

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
December 1, 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 – November 17, 2014
 - b. URRWMO Minutes – November 11, 2014
 - c. Termination of Intermittent part time position at City Hall
 - d. Pay Estimate No. 3 to North Pine Aggregate, Inc. of Forest Lake for the Aztec Street Improvements
 - e. 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
 - a. 2015 Proposed Budget Discussion
7. Ordinances & Resolution
8. Reports of Consultants & Staff Members
 - a. Engineer: Pederson Drive Pedestrian Study– Resolution 2014-42
 - b. Attorney:
 - c. Staff:
 - Building Official:
 - Finance Dept.
 - Fire Dept.: Anoka County Joint Fire Protection Council Joint Powers Agreement
SCBA Replacement Bottles
 - Public Works: Update on New Hire for 2015
 - Liquor Store:
 - Police:
 - City Administrator Report: Separation Agreement and Release of Claims
9. Reports from Council Members
10. Report from Mayor
11. Old Business
12. New Business
13. Adjournment

Calendar of Events

- Dec 4: SF Area Chamber of Commerce Holiday Wine Tasting @ The Refuge Golf Club 6- 8 pm
Dec 6: Fire Department Informational Meeting for potential new fire fighters @ Fire Station 9 am
Dec 6: Breakfast with Santa @ American Legion 9-11:30 am Sponsored by SF Lioness
Dec 6: Kick-Off Pioneer Days 2015 Information @ American Legion 9-11:30 am
Dec 15: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm
Dec 18: Picture with Santa @ Police Department Lobby 5-8 pm

TO: Mayor & City Council
FROM: Paul Teicher, Acting City Administrator
RE: Agenda Memorandum – December 1, 2014 Meeting

Agenda Items:

4. Consent Agenda:

c. *Intermittent Part Time Employee:* The City has a part time employee, Rosalie Gray who we have not utilized since May of 2013. This part time position was not budgeted for in 2015. A letter was sent to Ms. Gray stating as of December 2014 this position would end.

d. *Aztec Street NW Improvement:* Attached is Pay Estimate No. 3 for the Aztec Street Improvement project in the amount of \$10,862.56. Appropriate retainage has been withheld.

6. Petitions, Requests, Applications:

a. *2015 Proposed Budget Discussion:* City Finance Director Darcy Mulvihill will discuss the 2015 Budget and seek any final Council or citizen input into the 2015 Budget. Although this is not a hearing, citizen input is required on this agenda item. You will find the 2015 Proposed Budget on the City's website under Depts/Finance.

7. Ordinances & Resolutions:

8. Reports:

a. **Engineer:** *Pederson Drive Pedestrian Study– Resolution 2014-42:* City Engineer Jared Voge completed the Pedestrian Study the City Council authorized. In addition, city staff also evaluated the existing speed limits along Pederson Drive between Hwy 47 and Ambassador Blvd and potential street improvements. Voge provided a memorandum explaining the steps that were and will needed to be completed for this project. One recommendation is to request a reduction in the speed limit from 50 mph to 35 mph. A motion would be in order to adopt Resolution 2014-42 requesting this speed limit reduction.

b. **Attorney:**

c. **Staff:**

Building Official:

Fire: *Anoka County Joint Fire Protection Council Joint Powers Agreement:* The cities of Anoka, Champlin, Andover, Bethel, Centerville, Lino Lakes, Circles Pines, Coon Rapids, Columbia Heights, East Bethel, Fridley, Ham Lake, Hilltop, Lexington, Nowthen, Oak Grove, Ramsey, St. Francis, Spring Lakes Park, Blaine, Mounds View, and the Township of Linwood have determined that it is mutually beneficial for them to join together to improve the efficiency and effectiveness of fire and emergency services to the public within the geographic service area. They also address the long term needs for fire-fighting and emergency equipment, fire records data systems, fire-fighter and EMS training, fire prevention, fire inspection, fire-related public education, and other fire and emergency related essentials. A motion would be in order to enter into the Anoka County Fire Protection Council Joint Powers Agreement.

SCBA Replacement Bottles: The Carbon Fiber material SCBA bottles may be hydro tested every 5 years with a maximum of 2 hydro tests. After the 3rd 5 year term, or 15 years, the bottles must be replaced. The 25 bottles in this case were purchased in the year 2000 and must be replaced. Staff has obtained a quote for new bottles at \$876.50 each or a total of \$21,912.50. A motion would be in order to purchase 25 new SCBA bottles from Alex Air (authorized distributor) in the amount of \$21,912.50.

Public Works: *Update on New Hire for 2015:* Staff is working on gathering information on the hiring of a full time Streets/Parks employee in the Public Works Department for 2015. At the December 15, 2014 City Council meeting the City Council will be adopting the 2015 Budget. This additional employee is a budgeted item in the 2015 Budget. Therefore; I will wait and ask for authorization to advertise for this position at the December 15, 2014 Council meeting.

Liquor Store:

Police:

City Administrator: *Separation Agreement and Release of Claims involving the City Administrator:* This Agreement will be a public document. The six month severance amount, the vacation and one-half sick leave payouts are pursuant to the Administrator's employment agreement and City personnel policies. The other payments are consideration for release of any claims the City Administrator may have. Because personnel data is considered generally private under the Government Data Practices Act, council should avoid (or at the very least limit to the extent absolutely necessary to consider this issue) public discussion of any issues associated with this matter other than a discussion of whether to approve this document. If council is supportive, a motion would be in order to approve the Separation Agreement and Release of Claims.

11. Old Business:

12. New Business:

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

CITY COUNCIL MINUTES

November 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 Tim Brown and Chris McClish. Steve Kane excused. Amy Lazere absent. Also present were City Attorney Scott Lepak (Barna, Guzy & Steffen), Police Chief Jeff Harapat, Public Works Director Paul Teicher, Fire Chief Dean Kapler, Building Official Andy Schreder, Finance Director Marcy Mulvihill, City Clerk Barb Held and Council Elect Rich Skordahl.

Council member Lazere arrived at 6:01 pm.

a. **City Council Minutes-November 3, 2014:** MOTION BY BROWN SECOND McCLISH TO APPROVE THE NOVEMBER 3, 2014 CITY COUNCIL MINUTES. Motion carried 4-0.

b. **Special City Council Minutes-November 12, 2014:** MOTION BY BROWN SECOND LAZERE TO APPROVE THE SPECIAL CITY COUNCIL MINUTES OF NOVEMBER 12, 2014 THAT INCLUDED RESOLUTION 2014-39 A RESOLUTION ACCEPTING THE RESULTS OF THE 2014 GENERAL ELECTION HELD TUESDAY, NOVEMBER 4, 2014. Motion carried 4-0.

Mayor Tveit thanked Steve Kane, who was not here this evening for filling the vacancy created by Mike Haggard's resignation.

Tveit would like to pause and have Richard Orpen take the Oath of Office.

Oath of Office: City Attorney Scott Lepak administered the Oath of Office to Richard Orpen who is filling the unexpired two-year term due to the resignation of Michael Haggard. The council welcomed Richard Orpen.

3. **Adopt Agenda:** MOTION BY LAZERE SECOND McCLISH TO ADOPT THE NOVEMBER 17, 2014 CITY COUNCIL AGENDA. Motion carried 5-0.

4. **Consent Agenda:** MOTION BY LAZERE SECOND BROWN TO APPROVE THE NOVEMBER 17, 2014, CITY COUNCIL CONSENT AGENDA AS FOLLOWS:

a. Payment of Claims \$345,500.32 (Check #68153-68243 \$ 245,367.95 and ACH 100E & 101E \$100,132.37)

Motion carried 5-0.

5. **Meeting Open to the Public:** Bob and Mary Olson, 7175-245th Avenue NW, Isanti County. We understand you have business on the agenda regarding 245th Joint Powers Agreement. We always considered 245th a small township road. We request that maintenance be

approved especially snow plowing. We have contacted St. Francis Public Work Department but they had trouble turning their equipment around. This road is a partially registered road. The Isanti side was recorded but the Anoka County side was never recorded back in 1988. There is a limited number of people that live on this road. A Stanford Township board member said they are not sure how they are going to address the Joint Powers Agreement. Bob said we want to work with the city but are not sure what the document says. Mary said we are here for the other residents too. The easements obtained should be equal on both sides of the road. Tveit asked how many residents live on this road. Bob said three but we own 75% percent of the property along the road. We just want to be kept informed on what is going on.

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

a. **Tammy Omdal of Northland Securities: Long Range Financial Planning:** Tammy Omdal was present to discuss the item in the City Council packet on the long range financial planning. This gives you a tool for a continuous plan to manage the City. Tveit asked how would future councils use this. Omdal stated this would be a better tool for staff to use for budgeting purposes. Tveit asked Teicher is this something that we could use? Teicher said it is up to the City Council but it would be utilized. Tveit asked how would we identify the funding source. Teicher stated each department would contribute to pay their allocation. Lazere asked about the maintenance of this plan. Omdal said once the initial plan is completed, it will be given to the City and then the staff would make the annual or necessary changes. Lazere so this is a one-time fee for the plan. Omdal said yes. **MOTION BY LAZERE SECOND McCLISH ENTER INTO THE FINANCIAL PLANNING AGREEMENT WITH NORTHLAND SECURITIES, INC.** Orpen asked is this something the staff would be able to utilize. Teicher said yes we did see some samples and Finance Director Darcy Mulvihill said she feels comfortable using it. Motion carried 5-0.

7. **Ordinances & Resolutions:**

a. **Resolution 2014-35: Certifying Assessments for Delinquent Utilities, Miscellaneous Invoices, Administrative Fines and unpaid Escrow Accounts:** This was tabled at the last City Council meeting for clarification on the background of the Administrative Fines Roger Hjellning received. Tveit stated in the packet there was a document showing about 15 or 16 different documents or contracts in 2013. Lazere asked if this property is cleaned up. Tveit said it is my understanding the property still is not cleaned up. Building Official Andy Schreder said the property owner had made a goal to have it cleaned up by last November but it is still not cleaned up. Lazere asked if he still is being fined. Schreder said no he is not incurring fines this year. Tveit said I think the property is making some progress and this program gives them time. Brown said I did go out to the property and it does need work however, he is on a fixed income and has lived there for 30 years. I think we need to look on these case by case. I do not want anybody put out of there place. Tveit said but we should not change or alter our ordinance for a one time occurrence. Currently this is our policy. Orpen said 18 months should be plenty of time to have it cleaned up. **MOTION BY LAZERE SECOND ORPEN TO ADOPT RESOLUTION 2014-35 A RESOLUTION AUTHORIZING AND DIRECTING CERTIFICATION OF MUNICIPAL UTILITY SERVICES, MAINTENANCE OF PRIVATE PROPERTY, ADMINISTRATIVE CIVIL NOTICE FEES, REPAIR OF LEAKS AND UNPAID ESCROW ACCOUNTS AS A LIEN UPON PREMISES.** Motion carried 4-1. Brown voting nay.

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

a. **Engineer: 1) New Kerry Street alignment associated with the Bridge Street project – “Municipal State Aid Designation” – Resolution 2014-40 and Resolution 2014-41:** City Engineer Jared Voge gave an over view of his memorandum in regards to Municipal State Aid Streets. The roundabout construction will affect the Kerry Street designation as a MSA street. Within this project Kerry Street configuration will change and it will no longer be considered for Municipal State Aid. Adoption of the two resolutions will enable the City to utilize State Aid funds for the City’s portion of the costs associated with the Kerry Street re-alignment, which is part of Anoka County’s 2015 Bridge Street Improvement Project. MOTION BY BROWN SECOND McCLISH TO ADOPT RESOLUTION 2014-40 A RESOLUTION REVOKING MUNICIPAL STATE AID STREETS. Motion carried 5-0. MOTION BY McCLISH SECOND LAZERE TO ADOPT RESOLUTION 2014-41 A RESOLUTION ESTABLISHING MUNICIPAL STATE AID STREETS. Motion carried 5-0.

2) Miscellaneous Updates: School Speed Zone and the Waste Water Treatment Facility Project: Voge gave an update on school speed zone. The metro division of MnDOT supports the change but does not know what the change will be. As soon as I receive any documentation, I will forward it on to the city council stated Voge. Staff has been assembling documents for the WWTF upgrade. We have toured other facilities that are similar what is being planned for St. Francis. We are currently on track for the PFA deadline in March.

3) Joint Powers Agreement with Stanford Township regarding 245th: City Planner Nate Sparks provided a memorandum on the 245th Avenue Easement issue. The Olson’s gave a very good background on this street. The City has been working with Stanford Township on a Joint Powers agreement regarding the sharing of maintenance responsibilities for 245th Avenue NW (East of Nacre Street). When researching the right-of-way documents in order to create a cul-de-sac for a turn around, it was discovered that the right-of-way easements for 245th East of Nacre Street were not completely recorded. Staff is requesting permission to acquire the easements needed and continue working with Stanford Township Board on defining the right-of-way and the Joint Powers Agreement. Tveit stated so Stanford Township will maintain this road. Voge stated nothing is in writing at this time. Tveit asked if the cost of obtaining the easements will that be a shared cost? Voge said it is our understanding there would be no cost associated with acquiring the easements. MOTION BY LAZERE SECOND McCLISH TO AUTHORIZE CITY STAFF TO ACQUIRE THE NEEDED EASEMENTS AND WORK WITH STANDFORD TOWNSHIP ON A JOINT POWERS AGREEMENT. Motion carried 5-0.

b. **Attorney: Closed meeting pursuant to Minn. Stat. Sec. 13D.05 to discuss allegations or charges against individual subject to council authority:** Lepak requested a motion to go into a closed session. Motion by Tveit second Lazere to go into a closed meeting at 6:49 pm. Motion carried 5-0.

The City Council was back in session at 7:06 pm. Lepak stated he has nothing further to report.

c. **Staff:**
Building Official:

Finance Dept.: Fire Dept.: Department Update: Chief Kapler explained the recruitment process for hiring new fire fighters. Chief Kapler stated the first step is an informational meeting that will be held on December 6, 2014 starting at 9:00 am at the fire station. We want the potential firefighters to bring in their significant others with so they can learn about the time commitment of being a firefighter.

Public Works:

Liquor Store:

Police Dept.:

City Administrator: Lepak stated at the last meeting there was discussion about not having more than two council members on the EDA. Mayor Tveit since then submitted his letter of resignation. Council member Orpen was a community member appointment to the EDA. MOTION BY TVEIT SECOND LAZERE TO APPOINT COUNCIL MEMBER ORPEN TO THE EDA AS A COUNCIL REPRESENTATIVE. Motion carried 5-0. Lepak stated with that action there is a vacancy on the EDA for a resident member. We could solicit candidates just like other commissions with posting it on the website along with posting notice. Council agrees with this process.

9. **Reports from Council Members:** Brown wants to wish everyone a safe and Happy Thanksgiving and to be thankful for what you have.

Orpen stated he is excited to be here and work for the City for the next couple of years.

10. **Report from Mayor:** I know the last week has been trying for our residents and our public works department with the amount of snow we received. I got calls from residents about the roads so maybe we should hire an additional worker for our public works department. In the budget, Tveit asked Teicher are there funds to hire an additional employee in the public works department. Teicher reported we have budgeted a person in the street/parks department for 2015 and one in the water/wastewater department for 2016. Tveit stated I would like the city council to think about hiring in these two departments. McClish said I would support a hire in 2015. Tveit asked would the Council be opposed for staff to place this on the agenda. Council agreed to place this on a future agenda. Orpen said he would like to see how this person would be utilized.

11. **Old Business:** None.

12. **New Business:** Tveit said I would like to tweak our administrative fine program. I don't think we need to change the ordinance but look at the wording. Some landowners are trying and some don't even try and hopefully we can try and work with the property owners. Brown said I think location is key but not sure how we are going to change it.

13. **Adjournment:** The Regular City Council meeting adjourned at 7:23 pm.

Upper Rum River Watershed Management Organization
Meeting Minutes for November 11, 2014

1. CALL TO ORDER

Chair Dan Denno called the meeting to order at 7:02 pm.

2. ROLL CALL

Present: Dan Denno, Chair
Todd Miller
Lan Tornes, Vice Chair
John Wangenstein
Kevin Armstrong, Secretary
Heidi Moegerle
Ann Arcand
Absent: Richard Walstrom
Scott Heaton
Calvin Bahr
Malcolm Vinger II
Steve Kane

3. APPROVAL OF AGENDA

Moegerle moved and Tornes seconded to approve the agenda as presented. All in favor, motion carried.

4. APPROVAL OF MINUTES

Armstrong moved and Miller seconded to approve the September 2, 2014 minutes as written. All in favor, motion carried.

5. TREASURER'S REPORT

Armstrong reported a balance of \$6,622.49 as of 9/30/14. Armstrong also signed the required signatures paper work for the bank account.

6. UNFINISHED BUSINESS

A. Receipt of PIN from insurance company and reapplication for insurance update – Denno reported that he mailed a check to the League of Minnesota Cities Insurance Trust for \$2,275. Neither a PIN nor reapplication was needed.

B. Recommended PRAP action item adopt a data practices policy update – Denno and Armstrong will secure policies from other organizations to use as samples for drafting a policy.

C. Groundwater/aquifer use by other cities update – Moegerle distributed a DNR update for the North & East Metro Groundwater Management Area (GWMA), along with a copy of the draft working boundary for the GWMA (which impacts both the URRWMO and SRWMO), and a Project Advisory Team discussion schedule. Minneapolis has gone with drilling wells, in lieu of using groundwater. This practice has the potential to deplete and degrade northern aquifers. Moegerle encouraged members to attend future meetings.

D. Status of adopted ordinances by member cities as required by the Plan – ACD emailed members a

copy of the Upper Rum River WMO Annual Report 2013 e. Status of Local Plan Adoption and Implementation. 'To track member cities' progress on local plan implementation, the URRWMO requires a brief annual report from each city and provides a template for this report. In addition to serving as a reporting tool, we hope that the template serves as a "to do" list for our cities.' Bethel, East Bethel and St. Francis failed to submit a 2013 annual report.

7. NEW BUSINESS

A. Anoka Conservation District 2015-2019 Comprehensive Plan Draft Review comments – The Plan draft was sent only to Gessner and not board members. Gessner will forward it to board members who should then submit any comments directly to ACD.

8. MAIL

MAWD 2014 Annual Meeting and Trade Show Dec. 4-6 in Alexandria, MN.

9. OTHER

A. Regarding the PRAP Level II Final Report: Upper Rum River WMO, Denno questioned what agency(s) proposed that the URRWMO be responsible for monitoring and/or enforcing member cities to perform such activities as street sweeping, curbside clean-up, etc. since the URR has no enforcement power. Denno also addressed doing an audit as noted in the PRAP final report in accordance with the Joint Powers Agreement (JPA). Based on member cities' directives concerning finances and BWSR looking to change the statute concerning audits, he suggested sending a letter to the member cities asking for direction on doing an audit, rather than moving forward at this time. Denno will draft and send a letter to city administrators.

B. Denno reported that he attended a meeting with Anoka County reps, DNR reps, and residents regarding the status of the Ditch 19 dam and to discuss the build up of debris in the channel influencing Lake George lake levels. The DNR said it owns the dam and is planning to do improvements on it within the next five years. Wangenstein asked why the Ditch 19 dam problem couldn't be handled by a few people getting together to clear out the debris? The debris is located on private property.

C. Gessner was asked to send an email to member cities verifying that the URRWMO website is linked to each city's website.

D. Moegerle moved and Miller seconded to direct Gessner to send out a billing to member cities for the 1st half of the 2015 budget. All in favor, motion carried.

10. INVOICE APPROVAL(S)

Tornes moved and Miller seconded to approve the recording secretary November invoice for \$125.00. All in favor, motion carried.

11. ADJOURN

Miller moved and Tornes seconded to adjourn. All in favor, meeting adjourned at 8:29 pm.

Gail E. Gessner, Recording Secretary
Submitted via email on 11/17/14



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November 19, 2014

Paul Teicher, Interim City Administrator
City of St. Francis
23340 Cree Street
St. Francis, MN 55070-9390

Re: Aztec Street NW Improvements
St. Francis, Minnesota
BMI Project No: R18.107800

Dear Paul:

Enclosed please find three copies of Pay Estimate No. 3 for the above referenced project. The estimate includes all work completed through October 29, 2014. I recommend that the Pay Estimate be approved as shown. If you agree, please sign all copies and return one each with payment to the contractor and one each to me for our files.

If you have any questions on the above, please call.

Sincerely,

BOLTON & MENK, INC.


Jared Vogé, P.E.
City Engineer

JAV/kg
Enclosure

PARTIAL PAY ESTIMATE NO. 3

AZTEC STREET NW IMPROVEMENTS
ST. FRANCIS, MINNESOTA
BMI PROJECT NO. R18.107800

WORK COMPLETED THROUGH OCTOBER 29, 2014

ITEM NO.	DESCRIPTION	LIMIT PRICE	ESTIMATED		QUANTITY PREVIOUS ESTIMATE	QUANTITY COMPLETED TO DATE
			BID QUANTITY	BID AMOUNT		
1	MOBILIZATION	\$ 18,000.00	1	\$ 18,000.00	1.00	1.00
2	TRAFFIC CONTROL	\$ 845.00	1	\$ 845.00	1	1.00
3	REMOVE TREES AND BRUSH	\$ 2,500.00	1	\$ 2,500.00	1	1.00
4	REMOVE BITUMINOUS PAVEMENT	\$ 5.00	405	\$ 2,025.00	975	975
5	REMOVE CONCRETE PAVEMENT	\$ 11.50	13	\$ 149.50	11	11
6	REMOVE CONCRETE CURB & GUTTER	\$ 4.30	138	\$ 593.40	136	136
7	REMOVE STORM SEWER PIPE	\$ 6.50	60	\$ 390.00	60	60
8	SALVAGE & REINSTALL 12" RC STORM SEWER PIPE	\$ 40.00	72	\$ 2,880.00	72	72
9	SALVAGE & REINSTALL 12" RC APRON	\$ 600.00	1	\$ 600.00	1	1
10	SAW CUT BITUMINOUS PAVEMENT (FULL DEPTH)	\$ 5.50	154	\$ 847.00	93	93
11	SALVAGE HYDRANT	\$ 450.00	1	\$ 450.00	1	1
12	SALVAGE GATE VALVE	\$ 450.00	1	\$ 450.00	1	1
13	COMMON EXCAVATION (P)	\$ 10.00	438	\$ 4,380.00	438	438
14	SUBGRADE EXCAVATION (EV)	\$ 8.00	125	\$ 1,000.00	CU YD	CU YD
15	COMMON BORROW (CV)	\$ 13.50	1,375	\$ 18,562.50	CU YD	1,375
16	TOPSOIL BORROW (LV)	\$ 17.50	125	\$ 2,187.50	CU YD	14
17	AGGREGATE BASE, CLASS 5 (STREET) (CV) (P)	\$ 31.00	574	\$ 17,794.00	CU YD	574
18	COMMON LABORER	\$ 75.00	16	\$ 1,200.00	1,200.00	1,200.00
19	1.5 CU YD SHOVEL	\$ 150.00	8.00	\$ 1,200.00	HOUR	HOUR
20	DOZER	\$ 145.00	8.00	\$ 1,160.00	HOUR	HOUR
21	12 CU YD TRUCK	\$ 105.00	8.00	\$ 840.00	HOUR	HOUR
22	3 CU YD FRONT END LOADER	\$ 150.00	8.00	\$ 1,200.00	HOUR	HOUR
23	SKID LOADER	\$ 120.00	8.00	\$ 960.00	HOUR	HOUR
24	BITUMINOUS PATCH - DRIVEWAY	\$ 19.40	205	\$ 3,977.00	SQ YD	235.00
25	BITUMINOUS PATCH - STREET	\$ 32.25	22	\$ 709.50	SQ YD	SQ YD
26	TYPE SP NON WEARING COURSE MIXTURE (2.B)	\$ 77.75	185	\$ 14,383.75	TON	200.4
27	TYPE SP NON WEARING COURSE MIXTURE (2.B)	\$ 72.30	246	\$ 17,785.80	TON	281
28	BITUMINOUS MATERIAL FOR TACK COAT	\$ 3.50	105	\$ 367.50	GALLON	100
29	CONSTRUCT CONCRETE CURB & GUTTER DESIGN B618	\$ 12.75	1,112	\$ 14,178.00	LIN FT	1,137.0
30	CONCRETE VALLEY GUTTER	\$ 52.25	75	\$ 3,918.75	SQ YD	54
31	7.0" DRIVEWAY APRON	\$ 54.50	58	\$ 3,161.00	SQ YD	69
32	6.0" CONCRETE WALK	\$ 6.30	370	\$ 2,331.00	SQ FT	423
33	5.0" CONCRETE WALK	\$ 5.05	2495	\$ 12,598.75	SQ FT	2592
34	12" RC APRON	\$ 650.00	2	\$ 1,300.00	EACH	2
35	15" RC APRON	\$ 675.00	1	\$ 675.00	EACH	1
36	TRASH GUARD FOR 12" APRON	\$ 340.00	2	\$ 680.00	EACH	2
37	TRASH GUARD FOR 15" APRON	\$ 395.00	1	\$ 395.00	EACH	1
38	12" RC STORM SEWER PIPE, CL V	\$ 32.00	312	\$ 9,984.00	LIN FT	305
39	15" RC STORM SEWER PIPE, CL V	\$ 33.70	189	\$ 6,368.30	LIN FT	183
40	12" PVC STORM SEWER PIPE	\$ 42.50	12	\$ 510.00	LIN FT	12
41	CONSTRUCT DRAINAGE STRUCTURE DES H	\$ 230.00	11.0	\$ 2,530.00	LIN FT	7
42	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	\$ 315.00	17.4	\$ 5,461.00	LIN FT	13.4
43	CONSTRUCT DRAINAGE STRUCTURE 18" NYOPLAST	\$ 1,670.00	1	\$ 1,670.00	EACH	1
44	CASTING ASSEMBLY (STORM)	\$ 565.00	8	\$ 4,520.00	EACH	8
45	12" CONCRETE STORM SEWER PLUG	\$ 190.00	1	\$ 190.00	EACH	1
46	CONNECT TO EXISTING STORM MANHOLE	\$ 500.00	1	\$ 500.00	EACH	1
47	7.5" BURY HYDRANT	\$ 4,200.00	1	\$ 4,200.00	EACH	1
48	6" GATE VALVE & BOX	\$ 1,350.00	1	\$ 1,350.00	EACH	1.0

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED		QUANTITY PREVIOUS ESTIMATE	QUANTITY COMPLETED TO DATE
			BID QUANTITY	BID AMOUNT		
49	6" WATERMAIN	\$ 47.00	22 LIN FT	\$ 1,034.00	22 LIN FT	\$ 1,034.00
50	CONNECT TO EXISTING WATERMAIN	\$ 850.00	1 EACH	\$ 850.00	1 EACH	\$ 850.00
51	CASTING ASSEMBLY (SANITARY)	\$ 300.00	1 EACH	\$ 300.00	1 EACH	\$ 300.00
52	ADJUST FRAME & RING CASTING	\$ 675.00	3 EACH	\$ 2,025.00	3 EACH	\$ 2,025.00
53	TRUNCATED DOMES	\$ 31.65	36 SQ FT	\$ 1,139.40	36 SQ FT	\$ 1,139.40
54	EROSION AND SEDIMENT CONTROL	\$ 4,475.00	1 LS	\$ 4,475.00	1 LS	\$ 4,475.00
55	EROSION CONTROL BLANKET, CATEGORY 0	\$ 3.15	60 SQ YD	\$ 189.00	50 SQ YD	\$ 157.50
56	SEED & FERTILIZER (MIXTURE 270)	\$ 1,055.00	0.4 ACRE	\$ 422.00	0.4 ACRE	\$ 422.00
57	HYDRAULIC SOIL STABILIZER, TYPE 8	\$ 2.10	1400 POUND	\$ 2,940.00	1,500.00 POUND	\$ 3,150.00
58	INLET PROTECTION	\$ 180.00	10.0 EACH	\$ 1,800.00	10.0 EACH	\$ 1,800.00
59	RIPRAP, CL. IV	\$ 115.00	10 CU YD	\$ 1,150.00	11.4 CU YD	\$ 1,311.00
60	SILT FENCE, MACHINE SLICED	\$ 2.60	850 LIN FT	\$ 2,210.00	800 LIN FT	\$ 2,080.00
61	BIOROLL	\$ 3.15	100 LIN FT	\$ 315.00	60 LIN FT	\$ 189.00
62	TEMPORARY ROCK CONSTRUCTION ENTRANCE	\$ 1,200.00	1 EACH	\$ 1,200.00	1 EACH	\$ 1,200.00
63	FURNISH & INSTALL STREET NAME SIGN	\$ 475.00	1 EACH	\$ 475.00	1 EACH	\$ 475.00
64	FURNISH & INSTALL SIGN PANELS, TYPE C	\$ 50.00	6.25 SQ FT	\$ 312.50	6.25 SQ FT	\$ 312.50
65	SALVAGE SIGN	\$ 250.00	1 EACH	\$ 250.00	1 EACH	\$ 250.00

TOTAL = \$ 215,067.15

\$ 205,871.90

\$ 208,969.40



PAYMENT BATCH AP 12-01-14

ASPEN MILLS

11/18/2014	157438	E 101-42210-437	Uniform Allowance	MCDONOUGH, J UNIFORMS	194.50
					\$194.50

ASSURANT EMPLOYEE BENEFITS

11/18/2014	5447229.112	E 101-41400-130	Employer Paid Insurance	DECEMBER INSURANCE	171.80
11/18/2014	5447229.112	E 101-41500-130	Employer Paid Insurance	DECEMBER INSURANCE	65.92
11/18/2014	5447229.112	E 101-42110-130	Employer Paid Insurance	DECEMBER INSURANCE	721.37
11/18/2014	5447229.112	E 101-42400-130	Employer Paid Insurance	DECEMBER INSURANCE	98.69
11/18/2014	5447229.112	E 101-43100-130	Employer Paid Insurance	DECEMBER INSURANCE	114.97
11/18/2014	5447229.112	E 101-43210-130	Employer Paid Insurance	DECEMBER INSURANCE	25.54
11/18/2014	5447229.112	E 101-45200-130	Employer Paid Insurance	DECEMBER INSURANCE	114.97
11/18/2014	5447229.112	E 601-49440-130	Employer Paid Insurance	DECEMBER INSURANCE	50.62
11/18/2014	5447229.112	E 602-49490-130	Employer Paid Insurance	DECEMBER INSURANCE	50.62
11/18/2014	5447229.112	E 609-49750-130	Employer Paid Insurance	DECEMBER INSURANCE	111.45
					\$1,525.95

BAUER BUILT INC.

11/15/2014	940026296	E 101-42110-221	Vehicle Repair & Maintenance	TIRES	974.32
					\$974.32

BELLBOY CORPORATION

11/24/2014	45804000	E 609-49751-206	Freight and Fuel Charges	FREIGHT	24.80
11/24/2014	45804000	E 609-49751-251	Liquor For Resale	LIQUOR	1,937.25
					\$1,962.05

BERNICK COMPANIES, THE

11/17/2014	177622	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	40.00
11/17/2014	177623	E 609-49751-252	Beer For Resale	BEER	79.05
					\$119.05

BJORKLUND COMPANIES

10/28/2014	19521	E 101-43100-407	Gravel Repair & Maint	CLASS 5 GRAVEL	1,004.95
					\$1,004.95

BROTHERS FIRE PROTECTION CO

11/14/2014	94237	E 101-42110-401	Repairs/Maint Buildings	SERVICE FOR DUCT 1	64.50
11/14/2014	94237	E 101-43100-401	Repairs/Maint Buildings	SERVICE FOR DUCT 1	64.50
11/14/2014	94237	E 101-45200-401	Repairs/Maint Buildings	SERVICE FOR DUCT 1	64.50
11/14/2014	94237	E 601-49440-401	Repairs/Maint Buildings	SERVICE FOR DUCT 1	64.50
11/14/2014	94237	E 602-49490-401	Repairs/Maint Buildings	SERVICE FOR DUCT 1	64.50
					\$322.50

CENTERPOINT ENERGY

11/17/2014	.1114	E 101-41940-383	Gas Utilities	CITY HALL #2	21.29
11/17/2014	.1114	E 101-41940-383	Gas Utilities	CITY HALL #1	19.85
11/17/2014	.1114	E 101-41940-383	Gas Utilities	CITY HALL #3	26.36
11/17/2014	.1114	E 101-41940-383	Gas Utilities	CITY HALL #4	25.90
11/17/2014	.1114	E 101-42110-383	Gas Utilities	POLICE/PW	470.25

11/17/2014	.1114	E 101-42210-383	Gas Utilities	FIRE	549.90
11/17/2014	.1114	E 101-42210-383	Gas Utilities	FIRE GENERATOR	28.06
11/17/2014	.1114	E 101-43100-383	Gas Utilities	POLICE/PW	117.56
11/17/2014	.1114	E 101-45200-383	Gas Utilities	WARMING HOUSE	151.07
11/17/2014	.1114	E 101-45200-383	Gas Utilities	POLICE/PW	117.56
11/17/2014	.1114	E 601-49440-383	Gas Utilities	POLICE/PW	117.56
11/17/2014	.1114	E 601-49440-383	Gas Utilities	PUBLIC WORKS (4020 ST FRAN	30.99
11/17/2014	.1114	E 601-49440-383	Gas Utilities	WATER PLANT	843.03
11/17/2014	.1114	E 602-49490-383	Gas Utilities	LIFT (23699 AMBASSADOR)	17.66
11/17/2014	.1114	E 602-49490-383	Gas Utilities	PUBLIC WORKS (4020 ST FRAN	31.00
11/17/2014	.1114	E 602-49490-383	Gas Utilities	POLICE/PW	117.56
11/17/2014	.1114	E 602-49490-383	Gas Utilities	WWTP	552.78
11/17/2014	.1114	E 609-49750-383	Gas Utilities	LIQUOR	102.39
					<hr/>
					\$3,340.77

CITY EMPLOYEES UNION, LOCAL #3

11/19/2014	111914	G 101-21707	Union Dues	DECEMBER DUES	200.00
					<hr/>
					\$200.00

COCA COLA REFRESHMENTS

11/18/2014	158098417	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	779.76
					<hr/>
					\$779.76

COLLINS BROTHERS TOWING

11/10/2014	67706	E 101-43100-408	Ice& Snow Removal	PLOW UNSTUCK	400.00
					<hr/>
					\$400.00

COLONIAL INSURANCE

11/26/2014	7129661-1205686	G 101-21712	Colonial Insurance	DECEMBER INSURANCE	221.41
					<hr/>
					\$221.41

COMPASS MINERALS AMERICA, INC

11/13/2014	71251027	G 101-14100	Inventory of Material/Supply	SALT	1,628.18
11/14/2014	71241902	G 101-14100	Inventory of Material/Supply	INVENTORY	1,723.30
11/20/2014	71256066	G 101-14100	Inventory of Material/Supply	INVENTORY	3,356.65
					<hr/>
					\$6,708.13

CRYSTAL SPRINGS ICE

11/13/2014	48575	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	131.12
11/25/2014	115746	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	35.04
					<hr/>
					\$166.16

DAHLHEIMER DIST. CO. INC.

09/17/2014	98029	E 609-49751-252	Beer For Resale	CREDIT	(320.00)
11/11/2014	100816	E 609-49751-252	Beer For Resale	BEER	(168.00)
11/12/2014	1133315	E 609-49751-252	Beer For Resale	BEER	5,555.25
11/19/2014	100870	E 609-49751-252	Beer For Resale	BEER	13,971.35
11/19/2014	100870	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	168.00
					<hr/>
					\$19,206.60

DAY DISTRIBUTING CO.

11/07/2014	777554	E 609-49751-252	Beer For Resale	BEER	2,142.95
11/07/2014	777554	E 609-49751-255	N/A Products	N/A	19.20
11/21/2014	779492	E 609-49751-252	Beer For Resale	BEER	695.60
					<hr/>
					\$2,857.75

DELTA DENTAL

11/15/2014	5762112	E 601-49440-130	Employer Paid Insurance	BACKSEN OLD MONTHS	119.80
11/15/2014	5762112	G 101-21711	Dental Insurance	DECEMBER INSURANCE	586.80

\$706.60

EAGLE GARAGE DOOR CO.

11/17/2014	3774	E 101-42210-401	Repairs/Maint Buildings	FIX DOOR	95.00
					<hr/>
					\$95.00

ECM PUBLISHERS, INC.

11/14/2014	161444	E 101-41400-351	Legal Notices Publishing	RESOLUTION #2014-37	73.13
					<hr/>
					\$73.13

FLAHERTYS HAPPY TYME CO

11/25/2014	29322	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	97.40
					<hr/>
					\$97.40

G&K SERVICES, INC

11/11/2014	1043846690	E 601-49440-417	Uniform Clothing & PPE	UNIFORMS	4.20
11/11/2014	1043846690	E 602-49490-417	Uniform Clothing & PPE	UNIFORMS	4.20
11/18/2014	1043852043	E 609-49750-219	Rug Maintenance	RUG MAINT	11.23
11/18/2014	1043852044	E 601-49440-402	Janitorial Service	RUGS	27.84
11/18/2014	1043852045	E 101-41940-219	Rug Maintenance	RUGS	16.96
11/18/2014	1043852046	E 101-42110-402	Janitorial Service	RUGS	8.52
11/18/2014	1043852046	E 101-43100-402	Janitorial Service	RUGS	8.52
11/18/2014	1043852046	E 101-45200-402	Janitorial Service	RUGS	8.52
11/18/2014	1043852046	E 601-49440-402	Janitorial Service	RUGS	8.52
11/18/2014	1043852046	E 602-49490-402	Janitorial Service	RUGS	8.52
11/18/2014	1043852047	E 601-49440-417	Uniform Clothing & PPE	UNIFORMS	4.20
11/18/2014	1043852047	E 602-49490-417	Uniform Clothing & PPE	UNIFORMS	4.20
11/25/2014	1043857412	E 601-49440-417	Uniform Clothing & PPE	UNIFORMS	4.20
11/25/2014	1043857412	E 602-49490-417	Uniform Clothing & PPE	UNIFORMS	4.20
					<hr/>
					\$123.83

GARY FIX & SONS

11/13/2014	34466	E 101-43100-221	Vehicle Repair & Maintenance	UNIT #33	280.00
					<hr/>
					\$280.00

GRANITE CITY JOBBING CO.

11/11/2014	836343	E 609-49750-210	Operating Supplies	OPERATING	61.09
11/11/2014	836343	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
11/11/2014	836343	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	28.53
11/11/2014	836343	E 609-49751-256	Tobacco Products For Resale	TOBACCO	485.63
11/18/2014	837162	E 609-49750-210	Operating Supplies	OPERATING	25.75
11/18/2014	837162	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
11/18/2014	837162	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	49.50
11/18/2014	837162	E 609-49751-256	Tobacco Products For Resale	TOBACCO	1,191.80
11/18/2014	837162	G 101-20810	Sales Tax Payable	TAX	(0.88)
11/25/2014	837909	E 609-49750-210	Operating Supplies	OPERATING	101.88
11/25/2014	837909	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
11/25/2014	837909	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	41.15
11/25/2014	837909	E 609-49751-256	Tobacco Products For Resale	TOBACCO	327.97
					<hr/>
					\$2,325.17

HERBST, TAYLOR

		E 101-42210-209	Fire Prevention Supplies	REIMBURSE INFLATABLES	170.57
					<hr/>
					\$170.57

INNOVATIVE OFFICE SOLUTIONS, L

11/13/2014	IN0657248	E 101-42400-200	Office Supplies	OFFICE SUPPLIES	54.76
11/18/2014	IN0660501	E 101-41400-200	Office Supplies	OFFICE SUPPLIES	20.71

\$75.47

ISD #15					
11/03/2014	1720	E 101-42110-221	Vehicle Repair & Maintenance	2012 CHARGER	17.98
11/04/2014	1721	E 101-42110-221	Vehicle Repair & Maintenance	2011 TAHOE	132.00
11/06/2014	1722	E 101-42110-221	Vehicle Repair & Maintenance	2010 CHARGER	58.22
11/13/2014	1723	E 101-43100-221	Vehicle Repair & Maintenance	CUTTING EDGE	165.10
11/25/2014	1734	E 101-43100-221	Vehicle Repair & Maintenance	2007 INTERNATIONAL	185.61
					<hr/>
					\$558.91

JJ TAYLOR DISTRIBUTING					
11/19/2014	2281958	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
11/19/2014	2281958	E 609-49751-252	Beer For Resale	BEER	794.60
					<hr/>
					\$797.60

JOHNSON BROS WHLSE LIQUOR					
10/30/2014	5015383	E 609-49751-251	Liquor For Resale	LIQUOR	200.00
11/12/2014	5025114	E 609-49751-206	Freight and Fuel Charges	FREIGHT	9.12
11/12/2014	5025114	E 609-49751-251	Liquor For Resale	LIQUOR	482.79
11/12/2014	5025115	E 609-49751-206	Freight and Fuel Charges	FREIGHT	18.24
11/12/2014	5025115	E 609-49751-253	Wine For Resale	WINE	542.70
11/12/2014	5025116	E 609-49751-253	Wine For Resale	WINE	209.90
11/19/2014	5031012	E 609-49751-206	Freight and Fuel Charges	FREIGHT	111.70
11/19/2014	5031012	E 609-49751-251	Liquor For Resale	LIQUOR	6,669.90
11/19/2014	5031013	E 609-49751-206	Freight and Fuel Charges	FREIGHT	89.67
11/19/2014	5031013	E 609-49751-253	Wine For Resale	WINE	2,899.90
					<hr/>
					\$11,233.92

KRUGER DIVERSIFIED INC					
11/18/2014	50873	E 602-49490-229	Project Repair & Maintenance	REPAIRS	710.00
					<hr/>
					\$710.00

LAW ENFORCEMENT LABOR SVCS.					
11/19/2014	111914	G 101-21707	Union Dues	DECEMBER DUES	405.00
					<hr/>
					\$405.00

MCDONALD DIST CO.					
11/13/2014	138972	E 609-49751-252	Beer For Resale	BEER	4,051.13
11/20/2014	140464	E 609-49751-252	Beer For Resale	BEER	4,023.78
11/20/2014	140464	E 609-49751-255	N/A Products	N/A	18.55
11/20/2014	141469	E 609-49751-252	Beer For Resale	BEER	3,067.10
11/20/2014	141472	E 609-49751-252	Beer For Resale	BEER	7.10
					<hr/>
					\$11,167.66

MIDCONTINENT COMMUNICATIONS					
11/25/2014	112514	E 101-41940-321	Telephone	TELEPHONE	35.30
11/25/2014	112514	E 101-42110-321	Telephone	TELEPHONE	71.76
11/25/2014	112514	E 101-43100-321	Telephone	TELEPHONE	71.76
11/25/2014	112514	E 601-49440-321	Telephone	TELEPHONE	95.00
11/25/2014	112514	E 601-49440-321	Telephone	TELEPHONE	95.00
11/25/2014	112514	E 609-49750-321	Telephone	TELEPHONE	95.00
					<hr/>
					\$463.82

MN DEPT OF HEALTH					
11/25/2014	112514	E 601-49440-313	Sample Testing	WATER SUPPLY FEE	2,450.00
					<hr/>
					\$2,450.00

MY ALARM CENTER					
12/01/2014	RINV04179567	E 609-49750-445	Security	DECEMBER MONITORING	31.28

\$31.28

PACE ANALYTICAL SERVICES

11/14/2014	141245053	E 602-49490-313	Sample Testing	TESTING	103.00
11/17/2014	141245097	E 602-49490-229	Project Repair & Maintenance	TESTING	80.00
11/18/2014	141245151	E 602-49490-229	Project Repair & Maintenance	TESTING	186.50
11/18/2014	141245154	E 602-49490-313	Sample Testing	TESTING	120.00
11/19/2014	141245184	E 602-49490-229	Project Repair & Maintenance	TESTING	80.00
					<hr/>
					\$569.50

PAUSTIS & SONS

11/18/2014	8475211	E 609-49751-206	Freight and Fuel Charges	FREIGHT	10.00
11/18/2014	8475211	E 609-49751-253	Wine For Resale	WINE	952.00
					<hr/>
					\$962.00

PHILLIPS WINE & SPIRITS CO.

11/07/2014	202154	E 609-49751-253	Wine For Resale	WINE	(133.00)
11/12/2014	2697542	E 609-49751-206	Freight and Fuel Charges	FREIGHT	16.72
11/12/2014	2697542	E 609-49751-251	Liquor For Resale	LIQUOR	1,294.98
11/19/2014	2701398	E 609-49751-206	Freight and Fuel Charges	FREIGHT	34.96
11/19/2014	2701398	E 609-49751-251	Liquor For Resale	LIQUOR	2,814.74
11/19/2014	2701399	E 609-49751-206	Freight and Fuel Charges	FREIGHT	48.75
11/19/2014	2701399	E 609-49751-253	Wine For Resale	WINE	1,830.00
					<hr/>
					\$5,907.15

RAMSEY, CITY OF

11/25/2014	112514	E 101-42210-311	Contract	NOVEMBER FIRE CHIEF	666.00
					<hr/>
					\$666.00

SOUTHERN WINE & SPIRITS OF MN

11/20/2014	1227099	E 609-49751-206	Freight and Fuel Charges	FREIGHT	16.25
11/20/2014	1227099	E 609-49751-251	Liquor For Resale	LIQUOR	1,174.08
11/20/2014	1227100	E 609-49751-206	Freight and Fuel Charges	FREIGHT	22.50
11/20/2014	1227100	E 609-49751-253	Wine For Resale	WINE	904.00
					<hr/>
					\$2,116.83

THARP, STEVE

11/07/2014	110714	E 602-49490-311	Contract	CUSTOM TILL WASTE WATER P	550.00
					<hr/>
					\$550.00

THE AMERICAN BOTTLING COMPANY

11/17/2014	2449811884	E 609-49751-254	Miscellaneous Merchandise	MISCELLAENOUS	278.02
					<hr/>
					\$278.02

THORPE DISTRIBUTING COMPANY

11/07/2014	858708	E 609-49751-252	Beer For Resale	BEER	112.00
					<hr/>
					\$112.00

WINE COMPANY, THE

11/10/2014	376868	E 609-49751-206	Freight and Fuel Charges	FREIGHT	15.00
11/10/2014	376868	E 609-49751-253	Wine For Resale	WINE	252.00
					<hr/>
					\$267.00

WINE MERCHANTS

11/19/2014	7006685	E 609-49751-206	Freight and Fuel Charges	FREIGHT	9.12
11/19/2014	7006685	E 609-49751-253	Wine For Resale	WINE	570.00
					<hr/>
					\$579.12

WIRTZ BEVERAGE MN

11/13/2014	1080252336	E 609-49751-206	Freight and Fuel Charges	FREIGHT	20.30
11/13/2014	1080252336	E 609-49751-251	Liquor For Resale	LIQUOR	1,254.05
11/13/2014	1080252336	E 609-49751-253	Wine For Resale	WINE	192.00
11/20/2014	1080255254	E 609-49751-206	Freight and Fuel Charges	FREIGHT	39.02
11/20/2014	1080255254	E 609-49751-251	Liquor For Resale	LIQUOR	855.89
11/20/2014	1080255254	E 609-49751-253	Wine For Resale	WINE	472.00
11/20/2014	1080255254	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	400.39
					\$3,233.65

\$86,990.53

FUND SUMMARY

101 GENERAL FUND	\$15,869.21
601 WATER FUND	\$3,915.46
602 SEWER FUND	\$2,684.74
609 MUNICIPAL LIQUOR FUND	\$64,521.12
Total	<u>86,990.53</u>

AGENDA REPORT

TO: Paul Teicher, Acting City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Proposed budget discussion
DATE: November 25, 2014

INTRODUCTION

The City is required to hold a meeting to discuss the budget and property tax levy and allow public input.

BACKGROUND

The City is required to discuss the budget and allow public input at a meeting occurring after November 25th after 6 pm. The 2015 proposed budget and levy will be presented at the city council meeting on December 1st, 2014. Council had set a maximum levy of \$3,195,789 or a 7% increase on September 18th. Subsequently, council decided to drop the increase to 6.5% or \$3,180,953. The General Fund budget is balanced at \$4,482,723 on the revenue side and the expenditure side. The fund balance will be at 53.7% of revenues with the estimated 2014 balance. This is within the State Auditor's recommended guidelines of 35% to 50%. Please note that a Preliminary Budget is available on the city's website under the finance department. The final budget book will be compiled and distributed in February. It again will be submitted to the Government Finance Officers Association for the Budget Award which has been received for budget years 2010-2014. The final budget and levy will be brought to the December 15th meeting for final approval.

RECOMMENDATION

After the budget presentation, the Mayor should ask for any public input/comments.

BUDGET IMPACT

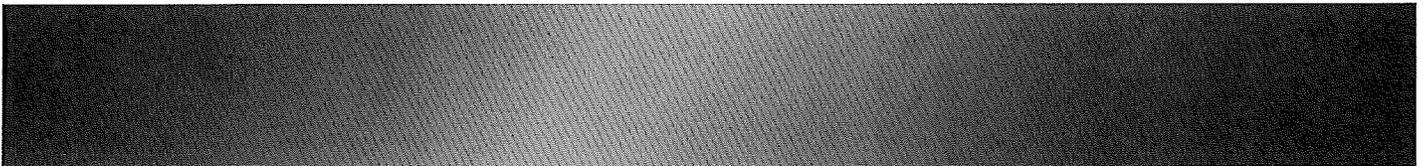
None.

Attachments:

1. Budget Presentation

City of St. Francis

2015
General Fund
Budget/Tax Overview



Budget Goals

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



Tax Levy History

Year	Tax	Local	Total
Payable	Levy	Govt Aid	Levy + LGA
2005	1,979,977	200,000	2,179,977
2006	2,167,157	200,000	2,367,157
2007	2,402,157	200,000	2,602,157
2008	2,672,615	100,000	2,772,615
2009	2,724,202	222,535	2,946,737
2010	2,873,160	80,940	2,954,100
2011	2,873,160	80,940	2,954,100
2012	2,873,160	80,940	2,954,100
2013	2,988,086	80,940	3,069,026
2014	2,988,086	313,420	3,301,506
2015	3,180,953	347,348	3,528,301

Tax Levy 2014 – 2015

	2014 Levy	Proposed 2015 Levy	Change	
			Amount	Percent
<u>Operations:</u>				
General Fund	\$2,967,186	\$3,160,053	\$192,867	6.5%
<u>Capital Improvements:</u>				
None	\$0	\$0	\$0	N/A
<u>Debt Service:</u>				
GO Improvement Bond – 2007A	\$20,900	\$20,900	\$0	0%
Totals-All Funds	\$2,988,086	\$3,180,953	\$192,867	6.5%

The proposed levy certified to the Auditor's office on September 15th was
\$3,195,789



General Fund Revenues By Type

	2015 Budget
Taxes	\$3,147,200
Licenses and Permits	103,271
Fines and Forfeits	30,551
Intergovernmental	597,434
Charges for Services	393,511
Miscellaneous	150,756
Transfers	60,000
Total	\$4,482,723



General Fund Expenditures By Department

	<u>2015 Budget</u>
General Government	\$781,350
Public Safety	1,842,832
Public Works	809,120
Culture and Recreation	367,020
Community Development	257,082
Miscellaneous	15,319
Transfers	410,000
Total expenditures	<u>\$4,482,723</u>



General Fund Budget 2015

2015 Revenues \$ 4,482,723

2015 Expenditures \$ 4,482,723

Net Change in Fund Balance \$ -0-



General Fund Balance 53.7% of Revenue Budget

- ▶ Fund balance needs to finance unexpected expenditures
- ▶ Fund balance of 35%–50% of revenues is recommended by State Auditor
- ▶ Fund balance in the Proposed 2015 Budget is 53.7% of revenues (2013 Actual Fund balance was 56.5%)

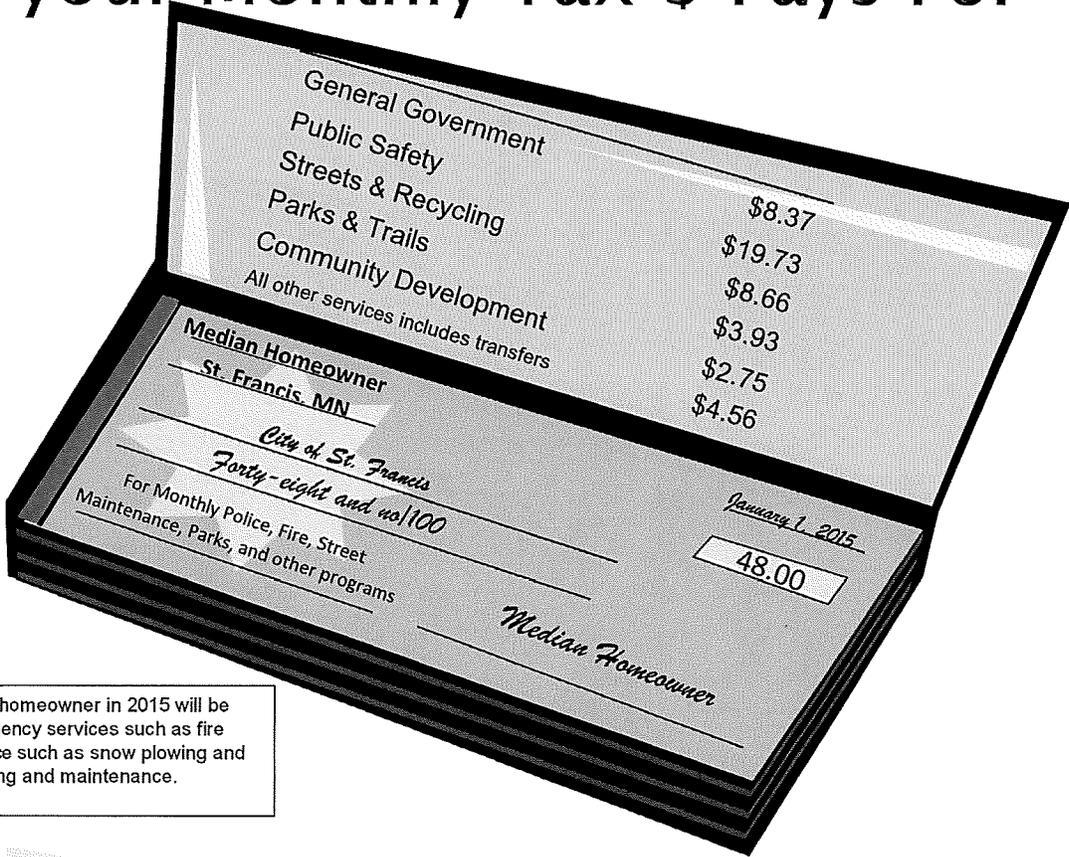


Tax Effect on a Residential Home

City Taxes Only				7%	6.5%	0%	
Estimated Market Value	Amount Excluded	Taxable Market Value	Tax Capacity Value	2015 City Taxes	2015 City Taxes	2015 City Taxes	2014 City Taxes
\$174,100	\$21,571	\$152,529	\$1,525			\$824.51	\$909.31
\$202,900	\$18,979	\$183,921	\$1,839	\$1,088.95	\$1,082.20	\$994.27	
Change in Taxes on Property for the year					\$172.89		
Change in City Taxes due to market value increase						\$84.96	
Change in Taxes on Property due to Tax increase					\$87.93		



What your Monthly Tax \$ Pays For



A monthly bill for the median homeowner in 2015 will be \$48.00. This pays for emergency services such as fire and police, street maintenance such as snow plowing and parks services such as mowing and maintenance.

QUESTIONS?





BOLTON & MENK, INC.[®]

Consulting Engineers & Surveyors

7533 Sunwood Drive NW, Suite 206 • Ramsey, MN 55303

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MEMORANDUM

Date: November 25, 2014

To: Honorable Mayor Tveit
Members of the City Council

From: Jared Voge, P.E.
City Engineer

Subject: Pederson Drive Pedestrian Study
St. Francis, Minnesota
BMI Project No.: R18.108697

INTRODUCTION:

The Pedestrian Study authorized by the City Council has been completed. In addition, city staff has also evaluated the existing speed limits along Pederson Drive NW between Trunk Highway 47 and Ambassador Boulevard.

BACKGROUND

As part of the King's County Market development, a bituminous trail was constructed on the north side of Pederson Drive NW from Trunk Highway 47 west, approximately 720 feet. In approximately 2009, a bituminous trail was constructed on the south side of Pederson Drive NW from Trunk Highway 47 west to 233rd Lane Northwest. It was noted by residents that pedestrians were crossing from the north side of Pederson Drive NW to the bituminous trail located on the south side of Pederson Drive NW where the northside trail dead ends at the westernmost County Market access.

Bolton and Menk conducted a pedestrian crossing evaluation near the westernmost County Market access. A copy of the evaluation has been attached to this memo for your information. In summary, the evaluation indicates that there is adequate stopping site distance in both directions near the crossing however, the pedestrian sight distance is inadequate to the west due to the curvature of the roadway and vegetation. The study further identified an average pedestrian Level of Service (LOS) of a B for the AM peak hour, a LOS B for the afternoon peak hour, and a LOS C for the PM peak hour. These LOSs are considered to be acceptable.

Safety was also reviewed at the crossing location. Although there have been no crashes at the crossing during the last ten years, the high-speed of vehicles passing the crossing indicate that some safety issues may arise if pedestrians continue to use the unmarked crossing. As a result, traffic calming treatments may be necessary. Based on the findings of the study, the addition of ADA compliant pedestrian ramps between the north and south bituminous trails west of the western County Market driveway are appropriate.

In addition to the pedestrian study, city staff evaluated the potential for a reduction in the existing speed limit of 50 miles per hour along Pederson Drive NW between Trunk Highway 47 and Ambassador Boulevard. Minnesota State Statute defines requirements associated with rural residential districts and requires access spacings to be less than 300 feet apart. City staff evaluated the access spacing on

DESIGNING FOR A BETTER TOMORROW

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Memo to Mayor Tveit, Members of the City Council

November 25, 2014

Page 2

Pederson Drive NW between Trunk Highway 47 and Ambassador Boulevard. The enclosed Figure No. 2 summarizes the findings. As can be seen on the enclosed Figure, three small segments, 720 feet, 540 feet, and 400 feet exist along Pederson Drive NW between Trunk Highway 47 and Ambassador Boulevard and do not meet the 300 foot minimum spacing requirement. Those segments are noted in red on the attached figure. Since the segment of Pederson Drive NW located northwest of 233rd Lane is bound on each side by roadway segments meeting the rural residential access spacing guidelines, it is possible to reduce the existing speed limit from 50 mph to 35 mph in accordance with the rural residential district speed limits established by Minnesota State Statute. In order to do so, the City Council must pass a resolution which indicates that an access spacing analysis has been conducted and further states that based on engineering principles and sign installation guidance, it would be impractical to post that segment of Pederson Drive NW beginning at 233rd Lane and extending Northwest approximately 540 feet at any other speed other than the speed of the segments southeast and northwest of that area.

In the event that the City Council pursues changing the existing speed limit, other improvements consisting of restriping the roadway and concrete curb and gutter installation along all or portion of Pederson Drive NW should be completed. In addition, the recommendations of the Pedestrian Study, namely the installation of pedestrian ramps, should be incorporated into any roadway improvements. Since there is a cost associated with restriping of the roadway and the installation of concrete curb and gutter, the roadway condition should be evaluated for improvements such as milling or reclaiming and overlay, seal coating, or shouldering etc.

RECOMMENDATION

City staff recommends that the City Council adopt the enclosed resolution authorizing the reduction in the speed limit on Pederson Drive NW between Trunk Highway 47 and Ambassador Boulevard from 50 mph to 35 mph.

BUDGET IMPACT

The cost associated with removing the existing 50 mph speed limit sign panels and replacing them with 35 mph sign panels is relatively minimal. The cost associated with the sign panel removal and replacement will be borne by the City's street maintenance budget. The costs associated with restriping and adding concrete curb and gutter as well as any required surface improvements are unknown at this time. However, since Pederson Drive NW is one of the City's Municipal State Aid Streets, State Aid funds can be used as a funding source for the improvements, and therefore the City's general fund will not be impacted by any roadway improvements to Pederson Drive NW.

If you have any questions on the above, please call.

JAV/kg

Enclosure

EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF THE CITY OF
ST. FRANCIS, MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of St. Francis, Minnesota, was duly called and held at the St. Francis School District Office, 4115 Ambassador Boulevard NW in said City on the 1st day of December, 2014 at 6:00 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION ESTABLISHING SPEED LIMIT ON
PEDERSON DRIVE NW BETWEEN TRUNK HIGHWAY 47
AND AMBASSADOR BOULEVARD NW
CITY OF ST. FRANCIS, MINNESOTA
RESOLUTION NO. 2014-42**

WHEREAS, Minnesota State Statute 169.011 Subdivision 69a defines a Rural Residential District

AND WHEREAS, Minnesota State Statute 169.14 Subdivision 2(a)(8) identifies a maximum speed limit of 35 miles per hour in a rural residential district if adopted by the road authority having jurisdiction over the rural residential district,

AND WHEREAS, an access spacing analysis has been completed on Pederson Drive NW between Trunk Highway 47 and Ambassador Boulevard NW,

AND WHEREAS, the access spacing analysis has conformed that access spacing requirements, less than 300 feet, for a Rural Residential District on Pederson Drive NW between 720 feet west of Trunk Highway 47 and 400 feet south of Ambassador Boulevard NW are met with the exception of a 540 foot segment northwest of 233rd Lane NW.

AND WHEREAS, posting a 540 foot roadway segment at 50 miles per hour between 35 miles per hour roadway segments is impractical based on sign installation guidelines and engineering principals.

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

The speed limit of Pederson Drive NW between Trunk Highway 47 and Ambassador Boulevard NW shall be 35 miles per hour as provided for by Minnesota State Statute 169.14 Subdivision 2(a)(8).

Adopted by the council this _____ day of _____, 20__.

Mayor

Clerk

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
CITY OF ST. FRANCIS
COUNTY OF ANOKA

I, the undersigned, being the duly qualified and acting Clerk of the City of St. Francis, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes of a meeting of the City Council of said City held on the date therein indicated with the original thereof on file in my office, and the same is a full, true and complete transcript therefrom, insofar as the same relates to the resolution Establishing Speed Limit on Pederson Drive NW Between Trunk Highway 47 and Ambassador Boulevard NW in the City.

WITNESS my hand the seal of City this _____ day of _____, 20__.

City Clerk

(SEAL)



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

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MEMORANDUM

Date: November 21, 2014

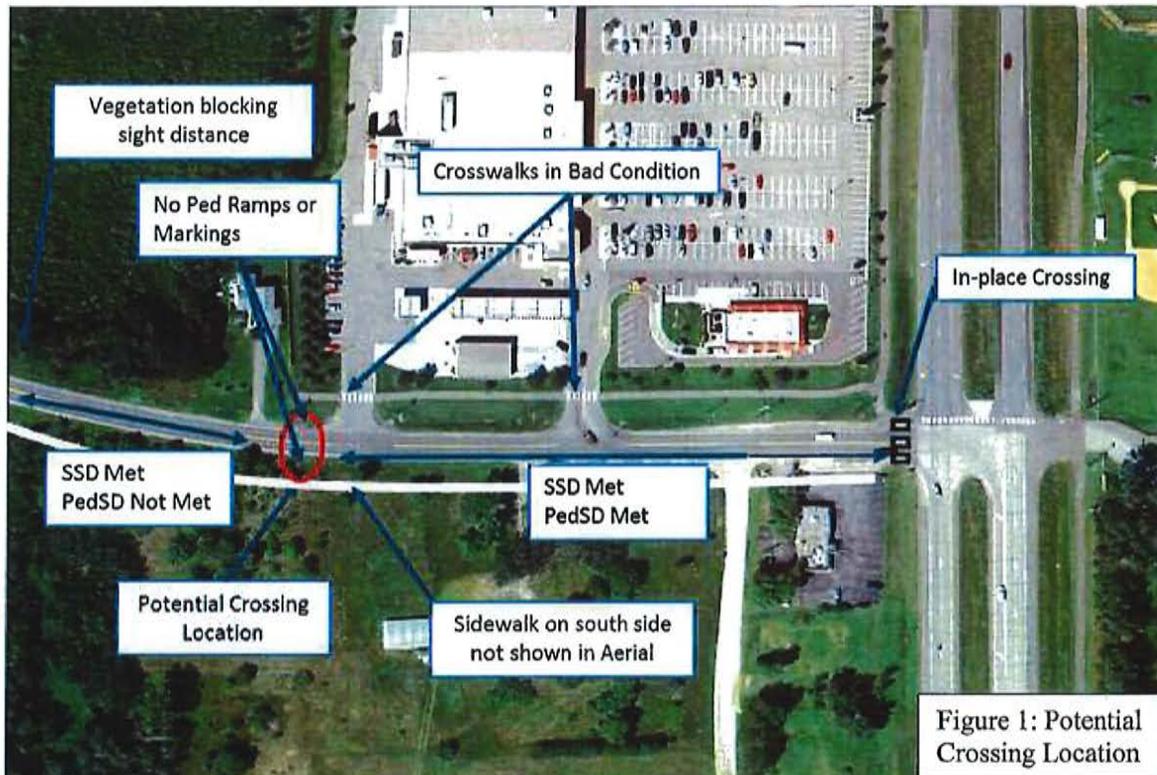
To: Jared Voge, P.E.
City Engineer

From: Bryan Nemeth, P.E., PTOE
Jeremy Melquist, EIT

Subject: Pederson Drive NW (CR 81) Potential Pedestrian Crossing Study
St. Francis, MN
BMI Project No. R18108697

Pedestrian Crossing

A pedestrian crossing evaluation was performed at the intersection of Pederson Dr NW and King's County Market's West driveway. Vehicle and pedestrian volumes were collected on September 17th, 2014 for 24 hours. Pederson Dr NW has a posted speed limit of 50 MPH and an annual average daily traffic volume (AADT) of approximately 6,900. Figure 1 below shows the site of the potential crossing.



H:\STFR\R181086973_Preliminary_Design\Reports\2014-11-21_Pederson Dr Pedestrian Crossing Study.docx

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The conditions shown in Figure 1 indicate that there is an adequate stopping sight distance in both directions. The pedestrian sight distance is inadequate to the west of the crossing due to the curvature of the roadway and vegetation. This is important when pedestrians are making a decision to cross based on vehicle spacing. It is recommended that the vegetation be trimmed to provide more appropriate sight distance. The crosswalk markings across the two driveways on the north side of Pederson Dr are worn and should be replaced.

Bolton & Menk recently developed a study methodology for pedestrian crossings at uncontrolled intersections for the Local Road Research Board, which takes into account existing conditions in terms of operation and safety. The study uses the average pedestrian level of service (LOS) to determine the wait time for a pedestrian at a crossing. The pedestrian LOS is based upon the peak hour vehicular volumes (AM – 248, Afternoon – 163, PM - 387), crossing distance (25'), number of thru lanes (2) and motorist yield rate. The average pedestrian delay is 9 sec (LOS B) for the AM peak hour, 7 sec (LOS B) for the afternoon peak hour, and 12 sec (LOS C) for the PM peak hour. All of these delays are considered acceptable. With the acceptable service levels, the crossing should be marked only if pedestrian demand is increased above what is there currently to at least 14 pedestrians using the location during one hour of the day.

Safety was also reviewed at the crossing. There have been no crashes at this crossing over the last ten years. The high speed of vehicles passing the potential crossing, however, indicates that some safety issues may arise if pedestrians continue to use this unmarked crossing. The Uncontrolled Pedestrian Crossing Evaluation Flowchart was used to determine if there are any appropriate treatments necessary at this crossing. Based on the flowchart, appropriate traffic calming treatments may be necessary.

Of consideration, there is a marked crosswalk 660 ft to the east of the crossing location. This marked crosswalk is located at the intersection of TH 47 (St. Francis Blvd) and Pederson Dr. Although this marked crosswalk is in close proximity, pedestrians will likely continue to use the unmarked location, as shown by the traffic count, because the north sidewalk ends and because it serves as a direct origin-destination between the shopping area and sidewalk to the residential area to the west.

This preliminary evaluation indicates that the most effective pedestrian accommodations at this location would be the following:

- Add ADA compliant pedestrian ramps so that the north sidewalk can be connected to the south sidewalk; appropriate location being on the west side of the driveway.

Additional measures may be needed due to the speed of the vehicles and curvature of the roadway.

- Possible traffic calming measures such as:
 - Curb bump-outs; curbing would have to be developed at the crossing
 - Re-striping could be implemented to reduce lane widths to 11'
 - Lighting at the crosswalk location; helps in dark/night crossing situations

2010 Highway Capacity Manual (HCM)

Pedestrian Level of Service (LOS) at Uncontrolled Crossing Locations Intersection and Mid-Block Crossings

Crossing Location: <u>Pederson Dr NW & West King's County Mark</u>	Date: <u>9/30/2014</u>
City, State: <u>St. Francis, MN</u>	Scenario: <u>AM Peak Hour (6:30AM - 7:30AM)</u>
Reviewer(s): <u>Jeremy Melquist</u>	Agency: <u>Bolton & Menk</u>
Project Number: _____	ID #: _____

The following is the base information needed to complete the analysis.

If this is a one-stage crossing, use only Crossing 1.

If this is a two-stage crossing, each stage must be evaluated separately using Crossing 1 and Crossing 2.

Crossing 1: Across Pederson Dr NW

Evaluation Inputs:

- L = crosswalk length (ft)
- S_p = average pedestrian walking speed (ft/s)
- t_s = pedestrian start-up and end clearance time (s)
- V = vehicular hourly volume (veh/hr)
- v_p = pedestrian flow rate (ped/s)
- v = vehicular flow rate (veh/s) = $V/3600$
- W_c = crosswalk width (ft)
- N = number of through lanes crossed (Integer)

defaults:	
S_p =	3.5
t_s =	3.0
v_p =	0*
v =	$V/3600$
W_c =	8.0
N =	$INT(L/11)$

Input Table:	
L =	25
S_p =	3.5
t_s =	3
V =	248
v_p =	0.00
v =	0.069
W_c =	8.0
N =	2

*no platooning observed

Crossing 2: _____

(only used for two-stage crossings)

Evaluation Inputs:

- L = crosswalk length (ft)
- S_p = average pedestrian walking speed (ft/s)
- t_s = pedestrian start-up and end clearance time (s)
- V = vehicular hourly volume (veh/hr)
- v_p = pedestrian flow rate (ped/s)
- v = vehicular flow rate (veh/s) = $V/3600$
- W_c = crosswalk width (ft)
- N = number of through lanes crossed (Integer)

defaults:	
S_p =	3.5
t_s =	3.0
v_p =	0*
v =	$V/3600$
W_c =	8.0
N =	$INT(L/11)$

Input Table:	
L =	
S_p =	
t_s =	
V =	
v_p =	
v =	
W_c =	
N =	

*no platooning observed

Crossing Treatment Yield Rate

M_y = motorist yield rate (decimal)

Input Table:	
M_y =	0%

Entering data into the tables above will populate the evaluation tables in Microsoft Excel.

Results:

Average Delay	9.0	sec/ped
LOS	B	

2010 Highway Capacity Manual (HCM)

Pedestrian Level of Service (LOS) at Uncontrolled Crossing Locations Intersection and Mid-Block Crossings

Crossing Location: Anderson Dr NW & West King's County Mark Date: 9/30/2014
 City, State: St. Francis, MN Scenario: Afternoon Peak (11:45AM - 12:45PM)
 Reviewer(s): Jeremy Melquist Agency: Bolton & Menk
 Project Number: _____ ID #: _____

The following is the base information needed to complete the analysis.

If this is a one-stage crossing, use only Crossing 1.

If this is a two-stage crossing, each stage must be evaluated separately using Crossing 1 and Crossing 2.

Crossing 1: Across Pedesron Dr NW

Evaluation Inputs:

- L = crosswalk length (ft)
- S_p = average pedestrian walking speed (ft/s)
- t_s = pedestrian start-up and end clearance time (s)
- V = vehicular hourly volume (veh/hr)
- v_p = pedestrian flow rate (ped/s)
- v = vehicular flow rate (veh/s) = $V/3600$
- W_c = crosswalk width (ft)
- N = number of through lanes crossed (Integer)

defaults:	
S_p =	3.5
t_s =	3.0
v_p =	0*
v =	$V/3600$
W_c =	8.0
N =	$INT(L/11)$

Input Table:	
L =	25
S_p =	3.5
t_s =	3
V =	163
v_p =	0.00
v =	0.045
W_c =	8.0
N =	2

*no platooning observed

Crossing 2: _____

(only used for two-stage crossings)

Evaluation Inputs:

- L = crosswalk length (ft)
- S_p = average pedestrian walking speed (ft/s)
- t_s = pedestrian start-up and end clearance time (s)
- V = vehicular hourly volume (veh/hr)
- v_p = pedestrian flow rate (ped/s)
- v = vehicular flow rate (veh/s) = $V/3600$
- W_c = crosswalk width (ft)
- N = number of through lanes crossed (Integer)

defaults:	
S_p =	3.5
t_s =	3.0
v_p =	0*
v =	$V/3600$
W_c =	8.0
N =	$INT(L/11)$

Input Table:	
L =	
S_p =	
t_s =	
V =	
v_p =	
v =	
W_c =	
N =	

*no platooning observed

Crossing Treatment Yield Rate

M_y = motorist yield rate (decimal)

Input Table:	
M_y =	0%

Entering data into the tables above will populate the evaluation tables in Microsoft Excel.

Results:

Average Delay	7.4	sec/ped
LOS	B	

2010 Highway Capacity Manual (HCM)

Pedestrian Level of Service (LOS) at Uncontrolled Crossing Locations Intersection and Mid-Block Crossings

Crossing Location: Anderson Dr NW & West King's County Mark Date: 9/30/2014
 City, State: St. Francis, MN Scenario: PM Peak Hour (5:00PM - 6:00PM)
 Reviewer(s): Jeremy Melquist Agency: Bolton & Menk
 Project Number: _____ ID #: _____

The following is the base information needed to complete the analysis.

If this is a one-stage crossing, use only Crossing 1.

If this is a two-stage crossing, each stage must be evaluated separately using Crossing 1 and Crossing 2.

Crossing 1: Across Pedesron Dr NW

Evaluation Inputs:

- L = crosswalk length (ft)
- S_p = average pedestrian walking speed (ft/s)
- t_s = pedestrian start-up and end clearance time (s)
- V = vehicular hourly volume (veh/hr)
- v_p = pedestrian flow rate (ped/s)
- v = vehicular flow rate (veh/s) = $V/3600$
- W_c = crosswalk width (ft)
- N = number of through lanes crossed (Integer)

defaults:	
S_p =	3.5
t_s =	3.0
v_p =	0*
v =	$V/3600$
W_c =	8.0
N =	$INT(L/11)$

Input Table:	
L =	25
S_p =	3.5
t_s =	3
V =	387
v_p =	0.00
v =	0.108
W_c =	8.0
N =	2

*no platooning observed

Crossing 2: _____

(only used for two-stage crossings)

Evaluation Inputs:

- L = crosswalk length (ft)
- S_p = average pedestrian walking speed (ft/s)
- t_s = pedestrian start-up and end clearance time (s)
- V = vehicular hourly volume (veh/hr)
- v_p = pedestrian flow rate (ped/s)
- v = vehicular flow rate (veh/s) = $V/3600$
- W_c = crosswalk width (ft)
- N = number of through lanes crossed (Integer)

defaults:	
S_p =	3.5
t_s =	3.0
v_p =	0*
v =	$V/3600$
W_c =	8.0
N =	$INT(L/11)$

Input Table:	
L =	
S_p =	
t_s =	
V =	
v_p =	
v =	
W_c =	
N =	

*no platooning observed

Crossing Treatment Yield Rate

M_y = motorist yield rate (decimal)

Input Table:	
M_y =	0%

Entering data into the tables above will populate the evaluation tables in Microsoft Excel.

Results:

Average Delay	12.4	sec/ped
LOS	C	

**ANOKA COUNTY FIRE PROTECTION COUNCIL
JOINT POWERS AGREEMENT**

THIS AGREEMENT is made and entered into this ___ day of _____, 2014, by and between the following governmental entities: the Cities of Anoka, Champlin, Andover, Bethel, Centerville, Lino Lakes, Circle Pines, Coon Rapids, Columbia Heights, East Bethel, Fridley, Ham Lake, Hilltop, Lexington, Nowthen, Oak Grove, Ramsey, St. Francis, Spring Lake Park, Blaine, Mounds View, and the Township of Linwood; (hereinafter "Members").

WHEREAS, the Members have determined that it is mutually beneficial for them to join together to improve the efficiency and effectiveness of fire and emergency services to the public within the geographic service area of the Members. Specifically, Anoka County Fire Protection Council (hereinafter "ACFPC") will cooperatively address the Members' long term needs for fire-fighting and emergency equipment, fire records data systems, fire-fighter and EMS training, fire prevention, fire inspection, fire-related public education, and other fire- and emergency-related essentials; and

WHEREAS, the Members have previously participated in mutual aid agreements that were successful in encouraging cooperation among the group, but said mutual aid agreements did not provide sufficient legal authority for the group to meet upcoming needs and desires; and

WHEREAS, the creation of a joint powers agreement will meet the legal needs for the Members to accomplish the goals as set forth herein, including interaction with the Anoka County Joint Law Enforcement Council and other private and public entities; and

WHEREAS, each of the Members have considered the alternatives, and agree that creation of this Agreement is in the Member's best interest; and

WHEREAS, the Members enter into this Agreement pursuant to the authority set forth in Minn. Stat. § 471.59;

NOW THEREFORE, in consideration of the mutual promises and benefits that each Member shall derive from this Agreement, and other good and valuable consideration, the Members agree as follows:

ARTICLE I

Definitions

In the interpretation of this Agreement and the Bylaws, the following definitions shall have the meanings given to them.

- (1) "Aggregate Index" or "AI" means
 - a. The total number of Calls for Service experienced by all Members in the preceding five (5) calendar years, divided by five (5), plus
 - b. Assessed Market Value for all Members, divided by 1,000,000, plus
 - c. Population for all Members, divided by 100.

- (2) "Agreement" shall mean this Joint Powers Agreement between and among the Members as defined herein.

- (3) "Anoka County Fire Protection Council" or "ACFPC" is the name of the cooperative joint powers entity created by this Agreement.

- (4) "Assessed Market Value" or "AMV" means the statistic established and maintained by the County Assessor for all of the real property in a given municipality.

- (5) "Call for Service" means the dispatching of any fire department or emergency personnel in response to an incident.

- (6) "Director" means an individual who is also a member of the ACFPC Joint Powers Board (i.e., a Fire Chief or an Elected Official) who, with the other ACFPC Directors acting through the process of voting, has the responsibility for determining and implementing the business and affairs of ACFPC.

- (7) "Joint Powers Board" means the collective group of Directors that is legally responsible for governing the cooperative joint powers entity created by this Agreement. ACFPC's Joint Powers Board is composed of (2) joint decision-making bodies: A.) Fire Chief Directors, who are responsible for the day-to-day operations and programmatic decisions of ACFPC that do not constitute "Major Financial Decisions;" and B.) Elected Official Directors, who are responsible for "Major Financial Decisions" of ACFPC. Together, the Joint Powers Board shall jointly exercise the powers and duties as stated in this Agreement as they deem is in the best interests of ACFPC.

- (8) "Major Financial Decisions" means an expenditure totaling fifty thousand dollars (\$50,000) or more, and shall require prior approval by the elected officials' decision-making body.

- (9) “Member(s)” shall mean the following government entities:
- City of Andover
 - City of Anoka
 - City of Bethel
 - City of Blaine
 - City of Centerville
 - City of Champlin
 - City of Circle Pines
 - City of Columbia Heights
 - City of Coon Rapids
 - City of East Bethel
 - City of Fridley
 - City of Ham Lake
 - City of Hilltop
 - City of Lexington
 - City of Lino Lakes
 - City of Mounds View
 - City of Nowthen
 - City of Oak Grove
 - City of Ramsey
 - City of Spring Lake Park
 - City of St. Francis
 - Township of Linwood
- (10) “Member Index” or “MI” means
- a. The total number of Calls for Service experienced by the Member in the preceding five (5) calendar years, divided by five (5), plus
 - b. Assessed Market Value for the Member, divided by 1,000,000, plus
 - c. Population for the Member, divided by 100.
- (11) “Officer” means an individual who is also an ACFPC Director and a fire service professional, who is further entrusted with specific responsibilities and authority within ACFPC to perform the duties and functions of Chairman, Vice Chairman, Treasurer, and/or Secretary as set forth in the Bylaws.
- (12) “Population” means the most recent population estimate for a given municipality as developed by the Twin Cities Area Metropolitan Council.

ARTICLE II

Purpose

The purpose of this Joint Powers Entity is to join together to improve the efficiency and effectiveness of fire and emergency services to the public within the geographic service area of the Members. Specifically, ACFPC will cooperatively address the Members' long term needs for fire-fighting and emergency equipment, fire records data systems, fire-fighter and EMS training, fire prevention, fire inspection, fire-related public education, and other fire- and emergency-related essentials.

ARTICLE III

Effective Date & Term

The effective date of this Agreement shall be _____, 2014, notwithstanding the dates of the signatures of the parties, and shall continue in full force and effect unless and until the Members agree to its termination, as set forth herein.

ARTICLE IV

Powers & Duties

The Joint Powers Entity created by this Agreement shall have all the powers and duties assigned by law, including the following:

(1) Powers:

- a. The Members hereby delegate to ACFPC all authority necessary and reasonable to accomplish the purposes of this Agreement, including, but not limited to, the ability to obtain grant monies, finance, develop, design, construct, equip, own, staff, and operate any Member-approved programs in accordance with the terms of this Agreement.
- b. ACFPC may take and hold, by bequest, devise, gift, grant, purchase, lease or otherwise, any property, real, personal or mixed or any undivided interest therein, without limitation to amount or value; to convey, sell, or otherwise dispose of such property; and to invest, reinvest, and deal with the same in such a manner as in the judgment of the Members, will best promote the purposes of ACFPC.
- c. ACFPC may employ such staff as is necessary to carry out the purpose of this

Agreement, subject to the financial limitations imposed by law and this agreement.

- d. ACFPC may contract with individuals and/or other legal entities (corporations, LLCs, partnerships, etc.) to best promote the purposes of the Agreement.
- e. ACFPC may issue bonds or obligations, and may use the proceeds of the bonds or obligations to carry out the purposes of this Agreement.
- f. In addition to the powers specified above, ACFPC shall have all powers that may be necessary to enable it to perform and carry out its duties and responsibilities under this Agreement.

(2) Service to the community shall be unrestricted based on considerations of disability, national origin, race, color, creed, gender, age, religion, marital status, sexual orientation, and status with regard to public assistance.

(3) Duties:

- a. ACFPC shall operate in accordance with Minnesota open meetings laws and government data practices pursuant to Minn. Stat. Chapters 13 and 13D.
- b. ACFPC shall operate in accordance with Minnesota joint powers board laws pursuant to Minn. Stat. § 471.59.
- c. ACFPC shall operate in accordance with all other relevant laws, rules, and internal documents, including its Bylaws. In the event ACFPC's Bylaws conflict with this Agreement, this Agreement shall control.

ARTICLE V Composition & Operations

5.1 Composition. The ACFPC Joint Powers Board shall have the following composition of two (2) joint decision-making bodies:

- (1) Fire Chief Directors – For day-to-day operations and programmatic decisions of ACFPC that do not constitute “Major Financial Decisions”:
 - a. Each City/Township Member shall be represented by its Fire Chief, or the Fire Chief's designee in the Fire Chief's absence.
 - b. One (1) vote per fire department shall be counted when voting. Moreover, votes shall be weighted pursuant to the cost-share model, and seventy-five percent

(75%) of the cumulative weight of all the Members is required for passage of all items.

- c. The Fire Chiefs shall meet at least quarterly to assure proper governance and adequate programming.

(2) Elected Official Directors – For “Major Financial Decisions” of ACFPC:

- a. Each City/Township Member shall be represented by one (1) of its elected officials, or the official’s alternate in the official’s absence.
- b. One (1) vote per City/Township Member shall be counted when voting. Moreover, votes shall be weighted pursuant to the cost-share model, and seventy-five percent (75%) of the cumulative weight of all the Members is required for passage of all items.
- c. The elected officials shall meet at least annually, to approve the ACFPC budget and ensure proper fiscal accountability. Additional periodic meetings may be necessary as required.

5.2 Operations. ACFPC shall have operating and governance procedures as set forth in its Bylaws.

ARTICLE VI

Member Expense Allocations & Fees

6.1 Calculation. A Member’s percentage share of the annual expenses of the ACFPC will be equal to the Member Index divided by the Aggregate Index.

6.2 Cost-share Model. For the calendar year beginning in the year 2015, the Member percentages shall be based on data from calendar year 2013, as displayed on the cost-share model attached as *Exhibit B*. *Exhibit B* will also serve as an example of the computation methodology. The data for subsequent calendar years shall be assembled by the ACFPC’s Executive Committee for use in annually updating Member expense allocations.

6.3 Annual Fee. Each Member shall pay an annual fee as well as pay its percentage share of ACFPC’s annual expenses. The Joint Powers Board shall determine the annual fee and all other fees and/or assessments owed by Members, and these fees may be changed from time to time. The Joint Powers Board shall publish the annual fees on a regular basis to all Members and prospective Members. “Good standing” and continued voting privileges are contingent upon being current on payment of fees and/or assessments. Failure to pay a fee or assessment shall subject Members to loss of voting rights and/or termination unless special arrangements are made with ACFPC.

ARTICLE VII
Withdrawal and Termination

7.1 Withdrawal.

A Member may withdraw from ACFPC effective January 1 of any year, subsequent to the Effective Date, by providing a minimum of one (1) year's written notice to the Chair of ACFPC. In the event of withdrawal by any Member, this Agreement shall remain in full force and effect as to all remaining Members and the cost-share model attached as *Exhibit B* shall be amended.

7.2 Termination of the Agreement.

This Agreement shall terminate upon the occurrence of any one of the following events:

- (1) When any Member withdraws pursuant to this Article, so that in the judgment of the remaining Members, as evidenced by a vote of both the Fire Chief Directors and the Elected Official Directors, it becomes impractical or impossible to continue.
- (2) When necessitated by operation of law, or as a result of a decision by a court of competent jurisdiction;
- (3) When the Members agree, by resolution of both the Fire Chief Directors and the Elected Official Directors, to terminate the Agreement;

7.3 Expulsion of a Member.

If a Member fails to perform any material obligation as required by this Agreement, the Bylaws, or applicable law, then ACFPC may, upon sixty (60) days' written notice and continued nonperformance, expel such non-performing Member.

7.4 Effect of Termination or Withdrawal.

Termination, withdrawal, or expulsion shall not discharge any liability incurred by any of the Members prior to the date of termination, withdrawal, or expulsion. Termination, withdrawal, or expulsion of a Member shall not act to discharge any liability incurred or chargeable to said Member prior to the date of said Member's termination, withdrawal, or expulsion. Liability shall continue until appropriately discharged by law or mutual agreement. If a Member withdraws or is expelled, its contributions of real property, personal property, and/or liquid assets shall be forfeited to ACFPC for its continued use.

7.5 Distribution of Assets upon Termination.

Upon termination of this Agreement, any and all real and personal assets shall be sold, and, after payment of all liabilities, surplus monies returned to the Members in proportion to their contributions, to be used for public purposes.

ARTICLE VIII
Amendment

This Agreement may be amended when the Members agree, by resolution of both the Fire Chief Directors and the Elected Official Directors. Notice of any proposed amendment shall be provided to all participating Members at least thirty (30) days prior to the effective date of the proposed amendment.

ARTICLE IX
Liability and Insurance

9.1 Insurance.

ACFPC is a separate and distinct public entity. As such, ACFPC shall purchase and maintain adequate insurance to protect the entity and its participant Members against risk of loss for the following, which includes, but is not limited to:

- (1) Damage to any ACFPC property, personal and/or real, as well as any improvements located thereon against claims that may arise during the construction, operation, use, or maintenance of any ACFPC property;
- (2) Against claims which may arise from the regular activities of ACFPC as contemplated by the purposes of this Agreement;
- (3) Against unemployment and workers compensation, if ACFPC hires employees;
- (4) Against claims which may arise based on the good-faith actions of the Joint Powers Board and its Officers;
- (5) Against any other risk of loss that, in the judgment of the Members, will best promote the purposes of ACFPC.

9.2 Liability.

Each Member shall be responsible for its own acts and those of its elected officials, employees, agents, independent contractors and the results thereof, and shall not be responsible for the acts of any other Member, its elected officials, employees, agents, or independent contractors and the results thereof, except as otherwise provided in this Agreement. Claims, liabilities, obligations, losses, expenses (including insurance premiums as well as reasonable attorney and other professional fees), judgments and costs paid or incurred by ACFPC (which arise out of its performance or failure to perform its duties under this Agreement), to the extent not covered by insurance proceeds or a self-insurance risk pool, shall be included in the annual operating budget for the next calendar year. Amounts included in the

annual operating budget under this section shall be pro-rated so that the total costs passed through to the Members do not exceed ten percent (10%) of the annual operating budget.

9.3 Indemnification.

ACFPC shall defend and indemnify its own officers, employees, and volunteers from and against all claims, damages, losses, and expenses, including attorney fees, arising out of their good-faith actions carrying out the terms of this Agreement. Moreover, ACFPC shall defend and indemnify its participating Members and their officers, employees, and volunteers from and against all claims, damages, losses, and expenses, including attorney fees, arising out of their good-faith actions carrying out the terms of this Agreement.

All requests for indemnification by ACFPC shall be presented to the Joint Powers Board, and the Members shall determine whether the request should be granted or denied based on all of the relevant facts and circumstances as well as what best will promote the purposes of ACFPC. Nothing contained herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

Nothing contained herein shall be deemed a waiver by any Member of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought against any Member shall be subject the maximum liability limits provided in Minnesota Statutes, Section 466.04.

To the fullest extent permitted by law, action by the Members to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Members that they shall be deemed a “single governmental unit” for purposes of liability as set forth in Minnesota Statutes, Section 471.59, Subd. 1a(a), provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of another party. Members are not liable for the acts or omissions of another Member except to the extent that they have agreed in writing to be responsible for the acts or omissions of the other Members.

Any excess or uninsured liability shall be borne equally by all Members, but this does not include the liability of any individual officer, employee, or volunteer, which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

ARTICLE X Property

A list of equipment and/or personal property as set forth in *Exhibit C* is currently owned by ACFPC. Any equipment and/or personal property contributed by a Member after the Effective Date shall be set forth in a separate writing and shall be attached hereto as *Exhibit D*.

Upon termination of this Agreement, ACFPC shall follow the distribution provision in Article 6.5 of this Agreement.

**ARTICLE XI
General Provisions**

11.1 Entire Agreement.

This Agreement contains the entire agreement of the Members and shall supersede all oral and written agreements as well as negotiations by the Members relating to the subject matter of this Agreement.

11.2 Severability.

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such provision shall be void and shall not affect the remaining portions of this Agreement.

11.3 Notice.

All notices and communications required pursuant to this Agreement shall be either hand delivered or mailed by U.S. Mail, to the following addresses:

City of Andover	Fire Chief 1685 Crosstown Blvd NW Andover, Minnesota 55304 763-755-9825
City of Anoka	Fire Chief 2015 First Avenue North Anoka, Minnesota 55303 763-576-2860
City of Bethel	Fire Chief 165 Main Street NW Bethel, Minnesota 55005 763-434-4366
City of Blaine	Fire Chief 10801 Town Square Drive NE, Blaine, Minnesota 55449 763-786-4436

City of Centerville	Fire Chief 2085 West Cedar Street Centerville, MN 55038 651-792-7901
City of Champlin	Fire Chief 11955 Champlin Drive Champlin, Minnesota 55316 763-576-2860
City of Circle Pines	Fire Chief 200 Civic Heights Circle Circle Pines, MN 55014 651-792-7901
City of Columbia Heights	Fire Chief 590—40th Avenue NE Columbia Heights, Minnesota 55421 763-706-8152
City of Coon Rapids	Fire Chief 11155 Robinson Drive NW Coon Rapids, Minnesota 763-767-6471
City of East Bethel	Fire Chief 2241—221st Avenue NE East Bethel, Minnesota 55011 763-367-7886
City of Fridley	Fire Chief 6431 University Avenue NE Fridley, Minnesota 55432 763-572-3610
City of Ham Lake	Fire Chief 15544 Central Avenue NE Ham Lake, Minnesota 55304 763-434-9555
City of Hilltop	Fire Chief 4555 Jackson Street NE Minneapolis, MN 55421 763-706-8152

City of Lexington	Fire Chief 9180 Lexington Avenue NE Lexington, Minnesota 55014 763-784-2792
City of Lino Lakes	Fire Chief 600 Town Center Parkway Lino Lakes, MN 55014 651-792-7901
City of Mounds View	Fire Chief 2401 Highway 10 Mounds View, MN 55112 763-786-4436
City of Nowthen	Fire Chief 8188 199th Ave NW Nowthen, MN 55330 763-433-9886
City of Oak Grove	Fire Chief 19900 Nightingale Street NW Oak Grove, MN 55011 763-404-7000
City of Ramsey	Fire Chief 7550 Sunwood Drive NW Ramsey, Minnesota 55303 763-433-9886
City of Spring Lake Park	Fire Chief 1301 81st Avenue NE Spring Lake Park, Minnesota 55432 763-786-4436
City of St. Francis	Fire Chief 23340 Cree Street NW St. Francis, Minnesota 55070 763-441-4452
Township of Linwood	Fire Chief 22817 Typo Creek Drive NE Stacy, Minnesota 55079 651-462-0502

The addressees listed in this section shall be the registered address of the Members for purposes of sending and receiving notices and communications required pursuant to this Agreement. Any Member may change its registered address and/or authorized representative by written notice delivered to the ACFPA Secretary and all other Members. Mailed notice shall be deemed complete two (2) business days after the date of mailing.

11.4 Members Form a Governing Joint Powers Board.

For the purposes of the Agreement, the Members shall collectively form a Joint Powers Board, which shall govern the entity. The Members shall not be deemed to be independent contractors nor employees of ACFPC; rather, Members shall be deemed to be governing participants. Any and all agents, servants, employees, or independent contractors of a Member remains an employee or independent contractor of the Member, and shall not be considered an employee or independent contractor of any other Member for any purpose. This paragraph shall not prohibit an employee or independent contractor of any Member from contracting with ACFPC to provide services outside their normal engagements.

11.5 Damages.

In the event of a Member's failure to perform obligations under this Agreement, that Member shall be liable to the other parties for any and all damages reasonably sustained by the other Member as a result of such failure. ACFPC shall attempt to first mediate all internal disputes and Members are strongly encouraged to engage in binding arbitration instead of litigation.

11.6 Remedies Cumulative.

All remedies provided for herein or otherwise available at law or equity shall be cumulative. The election of one remedy shall not bar other remedies available to the Member.

11.7 Waiver of Default.

The waiver of any default by any Member, or the failure to give notice of any default, shall not constitute a waiver of any subsequent default or be deemed to be a failure to give such notice with respect to any subsequent default. The making or acceptance of a payment by any Member with knowledge of the existence of a default shall not operate or be construed to operate as a waiver of any subsequent default.

11.8 Subcontracts, Assignment.

A Member may not subcontract, assign, or otherwise transfer its rights or obligations under this Agreement to any other entity – public or private.

11.9 Successors. Each Member binds itself and its successors, legal representatives, and assigns to the other Members and to the partners, successors, legal representatives, and assigns of such other Members, in respect to all rights and obligations under this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

CITY OF ANOKA

By: _____
Phil Rice, Mayor

Dated: _____

ATTEST:

By: _____
Tim Cruikshank, City Manager

Dated: _____

Approved as to Form and Execution:

By: _____
Scott Baumgartner, City Attorney

Dated: _____

CITY OF ANDOVER

By: _____
Mike Gamache, Mayor

Dated: _____

ATTEST:

By: _____
Jim Dickinson, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Scott Baumgartner, City Attorney

Dated: _____

CITY OF CHAMPLIN

By: _____
ArMand Nelson, Mayor

Dated: _____

ATTEST:

By: _____
Bret Heitkamp, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Darrell Jensen, City Attorney

Dated: _____

CITY OF BETHEL

By: _____
Todd Miller, Mayor

Dated: _____

ATTEST:

By: _____
Ginger Berg, City Clerk

Dated: _____

Approved as to Form and Execution:

By: _____
Bill Goodrich, City Attorney

Dated: _____

CITY OF BLAINE

By: _____
Tom Ryan, Mayor

Dated: _____

ATTEST:

By: _____
Clark Arneson, City Manager

Dated: _____

Approved as to Form and Execution:

By: _____
Patrick Sweeney, City Attorney

Dated: _____

CITY OF CENTERVILLE

By: _____
Thomas Wilharber, Mayor

Dated: _____

ATTEST:

By: _____
Dallas Larson, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Kurt Glaser, City Attorney

Dated: _____

CITY OF COLUMBIA HEIGHTS

By: _____
Gary Peterson, Mayor

Dated: _____

ATTEST:

By: _____
Walt Fehst, City Manager

Dated: _____

Approved as to Form and Execution:

By: _____
Jim Hoeft, City Attorney

Dated: _____

CITY OF CIRCLE PINES

By: _____
David Bartholomay, Mayor

Dated: _____

ATTEST:

By: _____
James Keinath, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Kim Kozar, City Attorney

Dated: _____

CITY OF COON RAPIDS

By: _____
Tim Howe, Mayor

Dated: _____

ATTEST:

By: _____
Steve Gatlin, City Manager

Dated: _____

Approved as to Form and Execution:

By: _____
David Brodie, City Attorney

Dated: _____

CITY OF FRIDLEY

By: _____
Scott Lund, Mayor

Dated: _____

ATTEST:

By: _____
Wally Wysopal, City Manager

Dated: _____

Approved as to Form and Execution:

By: _____
Darcy Erickson, City Attorney

Dated: _____

CITY OF EAST BETHEL

By: _____
Richard Lawrence, Mayor

Dated: _____

ATTEST:

By: _____
Jack Davis, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Mark Vierling, City Attorney

Dated: _____

CITY OF HAM LAKE

By: _____
Mike Van Kirk, Mayor

Dated: _____

ATTEST:

By: _____
Doris Nivala, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Wilbur Dorn, City Attorney

Dated: _____

CITY OF HILLTOP

By: _____
Jerry Murphy, Mayor

Dated: _____

ATTEST:

By: _____
Ruth J. Nelson, City Clerk

Dated: _____

Approved as to Form and Execution:

By: _____
Carl J. Newquist, City Attorney

Dated: _____

CITY OF LINO LAKES

By: _____
Jeff Reinert, Mayor

Dated: _____

ATTEST:

By: _____
Jeff Karlson, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Kurt Glaser, City Attorney

Dated: _____

CITY OF LEXINGTON

By: _____
Michael Pitchford, Mayor

Dated: _____

ATTEST:

By: _____
Bill Petracek, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Kurt Glaser, City Attorney

Dated: _____

TOWNSHIP OF LINWOOD

By: _____
Phillip Osterhus, Chair, Board
of Supervisors

Dated: _____

ATTEST:

By: _____
Judy Hanna, Town Clerk

Dated: _____

Approved as to Form and Execution:

By: _____
Mike Haag, City Attorney

Dated: _____

CITY OF MOUNDS VIEW

By: _____
Joe Flaherty, Mayor

Dated: _____

ATTEST:

By: _____
James Ericson, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Scott Riggs, City Attorney

Dated: _____

CITY OF OAK GROVE

By: _____
Mark Korin, Mayor

Dated: _____

ATTEST:

By: _____
Rick Juba, City Administrator

Approved as to Form and Execution:

By: _____
Robert Vose, City Attorney

CITY OF NOWTHEN

By: _____
William Schulz, Mayor

Dated: _____

ATTEST:

By: _____
Corrie LaDoucer, City Clerk

Dated: _____

Approved as to Form and Execution:

By: _____
Robert Ruppe, City Attorney

Dated: _____

CITY OF RAMSEY

By: _____
Sarah Strommen, Mayor

Dated: _____

ATTEST:

By: _____
Kurt Ulrich, City Administrator

Approved as to Form and Execution:

By: _____
Joseph Langel, City Attorney

CITY OF SPRING LAKE PARK

By: _____
Cindy Hansen, Mayor

Dated: _____

ATTEST:

By: _____
Daniel Buchholtz, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Jeffrey Carson, City Attorney

Dated: _____

CITY OF ST. FRANCIS

By: _____
Jerry Tveit, Mayor

Dated: _____

ATTEST:

By: _____
Matthew Hysten, City Administrator

Dated: _____

Approved as to Form and Execution

By: _____
Scott Lepak, City Attorney

Dated: _____

EXHIBIT A - BYLAWS

Bylaws of Anoka County Fire Protection Council

Article I – Name

Section 1. Name. The name of the joint powers entity shall be Anoka County Fire Protection Council (hereinafter “ACFPC”).

Article II – Location

Section 1. Registered Office. The registered office of ACFPC is Spring Lake Park Fire Dept., Inc., 1710 County Hwy 10, Spring Lake Park, MN 55432. The corporate records shall be stored at ACFPC’s registered office.

Section 2. Mailing Address. ACFPC’s mailing address is Spring Lake Park Fire Dept., Inc., 1710 County Hwy 10, Spring Lake Park, MN 55432.

Section 3. Other Offices. ACFPC may maintain other offices and places of business as the Board may from time to time designate or the business of the ACFPC may require.

Article III – Purpose

Section 1. Purpose. The purpose of this Joint Powers Entity is to join together to improve the efficiency and effectiveness of fire and emergency services to the public within the geographic service area of the Members. Specifically, ACFPC will cooperatively address the Members’ long term needs for fire-fighting and emergency equipment, fire records data systems, fire-fighter and EMS training, fire prevention, fire inspection, fire-related public education, and other fire- and emergency-related essentials.

Section 2. Mission. ACFPC shall strive to:

- A. Improve safety conditions for ACFPC Members’ firefighters;
- B. Promote fire safety through education, inspections, investigations, and general protection of its Members’ citizens;
- C. Exchange ideas among ACFPC Members in areas related to all aspects of fire and emergency services;
- D. Enhance overall communications between and among ACFPC Members;

Exhibit A

- E. Strive to provide to the Members' communities the best overall fire and emergency services that can be jointly made available;
- F. Serve in an advisory capacity to the Members on matters related to fire and emergency services;
- G. Serve as an appropriate representative of firefighting and emergency services within Anoka County;
- H. Coordinate efforts for the mutual exchange of equipment and services among ACFPC Members;
- I. Provide appropriate training through the Anoka County Training Academy for ACFPC Members' firefighters;
- J. Participate in the creation and on-going management of the Records Management and Computer Aided Dispatch Systems for ACFPC Members;
- K. Establish and maintain cooperative relationships with Joint Law Enforcement Council and other government agencies; and
- L. Enter into contracts, agreements, and transactions for the benefit of all ACFPC Members.

Article IV – Membership

Section 1. Membership. Membership shall consist of the participating Members of the Joint Powers Agreement, as defined in said Agreement.

Article V – Joint Powers Board

Section 1. Number and Qualifications. The ACFPC Joint Powers Board shall have the following composition of two (2) joint decision-making bodies:

- A. Fire Chief Directors – For day-to-day operations and programmatic decisions of ACFPC that do not constitute “Major Financial Decisions”:
 - 1. Each City/Township Member shall be represented by its Fire Chief, or the Fire Chief's designee in the Fire Chief's absence.
 - 2. One (1) vote per fire department shall be counted when voting. Moreover, votes shall be weighted pursuant to the cost-share model, and seventy-five percent (75%) of the cumulative weight of all the Members is required for passage of all items.
 - 3. The Fire Chiefs shall meet at least quarterly to assure proper governance and adequate programming.

Exhibit A

- B. Elected Official Directors – For “Major Financial Decisions” of ACFPC:
1. Each City/Township Member shall be represented by one (1) of its elected officials, or the official’s alternate in the official’s absence.
 2. One (1) vote per City/Township Member shall be counted when voting. Moreover, votes shall be weighted pursuant to the cost-share model, and seventy-five percent (75%) of the cumulative weight of all the Members is required for passage of all items.
 3. The elected officials shall meet at least annually, to approve the ACFPC budget and ensure proper fiscal accountability. Additional periodic meetings may be necessary as required.

Section 2. Governing Powers. Pursuant to the Joint Powers Agreement and Minn. Stat. § 471.59, the Joint Powers Board shall have all the duties and powers necessary and appropriate for the overall direction of ACFPC, including but not limited to:

- A. To perform any and all duties imposed upon them collectively or individually by law, by the Joint Powers Agreement, the Bylaws, and/or the Policies & Procedures;
- B. To appoint and remove, employ and discharge, and, except otherwise provided in these Bylaws, prescribe the duties and fix compensation, if any, of all Officers, agents, employees, independent contractors, and/or committees of ACFPC; to prescribe powers and duties for them; and to fix their compensation;
- C. To manage and oversee the affairs and activities of ACFPC, and to make policies and procedures;
- D. To enter into contracts, leases, and other agreements which are, in the judgment of the Joint Powers Board, necessary or desirable in obtaining the purposes of promoting the interests of ACFPC;
- E. To acquire real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey, or otherwise dispose of such property;
- F. To borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities;
- G. To indemnify and maintain insurance on behalf of any of ACFPC, its Directors, Officers, agents, employees, or independent contractors, for liability asserted against the entity or incurred by such person in such capacity or arising out of such person’s status as such, subject to the provisions of Minn. Stat. § 471.59 or other law/equity; and

Exhibit A

H. To follow these Bylaws, including meeting regularly.

The Joint Powers Board may engage in such acts that are in the best interests of ACFPC and that are not in violation of Minnesota Statutes or Federal law. No Director shall have any right, title, or interest in or to any property of ACFPC.

Section 3. Terms. Because both decision-making bodies composing the Joint Powers Board serve *ex officio*, there are no terms.

Section 4. Election Procedures. Because both decision-making bodies composing the Joint Powers Board serve *ex officio*, there are no election procedures.

Section 5. Resignation, Termination, Leaves, and Absences.

- A. A Director may resign or request a leave of absence at any time by giving written notice to the Secretary of ACFPC. The resignation or request for leave of absence is effective immediately without acceptance, unless a later effective time is specified in the notice. If a resignation is effective at a later date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. At no time shall any participating Member go unrepresented or have fewer than one (1) representative amongst the Fire Chief Directors as well as one (1) representative amongst the Elected Official Directors.
- B. A Director on leave shall be considered an inactive member of the Joint Powers Board. At no time shall any participating Member go unrepresented or have fewer than one (1) representative amongst the Fire Chief Directors as well as one (1) representative amongst the Elected Official Directors.
- C. Any Director may be removed for just cause, including excess unexcused absences, by an affirmative vote of the remaining Directors within the specific Director group (i.e., Fire Chiefs or Elected Officials). At no time shall any participating Member go unrepresented or have fewer than one (1) representative amongst the Fire Chief Directors as well as one (1) representative amongst the Elected Official Directors.
- D. The matter of removal may be acted upon at any meeting of the Board, provided that notice of the intention to consider a Director's removal has been given to each Director and to the Director affected at least thirty (30) days in advance of the meeting. A successive Director may then be elected to fill the vacancy thus created. Any Director whose removal will be proposed shall be given at least thirty (30) days notice of the intent to take such action and an opportunity to be heard at this meeting.

Exhibit A

Section 6. Vacancies. If a Member's representative is removed or resigns, the City/Township he/she represents must nominate another qualifying representative to serve on ACFPC's Board. At no time shall any participating Member go unrepresented or have fewer than one (1) representative amongst the Fire Chief Directors as well as one (1) representative amongst the Elected Official Directors.

Section 7. Compensation. No compensation shall be paid to Directors of ACFPC for their services, time, and efforts. Directors, however, may be reimbursed for necessary and reasonable actual expenses incurred in the performance of their duties.

Section 8. Open Meetings and Government Data. Pursuant to Minn. Stat. Chapters 13 and 13D, all meetings, including executive sessions, must be open to the public when required or permitted by law to transact public business in a meeting, and records of those meetings must be recorded and made available to the public upon reasonable request. The minutes of meetings shall record all votes taken at the meeting, including the vote of each Board Member on appropriations of money, except for payments of judgments and amounts fixed by statute. Government data must also be made available to the public upon reasonable request. The Board may close a meeting only under circumstances allowed or required by the Minnesota Open Meeting Law.

Section 9. Public Comment at Meetings. A minimum of fifteen (15) minutes shall be reserved at each Board of Director meeting for comments and requests for business to be brought before the Board by employees, volunteers, and/or interested community members. The Chair of the Board may reasonably limit individual speaking times.

Section 10. Annual Meetings. An annual meeting shall take place in the month of January, the specific date, time, and location of which will be designated by the Chair of the Board. If the Chair fails to select a place for the annual meeting, it shall be held at ACFPC's registered office. The annual meeting shall be held for the purpose of electing the Officers of ACFPC, as well as the consideration of any other business that may be properly brought before the Board. This shall include, but not be limited to, Board reports regarding ACFPC activities and financial position; authorization of the annual information return for submission; approval of policy/procedures, Joint Powers Agreement and/or Bylaws changes; and input toward the direction of the ACFPC for the coming year.

Section 11. Regular Meetings. Regular meetings of the Joint Powers Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. If the Board fails to select a place for a regular Board meeting, it shall be held at ACFPC's registered office. The agenda shall be:

- Call to Order
- Roll Call

Exhibit A

- Reading and Approval of Minutes of the preceding meeting
- Approval of Agenda of current meeting
- Reports of Officers
- Reports of Committees
- Old and Unfinished Business
- New Business
- Adjournment

Section 12. Special Meetings. The Secretary of ACFPC shall call a special meeting upon the written request of any Director. If the Board fails to select a place for the special Board meeting, it shall be held at ACFPC's registered office.

Section 13. Notice. Written notice, including the date, time, and place of the meeting, shall be provided to each Director at least five (5) calendar days in advance of any meeting. Notice shall not be provided more than sixty (60) calendar days in advance of any meeting. This notice shall be given personally, by mail, e-mail, telephone, or facsimile. The attendance at, or participation of a Director in, any meeting requiring written notice shall constitute a waiver of notice of such meeting, except where the Director attends or participates for the express purpose of objecting to the transaction of business because the meeting was not lawfully called or convened.

Section 14. Quorum. At all meetings, fifty-one percent (51%) or greater of active Directors shall constitute a quorum for the transaction of all authorized business. If fifty-one percent (51%) or greater of active Directors are not present, no voting can occur; only an informal meeting may commence.

Section 15. Voting. During Board meetings, votes shall be weighted pursuant to the cost-share model, and seventy-five percent (75%) of the cumulative weight of all the Members is required for passage of all items.

Section 16. Proxies. Voting by proxy shall NOT be permitted.

Section 17. Meeting Procedures. Robert's Rules of Order shall be the authority for all questions regarding Board meeting procedures.

Section 18. Meeting Decorum. ACFPC shall follow best and lawful practices for conducting business at Board meetings. The Joint Powers Board shall exemplify, communicate, and enforce the expectation that meetings be conducted in an orderly and respectful manner. The Joint Powers Board reserves the right to excuse any Director, Officer, member, guest, member of the media, or audience participant exhibiting conduct that is disrespectful or disruptive to meeting proceedings. Per Robert's Rules of Order Newly Revised, the Chair has the sole responsibility to require order in a meeting. To that end, the Chair has the authority to call a

Exhibit A

Director, Officer, or member to order, and exclude non-members. If necessary to maintain an orderly meeting, the Chair has the authority to remove a participant from the meeting.

Section 19. Written Action. Any action required or permitted to be taken at a Board of Director's meeting may be taken by written action signed, or consented to by authenticated electronic communication, by the number of Directors that would be required to take the same action at a meeting of the Board at which all Directors were present.

Article VI – Officers

Section 1. Designation. Principal Officers of ACFPC shall be: Chair, Vice Chair, Treasurer, and Secretary. At the discretion of the Joint Powers Board, other Officers may be elected with duties that the Board shall prescribe.

Section 2. Election of Officers. Officers shall also be Directors of ACFPC as well as fire service professionals, and must be elected at the annual meeting. Officers are elected by the Joint Powers Board. Unless sooner removed by the Board, Officers shall serve for a term of two (2) years, or until their successors are elected. A vacancy in any office may be filled by a majority vote of the Joint Powers Board for the unexpired portion of the term. The Joint Powers Board shall also have the authority to appoint such temporary acting Officers as may be necessary during the temporary absence or disability of the regular Officers.

Section 3. Terms. All Officers shall serve a two (2)-year term. An Officer may serve an unlimited number of terms.

Section 4. Resignation. An Officer may resign by giving written notice to ACFPC. The resignation is effective without acceptance when the notice is given to the Board, unless a later effective date is named in the notice.

Section 5. Removal. Any Officer may be removed from his/her position for just cause by an affirmative vote of either the Fire Chief Directors or the Elected Official Directors. The matter of removal may be acted upon at any meeting of the Board, provided that notice of the intention to consider an Officer's removal has been given to each Member and to the Officer affected at least thirty (30) days in advance of the meeting.

Section 6. Compensation. Officers of ACFPC may, but need not, receive reasonable compensation for their services, time, and efforts. The amount and frequency of payments shall be reasonable, determined from time to time by the Joint Powers Board in accordance with the Conflicts of Interest Policy, and be legally compliant with all state and federal employment, nonprofit, and other applicable laws. In addition, Officers may be reimbursed for necessary and reasonable actual expenses incurred in the performance of their duties.

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Section 7. Chair.

- The Chair shall be the principal Officer of ACFPC.
- Subject to the direction and control of the Board, the Chair shall have general active management of the business of ACFPC. When present, the Chair shall preside at meetings of the Board and of Committees.
- The Chair shall see that the orders and resolutions of the Board are carried into effect, and, along with one other Officer of ACFPC, shall sign and deliver in the name of ACFPC deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of ACFPC, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by the Joint Powers Agreement or by the Board to another Officer or the Executive Director(s).
- The Chair may appoint all committees, standing and temporary. The Chair shall be a voting ex-officio member of all committees.
- The Chair shall certify the proceedings of the Board, and shall cast the deciding vote when the Joint Powers Board is equally divided.
- In general, the Chair shall discharge all duties incident to the Office of Chair and prescribed by the Board, and shall have such powers as may be reasonably construed as belonging to the Chief Executive of any organization.

Section 8. Vice Chair.

- The Vice Chair shall act in the absence or disability of the Chair.
- The Vice Chair shall assist the Chair as requested.
- The Vice Chair shall compile and maintain a book of policies and procedures in collaboration with the organization's legal counsel.
- The Vice Chair shall perform other duties as prescribed by the Board or by the Chair.

Section 9. Secretary.

- The Secretary shall keep, or cause to be kept, all non-financial business records and paraphernalia of ACFPC. The Secretary shall be responsible for maintaining all books, correspondence, committee minutes, Membership lists, paraphernalia, and papers relating to the business of ACFPC, except those of the Treasurer. The records and paraphernalia shall be maintained at ACFPC's registered office.
- The Secretary shall keep, or cause to be kept, true and accurate minutes of all meetings of the Joint Powers Board and of the Executive Committee. Said minutes shall be kept within the Anoka County Records Management System and a timely copy of all such minutes shall be provided to each ACFPC Member.
- The Secretary shall give, or cause to be given, all notices of Joint Powers Board meetings and other notices required by law or these Bylaws.

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- The Secretary shall file any document required by any statute, federal or state, in collaboration with the organization's legal counsel.
- The Secretary shall maintain the office and purchase office supplies.
- The Secretary shall perform other duties as prescribed by the Board or by the Chair.

Section 10. Treasurer.

- The Treasurer shall have care and custody of monies belonging to ACFPC and shall be responsible for such monies or securities of the organization. The Treasurer shall be responsible to keep accurate financial records for ACFPC.
- The Treasurer shall be keep, or cause to be kept, all financial records belonging to ACFPC. The records shall be maintained at ACFPC's registered office.
- The Treasurer shall deposit (or cause to deposit) money, drafts, and checks in the name of and to the credit of ACFPC in the banks and depositories designated by the Board; endorse for deposit notes, checks, and drafts received by the ACFPC as ordered by the Board; make proper vouchers for deposit; and disburse (or cause to disburse) ACFPC's funds and issue checks and drafts in the name of ACFPC, as ordered by the Board.
- With the assistance of appropriate professionals: The Treasurer shall prepare a proposed annual budget as well as present the budget and a report of the financial condition of the ACFPC to the Joint Powers Board at the annual meeting, and will, from time to time, make such other financial reports to the Joint Powers Board as it may require. The Treasurer shall also prepare (or cause to prepare) the annual tax filing (if appropriate), annual audit (if appropriate), and other annual financial reports.
- The Treasurer shall serve as the Finance Committee Chair.
- The Treasurer shall perform other duties as prescribed by the Board or by the Chair.

Section 11. Any Officer of ACFPC, in addition to the duties and powers conferred upon him or her by these Bylaws, shall have such additional duties and powers as may be prescribed from time to time by the Joint Powers Board.

Articles VII – Committees

Section 1. Authority. The Joint Powers Board may act by and through such committees as may be specified in resolutions adopted by a majority of the Joint Powers Board. Each committee shall have such duties and responsibilities as are granted to it from time to time by the Joint Powers Board, and shall at all times be subject to the control and direction of the Joint Powers Board. Committee members, other than the Committee Chair, need not be Directors. Examples of committees that may be formed by the Board are:

Exhibit A

- Standard Operating Procedures Committees:
 - Radio/Dispatch
 - Background Checks
 - Technical Rescue Tactics
 - Fire Investigations
 - General SOP
- Fire Intervention/Community Education Program
- Firefighter Excellence
- Technological Advancements
- Legal and Governance Committee

Section 2. Executive Committee. The Joint Powers Board, by resolution adopted by a majority of the Board, may establish an Executive Committee to consist of at least the Officers. The Chair of the Board will be the Chair of the Executive Committee. The designation of the Executive Committee and the delegation of authority granted to it shall not operate to relieve the Joint Powers Board of any responsibility imposed upon it, as it is subject to the direction and control of the full Board. However, the Executive Committee shall have all the powers and authority of the Joint Powers Board in the intervals between meetings of the Joint Powers Board, except for the power to amend the Joint Powers Agreement and Bylaws.

Section 3. Finance Committee. The Joint Powers Board, by resolution adopted by a majority of the Board, may establish a Finance Committee. The Treasurer is the Chair of the Finance Committee, which includes three other Directors. The Finance Committee is responsible for developing and reviewing the fiscal procedures, funding plans, and the annual budget with staff and other Directors. The Board must approve the budget and all expenditures must be within budget. Any major change in the budget must be approved by the Joint Powers Board. Annual reports are required to be submitted to the Board showing actual income, pending income, actual expenditures, and pending expenditures. The financial records of the organization shall be made available to the Directors, Officers, and the public.

Section 4. Meetings. Meetings of the individual committees may be held at such time and place as may be determined by a majority of the committee, by the Board Chair, or by the Joint Powers Board. Notice of meetings shall be given to the committee's members at least five (5) business days and no more than sixty business (60) days notice in advance of the meeting unless all members agree to a shorter notification. A majority of the committee's membership shall constitute a quorum.

Article VIII – Executive Director(s), Employees, & Independent Contractors

Section 1. Designation. The Joint Powers Board may select and employ an Executive Director. The Executive Director may also serve as a Director and/or Officer if permitted by the Joint Powers Board; however, strict adherence to the Conflicts of Interest policy shall be necessary, the Executive Director shall only be compensated in his or her capacity as an employee, and the Executive Director shall not also serve as the Treasurer of ACFPC.

Section 2. Duties. The Executive Director shall be responsible for providing professional advice and assistance to the Joint Powers Board; administer the work delegated to the staff; hire and release staff members; coordinate with the Treasurer in paying bills and creating deposits; and have such other powers to perform other duties as may be assigned by the Joint Powers Board.

Section 3. Other Staff. At the discretion of the Joint Powers Board, the Executive Director may hire and discharge other employed staff as may be reasonable and necessary to support the organization. The employed staff shall report directly to and be accountable to the Executive Director or his or her designee.

Section 4. Compensation. ACFPC may pay compensation to the Executive Director, employees, and other independent contractors for services rendered. The amount and frequency of payments shall be reasonable, determined from time to time by the Board, and be legally compliant with all state and federal employment, nonprofit, and other applicable laws.

Section 5. Checks, Drafts, Petty Cash Fund. The Executive Director may be authorized to provide one of the signatures on checks, drafts, or other orders of payment for ACFPC. He or she may also be authorized to administer a Petty Cash Fund, the size of which will be designated by the Joint Powers Board.

Article IX – Volunteers

Section 1. Designation. The Joint Powers Board shall establish policies and procedures to recruit, train, and utilize volunteers in the operation of its activities and fulfillment of its purpose and mission.

Section 2. Insurance Coverage for Volunteers. ACFPC may maintain a special accident policy to cover those individuals serving the organization in a volunteer capacity.

Article X – Management, Finances, & Miscellaneous Provisions

Section 1. Calendar Year. The accounting year of ACFPC shall be the calendar year. The accounting year shall begin on the first day of January of each year and end on the last day of December of each year.

Section 2. Books and Accounts. ACFPC shall maintain a savings and checking account at a reputable bank under the name “Anoka County Fire Protection Council.” The Chair and Treasurer are authorized to act as signatories on all ACFPC bank accounts. In the event the Chairmanship is vacant or the Chair is incapacitated in some manner, the Vice Chair is authorized to temporarily act as a signatory in the Chair’s place. In the event the Treasurer’s position is vacant or the Treasurer is incapacitated in some manner, the Secretary is authorized to temporarily act as a signatory in the Treasurer’s place. ACFPC’s books and accounts (or an exact copy thereof) shall be kept at the registered office.

Section 3. Budget. An operating budget for ACFPC will be adopted one (1) year in advance of the effective date of budget. Example: The proposed 2016 budget will be discussed at the regular October 2014 ACFPC meeting and adopted at the January meeting of 2015. The Board must approve the budget and all expenditures must be within budget. Any major change in ACFPC’s budget must be approved by the Joint Powers Board.

Section 4. Financial Responsibility of Members. Each participating Member shall pay an annual fee as well as its percentage share of ACFPC’s annual expenses.

A. Annual Fee:

1. The Joint Powers Board shall determine the annual fee and all other fees and/or assessments owed by Members, and these fees may be changed from time to time. The Joint Powers Board shall publish the annual fees on a regular basis to all Members and prospective Members. “Good standing” and continued voting privileges are contingent upon being current on payment of fees and/or assessments. Failure to pay a fee or assessment shall subject Members to loss of voting rights and/or termination unless special arrangements are made with the Board.
2. The period of time covered by the annual fee is from January 1 to December 31 of each year.
 - i. At the regular October ACFPC meeting, a Notice of Dues will be distributed to each Member. The notice will include: Annual Dues and that Member’s share of the ACFPC budget, based on the cost sharing model.
 - ii. It shall be the responsibility of each ACFPC Member to remain in “good standing” by timely paying of their Notice of Dues and share of the ACFPC budget. A Member shall be in “good standing” when their annual fee and

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share of the ACFPC budget has been fully paid to ACFPC by December 1st. A participating Member whose annual fee and share of the ACFPC budget has not been fully paid to ACFPC by December 1st shall not be in “good standing,” and said Member shall forfeit their voting rights on all business items at ACFPC meetings until such time as its annual fee and share of the ACFPC budget has been fully paid.

- B. *Percentage Share of ACFPC Expenses:* A Member’s percentage share of the annual expenses of the ACFPC shall be equal to the Member Index divided by the Aggregate Index as defined in the Joint Powers Agreement. Member percentage shares will be displayed on a cost-share model compiled annually based on available data.

Section 5. Legal Instruments. All contracts, agreements, and other legal instruments executed by ACFPC shall be issued in the name of ACFPC, not the individual name of a Director or Officer. Legal instruments shall be signed by no less than two (2) Officers of ACFPC – the Chair (if able), and one other Officer. While Directors and Officers have authority to sign official documents on behalf of ACFPC, they may do so ONLY after proper consideration and approval by the Joint Powers Board. In the absence of approval by the Joint Powers Board, the individual Director or Officer is personally liable on the legal instrument.

Section 6. Loans. No loans shall be contracted on behalf of ACFPC nor shall evidences of indebtedness be issued in its name unless specifically authorized by resolution of the Joint Powers Board. Such authority shall be confined to specific instances.

Section 7. Examination by Directors, Members & Public. Every Director, Officer, Member of ACFPC, and the Public shall have a right to examine, in person or by agent or attorney, at any reasonable time, and at the registered office, all books and records of ACFPC and make extracts or copies therefrom.

Section 8. Periodic Reviews. To ensure ACFPC operates in a manner consistent with its public purposes, files all required paperwork, and does not engage in activities that could jeopardize its image and status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- A. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm’s length bargaining;
- B. Whether partnerships, joint ventures, and arrangements with management organizations conform to ACFPC’s written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further the Joint Powers Agreement’s

Exhibit A

purposes and do not result in impermissible private benefit or kickbacks;

- C. Whether ACFPC is properly filing paperwork with government entities. In addition to organizational compliance documents, ACFPC shall file all required employer reports to agencies such as the Minnesota Unemployment Insurance Fund, the Minnesota Dept. of Revenue, the Minnesota Attorney General's Office, the Minnesota Secretary of State, the Social Security Administration, and provide employee tax documents by the required deadlines.

Section 9. Publication and Media.

- A. WEBSITE: ACFPC's official website shall be maintained monthly or as often as deemed necessary by the Joint Powers Board. The webmaster shall coordinate with the Joint Powers Board with regard to website content. ACFPC will be responsible for paying all costs associated with the domain name, hosting, SEO, and other related expenses related to maintaining ACFPC's official URL.
- B. NEWSPAPERS AND PRESS: ACFPC shall always portray the organization and its Directors, Officers, members, employees, independent contractors, and other agents in the most positive nature possible. When internal and/or external crises arise, public relations matters may require rapid advice from an attorney or PR professional.

Section 10. Affiliations. ACFPC may maintain professional affiliations that benefit and strengthen the organization in its capacity to fulfill its mission.

Section 11. Policies and Procedures. The Joint Powers Board shall establish policies and procedures:

- To codify decisions made by the Board at regular meetings in one central location;
- Regarding internal financial controls;
- Regarding gifts and grants to other individuals/organizations;
- Regarding employees and volunteers;
- Regarding Emergency Response SOP; and
- Regarding other topics that may become reasonable and necessary.

Section 12. Amending the Joint Powers Agreement and Bylaws. ACFPC shall have the power to amend the Joint Powers Agreement and these Bylaws. Pursuant to the Joint Powers Agreement, amendments to the Joint Powers Agreement may be amended when the Members agree, by resolution of both the Fire Chief Directors and the Elected Official Directors. Notice of any proposed amendment shall be provided to all participating Members at least thirty (30) days prior to the effective date of the proposed amendment. Amending these Bylaws requires the same process.

Exhibit A

Certification

These Bylaws were approved by all Members as a part of the adoption of the Joint Powers Agreement

Secretary

Date

EXHIBIT B – 2015 COST-SHARE MODEL

EXHIBIT C - EQUIPMENT AND/OR PERSONAL PROPERTY CONTRIBUTED
PRIOR TO THE EFFECTIVE DATE

Category	Description	Purchase Date	Cost
FIP	JFS Display cases		
FIP	Projector for JFS		
FIP	luggage cart for FIP	07/18/2000	\$ 30.89
FIP	File boxes for FIP	03/26/2001	\$ 26.23
FIT	Investigation Team equipment	09/08/2004	\$ 2,500.00
	Label Printer	11/04/2004	\$ 2,153.31
FIT	Investigations Trailer	06/15/2005	\$ 3,041.18
FIT	Investigations Trailer signs	07/19/2005	\$ 290.00
FIT	Investigation Team equipment	03/01/2006	\$ 1,980.96
FIT	Investigation Team equipment	03/06/2006	\$ 1,203.24
FIT	Investigation Team equipment	04/27/2006	\$ 373.43
FIT	Investigation Team equipment	06/01/2006	\$ 663.24
FIT	Investigation Team equipment	07/24/2006	\$ 439.55
FIT	Investigation Team equipment	07/24/2006	\$ 47.20
FIT	Investigation Team equipment	07/24/2006	\$ 203.09
FIT	Investigation Team equipment	01/29/2007	\$ 150.00

CISD	peer counseling laptop	05/16/2007	\$	1,592.18
FIT	Scanner for Fit	02/14/2008	\$	262.85
FIT	File Cabinet for FIT	02/21/2008	\$	215.24
FIT	Flash & Camera Bag FIT	08/07/2008	\$	379.47
FIT	Hard Hats FIT	09/16/2008	\$	91.44
FIT	Small Tools FIT	11/13/2008	\$	37.07
FIT	Folding Chairs FIT	11/13/2008	\$	96.09
FIP	FIP file cabinet	06/16/2009	\$	168.12
FIT	FIT Items	07/13/2009	\$	92.66
FIT	FIT Items	07/13/2009	\$	90.07
FIT	Half Mask & Filters	07/27/2009	\$	256.30
FIT	FIT Tools	12/22/2009	\$	156.67
FIT	ACFIT Camera	06/14/2010	\$	965.44
FIT	Half Mask	11/04/2010	\$	330.00
FIP	FIP computer software	10/24/2011	\$	1,437.19
FIT	FIT - Flash Drive	02/06/2012	\$	32.12

EXHIBIT D - EQUIPMENT AND/OR PERSONAL PROPERTY CONTRIBUTED
AFTER THE EFFECTIVE DATE

AGENDA REPORT

TO: Acting City Administrator
FROM: Dean Kapler, Fire Chief
SUBJECT: **SCBA Replacement Bottles**
DATE: December 1, 2014

INTRODUCTION

Purpose of this report is to get council authorization for the replacement of 25 existing SCBA Bottles currently in the Fire Departments inventory.

BACKGROUND

The SCBA bottles used are made from a Carbon Fiber material. The greatest benefit of this material is its weight, substantially less than the metal bottles used in the past. The downside of this material is it has a limited life. The bottles may be hydrotested every 5 years with a maximum of 2 hydrotests. After the 3rd 5 year term, or 15 years, the bottles must be replaced. The 25 bottles in this case were purchased in the year 2000 and must be replaced. Staff has obtained a quote (attached) for new bottles at \$876.50 each or a total of \$21,912.50

Staff has consulted the Finance Director who suggests using funds from CIP Equipment. E-101-42210-590. This purchase was not part of the Fire Departments CIP for 2014.

RECOMMENDATION

Council to authorize staff to purchase 25 new SCBA bottles from Alex Air (authorized distributor) in the amount of \$21,912.50

BUDGET IMPACT

This project was not included in the 2014 CIP

Attachments:

1. Copies of quote

SEPARATION AGREEMENT AND RELEASE OF CLAIMS

THIS SEPARATION AGREEMENT AND RELEASE OF CLAIMS (“Agreement”) is entered into by and between **Matthew L. Hyle**n (“Employee”) and the **City of St. Francis**, a Minnesota Municipal Corporation (“City”). Employee and the City are collectively referred to as the parties.

WHEREAS, the City currently employs Employee as its City Administrator; and

WHEREAS, the City and City Administrator are parties to an Employment Agreement that details separation matters; and

WHEREAS, the City Administrator is subject to the City’s Personnel Policies that detail separation matters; and

WHEREAS, the parties are entering into this Agreement because Employee and the City mutually desire to conclude their employment relationship in an amicable manner, to resolve all existing or potential claims that may exist and to ensure that no potential claims or conflicts arise.

NOW THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement, the relinquishment of certain legal rights, and other valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Effective Date.** Pursuant to Minnesota Statutes §465.722, the effective date of this Agreement will be December 16, 2014, which is fifteen (15) days after approval by the City Council at a public meeting. Prior to the effective date, either the City or Employee may rescind this Agreement.
2. **Irrevocable Resignation.** Employee hereby resigns from all employment with the City effective December 31, 2014. Employee’s resignation is voluntary and can be rescinded at any time before December 16, 2014. After that date Employee’s resignation will be irrevocable. Employee has been on paid administrative leave since August 2014 and will remain on paid administrative leave until December 31, 2014. During the period of the paid leave of absence, the Employee shall make himself available on an as-needed basis to consult with the City.
3. **Severance Pursuant to Employment Agreement and Personnel Policies.** Pursuant to the terms of the Employment Agreement between Employee and the City and the City’s Personnel Policies, Employee will receive the following payments following his separation from the City:
 - a. A lump sum payment which is equivalent to six (6) months’ salary. This amount will be characterized as income and will be subject to applicable federal and state

- taxes, employment taxes, and other customary withholdings but will not be subject to PERA except as may otherwise be required by law, and City contributions as verified by the City's personnel records.
- b. Payment for accrued and unused vacation. This amount will be characterized as income and will be subject to applicable federal and state taxes, employment taxes, and other customary withholdings but will not be subject to PERA except as may otherwise be required by law, and City contributions as verified by the City's personnel records.
 - c. Payment for fifty percent (50%) of accrued and unused sick leave to be paid into a healthcare savings account.
4. **Insurance.** Through December 31, 2015, the City will continue to make the same \$650.00 per month lump sum premium contribution toward insurance, for Employee and his dependents that the City made for the month of December, 2014. Employee will provide proof of insurance as may be required by the City during this period of time.
 5. **Transition Expense.** The City shall reimburse Employee up to five thousand dollars (\$5,000.00) for transition expenses that Employee incurs in 2015 in finding employment. Transition expenses include travel, lodging and attendance at the ICMA conference, the Minnesota League of Cities conference, the MCMA conference, Advanced Management functions, outplacement service, resume preparation, employment and recruitment agency services. Employee will provide receipts of such expenses prior to reimbursement.
 6. **Attorney's Fees.** Within twenty (20) calendar days after December 31, 2014, the City shall reimburse Employee \$4,000.00 for his attorney's fees.
 7. **Payment for Disputed Claims.** Within twenty (20) calendar days after December 31, 2014 the City shall pay Employee \$30,000.00 in settlement of and release of all existing or potential claims as noted in this Agreement.
 8. **No Further Claim to Compensation.** This Agreement fully and completely satisfies any and all obligations between Employee and the City that arise out of or relate to his employment and resignation. Employee has no claim to any compensation from the City, in any form, beyond the compensation that is specifically described in this Agreement.
 9. **Release of Claims by City.** In consideration of the terms and benefits described in this Agreement, and as an inducement for Employee to enter into this Agreement, the City hereby fully and completely releases, acquits, and forever discharges Employee and his attorneys, agents, representatives, insurers, heirs, executors, assigns, and other affiliates from any and all liability for any and all damages, actions, or claims, regardless of whether they are known or unknown, direct or indirect, asserted or unasserted, that arise out of or relate to any action, decision, event, fact or circumstance occurring before the City signs this Agreement. The City Council understands and agrees that by signing this Agreement it is waiving and releasing any and all claims, complaints, causes of action,

and demands of any kind against Employee that are based on or arise under any federal or state law, including but not limited to the federal constitution, the state constitution, and any federal or state statute, regulation, rule, or common law.

10. **Release of Claims by Employee.** In consideration of the terms and benefits described in this Agreement, and as an inducement for the City to enter into this Agreement, Employee hereby fully and completely releases, acquits, and forever discharges the City, its current and former Council members, its current and former officers, its current and former employees, and its current and former agents, representatives, insurers, attorneys, and other affiliates from any and all liability for any and all damages, actions, or claims, regardless of whether they are known or unknown, direct or indirect, asserted or unasserted, that arise out of or relate to any action, decision, event, fact, or circumstance occurring before Employee signs this Agreement. Employee understands and agrees that by signing this Agreement he is waiving and releasing any and all claims, complaints, causes of action, and demands of any kind that are based on or arise under any federal or state law, including but not limited to the federal constitution, the state constitution, and any federal or state statute, regulation, rule, or common law; which Employee may have against the City arising out of his employment including, but not limited to, claims for breach of contract; breach of personnel policies or regulations; breach of fiduciary duty; fraud or misrepresentation; violation of the Minnesota Human Rights Act, the Americans with Disabilities Act, unauthorized or improper releases of private or confidential data related to the Employee in violation of the Minnesota Government Data Practices Act, denial of due process; defamation; intentional or negligent infliction of emotional distress; breach of the covenant of good faith and fair dealing; promissory estoppel; negligence; wrongful termination of employment; and any other claims for unlawful employment practices; except he does not waive any claim or cause of action he may have under Minnesota Statutes, Section 466.07.
11. **Claims Not Waived.** By signing this Agreement, neither the City nor Employee is releasing or waiving any rights or claims that are based solely on events that occur after this Agreement is signed, or any right to institute legal action for the purpose of enforcing this Agreement. Additionally, Employee does not waive the following: (a) any right to apply for unemployment compensation benefits; (b) any claims arising under the Workers' Compensation Act; or (c) any right to file a charge with a governmental agency, including the Equal Employment Opportunity Commission, although Employee agrees that he will not be able to recover any award of compensation, damages, or any other monies if he files a charge or complaint or has a charge or complaint filed on his behalf with any federal, state, or local government agency.
12. **Acceptance Period.** Employee has the right to review and consider this Agreement for a period of twenty-one (21) calendar days after receiving it. Employee is advised to seek the advice of legal counsel regarding this Agreement. If Employee signs this Agreement before twenty-one (21) calendar days have elapsed from the date on which he first received a copy of the Agreement to review, he will be voluntarily waiving his right to the twenty-one (21) day review period.

13. **Revocation Under the ADEA.** Employee recognizes that by signing this Agreement he is waiving and releasing any employment discrimination, retaliation, or other claims that he might have under the Age Discrimination in Employment Act (“ADEA”). After Employee signs this Agreement, he will have seven (7) calendar days to revoke his waiver and release of any claims arising under the ADEA. This right of revocation applies only to claims arising under the ADEA. For a revocation of claims under the ADEA to be effective, it must be delivered to Scott Lepak, either personally or by United States mail within the seven-day period. If delivered by mail, the revocation must be postmarked within the seven-day period, properly addressed to Scott Lepak and sent by certified mail, return receipt requested.
14. **Rescission Under the MHRA.** Employee recognizes that by signing this Agreement he is waiving and releasing any employment discrimination and retaliation claims that he might have under the Minnesota Human Rights Act (“MHRA”). Under the MHRA (Minnesota Statutes §363A.31), Employee has the right to rescind his release of claims in writing within fifteen (15) calendar days after signing it. This right of rescission applies only to any claims arising under the MHRA. For a rescission of claims arising under the MHRA to be effective, it must be delivered to Scott Lepak, either personally or by United States mail within the fifteen-day period. If delivered by mail, the rescission must be postmarked within the fifteen-day period, properly addressed to Scott Lepak and sent by certified mail, return receipt requested.
15. **Effect of Rescission of Release of Claims.** If Employee revokes or rescinds any part of the Release of All Claims in this Agreement, paragraphs 4, 5, 6 and 7 of this Agreement will automatically be rescinded without further action by either party.
16. **Return of Property.** Employee agrees to immediately return any and City property that is in his possession. The City will provide Employee with a reasonable opportunity to remove his personal effects from his office in a manner that is not embarrassing and at a time when other City staff are not present.
17. **Representation by Counsel.** Employee acknowledges that he has been represented by legal counsel of his own choosing with respect to this Agreement and all matters covered by and relating to it. Employee further agrees and represents that he has not received or relied upon any advice or representations by the City or the City’s counsel in entering into this Agreement. The parties acknowledge that they have consulted with their own legal counsel, that they have thoroughly read and understand the terms of this Agreement, and that they are voluntarily entering into this Agreement.
18. **No Admission of Wrongdoing.** Nothing in this Agreement may be construed to be an admission of liability or wrongdoing by, against, or on behalf of the City or Employee. Any form of wrongdoing or liability is expressly denied by the City and its representatives and by Employee and his representatives.

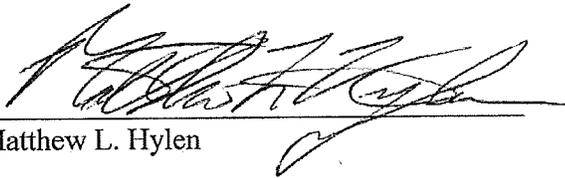
19. **Choice of Law, Forum and Severability.** This Agreement is governed by the laws of the State of Minnesota regardless of Employee's domicile or status as a resident of Minnesota or any other state. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.
20. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to Employee's employment and separation from employment with the City. No party has relied upon any statements, promises, or representations that are not stated in this document. No changes to this Agreement are valid unless they are in writing and signed by all parties. A copy of this Agreement will have the same legal effect as the original.

IN WITNESS WHEREOF, the parties have approved and executed this Agreement on the dates shown by their signatures.

Date: _____

11/24/14

Matthew L. Hylan



CITY OF ST. FRANCIS

Date: _____

BY: _____

Jerry Tveit, Mayor

Date: _____

BY: _____

Barbara Held, City Clerk