



CITY COUNCIL REGULAR MEETING

St. Francis Area Schools District Office, 4115 Ambassador Blvd. NW

Monday, October 02, 2023 at 6:00 PM

AGENDA

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. APPROVAL OF AGENDA

4. CONSENT AGENDA

A. City Council Minutes - September 18, 2023

B. Acknowledgement to Conduct Excluded Bingo

C. MMUA Safety Management Program Contract

D. Rum River Swale Stabilization Project Agreement

E. The Bluffs of Rum River Final Plat Submittal Extension

Resolution 2023-58 extending the final plat submittal deadline for the Bluffs at Rum River

F. Northrop Grumman IUP Extension

Resolution 2023-59 extending the Interim Use Permit approval for site grading on the Richard D. Schroeder Ammunition Range

G. Well # 3 Rehabilitation

H. Routine Replacement of Bobcat Toolcat

I. Routine Recycling Agreement

J. Payment of Claims

5. MEETING OPEN TO THE PUBLIC

6. SPECIAL BUSINESS

7. PUBLIC HEARING

8. OLD BUSINESS

9. NEW BUSINESS

A. Minnetonka Game & Fish Club CUP Amendment and Ordinance Amendment - First Reading

Ordinance 323 modifying section 10-65-02 gun club in the zoning code

Resolution 2023-60 approving a Conditional Use Permit amendment for the Minnetonka Game & Fish Club

B. Code Enforcement Extension Request

10. MEETING OPEN TO THE PUBLIC

11. REPORTS

12. COUNCIL MEMBER REPORTS

13. UPCOMING EVENTS

October 9 - City Offices closed in observance of Columbus Day/
Indigenous Peoples' Day

October 16 - City Council Meeting

October 18 - Planning Commission Meeting

October 24 - Public Works Open House Event

14. ADJOURNMENT

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA

St. Francis Area Schools District Office 4115 Ambassador Blvd. NW

September 18, 2023

6:00 p.m.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

The regular City Council meeting was called to order at 6:00 p.m. by Mayor Joe Muehlbauer.

2. ROLL CALL

Members Present: Mayor Joe Muehlbauer, Councilmembers Robert Bauer, Kevin Robinson, and Sarah Udvig.

Also present: City Administrator Kate Thunstrom, Deputy City Administrator/City Clerk Jenni Wida, Community Development Director Colette Baumgardner, Assistant City Attorney Dave Schaps (Barna, Guzy & Steffen), Public Works Director Paul Carpenter, Fire Chief Dave Schmidt, Finance Director Darcy Mulvihill, City Engineer Craig Jochum (Hakanson Associates, Inc.), Police Chief Todd Schwieger and City Planner Beth Richmond (HKGi).

3. APPROVAL OF AGENDA

MOTION BY: UDVIG SECOND: ROBINSON APPROVING THE REGULAR CITY COUNCIL AGENDA

Ayes: Udvig, Robinson, Bauer and Mayor Muehlbauer.

Nays: None

Motion carries: 4-0

4. CONSENT AGENDA

A. City Council Minutes - September 5, 2023

B. 2023 Municipal Waste Prevention and Recycling Grant

C. Voting Operations, Technology, & Election Resources (VOTER) Account

D. Payment of Claims

MOTION BY: ROBINSON SECOND: BAUER APPROVING THE REGULAR CITY COUNCIL CONSENT AGENDA

Ayes: Udvig, Robinson, Bauer and Mayor Muehlbauer.

Nays: None

Motion carries: 4-0

5. MEETING OPEN TO THE PUBLIC

Mayor Muehlbauer asked City Clerk Wida if they had anyone wanting to speak. She said they did not.

6. SPECIAL BUSINESS

7. PUBLIC HEARINGS

A. AutoZone Comprehensive Plan Amendment, Rezoning, Site Plan, Easement Vacation

Resolution 2023-50 Approving a Comprehensive Plan Amendment for Lot 1 Block 1 Crown 2nd Addition from Business Park/Light Industrial to Commercial and authorizing submission of the amendment to the metropolitan council for review

Ordinance 322 Approving rezoning of Lot 1 Block 1 Crown 2nd Addition from BPK to B2 - First Reading

Resolution 2023-51 Approving a site plan for Lot 1 Block 1 Crown 2nd Addition

Resolution 2023-52 Vacating the ingress and egress easement over Lot 1 Block 1 Crown 2nd Addition

City Planner Richmond reviewed the Staff report concerning Comprehensive Plan amendments, rezoning, site plan review, and easement vacations for the AutoZone project. She shared the Planning Commission's recommendation of approval for all requests.

Mayor Muehlbauer opened the Public Hearing at 6:06 p.m.

Alan Catchpool with Kimley-Horn Engineering came forward and shared that he is here on behalf of AutoZone. He shared that they just submitted revised plans taking into account all suggestions and conditions. He stated that they will continue to work with Staff on whatever else is needed to get this project done.

Mayor Muehlbauer closed the Public Hearing at 6:07 p.m.

Robinson asked if the easement vacation will interfere with work being done on Highway 47. City Administrator Thunstrom explained that the State Highway Department has reviewed this application. She noted that modifications will have to be made.

Robinson asked if Autozone was made aware that changes to Highway 47 may be happening in the future. Mr. Catchpool said that they are still waiting for the City to submit the plans to the Department of Transportation. He added that they are under the assumption that the driveway will get closed off which is the reason for the requested easement.

Robinson asked if the other businesses on this corridor, including the bottle shop, will have to give up frontage. Thunstrom explained that it is possible that they may gain right of way and the properties may get a few extra feet of property.

MOTION BY: BAUER SECOND: UDVIG TO APPROVE RESOLUTION 2023-50 TO REGUIDE LOT 1 BLOCK 1 CROWN 2ND ADDITION FROM BUSINESS

PARK/LIGHT INDUSTRIAL TO COMMERCIAL WITH CONDITIONS AND FINDINGS OF FACT AS PRESENTED BY STAFF AND TO AUTHORIZE SUBMITTAL OF THIS AMENDMENT TO THE METROPOLITAN COUNCIL FOR FINAL REVIEW.

Ayes: Udvig, Robinson, Bauer and Mayor Muehlbauer.

Nays: None

Motion carries: 4-0

MOTION BY: ROBINSON SECOND: BAUER TO APPROVE THE 1ST READING OF ORDINANCE 322 REZONING LOT 1 BLOCK 1 CROWN 2ND ADDITION FROM BPK BUSINESS PARK TO B-2 GENERAL BUSINESS AS PRESENTED BY STAFF.

A roll call vote was performed:

Mayor Muehlbauer	aye
Councilmember Robinson	aye
Councilmember Udvig	aye
Councilmember Bauer	aye

Motion carried 4-0

MOTION BY: BAUER SECOND: ROBINSON TO APPROVE RESOLUTION 2023-51 APPROVING THE SITE PLAN FOR THE AUTOZONE PROJECT WITH CONDITIONS AND FINDINGS OF FACT BY STAFF.

Ayes: Udvig, Robinson, Bauer and Mayor Muehlbauer.

Nays: None

Motion carries: 4-0

MOTION BY: UDVIG SECOND: BAUER TO APPROVE RESOLUTION 2023-52 APPROVING THE VACATION OF AN EXISTING INGRESS AND EGRESS EASEMENT ACROSS LOT 1 BLOCK 1 CROWN 2ND ADDITION WITH CONDITIONS AND FINDINGS OF FACT BY STAFF.

Ayes: Udvig, Robinson, Bauer and Mayor Muehlbauer.

Nays: None

Motion carries: 4-0

8. OLD BUSINESS

A. Serenity at Seelye Brook Rezoning – 2nd Reading

Ordinance 312 approving rezoning land located north of Bridgestone Road NW and South of Seelye Brook from A-2 to RR - Second Reading

Resolution 2023-53 authorizing the summary publication of ordinance 312. second series rezoning land located north of Bridgestone Road NW and South of Seelye Brook from A-2 to RR

Richmond reviewed the Staff report in regard to Serenity at Seelye Brook Development.

MOTION BY: ROBINSON SECOND: BAUER TO APPROVE THE 2ND READING OF ORDINANCE 312 REZONING THE SERENITY AT SEELYE BROOK SITE FROM A-2 TO RR.

A roll call vote was performed:

Mayor Muehlbauer	aye
Councilmember Robinson	aye
Councilmember Udvig	aye
Councilmember Bauer	aye

Motion carried 4-0

MOTION BY: SECOND: TO APPROVE RESOLUTION 2023-53 TO ALLOW PUBLICATION OF ORDINANCE 312 BY SUMMARY.

Ayes: Udvig, Robinson, Bauer and Mayor Muehlbauer.

Nays: None

Motion carries: 4-0

B. Turtle Ponds 6th Addition Rezoning (PUD Amendment) – 2nd Reading
Ordinance 321 amending the Turtle Run Planned Unit Development - Second Reading
Resolution 2023-54 authorizing the summary publication of ordinance 321 amending the Turtle Run Planned Unit Development

Richmond reviewed the Staff report regarding the Turtle Pond Development.

MOTION BY: UDVIG SECOND: BAUER TO APPROVE THE 2ND READING OF ORDINANCE 321 AMENDING THE TURTLE RUN PUD.

A roll call vote was performed:

Mayor Muehlbauer	aye
Councilmember Robinson	aye
Councilmember Udvig	aye
Councilmember Bauer	aye

Motion carried 4-0

MOTION BY: SECOND: TO APPROVE RESOLUTION 2023-54 TO ALLOW PUBLICATION OF ORDINANCE 321 BY SUMMARY.

Ayes: Bauer, Udvig, Robinson, and Mayor Muehlbauer.

Nays: None

Motion carries: 4-0

9. **NEW BUSINESS**

A. Adjust the Tax Levy for Bonded Indebtedness

Resolution 2023-55 adjusting the debt service tax levy for 2024

Finance Director Muhlvihill reviewed the Staff report concerning adjusting the debt service tax levy for 2024.

Bauer asked if this adjustment will affect how much they pay monthly for the levy. Muhlvihill explained that this is lowering what they have to levy and some of the bond is being paid by the water and sewer users.

MOTION BY: ROBINSON SECOND: BAUER TO APPROVE RESOLUTION 2023-55 ADJUSTING THE DEBT SERVICE TAX LEVY FOR 2024.

Ayes: Bauer, Udvig, Robinson, and Mayor Muehlbauer.

Nays: None

Motion carries: 4-0

B. Resolution Providing for the Preliminary Approval of a Proposed 2024 Tax Levy and Setting the Budget Public Hearing Date

Resolution 2023-56 providing preliminary approval of a proposed 2024 tax levy and setting budget public hearing date

Muhlvihill reviewed the Staff report in regard to setting the preliminary levy and setting a public hearing date. She stated that there is a 9.6% levy increase over last year's levy. She noted that the tax rate will go up from 44.718% to an estimated 49.83%. She shared that the public hearing would be held December 4 at 6:00 p.m.

The Council shared that they have discussed and worked through this thoroughly at past meetings and work sessions and even got the overall levy increase down from the original proposed 19% to the now 9.6%. They explained that this is a preliminary levy which means it cannot increase; however, it could decrease.

MOTION BY: BAUER SECOND: UDVIG TO APPROVE RESOLUTION 2023-56 PROVIDING PRELIMINARY APPROVAL OF A PROPOSED 2024 TAX LEVY AND SETTING BUDGET PUBLIC HEARING DATE.

Ayes: Bauer, Udvig, Robinson, and Mayor Muehlbauer.

Nays: None

Motion carries: 4-0

C. Dellwood River Park Riverbank Stabilization Project

Resolution 2023-57 accepting bids and awarding contract for the Dellwood River Park Riverbank stabilization project

City Engineer Jochum reviewed the Staff report concerning the Dellwood River Park riverbank stabilization project. He shared the low bid for the project was received from Bituminous Roadways Inc. and shared recommendation to award

the contract to Bituminous Roadways Inc. He added that this is a cost share project with the City contributing 15% of the construction costs. He noted that there will also be trail repairs that are needed in this area.

Mayor Muehlbauer asked about the price estimate for the trail repairs. Jochum stated that it should be approximately \$6,000.

MOTION BY: ROBINSON SECOND: BAUER TO APPROVE RESOLUTION 2023-57 ACCEPTING BIDS AND AWARDING CONTRACT FOR THE DELLWOOD RIVER PARK RIVERBANK STABILIZATION PROJECT.

Ayes: Bauer, Udvig, Robinson, and Mayor Muehlbauer.

Nays: None

Motion carries: 4-0

D. Schedule Interviews and Work Session

Thunstrom shared the request to schedule meetings for interviews for the Bottle Shop Manager and for a Work Session.

The Council scheduled the Bottle Shop Manager interviews for October 3rd at 5:00 p.m. and the Work Session for October 17th at 5:00 p.m.

10. MEETING OPEN TO THE PUBLIC – NONE

11. REPORTS

A. Fire Department Monthly Report - August

Fire Chief Schmidt reviewed the Fire Department report for August, highlighting response times of an 8 minutes and 5 seconds average. He noted that there was an increase in call for the month for a total of 69 calls for service. He shared that there was an increase in the number of firefighters responding to each call with an average of 5.4 responding to each call. He stated that there were 19 fire calls and 50 EMS calls for the month. He reviewed the variance usage and noted that there were 3 ambulance response times over 20 minutes. He shared that there were 7 total fire inspections for the month with 6 inspections and 1 re-inspection. He gave an update on how the things were working in the new building.

Bauer asked if there was anything that can be done about the ambulance response times over 20 minutes. Schmidt explained that this issue is not unique to St. Francis and is a County, and Metro-wide issue. He noted that the Fire Chief's have been working on getting some legislative changes that will give the municipalities some help.

Schmidt gave an update on the Bethel and Nowthen partnerships. He stated that the last meeting with Bethel was very proactive and Bethel seems comfortable moving forward. He added that they are also working on a contract extension with Nowthen.

Mayor Muehlbauer stated that there has been discussion that Fire and EMS services will be put on the cities. He asked if there was any information on this. Schmidt explained that the legislation was unable to get a bill for a hearing last year. He stated that this is now the focus for this year to get this legislation crafted.

The Council shared their appreciation for the report and the hard work of the Fire Department.

12. COUNCIL MEMBER REPORTS

The Council shared the recent meetings and events they attended. They also noted that the school is having a referendum on November 7th and encouraged residents to get out and vote on this.

13. UPCOMING EVENTS

September 19 - Special Meeting - Councilmember Interviews - 5:00 pm

September 20 - Planning Commission Meeting - 7:00 pm

October 2 - City Council Meeting - 6:00 p.m.

14. ADJOURNMENT

MOTION BY: BAUER SECOND: ROBINSON TO ADJOURN THE MEETING.

Ayes: Bauer, Udvig, Robinson, and Mayor Muehlbauer.

Nays: None

Motion carries: 4-0

There being no further business, Mayor Muehlbauer adjourned the regular City Council at 6:43 p.m.

Jennifer Wida, City Clerk



CITY COUNCIL AGENDA
REPORT

TO: Kate Thunstrom, City Administrator
FROM: Jenni Wida, City Clerk
SUBJECT: Acknowledgement to Conduct Excluded Bingo
DATE: October 2, 2023

OVERVIEW:

The St. Francis Lions Club has applied for an exempt permit with the MN Gambling Control Board. The Lions Club would like to hold a bingo event at the St. Francis American Legion, Post #622 on November 18, 2023. In order for the nonprofit to conduct a lawful bingo activity they must apply through the State, receive City acknowledgment of the event and then send the signed application to the Gambling Control Board for official approval.

ACTION TO BE CONSIDERED:

A motion would be in order to acknowledge the Application to Conduct Excluded Bingo from the St. Francis Lions Club for a bingo event to be held on November 18, 2023 at the St. Francis American Legion.

LG240B Application to Conduct Excluded Bingo**No Fee**11/17
Page 1 of 2**ORGANIZATION INFORMATION**

Organization Name: St Francis Lions Club Previous Gambling Permit Number: XB-02688-23-023

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____

Mailing Address: PO Box 173

City: St Francis State: MN Zip: 55070 County: Anoka

Name of Chief Executive Officer (CEO): Rex Larson

CEO Daytime Phone: 612-708-1732 CEO Email: larsonrex@rocketmail.com
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): mdaljohn@msn.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of at least one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☒ **Current calendar year Certificate of Good Standing**
Don't have a copy? This certificate must be obtained each year from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- ☐ **Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**
Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.
- ☐ **Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED BINGO ACTIVITYHas your organization held a bingo event in the current calendar year? ☒ Yes ☐ NoIf yes, list the dates when bingo was conducted: 04-01-2023

The proposed bingo event will be:

☒ one of four or fewer bingo events held this year. Dates: November November 18, 2023

-OR-

☐ conducted on up to 12 consecutive days in connection with a:

☐ county fair Dates: _____

☐ civic celebration Dates: _____

☐ Minnesota State Fair Dates: _____

Person in charge of bingo event: Monica Johnson Daytime Phone: 763-360-3612Name of premises where bingo will be conducted: St Francis American Legion #622Premises street address: PO Box 236/ 3073 Bridge StreetCity: St Francis. MN If township, township name: _____ County: Anoka

LG240B Application to Conduct Excluded Bingo

Agenda Item # 4B.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**CITY APPROVAL
for a gambling premises
located within city limits**

On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.)

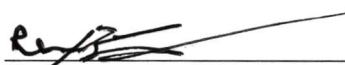
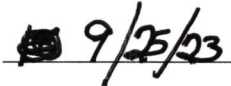
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer's Signature: 
(Signature must be CEO's signature; designee may not sign)Date: 

Print Name: _____

MAIL OR FAX APPLICATION & ATTACHMENTS

Mail or fax application and a copy of your proof of nonprofit status to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

Questions?

Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **LIST OF LICENSEES** tab, or call 651-539-1900.

This form will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board

will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board

members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Paul Carpenter, Public Works Director
SUBJECT: **MMUA Safety Management Program Contract**
DATE: October 2, 2023

OVERVIEW:

The City routinely contracts with MMUA to provide safety programs for employees. These programs help ensure that the City is OSHA compliant and using the best practices for employee safety. The program ensures that the City receives adequate training, evaluation and implementation of safety practices.

Employee safety is important for several reasons. First, it ensures that employees are safely handling dangerous equipment and chemicals and are using the best practices to avoid injury. Second, the MMUA safety program also ensures that the City complies with OSHA and industry standards in the handling of these pieces of equipment and chemicals. Finally, the program minimizes liability for the City in regards to workers compensation and other impacts that can arise from employee injuries.

The MMUA contract is an annual renewal, however; this particular contract includes an extra three months so MMUA can adjust their fiscal year. The contract did increase from \$26,019.00 to \$27,319.25 per year for this renewal.

ACTION TO BE CONSIDERED:

Authorize Mayor to sign 2023-24 Safety Management Program Contract.

BUDGET IMPLICATION:

The routine contract with MMUA is taken out of the yearly operation and maintenance budgets for ALL city departments.

Attachments:

MMUA Safety Management Program Service Proposal

September 15, 2023

Dear Valued Member,

Thank you for your support and on-going participation in MMUA's Safety Management Program.

As mentioned in the letter we sent out earlier this month, we will be adjusting our fiscal year beginning in 2025; therefore, all agreements will be dated and in force from October 1, 2023, through December 31, 2024. Going forward, contracts will automatically renew annually on January 1 unless amended. We hope this will be a more convenient process in the future.

Included with this letter is the contract. Please sign and return it to Larry Pederson at MMUA with a copy of your certificate of insurance that meets the requirements as indicated in Part IV of the contract. Upon receipt of these items, we will send you the fully executed contract.

Also enclosed please find our Overview of Safety Management Tiers. If you are interested in adding days of service to your contract, please let us know at your earliest convenience.

If you have questions, please contact me at 612-802-8474.

Sincerely,



Mike Willetts
Director of Training and Safety
Cell: 612-802-8474
mwilletts@mmua.org

NOTE: The enclosed agreement was updated slightly to correct typographical and spacing issues from the one that was emailed to you on September 16.

SERVICES AGREEMENT

Date: September 15, 2023

Contract No. 189-2024

Safety Management Services

This Services Agreement (the "Agreement") is made as of October 1, 2023, between the Minnesota Municipal Utilities Association (MMUA) and the City of Saint Francis, each a "Party" and collectively, the "Parties."

PART I – Scope of Services

PART II – Duration / Amendment / Renewal

PART III – Obligations

PART IV – Standard Terms and Conditions

The terms of this Agreement are hereby accepted by the Parties.

City of Saint Francis

Minnesota Municipal Utilities
Association

By _____

By _____

Title _____

Title Chief Executive Officer

Date _____

Date _____

PO # _____

PART I – SCOPE OF SERVICES

MMUA will provide/deliver for the term of this Agreement:

1. The services of a person engaged by MMUA, in the capacity of Regional Safety Coordinator.

2. The assigned Regional Safety Coordinator will:

a. Plan, organize and/or conduct regular monthly safety meetings at City of Saint Francis.

b. Develop and maintain a standard safety management record keeping and reporting system at City of Saint Francis.

c. The record system will include (check those covered by this Agreement):

☒ Required OSHA records

☐ Required DOT records

☐ Required ADA records

☐ Provide written program

☒ Provide annual site inspection

☒ Provide interpretation and clarification of OSHA rules.

d. Visit City of Saint Francis unless circumstances lend a different location approved by City of Saint Francis management (collectively, the "Services").

➤ Tier service level: 2

➤ Number of days per year: 24

3. The Services will be provided in the following departments:

a. _____ # of employees _____

b. _____ # of employees _____

c. _____ # of employees _____

d. _____ # of employees _____

e. _____ # of employees _____
- PART II – TERM/ RENEWAL/ AMENDMENT
1. TERM/RENEWAL: This Agreement shall remain in force from October 1, 2023 until December 31, 2024. Thereafter, it shall continue automatically for successive twelve-month calendar year periods unless terminated by either Party providing written notice at least sixty (60) days in advance of the end of the then-current term.

2. AMENDMENT: This Agreement may be amended or modified upon the mutual agreement of both Parties but only if in writing, signed by the Parties, dated, and appended to this Agreement.
- Page 2
- 15

PART III – OBLIGATIONS

1. COMPENSATION: For the Services, City of Saint Francis shall pay MMUA an annual fee of \$27,319.95 in the first year. Such compensation shall be due and payable according to the selected payment terms below.

Payment terms for the fee agreed to above shall be based on one of the following options (select one):

- ☒ Full 15-month payment (October 1, 2023 to December 31, 2024) (\$34,150.00), contract amount will be billed on an annual basis thereafter, consistent with the amount communicated by MMUA each September as described below.
- ☐ Annual payment (\$27,319.95)
- ☐ Quarterly payments (\$6,830.00 each)

For any term less than twelve (12) full calendar months, the fee shall be a portion of the annual fee, pro-rated based on the number of calendar months or partial calendar months in which the Services are provided as a percentage of twelve (12).

For years after the first year, the annual fee will be adjusted to reflect the cost of the Services for the coming twelve-month period. This fee will be set by the MMUA Board of Directors and provided to City of Saint Francis in a written notice within 30 days of the Board's action.

2. OTHER CITY OBLIGATIONS:

- Provide workspace for Regional Safety Coordinator when on-site.
- Provide clerical support for Regional Safety Coordinator.
- Schedule participation of employees in regular safety meetings.
- Provide the required training for employees as recommended by the Regional Safety Coordinator.
- Provide to MMUA in a timely manner any information MMUA indicates is needed to perform the services hereunder. MMUA may rely on the accuracy of information provided by City of Saint Francis and its representatives.
- Provide annual written evaluation of services of MMUA and its Regional Safety Coordinator.

3. MMUA OBLIGATIONS:

- Employ, assign, and supervise Regional Safety Coordinator.
- Plan, organize, and/or conduct regular monthly safety meetings on-site.
- Develop and maintain a standard safety management record keeping and reporting system on-site, including required OSHA records, required DOT records, required ADA records, and maintenance of safety manuals.
- Monitor safety training/certificate/licensure requirements, and recommend needed training.
- Prepare or oversee the preparation of required state and federal reports related to OSHA, DOT, and ADA compliance.
- Document safety meetings and training provided.
- Provide a standard interpretation of laws, rules, and regulations pertaining to safety management.

PART IV – STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** In performing the Services, MMUA is an independent contractor and shall not be considered an employee, agent, partner, joint venturer, or representative of City of Saint Francis for any purpose.
2. **STANDARD OF CARE:** City of Saint Francis acknowledges that MMUA undertakes to provide the Services to City of Saint Francis as a member of MMUA and, similarly to other members of MMUA, consistent with its nonprofit purpose and that in so doing, MMUA affords to City of Saint Francis a convenience, cost savings, and efficiency otherwise not available to City of Saint Francis from other service providers. City of Saint Francis acknowledges that MMUA will exercise its best efforts to perform the Services in accordance with current rules and practices but also acknowledges that the ultimate responsibility for an interpretation of law lies with City of Saint Francis and its attorney and that the application of such law and of the appropriate methods and practices also lies with City of Saint Francis in the exercise of its best judgment with reasonable and due regard for the safety of its employees and other third persons. MMUA assumes no responsibility under this Agreement other than to render the Services in good faith. It shall not be responsible for any action of City of Saint Francis, its agents, or employees.
3. **SCOPE AND SCHEDULE CHANGES:** The fees agreed to in Part III constitute MMUA's estimate of the effort and charges required to perform the Services. Any services not expressly set forth in this Agreement are excluded from the obligations of MMUA. If MMUA is delayed in performing the Services by any act of war, force majeure, or other circumstance beyond its control, then the schedule of performance shall be extended for the number of days as the occurrence delays performance, and the compensation limits under the Agreement shall be equitably adjusted, if necessary, to compensate MMUA for any additional costs due to the delay.
4. **BENEFICIARY.** The Services are solely for the benefit of City of Saint Francis. Nothing contained in this Agreement shall create any duties, liabilities, or obligations on the part of MMUA toward any person other than City of Saint Francis.
5. **FINANCING CHARGES FOR LATE PAYMENTS:** If City of Saint Francis fails to pay undisputed invoiced amounts within thirty (30) days after delivery of invoice, additional charges shall become due and payable at a rate of 1½ percent per month (or the maximum percentage allowed by law, whichever is lower) on the unpaid amounts. All payments shall first be credited against any accrued interest. If City of Saint Francis fails to pay invoiced amounts within sixty (60) days after delivery of invoice, MMUA in its sole discretion may suspend the Services without incurring any liability or waiving any right established hereunder or by law.
6. **WORK PRODUCT:** City of Saint Francis shall preserve and protect MMUA's proprietary and copyright interests, rights, and privileges with respect to works of general application provided by MMUA to City of Saint Francis. The Parties may use and duplicate materials developed by MMUA specifically for City of Saint Francis pursuant to this Agreement without obligation of royalty or first seeking consent.
7. **INSURANCE:** Each Party shall procure and maintain at its own expense the following minimum insurance coverages to be in force for the duration of this Agreement:

- a. General Liability. Commercial General Liability Insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. Each Party shall endorse as additional insureds the other Party, its respective elected and appointed officials, employees, and agents, on its policy.
 - b. Automobile Liability. Business automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$1,000,000 per occurrence.
 - c. Professional (Errors and Omissions) Liability. Professional Liability Insurance for all claims a Party may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to this Agreement. Each Party shall carry the following minimum limits: \$1,000,000 per occurrence; \$2,000,000 annual aggregate. If such insurance is discontinued, extended reporting period/tail coverage must be obtained by the Party to fulfill this requirement.
 - d. Workers' Compensation. Each Party shall maintain Workers' Compensation insurance for all its respective employees in accordance with the statutory requirements of the State of Minnesota and/or the state(s) in which City of Saint Francis is legally obligated to carry such insurance. Each Party shall also carry Employers' Liability Coverage with minimum limits as follows:
 - \$500,000 – Bodily Injury by Disease per employee
 - \$500,000 – Bodily Injury by Disease aggregate
 - \$500,000 – Bodily Injury by Accident
 - e. Additional Insurance Conditions.
 - i. Each Party shall deliver to the other Party a Certificate of Insurance as evidence that the above coverages are in full force and effect no later than the first day on which service is to commence or December 31, 2023, whichever comes later.
 - ii. The insurance requirements may be met through any combination of primary and umbrella/excess insurance. In that case, the other Party must be named as an additional insured on any umbrella/excess policy held by the other in fulfillment of this requirement.
 - iii. The policies held by each Party shall be primary insurance and non-contributory to any other valid and collectible insurance available with respect to any claim arising out of the Services.
8. MUTUAL INDEMNIFICATION: To the fullest extent permitted by law, each Party shall defend, indemnify, and hold harmless the other Party, its respective employees, officials, and agents from and against all claims, actions, damages, losses, and expenses, including reasonable attorney fees and costs, arising out of the other Party's negligence, performance, or failure to perform its obligations under this Agreement. The indemnification obligation shall apply to subcontractor(s), or anyone directly or indirectly employed or hired by a Party, or anyone for whose acts the Party may be liable. The obligations in this section shall survive the completion or termination of this Agreement.

9. DISPUTE RESOLUTION: In the event that a dispute arises between the Parties as to the interpretation or performance of this Agreement, then upon written request of either Party, representatives with settlement authority for each Party shall meet and confer in good faith to resolve the dispute. If the Parties are unable to resolve the dispute, they shall make every effort to settle the dispute through mediation or other alternative dispute resolution methods. If the Parties are unable to resolve the dispute through these methods, either Party may commence an action in Hennepin County District Court.
10. ENTIRE AGREEMENT; HEADINGS: This Agreement constitutes the entire understanding and agreement of the Parties, and any and all prior agreements, oral discussions, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect. Headings are for convenience and are not a part of this Agreement.
11. CHOICE OF LAW: The laws of the state of Minnesota shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties.
12. ASSIGNMENT: This Agreement will inure to the benefit of the Parties hereto and shall be binding on them and their respective legal representatives, successors, and assigns. Provided, however, neither Party hereto may assign any of its rights herein to any person without the prior written consent of the other Party.
13. DRAFTING: The Parties agree that they participated equally in, and are jointly responsible for, the drafting of this Agreement. In the event of any dispute, any ambiguity in this Agreement shall not be construed against either Party.
14. COUNTERPARTS: This Agreement may be executed in counterpart copies by the Parties and each counterpart, when taken together with the other, shall be deemed one and the same executed Agreement.



Overview of Safety Management Tiers

September 2023

Options Time Included (as time allows)*	Tier 1 - Compliance/Mentorship		
	6 Service Days Per Year (Every Other Month)	Tier 2 - Competency	Tier 3 - Comprehensive
	1 - 3 Service Days Per Month	> 3 Service Days Per Month	
	1. Written Safety Manual Development and Maintenance - AWAIR - Bloodborne Pathogens - Confined Spaces Entry and Rescue - Employee Right to Know - Emergency Action Plan and Preparedness - Excavation and Trenching - Lockout/Tagout - Fall Protection - Personal Protective Equipment 2. Group Employee Training (in person or virtual) 3. Annual Safety Training Calendar 4. Standardized Safety Program Filing and File Management	1. Written Safety Manual Development and Maintenance - AWAIR - Bloodborne Pathogens - Confined Spaces Entry and Rescue - Employee Right to Know - Emergency Action Plan and Preparedness - Excavation and Trenching - Lockout/Tagout - Fall Protection - Personal Protective Equipment 2. Group Employee Training (in person or virtual) 3. CPRAED/First Aid Training 4. Annual Safety Training Calendar 5. Standardized Safety Program Filing and File Management 6. Facility Safety Audit - Mock OSHA Inspection with Report 7. Worksite Safety Audit - Mock OSHA Inspection with Report 8. Worksite Training 9. Safety Grant Development and Support 10. Accident Investigation 11. OSHA Inspection Support Services 12. Limited Classic Training - Choose up to 5 options from MMUA's list of Classic Training Options	1. Written Safety Manual Development and Maintenance - AWAIR - Bloodborne Pathogens - Confined Spaces Entry and Rescue - Employee Right to Know - Emergency Action Plan and Preparedness - Excavation and Trenching - Lockout/Tagout - Fall Protection - Personal Protective Equipment 2. Group Employee Training (in person or virtual) 3. CPRAED/First Aid Training 4. Annual Safety Training Calendar 5. Standardized Safety Program Filing and File Management 6. Facility Safety Audit - Mock OSHA Inspection with Report 7. Worksite Safety Audit - Mock OSHA Inspection with Report 8. Worksite Training 9. Safety Grant Development and Support 10. Accident Investigation 11. OSHA Inspection Support Services 12. Unlimited Classic Training - Choose an unlimited number of options from MMUA's list of Classic Training Options 13. Unlimited Technical Training - Choose an unlimited number of options from MMUA's list of Technical Training Options

*Included offerings are subject to number of days contracted. MMUA's role as a safety partner does not guarantee compliance or competency.

**LICENSE AGREEMENT
FOR CONSTRUCTION AND MAINTENANCE OF A SWALE STABILIZATION
IN THE CITY OF ST. FRANCIS, MINNESOTA**

THIS LICENSE AGREEMENT is made and entered into by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303 (**“County”**); the City of St. Francis, a Minnesota municipal corporation, 23340 Cree Street NW, St. Francis, MN 55070 (**“City”**); the St. Francis Area School District (ISD #15), 4115 Ambassador Blvd. St. Francis, MN 55070 (**“ISD 15”**); and the Anoka Conservation District, a political subdivision of the State of Minnesota, 1318 McKay Drive NE, Suite 300 Ham Lake, MN 55304 (**“ACD”**). The entities may collectively be referred to as “the parties” within this License Agreement.

WITNESSETH:

WHEREAS, ACD received a grant for erosion and water quality control measures within the ditch located along Rum River Blvd adjacent to St Francis High School; and,

WHEREAS, the location of the ditch is on land owned by the County and by ISD 15, which is depicted in the plans attached and incorporated hereto as Exhibit A (**“Property”**); and,

WHEREAS, the proposed work under this License involves construction and installation of a swale stabilization for erosion control, including the placement of synthetic turf or other materials in the ditch in accordance with MnDOT/County standards (**“Project”**); and,

WHEREAS, the grant further requires that ACD obtain a 25-year maintenance commitment, which the City of St. Francis has agreed to undertake, as set forth herein; and,

WHEREAS, all parties to this License Agreement agree that the ditch stabilization work is in the public’s best interests.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties agree as follows:

I. GRANT OF LICENSE

The County and ISD 15 hereby grant to ACD and its contractors a license to enter onto the land and to install a swale stabilization pursuant to the plans and specifications and at the locations contained in the attached **Exhibit A**. All work on the Project must be performed in accordance with MnDOT and County standards and all costs for construction will be borne by

ACD through its grant funding. The resulting swale stabilization shall be owned by ACD and will be subject to long-term maintenance by the City, as provided herein.

II. TERM

This License Agreement shall remain in place for a period of **twenty-five (25) years**, from substantial completion of the Project, as required by the grant, unless the License is extended thereafter by agreement of the parties or terminated early as provided for herein.

III. TERMINATION AND RESTORATION

This License Agreement shall terminate at the expiration of twenty-five (25) years unless mutually extended by all parties. The License may terminate early upon notice to all parties that License is no longer needed by ACD at the location provided herein. Upon termination of this License Agreement, the materials and swale stabilization shall be removed and the Property restored to the condition it was in prior to the grant of this License, or the swale stabilization may be left in place as is if acceptable to the Parties.

IV. LIMITATIONS OF LICENSE

County and ISD 15 grant this License for the sole purpose of allowing ACD to construct and use the Property for erosion control measures, according to the terms and conditions contained herein. County and ISD 15 also grant this License for ACD and the City to conduct the maintenance obligations set forth in Section VI. below.

V. NO ASSIGNMENT

The parties to this License Agreement shall not assign nor allow any other person and/or entity to use the Property (at the locations described and depicted in Exhibit A) for any other purpose without the prior written consent of all parties.

VI. CONDITION OF COUNTY / ISD 15 PROPERTY

County and ISD 15 make no warranties or representations regarding the fitness or appropriateness of the Property. ACD stipulates and agrees that it has examined the Property and determined that it is suitable for the purposes provided for herein.

VII. MAINTENANCE

- a) Ongoing maintenance obligations shall be handled cooperatively by ACD and the City of St. Francis, with the City providing all long-term maintenance obligations for the duration of this License. ACD and the City shall jointly prepare a maintenance schedule

to monitor the physical performance of the Project, and plan for any repairs, changes or alterations to the same.

- b) ACD in cooperation with the City shall perform regular inspections of the Project and notify City of all maintenance required. In the event ACD or the City finds that the Project integrity is compromised or requires repair, City and ACD will immediately notify the other party.
- c) City agrees, at City's expense and at no cost to ACD, to regularly maintain the integrity and viability of the Project in accordance with the agreed-upon operations and maintenance schedule.
- d) If the City fails to maintain the Project, after four weeks written notice to City from ACD, ACD may complete tasks in the joint maintenance schedule and charge City for reimbursement of those costs.

VIII. INDEMNIFICATION

Subject to exceptions and limitations provided by law, including but not limited to those contained in Minnesota Statutes Chapter 466, each party to this License Agreement shall defend and hold harmless the other parties named herein, as well as their commissioners, officers, agents, and employees from any and all claims, liabilities, losses, costs (including attorney's fees), expenses, or damages whatsoever resulting from the acts or omissions of the respective elected officials, officers, representatives, agents, or employees, relating to activities conducted by any party under this Agreement.

IX. COMPLIANCE WITH LAWS

Prior to installation of the swale stabilization, ACD shall, at its sole cost, obtain all government approvals necessary to install, construct, and maintain the Project on the Property. ACD agrees to comply with all applicable federal, state, and local law ordinances, or any rules, regulations or standards of any agency of such governmental entity which are applicable to the use of the Property as provided for herein.

X. INSURANCE / BONDS

ACD shall require that all contractors who perform work on the project obtain and maintain the insurance. Minimum insurance requirements shall be those acceptable to the ACD Board. Additionally, the contractor must secure a right of way permit from the County and comply with insurance requirements therein. In addition, contractors who perform work on the Project shall provide payment and performance bonds to ACD in the full amount of the contract, if required by ACD.

XI. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

XII. COUNTERPARTS

This License Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have set their hands on the dates so indicated.

COUNTY OF ANOKA

By: _____
Matthew J. Look, Chair
Anoka County Board of Commissioners

Dated: _____

By: _____
Rhonda Sivarajah, County Administrator

Dated: _____

APPROVED AS TO FORM:

By: _____
Christine Carney, Assistant County Attorney

ANOKA CONSERVATION DISTRICT

By: _____

Its: _____

Dated: _____

(AS NEEDED)

By: _____

Its: _____

Dated: _____

CITY OF ST. FRANCIS

By: _____

Its: _____

Dated: _____

(AS NEEDED)

By: _____

Its: _____

Dated: _____

**ST. FRANCIS AREA SCHOOL
DISTRICT (ISD #15)**

By: _____

Its: _____

Dated: _____

(AS NEEDED)

By: _____

Its: _____

Dated: _____



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Paul Carpenter, Public Works Director
SUBJECT: Rum River Swale Stabilization Project Agreement
DATE: October 2, 2023

OVERVIEW:
A roadside swale project is soon to be constructed alongside Rum River Blvd, on the west side of the high school. The project is fully paid by grant dollars with match from the Upper Rum River Watershed Management Organization (which is partially funded by the city). The Anoka Conservation District is managing the project. City council approval is needed on the project agreement, which includes the city taking maintenance responsibilities. Maintenance is anticipated to be minimal.

Project Summary

The purpose of this project is to improve water quality in the Rum River by stabilizing approximately 550 feet of eroding roadside swale which receives runoff from St. Francis High School roofs and parking. Estimated pollution reduction is 5.6 lbs of phosphorus per year. The swale discharges into a ditch that flows approximately 500 feet to the Rum River.

To stabilize the swale we'll use rock rip rap and an InstaTurf ShearForce 10 erosion mat. The rip rap will be placed at culvert outflows and a seriously eroding head cut. The remainder of the swale will get the InstaTurf erosion mat, which looks similar to synthetic athletic turf. It was chosen because it provides immediate erosion protection, such that the site is not vulnerable during vegetative establishment.

Partners

- ACD – Lead on design, construction, and funding.
- City - Will accept maintenance responsibilities during the project life.
- Co Hwy Dept - Engineer's approval of the design.
- School District - Allowing site access on their property. Happy to have the eroding swale stabilized, as it had been maintenance problem that they could only address with "band-aids."

Contractor, Cost, and Funding

ACD has awarded the construction contract to Landall Services LLC for \$30,279.40.

Funding is from FY21 and FY23 Rum metro WBIF grants and matching funds from the Upper Rum River Watershed Management Organization.

Timeline

Substantial completion is required by November 30. Final payments will be by December 31.

ACTION TO BE CONSIDERED:

Council to authorize the agreement for construction and maintenance of the Rum River Swale Stabilization Project.

BUDGET IMPLICATION:

None

Attachments:

License Agreement for Construction and Maintenance of a Swale Stabilization in the City of St. Francis, Minnesota



CITY COUNCIL AGENDA REPORT

TO: St. Francis City Council
FROM: Natalie Strait and Beth Richmond, Planners
SUBJECT: The Bluffs of Rum River Final Plat Submittal Extension
DATE: October 2, 2023
APPLICANT: Landform Professional Services, LLC
LOCATION: 23925 St Francis Blvd NW

OVERVIEW:

On October 3, 2022, the City Council approved the preliminary plat for The Bluffs of Rum River development. “The Bluffs” development is planned for 302 residential lots located on 67 acres adjacent to the west bank of the Rum River. The current deadline to submit a final plat and record all associated approvals is October 3, 2023.

On September 12, 2023, the applicant submitted a written request to extend the preliminary plat and all associated approvals for one additional year in order to allow the applicant to prepare for a Spring 2024 construction start. Staff supports the extension request to establish the new deadline for final plat submittal as October 3, 2024.

ACTION TO BE CONSIDERED:

Staff recommends approval of the extension request and has prepared a draft extension resolution for the Council’s consideration.

Suggested Motions:

1. Move to adopt Resolution 2023-58 to extend the final plat submittal deadline for The Bluffs of Rum River for one year to October 3, 2024.

ATTACHMENTS:

- Draft Resolution 2023-58

CITY OF ST. FRANCIS
ST. FRANCIS, MN
ANOKA COUNTY

RESOLUTION NO. 2023-58

A RESOLUTION EXTENDING THE FINAL PLAT SUBMITTAL DEADLINE FOR
THE BLUFFS AT RUM RIVER DEVELOPMENT

WHEREAS, on October 3, 2022, the City of St. Francis passed Resolution No. 2022-51, approving the preliminary plat and PUD plans for The Bluffs at Rum River; and

WHEREAS, an associated Conditional Use Permit for the construction of public roads within The Bluffs of Rum River PUD were also approved by Resolution 2022-52, on October 3, 2022; and

WHEREAS, City Code Section 11-36-01 requires the submittal of a final plat no later than one year after the date of approval of the preliminary plat unless an extension is requested; and

WHEREAS, the developer made a written request for an extension of the final plat submittal deadline on September 12, 2023; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Francis, Minnesota, that:

1. The extension granted by this Resolution shall expire on October 3, 2024, unless the applicant submits a final plat within the deadline or submits another extension request in writing. In the event that a final plat has not been submitted by October 3, 2024 and no extension has been requested, all approvals granted herein shall be voided and it will be necessary for the Developer to file a new preliminary plat application.
2. Related approval granted for the associated Conditional Use Permit for the construction of public roads is also extended to coincide with the new deadline for final plat submittal.

PASSED AND ADOPTED by the City Council of the City of St. Francis, Minnesota this 2nd day of October, 2023.

Joseph Muehlbauer, Mayor

Attest: Jennifer Wida, City Clerk

Dated

This Instrument Drafted By:

HKGi
800 Washington Ave N, Suite 103
Minneapolis, MN 55401



CITY COUNCIL AGENDA REPORT

TO: St. Francis City Council
FROM: Beth Richmond, Planner
SUBJECT: Northrop Grumman IUP Extension
DATE: October 2, 2023
APPLICANT: Anthony DeMars
LOCATION: 5500 ft west of Variolite St NW and 1800 feet north of Hill and Dave Drive NW.
RICHARD D. SCHROEDER ADVANCED AMMUNITION SITE

OVERVIEW:

On September 6, 2022, the City Council approved an Interim Use Permit (IUP) with conditions to allow grading on the Richard D. Schroeder Advanced Ammunition Range. The deadline to record this permit with the Anoka County Recorder was September 6, 2023. On September 5, 2023, the City Council extended this deadline to September 30, 2023 to allow time for the applicant to record the permit.

The applicant attempted to record the permit before the September 30 deadline, but the County Recorder did not accept the permit due to a requirement for original signatures rather than electronic signatures. Therefore, the permit will not be recorded before the deadline.

The applicant is requesting an extension for recording the IUP to November 30, 2023. Staff supports the extension request.

ACTION TO BE CONSIDERED:

Staff recommends approval of the extension request and has prepared a draft extension resolution for the Council's consideration.

Suggested Motions:

1. Move to adopt Resolution 2023-59 to extend the recording deadline for the grading IUP for the Richard D. Schroeder Advanced Ammunition Range to November 30, 2023.

ATTACHMENTS:

- Draft Resolution 2023-59

CITY OF ST. FRANCIS
ST. FRANCIS, MN
ANOKA COUNTY

RESOLUTION NO. 2023-59

**A RESOLUTION EXTENDING THE INTERIM USE PERMIT APPROVAL FOR SITE
GRADING ON THE RICHARD D. SCHROEDER ADVANCED AMMUNITION RANGE**

WHEREAS, on September 6, 2022, the City of St. Francis passed Resolution No. 2022-41 approving an Interim Use Permit to allow site grading on the Richard D. Schroeder Advanced Ammunition Range; and

WHEREAS, City Code Section 10-31-04 requires that the all conditions of the IUP be fulfilled and it be recorded within one year of approval; and

WHEREAS, an extension for recording the IUP was granted by Resolution 2023-45 on September 5, 2023 which extended the recording deadline to September 30, 2023;

WHEREAS, the applicant is coordinating with City Staff and the County to prepare all necessary documents for recording; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Francis, Minnesota, that:

1. The extension granted by this Resolution shall expire on November 30, 2023, unless the Interim Use Permit has been recorded. In the event that the Interim Use Permit has not been recorded by November 30, 2023, all approvals granted herein shall be voided and it will be necessary for the Developer to file a new application.

PASSED AND ADOPTED by the City Council of the City of St. Francis, Minnesota this 2nd day of October, 2023.

Joseph Muehlbauer, Mayor

Attest: Jennifer Wida, City Clerk

Dated

This Instrument Drafted By:
HKGi
800 Washington Ave N, Suite 103
Minneapolis, MN 55401



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Paul Carpenter, Public Works Director
SUBJECT: Well # 3 Rehabilitation
DATE: October 2, 2023

OVERVIEW:

As part of our asset management plan, Well # 3 is scheduled to be removed this year for preventative maintenance. Fall or winter is the best time of year to do this work because of low water demands. Work will entail the complete removal of the well from service, after it is removed, it will go through a complete inspection for wear and any irregularities. The work done will include Rehab or replacement of the pump, drop pipe, spider gear, bearings, motor and shaft.

AWWA, pump manufacturers and other professional organizations recommend this type of work be done every ten years to catch premature wear and to prevent failure. Well #3 has been in service for 24 years, with maintenance last completed in 2011. We received two quotes for this work. One quote for \$41,680 and a second quote for \$36,640+ \$9850 for a total amount of \$46,490.

ACTION TO BE CONSIDERED:

Council approval of the low quote to E.H Renner for \$ 41,680.

BUDGET IMPLICATION:

This work is a budgeted item in CIP. Prices have gone up in the last year. Any overages will be paid out of the water operation and maintenance budget.

Attachments:

- Quote from E.H Renner
- Quote from Traut wells

E.H. Renner & Sons

Incorporated

WELL DRILLING FOR FIVE GENERATIONS

Agenda Item # 4G.

15688 Jarvis Street NW * Elk River, Minnesota 55330

Phone (763) 427-6100 * Fax (763) 427-0533 * Toll Free (800) - 409-WELL

September 8, 2023

City of St. Francis

Parish Barten

23340 Cree Street NW

St. Francis, MN 55070

Subject: Estimate

Re: Well No 03 Maintenance and Repairs

<u>Description</u>	<u>Qty</u>	<u>Units</u>	<u>Price</u>	<u>Extension</u>
Labor to Remove Pump & Motor	1	L.S.	\$ 4,000.00	\$ 4,000.00
Motor Repair	1	Ea.	\$ 3,200.00	\$ 3,200.00
Discharge Head Bearing	1	Ea.	\$ 300.00	\$ 300.00
Sandblast & Paint Head	1	Ea.	\$ 600.00	\$ 600.00
Column .322 8" x 9' 11-1/4" T&C	9	Ea.	\$ 775.00	\$ 6,975.00
Column .322 8" x 4' 11-1/4" T&C	1	Ea.	\$ 300.00	\$ 300.00
Column .322 Suction Pipe 8" x 10' TOE	1	Ea.	\$ 440.00	\$ 440.00
Shafting .416 SS Headshaft	1	Ea.	\$ 600.00	\$ 600.00
Shafting .416 SS 1.18 x 10' T&C	9	Ea.	\$ 200.00	\$ 1,800.00
Shafting .416 SS 1.18 x 5' T&C	2	Ea.	\$ 150.00	\$ 300.00
Shaft Coupling .416 SS 1-1.18 x 3.5"	11	Ea.	\$ 65.00	\$ 715.00
8" Retainers with Rubber Bearings	10	Ea.	\$ 160.00	\$ 1,600.00
Rubber Bearings - 2 x 3.125 - 1-1.18"	10	Ea.	\$ 45.00	\$ 450.00
Replacement Bowl Gould	1	Ea.	\$ 12,000.00	\$ 12,000.00
Lined Bowl, Stainless Steel bolts and collets			\$	-
Misc. (Insul-Taps, Chlorine, Rags, Packing Turbine Oil E	1	L.S.	\$ 300.00	\$ 300.00
Labor to Install Pump & Motor	1	L.S.	\$ 4,000.00	\$ 4,000.00
Wire Brush Well	1	L.S.	\$ 2,200.00	\$ 2,200.00
Video Well	1	L.S.	\$ 1,900.00	\$ 1,900.00
			\$	-
Total Amount this Invoice			\$	41,680.00

If you need additional information or have questions, I can be contacted at my office 763-427-6100
or on my cell phone at 763-286-5283

Sincerely

Katie Renner Welle

Project Manager

E.H. Renner & Sons, Inc.



32640 Co Rd 133
St. Joseph MN 56374
320-251-5090
joet@trautcompanies.com

Quote - Well 3 - 50hp VHS Pump Repair

DATE: 9/19/2023
PHONE # 320-333-6830
FAX #
NAME: City of St Francis
ADDRESS: 23307 St Francis Blvd NW PO Box 730
St. Francis MN 55070
ATTN: Parish Barton
pbarten@stfrancismn.org
JOB # 30-0000

	Description	Pump Repair	Unit	Unit Price	Quantity	Totals
LABOR	Mobilization & Demobilization		LS	\$ 2,500.00	1	\$ 2,500.00
	Pull Pump		HR	\$ 350.00	6	\$ 2,100.00
	Clean & Disassemble Pump, Report		HR	\$ 125.00	8	\$ 1,000.00
	Remobilize & Demobilize		HR	\$ 2,500.00	1	\$ 2,500.00
	Reinstall Pump & Hook to System		HR	\$ 350.00	7	\$ 2,450.00
	Start Pump & Test Run		HR	\$ 225.00	1	\$ 225.00
	Video		EA	\$ 1,600.00	1	\$ 1,600.00
MATERIALS	50hp VHS motor recondition (less rewind)		EACH	\$ 4,500.00	1	\$ 4,500.00
	Pump Rebuild - 12KC - 3 stage AM-marsh		EACH	\$ 4,950.00	1	\$ 4,950.00
	1 1/4" SS Head shaft		EACH	\$ 650.00	1	\$ 650.00
	1 1/4" packing box rebuild		EACH	\$ 275.00	1	\$ 275.00
	1 1/4" x 5' SS shaft w/sleeve		EACH	\$ 525.00	2	\$ 1,050.00
	1 1/4" x 10' SS shaft w/sleeve		EACH	\$ 850.00	5	\$ 4,250.00
	8" x 5'-11 1/4" T&C column		EACH	\$ 725.00	2	\$ 1,450.00
	8" x 9'-11 1/4" T&C column		EACH	\$ 950.00	5	\$ 4,750.00
	SS sleeves		EACH	\$ 125.00	6	\$ 750.00
	Rubber spider inserts		EACH	\$ 40.00	6	\$ 240.00
	Misc Supplies		LS	\$ 550.00	1	\$ 550.00

TOTAL MATERIALS	\$ 23,415.00
TOTAL LABOR	\$ 12,375.00
INCOMING FREIGHT est.	\$ 850.00
TOTAL	\$ 36,640.00

Option: New pump: 12LC - 3 stage Flowise: \$9850.00

Signature:



CITY COUNCIL AGENDA
REPORT

TO: Kate Thunstrom, City Administrator
FROM: Paul Carpenter, Public Works Director
SUBJECT: Routine Replacement of Bobcat Toolcat
DATE: October 2, 2023

OVERVIEW:

Since the original purchase of the Bobcat Toolcat in 2012 we have found that it is best to trade in these machines every five years and 1000 hours to receive premium trade prices. The Toolcats are the most versatile machine we have and are used everyday on a multitude of projects.

ACTION TO BE CONSIDERED:

Authorize the replacement of the 2018 Bobcat Toolcat from Crawford Equipment with a new Toolcat in the amount of \$22,423.31 per state bid. This price includes the trade of the old Toolcat.

BUDGET IMPLICATION:

There is \$40,000 in the Capital Equipment Plan for this routine replacement/purchase.

Attachments:

- Quote from Crawford Equipment (State bid pricing)

Prepared By
Brian Crawford
Phone: 612-889-0001
Email: brian@crawfordsequip.com

Dealer
Crawford's Equipment, Inc., Cambridge,
MN
4898 HWY 95 NW
CAMBRIDGE, MN, 55008

Item Name	Item Number	Quantity	Price Each	Total
Bobcat UW56	M1225	1	62,121.32	62,121.32
Standard Equipment:				
Adjustable Vinyl Seats			Horsepower Management	
All-Wheel Steer			Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471	
Automatically Activated Glow Plugs			Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I	
Auxiliary Hydraulics Variable Flow with dual direction detent			Dome Light	
Beverage Holders			Hydraulic Dump Box	
Bob-Tach			Instrumentation: Standard 5" Display with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, and security lockouts.	
Boom Float			Joystick, Manually Controlled with Lift Arm Float	
Cargo Box Support			Lift Arm Support	
Cruise Control			Parking Brake, automatic	
Speed Management			Power Steering with Tilt Steering Wheel	
Enclosed Cab with HVAC			Radiator Screen	
Dual Port USB charger			Rear Receiver Hitch	
Lower Engine Guard			Seat Belts, Shoulder Harness	
Limited Slip Transaxle			Spark Arrestor Muffler	
Engine and Hydraulic Monitor with Shutdown			Suspension, 4-wheel independent	
Front LED Work Lights			Tires: 27 x 10.5-15 (8 ply), Lug Tread	
Full-time Four-Wheel Drive			Toolcat Interlock Control System (TICS)	
			Two-Speed Transmission	
			Machine Warranty: 12 Months, unlimited hours	
			Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty	
Deluxe Road Package	M1225-P01-C01	1	2,369.91	2,369.91
Included: Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights				
Attachment Control	M1225-R08-C02	1	204.51	204.51
Traction Control	M1225-R16-C02	1	485.21	485.21
Engine Block Heater	M1225-A01-C02	1	116.29	116.29
Heavy Duty Battery	M1225-R07-C02	1	80.20	80.20
High Flow Package	M1225-R03-C02	1	1,392.27	1,392.27
Interior Trim	M1225-A01-C04	1	172.43	172.43

Power Bob-Tach	M1225-R14-C03	1	922.30	922.30
Radio Option	M1225-R15-C02	1	453.13	453.13
Rear View Camera	M1225-R20-C01	1	300.75	300.75
Block Heater	7328972	1	67.83	67.83
Attachment Control Kit, 7-Pin	7439954	1	152.52	152.52
Total for Bobcat UW56				68,838.67
68" Standard Duty Bucket	7272771	1	975.23	975.23
Bolt-On Cutting Edge, 68"	7104508	1	129.41	129.41
Total for 68" Standard Duty Bucket				1,104.64
Quote Total - USD				69,943.31
Dealer P.D.I.				150.00
Freight Charges				1,400.00
Destination Charges				80.00
Dealer Assembly Charges				350.00
Discount				
<i>crawford loyalty</i>				-49,500.00
Sales total before Taxes				22,423.31
Taxes				0.00
Quote Total - USD				22,423.31

Customer Acceptance:

Quotation Number: BC100148

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____ Tax Exempt: Y ☐ / N ☐

Comment:

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #_040319-CEC.

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Clark Equipment Company d/b/a Bobcat Company, P. O. Box 74007382, Chicago, IL 60674-7382

*Questions can be submitted via email to randy.fuss@doosan.com or by phone at: 1-800-965-4232



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Paul Carpenter, Public Works Director
SUBJECT: Routine Recycling Agreement
DATE: October 2, 2023

OVERVIEW:

Annual contract with Anoka County to receive SCORE (Select Committee on Recycling and the Environment) funds to be used for recycling activities. Anoka County sets a tonnage goal for St. Francis that coincides with the state recycling goal. The State of MN has an overall goal to recycle 75% of all total solid waste generated by 2030. The 2024 residential recycling goal is 1000 ton or more.

ACTION TO BE CONSIDERED:

Council to renew the annual recycling contract with Anoka County.

BUDGET IMPLICATION:

None. The City receives SCORE funds from Anoka County to implement the City recycling program to ensure recycling goals are met.

Attachments:

- 2024 Anoka County Recycling Contract with St. Francis



Anoka County

HUMAN SERVICES DIVISION

Community Social Services and Behavioral Health

Agenda Item # 41.

September 14, 2023

City of St. Francis
Attn: Joe Muehlbauer
23340 Cree St NW
St. Francis, MN 55070

Dear Mr. Muehlbauer:

Enclosed is your 2024 contract with Anoka County. Please review the contract and complete the signature portion using DocuSign. If applicable and ready, please attach the necessary insurance information using the attachment link in the DocuSign document. If insurance is not ready and you will be sending this information at a later date, please send to:

Angela.Rodine@co.anoka.mn.us

or

Angie Rodine
County of Anoka
2100 3rd Avenue, 5th Floor
Anoka, MN 55303

PLEASE NOTE: The following information is required as part of your contract. If the contract is signed and executed without receiving this information in a timely manner, it may be referred to the County Attorney's Office for possible Breach of Contract and/or payments may be withheld until information is received.

CERTIFICATE OF LIABILITY INSURANCE - Required

No insurance information is required for this contract.

CONTRACTOR INFORMATION SHEET - Required

Please update/complete and sign this page and return with your contract.

DocuSign will automatically forward a copy of the signed contract to you, once completed. If you have questions regarding the contract, please call your Contract Manager, Sue Doll, at 763-324-3482.

Sincerely,

Angie Rodine
Administrative Assistant, Planning and Operations Support Services

Anoka County Contract # C0010122

2024 AGREEMENT FOR RESIDENTIAL RECYCLING PROGRAM

THIS AGREEMENT made and entered into on the 1st day of January 2024, notwithstanding the date of the signatures of the parties, between the COUNTY OF ANOKA, State of Minnesota, hereinafter referred to as the "COUNTY", and the CITY OF ST FRANCIS, hereinafter referred to as the "MUNICIPALITY".

WITNESSETH:

WHEREAS, the County will receive funding from the State of Minnesota pursuant to Minn. Stat. § 115A.557, the Select Committee on Recycling and the Environment (hereinafter "SCORE funds") during 2024 which must be used to encourage and improve recycling and a portion must be specifically directed to recycling source -separated compostable materials; and

WHEREAS, the County will also receive funding pursuant to Minn. Stat. § 473.8441, Local Recycling Development Grants (hereinafter "LRDG funds") during 2024; and

WHEREAS, the County also has additional budgeted program funding available to supplement SCORE and LRDG funds for solid waste recycling programs, so that the available amount for the Residential Recycling Program is \$1,611,188.00; and

WHEREAS, the County Solid Waste Management Master Plan 2018 (Master Plan 2018) and the Minnesota Pollution Control Agency (hereinafter "MPCA") Metropolitan Solid Waste Management Policy Plan 2016-2036 state that MSW generated in the County that is not reused, recycled, or composted, will be processed to the extent that processing capacity is available; and

WHEREAS, the Master Plan 2018 was developed with the participation of a representative from the Municipality staff, and the Municipality is required to develop and implement programs, practices, or methods designed to meet waste abatement goals by Minn. Stat. § 115A.551, Subd 2a. (b).; and

WHEREAS, the County wishes to assist the Municipality in meeting recycling goals established by Anoka County by providing said SCORE, LRDG, and County budgeted program funds to cities and townships in the County for solid waste recycling programs.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties mutually agree to the following terms and conditions:

1. **PURPOSE AND CONTRACT DOCUMENTS.** The purpose of this Agreement is to provide for cooperation between the County and the Municipality to implement solid waste recycling programs in the Municipality which will help the County and member municipalities meet the goals set in the current Anoka County Solid Waste Management Master Plan. The County and the Municipality agree that the information provided in the recitals above is to be incorporated into the purpose of this agreement.

The Anoka County Municipal Waste Abatement Grant Program (hereinafter "Grant Program") Contract Documents include: the **Anoka County Municipal Waste**

Abatement Grant Funding Application submitted by the Municipality for the current contract year, and the **Grant Funding Award** issued by Anoka County for the current contract year. These documents are incorporated into this agreement by reference and are components of the entire contract package. The order of precedence of these documents in the event of inconsistency or ambiguity shall be resolved in the following order: 1) this **Agreement for Residential Recycling Program**; 2) **Grant Funding Award**; and 3) **Anoka County Municipal Waste Abatement Grant Funding Application**.

2. **TERM.** The term of this Agreement is from January 1, 2024, through December 31, 2024, unless earlier terminated as provided herein.
3. **DEFINITIONS.** Defined terms contained in this Agreement and all the attachments are found in Minn. Stat. § 115A.03; 115A.471; and 115A.552. The use of capitalization for defined terms has no special effect. Additionally:
 - a. "Full-Service Recycling Drop-off Center" means centralized permanent drop-off center that is open at least two times a week and accepts at least four types of materials beyond traditional curbside recyclables, i.e.: mattresses, appliances, scrap metal, furniture, source-separated compostable materials, electronics, etc.
 - b. "Multi-family dwellings" means households within apartment complexes, condominiums, townhomes, mobile homes, and senior housing complexes.
 - c. "Community Partner" means community festivals which appear to the public to be supported and run by the Municipality but in fact are sponsored or co-sponsored by a municipality or an independent non-profit 501c (3) organization, for example: the Anoka Halloween Parade.
4. **ELIGIBILITY FOR FUNDS.** Per Minn. Stat. § 115A.557, Subd. 1, funding eligibility is based primarily on population, with a minimum funding floor. For 2024, the County has determined that funding will be determined by the Grant Program funding application. The Municipality is entitled to receive reimbursement for eligible expenses, less revenues or other reimbursement received, for eligible activities up to the project maximum, which shall not exceed \$40,573.00. The Municipality shall be provided documentation of the funding award determination and rationale as indicated by the approved 2024 Grant Program Funding Application.

The County reserves the right to assess reimbursement reporting status for each municipality mid-year and recommend funding adjustments as determined by the County Program Specialist managing the Grant Program.

The County also reserves the right to withdraw reimbursement of approved expenses if the requirements noted in section 6. of this contract are not met.

The County also reserves the ability to assess the programs and reallocate unused SCORE and/or, LRDG funds mid-year if any participating municipality demonstrates the need for the funding and funds are available. The Municipality shall be provided documentation of the Grant Program funding award determination and rationale as indicated by the 2024 Grant Program Funding Award.

5. **PROGRAM.** The Municipality shall develop and implement a residential solid waste recycling program adequate to meet the Municipality's annual recycling goal of 881 tons of recyclable and source-separated compostable materials as established by the County. The Municipality shall ensure that the recyclable materials collected are delivered to processors or end markets for recycling or composting.
- a. The Municipal recycling program shall include the following components:
- i. Per Minn. Stat. § 115A.552, each household (including both single and Multi-family dwellings) in the Municipality shall have the Opportunity to Recycle at least four broad types of materials, including but not limited to, paper (including cardboard/paperboard cartons), glass, plastic, and metal.
 - ii. The recycling (including any organics) program shall be operated in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations.
 - iii. The Municipality shall implement a public information program that contains at least one of the following components:
 - (1) One promotional mailing to each household focused exclusively on the Municipality's recycling and source-separated compostable materials program;
 - (2) One promotional advertisement detailing recycling and source-separated compostable materials opportunities available for residents included in the Municipality's newsletter or local newspaper; or
 - (3) Two community outreach activities at Municipal or Community Partner events to inform residents about recycling and source-separated compostable materials opportunities.
 - iv. The public information components listed above shall focus on all recyclable materials and the various opportunities to recycle and compost source-separated compostable materials within the Municipality. The Municipality shall incorporate County/regional/State campaigns and images and use the toolkits provided by the County when preparing promotional materials. The Municipality, on an ongoing basis, shall identify new residents and provide detailed information on the recycling opportunities available to these new residents. The County shall work with the Municipality on promotional materials to coordinate messages. The Municipality shall provide promotional materials to the County for review prior to publication to ensure accuracy.
 - v. The Municipality shall offer a minimum of one spring or fall recycling drop-off event where items not normally accepted at the curb are collected for recycling. If the Municipality is hosting a monthly drop-off as described below, the spring/fall recycling drop-off events may be included within that program.
- b. The Municipality is encouraged to expand its recycling program to include one or more of the following components in order to receive additional funding.

- i. Organize monthly/quarterly recycling drop-off events which can be held in conjunction with a neighboring municipality(ies) on a cooperative basis for the citizens of both/all municipalities.
- ii. Provide a community event recycling program, which at a minimum would consist of providing recycling opportunities at all Municipal sponsored or Community Partner events and festivals as required by Minn. Stat. § 115A.151. The feasibility of adding source-separated compostable material collection at the event will be explored, and if feasible, implemented as an enhancement to the waste abatement program.
- iii. Provide the opportunity for citizens to engage in recycling activities at Municipal and Community Partner facilities as required by Minn. Stat. § 115A.151 such as athletic fields and public centers.
- iv. Organize and manage a Full-Service Recycling Drop-off Center.
- v. Implement enhanced recycling promotion and assistance for Multi-family dwellings.
- vi. Develop additional opportunities for source-separated compostable materials collection.
- vii. Develop and implement additional opportunities to recycle bulky and problem materials (e.g., appliances, batteries, electronics, fluorescent lamps, mattresses, oil, scrap metal, etc.) from residents on an on-going basis either curbside or at a drop-off.
- c. If the Municipality's recycling program did not achieve the Municipality's recycling goals as established by the County for the prior calendar year, the Municipality shall work with the County to prepare a plan to achieve the recycling goals set forth in this Agreement.
- d. The Municipality's recycling program shall be limited to residential programming for funding reimbursements under this Agreement. The County will not reimburse business recycling programming or household hazardous waste programming by the Municipality. Any inquiries or requests regarding these topics should be sent to the County for response.
- e. In addition to the above requirements designed to increase residential recycling opportunities, the Municipality shall provide recycling opportunities in all municipal buildings including but not limited to, city offices, public meeting rooms and parks, as required by Minn. Stat. § 115A.151.
- f. If the Municipality requests reimbursement for park/public entity recycling/organics/trash waste systems/containers, the Municipality needs to work with the County before an order is placed to make sure the containers are consistent with the requirements set forth by the County for colors e.g. (blue for recycling, green for organics and gray or black for trash), openings and labels.

- g. Pursuant to Minn. Stat. §§ 115A. 46, 115A.471 and 473.848, all waste generated by municipal government activities (including city/town halls, public works and public safety buildings, parks, and libraries, and for municipalities that arrange for waste services on behalf of their residents (organized collection)) shall be delivered to a waste processing plant for disposal as long as capacity is available. Failure to comply with this provision shall constitute a breach of this Agreement resulting in the loss of all Grant Funding unless, pursuant to statute, the Municipality has conferred with the County and developed a plan to comply within a reasonable period of time.
6. **REPORTING.** The Municipality shall submit the following forms via Re-TRAC: application, reimbursement, and tonnage report forms to the County on the schedule noted below:
- a. June 3, 2024 – Deadline for submitting via Re-TRAC the 2025 Anoka County Municipal Waste Abatement Grant Funding Application and all required attachments
 - b. July 12, 2024 – Deadline for submitting via Re-TRAC the 2024 January – June Anoka County Municipal Reimbursement Report Form and all required attachments
 - c. July 31, 2024 – Deadline for submitting via Re-TRAC the 2024 January – June Anoka County Municipal Tonnage Report Form and all required attachments
 - d. November 15, 2024 – Deadline for submitting via DocuSign the signed 2025 Agreement for Residential Recycling Program
 - e. January 10, 2025 – Deadline for submitting via Re-TRAC the 2024 July – December Anoka County Municipal Reimbursement Report Form and all required attachments
 - f. January 31, 2025 – Deadline for submitting via Re-TRAC the 2024 July – December Anoka County Municipal Tonnage Report Form and all required attachments
 - g. For the Anoka County **Municipal Waste Abatement Grant Funding Application, using set categories in Re-TRAC**, the:
 - Municipality is required to follow application instructions
 - Municipality must refer to list of eligible expenses when completing the application
 - Municipality is required to upload in Re-TRAC a complete and accurate 2024 Staffing Metric and Drop-off Calculator
 - Municipality is required to upload in Re-TRAC a complete and accurate .pdf file of up-to-date promotions listing collection opportunities at curbside, permanent drop-off centers or other special events
 - h. For the Anoka County **Municipal Reimbursement Report Form, using set categories in Re-TRAC**, the:
 - Municipality is required to follow reimbursement form instructions

- Municipality must refer to list of eligible expenses when completing the reimbursement form
 - If the Municipality is being audited, the Municipality must provide a full accounting of the expenses incurred that have been approved in the 2024 Municipal Waste Abatement Grant Funding Application
 - Municipality is required to upload in Re-TRAC a complete and accurate Reimbursement Worksheet which matches the amounts entered in the associated sections in the Re-TRAC Reimbursement Report Form
 - Information regarding any revenue received from sources other than the County, for the Municipality's recycling and source-separated organics programs, i.e., revenue taken in from the sale of recyclables and fees collected from residents, shall be reported
 - Copies of all promotional materials that have been prepared by the Municipality during each reporting period shall be uploaded in the Re-TRAC Reimbursement Report Form
- i. For the **Municipal Tonnage Report Form, using set categories in Re-TRAC**, the:
- Municipality is required to follow tonnage report form instructions
 - Municipality shall keep detailed records documenting the disposition of all recyclable materials collected pursuant to this Agreement
 - When calculating all tonnage categories, weight slips from haulers and end markets are required. If weight slips cannot be obtained, written documentation of the quantity and type of material being reused, recycled, or composted must be provided
 - Using quantity and type of material, the Municipality shall use the conversion factors provided by the County to determine the tonnage
 - If County conversion factors do not apply to any given materials, a description of the methodology used for calculations must be provided to the County
 - If the Municipality is being audited, the Municipality must provide a full accounting of the amount of waste which has been reused, recycled, and composted due to the Municipality's activities and the efforts of other community programs, redemption centers and drop-off centers
 - Municipality is required to upload in Re-TRAC a complete and accurate Tonnage Worksheet which matches the amounts entered in the associated sections in the Re-TRAC Tonnage Report Form
 - For waste abatement programs run by other persons or entities, the Municipality shall provide documentation of materials recycled by the Municipality's residents through these other programs
- j. The Municipality agrees to support County efforts in obtaining hauler reports by ensuring compliance through ordinance, contract or license requirements and the ability to exercise punitive actions, if needed.
- k. The Municipality agrees to furnish the County with additional reports in form and at frequencies requested by the County for financial evaluation, program management purposes, and reporting to the State of Minnesota.

7. **REIMBURSEMENT PAYMENT PROCEDURE.** Approved grant reimbursement payments shall be paid in accordance with standard County procedures, subject to the approval of the Anoka County Board of Commissioners. Payments will not be made until the set contract deadlines are met.
8. **PUBLICATIONS.** The Municipality shall acknowledge the financial assistance of Anoka County on all promotional materials, reports and publications relating to the activities funded under this Agreement, by including the following acknowledgement: "Funded by the Anoka County Board of Commissioners and State SCORE funds." The Municipality shall provide to the County copies of all promotional materials funded by this grant.

The County shall provide to the Municipalities printed public information pieces about County programs and topics developed by the Recycling Education Committee (REC). The Municipality shall not modify County provided publications and promotional materials.

Information about all County programs and drop-off sites that a Municipality plans to publish in a Municipal communication, printed, electronic, or on social media platforms shall be provided to the County for review and approved by the County prior to publication. This includes all information related to County waste prevention, reduction, recycling programs, County household hazardous waste operations and the County compost sites.

To ensure content accuracy and message consistency throughout the region, any technical information about waste prevention, reduction, recycling, composting and household hazardous waste should be provided to the County for review, before it is printed, to verify that it is correct information for Anoka County. Information copied from the Internet may not be accurate for the twin cities metro area.

9. **INDEMNIFICATION.** The County agrees to indemnify, defend, and hold the Municipality harmless from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of its public officials, officers, agents, employees, and contractors relating to activities performed by the County under this Agreement.

The Municipality agrees to indemnify, defend, and hold the County harmless from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of its public officials, officers, agents, employees, and contractors relating to activities performed by the Municipality under this Agreement.

The provisions of this subdivision shall survive the termination or expiration of the term of this Agreement.

10. **GENERAL PROVISIONS.**

- a. In performing the provisions of this Agreement, both parties agree to comply with all applicable federal, state, or local laws, ordinances, rules, regulations, or

standards established by any agency or special governmental unit which are now or hereafter promulgated insofar as they relate to performance of the provisions of this Agreement. In addition, the Municipality shall comply with all applicable requirements of the State of Minnesota for the use of SCORE funds provided to the Municipality by the County under this Agreement. The Municipality shall also comply with all relevant portions of the current Anoka County Solid Waste Management Master Plan and shall participate in the preparation of the successor Master Plans.

- b. If the Municipality utilizes the services of a subcontractor for purposes of meeting requirements herein, the Municipality shall be responsible for the performance of all such subcontracts and shall ensure that the subcontractors perform fully the terms of the subcontract. The agreement between the Municipality and a subcontractor shall obligate the subcontractor to comply fully with the terms of this Agreement.
- c. It is understood and agreed that the entire agreement is contained herein, and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.
- d. Any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing, duly signed by the parties.
- e. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law, such decision shall not affect the remaining portion of this Agreement.
- f. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint venturers, or an association between the County and the Municipality, nor shall the Municipality, its employees, agents, or representatives be considered employees, agents, or representatives of the County for any purpose.
- g. The Municipality shall maintain financial and other records and accounts in accordance with requirements of the County and the State of Minnesota. The Municipality shall maintain strict accountability of all funds and maintain records of all receipts and disbursements. Such records and accounts shall be maintained in a form which will permit the tracing of funds and program income to final expenditure. The Municipality shall maintain records sufficient to reflect that all funds received under this Agreement were expended in accordance with Minn. Stat. § 115A.557, Subd. 2, for residential solid waste recycling purposes. The Municipality shall also maintain records of the quantities of materials recycled. All records and accounts shall be retained as provided by law, but in no event for a period of less than five years from the last receipt of payment from the County pursuant to this Agreement.
- h. Pursuant to Minn. Stat. § 16C.05, the Municipality shall allow the County or other persons or agencies authorized by the County, and the State of Minnesota, including the Legislative Auditor or the State Auditor, access to the records of the

Municipality at reasonable hours, including all books, records, documents, and accounting procedures and practices of the Municipality relevant to the subject matter of the Agreement, for purposes of audit. In addition, the County shall have access to the project site(s), if any, at reasonable hours.

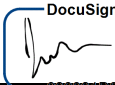
- i. The County reserves the right to withdraw reimbursement of approved expenses if the Municipality does not comply with state law or the County's Solid Waste Ordinance.
11. **TERMINATION.** This Agreement may be terminated by mutual written agreement of the parties or by either party, with or without cause, by giving not less than seven (7) days' written notice, delivered by mail or in person to the other party, specifying the date of termination. If this Agreement is terminated, assets acquired in whole or in part with funds provided under this Agreement shall be the property of the Municipality so long as said assets are used by the Municipality for the purpose of a landfill abatement program approved by the County.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereunto set their hands.

CITY OF ST. FRANCIS

COUNTY OF ANOKA

DocuSigned by:
By: 
Joe Muehlbauer
Mayor

Date: 9/28/2023

By: _____
Cindy Cesare, Chief Officer
Anoka County Human Services

Date: _____

By: _____
Kate Thunstrom
City Administrator

Date: _____

By: _____
Rhonda Sivarajah
County Administrator

Date: _____

Approved as to form and legality:

By: _____
Kurt Deile
Assistant County Attorney

Date: _____

kcd\contracts\integrated waste contracts\SCORE grants\2024_____

Attachment A

Minnesota Statutes Referenced in Agreement for Residential Recycling Program

Chapter 115A WASTE MANAGEMENT

Minn. Stat. §115A.03 Definitions

Subdivision 1. Applicability.

For the purposes of this chapter, the terms defined in this section have the meanings given them, unless the context requires otherwise.

Subd. 2. Agency.

"Agency" means the Pollution Control Agency.

Subd. 3.

[Repealed, [1989 c 335 art 1 s 270](#)]

Subd. 3a. Arrange for management.

"Arrange for management" means an activity undertaken by a person that determines the ultimate disposition of solid waste that is under the control of the person, including delivery of the waste to a transfer station for transport to another solid waste management facility. Knowledge of the destination of waste by a generator is by itself insufficient for arranging for management unless the generator knows that the destination is an environmentally inferior facility as defined in this section, has the ability to redirect the waste to an environmentally superior facility and ensure its delivery to that facility, and chooses not to redirect the waste.

Subd. 4. Cities.

"Cities" means statutory and home rule charter cities and towns authorized to plan under sections [462.351](#) to [462.364](#).

Subd. 5. Collection.

"Collection" means the aggregation of waste from the place at which it is generated and includes all activities up to the time the waste is delivered to a waste facility.

Subd. 6. Commercial waste facility.

"Commercial waste facility" means a waste facility established and permitted to sell waste processing or disposal services to generators other than the owner and operator of the facility.

Subd. 6a. Commissioner.

"Commissioner" means the commissioner of the Pollution Control Agency.

Subd. 7. Construction debris.

"Construction debris" means waste building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition of buildings and roads.

Subd. 7a. Containment.

"Containment" means isolating, controlling, and monitoring waste in a waste facility in order to prevent a release of waste from the facility that would have an adverse impact upon human health and the environment.

Subd. 8. Development region.

"Development region" means a region designated pursuant to sections [462.381](#) to [462.397](#).

Subd. 8a.

[Repealed, [1Sp2005 c 1 art 2 s 162](#)]

Subd. 9. Disposal or dispose.

"Disposal" or "dispose" means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any waste into or on any land or water so that the waste or any constituent thereof may enter the environment or be emitted into the air, or discharged into any waters, including groundwaters.

Subd. 10. Disposal facility.

"Disposal facility" means a waste facility permitted by the agency that is designed or operated for the purpose of disposing of waste on or in the land, together with any appurtenant facilities needed to process waste for disposal or transfer to another waste facility.

Subd. 10a. Environmentally inferior.

"Environmentally inferior" means a solid waste management method that is lower on the list of preferred waste management methods in section [115A.02](#) than a solid waste management method chosen by a county or, as applied to a facility, means a waste management facility that utilizes a waste management method that is lower on the list of preferred waste management methods than the waste management method chosen by a county. In addition, as applied to disposal facilities, a facility that does not meet the standards for new facilities in Code of Federal Regulations, title 40, chapters 257 and 258, is environmentally inferior to a facility that does meet these standards.

Subd. 11. Generation.

"Generation" means the act or process of producing waste.

Subd. 12. Generator.

"Generator" means any person who generates waste.

Subd. 13. Hazardous waste.

"Hazardous waste" has the meaning given it in section [116.06, subdivision 11](#).

Subd. 13a. Industrial waste.

"Industrial waste" means solid waste resulting from an industrial, manufacturing, service, or commercial activity that is managed as a separate waste stream.

Subd. 14. Intrinsic hazard.

"Intrinsic hazard" of a waste means the propensity of the waste to migrate in the environment, and thereby to become exposed to the public, and the significance of the harm or damage likely to result from exposure of natural resources or the public to the waste, as a result of such inherent or induced attributes of the waste as its chemical and physical stability, solubility, bioconcentratability, toxicity, flammability, and corrosivity.

Subd. 15. Intrinsic suitability.

(a) "Intrinsic suitability" of a land area or site means that, based on existing data on the inherent and natural attributes, physical features, and location of the land area or site, there is no known reason why the waste facility proposed to be located in the area or site cannot reasonably be expected to qualify for permits in accordance with agency rules. Agency certification of intrinsic suitability shall be based on data submitted to the agency by the proposing entity and data included by the administrative law judge in the record of any public hearing on recommended certification, and applied against criteria in agency rules and any additional criteria developed by the agency in effect at the time the proposing entity submits the site for certification.

(b) In the event that all candidate sites selected by the board before May 3, 1984, are eliminated from further consideration and a new search for candidate sites is commenced, "intrinsic suitability" of a land area or site shall mean that, because of the inherent and natural attributes, physical features, and location of the land area or site, the waste facility proposed to be located in the area or site would not be likely to result in material harm to the public health and safety and natural resources and that therefore the proposed facility can reasonably be expected to qualify for permits in accordance with agency rules.

Subd. 16.

[Repealed, [1997 c 7 art 1 s 26](#)]

Subd. 17. Local government unit.

"Local government unit" means cities, towns, and counties.

Subd. 17a. Major appliances.

"Major appliances" means clothes washers and dryers, dishwashers, hot water heaters, heat pumps, furnaces, garbage disposals, trash compactors, conventional and microwave ovens, ranges and stoves, air conditioners, dehumidifiers, refrigerators, and freezers.

Subd. 18. Metropolitan area.

"Metropolitan area" has the meaning given it in section [473.121](#).

Subd. 19. Metropolitan Council.

"Metropolitan Council" means the council established in chapter 473.

Subd. 20.

[Repealed, [1994 c 628 art 3 s 209](#)]

Subd. 21. **Mixed municipal solid waste.**

(a) "Mixed municipal solid waste" means garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection, except as provided in paragraph (b).

(b) Mixed municipal solid waste does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams.

Subd. 22. **Natural resources.**

"Natural resources" has the meaning given it in chapter 116B.

Subd. 22a.

[Repealed, [1Sp2005 c 1 art 2 s 162](#)]

Subd. 22b. **Packaging.**

"Packaging" means a container and any appurtenant material that provide a means of transporting, marketing, protecting, or handling a product. "Packaging" includes pallets and packing such as blocking, bracing, cushioning, weatherproofing, strapping, coatings, closures, inks, dyes, pigments, and labels.

Subd. 23. **Person.**

"Person" has the meaning given it in section [116.06](#), but does not include the Pollution Control Agency.

Subd. 24. **Political subdivision.**

"Political subdivision" means any municipal corporation, governmental subdivision of the state, local government unit, special district, or local or regional board, commission, or authority authorized by law to plan or provide for waste management.

Subd. 24a. **Problem material.**

"Problem material" means a material that, when it is processed or disposed of with mixed municipal solid waste, contributes to one or more of the following results:

(1) the release of a hazardous substance, or pollutant or contaminant, as defined in section [115B.02, subdivisions 8, 13, and 15](#);

(2) pollution of water as defined in section [115.01, subdivision 13](#);

(3) air pollution as defined in section [116.06, subdivision 4](#); or

(4) a significant threat to the safe or efficient operation of a solid waste facility.

Subd. 24b. Postconsumer material.

"Postconsumer material" means a finished material that would normally be discarded as a solid waste having completed its life cycle as a consumer item.

Subd. 25. Processing.

"Processing" means the treatment of waste after collection and before disposal. Processing includes but is not limited to reduction, storage, separation, exchange, resource recovery, physical, chemical, or biological modification, and transfer from one waste facility to another.

Subd. 25a. Recyclable materials.

"Recyclable materials" means materials that are separated from mixed municipal solid waste for the purpose of recycling or composting, including paper, glass, plastics, metals, automobile oil, batteries, source-separated compostable materials, and sole source food waste streams that are managed through biodegradative processes. Refuse-derived fuel or other material that is destroyed by incineration is not a recyclable material.

Subd. 25b. Recycling.

"Recycling" means the process of collecting and preparing recyclable materials and reusing the materials in their original form or using them in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.

Subd. 25c. Recycling facility.

"Recycling facility" means a facility at which materials are prepared for reuse in their original form or for use in manufacturing processes that do not cause the destruction of the materials in a manner that precludes further use.

Subd. 25d. Refuse-derived fuel.

"Refuse-derived fuel" means a product resulting from the processing of mixed municipal solid waste in a manner that reduces the quantity of noncombustible material present in the waste, reduces the size of waste components through shredding or other mechanical means, and produces a fuel suitable for combustion in existing or new solid fuel-fired boilers.

Subd. 26. Regional development commission.

"Regional development commission" means a commission established pursuant to sections [462.381](#) to [462.397](#).

Subd. 26a. Resource conservation.

"Resource conservation" means the reduction in the use of water, energy, and raw materials.

Subd. 27. Resource recovery.

"Resource recovery" means the reclamation for sale, use, or reuse of materials, substances, energy, or other products contained within or derived from waste.

Subd. 28. Resource recovery facility.

"Resource recovery facility" means a waste facility established and used primarily for resource recovery, including related and appurtenant facilities such as transmission facilities and transfer stations primarily serving the resource recovery facility.

Subd. 28a. Retrievable storage.

"Retrievable storage" means a method of disposal whereby wastes are placed in a facility established pursuant to sections [115A.18](#) to [115A.30](#) for an indeterminate period in a manner designed to allow the removal of the waste at a later time.

Subd. 28b. Sanitary district.

"Sanitary district" means a sanitary district with the authority to regulate solid waste.

Subd. 29. Sewage sludge.

"Sewage sludge" means solid, semisolid, or liquid residue generated during the treatment of domestic sewage in a treatment works. It includes, but is not limited to, scum or solids removed in primary, secondary, or advanced wastewater treatment processes and a material derived from sewage sludge. Sewage sludge does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator or grit and screenings generated during preliminary treatment of domestic sewage in a treatment works. Sewage sludge that is acceptable and beneficial for recycling on land as a soil conditioner and nutrient source is also known as biosolids.

Subd. 30. Sewage sludge disposal facility.

"Sewage sludge disposal facility" means property owned or leased by a political subdivision and used for interim or final disposal or land spreading of sewage sludge.

Subd. 31. Solid waste.

"Solid waste" has the meaning given it in section [116.06, subdivision 22](#).

Subd. 32. Solid waste management district or waste district.

"Solid waste management district" or "waste district" means a geographic area extending into two or more counties in which the management of solid waste is vested in a special district established pursuant to sections [115A.62](#) to [115A.72](#).

Subd. 32a.

MS 1994 [Renumbered subd 32c]

Subd. 32a. Source-separated compostable materials.

"Source-separated compostable materials" means materials that:

(1) are separated at the source by waste generators for the purpose of preparing them for use as compost;

(2) are collected separately from mixed municipal solid waste, and are governed by the licensing provisions of section [115A.93](#);

(3) are comprised of food wastes, fish and animal waste, plant materials, diapers, sanitary products, and paper that is not recyclable because the commissioner has determined that no other person is willing to accept the paper for recycling;

(4) are delivered to a facility to undergo controlled microbial degradation to yield a humus-like product meeting the agency's class I or class II, or equivalent, compost standards and where process rejects do not exceed 15 percent by weight of the total material delivered to the facility; and

(5) may be delivered to a transfer station, mixed municipal solid waste processing facility, or recycling facility only for the purposes of composting or transfer to a composting facility, unless the commissioner determines that no other person is willing to accept the materials.

Subd. 32b.

MS 1994 [Renumbered subd 32d]

Subd. 32b. **Source-separated recyclable materials.**

"Source-separated recyclable materials" means recyclable materials, including commingled recyclable materials, that are separated by the generator.

Subd. 32c. **Stabilization.**

"Stabilization" means a chemical or thermal process in which materials or energy are added to waste in order to reduce the possibility of migration of any hazardous constituents of the resulting stabilized waste in preparation for placement of the waste in a stabilization and containment facility.

Subd. 32d. **Stabilization and containment facility.**

"Stabilization and containment facility" means a waste facility that is designed for stabilization and containment of waste, together with other appurtenant facilities needed to process waste for stabilization, containment, or transfer to another facility.

Subd. 33. **Transfer station.**

"Transfer station" means an intermediate waste facility in which waste collected from any source is temporarily deposited to await transportation to another waste facility.

Subd. 34. **Waste.**

"Waste" means solid waste, sewage sludge, and hazardous waste.

Subd. 35. **Waste facility.**

"Waste facility" means all property, real or personal, including negative and positive easements and water and air rights, which is or may be needed or useful for the processing or disposal of waste, except property for the collection of the waste and property used primarily for the manufacture of scrap metal or paper. Waste facility includes but is not limited to transfer stations, processing facilities, and disposal sites and facilities.

Subd. 36. Waste management.

"Waste management" means activities which are intended to affect or control the generation of waste and activities which provide for or control the collection, processing and disposal of waste.

Subd. 36a. Waste management method chosen by a county.

"Waste management method chosen by a county" means:

(1) a waste management method that is mandated for waste generated in the county by section [115A.415](#), [473.848](#), [473.849](#), or other state law, or by county ordinance based on the county solid waste management plan developed, adopted, and approved under section [115A.46](#) or [458D.05](#) or the county solid waste management master plan developed, adopted, and approved under section [473.803](#); or

(2) a waste management facility or facilities, developed under the county solid waste management plan or master plan, to which solid waste generated in a county is directed by an ordinance developed, adopted, and approved under sections [115A.80](#) to [115A.893](#).

Subd. 36b. Waste reduction or source reduction.

"Waste reduction" or "source reduction" means an activity that prevents generation of waste or the inclusion of toxic materials in waste, including:

- (1) reusing a product in its original form;
- (2) increasing the life span of a product;
- (3) reducing material or the toxicity of material used in production or packaging; or
- (4) changing procurement, consumption, or waste generation habits to result in smaller quantities or lower toxicity of waste generated.

Subd. 37. Waste rendered nonhazardous.

"Waste rendered nonhazardous" means (1) waste excluded from regulation as a hazardous waste under the delisting requirements of United States Code, title 42, section 6921 and any federal and state delisting rules, and (2) other nonhazardous residual waste from the processing of hazardous waste.

Subd. 38. Yard waste.

"Yard waste" means garden wastes, leaves, lawn cuttings, weeds, shrub and tree waste, and prunings.

History:

[1980 c 564 art 1 s 3](#); [1981 c 352 s 1,2](#); [1983 c 373 s 5,6](#); [1984 c 640 s 32](#); [1984 c 644 s 1,2](#); [1985 c 274 s 1-3](#); [1986 c 425 s 12-17](#); [1987 c 348 s 1,2](#); [1988 c 524 s 1](#); [1988 c 685 s 3,4,21](#); [1989 c 325 s 3](#); [1989 c 335 art 1 s 128,129,269](#); [1Sp1989 c 1 art 18 s 3](#); [art 20 s 1,2](#); [1991 c 303 s 1](#); [1991 c 337 s 6,7,44](#); [1992 c 593 art 1 s 5-7,28](#); [1993 c 249 s 7,8,61](#); [1994 c 548 s 1](#); [1994 c 585 s 3](#); [1994 c 639 art 5 s 3](#); [1995 c 220 s 96](#); [1995 c 247 art 1 s 66](#); [1996 c 470 s 2-5](#); [1Sp2005 c 1 art 2 s 161](#); [2008 c 357 s 32,33](#); [2011 c 107 s 81](#); [2014 c 248 s 14](#); [1Sp2015 c 4 art 4 s 104,105](#)

Minn. Stat. § 115A.151 RECYCLING REQUIREMENTS; PUBLIC ENTITIES; COMMERCIAL BUILDINGS; SPORTS FACILITIES.

(a) A public entity, the owner of a sports facility, and an owner of a commercial building shall:

(1) ensure that facilities under its control, from which mixed municipal solid waste is collected, also collect at least three recyclable materials, such as, but not limited to, paper, glass, plastic, and metal; and

(2) transfer all recyclable materials collected to a recycler.

(b) For the purposes of this section:

(1) "public entity" means the state, an office, agency, or institution of the state, the Metropolitan Council, a metropolitan agency, the Metropolitan Mosquito Control Commission, the legislature, the courts, a county, a statutory or home rule charter city, a town, a school district, a special taxing district, or any entity that receives an appropriation from the state for a capital improvement project after August 1, 2002;

(2) "metropolitan agency" and "Metropolitan Council" have the meanings given them in section [473.121](#);

(3) "Metropolitan Mosquito Control Commission" means the commission created in section [473.702](#);

(4) "commercial building" means a building that:

(i) is located in a metropolitan county, as defined in section [473.121](#);

(ii) contains a business classified in sectors 42 to 81 under the North American Industrial Classification System; and

(iii) contracts for four cubic yards or more per week of solid waste collection; and

(5) "sports facility" means a professional or collegiate sports facility at which competitions take place before a public audience.

History: [1Sp1989 c 1 art 18 s 9](#); [1991 c 337 s 12](#); [1996 c 457 s 10](#); [2002 c 312 s 2](#); [2014 c 225 s 4](#); [2014 c 312 art 13 s 24](#)

Minn. Stat. §115A.46 REGIONAL AND LOCAL SOLID WASTE MANAGEMENT PLAN; REQUIREMENTS.

Subdivision 1. **General.**

(a) Plans shall address the state policies and purposes expressed in section [115A.02](#) and may not be inconsistent with state law.

(b) Plans for the location, establishment, operation, maintenance, and postclosure use of facilities and facility sites, for ordinances, and for licensing, permit, and enforcement activities shall be consistent with the rules adopted by the agency pursuant to chapter 116.

(c) Plans shall address:

(1) the resolution of conflicting, duplicative, or overlapping local management efforts;

(2) the establishment of joint powers management programs or waste management districts where appropriate; and

(3) other matters as the rules of the agency may require consistent with the purposes of sections [115A.42](#) to [115A.46](#).

(d) Political subdivisions preparing plans under sections [115A.42](#) to [115A.46](#) shall consult with persons presently providing solid waste collection, processing, and disposal services.

(e) Plans must be submitted to the commissioner for approval. When a county board is ready to have a final plan approved, the county board shall submit a resolution requesting review and approval by the commissioner. After receiving the resolution, the commissioner shall notify the county within 45 days whether the plan as submitted is complete and, if not complete, the specific items that need to be submitted to make the plan complete. Within 90 days after a complete plan has been submitted, the commissioner shall approve or disapprove the plan. If the plan is disapproved, reasons for the disapproval must be provided.

(f) After initial approval, each plan must be updated and submitted for approval at least every ten years. The plan must be revised as necessary so that it is not inconsistent with state law.

(g) Rules that regulate plan content under subdivision 2 must reflect demographic, geographic, regional, and solid waste system differences that exist among the counties.

Subd. 2.Contents.

(a) The plans shall describe existing collection, processing, and disposal systems, including schedules of rates and charges, financing methods, environmental acceptability, and opportunities for improvements in the systems.

(b) The plans shall include an estimate of the land disposal capacity in acre-feet which will be needed through the year 2000, on the basis of current and projected waste generation practices. In assessing the need for additional capacity for resource recovery or land disposal, the plans shall take into account the characteristics of waste stream components and shall give priority to waste reduction, separation, and recycling.

(c) The plans shall require the most feasible and prudent reduction of the need for and practice of land disposal of mixed municipal solid waste.

(d) The plans shall address at least waste reduction, separation, recycling, and other resource recovery options, and shall include specific and quantifiable objectives, immediately and over specified time periods, for reducing the land disposal of mixed municipal solid waste and for the implementation of feasible and prudent reduction, separation, recycling, and other resource recovery options. These objectives shall be consistent with statewide objectives as identified in statute. The plans shall describe methods for identifying the portions of the waste stream such as leaves, grass, clippings, tree and plant residue, and paper for application and mixing into the soil and use in agricultural practices. The plans shall describe specific functions to be performed and activities to be undertaken to achieve the abatement, reduction, separation, recycling, and other resource recovery objectives and shall describe the estimated cost, proposed manner of financing, and timing of the functions and activities. The plans shall describe proposed mechanisms for complying with the recycling requirements of section [115A.551](#), and the household hazardous waste management requirements of section [115A.96, subdivision 6](#).

(e) The plans shall include a comparison of the costs of the activities to be undertaken, including capital and operating costs, and the effects of the activities on the cost to generators and on persons currently providing solid waste collection, processing, and disposal services. The plans shall include alternatives which could be used to achieve the abatement objectives if the proposed functions and activities are not established.

(f) The plans shall designate how public education shall be accomplished. The plans shall, to the extent practicable and consistent with the achievement of other public policies and purposes, encourage ownership and operation of solid waste facilities by private industry. For solid waste facilities owned or operated by public agencies or supported primarily by public funds or obligations issued by a public

agency, the plans shall include criteria and standards to protect comparable private and public facilities already existing in the area from displacement unless the displacement is required in order to achieve the waste management objectives identified in the plan.

(g) The plans shall establish a siting procedure and development program to assure the orderly location, development, and financing of new or expanded solid waste facilities and services sufficient for a prospective ten-year period, including estimated costs and implementation schedules, proposed procedures for operation and maintenance, estimated annual costs and gross revenues, and proposals for the use of facilities after they are no longer needed or usable.

(h) The plans shall describe existing and proposed county and municipal ordinances and license and permit requirements relating to solid waste management and shall describe existing and proposed regulation and enforcement procedures.

Subd. 3.

[Repealed, [1984 c 644 s 82](#)]

Subd. 4. Delegating solid waste responsibilities.

A county or a solid waste management district established under sections [115A.62](#) to [115A.72](#) may not delegate to another governmental unit or other person any portion of its responsibility for solid waste management unless it establishes a funding mechanism to assure the ability of the entity to which it delegates responsibility to adequately carry out the responsibility delegated.

Subd. 5. Jurisdiction of plan.

(a) After a county plan has been submitted for approval under subdivision 1, a public entity, as defined in section [16C.073, subdivision 1](#), within the county may not enter into a binding agreement governing a solid waste management activity that is inconsistent with the county plan without the consent of the county.

(b) After a county plan has been approved under subdivision 1, the plan governs all solid waste management in the county and a public entity, as defined in section [16C.073, subdivision 1](#), within the county may not develop or implement a solid waste management activity, other than an activity to reduce waste generation or reuse waste materials, that is inconsistent with the county plan that the county is actively implementing without the consent of the county.

History:

[1980 c 564 art 5 s 5](#); [1982 c 569 s 13](#); [1984 c 644 s 32,33](#); [1987 c 404 s 140](#); [1989 c 131 s 3](#); [1989 c 325 s 6](#); [1989 c 335 art 1 s 269](#); [1Sp1989 c 1 art 20 s 3,4](#); [1991 c 337 s 15,16](#); [1995 c 247 art 1 s 8](#); [art 2 s 12](#); [2003 c 13 s 1](#); [1Sp2005 c 1 art 2 s 161](#); [2014 c 196 art 1 s 5](#)

Minn. Stat. §115A.471 PUBLIC ENTITIES; MANAGING SOLID WASTE.

Subdivision 1. Definitions.

(a) Prior to entering into or approving a contract for the management of mixed municipal solid waste which would manage the waste using a waste management practice that is ranked lower on the list of preferred waste management practices in section [115A.02, paragraph \(b\)](#), than the waste management practice selected for such waste in the county plan for the county in which the waste was generated, a public entity must:

(1) determine the potential liability to the public entity and its taxpayers for managing the waste in this manner;

(2) develop and implement a plan for managing the potential liability; and

(3) submit the information from clauses (1) and (2) to the agency.

(b) For the purpose of this subdivision, "public entity" means the state; an office, agency, or institution of the state; the Metropolitan Council; a metropolitan agency; the Metropolitan Mosquito Control District; the legislature; the courts; a county; a statutory or home rule charter city; a town; a school district; another special taxing district; or any other general or special purpose unit of government in the state.

History: [1995 c 247 art 1 s 9](#)

Minn Stat. §115A.551 RECYCLING.

Subdivision 1. Definitions.

(a) For the purposes of this section, "recycling" means, in addition to the meaning given in section [115A.03, subdivision 25b](#), yard waste and source-separated compostable materials composting and recycling that occurs through mechanical or hand separation of materials that are then delivered for use in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.

(b) For the purposes of this section, "total solid waste generation" means the total by weight of:

(1) materials separated for recycling;

(2) materials separated for yard waste and source-separated compostable materials composting;

(3) mixed municipal solid waste plus motor and vehicle fluids and filters, tires, lead acid batteries, and major appliances; and

(4) residential waste materials that would be mixed municipal solid waste but for the fact that they are not collected as such.

Subd. 2

[Repealed, [2014 c 312 art 13 s 48](#)]

Subd. 2a. County recycling goals.

(a) By December 31, 2030, each county will have as a goal to recycle the following amounts:

(1) for a county outside of the metropolitan area, 35 percent by weight of total solid waste generation; and

(2) for a metropolitan county, 75 percent by weight of total solid waste generation.

(b) Each county will develop and implement or require political subdivisions within the county to develop and implement programs, practices, or methods designed to meet its recycling goal. Nothing in this section or in any other law may be construed to prohibit a county from establishing a higher recycling goal.

(c) Any quantified recyclable materials that meet the definition in subdivision 1, paragraph (a), or section [115A.03, subdivision 25a](#), are eligible to be counted toward a county's recycling goal under this subdivision.

Subd. 3. Interim goals; nonmetropolitan counties.

The commissioner shall establish interim recycling goals for the nonmetropolitan counties to assist them in meeting the goals established in subdivision 2a.

Subd. 4. Interim monitoring.

The commissioner shall monitor the progress of each county toward meeting the recycling goals in subdivision 2a. The commissioner shall report to the senate and house of representatives committees having jurisdiction over environment and natural resources as part of the report required under section [115A.411](#). If the commissioner finds that a county is not progressing toward the goals in subdivision 2a, the commissioner shall negotiate with the county to develop and implement solid waste management techniques designed to assist the county in meeting the goals, such as organized collection, curbside collection of source-separated materials, and volume-based pricing.

Subd. 5. Failure to meet goal.

(a) A county failing to meet the interim goals in subdivision 3 shall, as a minimum:

- (1) notify county residents of the failure to achieve the goal and why the goal was not achieved; and
- (2) provide county residents with information on recycling programs offered by the county.

(b) If, based on the recycling monitoring described in subdivision 4, the commissioner finds that a county will be unable to meet the recycling goals established in subdivision 2a, the commissioner shall, after consideration of the reasons for the county's inability to meet the goals, recommend legislation for consideration by the senate and house of representatives committees having jurisdiction over environment and natural resources and environment and natural resources finance to establish mandatory recycling standards and to authorize the commissioner to mandate appropriate solid waste management techniques designed to meet the standards in those counties that are unable to meet the goals.

Subd. 6. County solid waste plans.

Each county shall include in its solid waste management plan described in section [115A.46](#), or its solid waste master plan described in section [473.803](#), a recycling implementation strategy for meeting the recycling goal established in subdivision 2a along with mechanisms for providing financial incentives to solid waste generators to reduce the amount of waste generated and to separate recyclable materials from the waste stream.

Subd. 7. Recycling implementation strategy.

Each county shall submit to the commissioner for approval the recycling implementation strategy required in subdivision 6. The recycling implementation strategy must be submitted by October 31, 1995, and must:

- (1) be consistent with the approved county solid waste management plan;
- (2) identify the materials that are being and will be recycled in the county to meet the goals under this section and the parties responsible and methods for recycling the material;
- (3) provide a budget to ensure adequate funding for needed county and local programs and demonstrate an ongoing commitment to spending the money on recycling programs; and
- (4) include a schedule for implementing recycling activities needed to meet the goals in subdivision 2a.

History:

1Sp1989 c 1 art 18 s 12; 1991 c 337 s 19-21; 1992 c 593 art 1 s 14-16,54; 1993 c 249 s 13,14,61; 1994 c 639 art 5 s 3; 1995 c 247 art 1 s 14-17; art 2 s 15; 1996 c 470 s 27; 1999 c 73 s 4; 1Sp2005 c 1 art 2 s 161; 2012 c 272 s 67,68; 2014 c 312 art 13 s 26,27; 1Sp2015 c 4 art 4 s 108; 2016 c 158 art 1 s 26-28

Minn. Stat. §115A.552 OPPORTUNITY TO RECYCLE.**Subdivision 1. County requirement.**

Counties shall ensure that residents, including residents of single and multifamily dwellings, have an opportunity to recycle. At least one recycling center shall be available in each county. Opportunity to recycle means availability of recycling and curbside pickup or collection centers for recyclable materials at sites that are convenient for persons to use. Counties shall also provide for the recycling of problem materials and major appliances. Counties shall assess the operation of existing and proposed recycling centers and shall give due consideration to those centers in ensuring the opportunity to recycle. To the extent practicable, the costs incurred by a county for collection, storage, transportation, and recycling of major appliances must be collected from persons who discard the major appliances.

Subd. 2. Recycling opportunities.

An opportunity to recycle must include:

- (1) a local recycling center in the county and sites for collecting recyclable materials that are located in areas convenient for persons to use them;
- (2) curbside pickup, centralized drop-off, or a local recycling center for at least four broad types of recyclable materials in cities with a population of 5,000 or more persons; and
- (3) monthly pickup of at least four broad types of recyclable materials in cities of the first and second class and cities with 5,000 or more population in the metropolitan area.

Subd. 3. Recycling information, education, and promotion.

(a) Each county shall provide information on how, when, and where materials may be recycled, including a promotional program that publishes notices at least once every three months and encourages source separation of residential, commercial, industrial, and institutional materials.

(b) The commissioner shall develop materials for counties to use in providing information on and promotion of recycling.

(c) The commissioner shall provide technical assistance to counties to help counties implement recycling programs.

§

Subd. 4. Nonresidential recycling.

Each county shall encourage building owners and managers, business owners and managers, and collectors of commercial mixed municipal solid waste to provide appropriate recycling services and opportunities to generators of commercial, industrial, and institutional solid waste in the county.

History: 1Sp1989 c 1 art 18 s 13; 1991 c 337 s 22-24; 1994 c 639 art 5 s 3; 1Sp2005 c 1 art 2 s 161

Minn. Stat. §115A.557 COUNTY WASTE REDUCTION AND RECYCLING FUNDING.

Subdivision 1. Distribution; formula.

Any funds appropriated to the commissioner for the purpose of distribution to counties under this section must be distributed each fiscal year by the commissioner based on population, except a county may not receive less than \$55,000 in a fiscal year. If the amount available for distribution under this section is less or more than the amount available in fiscal year 2001, the minimum county payment under this section is reduced or increased proportionately. For purposes of this subdivision, "population" has the definition given in section [477A.011, subdivision 3](#). A county that participates in a multicounty district that manages solid waste and that has responsibility for recycling programs as authorized in section [115A.552](#), must pass through to the districts funds received by the county in excess of the minimum county payment under this section in proportion to the population of the county served by that district.

Subd. 2. Permissible expenditures.

(a) A county receiving money distributed by the commissioner under this section may use the money only for the development and implementation of programs to:

- (1) reduce the amount of solid waste generated;
- (2) recycle the maximum amount of solid waste technically feasible;
- (3) create and support markets for recycled products;
- (4) remove problem materials from the solid waste stream and develop proper disposal options for them;
- (5) inform and educate all sectors of the public about proper solid waste management procedures;
- (6) provide technical assistance to public and private entities to ensure proper solid waste management;
- (7) provide educational, technical, and financial assistance for litter prevention;
- (8) process mixed municipal solid waste generated in the county at a resource recovery facility located in Minnesota;
- (9) compost source-separated compostable materials, including the provision of receptacles for residential composting;
- (10) prevent food waste or collect and transport food donated to humans or to be fed to animals; and
- (11) process source-separated compostable materials that are to be used to produce class I or class II compost, as defined in Minnesota Rules, part [7035.2836](#), after being processed in an anaerobic digester, but not to construct buildings or acquire equipment.

(b) Beginning in fiscal year 2015 and continuing thereafter, of any money distributed by the commissioner under this section to a metropolitan county, as defined in section [473.121, subdivision 4](#), that exceeds the amount the county was eligible to receive under this section in fiscal year 2014: (1) at least 50 percent must be expended on activities in paragraph (a), clauses (9) to (11); and (2) the remainder must be expended on activities in paragraph (a), clauses (1) to (7) and (9) to (11), that advance the county toward achieving its recycling goal under section [115A.551](#).

Subd. 3. Eligibility.

(a) To be eligible to receive money distributed by the commissioner under this section, a county shall within one year of October 4, 1989:

- (1) create a separate account in its general fund to credit the money; and
- (2) set up accounting procedures to ensure that money in the separate account is spent only for the purposes in subdivision 2.

(b) In each following year, each county shall also:

- (1) have in place an approved solid waste management plan or master plan including a recycling implementation strategy under section [115A.551, subdivision 7](#), and a household hazardous waste management plan under section [115A.96, subdivision 6](#), by the dates specified in those provisions;
- (2) submit a report by April 1 of each year to the commissioner, which may be submitted electronically and must be posted on the agency's website, detailing for the previous calendar year:
 - (i) how the money was spent including, but not limited to, specific recycling and composting activities undertaken to increase the county's proportion of solid waste recycled in order to achieve its recycling goal established in section [115A.551](#); specific information on the number of employees performing SCORE planning, oversight, and administration; the percentage of those employees' total work time allocated to SCORE planning, oversight, and administration; the specific duties and responsibilities of those employees; and the amount of staff salary for these SCORE duties and responsibilities of the employees; and
 - (ii) the resulting gains achieved in solid waste management practices; and
- (3) provide evidence to the commissioner that local revenue equal to 25 percent of the money sought for distribution under this section will be spent for the purposes in subdivision 2.

(c) The commissioner shall withhold all or part of the funds to be distributed to a county under this section if the county fails to comply with this subdivision and subdivision 2.

Subd. 4. Report.

The commissioner shall report on how the money was spent and the resulting statewide improvements in solid waste management to the senate and house of representatives committees having jurisdiction over ways and means, finance, environment and natural resources, and environment and natural resources finance. The report shall be included in the report required under section [115A.411](#).

History:

[1Sp1989 c 1 art 19 s 1](#); [1991 c 337 s 26](#); [1992 c 593 art 1 s 17,54](#); [1994 c 585 s 13](#); [1994 c 639 art 5 s 3](#); [1995 c 247 art 1 s 19,20](#); [1996 c 470 s 27](#); [2000 c 490 art 10 s 1](#); [1Sp2001 c 2 s 125](#); [2002 c 374 art 6 s 2](#); [2004 c 284 art 2 s 11](#); [1Sp2005 c 1 art 2 s 161](#); [2009 c 37 art 1 s 42](#); [2012 c 272 s 69](#); [2014 c 312 art 13 s 28,29](#); [1Sp2015 c 4 art 4 s 109](#)

Chapter 473 METROPOLITAN GOVERNMENT

Minn. Stat. §473.8441 LOCAL RECYCLING DEVELOPMENT PROGRAM.

Subdivision 1. Definitions.

"Number of households" has the meaning given in Minnesota Statutes 1992, section [477A.011, subdivision 3a](#).

Subd. 2. Program.

The commissioner shall encourage the development of permanent local recycling programs throughout the metropolitan area. The commissioner shall make grants to qualifying metropolitan counties as provided in this section.

Subd. 3. Grants; eligible costs.

Grants may be used to pay for planning, developing, and operating yard waste composting and recycling programs.

Subd. 4. Grant conditions.

The commissioner shall administer grants so that the following conditions are met:

- (a) A county must apply for a grant in the manner determined by the commissioner. The application must describe the activities for which the grant will be used.
- (b) The activities funded must be consistent with the metropolitan policy plan and the county master plan.
- (c) A grant must be matched by equal local expenditures for the activities for which the grant is made. A local expenditure may include, but is not limited to, an expenditure by a local unit of government, tribal government, or private sector or nonprofit organization.
- (d) All grant funds must be used for new activities or to enhance or increase the effectiveness of existing activities in the county. Grant funds shall not be used for research or development of a product that would be patented, copyrighted, or a subject of trade secrets.
- (e) Counties shall provide support to maintain effective municipal recycling where it is already established.

Subd. 5. Grant allocation procedure.

- (a) The commissioner shall distribute the funds annually so that each qualifying county receives an equal share of 50 percent of the allocation to the program described in this section, plus a proportionate share of the remaining funds available for the program. A county's proportionate share is an amount that has the same proportion to the total remaining funds as the number of households in the county has to the total number of households in all metropolitan counties.
- (b) To qualify for distribution of funds, a county, by April 1 of each year, must submit to the commissioner for approval a report on expenditures and activities under the program during the preceding fiscal year and any proposed changes in its recycling implementation strategy or performance funding system. The report shall be included in the county report required by section [473.803, subdivision 3](#).

History: [1987 c 348 s 46](#); [1989 c 325 s 63](#); [1993 c 249 s 41](#); [1995 c 247 art 2 s 47-49](#); [1Sp2005 c 1 art 2 s 161](#); [2016 c 158 art 1 s 194](#); [2018 c 134 s 1](#)

Minn. Stat. § 473.848 RESTRICTION ON DISPOSAL.**Subdivision 1. Restriction.**

(a) For the purposes of implementing the waste management policies in section [115A.02](#) and metropolitan area goals related to landfill abatement established under this chapter, a person may not dispose of unprocessed mixed municipal solid waste generated in the metropolitan area at a waste disposal facility unless the waste disposal facility meets the standards in section [473.849](#) and:

- (1) the waste has been certified as unprocessable by a county under subdivision 2; or
- (2)(i) the waste has been transferred to the disposal facility from a resource recovery facility;
- (ii) no other resource recovery facility serving the metropolitan area is capable of processing the waste; and
- (iii) the waste has been certified as unprocessable by the operator of the resource recovery facility under subdivision 3.

(b) For purposes of this section, mixed municipal solid waste does not include street sweepings, construction debris, mining waste, foundry sand, and other materials, if they are not capable of being processed by resource recovery as determined by the council.

Subd. 2. County certification; office approval.

(a) By April 1 of each year, each county shall submit an annual certification report to the office detailing:

- (1) the quantity of waste generated in the county that was not processed prior to transfer to a disposal facility during the year preceding the report;
- (2) the reasons the waste was not processed;
- (3) a strategy for development of techniques to ensure processing of waste including a specific timeline for implementation of those techniques; and
- (4) any progress made by the county in reducing the amount of unprocessed waste.

The report shall be included in the county report required by section [473.803, subdivision 3](#).

(b) The Pollution Control Agency shall approve a county's certification report if it determines that the county is reducing and will continue to reduce the amount of unprocessed waste, based on the report and the county's progress in development and implementation of techniques to reduce the amount of unprocessed waste transferred to disposal facilities. If the Pollution Control Agency does not approve a county's report, it shall negotiate with the county to develop and implement specific techniques to reduce unprocessed waste. If the Pollution Control Agency does not approve two or more consecutive reports from any one county, the Pollution Control Agency shall develop specific reduction techniques that are designed for the particular needs of the county. The county shall implement those techniques by specific dates to be determined by the Pollution Control Agency.

Subd. 3. Facility certification.

The operator of each resource recovery facility that receives waste from counties in the metropolitan area shall certify as unprocessable each load of mixed municipal solid waste it does not process. Certification must be made to each county that sends its waste to the facility at intervals specified by the county. Certification must include at least the number and size of loads certified as unprocessable and the reasons the waste is unprocessable. Loads certified as unprocessable must include the loads that would otherwise have been processed but were not processed because the facility was not in operation,

but nothing in this section relieves the operator of its contractual obligations to process mixed municipal solid waste.

Subd. 4. Pollution Control Agency report.

The Pollution Control Agency shall include, as part of its report to the Environment and Natural Resources Committees of the senate and house of representatives, the Finance Division of the senate Committee on Environment and Natural Resources, and the house of representatives Committee on Environment and Natural Resources Finance required under section [473.149](#), an accounting of the quantity of unprocessed waste transferred to disposal facilities, the reasons the waste was not processed, a strategy for reducing the amount of unprocessed waste, and progress made by counties to reduce the amount of unprocessed waste. The Pollution Control Agency may adopt standards for determining when waste is unprocessable and procedures for expediting certification and reporting of unprocessed waste.

Subd. 5. Definition.

For the purpose of this section, waste is "unprocessed" if it has not, after collection and before disposal, undergone separation of materials for resource recovery through recycling, incineration for energy production, production and use of refuse-derived fuel, composting, or any combination of these processes so that the weight of the waste remaining that must be disposed of in a mixed municipal solid waste disposal facility is not more than 35 percent of the weight before processing, on an annual average.

History:

[1985 c 274 s 35](#); [1989 c 325 s 66](#); [1991 c 337 s 81,82](#); [1993 c 249 s 43,44](#); [1994 c 585 s 49,50](#); [1995 c 247 art 2 s 51,52](#); [1996 c 470 s 27](#); [1Sp2005 c 1 art 2 s 161](#)

CHAPTER 16C. STATE PROCUREMENT

Minn. Stat. § 16C.05 CONTRACT MANAGEMENT; VALIDITY AND REVIEW.

Subdivision 1. Agency cooperation and delegation.

Agencies shall fully cooperate with the commissioner in the creation, management, and oversight of state contracts. Authority delegated to agencies shall be exercised in the name of the commissioner and under the commissioner's direct supervision and control. A delegation of duties may include, but is not limited to, allowing individuals within agencies to acquire goods, services, construction, and utilities within dollar limitations and for designated types of acquisitions. Delegation of contract management and review functions must be filed with the secretary of state. The commissioner may withdraw any delegation at the commissioner's sole discretion. The commissioner may require an agency head or subordinate to accept delegated responsibility to procure goods, services, or construction intended for the exclusive use of the agency receiving the delegation.

Subd. 2. Creation and validity of contracts.

(a) A contract and amendments are not valid and the state is not bound by them and no agency, without the prior written approval of the commissioner granted pursuant to subdivision 2a, may authorize work to begin on them unless:

(1) they have first been executed by the head of the agency or a delegate who is a party to the contract;

(2) they have been approved by the commissioner; and

(3) the accounting system shows an encumbrance for the amount of the contract liability, except as allowed by policy approved by the commissioner and commissioner of management and budget for routine, low-dollar procurements and section 16B.98, subdivision 11.

(b) Grants, interagency agreements, purchase orders, work orders, and annual plans need not, in the discretion of the commissioner and attorney general, require the signature of the commissioner and/or the attorney general. A signature is not required for work orders and amendments to work orders related to Department of Transportation contracts. Bond purchase agreements by the Minnesota Public Facilities Authority do not require the approval of the commissioner.

(c) Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under section [16C.03, subdivision 16](#), must determine that an amendment would serve the interest of the state better than a new contract and would cost no more.

(d) A record must be kept of all responses to solicitations, including names of bidders and amounts of bids or proposals. A fully executed copy of every contract, amendments to the contract, and performance evaluations relating to the contract must be kept on file at the contracting agency for a time equal to that specified for contract vendors and other parties in subdivision 5. These records are open to public inspection, subject to section [13.591](#) and other applicable law.

(e) The attorney general must periodically review and evaluate a sample of state agency contracts to ensure compliance with laws.

(f) Before executing a contract or license agreement involving intellectual property developed or acquired by the state, a state agency shall seek review and comment from the attorney general on the terms and conditions of the contract or agreement.

Subd. 2a. Emergency authorization.

The commissioner may grant an agency approval to authorize work to begin on a contract prior to the full execution of the contract in the event of an emergency as defined in section [16C.10, subdivision 2](#).

Subd. 3.

[Repealed by amendment, [2014 c 196 art 2 s 4](#)]

Subd. 4. Contract administration.

A contracting agency shall diligently administer and monitor any contract it has entered into. The commissioner may require an agency to report to the commissioner at any time on the status of any contracts to which the agency is a party.

Subd. 5. Subject to audit.

A contract or any pass-through disbursement of public funds to a vendor of goods or services or a grantee made by or under the supervision of the commissioner or any county or unit of local government must include, expressed or implied, an audit clause that provides that the books, records, documents, and accounting procedures and practices of the vendor or other party, that are relevant to the contract or transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. If the contracting agency is a local unit of government, and the governing body of the local unit of government requests that the state auditor examine the books, records, documents, and accounting procedures and practices of the vendor or other party pursuant to this subdivision, the contracting agency shall be liable for the cost of the examination. If the contracting agency is a local unit of government, and the grantee, vendor, or other party requests that the state auditor examine all books, records, documents, and accounting procedures and practices related to the contract, the grantee, vendor, or other party that requested the examination shall be liable for the cost of the examination. An agency contract made for purchase, lease, or license of software and data from the state is not required to contain this audit clause.

Subd. 6. Authority of attorney general.

The attorney general may pursue remedies available by law to avoid the obligation of an agency to pay under a contract or to recover payments made if services performed or goods received under the contract are so unsatisfactory, incomplete, or inconsistent that payment would involve unjust enrichment. The contrary opinion of the contracting agency does not affect the power of the attorney general under this subdivision.

Subd. 7. Contracts with Indian tribes and bands.

Notwithstanding any other law, an agency may not require an Indian tribe or band to deny its sovereignty as a requirement or condition of a contract with an agency.

History:

[1994 c 632 art 3 s 33](#); [1998 c 386 art 1 s 6](#); [1999 c 86 art 1 s 11](#); [1999 c 230 s 1](#); [2000 c 488 art 2 s 1](#); [1Sp2001 c 8 art 2 s 10](#); [1Sp2001 c 10 art 2 s 37](#); [2003 c 130 s 12](#); [1Sp2003 c 1 art 2 s 48,49](#); [2004 c 206 s 7](#); [2007 c 148 art 2 s 35,36](#); [2009 c 101 art 2 s 109](#); [2014 c 187 s 3](#); [2014 c 196 art 1 s 5](#); [art 2 s 4](#)

2024 Anoka County Municipal Waste Abatement Grant Funding Award Letter

Contract number: C0010122

The Municipality of St Francis is eligible for a total of \$40,573.00 for their Municipal program abatement efforts in 2024, plus if awarded upon request up to an additional \$20,000.00.

The total funding for the 2024 Residential Recycling Program is based on the budgeted amounts stated in the Municipal Waste Abatement Grant Funding Application.

The Grant Funding Award for St Francis is as follows:

	Amount Eligible	Amount Requested	Amount Awarded
Base Funding Allocation	\$ 24,695.00	\$ 19,362.00	\$ 19,362.00

	Amount Eligible	Amount Requested	Amount Awarded
Drop-off Grant	\$ 10,000.00	\$ 6,923.00	\$ 6,923.00
General Enhancement Grant	\$ 2,939.00	\$ 3,400.00	\$ 3,400.00
Organics Grant	\$ 2,939.00	\$ 2,939.00	\$ 2,939.00
Labor & Staffing	\$ -	\$ 7,949.00	\$ 7,949.00

Total (Base + Enhancement Funding + Labor & Staffing)	\$ 40,573.00	\$ 40,573.00	\$ 40,573.00
--	---------------------	---------------------	---------------------

Supplemental Funding	\$ -	\$ -	\$ -
-----------------------------	-------------	-------------	-------------

Total Funding Award (Base + Enhancement + Labor & Staffing and Supplemental)	\$ 40,573.00		
---	---------------------	--	--

To the extent that the Municipality requested funds in excess of the total eligible amount, the excess amount in any category is denied.

The annual tonnage goal for St Francis is: 881 tons

Reviewed by: Jill Curran

Dated: 09/08/23

Approved by: Alison Peterson

Dated: 09/08/2023



Anoka County Municipal Waste Abatement Grant Funding Application

Cycle: *Annual* | Year: *2023* | Status: *Verified*

Member Name: *City of St. Francis*

2024 Applications are due June 2, 2023.

City of St. Francis is requesting the following funding for their 2024 Anoka County municipal waste abatement program efforts.

General Instructions

This application is provided to each municipality in Anoka County for funds to support and increase recycling activities and programs within the municipality.

The funds allocated in this application are based on the number of households in the municipality. The number of households is determined using the most current Met Council household data available. For calendar year 2024, 2021 Met Council data has been used to determine the number of households for this application.

There are three sections in this funding application:

- Base Funding
- Enhancement Funding
- Supplemental Funding

The Enhancement Funding section of the application also has three parts:

- Drop-off
- General Enhancement
- Organics Program Funding

Please complete each section of the grant application. A number value must be entered in each field before submitting the application. If no funds are being requested for any given field, enter a zero. **If a completed funding application isn't submitted by June 2, 2023, the municipality will not be eligible for funding.**

In a separate Re-TRAC form, reimbursement requests will be submitted twice a year.

USER TIPS

To contact support from within this form: Click "Support" at the top of the screen or "Program Support Request" in the green bar at the top of the form.

To print this form: Click the "Export" button found on upper top right corner of the form. You must save the form before you can export it.

To see eligible expenses within each section: Click "view eligible expense" in each section.

Click [here](#) to download the full Eligible Expenses document.

To save this form while working on it: Click "Save" at the bottom of the form and select "Save as Draft".

To submit this form: Click “Save” at the bottom of the form and if there are no errors, click the “Mark as Complete” button. Note that once you mark the form as complete, you cannot make changes to it.

Agenda Item # 4I.

Eligible Expenses

The following items are examples of eligible expenses allowed for reimbursement.

Collection Expenses: If residents are charged recycling fees for curbside or recycling events, waste abatement funds will reimburse the difference between the fees collected and the cost of recycling or composting the materials.

Equipment: The cost to purchase, maintain and repair equipment that is used exclusively to operate the recycling or composting program.

Containers: The cost for recycling or organics containers.

Promotion: The entire cost of a publication if totally dedicated to waste reduction, recycling or composting information or a percentage of the cost for the portion of a municipal publication dedicated to waste management information.

Staffing: Labor and staffing directly related to recycling program administration and implementation may be funded up to 75% of total funding allocation. See Labor & Staffing section below for more information.

Ineligible Expenses

The following general operating expenses should NOT be submitted for reimbursement.

Standard Operational Expenses/Building Overhead: Since most of the municipal recycling coordinators are part-time positions and staff serve multiple roles at the municipality, standard operating expenses including office space rental, leasing office equipment and general office supplies, are not eligible for reimbursement.

Project Expenses: Specific to transportation, energy or ground water protection.

Collection Costs: The costs for general waste and recycling collection at municipal buildings, trash costs when advertised as being accepted at a recycling/cleanup day, and costs associated with road side cleanup of illegally dumped materials should not be included in this application.

General Municipal Staff: Staff time related to standard municipal operations (city administrator, office administration, facilities management, finance and legal staff) are not eligible for reimbursement. If municipal staff do not assist the recycling coordinator directly on activities to help the municipality achieve its recycling goal, e.g. communications and collecting, processing or marketing recyclable materials and organics, their time will not be reimbursed.

Click here to view previous years application:

Click [here](#) to download the full Eligible Expenses document.

2024 Total Funding Allocation

Your Community has access to the following funds for 2024:

\$ 40,573.00

Agenda Item # 41.

(An additional \$20,000 in discretionary funds may be available through the Supplemental Funding section.)

2024 BASE Funding Allocation

All municipalities are eligible for base waste abatement grant funding. When completing this application, base funding requests should fall under one of the following categories:

- regular curbside collection,
- general operations of a drop-off center,
- costs for spring and fall recycling days,
- basic promotion,
- yard waste collection and
- percentage of time the recycling coordinator spends on waste abatement activities.

Base Funding is \$10,000.00 base, plus \$5.00/household (household counts are based on 2021 Met Council estimates)

Municipality Name:

City of St. Francis

MANAGE ONLY

of households

2,939

Base Funding

\$ 10,000.00

Base Funding Additional (based on \$5/household)

\$ 14,695.00

Total Base Funding Allocation

\$ 24,695.00

Curbside Collection

Complete ALL required fields below, if value is zero, enter "0.00".

Click [here](#) to download the Curbside Collection Eligible Expenses document.

Collection Service Provider Expenses *

\$ 1,000.00

Contamination Fees *

\$ 0.00

Additional Expenses *

\$ 0.00

Curbside Collection Expense Subtotal

\$

1,000.00

Estimated Revenue *

\$ 0.00

Curbside Collection Expenses

\$

1,000.00

Negative values here will not carry forward to other sections.

Agenda Item # 4I.

General Operations of a Drop-Off Center/Spring or Fall Recycling Day(s)

Click [here](#) to download the General Operations of a Drop-off Center/Spring or Fall Recycling Days Eligible Expenses document.

Complete ALL required fields below, if value is zero, enter "0.00".

DO NOT include any expenses for tires, oil, antifreeze & oil filters. These expenses should be listed in the Problem Materials section.

Collection Service Provider Expenses *

\$

4,400.00

Equipment *

\$

0.00

Facility Expenses *

\$

0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

General Operations of a Drop-off Expense Subtotal

\$

4,400.00

Estimated Revenue *

\$

400.00

General Operations of a Drop-off Expenses

\$

4,000.00

Negative values here will not carry forward to other sections.

Promotion -- Base Funding

Click [here](#) to download the Promotion Eligible Expenses document.

Complete ALL required fields below, if value is zero, enter "0.00".

Printing *

\$

4,000.00

Postage *

\$

3,000.00

Advertising *

\$

1,500.00

Volunteer Incentives *

\$

500.00

Educational Entertainment *

\$

0.00

Promotion -- Base Funding Expenses\$

9,000.00

Yard Waste/Tree Waste

Click [here](#) to download the Yard/Tree Waste Eligible Expenses document.

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *

\$3,777.00

Equipment *

\$0.00

Yard Waste/Tree Waste Expenses Subtotal\$

3,777.00

Estimated Revenue *

\$0.00

Yard Waste/Tree Waste Expenses\$

3,777.00

Negative values here will not carry forward to other sections.

Problem Materials
(Tires, Oil, Antifreeze, and Oil Filters)

Click [here](#) to download the Problem Materials Eligible Expenses document.

Complete ALL required fields below, if value is zero, enter "0.00".

Service Provider Expenses *

\$200.00

Estimated Revenue *

\$0.00

Problem Material Expenses\$

200.00

Negative values here will not carry forward to other sections.

Program Administration -- Base Funding

Click [here](#) to download the Program Administration Eligible Expenses document.

Complete ALL required fields below, if value is zero, enter "0.00".

Office supplies *

\$785.00

Training *

\$300.00

Mileage *

\$0.00

Membership Dues, Periodicals *	\$ 300.00
Professional Services *	\$ 0.00

Agenda Item # 4I.

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Program Administration- Base Funding Expenses	\$
1,385.00	

Total BASE Funding Requested	\$ 19,362.00
Funding Remaining	\$ 21,211.00

2024 ENHANCEMENT Funding Allocation

The purpose of the Anoka County Municipal Waste Abatement grant funding program is to increase recycling and organics diversion and help the County achieve the State mandated goal of 75% recycling/composting by 2030. The County recognizes that this funding is needed to support established infrastructure costs that exceed the Base and each communities funding. To be eligible for grant funds, municipalities must apply for these funds. Applicants must itemize expenditures within each of the three grant sections, Drop-off, General Enhancement and Organics Program, below and calculate the total grant request for each category.

Drop-off Grant

This grant is allocated to cover additional drop-off center costs or events beyond the regularly scheduled spring and fall recycling days.

The grant for this section is \$10,000.00 for municipalities with up to 4,999 households and \$15,000.00 for municipalities with household counts 5,000 and over.

Below are examples of materials that can be collected for reuse or recycling. Only list organics expenses in the organics section.

Additional Reusable or Recyclable Materials Collected at Permanent Drop-off Centers or Special Events:
Appliances, Electronics, Mattresses*, Confidential Document Destruction, Fluorescent Bulbs, Household Batteries, Fire Extinguishers, Propane Tanks, Bicycles**, and Clothing**.

Additional Items:
Block and Shape Polystyrene, Cell Phones, Film Plastic/Bags, Furniture* **, Household Goods**, String Lights/Extension Cords, Printer Cartridges

* None of these materials should be advertised as being collected on a Recycling Day and then disposed of as trash
** Items that should be evaluated for reuse prior to recycling

MANAGE ONLY	
Drop-off Grant Amount Available	\$
10,000.00	

Click [here](#) to download the Drop-off Eligible Expenses document.

Permanent Drop-off Center Enhancements

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *	\$	0.00
New Equipment & Supplies *	\$	0.00
New Construction *	\$	0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Permanent Drop-off Center Enhancement Expenses Subtotal	\$	0.00
Estimated Revenue *	\$	0.00
Permanent Drop-off Center Enhancement Expenses	\$	0.00

Negative values here will not carry forward to other sections.

Monthly or Quarterly Drop-off Events

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *	\$	7,523.00
New Equipment & Supplies *	\$	0.00
User Coupon Incentives *	\$	0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Monthly or Quarterly Drop-off Events Expense Subtotal	\$	7,523.00
Estimated Revenue *	\$	600.00
Monthly or Quarterly Drop-off Event Expenses	\$	6,923.00

Negative values here will not carry forward to other sections.

Total Drop-off Grant Requested	\$	6,923.00
--------------------------------	----	----------

General Enhancement Grant

The grant amount available for this section is calculated using \$1.00/household.

General Enhancement Grant Amount Available \$

2,939.00

Click [here](#) to download the General Enhancement Eligible Expenses document.

Park Recycling

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *

\$

1,200.00

Recycling Containers *

\$

0.00

Recycling Bags *

\$

0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Park Recycling Expenses

\$

1,200.00

Special Municipal Programs or Events - Please list any organics expenses in the organics section.

Complete ALL required fields below, if value is zero, enter "0.00".

Service Provider Expenses *

\$

0.00

Supplies & Containers *

\$

0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Special Municipal Program or Event Expenses Subtotal

\$

0.00

Estimated Revenue *

\$

0.00

Special Municipal Program or Event Expenses

\$

0.00

Negative values here will not carry forward to other sections.

Special Curbside Recycling Collection

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *

\$

0.00

Subsidy to Resident *

\$

0.00

Special Curbside Recycling Collection Expenses Subtotal\$0.00

Estimated Revenue *\$0.00

Special Curbside Recycling Collection Expenses\$0.00

Negative values here will not carry forward to other sections.

Multi-Family Recycling Outreach

Complete ALL required fields below, if value is zero, enter "0.00".

Supplies & Containers *\$0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Multi-Family Recycling Outreach Expenses\$0.00

Promotion -- Enhancement Funding

Complete ALL required fields below, if value is zero, enter "0.00".

Printing *\$800.00

Postage *\$800.00

Advertising *\$600.00

Volunteer Incentives *\$0.00

Educational Entertainment *\$0.00

Promotion -- Enhancement Funding Expenses\$2,200.00

Total General Enhancement Grant Requested\$3,400.00

Organics Program Grant

The grant amount for this section is \$0.50/household if additional curbside or drop-off grant programs are not offered to residents or \$1.00/household if curbside or drop-off organics programs are offered to residents.

Does your municipality offer curbside or drop-off organics programs to your residents? *

- ☒ Yes
- ☐ No

Amount Available

\$ 2,939.00

Click [here](#) to download the Oranics Eligible Expenses document.

Organics Program Expenses

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *

\$ 1,800.00

Organics Equipment *

\$ 0.00

Organics Only - Promotion *

\$ 1,139.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Organics Program Expenses Subtotal

\$ 2,939.00

Estimated Revenue *

0.00

Organics Program Expenses

\$ 2,939.00

Negative values here will not carry forward to other sections.

Total ENHANCEMENT Funding Requested

\$ 13,262.00

Labor & Staffing (All Programs)

Salary and labor expenses must be directly related to recycling program operations and administration. These expenses may be funded up to 75% of funding allocation (not including supplemental funding). The final % and expense amount for salary and labor will be determined after Anoka County approves the submitted staffing and labor metric.

Upload 2024 Staffing Metric and Drop-off Calculator *

24 staffing metric.xlsx

Upload a scanned pdf of recent promotion for your current curbside or drop-off opportunities. It can be from a brochure, newsletter or from your website, for how your special curbside collection program works, and/or what is accepted at your city or town offices (during business hours), spring recycling event, permanent drop-off centers or other drop-off events. *

23 Recycle Newsletter.pdf

Click [here](#) to download the Curbside Collection Eligible Expenses document.

Admin only: The approved Labor and Staffing % from your 2023 Staffing Metric has been inserted to provide an e of typical Labor and Staffing costs for your community. In general, this percentage has not changed much over the last two years. If your 2024 Staffing Metric % increases due to program changes, this will be taken into consideration to raise the %.

49 %

 MANAGE ONLY

Labor & Staffing Maximum Funds Available \$

19,880.770

General Program Administration * \$ 3,349.00

Program Implementation * \$ 4,600.00

Total Labor & Staffing Expenses Requested: \$ 7,949.00

Supplemental Funding Request

Supplemental grant funding is currently available to help support municipal waste abatement programs and/or new program development. Supplemental funding, however, should not be depended on for long-term program sustainability. Before requesting supplemental additional grant program dollars, it is critical that your municipality is willing to support and sustain the services before implementation.

Please be aware that there is a limited amount of supplemental funding available for this section. If the County receives more funding requests than funds, the funds may be reduced or denied for a municipalities supplemental funding request. Grants will be evaluated based on which projects best help the County meet the State mandated goal of 75% by 2030.

The maximum supplemental grant available may be up to \$20,000.00 per municipality.

Supplemental Funding – may include:

- Collection service provider expenses for additional materials
- Additional expenses from construction and paving projects
- Large equipment purchases
- New program expenses

Do you need additional funds to grow existing waste abatement programs? *

☐ Yes ☒ No

Summary of Funding Requested

Base Funding Requested \$ 19,362.00

Enhancement Funding Requested

Drop-off Grant Requested	\$	6,923.00
General Enhancement Grant Requested	\$	3,400.00
Organics Program Grant Requested	\$	2,939.00

Total Enhancement Funding Requested \$

13,262.00

Labor & Staffing Funding Requested \$ 7,949.00

Supplemental Funding Requested \$

Total Funding Requested \$

40,573.00

Date: * 05/31/2023

Name: * Thomas Koep

Title: * Recycling Coordinator

Total Funding Granted

MANAGE ONLY

Base Funding Granted 19,362.00

MANAGE ONLY

Drop-off Funding Granted 6,923.00

MANAGE ONLY

General Enhancement Funding Granted 3,400.00

MANAGE ONLY

Organics Program Funding Granted 2,939.00

MANAGE ONLY

Agenda Item # 41.

Labor & Staffing Funding Granted

7,949.00

 **MANAGE ONLY**

Supplemental Funding Granted

Total Funding Granted

\$ 40,573.00

 **MANAGE ONLY**

Office Use Only

Received By:

Sue Doll

Date:

05/31/2023

Manager Notes for Reporters:

Created: Apr 28, 2023 at 03:47 PM CDT
| Robin WodziakRobin.Wodziak@co.anoka.mn.us
Last Updated: Jun 29, 2023 at 08:13 PM CDT
| Sue DollSue.Doll@co.anoka.mn.us

Contract# C0010

Agenda Item # 41.

**ANOKA COUNTY HUMAN SERVICES
CONTRACTOR INFORMATION SHEET**

Please review the following information for accuracy and completeness, indicate any changes, sign and return to:

Angie Rodine
Anoka County Human Services
2100 3rd Ave, Suite 500
Anoka, MN 55303

LEGAL NAME FOR CONTRACTOR: St. Francis, City of

(Legal name and name on Certificate of Insurance must be exactly the same in order for County Signatures to be obtained on the Contract.)

Doing Business As: St. Francis, City of

Business/Corporate Address: 23340 Cree Street NW

St. Francis, MN 55070

National Provider Identification (NPI) #: Health Partners 34872

Federal Tax Identification #: 41-0901105

NOTICE: Federal Business Tax ID/Social Security Number is needed for tax purposes as mandated by Section 1211 of the Tax Reform Act of 1976 and Minn. Stat 270.66. This information will be shared with the Minnesota Department of Revenue, the Minnesota Department of Human Services, the Internal Revenue Service, and the U.S. Department of Health, Education and Welfare for the purposes of administering the income tax, child support obligation and social security tax programs.

Individual who Contractor is designating to receive notice under the contract and to act as the responsible authority for data requests under the Minnesota government data practices act (Minn. Stat. Chap. 13):

Name:	Phone:	Fax:	Email:
<u>Jeremy Shook</u>	<u>763-233-5200</u>	<u>763-233-5205</u>	<u>jshook@stfrancismn.org</u>

Signature (Required):  **Date:** 9/19/2023

Insurance Agency: _____ **Name of Agent:** _____

Telephone Number of Insurance Agent: _____

Person Completing this Form:

Name: Tom Koep Title: Recycling Coordinator

Phone: 7632335200 Fax: 7632335205 Email: tkoop@stfrancismn.org



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Darcy Mulvihill, Finance Director
Natalie Santillo, Accounting Tech/Deputy Clerk
SUBJECT: Payment of Claims
DATE: October 2, 2023

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$238,112.21 plus any additional bills that are handed out at council meeting.

Other Payments to be approved:

Debt service payments –N/A

Direct Transfers from Previous Month-N/A

Credit Card Payment- N/A

Manual Checks-\$17,849.20

ACTION TO BE CONSIDERED:

Approved under consent agenda to allow the Finance Director to draft checks or ACH withdrawals for the attached bill list. Please note additional bills may be handed out at the council meeting.

BUDGET IMPLICATION:

City bills

Attachments:

- 10-02-2023 Packet List-\$238,112.21
- 10-02-2023 Manual Checks-\$17,849.20

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 10/03/2023 - 10/03/2023

POSTED AND UNPOSTED

OPEN - CHECK TYPE: PAPER CHECK

Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
.09052023 00032933	ALLINA HEALTH PHARMACY PRESCRIPTIONS 101-42210-40217	01/26/2023 DMULVIHILL OTHER OPERATING SUPPLIES		1,130.64 1,130.64	1,130.64	Open	N 10/01/2023
2023197 00032952	ANOKA CONSERVATION DISTRICT RUM RIVER STABILIZATION 603-49490-40311	09/07/2023 DMULVIHILL STORM WATER MANAGEMENT		24,969.69 24,969.69	24,969.69	Open	N 10/01/2023
B230918P 00033135	ANOKA COUNTY TREASURY DEPT. BROADBAND 601-49440-40321 101-45200-40321 101-43100-40321 101-42210-40321 602-49490-40321	09/18/2023 NSANTILLO BROADBAND BROADBAND BROADBAND BROADBAND BROADBAND		225.00 45.00 45.00 45.00 45.00 45.00	225.00	Open	N 10/02/2023
3630140 00033095	ARTISAN BEER COMPANY BEER 609-49751-40252	09/21/2023 CBUSKEY BEER		646.00 646.00	646.00	Open	N 10/01/2023
320064 00033130	ASPEN MILLS UNIFORMS-YOUNG 101-42210-40437	09/22/2023 DMULVIHILL UNIFORMS		176.55 176.55	176.55	Open	N 10/02/2023
268716 00033136	BARNA, GUZY & STEFFEN, LTD BRIDGE STREET PURCHASE 101-41600-40304	08/31/2023 NSANTILLO BRIDGE STREET PURCHASE		623.10 623.10	623.10	Open	N 10/02/2023
268674 00033137	BARNA, GUZY & STEFFEN, LTD TRANSFER OF TITLE 101-41600-40304	08/31/2023 NSANTILLO TRANSFER OF TITLE		1,188.00 1,188.00	1,188.00	Open	N 10/02/2023
268532 00033138	BARNA, GUZY & STEFFEN, LTD MISCELLANEOUS/NON RETAINER 101-41600-40304	08/31/2023 NSANTILLO MISCELLANEOUS/NON RETAINER		5,365.00 5,365.00	5,365.00	Open	N 10/02/2023

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 10/03/2023 - 10/03/2023

POSTED AND UNPOSTED

OPEN - CHECK TYPE: PAPER CHECK

Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
268531 00033139	BARNA, GUZY & STEFFEN, LTD COMMUNITY DEVELOPMENT 101-41600-40304	08/31/2023 NSANTILLO COMMUNITY DEVELOPMENT		3,349.50 3,349.50	3,349.50	Open	N 10/02/2023
268534 00033140	BARNA, GUZY & STEFFEN, LTD MUNICIPAL 101-41600-40304	08/31/2023 NSANTILLO MUNICIPAL		1,957.00 1,957.00	1,957.00	Open	N 10/02/2023
268215 00033141	BARNA, GUZY & STEFFEN, LTD GENERAL LABOR 101-41600-40304	08/31/2023 NSANTILLO GENERAL LABOR		2,408.00 2,408.00	2,408.00	Open	N 10/02/2023
268079 00033142	BARNA, GUZY & STEFFEN, LTD PROSECUTION/RETAINER FILE 101-41600-40304	08/31/2023 NSANTILLO PROSECUTION/RETAINER FILE		5,150.00 5,150.00	5,150.00	Open	N 10/02/2023
0200891800 00032964	BELLBOY CORPORATION BAR SUPPLY LIQUOR 609-49751-40206 609-49751-40251	09/19/2023 CBUSKEY FREIGHT LIQUOR		3,024.97 36.58 2,988.39	3,024.97	Open	N 09/19/2023
0107387300 00032965	BELLBOY CORPORATION BAR SUPPLY MISC 609-49751-40206 609-49751-40254	09/19/2023 CBUSKEY FREIGHT MISCELLANEOUS		236.08 7.08 229.00	236.08	Open	N 09/19/2023
411432808 00032963	BREAKTHRU BEVERAGE WINE 609-49751-40206 609-49751-40253	09/19/2023 CBUSKEY FREIGHT WINE		(16.79) (0.12) (16.67)	(16.79)	Open	N 09/19/2023
411432092 00032966	BREAKTHRU BEVERAGE LIQUOR 609-49751-40206 609-49751-40251	09/19/2023 CBUSKEY FREIGHT LIQUOR		(208.90) (2.90) (206.00)	(208.90)	Open	N 09/19/2023

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 10/03/2023 - 10/03/2023

POSTED AND UNPOSTED

OPEN - CHECK TYPE: PAPER CHECK

Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
411422806 00032969	BREAKTHRU BEVERAGE LIQUOR/WINE 609-49751-40206 609-49751-40251 609-49751-40253	09/15/2023 CBUSKEY FREIGHT LIQUOR WINE		(770.05) (13.05) (669.00) (88.00)	(770.05)	Open	N 09/15/2023
112131258 00032972	BREAKTHRU BEVERAGE LIQUOR/WINE 609-49751-40206 609-49751-40251 609-49751-40253 609-49751-40254	09/14/2023 CBUSKEY FREIGHT LIQUOR WINE MISCELLANEOUS MERCHANDISE		1,936.93 33.59 971.24 880.00 52.10	1,936.93	Open	N 09/14/2023
112232723 00033101	BREAKTHRU BEVERAGE LIQUOR/WINE/MISC 609-49751-40206 609-49751-40253 609-49751-40254 609-49751-40251	09/21/2023 CBUSKEY FREIGHT WINE MISCELLANEOUS MERCHANDISE LIQUOR		3,006.25 55.81 112.00 100.00 2,738.44	3,006.25	Open	N 10/01/2023
C004749 00032958	BROTHERS FIRE & SECURITY ANNUAL MONITORING 101-45200-40401 101-43100-40401 602-49490-40401 601-49440-40401 101-42110-40401	10/01/2023 JSHOOK BUILDINGS MAINTENANCE BUILDINGS MAINTENANCE BUILDINGS MAINTENANCE BUILDINGS MAINTENANCE BUILDINGS MAINTENANCE		450.00 90.00 90.00 90.00 90.00 90.00	450.00	Open	N 10/01/2023
149618 00032946	BS&A SOFTWARE SAAS FEE FOR SOFTWARE 102-41400-40560	09/11/2023 DMULVIHILL SAAS FEE FOR SOFTWARE		27,825.00 27,825.00	27,825.00	Open	N 10/01/2023
1183 00032988	BTO SIGNS ADVERTISING 609-49750-40340	09/11/2023 CBUSKEY ADVERTISING		155.33 155.33	155.33	Open	N 09/11/2023

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 10/03/2023 - 10/03/2023

POSTED AND UNPOSTED

OPEN - CHECK TYPE: PAPER CHECK

Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
<u>.08012023</u> 00033164	CAMPBELL KNUTSON DANGEROUS DOG HEARING 101-41600-40304	08/31/2023 DMULVIHILL CIVIL LEGAL FEES		864.90 864.90	864.90	Open	N 10/02/2023
<u>2888757</u> 00032962	CAPITOL BEVERAGE SALES, L.P BEER/LIQUOR 609-49751-40251 609-49751-40252	09/18/2023 CBUSKEY LIQUOR BEER		516.00 450.00 66.00	516.00	Open	N 09/18/2023
<u>T526088</u> 00032934	CORE & MAIN LP COLD PATCH 405-43100-40303	09/08/2023 DMULVIHILL ENGINEERING FEES		1,848.00 1,848.00	1,848.00	Open	N 10/01/2023
<u>2009405</u> 00032986	CRYSTAL SPRINGS ICE MISC 609-49751-40206 609-49751-40254	09/11/2023 CBUSKEY FREIGHT MISCELLANEOUS MERCHANDISE		100.30 4.00 96.30	100.30	Open	N 09/11/2023
<u>2009496</u> 00032989	CRYSTAL SPRINGS ICE ICE 609-49751-40254 609-49751-40206	09/20/2023 CBUSKEY MISCELLANEOUS MERCHANDISE FREIGHT		171.60 167.60 4.00	171.60	Open	N 09/20/2023
<u>6846</u> 00032994	D & G RECYCLE TIRE RECYCLING 101-43210-40439	10/01/2023 JSHOOK RECYCLING DAYS		102.00 102.00	102.00	Open	N 10/01/2023
<u>2002930</u> 00032979	DAHLHEIMER DIST. CO. INC. BEER 609-49751-40252	09/13/2023 CBUSKEY BEER		16,864.25 16,864.25	16,864.25	Open	N 09/13/2023
<u>971-00196</u> 00032980	DAHLHEIMER DIST. CO. INC. BEER 609-49751-40252	09/07/2023 CBUSKEY BEER		(14.93) (14.93)	(14.93)	Open	N 09/07/2023

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 10/03/2023 - 10/03/2023

POSTED AND UNPOSTED

OPEN - CHECK TYPE: PAPER CHECK

Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
2008486 00032993	DAHLHEIMER DIST. CO. INC. BEER/LIQUOR 609-49751-40255 609-49751-40251 609-49751-40252	09/20/2023 CBUSKEY N/A PRODUCTS LIQUOR BEER		24,453.30 174.70 863.25 23,415.35	24,453.30	Open	N 09/20/2023
2013565 00033161	DAHLHEIMER DIST. CO. INC. BEER/LIQUOR/NA 609-49751-40255 609-49751-40251 609-49751-40252	09/27/2023 CBUSKEY N/A PRODUCTS LIQUOR BEER		21,146.94 32.10 1,075.50 20,039.34	21,146.94	Open	N 09/27/2023
2013727 00033162	DAHLHEIMER DIST. CO. INC. BEER 609-49751-40252	09/26/2023 CBUSKEY BEER		(32.80) (32.80)	(32.80)	Open	N 09/27/2023
102942 00032956	DEHN OIL DIESEL 101-43100-40212 101-45200-40212 601-49440-40212 602-49490-40212	09/14/2023 DMULVIHILL MOTOR FUELS MOTOR FUELS MOTOR FUELS MOTOR FUELS		3,694.88 923.72 923.72 923.72 923.72	3,694.88	Open	N 10/01/2023
13809 00032953	DUSTY S DRAIN CLEANING ROBOT CAMERA 602-49490-40229	09/18/2023 DMULVIHILL PROJECT MAINTENANCE		1,225.00 1,225.00	1,225.00	Open	N 10/01/2023
963972 00032931	ECM PUBLISHERS, INC. PH MINNETONKA G & F 803-00000-22140	09/08/2023 DMULVIHILL MINNETONKA GAME-ORD AMENDMENT		64.50 64.50	64.50	Open	N 10/01/2023
965772 00033131	ECM PUBLISHERS, INC. RESOLUTION 2023-53 101-41400-40351	09/22/2023 NSANTILLO RESOLUTION 2023-53		91.37 91.37	91.37	Open	N 10/02/2023

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 10/03/2023 - 10/03/2023

POSTED AND UNPOSTED

OPEN - CHECK TYPE: PAPER CHECK

Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
965773 00033133	ECM PUBLISHERS, INC. RESOLUTION 2023-54 101-41400-40351	09/22/2023 NSANTILLO RESOLUTION 2023-54		86.00 86.00	86.00	Open	N 10/02/2023
1023 00032945	EHLERS & ASSOCIATES 2023 CONTINUING DISCLOSURE 101-41540-40301	09/18/2023 DMULVIHILL 2023 CONTINUING DISCLOSURE		3,700.00 3,700.00	3,700.00	Open	N 10/01/2023
30124 00032935	ELITE SANITATION TOILET RENTAL 101-43210-40439	09/15/2023 DMULVIHILL RECYCLING DAYS		122.00 122.00	122.00	Open	N 10/01/2023
30090 00032936	ELITE SANITATION PORTABLE TOILET RENTAL 08/20 TO 9/16 101-45200-40402	09/15/2023 DMULVIHILL JANITORIAL SERVICE		1,018.50 1,018.50	1,018.50	Open	N 10/01/2023
31768 00032996	EVERGREEN RECYCLING LLC RECYCLING 101-43210-40439	09/18/2023 NSANTILLO RECYCLING DAYS		460.00 460.00	460.00	Open	N 10/01/2023
0519826 00033156	FERGUSON WATERWORKS #2516 CURB PARTS 601-49440-40229	09/18/2023 NSANTILLO PROJECT MAINTENANCE		973.02 973.02	973.02	Open	N 10/02/2023
9815583092 00032938	GRAINGER, INC. TAPE/PIPETTE FILLER 602-49490-40229	08/24/2023 DMULVIHILL PROJECT MAINTENANCE		80.68 80.68	80.68	open	N 10/01/2023
9838897396 00032954	GRAINGER, INC. CRANE TRUCK BOLTS 602-49490-40221	09/15/2023 DMULVIHILL VEHICLE MAINTENANCE		41.75 41.75	41.75	open	N 10/01/2023

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 10/03/2023 - 10/03/2023

POSTED AND UNPOSTED

OPEN - CHECK TYPE: PAPER CHECK

Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
351097 00032987	GRANITE CITY JOBBING CO. TOBACCO 609-49750-40210 609-49751-40206 609-49751-40254 609-49751-40256	09/12/2023 CBUSKEY OPERATING SUPPLIES FREIGHT MISCELLANEOUS MERCHANDISE TOBACCO PRODUCTS		6,533.49 371.90 10.00 215.80 5,935.79	6,533.49	Open	N 09/12/2023
37616348029 00032970	GREAT LAKES COCA-COLA MISC 609-49751-40254	09/15/2023 CBUSKEY MISCELLANEOUS MERCHANDISE		858.83 858.83	858.83	Open	N 09/15/2023
MN2154 00032995	GREEN LAMPS RECYCLING LLC RECYCLING 101-43210-40439	09/18/2023 NSANTILLO RECYCLING DAYS		339.25 339.25	339.25	Open	N 10/01/2023
6579373 00032955	HAWKINS, INC. CHLORINE CYLINDER 601-49440-40216	09/05/2023 DMULVIHILL CHEMICALS		10.00 10.00	10.00	Open	N 10/01/2023
018-041-60 00032957	HOISINGTON KOEGLER GROUP, INC PLANNING SERVICES AUGUST 1, 2023 TO AUGU CBAUMGARDNER 101-41910-40311 803-00000-22043 803-00000-22001 803-00000-22179 803-00000-22194 803-00000-22004 803-00000-22005 803-00000-22140	09/15/2023 TO AUGU CBAUMGARDNER GENERAL PLANNING ESC-LAKETOWN (RIVERS EDGE) TURTLE PONDS 6TH-2022 VISTA PRAIRIE-SITE PLAN NORTHRUP GRUMANN SITE PLAN-21 SERENITY AT SEELYE BROOK AUTO ZONE #5100 ST. FRANCIS MINNETONKA GAME-ORD AMENDMENT		4,633.21 1,350.50 230.00 175.00 23.75 200.00 1,229.48 1,074.48 350.00	4,633.21	Open	N 10/01/2023
IN4187006 00032941	INNOVATIVE OFFICE SOLUTIONS, L OFFICE SUPPLIES 101-45200-40200 101-43100-40200	05/04/2023 DMULVIHILL OFFICE SUPPLIES OFFICE SUPPLIES		69.12 34.56 34.56	69.12	Open	N 10/01/2023

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 10/03/2023 - 10/03/2023

POSTED AND UNPOSTED

OPEN - CHECK TYPE: PAPER CHECK

Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
IN4217438 00032942	INNOVATIVE OFFICE SOLUTIONS, L OFFICE SUPPLIES 601-49440-40200 602-49490-40200	06/02/2023 DMULVIHILL OFFICE SUPPLIES OFFICE SUPPLIES		56.20 28.10 28.10	56.20	Open	N 10/01/2023
IN4238249 00032943	INNOVATIVE OFFICE SOLUTIONS, L OFFICE SUPPLIES 101-43100-40200 101-45200-40200	06/23/2023 DMULVIHILL OFFICE SUPPLIES OFFICE SUPPLIES		44.15 22.08 22.07	44.15	Open	N 10/01/2023
IN4328262 00032967	INNOVATIVE OFFICE SOLUTIONS, L OFFICE SUPPLIES 101-42110-40200	09/20/2023 NSANTILLO OFFICE SUPPLIES		45.70 45.70	45.70	Open	N 10/01/2023
IN4331316 00033103	INNOVATIVE OFFICE SOLUTIONS, L OFFICE SUPPLIES 101-42110-40200	09/22/2023 NSANTILLO OFFICE SUPPLIES		40.74 40.74	40.74	Open	N 10/01/2023
IN4336348 00033165	INNOVATIVE OFFICE SOLUTIONS, L OFFICE SUPPLIES 101-42110-40200	09/27/2023 NSANTILLO OFFICE SUPPLIES		16.56 16.56	16.56	Open	N 10/02/2023
REMIT 00033150	IUOE LOCAL #49 Remittance Check 101-00000-21707 101-00000-21707	10/01/2023 NSANTILLO Remittance Remittance		306.00 210.00 96.00	306.00	Open	N 10/01/2023
IN306377 00032939	JEFFERSON FIRE & SAFETY, INC.. KEY HOSE 101-42210-40237	09/11/2023 DMULVIHILL SMALL EQUIPMENT		254.61 254.61	254.61	Open	N 10/01/2023
2382646 00032976	JOHNSON BROS WHLSE LIQUOR WINE 609-49751-40253 609-49751-40206	09/14/2023 CBUSKEY WINE FREIGHT		884.66 861.00 23.66	884.66	Open	N 09/14/2023

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 10/03/2023 - 10/03/2023

POSTED AND UNPOSTED

OPEN - CHECK TYPE: PAPER CHECK

Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
2382845 00032977	JOHNSON BROS WHLSE LIQUOR LIQUOR 609-49751-40251 609-49751-40206	09/14/2023 CBUSKEY LIQUOR FREIGHT		1,197.68 1,181.30 16.38	1,197.68	Open	N 09/14/2023
2387611 00033096	JOHNSON BROS WHLSE LIQUOR LIQUOR 609-49751-40206 609-49751-40251	09/21/2023 CBUSKEY FREIGHT LIQUOR		412.96 5.46 407.50	412.96	Open	N 10/01/2023
2367612 00033097	JOHNSON BROS WHLSE LIQUOR WINE 609-49751-40206 609-49751-40253	09/21/2023 CBUSKEY FREIGHT WINE		137.64 3.64 134.00	137.64	Open	N 10/01/2023
9809 00033104	KIMS KLEANING CITY HALL CLEANING 101-41940-40402	09/25/2023 NSANTILLO CITY HALL CLEANING		283.20 283.20	283.20	open	N 10/01/2023
9810 00033105	KIMS KLEANING COMMUNITY CENTER CLEANING 101-45000-40402	09/25/2023 NSANTILLO COMMUNITY CENTER CLEANING		94.40 94.40	94.40	open	N 10/01/2023
9811 00033106	KIMS KLEANING PUBLIC WORKS CLEANING 601-49440-40402 602-49490-40402 101-43100-40402 101-45200-40402	09/25/2023 NSANTILLO JANITORIAL SERVICE JANITORIAL SERVICE JANITORIAL SERVICE JANITORIAL SERVICE		944.00 236.00 236.00 236.00 236.00	944.00	open	N 10/01/2023
9812 00033107	KIMS KLEANING WATER TREATMENT PLANT CLEANING 601-49440-40402	09/25/2023 NSANTILLO WATER TREATMENT PLANT CLEANING		188.80 188.80	188.80	Open	N 10/01/2023

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 10/03/2023 - 10/03/2023

POSTED AND UNPOSTED

OPEN - CHECK TYPE: PAPER CHECK

Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
9813 00033108	KIMS KLEANING POLICE DEPT CLEANING 101-42110-40402	09/25/2023 NSANTILLO POLICE DEPT CLEANING		944.00 944.00	944.00	Open	N 10/01/2023
9814 00033109	KIMS KLEANING WASTE WATER PLANT CLEANING 602-49490-40402	09/25/2023 NSANTILLO WASTE WATER PLANT CLEANING		259.60 259.60	259.60	Open	N 10/01/2023
REMIT 00033149	LAW ENFORCEMENT LABOR SVCS. Remittance Check 101-00000-21707 101-00000-21707	10/01/2023 NSANTILLO Remittance Remittance		607.50 540.00 67.50	607.50	Open	N 10/01/2023
708713 00032981	MCDONALD DIST CO. BEER 609-49751-40252	09/13/2023 CBUSKEY BEER		(17.40) (17.40)	(17.40)	Open	N 09/13/2023
708712 00032982	MCDONALD DIST CO. LIQUOR 609-49751-40251	09/13/2023 CBUSKEY LIQUOR		(40.80) (40.80)	(40.80)	Open	N 09/13/2023
708714 00032983	MCDONALD DIST CO. LIQUOR 609-49751-40251	09/13/2023 CBUSKEY LIQUOR		307.40 307.40	307.40	Open	N 09/13/2023
708715 00032984	MCDONALD DIST CO. BEER 609-49751-40252 609-49751-40253	09/13/2023 CBUSKEY BEER WINE		6,817.66 6,339.50 478.16	6,817.66	Open	N 09/13/2023
709939 00032990	MCDONALD DIST CO. WINE/BEER 609-49751-40253 609-49751-40252	09/20/2023 CBUSKEY WINE BEER		(67.39) (54.99) (12.40)	(67.39)	Open	N 09/20/2023

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 10/03/2023 - 10/03/2023

POSTED AND UNPOSTED

OPEN - CHECK TYPE: PAPER CHECK

Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
709936 00032991	MCDONALD DIST CO. LIQUOR 609-49751-40251	09/30/2023 CBUSKEY LIQUOR		1,060.80 1,060.80	1,060.80	Open	N 09/20/2023
709937 00032992	MCDONALD DIST CO. BEER/NA 609-49751-40252 609-49751-40255	09/20/2023 CBUSKEY BEER N/A PRODUCTS		6,054.00 5,904.50 149.50	6,054.00	Open	N 09/20/2023
711249 00033151	MCDONALD DIST CO. BEER/N/A 609-49751-40255 609-49751-40252	09/27/2023 CBUSKEY NON ALCOHOLIC PRODUCTS BEER		13,920.00 153.30 13,766.70	13,920.00	Open	N 09/27/2023
711258 00033152	MCDONALD DIST CO. LIQUOR 609-49751-40251	09/27/2023 CBUSKEY LIQUOR		111.40 111.40	111.40	Open	N 09/27/2023
5820146 00033153	MCDONALD DIST CO. BEER 609-49751-40252	09/27/2023 CBUSKEY BEER		(10.00) (10.00)	(10.00)	Open	N 09/27/2023
733400102023 00033132	MN NCPERS LIFE INSURANCE INSURANCE PREMIUM 10/1/2023-10/31/2023 101-00000-21713	09/01/2023 NSANTILLO INSURANCE PREMIUM 10/1/2023-10/31/2023		128.00 128.00	128.00	Open	N 10/02/2023
2132 00033163	ON CALL STRIPING LINE PAINTING 602-49490-40401 601-49440-40401 101-43100-40401 101-45200-40401	09/27/2023 JSHOOK BUILDINGS MAINTENANCE BUILDINGS MAINTENANCE BUILDINGS MAINTENANCE BUILDINGS MAINTENANCE		800.00 200.00 200.00 200.00 200.00	800.00	Open	N 10/01/2023

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 10/03/2023 - 10/03/2023

POSTED AND UNPOSTED

OPEN - CHECK TYPE: PAPER CHECK

Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
<u>230852</u> 00033155	OPUS 21 UTILITY BILLING 601-49440-40382 602-49490-40382	09/21/2023 NSANTILLO UTILITY BILLING UTILITY BILLING		2,880.86 1,440.43 1,440.43	2,880.86	Open	N 10/02/2023
<u>212813</u> 00032985	PAUSTIS WINE COMPANY WINE 609-49751-40206 609-49751-40253	09/11/2023 CBUSKEY FREIGHT WINE		446.50 7.50 439.00	446.50	Open	N 09/11/2023
<u>214176</u> 00033128	PAUSTIS WINE COMPANY WINE 609-49751-40206 609-49751-40253	09/26/2023 CBUSKEY FREIGHT WINE		442.00 10.00 432.00	442.00	Open	N 09/26/2023
<u>6658055</u> 00032974	PHILLIPS WINE & SPIRITS CO. WINE 609-49751-40253 609-49751-40206	09/14/2023 CBUSKEY WINE FREIGHT		447.26 434.52 12.74	447.26	Open	N 09/14/2023
<u>6658054</u> 00032975	PHILLIPS WINE & SPIRITS CO. LIQUOR 609-49751-40251 609-49751-40206	09/14/2023 CBUSKEY LIQUOR FREIGHT		892.16 873.96 18.20	892.16	Open	N 09/14/2023
<u>6661688</u> 00033098	PHILLIPS WINE & SPIRITS CO. WINE 609-49751-40206 609-49751-40253	09/21/2023 CBUSKEY FREIGHT WINE		428.71 14.56 414.15	428.71	Open	N 10/01/2023
<u>6661689</u> 00033099	PHILLIPS WINE & SPIRITS CO. MISC 609-49751-40206 609-49751-40254	09/21/2023 CBUSKEY FREIGHT MISCELLANEOUS MERCHANDISE		133.39 3.64 129.75	133.39	Open	N 10/01/2023

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 10/03/2023 - 10/03/2023

POSTED AND UNPOSTED

OPEN - CHECK TYPE: PAPER CHECK

Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
6661687 00033100	PHILLIPS WINE & SPIRITS CO. LIQUOR 609-49751-40206 609-49751-40251	09/21/2023 CBUSKEY FREIGHT LIQUOR		3,097.58 33.68 3,063.90	3,097.58	Open	N 10/01/2023
2011592042 00032968	RED BULL DISTRIBUTION CO INC. MISC 609-49751-40254	09/19/2023 CBUSKEY MISCELLANEOUS MERCHANDISE		136.44 136.44	136.44	Open	N 09/19/2023
B010491 00032951	RMB ENVIRONMENTAL LABORATORIES, INC WEEK 1 COOLER 602-49490-40313	09/19/2023 DMULVIHILL SAMPLE TESTING		720.92 720.92	720.92	Open	N 10/01/2023
B010592 00032997	RMB ENVIRONMENTAL LABORATORIES, INC ALL WEEKS COOLER 2 602-49490-40313	09/20/2023 NSANTILLO ALL WEEKS COOLER 2		162.26 162.26	162.26	Open	N 10/01/2023
2390395 00032973	SOUTHERN GLAZERS OF MN LIQUOR 609-49751-40251 609-49751-40206	09/14/2023 CBUSKEY LIQUOR FREIGHT		1,638.46 1,622.89 15.57	1,638.46	Open	N 09/14/2023
2392956 00033094	SOUTHERN GLAZERS OF MN LIQUOR 609-49751-40251 609-49751-40206	09/21/2023 CBUSKEY LIQUOR FREIGHT		1,141.53 1,128.73 12.80	1,141.53	Open	N 10/01/2023
2150 00032944	ST. FRANCIS COLLISION & GLASS 2021 DODGE DURANGO REPAIRS 101-42110-40360	04/18/2023 DMULVIHILL INSURANCE REPAIR		3,229.25 3,229.25	3,229.25	Open	N 10/01/2023
10127117 00032978	THE BERNICK COMPANIES BEER 609-49751-40255 609-49751-40252	09/14/2023 CBUSKEY N/A PRODUCTS BEER		1,478.50 93.80 1,384.70	1,478.50	Open	N 09/14/2023

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 10/03/2023 - 10/03/2023

POSTED AND UNPOSTED

OPEN - CHECK TYPE: PAPER CHECK

Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
10129759 00032998	THE BERNICK COMPANIES BEER 609-49751-40252 609-49751-40255	09/21/2023 CBUSKEY BEER NON ALCOHOLIC PRODUCTS		1,524.20 1,499.60 24.60	1,524.20	Open	N 09/21/2023
23219 00033154	THE LEADERSHIP GROWTH GROUP 2023 LEADERSHIP GROWTH SERIES 101-41400-40208	06/01/2023 NSANTILLO 2023 LEADERSHIP GROWTH SERIES		400.00 400.00	400.00	Open	N 10/02/2023
M28554 00032937	TIMESAVER OFF SITE SEC. INC 9/5/2023 COUNCIL MEETING 101-41400-40311	09/14/2023 DMULVIHILL 9/5/2023 COUNCIL MEETING		159.00 159.00	159.00	Open	N 10/01/2023
10853 00032940	TOTAL CONTROL SYSTEMS, INC. INSTALL NEW SONIC FIREWALL AT WTP 601-49440-40229 602-49490-40229	09/13/2023 DMULVIHILL PROJECT MAINTENANCE PROJECT MAINTENANCE		3,579.86 1,789.93 1,789.93	3,579.86	Open	N 10/01/2023
37314 00033134	UNION HERALD ANOKA COUNTY UNION HERALD 101-41400-40351	08/31/2023 NSANTILLO ANOKA COUNTY UNION HERALD		251.00 251.00	251.00	Open	N 10/02/2023
0336813 00033102	VINOCOPIA, INC. LIQUOR/WINE 609-49751-40206 609-49751-40253 609-49751-40251	09/22/2023 CBUSKEY FREIGHT WINE LIQUOR		1,131.80 14.00 42.67 1,075.13	1,131.80	Open	N 10/01/2023

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 10/03/2023 - 10/03/2023

POSTED AND UNPOSTED

OPEN - CHECK TYPE: PAPER CHECK

Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
R-106584-000-7 00032961	WSB & ASSOCIATES GIS	09/11/2023 DMULVIHILL		5,160.00	5,160.00	Open	N 10/01/2023
	601-49440-40303	GIS		1,290.00			
	602-49490-40303	GIS		1,290.00			
	603-49490-40311	GIS		516.00			
	101-41400-40311	GIS		412.80			
	101-42110-40311	GIS		412.80			
	101-42210-40311	GIS		412.80			
	101-45200-40311	GIS		412.80			
	101-41910-40311	GIS		412.80			

# of Invoices:	94	# Due: 94	Totals:	239,291.27	239,291.27
# of Credit Memos:	9	# Due: 9	Totals:	(1,179.06)	(1,179.06)
Net of Invoices and Credit Memos:				238,112.21	238,112.21

--- TOTALS BY FUND ---

101 GENERAL FUND	41,543.98	41,543.98
102 PANDEMIC EXPENSES	27,825.00	27,825.00
405 STREET IMPROVEMENT FUND	1,848.00	1,848.00
601 WATER FUND	7,215.00	7,215.00
602 SEWER FUND	8,533.39	8,533.39
603 STORM WATER FUND	25,485.69	25,485.69
609 LIQUOR FUND	122,313.94	122,313.94
803 ESCROW	3,347.21	3,347.21

--- TOTALS BY DEPT/ACTIVITY ---

00000 UNASSIGNED	4,388.71	4,388.71
41400 ADMINISTRATION	29,225.17	29,225.17
41540 AUDITING & ACCOUNTING	3,700.00	3,700.00
41600 LEGAL	20,905.50	20,905.50
41910 COMMUNITY DEVELOPMENT	1,763.30	1,763.30
41940 GOVERNMENT BUILDINGS	283.20	283.20
42110 POLICE	4,779.05	4,779.05
42210 FIRE	2,019.60	2,019.60
43100 STREETS	3,399.36	3,399.36
43210 RECYCLING	1,023.25	1,023.25
45000 COMMUNITY CENTER	94.40	94.40
45200 PARKS	2,982.65	2,982.65
49440 ADMINISTRATION	7,215.00	7,215.00
49490 ADMINISTRATION	34,019.08	34,019.08
49750 LIQUOR STORE	527.23	527.23
49751 MERCHANDISE PURCHASES	121,786.71	121,786.71

CHECKS CUT BETWEEN COUNCIL MEETINGS FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 09/20/2023 - 10/02/2023

POSTED AND UNPOSTED

PAID - CHECK TYPE: PAPER CHECK

Agenda Item # 4J.

Invoice Number	Approval Department	Description	Distributions\Amounts	Inv Amt	Paid By Check Number
ABSOLUTE TRAILER SALES, INC 51499	PUB WORKS	TRAILER PURCHASE	101-43210-40237 17,849.20	17,849.20	82363
Total ABSOLUTE TRAILER SALES, INC:				17,849.20	
Report Total:				17,849.20	



CITY COUNCIL AGENDA REPORT

TO: St. Francis City Council
FROM: Beth Richmond, Planner
SUBJECT: Minnetonka Game & Fish Club CUP Amendment and Ordinance Amendment
DATE: 09-27-2023 for the 10-02-2023 meeting
APPLICANT: Minnetonka Game & Fish Club (Kurt Kisch)
LOCATION: 8310 Hill and Dale Drive NW
COMP PLAN: Park/Open Space
ZONING: A-2 – Rural Estate Agriculture

OVERVIEW:

The Minnetonka Game and Fish Club (MGFC) located along Hill and Dale Drive NW in western St. Francis has requested an amendment to its existing Conditional Use Permit (CUP). The original CUP for the site was approved in 1969 and has been amended several times since. Today, the site includes a gravel driveway, various shooting ranges, a small clubhouse, and multiple accessory structures used primarily for the storage of equipment.

In order to better utilize the space and function of the site, MGFC is proposing to make the following changes in the near-term:

- Add two shooting bays to the club’s general purpose ranges for a total of six bays
- Improve the existing access drive to address drainage
- Create a parking area, and
- Install two 8’x16’ accessory structures near the new shooting bays to be used for equipment storage

These changes increase the intensity of the use on the site, and so an amendment to the existing CUP is needed. The applicant has also identified two locations on the south end of the site that could be used for future building sites in the long-term. Since these locations have been identified on the plans as part of this CUP amendment, the future construction of these buildings would only require administrative review of the buildings at the time of building permit, rather than an additional amendment to the CUP.

In association with the CUP amendment, MGFC has also requested a zoning ordinance amendment pertaining to the number and size of accessory structures allowed on gun club properties.

The Planning Commission reviewed the requests at their meeting on September 20, 2023. After discussion, Planning Commissioners unanimously recommended approval of the CUP amendment and ordinance amendment.

ACTION TO BE CONSIDERED:

Based on the Planning Commission's and Staff's recommendation for approval of the IUP, a draft approval Resolution and Interim Use Permit have been drafted for Council review.

Suggested Motions:

1. Move to approve the 1st reading of Ordinance 323 modifying Section 10-65-02 to allow accessory structures for gun clubs to be regulated by the CUP for the site.
2. Move to approve Resolution 2023-60 approving the Conditional Use Permit amendment for the Minnetonka Game & Fish Club with conditions and findings of fact as presented by Staff.

Attachments:

- Draft Approval Documents
 - Ordinance 323 – 1st Reading
 - Resolution 2023-60
- Applicant Submittals
- Engineering Memo dated 9/14/23
- Planning Commission Memo dated 9/13/23

ORDINANCE NO. 323

**CITY OF ST. FRANCIS
ANOKA COUNTY**

**AN ORDINANCE MODIFYING SECTION 10-65-02 GUN CLUB IN THE ZONING
CODE – 1ST READING**

THE CITY COUNCIL OF THE CITY OF ST. FRANCIS, ANOKA COUNTY, MINNESOTA,
ORDAINS:

Changes in the following sections are denoted with an underline for new text or a strikethrough for ~~deleted language~~.

Section 1. Section 10-65-02 Gun Club of the St. Francis Code of Ordinances is hereby amended to read as follows:

10-65-02. – Gun club.

- A. The principal use, function or activity is open and outdoor in character.
- B. The use will not negatively impact abutting or neighboring existing or potential residential uses.
- C. Screening from abutting residential districts shall be provided following the standards listed in Part 10-73-00 of this Ordinance.
- D. The traffic generated by the use can be adequately accommodated (both volume and weight) upon the streets serving the property upon which the use is located.
- E. Noise levels shall comply with Minnesota Rules, Pt. 7030.0010 to Pt. 7030.0080.
- F. Gun club use shall be maintained in good condition.
- G. Shooting ranges shall be oriented so that shooting is directed away from residential development when practical.
- H. The number and size of accessory structures associated with a gun club use may exceed the standards found in Section 10-68-04 Accessory Structure with an approved Conditional Use Permit.

Section 2. This Ordinance shall take effect and be enforced from and after its passage and publication according to law.

Approved and adopted by the City Council of the City of St. Francis this 2nd day of October,
2023.

SEAL

CITY OF ST. FRANCIS

By: _____
Joseph Muehlbauer, Mayor

Attest: Jennifer Wida, City Clerk

DRAFTED BY:
HKGi
800 Washington Ave. N., Suite 103
Minneapolis, MN 55401

CITY OF ST. FRANCIS
ST. FRANCIS, MN
ANOKA COUNTY

RESOLUTION 2023-60

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT FOR
THE MINNETONKA GAME & FISH CLUB

WHEREAS, the applicant, Kurt Kisch of Minnetonka Game & Fish Club (MGFC), has requested an amendment to the existing conditional use permit for the property at 8310 Hill and Dale Dr NW; and

WHEREAS, the property is legally described in Exhibit A; and

WHEREAS, the property is zoned A-2 Rural Estate Agriculture; and

WHEREAS, an existing CUP for the property has been in effect since May 1, 1969; and

WHEREAS, the CUP was last amended on September 21, 2009 to include the current formally approved site plan; and

WHEREAS, in the near-term, MGFC seeks to redesign the general purpose range and increase the number of shooting bays to six, improve the existing access drive to address drainage, create a new parking area, and install 2 8'x16' accessory structures near the general purpose range to be used for equipment storage; and

WHEREAS, in the longer-term, MGFC has identified two areas located south of the access drive as future building sites; and

WHEREAS, on September 20, 2023, after published and mailed notice in accordance with Minnesota Statutes and the City Code, the Planning Commission held a public hearing, at which time all persons desiring to be heard concerning this application were given the opportunity to speak thereon; and

WHEREAS, on September 20, 2023, the Planning Commission unanimously recommended approval of the requested Conditional Use Permit amendment; and

WHEREAS, the City Council of the City of St. Francis, on October 2, 2023, considered the requested Conditional Use Permit amendment and how it might affect public health, safety, or welfare and found that with the noted conditions the project will not negatively impact the public health, safety, or welfare.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Francis hereby approves the requested Conditional Use Permit amendment the gun club at 8310 Hill and Dale Dr NW based on the following findings of fact:

1. The proposed CUP amendment is consistent with the City’s 2040 Comprehensive Plan and the proposed use is compatible with present and future land uses of the area.
2. With conditions, the proposed use conforms with all performance standards contained in the City’s Zoning Ordinance.
3. The proposed use is located outside of the City’s Urban Service Area and therefore will not overburden the City's service capacity.
4. Traffic generation by the proposed use is within capabilities of streets serving the property.

BE IT FURTHER RESOLVED that approval of the Conditional Use Permit amendment for the gun club at 8310 Hill and Dale Dr NW shall be subject to the following conditions:

1. Approval of this request is subject to the concurrent approval of the related ordinance amendment request pertaining to the MGFC project.
2. Applicant shall provide the complete legal description for the site.
3. Applicant shall address all comments in the City Engineer’s memo.
4. Additional accessory structures and accessory structure square footage as shown in the plans dated August 15, 2023, including the two future building areas identified, are approved. Administrative review of the proposed future buildings shall be required at the time of building permit.
5. The redesigned drive and new parking area may be surfaced with gravel in accordance with the approved plans dated August 15, 2023.
6. All other conditions of the existing CUP remain in effect.
7. All fees and financial obligations shall be received by the City prior to the releasing of the approval documents for recording.

Approved and adopted by the City Council of the City of St. Francis on the 2nd day of October, 2023.

Joseph Muehlbauer, Mayor

Attest: Jennifer Wida, City Clerk

This Instrument Drafted By:
HKGi
800 Washington Ave N, Suite 103
Minneapolis, MN 55401
(612) 338-0800

EXHIBIT A

Legal Descriptions

<Final descriptions still to be inserted>

R32 34 2511 0001
THE NE1/4 OF NE1/4 OF SEC 32 TWP 34 AGE 25, EX PRT PLATTED AS REG LAND
SURVEY NO 17, EX
40ACRES

R32 34 25 12 0001
THE NW1/4 OF NE1/4 OF SEC 32 TWP 34 RGE 25, EX PRT PLATTED AS REG
LAND SURVEY NO 17, EX
20.50ACRES

R32 34 25 13 0001
THE SW1/4 OF NE1/4 OF SEC 32 TWP 34 RGE 25, EX PRT PLATTED AS REG LAND
SURVEY NO 17, EX
38.50ACRES

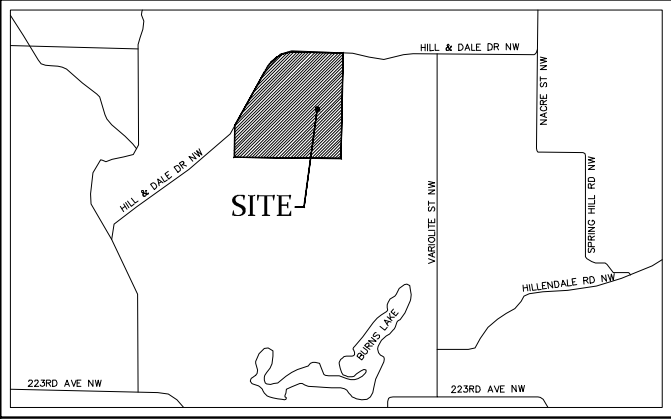
R32 34 2514 0001
THE SE1/4 OF NE1/4 OF SEC 32 TWP 34 RGE 25, SUBJ TO EASE OF REC
40ACRES

MINNETONKA GAME & FISH CLUB

SITE IMPROVEMENTS
ST. FRANCIS, MINNESOTA

VICINITY MAP

Agenda Item # 9A.

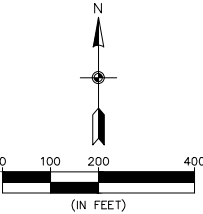


Building Number	Location	Building Name	Area (sq. feet)
1	General purpose range	Equipment Shed	163
2		Equipment Storage	174
3	Bench Rest Range	Garage/Storage	5012
4	300 Meter Range	Shooting Shelter	1933
5		Shooting House	1933
6		Shooting Shelter	2022
7		Storage Shed	322
8	Small Bore Range	Shooting House	2057
9		Storage Shed	126
10	Bullseye Range	Storage Shed	138
11		Shooting Shelter	1682
12		Storage Shed	77
13		Shooting Shelter	1196
14		Outhouse	90
15	Clubhouse	Wood Frame w/basement	977
16	Shotgun Range	Garage/Storage	486
17	Skeet & Trap Range	Skeet House	33
18		Trap House	62
19		Skeet House	250
20		Trap House	59
21		Skeet House	245
22		Trap House	63
23		Skeet House	246
24		Trap House	88
25		Trap House	87
Total Existing Building Area			19521

Proposed Buildings			
26	Proposed General Purpose Range	Storage Shed	128
27	Purpose Range	Storage Shed	128
Total Proposed Building Area			256
Total Building Area			19777

SHEET INDEX

- COVER
- EXISTING CONDITIONS
- GRADING INDEX
- GRADING & EROSION CONTROL PLAN
- SITE, UTILITY & STREET CONSTRUCTION
- DETAILS



BENCHMARK	
1. Anoka County Benchmark No. 3048 - Elevation 966.71 ft. (NAVD88)	
2. Anoka County Benchmark No. 3049 - Elevation 916.56 ft. (NAVD88)	



3800 PHEASANT RIDGE DRIVE
SUITE 100
BLAINE, MN 55449
TEL 763.488.7900
FAX 763.488.7900
CARLSONMCCAIN.COM

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: Justin J Olson
Signature: *Justin J Olson*
Date: 8/15/23 License #: 54231

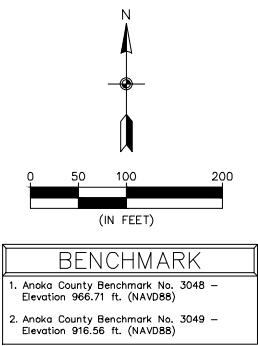
Drawn: KRO
Designed: JJO
Date: 8/15/23

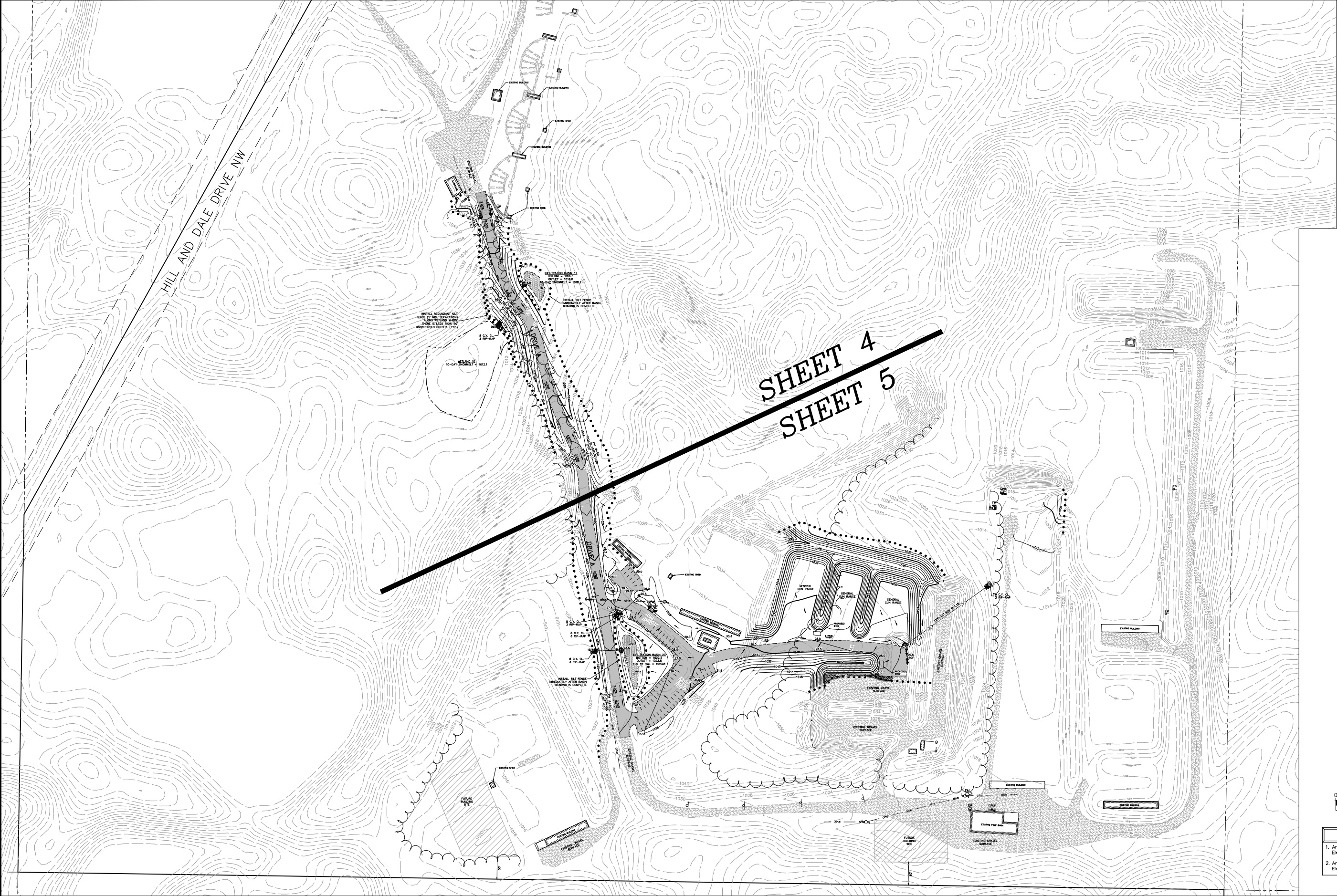
Revisions:
1. 8/17/23 Add Proposed Storage Sheds.

MINNETONKA GAME & FISH CLUB
8310 Hill and Dale Dr. NW
St. Francis, MN 55330

MINNETONKA GAME & FISH CLUB
St. Francis, Minnesota

COVER





0 50 100 200
(IN FEET)

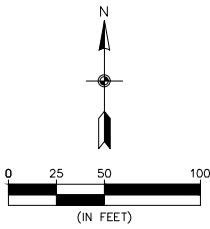
BENCHMARK

1. Anoka County Benchmark No. 3048 - Elevation 966.71 ft. (NAVD88)

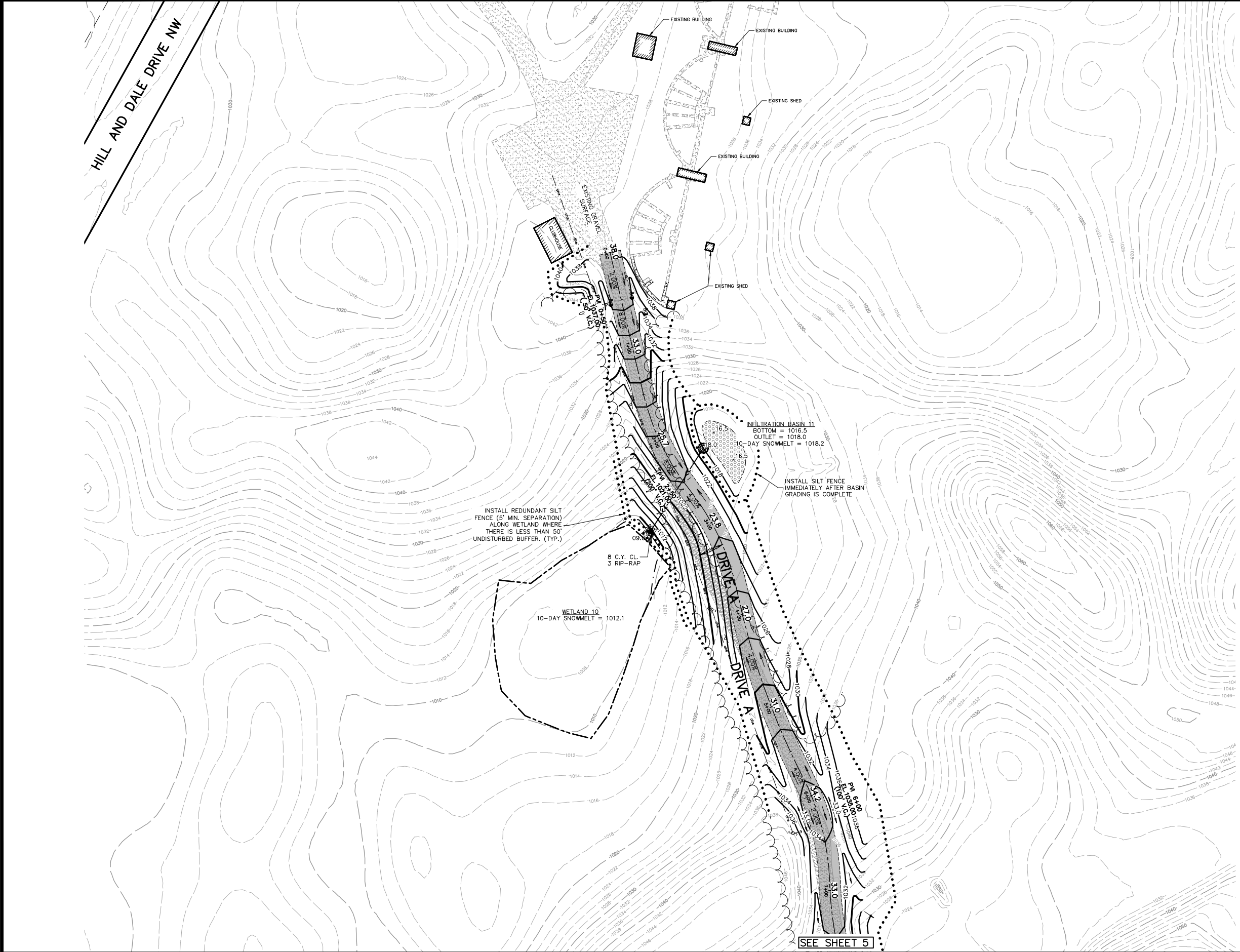
2. Anoka County Benchmark No. 3049 - Elevation 916.56 ft. (NAVD88)

LEGEND

EXISTING	PROPOSED
PROPERTY LINE	---
EASEMENT LINE	---
GRAVEL SURFACE	---
CONCRETE	---
SANITARY SEWER	---
STORM SEWER	---
STORM CATCH BASIN	---
FLARED END SECTION	---
RIP RAP	---
OVERHEAD UTILITY	---
TELEVISION BOX	---
TELEPHONE BOX	---
UTILITY POLE	---
GUY WIRE	---
FENCE	---
10' CONTOUR	---
2' CONTOUR	---
WETLAND LINE	---
SPOT ELEVATION	---
EMERGENCY OVERFLOW	---
SILT FENCE	---
TREELINE	---
SIGN	---
GUARD POST	---



BENCHMARK
1. Anoka County Benchmark No. 3048 - Elevation 966.71 ft. (NAVD88)
2. Anoka County Benchmark No. 3049 - Elevation 916.56 ft. (NAVD88)



CARLSON MCCAIN
ENGINEERING
SURVEYING
ENVIRONMENTAL

**3800 PHEASANT RIDGE DRIVE
SUITE 100
BLAINE, MN 55448
TEL 763.488.7900
FAX 763.488.7950
CARLSONMCCAIN.COM**

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Signature: *Justin J Olson*
Date: 8/15/23 License #: 54231

Print Name: Justin J Olson
Designed: JJO
Date: 8/15/23

Drawn: KRO
Designed: JJO
Date: 8/15/23

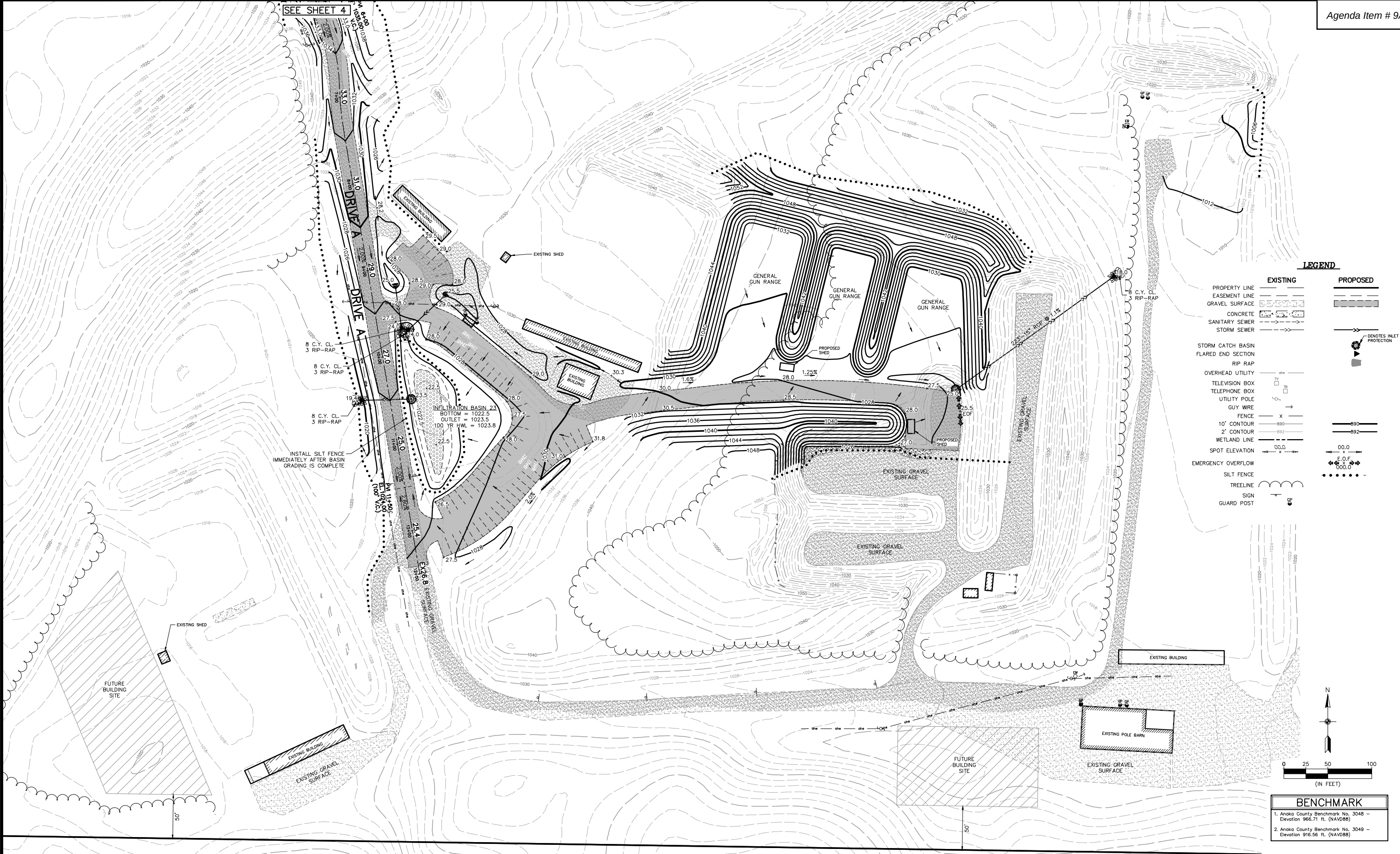
Revisions:
1. 8/17/23 Add Proposed Storage Sheds.

MINNETONKA GAME & FISH CLUB
8310 Hill and Dale Dr. NW
St. Francis, MN 55330

MINNETONKA GAME & FISH CLUB
St. Francis, Minnesota

GRADING & EROSION CONTROL PLAN

117





CARLSON MCCAIN

2800 PHEASANT RIDGE DRIVE
SUITE 100
BLAINE, MN 55448
TEL 763.488.7800
FAX 763.488.7850
CARLSONMCCAIN.COM

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: Justin J Olson
Signature: *Justin J Olson*
Date: 8/15/23 License #: 54231

Drawn: KRO
Designed: JJO
Date: 8/15/23

Revisions:
1. 8/17/23 Add Proposed Storage Sheds.

MINNETONKA GAME & FISH CLUB
8310 Hill and Dale Dr. NW
St. Francis, MN 55330

MINNETONKA GAME & FISH CLUB
St. Francis, Minnesota

GRADING & EROSION CONTROL PLAN

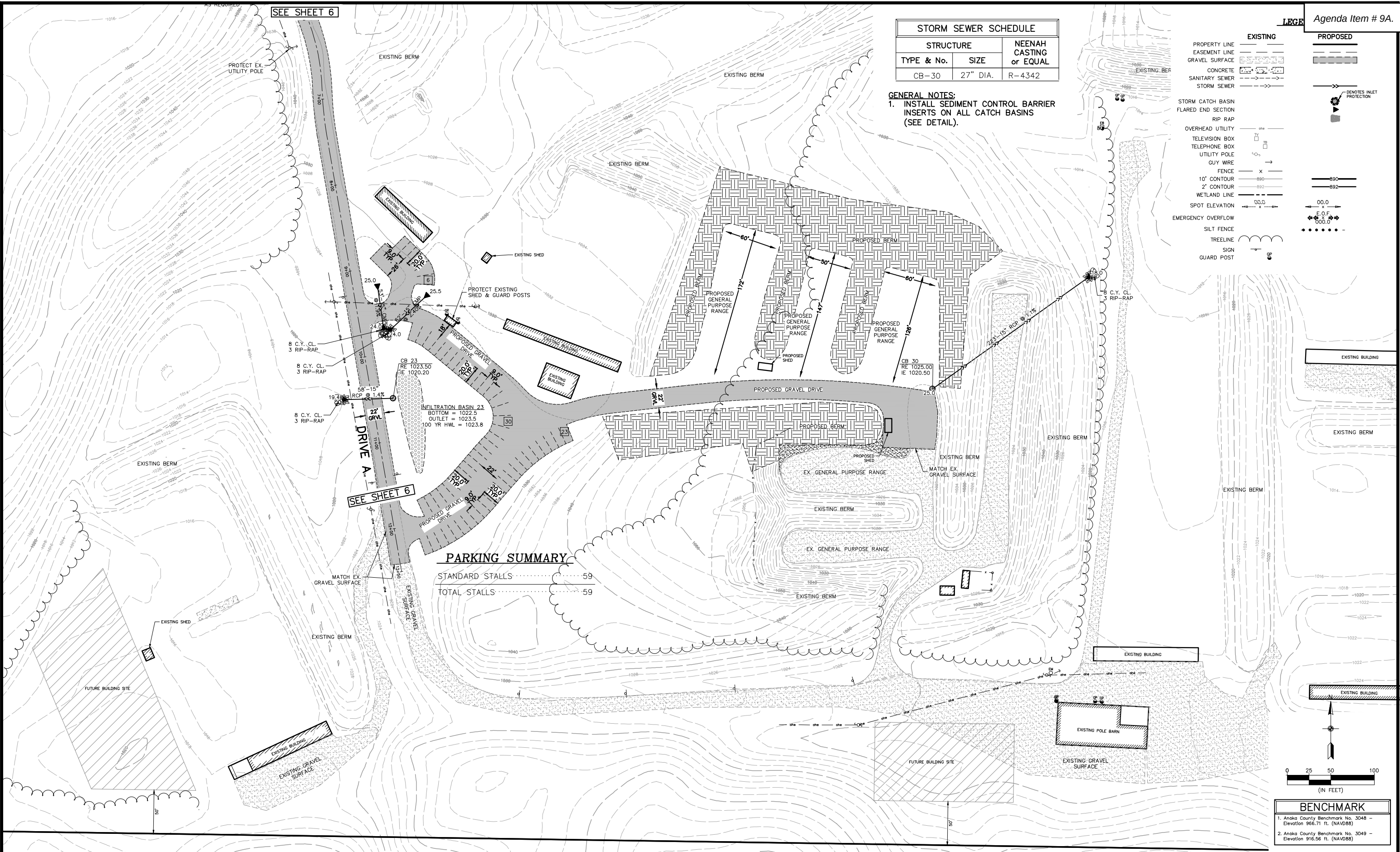
5

118

STORM SEWER SCHEDULE		
STRUCTURE		NEENAH CASTING or EQUAL
TYPE & No.	SIZE	
CB-30	27" DIA.	R-4342

GENERAL NOTES:
1. INSTALL SEDIMENT CONTROL BARRIER INSERTS ON ALL CATCH BASINS (SEE DETAIL).

EXISTING	PROPOSED
PROPERTY LINE	
EASEMENT LINE	
GRAVEL SURFACE	
CONCRETE	
SANITARY SEWER	
STORM SEWER	
STORM CATCH BASIN	
FLARED END SECTION	
RIP RAP	
OVERHEAD UTILITY	
TELEVISION BOX	
TELEPHONE BOX	
UTILITY POLE	
GUY WIRE	
FENCE	
10' CONTOUR	
2' CONTOUR	
WETLAND LINE	
SPOT ELEVATION	
EMERGENCY OVERFLOW	
SILT FENCE	
TREELINE	
SIGN	
GUARD POST	





CARLSON MCCAIN
ENGINEERING
SURVEYING
ENVIRONMENTAL

3900 PHEASANT RIDGE DRIVE
SUITE 100
BLAINE, MN 55448
TEL 763.488.7900
FAX 763.488.7900
CARLSONMCCAIN.COM

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: Justin J Olson
Signature: *Justin J Olson*
Date: 8/15/23 License #: 54231
Drawn: KRO
Designed: JJO
Date: 8/15/23

Revisions:
1. 8/17/23 Add Proposed Storage Sheds.

MINNETONKA GAME & FISH CLUB
8310 Hill and Dale Dr. NW
St. Francis, MN 55330

MINNETONKA GAME & FISH CLUB
St. Francis, Minnesota

SITE, UTILITY & STREET CONSTRUCTION

MEMORANDUM

TO: Colette Baumgardner, Community Development Director

CC: Beth Richmond, City Planner

FROM: Shane Nelson, Assistant City Engineer

DATE: September 14, 2023

RE: Minnetonka Game and Fish Club Site Improvements

We have reviewed the application for the above-referenced project. Construction, Grading, and Erosion Control Plans, dated 8/15/2023, and a Stormwater Management Plan, dated 8/15/2023, prepared by Carlson McCain, have been submitted with the application. We would offer the following:

1. This project proposes to widen and slightly realign the entrance road. The existing entrance road utilizes a gravel surface and is approximately 16 feet wide in the location of the proposed project. This project proposes to widen the gravel entrance road to a standard 22 foot width. The proposed 22 foot width of the entrance road is suitable to accommodate two-way traffic and the gravel surface is conducive to the use of the property.
2. This project will increase the impervious surface on the subject property. Infiltration basins have been designed to manage the stormwater runoff as required by City ordinances and watershed rules. In general, we find the proposed stormwater management plan to be acceptable and only minor revisions to the report are required.
3. The runoff curve numbers for subcatchment 10, subcatchment 11, and subcatchment 20 are the same or decrease in the proposed condition when compared to the existing condition. The stormwater model shall be revised in the proposed condition to account for the slight increase in impervious surface and an updated Stormwater Management Plan shall be submitted for approval.
4. The stormwater ponds, once constructed, will be private ponds and the landowner will be responsible for the long-term operation and maintenance. In accordance with City ordinances, the Applicant must enter into a Stormwater Maintenance Agreement with the City to ensure the long-term operation and maintenance. (Section 10-93.5.H)
5. The wetlands on the site were delineated in 2020 and Notice of Decision approving the wetland boundary and type was issued on 12/09/2020. The decision is valid for 5 years. No wetland impacts are proposed with this project.

In summary, we recommend approval of the Conditional Use Permit subject to the conditions as included herein and subject to the Applicant providing an erosion control financial surety as required by City ordinances.

		PLANNING COMMISSION AGENDA REPORT
TO:	St. Francis Planning Commission	
FROM:	Beth Richmond, Planner	
SUBJECT:	Minnetonka Game & Fish Club CUP Amendment and Ordinance Amendment	
DATE:	09-13-2023 for 09-20-2023 meeting	
APPLICANT:	Minnetonka Game & Fish Club (Kurt Kisch)	
LOCATION:	8310 Hill and Dale Drive NW	
COMP PLAN:	Park/Open Space	
ZONING:	A-2 Rural Estate Agriculture District	

OVERVIEW:

The Minnetonka Game and Fish Club (MGFC) located along Hill and Dale Drive NW in western St. Francis has requested an amendment to its existing Conditional Use Permit (CUP). The original CUP for the site was approved in 1969 and has been amended several times since. Today, the site includes a gravel driveway, various shooting ranges, a small clubhouse, and multiple accessory structures used primarily for the storage of equipment.

In order to better utilize the space and function of the site, MGFC is proposing to make the following changes in the near-term:

- Add two shooting bays to the club’s general purpose ranges for a total of six bays
- Improve the existing access drive to address drainage
- Create a parking area, and
- Install two 8’x16’ accessory structures near the new shooting bays to be used for equipment storage

These changes increase the intensity of the use on the site, and so an amendment to the existing CUP is needed. The applicant has also identified two locations on the south end of the site that could be used for future building sites in the long-term.

In association with the CUP amendment, MGFC has also requested a zoning ordinance amendment pertaining to the number and size of accessory structures allowed on gun club properties.



REVIEW PROCEDURE:

60-Day Land Use Application Review Process

Pursuant to Minnesota State Statutes Section 15.99, local government agencies are required to approve or deny land use requests within 60 days. Within the 60-day period, an automatic extension of no more than 60 days can be obtained by providing the applicant written notice containing the reason for the extension and specifying how much additional time is needed. The deadline for the land use request is October 30, 2023.

Public Hearing

City Code Section 10-31-03 requires that a public hearing for review of the land use requests be held by the Planning Commission. The public hearing notice was published in the Anoka County Union Herald on September 8, 2023 and posted on the City Hall bulletin board on September 7, 2023. The public hearing notice was mailed to all affected property owners located within 350 feet of the subject property on September 7, 2023.

CONDITIONAL USE PERMIT AMENDMENT REVIEW

The MGFC has operated as a gun club at this location in St. Francis since 1969. The site includes over 200 acres spread across 7 parcels and includes several shooting ranges and a small clubhouse. The applicant is proposing to redesign aspects of the site including the access driveway and the general purpose range to better utilize the site’s space and function. Staff supports the proposed CUP amendment as the proposed improvements will help to better serve the site without creating substantial negative impacts on the surrounding properties. The site is large, and all proposed ranges are located at least 500 feet from neighboring property. Additional traffic will be accommodated by the new parking area, while the hours of operation of the gun club will remain the same at 8:00 AM to 10:00 PM.

Land Use

The site is guided for Park/Open Space use by the 2040 Comprehensive Plan and is zoned A-2 Rural Estate Agriculture. As an outdoor recreational oriented use, the gun club use is consistent with this land use designation. Within the A-2 District, gun clubs are allowed as a conditional use.

Proposed Site Changes

Shooting Bays

Currently, there are four shooting bays located in the MGFC general purpose range. The applicant is proposing to redesign this area to lengthen an existing bay, add two new bays, and add a second entrance to the range to improve access. Two new accessory structures, each sized 8’x16’, are proposed to be located near the new bays to be used for equipment storage.

Driveway & Parking

Currently, the site is served by a gravel drive from Hill and Dale Drive NW. This drive lacks proper crown and ditches which results in surface washout during the spring months and heavy rain events. The applicant is proposing to redesign the road slopes and add culverts to address these drainage needs and reduce surface washout. The location of the driveway itself will remain largely unchanged, except that a small area will be shifted to the north to increase the distance between the roadway and an existing wetland. In addition to the redesign of the driveway, a new parking area with space for 59 vehicles is proposed between the access drive and the general purpose gun range.

While typically driveways and parking areas serving commercial enterprises are required to be paved, rural parking lots outside of the City’s Urban Service Area may be allowed to be surfaced with alternative materials. Staff has reviewed the proposed plans and finds that the proposed gravel surface is appropriate for this site.

Anoka County has reviewed the proposed changes and did not have further comment.

Stormwater

As part of this update, grading will be completed on the site which warrants additional stormwater management. New stormwater facilities are planned in conjunction with the proposed improvements. The applicant has provided the necessary soil borings and technical

information to the City Engineer for review. The City Engineer’s comments are included in the attached memo.

Future Building Sites

Two building sites are identified south and southwest of the gravel driveway. These areas are intended to be used for building sites in the long-term. Since these locations have been identified on the plans as part of this CUP amendment, the future construction of these buildings would only require administrative review of the buildings at the time of building permit, rather than an additional amendment to the CUP.

ORDINANCE AMENDMENT

As the Zoning Code is written today, accessory structures located on gun club property must follow the number and size regulations listed in Section 10-68-03 which are based on the size of the lot. For example, lots exceeding 10 acres in size are allowed a total of 5,000 square feet of detached accessory structure square footage and a maximum number of two buildings per lot.

However, since approval of the original CUP in 1969, new accessory structures on the gun club site have been approved by amending the CUP. Currently, there are 24 accessory structures on the site ranging in size from 55 square feet to 4,900 square feet.

The applicant has requested an ordinance amendment to allow the City to authorize additional accessory structures on the property with approval of a CUP. The applicant is proposing to add a standard to Section 10-65-02 that would read, “the number and size of accessory structures associated with a gun club use may exceed the standards found in Section 10-68-03 with an approved conditional use permit.” This would allow the number of accessory structures and/or square footage to be determined by the CUP. Staff recognizes that this change is appropriate due to the unique context, use, and character of the gun club.

STAFF RECOMMENDATIONS:

Staff recommends the following:

- 1. Staff recommends approval of the amendment to the existing Conditional Use Permit for the Minnetonka Game and Fish Club of St. Francis with conditions and findings of fact.
- 2. Staff recommends approval of the zoning ordinance amendment to amend Section 10-65-02 to allow additional accessory structures for gun club uses with an approved CUP.

Suggested CUP Amendment Findings of Fact

- 1. The proposed CUP amendment is consistent with the City’s 2040 Comprehensive Plan and the proposed use is compatible with present and future land uses of the area.
- 2. With conditions, the proposed use conforms with all performance standards contained in the City’s Zoning Ordinance.
- 3. The proposed use is located outside of the City’s Urban Service Area and therefore will not overburden the City’s service capacity.

4. Traffic generation by the proposed use is within capabilities of streets serving the property.

Suggested CUP Amendment Conditions of Approval

1. Approval of this request is subject to the concurrent approval of the related ordinance amendment request pertaining to the MGFC project.
2. Applicant shall address all comments in the City Engineer’s memo.
3. Additional accessory structures and accessory structure square footage as shown in the plans dated August 17, 2023, including the two future building areas identified, are approved. Administrative review of the proposed buildings shall be required at the time of building permit.
4. All other conditions of the existing CUP remain in effect.
5. All fees and financial obligations shall be received by the City prior to the releasing of the approval documents for recording.
6. Other conditions identified during the review process by Staff, the Planning Commission, or the City Council.

PLANNING COMMISSION ACTIONS

After the public hearing and discussion, the Planning Commission could take one of the following actions:

1. Recommend approval with the conditions and findings of fact as presented by Staff:
 - a. Suggested motions:
 - i. Recommend approval of the amendment to the existing Conditional Use Permit for the Minnetonka Game and Fish Club of St. Francis with conditions and findings of fact as presented by Staff.
 - ii. Move to recommend approval of the ordinance amendment allowing additional accessory structures for gun club uses as presented by Staff.
2. Recommend denial with Planning Commissioners’ findings of fact.
3. Table the requests to the next Planning Commission meeting and provide direction to Staff and the applicant as to the additional information needed.

ATTACHMENTS

- Applicant Narrative
- Proposed Plans
 - Cover Sheet
 - Existing Conditions
 - Grading & Erosion Control Plan
 - Site, Utility, & Street Construction
- City Engineer Memo



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Colette Baumgardner, Community Development Director
SUBJECT: Code Enforcement Extension Request
DATE: 10-02-2023

OVERVIEW

When code enforcement actions begin, staff issues an Administrative Notice, not to exceed 20 days. Rules further establish the ability for staff to grant an extension of no more than 30 additional days. Extensions granted must be requested by the property owner in writing. If an extension is granted a new compliance deadline is established. If the code offense is not corrected or abated, as outlined within the prescribed time, staff would then issue a citation.

The property owner has come forward requesting an extension beyond the 30 days as set by City Code.

Property: 24335 Partridge St NW

Noticed for:

- *Illegal outdoor storage*

Property owner is requesting an extension to address the issues by: June 26, 2024.

The property is 2.5 acres and is located in the RR zoning district.



History:

This property has had a history of outdoor storage issues as far back as 2015. On 1/7/2019, City Council granted an extension for cleaning up the property, and the property was brought into compliance. More recently, the property came to attention of staff in 2022 while inspecting another property in the area.

In 2023, staff received a new complaint on the property and a notice was sent for the property in July. The property owner came forward quickly to request an extension. A significant amount of clean up was completed on the property during this extension, specifically on the driveway. The progress can be seen in the photos below. The property owner communicated promptly that she did not anticipate being able to meet the administrative 30-day extension to clean up the rest of the property due to working full-time and other family related events and circumstances.



During the site inspection on September 20, staff created an action plan with the property owner to determine when areas of the property will be cleaned. The action plan can be found in the attachments. The property owner understands that this clean up needs to be completed in this order, and the interim deadlines need to be met. If these interim deadlines are not met and/or previously cleaned areas have returned to storage areas, then a citation will be issued and actions for abatement may commence.

As can be seen in the photos in the attachments, the property has significant outdoor clean-up necessary, which is challenging in winter weather. The June extension seems reasonable to staff given the work that needs to be completed and the limitations of progress during the winter weather.

ACTION TO BE CONSIDERED

- Move to approve the extension request for code compliance until June 26, 2024.

ATTACHMENTS:

- Extension Request
- Proposed Clean Up Schedule
- Administrative Notice
- Photos of Existing Property

Proposed Clean Up Schedule

Checkpoint 1: 10/11/2023 at 1 pm

- Front Yard (All)
- Driveway
- South side yard
- South Back yard

Checkpoint 2: 10/25/2023 at 1pm

- Mid back yard

Checkpoint 3: 11/29/2023 at 1pm

- All of the wrap-around porch

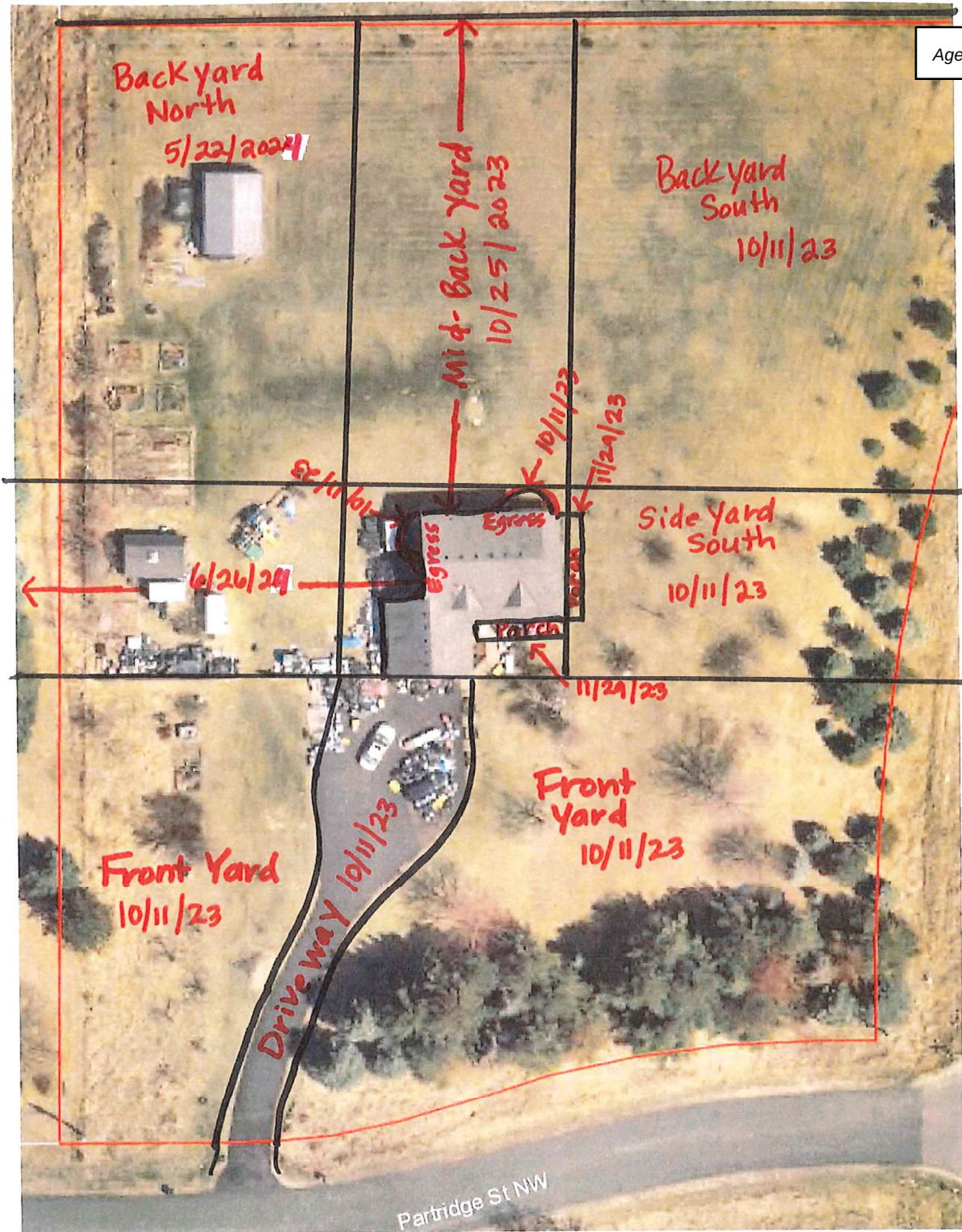
Checkpoint 4: 5/22/2024 at 1pm

- North Back yard

FINAL Checkpoint: 6/26/2024

- North side yard

Diagram on following page



Really Need Extension Time - We are continuing to make improvements - THANK You for extension. Need time to finish

Thank you

The Administrative Enforcement Program

The Administrative Enforcement Program was authorized by the St. Francis City Council to encourage property owners to address violations of City Code at their properties. An *Administrative Notice* informs the property owner of a violation and allows them to correct the violation(s) without penalty as long as it is corrected by the compliance date. *Administrative Citations* may be issued if the situation is not resolved or an extension granted. An *Administrative Citation* is not a criminal citation and you should not go to the courthouse to contest it.

Typical procedure

- An inspection of the property is made in response to a concern from a citizen, Councilmember, or city staff.
 - If a violation exists, an *Administrative Notice* is issued which will outline the violation, required action and deadline for compliance.
 - Immediately following the compliance date, a staff member will re-inspect the property to verify that the necessary corrections have been made.
 - If the violations are not corrected and an extension has not been approved, a *Citation* may be issued.
- Repeat Offenders. If the same owner or person commits a subsequent violation within twelve (12) months of after an administrative notice or citation has been issued for the same or similar offense, no compliance letter or administrative notice shall be required for the new violation.

and finish indoor/outdoor projects + Repairs + Cleaning etc.

How to request an extension

If you need additional time beyond the compliance date listed on the *Administrative Notice* to correct the violation(s), you may request an extension. To be granted an extension you must submit a written plan stating the action you will take to achieve compliance, and the expected date of compliance. Also, the extension must be filed on the Notice of Appeal/Extension form to the right and submitted to the City Clerk at City Hall, 23340 Cree Street NW St. Francis, MN 55070. Upon determination by the City Official issuing the *Administrative Notice* that the plan is adequate to remedy the violation, an extension may be granted. A request for an extension must be submitted on or before the compliance date on the *Administrative Notice*. No extension greater than 30 days will be granted. Please refer to City Code Section 2-11-3 for more information.

How to appeal an Administrative Citation

If you disagree with the City Official's findings and/or interpretation of the City Code, you may appeal an *Administrative Citation* or parts thereof. The appeal must be filed on the Notice of Appeal/Extension form to the right and submitted to the City Clerk at City Hall, 23340 Cree Street NW St. Francis, MN 55070. The appeal must be filed within 10 calendar days after the *Administrative Citation* has been mailed. Once an appeal is received, penalties and compliance will be suspended until the appeal is heard by a neutral, third-party Hearing Officer. There is an administrative hearing fee of \$750.00 should your appeal be denied. If the appeal is successful, both the penalty and hearing fee may be waived. Penalties and any hearing fees must be paid within 14 days of the date of decision. Please refer to City Code Section 2-11-4 for more information.

NOTICE OF EXTENSION/ Agenda Item # 9B.

Fill out this form and submit it to City Hall on before the compliance date if you wish to extension. Appeal requests must be received within 10 days of a citation.

Administrative Citation Number (if applicable) _____

Property Address: 24335 Partridge St NW -

☐ Appeal ☒ Extension request

(Only check one) Reason for extension/appeal: Deaths + funerals in family, family weddings, surgeries, health issues, 5 Adult kids going thru their stuff here now - having garage sale - and donate

House projects + repairs. Floors walls ceilings etc House repairs. Roof. Siding. Windows etc Repairing Garage and Shed Redoing Driveway - Repair and Tar

finishing yard projects Summer + fall - Will keep cleaning up property every week - Need more time to finish house + shed + yard projects

Want to have projects + repairs done + ready winter Cleaning + going thru house + garage + shed

Attach additional pages if needed. Please attach your written plan of action if an extension is requested.

I certify that I am the owner of the property and the information contained herein is correct to the best of my knowledge.

Signature: Rm Bloch

Print Name: Joe and Ruth Bloch

Phone Number: (763) 321-4125 Date: Sept 16

Mailing Address: 24335 Partridge St NW St Francis, MN 55070

June 3, 2024

Really Need Extension Time - THANK You.

Really need time extension.



ADMINISTRATIVE NOTICE

OPEN IMMEDIATELY
BLOCH JOSEPH L & RUTH M
24335 PARTRIDGE ST NW
ST. FRANCIS, MN 55070

Issue Date: 7/26/2023

Regarding Address: 24335 PARTRIDGE ST NW
ST. FRANCIS, MN 55070

This is an **Administrative Notice** issued under St. Francis City Code Chapter 2-11. If you correct the conditions leading to this **Notice** before the compliance date, there will be no further action. If the conditions are not corrected as of the compliance date, an **Administrative Citation** may be issued.

The following violations of St. Francis City Code were documented:

Violation: Illegal outdoor storage

City Code/ Summary: 8-2-1. General provisions.

- A. *Findings.* The Council finds that unregulated deposit and storage of junk and unregulated storage and non-mandatory collection of refuse are not only a potential, but immediate, habitat for rodents, the spread of noxious weeds and other hazardous conditions of decay which are unsanitary, unhealthy, and ecological blight. The Council further finds that such hazardous conditions must not only be halted in the future but also corrected for the present. The Council recognizes that the regulations, prohibitions and remedies provided for herein are bold steps but absolutely essential to the health of the residents and ecology of the community.
- B. *Definitions.* The following term, as used in this Section, shall have the meanings stated:
 - 1. **Refuse** means and includes all organic and inorganic:
 - (1) Material resulting from the manufacture, preparation of serving of food or food products;
 - (2) Spoiled, decayed or waste food from any source;
 - (3) Bottles, cans, glassware, paper or paper products, crockery, ashes, rags and discarded clothing;
 - (4) Tree, lawn or bush clippings and weeds;
 - (5) Furniture, household furnishings or appliances, or parts or components thereof; or

- (6) Human or household waste of all kinds not included in any other portion of this definition.
2. **Junk** means and includes all:
 - (1) Unregistered, unlicensed or inoperable (including, but not limited to, the lack of component parts) motor vehicles, motorized vehicles or equipment, bicycles, boats, outboard motors, or trailers, or parts or components thereof;
 - (2) Inoperable (including, but not limited to, the lack of component parts) agricultural implements or parts or components thereof, machines and mechanical equipment of all kinds or parts of components thereof, and by-products or waste from manufacturing operations of all kinds;
 - (3) Used lumber or waste demolition; or
 - (4) Felled trees and tree branches that are not immediately processed into lumber, wood for fuel, fence components, or other such ultimate use.
 3. **Nuisance** means and includes (1) maintaining or permitting a condition which unreasonably annoys, injures or endangers the safety, health, morals, comfort or repose of any considerable number of members of the public; (2) interfering with obstructing or rendering dangerous for passage, any street, public right-of-way or waters used by the public; or (3) any other act or omission declared by law to be a public nuisance.
 4. **Residential premises** means any building consisting of any number of dwelling units, each with individual kitchen facilities, and in the case of multiple dwelling units in such building, each unit shall be considered "residential premises".
 5. **Commercial premises** shall consist of two types: (1) any premises where a commercial, industrial or governmental enterprise of any kind is carried on where food is prepared or served from a central kitchen, including restaurants, clubs, churches, schools and health care facilities; or, (2) any premises where a commercial, industrial or governmental enterprise of any kind is carried on where food is not prepared or served.
- C. *Refuse Storage.*
1. It is unlawful for any person to store refuse on residential or commercial premises, type (2), for a continuous period in excess of seven (7) days.
 2. It is unlawful for any person to store refuse on commercial premises, type (1), for a continuous period in excess of ninety-six (96) hours.
 3. It is unlawful to store organic refuse unless it is drained, wrapped (in paper or plastic) and placed in an impervious and leak-proof container with a tight-fitting cover.
- D. *Mandatory Collection of Refuse.*
1. It is unlawful for each occupant of residential or commercial (of either type) premises to fail or refuse to subscribe for, receive and pay for (at going rates for the class of service) the refuse collection services of a garbage and refuse hauler licensed by the City.
 2. It is unlawful for any person to obstruct a licensed garbage and refuse hauler in the performance of its duties.
 3. If any person fails or refuses to comply with Section 8-2-1.E.1 of this Code, the City may, upon fifteen (15) days' notice in writing mailed to the owner of such premises at the address appearing on the tax rolls of the County, and as an additional and not alternate to any other remedy provided herein, subscribe and pay for the services of such hauler and certify all costs to the County Auditor to be spread upon the tax rolls as a special assessment on the subject premises.

- E. *Junk Storage.*
- 1. It is unlawful to park or store junk on any premises unless it is housed within a completely enclosed building or on duly licensed junk dealer premises.
 - 2. If any person fails or refuses to comply with Subparagraph A of this Subdivision, the City may, upon fifteen (15) days' notice in writing mailed to the owner of such premises at the address appearing on the tax rolls, and as an additional and not alternate to any other remedy provided herein, physically remove the junk, dispose of it as valueless, and certify all costs thereof to the County Auditor to be spread upon the tax rolls as a special assessment on the subject property.
- F. *Nuisance.* It is unlawful for any person to permit or maintain a nuisance upon any premises.
- G. *Additional Unlawful Acts.*
- 1. It is unlawful for any person to deposit offal or the body of a dead animal in any place other than a sanitary landfill or other facilities approved by statute of the City Code.
 - 2. It is unlawful for any person to store, deposit or dispose of any refuse which is in flames or heated to the point of danger of fire.
- H. *Exception.* This Section shall not apply to premises on which only one unlicensed or inoperable motor vehicle is stored.

Action Required: Remove excessive exterior storage of items and trash cans or store in an enclosed building, or the garage.
Compliance Date: 8/17/2023
Potential Initial Fine: \$100.00

Please refer to the enclosed Administrative Citation Program brochure for more information on how to appeal this citation. You can view the full city code online at: www.stfrancismn.org/City-code/ or you can obtain a copy of the City Code Chapter 2-11 at St. Francis City Hall located at 23340 Cree Street NW, St. Francis, MN 55070.

Please note that payment does not satisfy the above required actions. If your property is not brought into compliance, subsequent citations can be issued. The City may access your property to abate the conditions leading to the violation. If unpaid, penalties and abatement costs will be charged to your property taxes in the form of a Special Assessment.

Fee Schedule

1 st Offense:	\$100
2 nd Offense:	\$200
3 rd Offense:	\$500
4 th Offense:	\$1,000
5 th Offense and Beyond:	\$2,000

Contact the Community Development Department with questions.
763-753-2630



09/20/2023 13:05



09/20/2023 13:08



09/20/2023 13:09



09/20/2023 13:09



09/20/2023 13:12



09/20/2023 13:12



09/20/2023 13:13



09/20/2023 13:14



09/20/2023 13:14



09/20/2023 13:14



09/20/2023 13:15



09/20/2023 13:16



09/20/2023 13:16



09/20/2023 13:16



09/20/2023 13:18



09/20/2023 13:19



09/20/2023 13:19



09/20/2023 13:25



09/20/2023 13:27



09/20/2023 13:25



09/20/2023 13:26



09/20/2023 13:26