

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
April 7, 2014
ISD #15 CENTRAL SERVICES CENTER (DISTRICT OFFICES)
4115 Ambassador Blvd. NW
6:00 pm

1. Call to Order
2. Roll Call
3. Adopt Agenda
4. Consent Agenda
 - a. City Council Minutes – March 17, 2014
 - b. City Council Work Session Notes – February 18, 2014
 - c. City Council Work Session Notes – March 31, 2014
 - d. Receive and File URRWMO Minutes January 7, 2014 and draft Minutes of March 4, 2014
 - e. TNT Fireworks Retail Sale Permit in County Market Parking Lot
 - f. V3 Triathlon (MinneMan) Event June 28, 2014 – Biking portion comes through St. Francis
 - g. Renewal Agreement for Interim Fire Chief Services between the City of Ramsey and St. Francis
 - h. 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 four minutes unless City Council grants more time.*
6. Petitions, Requests, Applications
7. Ordinances & Resolution
 - a. Ordinance 194, Second Series: Adopting Section 4-7 regarding Vacant Building Registration (2nd Reading)
 - b. Resolution 2014-11 : Authorizing Summary Publication of Ordinance 194, Second Series
8. Reports of Consultants & Staff Members
 - a. Engineer:
 - b. Attorney:
 - c. Staff:
 - Building Official:
 - Finance Dept. OPUS 21 Management Services Agreement
 - Credit Card Payments Implementation
 - Fire Dept.: Architectural Services for Remodel
 - Public Works: Truck Replacement
 - Woodbury Park Fountain Replacement
 - Well Head Protection Joint Powers Agreement
 - Liquor Store:
 - Police: Department Report: New Hire Conditional Offer pending successful background and testing
 - City Administrator Report: URRWMO 2015 Draft Budget
 - Request for Special Meeting Notices
 - Part Time Community/Economic Development Specialist Position
9. Reports from Council Members
10. Report from Mayor:
11. Old Business
12. New Business
13. Adjournment

Calendar of Event

- Apr 16: Planning Commission Meeting @ ISD #15 Central Services Center (District Offices) 7:00 pm
Apr 21: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm
Apr 24: Pioneer Days Meeting @ Police/Public Works Building 6:00 pm
Apr 26: St. Francis Business and Community Expo @ SFHS 9 am - 2 pm
May 3: Recycling Day 8 am to 2 pm @ 4020 St. Francis Blvd.
May 3: Pet Clinic @ SF Fire Department 9 am - Noon

TO: Mayor & City Council

FROM: Matthew L. Hylan, 
City Administrator

RE: Agenda Memorandum – April 7, 2014 Meeting

Agenda Items:

4. Consent Agenda:

6. Petitions, Requests, Applications:

7. Ordinances & Resolutions

- a. *Ordinance 194, Second Series (second reading):* Attached are Ordinance 194 and a memorandum from City Planner Nate Sparks outlining the establishment of a vacant building registration. The Planning Commission has recommended this Ordinance for approval. A roll call vote is required to approve this second reading of Ordinance 194, Second Series.
- b. *Resolution 2014-11:* Attached is Resolution 2014-11 authorizing summary publication of Ordinance 194, Second Series. A motion would be in order to approve this resolution.

8. Reports:

a. **Engineer: Attorney: Staff:**

Finance Director: OPUS 21: Attached is an Agenda Report from Darcy Mulvihill, Finance Director regarding credit card payments for utility and other payments to the city. Please note the three options on fees in her report.

OPUS 21 Contract Extension for Utility Billing: Attached is an Agenda Report from Darcy Mulvihill, Finance Director regarding our utility billing contract extension with OPUS 21. A motion would be in order to continue contracting with OPUS 21 for this professional service.

Building Official:

Fire: Architectural Drawings for Fire Station Remodel: Attached is an Agenda Report from Fire Chief Dean Kapler requesting Council authorization for professional services for the creation of architectural drawings for the fire station remodel.

Public Works: Truck Replacement: Attached is an Agenda Report from Public Works Director Paul Teicher regarding the replacement of a Public Works truck. A motion would be in order to approve this purchase.

Woodbury Park Fountain Replacement: Attached is an Agenda Report from Public Works Director Paul Teicher regarding the replacement of the vandalized Woodbury Park Fountain. A motion would be in order to purchase this fountain.

Anoka County Municipal Wellhead Protection Group: Attached is an Agenda Report from Public Works Director Paul Teicher regarding the Anoka County Municipal Wellhead Protection Group. Additionally, attached is Resolution 2014-12 authorizing joining of the Joint Powers Agreement. A motion would be in order to approve Resolution 2014-12.

Liquor Store:

Police: Police School Resource Officer Conditional Offer of Employment: Currently a background check is in progress and assuming everything is returned satisfactorily, the candidates information will be brought to the Council meeting.

City Administrator: *URRWMO 2015 Draft Budget:* The Upper Rum River Water Management Organization (URRWMO) is developing their 2015 Budget. We need to send back any comments to this board before May 1st. I am only looking for feedback at this time.

Request for Special Meeting Notices: Attached is a form for an individual to request a notice of special meetings. So we have an end date for these requests (which are renewable), staff is suggesting to have an annual expiration of these requests. I would recommend a motion to have these expire annually.

Part-Time Community/Economic Development Specialist: Based on the input from Council at the past work session Monday evening, staff is recommending hiring a part-time Community/Economic Development Specialist. Attached is the recommended part time job description. Please note this includes social media and marketing responsibilities. I am estimating the hourly pay would range from \$20.00 to \$25 per hour. I look forward to further discussion on how best to meet our mutual goals on citizen engagement.

11. Old Business:

12. New Business:

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

CITY COUNCIL MINUTES

March 17, 2014

1. **Call to Order:** The regular City Council Meeting was called to order by Mayor Jerry Tveit at 6:00 pm.
2. **Roll Call:** Present were Mayor Jerry Tveit, Council members Steve Kane, Amy Lazere, Tim Brown and Chris McClish. Also present were City Attorney Scott Lepak (Barna, Guzy & Steffen), City Engineers Jared Voge and Paul Saffert (Bolton & Menk, Inc.), Police Chief Jeff Harapat, Public Works Director Paul Teicher, Finance Director Darcy Mulvihill, and City Administrator Matt Hysten.
3. **Adopt Agenda:** MOTION BY McCLISH SECOND KANE TO ADOPT THE MARCH 17, 2014 CITY COUNCIL AGENDA. Motion carried 5-0.
4. **Consent Agenda:** MOTION BY LAZERE SECOND BROWN TO APPROVE THE MARCH 17, 2014 CITY COUNCIL CONSENT AGENDA AS A – C AS FOLLOWS:
 - a. Approve the City Council Minutes of March 3, 2014
 - b. Authorization to Hire a Part Time Liquor Store Clerk Katie Rextraw
 - c. Payment of Claims \$143,205.93 (Check #66901- 66963)Motion carried 5-0.
5. **Meeting Open to the Public:** None.
6. **Petitions, Requests, Applications:**
 - a. **Waste Water Facility Plan: Public Hearing:** City Engineer Jared Voge gave a brief history on why this Facility Plan needed to be completed for the improvements. These improvements are required at the existing wastewater treatment facility to meet the new permit requirements. Voge stated on component of the Facility Plan is that a public hearing be held to obtain public comment regarding the Facility Plan. Mayor Tveit opened the Public Hearing at 6:21 pm. City Engineer Paul Saffert gave a power point presentation on the Wastewater Facility Plan. Saffert stated the city's existing plant was built in the 1970's and upgraded in 2000. It is not equipped to address existing and future regulations regarding ammonia and phosphorus. It also need to be expanded to provide additional capacity for the city's growth. Saffert summarized several options along with their pros, cons and some estimated costs. The recommended option would be Alternative 5.1: Activated Sludge with Enhanced Nutrient Removal. This would allow the bacteria to consume waste in a controlled process; the aeration basins followed by filters and disinfection; it meets current and future nutrient removal regulations; achieves phosphorus removal and meets future regulations and allows for reuse of wastewater. The approximate cost for the construction is around \$17 million. The annual operation and maintenance cost is an estimated \$402,000. This has a 20-year design life. Possible funding sources are rural Development, Clean Water Revolving Fund, Point Source Implementation Grant and Wastewater Infrastructure funding. Saffert also provided the User Rates Impact depending on loan interest rates and grant amounts. The City may need to soften the water at the treatment

plant with in ten years. Design would begin the fall of 2014 with the construction portion of this plan tentatively would start the fall of 2015 and take approximately two years.

Public Input: Ray Jones, 23725 Nacre Street, Elk River asked where will the site be. Saffert stated it would be at the original/existing sight. Mr. Jones asked if this is a closed treatment system and what type of system does East Bethel have? Saffert reported East Bethel uses a Membrane Bioreactor and they discharge to land application sites. St. Francis will have a choice of land or to Rum River or Seelye Brook. Mr. Jones asked if we could use the City land in Isanti County. Saffert said it would be for future use when needed. Mr. Jones wondered what will the city do with the sludge? Who hauls it? Saffert said the sludge would be land applied and the city would contract haul to permitted farmland. Mr. Jones questioned the Council on why wasn't this in the recent newsletter and was only in the newspaper? Mayor Tveit indicated this is a pretty good turnout for our regular city council meeting. Mayor Tveit asked what class of plant will this be? Saffert informed the Council this would be a Class B solids plant; we would like to stay at Class B since Class A plants are more expensive.

Kent Eittreim 2930 239th Avenue NW, St. Francis questioned if this is a 20-year loan and 20 year lifecycle of the plant? Saffert explained everything is on a 20-year plan. Mr. Eittreim asked if this is an expansion, a replacement or an overall upgrade of the existing system. Saffert indicated it is a replacement; however, we will be utilizing portions of the existing plant. Mr. Jones questioned if the Council was previously misled due to the land being purchased on the east side of the river several years ago. Jared Voge reminded Mr. Jones back in 2006 when the land was purchased, the city was still in a strong growth pattern and this was the best option. Economic times have changed; however, as part of the analysis for this report, staff looked at utilizing the east side land for a new plant. After no further public comment or questions, Tveit declared the public hearing closed at 6:52pm.

Both Council member Brown and McClish stated we are only approving the facility plan tonight that will be sent to the MPCA. Kane asked what if the Metropolitan Council would allow St. Francis to access East Bethel's treatment systems. Saffert stated the Facility Plan can allow be amended.

MOTION BY KANE SECOND McCLISH TO ADOPT RESOLUTION 2014-10 A
RESOLUTION APPROVING THE WASTEWATER TREATMENT FACILITY PLAN.
Motion carried 5-0.

7. **Ordinances & Resolution:**

a. **Ordinance 194, Second Series: Adopting Section 4-7 regarding Vacant Building Registration (1st Reading):** The Planning Commission has been studying a Vacant Building Registration Ordinance. The ordinance would require the registration of properties within 60 days of vacancy. With the registration, vacant buildings would need to meet certain minimum standards and keep contact information on file with the City. Planner Nate Sparks provided an agenda report explaining the ordinance in more detail. The Planning Commission recommended the draft ordinance. MOTION BY KANE SECOND BROWN TO APPROVE THE FIRST READING OF ORDINANCE 194, SECOND SERIES ADOPTING SECTION 4-7 REGARDING VACANT BUILDING REGISTRATION. Roll Call: Ayes: Kane, Lazere, Brown, McClish and Tveit. Nays: None.

8. **Reports of Consultants & Staff Members:**

a. **Engineer:**

b. **Attorney:**

c. **Staff:**

Building Official:

Finance Dept.: Document Imaging: Finance Director Darcy Mulvihill has been working with our IT personnel on the implementation of document imaging. This would tie into our network system so staff could scan documents to store and retrieve digitally, therefore eliminating the need to keep paper copies. St. Francis' portion of the license cost would be \$6,257.09. **MOTION BY KANE SECOND LAZERE TO PROCEED WITH THE IMPLEMENTATION OF DOCUMENT IMAGING.** Motion carried 5-0.

Fire Dept.: Department Report: Fire Chief Dean Kapler reported there is an internal group deciding on the style of the replacement of the old tanker. This purchase would be through a catalog order from Houston Galveston Area Consortium (HGAC) a nationwide government procurement service. Chief Kapler commented that some will question how will this affect the shared fire group and the ISO? Chief Kapler stated it does not affect it at all. Actually, the study showed we should not change the bulk water availability.

Public Works: Business District Signage: Public Works Director Paul Teicher provided an agenda report explaining the process of trying to able to place "Business District" signs along Hwy 47. MnDOT' s comments on denying certain signs and suggestions on what signage and their placement would be allowed. This documentation was forwarded on to the City Council. Consensus of the City Council was to appeal to MnDOT allowing the City to have a sign saying "East Business District" for the southbound direction. The Council also agreed the intersection they would like to have the signage at would be 233rd Avenue. McClish stated when Highway 47 was improved they removed our southbound business district sign.

Liquor Store:

Police Dept.:

City Administrator: 4020-233rd Avenue (Old Food-n-Fuel) Update: On March 13, 2014, work was being completed to address the pollution issues with this property. The State of MN is funding this work and they will be seeking reimbursement from the property owner.

Roundabout Update: Anoka County will be at the St. Francis Chamber of Commerce Business Expo on April 26th. Council will need to approve the County plan on Roundabout in June or July.

Council Items: Metro Cities Annual meeting will be held April 24 and the League of MN Cities will be held June.

9. **Reports from Council Members:** McClish stated he will be unable to attend the April 21 City Council meeting.

Lazere reported there would be a Pioneer Day meeting tomorrow evening, March 18 at the Patriot Lanes starting at 6 pm. Also, the St. Francis Community Recreation Center group will have a meeting March 26 at the St. Francis High School, 7:00 pm. All school organizations are invited to this meeting.

Kane stated he will be unable to attend the April 7 City Council meeting.

10. **Report from Mayor:** Tveit thanked Brown for running the last City Council meeting in his absence. O'Reillys is now open, stop in and welcome them to their new location. Potholes have been a problem. Check out the City's website for information on who to contact.

Tveit discussed an email he receives from a citizen who requested consideration on a City created Dog Park. Tveit suggested this to be forwarded to the St. Francis Recreation Committee to perhaps incorporate this into their plan.

11. **Old Business:** The next work session will be held Monday, March 31, 2014 starting at 5:00 pm. The Council would like to invite David Roberts of the School Board to this work session. Question was is the Community Room open. The location of the work session will be in the Off Week Memorandum.

12. **New Business:** None.

13. **Adjournment:** The Regular City Council meeting adjourned at 6:53 pm.

Matthew Hylan, City Administrator

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

CITY COUNCIL/MANAGEMENT TEAM WORK SESSION NOTES

FEBRUARY 18, 2014

The City Council held a Work Session on February 18, 2014 at 5:15 pm preceding the regular City Council meeting. Present were Mayor Tveit, Council members Steve Kane, Amy Lazere, Tim Brown and Chris McClish. Also present were City Attorney Scott Lepak, City Administrator Matt Hylen, Finance Director Darcy Mulvihill, Public Works Director Paul Teicher, Police Chief Jeff Harapat, Liquor Store Manager John Schmidt, Building Inspector Andy Schreder and City Clerk Barb Held.

Mayor Tveit opened up the work session at 5:15 pm. City Attorney Scott Lepak moderated the work session.

Lepak stated at the previous work session part of the discussion was on community engagement. At this work session let's break that down smaller for discussion purposes. First of all, why do we want to have community engagement? McClish stated we need to get the residents more involved in the City. We have had a number of vacancies on our commissions for a long time.

Tveit stated the facilitator of the council retreat started us (the council) discussing this topic. After the next City election, we could potentially have four new councilmembers. Tveit doesn't think the residents are informed.

Lazere stated it is important to remember that 33-35 is the average age of our residents. They are two income families that don't have a lot of extra time due to their jobs and families. I think we are missing the boat by not using social media more. Lazere asked where we are on the intern that we talked about at the retreat.

Brown agreed, people are busy but I am not up on social media.

So, Lepak stated we need commission members and more social media. Discussion was then held on the video taping of the council meetings and how effective are the taped meeting on informing the residents. Also, what are other ways we can inform the residents on what is going on in the city?

Kane stated that interacting with some type of social media for younger people is spot on. Our website viewership is growing but you have to remember the older generation is not electronic savvy.

Lepak suggested that Hylen contact the social media intern the council previously talked about at their retreat. Lazere said St. Francis has no daily/weekly newspaper or radio station to get the word out. We need to market our city. Lepak agree with Lazere

regarding marketing the city. Lazere asked if we could partner with the school. Held stated high school students use to broadcast an informational segment they produced and would show it daily to the school. Maybe we could team up with them.

Lepak asked the council, who are we trying to engage; the citizens, business owners, school, new residents, who is our target audience.

Kane stated we need to get the word out with friendly information, which may help squelch rumors. Lazere stated if we had marketing pieces to give to the area realtors, I think that would help. Tveit would like it when people hear of St. Francis they hear good things happening. Lazere said we can start with the Business Expo.

Discussion was then held on how we (city council) get involved. Some of the suggestions were attending such events as the Artic Plunge, Nowthen Threshing Show, Anoka County Fair, and the Isanti Rodeo.

The City Council agreed to invite a representative(s) from the school to see how we both could further engage our community involvement. Suggestion was to have the next work session in early April.

The Work Session ended at 5:50 pm.

Respectfully submitted,

Barb Held
City Clerk

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

CITY COUNCIL/MANAGEMENT TEAM WORK SESSION NOTES

MARCH 31, 2014

The City Council held a Work Session on March 31, 2014 at 5:00 pm in the St. Francis Community Center, 23340 Cree Street NW. Present were Mayor Tveit, Council members Steve Kane, Amy Lazere, Tim Brown and Chris McClish. Also present were City Attorney Scott Lepak, ISD #15 School Board Chair David Roberts, City Administrator Matt Hysten, Finance Director Darcy Mulvihill, Public Works Director Paul Teicher, Police Chief Jeff Harapat, and City Clerk Barb Held.

Mayor Tveit opened up the work session at 5:03 pm. Tveit asked Hysten to give a recap of the last work session. Hysten then turned it over to City Attorney Scott Lepak to moderate the work session.

Lepak stated the City Council has not had a lot of work sessions over the past years. The City Council had a retreat this past year that led to the topic of community engagement. The question is how do we improve or get our civic community engaged. The first suggestion was to involve the school district. Another question was what is the role of the City and how can we engage the civic community and get them involved.

Mayor Tveit asked, what does our community need? Possibly have a grass roots type of group made up of concerned citizens, school district and the city but how do we start.

Roberts suggested creating opportunities for families, senior groups and students to volunteer on a project. You need them to buy in on these projects. We need to give the kids something to do and a place to go to. The school can only offer so many activities and the time slot of concern is 3:00 pm to 6:00 pm. Maybe if we could get the kids connected with local businesses it could be a win for both. The kids may learn a trade by helping out. Lazere suggested that be a topic for a Chamber Business Breakfast. Teicher stated the welding class is already working with the City by building us bike racks and picnic tables. The Bridge Church is also helping with the upkeep of Woodbury Park. Kane asked how can we get the kids involved in volunteering during Pioneer Days. Making the right contacts is the key. Roberts stated maybe start out addressing a need or a project the community can build such as an outdoor basketball court that Lazere has mentioned in the past. Again you need something for them to buy in and be proud of. Lepak asked where do we find out what people want. Lazere stated she has mentioned using survey monkey in the past. Roberts stated people don't always answer surveys. He suggested using Social Media. The group discussed a list of projects that we could see if volunteers are interested. Some of the suggestions on projects volunteers might be interested in were; gardening group to create a flower bed under the Welcome to St. Francis signs, paint the community room, seniors teach kids board/card games and hold it

in the community room, disc golf, and paint the hockey rink boards. These were just few of the items discussed.

Tveit asked how you he (Roberts) handled the naysayers and the residents that don't care to be informed. Roberts said he goes to out to them and answer their questions. He also has his own Facebook page where he corresponds with people too. He has an update to his page after every school board meeting. To stimulate the school board audience growth was to show their meetings via YouTube and that has increased their viewership.

Kane stated he was skeptical at first using Facebook and Pinterest but found out it is huge and they do reach a lot of people.

Harapat stated the discussion of an intern has been brought up and that is great but what happens when the internship is done. Then who does it? Lazere said I think we need to hire someone, a professional. Consensus with the group is to look into this position further.

Lepak stated so we need to move forward with Social Media, have a list of projects the community could complete to feel part of the community. Also we should have a list of school and various organizations contact information so when a project comes does come up we can see if they are interested in helping.

The Work Session ended at 6:02 pm.

Respectfully submitted,

Barb Held
City Clerk

Upper Rum River Watershed Management Organization
Meeting Minutes for January 7, 2014

Vice Chair Lan Tornes called the meeting to order at 7:00 pm.

Present: Lan Tornes, Vice Chair
Todd Miller
John Wangensteen
Kevin Armstrong
Ron Koller
Ann Arcand
Malcolm Vinger II

Absent: Dan Denno, Chair
Richard Walstrom, Secretary
Scott Heaton
Mike Haggard
Calvin Bahr

Audience: Jamie Schurbon, Anoka Conservation District (ACD)
Andrew Dotseth, Anoka Conservation District (ACD)

APPROVAL OF AGENDA

Kevin Armstrong moved and Todd Miller seconded to approve the agenda as written. All in favor, motion carried.

APPROVAL OF MINUTES

Malcolm Vinger II moved and Ron Koller seconded to approve the November 12, 2013 minutes as presented. All in favor, motion carried.

TREASURERS REPORT

No report.

UNFINISHED BUSINESS

A. Lake George water quality issue update - Representatives from the Lake Improvement District, DNR, and ACD are formulating a plan that includes additional water quality monitoring especially before and after herbicide treatments, annual plant surveys, sediment coring to determine internal nutrient loading, examining fish data to determine any possible water quality impacts of fish and management strategies, and treating curly leaf pondweed earlier to minimize water quality impacts that are more likely when water is warmer. Malcolm Vinger II expressed the need for Anoka County to "step up" and put more into the upkeep and needs of Lake George. ACD will relay this concern to County Parks. This item will be added to the March agenda.

NEW BUSINESS

A. 2013 draft work results from ACD - Andrew Dotseth reviewed the results. Lake George remains one of the clearest of Anoka County Lakes and is especially valuable to the County due to its unique ecosystem. Lake George is home to 24 different aquatic plant species, as compared to 10-12 species in most metro lakes. Vice Chair Tornes asked if a median could be used for reporting data. Currently, the State uses a mean. Now that Lidar is available to Anoka County, it could be used to help determine why there are different lake levels between Minard Lake and Coopers Lake. It was requested that Dissolved *constituents* be used in the Results and Discussion sections for both Cedar Creek and Seeyle Brook.

2014 recommendations are to actively participate in the MPCA Rum River WRAPP (Watershed Restoration and Protection Plan) which began in 2013; consider coordinating multi-county water planning efforts through the state's new One Watershed-One Plan initiative; add more frequent Lake George water quality monitoring; consider a St. Francis stormwater assessment; promote groundwater conservation; correct riverbank erosion issues discovered during the 2010 Rum River survey; investigate the condition of Ditch 19, the only inlet to Lake George; and promote water quality improvement projects.

B. 2014 Work Contract with ACD - The contract is basically the same as last year's contract. Jamie Schurbon noted that there could be an outstanding issue not addressed in this contract - if the Lake George Association asks for money to help with the lake water quality monitoring, since there is no line item for this in the budget. **Malcolm Vinger II moved and Ron Koller seconded to approve the 2014 Contract for Services with Anoka Conservation District, and to direct Vice Chair Lan Tornes to sign the contract.** Kevin Armstrong verified that Exhibit A: 2014 URRWMO Plan of Work is the same terms and conditions as was presented in the bid request. **All in favor, motion carried.**

MAIL

Todd Miller reported that checks have been received from Ham Lake, East Bethel, Nowthen, and Bethel; no checks from St. Francis nor Oak Grove.

DNR meeting notification for January 8th regarding North and East metro groundwater issues.

OTHER

INVOICE APPROVAL

A. **Ron Koller moved and Kevin Armstrong seconded to approve the recording secretary invoice for \$150.00. All in favor, motion carried.**

ADJOURN

Kevin Armstrong moved and Todd Miller seconded to adjourn. All in favor, meeting adjourned at 8:06 pm.

URRWMO Meeting Minutes for January 7, 2014
Page 3 of 3

Gail E. Gessner, Recording Secretary
Submitted via email on 1/13/14

Upper Rum River Watershed Management Organization
Meeting Minutes for March 4, 2014

Chair Dan Denno called the meeting to order at 7:03 pm.

Present: Dan Denno, Chair
Lan Tornes, Vice Chair
Richard Walstrom, Secretary
Todd Miller
John Wangenstein
Kevin Armstrong
Scott Heaton
Calvin Bahr
Ann Arcand

Absent: Malcolm Vinger II
Heidi Moegerle

APPROVAL OF AGENDA

Scott Heaton moved and Calvin Bahr seconded to approve the agenda as written. All in favor, motion carried.

APPROVAL OF MINUTES

Lan Tornes moved and Kevin Armstrong seconded to approve the January 7, 2014 minutes as presented. Motion carried with Denno, Walstrom, Heaton, and Bahr abstaining.

TREASURERS REPORT

Secretary Walstrom distributed: 1) 2013 URRWMO Budget to Actual report showing \$25 under budget; 2) URRWMO Annual Financial Report for 2013; and 3) URRWMO Cash Flow Statement for 2014 showing a balance of \$12,516.00 as of 2/28/14. **Calvin Bahr moved and John Wangenstein seconded to approve the reports as presented. All in favor, motion carried.**

UNFINISHED BUSINESS

A. Communication with Anoka County on Lake George water quality issues update – Reviewed the email from Jeff Perry, Park Planning and Resources Mgr. Anoka Co., to Anoka Conservation District (ACD). After the last URRWMO meeting, Jamie Schurbon of ACD spoke with Jeff Perry about the Lake George issues. In short, Perry mentioned the logistic and political challenges of adding unique user fees to the park at Lake George, but not other parks. A relationship focusing on Lake George that includes County Parks is possible, but will take some

time to develop, and some leadership on the part of the URRWMO. Chair Denno stated the City of Oak Grove already donates money for the upkeep of Lake George, therefore, he is not in favor of the URRWMO putting more money into this project; he would like to see Legacy monies used toward the water quality issues. Denno will draft a letter to Anoka County requesting more money be allocated to Lake George; the draft letter will be sent to board members for comments prior to being sent.

NEW BUSINESS

A. Draft 2015 preliminary budget and approve submitting to member cities for review – Due to the lack of board members having a copy of a preliminary budget to review, it was suggested this item be tabled to the May meeting. Recording Secretary Gessner pointed out that for ratification purposes, member cities needed a budget to review before the May meeting. Several board members voiced their objections to increasing the budget. **Chair Denno moved and Todd Miller seconded to submit the 2014 budget as the 2015 DRAFT budget for ratification purposes. All in favor, motion carried.** Gessner was directed to submit the draft budget to member cities.

B. BWSR's new One-Watershed, One Plan Program – Following discussion, the Board's consensus was to take no further action at this time.

C. Flood Zone Question from Dennis Farder, Oak Grove Resident – John Wangenstein had forwarded this question on to ACD, which then provided information to Mr. Farder. The board believes ACD's response should cover this matter and that no further action is needed at this time.

Secretary Walstrom reported that he received mail concerning a lot split request in the City of Nowthen for the URRWMO to approve. Some WMOs require reviewing this type of action, however, the URRWMO does not. Walstrom will give the information to the City of Nowthen.

MAIL

Dividend check for \$399 was received from LMCIT. Secretary Walstrom will deposit it into the checking account.

Regarding insurance invoicing, Walstrom reported that insurance coverage is from August to August. In June, the URRWMO should receive a PIN which is used for the insurance reapplication. When the application is processed an invoice is sent, however, the timing of the invoice is not denied. Based on this information, it was requested that 'Motion to approve insurance invoice' be added to the annual May agenda.

OTHER

INVOICE APPROVAL

A. Last month the recording secretary check was written for \$125, instead of the invoiced \$150. March's invoice reflects the \$25 shortage from last month. **Scott Heaton moved and Calvin Bahr seconded to approve the recording secretary March invoice for \$150.00. All in favor, motion carried.**

ADJOURN

Scott Heaton moved and Todd Miller seconded to adjourn. All in favor, meeting adjourned at 7:45 pm.

Gail E. Gessner, Recording Secretary
Submitted via email on 3/8/14

DRAFT


 City of
St. Francis
 23340 Cree Street NW, St. Francis, MN 55070
 763-753-2630

LICENSE APPLICATION FOR MANUFACTURE, STORAGE, DISPLAY OR SALE OF CONSUMER FIREWORKS

APPLICANT

First Name Christopher		Middle Name Jon		Last Name Ulmer	
Date of Birth	Driver License Number	Home Address Avenue South		City Fargo	State Zip ND 58104
Home Phone 7	Cell Phone	Pager	Business Phone 701-526-2450		
List address(es) & phone numbers where applicant can be reached if different than above:					
Address			Address		
Phone			Phone		

List most recent locations where applicant has conducted business:

Apple Valley
Maple Grove
Plymouth
Has applicant been convicted within the last three (3) years of any felony, misdemeanor, or gross misdemeanor for any state or federal statute (other than traffic offenses). If yes, explain: NO

BUSINESS THAT WILL MANUFACTURE/STORE/DISPLAY/SELL CONSUMER FOREWORKS

Name of Business TNT Fireworks		Address 2109 59th Avenue South		City Fargo	State Zip ND 58104
Phone Number 701-400-7661	Fax Number 866-807-1722	Email Address ulmerc@tntfireworks.com		Zoning	
List kind of business to be conducted; general description of merchandise to be sold or service to be provided: Retail sale of Minnesota State-approved Fireworks					
Duration of business operation: two weeks					

OTHER BUSINESSES

List all other business(es) owned or managed by the applicant in the City of St. Francis (if more than two, please attach separate sheet)					
Business Name	Address	City	State	Zip	phone
Business Name	Address	City	State	Zip	phone

ACKNOWLEDGEMENT

Applicant understands those persons manufacturing, storing, displaying or selling consumer fireworks must be at least eighteen (18) years of age:	
<input checked="" type="checkbox"/> Yes	
<input type="checkbox"/> No	
Applicant understands what constitutes legal consumer fireworks and which fireworks are illegal:	
<input checked="" type="checkbox"/> Yes	
<input type="checkbox"/> No	

APPLICANT TO SUPPLY WITH APPLICATION

<input checked="" type="checkbox"/> Attach a signed letter of written permission from property owner of the building/property that sales are to take place to this application.
<input checked="" type="checkbox"/> Attach an 8 ½ X 11 in. floor plan designating the area for manufacturing, storage, display or sales.
<input checked="" type="checkbox"/> Attach a list documenting the name, weight and quantity of consumer fireworks within the building and accompanying material safety data sheets.
<input checked="" type="checkbox"/> Fireworks samples for testing purpose _____ gross pounds (call fire marshall per Barb Held)
<input checked="" type="checkbox"/> Attach Material Safety Data Sheets
<input checked="" type="checkbox"/> Certificate of Insurance
<input checked="" type="checkbox"/> Application fee

Incomplete applications will not be accepted.

APPLICANT TO READ AND SIGN

The applicant and all Associates are required to strictly comply with City Ordinance and applicable State and Federal laws.

Failure to comply with Federal, State and Local Laws are punishable as a misdemeanor punishable by fines up to seven hundred dollars (\$700) and/or ninety (90) days in jail.

I hereby certify that the contents of this application are true to the best of my knowledge. I further state that I have read all relevant City Ordinances relating to the conduct, operation, and practice of this business within the City of St. Francis and that I understand them fully.

Applicant Signature: *[Signature]* Date: *02/28/14*

ADMINISTRATIVE INFORMATION (City Clerk Use Only)

Date Application Received:	Application Received by:	Operating Dates for License:

Building has been inspected and meets current uniform building codes.

Building Official

Building has been inspected and meets current uniform fire codes.

Fire Marshall

Building has approved automatic sprinkler system.

Building does not have an approved automatic sprinkler system.

Copy of photo identification received.

Background check completed.

City Council Approved.

APPROVED BY _____

DATE: _____

LEASE AGREEMENT/STAND AND TENT LOCATION
TNT FIREWORKS

4511 Helton Drive, Florence, AL 35630
800-243-1189 Fax (256) 764-9995

THIS AGREEMENT IS MADE BETWEEN Kings County Market ("Landlord") and TNT Fireworks ("Tenant") for the purpose of allowing Tenant to sell approved fireworks from the following premises (the "Location"):

23122 S Francis Blvd
Address

Hwy 417
Cross Streets, if applicable

Address

Kings County Market / Market
Location Name/TNT Location No.

St Francis, AL 35630
City State Zip

Amelia
County

A. Landlord agrees:

1) To lease the Location to Tenant, and Tenant, or Tenant's representative, shall have the exclusive right to operate a retail fireworks stand, tent or other sales outlet, as Tenant may determine and as permitted by applicable law, at and from the Location for the following selling periods:

From: June 20, 2014 To: July 7, 2014 ("July 4th Season")

From: December 1, 2014 To: January 1, 2015 ("New Year's Season")

plus a reasonable period of time before and after each selling period for erecting and dismantling Tenant's equipment and delivering and removing Tenant's inventory. Landlord warrants to Tenant that Landlord has the right to enter into the Lease for the Location.

2) Not to permit the sale, storage or advertising of consumer fireworks by any other person or entity from the Location or any property owned or controlled by Landlord within five (5) miles of the Location.

B. Tenant agrees:

1) To pay rental for the July 4th Season and for the New Year's Season, as follows:

July 4th Season: 1000.00
New Year's Season: 114

2) To obtain and pay for all necessary permits and licenses required by law for the conduct of Tenant's business from the Location, to post with appropriate local authorities any bond or other security which might be required for operation of Tenant's business from the Location, and to ensure that the operation of Tenant's business shall adhere to all applicable laws and regulations.

3) To provide liability insurance coverage in the aggregate amount of \$1,000,000.00 and to deliver to Landlord, prior to occupancy, a certificate of insurance coverage which insures coverage covering the erection and operation of Tenant's retail outlet, naming Landlord and Landlord's mortgagee, if applicable as additional insureds, as co-occupant and additional insured. Landlord and Tenant shall be jointly and severally liable for claims arising from the erection, maintenance, or operation of Tenant's retail outlet.

4) To keep the Location clean and free from garbage and trash during the Season and to remove all of Tenant's property after each Season and return the Location to the condition in which Landlord receives it, substantially the same condition received, ordinary wear and tear excepted.

C. Landlord and Tenant agree:

1) If Tenant remains in possession of the Location for a period of 30 days after the Season, Tenant shall have the right to terminate this Lease for the remainder of the number of Seasons as specified in the Lease, with no obligation and no credit toward the full amount of rental.

2) If a court of competent jurisdiction, having proper jurisdiction over this Location, modifies any applicable law, ordinance or regulation governing the storage or retail sale of consumer fireworks at the Location, then this Lease's subject matter shall conform to Tenant's policy.

3) This Lease shall be automatically renewed on the same terms and conditions as set forth above, for each Season through 2015 unless cancelled by Tenant or Landlord. If Landlord receives an offer to lease the Location for sale of fireworks at any time prior to the first anniversary of the termination of this Lease for any reason, Landlord shall have the right to lease the Location to the offeror, and Tenant shall have the right of first refusal to extend the term of the Lease to the same terms and conditions as the offer.

4) Landlord acknowledges that Tenant may designate another person or entity to operate the retail fireworks outlet at the Location, but Tenant shall remain the sole owner of the outlet. Landlord agrees that Tenant may elect not to operate a retail fireworks outlet at the Location for any Season, in which case Tenant shall not receive a refund of any rental paid and this Lease shall continue in full force and effect.

5) A copy of this Lease, in 2 pages is attached hereto.

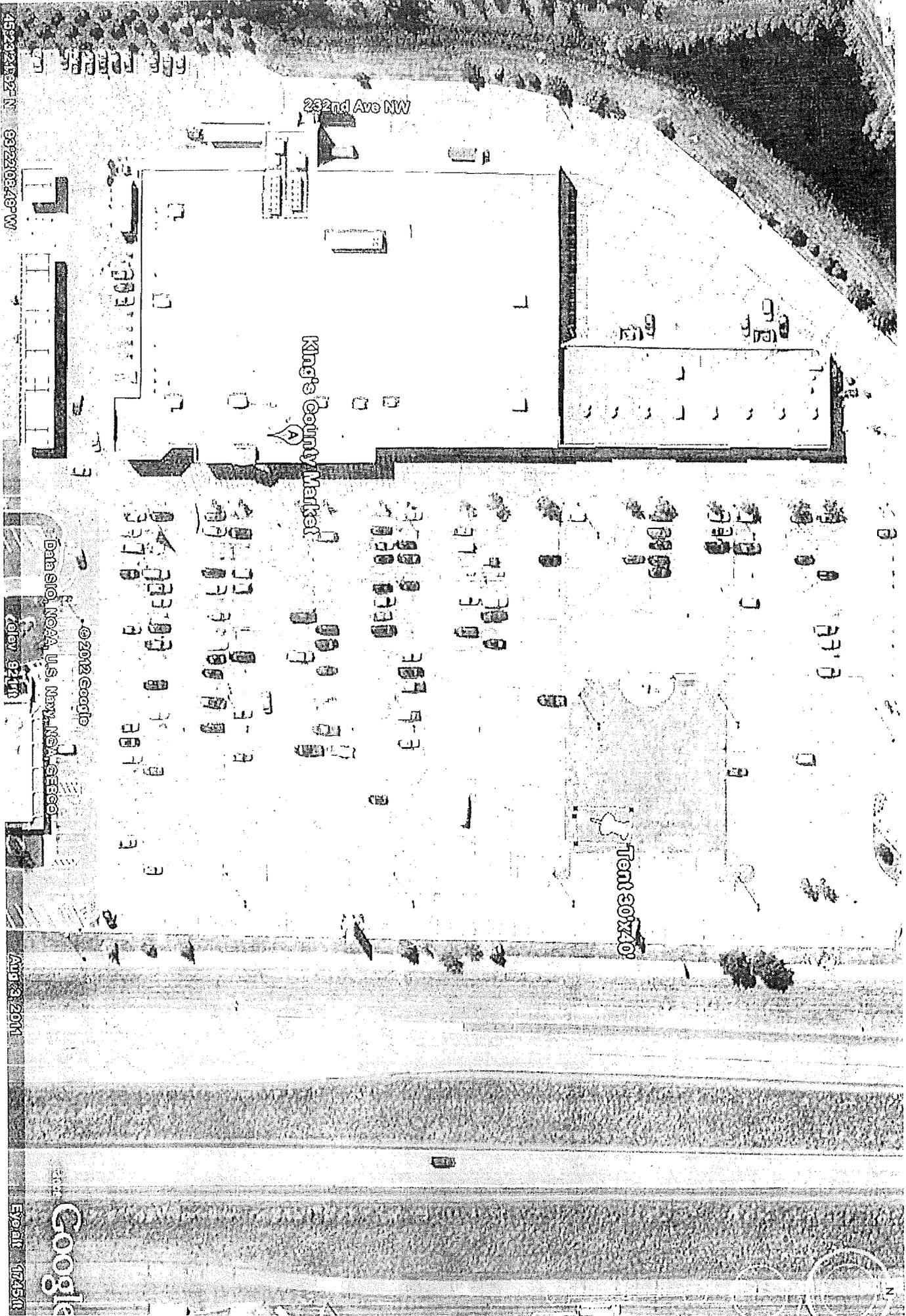
LANDLORD
Name: Kings County Market
Address: 23122 S Francis Blvd
City State Zip: St Francis, AL 35630
Phone: 764-764-5754
Fax ID: SSN: 41 201536

ADDITIONAL INSURED, if any
Name: _____
Address: _____
City State Zip: _____
Phone: _____

E-mail: Steve@KingsMarket.com
LANDLORD
Signature: [Signature]
Print Name: STEVE WOTRZEN
Date Signed: 1/10/14

TNT FIREWORKS REPRESENTATIVE
Signature: [Signature]
Print Name: E. P. [Name]
Date Signed: 1/7/14
Sales Associate Number: 02

Your Rep. is Steve Wotzen



232nd Ave NW

King's County Market

Tent 30'x40'

45°24'21.32"N 89°22'08.48"W

©2012 Google
Data SIO, NOAA, U.S. Navy, NGA, GEBCO
Elev: 82 ft

Apr 31 2014

Google
Eye alt: 1745 ft

N

MN 0056	101040	AMERICAN PRIDE S/S GIVEAWAY	-1	CS	KING'S COUNTY MARKET
MN 0056	101277	NITE THRILLER S/S-05	-1	CS	KING'S COUNTY MARKET
MN 0056	101808	TNT BIG TIMER SS J09	-2	CS	KING'S COUNTY MARKET
MN 0056	101823	BIG BLAST SS-PDQ J09	-1	CS	KING'S COUNTY MARKET
MN 0056	102046	PYRO PAK BAG SS COM J10	-1	CS	KING'S COUNTY MARKET
MN 0056	102048	INDEPENDENCE TRAY SS COM J10	-1	CS	KING'S COUNTY MARKET
MN 0056	102052	49ER SS COM J10	-1	CS	KING'S COUNTY MARKET
MN 0056	102054	ALL AMERICAN SS COM J10	-2	CS	KING'S COUNTY MARKET
MN 0056	102056	PERFECT SHOW SS COM J10	-1	CS	KING'S COUNTY MARKET
MN 0056	102201	HOT ZONE SS COM	-3	CS	KING'S COUNTY MARKET
MN 0056	200095	CRICKETS FOUNTAIN	-1	CS	KING'S COUNTY MARKET
MN 0056	200165	JUMBO 20 ROCKET FOUNTAIN	-1	CS	KING'S COUNTY MARKET
MN 0056	200184	MAD DOG FOUNTAIN	-1	CS	KING'S COUNTY MARKET
MN 0056	200236	PICCOLO PETE FOUNTAIN	-1	CS	KING'S COUNTY MARKET
MN 0056	200352	STARS & STRIPES FOUNTAIN	-1	CS	KING'S COUNTY MARKET
MN 0056	200616	PINK ICE J06	-1	CS	KING'S COUNTY MARKET
MN 0056	200622	MAIN SQUEEZE J06	-1	CS	KING'S COUNTY MARKET
MN 0056	200740	LIGHT THE NIGHT J07	-1	CS	KING'S COUNTY MARKET
MN 0056	200757	MINI MONSTER FOUNTAIN J07	-1	CS	KING'S COUNTY MARKET
MN 0056	200781	ENFUEGO J08	-1	CS	KING'S COUNTY MARKET
MN 0056	200785	CHARMED J08	-1	CS	KING'S COUNTY MARKET
MN 0056	200786A	MOLTEN POT J08	-1	CS	KING'S COUNTY MARKET
MN 0056	200792	CASCADING WATERFALL J08	-1	CS	KING'S COUNTY MARKET
MN 0056	200794	VALUE PAK HEARTS 2 PK \$8.97 WM	-1	CS	KING'S COUNTY MARKET
MN 0056	200820	RIP TIDE SS J09	-1	CS	KING'S COUNTY MARKET
MN 0056	200843	CLOSING CEREMONY 500 GRAM 09	-1	CS	KING'S COUNTY MARKET
MN 0056	200870	DIZZY TIZZY J11	-1	CS	KING'S COUNTY MARKET
MN 0056	200874	PYROPALOOZA J11	-1	CS	KING'S COUNTY MARKET
MN 0056	200875	STAR VOYAGER J11	-1	CS	KING'S COUNTY MARKET
MN 0056	200917	JUMBO PURPLE RAIN J11	-1	CS	KING'S COUNTY MARKET
MN 0056	200950	GREAT WALL FTN BRO J11	-1	CS	KING'S COUNTY MARKET
MN 0056	200971	HEATED FOUNTAIN	-1	CS	KING'S COUNTY MARKET
MN 0056	200972	PARFAIT FOUNTAIN J12	-1	CS	KING'S COUNTY MARKET
MN 0056	200974	AMERICAN LIGHT FOUNTAIN	-1	CS	KING'S COUNTY MARKET
MN 0056	200983	STACKS UP	-1	CS	KING'S COUNTY MARKET
MN 0056	200988	SUPER SNAZZY J12	-1	CS	KING'S COUNTY MARKET
MN 0056	200994	OPENING SHOW J12	-2	CS	KING'S COUNTY MARKET
MN 0056	2290142	GROUND BLOOM FLOWER PK 6 J07	-1	CS	KING'S COUNTY MARKET
MN 0056	320460	TNT CRACKLING THUNDER 6FT 5K	-1	CS	KING'S COUNTY MARKET
MN 0056	320476	PARTY TIME PARTY POPPER J07 ST	-1	CS	KING'S COUNTY MARKET
MN 0056	320478	LIGHTNING FLASH-BOX OF 6 J07	-1	CS	KING'S COUNTY MARKET
MN 0056	320480	TNT BLASTS BAG OF 6 J07	-1	CS	KING'S COUNTY MARKET
MN 0056	320482	MR. TURTLE J07	-1	CS	KING'S COUNTY MARKET

MN 0056	320536	POP-IT'S TNT		-1	CS	KING'S COUNTY MARKET
MN 0056	320556	BOOBY TRAPS J10		-1	CS	KING'S COUNTY MARKET
MN 0056	350002	SMOKE BALLS ASSTD TNT - BAG 6		-1	CS	KING'S COUNTY MARKET
MN 0056	351037	ASSORTED COLOR AMMO SMOKE		-1	CS	KING'S COUNTY MARKET
MN 0056	351038	PULLSTRING SMK GRENADE J07		-1	CS	KING'S COUNTY MARKET
MN 0056	380069	MORNING GLORY TNT #10		-1	CS	KING'S COUNTY MARKET
MN 0056	380245	#20 SPARKLER GOLD J09		-1	CS	KING'S COUNTY MARKET
MN 0056	380246	MORNING GLORY TORCH 14 IN J09		-1	CS	KING'S COUNTY MARKET
MN 0056	380272	#8 GOLD SPARKLER COL J11		-1	CS	KING'S COUNTY MARKET
MN 0056	390014	PUNK JUMBO J07		-1	CS	KING'S COUNTY MARKET
MN 0056	679070	COUNTER CASE FTN		-1	CS	KING'S COUNTY MARKET
MN 0056	730051	BAG - TNT SMALL - 500 EA		-1	CS	KING'S COUNTY MARKET
MN 0056	730058	BAG - TNT LARGE - 500 EA		-1	CS	KING'S COUNTY MARKET
MN 0056	730148	WATER CAN EXTINGUISHER		-1	CS	KING'S COUNTY MARKET
MN 0056	730470	SIGN - ROCKET FLAGGER J10		-2	CS	KING'S COUNTY MARKET
MN 0056	730471	SIGN - ROAD ROCKET J10		-2	CS	KING'S COUNTY MARKET
MN 0056	730506E	ELECTRICAL BOX		-1	CS	KING'S COUNTY MARKET
MN 0056	730691	FLAG KIT 4 POLE		-1	CS	KING'S COUNTY MARKET

MATERIAL SAFETY DATA SHEET – Consumer Fireworks

SECTION 1 – IDENTITY: Consumer Fireworks 1.4G	
Importer's Name	American Promotional Events/TNT Fireworks
Emergency Telephone Number	Normal Business Hours – 800-243-1189 After Hours – ChemTel – 800-255-3924
Address	Corporate Office
	4511 Helton Dr.
	Florence, AL 35630

SECTION 2 - Hazardous Ingredients/Identity Information
<p>Consumer fireworks contain various mixtures of oxidizers and fuels, and are designed to burn and produce visible and audible effects when they are caused to ignite by a user. The oxidizers include potassium nitrate, strontium nitrate and potassium perchlorate. Fuels include charcoal, sulfur, starch, and aluminum.</p> <p>All chemical composition is contained within the device, and there should be minimal-to-no exposure to the chemicals under normal conditions of handling of the type typically involved in retail sales operations.</p> <p>The chemical mixtures are stable to temperatures up to at least 250°F, and no ignition of these devices should occur during normal handling, transportation, movement, and storage. A match or other flame or heat source is required to ignite the fuse on the devices in order to cause the devices to operate.</p>

SECTION 3- PHYSICAL/CHEMICAL CHARACTERISTICS			
Boiling Point	N/A	Specific Gravity (H ₂ O=1)	N/A
Vapor Pressure (mm Hg)	N/A	Melting Point	N/A
Vapor Density (AIR=1)	N/A	Evaporation Rate (Butyl Acetate = 1)	N/A - All solids
Solubility in Water: slight			
Appearance and Odor: All chemical composition is contained inside a cardboard or other container			

SECTION 4- FIRE AND EXPLOSION HAZARD DATA			
Flash Point (Method Used)	Ignition temperature exceeds 250°F		
Flammable Limits	N/A – no vapor present		
LEL	N/A	UEL	N/A
Extinguishing Media	Water		
Special Fire Fighting Procedures: Evacuate the area if a fire reaches the fireworks and they begin to burn vigorously. Allow sprinklers to function, if present – they should control the fire. Otherwise, evacuate the area and await arrival of fire fighters.			
Unusual Fire and Explosion Hazards – Suffocation methods should not be used – the devices contain their own oxygen. Use a strong water flow instead. A fire that has reached consumer fireworks may produce substantial smoke as well as flame, sparks, and burning projectiles. Once consumer fireworks begin burning, all persons must immediately evacuate the area. Only fire fighters wearing appropriate safety equipment should ever consider approaching an area where consumer fireworks are on fire. Remote firefighting methods should be use whenever possible. Where conditions permit, it may be advisable to allow the fireworks to burn to completion – this will greatly simplify clean-up efforts.			

SECTION 5- REACTIVITY DATA			
Stability	Unstable		Conditions to Avoid: Open flames, hot surfaces, rough handling
	Stable	X	
Incompatibility (Materials to Avoid)		none	
Hazardous Decomposition or Byproducts		Considerable smoke may be produced in a fire	
Hazardous Polymerization	May Occur		Conditions to Avoid: N/A
	Will Not Occur	X	

SECTION 6 - HEALTH HAZARD DATA			
Routes of Entry	Inhalation N	Skin N	Ingestion N
Health Hazards (Acute and Chronic)	Health hazards should be minimal – all chemical composition is contained inside sealed devices. If leakage occurs and contact with skin occurs, be sure to wash hands promptly, and before eating or drinking.		
Carcinogenicity	NTP N/A	IARC Monographs N/A	OSHA Regulated N/A
Signs and Symptoms of Exposure	N/A		
Medical Conditions Generally Aggravated by Exposure	None, except in case of fire. Smoke exposure is then the greatest possible concern (in addition to fire).		
Emergency and First Aid Procedures	Evacuate area if a fire reaches the fireworks. If smoke inhalation occurs, remove persons to fresh air and contact emergency medical services		

SECTION 7 - PRECAUTIONS FOR SAFE HANDLING AND USE	
Steps to Be Taken in Case Material is Released or Spilled	Cautiously pick up the spilled devices and place them in a marked container. Contact your American Promotional/TNT representative for removal instructions.
Waste Disposal Method	Contact your American Promotional/TNT representative for disposal information.
Precautions to Be Taken in Handling and Storing	Avoid extreme temperatures, open flame and sparks, and rough handling
Other Precautions	Intentional misuse/mischief poses the greatest concern with these devices in a retail setting. Monitor the fireworks display area on an ongoing basis, and keep young children, intoxicated persons, and any time of open flame out of the fireworks area. No smoking is ever permitted near fireworks.

SECTION 8 - CONTROL MEASURES		
Respiratory Protection (Specify Type) N/A – no vapor or dust exposure with intact items		
Ventilation	Local Exhaust N/A	Special N/A
	Mechanical (General) N/A	Other N/A
Protective Gloves – not required for retail sales		Eye Protection N/A
Other Protective Clothing/Equipment – none required for retail sales		
Work/Hygienic Practices – wash hands after handling fireworks and before eating or drinking		



CERTIFICATE OF LIABILITY INSURANCE

11/1/2014

DATE (MM/DD/YYYY)

2/6/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Everest Indemnity Insurance Company</td> <td>10851</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Company	10851	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630														

COVERAGES CERTIFICATE NUMBER: 12775647 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	N	S18GL00242-131	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 _____ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX _____ \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX _____ \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			WC STATU-TORY LIMITS _____ OTH-ER _____ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional Insured; Property located at King's County Parking Lot, 23122 St. Francis Blvd. NW St. Francis, MN 55070 (MN 0056) Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER 12775647 King's County Market 23122 St. Francis Blvd. St. Francis MN 55070	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



**PARADE / BIKE-SNOWMOBILE RIDE / TRIATHLON PERMIT
5k RUN-WALK
APPLICATION**

Please complete the following form for: (Circle one) Parade-Bike/Snowmobile Ride-Triathlon:

Name of Organization V3 Triathlon

Contact Person Satin Taylor Date of Event 6/28/2014

Address 2908 80th Ave N Brooklyn Park, MN 55444
(Street) (City) (State & Zip)

Phone (612) 644-3134 Email address v3triathlon@gmail.com

Number of Estimated Participants 400 Starting/Ending Time of Event 0700-1300

*****Provide a map of the route and description of the event:**

Minneapolis Triathlon Event Oak Grove MN
See attached documents for details.

(ORGANIZATION MUST PROVIDE CERTIFICATE OF INSURANCE WITH THE CITY OF ST. FRANCIS NAMED AS THE CERTIFICATE HOLDER)

Please contact the St. Francis Police Department at 763-753-1264 regarding number of officers needed for this event.

CITY OF ST. FRANCIS
23340 Cree Street NW
ST. FRANCIS, MN 55070
Fax 763-753-9881
city@stfrancismn.org

CERTIFICATE OF INSURANCE

DATE: 4/2/2014

CERTIFICATE NUMBER: 20140331240869

AGENCY:

ESIX Entertainment & Sports Insurance eXperts
5660 New Northside Drive, Suite 640
Atlanta, GA 30328
Phone: (678) 324-3300 Fax: (678) 324-3303

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Triathlon of Colorado
5825 Delmonico Drive
Colorado Springs CO 80919-2401

Satin TAYLOR

INSURERS AFFORDING COVERAGE:

INSURER A: AXIS Insurance Company (NAIC# 37273)

EVENT INFORMATION:

MinneMan Triathlon (6/28/2014 - 6/28/2014)

POLICY/COVERAGE INFORMATION:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS; TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A GENERAL LIABILITY				
X Occurrence	AXGL06100260-13	12/1/2013 12:01 AM	12/1/2014 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$2,000,000
X Participant Legal Liability				EACH OCCURRENCE \$1,000,000
				DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
				MEDICAL EXPENSE (Any one person) EXCLUDED
				PERSONAL & ADV INJURY \$1,000,000
				PRODUCTS-COMP/OP AGG \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

The certificate holder is an additional insured, as required by written contract or written agreement, but only for liability arising out of the negligence of the named insured, but only with respect to the USAT sanctioned or approved event specified on this certificate.

CERTIFICATE HOLDER:

City of St. Francis
23340 Cree Street NW
St. Francis MN 55070

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:

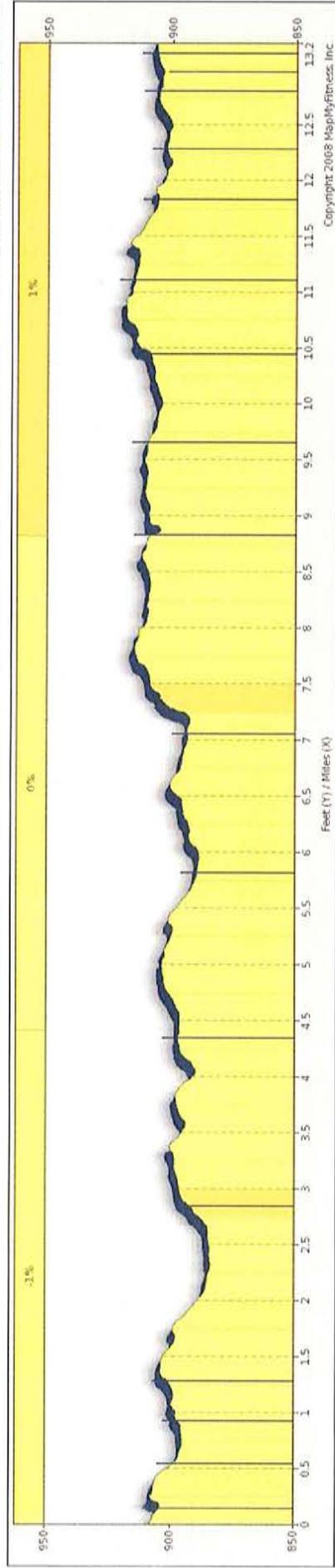


A ride mapped on 01/20/2012

Starts in Oak Grove, Minnesota

13.19 miles

Elevation **932ft** Max
 Ascent **+102ft** Min
 Descent **-102ft**
 Max Climb **< 3%**



Description
 MinneMan Bik

**AGREEMENT FOR INTERIM
FIRE CHIEF SERVICES
FOR
THE CITY OF ST. FRANCIS, MINNESOTA**

This agreement (this “Agreement”) is made and entered into this 23rd day of April, 2014 by and between the City of St. Francis, a Minnesota municipal corporation (“St. Francis”), the City of Ramsey, a Minnesota municipal corporation (“Ramsey”), and Dean Kapler, 16350 Yttrium Street NW, Ramsey, Minnesota 55303 (“Chief Kapler”).

WHEREAS, Chief Kapler is the Chief of the Ramsey Fire Department and as such has acquired knowledge and expertise in the supervision and operation of a municipal fire department; and

WHEREAS, St. Francis has a fire department and is in immediate need of an interim fire chief to supervise and lead its fire department pending the hiring of a fire chief; and

WHEREAS, Chief Kapler is willing to accept the position of interim St. Francis Fire Chief; and

WHEREAS, Ramsey is willing to assist St. Francis on a temporary basis by permitting Chief Kapler to accept the position of interim St. Francis Fire Chief while continuing to maintain his full time position Ramsey Fire Chief.

NOW THEREFORE, in consideration of the premises and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE.** The purpose of this Agreement is for St. Francis to retain the temporary services of Chief Kapler to act as its interim fire chief.
2. **OBJECTIVES.** As interim St. Francis Fire Chief Kapler’s objective will be to:
 - Keep stability within the St. Francis Fire Department (the “SFFD”) both structurally and operationally;
 - Provide interim leadership/management of all aspects of SFFD including its operations, officer placement/roles and responsibilities, and its budget calendar year;
 - Conduct a management analysis of SFFD in comparison of community needs
 - Review/analyze services provided by SFFD including code enforcement; and
 - Create/implement a sustainable structure within the SFFD, including how the Fire Department interacts within the city structure.

3. **STRATEGY AND TACTICS.** Chief Kapler will be expected to employ the following strategies and tactics as interim St. Francis Fire Chief:

- One on one periodic meetings with each member of the SFFD including those on administrative leave;
- Attend most/all internal meetings including officer meetings, general assembly, training, other miscellaneous fire department personnel meeting;
- Review/amend job descriptions for all levels of SFFD staff as needed;
- Respond to SFFD emergency incidents depending on severity of the incident; and
- Meet with a select group of business owners and the public to discuss the public's perception of the services provided by SFFD.

4. **TERM.** The term of this Agreement shall be from April 23, 2014 to and including April 23, 2015 unless earlier terminated or extended by law or according to the provisions herein.

5. **COMPENSATION.** The total compensation to be paid by St. Francis for Chief Kapler's services as defined herein shall be \$2,000/month. Compensation shall be pro-rated for any part of a month during which this Agreement is in effect and paid as follows:

- a. \$666.00 shall be paid monthly to Ramsey as reimbursement to said city for Chief Kapler's use of his Ramsey Chief's vehicle, Ramsey cell phone and time during his normal Ramsey work week when he is devoting time to SFFD matters.
- b. \$1,334.00 shall be paid directly to Chief Kapler, subject to normal state and federal withholding.

6. **EMPLOYMENT STATUS.** While attending to SFFD matters, Chief Kapler shall be deemed an employee of St. Francis. St. Francis shall have control over the manner and services performed by Chief Kapler under this Agreement, and shall be responsible for his wages, benefits, worker's compensation, disability and retirement benefits.

7. **INSURANCE AND LIABILITY.**

- a. **Insurance.** While attending to SFFD matters, Chief Kapler will be insured by St. Francis under its insurance coverages including commercial general liability, automobile liability, including owned, hired and non-owned automobiles. St. Francis agrees to carry worker's compensation insurance covering Chief Kapler as required by State law.
- b. **Liability of St. Francis.** St. Francis agrees to defend and indemnify Ramsey and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of Chief Kapler's performance or failure to perform his duties under this Agreement.

- c. **Certificate of Insurance.** St. Francis shall provide Ramsey with a certificate of insurance showing the required coverages prior to performing any work under this Agreement.

8. **DISPUTE RESOLUTION.** The parties shall cooperate and use their best efforts to ensure that the various provisions of this Agreement are fulfilled. The parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the parties, the following procedures shall be used:

- a. **Mediation.** Whenever there is a failure between the parties to resolve a dispute on their own, the parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Anoka County District Court Administrator and select a mediator by alternately striking names until one remains. St. Francis shall strike the first name followed by Ramsey, and shall continue in that order until one name remains.
- b. **Litigation.** If the dispute is not resolved within 30 days after the end of mediation proceedings, the parties may litigate the matter.
- c. **Termination.** In addition to the remedies outlined in this Paragraph, an ongoing dispute may also be resolved by terminating the Agreement as outlined in Paragraph 9.

9. **TERMINATION/EXTENSION.** This Agreement may be terminated at any time by the party desiring that the Agreement be terminated providing thirty (30) days written prior notice to all other parties. This Agreement may be extended beyond April 23, 2015 by written agreement of all of the parties hereto which written agreement will contain any amendment of the existing terms of this Agreement.

10. **GENERAL PROVISIONS.**

- a. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the parties and contains the entire agreement.
- b. **Amendments.** Any modification or amendment to this Agreement shall require a written agreement signed by all parties.
- c. **Notice.** Any notice, statement or other written documents required to be given under this Agreement shall be considered served and received if delivered personally to the other party, or if deposited in the U.S. First Class mail, postage prepaid, as follows:
 - i. Notice to: City of St. Francis
City Administrator
23340 Cree Street NW

St. Francis, MN 55070

ii. Notice to: City of Ramsey
City Administrator
7550 Sunwood Drive NW
Ramsey, MN 55303

iii. Notice to: Dean Kapler
16350 Yttrium Street NW
Ramsey, MN 55303

- d. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- e. **Captions.** Captions or headings contained in this Agreement are included for convenience only and form no part of this Agreement between the parties.
- f. **Waivers.** The wavier by any party of any breach or failure to comply with any provision of this Agreement by another party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- g. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- h. **Savings Clause.** If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties, by action of their respective governing bodies, caused this Agreement to be approved on the dates below.

CITY OF ST. FRANCIS

CITY OF RAMSEY

By: _____
Jerry Tveit, Mayor

By: _____
Sarah Strommen, Mayor

ATTEST:

ATTEST:

By: _____
Matt Hylen, City Administrator

By: _____
Kurt Ulrich, City Administrator

Dated: April 23, 2014

Dated: April 23, 2014

Dean Kapler

Dated: April 23, 2014



PAYMENT BATCH AP 04-07-14

ACE SOLID WASTE, INC.

04/01/2014	0011216712	E 101-42110-384	Refuse/Garbage Disposal	GARBAGE	61.64
04/01/2014	0011216712	E 101-42210-384	Refuse/Garbage Disposal	GARBAGE	41.23
04/01/2014	0011216712	E 101-43100-384	Refuse/Garbage Disposal	GARBAGE	15.40
04/01/2014	0011216712	E 101-43100-384	Refuse/Garbage Disposal	GARBAGE	41.33
04/01/2014	0011216712	E 101-43210-384	Refuse/Garbage Disposal	GARBAGE	35.81
04/01/2014	0011216712	E 101-45200-384	Refuse/Garbage Disposal	GARBAGE	15.41
04/01/2014	0011216712	E 101-45200-384	Refuse/Garbage Disposal	GARBAGE	41.32
04/01/2014	0011216712	E 601-49440-384	Refuse/Garbage Disposal	GARBAGE	64.84
04/01/2014	0011216712	E 601-49440-384	Refuse/Garbage Disposal	GARBAGE	15.41
04/01/2014	0011216712	E 602-49490-384	Refuse/Garbage Disposal	GARBAGE	64.84
04/01/2014	0011216712	E 602-49490-384	Refuse/Garbage Disposal	GARBAGE	15.41
04/01/2014	0011216712	E 609-49750-384	Refuse/Garbage Disposal	GARBAGE	132.32
					\$544.96

ANOKA COUNTY TREASURY DEPT.

03/06/2014	B140306Q	E 101-42110-321	Telephone	BROADBAND	37.50
03/06/2014	B140306Q	E 101-42210-321	Telephone	BROADBAND	37.50
03/06/2014	B140306Q	E 101-43100-321	Telephone	BROADBAND	37.50
03/06/2014	B140306Q	E 101-45200-321	Telephone	BROADBAND	37.50
03/06/2014	B140306Q	E 601-49440-321	Telephone	BROADBAND	37.50
03/06/2014	B140306Q	E 602-49490-321	Telephone	BROADBAND	37.50
03/06/2014	J1403061	E 101-42110-311	Contract	SHARED COSTS	4,018.36
					\$4,243.36

ASPEN MILLS

03/07/2014	147134	E 101-42210-437	Uniform Allowance	JORGENSON	238.50
					\$238.50

ASSURANT EMPLOYEE BENEFITS

03/21/2014	5447229.0414	E 101-41400-130	Employer Paid Insurance	APRIL PREMIUMS	160.60
03/21/2014	5447229.0414	E 101-41500-130	Employer Paid Insurance	APRIL PREMIUMS	60.97
03/21/2014	5447229.0414	E 101-42110-130	Employer Paid Insurance	APRIL PREMIUMS	629.37
03/21/2014	5447229.0414	E 101-42400-130	Employer Paid Insurance	APRIL PREMIUMS	54.15
03/21/2014	5447229.0414	E 101-43100-130	Employer Paid Insurance	APRIL PREMIUMS	87.94
03/21/2014	5447229.0414	E 101-43210-130	Employer Paid Insurance	APRIL PREMIUMS	19.55
03/21/2014	5447229.0414	E 101-45200-130	Employer Paid Insurance	APRIL PREMIUMS	87.94
03/21/2014	5447229.0414	E 601-49440-130	Employer Paid Insurance	APRIL PREMIUMS	16.53
03/21/2014	5447229.0414	E 602-49490-130	Employer Paid Insurance	APRIL PREMIUMS	16.52
03/21/2014	5447229.0414	E 609-49750-130	Employer Paid Insurance	APRIL PREMIUMS	105.24
					\$1,238.81

BELLBOY CORPORATION

03/11/2014	42078700	E 609-49751-206	Freight and Fuel Charges	FREIGHT	20.15
03/11/2014	42078700	E 609-49751-251	Liquor For Resale	LIQUOR	970.50
03/24/2014	42313100	E 609-49751-251	Liquor For Resale	LIQUOR	(169.00)
					\$821.65

BERNICK COMPANIES, THE

03/24/2014	121809	E 609-49751-252	Beer For Resale	BEER	151.95
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					\$151.95

BOLTON & MENK, INC.

02/20/2014	164191	E 101-41910-303	Engineering Fees	2014 GEN ENGINEERING	596.80
02/20/2014	164191	E 101-43100-303	Engineering Fees	2014 GEN ENGINEERING	56.80
02/20/2014	164191	E 101-45200-303	Engineering Fees	2014 GEN ENGINEERING	394.30
02/20/2014	164191	E 601-49440-303	Engineering Fees	2014 GEN ENGINEERING	56.80
02/20/2014	164191	E 602-49490-303	Engineering Fees	2014 GEN ENGINEERING	56.80
02/28/2014	164374	E 602-49490-303	Engineering Fees	WASTEWATER FACILITY PLAN	14,579.53
03/17/2014	0164865	E 420-43000-303	Engineering Fees	RUM RIVER BLUFFS	35.00
03/17/2014	0164867	G 803-22105	O Reilly Escrow	OREILLY	540.00
03/17/2014	164866	E 101-43100-303	Engineering Fees	KERRY ST/233RD LANE	35.00
03/17/2014	164868	E 101-43100-303	Engineering Fees	2015 BRIDGE ST	1,474.50
03/17/2014	164869	E 101-41910-303	Engineering Fees	GENERAL ENGINEERING	2,367.75
03/17/2014	164869	E 101-43100-303	Engineering Fees	GENERAL ENGINEERING	1,702.33
03/17/2014	164869	E 101-45200-303	Engineering Fees	GENERAL ENGINEERING	211.58
03/17/2014	164869	E 601-49440-303	Engineering Fees	GENERAL ENGINEERING	365.58
03/17/2014	164869	E 602-49490-303	Engineering Fees	GENERAL ENGINEERING	211.56
03/17/2014	164870	E 101-43100-303	Engineering Fees	2014 STATE AID	1,427.50
03/17/2014	164871	E 101-43100-303	Engineering Fees	AZTEC IMPROVEMENTS	3,105.00
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					\$27,216.83

BROTHERS FIRE PROTECTION CO

03/13/2014	92588	E 101-42110-401	Repairs/Maint Buildings	REPAIR	139.00
03/13/2014	92588	E 101-43100-401	Repairs/Maint Buildings	REPAIR	139.00
03/13/2014	92588	E 101-45200-401	Repairs/Maint Buildings	REPAIR	139.00
03/13/2014	92588	E 601-49440-401	Repairs/Maint Buildings	REPAIR	139.00
03/13/2014	92588	E 602-49490-401	Repairs/Maint Buildings	REPAIR	139.00
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					\$695.00

CENTERPOINT ENERGY

03/18/2014	5944643-5.0314	E 609-49750-383	Gas Utilities	LIQUOR	380.99
03/18/2014	5945449-6.0314	E 101-42210-383	Gas Utilities	FIRE	1,904.98
03/18/2014	5963820-5.0314	E 101-45200-383	Gas Utilities	WARMING HOUSE	319.18
03/18/2014	6002544-2.0314	E 601-49440-383	Gas Utilities	PUBLIC WORKS	186.84
03/18/2014	6002544-2.0314	E 602-49490-383	Gas Utilities	PUBLIC WORKS	186.85
03/18/2014	6002548-3.0314	E 602-49490-383	Gas Utilities	WWTP	945.97
03/18/2014	6886465-1.0314	E 101-41940-383	Gas Utilities	CITY HALL	58.19
03/18/2014	6886468-5.0314	E 101-41940-383	Gas Utilities	CITY HALL	40.51
03/18/2014	6886472-7.0314	E 101-41940-383	Gas Utilities	CITY HALL	54.47
03/18/2014	6886475-0.0314	E 101-41940-383	Gas Utilities	CITY HALL	50.39
03/18/2014	7900331-5.0314	E 601-49440-383	Gas Utilities	WATER	537.45
03/18/2014	8964221-9.0314	E 602-49490-383	Gas Utilities	LIFT STATION	42.38
03/18/2014	9680285-5.0314	E 101-42110-383	Gas Utilities	POLICE/PW	2,349.03
03/18/2014	9680285-5.0314	E 101-43100-383	Gas Utilities	POLICE/PW	587.26
03/18/2014	9680285-5.0314	E 101-45200-383	Gas Utilities	POLICE/PW	587.26
03/18/2014	9680285-5.0314	E 601-49440-383	Gas Utilities	POLICE/PW	587.26
03/18/2014	9680285-5.0314	E 602-49490-383	Gas Utilities	POLICE/PW	587.24
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					\$9,406.25

CITY OF MINNEAPOLIS

03/11/2014	400413004815	E 101-42110-311	Contract	APS ANNUAL QO USER FEE	204.00
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					\$204.00

COCA COLA REFRESHMENTS

03/18/2014	148090322	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	159.56
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\$159.56

COLONIAL INSURANCE

03/25/2014	0405539	G 101-21712	Colonial Insurance	APRIL PREMIUMS	371.51
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					\$371.51

CONNEXUS ENERGY

03/21/2014	298392.0314	E 101-41940-381	Electric Utilities	ELECTRIC	257.96
03/21/2014	298393.0314	E 602-49451-381	Electric Utilities	ELECTRIC	5,580.53
03/21/2014	298394.0314	E 101-45200-381	Electric Utilities	ELECTRIC	241.54
03/21/2014	298395.0314	E 601-49440-380	Electric-System	ELECTRIC	3,942.96
03/21/2014	298396.0314	E 101-43100-386	Street Lighting	ELECTRIC	3,393.14
03/21/2014	301895.0314	E 101-41940-381	Electric Utilities	ELECTRIC	51.62
03/21/2014	302965.0314	E 101-42110-381	Electric Utilities	ELECTRIC	5.00
03/21/2014	302965.0314	E 101-42110-381	Electric Utilities	ELECTRIC	5.00
03/21/2014	302965.0314	E 101-42210-381	Electric Utilities	ELECTRIC	414.35
03/21/2014	302965.0314	E 609-49750-381	Electric Utilities	ELECTRIC	1,028.94
03/21/2014	303103.0314	E 101-42110-381	Electric Utilities	ELECTRIC	627.86
03/21/2014	303103.0314	E 101-43100-381	Electric Utilities	ELECTRIC	156.96
03/21/2014	303103.0314	E 101-45200-381	Electric Utilities	ELECTRIC	156.96
03/21/2014	303103.0314	E 601-49440-381	Electric Utilities	ELECTRIC	156.96
03/21/2014	303103.0314	E 602-49451-381	Electric Utilities	ELECTRIC	156.96
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					\$16,176.74

CONSTRUCTION & GENERAL

04/01/2014	040114	G 101-21707	Union Dues	APRIL DUES	160.00
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					\$160.00

CORPORATE CONNECTION

03/03/2014	9156	E 101-43100-417	Uniform Clothing & PPE	HOODIE	101.16
03/03/2014	9156	E 101-45200-417	Uniform Clothing & PPE	HOODIE	101.16
03/03/2014	9156	E 601-49440-417	Uniform Clothing & PPE	HOODIE	101.16
03/03/2014	9156	E 602-49490-417	Uniform Clothing & PPE	HOODIE	101.15
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					\$404.63

CRYSTAL SPRINGS ICE

03/11/2014	31857	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	66.24
03/25/2014	45622	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	80.31
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					\$146.55

DAHLHEIMER DIST. CO. INC.

03/12/2014	1097517	E 609-49751-252	Beer For Resale	BEER	8,563.71
03/19/2014	1097560	E 609-49751-252	Beer For Resale	BEER	6,304.86
03/19/2014	1097560	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	204.80
03/26/2014	1101005	E 609-49751-252	Beer For Resale	BEER	2,905.45
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					\$17,978.82

DAY DISTRIBUTING CO.

03/14/2014	743461	E 609-49751-252	Beer For Resale	BEER	1,281.02
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					\$1,281.02

DELTA DENTAL

03/15/2014	5459307	G 101-21711	Dental Insurance	APRIL PREMIUMS	555.10
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					\$555.10

DUFFY, JAMIE

03/27/2014	.0327	G 101-22000	Deposits	RETURN DEPOSIT	100.00
					<hr/>
					\$100.00

ELITE SANITATION

03/14/2014	21662	E 101-45200-402	Janitorial Service	PORTIBLE TOILET	297.00
					<u>297.00</u>

FILTRATION SYSTEMS, INC.

03/25/2014	58774	E 101-42110-401	Repairs/Maint Buildings	FILTERS	38.93
03/25/2014	58774	E 101-43100-401	Repairs/Maint Buildings	FILTERS	38.93
03/25/2014	58774	E 101-45200-401	Repairs/Maint Buildings	FILTERS	38.93
03/25/2014	58774	E 601-49440-401	Repairs/Maint Buildings	FILTERS	38.93
03/25/2014	58774	E 602-49490-401	Repairs/Maint Buildings	FILTERS	38.92
					<u>\$194.64</u>

G&K SERVICES, INC

03/18/2014	1043666404	E 601-49440-402	Janitorial Service	CLEANING	3.50
03/18/2014	1043666404	E 602-49490-402	Janitorial Service	CLEANING	3.50
03/25/2014	1043671696	E 601-49440-402	Janitorial Service	SERVICES	3.50
03/25/2014	1043671696	E 602-49490-402	Janitorial Service	SERVICES	3.50
03/25/2014	1043671698	E 101-41940-219	Rug Maintenance	RUGS	16.96
03/25/2014	1043671699	E 609-49750-219	Rug Maintenance	LIQUOR RUGS	11.23
04/01/2014	1043677010	E 601-49440-402	Janitorial Service	COVERALLS	3.50
04/01/2014	1043677010	E 602-49490-402	Janitorial Service	COVERALLS	3.50
					<u>\$49.19</u>

GRAINGER, INC.

03/21/2014	9395489496	E 602-49490-237	Small Equipment	GEAR OIL	199.13
					<u>\$199.13</u>

GRANITE CITY JOBBING CO.

03/11/2014	803335	E 609-49750-210	Operating Supplies	OPERATING	26.32
03/11/2014	803335	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
03/11/2014	803335	E 609-49751-254	Miscellaneous Merchandise	MISCELLAENOUS	10.23
03/11/2014	803335	E 609-49751-256	Tobacco Products For Resale	TOBACCO	683.26
03/18/2014	804195	E 609-49750-210	Operating Supplies	OPERATING	89.01
03/18/2014	804195	E 609-49751-206	Freight and Fuel Charges	FREIGHT	6.01
03/18/2014	804195	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	4.46
03/18/2014	804195	E 609-49751-256	Tobacco Products For Resale	TOBACCO	532.75
03/18/2014	804195	G 101-20810	Sales Tax Payable	SALES TAX	(0.44)
03/25/2014	805035	E 609-49750-210	Operating Supplies	OPERATING	172.57
03/25/2014	805035	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
03/25/2014	805035	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	55.88
03/25/2014	805035	E 609-49751-256	Tobacco Products For Resale	TOBACCO	839.29
03/25/2014	805035	G 101-20810	Sales Tax Payable	SALES TAX	(0.44)
					<u>\$2,427.40</u>

HACH COMPANY

03/13/2014	8738357	E 602-49490-235	Lab Supplies	REPAIRS	125.07
03/19/2014	8747781	E 601-49440-235	Lab Supplies	REPAIRS	172.40
03/19/2014	8747781	E 602-49490-235	Lab Supplies	REPAIRS	172.39
03/20/2014	8749760	E 601-49440-235	Lab Supplies	REPAIR	216.90
03/20/2014	8749760	E 602-49490-235	Lab Supplies	REPAIR	216.89
					<u>\$903.65</u>

HAWKINS, INC.

03/10/2014	3571057	E 602-49490-216	Chemicals and Chem Products	CHEMICALS	2,190.92
03/24/2014	3576111	E 602-49490-216	Chemicals and Chem Products	CHEMICALS	2,180.92
					<u>\$4,371.84</u>

HENRYS WATERWORKS, INC.

03/25/2014	17024	E 601-49440-217	Other Operating Supplies	PAINT	71.01
03/25/2014	17024	E 602-49490-217	Other Operating Supplies	PAINT	71.02
					\$142.03

HEWLETT-PACKARD COMPANY

03/12/2014	54044263	E 101-42110-580	C-O-L Other Equipment	POLICE CAMERAS	2,640.54
03/20/2014	34645582	E 101-42110-580	C-O-L Other Equipment	POLICE CAMERAS	4,607.76
03/23/2014	54101113	E 101-42110-580	C-O-L Other Equipment	POLICE CAMERAS	254.77
					\$7,503.07

INNOVATIVE OFFICE SOLUTIONS, L

03/17/2014	488506	E 101-42110-200	Office Supplies	SUPPLIES	50.74
					\$50.74

INTERSTATE POWER SYSTEMS, INC.

03/27/2014	R001087160	E 101-42210-401	Repairs/Maint Buildings	KOHLER GENERATOR	394.00
					\$394.00

ISD #15

03/10/2014	1414	E 101-42110-221	Vehicle Repair & Maintenance	2013 DODGE CHARGER	61.64
03/15/2014	1415	E 101-42110-221	Vehicle Repair & Maintenance	2012 DODGE CHARGER	43.45
03/26/2014	1432	E 101-42400-221	Vehicle Repair & Maintenance	2007 FORD CROWN	130.69
03/26/2014	1434	E 101-45200-218	Equipment Repair & Maintenance	2007 BELLOWS	195.98
					\$431.76

JJ TAYLOR DISTRIBUTING

03/12/2014	2177506	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
03/12/2014	2177506	E 609-49751-252	Beer For Resale	BEER	399.45
03/26/2014	2183675	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
03/26/2014	2183675	E 609-49751-252	Beer For Resale	BEER	149.25
					\$554.70

JOHNSON BROS WHLSE LIQUOR

02/27/2014	1792159	E 609-49751-251	Liquor For Resale	LIQUOR	180.00
03/12/2014	1801899	E 609-49751-206	Freight and Fuel Charges	FREIGHT	14.95
03/12/2014	1801899	E 609-49751-251	Liquor For Resale	LIQUOR	1,116.12
03/12/2014	1801900	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.41
03/12/2014	1801900	E 609-49751-253	Wine For Resale	WINE	160.00
03/19/2014	1807147	E 609-49751-206	Freight and Fuel Charges	FREIGHT	10.29
03/19/2014	1807147	E 609-49751-251	Liquor For Resale	LIQUOR	885.59
03/19/2014	1807148	E 609-49751-206	Freight and Fuel Charges	FREIGHT	27.93
03/19/2014	1807148	E 609-49751-253	Wine For Resale	WINE	850.80
03/19/2014	1807149	E 609-49751-206	Freight and Fuel Charges	FREIGHT	2.94
03/19/2014	1807149	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	64.50
03/26/2014	1811852	E 609-49751-206	Freight and Fuel Charges	FREIGHT	65.89
03/26/2014	1811852	E 609-49751-251	Liquor For Resale	LIQUOR	4,571.17
03/26/2014	1811853	E 609-49751-206	Freight and Fuel Charges	FREIGHT	17.64
03/26/2014	1811853	E 609-49751-253	Wine For Resale	WINE	493.45
					\$8,465.68

JOHNSON, CARL

03/20/2014	032014	E 101-42210-437	Uniform Allowance	VELCRO	24.99
					\$24.99

KIMS KLEANING

03/29/2014	2710	E 601-49440-233	Water Treatment Plant Maint	WATER TREATMENT PLAN	200.00
03/29/2014	2711	E 101-41940-402	Janitorial Service	CITY HALL	150.00
03/29/2014	2712	E 101-45000-402	Janitorial Service	COMMUNITY CENTER	80.00

03/29/2014	2713	E 101-43100-402	Janitorial Service	PUBLIC WORKS	760.00
03/29/2014	2714	E 101-42110-402	Janitorial Service	POLICE	900.00
03/29/2014	2715	E 101-42210-402	Janitorial Service	FIRE DEPT	375.00
					\$2,465.00

LAW ENFORCEMENT LABOR SVCS.

04/01/2014	040114	G 101-21707	Union Dues	POLICE UNION DUES APRIL 201	360.00
					\$360.00

LEGGETTE, BRASHEARS & GRAHM

03/19/2014	201403274	E 601-49440-303	Engineering Fees	PROF SERVICES	2,585.19
					\$2,585.19

LITTLE FALLS MACHINE INC.

03/13/2014	53636	E 101-43100-218	Equipment Repair & Maintenance	PARTS	161.29
					\$161.29

MCDONALD DIST CO.

03/13/2014	351506	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
03/13/2014	351506	E 609-49751-252	Beer For Resale	BEER	8,660.70
03/13/2014	351506	E 609-49751-255	N/A Products	N/A	17.15
03/18/2014	351760	E 609-49751-252	Beer For Resale	BEER	1,280.00
03/20/2014	351964	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
03/20/2014	351964	E 609-49751-252	Beer For Resale	BEER	10,187.10
					\$20,150.95

MES-MIDAM

02/24/2014	496645-SNV	E 101-42210-437	Uniform Allowance	TUMOUT GEAR	6,762.52
					\$6,762.52

METROPOLITAN AREA MANAGERS

03/18/2014	1382	E 101-41400-208	Training and Instruction	2014 DUES	45.00
					\$45.00

MN DEPT OF HEALTH

04/01/2014	719587	E 602-49490-313	Sample Testing	PERMITS	250.00
					\$250.00

MN DEPT OF LABOR & INDUSTRY

03/28/2014	ABR00917791	E 601-49440-433	Dues and Subscriptions	PRESSURE VESSEL	10.00
					\$10.00

MN NCPERS LIFE INSURANCE

03/20/2014	7334414	G 101-21713	MN Life	APRIL PREMIUMS	32.00
					\$32.00

NORTH MEMORIAL URGENT CARE

03/05/2014	663049000	E 601-49440-441	Miscellaneous	TESTING	27.00
					\$27.00

PACE ANALYTICAL SERVICES

03/14/2014	141237461	E 601-49440-313	Sample Testing	TESTING	120.00
03/20/2014	141237540	E 602-49490-313	Sample Testing	TESTING	103.00
					\$223.00

PAUSTIS & SONS

03/10/2014	8439827	E 609-49751-206	Freight and Fuel Charges	FREIGHT	21.25
03/10/2014	8439827	E 609-49751-253	Wine For Resale	WINE	1,212.18
03/25/2014	8441751	E 609-49751-206	Freight and Fuel Charges	FREIGHT	5.25

03/25/2014	8441751	E 609-49751-253	Wine For Resale	WINE	222.01
					<u>\$1,460.69</u>

PHILLIPS WINE & SPIRITS CO.

03/12/2014	2572564	E 609-49751-206	Freight and Fuel Charges	FREIGHT	32.34
03/12/2014	2572564	E 609-49751-251	Liquor For Resale	LIQUOR	3,139.01
03/12/2014	2572565	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.35
03/12/2014	2572565	E 609-49751-253	Wine For Resale	WINE	175.00
03/19/2014	2576073	E 609-49751-206	Freight and Fuel Charges	FREIGHT	17.76
03/19/2014	2576073	E 609-49751-251	Liquor For Resale	LIQUOR	1,014.10
03/19/2014	2576074	E 609-49751-206	Freight and Fuel Charges	FREIGHT	14.70
03/19/2014	2576074	E 609-49751-253	Wine For Resale	WINE	454.50
03/26/2014	2579279	E 609-49751-206	Freight and Fuel Charges	FREIGHT	55.37
03/26/2014	2579279	E 609-49751-251	Liquor For Resale	LIQUOR	4,449.72
03/26/2014	2579280	E 609-49751-206	Freight and Fuel Charges	FREIGHT	22.78
03/26/2014	2579280	E 609-49751-253	Wine For Resale	WINE	1,437.55
					<u>\$10,820.18</u>

PRINTING UNLIMITED

03/10/2014	7028	E 101-42110-441	Miscellaneous	BUSINESS CARDS	20.00
03/20/2014	7043	E 101-42400-200	Office Supplies	INSPECTION NOTICES	61.15
					<u>\$81.15</u>

QUALITY SIGN SOLUTIONS

G 803-22104	Fairview (Sign)	FAIRVIEW SIGN ESCROW	160.37
			<u>\$160.37</u>

QUILL CORPORATION

03/11/2014	1240532	E 101-41400-200	Office Supplies	STAPLER	51.99
03/11/2014	1244300	E 101-41400-200	Office Supplies	SUPPLIES	106.89
03/12/2014	1309477	E 101-41400-200	Office Supplies	SUPPLIES	54.95
03/24/2014	523179	E 101-41400-200	Office Supplies	CREDIT-STAPLER	(51.49)
					<u>\$162.34</u>

RAMSEY, CITY OF

03/25/2014	032514	E 101-42210-311	Contract	CHIEF KAPLER'S SERVICES - M/	666.00
					<u>\$666.00</u>

RJM DISTRIBUTING INC.

03/05/2014	28687	E 609-49751-252	Beer For Resale	BEER	329.70
					<u>\$329.70</u>

ROSEVILLE, CITY OF

04/01/2014	0218540	E 101-41110-310	Computer Consulting Fees	IT SERVICES	192.03
04/01/2014	0218540	E 101-41400-310	Computer Consulting Fees	IT SERVICES	640.11
04/01/2014	0218540	E 101-42110-310	Computer Consulting Fees	IT SERVICES	864.16
04/01/2014	0218540	E 101-42210-310	Computer Consulting Fees	IT SERVICES	160.02
04/01/2014	0218540	E 101-43100-310	Computer Consulting Fees	IT SERVICES	160.02
04/01/2014	0218540	E 101-45200-310	Computer Consulting Fees	IT SERVICES	160.02
04/01/2014	0218540	E 601-49440-310	Computer Consulting Fees	IT SERVICES	160.02
04/01/2014	0218540	E 602-49490-310	Computer Consulting Fees	IT SERVICES	160.02
04/01/2014	0218540	E 609-49750-310	Computer Consulting Fees	IT SERVICES	192.10
04/01/2014	0218591	E 101-41940-321	Telephone	PHONE	63.78
04/01/2014	0218591	E 101-42110-321	Telephone	PHONE	63.78
04/01/2014	0218591	E 101-42210-321	Telephone	PHONE	63.78
04/01/2014	0218591	E 101-43100-321	Telephone	PHONE	63.78
04/01/2014	0218591	E 101-45200-321	Telephone	PHONE	63.78
04/01/2014	0218591	E 601-49440-321	Telephone	PHONE	63.78

04/01/2014	0218591	E 602-49490-321	Telephone	PHONE	63.78
04/01/2014	0218591	E 609-49750-321	Telephone	PHONE	63.79
					\$3,198.75

ROYAL SUPPLY

03/13/2014	14407	E 101-41940-210	Operating Supplies	CLEANER	12.00
03/13/2014	14407	E 101-42110-217	Other Operating Supplies	CLEANER	24.00
03/13/2014	14407	E 101-43100-217	Other Operating Supplies	CLEANER	12.00
03/13/2014	14407	E 101-45200-217	Other Operating Supplies	CLEANER	12.00
03/13/2014	14407	E 601-49440-217	Other Operating Supplies	CLEANER	12.00
03/13/2014	14407	E 602-49490-217	Other Operating Supplies	CLEANER	12.00
					\$84.00

SIGN STATION

02/28/2014	10278	E 101-42110-441	Miscellaneous	MAGNET DECAL	127.36
					\$127.36

SIGNS BY RSG, INC.

03/16/2014	916	E 101-43210-439	Recycling Days	RECYCLING	490.00
					\$490.00

SKINNER, MARLINE

03/31/2014	033114	E 101-42700-311	Contract	MARCH	500.00
					\$500.00

SOUTHERN WINE & SPIRITS OF MN

03/13/2014	1140340	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.60
03/13/2014	1140340	E 609-49751-251	Liquor For Resale	LIQUOR	1,067.21
03/20/2014	1142611	E 609-49751-206	Freight and Fuel Charges	FREIGHT	5.00
03/20/2014	1142611	E 609-49751-251	Liquor For Resale	LIQUOR	337.45
03/27/2014	1144996	E 609-49751-206	Freight and Fuel Charges	FREIGHT	22.71
03/27/2014	1144996	E 609-49751-251	Liquor For Resale	LIQUOR	2,281.74
03/27/2014	1144997	E 609-49751-206	Freight and Fuel Charges	FREIGHT	37.50
03/27/2014	1144997	E 609-49751-253	Wine For Resale	WINE	1,344.00
					\$5,103.21

ST. FRANCIS COLLISION & GLASS

03/12/2014	7337	E 101-43100-221	Vehicle Repair & Maintenance	2011 ESCAPE	365.51
03/12/2014	7337	E 101-45200-221	Vehicle Repair & Maintenance	2011 ESCAPE	365.53
03/12/2014	7337	E 601-49440-221	Vehicle Repair & Maintenance	2011 ESCAPE	365.53
03/12/2014	7337	E 602-49490-221	Vehicle Repair & Maintenance	2011 ESCAPE	365.53
					\$1,462.10

ST. FRANCIS FIRE RELIEF ASSN.

03/13/2014	19796A20216002B	E 101-42210-124	Fire Pension Contributions	FIRE RELIEF	1,000.00
					\$1,000.00

STREICHER S

03/10/2014	1078388	E 101-42110-437	Uniform Allowance	SHLENKER	194.98
					\$194.98

THELEN, DAVID

		E 601-49440-331	Travel Expenses	REIMB LICENSE & MILEAGE	58.24
		E 601-49440-433	Dues and Subscriptions	REIMB LICENSE & MILEAGE	25.00
					\$83.24

TOTAL REGISTER SYSTEMS, INC

03/18/2014	1042399	E 609-49750-200	Office Supplies	PAPER	62.18
03/18/2014	1042399	G 101-20810	Sales Tax Payable	SALES TAX	(4.00)

\$58.18

TWIN CITIES FLAG SOURCE, INC

03/18/2014	26932	E 101-43100-217	Other Operating Supplies	5X8 USA FLAG	59.00
03/18/2014	26932	E 101-45200-217	Other Operating Supplies	5X8 USA FLAG	59.00
					<hr/>
					\$118.00

UHL

03/24/2014	26150	E 101-42110-401	Repairs/Maint Buildings	SERVICE ON RTU	209.80
03/24/2014	26150	E 101-43100-401	Repairs/Maint Buildings	SERVICE ON RTU	209.80
03/24/2014	26150	E 101-45200-401	Repairs/Maint Buildings	SERVICE ON RTU	209.80
03/24/2014	26150	E 601-49440-401	Repairs/Maint Buildings	SERVICE ON RTU	209.80
03/24/2014	26150	E 602-49490-401	Repairs/Maint Buildings	SERVICE ON RTU	209.80
					<hr/>
					\$1,049.00

VINOCOPIA, INC.

03/21/2014	95017	E 609-49751-206	Freight and Fuel Charges	FREIGHT	16.50
03/21/2014	95017	E 609-49751-251	Liquor For Resale	LIQUOR	720.00
03/21/2014	95017	E 609-49751-253	Wine For Resale	WINE	160.00
					<hr/>
					\$896.50

WILSON DEVELOPMENT SERVICES

03/17/2014	22885	E 101-49200-441	Miscellaneous	ABBEY FIELD APT	1,241.15
					<hr/>
					\$1,241.15

WINE COMPANY, THE

03/13/2014	355747-00	E 609-49751-206	Freight and Fuel Charges	FREIGHT	15.00
03/13/2014	355747-00	E 609-49751-253	Wine For Resale	WINE	252.00
					<hr/>
					\$267.00

WIRTZ BEVERAGE MN

03/12/2014	2080034497	E 609-49751-251	Liquor For Resale	LIQUOR	(111.00)
03/12/2014	2080034500	E 609-49751-251	Liquor For Resale	LIQUOR	(76.01)
03/13/2014	1080154145	E 609-49751-206	Freight and Fuel Charges	FREIGHT	12.92
03/13/2014	1080154145	E 609-49751-251	Liquor For Resale	LIQUOR	1,157.89
03/13/2014	1080154145	E 609-49751-253	Wine For Resale	WINE	64.00
03/20/2014	1080156579	E 609-49751-206	Freight and Fuel Charges	FREIGHT	28.15
03/20/2014	1080156579	E 609-49751-251	Liquor For Resale	LIQUOR	693.07
03/20/2014	1080156579	E 609-49751-253	Wine For Resale	WINE	748.00
03/27/2014	1080159230	E 609-49751-206	Freight and Fuel Charges	FREIGHT	83.49
03/27/2014	1080159230	E 609-49751-251	Liquor For Resale	LIQUOR	6,352.72
03/27/2014	1080159230	E 609-49751-253	Wine For Resale	WINE	232.00
03/27/2014	1080159230	E 609-49751-254	Miscellaneous Merchandise	MISCELLAENOUS	67.24
					<hr/>
					\$9,252.47

ZIEGLER INC.

03/13/2014	SW050214810	E 602-49490-228	Equipment Maintenance	REPAIRS	1,318.05
					<hr/>
					\$1,318.05

\$181,301.43

FUND SUMMARY

101 GENERAL FUND	\$57,355.59
420 RUM RIVER BLUFFS DEVELOPMENT	\$35.00
601 WATER FUND	\$10,554.59
602 SEWER FUND	\$30,410.18
609 MUNICIPAL LIQUOR FUND	\$82,245.70

803 ESCROW
Total

\$700.37
181,301.43



PLANNING MEMO

TO: St. Francis City Council
Matt Hylan, City Administrator

FROM: Nate Sparks, City Planner

DATE: March 12, 2014

MEETING DATE: March 17, 2014 and April 7, 2014

RE: Vacant Building Registration Ordinance

BACKGROUND

The Planning Commission has been studying a Vacant Building Registration Ordinance. The ordinance would require the registration of properties with a vacant building. With the registration, vacant buildings would need to meet certain minimum standards and keep contact information on file with the City.

DRAFT ORDINANCE

The draft ordinance requires the registration of all vacant buildings within 60 days of vacancy. With the registration an inspection and a plan for maintenance for the property are required. The maintenance plan is required to correct any violations on the property and to ensure the building is not maintained as blight or a nuisance. The minimum standards proposed for the maintenance of vacant buildings are intended to require that the building be kept in a condition where the building could be re-occupied without major investment and the building has an occupied appearance. Included are standards requiring boarded up windows and doors are only allowed as a temporary condition and removed or damaged plumbing pipes must be replaced. The registration requirement states that the owner of a vacant building keeps on file with the City contact information for correction of issues or violations that may arise.

The Planning Commission considered a requirement for graffiti removal but instead recommended this standard be required for all properties in the general nuisance code. Also, the Planning Commission discussed extending the provision limiting the external appearance of boarded up windows to include all properties. Both may have further discussion at future Commission meetings.

RECOMMENDED ACTION

The Planning Commission recommended approval of the draft ordinance.

CITY OF ST. FRANCIS
ST. FRANCIS MN
ANOKA COUNTY

ORDINANCE 194, SECOND SERIES

AN ORDINANCE ADOPTING SECTION 4-7
REGARDING VACANT BUILDING REGISTRATION

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Adopted. That Section 4-7 shall hereby be adopted to read as follows:

VACANT BUILDING REGISTRATION

4-7-1: PURPOSE & FINDINGS. The City of St. Francis is enacting this section to protect the public health, safety and welfare by establishing a program for the identification and regulation of vacant buildings. The city finds that vacant buildings are a major cause and source of blight in residential and non-residential neighborhoods. Neglect of vacant buildings, as well as use of vacant buildings by transients and criminals creates a risk of fire, explosion or flooding for the vacant building and adjacent properties. There is a substantial cost to the city for monitoring vacant buildings. This cost should not be borne by the general taxpayers of the community; but, rather, these costs should be borne by owners of the buildings.

4-7-2: DEFINITIONS. For the purposes of this Section, the terms defined in this subsection have the meanings given them and shall apply in the interpretation and enforcement of this article.

- A. "Abandoned property" means property not lawfully occupied that the owner has surrendered, voluntarily relinquished, disclaimed, or ceded all right, title, claim, and possession, with the intention of not reclaiming it.
- B. "Building" is any roofed structure used or intended for supporting or sheltering any use or occupancy. Building, for purposes of this Chapter, shall include a portion of a building that is separately titled such as a condominium or townhouse unit that is part of a larger building structure.
- C. "Compliance official" means the City Administrator and the City Administrator's designated agents authorized to administer and enforce this section.
- D. "Owner" or "property owner" is the owner of record of a property on which a building is located according to County property tax records, those identified as owner or owners on a vacant building registration form, a holder of recorded or an unrecorded contract for

deed, a mortgagee or vendee in possession, a mortgagor or vendor in possession, an assignee of rents, a receiver, an executor, a trustee, a lessee, or other person, firm or corporation in control of the freehold of the premises or lesser estate therein. Owner also means any person, partnership, association, corporation or fiduciary having a legal or equitable title or any interest in the property or building. This includes any partner, officer or director of any partnership, corporation, association or other legally constituted business entity. All owners shall have joint and several obligations for compliance with the provisions of this section.

- E. “Responsible party” is an owner, entity or person acting as an agent for the owner who has direct or indirect control or authority over the building or real property, upon which the building is located, or any other person or entity having a legal or equitable interest in the property. Responsible party may include but is not limited to a realtor, service provider, mortgagor, leasing agent, management company, or similar person or entity.
- F. “Unoccupied building” is a building which is not being used for legal occupancy as defined in the St. Francis City Code.
- G. “Vacant building” means a building, other than a building under construction pursuant to a valid building permit that is unoccupied for 60 consecutive days.

4-7-3: VACANT BUILDING REGISTRATION.

- A. Application. The owner or responsible party shall register a vacant building with the city no later than 60 days after the building becomes vacant. The registration shall be submitted on a form provided by the city and shall include the following information supplied by the owner or responsible party.
 - 1. The name, address, telephone number and email address, if applicable, of each owner and each owner's representative.
 - 2. The names, addresses, telephone numbers and email addresses, if applicable, of all known lien holders and all other persons or entities with any legal interest in the building.
 - 3. The name, address, telephone number and email address, if applicable, of a local agent or person responsible for managing or maintaining the property.
 - 4. Property identification number and street address of the premises on which the building is situated.
 - 5. The date the building became vacant, the period of time the building is expected to remain vacant, and a written property plan and timetable as described in subsection

4-7-3-D for returning the building to lawful occupancy or use, or for demolition of the building.

6. The status of water, sewer, natural gas and electric utilities.
- B. Notification. The owner shall notify the compliance official within 30 days of changes in any of the information supplied as part of the vacant building registration.
 - C. Administrative registration. If the compliance official determines that a building has been vacant for at least 60 days and has not been registered by its owner or responsible parties, the compliance official may administratively register the building and attempt to notify the owner of that registration based on such information as is reasonably available to the compliance official. Properties registered administratively will be charged a registration fee and an administrative fee as established in the City's fee schedule.
 - D. Property plan. The property plan identified above in Section 4-7-3-A-5 shall meet the following requirements:
 1. General provisions. The plan shall comply with all applicable regulations as determined by the building official. It shall contain a timetable regarding use or demolition of the buildings on the property. All actions necessary for compliance with this section shall be completed within 30 days after the building is registered.
 2. Maintenance of building. The plan shall identify the means and timetable for addressing all maintenance and nuisance-related items identified in the application or arising since application, or as identified by the building official including correcting all conditions to be in compliance with Section 4-7-4 of this Code. Any repairs, improvements or alterations to the property shall comply with State Building Code provisions and applicable city regulations.
 3. Plan changes. If the property plan or timetable for the vacant building is revised in any way for any purpose, the revisions shall be submitted to the city in writing and meet the approval of the compliance official.
 4. Demolition. Vacant buildings that are hazardous or substandard may be demolished pursuant to Minn. Stats. §§ 463.15 through 463.261. As part of a property plan, the owner may request or consent to demolition of a structure and the city may commence abatement and cost recovery proceedings for the abatement in accordance with Section 8-2-2 of the City Code and Minn. Stats. § 429.101.
 - E. Fees. The owner of vacant buildings or responsible parties shall pay a fee at the time of registration. In subsequent years, fees shall be due on the anniversary date of the original

registration. The fees must be paid in full prior to the issuance of any building permits. The registration fee will be in an amount set forth in the City's fee schedule. The amount of the registration fee shall be reasonably related to the city's costs incurred in the administration and enforcement of the vacant buildings registration and monitoring program described in this article.

- F. Assessment. If the registration fee or any portion is not timely paid, the city council may certify the unpaid fees against the property in accordance with Minn. Stats. § 429.101.

4-7-4: MAINTENANCE OF VACANT BUILDINGS. The owner or responsible party shall comply with all City Ordinances and additionally ensure the property is maintained to the following standards:

- A. Appearance. All vacant buildings shall be maintained as required in Chapter 8 of the City Code. All vacant buildings shall be maintained and kept as to appear to be occupied.
- B. Security. All vacant buildings shall be secured from unauthorized entry. Security shall be ensured by normal building amenities such as windows and doors having adequate strength to resist intrusion. All doors and windows shall remain locked. There shall be at least one operable door into every building and into each room with in the building. Exterior doors, walls, windows, and roofs shall be without holes or significant structural defects.
- C. Temporary Securing. Untreated plywood or similar structural panels or temporary construction fencing may be used to secure windows, doors, and other openings for a maximum period of 30 days.
- D. Emergency Securing. The compliance official may take immediate steps to secure a vacant building at his or her discretion in emergency circumstances with such costs for securing at the expense of the property owner plus any administrative fees as set forth in the City's fee schedule.
- E. Fire Safety.
 - 1. Owners of non-residential vacant buildings shall maintain all fire protection systems, appliances, and assemblies in operating condition.
 - 2. The owner of any vacant building shall remove all hazardous material and hazardous refuse that could constitute a fire hazard or contribute to the spread of fire.

- F. Plumbing Fixtures. Plumbing fixtures and pipes shall be maintained in sound condition and good repair. The water system shall be protected from freezing.
- G. Electrical. Electrical service lines, wiring, outlets, or fixtures shall be maintained in good condition or repaired.
- H. Heating. Heating systems shall be maintained in good condition or repaired.
- I. Discontinuance of Utilities. Utilities may be discontinued in a vacant building but the *plumbing, electrical, and heating systems and fixtures shall be maintained or repaired as to be capable of competent operation when utility services are restored.*
- J. Termination of Utilities. The Compliance Official may order the termination of water, sewer, electricity, or gas service to the vacant building. Prior to the termination of any utility service, written notice must be given to the owner. The Compliance Official may authorize immediate termination of utilities in emergency circumstances. No utility terminated by order or action of the Compliance Official may be restored without consent of the Compliance Official.
- K. Exterior Maintenance. The owner must comply with all applicable property maintenance regulations and City Codes including but not limited to the maintenance of vegetation as required by Section 8-2-3 and ice and snow removal as required by Section 7-2-1.

4-7-5: INSPECTION OF VACANT BUILDINGS.

- A. Inspection. Registration of a vacant building shall constitute consent by the owner or responsible party to the city to go upon the property for inspection purposes. The compliance official may inspect any vacant building in the city for the purpose of enforcing and assuring compliance with this article and other applicable regulations. Upon the request of the compliance official, an owner or responsible party shall provide access to all interior portions of the building(s) and the exterior of the property in order to complete an inspection. If the owner or responsible party is not available, is unresponsive, or refuses to provide access to the interior of the building, the city may use any legal means to gain entrance to the building for inspection purposes.
- B. Notice of Violation. All violations found by the compliance official during the inspection in Section 4-7-4-A shall be corrected by the owner within the period of time established by the compliance official in the notice of violation. The period to correct the violations shall follow the procedure established in Section 2-11-3 of the City Code.
- C. Re-occupancy Inspection. Prior to any re-occupancy or reuse, the owner or responsible party shall request an inspection of the vacant building by the compliance official to determine the building is fit for human occupation consistent with the Minnesota State

Building Code. All applicable building permit fees as needed shall be paid prior to building occupancy.

4-7-6: PENALTIES. Any person or responsible party who violates the provisions of this Chapter is subject to penalty as provided under Section 2-1-2 of this Code. Nothing in this section, however, is deemed to impair other remedies available to the city under this Code or state law including, but not limited to, Minn. Stats. §§ 463.15 through 463.261 and City Code Section 2-11.

Section 2. Code Amended. That Section 2-9-1, the Fee Schedule, is hereby amended to include the following fees:

Vacant Building Registration Fee: \$125 first year
 \$175 second year renewal
 \$250 third year renewal
 \$350 fourth year renewal
 \$500 fifth year renewal and beyond
Vacant Building Administration Fee: \$100

Section 3. Effective Date. This Ordinance shall take effect 30 days after its publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 7th DAY OF APRIL, 2014.

APPROVED:

Jerry Tveit, Mayor of St. Francis

ATTEST:

Barbara I. Held, City Clerk

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

RESOLUTION 2014-11

**A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF
ORDINANCE 194, SECOND SERIES ADOPTING SECTION 4-7 OF THE
CITY CODE REGARDING
VACANT BUILDING REGISTRATION**

WHEREAS, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of Ordinance No. 194 will clearly inform the public of the intent and effect of the Ordinance; and

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

NOW THEREFORE, BE IT RESOLVED that the following summary of Ordinance No. 194 is approved for publication:

**CITY OF ST. FRANCIS, MINNESOTA
ORDINANCE 194, SECOND SERIES**

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

The City of St. Francis added Section 4-7 of the City Code regarding Vacant Building Registration. The ordinance requires the registration of all buildings vacant for longer than 60 days and establishes minimum requirements for maintenance of vacant property.

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

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

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 abstained:

and the following were absent:

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 7TH DAY OF
APRIL, 2014.

APPROVED

Jerry Tveit
Mayor of St. Francis

Attest:

Barbara I. Held
City Clerk

AGENDA REPORT

TO: Matt Hylan, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: **OPUS 21 Contract Extension-Utility Billing**
DATE: April 1, 2014

INTRODUCTION

In 2009, the city switched utility billing from Connexus Energy to OPUS 21. This contract is now due to be renewed.

BACKGROUND

The city has outsourced the utility billing process with OPUS 21 since 2009. They handle the readings, billings and some of the payments to all water and sewer accounts. The city does accept payments and receipts them into the OPUS 21 system along with doing readings for change outs. Attached is a new contract with OPUS 21. Existing fees have not changed and a couple have been added as new services are going to be offered such as the credit card payments. This contract would be for 5 years.

RECOMMENDATION

I recommend the Council approves the contract pending legal review by City Attorney Lepak.

BUDGET IMPACT

Existing contract continues to be paid from Water and Sewer Funds.

Attachments:

1. Contract with OPUS 21

**OPUS²¹ MANAGEMENT SOLUTIONS
MASTER AGREEMENT**

OPUS²¹ Agreement Number: 4123
Date: May 1, 2014

THIS OPUS²¹ Master Agreement (this “Agreement”), is made and entered into this _____ of _____, 2014, by and between OPUS²¹ MANAGEMENT SOLUTIONS, LLC. A Minnesota Limited Liability Company (“OPUS²¹”), 680 Commerce Dr., Suite 160, Woodbury, MN 55125 and the City of St. Francis, a Minnesota Municipal Corporation, 23340 Cree Street NW, St. Francis, MN 55070 (“Customer”)

OPUS²¹ and Customer agree that all products and services to be provided by OPUS²¹ to Customer shall be furnished only under the terms and conditions of this Agreement and its attached Schedules No. 1 (“Schedules”).

OPUS²¹ is a technology product and service firm specializing in providing certain technology software products and services that OPUS²¹ has developed, owns or leases.

Customer desires to purchase products or services from OPUS²¹.

OPUS²¹ desires to supply Customer pursuant to the terms and conditions contained in this Agreement and the attached Schedules.

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed to as follows:

1 Definition of Terms. As used herein:

- 1.1 **“Project”** – The products and services provided by OPUS²¹ for Customer.
- 1.2 **“Schedules”** – Attachment 1 to this Agreement, which are made a part of this Agreement for all purposes.
- 1.3 **“OPUS²¹ Custom Software”** – Software developed by OPUS²¹ specifically for Customer or OPUS²¹ Core Software customized by OPUS²¹ specifically for Customer.
- 1.4 **“OPUS²¹ Core Software”** – Software developed or customized by OPUS²¹ but not specifically for Customer.
- 1.5 **“OPUS²¹ Software”** – OPUS²¹ Custom Software and OPUS²¹ Core Software. OPUS²¹ Software does not include the Source Code.
- 1.6 **“Third-Party Software”** – Software in machine-readable form provided by OPUS²¹ to Customer that is not developed or customized by OPUS²¹. Third-Party Software does not include the Source Code.
- 1.7 **“Software”** – OPUS²¹ Software and Third-Party Software.
- 1.8 **“Source Code”** – A copy of the computer programming code in human-readable or other form.
- 1.9 **“Third-Party Customer”** – Third party utility service providers that provide utility services and obtain service bureau processing from Customer.

- 2 **Term of Agreement.** This Agreement shall be effective upon execution by both parties and shall continue in force through completion of services for 60 months described in the “Schedules” unless earlier terminated in accordance with the terms herein.
- 3 **Compensation.** The amount of compensation Customer shall pay OPUS²¹ for the products and services provided by OPUS²¹ hereunder shall be provided in the Schedules. All compensation shall be payable by Customer within 30 days of receipt of an invoice from OPUS²¹.
- 4 **Confidentiality of Customer's Information.**
 - 4.1 OPUS²¹ acknowledges that Customer subject to Minnesota’s Data Privacy laws, regards as confidential and as a proprietary asset any information or materials that come to the attention of OPUS²¹ by reason of (a) the presence of OPUS²¹'s agents, employees, or representatives at Customer's site, or (b) OPUS²¹ furnishing services to Customer in connection with this Agreement (such information, materials, and records collectively being referred to as “Customer's Confidential or Proprietary Information”).
 - 4.2 OPUS²¹ agrees to safeguard Customer's Confidential or Proprietary Information by holding it in strict confidence, disclosing it only to those employees, agents or contractors who have a need to know in order to provide services as agreed upon.
 - 4.3 OPUS²¹ agrees to take all reasonable steps to prevent the disclosure, publication or dissemination of Customer’s Confidential or Proprietary Information to any other person or entity, except where and to the extent specifically required by law.
 - 4.4 Notwithstanding anything herein to the contrary, Customer’s Confidential or Proprietary Information shall not include: (a) information that comes into the public domain except as a result of a breach of this confidentiality provision; (b) information received by OPUS²¹ from a third party not under any obligation of confidentiality with respect thereto; (c) information that is independently developed by OPUS²¹ personnel that have not had access to Customer’s Confidential or Proprietary Information; (d) information required to be disclosed under operation of law; or (e) information approved in advance in writing for disclosure by Customer.
 - 4.5 In addition to any rights or remedies that are provided by this Agreement, Customer shall have all other rights and remedies available in law and in equity for any violation of this Section 4 by OPUS²¹. Such rights and remedies shall be non-exclusive and cumulative.
- 5 **Intellectual Property.** All computer programs, including the OPUS²¹ Software, related documentation, written procedures, copies of transcripts, Source Codes, and similar items are proprietary to and shall be considered trade secrets and confidential information remaining the property of OPUS²¹. Customer agrees that, other than those disclosures and records required to be made or maintained pursuant to Minnesota Law, it will not knowingly disclose to any third party at any time (either during or after termination of this Agreement) any OPUS²¹ trade secrets or any other OPUS²¹ secrets or confidential information, learned by Customer in connection with this Agreement. All documentation shall be returned to OPUS²¹ upon termination of this Agreement. All original input data items shall remain the

property of Customer and will be returned pursuant to Customer's instructions, except as may be required by Minnesota's Data Privacy law as determined by a Court of competent jurisdiction. Customer shall retain or destroy all original input documentation and other documentation in accordance with its own procedures.

6 **Modification.**

- 6.1 Either party may modify this Agreement or any Schedules through mutual agreement of both parties.
- 6.2 In the Event of Default the non-defaulting party may terminate this Agreement or any Schedule.
- 6.3 In the event of modification for any reason, Customer will pay all amounts due and payable under this Agreement up to the effective date of modification, and Customer may retain and use any products or services delivered to Customer prior to the date of modification as governed by the terms and good standing of the Agreement.

7 **Hold Harmless and Indemnification.**

- 7.1 **By OPUS²¹.** OPUS²¹ shall indemnify, defend and hold harmless Customer against any loss, damage or expense incurred by Customer as a result of claims, actions or proceedings brought by any third party arising out of OPUS²¹'s performance of this Agreement including Customer's reasonable attorney's fees and any money damages or costs awarded in respect of any such claim(s) and any suit raising any such claim(s); provided, however, that (a) Customer shall have given OPUS²¹ prompt written notice of any such claim, demand, suit or action; (b) Customer shall cooperate with said defense by complying with OPUS²¹'s reasonable instructions and requests to Customer in connection with said defense; and (c) OPUS²¹ shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof.
- 7.2 **By Customer.** Customer shall indemnify, defend and hold harmless OPUS²¹ against any loss, damages or expense incurred by OPUS²¹ as a result of claims, actions or proceedings brought by any third party arising out of Customer's performance of this Agreement including OPUS²¹'s reasonable attorney's fees and any money damages or costs awarded in respect of any such claim(s) and any suit raising any such claim(s); provided, however, that (a) OPUS²¹ shall have given Customer prompt written notice of any such claim, demand, suit or action; (b) OPUS²¹ shall cooperate with said defense by complying with Customer's reasonable instructions and requests to OPUS²¹ in connection with said defense; and (c) Customer shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof.
- 7.3 **Certificate of Liability Insurance:** Upon enactment of the Agreement, OPUS²¹ will add the City of St. Francis as an additional Certificate Holder to our insurance policy.

8 **Events of Default.**

- 8.1 Customer's failure to make payments as provided herein.

8.2 A party's failure to perform any material covenant, agreement, obligation, term or condition contained herein; provided, however, the party's failure to perform as provided in this Section 8.2 shall not be an Event of Default if the defaulting party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party or if the default cannot be cured within thirty (30) days, if the defaulting party commences cure within thirty (30) days of receipt of written notice and proceeds to cure such default within a reasonable period of time not to exceed 60 days.

8.3 A party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy (except in connection with a reorganization under which the business of such party is continued and performance of all of its obligations under this Agreement shall continue) or appoints a receiver, acquiesces in the appointment of a receiver or trustee, or liquidator for it or any substantial part of its assets or properties.

9 **Remedies on Default.** In addition to the right of modification provided in Section 7.3 above, the non-defaulting party shall have all of the rights and remedies available in law and in equity.

10 **Notices.** All notices and other communications under this Agreement must be in writing and shall be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties at the following addresses or facsimile numbers (or at such other address or facsimile number as a party may designate by like notice to the other parties):

To OPUS²¹:

OPUS²¹ Management Solutions, LLC
Attention: Lynn Shuba, President
680 Commerce Drive, Suite 160
Woodbury, MN 55125
Facsimile No.: (651) 905-0440

To Customer:

City of St. Francis
Attention: Darcy Mulvihill, Finance Director
23340 Cree Street NW
St. Francis, MN 55070

Any notice or other communication shall be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the third (3rd) day after the date of receipt in the United States Mail, or (c) on the date of confirmed delivery by facsimile or overnight delivery service.

11 **Governing Law/Dispute Resolution.** This agreement shall be governed by, construed, and enforced under and in accordance with the Laws of the State of Minnesota. In the event of any litigation arising under or construing this Agreement, Plaintiff agrees to bring any action in the State of Minnesota. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between

them. If any dispute arises between the parties either relating to this Agreement or in any way arising out of this Agreement then the complaining party shall provide a notice of such dispute, in writing, to the other party. Such notice shall include both a specific description of the disputed issues and suggested action(s) to remedy such dispute. The Parties shall thereafter attempt, in good faith, to settle such dispute. If no resolution of the dispute is reached within forty-five (45) days of the notice of dispute, then either party may pursue any legal remedy it may have available including instituting suit in a court of competent jurisdiction.

- 12 **Binding Nature and Assignment.** This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party, except that the term "Assignment" shall not include any transfer by merger, acquisition, stock transfer or other consolidation with another entity. Notwithstanding the foregoing, Customer shall effect no assignment or transfer by merger, acquisition, stock transfer, sale of substantially all of the assets or consolidation to or with any entity engaged substantially in the business of providing software and/or related services that are similar to the software and services provided by OPUS²¹.
- 13 **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than OPUS²¹ and Customer. OPUS²¹ reserves the right to enforce the terms and conditions of this Agreement against all Third-Party Customers.
- 14 **Force Majeure.** Neither party shall be in default by reason of any failure in the performance of this Agreement (except failure to pay) if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.
- 15 **Entire Agreement.** This Agreement and the Schedules contain the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties relative to its subject matter. No amendment to, or change, waiver or discharge of any provision of this Agreement shall be valid unless in writing and signed by any authorized representative of the party against which such amendment, change, waiver or discharge is sought to be enforced.
- 16 **Signature Authority.** Each party represents and warrants to the other that the signatory of that party is authorized to enter into this Agreement for and on behalf of that party.
- 17 **Relationship of the Parties.** The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (a) give any party the power to direct and control the day-to-day activities of the other; or (b) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (c) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent, employee to

represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

- 18 **Approvals and Similar Actions.** Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld, unless specifically permitted by this Agreement.
- 19 **Publicity.** Either party hereto may prepare press releases concerning the existence of this Agreement and may reference the other party and this Agreement in its advertising, sales promotions, trade shows, or other marketing material, subject to review, comment, revision and prior written approval of the other party which approval shall not be unreasonably delayed or withheld.
- 20 **Severability.** If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent or, if that is not possible, by substituting another provision that is enforceable and achieves the same objective and economic result. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, INDEMNIFICATION OR EXCLUSION OF DAMAGES OR OTHER REMEDIES IS INTENDED TO BE ENFORCED AS SUCH. FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY UNDER THIS AGREEMENT IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES OR OTHER REMEDIES SHALL REMAIN IN EFFECT.
- 21 **Waiver.** No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights.
- 22 **Attorneys' Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
- 23 **Compliance with Laws.** Each party shall comply with all governmental, including federal, state, and local laws, statutes, rules and regulations applicable to this Agreement.
- 24 **Conflicts between Agreements.** In the event that any terms of this Master Agreement conflict with any Schedule(s), License Agreement, or Support Services Agreement, the specific terms of those particular schedules or agreements will govern.

Accepted by:

**OPUS²¹ Management Solutions, LLC
a Minnesota Limited Liability Company**

**City of St. Francis,
a Minnesota Municipal
Corporation**

**By: _____
Lynn Shuba
Its: President**

**By: _____
Its: _____**

**Attest By: _____
Its: _____**

Date

Date

SCHEDULE NO. 1
Base Services and Cost

This Schedule is part of the **Master Agreement** No. 4123 between OPUS²¹ and City of St. Francis dated the _____ day of _____, 2014.

NOW, THEREFORE, the parties agree as follows:

1. Term of Agreement.

The term of the agreement will be 60 months for date of Agreement.

2. Cost of Services. CIS Data Hosting, Bill Print, Lockbox and Support Services

Billing Agreement

Customer Information Systems (CIS) Data Hosting / Account	\$0.38/Mth
Personnel & Support / Account	\$0.21/Mth
Billing	
Simplex Bill Print w/ Inner and Outer Envelopes	\$0.12 Each
E-Billing	\$0.07 Each
Inserts	\$0.03 Each
Remittance	
Lockbox / Account Processed	\$0.17 Each
On-Line	\$0.11 Each
ACH Auto-Pay	\$0.05 Each
Call Center from 8:00 AM – 9:00 PM M-F / Account	\$0.14/Mth

3. Additional Services

Services Provided as a Pass-Through Cost to Customer as Part of Master Agreement

- USPS Postage and Related Fees
- RMR Meter Reading Services
- Banking Fees
- Printing of Inserts or Other Materials

AGENDA REPORT

TO: Matt Hylan, City Administrator

FROM: Darcy Mulvihill, Finance Director

SUBJECT: **Accepting Credit Cards for Payments**

DATE: April 1, 2014

INTRODUCTION

There has been a need for the city to accept credit card payments for utility bills and other payments due to the city. This would open up the possibility of customers paying their utility bill on-line. One of the questions that comes to mind is the fees associated with the acceptance of credit cards.

BACKGROUND

I have had discussion with OPUS 21 and with Payment Service Network (PSN) about the possibility of accepting credit cards as a form of payment. Up until this point OPUS 21 could accept a credit card at their customer service phone line, but a fee of \$9.00 was charged to the customer no matter what the amount. This fee was to cover OPUS's credit card fees. With this new proposal Payment Services Network would be our credit card processor and OPUS would not handle credit cards payments through their system. The payments would be on-line, through PSN customer service or through city hall. OPUS would open up a citizen's access web site to view statements if the customer decides to and from there they could pay for the bill. OPUS and PSN would be sharing the balances of the accounts on a daily basis. We could also accept credit card payments for other amounts due to the city at city offices. Staff would have access to a website and enter the credit card information and the amount and detail of what the payment is for. All security for the credit card information would stay with PSN. The city would not store any of this information on its computers.

There are different options for how to cover the fees.

1. Fees absorbed by the city.
2. Free eChecks for the customers, but the credit card fees are paid by the customer.
3. All fees paid by the customer.

To start, I am recommending option 2. The eCheck fee of \$.50-\$1.50 depending on the way the transaction is initiated would be paid by the city. Credit card payments would show an additional charge to the consumer of 2.75%. The consumer would see two charges on their statement. One for the city payment and one for the credit card payment. I am recommending this to limit the city's exposure for the fees involved. Once we see the utilization of these services, the city could change the way it handles the fees.

RECOMMENDATION

I recommend the Council approves the proposal with Payments Service Network to be the credit

card processor for utility billing and other miscellaneous receipts with the eChecks being paid by the city and the other credit card fees being paid by the customer.

On a separate motion, I would recommend the city implement the attached Credit Card Acceptance Policy.

BUDGET IMPACT

Startup fees, monthly fees, eCheck fees and security compliance fee would be paid by the Water and Sewer funds.

Attachments:

1. Proposal from Payment Service Network.
2. Credit card acceptance policy.

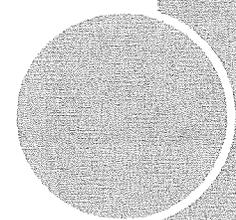


PROPOSAL FOR CITY OF ST. FRANCIS, MN

Service and Cost Proposal

As requested, Payment Service Network is hereby submitting a service and cost proposal for consideration by City of St. Francis, MN

SUBMITTED BY:
David Batterman
National Sales Director
608-442-5056
dbatterman@PaymentServiceNetwork.com



PROPOSAL FOR CITY OF ST. FRANCIS, MN

Service and Cost Proposal

Payment Service Network (PSN) provides a vast range of eServices for payment processing, billing and customer communication. After discussing your needs, I have developed the following proposal of services. After reviewing the information, please let me know if there is any additional information you require. The staff at PSN looks forward to providing you and your customers with personalized service.

PSN takes pride in customizing solutions to meet your specific needs and those of your customers.

Proposed Services

This proposal quotes costs for the services that are checked below. If you would like quotes on any additional services, please let me know.

- Online and Mobile Payments
- Automated and Operator-assisted Payments
- Bank Bill Pay eSolution
- eCash (cash acceptance locations)
- Auto-Post Check Scanning (Check 21)
- Virtual Payment Portal (scannerless & swipeless processing)
- Customized Mobile App
- Outbound Auto-Call
- Cash eDistribution
- eBills (online billing)
- Data Sharing (either hands-free or One-Touch integration)
- Lockbox Processing

- Credit and Debit Card Payments
- Checking and Savings Payments
- Cash

April 2, 2014

Service Implementation Fee

The implementation fee includes:

- Implementation team
- Web services
- Automated phone services
- Other solution setup (i.e. Check 21, Bank Bill Pay eSolution, Auto-Call)
- Data sharing integration
- Marketing piece creation
- Submission of all merchant account applications, if required
- Link to place on your website so that your customers can easily navigate to your PSN payment/billing account pages

\$99.00
*One-time fee
includes all
departments*

Website Customization Fee

PSN will customize the payment pages for your customers to include a banner provided by you.

\$200.00
*One-time fee
Optional Upgrade*

Software Data Sharing

PSN is working with Mike from Opus 21 to setup quick and easy data sharing.

PSN does not
charge for data
sharing

System & Financial Account Maintenance (Monthly Gateway) Fee

To cover ongoing account maintenance and fees charged to PSN by financial institutions and partners, a monthly gateway fee is required.

\$12.95 no eBill
*Monthly fee per
PSN account*

Security Compliance Fee

PSN maintains a Level 1 PCI certification, the highest level achievable, to assure security of your customer data. To cover costs associated with maintaining security, PSN charges an annual fee—due around December 1.

\$89.00
*Annual fee
includes all
departments*

Transaction Fees

To cover costs of processing payments through the network of financial institutions, the following fees will apply to each transaction. The fees are based on the type of payment (check, credit card, cash) and/or how the payment is made.

OPTION 1: Free for customers (Fees absorbed; see Attachment for credit card info)

Payment Method	Transaction Fee Paid by You	Transaction Fee Paid by Customer
eCheck/Savings Online/Mobile	\$0.50	NA
eCheck/Savings by Automated Phone	\$0.75	NA
eCheck/Savings by Operator Assisted Call	\$1.50	NA
Credit Card Online/Mobile/Virtual Terminal/Swipe	\$0.50	NA
Credit Card by Automated Phone	\$0.75	NA
Credit Card by Operator Assisted Call	\$1.50	NA
Bank Bill Pay Transaction - (Popular Add-on)	\$0.50	NA

If you pay the credit card fees for your customers, PSN is able to qualify you for special Government Interchange rates. Credit card fees are billed separately and include 3 main components: Interchange, Discount Rate and Authorization Fee. When offering Bank Bill Pay and averaging all fees together, the typical online \$50 utility payment will average about \$0.92.

Card Type	Interchange plus Assessment	Discount Rate	Authorization Fee
VISA	Passed through at cost	0.40%	\$0.10
MasterCard	Passed through at cost	0.40%	\$0.10
Discover	Passed through at cost	0.40%	\$0.10

OPTION 2: Split Channel: Free eChecks for customers (Customers pay credit card fees)

Payment Method	Transaction Fee Paid by You	Transaction Fee Paid by Customer
eCheck/Savings Online/Mobile	\$0.50	NA
eCheck/Savings by Automated Phone	\$0.75	NA
eCheck/Savings by Operator Assisted Call	\$1.50	NA
Credit Card Online/Mobile/Virtual Terminal/Swipe	NA	2.75%*
Credit Card by Automated Phone	NA	2.75%*
Credit Card by Operator Assisted Call	NA	2.75%*
Bank Bill Pay Transaction - (Popular Add-on)	\$0.50	NA

*Payments under \$100 will have a fee of 2.75% + \$0.50

OPTION 3: All fees paid by customers

Payment Method	Transaction Fee Paid by You	Transaction Fee Paid by Customer
eCheck/Savings Online/Mobile	NA	\$1.00
eCheck/Savings by Automated Phone	NA	\$1.00
eCheck/Savings by Operator Assisted Call	NA	\$1.00
Credit Card Online/Mobile/Virtual Terminal/Swipe	NA	2.75%*
Credit Card by Automated Phone	NA	2.75%*
Credit Card by Operator Assisted Call	NA	2.75%*
Bank Bill Pay Transaction - (Popular Add-on)	\$0.50	NA

*Payments under \$100 will have a fee of 2.75% + \$0.50

NOTE: You may select different options for different departments/payment types. For example clients may choose Option #2 for utility payments but for permits or pet licenses select option #1.

If a credit card fee is disputed, PSN charges a \$15.00 handling fee.

Your customers will be required to pay a \$35 NSF fee.

Additional information

Not all solutions or options offered by PSN are represented in this proposal. I would be happy to provide any other information that could help you reach a decision. PSN stands ready to help you get to a highly competitive level in payment processing, quickly and efficiently. Thanks for considering a partnership with PSN.

Credit/Debit Card Acceptance Policy

Policy Statement

The City of St. Francis accepts credit and debit card payments as a means of paying for city obligations when it will enhance customer convenience, increase certainty of collection, and/or reduce city processing costs.

Purpose

This policy outlines the responsibilities and security for city employees who are assigned the task of processing credit/debit transactions.

Definitions

Credit Card: A card or device issued under an arrangement pursuant to which the issuer gives to a cardholder the privilege of obtaining credit from the issuer.

Debit Card: A card or device issued under an arrangement pursuant to which the issuer gives to a card holder the privilege of using the card to debit the account of the card holder.

Transaction Fee/Discount Fee: The processing fee imposed by credit card companies on all credit card transactions. Typically these fees are born by the vendor and built into the overhead costs.

Merchant: The entity selling products or services. In this case the City of St. Francis.

Third Party Processor: A vendor contractually obligated to process credit/debit card transactions on behalf of the city.

Authority

Minnesota Statute 471.381 authorizes cities to accept payment by credit card or other methods.

Overview

The City of St. Francis will establish a contract with a third party vendor to process merchant sales transactions and to provide any related card-processing services.

- A. Authorized Credit Card Companies – The city has established the authority to accept three major credit cards:
 - Visa
 - Mastercard
 - Discover Card

- B. Accepted Service/Product Purchases – City fees, services and products may be paid with credit cards.

Safeguarding Credit Card Transactions

The use credit cards provide a quick and convenient payment method. Their use for financial transactions has grown tremendously and customers have repeatedly requested the city accept credit for the services they use.

- A. Fraud – Fraudulent actions may impact the city and the customer. It is important for the city to maintain practices to protect against schemes against the city as well as activities in which a customer suffers a loss and the city contributed in some manner to the fraud.
- B. General Strategies – Strategies to prevent credit card fraud.
 - a. The preferred processing methods will be online processing. These methods allow the customer to pass their credit card information through a secure, third-party electronic system. The city does not use or maintain any card information.
 - b. If it is necessary to accept methods that require the city to directly obtain a credit card number, the following precautions will be followed:
 - i. Only those employees who are authorized to process daily payments will be authorized to accept and input credit card data. They will be bonded and insured by the city.
 - ii. Credit card information shall be entered directly into the third-party application. Avoid writing down or otherwise documenting the credit card data. In the event that credit card data is documented, the documentation shall be blacked out and shredded immediately following the transaction. Each credit processing station shall have access to a shredding area.
 - c. All refunds shall be charged back (credited) to the original credit card.

Violation of this policy may result in but are not limited to the following sanctions; the loss of computer or network access privileges, disciplinary action, suspension, termination of employment and legal action. Violations that may constitute criminal offenses under local, state, and federal laws shall be reported to the appropriate authorities.

AGENDA REPORT

TO: City Administrator
FROM: Dean Kapler, Fire Chief
SUBJECT: Architectural Drawings for Fire Station Remodel
DATE: April 7, 2014

INTRODUCTION

Purpose of this report is to get council authorization for professional services for the creation of architectural drawings for the remodel project of the fire station.

BACKGROUND

With the remodeling project being part of the 2014 budget. Staff is requesting authorization to hire a consultant to create architectural drawings of the remodel that will be used to solicit bids for the project. The Fire Chief has met with the owner of Distinctive Drafting and Design at the fire station and reviewed the scope of the project. A quote of \$2430 has been received. (attached to case) The St Francis Building Official has had experience with this company's work and foresees no problems with their work.

An architectural service is a professional service and does not require multiple quotes per state purchasing guidelines.

RECOMMENDATION

Council to authorize staff to enter into a contract with Distinctive Drafting and Design in the amount of \$2430.

BUDGET IMPACT

This project was included in the 2014 CIP

Attachments:

1. Copies of quote

Distinctive Drafting and Design

Invoice

**Please mail payment to:
26529 Ridgewood Road
Zimmerman, MN 55398**

Date	Invoice #
2/14/2014	2014-119

Bill To:
St. Francis Fire Department 23340 Cree Street NW St. Francis, MN 55070

Terms	Project #
	14-116

Description	Sq. Ft./Hrs.	Rate	Amount
Addition/Remodel Plan Elevations	54	45.00	2,430.00
	5	45.00	225.00
Total Projected Plan Cost			2,655.00
Half of Projected Plan Cost		-1,440.00	-1,440.00
Total Due			\$1,215.00

AGENDA REPORT

TO: Matt Hulen, City Administrator

FROM: Paul Teicher, Public Works Director

SUBJECT: Routine Truck Replacement

DATE: 4-07-14

INTRODUCTION: We have identified a need to replace a 2006 Ford F-450 4 x 4 pickup truck. This truck has had several large mechanical failures over the last few years making it unreliable as an emergency snow removal vehicle. The truck is currently running on its third turbo charger and has recently had the front end replaced. Unfortunately, the 6.0 diesel engine in this truck is known for blowing head gaskets, another potential expensive repair. As for all of our equipment purchases, staff shares the same vision with the Council, we try to find the most cost effective piece of equipment that will suit our needs and give us year round, multi use, capabilities.

BACKGROUND: We discussed with our mechanics what would be the most cost effective option for this truck, should we keep it and run the risk of future expensive repairs or trade it in while it still hold a modest trade value. The recommendation was to trade it now before more problems occur. In our 2014 CIP budget we have schedule the replacement of a 2002 half ton pickup, the truck we want to replace now would not be up for replacement until 2016. To facilitate a quicker replacement of the trouble truck we are proposing trading it now and keeping the 2002 half ton pickup in service until 2016. The 2002 half ton pick has been a fairly reliable truck and is not outfitted with a plow so it is not needed during snow emergencies. In an effort to make our budgets balance last year we actually lowered the amount we had budgeted for the 2002 pickup replacement. This makes it a little difficult to replace back with the exact type of equipment so due to the \$7000 to \$8000 upgrade for a diesel engine we chose to go with a gas engine. We would also be keeping our current v-plow and having it installed on the new truck. To help our Public Works Department be more efficient and safe, we have added a few pieces of equipment to this new truck. We added an external fuel tank/tool box for filling equipment in the field rather than trailering and or driving the equipment to the gas station. We added a road length measuring tool. This device will give us exact measurements for calculating quantities when we are working on a roadway. We also added a lift gate for loading equipment and materials safely. We did obtain state bid pricing from Dodge and Chevrolet, however the Chevrolet pricing is higher and does NOT include the road length measuring tool in the higher price.

RECOMMENDATION: Staff recommends that the Council approves the purchase of the 2014 Dodge pickup outfitted with the additional equipment for \$27,318.60 (this price includes tax, license and trade value of 2006 Ford).

BUDGET IMPACT: This is a budgeted truck replacement in our CIP.

Attachments:

1. Summary from Dodge of Burnsville
2. Summary from Polar Chevrolet



POLAR



THANE HAWKINS POLAR CHEVROLET

1801 E. County Rd. F, White Bear Lake, MN 55110 (651) 429-7791

Phone: 612.750.1275 Fax: 651.653.5511 Toll-Free: 866.299.8188

March 17, 2014

City of St Francis
23340 Cree Street NW
St Francis, MN 55070
Attn: Jeremy Shook

Regarding your request for a State Contract price for a 2015 Chevrolet Silverado 2500 4x4 regular cab 8' box pickup, we have itemized the information you require:

STATE CONTRACT 73892:

ITEM/MODEL:

T27 Chevrolet Silverado CK25903 \$24,031.15

CONTRACT EQUIPMENT:

6.0 liter gas/E85 V8	included
6 spd automatic transmission with grade control	included
Electronic stability & trailer sway control	included
Power door locks W/O keyless remote	included
4 wheel ABS disc brakes	included
4.10 open rear axle	included
LT245/70R-17E all season tires	included
Cruise control/tilt wheel	included
AM/FM Stereo radio	included
Air conditioning	included
Bedrail protectors	included
Side step, rear step bumper	included
Full vinyl floors	included
Vinyl 40/20/40 split bench center storage/armrest	included
Daytime running lamps	included

REVISIONS REQUESTED:

WT convenience package	518.50
incl's power windows, heated ext mirrors & remote keyless entry	
Cloth split bench with center storage/armrest	N/C
Engine block heater	76.50
Electric rear defogger	148.75
Snowplow prep pkg	382.50
220 amp alternator	included

Specializing in State, county and local municipal sales

Heavy duty trailer tow pkg	238.00
Locking rear axle	335.75
Electric trailer brake controller	195.50
LT265/70R-17E all terrain tires	170.00
Keyless remote locking	included
Electronic shift transfer case	170.00
Upfitter switches	106.25
Corner strobe lamps front & rear	895.00
Tommygate	1,885.00
Diesel fuel tank/tool box combo	2,250.00
Boss 9'2" "V" mounting only	1,950.00
Delete OnStar/XM radio	included
Wiring for cab roof lamp	included
Skid plate pkg	included
Under rail Rhinolining	575.00
Interior dome & reading lamps	STD
Summit White ext/Ebony int	N/C
<u>TOTAL VEHICLE PRICE:</u>	\$33,927.90

TRADE VALUE:

2006 Ford F350 VIN: 1FTWF31P66EB27773 - (8,000.00)

TOTAL WITH TRADE:

\$25,927.90

TAX, LICENSE & FEES:

Documentation Fee	42.60
Tax exempt license	40.75
Sales tax	\$ 1,685.31
Total tax & license	\$ 1,768.66

TOTAL WITH TAX AND LICENSE:

\$24,209.09

MAINTENANCE COVERAGE:

\$ 27,696.59 Total

Scheduled maintenance 2years/24,000 miles
includes oil, filter, tire rotation for a maximum of 4 visits

Specializing in State, county and local municipal sales

WARRANTY COVERAGE:

Bumper to Bumper:	3 years/36,000 miles
Federal Emissions	5 years/50,000 miles
Rust-through	6 years/100,000 miles
<i>Powertrain (engine, transmission, drive axles, etc)</i>	<i>5 years/100,000 miles</i>

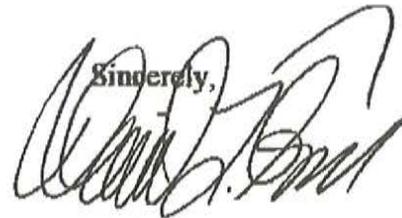
APPROXIMATE DELIVERY:

120 Days A.R.O.

IF YOU PURCHASE-WE NEED:

PURCHASE ORDER *OR* LETTER OF PURCHASE

Thank you for your consideration.

Sincerely,


David L. Thomas
Fleet Sales Manager

Specializing in State, county and local municipal sales



Prepared For:
Jeremy
City of St Francis
Minnesota

Prepared By:
Justin Gerber
Dodge of Burnsville
12101 Hwy 35W South
Burnsville, Minnesota, 55337
Phone: 952-894-9000

SELECTED EQUIPMENT

2014 RAM 2500

4x4 Regular Cab 140.5" WB Tradesman (DJ7L62)
MSRP

DJ7L62	Base Vehicle Price (DJ7L62)	STD	32,935.00
Packages			
22A	Quick Order Package 22A Tradesman (DME) 3.73 Rear Axle Ratio	OPT	N/C
Emissions			
NAS	50 State Emissions	INC	Included
Powertrain			
ESA	Engine: 6.4L V8 Mid Duty HEMI MDS (NAS) 50 State Emissions; (BAD) 180 Amp Alternator; (Z7F) GVWR: 10,000 lbs	OPT	1,495.00
DFP	Transmission: 6-Speed Automatic (66RFE)	STD	N/C
DMF	4.10 Rear Axle Ratio	OPT	125.00
DSA	Anti-Spin Differential Rear Axle	OPT	325.00
Z7F	GVWR: 10,000 lbs	INC	Included
Wheels & Tires			
TWD	Tires: LT245/70R17E BSW AS Firestone Brand Tires	STD	N/C
WDA	Wheels: 17" x 7.5" Steel Styled Center Hub	STD	N/C
Seats & Seat Trim			
TX	Heavy Duty Vinyl 40/20/40 Split Bench Seat	STD	N/C
Other Options			

The information contained in this package is provided to assist in assessing our vehicles and is for your information only. Prices and content information shown are subject to change and should be treated as estimates only. Information on the comparison vehicle is derived from available public sources and may not be completely current or accurate. No representations, warranties or guarantees are given in the information. Neither Chrysler nor the dealer will be liable for any reliance on the contents hereof. Please see salesperson for the most current information and other details. Actual pricing may vary. Not all buyers or lessees will qualify for the lowest APR or Lease payment and may vary according to creditworthiness. Contact dealer to see if you qualify, to determine your actual price, APR, and monthly payment. Dealer participation may affect savings; residency and other mileage restrictions may apply. The estimates may not include the cost of transportation and handling charges, taxes, title/documentary fees, registration, tags, dealer prep, labor and installation charges, insurance, optional equipment and accessories, certificate of compliance or non-compliance fees, or finance charges. Lease estimates may not include any additional amount due at delivery, first payment or security deposit. Reference DX05102598 2/27/2014

SELECTED EQUIPMENT Continued

			MSRP
APA	Monotone Paint <i>Headlamp filler panels and door handles are black when special paint ordered (P68, P12, P71, P61, P81, P18, PYB, P73, P06, P64, PGC, PB8, P74, P72, P62, P69, PL1, PGW, P63).</i>	STD	N/C
BAD	180 Amp Alternator	INC	Included
AHD	Heavy Duty Snow Plow Prep Group <i>(BAD) 180 Amp Alternator; Transfer Case Skid Plate Shield</i>	OPT	135.00
GPG	Power Black Trailer Tow Mirrors <i>Black Exterior Mirrors; Exterior Mirrors w/Supplemental Signals; Exterior Mirrors Courtesy Lamps; Exterior Mirrors w/Heating Element</i>	OPT	180.00
XMF	Spray In Bedliner	OPT	475.00
XHC	Trailer Brake Control	OPT	230.00
RA1	Radio: Uconnect 3.0 AM/FM	STD	N/C
Fleet Options			
AJW	Power Accessory Group <i>Black Exterior Mirrors; Exterior Mirrors w/Heating Element; Fold-Away Power Heated Mirrors; Power Locks; Premium Vinyl Door Trim w/Map Pocket; Power Windows w/Driver One-Touch</i>	OPT	545.00
XEF	Transfer Case Skid Plate Shield Interior Colors For : Primary w/Tradesman (regs)	INC	Included
X8	Diesel Gray/Black Primary Colors For : Primary w/Tradesman (regs)	OPT	N/C
PW7	Bright White Clearcoat	OPT	N/C
Accessories and Aftermarket Options			
26458R1	StoneBrooke Equipment Upfit <i>See Attachment for Specifications</i>		\$8,209.00
Vehicle Subtotal			\$44,654.00
Destination			\$1,195.00
Vehicle Subtotal (including Destination)			\$45,849.00

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Prepared For:
Jeremy
City of St Francis
Minnesota

Prepared By:
Justin Gerber
Dodge of Burnsville
12101 Hwy 35W South
Burnsville, Minnesota, 55337
Phone: 952-894-9000

PRICE SHEET

2014 RAM 2500

4x4 Regular Cab 140.5" WB Tradesman (DJ7L62)

Vehicle Price (excluding option discounts)	MSRP \$44,654.00
Vehicle Subtotal	\$44,654.00
Option Credits	0.00
State Contract Pricing # 70763	(11,276.00)
Other (Discount)Margin	0.00
Incentives	0.00
Total Other Items	(11,276.00)
Net Selling Price	\$33,378.00
Destination	1,195.00
Total Quote	\$34,573.00
Less: Trade In	9,000.00
<i>2006 Ford f350 Serial #: w/ 0.00 miles. Condition: Gross amount 9,000.00 less lien amount 0.00</i>	
Net Difference	25,573.00
Lien payment for :2006 Ford f350	0.00
TOTAL	\$25,573.00

Customer Signature

Date

~~\$\$\$~~
Doc Fee 42.60
License 40.75
Sale Tax 1662.25

\$27,318.60

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EVERYTHING FOR THE
WORK TRUCK

(952) 224-4440
www.StonebrookeEquipment.com

Proposal No: 26458R1

TO: Justin Gerber
Dodge of Burnsville
12101 Highway 35W S
Burnsville, MN 55337
Client: City of St Francis

DATE: March 24, 2014
PHONE: (952) 767-2702
FAX: (952) 882-6053
CELL: (612) 644-0484
EMAIL: jgerber@dodgeofburnsville.com

VEHICLE MAKE: RAM	MODEL: 2500, RC, LB	YEAR: 2014	TERMS: NET 10 DAYS
P.O. NUMBER: TBA	FOB: BURNSVILLE, MN. 55306	DELIVERY/INSTALL DATE:	

LINE	QTY	PART NUMBER	DESCRIPTION	PRICE	TOTAL
1					-
2	1	29222000	98 Gal L-Shape transfer tank, steel black, Installed	438.00	438.00
3	1	37224524	71" Standard crossover, Aluminum clear, Installed	653.00	653.00
4	1	G2-60-1340 EA38	38" Ext Alum Platform w/ taper, 1300 lb cap, G2 Series	3,092.00	3,092.00
5	1	RAC Plus I	RAC Plus I w/AutoLink II OBD Distance Sensor, Installed	1,230.00	1,230.00
6	4	ELUC2S010W	Hidden LED Lights (White), Installed	124.00	496.00
7	1	110000-107	12V GPI 15GPM Transfer Pump w/10'Hose, Installed	550.00	550.00
8	1	MISC	Boss Truck Side Components Incl. Control, Installed	1,750.00	1,750.00
9					-
10					-
11					-
12					-
13					-
14					-
15					-
16					-
17					-
18					-
19					-
20					-

Proposal valid until: April 8, 2014

The above product is warranted from the manufacturer for a period of year(s).
Warranty covers parts and labor performed only at Stonebrooke Equipment, Inc.

PARTS TOTAL	8,209.00
SUB TOTAL	8,209.00
TAX	
GRAND TOTAL	8,209.00

Client Signature/Date:

Loren Holman

Representative for Stonebrooke Equipment, Inc.

I hereby agree to the proposal above and will hold responsibility for payment upon delivery or installation of the product stated herein.

AGENDA REPORT

TO: Matt Hysten, City Administrator
FROM: Paul Teicher, Public Works Director
SUBJECT: Woodbury Park Fountain Replacement
DATE: April 7th, 2014

INTRODUCTION: Due to vandalism, deterioration from the environment, age and ease of maintenance the fountain and basin at Woodbury Park need to be replace.

BACKGROUND: This centralized park amenity is about 14 years old. Over the last few years, staff has attempted to keep the fountain and basin in good repair. We have monitored several large cracks in the bowls and have temporarily sealed them with an epoxy coating. Late last fall, vandals destroyed the top three sections of the fountain. We later found out the company which supplied the fountain no longer exists and replacement parts could not be found. Staff has continued to restack the block work for the basin but vandals are continually removing blocks and throwing them into the water. The lights in the flower bed have been damage in the past as well. We are proposing replacing what's left of the fountain as well as the basin. The new similar styled water feature would have a 6 foot tall solid concrete statue and would have a one piece poured in place basin with built in pumping, cleaning, and filling systems. The LED lights would be built into the basin as well, eliminating the lights located in the flower bed. This new fountain and basin should be much easier to maintain and be less prone to vandalism. Last year while trying to balance our budgets we did move this project from 2014 to 2015 in our CIP. Due to the vandalism, we are suggesting we use park dedication funds to pay for this new project this spring. Our insurance is covering \$7,000.00 for the replacement of the damaged fountain. Attached you will find some rough sketches, a photo of a similar fountain, and 2 estimates for this project.

RECOMMENDATION: Staff recommends Council approves the purchase and installation work of a new fountain in Woodbury Park for the amount of \$36,289.00 from Hidden Falls Inc. This is to be paid for from Park Dedication Funds and insurance claim reimbursement.

BUDGET IMPACT: Our insurance is reimbursing \$7,000.00 of this project due to damage received form vandalism last fall. The remaining balance will be paid for from the Park Dedication Fund. The Park Dedication Fund has an approximate balance of \$157,000.

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Attachments:

1. NONE

Hidden Falls Inc.

1452 92nd Ave St.
Blaine, MN 55449

Estimate

Name / Address

City Of ST Francis
23340 Cree St Nw
ST Francis

Date

Estimate #

3/20/2014

717

Phone #

763-434-5319

P.O. No.

Terms

Project

Description

Qty

Cost

Total

This estimate is to remove and replace existing water feature located at woodbury Park. The design concept for the fountain is to keep the look of the brick and keep the history of the park. Installing a 25' foot by 12" X 8" thick poured concrete. A 4" thick X 10 inch wide Poured coping on top. The interior of the pool will be Stained black. The exterior of the pool will be finished to give it the age concrete look. The the fountain will operate with a submersible pumping and skimming system with a lockable lid for easy access and maintenance. Water feature will be equipped with a automatic water fill system. Statue is a three tier, 6 foot tall handmade made of solid concrete prefinished by a hand applied acid-base finish to give an aged antique look. There will be three 500 W submersible halogen brass lights securely installed on the bottom of the inside of the pool.

1

27,289.00

27,289.00

This proposal also includes repair of the existing landscape as well as installing new perennials and shrubs including but not limited to black-eyed Susan, clone flowers, astilbe. Moonbeam, red shrub roses, spreading Yew, hydrangea, Stella daylily and boxwood. Commercial grade steel edging will be used to outline planting bed areas. Cocoa bean shells mulch will be used as weed barrier and moisture retention. Sod and black dirt will be used to replace the damaged areas. Irrigation will be repaired and adjusted to meet the new water requirements. (Final landscape design will be done once project is approved.

1

9,000.00

9,000.00

Sales Tax

6.50%

0.00

Any unforeseen repairs will be charged time and material basis at \$65 per man hour.

Subtotal

\$36,289.00

Web Site

Total

\$36,289.00

hiddenfallsinc.com

Signature _____

Price good for 45 days

Tru Renovations, LLC
 23547 Washington st
 East Bethel, MN 55005

Estimate

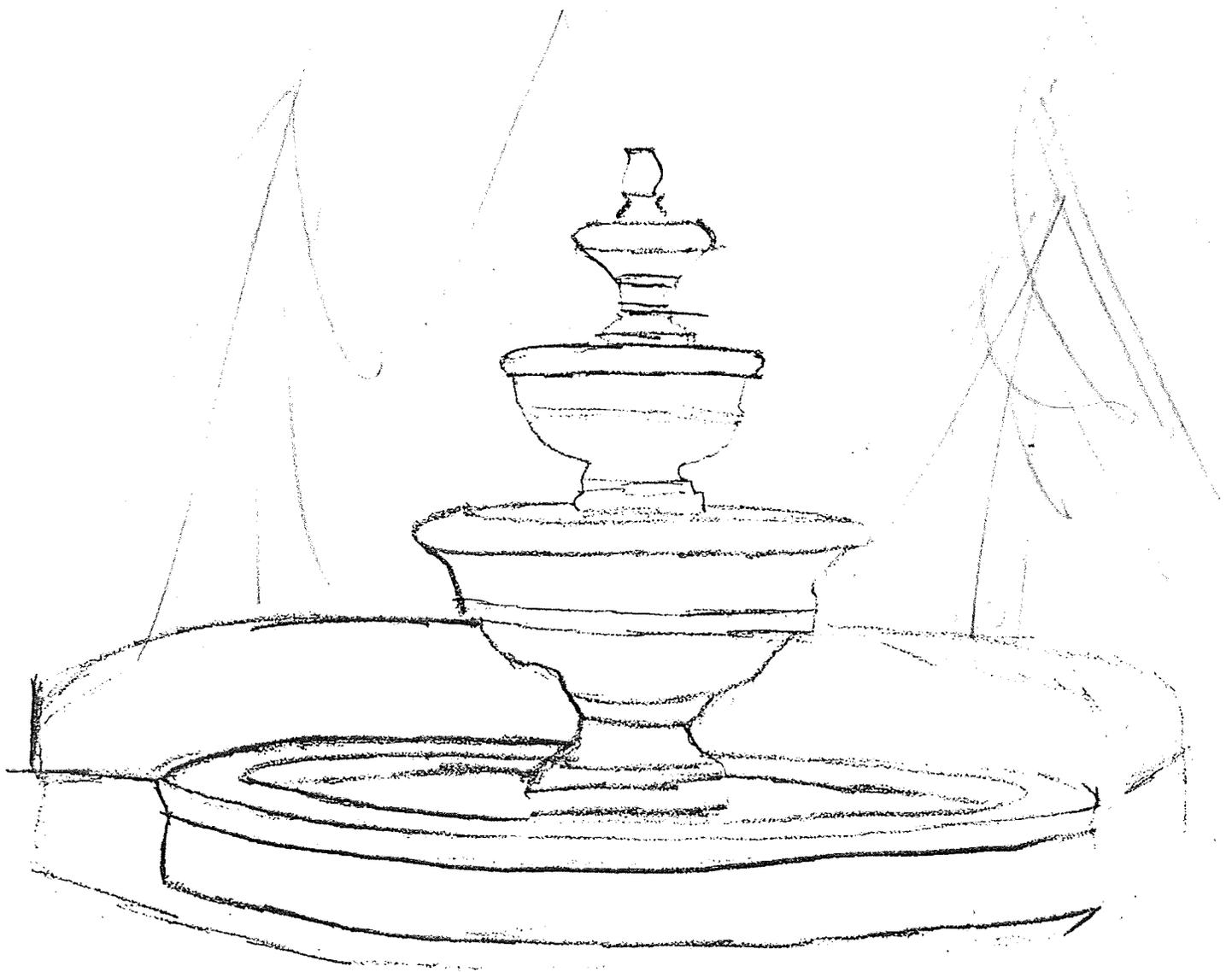
Date	Estimate #
3/20/2014	168

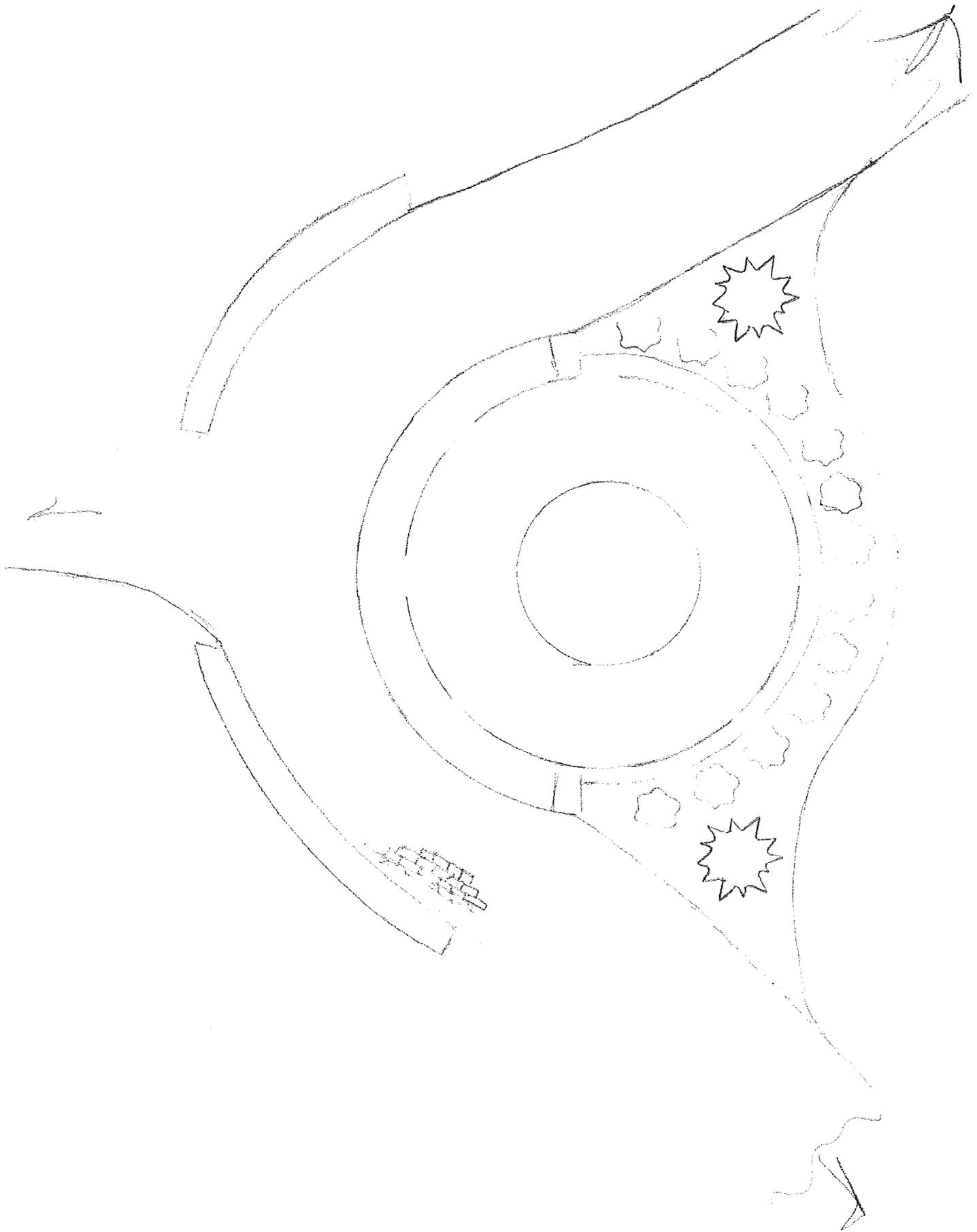
Name / Address
City of St. Francis 23340 Cree St Nw St. Francis, MN

			Project
Description	Qty	Cost	Total
Remove and replace existing fountain pool. Pool be constructed with poured concrete and a poured concrete coping. Plumbing and skimming system installed in the concrete walls. Three 500 W bronze submersible halogen lights will be securely fastened to the basin of the pool and wired to an exterior control panel operated by photo eye. Fountain will operate off submersible pump system that will be located in the wall of the pool with a lockable lid for easy access for maintenance. Water feature will be equipped with an automatic refill system. The approximate dimensions of the concrete pool are 25' x 18". statue is a three tier, 6 foot tall made of solid concrete. The pool will be treated with concrete sealer after the staining process. Fountain comes pre-finished by a hand applied acid-base finish to give it an aged antique look. The exterior of the pool will be finished to give it the aged concrete look. The interior the pool will be stained black.	1	29,778.00	29,778.00
Upon final completion of the fountain will begin to replace the landscape by using a variety of perennials and shrubs along with commercial grade edging and for ground covering cocoa shell mulch this will allow moisture to be held until plants are established. Potential plants and shrubs are black-eyed Susan, clone flowers, Astilbe, Moonbeam, Salva, Shrub roses, (Red), spreading Yew, hydrangea, boxwood, daylily Stella. We also be bringing in necessary black dirt and sod to replace damaged areas. The irrigation system located in that area will be adjusted or repaired to meet new watering requirements. (Please note final landscape design will be finalized upon fountain approval.)	1	8,500.00	8,500.00
Any on foreseen repairs will be billed time material basis at \$65 per man hour.		Total	\$38,278.00

Customer Signature _____







AGENDA REPORT

TO: Matt Hylan, City Administrator
FROM: Paul Teicher, Public Works Director
SUBJECT: Anoka County Municipal Wellhead Protection Group
DATE: 4-7-2014

INTRODUCTION: In your Council Packets you will find a resolution authorizing the City of St Francis to enter into a Joint Powers Agreement with the Anoka County Municipal Wellhead Group. This Group is comprised of Anoka County and currently 8 Cities within Anoka County. The propose of this group is to implement common elements of their wellhead protection plans; establish a joint user group to address common activities related to this agreement; authorize the County to act as facilitator and as agent contracting for any consultant services or applying for any common or jointly pursued grants; allocate the costs; and receive and disburse grant funds.

BACKGROUND: The City of St Francis already has a Wellhead Protection Plan as required by the Department of Health. We are currently completing the required update and amendment process of this 10 year plan. By joining this group we are adding another “tool” to our tool box. We will be able to network and share the information of what works and what doesn't for Wellhead Protection Plan implementation purposes. The City would likely benefit from the efficiencies and cost reductions of collaborative efforts of the County and member Cities.

RECOMMENDATION: Recommend the City Council approves the Resolution for the City of St Francis to become a member of the Wellhead Protection Implementation Joint Powers Agreement.

BUDGET IMPACT: None. This Group has not incurred any official expenditures since its inception. The City does not have to “buy in”.

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Attachments:
1. Resolution

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

RESOLUTION 2014-12

**RESOLUTION AUTHORIZING JOINDER OF THE
WELLHEAD PROTECTION IMPLEMENTATION
JOINT POWERS AGREEMENT BETWEEN
ANOKA COUNTY AND VARIOUS CITIES**

WHEREAS, Anoka County has entered into a Wellhead Protection Implementation Joint Powers Agreement – First Addendum dated _____, 2014 with the cities of Anoka, Blaine, Centerville, Circle Pines, Coon Rapids, Fridley, Lexington, Lino Lakes, Ramsey and Spring Lake Park pursuant to Minn. Stat. § 471.59;

WHEREAS, the purpose of the agreement is to jointly implement the Wellhead Protection Plans created by the various cities pursuant to an earlier Joint Powers Agreement;

WHEREAS, Anoka County and the member cities have invited other cities located within Anoka County to become a party to the Joint Powers Agreement; and,

WHEREAS, the Wellhead Protection Implementation Joint Powers Agreement – First Addendum requires that additional cities located in Anoka County may become a party to the Joint Powers Agreement upon receipt of a Resolution by the Governing Board of that City that authorizes the City to become a party to the Agreement;

WHEREAS, the City of St. Francis would like to benefit from the efficiencies and Cost reductions of collaborative efforts of the County and member Cities and as such would like to be part of the Joint Powers Agreement – First Addendum.

NOW, THEREFORE, BE IT RESOLVED by the City of St. Francis that the City of St. Francis shall become a member of the Wellhead Protection Implementation Joint Powers Agreement – First Addendum and shall be bound by all of the terms and conditions of the Joint Powers Agreement, Anoka County Contract # 2014-_____.

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 abstained:

and the following were absent:

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 7th DAY OF APRIL, 2014.

APPROVED

Attest:

Jerry Tveit, Mayor of St. Francis

Barbara I. Held, City Clerk



**ANOKA COUNTY
MUNICIPAL WELLHEAD PROTECTION GROUP
2100 THIRD AVENUE, SUITE 360
ANOKA, MINNESOTA 55303-2264
Tel.: (763) 422-7063 Fax: (763) 323-6150**

Anoka ♦ Blaine ♦ Centerville ♦ Circle Pines
Fridley ♦ Lexington ♦ Lino Lakes ♦ Spring Lake Park

Statement of Purpose and Authorization

Eight cities and Anoka County have entered into a Joint Powers Agreement (JPA) in accordance with Minnesota Statute §471.59 to form the Anoka County Municipal Wellhead Protection Group (Group). The City members to the Group have prepared their wellhead protection plans in accordance with Minnesota Rule §4720.5130 and wish to implement the common elements of their plans jointly in an efficient and cost-effective manner. Anoka County is committed to enhancing water resources protection and public health and finds it in the County's interest to facilitate the joint efforts of the Cities.

The original agreements executed by City Councils and the Anoka County Board of Commissioners are on file with the Anoka County Attorney's Office. Copies of the executed agreements are available from Anoka County Environmental Services section Manager the Group "facilitator".

The purpose of the Anoka County Municipal Wellhead Protection Group is to:

1. Implement common elements of their wellhead protection plans;
2. Establish joint user group to address activities related to their agreement;
3. Authorize Anoka County to act as facilitator and agent contracting for services or applying for grants;
4. Allocate costs; and
5. Receive and disburse grants.

The JPA authorizes the Group to:

1. Investigate methods and costs to jointly implement wellhead protection activities;
2. Determine process in which joint wellhead protection activities will be implemented;
3. Request consultant(s) qualifications and proposal to implement the Group's work plan;
4. Seek grants and other methods to fund implementation of the Group's activities; and
5. Establish the apportioned cost for each City to jointly implement their wellhead protection plans.

Anoka County provides services to the Group:

- The Anoka County Environmental Services unit will facilitate and assist the Group in the conduct of its affairs;
- The County shall serve as fiscal agent for the Group for the purpose of receiving and dispersing funds as authorized by the Group and entering into contract or grant applications on behalf of the Group.
- The County shall maintain records and documents related to Group's matters.
- Contracts and grant applications made pursuant to this agreement shall be made by the County and conform to requirements applicable to the County.

The Cities that have executed the Joint Powers Agreement are:

- City of Anoka – October 6, 2010
- City of Blaine – October 27, 2010
- City of Centerville – October 14, 2010
- City of Circle Pines – November 23, 2010
- City of Fridley – February 10, 2011
- City of Lexington – October 21, 2010
- City of Lino Lakes – March 14, 2011
- City of Spring Lake Park – December 7, 2010

Wellhead Protection Implementation Joint Powers Agreement

THIS AGREEMENT is made and entered into by and between the cities of Anoka; Blaine; Centerville; Circle Pines; Coon Rapids; Fridley; Lexington; Lino Lakes; Ramsey; and Spring Lake Park (hereinafter referred to as "Cities") and the County of Anoka (hereinafter referred to as "County"), each acting by and through its governing body, pursuant to MN Stat. §471.59 providing for the joint exercise of powers.

RECITALS

1. The Cities were required by the Minnesota Department of Health and Minnesota Rule §4720.5130 to prepare wellhead protection plans for their community water supplies. The Cities entered into a Wellhead Protection Joint Powers Agreement in 1997 for purposes of developing the required plans.
2. The Cities are required by the Minnesota Department of Health to implement their wellhead protection plans for their community public water supplies and desire to coordinate their efforts to protect their well water supply for their communities.
3. The Cities have determined that it is in their best interests to implement the common elements of their wellhead protection plans jointly.
4. The Cities desire to coordinate the implementation of the common elements of their wellhead protection plans through efficient and cost effective cooperation among members.
5. The County is committed to enhancing water resources protection and public health and finds it in the County's interest to facilitate the joint efforts of the Cities.

NOW THEREFORE, in consideration of the mutual agreements contained herein, and in exercise of the powers granted by MN Stat. §471.59, the parties to this Agreement agree as follows:

1. PURPOSE

- 1.1. The Cities and County agree that they have joined together to:
 - 1.1.1. implement common elements of their wellhead protection plans;
 - 1.1.2. establish a joint user group to address activities related to this agreement;
 - 1.1.3. authorize the County to act as facilitator and as agent contracting for any consultant services or applying for any grants;
 - 1.1.4. allocate costs; and
 - 1.1.5. receive and disburse grants.

2. TERM

- 2.1. This agreement shall be effective December 1, 2010 and shall continue until terminated as provided herein.

- 2.2. Additional cities may join this Agreement following the effective date. If a city joins after the effective date that city is responsible for its proportionate share of any expenses incurred in implementing this Agreement for which the city will receive a benefit.

3. ANOKA COUNTY MUNICIPAL WELLHEAD GROUP

- 3.1. The governing body of each of the Cities shall appoint one representative to serve as a member of the Anoka County Municipal Wellhead Protection Group (hereinafter "Group").
- 3.2. One alternate member shall be appointed to the Group by the governing body of the Cities. The alternate may attend any meeting of the Group and, when the regular member is absent, vote on behalf of the City the member represents.
- 3.3. All members of the Group shall serve at the will and pleasure of the appointing authority. The appointing authority shall notify the Anoka County Administrator of the member or alternate member appointed to the Group and shall notify the Anoka County Administrator of any changes to their appointment.
- 3.4. Group members shall not be entitled to compensation or reimbursement for expenses incurred in attending meetings, except to the extent that the appointing authority might determine to compensate or reimburse the expenses of the member it appoints, in which case the obligation to make such payments shall be that of the appointing authority.
- 3.5. The County's Environmental Services Manager shall be an ex-officio non-voting member of the Group and shall serve as the facilitator to the Group.
- 3.6. The First meeting of the Group shall be at 9:00 a.m. on December 1, 2010 in Room 710 at the Anoka County Government Center, 2100 Third Avenue, Anoka, Minnesota. At the first meeting, the Group will agree to procedures for its operation.
- 3.7. A majority of all Group voting members shall constitute a quorum, but less than a quorum may adjourn a scheduled meeting.
- 3.8. Recommendations of the Group related to contracting for service will require agreement of each party prior to the party incurring any financial obligation.

4. GROUP RESPONSIBILITIES

- 4.1. The Group shall be responsible to:
 - 4.1.1. develop a work plan to perform joint wellhead protection activities;
 - 4.1.2. develop programs to achieve common wellhead education and protection objectives;
and
 - 4.1.3. recommend to the governing bodies of the Cities and County whether to have the County contract with a consultant under the terms of this agreement;
 - 4.1.4. apply for funds from any source it may identify.

5. JOINT POWERS ACTIVITIES

- 5.1. Activities authorized by this agreement are to:
 - 5.1.1. Investigate methods and costs to jointly implement wellhead protection activities.
 - 5.1.2. Determine process in which joint wellhead protection activities will be implemented.
 - 5.1.3. Request consultant(s) qualifications and proposals to implement part or the entire Group's work plan.
 - 5.1.4. Seek grants and other methods to fund implementation of the Group's wellhead protection activities.
 - 5.1.5. Establish the apportioned costs for of each City to jointly implement the common elements indicated in their wellhead protection plans.
- 5.2. The work plan will be finalized by the Group which may require the approval of each governing body and implementation in project parts to control costs and carry out orderly wellhead protection activities.
- 5.3. Prior to implementation of a wellhead protection project, the Group Facilitator will send notice to the Cities of the cost identified for the project. Within thirty (30) days of receipt of the notice, each city must either send a letter to the Group Facilitator indicating the city's interest in participation in the project or notify the other parties of its intention to refrain from participation in the project.
- 5.4. If one or more city chooses to refrain from participation following receipt of notice provided in 5.3, the Group Facilitator will recalculate the costs identified with participation in the project and send notice of the recalculated cost to the remaining cities. If identified costs increase by more than 10%, each of the remaining cities will have thirty (30) days to reconsider participation in the project. If a city chooses to withdraw, the city must send the Group Facilitator a letter, within the ten day period, indicating the city will refrain from participation in the project. If an additional city or cities choose to withdraw, the Group will reevaluate the work plan and associated costs before sending a new notice under 5.3.

6. FUNDING

- 6.1. Costs of for the Group's wellhead protection projects shall be allocated to each member city based on the proportion that each city's factors represent the total factor of all participating cities. The factors to be used shall be equally weighted and apportioned relevant to its presence and impact on each member party's wellhead plan goals.
- 6.2. The costs to be allocated to the cities shall be reduced by the amount of any grants received before allocation of the costs.
- 6.3. Each city will make payment of its pro-rata share for authorized activity expense to the County.
- 6.4. Funds paid by the Cities or received from any other source shall be managed by the County.
- 6.5. Payments from the Cities must be received by the County before the County will incur any fiscal obligation.

- 6.6. All funds disbursed by the County pursuant to this agreement shall be disbursed in a manner that is consistent with the method provided by law.
- 6.7. A strict accounting shall be made of all funds and a report of all receipts and disbursements shall be made by the County upon request.

7. COUNTY SERVICES

- 7.1. The County shall provide services to facilitate and assist the Group in the conduct of its affairs. The Environmental Services unit of the Anoka County Community Health and Environmental Services Department shall provide these services.
- 7.2. The County shall serve as fiscal agent for the Group for the purpose of receiving and dispersing funds as authorized by the Group and entering into contracts or grant applications on behalf of the Group.
- 7.3. The County shall maintain records and documents relating to matters that are the subject of this agreement. All such records shall be retained for a period of at least three years after termination of this agreement and, upon request of any party, shall be retained for any additional period requested. The records shall be available to inspection, review and audit by the parties and the State Auditor as provided by law during regular business hours.

8. CONTRACTS

- 8.1. Contracts and grant applications made pursuant to this Agreement shall be made by the County and shall conform to the requirements applicable to the County.

9. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

- 9.1. In accordance with the County's Affirmative Action Plan and the County Commissioners' policy against discrimination, no person shall illegally, on the grounds of race, color, religion, sex, marital status, sexual orientation, public assistance status, handicap, age, or national origin, be excluded from full employment rights in, participation in, be denied benefits of, or be otherwise subjected to discrimination under and program, service or activity hereunder in accordance with the provisions of any and all applicable federal and state laws against discrimination.
- 9.2. During the performance of this agreement, the Group and its agents shall comply with all applicable laws, ordinances, and regulations, including federal, state and local nondiscrimination regulations.

10. WITHDRAWAL

- 10.1. Any party shall have the right to withdraw from this agreement in the following manner: The governing body of the withdrawing party shall pass a resolution declaring its intention to withdraw effective on a specified date, which date shall not be less than thirty (30) days from the date of the resolution, and shall send a copy of the resolution to each party's governing body not less than thirty (30) days before the effective date of withdrawal.

10.2. Withdrawal by a party shall not result in the discharge of any legal or financial liability incurred by that party before the effective date of withdrawal.

11. TERMINATION

11.1. This Agreement shall be terminated upon completion of the Groups' approved work plan activities adopted by member cities. Anoka County, as Group facilitator, shall send a notice of termination to each party upon completion of the Group's activities.

11.2. This Agreement may be terminated upon mutual agreement of the parties by a joint resolution passed by the parties' governing bodies.

11.3. This Agreement shall terminate if, due to the withdrawal of parties, there is less than four remaining parties.

12. DISTRIBUTION OF PROPERTY

12.1. Upon termination of this Agreement, any remaining funds or property acquired under the terms of this Agreement shall be distributed to the cities in proportion to the respective contribution of the cities.

12.2. Upon termination of this Agreement, any payments due and owing or other unfulfilled financial obligations of a member party shall continue to be a lawful obligation of the party.

13. NOTICE

13.1. For purpose of notices to be given under this agreement, notices shall be directed as set forth:

Anoka City Council
2015 First Avenue N.
Anoka, MN 55303

Coon Rapids City Council
11155 Robinson Drive
Coon Rapids, MN 55433-3761

Ramsey City Council
7550 Sunwood Drive NW
Ramsey, MN 55303

Blaine City Council
10801 Town Square Drive
Blaine, MN 55449

Fridley City Council
6431 University Avenue NE
Fridley, MN 55432

Spring Lake Park City Council
1301 – 81ST Avenue NE
Spring Lake Park, MN 55432

Centerville City Council
1880 Main Street
Centerville, MN 55038-9794

Lexington City Council
9180 Lexington Avenue
Lexington, MN 55014

Anoka County Board
Government Center
2100 Third Avenue
Anoka, MN 55303

Circle Pine City Council
200 Civic Heights Circle
Circle Pines, MN 55014

Lino Lakes City Council
600 Town Center Parkway
Lino Lakes, MN 55014

14. ENTIRE AGREEMENT

14.1. This joint powers agreement constitutes the entire agreement of the parties on the matter related hereto.

14.2. This agreement shall not be altered or amended, except by agreement in writing signed by the parties hereto.

14.3. The Group may recommend amendments to this agreement to the governing bodies of the parties for their consideration.

15. SIGNATURES

15.1. All parties to this Agreement need not sign the same copy of the Agreement.

15.2. An original Agreement signed by each party to this Agreement shall be maintained in the Office of the Anoka County Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this day stated below:

County of Anoka

City of _____

By: _____
Board of Commissioner Chair

By: _____
Mayor

By: _____
County Administrator

By: _____
City Manager

Dated: _____

Dated: _____

Approved as to form:

By: _____
Assistant County Attorney

Wellhead Protection Implementation Joint Powers Agreement First Addendum

THIS AGREEMENT is made and entered into by and between the cities Andover, Columbus, Coon Rapids, East Bethel, Ramsey and St. Francis (hereinafter referred to as Joining Cities), the County of Anoka (hereinafter referred to as "County"), and the cities Anoka, Blaine, Centerville, Circle Pines, Fridley, Lexington, Lino Lakes, and Spring Lake Park (Member Cities) each acting by and through its governing body, pursuant to MN Stat. §471.59 providing for the joint exercise of powers.

RECITALS

1. WHEREAS, the Member Cities entered into a Wellhead Protection Joint Powers Agreement in 1997 for the purpose of jointly preparing wellhead protection plans for their community water supplies.
2. WHEREAS, on or about September 15, 2010 the Member Cities entered into a Wellhead Protection Implementation Joint Powers Agreement to comply with the requirements of the Minnesota Department of Health to implement their wellhead protection plans for their community public water supplies and to protect their well water supply for their communities.
3. WHEREAS, the Joining Cities wish to be part of the Joint Powers Agreement.
4. WHEREAS, paragraph 14.2 of the Joint Powers Agreement requires that any amendments to this Agreement be made in writing.
5. WHEREAS, paragraph 2.2 of the Joint Powers Agreement provides that additional cities may join this Agreement following the effective date. If a city joins after the effective date that city is responsible for its proportionate share of any expenses incurred in implementing this Agreement for which the city will receive a benefit.

NOW THEREFORE, the terms of the Joint Powers Agreement shall be amended as follows:

1. Paragraph 2.2 shall be amended as follows:
 - 2.2 Additional cities located in Anoka County may join this Agreement following the effective date of the First Addendum. A City shall become a party to this Joint Powers Agreement upon receipt of a Resolution by the Governing Board of the City that authorizes that City to become a party to this Agreement. No formal Addendum to the Agreement is necessary.
 - 2.3. If a city joins after the effective date that city is responsible for its proportionate share of any expenses previously incurred in implementing this Agreement for which the city will receive a benefit. The share shall be established by the existing members and shall be paid in accordance with § 6.1 and 6.3.
2. Paragraph 13.1 shall be amended as follows:

13.1 For purpose of notices to be given under this agreement, notices shall be directed as set forth:

Andover City Council
1685 Crosstown Blvd. NW
Andover, MN 55304

Anoka City Council
2015 First Avenue N.
Anoka, MN 55303

Blaine City Council
10801 Town Square Drive
Blaine, MN 55449

Centerville City Council
1880 Main Street
Centerville, MN 55038-9794

Circle Pine City Council
200 Civic Heights Circle
Circle Pines, MN 55014

Columbus City Council
16319 Kettle River Blvd. NE
Columbus, MN 55025

Coon Rapids City Council
11155 Robinson Drive
Coon Rapids, MN 55433-3761

East Bethel City Council
2241 – 221st Ave NE
East Bethel, MN 55011

Fridley City Council
6431 University Avenue NE
Fridley, MN 55432

Lexington City Council
9180 Lexington Avenue
Lexington, MN 55014

Lino Lakes City Council
600 Town Center Parkway
Lino Lakes, MN 55014

Ramsey City Council
7550 Sunwood Drive NW
Ramsey, MN 55303

Spring Lake Park City Council
1301 – 81st Avenue NE
Spring Lake Park, MN 55432

St. Francis City Council
23340 Cree St. NW
St. Francis, MN 55070

Anoka County Board
Government Center
2100 Third Avenue
Anoka, MN 55303

3. All other previously agreed upon terms remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this day stated below:

County of Anoka

City of _____

By: _____
Board of Commissioners Chair
Rhonda Sivarajah,

By: _____
Mayor

Attest:

By: _____
City Manager

By: _____
Jerry Soma
County Administrator

Dated: _____

Dated: _____

Approved as to form:

By: _____
Assistant County Attorney

Anoka County Municipal Wellhead Protection Group

Member List

February 26, 2014

<p>Pete Klingingberg City of Anoka 2015 First Avenue N. Anoka, MN 55303 Voice: 763-576-2782 Fax: 763-576-2909 pklingenberg@ci.anoka.mn.us</p>	<p>Jim Kosluchar City of Fridley 6431 University Avenue NE Fridley, MN 55432 Voice: 763-572-3550 Fax: 763-571-1287 Koslucharj@ci.fridley.mn.us</p>
<p>Jim Hafner (Chair) City of Blaine 10801 Town Square Dr. NE Blaine, MN 55449 Voice: 763-785-6188 Fax: 763-785-6139 JamesH@ci.blaine.mn.us</p>	<p>Bill Petracek City of Lexington 9180 Lexington Avenue Lexington, MN 55014-3531 Voice: 763-354-2805 Fax: 763-785-8951 bplexington@comcast.net</p>
<p>Paul Palzer City of Centerville 1880 Main Street Centerville, MN 55038-9794 Voice: 651-429-4750 Fax: 651-429-8629 ppalzer@centervillemn.com</p>	<p>Marty Asleson City of Lino Lakes 600 Town Center Parkway Lino Lakes, MN 55014 Voice: 651-982-2435 Fax: Marty.asleson@ci.lino-lakes.mn.us</p>
<p>Terry Randall City of Spring Lake Park 1301 – 81st Avenue NE Spring Lake Park, MN 55432 Voice: 763-784-6491 Fax: 763-784-3638 trandall@slpmn.org</p>	<p>Jim Keinath (Vice Chair) City of Circle Pines 200 Civic Heights Circle Circle Pines, MN 55014 Voice: 763-784-5898 Fax: 763-785-2859 jkeinath@ci.circle-pines.mn.us</p>
<p>Spencer Pierce, Manager (non-voting member) Anoka County Environmental Services 360 Government Center 2100 Third Avenue N. Anoka, MN 55303-2264 Voice: 763-422-7068 Fax: 763-323-6150 spencer.pierce@co.anoka.mn.us</p>	<p>Bart Biernat (Staff) Anoka County Environmental Services 360 Government Center 2100 Third Avenue N. Anoka, MN 55303-2264 Voice: 763-422-6985 Fax: 763-323-6150 bart.biernat@co.anoka.mn.us</p>

2015 URRWMO DRAFT Budget 3/4/14

	<u>Cost</u>	<u>Bethel</u> 1.08%	<u>East Bethel</u> 24.21%	<u>Ham Lake</u> 0.99%	<u>Nowthen</u> 23.66%	<u>Oak Grove</u> 29.69%	<u>St. Francis</u> 20.37%
<u>ACD 2012 Work Recommendations</u>							
Lake Level Monitoring - Lake George, East Twin Lake, Cooper Lake, Minard Lake	\$1,000.00	\$10.80	\$242.10	\$9.90	\$236.60	\$296.90	\$203.70
Stream Water Quality Monitoring basic sites - Rum at CR24, Rum at CR7, Seelye Br at CR7, Cedar Cr	\$4,050.00	\$43.74	\$980.51	\$40.10	\$958.23	\$1,202.45	\$824.99
St. Francis High School Rum River Biomonitoring	\$825.00	\$8.91	\$199.73	\$8.17	\$195.20	\$244.94	\$168.05
Reference Wetland Hydrology Monitoring - East Twin reference wetland, Lake George reference wetland, Cedar reference wetland	\$1,725.00	\$18.63	\$417.62	\$17.08	\$408.14	\$512.15	\$351.38
Website - Annual Operations (hosting \$100, Domain name \$10, Maintenance \$250, Post minutes x 6 \$60, Post agendas x 6 \$60)	\$480.00	\$5.18	\$116.21	\$4.75	\$113.57	\$142.51	\$97.78
URRWMO Annual Education	\$500.00	\$5.40	\$121.05	\$4.95	\$118.30	\$148.45	\$101.85
Publication/Newsletter Article	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Matching Fund for Future Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water Quality Cost Share Grant Fund	\$8,580.00	\$92.66	\$2,077.22	\$84.94	\$2,030.03	\$2,547.40	\$1,747.75
<u>ADMINISTRATIVE BUDGET (Split equally six ways)</u>							
Copies & Postage	\$25.00	\$4.17	\$4.17	\$4.17	\$4.17	\$4.17	\$4.17
Recording secretary	\$1,200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
Insurance-League of MN Cities insurance trust	\$2,200.00	\$366.67	\$366.67	\$366.67	\$366.67	\$366.67	\$366.67
Annual Financial Report to State Auditor prepared by ACD	\$300.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Annual Report to BWSR prepared by ACD	\$700.00	\$116.67	\$116.67	\$116.67	\$116.67	\$116.67	\$116.67
	\$4,425.00	\$737.50	\$737.50	\$737.50	\$737.50	\$737.50	\$737.50
Budget Total	\$13,005.00	\$830.16	\$2,814.72	\$822.44	\$2,767.53	\$3,284.90	\$2,485.25
First 1/2 of budget due on or before January 1	\$6,502.50	\$415.08	\$1,407.36	\$411.22	\$1,383.77	\$1,642.45	\$1,242.63
Second 1/2 of budget due on or before July 1	\$6,502.50	\$415.08	\$1,407.36	\$411.22	\$1,383.76	\$1,642.45	\$1,242.62

Previous Budgets

2014 Budget was \$13,005
2013 Budget was \$11,990
2012 Budget was \$12,415
2011 Budget was \$16,617
2010 Budget was \$18,185
2009 Budget was \$13,130
2008 Budget was \$26,205 (3rd Generation Plan)

Request for Notice of Special Meetings:

Public bodies must allow for individuals to make a written request for notice of special meetings. The notice must be mailed or delivered at least three days before the meeting. The request may be limited to notification of meetings concerning only particular subjects. The public body may set an expiration date for the requests and require refiling once a year (Minnesota Statutes, section 13D.04, subdivision 2).

Name of Requestor: _____

Mailing Address or Email Address: _____

Date: _____

Check one:

Receive notice of all special meetings

Receive notice of special meetings on these subjects (please describe):

Requests for notice of special meetings expire on _____ (date) each year. You will receive notice to renew your request not more than 60 days before the expiration date.

**City of
St. Francis**

POSITION PROFILE

Effective Date: April 2014

Position Title: Part Time Community/Economic
Development Specialist

Status: Non-Exempt

Department: Community Development

Approved: _____

Accountable to: City Administrator

Primary Objectives

Performs responsible professional work managing comprehensive planning, land-use, zoning, communications, marketing and economic development; performs related duties as assigned.

Supervision Received

Receives administrative supervision from the City Administrator.

Supervision Exercised

None.

MAJOR AREAS OF ACCOUNTABILITY

- *1. Formulates, recommends and advises the City Administrator on economic and community development policies and programs.
- *2. Coordinates, develops and completes communication utilizing social media;
3. Develops and administers a city marketing plan.
4. Assesses economic development needs, determines the extent and priority of needs, and works with Finance Director to determine current availability of funding.
5. Develops long-term strategies designed to support and manage development and evaluates programs and initiatives annually.
6. Assures that all required reports and documents are forwarded to the City Administrator and/or City Council, funding and regulatory agencies and that reports are timely and accurate; prepares and submits grant applications and administers grants received.

- 7 Provides guidance to the public and responds to citizen questions, complaints, and information requests; investigates and resolves concerns as appropriate.
8. Coordinates and facilitates City planning, economic development and community development initiatives with private sector groups, school district, professional organizations, adjacent communities, and relevant metropolitan, state and national organizations.
9. Reviews development proposals, plans, agreements and works with the Building and Planning Departments to ensure they meet City ordinances, Council conditions and policies; prepares reports with sound recommendations.
10. Provides staff support to Commissions, Committees and the City Council including preparing reports, attending meetings and making presentations as needed.
11. Meets with applicants to review development proposals, provide information and suggests alternatives to resolve problems; conducts field inspections to review sites and enforce codes and ordinances.
12. Responds to resident, developer and contractor concerns; explains policies and procedures; advises on code compliance and keeps all relevant parties informed of issues and plans.
13. Monitors and communicates new laws, rules and regulations affecting the City in relevant areas.
14. Assists the City Administrator in preparing background information for the Capital Improvement Plan.
15. Ensures union contracts, personnel policies and safety rules are followed.
16. Performs other duties as needed or assigned.

KNOWLEDGE, SKILLS, AND ABILITIES

- * ➤ Considerable ability to communicate professionally and accurately using appropriate social media outlets.
- * ➤ Considerable ability to develop and implement a City marketing plan.
- * ➤ Considerable knowledge of principles and practices related to community and economic development, planning and zoning.
- * ➤ Considerable knowledge of state and federal laws, City ordinances and policies and regulations as they apply to economic development, planning, zoning, and land-use.
- * ➤ Considerable knowledge of program development and management and project management.
- * ➤ Considerable knowledge of budget development and administration.
- * ➤ Considerable knowledge of effective customer service practices.
- * ➤ Working knowledge of safety laws, regulations and practices that apply to the City as an employer.
- * ➤ Working knowledge of PC-based computers including a basic understanding of networks, hardware and software typically used in office environments.
- * ➤ Considerable ability to communicate effectively, both orally and in writing, with elected officials, business leaders, developers, contractors, City staff, and the general public including making formal presentations.

- * ➤ Considerable ability to manage change and develop solutions to problems.
- * ➤ Considerable ability to develop, plan, organize, implement and monitor programs, policies, and projects.
- * ➤ Considerable ability to provide effective leadership and promote teamwork.
- * ➤ Considerable ability to deal effectively with people of all backgrounds and to maintain positive and effective working relationships with advisory groups, City officials, and the general public.
- * ➤ Considerable ability to involve the public in a positive and collaborative manner and to actively seek input on interests and preferences.
- * ➤ Considerable ability to research and analyze information, utilize resources and develop alternatives.
- * ➤ Considerable ability to use creativity and sound judgment to resolve differences and respond to challenges.
- * ➤ Considerable ability to see, read, understand a variety of written documents and computer screens.
- * ➤ Considerable ability to use fine motor skills to write and/or type and to operate a personal computer.
 - Working ability to supervise and motivate staff and volunteers either directly or through others.
 - Working ability to prepare and administer an annual budget.
 - Working ability to maintain a good driving record and drive safely and legally.
- * ➤ Working ability to hear and speak when communicating with a large variety of people and to sit for long periods of time.

MINIMUM QUALIFICATIONS

- Bachelor's Degree in Public Administration, Planning, Urban Studies or a related field.
- Must possess and maintain a valid Minnesota driver's license or equivalent out-of-state license.

* Note: Asterisked items are essential to the job.