

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
TUESDAY, JANUARY 3, 2017
ISD #15 CENTRAL SERVICES CENTER
4115 Ambassador Blvd. NW

- 5:30 pm Reception for Outgoing and Incoming Council
- 6:00 pm Special Meeting of Outgoing Council/Pledge of Allegiance
- a. Roll Call
 - b. City Council Minutes – December 5, 2016
 - c. City Council Minutes – December 12, 2016
 - d. Adjournment

OATHS OF OFFICE

1. Call to Order
2. Roll Call
3. Adopt Agenda
4. Consent Agenda
 - a. Acknowledge the URRWMO Minutes – November 29, 2016
 - b. Payment of Claims
5. Meeting Open to the Public - *Open Forum is an opportunity for citizens to sign up before the Council meeting and present an issue or concern to City Council. Each presentation should be limited to no more than three minutes unless City Council grants more time.*
6. Petitions, Requests, Applications
7. Ordinances & Resolution
 - a. Request for Proposals (RFP's) for Engineering and Planning Services
 - b. Resolution 2017-01: Approving Appointments for 2017
 - c. Resolution 2017-02: Authorizing the Public Safety Director to enter into and execute the Master Service Agreement of MN Court Data Services for Governmental Agencies
 - d. Resolution 2017-03: Approving State of Minnesota Joint Powers Agreements with the City of St. Francis on behalf of its City Attorney and Police Department
 - e. Resolution 2017-04: Changing the Order of the City Council Agenda
8. Reports of Consultants & Staff Members
 - a. Engineer:
 - b. Attorney:
 - c. Staff:
 - Community Dev Director: Comprehensive Plan RFP Selection
 - Police:
 - Public Works:
 - City Administrator:
9. Reports from Council Members
10. Report from Mayor
11. Old Business
12. New Business
13. Adjournment

Calendar of Events

- Jan 16: City Offices Closed for the Martin Luther King Holiday
- Jan 17: (Tues) City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm
- Jan 21: Planning Commission Meeting @ ISD #15 Central Services Center (District Offices) 7:00 pm
- Jan 27: Annual Chamber Dinner @ Refuge Golf Club for more info www.stfrancischamber.org

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

CITY COUNCIL MINUTES

December 5, 2016

1. **Call to Order:** The regular City Council meeting was called to order by Mayor Steve Kane at 6:00 pm.

2. **Roll Call:** Present were Mayor Steve Kane, Council members Richard Orpen, Rich Skordahl and Tim Brown. Also present were City Engineer Jared Voge (Bolton & Menk, Inc.), City Attorney Scott Lepak (Barna, Guzy & Steffen), Fire Chief Matt Kohout, Public Works Director Paul Teicher, Liquor Store Manager John Schmidt, Police Chief Todd Schwieger, City Finance Director Darcy Mulvihill, Community Development Director Kate Thunstrom, City Administrator Joe Kohlmann, and City Clerk Barb Held.

3. **Adopt Agenda:** MOTION BY BROWN SECOND ORPEN TO ADOPT THE DECEMBER 5, 2016 CITY COUNCIL AGENDA. Motion carried 4-0.

4. **Consent Agenda:** MOTION BY ORPEN SECOND BROWN TO APPROVE THE DECEMBER 5, 2016, CITY COUNCIL CONSENT AGENDA A-H AS FOLLOWS:
a. City Council Minutes - November 21, 2016
b. Accept the resignation of Fire Fighter David Jorgenson
c. Payment of Claims \$237,971.40 (Checks #71735 - 71804)
Motion carried 4-0.

5. **Meeting Open to the Public:** Tim Holen, PO Box 457 St. Francis, said he was glad hear you (city council) said the Pledge of Allegiance. It is the Pledge of Allegiance to the Republic for which we stand. Holen said he would let the residents talk about the taxes. I would like to have you contact the Anoka County Assessor regarding the values of the properties in St. Francis and the depressed areas. The rental rate the Federal Government gave us for the post office was the same rate as the 1990 and their reasoning is because it is in a depressed area. We had the option of keeping the rent the same or not having the post office. We felt the post office is important for the community. If that is the case, our value of the building should go back to the 1990's. I would like to ask the council to address the tax assessor about the depressed area. Holen also noted the economic state of St. Francis.

Kent Eittreim, 2930 239th Avenue NW, question about the open council position. My understanding and I was at the last meeting, that there was a special meeting called for Monday, December 12 to appoint a new councilmember to fill the vacancy is it correct. It is kind of an ethics question and why not wait and let the new city council vote. Is there somewhere it states you have to have the current councilmembers appoint? It was noted yes, City Charter. Eittreim said well then that is something that should be changed.

Kelly Anderson, 3220 Bridge Street NW, #105 I just wanted to introduce myself and inform you that I am opening up a new childcare center in the St. Francis Mall. It is called Destination Academy.

6. **Petitions, Requests, Applications:**

a. **2017 Proposed Budget Presentation:** City Finance Director, Darcy Mulvihill gave a power point presentation on the proposed 2017 Budget. Mulvihill stated the proposed budget is online. The proposed levy is \$3,244,573.00.

Mayor Kane opened up for public input at 6:00 pm.

Bob King, County Market I have my tax paper's with me. I did hear Tim did mention to get some help with the valuations of the buildings here in St. Francis. I have been hearing the taxes; water rates are too high and people are leaving. Had a city employee take the water bills one day when it was close to the 10th (due date) and they looked at the amount and said oh wow thanks. Tim also said it is a distressed area according to the Baker Tilly Corporation. The shopping center is in this area. I love this town, it has been good to us and you have some good kids here. I don't want to go anywhere. I ask that you get an appraiser up here. Kane asked if Kohlmann would like to contact Anoka County. Kane closed the public input session at 6:36 pm.

7. **Ordinances & Resolution:**

a. **Resolution 2016-61: Certifying Taxes Payable in 2017:** MOTION BY SKORDAHL SECOND BROWN TO ADOPT RESOLUTION 2016-61 CERTIFYING TAXES PAYABLE IN 2017. Motion carried 4-0.

b. **Resolution 2016-62: Adopting a Budget for 2017:** MOTION BY BROWN SECOND ORPEN TO ADOPT RESOLUTION 2016-62 ADOPTING A BUDGET FOR 2017. Motion carried 4-0.

c. **Resolution 2016-63: License Renewals for 2017:** MOTION BY ORPEN SECOND BROWN APPROVING THE LICENSE RENEWALS FOR 2017. Skordahl asked what happens if the Ponds would like to open before April 1st. Held stated they do have a caterers license they would be able to use. Motion carried 4-0.

d. **Resolution 2016-64: Declaring Surplus Property – Tablets:** MOTION BY SKORDAHL SECOND ORPEN TO ADOPT RESOLUTION 2016-64 A RESOLUTION DECLARING SURPLUS PROPERTY (COUNCIL TABLETS) AND AUTHORIZING THE DISPOSAL OF SAID PROPERTY. Motion carried 4-0.

e. **Resolution 2016-65: Provide a Cost of Living Adjustment (COLA) for Wages of Non-Union City Employees for 2017:** MOTION BY BROWN SECOND SKORDAHL TO ADOPT RESOLUTION 2016-65 A RESOLUTION TO PROVIDE A COST OF LIVING ADJUSTMENT (COLA) FOR NON-UNION CITY EMPLOYEES FOR 2017. Motion carried 4-0.

f. **Resolution 2016-66: 23611 Ambassador Blvd Abatement:** Kane said he heard a rumor. City staff did not make a mistake with this one, it is how Anoka County list property owners on their records. MOTION BY BROWN SECOND SKORDAHL TO ADOPT RESOLUTION 2016-66 A RESOLUTION FOR APPLICATION FOR ABATEMENT OF SPECIAL ASSESSMENT FOR PROPERTY LOCATED AT 23611 AMBASSADOR BOULEVARD NW. Motion carried 3-1. Orpen voting nay.

g. **Resolution 2016-67: Cancelling Second Meeting in December:** MOTION BY ORPEN SECOND SKORDAHL TO ADOPT RESOLUTION 2016-67 A RESOLUTION CANCELING THE DECEMBER 19, 2016 REGULAR CITY COUNCIL MEETING. Motion 4-0.

h. Ordinance 226, Second Series: Setting the Fee Schedule for 2017 (Second Reading): MOTION BY BROWN SECOND ORPEN TO APPROVE THE SECOND READING OF ORDINANCE 226, SECOND SERIES SETTING THE FEE SCHEDULE FOR 2017. Roll Call: Ayes: Orpen, Skordahl, Brown and Kane. Nays: None. Motion carried 4 -0.

i. Resolution 2016-69: Summery Publication of Ordinance 226, Second Series: MOTION BY SKORDAHL SECOND ORPEN TO ADOPT RESOLUTION 2016-69 A RESOLUTION AUTHORIZING THE SUMMARY PUBLICATION OF ORDINANCE 226, SECOND SERIES AMENDING SECTION 2-9-1 OF THE CITY CODE REGARDING THE FEE SCHEDULE FOR THE CITY OF ST. FRANCIS. Motion carried 4-0.

8. Reports of Consultants & Staff Members:

a. Engineer:

b. Attorney:

c. Staff:

Community Economic Development: Senior/Assisted Housing Tax Increment

Financing Request: Kate Thunstrom, Community Economic Development Director said before you is an application for Tax Increment Financing Assistance from LeGen Companies. Funding is requested to assist in the development of an 81 unit senior housing facility. This facility was approved by the Planning Commission and Council for the Development Amendment and site and building plans in November, 2015. That approval did not include any business subsidy's. LeGen is requesting \$1.5 million over a period of 10 years. There are several action steps required if council moves forward with tonight's consideration. A public hearing must be held first. This public hearing is not an adoption of a plan or approval of the development agreement. A timeline was provided listing the required meetings dates and actions. Tonight we have before you with two document for consideration. First is the resolution calling for a public hearing and second is the financial planning agreement.

a. Resolution 2016-68 – To Call for a Public Hearing: MOTION BY BROWN SECOND ORPEN ADOPT RESOLUTION 2016-68 A RESOLUTION CALLING A PUBLIC HEARING ON THE PROPOSED ESTABLISHMENT OF DEVELOPMENT DISTRICT NO. 2 AND THE PROPOSED ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 2-1 WITHIN THE DEVELOPMENT DISTRICT AND THE PROPOSED ADOPTION OF THE DEVELOPMENT PROGRAM AND TAX INCREMENT FINANCING PLAN. Motion carried 4-0.

b. Enter into a Financial Planning Agreement: MOTION BY SKORDAHL SECOND ORPEN TO ENTER INTO A FINANCIAL PLANNING AGREEMENT BETWEEN THE CITY OF ST. FRANCIS AND NORTHLAND SECURITIES TAX INCREMENT FINANCING DISTRICT (HOUSING). Motion carried 4-0.

Finance: 2015 GFOA Certificate of Achievement for Excellence in Financial

Reporting: Kane stated once again it is my pleasure to present a Certificate of Achievement for Excellence in Financial Reporting for the fiscal year ending December 31, 2015 to Finance Director Darcy Mulvihill.

Fire: a. Fire Calls Report: Fire Chief Matt Kohout gave a brief background of what the on-call firefighters regular full time occupations are. We are moving forward with the heart safe community. A report was provided summarizing the number and type of calls they respond to along with the number of meetings and drills. Orpen asked if we do all the training for medicals. Every second Wednesday we have medical training taught through Allina.

b. Succession Plan Update: A report was provided with some updates of the actions that have been taken to fulfill the Succession Plan effort.

Police:

Public Works:

City Administrator: Police Chief Position: Kohlmann reported on April 20, 2016 the City Council interview two candidates for the Chief of Police position left vacant by the retirement of Chief Harapat. At that time, Sergeant Rehling was appointed as Chief of Police. Both candidates successfully completed and were recommended for firing by the City's workplace assessment consultant. With the passing of Chief Rehling the city council appointed Todd Schwieger acting chief. Orpen said I think both interviewed really well and he has proven he can do the job while he was acting chief. MOTION BY ORPEN SECOND BROWN TO APPOINT TODD SCHWIEGER AS POLICE CHIEF. Kane said first I want to thank you. Brown said do you want to do it. Schwieger said I would take on the challenge. Motion carried 4-0.

With the permanent appointment of Chief Schwieger, the City will need a motion to delete a portion of Section D of the personnel policy referencing relatives be supervised by another relative. Chief Schwieger's brother Nate works as the City's Investigator. MOTION BY ORPEN SECOND BROWN TO DELETE SECTION D OF PERSONNEL POLICY PERTAINING TO SUPERVISING RELATIVES. **Motion carried 4-0.**

9. **Report from Councilmembers:** Skordahl said I think the City did a fabulous job in a tough situation.

Skordahl I don't think you can hear very good with people speaking at the microphone during council meetings.

10. **Report from Mayor:** Kane stated this is my last public meeting. Thank you to the voters for the last fourteen years. If I take, anything away is that we have defibrillators in the squad cars and Jake said it did save one live. There is a solid foundation of employees here and everyone works together. I see the city moving along

11. **Old Business:** None.

12. **New Business:** Kane said I would like the City to buy a brick for Jake (Chief Rehling) as we did as a parting gift for Chief Jeff Harapat when he retired.

MOTION BY STEVE SECOND BROWN TO BUY A BRICK IN MEMORY OF CHIEF JAKE REHLING. Motion carried 4-0.

13. **Adjournment:** Mayor Kane said I am adjourning for the last time as mayor at 7:03 pm.

Barbara I. Held, City Clerk

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

SPECIAL CITY COUNCIL MINUTES

December 12, 2016

1. **Call to Order:** The Special City Council meeting was called to order by Mayor Pro Tem Tim Brown at 4:00 pm.
2. **Roll Call:** Present were Mayor Pro Tem Tim Brown, Council members Richard Orpen and Rich Skordahl. Steve Kane excused. Also present were Council Elect Steve Feldman, Joe Muehlbauer, Robert Bauer, City Administrator Joe Kohlmann, and City Clerk Barb Held.
3. **Adopt Agenda:** MOTION BY ORPEN SECOND SKORDAHL TO ADOPT THE DECEMBER 12, 2016 CITY COUNCIL AGENDA. Motion carried 3-0.
4. **Payment of Claims:** MOTION BY ORPEN SECOND SKORDAHL TO APPROVE THE DECEMBER 12, 2016, PAYMENT OF CLAIMS WHICH INCLUDES PAY REQUEST NO. 17 TO GRIDOR CONSTRUCTION FOR \$371,485. AND CHECKS #71805-71863 \$160,053.21 and ACH #175E-177E \$493,922.27. Motion carried 3-0.
5. **Sergeant Appointment:** Police Chief Todd Schwieger reported on November 21, 2016 City Council meeting, a motion was made and approved to accept internal letters of interest for possibly two sergeant positions within the police department. Four officers submitted a letter of interest for the sergeant position. Before interviews were scheduled, one officer respectfully withdrew his letter of interest for various reasons. Three applicants were interviewed on December 8, 2016; Brandon Stemme, Ryan Larson and Dan Allen. The top two candidates are Ryan Larson and Dan Allen. Chief Schwieger gave the background of the two candidates and the reasoning of promoting two at this time. Chief Schwieger said they would be starting at Grade 13, Step 4 on January 9, 2017. Discussion was held on what type of extra duties they would be doing. Chief Schwieger said they would help with administrative duties and still would take calls and patrol depending on the schedules. MOTION BY ORPEN SECOND SKORDAHL APPROVING THE SERGEANT APPOINTMENTS OF RYAN LARSON AND DAN ALLEN. Motion carried 3-0.
6. **Interview Council Applicants and Fill Vacancy:** The City Council asked each applicant five questions with a chance at the end for them to say any closing remarks. The interview schedule went as follows: Jerry Tveit, Jeff Sandoval and Sarah Udvig. Jeff Sandoval went before Sarah Udvig due to a schedule conflict Sandoval had and Udvig agreed.

After the Council interviewed the candidates, the council members scored each answer and handed them to Joe Kohlmann for him to tally the points. After the points were added up the results were; Jerry Tveit, Jeff Sandoval and Sarah Udvig.

The current council briefly gave their reasoning for their rating. Discussion pursued with the current council and Mayor-elect Steve Feldman.

MOTION BY ORPEN SECOND SKORDAHL TO FOLLOW THE POINTING FROM THE INTERVIEWS AND APPOINT JERRY TVEIT TO FILL THE VACANCY CREATED WITH THE RESIGNATION OF CHRIS McCLISH. Motion carried 3-0.

7. **Adjournment:** MOTION BY ORPEN SECOND SKORDAHL TO ADJOURN THE SPECIAL CITY COUNCIL MEETING AT 4:59 PM. Motion carried 3-0.

Barbara I. Held, City Clerk

Upper Rum River Watershed Management Organization
Special Session Meeting Minutes of November 29, 2016

Present: Chair Dan Denno Malcolm Vinger, II Brian Mundle Scott Heaton
Ann Arcand Randy Bettinger Kevin Armstrong John West

Absent: Lan Tornes Todd Miller Calvin Bahr Richard Orpen

Audience: Chuck Schwartz, MSA
Eric Thompson, MSA via video conference
Dan Fabian, BWSR

3. 10-year A. Landlocked Basin Inventory decision
Water

Management Mr. Schwartz noted that Jamie Schurbon, Anoka Conservation District,
Plan communicated to him the latest WRAP update. Mr. Schurbon referenced the need
to keep water in the land, which is done by identifying landlocked basins.

The two main questions discussed were 1) if the landlocked basins inventory is necessary and if so, 2) who should pay for the cost of the inventory.

Currently, this inventory is not required by the State. It was discussed that if it were to become a requirement, it could be added to the Plan at a later date. The cost of an inventory could range anywhere from \$1,000 and up. Either each member community will be responsible for the cost its own inventory, or the cost could be passed onto developers as a property is developed. The Board does not want to push the cost on neither member cities nor developers.

Consensus of the Board was to omit Landlocked Basin Inventory from the Plan, with the \$6,000-line item cost to be removed from the budget. 7 votes to leave out, 1 vote to leave in.

Mr. Schwartz noted that the PCA may reclassify Roger Lake to a wetland and that the language in the Plan will be modified to represent this possible reclassification.

B. Review of revised draft Plan

Mr. Schwartz did a quick review of the requested revisions from the previous meeting and submitted Board comments. The budget has been changed to show \$21,500 per year.

What is included in the “watershed culvert inventory” to be done by cities? Discussed the County having the information on county road culverts, leaving the need for each city to keep an inventory/record if/when culverts are installed or changed within its city limits. Mr. Thompson suggested this item be rolled into the requirements of individual member cities. The Board was in agreement with Mr. Thompson’s suggestion and directed that the watershed culvert inventory be removed from the Plan and table of content, and that the \$10,000 budget amount be spread out over the next 10 years of the budget.

Mr. Mundle moved and Mr. West seconded to approve the draft 10-year Water Management Plan with the Plan language modified to represent the possible reclassification of Rogers Lake to a wetland, the omission of Landlocked Basin Inventory and Watershed Culvert Inventory, and that the Landlocked Basin Inventory cost of \$6,000 be removed from the budget and the Watershed Culvert Inventory cost of \$10,000 be spread out over the 10-year budget. Motion carried.

Submitted
by,

Gail
Gessner

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Secretar
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11/29/1
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4. Other In response to the City of Ham Lake's request for a W9, Mr. Armstrong prepared W9 forms for all member cities.

5. Adjourn **Mr. Heaton moved and Ms. Arcand seconded to adjourn at 8:09 pm. Motion carried.**

Unapproved



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4b

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Bill List to be considered by Council
DATE: 12/29/2016

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$171029.85 plus any additional bills that are handed out on Monday night. There are also 4 manual checks to be approved of \$993.69

ACTION TO BE CONSIDERED:

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

BUDGET IMPLICATION:

City bills

Attachments:

- 01-03-2017 Packet List
- 01-03-2017 Other Checks



12/29/2016 1:46 pm

PAYMENT BATCH AP JE1-03-17

ANOKA COUNTY PARKS & REC

12/14/2016	1231	E 225-45100-510	Land-Park Improvement	SUGAR HILLS REG TRAIL	15,000.00
					<u>\$15,000.00</u>

ASPEN MILLS

12/22/2016	191569	E 101-42210-437	Uniform Allowance	LEATHER FIRE BOOT	269.95
12/22/2016	191570	E 101-42110-437	Uniform Allowance	COLLAR BRASS STAR	16.70
					<u>\$286.65</u>

ASSURANT EMPLOYEE BENEFITS

12/20/2016	.0117	E 101-41400-130	Employer Paid Insurance	JANUARY PREMIUM	252.32
12/20/2016	.0117	E 101-41500-130	Employer Paid Insurance	JANUARY PREMIUM	75.67
12/20/2016	.0117	E 101-41910-130	Employer Paid Insurance	JANUARY PREMIUM	71.63
12/20/2016	.0117	E 101-42110-130	Employer Paid Insurance	JANUARY PREMIUM	715.95
12/20/2016	.0117	E 101-42400-130	Employer Paid Insurance	JANUARY PREMIUM	116.44
12/20/2016	.0117	E 101-43100-130	Employer Paid Insurance	JANUARY PREMIUM	180.67
12/20/2016	.0117	E 101-43210-130	Employer Paid Insurance	JANUARY PREMIUM	40.15
12/20/2016	.0117	E 101-45200-130	Employer Paid Insurance	JANUARY PREMIUM	180.67
12/20/2016	.0117	E 601-49440-130	Employer Paid Insurance	JANUARY PREMIUM	58.87
12/20/2016	.0117	E 602-49490-130	Employer Paid Insurance	JANUARY PREMIUM	58.86
12/20/2016	.0117	E 609-49750-130	Employer Paid Insurance	JANUARY PREMIUM	124.65
					<u>\$1,875.88</u>

BELLBOY CORPORATION

12/20/2016	56800600	E 609-49751-206	Freight and Fuel Charges	FREIGHT	52.70
12/20/2016	56800600	E 609-49751-251	Liquor For Resale	LIQUOR	4,285.35
12/20/2016	95099900	E 609-49750-210	Operating Supplies	OP SUPPLIES	78.44
12/20/2016	95099900	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.61
12/20/2016	95099900	E 609-49751-254	Miscellaneous Merchandise	MISC	51.40
					<u>\$4,472.50</u>

BERNICK COMPANIES, THE

12/23/2016	212961	E 609-49751-254	Miscellaneous Merchandise	MISC	20.00
12/23/2016	212962	E 609-49751-252	Beer For Resale	BEER	315.60
					<u>\$335.60</u>

BGS (BARNA GUZY)

11/30/2016	166043	E 101-41600-304	Civil Legal Fees	MISC FORFEITURES	91.00
					<u>\$91.00</u>

BOLTON & MENK, INC.

11/18/2016	0197028	E 101-41910-303	Engineering Fees	GENERAL ENG	146.00
11/18/2016	0197028	E 101-43100-303	Engineering Fees	GENERAL ENG	758.00
11/18/2016	0197028	E 101-45200-303	Engineering Fees	GENERAL ENG	320.00
11/18/2016	0197029	E 101-41910-303	Engineering Fees	EAST SHOP PLAT	405.00
11/18/2016	0197030	E 603-49490-418	Storm Water Management	MS4 PERMIT	2,539.00
11/18/2016	0197031	E 417-43100-303	Engineering Fees	PEDERSON DR IMP.	1,219.70
11/18/2016	0197032	G 803-22142	ESC-BL Holdings-Rum River 2	RUM RIVER BLUFFS PUD	5,874.00
11/18/2016	0197033	G 803-22139	Esc-Rum River Terrace	RUM RIVER TERRACE PUD	438.00
11/30/2016	0197595	G 602-16500	Construction in Progress	WWF IMPROVEMENT	37,497.93
					<u>\$49,197.63</u>

BREAKTHRU BEVERAGE

12/15/2016	1080568587	E 609-49751-206	Freight and Fuel Charges	FREIGHT	20.77
12/15/2016	1080568587	E 609-49751-251	Liquor For Resale	LIQUOR	659.56
12/15/2016	1080568587	E 609-49751-253	Wine For Resale	WINE	643.33

\$1,323.66**CARLSON MCCAIN, INC**

12/09/2016	0030187	E 101-41910-318	Economic Development	3518 BRIDGE ST NW	2,100.00
12/09/2016	0030188	E 101-41910-318	Economic Development	PID 323424230038	2,100.00

\$4,200.00**CEDAR CREEK BAKING COMPANY**

12/15/2016	.1216	E 101-42110-441	Miscellaneous	SANTA COOKIES	67.00
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\$67.00**CENTERPOINT ENERGY**

12/16/2016	.12160	E 101-41940-383	Gas Utilities	CITY HALL #3	37.99
12/16/2016	.12160	E 101-41940-383	Gas Utilities	CITY HALL #4	28.44
12/16/2016	.12160	E 101-41940-383	Gas Utilities	CITY HALL #2	16.86
12/16/2016	.12160	E 101-41940-383	Gas Utilities	CITY HALL #1	29.50
12/16/2016	.12160	E 101-42110-383	Gas Utilities	POLICE/PW	791.03
12/16/2016	.12160	E 101-42210-383	Gas Utilities	FIRE GENERATOR	13.29
12/16/2016	.12160	E 101-42210-383	Gas Utilities	FIRE	775.32
12/16/2016	.12160	E 101-43100-383	Gas Utilities	POLICE/PW	197.76
12/16/2016	.12160	E 101-45200-383	Gas Utilities	POLICE/PW	197.76
12/16/2016	.12160	E 101-45200-383	Gas Utilities	WARMING HOUSE	174.58
12/16/2016	.12160	E 601-49440-383	Gas Utilities	PUBLIC WORKS (4020 ST FRAN	75.62
12/16/2016	.12160	E 601-49440-383	Gas Utilities	POLICE/PW	197.76
12/16/2016	.12160	E 601-49440-383	Gas Utilities	WATER PLANT	572.17
12/16/2016	.12160	E 602-49490-383	Gas Utilities	WWTP	475.21
12/16/2016	.12160	E 602-49490-383	Gas Utilities	LIFT (23699 AMBASSADOR)	12.88
12/16/2016	.12160	E 602-49490-383	Gas Utilities	POLICE/PW	197.74
12/16/2016	.12160	E 602-49490-383	Gas Utilities	PUBLIC WORKS (4020 ST FRAN	75.62
12/16/2016	.12160	E 609-49750-383	Gas Utilities	LIQUOR	186.45

\$4,055.98**CHANKASKA CREEK**

12/19/2016	204566	E 609-49751-251	Liquor For Resale	LIQUOR	184.80
12/19/2016	204566	E 609-49751-253	Wine For Resale	WINE	117.60

\$302.40**CITY EMPLOYEES UNION, LOCAL #3**

12/20/2016	.0117	G 101-21707	Union Dues	JAN DUES	206.80
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\$206.80**CLAREYS SAFETY EQUIPMENT, INC.**

12/27/2016	169528	E 101-42210-237	Small Equipment	GATE VALVE & FAN	1,663.80
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\$1,663.80**COLONIAL INSURANCE**

12/25/2016	7129661-0105303	G 101-21712	Colonial Insurance	JANUARY PREMIUM	328.72
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\$328.72**CONNEXUS ENERGY**

12/21/2016	.1216	E 101-41940-381	Electric Utilities	SIGN	70.35
12/21/2016	.1216	E 101-41940-381	Electric Utilities	CITY HALL	328.98
12/21/2016	.1216	E 101-42110-381	Electric Utilities	SIREN	5.00
12/21/2016	.1216	E 101-42110-381	Electric Utilities	POLICE/PW	831.29
12/21/2016	.1216	E 101-42110-381	Electric Utilities	SIREN	5.00
12/21/2016	.1216	E 101-42210-381	Electric Utilities	FIRE	433.89
12/21/2016	.1216	E 101-43100-381	Electric Utilities	POLICE/PW	207.82
12/21/2016	.1216	E 101-43100-386	Street Lighting	STREET LIGHTS	3,445.55
12/21/2016	.1216	E 101-45200-381	Electric Utilities	POLICE/PW	207.82
12/21/2016	.1216	E 101-45200-381	Electric Utilities	PARKS	281.82
12/21/2016	.1216	E 601-49440-380	Electric-System	WATER	3,707.37
12/21/2016	.1216	E 601-49440-381	Electric Utilities	POLICE/PW	207.82
12/21/2016	.1216	E 602-49490-381	Electric Utilities	LIFT STATIONS	7,285.88
12/21/2016	.1216	E 602-49490-381	Electric Utilities	POLICE/PW	207.82
12/21/2016	.1216	E 609-49750-381	Electric Utilities	LIQUOR STORE	798.82

\$18,025.23**COUNTRY SIDE SERVICES**

12/20/2016	9598	E 101-43100-218	Equipment Repair & Maintenance	PARTS	565.91
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					\$565.91
COUNTY MARKET - CITY ACCOUNT					
12/01/2016	.1216	E 101-42210-212	Motor Fuels	FUEL	100.28
					\$100.28
CRYSTAL SPRINGS ICE					
12/19/2016	003.b002456	E 609-49751-254	Miscellaneous Merchandise	MISC	48.64
					\$48.64
DAHLHEIMER DIST. CO. INC.					
12/14/2016	1226486	E 609-49751-252	Beer For Resale	BEER	3,614.45
12/14/2016	1226486	E 609-49751-255	N/A Products	NA	25.10
12/16/2016	.1216	E 609-49751-252	Beer For Resale	BEER	(39.20)
12/21/2016	1226533	E 609-49751-252	Beer For Resale	BEER	13,635.25
12/21/2016	1226533	E 609-49751-254	Miscellaneous Merchandise	MISC	84.00
					\$17,319.60
DELTA DENTAL					
12/15/2016	6738832	G 101-21711	Dental Insurance	JANUARY PREMIUM	623.35
					\$623.35
ECM PUBLISHERS, INC.					
12/09/2016	438075	E 101-41400-351	Legal Notices Publishing	PUBLICATION	75.25
12/11/2016	438776	E 601-49440-352	General Notices and Pub Info	PW JOB POSTING	85.50
12/11/2016	438776	E 602-49490-352	General Notices and Pub Info	PW JOB POSTING	85.50
					\$246.25
EMBEDDED SYSTEMS					
12/01/2016	34113	E 101-42110-311	Contract	SIREN MAINTENANCE	527.16
					\$527.16
FLAHERTYS HAPPY TYME CO					
12/19/2016	32906	E 609-49751-254	Miscellaneous Merchandise	MISC	114.00
					\$114.00
G&K SERVICES, INC					
12/13/2016	1043645736	E 609-49750-219	Rug Maintenance	RUGS	11.23
12/13/2016	1043645737	E 601-49440-402	Janitorial Service	RUGS	23.04
12/13/2016	1043645738	E 101-42110-402	Janitorial Service	RUGS & SUPPLIES	23.72
12/13/2016	1043645738	E 101-43100-402	Janitorial Service	RUGS & SUPPLIES	5.92
12/13/2016	1043645738	E 101-45200-402	Janitorial Service	RUGS & SUPPLIES	5.92
12/13/2016	1043645738	E 601-49440-402	Janitorial Service	RUGS & SUPPLIES	5.92
12/13/2016	1043645738	E 602-49490-402	Janitorial Service	RUGS & SUPPLIES	5.92
12/13/2016	1043645739	E 601-49440-417	Uniform Clothing & PPE	UNIFORM CLEANING	4.90
12/13/2016	1043645739	E 602-49490-417	Uniform Clothing & PPE	UNIFORM CLEANING	4.90
12/20/2016	1043651386	E 601-49440-417	Uniform Clothing & PPE	UNIFORMS	4.90
12/20/2016	1043651386	E 602-49490-417	Uniform Clothing & PPE	UNIFORMS	4.90
12/27/2016	1043657096	E 101-41940-219	Rug Maintenance	RUGS	16.16
					\$117.43
GERDIN AUTO SERVICE, INC.					
12/09/2016	84544	E 101-42110-441	Miscellaneous	FORFEITURE	124.00
					\$124.00
GOODRICH, MICHELLE					
11/20/2016	4798	E 601-49440-444	Refund & Reimbursement	REFUND ACCT# 4798	185.13
					\$185.13
GRANITE CITY JOBBING CO.					
12/13/2016	31271	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
12/13/2016	31271	E 609-49751-254	Miscellaneous Merchandise	MISC	41.15
12/13/2016	31271	E 609-49751-256	Tobacco Products For Resale	TOBACCO	511.88
12/20/2016	31974	E 609-49750-210	Operating Supplies	OP SUPPLIES	48.59
12/20/2016	31974	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.08
12/20/2016	31974	E 609-49751-254	Miscellaneous Merchandise	MISC	96.98
12/20/2016	31974	E 609-49751-256	Tobacco Products For Resale	TOBACCO	1,244.15
12/20/2016	31974	G 101-20810	Sales Tax Payable	USE TAX	(0.48)

						\$1,953.60
GREAT LAKES COCA-COLA						
12/13/2016	3609201580	E 609-49751-254	Miscellaneous Merchandise	MISC		605.66
						\$605.66
HAMACK, JASON						
10/20/2016	3964	E 601-49440-444	Refund & Reimbursement	REFUND ACCT# 3964		203.78
						\$203.78
HAWKINS, INC.						
12/06/2016	3991668	E 602-49490-216	Chemicals and Chem Products	CHEMICALS		3,359.13
						\$3,359.13
HOISINGTON KOEGLER GROUP, INC						
12/10/2016	016-143-5	E 101-41910-318	Economic Development	DOWNTOWN PLANNING		5,810.00
						\$5,810.00
INNOVATIVE OFFICE SOLUTIONS, L						
12/14/2016	IN1428622	E 101-42110-200	Office Supplies	OFFICE SUPPLIES PD		317.79
12/20/2016	IN1435991	E 101-41400-200	Office Supplies	OFFICE SUPPLIES		24.37
						\$342.16
ISANTI COUNTY TREASURER						
12/16/2016	99-1018	E 101-41410-441	Miscellaneous	ELECTION EQUIP RENTAL		1,128.00
						\$1,128.00
ISD #15						
12/19/2016	2827	E 101-42110-221	Vehicle Repair & Maintenance	2016 DODGE CHARGER		65.98
12/19/2016	2832	E 101-42110-221	Vehicle Repair & Maintenance	2015 DODGE		151.02
12/19/2016	2834	E 101-42110-221	Vehicle Repair & Maintenance	2015 DODGE CHARGER		77.56
12/22/2016	2880	E 101-43100-218	Equipment Repair & Maintenance	2004 INTERNATIONAL		1,274.68
						\$1,569.24
J.P. COOKE COMPANY						
12/21/2016	430099	E 101-42110-217	Other Operating Supplies	METAL LIC TAGS		100.50
						\$100.50
JENSEN, BONNIE						
11/20/2016	1986	E 601-49440-444	Refund & Reimbursement	REFUND ACCT# 1986		274.12
						\$274.12
JJ TAYLOR DISTRIBUTING						
12/14/2016	2615899	E 609-49751-206	Freight and Fuel Charges	FREIGHT		3.00
12/14/2016	2615899	E 609-49751-252	Beer For Resale	BEER		550.40
12/21/2016	2615937	E 609-49751-206	Freight and Fuel Charges	FUEL		3.00
12/21/2016	2615937	E 609-49751-252	Beer For Resale	BEER		534.80
						\$1,091.20
JOCHUM, TROY						
11/20/2016	2373	E 601-49440-444	Refund & Reimbursement	REFUND ACCT# 2373		195.48
						\$195.48
JOHNSON BROS WHLSE LIQUOR						
12/09/2016	604010	E 609-49751-206	Freight and Fuel Charges	FREIGHT		(1.52)
12/09/2016	604010	E 609-49751-251	Liquor For Resale	LIQUOR		(83.00)
12/09/2016	604011	E 609-49751-206	Freight and Fuel Charges	FREIGHT		(1.52)
12/09/2016	604011	E 609-49751-253	Wine For Resale	WINE		(32.00)
12/12/2016	604197	E 609-49751-251	Liquor For Resale	LIQUOR		(24.21)
12/12/2016	604198	E 609-49751-253	Wine For Resale	WINE		(13.15)
12/12/2016	604199	E 609-49751-251	Liquor For Resale	LIQUOR		(26.30)
12/14/2016	5610707	E 609-49751-206	Freight and Fuel Charges	FREIGHT		18.24
12/14/2016	5610707	E 609-49751-251	Liquor For Resale	LIQUOR		1,344.08
12/14/2016	5610708	E 609-49751-206	Freight and Fuel Charges	FREIGHT		27.36
12/14/2016	5610708	E 609-49751-253	Wine For Resale	WINE		1,310.40
12/16/2016	605649	E 609-49751-206	Freight and Fuel Charges	FREIGHT		(1.52)
12/16/2016	605649	E 609-49751-253	Wine For Resale	WINE		(32.00)
12/16/2016	605650	E 609-49751-206	Freight and Fuel Charges	FREIGHT		(1.52)
12/16/2016	605650	E 609-49751-253	Wine For Resale	WINE		(52.40)

12/18/2016	5612454	E 609-49751-206	Freight and Fuel Charges	FREIGHT	74.48
12/18/2016	5612454	E 609-49751-253	Wine For Resale	WINE	2,740.00
12/23/2016	607026	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.52)
12/23/2016	607026	E 609-49751-253	Wine For Resale	WINE	(66.10)
					\$5,177.80

LAW ENFORCEMENT LABOR SVCS.

12/20/2016	.0117	G 101-21707	Union Dues	JAN DUES	196.00
					\$196.00

LITTLE FALLS MACHINE INC.

12/06/2016	00059097	E 101-43100-218	Equipment Repair & Maintenance	TRUCK PLOW CYLINDER	441.78
					\$441.78

MCDONALD DIST CO.

12/15/2016	331865	E 609-49751-252	Beer For Resale	BEER	5,520.25
12/23/2016	335978	E 609-49751-252	Beer For Resale	BEER	356.00
					\$5,876.25

MED-COMPASS, INC.

12/14/2016	30538	E 101-42210-305	Medical & Testing Fees	SCBA MED EXAM	80.00
					\$80.00

MES-MIDAM

12/12/2016	IN1087954	E 402-42210-580	C-O-L Other Equipment	LETTERING	158.22
					\$158.22

MN CHIEFS OF POLICE ASSN.

11/22/2016	1217	E 101-42110-433	Dues and Subscriptions	MEMBERSHIP RENEWAL	230.00
					\$230.00

MN CRIME PREVENTION ASSN.

12/15/2016	.1216	E 101-42110-433	Dues and Subscriptions	MEMBERSHIP	45.00
					\$45.00

MN NCPERS LIFE INSURANCE

12/22/2016	7334117	G 101-21713	MN Life	JANUARY PREMIUM	16.00
					\$16.00

MN POLLUTION CONTROL AGENCY

01/01/2017	.0117	E 602-49490-433	Dues and Subscriptions	THELEN-LICENSE RENEWAL	23.00
					\$23.00

MY ALARM CENTER

12/15/2016	8223268	E 609-49750-445	Security	LIQUOR STORE ALARM	39.15
					\$39.15

NO. ANOKA PLUMBING

11/20/2016	2494	E 601-49440-444	Refund & Reimbursement	REFUND ACCT#2494	11.97
					\$11.97

PACE ANALYTICAL SERVICES

12/12/2016	161274306	E 601-49440-313	Sample Testing	SAMPLE TESTING	135.00
12/16/2016	161274521	E 602-49490-313	Sample Testing	SAMPLE TESTING	45.00
12/20/2016	161274613	E 602-49490-313	Sample Testing	TESTING	45.00
12/20/2016	161274616	E 602-49490-313	Sample Testing	TESTING	15.00
					\$240.00

PAUSTIS WINE COMPANY

12/12/2016	8572829-IN	E 609-49751-206	Freight and Fuel Charges	FREIGHT	8.75
12/12/2016	8572829-IN	E 609-49751-253	Wine For Resale	WINE	578.00
					\$586.75

PHILLIPS WINE & SPIRITS CO.

12/08/2016	2086589	E 609-49751-206	Freight and Fuel Charges	FREIGHT	21.00
12/08/2016	2086589	E 609-49751-251	Liquor For Resale	LIQUOR	2,000.00
12/08/2016	252307	E 609-49751-251	Liquor For Resale	LIQUOR	(18.20)
12/08/2016	252308	E 609-49751-251	Liquor For Resale	LIQUOR	(9.22)

12/09/2016	252422	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(34.96)
12/09/2016	252422	E 609-49751-251	Liquor For Resale	LIQUOR	(1,600.00)
12/14/2016	2090245	E 609-49751-206	Freight and Fuel Charges	FREIGHT	13.68
12/14/2016	2090245	E 609-49751-251	Liquor For Resale	LIQUOR	1,022.00
12/16/2016	253125	E 609-49751-251	Liquor For Resale	LIQUOR	(37.67)
12/16/2016	253126	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.52)
12/16/2016	253126	E 609-49751-251	Liquor For Resale	LIQUOR	(118.00)
12/16/2016	253127	E 609-49751-251	Liquor For Resale	LIQUOR	(14.56)
					\$1,222.55

PREMIER SPECIALTIES

12/16/2016	16-1216-A	E 101-41110-441	Miscellaneous	NAME BAGDES	41.00
					\$41.00

QUALITY FLOW SYSTEMS, INC.

12/08/2016	32931	E 602-49490-229	Project Repair & Maintenance	PARTS	1,828.37
					\$1,828.37

ROSEVILLE, CITY OF

12/19/2016	0222317	E 101-41110-310	Computer Consulting Fees	IT SERVICES	325.94
12/19/2016	0222317	E 101-41400-310	Computer Consulting Fees	IT SERVICES	1,195.14
12/19/2016	0222317	E 101-42110-310	Computer Consulting Fees	IT SERVICES	1,466.76
12/19/2016	0222317	E 101-42210-310	Computer Consulting Fees	IT SERVICES	260.75
12/19/2016	0222317	E 101-42400-310	Computer Consulting Fees	IT SERVICES	54.40
12/19/2016	0222317	E 101-43100-310	Computer Consulting Fees	IT SERVICES	347.67
12/19/2016	0222317	E 101-45200-310	Computer Consulting Fees	IT SERVICES	456.32
12/19/2016	0222317	E 601-49440-310	Computer Consulting Fees	IT SERVICES	434.59
12/19/2016	0222317	E 602-49490-310	Computer Consulting Fees	IT SERVICES	434.59
12/19/2016	0222317	E 609-49750-310	Computer Consulting Fees	IT SERVICES	434.59
12/19/2016	0222356	E 101-41940-321	Telephone	PHONE	79.39
12/19/2016	0222356	E 101-42110-321	Telephone	PHONE	79.39
12/19/2016	0222356	E 101-42210-321	Telephone	PHONE	79.39
12/19/2016	0222356	E 101-43100-321	Telephone	PHONE	79.39
12/19/2016	0222356	E 101-45200-321	Telephone	PHONE	79.39
12/19/2016	0222356	E 601-49440-321	Telephone	PHONE	79.39
12/19/2016	0222356	E 602-49490-321	Telephone	PHONE	79.39
12/19/2016	0222356	E 609-49750-321	Telephone	PHONE	79.44
					\$6,045.92

SEMLER HOMES

11/20/2016	4863	E 601-49440-444	Refund & Reimbursement	REFUND ACCT# 4863	430.32
					\$430.32

SOUTHERN GLAZERS OF MN

12/15/2016	1487199	E 609-49751-206	Freight and Fuel Charges	FREIGHT	32.00
12/15/2016	1487199	E 609-49751-253	Wine For Resale	WINE	2,128.00
12/15/2016	1487200	E 609-49751-206	Freight and Fuel Charges	FREIGHT	25.28
12/15/2016	1487200	E 609-49751-251	Liquor For Resale	LIQUOR	3,259.00
					\$5,444.28

ST. FRANCIS TRUE VALUE HARDWAR

11/08/2016	35692	E 101-41940-401	Repairs/Maint Buildings	O RING COMM CENTER	1.98
					\$1.98

STEIGER, NICK

11/20/2016	4785	E 601-49440-444	Refund & Reimbursement	REFUND ACCT# 4785	70.15
					\$70.15

THE AMERICAN BOTTLING COMPANY

12/15/2016	7421269815	E 609-49751-254	Miscellaneous Merchandise	MISC	261.52
					\$261.52

THORPE DISTRIBUTING COMPANY

12/16/2016	1187495	E 609-49751-252	Beer For Resale	BEER	186.00
					\$186.00

TJ ASSOCIATES

12/06/2016	221329	E 101-41110-344	Newsletter	NEWSLETTER	122.66
12/06/2016	221329	E 101-41400-441	Miscellaneous	NEWSLETTER	122.66

12/06/2016	221329	E 101-42110-441	Miscellaneous	NEWSLETTER	122.66
12/06/2016	221329	E 101-42210-441	Miscellaneous	NEWSLETTER	122.65
12/06/2016	221329	E 101-42400-352	General Notices and Pub Info	NEWSLETTER	122.66
12/06/2016	221329	E 101-43100-441	Miscellaneous	NEWSLETTER	122.66
12/06/2016	221329	E 101-43210-439	Recycling Days	NEWSLETTER	260.25
12/06/2016	221329	E 101-45200-441	Miscellaneous	NEWSLETTER	122.66
12/06/2016	221329	E 601-47000-601	Debt Srv Bond Principal	NEWSLETTER	122.66
12/06/2016	221329	E 602-49490-441	Miscellaneous	NEWSLETTER	122.66
12/06/2016	221329	E 609-49750-441	Miscellaneous	NEWSLETTER	122.66
12/13/2016	221432	E 101-41400-200	Office Supplies	ENVELOPES	84.50
12/14/2016	221455	E 101-42110-217	Other Operating Supplies	PHOTO CARDS	92.50
					\$1,663.84

U S BANK EQUIPMENT FINANCE

12/15/2016	319515003	E 101-41400-240	Office Equip	COPIER LEASE	39.16
12/15/2016	319515003	E 101-43100-240	Office Equip	COPIER LEASE	39.16
12/15/2016	319515003	E 101-43210-240	Office Equip	COPIER LEASE	39.16
12/15/2016	319515003	E 101-45200-240	Office Equip	COPIER LEASE	39.16
12/15/2016	319515003	E 601-49440-240	Office Equip	COPIER LEASE	39.16
12/15/2016	319515003	E 602-49490-240	Office Equip	COPIER LEASE	39.20
					\$235.00

UPPER RUM RIVER WATERSHED MGT

11/22/2016	.1216	E 603-49490-418	Storm Water Management	1ST HALF 2017	2,289.00
					\$2,289.00

VESSCO, INC.

12/02/2016	68032	E 601-49440-233	Water Treatment Plant Maint	PARTS	65.10
					\$65.10

WALLER, ADAM

11/20/2016	4193	E 601-49440-444	Refund & Reimbursement	REFUND ACCT# 4193	85.43
					\$85.43

\$171,029.85

FUND SUMMARY

101 GENERAL FUND	\$36,211.80
225 PARK FUND	\$15,000.00
402 CAPITAL EQUIPMENT	\$158.22
417 2015-PEDERSON DRIVE	\$1,219.70
601 WATER FUND	\$7,276.15
602 SEWER FUND	\$51,904.50
603 STORM WATER	\$4,828.00
609 MUNICIPAL LIQUOR FUND	\$48,119.48
803 ESCROW	\$6,312.00
Total	
	171,029.85

CITY OF ST. FRANCIS
1/3/2017

Checks cut since last Council Meeting

Check Number	Check Date	Payee	Description	Amount
71864	12/29/2016	Verizon Wireless	Fire Data	210.06
71865	12/29/2016	U S Bank Equipment Finance	Copier Lease	579.00
71866	12/29/2016	Dex Media	Advertising	77.00
71867	12/29/2016	Centurylink	Phone	\$ 127.63
TOTAL				993.69

Disbursements via Debits to 4M Account

Payee	Description	Amount
TOTAL		0.00

Disbursements via Debits to Checking Account

[illegible]

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

7A

TO: Honorable Mayor & Council
FROM: Joe Kohlmann, City Administrator
SUBJECT: **Engineering and Planning Services RFPs**
DATE: 1-3-2017

OVERVIEW:

Attached are Requests for Proposals for City Engineer and City Planning Services. The proposal forms will be sent to a number of different engineering and planning firms. The tentative timeline for the proposals is below:

City Council Approval of RFP: January 3rd, 2017

Advertise and Distribute RFP: January 4th, 2017.

Submittal Deadline: February 1st, 2017

Review of Proposals: February 1st, 2017

Interviews: Scheduled as needed

Appointment of City Engineer and Planner: February 6th or 20th

Start Date: As soon as possible

ACTION TO BE CONSIDERED:

Motion to authorize City Staff to send out the attached Requests for Proposals.



Request for Proposals
For
City Engineer Services

Proposals Due:
February 1st, 2017 at 12:00 p.m.
Submit hard copies of proposals to:
City Hall
23340 Cree Street NW
St. Francis, MN 55070

Table of Contents

- I. Introduction
- II. Background
- III. Instructions to Proposers
- IV. Proposal Contents
- V. Scope of Work
- VI. Compensation
- VII. Selection
- VIII. Tentative Timeline

I. Introduction

The St. Francis City Council invites interested engineering firms to submit written proposals to provide City Engineer services to the City. As the City Engineer, the firm will be expected to play a proactive role in helping the City Council and City Staff make appropriate decisions regarding City infrastructure. As City Engineer, the selected firm will be expected to provide a wide range of engineering services. The City Council will select the City Engineer and the Engineer is expected to work closely with City Staff.

II. Background

The City of St. Francis is located in northern Anoka County along Highway 47. The community is approximately 30 miles north from Minneapolis. The City provides a wide array of services including streets, parks, wastewater, water, storm water, planning and zoning, economic development, fire protection, and law enforcement.

The City has a General Fund budget for 2017 totaling \$4,367,898. The City overall City Budget for 2017 is \$11,015,122.

The City will be discussing a proposed comprehensive Capital Improvement Plan in 2017 for implementation in 2018. The CIPs include plans for streets, storm sewer, water distribution system, sanitary sewer collection system, public buildings and park facilities. The *draft* Capital Improvement Plans project total projects to be \$5 million+. Much of this cost is attributed to roads, collection system, and distribution system. The City owns and operates their own water plant (2008) and wastewater facility (online in 2017). Please see the City's website for more details on water and wastewater infrastructure.

III. Instructions to Proposers

- A. All proposals should be sent and all questions and correspondence should be directed to:

City of St. Francis

ATTN: Joe Kohlmann, City Administrator

23340 Cree Street NW

St. Francis, MN 55070

(763) 235-2301

- B. All proposals must be received no later than 12:00 p.m., February 1st, 2017. Eleven (10) copies of the proposal must be presented. The copies shall be sealed and clearly identified with "City Engineer RFP" by the submittal deadline.
- C. In order to be considered a valid proposal, each proposal must meet the following requirements:
 - a. Written proposals received after 12:00 p.m., February 1st, 2017 will not be considered.
 - b. Each proposal must be signed by an officer of your company who can be held accountable for all representations.
- D. The proposal shall be limited to a maximum of thirty pages, printed on one side. Additional material, other than that requested by the City of St. Francis, will be disregarded.
- E. The City will review the proposals and may schedule interviews for finalists.

IV. Proposal Contents

A. Title Page

Show the proposal subject, the name of the proposer's firm, address, telephone number, name of the contact person and the date.

B. Table of Contents

Include a clear identification of the material by section and page number.

C. Identification and Qualifications of Assigned Personnel

The ideal firm should have extensive experience in municipal engineering including planning and reviewing of construction projects (public and private), preparation of feasibility reports, construction inspection, preparation of assessment rolls, plat review, LGU implementation (WCA and MS4 NPDES), city park development, and utility studies. The ideal firm would be a full-service firm.

1. The name of the person who will be responsible for the management and administration of engineering services with the City together with a resume describing that person's experience and qualifications.

2. The names and resumes of the professional staff that will be assigned to provide engineering services to the City.
 3. An organizational chart identifying team members and their areas of responsibility.
 4. A statement committing the aforementioned staff to this proposal.
 5. Background information concerning the firm, including the number of years in business under this name and the number and breakdown of personnel in the proposing office.
- D. Proposer's Detailed Approach to the Scope of Services
1. The proposal shall address in detailed fashion the approach of the firm or combination of firms to the Scope of Work.
- E. List of References and Potential Conflicts
1. A minimum of five references for public clients shall be provided.
 2. Potential conflicts of interest must be disclosed.

V. Scope of Services

The City of St. Francis is searching for a firm that will provide professional services for engineering. The general work elements are outlined below.

A. Engineering Services

1. Preparation of Feasibility Studies (Preliminary Engineering Reports)

Collect, interpret and report on existing information available which will affect the feasibility of the proposed project and gather new information as necessary to provide a valid design basis, with possible alternatives. Cost estimates for the projects will be provided along with a final report with recommendations to be presented to the City and public hearings.

2. Preparation of Plans and Specifications

When so directed, prepare plans, specifications, bid forms and construction documents for the required improvement including preparation of permits necessary to accomplish the work and assisting in advertising for bids, tabulate bids, and make recommendations as to the award of the contract.

3. Construction Assistance

Will provide observation of construction work, prepare supplementary drawings as required, review shop drawings and make recommendations on requests for partial and final payments to contractors. Will consult with City staff on problems during construction and make final inspection and report on the completed project.

B. Special Services

Provide additional services in the areas of surveying, environmental and landscape architecture as needed including: 1) field survey staking for construction projects, land surveys, easements surveys, and easement descriptions and computations; 2) assist in easement acquisition; 3) wetland delineations and reviews, tree inventories plus implementing environmental regulations standards and forms; 4) park/trail planning, landscape design review and recommendations; and 5) any other work deemed appropriate by the City Council.

C. Meeting Attendance

Shall attend regular City Council meetings when requested by the City Administrator and other meetings as needed.

VI. Compensation

Please fill out a table similar to the one below and submit a comprehensive table with your proposed rate structure. The table should include identified compensation rates for all the following below. If your firm has an alternative method for billing, please provide as detailed as possible, the rates of compensation for engineering services with your firm.

A. Hourly Rate

Provide an hourly rate sheet for work conducted on individual applications. The work shall include but not be limited to the following services: meetings, site visits, information gathering, plan reviews, staff reports, council presentations and permit follow-up.

For City projects that are larger in scope, an estimate project fee will be submitted to be agreed upon by the City prior to the start of work. If services are to exceed the scope of the project or exceed the approved budget, a change order will be submitted to the City for review and approval.

B. Reimbursable Expenses

Include the proposed rates for reimbursable expenses including mileage for travel, copies, postage for mailings, messenger service, other agencies' plan review fees, etc.

C. Billings

Detailed billings should be submitted monthly and need to include date, time, project address, and specific work performed. Separate invoices will be created for each applicant to simplify billing processes.

Indicate estimated not to exceed cost percent multiplier of estimated cost for projects totaling:

Estimated Project Construction Cost	Design & Bidding Percent Multiplier	Construction Administration Percent Multiplier
\$50,000 - \$100,000		
\$100,000 - \$250,000		
\$250,000 - \$500,000		
\$500,000 - \$1,000,000		
\$1,000,000 - \$1,500,000		
\$1,500,000 - \$2,500,000		
\$2,500,000 - \$5,000,000		

Indicate hourly billing rate for all other engineering services:

Type of position	Hourly rate
Engineer	
Engineering Tech	
Administration	
Other positions as applicable	

Indicate reimbursable expenses:

Reimbursable Expenses	Amount
Mileage for travel	
Copies	
Postage for mailings	
Other expenses	

The intent is to use these proposed compensation multipliers and costs as part of a base contract that will be used as a basis (based on project difficulty and nature) to arrive at a not to exceed fixed fee for specific projects. Projects under \$50,000 estimated cost will be negotiated and agreed upon for a not to exceed amount.

VII. Selection

- A. The City of St. Francis reserves the right to reject any or all proposals, and is not bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the City.
- B. Selection of the firms to be interviewed shall be based upon, but not limited to, the following criteria:
 - 1. The firm's approach to and understanding of the Scope of Work.
 - 2. The firm's experience with similar contracts and clients.
 - 3. The experience and qualifications of the proposed staff in providing similar services.
 - 4. The firm's demonstrated ability to deliver work on time and within budget.
 - 5. The extent of involvement by key personnel.
 - 6. The extent to which previous clients have found the firm's services acceptable.
 - 7. The firm's most significant qualifications for this project.
 - 8. Previous City experience with the proposing firm, if any.

C. Terms and Conditions

- a. The City of St. Francis reserves the right to cancel or amend the request for proposals at any time. The City of St. Francis reserves the right to determine the successful respondent. The City of St. Francis reserves the right to reject any or all proposals.
- b. The City of St. Francis will not be liable for any costs incurred by the firm responding to this request.
- c. The firm shall not assign any interest in this proposal and shall not transfer any interest in the same without the prior written consent of the City of St. Francis.
- d. For the purposes of this agreement, the consultant shall be deemed to be an independent contractor, and not an employee of the organization. Any and all agents, servants, or employees of the firm or other persons, while engaged in the performance of any work or services required to be performed by the City of St. Francis under this agreement, shall not be considered employees of the City of St. Francis and any and all actions which arise as a consequence of any act or omission on the part of the firm, its agents, servants, employees or other persons shall in no way be the obligation or responsibility of the City of St. Francis. The consultant, its agents, servants, or employees shall be entitled to none of the rights, privileges, or benefits of organization employees except as otherwise may be stated herein.

No official or employee of the City of St. Francis who exercises any responsibilities in the review, approval or carrying out of the proposal shall participate in any decision which affects his or her direct or indirect personal or financial interest.

VIII. Tentative Timeline

City Council Approval of RFP: January 3rd, 2017 Advertise and Distribute RFP: January 4th, 2017. Submittal Deadline: February 1st, 2017

Review of Proposals: February 1st, 2017

Interviews: Scheduled as needed

Appointment of City Engineer and Planner: February 6th or 20th

Start Date: As soon as possible



Request for Proposals
For
City Planner Services

Proposals Due:

February 1st, 2017 at 12:00 p.m.

Submit hard copies of proposals to:

City Hall

23340 Cree Street NW

St. Francis, MN 55070

Table of Contents

- I. Introduction
- II. Background
- III. Instructions to Proposers
- IV. Proposal Contents
- V. Scope of Work
- VI. Compensation
- VII. Selection
- VIII. Tentative Timeline

I. Introduction

The St. Francis City Council invites interested planning firms to submit written proposals to provide City Planner services to the City. As the City Planner, the firm will be expected to play a proactive role in helping the City Council and City Staff make appropriate decisions regarding City planning, zoning, and economic development. As Planner, the selected firm will be expected to provide a wide range of Planning services. The City Council will select the City Planner and the Planner is expected to work closely with City Staff.

II. Background

The City of St. Francis is located in northern Anoka County along Highway 47. The community is approximately 30 miles north from Minneapolis. The City provides a wide array of services including streets, parks, wastewater, water, storm water, planning and zoning, economic development, fire protection, and law enforcement.

The City has a General Fund budget for 2017 totaling \$4,367,898. The City overall City Budget for 2017 is \$11,015,122.

The City will be discussing a proposed comprehensive Capital Improvement Plan in 2017 for implementation in 2018. The CIPs include plans for streets, storm sewer, water distribution system, sanitary sewer collection system, public buildings and park facilities. The City has currently completed an Economic Development Plan and is currently processing their Comprehensive Plan and a Corridor Study for Highway 47 and Bridge Street.

III. Instructions to Proposers

- A. All proposals should be sent and all questions and correspondence should be directed to:

City of St. Francis

ATTN: Joe Kohlmann, City Administrator

23340 Cree Street NW

St. Francis, MN 55070

(763) 235-2301

- B. All proposals must be received no later than 12:00 p.m., February 1st, 2017. Eleven (10) copies of the proposal must be presented. The copies shall be sealed and clearly identified with "City Planner RFP" by the submittal deadline.
- C. In order to be considered a valid proposal, each proposal must meet the following requirements:
 - a. Written proposals received after 12:00 p.m., February 1st, 2017 will not be considered.
 - b. Each proposal must be signed by an officer of your company who can be held accountable for all representations.
- D. The proposal shall be limited to a maximum of thirty pages, printed on one side. Additional material, other than that requested by the City of St. Francis, will be disregarded.
- E. The City will review the proposals and may schedule interviews for finalists.

IV. Proposal Contents

A. Title Page

Show the proposal subject, the name of the proposer's firm, address, telephone number, name of the contact person and the date.

B. Table of Contents

Include a clear identification of the material by section and page number.

C. Identification and Qualifications of Assigned Personnel

The ideal firm should have extensive experience in municipal Planning including zoning and reviewing of construction projects (public and private), plat review, LGU implementation (WCA and MS4 NPDES), city park development, and utilities. The ideal firm would be a full-service firm.

1. The name of the person who will be responsible for the management and administration of Planning services with the City together with a resume describing that person's experience and qualifications.

2. The names and resumes of the professional staff that will be assigned to provide planning services to the City.

3. An organizational chart identifying team members and their areas of responsibility.
 4. A statement committing the aforementioned staff to this proposal.
 5. Background information concerning the firm, including the number of years in business under this name and the number and breakdown of personnel in the proposing office.
- D. Proposer's Detailed Approach to the Scope of Services
1. The proposal shall address in detailed fashion the approach of the firm or combination of firms to the Scope of Work.
- E. List of References and Potential Conflicts
1. A minimum of five references for public clients shall be provided.
 2. Potential conflicts of interest must be disclosed.

V. Scope of Services

The City of St. Francis is searching for a firm that will provide professional services for engineering. The general work elements are outlined below.

A. Planning Services

1. Development Review and Analysis
2. Zoning Interpretations and Implementations
3. Ordinance Review and Updates
4. All Other Planning Services deemed appropriate by the City

C. Meeting Attendance

Shall attend regular City Council meetings when requested by the City Administrator and other meetings as needed.

VI. Compensation

Please fill out a table similar to the one below and submit a comprehensive table with your proposed rate structure. The table should include identified compensation rates for all the following below. If your firm has an alternative

method for billing, please provide as detailed as possible, the rates of compensation for engineering services with your firm.

A. Hourly Rate

Provide an hourly rate sheet for work conducted on individual applications. The work shall include but not be limited to the following services: meetings, site visits, information gathering, plan reviews, staff reports, council presentations and permit follow-up.

For City projects that are larger in scope, an estimate project fee will be submitted to be agreed upon by the City prior to the start of work. If services are to exceed the scope of the project or exceed the approved budget, a change order will be submitted to the City for review and approval.

B. Reimbursable Expenses

Include the proposed rates for reimbursable expenses including mileage for travel, copies, postage for mailings, messenger service, other agencies' plan review fees, etc.

C. Billings

Detailed billings should be submitted monthly and need to include date, time, project address, and specific work performed. Separate invoices will be created for each applicant to simplify billing processes.

Indicate hourly billing rate for all Planning services:

Type of position	Hourly rate
Planner	
Zoning Tech	
Administration	
Other positions as applicable	

Indicate reimbursable expenses:

Reimbursable Expenses	Amount
Mileage for travel	
Copies	
Postage for mailings	
Other expenses	

VII. Selection

- A. The City of St. Francis reserves the right to reject any or all proposals, and is not bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the City.
- B. Selection of the firms to be interviewed shall be based upon, but not limited to, the following criteria:
 - 1. . The firm's approach to and understanding of the Scope of Work.
 - 2. The firm's experience with similar contracts and clients.
 - 3. The experience and qualifications of the proposed staff in providing similar services.
 - 4. The firm's demonstrated ability to deliver work on time and within budget.
 - 5. The extent of involvement by key personnel.
 - 6. The extent to which previous clients have found the firm's services acceptable.
 - 7. The firm's most significant qualifications for this project.
 - 8. Previous City experience with the proposing firm, if any.

C. Terms and Conditions

- a. The City of St. Francis reserves the right to cancel or amend the request for proposals at any time. The City of St. Francis reserves the right to determine the successful respondent. The City of St. Francis reserves the right to reject any or all proposals.
- b. The City of St. Francis will not be liable for any costs incurred by the firm responding to this request.
- c. The firm shall not assign any interest in this proposal and shall not transfer any interest in the same without the prior written consent of the City of St. Francis.
- d. For the purposes of this agreement, the consultant shall be deemed to be an independent contractor, and not an employee of the organization. Any and all agents, servants, or employees of the firm or other persons, while engaged in the performance of any work or services required to be performed by the City of St. Francis under this agreement, shall not be considered employees of the City of St. Francis and any and all actions which arise as a consequence of any act or omission on the part of the firm, its agents, servants, employees or other persons shall in no way be the obligation or responsibility of the City of St. Francis. The consultant, its agents, servants, or employees shall be entitled to none of the rights, privileges, or benefits of organization employees except as otherwise may be stated herein.

No official or employee of the City of St. Francis who exercises any responsibilities in the review, approval or carrying out of the proposal shall participate in any decision which affects his or her direct or indirect personal or financial interest.

VIII. Tentative Timeline

City Council Approval of RFP: January 3rd, 2017 Advertise and Distribute RFP: January 4th, 2017. Submittal Deadline: February 1st, 2017

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Interviews: Scheduled as needed

Appointment of City Engineer and Planner: February 6th or 20th

Start Date: As soon as possible



**CITY COUNCIL
AGENDA REPORT**
Agenda Item #:
7B

TO: Honorable Mayor & Council
FROM: Joe Kohlmann, City Administrator
SUBJECT: **Appointments**
DATE: 1-3-2017

OVERVIEW:

Attached are the proposed appointments for 2017.

ACTION TO BE CONSIDERED:

Adopt Resolution 2017-01 approving the appointments for 2017.

December 1, 2016

Barb Held
City Clerk
City of St. Francis
23340 Cree Street NW
St. Francis, MN 55070

Dear Barb:

It is with great pleasure that we ask to serve as the official newspaper for the City of St. Francis in 2017. As we continue to implement new changes in the newspaper to improve readership, we feel it's important to provide readers with the city's public notices in addition to news stories, features and photographs of local events we cover each week.

We would like to publish your public notices in the Anoka County UnionHerald. The legal publication rate for the Anoka County UnionHerald as of January 1, 2017, will remain unchanged at \$10.75 per column inch. If any documents need to be manually typeset, a \$20 flat fee will be charged per public notice. As a newspaper published in the County of Anoka, we meet the requirements to qualify as your official legal newspaper.

All public notices published in the Anoka County UnionHerald will be posted to abcnewspapers.com – which averages over 65,000 unique visitors per month in search of local news and information.

We have appreciated your business over the past years and hope that we can be of service to you in 2017 as a credible community news source. Your direct contacts with our Public Notice department are: publicnotice@ecm-inc.com or call Tonya Orbeck at (763) 689-6001. Deadline: 10am Wednesday to publish Friday. If you have any questions, please feel free to call me at (763) 712-3533 or email me at tom.murray@ecm-inc.com. Thank you for your consideration.

Sincerely,



Tom Murray
General Manager
ECM Publishers, Inc.
ABC Newspapers

PLEASE PLACE IN JANUARY CITY COUNCIL PACKET

Anoka County RECORD

PO Box 21014 • Columbia Heights MN 55421-0014 • (763) 220-0411

E-Mail: editor@anokacountyrecord.com Website: www.anokacountyrecord.com

December 20, 2016

City of Saint Francis: Mayor and Councilmembers,

For first time customers, *Anoka County Record* is pleased to present you with an offer to publish all of your public notices for FREE in exchange for being named as your official newspaper for 2017. If you own a computer or smartphone, our e-subscription is also FREE. All affidavits of publication are posted online for FREE. Print subscriptions to city hall are also FREE.

The *Record* is currently the official newspaper for Anoka County, City of Ham Lake, and City of Oak Grove. The *Record* is the low bidder to publish all Anoka County notices in 2017.

With the recent sale of the *Anoka County UnionHerald*, *Blaine-Spring Lake Park Life*, *Columbia Heights-Fridley Sun Focus*, and the *Forest Lake Times*, we would like to highlight some ownership differences.

Anoka County Record, LLC vs. Other Paper

	Anoka County Record, LLC	Owners of <i>Anoka County UnionHerald</i>, <i>Blaine-Spring Lake Park Life</i>, <i>Columbia Heights-Fridley Sun Focus</i>, <i>Forest Lake Times</i>
Company Registration	Minnesota	Delaware
Ownership Makeup	One Owner	Unknown Investors
Owner Residence	Minnesota	France, California, Montana, Connecticut
Price Per Notice for 2017	FREE	\$50 - \$350 for many notices
e-Subscription (PDF)	FREE	\$26/yr or not available
Campaign Law Violations	NO	YES, \$115,000 fine
Political Expenditures	NO	Over \$2,000,000
FDIC Bank Seizures	NO	YES, Affinity Bank \$254 million loss to taxpayers

Please feel free to contact me with any questions.

Sincerely,



John M. Kysylyczyn
Owner & Publisher

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

RESOLUTION 2017-01

A RESOLUTION APPROVING THE APPOINTMENTS FOR 2017

Mayor Pro Tem	Joe Muehlbauer , Council member
City Assessor	Anoka County Assessor's Office
City Attorney	Barna, Guzy & Steffen, Ltd.
City Engineer	RFP – TBD
Planning Consultants	RFP – TBD
Health Officer	Allina Medical Clinic – Coon Rapids
Weed Inspector	Steve Feldman, Mayor
Assistant Weed Inspector	Paul Teicher, Public Works Director
Emergency Management Director	Todd Schwieger, Police Chief
Joint Law Enforcement Council: Police Chief	Todd Schwieger, Police Chief
Council Representative	Steve Feldman, Mayor
Official Newspaper	Anoka County Union
Official Public Depository	Village Bank of St. Francis Anoka County Federal Credit Union Morgan Stanley Northland Securities RBC Dain Rauscher US Bank 4 M Fund
Financial Consultant/Bond Underwriter	Northland Securities
Official Signatures	Steve Feldman, Mayor Joe Muehlbauer Mayor Pro Tem Joe Kohlmann, City Administrator Barbara I. Held, City Clerk Darcy Mulvihill, Finance Director (2 signatures required)

Council Representative to Boards/Commissions/Committees:

Planning Commission	Richard Skordahl, Council member
Charter Commission	Steve Feldman, Mayor
School District #15	Robert Bauer, Council member
Park Commission	Jerry Tveit, Council member
Economic Development Authority: Council Representative Council Representative	Joe Muehlbauer, Council member Robert Bauer, Council Member
Upper Rum River Watershed: Council Representative/Consultant Rep. Resident Member	Jerry Tveit/ City Engineer Lan Tornes
Metropolitan Council	Steve Feldman, Mayor
Heritage Preservation Commission	Ray Steinke, Resident
Pioneer Days: Council Representative Staff Representative	Joe Muehlbauer, Council Member Barb Held, City Clerk
Anoka County Joint Fire Powers Agreement Fire Chief Council Representative	Matt Kohout, Fire Chief Robert Bauer , Council Member

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:

ADOPTED BY THE CITY COUNCIL OF ST. FRANCIS THIS 3rd DAY OF JANUARY, 2017.

APPROVED:

Steve Feldman, Mayor of St. Francis

ATTEST:

Barbara I. Held, City Clerk

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

7 c

TO: Joe Kohlmann, City Administrator
FROM: Police Chief Todd Schwieger
SUBJECT: Minnesota Government Access Program
DATE: January 3, 2017

OVERVIEW:

The MGA (Minnesota Government Access) program is used by police department staff to look at criminal court dispositions, certain conviction histories and some criminal history information on various individuals. This information is used to aid in gun permit applications, felony background checks, forfeitures and other types of investigations. The program we currently use to find this type of information is the Odyssey Program which is going to be discontinued and MGA will replace it. This program will be used statewide and is a necessity in performing daily operations at the police department.

ACTION TO BE CONSIDERED:

Adopt Resolution 2017-02 authorizing the City to enter into and execute the Master Service Agreement of MN Court Data Services for Governmental Agencies.

BUDGET IMPLICATION:

No cost for this program.

Attachments:

- Resolution 2017-02

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

RESOLUTION 2017 - 02

**RESOLUTION AUTHORIZING THE PUBLIC SAFETY DIRECTOR TO ENTER INTO
AND EXECUTE THE MASTER SERVICE AGREEMENT FOR MINNESOTA COURT
DATA SERVICES FOR GOVERNMENTAL AGENCIES**

WHEREAS, the new Minnesota Government Access Accounts, allowing government agencies to view appropriate electronic court records and documents stored in the Minnesota Court Information System for cases in Minnesota district courts, require authorization from the governing body; and authorizing the St. Francis Police Department to enter into a Master Subscriber Agreement with the State of Minnesota; and

WHEREAS, the City of St. Francis Police Department requests authorization to enter into a Master Subscriber Agreement with the State of Minnesota; and

WHEREAS, the agreement will allow department access and defines responsibilities as a subscriber to the Minnesota Court Data Services;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of St. Francis that the Chief of Police is authorized to sign of the Master Subscriber Agreement on behalf of the City of St. Francis Police Department.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS
THIS 3rd DAY OF JANUARY, 2017.

APPROVED:

Steven Feldman, Mayor

ATTEST:

Barbara I. Held, City Clerk

(Seal)

MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENTAL AGENCIES

THIS AGREEMENT is entered into by and between

ST. Francis Police Department ,
(Government Subscriber Name)

of 4058 ST. Francis Blvd NW, ST. Francis, MN 55000 ,
(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration ,

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155 ,

(hereinafter "the Court").

Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

1. TERM; TERMINATION; ONGOING OBLIGATIONS.

- 1.1 Term.** This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 Subsequent Agreement. This Agreement may be superseded by a subsequent agreement between the parties.

2. DEFINITIONS.

2.1 "Agency Account Manager" means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber's Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber's Individual Users and steps taken to remedy violations to the Court.

2.2 "Court Data Services" means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.mncourts.gov, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 "Bulk Data Delivery" means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court's databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 "Court Integration Services" means pre-defined automated transmissions of i) Court Records from the Court's computer systems to Government Subscriber's computer systems; and/or ii) Government Subscriber Records from the Government Subscriber's computer systems to the Court's computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 "MNCIS Login Accounts" means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

- 2.3 **“Court Data Services Databases”** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4 **“Court Data Services Programs”** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5 **“Court Records”** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
 - 2.5.1 **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.
 - 2.5.2 **“Court Confidential Case Information”** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
 - 2.5.3 **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
 - 2.5.4 **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
 - 2.5.5 **“Court Documents”** means electronic images of documents that are part of or included in a court file.
- 2.6 **“DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 **“Government Subscriber Records”** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 **“Government Subscriber’s Individual Users”** means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9 **"Legitimate Governmental Business Need"** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
 - 2.10 **"Policies & Notices"** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber's use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
 - 2.11 **"Rules of Public Access"** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled "Limits on Public Access to Case Records" or "Limits on Public Access to Administrative Records," all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is www.mncourts.gov.
 - 2.12 **"SCAO"** means the State of Minnesota, State Court Administrator's Office.
 - 2.13 **"This Agreement"** means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
 - 2.14 **"Trade Secret Information of SCAO and its licensors"** is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
 - 2.15 **"User Acknowledgement Form"** means the form signed by Government Subscriber's Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).
3. **DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.

4.1 Authorized Access to Court Data Services and Court Records.

- 4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.
- 4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.2 Authorized Use of Court Data Services and Court Records.

- 4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.
- 4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.3 Dissemination of Court Records. Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

4.4 Training. Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

4.5 Violations.

- 4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

- 4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

4.6 Sanctions.

- 4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

- 4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

5. GUARANTEES OF CONFIDENTIALITY. Government Subscriber agrees:

- 5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.
- 5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Government Subscriber's obligations under this Agreement.
- 5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.
- 5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.

5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).

6. APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS. Subscriber acknowledges and agrees:

6.1 **Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.

6.2 **Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

7. ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.

7.1 **Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.

7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**

7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).

7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

8.1 **Court Data Services Programs.** SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

8.2 **Court Data Services Databases.** SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

8.3 **Marks.** Government Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

8.4 **Restrictions on Duplication, Disclosure, and Use.**

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

8.5 Proprietary Notices. Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

8.6 Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8.7 Reasonable Security Measures. The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.

- 9. INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.
- 10. COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.
- 11. AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
- 12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.
- 12.1 Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

12.2 Access and Use; Log.

12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.

12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.

12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.3 Personnel. Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

13. FEES AND INVOICES. Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. **MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.
15. **WARRANTY DISCLAIMERS.**
 - 15.1 **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.
 - 15.2 **ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.
16. **RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
17. **NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.
18. **NON-WAIVER.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement, intending to be bound thereby.

1. GOVERNMENT SUBSCRIBER
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity ("Master Subscriber Agreement Signing Authority"), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

By _____
(SIGNATURE)

Date _____

Name (typed) _____

Title _____

Office _____

2. THE COURT

By _____
(SIGNATURE)

Date _____

Title CIO/Director

Information Technology
Division of State Court
Administration

3. Form and execution approved
for Court by:

By: _____
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

Date: _____

TO: Joe Kohlmann, City Administrator
FROM: Todd Schwieger, Police Chief
SUBJECT: Joint Powers Agreement
DATE: January 3, 2017

OVERVIEW:

The Joint Powers Agreement is an agreement between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension (BCA) and the City of St Francis. This agreement is valid for 5 years and was last renewed in 2012. This agreement allows the St Francis Police Department to access the BCA criminal justice data communications network and FBI National Crime Information Center (NCIC) information. The Criminal Justice Data Network (CJDN) subscriber agreement court data amendment is an agreement that allows access to court records to assist in performance of duties. Police department staff use these networks on a daily basis for things such as running an individual through NCIC to check for warrants, missing persons or runaway juveniles and doing required monthly validations on entered stolen property through the BCA Criminal Justice Information System (CJIS). Access to this network is crucial in performing day to day operations at the police department.

ACTION TO BE CONSIDERED:

City Council approval to enter into the Joint Powers Agreement and the amendment to the CJDN subscriber agreement by adopting Resolution 2017-03.

BUDGET IMPLICATION:

The cost for access to the criminal justice data communications network is \$1,080.00 and is billed quarterly at \$270.00. The access fees are budgeted for in the 2017 police department budget. The access fees are the same as they were at the signing of the last Joint Powers Agreement in 2012.

Attachments:

- Resolution 2017-03
- Joint Powers Agreement Authorized Agency
- Court Data Services subscriber Amendment to CJDN Subscriber Agreement

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

RESOLUTION 2017-03

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH
THE CITY OF ST. FRANCIS ON BEHALF OF ITS CITY ATTORNEY AND POLICE
DEPARTMENT**

WHEREAS, the City of St. Francis on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of St. Francis on behalf of its Prosecuting Attorney and Police Department, are hereby approved.

2. That the Chief of Police, Todd Schwieger, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, City Administrator is appointed as the Authorized Representative's designee.

3. That the City Attorney, Scott Lepak, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, City Administrator is appointed as the Authorized Representative's designee.

4. That Steven Feldman, the Mayor for the City of St. Francis, and Barbara I. Held, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 3rd day of January, 2017.

CITY OF ST. FRANCIS

ATTEST:

Steven Feldman, Mayor

By: Barbara I. Held, City Clerk

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of St. Francis on behalf of its Police Department ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The bills are sent quarterly for the amount of Two Hundred Seventy Dollars (\$270.00) or a total annual cost of One Thousand Eighty Dollars (\$1,080.00).

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Police Chief Todd Schwieger, 4058 St. Francis Blvd NW, St. Francis, MN 55070, (763) 753-1264, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber

Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of St. Francis on behalf of its Police Department ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 118986, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

7E

TO: Honorable Mayor & Council
FROM: Joe Kohlmann, City Administrator
SUBJECT: Council Procedure at Regular Meetings
DATE: 1-3-2017

OVERVIEW:

Staff has been working with the Mayor to streamline the City Council's current agenda. The proposal is to adopt the attached Resolution 2017-04 to process City Council business in the following format:

- 1) Call to Order
- 2) Roll Call
- 3) Approval of Agenda
- 4) Consent Agenda
- 5) Meeting Open to the Public
- 6) Special Business
- 7) Public Hearings
- 8) Old Business
- 9) New Business
- 10) Meeting Open to the Public
- 11) Reports
- 12) Adjournment

ACTION TO BE CONSIDERED:

Adopt the attached Resolution 2017-04 Amending Council Procedure at Regular Meetings.

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

RESOLUTION 2017-04

**A RESOLUTION AMENDING
CHAPTER 2, SECTION 2.04 ENTITLED "COUNCIL PROCEDURE
AT REGULAR MEETINGS"**

WHEREAS, the City of St. Francis previously approved Ordinance 139, Second Series allowing the City Council to establish different procedure by resolution; and

WHEREAS, the Mayor has requested the order of the agenda be changed; and

NOW, THEREFORE, BE IT RESOLVED that the City Council shall then proceed with the business in the following order and shall be amended to read as follows:

SEE "EXHIBIT A"

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 3rd DAY OF JANUARY, 2017.

APPROVED:

ATTEST:

Steven Feldman, Mayor

Barbara I. Held

CITY OF ST. FRANCIS
AGENDA
DATE
TIME

1. CALL TO ORDER
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.
- B.

5. MEETING OPEN TO THE PUBLIC Maximum time of five minutes per person*

6. SPECIAL BUSINESS
- A.

7. PUBLIC HEARINGS
- A.

8. OLD BUSINESS
- A.

9. NEW BUSINESS
- A.

10. MEETING OPEN TO THE PUBLIC Maximum time of five minutes per person*

11. REPORTS
 - A. Administrator's Report
 - B. Attorney's Report
 - C. Councilmember Reports

12. ADJOURNMENT

*For individuals who wish to address. The Council on subjects which are not a part of the meeting agenda. Typically, the Council will not take action on items presented at this time but will refer them to staff for review, action and/or recommendation for future Council action.

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Comprehensive Plan RFP Selection
DATE: January 3, 2017

OVERVIEW:

Cities within the Metropolitan area are required to complete a local Comprehensive Plan every ten years. A local Comprehensive Plan addresses land use, transportation, wastewater, surface water, water supply, parks and trails, housing, resilience, economic competitiveness and the implementation. *Attached is the Checklist of Minimum Requirements for the City of St. Francis and the details of each section to meet the requirements of the 2040 Comprehensive Plan.* As a local plan establishes a unique vision, it must also reflect the adopted regional policies.

A Comp Plan becomes important as it allows the City to build upon the regional vision. To date the City has completed an Economic Development Plan (NAC) to identify the local workforce and labor needs. Currently we are in process for a Master Plan (HKGi) that will identify the vision and the future of the city over the next 25 years. The Comprehensive Plan reflects not only the regional policies but works towards identifying important local goals and objectives to meet the gaps identified in other planning initiatives. The plan allows the City to balance between keeping our character while meeting the needs of residents today and tomorrow.

To assist in the work necessary for the Comp Plan, the City was able to obtain a \$32,000 planning grant from the Met Council. The purpose of the funds are to assist in conducting steps to create and implement the 2040 Comprehensive plan. Funds are to be used towards staff salaries, consultant and professional services, printing and publishing..

To identify a qualified consultant, staff released a Request for Proposals (RFP) on July 12, 2016 with a deadline of August 8, 2016 to correlate with the receipt of the planning grant. We received the Grant Agreement from Met Council and obtained City Council consent on November 21, 2016. We are now ready to move forward with an RFP Proposal selection so the process of completing the plan may begin allowing the City to meet deadline requirements.

Timeline and deadlines for the completion and submission are as follows:

1. Select RFP proposal for Comp Plan Consultant – January 2017
2. Complete Plan and community engagement –no later than May 2018
3. Adjacent and Affected Jurisdiction Review Period – 6 months required (May – Nov 2018)
 - a. To review STF = 8 surrounding cities/townships, Anoka, Sherburne & Isanti County, STF & ER school districts, water shed, MNDOT, MNDNR,
 - b. St. Francis staff will review plans as identified by adjacent communities.



4. Comments are considered, any change necessary are made
5. City holds a Public Hearing authorizing Comp Plan be submitted to Met Council
6. Submission to Met Council NO later than December 31, 2018
7. Once Plan submission is Complete, Met Council will review
 - a. for up to 120 days including committees reviews
 - b. recommend action to Council and determination if Plan can be put into effect
8. Once the Plan has gone through the review process, within 9 months of Met Council final action
 - a. City must formally adopt the plan through resolution

The RFP was designed to capture cost, capacity and the approach in which the organizations felt goals could be met. We requested each proposal to submit a statement of qualifications, schedule and compensation requirements. Request for Proposal submissions were then reviewed for compliance, ability to provide strong support to the City, cost, experience and qualifications. Two proposals were received and BOTH meet the requirements of the RPF.

ACTION TO BE CONSIDERED:

Action to be considered by Council is to select the proposal that will complete the necessary components of the 2040 Comprehensive Plan. The selected proposal will enter into an agreement with the City of St. Francis and be required to meet deadlines as set forth by Met Council.

The following proposals were received and are before Council for consideration:

Proposal Received by:	Bolton & Menk and Northwest Area Consultants (NAC) Joint Proposal	Hoisington Kogler Group Inc. (HKGi)
Current Services to the City	Current City Planner and Engineer	Consultant for Hwy 47/Bridge St. Master Plan
Able to meet projected Timeframe:	Yes	Yes
Community Engagement	Web based, online survey, interviews, public open house, steering committee	Incorporate public involvement from Master Planning, website, 2 public workshops,
Comprehensive Plan References/Clients	Lakeville, Elko New Market, Little Canada, New Home	Inver Grove Heights, Greenfield, Apple Valley, Rogers, Various cities in IA and MI
Cost is identified as a "not to exceed"	Yes	Yes
Total Expense	\$69,100 Additional \$4,000 to complete a Full Resilience plan	\$69,100



BUDGET IMPLICATION:

Met Council Planning Grant \$32,000.00
2017 budgeted item

Attachments:

1. Bolton & Menk,
 - a. introduction letter, page 1-2
 - b. project approach, page 3-4
 - c. schedule, page 5
 - d. compensation and fee schedule, page 6
2. HKGi
 - a. introduction letter, page 1
 - b. project approach, page 2-5
 - c. schedule, page 6
 - d. fee summary and supplemental information, page 6-7
3. Checklist of Minimum Requirements for the City of St. Francis
4. City of St. Francis Community Page, for information purposes



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

7533 Sunwood Drive NW • Ramsey, MN 55303

Phone (763) 433-2851 • Fax (763) 427-0833

www.bolton-menk.com

August 8, 2016

Kate Thunstrom
Community Development Director
City of St. Francis
22340 Cree Street NW
St. Francis, MN 55070

RE: Proposal for Comprehensive Plan Update - Thrive MSP 2040

Dear Ms. Thunstrom:

The St. Francis Comprehensive Plan Update will provide the City of St. Francis with a community vision for the next 20 years. **Northwest Associated Consultants Inc. (NAC)** and Bolton & Menk, Inc. have the experience and qualifications to identify critical community values and communicate the community's vision into the comprehensive plan document.

We would be thrilled to work with the City of St. Francis to refine your vision, community design, long-term goals, policies, and direction through your Comprehensive Plan Update. Preparing well-crafted, research-based, functional plans is a professional, ethical, and personal mission of all project team members. NAC and Bolton & Menk will identify important issues within the City, collect data, prepare projections for future conditions, and prepare the plan along with implementation strategies so these goals and visions are achieved. Each building, street, committee, business, resident, and neighborhood is deserving of special attention. We will strive to understand goals and aspirations of the City and its residents so the plan reflects the community's vision and needs. We believe you will find outstanding value in our approach to your project for the following reasons:

- **Clear Understanding of Project Objectives** - The current Comprehensive Plan, adopted in December 2008, is in need of updating. The primary Plan objectives are to examine and update current conditions, opportunities, and challenges the City faces and identify initiatives and opportunities to help guide development. The Plan should inspire, guide, and direct the growth of St. Francis while being sensitive to existing residents and development. The Plan will be a reflection of the community, achieved by setting a vision developed by the wishes and needs of the community. It will provide focus and direction needed to make intelligent land use decisions. The critical issues identified in the Plan will be generated by citizens through a robust public engagement process.
- **Proven and Experienced Team** - Our project team has been assembled based on direct experience working with past planning projects. They are professionals known for their practical experience, creativity, and commitment to making Minnesota cities environmentally and economically sustainable. We can provide the City of St. Francis with a full in-house team of professionals.



Ms. Thunstrom
August 8, 2016
Page 2

- **Ongoing and Consistent Communication** – Our approach is to work directly with key stakeholders, City staff, the Community Development Director, Planning and Zoning Commissioners, City Council, and all community members in an open, cooperative, and collaborative process. Our project team emphasizes ongoing communications to ensure a clear understanding of upcoming tasks and challenges.

Over the past 67 years, Bolton & Menk has routinely provided communities with timely, high quality, professional planning and engineering services. We have served as City Engineer for the City of St. Francis since 2006. Likewise, NAC was founded in 1973 and has served more than 150 communities providing community planning services to municipalities. NAC has been the planning consultant for the City of St. Francis since 2005. This experience and community knowledge makes our team uniquely qualified to complete the project. Based on extensive experience working with cities, coupled with successful completion of similar projects, you can be assured our project team will provide the City of St. Francis with a renewed vision to guide and facilitate growth and economic development. We look forward to working with you on this important project. If you have any questions about the enclosed proposal, please do not hesitate to contact Jared Voge at 612-756-0326.

Respectfully submitted,

Bolton & Menk, Inc.

A handwritten signature in black ink, appearing to read 'J. Voge', with a long horizontal stroke extending to the right.

Jared A. Voge, P.E.
Principal Engineer

Northwest Associated Consultants, Inc.

A handwritten signature in black ink, appearing to read 'N. Sparks', with a long horizontal stroke extending to the right.

Nathan E. Sparks
Senior Planner

plan reflects the community's vision and needs.

Following each decennial census, the regional planning effort starts with adoption of a regional development plan, Thrive MSP 2040. The plan establishes a regional vision and adopts land use policies through 2040. The local community policy plan called a System Statement follows, and is adopted with, policies that reflect Thrive 2040. As part of the 7-County Twin Cities Metropolitan area, the City of St. Francis is required to update the community Comprehensive Plan by December 31, 2018. The Comprehensive Plan must address all issues outlined in the Metropolitan Land Planning Act (§473). It also must contain all information necessary for Met Council to review the plan for conformance with the regional plan, consistency with regional policies, and compatibility with the plans of adjacent and affected jurisdictions.

The Comprehensive Plan must include an analysis of specific plan elements. These plan elements include:

- Land use
- Transportation
- Water resources
- Parks and Trails
- Housing
- Economic competitiveness
- Resilience (optional)
- Implementation

As City officials look to the future, they look to their Comprehensive Plan to provide clear, workable recommendations, and serve as a framework for the development of future land use policy. The Plan should inspire, guide, and direct the growth of St. Francis while being sensitive to existing residents and development. The Comprehensive Plan will be a reflection of the community, achieved by setting a vision developed by the wishes and needs of the community. The comprehensive plan provides the focus and direction needed to make intelligent land use decisions.

A Comprehensive Plan is the document that guides growth and development in a City.. Our project team has been assembled based on direct experience working with past planning projects. They are professionals known for practical experience, creativity, and commitment to making Minnesota cities environmentally and economically sustainable. Bolton & Menk and NAC have the experience and qualifications to identify critical community values and communicate the community's vision into the comprehensive plan document.

Project Approach

We know a successful Comprehensive Plan is dependent upon a complete understanding of the City's issues and resources, as well as the unique culture that makes St. Francis a distinct place. We begin our process with group and individual interviews designed to elicit a wide-ranging list of insights, feelings, concerns, complaints, and dreams that members of the community, including residents and businesses, have about the City. We refer to this stage as Planning Tactics. It is the first step in public participation that drives the planning process from the very start. A pared-down outline of our process is as follows:

- Tactics planning/issues identification
- Inventory/community profile
- Policy plan preparation
- Concept planning
- Development framework
- Implementation

The scope of work for the City of St. Francis' Comprehensive Plan Update will include the following:

Task 1: Project Initiation

- Meet with City staff to review the scope of work and existing information available
- Conduct community and stakeholder visits, and inventory physical conditions
- Review previously adopted planning documents from various City departments

Task 2: Public Involvement

There are many ways to incorporate public interest and participation in a Comprehensive Plan project. We have built these into the process with the expectation that this effort will provide an extensive opportunity for those interested to participate, and provide City Officials with a sufficient level of confidence that there are no unanticipated issues, not yet raised to public consciousness, that need to be addressed in the Comprehensive Plan process.

The purpose of public participation is not an end in itself. It is important to know what purpose is being pursued. It may be public education about City issues and decision-making, an outreach to find new or innovative ideas for public consideration, and/or an effort to build consensus around a chosen path, among many others.

We offer a menu of public engagement choices for the City to consider as a part of the Comprehensive Plan Update process. At this level, we expect to utilize the following public participation efforts:

- Web-based comment forum
- Personal interviews with community leaders

- Regular reporting to Council, Planning Commission, and/or Steering Committee
- Online survey of issues and comments
- Issue-identification public Open House
- Concept-review public Open House
- Public Hearing on draft Comprehensive Plan Update

In the event the City wishes to pursue more extensive public involvement, there are additional methods to build on the foundation laid above:

- Random-sample telephone survey of community opinion (outside contractor)
- Mailed/online survey of community opinion
- Focus group meetings on individual issues and/or concepts
- Community design charrette
- Participation in community events and other public relations efforts
- Interactive workshops with local schools, civic groups, and others

These options are highly customized, and depend on a variety of options, including sample size, number of expected participants, etc. We welcome meeting with City Officials to discuss and design specific options to develop cost estimates and community official roles for any of the chosen alternatives.

Public participation will directly and robustly engage the public through an initial round of direct interviews with community leaders and officials, neighborhood-level meetings to review localized issues, and an opportunity for an online survey related to specifically focused concepts or alternatives.

City Staff Involvement. We expect that the consultants would lead the project, relying on City staff for feedback and interpretation of local issues and choices. We would work closely with City staff in a shared lead role for purposes of correspondence with the public and public officials.

Public Official Roles. With a history of working for local government in planning and zoning, we understand both the role of public officials, and the information they need to make informed and effective decisions. We work hard to build our relationship with the community so we can quickly absorb the issues to be addressed. This requires regular interaction with the Planning Commission and City Council to understand their approaches to

local government and land use policy and ensure the Comprehensive Plan Update truly captures the objectives they envision.

Task 3: Data Development and Analysis

Our team will provide an analysis of population, housing, and economic data as provided in the System Statement. As the City has been classified as a 'Rural Center' it must provide staged development in 10 year increments. All plan elements will include a consideration of the staged community development that occurs over the course of the planning horizon. A discussion and list of strategies and options to meet the affordable housing allocation will be completed. Consideration of life cycle housing will be completed so the City of St. Francis' housing options meet the needs of the community.

Task 4: Implementation and Strategies

The City is required to have development regulations consistent with its Comprehensive Plan directives. This section of the 2040 Comprehensive Plan Update will involve an evaluation of current development regulations, capital improvement programming and budgeting, and provide recommendations related to the implementation of Comprehensive Plan directives. The project team will prepare priorities, goals, and objectives and make recommendations for policies and strategies for plan implementation.

Task 5: Final Report

We will work with staff, commissions, boards, and interested community members to prepare and draft the plan complete with results, analyses, conclusions, maps, and recommendations to obtain approval by the Planning Commission and City Council. Pending any recommended edits to the plan, the document will be submitted to surrounding jurisdictions and required agencies for review, as required, by the stated contract deadline of December 29, 2017. Following the review period, the plan will be submitted to the Metropolitan Council for approval.

Personal Qualifications/Resumes

NAC and Bolton & Menk has assembled a highly motivated and experienced group of professionals for the Comprehensive Plan Update. Our team has extensive experience evaluating and developing successful solutions that meet the needs of our clients, can be supported by stakeholders, and can be effectively implemented. For this reason, we have handpicked our project team members who are the most qualified to deliver this project. Our



Below is a list of previous or current services provided to the City of St. Francis:

- City Engineering Services
- 2015 Pederson Drive Improvements
- 2008 Surface Water Management Plan
- 2008 Comprehensive Plan
- 230th/Ivywood Improvements
- Aztec Street Improvements
- Hidden Ponds Park
- Kerry Street/232nd Lane Improvements
- MS4 Permit (in progress)
- Pederson Path Improvements
- Public Services Facility
- Rum River Boulevard Improvements
- TH 47 Pedestrian Flasher Improvements
- River's Edge Trunk Utilities
- Water Treatment Plant
- Wellhead Protection Plan
- DNR Water Supply Plan
- GIS

Schedule

We have prepared a draft schedule below for completion of the Comprehensive Plan Update with initial and consistent emphasis on meeting interim project milestones and commitment of the necessary staff. The City of St. Francis can be assured that our team will deliver this project on time. We will work with City staff to develop a final schedule that best meets the needs and requests of the City.

The City of St. Francis can expect the project team to be 100% available and responsive to address any issue that may arise in a timely fashion. The City of St. Francis is a top priority for both Bolton & Menk and NAC.

Additional Information

This proposal does not include the optional tasks of completing the 'Resiliency' plan element as described by Met Council. If desired this analysis can be added.

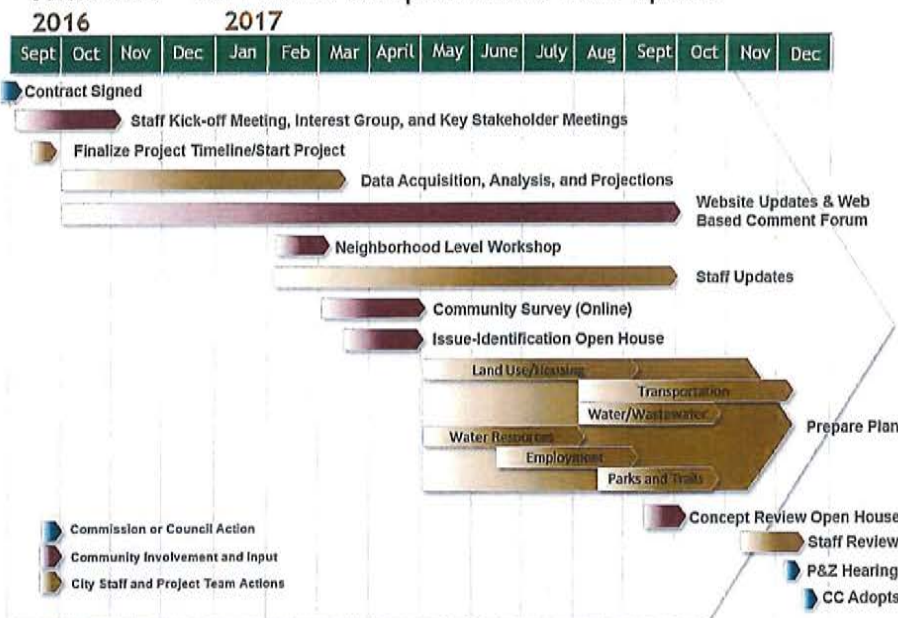
This proposal also does not include performing an update to the hydraulic model as part of the Water Resources Plan as it is not a requirement. If desired this analysis can be added.

This proposal includes traffic modeling tasks. Met Council has indicated that every community should run this model in order to find the 2040 Annual Average Daily Traffic (AADT) that is based off of the future land use map. Met Council does not currently have this data. Met Council provides estimates of total population for the City of St. Francis, but not by Transportation Analysis Zones (TAZ) that is needed for the 2040 AADT.

Research and reference resources are available as necessary, including both public and private sources depending on the needs of the project. For most Comprehensive Plan projects in the Metro Area, Met Council provides a majority of the data for project development. However, we are prepared to source additional material to support the needs of the client community, whether those are state or regional data sets, or beyond.

In responding to the direction laid out in the RFP to address the options to meet affordable housing allocation and life cycle housing needs of the community residents, the project will include a thorough examination of current City land use policy and a process to build upon specific steps designed to raise options, gather public input, and weigh alternatives. While new data sets will require attention to regional issues regulated by Met Council, the City would have the opportunity to re-examine its various local planning objectives and consider pursuit of a variety of alternative directions.

Timeline - St. Francis Comprehensive Plan Update



As in St. Francis, communities have entered into periods of growth and change that raised significant public policy discussions regarding housing and all real estate sectors. We believe our experience in these situations is vital to providing the community with not just a range of alternatives, but an understanding of consequences of various choices in an effort to develop the land use pattern most likely to reflect the wishes of the community and success in the marketplace.

NAC and Bolton & Menk are fully committed to the City of St. Francis and this Comprehensive Plan Update. The project team has been assembled to meet the needs of this project and are dedicated to responding to City requests in a timely fashion.

Compensation

Our team understands the importance of delivering a project on time and within budget. We closely monitor our time and budget to ensure efficiency of our staff and value to our clients. Any issues relating to requested potential budget impacts will be communicated in a timely manner. Because we understand the proposed scope of work is dynamic and subject to modification, our scope of services and estimated fee is open to further negotiation. Sample bills have been included in Appendix C.

NAC Project Tasks

General Land Use and Planning	
Land Use	\$15,300
Parks and Trails	\$4,500
Housing	\$6,300
Economic Competitiveness	\$5,000
Implementation	\$4,000
General Land Use Planning Total	\$35,100

Bolton & Menk Project Tasks

Infrastructure Planning	
Stormwater	\$9,000
Transportation	\$17,500
Water	\$2,500
Wastewater	\$5,000
Infrastructure Planning Total	\$34,000
Total Cost	\$69,100

Fee Schedule

Northwest Associated Consultants, Inc.

Employee	Rates/Hour
Alan Brixius, Principal	\$131.50
Stephen Grittman, Principal	\$131.50
Bob Kirmis, Senior Planner	\$115.00
Nate Sparks, Senior Planner	\$85.00
Michelle Barness, Graduate LA/Planner	\$65.00
Ryan Grittman, Planner	\$50.00
Secretarial	\$43.00
Dan Sjoldal, RLA, Associate	\$120.00
Dan Wilson, Financial Analyst	\$130.00
Mileage	Current IRS Rate
Photocopies	15 cents per page
Supplies	Cost Plus 15%

Bolton & Menk, Inc.

Employee Classification	Rates/Hour
Sr. Principal Engineer/Surveyor	\$170-240
Sr. Project Manager - Principal Engineer/Surveyor/GIS/LA	\$127-180
Senior Transportation/Aviation Planner	\$125-175
Project Manager (Inc. Landscape Architect and GIS)	\$106-170
Project/Design Engineer/Planner/Landscape Architect	\$52-170
Licensed Surveyor (Inc. Lic. Project Surveyor or Manager)	\$94-165
Project Surveyor	\$82-130
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$47-140
Senior Technician (Inc. Survey')	\$72-165
Technician (Inc. Survey')	\$33-140
Administrative Support & Clerical	\$29-110
Structural/Electrical/Mechanical/Architect	\$120-215
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE



Hoisington Koegler Group Inc.
Landscape Architecture
Planning
Urban Design

123 N. 3rd Street, Suite 100
Minneapolis, MN 55401
612-338-0800

COLLABORATE
LISTEN
EXPLORE
CREATE

HKGi believes that design, when inspired by the character of the people and the land, can create a unique and identifiable sense of community.

August 5, 2016

Kate Thunstrom
City of St. Francis
22340 Cree Street NW
St. Francis, MN 55070

RE: Proposal for Comprehensive Planning Services

Dear Ms. Thunstrom,

We are pleased to submit to you HKGi's proposal to assist the City of St. Francis with updating its Comprehensive Plan. As you will see in this proposal and the supporting materials you will find in the appendices, HKGi is experienced providing comprehensive planning services to communities throughout Minnesota, Iowa, North Dakota, and Michigan. During our firm's thirty-plus year history we have completed nearly sixty comprehensive plans and comprehensive plan updates. Our portfolio is particularly strong in the Twin Cities Metropolitan Region and we are experienced developing plans that fulfill the Metropolitan Council's comprehensive plan requirements.

In addition to comprehensive planning, HKGi assists communities with a wide range of other planning and landscape architecture services. Regardless of the service we are providing, our main focus has been, and continues to be, to provide cities, counties, and other public sector clients with superior client service, community engagement processes, and planning expertise.

A significant advantage that HKGi brings to this project is the potential for efficiencies that can be realized as a result of our current work with the City on its redevelopment master planning process for the downtown area. Those efficiencies will allow us to provide a more refined level of service. Our work on the redevelopment master planning process will have areas of overlap with the comprehensive planning process, which means a reduced learning curve in developing an understanding of current conditions, the potential to combine some community engagement activities, one point of contact for both projects, and a reduction of the amount of duplicated effort.

In addition, HKGi also brings to this project a history of collaborating with other consulting firms that fulfill a specialized niche or expertise. Such expertise might include municipal engineering, traffic/transportation planning, environmental resource engineering or public finance. We will work with the City to supplement our team based on a common understanding of the project's needs.

I will serve as the Project Manager for this project. If you have questions about our proposal or would like to discuss this project and our qualifications in greater detail, I can be reached at 612.252.7122 or bscheib@hkgi.com.

We appreciate the opportunity to be considered for this project, and I look forward to speaking with you in the future.

Sincerely,

Brad Scheib, AICP
Vice President

Project Understanding

HKGI's understanding of the St. Francis 2040 Comprehensive Plan Update RFP was developed through review of the RFP, conversations with staff, general knowledge of local planning and development issues and priorities, as well as our extensive experience with community comprehensive planning, downtown planning, housing and economic development studies, and parks planning. It's our understanding that the St. Francis 2040 Comprehensive Plan Update needs to:

- » Be shaped by the broader St. Francis community including residents, businesses, institutions and City officials who are engaged in a creative and interactive public participation process developed and organized by the Consultant.
- » Leverage stakeholder engagement strategies and information gleaned through the current master redevelopment planning process and the 2016 Economic Development study.
- » Create sustainable long term plans while generating specific short term planning strategies and goals that can be implemented at the local level.
- » Be responsive to demographics, economic trends and local market demand
- » Evaluate current land use and development patterns and establish plans and policies to guide short term and long term land use decisions.
- » Evaluate and make recommendations regarding major systems (transportation, public utilities, and parks and open space).
- » Evaluate existing housing stock and planned developments and present options to meet the Metropolitan Council's housing allocation for St. Francis.
- » Be visionary and forward-thinking while still providing achievable goals and practical strategies and resources for implementation.
- » Be a well-organized, visually-appealing document that is easy to use and effectively conveys the plan's future guidance.
- » Satisfy the requirements of the Land Planning Act and maintain consistency with Thrive MSP 2040 and the associated System Plans and Policy Plans of the Metropolitan Council. Additional regional plans and adjacent community plans will be considered relative to impacts and coherency with St. Francis's vision, goals, and priorities.
- » Take advantage of and utilize relevant information from the current comprehensive plan, as well as integrate recent plan directions and study information, such as the 2016 Economic Development Plan. This project is an update to the current comprehensive plan and not a new plan built from scratch.
- » Integrate with and realize efficiencies with the current master redevelopment planning process focused on the Bridge Street and Highway 47 corridors and downtown St. Francis.
- » Be a collaborative planning process with city staff, elected and appointed officials, key agencies and stakeholder groups. Key engineering components will be supported by the City's consulting engineer, including sanitary sewer, potable water, transportation, and surface water management.

Project Approach

The following represents our proposed technical planning process (or work plan) for the St. Francis Comprehensive Plan. This proposed process is a starting point for discussions with the City of St. Francis. If selected, we anticipate discussion and potential refinements based on City direction and collaboration.

Task 1 - Project Kick-Off

Task 1 will include preparing a detailed project schedule that synchronizes the comprehensive planning process with the master redevelopment planning process. Significant efficiencies can be realized with overlapping processes and review of background materials.

Subtasks include:

- 1.1 Assemble background base mapping data and background documents.
- 1.2 Prepare detailed project schedule including key milestones and meeting dates.
- 1.3 Conduct Kick-off session with City Council, Planning Commission, and other relevant advisory groups. This should be a joint session if possible.
- 1.4 Coordinate with the City to provide content for a project website, to be hosted on the City's web site, and to initiate a community photo contest.
- 1.5 Conduct meeting with Metropolitan Council Sector representative to manage expectations and understand required plan components.

Task 2 - Existing Conditions and Community Visioning

This task will include a focused audit of the physical community in St. Francis that looks at land use patterns, development constraints, natural resources, transportation systems, infrastructure systems (capacities and service areas), demographic trends, and future projections/growth opportunities building from the 2016 Economic Development Plan. Existing conditions will be updated in the current comprehensive plan as part of this task. A public meeting will also be held during this task to introduce the planning process and engage the community in a visioning process to affirm what St. Francis might and should look like 20 years into the future. This meeting will be used to review trend information, demonstrating the link between today's community and what might be desired as a future community. In this task we will explore alternative ways to achieve economic development success.

Subtasks include:

- 2.1 Integrate existing demographic and economic data into comprehensive plan.
- 2.2 Prepare land use analysis: analyze historic land use absorption, existing land use inventory, development densities and patterns, and land supply and demand.
- 2.3 Identify open space and natural resource connection/preservation opportunities: explore linkages, stormwater management opportunities, and park/open space areas, including enhanced connectivity to the Rum River.
- 2.4 Identify existing street network and transportation systems including roads, trails, and sidewalks.
- 2.5 Evaluate park and recreation system needs: this task will include evaluating the existing park and recreation system, including athletic facilities, and how well it serves the current development pattern and projected growth.
- 2.6 Conduct stakeholder engagement (Public Workshop #1): The purpose of this meeting will be to present key information from the analysis, present current and emerging planning trends, and engage the community in a series of exercises to explore vision and guiding principles. (This meeting would be good to combine with the master redevelopment plan process).
- 2.7 Present updated materials to elected and appointed officials through regularly scheduled meetings. HKGi will prepare a PowerPoint presentation that can be used by City staff. Consultant staff would attend 2 meetings.

TASK 1 DELIVERABLES

- » Project base maps including existing conditions: land use, current comprehensive plan, zoning, natural resources, transportation system, park/trail/open space system, and infrastructure systems (sanitary sewer/potable water)
- » GIS Geodatabase/map package of existing conditions
- » Detailed project schedule
- » Content for project website including photo contest rules
- » Meeting agendas, presentation materials and summary notes

TASK 2 DELIVERABLES

- » Meeting materials and supplies to facilitate Public Workshop #1
- » PowerPoint slide presentation of findings from Task 2
- » Update text and chapters of plan with existing conditions

TASK 3 DELIVERABLES

- » Draft vision and guiding principles
- » Draft land use scenario concepts
- » Meeting materials and supplies to facilitate Public Workshop #2
- » Summary Memorandum
- » PowerPoint presentation materials
- » Meeting materials, agendas and summary notes

Task 3 - Explore Future Directions, Vision, Goals and Policies

Topics that will be explored include future land use distribution (jobs, housing and shopping), development patterns and character (including incorporating "downtown" concepts, business park development, and corridor development opportunities integrated from ongoing and recent planning efforts), parks, trail connectivity, infrastructure service and capacity, street network, and traffic circulation/patterns.

Subtasks include:

- 3.1 Prepare vision and guiding principles for integration into the plan document.
- 3.2 Explore alternative futures scenarios. Concepts will be articulated using text, precedent photos, illustrations, land use maps and diagrams. Projections for housing and economic development and key system demands (infrastructure, traffic, parks etc...) will be prepared as part of the analysis in a technical memorandum form.
- 3.3 Conduct stakeholder engagement Public Workshop #2: this workshop will follow a similar cycle as Workshop #1 but will be designed to present concept alternatives and gain input from the community on a preferred direction.
- 3.4 Summarize stakeholder engagement workshop.
- 3.5 Prepare summary presentations. We will prepare summary PowerPoint presentations to post online and to provide updates after Subtask 3.2 and following the outcomes of Public Workshop #2, with recommended plan directions. HKGI will attend up to 4 meetings with elected and appointed officials in task 3.

TASK 4 DELIVERABLES

- » Draft Plan (one reproducible hard copy and pdf file)
- » Final Draft Plan (one reproducible hard copy and pdf file)

Task 4 - Prepare the Comprehensive Plan Update

This task will include drafting of the Comprehensive Plan update, incorporating the goals, policies and plan directions or ideas that emerge through the planning process.

Subtasks include:

- 4.1 Update comprehensive plan components to include the following key elements: community background, vision and guiding principles (new chapter), land use master plan, water resources (sanitary sewer, potable water, storm sewer), park and open space system plan, transportation network (including bike and pedestrian system plan as new components), housing and economic development, and implementation strategies/projects (capital improvements, zoning recommendations, housing/economic development initiatives, downtown strategy, and public finance strategy). The plan will be drafted to meet all required elements of the Land Planning Act and to reflect St. Francis's role within the region. This will include coordination with Thrive MSP 2040, associated System Plans and Policy Plans.
- 4.2 Review draft plan at joint elected and appointed officials workshop.
- 4.3 Revise draft plan: one set of revisions will be made to the draft plan prior to seeking recommendations and approvals.

Task 5 - Seek Approvals and Finalize the Plan

This task will include reviewing the plan, following the required review and submission process to the Metropolitan Council, and seeking recommendations and ultimately adoption from the City Council.

Subtasks include:

- 5.1 Prepare review and presentation PowerPoint materials.
- 5.2 Attend up to two meetings: Planning Commission public hearing and final City Council adopting meeting. We recommend conducting the Planning Commission public hearing in an open house format to enable general community review and comment on the plan.
- 5.3 Submit plan and solicit review/comment from agencies (Anoka County, MnDOT, DNR, watersheds, and adjacent communities) – include informal conversations/ review with Metropolitan Council Sector Representative.
- 5.4 Address revisions and comments to the plan.
- 5.5 Prepare final plan document and submit to Metropolitan Council through on-line portal.

TASK 5 DELIVERABLES

- » Final Plan Document (one reproducible hard copy and pdf file)
- » PowerPoint slide presentation for final plan (to be posted on city web site)
- » All electronic files packaged and to be retained by the City of St. Francis

Key Personnel

Brad Scheib, AICP, Vice President, will serve as project manager for the St. Francis Comprehensive Plan Update. In this role he will provide leadership and quality control oversight for the project team, ensuring that the project stays on schedule, on budget, and results in a high quality plan that will guide the growth and development of the City of St. Francis well into the future. He will contribute his expertise to all phases of the project including community engagement, land use and housing, and the development of implementation tools and strategies.

Brad brings over twenty years of experience to this project and he has an extensive portfolio of comprehensive and redevelopment planning projects in the Twin Cities. His creativity and drive to innovate typically brings great benefits to his clients, particularly in the area of developing useful land use and implementation tracking tools and strategies. He is currently serving as project manager for the St. Francis Master Redevelopment Plan. In addition to his work in Minnesota and Iowa, some of which is described in Appendix C, Brad was the lead author of the Ironwood Comprehensive Plan Update, which was recognized in 2015 with the top award for a comprehensive plan by the Michigan APA.

Kevin Clarke, a graduate planner, will provide planning services to the community engagement, land use and parks and trails components of the project. Kevin is on the project team currently developing the St. Francis Downtown Master Plan and was on the team that developed the award-winning comprehensive plan for Ironwood. Kevin excels in recognizing and identifying trends and standards in the areas of parks and recreation and land use development. In addition to Kevin's comprehensive plan work, most recently in Le Sueur and Perry, Iowa, he has conducted several athletic and recreational facility assessments for White Bear Lake, Woodbury, Chanhassen, Hopkins, and Worthington. He has also been involved in several small area redevelopment studies in Inver Grove Heights, North St. Paul, and Chaska.

Laura Chamberlain, AICP, is a new addition to the HKGI team. She is a certified planner with experience providing general planning services to several Minnesota

Schedule

In our experience, comprehensive plans generally require at minimum a year to complete. Key factors that may influence the time frame include unanticipated major projects that arise in the city and require time from staff and elected officials, holidays that coincide with needed public engagement, or controversial issues or topics that require more time to allow for community discourse. The tasks outlined within this technical process will take 12 to 16 months to complete. At the end of the 12 to 16 month process, the plan would be ready for submission to the Metropolitan Council. If selected we will work with the City to determine a schedule that best fits the needs of the City and the project.

2016-2017	SEP	OCT	NOV	DEC	JAN '17	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV
TASK 1: Project Kick-Off															
TASK 2: Existing Conditions and Community Visioning		 													
TASK 3: Explore Future Directions: Vision, Goals, Policies															
TASK 4: Prepare the Comprehensive Plan Update															
TASK 5: Seek Approvals and Finalize the Plan														  	

MEETING + INPUT SUMMARY:

-  Joint CC/PC/Staff Meeting/Workshop
-  Public Workshop
-  Planning Commission Public Hearing

-  City Council Meeting
-  Community Engagement Summary Presentations
-  Presentation to Metropolitan Council

Fee Summary

The following represents a task by task budget based on the proposed technical process contained in this scope of work. The fee estimate is subject to change based on further collaboration with the City. Hourly rates and a sample invoice are included in Appendix D.

Task	Fees
1. Project Kick-Off	\$ 4,200
2. Existing Conditions and Community Visioning	\$11,700
3. Explore Future Directions: Vision, Goals, Policies	\$16,000
4. Prepare the Comprehensive Plan Update	\$10,900
5. Seek Approvals and Finalize the Plan	\$ 5,200
Sub-Total	\$48,100
Expenses Including a contingency for municipal engineering services.	\$21,000
Total not-to exceed	\$69,100

HKGi Rates

HKGi 2016 Hourly Rates	
Principal	\$170-225/hr
Associate	\$115-165/hr
Senior Professional	\$90-165/hr
Professional II	\$80-105/hr
Professional I	\$50-85/hr
Technical	\$40-65/hr
Secretarial	\$60/hr
Litigation Services	\$200/hr
Testimony	\$285/hr
Incidental Expenses	
Mileage	Current Federal Rate/Mile
Photocopying BW	15¢/page
Photocopying Color	\$1.00/page
Outside Printing	Actual Cost
Large Format Scanning	Actual Cost
B/W Bond Plots	\$5.00 each
Color Bond Plots	\$20.00 each
Photo Paper Color Plots	\$40.00 each

Insurance Requirements

HKGi has been in business since 1982. We maintain strong financial status and our client references and reputation support our financial stability. Detailed financial statements can be made available upon selection if requested.

HKGi maintains insurance coverage consistent with the requirements outlined in the RFP. Certificates can be provided upon selection.

Billing Process

HKGi uses a fully integrated accounting software (Deltek Vision) designed for the architecture/engineering/planning consulting environment. This software allows employee time entry to be tracked by project and task level. From this software system, invoices are generated. HKGi uses standard templates for producing invoices based on project type. These invoices then can be customized as needed to fit the client and project needs. A sample invoice is included on the following page.

CHECKLIST OF MINIMUM REQUIREMENTS FOR ST. FRANCIS

The checklist below was compiled from information on the [Plan Elements](#) pages in the [Local Planning Handbook](#) under the "Minimum Requirements" sections of the respective topics. Please note that this information is subject to change. The most current information can always be found on the website. Also, please remember that additional information may be requested during the review process for clarification and accuracy by the Technical Review staff. If you have any questions, please contact your [Sector Representative](#).

LAND USE

Forecasts and Community Designation

- ☐ Include a table of forecasted population, households, and employment for 2020, 2030, and 2040, consistent with the Council's forecasts.
- ☐ Remember, Council forecasts must be used consistently throughout your entire comprehensive plan.
 - ☐ Your transportation plan needs to allocate forecasts to transportation analysis zones (TAZs).
 - ☐ Your water and wastewater plans need to reflect forecasts to plan for urban services.
 - ☐ Your land use plan must reflect and be coordinated with your forecasts.
- ☐ Include a map acknowledging your regional Community Designation(s) and acknowledge the overall density expectations for your Community Designation(s).
- ☐ Each Community Designation identifies both Council and Community Roles in Thrive's land use policy section. Plans must be consistent with Community Roles for your Community Designation(s) as well as Community Roles that apply to everyone.

Existing Land Use

- ☐ Provide an Existing Land Use Map with a land use legend.
- ☐ Provide an Existing Land Use Table. Calculate total acres and percent of total acres for each land use category.
- ☐ Land uses categories on the map and in the table, as well as any text references must all be consistent with one another.
- ☐ Show existing regional parks, park reserves, and special recreation features with a land use of "Park" (or your equivalent) on your Existing Land Use Map.

Future Land Use

- ☐ The Future Land Use plan must be consistent with the Council's forecasts of population, households, and employment and identify sufficient land to support your community's forecasted growth.
- ☐ Provide a Future Land Use Map and land use legend, including density ranges for all land uses that allow residential development.
- ☐ Provide a Future Land Use Table. Calculate total acres and percent of total acres for each land use category for each 10-year planning period (2020, 2030, and 2040).
- ☐ Define each land use category shown on the Future Land Use Map. Land use categories must be used consistently throughout your plan.
- ☐ Land use categories must include types of allowed uses and the minimum and maximum densities ("the allowable density range") for all categories that allow residential uses. Allowed uses should include a description of allowable housing types such as single family, detached, duplexes, townhomes, etc.
- ☐ For each "mixed use" category, define an expected share of individual land uses and identify the permitted density range for residential uses. For example, Mixed Use Downtown might have an expectation of 30% commercial, 40% office, and 30% residential with a density of 10-15 units per acre.
- ☐ Acknowledge Council-approved master plan boundaries of regional parks, park reserves, and special recreation features by guiding the properties with a land use of "Park" (or your equivalent) on your Future Land Use Map.

For Communities within the Metropolitan Urban Service Area (MUSA) and Rural Centers:

- ☐ Identify employment locations and provide a measurement of intensity of planned employment. Employment locations are typically the areas guided for commercial, office, industrial and institutional uses. Acceptable measurements of intensity include Floor Area Ratio (FAR), building footprint or impervious coverage. Ranges for measuring intensity are acceptable.

For Communities with Special Resources:

- ☐ In order for properties to be enrolled in the Agricultural Preserves Program, the Future Land Use Map must reflect an Agricultural land use designation with a maximum density of 1 unit per 40 acres at the time of plan adoption, as required by state law.
- ☐ Identify aggregate resources in your community on the Future Land Use Map.
- ☐ See the Special Resources section within the Land Use Plan Element for requirements for Critical Area Plans, Historic Preservation, and others.

Density Calculations

- ☐ Identify where forecasted residential growth will happen on your Future Land Use Map. Show expected new development and re-developed areas.
- ☐ Identify what density range is expected for each residential land use in your community.
- ☐ Identify when residential development or redevelopment is anticipated to happen. See the Handbook section on Staged Development and Redevelopment.
- ☐ The average net residential density for your community must be consistent with the density requirements for your community designation.
- ☐ Provide a minimum and maximum value for each residential density range. (Zero is not an acceptable minimum. The maximum value must be a whole number.)
- ☐ Use the lowest allowed residential density from land use ranges in your calculations. For example, a land use that permits a density range of 3-5 units per acre must use 3 units per acre in all density calculations for this land use. This ensures that even at the lowest permitted density, the community will be developing at densities that meet overall density expectations.
- ☐ Focus on areas of change. Show us which planned land uses have changed from your previously approved plan and where new land uses (change or development intensity) is planned/expected.
- ☐ Provide the net developable acreage for each residential land use. It's OK to exclude wetlands and natural water bodies, public parks and open space, arterial road rights-of-way, and natural resource lands protected by local plans and ordinances (i.e. steep slopes, wetland buffers, tree preservation) from area calculations. Stormwater ponds, utility easements, local roads, and local rights-of-way cannot be excluded from area calculations.
- ☐ The information you develop in your land use plan carries over to other elements of your comprehensive plan. The areas and densities in the land use plan must be consistent across elements related to forecasted growth, wastewater, water, housing, and transportation.

For Communities with an Affordable Housing Allocation:

- ☐ Guide residential land at densities sufficient to create opportunities for affordable housing using one of the following options outlined in the Housing Plan Element. Refer to the Projected Housing Need section.

For Diversified Rural Communities with Flexible Development Ordinances:

- ☐ You must be consistent with the Flexible Development Guidelines adopted in August 2008. These guidelines apply to Diversified Rural communities with staging areas for future urbanization identified as Long Term Service Areas for regional wastewater services. You should review these guidelines if you have local ordinances that allow densities greater than 1 unit per 10 acres (open space ordinances, cluster developments, density bonuses etc.).

Staged Development and Redevelopment

- ☐ Identify potential local infrastructure impacts for each 10-year increment.
- ☐ Demonstrate that the municipality is capable of providing services and facilities that accommodate its planned growth.
- ☐ The staging plan or likely development phasing must be consistent with the volume of anticipated sewer flow identified in your community's Local Sewer Plan.
- ☐ The staging plan or likely development phasing must support and be consistent with your community's share of the Region's Need for Affordable Housing for 2021 - 2030.

For Suburban Edge, Emerging Suburban Edge, Rural Centers, and Communities with Orderly Annexation Agreements (OAAs):

- ☐ Map stages of development in 10-year increments (existing, 2020, 2030, and 2040).
- ☐ Provide a table of staged development in 10-year increments. The table must include future land uses, area in acres, density ranges, and total residential units by each 10-year time increment.

Natural Resources

- ☐ Describe your community's goals, intentions, and priorities concerning preservation, conservation, or restoration of natural resources in your community.

Special Resource Protection

- ☐ All plans must include a protection element for historic sites.
- ☐ All plans must include policies for the protection and development of access to direct sunlight for solar energy. Solar access is addressed in depth under the Resilience section.
- ☐ All plans must identify whether or not aggregate resources are available within the community. For communities with aggregate resources, additional requirements apply.

For Communities with Agricultural Preserves:

- ☐ In order for properties to be enrolled in the Agricultural Preserves Program, the Future Land Use Map must reflect an Agricultural land use designation with a maximum density of 1 unit per 40 acres, as required by state law.

For Communities with Aggregate Resources:

- ☐ Identify aggregate resources in your community on the Future Land Use Map using the Aggregate Resources Inventory.
- ☐ You must address and minimize potential land use conflicts.
- ☐ Identify planning and regulatory measures to ensure that aggregate resources are extracted prior to urbanization of aggregate-rich sites.

TRANSPORTATION

Transportation Analysis Zones

- ☐ Include a table allocating forecasted population, household, and employment growth by TAZ for 2020, 2030 and 2040.
 - ☐ Describe how you have allocated demographic growth based on your plan's assumptions for guided future land use (e.g., density, mix of uses, locations for new development, highway/transit access, redevelopment, etc.).
-

Roadways

- ☐ Describe and map the functional classification of all existing and proposed roads within your community, using the functional classification system described in Appendix D of the TPP and the roadway classification map currently recognized in the region.
 - ☐ If a community determines that a change to the A-minor arterial system in the community is warranted, a request should be made to the Transportation Advisory Board (TAB) for the change, and TAB's approval secured, prior to reflecting the new classification in the community's plan. Check the council's website or contact Elaine Koutsoukos at 651-602-1717 for more information.
 - ☐ Maps should also show the streets classified by the community as major and minor collectors and local streets. Changes to these streets from the function shown on the regional map are at a community's discretion, and do not need approval from TAB. However, these changes should follow the criteria laid out in Appendix D of the TPP and maintain system continuity. A map or table highlighting any discrepancies between the community's map and the regional functional classification map previously referenced should be submitted to Council staff so the regional map can be updated.
 - ☐ Include the following information for the principal and A-minor arterials:
 - ☐ Identify the existing and future number of lanes.
 - ☐ Map current traffic volumes, including heavy commercial volumes, which include both ADT and HCADT.
 - ☐ Map forecasted 2040 traffic volumes. (This should be done using the Council's regional model, or another method with approval from Council forecasting staff.)
 - ☐ Identify future rights-of-way that need to be preserved.
 - ☐ For other proposed interchange improvements, follow the Highway Interchange Request Criteria and Review Procedure, which can be found in Appendix F of the 2040 TPP.
 - ☐ Incorporate access management guidelines of MnDOT, or those of the county in which your community is located, into your comprehensive plan as well as into your subdivision and zoning ordinances.
 - ☐ Describe recommendations from recent corridor studies regarding roadway improvements, changes in land use, and/or access.
-

Transit

- ☐ The region has established Transit Market Areas to guide the types and levels of transit service that are appropriate for efficient and effective services. Transit Market Areas are defined in Appendix G of the 2040 TPP by the demographic and urban design factors that are associated with successful transit service. Identify your community in relationship to your transit market area(s). Describe and map the existing and planned transit infrastructure and services in your community, including those of Metro Transit or other regional transit service providers. Communities should include the identification of the following basic elements of the transit system in their comprehensive plan:
 - ☐ Existing transit routes and dial-a-ride services
 - ☐ Existing transit support facilities
-

Bicycling and Walking

- ☐ Describe and map the existing and planned on-road and off-road bicycle facilities in your community.
 - ☐ Analyze and address the need for local bicycle and pedestrian facility improvements to provide connections that remove major physical barriers (i.e., freeways, railroad corridors, rivers and streams) on the regional (RBTN) and local networks.
 - ☐ Discuss pedestrian system needs in a manner that responds to your community designation (as described in Thrive MSP 2040) and addresses the needs of your community.
-

Aviation

- ☐ Identify policies and ordinances that protect regional airspace from obstructions. Include how your community will notify the FAA of proposed structures.
-

Freight

- ☐ Identify other important nodes that may generate freight movement, such as industrial parks and large shopping areas.
 - ☐ Map the road network showing volumes of multi-axle trucks (also known as "heavy commercial average annual daily traffic or HCAADT") for Principal Arterial and A-Minor functional classifications.
-

- ☐ Identify any local roadway issues or problem areas for goods movement, such as weight-restricted roads or bridges, bridges with insufficient height or width clearances, locations with unprotected road crossings of active rail lines, or intersections with inadequate turning radii.

WASTEWATER

Areas Served by Local Wastewater Treatment Systems

- ☐ A table that details the households and employment forecasts in 10-year increments through 2040, based on the Council's forecasts and any subsequent negotiated modifications. This should be broken down by areas served by the Metropolitan Disposal System, locally owned and operated wastewater treatment systems, and Community and Subsurface sewage treatment systems. The forecasts used in your wastewater plan must be consistent with the forecasts used throughout your plan, including in land use, transportation, and water supply.
 - ☐ Describe the capacity of, and existing flows to, the public and private treatment systems in your community.
 - ☐ Map the local wastewater service areas in your community through 2040, including a staging plan if applicable, and any proposed changes in governmental boundaries affecting the community, including any areas designated for orderly annexation.
 - ☐ Describe the proposed timing and financing of any expanded or new wastewater treatment facilities.
 - ☐ Define your community's goals, policies, and strategies for preventing and reducing excessive inflow and infiltration (I/I) in the local sewer system, including a discussion of sump pumps and drain tile connected to the local sewer system.
 - ☐ A copy of facility planning reports for the upgrading of your local wastewater treatment plant.
 - ☐ Copies of the associated National Pollutant Discharge Elimination System (NPDES) or State Disposal System (SDS) permits.
-

Community and Subsurface Treatment Systems

- ☐ Describe your community's management program for SSTS to comply with MPCA regulations (Minn. Rules Chapters 7080-7083).
- ☐ Map the locations of all existing public and private treatment systems, if any, including package treatment plants and group on-site systems.
- ☐ Map the locations of all sub-surface sewage treatment systems. You should also identify the locations of known non-conforming systems or systems with known problems.
- ☐ Describe the conditions under which private, community treatment systems (ex. package treatment plants, community drainfields) would be allowed. Examples of such conditions include:
 - ☐ allowable land uses and residential densities
 - ☐ installation requirements
 - ☐ management requirements
 - ☐ local government responsibilities

SURFACE WATER

The items in the Minimum Requirements section below are consistent with the requirements under the new Minnesota Rules Chapter 8410, adopted in July of 2015 and Minn. Stat. 103B.235.

Executive Summary, Water Resource Management Related Agreements, and Amendment Process

- ☐ Provide an executive summary that includes the highlights of the local water management plan.
- ☐ Describe the water resource management related agreements that have been entered into by your community. This includes joint powers agreements related to water management that the community may be a party to between itself and watershed management organization(s), adjoining communities, or private parties.
- ☐ Include a section on amendment procedures that defines the process by which amendments may be made. The amendment procedure must be consistent with the amendment procedures in the watershed organization(s) plans that affect your community.

Physical Environment and Land Use

- ☐ Describe the existing physical environment and existing land use. You may be able to incorporate data by reference if allowed by the appropriate watershed organization(s) plan. You should be aware that not all watershed plans contain the level of detail needed and in those cases, you will be required to provide this information directly in your local water management plan.
- ☐ Describe the proposed physical environment and future land use.
- ☐ Include a map and/or description of drainage areas that includes path and flow directions of the stormwater runoff in your community.
- ☐ Describe the volumes and rates of flow for those defined drainage areas.

Existing and Potential Water Resource-Related Problems

- ☐ Include an assessment of the existing water resource related problems in your community.
- ☐ Include an assessment of the potential water resource related problems in your community.
- ☐ Include a list or map of impaired waters within your community as shown on the most current 303d impaired waters list.

Local Implementation Plan/Program

- ☐ Include prioritized nonstructural, programmatic, and structural solutions to identified problems.
- ☐ Describe the areas and elevations for stormwater storage adequate to meet performance standards or official controls in watershed organization(s) plan.
- ☐ Define the water quality protection methods that would be adequate to meet performance standards or official controls.
- ☐ Clearly define the roles and responsibilities of the community from that of the WMO(s) for carrying out implementation components.
- ☐ Describe the official controls and any changes needed to official controls.
- ☐ Include a table briefly describing each component of the implementation program that clearly details the schedule, estimated cost, and funding sources for each component, including annual budget totals.
- ☐ Include a table describing the capital improvement program that sets forth by year, details of each contemplated capital improvement that includes the schedule, estimated cost, and funding source.

WATER SUPPLY

Local Water Supply Plan for Municipal Public Water Suppliers

- ☐ If the community has a municipal community public water supply system, complete all information in the DNR & Metropolitan Council water supply plan template. Information must be submitted in the template provided and submitted through the MnDNR Permit and Reporting System (MPARS).
 - ☐ Include extended water demand projections for 2020, 2030, 2040 and ultimate build-out that are consistent with population forecasts in the community's system statement.
-

Water Conservation & Reuse

- ☐ If the community has a municipal community public water supply system, complete all information in the DNR & Metropolitan Council water supply plan template. Information must be submitted in the template provided and submitted through the MnDNR Permit and Reporting System (MPARS).
-

Assessing & Protecting Source Water

- ☐ If the community has a municipal community public water supply system, complete all information in the DNR & Metropolitan Council water supply plan template. Information must be submitted in the template provided and submitted through the MnDNR Permit and Reporting System (MPARS).
-

Sub-Regional Collaboration

- ☐ If the community has a municipal community public water supply system, complete all information in the DNR & Metropolitan Council water supply plan template. Information must be submitted in the template provided and submitted through the MnDNR Permit and Reporting System (MPARS).

PARKS AND TRAILS

Regional Parks and Trails

- ☐ Describe, map, and label the Regional Parks System facilities that are located in your community.
 - ☐ Describe, map, and label the federal and state recreational lands within your community, as shown on your System Statement.
 - ☐ Depict existing regional parkland with a land use of "Park" (or your community's equivalent) on your Existing Land Use map.
 - ☐ Acknowledge the Council-approved master plan boundaries of regional parks, park reserves, and special recreation features by guiding the properties with a land use of "Park" (or your community's equivalent) on your Future Land Use map.
-

Local Parks and Trails

- ☐ Describe and map your existing and proposed local parks, trails, and recreation facilities.
- ☐ Include a capital improvement program for parks and open space facilities as part of your implementation program.

HOUSING

Existing Housing Needs

- ☐ Complete an existing housing assessment, including:
 - ☐ A table of existing local conditions, including the following information:
 - ☐ 1. Total number of housing units.
 - ☐ 2. Number of housing units affordable to households with incomes at or below 30% Area Median Income (AMI), between 31 and 50% AMI, and between 51 and 80% AMI.
 - ☐ 3. Number of housing units that are owner occupied.
 - ☐ 4. Number of housing units that are rental.
 - ☐ 5. Number of single family homes.
 - ☐ 6. Number of multi-family homes.
 - ☐ 7. Number of publicly subsidized housing units by the following types: senior housing, housing for people with disabilities, and all other publicly subsidized units. Include expiration dates of affordability requirements when applicable.
- ☐ Number of existing households that are experiencing housing cost burden with incomes at or below 30% Area Median Income (AMI), between 31 -50% AMI, and 51 -80% AMI. A map of owner-occupied housing units identifying their assessed values. At a minimum, differentiate the values above and below \$211,500.
- ☐ A narrative analysis of existing housing needs. At a minimum address the components of the existing housing assessment within the local context of your community. Plans consistent with Council policy will clearly identify existing housing needs and priorities for the community.

Projected Housing Need

- ☐ Discuss how the land use plan addresses the future housing need for your forecasted growth.

For Those Communities With An Affordable Housing Need Allocation:

- ☐ Acknowledge your community's allocation of the region's need for affordable housing at three levels of affordability: <30% AMI, 31-50% AMI, and 51-80% AMI.
- ☐ Guide residential land at densities sufficient to create opportunities for affordable housing using one of the following options:
 - ☐ Option 1: Guide sufficient land at minimum residential densities of 8 units/acre to support your community's total allocation of affordable housing need for 2021 – 2030. This option may be best for communities that find it difficult to support densities of 12 units/acre (per Option 2), or prefer simplicity over flexibility in their density minimums.
 - ☐ Option 2: Guide sufficient land at minimum residential densities of:
 - ☐ 12 units/acre to address your community's allocation of affordable housing need at <50% AMI. This combines your community's allocation at <30% AMI and 31-50% AMI.
 - ☐ 6 units/acre to address your community's allocation of affordable housing need at 51-80% AMI.
 - ☐ Option 2 may be best for communities that feel they can achieve affordable housing needs at 51-80% AMI with less than 8 units/acre. It also allows the affordable housing need to be addressed with less actual land, as is the case if communities choose to use even higher densities than are required. Furthermore, communities using Option 2 may guide land to meet their allocation of affordable housing need at 51-80% AMI using a minimum density range of 3-6 units/acre if they have demonstrated in the last 10 years the application of programs, ordinances, and/or local fiscal devices that led to the development of housing affordable at 51-80% AMI in their community. Examples include: density bonuses for affordable housing unit inclusion, local funding programs such as TIF, etc.

Implementation Plan

- ☐ A description of public programs, fiscal devices, and other specific actions that could be used to meet the existing and projected housing needs identified in the housing element. Include in what circumstances and in what sequence they would be used.
- ☐ Plans consistent with Council policy will clearly and directly link identified needs to available tools. Needs are identified within the three levels of affordability, and tools should therefore be addressed within the levels of affordability as well.
- ☐ Plans consistent with Council policy will consider all widely accepted tools to address their housing needs. A list of widely accepted tools is provided, however, this list is not exhaustive. Communities are strongly encouraged to include any additional tools at their disposal when identifying how they will address their housing needs.

RESILIENCE

Energy Infrastructure and Resources

- ☐ Local governments in the seven-county metropolitan area are required by state law to include an element in their Plan for protection and development of access to direct sunlight for solar energy systems.

ECONOMIC COMPETITIVENESS

Redevelopment

- ☐ Minnesota Statutes § 473.859 Subd. 1 states that local comprehensive plans “shall contain objectives, policies, standards, and programs to guide... redevelopment and preservation for all lands and waters within the jurisdiction of the local governmental unit”. The information provided in this section of the handbook is intended to assist communities as they grapple with the opportunities and challenges associated with development sites that are declining in value, viability, and marketability.

IMPLEMENTATION

Implementation

- ☐ Describe all public programs, fiscal devices, and other actions that your community will use to implement your plan.
- ☐ Define a timeline as to when actions will be taken to implement each required element of your comprehensive plan.
- ☐ Include a Capital Improvement Program (CIP) for transportation, sewers, parks, water supply, and open space facilities. Specify the timing and sequence of major local public investments.
- ☐ The CIP must align with development staging identified in other parts of your plan and include budgets and expenditure schedules.
- ☐ Describe all relevant official controls addressing at least zoning, subdivision, water supply, and private sewer systems.
- ☐ Include a schedule for the preparation, adoption, and administration of needed changes to official controls.
- ☐ Include your local zoning map and zoning category descriptions. Identify what changes are needed to ensure zoning is not in conflict with your new land use plan and consistent with regional system plans and policies.
- ☐ Review and update official controls within 9 months of adopting your 2040 plan. Official controls must not be in conflict with your updated plan. You must provide copies of all revised official controls to us.
- ☐ The Housing Plan Element has implementation requirements as well. Refer to that section to ensure that implementation requirements for the Housing Action Plan are met.

For Diversified Rural Communities with Flexible Development Ordinances:

- ☐ You must be consistent with the Flexible Development Guidelines adopted in August 2008. These guidelines apply to Diversified Rural communities with staging areas for future urbanization identified as Long Term Service Areas for regional wastewater services. If you have local ordinances that allow densities greater than 1 unit per 10 acres, such as open space ordinances, cluster developments, or density bonuses, (or other similar ordinances) you should review these guidelines.

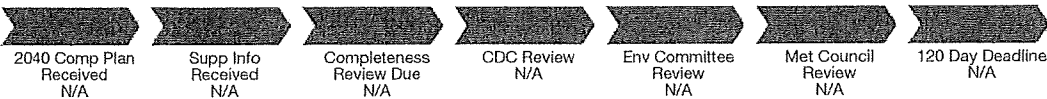
COMMUNITY PAGES

ST. FRANCIS

STATUS TRACKER

Status trackers identify Council review deadlines, Committee meeting dates, and show the movement of your project through our process. The time line starts when you submit your plan update or amendment online and appears for the 2040 Comprehensive Plan Update and any in-progress Comprehensive Plan Amendments.

2040 Comprehensive Plan Update

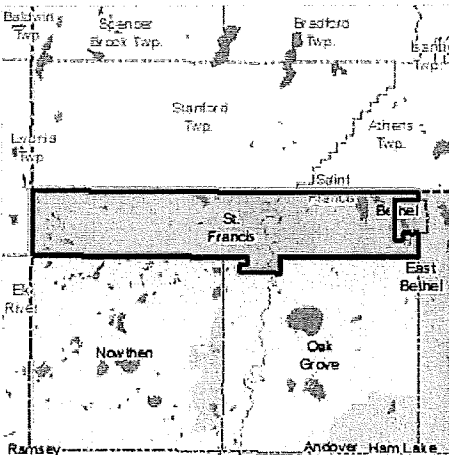


FORECASTS AND COMMUNITY DESIGNATIONS

The Council updates its 30-year forecasts at least once per decade. Forecasts indicate when, where and how much population, household and job growth the region and its communities can expect. Forecasts are used to help plan infrastructure needs and weave consistent growth expectations throughout your plan. These are your recent adopted forecasts.

Forecast Year	Population	Households	Employment
2010	7,218	2,520	1,537
2020	8,200	3,100	2,200
2030	10,400	4,100	2,550
2040	12,600	5,100	2,900

St. Francis is designated as Rural Centers, Diversified Rural. (Look under Council Policy tab at the bottom for specific policy for each designation.)



St. Francis, Community Designation Map
(Click on the image for larger map)

ALLOCATION OF AFFORDABLE HOUSING NEED

The Need reflects what share of forecasted regional household growth will make less than a set threshold of income and therefore need affordable housing. The Allocation is the determination of each community's share of this regional need and the first step in helping to determine the housing goals and objectives in local comprehensive plans.

The Region's Total Need for Affordable Housing for 2021 – 2030 is 37,900 units. St. Francis's 2021 – 2030 Allocation of Need is 123 units.

Sector Rep(s)	Eric Wojchik
District	9
Council Member(s)	Edward Reynoso

Affordable Housing Need Allocation	
AtOrBelow30AMI	51
From31to50AMI	19
From51to80AMI	53
Total Units	123
AMI = Area Median Income	

Your community-wide household, population and employment forecasts have been allocated based on the wastewater system serving your community. This allocation must be used in projecting future wastewater flows and system capacity to plan for additional infrastructure needs.

Forecast Year	Forecast Component	Population	Households	Employment
2010	Municipal Sewered	3,304	1,152	690
2010	Unsewered	3,914	1,368	847
2020	Municipal Sewered	3,800	1,440	1,000
2020	Unsewered	4,400	1,660	1,200
2030	Municipal Sewered	5,120	2,010	1,200
2030	Unsewered	5,280	2,090	1,350
2040	Municipal Sewered	6,200	2,510	1,370
2040	Unsewered	6,400	2,590	1,530

ONLINE PLAN SUBMITTAL
You can now submit your comprehensive plan update and amendments online! Just complete a quick registration and login and you can simply upload your plan directly to us. The online submittal works for informal plan review, supplemental information, the 2040 comprehensive plan update and for plan amendments. Click for more details on how to use the online submittal tool, requirements for submitting comprehensive plan amendments and comprehensive plan update submittal requirements. Hard copy or digital (CD) submittals are still accepted.

Maps/Tables Council Policy Planning Process Grants Other Resources

(Click on map below for interactive mapping tool)