

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
JULY 1, 2019
ST FRANCIS AREA SCHOOLS DISTRICT OFFICE
4115 Ambassador Blvd NW
6:00 PM

1. Call to Order
2. Roll Call
3. Adopt Agenda
4. Consent Agenda
 - A. City Council Minutes – June 17, 2019
 - B. Ratify the Appointment of Jennifer Wida for the Acct Tech/Deputy Clerk position
 - C. Rivers Edge – Land Surveyor's Certificate of Plat Correction
 - D. The Meadows Development Agreement
 - E. Routine Replacement of Zero Turn Mower
 - F. HVAC Contract Renewal with UHL
 - G. Payment of Claims
 - H. Anoka County Federal Urban Qualification
5. MEETING OPEN TO THE PUBLIC
6. SPECIAL BUSINESS
7. PUBLIC HEARINGS
8. OLD BUSINESS
9. NEW BUSINESS
 - A. Ordinance 249, Second Series - Chapter 6, Section 8. Pawn Brokers
 - B. Ordinance 250, Second Series - Chapter 4, Section 6. Rental Housing Licensing
10. MEETING OPEN TO THE PUBLIC
11. REPORTS
 - A. Department Reports – Community Development Quarterly Report
 - B. Councilmember Reports -
 - C. Upcoming Events –
 - July 4 City Offices Closed – Holiday
 - July 11 Free Car Seat Safety Clinic @ St. Francis Police Dept. 4-7pm
 - July 15 City Council Meeting @ St. Francis Area Schools District Office 6:00 pm
 - July 20 Recycling Event @ LePage and Sons, 9 am - noon
 - Aug 5 City Council Meeting @ St. Francis Area Schools District Office 6:00 pm
12. ADJOURNMENT

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

**CITY COUNCIL MINUTES
JUNE 17, 2019**

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**

The regular City Council meeting was called to order at 6:00 pm by Mayor Steve Feldman.

2. **ROLL CALL**

Members present: Mayor Steve Feldman, Councilmembers Kevin Robinson, Joe Muehlbauer, Robert Bauer and Sarah Udvig.

Also present; Assistant City Attorney Dave Schaps (Barna, Guzy & Steffen), City Engineer Craig Jochum (Hakanson Associates, Inc.), Planner Beth Richmond (HKgi), City Administrator Joe Kohlmann, Community Development Director Kate Thunstrom, Police Chief Todd Schwieger, Fire Chief Dave Schmidt, Public Works, Director Paul Teicher, Finance Director Darcy Mulvihill and City Clerk Barb Held.

3. **APPROVAL OF AGENDA**

MOTION BY ROBINSON SECOND BAUER APPROVING THE REGULAR CITY COUNCIL AGENDA. Motion carried 5-0.

4. **CONSENT AGENDA**

MOTION BY MUEHLBAUER SECOND UDVIG APPROVE THE CONSENT AGENDA ITEMS A-J AS FOLLOWS:

- A. City Council Minutes – June 3, 2019
- B. Fire Department - Radio Replacement
- C. Fire Department - Surplus Property – Resolution 2019-21
- D. TNT Retail Sale of Fireworks in County Market Parking Lot
- E. Kwik Trip–Tobacco Sales and 3.2 Malt Liquor Licenses @ 4020 233rd Ave NW
- F. Public Works – Approval of DNR Water Supply Plan
- G. Public Works – Surplus Equipment – Resolution 2019-22
- H. Payment of Claims \$603,471.33 (ACH 260E-261E \$227,694.09 and Checks 75997-76065 \$375,777.24)
- I. Rivers Edge Letter of Credit Reduction
- J. City Council Work Session Notes- June 12, 2019

5. **MEETING OPEN TO THE PUBLIC**

None

6. **SPECIAL BUSINESS**

A. **Water Meter Replacement**

Public Works Director Paul Teicher stated after the Work Session last week staff asked the city attorney what our next step was and how to proceed with a larger

purchase regarding bidding out the project. As per our attorney, because of the cost being over \$175,000 we need to go out for formal bids. I did contact our engineer to help prepare a Request for Proposal (RFP) for this purchase. City Administrator Joe Kohlmann gave a power point presentation on water meter replacements. Recently the City has contracted out the water meter reading service with RMR. That contracted service ended April 1st of this year. The City did find a short-term solution through the end of July. The cost of reading the meters is approximately \$36,000 annually. Technology for meter reading has advanced to radio read, eliminating reading the meters manually. Radio read technology allows for better monitoring for potential leaks and up to the minute usage. The estimated cost is approximately \$500,000 - \$650,000 and would likely be financed over 10 years. It is anticipated the \$36,000 annual meter-reading contract would be eliminated. The cost would be split between the water and sewer funds. With going out for bids, it is anticipated this could be considered at the July 15th meeting. The City expects full replacement of the water meters in about 20 weeks.

Feldman asked Teicher if he reached out to the City of Ramsey because they just went through a change out. Teicher said no I have not. Feldman asked Teicher to explain the benefits for the meter replacement. Teicher explained some of the benefits; daily review of the usage if there is a high usage we don't have to wait for a month and then go out to do re-reads, more control on our end. Feldman said it only effects people on water/sewer. I have looked at some of the high miss reads. Udvig thinks it is going to help a lot of people that might have a problem with a leak, you would have to wait a whole month before you realize it. Bauer said we have to come into the 2000's with our technology. We have old meters out there. Better understanding of our usage. Muehlbauer asked about the software; does that comes with the meters. Teicher said yes, there is software and annual maintenance agreements. About a twenty year life with the batteries on the meters. Robinson stated technology is here might as well use it. Not adding employees and real time with usage and can be check daily. I am all for it. Feldman likes to have control of it and not a third party company. The water treatment plant came on line in December 2008 and will utilize the new meters that have been installed since then hopefully only the head needs to be changed. Feldman said where we can't only change the heads the whole meters will need to be replaced. Kohlmann said we will come back for formal action at the July 15, 2019 City Council meeting.

7. **PUBLIC HEARING**

None

8. **OLD BUSINESS**

None

9. **NEW BUSINESS**

A. River's Edge

Planner Beth Richmond gave a power point presentation on the 2nd Addition of the Rivers Edge Development. This does conform to the original approved PUD Development Plan. The applicant is requesting final approval for six lots total. Five the lots will be villa homes located on the eastern portion of the site and the 6th lot will be located to the west of Quay Street. Engineer's comments were included in the packet. Richmond stated the council could approve, deny or table the application to request additional information. The developer's agreement is before you this evening for the 2nd Addition subject to City Attorney's approval as to form. Robinson questioned the park dedication fee. Bauer asked what is the attorney information that needs to be tweaked. Richmond stated we just need to add the park dedication amount in the agreement.

1) 2nd Addition Final Plat – Resolution 2019-23

MOTION BY UDVIG SECOND MUEHLBAUER TO ADOPT RESOLUTION 2019-23 A RESOLUTION APPROVING THE FINAL PLAT AND FINAL PLANS FOR THE 2ND ADDITION OF THE RIVERS EDGE PLANNED UNIT DEVELOPMENT. Motion carried 5-0.

2) Development Agreement (to be provided)

MOTION BY MUEHLBAUER SECOND BAUER TO APPROVE THE DEVELOPER'S AGREEMENT FOR THE 2ND ADDITION, SUBJECT TO APPROVAL AS TO FORM. Motion carried 5-0.

B. 2019 Street Rehabilitation Project – Accepting Bid and Awarding Project/Resolution 2019-24

City Engineer Craig Jochum reported the city received bids for the rehabilitation (mill and overlay) of Woodbine Street, 233rd Lane, 227th Avenue, Stark Drive, Yucca Street and Vintage Street. This project will be financed with Municipal State Aid Funds and local funds. Four bids were received:

ASTECH Corporation \$315,049.15

OMG Midwest Inc. dba Minnesota Paving and Materials \$363,781.94

Rum River Contracting \$385,132.39

Knife River \$432,827.04.

The engineers estimate was \$363,639.00. ASTECH Corporation reference checks came back good where they had completed similar work. .

Robinson almost a \$50,000 difference to the highest, any surprises. Jochum their price might have been similar to what you would of received last year. Not saying there might not be a change order but their references came back good plus a change order needs to be justifiable.

MOTION BY BAUER SECOND ROBINSON TO ADOPT RESOLUTION 2019-24 ACCEPTING BIDS AND AWARDING CONTRACT FOR THE 2019 STREET REHABILITATION PROJECT. Motion carried 5-0.

10. MEETING OPEN TO THE PUBLIC

None

11. **REPORTS**

A. Department Reports – Public Works

Teicher reported the hydrant flushing was completed in three days. Before the water treatment plant we would flush hydrants two times a year and it took about 2-3 weeks to complete. 137 locates this month. Streets/Parks have been doing lots of mowing, with all the activities in parks.

Feldman asked about the lift station inspections and the meter re-reads. OPUS will still be doing our utility billing.

Bauer asked if the large users will use the new meters? That will have to be discussed further. Do not flush down anything that does not come out of you. Teicher said last week we had a hockey puck in one of the lift stations.

Robinson asked about the road grading, more this year. Teicher said staff is trying to stay on top of grading. Potholes will be taken care of with cold patch that has not been completed already.

Muehlbauer said keep up the good work. Council liked the report

B. Councilmember Reports-

Udvig - attended Pioneer Days, parade and coronation in the park. Next Monday School Board meeting is Troy Ferguson last school board meeting.

Bauer - enjoyed Pioneer Days events. Thank you to all the police/fire departments' tough couple of days with the accidents.

Muehlbauer - thanked the police/fire departments too. Enjoyed fireworks.

Robinson - also wanted to thank the police/fire departments. Enjoy the off week memo's that we receive. Concerned about the amount and levels of the DWI's.

Understand they are from people outside of our community too. Attended the work session last week meeting.

Feldman - thanked the reserve officers too. Commend the police/fire too with the recent accidents. The coronation was shorter this year because of it being in the park and the time limit they were given. They: Jacquie, Malcolm Beck, Steve Kane, Jerry Tveit do an awesome job putting on the pageant and thanked all the girls. July they will be starting Riverbank Lane street improvement. With the new meters, we are looking out 20-25 years. When you have a problem come forward, bring your question forward. Like Council member, Robinson said before if you can put 30 minutes on the keyboard (social media) you can spend 15 minutes and come and talk to us. MnDOT information can be found on our website. Your input is important. If you want to know what is going on come to the MnDOT meetings. We want your input. We will never be 100% accident free. Changes that are done now will be here for 50 years. Safety is our first goal. Reach out to help us to serve you better. Single your turns leaving the roundabouts. Kwik Trip is coming along and should be opening August 15th. Enjoy the July 4 holiday. Be careful with the fireworks and be courteous to your neighbors.

C. Upcoming Events -

July 1 City Council Meeting @ St. Francis Area Schools District Office 6:00 pm
July 4 City Offices Closed – Holiday
July 15 City Council Meeting @ St. Francis Area Schools District Office 6:00 pm

12. **ADJOURNMENT**

There being no further business, Mayor Feldman adjourned the regular city council at 6:47pm.

Barbara I. Held, City Clerk

DRAFT

**CITY COUNCIL
AGENDA REPORT**
Agenda Item #:
4B

TO: Mayor & City Council
FROM: Barb Held, City Clerk
SUBJECT: Hire Accounting Tech/Deputy Clerk
DATE: July 1, 2019

OVERVIEW:

As previously reported at the June 3, 2019 City Council meeting, staff was given authorization to fill the vacant Accounting Tech/Deputy Clerk position. After reviewing various options for contracting out portions of this position, it was determined there was still administrative work that would be left unassigned. Therefore, an ad was placed on the League of MN Cities website, the City's website and posted at City Hall. Thirty-eight applications were received for this position. Thirteen applicants were interviewed on June 5 and four were brought in for a second interview on June 11. The interview panel recommended Jennifer Wida to move on to have a background and work place assessment completed. We are happy to say Jennifer (Jenni) passed all testing, background checks successfully and was recommended for hire. Jenni's first day of employment with the City of St. Francis will be July 1, 2019.

ACTION TO BE CONSIDERED:

Motion to officially ratify the June 3, 2019 action allowing the City Administrator to appoint the successful candidate upon successful completion of the hiring process.

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 C

TO: Joe Kohlmann, City Administrator
FROM: Barb Held, City Clerk
SUBJECT: Land Surveyor's Certificate of Plat Correction
DATE: July 1, 2019

OVERVIEW:

Wenck Associates the Land Surveyors for the Rivers Edge Development noticed an error in several distances on the survey. In order to correct these errors, the changes must be approved by the City Council.

ACTION TO BE CONSIDERED:

Authorize the Mayor and City Clerk to sign the Surveyor's Certificate of Plan Correction to the plat of the River Edge Development.

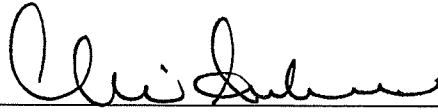
BUDGET IMPLICATION:

None.

Attachments: Notice of changes

I hereby certify that this Surveyor's Certificate of Plat Correction was prepared by me or under by direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 17th day of JUNE, 2019



Chris Ambourn, Licensed Land Surveyor
Minnesota License No. 44035

This Surveyor's Certificate of Plat Correction to the plat of RIVERS EDGE was approved by the City of St. Francis, Minnesota at a regular meeting held this ____ day of _____, 2019.

City of St. Francis, Minnesota

_____, Mayor

_____, Clerk

County Surveyor
Anoka County, Minnesota

This Surveyors Certificate of Plat Correction has been reviewed and is approved this ____ day of _____, 2019.

_____, Anoka County Surveyor
Charles F. Gitzen

This instrument was drafted by:
Wenck Associates, Inc.
1802 Wooddale Drive
Woodbury, MN 55125

I hereby certify that this Surveyor's Certificate of Plat Correction was prepared by me or under by direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 17th day of JUNE, 2019



Chris Ambourn, Licensed Land Surveyor
Minnesota License No. 44035

This Surveyor's Certificate of Plat Correction to the plat of RIVERS EDGE was approved by the City of St. Francis, Minnesota at a regular meeting held this ____ day of _____, 2019.

City of St. Francis, Minnesota



_____, Mayor

_____, Clerk

County Surveyor
Anoka County, Minnesota

This Surveyors Certificate of Plat Correction has been reviewed and is approved this ____ day of _____, 2019.

_____, Anoka County Surveyor

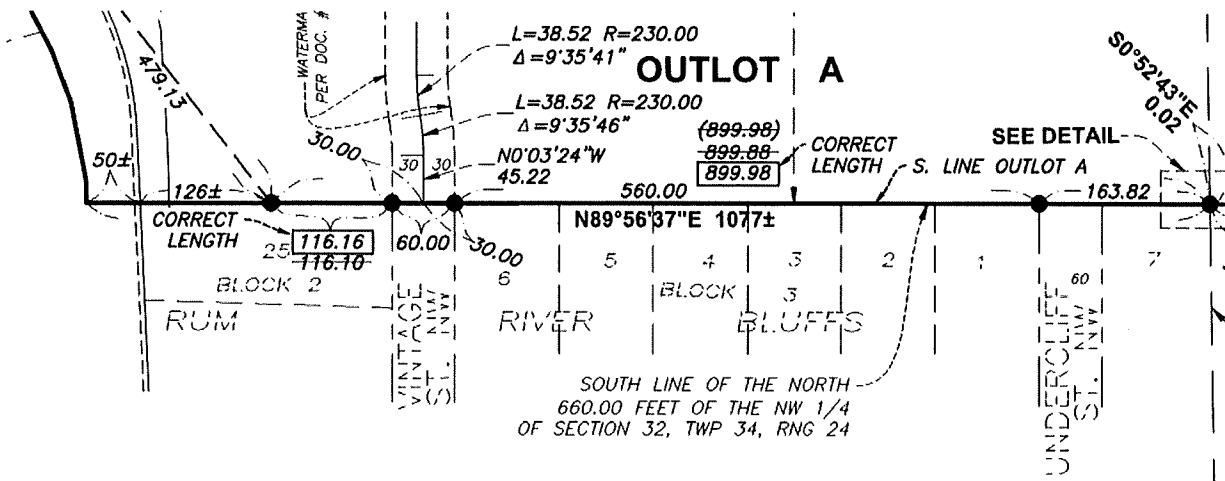
Charles F. Gitzen

This instrument was drafted by:
Wenck Associates, Inc.
1802 Wooddale Drive
Woodbury, MN 55125

LAND SURVEYOR'S CERTIFICATE OF PLAT CORRECTION

Pursuant to the provisions of Minnesota Statutes, Section 505.175, I, Chris Ambourn, a duly Licensed Land Surveyor in and for the State of Minnesota declares as follows:

1. That the plat of RIVERS EDGE dated June 15, 2018 and filed on July 23, 2018 in the Office of the County Recorder/Registrar of Titles, Anoka County, Minnesota, as Document Number 2204785.001.
2. That said plat contains errors, omissions or defects described in particular as follows:
 - a. That several distances on the south line of Outlot A are erroneous as shown below.
 - b. The length of the south line of Lot 3, Block 1, labeled as 135.06 on Sheet 2 is in error.
3. That said plat is hereby corrected in particular as follows:
 - a. The distances on the south line of Outlot A are corrected as shown below.
 - b. The length of the south line of Lot 3, Block 1, on Sheet 2 is 135.00.



TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Meadows Townhome Development Agreement
DATE: July 1, 2019

OVERVIEW

Development Agreements are put in place when property is development to provide minimum standards for roads, landscaping, erosion and other related issues.

The original Meadows of St. Francis Development agreement was put in place in 2004. Since that time the property has changed hands and the completion of the project has not yet been completed.

As the City has entered into a new agreement with Joshua Markum homes to complete the buildings, the Development Agreement has been updated to reflect the remaining areas to be addressed. Items related to the creation and installation of roads, water and sewer infrastructure has been completed and removed from the original document. Items that address landscaping, erosion control and grading will be as in the updated agreement.

ITEMS TO BE DICUSSED:

Staff requests the approval of the Meadows Townhome Development Agreement as revised in 2019.

ATTACHMENTS:

Development Agreement for Meadows of St. Francis with Joshua Markum Builders.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2019, by and between **THE CITY OF ST. FRANCIS**, a Minnesota municipal corporation (“**City**”) and **Joshua/Markum Builders, Inc.**, a Minnesota corporation (“**Developer**”).

WITNESSETH:

WHEREAS, the City approved on July 6, 2004, the final plat of MEADOWS OF ST. FRANCIS, said land legally described as Lots 1-66, Block 1, MEADOWS OF ST. FRANCIS and Lot 1, Block 2, MEADOWS OF ST. FRANCIS and Outlot A, MEADOWS OF ST. FRANCIS.

WHEREAS, a development contract between the then owner and the City of St. Francis was executed on August 2, 2004;

WHEREAS, the Developer is the owner of Lots 1-9 inclusive, Lots 12-22 inclusive, Lots 43-56 inclusive and Lots 59-66 inclusive, Block 1, MEADOWS OF ST. FRANCIS, Anoka County, Minnesota;

WHEREAS, as a condition to the sale of the property from the St. Francis EDA to the Developer, the Developer must execute this Development Agreement with regard to the remaining work to be completed upon the property in accordance with the original development contract and the requirements of the City of St. Francis and the City of St. Francis EDA;

WHEREAS, the original developer of the property generally completed most of the improvements required by the prior development agreement;

WHEREAS, in order to insure compliance with City code, ordinances and regulations in the development of the property within the plat of MEADOWS OF ST. FRANCIS and to provide for construction of the required improvements therein, it is necessary for the City and the Developer to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the City and the Developer agree as follows:

1. Plan. The Developer is the fee owner of certain lands in the City legally described on Exhibit A (the “**Property**”) and has asked the City to approve the plan for the property located within the plat of MEADOWS OF ST. FRANCIS (hereinafter referred to as the “**Plan**”).
2. Right to Proceed. Unless a written exemption is provided by the City to Developer, within the Property, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this Contract has been fully executed by both parties and filed with the City Clerk; 2) the Developer has submitted a title insurance policy to the City establishing that good and marketable title to the Property is in the name of the Developer; 3) Developer has obtained all necessary permits from all federal, state and local governmental entities; 4) Developer has submitted to City the Insurance Binder required herein; and 5) the City’s administrator or community development director has issued a letter that conditions 1 through 4 herein have been satisfied and that the Developer shall proceed.
3. Improvements. In developing the Property in accordance with the Plans, the Developer shall make and pay for the following public and private improvements (collectively, the “Improvements”):
 - a. lot grading and all temporary and permanent erosion control measures;
 - b. final asphalt lift (unless previously completed by the prior developer pursuant to the prior development agreement or otherwise required by the City Engineer);
 - c. surveying and staking (unless previously completed by the prior developer pursuant to the prior development agreement); and
 - d. landscaping.
4. Time of Performance. The Developer shall install all public and private Improvements for the development by _____, 20____.
5. Easement; Right of Entry. The Developer hereby grants to the City, its agents, representatives, employees, officers, and contractors, a right of entry to access all areas of the Property to perform any and all work and inspections necessary or deemed appropriate by the City during the installation of Improvements, or to take any corrective actions deemed necessary by the City. The right of entry hereby conveyed by the Developer to the City shall continue until the City accepts all of the Improvements. The City will provide the Developer with reasonable notice prior to exercising its rights hereunder, except in the case of an emergency.

6. Erosion Control.

- a. Prior to commencing site and/or lot grading, the Erosion Control Plan shall be implemented by the Developer and inspected and approved by the City. The City may impose any additional erosion control requirements deemed beneficial by the city engineer through such time as the last home site is completed within the Property. All areas of the Property disturbed by the excavation and back filling operations shall be reseeded immediately after completion of the work in that area.
- b. The erosion control measures specified in the Plans shall be binding on the Developer and its successors and assigns.

7. Grading Plan.

- a. Grading on the Property shall be in accordance with the approved grading and erosion control Plans and in conformance with the City's specifications. Within thirty (30) days after completion of grading, the Developer shall provide the City with an "as constructed" grading Plan including certification by a registered land surveyor or engineer that all grading has been performed and completed in accordance with the Plans. No building permits for structures within the Subdivision shall be issued until the certified Grading Plan has been implemented and on file with the City and all conditions regarding access included within this Agreement have been implemented.
- b. Grading shall be completed by _____, 20____. Upon completion of grading, the city engineer shall inspect the Property and determine whether grading has been performed in accordance with the grading Plan. No building permits or other approvals shall be issued by the City until the Developer completes grading to the satisfaction of the city engineer.

8. Hours of Construction; Noise and Dust Control. The Developer shall limit grading and construction of Improvements within the Subdivision to between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday and 8:00 a.m. and 5:00 p.m. on Saturday. All other construction activities shall take place only during the hours permitted by the City Code. The Developer shall provide dust control to the satisfaction of the city engineer/staff through all construction within the Property and shall exercise due diligence with regard to the activities of third parties not under the Developer's control.

9. Streets and Sidewalks.

- a. Initial Construction. A private internal roadway shall provide access to each of the proposed units. The private roadway provide two access locations to the subdivision. The private roadway shall be improved with a final lift of asphalt if not completed by the original developer or if required by the City Engineer. The Developer shall obtain all necessary approvals from MnDOT, if any.

b. Maintenance of Private Streets. The Developer and its successors or assigns as the fee owner of the Property shall be responsible for maintaining the private streets and for observing all applicable laws and regulations. The Developer shall adopt a satisfactory maintenance schedule or inspection and cleaning of the streets. The Developer shall annually sweep the streets. The cost of all maintenance shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property. The Developer may pass this obligation on to a successor homeowners association if specified in the declaration and amendment of such provision in the declaration requires City approval.

10. Landscaping. Landscaping shall be installed in the Subdivision in accordance with the approved Landscaping Plan and as may be required by code. The Developer shall plant one tree on every lot in the Property. The tree shall be selected from among the following species:

Maples (including Norway, "Schwedler" and "Sugar");
Linden, American (Basswood);
Linden, Littleleaf (and varieties "Greenspire" and "Redmond");
Green Ash (and varieties "Marshalls" and "Summit");
Honeylocust (and varieties "Imparial", "Skyline" and "Sunburst");
Hackberry; and
Oak.

The minimum tree size shall be two inches caliper, either bare root in season or balled and burlapped. The trees shall not be planted in the boulevard. The Developer shall assure that the front and side yards of each lot are properly graded, three inches of topsoil added, sod laid to complete front yard (including right-of-way) and sod to remainder of disturbed area of lot. Weather permitting, the trees and sod shall be planted before a Certificate of Occupancy is issued for a lot. All required trees and sodding shall be provided within ninety (90) days after completion of the improvements or before a Certificate of Occupancy is issued for a lot, whichever first occurs. In the event that weather conditions prohibit the planting of trees and sodding, the Developer shall provide proof of escrow or financial security in the amount of \$300.00 per tree and \$2,000 for sodding of the property, or such higher amount as may be specified by code. All required trees and sodding shall be provided no later than October 1 of every year, unless an extension is granted by the City. Once the required trees have been planted or sod laid, the City will release the security.

11. Construction Activities and Clean Up. The Developer shall promptly clean any and all dirt and debris from the streets within the subdivision and all other streets or roads adjacent thereto resulting from construction work performed by the Developer, its contractors, agents or assigns in constructing the Improvements.

12. City Engineering Administration and Construction Observation. The Developer shall pay a fee for engineering administration and legal expenses. City engineering administration will include reviewing development plans, monitoring of construction,

consultation with Developer and his engineer on status or problems regarding the project, coordination for final inspection and processing of requests for reduction in security. Fees for this service shall be at standard hourly rates. Legal fees will include preparation of the Development Agreement and advice and counseling with the engineer and City administrator and staff regarding the Agreement, permits or any other aspect of this project. Legal fees shall be at the standard hourly rate. The Developer shall pay for construction observation performed by the City's consulting engineer. Construction observation shall include part or full time inspection of proposed grading and utilities and will be billed on standard hourly rates.

13. Responsibility for Costs.

- a. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Property, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the project, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the Property, as well as preparation of record drawings.
- b. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from project approval and development. The Developer hereby indemnifies the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees and costs.
- c. The Developer shall reimburse the City for reasonable costs incurred in the enforcement of this Contract, including engineering and attorneys' fees.
- d. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments, if any. This is an obligation of the Developer, its successors and assigns and shall continue in full force and effect even if the Developer sells the entire Property or any part of it.
- e. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. If the bills are not paid on time and Developer has been notified of such non-payment, the City may halt the development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of ten percent (10%) per year.
- e. In addition to the charges herein and special assessments referred to herein, other charges as required by City ordinance if not already imposed upon the initial developer, may be imposed such as, but not limited to, sewer access charges ("SAC"), City water access charges ("WAC"), and building permit fees.

14. Developer's Default. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, after written notice thereof and expiration of the cure period, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City (in which event no notice is necessary), is first given notice of the work in default, not less than five (5) days in advance. This Contract is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part upon the Property to recover the costs thereof. For this purpose, the Developer expressly waives any procedural and substantive objections to the special assessments, if any, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the property.
15. Insurance. The Developer agrees to take out and maintain or cause to be taken out and maintained until immediately after the City accepts the Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Limits for bodily injury and death shall be no less than \$2,000,000.00 for each occurrence; limits for property damage shall be no less than \$1,000,000.00 for each occurrence; or a combination single limit policy of \$2,000,000.00 or more. The City shall be named as an additional insured on the policy. The Developer shall provide the City with an insurance binder evidencing the required coverage prior to the City signing this Agreement. The insurance binder shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance.
16. Maintenance of the Property. The Developer shall be responsible for all mowing, controlling weeds and general maintenance within the Property. The Developer shall not leave, deposit or bury any cut trees, timber, debris, earth, rocks, stones, soil, junk, rubbish or any other waste materials on the Property. The Developer shall not be required to post a separate escrow to secure this obligation. The City shall provide the Developer with written notice and, except for emergencies, shall allow the Developer thirty (30) days to correct or take such other action as is necessary to perform the required maintenance or removal of waste material within the Property. Nothing herein shall obligate the City to perform maintenance or waste removal work within the Property but the City at its sole discretion, shall have the right to do so.
17. Permits. To the extent required, the Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, including but not limited to the following:
- City of St. Francis Building Permits

- 18. Compliance with Laws and City Approvals.** The Developer agrees to comply with all laws, ordinances and regulations of Minnesota and the City applicable to the Subdivision. The Developer agrees to complete the Property in compliance with all City approvals. This Agreement shall be construed according to the laws of Minnesota. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits and certificates of occupancy, following the passing of applicable notice of cure provisions.
- 19. Notices.** Required notices to the parties to this Agreement shall be in writing, and shall be either delivered or mailed by registered or certified mail at the following addresses:
- a. As to the City: St. Francis City Hall
23340 Cree St. NW
St. Francis, MN 55070
- b. As to the Developer: Joshua/Markum Builders, Inc.
901 W Main St., Suite 100
Anoka, MN 55303
- 20. Agreement Runs with the Land.** This Agreement shall run with the land and shall be recorded against the title to the Property. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to all the Property and that there are no unrecorded interests against the Property. The Developer hereby agrees to indemnify and hold the City harmless for any breach of the foregoing covenants.
- 21. Indemnification.** The Developer hereby agrees to indemnify and hold the City and its officials, employees, contractors and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from approval of the Subdivision. The Developer hereby agrees to indemnify and hold the City and its officials, employees, contractors and agents harmless for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees, except matters involving acts of gross negligence by the City.
- 22. Assignment.** The Developer may not assign this Agreement without the written permission of the City, which permission shall not be unreasonably denied or delayed. No assignment shall be effective unless the assignee assumes in writing all obligations of the Developer under this Agreement and the documents related thereto and evidencing such assumption shall be in a form reasonably acceptable to the City.
- 23. Severability.** If any portion, section, subsection, sentence or clause of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate any other section of this Agreement.

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

[The remainder of this page is intentionally left blank. Signature pages to follow.]

City Signature page to Development Agreement

CITY OF ST. FRANCIS

BY: _____
Steven D. Feldman

ITS: Mayor

(SEAL)

BY: _____
Barbara I. Held

ITS: City Clerk

STATE OF MINNESOTA)
)
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Steven D. Feldman and by Barbara I. Held, respectively the Mayor and City Clerk of the City of St. Francis, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

Developer Signature page to Development Agreement

DEVELOPER:
JOSHUA/MARKUM BUILDERS, INC.

BY: _____
[print name]
ITS: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ the _____ of Joshua/Markum Builders, Inc., a Minnesota corporation, on behalf of the corporation.

NOTARY PUBLIC

DRAFTED BY:

BARNA, GUZY & STEFFEN, LTD. (TDE)
400 Northtown Financial Plaza
200 Coon Rapids Blvd.
Coon Rapids, MN 55433

CONSENT TO DEVELOPMENT AGREEMENT

THIS CONSENT TO DEVELOPMENT AGREEMENT (“Consent”) is given by **EXCELSIOR CAPITAL, A MINNESOTA LIMITED LIABILITY COMPANY** (“**Excelsior Capital**”). Excelsior Capital hereby consents to the Development Agreement and the terms and conditions as provided herein. Excelsior Capital acknowledges and understands that the Development Contract shall remain in full force and effect even if it forecloses on the mortgage on the Property or enforces the Assignment of Rents.

IN WITNESS WHEREOF, Excelsior Capital have executed this Consent the ____ day of _____, 2019.

**EXCELSIOR CAPITAL, a Minnesota
limited liability company**

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____, the _____ of Excelsior Capital, a Minnesota limited liability company, on behalf of the company.

Notary Public

CONSENT TO DEVELOPMENT AGREEMENT

THIS CONSENT TO DEVELOPMENT AGREEMENT (“Consent”) is given by **CCM FINANCE, A MINNESOTA LIMITED LIABILITY COMPANY (“CCM Finance”)**. CCM Finance hereby consents to the Development Agreement and the terms and conditions as provided herein. CCM Finance acknowledges and understands that the Development Contract shall remain in full force and effect even if it forecloses on the mortgage on the Property or enforces the Assignment of Rents.

IN WITNESS WHEREOF, CCM Finance have executed this Consent the ____ day of _____, 2019.

CCM FINANCE, a Minnesota limited liability company

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____, the _____ of CCM Finance, a Minnesota limited liability company, on behalf of the company.

Notary Public

EXHIBIT A

Legal Description of the Property

Lots 1-9 inclusive, Lots 12-22 inclusive, Lots 43-56 inclusive and Lots 59-66 inclusive, Block 1,
MEADOWS OF ST. FRANCIS, Anoka County, Minnesota.

EXHIBIT B

Site Plan

EXHIBIT C

Grading, Drainage & Erosion Control Plan

EXHIBIT D

Landscaping Plan

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 E

TO: Joe Kohlmann, City Administrator
FROM: Paul Teicher, Public Works Director
SUBJECT: Zero Turn Replacement
DATE: 7/1/2019

OVERVIEW: We currently have 2 zero turn mowers. The plan has been to get these 2 machines on somewhat of a 5 year rotation. Every 5 years, a zero turn will be replaced, the 10 year old Kubota was the city's first zero turn mower and is currently our backup mower and the 5 year old Hustler Super Z is currently our primary mower. Given the excellent reliability and dependability of our current Hustler Super Z, we are suggesting the City replace the 10 year old Kubota with the current year model of the Hustler mower. By sticking with the same brand of mower and bagger system, we hope to gain some efficiency by having interchangeable parts. The new mower would become the primary mower and the 5 year old mower would become the back up. The intention of this plan is to attempt to keep the operational hours of both of the machines to less than 1500 hours over its 10 year life while always having a reliable back up in case the primary mower goes down for an extended period of time.

ACTION TO BE CONSIDERED: Authorize the purchase of the 2019 Hustler Super Z from Elite Lift Truck per MN State Bid in the amount of **\$15,139.45** this includes trade value of 10 year old Kubota.

BUDGET IMPLICATION: **\$20,100.00** has been budgeted for this purchase in the Capital Equipment Replacement Fund.

Attachments: Quote from Elite Lift Truck



Estimate

7575 Highway 10 NW
Ramsey, MN 55303

Date	Estimate No.
6/20/2019	26442

Name/Address

City of St. Francis
Jeremy Shook
23340 Cree St. NW
St. Francis, MN 55070
763-233-5200

Rep	FOB
House	Ramsey, MN

Item	Description	Qty	Rate	Total
936880 Rebate	Hustler Super Z, Kawasaki 27hp FX850, 60" Deck MN State Bid Assist - 27% OFF MSRP	1	13,926.00 -3,760.02	13,926.00 -3,760.02
937896 Rebate	Dump From Seat Grass Catcher - Super Z MN State Bid Assist - 10% OFF MSRP (Catcher)	1	3,329.00 -332.90	3,329.00 -332.90
123779 Installation	Adapter Kit - Super Z 60" *Required Dump From Seat Grass Catcher Installation	1 3	581.00 98.00	581.00 294.00
605696 124485 Installation	Grammer Full Suspension with Isolator Kit Kit, Electric Deck Lift Electric Deck Lift Installation	1 1 2	1,575.37 831.00 98.00	1,575.37 831.00 196.00
Trade	Equipment Trade - 2008 Kubota ZD 331	1	-1,500.00	-1,500.00

Total \$15,139.45

Phone

763-421-9081

Fax

763-433-8387

info@elitelift.com

www.elitelift.com

Signature

Please sign and date above if you approve this proposal. Customer cancellations may be subject to restocking charges, as well as, inbound and outbound freight charges.

Capital Improvement Plan
City of St. Francis, Minnesota

2019 thru 2023

Department Public Works
Contact Public Works Director
Type Equipment
Useful Life 5
Category Equipment: PW Equip

Project # PW-17-019
Project Name Zero Turn Mower Replacement

Total Project Cost: \$42,100

Description

2019 - 2009 Kubota Zero Turn Mower replacement with similar-\$20,100.
 2024 - 2014 Hustler Zero Turn Mower replacement with similar-\$22,000.

Justification

Every 5 years a zero turn mower will be replaced. The new one will be the primary mower, the other will become the backup. This ensures mowing will be completed timely and efficiently. This will also help to keep the hours at or below 1500 hours per unit when traded off. This helps to maintain trade value.

Various pieces of equipment and attachments allow staff to complete many task to ensure that adopted City Standards are met for park/grounds maintenance.

Equipment is anticipated to be at end of reliable useful life. This replacement will allow the ability to provide services as per adopted standards.

Estimated replacement prices do not include trade values.

Expenditures	2019	2020	2021	2022	2023	Total
Equip/Vehicles/Furnishings	20,100					20,100
Total	20,100					20,100

Funding Sources	2019	2020	2021	2022	2023	Total
Capital Equipment Fund	20,100					20,100
Total	20,100					20,100

**CITY COUNCIL
AGENDA REPORT**
Agenda Item #:
4 F

TO: Joe Kohlmann, City Administrator
FROM: Paul Teicher, Public Works Director
SUBJECT: Routine heating, ventilation, and air conditioning preventative
maintenance agreement renewal for PPWF.
DATE: 07/01/2019

OVERVIEW: The Police and Public Works Facility has approximate 40 pieces of HVAC equipment that are all controlled through a network type SCADA (Supervisory Control and Data Acquisition) system. Components for the HVAC system were supplied and installed by 3 different vendors during the construction of the facility. UHL Company was the only company of the 3 who was able to get all the devices and components working together as they should. When the construction warranty ran out, we signed a preventative maintenance agreement with UHL to keep these components/HVAC equipment running and working together. UHL schedules technicians to visit the PPWF 2 times per year. Some of the activities include but are not limited to, service, test and calibrate all HVAC equipment, provide firmware updates for HVAC controllers, clean coils, inspect and clean boilers, provide filter changes, change belts, verify proper operation of the SCADA system and update and back up SCADA system including graphics. Staff recommends continuing this agreement per the original terms. This preventative maintenance agreement continues to help staff with managing asset replacement and to keep equipment operating at optimal efficiency. City staff will continue to do off schedule filter changes and some minor maintenance.

ACTION TO BE CONSIDERED: Authorize Public Works Director to sign renewal letter with UHL.

BUDGET IMPLICATION: 2019 service fee for 1 year term is **\$7,060.00**. Cost associated with service contracts are paid out of all public works and police departments' yearly operation and maintenance budgets.

Attachments: Renewal letter.



June 1, 2019

St. Francis Police/Public Works
4058 St. Francis Blvd NW
St. Francis, MN 55070

Attention: Paul Teicher

Subject: Continuation of Service Agreement #1707

Your Uhl Service Agreement is scheduled for automatic renewal on July 1, 2019, per the terms and conditions of the original service agreement effective on May 1, 2014. To assure that there will be no interruption of service and benefits, your Service Agreement will be extended through June 30, 2020. The Service Fee for the renewal term will be, \$7,060.00. If there is any reason why this Service Agreement should not be extended through this period, please notify Uhl in writing. If so notified, Uhl can continue at your discretion to provide services beyond the renewal date at our standard time and material rates.

Scope of Service

The Scope of Service for the new agreement period will remain the same as delivered in the current period.

Terms & Conditions

The Terms & Conditions shall remain unchanged from those executed in the original agreement and shall be extended for this renewal period.

Clarifications

If accounting procedures require a purchase order for the renewal term, please provide your purchase order number to Uhl prior to the renewal date.

We value your business and look forward to continuing to serve and contribute to your organization's success.

Sincerely,

Jake Lehmann
Account Manager
Uhl Company, Inc.

Customer Acceptance

Authorized Representative

Printed Name

Title

Acceptance Date

Purchase Order



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 G

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Bill List to be considered by Council
DATE: 06-26-2019

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$60,908.41 plus any additional bills that are handed out at council meeting.

Other Payments to be approved:

Debt service payments -None.
Direct Transfer from Previous Month-None
Manual Checks-None

ACTION TO BE CONSIDERED:

Approved under consent agenda to allow 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:

- 07-01-2019 Packet List



06/26/2019 1:20 pm

PAYMENT BATCH AP 07-01-19

ANOKA COUNTY TREASURY DEPT.

06/19/2019	B190619P	E 101-42110-321	Telephone	JULY BROADBAND	37.50
06/19/2019	B190619P	E 101-42210-321	Telephone	JULY BROADBAND	37.50
06/19/2019	B190619P	E 101-43100-321	Telephone	JULY BROADBAND	37.50
06/19/2019	B190619P	E 101-45200-321	Telephone	JULY BROADBAND	37.50
06/19/2019	B190619P	E 601-49440-321	Telephone	JULY BROADBAND	37.50
06/19/2019	B190619P	E 602-49490-321	Telephone	JULY BROADBAND	37.50
					<u>\$225.00</u>

BELLBOY CORPORATION

06/18/2019	0072381800	E 609-49751-206	Freight and Fuel Charges	FREIGHT	49.60
06/18/2019	0072381800	E 609-49751-251	Liquor For Resale	LIQUOR	3,545.96
06/18/2019	0099668200	E 609-49750-210	Operating Supplies	OPERATING	107.18
06/18/2019	0099668200	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.85
06/18/2019	0099668200	E 609-49751-254	Miscellaneous Merchandise	MISC	74.34
					<u>\$3,781.93</u>

BERNICK COMPANIES, THE

06/20/2019	511680	E 609-49751-254	Miscellaneous Merchandise	MISC	14.00
06/20/2019	511681	E 609-49751-252	Beer For Resale	BEER	159.35
					<u>\$173.35</u>

BREAKTHRU BEVERAGE

05/24/2019	2080237039	E 609-49751-251	Liquor For Resale	LIQUOR	(12.52)
05/24/2019	2080237039	E 609-49751-253	Wine For Resale	WINE	(9.67)
06/20/2019	1080988299	E 609-49751-206	Freight and Fuel Charges	FREIGHT	79.55
06/20/2019	1080988299	E 609-49751-251	Liquor For Resale	LIQUOR	2,452.65
06/20/2019	1080988299	E 609-49751-253	Wine For Resale	WINE	519.04
06/20/2019	1080988299	E 609-49751-254	Miscellaneous Merchandise	MISC	310.75
					<u>\$3,339.80</u>

CAPITOL BEVERAGE SALES, L.P

06/17/2019	2276796	E 609-49751-252	Beer For Resale	BEER	90.00
					<u>\$90.00</u>

CINTAS

06/18/2019	4024053536	E 602-49490-417	Uniform Clothing & PPE	UNIFORMS	10.64
					<u>\$10.64</u>

CRYSTAL SPRINGS ICE

06/15/2019	002.B006682	E 609-49751-254	Miscellaneous Merchandise	MISC	177.12
06/18/2019	002.B006734	E 609-49751-254	Miscellaneous Merchandise	MISC	82.62
					<u>\$259.74</u>

DAHLHEIMER DIST. CO. INC.

06/19/2019	129-0654	E 609-49751-252	Beer For Resale	BEER	11,598.27
06/19/2019	129-0654	E 609-49751-255	N/A Products	N/A	63.80
					<u>\$11,662.07</u>

DELTA DENTAL

06/15/2019	7682914	G 101-21711	Dental Insurance	JULY INSURANCE	1,286.35
					<u>\$1,286.35</u>

ELITE SANITATION

06/09/2019	25749	E 101-45230-311	Contract	PIONEER DAYS	2,445.00
					<u>\$2,445.00</u>

FREIGHTLINER OF ST. CLOUD

04/22/2019	R194000028:01	E 101-42210-221	Vehicle Repair & Maintenance	TANKER 1	427.17
					<u>\$427.17</u>

GRANITE CITY JOBBING CO.

06/18/2019	141185	E 609-49750-210	Operating Supplies	OPERATING	68.89
06/18/2019	141185	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
06/18/2019	141185	E 609-49751-254	Miscellaneous Merchandise	MISC	63.00
06/18/2019	141185	E 609-49751-256	Tobacco Products For Resale	TOBACCO	2,509.04
					<u>\$2,645.18</u>

JJ TAYLOR DISTRIBUTING

06/20/2019	2989231	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
06/20/2019	2989231	E 609-49751-252	Beer For Resale	BEER	6,690.70
06/20/2019	2989231	E 609-49751-255	N/A Products	N/A	21.50
					<u>\$6,715.20</u>

JOHNSON BROS WHLSE LIQUOR

06/03/2019	546704	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.57)
06/03/2019	546704	E 609-49751-253	Wine For Resale	WINE	(55.15)
06/07/2019	548050	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.57)
06/07/2019	548050	E 609-49751-253	Wine For Resale	WINE	(55.15)
06/19/2019	1317784	E 609-49751-206	Freight and Fuel Charges	FREIGHT	83.88
06/19/2019	1317784	E 609-49751-251	Liquor For Resale	LIQUOR	4,809.23
06/19/2019	1317785	E 609-49751-206	Freight and Fuel Charges	FREIGHT	67.77
06/19/2019	1317785	E 609-49751-253	Wine For Resale	WINE	1,989.70
06/19/2019	1317786	E 609-49751-252	Beer For Resale	BEER	336.75
					<u>\$7,173.89</u>

MARTIES FARM SERVICE

06/19/2019	130044	E 101-45200-419	Turf/Fertilizer/Weed Control	SUPPLIES	112.72
06/19/2019	130044	E 602-49490-419	Turf/Fertilizer/Weed Control	SUPPLIES	112.72
					<u>\$225.44</u>

MCDONALD DIST CO.

06/18/2019	251-0089	E 609-49751-252	Beer For Resale	BEER	(56.40)
06/18/2019	495191	E 609-49751-252	Beer For Resale	BEER	9,026.80
06/18/2019	495286	E 609-49751-252	Beer For Resale	BEER	(223.45)
					<u>\$8,746.95</u>

MY ALARM CENTER

07/01/2019	12407205	E 609-49750-445	Security	LIQUOR STORE ALARM	39.15
					<u>\$39.15</u>

PAUSTIS WINE COMPANY

06/17/2019	54324	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.50
06/17/2019	54324	E 609-49751-253	Wine For Resale	WINE	231.00
					<u>\$235.50</u>

PHILLIPS WINE & SPIRITS CO.

06/05/2019	332218	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.57)
06/05/2019	332218	E 609-49751-251	Liquor For Resale	LIQUOR	(138.42)
06/19/2019	2574142	E 609-49751-206	Freight and Fuel Charges	FREIGHT	22.77
06/19/2019	2574142	E 609-49751-251	Liquor For Resale	LIQUOR	2,382.45
06/19/2019	2574143	E 609-49751-206	Freight and Fuel Charges	FREIGHT	9.42
06/19/2019	2574143	E 609-49751-253	Wine For Resale	WINE	504.00
06/19/2019	2574144	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.57
06/19/2019	2574144	E 609-49751-254	Miscellaneous Merchandise	MISC	28.00
					<u>\$2,808.22</u>

SOUTHERN GLAZERS OF MN

05/31/2019	5042651	E 609-49751-206	Freight and Fuel Charges	FREIGHT	0.11
06/13/2019	1831097	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.28
06/13/2019	1831099	E 609-49751-206	Freight and Fuel Charges	FREIGHT	6.40
06/13/2019	1831099	E 609-49751-253	Wine For Resale	WINE	210.00
06/18/2019	1831098	E 609-49751-206	Freight and Fuel Charges	FREIGHT	19.52
06/18/2019	1831098	E 609-49751-251	Liquor For Resale	LIQUOR	2,739.41
06/20/2019	1834098	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.60

06/20/2019	1834099	E 609-49751-206	Freight and Fuel Charges	FREIGHT	0.11
06/20/2019	1834100	E 609-49751-206	Freight and Fuel Charges	FREIGHT	42.24
06/20/2019	1834100	E 609-49751-251	Liquor For Resale	LIQUOR	2,661.15
06/20/2019	1834101	E 609-49751-206	Freight and Fuel Charges	FREIGHT	6.40
06/20/2019	1834101	E 609-49751-253	Wine For Resale	WINE	520.00
					\$6,208.22

SUN LIFE FINANCIAL

07/01/2019	.0719	E 101-41400-130	Employer Paid Insurance	INSURANCE	275.51
07/01/2019	.0719	E 101-41500-130	Employer Paid Insurance	INSURANCE	79.83
07/01/2019	.0719	E 101-41910-130	Employer Paid Insurance	INSURANCE	79.21
07/01/2019	.0719	E 101-42110-130	Employer Paid Insurance	INSURANCE	928.22
07/01/2019	.0719	E 101-42400-130	Employer Paid Insurance	INSURANCE	72.46
07/01/2019	.0719	E 101-43100-130	Employer Paid Insurance	INSURANCE	174.59
07/01/2019	.0719	E 101-43210-130	Employer Paid Insurance	INSURANCE	38.79
07/01/2019	.0719	E 101-45200-130	Employer Paid Insurance	INSURANCE	174.59
07/01/2019	.0719	E 601-49440-130	Employer Paid Insurance	INSURANCE	123.47
07/01/2019	.0719	E 602-49490-130	Employer Paid Insurance	INSURANCE	123.46
07/01/2019	.0719	E 609-49750-130	Employer Paid Insurance	INSURANCE	136.08
					\$2,206.21

SYNOVIA SOLUTIONS

06/10/2019	119640	E 101-43100-311	Contract	LEASE ON GPS	45.79
06/10/2019	119640	E 101-45200-311	Contract	LEASE ON GPS	45.79
06/10/2019	119640	E 601-49440-311	Contract	LEASE ON GPS	45.79
06/10/2019	119640	E 602-49490-311	Contract	LEASE ON GPS	45.82
					\$183.19

ZIEGLER INC.

06/13/2019	PC200214562	E 101-43100-218	Equipment Repair & Maintenance	PARTS	20.21
					\$20.21

FUND SUMMARY

\$60,908.41

101 GENERAL FUND	\$6,356.23
601 WATER FUND	\$206.76
602 SEWER FUND	\$330.14
609 LIQUOR FUND	\$54,015.28
Total	60,908.41

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Anoka County Federal Urban Qualification
DATE: July 1, 2019

OVERVIEW

In 2007, the City entered into, by Resolution 2007-22, the Cooperative Agreement with Anoka County for the purposes of the Federal CDBG and HOME funds. This agreement outlines the mutual participation with the Anoka County Urban County qualification and automatically renews until one or both of the parties "opt-out" of the agreement for the programs.

Anoka County accepts the designation of an Urban County for the federal block grant entitlement funds. The City of St Francis is part of the Urban County qualification. The funding Anoka County receives for these grants is based on demographic information of St Francis along with all other participating cities/townships within Anoka County. The City does not directly qualify for CDBG or HOME funds.

Every three years Anoka County requests the City to declare its intended level of participation in regards to the eligibility of Federal Community Development Block Grants (CDBG) and HOME Investment Partnership Program (HOME) funds. At the April 1, 2019 Council meeting, the City agreed to participate with the Anoka County program for an additional three years.

HUD is requesting an update of the Cooperative Agreement. Anoka County is requesting cities to review and sign the attached, Amendment No. 1 meeting federal requirements.

ITEMS TO BE DISCUSSED:

Staff requests review and approval of the attached Amendment.

ATTACHMENTS:

Amendment No. 1, to Community Development Block Grant and HOME Investment Partnership Program Cooperative Agreement

AMENDMENT NO. 1
TO COMMUNITY DEVELOPMENT BLOCK GRANT and
HOME INVESTMENT PARTNERSHIPS PROGRAM
COOPERATION AGREEMENT

THIS AMENDMENT is made and entered into this ____ day of _____, 2019 ("Effective Date"), by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota, 55303 ("County"), and the City of St. Francis, a municipal corporation under the laws of the State of Minnesota, 23340 Cree Street NW, St. Francis, MN 55070 ("Cooperating Community").

WITNESSETH:

WHEREAS, the Cooperating Community and the County have determined that it is desirable and in the interests of its citizens that the County qualifies as an urban county within the provisions of the Housing and Community Development Act of 1974, Title I, of Public Law 93-383, as amended (42 USC 5301 et seq) (the "Act").

WHEREAS, the Cooperating Community and the County previously entered into an auto-renewable Cooperation Agreement ("Agreement") which authorizes the County to participate with the Cooperating Community in undertaking, or to assist in undertaking, essential community development and housing assistance activities pursuant to the CDBG Entitlement Program and the HOME Investment Partnerships Program; and

WHEREAS, the parties' Cooperation Agreement provides that, from time to time, as federal laws and regulations change, updates to the Agreement may be required to bring the terms into compliance with federal HUD regulations; and

WHEREAS, the County intends that identical amendments to cooperation agreements will be executed between the County and other cities and townships within the County, thus enabling the County to continue to qualify under the Act and remain in compliance with HUD guidance, CPD 19-04 issued on March 8, 2019.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter stated and those contained in the original Cooperation Agreement, the parties agree to amend the Agreement as follows:

1. Section V. entitled "Special Provisions," paragraph C. is amended to add the following language at the end of the provision:

"If either party refuses to adopt an amendment incorporating changes necessary to meet requirements for cooperation agreements set for in an Urban County Qualification Notice applicable for a subsequent three-year county qualification period, such failure to comply will void the automatic renewal for such qualification period."

2. Section V. entitled "Special Provisions," paragraph G. is amended to add the following language at the end of the provision:

"A unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly received CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act."

3. This Amendment is hereby made a part of and shall be amended to the Cooperation Agreement of the parties.
4. All other terms and conditions of the original Cooperation Agreement, not modified by this Amendment, shall remain in full force and effect.

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

COUNTY OF ANOKA

CITY OF ST. FRANCIS

By: _____
Scott Schulte, Chair
County Board of Commissioners

By: _____
Steve Feldman
Its: Mayor

Dated: _____

Dated: _____

ATTEST

ATTEST

By: _____
Rhonda Sivarajah
County Administrator

By: _____
Joseph Kohlmann
Its: Administrator

Dated: _____

Dated: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
Christine Carney
Assistant County Attorney

By: _____

Dated: _____

Dated: _____

City Council
AGENDA REPORT
Agenda Item #
9 A

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Ordinance Amendment - Pawnbrokers
DATE: July 1, 2019

OVERVIEW

It has been identified that the City Pawnbroker license ordinance does not meet the needs of the City in regards to the type of process, State Statutes and fee requirements. With that, utilizing other cities with successful Pawnbrokers in place, and working with Chief Schwieger, we updated the Ordinance. This Ordinance revision has been reviewed by Legal.

Due to the increase in size and language, attached is the two page original code along with the drafted new code language for comparison.

ITEMS TO BE DISCUSSED:

Amendment to Chapter 6, Section 8 to amend codes related to Pawnbrokers and licensing.

TIMELINE:

If Council is in agreement with the above suggested Amendments, the following timeline will apply:

July 1st – 1st Reading

July 15th – 2nd Reading

July 19th – Publish for Comment

August 19, 2019 - Effective

ATTACHMENTS:

- Existing - City Code, Chapter 6, Section 8 Pawnbrokers
- Draft Version 1 – Updated City Code Chapter 6, Section 8, Pawnbrokers, Precious Metal Dealers, Secondhand Goods Dealers

6-8-1. - Pawnbrokers.

- A. *Defined.* The term "pawnbroker" means a person who loans money secured by deposit or pledge of personal property, or who buys personal property on condition of selling the same or returning the same back at a stipulated price.
- B. *License Required.* It is unlawful for any person to engage in or carry on the business of pawnbroker without a license therefore from the City.
- C. *Records.*
 - 1. Each person licensed hereunder shall keep a record of each transaction made in the course of his business. Such record shall be in the form prescribed by the Chief of Police and shall, in all instances, be legibly made in ink and be in the English language. The record so kept shall include the following information about each transaction:
 - a. The name, address and date of birth of the person pledging or selling the item.
 - b. The time and date of the transaction.
 - c. A complete description of the item pledged or sold, including all identifying numbers and identifying marks.
 - d. The identification presented of the individual making the pledge or selling the item.
 - e. A description of the person pledging or selling the item.
 - f. The amount of money paid or loaned for the item.
 - g. The signature of the person pledging or selling the item.
 - h. Any other information the Police Chief shall require.
 - 2. The records herein shall be kept available for police inspection at any reasonable time at the licensee's place of business.
- D. *Minors.* It is unlawful for any pawnbroker to purchase or receive on deposit or pledge any property from any minor person under the age of eighteen years.
- E. *Redemption Period.* Any person pledging an article shall have ninety (90) days to redeem the same before the pledge becomes forfeitable.
- F. *Police Order to Hold Property.* Whenever the Chief of Police or any member of the police force designated by the Chief of Police, shall notify any such dealer or dealers not to sell any property so received on deposit or purchased by them, or permit the same to be redeemed, such property shall not be sold or permitted to be redeemed until such time as may be determined by the Chief of Police or member of the police force designated by the Chief of Police so requiring them to be held.
- G. *Hours and Days of Operation.* It is unlawful for any pawnbroker to receive any property as a purchase or pledge between the hours of 9:00 PM and 7:00 AM on any weekday, nor between the hours of 9:00 PM on Saturday and 7:00 AM on Monday, nor on New Year's Day, the Fourth of July, Thanksgiving Day and Christmas Day.
- H. *Report of Stolen or Lost Goods.* If any goods, articles, or things shall be advertised in any public newspaper as having been lost or stolen, and such goods, articles or things shall then be, or shall thereafter come into the possession of the licensee, said licensee shall, upon actual notice thereof, notify

the Police Department in writing that certain goods, articles or things advertised are in said licensee's possession, and shall not thereafter dispose of the same except upon written authority to do so from the Chief of Police.

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

ORDINANCE 249, SECOND SERIES

AN ORDINANCE AMENDING CHAPTER 6, SECTION 8 OF THE CITY CODE
ENTITLED “ PAWNBROKERS – PRECIOUS METAL DEALERS – SECOND HAND
GOODS DEALERS”

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Amended. That Chapter 6, Section 8, shall hereby be amended to read as follows:

“Exhibit A”.

Section 2. Effective Date. This Ordinance shall take effect thirty days after publication or as noted in the amendment.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS
THIS _____ OF _____, 2019.

APPROVED:

Steven D. Feldman
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk

(seal)

SECTION 8. – PAWNBROKERS – PRECIOUS METAL DEALERS -
SECONDHAND GOODS DEALERS

(Ord, 000, eff. 00-00-2019

Section

- 6-8-1: Definitions
- 6-8-2: Purpose
- 6-8-3: License
- 6-8-4: Fees
- 6-8-5: General Operating Requirements
- 6-8-6: Restricted Transactions
- 6-8-7: Inspections by Police or Claimed Owner
- 6-8-8: Conduct of Persons on licensed premises
- 6-8-9: Required Signage
- 6-8-10: General Restrictions
- 6-8-11: Denial, Suspension, Revocation
- 6-8-12: Penalty

6-8-1. – Definitions:

- A. Acceptable Identification: Acceptable forms of identification are a current valid Minnesota driver's license, a current valid Minnesota identification card, or a current valid photos driver's license or identification card issued by another state or province of Canada.
- B. Billable Transactions: Every reportable transaction conducted by a pawnbroker, precious metal dealer or second hand goods dealer except renewals, redemptions or extensions of existing pawns on items previously reported and continuously in the licensee's possession is a billable transaction.
- C. Consignment – an agreement between a dealer and a seller that enables the dealer to take temporary possession of secondhand property, owned by the seller, for the purpose of offering it for sale to the public.
- D. Consignment House Dealer – a dealer in secondhand goods acquired by a consignment agreement.
- E. Flea Market – any group of unrelated persons or businesses selling secondhand goods to the public from a single physical location.
- F. Item containing precious metals - an item made in whole or in part of metal and containing more than one (1) percent by weight of silver, gold, or platinum.

- G. Issuing authority: the City of St. Francis.
- H. Item containing precious metals - an item made in whole or in part of metal and containing more than one (1) percent by weight of silver, gold, or platinum.
- I. Licensee: The person, corporation, partnership or association to on a license is issued under this Section, including any agents or employees of the person, corporation, partnership or association.
- J. Minor: any natural person under the age of 18 years.
- K. Pawnbroker: means a person who loads money secured by deposit or pledge of personal property or other valuable things; who deals in the purchasing of personal property or other valuable thing on condition of selling that same back again at a stipulated price; or who loans money secured by chattel mortgage or on personal property, taking possession of the property or any part thereof so mortgaged. To the extent that a pawnbroker business includes buying personal property previously used, rented, or leased, the provision of this Section shall be applicable. Any bank, savings and loan association or credit union shall not be deemed a pawnbroker for the purposes of this Section.
- L. Pawnshop: Any business establishment operated by a pawnbroker.
- M. Pledger – any person who delivers pledged goods to a pawnbroker, precious metal dealer or secondhand goods dealer as a security in which a binding promise is made to take back possession of those same pledged goods at a later time and for a stipulated price.
- N. Pledged Goods – tangible personal property other than those in action, securities, bank drafts, or printed evidence of indebtedness, that are purchased by, deposited with, or otherwise actually delivered into the possession of a pawnbroker in connection with a pawn transaction.
 - Precious Metal Dealer - any person engaging in the business of buying coins or second-hand items containing precious metals, including, but not limited to, jewelry, watches, eating utensils, candlesticks, and religious and decorative objects.
- O. Person: Any one or more natural persons; a partnership, including a limited partnership; a corporation, including a foreign domestic, or nonprofit corporation; a trust; a political subdivision of the state; or any other business organization.
- P. Precious Metals - silver, gold, or platinum.
- Q. Precious Metal Dealer - any person engaging in the business of buying coins or second-hand items containing precious metals, including, but not limited to, jewelry, watches, eating utensils, candlesticks, and religious and decorative objects.
- R. Reportable Transaction – transactions by a pawnbroker, precious metal dealer or secondhand goods dealer in which merchandise is received through a pawn, purchase, consignment or trade, or in which a pawn is renewed, extended or redeemed, or for which a unique transaction number or identifier is generated by their point-of-sale software, or an item is confiscated by law enforcement, except:

1. The bulk purchase or consignment of new or used merchandise from a merchant, manufacturer, non-profit or wholesaler having an established

permanent place of business, and the retail sale of said merchandise, provided the pawnbroker, secondhand goods or precious metal dealer, must maintain a record of such purchase.

2. Retail and wholesale sales of merchandise originally received by pawn or purchase, and for which all applicable hold and/or redemption periods have expired.
 3. Trades of secondhand goods for items of greater value. (d) Transactions between precious metal dealers if both dealers are licensed under Minnesota Statute 325F.733 or if the seller's business is located outside of the state and the item is shipped from outside the state to a dealer licensed under Minnesota Statute 325F.733.
 4. Transactions involving secondhand clothing, books and linens where no single item has a value greater than \$50.00, except that dealers of secondhand bedding must comply with Minnesota Statute 325F.25 – 325F.34.
 5. Consignment by the artists themselves of works of art or craft.
- T. Secondhand Goods Dealer – any person, partnership, firm or corporation whose business includes selling or receiving secondhand goods, including but not limited to consignment house dealers, flea market dealers and antique dealers, but not including used car dealers.
- U. Secondhand Goods – any tangible personal property, previously owned, used, rented or leased by a person other than the dealer offering it for sale.
- V. Unique identifier: a serial number, identification number, model number, owner applied identifies or engraving, operation ID or symbol, or other unique marking.

6-8-2. Purpose:

- A. The City Council of the City of St. Francis finds that the use of services provided by pawnbrokers potentially provides an opportunity for the commission of crimes and their concealment because such businesses have the ability to receive and transfer stolen property easily and quickly. The City Council also finds that consumer protection regulation is warranted in transactions involving pawnbrokers. The purpose of this section is to prevent pawn businesses from being used as facilities for the commission of crimes and to assure that such businesses comply with basic consumer protection standards, thereby protecting the public health, safety, and general welfare of the citizens of the city.
- B. To help the St. Francis Police Department better regulate current and future pawn businesses, decrease and stabilize costs associated with the regulation of the pawn industry, and increase identification of criminal activities in the pawn industry through the timely collection and sharing of pawn transaction information, this section also implements and establishes the required use of the automated property system (APS).

6-8-3 License:

A. License Required.

It is unlawful for any person to engage in or carry on the business or pawnbroker without a license therefore from the City. No person shall exercise, carry-on, or be engaged in the trade or business of pawnbroker, precious metal dealer, or secondhand goods dealer within the city unless such person is currently licensed under this Chapter. No pawnbroker, precious metal dealer, or secondhand goods dealer license may be transferred to a different location or a different person.

B. Application:

1. In addition to any information that may be required by the County pursuant to M.S.A. § 471.924, every application for a license under this section shall be made according to provisions contained in this chapter.
2. Application verification. All applications for pawnbroker, precious metal dealer, or secondhand goods licenses shall be referred to the Police Department for verification and investigation of the facts set forth in the application. The Police Department shall make a written report and recommendation to the city clerk as to issuance or non- issuance of the license. The city clerk may order and conduct such additional investigation as deemed necessary.
3. Application by a natural person:
 - i. The name, place and date of birth, street resident address, and phone number of applicant.
 - ii. Whether the applicant is a citizen of the United States or a residential alien
 - iii. Whether the applicant has ever used or has been known by a name other than the applicants name, and if so, the name or manes used an information concerning dates and places used
 - iv. The name of the business if it is to be conducted under a designation name, or style other than the name of the applicant and a certified copy of the certified as required by Minnesota Statutes, Section 333.01.
 - v. The street address at which the applicant has lived during the preceding five (5) years
 - vi. The type, name and location of every business or occupation in which the applicant has been engaged during the preceding five (5) years and the names(s) and address(es) of the applicants employer(s) and partner(s), if any, for the proceeding five (5) years.
 - vii. Whether the applicant has ever been convicted of a felony, crime or violation of any ordinance other than a traffic ordinance. If so, the applicant must furnish information as to the time, place, and offense of all such convictions.
 - viii. The physical description of the applicant
 - ix. Applicants current personal financial statement and true copies of the

applicants, federal and state tax returns for the two (2) years prior to application.

- x. If the applicant does not manage the business, the name of the manager(s) or other person(s) in charge of the business and all information concerning each of them required in 1 through 9 of this section.
4. Application by a partnership:
- xi. The name(s) and address(es) of all general and limited partners and all information concerning each general partner required in Section C, i through ix of this ordinance.
 - xii. The name(s) of the managing partner(s) and the interest of each partner in the licensed business.
 - xiii. A true copy of the partnership agreement shall be submitted with the application. If the partnership is required to file a certificate as to a trade name pursuant to Minnesota Statutes, Section 333.01, a certified copy of such certificate must be attached to the application.
 - xiv. A true copy of the federal and state tax returned for partnership for the two (2) years prior to the application.
 - xv. If the applicant does not manage the business, the name of the manage(s) or other person(s) in charge of the business and all information concerning each of them required in Section c, 1 through 9 of this ordinance.
5. Application by a corporation or other organization:
- xvi. The name of the corporation or business form, and if incorporated, the state of incorporation
 - xvii. A true copy of the Certificate of Incorporation, Articles of Incorporation or Association Agreement, and By-laws shall be attached to the application. If the applicant is a foreign corporation, a Certificate of Authority as required by Minnesota Statutes, Section 303.06, must be attached.
 - xviii. The name of the manager(s) or other person(s) in charge of the business and all information concerning each manager, proprietor, or agent required in section C, i through ix of this ordinance.
 - xix. A list of all personal who control or own an interest in excess of five (5) percent in such organization or business form or who are officers of the corporation or business form and all information concerning said persons required in section c above. This section however, shall not apply to a corporation whose stock is publicly traded on a stock exchange and is applying for license to be owned and operated by it.
6. For all applicants:
- xx. Whether the applicant holds a current pawnbroker, precious metal dealer or secondhand goods dealer licenses from any other governmental unit and whether the applicant is licensed under either Minnesota Statutes, Section 471.924 or Minnesota Statutes 325F.731-325F.744.
 - xxi. Whether the applicant has previously been denied, or had revoked or suspended, a pawnbroker, precious metal dealer or secondhand dealer license from any other governmental unit.

- xxii. The location of the business premises.
 - xxiii. If the applicant does not own the business premise, a true and complete copy of the executed lease.
 - xxiv. The legal description of the premises to be licensed.
 - xxv. Whether all real estate and personal property taxes that are due and payable for the premises to be licensed have been paid, and if not paid, the years and amounts that are unpaid.
 - xxvi. Whenever the application is for premises either planned or under construction or undergoing substantial alteration, the application must be accompanied by a set of preliminary plans showing the design of the proposed premises to be licensed.
 - xxvii. Such other information as the City Council or issuing authority may require.
7. New Manager: When a licensee places a manager in charge of a business, or if the named manager(s) in charge of a licensed business changes, the licensee must complete and submit the appropriate application within fourteen (14) days. The application must include all appropriate information required within this section.
- xxviii. Upon completion of an investigation of a new manager, the licensee must pay an amount equal to the cost of the investigation to assure compliance with this chapter. If the investigation process is conducted solely within the State of Minnesota, the fee shall be as listed in the City's Fee Schedule.
8. Application execution: All applications for a license under this chapter must be signed and sworn to under oath or affirmation by the applicant. If the application is that of a natural person, it must be signed and sworn to by that person; if a corporation, by an officer thereof; if that of a partnership, by one of the general partners; and if that of an unincorporated association, by the manager or managing officer thereof.
9. Investigation. The Police Department must investigate into the truthfulness of the statements set forth in the application and shall endorse the findings thereon. The applicant must furnish to the police department such evidence as the inspector may reasonably require in support of the statement set forth in the application.

C. Licensee Eligibility

1. To be eligible for or to maintain a pawnbroker license, a person must operate lawfully and fairly within the purposes of M.S.A. § Chapter 325J and this section and:
2. May not be a minor at the time that the application for a pawnbroker's precious metal or secondhand goods dealer's license is filed;
3. May not have been convicted of any crime directly related to the occupation licensed as prescribed by M.S.A. § 364.03, subd. 2, unless the person has

shown competent evidence of sufficient rehabilitation and present fitness to perform the duties of a licensee under this chapter as prescribed by M.S.A. § 364.03, subd. 3; and

4. Must be of good moral character or repute.
5. Must not hold an intoxicating liquor license within the city.

The provisions of this section as described in this paragraph (C), numbers (1) through (5), shall also apply to any partnership if such applicant has any general partner or managing partner meeting any of the described criteria; and shall also apply to any corporation or other organization if such applicant has any manager, proprietor, or agent in charge of the business meeting any of the described criteria.

D. License Restrictions

1. Number of licenses issued. On the effective date of this Ordinance, the maximum allowable number of pawnbroker licenses shall be two.

The maximum allowable number of precious metal dealer licenses shall be two.

Licensees existing on the effective date of this Ordinance are eligible to apply for renewal at the existing licensed premises, and if renewed, may continue until the license for that licensed premises is revoked or is not renewed.

2. Persons ineligible. No licenses under this chapter will be issued to an applicant who is a natural person, a partnership if such applicant has any general partner or managing partner, a corporation or other organizations if such applicant has any manager, proprietor or agent in charge of the business to be licensed, if the applicant;
 - i. Is a minor at the time that the application is filed
 - ii. Has been convicted of any crime directly related to the occupation licensed as described by Minnesota Statutes, Section 364.01, Subd. 2, and has not shown competent evidence of sufficient rehabilitation and present fitness to perform the duties of a licensed under this chapter as prescribed by Minnesota Statutes, Section 364.01, Subd. 3, or
 - iii. Is not of good moral character or repute.
3. License transfer not allowed. Each license under this section shall be issued to the applicant only and shall not be transferable to any other person. No licensee shall loan, sell, give, or assign a license to another person.
4. Inactive license. The city council may revoke or suspend the pawnbroker, precious metal dealer, or secondhand goods dealer license of any business that shows no pawn or sale activity for a period of six months. A hearing shall be held to determine the status of the pawn broker, precious metal dealer, or secondhand goods dealer operation and if satisfactory intent to do business under the license is not demonstrated, the city council may revoke the license.
5. Premises. A license under this division shall be issued only for the exact rooms and square footage of the premises described in the application.
6. Zoning requirements met. No license shall be granted until all applicable zoning

requirements are met or until all conditions for approval of the use have been satisfied.

7. No license shall be granted or renewed for operation on any property on which taxes, assessments, or other financial claims of the State, County, School District, or city are due, delinquent, or unpaid. In the event a suit has been commenced under Minnesota Statutes, Sections 278.01-278.03, questioning the amount or validity of taxes, the City Council may on application waive strict compliance with this provision; no waiver may be granted, however, for taxes or any portion thereof which remain unpaid for a period exceeding one (1) year after becoming due.

E. Exceptions to License Requirement.

1. All pawnbrokers must be licensed and there are no exceptions to the licensing requirements for pawnbrokers.
2. The following transactions shall not require a precious metal dealer's license:
 - (a) Transactions at occasional "garage" or "yard" sales, or estate sales, or farm auctions held at the decedent's residence, except that precious metals dealers must comply with the requirements of Minnesota Statutes, Sections 325F.734 to 325F.742, for these transactions.
 - (b) Transactions regulated by Minnesota Statute, Section 80A.
 - (c) Transactions regulated by the Federal Commodity Futures Commission Act.
 - (d) Transactions involving the purchase of precious metals grindings, filings, slag, sweeps, scraps, or dust from an industrial manufacturer, dental lab, dentist, or agent thereof.
 - (e) Transactions involving the purchase of photographic film, such as lithographic and xray film, or silver residue or flake recovered in lithographic and x-ray film processing.
 - (f) Transactions involving coin, bullion, or ingots.
 - (g) Transactions in which the second-hand item containing precious metals is exchanged for a new item containing precious metals and the value of the new item exceeds the value of the second-hand item, except that a person who is a precious metals dealer by engaging in a transaction which is not exempted by this section must comply with the requirements of Minnesota Statutes, Sections 325F.734-325F.742.
 - (h) Transactions between precious metal dealers if both dealers are licensed under Minnesota Statutes, Section 325F.733, or if the seller's business is

located outside of the state and the item is shipped from outside the state to a dealer licensed under Minnesota Statutes, Section 325F.733.

(i) Transactions in which the buyer of the second-hand item containing precious metals is engaged primarily in the business of buying and selling antiques, and the items are resold in an unaltered condition except for repair, and the items are resold at retail, and the buyer paid less than \$2,500 for the second-hand items containing precious metals purchased within any period of twelve (12) consecutive months.

3. All secondhand goods dealers must be licensed, except the following transactions shall not require a secondhand goods dealer license:

(a) The sale of secondhand goods where all of the following are present:

(i) The sale is held on property occupied as a residential dwelling by the seller or owned, rented or leased by a charitable or political organization.

(ii) The items offered for sale are owned by the occupant.

(iii) That no sale exceeds a period of 72 consecutive hours. (iv) That no more than two sales are held in any 12 consecutive month period at any residential dwelling.

(v) That none of the items offered for sale have been purchased for resale or received on consignment for purpose of resale.

(b) The sale of secondhand books or magazines where no single book has a value of greater than \$50.00.

(c) The sale of goods at an auction held by a licensed auctioneer.

(d) Sales by charitable organizations that take secondhand goods for no compensation.

(e) The sale of used motor vehicles.

(f) A bulk sale of property from a merchant, manufacturer or wholesaler having an established place of business or of goods sold at open sale from bankrupt stock.

F. City Council and listed in the adopted Fee Schedule, to cover the costs involved in verifying the license application and to cover the expense of any investigation needed to assure compliance with this section.

G. License fee. The licensee shall pay an annual license fee as set from time to time by the City Council and listed in the adopted Fee Schedule.

- H. Billable transaction fees. Licensees shall pay a monthly transaction fee on all billable transactions as defined in section 6-8-1(b). Such fee shall be as set from time to time by the City Council and listed in the adopted Fee Schedule. Billable transaction fees are payable within 30 days. Failure to timely pay the billable transaction fee shall constitute a violation of this section.

6-8-5 General Operating Requirements:

- A. Records. Records required. At the time of any reportable transaction other than renewals, extensions or redemptions, every licensee must immediately record in English the following information by using ink or other indelible medium on forms or in a computerized record approved by the Police Department.
- B. A complete and accurate description of each item including, but not limited to, any trademark, identification number, serial number, model number, brand name, or other identifying mark on such an item.
- C. The purchase price, amount of money loaned upon, or pledged therefor.
- D. The maturity date of the transaction and the amount due, including monthly and annual interest rates and all pawn fees and charges.
- E. Date, time and place the item of property was received by the licensee, and the unique alpha and/or numeric transaction identifier that distinguishes it from all other transactions in the licensee's records. Transaction identifiers must be consecutively numbered.
- F. Full name, current residence address, current residence telephone number, date of birth and accurate description of the person from whom the item of the property was received, including: sex, height, weight, race, color of eyes and color of hair.
- G. The state of issue and identification number from a current valid photo driver's license or a current valid state photo identification card from any state or from any province of Canada.
- H. The signature of the person identified in the transaction.
- I. Photographs required. Effective 60 days from the effective date of this Ordinance, the licensee must also take a color photograph or color video recording of:
- J. Each customer involved in a billable transaction.
- K. Every item pawned or sold that does not have a unique serial or identification number permanently engraved or affixed.
- L. Photographs must be at least two inches in length by two inches in width and

must be maintained in such a manner that the photograph can be readily matched and correlated with all other records of the transaction to which they relate. Such photographs must be available to the chief of police, or the chief's designee, upon request. The major portion of the photograph must include an identifiable front facial close-up of the person who pawned or sold the item. Items photographed must be accurately depicted. The licensee must inform the person that he or she is being photographed by displaying a sign of sufficient size in a conspicuous place in the premises. If a video photograph is taken, the video camera must zoom in on the person pawning or selling the item so as to include an identifiable close-up of that person's face. Items photographed by video must be accurately depicted. Video photographs must be electronically referenced by time and date so they can be readily matched and correlated with all other records of the transaction to which they relate. The licensee must inform the person that he or she is being videotaped orally and by displaying a sign of sufficient size in a conspicuous place on the premises. The licensee must keep the exposed videotape for three months, and furnish it to the police department upon request.

M. Digitized photographs. Licensees may fulfill the color photograph requirements by submitting them as digital images, in a format specified by the issuing authority, electronically cross-referenced to the reportable transaction they are associated with. Notwithstanding the digital images may be captured from required video recordings, this provision does not alter or amend the requirements of the General Operating Requirements.

N. Renewals, extensions and redemptions. For renewals, extensions and redemptions, the licensee shall provide the original transaction identifier, the date of the current transaction, and the type of transaction.

O. Disposition of articles.

1. When an article of pawned or pledged property is redeemed from a licensee, the records shall contain an account of such redemption with the date, interest charges accrued, and the total amount for which the article was redeemed.

2. When an article of purchased or forfeited property is sold or disposed of by a licensee and the licensee receives \$100.00 or more in the payment thereof, the records shall contain an account of such sale with the date, the amount for which the article was sold, and the full name, current address, and telephone number of the person to whom sold.

P. Inspection of records. The records must at all reasonable times be open to inspection by the police department or department of licenses and consumer services. Data entries shall be retained for at least three years from the date of

transaction. Entries of required digital images shall be retained a minimum of 180 days.

Q. Daily reports to police. Effective 60 days from the effective date of this Ordinance, licensees must submit every reportable transaction to the police department daily in the following manner:

1. Licensees must provide to the police department all information required in section (a) through (f) and other required information, by transferring it from their computer to the automated property system via modem. All required records must be transmitted completely and accurately after the close of business each day in accordance with standards and procedures established by the issuing authority using procedures that address security concerns of the licensees and the issuing authority. The licensee must display a sign of sufficient size, in a conspicuous place in the premises, which informs all patrons that all transactions are reported to the police department daily.
2. Billable transaction fees. Licensees will be charged for each billable transaction reported to the police department.
3. If a licensee is unable to successfully transfer the required reports by modem, the licensee must provide the police department printed copies of all reportable transactions along with the video tape(s) for that date, by 12:00 [noon] the next business day;
4. Until corrected, licensee must provide required documentation in printed format and resubmit as electronic when error is corrected
5. If a licensee is unable to capture, digitize or transmit the photographs required, the licensee must immediately take all required photographs with a still camera, cross-reference the photographs to the correct transaction, and make the pictures available to the police department upon request.
6. Regardless of the cause or origin of the technical problems that prevented the licensee from uploading their reportable transactions, upon correction of the problem, the licensee shall upload every reportable transaction from every business day the problem had existed.

R. Receipt required. Every licensee must provide a receipt to the party identified in every reportable transaction and must maintain a duplicate of that receipt for three years. The receipt must include at least the following information:

1. The name, address and telephone number of the licensed business.
2. The date and time the item was received by the licensee.

3. Whether the item was pawned or sold, or the nature of the transaction.
4. An accurate description of each item received including, but not limited to, any trademark, identification number, serial number, model number, brand name, or other identifying mark on such an item.
5. The signature or unique identifier of the licensee or employee that conducted the transaction.
6. The amount advanced or paid.
7. The monthly and annual interest rates, including all pawn fees and charges.
8. The last regular day of business by which the item must be redeemed by the pledger without risk that the item will be sold, and the amount necessary to redeem the pawned item on that date.
9. The full name, current residence address, current residence telephone number, and date of birth of the pledger or seller.
10. The state of issue and identification number from a current valid photo driver's license or a current valid state photo identification card from any state or from any province of Canada.
11. Description of the pledger or seller including approximate sex, height, weight, race, color of eyes and color of hair.
12. The signature of the pledger or seller identified in the transaction.
13. All printed statements as required by M.S.A. § 325J.04, subd. 2, or any other applicable statutes.

S. Redemption period. Any person pledging, pawning or depositing an item for security must have a minimum of 90 days from the date of that transaction to redeem the item before it may be forfeited and sold. During the 90 day holding period, items may not be removed from the licensed location except as provided in Section 6-8-5(U). Licensees are prohibited from redeeming any item to anyone other than the person to whom the receipt was issued or, to any person identified in a written and notarized authorization to redeem the property identified in the receipt, or to a person identified in writing by the pledger at the time of the initial transaction and signed by the pledger, or with approval of the police license inspector. Written authorization for release of property to persons other than original pledger must be maintained along with original transaction record in accordance with Section 6-8-5(R).

T. Police order to hold property.

1. Investigative hold. Whenever a law enforcement official from any

agency notifies a licensee not to sell an item, the item must not be sold or removed from the premises. The investigative hold shall be confirmed in writing by the originating agency within 72 hours and will remain in effect for 15 days from the date of initial notification, or until the investigative order is canceled, or until an order to hold/confiscate is issued, pursuant to Section 6-8-5(U), whichever comes first.

2. Order to hold. Whenever the Chief of Police, or the Chief's designee, notifies a licensee not to sell an item, the item must not be sold or removed from the licensed premises until authorized to be released by the Chief or the Chief's designee. The order to hold shall expire 90 days from the date it is placed unless the Chief of Police or the Chief's designee determines the hold is still necessary and notifies the licensee in writing.

U. Order to confiscate. If an item is identified as stolen or evidence in a criminal case, the Police Chief or Chief's designee may:

1. Physically confiscate and remove it from the shop, pursuant to a written order from the Police Chief or the Chief's designee, or
2. Place the item on hold or extend the hold as provided in Section 6-8-5 (T)(2), and leave it in the shop.
3. When an item is confiscated, the person doing so shall provide identification upon request of the licensee, and shall provide the licensee the name and phone number of the confiscating agency and investigator, and the case number related to the confiscation.
4. When an order to hold/confiscate is no longer necessary, the Chief of Police, or Chief's designee shall so notify the licensee.

V. Inspection of items. At all times during the terms of the license, the pawnbroker, precious metal dealer or secondhand goods dealer licensee must allow law enforcement officials to enter the premises where the licensed business is located, including all off-site storage facilities as authorized in Section 6-8-10-(6), during normal business hours, except in an emergency, for the purpose of inspecting such premises and inspecting the items, ware and merchandise and records therein to verify compliance with this chapter or other applicable laws.

W. Label required. Licensees must attach a label to every item at the time it is pawned, purchased or received in inventory from any reportable transaction. Permanently recorded on this label must be the number or name that identifies the transaction in the shop's records, the transaction date, the name of the item and the description or the model and serial number of the item as reported to the police department, whichever is applicable, and the date the item is out of pawn or can be sold, if applicable. Labels shall not be re-used.

X. License display. A license issued under this section must be posted in a conspicuous place in the premises for which it is used. The license issued is only effective for the compact and contiguous space specified in the approved license application.

Y. Responsibility of licensee. A licensee under this section shall be responsible for the conduct of the business being operated and shall maintain conditions of order. The conduct of agents or employees of a licensee, engaged in performance of duties for the licensee, shall be deemed the conduct of the licensee.

Z. Gambling. No licensee under this section may keep, possess, or operate, or permit the keeping, possession, or operation on the licensed premises of dice, slot machines, roulette wheels, punchboards, blackjack tables, or pinball machines which return coins or slugs, chips, or tokens of any kind, which are redeemable in merchandise or cash. No gambling equipment authorized under Minnesota Statutes, Chapter. 349, may be kept or operated and no raffles may be conducted on the licensed premises and/or adjoining rooms. The purchase of lottery tickets may take place on the licensed premises as authorized by the director of the lottery pursuant to Minnesota Statutes, Chapter 349A.

AA. Penalty for property owner. It is unlawful for any person who owns or controls real property to knowingly permit it to be used for pawn brokering without a license.

BB. Property to be kept on premises. All property deposited, left, pledged, pawned, or held for sale must be stored in an enclosed facility and may not be stored outside of the premises. The city may, however, permit the licensee to designate one off premises locked and secured facility pursuant to Section 6-8-10-(6), in which the licensee may store only cars, boats, and other motorized vehicles. The licensee shall permit immediate inspection of the facility at any time during business hours by the city. All provisions in this section regarding record keeping and reporting shall apply to oversized items. All property shall be stored in compliance with zoning and/or fire regulations and in an orderly manner subject to inspection by the fire department. The premises shall also be equipped with an operational security alarm.

6-8-6 Restricted Transactions:

A. Hours of operation. No licensee shall keep the pawnbroker, precious metal dealer or second hand goods dealer business open for the transaction of business on any day of the week before 7:00 a.m. or after 9:00 p.m.

B. Minors. The pawnbroker shall not purchase or receive personal property of any nature on deposit or pledge from any minor.

- C. Prohibited goods. No licensee under this section shall accept any item of property which contains an altered or obliterated serial number or "operation identification" number or any item of property whose serial number has been removed.
- D. Security interest. No licensee nor any agent or employee of a licensee shall purchase, accept, or receive any article of property knowing, or having reason to know, that the article of property is encumbered by a security interest. For the purpose of this section, "security interest" means an interest in property which secures payment or other performance of an obligation.
- E. True owner. No licensee nor any agent or employee of a licensee shall purchase, accept, or receive any article of property, from any person, knowing, or having reason to know, that said person is not the true and correct owner of the property.
- F. Proper identification. No licensee nor any agent or employee of a licensee shall purchase, accept, or receive any article of property, from any person, without first having examined a current valid photo driver's license or a current valid state photo identification card from any state or from any province of Canada.

6-8-7 Inspections by Police or Claimed Owner:

- A. Premises. Any licensee shall, at all times during the term of the license, allow the police department to enter the premises, where the licensee is carrying on business, including all off-site storage facilities as authorized in Section 6-8-10 (6), during normal business hours, except in an emergency, for the purpose of inspecting such premises and inspecting the articles and records therein to locate goods suspected or alleged to have been stolen and to verify compliance with this section or other applicable laws. No licensee shall conceal any article in his possession from the police department.
- B. Property. All articles of property coming into the possession of any licensee shall be open to inspection and right of examination of any police officer or any person claiming to have been the owner thereof or claiming to have had an interest therein when such person is accompanied by a police officer.

6-8-8 Conduct of Persons on Licensed Premises:

- A. Property of another. No person may pawn, pledge, sell, leave, or deposit any article of property not their own; nor shall any person pawn, pledge, sell, leave, or deposit the property of another, whether with permission or without; nor

shall any person pawn, pledge, sell, leave, or deposit any article of property in which another has a security interest; with any licensee.

- B. Minors. No minor may pawn, pledge, sell, leave, or deposit any article of property with any licensee.
- C. Proper identification. No person may pawn, pledge, sell, leave or deposit any article of property with any licensee without first having presented a current valid photo driver's license or a current valid state photo identification card from any state or from any province of Canada.
- D. False identification. No person seeking to pawn, pledge, sell, leave, or deposit any article of property with any licensee shall give a false or fictitious name; nor give a false date of birth; nor give a false or out of date address of residence or telephone number; nor present a false driver's license or identification card; to any licensee.
- E. Maintenance of Order. A licensee under this Chapter shall be responsible for the conduct of the business being operated and shall maintain conditions of order.
- F. Gambling. No licensee under this Chapter may keep, possess, or operate, or permit the keeping, possession, or operation on the licensed premises of dice, slot machines, roulette wheels, punchboards, blackjack tables, or pinball machines which return coins or slugs, chips, or tokens of any kind, which are redeemable in merchandise or cash. No gambling equipment authorized under Minnesota Statutes, Section 349.11-349.60 may be kept or operated and no raffles may be conducted on the licensed premises and/or adjoining rooms. The purchase of lottery tickets may take place on the licensed premises as authorized by the director of the lottery pursuant to Minnesota Statutes, Section 349A.01-349A.15.

6-8-9 Required Signage:

A. All licensees shall by adequate signage and/or separate written notice inform persons seeking to pawn, pledge, sell, leave, or deposit articles of property with the licensee of the foregoing requirements.

1. For the purpose of this subsection, "adequate signage" shall be deemed to mean at least one sign of not less than four square feet in surface area, comprised of lettering of not less than three-quarters of an inch in height, posted in a conspicuous place on the licensed premises and stating substantially the following:

TO PAWN OR SELL PROPERTY:

YOU MUST BE AT LEAST 18 YEARS OF AGE. YOU MUST BE THE TRUE OWNER OF THE PROPERTY.

THE PROPERTY MUST BE FREE OF ALL CLAIMS AND LIENS. YOU MUST PRESENT VALID PHOTO IDENTIFICATION. VIOLATION OF ANY OF THESE REQUIREMENTS IS A CRIME.

2. For the purpose of this subsection, "separate written notice" shall be deemed to mean either the receipt, as required in Section 6-8-6 (R), or a printed form, incorporating a statement to the effect that the person pawning, pledging, selling, leaving, or depositing the article is at least 18 years of age; is the true owner of the article; and that the article is free of all claims and liens; which is acknowledged by way of signature of the person pawning, pledging, selling, leaving, or depositing the article.

6-8-10 General Restrictions:

No pawnbroker licensed under this section shall:

1. Lend money on a pledge at a rate of interest above that allowed by law;
2. Knowingly possess stolen goods;
3. Sell pledged goods before the time to redeem has expired;
4. Refuse to disclose to the city, after having sold pledged goods, the name of the purchaser or the price for which the item sold; or
5. Make a loan on a pledge to a minor.

6. Business at only one place. A license under this chapter authorizes the licensee to carry on its business only at the permanent place of business designated in the license. However, upon written request, the Chief of Police, or Chief's Designee, may approve an off-site locked and secured storage facility. The licensee shall permit inspection of the facility in accordance with (Inspection of Items). All provisions of this chapter regarding record keeping and reporting apply to the facility and its contents. Property shall be stored in compliance with all provisions of the city code. The Licensee must either own the building in which the business is conducted, and any approved off-site storage facility, or have a lease on the business premise that extends for more than six (6) months.

6-8-11 Denial, Suspension or Revocation:

A. Any license under this chapter may be denied, suspended or revoked for one or more of the following reasons:

1. The proposed use does not comply with the applicable zoning code.
2. The proposed use does not comply with any health, building, building maintenance or other provisions of this Code of Ordinances or state law.
3. The applicant or licensee has failed to comply with one or more provisions of this chapter.
4. The applicant is not a citizen of the United States or a resident alien, or upon whom it is impractical or impossible to conduct a background or financial investigation due to the unavailability of information.
5. Fraud, misrepresentation or bribery in securing or renewing a license.
6. Fraud, misrepresentation or false statements made in the application and investigation for, or in the course of, the applicants business.
7. Violation within the preceding five (5) years, of any law relating to theft, damage or trespass to property, sale of a controlled substance, or operation of a business.
8. The owner of the premises licensed or to be licensed would not qualify for a license under the terms of this chapter.
9. Any state or local law relating to moral character and repute.

B. A revocation or suspension by the City Council shall be preceded by written notice to the licensee and a public hearing. The written notice shall give at least ten days' notice of the time and place of the hearing and shall state the nature of the charges against the pawnbroker, precious metal dealer, or secondhand goods dealer. The notice may be served upon the pawnbroker, precious metal dealer, or secondhand goods dealer personally or by United States mail addressed to the most recent address of the business in the license application.

6-8-12. Severability:

If any section, subsection, sentence, clause, or phrase of this Chapter is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council hereby declares that it would have adopted this Chapter and each section, subsection, sentences, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

6-8-13 Penalty:

Violation of any provision of this section shall be a misdemeanor under Minnesota law and the City Code.

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Ordinance Amendment – Rental Housing License
DATE: July 1, 2019

OVERVIEW

The City established a Rental Housing License Ordinance in December 2013. All rental units within the City were to have established their first license by January 15, 2014. From this initial registration point, all properties with even numbered addresses would then renew on even years and odd numbered addresses would renew on odd years. In 2017, staff worked with Council and reduced the rental program fees.

Since implementation the city has received comments from tenants, landlords and neighbors regarding rental housing. Rental programs are put in place to serve neighbors of the properties and the community as a whole to ensure safe and responsible practices. Cities uses rental programs to serve the community needs by holding property owners to a standard of safe and decent housing.

Staff has continued to monitor the success of the ordinance, its impact in the community and the properties in which Community Development and the Police Department receive high calls on. Currently, both departments are working with common properties to address high police calls, housing safety issues and exterior code complaints.

Community Development and the Police Department have coordinated efforts to review and create an ordinance that provides property owners the ability to have a successful rental property while remaining a good neighbor in the community. Utilizing surrounding cities, and best practices, minor changes are being requested. Those include:

- Administering the Rental License as a business license to create a consistent and transparent process
- Clarifying language on when and how a property would require an inspection
- Removing language that is beyond the City's enforceable capacity
- Identifying site capacity and the process for conversion
- Creating a minimum standard of conduct to address properties with high volume call and enforcement issues

ITEMS TO BE DISCUSSED:

Amendment to Chapter 4, Section 6 – Rental Housing Licensing

TIMELINE:

If Council is in agreement with the above suggested Amendments, the following timeline will apply:

July 1st – 1st Reading

July 15th – 2nd Reading

July 19th – Publish for Comment

August 19, 2019 - Effective

ATTACHMENTS:

City Code, Chapter 4, Section 6 Rental Housing Licensing, red lined version.

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

ORDINANCE 250, SECOND SERIES

AN ORDINANCE AMENDING CHAPTER 4, SECTION 6 ENTITLED "RENTAL
HOUSING LICENSING"

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Amended. That Chapter 4, Section 6, shall hereby be amended to read as follows:

"Exhibit A".

Section 2. Effective Date. This Ordinance shall take effect thirty days after publication or as noted in the amendment.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS
THIS _____ OF _____, 2019.

APPROVED:

Steven D. Feldman
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk

(seal)

SECTION 6. - RENTAL HOUSING LICENSING

(Ord. 188, eff. 1-18-2014, [revised 00-00-2019](#))

SECTION

- 4-6-1: Purpose
- 4-6-2: Application
- 4-6-3: Definition
- 4-6-4: License
- 4-6-5: Inspection Criteria
- 4-6-6: Responsibility of Owners and Occupants
- 4-6-7: [Maximum Density Site Capacity](#)
- 4-6-8: [Minimum Standards for Conduct on Licensed Property](#)
- 4-6-9: General Requirements
- 4-6-~~910~~: ~~Minimum Standards for Basics Equipment and Facilities~~
- 4-6-~~1011~~: Minimum Standards for Light and Ventilation
- 4-6-~~1112~~: Dwellings Unfit for Human Habitation
- 4-6-~~1213~~: Ordinance Implementation
- 4-6-~~1314~~: Penalties and Violations

4-6-1. - Purpose.

It is the purpose of this Ordinance to assure that rental housing in the City of St. Francis is decent, safe and sanitary and is so operated and maintained as not to become a nuisance to the neighborhood or to become an influence that fosters blight and deterioration or creates a disincentive to reinvestment in the community. The operation of rental residential properties is a business enterprise that entails certain responsibilities. Operators are responsible to take such reasonable steps as are necessary to assure that the citizens of the City who occupy such units may pursue the quiet enjoyment of the normal activities of life in surroundings that are: safe, secure and sanitary; free from crimes and criminal activity, noise, nuisances or annoyances; free from reasonable fears about safety of persons and security of property; and suitable for raising children.

With respect to rental disputes and except as otherwise specifically provided by the terms of this Ordinance, it is not the intention of the City to intrude upon the fair and acceptable relationship between tenant and landlord. The City does not intend to intervene as an advocate of either party, or to act as an arbiter, or to be receptive of complaints from a tenant or landlord which are not specifically and clearly relevant to the provisions of this Ordinance. In the absence of such relevancy, with regard to rental disputes, it is intended that the contracting parties exercise such legal rights as are available to them without the intervention of the City.

4-6-2. - Application.

Every non-owner occupied rental dwelling unit [or owner-occupied dwelling with individual rooms or units being rented to a non-family member](#), and its premises used whole or in part as a home or residence, for a family or person, shall conform to the requirements of this Ordinance irrespective of when such building was constructed, altered or repaired. This Ordinance establishes minimum standards for erected rental dwelling units, accessory structures and related premises. All dwelling units must also comply ~~will with~~ all other applicable standards found in the City Code.

4-6-3. - Definitions.

1. **Approved.** ~~When used in reference to the design and capabilities of physical systems of a dwelling, shall mean having passed the inspection of the Compliance Officer. The basis for passage of such inspection shall be an analysis of the effective state codes and an analysis of the degree to which the systems meet the standards established by such codes. Rental License will be approved by the City Council based on review by the Compliance Officer. Rental Licenses are business licenses.~~

Rental licenses shall fall under regulations in Section 6 of City Code. It shall be the objective of the Compliance Officer, unless otherwise specified, to establish minimum qualifications for approval of such system, which qualifications can maintain substantial compliance with the effective state codes and can be achieved in a reasonably economical and practical manner.

2. **Building.** Any structure built for support, shelter or enclosure of persons, animals, chattel or movable property of any kind, and includes any structure.
3. **Compliance Officer.** The City Building Official or other designee of the City Administrator authorized to administer and enforce this article.
4. **Dwelling.** A building or portion thereof, designated exclusively for the residential occupancy, including one-family, two-family, multiple family dwellings, and manufactured houses, but not including hotels, motels, nursing homes, residential care facilities, or assisted living facilities.
5. **Dwelling, Multiple Family.** A building designed with two (2) or more dwelling units exclusively for the occupancy of two (2) or more families living independently of each other, but sharing hallways, main entrances, and exits.
6. **Dwelling Unit.** A residential building or portion thereof intended for occupancy by one (1) or more persons with facilities for living, sleeping, cooking and eating but not including but not including hotels, motels, nursing homes, residential care facilities, or assisted living facilities.
7. **Family.** An individual or two (2) or more persons related by blood, marriage, adoption, domestic partnership, or foster care or a group of not more than three (3) persons not so related maintaining a common household and using common cooking/kitchen and bathroom facilities.
8. **Garbage.** Animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.
9. **Habitable Room.** A room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closet compartments, laundries, furnace rooms, unfinished basements (those without required ventilation, required electric outlets and required exit facilities), pantries, utility rooms of less than fifty (50) square feet of floor space, foyers, communicating corridors, stairways, closets, storage spaces and workshops, hobby and recreation areas in parts of the structure below ground level or in attics.
10. **Heated Water.** Water heated to a temperature of not less than one hundred twenty (120) degrees Fahrenheit, or such lesser temperature required by government authority, measured at the faucet outlet.
11. **Kitchen.** A space which contains a sink with counter working space, adequate space for installing cooking and refrigeration equipment and adequate space for the storage of cooking utensils.
12. **Lease.** An agreement to rent. For use as a verb, see Rent.
13. **Non-owner Occupied.** Residential structures in which the owner does not occupy units contained in the structure.
13. **Occupant.** Any person sleeping, cooking and eating in a dwelling unit.
14. **Operator.** The owner or his agent who has charge, care, control, or management of a building, or part thereof, in which dwelling units are let.
15. **Owner.** Any person who alone, jointly, or severally with others, shall be in actual possession of, or have charge, care or control of, any dwelling or dwelling unit within the city as title holder, as employee or agent of the title holder, or as trustee or guardian of the estate or person of the title holder. Any such person representing the actual title holder shall be bound to comply with the provisions of this article to the same extent as the title holder.
16. **Permissible Occupancy.** The maximum number of persons permitted to reside in a dwelling unit.

17. **Plumbing.** All of the following supplied facilities and equipment in a dwelling: gas pipes, gas burning equipment, water pipes, steam pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents and any other similar fixtures and the installation thereof, together with all connections to water, sewer and gas lines.
18. **Premises.** A platted lot or part thereof or unplatted parcel of land occupied by any dwelling or non-dwelling structure, including any such building, accessory structure or other structure thereon.
19. **Refuse.** All organic and non-organic waste, including garbage and rubbish as defined in City Code.
20. **Rent.** Consideration paid for the use of premises, including, but not necessarily limited to, money, services and property. As a verb, the term "rent" means to get or give the use of premises in return for such consideration or any combination thereof. The term "rent" does not include arrangements whereby a relative, as defined in Minnesota Statutes 273.124, subd. 1 (c), occupies a dwelling for no consideration or for consideration that includes no more than maintenance of the dwelling or premises, and which arrangement is detailed and sworn to in affidavits filed by each adult occupant of the dwelling and each person who is an owner of the dwelling.
21. **Rental Dwelling.** A non-owner occupied building or portion thereof let for rent or lease, designed or used predominantly for residential occupancy of a continued nature, including single-family dwellings, attached or detached, and multiple family dwellings, but not including hotels, motels, nursing homes, residential care facilities, or assisted living facilities.
22. **Rental Dwelling Unit.** A non-owner occupied single residential accommodation let for rent or lease which is arranged, designed, used or, if vacant, intended for use exclusively as a domicile for one family. Where a private garage is structurally attached, it shall be considered as a part of the building in which the dwelling is located.
23. **Repair.** To restore to a sound and acceptable state of operation, serviceability or appearance.
24. **Rodent Harborage.** Any place where rodents can live, nest or seek shelter.
25. **Rubbish.** Solid wastes consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin cans, grass and shrubbery clippings, wood, glass, brick, plaster, bedding, crockery and similar materials.
26. **Supplied.** Paid for, furnished by, provided by or under the control of the owner, operator or agent of a dwelling. Whenever the terms "dwelling," "dwelling unit," "premises," and "structure" are used in this article, they shall be construed as though they were followed by the words "or any part thereof."
27. **Toilet.** A toilet, with a bowl and trap made in one piece, which is connected to the city water and sewer system or other approved water supply and sewer supply.

4-6-4. - License.

1. A- *License Required.* No person, firm or corporation shall operate a rental dwelling unit without first having obtained a license to do so from the City as provided for in this Ordinance.

a. Rental Licenses are subject to and shall follow the Business Regulation and Licensing Ordinance of City Code, Chapter 6

b. Each license shall be good for two (2) years and expire on January 31 on the second year after issuance, except as otherwise described in Section 4-6-12 regarding the process for the first renewal.

c. License renewals for the following years shall be filed on or before January 15 prior to the license expiration date.

d. A license shall not become valid until a complete application is received, the required fee is paid and inspections or re-inspections are completed as necessary.

e. Rental dwelling licenses shall not be transferable to another person, organization or to another rental dwelling

f. Every person holding a rental dwelling licenses shall give notice in writing to the City within **ten (10)** business days after having legally transferred or otherwise disposed of the legal control of any licensed rental dwelling. The notice shall include the name and address of the person succeeding the ownership or control of the licensed dwelling or dwellings.

B. *Application.* Applications for rental licenses shall be made in writing to the City by the owner of the rental dwelling unit(s) or his/her designated agent. The applicant shall supply:

1. The name, address and telephone number of the dwelling owner, the owning partners if a partnership and/or that of the corporate officers if a corporation.
2. The name, address and telephone number of the designated resident agent, if any.
3. The name, address and telephone number of the management representative.
4. The name, address and telephone number of the vendee, if the dwelling is being sold through a contract for deed.
5. The legal address of the dwelling.
6. The type of dwelling.
7. The type and number of dwelling units within the dwelling.
8. Number of occupants.
9. A description of the procedure through which tenant inquiries and complaints are to be processed.
10. An acknowledgement that the owner or designated agent has received a copy of this Ordinance.
11. Certification of Taxes and Utilities Paid: Prior to approving an application for a rental housing license, the property owner shall provide certification to the City that there are no delinquent property taxes, special assessments, interest, or City utility fees due upon the parcel of land to which the rental housing license application relates.

C. *Fees.*

1. In General

a. License fees for renewal of licenses under this Ordinance shall be due on January 15 immediately prior to the license expiration date.

b. In cases of new unlicensed dwellings, license fees shall be due upon issuance of the certificate of occupancy.

~~c. In cases of licensing for periods of less than one (1) year, license fees shall be prorated monthly.~~

~~2. d.~~ The amount of license fees shall be as set forth in the City's official fee schedule. The licensee shall not be entitled to a refund of any license fee upon revocation or suspension of the license. ~~However, the licensee shall be entitled to a refund of any license fee, prorated monthly, upon proof of transfer of legal control or ownership.~~

2. Additional Fees. Failure to renew a license by a required deadline, conversion, and re-inspections will be subject to additional fees as outlined in the City's official fee schedule.

D. *Inspection-Required.*

1. No license shall be issued or renewed under this Ordinance unless the rental dwelling and its premises conform to the ordinances of the City and the laws of the State of Minnesota.
 2. The City may requireconduct an inspection of such dwelling and premises to make that determination.
 3. It is the responsibility of the property owner to coordinate inspection and notify tenants in accordance with statutory requirements of Minn. Stat. Chapter 504B.
 4. Failure to schedule or allow such inspection is a violation of this Ordinance.
- E. *Posting of License.* Every licensee of a rental dwelling shall cause to be conspicuously posted in the main entryway or other conspicuous location therein the current license of the respective rental dwelling for all multiple family buildings.

F. Lease Addendum for Crime Free/Drug Free Housing. Property owners and manager shall require tenants to complete a lease addendum supporting Crime Free/Drug Free housing at the time of lease agreement.

4-6-5. - Inspection criteria.

The City may inspect any rental unit if it falls within one or more of the following criteria:

- A. Such a unit has been abandoned by the owner or the owner of such unit cannot be found.
- B. The rental dwelling unit license has been suspended, revoked or denied.
- C. Water, gas, garbage or electric service to such unit has been discontinued, ~~as a result of nonpayment.~~
- ~~D. The unit is on a parcel of land which is on the list of delinquent taxes filed by the County Auditor with the court administrator of the district court pursuant to Minnesota Statutes Section 279.05.~~
- ~~E-D~~ The City has probable cause to believe that there exist within such unit one or more violations of the requirements of this ordinance, fire or life/safety concerns.
- ~~FE~~ The unit of property within which the unit is located has, within the preceding six (6) months, renewed a license after suspension or revocation.
- ~~GE~~ The unit is the subject of a pending notice of the City's intent to suspend or revoke the rental license.
 1. The Compliance Officer is hereby authorized, in conformity with this Ordinance, to inspect all rental dwelling units to enforce this section and all applicable safety codes.
 2. The Compliance Officer is authorized to inspect all rental dwelling units in dwellings, whether having a rental license hereunder or not. The inspection may include the building or structure containing the rental dwelling unit, the land upon which it is located and accessory uses or structures related to the rental dwelling unit. All inspections authorized by this section shall be limited to those which are done for the purpose of seeking compliance with the applicable safety codes, and shall take place only at reasonable hours or as may otherwise be agreed upon by the owner and the Compliance Officer.
 3. The City shall give notice to the owner of any violations of the applicable safety codes which are discovered during any inspection. The Compliance Officer inspecting any rental dwelling, as provided herein, shall notify the license holder of all violations, if any, by issuing a written compliance order. Said compliance order shall direct that compliance on violation(s) be made within no more than ten (10) business days from the date of the notice, unless extended for good cause by the Building Official, Fire Chief or their designated representative.

4-6-6. - Responsibilities of owners or occupants.

No owner or other person shall occupy or let another person occupy any rental dwelling unit, unless the premises are clean, sanitary, fit for human occupancy and complies with all applicable legal requirements of the applicable State Law and the City Code, including the following requirements:

- A. *License.* The owner of a rental dwelling unit shall obtain and license ~~and shall pass the required inspection prior to any occupancy of the rental dwelling unit.~~
- B. *Maintenance.*
 - 1. *Shared or Public Areas.* Every owner of a rental dwelling unit shall maintain in a clean, sanitary and safe condition, the shared or public areas of the building and premises thereof.
 - 2. *Occupied Areas.* All occupants of a rental dwelling unit shall maintain in a clean, sanitary and safe condition that part or those parts of the building and premises thereof that she/he occupies and controls.
- C. *Storage and Disposal of Garbage and Rubbish.*
 - 1. All occupants of a rental dwelling unit shall store and dispose of all their rubbish in a clean, sanitary and safe manner as identified by City Code.
 - 2. All occupants of a rental dwelling unit shall store and dispose of all their garbage and any other organic waste which might provide food for insects and/or rodents in a clean, sanitary and safe manner.
 - 3. Every owner of a rental dwelling unit shall supply facilities of adequate size for the sanitary and safe storage and disposal of rubbish and garbage.
 - 4. Every owner of a rental dwelling unit shall supply facilities of adequate size for the sanitary and safe storage and collection of recyclables.
- D. *Pest Control.*
 - 1. *Pest Extermination.*
 - a. Every owner of a rental dwelling unit shall be responsible for the extermination of vermin infestations and/or rodents on the premises.
 - b. Every occupant of a dwelling unit containing more than one dwelling unit or an occupant of a nonresidential building containing more than one unit shall be responsible for the extermination whenever his unit is the only one infested.
 - c. Notwithstanding, however, whenever infestations caused by the failure of the owner to maintain a building in a reasonable rodent-proof or reasonable vermin-proof condition, extermination shall be the responsibility of the owner.
 - d. Whenever infestation exists in two (2) or more of the units in any building, extermination thereof shall be the responsibility of the owner. Whenever extermination is the responsibility of the owner, the extermination must be performed by a licensed pest control contractor.
 - 2. *Rodents.*
 - a. No occupant of a rental dwelling unit shall accumulate boxes, lumber, scrap metal, or any similar materials in such a manner that may provide a rodent harborage in or about any dwelling unit or building. Stored materials shall be stacked neatly.
 - b. No owner of a rental dwelling unit shall accumulate or permit the accumulation of boxes, lumber, scrap metal, or any other similar materials in such a manner that may provide a rodent harborage in or about shared or public areas of a building or its premises. Materials stored by the owner or permitted to be stored by the owner shall be stacked neatly.

- c. No owner or occupant of a rental dwelling unit shall store, place or allow to accumulate, any materials that may serve as food for rodents in a site accessible to rodents.
- E. *Sanitary Maintenance of Fixtures and Facilities.* Every occupant of a rental dwelling unit shall keep all supplied fixtures and facilities therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.
- F. *Minimum Heating Capability and Maintenance.* In every rental dwelling unit, when the control of the supplied heat is the responsibility of a person other than the occupant, a temperature of at least sixty-eight (68) degrees Fahrenheit, or such lesser temperature required by government authority, shall be maintained at a distance of three (3) feet above the floor and three (3) feet from exterior walls in all habitable rooms, bathrooms and water closet compartments from September through May.
- G. *Minimum Exterior Lighting.* The owner of a multiple family rental building shall be responsible for providing and maintaining effective illumination in all exterior parking lots and walkways.
- H. *Driveways and Parking Areas.* The owner of a rental building shall be responsible for providing and maintaining in good condition paved and delineated parking areas and driveways for tenants.
- I. *Yards.* The owner of the building shall be responsible for providing and maintaining the yards of premises consistent with all applicable provisions in the City Code.
- J. *Exterior Storage.* Owners and occupants of rental dwelling units shall comply with the City's exterior storage requirements as regulated by Section 10-16 of the Zoning Ordinance.
- K. *Public Nuisances.* Owners and occupants of rental dwelling units shall comply with the City's public nuisance ordinance as provided for in Chapter 8 of the City Code.
- L. ~~The property owner shall be responsible for payment of all property taxes, City utility fees, special assessments, and interest. Delinquent utility accounts shall be subject to Chapter 3 of the City Code.~~
- M. Accessory Land Uses. Any land use applications including home businesses, animal related permits, or similar uses which require some form of City approval (i.e. a permit or additional license) must be submitted with the consent or approval of the rental licensee prior to the application being deemed complete and processed for consideration.

4-6-7. ~~Maximum density Site Capacity.~~

A. Maximum Density. No person shall occupy nor permit or let to be occupied any rental dwelling unit for the purpose of living therein, which does not comply with the following requirements. The maximum permissible occupancy of any dwelling unit shall be determined as follows:

1. A. For the first occupant, one hundred fifty (150) square feet of habitable room floor space and for every additional occupant thereof, at least one hundred (100) square feet of habitable room floor space.
2. B. In no event shall the total number of occupants exceed two (2) times the number of habitable rooms, less kitchen, in the dwelling unit.

B. Property Conversion

1. Rental conversion of a duplex or multiple family dwelling into a single family home shall be permitted.

2. Rental conversion of a single-family home to a duplex or multiple family dwelling unit shall be prohibited unless specifically permitted by the underlying zoning district, meets State Fire and

State Building code requirements and all applicable permits to facilitate such a change have been approved.

4-6-8 MINIMUM STANDARDS FOR CONDUCT ON LICENSED PROPERTY.

- A. It shall be the responsibility of the licensee to see that persons occupying a licensed property conduct themselves in a manner as to not cause the premises to be disorderly. For the purposes of this section, a premises shall be considered disorderly if any of the following activities occur:
1. Violation of the City's noise ordinance;
 2. Violation of state laws relating to the possession or sale of illegal drugs and controlled substances;
 3. Violation of Public Nuisance Code;
 4. Violation of state laws relating to acts of prostitution;
 5. The unlawful use or possession of a firearm per state law;
 6. Violation of Minnesota Statutes, Chapter 609 as may be amended (i.e. disorderly conduct, unlawful assembly, making of terroristic threats, etc).
 7. The Unlawful Sale of Alcoholic Beverages in violation of Minnesota Statute 340A.503.subd.2(1).
 8. Allowing underage consumption or possession of alcohol, MN Statute 340A.503.
- B. Upon determination by the City that a rental unit was used in a disorderly manner, the City shall:
1. Give notice of the violation to the licensee, and direct the licensee to take all necessary steps to prevent the property from again becoming disorderly.
 2. If more than two violations in six months or three within a continuous 12 months involving the same tenants the City will review the license for suspension or revocation of the rental license.
- C. Consistent with Minnesota Statutes, Section 504B.205, sub. 3, nothing in this section:
1. Requires an eviction after a specified number of calls by a residential tenant for police or emergency assistance in response to domestic abuse or any other conduct; or
 2. Provides that calls by a residential tenant for police or emergency assistance in response to domestic abuse or any other conduct may be used to penalize or asses a fine to landlord.
- D. Rental Property owners may present evidence of mitigating circumstances showing the absence of any need for suspension or revocation of the license or right to receive such a license or the imposition of finds or other sanctions if mitigating circumstances include:
1. The license holder has initiated action to remove or evict the tenant
 2. The license holder was not the property owner at the time the disorderly use notices were issued
 3. The license holder has taken other action to monitor or positively impact the tenants conduct.

4-6-8.9 - General requirements.

No person shall occupy, as owner/occupant, or let to another occupy, any rental building or rental dwelling unit which does not comply with the following requirements, unless specifically exempt:

~~A. *Minimum Ceiling Height.* In order to qualify as habitable, rooms shall have a clear ceiling height of not less than seven (7) feet; except, that in attics or top half stories used for sleeping, study, or similar activities, the ceiling height shall be not less than seven (7) feet over at least one-half (½) of the floor area. In calculating the floor area of such rooms in attics or top half stories, only those portions of the floor area of the room having a clear ceiling height of five (5) feet or more may be included.~~

~~BA. *Access through Sleeping Rooms and Bathrooms.*~~ No dwelling unit containing two (2) or more sleeping rooms shall have a room arrangement such that access to a bathroom or water closet compartment intended for use by occupants of more than one sleeping room can be gained only by going through another sleeping room. A bathroom or water closet compartment shall not be used as the only passageway to any habitable room, hall, basement or cellar of any dwelling unit.

~~CB. *Foundations, Exterior Walls and Roofs.*~~

~~1. The foundation, exterior walls, and exterior roof shall be substantially watertight and protected against vermin and rodents and shall be kept in sound condition and repair. The foundation element shall adequately support the building at all points.~~

~~2. Every exterior wall shall be free of deterioration, holes, breaks, ~~loose~~ or rotting boards or timbers, and any other condition which might admit rain or dampness to the interior portion of the walls or to the interior spaces of the building.~~

~~3. The roof shall be tight and have no defects which admit rain, and roof drainage shall be adequate to prevent rainwater from causing dampness in the walls. ~~All exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by paint or other protective covering or treatment. If the exterior surface is unpainted or determined by the compliance officer to be paint blistered, the surface shall be painted. If the exterior surface of the pointing of any brick, block or stone wall is loose or has fallen out, the surface shall be repaired.~~~~

~~DC. *Windows, Doors ~~And~~ Screens.*~~ Every window, exterior door, and other exterior openings shall be substantially tight and shall be kept in sound condition and repair. Every window, door and frame shall be constructed and maintained in such relation to the adjacent wall construction as to completely exclude rain, wind, vermin and rodents from entering the building. Every openable window shall be supplied with mesh screens, and shall be equipped with an approved lock if located less than six (6) feet above adjacent grade.

~~E-D *Floors, Interior Walls and Ceilings.*~~ Every floor, interior wall and ceiling shall be adequately protected against the passage and harborage of vermin and rodents, and shall be kept in sound condition and good repair. Every floor shall be free of loose, warped, protruding or rotted flooring materials. Every interior wall and ceiling shall be free of holes and large cracks and loose plaster and shall be maintained in a tight, weatherproof condition. Toxic paint and materials with a lasting toxic effect shall not be used. The floor of every toilet room, bathroom, and kitchen shall have a smooth, hard, nonabsorbent surface and shall be capable of being easily maintained in a clean and sanitary condition.

~~FE. *Rodent proof.*~~ Every structure and the premises upon which it is located shall be maintained in a rodent free and rodent proof condition. All openings in the exterior walls, foundations, basements, ground or first floors, and roofs, which have a one-half inch (½") diameter or larger opening, shall be rodent proofed in an approved manner. Interior floors or basements, cellars, and other areas in contact with the soil shall be paved with concrete or other rodent impervious material.

~~GE. *Fences.*~~ All fences shall ~~consist of metal, wood, masonry, or other decay resistant material.~~ ~~Fences~~ shall be maintained in good condition both in appearance and in structure. ~~Wood material, other than decay resistant varieties, shall be protected against decay by use of paint or other preservatives.~~ All fences shall be subject to the provision of Section 10-20 of the St. Francis Zoning Ordinance.

HG. *Grading and Drainage.* During the period of May through October, every yard, court, passageway, and other portions of the premises on which a building stands shall be graded and drained so as to be free of standing water that constitutes a detriment to health and safety.

LH. *Landscaping.* Every yard of a premises on which a building stands shall be provided with lawn or combined ground cover of vegetation, garden, hedges, shrubbery, and related decorative materials, and such yard shall be maintained consistent with prevailing community standards and meet erosion control requirements. ~~Multiple family dwelling sites shall be maintained in accordance with an approved city landscape plan and shall be supplied with an irrigation system.~~

JI. *Screening.* In multiple family dwelling sites, all outside trash disposal facilities, recycling containers, and outside or rooftop mechanical equipment shall be screened from view by an opaque fence or wall high enough to completely screen the equipment.

KJ. *Safe Building Elements.* Every foundation, roof, floor, exterior and interior wall, ceilings, inside and outside stair, every porch and balcony, and every appurtenance thereto, shall be safe to use and capable of supporting loads required by the occupancy.

LK. *Facilities to Function.* Every supplied facility, piece of equipment or utility required under city ordinances and every chimney and flue shall be installed and maintained and shall function effectively in a safe, sound, and working condition.

ML. *Discontinuance of Service or Facilities.* No owner, operator, or occupant shall cause any service, facility, equipment, or utility, which is required under this Ordinance, to be removed, shut off or discontinued from any occupied building or portion thereof, except for such temporary interruptions as may be necessary while actual repairs or alterations are in process, or during temporary emergencies.

4-6-910. - Minimum standards for basic equipment and facilities.

No person shall occupy, as owner/occupant, or let to another occupy, any rental building or rental dwelling unit for the purposes of living, sleeping, cooking and eating therein which do not comply with the following requirements:

A. *Kitchen Facilities.*

1. Every dwelling unit shall have a room or portion of a room in which food may be prepared and/or cooked and which is connected to an approved sewer system.
2. Every dwelling unit shall have an approved kitchen sink in good working condition and properly connected to an approved water supply system, and which provides at all times an adequate amount of heated and unheated running water under pressure, and which is connected to an approved sewer system.
3. Every dwelling unit shall have cabinets and/or shelves for the storage of eating, drinking, and cooking equipment and utensils and of food that does not require refrigeration for safekeeping, and a counter or table for food preparation. Said cabinets and/or shelves and counter or table shall be adequate for the permissible occupancy of the dwelling unit and shall be of sound construction and furnished with surfaces that are easily cleaned and that will not impart any toxic or deleterious effect to food.
4. Every dwelling unit shall have a stove or similar device for cooking food, and a refrigerator or similar device for the safe storage of food at or below forty (40) degrees Fahrenheit, which are properly installed with all necessary connections for safe, sanitary and efficient operation. Provided, that such stove, refrigerator or similar device need not be installed when a dwelling unit is not occupied or when the occupant is expected to provide same upon occupancy, in which case, sufficient space and adequate connections for the installation and operation of said stove, refrigerator or similar device must be provided.

B. *Toilet Facilities.* Within every rental dwelling unit there shall be an uninhabitable room which is equipped with an approved toilet in good working condition. Such room shall have an entrance

door which affords privacy. Said toilet shall be equipped with easily cleaned surfaces, shall be connected to an approved water system that at all times provides an adequate amount of running water under pressure to cause the toilet to be operated properly, and shall be connected to an approved sewer system.

- C. *Lavatory Sink.* Within every rental dwelling unit there shall be an approved lavatory sink. Said lavatory sink may be in the same room as the flush water closet, or if located in another room, the lavatory sink shall be located in close proximity to the door leading directly into the room in which the said water closet is located. The lavatory sink shall be in good working condition and shall be properly connected to an approved water supply system and shall provide at all times an adequate amount of heated and unheated running water under pressure, and shall be connected to an approved sewer system.
- D. *Bathtub or Shower.* Within every rental dwelling unit there shall be an uninhabitable room which is equipped with an approved bathtub or shower in good working condition. Such room shall have an entrance which affords privacy. Said bathtub or shower may be in the same room as the flush water closet, or in another room, and shall be properly connected to an approved water supply system and shall provide at all times an adequate amount of heated and unheated water under pressure, and shall be connected to an approved sewer system.
- E. *Stairways, Porches and Balconies.* Every stairway inside or outside of a rental dwelling and every porch or balcony shall be kept in safe condition and sound repair. Stairs, handrails and guards shall conform to the current Building Code.
- F. *Access to Rental Dwelling Unit.* Access to or egress from each rental dwelling unit shall be provided without passing through any other rental dwelling unit.
- G. *Door Locks.* No owner shall occupy nor let to another for occupancy any rental dwelling or rental dwelling unit unless all exterior doors of the dwelling or dwelling unit are equipped with safe, functioning locking devices as follows:
 - 1. *Building Entrances.* For the purpose of providing a reasonable amount of safety and general welfare for persons occupying multiple family dwellings, an approved security system shall be maintained for each multiple family building to control access. The security system shall consist of locked building entrance or foyer doors, and locked doors leading from hallways into individual dwelling units. Dead-latch type doors shall be provided with lever knobs (or doorknobs) on the inside of building entrance doors and with key cylinders on the outside of building entrance doors. Building entrance door latches shall be of a type that are permanently locked from the outside and permanently locked from the inside.
 - 2. *Interior Dwelling Unit Entrances.* Every door that is designed to provide ingress or egress for a dwelling unit within a multiple family building shall be equipped with an approved lock that has a deadlocking bolt that cannot be retracted by end pressure; provided, however, that such door shall be openable from the inside without the use of a key or any special knowledge or effort.

4-6-4011. - Minimum standards for light and ventilation.

No person shall occupy, as owner/occupant, or let to another occupy, any rental building or rental dwelling unit, for the purpose of living therein, which does not comply with the following requirements:

- A. *Habitable Room Light and Ventilation.* Except where there is supplied some other device affording adequate ventilation and approved by the compliance officer, every habitable room shall have at least one window facing directly outdoors which can be opened easily meeting egress requirements if applicable. ~~The minimum total of openable window area in every habitable room shall be the greater of ten (10) percent of the floor area of the room or ten (10) square feet. One-half (½) of the required window area shall be openable.~~
- B. *Uninhabitable Room Ventilation.* Every bathroom and water closet compartment, and every laundry and utility room shall contain at least fifty (50) percent of the ventilation requirement for

habitable rooms contained in Section 4-6-10.A; except, that no windows shall be required if such rooms are equipped with a ventilation system which is approved by the compliance officer.

C. *Electric Service, Outlets and Fixtures.* Every rental dwelling unit and all public and common areas shall be supplied with electric service, functioning over current protection devices, electric outlets, and electric fixtures which are properly installed, which shall be maintained in good and safe working condition, and which shall be connected to a source of electric power in a manner prescribed by the ordinances, rules, and regulations of the City and by the laws of the State. The minimum capacity of such electric service and the minimum number of electric outlets and fixtures shall be as follows:

1. Rental dwellings containing one (1) or two (2) rental dwelling units shall have at least the equivalent of sixty (60) ampere, three-wire electric service per dwelling unit.
2. Rental dwelling units shall have at least one branch electric circuit for each six hundred (600) square feet of dwelling unit floor area.
3. Every habitable room shall have at least one floor or wall type electric convenience outlet for each sixty (60) square feet or fraction thereof of total floor area and, in no case, less than two (2) such electric outlets; provided, however, that one ceiling or wall type fixture may be supplied in lieu of one required electric outlet.
4. Every bathroom, kitchen, laundry room, and furnace room shall contain at least one (1) supplied ceiling or wall type electric light fixture, and every bathroom, kitchen, and laundry room shall contain at least one (1) electric convenience outlet. The electric convenience outlet in the bathroom shall be a GFCI outlet.
5. Every public corridor and stairway in every rental dwelling shall be adequately lighted by natural or electric light at all times so as to provide effective illumination in all parts thereof. Every public corridor and stairway in structures containing not more than two (2) dwelling units may be supplied with conveniently located light switches controlling an adequate lighting system which may be turned on when needed, instead of full time lighting.
6. A convenient switch or equivalent device for turning on a light in each rental dwelling unit shall be located near the point of entrance to such unit.

D. *Smoke and Carbon Dioxide Protection.* Smoke and carbon dioxide alarms shall be provided in conformance with the current [State Building](#) and [State Fire Codes](#).

4-6-~~11~~.12 - Dwellings unfit for human habitation.

- A. Any rental dwelling or rental dwelling unit which is damaged, decayed, dilapidated, unsanitary, unsafe, or vermin or rodent infested, or which lacks provision for basic illumination, ventilation or sanitary facilities to the extent that the defects create a hazard to the health, safety or welfare of the occupants or of the public may be declared unfit for human habitation. Whenever any rental dwelling or rental dwelling unit has been declared unfit for human habitation, the compliance officer shall order the dwelling or dwelling unit vacated within a reasonable amount of time and shall post a placard on the dwelling or dwelling unit indicating that it is unfit for human habitation and any operating license previously issued for such dwelling shall be revoked.
- B. It shall be unlawful for such rental dwelling or rental dwelling unit to be used for human habitation until the defective conditions have been corrected and written approval has been issued by the compliance officer. It shall be unlawful for any person to deface or remove the declaration placard from any such rental dwelling or rental dwelling unit.
- C. The owner of any rental dwelling or rental dwelling unit which has been declared unfit for human habitation, or which is otherwise vacant for a period of sixty (60) days or more, shall make the dwelling or dwelling unit safe and secure so that it is not hazardous to the health, safety and welfare of the public and does not constitute a public nuisance. Any vacant dwelling open at doors or windows, if unguarded, shall be deemed to be a hazard to the health, safety and welfare of the public and a public nuisance within the meaning of this ordinance.

- D. If a rental dwelling unit has been declared unfit for human habitation and the owner has not remedied the defects within a prescribed reasonable time, the dwelling may be declared a hazardous building and treated consistent with the provisions of State Statutes.

4-6-~~12~~13. - Ordinance implementation.

All rental housing shall file for the first license by January 15, 2014. All even numbered addresses shall file for the first renewal by January 15, 2016. All odd numbered addresses shall file for the first renewal by January 15, 2017. After first renewals, the procedure shall follow as described in Section 4-6-4.

4-6-~~13~~14. - Penalties and violations.

- A. Any person who violates any provision of this Section shall be guilty of a misdemeanor.
- B. Every license issued under the provisions of this Section is subject to suspension or revocation by the City should the licensed owner or the owner's duly authorized agent fail to operate or maintain a licensed dwelling or unit therein consistent with the provisions of the ordinances of the City and the Laws of the State.
- C. The City shall appoint a person responsible for administration of this section who shall have the authority to investigate licensees and to suspend or revoke licenses. Revocations and suspensions may be appealed to the City Council within thirty (30) days of notice.
- D. It shall be unlawful for the owner of any dwelling unit subject to a valid rental dwelling license to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit to another if the property is subject to an active compliance order or is subject to an active notice of violation until one of the following occurs:
1. The provisions of the compliance order or noted violation has been successfully addressed as determined by the City; or
 2. The owner furnishes the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the City; and furnishes the City with a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging receipt of the compliance order or notice of violation and that grantee, transferee, mortgagee or lessee, they fully accept the responsibility, without conditions, for making the corrections or repairs required by such compliance order or notice of violation.

LEASE ADDENDUM FOR CRIME-FREE/DRUG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any members of the resident's household, or a guest or other person under the resident's control shall not engage in illegal activity, including drug-related illegal activity, on or near the said premises. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]) or possession of drug paraphernalia (MN Statute 152.092).

2. Resident, any members of the resident's household, or a guest or other person under the resident's control shall not engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said premises.

3. Residents or members of the household will not permit the dwelling to be used for, or to facilitate illegal activity, including drug-related illegal activity, regardless of whether the individual engaging in such activity is a member of the household.

4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises or otherwise.

5. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety, or welfare of the landlord, his agent(s) or tenants.

6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** *A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease.*

It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

8. This **LEASE ADDENDUM** is incorporated into the lease executed or renewed this day between Owner and Resident.

MANAGEMENT

(Resident)

(Resident)

by: _____

(Resident)

Date Signed: _____

Date Signed: _____

Resident(s) acknowledge receipt of this addendum by signature of this document

Community Development

Quarterly Report of April through June 2019

MnDOT

MnDOT continues community engagement that began with an open house on April 23rd. Since April they installed the stop light, collected a survey, held a business meeting, met with seniors, provided information at the Bike Rodeo and staffed a booth at Pioneer days. As identified in a recent memo, there are 1,186 people who have signed up to receive information on the Hwy 47 project.

The second open house will be held Thursday, September 19th, at the First Baptist Church, 22940 St. Francis Blvd. After that presentation MnDOT will again invite businesses in, meet with the seniors and present to the School Board. . More information will be released and shared prior to this event.

Economic Development

- **Kwik Trip** –Construction began April 1st with a projected opening date of coffee and donuts at 5 a.m. on August 15th.



- **Meridian Behavioral Health**– the CUP was approved June 2018 and building permits were received by the City June 2019. Building permits are under review with Metro West. Meridian is a drug and alcohol facility, average stay is 30 to 60 days They are looking to begin construction in August or September.
- **Senior Living Project** – PUD approved for 229th Avenue site on February 2018, project has requested an extension. No word on timeline or plans for this project.
- **3518 Bridge Street** –Design standards and an RFP are being developed to propose a use beneficial to the city as a whole that meets what citizens requested in redevelopment and

comprehensive planning efforts.

- **3757/3765 Bridge Street** – sites are clean and seeded. Market study shows site supports a retail multi-tenant building. Grant funds requested from State were not awarded.
- **3731 Bridge Street** – staff continues to work with family in regards to site acquisition and nuisance property.

AC Regional Economic Development – Anoka County, St. Francis and the City of Blaine staffed a booth at a land use summit in Golden Valley. The Bridge street site was promoted for development. St. Francis is now part of the Executive Committee due to a staff change in a neighboring north AC city and continues to work on the marketing committee. This group allows St. Francis the opportunity to engage in positive marketing and engagement events to promote growth and available land. For more information on this initiative visit the website at <https://www.anokacountysuccess.org/>. This site is maintained and updated regularly by Anoka County's Economic Development Coordinator who works directly with city staff.

Housing Development



Meadows Townhomes – these lots were recently awarded back to the city through legal action. The City has partnered with Joshua Markum homes to finish this development. These lots are scheduled to close the last week of June and the contractor to begin construction immediately. Two, 4-unit buildings will be constructed as the permits have been reviewed and are ready to move forward. The contractor's goal is to have a property in the September Parade of homes. *Having a property in the Parade is a great opportunity for the City to promote itself and put our best foot forward for potential new development and individuals.*

Woodhaven Expansion – garages are in and the property has twelve of their 55 houses on site. Some of the new homes are models and will not be immediately filled with occupants. New homes expected to be added this year.

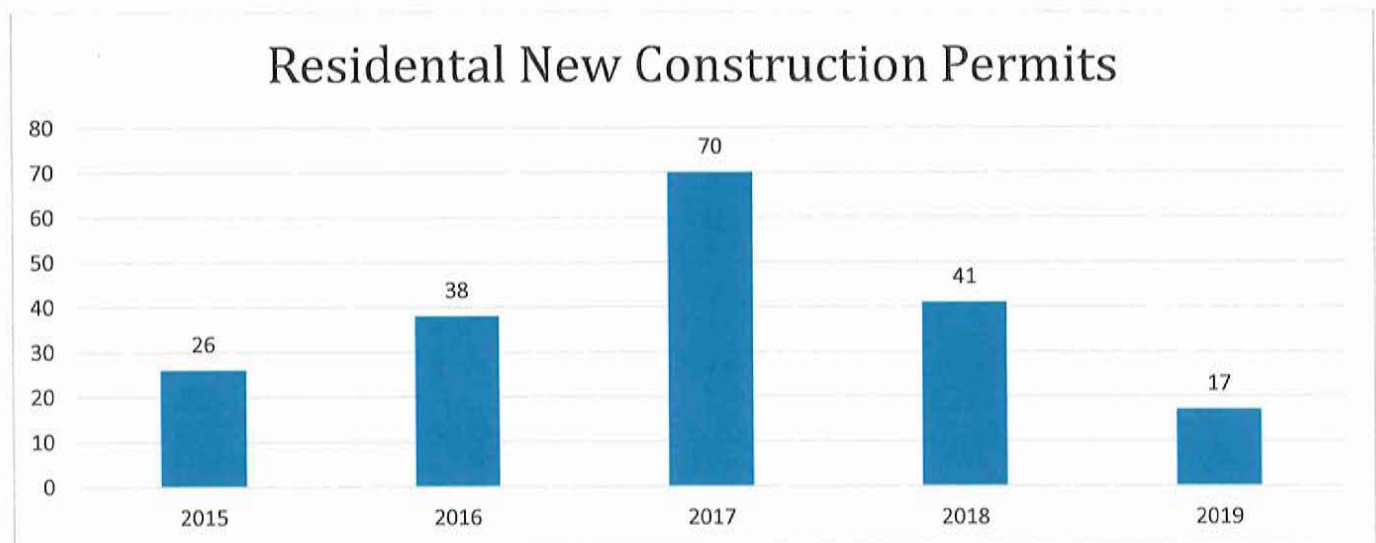
Rivers Edge Development – homes continue to move forward in Rivers Edge. The second addition of the first Phase was recently approved. The development will now begin adding villas along with single family units. Three of our regular builders are continuing to grow this development.

Chelsey Gardens Townhomes – permit under review with Metro West. Original submission had corrections to be met and build was delayed. This is the final building of the four anticipated units. This will be a ten (10) unit attached townhome structure and complete the development.

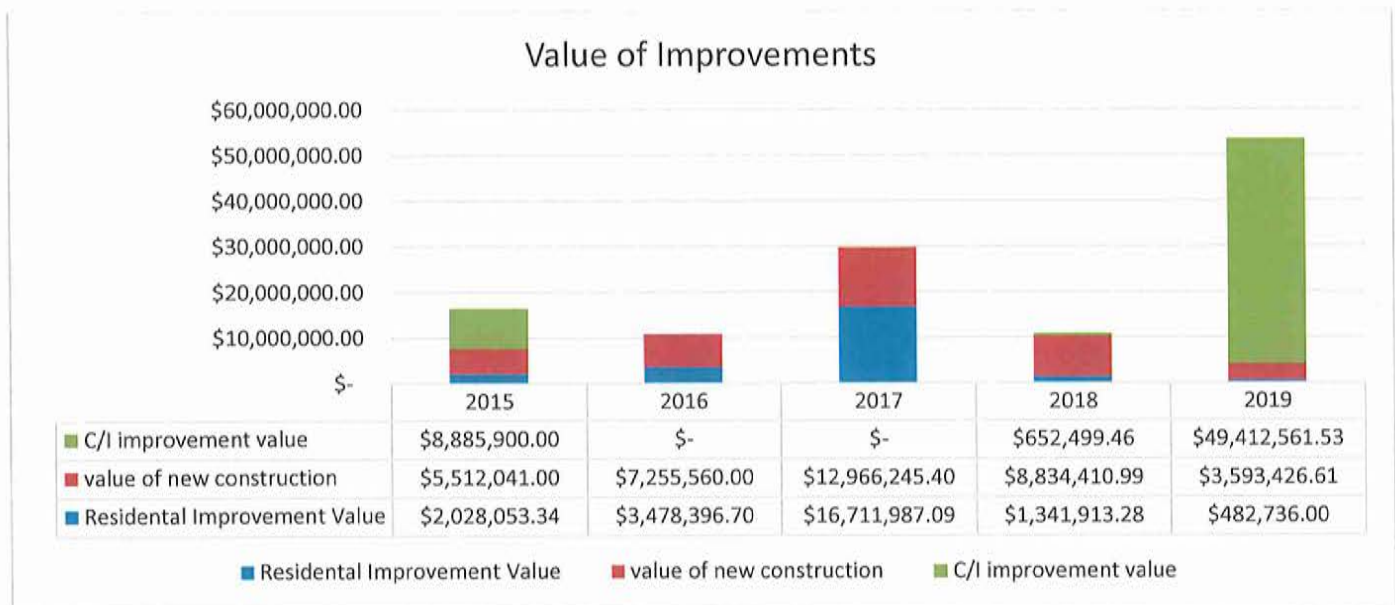


Building Department

For the first half of 2019 (*as of June 25, 2019*) we have received and issued 17 new construction permits. At this time in 2018 we were at 22.



Permit value is an important indicator in regards to the overall investment happening in the city. A new home or building should be looked at as a benefit as there is high importance of the upkeep and sustainability of existing housing and building stock. It is important to maintain what is already in place to ensure it continues to serve a need and adds value.



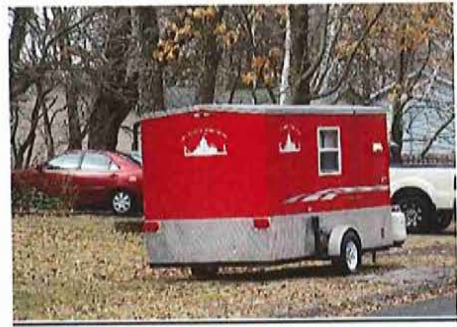
Administration

- DNR Variance – the City applied for and was denied the land use variance for the 500 acres with the rural scenic overlay district. This will impact the planned growth north. Staff continue to review this area, options available and needs of future growth and development.
- Efficiency – the Building Official now has remove access to permits and files. This is enabling him to view property history, open permits and other property data while on site. This has been a positive change in a busy permit season.
- Ordinances, staff continues to work on ordinance updates, questions and needs.
 - Completed:
 - Fee Schedule, updated language for building and added needed pawnbroker
 - Code Enforcement, updated language to support resident concerns with vehicles
 - General Parking, updated to clarify business and commercial difference and long driveway requirements.
 - Accessory Structures, allowed for a greater size in urban area.
- Comprehensive Plan – the final document was submitted to Met Council and their initial comments have been received. HKGi, staff and engineering will work to compile the items they are requesting and resend the document to them for the next review period. This step was expected and the comments were not a surprise as HKGi has seen the same/similar comments in other plans.

Code Enforcement

The City of St. Francis administers code enforcement on a complaint basis.

Residents with a concern or complaint should contact City Hall.



Spring and summer brings many things, including an increase in code enforcement. Staff is working with 30 properties on compliance issues due to complaints. Issues that seem to create the majority of the calls include long grass (including businesses), dog feces, trailers, fish houses and vehicles, junk and debris.



The Following properties are ongoing code enforcement efforts:

- 22xxx Rum River Blvd, nuisance property - Administrative Search warrant was utilized to review the property condition. Staff has provided the owners a timetable and expectations to address steps to move forward. Owner has failed to meet initial deadlines. Citations have begun. Possible this property will require abatement actions with City Council.
- 23xxx Ambassador Blvd, nuisance property, city abated garbage and debris last October. Property owners are continuing to create additional nuisance issues. Staff monitoring as property owners do not react to enforcement. Property foreclosure was not finalized.
- 24xxx Partridge St, excessive junk and debris, too many accessory structures. Council approved extended deadlines to address issues. Staff working closely with property owner on progress.
- 23xxx Nightingale St, excessive vehicles, junk and debris. Council approved extended deadline.



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		Check Amt	Invoice	Comment
10100 CASH				
Paid Chk#	076067	7/2/2019	ABDO, EICK & MEYERS, LLP	
E 101-41540-301	Auditing and Acct g Services	\$450.00	417412	Annual audit services
E 601-49440-301	Auditing and Acct g Services	\$75.00	417412	Annual audit services
E 602-49490-301	Auditing and Acct g Services	\$75.00	417412	Annual audit services
E 609-49750-301	Auditing and Acct g Services	\$150.00	417412	Annual audit services
Total ABDO, EICK & MEYERS, LLP		\$750.00		
Paid Chk#	076068	7/2/2019	ANOKA COUNTY CENTRAL COMM.	
E 101-42210-217	Other Operating Supplies	\$114.00	2019085	BATTERIES
Total ANOKA COUNTY CENTRAL COMM.		\$114.00		
Paid Chk#	076069	7/2/2019	ANOKA COUNTY TREASURY DEPT.	
E 101-42110-321	Telephone	\$37.50	B190619P	JULY BROADBAND
E 101-42210-321	Telephone	\$37.50	B190619P	JULY BROADBAND
E 101-43100-321	Telephone	\$37.50	B190619P	JULY BROADBAND
E 101-45200-321	Telephone	\$37.50	B190619P	JULY BROADBAND
E 601-49440-321	Telephone	\$37.50	B190619P	JULY BROADBAND
E 602-49490-321	Telephone	\$37.50	B190619P	JULY BROADBAND
Total ANOKA COUNTY TREASURY DEPT.		\$225.00		
Paid Chk#	076070	7/2/2019	ASPEN MILLS	
E 101-42110-437	Uniform Allowance	\$113.90	238724	UNIFORM
Total ASPEN MILLS		\$113.90		
Paid Chk#	076071	7/2/2019	BELLBOY CORPORATION	
E 609-49751-206	Freight and Fuel Charges	\$49.60	0072381800	FREIGHT
E 609-49751-251	Liquor For Resale	\$3,545.96	0072381800	LIQUOR
E 609-49751-206	Freight and Fuel Charges	\$4.85	0099668200	FREIGHT
E 609-49750-210	Operating Supplies	\$107.18	0099668200	OPERATING
E 609-49751-254	Miscellaneous Merchandise	\$74.34	0099668200	MISC
Total BELLBOY CORPORATION		\$3,781.93		
Paid Chk#	076072	7/2/2019	BERNICK COMPANIES, THE	
E 609-49751-254	Miscellaneous Merchandise	\$14.00	511680	MISC
E 609-49751-252	Beer For Resale	\$159.35	511681	BEER
Total BERNICK COMPANIES, THE		\$173.35		
Paid Chk#	076073	7/2/2019	BREAKTHRU BEVERAGE	
E 609-49751-206	Freight and Fuel Charges	\$79.55	1080988299	FREIGHT
E 609-49751-251	Liquor For Resale	\$2,452.65	1080988299	LIQUOR
E 609-49751-253	Wine For Resale	\$519.04	1080988299	WINE
E 609-49751-254	Miscellaneous Merchandise	\$310.75	1080988299	MISC
E 609-49751-251	Liquor For Resale	(\$12.52)	2080237039	LIQUOR
E 609-49751-253	Wine For Resale	(\$9.67)	2080237039	WINE
Total BREAKTHRU BEVERAGE		\$3,339.80		
Paid Chk#	076074	7/2/2019	CAPITOL BEVERAGE SALES, L.P	
E 609-49751-252	Beer For Resale	\$90.00	2276796	BEER
Total CAPITOL BEVERAGE SALES, L.P		\$90.00		
Paid Chk#	076075	7/2/2019	CINTAS	
E 602-49490-417	Uniform Clothing & PPE	\$10.64	4024053536	UNIFORMS
E 601-49440-417	Uniform Clothing & PPE	\$5.32	4024530345	UNIFORM
E 602-49490-417	Uniform Clothing & PPE	\$5.32	4024530345	UNIFORM
E 601-49440-402	Janitorial Service	\$23.04	4024530363	MATS

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			Check Amt	Invoice	Comment
Total CINTAS			\$44.32		
Paid Chk# 076076	7/2/2019	CITY EMPLOYEES UNION, LOCAL #3			
G 101-21707	Union Dues		\$47.00	.0719	JULY UNION
Total CITY EMPLOYEES UNION, LOCAL #3			\$47.00		
Paid Chk# 076077	7/2/2019	COLONIAL INSURANCE			
G 101-21712	Colonial Insurance		\$415.13	7129661-0705	JULY INSURANCE
Total COLONIAL INSURANCE			\$415.13		
Paid Chk# 076078	7/2/2019	CONNEXUS ENERGY			
E 101-45230-217	Other Operating Supplies		\$288.90	454468-30050	4020 ST FRANCIS BLVD
Total CONNEXUS ENERGY			\$288.90		
Paid Chk# 076079	7/2/2019	CRYSTAL SPRINGS ICE			
E 609-49751-254	Miscellaneous Merchandise		\$177.12	002.B006682	MISC
E 609-49751-254	Miscellaneous Merchandise		\$82.62	002.B006734	MISC
Total CRYSTAL SPRINGS ICE			\$259.74		
Paid Chk# 076080	7/2/2019	DAHLHEIMER DIST. CO. INC.			
E 609-49751-252	Beer For Resale		\$11,598.27	129-0654	BEER
E 609-49751-255	N/A Products		\$63.80	129-0654	N/A
Total DAHLHEIMER DIST. CO. INC.			\$11,662.07		
Paid Chk# 076081	7/2/2019	DEFIANT DISTRIBUTORS LLC			
E 609-49751-251	Liquor For Resale		\$496.02	INV-000347	LIQUOR
Total DEFIANT DISTRIBUTORS LLC			\$496.02		
Paid Chk# 076082	7/2/2019	DELTA DENTAL			
G 101-21711	Dental Insurance		\$1,286.35	7682914	JULY INSURANCE
Total DELTA DENTAL			\$1,286.35		
Paid Chk# 076083	7/2/2019	ECM PUBLISHERS, INC.			
E 601-49440-352	General Notices and Pub Info		\$123.63	704993	WATER METER REPLMNT
Total ECM PUBLISHERS, INC.			\$123.63		
Paid Chk# 076084	7/2/2019	ELITE SANITATION			
E 101-45230-311	Contract		\$2,445.00	25749	PIONEER DAYS
E 101-45200-402	Janitorial Service		\$678.00	25812	RENTAL
Total ELITE SANITATION			\$3,123.00		
Paid Chk# 076085	7/2/2019	EMERGENCY MEDICAL PRODUCTS			
E 101-42210-217	Other Operating Supplies		\$204.85	2080748	SUPPLIES
Total EMERGENCY MEDICAL PRODUCTS			\$204.85		
Paid Chk# 076086	7/2/2019	FREIGHTLINER OF ST. CLOUD			
E 101-42210-221	Vehicle Repair & Maintenance		\$427.17	R194000028:0	TANKER 1
Total FREIGHTLINER OF ST. CLOUD			\$427.17		
Paid Chk# 076087	7/2/2019	GRANITE CITY JOBBING CO.			
E 609-49751-206	Freight and Fuel Charges		\$4.25	141185	FREIGHT
E 609-49750-210	Operating Supplies		\$68.89	141185	OPERATING
E 609-49751-254	Miscellaneous Merchandise		\$63.00	141185	MISC
E 609-49751-256	Tobacco Products For Resale		\$2,509.04	141185	TOBACCO
Total GRANITE CITY JOBBING CO.			\$2,645.18		
Paid Chk# 076088	7/2/2019	HAKANSON ANDERSON ASSOC., INC.			

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		Check Amt	Invoice	Comment
E 405-43100-804	2019 Street Improvements	\$19,891.06		20019 STREET RECONSTRUCTION
E 101-41910-311	Contract	\$548.75	42062	PID 33-34-24-22
G 803-22145	ESC-School-SITE PLAN	\$721.00	42063	SCHOOL DISTRICT
G 803-22151	KWIK TRIP CUP	\$5,636.45	42063	KWIK TRIP
E 101-43100-303	Engineering Fees	\$26.25	42065	MUNICIPAL STATE AID
E 603-49490-802	Riverbank/Kings Hwy	\$436.25	42066	KINGS HIGHWAY AND RIVERBANK LANE
E 405-43100-804	2019 Street Improvements	\$1,774.00	42067	2018 STREET REHAB
E 405-43100-804	2019 Street Improvements	\$12,681.95	42069	2019 REHAB MILL & OVERLAY
E 603-49490-303	Engineering Fees	\$957.00	42070	MS4 PERMIT
E 101-43100-303	Engineering Fees	\$846.00	42071	GENERAL ENGINEERING
E 101-41910-303	Engineering Fees	\$266.66	42072	ROUTINE SERVICES
E 101-43100-303	Engineering Fees	\$266.66	42072	ROUTINE SERVICES
E 101-45200-303	Engineering Fees	\$266.66	42072	ROUTINE SERVICES
E 601-49440-303	Engineering Fees	\$266.66	42072	ROUTINE SERVICES
E 602-49490-303	Engineering Fees	\$266.66	42072	ROUTINE SERVICES
E 603-49490-303	Engineering Fees	\$266.70	42072	ROUTINE SERVICES
E 101-42400-303	Engineering Fees	\$592.25	42073	BUILDING PERMIT
E 101-43100-309	ROW-Engineering	\$463.50	42074	UTILITY PERMIT REVIEWS
G 803-22043	Esc-Laketown Homes	\$535.26	42604	RIVERS EDGE
Total HAKANSON ANDERSON ASSOC., INC.		\$46,709.72		
Paid Chk#	076089	7/2/2019	INNOVATIVE OFFICE SOLUTIONS, L	
E 101-43100-200	Office Supplies	\$22.41	IN2551095	OFFICE SUPPLIES
E 101-42110-200	Office Supplies	\$77.82	IN2551095	OFFICE SUPPLIES
Total INNOVATIVE OFFICE SOLUTIONS, L		\$100.23		
Paid Chk#	076090	7/2/2019	JJ TAYLOR DISTRIBUTING	
E 609-49751-206	Freight and Fuel Charges	\$3.00	2989231	FREIGHT
E 609-49751-252	Beer For Resale	\$6,690.70	2989231	BEER
E 609-49751-255	N/A Products	\$21.50	2989231	N/A
Total JJ TAYLOR DISTRIBUTING		\$6,715.20		
Paid Chk#	076091	7/2/2019	JOHNSON BROS WHLSE LIQUOR	
E 609-49751-206	Freight and Fuel Charges	\$83.88	1317784	FREIGHT
E 609-49751-251	Liquor For Resale	\$4,809.23	1317784	LIQUOR
E 609-49751-206	Freight and Fuel Charges	\$67.77	1317785	FREIGHT
E 609-49751-253	Wine For Resale	\$1,989.70	1317785	WINE
E 609-49751-252	Beer For Resale	\$336.75	1317786	BEER
E 609-49751-206	Freight and Fuel Charges	(\$1.57)	546704	FREIGHT
E 609-49751-253	Wine For Resale	(\$55.15)	546704	WINE
E 609-49751-206	Freight and Fuel Charges	(\$1.57)	548050	FREIGHT
E 609-49751-253	Wine For Resale	(\$55.15)	548050	WINE
Total JOHNSON BROS WHLSE LIQUOR		\$7,173.89		
Paid Chk#	076092	7/2/2019	KIMS KLEANING	
E 101-41940-402	Janitorial Service	\$120.00	5918	CITY HALL - JUNE
E 101-45000-402	Janitorial Service	\$80.00	5919	COMMUNITY CENTER - JUNE
E 101-43100-402	Janitorial Service	\$165.00	5920	PUBLIC WORKS - JUNE
E 101-45200-402	Janitorial Service	\$165.00	5920	PUBLIC WORKS - JUNE
E 601-49440-402	Janitorial Service	\$165.00	5920	PUBLIC WORKS - JUNE
E 602-49490-402	Janitorial Service	\$165.00	5920	PUBLIC WORKS - JUNE
E 601-49440-402	Janitorial Service	\$160.00	5921	WATER TREATMENT PLANT - JUNE
E 101-42110-402	Janitorial Service	\$800.00	5922	POLICE DEPT - JUNE
E 602-49490-402	Janitorial Service	\$220.00	5923	WASTE WATER PLANT - JUNE
E 101-42210-402	Janitorial Service	\$75.00	5924	FIRE DEPT - JUNE

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		Check Amt	Invoice	Comment
Total KIMS KLEANING		\$2,115.00		
Paid Chk#	076093	7/2/2019	KODIAK POWER SYSTEMS	
E 602-49490-229	Project Repair & Maintenance	\$551.57	KPS0388	REPAIRS
E 601-49440-229	Project Repair & Maintenance	\$551.57	KPS0388	REPAIRS
E 101-43100-401	Repairs/Maint Buildings	\$551.57	KPS0388	REPAIRS
E 101-43210-401	Repairs/Maint Buildings	\$551.57	KPS0388	REPAIRS
E 101-45200-401	Repairs/Maint Buildings	\$551.57	KPS0388	REPAIRS
E 101-42110-401	Repairs/Maint Buildings	\$551.60	KPS0388	REPAIRS
Total KODIAK POWER SYSTEMS		\$3,309.45		
Paid Chk#	076094	7/2/2019	LAW ENFORCEMENT LABOR SVCS.	
G 101-21707	Union Dues	\$51.00	.0719	SARGEANT - JULY
G 101-21707	Union Dues	\$459.00	.0719	JULY UNION
Total LAW ENFORCEMENT LABOR SVCS.		\$510.00		
Paid Chk#	076095	7/2/2019	LEPAGE & SONS	
E 101-45230-311	Contract	\$1,451.40	0075049	PIONEER DAYS
Total LEPAGE & SONS		\$1,451.40		
Paid Chk#	076096	7/2/2019	MARTIES FARM SERVICE	
E 101-45200-419	Turf/Fertilizer/Weed Control	\$112.72	130044	SUPPLIES
E 602-49490-419	Turf/Fertilizer/Weed Control	\$112.72	130044	SUPPLIES
Total MARTIES FARM SERVICE		\$225.44		
Paid Chk#	076097	7/2/2019	MCDONALD DIST CO.	
E 609-49751-252	Beer For Resale	(\$56.40)	251-0089	BEER
E 609-49751-252	Beer For Resale	\$9,026.80	495191	BEER
E 609-49751-252	Beer For Resale	(\$223.45)	495286	BEER
Total MCDONALD DIST CO.		\$8,746.95		
Paid Chk#	076098	7/2/2019	METRO SALES, INC.	
E 101-41400-200	Office Supplies	\$47.29	INV1366586	COPIES
E 101-42400-200	Office Supplies	\$47.29	INV1366586	COPIES
E 101-42110-200	Office Supplies	\$47.29	INV1366586	COPIES
E 101-43100-200	Office Supplies	\$47.29	INV1366586	COPIES
E 101-45200-200	Office Supplies	\$47.29	INV1366586	COPIES
E 601-49440-200	Office Supplies	\$47.29	INV1366586	COPIES
E 602-49490-200	Office Supplies	\$47.29	INV1366586	COPIES
E 609-49750-200	Office Supplies	\$47.34	INV1366586	COPIES
Total METRO SALES, INC.		\$378.37		
Paid Chk#	076099	7/2/2019	MN NCPERS LIFE INSURANCE	
G 101-21713	MN Life	\$80.00	733400072019	JULY INSURANCE
Total MN NCPERS LIFE INSURANCE		\$80.00		
Paid Chk#	076100	7/2/2019	MN RURAL WATER ASSOCIATION	
E 601-49440-433	Dues and Subscriptions	\$125.00	.0719	MEMBERSHIP
E 602-49490-433	Dues and Subscriptions	\$125.00	.0719	MEMBERSHIP
Total MN RURAL WATER ASSOCIATION		\$250.00		
Paid Chk#	076101	7/2/2019	MY ALARM CENTER	
E 609-49750-445	Security	\$39.15	12407205	LIQUOR STORE ALARM
Total MY ALARM CENTER		\$39.15		
Paid Chk#	076102	7/2/2019	NORTH METRO TREE SERVICE INC.	
E 101-45200-311	Contract	\$1,254.90	.0719	4058 ST FRANCIS BLVD

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		Check Amt	Invoice	Comment
E 101-43100-311	Contract	\$1,254.90	.0719	4058 ST FRANCIS BLVD
Total	NORTH METRO TREE SERVICE INC.	\$2,509.80		
Paid Chk#	076103	7/2/2019	PACE ANALYTICAL SERVICES	
E 602-49490-313	Sample Testing	\$46.50	1912007428	TESTING
E 602-49490-313	Sample Testing	\$197.00	1912007434	TESTING
E 602-49490-313	Sample Testing	\$108.00	1912007526	TESTING
Total	PACE ANALYTICAL SERVICES	\$351.50		
Paid Chk#	076104	7/2/2019	PAUL EMMERICH CONSTRUCTION	
G 803-22000	Deposits	\$3,800.00		REISSUED CHECK #76050
E 101-41500-430	Bank Fees	(\$33.00)		REISSUED CHECK #76050
Total	PAUL EMMERICH CONSTRUCTION	\$3,767.00		
Paid Chk#	076105	7/2/2019	PAUSTIS WINE COMPANY	
E 609-49751-206	Freight and Fuel Charges	\$4.50	54324	FREIGHT
E 609-49751-253	Wine For Resale	\$231.00	54324	WINE
Total	PAUSTIS WINE COMPANY	\$235.50		
Paid Chk#	076106	7/2/2019	PHILLIPS WINE & SPIRITS CO.	
E 609-49751-206	Freight and Fuel Charges	\$22.77	2574142	FREIGHT
E 609-49751-251	Liquor For Resale	\$2,382.45	2574142	LIQUOR
E 609-49751-206	Freight and Fuel Charges	\$9.42	2574143	FREIGHT
E 609-49751-253	Wine For Resale	\$504.00	2574143	WINE
E 609-49751-206	Freight and Fuel Charges	\$1.57	2574144	FREIGHT
E 609-49751-254	Miscellaneous Merchandise	\$28.00	2574144	MISC
E 609-49751-206	Freight and Fuel Charges	(\$1.57)	332218	FREIGHT
E 609-49751-251	Liquor For Resale	(\$138.42)	332218	LIQUOR
Total	PHILLIPS WINE & SPIRITS CO.	\$2,808.22		
Paid Chk#	076107	7/2/2019	PROGRESSIVE BUILDERS	
G 803-22000	Deposits	\$5,600.00		REF 23596 QUAY STREET NW
Total	PROGRESSIVE BUILDERS	\$5,600.00		
Paid Chk#	076108	7/2/2019	READY WATT ELECTRIC	
E 402-42110-580	C-O-L Other Equipment	\$9,432.84	102482	DC UPGRADE
Total	READY WATT ELECTRIC	\$9,432.84		
Paid Chk#	076109	7/2/2019	SOUTHERN GLAZERS OF MN	
E 609-49751-206	Freight and Fuel Charges	\$1.28	1831097	FREIGHT
E 609-49751-206	Freight and Fuel Charges	\$19.52	1831098	FREIGHT
E 609-49751-251	Liquor For Resale	\$2,739.41	1831098	LIQUOR
E 609-49751-206	Freight and Fuel Charges	\$6.40	1831099	FREIGHT
E 609-49751-253	Wine For Resale	\$210.00	1831099	WINE
E 609-49751-206	Freight and Fuel Charges	\$1.60	1834098	FREIGHT
E 609-49751-206	Freight and Fuel Charges	\$0.11	1834099	FREIGHT
E 609-49751-206	Freight and Fuel Charges	\$42.24	1834100	FREIGHT
E 609-49751-251	Liquor For Resale	\$2,661.15	1834100	LIQUOR
E 609-49751-206	Freight and Fuel Charges	\$6.40	1834101	FREIGHT
E 609-49751-253	Wine For Resale	\$520.00	1834101	WINE
E 609-49751-206	Freight and Fuel Charges	\$0.11	5042651	FREIGHT
Total	SOUTHERN GLAZERS OF MN	\$6,208.22		
Paid Chk#	076110	7/2/2019	STREICHER S	
E 101-42110-437	Uniform Allowance	\$224.00	11373604	UNIFORM
Total	STREICHER S	\$224.00		

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		Check Amt	Invoice	Comment
Paid Chk# 076111	7/2/2019	SUN LIFE FINANCIAL		
E 101-41400-130	Employer Paid Insurance	\$275.51	.0719	INSURANCE
E 101-41500-130	Employer Paid Insurance	\$79.83	.0719	INSURANCE
E 101-41910-130	Employer Paid Insurance	\$79.21	.0719	INSURANCE
E 101-42110-130	Employer Paid Insurance	\$928.22	.0719	INSURANCE
E 101-42400-130	Employer Paid Insurance	\$72.46	.0719	INSURANCE
E 101-43100-130	Employer Paid Insurance	\$174.59	.0719	INSURANCE
E 101-43210-130	Employer Paid Insurance	\$38.79	.0719	INSURANCE
E 101-45200-130	Employer Paid Insurance	\$174.59	.0719	INSURANCE
E 601-49440-130	Employer Paid Insurance	\$123.47	.0719	INSURANCE
E 602-49490-130	Employer Paid Insurance	\$123.46	.0719	INSURANCE
E 609-49750-130	Employer Paid Insurance	\$136.08	.0719	INSURANCE
Total SUN LIFE FINANCIAL		\$2,206.21		
Paid Chk# 076112	7/2/2019	SYNOVIA SOLUTIONS		
E 101-43100-311	Contract	\$45.79	119640	LEASE ON GPS
E 101-45200-311	Contract	\$45.79	119640	LEASE ON GPS
E 601-49440-311	Contract	\$45.79	119640	LEASE ON GPS
E 602-49490-311	Contract	\$45.82	119640	LEASE ON GPS
Total SYNOVIA SOLUTIONS		\$183.19		
Paid Chk# 076113	7/2/2019	ZIEGLER INC.		
E 101-43100-218	Equipment Repair & Maintenance	\$20.21	PC200214562	PARTS
Total ZIEGLER INC.		\$20.21		
10100 CASH		\$140,962.83		

Fund Summary**10100 CASH**

101 GENERAL FUND	\$20,634.93
402 CAPITAL EQUIPMENT	\$9,432.84
405 Street Improvement Fund	\$34,347.01
601 WATER FUND	\$1,749.27
602 SEWER FUND	\$2,137.48
603 STORM WATER	\$1,659.95
609 LIQUOR FUND	\$54,708.64
803 ESCROW	\$16,292.71
	\$140,962.83