

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
JANUARY 7, 2019
ST FRANCIS AREA SCHOOLS DISTRICT OFFICE
4115 Ambassador Blvd NW

- 5:30 pm Reception for Outgoing and Incoming Council
- 6:00 pm Special Meeting of Outgoing Council/Pledge of Allegiance
- a. Roll Call
 - b. City Council Minutes – December 17, 2017
 - c. Adjournment

OATHS OF OFFICE

1. Call to Order
2. Roll Call
3. Adopt Agenda
4. Consent Agenda
 - A. EDA Appointment – MaraLynn Kubacki for a term of January 7, 2019 – December 31, 2024
 - B. Planning Commission Appointments -
 - a) Todd Gardner for a term of January 7, 2019 to December 31, 2021
 - b) Colleen Sievert for a term of January 7, 2019 to December 31, 2021
 - C. Acknowledge the Annual City Charter Report to Chief Judge Tenth Judicial District
 - D. Acknowledge the Pay Equity Report
 - E. Authorization to Hire Chase Hedges as a Police Officer contingent upon successful completion of all pre-employment testing
 - F. Routine Recycling Agreement with Anoka County
 - G. Payment of Claims
5. MEETING OPEN TO THE PUBLIC
6. SPECIAL BUSINESS
 - A. MNDOT Presentation on Highway 47
7. PUBLIC HEARINGS
8. OLD BUSINESS
9. NEW BUSINESS
 - A. Code Enforcement Requested Extensions
 - B. Wastewater Agreement – The Ponds Development in Oak Grove
10. MEETING OPEN TO THE PUBLIC
11. REPORTS
 - A. Department Reports –
 - B. Councilmember Reports -
 - C. Upcoming Events –

Jan 19
Jan 21
Jan 22(Tues)

Planning Comm. Meeting @ St. Francis Area Schools District Office 7:00 pm
City Offices Closed – Presidents Day
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
DECEMBER 17, 2018

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, Councilmember Jerry Tveit, Joe Muehlbauer, Robert Bauer, and Rich Skordahl.

Also present: Assistant City Attorney Dave Schaps, (Barna, Guzy & Steffen), City Engineer Craig Jochum (Hakanson Anderson), City Administrator, Joe Kohlmann, Community Development Director, Kate Thunstrom, Police Chief, Todd Schwieger, Fire Chief, Dave Schmidt, Public Works Director, Paul Teicher, Liquor Store Manager, John Schmidt, Finance Director Darcy Mulvihill & City Clerk Barb Held

3. APPROVAL OF AGENDA

Mayor Feldman asked to move 6 A. Special Recognition before the Consent Agenda. MOTION TO APPROVE TONIGHT'S AGENDA AS AMENDED BY TVEIT SECONDED BY BAUER; ALL IN FAVOR, MOTION PASSES.

6. SPECIAL BUSINESS

A. Recognition of Eagle Scouts - Josiah Lewerenz and Jacob Deshenses

Mayor Feldman presented Josiah Lewerenz a certificate for earning Eagle Scout award on May 3, 2018. Also presented Jacob Deshenses a certificate for earning his Eagle Scout award on December 3, 2018.

Congratulations to Josiah and Jacob.

4. CONSENT AGENDA - *All matters listed within the Consent Agenda are considered routine items to be enacted upon by one motion by the City Council. Items on the Consent Agenda are reviewed in total by the City Council and may be approved through one motion with no further discussion by the Council. Any item may be removed by any Council Member, staff member or person from the public for separate consideration.*

- A. City Council Minutes – December 3, 2018
- B. City Council Work Session Notes – November 27, 2018
- C. Authorization to Hire Brandon Boe as a Police Officer at Step 2 contingent upon successful completion of all pre-employment testing and authorization to fill the 2019 Police Officer Vacancy

- D. ~~Tax Forfeit Property (32-34-24-22-0022) –Resolution 2018-47 Approving the Classification and Sale of Tax Forfeit Land(32-34-24-22-0022)~~
- E. ~~Truck Purchase – 2019 Tandem Snow Emergency Vehicle Purchase the Western Star Cab and Chassis specified by Boyer Trucks per MN State Bid contract in the amount of \$74,280.99 which includes the trade of the 2008 International. Also, Authorizing the of the plow equipment from Towmaster per MN State Bid contract in the amount of \$124,480.00~~
- F. Acknowledge the Gambling Permit from SF Youth Hockey Assn for 01/14/2019 @ Community Center
- G. Closing 2015 Street Construction Fund to 2015 Bonds Debt Service – Resolution 2018-48
- H. Supporting St. Francis Area Schools in applying for Safe Routes to School Planning Assistance Grant Solicitation – Resolution 2018-49
- I. Payment of Claims - \$783,851.64 (ACH 245E-246E \$191,225.37 and Check #'s 75193-75278 \$597,596.27)

Mayor Feldman asked to remove 4 D and E from the consent agenda for informational.
MOTION TO APPROVE THE AMENDED CONSENT AGENDA BY BAUER,
SECONDED BY MUEHLBAUER. ALL IN FAVOR, MOTION PASSES.

- 4 D. Tax Forfeit Property (32-34-24-22-0022) –Resolution 2018-47 Approving the Classification and Sale of Tax Forfeit Land(32-34-24-22-0022)
Feldman explained the tax-exempt property and the history of this parcel. Being the State, City and County did not show a need for this small parcel it will be classified as a tax forfeit property. The property owner to the north of this parcel had shown interest in obtaining this property.

- 4 E. Truck Purchase – 2019 Tandem Snow Emergency Vehicle
Feldman said as I have stated before we are spending money but we are spending it wisely. With the good work of the public works director and staff (Jeremy) felt the money spent on refurbishing and rebuilding the 2008, \$105,628 would be money better spent on a new tandem axle truck instead on a 10-year truck plus the new truck would be scheduled for replacement 2039. The new tandem is a heavier truck and is less likely to get stuck, this allows the operator to use and apply the salt load during the first pass instead of conserving the load for weight and having to make multiple passes. Feldman stated we are getting more bang for the buck and getting more longevity, 20 years versus 10 years. Feldman explained the cost of the new truck \$198,760.88 plus the trade-in value versus the cost of the 2008 about \$217,000 was a better way to go. This truck is larger and more efficient. The State also uses Western Star vehicles. We all want our streets plowed well.

MOTION BY TVEIT SECOND BAUER APPROVING ITEMS BOTH:

- 4. D ADOPT RESOLUTION 2018-47 A RESOLUTION APPROVING THE CLASSIFICATION AND SALE OF TAX FORFEIT LAND (32-3424-22- 0022)
- 4. E AUTHORIZING STAFF TO PURCHASE A 2019 WESTERN STAR CAB AND CHASSIS SPECIFIED BY BOYER TRUCKS MER MN STATE BID CONTRACT IN THE AMOUNT OF \$74,280.88 WHICH INCLUDES THE TRADE IN OUR THE 2008 INTERNATIONAL; AND AUTHORIZE THE

PURCHASE OF THE PLOW EQUIPMENT FROM TOWMASTER PER MN
STATE BID CONTRACT IN THE AMOUNT OF \$124,480.00.
ALL IN FAVOR, MOTION PASSES.

5. MEETING OPEN TO THE PUBLIC

- A. Amanda Zandlo, 23723 Roanoke Street, first want to say thank you for recognizing the Eagle Scouts; Jacob and Josiah. Second, is about animal control, forgot my notes at home. I would like it to be tabled until next month. It was discussed at the work session that it would be brought back in January. There was some comparisons in the packet but they don't seem to add up. Discussed some cost comparisons of the different agencies. The math doesn't work for me.

Feldman said I don't mean to interrupt you but we will discuss this more thoroughly under item 9 D. There was a mistake made and the minutes stated January. There will be more discussion and you can come back up at that time. We did get bombarded with emails this weekend. If anyone wants to talk about animal control we will have you come up later.

- B. Kevin Robinson, 23978 Redwood Street NW asked if any new updates on Hwy 47/Pederson Drive intersection that you can share with us that are public and any updates on The Ponds- Oak Grove sewer connection. Any request of information from Oak Grove since their meeting?

Feldman said I have spoken with our Police Chief and waiting for the accident reports so we know exactly what we are talking about when we meet with MnDOT. We will push heavily when we get that report. Feldman asked Chief Schwieger any time frame on that report. Chief Schwieger said it should be in the next week or two. Feldman said probably not until after the holidays. Once we get the report and share it with the council, we will then set up meetings with MnDOT representatives to see what can be done. Regarding Oak Grove I have had some of their residents contact me and told them to get a petition together if they want to hook up to St. Francis. They can take that petition to the Oak Grove City Council. Oak Grove has until February to put together a facility plan based on a standalone system.

7. PUBLIC HEARINGS

None.

8. OLD BUSINESS

None.

9. NEW BUSINESS

- A. Ordinance 244, Second Series – Amending Fee Schedule – Second Reading
Feldman asked the council for comments. Skordahl said we have gone through this a couple meetings, I do not see any changes. The rest of the council agreed with no new changes. Feldman said it looks like I am the only one that has a question on this. Feldman questioned the fee for a water softener/water heater permit. I have talked to

Kate our Community Development Director on this already. It went from \$55 to \$120 and the reason is, if we sub-contract this out to Metro West in our absence, we would need to charge the \$120 to cover their cost. At the same time when our inspector is there, I feel \$120 is a little high. Maybe we can amend it to \$120 for contract inspection and \$75 for our local inspector. Thunstrom said if we are only using our inspector \$55 is okay. However, if we have to use Metro West for the inspection, \$120 is needed to cover the cost. Feldman said Metro West would only be used if our inspector was sick, on vacation or backed up that he could not make the inspection. Thunstrom said correct. Feldman stated as a contractor I think the \$120 is a little high. If we could amend that to \$75 when our inspector does the inspection and \$120 when Metro West does the inspection, council have any objection to that?

Skordahl said the fee is the fee. How would you administer this? It could be a problem.

Thunstrom said if we do have a split fee we would run into some that. Only use contract services/Metro West if our building official is out on vacation or sick. Feldman said my concern with this is if you charge more, will they come and get a permit? If they are only paying \$300-\$400 for a softener are they going to spend \$120 to get a permit? A roof has more to it but with a softener is a simple inspection.

Skordahl said let's do just one permit fee, let's go in the middle. A fee is a fee. Skordahl said they have enough going on in that department they don't need to be arguing with someone over a fee. If the economics after a year don't work out, then revisit the fee.

Thunstrom said we do research fees with what other cities are charging and compare ourselves to be same or similar. If we do have our contract go out and do an inspection we just have to know that that city is absorbing the difference of the cost on those inspections not completed in house. Skordahl still would like to see one fee. So if we went to the middle with a fee hopefully at the end of the year it is a wash.

Bauer said I am looking at it from a residential prospective. I think we should charge the same fee and shouldn't charge an extra fee if we have to outsource. It is on us and not charge the residents more. They are under the impression it is the City coming out to do the inspection. I disagree charging two different fees.

Tveit agrees with Skordahl and only charge one fee. The residents aren't going to know who is going to come and inspect. I would be in favor of only one fee and the city paying the difference. Feldman said I don't believe we probably have a lot of softener permits. Kate said I do not know how many we have had this year.

Muehlbauer said let's just make sure our cost are covered, go with a middle number but only one fee and reevaluate in a year. That was everyone pays the same cost.

Feldman said the only reason I brought this up. If you are buying a product of \$400 or less they are not going to want to pay \$120 for a permit. It doesn't make sense to me being a homeowner and a contractor. Feldman asked does the \$75 to \$95 makes sense.

Thunstrom said if we set the fee at \$75 I believe that would cover staff time but then we would be subsidizing cost difference if Metro West does the inspection. The \$120 charge would cover the Metro West or any contract service fee, our administrative and scheduling cost.

Feldman asked if we could come to a consensus with \$75.00 for a year and then could revisit after a year.

MOTION BY MUEHLBAUER SECOND TVEIT TO CHANGE THE FEE FOR WATER SOFTENER/WATER HEATER PERMITS FROM \$120 TO \$75.00. ALL IN FAVOR, MOTION PASSES.

MOTION BY SECOND TO ADOPT ORDINANCE 244, SECOND SERIES AN ORDINANCE AMENDING SECTION 2-9-1 OF THE CITY CODE REGARDING FEE SCHEDULE.

Roll Call: Ayes: Feldman, Tveit, Muehlbauer, Bauer, and Skordahl

Nays: None.

Motion Carried 5-0

B. Summary Publication of Ordinance 244, Second Series – Resolution 2018-45
MOTION BY TVEIT SECOND MUEHLBAUER TO ADOPT RESOLUTION 2018-45 A RESOLUTION AUTHORIZING THE SUMMARY PUBLICATION OF ORDINANCE 244, SECOND SERIES. ALL IN FAVOR. MOTION PASSES.

C. Introduction of Mosaic/GD1 - Assisted Living (No Staff Report)

Community Development Director Kate Thunstrom introduced a new partnership with Chau Le and Mosaic Management. Chau Le said the last time I was here I was looking for the right partner and report back. Chau Le introduced Rob Tryon. Mosaic Management has been working with GD1 the last few months. Mosaic is based out of Salem, Oregon. We currently have six properties under management, one under construction and one under development not including this one. Tryon, the Director of Finance for Mosaic stated he has worked with the principal for the last 20 years. He has done over 100 senior housing projects. We looked at a number of projects in MN and have been looking for several years. We connected up with Chau and his group and this project looked like a good fit and a good place to start in Minnesota. It brings an asset to this community with this type of service. We looked at the competition around in the different communities but we settled on this community. We feel this is a good place to bring in new jobs. Looking at bringing in about 75 jobs. Looked at the tax base. It allows seniors to get engaged with others that are already in your city. Feels like a really good fit. Chau and his group have been really good to work with. We are here to answer questions.

Feldman asked how many years have you been in business. Mosaic has been in business for 9 years, started in 2009; I have known the principal for over 20 years and been their finance director for 6 years. Feldman asked do you do both assisted living and senior housing. There are different types of services. Tryon said some of the facilities offer 55 and older with no services/independent living, assisted living with some needs and also memory care that offers a secured living areas.

Feldman said so this is your first facility/project in Minnesota; would you be financing, constructing and then managing it too for GD1. Tryon said yes this is our first project in MN and it would be a joint business. We would be part of the design too. We would come in and own and operate it long term. Feldman said we want quality of care, it is important to me. Tryon said the care is everything. They want a sense of community. I am dealing with this too with my parents.

Skordahl and Bauer both stated they are curious to see what the next step is.

Bauer stated he was ready to go the first time Chau came before the council. Really excited to see where this goes.

Muehlbauer asked how long have you or Mosaic been involved with this project? Tryon said they started talking with Chau late summer, maybe July and we have met with the builder and architect. We look at what they had planned, what their cost were and talked through some of the changes we would like to see or thought would be necessary. Muehlbauer asked what is your time line, how much do you plan on changing. Tryon said they probably would stay with the footprint the best they can. Probably just looking at internal changes that we are looking at in order to keep things rolling. Did decide to stick to the footprint that was already approved and moving that forward. Did talk about starting construction this summer.

Feldman said how many units, it went from 81 to 89 and then back down. When you say internal change would it effect the size? Tryon said yes because you can't have too many units and not enough common space. Need to have sufficient space if you have independent living mixed in with assisted and memory care it has been our experience that it is important to have separate dining areas. It helps with occupancy and moral in the building. We do not have a final number yet. Feldman said again quality of care is the main item. Feldman referenced the facility his mother-in-law is currently residing and the good care she is receiving. Tryon said the connection with staff is important too. Ideally we would like have more workers and staff from this area. There is an attraction and connection if the workers are from the area and it brings value.

Tveit just wondered about changes and Muehlbauer did already asked about the site plan. Tryon said we are trying to work with what we have.

Feldman asked Chau Le how did you connected with them? Chau Le said it was through a mutual friend. Joint venture, we want to provide quality senior care. We always wanted the right programming and it has been a good experience with Mosaic. Mosaic Management will be management of the property. It will more likely be a LLC. Looking at construction sometime this summer. Finish layouts with the architects. Construction would still be with Whitestone. Council thanked them for their time.

D. Animal Control Officer

Feldman said a mistake was made back at the October 9th meeting, Feldman read a portion of the minutes. It was stated it would be brought back up in January. Why it got boosted up was just a misunderstanding but Feldman stated he would recommend it go

on the second meeting in January. That would give the new councilmembers time to get up to date and ask any questions they may have. For all the people that are reading the agendas and packets, its staff's job is to give us all the information. With that information, it is our job to look at the information ask questions if we don't understand something so that we can make an informed vote. By no means, does that mean every time we will go with the recommendations of staff. It is their job to give us all the information so that we can make an informed decision. We may agree with them or we may not agree with them. We may agree with our engineers we may not, we may agree with our planners or we may not. At the same time, when people read the staff's recommendation in the packet it is the recommendation based on what they believe we should do. My decision alone and I can only speak for myself is based on what I believe is the best for the majority of the residents. After I read their information, and if that information goes along with the thought of mine and is the best for the majority of our residents, I will back the recommendations, if not, I will not. Just to let people know here and on video it was just a recommendation that staff gave us on information they found. Once again, it is up to us to make the final decision that is what you elected us to do. As I stated all along during this process of months and months we will make a decision based on what is best for our residents and not from residents that don't live here. We did get a lot of emails on this topic. Also one gentleman put out a petition which kind of interested me, was like the one that was put out on Hwy 47 and Pederson where they have 11,000 signatures. We have talked about online petitions. I would like to back this off until January 21st to give the new council time. Also would like to see if it is possible the City could do an online petition. That way we could get more participation than just the 92 that this person had. Attorney Schaps said you could put it on the website. Feldman said I would only like to have St. Francis residents participate. Schaps said you could do a paper petition. Feldman said the petition does get the people involved. Schaps said you need some type of platform and verify the address.

Tveit said I know this is kind of a touchy subject. We probably could have about \$2,500 in staff time wrapped up in this research. I contacted the city administrator this morning. Asking why was this item put on the December agenda. His response was this is the council that has been dealing and familiar with the issue. Tveit said I don't care who we go with but at some point we need to quit dragging our feet on this one. Not sure if we need a petition and prolong this. A lot of time is being spent on this.

Feldman said I agree with a lot of what you said. I saw the petition and to me I think I know who the city residents probably want from the petition. You can't go against what your people want. Total of 27 dogs in the last two years have been picked up. I talked to the finance director today and she said we have seen no vet bills the last two years. The new council members have been getting all the information we have. We are getting public input but what I really don't like is getting input from people that have no real concern here, that don't live here and pay taxes here. Let's wait until January. No one on the council has any type of relationship/friendship with any of the entities. Someone commented I got paid by one of them. I have never been paid from anyone, never take it or do it. Make our decisions based on what's best for the majority of our residents

Muehlbauer said let's stay with what was said at the work session as far as the public is

concerned. I believe it should be tabled until January 21st. New council should be up to date. I like the idea of a petition but will be hard to verify if the petitioners live in the city. Like to get more apples to apples but may not be able to get that if no one has new information. I talked to Joe (Kohlmann) as well and said there was some time ago when I guess we had paid a lot more.

Kohlmann stated years ago, we had an open-ended contract and in one year, the city paid \$4,500 then again in one year in six months the city paid \$3,177. Feldman asked what years were those. Kohlmann stated 1999 to 2001.

Tveit asked do you want our City Administrator give his report. We kind of just jumped right into this one.

Kohlmann said starting in 2001, the city started with the fixed fee of \$500 per month and that went until mid 2014. Starting in 2014 it went down to \$350 per month. The council sets the fees so you really can't go out for bids. The price is what you say it is. I looked at other factors like response time and the fixed rate is historically cheaper than what we have paid since 1997. Feldman said besides the money there are more things that come into play and that is what has blown this thing into the situation that it is. Just like Hwy 47, been arguing with MnDOT for a long time, can't bring life back with any kind of money, more about safety and the kids, forget the dollars.

Tveit said there is a lot of rumors/fake news out on Facebook, using Trumps coined phrase. I have been a victim of them. Just like when the wastewater plant was built, rumor was that I got a bribe and I wasn't even on the council when the vote was taken. Also, that I got my cousin a job there, which is not true. However, when I went door knocking that is what people were saying they heard. Once rumors get started it poisons the well pretty quick. Let's look at the facts. I have had two dogs picked up about seven years ago and it wasn't Tammy. I didn't know Tammy. First time I met Tammy was when the committee went to visit the facility for an interview. I really do not care but I have a hard time making public policy based on emotions because emotions are so subjective. Let's look at; is she fulfilling the contract, is it a value to have her here, is it going to cost more not to have her here, does it mitigate risk like vet bills, what type of working relationship do we have, those are the types of things that decisions should be based on. Not like, did she hurt my feelings or she was mean to me. Lot of Facebook is fake news out there. When people see something on Facebook a lot are too ignorant to investigate the truth. I did contact some of the other cities and asked why did you stick with her? They said because she is doing a good job. No other cities have dropped Gratitude Farms. They investigated it and we investigated it. To me it's not about how people's feelings are, it's about is she providing a service that we are contracting her to do. If she is not let's get rid of her and let's get someone to fulfill the contract. That's how I look at it.

Feldman stated there was one lady who emailed us and said we should listen more to social media. Feldman said the reason we can't is because whether that person is telling the facts honestly there are people that distort facts. Not everyone is putting things out there that are based on facts. We can't go by generalization, we can't run government by fake news, there are people that tend to say things that are not based

on facts. But it does matter what the residents that we serve think. This has been blown out of outrageous proportion; it is not an easy item to settle. We listen to the residents out there, we serve them. I have always said the owners of the city are them, the residents, the management team is us the council and the team is the staff. We have to listen to them. They elected us to do a job. If the majority of them want a certain entity and we don't go with that entity here, are we being right by them?

Feldman asked again Attorney Schaps about an online survey and went with a percentage of the petitioners. Tveit and Feldman discussed the pros and cons of listening to the public and being a leader/leadership. Tveit said he understands it can be difficult. I think this should have been dealt with a long time ago. We have wasted a lot of time on this. This issue doesn't even involve St. Francis.

Bauer stated 72 residents that want to make a change. That is less than 1% of our residents. Looking at dollars and cents. I am for best rate, I am not for having an open ended checkbook for 99% of the residents to pay for some one else's dog to get picked up. If people don't have a dog they don't want their taxes to pay for this. Just like water and sewer, we don't make residents that don't have city water and sewer to pay for it. Let's put all the fees back on the owner and not have a service. If a dog gets out they call a company and the dog owner has to pay. I have listened to this for over a year. I have spoken with people that have been involved, except the owner. There are two sides to every story. This isn't about our fee schedule it is about Duke the dog. This isn't a St. Francis problem. Yes, there have been a handful of residents that have been disenchanted with the services that we provide so let's do away with the service. This is way out of control. It's about heartfelt people that own pets just like me. I would pay to pick up the dog and drive to their house. Don't think the city should pay to have dogs picked up or vet bills. The fees are the fees. No one is going to do it for free. If there is only one dog picked up then they made some money. Are the other vendors going to come out for free? The other 99% of residents should not pay for vet bills or pick up of dogs. I am for a flat rate. No one is doing this for free.

Feldman said they never use to take credit cards, now they are, never use to do reports now they are, now they are using chips. The flat fee might be good for the city but is it good for them that is who we serve. What about our people? Feldman referenced this thing has been blown out of proportion not by us but by people that don't even live here. I have been hearing from people from East Bethel, Ham Lake and Princeton about this. What about our people, what do they want.

Skordahl said I disagree a little bit with some of Bauer's contention that if you are not a pet owner you don't have a dog in the fight so to speak. If you are not a dog owner and walking your kids down the street, you have a keen interest if the city has an animal control officer. Every resident in the city has a stake in it if we have an animal control officer. I don't think by putting this on just the dog owners is a good idea. I think we are making this way too hard. If this is any other service, what I would do is I would come up with a statement of work that states these are my requirements. In this case my requirements are you will take credit cards, you will charge x amount for a monthly basis, you will charge residents x amount, you will keep dogs for this amount of time and set the fees. Give it out to all the potential people who is interested. They can

come back and negotiate if there are items to negotiate. You take out all the emotions by what we did and formed that committee, you went and visited the three potential sources of supply. I would absolutely not want to do this by a referendum on a website. I know this is my last meeting but I am a firm believer that you are paid to govern up here. Bauer is right when you only have heard from 72 but there are over 7000 residents on what they want you to do. If there was a perfect way to get the message out and the people would take the time to look at the information at hand and take the emotion out themselves. Every decision we make here you could very easily put on the website. But I guarantee they don't read the packet. That is why we were voted in, to make decisions. If they don't like your decision they can go through a recall. My recommendation is yes, push this off to January I don't know if the information received from the suppliers is all the same information. Look at this as any other service. We would send out a RFP just like our engineers and planning consultants. I do think we are making this way too hard. Give them all same information and make an informed decision off that.

Feldman said I agree to a certain extent. Except for one thing with amount of time involved with this. In talking about RFP's let's say using an example we got out for engineering companies and one of our engineering companies has some thievery, convicted felon or whatever trash comes with it. If 50% of what is being said on social media is true then it is our responsibility to listen to what is being said. This is about dogs and love ones, it's not about the rates so much. Skordahl said if all three vendors sent back the same thing then make your decision off that. Feldman asked if anyone wanted to speak on this topic.

Liz Fairbanks, 24360 Yukon Street first I would like to reiterate the fact that the people who are making this fake news, you called ignorant, I am offended by that, I think that it was very rude. People might not know what is going on and they might not have all the facts but calling someone ignorant for who you are on the council for, I think it is flat out wrong. Second of all, I would like to make a point that there is a character issue on this women. There was a fire at her house, she didn't call the fire department, she went to go get the dang truck herself. There is a character issue with this women whether you guys want to believe it or not that she steals animals it has been proven over and over again by other people. Most of them happened in East Bethel others have been in Isanti. There has been missing dogs here in St. Francis, that puff they're gone. So whether you guys want to believe that or not that she is involved that's on you guys. But from the people who I have spoken to that has been involved with this women who get obscene amount of bills from her, who couldn't take credit cards now she can take credit cards, because low and behold she decided it's okay for her. That is not character, that is not someone that should be working for our city, it's ridiculous. Also October 9th Jerry you stated this should be pushed onto January. Where is the trust, where is the trust, where is the, what's it called. Tveit said transparency. Yes, thank you very much. Where is the transparency in this? Because Kohlmann thought it should be on today because he wants it over and done with, no it doesn't work like that. The people are speaking. Just because you only got 72 people on this one petition, doesn't mean jack. Some people are not on Facebook. A lot of people aren't on because of what Jerry said, fake news, they aren't getting and don't want to be part of it, I can't blame them. I for one would be willing to go door to door. I would hold my

paper clip and go door to door to prove to you guys that the city of St. Francis does not want this woman in our back yard. I am petrified this woman is going to steal my dogs, I am petrified you guys. Thank you.

Craig Nicko 532 245th Avenue NW so to address Mr. Bauer's the 1% to 99%. So you have to consider the 1% as the passionate part, right. People that you hear are the people who think they have been wronged. You rarely hear from people that come in to compliment. But to Mr. Skordahl's point everyone has a vested interest in animal control for their city. I think there is a difference though in your point like just making a decision, an engineering decision. Imagine for example if your child. I don't think you could take the same sort of position if your child you are counting on being in the care of somebody without your presence. I have had a firsthand experience with Gratitude Farms. I lived in Oak Grove for fifteen years prior to my current five-year residence in St. Francis. I have had dogs that have gotten out for one reason or another. Got out through the fence, kids leave the gate open, things happen. Recently I had to pick up my dog from her place. I contacted her after contacting the sheriff's department to find out where to go and find my dog. When talking with her she said when would you be here. I said I can be there by 3 pm and she said okay. At this point, it is about 2 pm. At like 2:45 pm she called me and said where are you I have things to do. Without out having published hours of business or any sense of who her customer is. She was very gruff, very aggressive about demanding I come and get the dog now and said oh, it has to be cash too. Which delayed me even longer because I had to stop and get cash. So now, I am on a timeline, stressed out about my dog. When I get there, she brings out my dog from behind the garage where I assumed it was either chained or in a little animal crate, which is insufficient. Again thinking about comparing apples to apples, talking about this is your pet your family member. Crammed in a crate in a dark room, who knows what kind of care. We have seen the difference in the facilities, right. You don't want your child to be mistreated, you don't want your child to be shoved in a dark place uncaring and cold. Just because they happen to stray away and got lost, you wouldn't want that for your pet either. This is an old dog; she is still with us, just barely. Since then she hasn't been able to walk very well. I don't know if happen before she was picked up I have no idea so I am not making any accusation. All I know for a fact is she did not have a limp when she left the house that day and she hasn't been able to walk well since. I don't know. The people that have a voice in this to move forward, it matters, it is just not a business decision, and it is just not looking at the numbers. When we are talking about the numbers of how many dogs have been picked up or how many dogs are unclaimed and how it affects the bottom line the open checkbook. You are using numbers that are strong in army. If it is 99 or 40 dogs. We haven't seen 40 dogs picked up in 2, 3, 4 years picked up here. These are not numbers we are talking about, right? We are talking about 15 maybe 20 dogs on a really bad year. Some percentage won't get picked up so that is the only cost to the city has to incur. The rest is on the citizens. I don't know if this is a tough decision.

Feldman said I agree with you, it is not all about dollars. Let's table until January. I am not sure if we want a petition. We should honor the minutes and we said January in the minutes moving it to December is not right, transparency is right and we said we would be like that. We said January it should be January. This is an emotional topic. It has been blown way out of proportion, not by our hand but by people around us.

Tried to make it right by having a committee, having interviews, going on inspections and checking references. But still got bombarded by post pages and more emails. Accusations of taking money and stuff like this. As you alluded to some gentleman said I took money because at the work session I brought up the size of kennels. That was one of my concerns. The excess baggage that we are hearing is something we have to listen to we have to listen to it.

Table this until January 21st. Kohlmann asked for clarification. The committee had three vendors. No one was better than the other. Staff took the three vendors and based it on money, response time, and references. What information do you want in January? I went with cost, response time and references. Took the three things I thought were tangible, what do you want? Feldman said we are not faulting staff at all.

Bauer said I am a pet owner too and put my pet in a sizeable kennel at night and think most residents do that. I called around, large kennels provide a breeding ground for everything. The good thing that Gratitude farms has is separate kennels. (Inaudible from the audience) I want to see a cap of \$4,200 or whatever it is come January. I don't care which one of these we go with. I want our residents to pay a certain rate and not to exceed. Is there a charge being charged if they come out and can't find it.

Kohlmann said the city holds the cards on the fees and the term of the contract. That is why I recommended do not to go out for bid. The price and terms are what you say they are. That is why I made this recommendation based on historical financial data, response times. If you want more information or new information, what is it?

Muehlbauer, cash and or credit cards must be spelled out in the contract. Like Skordahl said we have to have somewhat of a guidelines. We didn't have any complaints before this evening. Tonight was our first official one. Hours listed, credit cards should all be listed in the contract.

Skordahl agrees hours, credit cards, fees should be included. Like Joe said, we are in the driver's seat. We could probably tighten up our restrictions. Base your decision on what you get back. If you have a vendor that is not following the guidelines then you have a very good reason to move onto someone else.

Feldman said if any of their concerns are true it is our responsibility to listen to them. I have heard from other emails about being afraid of their animals being picked up. If we stay with this individual and something happens to an animal it will completely be on us. Continue until January 21st. Joe (Kohlmann) I don't think you need to give us any more information. This is not about money anymore. If you have anything to say, come into city hall and tell us. Call/email any of us. I guess January 21 is Martin Luther King Day, so the council meeting will be Tuesday, January 22nd.

MOTION BY MUEHLBAUER SECOND TVEIT TO CONTINUE THE ANIMAL CONTROL OFFICER UNTIL JANUARY 22, 2019.

Council discussed further on what does the monthly cap pay for, should the residents have to pay when they pick up the dogs and hours of operation.

Bauer read 346.47 state statute and stated Dover kennels does not meet the hours.
ALL IN FAVOR. MOTION PASSES.

10. MEETING OPEN TO THE PUBLIC

A. Ellen Bernardson, 22867 Zion Parkway the Oak Grove residents are coming late to the table. Thank everyone that worked on the second proposal, we still need to rely on our council to listen to us. We think hooking up to St. Francis a no brainer. It has been an eye opener to us and what an enterprise fund is. Our council did not go with your first proposal. We didn't even know what was going on. They told us they make the decision. We would like to have our residents involved.

Feldman said we believe the right way to go is regionalization. There were proposals that went back and forth. We don't know what the rates will be in 20 years. We have a pipe there it will be an easy connection.

Kohlmann stated the city attorney and public works director and myself have been working on an agreement. Wastewater agreements are much more complex than water agreements. It will be brought to the January 7 City Council meeting.

Bernardson said she did some research on annexation too. For 220 people to build your own system it is expensive.

Feldman explained why it would be beneficial for that area to hook up to St. Francis. Putting your on our system you don't have to worry about it any more. It is more gain on your side.

Bernardson thanked the city council and felt you went above and beyond.

11. REPORTS

A. Department Reports – Public Works

Teicher stated they did not start the rink in November but was working hard on it recently and now with the warm weather it is melting. Try to have it ready, weather permitting for the Christmas vacation. Feldman said he likes the report.

Bauer stated only one rag that was flushed. Bauer asked on Water Treatment – why is manganese removal only at 70%. Teicher said that is hard to get out. The plant is removing more iron and manganese is tough to get out unless we use more chemicals, higher cost and more back washing. Teicher explained the different chemical they are using. Bauer if we reduce the sodium chemical would our levels plummet. Teicher said likely. Bauer said he was just thinking of all the salt with softeners. Teicher said now hydrant flushing is only done once a year and only takes about 4 days instead of 4 weeks like it was before the water treatment plant.

B. Councilmember Reports -

Skordahl asked if he needed to be at the January 7th meeting because he is flying in late. Feldman said thank you for your service. Skordahl said it has been an interesting 4 years and wishes the 2 new members luck. Look back at January 2015 my first council we voted for a new police officer, fire chief retiring. I think we are in a

better place now. As you look around these tables, you have an outstanding staff. Now we have economic development director. If you have to make some choices give it some thought. New members don't be afraid to say your comments. Skordahl is proud that we are in a better place, moving forward but you have to keep moving forward. I won't take the credit but keep moving forward. Feldman it has been a pleasure working with you.

Muehlbauer thanked both Rich and Jerry.

Tveit said I will be around for one more meeting. About the dog issue, I do have three dogs. My wife is a dog groomer. When I said some people were ignorant, I mean they may not know all the facts. There is a lot of he said she said and don't think you can get around this. Do want to warn future council members against making emotional decision, make an informed decision. Emotions change. Take some time and make your decision. Again I want to say slow down, watch for kids, watch for deer. Like the new signs on Hwy 47. If there are any pedestrians, get off your phone, watch where you're walking. Feldman still be cautious after you push the button.

Bauer said Merry Christmas and have a Happy New Year.

Feldman reported the old church on the corner came down. Signs are up stating clearing a path for the future. Staff did nothing wrong with this animal control. Staff gives us the information and we make the final decision. Its staff job to give the council all the information, and our job be responsible, read it, ask questions and make an informed decision. At the end of the day, make the decision that is the best. Do not put a shovel in the ground unless you contact the city to see if you need a permit.

SHIP grant around \$400,000 application was submitted and hope to hear back in January or February on that grant. One resident that spoke to the council who said he talked to MnDOT and said they have a bridge. The MnDOT person did not say what the resident was relaying to us. That bridge was ADA non-compliant and walk bridges do not get used a much. We cannot do it on it on our own, it is a State Hwy. If it was up to just us it would have been done. If you want to get involved run for office. Feldman thanked Rich your input is excellent. Will thank Jerry next meeting. Wish everyone a Merry Christmas

12. ADJOURNMENT

There being no further business, Mayor Feldman adjourned the regular city council at 8:40 pm.

Barb Held, City Clerk

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Economic Development Authority Appointment
DATE: 01/07/2019

OVERVIEW

The City has established an Economic Development Authority (EDA) and a board of Commissioners. The Board is the body responsible for the general governance of the Authority and shall conduct its official business at meetings.

The EDA consists of five voting members of which two are appointed from City Council and three are appointed residents. Appointed members serve six year terms. Due to changes in the residents currently appointed, one new resident was required to complete the EDA Board. One application was received and willing to accept the position of the Commission.

ITEMS TO BE DICUSSED:

Council is requested to appoint the following individual to the EDA for a term of January 7, 2019 to December 31, 2024.

1. MaraLynn Kubacki, new member

POTENTIAL BUDGET:

None

ATTACHMENTS:

None



**City Council
AGENDA REPORT
Agenda Item #
4 B**

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Planning Commission Appointment
DATE: 01/07/2019

OVERVIEW

City code 2-4-2 identifies the establishment and composition of the Planning and Zoning Commission. This group of individual's reviews land use and zoning applications. The responsibility of the Commission is to make recommendations to Council on those issues brought forward.

The Planning Commission consists of seven voting members who are appointed by the City Council. Appointed members serve three year terms. One third of the members are up at a time creating up to three open vacancies.

Two member terms were up as of December 31, 2018. One member has resigned at the end of the term creating an opening to be filled. The second member has requested to remain in place for another term.

ITEMS TO BE DISCUSSED:

Council is requested to appoint the following individuals to the Planning Commission for a term of January 7, 2019 to December 31, 2021.

1. Todd Gardner, returning member
2. Colleen Sievert, new member

POTENTIAL BUDGET:

None

ATTACHMENTS:

None



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

TO: Joe Kohlmann, City Administrator
FROM: Barb Held, City Clerk
SUBJECT: Annual Charter Commission Report
DATE: January 7, 2019

OVERVIEW:

As per City Charter, an annual report shall be submitted to the City Council and the Chief Judge of the Tenth Judicial District.

ACTION TO BE CONSIDERED:

No action is required. This is a summary of the Charter Commission actions during the year.

BUDGET IMPLICATION:

None

Attachments:

- Letter to the Tenth Judicial District Judge

December 27, 2018

The Honorable Douglas Meslow
Chief Judge Tenth Judicial District
Anoka County Courthouse
325 East Main Street
Anoka, MN 55303

RE: Annual City Charter Report

Honorable Meslow:

Pursuant to the city of St. Francis' Charter, an annual report is to be submitted to the Chief Judge of the Tenth Judicial District. In 2018, the Annual Charter Commission meeting was held on February 1, 2018.

The items of discussion at the February 1, 2018 meeting were the following two Sections 4.05 *Filing and Execution of Documents* and 7.06 *Adoption of Budget*.

The recommendation for changes on the two sections were as follows:

Section 4.05

This particular Section references that the Mayor shall sign all contracts and it will be attested by the City Clerk. As a practical matter, there are intergovernmental contracts and vendor contracts that require signatures from various Staff members. In addition, the Mayor Pro Tem addition will allow for flexibility if the Mayor is unavailable. The Mayor Pro Tem edit also allows for signatures on minutes, resolutions or ordinances when the Mayor is absent.

As a matter of practice, City Staff seeks approval of contracts through the City Council. The suggested edits are just to allow flexibility for the proper signatures, as they may be applicable to contracts.

Below are the Sections with suggested edits:

Section 4.05. Filing and Execution of Documents. Unless otherwise specifically provided, filing of all documents provided for in this Charter or the Ordinances of the City shall be at the administrative offices the City. All contracts with the City, Ordinances and Resolutions of the Council, and other documents, shall be executed in the name of the City and signed by the appropriate city officer such as the Mayor, Mayor Pro Tem, City Administrator or their designee and attested by the City Clerk. or their designee.

Section 7.06:

Per state law change as reflected below, the date to adopt the preliminary tax levy has been changed from September 15th to September 30th:

(From League of MN Cities)

IV. Taxation notification procedure

The table below outlines the annual taxation notification procedure and deadlines (sometimes called "truth in taxation" or "TNT"). The deadline for cities to adopt the preliminary tax levy and certify it to the county auditor is Sept. 30. New this year, the deadline for "special taxing districts," such as economic development authorities (EDAs), housing and redevelopment authorities (HRAs), port authorities, and others, is Sept. 30. Previously, the deadline for special taxing districts deadline was Sept. 15.

In order to be consistent with the flexibility provided by State Law, Staff is proposing the following edits to Section 7.06:

Section 7.06. Adoption of the Budget. The budget shall be the principal item of the business at the ~~first regular monthly meeting~~ first or second regular monthly meeting of the Council in September and the Council shall hold continued meetings from time to time until all the estimates have been considered. The budget estimates may be read in full, or copies thereof distributed, and the officer preparing the same shall explain the various items thereof as carefully as may be deemed necessary by the Council. The meetings shall be conducted so as to give interested citizens a reasonable opportunity to be heard. The annual budget finally agreed upon shall set forth in detail the complete financial plan of the City for the ensuing fiscal year for the funds budgeted. It shall indicate the funds to be raised and from what sources and the sums to be spent and for what purposes. The total sum appropriated shall not exceed the total estimated revenue. The Council shall adopt the budget, at the time required by law, by a resolution which shall set forth the total for each budgeted fund and each department with such segregation as to objects and purposes of expenditures as the Council deems necessary for the purposes of the budget control. The Council shall also adopt a resolution levying whatever taxes it considers necessary within statutory limits for the ensuing year for each fund. The tax levy resolution shall be certified to the County Auditor in accordance with law. At the beginning of the fiscal year the sums fixed in the

budget resolution shall be and become appropriated for the several purposes named in the budget resolution and no other.

Both of the proposed changes were unanimously approved by the Charter Commission.

This item was then placed on the March 5, 2018 City Council Agenda for a public hearing on the amendments. There was no public comment on the amendments to the Charter. The first reading of the Ordinance was approved unanimously by the City Council. The second reading of Ordinance 238, Second Series Amending Charter Section 4.05 and Section 7.06 was held at the March 19, 2019 City Council meeting. The City Council approved the second reading unanimously. Ordinance 238, Second Series was published in the official paper of St. Francis the Anoka County Union Herald, March 23, 2018 and took effect ninety days after publication.

The Charter Commission did not hold any further meetings in 2018.

Respectfully Submitted by,



Randy Dressen
Charter Commission Chair



Barb Held
City Clerk



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 D

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Pay Equity Report
DATE: December 19, 2018

OVERVIEW:

Every city must comply with the 1984 Local Government Pay Equity Act. This report is due every three years. This report is required by the Local Government Pay Equity Act, Minnesota Legislature enacted Chapter 471.99-471.999 and Minnesota Rules, Chapter 3920. This Act required every political subdivision of the state to establish equitable compensation relationships between female-dominated, male-dominated, and balanced classes of employees to eliminate sex-based wage disparities in public employment. The Act further required that a job evaluation system meeting the specified statutory criteria be used to determine comparable work value of employee classes.

The Act requires St. Francis to submit pay equity report for the year ending 2018 by January 31, 2019.

BUDGET IMPLICATION: None

Attachments:

1. Pay Equity Compliance Report

Compliance Report

Jurisdiction: St. Francis
23340 Cree St NW

Report Year: 2019
Case: 1 - 2019 Data (Private (Jur Only))

St. Francis MN 55070

Contact: Darcy Mulvihill

Phone: (763) 753-2630

E-Mail: finance@stfrancismn.org

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	10	11	1	22
# Employees	15	16	8	39
Avg. Max Monthly Pay per employee	6,646.67	4,758.25		5,711.38

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 330.00 * *at least 80%*

	Male Classes	Female Classes
a. # At or above Predicted Pay	4	9
b. # Below Predicted Pay	6	2
c. TOTAL	10	11
d. % Below Predicted Pay (b divided by c = d)	60.00	18.18

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 29	Value of T = 1.089
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a. Avg. diff. in pay from predicted pay for male jobs = (\$17)

b. Avg. diff. in pay from predicted pay for female jobs = (\$249)

III. SALARY RANGE TEST = 104.05 (Result is A divided by B) *80% or greater*

A. Avg. # of years to max salary for male jobs = 7.00

B. Avg. # of years to max salary for female jobs = 6.73

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

A. % of male classes receiving ESP 0.00 *

B. % of female classes receiving ESP 0.00

*(If 20% or less, test result will be 0.00)

St. Francis
LGID 1281

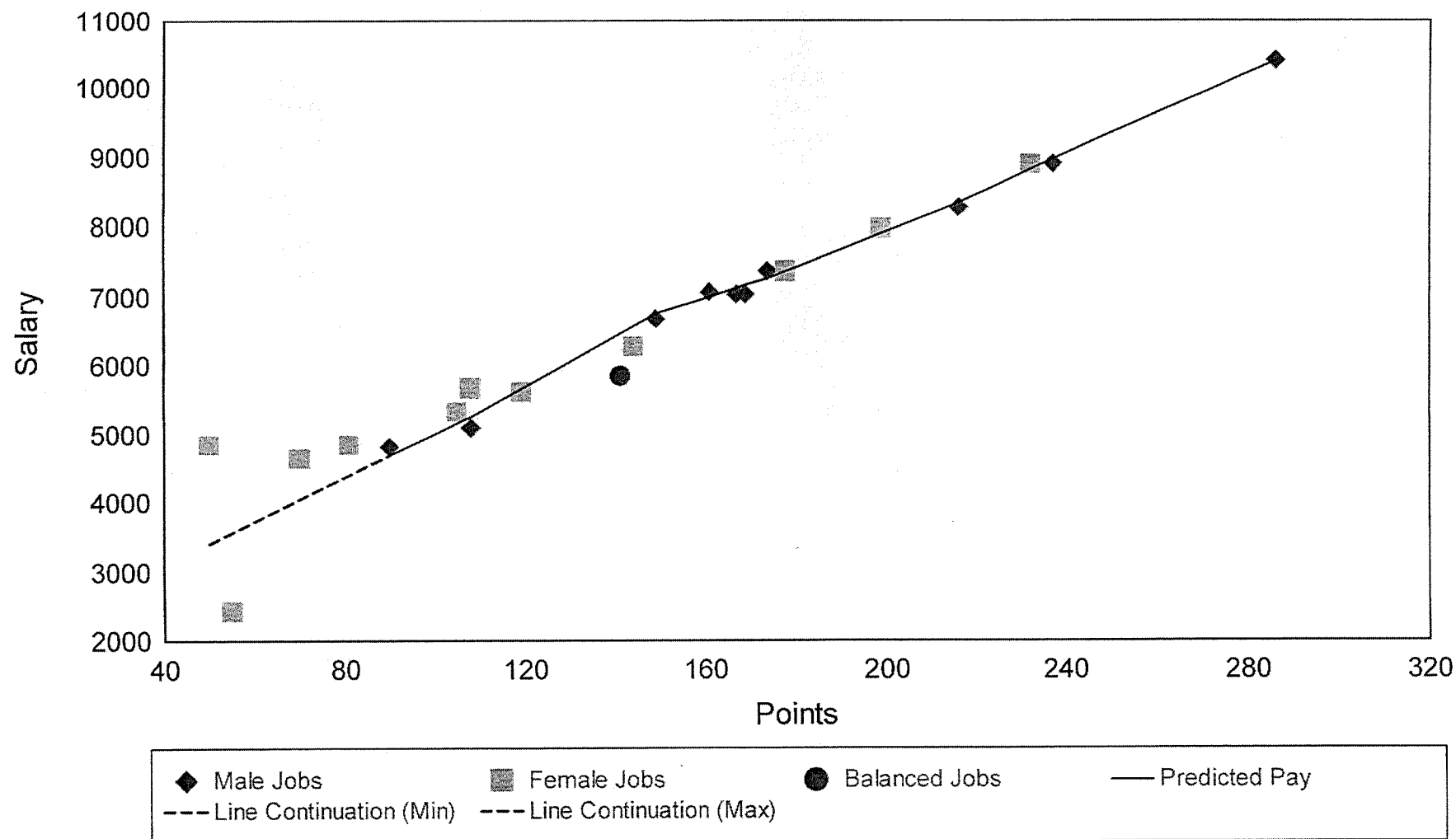
Job Class Data Entry Verification List

Case: 2019 Data

Job Nbr	Class Title	Nbr Males	Nbr Females	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
24	Receptionist/Office Support	0	1	F	50	\$3,879.00	\$4,852.00	7.00		
3	Liquor Store Clerk - pt	0	6	F	55	\$1,972.00	\$2,428.00	4.00	0.00	
5	Police Records Clerk	0	1	F	70	\$3,734.00	\$4,666.00	7.00	0.00	
26	Office Assistant	0	1	F	81	\$3,879.00	\$4,852.00	7.00	0.00	
6	Streets/Parks Worker	3	0	M	90	\$3,860.00	\$4,826.00	7.00	0.00	
7	Liquor Store Asst Mgr	0	1	F	105	\$4,267.00	\$5,333.00	7.00	0.00	
8	Water/Sewer Operator	3	0	M	108	\$4,080.00	\$5,103.00	7.00	0.00	
27	Accounting Tech/Deputy C	0	1	F	108	\$4,491.00	\$5,681.00	7.00	0.00	
9	Administrative Assistant	0	1	F	119	\$4,491.00	\$5,618.00	7.00	0.00	
10	Police Officer	6	2	B	141	\$4,441.00	\$5,864.00	5.00	0.00	
25	Community Development	0	1	F	144	\$5,032.00	\$6,292.00	7.00	0.00	
11	Liquor Store Manager	1	0	M	149	\$5,344.00	\$6,687.00	7.00	0.00	
12	Police Sergeant	2	0	M	161	\$5,663.00	\$7,075.00	7.00	0.00	
22	Water/Wastewater Supervisor	1	0	M	167	\$5,663.00	\$7,041.00	7.00	0.00	
21	Streets Supervisor	1	0	M	169	\$5,663.00	\$7,041.00	7.00	0.00	
14	Building Official	1	0	M	174	\$5,902.00	\$7,377.00	7.00	0.00	
15	City Clerk	0	1	F	178	\$5,902.00	\$7,377.00	7.00	0.00	
20	Community Development I	0	1	F	199	\$6,384.00	\$7,982.00	7.00	0.00	
16	Public Works Director	1	0	M	216	\$6,626.00	\$8,282.00	7.00	0.00	
17	Finance Director	0	1	F	232	\$7,131.00	\$8,911.00	7.00	0.00	
18	Police Chief	1	0	M	237	\$7,131.00	\$8,911.00	7.00	0.00	
19	City Administrator	1	0	M	286	\$8,339.00	\$10,424.00	7.00	0.00	

Job Number Count: 22

Case : 2019 Data



Predicted Pay Report for St. Francis
Case : 2019 Data

12/27/2018

Job Nbr	Job Title	Nbr Males	Nbr Females	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
24	Receptionist/Office Support	0	1	1	Female	50	\$4,852.00	\$3,422.09	\$1,429.91
3	Liquor Store Clerk - pt	0	6	6	Female	55	\$2,428.00	\$3,581.97	(\$1,153.97)
5	Police Records Clerk	0	1	1	Female	70	\$4,666.00	\$4,062.36	\$603.64
26	Office Assistant	0	1	1	Female	81	\$4,852.00	\$4,414.99	\$437.01
6	Streets/Parks Worker	3	0	3	Male	90	\$4,826.00	\$4,703.00	\$123.00
7	Liquor Store Asst Mgr	0	1	1	Female	105	\$5,333.00	\$5,175.44	\$157.56
8	Water/Sewer Operator	3	0	3	Male	108	\$5,103.00	\$5,268.12	(\$165.12)
27	Accounting Tech/Deputy Clerk	0	1	1	Female	108	\$5,681.00	\$5,268.12	\$412.88
9	Administrative Assistant	0	1	1	Female	119	\$5,618.00	\$5,608.22	\$9.78
10	Police Officer	6	2	8	Balanced	141	\$5,864.00	\$6,262.99	(\$398.99)
25	Community Development Speciali	0	1	1	Female	144	\$6,292.00	\$6,623.64	(\$331.64)
11	Liquor Store Manager	1	0	1	Male	149	\$6,687.00	\$6,761.40	(\$74.40)
12	Police Sergeant	2	0	2	Male	161	\$7,075.00	\$6,992.78	\$82.22
22	Water/Wastewater Supervisor	1	0	1	Male	167	\$7,041.00	\$7,128.56	(\$87.56)
21	Streets Supervisor	1	0	1	Male	169	\$7,041.00	\$7,173.65	(\$132.65)
14	Building Official	1	0	1	Male	174	\$7,377.00	\$7,256.66	\$120.34
15	City Clerk	0	1	1	Female	178	\$7,377.00	\$7,327.62	\$49.38
20	Community Development Director	0	1	1	Female	199	\$7,982.00	\$7,872.59	\$109.41
16	Public Works Director	1	0	1	Male	216	\$8,282.00	\$8,339.73	(\$57.73)
17	Finance Director	0	1	1	Female	232	\$8,911.00	\$8,841.13	\$69.87
18	Police Chief	1	0	1	Male	237	\$8,911.00	\$8,980.39	(\$69.39)
19	City Administrator	1	0	1	Male	286	\$10,424.00	\$10,421.41	\$2.59

Job Number Count: 22

Interpreting Results of Compliance Tests

Your jurisdiction is required to pass four tests to be in compliance.

1. Completeness and Accuracy Test

Report is submitted on time

Data is correct

Required information has been provided

For more information, refer to the [Guide to Understanding Pay Equity Compliance](#)

2. Statistical or Alternative Test

Compares salary data to determine if female classes are paid consistently below male classes of comparable work value (job points). The Minnesota Pay Equity Management System will generate results applying the Statistical Analysis Test. Underpayment ratio results of 80 and above are passing. In some cases, the Alternative Analysis is required and consists of a manual review of the data. Refer to the following page to determine which test applies to your report. For more information, refer to the [Guide to Understanding Pay Equity Compliance](#).

3. Salary Range Test

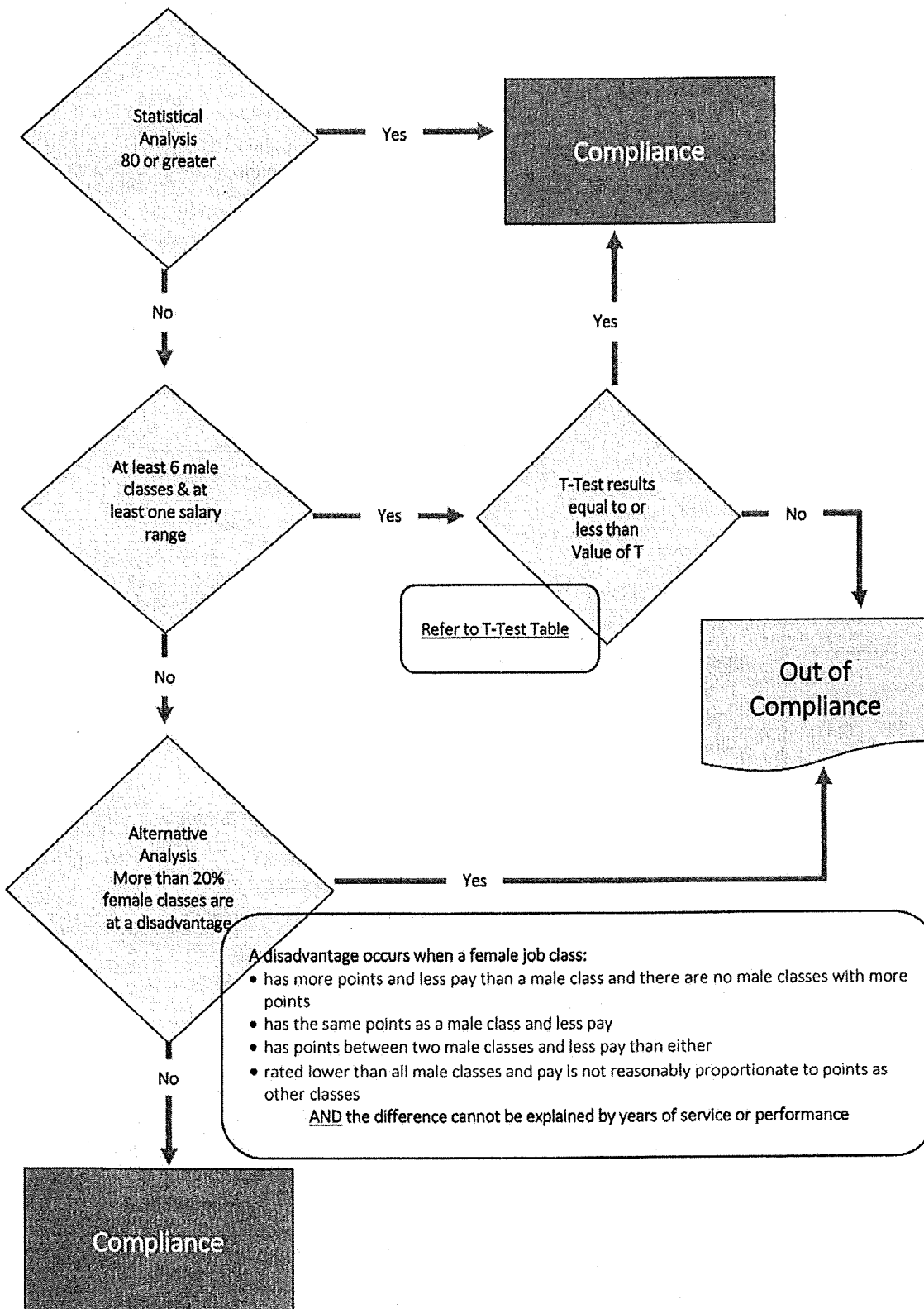
Compares the average number of years required for female classes to move through a salary range consisting of a time-phased step progression to the average number of years required for male classes. Results of 0 or 80 and above are passing scores. (Test does not apply if years to achieve maximum salary are not defined or if salary ranges are not defined). For more information, refer to the [Guide to Understanding Pay Equity Compliance](#).

4. Exceptional Service Pay Test

Compares the percentage of female classes receiving longevity or performance pay to the percentage of male classes receiving longevity or performance pay. In noting exceptional service pay, recipients must exceed the maximum salary reported. Results of 0 or 80 and above are passing scores. (Test does not apply if exceptional service pay is not available in your jurisdiction). For more information, refer to the [Guide to Understanding Pay Equity Compliance](#).

Interpreting Results of Compliance Tests

When to use Statistical and Alternative Analysis Tests



Guide to Understanding Pay Equity Compliance

Pay Equity Office
Minnesota Management & Budget
400 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155

[Local Government Pay Equity Webpage](#)

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Guide to Understanding Pay Equity Compliance

This booklet gives a general overview of how data from the local government reports is analyzed and how the tests for compliance are conducted. Complete details of compliance requirements are in Minnesota Rules Chapter 3920.

This booklet also describes the computer software developed by MMB. This software calculates several of the tests for compliance and the reports produced by the software are explained on pages three through five.

Tests for Compliance

1. **Completeness and Accuracy Test** - determines whether jurisdictions have filed reports on time, included correct data and supplied all required information.
2. **Statistical Analysis Test** - described on pages three through five, compares salary data to determine if female classes are paid consistently below male classes of comparable work value (job points). MMB has developed software that calculates the results for this test. This test is generally applied to larger jurisdictions. For smaller jurisdictions, the alternative analysis is used.
3. **Alternative Analysis Test** - described on pages 14 through 17, compares salary data to determine if female classes are paid below male classes even though the female classes have similar or greater work value (job points). The software is not used for this test.
4. **Salary Range Test** - described on page 18, compares the average number of years it takes for individuals to move through salary ranges established for female classes compared to male classes. This test only applies to jurisdictions that have a system where there is an established number of years to move through salary ranges.
5. **Exceptional Service Pay Test** - described on page 19, compares how often individuals in male classes receive longevity or performance pay above the normal salary range compared to how often individuals in female classes receive this type of pay. This test applies only to jurisdictions that have a system that includes exceptional service pay.

Determining Whether the Alternative or Statistical Analysis Will Be Used

1. Alternative analysis - jurisdiction has:

- Three or fewer male classes.

NOTE: Jurisdictions with three or fewer male classes may want to skip over the information on pages two through seven describing the statistical analysis and computer reports.

2. Statistical analysis - jurisdiction has:

- Six or more male classes and at least one class with an established salary range, or
- Four or five male classes and an underpayment ratio of 80% or more. May or may not have classes with an established salary range.

3. Start in statistical analysis but go to alternative analysis - jurisdiction has:

- Four or five male classes and an underpayment ratio below 80%, or
- An underpayment ratio below 80%, six or more male classes, but no classes with a salary range.

Explanation of Computer Reports

Information contained in the next few pages is intended to explain the three reports produced by the Pay Equity Management System Software. Look at the sample reports as you read the following explanations. Each numbered explanation corresponds to a shaded number on the examples on pages three, five and six. For informational purposes, a sample of a graph produced with the Pay Equity Analysis software is shown on page seven.

Compliance Report

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from the

Pay Equity Implementation Report data. Parts II, III and IV of the Compliance Report give test results. For more detail on each test, refer to Minnesota Rules Chapter 3920.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	1	Female Classes	2	Balanced Classes	All Job Classes
# Job Classes	8		4		2	14
# Employees	14		4		24	42
Avg. Max Monthly Pay Per Employee	1,537.22		1,796.87			1,656.86
						3

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 150.0* 4

	Male Classes	5	Female Classes	6
a. # At or above Predicted Pay	5		3	
b. # Below Predicted Pay	3		1	
c. TOTAL	8		4	
d. % Below Predicted Pay (b divided by c = d)	37.50	5	25.00	6

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 16 Value of T = -3.732 7

a. Avg. diff. in pay from predicted pay for male jobs = \$2 8

b. Avg. diff. in pay from predicted pay for female jobs = \$75 9

III. SALARY RANGE TEST = 105.71% 10 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 5.29

B. Avg. # of years to max salary for female jobs = 5.00

IV. EXCEPTIONAL SERVICE PAY TEST = 50.00% 11 (Result is B divided by A)

A. % of male classes receiving ESP 50.00*

B. % of female classes receiving ESP 25.00

*(If 20% or less, test result will be 0.00.)

Compliance Report

Explanations below correspond to shaded numbers on page three.

1. **Average Maximum Monthly Salary for Employees in Male Classes**
2. **Average Maximum Monthly Salary for Employees in Female Classes**
3. **Overall Average Maximum Monthly Salary for an Employee**
4. **Underpayment Ratio**

The minimum requirement to pass the statistical analysis test is an underpayment ratio of 80%. The underpayment ratio is calculated by dividing the percentage of male classes below predicted pay (item five) by the percentage of female classes below predicted pay (item six). In the example on page three, $37.5 \div 25 = 150\%$. Jurisdictions with an underpayment ratio below 80% can improve their score by increasing salaries for female classes to at or above predicted pay. More details regarding predicted pay are on pages six through 13.

If the underpayment ratio is less than 80%, a jurisdiction may still pass the statistical analysis test if the t-test results (explained in item 7) are not statistically significant. The t-test measures the average dollar difference from predicted pay for male and female classes.

5. **Percentage of Male Classes Below Predicted Pay**

This percentage is calculated by dividing the number of male classes below predicted pay by the overall total of male classes. In the example on page three, the total of male classes is eight, and three fall below predicted pay. Therefore, $3 \div 8 = 37.50\%$.

6. **Percentage of Female Classes Below Predicted Pay**

This percentage is calculated by dividing the number of female classes below predicted pay by the overall total of female classes. In the example on page three, the total of female classes is four and one of those falls below predicted pay. Therefore, $1 \div 4 = 25\%$.

7. **T-Test & Degrees of Freedom**

These numbers are used only for jurisdictions with an underpayment ratio below 80%, at least six male classes and at least one class with a salary range. If the underpayment ratio is 80% or more, these numbers are not used nor are they used for jurisdictions in the alternative analysis.

These numbers show the average dollar amount that males and females are from predicted pay and answer the question: Are females paid less than males on average and, is the underpayment of females statistically significant?

To determine if these numbers show statistical significance, they must be checked against the table on page five. Find the DF number in the "Degrees of Freedom" column and then look across for the "Value of T." If the "value of t" on the compliance report is less than the "value of t" on the table, it means that either there is no underpayment of female classes or that the underpayment is not statistically significant. If the t-test number is the same or more than the "value of t" on the table, the underpayment for female classes is statistically significant and the jurisdiction would not pass the test.

Salary increases for female classes sufficient to eliminate statistical significance would allow a jurisdiction to pass the statistical analysis test even with an underpayment ratio below 80%.

In the example on page three, t-test results would not be used because the underpayment ratio is above 80%, but let's assume we needed to check these results. First, we would find 16 in the DF column

and then look across to find the value of t at 1.746. Since our t-test number is -3.732, well below the value of t on the table, these results would show that on average, females are not underpaid compared to males.

T-Test Table (5% Significance)					
DF	Value of t	DF	Value of t	DF	Value of t
1	6.314	12	1.782	23	1.714
2	2.920	13	1.771	24	1.711
3	2.353	14	1.761	25	1.708
4	2.132	15	1.753	26	1.706
5	2.015	16	1.746	27	1.703
6	1.943	17	1.740	28	1.701
7	1.895	18	1.734	29	1.699
8	1.860	19	1.729	30	1.697
9	1.833	20	1.725	40	1.684
10	1.812	21	1.721	60	1.671
11	1.796	22	1.717	120	1.658
				Infinity	1.645

While the entire method for calculating t-test results cannot be explained here, it is a commonly accepted mathematical technique for measuring statistical significance. The formula is fairly complex, but basically it factors in predicted pay, the dollar difference from predicted pay and the number of employees. The DF number is the total number of employees in male or female dominated classes only, minus two.

8. Average Dollar Amount Male Classes are Above or Below Predicted Pay

In the example on page three, the maximum monthly salary for male classes, on average, is \$2 above predicted pay.

9. Average Dollar Amount Female Classes are Above or Below Predicted Pay

In the example on page three, the maximum monthly salary for female classes, on average, is \$75 above predicted pay.

10. Salary Range Test

This number must be either 0% or 80% or more to pass this test. In the example on page three, 105.71% is passing. Jurisdictions not passing this test can pass it

by reducing the number of years it takes for female classes to reach maximum salaries, increasing the number of years for males to reach maximum salaries, or some combination of both. A result of 0% would mean that either there are no male classes with an established number of years to move through a salary range, no female classes with an established number of years to move through a salary range, or both. A description of how the salary range test is calculated is on page 18.

11. Exceptional Service Pay Test

This number must be either 0% or 80% or more to pass this test. In the example on page three, 50% is not passing. Jurisdictions not passing this test can pass it by either increasing the number of female classes that receive exceptional service pay, decreasing the number of male classes that receive exceptional service pay, or some combination of both. A result of 0% could mean that fewer than 20% of male classes receive exceptional service pay or that no female classes receive exceptional service pay. A description of how the exceptional service pay test is calculated is on page 19.

Statistical Analysis

Explanations correspond to shaded numbers below.

This report can be printed after the results are computed. The predicted pay and pay difference columns are helpful in analyzing the cost of adjusting the salary for any given class.

1. Predicted Pay

The most simplistic definition of predicted pay is that it is the average pay of male classes at any given point value. Predicted pay is calculated by averaging the maximum monthly salaries for male classes in the jurisdiction. It is the standard for comparing how males and females are compensated. Predicted pay is a mirror, or reflection, of the current compensation practice within a jurisdiction for male classes, but is not necessarily the salary that "should" be paid at any particular point level. Specific details of the method used to calculate predicted pay is explained in pages eight through 13. The graph on page seven shows a "predicted pay line" and how male and female classes scatter around that line. Predicted pay amounts are determined only from the jurisdiction itself, not from any external factors or salaries.

2. Pay Difference

Shows the dollar amount that maximum monthly salaries fall above or below predicted pay. If a jurisdiction does not pass the statistical test and needs to increase salaries for female classes, either to reach an underpayment ratio of 80% or eliminate the statistical significance of the t-test, this information is useful in calculating the cost. For example, the cost to increase the female class of "stage manager" to predicted pay would be \$6.20 per month.

1 2

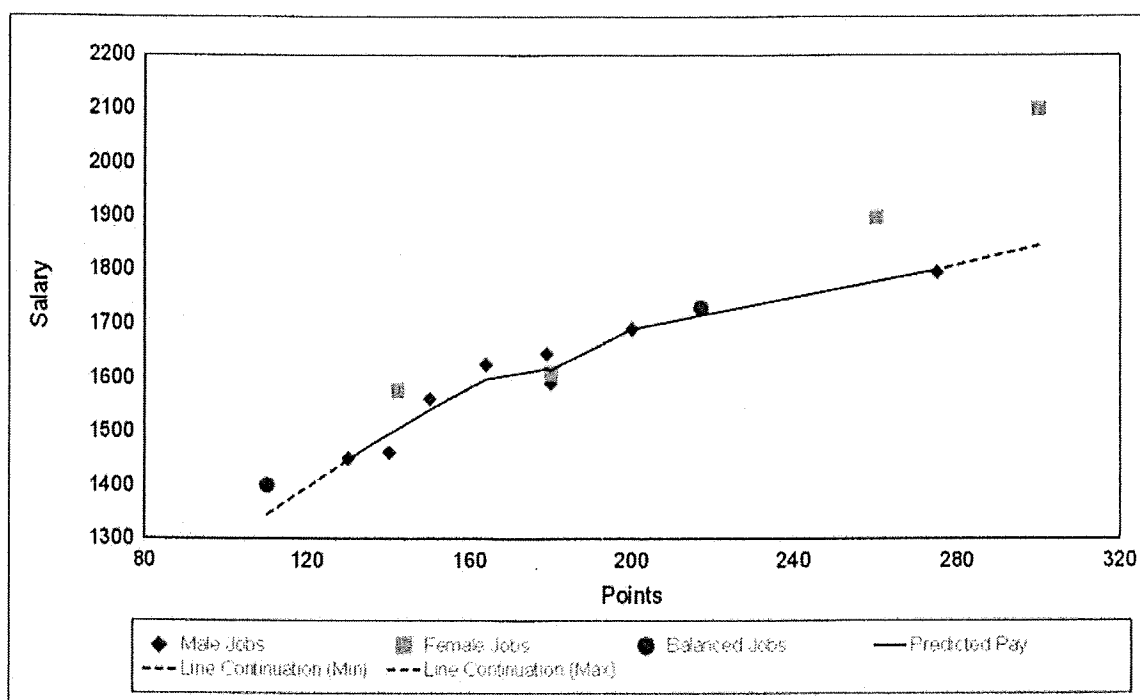
10/10/2016

Predicted Pay Report for Stageville Theater First Step To Broadway
Case: 2011

Job Nbr	Job Title	Hbr Males	Hbr Females	Total Hbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
1	Box Office	1	1	2	Balanced	110	\$1,400.41	\$1,344.82	\$55.59
2	Stage Crew	6	1	7	Male	130	\$1,450.26	\$1,447.15	\$3.11
3	Props Chief	1	0	1	Male	140	\$1,460.94	\$1,465.59	(\$34.65)
4	Costume Designer	0	1	1	Female	142	\$1,575.89	\$1,505.17	\$70.72
5	Set Tech.	1	0	1	Male	150	\$1,560.75	\$1,540.12	\$20.63
6	Lighting Tech.	1	0	1	Male	164	\$1,825.50	\$1,598.54	\$226.96
7	Effects Eng.	1	0	1	Male	179	\$1,845.22	\$1,617.17	\$228.05
8	Stage Manager	0	1	1	Female	180	\$1,610.30	\$1,616.50	(\$6.20)
9	Writer	1	0	1	Male	180	\$1,590.19	\$1,616.50	(\$26.31)
10	Marketing Director	1	0	1	Male	200	\$1,690.85	\$1,689.43	\$1.42
11	Actor/Actress	10	12	22	Balanced	217	\$1,730.85	\$1,748.24	(\$17.40)
12	Producer	0	1	1	Female	260	\$1,900.00	\$1,773.81	\$126.19
13	Director	1	0	1	Male	275	\$1,795.76	\$1,800.09	(\$5.23)
14	General Manager	0	1	1	Female	300	\$2,100.67	\$1,846.29	\$254.38

Job Number Count: 14

Predicted Pay Graph



Job Class Data Entry List Report

Shows the data that has been entered for computation. This report should be carefully reviewed before computing the results. If any errors are found, they must be corrected before computing results.

Job Class Data Entry Verification List

Stageville Theater First Step To Broadway!
LGID 1

Case: 2011

Job Nbr	Class Title	Nbr Males	Nbr Females	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
1	Box Office	1	1	B	110	\$1,200.00	\$1,400.41	4.00	0.00	
2	Stage Crew	6	1	M	130	\$1,250.00	\$1,450.26	5.00	0.00	Longevity
3	Props Chief	1	0	M	140	\$1,260.00	\$1,460.94	5.00	0.00	Longevity
4	Costume Designer	0	1	F	142	\$1,375.00	\$1,575.89	5.00	0.00	
5	Set Tech.	1	0	M	150	\$1,360.00	\$1,560.75	5.00	0.00	Longevity
6	Lighting Tech.	1	0	M	164	\$1,400.00	\$1,625.50	6.00	0.00	Longevity
7	Effects Eng.	1	0	M	179	\$1,425.00	\$1,645.22	6.00	0.00	
8	Stage Manager	0	1	F	180	\$1,425.00	\$1,610.30	5.00	0.00	Longevity
9	Writer	1	0	M	180	\$1,400.00	\$1,590.19	6.00	0.00	
10	Marketing Director	1	0	M	200	\$1,490.00	\$1,690.85	4.00	0.00	
11	Actor/Actress	10	12	B	217	\$1,500.00	\$1,730.85	4.00	0.00	Performance
13	Producer	0	1	F	260	\$1,700.00	\$1,900.00	0.00	1.00	
12	Director	1	0	M	275	\$1,600.00	\$1,795.76	0.00	3.00	
14	General Manager	0	1	F	300	\$1,800.00	\$2,100.67	0.00	5.00	

Job Number Count: 14

Method Used for Predicted Pay Calculation in the Statistical Analysis

The following explanation is a general description of how predicted pay is calculated but does not include all details of the formula in Minnesota Rules Chapter 3920.

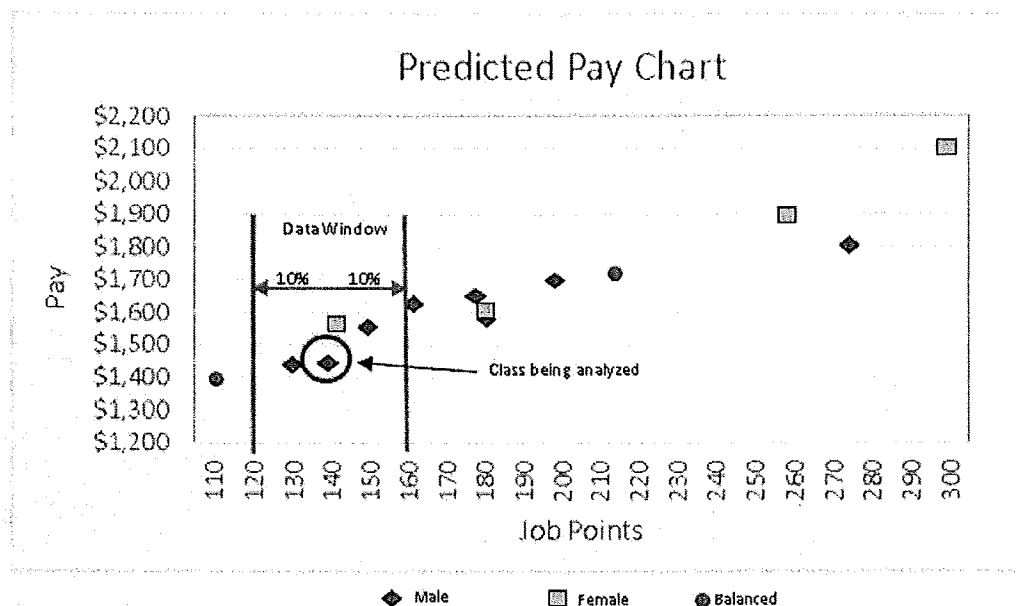
Basis of the Statistical Analysis

The definition in the Local Government Pay Equity Act for equitable compensation relationship says "...compensation for female-dominated classes is not consistently below the compensation for male-dominated classes of comparable value..."

The formula for the statistical analysis is based on three concepts found in the above definition: comparable value, male compensation and consistently below.

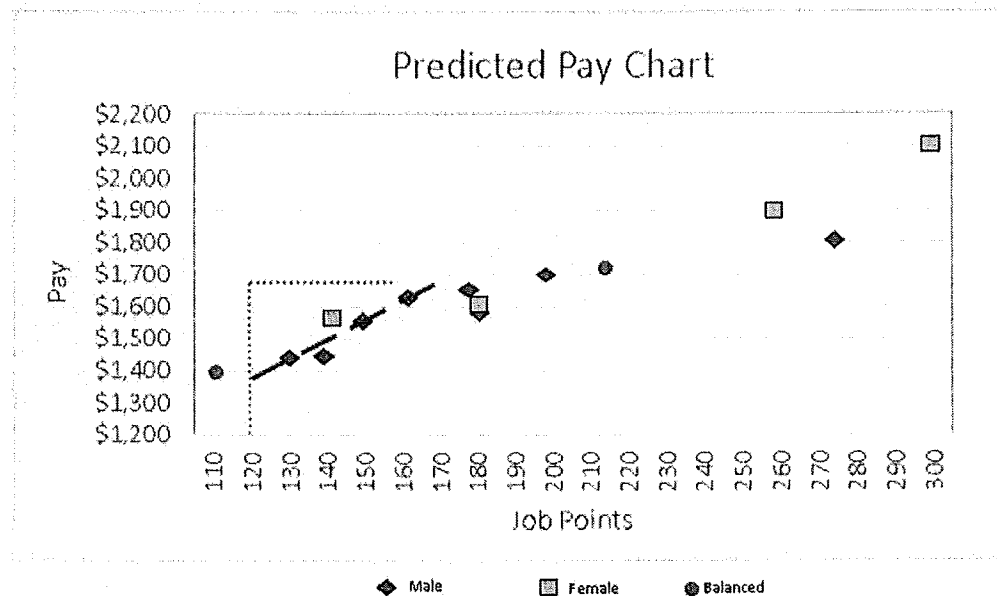
I. Defining "Comparable Value"

Except for classes in the lower and upper 10% of the point range, comparable value is defined by drawing a 20% window around the job class being analyzed. Each window extends 10% of the range of points on each side of the class. In the example, there is a range of 200 points from lowest to highest, so 10% would be 20 points. Each window must have at least three male classes (two of which have different points) and must include at least 20% of all male classes in the jurisdiction. If this criteria is not met, the window will expand at 5% increments on either side until the required number of male classes are included. The drawing below shows one window for one class.

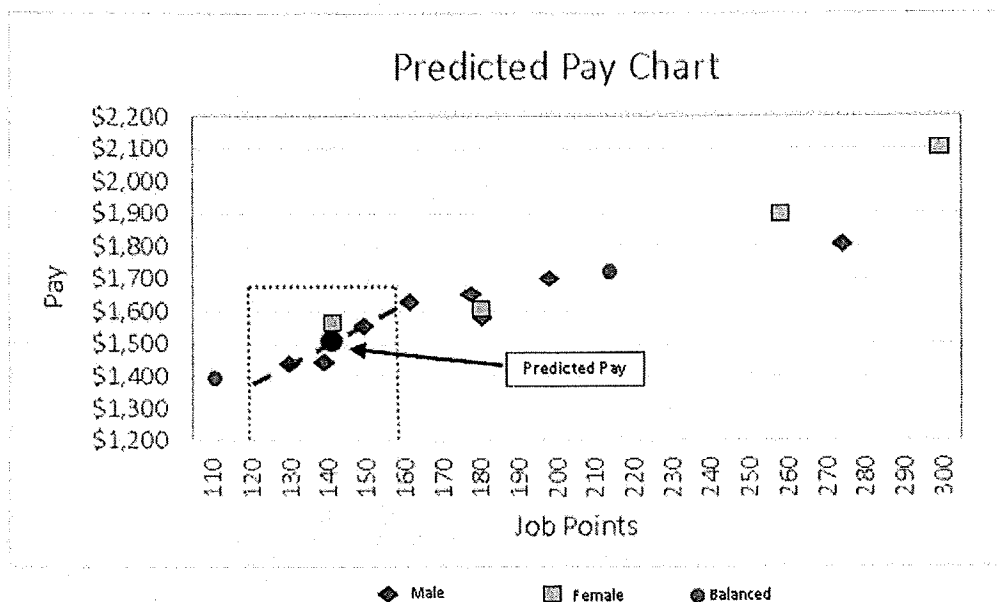


II. Defining "Male Compensation" or "Predicted Pay"

- A. The first step in defining male compensation is to draw a "mini" regression line through the male classes in the window.

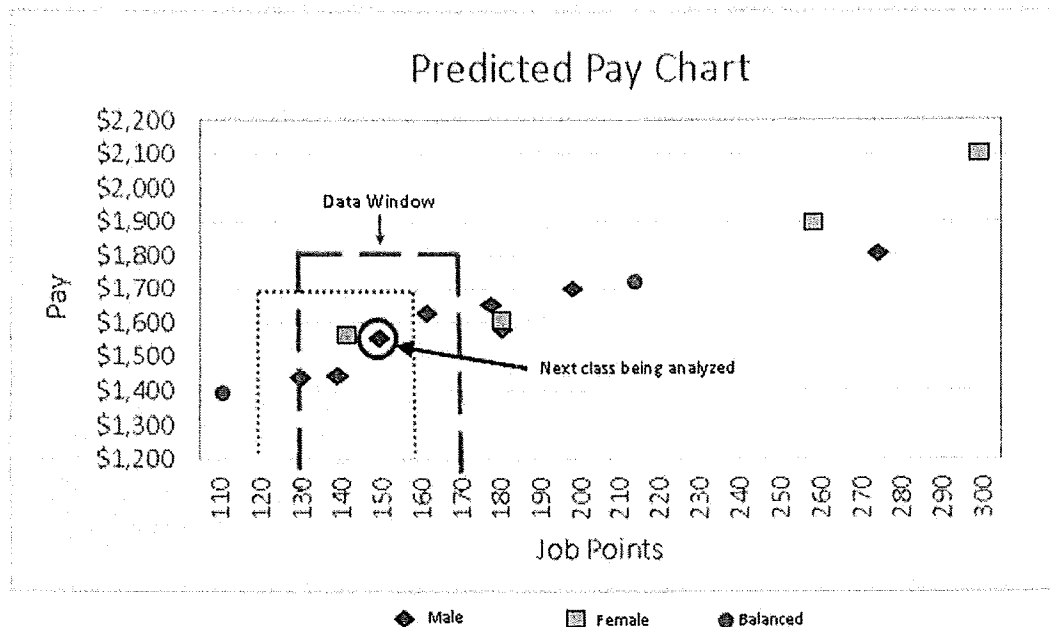


- B. The second step in defining male compensation is to look at the class being analyzed and the same point on the mini regression line. This point is called predicted pay.

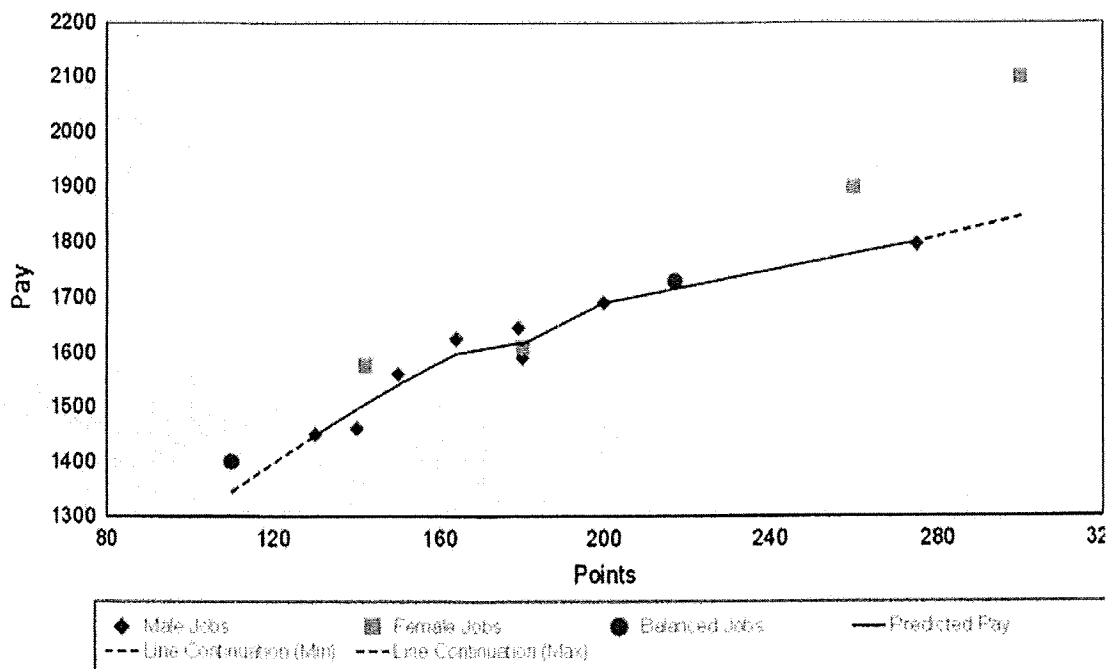


III. Defining “Consistently Below”

- A. A determination is made as to whether the class being analyzed falls above or below predicted pay. In the example, the female class being analyzed is above predicted pay.
- B. A new window is drawn when the next class is analyzed. This continues until all classes have been analyzed.



C. When all the classes have been analyzed, a predicted pay line is drawn.



D. The tabulation of the number of male and female classes above and below the predicted pay line is made.

For example:

F above	=	3	M above	=	5
F below	=	1	M below	=	3
Total	=	4	Total	=	8

E. The percentage of male and female classes below predicted pay is calculated by dividing the number of classes below by the total number of classes in each group.

Female classes:	$1 \div 4$	=	25.00%
Male classes:	$3 \div 8$	=	37.50%

F. The percentage of male classes below predicted pay is divided by the percentage of female classes below predicted pay. This produces the "underpayment ratio."

$$37.50\% \div 25.00\% = 150.00\%$$

G. An underpayment ratio below 80% shows that female classes are compensated "consistently below" male classes of comparable value. If the underpayment ratio is below 80%, further analysis is done to determine if the underpayment of females is statistically significant. Using the t-test, a determination is made whether or not the dollar difference is statistically significant. Details of the t-test can be found on page four.

Alternative Analysis Test

The minimum requirement to pass this test is that:

- a. there is no compensation disadvantage for at least 80% of female classes compared to male classes; or,
- b. compensation differences can be accounted for by years of service or performance.

On the next few pages the four possibilities that exist for inequities or a compensation disadvantage are described.

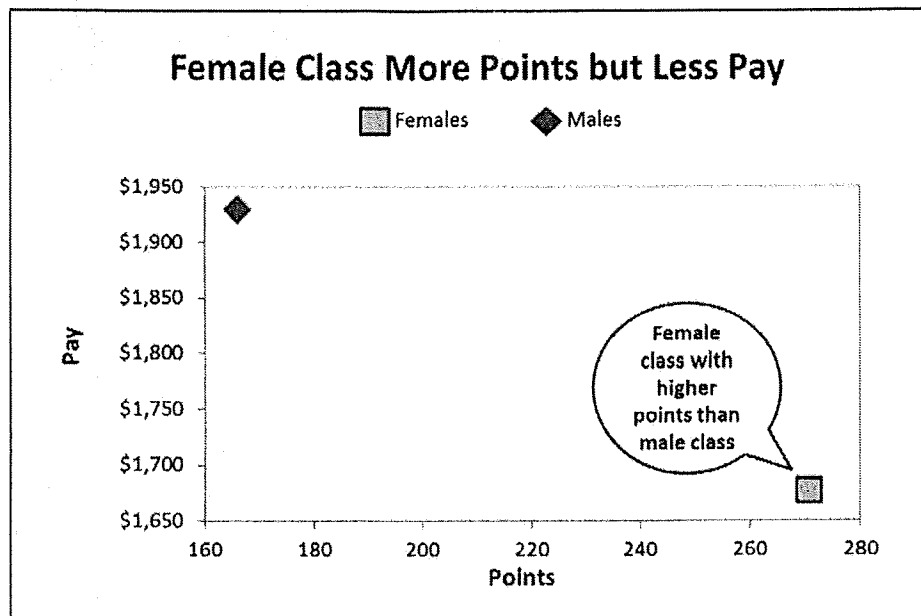
1. A female class with higher points has less compensation than a male class with lower points.

Example: In this case, the female job class of city clerk has more points but less pay than the male job class of maintenance supervisor.

<u>Job Title</u>	<u>Type</u>	<u>Class Points</u>	<u>Max. Monthly Salary</u>
City Clerk	F	275	\$1665
Maint. Sup.	M	171	\$1925

The minimum requirement to correct this inequity is that the female class must have a salary at least equal to that of the male class.

Graph illustrating inequity for female job class.



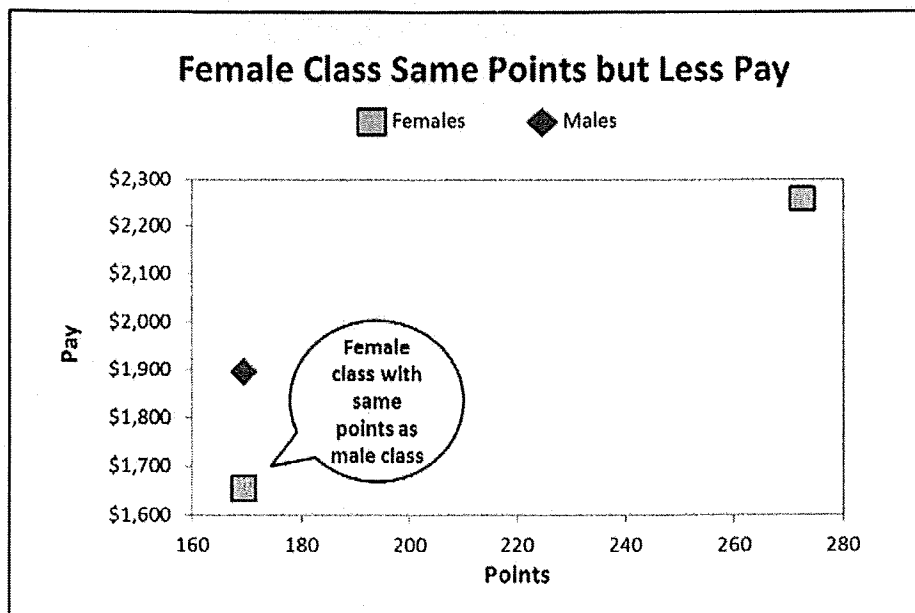
2. A female class has the same points as a male class but less compensation.

Example: In this case, the female job class of secretary and the male job class of maintenance have the same points but the secretary receives less pay.

<u>Job Title</u>	<u>Type</u>	<u>Class Points</u>	<u>Max. Monthly Salary</u>
City Clerk	F	275	\$2265
Maintenance	M	171	\$1900
Secretary	F	171	\$1630

The minimum requirement to correct this inequity is that the female class must have a salary at least equal to the male class.

Graph illustrating inequity for female job class.



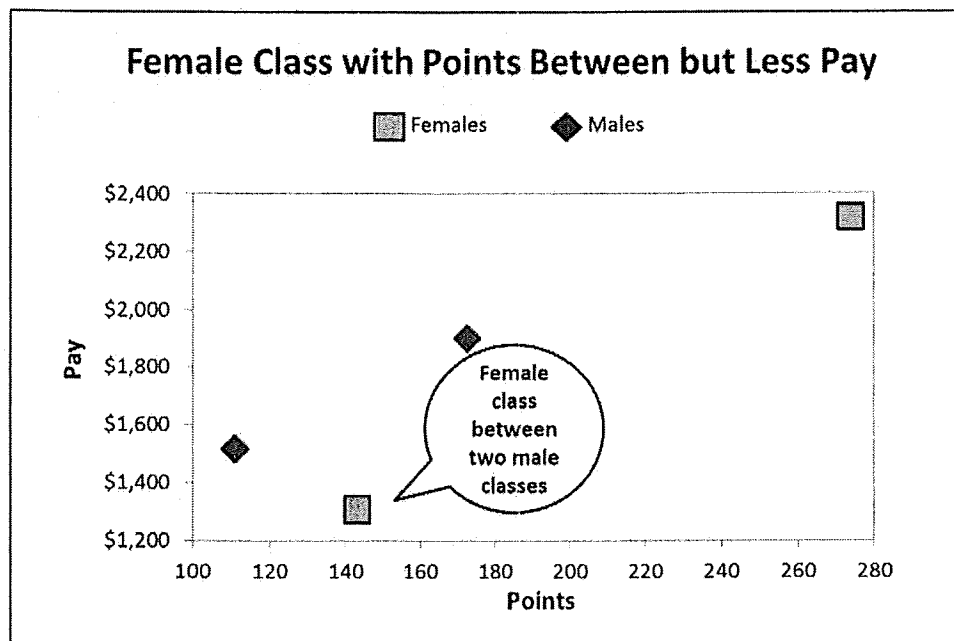
3. A female class has points between two male classes but compensation is not between or above the two male classes.

Example: In this case, the female job class of receptionist has points between two male classes but receives less pay than either of them.

<u>Job Title</u>	<u>Type</u>	<u>Class Points</u>	<u>Max. Monthly Salary</u>
City Clerk	F	275	\$2370
Maintenance	M	171	\$1900
Receptionist	F	141	\$1250
Custodian	M	111	\$1500

The minimum requirement to correct this inequity is that the female class must have a salary somewhere between the two male classes.

Graph illustrating inequity for female job class.



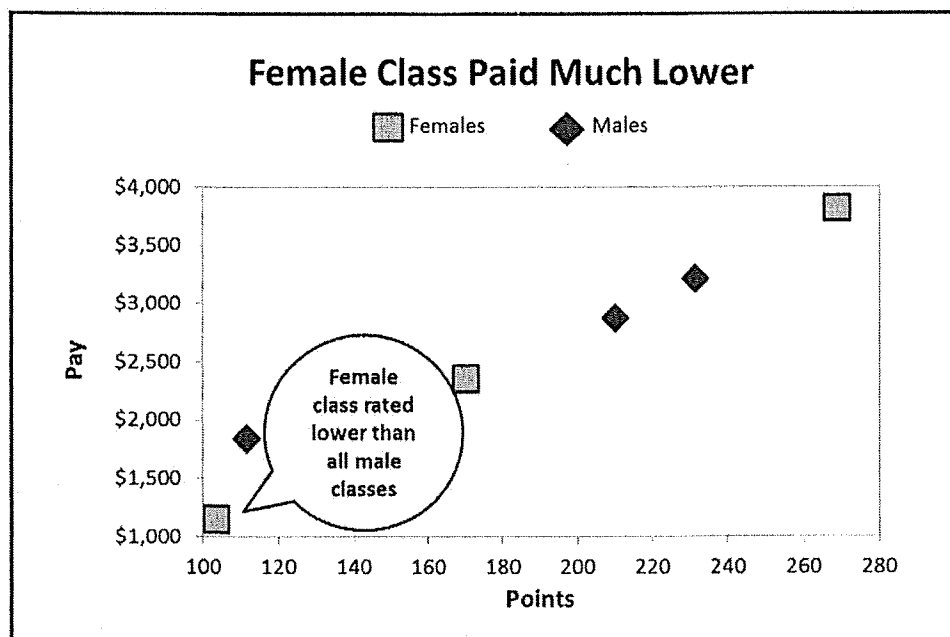
4. A female class, rated lower than all male classes, is not compensated as reasonably proportionate to points as other classes.

Example: In this case, the retail clerk has a salary of \$700 per month below the custodian but only six fewer points. For all other job classes where there is a salary difference, there is a larger difference in points. For example, the maintenance supervisor's salary is \$300/month less than the police officer and there is a difference of 23 points.

<u>Job Title</u>	<u>Type</u>	<u>Class Points</u>	<u>Max. Monthly Salary</u>
City Clerk/Admin	F	275	\$3800
Police Officer	M	236	\$3200
Maintenance Sup	M	213	\$2900
Admin. Sec.	F	173	\$2400
Custodian	M	111	\$1800
Retail Clerk	F	105	\$1100

While some difference in salary is acceptable due to the point difference, the salary for the retail clerk with 105 points must be much closer to the salary for the custodian with 111 points. When there is a question regarding the salary for female class or classes rated lower than all male classes, the judgment is made on a case-by-case basis, and the main considerations are the relationship of points and pay between other classes in the jurisdiction and past history of pay relationships that were previously in compliance. In this case, the minimum requirement to correct this inequity would be that the salary for the retail clerk would be approximately \$1,650/month.

Graph illustrating inequity for female class.



Salary Range Test

This is an example to show how the salary range test is calculated. It is not necessary to calculate this test manually if the software is being used. If the software is not being used, the following steps will produce a result for this test. Information is recorded for male or female classes only, not balanced classes. The information for this example is taken from the Data Entry List Report on page seven.

JURISDICTION: Stageville Theatre

Step 1

Look at the "years to max" column and identify male classes with an established number of years to move through a salary range.

Title	Years to Max
Stage Crew	5
Props Chief	5
Set Tech	5
Lighting Tech	6
Effects Tech	6
Writer	6
Marketing Director	4
<u>7</u> total classes	<u>37</u> total years

Step 2

Calculate the average years to reach maximum salary for male classes:

A. Total years from Step 1	37	
B. Total classes from Step 1	<u>7</u>	
C. Divide 2A by 2B	$37 \div 7 =$	5.28 average years to max

Step 3

Look at the "years to max" column and identify female classes with an established number of years to move through a salary range.

Title	Years to Max
Costume Designer	5
Stage Manager	<u>5</u>
<u>2</u> total classes	<u>10</u> total years

Step 4

Calculate the average years to reach maximum salary for female classes:

A. Total years from Step 3	10	
B. Total classes from Step 3	<u>2</u>	
C. Divide 4A by 4B	$10 \div 2 =$	5 average years to max

Step 5

Divide 2C by 4C and multiply by 100. $5.28 \div 5 = 1.05 \times 100 = 105\%$

Enter this result in Part C of the Pay Equity Implementation Report.

Exceptional Service Pay Test

This is an example to show how the exceptional service pay test is calculated. It is not necessary to calculate this test manually if the software is being used. If the software is not being used, the following steps will produce a result for this test. The information for this example is taken from the Data Entry List Report on page seven. Information is recorded for male or female classes only, not balanced classes.

Step 1

Look at the "exceptional service pay" column and calculate the percentage of male classes receiving exceptional service pay.

- | | |
|---|------------------------------------|
| A. Total number of male classes where an employee receives exceptional service pay. | 4 |
| B. Total number of male classes in the jurisdiction. | 8 |
| C. Divide 1A by 1B and multiply by 100. | $4 \div 8 = .50 \times 100 = 50\%$ |

If result of 1C is 20% or less, stop here and check appropriate box in Part D of report form.

If result is more than 20%, go on to Step 2.

Step 2

Look at the "exceptional service pay" column and calculate the percentage of female classes receiving exceptional service pay.

- | | |
|---|------------------------------------|
| A. Total number of female classes where an employee receives exceptional service pay. | 1 |
| B. Total number of female classes. | 4 |
| C. Divide 2A by 2B and multiply by 100. | $1 \div 4 = .25 \times 100 = 25\%$ |

Step 3

Calculate the ratio of female/male classes receiving exceptional service pay.

Divide 2C by 1C and multiply by 100. $.25 \div .50 = .50 \times 100 = 50\%$



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 E

TO: Joe Kohlmann, City Administrator
FROM: Todd Schwieger, Police Chief
SUBJECT: Officer Hiring
DATE: January 7, 2019

OVERVIEW: On December 17, 2018 City Council authorized the police department to fill the 2019 12th officer vacancy identified in the 2019 budget. During the hiring process to fill a 2018 police officer vacancy, background investigations were conducted on the top 3 scoring candidates. The top scoring candidate has already accepted the vacant 2018 police officer position contingent upon successfully completing a psychological evaluation and medical exam. At the conclusion of the 3 background investigations it was determined that candidate Chase Hedges is qualified to fill the vacant 2019 police officer position. Chase is currently employed at the Bar None Treatment Facility in Nowthen and is a former St Francis Police Department Reserve Officer. After consulting with staff, a conclusion was made to offer Chase the position of police officer with the St Francis Police Department to fill the 2019 police officer vacancy. Chase was offered the position on December 31, 2018 contingent upon City Council approval and successfully completing a psychological evaluation and medical exam. Chase was offered to start at step 1 of the current police officer pay scale. Chase appears to be a very qualified candidate and eager to start his law enforcement career with the St Francis Police Department.

ACTION TO BE CONSIDERED:

Motion to authorize hiring police officer candidate Chase Hedges at step 1 of the police officer pay scale.

BUDGET IMPLICATION:

The approved 2019 operating budget accounts for the additional officer to bring the police department licensed officer count to 12.

Attachments:



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 F

TO: Joe Kohlmann, City Administrator
FROM: Paul Teicher, Public Works Director
SUBJECT: Routine Recycling Agreement
DATE: 1/7/2019

OVERVIEW:

Annual contract with Anoka County to receive SCORE (Select Committee On Recycling and the Environment) funds to be used for recycling activities. Anoka County sets a tonnage goal for St. Francis that coincides with the state recycling goal. The 2019 residential recycling goal is 780 tons.

ACTION TO BE CONSIDERED:

Renewing the recycling contract with Anoka County

BUDGET IMPLICATION:

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

Attachments:

1. 2019 Agreement for Residential Recycling Program Contract



Anoka County

HUMAN SERVICES DIVISION

Community Health & Environmental Services

Date: November 16, 2018
To: Municipal Recycling Coordinators
From: Sue Doll, Solid Waste Specialist
Regarding: Municipal Contracts for 2019, Funding and Goals

The 2019 Residential Recycling Agreements include a fixed base of \$10,000 for each municipality and \$5.00 per household (HH). In addition, targeted program funds are available for specific program areas and funds may be used for problem materials and yard waste/organics. The household count is based on the latest population and household estimate available from the Metropolitan Council. This funding allocation is not dependent upon the receipt of the second SCORE allocation. The county will use reserve funds if the second grant payment is not received in the spring of 2019.

The 2019 funding includes enhancement funds for the following program areas:

- Drop-off Grants – \$10,000 or \$15,000 depending on HH's
- General Enhancement Grant \$1/HH
- Organics Collection \$0.50/HH if no organics drop-off or curbside program
- Organics Collection \$1/HH if there is an organics drop-off or curbside program
- Additional Grant Request up to \$20,000

The 2019 municipal recycling goal is 215 pounds per person for single family households (up to 4 units) and 160 pounds per person for multi-unit households (5 units or more). This goal reflects the estimated tonnage needed to assist the county in achieving its recycling goal as established by the State of Minnesota. The goals have been set to reflect the differences between single family and multi-unit housing.

One copy of the contract has been enclosed for signature by your municipality. Please obtain the necessary signatures. The funding amounts you requested on 2019 Anoka County Municipal Waste Abatement Grant Funding Application and the 2019 Grant Funding award, are included as part of this contract.

Mail the signed copy back to our department and we will obtain remaining signatures. We will return the original to you once fully-executed. We will not be able to reimburse any expenditures until we have a signed contract returned by your municipality.

Thank you for your cooperation and efforts to reduce waste and increase the amount of material recycled in our county. Please do not hesitate to contact me if you have any questions regarding this information.

Recycling & Resource Solutions

Field Operations Building ▲ 1530 Bunker Lake Blvd NW ▲ Andover, MN 55304 ▲ www.anokacounty.us
763-324-3400 ▲ FAX: 763-324-3410 ▲ Reduce, Reuse, Recycle.

Reduce, Reuse, Recycle. ▲ Affirmative Action / Equal Opportunity Employer

2019 AGREEMENT FOR RESIDENTIAL RECYCLING PROGRAM

THIS AGREEMENT made and entered into on the 1st day of January 2019, notwithstanding the date of the signatures of the parties, between the COUNTY OF ANOKA, State of Minnesota, hereinafter referred to as the "COUNTY", and the CITY OF ST. FRANCIS, hereinafter referred to as the "MUNICIPALITY".

WITNESSETH:

WHEREAS, the County will receive funding from the State of Minnesota pursuant to Minn. Stat. § 115A.557 (hereinafter "SCORE funds") during 2019 which must be used to encourage recycling and a portion must be specifically directed to recycling source -separated compostable materials; and

WHEREAS, the County will also receive funding pursuant to Minn. Stat. § 473.8441 (hereinafter "LRDG funds") during 2019; and

WHEREAS, the County also has additional budgeted program funding available to supplement SCORE and LRDG funds for solid waste recycling programs, so that the available amount for the Residential Recycling Program is \$1,551,716 and

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

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

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

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

1. **PURPOSE.** The purpose of this Agreement is to provide for cooperation between the County and the Municipality to implement solid waste recycling programs in the Municipality which will help the County and member municipalities meet the goals set in the current Anoka County Solid Waste Management Master Plan. The County and the Municipality agree that the information provided in the recitals above is to be incorporated into the purpose of this agreement.
2. **TERM.** The term of this Agreement is from January 1, 2019 through December 31, 2019 unless earlier terminated as provided herein.

3. **DEFINITIONS.** Defined terms contained in this Agreement and all the attachments are found in Minn. Stat. §§ 115A.03; 115A.471; and 115A.552. The use of capitalization for defined terms has no special effect. For convenience, a full list of defined terms is included with the Municipal Grant Application. Additionally:
- a. "Full-Service Recycling Drop-off Center" means centralized permanent drop-off center that is open at least two times a week and accepts at least four types of materials beyond traditional curbside recyclables, i.e.: mattresses, appliances, scrap metal, carpet, furniture, source-separated compostable materials, electronics, etc.
 - b. "Multifamily dwellings" means households within apartment complexes, condominiums, townhomes, mobile homes and senior housing complexes.
 - c. "Quasi-Municipal event" means community festivals which appear to the public to be supported and run by the Municipality but in fact are sponsored or co-sponsored by an independent non-profit 501c (3) organization, for example: the Anoka Halloween Parade.
4. **ELIGIBILITY FOR FUNDS.** The Municipality is entitled to receive reimbursement for eligible expenses, less revenues or other reimbursement received, for eligible activities up to the project maximum, which shall not exceed \$37,361.50.

The County reserves the right to reduce the funding provided in the event the Municipality does not complete the additional Grant Projects referenced in the 2019 Anoka County Municipal Waste Abatement Grant Funding Application.

The County also reserves the ability to assess the programs and reallocate unused SCORE and/or, LRDG funds mid-year if any participating municipality demonstrates the need for the funding and funds are available. The Municipality shall be provided documentation of the funding award determination and rationale as indicated by the 2019 Grant Funding Award.

5. **PROGRAM.** The Municipality shall develop and implement a residential solid waste recycling program adequate to meet the Municipality's annual recycling goal of 780 tons of recyclable materials as established by the County. The Municipality shall ensure that the recyclable materials collected are delivered to processors or end markets for recycling.
- a. The Municipal recycling program shall include the following components:
 - i. Each household (including both single and multi-family dwellings) in the Municipality shall have the Opportunity to Recycle at least four broad types of materials, including but not limited to, paper (including cardboard/paperboard cartons), glass, plastic, metal and textiles.
 - ii. The recycling (including any organics) program shall be operated in compliance with all applicable federal, state, and local laws, ordinances, rules and regulations.
 - iii. The Municipality shall implement a public information program that contains at least the following components:

- (1) One promotional mailing to each household focused exclusively on the Municipality's recycling program;
 - (2) One promotional advertisement detailing recycling opportunities available for residents included in the Municipality's newsletter or local newspaper; and
 - (3) Two community outreach activities at Municipal or Quasi-Municipal events to inform residents about recycling opportunities.
- iv. The public information components listed above shall focus on all recyclable materials and the various opportunities to recycle and compost within the Municipality. The Municipality shall incorporate Rethink Recycling and other regional images and use the toolkits provided by the County when preparing promotional materials. The Municipality, on an ongoing basis, shall identify new residents and provide detailed information on the recycling opportunities available to these new residents. The County shall work with the Municipality on promotional materials to coordinate messages. The Municipality shall provide promotional materials for review prior to publication to ensure accuracy.
- v. The Municipality shall regularly attend the monthly Solid Waste Abatement Advisory Team meetings per year.
- vi. The Municipality shall offer a minimum of one spring and/or fall recycling drop-off event(s) where items not normally accepted at the curb are collected for recycling. If the Municipality is hosting a monthly drop-off as described below, the spring/fall recycling drop-off events may be included within that program.
- b. The Municipality is encouraged to expand its recycling program to include one or more of the following components in order to receive additional funding.
 - i. Organize monthly/quarterly recycling drop-off events which can be held in conjunction with a neighboring municipality(ies) on a cooperative basis for the citizens of both/all municipalities.
 - ii. Provide a community event recycling program, which at a minimum would consist of providing recycling opportunities at all Municipal sponsored or Quasi-Municipal events and festivals as required by Minn. Stat. § 115A.151. The feasibility of adding organics collection at the event will be explored and if feasible, implemented as an enhancement to the waste abatement program.
 - iii. Provide the opportunity for citizens to engage in recycling activities at Municipal and Quasi-Municipal facilities as required by Minn. Stat. § 115A.151 such as athletic fields and public centers.
- iv. Organize and manage a Full-Service Recycling Drop-off Center.
- v. Develop enhanced recycling promotion and assistance for multifamily dwellings.
- vi. Develop additional opportunities for source-separated compostable materials collection.

- vii. Develop and implement additional opportunities to recycle bulky and problem materials (e.g. appliances, batteries, carpet, electronics, mattresses, oil, scrap metal, etc.) from residents on an on-going basis either curbside or at a drop-off.
 - c. If the Municipality's recycling program did not achieve the Municipality's recycling goals as established by the County for the prior calendar year, the Municipality shall work with the County to prepare a plan to achieve the recycling goals set forth in this Agreement.
 - d. The Municipality's recycling program shall be limited to residential programming for funding reimbursements under this Agreement. The County will not reimburse business recycling programming or household hazardous waste programming by the Municipality. Any inquiries or requests regarding these topics should be sent to the County for response.
 - e. In addition to the above requirements designed to increase residential recycling opportunities, the Municipality shall provide recycling opportunities in all municipal buildings including but not limited to, city offices, public meeting rooms and parks, as required by Minn. Stat. § 115A.151. If items collected through the Municipal recycling program prove to be contaminated or not recyclable, those items shall be treated as public entity waste and must be processed at a resource recovery facility. Minn. Stat. §§ 115A.46, 115A.471 and 473.848. See page 44, 47-48, 51, and p. 67 of the 2018 Anoka County Solid Waste Management Master Plan regarding the requirements for Public Entity Waste.
 - f. Pursuant to Minn. Stat. §§ 115A. 46, 115A.471 and 473.848, all waste generated by municipal government activities (including city/town halls, public works and public safety buildings, parks, and libraries, and for municipalities that arrange for waste services on behalf of their residents (organized collection)) shall be delivered to a waste processing plant for disposal as long as capacity is available. Failure to comply with this provision shall constitute a breach of this Agreement resulting in the loss of all Grant Funding unless, pursuant to statute, the Municipality has conferred with the County and developed a plan to comply within a reasonable period of time.
6. **REPORTING.** The Municipality shall submit the following reports semi-annually to the County no later than July 15, 2019 and January 10, 2020.
- a. An accounting of the amount of waste which has been recycled as a result of the Municipality's activities and the efforts of other community programs, redemption centers and drop-off centers. For recycling programs, the Municipality shall certify the number of tons of each recyclable material which has been collected and the number of tons of each recyclable material which has been marketed. For recycling programs run by other persons or entities, the Municipality shall also provide documentation on forms provided by the County showing the tons of materials that were recycled by the Municipality's residents through these other programs. The Municipality shall keep detailed records documenting the disposition of all recyclable materials collected pursuant to this Agreement. The Municipality shall also report the number of cubic yards or tons of yard waste and source-separated compostable materials collected for composting, chipping, or land spreading, together with a description of the methodology used for

calculations. Any other material removed from the waste stream by the Municipality, i.e. tires and used oil, shall also be reported separately.

- b. Information regarding any revenue received from sources other than the County for the Municipality's recycling programs, i.e. revenue taken in from the sale of recyclables and fees collected from residents, shall be reported.
- c. Copies of all promotional materials that have been prepared by the Municipality during the term of this Agreement to promote its recycling and organics collection programs.
- d. The Municipality agrees to support County efforts in obtaining hauler reports by ensuring compliance through ordinance, contract or license requirements and the ability to exercise punitive actions, if needed.
- e. The Municipality agrees to furnish the County with additional reports in form and at frequencies requested by the County for financial evaluation, program management purposes, and reporting to the State of Minnesota.

7. **BILLING AND PAYMENT PROCEDURE.** The Municipality shall submit itemized invoices semi-annually to the County for abatement activities no later than July 15, 2019 and January 10, 2020. Costs not billed by January 10, 2020 will not be eligible for funding. The invoices shall be paid in accordance with standard County procedures, subject to the approval of the Anoka County Board of Commissioners.

8. **PUBLICATIONS.** The Municipality shall acknowledge the financial assistance of the Anoka County on all promotional materials, reports and publications relating to the activities funded under this Agreement, by including the following acknowledgement: "Funded by the Anoka County Board of Commissioners and State SCORE (Select Committee On Recycling and the Environment) funds." The Municipality shall provide copies of all promotional materials funded by this grant.

The County shall provide all printed public information pieces about County programs. A Municipality shall not modify County publications related to business recycling, household hazardous waste management or the County compost sites.

Information about the County's business recycling program, household hazardous waste management program or County compost sites that a Municipality plans to publish in a Municipal communication, printed or electronic, shall be provided to the County for review and approved by the County prior to publication to ensure accuracy and consistency.

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

The Municipality agrees to indemnify, defend, and hold the County harmless from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of its public officials, officers, agents,

employees, and contractors relating to activities performed by the Municipality under this Agreement.

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

10. **GENERAL PROVISIONS.**

- a. In performing the provisions of this Agreement, both parties agree to comply with all applicable federal, state or local laws, ordinances, rules, regulations or standards established by any agency or special governmental unit which are now or hereafter promulgated insofar as they relate to performance of the provisions of this Agreement. In addition, the Municipality shall comply with all applicable requirements of the State of Minnesota for the use of SCORE funds provided to the Municipality by the County under this Agreement. The Municipality shall also comply with all relevant portions of the current Anoka County Solid Waste Management Master Plan and shall participate in the preparation of the successor Master Plans.
- b. If the Municipality utilizes the services of a subcontractor for purposes of meeting requirements herein, the Municipality shall be responsible for the performance of all such subcontracts and shall ensure that the subcontractors perform fully the terms of the subcontract. The agreement between the Municipality and a subcontractor shall obligate the subcontractor to comply fully with the terms of this Agreement.
- c. It is understood and agreed that the entire agreement is contained herein, and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.
- d. Any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing, duly signed by the parties.
- e. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, such decision shall not affect the remaining portion of this Agreement.
- f. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint venturers, or an association between the County and the Municipality, nor shall the Municipality, its employees, agents or representatives be considered employees, agents, or representatives of the County for any purpose.
- g. The Municipality shall maintain financial and other records and accounts in accordance with requirements of the County and the State of Minnesota. The Municipality shall maintain strict accountability of all funds and maintain records of all receipts and disbursements. Such records and accounts shall be maintained in a form which will permit the tracing of funds and program income to final expenditure. The Municipality shall maintain records sufficient to reflect that all

funds received under this Agreement were expended in accordance with Minn. Stat. § 115A.557, Subd. 2, for residential solid waste recycling purposes. The Municipality shall also maintain records of the quantities of materials recycled. All records and accounts shall be retained as provided by law, but in no event for a period of less than five years from the last receipt of payment from the County pursuant to this Agreement.

- h. Pursuant to Minn. Stat. § 16C.05, the Municipality shall allow the County or other persons or agencies authorized by the County, and the State of Minnesota, including the Legislative Auditor or the State Auditor, access to the records of the Municipality at reasonable hours, including all books, records, documents, and accounting procedures and practices of the Municipality relevant to the subject matter of the Agreement, for purposes of audit. In addition, the County shall have access to the project site(s), if any, at reasonable hours.

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

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereunto set their hands.

CITY OF ST. FRANCIS

COUNTY OF ANOKA

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Municipality's Clerk

Date: _____

Approved as to form and legality:

By: _____

Date: _____

By: _____

Rhonda Sivarajah, Chair
Anoka County Board of Commissioners

Date: _____

By: _____

Jerry Soma
County Administrator

Date: _____

Approved as to form and legality:

By: _____

Kathryn M. Timm
Assistant County Attorney

Date: _____

**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: 01/02/2019

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$124,843.87 plus any additional bills that are handed out on Monday night.

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:

- 01-07-2019 Packet List



01/02/2019 12:45 pm

PAYMENT BATCH AP JE1 1-19

ADVANCED GRAPHIX INC

12/19/2018	200886	E 101-42110-221	Vehicle Repair & Maintenance	BADGES FOR CARS	45.00
					<u>\$45.00</u>

ANOKA COUNTY PARKS & REC

12/03/2018	.1218	E 101-43210-441	Miscellaneous	WASTE EDUCATOR	64.00
					<u>\$64.00</u>

ASPEN MILLS

12/13/2018	228248	E 101-42110-437	Uniform Allowance	UNIFORMS-SCHWIEGER T	6.00
12/14/2018	228372	E 101-42110-437	Uniform Allowance	UNIFORMS-ALLEN	1,228.00
12/19/2018	228699	E 101-42110-437	Uniform Allowance	UNIFORMS-BULERA	109.95
12/27/2018	228965	E 101-42110-437	Uniform Allowance	B PETERSON (R) VEST	485.00
12/27/2018	228966	E 101-42110-437	Uniform Allowance	R HILL (R) VEST	485.00
12/27/2018	228967	E 101-42110-437	Uniform Allowance	A PETERSON (R) UNIFORMS	99.90
12/27/2018	228968	E 101-42110-437	Uniform Allowance	R JOHNSON (R) VEST	485.00
12/27/2018	228969	E 101-42110-437	Uniform Allowance	A PETERSON (R) VEST	485.00
					<u>\$3,383.85</u>

AXON ENTERPRISE, INC

12/20/2018	SI-1567482	E 101-42110-237	Small Equipment	TASERS	1,398.00
					<u>\$1,398.00</u>

BAUER BUILT INC.

11/09/2018	940054742	E 101-42110-221	Vehicle Repair & Maintenance	TIRES	258.20
11/16/2018	940054843	E 101-42110-221	Vehicle Repair & Maintenance	TIRES	516.40
12/06/2018	940055139	E 101-42110-221	Vehicle Repair & Maintenance	TIRES	516.40
12/19/2018	940055432	E 101-42110-221	Vehicle Repair & Maintenance	TIRES	516.40
					<u>\$1,807.40</u>

BERNICK COMPANIES, THE

12/14/2018	470047	E 609-49751-252	Beer For Resale	BEER	287.60
					<u>\$287.60</u>

CAPITOL BEVERAGE SALES, L.P

12/17/2018	2201035	E 609-49751-252	Beer For Resale	BEER	196.95
					<u>\$196.95</u>

CEDAR CREEK BAKING COMPANY

12/13/2018	.1218	E 101-42110-308	Community Education	COOKIES	92.00
					<u>\$92.00</u>

CENTERPOINT ENERGY

12/17/2018	.1218	E 101-41940-383	Gas Utilities	CITY HALL #1	16.36
12/17/2018	.1218	E 101-41940-383	Gas Utilities	CITY HALL #3	44.29
12/17/2018	.1218	E 101-41940-383	Gas Utilities	CITY HALL #2	(0.48)
12/17/2018	.1218	E 101-41940-383	Gas Utilities	CITY HALL #4	10.63
12/17/2018	.1218	E 101-42110-383	Gas Utilities	POLICE/PW	1,026.48
12/17/2018	.1218	E 101-42210-383	Gas Utilities	FIRE GENERATOR	(5.45)
12/17/2018	.1218	E 101-42210-383	Gas Utilities	FIRE	929.36
12/17/2018	.1218	E 101-43100-383	Gas Utilities	POLICE/PW	256.62
12/17/2018	.1218	E 101-45200-383	Gas Utilities	POLICE/PW	256.62
12/17/2018	.1218	E 101-45200-383	Gas Utilities	WARMING HOUSE	138.04
12/17/2018	.1218	E 601-49440-383	Gas Utilities	3911 233RD AVENUE	24.91
12/17/2018	.1218	E 601-49440-383	Gas Utilities	POLICE/PW	256.62
12/17/2018	.1218	E 601-49440-383	Gas Utilities	WATER PLANT	689.21
12/17/2018	.1218	E 601-49440-383	Gas Utilities	PUBLIC WORKS (4020 ST FRANK	108.29

12/17/2018	.1218	E 602-49490-383	Gas Utilities	POLICE/PW	256.62
12/17/2018	.1218	E 602-49490-383	Gas Utilities	WWTP	(15.47)
12/17/2018	.1218	E 602-49490-383	Gas Utilities	WWTP	898.22
12/17/2018	.1218	E 602-49490-383	Gas Utilities	LIFT (23699 AMBASSADOR)	(4.53)
12/17/2018	.1218	E 602-49490-383	Gas Utilities	PUBLIC WORKS (4020 ST FRAN	108.30
12/17/2018	.1218	E 609-49750-383	Gas Utilities	LIQUOR	195.96
					\$5,190.60

CINTAS

12/18/2018	4013739751	E 601-49440-417	Uniform Clothing & PPE	UNIFORMS	9.31
12/18/2018	4013739827	E 101-42110-402	Janitorial Service	RUGS & SUPPLIES	24.04
12/18/2018	4013739827	E 101-43100-402	Janitorial Service	RUGS & SUPPLIES	6.01
12/18/2018	4013739827	E 101-45200-402	Janitorial Service	RUGS & SUPPLIES	6.01
12/18/2018	4013739827	E 601-49440-402	Janitorial Service	RUGS & SUPPLIES	6.01
12/18/2018	4013739827	E 602-49490-402	Janitorial Service	RUGS & SUPPLIES	6.01
12/26/2018	4014040486	E 101-41940-402	Janitorial Service	CITY HALL RUGS	16.16
					\$73.55

CITY EMPLOYEES UNION, LOCAL #3

G 101-21707	Union Dues	JANUARY DUES-PW	47.00
			\$47.00

COLONIAL INSURANCE

12/26/2018	7129661-0105124	G 101-21712	Colonial Insurance	JANUARY INSURANCE	415.13
					\$415.13

CONNEXUS ENERGY

12/21/2018	.1218	E 101-41940-381	Electric Utilities	CITY HALL	288.76
12/21/2018	.1218	E 101-41940-381	Electric Utilities	SIGN	55.75
12/21/2018	.1218	E 101-42110-381	Electric Utilities	SIREN	5.00
12/21/2018	.1218	E 101-42110-381	Electric Utilities	SIREN	5.00
12/21/2018	.1218	E 101-42110-381	Electric Utilities	POLICE/PW	826.84
12/21/2018	.1218	E 101-42210-381	Electric Utilities	FIRE	427.92
12/21/2018	.1218	E 101-43100-381	Electric Utilities	POLICE/PW	206.71
12/21/2018	.1218	E 101-43100-386	Street Lighting	STREET LIGHTS	2,528.64
12/21/2018	.1218	E 101-45200-381	Electric Utilities	PARKS	260.76
12/21/2018	.1218	E 101-45200-381	Electric Utilities	POLICE/PW	206.71
12/21/2018	.1218	E 601-49440-380	Electric-System	WATER	4,646.25
12/21/2018	.1218	E 601-49440-381	Electric Utilities	POLICE/PW	206.71
12/21/2018	.1218	E 602-49490-381	Electric Utilities	POLICE/PW	206.70
12/21/2018	.1218	E 602-49490-381	Electric Utilities	LIFT STATIONS	891.70
12/21/2018	.1218	E 602-49490-381	Electric Utilities	WWTP	5,865.00
12/21/2018	.1218	E 609-49750-381	Electric Utilities	LIQUOR STORE	889.91
					\$17,518.36

COON RAPIDS, CITY OF

12/13/2018	12478	E 101-43100-406	Asphalt Repair & Maint	2018 SEALCOATING	1,527.59
					\$1,527.59

CORPORATE CONNECTION

12/20/2018	50032	E 101-41110-441	Miscellaneous	COUNCIL SHIRTS	66.11
					\$66.11

CRYSTAL SPRINGS ICE

12/18/2018	002.B005605	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	116.64
					\$116.64

DAHLHEIMER DIST. CO. INC.

12/19/2018	195709	E 609-49751-252	Beer For Resale	BEER	4,864.40
					\$4,864.40

DELTA DENTAL

12/15/2018	7504747	G 101-21711	Dental Insurance	JANUARY INSURANCE	1,288.35
					\$1,288.35

ECM PUBLISHERS, INC.

12/21/2018	658001	E 101-41400-351	Legal Notices Publishing	ORDINANCE 244	75.25
					\$75.25

ELITE SANITATION

12/17/2018	25437	E 101-45200-402	Janitorial Service	TOILET RENTAL	305.00
					<u>\$305.00</u>

EMBEDDED SYSTEMS

12/03/2018	343805	E 101-42110-311	Contract	1/1/19 TO 6/30/19 MAINTENANCE	553.50
					<u>\$553.50</u>

HOISINGTON KOEGLER GROUP, INC

12/09/2018	018-041-3	E 101-41910-311	Contract	COMMUNITY DEVELOPMENT	6,068.86
12/09/2018	018-041-3	E 101-43100-311	Contract	PW	1,362.50
12/09/2018	018-041-3	G 803-22043	Esc-Laketown Homes	LAKETOWN	431.25
12/09/2018	018-041-3	G 803-22145	ESC-School-SITE PLAN	SCHOOL	581.25
12/09/2018	018-041-3	G 803-22160	ESC-SCHULTE SUBDIVISION	SCHULTE/TURTLE PONDS	37.50
12/09/2018	018-041-3	G 803-22162	Schroeder Subdivision	SCHROEDER	525.00
					<u>\$9,006.36</u>

INNOVATIVE OFFICE SOLUTIONS, L

12/13/2018	IN2325396	E 101-42110-200	Office Supplies	SUPPLIES	93.22
12/18/2018	IN2331448	E 101-41400-200	Office Supplies	OFFICE SUPPLIES	78.25
					<u>\$171.47</u>

ISD #15

12/31/2018	4054	E 101-42110-221	Vehicle Repair & Maintenance	2014 CHARGER	77.49
					<u>\$77.49</u>

J.P. COOKE COMPANY

12/13/2018	1045248	E 101-42110-200	Office Supplies	DOG TAGS	104.55
					<u>\$104.55</u>

JJ TAYLOR DISTRIBUTING

12/19/2018	2924943	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
12/19/2018	2924943	E 609-49751-252	Beer For Resale	BEER	1,093.35
					<u>\$1,096.35</u>

JOHNSON BROS WHLSE LIQUOR

11/29/2018	1163727	E 609-49751-253	Wine For Resale	WINE	204.88
12/11/2018	516776	E 609-49751-251	Liquor For Resale	LIQUOR	(51.66)
12/13/2018	517152	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.57)
12/13/2018	517152	E 609-49751-251	Liquor For Resale	LIQUOR	(84.00)
12/14/2018	517681	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(10.99)
12/14/2018	517681	E 609-49751-251	Liquor For Resale	LIQUOR	(549.50)
12/14/2018	517682	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(3.14)
12/14/2018	517682	E 609-49751-253	Wine For Resale	WINE	(71.95)
12/19/2018	1180014	E 609-49751-206	Freight and Fuel Charges	FREIGHT	91.06
12/19/2018	1180014	E 609-49751-251	Liquor For Resale	LIQUOR	3,609.51
					<u>\$3,132.64</u>

KIMS KLEANING

12/30/2018	5556	E 101-41940-402	Janitorial Service	CITY HALL	150.00
12/30/2018	5557	E 101-45000-402	Janitorial Service	COMMUNITY CENTER	100.00
12/30/2018	5558	E 101-43100-402	Janitorial Service	PUBLIC WORKS	190.00
12/30/2018	5558	E 101-45200-402	Janitorial Service	PUBLIC WORKS	190.00
12/30/2018	5558	E 601-49440-402	Janitorial Service	PUBLIC WORKS	190.00
12/30/2018	5558	E 602-49490-402	Janitorial Service	PUBLIC WORKS	190.00
12/30/2018	5559	E 601-49440-402	Janitorial Service	WATER PLANT	200.00
12/30/2018	5560	E 101-42110-402	Janitorial Service	POLICE DEPARTMENT	900.00
12/30/2018	5561	E 602-49490-402	Janitorial Service	WASTEWATER PLANT	220.00
12/30/2018	5562	E 101-42210-402	Janitorial Service	FIRE DEPT	2,100.00
					<u>\$4,430.00</u>

LAW ENFORCEMENT LABOR SVCS.

		G 101-21707	Union Dues	JANUARY DUES-POLICE	357.00
		G 101-21707	Union Dues	JANUARY DUES-SARGENT	51.00
					<u>\$408.00</u>

MCDONALD DIST CO.

12/18/2018	472350	E 609-49751-252	Beer For Resale	BEER	5,223.90
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12/18/2018	472350	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	27.00
					<u>\$5,250.90</u>
MUNICIPAL CODE CORPORATION					
12/05/2018	00322066	E 101-41110-441	Miscellaneous	2019 MUNI CODE	1,195.00
					<u>\$1,195.00</u>
MY ALARM CENTER					
01/01/2019	11582549	E 609-49750-445	Security	JANUARY ALARM	39.15
					<u>\$39.15</u>
NITTI ROLLOFF SERVICES					
11/30/2018	35060	E 101-41910-318	Economic Development	RETAINAGE FOR SEED	(1,000.00)
11/30/2018	35060	E 101-41910-318	Economic Development	3765 BRIDGE DEMO	27,975.00
					<u>\$26,975.00</u>
PACE ANALYTICAL SERVICES					
12/13/2018	1812002275	E 602-49490-313	Sample Testing	TESTING	123.00
12/17/2018	1812002395	E 602-49490-313	Sample Testing	TESTING	140.00
					<u>\$263.00</u>
PEPSI COLA					
12/18/2018	81809258	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	207.60
					<u>\$207.60</u>
PHILLIPS WINE & SPIRITS CO.					
12/19/2018	2476654	E 609-49751-206	Freight and Fuel Charges	FREIGHT	62.02
12/19/2018	2476654	E 609-49751-251	Liquor For Resale	LIQUOR	5,912.11
12/19/2018	2476655	E 609-49751-206	Freight and Fuel Charges	FREIGHT	14.13
12/19/2018	2476655	E 609-49751-253	Wine For Resale	WINE	344.00
12/19/2018	2476656	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.14
12/19/2018	2476656	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	48.00
12/21/2018	316683	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.57)
12/21/2018	316683	E 609-49751-253	Wine For Resale	WINE	(48.00)
					<u>\$6,333.83</u>
ROSEVILLE, CITY OF					
12/26/2018	0225462	E 101-41110-310	Computer Consulting Fees	DECEMBER IT	291.98
12/26/2018	0225462	E 101-41400-310	Computer Consulting Fees	DECEMBER IT	948.95
12/26/2018	0225462	E 101-41910-310	Computer Consulting Fees	DECEMBER IT	146.06
12/26/2018	0225462	E 101-42110-310	Computer Consulting Fees	DECEMBER IT	3,357.85
12/26/2018	0225462	E 101-42210-310	Computer Consulting Fees	DECEMBER IT	540.17
12/26/2018	0225462	E 101-42400-310	Computer Consulting Fees	DECEMBER IT	270.08
12/26/2018	0225462	E 101-43100-310	Computer Consulting Fees	DECEMBER IT	291.98
12/26/2018	0225462	E 101-45200-310	Computer Consulting Fees	DECEMBER IT	291.98
12/26/2018	0225462	E 601-49440-310	Computer Consulting Fees	DECEMBER IT	291.98
12/26/2018	0225462	E 602-49490-310	Computer Consulting Fees	DECEMBER IT	291.98
12/26/2018	0225462	E 609-49750-310	Computer Consulting Fees	DECEMBER IT	145.99
12/26/2018	0225503	E 101-41940-321	Telephone	DECEMBER PHONE	83.79
12/26/2018	0225503	E 101-42110-321	Telephone	DECEMBER PHONE	83.79
12/26/2018	0225503	E 101-42210-321	Telephone	DECEMBER PHONE	83.79
12/26/2018	0225503	E 101-43100-321	Telephone	DECEMBER PHONE	83.79
12/26/2018	0225503	E 101-45200-321	Telephone	DECEMBER PHONE	83.79
12/26/2018	0225503	E 601-49440-321	Telephone	DECEMBER PHONE	83.79
12/26/2018	0225503	E 602-49490-321	Telephone	DECEMBER PHONE	83.79
12/26/2018	0225503	E 609-49750-321	Telephone	DECEMBER PHONE	83.82
					<u>\$7,539.35</u>
SOUTHERN WINE & SPIRITS OF MN					
12/20/2018	1766963	E 609-49751-206	Freight and Fuel Charges	FREIGHT	55.25
12/20/2018	1766963	E 609-49751-251	Liquor For Resale	LIQUOR	5,739.80
12/20/2018	1766964	E 609-49751-206	Freight and Fuel Charges	FREIGHT	11.52
12/20/2018	1766964	E 609-49751-253	Wine For Resale	WINE	522.00
					<u>\$6,328.57</u>
STREICHER S					
12/28/2018	11346213	E 101-42110-437	Uniform Allowance	BADGES	348.69
					<u>\$348.69</u>

SUN LIFE FINANCIAL

12/13/2018	.1218	E 101-41400-130	Employer Paid Insurance	JANUARY INSURANCE	212.02
12/13/2018	.1218	E 101-41500-130	Employer Paid Insurance	JANUARY INSURANCE	141.03
12/13/2018	.1218	E 101-41910-130	Employer Paid Insurance	JANUARY INSURANCE	(1.58)
12/13/2018	.1218	E 101-42110-130	Employer Paid Insurance	JANUARY INSURANCE	851.08
12/13/2018	.1218	E 101-42400-130	Employer Paid Insurance	JANUARY INSURANCE	71.34
12/13/2018	.1218	E 101-43100-130	Employer Paid Insurance	JANUARY INSURANCE	198.99
12/13/2018	.1218	E 101-43210-130	Employer Paid Insurance	JANUARY INSURANCE	44.21
12/13/2018	.1218	E 101-45200-130	Employer Paid Insurance	JANUARY INSURANCE	198.99
12/13/2018	.1218	E 601-49440-130	Employer Paid Insurance	JANUARY INSURANCE	62.86
12/13/2018	.1218	E 602-49490-130	Employer Paid Insurance	JANUARY INSURANCE	62.85
12/13/2018	.1218	E 609-49750-130	Employer Paid Insurance	JANUARY INSURANCE	134.11
					<u>\$1,975.90</u>

SYNOVIA SOLUTIONS

12/21/2018	115553	E 101-43100-311	Contract	LEASE ON GPS	45.79
12/21/2018	115553	E 101-45200-311	Contract	LEASE ON GPS	45.79
12/21/2018	115553	E 601-49440-311	Contract	LEASE ON GPS	45.79
12/21/2018	115553	E 602-49490-311	Contract	LEASE ON GPS	45.82
					<u>\$183.19</u>

TJ ASSOCIATES

12/11/2018	229178	E 101-42110-308	Community Education	CALENDAR	50.00
12/11/2018	229179	E 101-42110-308	Community Education	CHRISTMAS CARDS	145.25
					<u>\$195.25</u>

TOTAL CONTROL SYSTEMS, INC.

12/20/2018	8546	E 602-49490-229	Project Repair & Maintenance	DEER CREEK	1,054.70
12/20/2018	8558	E 601-49440-229	Project Repair & Maintenance	MIXER ON WATER TOWER	480.60
					<u>\$1,535.30</u>

VALLEY-RICH CO., INC

12/15/2018	26437	E 601-49440-229	Project Repair & Maintenance	HYDRANT REPAIRS	4,800.00
					<u>\$4,800.00</u>

WW GOETSCH

12/13/2018	101270	E 602-49490-229	Project Repair & Maintenance	CHECK VALVE-LIFT STATION	3,930.00
					<u>\$3,930.00</u>

FUND SUMMARY\$124,843.87

101 GENERAL FUND	\$67,507.43
601 WATER FUND	\$12,102.33
602 SEWER FUND	\$14,354.69
609 LIQUOR FUND	\$29,304.42
803 ESCROW	\$1,575.00
Total	<u><u>124,843.87</u></u>



Highway 47 Moving Forward

Melissa Barnes | North Area Engineer

January, 2019

What's happened

- MnDOT and City have been in discussions since Spring 2018 to begin a corridor study from Ambassador to Cree St
 - Things we have heard:
 - This 4-lane section of Highway 47 serves as a passing zone
 - Speed too fast for a City
 - Difficult for people walking or biking to cross Hwy 47

What's happened

- Electronic boards with safety messaging installed December 11th
- Lowered school speed limit 12/19
- Moved 50 mph section north of Ambassador
- Increased selected sign sizes



What's happened

- Increased enforcement 12/21
- Provided educational and reflective materials to enforcement and community members for distribution
- Set up a website to provide updates
<http://www.dot.state.mn.us/metro/projects/hwy47stfrancis/index.html>

PEDESTRIAN SAFETY IS A TWO-WAY STREET.

PEDESTRIANS

- Make eye contact with drivers before crossing the street
- Clearly show you intend to cross
- Remove headphones and stay off cell phones while crossing



www.mndot.gov/peds

Moving Forward

- January 2019: Setting up a Towards Zero Death (TZD) meeting/coalition
 - Brings together engineering, enforcement, education, City officials, others to coordinate and create ideas
- January 2019: School exploring applying for a Safe Routes to School Planning Grant

Moving Forward

- February 2019: Launching educational marketing campaign for people who live and travel through St Francis
- April 2019: Install “Your Speed Is” signs



Moving Forward

- April 2019: Install a temporary signal if City approves
 - Incremental benefit over current flasher
 - Still need additional enforcement/school support
 - Could increase crashes, especially rear ends
 - Includes School Speed Zone “When Flashing” lights
 - Includes lighting considerations
 - Signal is temporary pending study results/future construction



Moving Forward

- January/February 2019 – July 2020: MnDOT-led Corridor study
 - Public involvement
 - Develop purpose and need
 - Traffic analysis
 - Incorporation of previous studies
 - Alternatives development based on public input
 - Final alternative selection based on purpose and need
 - Design
- Construction tentatively planned for 2021
 - Possibly phased, complete solution by 2025
- Normal process takes 5+ years to complete

Thank you!

Melissa Barnes

Melissa.barnes@state.mn.us

651-234-7716

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Code Enforcement Requested Extensions
DATE: 1/7/2019

OVERVIEW

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

Two households have been identified with complex code enforcement concerns and clean up requirements. Both properties have requested, in writing, extensions that are beyond the 30 days as set by Code. It is the opinion of staff that it would be difficult for these property owners to correct the compliance issues within the allowable time granted by staff. The issues are complex in nature and the corrections may be difficult depending on the severity of winter.

Both property owners have been working with Community Development staff and communicating long term plans in regards to the clean-up. If the extensions are granted by Council, staff will monitor to ensure there is progress during the extended time and will not issue Citations until the deadline as set by Council.

ITEMS TO BE DISCUSSED:

Staff is requesting the ability to extend the deadlines of the following property:

Property 1 –

1. *Cited for excessive storage of vehicles and components identified as junk and debris.*
 - o Property has requested an extension not to exceed August 1, 2019. In this time they will continue to remove vehicles and are looking to rebuild a pole building.

Property 2 – Cited for two violations:

1. *Excessive accumulation of items within yard, garage and around house including those of refuse, junk and debris creating a nuisance violation*
 - i. Property has requested an extension of three months (March 22, 2019) to correct these violations
2. *Excessive number of accessory buildings.* Current staff has identified the property has over the maximum allowed number and square footage of accessory structures. In a discussion with the property owner and review of a previous staff notes, it was identified that staff in 2015 informed this owner that they would no longer pursue the accessory structure issue. This staff person did not have Council authority or require the land owner to pursue a Variance.
 - i. If Council requires the correction of the accessory structures the property owner is requesting up to six (6) months (June 22, 2019) for a compliance date.

POTENTIAL BUDGET:

None

ATTACHMENTS:

- **Property 1**
 - Arial photo identifying property and view of cars, four photos from 11/26/2018 identifying property conditions.
- **Property 2**
 - Photos from 11/08/2018 showing current concerns of junk and debris
 - Overhead property photo from 12/17/2018 showing three accessory structures and photos from 9/14/2015 showing same structures that were approved by a staff person.

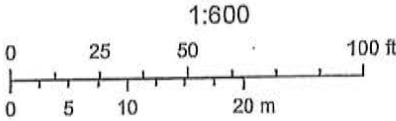
PROPERTY 1

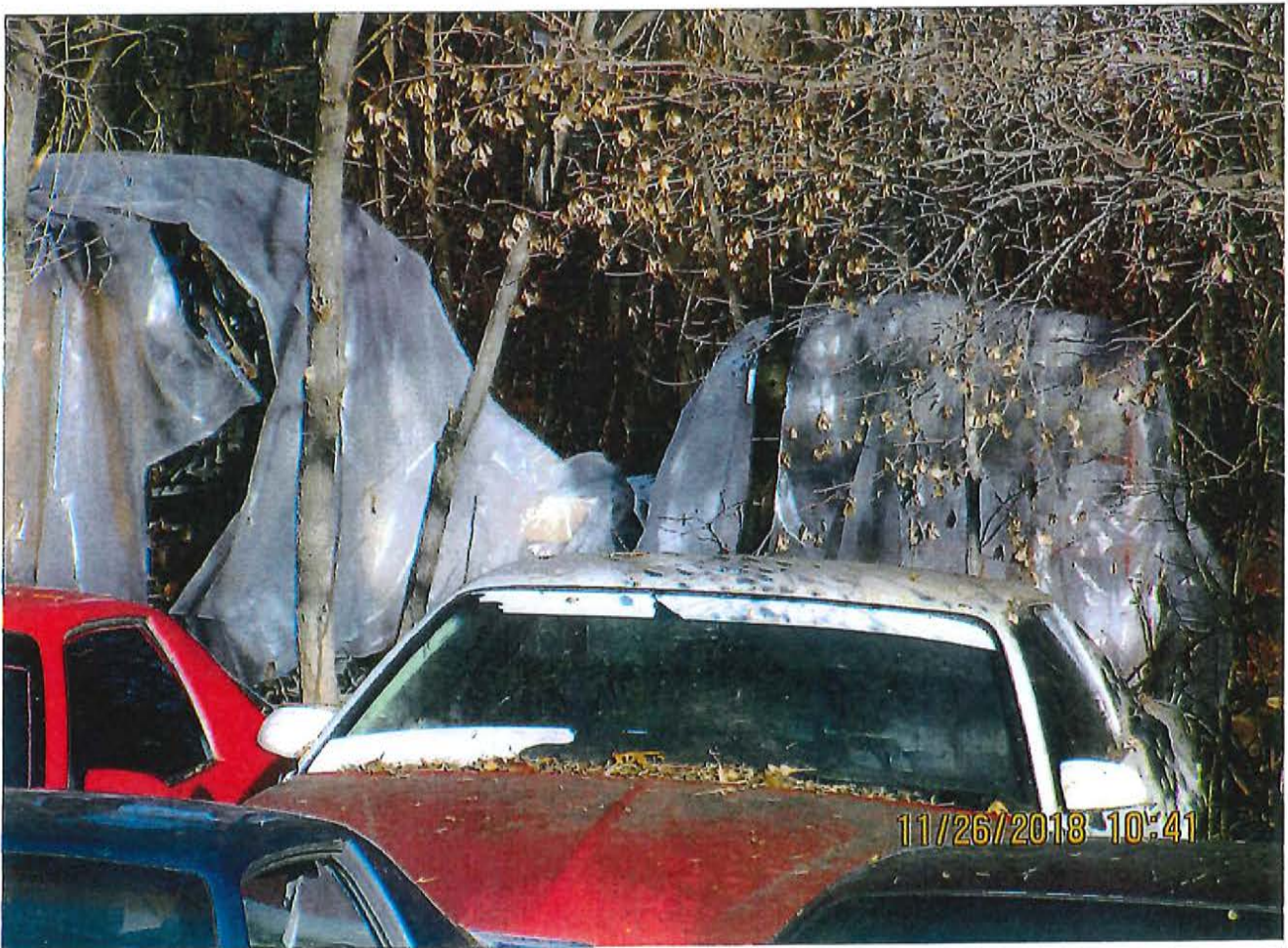
Anoka County, MN



1925

December 4, 2018







PROPERTY 2







Anoka County, MN



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 50 feet
12/17/2018



09/14/2015 12:58



09/14/2015 12:59

TO: Mayor & City Council
FROM: Joe Kohlmann, City Administrator
SUBJECT: Wastewater Treatment Agreement
DATE: January 7th, 2019

OVERVIEW:

Staff has attached a **DRAFT** wastewater agreement for the City Council to consider sending the City of Oak Grove.

Important Note: Staff has reviewed a number of Wastewater Agreements and due to the complexities involved, Staff will be working up to the Meeting time to ensure that the numbers associated with TSS, BOD and TKN are accurate. Otherwise, substantively, the agreement should not change much and the details are below.

Highlights of the Agreement:

- 1) One time connection charge of \$100,000
- 2) Same base and usage rates offered to St. Francis residents
- 3) In the unlikely instance that wastewater strength increases from Oak Grove, surcharges were added to protect the City's infrastructure.
- 4) Future connections will pay St. Francis connection charges.
- 5) 20 year agreement.

ACTION TO BE CONSIDERED:

Motion to approve the agreement and send it to the City of Oak Grove.

SEWER WASTEWATER SERVICE AND PURCHASE AGREEMENT

THIS CONTRACT, made and entered into this _____ day of _____, 2019, hereinafter referred to as "Effective Date," by and between the City of Saint Francis, a municipal corporation located in Anoka County, Minnesota, hereinafter referred to as "Seller," and the City of Oak Grove, a municipal corporation located in Anoka County, Minnesota, hereinafter referred to as "Purchaser."

WITNESSETH:

That the said parties, in consideration of the mutual covenants and agreements hereinafter set forth, have agreed to and with each other as follows:

1. Term of Contract

A. This contract shall be for a Term of twenty (20) years from the date of the Effective Date listed above, unless terminated earlier as hereinafter provided. This contract may be terminated pursuant to the provisions of Section 8, or may be terminated by either party if laws are enacted by the State of Minnesota or the United States of America which substantially and adversely affect rights, duties or obligations of either party under this contract.

2. Sewer Waste Water Service

A. Seller hereby agrees to allow Purchaser to connect to Seller's wastewater collection and processing system "Waste Water Treatment Facility or "WWTF"" in order to service The Ponds Development Area at the rates specified in Section 3. The cost of extending the sewer service main shall be borne by, and be the responsibility of, Purchaser.

B. Sewer waste water service under this contract will be to the Purchaser, and not a separate entity. The Purchaser will be responsible for payment to the Seller for sewer wastewater service used. The Purchaser, or a designee thereof that has been approved by the Seller, shall be responsible for individual billings.

C. A sewer wastewater service district shall be established, which shall encompass The Ponds Development Area (see "Exhibit A" for legal description). Sewer wastewater service will be provided only to the sewer wastewater service district as provided in this contract. However, the parties agree to discuss the expansion of The Ponds Development Service Area upon Purchaser's request and, if necessary, to consider the extension of services to additional areas. Nothing in this Section prohibits Purchaser from connecting additional structures located within the Ponds Development Service Area to Seller's wastewater system. Sewer wastewater service outside of this sewer wastewater service district may be permitted upon the mutual agreement of both the Seller and the Purchaser; provided, however, that such additional service is not within the scope of this contract and this contract would need to be renegotiated to accommodate such additional service.

D. Sewer wastewater service shall be limited to residential uses only, but may be permitted for certain golf course facilities or Public or Institutional uses, at the discretion of the Seller. The responsibility for enforcement of this provision rests with the Purchaser.

E. Significant Industrial Users. Any new connection to The Ponds Development wastewater system by a Significant Industrial User shall enter into or otherwise comply with a pre-treatment industrial agreement developed in accordance with Minnesota Pollution Control Agency ("MPCA") and City of St. Francis rules and regulations. The parties agree that as of the effective date of this Agreement there are no Significant Industrial Users within The Ponds Development Service Area. Purchaser will provide Seller with a copy of any significant industrial use agreements and associated data and will report any such new agreements to Seller. Seller reserves the right to refuse agreement for any Significant Industrial Users of more than 25,000 gallons per day average use or a user contributing above "normal domestic strength" wastewater.

The parties agree that this agreement shall apply to businesses and residences located within the current geographical limits of the City of Oak Grove. In the event Purchaser extends its geographical boundaries and wishes to provide sanitary sewer services to said area, Purchaser must first obtain the consent of the Seller to extend said services to said additional area. In considering such requests, Seller agrees that it will not unreasonably withhold its consent, providing that the WWTF and collection system is reasonably adequate to provide conveyance and treatment for the additional area.

F. There shall be no individual private septic systems located within The Ponds Development. All sewer wastewater services within The Ponds Development Area shall exclusively be provided under the terms and conditions of this contract.

3. Rates

A. Subject to paragraph C of Section 3, Seller hereby agrees to provide sewer waste water processing to Purchaser at the initial sewer and base rate equal to that sewer and base rate charged to the residents of the Seller plus any surcharge amounts as provided in Section 4. Subject to paragraph C of Section 3, it is mutually agreed that said initial rate shall be guaranteed for a period of one (1) year from the date Seller begins supplying sewer wastewater services to Purchaser.

B. Subject to paragraph C and D of Section 3 and Section 4, it is further agreed that sewer wastewater rates may be adjusted after the guaranteed period specified in paragraph A of Section 3, including the percentage rate charged to Purchaser in relation to the rate charged to residents of the Seller. These adjustments shall reflect the increased costs of Seller's sewer wastewater processing, including cost of power, wastewater treatment, wastewater treatment chemicals and other direct and indirect costs related to the processing of waste water. These adjustments shall further reflect overall increases in direct, indirect, administrative and other costs of wastewater processing, including, but not limited to: labor; supplies; construction; repair; improvement; fuel; power; transportation; employee benefits; contractual services; replacement; treatment plant construction and maintenance; and general administrative expenses.

C. It is understood between the parties that in order for Seller to treat the wastewater volume requested by Purchaser, and otherwise fulfill its obligations and responsibilities under the contract, it may be necessary for Seller to dedicate financial and/or capital improvements and/or modifications to its wastewater system. It is further mutually agreed, notwithstanding any contrary provision or provisions, that in the event that Seller makes the determination, in Seller's discretion, that the wastewater treatment provided to its consumers, including Purchaser, needs to be treated, or that the Seller's wastewater facilities need to be modified, changed or improved, Purchaser agrees to share all costs necessary to achieve those objectives proportionally, based on the percentage of Purchaser's consumption of said wastewater service in relation to Seller's other consumers.

D. Prior to introducing any wastewater services, Purchaser shall pay Seller the following:

(1) One Hundred Thousand dollars (\$100,000), which shall constitute The Ponds Development Area one time Connection charge to the St. Francis wastewater collection system.

In addition, the City of Oak Grove will collect and pay to the City of St. Francis a Sewer Access Charge of \$4,284 for each new connection to The Ponds Service Area. The charge amount is subject to change per the St. Francis Fee Schedule set annually and will reflect the same Sewer Access Charge that is charged in the City of St. Francis.

4. Sewer Wastewater System Facilities

A. Initial Construction: Purchaser will purchase, install and maintain at its own expense, all sanitary sewer system components plus all equipment necessary to connect Purchaser's sanitary sewer to Seller's wastewater collection system. Seller shall review and approve all construction plans for any portion of the system located within St. Francis city limits and shall approve the meter type and location for measuring flow from Purchaser into Seller's system. Seller shall have the right to calibrate the meter and review any calibration work completed by Purchaser.

B. The Purchaser shall be responsible for the operation, repair and maintenance of the sewer wastewater collection system and equipment within The Ponds Development Area, to the point of connection to the Seller's wastewater collection system. All such equipment and facilities shall conform to the applicable laws and regulations of the State of Minnesota and the United States, including the Minnesota Department of Health and Minnesota Pollution Control Agency. Purchaser shall also be responsible for all testing and all analytical work for the sewer wastewater collection system within The Ponds Development, as required by the Minnesota Department of Health or Minnesota Pollution Control Agency. Purchaser shall be responsible for any penalties or violation fees from the Minnesota Pollution Control Agency or other similar agency if such penalties or violation fees are due to Purchaser's action or inaction.

C. The Purchaser shall keep reliable records of sewer wastewater main construction and number of connections, and such records shall be subject to reasonable inspection by representatives of the Seller.

D. The expense of the connection point or points on the Seller's facilities shall be borne by Purchaser.

E. Discharge Limitations. Unless the parties agree in writing to different limitations, the amount of wastewater discharged from The Ponds Wastewater System into the Seller's WWTF shall be subject to the following limitations:

1. Monthly Flow Rate. The Ponds monthly average flowrate to the Seller's WWTF shall not exceed 35,000 gallons per day, unless suitable arrangements have been made by the Purchaser to purchase additional capacity in the WWTF.
2. New Connections Prohibited if Exceed Rate. Purchaser shall not allow any new connections to The Ponds Wastewater System if such connections are reasonably anticipated to cause the monthly flow rate limitations to be exceeded.
3. Purchase Additional Capacity. If Seller determines, in its reasonable discretion, that it has additional capacity in its WWTF it can make available to Purchaser, and if Purchaser determines it is desirable to secure additional capacity in the WWTF, the parties may amend this Agreement or enter into a separate agreement to allow additional flowage from Purchaser to the WWTF.

F) Exceed Domestic Strength Surcharge: If the wastewater from Oak Grove exceeds Domestic Strength Wastewater in at least three consecutive months for a Domestic Strength Monthly Surcharge shall be calculated as follows:

- a. \$0.30 per pound over average daily loading from Table 2-5 as prepared by Oak Grove and as follows in this agreement. Rates are subject to change per the St. Francis Fee Schedule set annually.

This table is taken from Page 23 of the Oak Grove The Ponds Facility Plan October 2018 written by MSA.

Table 2-5: Historic WWTF Flows and Loadings(1)

Average Daily Influent Flow, mgd	0.025
Max Month Influent Flow, mgd	0.033
Max Day Influent Flow, mgd	0.100
Average Daily BOD Loading, lbs/d	52.8
Max Month BOD Loading, lbs/d	110
Average Daily TSS Loading, lbs/d	41.4
Max Month TSS Loading, lbs/d	115
Average Daily TKN, lbs/d	8.3(2)
Average Daily Total P, lbs/d	1.5
Max Month Total P, lbs/d	4.0

(1) Based on WWTF data from 2013 through 2017.

(2) Based on assumed concentration and historic average flow

Normal domestic strength waste and flow shall be defined as having no fats, wax, grease or oils in excess of 25 mg/l; no strong acids; no radioactive waste; a pH level less than 9.5; a BODS concentration of not greater than 250 mg/l; a TSS concentration of not greater than 300 mg/l; a VOC not greater than 1.0 part per million; and/or a flow not greater than 35,000 gallons per day.

If the wastewater from Purchaser returns to Domestic Strength Wastewater for at least three consecutive months, the Domestic Strength Monthly Service Charge will be dropped until which time it is again exceeded for a 3 month period.

- (b) In addition to the Monthly Service Charge and the Domestic Strength Monthly, Surcharge, Purchaser shall pay **monthly surcharges of 2 cents per 1,000 gallons** for daily discharges of more than 35,000 gallons per day, or monthly discharges averaging more than 25,000 gallons per day.

5. Meter Reading and Billing

A. Monthly readings of the master drinking water meter shall be made by the Seller on the last working day of each month. Billings by the Seller shall be mailed to the Purchaser on or before the tenth (10th) day of the following month and payment on such bills shall be made by the Purchaser to the Seller on or before the twentieth (20th) day of that month at the address provided in Section 10.

B. Purchaser agrees to provide, install, and maintain accurate sewerage metering devices at agreed upon locations with the St. Francis City Engineer and in a manner which will insure the volume of all sewage flowing from Purchaser to the Seller is measured at the point where its sewage leaves the Purchaser's sewer system and at the point where it connects to the Seller's wastewater collection system. The measuring devices shall be equipped with an automatic flow measuring and recording device. In addition, Purchaser shall install auto sampling devices which shall be capable of sampling according to set time intervals, time impulse, and/or proportionate to flow, or suitable equipment as approved by the Seller.

1. Records. Purchaser shall create and retain records regarding the flow from the Purchaser and the Seller shall be allowed access to such records at all reasonable times.
2. Calibration. Purchaser shall provide for at least biannual inspection and calibration of its metering device to verify the flow rate. A copy of the calibration and inspection records shall be provided to St. Francis promptly after completion.

C. Testing and Sampling. Purchaser shall, at its own expense, perform monthly CBOD, TSS, phosphorus and ammonia testing and sampling of the wastewater in The Ponds Wastewater System as well as such other tests as may be required in the future by any State or Federal rules or regulations. All samplings shall be performed using customarily accepted methods and in accordance with any applicable federal or state rules and regulations. Both parties will cooperate in performing such additional tests and sampling as may be required by law and will cooperate in investigations as needed for illicit discharges. All tests required by this Agreement shall be performed at a state approved and certified laboratory and shall be 24-hour composites. St. Francis shall have the right at all reasonable times to inspect, examine, sample, and test The Ponds Wastewater System and its wastewater. Seller shall have the right to require Purchaser to do fat, oil and grease and PH grab samples.

D. Infiltration and Inflow: Purchaser will cooperate with Seller and all applicable agencies to eliminate infiltration and inflow into its system.

Purchaser shall not allow any use from inside or outside its corporate limits to discharge sewage into its sewer system without the prior written approval of Seller.

6. Liability of Seller

The Seller shall not be liable for reasonable interruption in service, or for failure to deliver sewer wastewater processing resulting from the failure of capacity, inability to secure necessary processing materials, breakdown or damage to processing, pumping, transmission, storage or collection facilities, work stoppage or other conditions beyond the control of the Seller.

7. Indemnification

The Purchaser agrees to indemnify and hold the Seller harmless from any and all claims or demands for damages arising out of or which may result from the sewer wastewater system supplied pursuant to this contract, from the use, installation, maintenance, modification and repair of its facilities and from any and all claims arising from the interruption of service, sewer back-ups, or termination of service.

8. Termination and Default

Either party shall have the right to terminate the water service provided to the Purchaser by the Seller in the event that the other party fails to comply with any of the terms and conditions of this contract upon one hundred eighty (180) days written notice, such written notice to be provided in accordance with Section 10. In the event the Purchaser fails to pay charges lawfully due to the Seller under the terms of this contract, this shall constitute default of the contract by the Purchaser and the Seller shall have the right to terminate sewer wastewater service. However, such service may be terminated only after reasonable notice to the Purchaser, and the Purchaser shall have a reasonable opportunity after such notice to correct and cure any condition which is cited by the Seller as a cause for termination of sewer wastewater service.

9. Enforcement and Attorneys' Fees

In the event that either party to this contract shall bring a claim to enforce any rights hereunder, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees incurred as a result of such claim.

10. Notices

All notices hereunder must be in writing and shall be deemed validly given if delivered personally or if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Seller:

City of St. Francis
Attn: Public Works Director
4058 St. Francis Blvd. NW
St. Francis, MN 55070

If to Purchaser: City of Oak Grove
Attn: City Administrator
19900 Nightingale Street NW
Oak Grove, MN 55011

11. Authority

Each of the individuals executing this contract on behalf of the Seller or the Purchaser represents to the other party that such individual is authorized to do so.

12. Binding Effect.

This contract shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

13. Complete Contract; Amendments.

This contract constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this contract must be in writing and executed by both parties.

14. Governing Law.

This contract shall be construed in accordance with the laws of the State of Minnesota.

15. Severability.

If any term of this contract is found to be void or invalid, such invalidity shall not affect the remaining terms of this contract, which shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

SELLER:

CITY OF ST. FRANCIS

By: _____
Steven Feldman, Mayor

By: _____
Barbara I. Held, City Clerk/Treasurer

PURCHASER:

CITY OF OAK GROVE

By: _____

By: _____

STATE OF MINNESOTA)
_____)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Steven Feldman and Barbara I. Held, the Mayor and City Clerk/Treasurer, respectively, of the City of St. Francis, on behalf of the City.

Notary Public

STATE OF _____)
_____)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ the _____, of the City of Oak Grove, on behalf of said City.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION FOR _____:

153506_1

1/3/19 DRAFT DO NOT COPY