



PLEASE NOTE THAT THIS MEETING IS VIRTUAL. A LINK TO THE MEETING CAN BE OBTAINED ON THE CITY'S WEBSITE OR BY CONTACTING THE CITY VIA PHONE OR EMAIL

CITY COUNCIL MEETING AGENDA
TUESDAY DECEMBER 1, 2020

******SPECIAL MEETING - TRUTH IN TAXATION 6:00 PM******

1. Call to Order
 2. Truth in Taxation Hearing.
 3. Adjourn.
-

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 November 17, 2020 Regular City Council Meeting.
 - b. Approval of Accounts Payable; Checks Numbered 20072-20092.
 - c. Pay Request #3 from Wm. Mueller and Sons, Inc. for work completed on the 2020 Overlay Project Through 2020.
 - d. **RESOLUTION 20-1201-01** – Certifying Delinquent Sewer Service Charges.
 - e. Approval to not waive the monetary limits on Tort Liability established by MN Statutes, to the extent of the limits of liability coverage obtained from the LMCIT.
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. Discussion regarding compliance of the Conditional Use Permit granted for the property located at 3315 County Road 92 N. (PID No. 09-118-24-34-0004).
8. Consider Adoption of the Final 2021 Tax Levy and General Fund Budget and Associated Actions.
 - a. **RESOLUTION 20-1201-02** – Adopting the 2021 General Fund Budget.
 - b. **RESOLUTION 20-1201-03** – Adopting the 2021 General Tax Levy.
 - c. **RESOLUTION 20-1201-04** – Adopting the 2021 Pioneer Sarah Creek Watershed Management Commission Tax Levy.
9. A proposed text amendment to the City of Independence Ordinances as follows:
 - a. **ORDINANCE NO. 2020-03 (Summary Ordinance 2020-03)** - Chapter 5, Section 530.03 and 530.07, Physical Standards in both the Agriculture and Rural Residential zoning districts – Considering an amendment to detached accessory structure setbacks. The potential ordinance amendment considers both the process for reviewing accessory structure setbacks and the required setback.
10. A proposed text amendment to the City of Independence Ordinances as follows:
 - a. **ORDINANCE NO. 2020-04 (Summary Ordinance 2020-04)** - Section 1100 relating to cigarettes and cigarette wrappers – Considering an amendment to address the new statutory age limitations that were adopted by the State of Minnesota.
11. Consider Approval of the New City Single Sort Recycling Contract with Randy's Environmental Services.
 - a. **RESOLUTION 20-1201-05** – Approving the contract for recycling services.
12. Open/Misc.
13. Adjourn.

City of Independence

2020 Final Budget

December 1, 2020



AEM Financial Solutions™

2021 Levy Compared to 2020



AEM Financial Solutions™

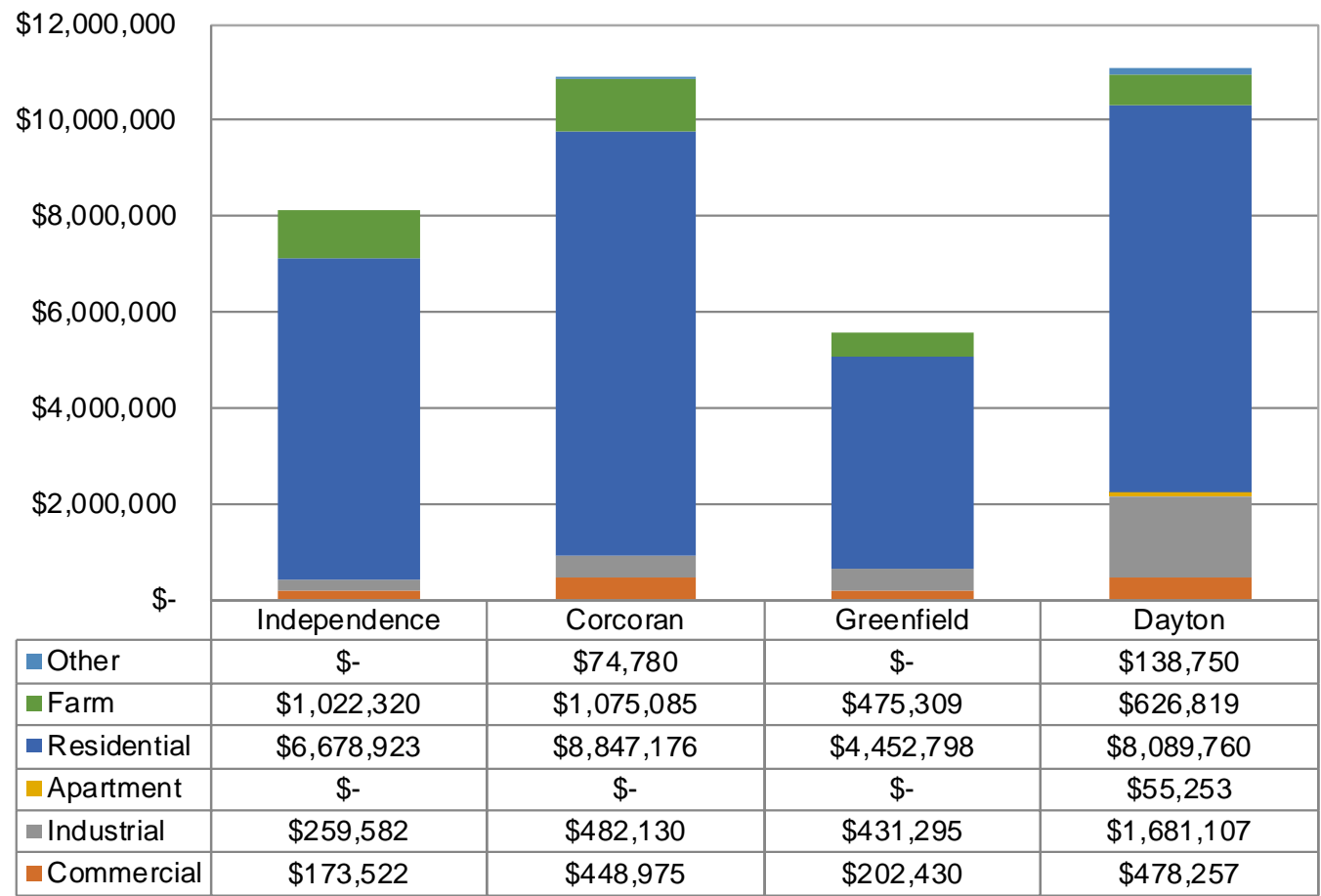
General	
Debt Service	
2006 GO Improvement Bonds	
2010 GO Improvement Bonds	
2015 GO Tax Abatement Bonds	
2020A GO Bonds	
 Total City Operating Levy	
 Pioneer/Sarah Watershed Taxing District	

2020 Budget	2021 Proposed Budget	Increase (Decrease)	% Change
\$ 2,796,381	3,020,168	\$ 223,787	8.00%
109,200	-	(109,200)	-100.00%
15,957	12,272	(3,685)	-23.09%
166,463	175,363	8,900	5.35%
-	122,895	122,895	
 \$ 3,088,001	 \$ 3,330,698	 \$ 242,697	 7.86%
 \$ 66,330	 \$ 64,510	 \$ (1,820)	 -2.74%

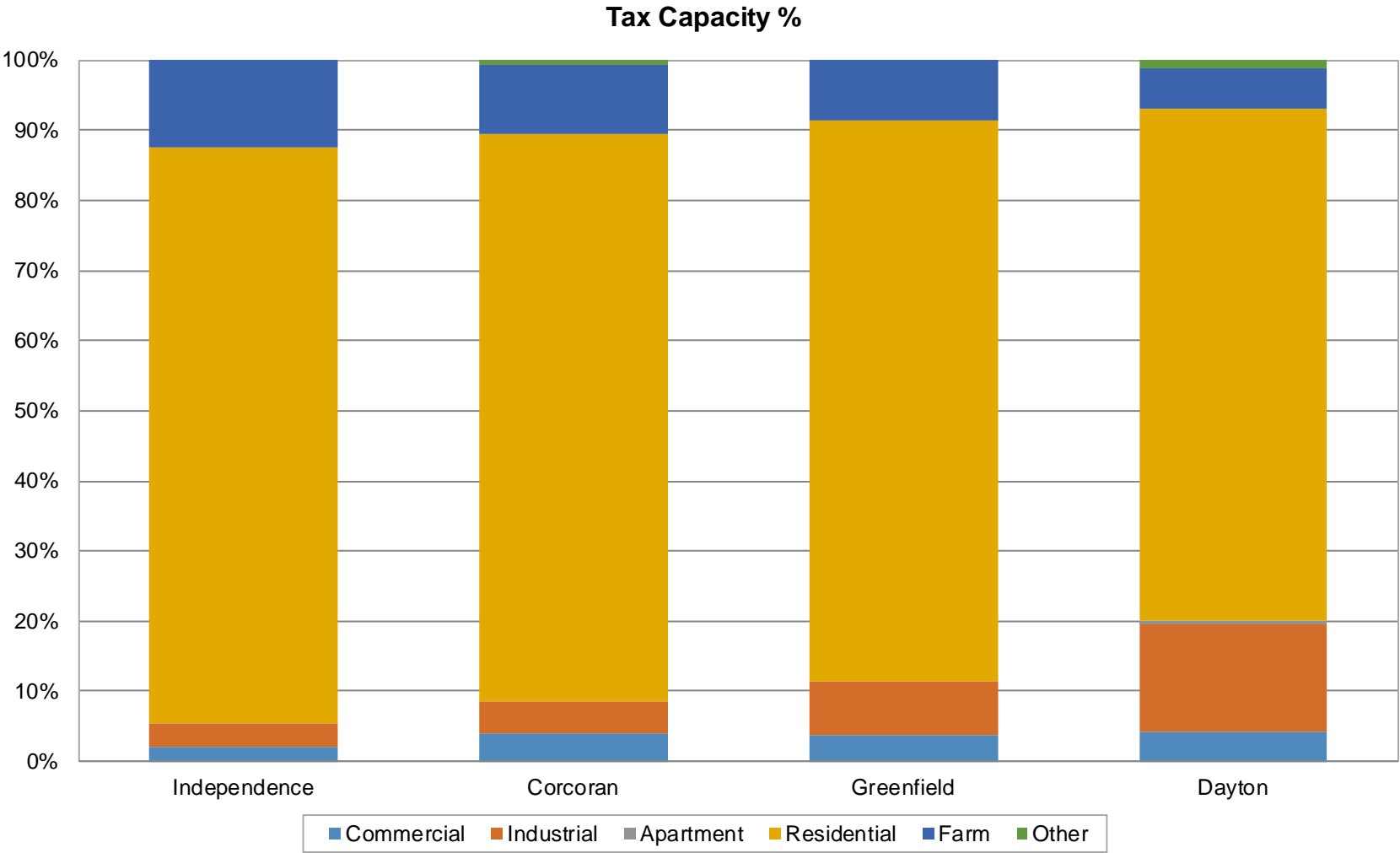
Tax Capacity Graphs



Tax Capacity By Type



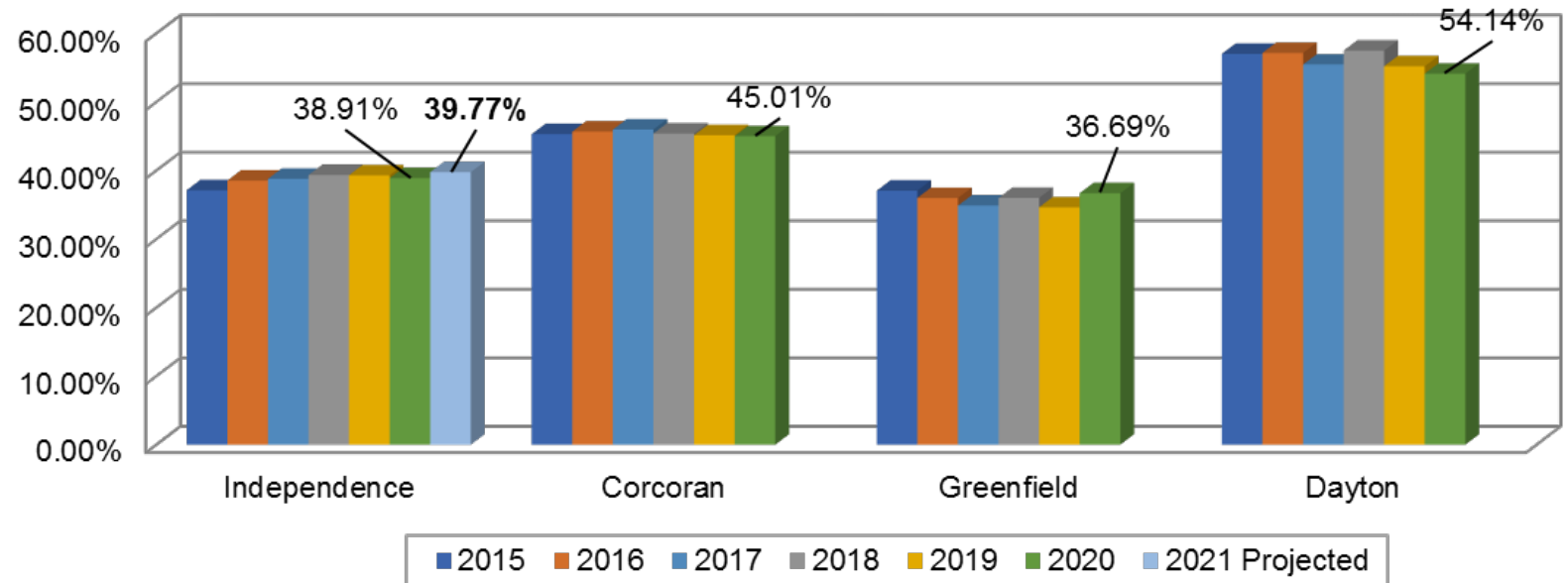
Tax Capacity Graphs (Continued)



Tax Capacity Rate Graphs



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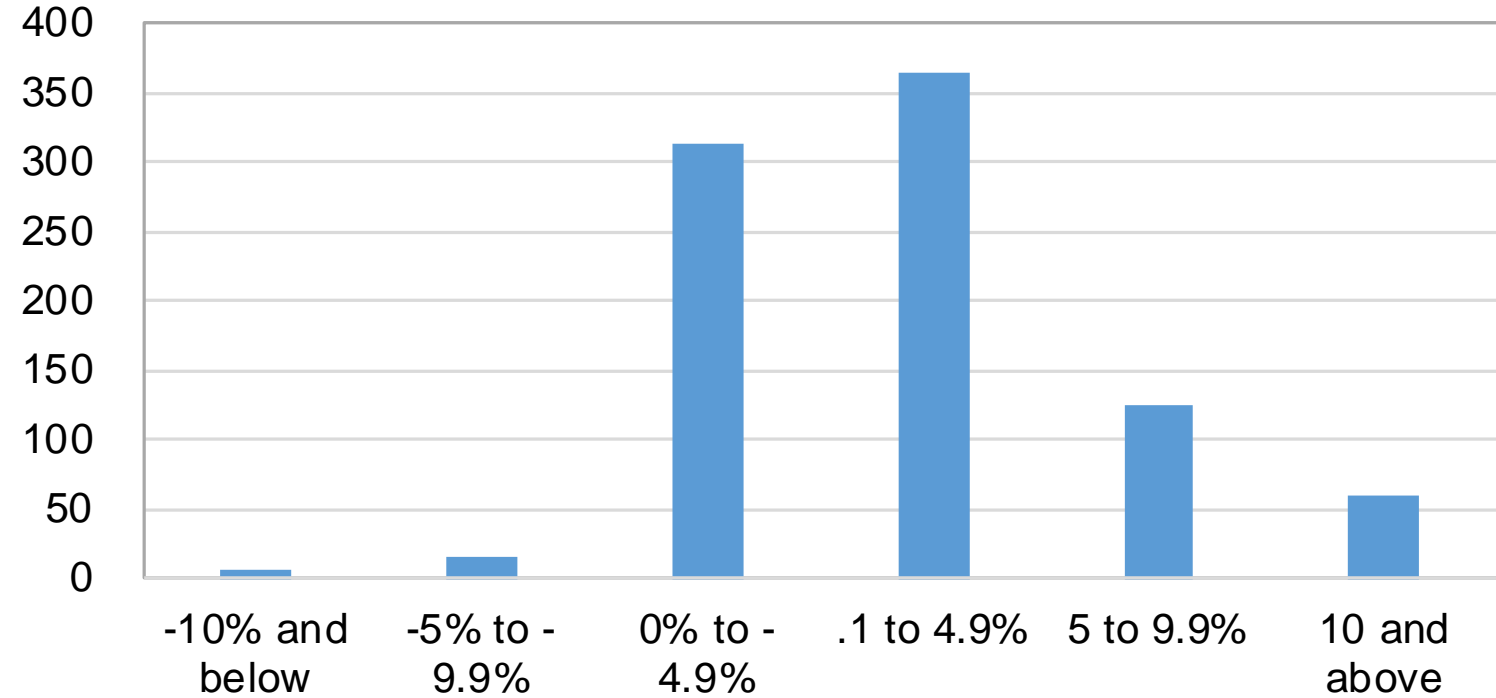


Impact to Homeowners



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Tax Levy Change by Number and Percent



Source - Hennepin County - all taxing districts

2021 Projected General Fund Revenue



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Revenues

Taxes
Licenses and permits
Intergovernmental
Charges for services
Fines and forfeitures
Interest on investments
Miscellaneous

Total Revenues

2021

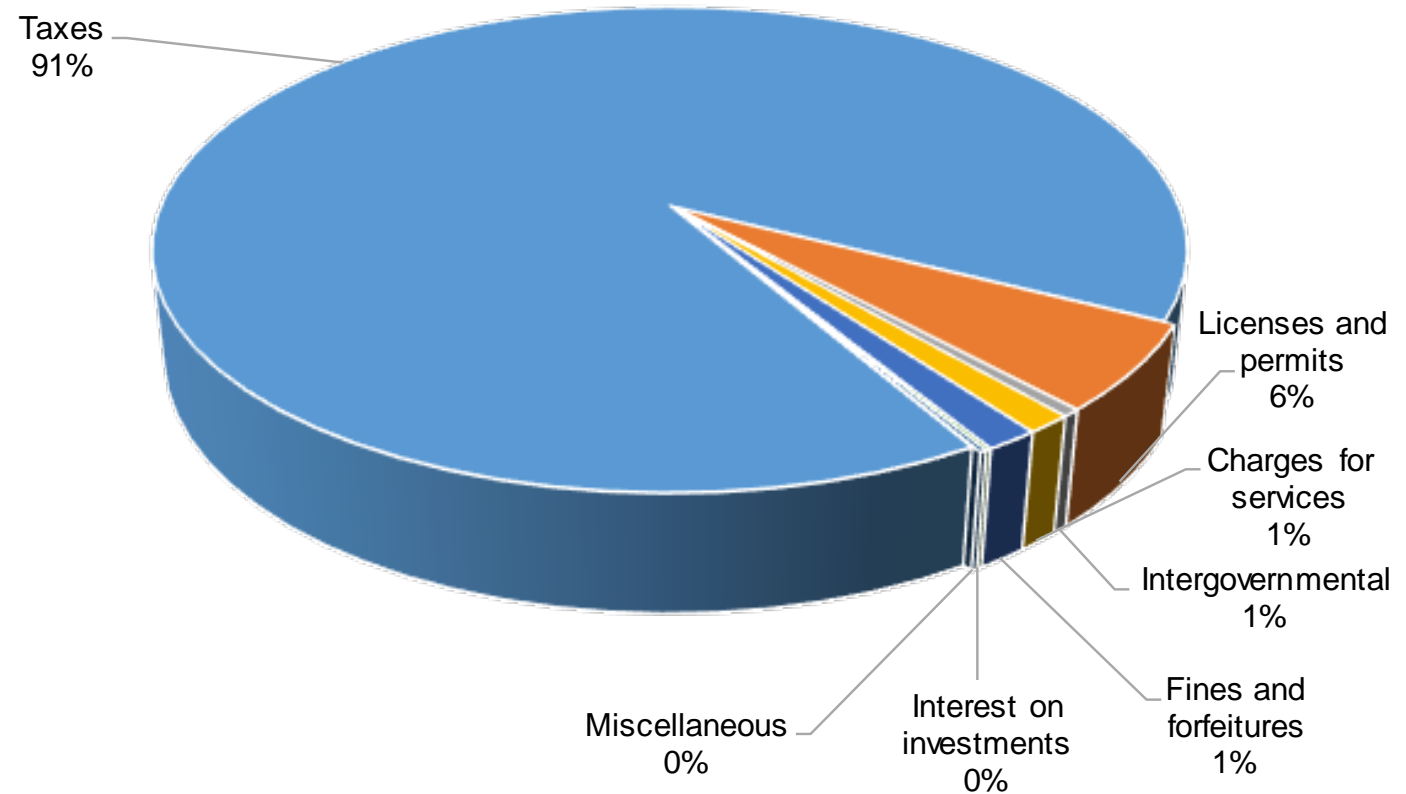
\$	3,020,168
	190,070
	16,000
	41,150
	47,740
	5,000
	6,000

\$	3,326,128
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2021 Projected General Fund Revenue



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2021 Projected General Fund Expenditures



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Expenditures

	<u>2021</u>
Administrative and finance	\$ 491,756
Other general government	128,230
Police	1,182,630
Fire	409,096
Other public safety	120,197
Public works	753,589
Parks	21,430
Capital Outlay	90,430
Transfers out	<u>128,770</u>

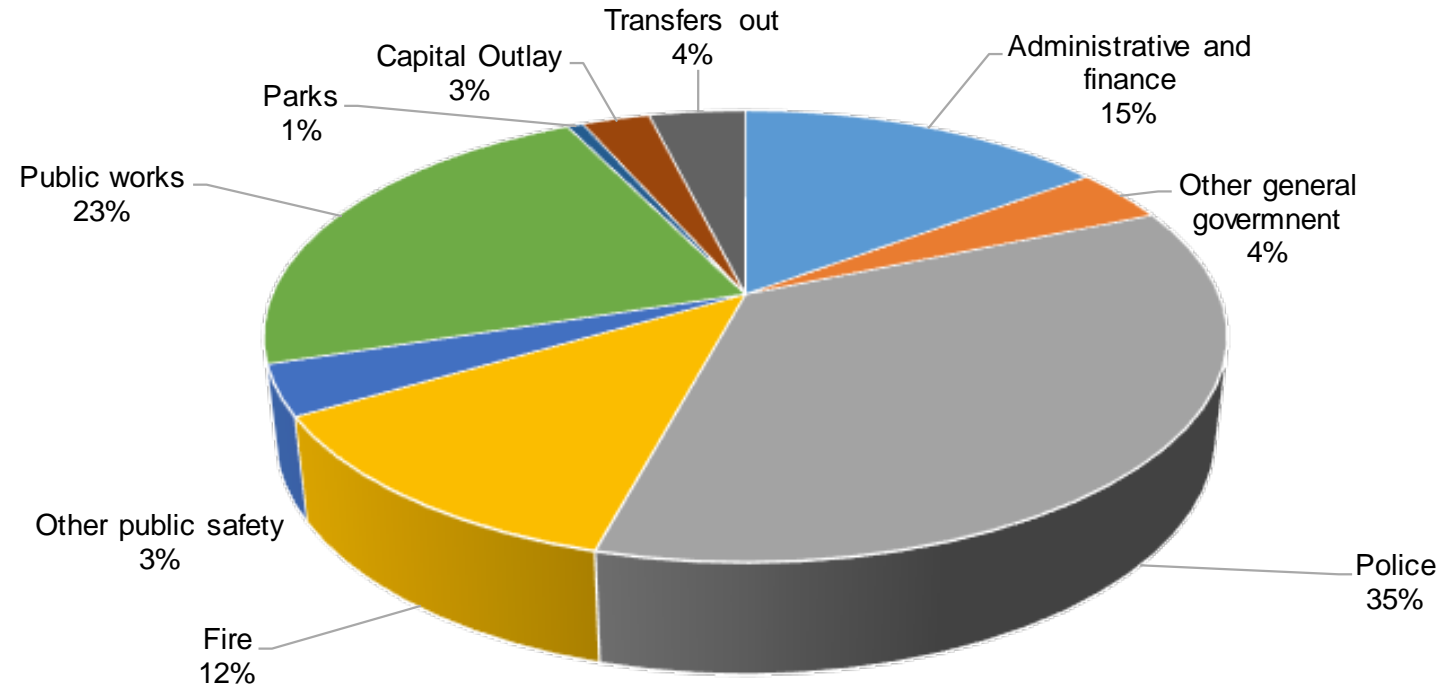
Total Expenditures

<u>\$ 3,326,128</u>

2021 Projected General Fund Expenditures



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Key Changes - General Fund



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- Overall general fund levy increase is 8 percent, remaining flat at 39.19%
- Road tiling and chip sealing funded at \$50,000 each.
- LMCIT Insurance budgeted with 6% increase over prior year
- Workers Comp Insurance at 5% increase
- Public works capital outlay transfers budgeted at \$60,000
- General Fund transfer out fund balance budgeted at \$68,771

Recommended Action:

- Approve the final levy and budget as presented and certify to the County.

Questions?



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BUDGET MEMO

TO: CITY ADMINISTRATOR
FROM: AEM FINANCIAL SOLUTIONS, LLC
SUBJECT: 2021 BUDGET POINTS MEMO
DATE: 11/24/2020

Introduction

Upon your request, we have summarized the estimated 2021 tax capacity and market value information.

Budget Format

The 2021 Budget included the Council approved priorities for each department. These will continue to be reviewed and updated as needed.

Key Items in this Year's Budget

- The tax levy is remaining flat with approximately 39.77 percent.
- This budget also continues to fully fund capital needs. Additionally, the amount allocated to Road Tiling and Sealcoating was increased to \$50,000 each.
- LMCIT Insurance was budgeted with 6% increase over prior year and Workers Comp Insurance at 5% increase for 2021.
- Public works capital outlay transfers budgeted at \$60,000 for 2021, consistent to the Capital Improvement Plan.
- Transfer out from General Fund for fund balance budgeted at \$68,771.
- Fire and Police protection reflected per individual department budgets.
- Other departments budgeted increases are at 3% or less.

Taxation Notification Summary Chart for Taxes Payable 2021

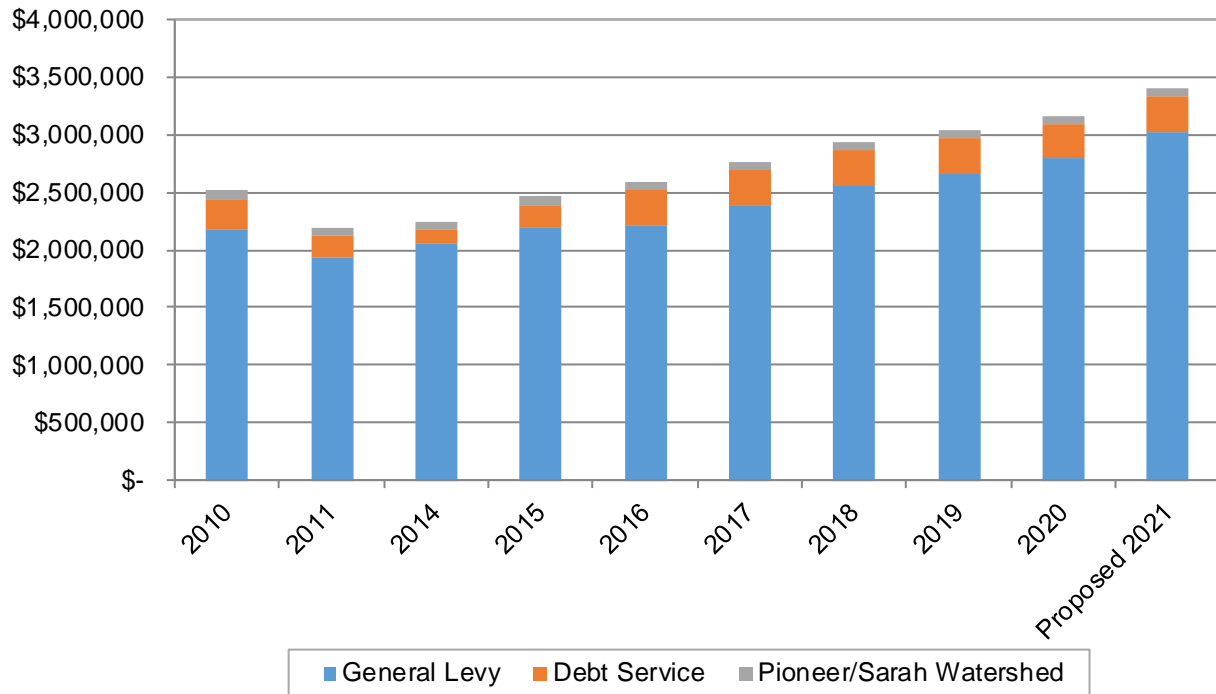
Due Date	EDA and City Levy Process
9/30/2020	The EDA must pass a resolution authorizing the proposed 2021 EDA levy
9/30/2020	The City must pass a resolution and file with the County the exact amount of the proposed 2021 EDA levy. The due date of the City property tax levy is September 30, 2020.
9/30/2020	At one meeting, the City Council adopts the proposed property tax levy and announces the time and place of a future City Council meeting at which the budget and levy will be discussed and public input allowed, prior to final budget and levy determination. This public input meeting must occur after November 24, 2020 and must start at or after 6:00 PM. The time and place of the public input meeting must be included in the minutes but newspaper publication of the minutes is not required. This information must be filed with the County Auditor.
11/25/20 - 12/28/20	EDA must pass a resolution approving the 2021 EDA levy
11/25/20 - 12/28/20	City must pass a resolution approving the 2021 EDA levy
11/25/20 - 12/28/20	City Council must hold a meeting to discuss the budget and property tax levy and, before a final determination, all public input.
12/28/20	City must file the certificate of compliance (form TNT - 2021) with the Department of Revenue by December 28, 2020.

Tax Levy Summary

Overall, the tax levy includes levies for general operations, city infrastructure and debt services. The initial levy for the 2020 bond issue is reflected in the total. The levy included an overall 9.48 percent increase from 2020. The 2020 budgeted and 2021 tax levies are listed below.

	2020 Budget	Proposed Budget	Increase (Decrease)	% Change
General	\$ 2,796,381	3,020,168	\$ 223,787	8.00%
Debt Service				
2006 GO Improvement Bonds	109,200	-	(109,200)	-100.00%
2010 GO Improvement Bonds	15,957	12,272	(3,685)	-23.09%
2015 GO Tax Abatement Bonds	166,463	175,363	8,900	5.35%
2020A GO Bonds	-	122,895	122,895	
Total City Operating Levy	\$ 3,088,001	\$ 3,330,698	\$ 242,697	7.86%
Pioneer/Sarah Watershed Taxing District	\$ 66,330	\$ 64,510	\$ (1,820)	-2.74%

Levy Summary 2010 to 2021 Projected



Summary of the City's Tax Capacity

The estimated tax capacity increased 8.88% for 2021.

The past three years with comparison to the average percentage change for Hennepin County is listed below:

	2017 Pay 2018	2018 Pay 2019	2019 Pay 2020	2020 Pay 2021	% Change	% Change (County-wide)
Commercial	\$ 148,233	\$ 132,398	\$ 132,398	\$ 173,522	31.06%	6.10%
Industrial	232,138	181,280	185,485	259,582	39.95%	16.00%
Apartment	-	-	-	-	0.00%	13.58%
Residential	5,877,038	6,165,584	6,288,886	6,678,923	6.20%	11.73%
Farm	804,874	831,410	900,121	1,022,320	13.58%	0.87%
Other	-	-	-	-	0.00%	-4.52%
Total	\$ 7,062,283	\$ 7,310,672	\$ 7,506,890	\$ 8,134,347	8.36%	9.57%

The current tax capacity and historical tax capacity rates are summarized below for Independence and three relatively comparable Hennepin County Cities. The major difference between Independence and the three comparable cities is the large commercial tax base.

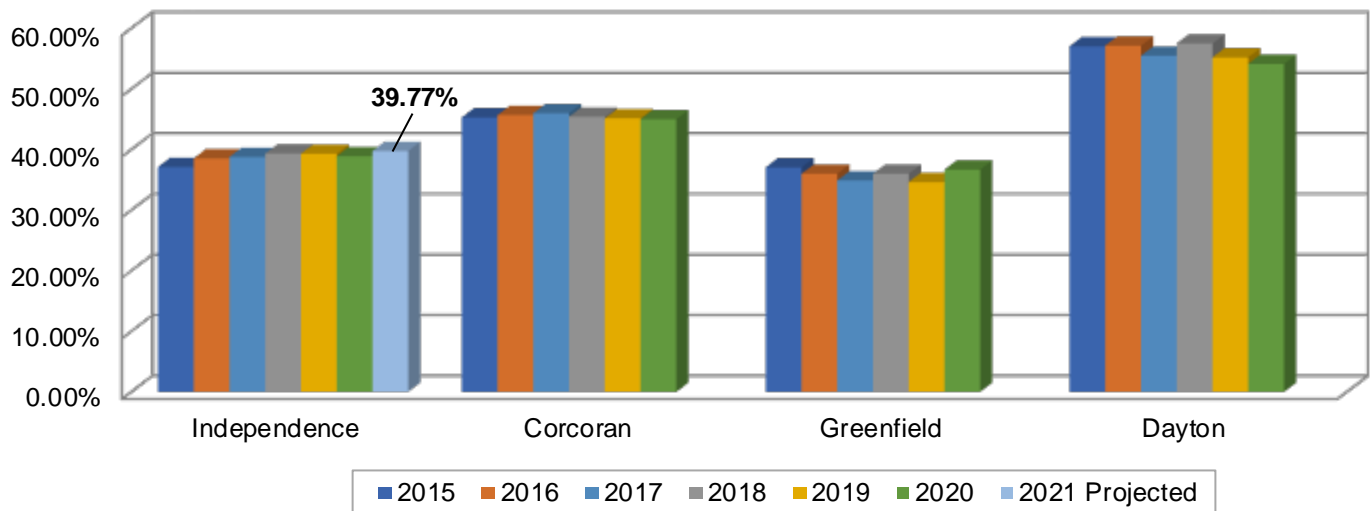
Tax Capacity by Property Type - Estimated 2020 Pay 2021

City of Independence Tax Rate History Compared to other similar sized Hennepin County Cities:

	Independence	Corcoran	Greenfield	Dayton
Commercial	\$ 173,522	\$ 448,975	\$ 202,430	\$ 478,257
Industrial	259,582	482,130	431,295	1,681,107
Apartment	-	-	-	55,253
Residential	6,678,923	8,847,176	4,452,798	8,089,760
Farm	1,022,320	1,075,085	475,309	626,819
Other	-	74,780	-	138,750
Total	\$ 8,134,347	\$ 10,928,146	\$ 5,561,832	\$ 11,069,946

Tax Capacity Rates

	Independence	Corcoran	Greenfield	Dayton
2015	37.13%	45.31%	37.06%	57.03%
2016	38.54%	45.69%	35.99%	57.15%
2017	38.78%	45.99%	34.88%	55.47%
2018	39.34%	45.41%	36.00%	57.49%
2019	39.31%	45.16%	34.63%	55.21%
2020	38.91%	45.01%	36.69%	54.14%
2021 Projected	39.77%			



Staffing

Data related to the number of full time equivalent positions is noted below:

Summary of FTES by Department	2018	2019	2020	2021
City Council	5.00	5.00	5.00	5.00
Adminstration	1.45	1.45	1.45	1.47
Streets	2.20	2.20	2.20	2.26
Building Inspection	0.86	0.86	0.86	0.88
Subtotal General Fund	9.51	9.50	9.49	9.60
Sewer	1.05	1.05	1.05	1.13
Total	10.56	10.55	10.54	10.73

General Fund Summary

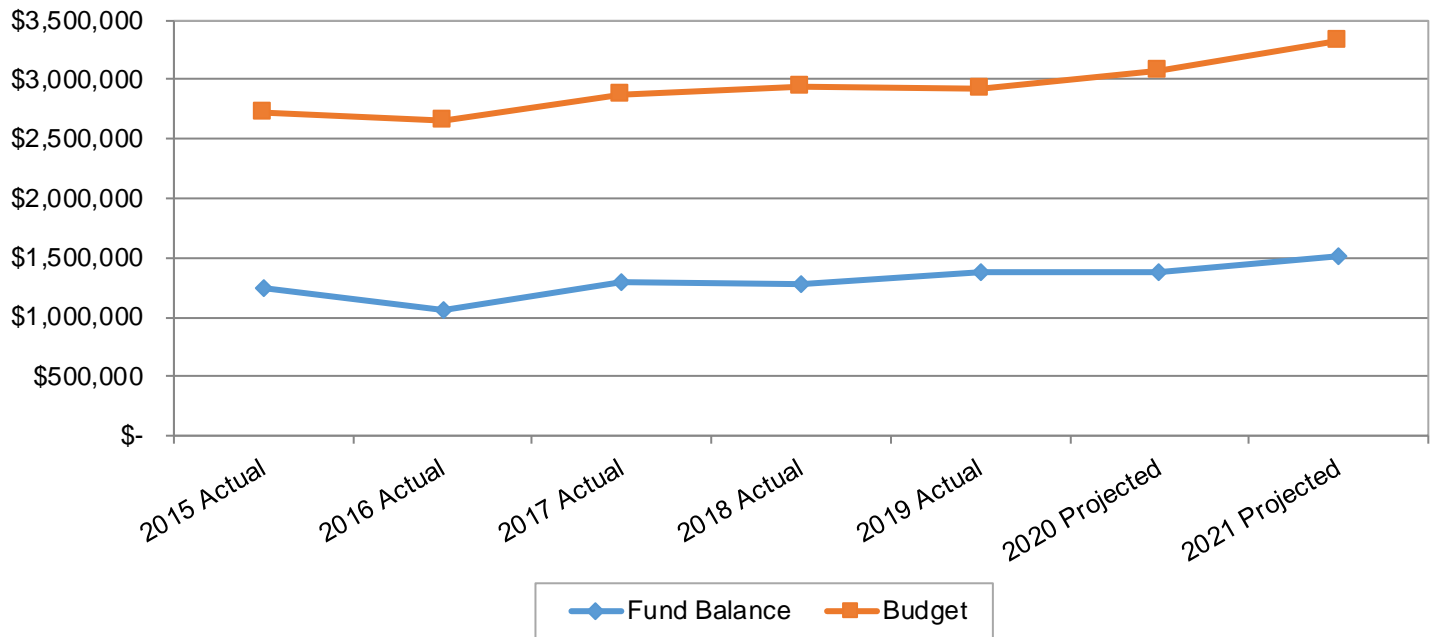
2021 General Fund Summary Budget

	Actual 2019	Budget 2020	Budget 2021	Increase/ (Decrease)	Percent Change
Revenues					
Taxes	\$ 2,612,827	\$ 2,796,381	\$ 3,020,168	\$ 223,787	8.00%
Licenses and permits	240,990	169,458	190,070	20,612	12.16%
Intergovernmental	44,345	16,000	16,000	-	0.00%
Charges for services	36,220	41,150	41,150	-	0.00%
Fines and forfeitures	45,292	47,740	47,740	-	0.00%
Special assessments	-	-	-	-	0.00%
Interest on investments	8,444	5,000	5,000	-	0.00%
Miscellaneous	71,827	6,000	6,000	-	0.00%
Transfers in	-	-	-	-	0.00%
Total Revenues	\$ 3,059,945	\$ 3,081,729	\$ 3,326,128	\$ 244,399	7.93%
	Actual 2019	Budget 2020	Budget 2021	Increase/ (Decrease)	Percent Change
Expenditures					
Mayor and City Council	\$ 19,020	\$ 23,235	\$ 23,610	\$ 375	1.61%
Financial administration	427,574	450,448	468,146	17,698	3.93%
Election	3,052	6,050	5,300	(750)	-12.40%
Planning and zoning	35,713	31,110	34,930	3,820	12.28%
Water resource	305	8,520	-	(8,520)	-100.00%
General government buildings	35,427	48,593	44,170	(4,423)	-9.10%
Legal services	34,112	42,548	43,830	1,282	3.01%
Police	1,121,681	1,148,183	1,182,630	34,447	3.00%
Fire	390,343	404,513	409,096	4,583	1.13%
Building inspection	114,282	118,101	120,197	2,096	1.77%
Streets	583,926	610,134	681,649	71,515	11.72%
Street lighting	5,194	3,002	3,090	88	2.93%
Recycling	51,100	51,500	68,850	17,350	33.69%
Parks	13,440	20,792	21,430	638	3.07%
Capital outlay - General government	15,234	40,000	40,000	-	0.00%
Capital outlay - public safety	-	-	430	430	0.00%
Capital outlay - public works	300	-	50,000	50,000	0.00%
Transfer out	68,623	75,000	128,770	53,770	71.69%
Total Expenditures	2,919,325	3,081,729	3,326,128	244,399	7.93%
Net Change	\$ 140,620	\$ -	\$ (0)	\$ (0)	

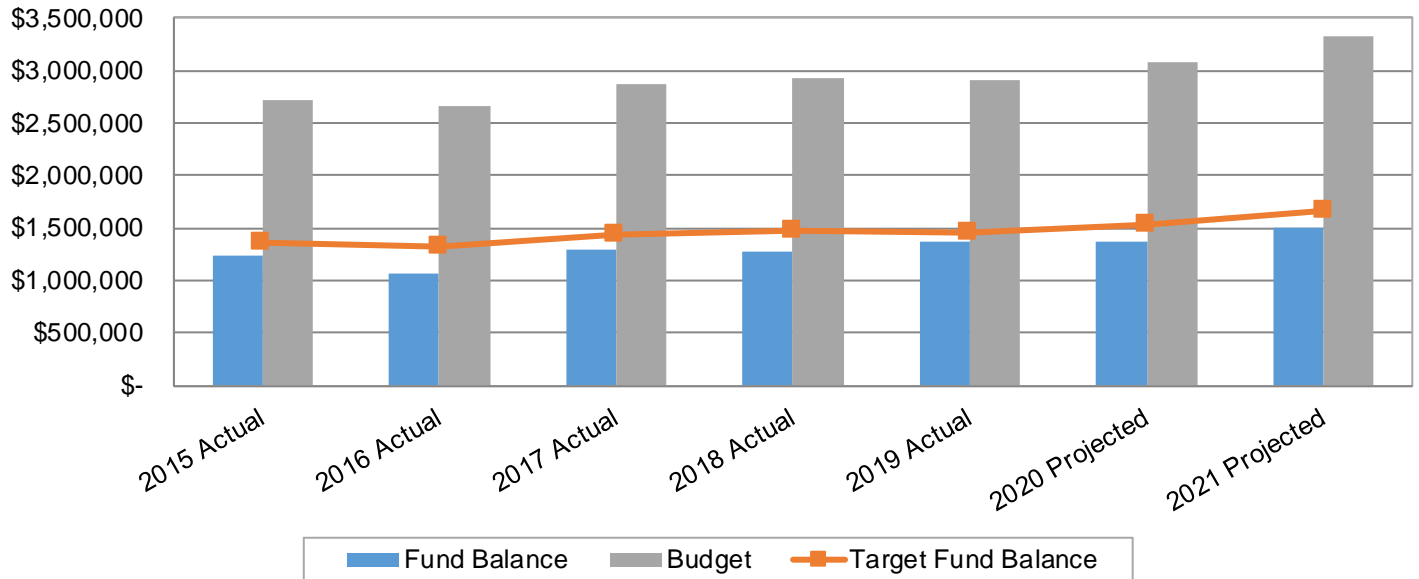
General Fund Balance

The City has built a healthy fund balance which can contribute to a positive bond rating and mitigates the potential for needing short term borrowing. It will be important to continue to maintain reserve levels at 40 to 50 percent. A summary of the general fund balance history and 2020 budget is as follows. It should be noted that the future projections assume a 3% increase in expenses and a breakeven budget which results in the City eroding reserves levels when viewed as a present of expenditures.

Year	Fund Balance December 31	General Fund Budget	Percent of Fund Balance to Budget
2015 Actual	\$ 1,240,733	\$ 2,725,126	45.5%
2016 Actual	1,068,422	2,655,366	40.2%
2017 Actual	1,294,566	2,873,565	45.1%
2018 Actual	1,279,825	2,934,508	43.6%
2019 Actual	1,378,021	2,919,325	47.2%
2020 Projected	1,378,021	3,081,729	44.7%
2021 Projected	1,513,021	3,326,128	45.5%



General Fund Balance as a Percentage of Expenditures



Pioneer/Sarah Watershed Summary

Account	Description	Actual 2018	Actual 2019	YTD 2020	Budget 2020	Budget 2021
200-31010	Ad Valorem Taxes	\$ 63,068	\$ 60,585	\$ 34,407	\$ 63,170	\$ 61,350
200-31020	Delinquent Taxes	-	-	-	-	-
200-31040	Fiscal Disparities	2,085	2,326	1,079	3,160	3,160
200-34103	Zoning/Subdivision Fee	-	-	-	-	-
200-34108	Administrative Charges/Reimbursements	500	-	-	-	-
200-36210	Interest Earnings	302	463	84	-	-
200-36230	Misc. Revenue/Refunds	-	-	-	-	-
200-36261	Event Revenues	-	-	-	-	-
Total Revenues		65,955	63,374	35,571	66,330	64,510
200-41920-303	Engineering	\$ 120	\$ -	\$ -	\$ -	\$ -
200-41920-309	Pioneer-Sarah Watershed Comm.	50,440	49,500	50,655	50,000	49,500
200-41920-310	Other Consulting Fees	-	-	-	1,090	1,090
200-41920-320	Water Resource Staff	4,105	19,827	6,549	3,500	2,180
200-41920-350	Printing&Publications-(Legals)	-	-	-	810	810
200-41920-433	Misc. Dues/Fees	515	530	530	-	-
200-41920-540	Capital Outlay (Mtg Grant Fnd)	-	-	-	-	-
200-41920-570	Capital Outlay (Project Cost)	280	-	-	10,930	10,930
Total Expenses		55,459	69,857	57,734	66,330	64,510
Change in Fund Balance		\$ 10,496	\$ (6,483)	\$ (22,164)	\$ -	\$ -

Capital Planning

Public Works Equipment Fund

City Staff has reviewed the existing capital needs of the department and determined the following represent anticipated expenditures over the next seven years.

City of Independence, Minnesota
Capital Improvement Plan - Public Works Equipment Fund 403
Schedule of Planned Capital Outlay 2021 to 2028

				2021	2022	2023	2024	2025	2026	2027	2028
Department	Year to Replace	Item	Cost	Estimated Amounts	Estimated Amounts	Estimated Amounts	Estimated Amounts	Estimated Amounts	Estimated Amounts	Estimated Amounts	Estimated Amounts
Public works	2018	Shop Sweeper	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public works	2019	(5) 800 MHz Radios	15,000	-	-	-	-	-	-	-	-
Public works	2020	Tandem	250,000	-	-	-	-	-	-	-	-
Public works	2021	S-10 Pickup (Replace with 3/4 Ton	50,000	50,000	-	-	-	-	-	-	-
Public works	2024	Road Side Mower (Replacement)	11,000	-	-	-	11,000	-	-	-	-
Public works	2027	Tractor & Loader	100,000	-	-	-	-	-	-	100,000	-
Public works	2026	New Truck Tandem Axel	250,000	-	-	-	-	-	250,000	-	-
Public works	2027	Lawn Mower	30,000	-	-	-	-	-	-	30,000	-
Public works	2028	Hot Mix Patching Roll-off	12,000	-	-	-	-	-	-	-	12,000
Public works	2029	Single Axel	200,000	-	-	-	-	-	-	-	-
Public works	2030	Generator	50,000	-	-	-	-	-	-	-	-
Public works	2032	Grader	150,000	-	-	-	-	-	-	-	-
Public works	2032	Pay Loader	150,000	-	-	-	-	-	-	-	-
Public works	NA	Road Packer	-	-	-	-	-	-	-	-	-
Public works	NA	Tanks for Tandem	4,422	-	-	-	-	-	-	-	-
Public works	NA	Trailer	-	-	-	-	-	-	-	-	-
				<u>\$ 50,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 11,000</u>	<u>\$ -</u>	<u>\$ 250,000</u>	<u>\$ 130,000</u>	<u>\$ 12,000</u>

City Staff created a cash flow analysis for the Public Works Equipment Fund for the next seven years.

City of Independence, Minnesota
Cash Flow - Public Works Equipment Fund 403

	2021	2022	2023	2024	2025	2026	2027	2028
Beginning Balance	\$ 27,218	\$ 37,218	\$ 97,218	\$ 157,218	\$ 206,218	\$ 266,218	\$ 76,218	\$ 6,218
Revenues	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Expenditures	50,000	-	-	11,000	-	250,000	130,000	12,000
Ending Balance	<u>\$ 37,218</u>	<u>\$ 97,218</u>	<u>\$ 157,218</u>	<u>\$ 206,218</u>	<u>\$ 266,218</u>	<u>\$ 76,218</u>	<u>\$ 6,218</u>	<u>\$ 54,218</u>

Capital Planning (Continued)

Administrative Fund

City Staff has reviewed the existing capital needs for improvements to City Hall and determined the following represent the anticipated expenditures over the next two years.

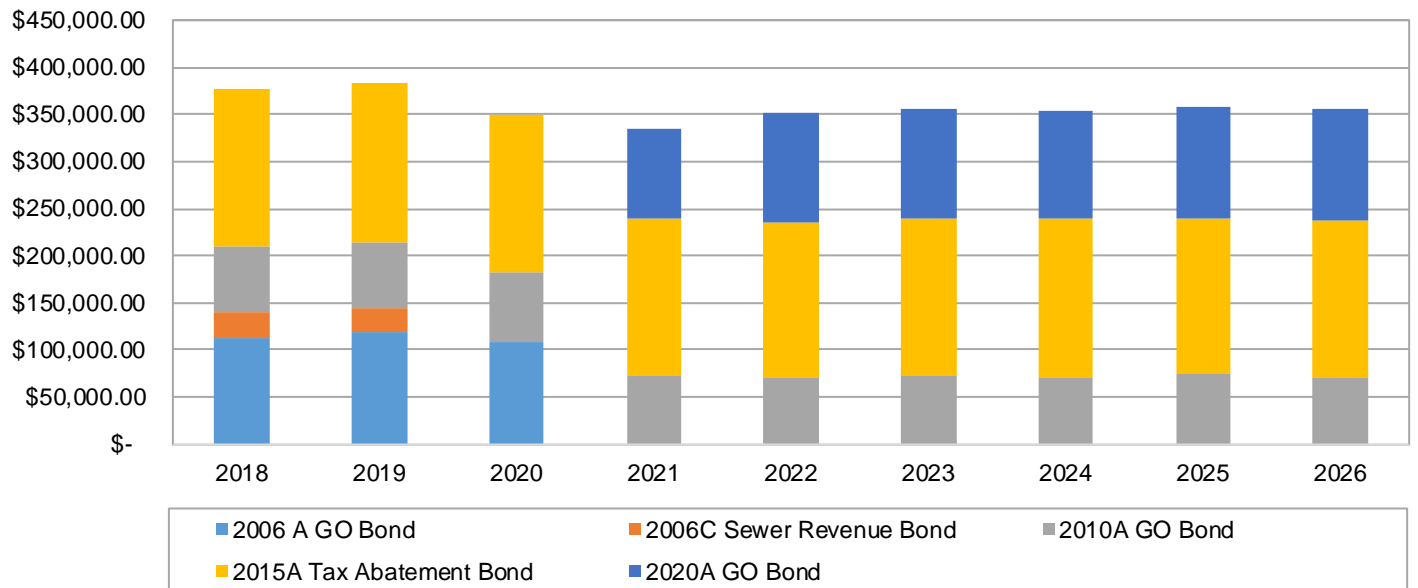
City of Independence, Minnesota
Capital Improvement Plan - Administrative Fund 404
Schedule of Planned Capital Outlay 2020 to 2023

Department	Year	Item	Cost	2021	2022	2023
				Estimated Amounts	Estimated Amounts	Estimated Amounts
General government	2014	City Hall Addition - Council Chambers	\$ -	\$ -	\$ -	\$ -
General government	2031	City Hall Parking Lot (origianl paid by 2015 bond)	67,000	-	-	-
General government	2023	Office Equipment - Furnishing	5,000	-	-	5,000
General government	2036	Paint Exterior	27,500	-	-	-
General government	2031	City Hall Carpet	20,000	-	-	-
General government	2026	Mechanical Electric	32,500	-	-	-
General government	2025	Refurbish Sole House	10,000	-	-	-
				<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,000</u>

Debt Schedule

City of Independence Bond Payment Schedule

Fund	Maturity Date		Total Remaining	2020	2021	2022	2023	2024	2025	2026
309 2006A GO Capital Improvement Bonds	12/1/2020	Principal	105,000	105,000						
309 2006A GO Capital Improvement Bonds	12/1/2020	Interest	4,200	4,200						
		Total	109,200	109,200	-	-	-	-	-	-
602 2010A GO Improvement	2/1/2026	Principal	450,000	60,000	60,000	60,000	65,000	65,000	70,000	70,000
602 2010A GO Improvement	2/1/2026	Interest	53,725	13,530	11,775	9,915	7,929	5,816	3,570	1,190
		Total	503,725	73,530	71,775	69,915	72,929	70,816	73,570	71,190
314 2015A GO Tax Abatement Bond	2/1/2026	Principal	1,085,000	145,000	150,000	150,000	155,000	160,000	160,000	165,000
314 2015A GO Tax Abatement Bond	2/1/2026	Interest	84,431	21,463	18,513	15,513	12,463	9,113	5,513	1,856
		Total	1,169,431	166,463	168,513	165,513	167,463	169,113	165,513	166,856
3xx 2020A GO Bond	2/1/2041	Principal	3,760,000			35,000	35,000	35,000	40,000	40,000
3xx 2020A GO Bond	2/1/2041	Interest	1,090,166		93,437	81,518	80,468	79,418	78,293	77,093
		Total	4,850,166	-	93,437	116,518	115,468	114,418	118,293	117,093



City of Independence
2021 Budget

		Final		YTD		Budget		
Account	Description	2017	2018	2019	2020	2020	2021	from PY Budget
Taxes								
100-31010	AD VALOREM TAXES	\$ 2,277,890	\$ 2,443,587	\$ 2,512,725	\$ 1,434,374	\$ 2,671,905	\$ 2,912,081	8.99%
100-31030	BONDS & INTEREST	-	-	-	-	-	-	0.00%
100-31040	FISCAL DISPARITIES	83,067	90,469	100,102	60,965	124,476	108,087	-13.17%
Total Taxes		2,360,957	2,534,056	2,612,827	1,495,339	2,796,381	3,020,168	8.00%
Licenses and permits								
100-32100	BUSINESS LICENSES	17,200	17,592	18,080	\$ 16,177	13,240	13,240	0.00%
100-32210	BUILDING PERMIT	224,483	166,031	167,141	86,470	150,648	146,260	-2.91%
100-32211	PLAN REVIEW	-	-	48,264	28,120	-	25,000	0.00%
100-32240	ANIMAL LICENSES	775	460	600	240	570	570	0.00%
100-32250	MISC. LICENSES & PERMITS	3,560	4,086	6,905	5,930	5,000	5,000	0.00%
Total Licenses and Permits		246,018	188,169	240,990	136,937	169,458	190,070	12.16%
Intergovernmental								
100-33400	STATE GRANT	39,716	39,716	-	-	-	-	0.00%
100-33401	LOCAL GOVERNMENT AID	18,118	18,367	18,565	-	8,000	8,000	0.00%
100-33402	PROPERTY TAX CREDITS (HACA)	-	-	-	-	-	-	0.00%
100-33403	MISC. TAX CREDITS	-	-	-	-	-	-	0.00%
100-33610	CTY. GRANTS & AID (STREETS)	14,712	14,524	17,035	-	-	-	0.00%
100-33620	COUNTY GRANTS & AID (OTHER)	11,678	9,966	8,745	7,092	8,000	8,000	0.00%
100-33630	C.D.B.G./MISC. CREDIT	-	-	-	-	-	-	0.00%
Total Intergovernmental		84,224	82,573	44,345	7,092	16,000	16,000	0.00%
Charges for Services								
100-34103	ZONING/SUBDIVISION FEE	6,550	10,500	6,336	\$ 4,250	12,000	12,000	0.00%
100-34104	WATER RESOURCE FEES	100	2,000	5,200	1,000	-	-	0.00%
100-34105	SALE-MAPS,PUBLICATION,COPIES	241	-	-	10	-	-	0.00%
100-34107	ASSESSMENT SEARCH FEES	-	275	250	75	150	150	0.00%
100-34108	ADMINISTRATIVE CHARGES/REIMBUR	24,308	30,719	20,467	2,936	28,000	28,000	0.00%
100-34305	PUBLIC WORKS REIMBURSEMENTS	630	732	842	44	600	600	0.00%
100-34306	BUILDING INSPECTIONS REIMBURSE	395	62	2,474	6,199	400	400	0.00%
100-34307	PLANNING/ZONING REIMB. DEVL.	2,130	1,500	-	-	-	-	0.00%
100-34308	LEGAL FEE/ REIMB. DEV.	-	-	-	-	-	-	0.00%
100-34309	ENG. FEE/ REIMB. DEV.	-	-	-	-	-	-	0.00%
100-36242	PARK RENTAL FEE	-	-	650	-	-	-	0.00%
100-34310	MINNEHAHA WATERSHED REIMBURSEMENT	-	-	-	-	-	-	0.00%
Total Charges for Services		34,355	45,787	36,220	14,514	41,150	41,150	0.00%
Fines and Forfeitures								
100-35000	COURT FINES/DOG IMPOUNDING	48,421	46,593	45,292	23,857	47,740	47,740	0.00%
Total Fines and Forfeitures		48,421	46,593	45,292	23,857	47,740	47,740	0.00%

City of Independence
2021 Budget

		Final		YTD		Budget		
Account	Description	2017	2018	2019	2020	2020	2021	from PY Budget
Special Assessments								
100-36100	SPECIAL ASSESS/INT (CTY. PYMT)	\$ -	\$ 6,374	\$ -	\$ -	\$ -	\$ -	0.00%
Total Special Assessments		-	6,374	-	-	-	-	0.00%
Interest on Investments								
100-36210	INTEREST EARNINGS	4,347	7,445	8,444	3,502	5,000	5,000	0.00%
Total Interest on Investments		4,347	7,445	8,444	3,502	5,000	5,000	0.00%
Miscellaneous								
100-36220	INSURANCE PREMIUM REFUND	2,321	1,327	905	-	3,500	3,500	0.00%
100-36230	MISC. CONTRIB./REFUND	27,439	939	69,772	158	500	500	0.00%
100-36231	DONATIONS	-	4,550	-	-	-	-	0.00%
100-36240	COMMUNITY CENTER REVENUES	1,350	1,500	500	150	2,000	2,000	0.00%
100-36242	PARK RENTAL FEE	500	500	650	-	-	-	0.00%
100-36250	SALES TAX (COLLECTED)	-	(45)	-	-	-	-	0.00%
100-36260	FESTIVAL REVENUES	-	-	-	-	-	-	0.00%
100-36261	EVENT REVENUES	-	-	-	-	-	-	0.00%
100-39102	COMPENSATION FOR LOSS OF GEN	-	-	-	-	-	-	0.00%
100-39900	PROCEEDS FROM LEASE	15,508	-	-	-	-	-	0.00%
Total Miscellaneous		47,118	8,771	71,827	308	6,000	6,000	0.00%
Transfers								
100-39200	Transfer in	-	-	-	-	-	-	0.00%
Total Transfers		-	-	-	-	-	-	0.00%
Total		2,825,440	2,919,767	3,059,945	1,681,549	3,081,729	3,326,128	7.93%
Mayor and Council								
100-41000-100	MAYOR'S SALARY	3,000	3,000	3,000	1,500	3,000	3,000	0.00%
100-41000-103	COUNCIL SALARIES	7,200	6,784	7,200	3,600	7,200	7,200	0.00%
100-41000-122	FICA(6.2) MEDICARE (1.45)	780	780	780	390	780	780	0.00%
100-41000-321	COMMUNICATIONS	-	-	-	-	-	-	0.00%
100-41000-331	CONFERENCE & TRAVEL	7,649	18,554	6,175	1,123	9,000	9,270	3.00%
100-41000-360	WORKERS COMP INSURANCE	1,080	-	-	-	-	-	0.00%
100-41000-361	INSURANCE	-	1,128	1,297	1,238	1,375	1,420	3.27%
100-41000-405	MISCELLANEOUS	60	-	238	-	230	240	4.35%
100-41000-433	DUES & SUBSCRIPTIONS	1,309	109	329	200	1,650	1,700	3.03%
Total Mayor and Council		21,078	30,355	19,020	8,051	23,235	23,610	1.61%
Election								
100-41410-102	ELECTION OFFICIAL'S WAGES (PT)	885	2,553	928	1,988	1,500	2,500	66.67%
100-41410-210	OPERATING SUPPLIES/MTN EQUIP.	983	1,081	1,858	-	1,000	1,030	3.00%
100-41410-350	PRINTING & PUBLICATIONS	730	2,143	-	-	750	770	2.67%
100-41410-351	BALLOT PRINTING	-	-	-	-	-	-	0.00%
100-41410-405	MISCELLANEOUS	918	1,176	266	109	2,800	1,000	-64.29%
Total Election		3,515	6,952	3,052	2,097	6,050	5,300	-12.40%

City of Independence
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Account	Description	Final			YTD	Budget		from PY Budget
		2017	2018	2019	2020	2020	2021	
Financial Administration								
100-41500-101	WAGES (FULL-TIME)	\$ 42,402	\$ 45,796	\$ 48,901	\$ 32,611	\$ 52,345	\$ 53,388	1.99%
100-41500-102	WAGES (PART-TIME)	26,409	35,093	34,513	21,798	37,651	37,651	0.00%
100-41500-103	WAGES (TEMPORARY HELP)	-	-	-	-	-	-	0.00%
100-41500-121	PERA	5,164	6,241	6,295	4,081	6,750	6,830	1.19%
100-41500-122	FICA/MEDICARE	4,469	6,364	6,390	4,107	6,885	6,966	1.18%
100-41500-131	CITY PAID BENEFIT ALLOWANCE-LI	10,433	24,202	28,072	18,313	25,036	24,786	-1.00%
100-41500-133	COBRA EMPLOYEE INSURANCE	-	-	-	-	-	-	0.00%
100-41500-200	OFFICE SUPPLIES	4,396	5,182	6,119	1,864	4,635	4,770	2.91%
100-41500-301	AUDITING FEES	10,090	10,270	10,270	12,600	12,600	12,980	3.02%
100-41500-305	CPA FEES	74,244	75,266	69,513	46,645	70,225	72,330	3.00%
100-41500-302	ADMINSTRATION CONSULTING	-	-	91,728	56,156	98,213	111,300	13.33%
100-41500-310	OTHER CONSULTING EXPENSE	84,032	107,153	12,627	-	20,450	15,000	-26.65%
100-41500-313	UNCOLLECTED PROJECT EXPENSES	-	32,115	2,778	-	-	-	0.00%
100-41500-315	ASSESSOR'S FEE	60,000	62,000	65,000	-	61,800	69,000	11.65%
100-41500-321	COMMUNICATIONS	3,755	5,769	7,248	5,789	4,095	4,220	3.05%
100-41500-322	POSTAGE	824	1,528	904	-	1,700	1,750	2.94%
100-41500-330	TRANSPORTATION	-	-	-	-	-	-	0.00%
100-41500-331	TRAVEL & CONFERENCE EXPENSE	1,428	1,323	575	-	1,648	1,700	3.16%
100-41500-350	PRINTING&PUBLICATIONS-(LEGALS)	8,544	13,079	13,281	5,716	13,390	13,790	2.99%
100-41500-360	WORKERS COMP INSURANCE	7,302	7,941	7,263	6,550	9,262	9,725	5.00%
100-41500-361	INSURANCE	-	1,325	1,342	1,238	1,488	1,530	2.82%
100-41500-404	MAINT.&REPAIR EQUIP.(CONTRACT)	2,705	175	-	5,532	4,367	2,000	-54.20%
100-41500-405	MISCELLANEOUS	1,522	1,505	1,804	16,738	1,545	1,590	2.91%
100-41500-433	DUES & SUBSCRIPTIONS	8,210	4,192	8,214	2,253	9,557	9,840	2.96%
100-41500-480	COVID 19	-	-	-	2,000	-	-	0.00%
100-41500-602	LEASE/PURCHASE (COPIER)	6,454	3,764	4,736	3,476	4,169	4,290	2.90%
100-49000-720	TRANSFERS OUT	-	-	-	-	-	-	0.00%
100-49000-800	CONTINGENCY	-	-	-	-	-	-	0.00%
100-49240-375	CLAIM DEDUCTIBLE	-	-	-	500	577	590	2.25%
100-49240-620	AGENCY FEES	1,700	2,000	-	-	2,060	2,120	2.91%
100-49300-720	TRANSFER OUT	-	48,950	-	-	-	68,770	0.00%
Total Financial Administration		364,084	501,234	427,574	247,966	450,448	536,916	19.20%
Capital Outlay - General Government								
100-41500-560	CAPITAL OUTLAY (OFFICE EQUIP)	-	1,841	11,333	20,359	40,000	40,000	0.00%
100-41500-570	CAPITAL OUTLAY (COMPUTER EQUIP	15,508	-	269	-	-	-	0.00%
100-41940-510	C.O. (LAND AND BUILDING)	28,819	4,610	3,632	-	-	-	0.00%
Total Capital Outlay - General Government		44,327	6,451	15,234	20,359	40,000	40,000	0.00%

City of Independence
2021 Budget

Account	Description	Final		YTD		Budget		from PY Budget
		2017	2018	2019	2020	2020	2021	
Legal Services								
100-41600-304	CIVIL, LEGAL (K&G)	\$ 48,689	\$ 19,733	\$ 14,950	\$ 13,699	\$ 17,388	\$ 17,910	3.00%
100-41600-306	PROSECUTION (C&C)	16,812	19,215	16,415	8,372	22,660	23,340	3.00%
100-41600-312	CODIFICATION OF ORDINANCES	-	2,330	2,747	797	2,500	2,580	3.20%
100-41600-405	MISC.	-	-	-	-	-	-	0.00%
Total Legal Services		65,501	41,277	34,112	22,868	42,548	43,830	3.01%
Planning and Zoning								
100-41900-307	PLANNER CONSULTING	24,064	26,460	30,561	18,939	26,328	30,000	13.95%
100-41900-311	WATER RESOURCE STAFF FEE	551	-	-	-	-	-	0.00%
100-41900-360	WORKERS COMP INSURANCE	5,498	-	-	-	-	-	0.00%
100-41900-361	INSURANCE	-	4,949	4,511	4,332	4,782	4,930	3.09%
100-41900-405	MISC.	-	84	640	-	-	-	0.00%
Total Planning and Zoning		30,113	31,493	35,713	23,271	31,110	34,930	12.28%
Water Resource								
100-41920-311	WATER RESOURCE STAFF FEE	-	-	-	-	1,090	-	-100.00%
100-41920-330	TRANSPORTATION	-	-	-	-	-	-	0.00%
100-41920-320	WATER RESOURCE STAFF	1,628	(1,005)	305	-	7,430	-	-100.00%
100-41920-331	OTHER CONSULTING FEES (PS)	-	-	-	-	-	-	0.00%
Total Water Resource		1,628	(1,005)	305	-	8,520	-	-100.00%
General Government Buildings								
100-41940-321	COMMUNICATIONS	12,225	10,584	8,650	1,347	13,534	10,000	-26.11%
100-41940-350	ADVERTISING (COMM. CENTER)	-	-	-	-	-	-	0.00%
100-41940-360	WORKERS COMP INSURANCE	2,253	-	-	-	-	-	0.00%
100-41940-361	INSURANCE	-	2,317	3,377	3,653	3,580	3,690	3.07%
100-41940-380	UTILITIES (NSP,GAS,LINEN)	2,814	8,632	7,890	4,306	12,000	12,360	3.00%
100-41940-384	GARBAGE PICK-UP	1,240	1,266	1,321	1,040	1,270	1,310	3.15%
100-41940-401	MAINT.&REPAIR BLD	10,301	11,467	8,132	3,198	12,519	13,600	8.63%
100-41940-402	MUSEUM	-	-	-	-	150	150	0.00%
100-41940-403	GROUND MAINTENANCE	-	-	580	-	540	560	3.70%
100-41940-404	SNOW REMOVAL	-	-	-	-	-	-	0.00%
100-41940-405	MISCELLANEOUS	4,845	4,223	5,478	2,587	5,000	2,500	-50.00%
Total General Government Buildings		33,677	38,490	35,427	16,130	48,593	44,170	-9.10%

**City of Independence
2021 Budget**

		Final		YTD		Budget		
Account	Description	2017	2018	2019	2020	2020	2021	from PY Budget
Police								
100-42400-301	AUDITING FEES	\$ -	\$ -	-	-	\$ -	\$ -	0.00%
100-42000-405	MISCELLANEOUS	1,121	-	2,589	609	1,190	1,230	3.36%
100-42000-440	CONTRACT	1,089,403	1,114,388	1,115,052	691,186	1,145,343	1,179,700	3.00%
100-42000-441	ROOM & BOARD	-	-	-	-	-	-	0.00%
100-42000-442	PRISONER BOOKING	1,030	920	4,041	1,007	1,650	1,700	3.03%
100-42000-461	BUILDING CODE SURCHARGE	-	-	-	-	-	-	0.00%
Total Police		1,091,554	1,115,308	1,121,681	692,802	1,148,183	1,182,630	3.00%
Fire								
100-42000-450	FIRE PROTECTION	332,979	356,229	390,343	221,778	404,513	409,096	1.13%
Total Fire		332,979	356,229	390,343	221,778	404,513	409,096	1.13%
Animal Control								
100-42000-470	ANIMAL CONTROL	-	-	-	-	-	-	0.00%
Total Animal Control		-	-	-	-	-	-	0.00%
Building Inspection								
100-42400-101	WAGES (FULL-TIME)	75,417	73,670	79,429	50,875	78,803	\$ 80,380	2.00%
100-42400-104	WAGES- (TEMP HELP)	443	-	-	-	-	-	0.00%
100-42400-121	PERA	5,604	5,649	5,953	3,816	5,910	6,028	2.00%
100-42400-122	FICA/MEDICARE	4,677	5,759	6,029	3,830	6,028	6,149	2.01%
100-42400-131	CITY PAID BENEFIT ALLOWANCE-LI	14,936	13,969	12,538	11,697	15,545	15,390	-1.00%
100-42400-200	OFFICE SUPPLIES	941	322	237	-	700	720	2.86%
100-42400-212	VEHICLE OPER.SUPPLIES(FUEL,ETC	710	760	764	1,083	800	820	2.50%
100-42400-310	OTHER CONSULTING EXPENSE	284	1,334	346	-	500	520	4.00%
100-42400-321	COMMUNICATIONS	1,650	1,764	1,977	1,130	2,016	2,080	3.17%
100-42400-331	CONFERENCE & TRAVEL	265	819	2,498	187	2,500	2,580	3.20%
100-42400-360	WORKERS COMP INSURANCE	3,136	3,176	2,905	2,620	3,533	3,710	5.01%
100-42400-361	INSURANCE	-	1,251	1,451	1,395	1,366	1,410	3.22%
100-42400-405	MISCELLANEOUS	-	-	-	-	-	-	0.00%
100-42400-433	DUES & SUBSCRIPTIONS	644	550	155	160	400	410	2.50%
Total Building Inspection		108,707	109,023	114,282	76,792	118,101	120,197	1.77%
Capital Outlay - Public Safety								
100-42400-570	CAPITAL OUTLAY (EQUIP PURCHA	1,297	-	-	-	-	430	0.00%
100-42000-570	C. O.	-	-	-	-	-	-	0.00%
Total Capital Outlay - Public Safety		1,297	-	-	-	-	430	0.00%

City of Independence
2021 Budget

Account	Description	Final		YTD		Budget		from PY Budget
		2017	2018	2019	2020	2020	2021	
Streets								
100-43100-101	WAGES (FULL-TIME)	\$ 160,143	\$ 165,929	204,974	108,618	\$ 143,830	\$ 151,832	5.56%
100-43100-102	WAGES (PART-TIME)	204	-	-	690	-	-	0.00%
100-43100-121	PERA	12,931	13,829	13,159	8,197	10,787	11,387	5.56%
100-43100-122	FICA/MEDICARE	10,517	13,223	13,453	8,169	11,003	11,615	5.56%
100-43100-131	CITY PAID BENEFIT ALLOWANCE	26,378	35,557	32,593	21,342	35,999	35,640	-1.00%
100-43100-210	OPERATING SUPPLIES	240	-	269	1,715	660	680	3.03%
100-43100-212	VEHICLE OPER.SUPPLIES(FUEL,ETC	12,190	20,428	22,635	8,167	23,875	24,590	2.99%
100-43100-217	SIGNS	4,341	5,268	4,045	2,105	6,500	6,700	3.08%
100-43100-218	UNIFORMS	2,441	2,703	4,363	1,499	2,884	2,970	2.98%
100-43100-219	CULVERTS	4,402	2,499	7,543	-	5,150	5,300	2.91%
100-43100-220	MAINT.&REPAIR SUPPLIES (EQUIP)	18,681	21,846	24,029	10,508	23,690	24,400	3.00%
100-43100-223	MAINT. & REPAIR SUPPLIES(BLDG.)	4,090	4,321	5,943	2,899	4,923	5,070	2.99%
100-43100-224	ROAD MANT>MATERIALS (ON-GOING)	105,257	118,641	62,252	96,691	72,120	74,280	3.00%
100-43100-225	RD.UPGRADING MAT.(CAP.IMPROVE)	-	-	-	-	-	-	0.00%
100-43100-226	BLACKTOP MATERIAL	51,797	30,527	38,540	-	45,025	46,380	3.01%
100-43100-227	EQUIPMENT CONTRACT HIRE	560	-	375	-	1,061	1,090	2.73%
100-43100-240	SMALL TOOLS & MINOR EQUIPMENT	-	-	1,057	-	340	350	2.94%
100-43100-301	AUDITING FEES	-	-	-	-	-	-	0.00%
100-43100-303	ENGINEERING	4,541	2,035	11,661	6,837	9,635	9,920	2.96%
100-43100-310	OTHER CONSULTING EXPENSE	-	-	-	-	-	-	0.00%
100-43100-321	COMMUNICATIONS (PHONE,E-MAIL)	5,333	5,865	6,652	4,115	5,770	5,940	2.95%
100-43100-331	TRAVEL,CONF.,EDUC.EXPENSE	485	600	600	-	1,092	1,120	2.56%
100-43100-350	PRINTING & PUBLICATIONS	981	-	1,158	-	3,605	3,710	2.91%
100-43100-360	WORKERS COMP INSURANCE	11,512	7,941	7,263	6,550	8,833	9,275	5.00%
100-43100-361	INSURANCE	-	6,856	9,442	9,477	7,485	7,710	3.01%
100-43100-380	UTILITIES	7,888	8,386	7,236	5,680	10,439	10,750	2.98%
100-43100-381	STREET LIGHTING	6,701	4,922	5,194	3,659	3,002	3,090	2.93%
100-43100-384	GARBAGE PICK-UP	26	-	-	-	494	510	3.24%
100-43100-402	WEED CONTROL	-	-	-	-	-	-	0.00%
100-43100-405	MISCELLANEOUS	-	36	499	125	268	280	4.48%
100-43100-403	SEAL COATING	-	-	-	-	-	-	0.00%
100-43100-404	ROAD TILING	-	-	-	-	-	-	0.00%
100-43100-407	SNOW REMOVAL-MATERIALS	27,259	26,977	36,353	-	28,984	29,850	2.99%
100-43100-408	DUST CONTROL	61,200	60,094	61,040	62,457	73,160	75,350	2.99%
100-43100-412	BRUSH & TREE REMOVAL	2,160	7,565	1,280	-	15,450	15,910	2.98%
100-43100-413	SALES/FUEL TAX & LICENSE	10	96	-	116	536	550	2.61%
100-43100-415	SAC CHARGES	-	-	-	-	577	590	2.25%
100-43100-418	WEED CONTROL			2,306	-	3,090	3,180	2.91%
100-43100-420	GOPHER STATE ONE-CALL	1,375	1,419	1,408	936	1,967	2,030	3.20%
100-43100-421	SEAL COATING			-	-	24,148	50,000	107.06%
100-43100-422	ROAD TILING			-	-	24,148	50,000	107.06%
100-43100-430	SAFETY PROGRAM (AWAIR, ETC.	1,800	2,195	1,800	1,800	1,967	2,030	3.20%
100-43100-433	MEMBERSHIP DUES	102	-	-	-	639	660	3.29%
100-43100-720	TRANSFER OUT	-	60,000	68,623	37,500	75,000	60,000	-20.00%
Total Streets		545,545	629,757	657,744	409,851	688,137	744,739	8.23%

City of Independence
2021 Budget

		Final			YTD	Budget		from PY Budget
Account	Description	2017	2018	2019	2020	2020	2021	
Capital Outlay - Public Works								
100-43100-550	C.O. (ROAD IMPROV. - 802)	\$ -	\$ -	-	-	\$ -	\$ -	0.00%
100-43100-560	CAPITAL OUTLAY (OFFICE EQUIP.)	-	-	-	-	-	-	0.00%
100-43100-570	C.O. (EQUIP. PURCH. -803)	7,000	4,611	300	12,500	-	50,000	0.00%
100-43100-580	C.O. (PUBLIC WORKS BLD. -801)	-	-	-	-	-	-	0.00%
Total Capital Outlay - Public Works		7,000	4,611	300	12,500	-	50,000	0.00%
Recycling								
100-43200-383	RECYCLING EXPENSES	48,874	49,035	50,885	34,294	-	68,850	0.00%
100-43200-405	MISCELLANEOUS	230	-	-	-	-	-	0.00%
100-43200-411	CLEAN-UP DAY	905	(133)	215	-	-	-	0.00%
Total Recycling		50,009	48,901	51,100	34,294	51,500	68,850	33.69%
Park								
100-45100-120	COMMUNITY EVENT CONTRIBUTIONS	6,158	4,644	3,292	-	6,900	7,110	3.04%
100-45100-405	MISCELLANEOUS	-	-	-	-	-	-	0.00%
100-45200-409	YOUTH GROUPS	-	-	-	-	660	680	3.03%
100-45300-210	SUPPLIES & MATERIALS	-	1,368	100	-	1,090	1,120	2.75%
100-45300-220	REPAIRS & MAINTENANCE (MOWING)	6,902	6,379	6,516	6,043	6,387	6,580	3.02%
100-45300-230	EQUIPMENT PURCHASES	-	-	-	-	560	580	3.57%
100-45300-310	OTHER CONSULTING EXPENSE	-	-	-	-	560	580	3.57%
100-45300-331	CONFERENCE & TRAVEL	-	-	-	-	-	-	0.00%
100-45300-350	PRINTING&PUBLICATIONS-(LEGALS)	-	-	-	-	-	-	0.00%
100-45300-361	INSURANCE	2,955	3,039	3,533	3,872	3,745	3,860	3.07%
100-45300-380	UTILITIES/WASTE REMOVAL	-	-	-	-	660	680	3.03%
100-45300-405	MISCELLANEOUS	-	-	-	-	230	240	4.35%
100-45300-451	FESTIVAL EXPENDITURES	-	-	-	-	-	-	0.00%
Total Park		16,015	15,430	13,440	9,915	20,792	21,430	3.07%
Total		2,717,030	2,934,508	2,919,325	1,798,673	3,081,729	3,326,128	7.93%
Revenues Over (Under) Expenditures		108,410	(14,741)	140,620	(117,124)	-	(0)	
Other Financing Sources								
100-39101	SALE OF LAND	-	-	-	-	-	-	
Total Other Financing Sources		-	-	-	-	-	-	
Net Change in General Fund Fund Balance		\$ 108,410	\$ (14,741)	\$ 140,620	\$ (117,124)	\$ -	\$ (0)	

MINUTES OF A REGULAR MEETING OF THE
INDEPENDENCE CITY COUNCIL
TUESDAY, NOVEMBER 17, 2020 –6:30 P.M.

1. CALL TO ORDER.

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

3. PLEDGE OF ALLEGIANCE.

Mayor Johnson led the group in the Pledge of Allegiance.

2. ROLL CALL (Note: all noted present were “virtually” present

PRESENT: Mayor Johnson, Councilors Spencer and Grotting

ABSENT: Councilor Betts and McCoy

STAFF: City Administrator Kaltsas, Assistant to Administrator Horner, City Attorney Horner

VISITORS: Glen Hartman

3. ****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 October 20, 2020 Regular City Council Meeting.
- b. Approval of City Council Minutes from the November 10, 2020 Special City Council Meeting.
- c. Approval of Accounts Payable; Check Numbers 20043 to 20071.

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

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

5. REPORTS OF BOARDS AND COMMITTEES BY COUNCIL AND STAFF

Spencer attended the following meetings:

- Highway 12 Safety Coalition Meeting (zoom)
- City Council Work Session

Grotting attended the following meetings:

- City Council Workshop

McCoy attended the following meetings:

Betts attended the following meetings:

Johnson attended the following meetings:

- Planning Commission Meeting (zoom)
- Highway 12 Towards Zero Deaths (2 webinars)
- Two Orono School Board Meetings (zoom)
- Sensible Land Use Coalition Meetings (zoom)
- State of the County Meeting (zoom)
- Met with Assessor Atkinson and Kaltsas (zoom)
- Election Judge
- Highway 12 Safety Coalition Meeting (zoom)
- Lorraine Koch funeral
- Regional Council of Mayors Meeting (zoom)
- City Council Workshop
- Highway 55 Corridor Coalition Executive Committee Meeting (zoom)
- SCS Finance Meeting (zoom)
- Small Cities Council Meeting (zoom)

Horner attended the following meetings:

- Met with BKV architects
- City Council Workshop

Kaltsas attended the following meetings:

- Urban Land Institute Meeting on the Status of the Economy (zoom)

7. Discussion to Approve Payment of Routine and Previously Contracted Claims.

a. RESOLUTION 20-1117-2020

Kaltsas said the Council is being asked to consider approval of the proposed resolution allowing routine and previously contracted bill payments prior to scheduled City Council meeting dates and payment claim listing will be provided at the subsequent council meeting. To eliminate late payments, the proposed resolution allows the City Administrator to approve claims payments before council meetings. The City Administrative Official will present to the City Council at the first council meeting after payment of claims a list of the claims paid and an explanation of the payment.

Motion by Grotting, second by Spencer to approve RESOLUTION 20-1117-2020 subject to auditors review approving payment of Routine and Previously Contracted Claims. Ayes: Johnson, Grotting and Spencer. Nays: None. Absent: Betts and McCoy. Abstain. None. MOTION DECLARED CARRIED.

8. City Hall Renovation Update:

a. Consider approval of Alternate Bid Items.

Kaltsas said the City Hall bids included a series of add alternates that staff would like to review with Council. The City bid the following add alternates:

1. Community room parking lot: Remove existing asphalt and base course, prep soils and install seed for limits indicated on landscape planting plan.

2. Millwork in Conference 127 (large conference room): Remove and replace existing millwork countertops at north and south side of the room with solid surface SSQ-1.

3. Ceiling fans in Lobby A and Lobby B: Provide (1) 84" dia. fan at Lobby A and (2) 84" dia. fans at Lobby B. Hunter Trak model, no light, 54" rod, medium gray. <https://www.hunterfan.com/pages/industrial-commercial-ceiling-fans-trak> Our engineers have proposed these as an optional feature to address air stratification in the lobby spaces, given their height and our skylights. Spaces will be comfortable without these fans, which would specifically move warm air down from the ceiling rather than letting it naturally rest at the level of the trusses.

4. Replace carpet and base at eleven rooms in West Hennepin Public Safety, as indicated on the drawings. Work includes: a. Removal of existing sheet carpeting and adhered carpet base. Includes portion requiring cutting around existing millwork to remain at open office areas. b. Wall patching and repair at gwb partitions, including paint touch ups. c. Installation of new carpet and resilient wall base.

6. This alternate and the associated pricing was identified to be inaccurate at the time the bids were provided. Staff will not be recommending approval of this alternate and will want to revisit the raised planter beds adjacent to the rear patio at a future time with Rochon Corp.

7. Use similar stone tile in lieu of concrete to match interior flooring on the rear patio spaces.

Alt #1 Cmty Pkg Lot	\$13,850.00
Alt #2 Millwork Top	\$5,120.00
Alt #3 Destrat Fans	\$9,850.00
Alt #4 Cpt/Base at WHPS	\$22,300.00
Alt #5 NOT USED	
Alt #6 Raised Planting Bed	\$23,100.00
Alt #7 East Patio Finish	\$3,650.00
Alt #8 NOT USED	

Based on staff and Council discussion at the most recent workshop, staff is recommending the following alternatives to be approved by City Council:

Alternate #1: \$13,850

Alternate #2: \$5,120

Alternate #3: \$9,850

Alternate #4: \$22,300

Alternate #7: \$3,650

TOTAL: \$54,770

It is recommended that the City Council approve Alternates 1, 2, 3, 4 and 7 and authorize the City Administrator and Mayor to execute the requisite contract documents adding those alternates to the contract scope.

Motion by Spencer, second by Grotting to approve Alternates 1, 2, 3, 4 and 7 (\$54,770 total) and authorize the City Administrator and Mayor to execute the requisite contract documents adding those alternates to the contract scope. Ayes: Johnson, Grotting and Spencer. Nays: None. Absent: Betts and McCoy. Abstain. None. MOTION DECLARED CARRIED.

8. OPEN/MISC.

Kaltsas gave an update on the status of the 2020 Comp Plan per the request of Mayor Johnson. Kaltsas said the Comp Plan was submitted to Met Council quite awhile ago. He noted there were issues over how to calculate our density and affordable housing so the City may need to amend this part of the plan. He noted Covid has caused a delay of about six months.

9. ADJOURN.

Motion by Spencer, second by Grotting to adjourn at 7:21 p.m. Ayes: Johnson, Grotting and Spencer. Nays: None. Absent: Betts and Spencer. None. Abstain. None. MOTION DECLARED CARRIED.

Respectfully Submitted,
Trish Gronstal/ Recording Secretary



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Fax: (952) 448-8805
Bolton-Menk.com

November 6, 2020

City of Independence
Attn: Mr. Mark Kaltsas
1920 County Road 90
Maple Plain, MN 55359

Re: 2020 Overlay Project

Dear Mr. Kaltsas:

Enclosed is Payment Request No. 3 from Wm. Mueller and Sons, Inc. for work completed on the 2020 Overlay Project through October 30, 2020. This estimate includes the crack repairs on Copeland Road and Stephanie Way and reduces the retainage to 0%. The warranty period will start November 1, 2020, but the contract will remain open until the striping on Providence Curve is completed. Once a decision is made on the striping Wm. Mueller and Sons will coordinate the striping next spring.

We have reviewed the estimate, verified the quantities, and recommend payment in the amount of **\$83,902.96**.

Please contact me if you have any questions or need additional information.

Sincerely,
BOLTON & MENK, INC.

Andrew L. Budde
Principal Engineer

Contractor's Application for Payment

Owner: <u>City of Independence</u>	Owner's Project No.: <u>N/A</u>
Engineer: <u>Philip J. Schrupp</u>	Engineer's Project No.: <u>C16.119985</u>
Contractor: <u>Wm. Mueller and Sons, Inc.</u>	Contractor's Project No.: _____
Project: <u>2020 Overlay</u>	
Contract: _____	
Application No.: <u>3</u>	Application Date: <u>11/24/2020</u>
Application Period: From <u>7/31/2020</u>	to <u>10/27/2020</u>

1. Original Contract Price	\$ 952,794.65
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 952,794.65
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 922,098.49
5. Retainage	
a. _____ X \$ 922,098.49 Work Completed	\$ -
b. _____ X \$ - Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ -
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 922,098.49
7. Less previous payments (Line 6 from prior application)	\$ 838,195.53
8. Amount due this application	\$ 83,902.96
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 30,696.16

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Wm. Mueller and Sons, Inc.

Signature: _____ **Date:** _____

Recommended by Engineer	Approved by Owner
By: <u>Philip Schrupp</u>	By: _____
Title: <u>Project Engineer</u>	Title: _____
Date: <u>11/24/2020</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Independence						Owner's Project No.:	N/A			
Engineer:	Philip J. Schrupp						Engineer's Project No.:	C16.119985			
Contractor:	Wm. Mueller and Sons, Inc.						Contractor's Project No.:				
Project:	2020 Overlay										
Contract:											
Application No.:	3		Application Period:	From	07/31/20		to	10/27/20		Application Date:	10/29/20
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
1	MOBILIZATION	1.00	LUMP SUM	29,000.00	29,000.00	1.00	29,000.00		29,000.00	100%	-
2	TRAFFIC CONTROL	1.00	LUMP SUM	10,650.00	10,650.00	1.00	10,650.00		10,650.00	100%	-
3	MILL BITUMINOUS PAVEMENT (VARIES)	10,900.00	SQ YD	2.45	26,705.00	6,902.00	16,909.90		16,909.90	63%	9,795.10
4	GRAVEL APPROACH TIE IN GRADING	7.00	EACH	455.00	3,185.00	12.00	5,460.00		5,460.00	171%	(2,275.00)
5	AGGREGATE SURFACING CL 2	2,915.00	TON	35.05	102,170.75	1,576.91	55,270.70		55,270.70	54%	46,900.05
6	SUBGRADE EXCAVATION (EV)	90.00	CU YD	29.00	2,610.00	-	-		-		2,610.00
7	STABILIZING AGGREGATE (CV)	90.00	CU YD	30.00	2,700.00	-	-		-		2,700.00
8	ADJUST FRAME AND RING CASTING	10.00	EACH	825.00	8,250.00	1.00	825.00		825.00	10%	7,425.00
9	MANHOLE RISER RING	4.00	EACH	205.00	820.00	2.00	410.00		410.00	50%	410.00
10	FULL DEPTH BITUMINOUS PATCH	270.00	SQ YD	41.85	11,299.50	213.00	8,914.05		8,914.05	79%	2,385.45
11	BITUMINOUS SURFACE CRACK REPAIR	4,090.00	LIN FT	6.95	28,425.50	3,900.00	27,105.00		27,105.00	95%	1,320.50
12	TYPE SP12.5 WEARING COURSE MIX (2,B)	11,900.00	TON	58.90	700,910.00	12,578.42	740,868.94		740,868.94	106%	(39,958.94)
13	BITUMINOUS FLUME SEALCOAT	81.00	SQ YD	10.00	810.00	81.00	810.00		810.00	100%	-
14	4" SOLID WHITE STRIPE (PAINT)	3,230.00	LIN FT	0.14	452.20	-	-		-		452.20
15	8" SOLID WHITE STRIPE (PAINT)	3,140.00	LIN FT	0.28	879.20	-	-		-		879.20
16	4" DOUBLE YELLOW STRIPE (PAINT)	3,300.00	LIN FT	0.28	924.00	-	-		-		924.00
17	LANDSCAPE ALLOWANCE	1.00	ALLOWANCE	10,000.00	10,000.00	1.29	12,871.40		12,871.40	129%	(2,871.40)
18	WORK ORDER #1: REPLACE CASTING ON LINDGREN	1.00	LUMP SUM	100.00	100.00	1.00	100.00		100.00	100%	-
19	WORK ORDER #2: EXTRA DRIVEWAY @ 5740 PROVIDENCE	1.00	LUMP SUM	622.50	622.50	1.00	622.50		622.50	100%	-
20	WORK ORDER #3 BITUMINOUS CRACK REPAIR	1.00	LUMP SUM	12,281.00	12,281.00	1.00	12,281.00		12,281.00	100%	-
Original Contract Totals					\$ 952,794.65		\$ 922,098.49	\$ -	\$ 922,098.49	97%	\$ 30,696.16



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Bolton-Menk.com

MEMORANDUM

Date: November 12, 2020
To: Cory Hoernemann – William. Muller & Sons
From: Andrew Budde – Bolton & Menk, Inc.
Subject: Independence 2020 Overlay – Warranty Start Date
City of Independence, MN
Project No.: C16.119985

As part of the 2020 Overlay project for the City of Independence striping was proposed to be done on Providence Curve. During construction, the Providence Homeowners Association requested an alternate striping configuration be laid out on Providence Curve. A decision could not be made by the Homeowners Association prior to adverse cold temperatures set in. William Mueller and Sons finished all other work and punch list items and requested that the warranty period for the project start on November 1, 2020. The City of Independence will grant William Mueller and Sons their request to start the warranty period with the understanding that when a decision is made on the striping William Mueller and Sons will coordinate all efforts needed to stripe Providence Curve as requested.

Contractor: William Mueller and Sons, Inc.

Signature:

Date: 11/5/2020

If you have any questions please contact Andrew Budde at 612-756-2486 or andrew.budde@bolton-menk.com.



RESOLUTION NO. 20-1201-01

RESOLUTION CERTIFYING DELINQUENT SEWER SERVICE CHARGE AS SPECIAL ASSESSMENTS

WHEREAS, the records of the billing department of the City of Independence lists certain accounts delinquent for the year 2020 (a copy of which is with the City Clerk); and

WHEREAS, the consumer has been notified of the delinquent account according to the legal requirement of the law; and

WHEREAS, Minnesota Statutes authorizes collection of delinquent accounts by certification to the county tax rolls for collection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Independence, Minnesota to direct the County Auditor of Hennepin County to place the delinquent accounts, consisting of principal and interest thereon at the rate of 5% of the payable 2021 tax rolls.

List of Delinquent Accounts

<u>Address</u>	<u>Amount</u>
5355 Sunset Lane	\$11.00
5695 Lake Sarah Heights Dr.	\$1,201.20
4885 Perkinsville Rd.	\$1,201.20
5725 Lake Sarah Heights Dr.	\$1,201.20
5080 Fern Dr.	\$913.00
5065 County Rd 11	\$1,291.22
5275 County Rd 11	\$964.98
3925 Independence Rd.	\$964.98
3690 Independence Rd.	\$964.98

This resolution was adopted by the City Council of the City of Independence on this 1st day of December 2020 by a vote of ____ ayes and ____ nays.

ATTEST:

Marvin Johnson, Mayor

Mark Kaltsas, City Administrator

City of Independence

League of Minnesota Cities Insurance Trust Tort Liability Waiver

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: December 1, 2020

Discussion:

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

Requested Action:

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

ATTACHMENTS: LMCIT Waiver Form



CONNECTING & INNOVATING
SINCE 1913

LIABILITY COVERAGE – WAIVER FORM

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

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

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

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

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

LMCIT Member Name

Check one:

- ☐ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04.
- ☐ The member **WAIVES** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04 to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council/governing body meeting _____

Signature _____ Position _____

City of Independence

Discussion and Direction Regarding CUP for 3315 County Road 19 N.

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: December 1, 2020

Discussion:

Last year the City completed its regular compliance review of all conditional use permits in the City. Following inspection of the majority of conditional use permits and after an extended period of time and opportunities were granted to property owners to bring non-compliant properties into compliance, it was recommended that a handful of conditional use permits be considered for revocation. The City Council revoked a number of conditional use permits in February 2019 based on non-compliance or no longer being used by the property owner. The property located at 3315 County Road 92 N. was notified of a hearing for revocation at the February 5th City Council Meeting. The property identification number was mistakenly not included in the revocation resolution. The City identified this error and looked to make a correction at the July 30, 2019 City Council Meeting.

The City Council considered the matter at the July 2019 meeting. The future buyer of the property was in attendance at the meeting and asked the City Council to consider postponing a decision on the CUP revocation. The buyer described his intent to clean the property and bring it into compliance with applicable conditions associated with the conditional use permit. Council discussed the matter and ultimately made a decision to table revocation of the CUP. After a lengthy Council discussion, it was noted that the purpose for tabling the CUP was to allow the buyer and opportunity to consider and make application for an Interim Use Permit. The Interim Use Permit would allow a reasonable public process to be authenticated and relevant current details of the business to be considered by the City.

The purchaser of the subject property, Vincent Velie, made an application to the City in October of 2019 for an Interim Use Permit. The City reviewed and processed the IUP. The Planning Commission considered the IUP in February 2020 and were unable to pass a motion to approve nor deny the application. Ultimately, the IUP was withdrawn by the applicant before City Council consideration on the matter.

At the request of Mr. Velie's Attorney, the City inspected the site in April 2020. The City prepared a letter with the findings of the inspection. A copy of the inspection letter is attached to this report. Mr. Velie's Attorney has also provided the City with a list of equipment and vehicles on the property that Mr. Velie does not use in his business. The City has also received several additional letters or correspondence from neighboring property owners relating to the use of the property in 2019 and 2020.

In addition to the inspection made by staff, West Hennepin Public Safety has been called to the property for several additional complaints. Mr. Velie's Attorney has prepared an additional letter to the City relating to a concern addressed by WHPS on June 26th, 2020. It should be noted that WHPS had visited the site prior to this incident and had given the owner a verbal warning to discontinue burning on the property.

Recommendation:

The City Council is being asked to consider the information presented and to provide direction to staff relating to the status of the revocation of the existing conditional use permit that was tabled in 2019.

ATTACHMENTS: **Original Conditional Use Permit**
 Neighboring Property Owner Letters
 Private Vehicle List
 Letter from Owners Attorney



July 27, 2020

Vincent Velie
3315 County Road 92 N
Independence, MN 55359

RE: 3315 County Road 92 N. – Conditional Use Permit Application

Dear Vincent,

A Conditional Use Permit (CUP) allowing a landscaping, irrigation and snowplowing business was granted to the prior owner of your property via Resolution 94-1025-02 in 1994. Following the withdrawal of your application for an interim use permit, the City of Independence has reviewed the condition of your business and property, and I inspected the site on March 26, 2020.

Inspection of the property along with continued correspondence from surrounding property owners has aided the City in identifying areas of noncompliance with the 1994 CUP which governs use of the subject property. As a result of not being compliant with the approved CUP, the property is in violation of applicable zoning ordinances. The City would like to work with you to remedy the identified issues immediately and bring the property into full conformity with all applicable CUP conditions and zoning ordinance requirements.

The conditions of the City's approval were stated in Resolution 94-1025-02 which was approved by the Independence City Council on October 25, 1994 and is attached hereto. In particular, the CUP specified the following requirements:

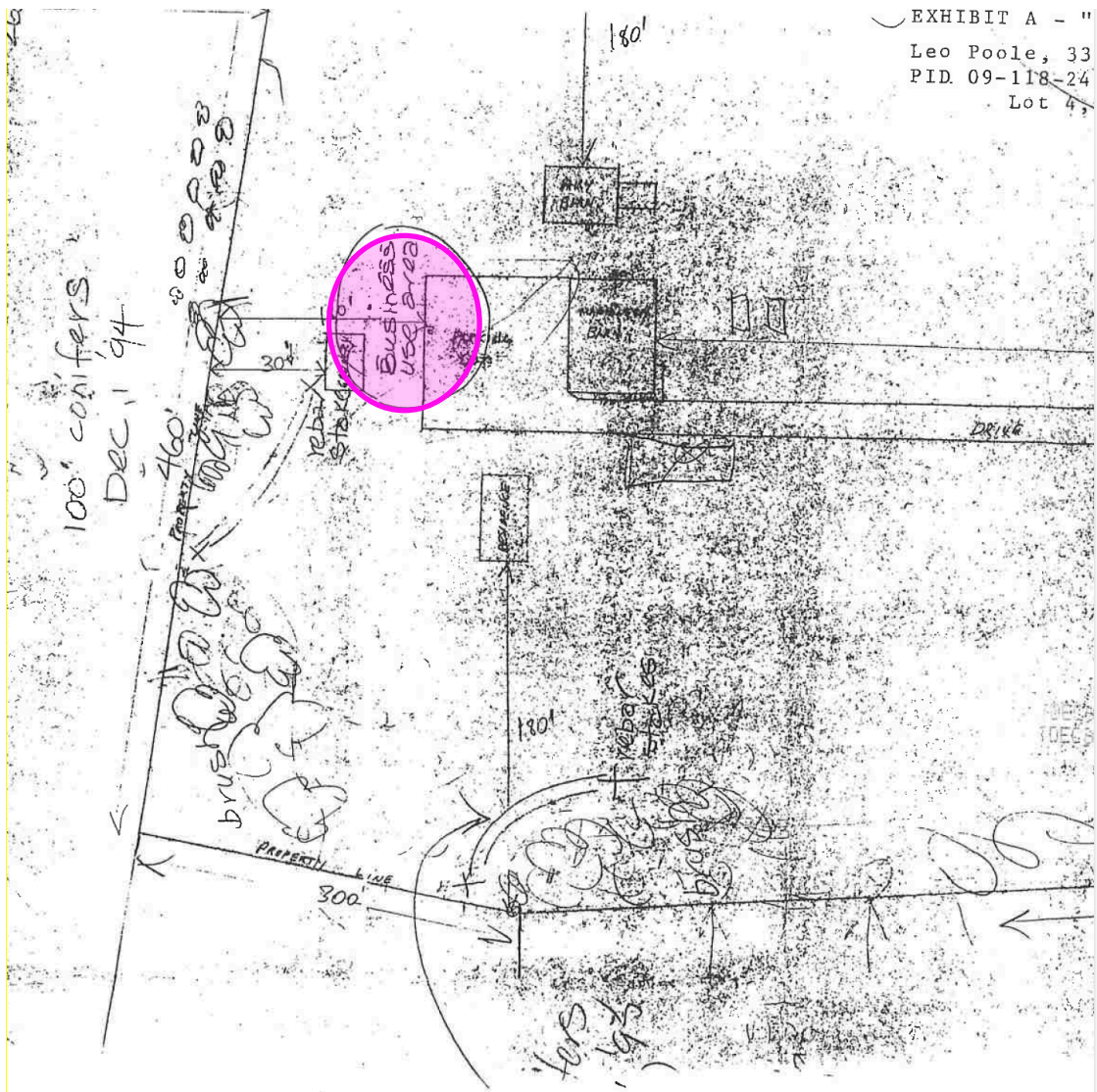
Condition #2b. – The Applicant must plant approximately 200 feet of conifers along the south and west boundary lines, as shown in the attached diagram. The trees must be placed on 10 foot centers and must be at least 4 feet tall when planted. Planting along the west boundary line shall be completed by June 1, 1995. The Applicant shall maintain and replace the trees as necessary at all times that the conditional use permit is in effect, in order to provide the screening required by Section 13 A of Ordinance No. 88.

Condition #2c. – All business-related vehicles and equipment must be stored indoors or consolidated in the area near the barn, as shown on the attached diagram.

Condition #2k. – The business operation shall not be conducted in a manner that, in the determination of the city council, unreasonably interferes with the neighboring property owners' peaceable enjoyment of their property.

The property is not fully in compliance with the aforementioned conditions. You must comply with all applicable CUP conditions, including those outlined above. During my inspection, I noted that there were newly planted evergreen trees along the west property line. It was clear from the site visit that these trees were new and that the requisite trees had not been planted and therefore maintained since June 1, 1995 in accordance with condition 2b. The City could also not verify the location, spacing and height of the trees that were newly planted.

There is a wide array of equipment, vehicles and other miscellaneous items stored outside of the defined outdoor storage area discussed in condition 2c. The CUP specifically allows vehicles and equipment to be consolidated outside and only in the area near the barn. Any outdoor storage other than inside a building or within the area defined on the plan is not permitted on the property (see pictures attached to this letter).



I also identified three (3) detached accessory buildings located in the southwest corner of the property, but I could not identify what the buildings were being used for at the time of the on-site inspection. The approved site plan does not identify any detached accessory buildings located in this location. The City has not approved any amendments or modifications to the site plan or the number and quantity of designated accessory storage buildings permitted on the property, nor approved building permits for construction of such buildings.

West Hennepin Public Safety has notified that City that burning of large piles of trees and brush has occurred on the property without applicable permits. The most recent violation occurred on June 26, 2020. West Hennepin Public Safety received a call that a large fire was burning on the property. West Hennepin issued a citation for burning without a permit and noted that the size and quantity of material on the property appeared to have been brought onto the property. West Hennepin Public Safety has notified the City that no burn permits can be issued for this property due to the citation.

Over the course of the past 12 months, the City has received several verbal and written complaints regarding the use of the property and the disruption and interference with the peaceful enjoyment of surrounding properties. The concerns represented both verbally and in writing express concerns with the business operation on the property. Condition 2k clearly states that the business operation shall not unreasonably take away the neighboring properties reasonable use and enjoyment.

There are two (2) zoning violations relating to your use of the property.

1. Violation of City Code Chapter V, Section 520.09, Procedure for conditional use permits. You have violated the conditions stated within the approved conditional use permit. City Code § 520.09-Subd. 9. specifically provides, “If the applicant violates any of the conditions set forth in the conditional use permit, the city council may revoke the conditional use permit.”
2. Violation of City Code Chapter V, Section 520.37, Enforcement. You have violated the conditions stated within the approved conditional use permit. City Code § 520.37-Subd. 1. specifically provides, “Any person, firm, or corporation who violates or fails to comply with any of the provisions of this zoning code or the provisions of any permit issued pursuant to this zoning code or who makes any false statement in any document required under the provisions hereof is guilty of a misdemeanor. Unless otherwise provided, each act of violation and every day on which a violation occurs or continues constitutes a separate offense.”

In order to comply with the requirements of the City’s Ordinance, you will need to complete the following actions:

- Provide the City with a site plan/survey that confirms that location of the planted trees, spacing and planted size (confirmation of size planted using ANSI Z60.1).

- Remove all items stored outside of the buildings or within the designated storage area that do not comply with conditions #2c of the approved CUP.
- Remove three (3) detached accessory structures located in the southwest corner of the property or apply for and be granted an amendment to the CUP allowing additional detached accessory buildings.
- The City Council has been notified of the verbal and written concerns that the business use of the property has unreasonably taken away the reasonable use and peaceful enjoyment of the neighboring properties. The City Council will need to consider the information presented in this letter and in the verbal and written communication with the City at a future City Council Meeting to determine if a violation of the approved conditions has occurred. Prior to the matter being considered by the City Council, the City will provide you with the date and time that the issue will be considered by the City Council.

Failure to comply with all requirements of the CUP may result in revocation of the conditional use permit, the issuance of ordinance violation citation(s), and/or the pursuit of any and all other legal and equitable remedies available to the City

Please let me know if you have any questions regarding this letter by contacting me at (612) 567-8786.

Sincerely,



Mark Kaltsas
City Administrator

CC: Robert Vose – City Attorney

ATTACHMENTS: **Resolution 2013-06-25-01**
 Site Inspection Pictures

Member Anderson introduced the following resolution and moved its adoption:

CITY OF INDEPENDENCE

RESOLUTION NO. 94-1025

RESOLUTION GRANTING A CONDITIONAL USE PERMIT
TO LEO POOLE FOR A LANDSCAPING, IRRIGATION, AND
Snowplowing BUSINESS AT 3315 COUNTY ROAD 92

WHEREAS, Leo Poole ("Applicant") has applied for a conditional use permit to operate a landscaping, irrigation and snowplowing business on the property at 3315 County Road 92, which is legally described on the attached Exhibit A (the "Property"); and

WHEREAS, pursuant to City of Independence Ordinance No. 88, Sections 13A and 15, the Applicant must obtain a conditional use permit for this use; and

WHEREAS, the planning commission reviewed this matter at its meeting on February 21, 1994 and the city council reviewed the application on February 22, October 11, and October 25, 1994.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Independence, Minnesota:

1. The City Council makes the following findings of fact:

- a. The Applicant's landscaping, irrigation and snowplowing business was in existence and operating as of January 1, 1992 on the Property, and the business was a nonconforming use at the time of adoption of Section 13A of Ordinance No. 88. The Applicant applied for this conditional use permit prior to September 1, 1993.
- b. The Applicant has at all times since January 1, 1992 occupied the Property as his principal residence.
- c. The Property is located in an agricultural zoning district.
- d. The Applicant failed to establish that outdoor storage of scrap metals, inoperable machinery, vehicles, windmill, or PVC pipe is necessary. Such outdoor storage unreasonably interferes with the character of the surrounding area and the neighboring property owners' peaceable enjoyment of their properties.

- e. The Applicant's business meets the requirements of Sections 13A and 15 of Ordinance No. 88, provided that the Applicant complies with the conditions of this resolution.
2. A conditional use permit is hereby granted to the Applicant for the operation of a landscaping, irrigation, and snowplowing business on the Property, subject to the following terms and conditions:
- a. The business may not employ more than 5 persons who do not reside on the Property. The business owner/operator must reside on the Property at all times that this conditional use permit is in effect.
 - b. The Applicant must plant approximately 200 feet of conifers along the south and west boundary lines, as shown in the attached diagram. The trees must be placed on 10 foot centers and must be at least 4 feet tall when planted. Planting along the west boundary line shall be completed by December 1, 1994 and planting on the south boundary line shall be completed by June 1, 1995. The Applicant shall maintain and replace the trees as necessary at all times that the conditional use permit is in effect, in order to provide the screening required by Section 13A of Ordinance No. 88.
 - c. All business-related vehicles and equipment must be stored indoors or consolidated in the area near the barn, as shown on the attached diagram.
 - d. Scrap metals, inoperable machinery and vehicles must be removed from the site on or before January 1, 1995. The ford dump truck will be moved and stored in the area between the house and the barn.
 - e. The windmill on the site must be removed or set in place on or before June 1, 1996.
 - f. The piles of PVC that are currently stored outside must be moved to the north side of the barn by January 1, 1995.
 - g. The Applicant must comply with all applicable requirements of Section 13A.5 at all times that this conditional use permit is in effect.
 - h. There shall be no signs on the Property that identify or advertise the business.
 - i. Hours of operation for the business shall be Monday through Saturday, from 7:00 a.m. to 8:00 p.m. All maintenance work on machinery shall be done during the authorized hours of operation.
 - j. The Fire Department shall be permitted to inspect the premises at reasonable times to ascertain location and type of any chemicals used in connection with the business.

- k. The business operation shall not be conducted in a manner that, in the determination of the city council, unreasonably interferes with the neighboring property owners' peaceable enjoyment of their property.
- l. An inventory of all equipment stored on the property will be filed with the City Clerk.

Dated: 10/25, 1994.

Marvin Johnson
Marvin Johnson, Mayor

ATTEST:

Mary Leintz
Mary Leintz, Clerk-Treasurer

The motion for the adoption of the foregoing resolution was duly seconded by member *Ostvig* and upon vote being taken thereon, the following voted in favor thereof:
Johnson, Anderson, Fraser, Ostvig, Smith

and the following voted against same:
None

Whereupon said resolution was declared duly passed and adopted.

jy j'

18m

6370445

1DEC94 9:13 B6370445 SCD \$4 50
1DEC94 9:13 B6370445 DDC \$15 00

OFFICE OF COUNTY RECORDER
HENNEPIN COUNTY, MINNESOTA

CERTIFIED FILED AND OR
RECORDED ON

1994 DEC -1 AM 9:11

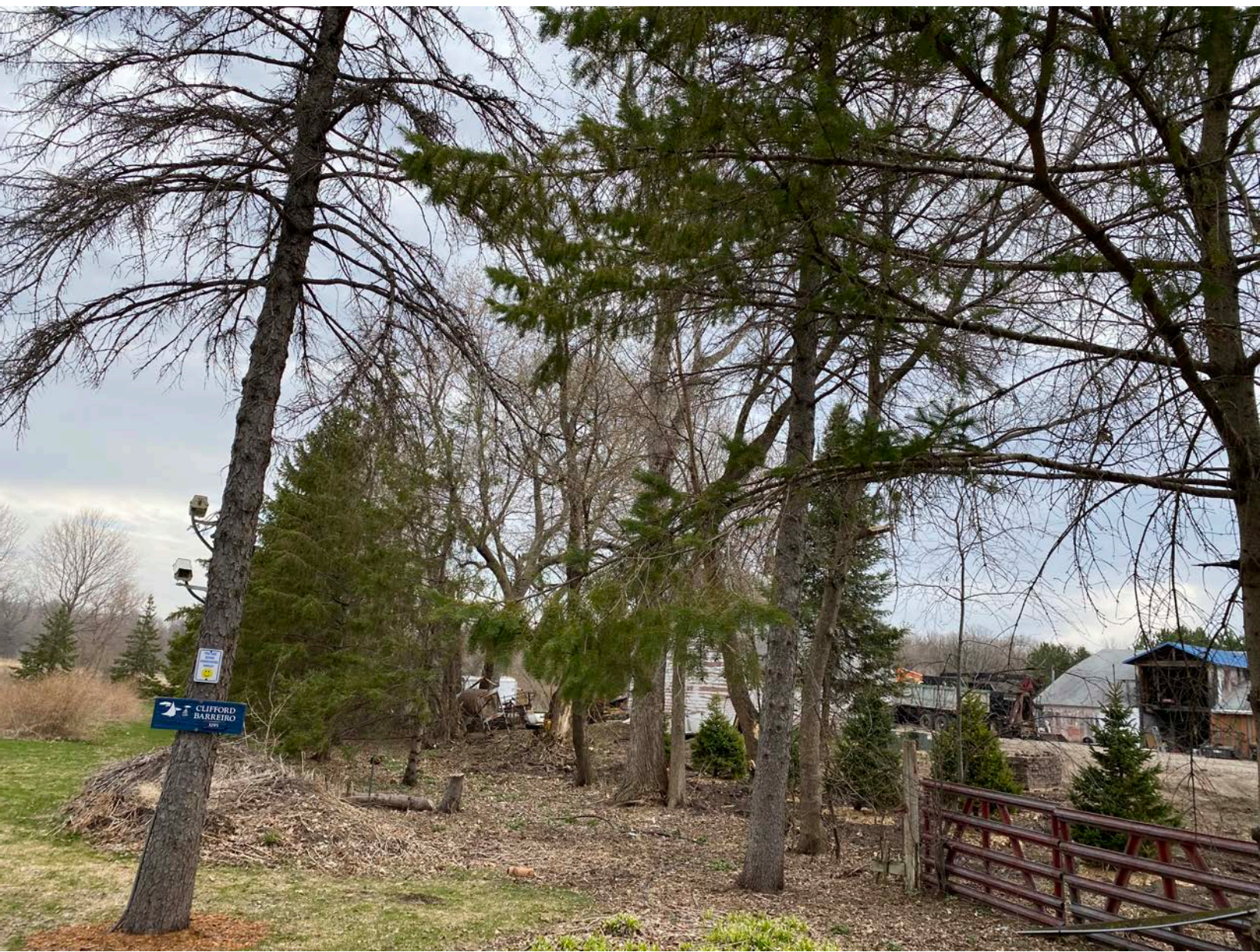
AS DOCUMENT # 6370445

R. Dean Carlson CO. RECORDER

BY *Sal [Signature]* DEPUTY

Ew
Mary L. Leintz
City Independence





















Jim Clifford and Terri Barreiro
PO Box 397
3295 County Road 92 N.
Maple Plain, MN 55359

April 9, 2020

Brad Spencer
City of Independence
1920 County Rd 90
Independence, MN 55359

RECEIVED
City of Independence
APR 15 2020
1920 County Road 90
Independence, MN 55359

Dear Mr Spencer,

We are writing to you concerning the mess that has been created in the issue of CPU / IUP for 3315 County Road 92 N.

Something is amiss in the City's dealing with this. Prior to the Planning Commission Hearing on November 19, 2019, I sent a letter to City Planning (attached) I received no reply to my concerns, most of which have materialized.

At the November 19th the City Planning Director made a presentation showing building placement, equipment parking, etc.

At the November 19th meeting, Commissioner Steve Thompson asked the City Planner whether this would even be considered if a new application. The answer was "No". An insightful question, indeed. A whispered discussion in the audience ensued about why the CPU was not revoked upon sale of the property. City Council action? What in the world happened?

Having dealt with the City's lack of enforcement concerning this property for 25 years, we knew that stopping the IUP was unlikely and that the issue would be a new sprit of enforcement. I made a plea to the committee to make an effort to emphasize enforcement in any IUP granted.

After the November 19th meeting, things got really confused. Mr. Velie seemed to think that he was to negotiate with me. I presumed the Planning Director would lead the process.

Mr Velie said that if the city required 6 foot trees be planted, he would continually prune them to 6 feet. He discussed berms, fences and all sorts of "ideas". He said many such things at the meeting and to my face that led me to believe he could not be trusted.

Sheds, equipment and clutter remain everywhere, in fact are worse than before because massive number of trees and screening vegetation have been removed. The City had assured me that no equipment would be visible from my property. Come up my driveway and look, anytime. Equipment and junk has been place on the property line. Bruce Satek was out a couple weeks ago. You might seek out his observations.

I also suspect there are un-permitted projects underway. Massive amounts of dirt have been moved to build what looks like a parking lot on the west side of his house. There are many more issues concerning screening, noise, fires, inspections, etc. Too many to enumerate here.

Most blatant, I was told that he could not operate a business under either CUP or IUP unless he lived there. Well, since there is no Certificate of Occupancy (50+ year old septic) how is it possible someone is living there and this equipment is on the property?

Mr. Spencer, I know this is not a big problem for the you, the council and the City. But, in all fairness, it is a problem of the City's making. I think someone is sneaking this through contrary to City zoning and building codes. Something has corrupted the process and needs investigation. Promises were made in the original CPU and the more recent IUP. The City has failed to keep virtually all of those promises.

Mr. Velie recently told me he has hired an attorney and the city can't stop him from doing as he wishes.

Can the City act on these issues or not? We would appreciate your ideas and comments.

Sincerely



Jim Clifford



Terri Barreiro

Independence Planning Commission Hearing
November 19, 2019
Proposed Interim Use Permit for 3315 County Road 92 N

November 12, 2019

My wife, Terri D. Barreiro, and I have lived at 3295 County Road 92 N for some 25 years. Our property is a "flag lot" that lies between the subject property and Lake Robina.

Many of the conditions of the existing conditional permit were never implemented and there was little or no enforcement of the myriad of violations (despite city awareness). I state this in hopes that the commission will commit to and take into account the various costs that *should* be incurred by the city if there are violations of any imposed conditions for this interim use permit.

Visual Barrier

There is a large parking area to the north of the subject house. It has displayed boom trucks, dumpsters, bobcats, etc. There are storage sheds just to the south of the house. We would like these all screened from view of our property. In general, I refer you to Section 2, item b of the original CU from 1994. (I think it might be more than 200 feet of screening.) We would ask the the height of the planting be changed to 10 feet.

Noise

We would ask that no commercial chipping be allowed on the subject property. It is very loud. We would ask that no commercial heavy equipment noise be allowed before 7 AM nor after 6 PM.

Burning

We would ask that no commercial burning be allowed. This would forbid customers' brush being brought in to be burned.

Use of easement

There is an easement that serves our property between the subject property and 3245 County Road 92 N. (Dr. Nate Barlow) The easement was poorly drafted with maintenance and use not defined. Terri and I have therefore been 100% responsible for it's the upkeep on the upper drive for 25 years despite extensive use by the subject property.

I don't think the city can do anything about the ill drafted easement, but we would ask that no commercial nor heavy vehicles use the easement be allowed under the interim use permit.

There are also screening issues on the easement.

We do want to say that Mr. Velie is working hard to clean up the property and we do not want to discourage that effort. However, we have had our driveway blocked twice, limiting our and any emergency vehicles access. In our minds, this demonstrated a lack of concern for our property rights . . . and our safety.

Terri and I invite any and all members of the commission, or their representative, to visit our home to see the issues first hand. A call would be good, but not necessary. Just stop by.

Thank You,

James W Clifford

Terri D Barreiro









COMPLAINT FORM

6/12/2020

CQ COMPLAINT RECEIVED BY:

NAME OF COMPLAINANT

Steve LINDBA ECKMAN
3250 Co. Rd. 92 No.

PHONE #

NATURE OF COMPLAINT:

USE OF THIS PROPERTY FOR A NOISY, DUSTY
OPERATION IS CONTRARY TO ZONING, C.U.P. AND
WELFARE OF NEIGHBORS. VELIE THREATENS COMPLAIN-
ANTS LOWERED BACK-UP ALARMS, TRUCK DUMPING
WRECKED TREES & Boulders THROWN IN & OUT.

NAME AND ADDRESS WHERE COMPLAINT APPLIES:

Vince Velie

3000 Block - County Ad. 92 Bath

ACTION TAKEN:

By:

November 4, 2020

Via Email (MKaltsas@ci.independence.mn.us)

City Council
City of Independence
1920 County Road 90
Independence, MN 55359

Re: 3315 County Road 92 N.

Dear City Council members:

This firm represents Vince Velie in connection with the Conditional Use Permit for his property at 3315 County Road 92 ("the Property"). I write today to provide additional information in advance of the Council's discussion of the Property at its November 10 meeting.¹

First, I would like to clarify the circumstances surrounding our appearance, in person, at the October 6 Council meeting. We did so at the instruction of the City Attorney, who informed me that the Council had resumed in-person meetings.

Second, I want to address certain information that has been provided to you regarding an occasion in June 2020 when Mr. Velie burned some trees and brush on the Property. In his July 27, 2020, letter to Mr. Velie, which was included in the meeting packet for the Council's October 6 meeting, Mr. Kaltsas wrote the following, "West Hennepin issued a citation for burning without a permit and noted that the size and quantity of material on the property appeared to have been brought onto the property." The obvious suggestion is that Mr. Velie was burning material that he had brought to the Property from one of his business's work sites. That is not accurate. We have since obtained the West Hennepin incident report, and it is not at all consistent with Mr. Kaltsas's statement and supports the fact that Mr. Velie was burning material from the Property:

The wood smelled like pine to me. Velie showed me recent pine trees which he had cut down and chip[p]ed stumps etc. from his property. Velie had trucks full of brush for his business. He advised he takes the brush to a recycling place and does not burn it on his property. The pile Velie was dealing with matched the type of trees on his property. The pile was no where near big enough to have come from his trucks.

¹ As my letter of October 5 was not included in the meeting packet for the October 6 meeting, it is attached as Exhibit 3 to this letter.

A copy of the incident report is attached as Exhibit 1 to this letter.²

Finally, we want to provide you with additional information regarding Mr. Velie's ongoing investment in and efforts to improve the Property. In my October 5 letter I described many of the larger projects that have been undertaken on the Property, and I can now tell you that those projects have entailed an investment to date of over \$347,000. A number of photographs depicting current conditions on the Property are attached as Exhibit 2, and those photographs amply demonstrate that what was a junk-strewn piece of land when Mr. Velie bought it is now a beautiful property that is an asset to the community.

We look forward to speaking with you at the November 10 meeting, which we will be attending by video conference.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Mark Thieroff', with a stylized, cursive script.

Mark Thieroff

612-337-6102 | Direct
markthieroff@siegelbrill.com

cc. Robert Vose

² Mr. Velie did not have a permit for the fire because he was unable to obtain one from City Hall, which was closed due to the pandemic. He is currently appealing the citation.

EXHIBIT 1





















EXHIBIT 3

October 5, 2020

Via Email (MKaltsas@ci.independence.mn.us)

City Council
City of Independence
1920 County Road 90
Independence, MN 55359

Re: 3315 County Road 92 N.

Dear City Council members:

This firm represents Vince Velie in connection with the Conditional Use Permit for his property at 3315 County Road 92 (“the Property”). I write today in response to Mark Kaltsas’s July 27, 2020, letter to my client, which I understand will be considered at the October 6 Council meeting.

I want to emphasize at the outset that my client is prepared to continue working with the City to answer any questions about the Property and his business operation and to address any legitimate concerns about either. He has made a considerable investment into improving the Property, which is both his residence and his place of business. He has greatly improved the Property since acquiring it last year—as described in more detail below—and he looks forward to completing this work in the coming year.

Mr. Kaltsas’s letter alleges a number of violations of the CUP for the Property and identifies four actions that he says Mr. Velie must take in order to comply with ordinance provisions identified in the letter. We provide the following response to each of those items.

1. The tree buffer. Condition 2b of the CUP required the applicant to plat approximately 200 feet of conifers along the south and west boundary lines of the Property. The trees are required to be spaced 10’ feet apart and to be 4’ tall when planted. The CUP expressly contemplates that trees will die and need to be replaced, in that it requires the applicant to “maintain and replace the trees as necessary[.]”

When Mr. Velie purchased the Property, the tree buffer area was overgrown with volunteer trees, and many of the pines required by the CUP were missing. Mr. Velie has since restored the required tree buffer, which now includes the requisite number of trees, spaced per the requirements of the CUP. See the enclosed tree plan, which was previously provided to staff. The Property is in compliance with condition 2b.

2. Business-related vehicles and equipment. Condition 2c of the CUP requires all business-related vehicles and equipment to be stored indoors or consolidated in the area near

the barn. Mr. Velie is in compliance with this requirement. To the extent Mr. Kaltsas has concluded otherwise, that may be due to mistaken assumptions regarding whether a certain vehicle or piece of equipment is used in Mr. Velie's business. To help clarify this issue, Mr. Velie provided staff with an inventory of the vehicles and equipment he owns that are not used in his business. A copy of that document is also included with this letter.

3. Accessory structures. Mr. Kaltsas has identified three detached accessory structures (sheds) on the Property and informed Mr. Velie that the City has no record of any building permits for those structures. As Mr. Velie has explained to staff, all three sheds were built or installed by the previous owner of the Property. Mr. Velie has removed one of the sheds, and the other two are used for personal purposes—gardening and a wood shop—and have no connection to the business.

Mr. Kaltsas has taken the position that Mr. Velie must either remove the three structures or obtain an amendment to the CUP. We disagree. In support of the notion that Mr. Velie must seek a CUP amendment, staff have pointed to Section 520.09, subd. 8, which provides:

If a conditional use permit holder wishes to alter or extend the operation or to change the conditions of the permit, the city will evaluate the permit holder's compliance with the existing permit conditions. Any change involving structural alterations, enlargement, intensification of use, or similar change not specifically permitted by the conditional use permit issued requires an amended conditional use permit. An amended conditional use permit application must be administered in a manner similar to that required for a new conditional use permit.

This provision addresses changes to “the operation” or the “conditions of the permit.” The sheds at issue are not used in the Mr. Velie's business (i.e., “the operation”), and the CUP does not impose any conditions that relate in any way to changes in the non-business uses of the Property. Section 520.09 simply does not apply to the sheds in any way.

4. Unreasonable interference. Condition 2k of the CUP states, “The business operation shall not be conducted in a manner that, in the determination of the city council, unreasonably interferes with the neighboring property owners' peaceable enjoyment of their property.” The key language in this condition is “the business operation.” Mr. Velie's neighbors have not shared any complaints with him so he is unaware of what Mr. Kaltsas is referring to when he states in his letter that the City has received “several verbal and written complaints regarding the use of the property.” The only neighbor letter that Mr. Velie has actually seen is the enclosed letter from Andrew and Brandie Brummer, who express satisfaction with how Mr. Velie has been conducting his business and himself as a neighbor.

Mr. Velie is confident that the City has not received any complaints that refer to his business operation because all business operations are conducted off site. If neighbors have heard any equipment-related or other noise since Mr. Velie bought the Property, that is almost certainly noise relating to non-business activities on the Property, and specifically noise from the very extensive amount of work that has taken place to improve the Property, including both the house and the land. That work has included but is not limited to the following:

- a) Installation of a new septic system
- b) Installation of new roof on the house

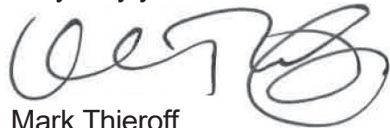
- c) Installation of new windows in house
- d) Ongoing project to replace all siding, fascia and soffits on house
- e) Extensive landscaping work, including installation of retaining walls
- f) Installation of new driveway, including delivery of 20+ loads of gravel
- g) Removal of many junk vehicles
- h) Removal of over 30+ 20-yard dumpsters full of junk and debris
- i) Work to collect and load the junk and debris hauled away in the 30+ dumpsters.
- j) Installation of fencing to contain animals
- k) Clearing vegetation and trees from tree buffer area

If the noise that has been reported to the City is noise that was generated on the Property, it came from these lawful activities.

Although unrelated to any alleged violation of the CUP, one other comment in Mr. Kaltsas's letter warrants a response. Mr. Kaltsas reports that the City was notified that piles of trees and brush were burned on the Property and that West Hennepin Public Safety noted that "the size and quantity of material on the property appears to have brought onto the Property." This is not accurate. The material that was burned was brush and trees that Mr. Velie had cleared on the Property. Mr. Velie does not bring brush or other material from worksites back to the Property. He owns land in Delano where he stores vegetative material from job sites until it is sold as fuel to the operator of the District Energy heating and cooling plant in St. Paul.

We trust this letter addresses all of the concerns in Mr. Kaltsas's letter but would be happy to answer any other questions you may have at or in advance of the October 6 Council meeting.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Mark Thieroff', with a stylized, cursive script.

Mark Thieroff

612-337-6102 | Direct
markthieroff@siegelbrill.com

O = Tree "Pine 4' + tall

— 10' spacing

(17) 4' + Pine trees
spaced 10' on center

000000000000000000

sheds

house

garage

Parking Lot

Barn

Barn

(9) trees
spaced
10' apart
4' + trees

0000000000000000

Driveway

Vince Velie property

List of vehicles and equipment that are not used in Mr. Velie's business

Chevrolet 1500

Chevrolet 2500

Pontiac Firebird

Jeep CJ7

Roadster

Two 22' enclosed trailers for snowmobiles and four-wheelers

Car trailer for collector cars

One 14' enclosed trailer

Three lawn trailers

One mini skid steer

Various Bobcat attachments (post hole auger, forks, buckets of different sizes)

Log splitters

Lawn mowers

Three Snowmobiles

Three 4-wheelers

Five hunting and fishing boats and trailers

One go-cart

8-31-2020

Vince Veille
Tall Timber
Independence, MN

Vince,

I am your neighbor at 3435 County Road
92 North. Since moving in you have been
a great neighbor, have been quiet and respectful.
I have no issues w/ you as a neighbor and
no issues with your business.

Thank You,

Andy Bummer
Brandie Bummer

~~3435~~

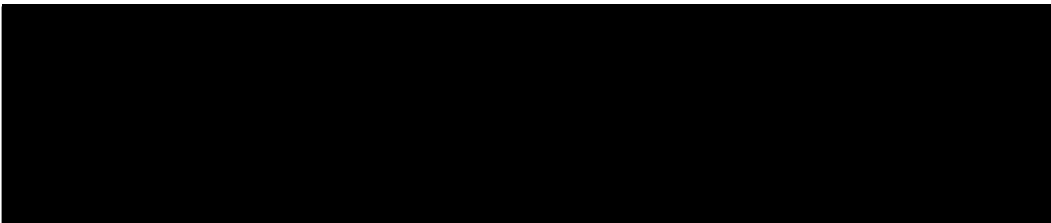


Beth,

Thank you for the email. I am unable to attend, but would like if you could, to advocate that Vincent Velie is my neighbor and he has cleaned up the property on my side and his business creates no unusual harm directly to me. I would want Vincent Velie to stick to the same conditions on the SUD that Leo Poole had and not exceed to be fair to those who live on the other side. I also encourage that the SUD be monitored with reinforcement of letter "k" which I attached in a jpg.

- k. The business operation shall not be a factor in the determination of the city with the neighboring property their property.
- l. An inventory of all equipment used in the business operation shall be maintained and made available to the city upon request.

Keeping the neighborhood in a matter that maintains the neighbors ability to be enjoyed and in peace. Work hours need to be maintained and not exceed after 6 pm outside of personal property maintenance. Vince has worked hard and is trying to be a respectful and good neighbor. He deserves the chance to demonstrate success under the current conditions if Leo Pooles SUD. I've actually enjoyed Vince being my neighbor and feel he deserves this chance to demonstrate compliance with his business needs while being respectful of all those around him.



BUDGET MEMO

TO: CITY ADMINISTRATOR
FROM: AEM FINANCIAL SOLUTIONS, LLC
SUBJECT: 2021 BUDGET POINTS MEMO
DATE: 11/24/2020

Introduction

Upon your request, we have summarized the estimated 2021 tax capacity and market value information.

Budget Format

The 2021 Budget included the Council approved priorities for each department. These will continue to be reviewed and updated as needed.

Key Items in this Year's Budget

- The tax levy is remaining flat with approximately 39.77 percent.
- This budget also continues to fully fund capital needs. Additionally, the amount allocated to Road Tiling and Sealcoating was increased to \$50,000 each.
- LMCIT Insurance was budgeted with 6% increase over prior year and Workers Comp Insurance at 5% increase for 2021.
- Public works capital outlay transfers budgeted at \$60,000 for 2021, consistent to the Capital Improvement Plan.
- Transfer out from General Fund for fund balance budgeted at \$68,771.
- Fire and Police protection reflected per individual department budgets.
- Other departments budgeted increases are at 3% or less.



RESOLUTION NO. 20-1201-02

RESOLUTION APPROVING 2021 GENERAL FUND BUDGET

WHEREAS, it is the practice of the City of Independence to create and adopt a General Fund Budget; and

WHEREAS, the City Council for the City of Independence has determined to create a balanced budget; and

WHEREAS, the City Council has determined that the 2021 General Fund Budget will call for revenues and expenditures of **\$3,020,168.00**; and

WHEREAS, the proposed 2021 General Fund Budget meets the criteria of a balanced budget,

NOW, THEREFORE, BE IT RESOLVED, that the Independence City Council hereby adopts the General Fund Budget for 2021.

General Fund

2021 Final Budget
\$ 3,020,168.00

This resolution was adopted by the City Council of the City of Independence on this 1st day of December 2020, by a vote of ____ ayes and ____ nays.

Marvin Johnson, Mayor

ATTEST:

Mark Kaltsas, City Administrator



RESOLUTION NO. 20-1201-03

RESOLUTION APPROVING 2021 FINAL PROPERTY TAX GENERAL LEVY

WHEREAS, the City of Independence is required by State law to approve a resolution setting forth an annual tax levy to the Hennepin County Auditor; and

WHEREAS, Minnesota Statutes require approval of a final property tax levy and final budget on or before the fifth business day following the 20th of December of each year; and

BE IT RESOLVED that the City Council of the City of Independence, Hennepin County, Minnesota, that the following sums of money be levied for collection in 2021 upon the table property in said City of Independence for the following purposes:

	<u>2021 Final Budget</u>
General Fund	\$ 3,020,168
Debt Service	
2010A GO Improvement Bond, Lindgren Lane	\$ 12,272
2015 GO Tax Abatement Bonds	\$ 175,363
2020A GO Bonds	\$ 122,895
Total City Operating Levies	<u>\$ 3,330,698</u>
Pioneer/Sarah Watershed Commission Taxing District	<u>\$ 64,510</u>

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and directed to transmit this information to the County Auditor of Hennepin County, Minnesota and the Minnesota Department of Revenue, if applicable, in the format requested as required by law.

This resolution was adopted by the City Council of the City of Independence on this 1st day of December 2020, by a vote of ____ayes and ____nays.

Marvin Johnson, Mayor

ATTEST:

Mark Kaltsas, City Administrator



RESOLUTION NO. 20-1201-04

**RESOLUTION APPROVING 2021 PIONEER CREEK WATERSHED
MANAGEMENT COMMISSION TAX LEVY**

WHEREAS, the City of Independence is required by State law to approve a resolution setting forth an annual tax levy to the Hennepin County Auditor; and

WHEREAS, Minnesota Statutes require approval of a final property tax levy and final budget on or before the fifth business day following the 20th of December of each year; and

BE IT RESOLVED that the City Council of the City of Independence, Hennepin County, Minnesota, that the following sums of money be levied for collection in 2021 upon the table property in said City of Independence for the following purposes:

Pioneer/Sarah Watershed Commission Taxing District \$ 64,510

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and directed to transmit this information to the County Auditor of Hennepin County, Minnesota and the Minnesota Department of Revenue, if applicable, in the format requested as required by law.

This resolution was adopted by the City Council of the City of Independence on this 1st day of December 2020, by a vote of ____ayes and ____nays.

Marvin Johnson, Mayor

ATTEST:

Mark Kaltsas, City Administrator

City of Independence

Detached Accessory Structure Setback Discussion

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: December 1, 2020

Discussion:

Following the discussion and direction provided by the City Council and Planning Commission, staff has prepared an ordinance amendment for further consideration and direction by the Planning Commission. The following changes have been made to the ordinance:

- The rear yard setback can be reduced by the Accessory Building Review Committee if all applicable criteria are met. The primary reduction would allow a rear yard setback reduction equal to the requisite setback of the adjacent property sharing the same line. For example, if an adjacent property has a side yard setback of 15 feet, then the rear yard setback could be reduced up to 15 feet.
- I added a provision that would allow a similar reduction for properties that abut Outlots. This occurs in cluster type developments where a perimeter Outlot was created for public space.
- I noted that a setback resulting from a non-conforming structure or variance cannot be used to determine a reduced setback.
- I added a provision to the front yard setback that provides for properties that do not have a front yard that abuts a public right of way.

Staff reviewed the possibility of adding a provision which would regulate the size and or height of an accessory structure as it pertains to this reduced setback. I am not sure that there is an identifiable and or logical “break” point where a hard limitation would be appropriate. By requiring all reductions to be reviewed by the building review committee, the City will be able to review each individual proposal on its own merit.

Public Hearing:

One resident was present at the public hearing and noted that he would support the recommended changes and was in favor of allowing a reduction to the rear yard setback

Planning Commission Recommendation:

Planning Commissioners discussed the proposed amendment. Commissioners asked if surrounding neighbors should have the ability to reject the request. It was further discussed that the reason the neighboring property owners would be notified is to ensure that they are aware of the proposed construction. Commissioners confirmed that if a request was denied by the Accessory Building Review Committee, an applicant could seek a variance through the formal process. This was confirmed by staff. Commissioners discussed the impacts of this provision on property that abutted public property (i.e., the Luce Line Trail). Commissioners discussed this for some time but ultimately agreed that the onus would fall on the applicant to obtain written permission from the property owner (state or otherwise). If this was not attainable, it was noted that the applicant could go through the variance process. Commissioners ultimately recommended approval of the ordinance amendment to the City Council.

City Council Action:

The City Council is presented with an ordinance amendment (**ORDINANCE 2020-03**) for consideration and adoption. A summary ordinance (**SUMMARY ORDINANCE 2020-03**) has also been presented for adoption should the Council approve the ordinance.

ATTACHMENTS: **ORDINANCE 2020-03**
 SUMMARY ORDINANCE 2020-03

ORDINANCE NO. 2020-03

**CITY OF INDEPENDENCE
COUNTY OF HENNEPIN**

STATE OF MINNESOTA

**AMENDING SECTION 530 OF THE INDEPENDENCE CITY CODE
RELATING TO SETBACKS**

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

SECTION 1. The Independence City Code, Chapter IV, Section 530 is revised to include the following (additions shown in **bold/underline**, deletions as ~~striketrough~~):

530.01. - Agricultural District established.

Subd. 4. *Setbacks.* All buildings and structures, including houses with attached garages or decks, must meet or exceed the following setbacks:

- (a) Front yard setback: ^a~~d~~ 85 feet from centerline of road.
- (b) Corner yard setback: ^c 5+2 feet from right-of-way line.
- (c) Side yard setback: ^a^b 30 feet from side lot line.
- (d) Rear yard setback: ^a^e 40 feet from rear lot line.
- (e) Setback from lakes, rivers and streams: 100 feet from ordinary high mark.
- (f) Setback from wetlands: ten feet from the outside edge of the required wetland buffer.
- (g) Fences, trees, shrubs, or other appurtenances are not allowed within any road right-of-way.

^a (Except buildings housing livestock, which may not be located closer than 150 feet from an existing residential structure on all adjacent property.)

^b (Except detached garages and other accessory buildings, which may be 15 feet from the side lot line.)

^c (All principle and accessory structures shall meet the corner yard setback requirements.)

^d **(A property that does not directly abut a public right of way shall have a minimum front yard setback of 52 feet from the front yard property line.)**

^e **(An accessory structure may encroach into the applicable rear yard setback if the accessory structure meets all applicable criteria of the section and the following conditions are met:**

(1) Building and site plans delineating the proposed accessory structure and setbacks must be submitted to the city in advance of work to confirm compliance with this section.

(2). The city council may establish an accessory building review committee to review building and site plans submitted for any proposed accessory structure which encroaches into the requisite rear yard setback to ensure compliance with the following:

- a. **The accessory structure can be permitted to encroach in the applicable rear yard setback a distance not less than the requisite detached accessory structure setback for the adjacent property along the same line.**
- b. **Properties that share a rear yard property line with an Outlot, can be granted a reduction in the applicable rear yard setback. In no case shall the setback be less than 15 feet.**
- c. **For the purpose of determining the requisite detached accessory setback for the adjacent property, setbacks calculated using a non-conforming structure and or resulting from a previously granted variance cannot be used to determine this exception.**
- d. **The applicant shall provide with the application, the written consent of 100 percent of the owners of privately or publicly owned real estate directly abutting the premises for which the permit is being requested (on forms provided by the city). Where a street separates the premises for which the permit is being requested from other neighboring property, no consent is required from the owners of property located on the opposite side of the street. Where an abutting property consists of a multiple dwelling, the applicant need only obtain the written consent of the owner or manager, or other person in charge of the building.**

530.05. - Rural Residential District established.

Subd. 2. *Setbacks.* All buildings and structures, including houses with attached garages or decks, must meet or exceed the following setbacks:

- (a) Front yard setback: ^{a d} 85 feet from centerline of road.
- (b) Corner yard setback: ^c 5+2 feet from right-of-way line.
- (c) Side yard setback: ^{a b} 30 feet from side lot line.
- (d) Rear yard setback: ^{a e} 40 feet from rear lot line.
- (e) Setback from lakes, rivers and streams: 100 feet from ordinary high mark.
- (f) Setback from wetlands: ten feet from the outside edge of the required wetland buffer.
- (g) Fences, trees, shrubs, or other appurtenances are not allowed within any road right-of-way.

^a (Except buildings housing livestock, which may not be located closer than 150 feet from an existing residential structure on all adjacent property.)

^b (Except detached garages and other accessory buildings, which may be 15 feet from the side lot line.)

^c (All principle and accessory structures shall meet the corner yard setback requirements.)

^d **(A property that does not directly abut a public right of way shall have a minimum front yard setback of 52 feet from the front yard property line.)**

^e **(An accessory structure may encroach into the applicable rear yard setback if the accessory structure meets all applicable criteria of the section and the following conditions are met:**

(1) Building and site plans delineating the proposed accessory structure and setbacks must be submitted to the city in advance of work to confirm compliance with this section.

(2). The city council may establish an accessory building review committee to review building and site plans submitted for any proposed accessory structure which encroaches into the requisite rear yard setback to ensure compliance with the following:

- a. **The accessory structure can be permitted to encroach in the applicable rear yard setback a distance not less than the requisite detached accessory structure setback for the adjacent property along the same line.**
- b. **Properties that share a rear yard property line with an Outlot, can be granted a reduction in the applicable rear yard setback. In no case shall the setback be less than 15 feet.**
- c. **For the purpose of determining the requisite detached accessory setback for the adjacent property, setbacks calculated using a non-conforming structure and or resulting from a previously granted variance cannot be used to determine this exception.**
- d. **The applicant shall provide with the application, the written consent of 100 percent of the owners of privately or publicly owned real estate directly abutting the premises for which the permit is being requested (on forms provided by the city). Where a street separates the premises for which the permit is being requested from other neighboring property, no consent is required from the owners of property located on the opposite side of the street. Where an abutting property consists of a multiple dwelling, the applicant need only obtain the written consent of the owner or manager, or other person in charge of the building.**

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

Adopted this 1st day of December 2020, by the Independence City Council.

Marvin Johnson, Mayor

ATTEST:

Mark Kaltsas, City Administrator

SUMMARY ORDINANCE NO. 2020-03

**CITY OF INDEPENDENCE
COUNTY OF HENNEPIN**

STATE OF MINNESOTA

**AMENDING SECTION 530 OF THE INDEPENDENCE CITY CODE
RELATING TO SETBACKS**

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

NOTICE IS HEREBY GIVEN that on December 1, 2020, Ordinance No. 2020-03, was adopted by the City Council of the City of Independence, Minnesota.

NOTICE IS FURTHER GIVEN that, because of the lengthy nature of Ordinance No. 2020-03, the following summary of the ordinance has been prepared for publication.

NOTICE IS FURTHER GIVEN that the ordinance adopted by the City Council amends Chapter IV, Section 530 to add provisions to the ordinance that allow the Accessory Building Review Committee to review accessory structure setbacks if certain provisions have been met by an applicant. The ordinance provides specific provisions that will be used to review an application for relief from various setbacks.

A printed copy of the entire ordinance is available for inspection by any person during the City's regular office hours at the City of Independence City Hall.

APPROVED for publication by the City Council of the City of Independence, Minnesota on this 1st day of December 2020.

Adopted this 1st day of December 2020, by the Independence City Council.

Marvin Johnson, Mayor

ATTEST:

Mark Kaltsas, City Administrator

City of Independence

Tobacco Ordinance Amendment Discussion

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: December 1, 2020

Discussion:

On August 1, 2020, the Minnesota State Legislature updated the tobacco laws to reflect changes in the Minnesota State Statute 144.391 to prevent young people from starting to use tobacco products. The minimum age required to purchase tobacco products has been raised from 18 to 21. Staff has worked with the City Attorney to revise the ordinance to bring it into compliance with the recently adopted state statute.

City Council Action:

The City Council is presented with an ordinance amendment (**ORDINANCE 2020-04**) for consideration and adoption. A summary ordinance (**SUMMARY ORDINANCE 2020-04**) has also been presented for adoption should the Council approve the ordinance.

ATTACHMENTS: **ORDINANCE 2020-04**
 SUMMARY ORDINANCE 2020-04

ORDINANCE NO. 2020-04

**CITY OF INDEPENDENCE
COUNTY OF HENNEPIN**

STATE OF MINNESOTA

**AMENDING SECTIONS 1100 OF THE INDEPENDENCE CITY CODE
RELATING TO CIGARETTES AND CIGARETTE WRAPPERS**

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

SECTION 1. The Independence City Code, Chapter XI, Section 1100 is amended as follows
(additions shown in **bold/underline**, deletions as ~~striketrough~~):

SECTION 1100. - TOBACCO

(Added, Ord. No. 98-2)

1100.01. - License required.

No person shall directly or indirectly or by means of any device keep for retail sale, sell at retail, or otherwise dispose of **electronic delivery devices**, tobacco or tobacco-related devices at any place in the city unless a license therefor shall first have been obtained as provided in this section.

(Amended, Ord. No. 2013-02)

1100.03. - Definitions.

(Amended, Ord. No. 2013-02)

“Electronic delivery device” shall mean any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery device includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the federal food, drug, and cosmetic act, that are authorized for sale by the United States Food and Drug Administration.

"Tobacco" shall mean cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product; cigars; cheroots; stogies, perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff, snuff flour; Cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco and other kinds and forms of tobacco. "Tobacco" excludes ~~any tobacco product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose~~ **drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.**

"Tobacco-related device" shall mean cigarette papers or pipes for smoking **or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.**

1100.05. - Application.

Subd. 1. *Contents.* Application for a license required by the provisions of this section shall be made to the city administrator on a form supplied by the city. Such application shall state:

(Amended, Ord. No. 2013-02)

- (a) The full name and address of the applicant;
- (b) The location of the building and the part intended to be used by the applicant under such license;
- (c) The kind of business conducted at such location; and
- (d) Such other information as shall be required by the application form.

Subd. 2. *City council review.* Upon the filing of an application of the ~~clerk-treasurer~~ **city administrator**, it shall be presented to the city council for its consideration. **The city council may either approve or deny the application for a license or it may delay action for a reasonable period of time to complete any investigation of the application or the applicant deemed necessary.** If granted by the council, a license shall be issued by the ~~clerk-treasurer~~ **city administrator** upon payment of the required fee. **If denied by the council, notice of the denial will be given to the applicant along with notice of the applicant's right to appeal the decision.**

1100.07. - License fee; term; transfer.

The fee for every license required by the provisions of this section shall be set by resolution of the city council. Every such license shall expire' on the last day of June next

after its issuance. Licenses issued under the provisions of this section shall not be transferable from one person to another.

1100.09. - Display of license.

Every license issued under the provisions of this section shall be kept conspicuously posted about the place for which the license is issued and shall be exhibited to any authorized person upon request.

1100.11. - Restrictions.

Subd. 1. *General restrictions.* ~~No license shall be issued under this section except to a person of good moral character.~~ No license shall be issued to an applicant for the sale of electronic delivery devices, tobacco, or tobacco-related devices at any place other than their established place of business. No license shall be issued for the sale of electronic delivery devices, tobacco, or tobacco-related devices at more than one place of business. No person shall sell or give away electronic delivery devices, tobacco, or tobacco-related devices to any person below the age of ~~18~~21 years. No person shall keep for sale, sell, or dispose of any electronic delivery devices, tobacco, or tobacco-related devices containing opium, morphine, jimson weed, bella donna, strychnia., cocaine, marijuana., or any other deleterious or poisonous drug except nicotine and other substances found naturally in tobacco or lawfully added as part of the manufacturing process.

Subd. 2. ~~Possession by minors~~Unlawful possession or use. No person under the age of ~~18~~21 years shall purchase, possess, or consume electronic delivery devices, tobacco, or tobacco-related devices.

1100.13. - Penalties.

Subd. 1. *Licenses.* If a person licensed under this section or an employee of a person licensed under this section violates any provision of this section, the licensee shall be charged an administrative penalty of ~~\$75.00~~\$300.00. If a person licensed under this section or an employee of a person licensed under this section violates any provision of this section twice at the same location within 24 months of the initial violation, the licensee shall be charged an administrative penalty of ~~\$200.00~~\$600.00. If a person licensed under this section or an employee of a person licensed under this section violates any provision of this section three times at the same location within 24 months of the initial violation, the licensee shall be charged an administrative penalty of ~~\$250.00~~\$1000.00, and the licensee's license shall be suspended for seven days and may be revoked. No penalty under this section 1100.13, subdivision 1 shall take effect until the licensee has received notice, served personally or by mail, of the alleged violation, and has had an opportunity for a hearing before the city council or a person authorized by the city council to conduct the hearing. A decision that a violation of this section has occurred shall be in writing. Judicial appeal shall be as provided for by state law.

(Amended, Ord. No. 2013-02)

Subd. 2. *Individuals.* Any person who sells, gives, or otherwise furnishes electronic delivery devices, tobacco, or tobacco-related devices to a person under the age of ~~18~~21 years shall be charged an administrative penalty of \$50.00. This penalty shall be in addition to the penalty charged under section 1100.13, subdivision 1. No penalty under this section 1100.13, subdivision 2 shall take effect until the person against whom the penalty will be charged has received notice, served personally or by mail, of the alleged violation, and has had an opportunity for a hearing before the city council or a person authorized by the city council to conduct the hearing. A decision that a violation of this section has occurred shall be in writing. Judicial appeal shall be as provided for by state law.

(Amended, Ord. No. 2013-02)

Subd. 3. *Defenses.* It shall be an affirmative defense to a charge of selling tobacco, tobacco-related devices, or electronic delivery device to a person under the age of ~~18~~21 years in violation of this section that the licensee or individual making the sale relied in good faith upon proof of age as described in Minn. Stats. § 340A.503, subd. 6. Nothing in this Ordinance shall prevent the providing of tobacco, tobacco-related devices. Or electronic delivery devices to a person under the age of 21 as part of a lawfully recognized religious, spiritual, or cultural ceremony.

Subd. 4. ~~*Minors*~~*Persons under the age of 21.* Any person under the age of 18 years who purchases, possesses, or consumes tobacco shall be charged an administrative penalty of \$25.00 or perform ten hours of community service for a first violation. Any person under the age of 18 years who purchases, possesses, or consumes tobacco shall be charged an administrative penalty of \$50.00, or perform 15 hours of community service for a second violation. Any person under the age of 18 years who purchases, possesses, or consumes tobacco three or more times may be referred to the Hennepin County attorney's office for each such violation. No penalty under this section 1100.13, subdivision 4 shall take effect until the person against whom the penalty will be charged has received notice, served personally or by mail, of the alleged violation. Judicial appeal shall be as provided for by state law. Persons under 21 found in unlawful possession of or who unlawfully purchase or attempt to purchase electronic delivery devices, tobacco, or tobacco-related device may be subject to tobacco-related education classes, diversion programs, community services, or another penalty that the city believes will be appropriate and effective.

Subd. 5. *Revocation.* In addition to any other penalty imposed under this section 1100.13, any license issued under this section may be revoked by the city council for a violation of any provision of this section if the licensee has been given a reasonable notice and an opportunity to be heard.

Subd. 6. *Statutory penalties.* If the administrative penalties authorized to be imposed by Minn. Stats. § 461.12, as it may be amended from time to time, differ from those established in this subdivision, then the statutory penalties shall prevail.

1100.15. - Compliance checks and inspections.

At least once each calendar year, for the purpose of testing compliance with this section and Minn. Stats. § 609.685 and, § 609.6855, the city shall conduct an unannounced compliance check at each location for which a license has been issued under this section. Compliance checks shall involve minors over the age of ~~15~~17, but under the age of ~~18~~21, who, with the prior written consent of a parent or guardian if the person if under the age of 18, attempt to purchase tobacco, tobacco-related devices, or electronic delivery devices under the direct supervision of a law enforcement officer or an employee of the city. The age requirements for persons participating in compliance checks under this subsection shall not affect the age requirements in federal law for persons participating in federally required compliance checks of these locations.

1100.17. - Signage and age verification required.

Subd. 1. Signage. At each location where tobacco, tobacco-related devices, or electronic delivery devices are sold, the licensee shall display a sign in plain view to provide public notice that selling any of these products to any person under the age of 21 is illegal and subject to penalties. The notice shall be placed in a conspicuous location in the licensed establishment and shall be readily visible to any person who is purchasing or attempting to purchase these products. The sign shall provide notice that all persons responsible for selling these products must verify, by means of photographic identification containing the bearer's date of birth, the age of any person under 30 years of age.

Subd. 2. Age verification. At each location where tobacco, tobacco-related devices, or electronic delivery devices are sold, the licensee shall verify, by means of government-issued photographic identification containing the bearer's date of birth, that the purchaser or person attempting to make the purchase is at least 21 years of age. Verification is not required if the purchaser or person attempting to make the purchase is 30 years of age or older. It shall not constitute a defense to a violation of this subdivision that the person appeared to be 30 years of age or older.

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

Adopted this 1st day of December 2020, by the Independence City Council.

Marvin Johnson, Mayor

ATTEST:

Mark Kaltsas, City Administrator

SUMMARY ORDINANCE NO. 2020-04

**CITY OF INDEPENDENCE
COUNTY OF HENNEPIN**

STATE OF MINNESOTA

**AMENDING SECTIONS 1100 OF THE INDEPENDENCE CITY CODE
RELATING TO CIGARETTES AND CIGARETTE WRAPPERS**

NOTICE IS HEREBY GIVEN that on December 1, 2020, Ordinance No. 2020-04, was adopted by the City Council of the City of Independence, Minnesota.

NOTICE IS FURTHER GIVEN that, because of the lengthy nature of Ordinance No. 2020-04, the following summary of the ordinance has been prepared for publication.

NOTICE IS FURTHER GIVEN that the ordinance adopted by the City Council amends Chapter XI, Section 1100 to add provisions to the ordinance that bring it into compliance with the recent changes adopted by the State of Minnesota. The ordinance addresses electronic delivery devices and changes the minimum age relating to all tobacco sales to 21 from 18.

A printed copy of the entire ordinance is available for inspection by any person during the City's regular office hours at the City of Independence City Hall.

APPROVED for publication by the City Council of the City of Independence, Minnesota on this 1st day of December 2020.

Adopted this 1st day of December 2020, by the Independence City Council.

Marvin Johnson, Mayor

ATTEST:

Mark Kaltsas, City Administrator

City of Independence

2021-2023 Single Sort Recycling Contract

To: City Council
From: Mark Kaltsas, City Administrator
Meeting Date: December 1, 2020

Discussion:

The City has historically contracted with a waste service provider to provide single sort recycling services for all Independence residents. The current contract ends on December 31, 2020. The City prepared and sent out a Request for Proposals (RFP) in September of this year to obtain proposals for a new contract. Due to contraction, acquisitions and mergers within the industry, the City received only one proposal from our current provider (Randy's Environmental Services). The City subsequently reached out to all possible service providers to see if anyone else was interested in providing a proposal for service.

The proposed recycling contract would increase the annual recycling contract from \$50,885 in 2020 to \$66,677 in 2021. It was noted that the City's current contract proved to be advantageous to the City due to its length and the significant change in commodity pricing. This represents an approximately 25% increase in the cost of obtaining the recycling service. In discussions with providers, it was noted that the price increase generally reflects a significant reduction in the pricing of commodities that has occurred for the past several years. One other item of note is that the previous contract was a seven (7) year contract. As a result of the lack of competitive bids, the proposed contract length is three (3) years. The City can seek a different length in contract if directed by the Council.

The proposed contract has an annual increase of 2.75% to offset the declining commodities market. The service will provide each property of the City with a 65-gallon single sort container that will be picked up every other week. Residents can request a 96-gallon single sort container if they would like a larger container at no cost.

Recommendation:

The City Attorney has drafted a simple contract which references the proposal prepared by Randy's Environmental Services for consideration by the City Council.

Attachments: Request for Proposal
Randy's Environmental Services Proposal
Contract



RESOLUTION NO. 20-1201-05

**RESOLUTION APPROVING THREE YEAR SINGLE SORT RECYCLING
CONTRACT WITH RANDY'S ENVIRONMENTAL SERVICES**

WHEREAS, the City of Independence provides single sort recycling to all residents; and

WHEREAS, the City of Independence contracts with a service provider for the citywide service; and

WHEREAS, the City's current contract is set to end at the end of 2020 and issued a Request for Proposal to obtain proposals for a new contract for services beginning in 2021; and

WHEREAS, the City has received the proposals and finds that it can and should contract with Randy's Environmental Services for a three-year single sort recycling contract.

BE IT RESOLVED that the City Council of the City of Independence, Hennepin County, Minnesota, approves the three-year contract for single sort recycling services with Randy's Environmental Services; and

BE IT FURTHER RESOLVED that the City Administrator and Mayor are hereby authorized and directed to execute the contract.

This resolution was adopted by the City Council of the City of Independence on this 1st day of December 2020, by a vote of ____ayes and ____nays.

Marvin Johnson, Mayor

ATTEST:

Mark Kaltsas, City Administrator

City of Independence

Request for Proposals (**RFP**) For Residential Recycling Services

August 20, 2020

1. INTRODUCTION

This request for proposals (RFP) defines the service standards, specifications and proposal requirements of the residential recycling collection program for the City of Independence, Minnesota. City of Independence shall be hereinafter referred to as the "City".

The City seeks to enter into a recycling contract with a company that has the resources and ability to provide residential recyclable materials collection services for the City.

It is the intent of the City to accept and evaluate proposals for residential recycling services including collection, processing, and marketing. The goals of the City are to maximize the fullest recovery possible of recyclable materials from all residents and to achieve the most cost-effective solution.

The City encourages Proposers to submit their best proposal possible. Proposers may alter the requirements within this RFP if proposals explicitly describe the change, rationale and price implications. For example, the "dual-stream" scenario assumes the City's current dual-stream collection/processing recycling method. At this time the City is looking to change over to a "single-stream" scenario. An alternate scenario, or multiple design scenarios may also be included for discussion. Each scenario proposed must have a distinct, associated price.

Proposers may elect to propose to include "revenue sharing" in their price formula. This proposal option is present in each of the scenarios. Proposers may also elect to not include revenue sharing such that their proposed service charges reflect a "flat fee" approach whereby the Proposer intends to keep all revenue from sale of recyclable materials.

This RFP does not imply, and should not be interpreted to imply, a proposed set of final contract terms. A final contract will be negotiated with the successful contractor. This RFP and the successful proposal will be a basis for these negotiations. The final contract shall supersede and replace this RFP and successful proposal, unless agreed to otherwise.

2 . BACKGROUND

The City's current recycling contract requires single-family households to be serviced on the frequencies and schedules described in Table 1.

Table 1
Collection Frequency and Days

City	Collection Frequency	Collection Day of Week
Independence	Bi-Weekly	Friday

The current collection days for the City shall be maintained under the new Contract. Currently, the City is divided into two sections with alternate recycling weeks. The City is open to proposals that divide the City into different recycling days, but pickup service must continue to be on Fridays.

The City has its own public education program, including outreach tools such as: written literature mailed to residents and individual web pages. The public education program that describes the recycling services in the City can be found on the City's website listed in Table 2. Copies of the public education literature are available to Proposers upon request.

Table 2
Public Education Resources

City	Web Page	Flyer/ Brochure and/or Newsletter (hard copies)
Independence	www.ci.independence.mn.us	Quarterly resident newsletter

The current demographics of the City are listed in Table 3.

Table 3
Demographics

City	Population	Curbside Recycling Household Counts	Single Family Homes	Multi-Family Dwelling Units
Independence	3,778	1,394	1,394	0

The City currently has a dual-stream recycling program for fiber and rigid containers. Paper products accepted in the City's recycling programs include old newspaper (ONP), old magazines (OMG) including catalogs, old corrugated containers (OCC), household office paper and mail (HOPM), old boxboard (OBB), phone books, paperback books, and notebooks. Rigid containers accepted in the program include glass bottles and jars, plastic bottles with a neck, steel food cans, and aluminum cans.

3. GENERAL REQUIREMENTS FOR RESIDENTIAL COLLECTIONS

3.1 Proposer Service Requirements

The Proposer agrees to provide residential recycling services to all single-family households in the City.

3.2 Collection Vehicle Equipment Requirements

All collection vehicles used in performance of the contract shall be duly licensed and inspected by the State of Minnesota and shall operate within the weight allowed by Minnesota Statutes. Each collection vehicle shall be equipped with the following:

- a. Two-way communications device.
- b. First aid kit.
- c. An approved 2A10BC Dry Chemical Fire Extinguisher.
- d. Warning flashers.
- e. Warning alarms to indicate movement in reverse.
- f. Signs on the rear of the vehicle which states "This Vehicle Makes Frequent Stops".**
- g. A broom and shovel for cleaning up spills.

All of the required equipment must be in proper working order. All vehicles must be maintained in proper working order and be as clean and free from odors as possible. All vehicles must be clearly identified on both sides with Proposer's name and telephone number.

3.3 Personnel Requirements

Proposer shall retain sufficient personnel and equipment to fulfill the requirements and specifications of the services described in this RFP. The Proposer will provide a Route Supervisor to oversee the recycling route drivers servicing the City. The Route Supervisor will be available to address customer complaints each day. The Proposer shall have on duty Monday through Friday from 7:00 a.m. to 5:00 p.m. a dispatch customer service representative to receive customer calls and route issues. The Proposer shall provide a 24-hour answering service line or device to receive customer calls. The Route Supervisor and all collection vehicles must be equipped with 2-way communication devices.

Proposer's personnel will be trained both in program operations and in customer service and insure that all personnel maintain a positive attitude with the public and in the work place and shall:

- a) Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- b) Perform their duties in accordance with all existing laws and ordinances and future amendments thereto of the Federal, State of Minnesota, and local governing boards.
- c) Be clean and presentable in appearance, as so far as possible.
- d) Wear a uniform and employee identification badge or name tag.
- e) Drive in a safe and considerate manner.
- f) Manage containers in a careful manner, by picking them up, emptying their contents into the collection vehicle, and placing - not throwing or sliding - the container back in its curbside location so as to avoid spillage and littering or damage to the container.
- g) Monitor for any spillage and be responsible for cleaning up any litter or breakage.
- h) Avoid damage to property.
- i) Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.
- j) Be in possession of a valid MN CDL

3.4 Point of Collection

Except for the municipal facility, all recyclable material collection service will occur at the curbside.

3.5 Recycling Containers

The Dual-Stream Collection isn't an option at this time.

Single-Stream Collection

Proposer shall provide containers for use in single-stream collection programs.

The Proposer will maintain an inventory of new and replacement containers and will be required to service and repair damaged containers. Proposer shall maintain sufficient cart inventory of various sizes to meet supply and demand needs for the entire term of the contract.

The standard cart size shall be approximately 60-gallons. The carts shall be uniform and consistent in color and design and have a recycling symbol and approved instruction label attached, so as to be easily identified by the resident/customer and the Proposer Driver as the container for recyclable materials collection.

Thirty and ninety-gallon carts of similar design shall be provided to residents who request a different level of service. Additional cans will be provided at no extra charge to residents who request them.

Each cart will be delivered with a package of recycling information provided by the Proposer and approved by the City explaining what and how to recycle using the single-stream method.

The Driver is required to record and report to Proposer dispatch the location of any cart that is damaged and that cart shall be repaired or replaced by the Proposer or designated subcontractor within one (1) week of the report of damage.

3.6 Collection

Single-Stream Collection

Recycling carts shall be placed by the residents at curbside on collection day, with the handle toward the house and the lid opening toward street. The Proposer shall collect from each participating household, all acceptable materials that have been prepared according to publicized procedures. The driver is required to place the emptied cart back down in the same curbside location as set by the resident. In no case is the cart to be left in the street.

The City assumes that all residents receiving single-stream curbside collection service will be collected once every two weeks.

3.7 City Retains Right to Specify Resident Preparation Instructions

The Proposer shall agree that it is the City's sole right to clearly specify the resident sorting and setout requirements. Such information shall be included in the City's annual public education flyers and web pages as well as any public education pieces distributed by the Proposer with approval from the City.

3.8 Procedure for Unacceptable Recyclable Materials

If Proposer determines that a resident has set out unacceptable or non-targeted recyclable materials, the driver shall use the following procedures:

Driver Education Tag

Proposer shall leave the non-targeted materials in the resident's curbside recycling bin and leave a City approved "education tag" indicating acceptable materials and the proper method of preparation.

Recording Addresses with Unacceptable Materials

The driver shall record the address on forms acceptable to the City. Proposer shall report the address to the City contact at the end of each collection week.

If this procedure for handling non-targeted materials is not feasible for single-stream collection systems, the Proposer must so specify and explain alternative public education system to maintain and improve quality of recyclable materials set out by residents.

3.9 Collection Hours

Proposer shall maintain sufficient equipment and personnel to assure that all collection operations commence no earlier than 7:00 a.m. and are completed by 6:00 p.m. on the scheduled collection day.

3.10 Cleanup Responsibilities

Proposer shall adequately clean up any materials spilled or blown during the course of collection and/or hauling operations. All collection vehicles shall be equipped with a broom and shovel for use in cleaning up any spills. Any unacceptable materials left behind should be secured within resident's recycling container, if provided. Driver shall take all precautions possible to prevent littering of unacceptable recyclable materials. Proposer shall have no responsibility to remove any items that are not recyclable materials.

3.11 Missed Collection Policy & Procedures

In the City's public education information, residents will be directed to call the Proposer for missed collections and other service issues.

The Proposer shall designate a staff person as an account representative for the City. A direct phone number (e.g., cellular phone, etc.) shall be provided for City staff to use for purposes of communicating immediate service needs. The Proposer shall also designate a back-up contact person, including a corresponding second, direct phone number. These Proposer phone numbers will not be published in public education literature, but rather used by City administrative staff.

The Proposer shall have a duty to pick up missed collections. Proposer agrees to pick up all missed collections on the same day that the Proposer receives notice of a missed collection, provided notice is received by Proposer before 11:00 a.m. on a business day. With respect to all notices of a missed collection received after 11:00 a.m. on a business day, Proposer agrees to pick up that missed collection before 6:00 p.m. on the business day immediately following.

Proposer shall provide staffing of a telephone-equipped office to receive missed collection complaints between the hours of 7:00 a.m. and 5:00 p.m. on weekdays, except holidays. The Proposer shall have an answering machine or voice mail system activated to receive phone calls after hours. Proposer shall keep a log of all calls, including the subject matter, the date and time received, the Proposer's response, and the date and time of response. This information shall be provided to the City in a monthly report.

3.12 Non-Completion of Collection and Extension of Collection Hours

If the Proposer determines that the collection of recyclable materials will not be completed by 6:00 p.m. on the scheduled collection day, Proposer shall notify the City's contact person by 4:00 p.m., and request an extension of the collection hours. Proposer shall inform the City of the areas not completed, the reason for non-completion, and the expected time of completion.

3.13 Severe Weather

Recycling collections may be postponed due to severe weather at the sole discretion of the Proposer. Upon postponement, collection will be made on a day agreed upon between the Proposer and the City.

3.14 Annual Recycling Calendar, Holidays

The City shall publish the yearly calendars including alternate collection days, with assistance from the Proposer. Holidays refers to any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other holidays mutually agreed to by the City and Proposer. In no instance will there be more than one holiday during a collection week. When the scheduled collection day falls on a holiday, collection for that day will be collected one day later.

3.15 Weighing of Loads

Proposer will keep accurate records consisting of an approved weight slip or electronic equivalent with the date, time, collection route, driver's identification, vehicle number, tare weight, gross weight, net weight, and number of recycling stops for each loaded vehicle.

Collection vehicles will be weighed quarterly or semi-annually to obtain a tare weight. Paper or electronic versions of each weight ticket shall be maintained on file by the Proposer for at least three years in the event of an audit by the City.

3.16 Unauthorized Collection

Only a licensed recycling hauler under contract with the City or with the property owner shall collect, remove, or dispose of recyclables after they have been set out for collection. The City's recycling Proposer's employees may not collect or scavenge through recycling in any manner that interferes with the contracted recycling services.

The Proposer shall report to the City any instances of suspected scavenging or unauthorized removal of recyclable materials from any collection containers.

3.17 Utilities

The Proposer shall be obligated to protect all public and private utilities whether occupying street or public or private property. If such utilities are damaged by reason of the Proposer's operations, under the executed contract, he/she shall repair or replace same, or failing to do so promptly, the City shall cause repairs or replacement to be made and the cost of doing so shall be deducted from payment to be made to the Proposer.

3.18 Damage to Property

The Proposer shall take all necessary precautions to protect public and private property. Except for reasonable wear and tear, the Proposer shall repair or replace any private or public property, including, but not limited to sod, mailboxes, or recycling bins, which are damaged by the Proposer. Such property damage shall be addressed for repair or replacement, at no charge to the property owner, within forty-eight (48) hours with property of the same or equivalent value at the time of the damage.

If the Proposer fails to address the repair or replacement damaged property within forty-eight (48) hours, the City may, but shall not be obligated to, repair or replace such damaged property, and the

Proposer shall fully reimburse the City for any of its reasonably incurred expenses. The Proposer shall reimburse the City for any such expenses within ten (10) days of receipt of the City's invoice.

3.19 Municipal Facilities

The Proposer will provide free recycling service, at least every other week at the City's municipal building, 1920 County Road 90, Independence, MN. In general, the Proposer will provide carts (wheeled carts with lids, with approximately 64-gallons capacity) or other mutually agreed upon containers to facilitate that service. The carts shall be labeled by the Proposer with appropriate stickers to identify the acceptable recyclable commodities.

3.20 Reports

Materials Reports

The Proposer will report on a monthly and yearly basis, the following information regarding the City's recyclable materials quantities (in tons):

- Number of curbside recycling "stops" (i.e., number of households with recyclables set out at the curb) per collection (i.e., weekly or bi-weekly stop count);
- Gross amounts of materials collected, by recyclable material;
- Net amounts of materials marketed, by recyclable material;
- Amounts stored, by recyclable material, with any notes as to unusual conditions;
- Amounts of process residuals disposed
- Composition of process residuals disposed; and
- Revenue share credits back to the City (if any).

Monthly reports shall be due to the City by the 15th day of each month for material collected by the Proposer during the preceding calendar month. Annual reports to the City shall be due by the last day of January for materials received by the Proposer during the preceding calendar year. The Proposer will be encouraged to include in its annual report recommendations for continuous improvement in the City's recycling programs (e.g., public education, reduction of non-targeted materials, etc.).

Monthly Customer Relations Report

Each month the Proposer shall provide the City with the following reports:

- A list of all customer complaints, including a description of how each complaint was resolved.
- A list of all addresses where education tags were left for residents and why the tags were left.
- A list of all missed pick-ups reported to the Proposer.

The monthly reports shall be sent by mail, fax or e-mail to the City's contact person.

3.21 Publicity, Promotion, and Education

City- Provided Public Education

The City shall prepare and distribute recycling information to residents each year. For example, the City may produce brochures with the annual calendar of recycling collection dates, include articles in their municipal newsletters, and/or include recycling instructions on their web sites.

Proposer - Provided Public Education

The Proposer shall conduct its own promotions and public education to increase participation and improve compliance with City-specified resident preparation instructions. At a minimum, this shall include distribution of resident education tags to be left by curbside collection crews if any non-targeted material is rejected and left at the curb. The Proposer shall submit a draft of any public education literature for approval by the City, at least one (1) month before printing and distribution of any such literature.

4. MATERIALS PROCESSING AND MARKETING

4.1 Processing Facilities Must Be Specified

It is intended that all recyclable materials collected by the Proposer will go to recycling markets to be manufactured into recycled content products.

The Proposer shall assure the City that adequate recyclable material processing capacity will be provided for material collected. The proposals must clearly specify the location(s) of its recyclable materials processing facility (or subcontractor's facility) where material collected from the City will be delivered and/or processed. The Proposer shall provide written notice to the City at least 60 days in advance of any substantial change in these or subsequent plans for receiving and processing recyclable materials collected from the City.

Upon collection, the City's Proposer shall deliver the designated recyclable materials to a recyclable material processing center, an end market for sale or reuse, or to an immediate collection center for later delivery to a processing center or end market. It is unlawful for any person to transport for disposal or to dispose of designated recyclable materials in a mixed municipal solid waste disposal facility.

Proposer shall assure that all recyclable materials collected in the City are not landfilled, composted or incinerated except for process residuals. The Proposer shall dispose of no more than 7% of material (by weight) as process residuals as part of recyclable materials processing operations. No recyclable materials will be landfilled, composted or incinerated by the Proposer without written authorization from the City and the Minnesota Pollution Control Agency / Office of Environmental Assistance.

4.2 Lack of Adequate Market Demand

In the event that the market for a particular recyclable material ceases to exist, or becomes economically depressed that it becomes economically unfeasible to continue collection, processing and marketing of that particular material, the Proposer shall give written notice to the City. The notice shall include information demonstrating the effort the Proposer has made to find market sources, and the financial information justifying the conclusion that the market is economically unfeasible. At such conclusion, the City and the Proposer will both agree in writing that it is no longer appropriate to collect such item before collection ceases.

Proposer shall pay the costs of all disposal of any item collected that is deemed not recyclable by Proposer and the City due to lack of adequate market demand. The City and Proposer shall specify a date in the said written agreement to cease collection of the recyclable material in question. Proposer shall at all times be under a duty to minimize recyclable materials ending up in landfill or incineration. If such disposal becomes necessary, Proposer shall dispose of the materials at a facility specified in writing by the City or an alternative agreed upon by the City and the Proposer.

4.3 Estimating Materials Composition as Collected

The Proposer shall conduct at least one materials composition analysis of the City's recyclable materials each year to estimate the relative amount by weight of each recyclable commodity by grade or offer a suitable alternative to a composition analysis.

4.4 Estimating Process Residuals

The Proposer shall provide the City a written description of the means to estimate process residuals derived from the City's recyclable materials. This written description shall be updated by the Proposer immediately after any significant changes to the processing facilities used by the Proposer.

4.5 Performance Monitoring

The City will monitor the performance of the Proposer against goals and performance standards required within this RFP and in the contract. Substandard performance as determined by the City will constitute non-compliance. If action to correct such substandard performance is not taken by the Proposer within 60 days after being notified by the City, the City may initiate the contract termination procedures.

5. PAYMENT AND DAMAGES

5.1 Compensation for Services

The City agrees to pay the Proposer for recycling collection services provided to the City as described in the Proposer's proposal, and made part of an executed contract, based on the number of household units certified by the City. By November 1st of each year the City will review the number of certified units and notify Proposer of any changes.

Proposer shall submit itemized bills for recycling collection services provided to the City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to the City.

5.2 Revenue Sharing

All qualified proposals shall state explicitly if the Proposer elects to participate in revenue sharing with the City. If the City awards its contract to a Proposer that elected to propose revenue sharing, and if the final contract negotiated includes revenue sharing, the Proposer shall, on a monthly basis, rebate an amount to that City based on a mutually agreed upon formula.

If a revenue sharing component is offered for any commodity, each month the Proposer shall provide adequate documentation of the revenue sharing rebate calculation, including monthly estimates of: tons for all commodities, monthly index prices, margin prices, and total net revenue

share amounts. The City understands that at times of poor market conditions, net revenues may equal zero, but shall not go negative. The City shall not be charged for net revenue sharing, only credited or neutral (e.g., \$0 per ton). i.e., the Margin Price shall serve as the effective "floor price" for net revenue by commodity.

The Proposer shall provide copies of the referenced published Index Prices with each monthly invoice statement.

The Proposers shall clearly describe their means for allocating recyclable tonnage to the City in their proposals. The Proposers shall also provide a detailed explanation of how the tonnage "split" estimates will be calculated for each commodity.

5.3 Liquidated Damages

The Proposer shall agree, in addition to any other remedies available to the City, that the City may withhold payment from the Proposer in the amounts specified below as liquidated damages for failure of the Proposer to fulfill its obligations.

The following acts or omissions shall be considered a breach of the contract:

- a) Failure to respond to legitimate service complaints within 24 hours in a reasonable and professional manner - \$50 per incident.
- b) Failure to collect properly notified missed collections (asper Section 3.11 of this RFP) - \$250 per incident.
- c) Failure to provide monthly and annual reports (as per Section 3.20 of this RFP) - \$100 per incident.
- d) Failure to complete the collections within the specified timeframes (as per Sections 3.9 and 3.12 of this RFP) - \$100 per incident
- e) Failure to clean up from spills during collection operations (as per Section 3.10 of this RFP) - \$250 per incident
- f) Failure to report on changes in location of recyclable materials processing operations - \$250 per incident.

The Proposer shall be liable for liquidated damages amount(s) upon determination of the City that performance has occurred that is not consistent with the provisions of the contract. The City shall notify Proposer in writing or electronically of each act or omission discovered by the City. It shall be the duty of the Proposer to take whatever steps or action may be necessary to remedy the cause of the complaint.

The City may deduct the full amount of any damages from any payment due to the Proposer. The remedy available to the City under this paragraph shall be in addition to all other remedies which the City may have under law or at equity.

Exceptions: For the purposes of this RFP and subsequent contract, the Proposer shall not be deemed to be liable for penalties where its inability to perform recycling collection service is the result of conditions beyond the control of the Proposer, including but not limited to civil disorder, acts of God, inclement weather severe enough that trucks cannot safely take collections, provided however, that the Proposer shall obtain the approval for the delay from the City's contact person or their designee prior to 4:00 p.m. of the scheduled collection day.

6. INSURANCE AND OTHER LEGAL REQUIREMENTS

6.1 Insurance

Insurance secured by the Proposer shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the contract and shall remain continuously in force for the duration of the contract.

The Proposer must obtain the following insurance coverage with these minimum levels of coverage:

Worker's Compensation Insurance:	Statutory
Proposer's Public Liability Insurance:	\$500,000 each/person \$1,000,000 each/occurrence
Property Damage:	\$500,000 each/person \$1,000,000 each/occurrence
Automotive Insurance:	\$1,000,000 aggregate

6.2 Worker's Compensation

The Proposer shall provide evidence of Workers Compensation insurance covering all employees of the Proposer and subcontractors engaged in the performance of the contract, in accordance with the Minnesota Workers Compensation Law.

6.3 Employee Working Conditions and Respondent's Safety Procedures

The Proposer will ensure adequate working conditions and safety procedures are in place to comply with all applicable federal, state and local laws and regulations. The City reserves the right to inspect on a random basis all trucks, equipment, facilities, working conditions, training manuals, records of claims for Worker's Compensation or safety violations and standard operating procedures documents.

6.4 Equal Opportunity

During the performance of the executed contract, the Proposer, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor Regulations 41CFR, Part 60, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Proposer shall take affirmative action to insure that applicants for employment are qualified, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or

termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

In the event of noncompliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended, in whole or part, in addition to other remedies as provided by law.

6.5 Compliance with Laws & Regulations

In providing services hereunder and in the executed contract, the Proposer shall abide by all statutes, ordinances, rules, and regulations pertaining to the provision of services to be provided hereunder. Any violation shall constitute a material breach of the executed contract.

6.6 Governing Law

The laws of the State of Minnesota shall govern all interpretations of this contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Proposer.

6.7 Waiver

Any waiver by either party of a breach of any provisions of the executed contract shall not affect, in any respect, the validity of the remainder of the executed contract.

6.8 Termination

The City may cancel the contract if the Proposer fails to fulfill its obligations under the contract in a proper and timely manner, or otherwise violates the terms of the contract if the default has not been cured after 90 days written notice has been provided. The City shall pay Proposer all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Proposer as specified in this RFP shall, at the option of the City, become the property of the City, and the Proposer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

6.9 Severability

The provisions of the executed contract are severable. If any portion hereof and in the executed contract is, for any reason, held by a court of competent jurisdiction, to be contrary to law, such decision shall not affect the remaining provisions of the same contract.

6.10 Accounting Standards

The Proposer agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this contract.

6.11 Retention of Records

The Proposer shall retain all records pertinent to expenditures incurred under this contract for a period of three years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this contract shall be retained for three years after final disposition of such property.

6.12 Data Practices

The Proposer agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Proposer must immediately report to the City any requests from third parties for information relating to the contract. The City agrees to promptly respond to inquiries from the Proposer concerning data requests. The Proposer agrees to hold the City, its officers, and employees harmless from any claims resulting from the Proposer's unlawful disclosure or use of data protected under state and federal laws. Only the company names of Proposers submitting proposals will be made public. All proposal documents shall be held as confidential until the City Council awards a new contract and authorizes staff to execute the new contract.

6.13 Inspection of Records and Disclosure

All Proposer records with respect to any matters as specified in this RFP and subsequent contract agreements shall be made available to the City or its duly authorized agents at any time during normal business hours, as often as the City deems necessary to audit, examine and make excerpts or transcripts of all relevant data.

Any reports, information, data, etc. given to, prepared, or assembled by the Proposer under a future contract shall not be made available by the Proposer to any other person or party without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, photographs, and reports prepared by the Proposer shall become the property of the City upon termination of the City's contract with the Proposer.

6.14 Independent Contractor

Nothing contained in this RFP is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Proposer shall at all times remain an independent Contractor with respect to the services to be performed under this contract. Any and all employees of Proposer or other persons engaged in the performance of any work or services required by Proposer under this contract shall be considered employees or sub-contractors of the Proposer only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Proposer.

6.15 Transfer of Interest

The Proposer shall not assign any interest in the contract, and shall not transfer any interest in the contract either by assignment or novation, without the prior written approval of the City. The Proposer shall not subcontract any services under this contract without prior written approval of the City. Failure to obtain such written approval by the City prior to any such assignment or subcontract shall be grounds for immediate contract termination.

6.16 Non-Assignability

The parties hereby agree that Proposer shall have no right to assign or transfer its rights and obligations without written approval from the City.

6.17 Bankruptcy

In the event the Proposer, its successors or assigns files for Bankruptcy as provided by federal law, the recycling service agreement shall be immediately deemed null and void relieving all parties of their contract rights and obligations.

6.18 Indemnification

The Proposer agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the Proposer, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

6.19 Performance & Payment Bond

Proposer shall execute and deliver to the City a Performance and Payment Bond with the corporate surety in the sum of \$25,000 or equal ("*equal*" may include a Letter of Credit from a banking institute approved by the City). The contract shall not become effective until such a bond, in a form acceptable to the City, has been delivered to the City and approved by the City Attorney.

The executed contract shall be subject to termination by the City at any time if said bond shall be cancelled or the surety thereon relieved from liability for any reason. The term of such performance bond shall be for the life of the executed contract. Extensions or renewals shall require the execution and delivery of a performance bond in the above amount to cover the period of extension or renewal.

6.20 Conflict of Interest

Proposer agrees that no member, officer, or employee of the City shall have any interest, direct or indirect, in the executed contract or the proceeds thereof. Violation of this provision shall cause the executed contract to be null and void and the Proposer will forfeit any payments to be made under the executed contract.

6.21 Entire Contract

The future, executed contract supersedes all verbal agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of the executed contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

6.22 Contract Conditions

The City reserves the right to waive minor irregularities in the proposal documents and to reject any or all proposals. The City reserves the right to enter into a contract with a Proposer who does not submit the lowest cost proposal.

The Proposer shall be required to execute the City's contract and to fulfill the requirements contained within it. The Bond and Certificate of Insurance shall be provided when the contract is executed.

The Proposer shall review and return signed copies of the contract within 30 days of receipt of the contract.

7. TERM OF CONTRACT

The term of the new recycling contract for the City will be a period of thirty-six (36) months from January 1, 2021 through December 31, 2023.

8. SUBMITTING PROPOSALS

8.1 Notification of Intent

Prospective Proposers interested in responding to this RFP shall notify the City in writing (faxes are acceptable) of their interest in proposing. Notifications of intent should be sent to: City of Independence, 1920 County Road 90, Independence, MN 55359, or email, bhorner@ci.independence.mn.us.

Notifications shall include Proposer's name, title, address, phone number, e-mail address.

Notification of intent must be made by 12:00 p.m. Central Time, Thursday, Sept. 24, 2020.

8.2 Requests for Clarification

Questions, requests for clarification or requests for information about this RFP or process must be submitted in writing to the City by **4:00 p.m. Central Time, Monday, Sept. 28, 2020**. All questions and requests for more information and the City's responses will be summarized in writing and forwarded to all other qualified Proposers prior to **4:00 p.m., Thursday, Oct. 1, 2020**. Any other unauthorized contact with other City staff or City Council members will subject the company to disqualification from further consideration. This restriction will be in effect from the date this RFP is finalized and released through the date of final contract award (including authorization for execution) by the City Council.

8.3 Proposers May Team with Other Companies

It is recognized that some prospective haulers may wish to subcontract with other companies for processing services. This is allowed as needed, but all such Proposer-subcontractor relationships must be explicitly described in each proposal scenario. The City will contract with only one primary Contractor for the recycling services.

Multiple Proposers may team up with other complementary hauling or recycling companies provided there is no collusion. A company may be listed as a part of more than one team as long as this company submits a written certification that no collusion occurred between competing proposals.

8.4 How to Submit Proposals

Proposals shall be submitted to the City no later than **4:00 p.m. Central Time, Wednesday, Oct. 7, 2020**, to be considered eligible. Proposals shall be submitted in a sealed envelope with the name of the proposing company on the outside and addressed as follows:

Enclosed: City of Independence
Attn: Recycling Service Proposals
1920 County Road 90
Independence, MN 55359

Proposals will be treated in accordance with Mn. Statutes 13.591, Subdivision 3 (b), Data Practices Act.

Proposers must include one (1) printed copy in the sealed envelope, and one emailed Word version to bhorner@ci.independence.mn.us. The proposal file must be formatted in Microsoft Word or a suitably compatible alternative. Only the company names of Proposers submitting proposals will be made public. All proposal documents shall be held as confidential until the City Council awards a new contract and authorizes staff to execute the new contract.

8.5 Proposal Content

Qualified proposals must include at least the following elements:

- Statement of Proposer qualifications, including at least three references (contact names and phone numbers) of other municipal clients in the Twin Cities metropolitan region receiving similar services.
- List of Principal Officers' names, addresses and contact numbers (telephone, e-mail, fax).
- List of materials proposed to be collected and a discussion and rationale for any proposed changes to the City's standard list of recyclable materials.
- Description of operations at materials processing facility where recyclable materials will be taken including location, hours of operation and capacity.
- Description of how stop counts (i.e., number of set-outs per collection) will be tallied.
- Description of how recyclable tonnages will be allocated to each City (e.g., a standard, assumed amount per stop, etc.).
- Description of how recyclable material "splits" by commodity will be calculated

- Description of how process residuals amount and composition will be estimated

8.6 Single-Stream Proposal Scenario

Prospective Proposers may propose a new single-stream collection and processing system as an alternate to the City's current dual-stream system. Proposers should propose under this single-stream scenario to collect and process the residential curbside material within the form of a single-stream system whereby residents will be instructed to commingle all groups of recyclable materials. If prospective Proposers propose under this single-stream proposal scenario, they must provide an explicit description of the following collection design details:

- Cart size and other specifications.
- The portion of the monthly cost charged to the City for rental of carts.
- Desired residents' material preparation and setout instructions (e.g., if corrugated cardboard is to be placed in the single-stream cart, location of carts, etc.).
- Any other collection system design and operational elements the City will need to fully understand the single-stream proposal.

8.9 Alternative Proposals

Proposers may submit alternative proposals that are different from the above RFP -specified, dual stream or single stream designs. These alternative proposals must include explicit descriptions in a similar level of detail as specified within this RFP the other dual-stream and single-stream design scenarios and corresponding price worksheets. For example, the alternative proposals must include: resident materials sorting/preparation requirements, collection frequency, cart size, cart ownership, etc.

8.10 Price Worksheet

Prospective Proposers must complete a price worksheet as part of each proposal they submit (see Attachment B for worksheet). In addition, Proposers may complete additional price worksheets if their proposed system does not fit into one of the other scenarios. Proposers may fill in the price worksheets in Attachment B or use their own format. However, the Proposer-designed price worksheets must include an equal level of detail and content.

8.11 Proposals May Be Rejected in Whole or Part

The City reserves the right to reject any or all proposals or parts of proposals, to negotiate modifications of proposals submitted, to accept part or all of the proposals on the basis of consideration(s) other than proceeds or cost, and to negotiate specific work elements with a respondent into a project of lesser or greater expense and reimbursement than described in this RFP or the respondent's reply.

8.12 RFP and Proposal to Become Part of Final Contract

The contents of this RFP, the successful proposal, and any written clarifications or modifications to the contents thereof submitted by the successful Proposer may become part of the contractual obligations and be incorporated by reference into the ensuing contract. If any provision of the contract is in conflict with the referenced RFP or proposal, the contract shall take precedent.

9. CONTRACTOR SELECTION PROCESS

9.1 Contractor Selection Process

To the best of its ability, the City will use the following process for its decision-making:

- City staff will review and analyze the details of the qualified submitted proposals. The City reserves the right to ask Proposers for additional information/clarification to better understand the proposals. City staff will recommend the top two (2) Proposers, in rank order of priority, to the City Council.
- City staff will negotiate with the top ranked Proposer. If negotiations with top-ranked Proposer are not successful, the City may then initiate negotiations with the second ranked Proposer, and so on.
- Once a draft contract has been successfully negotiated, City staff will present its recommendations to each City Council. The City Councils may then award the contract and authorize staff to execute it.
- The new recycling contract will commence on January 1, 2021.

9.2 Evaluation Criteria

The City will objectively evaluate the proposals submitted to determine the best value for the City and its residents. A comprehensive set of criteria will be used to quantify the merits of each proposal package, including (but not limited to):

- Strength of qualifications of the Proposer (together with any proposed subcontractor, if any), especially related to the particular needs of the City. Qualifications will include (but not be limited to) the proven capacities of the Proposer (and any subcontractor) to meet the operational requirements of the City.
- Comments from the Proposer's reference clients.
- Innovations proposed to increase participation and recyclable material quantities collected.
- Innovations proposed to improve public education about recycling to all residents.
- The price of the recycling services.
- Overall, net annual cost to the City
- Responsiveness of the Proposer to all other provisions of this RFP.

These evaluation criteria are not presented in any special order. No ranking of these criteria within this RFP is intended or implied. The City reserves the right to consider other criteria in their review of proposal.

Attachment A

Recycling Tonnage Estimates by Material Type for 2012

Residential Recycling Tonnage- 2012 Curbside Single-Family Totals (in Tons)

PAPER:	
Mixed Fibers	43.1
Newsprint	180
METALS:	
Mixed Cans	12.3
PLASTIC:	
Mixed Bottles	10.3
GLASS:	
Glass Bottles/Jars	39.4
TOTAL CURBSIDE TONS:	285.10

Attachment B

Price Worksheets

Instructions for City of Independence

RFP Price Worksheets

A price worksheet must be completed for each design scenario proposed (e.g single stream collection, etc.). **Multiple design scenarios may be submitted.** Please feel free to make multiple copies of the price worksheets as needed.

Proposers may fill in the attached price worksheets or use their own similar format. However, the Proposer - designed price worksheets must include an equal level of detail and content.

If the Proposer proposes under any single-stream or alternate proposal design scenarios, the proposal must explicitly describe the collection service design (e.g., resident materials sorting/preparation requirements, collection frequency, cart size, cart ownership, etc.).

Proposers may propose to participate in revenue sharing with the City at the Proposers discretion. Proposers shall indicate (i.e., "Yes" or "No") if they propose to include revenue sharing. Economic evaluation of proposals will compare total, net annual costs to the City over the contract period.

The basic revenue share formula specified within this RFP can be summarized as a portion of the Proposer's materials sales revenue from sale of all paper grades, aluminum, steel/tin cans and plastic bottles. Proposers may elect to share revenue on one, two, three or all four commodities.

If revenue sharing is implemented, the six, published "Price Indexes" specified below shall be used as a means to simplify the accounting of the proposed revenue share. For all paper grades:

- All paper grades - *Waste News.com* adjunct commodity pricing service: www.SecondaryFiberPricing.com, Midwest/ Central Region, Grade: PS 8 - Special De-ink Quality News, high side, price per short ton, baled, last published price of the month.
-

For the specified rigid container commodities - Waste News.com adjunct commodity pricing service www.SecondaryMaterialsPricing.com, Chicago (Midwest/ Central):

- Metals: Steel cans (sorted, densified, \$ per ton, delivered)
- Metals: Aluminum cans (sorted, baled, cents per pound, delivered)
- PET Plastics Bottles: (baled, cents per pound, picked up) (a)
- Natural HDPE Plastics Bottles: (baled, cents per pound, picked up) (a)
- Colored HDPE Plastics Bottles: (baled, cents per pound, picked up) (a)

Note:

- (a) Plastics bottles composition of sub-grades shall be assumed to be: 50% PET, 25% Natural HDPE, 25% Colored HDPE.

If Proposers elect to share revenue with the City, the Proposers shall quote their revenue share pricing in terms of their proposed "Margin Price" for each of their proposed revenue share commodities.

The City will use the assumed tonnage and material splits in Attachment B for calculating the net revenue share back to the City from all Proposers. It is important to note that the City does not guarantee any minimum tonnage or any specific material splits. These are estimates only for purposes of this RFP and comparing the value of any revenue sharing proposals.

A. Single Stream Collection Scenario ^{< 1}

Proposer's company name: _____

Collection Price Proposed:

Fill in your proposed price for each City proposed recycling services under this scenario.
Fill in "NA"(not applicable) as the price for the City where the scenario does not apply under this design scenario.

\$_____per household per month

Revenue sharing proposed:

Does your proposal include any form of revenue sharing? Yes No

If "Yes", fill in your proposed Margin Price for one or more of the following commodities:

Proposed paper Margin Price: \$_____per ton

Proposed aluminum Margin Price: Cents per pound

Proposed steel cans Margin Price: \$_____per ton

Proposed PET plastic bottles Margin Price: Cents per pound

Proposed natural HDPE plastic bottles Margin Price: Cents per pound

Proposed colored HDPE plastic bottles Margin Price: Cents per pound

Note:

(1) For any single stream collection scenario, the proposal text accompanying this price worksheet must explicitly describe the collection service design (e.g., resident materials sorting/preparation requirements, collection frequency, cart size, cart ownership, etc.).

B. Alternative Collection Scenario²⁾

Proposer's company name: _____

Collection Price Proposed:

Fill in your proposed price for each City proposed recycling services under this scenario.
Fill in "NA"(not applicable) as the price for the City where the scenario does not apply
under this design scenario.

\$_____per household per month

Revenue sharing proposed:

Does your proposal include any form of revenue sharing? Yes No

If "Yes", fill in your proposed Margin Price for one or more of the following commodities:

Proposed paper Margin Price: \$_____per ton

Proposed aluminum Margin Price: Cents per pound

Proposed steel cans Margin Price: \$_____ per ton

Proposed PET plastic bottles Margin Price: Cents per pound

Proposed natural HDPE plastic bottles Margin Price: Cents per pound

Proposed colored HDPE plastic bottles Margin Price: Cents per pound

Note:

(2) For any alternative collection scenario, the proposal text accompanying this price worksheet must explicitly describe the collection service design (e.g., resident materials sorting/preparation requirements, collection frequency, cart size, cart ownership, etc.).



4351 U S Hwy 12 SE

Delano, MN 55328

(763) 972-3335

Contact: Deb Gatz

Andy Bright

Proposal to Independence for Curbside Single Sort Recycling



Wednesday October 7, 2020

1051 McKinley Pkwy
PO Box 169
Delano MN 55328-0169



RandysEnvironmentalServices.com
Phone: 763.972.3335
Fax: 763.972.6042

October 7, 2020

City of Independence
1920 County Road 90
Independence, MN 55359

City Administrator Mark Kaltsas, Mayor Marvin Johnson, Council Members Lynn Betts, Ray McCoy, Brad Spencer and Steve Grotting.

Randy's Environmental Services, a family owned and operated trash hauler has been providing sanitation and recycling services in the Twin Cities Metropolitan area for over forty one years. We are pleased to present this response for service proposal for curbside residential recycling services. Randy's acknowledges and is able to perform all services within the contract provided to us in the proposal packet.

Randy's Environmental Services can help to keep your community quieter and your neighborhood air quality cleaner. Randy's implemented the first trucks in the industry in Minnesota powered by alternative fuel, cleaner, quieter compressed natural gas (CNG). The CNG-fueled Cummins engines in our new trucks produce 95 percent fewer particle emissions that generate soot. They produce 94 percent fewer nitrogen oxide and 68 percent fewer hydrocarbons, both of which contribute to bad air quality. Our new CNG trucks generate much less noise than their counterpart, the diesel truck.

Randy's will provide our AAA NAID certified Document Destruction services to the city owned facilities at no additional charge to the city. Randy's will also provide single stream collection services at city-owned facilities at no charge.

Randy's has been serving the City of Independence for the last 9 years and look forward to many years to come. We appreciate the opportunity to serve your community and the partnership we have developed.

Thank you in advance for your consideration.

Respectfully Submitted,

Andy Bright
Municipal Contracts Manager

Family Owned And Operated Since 1979

4351 US Hwy 12 SE
PO Box 169
Delano MN 55328-0169



www.RandysSanitation.com
Phone: 763.972.3335
Fax: 763.972.6042

October 7, 2020

References:

- 1) City Clerk – Stacey Scharber
sscharber@ci.rogers.mn.us
(763) 428-2253

City of Rogers
22350 Diamond Lake Rd S
Rogers MN 55374

Randy's Environmental Services has provided services for the City of Roger for the past 13 years. Collecting the recycling materials for approximately 4100 households.

- 2) City Administrator – Brian Hagan
brianh@ci.hanover.mn.us
(763) 497-3777

City of Hanover
11250 5th Street NE
Hanover MN 55341

Randy's Environmental Services has provided services for the City of Hanover for approximately the past 11 years. Collecting the recycling materials for approximately 1100 households.

- 3) City Clerk - Jessica Beise
jbeise@ci.corcoran.mn.us
(763) 400-7032

City of Corcoran
8200 County Rd 116
Corcoran MN, 55340

Randy's Environmental Services has provided services for the City of Corcoran for the last 9 years. Collecting the recycling materials for approximately 2000 households.

Family Owned And Operated Since 1979

October 7, 2020



Principal Officers

Owners Randy and Sandy Roskowiak

Manager - Title: Municipal Contract Manager

Andy Bright

Andy.Bright@randyssanitation.com

D. 763-972-4152

C. 612.248.5147

Administrator - Title: Company Operations Administrator

Deb Gatz

dgatz@randyssanitation.com

D. 763.972.4119

C. 612.916.6871



Proposal Content: Continued

Materials Collected

The cart in mold label (see next page) lists acceptable materials and is reflective of today's market and meets county requirements. Randy's would request the city to allow for the possibility that this list may need to be adjusted at some point over the next 5 years. There may be a need to make changes to acceptable materials in order to respond to market demands as well as protect the quality of material we process.

Where do the Materials Go?

In October of 2012, Randy's opened our new state of the art Material Recovery Facility or (MRF) for the processing of recyclables. Being able to bring the materials that we pick up to our own MRF gives us extended opportunities. We are able to identify what materials are being recycled and we can advise city staff on what can be done to help improve their recycling program. Investing in this technology has brought 20 new jobs to the community and really gives us the opportunity to enhance the feedback to the communities we serve. We are able to process over 70 tons of recyclable material a day.

Our facility is located at:

4351 U S Hwy 12

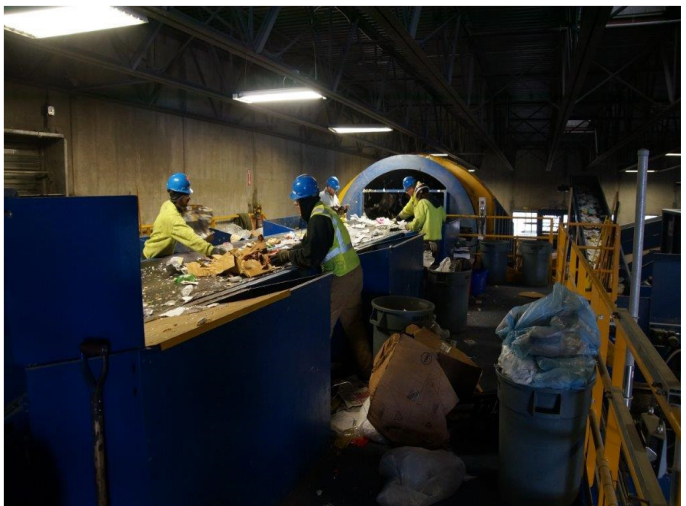
Delano, MN 55328

Hours of Operation are 7:00am – 5:00pm.

Recycling for a Healthier Environment

Ever since the doors have opened we can't keep people out. Every week we host tours of one kind or another to educate people on what we do at Randy's. We have had Council Members, School Boards, State Representatives, and many other community leaders tour our MRF to better understand where their recyclables go.

The MRF does not just serve as a place for us to sort recyclables, but also as an extension of the classroom. Partnering with school districts around the state has been a very rewarding opportunity for us, from a Science class learning about how garbage and recyclables effect our environment to a Destination Imagination Team researching a project that might enhance the way people recycle. The real life experience they receive from touring the MRF guides them in the direction of innovation and creativity. Enhancing the students overall learning experience is the ultimate goal.



Track, Compute, and Optimize

As technology continues to advance in our daily lives, we continue to advance it in the truck. Routeware is a GPS based program that we have installed in all of our trucks. Randy's is now able to report exactly how many houses have participated from one week to the next, exactly which homes participate, and even the time that each container is emptied. This information is invaluable in understanding the performance of our program and where we need to focus our recycling education efforts in the future.

The focus here is to enhance our customer's experience through efficient and effective intelligence from the truck. Routeware sends live data back and forth from the office to the truck which provides everyone with the most accurate information to make the best decisions. We can reduce the amount of "go backs" by looking at Routeware to see if we have serviced that customer yet. This eliminates the extra traffic on the residential streets.



Reporting

Every load of recycling that is brought to our facility is weighed on our scale before it is brought into the building. The actual weight of every Independence load is recorded and reported to the city on a monthly basis.

Determining what is in the Recycling

Annually, Randy's will complete a city wide recycling waste composition audit to determine composition of recyclables that include: Quantity of recyclable materials by material type (in tons) and Quantity of process residuals disposal of (in tons). We apply the recycling composition to the monthly recycling tonnages report. (See following page for detailed Report)

RECYCLING TONNAGE REPORT

Independence

01/01/20 to 12/31/20

[illegible]

Below is an example of the sticker that is placed on each recycle cart, explaining acceptable and not acceptable items. This helps the resident reduce contamination in the recycling.



Single-Sort Recycling Program

Collection Schedule can be found on our website.
www.RandysSanitation.com

Please recycle the following items:

Aluminum beverage cans
Metal food cans
Glass bottles & jars (all colors)
Plastic containers & lids (#1 through #5)
Aseptic and gable-topped containers
Newspaper
Cardboard
Boxboard ie: cereal, cracker, shoe boxes
Mixed mail
Magazines
Office Paper
Envelopes

Place your recycling cart facing forward at least 3 feet away from your garbage container and 3 feet away from mailboxes.



Items not accepted:

No plastic bags
No egg cartons
No Styrofoam
No pizza boxes
No food soiled paper
No window glass
No mirror or plate glass
No ceramic or porcelain
No toys, dishes,
No plastic hangers
No motor oil jugs
No metal car parts
No flower pots
No batteries
No Shredded Paper

A. Single Stream Collection Scenario ⁽¹⁾

Proposer's company name: Randy's Environmental Services

Oct. 2020

Collection Price Proposed:

Fill in your proposed price for each City proposed recycling services under this scenario.
Fill in "NA"(not applicable) as the price for the City where the scenario does not apply under this design scenario.

\$ 4.05 per household per month Randys would respectfully ask for a 2.75% increase to each additional year of the contract to help accommodate the declining commodity markets and increased labor expenses.

Revenue sharing proposed:

Does your proposal include any form of revenue sharing? ☐ Yes ☒ No

If "Yes", fill in your proposed Margin Price for one or more of the following commodities:

Proposed paper Margin Price: \$ N/A per ton

Proposed aluminum Margin Price: Cents N/A per pound

Proposed steel cans Margin Price: \$ N/A per ton

Proposed PET plastic bottles Margin Price: Cents N/A per pound

Proposed natural HDPE plastic bottles Margin Price: Cents N/A per pound

Proposed colored HDPE plastic bottles Margin Price: Cents N/A per pound

Note:

(1) For any single stream collection scenario, the proposal text accompanying this price worksheet must explicitly describe the collection service design (e.g., resident materials sorting/preparation requirements, collection frequency, cart size, cart ownership, etc.).

Randy's shall collect Recyclables from all residential units every other week within the city of Independence. Randy's will provide our standard 65 gallon single sort cart to each resident to use. A resident may request a larger 96 gallon cart to replace the 65 gallon at no additional cost.

Residents will be required to bring their cart down curbside for bi-weekly pickup. The service day will remain Friday as it has been.

B. Alternative Collection Scenario ⁽²⁾

Proposer's company name: [Randy's Environmental Services](#)

Collection Price Proposed:

Fill in your proposed price for each City proposed recycling services under this scenario.
Fill in "NA"(not applicable) as the price for the City where the scenario does not apply under this design scenario.

[No alternative Collection Scenario](#) per household per month

Revenue sharing proposed:

Does your proposal include any form of revenue sharing? ☐ Yes ☐ No

If "Yes", fill in your proposed Margin Price for one or more of the following commodities:

Proposed paper Margin Price: \$____ per ton

Proposed aluminum Margin Price: Cents____ per pound

Proposed steel cans Margin Price: \$____ per ton

Proposed PET plastic bottles Margin Price: Cents _____ per pound

Proposed natural HDPE plastic bottles Margin Price: Cents _____ per pound

Proposed colored HDPE plastic bottles Margin Price: Cents ____ per pound

Note:

(2) For any alternative collection scenario, the proposal text accompanying this price worksheet must explicitly describe the collection service design (e.g., resident materials sorting/preparation requirements, collection frequency, cart size, cart ownership, etc.).

CITY OF INDEPENDENCE - RANDY'S SANITATION

CONTRACT FOR SINGLE SORT RECYCLING COLLECTION SERVICES

This Contract is made and effective as of January 1, 2021, by and between the City of Independence, a Minnesota municipal corporation ("City") and Randy's Sanitation, Inc. d/b/a Randy's Environmental Services, 4351 US Hwy 12, PO Box 169, Delano, MN ("Hauler").

1. Purpose of Contract. The purpose of the Contract is to provide for the collection, processing and disposal of single sort residential recyclable materials in the City, and certain marketing of such services. The goal is to maximize the fullest recovery possible of recyclable materials from all residents in the most cost-effective fashion that complies with the statutes and policies of the State of Minnesota, the directives of the Twin Cities Area Metropolitan Council, and the policies and ordinances of the County of Hennepin. The parties also intend to minimize wear and damage to City streets, roads, and private drives, and culverts, drainage ways and other public facilities within the City, all at the minimum possible cost to the City.

2. Terms of Service

- A. General Terms. The City's Request for Proposals dated August 20, 2020 ("RFP"), including specifically Sections 3-6 as modified by this Contract, is incorporated herein by reference. The Hauler shall perform recycling services in accordance with this Contract and the Hauler's Proposal to Independence for Curbside Single Sort Recycling, dated October 7, 2020 ("Proposal"). In the event of any conflict between the terms of this Contract and the Proposal, this Contract shall control. The City shall maintain copies of the Proposal. Any modification to this Contract, including the Proposal, shall only be effective if made in writing and signed by both parties.
- B. Modification to RFP Terms. The following requirements in the RFP are modified as provided below:

Section 6.1 of the RFP is modified read as follows:

6.1 Insurance.

On or before the January 1, 2021 effective date of this Contract, Hauler shall furnish to the City a certificate of insurance evidencing Hauler's receipt of an insurance policy from a company reasonably acceptable to the City, which policy shall name the City as an additional insured and shall require that the City be notified thirty (30) days prior to any expiration or cancellation. Such insurance shall be in force on the date of this Contract and shall remain continuously in force for the duration of the contract. The Hauler must obtain the following insurance coverage with these minimum levels of coverage:

Worker's Compensation Insurance:	Statutory
Hauler's Public Liability Insurance:	\$500,000 each/person \$1,500,000 each/occurrence

Property Damage:	\$500,000 each/person \$1,500,000 each/occurrence
Automotive Insurance:	\$1,500,000 aggregate

Section 6.19 of the RFP is modified to read as follows:

6.19 Performance and Payment Bond.

On or before the January 1, 2021 effective date of this Contract, Hauler shall deliver to the City a Performance and Payment Bond with corporate surety in the sum of \$25,000, or a Letter of Credit in the sum of \$25,000, in a form and from a banking institution approved by the City. This Contract shall not be effective until such security has been delivered to the City and approved by the City Attorney. The term of such security shall be the term of this Contract, and this Contract shall be subject to termination by the City at any time if said security is not maintained or is cancelled.

3. Term of Contract. The term of this Contract shall commence on January 1, 2021 and end on December 31, 2023.

4. Entire Contract. This Contract and the Proposal supersede all verbal agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the date and year written above.

CITY OF INDEPENDENCE

By _____
Mayor

By _____
City Administrator

RANDY'S SANITATION, INC.

By _____
Its _____