does not pay the amount of an assessment against it, the city may recover the money in a civil action.

In the case of state-owned property, or property owned by First Class cities, the city should determine the amount it would assess the land if it were privately owned. Before making this determination, the city must hold a public hearing on the proposed assessment.

The hearing must take place at least two weeks after giving notice by registered or certified mail to the head of the department or agency having jurisdiction over the property. The council’s determination is not binding, however, and if the state agency or the other city decides the measure of benefit is a lesser amount, it may pay the lesser amount. Note that other law requires agencies or departments which feel they were “unfairly assessed” to contact particular legislative committee members for review of the assessment. Ideally state agencies and departments negotiate assessments prior to commencement of the project.

B. Collecting assessments from tax-exempt or railroad property

When the council approves an assessment bill, the city mails notice to the owners of tax-exempt or railroad property so long as the property benefits from the improvement. The notice specifies the amount payable under the assessment and the conditions for payment, including the number and the amount of each installment, the rate of interest, and the penalties for default. Interest does not accrue until 30 days after the mailed notice is given. If the assessment is not paid in a single installment, the law requires that the city annually mail a payment reminder to certain owners. These are:

RELEVANT LINKS:

[Minn. Stat. § 429.061, subd. 4.](#)

[Minn. Stat. § 435.19.](#)

[Minn. Stat. § 429.071.](#)
Independent Sch. Dist. No. 254 v. City of Kenyon, 411 N.W.2d 545 (Minn. Ct. App. 1987).

[Minn. Stat. § 429.071, subd. 1.](#)
In re Meyer, 158 Minn. 433, 199 N.W. 746 (1924).

[Minn. Stat. § 429.071, subd. 2.](#)

- the owner of any railroad;
- a utility right-of-way owner, or
- to the owner of any public property (another governmental unit).

Technically the law allows a city to collect the amount due from the owner of any railroad or privately-owned public utility by a seizing and selling personal property. Consult the city attorney before using this collection method.

State-owned land, such as state parks and recreational land may be notified of the amount it will be charged for a special assessment. The state, however, cannot be required to pay special assessments against state-owned land, although it may agree to do so.

VI. Corrections

After a city has made special assessments, it is sometimes possible to correct errors or make other changes either by levying supplemental assessments, ordering a reassessment for the entire project or reapportioning an assessment.

A. Supplemental assessments

If, because of omissions or errors in the assessment of any improvement, the council wishes to increase the amount of assessments, it may levy supplemental assessments. The council may levy these assessments only after giving property owners notice and a chance to be heard at a public hearing. Requirements are the same as those for the original assessment and owners may appeal the supplemental assessment.

B. Reassessments

The council may order reassessment of all properties affected by special assessment levy for any of the following reasons:

- To reassess property when the courts nullify the original assessment.
- To validate an assessment that the city attorney feels the city may have made improperly or not in compliance with jurisdictional requirements.
- To reduce assessments the city later determined to be excessive.

C. Reapportionment

When a city levies a special assessment against land that is later subdivided, the council may, on its own motion or on application of the owner of any part of the tract, equitably apportion the unpaid portion of the assessment among the lots.

RELEVANT LINKS:

[Minn. Stat. § 429.071, subd. 3.](#)

[Minn. Stat. § 429.071, subd. 4.](#)
[Minn. Stat. § 444.076.](#)
[Minn. Stat. § 435.23.](#)
[Minn. Stat. § 435.19, subd. 2.](#)
[Singer v. Minneapolis](#),
No.C5-97-1265 (Minn. Ct.
App. Nov. 10, 1997)
(unpublished decision).

For more information on
bonding, see Handbook, [Debt
and Borrowing](#).

When a city levies a special assessment against land that is later subdivided, the council may, on its own motion or on application of the owner of any part of the tract, equitably apportion the unpaid portion of the assessment among the lots. The council must determine that the apportionment will not impair collection of the balance due. If the city has pledged the assessment toward payment of bonds, the council must require that the property owners furnish surety bonds.

D. Tax-forfeited land returned to private ownership

When tax-forfeited land returns to private ownership, and the parcel benefitted from an improvement for which the city canceled special assessments because of the forfeiture, the city may, with the same notice and hearing as for the original assessment, assess or reassess the parcel. The assessment amount would be equal to the amount remaining unpaid on the original assessment. Any city may reassess or make a new assessment on tax-forfeited land that returns to private ownership. A city can specially assess state-owned tax-forfeited land while it is owned by the state. The state has the option of paying the assessment or not, but the assessment can be collected from someone who acquires title to the property from the state in the future.

VII. Borrowing for special assessment purposes

Cities collect most special assessment revenue over a period of several years. Consequently, cities often obtain funds for public improvement projects from bond issues. The city pays off the bonds as the funds become available through collection of the assessments and any taxes the city levied especially for that purpose.

There are three kinds of debt instruments cities use for special assessment purposes, none of which count in determining the net debt of the city. (Net debt refers to the total outstanding debt of the city subject to the city debt limit).

Improvement bonds are the first kind of debt instrument cities use for special assessments. Payment of these bonds is backed by the special assessments the city has levied and by the general taxing power of the city.

Improvement warrants are the second kind of debt instrument. These differ from improvement bonds in that they are not backed by the taxation power of the city. Improvement warrants are payable only from the assessments against the affected property owners. Because improvement bonds are more readily marketable at a lower rate of interest than improvement warrants, very few cities issue improvement warrants.

RELEVANT LINKS:

[Minn. Stat. § 429.091, subds. 3, 4.](#)

[Minn. Stat. § 429.091, subd. 1.](#)

[Minn. Stat. § 429.091, subd. 3.](#)
[Minn. Stat. § 475.58, subd. 1\(3\).](#)

The council may also issue and sell temporary bonds at any time before completion of a public improvement project. These obligations must mature within three years, and are payable from the proceeds of the regular improvement bonds the city must issue by the maturity of the temporary bonds. Temporary bonds are subject to redemption and repayment of any interest due on 30 days mailed notice to registered holders.

Unlike improvement warrants, some cities frequently issue temporary improvement bonds. By issuing these bonds, cities can postpone the issuance of the regular special assessment bonds. There are two other advantages:

- The city may consolidate several improvement projects into a single bond issue.
- The city reduces the chance of excessive borrowing by delaying the long-term bond issue until it knows all the costs of a project.

Frequently, cities will purchase their own temporary improvement bonds with surplus cash available in other funds, such as a liquor or utilities fund. This results in savings of interest and other investment expenses.

The city may issue regular improvement bonds or warrants after ordering one or more improvements. Generally, cities issue them before the work is complete and before determining the final cost. If the city uses this procedure and the cost estimate turns out to be higher than actual costs the city may use the surplus funds to finance any other improvements it started under Chapter 429, or it may transfer the surplus to the fund used for the repayment of the bonds themselves. If the cost estimate is too low, the city may sell additional bonds.

If the city is involved with several public improvements at the same time under Chapter 429, it may be advisable to consolidate all necessary financing into a single issue of improvement bonds or warrants, even if the city did not consolidate the assessment proceedings. Such a substantial block of bonds is often more readily marketable than several smaller issues.

Although in most cases the special benefit test limits the percentage of the cost of the improvement that can be assessed, an election is required for bonds if less than 20 percent of the cost is to be assessed against the benefitted property. Put another way, if the city itself is to pay 80 percent or more of the cost through its general funds, the voters must approve the bond issue on the improvement project.

If some funding for an improvement project comes from county or federal sources, the application of the 20 percent is less clear. Consult the city attorney and bond counsel for specific legal advice on this question.

RELEVANT LINKS:

[Minn. Stat. § 429.091, subd. 3.](#)

[Minn. Stat. § 429.091, subd. 3.](#)

[Minn. Stat. § 429.061, subd. 2.](#)
[Minn. Stat. § 475.55, subd. 3.](#)
See Section II-J-3: *Council decides interest on special assessment.*

[Minn. Stat. § 429.111.](#)
A.G. Op. 59-B-14, (June 26, 1956).
[Minn. Stat. § 429.021, subd. 3.](#)

See Section I-B: *The special benefit test.*

In a resolution authorizing a bond issue, the council must decide the bond maturity, denominations, interest rate, and form. The factors the council should consider in fixing such terms include the marketability of the bonds, the anticipated collection of the assessments, and the need for future bond issues under the comprehensive city plan and the capital improvement budget.

Before it can deliver the bonds or warrants to the purchaser, the council must levy a general tax for the payment of that portion of the cost not covered by the special assessment levies.

The council must make any tax levy for this purpose irrevocable for as long as the bonds or warrants are outstanding. While the council cannot repeal the levy until after all the principal and interest are paid, it may reduce the tax in any year if a surplus occurs in the sinking fund from which the city pays the improvement bonds.

A. Interest on improvement bonds

Bonds may carry any interest rate the council determines. In effect, the market determines the interest rate cities will pay on bonds.

B. Interest on special assessments

As noted previously special assessments may bear interest at any rate the council determines, unless the charter sets interest limits on the rates for assessments. In setting interest rates on assessments, the council should make sure there is a reasonable relationship between the assessment interest rate and the bond interest rate if the city issued bonds to finance the project. If the city finances the project with funds on hand without using bonds, the council will want to look at the interest rate the city would otherwise have earned on the funds.

VIII. Charter cities

Generally, any city operating under a home rule charter may proceed either under Chapter 429 or under its charter in making an improvement, unless a home rule charter or amendment taking effect after April 17, 1953 provides for an improvement under Chapter 429 or the charter exclusively. If a city proceeds under its charter, the city council should consult the city attorney to ensure that the charter procedure complies with Chapter 429 where state law so requires. Some specific areas to consider are as follows:

A. Special benefit test

The special benefit rule applies to charter cities.

RELEVANT LINKS:

[Minn. Stat. § 429.101.](#)
See Section I-F-2: *Assessing unpaid special service charges.*

[Minn. Stat. § 429.031, subd.1\(f\).](#)
See Section II-F-1: *Voting requirements for ordering the improvement.*

[Minn. Stat. § 429.061, subd. 1.](#)
[Minn. Stat. § 429.021, subd. 3.](#)
See Section II-D-1: *Publish notice of assessment hearing.*

[Minn. Stat. § 429.021, subd. 3.](#)
See Section IV-C: *Deferred assessments.*

[Minn. Stat. § 429.021, subd. 3.](#)

Again, the special benefit rule requires that the amount of special assessments to a parcel of property cannot exceed the increase in market value of that property because of the improvement.

B. Assessing unpaid charges

The law specifically lists the special services that cities can specially assess if not paid by the property owner or occupant. Statutory cities cannot add to this list, but charter cities may be able to add to it by charter amendment.

C. Voting requirements

If there is no petition for the local improvement, statutory city councils must adopt the resolution ordering an improvement with a “super-majority” vote. This means the council can only adopt the resolution by a four-fifths vote of all members of the council. If the mayor of a charter city has no vote or votes only in case of a tie, the mayor is not considered a member for the purpose of determining a four-fifths majority vote.

D. Notice of right to appeal

Even if the city follows charter procedures, state law requires that charter cities send the same notices of proposed assessments to inform property owners of the procedures they must follow under the charter in order to appeal the assessments to district court.

E. Deferrals

If the city offers deferments, notices of proposed assessments must tell property owners about deferments and how to procure them. Like statutory cities, charter cities may choose to offer deferrals to those who are 65 years of age or older or retired by virtue of a permanent and total disability.

F. Day labor

State law considers charter provisions as requiring that the council issue the contract for all or part of the work, or order all or part of the work done by day labor, no later than one year after the adoption of the resolution ordering such improvement—unless the council specifically states a different time limit in the resolution ordering the improvement.

Appendix A: Special Assessment Checklist

The following is a suggested checklist that may be useful in helping to ensure that every step in the process of making the local improvement, assessment of the cost, and financing is done as required. In no way does it diminish the necessity of checking with the city attorney throughout the process to assure legal compliance. Some of the steps will be omitted in some projects, others in different projects, but these can be crossed off when not applicable in the individual case.

Where certain steps are never done locally, as where the financing steps are the responsibility of an outside consultant, these may be omitted altogether from the list. Additional steps may be put in the list – for example, to list both the preparation of the notice of hearings and of their affidavits of publication.

No checklist of this kind is legally required. For proceedings where some steps are combined for a number of projects, the form as drawn may be cumbersome and perhaps impractical.

SPECIAL ASSESSMENT CHECKLIST¹

Download the forms from the League website.

Steps to Follow	Completed by Whom	Date
1) Petition received (Forms 1-3)		
2) Resolution declaring adequacy of petition and order in preparation of feasibility report (Form 4, 4-Alt.)		
3) Feasibility report (preliminary report and cost estimate)		
4) Resolution accepting report and calling for hearing (Form 5)		
5) Publication of notice of improvement hearing (Form 6)		
6) Mailing notice to affected property owners (Form 6)		
7) Minutes of public hearing showing testimony and findings		
8) Resolution ordering improvement and preparation of plans (Forms 7, 7-Alt, 8)		
9) Resolution approving plans and ordering advertisements for bids (Form 9)		
10) Publication of advertisement for bids (Form 10)		
11) Preparation of contract proposal (Form 11)		

Steps to Follow	Completed by Whom	Date
12) Preparation of assessment roll (Form 12)		
13) Resolution for hearing on proposed assessment (Form 13)		
14) Publication of notice of assessment hearing (Form 14)		
15) Mailing notice to affected property owners (Form 14-Opt.)		
16) Minutes of public hearing showing testimony and findings		
17) Resolution adopting assessment (Form 15)		
18) Notice of final assessment (NOTE: This may be an optional step. See Form 16, FN1)		
19) Certification of assessment to county auditor (Form 17, 17-Alt.) (NOTE: If annual certification plan is followed, the clerk may wish to include a separate sub-step for each year)		
20) Notice of assessment against public corporation (Form 18)		
21) Resolution accepting bid and awarding contract (Form 20)		
22) Contract (Form 21)		
23) Receipt of contractor's performance and payment bonds (Forms 22 and 23)		
24) Engineer's recommendation for final acceptance (Form 26)		
25) Resolution accepting work (Form 27) (NOTE: If work is sometimes done by day labor, additional steps might be added here based on Forms 28 to 32.)		
26) Resolution of issuance of temporary improvement bonds		
27) Advertisement for bids for temporary improvement bonds		
28) Affidavit of publication of advertisement for bids for temporary improvement bonds		
29) Resolution awarding contract for temporary improvement bonds (NOTE: Steps 27, 28, 29 may be omitted if city invests in its own temporary improvement bonds. If temporary bonds are not used, Step 26 may be omitted also.)		

Steps to Follow	Completed by Whom	Date
30) Resolution for issuance of improvement bonds a. Advertisement for bids for improvement bonds b. Affidavit of publication of advertisement for bids for improvement bonds		
31) Resolution awarding contract for improvement bonds		
32) Resolution prescribing bond form and making tax levy		
33) Certified copy to county auditor		
34) Certificate of county auditor		
35) Signature and no litigation certificate		
36) Treasurer's receipt and delivery certificates		

¹ In the event that assessment occurs after awarding the contract, Steps 12-20 (Forms 12-18) would take place beginning after Step 29.

City of Independence

Review of the Final Plat and Zoning Ordinance for a Proposed 28 Unit Subdivision on the Subject Properties Generally Located at 2236 South Lake Shore Drive and to be known as BridgeVine

To: City Council
From: Mark Kaltsas, City Planner
Meeting Date: June 6, 2023
Applicant: BohLand Development
Owner: BohLand BridgeVine LLC
Location: 2236 South Lake Shore Drive

Request:

BohLand Development (Applicant) and BohLand BridgeVine LLC (Owner) requests that the City consider the following action for the properties generally located at 2236 South Lake Shore Drive, Independence, MN (PID No's. 24-118-24-14-0005, 24-118-24-11-0009 and 24-118-24-11-0012):

- a. An ordinance amendment to allow planned unit developments as a conditional use in the Rural Residential Zoning District.
- b. A conditional use permit to allow a planned unit development.
- c. Final plat for the proposed subdivision of the property into 28 single-family lots with a minimum lot size of 1 acre.
- d. An ordinance establishing a Storm Sewer Improvement Tax District.

Property/Site Information:

The property is located on the north side of Perkinsville Road and in-between South Lake Shore Drive and County Road 19. The property has frontage on Lake Independence and is comprised primarily of agriculture land. There are two homes on the subject property along with several detached accessory buildings. The property is comprised of densely wooded areas, wetlands and tillable acreage.

Property Information: 2236 South Lake Shore Drive

Zoning: Agriculture (S-Shoreland Overlay), Rural Residential

Comprehensive Plan: *Lakeshore Estates*
Acreage: ~48 acres

2236 South Lake Shore Drive Aerial



Discussion:

The City approved the rezoning and preliminary plat for the proposed development in 2022. The applicant has now submitted an application for the final plat of the property (and associated PUD/CUP) for a 28-unit subdivision developed across the 2 subject properties. The City reviews the final plat to ensure consistency with the approved preliminary plat. There were several items that were noted during the review of the preliminary plat which have been addressed and revised by the applicant. The City provided guidance and feedback during the preliminary plat review process and has now completed a comprehensive and detailed review of the proposed final plat and associated construction drawings.

The City has completed a detailed review of the proposed subdivision as follows:

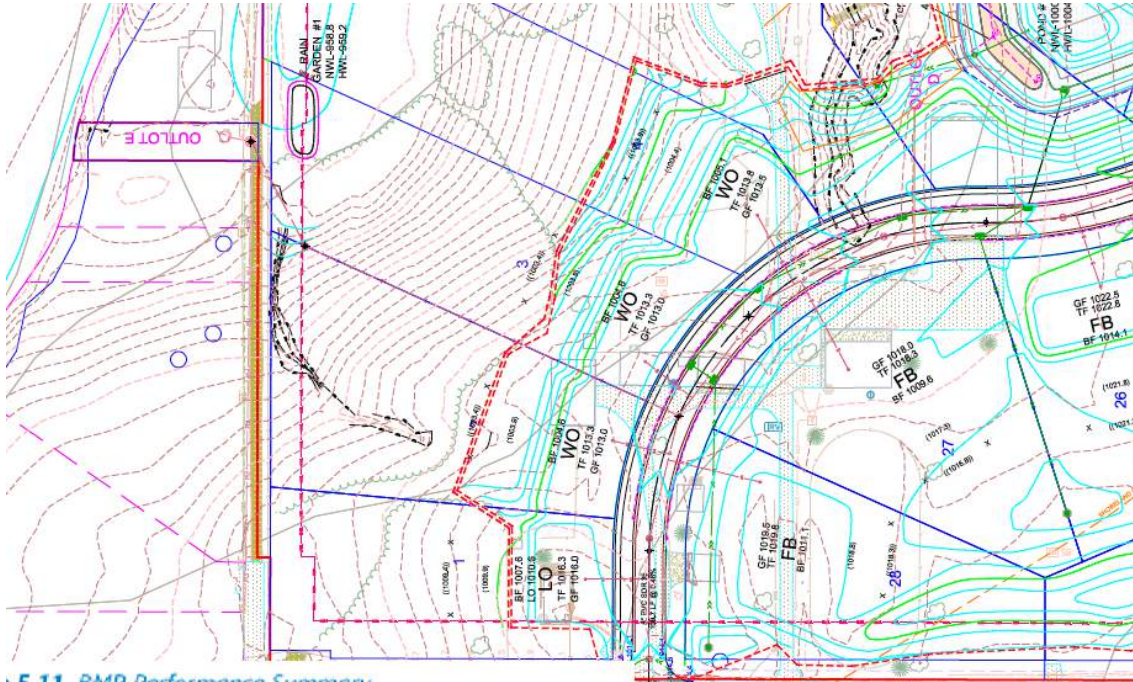
1. The City approved the proposed subdivision subject to approval of the Comprehensive Plan. The Comprehensive Plan is in the final stages of approval by the Metropolitan Council and is anticipated to be fully adopted July 12, 2023. The subject property will be guided for Lakeshore Estates (see attached Comprehensive Plan Future Land Use Map).
2. The City has completed plans for the upgrade to the existing sanitary sewer lift station that will allow the new homes to connect to City sewer. The developer has been working with the City relating to the upgrades required to the lift station to support this development. The City and developer are finalizing the final cost for the lift station improvements which will be paid for by the developer. The total cost will be included in the development agreement.
3. The cities of Medina and Loretto have approved an amendment to the Quad City Agreement to allow the additional connections. The City of Greenfield will be considering approval on Tuesday, June 6th, 2023.
4. The proposed layout shows that those lots with direct shoreland would be developed so that the homes could be located at the top of the existing slope. This configuration is preferable due to the existing vegetation and slopes moving from south to north.
5. The proposed development would preserve a buffer and open space area along Perkinsville and South Lake Shore Drive. This area is proposed to be planted to help screen the proposed development from the surrounding properties. The applicant has prepared a preliminary landscape plan for further consideration. The applicant has provided a final landscape plan for these areas.
 - a. The City will want to see buffering and screening along the rear yards of Lots 15-18, Block 1.
6. The subject property has a significant natural feature that consists of a wooded “ravine” that runs from west to southeast through the northern portion of the property. The proposed plans have identified this area and show that a significant portion of this area would be preserved. The City is requiring that a condition of the approval requires the

establishment of a protective easement or similar conveyance tool and that it is shown on the final plat.

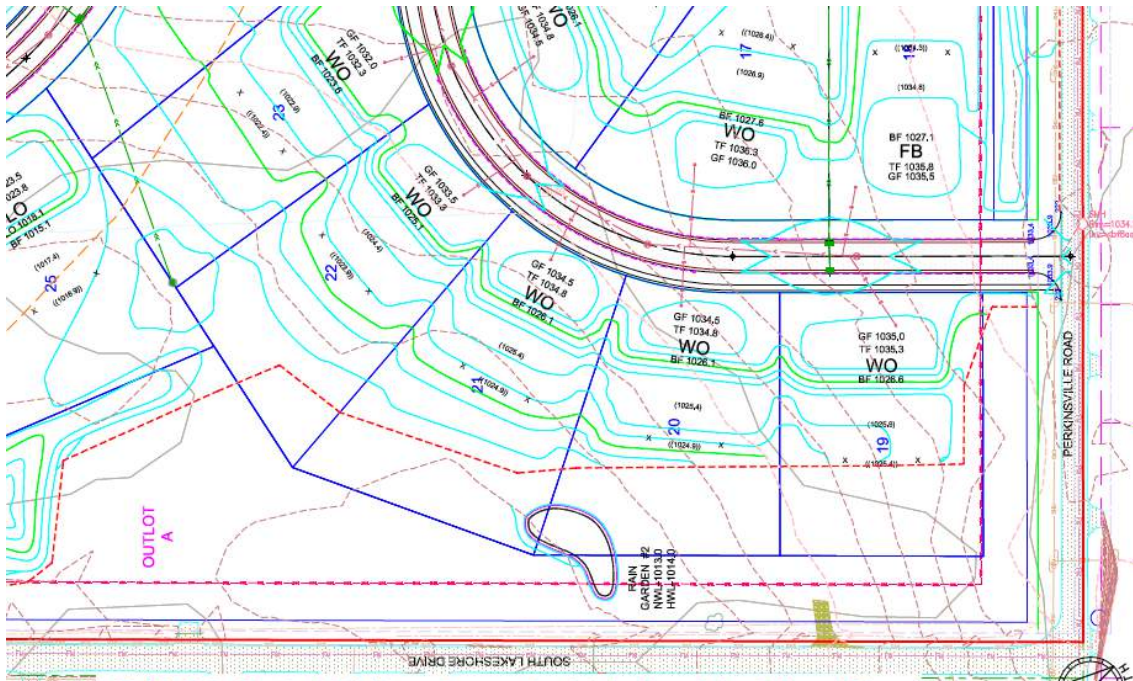
7. This plan has been approved by the Pioneer Sarah Creek Watershed Commission.
8. The proposed final plat indicates six lots with riparian access (frontage or access) on Lake Independence. Any lot directly abutting the lake would need to comply with applicable shoreland overlay standards. The shoreland overlay requires a minimum lot size of 1 acre and a minimum shoreland lot width of 100 linear feet. The subject property has approximately 700 linear feet of shoreline on Lake Independence. Detailed review of each riparian lot relating to slopes, bluffs and general grading will be required if the development is approved.
9. **Stormwater:** the applicant has agreed to strengthen the proposed stormwater management system for this development in several key locations. The applicant is now proposing to add a rain garden/infiltration area on the northern edge of Lot 3. This rain garden area will add an additional level of filtration for water that runs off of Lots, 1, 2, and 3 prior to heading towards the lakeshore. The applicant is also proposing to add a rain garden/infiltration area to Outlot A that will further filter stormwater that drains to the west under South Lake Shore.

Along with these stormwater mitigation measures; the applicant has provided the City with a table showing that the proposed stormwater system will be reducing the peak runoff rates (from the current condition) for stormwater heading towards Lake Independence that goes to the ravine system to the east and the drainage system to the west (see attached drainage exhibit).

Rain Garden – Lot 3



Rain Garden – Outlot A



In addition to requiring the long-term maintenance of the storm water conveyance system by the homeowner's association (HOA), the City will establish a storm sewer improvement tax district for this development. The City is permitted to establish a storm sewer improvement tax district to acquire, construct, reconstruct, extend, maintain and otherwise improve storm sewer systems and related facilities within the District and to

levy a tax on all taxable property within the District to finance such activities. The district boundary would directly correspond with the extents of this development and would provide the City with the ability to maintain the system in the future if the HOA is no longer solvent. The City can establish this district by ordinance. The ordinance has been prepared for formal adoption at the Council Meeting.

10. **Common Area Dock:** The applicant has moved the location of the common ownership boat dock. The applicant is no longer proposing an Outlot, but is now proposing a trail easement between lots 5 and 8 and connecting to the common area of Outlot D. This location is internal to the development. The applicant has also provided a narrative of the proposed restrictions relating to the use of the easement and dock (see attached). If recommended for approval, the City would include a condition as a part of the Planned Unit Development that would place more regulation on this development and the dock access and dock number permitted.
11. The applicant is proposing to deed Outlot E to the City of Independence. The City's lift station currently occupies a portion of this property. There would be no access to the Maple Street easement from this property.



12. The City does not have applicable zoning for this type of sewer residential development. It is proposed that the City's Rural Residential zoning ordinance be amended to allow Planned Unit Developments (PUD) in the Rural Residential zoning district. The City will need to adopt physical lot standards associated with the PUD. The PUD will maintain that all riparian lakeshore lots be required to comply with applicable shoreland district standards. The City is recommending the following additional lot standards:

Minimum lot size:	1 acre (43,560 SF)
Minimum lot width:	100 feet at right of way line
Front yard setback:	35 feet from right of way line
Side yard setback:	15 feet
Corner yard setback:	35 feet
Rear yard setback:	40 feet
Shoreland setback:	100 feet
Setback from lake:	100 feet from ordinary high mark
Setback from wetland:	10 ten feet from the outside edge of the required wetland buffer

The plans will need to be revised to clearly show the building setbacks.

13. The City would propose developing a new accessory structure provision with the PUD as follows:

Accessory Structure Maximum Qty: 2 detached accessory structures (not including swimming pools)

Accessory Structure Maximum Size: 1,000 square feet (total SF of all detached accessory structures).

Accessory Structure Setbacks: Front Yard – located to the rear of the principal structure.
Side Yard – 15 feet
Rear Yard – 40 feet

Accessory Structure Height: Maximum height shall be limited to 14 feet or height of principal structure, whichever is less. Maximum garage door height is eight 8 feet.

14. The proposed plan indicates open space around the perimeter and includes Outlots A, B, C, D, and F. Outlot D, which is centrally located is proposed to contain an HOA community amenity space (see attached detailed plan). Outlot E will be dedicated to the City. All remaining Outlots will become the responsibility of the homeowner's association established for this development. Documentation indicating the conveyance

of this ownership and the maintenance responsibility has been provided to the City. The Outlots will be maintained as described in the HOA documents as mowed and managed landscape open areas.

15. The final plat indicates a 66-foot-wide ROW and a 26-foot-wide road in accordance with applicable standards.
16. There is an existing tree stand located on the property which is primarily along the ravine/drainage area. The City is concerned and desires that these areas are preserved and protected in the after condition of the property. The City has shoreland alteration limitations specified in the shoreland ordinance. In order to ensure that these trees and the ravine are fully preserved, it is recommended that a condition of the approval include adding language to the PUD relating to tree preservation on the lakeshore properties.
17. Cash in lieu of land will be required in accordance with the City's current park dedication fee of \$3,500 per lot (less than 4.99 acres). One park dedication credit will be given for the existing house proposed to remain. The park dedication fee requirement for this development is anticipated to be approximately \$94,500 (27 lots x \$3,500).

Recommendation:

The Planning Commission recommended approval of the final plat, ordinance amendment, and conditional use permit for a planned unit development with the following findings and conditions:

1. The proposed final plat, ordinance amendment, conditional use permit and planned unit development meet all applicable conditions, criteria and restrictions stated in the City of Independence Ordinance.
2. City Council approval of the final plat, conditional use permit and planned unit development is subject to approval and completion of the following items:
 - a) Metropolitan Council approval of a Comprehensive Plan Amendment.
 - b) Review and adoption of an ordinance amendment to include planned unit developments as a conditional use in the RR-Rural Residential zoning district.
 - c) Rezoning of the property from AG-Agriculture to RR-Rural Residential.
 - d) Review and approval of a conditional use permit approving a planned unit development.
 - e) Approval of the Quad City Agreement (stipulates sewer connections through Medina) by the applicable cities that are a party to the agreement.

- f) The Applicant shall address all outstanding engineering comments made by the City's Civil Engineer.
 - g) The Applicant shall address all engineering comments made by the City's Water Resource Engineer.
 - h) The Applicant shall make all revisions requested in the staff report, Planning Commission and City Council.
 - i) The Applicant shall prepare a restrictive and protective easement over and across the area generally described as the "ravine" to the satisfaction of the City.
 - j) The Applicant shall comply with all applicable regulations and conditions prescribed by Pioneer Sarah Creek Watershed Management Organization.
 - k) The Applicant shall receive the approval of the Department of Natural Resources.
 - l) The Applicant shall enter into a development agreement with the City for this development.
 - m) The Applicant shall provide a letter of credit as established by the development agreement for all improvements associated with this development.
 - n) The Applicant shall provide the City with copies of the HOA agreement and covenants, including information related to the maintenance plantings and storm water easements.
 - o) The Applicant shall obtain all necessary City, County, PCA and other regulatory agency approval and permits prior to construction.
- 3. The Applicant shall pay for all costs associated with the City's review of the comprehensive plan amendment, subdivision, rezoning, ordinance amendment and conditional use permit and preliminary plat and general plan.
 - 4. The Applicant shall record final plat with Hennepin County within 180 days of the final plat approval.

Attachments:

Final Plat
Construction Drawings
Resolution Approving Final Plat
Resolution Approving Conditional Use Permit for PUD
Ordinance Amendment
Storm Water Tax District Ordinance
Comprehensive Land Use Plan



ORDINANCE OF THE
CITY OF INDEPENDENCE
HENNEPIN COUNTY, MINNESOTA

ORDINANCE NO. 2023-01

**AN ORDINANCE AMENDING CHAPTER V, SECTION 530 OF THE CITY CODE
(ZONING ORDINANCE)**

THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, HENNEPIN COUNTY, MINNESOTA, ORDAINS:

SECTION 1. The Independence City Code, Chapter V, Section 530.07, is amended to add the following provisions.

Chapter V, Section 510.07. – Physical Standards

530.07. Physical standards.

Subd. 5. *Planned unit development (PUD) conditional use permit.* Planned unit developments are a conditional use in the Rural Residential District, subject to the provisions of subsections 520.09, 520.11 and 520.13 of this Code.

(a) *Purpose.* The purpose of the planned unit development conditional use permit is to promote the creative and efficient use of land. The provisions of this subdivision are intended to:

- (1) Protect natural features in common open space.
- (2) Improve the arrangement of structures, facilities, and amenities on a site.
- (3) Preserve the rural character of the community.

(b) *Criteria.* A Planned Unit Development (PUD) zoning district shall be developed in appropriate settings and situations and to create or maintain a development pattern that complies with the City's Comprehensive Plan and comply with the following:

- (1) The development parcel must be 40 or more acres in size;
- (2) The development parcel must be guided by the City's adopted Comprehensive Land Use Plan as *Lakeshore Estates*.
- (3) Upon completion of the development, all lots to be included in the development parcel must be connected to the City's sanitary sewer service;

- (3) Woodland, wetlands and topography must be preserved in a natural state, with modification allowed when no reasonable alternative exists; or, if the site lacks unique features such as woodlands and wetlands, the site must be designed and constructed in such a manner that residential building sites are integrated into a created natural environment including reforestation, wetlands enhancement, and vegetative screening of structures;
- (5) Lots within the development must have a minimum lot size of one (1) contiguous buildable acres and be connected to City sewer when developed. Buildable acreage must not be separated by streams, wetlands or other physical impediments;
- (6) Open space must be designated in the development as one or more Outlots and must be owned either by a homeowners' association consisting of the owners of all of the residential lots in the development or by the owners of the residential lots, as tenants in common;
- (7) The developer must record against the development a declaration of covenants that places responsibility for management of the open space in a homeowner's association and provides for the assessment of management costs to the association members;
- (8) All utilities must be placed underground;
- (9) All residential streets within the planned unit development must be paved with a bituminous surface according to the city street standards in effect at the time of the development;
- (10) A development agreement must be entered into with the city.

SECTION 2. This ordinance shall be in force and effect after enactment and publication as required by law.

Adopted by the City Council of the city of Independence this 6th day of June 2023.

Marvin Johnson, Mayor

Attest:

Mark Kaltsas, City Administrator



RESOLUTION OF THE
CITY OF INDEPENDENCE
HENNEPIN COUNTY, MINNESOTA

RESOLUTION NO. 23-0606-01

**A RESOLUTION GRANTING APPROVAL OF A FINAL PLAT AND DEVELOPMENT
AGREEMENT TO ALLOW A 28-LOT PLANNED UNIT DEVELOPMENT
TO BE KNOWN AS BRIDGEVINE**

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

WHEREAS, the City adopted a comprehensive plan in 2010 to guide the development of the community; and

WHEREAS, the City has adopted a zoning ordinance and other official controls to assist in implementing the comprehensive plan; and

WHEREAS, BohLand Development (Applicant) and BohLand BridgeVine LLC (Owner) request approval of a Final Plat to allow a 28 lot development of the properties generally located at 2236 South Lake Shore Drive, Independence, MN (PID No’s. 24-118-24-14-0005, 24-118-24-11-0009 and 24-118-24-11-0012) (the “Property”); and

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

WHEREAS, the Final Plat is further depicted on **Exhibit B** attached hereto; and

WHEREAS, the Property is zoned RR-Rural Residential; and

WHEREAS the requested Final Plat meets all requirements, standards, and specifications of the City of Independence zoning ordinance for Rural Residential lots; and

WHEREAS the Planning Commission held a public hearing on May 16, 2023, to review the application for the Final Plat, following mailed and published noticed as required by law; and

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MINNESOTA, that it should and hereby does approve the application by BohLand Development for Final Plat to allow the subdivision of the property per the City's subdivision regulations with the following conditions:

1. The proposed final plat, ordinance amendment, conditional use permit and planned unit development meet all applicable conditions, criteria and restrictions stated in the City of Independence Ordinance.
2. City Council approval of the final plat, conditional use permit and planned unit development is subject to approval and completion of the following items:
 - a) Metropolitan Council approval of a Comprehensive Plan Amendment.
 - b) Review and adoption of an ordinance amendment to include planned unit developments as a conditional use in the RR-Rural Residential zoning district.
 - c) Rezoning of the property from AG-Agriculture to RR-Rural Residential.
 - d) Review and approval of a conditional use permit approving a planned unit development.
 - e) Approval of the Quad City Agreement (stipulates sewer connections through Medina) by the applicable cities that are a party to the agreement.
 - f) The Applicant shall address all outstanding engineering comments made by the City's Civil Engineer.
 - g) The Applicant shall address all engineering comments made by the City's Water Resource Engineer.
 - h) The Applicant shall make all revisions requested in the staff report, Planning Commission and City Council.
 - i) The Applicant shall prepare a restrictive and protective easement over and across the area generally described as the "ravine" to the satisfaction of the City.
 - j) The Applicant shall comply with all applicable regulations and conditions prescribed by Pioneer Sarah Creek Watershed Management Organization.
 - k) The Applicant shall receive the approval of the Department of Natural Resources.
 - l) The Applicant shall enter into a development agreement with the City for this development.

- m) The Applicant shall provide a letter of credit as established by the development agreement for all improvements associated with this development.
 - n) The Applicant shall provide the City with copies of the HOA agreement and covenants, including information related to the maintenance plantings and storm water easements.
 - o) The Applicant shall obtain all necessary City, County, PCA and other regulatory agency approval and permits prior to construction.
- 3. The Applicant shall pay for all costs associated with the City's review of the comprehensive plan amendment, subdivision, rezoning, ordinance amendment and conditional use permit and preliminary plat and general plan.
 - 4. The Applicant shall record final plat with Hennepin County within 180 days of the final plat approval.

This resolution was adopted by the City Council of the City of Independence on this 6th of June 2023, by a vote of ____ ayes and ____ nays.

Marvin Johnson, Mayor

ATTEST:

Mark Kaltsas, City Administrator

EXHIBIT A

(Legal Description)

Parcel 1: The West 525 feet of the East 657 feet of Government Lot 1 except the South 246 feet of the East 444 feet thereof; That part of Government Lot 1 lying West of the East 657 feet thereof and South of Fred W. Anderson's Addition, all in Section 24, Township 118, Range 24, free and clear of all dedications of streets, roads, alleys and public use of property contained in the plat of Perkinsville, Hennepin County, Minnesota.

Parcel 2: Lots 13 to 25 inclusive, Fred W. Anderson's Addition, Hennepin County, Minnesota.

Parcel 3: Lot 4, Fred W. Anderson's Addition, except the East 2.00 feet, as measured at right angles to the East line thereof, free and clear of all dedications of streets, roads, alleys and public use of property contained in the plat of Perkinsville, Hennepin County, Minnesota.

That part of vacated Maple Street, dedicated in the plat of "Fred W. Anderson's Addition" lying southerly of the centerline of said Maple Street, and between the northerly extension across it of the westerly line of Lot 16, said plat, and the southerly extension across it of the centerline of Lake Street, said plat; That part of vacated Maple Street, dedicated in the plat of "Fred W. Anderson's Addition" lying southerly of the centerline of said Maple Street, and between the southerly extension across of it of the centerline of Lake Street, as dedicated in said plat, and the northerly extension across it of the easterly line of Lot 25, said plat; That part of vacated Maple Street, dedicated in the plat of "Fred W. Anderson's Addition" lying northerly of the centerline of said Maple Street, and between the southerly extensions across it of the centerline of Lake Street, as dedicated in said plat, and westerly line of the East 2.00 feet of Lot 4, as measured of right angles to the East line thereof, said plat; That part of vacated Lake Street, dedicated in the plat of "Fred W. Anderson's Addition" lying easterly of the centerline of said Lake Street, as dedicated in said plat.

(All of the above property is Torrens)

AND

Lot Twenty-six (26) in Fred W. Anderson's Addition, Hennepin County, Minnesota, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said county.

(Abstract)



RESOLUTION OF THE
CITY OF INDEPENDENCE
HENNEPIN COUNTY, MINNESOTA

RESOLUTION NO. 23-0606-02

**A RESOLUTION GRANTING APPROVAL OF A CONDITIONAL USE PERMIT TO
ALLOW A PLANNED UNIT DEVELOPMENT IN ACCORDANCE WITH THE
APPROVED SUBDIVISION TO BE KNOWN AS BRIDGEVINE**

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

WHEREAS, the City adopted a comprehensive plan in 2010 to guide the development of the community; and

WHEREAS, the City has adopted a zoning ordinance and other official controls to assist in implementing the comprehensive plan; and

WHEREAS, BohLand Development (Applicant) and BohLand BridgeVine LLC (Owner) request approval of a Conditional Use Permit to permit a Planned Unit Development for a 28 lot development of the properties generally located at 2236 South Lake Shore Drive, Independence, MN (PID No’s. 24-118-24-14-0005, 24-118-24-11-0009 and 24-118-24-11-0012) (the “Property”); and

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

WHEREAS, the Final Plat is further depicted on **Exhibit B** attached hereto; and

WHEREAS, the Property is zoned RR-Rural Residential; and

WHEREAS the requested conditional use permit meets all requirements, standards, and specifications of the City of Independence zoning ordinance for Rural Residential lots; and

WHEREAS the Planning Commission held a public hearing on May 16, 2023, to review the application for the Conditional Use Permit, following mailed and published noticed as required by law; and

WHEREAS, the City Council has reviewed all materials submitted by the Applicant; considered the oral and written testimony offered by the applicant and all interested parties; and

has now concluded that the application is in compliance with all applicable standards and can be considered for approval; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MINNESOTA, that it should and hereby does approve the application by BohLand Development for a conditional use permit to allow a planned unit development on the property per the City's applicable zoning and subdivision regulations with the following conditions:

1. 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.
2. 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.
3. The conditional use permit will include the following conditions:
 - a. The conditional use permit will be reviewed annually by the City to ensure conformance with the conditions set forth in the resolution.
4. 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.
5. 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.
6. The conditional use permit will include the following conditions:
 - b. The conditional use permit will be reviewed annually by the City to ensure conformance with the conditions set forth in the resolution.
 - c. The planned unit development shall have the following permitted uses:
 - a. Detached single-family dwellings.
 - d. The planned unit development shall have the following accessory uses:
 - a. Private fences, gardening and landscaping;
 - b. Recreation equipment;
 - c. Home occupations operated in accordance with subsection 515.09 of the City's adopted zoning code;
 - d. Private garage, additional storage buildings, barns or other structures, accessory to an existing single-family dwelling and subject to the following criteria:

- i. No accessory building or structure shall be constructed on any residential lot prior to the time of construction of the principal building to which it is accessory.
 - ii. The maximum number of detached accessory structures shall be two (2) (not including swimming pools).
 - iii. The maximum, combined, square footage of all detached accessory structures shall be 1,000 square feet.
 - iv. Accessory structures shall conform to the following setbacks:
Front Yard – located to the rear of the principal structure.
Side Yard – 15 feet
Rear Yard – 40 feet
 - v. The maximum height of any detached accessory structure shall be limited to 14 feet or height of principal structure, whichever is less.
 - vi. The maximum accessory structure garage door height shall be eight 8 feet.
- e. The planned unit development shall have the following conditional uses:
 - a. Accessory dwelling units in accordance with subsection 510.05, Subd. 2. of the City's adopted zoning code.
- f. The planned unit development will have the following physical lot standards:

Minimum lot size:	1 acre (43,560 SF)
Minimum lot width:	100 feet at right of way line
Front yard setback:	35 feet from right of way line
Side yard setback:	15 feet
Corner yard setback:	35 feet
Rear yard setback:	40 feet
Shoreland setback:	100 feet
Setback from lake:	100 feet from ordinary high mark
Setback from wetland:	10 ten feet from the outside edge of the required wetland buffer
- g. Regulations relating to tree removal on all riparian lots within the proposed subdivision shall be as follows:
 - i. Any tree removal or vegetative clearing on Lots 1-10, Block 1 shall require the approval of the City of Independence. An application for vegetation alteration/removal (City to provide form) will need to be filled out by the applicant and submitted to the City for review and approval.
 - ii. Tree and vegetation removal shall be limited to the removal of invasive species, dead, dying or diseased trees, and removal associated with approved grading for lakeshore structures, stairs, ramps or similar improvements.
 - iii. Effort shall be made to reduce the extent of tree and vegetation removals.

- iv. Pruning of trees or vegetation to provide views of the lake shall be considered on an individual basis following the submittal and review of a vegetation alteration/removal permit.
 - h. The planned unit development permits one (1) common ownership dock (with one boat slip) to be located and accessed via a private easement between Lot 5 and 8, Block 1, BridgeVine. The maximum number of boats that can be moored or otherwise secured to the dock shall be one (1).
- 7. The applicant shall pay for all costs associated with the review and recording of the resolution.

This resolution was adopted by the City Council of the City of Independence on this 6th of June 2023, by a vote of ____ ayes and ____ nays.

Marvin Johnson, Mayor

ATTEST:

Mark Kaltsas, City Administrator

EXHIBIT A
(Legal Description)

Parcel 1: The West 525 feet of the East 657 feet of Government Lot 1 except the South 246 feet of the East 444 feet thereof; That part of Government Lot 1 lying West of the East 657 feet thereof and South of Fred W. Anderson's Addition, all in Section 24, Township 118, Range 24, free and clear of all dedications of streets, roads, alleys and public use of property contained in the plat of Perkinsville, Hennepin County, Minnesota.

Parcel 2: Lots 13 to 25 inclusive, Fred W. Anderson's Addition, Hennepin County, Minnesota.

Parcel 3: Lot 4, Fred W. Anderson's Addition, except the East 2.00 feet, as measured at right angles to the East line thereof, free and clear of all dedications of streets, roads, alleys and public use of property contained in the plat of Perkinsville, Hennepin County, Minnesota.

That part of vacated Maple Street, dedicated in the plat of "Fred W. Anderson's Addition" lying southerly of the centerline of said Maple Street, and between the northerly extension across it of the westerly line of Lot 16, said plat, and the southerly extension across it of the centerline of Lake Street, said plat; That part of vacated Maple Street, dedicated in the plat of "Fred W. Anderson's Addition" lying southerly of the centerline of said Maple Street, and between the southerly extension across it of the centerline of Lake Street, as dedicated in said plat, and the northerly extension across it of the easterly line of Lot 25, said plat; That part of vacated Maple Street, dedicated in the plat of "Fred W. Anderson's Addition" lying northerly of the centerline of said Maple Street, and between the southerly extensions across it of the centerline of Lake Street, as dedicated in said plat, and westerly line of the East 2.00 feet of Lot 4, as measured of right angles to the East line thereof, said plat; That part of vacated Lake Street, dedicated in the plat of "Fred W. Anderson's Addition" lying easterly of the centerline of said Lake Street, as dedicated in said plat.

(All of the above property is Torrens)

AND

Lot Twenty-six (26) in Fred W. Anderson's Addition, Hennepin County, Minnesota, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said county.

(Abstract)



ORDINANCE OF THE
CITY OF INDEPENDENCE
HENNEPIN COUNTY, MINNESOTA

ORDINANCE NO. 2023-02

**AN ORDINANCE ESTABLISHING THE BRIDGEVINE
STORM SEWER IMPROVEMENT TAX DISTRICT**

THE CITY OF INDEPENDENCE, MINNESOTA DOES ORDAIN:

Section I. Background: Findings.

1.01. The City is authorized by Minnesota Statutes, Sections 444.16 – 444.21 (the “Act”) to establish a storm sewer improvement tax district (the “District”) to acquire, construct, reconstruct, extend, maintain and otherwise improve storm sewer systems and related facilities within the District in accordance with the Act and to levy a tax on all taxable property within the District to finance such activities.

1.02. It is found and determined that it is in the best interests of Independence and its storm water management program that the District be established for the property being developed as BridgeVine.. The District shall be comprised of the following land within Independence legally described as follows:

The West 525 feet of the East 657 feet of Government Lot 1 except the South 246 feet of the East 444 feet thereof; That part of Government Lot 1 lying West of the East 657 feet thereof and South of "Fred W. Anderson's Addition", all in Section 24, Township 118, Range 24, free and clear of all dedications of streets, roads, alleys and public use of property contained in the plat of Perkinsville, Hennepin County, Minnesota.

AND

Lots 13 to 25 inclusive, "Fred W. Anderson's Addition".

AND

Lot 4, "Fred W. Anderson's Addition", except the East 2.00 feet, as measured at right angles to the East line thereof, free and clear of all dedications of streets, roads, alleys

and public use of property contained in the plat of Perkinsville, Hennepin County, Minnesota.

That part of vacated Maple Street, dedicated in the plat of "Fred W. Anderson's Addition" lying southerly of the centerline of said Maple Street, and between the northerly extension across it of the westerly line of Lot 16, said plat, and the southerly extension across it of the centerline of Lake Street, said plat; That part of vacated Maple Street, dedicated in the plat of "Fred W. Anderson's Addition" lying southerly of the centerline of said Maple Street, and between the southerly extension across it of the centerline of Lake Street, as dedicated in said plat, and the northerly extension across it of the easterly line of Lot 25, said plat; That part of vacated Maple Street, dedicated in the plat of "Fred W. Anderson's Addition" lying northerly of the centerline of said Maple Street, and between the southerly extensions across it of the centerline of Lake Street, as dedicated in said plat, and westerly line of the East 2.00 feet of Lot 4, as measured of right angles to the East line thereof, said plat; That part of vacated Lake Street, dedicated in the plat of "Fred W. Anderson's Addition" lying easterly of the centerline of said Lake Street, as dedicated in said plat. (Torrens)

AND

Lot Twenty-six (26) in "Fred W. Anderson's Addition" and that part of vacated Maple Street as dedicated in said plat of "Fred W. Anderson's Addition" lying southerly of the centerline of said Maple Street and between the northerly extension of the easterly and westerly lines of said Lot 26.

And to be platted as BridgeVine, Hennepin County, Minnesota.

Section II. Establishment: Authorizations.

2.01. The BridgeVine Storm Sewer Improvement Tax District is established. The city shall have all powers and authority conferred by the Act in the operation and financing of the activities of the District.

2.02. The boundaries of the District are as described above.

2.03. The City Administrator is authorized and directed to file a certified copy of the ordinance with the Hennepin County Auditor, the Office of the Hennepin County Recorder.

Section III. This ordinance shall become effective upon its adoption and publication and shall be recorded with the Hennepin County Auditor, Registrar of Titles and Recorder.

Adopted by the City Council of the city of Independence this 6th day of June 2023.

Marvin Johnson, Mayor

Attest:

Mark Kaltsas, City Administrator

**DEVELOPMENT AGREEMENT
BETWEEN BOHLAND BRIDGEVINE, LLC
AND THE CITY OF INDEPENDENCE**

BRIDGEVINE

This Development Agreement (this “**Agreement**”) is made and entered into this _____ day of _____, 2023, by and between the City of Independence, a municipal corporation under the laws of Minnesota (“**City**”), and BohLand BridgeVine, LLC, a Minnesota corporation (“**Developer**”).

WITNESSETH:

WHEREAS, the City Council approved the preliminary and final plat of BridgeVine (the “**Subdivision**”) by Resolution No. 23-_____ -__ adopted on _____, 2023 (“**City Approvals**”), and;

WHEREAS, Developer is the fee owner of the land platted as BridgeVine as legally described on **Exhibit A** attached hereto (the “**Property**”), and;

WHEREAS, the City Approvals are contingent upon Developer entering into a development agreement satisfactory to City, which development agreement will be recorded against the Property; and;

WHEREAS, the City has permitted, pursuant to separate agreement, Developer to proceed with grading and installation of certain buried improvements intended to be eventually accepted by the City pursuant to this Agreement, all of which improvements and work have been entirely at Developer’s sole risk.

NOW, THEREFORE, based on the mutual covenants and obligations contained herein, the parties agree as follows:

1. **Right to Proceed**. This Agreement is intended to regulate the development of the Property and the construction therein of certain public and private improvements. Developer may not construct public or private improvements or any buildings within the Subdivision, except as provide in the recitals above, until all the following conditions precedent have been satisfied:

- a) the final plat has been filed with Hennepin County;
- b) this Agreement has been executed by Developer and City and filed with Hennepin County;
- c) the required Letter of Credit and escrow amount (as hereinafter defined) have been received by City from Developer;
- d) final engineering and construction plans in digital form have been submitted by Developer and approved by the City engineer;
- e) Developer has paid City for all legal, engineering and administrative expenses incurred by City regarding the City Approvals;
- f) Developer has responded to all comments provided by City [City engineers, Hennepin County and Pioneer Sarah Creek Watershed Management

Commission (“PSCWMC”)] and such responses have been approved in writing by the City administrator;

- g) Developer has obtained written approval from PSCWMC and provided evidence of such approval to City;
- h) Developer has executed the stormwater ponds maintenance agreement in the form attached hereto as **Exhibit B**;
- i) Developer has paid the park dedication fee as per paragraph 8 herein, and;
- j) Developer’s agent has attended a preconstruction meeting with the City engineer and staff.

Upon completion or satisfaction of the foregoing conditions precedent, Developer shall notify City and, upon confirmation of completion, City shall provide written notice that Developer may proceed.

2. Plans; Improvements. a) Developer agrees to develop the Property in accordance with the City Approvals, and to construct all improvements in accordance with the approved engineering and construction plans (collectively, the “**Plans**”). All terms and conditions of the City Approvals are hereby incorporated by reference into this Agreement. The Plans may not be modified by Developer without the prior written approval of City.

b) In developing the Subdivision in accordance with the Plans, Developer shall make or install at its sole expense the following public and private improvements (collectively, the “**Subdivision Improvements**”):

- 1. Street and road improvements;
- 2. Storm sewer facilities, and;
- 3. Stormwater pond facilities and associated grading.

c) All work performed by or on behalf of Developer related to construction of the Subdivision Improvements shall be restricted to the hours of 7:00 a.m. through 6:00 p.m., Monday through Friday, and 8:00 a.m. through 4:00 p.m. on Saturday. Construction on homes shall be restricted to the hours of 7:00 a.m. through 6:00 p.m., Monday through Friday and 8:00 a.m. through 4:00 p.m. on Saturday and Sunday.

3. Erosion Control. a) All construction regarding the Subdivision Improvements shall be conducted in a manner designed to control erosion and in compliance with all City ordinances and other requirements, including City’s permit with the Minnesota Pollution Control Agency regarding municipal separate storm sewer system program dated June 30, 2014. Before any portion of the Subdivision is rough graded, an erosion control plan shall be implemented by Developer as approved by City. City may impose reasonable, additional erosion control requirements after City’s initial approval, if City deems such necessary due to a change in conditions. All areas disturbed by the excavation shall be reseeded promptly after the completion of the work in that area unless construction of streets or utilities, buildings or other improvements is anticipated immediately thereafter. Except as otherwise provided in the erosion control plan, seed shall provide a temporary ground cover as rapidly as possible. All seeded areas shall be mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion.

b) If Developer does not comply with the erosion control plan and schedule or

supplementary instructions received from City, City may take such action as it deems reasonably appropriate to control erosion based on the urgency of the situation. City agrees to provide reasonable notice to Developer in advance of any proposed action, including notice by telephone or email in the case of emergencies, but limited notice by City when conditions so dictate will not affect Developer's obligations or City's rights hereunder.

c) Developer agrees to reimburse City for all expenses it incurs in connection with any action it takes to control erosion. No grading or construction of the Subdivision Improvements will be allowed and no building permits will be issued within the Subdivision unless Developer is in full compliance with the erosion control requirements. The erosion control measures specified in the Plans or otherwise required within the Subdivision shall be binding on Developer and its successors and assigns.

4. Site Grading; Haul Routes. a) In order to construct the Subdivision Improvements and otherwise prepare the Property for development, it will be necessary for Developer to grade the Property. All grading must be done in compliance with this Agreement, the Plans and with all requirements of the Minnesota Pollution Control Agency regarding contaminated soils. City may withhold issuance of a building permit for the Subdivision until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by City. Within 30 days after completion of the grading, Developer shall provide City with an "as constructed" grading plan and a certification by a registered land surveyor or engineer.

b) Developer agrees that any fill material which must be brought to or removed from the Subdivision while grading the site or during construction of the Subdivision Improvements or any buildings located within the Subdivision will be transported using the haul routes established by City.

5. Construction of Subdivision Improvements. a) All Subdivision Improvements shall be installed in accordance with the Plans, the City Approvals, City's subdivision regulations, City's engineering standards and the requirements of the City engineer. Developer shall submit plans and specifications for the Subdivision Improvements. Developer shall obtain any necessary permits from any other agency having jurisdiction before proceeding with construction. City shall inspect the Subdivision Improvements at Developer's expense. Developer, its contractors and subcontractors, shall follow all instructions received from City's inspectors. Within 45 days after the completion of the Subdivision Improvements, Developer shall supply City with a complete set of reproducible "as constructed" plans and three complete sets of paper "as constructed" plans, each prepared in accordance with City standards and also electronic versions of said plans in AutoCADD and shapefile formats based on Hennepin County coordinates. Iron monuments must be installed in accordance with state law. Developer's surveyor shall submit a written notice to City certifying that the monuments have been installed. All Subdivision Improvements required by this Agreement shall be completed by no later than _____, 2023, except as specifically noted otherwise in this Agreement.

b) Developer agrees to require its contractor to provide to City a warranty bond against defects in labor and materials for all elements of the Subdivision Improvements for a period of two years from the date of their acceptance by City. During such period, Developer agrees to repair or replace any Subdivision Improvement, or any portion or element thereof, which shows signs of failure, normal wear and tear excepted. A decision regarding whether a Subdivision Improvement shows signs of failure shall be made by City in the exercise of its reasonable judgment. If

Developer fails to repair or replace a defective Subdivision Improvement during the warranty period, City may repair or replace the defective portion and may use the Letter of Credit (as hereinafter defined) to reimburse itself for such costs. Developer agrees to reimburse City fully for the cost of all Subdivision Improvement repair or replacement if the cost thereof exceeds the remaining amount of the Letter of Credit. Such reimbursement must be made within 45 days of the date upon which City notifies Developer of the cost due under this paragraph. Developer hereby agrees to permit City to specially assess any unreimbursed costs against any lots in the Subdivision which have not been sold to home buyers if Developer fails to make required payments to City. Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the lots within the Subdivision of the repair or replacement of the Subdivision Improvements and hereby consents to such assessment and waives the right to a hearing or notice of hearing or any appeal thereon under Minnesota Statutes, Chapter 429.

c) If building permits are issued prior to the completion and acceptance of all Subdivision Improvements serving any lot, Developer assumes all liability and costs resulting in delays in completion of the Subdivision Improvements and damage to the Subdivision Improvements caused by City, Developer, its contractors, subcontractors, materialmen, employees, agents, or third parties.

6. Lift Station Improvement Charge. a) The Property is served by Lift Station 50 (LS 50). The City determined that LS 50 had to be upgraded to accommodate the sanitary sewer from the proposed development. In order for the City to make the requisite lift station improvements, the property is subject to a lift station improvement charge of _____ per unit. The Developer waives any and all procedural and substantive objections to the special assessments, including but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the property. The Developer waives any appeal rights otherwise available pursuant to M.S.A. §429.081.

7. Stormwater Pond Improvements. a) Developer agrees to complete all elements of the on-site stormwater facilities, including but not limited to ponds, infiltration basins and accompanying structures, in accordance with the Plans and in compliance with all City requirements regarding such improvements. The stormwater facilities serving the Subdivision will remain private and will be maintained by Developer, or successor owners through BridgeVine Association, Inc. (the association of BridgeVine homeowners and the “**Association**” hereinafter) at its sole expense. City does not intend to accept the stormwater facilities as public and does not intend to maintain them. In order to meet the requirements of the PSCWMC, Developer agrees to enter into a Stormwater Ponds Maintenance Agreement with City in the form attached hereto as **Exhibit B**. The purpose of the Stormwater Ponds Maintenance Agreement is to ensure that Developer and ultimately the homeowners, or the Association if applicable, maintain the stormwater facilities within the Subdivision and to give City the right but not the obligation to do so if Developer and the homeowners and the Association fail to do so. The Stormwater Ponds Maintenance Agreement will be recorded against the Property and will run with the land. Developer acknowledges that i) the on-site storm water improvements will not be accepted by City; ii) City does not plan to maintain or pay for maintenance, repair or replacement of the storm sewer improvements and that Developer and ultimately the lot owners, and the Association if applicable, will have primary responsibility for such work; iii) City has the right but not the obligation to perform necessary work upon the failure or refusal by Developer and the owners and the Association to do so; and iv) if City performs any work on the storm water improvements, City intends to recover its costs through one of the means available to it, including the right to specially assess the cost of such work against all of the lots within the Subdivision.

b) Developer agrees to inform purchasers of lots within the Subdivision that i) City does not plan to maintain or pay for maintenance, repair or replacement of the storm water improvements and that the Association (and, therefore, indirectly the owners) will have primarily

responsibility for such work; ii) City has the right but not the obligation to perform necessary work upon the failure or refusal by the Developer and the owner and the Association to do so; and iii) if City performs any work on the storm water improvements, City intends to recover the cost of such work against the lots within the Subdivision through one of the means available to it, including the right to specially assess the cost of the work against all the lots within the Subdivision.

c) Developer acknowledges that City has established a storm sewer improvement tax district which includes all of the Property. The district was established pursuant to Minnesota Statutes, sections 444.16 to 444.21 and authorizes City to acquire, construct, reconstruct, extend, maintain, and otherwise improve storm sewer systems and related improvements within the Property if such work becomes necessary in the opinion of City. In recognition of this possibility, Developer agrees to provide prospective lot purchasers with a disclosure statement regarding the existence of the storm sewer improvement tax district and the fact that a tax could be imposed on the lots within the Subdivision if the City is required to repair or maintain the storm sewer systems and related improvements. The wording of the disclosure statement must be approved by City for use in connection with the sale of lots in the Subdivision prior to its distribution or use by Developer or to the marketing of any of the lots.

7. Improvement Security. a) In order to ensure completion of the Subdivision Improvements required under this Agreement and satisfaction of all fees due to City, Developer agrees to deliver to City prior to beginning any construction or work within the Subdivision a letter of credit (the “**Letter of Credit**”) in the amount of **\$2,181,654.00**, which represents 150 percent of the estimated cost of the Subdivision Improvements as specified in the Plans. This amount represents the maximum risk exposure for City, based on the anticipated sequence of construction and the estimate of cost of each element of the Subdivision Improvements, rather than the aggregate cost of all required Subdivision Improvements. The Letter of Credit shall be delivered to City prior to beginning any work on the Subdivision Improvements and shall renew automatically thereafter until released by City. The estimated cost of the work covered by the Letter of Credit is itemized on **Exhibit C** attached hereto. The Letter of Credit shall be issued by a bank determined by City to be solvent and creditworthy and shall be in a form acceptable to City. The Letter of Credit shall allow City to draw upon the instrument, in whole or part, in order to complete construction of any or all of the Subdivision Improvements and other specified work within the Subdivision and to pay any fees or costs due to City by Developer.

b) City agrees to return a portion of the Letter of Credit, in an amount to be determined solely by City, upon substantial completion of any significant portion of the covered Subdivision Improvements, delivery of the required warranty bond to City, and satisfaction of all of Developer’s financial obligations to City. The Letter of Credit may also be used as security for additional elements of the Subdivision Improvements. Prior to releasing any portion of the Letter of Credit, City shall first be satisfied regarding the quality and completeness of the work and that Developer has taken such steps as may be necessary to ensure that no liens will attach to the land within the Subdivision. The remaining balance of the Letter of Credit shall be released in full and returned to Developer following installation of the final wear course of bituminous on the streets and after satisfaction of all Developer’s financial obligations to City under this Agreement.

c) It is the intention of the parties that City at all times have available to it a Letter of Credit in an amount adequate to ensure completion of all elements of the Subdivision Improvements and other obligations of Developer under this Agreement, including fees or costs

due to City by Developer. To that end and notwithstanding anything herein to the contrary, all requests by Developer for a reduction or release of the Letter of Credit shall be evaluated by City in light of that principle.

8. Park Dedication Requirements. Developer shall pay a cash-in-lieu park dedication fee of Ninety-Four Thousand Five Hundred and 00/100 Dollars (\$94,500.00) for the Subdivision.

9. [Intentionally Omitted].

10. Responsibility for Costs; Deposit for Construction Inspection. a) Developer agrees to pay to City an administrative fee in the amount necessary to reimburse City for its reasonable costs and expenses in reviewing the final plat and the drafting and negotiation of this Agreement. Developer agrees to reimburse City in full for such reasonable costs within 45 days after notice in writing by City. Developer agrees to reimburse City for the reasonable cost incurred in the enforcement of any provision of this Agreement, including reasonable engineering and attorneys' fees.

b) Developer shall also pay a fee for City construction observation and administration relating to construction of the Subdivision Improvements. Construction observation shall include inspection of all the Subdivision Improvements. In order to reimburse City for the administrative fee and the reasonable cost of inspection of the Subdivision Improvements, Developer shall deposit an additional \$25,000.00 with City, which shall receive and hold such funds solely under the terms of this Agreement. City shall reimburse itself for expenses from the deposit and will provide Developer with a copy of any invoice from City engineer or evidence of other cost or expense prior to deducting such funds from the deposit. If any funds held exceed the amount necessary to reimburse City for its costs under this paragraph, such funds shall be returned to Developer without interest. If it appears that the actual costs incurred will exceed the estimate, Developer and City shall review the costs required to complete the project and Developer shall deposit additional sums with City.

11. Developer's Default. In the event of default by Developer as to construction or repair of any of the Subdivision Improvements or any other work or undertaking required by this Agreement, City may, at its option, perform the work and Developer shall promptly reimburse City for any expense incurred by City. This Agreement is a license for City to act, and it shall not be necessary for City to seek an order from any court for permission to enter the Subdivision for such purposes. If City does any such work, City may, in addition to its other remedies, levy special assessments against the land within the Subdivision to recover the costs thereof. For this purpose, Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the land so assessed. Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes, section 429.081.

12. Insurance. Developer agrees to take out and maintain or cause to be taken out and maintained until six months after City has accepted the Subdivision Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall not be less than \$500,000 when the claim is one for death by wrongful act or

omission or for any other claim and \$1,500,000 for any number of claims arising out of a single occurrence. City shall be named as an additional insured on the policy. The certificate of insurance shall provide that City must be given the same advance written notice of the cancellation of the insurance as is afforded to Developer.

13. Floodplain Regulations. No structures, including fences and accessory structures, may be constructed within the Subdivision below the regulatory flood protection elevation. Developer must comply with the requirements of City with regard to flood protection.

14. No Building Permits Approved; Certificates of Occupancy. a) The City Approvals do not include approval of a building permit for any structures within the Subdivision. Developer must submit and City must approve building plans prior to an application for a building permit for a structure on any lot within the Subdivision. Developer or the parties applying for the building permits shall be responsible for payment of the customary fees associated with the building permits and other deferred fees as specified in this Agreement.

b) No certificate of occupancy shall be issued for any home constructed in the Subdivision unless prior thereto the lot has been graded, the driveway has been installed, the home is connected to the municipal sanitary sewer system and such connection has been approved by City, and an as-built survey of the lot has been submitted and approved by City. In cases in which seasonal weather conditions make compliance with these conditions impossible, City may accept an escrow of sufficient amount to ensure completion of the work during the following construction season.

15. Clean up and Dust Control. Developer shall daily clean dirt and debris from streets adjoining the Subdivision resulting from construction work by Developer, its contractors, agents or assigns. Developer shall provide dust control to the satisfaction of City's engineer throughout construction within the Subdivision.

16. Letter of Awareness. Developer agrees to provide the Letter of Awareness attached hereto as Exhibit D to all initial buyers of the lots within BridgeVine Subdivision. No building permits will be issued until Developer or home builder provides City with a copy of the Letter of Awareness executed by the initial home buyer(s) for which the building permit is requested. Further, Developer and its successors and assigns agree to save and hold City harmless from any and all claims or actions arising from the right to withhold the issuance of such permits and certificates. If the requested building permit is for a model home or a "spec" home, a signed Letter of Awareness shall be submitted to City executed by the home builder. A Certificate of Occupancy shall not be issued on a spec or model home until an executed Letter of Awareness is provided to City from the initial home buyer.

17. Compliance with Laws. Developer agrees to comply with all laws, ordinances, regulations and directives of the state of Minnesota and City applicable to the Subdivision. This Agreement shall be construed according to the laws of Minnesota. Breach of the terms of this Agreement by Developer shall be grounds for denial of building permits for the Subdivision.

18. Agreement Runs with the Land. This Agreement shall run with the Property and shall be recorded against the title thereto and shall bind and inure to the benefit of City and Developer and their successors and assigns. Developer's successor in title may be responsible for obligations under this Agreement as required by City. Developer warrants there are no unrecorded encumbrances or interests relating to the Property. Developer agrees to indemnify and hold City

harmless for any breach of the foregoing covenants.

19. Indemnification. Developer hereby agrees to indemnify and hold City and its officers, employees, and agents harmless from claims made by it and third parties for damages sustained or costs incurred resulting from approval of the final plat and the other City Approvals. Developer hereby agrees to indemnify and hold City and its officers, employees, and agents harmless for all costs, damages, or expenses which City may pay or incur in consequence of such claims, including attorneys' fees, except matters involving acts of gross negligence by City.

20. Assignment. Developer may not assign this Agreement or its rights or obligations hereunder without the prior written permission of City, which consent shall not be unreasonably withheld, conditioned or denied.

21. Notices. Any notice or correspondence to be given under this Agreement shall be deemed to be given if delivered personally or sent by United States certified or registered mail, postage prepaid, return receipt requested:

- a) as to Developer: BohLand BridgeVine, LLC
849 Mill Street East
Wayzata, MN 55391
- b) as to City: City of Independence
1920 County Road 90
Independence, MN 55359-9448
Attn: City Administrator

with a copy to: Robert Vose
Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402

or at such other address as any party may from time to time notify the others in writing in accordance with this paragraph. Developer shall notify the City if there is any change in its name or address.

22. Severability. In the event any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other provision of this Agreement.

23. Non-waiver. Each right, power or remedy conferred upon City by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to City at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

24. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

[Signature pages to follow]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY:

City Of Independence

By: _____
Marvin Johnson, Mayor

By: _____
Mark Kaltsas,
City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Marvin Johnson and Mark Kaltsas, the Mayor and City Administrator, respectively, of the City of Independence, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

DEVELOPER:

BohLand BridgeVine, LLC

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day
_____, 2023 by Steven R. Bohl, the President of BohLand BridgeVine, LLC, a
Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

This instrument drafted by:

Sanford, Pierson, Thone & Streat, PLC
1905 East Wayzata Boulevard
Suite 220
Wayzata, MN 55391

**EXHIBIT A TO
DEVELOPMENT AGREEMENT**

Legal Description of the Property

The land subject to this Development Agreement is located in Hennepin County, Minnesota and is legally described as follows:

Lots 1 through 18, Block 1, Lots 1 through 10, Block 2, and Outlots A, B and D,
BRIDGEVINE, according to the recorded plat thereof, Hennepin County, Minnesota.

**EXHIBIT B TO
DEVELOPMENT AGREEMENT**

**FORM OF
STORMWATER PONDS MAINTENANCE
AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2023, by and between the City of Independence, a Minnesota municipal corporation (“**City**”), and BohLand BridgeVine, LLC, a Minnesota limited liability company (“**Developer**”).

WITNESSETH:

WHEREAS, Developer owns certain real property located in Hennepin County, Minnesota, legally described on **Exhibit A** attached hereto (the “**Property**”); and

WHEREAS, Developer has granted to City drainage and utility easements over portions of the Property through dedication on the plat of BridgeVine; and

WHEREAS, those portions of the Property subject to the drainage and utility easements are hereinafter collectively referred to as the “**Easement Areas**”; and

WHEREAS, Developer intends to construct within the Easement Areas certain stormwater facilities (the “**Stormwater Improvements**”) for the benefit of the Property; and

WHEREAS, by a separate development agreement (the “**Development Agreement**”), City and Developer have entered into an agreement for the construction and maintenance of the Stormwater Improvements; and

WHEREAS, City requires permanent provisions for handling of storm runoff, including terms and conditions for operation and maintenance of all Stormwater Improvements, and requires such provisions to be set forth in an agreement to be recorded against the Property; and

WHEREAS, City and Developer intend to comply with certain conditions, including entering into a maintenance agreement regarding the Stormwater Improvements;

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Maintenance of the Stormwater Improvements.** Developer or its successors or assigns as the fee owners of the Property, and BridgeVine Association, Inc. (the association of owners of lots in BridgeVine and the “**Association**” hereinafter) shall be responsible for maintaining the Stormwater Improvements and for observing all drainage laws governing the operation and maintenance of the Stormwater Improvements. Developer shall provide City with a schedule acceptable to City for the periodic inspection of the Stormwater Improvements by Developer. Developer shall make all such scheduled inspections, keep record of all inspections

and maintenance activities, and submit such records annually to City. The cost of all inspections and maintenance, including skimming and cleaning of the Stormwater Improvements, shall be the obligation of Developer or its successors and assigns.

2. City's Maintenance Rights. City may maintain the Stormwater Improvements, as provided in this paragraph, if City reasonably believes that Developer (or its successors assigns, including the Association as the case may be) has failed to maintain the Stormwater Improvements in accordance with applicable drainage laws and other requirements and such failure continues for 30 days after City gives Developer written notice of such failure or, if such tasks cannot be completed within 30 days, after such time period as may be reasonably required to complete the required tasks provided that Developer (or its successors or assigns, including the Association as the case may be) is making a good faith effort to complete said task. City's notice shall specifically state which maintenance tasks are to be performed. If Developer (or its successors or assigns, including the Association as the case may be) does not complete the maintenance tasks within the required time period after such notice is given by City, City shall have the right to enter upon the Easement Area to perform such maintenance tasks. In such case, City shall send an invoice of its reasonable maintenance costs to Developer (or its successors or assigns, including the Association as the case may be), which shall include all reasonable staff time, engineering and legal and other reasonable costs and expenses incurred by City. If Developer (or its successors or assigns, including the Association as the case may be) fails to reimburse City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, City shall have the right to assess the full cost thereof against the Property. Developer, on behalf of itself and its successor and assigns, acknowledges that the maintenance work performed by City regarding the Stormwater Improvements benefits the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes, Chapter 429. Notwithstanding the foregoing, in the event of an emergency, as determined by the City engineer, the 30-day notice requirement to Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by Developer, on behalf of itself and its successor and assigns, and Developer (or its successors or assigns, including the Association as the case may be) shall reimburse City and be subject to assessment for any expense so incurred by City in the same manner as if written notice as described above has been given.

3. Hold Harmless. Developer (or its successors or assigns, including the Association as the case may be) hereby agrees to defend, indemnify and hold harmless City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from Developer's, or Developer's agents' or employees' negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by City, its agents or employees or failure by City, its agents or employees to take any other prudent precautions. In the event City, upon the failure of Developer (or its successors or assigns, including the Association as the case may be) to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, Developer (or its successors or assigns, including the Association as the case may be) shall indemnify and hold harmless City, its employees, agents and representatives for its own negligent acts in the performance of Developer's (or its successors' or assigns', including the Association's as the case may be) required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts of City, its employees, agents and representatives.

4. Costs of Enforcement. Developer (or its successors or assigns, including the Association as the case may be) agrees to reimburse City for all costs prudently incurred by City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

5. Rights Not Exclusive. No right of City under this Agreement shall be deemed to be exclusive and City shall retain all rights and powers it may have under Minnesota Statutes, sections 444.16 to 444.21 to acquire, construct, reconstruct, extend, maintain and otherwise improve the Stormwater Improvements, provided, however, that City shall not exercise such rights unless Developer or its successors or assigns does not timely cure a failure to maintain the Stormwater Improvements after receipt of written notice as provided in paragraph 2 above.

6. Notice. All notices required under this Agreement shall either be personally delivered or be sent by United States certified or registered mail, postage prepaid, and addressed as follows:

- | | | |
|----|------------------|--|
| a) | as to Developer: | BohLand BridgeVine, LLC
849 Mill Street East
Wayzata, MN 55391 |
| b) | as to City: | City of Independence
1920 County Road 90
Independence, MN 55359-9448
Attn: City Administrator |
| | with a copy to: | Robert Vose
Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402 |

or at such other address as any party may from time to time notify the others in writing in accordance with this paragraph.

7. Successors. All duties and obligations of Developer under this Agreement shall also be duties and obligations of Developer's successors and assigns, including the Association. The terms and conditions of this Agreement shall run with the Property.

8. Effective Date. This Agreement shall be binding and effective as of the date first written above.

9. Governing Law. This Agreement shall be construed under the laws of Minnesota.

DEVELOPER:

BohLand BridgeVine, LLC

By: _____
Steven R. Bohl, President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Steven R. Bohl, the President of BohLand BridgeVine, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

City Of Independence

By: _____
Mark Kaltsas,
City Administrator

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Marvin Johnson and Mark Kaltsas, the Mayor and the City Administrator, respectively, of the city of Independence, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

Sanford, Pierson, Thone & Streat, PLC
1905 East Wayzata Boulevard
Suite 220
Wayzata, MN 55391

**EXHIBIT A TO
STORMWATER MAINTENANCE AGREEMENT**

The land subject to this Stormwater Maintenance Agreement is located in Hennepin County, Minnesota and is legally described as follows:

Lots 1 through 18, Block 1, Lots 1 through 10, Block 2, and Outlots A, B and D,
BRIDGEVINE, according to the recorded plat thereof, Hennepin County, Minnesota.

**EXHIBIT C TO
DEVELOPMENT AGREEMENT**

Subdivision Improvement Cost Estimate

**EXHIBIT D TO
DEVELOPMENT AGREEMENT**

Letter of Awareness to Owners in BridgeVine Subdivision

**INFORMATION REGARDING THE BRIDGEVINE SUBDIVISION, AND
THE SURROUNDING AREA [Page 1 of 2]**

Listed below are several items that the City of Independence would like you to be aware of as a purchaser of property within the BridgeVine Subdivision. This notice is required to be signed by all initial property buyers. A copy of this letter, signed by the initial buyer, shall be submitted to the City with the building permit application. No building permits for initial home construction shall be issued without a signed copy of this letter. Should the permit be for a “model home” or a “spec” home, a signed letter by the initial buyers shall be submitted to the City prior to the issuance of a Certificate of Occupancy.

1. There are wetlands located throughout the development and designated on the approved subdivision plan attached to this letter. The wetlands have a prescribed wetland buffer. A wetland buffer is an un-mowed and naturally vegetated area adjacent to a wetland that protects the wetland. No encroachment, grading, filling mowing or other similar disturbance can occur within the wetland buffer. In addition, there is a 10’ building setback from the outside edge of the prescribed wetland buffer.
2. There are a series of storm water basins located throughout the development. These basins are located within drainage and utility easements and are protected. There are also rain gardens located in the development. The maintenance of the basins and the rain gardens is the responsibility of the homeowners in the development or homeowners’ association if applicable.
3. There is a trail easement over portions of Lots 5 and 8, Block 1, and Outlot D, BridgeVine, as more particularly described in a recorded *Declaration Of Trail Easement And Maintenance Agreement*. The trail shall be paved, shall be maintained by BridgeVine Association, Inc. (the association of BridgeVine homeowners), will be marked by signage permitted by the City Code of the City of Independence, and will terminate at the shore of Lake Independence, where the Association will maintain a dock and one pontoon boat or substantially similar watercraft for use only by BridgeVine homeowners and their temporary, invited guests.
4. There is a natural ravine over portions of BridgeVine as more fully described in a recorded *Declaration Of Conservation Easement And Restrictive Covenant For Ravine*. The intent of that Declaration is to preserve the ravine in a substantially natural state. There may also be up to two (2) pedestrian bridges constructed over the ravine, one (1) on Lot 8, Block 1, BridgeVine, and one (1) on Lot 9, Block 1, BridgeVine. The homeowner’s association will be responsible for maintenance and replacement of these bridges if they are built.
5. There are substantial restrictions on where homes can be built on lots with lakeshore on Lake Independence. This includes building and accessory structure setbacks,

maximum impervious surface coverage, vegetation removal, etc.

6. There are substantial restrictions on construction of accessory structures such as sheds and garages.
7. There are several Outlots located throughout the property. There shall be no private encroachments or improvements made onto any of the platted Outlots.
8. Please contact the City of Independence for information regarding the required building permits for decks and other accessory structures.

Signature of Prospective Buyer

Signature of Prospective Buyer

Printed Name

Printed Name

Address

Address

Site Plan

R.T. DOC. NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: That BohLand BridgeVine, LLC, a Minnesota limited liability company, owner of the following described property:

The West 525 feet of the East 657 feet of Government Lot 1 except the South 246 feet of the East 444 feet thereof; That part of Government Lot 1 lying West of the East 657 feet thereof and South of "Fred W. Anderson's Addition", all in Section 24, Township 118, Range 24, free and clear of all dedications of streets, roads, alleys and public use of property contained in the plat of Perkinsville, Hennepin County, Minnesota.

AND

Lots 13 to 25 inclusive, "Fred W. Anderson's Addition".

AND

Lot 4, "Fred W. Anderson's Addition", except the East 2.00 feet, as measured at right angles to the East line thereof, free and clear of all dedications of streets, roads, alleys and public use of property contained in the plat of Perkinsville Hennepin County, Minnesota.

That part of vacated Maple Street, dedicated in the plat of "Fred W. Anderson's Addition" lying southerly of the centerline of said Maple Street, and between the northerly extension across it of the westerly line of Lot 16, said plat, and the southerly extension across it of the centerline of Lake Street, said plat; That part of vacated Maple Street, dedicated in the plat of "Fred W. Anderson's Addition" lying southerly of the centerline of said Maple Street, and between the southerly extension across it of the centerline of Lake Street, as dedicated in said plat, and the northerly extension across it of the easterly line of Lot 25, said plat; That part of vacated Maple Street, dedicated in the plat of "Fred W. Anderson's Addition" lying northerly of the centerline of said Maple Street, and between the southerly extensions across it of the centerline of Lake Street, as dedicated in said plat, and westerly line of the East 2.00 feet of Lot 4, as measured of right angles to the East line thereof, said plat; That part of vacated Lake Street, dedicated in the plat of "Fred W. Anderson's Addition" lying easterly of the centerline of said Lake Street, as dedicated in said plat.

(Torrens)

AND

Lot Twenty-six (26) in "Fred W. Anderson's Addition" and that part of vacated Maple Street as dedicated in said plat of "Fred W. Anderson's Addition" lying southerly of the centerline of said Maple Street and between the northerly extension of the easterly and westerly lines of said Lot 26.

(Abstract)

Has caused the same to be surveyed and platted as BRIDGEVINE and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said BohLand BridgeVine, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20__.

Signed: BohLand BridgeVine, LLC

Steve Bohl, President

STATE OF MINNESOTA, COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20__, by Steve Bohl, President of BohLand BridgeVine, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, _____, Minnesota (Signature)

(Notary Printed Name)

My Commission Expires: _____

SURVEYORS CERTIFICATE

I, Daniel L. Schmidt do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____

Daniel L. Schmidt, Licensed Land Surveyor
Minnesota License No. 26147

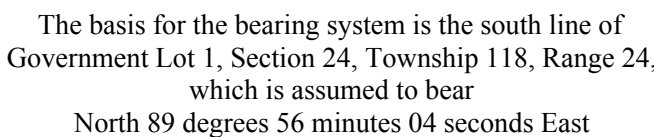
STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me this _____ day of _____, 20____, by Daniel L. Schmidt.

Notary Public, Hennepin County, Minnesota (Signature)

(Notary Printed Name)

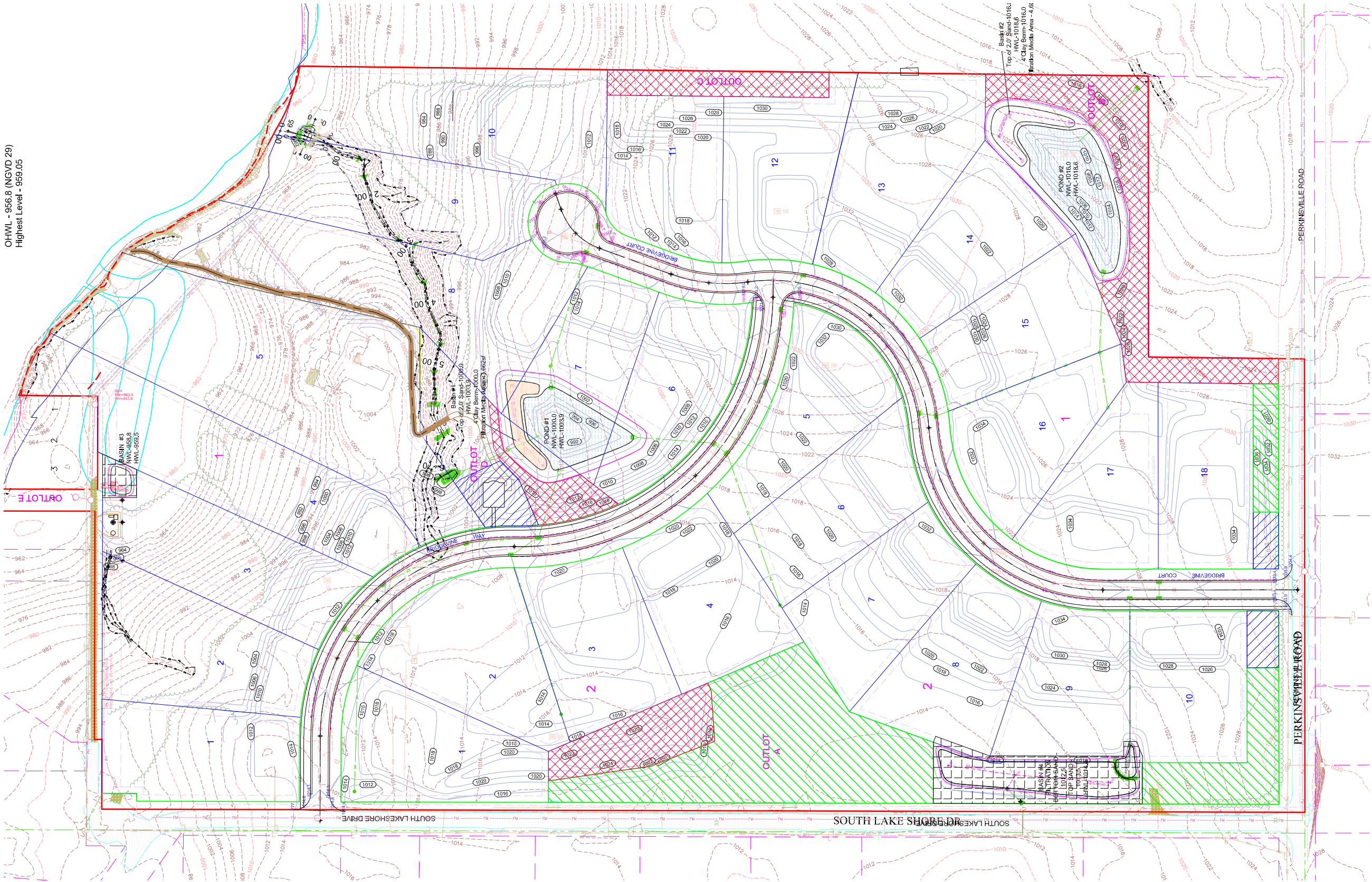
My Commission Expires:_____



C.R. DOC. NO.

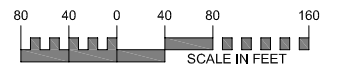


OHWL - 956.8 (NGVD 29)
Highest Level - 959.05



- PRAIRIE GRASS AREA
- MOWED AREA
- LANDSCAPE PLAN - SEE PLAN BY BUTTERFIELD
- RAIN GARDEN

NOTE:
RAVINE RESTORATION SHALL BE
COMPLETED ACCORDING TO PLAN
APPROVED BY PIONEER CREEK
WATERSHED.



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DRAWING NAME	NO.	BY	DATE	REVISION
BRIDGEVINE	1	CAW	10/4/2022	ADD RAIN GARDENS
DRAWN	2	CAW	10/12/2022	UPDATE UTILITIES
CAW	3	CAW	11/7/2022	RAVINE STABILIZATION
CHECKED	4	CAW	11/23/2022	REVISE LOT 8 GRADING TO SAVE TREES
RSM	5	CAW	2/13/2023	RAVINE IMPACT QUANTITIES
DATE	6	CAW	2/17/2023	RAVINE DETAIL UPDATE
09/16/22				

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I HEREBY CERTIFY THAT THIS PLAN OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

CHARLES A. WIEMERSLAGE, P.E.
Date: 09/16/2022 Lic. No. 49180

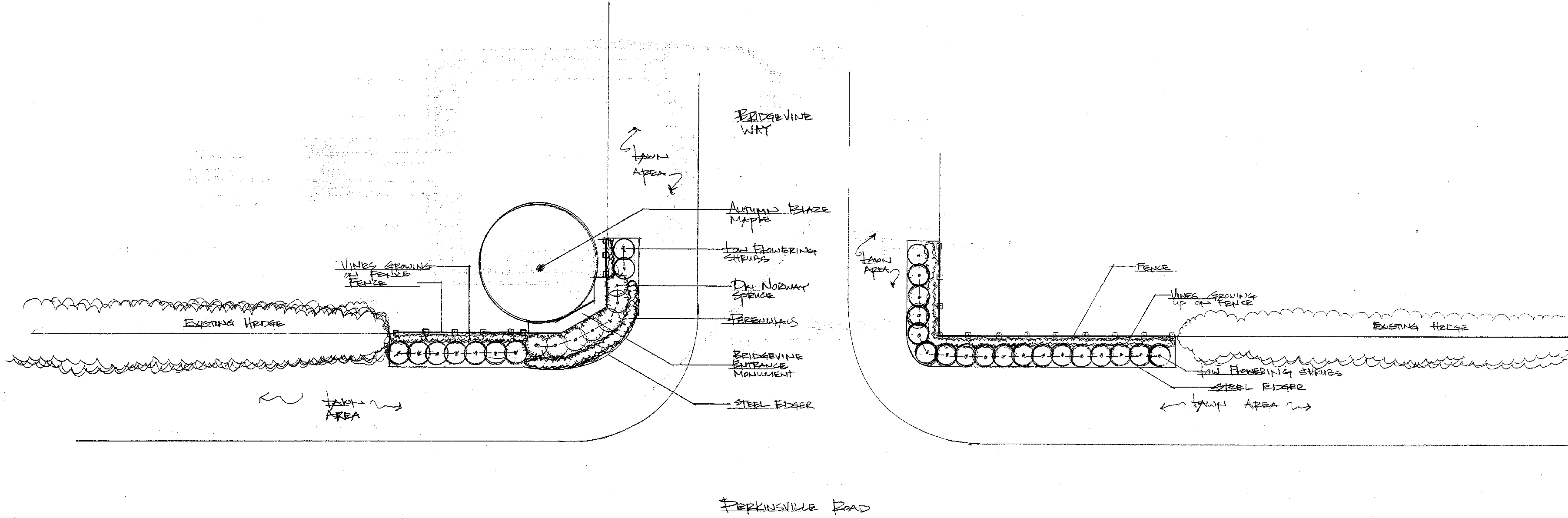


SATHRE-BERGQUIST, INC.
14000 25TH AVENUE NORTH, SUITE 120
PLYMOUTH, MN 55447 (952) 476-6000

CITY PROJECT NO.
--
**INDEPENDENCE,
MINNESOTA**

FINAL LANDSCAPE PLAN
BRIDGEVINE
BOHLAND DEVELOPMENT

FILE NO.
3568-034
LP1
LP3



B. BUTTERFIELD
LANDSCAPE CO.

Design & Construction

3925 Watertown Road
Orono, MN. 55359

(952)-473-3712
(612)-221-8379

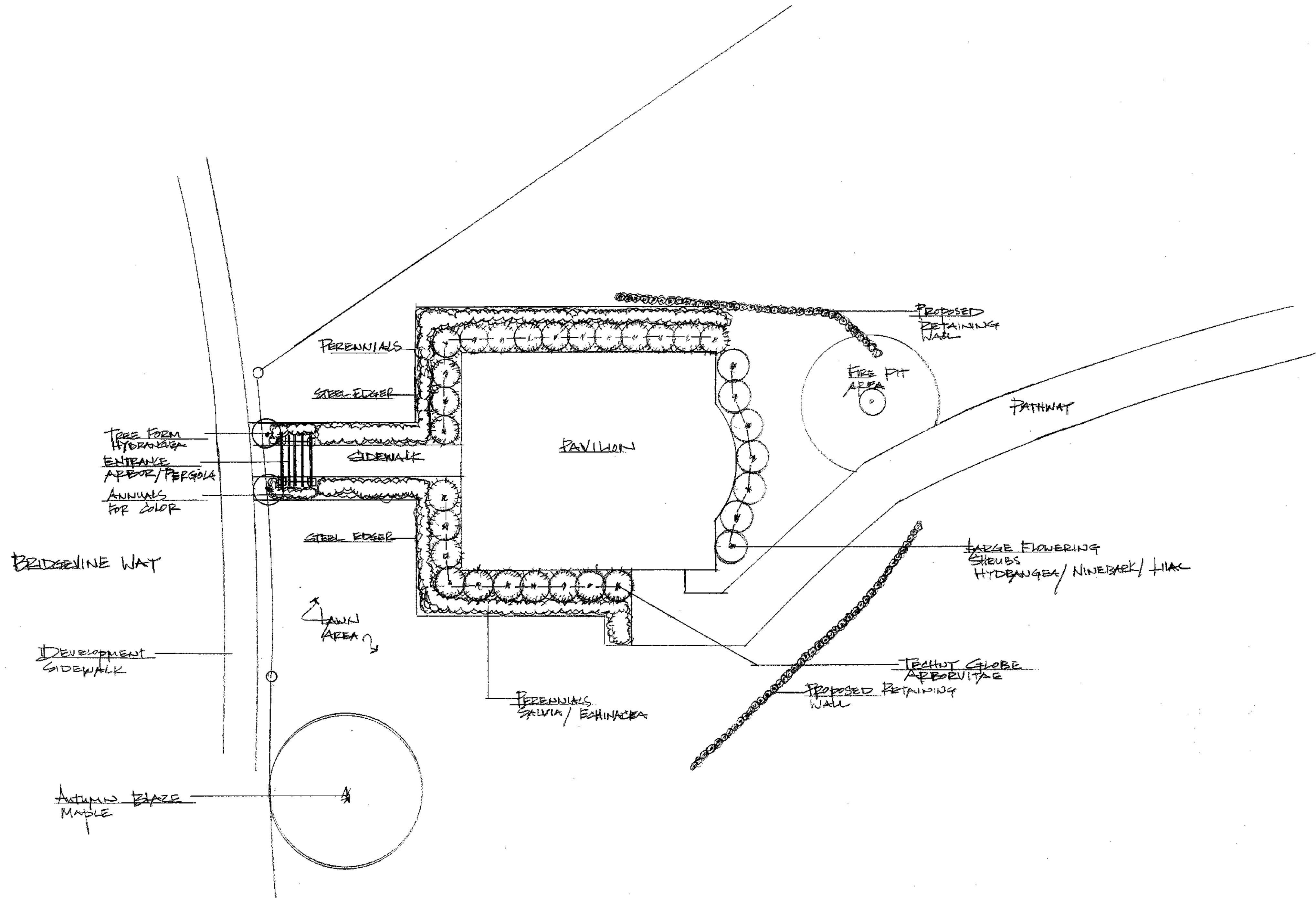
**RAILROAD DEVELOPMENT
BRIDGEVINE
BRIDGEVINE ENTRANCE DETAIL
INDEPENDENCE, MN.**

Issue Date
Presentation

Scale: 1/4" = 1'-0"
Date: 12-15-2023

Drawn By: **BB**
Reviewed:

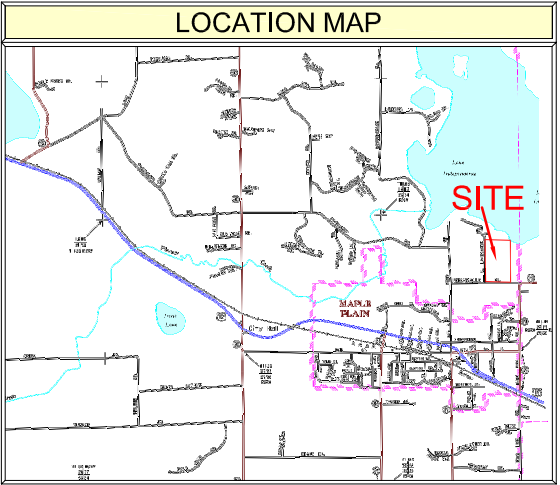
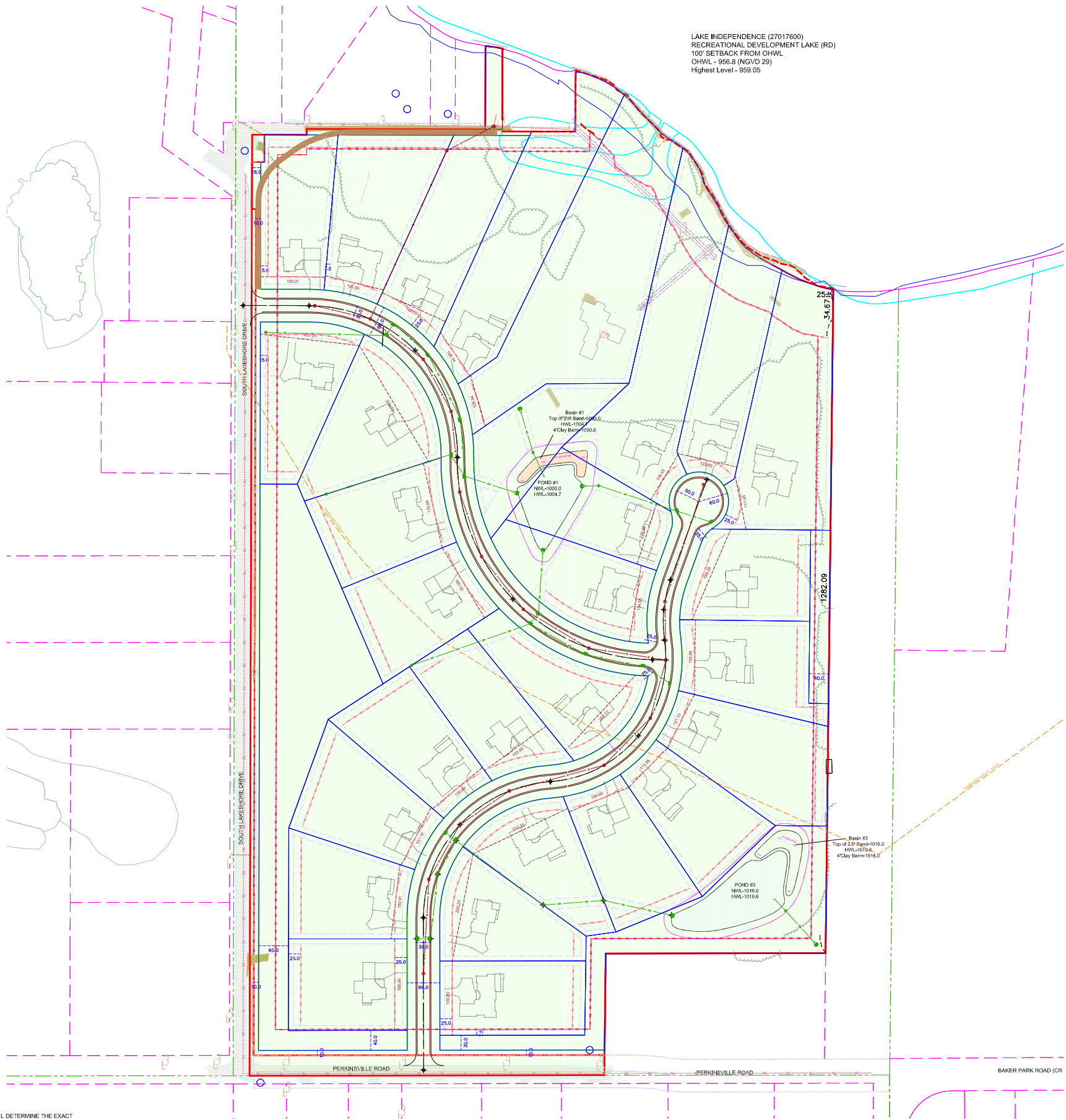
Drawing Number



B. BUTTERFIELD
 LANDSCAPE CO.
 Design & Construction
 3925 Watertown Road
 Orono, MN. 55359
 (952)-473-3712
 (612)-221-8379

BULLARD HOMES INC
BRIDGEVINE DEVELOPMENT
PAVILION DETAIL
INDEPENDENCE, MN
 Issue Date
 Presentation
 Contract
 Start Date

Scale: 1/4" = 1'-0"
 Drawn By: **EB**
 Date: 04-23-2023
 Approved By:
 Retained:
 Drawing Number



SHEET INDEX TABLE	
SHEET	Description
1	Title Sheet
2-4	Preliminary Street Plan
5-8	Preliminary Sanitary Sewer Plan
9-12	Preliminary Storm Sewer Plan
13-15	Preliminary Grading Plan
16-17	Preliminary Erosion Control Plan

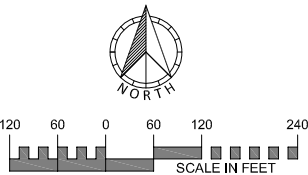
Notes:
Zoning:

Lots: 29 Single Family Lots
Front Yard Setback: 25'
Side Yard Setback: 7.5'/7.5'
Side Yard Setback Corner Lot: 25'
Rear Yard Setback: 25'

Street: 66' ROW
30' B-B - Surmountable Curb

*NOTE - HOUSES SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY

PREPARED BY	PREPARED FOR
ENGINEER SATHRE-BERGQUIST, INC. 150 SOUTH BROADWAY WAYZATA, MINNESOTA 55391 PHONE: (952) 476-6000 FAX: (952) 476-0104 CONTACT : ROBERT S. MOLSTAD, P.E. EMAIL: MOLSTAD@SATHRE.COM	DEVELOPER BOHLAND DEVELOPMENT 815 WAYZATA BLVD EAST WAYZATA, MN 55391 CONTACT: STEVE BOHL PHONE: (952) 473-2089 EMAIL: STEVE@BOHLANDDEVELOPMENT.COM



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DRAWING NAME	NO.	BY	DATE	REVISIONS
TITLE				
DRAWN BY				
CAW				
CHECKED BY				
RSM				
DATE				
12/29/21				

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ROBERT S. MOLSTAD, P.E.
Date: _____ Lic. No. _____

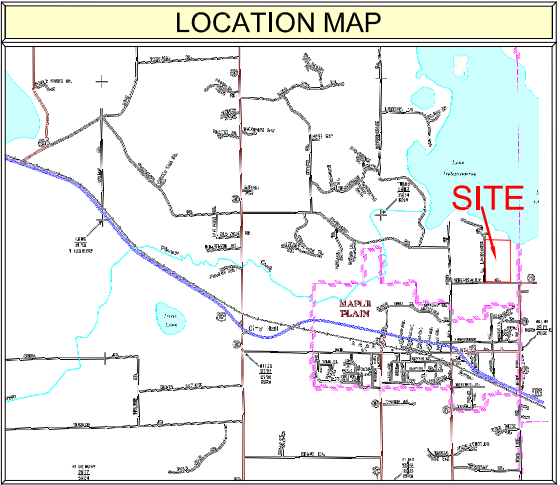
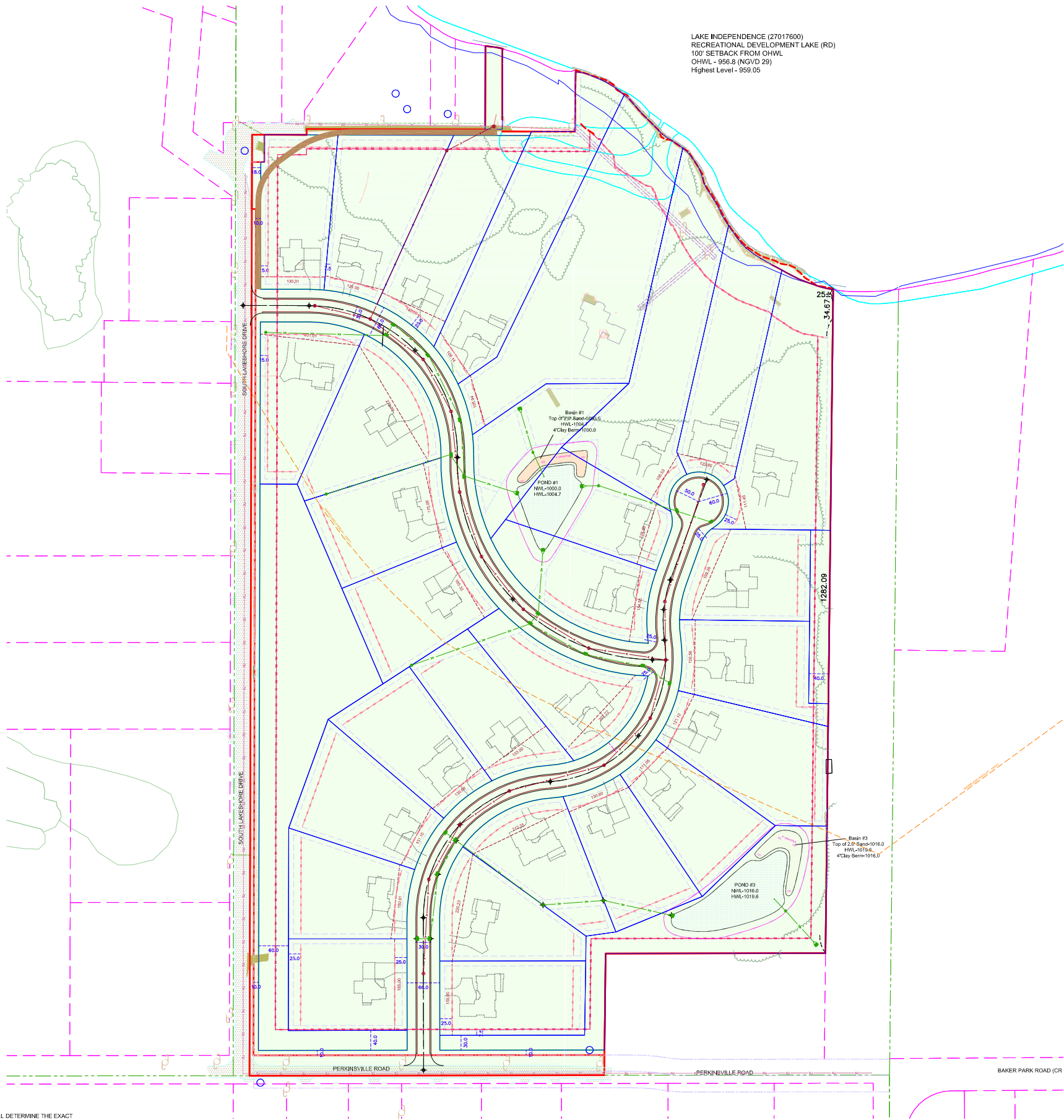


SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.
--
INDEPENDENCE,
MINNESOTA

TITLE SHEET
BRIDGEVINE
BOHLAND DEVELOPMENT

FILE NO.
3568-034
1
17



SHEET INDEX TABLE	
SHEET	Description
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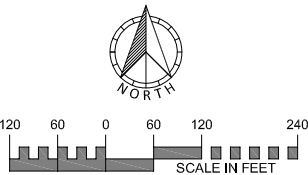
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30' B-B - Surmountable Curb

*NOTE - HOUSES SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY

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DRAWN BY				
CAW				
CHECKED BY				
RSM				
DATE				
12/29/21				

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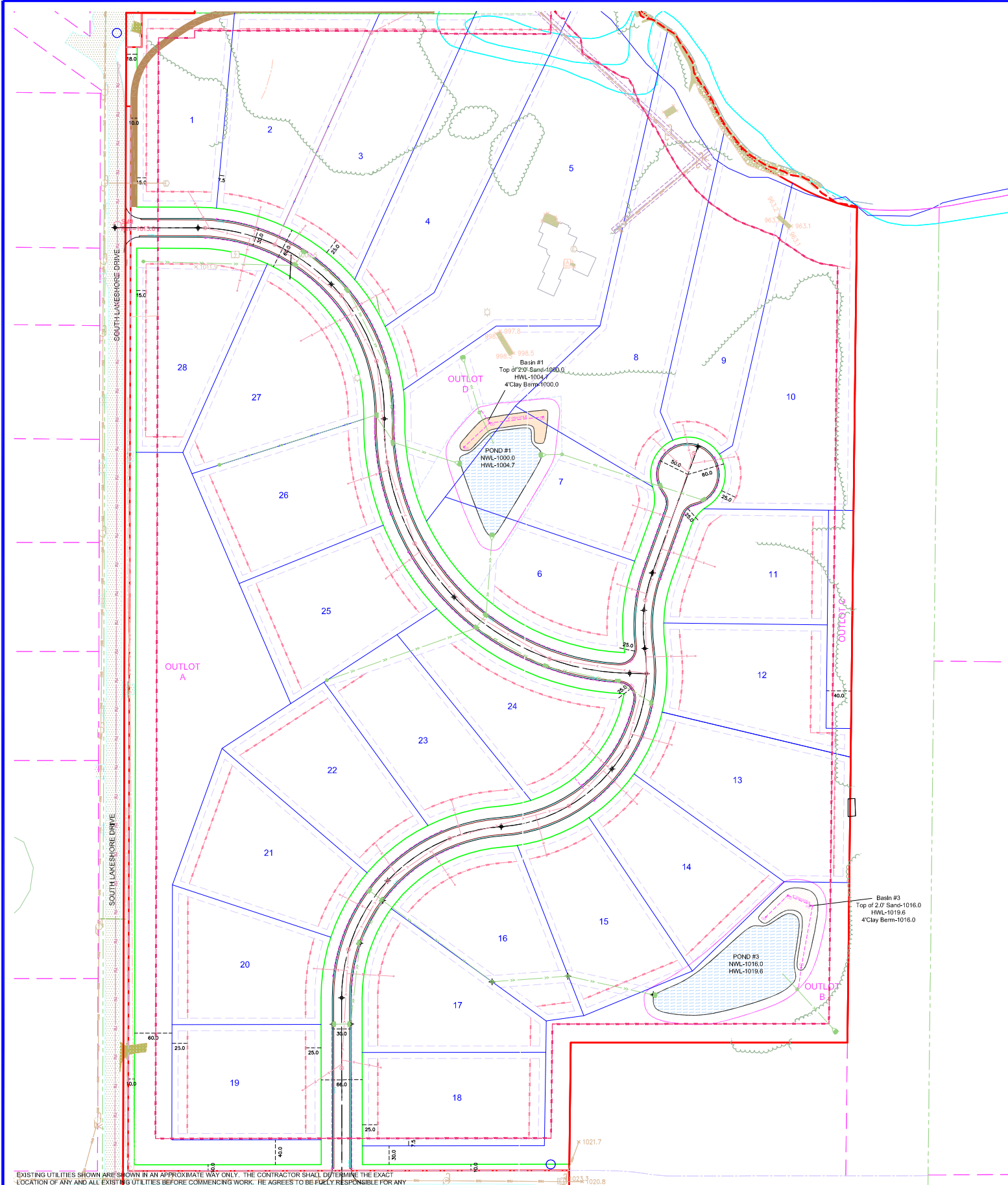


SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.
--
INDEPENDENCE,
MINNESOTA

TITLE SHEET
BRIDGEVINE
BOHLAND DEVELOPMENT

FILE NO.
3568-034
1
17



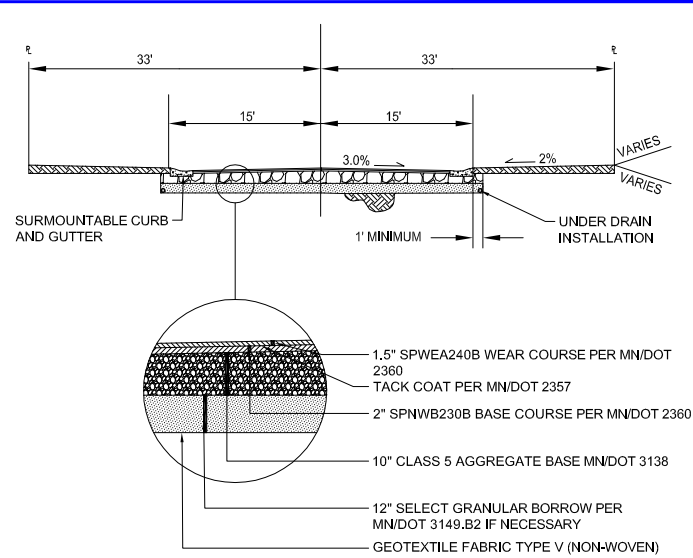
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CAW				
CHECKED BY				
RSM				
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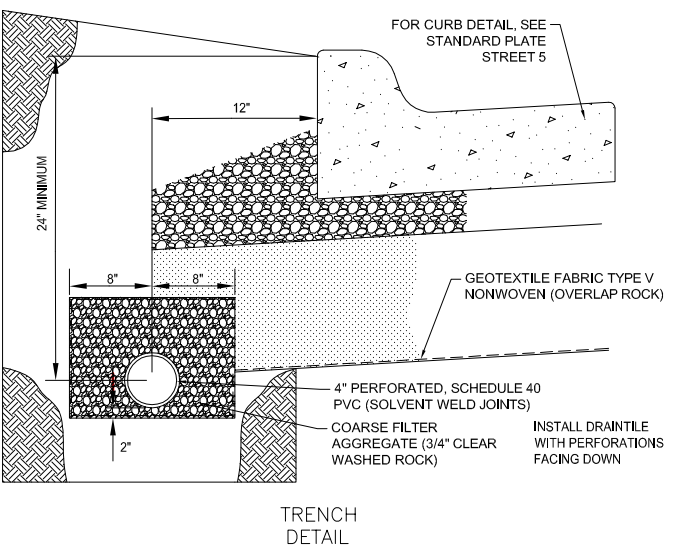
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ROBERT S. MOLSTAD, P.E.
Date: _____ Lic. No. _____



- NOTES:
- PAVING SECTION DESIGN SHALL BE VERIFIED BY AN INDEPENDENT SOILS ENGINEER BASED ON ACTUAL SITE SOIL CONDITIONS
 - TYPICAL SECTION SHOWN IS THE MINIMUM RESIDENTIAL STREET REQUIREMENT. SEE SPECIFICATIONS FOR PROJECT SPECIFIC DETAILS.
 - DRAIN TILE SHALL BE INSTALLED BEHIND CURB. DRAIN TILE TO BE INSTALLED AS REQUIRED TO ADEQUATELY DRAIN ALL SELECT GRANULAR FILL AREAS.
 - STREET SHALL BE DESIGNED FOR A 30 MPH DESIGN SPEED WITH MINIMUM 0.50% AND MAXIMUM 6.00% GRADE.
 - THE CITY RESERVES THE RIGHT TO INCREASE THE STREET SECTION BASED ON SOIL CONDITIONS.
 - TACK COAT PER MN/DOT 2357 TO BE USED ON CURB PRIOR TO PLACEMENT OF BITUMINOUS

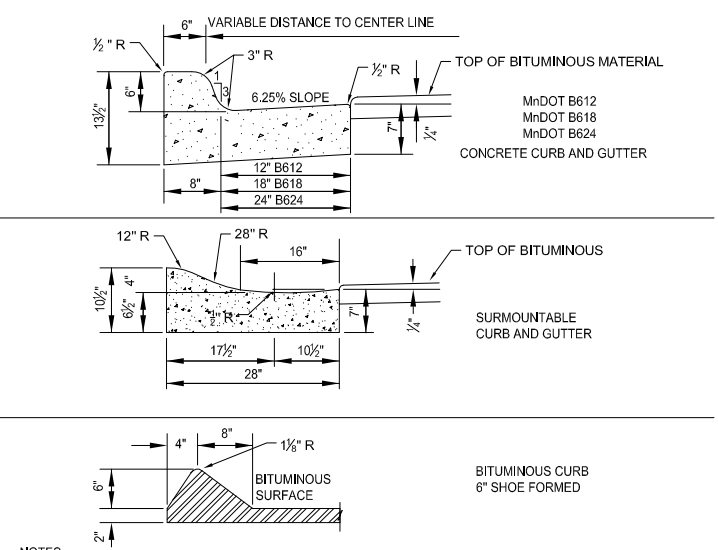


- NOTES:
- PLACE SUB-DRAIN BEHIND ALL CURB & GUTTER 250 LF IN EACH DIRECTION FROM CATCH BASINS LOCATED AT LOCALIZED LOW POINTS AND 150 LF UPSTREAM FROM CATCH BASINS LOCATED IN THE MID SLOPE.
 - CONNECT SUB-DRAIN TO NEAREST CATCH BASIN. CONNECTION TO BE CORE-DRILLED. DOGHOUSES MUST BE GROUTED BOTH INSIDE AND OUTSIDE OF STRUCTURE.
 - SLOPE SUB-DRAIN TO CATCH BASIN.
 - SUBDRAIN MAY BE DAYLIGHTED TO DITCH AS APPROVED BY CITY ENGINEER.
 - CLEANOUTS ARE REQUIRED AT A MAXIMUM OF 200 FOOT INTERVALS, AT BENDS, AND AT THE END OF THE RUN.

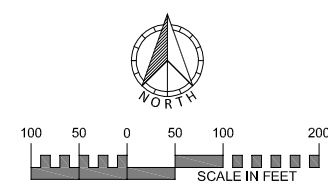
LEGEND		
DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SANWV SERVICE		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRIP-RAP		
STORM STRUCTURE LABEL	CB H3	CB H3
SANITARY STRUCTURE LABEL		
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		

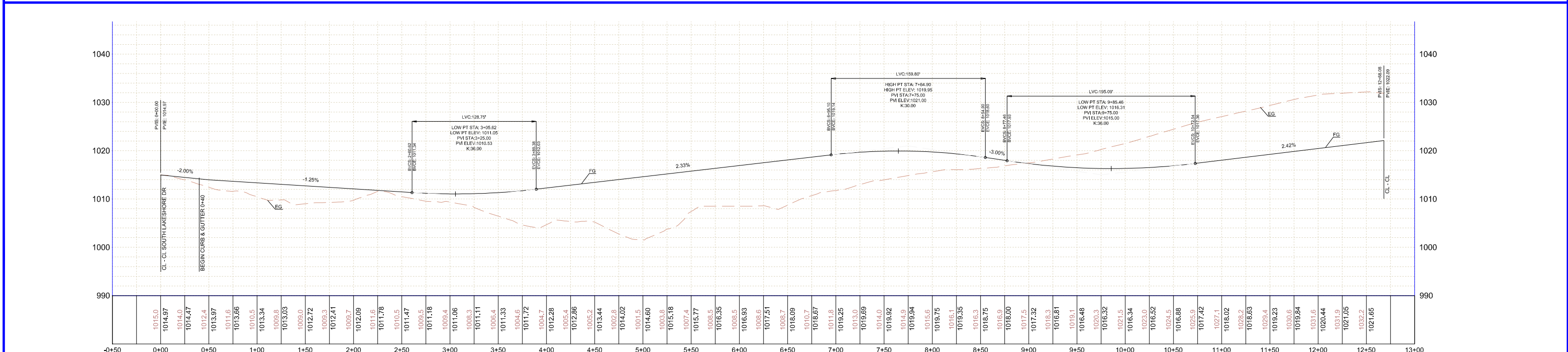
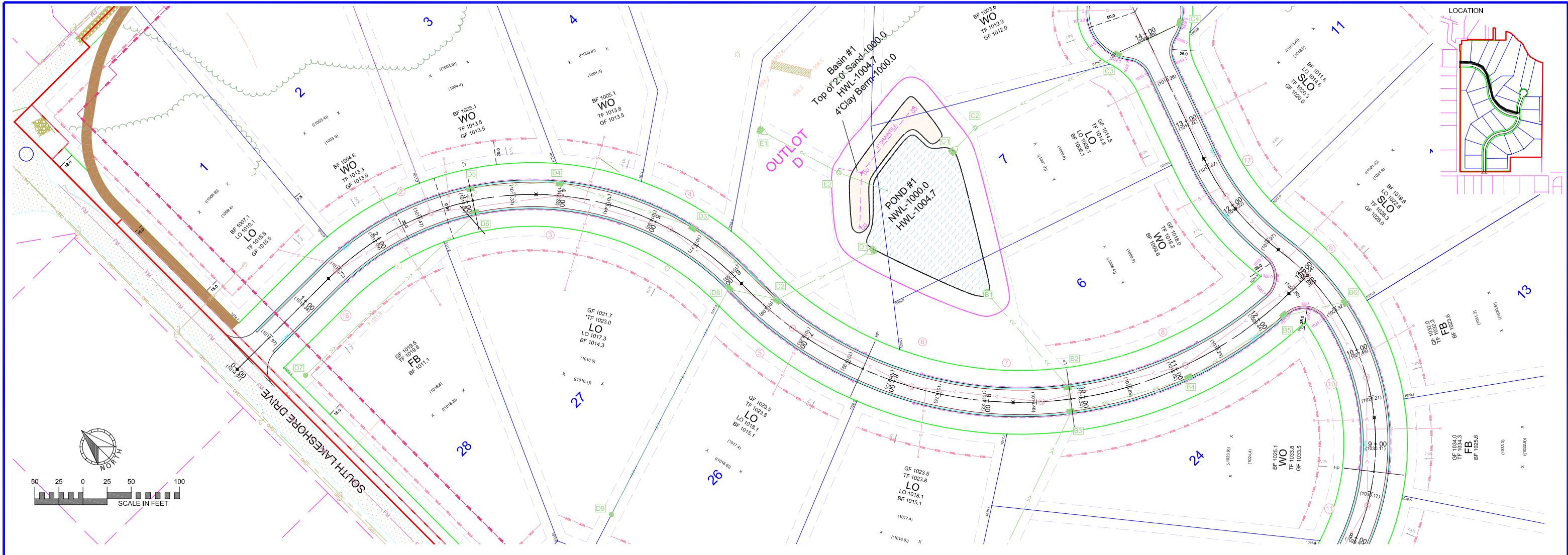
- STREET NOTES:
- ALL PUBLIC STREETS ARE 26' BB UNLESS OTHERWISE NOTED. CURB DIMENSIONS ARE BACK TO BACK.
 - SEE CITY DETAILS FOR STREET DESIGN STANDARDS.
 - STREET RADII AS FOLLOWS:
INTERNAL INTERSECTIONS = 25' RADIUS
 - ALL STORM SEWER STRUCTURES SHALL BE EXPOSED DURING STRING LINE OF CURB TO ENSURE PROPER FIT WITH CONCRETE RINGS.
 - ALL PUBLIC STREETS SHALL BE NO PARKING ON ONE SIDE.

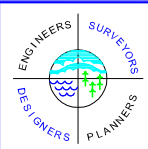
- LEGEND:
- SURM DENOTES PROPOSED SURMOUNTABLE CURB
 - B618 DENOTES PROPOSED B618 CURB
 - X.X% DENOTES PROPOSED DRIVEWAY GRADE
 - DRAIN TILE
 - CLEANOUT

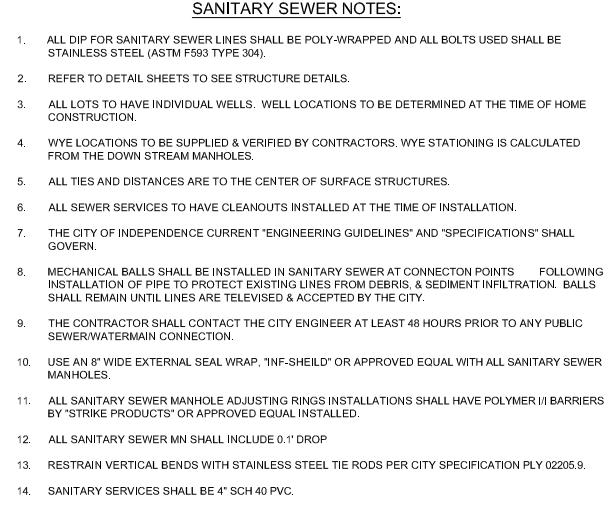
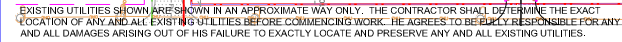


- NOTES:
- ONCE CURB AND GUTTER ARE INSTALLED, ENSURE EROSION CONTROL MEASURES ARE PROPERLY ESTABLISHED.
 - USE SUITABLE MATERIAL TO BACKFILL AREA BEHIND CURB.



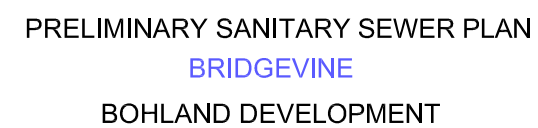


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STREET									
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DATE									
12/29/21									
					ROBERT S. MOLSTAD, P.E. Date: _____ Lic. No. _____				
					 SATHRE-BERGQUIST, INC. 150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000				
					CITY PROJECT NO. -- INDEPENDENCE, MINNESOTA				
					PRELIMINARY STREET PLAN BRIDGEVINE BOHLAND DEVELOPMENT				
					FILE NO. 3568-034 4 17				



GENERAL NOTES:

S&W	INDICATES SANITARY SERVICE
X+XX	INDICATES SANITARY SERVICE STATION (FROM DOWNSTREAM MANHOLE)
XXX-X	INDICATES SERVICE ELEVATION
X' R	INDICATES RISER HEIGHT (IF NEEDED)

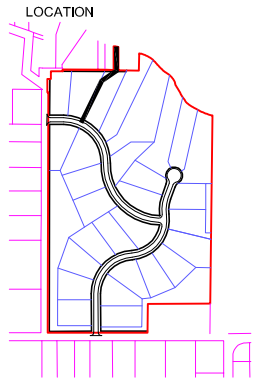
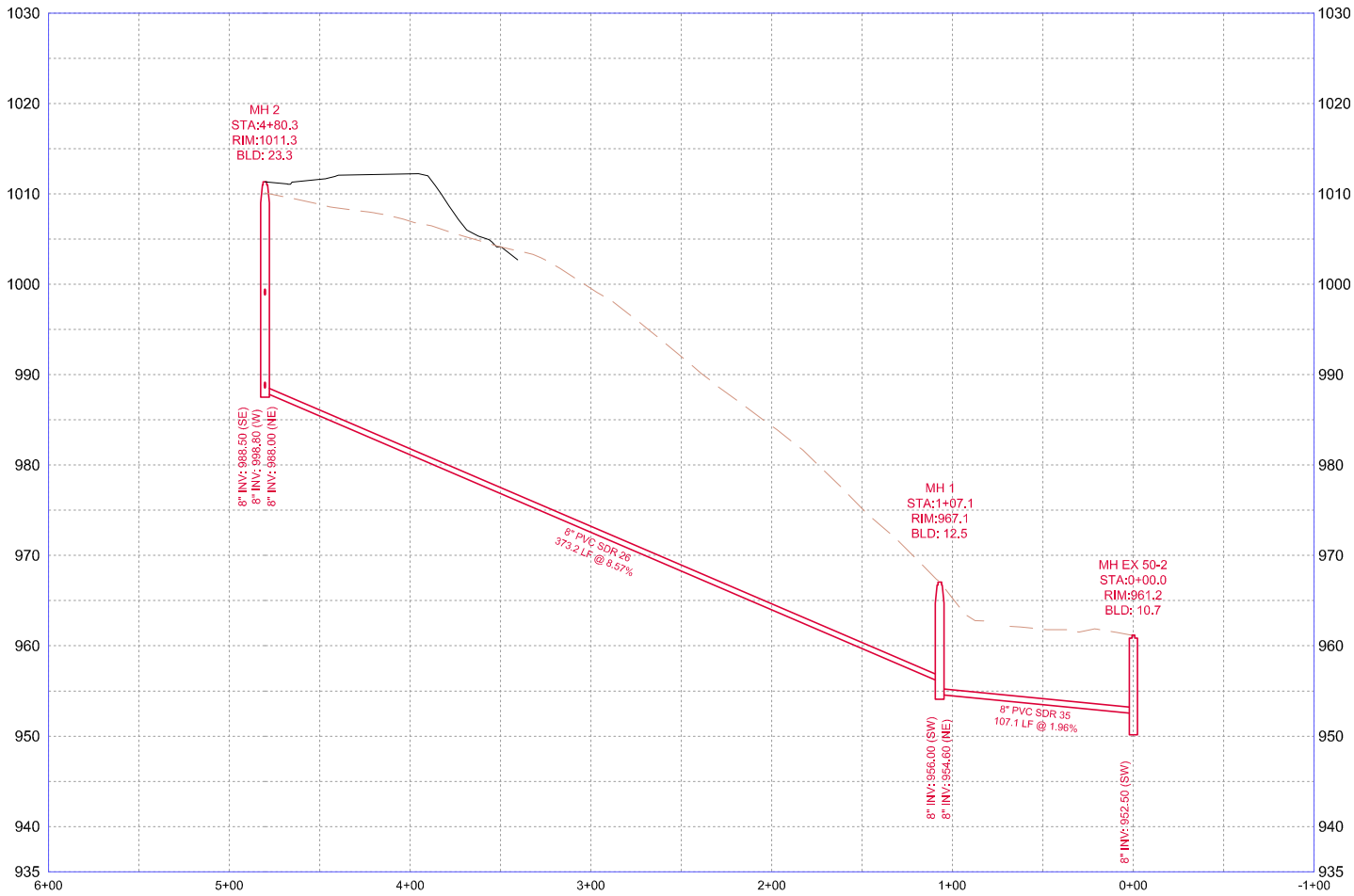
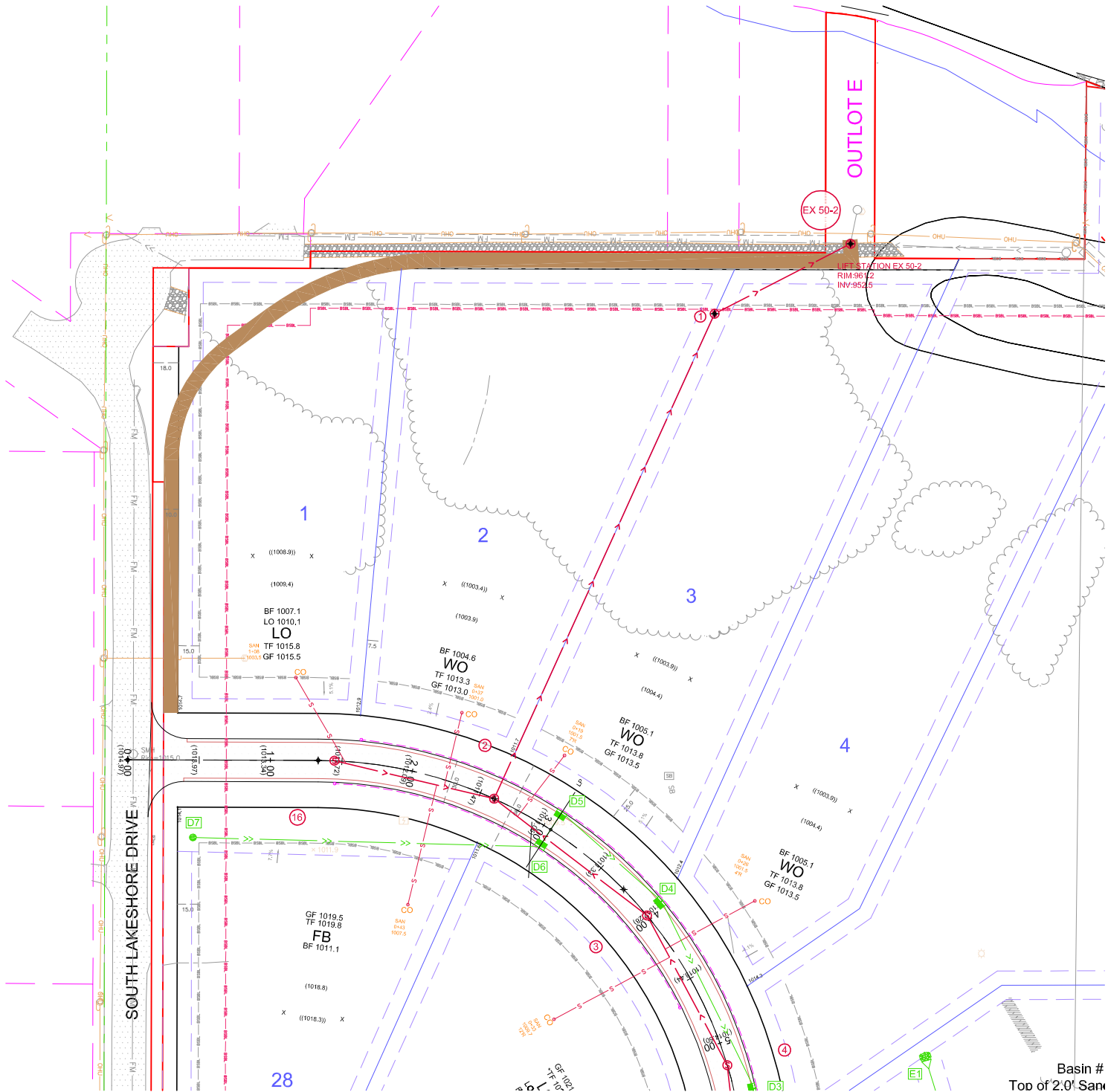


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OF THE STATE OF MINNESOTA.

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	CITY PROJECT NO.
	--
5	INDEPENDENCE, MINNESOTA



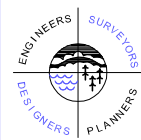
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ROBERT S. MOLSTAD, P.E.
Date: _____ Lic. No. _____

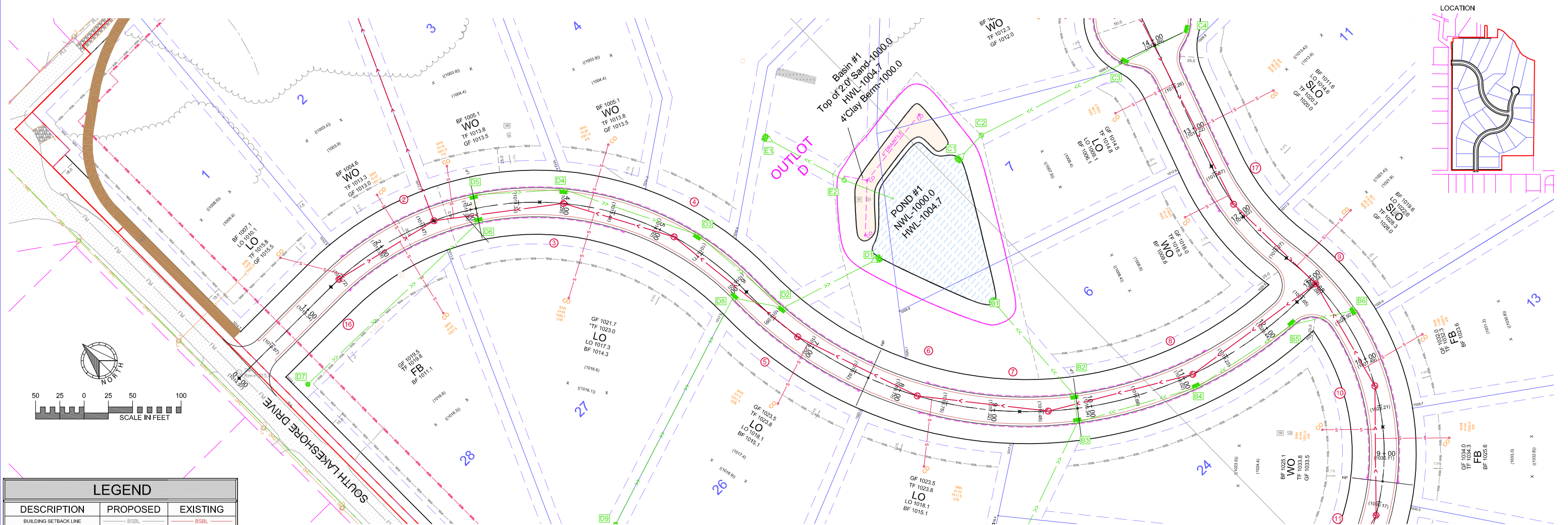


SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

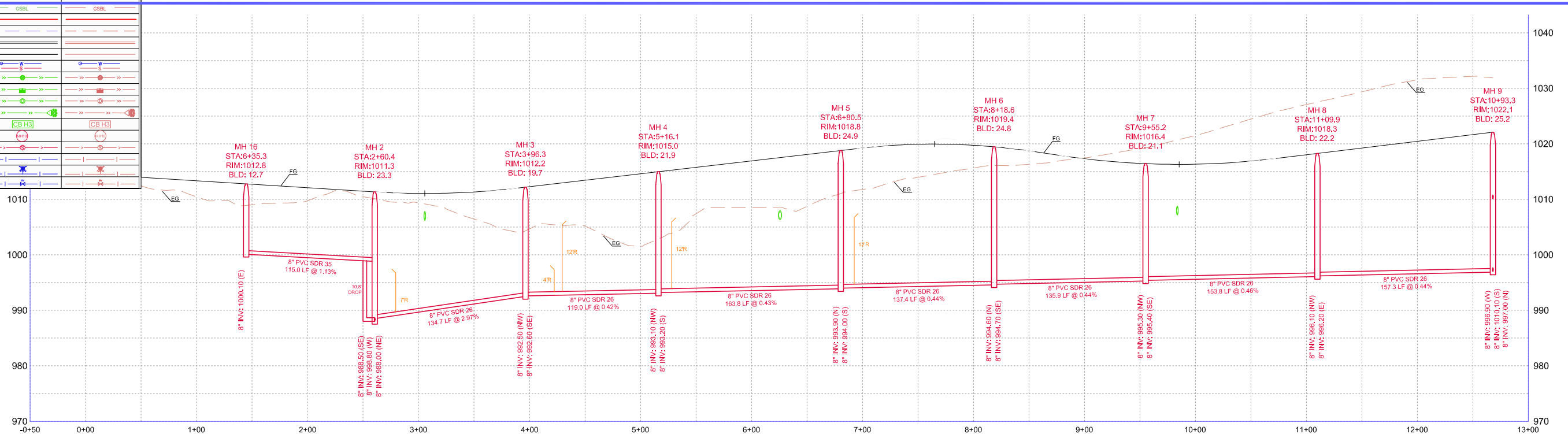
CITY PROJECT NO.
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INDEPENDENCE,
MINNESOTA

PRELIMINARY SANITARY SEWER PLAN
BRIDGEVINE
BOHLAND DEVELOPMENT

FILE NO.
3568-034
6
17



LEGEND		
DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE		
GARAGE SETBACK LINE		
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SANITW SERVICE		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRIR/RAP		
STORM STRUCTURE LABEL		
SANITARY STRUCTURE LABEL		
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		



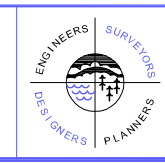
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UTILITY				
DRAWN BY				
CAW				
CHECKED BY				
RSM				
DATE				
12/29/21				

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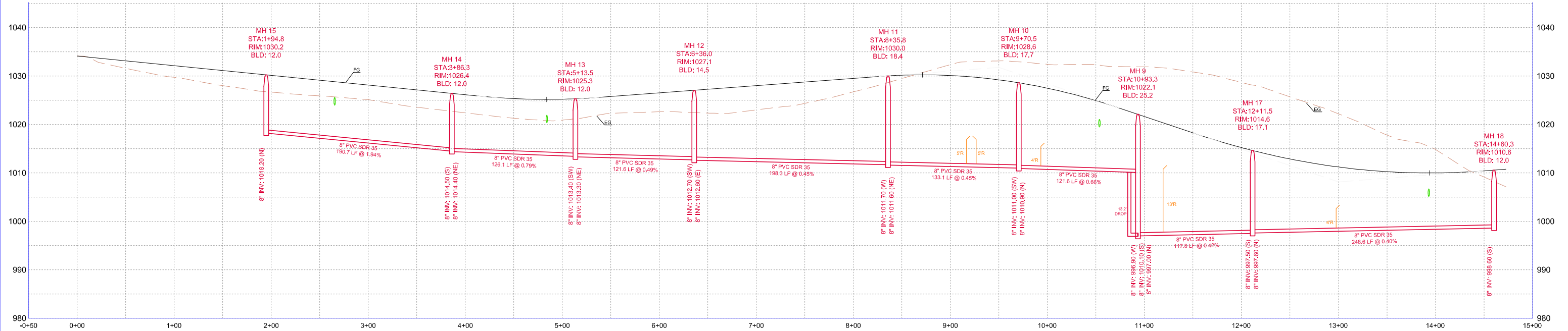
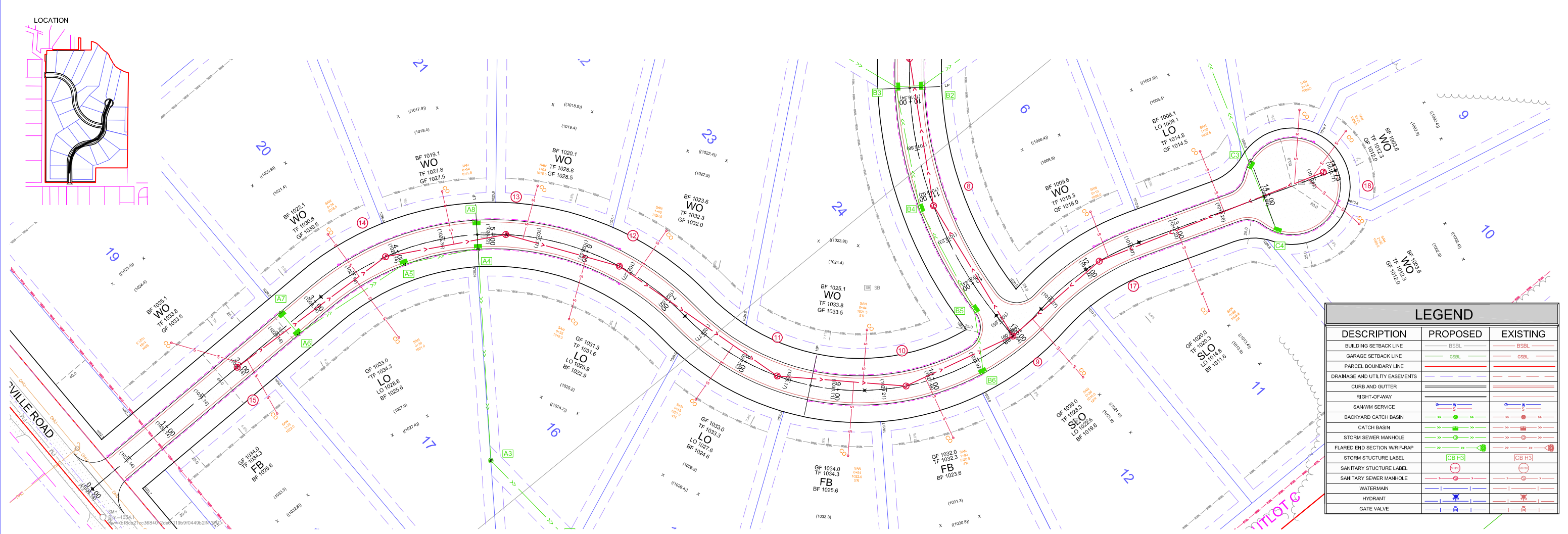


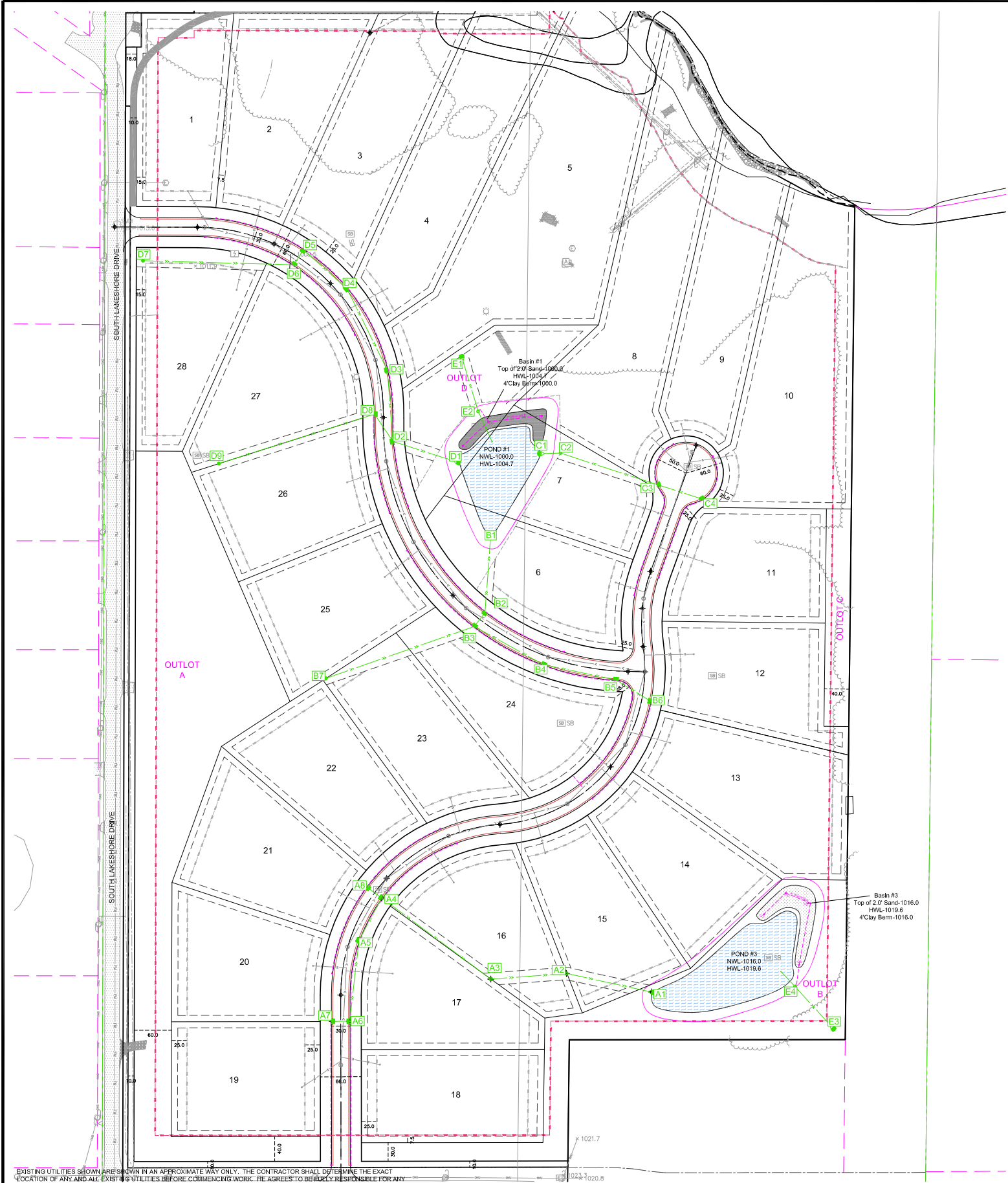
SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.
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INDEPENDENCE, MINNESOTA

PRELIMINARY SANITARY SEWER PLAN
BRIDGEVINE
BOHLAND DEVELOPMENT

FILE NO.	3568-034
7	17





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Date: _____ Lic. No. _____

ENGINEERS

SURVEYORS

DESIGNERS

PLANNERS

SATHRE-BERGQUIST, INC.

150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.

INDEPENDENCE, MINNESOTA

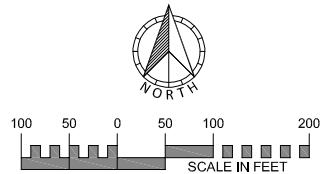
- STORM NETWORK NOTES:**
- 6" RIGID PVC DRAINTILE SHALL BE INSTALLED AT THE LOWPOINT CATCH BASINS 125' MIN. (STD) IN EACH DIRECTION & 250' IN THE UPHILL DIRECTION FOR ON SLOPE CATCH BASINS.
 - 6" PERFORATED REAR YARD DRAINTILE W/WRAP SHALL BE INSTALLED THROUGH THE FILTRATION AREAS AS SHOWN ON THE PLANS. SEE THE "TYPICAL DETAIL - INFILTRATION/FILTRATION AREA" BELOW FOR INSTALLATION PURPOSES.
 - TIE THE LAST 3 PIPE JOINTS TO FLARED END SECTIONS (TYPICAL).
 - TRASH GUARDS (HOT DIPPED GALVANIZED) SHALL BE PLACED ON ALL FLARED END SECTIONS.
 - TIE ALL PIPE JOINTS BETWEEN STORM SEWER CONTROL STRUCTURES AND APRONS AND CULVERT APRONS.
 - TIE ALL JOINTS BETWEEN OCS STRUCTURES AND FLARED END SECTIONS.
 - WIMCO'S OR APPROVED EQUAL TO BE INSTALLED AT ALL STORM INLETS.
 - GRANULAR MATERIAL SHALL BE PLACED UNDER STORM SEWER PIPE OR STRUCTURES THAT ARE LESS THAN 48" BELOW FINISHED GRADE AND EXTEND TO AT LEAST 48" BELOW FINISHED GRADE.
 - RIP-RAP FOR STORM SEWER SHALL BE CONSTRUCTED USING GRANITE ROCK, 1" DIAMETER OR LARGER AND SHALL BE HAND PLACED. RIP-RAP SHALL BE CLASS 3 ON FILTER MATERIAL ON GEOTEXTILE FABRIC.
 - ALL ADJUSTING RINGS TO BE CONCRETE.

STRUCTURE TABLE							
STRUCTURE NAME	TYPE	DIAMETER	RIM	BUILD	INV	CASTING	NOTES
A2	CBMH		1020.9	4.3'	1016.6		
A3	CBMH		1022.9	4.9'	1018.0		
A4	CBMH		1024.6	7.6'	1017.0		
A5	CBMH		1025.5	4.0'	1021.5		
A6	CBMH		1028.3	4.3'	1024.0		
A7	CB		1028.3	4.0'	1024.3		
A8	CB		1024.6	4.0'	1020.6		
B2	CBMH		1015.7	14.7'	1001.0		
B3	CBMH		1015.8	8.1'	1007.7		
B4	CBMH		1017.7	4.0'	1013.7		
B5	CBMH		1020.7	4.0'	1016.7		
B6	CB		1024.5	4.0'	1020.5		
B7	CB		1012.9	3.4'	1009.5		
C2	STMH		1005.0	4.8'	1000.2		
C3	CBMH		1009.0	7.3'	1001.7		
C4	CB		1008.9	3.2'	1005.7		
D2	CBMH		1017.5	19.0'	998.5		
D3	CBMH		1015.0	10.9'	1004.1		
D4	CBMH		1011.6	6.0'	1005.6		
D5	CBMH		1010.5	4.3'	1006.2		
D6	CBMH		1010.5	4.0'	1006.5		
D7	CB		1011.0	3.2'	1007.8		
D8	CBMH		1016.5	9.5'	1007.0		
D9	CB		1012.9	2.9'	1010.0		

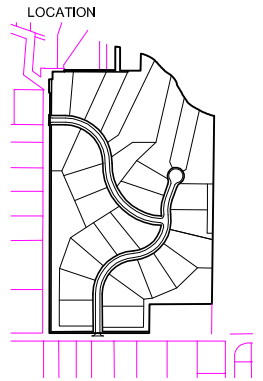
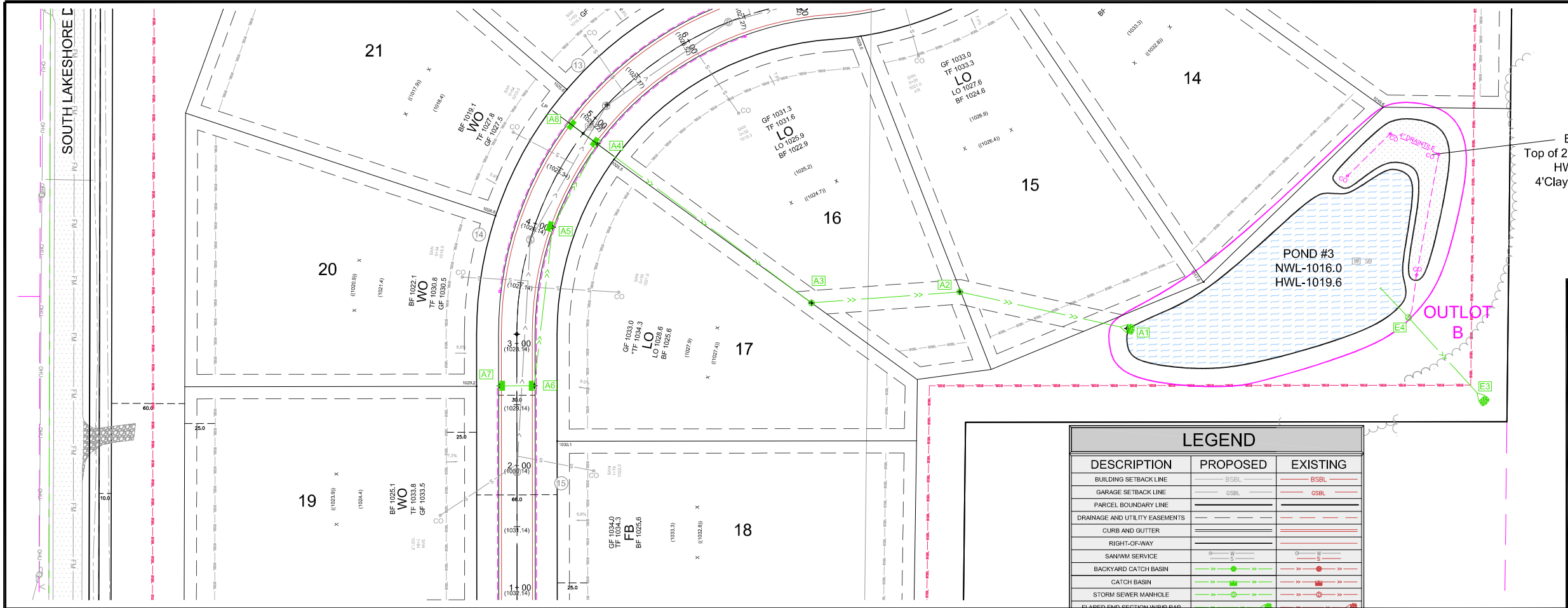
LEGEND		
DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SANWWM SERVICE		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRIP-RAP		
STORM STRUCTURE LABEL	CB H3	CB H3
SANITARY STRUCTURE LABEL		
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		

FES TABLE				
Structure Name	TYPE	SIZE (IN.)	INV	C.Y. RIP RAP
A1	FES	21	1016.0	
B1	FES	18	1000.0	
C1	FES	18	1000.0	
D1	FES	18	1000.0	
E1	FES	36	998.0	
E3	FES	12	1010.9	

OUTLET STRUCTURE TABLE			
Structure Name	TYPE	INV	DETAIL
E2	OCS	997.5 998.50	SEE STRUCTURE DETAIL
E4	OCS	1014.0 1014.00	SEE STRUCTURE DETAIL

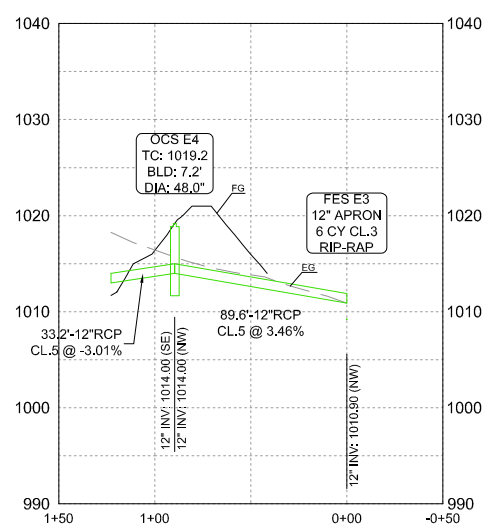
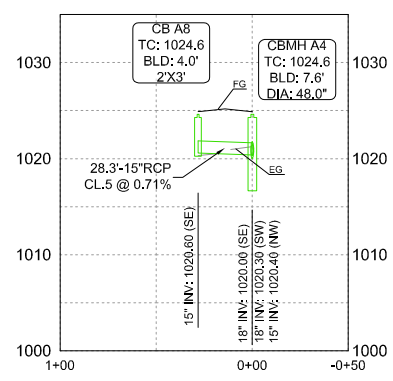
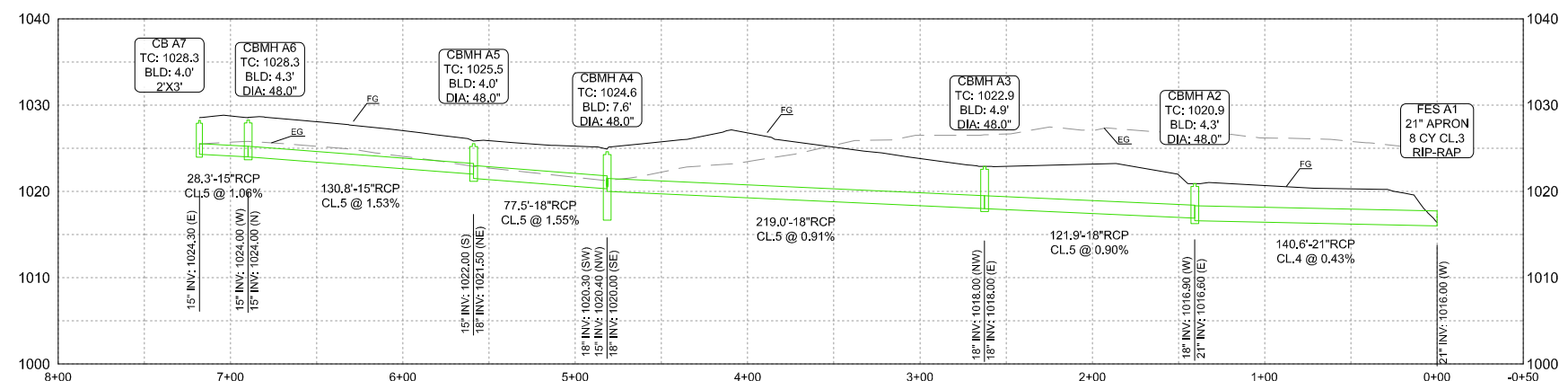
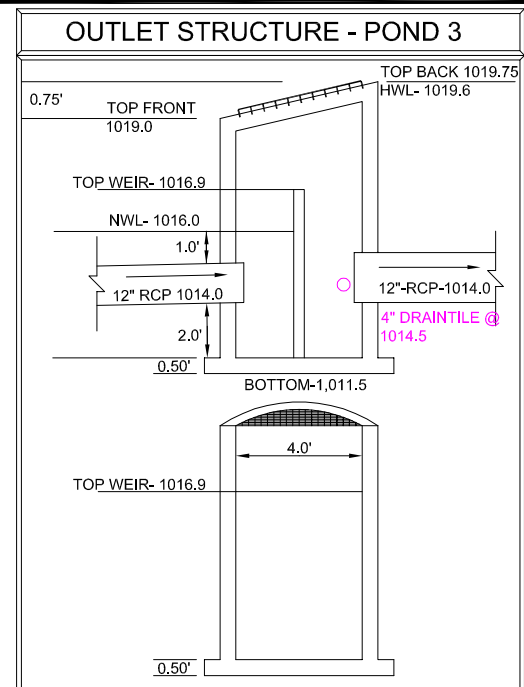


PRELIMINARY STORM SEWER PLAN
BRIDGEVINE
BOHLAND DEVELOPMENT

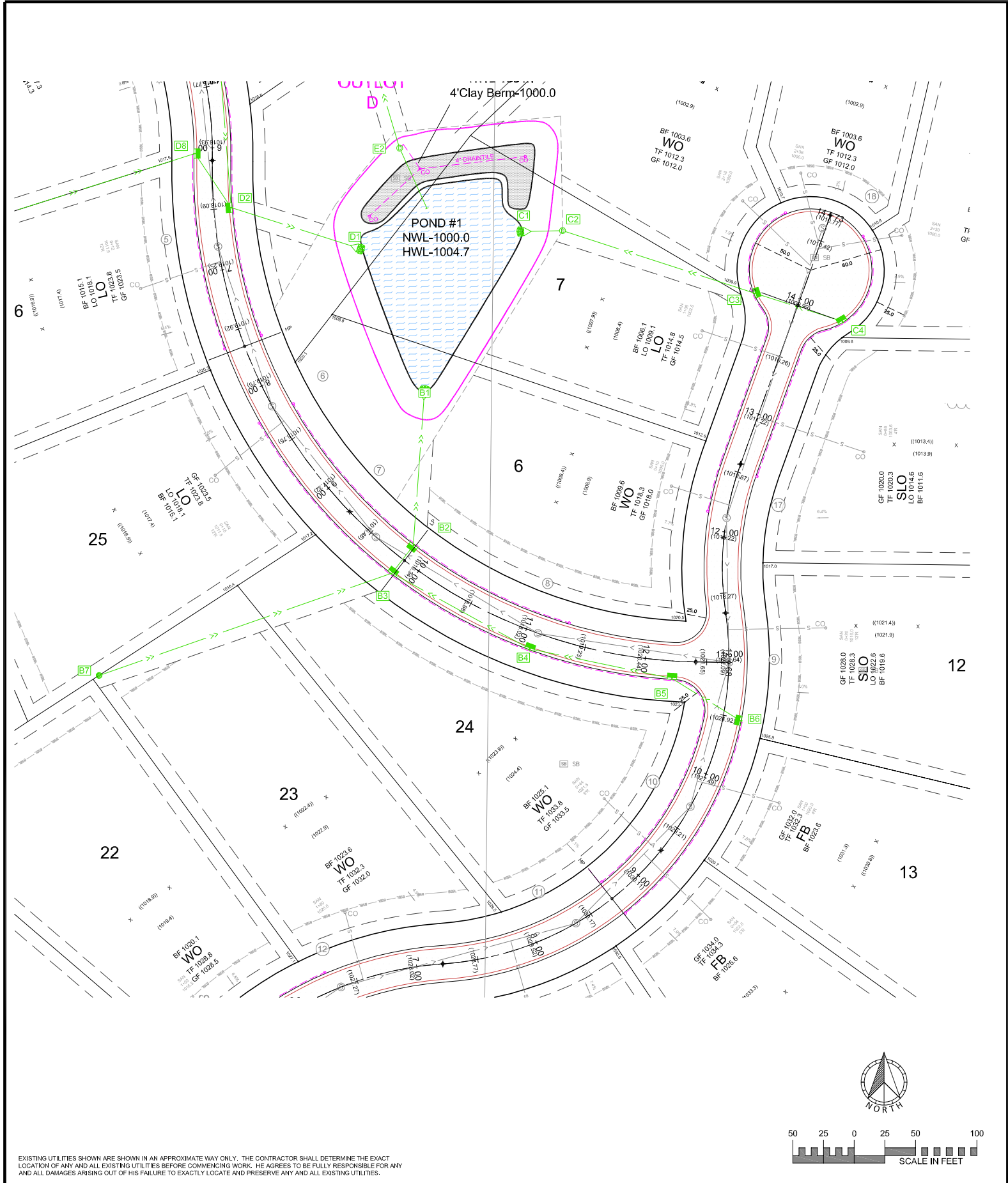


Basin #3
Top of 2.0' Sand-1016.0
HWL-1019.6
4'Clay Berm-1016.0

LEGEND		
DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SANWV SERVICE		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION INVERT ROAD		
STORM STRUCTURE LABEL	CB H3	CB H3
SANITARY STRUCTURE LABEL		
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		



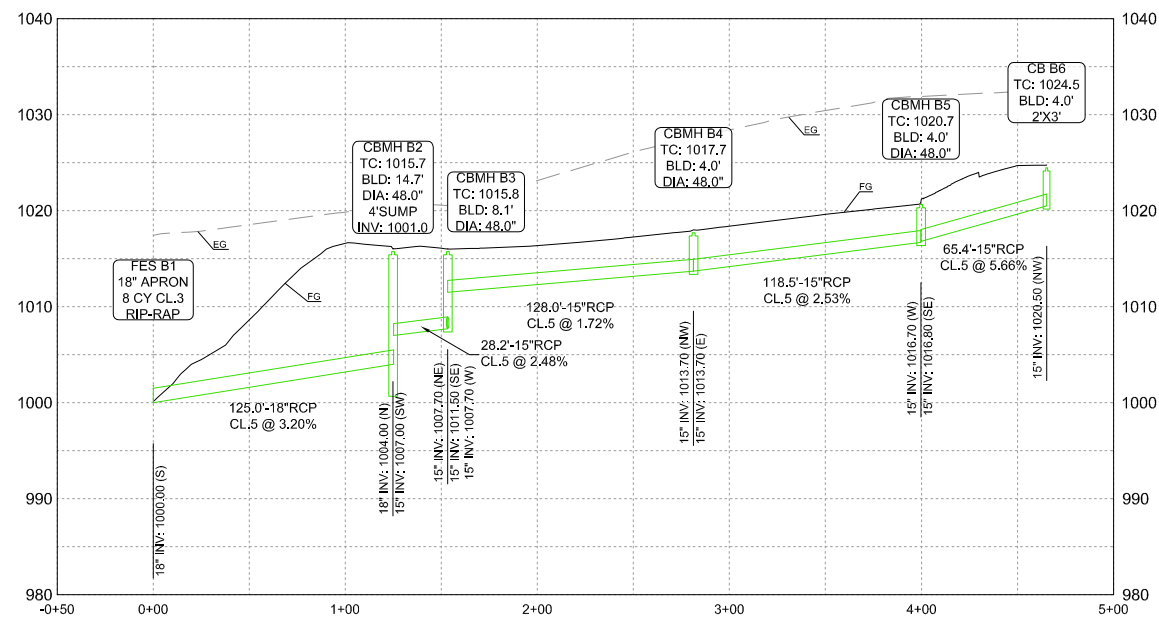
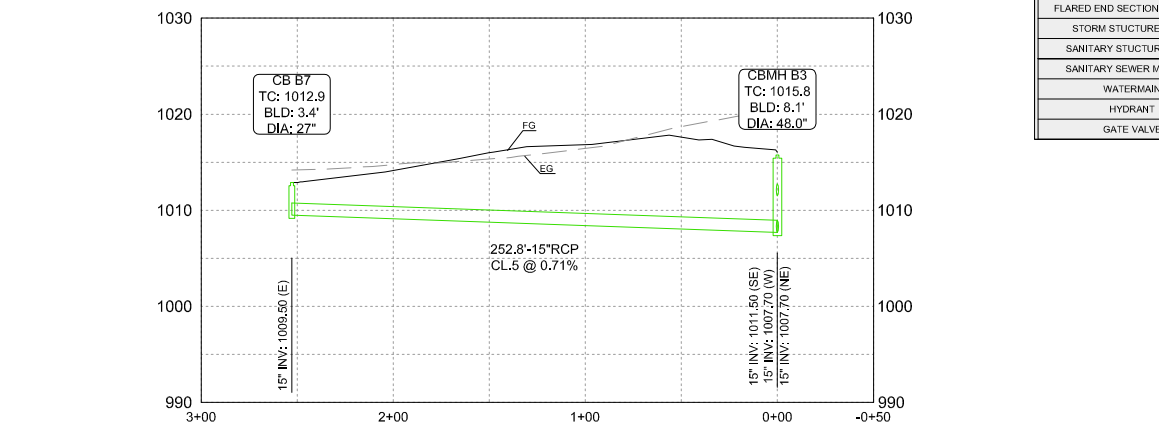
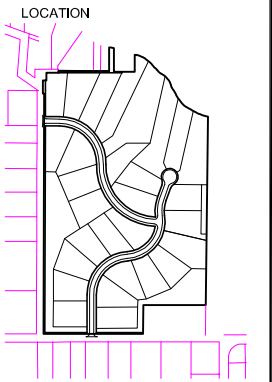
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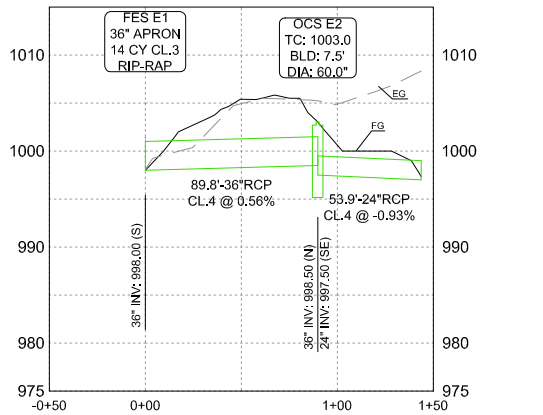
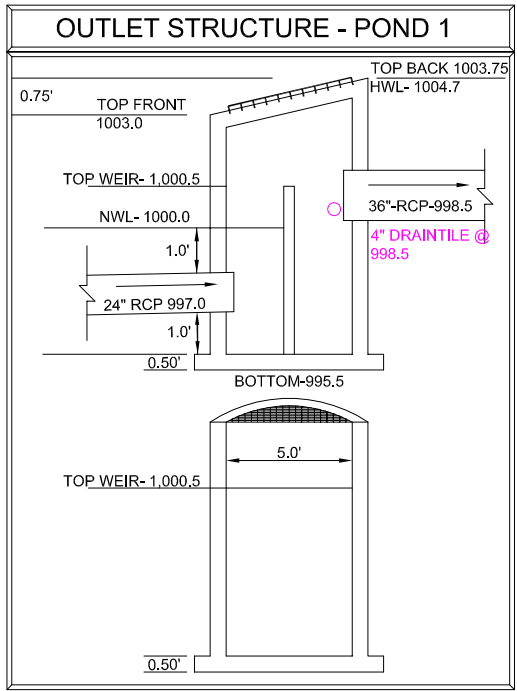
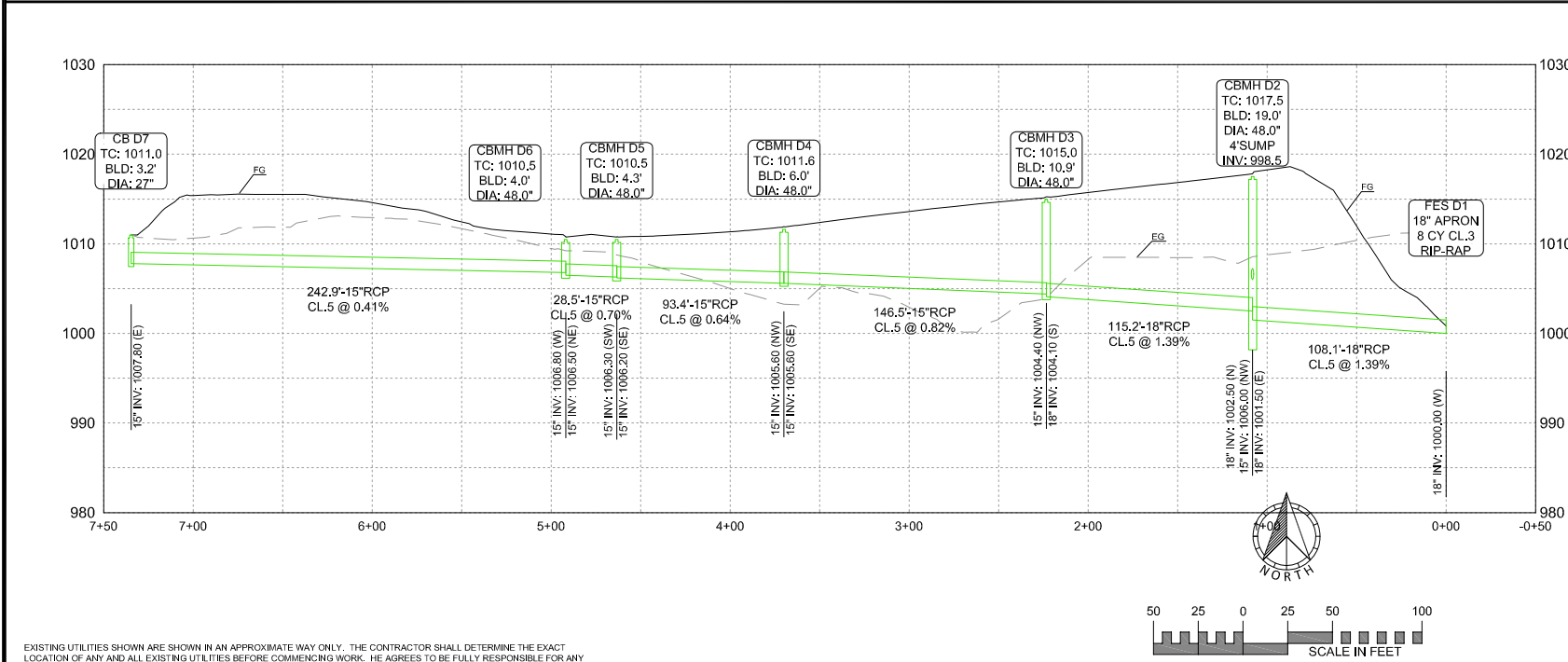
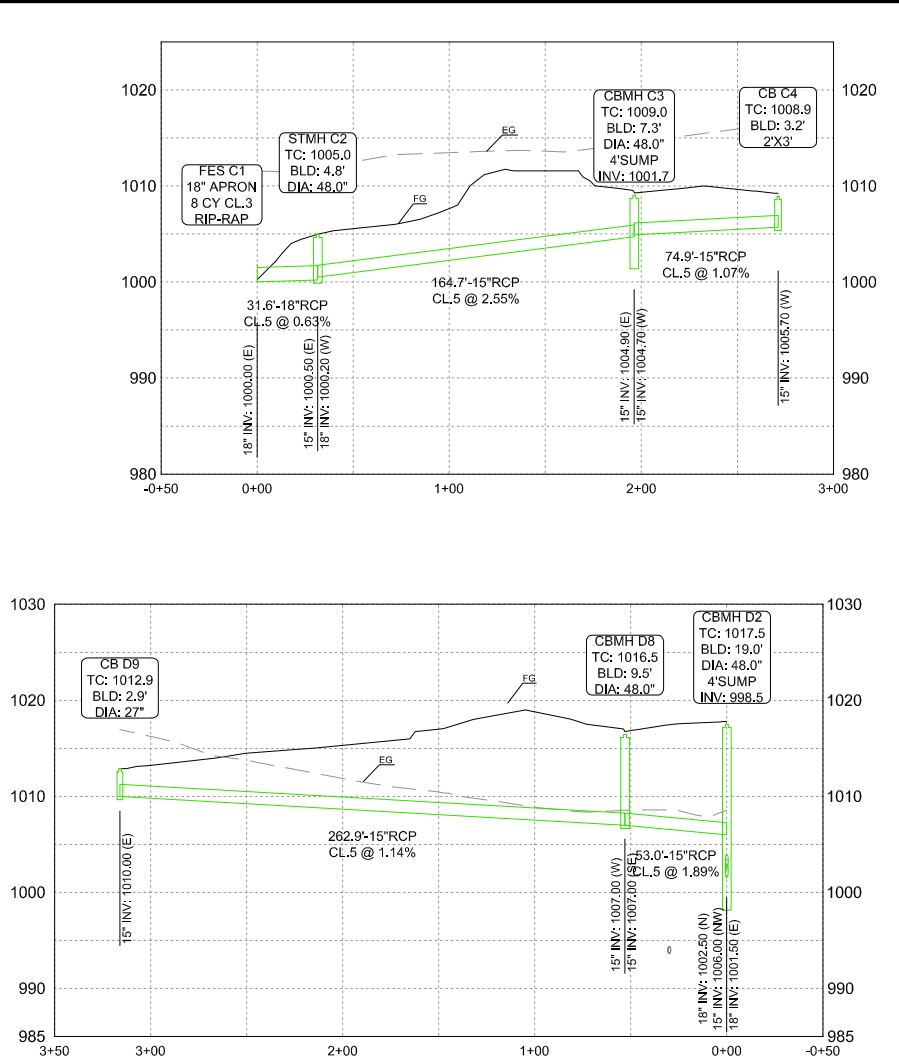
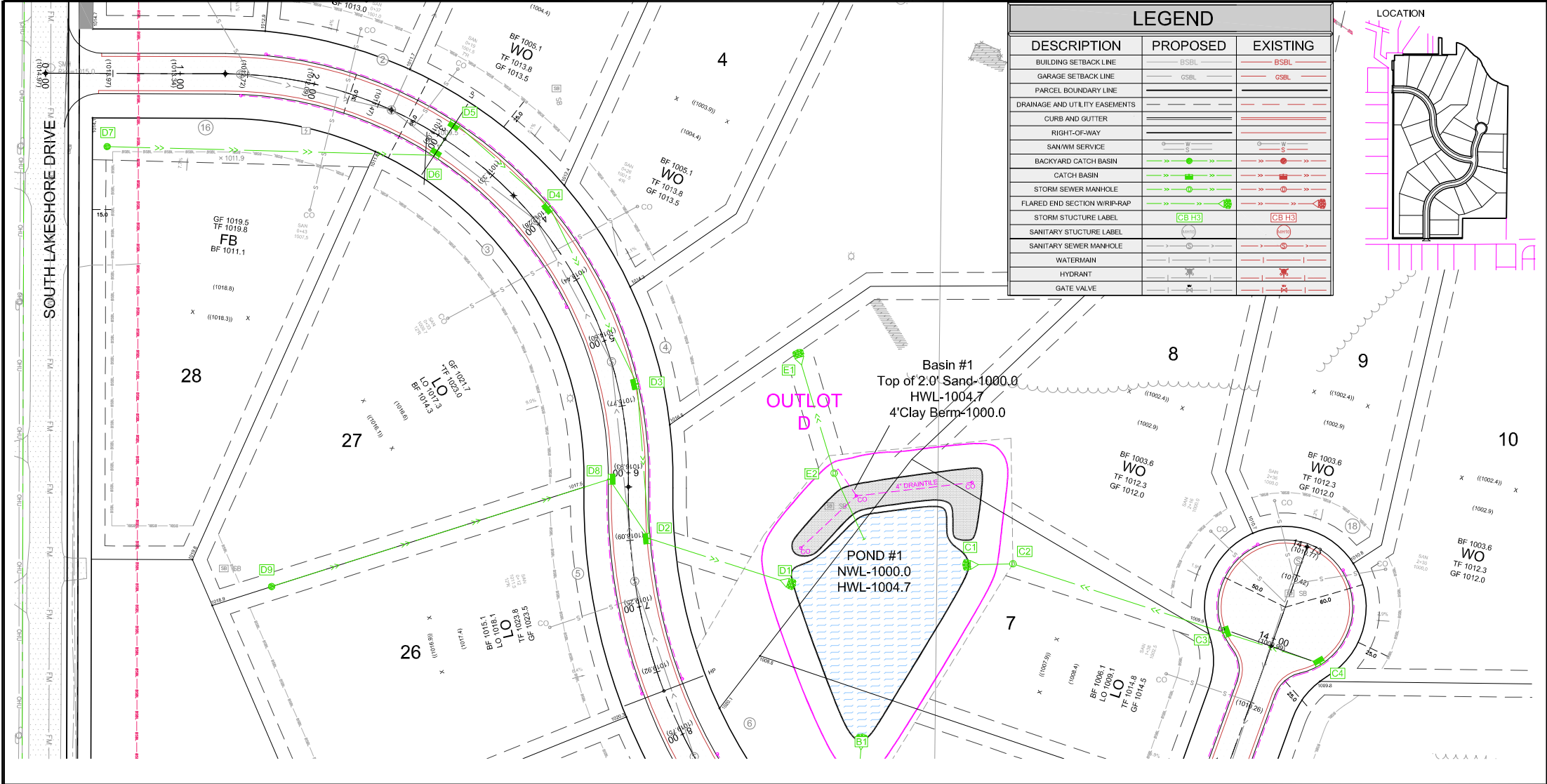


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UTILITY							---	3568-034
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CAW								
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RSM								
DATE								
12/29/21							INDEPENDENCE, MINNESOTA	11
								17

LEGEND		
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GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SAN/WM SERVICE		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRIP-RAP		
STORM STRUCTURE LABEL	CB H3	CB H3
SANITARY STRUCTURE LABEL		
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		





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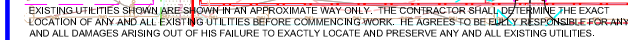
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The logo of the Institution of Civil Engineers (ICE) is a circular emblem. It is divided into four quadrants by a cross. The top-left quadrant is labeled 'ENGINEERS' in blue, the top-right 'SURVEYORS' in blue, the bottom-left 'DESIGNERS' in blue, and the bottom-right 'PLANNERS' in blue. In the center of the cross is a stylized globe with blue waves at the bottom and green hills at the top.

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BOHLAND DEVELOPMENT

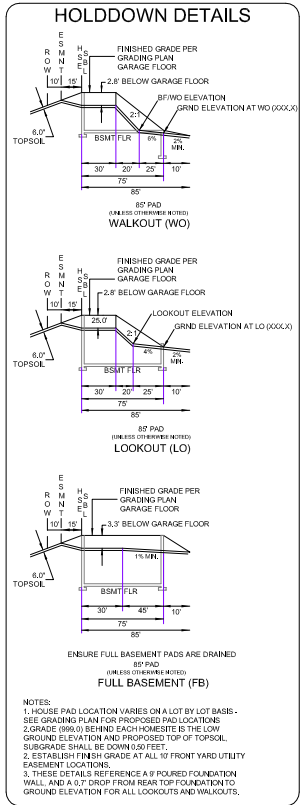
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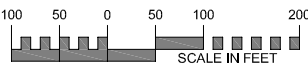
- RESTORATION NOTES**
RESTORATION - XX ACRES
- A. RESTORE ALL DISTURBED AREAS WITH 4" TO 6" OF TOPSOIL, OR EXISTING ON-SITE ORGANIC MTRL.
 - B. SEED POND SLOPES AND DETENTION AREAS WITH MN/DOT 310 OR BWSR P8 SEED MIX AT A RATE OF 100 LBS./ACRE AND FERTILIZE WITH 20-0-10 AT 100 LBS./ACRE.
 - C. SEED BASIN AREAS WITH MN/DOT 33-261 SEED MIX AT A RATE OF 35 LBS./ACRE AND FERTILIZE WITH 20-0-10 AT 100 LBS./ACRE.
 - D. SEED ALL OTHER DISTURBED AREAS WITH MN/DOT 250 SEED MIX AT A RATE OF 100 LBS./ACRE AND FERTILIZE WITH 20-0-10 AT 100 LBS./ACRE. (UNLESS OTHERWISE NOTED)
 - E. ONLY PHOSPHOROUS FREE FERTILIZER IS TO BE USED ON SITE.
 - F. MULCH WITH TYPE 1 AT A RATE OF 2 TONS/ACRE AND DISC ANCHOR IMMEDIATELY AFTER PLACEMENT. USE WOODFIBER BLANKET ON ALL SLOPES 3:1 (FT) OR GREATER.
 - G. PLACE APPROVED STORM SEWER INLET PROTECTION IN OR AROUND ALL STORM SEWER INLETS AND MAINTAIN UNTIL STREET CONSTRUCTION IS COMPLETED. REFER TO CITY DETAILS ST-22 & ST-23 FOR APPROVED DEVICES.
 - H. MAINTAIN ALL SILT FENCE UNTIL TURF HAS BEEN ESTABLISHED.
 - I. RESTORATION WORK WILL BE COMPLETED WITHIN 72 HOURS OF GRADING COMPLETION.
 - J. SILT FENCE, BEFORE GRADING - XXXX LF
 AFTER GRADING - XXXX LF
 - K. WOODFIBER BLANKET - XXX SY

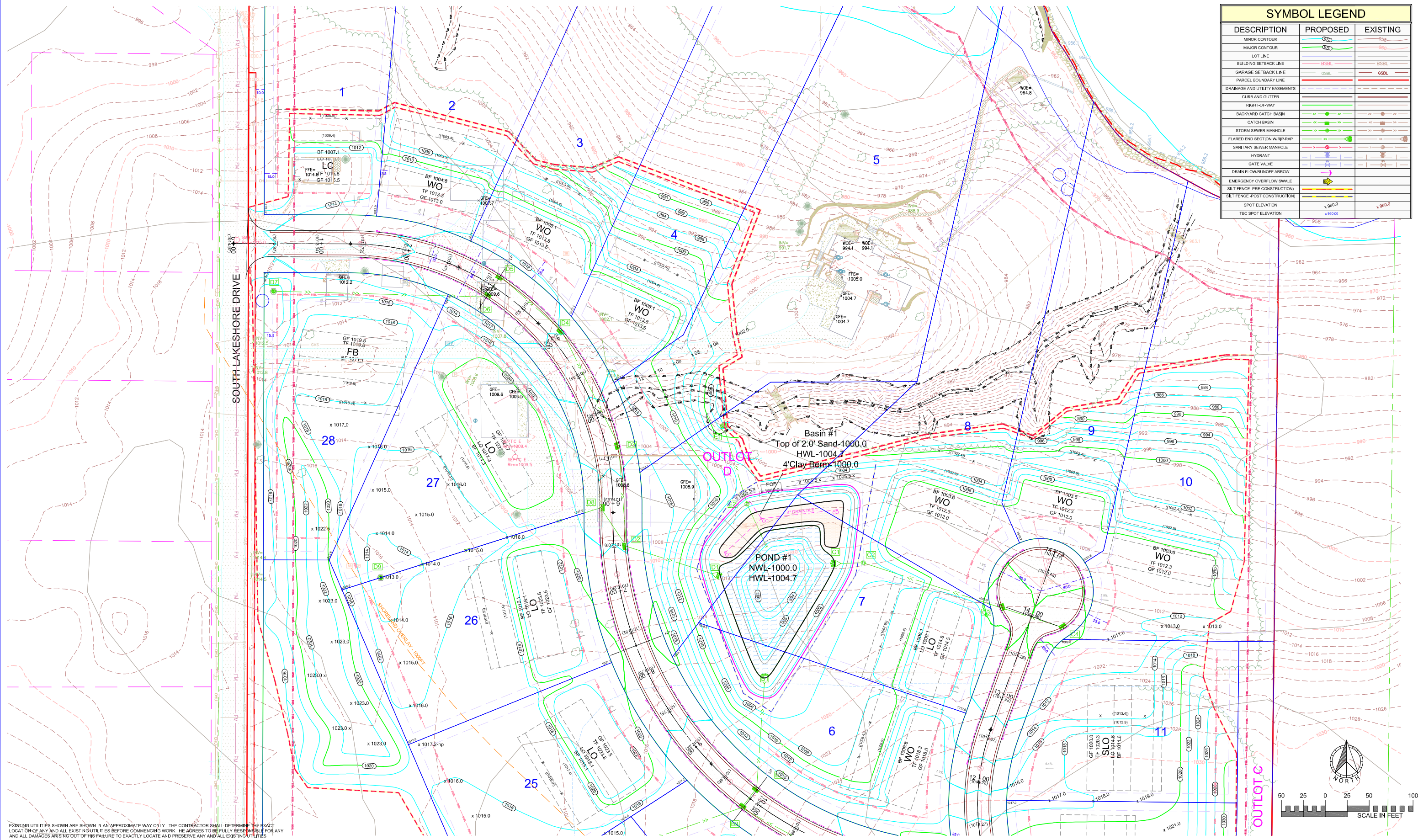
SYMBOL LEGEND		
DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR		
MAJOR CONTOUR		
LOT LINE		
BUILDING SETBACK LINE		
GARAGE SETBACK LINE		
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRAP-UP		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/RUNOFF ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE -PRE CONSTRUCTION		
SILT FENCE-POST CONSTRUCTION		
SPOT ELEVATION		
TBC SPOT ELEVATION		

1. NURP POND - NURP POND WILL BE UTILIZED TO MEET OR EXCEED QUALITY AND RATE CONTROL REQUIREMENTS.
2. SKIMMERS - THE POND OUTLET STRUCTURE INCLUDES A SUBMERGED INLET PIPE TO ALLOW SKIMMING.
3. RIP RAP - RIP RAP WILL BE UTILIZED AT ALL APRONS FOR ENERGY DISSIPATION AND PROTECT SEDIMENT CONTROL. MUST BE INSTALLED OVER A SUITABLY GRADED FILTER MATERIAL OR FILTER FABRIC TO ENSURE THAT SOIL PARTICLES DO NOT MIGRATE THROUGH THE RIP RAP AND REDUCE ITS STABILITY.
4. INLET PROTECTION - INLET PROTECTION WILL BE INSTALLED AND MAINTAINED IN ALL CATCH BASINS & REAR YARD STRUCTURES. REFER TO THE CITY DETAILS TO DETERMINE WHICH INLET PROTECTION DEVICE IS APPLICABLE.
5. SLOPE STABILIZATION - SILT FENCE WILL BE INSTALLED ALONG DOWN GRADIENT GRADING LIMITS AND WOODFIBER BLANKET WILL BE UTILIZED ON ALL SLOPES 3:1 OR GREATER TO PROVIDE ADEQUATE SLOPE STABILIZATION.
6. BIOROLLS - BIOROLLS WILL BE INSTALLED ALONG REAR YARD SWALES TO PREVENT SEDIMENT FROM REACHING THE NURP POND AND ULTIMATELY DOWNSTREAM WETLANDS.
7. INFILTRATION/RETENTION AREAS - INFILTRATION/RETENTION AREAS WILL BE UTILIZED TO REDUCE/RETAIN THE RUNOFF FROM THE INCREASED HARD SURFACE.
8. STREET SWEEPING - STREET SWEEPING WILL BE DONE A MINIMUM OF ONCE PER WEEK OR MORE FREQUENTLY TO MINIMIZE DUST CONTROL AND VEHICLE TRACKING.
10. PHOSPHOROUS FREE FERTILIZER - PHOSPHOROUS FREE FERTILIZER WILL ALSO BE USED ON SITE.



DENOTES PROPOSED PAD LOCATION





SYMBOL LEGEND		
DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR		
MAJOR CONTOUR		
LOT LINE		
BUILDING SETBACK LINE		
GARAGE SETBACK LINE		
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WIRE-RAP		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/RUNOFF ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE - PRE CONSTRUCTION		
SILT FENCE - POST CONSTRUCTION		
SPOT ELEVATION		
TBC SPOT ELEVATION		

EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

DRAWING NAME	NO.	BY	DATE	REVISIONS
GRADING				
DRAWN BY				
CAW				
CHECKED BY				
RSM				
DATE				
12/29/21				

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ROBERT S. MOLSTAD, P.E.
Date: _____ Lic. No. _____

ENGINEERS
SURVEYORS
DESIGNERS
PLANNERS

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

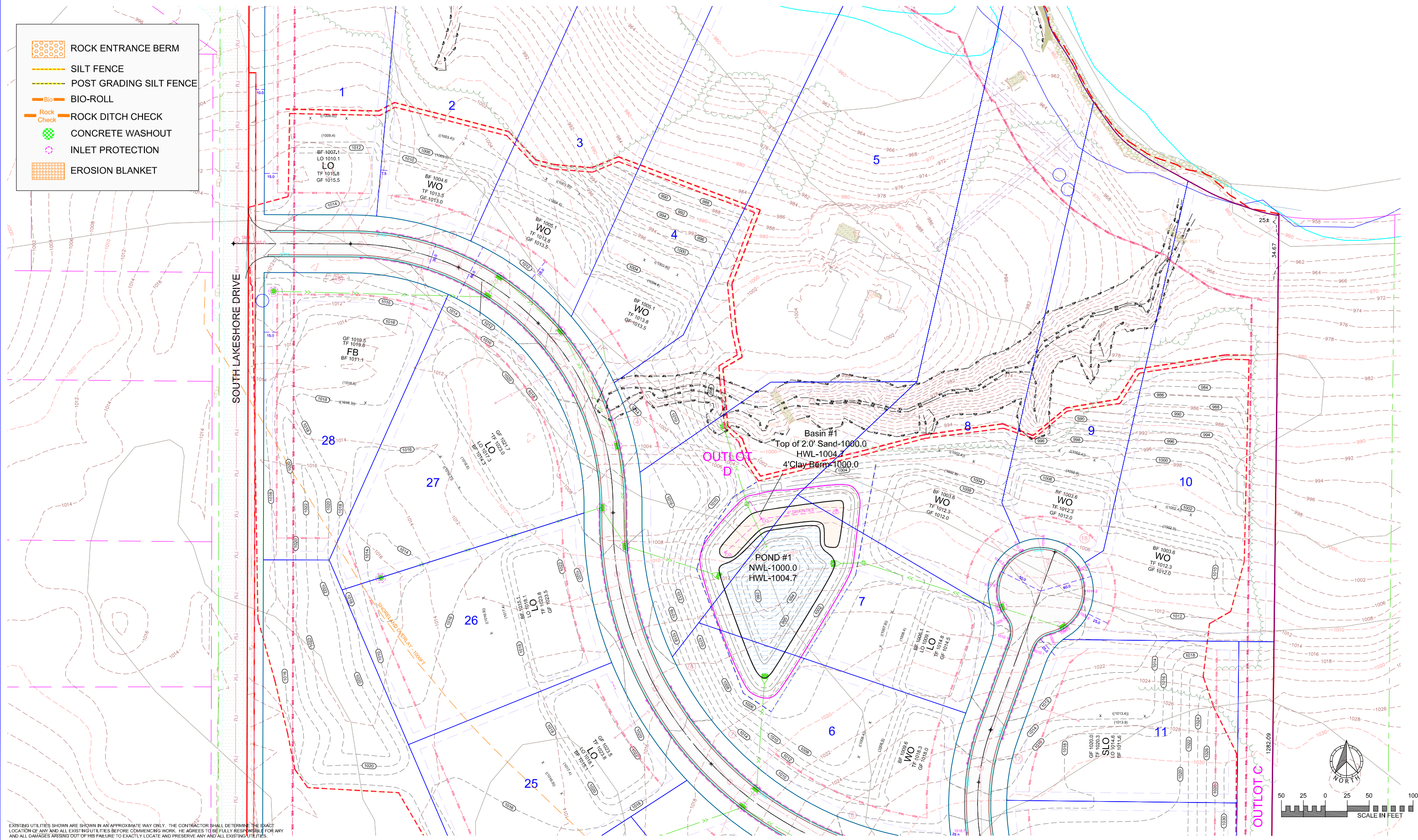
CITY PROJECT NO.	---
INDEPENDENCE, MINNESOTA	

PRELIMINARY GRADING PLAN

BRIDGEVINE

BOHLAND DEVELOPMENT

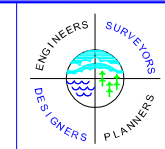
FILE NO.	3568-034
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EROSION CONTROL							---	BRIDGEVINE	3568-034
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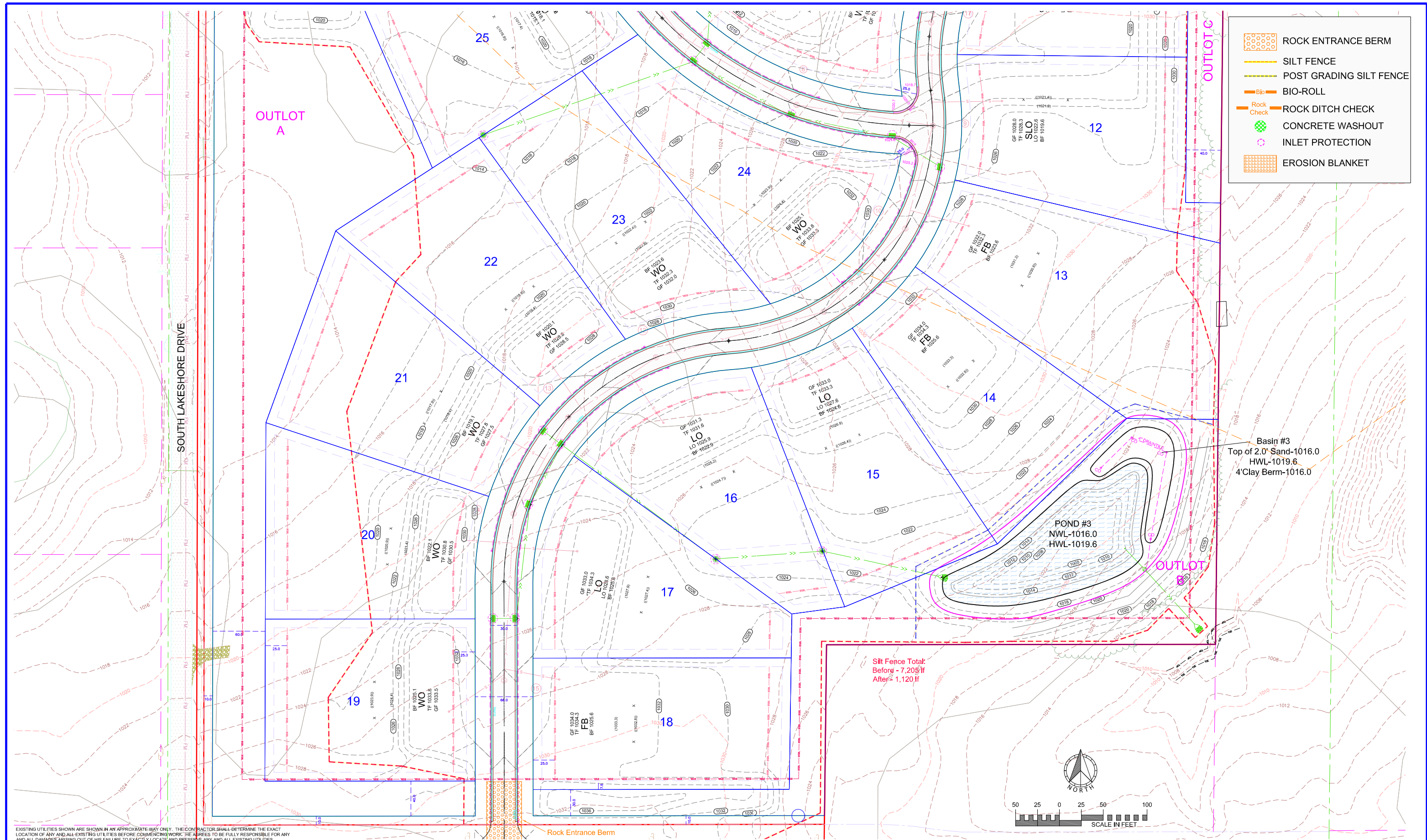
ROBERT S. MOLSTAD, P.E.
Date: _____ Lic. No. _____

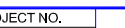


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INDEPENDENCE,
MINNESOTA

17



AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESENT ANY AND ALL EXISTING UTILITIES.										
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12/29/21									17	
						ROBERT S. MOLSTAD, P.E. Date: _____ Lic. No. _____		INDEPENDENCE, MINNESOTA		



2040 Comprehensive Plan
Independence, MN

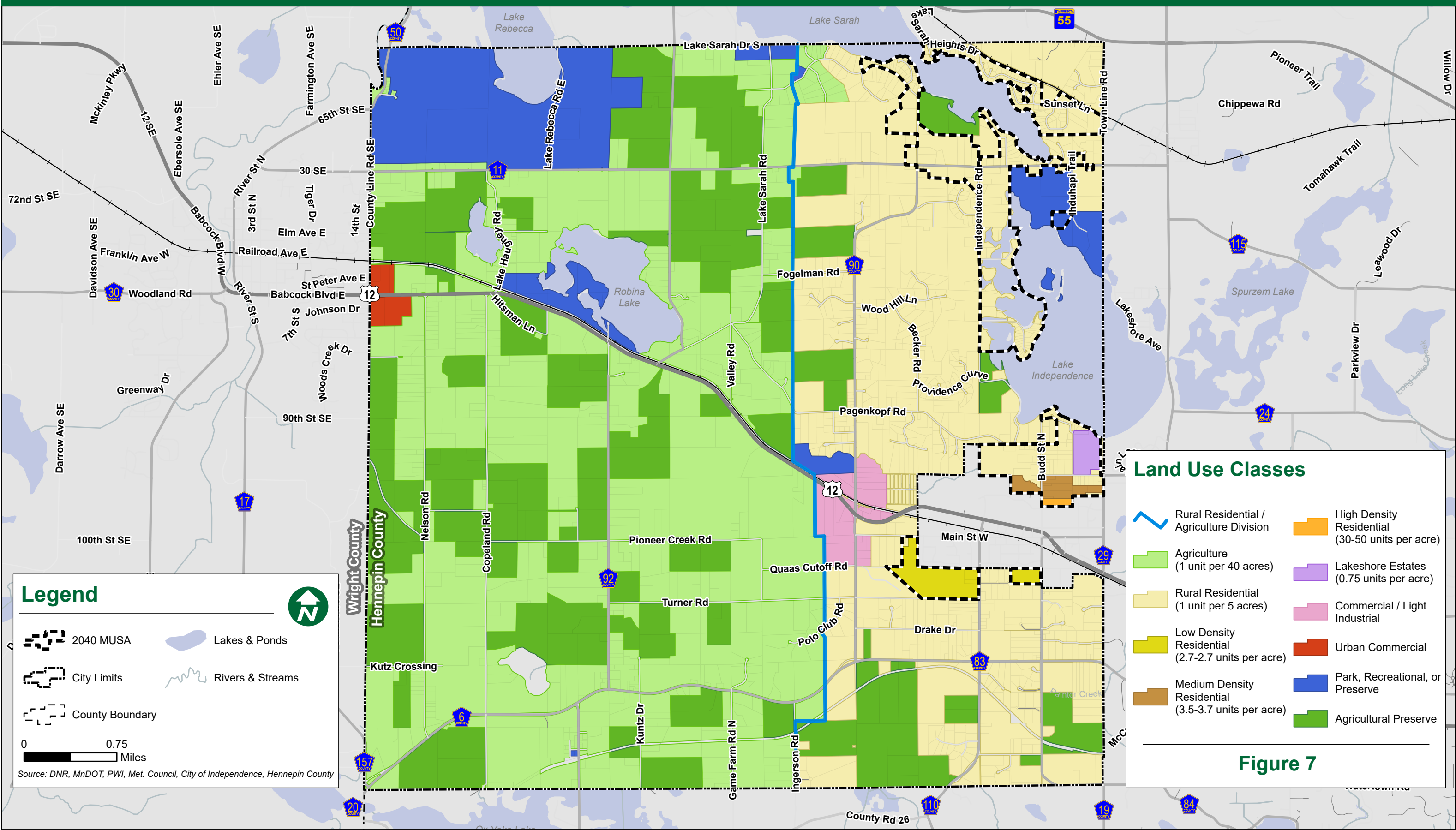


TABLE 21 COMPREHENSIVE PLAN DENSITY

	Units	Net Developable Acres	Min/Max Density	Density
Development from 2018-2040				
Lakeshore Estates	28	37	0.75-0.75	0.75
Low Density Residential	335	124	2.7-2.7	2.70
Medium Density Residential	140	40	3.5-3.8	3.50
High Density Residential	150	5	30.0-50.0	30.00
Connection to Existing Rural Residential	11	18	N/A	0.60
Total Units	664	225		3.00

City of Independence

Employee Handbook Amendment

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: June 6, 2023

Discussion:

A bill to establish Juneteenth as a state-recognized holiday, HF 48 (Rep. Ruth Richardson, DFL-Mendota Heights/Sen. Bobby Champion, DFL-Minneapolis), was passed off the Senate floor on Jan. 26 with a vote of 57-8. On Feb. 2, it was passed by the House by a vote of 126-1. The bill was signed into law by Gov. Tim Walz.

The holiday is to recognize the date on which slavery was abolished in the United States. Public business cannot be conducted on June 19 in observance of the holiday.

The new law was set to go into effect on Aug. 1, 2023, however, a provision contained in HF 1830 (Rep. Ginny Klevorn, DFL-Plymouth/Sen. Samakab Hussein, DFL-St. Paul), the state and local government omnibus bill, changes the effective date to make the new holiday effective before June 19 of this year, requiring that the day be observed. Cities will be required to update their existing holiday schedules to reflect the June 19 holiday and make any necessary adjustments.

The City currently provides employees with 11 paid days off including a long-standing floating holiday. The proposed amendment to the Employee Handbook would now include the requisite day off.

Recommendation:

The City Council is being asked to consider approval of the required change to the Employee Handbook relating to employee benefits.

Attachments:

RESOLUTION No. 23-06060-03



RESOLUTION OF THE
CITY OF INDEPENDENCE
HENNEPIN COUNTY, MINNESOTA

RESOLUTION NO. 23-0606-03

A RESOLUTION ADOPTING AN AMENDMENT TO THE EMPLOYEE HANDBOOK

WHEREAS, the City of Independence (the “City”) has adopted policies governing city employees and associated personnel matters; and

WHEREAS, the City has proposed an amendment to the employee handbook governing personnel policies; and

WHEREAS, the updated policy is shown on **EXHIBIT A** attached hereto; and

WHEREAS, the Council has reviewed the proposed amendment and directed the revisions to the policies stipulated in the handbook.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MINNESOTA, that it should and hereby does approve the proposed amendment attached hereto and the amendment shall be incorporated into the previously adopted employee handbook.

This resolution was adopted by the city council of the City of Independence on this 6th day of June 2023 by a vote of ____ ayes and ____ nays.

ATTEST:

Marvin Johnson, Mayor

Mark Kaltsas, City Administrator

Exhibit A

EMPLOYEE BENEFIT PROGRAMS

HOLIDAYS

The City of Independence observes ~~11~~12 paid holidays:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day

Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Employee Floating Holiday
Juneteenth