

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
DECEMBER 4, 2017
ISD #15 CENTRAL SERVICE CENTER
4115 Ambassador Blvd NW
6:00 pm

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF AGENDA
4. **CONSENT AGENDA** - *All matters listed within the Consent Agenda are considered to be 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 – November 20, 2017
 - B. MDH SHIP Program - Subcontract Agreement between Anoka County and City of St. Francis
 - C. 2018 License Renewals – Resolution 2017-42
 - D. Payment of Claims
5. MEETING OPEN TO THE PUBLIC **Maximum time of five minutes per person***
6. SPECIAL BUSINESS
7. PUBLIC HEARINGS
 - A. Presentation on 2018 Proposed Budget - Public Input
 1. Certifying Taxes Payable in 2018 – Resolution 2017-43
 2. Adopting a Budget for 2018 – Resolution 2017-44
8. OLD BUSINESS
9. NEW BUSINESS
 - A. Ordinance 235, Second Series – Amending Section 2-9-1 “Fee Schedule” (2nd Reading)
 - B. Summary Publication of Ordinance 235, Second Series Resolution 2017-45
 - C. Authorization to Purchase 2018 Squad Car
 - D. Cost of Living Adjustment (COLA) for Non-Union City Employees for 2018 Res 2017-46
 - E. Verizon Wireless – Conditional Use Permit/Interim Use Permit – Resolution 2017-47
 - F. Ordinance 236, Second Series – Amending Regulation of Peddlers, Solicitors and Transient merchants (1st Reading)
 - G. Rum River Bluffs 2nd Addition – Acceptance of City Infrastructure
 - H. Smith Lake Wildlife Estates 1st & 2nd Addn – Acceptance of Improvements
 - I. North Metro Regional Street Maintenance Consortium – Resolution 2017-48
 - J. Cancelling Second Meeting in December – Resolution 2017-49
10. MEETING OPEN TO THE PUBLIC **Maximum time of five minutes per person***
11. REPORTS
 - A. Attorney’s Report-
 1. Closed meeting to Discuss Union Negotiation Strategy Pursuant to Minn. State Statute 13D.03
 2. Consideration of 2018-2019 Tentative Agreement between the City and police officer bargaining unit. Resolution 2017-50
 - B. Councilmember Reports -
 - C. Upcoming Events –
 - Dec 7: Santa on the Fire Truck-Various Neighborhoods 5:30 pm
 - Dec 14: Take your picture with Santa @ Police Dept. 5:30-7:30 pm
 - Dec 20: Planning Comm. Meeting @ ISD #15 Central Services Center 7:00 pm
 - Dec 25: City Offices Closed for Christmas Holiday
 - Jan 1: City Offices Closed for New Year’s Day Holiday
 - Jan 2(Tues) City Council Meeting @ ISD #15 Central Services Center 6:00 pm
12. ADJOURNMENT

MEMO

TO: Mayor & City Council

FROM: Joe Kohlmann, City Administrator

RE: Agenda Memorandum – December 4th, 2017 Council Meeting

Agenda Items:

4. **CONSENT AGENDA:**

- a. City Council Minutes – November 20th, 2017
- b. MDH Ship Program - Subcontract with Anoka County to gain access to \$10,000 in grant funds to promote health and wellness in the community.
- c. 2018 License Renewals – Liquor, Wine/Beer, Tobacco, Amusement, Refuse and towing licenses.
- d. Payment of Claims –

6. **Special Business:**

- A. None –

7. **PUBLIC HEARINGS**

- A. 2018 Budget Presentation – Receive Public Input
 - 1) **Resolution 2017-43** Certifying Taxes Payable in 2018
 - 2) **Resolution 2017-44** Adopting Budget for 2018

8. **OLD BUSINESS**

- A. None –

9. **NEW BUSINESS**

- A. Ordinance 235, Second Series – Amending the Fee Schedule (2nd reading).
- B. Authorizing Summary Publication of Ordinance 235 – **Resolution 2017-45**
- C. Authorization to Purchase 2018 Squad Car- This is a scheduled replacement of two vehicles in the 2018 Capital Equipment Plan that was adopted by the City Council. There is **\$65,000** allocated in the Capital Equipment Plan for the purchase of these two squad cars. The remaining balance stays in the Capital Equipment Fund to cover future purchases and any unanticipated overages.
- D. COLA – Non-union Employees – Non-union employees COLA adjustment 3%.
- E. Verizon Wireless CUP / IUP – Applicant is proposing a 100 ft. tall telecom tower located at unaddressed SW of Hill and Dale Drive & Veriolite St. NW. The Planning Commission unanimously recommended the approval with conditions.
Motion (approval): “I move we approve the requested conditional and interim use permits based on the findings of fact in the staff report, the Planning Commission’s input and recommendation, and subject to the

conditions listed on pages 14 through 16 as may have been amended here tonight.”

Motion (denial): I move that we deny the requested conditional and interim use permits based on the following findings of fact...(insert your findings to support denial)”.

- F. Ordinance 236, Second Series – Amending regulation of Peddlers, Solicitors and Transient Merchants (1st Reading). Using best practices to regulate the noted businesses to protect residents and clarifying City Code.
- G. Rum River Bluffs Second Addition- Acceptance of City Infrastructure in the development and begin the one year warranty period. **Motion to accept the improvements.**
- H. Smith Lake Wildlife Estates- Acceptance of City Infrastructure improvements in the development. **Motion to accept the improvements.**
- I. North Metro Regional Street Maintenance Consortium – Consider authorizing the Mayor and City Administrator to enter into the JPA for bulk purchasing of sealcoating and other street maintenance materials. **Motion to approve Resolution 2017-48 Authorizing entry into a joint powers agreement.**
- J. Canceling the December 18th Regular City Council Meeting- No significant City Business has been identified for this meeting. The City could cancel the meeting due to the proximity of the holidays. **Motion to Approve Resolution 2017-49 Canceling the December 18th City Council Meeting.**

11. Reports:

12. Adjournment

CITY OF ST. FRANCIS
ST. FRANCIS MN
ANOKA COUNTY

CITY COUNCIL MINUTES
NOVEMBER 20, 2017

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

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

2. **ROLL CALL**

Members present: Mayor Steve Feldman, Councilmembers 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, Police Chief Todd Schwieger, Assistant Fire Chief Joe Lawrence, Public Works Director Paul Teicher, Liquor Store Manager John Schmidt, Finance Director Darcy Mulvihill and City Clerk Barb Held.

3. **APPROVAL OF AGENDA**

MOTION BY TVEIT SECOND BAUER APPROVING THE AGENDA AS AMENDED.
Motion carried 5-0.

4. **CONSENT AGENDA**

Bauer asked to pull 4H. from the consent agenda.

MOTION BY SKORDAHL SECOND MUEHLBAUER TO APPROVE THE CONSENT AGENDA AS FOLLOWS A-G AND I-K:

- A. City Council Minutes – November 6, 2017
- B. Hire Dolores (Lori) Streich as an Accounting Technician/Deputy Clerk
- C. Hire Emily Becker as an Assistant Community Development Director
- D. Acknowledge the receipt of the Exempt Permit for the St. Francis Youth Hockey Association for January 1, 2018 at the Community Center
- E. St. Francis Public Works Building Lease with ISD #15
- F. Authorizing Mail Balloting for Precinct 3 – Resolution 2017-39
- G. Establishing Precincts and Polling Locations for the City of St. Francis – Res 2017-40
- H. ~~Construction and General Laborers Local 363 Agreement – Resolution 2017-41~~
- I. Acknowledge the receipt of a \$500 donation to the fire department from Kwik Trip
- J. Renew Subscription for "PATROL On-Line" Training Course offered through the League of MN Cities
- K. Payment of Claims \$376,288.65 (ACH 213E-214E \$120,486.69 Check #'s 73278 \$40.00 and 73373-73431 \$255,801.96)

Motion carried 5-0.

4H. **Construction and General Laborers Local 363 Agreement – Resolution 2017-41**

Bauer said he asked to remove this from the consent agenda to let public know these union members are getting 3% for three years. Want to inform the

public it's not a percentage increase that most residents see from their employers.

Muehlbauer felt 3% is standard in his field, but I can see where Bauer is coming from.

Skordahl said this was for the Public Works employees union, feels it is fair.

Feldman said you do have to pay to keep/retain good quality people, no problem with this at this time.

Bauer again stated to the council, the resident's increases were not more than 2.5%.

MOTION BY MUEHLBAUER SECOND SKORDAHL. 4-1. Bauer voting nay.

5. **MEETING OPEN TO THE PUBLIC**

None

6. **SPECIAL BUSINESS**

None

7. **PUBLIC HEARING**

None

8. **OLD BUSINESS**

A. **Assessing Contract**

This is a continued item from the last two council meetings. Proposals received from Erik Skogquist, SAMA and Mary Wells, CMA and Anoka County Property Records and Taxation/Assessing Department.

Skordahl asked is the cost we see is annual cost, Kohlmann said yes.

Alex Guggenberger, Anoka County Assessor said all their contracts are five years; statutorily you need to visit each parcel every five years. Keeps staff level consistent too.

Feldman asked if there is an out clause with the county. Guggenberger said yes. Thank you for allowing us to speak on the contract. Guggenberger stated we have made changes to the agreements in the last year. Currently we have 3 senior appraisers and 10 other appraisers.

Skordahl said if we go the other route for three years but decide to go back to you (Anoka County) how does work if not all our parcels not reviewed.

Guggenberger stated if it were just three years and not all assessed we would work it out.

Feldman asked about an out clause, so we need to give you a two year out clause. Do you see a problem with working together? Guggenberger said no.

Feldman said to Erik Skogquist now that you just took over Ham Lake, do you have a one-year contract with them. No, it is a five-year contract, said Skogquist. Feldman said do you think you are spreading yourself too thin. We have to look at the city with a broader picture. Because you are not tried and tested with taking on another larger city.

Skogquist explained how he expects to handle the cities he assesses for around here and in southern MN. I too do not want to be spread too thin and could hire another assessor or contract out some of our southern cities. Don't really like too short of an opt out clause.

Feldman said the first contract you sent us was more than Anoka County. Skogquist said he sent an old contract.

Discussion from the council was on the annual cost and the out clause. Skordahl said this discussion does not reflect our service from the county, solely cost driven.

Bauer said I am torn but leaning to give a small business a chance to prove themselves. Questioned the out clause.

Muehlbauer agrees with Skordahl and Bauer with the smaller business, give them an opportunity. Save about \$23,000 in three years.

Feldman said to Skogquist, we do not want you to fail. We are not trying to set you up for failure. In three years, I want to say we made the right decision. Feldman said this is a tough decision.

Tveit said I agree with the rest of the council. I like the cost savings. At the end of three years and if we get bad feedback we can then go somewhere else. This is not our only option.

Bauer said I would like to see us lock in this rate for five years.

Feldman said this is no reflection on either of the contracts but more comfortable with three years.

MOTION BY TVEIT SECOND MUEHLBAUER TO ENTER AN ASSESSING CONTRACT WITH PROPOSAL FOR A THREE YEAR CONTRACT AND A ONE YEAR OUT CLAUSE WITH ERIK A. SKOGQUIST, SAMA AND MARY WELLS, CMA. Motion carried 5-0.

Feldman thanked both parties for their submittals.

9. **NEW BUSINESS**

A. Ordinance 235, Second Series – Amending Section 2-9-1 “Fee Schedule” (1st Reading)

The majority of the changes to the fee schedule come from the Community Development Department; administrative penalties, animal license, division and use of property and building department permits. This is an annual review.

Skordahl asked if all the cities call this a fee schedule. Not a problem with the increase fees. City attorney said yes, cities do call it a fee schedule.

MOTION BY BAUER SECOND MUEHLBAUR TO APPROVE THE FIRST READING OF ORDINANCE 235, SECOND SERIES AMENDING SECTION 2-9-1 “FEE SCHEDULE”.

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

Nays: None

Motion carried 5-0.

B. Fire Fighter Policy Manual Revisions

In August, the fire department began reviewing the policy manual for firefighters. Several updates needed to reflect how the department is currently operating but also changes made to this edition of the policy manual to increase accountability and efficiency within the department. Once approved all members of the department will receive a copy with an effective date of January 1, 2018. Some of the changes are; grammatical, titles of the officers, pay raises for different levels, COLA increases and with these changes, we are within budget.

Bauer questioned the number of officers versus the number of fire fighters. Assistant Fire Chief Joe Lawrence said you might not always get all the officers at a call. However, with the authorization to hire up to eight fire fighters the number of officers would be good. Bauer asked about 20% across the board for responses. Lawrence explained how the quota would work. We are trying to make it easier to figure it out. We can review this too. Bauer said I like the compensation part for fire fighters that have been there longer with higher pay.

Bauer asked Liquor Store Manager John Schmidt if all of the part time employees get an annual cost of living too. Bauer said I would like to see a cost of living increase for all the part time employees. Schmidt said there were a couple years they were not included with a cost of living increase.

Tveit said as a practical matter it is tough to tell the non-union employees after the unions have negotiated that they are not getting with what the union employees receive.

Skordahl thanked the fire department leadership in letting the fire fighters know what is expected of them.

Muehlbauer said so before their pay was \$12.00 across the board. Lawrence yes it did not matter how many years of service you had with the department.

Tveit is okay with the pay increase.

Feldman said I like the new leadership and cleaning up the policies. Fine with cost of living. With the different types of officers, this would give the fire fighters incentive to apply for the officer position.

MOTION BY BAUER SECOND FELDMAN APPROVING THE UPDATE TO THE FIRE DEPARTMENT POLICY AND PROCEDURE MANUAL. Motion carried 5-0.

10. **MEETING OPEN TO THE PUBLIC**

None.

11. **REPORTS**

A. Public Works Department Report:

Public Works Director presented his monthly reports.

Like to report on the testing and the good results, we are receiving. More tours of fourth grade classes. We were just giving tours at the water treatment plant but now taking them to the wastewater treatment plant too.

Tveit asked how the intern worked out. Teicher said the one-week intern turned out well. Asked good questions and I think he gained some good experience.

Bauer thinks our wastewater treatment facility is looking pretty good, like the numbers.

Skordahl said the only question I have is where could we find when, where and how the gravel roads are being maintained. Could we get a report on that? Teicher said this report is not specific with the roads, just hours spent maintaining them but we are starting to track when and what roads are graded and when Class 5 is applied. Feldman said maybe this is something we could put on the website.

B. Councilmember Reports-

Skordahl did not have anything to report.

Bauer said the St. Francis Polling locations would change in 2018. This building will be the polling spot.

Muehlbauer wish everyone a "Happy Thanksgiving". Tree lighting next Wednesday in Woodbury Park.

Tveit no new changes at the URRWMO meetings. Sorry was not at last meeting, was at the doctor. Just recently paid the URRWMO invoice. Have a good, happy and safe Thanksgiving.

Feldman said the website went live on November 16, work in progress, good new fresh look. Let us know what you think. Good information out on the site. Feldman said we have been lucky with the snowfall so far this year. Getting dark early so be safe. Working with MnDOT on HWY 47 and Pederson Drive area. Please read the newsletter you will be getting soon in the mail and will be on line.

- C. Upcoming Events - Nov 29: Tree Lighting in Woodbury Park 6:30-8 pm
Dec 4: City Council Meeting 6 pm
Dec 6: Santa on the Fire Truck at County Market 5:30 pm
Dec 7: Santa on the Fire Truck-Various Neighborhoods 5:30 pm
Dec 14: Take your picture with Santa @ Police Dept. 5:30-7:30 pm

12. **ADJOURNMENT**

There being no further business, Mayor Feldman adjourned the regular city council at 7:08 pm.

Barbara I. Held, City Clerk



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

TO: Joe Kohlmann, City Administrator
FROM: Paul Teicher, Public Works Director
SUBJECT: **Agreement with Anoka County Community Health and
Environmental Services Department (SHIP Program)**
DATE: 12-04-2017

OVERVIEW: By entering into this agreement with Anoka County Community Health and Environmental Services Department, the City will gain access to grant dollars made available by the Minnesota Department of Health, Statewide Health Improvement Program (SHIP Program). To be eligible for these grant dollars, projects **MUST** focus on active living. Active living brings physical activity into our daily routines. Our immediate focus would be to help make it easier for residents to safely get to parks by bicycling and walking with way-finding signs and maps. This would include web based way-finding maps with distance calculators so users can quickly account for their activity. Promotional materials, benches and bike racks along trails. This agreement will also give us access to professional grant writers who can help to acquire larger grants to aid in construction of missing portions of trail in the overall system.

ACTION TO BE CONSIDERED: Council may consider Authorizing Mayor to sign Subcontract Agreement with Anoka County Community Health and Environmental Services Department.

BUDGET IMPLICATION: Up to \$10,000.00 of SHIP Grant Funds would be made available to the City to be used for Active Living Strategies that promote health and wellness in the community.

Attachments:

- Agreement information



Anoka County
HUMAN SERVICES DIVISION
Community Social Services and Behavioral Health

October 25, 2017

City of St. Francis
Attn: Paul Teicher
23340 Cree Street NW
St. Francis, MN 55070

Dear Mr. Teicher:

Enclosed is your 2017/2018 contract with Anoka County. Please review the contract and complete the signature portion. Once completed, please email or mail the contract as well as the required information listed below to:

Angie.Rodine@co.anoka.mn.us

or

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

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

CERTIFICATE OF LIABILITY INSURANCE - Required

Certificate must be Current and include the following coverage (refer to Attachment B):

1. *General Liability (\$1,500,000)*
2. *Workers' Compensation Coverage – as required by statute.*

Certificate must list Anoka County as additional insured under Commercial General Liability (see Attachment B, 1.2). Additional Insured Endorsement Form must be included with Certificate, with no contract numbers referenced.

Waiver of Subrogation Endorsement Form must be included with Certificate for the Commercial General Liability and Workers' Compensation policies.

Certificate must state that the following will be provided:

30 days' written notice to Anoka County prior to cancellation of any insurance (see Attachment B).
If Certificate states in "Accordance with Policy Provisions", **we need these provisions provided as well.**

Certificate Holder must be identified as:

Anoka County
2100 Third Avenue
Anoka, MN 55303

CONTRACTOR INFORMATION SHEET - Required

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

I will forward a copy of the contract to you after the appropriate County representatives have reviewed and signed it. If you have questions regarding the contract, please call your Contract Manager, Laurie Brovold, at 763-324-4202.

Sincerely,

Angie Rodine
Administrative Secretary, Planning and Operations Support Services



ANOKA COUNTY HUMAN SERVICES
CONTRACTOR INFORMATION SHEET

St. Francis, City of
Contract #: C0006159

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

Angie Rodine
Anoka County Human Services
2100 Third Ave. Suite 500
Anoka, MN 55303

LEGAL NAME FOR CONTRACTOR: St. Francis, City of

(Legal name and name on Certificate of Insurance must be exactly the same in order for county signatures to be obtained on the contract).

Doing Business As: St. Francis, City of

Business /Corporate Address: 23340 Cree Street NW

St. Francis MN 55070

National Provider Identification (NPI) #: _____

Federal Tax Identification #: _____

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

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

Name:	Phone:	FAX:	Email:
Paul Teicher	763-235-2304		pteicher@stfrancismn.org

Signature (Required): _____

Date: _____

Insurance Agency: _____

Name of insurance agent: _____

Telephone number of insurance agent: _____

Person Completing This Form

Name: _____

Title: _____

Phone: _____

FAX: _____

E-Mail: _____

**STATEWIDE HEALTH IMPROVEMENT PROGRAM
SUBCONTRACT AGREEMENT**

**between
ANOKA COUNTY
AND
THE CITY OF ST. FRANCIS**

THIS AGREEMENT is entered into between **Anoka County through its Community Health & Environmental Services Department (Department)**, 2100 Third Avenue, Anoka, MN 55303-5041, and **The City of St. Francis**, 23340 Cree Street NW, St. Francis, MN 55070.

RECITALS:

- (1) As Grantee, Anoka County has accepted grant funds from, and entered into a Grant Agreement with, the Minnesota Department of Health based on Grantee's Work Plan.
- (2) Anoka County included grant activities associated with **Active Living** strategies in the community setting.
- (3) The City of St. Francis represents that it is qualified and willing to furnish these services.
- (4) Anoka County wishes to enter into an agreement with the City of St. Francis for these services.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this agreement, Anoka County and the City of St. Francis agree as follows:

1. TERM

- 1.1 This Agreement begins on November 1, 2017 or upon final signatures by all parties, whichever is later, and ends on October 31, 2018, unless earlier terminated as provided in Section 10. TERMINATION.

2. SERVICES

- 2.1 The City of St. Francis agrees to provide **Active Living Strategy** services described in Attachment D according to the schedule set forth therein, unless otherwise modified and approved by Anoka County.
 - 2.1.1 The City will have dedicated staff who will work with the Department.
- 2.2 Activities may be guided by input from the Community Leadership Team.
- 2.3 The City acknowledges that Anoka County is subject to the terms of the Minnesota Department of Health Statewide Health Improvement Program (SHIP) Grant Project Agreement, which terms relate to the activities that are funded by this agreement.
 - 2.3.1 The City agrees to assist Anoka County with any documentation and reporting necessary to comply with the terms in the SHIP Grant Project Agreement.
 - 2.3.2 The City agrees to comply with applicable terms in the SHIP Grant Project Agreement.

- 2.4 The City agrees to grant Anoka County and the State of Minnesota the right to make, have made, reproduce, modify, distribute, perform or otherwise use the materials (as described in the SHIP Grant Project Agreement and Master Grant Contract for Community Health Boards) that are conceived or created by the City under this Agreement.

3. FUNDING

- 3.1 The maximum funding available for the Active Living Strategy services provided by the City under this Agreement for grant activities associated with implementing active living policy, system and/or environmental changes is **\$10,000**.

- 3.2 The cost of this Agreement for the Active Living is based upon a budget submitted by the City and approved by the Department. The City will submit a budget for the period November 1, 2017 through October 31, 2018.

3.2.1 The City agrees to request the Department's written approval for any budget change, including any change in budget line items in excess of 10%, submitted by The City to the Department.

3.2.2 No more than 10% of the budget can be used for indirect costs. Indirect costs are costs of doing business that cannot be directly attributed to the specific grant activity or budget line item. These costs are often allocated across an entire agency and may include: executive or supervisory salaries and fringe, rent, office equipment, office supplies, copier lease, postage and telephone expenses. The City will submit a list of expenses that will be included as part of their indirect costs and must be approved by the Department.

- 3.3 The City will submit monthly invoices to the Department based on actual expenses for services provided during that calendar month.

3.3.1 Program invoices will be submitted monthly no later than the 30th day of the following month the services were provided.

3.3.2 The City will use program invoices in a format approved by the Department.

- 3.4 Within 30 days after receiving a properly completed invoice, Anoka County will pay the City in the manner provided by law for paying claims against Anoka County.

3.4.1 If Anoka County receives an improperly completed invoice, Anoka County will notify the City within 5 days and the City will submit a corrected invoice promptly.

- 3.5 The City will submit the invoices to Anoka County Community Health & Environmental Services Department, 2100 Third Avenue, STE 600, Anoka, MN 55303-5041.

3.5.1 Anoka County may withhold reimbursement until the City submits all necessary or requested reports to Anoka County.

- 3.6 Anoka County may modify amounts under this agreement based upon actual expenditures and subject to the review and recommendations by the Department.

- 3.7 The City will repay Anoka County within 30 days for any funds not expended on permitted activities under this Agreement.

3.7.1 The City and Anoka County will agree on repayment arrangements that are reasonable.

3.7.2 Any costs submitted in the City's documentation that are not for permitted activities under this Agreement cannot be honored by Anoka County as an acceptable funding expenditure.

- 3.8 The City acknowledges that if any project funds remain as of October 31, 2018, there will be no carry-over of funds.

- 3.9 The City must use funds received to develop new programs, expand current programs or replace discontinued funds previously used to reduce the percentage of Minnesotans who are obese or overweight or who use tobacco. Funds must not be used to supplant current state, federal or local funding.

4. STANDARDS AND ASSURANCES

- 4.1 The City agrees to the provisions set forth in Attachment A – the Community Health Standards Assurances and Certifications and Attachment C – Limited English Proficiency Language Access Requirements.

4.1.1 References to Contractor in Attachments A, B and C are understood to be references to references to the City.

5. AUDIT AND RECORDS RETENTION

- 5.1 The City agrees that its records, documents, accounting procedures and practices, and other papers relevant to this agreement are subject to examination, duplication, transcription, and audit by Anoka County, Legislative or State Auditor under Minn. Stat. § 16B.06, subd. 4.

- 5.2 The City agrees to maintain required records for at least 6 years after it receives final payment or this Agreement terminates, whichever is later.

6. INDEMNIFICATION

- 6.1 The City agrees to hold harmless, indemnify, and defend Anoka County, its commissioners, officers, agents, and employees against any and all claims, expenses, (including attorney's fees), losses, damages, or lawsuits for damages, arising from or related to performing or failing to perform activities under this agreement, including but not limited to the negligence of the City.

- 6.2 Section 6. INDEMNIFICATION provisions do not independently create liability as to any third party.

6.2.1 These provisions are intended to protect Anoka County from any liability related to activities performed by the City under this Agreement.

- 6.3 Nothing in this Agreement waives any limitation on liability provided by Minn. Stat. Chap. 466 or Minn. Stat. §§ 3.732 et seq. or any other applicable law.

7. INSURANCE

7.1 The City agrees that, at all times during this Agreement in order to protect itself as well as Anoka County under Section 6. INDEMNIFICATION, it will have and keep in force the insurance, and will comply with the terms and conditions, specified in Attachment B.

7.1.1 Anoka County may withhold payment until the City supplies the certificate(s) required in Attachment B.

7.1.2 The City shall provide Anoka County with renewal certificate(s) at least 30 days before coverage expires.

8. SUBCONTRACTING AND ASSIGNMENTS

8.1 The City cannot subcontract unless Anoka County gives written approval.

8.1.1 Any City subcontractor is subject to, and must meet, all agreement requirements.

8.1.2 Anoka County may give its approval subject to any conditions that it deems necessary.

8.2 The City is responsible for all its subcontractors' performance.

8.3 The City cannot assign any interest in this agreement without Anoka County's written approval.

9. MODIFICATIONS

9.1 To alter, modify, or amend this agreement, the parties must agree in writing signed by their authorized representative(s).

9.1.1 An interpretation that is not viewed as material by the parties does not require signatures.

9.2 Anoka County contract manager must give prior written approval for any modification to this Agreement that would modify either the Work Plan or budget.

10. TERMINATION

10.1 This Agreement will terminate upon at least 30 days written notice specifying the termination date, given by either party, with or without cause.

10.2 If the Minnesota Department of Health terminates funding used for this Agreement, Anoka County may terminate this Agreement immediately upon written notice delivered to the City.

10.3 Anoka County may terminate this Agreement immediately upon written notice delivered to the City for a material breach.

10.3.1 A violation of any pertinent statute, ordinance, rule, or regulation by the City constitutes a material breach.

10.3.2 Failure by the City (including any employee or agent) to abide by any term, condition, or requirement in this Agreement constitutes a material breach if not corrected by the City upon receiving notice of deficiency and request for compliance from Anoka County.

10.3.3 If the City materially breaches this Agreement, Anoka County may recover from the City any damages sustained by Anoka County that directly or consequently arise from the City's breach.

10.4 Indemnity, Audit and other affirmative obligations, such as records retention and data practices provisions, survive this Agreement's termination.

11. NOTICE

11.1 Notice is to be given in writing, directed to the City or to the Community Health & Environmental Services Director, at the address stated above, and either sent by mail or delivered in person.

11.2 When notice is served by mail, it is deemed received 3 days after mailing.

12. DEFAULT AND REMEDY

12.1 Failure of the City (including the failure of any employee or agent of the City) to abide by any of the terms, conditions, or requirements expressed in this Agreement shall constitute a default if not properly corrected by the City upon receipt of a notice of deficiency and a request for compliance from the County. In the event of a default by the City, the County may cancel this Agreement by sending a written notice of cancellation to the City at the address stated above, may withhold payment under this Contract and may recover from the City any damages sustained by the County which may directly or consequently arise out of the breach of this Agreement by the City.

13. COUNTERPARTS

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

14. ENTIRE AGREEMENT

14.1 The parties' entire agreement is contained in this document.

14.2 This Agreement supersedes all oral agreements and negotiations by the parties relating to its subject matter.

14.3 All items referred to in this agreement are incorporated or attached and deemed to be part of the agreement.

The City of St. Francis having signed this agreement, and the proper County officials having signed this agreement, the parties agree to be bound by its provisions.

ANOKA COUNTY

City of St. Francis

By: _____
Jonelle Hubbard, Director
Community Health
& Environmental Services

By: _____

Print Name: _____

Title: _____

Dated: _____

Dated: _____

ATTACHMENT A

COMMUNITY HEALTH STANDARD ASSURANCES AND CERTIFICATIONS

I. NON-DISCRIMINATION

- A. Anoka County is an Affirmative Action/Equal Opportunity Employer. In accordance with Anoka County policies and applicable federal and state laws against discrimination, Contractor will not illegally exclude any person from full employment rights or participation in any program, service or activity or deny the benefits of, or otherwise subject any person to discrimination under, any program, service or activity.
- B. While performing the Contract, Contractor will not illegally discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, marital status, public assistance status, disability, sexual orientation, gender identity or age.
- C. Contractor will comply with any applicable federal or state law regarding non-discrimination, including the following laws that may be applicable: The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e, et seq., which prohibits discrimination in employment because of race, color, religion, sex, or national origin; Executive Order 11246, as amended, which prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex sexual orientation, gender identity or national origin, and supplemented with regulations at 41 C.F.R. pt. 60; The Rehabilitation Act of 1973, as amended 29 U.S.C. § 701, et seq., and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act, which prohibits discrimination against qualified handicapped persons in the access to or participation in federally funded services or employment; The Age Discrimination in Employment Act of 1967, as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age; The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206, which provides that an employer may not discriminate based on sex by paying employees of different sexes differently for the same work; Minn. Stat. Chap. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, public assistance status, familial status, membership or activity in a local commission, disability, sexual orientation, or age; Minn. Stat. § 181.59, which prohibits discrimination against any person by reason of race, color, or creed in any state or political subdivision contract for materials, supplies or construction; and The Americans with Disabilities Act of 1990, which generally prohibits discrimination based on disability.
- D. If the Contract is for more than \$100,000.00 and Contractor has employed more than 40 full-time employees during the previous twelve months, Contractor **certifies** by signing the Contract that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minn. Stat. § 363A.36.
- E. No funds received under the Contract will be used to provide religious or sectarian training or services.

II. DATA PRACTICES

- A. Data collected, created, received, maintained, disseminated, or used for any purpose while Contractor is providing services under the Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, and rules adopted to implement the Act as well as other state and federal laws on data privacy.
- B. Contractor agrees to comply with the statutes and rules currently in effect and as amended; pursuant to Minn. Stat. § 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained or disseminated by Contractor in performing the duties under this contract are subject to the requirements of Minnesota Statutes Chapter 13; all remedies set forth in Minn. Stat. § 13.08 may apply to Contractor.
- C. Unless otherwise stated in the contract, the person identified by the Contract to receive notice is designated the responsible authority for data under Minn. Stat. § 13.46, subd. 10(a)(4).
- D. Contractor is not required under the Contract to provide public data to the public if that same data is available from Anoka County.

III. RECORDS AUDIT/RETENTION

- A. Contractor agrees that its bonds, records, documents, accounting procedures and practices, and other papers relevant to the Contract are subject to examination, duplication, transcription, and audit by Anoka County, Minnesota Department of Human Services [DHS], Minnesota Department of Health [MDH], Legislative or State Auditor under Minn. Stat. § 16C.05, subd. 5, and U.S. Department of Health and Human Services; these documents are subject to review by the U.S. Comptroller General, or a duly authorized representative, if federal funds are used for work under the Contract.
- B. Contractor agrees to maintain these documents for a minimum of 6 years from the last date services were provided or payment made, or longer if an audit in progress requires a longer retention period.
- C. Contractor agrees to comply with applicable MDH policies regarding social services recording and monitoring procedures as defined and described in the MDH rules and manuals.

IV. WORKER HEALTH, SAFETY, AND TRAINING

- A. Contractor is solely responsible for the health and safety of its employees and agents while they are performing work under the Contract and will ensure that personnel are properly trained and supervised and, when applicable, licensed or certified appropriate to the tasks engaged in under the Contract.
- B. Contractor will comply with the "Occupational Safety and Health Act" and the "Employee Right to Know Act," Minn. Stat. §§ 182.65 et seq., where applicable.

V. FAIR HEARING / GRIEVANCE PROCEDURE

Contractor will assist the County in complying with Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters and will have a grievance procedure for individuals receiving services under the Contract.

VI. MANDATORY REPORTING

Contractor will comply with Minn. Stat. § 626.556, Reporting of Maltreatment of Minors, and Minn. Stat. §§ 626.557 et seq., Reporting of Maltreatment of Vulnerable Adults, and any rules promulgated to implement the statutes.

VII. MDH THIRD-PARTY BENEFICIARY

- A. Contractor agrees that MDH, as well as Anoka County, has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages or specific performance of all or any part of the Contract between Anoka County and Contractor.
- B. Contractor specifically acknowledges that Anoka County and MDH are entitled to, and may recover from Contractor, reasonable attorneys' fees and costs and disbursements associated with an action taken under this provision that is successfully maintained.
- C. These provisions will not be construed to limit the rights of any party to the Contract or any other third-party beneficiary, nor will it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.
- D. Subcontracts will have the same or similar language acknowledging that MDH is a third party beneficiary.

VIII. SERVICE PERFORMANCE

- A. Contractor will provide Purchased Services in the amount, frequency, and duration specified in an individual service plan and will direct services toward achieving specified goals and objectives.

- B. Contractor agrees to comply with applicable federal and state laws, rules and regulations, as well as local ordinances that are in effect while providing Purchased Services.
- C. Except as otherwise specified in the Contract, Contractor will maintain control with respect to the methods, times, means and personnel used in providing Purchased Services.

IX. FINAL PAYMENT

- A. Under Minn. Stat. § 270C.66, final payment may be withheld until Contractor furnishes Anoka County with proof that all outstanding withholding taxes, penalties and interest are paid.
- B. Anoka County may require proof in the form of a certificate issued by the Commissioner of Revenue.

X. INDEPENDENT CONTRACTOR

- A. Contractor is, and will remain, an independent contractor with respect to all services performed under the Contract.
- B. Nothing in the Contract creates or establishes a co-partner relationship between Anoka County and Contractor or makes Contractor an agent, representative, or employee of Anoka County for any purpose.
- C. No benefits available to Anoka County employees will accrue to Contractor or Contractor's employees or agents performing services under the Contract.

XI. MINNESOTA LAW

- A. Minnesota laws govern all questions related to the Contract.
- B. The parties will venue any proceedings related to the Contract in the Anoka County District Court, State of Minnesota.

XII. SUBCONTRACTORS

- A. Under Minn. Stat. § 471.425, Contractor must pay any subcontractor for undisputed services provided by the subcontractor within 10 days after Contractor receives payment for services.
- B. Contractor agrees to pay interest as provided in Minn. Stat. § 471.425 on any undisputed amount not paid on time.

XIII. EXCLUDED MEDICAL ASSISTANCE PROVIDERS

By signing the Contract, Contractor certifies that it is not an excluded vendor under § 2005(a)(9) of Title XX of the Social Security Act.

XIV. PREVAILING WAGE

Contractor will assure that any worker hired to provide services funded under the Contract who falls within a job classification established and published by the Minnesota Department of Labor & Industry will be paid, at a minimum, the prevailing wage rate as certified by that Department.

XV. SINGLE AUDIT ACT

If applicable, CONTRACTOR will comply with the Single Audit Act of 1984 (Public Law 98-502) as amended (31 U.S.C. chap 75) and OMB Circular A-128 (or A-133 or A-110 as applicable).

XVI. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY

Federal regulation (45 C.F.R. § 92.35) prohibits Anoka County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Also Minn. Stat. § 16C.03 provides the Minnesota Commissioner of Administration with the authority to debar and suspend vendors. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process that they have abused the public trust in a serious manner.

By signing this Contract, Contractor **certifies** that it and its principals* and employees:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with the federal, state or local governmental department or agency; and
- b. Have not within a 3 year period preceding this contract:
 1. been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 2. violated any federal or state antitrust statutes; or
 3. committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 1. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 2. violating any federal or state antitrust statutes; or
 3. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above.

XVII. CERTIFICATION REGARDING LOBBYING

If applicable, Contractor shall ensure that funds are not used for lobbying, which is defined as attempting to influence legislators or other public officials on behalf of or against proposed legislation. Providing education about the importance of policies as a public health strategy is allowed with SHIP funds. Education includes providing facts, assessment data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community. Lobbying restrictions do not apply to internal or non-public policies.

By signing this Contract, Contractor **certifies** that it and its principals* and employees shall immediately give written notice to Anoka County should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local) transaction or contract; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

*For purposes of these certifications, "principals" means: officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

ATTACHMENT B

INSURANCE REQUIREMENTS

1. INSURANCE

- 1.1. Contractor will procure and maintain for the duration of this Agreement (hereinafter referred to as the "Contract"), insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work herein by the contractor, its agents, representatives, employees or subcontractors.
- 1.2. **Commercial General Liability.** Contractor will maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined limit of not less than \$1,500,000 each occurrence.
 - 1.2.1. CGL Insurance will be written on ISO occurrence form CG 00 01 96 (or a substitute form providing equivalent coverage), and will cover liability arising from premises, operations, independent Contractor, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.
 - 1.2.2. **Anoka County**, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insured under the Commercial General Liability, using ISO additional insured endorsement CG 20 26 or substitute providing equivalent coverage, and under the commercial umbrella, if any with respect to liability arising out of the contractor's work and services performed for the County. This coverage shall be primary to the Additional Insured.
 - 1.2.3. The County's insurance will be excess of the Contractor's insurance and will not contribute to it. The Contractor's coverage will contain no special limitations on the scope of protection afforded to the County, its agents, officers, directors, and employees.
 - 1.2.4. **Waiver of Subrogation.** Contractor waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability or commercial umbrella liability insurance obtained by Contractor pursuant to Paragraph 1.1. Contractor will obtain an endorsement to affect this waiver.
- 1.3. **Workers' Compensation Insurance.** Contractor will maintain Workers' Compensation Insurance as required by the State of Minnesota and Employers Liability Insurance with limits not less than \$100,000 Bodily Injury By Accident for each accident, not less than \$100,000 Bodily Injury By Disease for each employee and not less than \$500,000 Bodily Injury By Disease policy limit.
 - 1.3.1. If Contractor is not required by Statute to carry Workers' Compensation insurance, Contractor must provide a letter on their letterhead which includes:
 - 1.3.1.1. Evidence why the Contractor is not required to obtain Workers' Compensation Insurance.
 - 1.3.1.2. A statement in writing which agrees to provide notice to Anoka County of any change in Contractor's exception status under the Minnesota State Statutes 176.041; and
 - 1.3.1.3. A statement which agrees to hold Anoka County harmless and indemnify the County from and against any and all claims and losses brought by Contractor or any subcontractor or other persons claiming injury or illness resulting from performance of work this contract.
 - 1.3.2. **Waiver of Subrogation.** Contractor waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor. Contractor will obtain an endorsement to affect this waiver.
- 1.4. **Other Insurance Provisions**
 - 1.4.1. Prior to the start of this Contract, Contractor will furnish Anoka County with a certificate of insurance and copies of the endorsements, executed by a duly authorized representative of each insurer, showing compliance

with the insurance requirements set forth above. Failure of Anoka County to demand such certificate or other evidence of full compliance with the insurance requirements or failure of Anoka County to identify deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to provide the required certificates of insurance and endorsements constitutes a breach of this contract.

- 1.4.2. Cancellation and Material Change Endorsement shall be included on all insurance policies required by the County. Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to the County at the office and attention of the Certificate Holder. This endorsement supersedes the Standard Cancellation Statement on Certifications of Insurance to which this endorsement is attached.
- 1.4.3. **No Representation of Coverage Adequacy.** By requiring insurance herein, Anoka County does not represent that coverage and limits will necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Anoka County in this Contract.
- 1.4.4. **Cross-Liability coverage.** If Contractor's liability does not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Revised 9/11/17

ATTACHMENT C

Limited English Proficiency Language Access Requirements

Entities that receive any Federal financial assistance from the U.S. Department of Health and Human Services [HHS], directly or indirectly, through a grant, contract or subcontract are covered by the policy guidance related to limited English proficiency issued by the Office of Civil Rights [OCR] pursuant to Title VI of the Civil Rights Act of 1964, Title VI regulations prohibiting discrimination based on national origin, and Executive Order 13166 of August 11, 2000 Improving Access to Services for Persons With Limited English Proficiency. All components of a recipient's operations are covered by Title VI obligations, not just the part of the recipient's program that uses the Federal financial assistance.

Those contractors, subcontractors, grantees, transferees, assignees, licensees, and any other public or private individuals or organizations that operate, provide or engage in health or social services programs and activities for Anoka County Human Services and indirectly receive federal HHS funding to administer their programs and activities, must comply with Title VI language access requirements and provide language assistance services to all applicants and clients with limited English proficiency free of charge and in a timely manner during all hours of operation.

Individuals with limited English proficiency need meaningful access to programs and services. Effective communication is required to have meaningful access. A provider can ensure effective communication by developing and implementing its Limited English Proficiency [LEP] plan. (Note: When an individual with limited English proficiency also has limited understanding or cannot read, access may be complicated by factors not covered by Title VI because those factors are not directly related to national origin or language.)

In developing its LEP plan, a provider needs to include oral language assistance options. An LEP plan also should include policies and procedures that:

1. identify and assess language needs for the provider's applicants and clients with limited English proficiency;
2. provide notice to individuals with limited English proficiency about the right to language assistance free of charge and in a timely manner during all hours of operation;
3. require regular staff training;
4. provide for monitoring of the LEP plan; and
5. in certain circumstances, provide for the translation of written materials.

Providers, especially smaller providers, have considerable flexibility in designing their own LEP plans. Factors that influence the types of language assistance that a provider should have in place include:

1. the size of the eligible non-English or limited English speaking population it serves;
2. the size of the provider;
3. the nature of the programs and services and their objectives;
4. the language assistance resources available in the affected service delivery areas;
5. the frequency with which particular languages are encountered; and
6. the frequency with which persons with limited English proficiency come into contact with the programs and services offered.

At a minimum, all persons with limited English proficiency who seek services from service providers must be given oral language assistance, including an interpreter, free of charge, whether in-person or by telephone. The burden of providing the interpreter must never be on the person with limited English proficiency.

When a significant number or percentage of population eligible to be served needs services or information in a language other than English to communicate effectively, a provider needs to develop and implement an LEP plan to provide written materials in languages other than English. If the number or percentage of the population eligible to be served, or likely to be directly affected by the program, is not significant, the provider may not need to translate written materials. But the provider still would have to provide oral interpretation of the written documents or an equally effective alternative to ensure meaningful access.

The LEP plan should be developed by a provider after assessing the language needs of the limited English populations in its service delivery area. LEP plans have different levels of complexity and substance depending upon the needs of persons with limited English proficiency who are eligible for services. The objective is to provide meaningful access to services.

A provider can identify the non-English languages likely to be encountered and estimate the number of limited English proficiency persons eligible for services or likely to be directly affected by its program by:

- reviewing census data, client utilization data, and data from school systems and community agencies;
- identifying language needs of each limited English proficiency client and recording this information;
- identifying points of contact in its program where language assistance is likely to be needed;
- identifying the resources that will be needed to provide effective language assistance;
- identifying the location and availability of these resources; and
- identifying the arrangements that must be made to access these resources in a timely fashion.

A provider needs procedures in its LEP plan for obtaining and providing trained and competent interpreters and other oral language assistance services in a timely manner. This may involve hiring bilingual staff who are trained and competent in the skill of interpreting; hiring staff interpreters who are trained and competent in the skill of interpreting; contracting with an outside interpreter service for trained and competent interpreters; arranging formally for the services of voluntary community interpreters who are trained and competent in the skill of interpreting; or contracting for the use of a telephone language interpreter service.

A provider also needs to develop, and provide training on, procedures for timely and effective telephone communication between staff and limited English proficiency persons.

A provider should use language identification cards that would allow limited English proficiency clients or applicants to identify their language needs to staff. To be effective, the I speak cards must invite a limited English proficiency person to identify the language he or she speaks.

A provider should consider posting and maintaining signs in regularly encountered languages other than English in waiting rooms, reception areas and other initial points of entry to inform individuals about the right to free language assistance services and to invite individuals to identify themselves as persons needing such services.

A provider should consider including statements about the services available and the right to free language assistance services, in appropriate non-English languages, in brochures, booklets, outreach and recruitment information and other materials that are routinely disseminated to the public.

Compliance with the Title VI language assistance obligation is most likely when a provider continuously monitors its program, makes modifications where necessary, and periodically trains its employees in implementing the policies and procedures. Effective training ensures employees: know about the provider's LEP plan and its policies and procedures; are trained to work effectively with in-person and telephone interpreters; and understand the dynamics of interpretation between clients, providers and interpreters.

Small providers have considerable flexibility in determining precisely how to fulfill their obligations to ensure meaningful access for persons with limited English proficiency. The key is to ensure that relevant circumstances about the limited English proficiency individual's situation can be effectively communicated to the provider and that the individual is able to understand the services and benefits available and to receive those services and benefits for which he or she is eligible in a timely manner.

[Additional information available at U.S. Department of Health and Human Services Office of Civil Rights Policy Guidance, 65 Fed. Reg. 56762 and Limited English Proficiency (LEP) A Federal Interagency Website www.LEP.gov.]

ATTACHMENT D

Active Living:

Active living integrates physical activity into daily routines such as walking or bicycling for recreation, occupation, or transportation. Active Living policies and practices in community design, land use, site planning, and facility access have proven effective to increase levels of physical activity. SHIP activities include:

City comprehensive plans that include active living as an important component of local governments' overall infrastructure, land use, zoning and transportation planning.

Active living assessment that includes a baseline assessment of active living opportunities in the community. Assessment activities could include review of current city comprehensive plan and relevant city policies, identifying gaps in access or service. It could also include assessments focused on a specific activity, such as how bicycle friendly a community is.

Master plans and feasibility studies that provide a framework to increase access to safe walking and bicycling options.

Community engagement is public participation that involves groups of people in problem-solving and decision making process. The engagement should emphasize participation from target populations, such as seniors, diverse groups and low income populations. Examples of community engagement includes: community meetings, key informant interviews, focus groups and walkability and bikeability workshops.

Deliverables: City of St. Francis will

- Have dedicated staff to champion and coordinate SHIP grant activities.
- Within the action plan(s) create an organizational plan that includes community engagement, communication and goals to achieve desired outcomes within the areas of PSE changes.
- Assist in developing a budget
- Conduct community engagement related to healthy communities
- Facilitate bicycle friendly communities' assessments, identification of activities to increase walkability and/or bikeability for residents and safe routes to parks, development of action plans, which will include steps for implementation, evaluation and maintenance of Policy, Systems, and Environmental (PSE) change
- Work with Anoka County SHIP staff and/or Coordinator to
 - Identify activities to increase walkability and bikeability/Safe Routes to a minimum of three parks
 - Receive required financial approval as necessary
 - Facilitate and assist with Anoka County SHIP reporting and evaluation



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

TO: Joe Kohlmann, City Administrator
FROM: Barb Held, City Clerk
SUBJECT: 2018 License Renewals
DATE: December 4, 2017

OVERVIEW:

Mailed in October, were renewal applications and supporting documents to local businesses. The City Council receives a resolution listing all the license renewals for the next year. Payments and the required insurance were submitted with their application(s).

ACTION TO BE CONSIDERED:

Adopt the attached Resolution 2017-42 listing the 2018 License Renewals.

BUDGET IMPLICATION:

The City does budget potential revenue of the licenses, however they can fluctuate from year to year slightly.

Attachments:

- Resolution 2017-42

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

RESOLUTION 2017-42

**A RESOLUTION ADOPTING THE
LICENSE RENEWALS FOR 2018**

(See Attached Exhibit A)

The motion for the adoption of the foregoing resolution was made by Councilmember _____ and was duly seconded by Councilmember _____ and upon vote being taken thereon, the following voted in favor:

and the following voted against the same:
and the following were absent: none.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 4th
DAY OF DECEMBER, 2017.

APPROVED:

Steven D. Feldman
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk

Exhibit A
LICENSE RENEWALS FOR 2018

<u>LIQUOR LICENSES:</u>	<u>REGULAR</u>	<u>SUNDAY</u>
(1) Beef O'Bradys	\$ 4,000.00	\$ 200.00
(2) Patriot Lanes	4,000.00	200.00
(3) Rum River Inn	4,000.00	200.00
(4) St. Francis American Legion	4,000.00	200.00
(5) The Ponds Golf Course	4,000.00	200.00

<u>WINE/BEER LICENSES:</u>	
(1) Mansetti's	\$400.00
(2) Tasty Pizza	\$400.00

<u>TOBACCO LICENSES:</u>	
(1) Casey's General Store	\$150.00
(2) Dollar General	150.00
(3) King's County Market	150.00
(4) St. Francis Bottle Shop	150.00
(5) Super America	150.00

<u>AMUSEMENT MACHINES</u>	<u># OF MACHINES</u>	<u>TOTAL</u>
(1) Beef O'Bradys	5	\$ 90.00
(2) Mansetti's Pizza & Pasta	3	60.00
(3) Patriot Lanes and Lounge	7	120.00
(4) Rum River Inn	2	45.00
(5) St. Francis American Legion	1	30.00
(6) Tasty Pizza	5	90.00

<u>REFUSE HAULERS:</u>	<u># OF TRUCKS</u>	
(1) Ace Solid Waste/Waste Connections	5	\$500.00
(2) Republic/Allied Waste Services	4	400.00
(3) East Central Sanitation/Waste Management	4	400.00
(4) LePage & Sons	3	350.00

<u>TOWING LICENSE:</u>	
(1) PTL Tire & Auto DBA Ark Towing & Recovery	\$150.00



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

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Bill List to be considered by Council
DATE: 11/30/2017

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$145,065.74 plus any additional bills that are handed out on Monday night. Also to be approved is one manual check of \$46.00

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:

- 12-04-2017 Packet List
- 12-04-2017 Other Checks

Checks cut since last Council Meeting

Disbursements via Debits to Checking Account

P:\awork\2017\Other\Bill List\ACH Files approved by Council-2017.xlsx



11/30/2017 11:25 am

PAYMENT BATCH AP 12/04/17

ALEX AIR APPARATUS INC.

11/22/2017	34693	E 101-42210-218	Equipment Repair & Maintenance	COMPRESSOR SERVICE	785.00
					<u>\$785.00</u>

ALLIED BLACKTOP COMPANY

11/10/2017	1266	E 603-49490-403	Street Sweeping	FALL STREET SWEEPING	5,754.75
					<u>\$5,754.75</u>

ARTISAN BEER COMPANY

11/15/2017	3222147	E 609-49751-252	Beer For Resale	BEER	96.00
					<u>\$96.00</u>

ASPEN MILLS

11/16/2017	207059	E 101-42210-437	Uniform Allowance	UNIFORMS-WENTWORTH	111.30
11/16/2017	207060	E 101-42210-437	Uniform Allowance	UNIFORMS-GOERS	117.75
11/16/2017	207061	E 101-42210-437	Uniform Allowance	UNIFORMS-HUGHES	111.30
11/16/2017	207062	E 101-42110-448	Reserve Officers	EMBROIDERY-PETERSON	14.85
					<u>\$355.20</u>

BAUER BUILT INC.

10/18/2017	940047393	E 101-42110-221	Vehicle Repair & Maintenance	TIRES	730.74
					<u>\$730.74</u>

BERNICK COMPANIES, THE

11/03/2017	390647	E 609-49751-254	Miscellaneous Merchandise	MISC	14.00
11/03/2017	390648	E 609-49751-252	Beer For Resale	BEER	208.00
11/10/2017	391847	E 609-49751-254	Miscellaneous Merchandise	MISC	20.00
11/10/2017	391848	E 609-49751-252	Beer For Resale	BEER	114.00
11/17/2017	393244	E 609-49751-252	Beer For Resale	BEER	268.00
					<u>\$624.00</u>

BREAKTHRU BEVERAGE

10/09/2017	2080185513	E 609-49751-251	Liquor For Resale	LIQUOR	(112.50)
11/09/2017	1080716299	E 609-49751-206	Freight and Fuel Charges	FREIGHT	13.34
11/09/2017	1080716299	E 609-49751-251	Liquor For Resale	LIQUOR	182.00
11/09/2017	1080716299	E 609-49751-253	Wine For Resale	WINE	276.65
11/09/2017	1080716299	E 609-49751-254	Miscellaneous Merchandise	MISC	28.59
11/16/2017	1080719695	E 609-49751-206	Freight and Fuel Charges	FREIGHT	49.09
11/16/2017	1080719695	E 609-49751-251	Liquor For Resale	LIQUOR	3,533.97
					<u>\$3,971.14</u>

BROTHERS FIRE PROTECTION CO

11/09/2017	105439	E 101-42110-401	Repairs/Maint Buildings	PANEL SERVICE	89.00
11/09/2017	105439	E 101-43100-401	Repairs/Maint Buildings	PANEL SERVICE	89.00
11/09/2017	105439	E 101-45200-401	Repairs/Maint Buildings	PANEL SERVICE	89.00
11/09/2017	105439	E 601-49440-401	Repairs/Maint Buildings	PANEL SERVICE	89.00
11/09/2017	105439	E 602-49490-401	Repairs/Maint Buildings	PANEL SERVICE	89.00
					<u>\$445.00</u>

CAPITOL BEVERAGE SALES, L.P

11/27/2017	2032983	E 609-49751-252	Beer For Resale	BEER	243.00
					<u>\$243.00</u>

CDW GOVERNMENT, INC.

11/15/2017	KVF1938	E 402-41400-560	C-O-L Furniture & Fixtures	HP LASERJET	190.05
					<u>\$190.05</u>

CENTERPOINT ENERGY

11/15/2017	.11170	E 101-41940-383	Gas Utilities	CITY HALL #1	30.09
11/15/2017	.11170	E 101-41940-383	Gas Utilities	CITY HALL #3	28.78
11/15/2017	.11170	E 101-41940-383	Gas Utilities	CITY HALL #4	27.32
11/15/2017	.11170	E 101-41940-383	Gas Utilities	CITY HALL #2	44.50
11/15/2017	.11170	E 101-42110-383	Gas Utilities	POLICE/PW	554.02
11/15/2017	.11170	E 101-42210-383	Gas Utilities	FIRE GENERATOR	21.69
11/15/2017	.11170	E 101-42210-383	Gas Utilities	FIRE	724.81
11/15/2017	.11170	E 101-43100-383	Gas Utilities	POLICE/PW	138.50
11/15/2017	.11170	E 101-45200-383	Gas Utilities	POLICE/PW	138.50
11/15/2017	.11170	E 101-45200-383	Gas Utilities	WARMING HOUSE	142.65
11/15/2017	.11170	E 601-49440-383	Gas Utilities	POLICE/PW	138.50
11/15/2017	.11170	E 601-49440-383	Gas Utilities	WATER PLANT	750.86
11/15/2017	.11170	E 601-49440-383	Gas Utilities	PUBLIC WORKS (4020 ST FRAN	57.16
11/15/2017	.11170	E 602-49490-383	Gas Utilities	LIFT (23699 AMBASSADOR)	21.55
11/15/2017	.11170	E 602-49490-383	Gas Utilities	WWTP	1,022.03
11/15/2017	.11170	E 602-49490-383	Gas Utilities	POLICE/PW	138.51
11/15/2017	.11170	E 602-49490-383	Gas Utilities	WWTP	23.77
11/15/2017	.11170	E 602-49490-383	Gas Utilities	PUBLIC WORKS (4020 ST FRAN	57.16
11/15/2017	.11170	E 609-49750-383	Gas Utilities	LIQUOR	144.26
					\$4,204.66

CITY EMPLOYEES UNION, LOCAL #3

11/22/2017	.1117	G 101-21707	Union Dues	UNION DUES	306.80
					\$306.80

COLONIAL INSURANCE

11/25/2017	7129661-1205020	G 101-21712	Colonial Insurance	DECEMBER INSURANCE	328.72
					\$328.72

CONNEXUS ENERGY

11/21/2017	.1117	E 101-41910-441	Miscellaneous	3757 BRIDGE ST	14.46
11/21/2017	.1117	E 101-41940-381	Electric Utilities	SIGN	76.53
11/21/2017	.1117	E 101-41940-381	Electric Utilities	CITY HALL	303.84
11/21/2017	.1117	E 101-42110-381	Electric Utilities	POLICE/PW	899.57
11/21/2017	.1117	E 101-42110-381	Electric Utilities	SIREN	5.00
11/21/2017	.1117	E 101-42110-381	Electric Utilities	SIREN	5.00
11/21/2017	.1117	E 101-42210-381	Electric Utilities	FIRE	464.92
11/21/2017	.1117	E 101-43100-381	Electric Utilities	POLICE/PW	224.89
11/21/2017	.1117	E 101-43100-386	Street Lighting	STREET LIGHTS	2,579.04
11/21/2017	.1117	E 101-45200-381	Electric Utilities	POLICE/PW	224.89
11/21/2017	.1117	E 101-45200-381	Electric Utilities	PARKS	241.54
11/21/2017	.1117	E 601-49440-380	Electric-System	WATER	4,208.62
11/21/2017	.1117	E 601-49440-381	Electric Utilities	POLICE/PW	224.89
11/21/2017	.1117	E 602-49490-381	Electric Utilities	WWTP	6,881.17
11/21/2017	.1117	E 602-49490-381	Electric Utilities	LIFT STATIONS	862.60
11/21/2017	.1117	E 602-49490-381	Electric Utilities	POLICE/PW	224.89
11/21/2017	.1117	E 609-49750-381	Electric Utilities	LIQUOR STORE	890.84
					\$18,332.69

CRYSTAL SPRINGS ICE

11/07/2017	003.B006347	E 609-49751-254	Miscellaneous Merchandise	MISC	36.48
11/21/2017	003.B006433	E 609-49751-254	Miscellaneous Merchandise	MISC	47.88
					\$84.36

CUTTER SALES, INC.

11/07/2017	120182	E 602-49490-229	Project Repair & Maintenance	SEALED BALL	135.31
					\$135.31

DAHLHEIMER DIST. CO. INC.

10/05/2017	16780	E 609-49751-251	Liquor For Resale	CREDIT	(7.20)
10/17/2017	161610	E 609-49751-251	Liquor For Resale	CREDIT	(68.60)
11/08/2017	162602	E 609-49751-252	Beer For Resale	BEER	11,078.25
11/08/2017	162602	E 609-49751-254	Miscellaneous Merchandise	MISC	264.00
11/08/2017	162602	E 609-49751-255	N/A Products	NA	26.05
11/15/2017	1315222	E 609-49751-252	Beer For Resale	BEER	5,379.25
11/15/2017	1315222	E 609-49751-254	Miscellaneous Merchandise	MISC	42.00
11/17/2017	163689	E 609-49751-252	Beer For Resale	BEER	58.00

11/22/2017	163832	E 609-49751-252	Beer For Resale	BEER	12,708.95
11/22/2017	163832	E 609-49751-254	Miscellaneous Merchandise	MISC	84.00
					<u>\$29,564.70</u>
DELL MARKETING L.P.					
11/19/2017	10203427842	E 402-42110-570	C-O-L Office Equip & Misc.	PD COMPUTER	575.00
11/19/2017	10203447338	E 402-42110-570	C-O-L Office Equip & Misc.	PD COMPUTER	575.00
					<u>\$1,150.00</u>
DELTA DENTAL					
11/15/2017	7100928	G 101-21711	Dental Insurance	DEC PREMIUM	1,159.80
					<u>\$1,159.80</u>
DOTY, MELISSA					
		G 601-22200	Deferred Revenues	REFUND ACCT #4856	70.00
					<u>\$70.00</u>
DUNLAP, MARK					
		G 601-22200	Deferred Revenues	REFUND ACCT #1900	273.31
					<u>\$273.31</u>
ELITE SANITATION					
11/15/2017	24487	E 101-45200-402	Janitorial Service	TOILET RENTAL	678.00
					<u>\$678.00</u>
EMERGENCY MEDICAL PRODUCTS					
11/17/2017	1948380	E 101-42210-237	Small Equipment	FINGER PULSE OXIMETER	106.90
					<u>\$106.90</u>
FLAHERTYS HAPPY TYME CO					
11/16/2017	.1117	E 609-49751-254	Miscellaneous Merchandise	MISC	114.00
					<u>\$114.00</u>
FREEDOM SERVICES, INC-MA					
		E 101-41540-301	Auditing and Acct g Services	DOCUMENT AMENDMENT	125.00
					<u>\$125.00</u>
G&K SERVICES, INC					
11/14/2017	6043119083	E 609-49750-219	Rug Maintenance	RUG MAINT	11.23
11/14/2017	6043119084	E 101-42110-402	Janitorial Service	RUG MAINT	23.04
11/14/2017	6043119085	E 602-49490-417	Uniform Clothing & PPE	UNIFORM MAINT	9.31
11/21/2017	6043124848	E 101-42110-402	Janitorial Service	RUG MAINT	48.08
11/21/2017	6043124849	E 602-49490-417	Uniform Clothing & PPE	UNIFORM MAINT	9.31
					<u>\$100.97</u>
GRANITE CITY JOBBING CO.					
11/07/2017	69037	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
11/07/2017	69037	E 609-49751-254	Miscellaneous Merchandise	MISC	42.94
11/07/2017	69037	E 609-49751-256	Tobacco Products For Resale	TOBACCO	2,067.83
11/13/2017	69601	E 609-49751-256	Tobacco Products For Resale	TOBACCO	(82.54)
11/14/2017	69900	E 609-49750-210	Operating Supplies	OP SUPPLIES	123.72
11/14/2017	69900	E 609-49751-206	Freight and Fuel Charges	FUEL	4.25
11/14/2017	69900	E 609-49751-254	Miscellaneous Merchandise	MISC	4.80
11/14/2017	69900	E 609-49751-256	Tobacco Products For Resale	TOBACCO	165.08
					<u>\$2,330.33</u>
GREAT LAKES COCA-COLA					
11/10/2017	3643204486	E 609-49751-254	Miscellaneous Merchandise	MISC	406.23
					<u>\$406.23</u>
HENJUM, ASHLEY					
		G 601-22200	Deferred Revenues	REUND ACCT #1014	86.44
					<u>\$86.44</u>
INNOVATIVE OFFICE SOLUTIONS, L					
11/14/2017	IN1824876	E 101-42110-200	Office Supplies	OFFICE SUPPLIES	119.75
11/14/2017	IN1826050	E 101-41400-200	Office Supplies	OFFICE SUPPLIES	44.89
11/16/2017	IN1829253	E 101-41400-200	Office Supplies	OFFICE SUPPLIES	187.07

					\$351.71
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ISD #15					
11/15/2017	3420	E 101-42110-221	Vehicle Repair & Maintenance	DODGE CHARGER	113.87
					\$113.87

JABAS, MELISSA					
		G 601-22200	Deferred Revenues	REFUND ACCT #5134	115.25
					\$115.25

JJ TAYLOR DISTRIBUTING					
11/08/2017	2764784	E 609-49751-206	Freight and Fuel Charges	FUEL	3.00
11/08/2017	2764784	E 609-49751-252	Beer For Resale	BEER	1,756.60
11/15/2017	2775244	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
11/15/2017	2775244	E 609-49751-252	Beer For Resale	BEER	508.40
11/21/2017	2775285	E 609-49751-206	Freight and Fuel Charges	FUEL	3.00
11/21/2017	2775285	E 609-49751-252	Beer For Resale	BEER	782.95
					\$3,056.95

JOHNSON BROS WHLSE LIQUOR					
11/08/2017	5865665	E 609-49751-206	Freight and Fuel Charges	FREIGHT	47.10
11/08/2017	5865665	E 609-49751-251	Liquor For Resale	LIQUOR	3,389.94
11/08/2017	5865666	E 609-49751-206	Freight and Fuel Charges	FREIGHT	47.10
11/08/2017	5865666	E 609-49751-253	Wine For Resale	WINE	1,281.65
11/10/2017	652184	E 609-49751-253	Wine For Resale	WINE	(129.25)
11/10/2017	652185	E 609-49751-253	Wine For Resale	WINE	(47.00)
11/10/2017	652186	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.57)
11/10/2017	652186	E 609-49751-253	Wine For Resale	WINE	(48.15)
11/15/2017	5871159	E 609-49751-206	Freight and Fuel Charges	FREIGHT	105.19
11/15/2017	5871159	E 609-49751-251	Liquor For Resale	LIQUOR	5,021.75
11/15/2017	5871160	E 609-49751-206	Freight and Fuel Charges	FREIGHT	32.97
11/15/2017	5871160	E 609-49751-253	Wine For Resale	WINE	1,558.75
11/15/2017	5871161	E 609-49751-253	Wine For Resale	WINE	109.95
					\$11,368.43

KIMS KLEANING					
11/28/2017	4805	E 101-41940-402	Janitorial Service	CLEAN-CITY HALL	120.00
11/28/2017	4806	E 101-45200-402	Janitorial Service	CLEAN-CC	80.00
11/28/2017	4807	E 101-43100-402	Janitorial Service	CLEAN-PW	181.25
11/28/2017	4807	E 101-45200-402	Janitorial Service	CLEAN-PW	181.25
11/28/2017	4807	E 601-49440-402	Janitorial Service	CLEAN-PW	181.25
11/28/2017	4807	E 602-49490-402	Janitorial Service	CLEAN-PW	181.25
11/28/2017	4808	E 601-49440-402	Janitorial Service	CLEAN-WATER PLANT	160.00
11/28/2017	4809	E 101-42110-402	Janitorial Service	CLEAN-POLICE	900.00
11/28/2017	4814	E 602-49490-402	Janitorial Service	CLEAN-WWTP	55.00
					\$2,040.00

LARSON PLUMBING					
		R 101-32212	Plumbing	REFUND ON PERMIT #17-363	20.00
					\$20.00

LAW ENFORCEMENT LABOR SVCS.					
11/22/2017	.1117	G 101-21707	Union Dues	POLICE UNION DUES	392.00
					\$392.00

LONEY, FELICIA & NICOLAS					
		G 601-22200	Deferred Revenues	REFUND ACCT #3889	262.50
					\$262.50

MCALISTER, KARA					
		G 601-22200	Deferred Revenues	REFUND ACCT #3856	6.17
					\$6.17

MCCOY, JOE					
		G 601-22200	Deferred Revenues	REFUND ACCT #1205	28.13
					\$28.13

MCDONALD DIST CO.					
11/09/2017	424246	E 609-49751-252	Beer For Resale	BEER	9,976.10

11/09/2017	424246	E 609-49751-254	Miscellaneous Merchandise	MISC	36.00
11/09/2017	424246	E 609-49751-255	N/A Products	NA	80.50
11/16/2017	110-0119	E 609-49751-252	Beer For Resale	BEER	(4.40)
11/16/2017	425209	E 609-49751-252	Beer For Resale	BEER	6,500.80
11/22/2017	426185	E 609-49751-252	Beer For Resale	BEER	5,716.65
					\$22,305.65

MINUTEMAN PRESS

11/28/2017	977592	E 101-41110-344	Newsletter	NEWSLETTER	125.60
11/28/2017	977592	E 101-41400-441	Miscellaneous	NEWSLETTER	125.60
11/28/2017	977592	E 101-42110-441	Miscellaneous	NEWSLETTER	125.60
11/28/2017	977592	E 101-42210-441	Miscellaneous	NEWSLETTER	125.60
11/28/2017	977592	E 101-42400-352	General Notices and Pub Info	NEWSLETTER	125.60
11/28/2017	977592	E 101-43100-441	Miscellaneous	NEWSLETTER	125.60
11/28/2017	977592	E 101-43210-439	Recycling Days	NEWSLETTER	266.49
11/28/2017	977592	E 101-45200-441	Miscellaneous	NEWSLETTER	125.61
11/28/2017	977592	E 601-49440-441	Miscellaneous	NEWSLETTER	125.60
11/28/2017	977592	E 602-49490-441	Miscellaneous	NEWSLETTER	125.60
11/28/2017	977592	E 609-49750-441	Miscellaneous	NEWSLETTER	125.60
					\$1,522.50

MN DEPT OF HEALTH

E 601-49440-313	Sample Testing	WATER TEST FEE	2,627.00
			\$2,627.00

MN NCPERS LIFE INSURANCE

11/22/2017	73341217	G 101-21713	MN Life	DEC PREMIUM	32.00
					\$32.00

NORTH VALLEY

G 601-22000	Deposits	REFUND DEPOSIT	850.00
			\$850.00

PACE ANALYTICAL SERVICES

11/10/2017	171287855	E 602-49490-313	Sample Testing	SAMPLE TESTING	133.00
11/10/2017	171287859	E 601-49440-313	Sample Testing	SAMPLE TESTING	82.50
11/10/2017	171287878	E 602-49490-313	Sample Testing	SAMPLE TESTING	82.50
11/14/2017	171287999	E 602-49490-313	Sample Testing	SAMPLE TESTING	90.00
11/16/2017	171288127	E 602-49490-313	Sample Testing	SAMPLE TESTING	163.00
					\$551.00

PAUSTIS WINE COMPANY

11/13/2017	8610601-IN	E 609-49751-206	Freight and Fuel Charges	FUEL	10.00
11/13/2017	8610601-IN	E 609-49751-253	Wine For Resale	WINE	839.00
					\$849.00

PHILLIPS WINE & SPIRITS CO.

11/08/2017	2260089	E 609-49751-206	Freight and Fuel Charges	FREIGHT	28.26
11/08/2017	2260089	E 609-49751-251	Liquor For Resale	LIQUOR	1,476.15
11/08/2017	2260090	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.57
11/08/2017	2260090	E 609-49751-253	Wine For Resale	WINE	82.75
11/15/2017	2263828	E 609-49751-206	Freight and Fuel Charges	FREIGHT	50.24
11/15/2017	2263828	E 609-49751-251	Liquor For Resale	LIQUOR	2,413.44
11/15/2017	2263829	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.14
11/15/2017	2263829	E 609-49751-253	Wine For Resale	WINE	96.00
11/21/2017	2267798	E 609-49751-206	Freight and Fuel Charges	FREIGHT	13.50
11/21/2017	2267798	E 609-49751-251	Liquor For Resale	LIQUOR	277.00
					\$4,442.05

REI PROPERTY MANAGEMENT

G 601-22200	Deferred Revenues	REFUND ACCT #5192	220.89
			\$220.89

RITeway BUSINESS FORMS

11/14/2017	17-85399	E 101-41400-200	Office Supplies	W-2S & 1099	61.25
11/14/2017	17-85399	E 601-49440-200	Office Supplies	W-2S & 1099	61.25
11/14/2017	17-85399	E 602-49490-200	Office Supplies	W-2S & 1099	61.25
11/14/2017	17-85399	E 609-49750-200	Office Supplies	W-2S & 1099	61.25

					\$245.00
ROSEVILLE, CITY OF					
11/22/2017	0223840	E 101-41110-310	Computer Consulting Fees	IT SERVICES	293.82
11/22/2017	0223840	E 101-41400-310	Computer Consulting Fees	IT SERVICES	954.92
11/22/2017	0223840	E 101-42110-310	Computer Consulting Fees	IT SERVICES	3,378.95
11/22/2017	0223840	E 101-42210-310	Computer Consulting Fees	IT SERVICES	543.57
11/22/2017	0223840	E 101-42400-310	Computer Consulting Fees	IT SERVICES	271.80
11/22/2017	0223840	E 101-43100-310	Computer Consulting Fees	IT SERVICES	293.82
11/22/2017	0223840	E 101-45200-310	Computer Consulting Fees	IT SERVICES	293.82
11/22/2017	0223840	E 601-49440-310	Computer Consulting Fees	IT SERVICES	293.82
11/22/2017	0223840	E 602-49490-310	Computer Consulting Fees	IT SERVICES	293.82
11/22/2017	0223840	E 609-49750-310	Computer Consulting Fees	IT SERVICES	146.91
11/22/2017	0223883	E 101-41940-321	Telephone	PHONE	80.59
11/22/2017	0223883	E 101-42110-321	Telephone	PHONE	80.59
11/22/2017	0223883	E 101-42210-321	Telephone	PHONE	80.59
11/22/2017	0223883	E 101-43100-321	Telephone	PHONE	80.59
11/22/2017	0223883	E 101-45200-321	Telephone	PHONE	80.59
11/22/2017	0223883	E 601-49440-321	Telephone	PHONE	80.59
11/22/2017	0223883	E 602-49490-321	Telephone	PHONE	80.59
11/22/2017	0223883	E 609-49750-321	Telephone	PHONE	80.65
					\$7,410.03
SCHOEPHOERSTER, TAYLOR					
	G 601-22200	Deferred Revenues	REFUND ACCT #4401		76.32
					\$76.32
SEMLER HOMES					
	G 601-22200	Deferred Revenues	REFUND ACCT #5096		183.44
					\$183.44
SHI INTERNATIONAL CORP					
10/31/2017	B07303082	E 402-41400-570	C-O-L Office Equip & Misc.	OFFICE	243.00
10/31/2017	B07303524	E 402-41400-570	C-O-L Office Equip & Misc.	OFFICE	243.00
11/16/2017	B07378948	E 101-42110-200	Office Supplies	OFFICE SUPPLIES	243.00
11/16/2017	B07379094	E 101-42110-200	Office Supplies	OFFICE SUPPLIES	243.00
11/20/2017	B07390564	E 402-42110-570	C-O-L Office Equip & Misc.	OFFICE	243.00
					\$1,215.00
SLAGLE, HEIDI					
	G 601-22200	Deferred Revenues	REFUND ACCT #3586		76.27
					\$76.27
SOUTHERN GLAZERS OF MN					
11/09/2017	1612009	E 609-49751-206	Freight and Fuel Charges	FREIGHT	0.43
11/09/2017	1612010	E 609-49751-206	Freight and Fuel Charges	FREIGHT	11.94
11/09/2017	1612010	E 609-49751-253	Wine For Resale	WINE	522.00
11/09/2017	1612011	E 609-49751-206	Freight and Fuel Charges	FREIGHT	24.43
11/09/2017	1612011	E 609-49751-251	Liquor For Resale	LIQUOR	3,194.26
11/09/2017	1612012	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.28
11/09/2017	1612012	E 609-49751-253	Wine For Resale	WINE	36.00
11/16/2017	1614807	E 609-49751-206	Freight and Fuel Charges	FREIGHT	28.59
11/16/2017	1614807	E 609-49751-251	Liquor For Resale	LIQUOR	2,267.69
11/22/2017	1617606	E 609-49751-206	Freight and Fuel Charges	FREIGHT	8.96
11/22/2017	1617606	E 609-49751-251	Liquor For Resale	LIQUOR	1,116.00
					\$7,211.58
STERLING TROPHY					
11/16/2017	21652	E 101-42210-441	Miscellaneous	ENGRAVING	18.75
					\$18.75
SUN LIFE FINANCIAL					
11/20/2017	.1117	E 101-41400-130	Employer Paid Insurance	INSURANCE	256.01
11/20/2017	.1117	E 101-41500-130	Employer Paid Insurance	INSURANCE	75.67
11/20/2017	.1117	E 101-41910-130	Employer Paid Insurance	INSURANCE	71.66
11/20/2017	.1117	E 101-42110-130	Employer Paid Insurance	INSURANCE	798.61
11/20/2017	.1117	E 101-42400-130	Employer Paid Insurance	INSURANCE	62.65
11/20/2017	.1117	E 101-43100-130	Employer Paid Insurance	INSURANCE	185.53
11/20/2017	.1117	E 101-43210-130	Employer Paid Insurance	INSURANCE	41.22

11/20/2017	.1117	E 101-45200-130	Employer Paid Insurance	INSURANCE	185.53
11/20/2017	.1117	E 601-49440-130	Employer Paid Insurance	INSURANCE	31.73
11/20/2017	.1117	E 602-49490-130	Employer Paid Insurance	INSURANCE	31.72
11/20/2017	.1117	E 609-49750-130	Employer Paid Insurance	INSURANCE	126.35
					<u>\$1,866.68</u>

SYNOVIA SOLUTIONS

11/13/2017	106253	E 101-43100-311	Contract	LEASE ON GPS	45.79
11/13/2017	106253	E 101-45200-311	Contract	LEASE ON GPS	45.79
11/13/2017	106253	E 601-49440-311	Contract	LEASE ON GPS	45.79
11/13/2017	106253	E 602-49490-311	Contract	LEASE ON GPS	45.82
					<u>\$183.19</u>

THE AMERICAN BOTTLING COMPANY

11/09/2017	8257862406	E 609-49751-254	Miscellaneous Merchandise	MISC	209.98
					<u>\$209.98</u>

TJ ASSOCIATES

08/08/2017	224133	E 101-43210-439	Recycling Days	RECYCLING POSTCARD	110.00
11/13/2017	225243	E 101-41400-200	Office Supplies	ENVELOPES	134.93
11/15/2017	225272	E 101-42110-308	Community Education	SANTA EVENT	40.00
11/15/2017	225273	E 101-42110-200	Office Supplies	SNOWMOBILE REGISTRATION	25.00
11/15/2017	225276	E 101-42110-200	Office Supplies	BUSINESS CARDS	39.00
					<u>\$348.93</u>

TOPE, CHRISTOPHER & JENNIFER

		G 601-22200	Deferred Revenues	REFUND ACCT #2598	268.32
					<u>\$268.32</u>

VINOCOPIA, INC.

11/17/2017	0194157-IN	E 609-49751-206	Freight and Fuel Charges	FREIGHT	18.00
11/17/2017	0194157-IN	E 609-49751-251	Liquor For Resale	LIQUOR	338.25
11/17/2017	0194157-IN	E 609-49751-253	Wine For Resale	WINE	484.00
					<u>\$840.25</u>

ZIEGLER INC.

11/10/2017	SW050286401	E 602-49490-228	Equipment Maintenance	CATERPILLAR	895.49
					<u>\$895.49</u>

ZURN, CHRIS

		G 601-22200	Deferred Revenues	REFUND ACCT #4123	108.31
					<u>\$108.31</u>

FUND SUMMARY

\$145,065.74

101 GENERAL FUND	\$24,439.64
402 CAPITAL EQUIPMENT	\$2,069.05
601 WATER FUND	\$11,783.91
602 SEWER FUND	\$11,713.65
603 STORM WATER	\$5,754.75
609 MUNICIPAL LIQUOR FUND	\$89,304.74
Total	<u>145,065.74</u>



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

7 A

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Proposed budget discussion
DATE: November 28, 2017

OVERVIEW:

The City is required to discuss the budget and allow public input at a meeting occurring after November 25th after 6 pm. The 2018 proposed budget and levy will be presented at the city council meeting on December 4th, 2017. Council had set a maximum levy of \$3,488,791 to keep the tax rate level on September 18th. The General Fund budget is balanced at \$4,148,872 on the revenue side and the expenditure side. The fund balance will be at 89.7% of revenues with the estimated 2017 balance. This is above the State Auditor's recommended guidelines of 35% to 50%. Please note that a Preliminary Budget is available on the city's website under the finance department. The final budget book will be compiled and distributed in February. It again will be submitted to the Government Finance Officers Association for the Budget Award which has been received for budget years 2010-2017.

After the presentation, the mayor needs to allow public input on the budget. After public comments are completed, council can act on the resolutions provided 1) Set the Overall Levy for 2018 and 2) Adopt the 2018 Budget.

ACTION TO BE CONSIDERED:

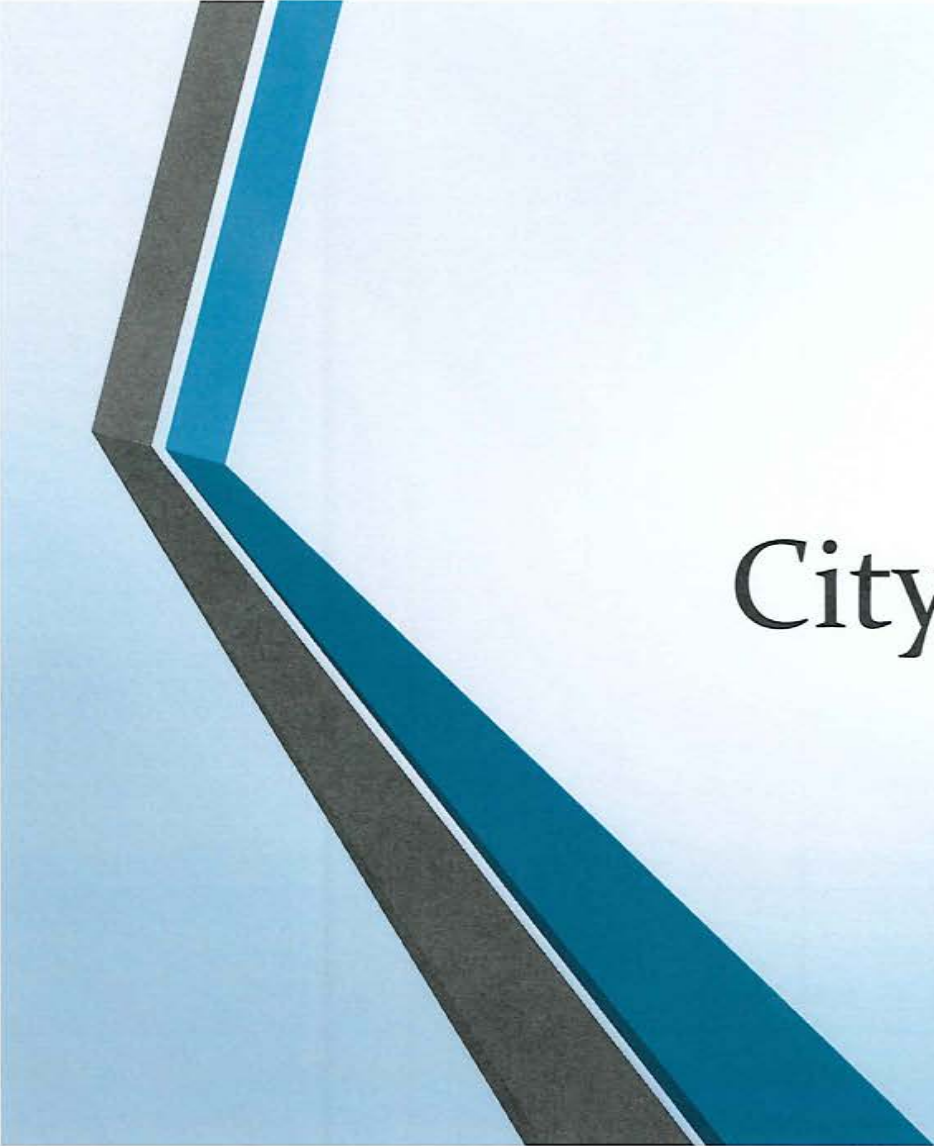
After the presentation, the mayor needs to allow public input on the budget. After public comments are completed, council can act on the resolutions provided 1) Set the Overall Levy for 2018 and 2) Adopt the 2018 Budget.

BUDGET IMPLICATION:

Setting the 2018 Budget and Levy.

Attachments:

- Budget Presentation
- Resolution 2017-43
- Resolution 2017-44



City of St. Francis

2018 Budget Hearing

Tonight's Agenda

- Discuss the budget and tax levy
- Allow for public comment
- Set budgets and tax levy

Budget Process

- April - estimation of salaries
- May - Department heads receive worksheets to complete
- June
 - Revenue Estimates
 - Debt Service Amounts
 - Capital Budgets
 - Receives Department requests back
- July/August- Enter data to determine levy needed
- September – preliminary levy set
- December –Final levy set and budgets approved by Council



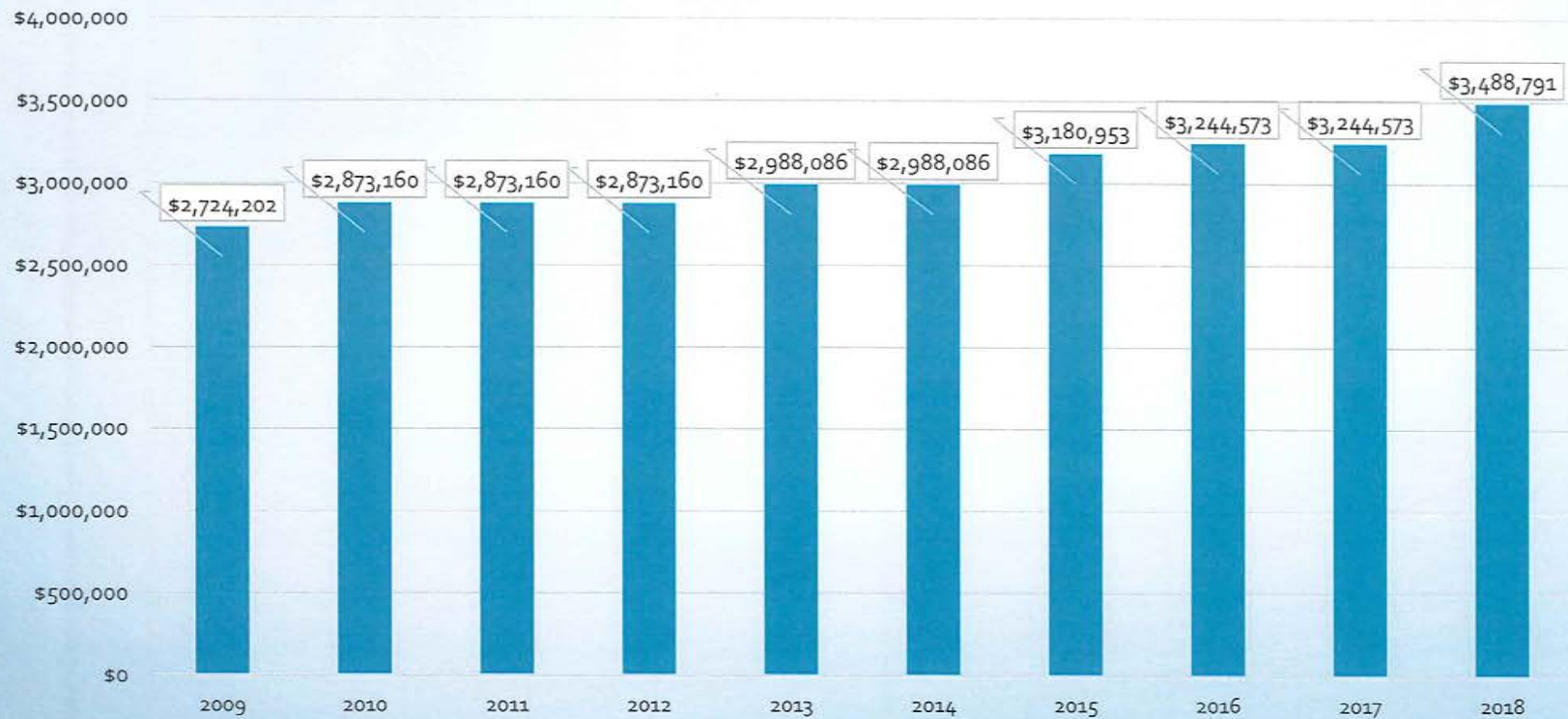
Budget Goals

- Maintain high quality and cost effective public services
- Address priorities set by City Council
- Maintain a strong fiscal position

Components of Overall Levy

	2017 Levy	Proposed 2018
General Revenue:		
General Fund	\$ 2,980,053.00	\$ 2,777,051.00
Capital Equipment	\$ 223,150.00	\$ 223,150.00
Building Improvements	\$ -0-	\$ 60,000.00
Street Improvements	\$ -0-	\$ 60,000.00
Total General Revenue	\$ 3,203,203.00	\$ 3,120,201.00
Debt Service		
GO Improvement Bond-2013A	\$ 20,900.00	\$ 20,900.00
GO Improvement Bond-2015A	\$ 20,470.00	\$ 20,470.00
GO Improvement Bond-2017A	\$ -0-	\$ 327,220.00
Total Debt Service	\$ 41,370.00	\$ 368,590.00
Total Levy	\$ 3,244,573.00	\$ 3,488,791.00

Total Levy History



Proposed Tax Notice

CITY OF ST FRANCIS
23340 CREE ST NW
ST. FRANCIS MN 55070
763-753-2630



Anoka County
Jonell M. Sawyer, Division Manager
Property Records and Taxation
2100 3rd Avenue
Anoka, MN 55303-2281
www.anokacounty.us
(763) 325-5400

Taxpayer(s):

27000127 "GARDEN" 12/11/11 AUTOS-REGT 89055

SAINT FRANCIS MN 55075-0768
[Barcode]

Property I.D.: 26-34-25-42-0011

Property Description: LOT 9 BLK 2 SEE
EX THE N 39 FT OF THE E 125.7 FT THE
EASE OF REC

TCA: 43015-
Owner(s):

Proposed Propo

Contact Information

STATE GENERAL TAX

COUNTY OF ANOKA

2100 3RD AVE

ANOKA MN 55303

763-323-5400

GENERAL COUNTY LEVY

REGIONAL RAIL AUTHORITY

COUNTY/MUNICIPAL PUBLIC SAFETY S

CITY OF ST FRANCIS

23340 CREE ST NW

ST. FRANCIS MN 55070

763-753-2630

ST FRANCIS SCHOOL DISTRICT #14

4115 AMBASSADOR BLVD
ST. FRANCIS
DECEMBER 4, 2017 - 6:00PM
(Discuss City Portion)

PROPOSED TAXES 2018

- THIS IS NOT A BILL - DO NOT PAY -

VALUES AND CLASSIFICATION			
Taxes Payable Year		2017	2018
Step 1	Estimated Market Value	215,500	224,600
	Homestead Exclusion	17,845	17,026
	Taxable Market Value	197,655	207,574
	Class:	Res Hstd	Res Hstd

PROPOSED TAXES 2018

- THIS IS NOT A BILL - DO NOT PAY -

VALUES AND CLASSIFICATION			
Taxes Payable Year		2017	2018
Step 1	Estimated Market Value	215,500	224,600
	Homestead Exclusion	17,845	17,026
	Taxable Market Value	197,655	207,574
	Class:	Res Hstd	Res Hstd

PROPOSED TAX

Property Taxes before credits: \$2,426.72
School building bond credit: \$0.00

\$1,069.89

\$1,119.63

TOTAL excluding special assessments

What affects Property Taxes?

Market Value Changes

Levies Set by County, City,
School District, Special &
Other Taxing Districts

Fiscal
Disparities

Tax Effect on a Residential Home-City Taxes Only

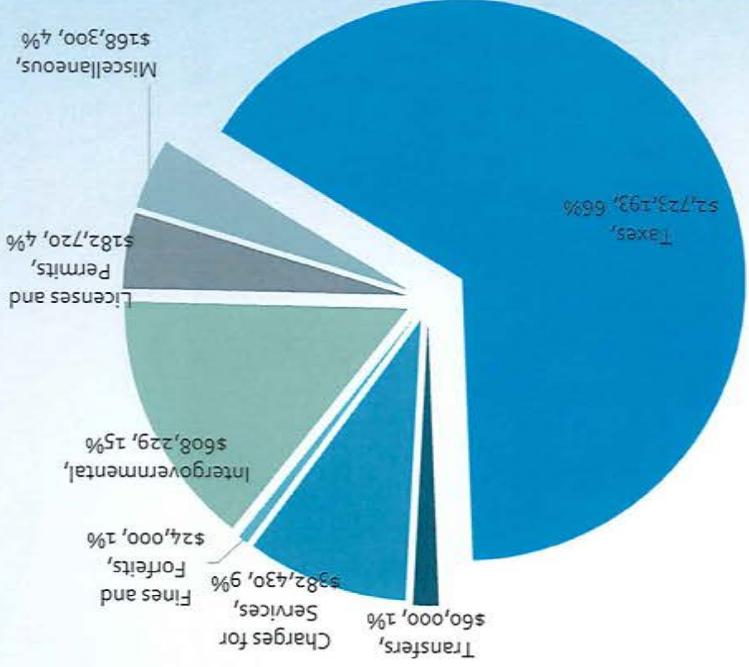
Estimated Market Value *	2018 City Taxes		2017 City Taxes		Difference
\$100,000	\$	387.22	\$	388.55	\$ (1.33)
\$120,000	\$	504.79	\$	506.53	\$ (1.74)
\$130,000	\$	563.58	\$	565.51	\$ (1.93)
\$140,000	\$	622.36	\$	624.50	\$ (2.14)
\$162,700 **	\$	755.57	\$	758.17	\$ (2.60)
\$180,000	\$	857.50	\$	860.44	\$ (2.94)
\$200,000	\$	975.07	\$	978.42	\$ (3.35)
\$220,000	\$	1,092.64	\$	1,096.39	\$ (3.75)
NOTES:					

*This comparison is based on the Estimated Market Value of the home being the same in both years.

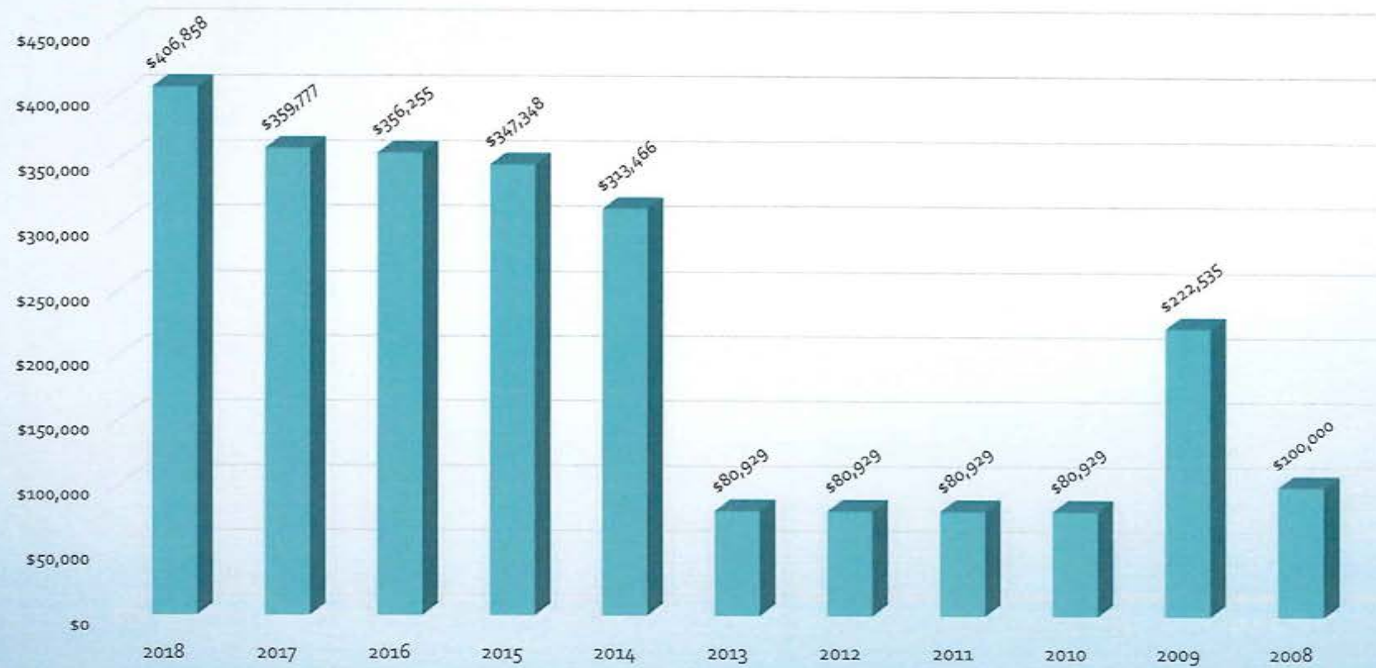
** Median Home is \$162,700 in 2018

General Fund Revenues-by Type

2018 Budget	
Taxes	\$2,723,193
Licenses and Permits	182,720
Fines and Forfeits	24,000
Intergovernmental	608,229
Charges for Services	382,430
Miscellaneous	168,300
Transfers	60,000
Total	\$4,148,872

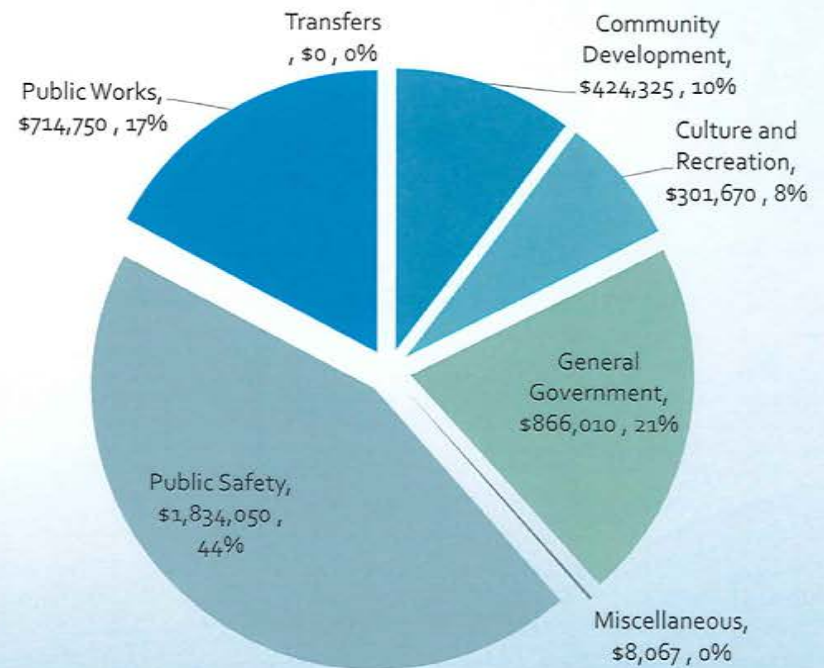


Local Government Aid



General Fund Expenditures-by Category

	2018 Budget
General Government	\$866,010
Public Safety	1,834,050
Public Works	714,750
Culture and Recreation	301,670
Community Development	424,325
Miscellaneous	8,067
Transfers	-0-
Total expenditures	\$4,148,872



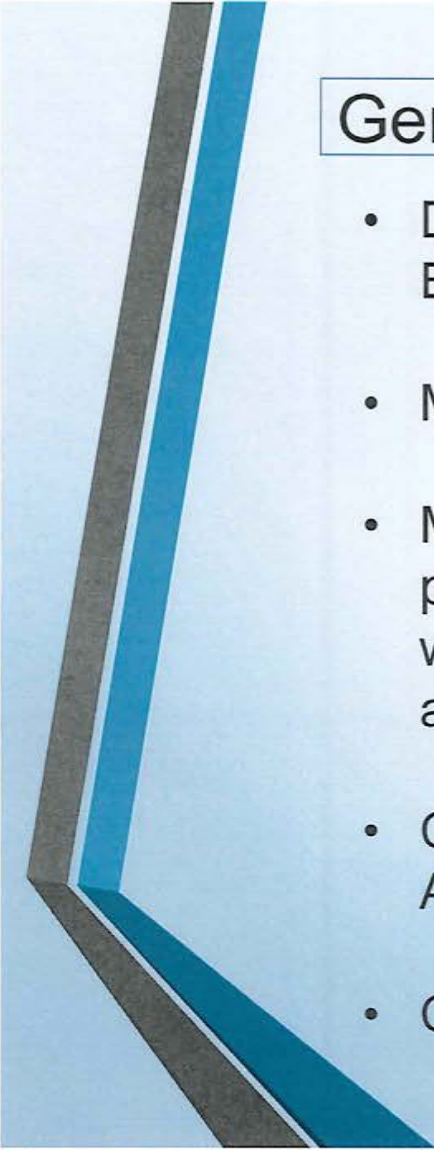
What your monthly Tax \$ Pays for:

A monthly bill for the median homeowner in 2018 will be \$62.96. This pays for emergency services such as fire and police, street maintenance such as snow plowing and parks services such as mowing and maintenance.



General Government	\$13.14
Public Safety	\$27.83
Streets & Recycling	\$10.85
Parks & Trails	\$4.58
Community Development	\$6.44
All other services includes transfers	\$1.12

Median Homeowner
St. Francis, MN
City of St. Francis
Sixty-two and 96/100
For Monthly Police, Fire, Street
Maintenance, Parks, and other programs
January 1, 2018
62.96
Median Homeowner



General Government \$13.14

- Departments Include: Council, Charter Commission, Administration, Elections, Finance, Auditing, Assessing, Legal, & Buildings.
- Manage a \$10+ million dollar budget
- Manage and Enforce City Code, which regulates utilities; building permits; alcoholic beverages, licensing; business licensing; right-of-ways, traffic and parking; public protections; zoning; subdivisions; and annexations of city owned land.
- Coordinate functions of the City Council; Economic Development Authority; Planning Commission and Charter Commission.
- Coordinate election functions.

Public Safety \$27.83

- 24/7 police and fire response in town.
- Respond to calls for service, such as medicals, thefts, property crimes and crimes against a person.
- Other services such as vehicle lockouts, home security checks & drug drop off
- Education opportunities such as Eddy the Eagle, and Anti Bullying Campaign.

Street/Recycling \$10.85

- Snow and ice control
- Street patching and crack filling
- Street lighting
- Gravel road maintenance
- Tree trimming
- Recycle day & promotion of recycling

Parks/Trails \$4.58

- Safety and fall protection around playground equipment
- Ball field maintenance
- Building maintenance, grounds maintenance & parking lot maintenance
- Skating rinks
- Trail maintenance.

Community Development \$6.44

- Building inspections of residential and commercial properties.
- Economic development to support the city growth.
- Housing construction zoning and permits for new and ongoing development
- Receive rental license applications and process required inspections.
- Receive vacant building registrations and process required inspections.
- Fences, swimming pools and driveways permits
- Receive citizen concerns and complaints work toward rectifying the problems.

Enterprise Funds

- Water Fund
- Wastewater Fund
- Storm Water Fund
- Liquor Fund

Questions???



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

RESOLUTION 2017-43

RESOLUTION CERTIFYING TAXES PAYABLE IN 2018

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS, MINNESOTA that:

1. The following sums of money be levied for the current year, collectible in 2018, upon the taxable property in said City of St. Francis, for the following purposes:
- 2.

General Operating Levy	
General Fund	\$ 2,777,051.00
Capital Equipment Fund	223,150.00
Building Improvements	60,000.00
Street Improvements	60,000.00
Total General Operating Levy	<u><u>3,120,201.00</u></u>
 Debt Service Levy	
2013A Debt Service	\$ 20,900.00
2015A Debt Service	20,470.00
2017A Debt Service	327,220.00
Total Debt Service Levy	<u><u>\$ 368,590.00</u></u>
 Total Levy	 <u><u>\$ 3,488,791.00</u></u>

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 4th DAY OF DECEMBER, 2017.

APPROVED:

Steven D. Feldman, Mayor of St. Francis

ATTEST:

Barbara I. Held, City Clerk

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

RESOLUTION 2017-44

RESOLUTION ADOPTING A BUDGET FOR 2018

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS, MINNESOTA that a budget for 2018 is hereby adopted as outlined in the following summary:

<u>Total By Fund</u>	REVENUES	NET OTHER INCREASES (DECREASES)	EXPENDITURES
Operating Budget:			
General	\$ 4,088,872	\$ 60,000	\$ 4,148,872
Police Forfeiture	-	-	10,246
EDA	-	-	-
Water	1,473,000	(111,080)	1,113,640
Sanitary Sewer	1,823,000	(113,800)	1,408,640
Storm Sewer	165,500	-	140,000
Municipal Liquor	2,137,900	(60,000)	2,072,750
Total Operating Budget	9,688,272	(224,880)	8,894,148
Capital Improvements Budget:			
Capital Projects/Equipment	231,150	20,000	818,637
Building	60,000	-	-
Street	60,000	-	-
Creekview Estates	12,000	-	-
Gambling Fund	13,500	-	-
Ivywood St & 230th Lane	8,000	-	-
Park Improvements	2,200	-	-
Total Capital Budget	386,850	20,000	818,637
Debt Service Budget:			
Debt Service-2013	37,000	39,880	98,463
Debt Service-2015	30,770	-	30,575
Debt Service-2017	328,720	165,000	496,212
Total Debt Service Budget	\$ 396,490	\$ 204,880	\$ 625,250
Grand Total	\$ 10,471,612	\$ -	\$ 10,338,035

BE IT FURTHER RESOLVED that the Finance Director shall establish a budget for each public improvement project when the Council orders the project and that the budget amounts shall be recorded at amounts specified in the feasibility study for the project.

BE IT FURTHER RESOLVED that the above budgets for Governmental Funds are hereby adopted for financial reporting and management control.

BE IT FURTHER RESOLVED that the above budgets for all other funds are hereby adopted for management purposes only.

BE IT FURTHER RESOLVED that the transfer of appropriations among the various accounts, within a fund, shall only require the approval of the City Administrator or his designee. However, City Council approval is required for transfers from contingency accounts.

BE IT FURTHER RESOLVED that all appropriations which are not encumbered or expended at the end of the fiscal year shall lapse and shall become part of the unencumbered fund balance which may be appropriated for the next fiscal year except appropriations for capital improvement projects which shall not lapse until the project is completed or canceled by the City Council.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 4TH DAY OF DECEMBER, 2017.

APPROVED:

Steven D. Feldman, Mayor of St. Francis

ATTEST:

Barbara I. Held, City Clerk

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

9 A**TO:** Joe Kohlmann, City Administrator**FROM:** Kate Thunstrom, Community Development Director**SUBJECT:** Fee Schedule Changes**DATE:** November 13, 2017 & December 4, 2017

OVERVIEW AND IDENTIFICATION OF FEE CHANGED REQUESTED:**Community Development has requested the following fee schedule changes:****Administrative Penalties**

- Administrative Hearing Fee, increase the fee to reasonably support the actual costs associated with the hearing. Fee is applied if the violation is sustained by the hearing officer.

Animal License

- Kennel, reduce the number of dogs for the first license to coincide with the trigger for a kennel permit. Reduce the base fee and shift the change to each additional dog as allowed by IUP process.
- Chickens, New fee to address the administration of the new permitting process

Division and Use of Property

- Administrative Subdivision, increase escrow
- Fence, move to building permits
- Minor Subdivision, increase fee escrow
- Rental Housing, new fee structure as identified in April 2017, include enforcement fees for non-compliance
- Landscape escrow to be utilized for Escrows generally, increase fee for administration of escrow accounts
- Wetland delineation, service that is addressed by our engineering contracts

Building Department Permits

- Accessory structures, processed per code based on size
- Fence, add residential under 7' to this area to meet code
- Engineer Review, increase to address rate change from engineers
- Water Heater, remove duplication - covered by plumbing permit
- Irrigation/wells, reduce, meets needs of Com Dev and Public Works
- Planning fee, include to allow collection of planning fee's if necessary for permits
- Retailing Wall, include to identify permit needed for walls over 4' in height
- Solar, set fee to support application process
- Windows and Doors, add back to meet building code requirements

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

ORDINANCE 235, SECOND SERIES

**AN ORDINANCE AMENDING SECTION 2-9-1 OF THE CITY CODE
REGARDING THE FEE SCHEDULE**

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Amended. That all previously adopted versions of the fee schedule are deleted and Section 2-9-1, Second Series shall hereby be added to read as established in Exhibit A.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS
THIS 4th OF DECEMBER, 2017.

APPROVED:

Steven D. Feldman
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk

(seal)

2018

SECTION 9
FEE SCHEDULE

SECTION:

2-9-1: Fee Schedule

2-9-1: FEE SCHEDULE.

A. Administrative Penalties.

1. Administrative Enforcement Penalties:
 - a. 1st Offense \$100
 - b. 2nd Offense \$200
 - c. 3rd Offense \$500
 - d. 4th Offense \$1,000
 - e. 5th Offense and Beyond \$2,000
2. Administrative Hearing Fee \$100 \$750

B. Animal Impound Fees.

1. Administrative Fee \$50/day
2. Pick Up Service Fee:
 - a. 8 AM to 6 PM \$60/hour
 - b. 6 PM to 8 AM \$80/hour
3. Boarding Fee \$25/day

C. Animal License:

1. Dog License \$10/1-2 year vaccinations
\$15/3 year vaccination
2. Kennel:
 - a. First 40 4 Dogs \$100 \$50 /year
 - b. Each Additional Dog \$40- \$20/year
3. Chickens \$120/one time

D. Amusement and Recreation.

1. Amusement Machine \$15/location + \$15/machine
2. Dance:
 - a. Annual \$100/year
 - b. Per Event \$10/event

E. Business and Service License.

1.	Investigation Fee	\$25
2.	Adult Entertainment Use	\$2,000/year
3.	Sauna/Massage Parlors	\$2,000/year
4.	Fireworks – Retail/Tent	\$50/occurrence
5.	Fireworks – Pyrotechnic Display	\$50/occurrence
6.	Pawnbroker	\$1,000/year
7.	Refuse Hauler	\$200/year + \$50/truck
8.	Massage Therapist	\$200/year
9.	Taxicab Driver License Fee	\$150/year
10.	Taxicab Operator License Fee	\$150/year
11.	Towing/Impound	\$150/year
12.	Finger Printing	\$15 and customer provides fingerprint card
13.	Transient Merchant/Peddler:	
a.	Week	\$50
b.	Month	\$150
c.	Year	\$300
14.	Excavations/Mining:	
a.	Active Area Fee	\$50/acre
b.	Inactive Area Fee	\$25/acre
c.	Restoration Credit	\$25/acre

F. Liquor License.

1.	3.2% Malt – Off Sale	\$50/year
2.	3.2% Malt – Off Sale – Special Event	\$25/event
3.	3.2% Malt – On Sale	\$200/year
4.	Club License	\$200/year
5.	Wine License	\$200/year
6.	Intoxicating Liquor – On Sale	\$4,000/year
7.	Intoxicating Liquor – Sunday Sales	\$200/year
8.	Investigation Fee:	
a.	Single Application	\$200
b.	Partnership	\$300
c.	Corporation	\$400

G. Tobacco License. \$150/year

H. Street Disruption.

1.	Road Right-of-Way – Registration	\$35 + \$2,000 escrow
2.	Road Right-of-Way – Permit Application	\$150 + Consultant Fees
3.	Street Opening	\$50 + Bond or Deposit and Consultant Fees

I. Document Services.

- | | | |
|----|---|--------------------------------|
| 1. | Accident, Police and Fire Reports | \$.25/page; over 100 pages TBD |
| 2. | Copies | \$.25/page copied |
| a. | CDs | \$15 |
| b. | Colored Copies of Photos | \$3/page |
| c. | Certificate of Survey (non-homeowner) | \$2 |
| d. | City Council Agenda & Minutes (mailed): | |
| | 1) Resident | \$25/year |
| | 2) Non-Resident | \$25/year + postage |
| e. | Planning/Park Commission Agenda and Minutes (mailed): | |
| | 1) Resident | \$12/year |
| | 2) Non-Resident | \$12/year + postage |

J. General and Miscellaneous.

- | | | |
|-----|---|--------------------------------------|
| 1. | Lockouts | \$25 |
| 2. | Mileage Reimbursement for Personal Vehicle | Current IRS Rate |
| 3. | Notary | \$2/document |
| 4. | Public Nuisance Violation Administration Fee (assessable) | \$75/occurrence |
| 5. | Certify Delinquent Invoices (except utilities) | Lesser of 10% of delinquency or \$75 |
| 6. | Certify Delinquent Invoices | 10% of delinquency |
| 7. | Fire Department Charges | See Ordinance 138 |
| 8. | Returned Checks | \$30/check |
| 9. | Snowmobile Permit | \$15 |
| 10. | Special Assessment Administrative Fee | \$100 |
| 11. | Special Assessment Search | \$20/each |

K. Equipment and Staff Use.

- | | | |
|----|--------------------------|-----------|
| 1. | One Ton Truck with Plow | \$55/hour |
| 2. | Belos with Attachment | \$55/hour |
| 3. | Crane Truck | \$45/hour |
| 4. | Electric Generator | \$60/hour |
| 5. | Grader | \$90/hour |
| 6. | Kubota/Attachments Mower | \$50/hour |
| 7. | Pick Up Truck | \$40/hour |
| 8. | Single Axle Truck | \$65/hour |

- | | | |
|-----|---|-------------------------------------|
| 9. | Single Axle Truck with Plow | \$85/hour |
| 10. | Tool Cat/Skid Steer w/Attachments | \$60/hour |
| 11. | Tractor with Loader or Attachments | \$60/hour |
| 12. | Pay Loader | \$90/hour |
| * | <i>Hourly equipment rates DO NOT include the cost of the operator or cost of fuel and gas</i> | |
| 13. | Staff Time | Two Times Step 8 of Their Pay Grade |

L. Council / Commission Pay.

- | | | |
|----|---|---|
| 1. | City Council Per Diems Per Day | \$35 for four hours or less;
\$70 for more than four hours |
| a. | Special Council Meetings | |
| b. | Council Retreats/Work Sessions | |
| c. | Economic Development Authority Meeting (EDA) | |
| d. | League of MN Cities Functions | Prior Approval Required |
| e. | Labor Negotiations | Prior Approval Required |
| f. | Employee Interviews | Prior Approval Required |
| g. | Mayor Only: | |
| | 1) School/County Liaison | Mayor may appoint Council members to fulfill his obligations and approve attendance |
| | 2) MN Mayors Association | |
| | 3) Speaking Engagements at Other Civic Org. | |
| | 4) Closing of Property Acquisition | |
| | 5) Fire District Study Group | |
| 2. | Planning Commission: | |
| a. | Chairman | \$25/meeting paid annually |
| b. | Member | \$20/meeting paid annually |
| 3. | Park Commission: | |
| a. | Chairman | \$25/meeting paid annually |
| b. | Member | \$20/meeting paid annually |
| 4. | Economic Development Authority | \$20/meeting paid annually |
| 5. | Upper Rum River Watershed – Resident Appointed by Council | \$20/meeting paid annually |

M. Parks and Recreation.

- | | <u>Resident</u> | <u>Non-Resident</u> |
|---|------------------------|------------------------|
| 1. Concession Stand | \$25 | \$50 |
| 2. Ball Park Use – Outside Organization | \$100/night for season | \$200/night for Season |
| 3. Clean Up Deposit | \$50 - refundable | \$75 - refundable |
| 4. Key Replacement | \$50 | \$50 |
| 5. Football Field | \$25/each | \$35/each |
| 6. Football Youth Program | \$43/week per team | |

7.	Gazebo Rental	\$50	\$100
8.	Rink Rental for Reserved Time	\$25/hour for after hours rental	\$50/hour for after hours rental
9.	Restroom	\$25	\$50
10.	Shelter	\$25	\$50
11.	Soccer	\$34/week per team	
12.	Soccer Field	\$25/each	\$35/each
13.	Warming House	\$50	\$100
	• <i>St. Francis City Council has the authority to charge an annual fee of \$100 for non-profits.</i> • <i>St. Francis City Council has the authority to waive any fees for non-profits.</i>		

N. Community Center.

1.	Resident	\$30/event
2.	Non-Resident	\$55/event
3.	Damage Deposit	\$100 \$150
4.	Late Key Return	\$25 if not returned within 2 business days of event
5.	City Purposes	Free
6.	City Benefit:	
	a. St. Francis Lions/Lioness	Fees will be waived for these uses unless the Council specifically determines that the fees should be imposed
	b. St. Francis Senior Citizens Group	
	c. St. Francis Area Jaycees	
	d. St. Francis Youth Association (4-H, Scouts, Hockey, etc.)	
	e. St. Francis Ambassador Program	
	f. St. Francis Area Chamber of Commerce	
	g. Other Governmental Agencies	
	h. Local Church Organizations	
	i. Local Business/Non-Profit Organizations	Donations will be accepted for use of facility unless Council specifically determines that the fees should be imposed
7.	Priority for Use in Event of Conflict:	
	a. City of St. Francis	Based on earliest request if more than one applicant of the same class seeks conflicting dates
	b. Non-Profit located within City limits	
	c. Residents (individuals or groups)	
	d. Non-Profit located outside City limits	
	e. Non-Residents (individuals or groups)	

O. Division and Use of Property.

	<u>Fee</u>	<u>Escrow</u>	
1. Administrative Subdivision	\$200	\$ 650	<u>\$1,000</u>
2. Annexation	\$250	\$2,000	
3. Appeal	\$200	\$ 250	
4. Comprehensive Plan Amendment	\$450	\$2,000	
5. Conditional Use Permit	\$350	\$2,000	
6. Environmental Review	\$350	\$ 650	
7. Excavation/Fill Permit (Admin)	\$100	\$ 250	
8. Excavation/Fill Permit (IUP)	\$350	\$2,000	
9. Fence Under Six Feet in Height	\$50		
10. Home Occupation (IUP)	\$350	\$2,000	
11. Home Occupation (Permitted)	\$ 50		
12. Interim Use Permit	\$350	\$2,000	
13. Minor Subdivision	\$350	\$1,000	<u>\$2,000</u>
14. Ordinance Amendment	\$350	\$1,000	
15. Planned Unit Development	\$350	\$2,000	
16. Rental Housing Licensing:			
a. License	\$150		
b. License Renewal	\$100		
c. License Renewal Multiple Family	\$75		
<u>a. Single Family or First Unit</u>	<u>\$50</u>		
<u>Each Additional Unit</u>	<u>\$15/each</u>		
<u>Late Fee Due 1/16</u>	<u>\$50</u>		
<u>Late Fee Due 5/1</u>	<u>\$150</u>		
<u>Conversion Fee</u>	<u>\$100</u>		
<u>Re-inspection Fee</u>	<u>\$25/each unit</u>		
17. Sign Permit Zoning Review (Admin)	\$75		
18. Sign Permit Zoning Review (Full)	\$250	\$ 350	
19. Sign Permit Zoning Review (Temporary)	\$25		
20. Rezoning	\$350	\$1,000	
21. Site and Building Plan Review (Admin)	\$100	\$ 250	
22. Site and Building Plan Review (Full)	\$350	\$ 450	
23. Street/Utility Easement Vacation	\$350	\$1,000	
24. Subdivision:			
a. Sketch Plan	\$300	\$500	
b. Preliminary Plat (Rural)	\$400	\$400 + \$125/lot c.	
Preliminary Plat (Urban)	\$400	\$425 + \$175/lot d.	
Final Plat	\$350	\$650	
25. Temporary Habitation Permit	\$200	\$5,000	
26. Temporary Outdoor Sales Permit/License	\$50		
27. Wetland Replacement Plan Review			
With Plat	\$350	\$650	
28. Wetland Replacement Plan and			
Excavation	\$350	\$650	
<u>29. Wetland Delineation</u>	<u>\$1,000</u>	\$1,000	

- | | | | |
|------------|------------------------------------|-------------|---------------------------|
| <u>30.</u> | Vacant Building Registration Fee; | | |
| a. | First Year | \$125 | |
| b. | Second Year Renewal | \$175 | |
| c. | Third Year Renewal | \$250 | |
| d. | Fourth Year Renewal | \$350 | |
| e. | Fifty Year Renewal and Beyond | \$500 | |
| <u>31.</u> | Vacant Building Administration Fee | \$100 | |
| <u>32.</u> | Variance Application | \$350 | \$1,500 |
| <u>33.</u> | Park Dedication | \$2,500/lot | |
| <u>34.</u> | TIF Application/Business Subsidy | \$3,000 | \$3,000 |
| <u>35.</u> | Escrow Admin Fee | \$100- | <u>\$250 per property</u> |
- Applicants are responsible for all costs incurred by the City for consultant fees.

P. Building Permits.

~~Valuation Schedule as set by State Statutes 326B.153 BUILDING PERMIT FEES.~~
Valuation Schedule for Building Permit Fees

Subdivision 1. Building permits.

(a) Fees for building permits ~~submitted as required in section 326B.106~~ include:

(1) the fee as set forth in the fee schedule in paragraph (b) ~~or as adopted by a municipality~~; and

(2) the surcharge required by section Minnesota Statutes Section 326B.148.

(b) The total valuation and fee schedule is:

(1) \$1 to \$500, \$29.50;

(2) \$501 to \$2,000, \$28 for the first \$500 plus \$3.70 for each additional \$100 or fraction thereof, to and including \$2,000;

(3) \$2,001 to \$25,000, \$83.50 for the first \$2,000 plus \$16.55 for each additional \$1,000 or fraction thereof, to and including \$25,000;

(4) \$25,001 to \$50,000, \$464.15 for the first \$25,000 plus \$12 for each additional \$1,000 or fraction thereof, to and including \$50,000;

(5) \$50,001 to \$100,000, \$764.15 for the first \$50,000 plus \$8.45 for each additional \$1,000 or fraction thereof, to and including \$100,000;

(6) \$100,001 to \$500,000, \$1,186.65 for the first \$100,000 plus \$6.75 for each additional \$1,000 or fraction thereof, to and including \$500,000;

(7) \$500,001 to \$1,000,000, \$3,886.65 for the first \$500,000 plus \$5.50 for each additional \$1,000 or fraction thereof, to and including \$1,000,000; and

(8) \$1,000,001 and up, \$6,636.65 for the first \$1,000,000 plus \$4.50 for each additional \$1,000 or fraction thereof.

	<u>Fee</u>	<u>Escrow/State Fee</u>
1. <u>Accessory Structures</u>		
<u>Less than 200 square ft.</u>	\$0	<u>Need Zoning Permit</u>
<u>200 square ft. and greater</u>	<u>By Valuation</u>	
2. Basement Finishes Permit	\$140	**See Below
3. Building Demolition	\$110	**See Below + \$500
4. Building Demolition – Commercial	By Valuation	\$1,000
5. Building Relocation Permit	\$110	Performance Security Required
6. Contractor Verification Fee	\$10	
7. Dock Permit	\$50	\$100
8. Driveway Permit	\$50	\$200 (may be waived by staff)
9. Fence –		
a. Residential Over –Seven Feet in Height	By Valuation	
<u>b. Residential-Under Six Feet</u>	<u>\$50 Zoning Permit</u>	
c. Commercial	By Valuation	
10. Fireplace	\$95	**See Below
11. Fuel Tank Removal	\$95	**See Below
12. Engineer's Grading Review of Building Permit	\$140 <u>\$154</u>	
13. Water Heater (Duplicate)	\$75	**See Below
14. HVAC – Heating Installations	\$95/each	**See Below
HVAC – Air Conditioning	\$55/each	**See Below
15. Inspections – After Hours	\$70/hour, minimum 2 hours	
16. Investigation Fee	Not to exceed permit fee	
17. Manufactured Home Setup	By Valuation	
18. On-Site Septic:		
a. Type I – IV	\$275	**See Below
b. Type V	By cost incurred	
c. Operating Permit	\$125/year	**See Below
<u>19. Planning Review of Building Permit</u>	<u>\$195</u>	
20. Plumbing (includes Water Heater)	\$95	
21. Pools – Above Ground	\$75	**See Below
• Letter must be submitted annually stating that an above ground pool will be placed in the same location each year as per the initial site plan.		
22. Pools – In Ground	By Valuation	
23. Re-inspection Fee	Not to exceed \$75/trip	
<u>24. Retaining Wall Over Four Feet</u>	<u>By Valuation</u>	
25. Roofing:		
a. Residential	\$95	**See Below
b. Commercial	By Valuation	
26. Septic System Pumping Verification	\$20	

27.	Siding:		
	a. Residential	\$95	**See Below
	b. Commercial	By Valuation	
28.	Signs	By Valuation	
29.	Solar-Ground-Mounted <u>Residential</u>	\$95 <u>\$120</u>	
	<u>Commercial</u>	<u>\$120</u>	
30.	Water Softener Permit:		
	a. Residential	\$55	**See Below
	b. Commercial	By Valuation	
31.	<u>Windows/Doors – Inserts Only</u>	<u>\$95</u>	
32.	Commercial Buildings (Plumbing, Mechanical, Fire Alarm, etc.)	By Valuation	

- Anything not listed above will be based on valuation + plan review + State surcharge.
- Permits over 180 days of inactivity are null and void with no refund.
- Permit extension not to exceed ½ permit fee and Building Inspector makes determination.
- No refund on plan review fees; maximum refund is 75% of total fee for permit fees; no refund for State surcharges.

**** STATE SURCHARGE collected in accordance with MN Statutes 326B.148 which is currently \$1 per permit.**

Q. Escrow Deposits.

1.	Urban:	
	a. Curb Box and Meter	\$1,500
	b. Final Grading	\$500 - \$1,000
	c. Litter/Debris Cleanup	\$100 - \$300
	d. 2" Caliper Tree (new)	\$300
	e. Sod	\$2,000
	f. Seeding/Sprinkler	\$2,000
	g. 3" Black Dirt	\$500
	h. Erosion Control in Place	\$300
	i. Street Cleaned	\$200
	j. Driveway Installed	\$1,500
2.	Rural:	
	a. Final Grading	\$500 - \$1,000
	b. Litter/Debris Cleanup	\$100 - \$300
	c. 2" Caliper Tree (new)	\$300
	d. Sod/Seeding	\$300 - \$2,000
	e. Erosion Control in Place	\$300
	f. Culvert	\$1,500
	g. Driveway Installed	\$1,500

R. Utility Fees.

1. Access Charge:
 - a. Sewer Equivalent Connection \$4,284
 - b. Water Equivalent Connection \$3,060
2. Trunk Line Charge:
 - a. Water Trunk Line Availability \$2,956
 - b. Sanitary Sewer Trunk Line Availability \$4,150
3. Tapping and Connection Permits:
 - a. Tapping and Water Connection \$125
 - b. Tapping and Sewer Connection \$125
 - c. Water Connection \$50
 - d. Sewer Connection \$50
4. Meter Deposit:
 - a. $\frac{3}{4}$ " Cost
 - b. 1" and larger Cost + 10%
5. Water Shutoff (7:00 am - 3:30 pm) \$35
6. Water Reconnect (7:00 am - 3:30 pm) \$35
 - *The disconnect and reconnect fee for water shall be waived if a resident leaves for two consecutive months during the time from October to March. This is to promote the idea of shutting off these snowbird residences to reduce the chance for freeze ups and bursting of pipes.*
7. Meter Repair (not removal or Installation) Time and materials with \$50 minimum
8. Curb Stop Locate:
 - a. Summer \$25 minimum
 - b. Winter \$50 minimum
9. Curb Stop Driveway Cover Cost
10. Curb Stop Repair Time and materials with \$50 minimum
11. Curb Stop Box Cost
12. Hydrant and Gate Valve Repair Time and materials with \$50 minimum
13. Hydrant Meter Deposit \$800
14. Non-Response to Tagging Notice \$250/month until resolved
15. Unmetered Use of City Water \$200
16. Irrigation/Wells \$20 Plus Sales Tax

S.	<u>Water Rates.</u>	<u>*11/1/15 / *12/1/16 Effective Date</u>
1.	Monthly Base Fee	\$16.50 / \$19.80
a.	MN State Test Fee	\$.53
2.	Charge per 1,000 Gallons Used per Equivalent Connection:	
a.	0 – 14,999	\$5.10 /\$6.12 equivalent conn
b.	15,000 – 29,999	\$5.34 /\$6.42 equivalent conn
c.	30,000 – 44,999	\$6.18 /\$7.42 equivalent conn
d.	45,000+	\$7.38 /\$8.86 equivalent conn
3.	Bulk Water:	
a.	System Access Charge	\$50
b.	Charge per 1,000 Gallons Used	\$6.16

T.	<u>Sewer Rates.</u>	
1.	Monthly Base Fee	\$17.50 /\$24.50
2.	Charge per 1,000 Gallons Used	\$6.86 / \$9.60 equivalent
3.	Sewer Users Only	Sewer Base Rate + 6,000 Gallons @ Water Rate
	• <i>Winter residential sewer rates (November through April billings) are based on actual water consumption used for the month billed.</i> • <i>Summer residential sewer rate (May through October billings) are based on the average of water consumption used for the January, February, and March billings. If the winter water usage average is 3,000 gallons or less, the consumption billed will be the actual usage up to a maximum of 3,000 gallons. Any average usage greater than the 3,000 gallons will be billed actual usage up to the minimum average calculated.</i> • <i>Note: Consumption amounts are not billed greater than actual usage.</i>	

STARTING IN 01/01/2016

Storm Water Rates \$5.00/month/parcel (\$60 annual)

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

RESOLUTION 2017-45

**A RESOLUTION AUTHORIZING THE SUMMARY PUBLICATION OF ORDINANCE
235, SECOND SERIES AMENDING SECTION 2-9-1 OF THE CITY CODE
REGARDING THE FEE SCHEDULE FOR THE CITY OF ST. FRANCIS**

WHEREAS, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of Ordinance 235, Second Series will clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

NOW THEREFORE, BE IT RESOLVED that the following summary of Ordinance 235, Second Series is approved for publication:

**CITY OF ST. FRANCIS, MINNESOTA
ORDINANCE 235, SECOND SERIES**

Section 1. The St. Francis City Code is hereby amended to include the following ordinance summarized below:

St. Francis City Code is hereby amending Section 2-9-1 the previously adopted Fee Schedule.

Section 2. The full ordinance will be in effect 30 days from this summary publication.

Section 3. The full ordinance is available for review during regular office hours in the office of the City Clerk.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 4th DAY OF DECEMBER, 2017.

APPROVED:

Attest:

Steven D. Feldman, Mayor

Barbara I. Held, City Clerk



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

9 C

TO: Joe Kohlmann, City Administrator
FROM: Todd Schwieger, Police Chief
SUBJECT: 2018 Squad car purchase/replacement
DATE: December 4, 2017

OVERVIEW:

Burnsville Dodge once again has the state contract for Dodge Chargers and I would like to place an order with Burnsville Dodge for 2 Dodge Chargers to be used as marked squad cars. One of our current 2014 squad cars has approximately 80,000 miles and would be traded into Burnsville Dodge. As described in the approved Capital Improvement Plan 2 squad cars would be purchased in 2018 with the anticipated trade in of 2 marked squad cars in 2019 along with the transfer of the police Chevy Tahoe to the city. In 2019 the police Chevy Tahoe will be retired from police use and transitioned over for routine city use by other city staff. By replacing squad cars in this manner the police department will maintain a fleet of 7 marked squad cars in 2019 which has proven to be a satisfactory number of squad cars. The squad cars get assigned and utilized in a way that keeps mileage down and maintenance costs reasonable. Also, trade in values are increased by keeping mileage less than 100,000 which is normally achieved by keeping the useful life of the marked squads at 4 years.

ACTION TO BE CONSIDERED:

I recommend that the council approve placing the order for (2) 2018 Dodge Chargers. These vehicle orders are filled in the order that they are received and by ordering as soon as possible we have typically received the vehicle(s) by March or April of the following year.

BUDGET IMPLICATION:

The squad car purchases are described in the Capital Improvement Plan in PlanIt 2000. The vehicles are budgeted for in the 2018 Capital Improvement Plan and the contract price is \$23,520.00 for each vehicle. After added options the total amount for each vehicle is \$24,086.00. Added options include an LED spotlight, deactivated doors and windows, Fleet Alike Key and power heated mirrors. When the squad cars arrive the 2014 Dodge Charger with approximately 80,000 miles on it will be traded in and its value will be deducted from the price of one of the new vehicles.

Attachments:

- CIP 2018-2022 - Vehicles

Capital Improvement Plan
City of St. Francis, Minnesota

2018 thru 2022

Department Police Department

Contact Chief of Police

Type Equipment

Useful Life 4 years

Category Vehicles

Project # POL-17-001

Project Name Squad Cars

Description

Total Project Cost: \$365,000

2018- 2 Dodge Charger Police AWD V8- Trade 2014 Dodge Charger
 2019- 3 Dodge Charger Police AWD V8- Trade 2- 2015 Dodge Chargers, 1 2013 Dodge Charger- Tahoe to city
 2020- 1 Dodge Charger Police AWD V8- Trade 2016 Dodge Charger
 2021- 2 Dodge Charger Police AWD V8- Trade Trade 2- 2017 Dodge Chargers
 2022- 1 Dodge Charger Police AWD V8- Trade 2018 Dodge Charger

Justification

Regular replacement of squad cars to maintain a fleet of 7 marked squad cars and an unmarked chiefs car. Also budgeted in 2019 is a vehicle for the department investigator to drive. In years past the investigator has been driving vehicles that were seized by the police department and were awarded to the city in a forfeiture process. The vehicles typically had higher mileage and would be driven for 2-3 years until they became impractical due to rising maintenance costs. There were also set up fees and equipment fees each time a forfeited vehicle was brought into service. Originally the 2011 Chevy Tahoe squad was due for replacement in 2019 for an estimated \$40,000. An investigator vehicle would cost substantially less and could have a life span of 8-10 years. A Dodge Charger squad car will replace the Chevy Tahoe in 2019 and will be added to the fleet in 2018. The Tahoe could be utilized by other city staff. By keeping marked squads on a 4 year rotation we see less maintenance issues and higher trade in values. Traditionally we see a trade in value of \$4,000 to \$5,000 for cars with under 100,000 miles at trade in to current state contract holder Dodge of Burnsville. Amounts budgeted account for at least one trade in each year possibly two depending on if the vehicle could be utilized elsewhere in the city. Amounts budgeted account for equipment and installation.

Expenditures	2018	2019	2020	2021	2022	Total	Future
Equip/Vehicles/Furnishings	65,000	95,000	35,000	65,000	35,000	295,000	70,000
Total	65,000	95,000	35,000	65,000	35,000	295,000	Total

Funding Sources	2018	2019	2020	2021	2022	Total	Future
Capital Equipment Fund	65,000	95,000	35,000	65,000	35,000	295,000	70,000
Total	65,000	95,000	35,000	65,000	35,000	295,000	Total

Budget Impact/Other

City of St. Francis, MN
Vehicle and Equipment Replacement Fund
Cash Flow

	Project #	Previous years		2018	2019	2020	2021	2022	2023						
Use of Funds:															
Administration															
Computers	ADMIN-17-001	\$	6,800	\$	6,000	\$	6,000	\$	6,000						
City Hall	ADMIN-17-002	\$	800	\$	10,000	\$	10,000	\$	10,000						
Inspections															
Vehicle	B-17-001	\$	30,000						30,000						
Fire															
Radio replacement	FIRE-17-001	\$	500		16,250	16,250	16,250	16,250	4,000						
Turnout Gear (5 sets a year)	FIRE-17-002	\$	6,900		10,000	10,000	10,000	10,000	10,000						
1998 Chevrolet Tanker	FIRE-17-003	\$	300,000		50,000	50,000	50,000	50,000	50,000						
2002 Ford Pickup (Rescue)	FIRE-17-004					40,000									
Police															
Vehicles	POL-17-001	\$	-		65,000	95,000	35,000	65,000	70,000						
Police Radios	POL-17-002	\$	13,500		20,000	15,000	10,000	10,000	5,000						
Firearms	POL-17-003				3,500	3,500	3,500	1,000	1,000						
UTV	POL-17-004														
Squad Computers	POL-17-005				4,000	6,000	2,200	4,400	5,000						
Office Computers	POL-17-006	\$	2,000		5,500	6,000	-	1,100	5,500						
Rifle Sights	POL-17-007				500	500	500	500	500						
Squad Cameras	POL-17-008				3,500	3,500	3,500	3,500	3,500						
Body Cameras	POL-17-009				10,000	10,000	10,000	10,000							
Public Works															
2005 International Dump Truck	PW-17-001	\$	250,000												
Pickup Trucks	PW-17-002				40,000		68,000	42,000							
Sign Truck	PW-17-003														
1 Ton Dump Truck	PW-17-004														
Crane Truck	PW-17-005							95,000							
2008 International Dump Truck (Refurb in 2019)	PW-17-006					70,000									
2008 International Dump Truck (Replacement)	PW-17-007														
Mowing Trailer	PW-17-008														
Trenchbox Trailer	PW-17-009														
Heavy Equipment Trailer	PW-17-010														
2002 CAT Motorgrader (Refurbish)	PW-17-011							30,000							
2002 CAT Motorgrader (Replace)	PW-17-012														
2012 CAT Loader	PW-17-013														
1990 Chevrolet Kodiak Tanker (Refurbish)	PW-17-014						15,000								
Bobcat ToolCat	PW-17-016				47,700										
Miscellaneous Equipment and attachments	PW-17-017				8,000	7,000		8,000	21,000						
Batwing Mower	PW-17-018								65,000						
Zero Turn Mower	PW-17-019					20,100									
Tool Cat (Replacement for 2006 JD Tractor)	PW-17-020					50,000									
2008 Kubota Tractor	PW-17-021														
Computers	PW-17-022	\$	1,425	\$	2,000	\$	2,000	\$	2,000						
Total		\$	611,925	\$	301,950	\$	380,850	\$	213,950	\$	268,250	\$	327,550	\$	288,500
Sources of Funds:															
Transfer from Water		\$	10,000		10,000		10,000		10,000		10,000		10,000		10,000
Transfer from Sewer		\$	10,000		10,000		10,000		10,000		10,000		10,000		10,000
General Property Tax		\$	223,150		223,150		223,150		223,150		230,000		230,000		240,000
Total			243,150		243,150		243,150		243,150		250,000		250,000		260,000
Beginning Cash Balance 06-19-2017		\$	916,737												
Cash Reserves		\$	547,962	\$	489,162	\$	351,462	\$	380,662	\$	362,412	\$	284,862	\$	256,362



**CITY COUNCIL
AGENDA REPORT**
Agenda Item #:
9D

TO: Mayor & City Council
FROM: Joe Kohlmann, City Administrator
SUBJECT: Non-union Employees COLA
DATE: 12/4/2017

OVERVIEW:

The purpose of this report is to determine Non-union employees' cost of living adjustment. This would include all employees not covered by a labor union.

One union contract was recently settled for a 3% cost of living adjustment. Applying this adjustment for non-union employees would make this a consistent amount with at least one of the labor unions. The COLA would go into effect on January 1st, 2018.

Action to be considered:

Motion to approve a cost of living adjustment of 3% to all non-union employees.

City of St Francis City Council Agenda Item
Executive Summary

Title of Item: **CONDITIONAL & INTERIM USE PERMITS:** A request from Verizon Wireless to construct a new cell tower and appurtenant equipment at the unaddressed property to the SW of Hill and Dale Drive & Variolite St. NW; Zoned A-2 (Rural Estate Agricultural) – PIDs 33-34-25-21-0001.

Meeting Date: **12-4-17**

Staff Reporting: **Ben Gozola, City Planner**

Summary: The applicant is proposing to construct a 100 foot tall telecommunications (cell) tower with antennas and related equipment on a vacant 26.71 acre parcel. The proposal requires both a CUP for this type of use in the A-2 District and an IUP for the tower height above 75 feet. The comprehensive plan and zoning code support this use at the proposed location, and the plans have been shown to meet City standards provided a number of conditions of approval are followed.

Recommendations:

- **Staff believes the CUP can be approved with conditions**
- **The Planning Commission unanimously (6-0) recommended approval of the request with conditions**
- **Template motions, recommended findings, and suggested conditions can be found on pages 13 - 16**

List of Attachments:

- A) *Staff Report*
- B) *City Council Resolution of Approval*

City of St. Francis Planning Department
CUP & IUP Report

To: **City Council**

From: Ben Gozola, City Planner

Meeting Date: **12-4-17**

Applicant: **Verizon Wireless**

Property Owner: Raymond H Jones Trustee

Location: Unaddressed property to the SW of Hill and Dale Drive & Variolite St NW
(see page 2)

Zoning: **A-2: Rural Estate Agriculture**

Introductory Information

<i>Project:</i>	The applicant is proposing to construct a 100 foot tall telecommunications (cell) tower with antennas and related equipment.
------------------------	--

<i>CUP& IUP Request(s):</i>	The proposed tower and antennas will require the following permits: 1. A conditional use permit to allow a personal wireless service tower with antennas and related equipment. 2. An interim use permit to allow the proposed personal wireless service tower to exceed the 75 foot height maximum,
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Background/Update

	On October 18, 2017 the St. Francis Planning Commission held a public hearing on a conditional use permit request by Verizon Wireless to allow a cell tower as described above. The Commission elected to table the item to the November 15, 2017 Commission meeting in order to: 1) allow the applicant additional time to address concerns raised by the property owner to the south regarding visual impacts; and 2) allow the applicant to make application for an interim use permit (IUP) to allow for a tower installation of greater than 75 feet in height. Subsequent to the October public hearing, the Commission held a second public hearing on November 15, 2017 to consider the full proposal including the added request for an interim use permit to allow the tower height of 100 feet, plus 9 foot lightning rod. The Commission unanimously recommended approval of both permits.
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Findings

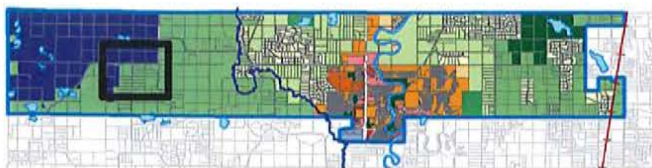
<i>Site Data:</i>	▪ Lot Size $\approx$ 26.71 acres
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**Comp Plan
Guidance:**

- Existing Use – Agricultural land (vacant)
- Existing Zoning – A-2 Rural Estate Agriculture
- Property Identification Number (PID): 33-34-25-21-0001
- The City's 2030 Comprehensive Plan guides this lot for Agricultural use.
- The corresponding zoning assigned to this property (A-2) allows personal wireless service towers and antennas as a conditionally permitted use.



**Unaddressed Vacant Property
PID: 33-34-25-21-0001**



Location within the City of St Francis



Application Review:

Applicable Code Definitions:

CONDITIONAL USE: A use which, because of special problems of control the use presents, requires reasonable, but special, unusual and extraordinary limitations peculiar to the use for the protection of the public welfare and the integrity of the City Comprehensive Plan.

CONDITIONAL USE PERMIT: A permit issued by the City Council in accordance with procedures specified in this Ordinance, as a flexibility device to enable the City Council to assign dimensions to a proposed use or conditions surrounding it after consideration of adjacent uses and their functions and the special problems which the proposed use presents.

INTERIM USE: A temporary use of property until a particular date, until the occurrence of a particular event, or until zoning regulations no longer allow it.

INTERIM USE PERMIT: A permit issued in accordance with procedures specified in this Ordinance, as a flexible device to enable the City Council to assign time limits and conditions to a proposed use after consideration of current or future adjacent uses and their functions.

PERSONAL WIRELESS SERVICE: A device consisting of metal, carbon fiber, or other electromagnetically conductive rods or elements, usually arranged in a circular array on a single supporting pole or other structure, and used for the transmission and reception of wireless communication radio waves including cellular, personal communication service (PCS), enhanced specialized mobilized radio (ESMR), paging and similar services and including the support structure thereof.

TOWER: A self-supporting lattice, guyed or monopole structure constructed from grade which supports personal wireless service antennas. The term antenna tower shall not include amateur radio operators' equipment, as licensed by the FCC.

Applicable City Codes:

- **Chapter 10, Section 6: Conditional Use Permits**
Outlines the general standards required of all conditionally permitted uses within the City of St. Francis.
- **Chapter 10. Section 7: Administration – Interim Use Permits**
Describes the purpose, procedures, criteria, performance standards and termination provisions for interim uses in the city.
- **Chapter 10, Section 22: Antennas**
Outlines the general standards required for all cell towers and antennas within the City.

(cont.)

▪ **Chapter 10, Section 52: A-2 Rural Estate Agriculture District**

Outlines the allowed uses and other general development restrictions within the A-2 zoning district.

Staff Comment:

- The four above referenced city code sections together provide the framework for the establishment and regulation of personal wireless service antennas (PWSA's) and associated support structures in the city.
- The City's zoning code provides for PWSA's on public (and quasi-public) structures and private structures. The code is structured to minimize the number of these structures in the city by encouraging use of public structures and/or co-location on existing structures where feasible.
- New privately owned wireless antennas are allowed in most districts throughout the city as conditional uses, including all agricultural, residential and industrial districts as well as the city's business park district. Privately mounted antennas are allowed on monopole type structures only which are limited to not more than 75 feet in height in all districts except industrial districts where a monopole of 150 feet is allowed.
- In all districts where the 75 foot height limit is proscribed, the PWSA provisions allow for a height increase "as may be allowed by approval of an interim use permit". Additional height restrictions or conditions are not specified in the PWSA code, or differentiated by zoning district.

***Federal
Communications
Commission
Regulations:***

Section 332(c)(7) of the Communications Act preserves state and local authority over zoning and land use decisions for personal wireless service facilities, but sets forth specific limitations on that authority. Specifically, a state or local government may not unreasonably discriminate among providers of functionally equivalent services, may not regulate in a manner that prohibits or has the effect of prohibiting the provision of personal wireless services, must act on applications within a reasonable period of time, and must make any denial of an application in writing supported by substantial evidence in a written record. The statute also preempts local decisions premised directly or indirectly on the environmental effects of radio frequency (RF) emissions, assuming that the provider is in compliance with the Commission's RF rules.

Staff Comment:

Although local jurisdictions are somewhat limited by FCC regulations, the conditional use permitting process allows for local review and oversight of telecommunication facilities, including the imposition of reasonable standards and conditions to ensure that the health, safety and general welfare of the community is

(cont.) | taken into consideration.

**Cell Tower
Performance
Standards:**

Section 22 of the Zoning Code (Antennas) establishes specific standards that all cell phone towers must adhere to within the City of St. Francis. The following is a summary of those requirements as they relate to the subject application.

- (A) General Standards (10-22-2): A number of general standards can be met by via conditions attached to any approval including:*
- o Antennas and/or obsolete equipment must be removed within twelve (12) months of cessation of operation at the site.*
 - o All building and electrical codes must be met, and all applicable permits must be obtained both now and in the future.*
 - o Structure must be constructed per the manufacture's specifications, and shall be verified and approved by a structural engineer.*
 - o No advertising message shall be affixed to the antenna structure or tower.*
 - o Antennas shall not be artificially illuminated unless otherwise required by law or other governmental agency.*
 - o The tower shall be painted a non-contrasting color consistent with the surrounding area such as: blue, gray, brown, or silver, or have a galvanized or oxidized finish to reduce visual impact.*

Staff Comment:

The city's zoning approval provisions in Section 10-3-5 include a requirement for a Performance Agreement upon approval of a conditional use permit. Performance agreements are intended to guarantee conformance and compliance with the conditions of the approval and codes of the city. The attached conditions of approval include these general standards. **Criteria addressed.**

- (B) The height of the antenna shall be the minimum necessary to function satisfactorily, as verified by an engineer or other qualified professional.*

Staff Comment:

The applicant is proposing a monopole design as required by code. The proposed height of the pole is 100 feet plus a nine foot lightning rod. The applicant has provided an engineering analysis which addresses the need for the proposed height in order to provide adequate coverage to the surrounding area. The City Engineer has reviewed the analysis and finds the proposed height is indeed justified to provide the desired service to this area of the City. **Criteria met**

- (C) If a new tower is to be constructed, it shall be designed structurally, electrically,*

(cont.)

and in all respects, to accommodate both the applicant's antennas and comparable antennas for at least one additional use, including, but not limited to, other cellular communication companies, local police, fire and ambulance companies. Towers shall be designed to allow for future rearrangement of antennas upon the tower and to accept antennas mounted at varying heights.

Staff Comment:

The purpose of this provision is to reduce the number of these types of structures due to their visual impact on the environment and to promote economic efficiencies. The applicant is proposing a monopole with an attached Verizon antennae array mounted at the top of the pole at 96 feet above grade. Two additional colocation positions on the pole are being made available for future users below the Verizon antenna installation. **Criteria met.**

- (D)** *Documentation or studies utilized to determine the necessary location and height of the antenna shall be provided*

Staff Comment:

The applicant has provided an engineering study documenting the need for an installation at this location and at the proposed height. As stated, the City Engineer has reviewed the analysis and finds the proposed location is needed to provide better cellular service within the community, and again, the propose height is necessary to maximize effectiveness of the new tower. **Criteria met.**

- (E)** *In addition to the information required elsewhere in this Ordinance, development applications for towers, excluding amateur radio towers, shall include the following supplemental information:*

- *A letter of intent committing the tower owner and their successors to allow the shared use of the tower if an additional use agrees in writing to meet reasonable terms and conditions for shared use.*
- *A copy of the relevant portions of a signed lease which requires the applicant to remove the tower and associated facilities when they are abandoned, unused or become hazardous shall be submitted to the City.*

Staff Comment:

The applicant has provided a letter acknowledging the city's shared use requirement and agreeing to allow additional users in the future. Also, an excerpt from the lease agreement which provides for the removal of the improvements upon expiration or termination of the lease has also been submitted. Pending city attorney review and approval; **criteria met.**

- (F)** *Tower Design (10-22-3): General wireless communication towers shall be of a*

(cont.)

monopole design unless the City Council determines that an alternative design requested by the applicant would better blend into the surrounding environment.

Staff Comment:

The applicant is proposing a monopole design as required by code. **Criteria met.**

- (G)** *Co-Location Requirement (10-22-4): A new tower shall not be approved unless the City finds that the antennas cannot be accommodated on an existing or approved tower, building, or structure within one (1) mile search radius due to a listed reason in code.*

Staff Comment:

Verizon has supplied an analysis of the need for the proposed tower consistent with code provisions. According to the submission, the applicant has demonstrated that location of the antenna, as proposed, is necessary to provide adequate coverage and capacity to areas in the vicinity which cannot be adequately served by locating the antennas in a less restrictive district or an existing structure. Note that trade secret information provided as part of the capacity analysis is classified as non-public data pursuant to Minnesota Statute 13.37. **Criteria Met.**

- (H)** *Setbacks (10-22-5): Towers shall meet the principal structure setbacks of the base zoning district*

Staff Comment:

The proposed tower location meets the setback requirements of the A-2 district. **Criteria met.**

- (I)** *Personal Wireless Service Antennas (10-22-9): The specific standards for Personal Wireless Service Antennas for Agricultural and Residential Districts, including the subject site's A-2, Rural Estate Agricultural District zoning are as follows:*

10-22-9(A)(2): Antennas Not Located Upon a Public Structure or Existing Tower: Personal wireless service antenna not located upon a public or quasi-public structure or existing tower shall require the processing of a conditional use permit and shall comply with the following standards:

- 1) The applicant shall demonstrate by providing a coverage/ interference analysis and capacity analysis prepared by a qualified engineer that location of the antennas as proposed is necessary to meet the frequency reuse and spacing needs of the wireless system and to provide adequate portable coverage and capacity to areas which cannot be adequately served by*

(cont.)

locating the antennas in a less restrictive district.

Staff Comment:

The required analysis was submitted and deemed acceptable by the City Engineer. To achieve the desired coverage in this portion of the community, there is not believed to be a location in a less restrictive zoning district.

Criteria met.

- 2) *If no existing structure which meets the height requirements for the antennas is available for mounting purposes, the antennas may be mounted on a single ground-mounted pole provided that:*
- a) *The pole does not exceed seventy-five (75) feet in height, except as may be allowed by approval of an interim use permit.*
 - b) *The setback of the pole from the nearest residential property line is not less than the height of the antenna. Exceptions to such setback may be granted if a qualified engineer specifies in writing that any collapse of the pole will occur within a lesser distance under all foreseeable circumstances.*

Staff Comment:

The applicant has demonstrated that no existing (height appropriate) structure is available for colocation within the specified one-mile radius. The proposal is for a 100 foot high monopole with a 9-foot lighting rod would be placed atop the pole bringing the total height to 109 feet. The proposed setback of the pole from the closest property line (to the south) matches the height of the pole. **Setback Criteria Met.**

Subsequent to the October Planning Commission meeting, Verizon has made application for an interim use permit to allow for the height of the monopole to exceed the 75 foot standard established for most districts (to allow for the proposed 109 foot pole height). The PWSA code citation referenced above allows for a height increase as may be allowed by an interim use permit. The IUP zoning provisions provide cross reference to both the conditional use permit approval criteria and performance standards. Therefore, the additional IUP provisions, as they relate to the increased height issue, do not significantly change the standards of approval or the performance standards previously outlined for the Verizon CUP.

As previously pointed out, the IUP provisions for cell towers as currently constructed are unusual and ambiguous. The requirement that an "interim use permit" be procured as a subset of an over-riding conditional use permit in order to approve a height in excess of 75 feet should be analyzed. Staff is recommending the City examine this (and similar) provisions in the future as

(cont.)

the requirement seems to make little sense. One of the main goals of St. Francis (and most communities) when it comes to cell towers is to limit the number of installations throughout the community. To ensure this happens, cities require engineering studies to show the location is necessary to address a coverage gap, and that the proposed monopole height is justified to maximize the tower's effectiveness. It is hard to imagine a scenario under which a community would determine a certain height was necessary to maximize effectiveness of the installation, and then later require the pole be lowered thereby (potentially) requiring another monopole be erected in a (relatively) nearby location.

- 3) *Transmitting, receiving and switching equipment shall be housed within an existing structure whenever possible. If a new equipment building is necessary for transmitting, receiving and switching equipment, it shall be situated in the rear yard of the principal use and shall be screened from view by landscaping where appropriate.*
- 4) *At the discretion of the City, a security fence not greater than eight (8) feet in height with a maximum opacity of fifty (50) percent shall be provided around the support structure.*
- 5) *The interim use permit provisions of Chapter 7 of this Ordinance are considered and determined to be satisfied.*

Staff Comment:

The applicant's proposal does not currently include a building to contain the ancillary ground mounted equipment associated with this type of installation. Should the CUP be approved, staff is recommending a number of conditions which include a requirement for an architecturally appropriate building to house the equipment, and an eight foot high security fence with screening slats and landscaping to buffer the installation. **Criteria Met with conditions for 3 and 4 above.**

Condition 5 above requires that the interim use provisions of Chapter 7 be considered and satisfied. Chapter 7 utilizes the same procedures, criteria, and performance standards as proscribed for a conditional use. Therefore, much of the analysis already completed for the Verizon CUP applies to the IUP.

Additional performance standards as specified for an IUP are as follows:

- a) The date or event that will terminate the use can be identified with certainty.
- b) The use will not impose additional unreasonable costs on the public.
- c) The user agrees, in writing, to any conditions that the City Council deems

(cont.)

appropriate for permission of the use, including the specified termination date or event.

- d) The use is specifically allowed as an interim use in the respective zoning district.

Chapter 7 also specifies events of termination for an IUP as:

- a) The date or event stated in the permit.
- b) Upon violation of conditions under which the permit was issued.
- c) The property is redeveloped to a permitted or conditional use allowed in the respective zoning district.

In the case of the subject property, the potential for urbanization in the near future is remote. Even if urbanization was eminent, cell towers are increasingly common in urban settings and the proposed height of 100 feet is not uncommon in the metropolitan area. In order to address the IUP termination performance standards, we are simply recommending that the termination of the use be specified in the permit as coterminous with the Verizon lease term provisions including any extensions. Furthermore, any violations of the conditional or interim use permits could also trigger a revocation procedure by the City as provided for by ordinance. Lastly, the General Standards (10-22-2) of the City's Antenna ordinance requires removal of "all obsolete and unused antennas ...within twelve months of cessation of operation at the site". This stipulation is included in the attached conditions of approval and will be incorporated into the proposed development agreement as a shared responsibility of the applicant and the fee owner of the property.

**CUP & IUP
Standards
Review:**

Issuance of a CUP and IUP requires an analysis of the proposed use against the specific review criteria established in code. Staff has reviewed the City's criteria as they pertain to the proposed cell phone tower, and we offer the following analysis for consideration:

General review Criteria (10-6-3):

- 1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the Official City Comprehensive Plan.***

Staff Comment:

Cell towers are recognized as an important contributor to public safety, and the applicants have demonstrated a need for the equipment in the proposed location.

(cont.)

The plans have also been considered in relation to the specific policies and provisions of code as outlined above. **Criteria met.**

2. *The proposed use is or will be compatible with present and future land uses of the area.*

Staff Comment:

Personal wireless service towers with antennas and related equipment are conditionally permitted in the A-2 zoning district, and required standards for such are designed to ensure compatibility with present and future land uses throughout the City. Provided the applicant demonstrates compliance with the performance standards outlined in code, we find this **criteria is met.**

3. *The proposed use conforms with all performance standards contained in this Ordinance.*

Staff Comment:

The performance standards for personal wireless service antennas and towers, and related equipment were reviewed on pages 4 – 10 of this report. Along with the attached conditions of approval; **Criteria met.**

4. *The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.*

Staff Comment:

The proposed facility can be accommodated by existing public services and will pose no unique burden on the City's service capacities. If anything, improved cell coverage will be important for emergency responders in the area, so services may improve. **Criteria met.**

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

Staff Comment:

As the use will not generate more than a few trips per year, there is no concern about traffic in the area being impacted by the requested CUP. **Criteria met.**

***Additional
Information:***

- Verizon's plan sets and submitted information follow this report.

Engineering Report: ▪ City Engineer review of the plans and technical requirements are provided in the attached memo to the city dated October 11, 2017.

Public Comment: ▪ At the October 18, 2017 Planning Commission meeting, the neighbor to the south of the subject property expressed concern over the proximity of the tower to his property. Verizon agreed to provide further analysis of the visual impact of the facility for consideration at the November 15, 2017 commission meeting.

Planning Commission Review: ▪ The Planning Commission held two (2) public hearings on this request and received public feedback at both hearings. The second public hearing was necessitated by the need for an additional application for a required interim use permit for the proposed tower height exceeding 75 feet and to allow Verizon to provide additional visual analysis of the impact of the tower on neighboring properties.
▪ At the November 15, 2017 Planning Commission hearing, the Commission unanimously recommended approval of both permit requests.

Conclusion:

The following is a summary of the requested conditional use and interim use permits along with staff's recommendations.

- **Request for a conditional use permit** to authorize a "wireless telecommunications service antennae and support structure" on the unaddressed property to the SW of Hill and Dale Drive & Variolite St. NW.
- **Request for an interim use permit** to allow a tower to exceed 75 feet in height (for a total height of 100 feet plus a 9' lightning rod).
- **Staff & PC Recommendation: APPROVAL of both the CUP and IUP with combined conditions**, based on the fact that the provided plans with proposed conditions are in conformity to City standards required for telecommunications service antennae and support facilities.

Council Options: The City Council has the following options:

A) APPROVE THE REQUEST based on the applicant's submittals and findings

(cont.)	of fact.
	B) DENY THE REQUEST based on the applicant's submittals and findings of fact.
	C) TABLE THE ITEM and request additional information.
	▪ Based on an application date of 09/18/2017, the 60-day review period for the CUP application expires on 11/17/2017. This deadline has been extended an additional 60 days to allow for additional analysis of the visual impacts of the project as requested by the Planning Commission, and to allow for the applicant's request for an IUP to be considered concurrently with the CUP at the November 15, 2017 Planning Commission meeting. As extended, the final deadline for a decision on the CUP is 1/16/18.
Template Denial Motion: (not recommended)	▪ "I move that we deny the requested conditional and interim use permits based on the following findings of fact:" ○ (provide findings to support your conclusion)
Template Approval Motion: RECOMMENDED	▪ "I move we approve the requested conditional and interim use permits based on the findings of fact in the staff report, the Planning Commission's input and recommendation, and subject to the conditions listed on pages 14 through 16 as may have been amended here tonight."
Suggested Findings of Fact:	1. The proposal is consistent with the Agricultural designation in the City's Comprehensive Plan as telecommunication uses are a conditional use in the city's agricultural zoning districts. 2. The city acknowledges the need for telecommunications facilities in the community to provide service to residents and businesses. 3. The Verizon proposal is necessary for continued adequate service for area users and that the need for the facility cannot be met through colocation on other existing towers or facilities in the immediate area. 4. The proposed monopole tower and antennae are designed to minimize the visual impact to the area. 5. The proposed tower, appurtenant equipment and enclosure design when modified consistent with the conditions recommended by the City's Planning Commission, will not have a significant detrimental impact on the

(cont.)	surrounding neighborhood. 6. With the recommended conditions attached to the approval of the conditional and interim use permits, the site will maintain safe and healthful conditions.
Recommended Conditions:	1. All obsolete and unused antennas shall be removed by the property owner within twelve (12) months of cessation of operation at the site. 2. All antennas shall be in compliance with all City building and electrical code requirements and as applicable shall require related permits. 3. Structural design, mounting and installation of the antenna shall be in compliance with manufacturer's specifications, and as may be necessary as determined by the Zoning Administrator and Building Official, shall be verified and approved by a structural engineer. 4. Written authorization for antenna erection shall be provided by the property owner. 5. No advertising message shall be affixed to the antenna structure, tower or other site improvements. 6. Tower shall be painted a non-contrasting color consistent with the surrounding area such as: blue, gray, brown, or silver, or have a galvanized or oxidized finish to reduce visual impact. 7. All application materials plans and specifications are incorporated by reference and made part of the conditional use permit. 8. Transmitting, receiving and switching equipment shall be housed within a new equipment building. Architectural design to be approved by the city prior to receiving a building permit. 9. The proposed security enclosure will be constructed with an eight foot chain link fence and gate equipped with tubular vinyl slats. Final design to be approved by city staff prior to building permitting. 10. The proposed landscape plan will include a 20 foot buffer zone between the installation and the property to the south. In addition, the plan will include red maple trees, with a minimum size of 2-1/2 inch, balled and burlap stock, with consideration given to screening from all sides. 11. No lighting will be allowed on the proposed pole unless required by another

- (cont.)
- governmental agency.
12. The applicant to satisfy the city engineer's requirements for an acceptable grading and storm water pollution prevention plan.
 13. Adequate erosion control shall be in place throughout the duration of the project.
 14. Ground cover shall be established with final landscaping as quickly as possible following final grades and completion of construction activities.
 15. Damage to adjacent roadways caused by construction activities or deliveries related to this project shall be repaired at the applicant's expense.
 16. The applicant and property owner both agree to enter into a development agreement with the city and to be equally responsible for decommissioning the site and removing all improvements when the lease expires and/or the facility becomes abandoned.
 17. The applicant and property owner will enter into a development agreement which specifies and incorporates the terms and conditions of the conditional use permit and interim use permit approvals.
 18. A financial security (or securities), will be provided to the city to ensure the installation of enhancements including; proposed equipment building, landscaping, grading and stormwater management improvements, the screening fence enclosure and for the final decommissioning of the site.
 19. The applicant shall sign a consent agreement from the City of St. Francis agreeing:
 - a. *That the applicant, owner, operator, tenant and/or user has no entitlement to future re-approvals of the Interim Use Permit;*
 - b. *That the interim use will not impose additional cost on the public if it is necessary for the public to fully or partially take the property in the future; and*
 - c. *That the applicant, owner, operator, tenant and/or user will abide by conditions of approval attached to the Interim Use Permit.*
 20. The interim use shall terminate upon an event of either a violation of the conditions of the conditional use permit, or upon expiration of the original lease term including any extensions thereto.
 21. In the event the interim use is discontinued, the permit shall lapse by non-use

(cont.) | six (6) months after notice from the City.

cc: Applicant-Verizon Agent; Eddie Buell, Buell Consulting

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

RESOLUTION 2017 - 47

**A RESOLUTION APPROVING CONDITIONAL AND INTERIM USE PERMITS TO
ALLOW A TELECOMMUNICATIONS FACILITY AND TOWER EXCEEDING
SEVENTY-FIVE FEET IN HEIGHT
ON THE UNADDRESSED PROPERTY
(P.I.N. 33-34-25-21-0001)**

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of St. Francis, Minnesota was held on the 4th day of December, 2017. The following members were present:

Council Member _____ introduced the following Resolution and moved its adoption:

WHEREAS, the City of St. Francis is a municipal corporation, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City Council of the City of St. Francis has adopted a comprehensive plan and corresponding zoning regulations to promote orderly development and utilization of land within the city; and,

WHEREAS, Verizon Wireless ("Applicant") is the proposed lessee of the property located at the unaddressed parcel generally located at the SW of Hill and Dale Drive & Variolite St. NW ("Subject Property") which is legally described as follows:

See Attachment A

WHEREAS, the Property is a vacant parcel zoned A-2 (Rural Estate Agricultural); and

WHEREAS, the Applicant is seeking both a Conditional Use Permit (CUP) for a new telecommunications (cell) tower, and an Interim Use Permit (IUP) to allow the tower to exceed 75 feet in height; and

WHEREAS, the comprehensive plan guides this lot for Agricultural use; and

WHEREAS, the corresponding zoning assigned to the property (A-2) allows a telecommunications tower as a conditionally permitted use; and

WHEREAS, the City's Personal Wireless Service Antenna ordinance allows for towers in certain districts (including the A-2 District) to exceed 75 feet in height through an interim use permit; and

WHEREAS, staff fully reviewed the request and prepared a report complete with findings and recommendations for Planning Commission and City Council consideration; and

WHEREAS, the Planning Commission on October 18, 2017, opened and closed a duly noticed public hearing and considered the applicant's submission, the contents of the staff report, public testimony, and other evidence available to the Commission; and tabled the request for a conditional use permit to allow the applicant to apply for an interim use permit for height consideration; and

WHEREAS, subsequent to the October public hearing, the Applicant applied for an interim use permit to address the City's requirements for a tower in excess of 75 feet in the A-2 zoning district; and

WHEREAS, the Planning Commission on November 15, 2017, opened and closed a second duly noticed public hearing and once again considered the applicant's submission, the contents of the staff report, public testimony, and other evidence available to the Commission; and made recommendations for consideration by Council; and

WHEREAS, the City Council subsequently considered on December 4, 2017, the recommendations of Staff and the Planning Commission, the Applicant's submissions, the contents of the staff report, public testimony, and other evidence available to the Council;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Francis hereby approves both a Conditional Use Permit (CUP) to allow a new telecommunications tower and appurtenant equipment and an Interim Use Permit (IUP) for a tower exceeding 75 feet to allow the proposed 100 foot tower (plus 9 foot lightning rod) at the Subject Property based on the following findings of fact:

1. The proposal is consistent with the Agricultural designation in the City's Comprehensive Plan as telecommunication uses are a conditional use in the city's agricultural zoning districts.
2. The city acknowledges the need for telecommunications facilities in the community to provide service to residents and businesses.
3. The Verizon proposal is necessary for continued adequate service for area users and that the need for the facility cannot be met through colocation on other existing towers or facilities in the immediate area.
4. The proposed monopole tower and antennae are designed to minimize the visual impact to the area.
5. The proposed tower, appurtenant equipment and enclosure design when modified consistent with the conditions recommended by the City's Planning Commission, will not have a significant detrimental impact on the surrounding neighborhood.

6. With the recommended conditions attached to the approval of the conditional and interim use permits, the site will maintain safe and healthful conditions.

BE IT FURTHER RESOLVED, that approval of the Conditional Use and Interim Use Permits for the proposed telecommunication tower exceeding 75 feet in height shall be subject to the following conditions:

1. All obsolete and unused antennas shall be removed by the property owner within twelve (12) months of cessation of operation at the site.
2. All antennas shall be in compliance with all City building and electrical code requirements and as applicable shall require related permits.
3. Structural design, mounting and installation of the antenna shall be in compliance with manufacturer's specifications, and as may be necessary as determined by the Zoning Administrator and Building Official, shall be verified and approved by a structural engineer.
4. Written authorization for antenna erection shall be provided by the property owner.
5. No advertising message shall be affixed to the antenna structure, tower or other site improvements.
6. Tower shall be painted a non-contrasting color consistent with the surrounding area such as: blue, gray, brown, or silver, or have a galvanized or oxidized finish to reduce visual impact.
7. All application materials plans and specifications are incorporated by reference and made part of the conditional use permit.
8. Transmitting, receiving and switching equipment shall be housed within a new equipment building. Architectural design to be approved by the city prior to receiving a building permit.
9. The proposed security enclosure will be constructed with an eight foot chain link fence and gate equipped with tubular vinyl slats. Final design to be approved by city staff prior to building permitting.
10. The proposed landscape plan will include a 20 foot buffer zone between the installation and the property to the south. In addition, the plan will include red maple trees, with a minimum size of 2-1/2 inch, balled and burlap stock, with consideration given to screening from all sides.
11. No lighting will be allowed on the proposed pole unless required by another governmental agency.
12. The applicant to satisfy the city engineer's requirements for an acceptable grading and storm water pollution prevention plan.
13. Adequate erosion control shall be in place throughout the duration of the project.

14. Ground cover shall be established with final landscaping as quickly as possible following final grades and completion of construction activities.
15. Damage to adjacent roadways caused by construction activities or deliveries related to this project shall be repaired at the applicant's expense.
16. The applicant and property owner both agree to enter into a development agreement with the city and to be equally responsible for decommissioning the site and removing all improvements when the lease expires and/or the facility becomes abandoned.
17. The applicant and property owner will enter into a development agreement which specifies and incorporates the terms and conditions of the conditional use permit and interim use permit approvals.
18. A financial security (or securities), will be provided to the city to ensure the installation of enhancements including; proposed equipment building, landscaping, grading and stormwater management improvements, the screening fence enclosure and for the final decommissioning of the site.
19. The applicant shall sign a consent agreement from the City of St. Francis agreeing:
 - a. *That the applicant, owner, operator, tenant and/or user has no entitlement to future re-approvals of the Interim Use Permit;*
 - b. *That the interim use will not impose additional cost on the public if it is necessary for the public to fully or partially take the property in the future; and*
 - c. *That the applicant, owner, operator, tenant and/or user will abide by conditions of approval attached to the Interim Use Permit.*
20. The interim use shall terminate upon an event of either a violation of the conditions of the conditional use permit, or upon expiration of the original lease term including any extensions thereto.
21. In the event the interim use is discontinued, the permit shall lapse by non-use six (6) months after notice from the City.

The motion for adoption of the foregoing resolution was duly seconded by Council Member _____ and, upon vote being taken thereon, the following voted in favor thereof: _____. The following voted against or abstained: _____.

Whereupon the resolution was declared duly passed and adopted the 4th day of December, 2017.

Steven D. Feldman, Mayor

ATTEST:

Barb Held, City Clerk

Dated

The undersigned Applicants have read, understand and hereby agree to the terms of this resolution and on behalf of himself/herself, his/her heirs, successors and assigns, hereby agree to the conditions set forth above, and to the recording of this resolution and attachments in the chain of title of the property.

Dated _____
Raymond H. Jones (Trustee)

Dated _____
Verizon Wireless

Subscribed and sworn to before me this _____ day of _____, 2017.

Notary Public

ATTACHMENT A
Legal Description – Subject Property

The Northeast Quarter of the Northwest Quarter of Section 33, Township 34, Range 25, Anoka County, Minnesota, Except the West 334.60 Feet Thereof.

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

9 F

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: City Code, Chapter 6 Ordinance amendment to add Section 14 Peddlers,
Solicitors, and Transient Merchants
DATE: 11/29/2017

OVERVIEW:

City staff requested Sambatek to address a gap in our process as it relates to the City Code and the internal process for Peddlers, Solicitors, Canvassers and Transient Merchants licenses. It is common for Cities to put a process in place to address solicitation to protect residents against unethical sales practices. The process is used to knowledge who is within our community, the reason they are here and complete a background check for public safety.

A license of this type is used for those who sell goods while traveling from place to place by foot or vehicle. Typically it is seen in door to door sales such as contractors for storm damage, organizations selling books, home improvement offers, etc. The individuals are offering goods and services that are not affiliated with our local organizations, schools or non-profits.

Working with Sambatek it was clear that as we have used Chapter 8 for this type of business license in the past, we needed to include a license process in Chapter 6 to clarify process and expectations.

ACTION TO BE CONSIDERED:

Council is being requested to consider moving forward the proposed changes to Chapter 6 addressing the language added for Peddlers, Solicitors and Transient Merchants

BUDGET IMPLICATION:

None

Attachments: Sambatek Ordinance Packet

Memorandum

DATE: Wednesday, November 29, 2017
TO: St. Francis City Council
FROM: Jim Robinson, Associate Planner
SUBJECT: Peddlers and Solicitors Ordinance

Background

The City of St. Francis currently regulates solicitors including peddlers, canvassers and transient merchants, through City Code Chapter 8: Public Protection, Crimes and Offenses. This ordinance includes the following sections: purpose statement, definitions, prohibited solicitation practices and a duration section. The effective date of the Ordinance is 06-01-1990.

Chapter 8 defines a solicitor as including, “such common terms as peddler, transient merchant and canvasser”. The ordinance further defines two types of solicitation including, *business solicitation* and *contribution solicitation*. *Business solicitation* is broadly defined to include an attempt by a solicitor to sell or distribute goods or services for personal, family, or household purposes by telephone or in person, other than at an established place of business. Four exceptions or exclusions are also listed including: 1) solicitation when the solicitor personally knows the solicitee; 2) when the solicitee has first contacted the solicitor; 3) solicitation of a newspaper subscription; and 4) solicitation for sale of farm or garden products cultivated by the solicitor. *Contribution solicitation* is defined as an attempt by a solicitor to obtain money from a solicitee for any cause or purpose by telephone or in person, other than at an established place of meeting, business service or activity of the organization represented by the solicitor. Two exceptions are listed and include: 1) the solicitation in which the solicitor, his or her organization and the identity of the services are known to the solicitee; and 2) solicitation in which the solicitee has first initiated contact with the solicitor.

Chapter 8 further includes a licensing reference for both *contribution and business solicitations*. Section C. Prohibited Solicitation Practices, includes: Paragraph 5, which states that; “It is unlawful for any person to engage in *contribution solicitation* without completion of licensing or registration as herein provided”. And, Paragraph 6, which states, “It is unlawful for any person to engage in business solicitation without a license issued by Anoka County and without registering such license with the City”.

The city’s current regulations regarding both contribution canvassing and business solicitation are vague. First the contribution solicitation reference to licensing, “*as provided herein*”, lacks specificity, as there is no

further direction in Chapter 8, and no reference to the licensing requirements the city utilizes in Chapter 6: Business Regulation and Licensing. Secondly, the *business solicitation* reference to and reliance on Anoka County to regulate solicitors is tenuous as it does not provide for any significant city oversight. The county regulations (pursuant to MN Stat. 329.11) only pertain to *out of state* businesses, when coming to the county to do business [emphasis added]. While this provision would provide some oversight of out of state solicitors (for example, contractors who go door to door after storm damage in a community to solicit contracts for home restoration such as roofing and siding restoration) the language leaves the majority of business solicitors as defined by the city's ordinance without regulation.

The city's business licensing requirements are detailed in the city code at Chapter 6 and include sections, dealing with administration and the twelve-business types requiring a license from the city. Chapter 6 defines Business as— "any activity, occupation, sale of goods or services, or transaction that is either licensed or regulated, or both licensed and regulated by the terms and conditions of this Chapter". Chapter 6 currently does not currently include a citation requiring licensing requirements for solicitors, peddlers, hawkers, canvassers, or transient merchants. Chapter 6 does however contain a sole reference to solicitors at Section 6:1-7: Carrying or Posting; but only requires solicitors to carry proof of licensing when soliciting.

The application procedures and requirements for business licensing in the city are detailed in the first section of Chapter 6, and then further referred to and expanded upon in the twelve-businesses enumerated in the code sections that follow the application requirements. The ordinance's administrative requirements include the following sections:

1. Violation a Misdemeanor
2. Definitions
3. Applications
4. Inspections
5. Action on Application, Transfer, Termination, and Duplicate License
6. Fixing License Fees
7. Carrying or Posting
8. Penalty for Property Owner
9. Responsibility of Licensee
10. Renewal of License
11. Insurance Requirements
12. License Denial and Fixing Rates – Hearing
13. Worker's Compensation

The twelve-business types enumerated in the Chapter are subject to the above referenced application provisions and several also have their own unique provisions enumerated within their distinct section. By adding the peddlers, solicitors and transient merchant licensing requirements to Chapter 6, the city may follow this same format by adding application provisions and regulations tailored to these specific activities.

Purpose

The general rationale for establishing an ordinance to regulate peddlers, solicitors and transient merchants is to provide a reasonable amount of oversight by the city to ensure that its residents are protected from unregulated commerce of a temporary or transient nature. Regulations in the draft ordinance include: application and review procedures, eligibility standards, enforcement and revocation procedures. Together, these regulations are designed to protect the public's health, safety and general welfare, including: protecting the privacy of residents and preventing fraud, and other criminal activities.

Regulation Practices

Regulation practices and procedures for these types of activities vary widely from city to city. Most cities utilize the more rigorous licensing procedures for peddlers, solicitors, and transient merchants and either exempt canvassing altogether, or only require a registration for some forms of the activity –such as fund raising or contribution canvassing. Due to court rulings, the city attorney has recommended that the city refrain from regulating “non-commercial door-to-door advocates” as defined by the League of Minnesota Cities and as included in the attached draft ordinance. Other cities simply require an administrative registration procedure for all types of solicitation. The City of St. Francis’ current ordinance relating to *contribution solicitation (similarly defined as non-commercial door-to-door advocacy)* includes language which requires either licensing or registration as provided in the ordinance, but without further direction as to the procedures required. The new ordinance would clarify that this type of door-to-door (free speech) activity would be exempt from city licensing and registration.

Definitions

Definitions are important in differentiating various forms of solicitation in order to establish a clear and enforceable ordinance. After reviewing definitions of solicitors, peddlers, hawkers, canvassers and transient merchants, from several sources including the League of Minnesota Cities (the League), we found several commonalities which have been incorporated into the draft ordinance.

First the term “peddler” generally refers to a person who goes from place to place, including door to door, to attempt to sell goods which are *immediately deliverable* upon sale. The term “hawker” is generally used synonymously with the term peddler and is sometimes included in the definition of peddler.

The term “solicitor” is generally used similarly to the term peddler but with a key distinction being that a solicitor is a person going from place to place with the intent of taking orders for goods or **services** to be delivered at a **future time**.

Transient merchants are distinct from peddlers and solicitors as they offer goods or services in a fixed location and facility which is temporary in nature. The goods or service may be available immediately or in the future. Examples of such merchants would include Christmas tree vendors, food stands and lawn and garden retailers.

Background checks are included in the draft ordinance provisions as a prerequisite for approval of licensing of all regulated activities including, peddlers, solicitors and transient merchants.

The term canvasser (also referred to as a “non-commercial door-to-door advocate”) is often defined as a person who goes from place to place for the primary purpose of disseminating religious, political, social, or other ideological beliefs. This activity may include pamphleteering and fund raising. This type of activity is protected under state and federal free speech provisions and may not be infringed upon by city ordinance.

Proposed Ordinance

Based on our review of League recommendations, other area cities regulations, and the City of St. Francis’ past practice of regulating these types of activities, we have organized the new ordinance around the three previously mentioned groupings: peddlers, solicitors, and transient merchants. Due to the temporary nature of peddlers, solicitors and transient merchants and their potential for negative impact on the community, we are recommending that they be licensed by the City under Chapter 6 – Business Regulations and Licensing, as outlined in the draft ordinance. Non-commercial door-to-door advocate activities (including non-commercial contribution canvassing, as currently referenced in the city’s ordinance) would become exempt from regulation consistent with court rulings and the League recommendations. This distinction provides for oversight of commercial oriented door-to-door solicitation and transient merchant activities while recognizing and respecting the state and federal rights to freedom of speech under the constitution for non-commercial door-to-door advocate undertakings. A complete listing of other exemptions to licensing included in the draft ordinance can be found under Section 6-14-3 (A), Exceptions.

The draft regulations also include specific application procedures as well as grounds for denial based on *Ineligibility* criteria listed in Section 6-14-4. The City Clerk is established as the licensing agent for the process and may issue or deny license applications for the activities based on the criteria provided in the draft ordinance. Upon denial, an appeal process before the City Council is provided for. In addition, any action to suspend or revoke a license would require City Council approval, and a public hearing before the Council is provided for a licensee who wishes to appeal a revocation or suspension. A comprehensive list of *Standards of Conduct and Prohibited Activities* is also provided at Section 6-14-7.

Recommendation

A related action required concurrently with the adoption of the new Solicitors’ Ordinance is the repeal of current code language at Chapter 8-4-7 “Solicitors”. The attached draft ordinance adds a new Section 14: Peddlers, Solicitors, and Transient Merchants to Chapter 6: Business Regulation and Licensing and repeals the existing language in Chapter 8, at Section 8-4-7 Solicitors. The ordinance as outlined is ready for input and first reading by the City Council. Staff recommends adoption of first reading.

ORDINANCE NO. 236, SECOND SERIES

CITY OF ST. FRANCIS

ANOKA COUNTY

STATE OF MINNESOTA

BY ACT OF THE CITY COUNCIL, THIS ORDINANCE AMENDS

**CITY ORDINANCE 236, SECOND SERIES WITH THE FOLLOWING ORDINANCE
AMENDMENTS RELATING TO THE REGULATION OF PEDDLERS, SOLICITORS,
AND TRANSIENT MERCHANTS.**

**THE CITY OF ST. FRANCIS ORDAINS THE FOLLOWING LANGUAGE
AMENDMENTS TO ORDINANCE 236, SECOND SERIES:**

Section 1. Code Amended. Chapter 8 Section 4-7 Entitled SOLICITORS shall be amended as follows:

~~8-4-7: SOLICITORS.~~

~~A. Purpose. This Section is not intended to in any way hinder, delay or interfere with legitimate business or organizational activities. The Council finds, however, that solicitors have used public streets and their direct contact with residents of the City for the illegitimate solicitation practices or harassment, nuisance, theft, deceit, or menacing, troublesome or unlawful activities. This Section is intended to ferret out and control: (1) businesses and organizations using solicitation as a means of concealing unlawful activities; and (2) businesses and organization which, though its activities be lawful or even commendable, use such illegitimate practices in solicitation; and, (3) individual natural persons who, though they represent lawful businesses and organizations, use such illegitimate solicitation practices. The Council further finds that a large number of the residents of the City are employed as their livelihood and means of support by manufacturing plants and other businesses on shifts rotating between night and day, and to disturb them during their sleeping hours for the purpose of solicitation is a source of nuisance or even harassment and should be subject to control.~~

~~B. Definitions. The following terms, as used in this Section, shall have the meaning stated:~~

~~1. "Solicitor" means any person making the solicitation, including such common terms as "peddler", "transient merchant" and "canvasser".~~

~~2. "Solicitee" means the person solicited.~~

~~3. "Goods" means any tangible thing of value including money if the selling price exceeds the face value thereof. The term includes such chattels as are furnished or used at the time of sale or subsequently in the modernization, rehabilitation, repair, alteration, improvement or construction of real property so as to become a part thereof whether or not severable there from.~~

~~4. "Services" means work, labor, or services of any kind.~~

~~5. "Established place" means real estate in the City owned, leased on a month-to-month or term certain longer than thirty (30) days. The term includes a booth, compartment, or area leased or assigned during and for the length of an event or occasion.~~

~~6. "Business solicitation" means an attempt by a solicitor, engaging in transactions of the same kind, to sell or distribute for a consideration any goods or services primarily for personal, family, or household purposes, when either the solicitor or person acting for him contact the solicitee by telephone or in person, other than at the established place of business of solicitor, except: (1) an attempted solicitation in which the solicitee personally knows the identity of the solicitor, the name of the business firm or organization he represents, and the identity or kinds of goods, services or things of value offered; or, (2) an attempted solicitation in which the solicitee has first initiated the contact with the solicitor; or, (3) an attempted solicitation of a newspaper subscription in which the solicitor is a minor child engaged in both the delivery and sale of the newspaper; or, (4) an attempted solicitation for the sale of products of a farm or garden occupies or cultivated by the solicitor, when facts of such occupancy or cultivation are proven by the solicitor.~~

~~7. "Contribution solicitation" means an attempt by a solicitor to obtain money from a solicitee for any cause or purpose, when either the solicitor or person acting for him contacts the solicitee by telephone or in person other than at the established place of meeting, business, service, or activity of the organization represented by the solicitor, except: (1) an attempted solicitation in which the solicitee personally knows the identity of the solicitor, the name of the organization he/she represents, and the identity of the services performed or offered by the organization, or, (2) an attempted solicitation in which solicitee has first initiated the contact with the solicitor or the organization represented by him.~~

~~C. Prohibited Solicitation Practices.~~

~~1. It is unlawful for any solicitor to engage in solicitation for any unlawful business or organizational purpose or activity.~~

~~2. It is unlawful for any solicitor to practice harassment, nuisance, theft, deceit, or menacing, troublesome or otherwise unlawful activities during the course of solicitation.~~

~~3. It is unlawful for any solicitor to enter, or attempt to gain entrance, to residential premises displaying at such entrance a sign at least three and three quarters (3¾) inches long and three and three quarters (3¾) inches high with the words "Peddlers and Solicitors Prohibited" or "Solicitors Prohibited" in type not smaller than forty-eight (48) point.~~
~~4. It is unlawful for any solicitor to refuse to leave business premises when requested by the owner, lessee, or person in charge thereof.~~

~~5. It is unlawful for any person to engage in contribution solicitation without completion of licensing or registration as herein provided.~~

~~6. It is unlawful for any person to engage in business solicitation without a license issued by Anoka County and without registering such license with the City.~~

~~D. Duration of Contribution Solicitation Registration. Registration of contribution solicitation shall expire sixty (60) days after registration is approved.~~

Source: City Code Effective Date: 06-01-1990: Deleted in Entirety 9- -17: See Chapter 6-14.

Section 2. Code Enacted. Chapter 6, Section 14 of the St. Francis City Code Entitled PEDDLERS, SOLICITORS, AND TRANSIENT MERCHANTS shall be enacted as follows:

SECTION 14

PEDDLERS, SOLICITORS, AND TRANSIENT MERCHANTS

SECTION:

- 6-14-1: Purpose
- 6-14-2: Definitions
- 6-14-3: Regulation Established Application for License
- 6-14-4: License Ineligibility
- 6-14-5: Transient Merchant License
- 6-14-6: Peddler and Solicitor License
- 6-14-7: Standards of Conduct
- 6-14-8: Suspension-Revocation – Prohibited Activities
- 6-14-9: Exclusion by Placard
- 6-14-10: Penalty-Enforcement
- 6-14-11: Severability

6-14-1: Purpose. The City Council finds that peddlers, solicitors, and transient merchants, by virtue of the temporary nature of their business and the lack of permanent location for their operations, present unique consumer protection problems. In order to protect the health, safety, and welfare of the community and pursuant to the authority granted by Minn. Stat. § 329.15, the City of St. Francis herein licenses and regulates all peddlers, solicitors and transient merchants operating within the city, as described herein. The purpose of this chapter of the city code is to prevent fraud and criminal activity, such as burglary, theft, and assault and to protect the privacy of residents in their homes by requiring peddlers, solicitors and transient merchants to be licensed, and to impose restrictions on their operations within the city that are narrowly tailored to address the risks these operations pose to the public health, safety and welfare. It is not the purpose of this ordinance to burden interstate commerce or interfere with constitutionally protected rights under the First Amendment of the United States Constitution or Art. I, Section 3 of the Minnesota Constitution.

6-14-2: Definitions. Unless the context clearly indicates otherwise, the words below are defined for the purpose of this section as follows:

- A. "Licensee" means an individual, partnership, corporation or association licensed within the city under this section and also includes a person who is or will be conducting the regulated activity on behalf of the licensee.
- B. "Non-Commercial Door to Door Advocate" means a person who goes door-to-door for the primary purpose of disseminating religious, political, social, or other ideological beliefs. For purpose of this ordinance, the term door-to-door advocate shall fall under the term solicitor and include door-to-door canvassing and pamphleteering intended for non-commercial purposes.
- C. "Non-profit" means an organization that currently has tax-exempt status from either the state or federal government and provides written evidence of that status.
- D. "Occupant" means a person living, staying, or working at a residence, including a guest.
- E. "Peddler" means a person who goes from house-to-house, door-to-door, business-to-business, street-to-street, or any other type of place-to-place movement, for the purpose of offering for sale, displaying for exposing for sale, selling or attempting to sell, and delivering immediately upon sale, the goods, wares, products, merchandise, or other personnel property that the person is carrying or otherwise transporting. For purpose of this ordinance, the term peddler shall have the same common meaning as the term hawker.
- F. "Person" means any natural individual, group, organization, corporation, partnership or association. As applied to groups, organizations, corporations, partnerships and associations, the term shall include each member, officer, partner, associate, agent or employee.
- G. "Regular Business Day" means any day during which the city hall is normally open for the purpose of conducting public business. Holidays defined by state law shall not be considered regular business days.
- H. "Regulated activity" means the activity of a peddler, solicitor, or transient merchant as defined in this section.
- I. "Solicitor" means a person who goes from house-to-house, door-to-door, business-to-business, street-to-street, or any other type of place-to-place movement, for the purpose of obtaining or attempting to obtain orders for goods, wares, products, merchandise, other personal property, or services of which he or she may be carrying or transporting samples, or that may be described in a catalog or by other means, and for which delivery or performance shall occur at a

later time. The absence of samples or catalogs shall not remove a person from the scope of this provision if the actual purpose of the person's activity is to obtain or attempt to obtain orders as discussed above. For purposes of this ordinance, the term solicitor shall have the same meaning as the term canvasser.

- J. "Transient merchant" means a person who temporarily sets up business out of a vehicle, trailer, boxcar, tent, other portable shelter, or empty store front for the purpose of exposing or displaying for sale, selling or attempting to sell, and delivering goods, wares, products, merchandise, or other personal property and who does not remain in any one location for more than ninety (90) consecutive days.

6-14-3: Regulation Established-Application For License Required. A person engaging in a regulated activity within the city, as defined herein, must comply with the provisions of this section. A person engaging in a regulated activity within the city must first obtain a license, and an identification card from the City Clerk. The person must also comply with any applicable zoning and health regulations.

- A. Exceptions. A person engaging in any of the following activities is not required to obtain a license or an identification card from the city:

1. Any person selling or attempting to sell at wholesale any goods, wares, products, merchandise, or other personal property to a retail seller of the items being sold by the wholesaler.
2. Any person making deliveries of newspapers, newsletters, or other similar publications on an established customer delivery route, when attempting to establish a regular delivery route, or when publications are delivered to the community at large.
3. Any person selling products of the farm or garden grown or raised by the seller, including meat, provided such activities comply with applicable health regulations.
4. Any person selling antiques, collectibles, art work or other similar products in a show or festival which lasts for five days or less and which involves two or more sellers or exhibitors.
5. Any person calling upon residents in connection with establishing or servicing a regular route service for the sale and delivery of perishable daily necessities of life such as bakery products and dairy products.
6. Any person conducting the type of sale commonly known as garage sales, estate sales, or rummage sales.
7. School children, age 17 or younger, soliciting for school-sponsored activities or for other charitable youth oriented fundraisers.

8. Any person doing business by appointment.
9. Any person participating in an organized multi-person bazaar or flea market.
10. Any person conducting an auction as a properly licensed auctioneer.
11. Any officer of the court conducting a court-ordered sale.
12. Any non-commercial door-to-door advocate exercising that person's state or federal constitutional rights such as freedom of speech, freedom of press, freedom of religion, and the like. Nothing within this ordinance shall be interpreted to prohibit or restrict non-commercial door-to-door advocates. A person engaging in non-commercial door-to-door advocacy shall not be required to register as a solicitor under this section. This exception will not apply if the person's exercise of constitutional rights is merely incidental to what would properly be considered a commercial activity.

Exceptions under this section, shall not, for the scope of this chapter, excuse any person from complying with any other applicable statutory provision or requirement provided by any other city ordinance or county requirement.

- B. Application.** Application for a license must be made at least ten (10) business days before the regulated activity is proposed to begin and must include an accurate, sworn statement in writing, on a form furnished by the city, that gives the required information listed below and includes any required supporting documentation:

(1) The applicant's full legal name.

(2) Any and all other names under which the applicant has or does conduct business, or to which the applicant will officially answer to.

(3) A physical description of the applicant (hair color, eye color, height, weight, any distinguishing marks or features, and the like).

(4) Full address of applicant's permanent residence.

(5) Telephone number of applicant's permanent residence.

(6) Full legal name of any and all business operations owned, managed, or operated by applicant, or for which the applicant is an employee or an agent.

(7) Full address of applicant's regular place of business, if any exists.

(8) Any and all business-related telephone numbers of the applicant, including cellular phones and facsimile (fax) machines.

(9) The type of business for which the applicant is applying for a license.

(10) The duration of the license for which the applicant is applying.

(11) The dates during which the applicant intends to conduct business. If the applicant is applying for a daily license, the number of days he or she will be conducting business within the city.

(12) Any and all addresses and telephone numbers where the applicant can be reached while conducting business within the city, including the location where a transient merchant intends to set up his or her business.

(13) A statement as to whether or not the applicant has been convicted with the last five (5) years of any felony, gross misdemeanor or misdemeanor for violating any state or federal statute or any local ordinance, other than minor traffic offenses.

(14) A list of the three (3) most recent locations where the applicant has conducted business as a peddler, solicitor or transient merchant.

(15) Proof of any required county license.

(16) Written permission of the property owner or the property owner's agent for any location to be used by a transient merchant.

(17) A general description of the items to be sold or services to be provided.

(18) Any and all additional information as may be deemed necessary by the City Council.

(19) The applicant's driver's license number or other acceptable form of identification.

(20) The license plate number, registration information, vehicle identification number (VIN) and physical description for any vehicle to be used in conjunction with the licensed business operation.

- C. Photographs. Each individual applicant and person who will be conducting the regulated activity on behalf of the partnership or organization must submit two copies of a recent photograph of themselves approximately 1½ inches by 1½ inches, showing the head and shoulders of the person in a clear and distinguishable manner. An application is not complete until the required photograph(s) is supplied.
- D. Fees. The application must be accompanied by the required license and identification card fees specified in section 6-1-6 of this Chapter.
- E. County License Required. No person shall conduct business as a peddler, solicitor or transient merchant within the city limits without having first obtained the appropriate license from the county if applicable.
- F. Procedure for License Issuance or Denial. Upon receipt of the application and payment of the license fee, the city clerk will, within two (2) regular business days, determine if the application is complete. An application will be considered complete if all required information is provided. If the city clerk determines that the application is incomplete, the city clerk must inform the applicant of the required, necessary information that is missing. If the application is complete, the city clerk must order any investigation, including background checks, necessary to verify the information provided with the application.

Within ten (10) regular business days of receiving a complete application the city clerk must issue the license unless grounds exist for denying the license application under Section 6-14-4 listed below, in which case the clerk must deny the request for a city peddler, solicitor or transient merchant license. If the city clerk denies the license application, the applicant must be notified in writing of the decision, the reason for denial and the applicant's right to appeal the denial by requesting, within twenty (20) days of receiving notice of rejection, a public hearing before the City Council.

The City Council shall hear the appeal with twenty (20) days of the date of the request for a hearing. The decision of the City Council following the public hearing can be appealed by petitioning the Minnesota Court of Appeals for a writ of certiorari.

6-14-4: License Ineligibility. The following shall be considered grounds for denying a license under this Chapter:

- A. The failure of the applicant to obtain and show proof of having obtained any required county license.

- B. The failure of the applicant to fully or truthfully provide any of the information requested by the city as a part of the application, or the failure to sign the application, or the failure to pay the required fee at the time of the application.
- C. The conviction of the applicant within the past five (5) years from the date of the application for any violation of any federal or state statute or regulation, or of any local ordinance, which adversely reflects on the person's ability to conduct the business for which the license is being sought in an honest and legal manner. Those violations shall include, but not be limited to, burglary, theft, larceny, drug, swindling, fraud, unlawful business practices, and any form of actual or threatened physical harm against another person; unless the individual can show sufficient evidence of rehabilitation as defined in Minn. Stat. § 364.03, subd. 3.
- D. The denial or revocation within the past five (5) years of any license issued to the applicant for the purpose of conducting business as a peddler, solicitor, or transient merchant.
- E. The applicant is found to have a history of poor business practices. Evidence of a history of poor business practices shall include, but not be limited to, the existence of more than three complaints against the applicant with the Better Business Bureau, the Office of the Minnesota Attorney General or other state attorney general's office or other similar business or consumer rights office or agency, within the preceding 12 months, or three (3) complaints within the City within the preceding five (5) years.
- F. A person who produces documentation of identification that is torn, pasted, peeled, or otherwise damaged or altered.

6-14-5: Transient Merchant License: Transient merchants shall first obtain a transient merchant license pursuant to Section 6-14-3 of this Chapter and as set forth herein. Unless otherwise granted by the City Council, all transient merchant licenses are subject to the following:

- A. Transient merchant licenses are valid for a period of ninety (90) days.
- B. No transient merchant activities shall take place on property which is zoned for residential uses.
- C. No license shall be issued unless the application is accompanied by a written consent to the activities signed by the owner of the property upon which the transient merchant activity is to be conducted.
- D. Applications shall be accompanied by a site plan of the proposed transient merchant location and surrounding premises.

6-14-6: Peddler and Solicitor Licenses: Peddler and solicitor license shall be issued for a period of sixty-(60) days.

6-14-7: Standards of Conduct-Prohibited Activity.

- A. Except for those people specified in section 6-14-3(A), a person may conduct regulated activity in the city only if a valid city identification card identifying the person has been issued, is prominently displayed by attaching it to the front of the outermost clothing between the waist and neck, and has not been revoked, suspended, or impounded.
- B. A licensee must not transfer its license or identification card to another person.
- C. A person must not use a city identification card issued to someone other than that person.
- D. A city identification card must be displayed only while conducting regulated activity in the city and may not be used for other purposes or other than approved locations.
- E. A person conducting regulated activity must not go onto private property for that purpose when there are signs prominently posted indicating that trespassing, solicitation, or peddling are unwelcome or prohibited.
- F. A person must not be on a street, highway, or adjacent boulevard and direct regulated activity toward the occupants of any motor vehicle in transit and must not obstruct the free flow of vehicular or pedestrian traffic on any public street, sidewalk, or other public right-of-way.
- G. A person must not conduct regulated activity in a manner that creates a health or safety hazard.
- H. A person must conduct regulated activity in a reasonably courteous manner at all times, must not engage in offensive, obscene, or abusive language, must not push open a door not opened by an occupant, must not place any portion of the person's body through an opened doorway without the invitation of an occupant, and must not physically attempt to stop an occupant from closing a door.
- I. A licensee must immediately leave private property when requested to do so by an owner or occupant and must leave immediately upon completion of a transaction or an unsuccessful attempt to contact an occupant.
- J. A licensee entering onto residential property must go directly to a front door of the residence, unless there is an adult present outside of the residence or in an open garage. At no time may a licensee go to a window or to the back yard, unless invited to do so by the occupant.
- K. A person conducting regulated activity must not make untrue statements to the people contacted regarding the purpose of the contact, orders placed by the neighbors, or the goods and services offered.

- L. A licensee must not make statements to the people contacted indicating or implying that the city identification card constitutes an endorsement of their activities or products by the city.
- M. No person may call attention to his or her business or the items to be sold by means of blowing any horn or whistle, ringing any bell, crying out, or by any other noise, so as to be unreasonably audible within an enclosed structure.
- N. No person under this ordinance shall conduct business before 8:00 A.M. or after 9:00 P.M.

6-14-8: Suspension-Revocation.

- A. Generally. Any license issued under this section may be suspended or revoked at the discretion of the City Council for violation of any of the following:
 - (1) Subsequent knowledge by the city of fraud, misrepresentation or incorrect statements provided by an applicant on the application form.
 - (2) Fraud, misrepresentation or false statements made during the course of the licensed activity.
 - (3) Subsequent conviction of any offense to which the granting of the license could have been denied under Section 6-14-4.
 - (4) Engaging in any prohibited activity as provided under Section 6-14-7 of this ordinance.
 - (5) Violation of any other provision of this ordinance.
- B. Multiple persons under one license. The suspension or revocation of any license issued for the purpose of authorizing multiple persons to conduct business as peddlers or transient merchants on behalf of the licensee shall serve as a suspension or revocation of each authorized person's authority to conduct business as a peddler, solicitor or transient merchant on behalf of the licensee whose license is suspended or revoked.
- C. Notice. Prior to revoking or suspending any license issued under this chapter, the city shall provide a license holder with written notice of the alleged violations and inform the licensee of his or her right to a hearing on the alleged violation. Notice shall be delivered in person or by mail to the permanent residential address listed on the license application, or if no residential address is listed, to the business address provided on the license application.

- D. Public Hearing. Upon receiving the notice provided in part (C) of this section, the licensee shall have the right to request a public hearing. If no request for a hearing is received by the city clerk within ten (10) days following the service of the notice, the city may proceed with the suspension or revocation. For the purpose of a mailed notice, service shall be considered complete as of the date the notice is placed in the mail. If a public hearing is requested within the stated time frame, a hearing shall be scheduled within twenty (20) days from the date of the request for the public hearing. Within three (3) regular business days of the hearing, the City Council shall notify the licensee of its decision.
- E. Emergency. If, in the discretion of the City Council, imminent harm to the health or safety of the public may occur because of the actions of a peddler, solicitor or transient merchant licensed under this ordinance, the City Council may immediately suspend the person's license and provide notice of the right to hold a subsequent public hearing as prescribed in part (C) of this section.
- F. Appeal. Any person whose license is suspended or revoked under this section shall have the right to appeal that decision in court.

6-14-9: Exclusion By Placard.

- A. Unless specifically invited by the property owner or tenant, no peddler, solicitor, transient merchant, non-commercial door-to-door advocate, or other person engaged in other similar activities shall enter onto the property of another for the purpose of conducting business as a peddler, solicitor, transient merchant, non-commercial door-to-door advocate, or similar activity when the property is marked with a sign or placard:
 - (1) At least four inches long.
 - (2) At least four inches wide.
 - (3) With print of at least 48 point in size.
 - (4) Stating "No Peddlers, Solicitors or Transient Merchants," "Peddlers, Solicitors, and Transient Merchants Prohibited," or other comparable statement.
- B. No person other than the property owner or tenant shall remove, deface, or otherwise tamper with any sign or placard under this section.

6-14-10: Penalty-Enforcement.

- A. A violation of a provision of this section is subject to the penalties established in Section 6-1-1 of this Chapter.

- B. The City Clerk, the Chief of Police, and their designees are authorized to enforce this ordinance. They may impound an identification card, and license, when a person has been found violating a provision of this section, when cause exists for suspending or revoking the identification card, or license, or when the identification card or license has been suspended or revoked. When impounding a card or license, the official must send a notice to the licensee and the subject of the card at the address on the application form, giving the parties ten (10) days to submit a written request for a hearing before the city council. Failure to timely request an appeal, constitutes a waiver of that appeal and results in an automatic suspension of the license or card for three years.

6-14-11: Severability.

If any provision of this ordinance is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

Section 3. Effective Date.

This Amended Ordinance shall take effect thirty (30) days after its publication.

PASSED AND ADOPTED by the City Council of the City of St. Francis, Minnesota, this ____th day of December, 2017.

Steve Feldman
Mayor

ATTEST:

Barbara I. Held
City Clerk

722212-v1

November 29, 2017

Honorable Mayor and City Council
City of St. Francis
23340 Cree Street NW
St. Francis, MN 55070

RE: Rum River Bluffs 2nd Addition

Dear Honorable Mayor and City Council:

The developer for the above-referenced development has recently requested City acceptance of the City infrastructure. The wear course of bituminous on the streets and all remaining punchlist items pertaining to the City infrastructure have recently been completed.

The Development Agreement also required that certain improvements be made to County Road 72 (Rum River Boulevard) as necessary for access into the development. Specifically, the Development Agreement discussed right turn lanes and left in access lanes (passing lanes) on County Road 72 at the 235th Avenue NW intersection. The plans for the proposed improvements are attached for your information.

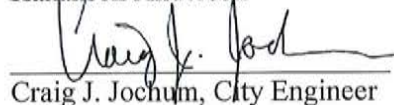
City staff has been in communications with the Anoka County Highway Department to determine if the improvements as required per the original Development Agreement are the appropriate improvements to be made at this time. It is expected that there will be additional discussions with Anoka County regarding this topic in the coming months.

We recommend that the City accept the City infrastructure at this time, which will begin the one-year warranty period. We understand that the City has already accepted a warranty bond in the amount of \$64,031.22 as security for of the City owned utilities. A second maintenance bond, in the amount of \$70,424.63 (for a combined total of \$134,455.85) shall be posted as security to remain in place during the warranty period(s) for the City infrastructure.

A financial security Letter of Credit must also remain in place until the developer's obligation for construction of the turn lane and passing lane on CR 72 have been met. The financial security shall be in the amount of \$232,500, which is 125% of Anoka County's estimated construction cost of the improvements. Therefore, the current Letter of Credit may be reduced to \$232,500 upon receipt and acceptance of the additional warranty bond as discussed above.

If you have any questions, please feel free to contact me at 763-852-0485 direct or by email at craigj@haa-inc.com.

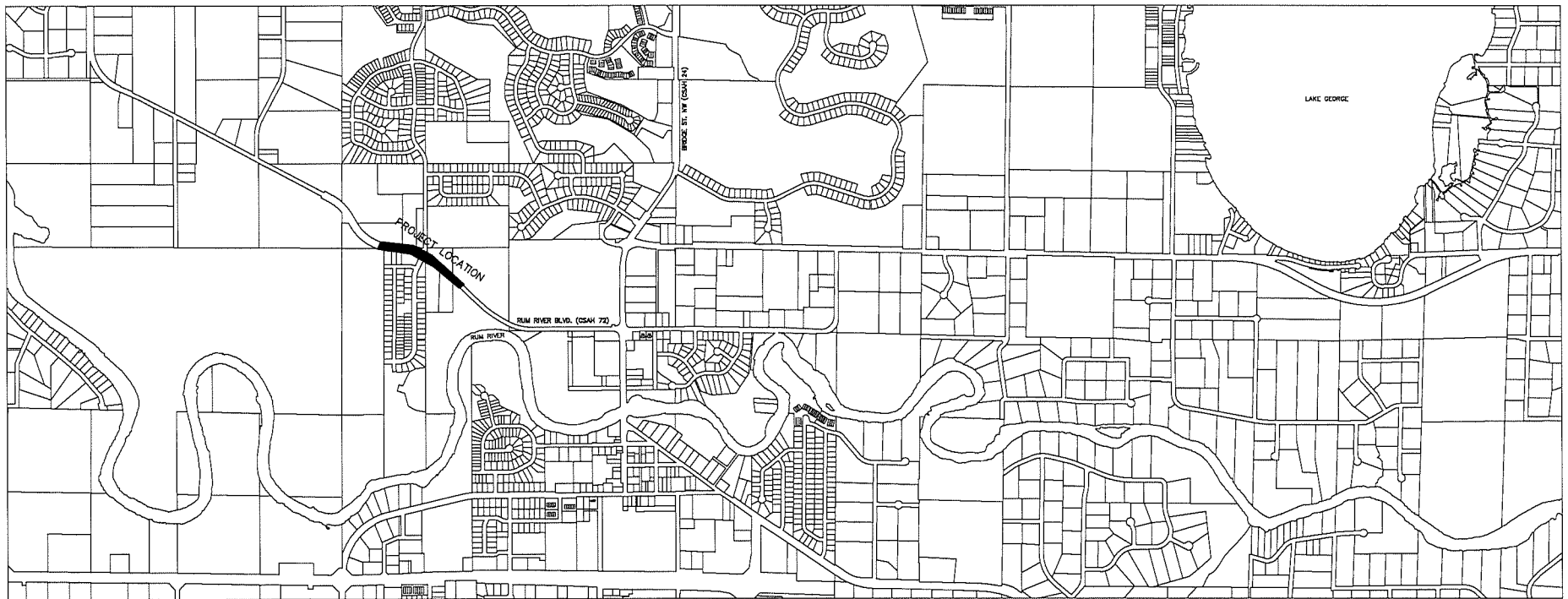
Sincerely,
Hakanson Anderson


Craig J. Jochum, City Engineer

cc: Joe Kohlman, City Administrator
Paul Teicher, Public Works Director
Barb Held, City Clerk
Shane Nelson, Assistant City Engineer
Larry Olson, Developer

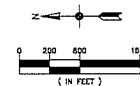
RUM RIVER BLUFFS COUNTY RD. 72 TURN LANE

CONSTRUCTION PLANS FOR TURN LANES INCLUDING;
GRADING, STORM SEWER, STREETS, SIGNING AND STRIPING
ST. FANCIS, MINNESOTA



SHEET INDEX

- T1. COVER
- T2. REMOVALS
- T3. GRADING, DRAINAGE & EROSION CONTROL PLAN
- T4. SITE & UTILITY PLAN
- T5. SIGNING & STRIPING PLAN
- T6. CROSS SECTIONS
- T7. TRAFFIC CONTROL PLAN



The subsurface utility information shown on this plan is utility Quality Level 2. This quality level was determined according to the guidelines of G/ASCE 38-02, entitled "Standard Guidelines for the Collection and Creation of Existing Subsurface Utility Data."

APPROVED: ST. FRANCIS CITY ENGINEER DATE APPROVED: ANOKA COUNTY ENGINEER DATE



• environmental
• engineering
• surveying

3190 Pleasant Ridge Drive NE,
Suite 100
Blaine, MN 55449
Phone: (763) 489-7300
Fax: (763) 489-7359
www.carlsonmccain.com

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

Print Name: Ryan J. Krystofik, P.E.
Signature: [Signature]
Date: 5/6/15 License #: 22062

Drawn: ADG
Designed: JB
Date: 10/2/15

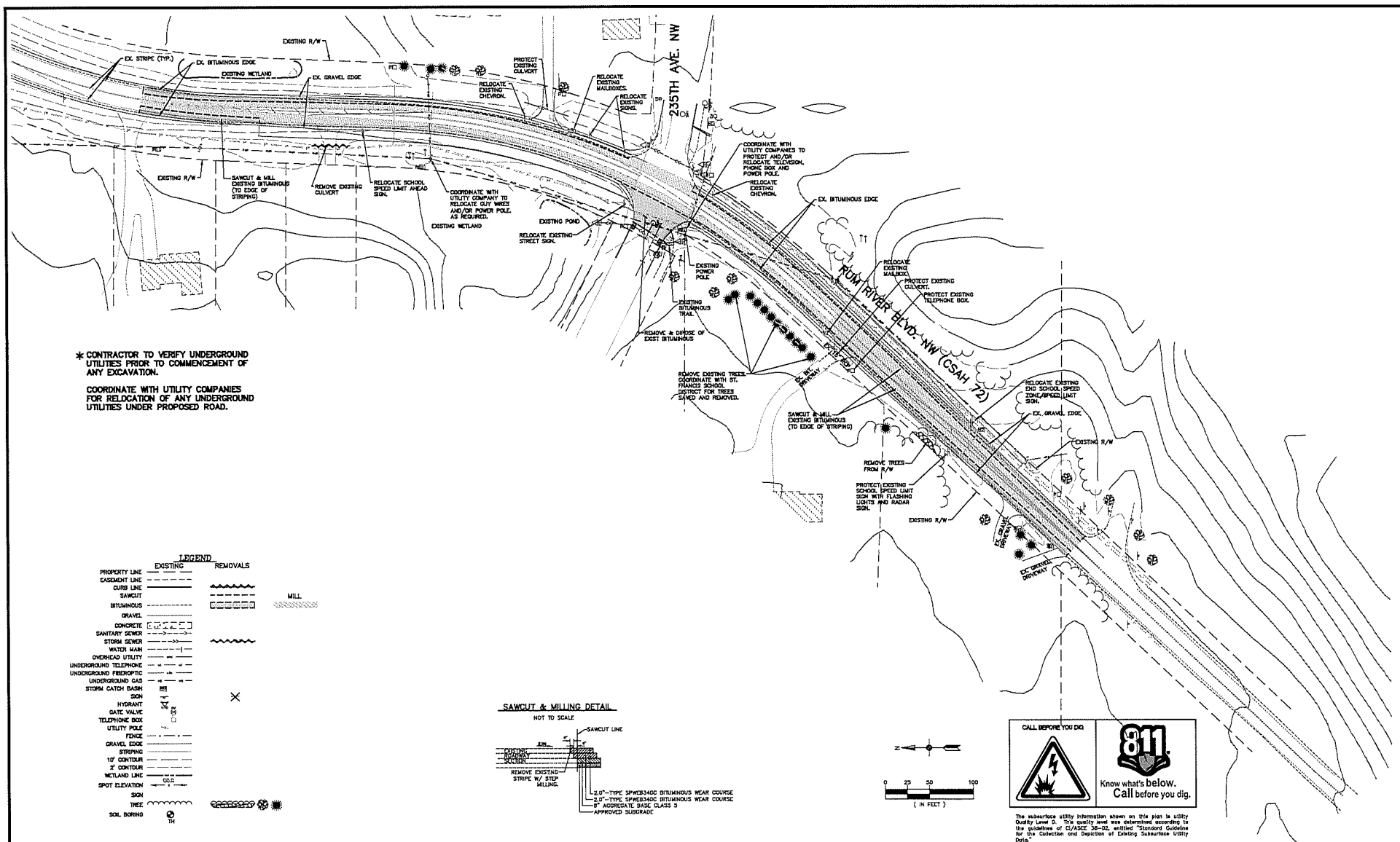
Revisions:
1. 10/20/16 Per County Comments
2. 10/20/17 Per County Comments

BL HOLDINGS, LLC.
4920 173rd Ave. N.E.
Ham Lake, MN 55304

**RUM RIVER BLUFFS
2ND ADDITION**
St. Francis, Minnesota

COVER SHEET

T1
of
8



Carlson McCain

• environmental
• engineering
• surveying

31890 Pleasant Ridge Drive NE,
Suite 100
Blaine, MN 55449
Phone: (763) 489-7900
Fax: (763) 489-7959
www.carlsonmccain.com

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

Print Name: Brian J. Krystash, P.E.
Signature: *Brian J. Krystash*
Date: 10/15/15 License #: 22051

Drawn: ADB
Designed: BJB
Check: 10/15/15

Revisions:
1. 10/20/16 Per County Comments
2. 10/26/17 Per County Comments

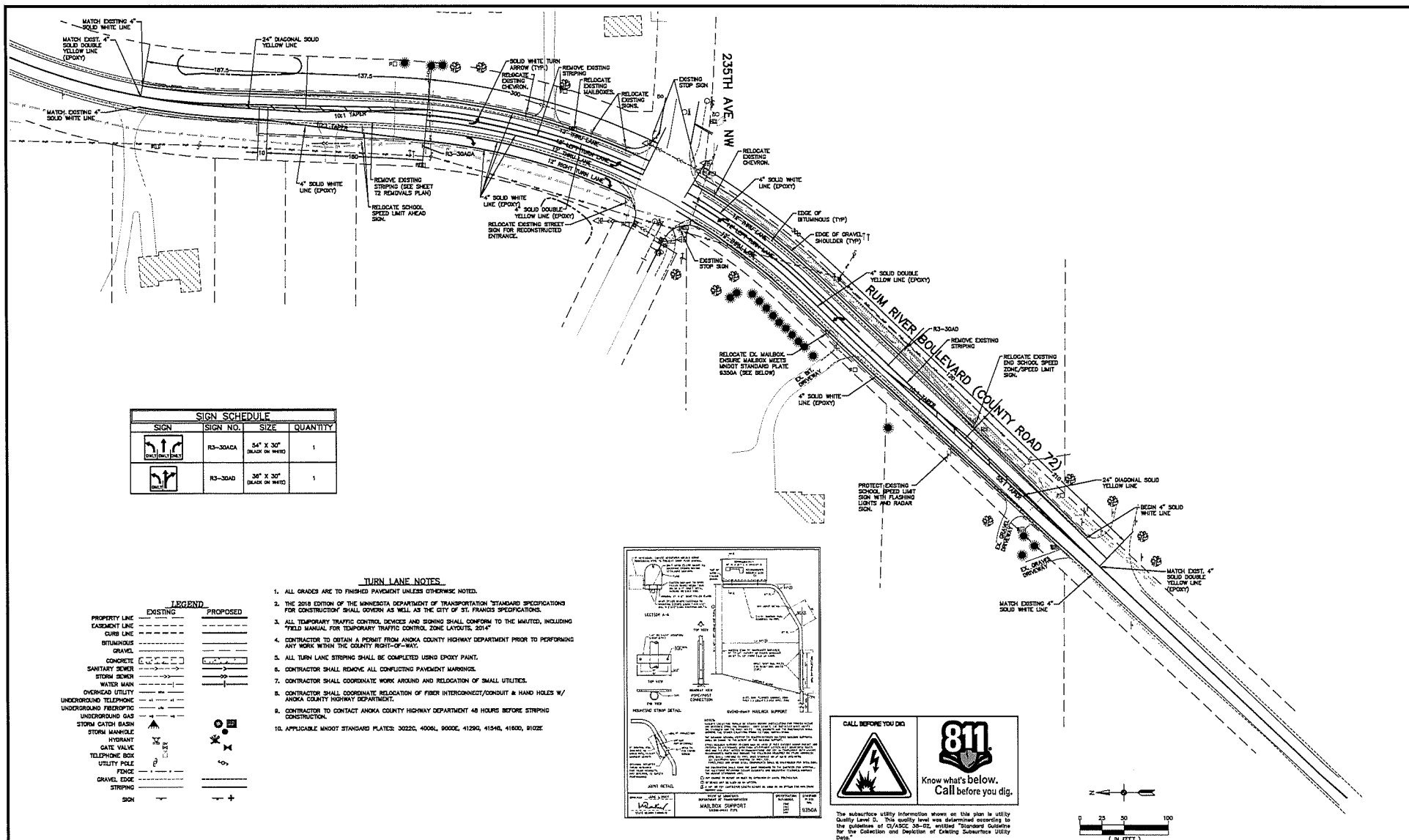
BL HOLDINGS, LLC.
4920 173rd Ave. N.E.
Ham Lake, MN 55304

**RUM RIVER BLUFFS
2ND ADDITION**
St. Francis, Minnesota

REMOVALS PLAN

T2
of
8





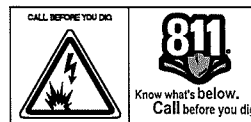
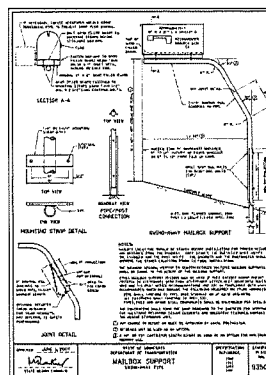
SIGN SCHEDULE			
SIGN	SIGN NO.	SIZE	QUANTITY
	R3-30A	36" X 30" (BLACK ON WHITE)	1
	R3-30B	36" X 30" (BLACK ON WHITE)	1

LEGEND

EXISTING	PROPOSED
PROPERTY LINE	---
EASEMENT LINE	---
CURB LINE	---
BITUMINOUS	---
GRAVEL	---
CONCRETE	---
SANITARY SEWER	---
STORM SEWER	---
WATER MAIN	---
OVERHEAD UTILITY	---
UNDERGROUND TELEPHONE	---
UNDERGROUND FIBER OPTIC	---
UNDERGROUND GAS	---
STORM CATCH BASIN	---
STORM MANHOLE	---
HYDRANT	---
GATE VALVE	---
TELEPHONE BOX	---
UTILITY POLE	---
FENCE	---
GRAVEL DOME	---
STRIPING	---

TURN LANE NOTES

1. ALL GRADES ARE TO FINISHED PAVEMENT UNLESS OTHERWISE NOTED.
2. THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN AS WELL AS THE CITY OF ST. FRANCIS SPECIFICATIONS.
3. ALL TEMPORARY TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MAINTED, INCLUDING "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS, 2014".
4. CONTRACTOR TO OBTAIN A PERMIT FROM ANOKA COUNTY HIGHWAY DEPARTMENT PRIOR TO PERFORMING ANY WORK WITHIN THE COUNTY RIGHT-OF-WAY.
5. ALL TURN LANE STRIPING SHALL BE COMPLETED USING EPOXY PAINT.
6. CONTRACTOR SHALL REMOVE ALL CONFLICTING PAVEMENT MARKINGS.
7. CONTRACTOR SHALL COORDINATE WORK AROUND AND RELOCATION OF SMALL UTILITIES.
8. CONTRACTOR SHALL COORDINATE RELOCATION OF FIBER INTERCONNECT/CONDUIT & HAND HOLES W/ ANOKA COUNTY HIGHWAY DEPARTMENT.
9. CONTRACTOR TO CONTACT ANOKA COUNTY HIGHWAY DEPARTMENT 48 HOURS BEFORE STRIPING CONSTRUCTION.
10. APPLICABLE MN DOT STANDARD PLATES: 3022C, 400R, 800C, 4129C, 4154C, 4180C, 8102C.



The subsurface utility information shown on this plan is utility quality level 3. This quality level was determined according to the guidelines of C/ASCE 38-02, entitled "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data."



3890 Pleasant Ridge Drive NE,
Suite 100
Blaine, MN 55449
Phone: (763) 489-7900
Fax: (763) 489-7959
www.carlsonmccann.com

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

Print Name: Brian J. Krueger, P.E.
Signature: *Brian J. Krueger*
Date: 10/15/16 License #1-25056

Drawn: AOS
Designed: JBR
Date: 10/15/16

Revisions:
1. 10/20/16 Per County Comments
2. 10/20/17 Per County Comments

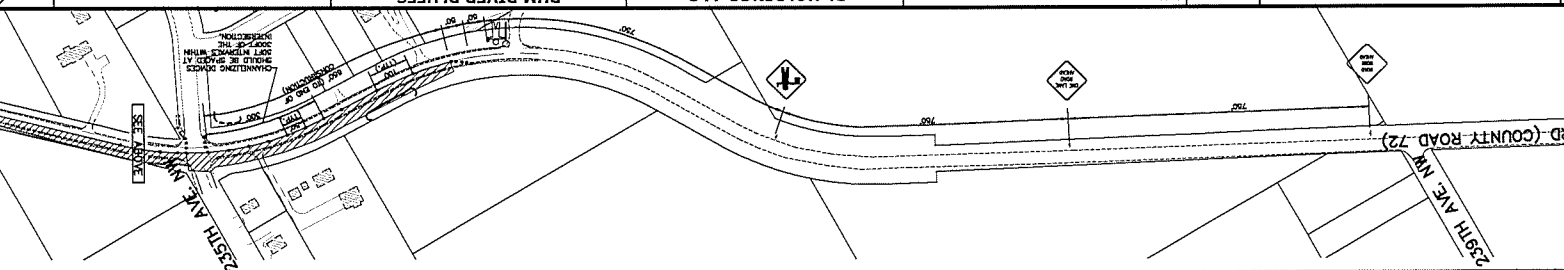
BL HOLDINGS, LLC.
4920 173rd Ave. N.E.
Ham Lake, MN 55304

**RUM RIVER BLUFFS
2ND ADDITION**
St. Francis, Minnesota

STRIPING PLAN

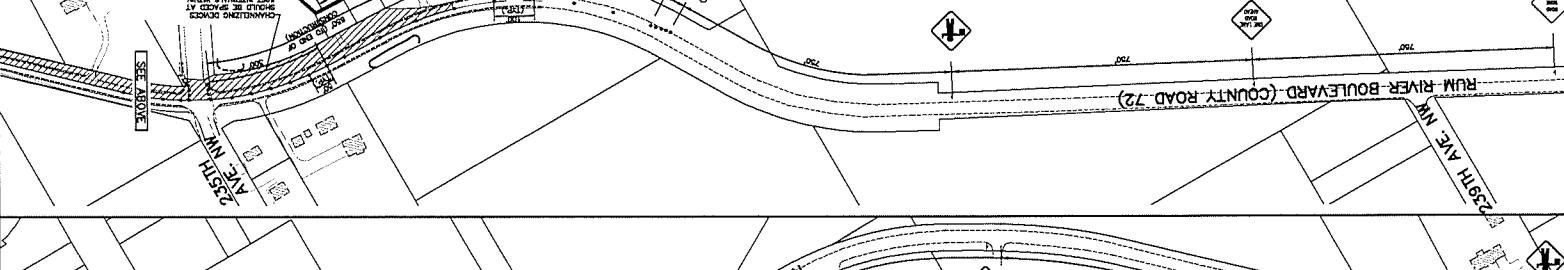
T5
of
8

NORTHBOUND CLOSURE



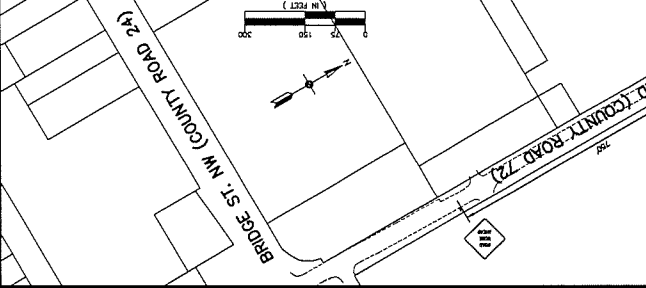
SIGN	QUANTITY	SIGN	QUANTITY
	2		2
	4		

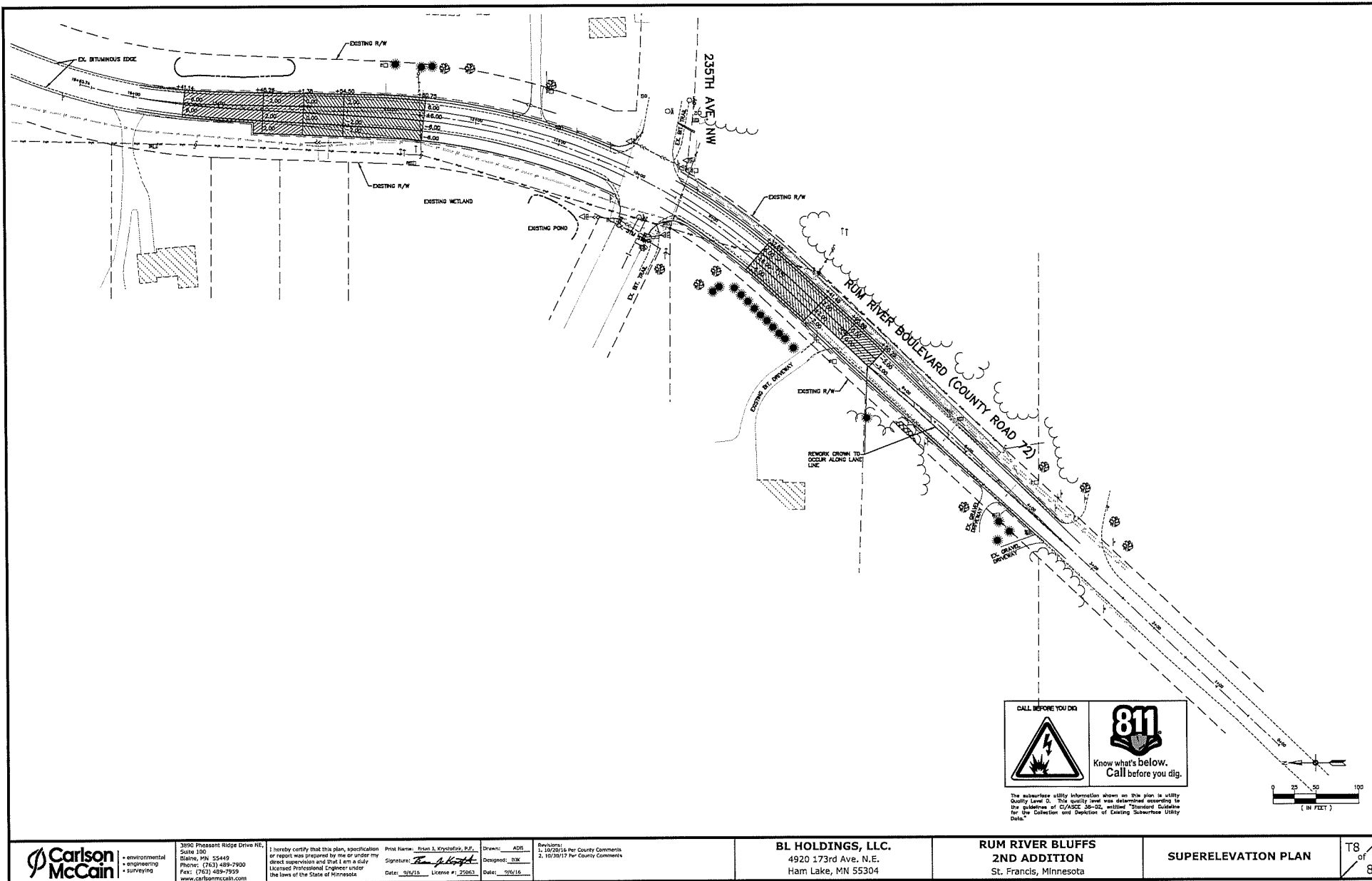
SOUTHBOUND CLOSURE



SIGN	QUANTITY	SIGN	QUANTITY
	2		2
	4		

NOTES:
THE INTERSECTION AT 25TH AVE. SHALL ALLOW TRAFFIC TO ENTER RUM RIVER BOULEVARD DURING ONE LANE OPERATION. A THIRD FLAGGER MAY BE NEEDED. BOTH LANES SHALL BE OPEN AT THE END OF DAY TO ALLOW TRAFFIC TO FLOW NORMALLY. INTERMITTENT SIGNS SHALL BE USED FOR LOOSE GRAVEL, UNEVEN LANES, BUMP, ETC.





November 29, 2017

Honorable Mayor and City Council
City of St. Francis
23340 Cree Street NW
St. Francis, MN 55070

Re: Smith Lake Wildlife Estates 1st and 2nd Additions

Dear Honorable Mayor and City Council:

The developer for the above-referenced development(s) has recently requested City acceptance of the City infrastructure. The wear course of bituminous on the streets and all remaining punchlist items pertaining to the City infrastructure have recently been completed.

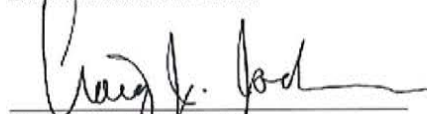
The only remaining item is the establishment of the turf along the road shoulder in areas where topsoil was placed along finished yards. The seeding in these areas has been completed, therefore, there are no remaining punchlist items. However, the seed must still germinate and establish into turf during the 2018 growing season and minor maintenance may be required by the Developer if some of the seed fails to grow.

This project was initially started in 2005 and was stalled due to the economic downturn. In 2013, the City entered into an Addendum to the Development Agreement with the Developer and Village Bank. This Addendum to the Development Agreement required the establishment of a trust account with Village Bank upon the sale of each remaining lot as security for the remaining improvements. Further, the Addendum to the Development Agreement stipulates "upon completion and acceptance of the items....the City will release any remaining amounts in the irrevocable letter of credit".

Therefore, we recommend that the City may accept the improvements at this time. We further recommend that the trust account may be reduced to \$10,000 (which will be a sufficient amount to ensure establishment of the turf) and the irrevocable letter of credit may be released.

If you have any questions, please feel free to contact me at 763-852-0485 direct or by email at craigj@haa-inc.com.

Sincerely,
Hakanson Anderson



Craig Jochum, P.E.
City Engineer

cc: Joe Kohlman, City Administrator
Paul Teicher, Public Works Director
Barb Held, City Clerk
Jeff Stalberger, Developer

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

91

TO: Joe Kohlmann, City Administrator
FROM: Paul Teicher, Public Works Director
SUBJECT: North Metro Regional Street Maintenance Consortium
DATE: 12-04-2017

OVERVIEW:

In 2004, a group of cities joined together to form the North Metro Regional Street Maintenance Consortium. The purpose of the group was to combine maintenance service contracts in an effort to obtain a financial benefit for maintaining city streets.

- The City of Coon Rapids is the lead agency for a group of cities proposing to receive bids on various street improvement/maintenance items. The group of cities has a Joint Powers Agreement to combine certain bid items to reduce the number of contracts needed in an effort to achieve lower bids from contractors. The Agreement allows each city to accept or not accept the bids for their portion of the proposed contract. Therefore, actual contract quantities may vary from what is estimated in the bid proposal. Each city will pay the contractor directly for its portion of the work. Contracts will be awarded separately for each bid schedule. Coon Rapids bills administrative costs to each City in the fall as follows:
 - First \$0 - \$50,000 – 2%
 - \$50,001 - \$100,000 – 1.5%
 - Over \$100,000 – 1%

Example contract and administrative costs:

SEAL COATING	PAVEMENT MARKINGS	CRACK SEALING	FOG SEALING	TOTAL	INVOICE AMOUNT*
500,000.00	50,000.00	150,000.00	50,000.00	750,000.00	8,250.00
100,000.00	5,000.00	7,500.00	40,000.00	152,500.00	2,275.00

- There are no additional costs throughout bidding, contract execution, etc. Once the contracts are awarded, each City works individually with the contractors to coordinate work. The only outside cost would be if individual Cities decide to utilize WSB for inspection services.



ACTION TO BE CONSIDERED: Council may consider authorizing Mayor and Administrator to sign JPA to join the Consortium. Council would also need to approve Resolution 2017-48.

BUDGET IMPLICATION: Administrative costs (see above) and improvement/maintenance costs would be based on quantities estimated in our 2016 Street System Condition Updates/Strategy Plan. Final bid proposals would need Council approval and authorization to be paid for from the Street Maintenance Fund/Budget.

Attachments:

- JPA and Resolution 2017-48

NINTH AMENDMENT TO JOINT POWERS AGREEMENT

TRAFFIC MARKINGS, STREET SWEEPING CRACK SEALING, SCREENING AND SEAL COATING

This Ninth Amendment to Joint Powers Agreement (“Ninth Amendment”) is by and between the cities of Andover, Anoka, Arden Hills, Brooklyn Center, Circle Pines, Columbia Heights, Coon Rapids, East Bethel, Fridley, Ham Lake, Mahtomedi, Mounds View, and St. Francis (hereinafter individually the “City” and collectively the “Cities”).

WHEREAS, the Cities shall collectively be known as the North Metro Regional Street Maintenance Consortium.

WHEREAS, on February 1, 2005 the cities of Coon Rapids, Andover, Brooklyn Center, Columbia Heights and Fridley entered into a Joint Powers Agreement pursuant to Minn. Stat. §471.59 for the purpose of combining together for bidding purposes for street maintenance services (hereinafter the “Joint Powers Agreement”); and

WHEREAS, the City of Ham Lake joined the Joint Powers Agreement in August, 2006 by an agreement entitled First Amendment to Joint Powers Agreement (hereinafter the “First Amendment”); and

WHEREAS, the Cities in the First Amendment, paragraph 3, authorized the City of Coon Rapids to allow a new member City to join the Joint Powers Agreement when, in its sole discretion, the City of Coon Rapids determines that it is in the best interest of the Cities to allow the new member City to join; and

WHEREAS, the City of East Bethel joined the Joint Powers Agreement in February, 2008 by agreement entitled Second Amendment to Joint Powers Agreement (hereinafter the “Second Amendment”); and

WHEREAS, the City of Anoka joined the Joint Powers Agreement in March, 2010 by agreement entitled Third Amendment to Joint Powers Agreement (hereinafter the “Third Amendment”); and

WHEREAS, the City of Mahtomedi joined the Joint Powers Agreement in January, 2011 by agreement entitled Fourth Amendment to Joint Powers Agreement (hereinafter the “Fourth Amendment”); and

WHEREAS, the City of Circle Pines joined the Joint Powers Agreement in March, 2011, by agreement entitled Fifth Amendment to Joint Powers Agreement (hereinafter the “Fifth Amendment”); and

WHEREAS, the opting out period described in Paragraph 4 was reduced to 30 days in February, 2015, by agreement entitled Sixth Amendment to Joint Powers Agreement (hereinafter the “Sixth Amendment”); and

WHEREAS, the comment period described in Paragraph 3 and the opting out period described in Paragraph 4 were combined to one 30-day period after receipt of the recommendation of award in February, 2017, by agreement entitled Seventh Amendment to Joint Powers Agreement (hereinafter the “Seventh Amendment”); and

WHEREAS, the City of Mounds View joined the Joint Powers Agreement in February, 2017, by agreement entitled Eighth Amendment to Joint Powers Agreement (hereinafter the “Eighth Amendment”); and

WHEREAS, the City of Arden Hills and the City of St. Francis wish to join the Joint Powers Agreement and the City of Coon Rapids has determined that it is in the best interest of the Cities to allow the City of Arden Hills and the City of St. Francis to join.

NOW, THEREFORE, by virtue of the powers granted by law and in consideration of the mutual covenants and agreements of the parties hereto, it is agreed as follows:

1. Definitions. All capitalized terms, not otherwise separately defined herein, shall have the meanings ascribed to them in the Joint Powers Agreement.
2. Addition of Arden Hills and St. Francis. As of the date hereof, the City of Arden Hills and the City of St. Francis shall become party to the Joint Powers Agreement and shall assume all the responsibilities and liabilities of the parties thereunder.
3. Full Force and Effect. Except as expressly amended herein, the terms and provision contained in the Joint Powers Agreement and its Amendments shall continue to govern the rights and obligations of the Cities, and the Joint Powers Agreement and its Amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Coon Rapids and the Cities of Arden Hills and St. Francis have caused this Amendment to be executed by the duly authorized officers of their respective governing bodies. The City of Coon Rapids shall provide written notice of the addition of the Cities of Arden Hills and St. Francis within 20 days of the execution of this Ninth Amendment.

Dated: _____

CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

Approved as to form:

By: _____
David Brodie, City Attorney
City of Coon Rapids
11155 Robinson Drive
Coon Rapids MN 55433

Dated: _____

CITY OF ARDEN HILLS

By: _____
David Grant, Mayor

By: _____
William S. Joynes, Sr.,
City Administrator

Dated: _____

CITY OF ST. FRANCIS

By: _____
Steve Feldman, Mayor

By: _____
Joe Kohlmann, City Administrator

RESOLUTION 2017-

**CITY OF ST. FRANCIS
COUNTY OF ANOKA
STATE OF MINNESOTA**

AUTHORIZING ENTRY INTO A JOINT POWERS AGREEMENT WITH ST. FRANCIS

WHEREAS, the City of St. Francis performs routine street maintenance including crack sealing and seal coating; and

WHEREAS, a Joint Powers Agreement exists whereby 13 north metro cities contract to perform routine street maintenance under one contract; and

WHEREAS, St. Francis can join this Joint Powers Agreement upon approval of the City Councils of St. Francis and Coon Rapids; and

WHEREAS, the City of St. Francis would realize a savings in staff effort by becoming part of the Joint Powers Agreement; and

WHEREAS, the City of Coon Rapids will be advertising for the street maintenance contract in late February; and

WHEREAS, the City of St. Francis can take advantage of this arrangement for the 2018 Seal Coat Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Francis, Anoka County, Minnesota as follows:

1. The City Council authorizes St. Francis' entry into a Joint Powers Agreement with Coon Rapids.
2. Upon satisfactory review of the Joint Powers Agreement by the City Attorney, the Mayor and City Administrator are hereby authorized and directed, for and on behalf of the City, to execute and enter into said Joint Powers Agreement.
3. The Mayor and City Administrator are hereby authorized and directed to execute all appropriate documents to effectuate the actions contemplated by this Resolution.
4. The Mayor, City Administrator and staff are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

Adopted this 14th day of December, 2017

ATTEST:

Steve Feldman, Mayor

Joe Kohlmann, City Administrator

(SEAL)



**CITY COUNCIL
AGENDA REPORT**
Agenda Item #:
9J

TO: Mayor & City Council
FROM: Joe Kohlmann, City Administrator
SUBJECT: Cancel the December 18th City Council Meeting
DATE: 12/4/2017

OVERVIEW:

No City Business has been identified for the December 18th City Council Meeting. The City Council can consider canceling the meeting.

Action to be considered:

Motion to approve Resolution 2017-49 Canceling the December 18th City Council Meeting.

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

RESOLUTION 2017-49

**A RESOLUTION CANCELLING THE DECEMBER 18, 2017
REGULAR CITY COUNCIL MEETING**

WHEREAS, the City of St. Francis generally holds 24 Regular City Council Meetings; and;

WHEREAS, December 18, 2017 there is little to no City business to conduct; and

WHEREAS, it does not appear City business will be negatively impacted by canceling the December 18, 2017 regular meeting.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 4th
DAY OF DECEMBER, 2017

APPROVED:

ATTEST:

Steven D. Feldman, Mayor

Barbara I. Held, City Clerk

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

RESOLUTION 2017-50

OFFERED BY COUNCIL MEMBER:

SECOND:

**A RESOLUTION APPROVING THE TENTATIVE AGREEMENT BETWEEN
THE CITY OF ST. FRANCIS AND
LAW ENFORCEMENT LABOR SERVICES, INC.
REPRESENTING THE POLICE OFFICER BARGAINING UNIT
FOR THE CALENDAR YEARS 2018 THROUGH 2019**

WHEREAS, representatives of the City of St. Francis and representatives of the Law Enforcement Labor Services, Inc. representing the police officer bargaining unit have negotiated a two year agreement for the term January 1, 2018 through December 31, 2019; and,

WHEREAS, the attached document summarizes the substantive agreement between the parties:

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the tentative agreements and that the Chief Negotiator for the City is authorized and directed to prepare contract documents incorporating these tentative agreements and further, that upon receipt of the three original contracts for each group executed by the Union, the appropriate officials from the City are authorized and directed to execute the original contracts.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 4th DAY OF DECEMBER, 2017

APPROVED:

ATTEST:

Steven D. Feldman, Mayor

Barbara I. Held, City Clerk