

CITY OF ST. FRANCIS

CITY COUNCIL AGENDA

December 2, 2013

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 21, 2013
 - b. Receive and file the URRWMO Minutes: September 10, 2013 and Unapproved November 12, 2013
 - c. Approving the Streets, Parks & Recycling Maintenance Worker Job Description
 - d. Appoint Tom Koep to the full time Streets, Parks & Recycling Maintenance Worker position at Grade 7 Step 1
 - e. Pay Estimate No. 3 to Concrete Idea Inc. of St. Michael for the T.H. 47 Pedestrian Improvements
 - f. Adopt the St. Francis Water Supply Plan submitted to the MN DNR in June 2013 and authorize the Public Works Director to execute the certification of adoption and forward on to the MN Department of Natural Resources.
 - g. Authorize the Police Department to order a 2014 Police Squad out of the 2014 Budget
 - h. Payment of Claims
5. Meeting Open to the Public
6. Petitions, Requests, Applications
 - a. Charter Commission Public Hearing on recommended Amendments
 - b. Norma Jones, 23008 spring Hill Road: Preliminary & Final Plat – Resolution 2013-40
 - c. 2014 Budget Discussion
7. Ordinances & Resolution
 - a. Ordinance 186 , Second Series –Amending Section 8-7-3 Entitled: Disposal of Excess Property (1st Reading)
 - b. Ordinance 187, Second Series - Amending Section 2-9-1 Regarding the Fee Schedule 2014(1st Reading)
 - c. Ordinance 188 , Second Series – Rental Housing (1st Reading)
 - d. Ordinance 189, Second Series – Amending Section 10-20-2-D Regarding District Standards for Fences (1st Rdg)
 - e. Ordinance 190, Second Series – Amending Sections 10-16-15 and 8-2-6 Regarding Property Access and Parking in Residential Areas (1st Reading)
8. Reports of Consultants & Staff Members
 - a. Engineer:
 - b. Attorney:
 - c. Staff:
 - Building Official:
 - Fire Dept.:
 - Public Works: Sanitary Sewer Televising/Asset Evaluation
 - Liquor Store:
 - Police:
 - City Administrator Report:
9. Reports from Council Members
10. Report from Mayor:
11. Old Business
12. New Business
13. Adjournment

Calendar of Event

- Nov 28 & 29: City Offices closed for the Thanksgiving Day Holiday
Dec 2: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm
Dec 15: Council Retreat 1:00 pm to 5:00 pm @ Anoka Ramsey Community College
Dec 16: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm

TO: Mayor & City Council

FROM: Matthew L. Hylan, *Matt* 
City Administrator

RE: Agenda Memorandum – December 2, 2013 Meeting

Agenda Items:

4. Consent Agenda:

- b. *Public Works Recycling Maintenance Worker:* Attached is the new job description for the recycling addition for one individual to complete the recycling coordinator requirements as discussed at the November 18, 2013 Council meeting.
- d. *Pay Estimate #3 for T.H 47 Pedestrian Improvement Project:* Attached is a copy of Pay Estimate #3 in the amount of \$4,087.44 to Concrete Idea, Inc. of St. Michael, MN.
- e. *St. Francis Water Supply Plan:* Attached is a memorandum from City Engineer Jared Voge regarding the St. Francis Water Supply Plan. We need to formally adopt this plan since the Minnesota Department of Natural Resources has approved it.
- f. *2014 Police Squad Car:* Historically, Council has authorized ordering a police squad car for the upcoming year since they typically are several months out for delivery. This is in the 2014 unapproved Budget (Dec. 16 approval).

6. Petitions, Requests, Applications:

- a. *Public Hearing on Charter Commission Recommended Amendments:* Mayor Tveit will open a public hearing to seek any input for the published proposed changes. After public input, Mayor Tveit will close the hearing. As reflected in the attached memorandum from the Charter Commission, they request each of their recommendations be considered separately.
- b. *Preliminary & Final Plat – Resolution 2013-40:* Attached is a memorandum from City Planner Nate Sparks regarding the Norma Jones 23008 Spring Hill Road preliminary and Final plat. Resolution 2013-40 approves the plat of the Jones Addition. A motion would be in order to approve this request as recommended by the Planning Commission.
- c. *2014 Budget Discussion:* City Finance Director Darcy Mulvihill will discuss the 2014 Budget and seek any final Council or citizen input into the 2014 Budget. Although this is not a hearing, citizen input is required on this agenda item.

7. Ordinances & Resolutions

- a. *Ordinance 186, Second Series:* Attached is Ordinance 186 amending City Code regarding the disposal of excess property. This is a minor revision to our current policy. The strikethrough language is included to highlight the changes. As an ordinance, this will require a roll call vote.
- b. *Ordinance 187, Second Series:* Attached is Ordinance 187 amending the 2014 fee schedule. The proposed changes are highlighted in red and an agenda report from Finance Director Darcy Mulvihill outlines the changes in the water and sewer fees. As an Ordinance, this will require a roll call vote.
- c. *Ordinance 188, Second Series:* Attached is a memorandum from Planner Nate Sparks regarding the Rental Housing Ordinance. This Ordinance was a goal set by Council early this year. Staff and the Planning Commission have worked on this recommended Ordinance. As an Ordinance, this will require a roll call vote.
- d. *Ordinance 189, Second Series:* Attached is Ordinance 188 amending standards for fences. The Planning Commission has recommended these amendments to our City Code. As an Ordinance, this will require a roll call vote.
- e. *Ordinance 190, Second Series:* Attached is Ordinance 190 amending parking requirements in residential areas. This Ordinance is recommended by the Planning Commission. As an Ordinance, this will require a roll call vote.

8. Reports:

a. **Engineer:**

b. **Attorney:**

c. **Staff:**

Finance Director:

Building Official:

Fire:

Public Works: *Sanitary Sewer Televising/Asset Evaluation Contract:* Attached is an Agenda Report from Public Works Director Paul Teicher regarding the televising and evaluation of our sanitary sewer system including manholes. A motion would be in order to approve this contract pending any review/adjustments by the City Attorney.

Liquor Store:

Police:

City Administrator:

11. Old Business:

12. New Business:

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

CITY COUNCIL MINUTES

November 18, 2013

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 Amy Lazere, Tim Brown and Chris McClish. Mike Haggard excused. Also present were City Attorney Scott Lepak (Barna, Guzy & Steffen), City Engineer Jared Voge (Bolton & Menk, Inc.), City Planner Nate Sparks (Northwest Associated Consultants), Police Chief Jeff Harapat, Police Sergeant Jake Rehling, Public Works Director Paul Teicher, Building Official Andy Schreder, Finance Director Darcy Mulvihill, City Administrator Matt Hysten and City Clerk Barb Held.
3. **Adopt Agenda:** MOTION BY LAZERE SECOND BROWN TO ADOPT THE NOVEMBER 18, 2013 CITY COUNCIL AGENDA AS AMENDED. Tveit reported that Councilmember Mike Haggard is ill today and asked that we table the ordinances until the next council meeting. At the last meeting, we tabled the ordinances because of an absence of council member Lazere. Tveit is recommending Tabling 7a, 7b, and 7c. Motion carried 4-0.
4. **Consent Agenda:** MOTION BY LAZERE SECOND McCLISH TO APPROVE THE NOVEMBER 18, 2013, CITY COUNCIL CONSENT AGENDA AS A –C AS FOLLOWS:
 - a. Approve the City Council Minutes of November 4, 2013.
 - b. Approve the contract renewal with Embedded Systems, Inc for maintenance of Tornado Sirens.
 - c. Payment of Claims \$ \$284,931.07 (Check #66453 – #66525 for \$193,586.43) and (ACH #72E & #73 \$91,344.64)Motion carried 4-0.
5. **Meeting Open to the Public:** None.
6. **Petitions, Requests, Applications:**
 - a. **Presentation of Rebate from Connexus Energy:** Leo Offerman, of Connexus Energy presented a rebate check for \$ 6,048.70 to the City Council. Offerman thanked the City for using energy efficient technologies in the new police/public works building.
7. **Ordinances & Resolution:**
 - a. **Ordinance 186, Second Series –Amending Section 8-7-3 Entitled Disposal of Excess Property (1st Reading):** Tabled.
 - b. **Ordinance 187, Second Series - Amending Section 2-9-1 Regarding the Fee Schedule 2014(1st Reading):** Tabled.
 - c. **Ordinance 188, Second Series – Rental Housing Licensing (1st Reading):** Tabled.
 - d. **Resolution 2013-38: Anoka County Multi-Jurisdictional Hazard Mitigation Plan:** MOTION BY BROWN SECOND McCLISH TO ADOPT RESOLUTION 2013-38 A RESOLUTION TO ADOPT THE ANOKA COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN. Motion carried 4-0.

e. Resolution 2013-39: Committing Fund Balances for Specific Purposes:

This resolution is committing the gambling proceeds to pay for future cost related to refurbishing the fire station. MOTION BY McCLISH SECOND BROWN TO ADOPT RESOLUTION 2013-39 COMMITTING FUND BALANCES FOR SPECIFIC PURPOSES. Motion carried 4-0.

8. Reports of Consultants & Staff Members:

a. **Engineer:**

b. **Attorney:**

c. **Staff:**

Building Official:

Fire Dept.:

Public Works: Recycling Coordinator Position: Public Works Director Paul Teicher referenced his memorandum on the reasoning for the creation of a Recycling Coordinator Position. This would change of the regular part time positions to a full time position to fulfill the additional hours needed to improve our recycling program. We already have an employee on staff willing to step up and take on these additional responsibilities. The current part time employee works 30 per week and we would move him to 40 hours Tveit asked about the duties of this person. Teicher explained how this person would be utilized. MOTION BY McCLISH SECOND BROWN TO CREATE A RECYCLING COORDINATOR POSITION. Tveit asked if there was a job description already created for this position. Hysten stated we wanted to make sure you were in support of the position before we created the job description. We would like to come back as early as next council meeting with a job description. Motion carried 4-0.

Liquor Store:

Police Dept.: Department Report: Sgt. Jake Rehling reported on the Star Tribune article and television news reports in regards to the heroin stories. The whole State is experiencing this type of drug problem. There is a group of parents that started an organization to help educate the community on drug awareness. This Thursday, November 21 there is a meeting at the St. Francis High School Performing Arts Center on this topic starting at 7:00 pm. The police department will be attending all the meetings they will be having. Not all the information that you have been reading are all facts. There will also be another meeting December 2, 2013. A group already held an informational meeting last week at Our Saviors Lutheran Church. Hysten stated as you said heroin is here, but what is really the bigger problem out there. Sgt. Rehling said thank you, the real problem we are seeing is the use of prescription drugs. That is what I would like to stress at these meetings. Lazere stated she had people ask her if a dog would be coming back. Sgt. Rehling said if we did on a full time basis you, the council, would have to budget for a canine. We will work with Anoka County to have their drug dog come out and do random checks. Chief Jeff Harapat reported last week we met with Superintendent Ed Saxton in regards to the news. We will continue to meet and see what kind of information we get out there and see how to handle the situation together.

City Administrator: The “East” shop is now down along Bridge Street. The environmental entities will now be coming out to assess the property. This morning the building permit was issued to O’Reillys Automotive Store. They previously just had a grading permit.

2014 Budget Update: How much of a detail in regards to the budget do you want to see? The general budget will be balanced but in summary form. The fee schedule was tabled again tonight but is there any feedback you would like to share so we can adjust it

to have them back in two weeks. Tveit said historically the only thing I care is that the budget is balanced in regards to receiving a summary of the general fund. The water and sewer rates I am sure will be a topic. This next meeting regardless of who is here we need to proceed with the ordinances. Does anyone have questions on the fee schedule to give staff some feedback? McClish questioned the 3,000 gallon minimum usage for the water/sewer billing. Tveit asked about irrigation meters. The council agreed to look into options of an irrigation meters. Discussion was held on the water rates. Lazere said let's double check the 3,000 gallon minimum usage. Tveit asked to come back with the findings. Fee schedule will come back as is at the next meeting.

9. **Reports from Council Members:** Brown stated, make sure everyone enjoys the Thanksgiving holiday.

McClish reported that he and Mayor attended the roundabout the open house. About 50 people attended and thought Anoka County did a great job on the presentation.

Lazere reported she attended the Chamber event where Anoka County talked to the Chamber about the roundabouts. I too thought Anoka County did a great job of explaining the roundabouts. There was good input from the people attending. Lazere thanked the council who did show up for the council retreat.

10. **Report from Mayor:** Tveit too wanted to thank the council members that showed up to the council retreat. I am trying to touch base with Council member Haggard and give him the information from the retreat. I will be stopping over at his place after the meeting. Some of the people along Bridge Street asked if there would be assessments on the project along Bridge Street. The fear of the unknown is the problem right now about the project. I too agree Anoka County is doing a great job of informing the public on the Bridge Street Improvement. Tveit asked staff to see if they could find out if there will be assessments.

11. **Old Business:** Brown stated in regards to the roundabout along Bridge Street. This is a county project and can they be assessed? Tveit said the city's portion of the project could be assessed back to the property owner. Tveit asked City Engineer if he was correct. Voge said yes that is correct. There will be an agreement with Anoka County that will lay out the percentage of cost. If we end up improving the city utilities that portion of the cost can be assessed to the property owner.

12. **New Business:** None.

13. **Adjournment:** The Regular City Council meeting adjourned at 6:55 pm.

Upper Rum River Watershed Management Organization
Meeting Minutes for September 10, 2013

Chair Dan Denno called the meeting to order at 7:00 pm.

Present: Dan Denno, Chair
Lan Tornes, Vice Chair
Richard Walstrom, Secretary
Todd Miller
John Wangensteen
Kevin Armstrong
Scott Heaton
Ron Koller
Malcolm Vinger II

Absent: Mike Haggard
Calvin Bahr
Ann Arcand

APPROVAL OF AGENDA

Malcolm Vinger II moved and Todd Miller seconded to approve the agenda as presented. All in favor, motion carried.

APPROVAL OF MINUTES

Lan Tornes moved and Kevin Armstrong seconded to amend the July 9, 2013 minutes under New Business item C. to read, "...this service until *better* technical imaging..." All in favor, motion carried.

TREASURERS REPORT

Richard Walstrom distributed a financial report showing an 8/30/13 balance of \$11,103.51. **Dan Denno moved and Ron Koller seconded to accept the treasurer's report as presented. All in favor, motion carried.**

UNFINISHED BUSINESS

A. MCIT application – Prior to this meeting, Gail Gessner forwarded all board members an email from MCIT notifying the WMO that because the URRWMO and its member parties are located strictly in Anoka County, which is not a Member of MCIT, MCIT is currently reevaluating their appetite for this non-county sponsored type of applicant and their role as a sponsor. Due to the unknown decision timeline, the WMO was encouraged to continue its insurance coverage with LMCIT. Todd Miller reported that he completed online requested insurance information for LMCIT.

1. Worker's Comp - **Scott Heaton moved and Malcolm Vinger II seconded that the Board of the URRWMO does hereby resolve that, pursuant to the requirements of Minn. Stat. S176.011, subd. 9 (6), that all officers of the Upper Rum River Watershed Management Organization who are elected or appointed to a regular term of office, or to complete the unexpired portion of a regular term, shall not be included within the definition of "employee" as that term is defined in Minn. Stat. S176.0121, subd. 9 for purposes of coverage under the Workers Compensation Laws of the State of Minnesota. All in favor, motion carried.**

B. 2013 cost share fund – Members discussed requesting the monies held by Anoka Conservation District (ACD) be returned to the URRWMO to be kept in its checking account. It was asked if this money should be returned to member cities; the consensus was no. Nowthen is not in favor of contributing more money to the cost share fund held by ACD. **Scott Heaton moved and Kevin Armstrong seconded to table this item until more information on the current cost share grant fund project listed in the 9/4/13 Work Progress Update is received from ACD. All in favor, motion carried.** Gail Gessner reminded the board as to why cost share funds and matching grant funds are budgeted for, and voiced her concern with not budgeting for these line items in the future.

NEW BUSINESS

A. ACD Work progress update as of 9/4/13 – Informational only, no action taken.

MAIL

MN Dept. of Transportation notice that no environmental impact study will be done for the Northern Lights Express High Speed Passenger Rail Project.

OTHER

INVOICE APPROVAL

A. **Scott Heaton moved and Kevin Armstrong seconded to approve ACD invoice #2013036 payment 3 of 3 for \$2,385.00. All in favor, motion carried.**

B. **Scott Heaton moved and Todd Miller seconded to approve the recording secretary invoice for \$155.00. All in favor, motion carried.**

ADJOURN

Scott Heaton moved and Kevin Armstrong seconded to adjourn at 7:28 pm. All in favor, meeting adjourned.

Gail E. Gessner, Recording Secretary
Submitted via email on 9/22/13

Upper Rum River Watershed Management Organization
Meeting Minutes for November 12, 2013

Chair Dan Denno called the meeting to order at 7:00 pm.

Present: Dan Denno, Chair
Lan Tornes, Vice Chair
Richard Walstrom, Secretary
Todd Miller
Kevin Armstrong
Scott Heaton
Ron Koller
Calvin Bahr
Ann Arcand
Malcolm Vinger II

Absent: John Wangenstein
Mike Haggard

Audience: Jamie Schurbon, Anoka Conservation District (ACD)
Dan Burke, Lake George resident
Larry Backlund, Lake George resident
Laurie Johnson
Ben Johnson

APPROVAL OF AGENDA

Calvin Bahr moved and Todd Miller seconded to amend the agenda by adding "Lake George water clarity" as item A. under New Business. All in favor, motion carried.

APPROVAL OF MINUTES

Malcolm Vinger II moved and Vice Chair Tornes seconded to approve the September 10, 2013 minutes as presented. All in favor, motion carried.

TREASURERS REPORT

Secretary Walstrom reported that MN Counties Intergovernmental Trust declined coverage to the URRWMO because the Upper Rum River Watershed Management Organization and its member parties are located strictly in Anoka County, which is not a Member of MCIT.

Financial spreadsheets were distributed. As of 10/29/13, the checking account has a balance of \$6,263.51. The only other known expense to be submitted for 2013 will be tonight's recording secretary invoice. **Secretary Walstrom moved and Calvin Bahr seconded to accept the treasurer's report as presented. All in favor, motion carried.**

Chair Denno moved and Vice Chair Tornes seconded to direct Gail Gessner to invoice member cities for the first half of the 2014 budget, with payments being due on or before January 1, 2014. All in favor, motion carried.

UNFINISHED BUSINESS

A. MCIT application – See Treasurer’s Report

B. 2013 cost share fund ACD contract amendment consideration – Secretary Walstrom read the email he sent to ACD stating his thoughts and opinions on the cost share fund including having the monies held by ACD. Jamie Schurbon assured the WMO that ACD makes all decisions about fund use in accordance with the contract with the URRWMO. None of the funding is used by ACD; it is all directed to projects. ACD does administer the fund at no charge, including scrutinizing designs, conducting inspections, verifying expenses, and financial management. Fund use is detailed in annual reporting to the URRWMO. Currently, there are two lakeshore restoration projects on Lake George scheduled for 2014. After those cost share funds are used, approximately \$800 will remain in the account at ACD. **It was the consensus of the Board to leave these funds with ACD, but any future allocations of funding to this project will require revisiting the contract language and fund use policies.**

NEW BUSINESS

A. Lake George water clarity – Informational only with request for support. No action taken. Dan Burke reported that he believes curly leaf pondweed herbicide treatments are a cause for declining clarity on Lake George in recent years. He stated that additional lake water quality monitoring may be advisable in 2014 to further diagnose the situation, and asked that the URRWMO consider this in their funding decisions. The URRWMO monitored the lake in 2013, but it is on an every third year schedule.

Schurbon added that it is unclear that there is a trend of declining water quality and more investigation is needed. He and Burke will arrange a meeting that includes the DNR and lake improvement district members. At this point ACD and the DNR have both considered continued lake monitoring, additional lake review of data, and the continuation of herbicide treatments. Herbicide treatments may need to be altered.

Discussion ensued about the invasive weed problems and equity in paying for control. Anoka County has reported that roughly 330,000 people per year access Lake George through the county park. Treatments are largely funded by the lake improvement district. Treatments are important because there are sections of the lake that are unusable because boats cannot get through the weeds. The milfoil is treated with a regular maintenance program. The amount of curly leaf pondweed has multiplied since 2011. Per year, only 43 out of 147 acres can be treated. Backlund described the importance of the lake to the region. He stated that weed management costs are \$20,000-30,000 per year. Several parties help divide that cost including the lake improvement district, city, and county. He asked that the URRWMO consider that any contributions they make to lake monitoring are part of a much larger program for the lake.

Secretary Walstrom commented that this might be an item to consider adding to the 2014 budget. ACD costs are approximately \$1,600 for a full summer of lake analysis and follow up reports on data collected.

MAIL

Jamie Schurbon distributed copies of an introductory letter from Mary Peterson, Board Conservationist, BWSR. He noted two items in the letter that the WMO may want to follow and become aware of - the One Watershed One Plan Campaign (1W1P), and the Nonpoint Priority Funding Plan (NPPF); both these initiatives are in the early stages of development.

OTHER

Laurie Johnson and her son were attending the meeting in conjunction with his educational studies. She asked why Crooked Brook flows north? Ms. Johnson also stated beaver dams on the brook are causing septic problems for families due to backed up water flow. Jamie Schurbon explained that even though the brook runs north for a section, eventually it runs west, then south.

INVOICE APPROVAL

A. Malcolm Vinger II moved and Vice Chair Tornes seconded to approve the wired payment to League of Minnesota Cities Insurance Trust (LMCIT) for \$2,275, plus \$25 wire fees. All in favor, motion carried.

B. Scott Heaton moved and Calvin Bahr seconded to approve the recording secretary invoice for \$125.00. All in favor, motion carried.

ADJOURN

Scott Heaton moved and Todd Miller seconded to adjourn at 7:56 pm. All in favor, meeting adjourned.

Gail E. Gessner, Recording Secretary
Submitted via email on 11/14/13

City of
ST. FRANCIS

POSITION PROFILE

Effective Date: December 2013

Position Title: Streets, Parks & Recycling Maintenance
Worker

Status: Non-Exempt

Department: Streets and Park Maintenance

Approved: _____

Accountable to: Public Works Director

Primary Objectives

Performs routine to skilled manual and maintenance work associated with the City's streets and storm sewers, and with park equipment, buildings, grounds, trails and recycling program; performs related duties as required.

Supervision Received

Receives general and/or technical supervision from the Public Works Director.

Supervision Exercised

May provide work direction to seasonal workers.

MAJOR AREAS OF ACCOUNTABILITY

- * 1. Performs a variety of manual and semi-skilled tasks related to streets, storm sewers, park maintenance and recycling.
- * 2. Operates equipment and vehicles including lawn and ditch mowers, skidsteer, grader, loader/tractor, snow plow, cutting edges, dump trucks, chipper, chainsaws, aerial lifts, roller, chop saw, welder, generator & cutting torches.
- * 3. Plows snow on streets, parking lots, trails, and sidewalks and applies ice control materials.
- * 4. Maintains City parks including mowing, picking up debris, painting, emptying trash and removing or trimming brush and trees.
- * 5. Maintains City roads including grading of gravel roads, removing small sections of asphalt and applying hot and cold patches, flagging and filling potholes and crack sealing.
- * 6. Inspects and trims trees; removes brush and cleans streets, sidewalks and parks after a storm or as needed; removes leaves in the spring and fall.

- * 7. Prepares sites for contractors, including digging trenches for conduit and light grading; records information for billing.
- 8. Assists with the bi-annual clean-up days and all city events. Changes banners, flags and light bulbs.
- 9. Removes weeds and debris along roadways, storm sewers and outlets and changes banners, flags and light bulbs.
- *10. Inspects or installs culverts and aprons.
- 11. Notes streetlight outages, documents, and reports to energy provider.
- *12. Orders, installs, removes and repairs or replaces signs, signposts and fences.
- *13. Maintains and operates a variety of tools and equipment.
- *14. Reports equipment malfunctions and makes proper equipment checks before each day's operation; performs routine maintenance on vehicles and equipment.
- *15. Floods and maintains ice rinks and maintains warming houses.
- *16. Reads and follows all safety and operational rules, regulations, policies and practices.
- 17. Purchases small items and provides input in larger purchases, including obtaining quotes And researching equipment on occasion as directed.
- *18. Responds to calls during non-work hours as required.
- *19. Recycling coordination duties include but are not limited to;
 - Prepare biannual reports for Anoka County Integrated Waste Department.
 - Coordinate and Supervise Recycling Day Events.
 - Attend meetings of Anoka County Recycling Managers and Association of Recycling Managers (ARM).
 - Participate in local recycling conferences and seminars.
 - Budget recycling grant funds.
 - Complete SCORE grant requests/requirements, other grant opportunities.
 - Promote recycling in City communications (newsletters, cablecast, City message boards), citywide direct mailers, flyer/brochure distribution, coordinate recycling experts for community meetings when requested.
 - Update ordinances, policies, and procedures from time to time to reflect current recycling operations.
 - Track and report recycling status of the City (directly from a contractor or open hauler licensing reports).
 - Assist with monitoring/improving recycling projects primarily related to; park recycling, recycling at our community schools, community event recycling and recycling efforts at multi-family residences.
- 20. Performs other duties as needed or assigned.

KNOWLEDGE, SKILLS, AND ABILITIES

- * ➤ Considerable knowledge of tools, vehicles and equipment used in street and park maintenance.
- * ➤ Working knowledge of building and ground maintenance and general building repair.
- * ➤ Working knowledge of occupational hazards involved and safety precautions in public works maintenance.
- * ➤ Considerable skill in safe operation of department vehicles and equipment in all types of weather.
- * ➤ Considerable ability to perform hard manual labor, including manual excavation/digging.
- * ➤ Considerable ability to stand, walk, sit, or operate a vehicle or equipment, sometimes for long periods of time.
- * ➤ Considerable ability to bend, crouch, stoop, stretch, or crawl.
- * ➤ Considerable ability to use both large and fine motor skills to manipulate objects requiring manual dexterity, and to be able to lift and carry equipment and supplies weighing up to 50 pounds or more.
- * ➤ Working ability to perform work in adverse weather, including storms.
- * ➤ Working ability to work with and around irritants and fumes.
- * ➤ Working ability to work independently without direct supervision and to be able to prioritize tasks and determine the best course of action to fix a problem.
- * ➤ Working ability to establish and maintain effective working relationships with supervisors and other employees, and to deal with the public in a pleasant, courteous, and tactful manner.
- * ➤ Knowledge of recycling, waste reduction and organics recovery programs helpful.
- * ➤ Ability to compile statistical information, detail oriented.
- * ➤ Computer proficiency required (Microsoft Office software preferred, with an emphasis on Word and Excel).

MINIMUM QUALIFICATIONS

- Must possess and maintain a valid Minnesota Class B driver's license.
- One year of experience operating light equipment and performing general maintenance work, or equivalent.

DESIRABLE QUALIFICATIONS

- Previous experience in construction, farming and/or landscaping is desirable. Experience operating a road grader and bobcat is preferred.

* Note: Asterisked items are essential to the job.



BOLTON & MENK, INC.[®]

Consulting Engineers & Surveyors

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

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

www.bolton-menk.com

November 25, 2013

Mr. Matt Hylen, Administrator
City of St. Francis
23340 Cree Street
St. Francis, MN 55070-9390

Re: T.H. 47 Pedestrian Improvements
St. Francis, Minnesota
BMI Project No: R18.105125

Dear Matt:

Enclosed please find three copies of Pay Estimate No. 3 for the above referenced project. The estimate includes all work completed to date. 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 Voge, P.E.
City Engineer

JAV/nh
Enclosure

CONTRACTOR'S PAY REQUEST
TH 47 PEDESTRIAN IMPROVEMENTS- S.A.P. 235-010-002
ST. FRANCIS, MINNESOTA
BMI PROJECT NO. R18.105125

CONTRACTOR
OWNER
ENGINEER

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS.....	\$	140,096.00
TOTAL, COMPLETED WORK TO DATE.....	\$	140,849.50
TOTAL, STORED MATERIALS TO DATE.....		\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED.....		\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS.....	\$	140,849.50
RETAINED PERCENTAGE (2.5%).....	\$	3,521.24
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS).....	\$	-
NET AMOUNT DUE TO CONTRACTOR TO DATE.....	\$	137,328.26
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES.....	\$	133,240.82
PAY CONTRACTOR AS ESTIMATE NO. 3	\$	4,087.44

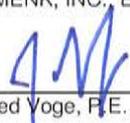
Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items, quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: Concrete Idea, Inc.
13961 44th Lane NE
St. Michael, MN 55376

By  President 11/12/2013
Name Title Date

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
BOLTON & MENK, INC., ENGINEERS, 7533 SUNWOOD DRIVE NW, SUITE 206, RAMSEY, MN 55303

By  City Engineer 11/25/13
Jared Voige, P.E. Title Date

APPROVED FOR PAYMENT:
Owner: ST. FRANCIS, MINNESOTA

By _____ City Administrator _____
Matt Hylan Title Date

PARTIAL PAY ESTIMATE NO.

TH 47 PEDESTRIAN IMPROVEMENTS- S.A.P. 235-010-002
 ST. FRANCIS, MINNESOTA
 BMI PROJECT NO. R18.105125

WORK COMPLETED THROUGH OCTOBER 23, 2013

ITEM NO.	MNDOT SPEC.	DESCRIPTION	UNIT PRICE	ESTIMATED		QUANTITY PREVIOUS ESTIMATE		QUANTITY COMPLETED TO DATE	
				BID QUANTITY	BID AMOUNT	PREVIOUS ESTIMATE	AMOUNT	COMPLETED TO DATE	AMOUNT
SECTION A: FINAL COMPLETION DATE: JANUARY 25, 2013									
1	2021.501	MOBILIZATION	\$ 13,000.00	1.00	LUMP SUM \$ 13,000.00	1.00	LUMP SUM \$ 13,000.00	1.00	LUMP SUM \$ 13,000.00
2	2102.501	PAVEMENT MARKING REMOVAL	\$ 2.00	450.00	SQ FT \$ 900.00	405	SQ FT \$ 810.00	405	SQ FT \$ 810.00
3	2102.502	PAVEMENT MARKING REMOVAL	\$ 2.50	100.00	LIN FT \$ 250.00	56	LIN FT \$ 140.00	56	LIN FT \$ 140.00
4	2104.501	REMOVE SEWER PIPE (STORM)	\$ 22.50	40.00	LIN FT \$ 900.00	40	LIN FT \$ 900.00	40	LIN FT \$ 900.00
5	2104.505	REMOVE CONCRETE PAVEMENT	\$ 18.00	106.00	SQ YD \$ 1,908.00	106	SQ YD \$ 1,908.00	106	SQ YD \$ 1,908.00
6	2104.505	REMOVE BITUMINOUS PAVEMENT	\$ 13.50	143.00	SQ YD \$ 1,930.50	143	SQ YD \$ 1,930.50	143	SQ YD \$ 1,930.50
7	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	\$ 4.00	283.00	LIN FT \$ 1,132.00	280	LIN FT \$ 1,120.00	280	LIN FT \$ 1,120.00
8	2104.523	SALVAGE SIGN	\$ 30.00	5.00	EACH \$ 150.00	3	EACH \$ 90.00	3	EACH \$ 90.00
9	2104.601	REMOVE FLASHER SYSTEM	\$ 2,700.00	1.00	LUMP SUM \$ 2,700.00	1	LUMP SUM \$ 2,700.00	1	LUMP SUM \$ 2,700.00
10	2104.601	HAUL SALVAGED MATERIAL	\$ 250.00	1.00	LUMP SUM \$ 250.00	1	LUMP SUM \$ 250.00	1	LUMP SUM \$ 250.00
11	2105.523	COMMON BORROW (LV)	\$ 14.00	8.00	CU YD \$ 112.00	3	CU YD \$ 42.00	3	CU YD \$ 42.00
12	2105.525	TOPSOIL BORROW (LV)	\$ 20.00	8.00	CU YD \$ 160.00	14	CU YD \$ 280.00	18	CU YD \$ 360.00
13	2231.604	BITUMINOUS PATCH (TH 47 RESTORATION)	\$ 45.00	75.00	SQ YD \$ 3,375.00	72	SQ YD \$ 3,240.00	72	SQ YD \$ 3,240.00
14	2231.604	BITUMINOUS PATCH (TRAIL RESTORATION)	\$ 33.00	51.00	LIN FT \$ 1,683.00	51	LIN FT \$ 1,683.00	51	LIN FT \$ 1,683.00
15	2501.511	15" CS PIPE CULVERT	\$ 36.00	35.00	LIN FT \$ 1,260.00	35	LIN FT \$ 1,260.00	35	LIN FT \$ 1,260.00
16	2501.511	18" CS PIPE CULVERT	\$ 33.00	3.00	EACH \$ 99.00	3	EACH \$ 99.00	3	EACH \$ 99.00
17	2501.515	15" CS PIPE APRON	\$ 150.00	1.00	EACH \$ 150.00	1.00	EACH \$ 150.00	1.00	EACH \$ 150.00
18	2501.515	18" CS PIPE APRON	\$ 200.00	1.00	EACH \$ 200.00	1.00	EACH \$ 200.00	1.00	EACH \$ 200.00
19	2503.602	CONNECT TO EXISTING STORM SEWER	\$ 400.00	2.00	EACH \$ 800.00	2	EACH \$ 800.00	2	EACH \$ 800.00
20	2506.501	CONSTRUCT DRAINAGE STRUCTURE, DES G	\$ 700.00	1.00	EACH \$ 700.00	1	EACH \$ 700.00	1	EACH \$ 700.00
21	2506.516	CASTING ASSEMBLY	\$ 9.50	2070.00	SQ FT \$ 19,665.00	2070	SQ FT \$ 19,665.00	2070	SQ FT \$ 19,665.00
22	2521.501	6" CONCRETE WALK	\$ 35.50	109.00	LIN FT \$ 3,869.50	142	LIN FT \$ 5,041.00	142	LIN FT \$ 5,041.00
23	2531.501	CONCRETE CURB & GUTTER DESIGN B418	\$ 32.00	32.00	SQ FT \$ 1,024.00	32	SQ FT \$ 1,024.00	32	SQ FT \$ 1,024.00
24	2531.618	TRUNCATED DOMES	\$ 33.00	54.00	SQ FT \$ 1,782.00	54	SQ FT \$ 1,782.00	54	SQ FT \$ 1,782.00
25	2531.618	TRUNCATED DOMES (35' RADIUS)	\$ 6,000.00	1.00	LUMP SUM \$ 6,000.00	1.00	LUMP SUM \$ 6,000.00	1.00	LUMP SUM \$ 6,000.00
26	2563.601	TRAFFIC CONTROL	\$ 110.00	5.00	EACH \$ 550.00	3	EACH \$ 330.00	3	EACH \$ 330.00
27	2564.602	FURNISH SIGN POSTS	\$ 39.00	5.00	EACH \$ 195.00	3	EACH \$ 117.00	3	EACH \$ 117.00
28	2564.602	INSTALL SIGN (SALVAGED)	\$ 59,450.00	1.00	SYSTEM \$ 59,450.00	1.00	SYSTEM \$ 59,450.00	1.00	SYSTEM \$ 59,450.00
29	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM	\$ 45.00	1.00	EACH \$ 45.00	1	EACH \$ 45.00	1	EACH \$ 45.00
30	2573.53	STORM DRAIN INLET PROTECTION	\$ 7.50	25.00	LIN FT \$ 187.50	25	LIN FT \$ 187.50	25	LIN FT \$ 187.50
31	2573.54	FILTER LOG TYPE STRAW BIOROLL (6"-7")	\$ 50.00	1.00	LUMP SUM \$ 50.00	1	LUMP SUM \$ 50.00	1	LUMP SUM \$ 50.00
32	2573.55	EROSION CONTROL SUPERVISOR	\$ 5,000.00	0.10	ACRE \$ 500.00	0.19	ACRE \$ 950.00	0.19	ACRE \$ 950.00
33	2575.501	SEEDING	\$ 8.50	11.00	POUND \$ 93.50	11	POUND \$ 93.50	15	POUND \$ 127.50
34	2575.502	SEED MIXTURE 250	\$ 2.25	484.00	SQ YD \$ 1,089.00	220	SQ YD \$ 495.00	220	SQ YD \$ 495.00
35	2575.523	EROSION CONTROL BLANKETS CATEGORY 3 (WOOD FIBER)	\$ 8.00	20.00	POUND \$ 160.00	20	POUND \$ 160.00	24	POUND \$ 192.00
36	2575.532	FERTILIZER TYPE 1	\$ 10.00	126.00	LIN FT \$ 1,260.00	136	LIN FT \$ 1,360.00	136	LIN FT \$ 1,360.00
37	2582.502	4" SOLID LINE WHITE- EPOXY	\$ 10.00	18.00	LIN FT \$ 180.00	18.00	LIN FT \$ 180.00	18.00	LIN FT \$ 180.00
38	2582.502	4" SOLID LINE YELLOW- EPOXY	\$ 30.00	342.00	SQ FT \$ 10,260.00	360	SQ FT \$ 10,800.00	360	SQ FT \$ 10,800.00
39	2582.503	CROSSWALK MARKING-POLY PREFORM (TAPE)							
SUBTOTAL (SECTION A) =					\$ 140,096.00		\$ 140,253.50		\$ 140,949.50



BOLTON & MENK, INC.[®]

Consulting Engineers & Surveyors

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

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

www.bolton-menk.com

MEMORANDUM

Date: November 25, 2013
To: Honorable Mayor Tveit and Members of the City Council
City of St. Francis
From: *A* Jared Voge, P.E.
City Engineer
Subject: Water Supply Plan
St. Francis, Minnesota
BMI Project No: R18.106098

INTRODUCTION:

The Minnesota Department of Natural Resources has approved the City's Water Supply Plan. Formal adoption of the plan by the City Council is required.

BACKGROUND:

As part of the comprehensive plan process, the City's Water Supply Plan was drafted and submitted with the comp plan update. Following submittal, additional comments were provided by the Department of Natural Resources. Through a variety of meetings, city staff updated the Water Supply Plan to address the comments submitted by the Department of Natural Resources. In a letter dated November 6, 2013 from Kate Drewry, North Metro Area Hydrologist of the Minnesota Department of Natural Resources, we were informed that the City's Water Supply Plan has been approved. Please find enclosed a copy of that letter for your information. The approval is effective upon the department's receipt of a certification of adoption form which is simply certification of the City Council's adoption of the water emergency and conservation plan.

RECOMMENDATION:

We recommend that the City Council pass a motion adopting the Water Supply Plan submitted to the MN DNR in June 2013 and authorize the Public Works Director to execute the certification of adoption and forward it to the Minnesota Department of Natural Resources.

BUDGET IMPACT:

There are no immediate budget impacts associated with the adoption of the City's Water Supply Plan. Moving forward it will continue to be important for the City to monitor rates charged for water and continue to implement the tiered water rate structure to promote conservation. Finally, prior to November 2018 the DNR permit requires that a new monitoring well be installed in the drift aquifer near wells 3 and 4. Additional information regarding the required monitoring well will be provided to council in the future.

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

JAV/kg

Enclosure

Minnesota Department of Natural Resources

Division of Ecological and Water Resources

1200 Warner Road

Saint Paul, MN 55106-6793



November 6, 2013

Paul Teicher, Public Works Director
City of St. Francis
4058 St. Francis Blvd.
St. Francis, MN 55070

RE: Water Supply Plan Approval. Amendment of Permit 1979-6329, City of St. Francis

Dear Mr. Teicher:

DNR has completed review of your revised Water Supply Plan for public water supply authorized under DNR Water Appropriation Permit 1973-6329. The revised plan and response to comments letter (received June 26, 2013) adequately address the issues raised in my letter of September 22, 2010 in response to your original Water Supply Plan submittal. We appreciate the City's commitments to implement additional conservation measures to reduce per capita water use levels and to implement a robust groundwater monitoring program including the construction of a well field observation well within the next five years.

With these updates and commitments, I am pleased to advise you that in accordance with Minnesota Statutes, Section 103G.291, Subdivision 3, and on behalf of the Commissioner of Natural Resources, your Water Supply Plan is hereby approved. This approval is effective upon the Department's receipt of a completed copy of the enclosed "Certification of Adoption" form. **Please return the completed, signed form to my office.**

I am also enclosing Amended Water Appropriation Permit 1979-6329. This permit has been amended to delete well #2 and add well #4 as originally requested in your letter of October 22, 2009. Please note that the authorized water volume which may be appropriated remains at 200 million gallons per year. If future population growth or other factors suggest that the City needs to exceed this amount, a permit amendment to increase the authorized volume may be requested. Any such request should be accompanied by an update on the City's progress in implementing additional conservation measures and reducing residential per capita demand.

Please read the Conditions of your amended permit carefully, especially the Conditions dealing with water demand reduction and ground water monitoring requirements.

Thank you for your cooperation in this matter. Please contact me at 651-259-5753 if you have any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "Kate Drewry".

Kate Drewry
North Metro Area Hydrologist

Enclosures (2)

ec:

Ryan Kotta, Bolton and Menk, Inc.
Anoka Conservation District, Chris Lord
DNR Conservation Officer, Brad Johnson

mndnr.gov

An Equal Opportunity Employer

**CERTIFICATION OF ADOPTION
WATER EMERGENCY AND CONSERVATION PLAN**

City or Water System Name: **City of Saint Francis**

Name of Person Authorized to Sign Certification on Behalf of the System:

Title:

Address:

Telephone:

Fax:

E-mail:

I certify that the Water Emergency and Conservation Plan approved by the Department of Natural Resources has been adopted by the city council or utility board that has authority over water supply services.

Signed:

Date:

**Mail this certification to: DNR Ecological and Water Resources
1200 Warner Road
St. Paul, MN 55106**

Or, email to: kate.drewry@state.mn.us



MINNESOTA DEPARTMENT OF NATURAL RESOURCES

Amended
Water Appropriation Permit

Permit Number
1979-6329

Pursuant to Minnesota Statutes, Chapter 103G, and on the basis of statements and information contained in the permit application, letters, maps, and plans submitted by the applicant and other supporting data, all of which are made part hereof by reference, **PERMISSION IS HEREBY GRANTED** to the applicant to perform actions as authorized below. This permit supersedes the original permit and all previous amendments.

Project Name: N/A	County: Anoka	Watershed: Rum River	Resource: Groundwater	
Purpose of Permit: Municipal/Public Water Supply		Authorized Action: Withdrawal of up to 200.0 million gallons of water per year for municipal/public water supply.		
Permittee: ST FRANCIS, CITY OF CONTACT: PAUL TEICHER 23340 CREE ST NW PO BOX 730 ST FRANCIS, MN 55070 (763) 753-9881		Authorized Agent: N/A		
To Appropriate From:				
Well: 16.0 in. diameter, 417.0 feet depth, 900 gpm, Unique No. 209221 Point(s) of Taking: UTM Zone 15N: Easting: 471356, Northing: 5026608 Sec. 32, T34N, R24W				
Well: 16.0 in. diameter, 229.0 feet depth, 900 gpm, Unique No. 622765 Point(s) of Taking: UTM Zone 15N: Easting: 471356, Northing: 5026608 Sec. 32, T34N, R24W				
Well: 24.0 in. diameter, 229.0 feet depth, 1000 gpm, Unique No. 749387 Point(s) of Taking: UTM Zone 15N: Easting: 471389, Northing: 5026584 Sec. 32, T34N, R24W				
Authorized Issuer: Kate Drewry	Title: Area Hydrologist	Issued Date: 11/06/2013	Effective Date: 11/06/2013	Expiration Date: Long-Term Appropriation

This permit is granted **subject to the following CONDITIONS:**

LIMITATIONS: (a) Any violation of the terms and provisions of this permit and any appropriation of the waters of the state in excess of that authorized hereon shall constitute a violation of Minnesota Statutes, Chapter 103G. (b) This permit shall not be construed as establishing any priority of appropriation of waters of the state. (c) This permit is permissive only. No liability shall be imposed upon or incurred by the State of Minnesota or any of its employees, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the Permittee relating to any matter hereunder. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person other than the state against the Permittee, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the state against the Permittee, for violation of or failure to

CONDITIONS *(Continued from previous page)*

comply with the provisions of the permit or applicable provisions of law. (d) In all cases where the doing by the Permittee of anything authorized by this permit shall involve the taking, using, or damaging of any property, rights or interests of any other person or persons, or of any publicly owned lands or improvements thereon or interests therein, the Permittee, before proceeding therewith, shall obtain the written consent of all persons, agencies, or authorities concerned, and shall acquire all property, rights, and interests necessary therefore. (e) This permit shall not release the Permittee from any other permit requirements or liability or obligation imposed by Minnesota Statutes, Federal Law, or local ordinances relating thereto and shall remain in force subject to all conditions and limitations now or hereafter imposed by law. (f) Unless explicitly specified, this permit does not authorize any alterations of the beds or banks of any public (protected) waters or wetlands. A separate permit must be obtained from the Department of Natural Resources prior to any such alteration.

PERMITTEE'S RESPONSIBILITIES: (a) **FLOW METER** The Permittee shall equip each installation for appropriating or using water with a flow meter, unless another method of measuring the quantity of water appropriated to within ten (10) percent of actual amount withdrawn is approved by the Department. (b) **REPORTS** Monthly records of the amount of water appropriated or used shall be recorded for each installation. Such readings and the total amount of water appropriated or used shall be reported annually to the Director of DNR Ecological and Water Resources, on or before February 15 of the following year, via the MNDNR Permitting and Reporting System at www.mndnr.gov/mpars. Any processing fee required by law or rule shall be submitted with the records whether or not any water was appropriated during the year. Failure to report shall be sufficient cause for terminating the permit 30 days following written notice. (c) **TRANSFER OR ASSIGNMENT** Any transfer or assignment of rights, or sale of property involved hereunder shall be reported within 90 days thereafter to the Director of DNR Ecological and Water Resources. Such notice shall be made by the transferee (i.e., new owner) and shall state the intention to continue the appropriation as stated in the permit. This permit shall not be transferred or assigned except with the written consent of the Commissioner. (d) **MODIFICATION** The Permittee must notify the Commissioner in writing of any proposed changes to the existing permit. This permit shall not be modified without first obtaining the written permission from the Commissioner.

COMMISSIONER'S AUTHORITY: (a) The Commissioner may inspect any installation utilized for the appropriation or use of water. The Permittee shall grant access to the site at all reasonable times and shall supply such information concerning such installation as the Commissioner may require. (b) The Commissioner may, as he/she deems necessary, require the Permittee to install gages and/or observation wells to monitor the impact of the Permittee's appropriation on the water resource and require the Permittee to pay necessary costs of installation and maintenance. (c) The Commissioner may restrict, suspend, amend, or cancel this permit in accordance with applicable laws and rules for any cause for the protection of public interests, or for violation of the provisions of this permit.

PUBLIC RECORD: All data, facts, plans, maps, applications, annual water use reports, and any additional information submitted as part of this permit, and this permit itself are part of the public record and are available for public inspection at the offices of DNR Ecological and Water Resources. The information contained therein may be used by the Division as it deems necessary. The submission of false data, statements, reports, or any such additional information, at any time shall be deemed as just grounds for revocation of this permit.

MONITORING REQUIREMENTS: Minnesota Statutes 103G.282 authorizes the Department of Natural Resources to require permittees to install and maintain monitoring equipment to evaluate water resource impacts from permitted appropriations. You may be required to modify or install automated measuring devices and keep records for each installation. The frequency of measurements and other requirements will be based on quantity of water appropriated, source of water, potential connections to other water resources, nature of concern, and other relevant factors.

DROUGHT PLANNING: In accordance with M.S. 103G.293, all permits must be consistent with the drought response plan detailed in the Statewide Drought Plan at http://files.dnr.state.mn.us/natural_resources/climate/drought/drought_plan_matrix.pdf.

WELL SEALING: The permittee shall notify the Minnesota Department of Health prior to sealing, removing, covering, plugging or filling the well(s) from which the authorized appropriation was made. The well(s) must be sealed by a licensed well driller and in accordance with the procedures required under Minnesota Statutes 103I and Minnesota Rules 4725 as administered by the Minnesota Department of Health.

WATER USE CONFLICT: If notified by the DNR that a water use conflict is suspected and probable from your appropriation, based on confirmation of a formal well interference complaint or a preliminary hydrologic assessment, all appropriation authorized by this permit must cease immediately until the interference is resolved. The permittee may be required to obtain additional data to support the technical analysis, such as domestic well information within a radius of

CONDITIONS (Continued from previous page)

one and one-half miles of the production well. The permittee and impacted party may engage in a negotiated settlement process and there may be modifications made to this permit in support of conflict resolution.

WATER CONSERVATION: All practical and feasible water conservation methods and practices must be employed to promote sound water management and use the least amount of water necessary, such as reuse and recycling water, water-saving devices, and water storage.

DISCHARGE AUTHORIZATION: This permit is valid only in conjunction with all required discharge authorizations from local, state, or federal government units.

MT. SIMON-HINCKLEY AQUIFER: Water appropriations from the Mt. Simon Hinckley aquifer are limited to domestic water uses for general household purposes for human needs such as cooking, cleaning, drinking, washing, and waste disposal. Use of water from the aquifer for commercial, industrial, and nonessential purposes, including lawn watering, golf course irrigation, and vehicle washing are prohibited by Minnesota Statutes. Increases in authorized volumes from the Mt. Simon Hinckley aquifer will not be allowed in the future unless appropriate water conservation measures are implemented and feasible and practical alternatives to the Mt. Simon Hinckley aquifer are found to not exist after substantial effort has been made to search for such alternatives.

GROUNDWATER MONITORING REQUIREMENT: All new wells must have an access port that allows measuring of water levels. The permittee must measure the water levels in all production wells and/or one or more approved groundwater level monitoring well(s) per the guidelines specified in the monitoring details attachment, which is hereby made a part of this permit. Failure to submit monitoring data as specified in the attachment may result in termination of this permit.

GROUNDWATER LEVEL MONITORING WELL REQUIREMENT: The permittee shall install or obtain a separate non-production well or wells to be used for monitoring per the guidelines specified in the monitoring details attachment, which is hereby made a part of this permit. Failure to submit monitoring data as specified in the attachment may result in termination of this permit.

cc: Ryan Kotta, Bolten and Menk
Brad Johnson, Conservation Officer, Ham Lake
Chris Lord, SWCD, Anoka SWCD
Matthew Hylan, City, Saint Francis

City of St. Francis - DNR Permit #1974-6329 – Groundwater Monitoring Details
Attachment

The Permittee shall monitor water levels in all active production wells using data loggers. The Permittee shall also install a new monitoring well screened into the Drift aquifer prior to November 2018 or before the installation of any new production well. The monitoring well shall be located in the vicinity of Wells 3 and 4.

All production and monitoring wells should be instrumented with a data recorder/pressure transducer and water levels should be taken hourly through the entire year. Hand calibration measurements, measured to the nearest 0.01 feet, should be collected monthly on the same date and recorded.

The adjacent land surface and measure point for the city's wells and these monitoring wells should be surveyed with elevations tied to mean sea level. Data should be reported as depth to water in decimal feet, (i.e. 34.65) to the nearest 0.01-foot. The minimum logger data set should include a date/time stamp and a water level reading.

Monitoring reports on the production wells and the monitoring well must be electronically submitted quarterly to qwlevelcoord.dnr@state.mn.us, along with the surveyed land surface and measure point elevations. An Excel spreadsheet template for recording and reporting the water levels can be obtained from the DNR's Groundwater Coordinator at the above address or can be found as the Groundwater Level Monitoring Spreadsheet on the DNR's website at: http://www.dnr.state.mn.us/waters/watermgmt_section/appropriations/permits.html.



PAYMENT BATCH AP 12-02-13

ADDITIONAL CONCRETE SERV, INC

11/12/2013	607	E 101-43100-401	Repairs/Maint Buildings	WORK	201.25
11/12/2013	607	E 101-45200-401	Repairs/Maint Buildings	WORK	201.25
11/12/2013	607	E 601-49440-401	Repairs/Maint Buildings	WORK	201.25
11/12/2013	607	E 602-49490-401	Repairs/Maint Buildings	WORK	201.25
					\$805.00

ALLIED BLACKTOP COMPANY

11/14/2013	18508	E 101-43100-403	Street Sweeping	2013 FALL STREET SWEEPING	1,575.00
					\$1,575.00

ARTISAN BEER COMPANY

11/13/2013	33083	E 609-49751-252	Beer For Resale	BEER	41.25
					\$41.25

ASSURANT EMPLOYEE BENEFITS

11/20/2013	5447229.1113	E 101-41400-130	Employer Paid Insurance	12/01 - 12/31	158.73
11/20/2013	5447229.1113	E 101-41500-130	Employer Paid Insurance	12/01 - 12/31	60.09
11/20/2013	5447229.1113	E 101-42110-130	Employer Paid Insurance	12/01 - 12/31	621.67
11/20/2013	5447229.1113	E 101-42400-130	Employer Paid Insurance	12/01 - 12/31	52.70
11/20/2013	5447229.1113	E 101-43100-130	Employer Paid Insurance	12/01 - 12/31	68.13
11/20/2013	5447229.1113	E 101-43210-130	Employer Paid Insurance	12/01 - 12/31	15.13
11/20/2013	5447229.1113	E 101-45200-130	Employer Paid Insurance	12/01 - 12/31	68.13
11/20/2013	5447229.1113	E 601-49440-130	Employer Paid Insurance	12/01 - 12/31	71.89
11/20/2013	5447229.1113	E 602-49490-130	Employer Paid Insurance	12/01 - 12/31	71.89
11/20/2013	5447229.1113	E 609-49750-130	Employer Paid Insurance	12/01 - 12/31	103.95
					\$1,292.31

BERNICK COMPANIES, THE

11/18/2013	93968	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	54.00
11/18/2013	93969	E 609-49751-252	Beer For Resale	BEER	303.50
11/18/2013	93969	E 609-49751-255	N/A Products	N/A	20.50
					\$378.00

CASH GAS

11/11/2013	14789	E 101-42210-208	Training and Instruction	FIRE TRAINING	750.00
					\$750.00

CENTERPOINT ENERGY

11/15/2013	5944643-5.1113	E 609-49750-383	Gas Utilities	GAS	117.79
11/15/2013	5945449-6.1113	E 101-42210-383	Gas Utilities	GAS	803.17
11/15/2013	5963820-5.1113	E 101-45200-383	Gas Utilities	GAS	135.54
11/15/2013	6002544-2.1113	E 601-49440-383	Gas Utilities	GAS	13.43
11/15/2013	6002544-2.1113	E 602-49490-383	Gas Utilities	GAS	13.43
11/15/2013	6002548-3.1113	E 602-49490-383	Gas Utilities	GAS	129.39

11/15/2013	6886465-1.1113	E 101-41940-383	Gas Utilities	GAS	29.70
11/15/2013	6886468-5.1113	E 101-41940-383	Gas Utilities	GAS	20.54
11/15/2013	6886472-7.1113	E 101-41940-383	Gas Utilities	GAS	24.03
11/15/2013	6886475-0.1113	E 101-41940-383	Gas Utilities	GAS	26.86
11/15/2013	7900331-5.1113	E 601-49440-383	Gas Utilities	GAS	588.67
11/15/2013	8964221-9.1113	E 602-49490-383	Gas Utilities	GAS	39.57
11/15/2013	9680285-5.1113	E 101-42110-383	Gas Utilities	GAS	644.95
11/15/2013	9680285-5.1113	E 101-43100-383	Gas Utilities	GAS	161.24
11/15/2013	9680285-5.1113	E 101-45200-383	Gas Utilities	GAS	161.24
11/15/2013	9680285-5.1113	E 601-49440-383	Gas Utilities	GAS	161.24
11/15/2013	9680285-5.1113	E 602-49490-383	Gas Utilities	GAS	161.23
					<hr/>
					\$3,232.02

CENTURY LINK

11/07/2013	4102.1113	E 601-49440-321	Telephone	SERVICE 11/07 - 12/06	86.45
11/07/2013	4102.1113	E 602-49490-321	Telephone	SERVICE 11/07 - 12/06	86.45
					<hr/>
					\$172.90

COCA COLA REFRESHMENTS

11/19/2013	138092718	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	666.86
					<hr/>
					\$666.86

COLONIAL INSURANCE

10/25/2013	1105226	G 101-21712	Colonial Insurance	MONTHLY PREMIUM	226.96
11/25/2013	1205464	G 101-21712	Colonial Insurance	MONTHLY PREMIUM	226.96
					<hr/>
					\$453.92

CONSTRUCTION & GENERAL

11/26/2013	112613	G 101-21707	Union Dues	DECEMBER DUES	234.00
					<hr/>
					\$234.00

CRYSTAL SPRINGS ICE

11/19/2013	31481	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	64.24
					<hr/>
					\$64.24

DAHLHEIMER DIST. CO. INC.

11/13/2013	1087220	E 609-49751-252	Beer For Resale	BEER	3,442.30
11/14/2013	16195	E 609-49751-252	Beer For Resale	BEER	1,898.40
11/20/2013	16265	E 609-49751-252	Beer For Resale	BEER	6,451.30
11/20/2013	16265	E 609-49751-254	Miscellaneous Merchandise	MISC	84.00
11/20/2013	16265	E 609-49751-255	N/A Products	N/A	16.50
					<hr/>
					\$11,892.50

DAY DISTRIBUTING CO.

11/08/2013	726733	E 609-49751-252	Beer For Resale	BEER	1,333.50
11/15/2013	726971	E 609-49751-252	Beer For Resale	BEER	80.80
					<hr/>
					\$1,414.30

DELTA DENTAL

11/15/2013	5311458	G 101-21711	Dental Insurance	DEC INSURANCE	512.50
					<hr/>
					\$512.50

ECM PUBLISHERS, INC.

11/15/2013	47388	E 101-41120-352	General Notices and Pub Info	PROPOSED AMENDMENT	358.75
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\$358.75

ELITE SANITATION

10/31/2013	21543	E 101-45200-402	Janitorial Service	PORTABLE TOILETS	415.39
					<hr/>
					\$415.39

G&K SERVICES, INC

11/19/2013	1043576499	E 101-41940-219	Rug Maintenance	RUGS	18.13
11/19/2013	1043576500	E 609-49750-219	Rug Maintenance	RUGS	11.23
11/19/2013	1043576504	E 101-42110-402	Janitorial Service	MATS	22.77
11/19/2013	1043576504	E 101-43100-402	Janitorial Service	MATS	5.69
11/19/2013	1043576504	E 101-45200-402	Janitorial Service	MATS	5.69
11/19/2013	1043576504	E 601-49440-402	Janitorial Service	MATS	5.69
11/19/2013	1043576504	E 602-49490-402	Janitorial Service	MATS	5.69
					<hr/>
					\$74.89

GRAINGER, INC.

11/12/2013	9293289527	E 101-43100-401	Repairs/Maint Buildings	FILTERS	54.72
11/12/2013	9293289527	E 101-45200-401	Repairs/Maint Buildings	FILTERS	54.72
11/12/2013	9293289527	E 601-49440-401	Repairs/Maint Buildings	FILTERS	54.72
11/12/2013	9293289527	E 602-49490-401	Repairs/Maint Buildings	FILTERS	54.71
11/19/2013	9299800814	E 601-49440-259	Water Meters	COUPLING	53.46
					<hr/>
					\$272.33

GRANITE CITY JOBBING CO.

11/12/2013	788740	E 609-49750-210	Operating Supplies	OPERATING	13.66
11/12/2013	788740	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
11/12/2013	788740	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	65.48
11/12/2013	788740	E 609-49751-256	Tobacco Products For Resale	TOBACCO	626.40
11/12/2013	788740	G 101-20810	Sales Tax Payable	USE TAX	(0.88)
11/19/2013	789669	E 609-49750-210	Operating Supplies	OPERATING	90.07
11/19/2013	789669	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.41
11/19/2013	789669	E 609-49751-254	Miscellaneous Merchandise	MISC	7.56
11/19/2013	789669	E 609-49751-256	Tobacco Products For Resale	TOBACCO	651.69
					<hr/>
					\$1,465.64

HAWKINS, INC.

11/21/2013	3537507	E 602-49490-216	Chemicals and Chem Products	CHEMICALS	2,339.42
					<hr/>
					\$2,339.42

HEWLETT-PACKARD COMPANY

11/12/2013	34140199-001	E 101-42110-401	Repairs/Maint Buildings	CAMERA SYSTEM	527.23
11/12/2013	34140199-001	E 101-43100-401	Repairs/Maint Buildings	CAMERA SYSTEM	527.22
11/12/2013	34140199-001	E 101-45200-401	Repairs/Maint Buildings	CAMERA SYSTEM	527.22
11/12/2013	34140199-001	E 601-49440-401	Repairs/Maint Buildings	CAMERA SYSTEM	527.22
11/12/2013	34140199-001	E 602-49490-401	Repairs/Maint Buildings	CAMERA SYSTEM	527.22
					<hr/>
					\$2,636.11

INNOVATIVE OFFICE SOLUTIONS, L

11/14/2013	407545	E 101-41400-200	Office Supplies	SUPPLIES	68.77
11/19/2013	409957	E 101-41400-200	Office Supplies	SUPPLIES	140.26
					<hr/>
					\$209.03

ISD #15

11/14/2013	1291	E 101-42110-221	Vehicle Repair & Maintenance	2012 DODGE CHARGER	45.34
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11/20/2013	1297	E 602-49490-228	Equipment Maintenance	2006 RIVEDG GENSET	166.71
					<u>\$212.05</u>

JJ TAYLOR DISTRIBUTING

11/20/2013	2065120	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
11/20/2013	2065120	E 609-49751-252	Beer For Resale	BEER	112.80
					<u>\$115.80</u>

JOHNSON BROS WHLSE LIQUOR

11/06/2013	1710531	E 609-49751-206	Freight and Fuel Charges	FREIGHT	10.29
11/06/2013	1710531	E 609-49751-251	Liquor For Resale	LIQUOR	500.40
11/06/2013	1710532	E 609-49751-206	Freight and Fuel Charges	FREIGHT	19.11
11/06/2013	1710532	E 609-49751-253	Wine For Resale	WINE	563.55
11/13/2013	1715782	E 609-49751-206	Freight and Fuel Charges	FREIGHT	23.99
11/13/2013	1715782	E 609-49751-251	Liquor For Resale	LIQUOR	1,605.55
11/13/2013	1715783	E 609-49751-206	Freight and Fuel Charges	FREIGHT	64.69
11/13/2013	1715783	E 609-49751-253	Wine For Resale	WINE	2,172.20
11/20/2013	1720936	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.35
11/20/2013	1720936	E 609-49751-251	Liquor For Resale	LIQUOR	681.40
11/20/2013	1720937	E 609-49751-206	Freight and Fuel Charges	FREIGHT	66.15
11/20/2013	1720937	E 609-49751-253	Wine For Resale	WINE	2,005.50
					<u>\$7,720.18</u>

LAW ENFORCEMENT LABOR SVCS.

11/26/2013	112613	G 101-21707	Union Dues	DECEMBER DUES	315.00
					<u>\$315.00</u>

MCDONALD DIST CO.

11/07/2013	342967	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
11/07/2013	342967	E 609-49751-252	Beer For Resale	BEER	5,068.05
11/07/2013	342967	E 609-49751-255	N/A Products	N/A	35.70
11/14/2013	343456	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
11/14/2013	343456	E 609-49751-252	Beer For Resale	BEER	2,424.90
11/14/2013	343456	E 609-49751-255	N/A Products	N/A	69.75
11/21/2013	343921	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
11/21/2013	343921	E 609-49751-252	Beer For Resale	BEER	11,732.25
11/21/2013	343921	E 609-49751-254	Miscellaneous Merchandise	MISC	102.00
11/21/2013	343921	E 609-49751-255	N/A Products	N/A	35.70
11/25/2013	342897	E 609-49751-252	Beer For Resale	BEER	1,560.00
					<u>\$21,037.35</u>

METRO SALES, INC.

11/11/2013	563414	E 101-41400-240	Office Equip	COPIES	146.95
11/11/2013	563414	E 101-42210-200	Office Supplies	COPIES	137.80
11/11/2013	563414	E 101-43100-200	Office Supplies	COPIES	30.27
11/11/2013	563414	E 101-45200-200	Office Supplies	COPIES	30.27
11/11/2013	563414	E 601-49440-200	Office Supplies	COPIES	29.41
11/11/2013	563414	E 602-49490-200	Office Supplies	COPIES	29.41
11/11/2013	563414	E 609-49750-200	Office Supplies	COPIES	33.26
					<u>\$437.37</u>

MN DEPT OF HEALTH

11/20/2013	112013	E 601-49440-313	Sample Testing	WATER TEST FEE	2,450.00
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\$2,450.00

MY ALARM CENTER

11/08/2013	2713197	E 609-49750-445	Security	LIQUOR STORE	29.94
					<hr/>
					\$29.94

NORTH AMERICAN SALT COMPANY

11/13/2013	71052569	G 101-14100	Inventory of Material/Supply	SALT	3,727.28
11/13/2013	71052569	G 101-20810	Sales Tax Payable	SALT	(239.77)
11/14/2013	41054416	G 101-14100	Inventory of Material/Supply	SALT	7,486.70
11/14/2013	41054416	G 101-20810	Sales Tax Payable	SALT	(481.60)
11/18/2013	71056325	G 101-14100	Inventory of Material/Supply	SALT	5,641.38
11/18/2013	71056325	G 101-20810	Sales Tax Payable	SALT	(362.90)
					<hr/>
					\$15,771.09

NORTH ANOKA PLUMBING

11/18/2013	9072	E 601-49440-259	Water Meters	PARTS	49.00
					<hr/>
					\$49.00

PACE ANALYTICAL SERVICES

11/21/2013	131234975	E 602-49490-313	Sample Testing	TESTING	118.00
					<hr/>
					\$118.00

PHILLIPS WINE & SPIRITS CO.

11/07/2013	2513305	E 609-49751-206	Freight and Fuel Charges	FREIGHT	13.23
11/07/2013	2513305	E 609-49751-251	Liquor For Resale	LIQUOR	1,022.43
11/07/2013	2513306	E 609-49751-206	Freight and Fuel Charges	FREIGHT	16.17
11/07/2013	2513306	E 609-49751-253	Wine For Resale	WINE	359.75
11/13/2013	2516047	E 609-49751-206	Freight and Fuel Charges	FREIGHT	13.23
11/13/2013	2516047	E 609-49751-251	Liquor For Resale	LIQUOR	973.75
11/13/2013	2516048	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.35
11/13/2013	2516048	E 609-49751-253	Wine For Resale	WINE	480.00
11/13/2013	2516049	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.41
11/15/2013	3516416	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.47)
11/15/2013	3516416	E 609-49751-253	Wine For Resale	WINE	(23.95)
11/20/2013	2519566	E 609-49751-206	Freight and Fuel Charges	FREIGHT	58.80
11/20/2013	2519566	E 609-49751-251	Liquor For Resale	LIQUOR	3,599.14
11/20/2013	519567	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.47
11/20/2013	519567	E 609-49751-253	Wine For Resale	WINE	50.00
					<hr/>
					\$6,574.31

PRINTING UNLIMITED

11/18/2013	6902	E 101-41400-200	Office Supplies	ENVELOPES	71.18
					<hr/>
					\$71.18

RAMSEY, CITY OF

11/26/2013	112613	E 101-42210-311	Contract	NOVEMBER-KAPLER	666.00
					<hr/>
					\$666.00

SHI INTERNATIONAL CORP

11/07/2013	1477164	E 101-42110-401	Repairs/Maint Buildings	WINDOWS SERVER	192.37
11/07/2013	1477164	E 101-43100-401	Repairs/Maint Buildings	WINDOWS SERVER	192.38
11/07/2013	1477164	E 101-45200-401	Repairs/Maint Buildings	WINDOWS SERVER	192.38
11/07/2013	1477164	E 601-49440-401	Repairs/Maint Buildings	WINDOWS SERVER	192.38
11/07/2013	1477164	E 602-49490-401	Repairs/Maint Buildings	WINDOWS SERVER	192.37

\$961.88

SKINNER, MARLINE

11/30/2013	.1113	E 101-42700-311	Contract	NOVEMBER CONTRACT	500.00
					<u>\$500.00</u>

SOUTHERN WINE & SPIRITS OF MN

11/14/2013	1099105	E 609-49751-206	Freight and Fuel Charges	FREIGHT	20.00
11/14/2013	1099105	E 609-49751-253	Wine For Resale	WINE	776.00
11/14/2013	1099106	E 609-49751-206	Freight and Fuel Charges	FREIGHT	2.50
11/14/2013	1099106	E 609-49751-251	Liquor For Resale	LIQUOR	77.70
11/21/2013	1102485	E 609-49751-206	Freight and Fuel Charges	FREIGHT	17.61
11/21/2013	1102485	E 609-49751-251	Liquor For Resale	LIQUOR	2,366.41
					<u>\$3,260.22</u>

THORPE DISTRIBUTING COMPANY

11/08/2013	788007	E 609-49751-252	Beer For Resale	BEER	173.08
					<u>\$173.08</u>

VINOCOPIA, INC.

11/15/2013	87535	E 609-49751-206	Freight and Fuel Charges	FREIGHT	12.50
11/15/2013	87535	E 609-49751-251	Liquor For Resale	LIQUOR	450.00
					<u>\$462.50</u>

WILSON DEVELOPMENT SERVICES

11/11/2013	23366	E 101-49200-441	Miscellaneous	ABBEEY FIELDS	888.48
					<u>\$888.48</u>

WINE MERCHANTS

11/13/2013	479445	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.41
11/13/2013	479445	E 609-49751-253	Wine For Resale	WINE	360.00
11/20/2013	480427	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.41
11/20/2013	480427	E 609-49751-253	Wine For Resale	WINE	204.00
					<u>\$572.82</u>

WIRTZ BEVERAGE MN

11/14/2013	1080108682	E 609-49751-206	Freight and Fuel Charges	FREIGHT	24.65
11/14/2013	1080108682	E 609-49751-251	Liquor For Resale	LIQUOR	1,299.55
11/14/2013	1080108682	E 609-49751-253	Wine For Resale	WINE	96.00
11/21/2013	1080111677	E 609-49751-206	Freight and Fuel Charges	FREIGHT	15.69
11/21/2013	1080111677	E 609-49751-251	Liquor For Resale	LIQUOR	1,434.18
11/21/2013	1080111677	E 609-49751-253	Wine For Resale	WINE	187.98
11/21/2013	1080111677	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	33.62
					<u>\$3,091.67</u>

\$96,734.28

FUND SUMMARY

101 GENERAL FUND	\$28,884.96
601 WATER FUND	\$4,484.81
602 SEWER FUND	\$4,136.74
609 MUNICIPAL LIQUOR FUND	\$59,227.77
Total	<u>96,734.28</u>

MEMORANDUM

TO: City of St. Francis, St. Francis Mayor and Council, City Administrator
FROM: St. Francis Charter Commission
RE: 2013 Language Changes recommended by Charter Commission
DATED: October 20, 2013

The Charter Commission met and approved the following items:

1. To amend the charter to adopt the write-in language as proposed and to present the proposed changes to the City Council for approval.
2. To amend the charter to increase the term of the Mayor to four (4) years as proposed, to present the proposed changes to the City Council for approval and, if council does not approve, to submit as a question at the next general election.
3. To amend the charter to adopt the primary language as proposed, to present the proposed changes to the City Council for approval and, if council does not approve, to submit as a question at the next general election.

The Charter Commission requests that each item be considered separately by the Council.

1. Write-In Candidates. The Charter Commission reviewed language from Blaine related to how write-in candidates should be counted. The issue relates to administration of elections. Currently each write-in candidate is separately tabulated and reported. This increases the amount of time that election officials must spend prior to submitting the results to the County. In addition, this section requires a change in the filing time required by state statute (Minn. Stat. Sec. 205.13, Subd. 1a.

The Charter Commission proposes the following changes to the Charter:

Chapter 5:

Subdivision 2. Filing and Nomination. Not more than eighty-four (84) nor less than seventy (70) days ~~weeks~~ before the date of the election, an individual who is eligible and desires to have his name placed on the official ballot as a candidate for an office to be voted for at the election shall file his affidavit of candidacy with the City Clerk. The City Clerk shall also accept an application signed by not less than five (5) voters and filed on behalf of an eligible person whom they desire to be a candidate, if service of a copy of the application has been made on the candidate and proof of service is endorsed on the application being filed. A write-in candidate who wants their write-in votes to be counted in the general election must file a written request with the city clerk no later than seven (7) days before the general election. All write-in votes for candidates who have not filed a written request to have these votes counted shall be treated collectively as votes for a single nonqualified candidate referenced as "other". Upon receipt of a filing fee in

the amount of five dollars (\$5.00) the City Clerk shall place the name of the candidate on the official ballot without partisan designation.

...

2. Mayor's term. The Charter Commission considered this item at the request of the City Council. The intent is to amend the Charter language to have this term go into effect upon the expiration of the incumbent Mayor's existing term.

The Charter Commission proposes the following changes to the Charter:

Chapter 2:

Section 2.02 The Council - Composition, Qualification and Terms. The elective officers of the City shall be a Mayor and four (4) Council persons who, together, shall compose the council. All members of the Council shall be elected at - large by and from the electors of the City. All elective officers shall take office and qualify at the time of the first regular Council meeting in the Month of January next following their election, and shall hold office until their successors have been elected and have qualified. The term of office of Mayor shall be two (2) years until the term beginning on January 5, 2015 and in subsequent terms when the term of office of Mayor shall be four (4) years. ~~and~~ the term of office of each Council person shall be four (4) years. The Council shall be the judge, as to qualification only, of the election of the Mayor and Council persons. (Reference Section 5.01)

3. Primary. The Charter Commission reviewed language to creating a primary. In order to meet the statutory requirements of this change, the City Council will be required to act on this language by ordinance or resolution, no later than April 15 in the year when the election is to be held. See Minnesota Statute Sec. 205.065. It is anticipated that this will be effective for the 2014 elections.

Pursuant to Minnesota Statute Sec. 205.065, subd. 4, a primary election may or may not occur depending upon the number of candidates that have filed as a candidate for the particular office at issue and thus flexibility allowing for operation at a primary or a general election is needed. That statute is attached to this memo.

Other changes to the Charter regarding when the affidavit of candidacy is required to be filed must also be modified if a primary election is adopted. As noted on the issue related to write-in candidates, the time for filing in the City Charter (at Section 5.01 subd. 2) must be amended to correspond to the change in state statute. Minnesota Statute Sec. 205.13, subd. 1a. is attached for your reference.

The Charter Commission proposes the following changes to the Charter:

Subdivision 2. Filing and Nomination. Not more than eighty-four (84) nor less than seventy (70) days ~~weeks~~ before the date of the primary election, an individual who is eligible and desires to have his name placed on the official ballot as a candidate for an office to be voted for at the primary election or general election, depending upon the

number of candidates that actually file for each office, shall file his affidavit of candidacy with the City Clerk. The City Clerk shall also accept an application signed by not less than five (5) voters and filed on behalf of an eligible person whom they desire to be a candidate, if service of a copy of the application has been made on the candidate and proof of service is endorsed on the application being filed. Upon receipt of a filing fee in the amount of five dollars (\$5.00) the City Clerk shall place the name of the candidate on the official ballot without partisan designation.

...

Subdivision 3. Notice. At least two (2) weeks before the first day to file affidavits or applications of candidacy, and at least two (2) weeks prior to each primary election, general election, and special election, the City Clerk shall publish and post in the Clerk's office a notice thereof.

...

Subdivision 7. Primary Election. ~~There will be no primary election.~~ Effective for the 2014 elections and thereafter, primary elections shall be held on the same date as prescribed by the Minnesota Statutes, which establishes the statewide primary election date. The primary election shall be for the selection of two nominees for each elective office at the regular municipal election, unless two nominees or fewer file for each elective office. In the event two nominees or fewer file for an elective office, the names of such nominees shall be placed on the municipal general election ballot as the nominee for that office and no primary election shall be held for such elective office.

Process

The next steps in considering the Charter Commission's proposed changes are as follows:

Step 1. Within one month of receiving the recommendations from the Charter Commission, the City must publish notice of public hearing of the proposal (which must contain the text of the proposed amendment). Minn. Stat. Sec. 410.12, subd. 7.

Step 2. The City must hold a public hearing on the proposed charter amendment at least two (2) weeks but not more than one (1) month after the notice is published.

Step 3. The City Council must vote on it within one (1) month of the public hearing. The vote must be unanimous.

Step 4. The changes are published like all other ordinances.

Step 5. Within 60 days after passage and publication, citizens may petition to submit the matter to referendum.

Step 6. The Charter Commission may submit any of these issues to the voters if they are not unanimously adopted by the City Council. This must be submitted at least 17 weeks before the general election. Minn. Stat. Sec. 410.12.

The following are the source documents related to the issues noted above:

2012 Minnesota Statutes

410.12 AMENDMENTS.

Subdivision 1. **Proposals.**

The charter commission may propose amendments to such charter and shall do so upon the petition of voters equal in number to five percent of the total votes cast at the last previous state general election in the city. Proposed charter amendments must be submitted at least 17 weeks before the general election. Only registered voters are eligible to sign the petition. All petitions circulated with respect to a charter amendment shall be uniform in character and shall have attached thereto the text of the proposed amendment in full; except that in the case of a proposed amendment containing more than 1,000 words, a true and correct copy of the same may be filed with the city clerk, and the petition shall then contain a summary of not less than 50 nor more than 300 words setting forth in substance the nature of the proposed amendment. Such summary shall contain a statement of the objects and purposes of the amendment proposed and an outline of any proposed new scheme or frame work of government and shall be sufficient to inform the signers of the petition as to what change in government is sought to be accomplished by the amendment. The summary, together with a copy of the proposed amendment, shall first be submitted to the charter commission for its approval as to form and substance. The commission shall within ten days after such submission to it, return the same to the proposers of the amendment with such modifications in statement as it may deem necessary in order that the summary may fairly comply with the requirements above set forth.

Subd. 4. **Election.**

Amendments shall be submitted to the qualified voters at a general or special election and published as in the case of the original charter. The form of the ballot shall be fixed by the governing body. The statement of the question on the ballot shall be sufficient to identify the amendment clearly and to distinguish the question from every other question on the ballot at the same time. If 51 percent of the votes cast on any amendment are in favor of its adoption, copies of the amendment and certificates shall be filed, as in the case of the original charter and the amendment shall take effect in 30 days from the date of the election or at such other time as is fixed in the amendment.

205.065 PRIMARIES.

Subdivision 1. **Establishing primary.**

A municipal primary for the purpose of nominating elective officers may be held in any city on the second Tuesday in August of any year in which a municipal general election is to be held for the purpose of electing officers. The date of a municipal primary held in an odd-numbered year may be postponed for inclement weather as provided in section [205.105](#).

Subd. 2. **Resolution or ordinance.**

The governing body of a city may, by ordinance or resolution adopted by April 15 in the year when a municipal general election is held, elect to choose nominees for municipal offices by a primary as provided in this section. The resolution or ordinance, when adopted, is effective for all ensuing municipal elections until it is revoked. The municipal clerk shall notify the secretary of state and the county auditor within 30 days after the adoption of the resolution or ordinance.

Subd. 3. [Repealed, 1994 c 646 s 28]

Subd. 4. **Candidates, filing.**

The clerk shall place upon the primary ballot without partisan designation the names of individuals whose candidacies have been filed and for whom the proper filing fee has been paid. When not more than twice the number of individuals to be elected to a municipal office file for nomination for the office, their names shall not be placed upon the primary ballot and shall be placed on the municipal general election ballot as the nominees for that office.

Subd. 5. **Results.**

(a) The municipal primary shall be conducted and the returns made in the manner provided for the state primary so far as practicable. If the primary is conducted:

- (1) only within that municipality, a canvass may be conducted on either the second or third day after the primary; or
- (2) in conjunction with the state primary, the canvass must be conducted on the third day after the primary, except as otherwise provided in paragraph (b).

The governing body of the municipality shall canvass the returns, and the two candidates for each office who receive the highest number of votes, or a number of candidates equal to twice the number of individuals to be elected to the office, who receive the highest number of votes, shall be the nominees for the office named. Their names shall be certified to the municipal clerk who shall place them on the municipal general election ballot without partisan designation and without payment of an additional fee.

(b) Following a municipal primary as described in paragraph (a), clause (2), a canvass may be conducted on the second day after the primary if the county auditor of each county in which the municipality is located agrees to administratively review the municipality's primary voting statistics for accuracy and completeness within a time that permits the canvass to be conducted on that day.

Subd. 6. Recount.

A losing candidate at the municipal primary may request a recount of the votes for that nomination subject to the requirements of section 204C.36.

205.13 CANDIDATES, FILING.

Subdivision 1. Affidavit of candidacy.

An individual who is eligible and desires to become a candidate for an office to be voted for at the municipal general election shall file an affidavit of candidacy with the municipal clerk. Candidates for a special election to fill a vacancy held as provided in section 412.02, subdivision 2a, must file an affidavit of candidacy for the specific office to fill the unexpired portion of the term. Subject to the approval of the county auditor, the town clerk may authorize candidates for township offices to file affidavits of candidacy with the county auditor. The affidavit shall be in substantially the same form as that in section 204B.06, subdivision 1. The municipal clerk shall also accept an application signed by not less than five voters and filed on behalf of an eligible voter in the municipality whom they desire to be a candidate, if service of a copy of the application has been made on the candidate and proof of service is endorsed on the application being filed. Upon receipt of the proper filing fee, the clerk shall place the name of the candidate on the official ballot without partisan designation.

Subd. 1a. Filing period.

In a city nominating candidates at a primary, an affidavit of candidacy for a city office voted on in November must be filed no more than 84 days nor less than 70 days before the city primary. In municipalities that do not hold a primary, an affidavit of candidacy must be filed no more than 70 days and not less than 56 days before the municipal general election held in March in any year, or a special election not held in conjunction with another election, and no more than 98 days nor less than 84 days before the municipal general election held in November of any year.

595963-v1



PLANNING MEMO

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

FROM: Nate Sparks

MEETING DATE: December 2, 2013

DATE: December 2, 2013

RE: Preliminary & Final Plat – 23008 Spring Hill Rd

BACKGROUND

Norma Jones of 23008 Spring Hill Road has made an application for a plat to divide a 60 acre parcel into two lots. The property is located on Spring Hill Road south of 233rd Avenue. The site is A2, Rural Estate Agriculture and is currently used for one single family residence.

REQUEST REVIEW

The applicant is proposing to divide one parcel off of the existing parcel that is about 60 acres in size. The parcel consists of roughly a southern 40 acre piece and a northern 20 acre piece. The applicant is seeking to split 20 acres off from the property to convey to another party. The applicant provided a wetland delineation, soils information, and a proposed house location that all meet City Code and Engineering requirements. Both proposed parcels exceed the 10 acre minimum in the A2 Zoning District.

RIGHT OF WAY DEDICATION

The applicant is platting right-of-way for 233rd and Spring Hill Road in an amount deemed adequate by the City Engineer.

PARK DEDICATION

Park dedication will need to be paid in the amount of \$2500. This is due prior to the recording of the final plat.

REQUESTED ACTION

The Planning Commission held the public hearing and recommended approval. The Planning Commission recommended approval, with the following conditions:

1. The subdivision shall be recorded with Anoka County within 90 days of approval.
2. Any recommendations by the City Engineer or Anoka County shall be met.
3. The proposed septic site must be approved by the Building Official.
4. Park dedication shall be paid.

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

RESOLUTION 2013-40

**A RESOLUTION APPROVING THE PRELIMINARY & FINAL PLAT
OF THE JONES ADDITION**

WHEREAS, Norma Jones (the "Applicant") has made an application to the City of St. Francis (the "City") for consideration of a preliminary and final plat referred to as the Jones Addition; and

WHEREAS, the legal description of the subject site (the "Property") is:

The Southwest Quarter of the Southwest Quarter and the East Half of the Northwest Quarter of the Southwest Quarter of Section 34, Township 34, Range 25, Anoka County, Minnesota.

WHEREAS, the Property is addressed as 23008 Spring Hill Road NW; and

WHEREAS, the Property is identified in Anoka County records with the number of 34-34-25-44-0001; and

WHEREAS, the Applicant is seeking to divide the 59.29 acre Property into two parcels; and

WHEREAS, the Property is zoned A-2, Rural Estate Agriculture which requires a minimum lot size of 10 acres with a minimum width of 300 feet; and

WHEREAS, the St. Francis Planning Commission held a duly noticed public hearing at their November 20, 2013 meeting and recommended approval of the request; and

WHEREAS, the proposed division would result in two parcels exceeding the minimum standards of the A-2 District; and

WHEREAS, the request is consistent with the Comprehensive Plan; and

NOW, THEREFORE, BE IT RESOLVED that the City of St. Francis hereby approves the preliminary and final plat as attached subject to the following conditions:

- 1) The subdivision shall be recorded with Anoka County within 90 days of approval.
- 2) Any other recommendations by the Building Official, City Engineer, and Anoka County shall be met.
- 3) The applicant shall pay \$2500 for park dedication prior to recording the plat.
- 4) All fees shall be paid.

The motion for the adoption of the foregoing resolution was made by, and was duly seconded by
and upon vote being taken thereon, the following voted in favor:
and the following voted against the same:
and the following abstained:
and following were absent:

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 2ND DAY OF
DECEMBER, 2013.

APPROVED

Jerry Tveit
Mayor of St. Francis

Attest:

Barbara I. Held
City Clerk/Treasurer

Attachments:
Preliminary Plat
Final Plat

AGENDA REPORT

TO: Matt Hysten, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Proposed budget discussion
DATE: November 27, 2013

INTRODUCTION

The City is required to hold a meeting to discuss the budget and property tax levy and, before a final determination, allows public input.

BACKGROUND

The City is required to discuss the budget and allow public input at a meeting occurring after November 25th and cannot start before 6 pm. The proposed budget and levy will be presented at the city council meeting on December 2nd, 2013. The General Fund budget and the 2014 Proposed Levy will be discussed. Council had set a maximum levy of \$2,988,086 on September 3rd. This is a 0% increase in the levy. The General Fund budget is balanced at \$4,125,329 on the revenue side and the expenditure side. The fund balance will be at 51.1% of revenues with the estimated 2013 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 late January, early February. It again will be submitted to the Government Finance Officers Association for the Budget Award which has been received for budget years 2010-2013. The final budget and levy will be brought to the December 16th meeting where it will need to be approved.

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

2014 General Fund Budget/Tax Overview

1

Budget Goals

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

2

Changes made by the Legislature

- **New Local Government Aid (LGA) formula-** \$80 million increase over the 2013 level.
 - St. Francis is scheduled to received in 2014 \$313,420 which is an increase of \$232,491 over the 2013.
 - 2009 level was supposed to be \$323,500, but the city only received \$222,535

3

Changes made by the Legislature

- **Sales Tax Exemption for Local Governments**
 - All purchases made by the city after 12/31/13 are exempt from sales tax except for Liquor Fund Purchases.
 - Estimated 2012 sales tax paid by all funds is \$60,727. General Fund portion is about \$32,000.

4

General Fund Revenues By Type

	2014 Budget
Taxes	\$2,955,200
Licenses and Permits	89,756
Fines and Forfeits	31,290
Intergovernmental	534,239
Charges for Services	289,642
Miscellaneous	165,202
Transfers	60,000
Total	<u>\$4,125,329</u>

5

General Fund Expenditures By Department

	2014 Budget
General Government	\$747,650
Public Safety	1,764,829
Public Works	688,150
Culture and Recreation	330,900
Community Development	197,700
Miscellaneous	6,100
Transfers	390,000
Total expenditures	<u>\$4,125,329</u>

6

General Fund Budget 2014

2014 Revenues	\$ 4,125,329
2014 Expenditures	<u>\$ 4,125,329</u>
Net Change in Fund Balance	<u>\$ -0-</u>

7

General Fund Balance 51.1% 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 2014 Budget is 51.1% of revenues (2012 Actual Fund balance was 54.4%)

8

Tax Levy 2013 - 2014

	2013 Levy	Proposed 2014 Levy	Change	
			Amount	Percent
Operations:				
General Fund (includes PERA Special Levy)	\$2,967,186	\$2,967,186	\$0	0%
Capital Improvements:				
None	\$0	\$0	\$0	N/A
Debt Service:				
GO Improvement Bond – 2007A	\$20,900	\$20,900	\$0	0%
TOTAL All Funds	\$2,988,086	\$2,988,086	\$0	0%

The levy certified to the Auditor's office on September 15th was \$2,988,086

9

Tax Effect on Residential Homes

Estimated Market Value *	Amount Excluded	Taxable Market Value	Tax Capacity Value	2014 City Taxes	2013 City Taxes	Difference
100,000	\$ 28,240	\$ 71,760	\$ 718	\$ 427.12	\$ 452.52	\$ (25.40)
113,700 **	\$ 27,007	\$ 86,693	\$ 867	\$ 515.75	\$ 546.43	\$ (30.68)
120,000	\$ 26,440	\$ 93,560	\$ 936	\$ 556.80	\$ 589.91	\$ (33.11)
140,000	\$ 24,640	\$ 115,360	\$ 1,154	\$ 686.48	\$ 727.31	\$ (40.83)
160,000	\$ 22,840	\$ 137,160	\$ 1,372	\$ 816.16	\$ 864.70	\$ (48.54)
180,000	\$ 21,040	\$ 158,960	\$ 1,590	\$ 945.84	\$ 1,002.10	\$ (56.26)
200,000	\$ 19,240	\$ 180,760	\$ 1,808	\$ 1,075.52	\$ 1,139.49	\$ (63.97)
220,000	\$ 17,440	\$ 202,560	\$ 2,026	\$ 1,205.21	\$ 1,276.89	\$ (71.68)
NOTES:						

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

** Median Home is \$113,700 in 2013

Effect on a Median Value Home

EFFECT ON A MEDIAN VALUE HOME					
Pay Year	Median Value Home	Annual City Taxes	\$ Change	Monthly City Taxes	\$ Change
2012	113,700	\$516	\$30	\$43.00	\$2.50
2013	113,700	\$546		\$45.50	

This chart does not recognize any change in Market Value which will affect taxes.

11

What your Monthly Tax \$ Pays For

Service	Amount
General Government	\$7.79
Public Safety	\$18.40
Streets & Recycling	\$7.17
Parks & Trails	\$3.45
Community Development	\$2.06
All other services include transfers	\$4.13
Total Monthly Tax	\$43.00

A monthly bill for the median homeowner in 2014 will be \$43.00. This pays for emergency services such as fire and police, street maintenance such as snow plowing and parks services such as mowing and maintenance.

12

QUESTIONS?

MEMORANDUM

TO: St. Francis Mayor, City Council and Administrator
FROM: Scott Lepak, City Attorney
RE: Ordinance on Disposal of Excess Personal Property
DATED: November 4, 2013 and November 18, 2013 (Tabled)
December 2, 2013

The City Council may wish to consider amending the existing ordinance related to personal property to provide for more efficient disposal of damaged, obsolete or items with a limited value.

Background

The City's current process for disposing of excess personal property is governed by the City's Charter:

Section 12.14. Disposal of Unclaimed, Surplus and Excess Property. The Council may by Ordinance provide a method of disposal of unclaimed, surplus and excess property. Such Ordinance shall provide for the type of notice of sale, if any, which may vary with the estimated value of the property to be sold.

This area is also governed by state law. State statute requires that personal property having a value over \$100,000 must be disposed of by using the competitive bidding process. Minn. Stat. Sec. 471.345. That same statute provides that property with a value between \$25,000 and \$100,000 must be disposed of by using either using the competitive bidding process or making the contract by direct negotiation. If the contract is expected to be \$25,000 or less, the council has discretion to make the contract by obtaining quotes or it may simply buy or sell the item on the "open market." If the council chooses to obtain quotes, it must obtain at least two quotes and keep them on file for at least one year. State statute also provides broad authority to dispose of such surplus property by electronic sale or bidding.

In implementing the charter and statutory requirements, the City adopted ordinance 8-7-3 providing for different methods of disposing of surplus personal property having values in excess of \$50,000, property having values between \$10,000 and \$50,000 and property having values less than \$10,000. There is also a 2012 rate resolution detailing how property is disposed of when it has a value of less than \$1,000.

Issue for Consideration:

Applying the various charter, statutory, ordinance and policies has proven to be inefficient. In addition, there is not a clear provision detailing an efficient process for disposing of damaged or obsolete material.

One option is to amend the existing ordinance to provide greater flexibility in disposing of lesser value items and those items that are damaged or obsolete. The attached proposed Ordinance adds such a provision providing that property with an estimated value of less than two thousand dollars (\$2,000) may be sold by the City Administrator on the open market upon prior notice to the Council. It also provides that in addition to the open market sales option, damaged or obsolete material may be sold for salvage value, traded in, recycled or thrown away in the City Administrator's discretion.

The proposed ordinance change also recognizes that there is a statute that notes transfer to other government entities trumps the existing ordinance.

This change to the ordinance would make the need for the existing resolution setting the yearly rate for the disposal of excess personal property obsolete.

As an aside, this does not affect the City's obligations related to the sale of real property.

Proposed action:

Motion to adopt Ordinance 2013-186, Second Series amending Section 8-7-3 Disposal of Excess Property (First Reading).

Attachments: 1) Proposed Ordinance 2013 – 186, Second Series
2) Resolution 2012-09 A Resolution Setting the 2012 Yearly Rate for the Disposal of Excess Personal Property

609141-v1

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

ORDINANCE 186, SECOND SERIES

AN ORDINANCE AMENDING SECTION 8-7-3
ENTITLED "DISPOSAL OF EXCESS PROPERTY"

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Adopted. That Section 8-7-3 of the City Code shall hereby be amended to read as follows:

8-7-3: DISPOSAL OF EXCESS PROPERTY. (Ord. 33, SS, 1-3-1995)

A. Declaration of Surplus and Authorizing Sale of Property. The City Administrator may, from time to time, inform the Council that certain personal property or real property owned by the City is no longer needed for a municipal purpose and should be sold or disposed of. ~~By action of the Council, said property may be declared surplus, the value estimated and City Administrator authorized to dispose of said property in the manner stated herein.~~ (Ord. 104, SS, 11-20-2006)

1. Surplus Personal Property with a Total Estimated Value of Less than Three Thousand Dollars (\$3,000). Property with an estimated value of less than Three Thousand dollars (\$3,000) may be sold by the City Administrator on the open market upon prior notice to the Council. In addition to the open market sales option, damaged or obsolete material may be sold for salvage value, traded in, recycled or thrown away in the City Administrator's discretion.

~~12.~~ Surplus Personal Property with a Total Estimated Value of Three Thousand Dollars (\$3,000) but less than Ten Thousand Dollars (\$10,000.00). If property is declared surplus by the Council and assigned an estimated value less than ten thousand (\$10,000.00), the City Administrator may sell or dispose of surplus property through negotiated sale, quotation, auction or other means as provided by the Council ~~in a rate resolution establishing the procedure to apply surplus property based on the estimated surplus amount.~~ (Ord. 104, SS, 11-20-2006)

~~23.~~ Surplus Personal Property with a Total Estimated Value between Ten and Fifty Thousand Dollars (\$10,000.00 and \$50,000.00). If the amount of the ~~contract~~ property is estimated to exceed \$50,000.00 the City Administrator will follow the direct negotiation or quotation requirement of the Uniform Municipal Contracting Law. (Ord. 104, SS, 11-20-2006)

~~34.~~ Surplus Personal Property with a Total Estimated Value in Excess of Fifty Thousand Dollars (\$50,000.00). If the amount of the ~~contract~~ property is estimated to exceed

\$50,000.00, the City Administrator will follow the sealed bid requirements of the Uniform Municipal Contracting Law. (Ord. 104, SS, 11-20-2006)

4. Receipts from Sales of Surplus Personal Property. All receipts from sales of surplus property under this Section shall be placed in the General Fund.

5. Surplus Real Property shall be offered for public sale as directed by Council in a commercially reasonable manner. Net cash proceeds of any sale of real property shall be used in accordance with City Charter.

6. In the alternative to the procedures outlined in Section 8-7-3.A.1 through 8-7-3.A.34 of this Code, the City may utilize an electronic selling process in which purchasers compete to purchase the surplus supplies, materials, or equipment at the highest price in an open and interactive environment. (Ord. 104, SS, 11-20-2006)

7. This section does not limit the City's authority to sell surplus property to the national government, the State or any other political subdivision.

Section 2. Effective Date. This Ordinance shall take effect 30 days after its publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS _____ DAY OF _____, 2013.

APPROVED:

Jerry Tveit, Mayor

ATTEST:

Barbara I. Held, City Clerk

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

RESOLUTION 2012-09

**A RESOLUTION SETTING THE 2012
YEARLY RATE FOR THE DISPOSAL OF
EXCESS PERSONAL PROPERTY**

WHEREAS, Section 8-7-3 of the St. Francis City Code entitled “Disposal of Excess Property” outlines the procedure for disposal of City owned property having a total estimated value less than ten thousand dollars as follows:

8-7-3: DISPOSAL OF EXCESS PROPERTY. (Ord. 33, SS, 1-3-1995)

- A. Declaration of Surplus and Authorizing Sale of Property. The City Administrator may, from time to time, inform the Council that certain personal property or real property owned by the City is no longer needed for a municipal purpose and should be sold or disposed of. By action of the Council, said property may be declared surplus, the value estimated and City Administrator authorized to dispose of said property in the manner stated herein. (Ord. 104, SS, 11-20-2006)
1. Surplus Personal Property with a Total Estimated Value of Less than Ten Thousand Dollars (\$10,000.00). If property is declared surplus by the Council and assigned an estimated value less than ten thousand (\$10,000.00), the City Administrator may sell or dispose of surplus property through negotiated sale, quotation, auction or other means as provided by the Council in a rate resolution establishing the procedure to apply surplus property based on the estimated surplus amount. (Ord. 104, SS, 11-20-2006)

WHEREAS, this Resolution is intended to serve as the “rate resolution establishing the procedure to apply surplus property based on the estimated surplus amount.”

WHEREAS, this Resolution is intended to apply to the disposal of personal property and is not to be viewed as authorizing or applying to the disposal of real property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Francis that the approximate value of the rate resolution for the year 2012 is assigned as follows:

Surplus Personal Property Total Estimated Value

Less than Two Hundred

Fifty Dollars (\$250)The City Administrator may dispose of said surplus property through negotiated sale, quotation, electronic selling process, auction, newspaper ad indicating best offer or other means as determined by the City Administrator except to the extent that specific or other means are directed by Council.

Two Hundred Fifty-one Dollars
to Five Hundred Dollars (\$251-\$500)

City Administrator will dispose of said surplus property through negotiated sale, quotation, electronic selling process, newspaper ad indicating estimated price or best offer or auction or any other means directed by Council.

Five Hundred One Dollars
to One Thousand Dollars (\$501-\$1,000)

City Administrator will dispose of said surplus property through negotiated sale, quotation, electronic selling process, newspaper ad indicating estimated price or auction or any other means directed by Council.

BE IT FURTHER RESOLVED that the City Staff is hereby authorized to dispose of said property pursuant to City Code Requirements.

BE IT FURTHER RESOLVED that this Resolution shall continue in effect until superseded by a subsequent Resolution Setting the Rate Resolution for the Disposal of Excess Personal Property.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS
2nd DAY OF APRIL, 2012.

APPROVED:

Jerry Tveit
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk

AGENDA REPORT

TO: City Administrator
FROM: Finance Director
SUBJECT: Water and Sanitary Sewer Rates
DATE: October 24, 2013

INTRODUCTION

Water and Sewer rates were last increased on February 1, 2011. Normally rate increases coincide with updates to our City Fee Schedule.

BACKGROUND

MN Statute 103G.291 was amended in 2008 to include a requirement for public water suppliers serving more than 1,000 people to adopt a water rate structure that encourages conservation by January 1, 2010. It was determined that a tiered rate system was the easiest and fairest solution and Council adopted the change in May 2009.

MN PFA, the lender on our new Water Treatment Plant, requires that the City collect amounts necessary to produce net revenues adequate to pay all principal and interest when due on the Note. If not, they can require us to have a rate increase or direct us to levy the amount through property taxes.

The summer Sewer usage calculation is set to include the months of May – October.

Utility rate history (usage is per 1,000 gallons; base is per equivalent connection):

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011,</u> <u>2012 &</u> <u>2013</u>	<u>2014</u>
Water									
Base	10.00	10.00	10.00	11.00	11.50	11.50	11.50	11.75	13.75
Usage	2.90	3.00	3.00	3.50	3.50	tiered	tiered	tiered	tiered
MNTest Fee					.53	.53	.53	.53	.53
Sewer									
Base	10.00	10.00	10.00	11.00	12.00	12.00	12.00	12.25	12.50
Usage	2.00	2.00	2.00	2.50	3.50	3.85	4.20	4.55	4.90

See the following table for the schedule of bonds payments (principal and interest) by fund.

	Water (601) Total	Sewer (602) Total
2013	\$ 858,472.58	\$ 536,298.00
2014	\$ 858,387.32	\$ 535,929.88
2015	\$ 862,537.02	\$ 539,734.88
2016	\$ 865,024.68	\$ 540,461.88
2017	\$ 801,961.66	\$ 232,777.63
2018	\$ 802,015.91	\$ 230,778.88
2019	\$ 801,569.00	\$ 233,549.95
2020	\$ 800,653.05	\$ 231,130.01
2021	\$ 802,449.95	\$ 236,129.63
2022	\$ 801,432.96	\$ 237,907.45
2023	\$ 802,117.29	\$ 237,034.51
2024	\$ 801,002.35	\$ 360,675.13
2025	\$ 801,559.70	\$ 241,210.88
2026	\$ 799,288.78	\$ 241,293.57
2027	\$ 799,698.88	\$ 243,594.54
2028	\$ 103,464.85	\$ 245,341.41
2029	\$ -	\$ 120,256.25
2030	\$ -	\$ 121,387.50
2031	\$ -	\$ 127,187.50
Total	\$ 12,361,635.98	\$ 5,492,679.48

RECOMMENDATION

The following changes will be adopted with approval of the Ordinance adopting the City Fee Schedule Note (these increases would be in effect for the bills due 3/10/14): a) increase the base fee for Sewer from \$12.25 to 12.50; b) increase the monthly Sewer per 1,000 gallon usage charge from \$4.55 to \$4.90; c) increase the base fee for Water from \$11.75 to \$13.75 (Note that the State water test fee of \$.53 would be added to this amount for a total of \$14.28) ; d) increase the monthly tiered conservation Water Usage Charge as follows:

<u>Gallons per Equivalent Connection</u>	<u>Fee per 1,000 gallons – 2011</u>	<u>Fee per 1,000 gallons – 2014</u>
0 – 14,999	\$4.05	\$4.25
15,000 – 29,999	\$4.25	\$4.45
30,000 – 44,999	\$4.95	\$5.15
>= 45,000	\$5.95	\$6.15

Continued small increases will help to create stronger fund balances.

The following table shows the water/sewer billings for some surrounding communities. This information was taken from a rate study done at the City of Wyoming. It shows the amount billed for a customer using 9,000 gallons a quarter. Please note the City of St. Francis bills on a monthly basis, but the data was on a quarterly basis. As you can see the City of St. Francis ends up in the middle of the range for total billing with the proposed rate increases.

	Water	Sewer	Total
Forest Lake	\$ 31.46	\$ 47.00	\$ 78.46
Linstrom	\$ 28.00	\$ 81.00	\$ 109.00
Wyoming	\$ 39.22	\$ 97.79	\$ 137.01
St. Francis	\$ 79.50	\$ 81.60	\$ 161.10
Cambridge	\$ 68.10	\$ 95.40	\$ 163.50
Chisago City	\$ 102.41	\$ 76.77	\$ 179.18
Stacy	\$ 49.17	\$ 142.50	\$ 191.67
North Branch	\$ 107.64	\$ 93.15	\$ 200.79
Isanti	\$ 77.61	\$ 126.15	\$ 203.76
East Bethel	\$ 156.26	\$ 78.86	\$ 235.12

9000 Gallons/Quarter

BUDGET IMPACT

The following page shows an option sheet for suggested fee increases based on an analysis of 2013 data. It lists the projected annual revenue increase and the effect on a household based on 6,000 gallons monthly usage. We are proposing an increase in the base fees and the usage fees (see the highlighted line items) as shown on the table under the budget impact section. This should provide an approximate increase in sewer revenues of \$42,275 and water revenues of \$90,200. These revenues not only provide for the costs for each fund it also provides for the debt service payments in each fund.

OPTIONS FOR UTILITY RATE INCREASES

		CURRENT FEE	PROPOSED INCREASE	NEW FEE	ADDITIONAL ANNUAL REVENUES	HOUSEHOLD	
						MONTHLY COST	ANNUAL COST
SEWER	Base Fee	12.25	0.25	12.50	7,500	0.25	3.00
		12.25	0.50	12.75	15,000	0.50	6.00
		12.25	0.75	13.00	22,500	0.75	9.00
		12.25	1.00	13.25	30,000	1.00	12.00
	Usage Fee	4.55	0.35	4.90	35,000	2.10	25.20
		4.70	0.50	5.20	50,000	3.00	36.00
		4.85	0.65	5.50	65,000	3.90	46.80
		5.00	0.80	5.80	80,000	4.80	57.60
WATER *	Base Fee	11.75	0.50	12.25	15,000	0.50	6.00
		11.75	1.00	12.75	30,000	1.00	12.00
		11.75	1.50	13.25	45,000	1.50	18.00
		11.75	2.00	13.75	60,000	2.00	24.00
	Usage Fee	4.05	0.20	4.25	32,000	1.20	14.40
		4.15	0.40	4.55	64,000	2.40	28.80
		4.30	0.60	4.90	96,000	3.60	43.20
		4.45	0.80	5.25	128,000	4.80	57.60

Monthly tiered rate structure recommendation:

<u>Gallons per Equivalent Connection</u>	<u>Fee</u>
0-14,999	4.25
15,000 - 29,999	4.45
30,000 - 44,999	5.15
>= 45,000	6.15

*NOTE: The test fee of \$.53 would be added to the water base fee.

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

ORDINANCE 187, SECOND SERIES

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

THE CITY OF ST. FRANCIS ORDAINS:

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

Section 2. Effective Date. This Ordinance shall take effect 30 days after its publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS __ DAY
OF _____, 2013.

APPROVED:

Jerry Tveit
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk

(seal)



2014 MASTER FEE SCHEDULE

EXHIBIT A for Ordinance **, Second Series, Subd. 2

ADMINISTRATIVE PENALTIES

Administrative Enforcement Penalties:	
1st Offense:	\$100
2nd Offense:	\$200
3rd Offense:	\$500
4th Offense:	\$1,000
5th Offense and beyond:	\$2,000
Administrative Hearing Fee:	\$100

ANIMAL IMPOUND FEES

1st Offense*	\$60	\$75
2nd Offense*	\$90	\$105
3rd Offense*	\$125	\$140
		*Within a twelve month period
Boarding Fee	\$20/day	

ANIMAL LICENSE

Dog License (May-April)	\$10/1-2 year vaccinations \$15/3 year vaccination	
		* \$3.00 discount for seniors (Age of owner)
Kennel		
First 10 dogs	\$100/year	
Each Additional dog	\$10/year	

AMUSEMENT & RECREATION

Amusement Machine	\$15/location + \$15/machine
Dance	
Annual	\$100/year
Per Event	\$10/event

BUSINESS & SERVICE LICENSE

Investigation Fee	\$25	
Adult Entertainment Use	\$2,000/year	
Sauna/Massage Parlors	\$2,000/year	
Fireworks-Retail/Tent	\$50/per occurrence	
Fireworks-Pyrotechnic Display	\$50/per occurrence	
Pawnbroker	\$1,000/year	
Refuse Hauler	\$200/year +\$50/truck	
Massage Therapist	\$200/year	
Taxicab Driver License Fee	\$150/year	
Taxicab Operator License Fee	\$150/year	
Towing/Impound	\$150/year	
Finger Printing		\$15 and customer provides fingerprint card
Transient Merchant/Peddler		
Week	\$50	
Month	\$150	
Year	\$300	

LIQUOR LICENSE

3.2% Malt – Off Sale	\$50/year
3.2% Malt – Off Sale – Special Event	\$25/event
3.2% Malt – On Sale	\$200/year
Club License	\$200/year
Wine License	\$200/year
Intoxicating Liquor – On Sale	\$4,000/year
Intoxicating Liquor – Sunday Sales	\$200/year
Investigation Fee	
Single Application	\$200
Partnership	\$300
Corporation	\$400

TOBACCO LICENSE \$150/YEAR

STREET DISRUPTION

Road Right of Way - Registration	\$35 + \$2,000 escrow
Road Right of Way - Permit Application	\$150 + Consultant Fees
Street Opening	\$50 + Bond or Deposit & Consultant Fees
Street-Culvert	\$25 \$0.00

DOCUMENT SERVICES

Accident, Police & Fire Reports	\$.25/page; Over 100 pages TBD
Copies	\$.25 per page copied
CD's	\$15
Colored Copies of Photos	\$3/page
Certificate of Survey (non homeowner)	\$2
City Council Agenda & Minutes (mailed)	
Resident	\$25/year
Non-Resident	\$25/year + postage
Planning/Park Comm Agenda & Minutes (mailed)	
Resident	\$12/year
Non-Resident	\$12/year + postage

GENERAL & MISCELLANEOUS

Lockouts	\$25
Mileage Reimbursement for Personal Vehicle	Current IRS Rate
Notary	\$2/document
Public Nuisance Violation Admin Fee (assessable)	\$75/occurrence
Certify delinquent invoices (except utilities)	Lesser of 10% of delinquency or \$75
Certify delinquent utilities	10% of delinquency
Fire Department charges	See Ordinance 138
Returned Checks	\$30/check
Snowmobile permit	\$15.00
Special Assessment Administrative Fee	\$100
Special Assessment Search	\$20/each

EQUIPMENT AND STAFF USE

1 Ton Truck w/Plow	\$55/hour
Belos w/Attachment	\$55/hour
Crane Truck	\$45/hour
Electric Generator	\$60/hour
Grader	\$90/hour
Kubota/Attachments Mower	\$50/hour
Pick Up Truck	\$40/hour
Single Axle Truck	\$65/hour
Single Axle Truck w/Plow	\$85/hour
Tool Cat/Skid Steer w/Attachments	\$60/hour
Tractor w/loader or Attachments	\$60/hour
Pay Loader	\$90/hour

Hourly equipment rates DO NOT include the cost of the operator *or cost of fuel/gas.*

Staff Time	2 x's Step 8 of their Pay Grade
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COUNCIL/COMMISSION PAY

City Council Per Diems per day	\$35/4 hours or less; \$70/more than 4 hours	
Special City Council Meetings		
Council Retreats/Work Sessions		
Economic Development Authority Meeting (EDA)		
League of MN Cities functions	Prior approval required	
Labor negotiations	Prior approval required	
Employee interviews	Prior approval required	
Mayor only:	Mayor may appoint council member to fulfill his obligations and approve attendance.	
School/County Liaison		
MN Mayor's Assn. functions		
Speaking Engagements at other Civic Organizations		
Closing of Property Acquisition		
Fire District Study Group Meetings		
Planning Commission		
Chairman	\$20/meeting – paid annually	\$25/meeting-paid annually
Member	\$15/meeting – paid annually	\$20/meeting-paid annually
Park Commission		
Chairman	\$20/meeting – paid annually	\$25/meeting-paid annually
Member	\$15/meeting – paid annually	\$20/meeting-paid annually
Economic Development Authority		\$20/meeting-paid annually
Upper Rum River Watershed - Resident Appointed by Council		\$20/meeting-paid annually

PARKS AND RECREATION

	Resident	Non-Resident
Concession	\$25	\$50
Ball Park Usage – Outside Organization	100/ per night for season	200/per night for season
Clean Up Deposit	\$50 – refundable	\$75 – refundable
Key Replacement	\$50	\$50
Football Field	\$25/each	\$27/each- \$35/each
Football Youth Program	\$43/week/team	
Gazebo Rental	\$50	\$100
Rink Rental for Reserved Time	\$25/hour for after hours rental	\$50/hour for after hours rental
Shelter	\$25	\$50
Soccer	\$34/week/team	
Soccer Field	\$25/each	\$27/each- \$35/each
Warming House	\$50	\$100

St. Francis City Council has the authority to charge an annual fee of \$100 for Non-Profits.

St. Francis City Council has the authority to waive any fees for Non-Profits.

COMMUNITY CENTER

Resident	\$30/event	
Non-Resident	\$55/event	
Damage Deposit	\$100	
Late Key Return	\$25 if not returned within two business days of event	
City Purposes	Free	
City Benefit	Fees will be waived for these uses unless the Council specifically determines that the fees should be imposed.	
St. Francis Lions/Lioness		
St. Francis Senior Citizens Group		
St. Francis Area Jaycees		
St. Francis Youth Assn. (4-H, Scouts, Hockey, etc.)		
St. Francis Ambassador Program		
St. Francis Area Chamber of Commerce		
Other Governmental Agencies		
Local Church organizations		
Local Business/Non-Profit Organizations		
	Donations will be accepted for Use of Facility unless Council specifically determines that the fees should be imposed.	
Priority for use in event of conflict	Based on earliest request if more than one applicant of the same class seeks conflicting dates.	
City of St. Francis		
Non-Profit located within City limits		
Residents (individuals or groups)		
Non-Profit located outside City limits		
Non-Residents (individuals or groups)		

DIVISION AND USE OF PROPERTY	Fee	Escrow
Administrative Subdivision	\$200	\$250
Annexation	\$250	\$300
Appeal	\$200	\$250
Comprehensive Plan Amendment	\$450	\$650
Conditional Use Permit	\$350	\$650
Dock Permit	\$50	\$100
Driveway Permit	\$50	\$200 (May be waived by Staff)
Environmental Review	\$350	\$650
Excavation/Fill Permit (Admin)	\$100	\$250
Excavation/Fill Permit (IUP)	\$350	\$650
Fence- Under Six Feet in Height	40-\$50	
Home Occupation (IUP)	\$350	\$650
Interim Use	\$350	\$650
Minor Subdivision	\$350	\$400
Ordinance Amendment	\$350	\$650
Planned Unit Development	\$350	\$650
Sign Permit Zoning Review (Admin)	\$75	
Sign Permit Zoning Review (Full)	\$250	\$350
Sign Permit Zoning Review (Temporary)	\$25	
Rezoning	\$350	\$650
Site & Building Plan Review (Admin)	\$100	\$250
Site & Building Plan review (Reg)	\$350	\$450
Street/Utility Easement Vacation	\$350	\$650
Subdivision		
Sketch Plan	\$300	\$500
Preliminary Plat (Rural)	\$400	\$400 + \$125/lot
Preliminary Plat (Urban)	\$400	\$425 + \$175/lot
Final Plat	\$350	\$650
Temporary Habitation Permit	\$200	\$5,000
Temporary Outdoor Sales Permit/License	\$50	
Wetland Replacement Plan Review w/Plat	\$350	\$650
Wetland Replacement Plan and Excavation	\$350	\$650
Variance Application	\$350	\$650
Park Dedication	\$2,500/lot	
TIF Application	\$2,500	\$2,500
Landscaping Escrow Administration Fee	\$100	

Applicants are responsible for all costs incurred by the City for consultant fees.

BUILDING PERMITS

Basement Finishes Permit	\$140	**See Below
Building Demolition	\$95	**See Below
Building Demolition - Commercial	By Valuation	
Contractor Verification Fee	\$10	
Fence- Residential	\$40	
- Over Six Feet in Height	\$40- By Valuation	
Commercial	By Valuation	
Fireplace	\$95	**See Below
Fuel Tank Removal	\$95	**See Below
Engineers Grading Review of Building Permit	\$100 \$130	
Water Heater	\$50 \$75	**See Below
HVAC	\$75/heating installations \$95	**See Below
	\$40/air conditioning \$55	**See Below
Inspections-After Hours	\$70/hr, minimum 2 hours	
Investigation Fee	Not to exceed permit fee	
Irrigation	\$50 back flow preventer	**See Below
Mobile Home Setup	By Valuation	
On-Site Septic		
Type I - IV	\$275	**See Below
Type V	By cost incurred	
Operating Permit	\$125/year	**See Below
Plumbing	\$10/opening w/\$80 minimum charge	\$95
Pools	\$75	**See Below
	Letter must be submitted annually stating that an above ground pool will be placed in the same location each year as per the initial site plan.	
Pools - Inground	By Valuation	
Re-Inspection Fee	Not to exceed \$75/trip	
Roofing		
Residential	\$95	**See Below
Commercial	By Valuation	
Septic System Pumping Verification	\$20	
Siding		
Residential	\$95	**See Below
Commercial	By Valuation	
Signs	By Valuation	
Water Softener Permit		
Residential	\$15 by State Statute	**See Below
Commercial	By Valuation	
Windows/Exterior Doors	\$95	**See Below
Commercial Buildings (Plbg, Mech, Fire Alarm, Etc.)	By Valuation	

Anything not listed above will be based on valuation + plan review + state surcharge.

Permits over 180 days of inactivity are null and void with no refund

Permit extension not to exceed 1/2 permit fee and building inspector makes determination

No refund on plan review fees; maximum refund is 75% of total fee for permit fees; no refund for state surcharges

**** STATE SURCHARGE collected in accordance with MN Statutes 326B.148 which is currently \$5.00 per permit.**

ESCROW DEPOSITS

Urban	
Curb Box & Meter	\$1,500
Final Grading	\$500 - \$1,000
Litter/Debris Cleanup	\$100 - \$300
2" Calliper Tree (new)	\$300
Sod	\$2,000
Seeding/Sprinkler	\$2,000
3" Black Dirt	\$500
Erosion Control in Place	\$300
Street Cleaned	\$200
Driveway Installed	\$1,500
Rural	
Final Grading	\$500 - \$1,000
Litter/Debris Cleanup	\$100 - \$300
2" Calliper Tree (new)	\$300
Sod/Seeding	\$300 - \$2,000
Erosion Control in Place	\$300
Culvert	\$1,500
Driveway Installed	\$1,500

UTILITY FEES

Access Charge	
Sewer Equivalent Connection Charge	\$4,200
Water Equivalent Connection Charge	\$3,000
Tapping & Connection Permits	
Tapping & Water Connection	\$125
Tapping & Sewer Connection	\$125
Water Connection	\$50
Sewer Connection	\$50
Meter Deposit	
¾"	Cost
1" and larger	Cost + 10%
Water Shut Off (7:00 am to 3:30 pm)	\$35
Water Reconnect (7:00 am to 3:30 pm)	\$35
*The disconnect and reconnect fee for water shall be waived if a resident leaves for 2 consecutive months during the time from October to March. This is to promote the idea of shutting off these snowbird residences to reduce the chance for freeze ups and bursting of pipes.	
Meter Repair (not removal or installation)	Time & material w/ \$50 minimum
Curbstop Locate	
Summer	\$25 minimum
Winter	\$50 minimum
Curbstop Driveway Cover	\$70 Cost
Curbstop Repair	Time & material w/ \$50 minimum
Curbstop Box	Cost
Hydrant & Gate Valve Repair	Time & material w/ \$50 minimum
Hydrant Meter Deposit	\$800
Non-response to Tagging Notice	\$250 per month until resolved
Un-Metered Use of City Water	\$200

WATER RATES

Monthly Base Fee	\$12.28 (includes \$.53 for State Test Fee)	\$13.75
State Test Fee		\$0.53
Charge per 1,000 Gallons Used per Equivalent Connection		
0-14,999	\$4.05/equivalent connection	\$4.25/equivalent connection
15,000-29,999	\$4.25/equivalent connection	\$4.45/equivalent connection
30,000-44,999	\$4.95/equivalent connection	\$5.15/equivalent connection
>=45,000	\$5.95/equivalent connection	\$6.15/equivalent connection
Bulk Water		
System Access Charge	\$50	
Charge per 1,000 Gallons Used	\$4	

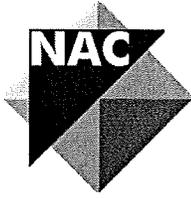
SEWER RATES

Monthly Base Fee	\$12.25	\$12.50
Charge per 1,000 Gallons Used	\$4.55/equivalent connection	\$4.90/equivalent connection
Sewer Users Only	Sewer Base Rate + 6,000 Gallons @ Water Rate	

Winter residential sewer rates (November through April billings) are based on actual water consumption used for the month billed.

Summer residential sewer rate (May through October billings) are based on the average of water consumption used for the January, February and March billings. If the winter water usage average is 3,000 gallons or less, the consumption billed will be the actual usage up to a maximum of 3,000 gallons. Any average usage greater than 3,000 gallons will be billed actual usage up to the maximum average calculated.

**Note: Consumption amounts are not billed greater than actual usage.



PLANNING MEMO

To: St. Francis City Council
Matt Hylen, City Administrator

From: Nate Sparks

Date: October 31, 2013

Meeting Date: November 4, 2013 & November 18, 2013 (Tabled)
December 2, 2013

Re: Rental Housing License Ordinance

BACKGROUND

The Planning Commission reviewed a draft Rental Housing License Ordinance at their July meeting. City Staff has spent the following months finalizing the draft ordinance and calculating costs of the program. At this time, the ordinance is complete for Council consideration.

RENTAL HOUSING LICENSING CODES

Many area cities have adopted specific rental housing licensing codes. These codes are intended to ensure that rental property is not maintained as a nuisance and, in many cases, code enforcement is more difficult when the property owner is not the occupant of the property. Plus, low quality rental property can potentially harm the resident and become a fire hazard. In the immediate area Isanti, Coon Rapids, Elk River, Cambridge, and Anoka have adopted such ordinances.

CURRENT CITY CODE

In 1988, the City of St. Francis adopted a set of minimum standards for all residential dwelling units within the City. This code section is currently found in Section 4-2 of the Code. This includes general standards for owner occupied units as well as more restrictive and specific standards for rental units. For rental housing, this Code Section has been difficult for the City to ensure compliance as it does not have a corresponding registry or licensing procedure that allows for required inspections. It has only been used recently on a voluntary and complaint basis and then enforcement was done through the general code enforcement policy and procedures. Compliance in certain cases proved to be difficult and time consuming for City Staff.

RENTAL HOUSING LICENSING

The concept of licensing rental housing came from an attempt to update the current Section 4-2, make it more enforceable, and to limit the costs of the program to the properties involved. By requiring a license to rent property, the property owner would have to prove compliance with the residential housing code before being allowed to have others occupy the property. A fire safety

activity is covered in the license fees. The licensing program as proposed is limited to non-owner occupied dwellings and a license is required for each unit.

DRAFT ORDINANCE

The draft ordinance that has reviewed by the Planning Commission is based on the following concepts:

- All rental units must receive a license
- Licenses are good for two years
- Fire safety and minimum standards inspection required upon renewal

Section 4-2

The draft ordinance before the Council takes the existing Section 4-2 and removes all specific rental housing components. The remainder of this Section is the general housing standards that are currently in the ordinance for all housing units within the City. This identifies when the City may take action on the extreme cases where a house is unfit for human habitation.

Section 4-6

The rental housing standards have been reviewed, updated, and proposed to be moved to a new section of the City Code as Section 4-6. Section 4-6 then associates these standards with a required inspection and licensing program.

Section 2-9

The fee for the license is based on the estimated time to register and inspect each unit. For first time registration the fee is proposed at \$150 and then renewals are \$100. The renewals are reduced to \$75 per unit for multi-family structures.

RECOMMENDATION

The Planning Commission recommended approval of the Ordinance. If the Council approves the first reading of the Ordinance, a summary publication resolution will be brought forward for the second reading.

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

ORDINANCE 188, SECOND SERIES

**AN ORDINANCE AMENDING SECTION 4-2
ENTITLED “RENTAL HOUSING LICENSING”**

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Amended. That Section 4-2 of the City Code entitled “Residential Housing Standards” shall hereby be amended to read as follows:

4-2-1: PURPOSE. The purpose of this Section is to maintain the City’s sanitation, public health and attractiveness, protect the safety of the people, and to promote the general welfare. These general objectives include, among others the following:

- A. To protect the character and stability of the residential areas.
- B. To correct and prevent conditions that adversely affect or are likely to adversely affect the safety, general welfare, and health of persons owning or renting residential facilities.
- C. To provide for sound maintenance of cooking, heating, sanitary, electrical, light and ventilation systems necessary for health and safety.
- D. To provide basic standards for the maintenance of existing residential structures and to prevent deterioration and blight.
- E. To preserve the value of land and structures throughout the City.

4-2-2: RESIDENTIAL HEALTH AND SAFETY HAZARDS. The following are considered immediate hazards to health and safety for human occupancy:

- A. Heating systems that are unsafe due to:
 - 1. Burned out or rusted out heat exchanges (fire box).
 - 2. Burned out, or plugged flues.
 - 3. Not being vented.
 - 4. Being connected with unsafe gas supplies.
- B. Water heaters that are unsafe due to:

1. Burned out or rusted out heat exchanges (fire box).
 2. Burned out, rusted out, or plugged flues.
 3. Not being vented.
 4. Being connected with unsafe gas supplies.
 5. Lack of temperature and pressure relief valves.
- C. Electrical systems that are unsafe due to:
1. Dangerous overloading.
 2. Damaged or deteriorated equipment.
 3. Improperly taped or spliced wiring.
 4. Exposed or un-insulated wires.
 5. Distribution systems of extension cords or other temporary methods.
 6. Ungrounded system, ungrounded appliances in contact with earth.
- D. Plumbing systems that are inoperable or unsanitary due to:
1. Leaking waste systems, fixtures and traps.
 2. Lack of a water closet.
 3. Lack of washing or bathing facilities.
 4. Cross connection of pure water supply with fixtures of sewage lines.
 5. System failure.
- E. Structural systems, walls, chimneys, ceilings, roofs, foundations, and floor systems, that will not safely carry imposed loads.
- F. Rubbish, garbage, human waste, decaying vermin or dead animals, animal waste, other materials rendering it unsanitary for human occupancy.
- G. Infestation of rodents, insects, vermin and other pests.
- H. Water supply that is inoperable or unsanitary due to:

1. Leaking supply pipes, fixtures and traps.
2. Cross connection with sewage lines.
3. System failure.

4-2-3: UNFIT FOR HUMAN HABITATION.

- A. Declaration. Any dwelling unit which is in violation of Section 4-2-2, damaged, decayed, dilapidated, unsanitary, unsafe, vermin or rodent infested, or which lacks provision for illumination, ventilation, or sanitary facilities to the extent that the defects create a hazard to the health, safety, or welfare of the occupants or to the public may be declared unfit for human habitation. Whenever any dwelling unit has been declared unfit for human habitation the City Inspector shall order same vacated within a reasonable time and shall post a placard on same indicating that it is unfit for human habitation.
- B. Vacated Building. It is unlawful for a vacant building unit which has been declared unfit for human habitation to be occupied until the defective conditions have been corrected and certificate of occupancy has been issued by the City Inspector. It is unlawful for any person to deface or remove the placard from any such dwelling unit.
- C. Secure Unfit and Vacated Dwellings. The owner of any dwelling unit which has been declared unfit for human habitation or which is otherwise vacant for a period of sixty (60) days or more, shall make same safe and secure so that it is not hazardous to the health, safety and welfare of the public and does not constitute a public nuisance within the meaning of this Section.
- D. Hazardous Building Declaration. In the event that a dwelling has been declared unfit for human habitation and the owner has not remedied the defects within a reasonable time, the dwelling may be declared a hazardous building and treated consistent with the provisions of Section 463.15 of the Minnesota Statutes.

4-2-4: ADMINISTRATION AND ENFORCEMENT.

- A. Compliance. Whenever the Building Official determines or has reasonable grounds to believe that there has been a violation of any provision of this Section, he shall give notice of such alleged violation to the person responsible therefore. Such notice shall:
 1. Be in writing.
 2. Include a description of the real estate sufficient for identification.
 3. Describe in sufficient detail each violation.

4. Contain an outline of remedial action which, if taken, will effect compliance with the provisions of this Section.
 5. Allow a reasonable time, not to exceed sixty (60) days, for the performance of any act it requires.
 6. Be served upon the owner, agent, operator or occupant; such notice shall be deemed to be properly served if a copy thereof is:
 - a. Served upon said owner, agent, operator or occupant;
 - b. Sent by mail to the last known address; or,
 - c. Upon failure to effect the compliance order through (a) or (b), above, said order will be posted at a conspicuous place in or about the affected dwelling unit.
- B. Unlawful Act. It is unlawful for any person to fail to meet the requirements of the compliance order.
- C. Execution of Compliance Orders. Upon failure to comply with a compliance order within the time set and no appeal having been taken the Council may, by resolution, cause the cited deficiency to be remedied as set forth in the compliance order. The cost of such remedy shall be placed against the subject property and may be levied and collected as a special assessment in the manner provided by Minnesota Statutes, Chapter 429.
- D. Appeal. When it is alleged by any person to whom a compliance order is directed that such compliance order is based upon erroneous interpretation of this Section, such person may appeal the compliance order as set forth in Chapter 10-3-6 of the Zoning Ordinance. The filing of an appeal shall stay all proceedings, unless such a stay would cause imminent peril to life, health, safety or property.
- E. Emergency Cases. When a violation of this Section constitutes an imminent peril to life, health, safety or property, the City may require immediate compliance and if necessary take appropriate action to correct the violation.

Section 2. Code Adopted. That Section 4-6 of the City Code entitled “Rental Housing Licensing” is hereby added to read as follows:

4-6-1: Purpose. It is the purpose of this Ordinance to assure that rental housing in the City of St. Francis is decent, safe and sanitary and is so operated and maintained as not to become a nuisance to the neighborhood or to become an influence that fosters blight and deterioration or creates a disincentive to reinvestment in the community. The operation of rental residential properties is a business enterprise that entails certain responsibilities. Operators are responsible to take such reasonable steps as are necessary to assure that the citizens of the City who occupy such units may pursue the quiet enjoyment of the normal activities of life in surroundings that are: safe, secure and sanitary; free from crimes and criminal activity, noise,

nuisances or annoyances; free from reasonable fears about safety of persons and security of property; and suitable for raising children.

With respect to rental disputes and except as otherwise specifically provided by the terms of this Ordinance, it is not the intention of the City to intrude upon the fair and acceptable relationship between tenant and landlord. The City does not intend to intervene as an advocate of either party, or to act as an arbiter, or to be receptive of complaints from a tenant or landlord which are not specifically and clearly relevant to the provisions of this Ordinance. In the absence of such relevancy, with regard to rental disputes, it is intended that the contracting parties exercise such legal rights as are available to them without the intervention of the City.

4-6-2: Application. Every non-owner occupied rental dwelling unit and its premises used whole or in part as a home or residence, for a family or person, shall conform to the requirements of this Ordinance irrespective of when such building was constructed, altered or repaired. This Ordinance establishes minimum standards for erected rental dwelling units, accessory structures and related premises. All dwelling units must also comply will all other applicable standards found in the City Code.

4-6-3: Definitions.

1. Approved: When used in reference to the design and capabilities of physical systems of a dwelling, shall mean having passed the inspection of the Compliance Officer. The basis for passage of such inspection shall be an analysis of the effective state codes and an analysis of the degree to which the systems meet the standards established by such codes. It shall be the objective of the Compliance Officer, unless otherwise specified, to establish minimum qualifications for approval of such system, which qualifications can maintain substantial compliance with the effective state codes and can be achieved in a reasonably economical and practical manner.
2. Building: Any structure built for support, shelter or enclosure of persons, animals, chattel or movable property of any kind, and includes any structure.
3. Compliance Officer: The City Building Official or other designee of the City Administrator authorized to administer and enforce this article.
4. Dwelling: A building or portion thereof, designated exclusively for the residential occupancy, including one-family, two-family, multiple family dwellings, and manufactured houses, but not including hotels, motels, nursing homes, residential care facilities, or assisted living facilities.
5. Dwelling, Multiple Family: A building designed with two (2) or more dwelling units exclusively for the occupancy of two (2) or more families living independently of each other, but sharing hallways, main entrances, and exits.
6. Dwelling Unit: A residential building or portion thereof intended for occupancy by one (1) or more persons with facilities for living, sleeping, cooking and eating but not

including but not including hotels, motels, nursing homes, residential care facilities, or assisted living facilities.

7. Family: An individual or two (2) or more persons related by blood, marriage, adoption, domestic partnership, or foster care or a group of not more than three (3) persons not so related maintaining a common household and using common cooking/kitchen and bathroom facilities.
8. Garbage: Animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.
9. Habitable Room: A room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closet compartments, laundries, furnace rooms, unfinished basements (those without required ventilation, required electric outlets and required exit facilities), pantries, utility rooms of less than 50 square feet of floor space, foyers, communicating corridors, stairways, closets, storage spaces and workshops, hobby and recreation areas in parts of the structure belowground level or in attics.
10. Heated Water: Water heated to a temperature of not less than 120 degrees Fahrenheit, or such lesser temperature required by government authority, measured at the faucet outlet.
11. Kitchen: A space which contains a sink with counter working space, adequate space for installing cooking and refrigeration equipment and adequate space for the storage of cooking utensils.
12. Lease: An agreement to rent. For use as a verb, see Rent.
13. Occupant: Any person sleeping, cooking and eating in a dwelling unit.
14. Operator: The owner or his agent who has charge, care, control, or management of a building, or part thereof, in which dwelling units are let.
15. Owner: Any person who, alone, jointly, or severally with others, shall be in actual possession of, or have charge, care or control of, any dwelling or dwelling unit within the city as title holder, as employee or agent of the title holder, or as trustee or guardian of the estate or person of the title holder. Any such person representing the actual title holder shall be bound to comply with the provisions of this article to the same extent as the title holder.
16. Permissible Occupancy: The maximum number of persons permitted to reside in a dwelling unit.
17. Plumbing: All of the following supplied facilities and equipment in a dwelling: gas pipes, gas burning equipment, water pipes, steam pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed

clothes washing machines, catch basins, drains, vents and any other similar fixtures and the installation thereof, together with all connections to water, sewer and gas lines.

18. Premises: A platted lot or part thereof or unplatted parcel of land occupied by any dwelling or non-dwelling structure, including any such building, accessory structure or other structure thereon.
19. Refuse: All organic and non-organic waste, including garbage and rubbish.
20. Rent: Consideration paid for the use of premises, including, but not necessarily limited to, money, services and property. As a verb, the term "rent" means to get or give the use of premises in return for such consideration or any combination thereof. The term "rent" does not include arrangements whereby a relative, as defined in Minn. Stats. § 273.124, subd. 1 (c), occupies a dwelling for no consideration or for consideration that includes no more than maintenance of the dwelling or premises, and which arrangement is detailed and sworn to in affidavits filed by each adult occupant of the dwelling and each person who is an owner of the dwelling.
21. Rental Dwelling: A non-owner occupied building or portion thereof let for rent or lease, designed or used predominantly for residential occupancy of a continued nature, including single-family dwellings, attached or detached, and multiple family dwellings, but not including hotels, motels, nursing homes, residential care facilities, or assisted living facilities.
22. Rental Dwelling Unit: A non-owner occupied single residential accommodation let for rent or lease which is arranged, designed, used or, if vacant, intended for use exclusively as a domicile for one family. Where a private garage is structurally attached, it shall be considered as a part of the building in which the dwelling is located.
23. Repair: To restore to a sound and acceptable state of operation, serviceability or appearance.
24. Rodent Harborage: Any place where rodents can live, nest or seek shelter.
25. Rubbish: Solid wastes consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin cans, grass and shrubbery clippings, wood, glass, brick, plaster, bedding, crockery and similar materials.
26. Supplied: Paid for, furnished by, provided by or under the control of the owner, operator or agent of a dwelling. Whenever the terms "dwelling," "dwelling unit," "premises," and "structure" are used in this article, they shall be construed as though they were followed by the words "or any part thereof."
27. Toilet: A toilet, with a bowl and trap made in one piece, which is connected to the city water and sewer system or other approved water supply and sewer supply.

4-6-4: License.

- A. License Required. No person, firm or corporation shall operate a rental dwelling unit without first having obtained a license to do so from the City as provided for in this Ordinance. Each license shall be good for two years and expire on January 31st on the second year after issuance, except as otherwise described in Section 4-6-12 regarding the process for the first renewal. License renewals for the following years shall be filed on or before January 15 prior to the license expiration date.
- B. Application. Applications for rental licenses shall be made in writing to the City by the owner of the rental dwelling unit(s) or his/her designated agent. The applicant shall supply:
1. The name, address and telephone number of the dwelling owner, the owning partners if a partnership and/or that of the corporate officers if a corporation.
 2. The name, address and telephone number of the designated resident agent, if any.
 3. The name, address and telephone number of the management representative.
 4. The name, address and telephone number of the vendee, if the dwelling is being sold through a contract for deed.
 5. The legal address of the dwelling.
 6. The type of dwelling.
 7. The type and number of dwelling units within the dwelling.
 8. Number of occupants.
 9. A description of the procedure through which tenant inquiries and complaints are to be processed.
 10. An acknowledgement that the owner or designated agent has received a copy of this Ordinance.
 11. Certification of Taxes and Utilities Paid: Prior to approving an application for a rental housing license, the property owner shall provide certification to the City that there are no delinquent property taxes, special assessments, interest, or City utility fees due upon the parcel of land to which the rental housing license application relates.
- C. Fees.

1. License fees for renewal of licenses under this Ordinance shall be due on January 15 immediately prior to the license expiration date. In cases of new unlicensed dwellings, license fees shall be due upon issuance of the certificate of occupancy. In cases of licensing for periods of less than one (1) year, license fees shall be prorated monthly.
 2. The amount of license fees shall be as set forth in the City's official fee schedule. The licensee shall not be entitled to a refund of any license fee upon revocation or suspension of the license. However, the licensee shall be entitled to a refund of any license fee, prorated monthly, upon proof of transfer of legal control or ownership.
- D. Inspection Required. No license shall be issued or renewed under this Ordinance unless the rental dwelling and its premises conform to the ordinances of the City and the laws of the State. The City may require an inspection of such dwelling and premises to make that determination. Failure to schedule or allow such inspection is a violation of this Ordinance.
- E. Posting of License. Every licensee of a rental dwelling shall cause to be conspicuously posted in the main entryway or other conspicuous location therein the current license of the respective rental dwelling for all multiple family buildings.

4-6-5: Inspection Criteria. The City may inspect any rental unit if it falls within one or more of the following criteria:

- A. Such a unit has been abandoned by the owner or the owner of such unit cannot be found.
- B. The rental dwelling unit license has been suspended, revoked or denied.
- C. Water, gas, or electric service to such unit has been discontinued as a result of nonpayment.
- D. The unit is on a parcel of land which is on the list of delinquent taxes filed by the County Auditor with the court administrator of the district court pursuant to Minn. Stat. Section 279.05.
- E. The City has probable cause to believe that there exist within such unit one or more violations of the requirements of this ordinance.
- F. The unit of property within which the unit is located has, within the preceding six (6) months, renewed a license after suspension or revocation.
- G. The unit is the subject of a pending notice of the City's intent to suspend or revoke the rental license.

1. The Compliance Officer is hereby authorized, in conformity with this Ordinance, to inspect all rental dwelling units to enforce this section and all applicable safety codes.
2. The Compliance Officer is authorized to inspect all rental dwelling units in dwellings, whether having a rental license hereunder or not. The inspection may include the building or structure containing the rental dwelling unit, the land upon which it is located and accessory uses or structures related to the rental dwelling unit. All inspections authorized by this section shall be limited to those which are done for the purpose of seeking compliance with the applicable safety codes, and shall take place only at reasonable hours or as may otherwise be agreed upon by the owner and the Compliance Officer.
3. The City shall give notice to the owner of any violations of the applicable safety codes which are discovered during any inspection.

4-6-6: Responsibilities of Owners and Occupants. No owner or other person shall occupy or let another person occupy any rental dwelling unit, unless the premises are clean, sanitary, fit for human occupancy and complies with all applicable legal requirements of the State and the City, including the following requirements:

- A. License: The owner of a rental dwelling unit shall obtain and license and shall pass the required inspection prior to any occupancy of the rental dwelling unit.
- B. Maintenance:
 1. Shared or Public Areas: Every owner of a rental dwelling unit shall maintain in a clean, sanitary and safe condition, the shared or public areas of the building and premises thereof.
 2. Occupied Areas: All occupants of a rental dwelling unit shall maintain in a clean, sanitary and safe condition that part or those parts of the building and premises thereof that she/he occupies and controls.
- C. Storage and Disposal of Garbage and Rubbish:
 1. All occupants of a rental dwelling unit shall store and dispose of all their rubbish in a clean, sanitary and safe manner.
 2. All occupants of a rental dwelling unit shall store and dispose of all their garbage and any other organic waste which might provide food for insects and/or rodents in a clean, sanitary and safe manner.
 3. Every owner of a rental dwelling unit shall supply facilities of adequate size for the sanitary and safe storage and disposal of rubbish and garbage.
 4. Every owner of a rental dwelling unit shall supply facilities of adequate size for the sanitary and safe storage and collection of recyclables.

D. Pest Control:

1. Pest Extermination: Every owner of a rental dwelling unit shall be responsible for the extermination of vermin infestations and/or rodents on the premises. Every occupant of a dwelling unit containing more than one dwelling unit or an occupant of a nonresidential building containing more than one unit shall be responsible for the extermination whenever his unit is the only one infested. Notwithstanding, however, whenever infestations caused by the failure of the owner to maintain a building in a reasonable rodent-proof or reasonable vermin-proof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two (2) or more of the units in any building, extermination thereof shall be the responsibility of the owner. Whenever extermination is the responsibility of the owner, the extermination must be performed by a licensed pest control contractor.

2. Rodents:

a. No occupant of a rental dwelling unit shall accumulate boxes, lumber, scrap metal, or any similar materials in such a manner that may provide a rodent harborage in or about any dwelling unit or building. Stored materials shall be stacked neatly.

b. No owner of a rental dwelling unit shall accumulate or permit the accumulation of boxes, lumber, scrap metal, or any other similar materials in such a manner that may provide a rodent harborage in or about shared or public areas of a building or its premises. Materials stored by the owner or permitted to be stored by the owner shall be stacked neatly.

c. No owner or occupant of a rental dwelling unit shall store, place or allow to accumulate, any materials that may serve as food for rodents in a site accessible to rodents.

E. Sanitary Maintenance of Fixtures and Facilities: Every occupant of a rental dwelling unit shall keep all supplied fixtures and facilities therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.

F. Minimum Heating Capability and Maintenance: In every rental dwelling unit, when the control of the supplied heat is the responsibility of a person other than the occupant, a temperature of at least sixty eight degrees Fahrenheit (68°F), or such lesser temperature required by government authority, shall be maintained at a distance of three feet (3') above the floor and three feet (3') from exterior walls in all habitable rooms, bathrooms and water closet compartments from September through May.

G. Minimum Exterior Lighting: The owner of a multiple family rental building shall be responsible for providing and maintaining effective illumination in all exterior parking lots and walkways.

- H. Driveways and Parking Areas: The owner of a rental building shall be responsible for providing and maintaining in good condition paved and delineated parking areas and driveways for tenants.
- I. Yards: The owner of the building shall be responsible for providing and maintaining the yards of premises consistent with all applicable provisions in the City Code.
- J. Exterior Storage: Owners and occupants of rental dwelling units shall comply with the City's exterior storage requirements as regulated by Section 10-16 of the Zoning Ordinance.
- K. Public Nuisances: Owners and occupants of rental dwelling units shall comply with the City's public nuisance ordinance as provided for in Chapter 8 of the City Code.
- L. The property owner shall be responsible for payment of all property taxes, City utility fees, special assessments, and interest. Delinquent utility accounts shall be subject to Chapter 3 of the City Code.

4-6-7: Maximum Density: No person shall occupy nor permit or let to be occupied any rental dwelling unit for the purpose of living therein, which does not comply with the following requirements. The maximum permissible occupancy of any dwelling unit shall be determined as follows:

- A. For the first occupant, one hundred fifty (150) square feet of habitable room floor space and for every additional occupant thereof, at least one hundred (100) square feet of habitable room floor space.
- B. In no event shall the total number of occupants exceed two (2) times the number of habitable rooms, less kitchen, in the dwelling unit.

4-6-8: General Requirements. No person shall occupy, as owner/occupant, or let to another occupy, any rental building or rental dwelling unit which does not comply with the following requirements, unless specifically exempt:

- A. Minimum Ceiling Height: In order to qualify as habitable, rooms shall have a clear ceiling height of not less than seven feet (7'); except, that in attics or top half stories used for sleeping, study, or similar activities, the ceiling height shall be not less than seven feet (7') over at least one-half (1/2) of the floor area. In calculating the floor area of such rooms in attics or top half stories, only those portions of the floor area of the room having a clear ceiling height of five feet (5') or more may be included.
- B. Access through Sleeping Rooms and Bathrooms: No dwelling unit containing two (2) or more sleeping rooms shall have a room arrangement such that access to a bathroom or water closet compartment intended for use by occupants of more than one sleeping room can be gained only by going through another sleeping room. A bathroom or water closet compartment shall not be used as the only passageway to any habitable room, hall, basement or cellar of any dwelling unit.

- C. Foundations, Exterior Walls and Roofs: The foundation, exterior walls, and exterior roof shall be substantially watertight and protected against vermin and rodents and shall be kept in sound condition and repair. The foundation element shall adequately support the building at all points. Every exterior wall shall be free of deterioration, holes, breaks, loose or rotting boards or timbers, and any other condition which might admit rain or dampness to the interior portion of the walls or to the interior spaces of the building. The roof shall be tight and have no defects which admit rain, and roof drainage shall be adequate to prevent rainwater from causing dampness in the walls. All exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by paint or other protective covering or treatment. If the exterior surface is unpainted or determined by the compliance officer to be paint blistered, the surface shall be painted. If the exterior surface of the pointing of any brick, block or stone wall is loose or has fallen out, the surface shall be repaired.
- D. Windows, Doors And Screens: Every window, exterior door, and other exterior openings shall be substantially tight and shall be kept in sound condition and repair. Every window, door and frame shall be constructed and maintained in such relation to the adjacent wall construction as to completely exclude rain, wind, vermin and rodents from entering the building. Every openable window shall be supplied with mesh screens, and shall be equipped with an approved lock if located less than six feet (6') above adjacent grade.
- E. Floors, Interior Walls and Ceilings: Every floor, interior wall and ceiling shall be adequately protected against the passage and harborage of vermin and rodents, and shall be kept in sound condition and good repair. Every floor shall be free of loose, warped, protruding or rotted flooring materials. Every interior wall and ceiling shall be free of holes and large cracks and loose plaster and shall be maintained in a tight, weatherproof condition. Toxic paint and materials with a lasting toxic effect shall not be used. The floor of every toilet room, bathroom, and kitchen shall have a smooth, hard, nonabsorbent surface and shall be capable of being easily maintained in a clean and sanitary condition.
- F. Rodent proof: Every structure and the premises upon which it is located shall be maintained in a rodent free and rodent proof condition. All openings in the exterior walls, foundations, basements, ground or first floors, and roofs, which have a one-half inch (1/2") diameter or larger opening, shall be rodent proofed in an approved manner. Interior floors or basements, cellars, and other areas in contact with the soil shall be paved with concrete or other rodent impervious material.
- G. Fences: All fences shall consist of metal, wood, masonry, or other decay resistant material. Fences shall be maintained in good condition both in appearance and in structure. Wood material, other than decay resistant varieties, shall be protected against decay by use of paint or other preservatives. All fences shall be subject to the provision of Section 10-20 of the St. Francis Zoning Ordinance.

- H. Grading And Drainage: During the period of May through October, every yard, court, passageway, and other portions of the premises on which a building stands shall be graded and drained so as to be free of standing water that constitutes a detriment to health and safety.
- I. Landscaping: Every yard of a premises on which a building stands shall be provided with lawn or combined ground cover of vegetation, garden, hedges, shrubbery, and related decorative materials, and such yard shall be maintained consistent with prevailing community standards. Multiple family dwelling sites shall be maintained in accordance with an approved city landscape plan and shall be supplied with an irrigation system.
- J. Screening: In multiple family dwelling sites, all outside trash disposal facilities, recycling containers, and outside or rooftop mechanical equipment shall be screened from view by an opaque fence or wall high enough to completely screen the equipment.
- K. Safe Building Elements: Every foundation, roof, floor, exterior and interior wall, ceilings, inside and outside stair, every porch and balcony, and every appurtenance thereto, shall be safe to use and capable of supporting loads required by the occupancy.
- L. Facilities to Function: Every supplied facility, piece of equipment or utility required under city ordinances and every chimney and flue shall be installed and maintained and shall function effectively in a safe, sound, and working condition.
- M. Discontinuance of Service or Facilities: No owner, operator, or occupant shall cause any service, facility, equipment, or utility, which is required under this Ordinance, to be removed, shut off or discontinued from any occupied building or portion thereof, except for such temporary interruptions as may be necessary while actual repairs or alterations are in process, or during temporary emergencies.

4-6-9: Minimum Standards for Basic Equipment and Facilities. No person shall occupy, as owner/occupant, or let to another occupy, any rental building or rental dwelling unit for the purposes of living, sleeping, cooking and eating therein which do not comply with the following requirements:

- A. Kitchen Facilities:
 - 1. Every dwelling unit shall have a room or portion of a room in which food may be prepared and/or cooked and which is connected to an approved sewer system.
 - 2. Every dwelling unit shall have an approved kitchen sink in good working condition and properly connected to an approved water supply system, and which provides at all times an adequate amount of heated and unheated running water under pressure, and which is connected to an approved sewer system.
 - 3. Every dwelling unit shall have cabinets and/or shelves for the storage of eating, drinking, and cooking equipment and utensils and of food that does not require refrigeration for safekeeping, and a counter or table for food preparation. Said cabinets and/or shelves and counter or table shall be adequate for the permissible

occupancy of the dwelling unit and shall be of sound construction and furnished with surfaces that are easily cleaned and that will not impart any toxic or deleterious effect to food.

4. Every dwelling unit shall have a stove or similar device for cooking food, and a refrigerator or similar device for the safe storage of food at or below forty degrees Fahrenheit (40°F), which are properly installed with all necessary connections for safe, sanitary and efficient operation. Provided, that such stove, refrigerator or similar device need not be installed when a dwelling unit is not occupied or when the occupant is expected to provide same upon occupancy, in which case, sufficient space and adequate connections for the installation and operation of said stove, refrigerator or similar device must be provided.
- B. Toilet Facilities: Within every rental dwelling unit there shall be an uninhabitable room which is equipped with an approved toilet in good working condition. Such room shall have an entrance door which affords privacy. Said toilet shall be equipped with easily cleaned surfaces, shall be connected to an approved water system that at all times provides an adequate amount of running water under pressure to cause the toilet to be operated properly, and shall be connected to an approved sewer system.
 - C. Lavatory Sink: Within every rental dwelling unit there shall be an approved lavatory sink. Said lavatory sink may be in the same room as the flush water closet, or if located in another room, the lavatory sink shall be located in close proximity to the door leading directly into the room in which the said water closet is located. The lavatory sink shall be in good working condition and shall be properly connected to an approved water supply system and shall provide at all times an adequate amount of heated and unheated running water under pressure, and shall be connected to an approved sewer system.
 - D. Bathtub or Shower: Within every rental dwelling unit there shall be an uninhabitable room which is equipped with an approved bathtub or shower in good working condition. Such room shall have an entrance which affords privacy. Said bathtub or shower may be in the same room as the flush water closet, or in another room, and shall be properly connected to an approved water supply system and shall provide at all times an adequate amount of heated and unheated water under pressure, and shall be connected to an approved sewer system.
 - E. Stairways, Porches and Balconies: Every stairway inside or outside of a rental dwelling and every porch or balcony shall be kept in safe condition and sound repair. Stairs, handrails and guards shall conform to the current building code.
 - F. Access to Rental Dwelling Unit: Access to or egress from each rental dwelling unit shall be provided without passing through any other rental dwelling unit.
 - G. Door Locks: No owner shall occupy nor let to another for occupancy any rental dwelling or rental dwelling unit unless all exterior doors of the dwelling or dwelling unit are equipped with safe, functioning locking devices as follows:
 1. Building Entrances: For the purpose of providing a reasonable amount of safety and general welfare for persons occupying multiple family dwellings, an

approved security system shall be maintained for each multiple family building to control access. The security system shall consist of locked building entrance or foyer doors, and locked doors leading from hallways into individual dwelling units. Dead-latch type doors shall be provided with lever knobs (or doorknobs) on the inside of building entrance doors and with key cylinders on the outside of building entrance doors. Building entrance door latches shall be of a type that are permanently locked from the outside and permanently locked from the inside.

2. Interior Dwelling Unit Entrances: Every door that is designed to provide ingress or egress for a dwelling unit within a multiple family building shall be equipped with an approved lock that has a deadlocking bolt that cannot be retracted by end pressure; provided, however, that such door shall be openable from the inside without the use of a key or any special knowledge or effort.

4-6-10: Minimum Standards for Light and Ventilation. No person shall occupy, as owner/occupant, or let to another occupy, any rental building or rental dwelling unit, for the purpose of living therein, which does not comply with the following requirements:

- A. Habitable Room Light and Ventilation: Except where there is supplied some other device affording adequate ventilation and approved by the compliance officer, every habitable room shall have at least one window facing directly outdoors which can be opened easily. The minimum total of openable window area in every habitable room shall be the greater of ten percent (10%) of the floor area of the room or ten (10) square feet. One-half (1/2) of the required window area shall be openable.
- B. Uninhabitable Room Ventilation: Every bathroom and water closet compartment, and every laundry and utility room shall contain at least fifty percent (50%) of the ventilation requirement for habitable rooms contained in subsection A of this section; except, that no windows shall be required if such rooms are equipped with a ventilation system which is approved by the compliance officer.
- C. Electric Service, Outlets and Fixtures: Every rental dwelling unit and all public and common areas shall be supplied with electric service, functioning over current protection devices, electric outlets, and electric fixtures which are properly installed, which shall be maintained in good and safe working condition, and which shall be connected to a source of electric power in a manner prescribed by the ordinances, rules, and regulations of the City and by the laws of the State. The minimum capacity of such electric service and the minimum number of electric outlets and fixtures shall be as follows:
 1. Rental dwellings containing one (1) or two (2) rental dwelling units shall have at least the equivalent of sixty (60) ampere, 3-wire electric service per dwelling unit.
 2. Rental dwelling units shall have at least one branch electric circuit for each six hundred (600) square feet of dwelling unit floor area.
 3. Every habitable room shall have at least one floor or wall type electric convenience outlet for each sixty (60) square feet or fraction thereof of total floor

area and, in no case, less than two (2) such electric outlets; provided, however, that one ceiling or wall type fixture may be supplied in lieu of one required electric outlet.

4. Every bathroom, kitchen, laundry room, and furnace room shall contain at least one (1) supplied ceiling or wall type electric light fixture, and every bathroom, kitchen, and laundry room shall contain at least one (1) electric convenience outlet. The electric convenience outlet in the bathroom shall be a GFCI outlet.
 5. Every public corridor and stairway in every rental dwelling shall be adequately lighted by natural or electric light at all times so as to provide effective illumination in all parts thereof. Every public corridor and stairway in structures containing not more than two (2) dwelling units may be supplied with conveniently located light switches controlling an adequate lighting system which may be turned on when needed, instead of full time lighting.
 6. A convenient switch or equivalent device for turning on a light in each rental dwelling unit shall be located near the point of entrance to such unit.
- D. Smoke and Carbon Dioxide Protection: Smoke and carbon dioxide alarms shall be provided in conformance with the current building code.

4-6-11: Dwellings Unfit For Human Habitation.

- A. Any rental dwelling or rental dwelling unit which is damaged, decayed, dilapidated, unsanitary, unsafe, or vermin or rodent infested, or which lacks provision for basic illumination, ventilation or sanitary facilities to the extent that the defects create a hazard to the health, safety or welfare of the occupants or of the public may be declared unfit for human habitation. Whenever any rental dwelling or rental dwelling unit has been declared unfit for human habitation, the compliance officer shall order the dwelling or dwelling unit vacated within a reasonable amount of time and shall post a placard on the dwelling or dwelling unit indicating that it is unfit for human habitation and any operating license previously issued for such dwelling shall be revoked.
- B. It shall be unlawful for such rental dwelling or rental dwelling unit to be used for human habitation until the defective conditions have been corrected and written approval has been issued by the compliance officer. It shall be unlawful for any person to deface or remove the declaration placard from any such rental dwelling or rental dwelling unit.
- C. The owner of any rental dwelling or rental dwelling unit which has been declared unfit for human habitation, or which is otherwise vacant for a period of sixty (60) days or more, shall make the dwelling or dwelling unit safe and secure so that it is not hazardous to the health, safety and welfare of the public and does not constitute a public nuisance. Any vacant dwelling open at doors or windows, if unguarded, shall be deemed to be a hazard to the health, safety and welfare of the public and a public nuisance within the meaning of this ordinance.

D. If a rental dwelling unit has been declared unfit for human habitation and the owner has not remedied the defects within a prescribed reasonable time, the dwelling may be declared a hazardous building and treated consistent with the provisions of State statutes.

4-6-12: Ordinance Implementation. All rental housing shall file for the first license by January 15, 2014. All even numbered addresses shall file for the first renewal by January 15, 2016. All odd numbered addresses shall file for the first renewal by January 15, 2017. After first renewals the procedure shall follow as described in Subd. 4.

4-6-13: Penalties and Violations. Any person who violates any provision of this Section shall be guilty of a misdemeanor. Every license issued under the provisions of this Section is subject to suspension or revocation by the City should the licensed owner or the owner's duly authorized agent fail to operate or maintain a licensed dwelling or unit therein consistent with the provisions of the ordinances of the City and the Laws of the State. The City shall appoint a person responsible for administration of this section who shall have the authority to investigate licensees and to suspend or revoke licenses. Revocations and suspensions may be appealed to the City Council within thirty (30) days of notice.

Section 3. Code Amended. That Section 2-9-1 entitled "Fee Schedule" is hereby amended to include the following fee:

Rental Housing License \$150 per unit
Rental Housing License Renewal \$100 per unit
Rental Housing License Renewal Multiple Family \$75 per unit

Section 4. Effective Date. This Ordinance shall take effect 30 days after its publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS _____ DAY OF _____, 2013.

APPROVED:

Jerry Tveit, Mayor

ATTEST:

Barbara I. Held, City Clerk



PLANNING MEMO

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

FROM: Nate Sparks

MEETING DATE: December 2, 2013

DATE: November 26, 2013

RE: Fence Ordinance Amendments

BACKGROUND

Attached is a draft ordinance amendment regarding fences. The proposed amendments adjust height standards and add a CUP provision allowing for fences that exceed height standards while meeting other conditions. Also, a link that erroneously references an outdated code section is corrected.

DRAFT AMENDMENTS

Section 1 of the Ordinance addresses an outdated reference and inserts a reference to the ML-PUD District:

1. In the RR, ML-PUD, R-1, R-2, R-3, and R-4 Districts, fencing shall be restricted to a height of six (6) feet for side and rear yards and a height of four (4) feet within the front yard setback. All fences shall be residential in nature such as chain link, wrought iron, vinyl, split-rail, or board and picket. Barbed wire, electric, and other agricultural fences may be used in the RR district in conjunction with a legally permitted use in Section ~~8-06~~ 8-3-2 (Animals and Fowl, Keeping, Transporting, Treatment, Housing) of the City Code.

Section 2 of the Ordinance adds a CUP for fences in the front yards for B-1 and B-2 Districts, which are two main business districts of the City:

3. In the B-1 and B-2 Districts, fencing is not allowed between the principal structure and any public right-of-way. Fences shall be no greater than six (6) feet in height. Fences no greater than four (4) feet in height may be permitted with a Conditional Use Permit in front of the principal structure.

Section 3 of the Ordinance corrects an error in the district references, reduces the height allowed for a front yard fence to four feet to be consistent with the business districts, and adds a provision for allowing taller fences than 8 feet with a CUP:

4. In the ~~B-2, B-3, I-1, I-2,~~ and I-3 Districts, fences shall be no greater than eight (8) feet in height. Fences greater than ~~six (6)~~ four (4) feet in height shall not be placed in the front yard. Fences greater than eight

(8) feet in height may be permitted with a Conditional Use Permit when meeting all district setbacks.

RECOMMENDED ACTION

The Planning Commission recommended approval of the draft ordinance amendment.

CITY OF ST FRANCIS
ST. FRANCIS, MN
ANOKA COUNTY

ORDINANCE 189, SECOND SERIES

AN ORDINANCE AMENDING SECTION 10-20-2-D REGARDING
DISTRICT STANDARDS FOR FENCES

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Amended. That Section 10-20-2-D-1 shall hereby be amended to read as follows:

1. In the RR, ML-PUD, R-1, R-2, R-3, and R-4 Districts, fencing shall be restricted to a height of six (6) feet for side and rear yards and a height of four (4) feet within the front yard setback. All fences shall be residential in nature such as chain link, wrought iron, vinyl, split-rail, or board and picket. Barbed wire, electric, and other agricultural fences may be used in the RR district in conjunction with a legally permitted use in Section 8-3-2 (Animals and Fowl, Keeping, Transporting, Treatment, Housing) of the City Code.

Section 2. Code Amended. That Section 10-20-2-D-3 shall hereby be amended to read as follows:

3. In the B-1 and B-2 Districts, fencing is not allowed between the principal structure and any public right-of-way. Fences shall be no greater than six (6) feet in height. Fences no greater than four (4) feet in height may be permitted with a Conditional Use Permit in front of the principal structure.

Section 3. Code Amended. That Section 10-20-2-D-4 shall hereby be amended to read as follows:

4. In the B-3, I-1, I-2, and I-3 Districts, fences shall be no greater than eight (8) feet in height. Fences greater than four (4) feet in height shall not be placed in the front yard. Fences greater than eight (8) feet in height may be permitted with a Conditional Use Permit when meeting all district setbacks.

Section 4. Effective Date. This Ordinance shall take effect 30 days after its publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS _____
DAY OF DECEMBER, 2013.

ATTEST:

APPROVED:

Jerry Tveit, Mayor of St. Francis

Barbara I. Held, City Clerk

(seal)



PLANNING MEMO

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

FROM: Nate Sparks

MEETING DATE: December 2, 2013

DATE: November 26, 2013

RE: Residential Off-Street Parking Ordinance

BACKGROUND

The City’s Code Enforcement Division has been receiving complaints regarding the parking of vehicles on grass in residential areas. This practice is not expressly prohibited by code. The Planning Commission reviewed this ordinance at their June and November 2013 meetings and recommended the following ordinance amendments.

CURRENT ORDINANCE REVIEW

Section 10-16-15-D of the Zoning Ordinance discusses the parking of vehicles on property. It does not mention the parking of licensed or operable vehicles nor does it extend to any property outside of the Urban Service Area:

D. Recreational Camping Vehicle, Utility Trailer, Boat, Unlicensed Vehicle, and Parking:

1. Definition. The term “Recreational Camping Vehicle, Utility Trailer, Boat and Unlicensed Vehicle (Operable)” means any of the following:
 - a. “Travel Trailer” – A vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational, and vacation uses, permanently identified “Travel Trailer” by the manufacturer of the trailer.
 - b. “Pickup Coach” – A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreation and vacation.
 - c. “Motor Home” – A portable, temporary building to be used for travel, recreation and vacation, constructed as an integral part of a self-propelled vehicle.

- d. “Camping Trailer” – A folding structure, mounted on wheels and designed for travel, recreation and vacation uses.
 - e. “Utility Trailer” – A trailer used for the transporting of items typically associated with a residential use. Utility Trailers shall not include trailers used to transport equipment used for commercial use.
 - f. “Boat” – For the purpose of this definition, “boat” shall include a water craft of less than twenty-two (22) feet in length, that is intended for personal use by the resident.
 - g. “Unlicensed Vehicle (Operable)” – Any passenger vehicle which does not have a current registration, but is capable of legally being operated on a public street. A vehicle having a flat tire or tires, missing wheel or wheels, lack of an engine or critical component parts thereof preventing immediate ignition of the engine, broken or cracked windshield, broken or non-functioning headlights, or other characteristics of a vehicle not capable of being immediately legally driven on a public road shall be presumed to be inoperable.
2. It is unlawful for any person to park or store a recreational camping vehicle, utility trailer, boat or unlicensed vehicle (operable) in the required setback area of any property.
 3. Properties which are less than seven (7) acres in size and are zoned for or used for residential purposes, located within the Urban Service Area of the City, shall be limited to a maximum of three Recreational Camping Vehicles, Utility Trailers, Boats or Unlicensed Vehicles (operable), or a combination thereof, stored outside of an accessory structure or attached garage; provided a property shall be limited to a number of one Unlicensed Vehicle (operable) and all such vehicles must be parked on an Approved Parking Surface. For purposes of this Section, an “Approved Parking Surface” shall mean a parking surface paved with a bituminous or concrete surfacing not less than two inches in depth, or covered with a Class V aggregate, landscaping rock (with landscaping fabric installed under the rock) or concrete paver blocks all of which are maintained adequately to prevent the growth of vegetation. The total outside storage area for the permitted vehicles shall be limited to a maximum of five hundred (500) square feet in size.

Section 10-16-15-E goes on to address the parking of trucks. It also exempts the rural areas:

- E. **Truck Parking:** It is unlawful to park a truck (other than a truck of twelve thousand (12,000) gross vehicle rated weight or less), a truck tractor, semi-trailer, bus, construction equipment, construction trailers, or manufactured home within the Urban Service areas of the City that are zoned and/or used for residential purposes, except for the purpose of loading or unloading the same, and then only during such time as is reasonably necessary

for such activity. For purposes of this section “construction equipment” and/or “construction trailers” shall mean only such equipment and trailers as is decaled per Minnesota Department of Transportation requirements and actively used in connection with the operation of a construction-related business.

PROPOSED AMENDMENT

The City has been receiving some complaints about properties where people are parking on the grass in the front yard. Additionally, this practice has caught the attention of the Public Works Department as many times the property is being accessed by driving on the grass into the yard rather than using the driveway. This causes the grassed area adjacent to the street to suffer from erosion control issues. Erosion control issues can lead to clogged storm sewers. Section 10-16-15-F is proposed to remedy this condition:

- F. Parking in Residential Districts: It is unlawful to park a vehicle in the front yard of any property in the RR, ML-PUD, R1, R2, R3, and R4 Districts except on an approved parking surface adjacent to a driveway. The parking surface shall be constructed of bituminous, concrete, or pavers. Such parking pads shall be considered an expansion of a driveway and require the issuance of a driveway permit pursuant to Section 10-19-4-B-14. Properties in the RR and ML-PUD Districts may receive a waiver from the surfacing requirements as stated in Section 10-19-4-B-21.

Additionally, the following Section is proposed to be added to the City’s nuisance ordinance as Section 8-2-6-C-24 and 25:

- 24. Causing sand, soil, waste, rubbish, vegetation, or such other materials to be deposited into a storm sewer system.
- 25. Accessing property through a public right-of-way without the use of driveway in a manner that causes disturbance to the vegetation in the right-of-way and/or erosion.

RECOMMENDED ACTION

The Planning Commission recommended approval of the attached ordinance amendment.

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

ORDINANCE 190, SECOND SERIES

AN ORDINANCE AMENDING SECTIONS 10-16-15 and 8-2-6 REGARDING PROPERTY
ACCESS AND PARKING IN RESIDENTIAL AREAS

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Added. That Section 10-16-15-F shall hereby be added to read as follows:

- F. Parking in Residential Districts: It is unlawful to park a vehicle in the front yard of any property in the RR, ML-PUD, R1, R2, R3, and R4 Districts except on an approved parking surface adjacent to a driveway. The parking surface shall be constructed of bituminous, concrete, or pavers. Such parking pads shall be considered an expansion of a driveway and require the issuance of a driveway permit pursuant to Section 10-19-4-B-14. Properties in the RR and ML-PUD Districts may receive a waiver from the surfacing requirements as stated in Section 10-19-4-B-21.

Section 2. Code Added. That Sections 8-2-6-C-24 and 8-2-6-C-25 shall hereby be added to read as follows:

24. Causing sand, soil, waste, rubbish, vegetation, or such other materials to be deposited into a storm sewer system.
25. Accessing property through a public right-of-way without the use of driveway in a manner that causes disturbance to the vegetation in the right-of-way and/or erosion.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS _____
DAY OF DECEMBER, 2013.

APPROVED:

Jerry Tveit
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk

(seal)

AGENDA REPORT

TO: Matt Hylen, City Administrator
FROM: Paul Teicher, Public Works Director 
SUBJECT: Sanitary Sewer Televising/Asset Evaluation
DATE: 12-2-2013

INTRODUCTION: Public Works is requesting to retain RedZone Robotics to perform professional services involving a comprehensive survey and condition analysis of the City of St Francis's approximately 22 miles of sanitary sewer and 522 manholes. The consultant's robotic pipe surveying equipment utilizes closed circuit TV (CCTV), laser-scanning, and sonar to obtain pipe condition data both above and below the water line. RedZone is the only company (to Staff's knowledge) that can provide this combination of inspection equipment to give a complete condition assessment, regardless of sewer flow and bottom siltation. Along with the inspection to be performed by three different types of robots, the consultant will review the data for every pipe segment and manhole and categorize its condition using a standardized rating system. All of this information and data will be integrated into RedZone's ICOM3 software. This is a GIS-based software that will combine with our GIS to provide an asset management tool for all of the public sanitary sewer in the City of St Francis. This will be a powerful tool for capital improvement planning and record keeping.

BACKGROUND: Some of the Council may recall starting a maintenance program for our sanitary sewers in 2009. This included cleaning the entire system in equal portions every year for the first five years and then in years six through ten we would be cleaning and televising the entire system. The concern we expressed in 2010 was being able to retain the same company year after year and to have them attempt to give us the same type of information year after year during the televising period of our maintenance program to ensure consistency, accuracy and efficiency. Currently, this is a challenge that we face, we do have some information and data available but it is recorded in many different formats by many different contractors and is nearly impossible to use in an efficient manner. As our system continues to get older, it is essential that we have a consistent and accurate base to build on so that we can effectively manage the maintenance, repairs and the replacement of the system as we look to the future. RedZone Robotics is committed to providing such a product to the City of St Francis. Within six months of the approval of the contract with RedZone the City could have this turn key product available to use. This product does not eliminate the need to clean our system but it does give us some advantages. This smart data will allow us to make smart decisions on exactly what needs to be done and precisely where it needs to be done allowing us to spend limited capital dollars wisely.

RECOMMENDATION: The recommendation to the Council is to approve the Service Agreement and accept the proposal from RedZone Robotics to perform professional services involving a comprehensive survey and condition analysis of the City of St Francis's approximately 22 miles of sanitary sewer and 522 manholes, contingent upon

the City Attorneys review of the documents. The fee for this service is five (5) payments of \$43,000 per year with the first payment due in January 2014.

BUDGET IMPACT: This is a budgeted for item in our sewer operations and maintenance budget. This program will provide a means for proactive sewer repair and replacement and supply objective recommendations and justification to the public regarding the use of sewer capital funds.

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Attachments:

1. RedZone Contract

Proposal Date	Expiration Date
November 25, 2013	December 6, 2013
Prepared for:	Prepared by:
Mr. Paul Teicher City of St. Francis Public Works Director 23340 Cree Street NW St. Francis, MN 55070	Tim Graeb Regional Business Development Manager RedZone Robotics, Inc. (847) 778-4453 tgraeb@redzone.com
Opportunity Name	Opportunity Title
MN City of St. Francis YES Program	OPP-104485
Proposal Type	
Pricing Proposal- Special Y.E.S. Client Offering	
General Description	
<p>This proposal is for an all-encompassing professional services offering called the RedZone Robotics YES, <u>Y</u>our <u>E</u>ntire <u>S</u>ystem program. RedZone will render services and establish this system of record in the ICOM3 software during an expedited initial term. Special Case Study Client concessions apply. Expedited condition assessment & configuration of a collection system asset management program. Actual timelines are subject to mutual agreement of the respective Client and RedZone project management teams.</p>	

Concessions:

As one of our Clients, in the event the City of St. Francis executes a contract awarding this opportunity to RedZone on or before December 6, 2013, RedZone agrees to the following concessions valued at Thirty-Four Thousand Four Hundred Dollars (\$34,400.00USD). Concessions are summarized as follows:

CLIENT CONCESSIONS:	CONCESSION VALUE:
Zero Percent (0%) financing for 60 month term. Typical term is 36 months. Typical rate is 1.65%	\$9,400
GIS Discrepancy Report	\$10,000
Standard YES Client Discount	\$15,000
Total Concession:	\$34,400

Schedule of Values

This document is intended solely for the consideration and use of the addressee and is not to be copied, reproduced or published into the public domain without prior agreement from RedZone.

RedZone Robotics, Inc.

91 43rd Street, Suite 250
Pittsburgh, PA 15201

Phone 412.476.8980
Fax 412.476.8981

www.redzone.com

ITEMS FOR PROPOSAL			
ITEM	QUANTITY	DESCRIPTION	NOTES
RZR-001	1	Mobilization and Demobilization	Mob and De-Mob of All Required Assets for Field Condition Assessment Work
YES-300	1	YES Professional Services: ICOM3 Software License & Support	Five Year Initial Term Licensing, Hosting, Maintenance and Support
YES-400	40	YES Professional Services: ICOM3 Implementation, Configuration, & Professional Service	Training, Configuration, Implementation
YES-100	110,839	YES Professional Services: 8" to 12" Asset Characterization - Solo	Field Data Gathering, PACP Characterization and Digital Upload
YES-104	1,329	YES Professional Services: 6" Asset	Same as above
YES-105	449	YES Professional Services: 15" to 33" Asset	Same as above
YES-110	522	Manhole Asset Characterization & GPS Location	Field Data Gathering, MACP
YES-210	1	YES Professional Services: GIS Discrepancy Report	Summary Report of Location and Attribute Information for Upload Into GIS
YES-999	60	YES Service Financing	Extended Financing Plan

Lump Sum Pricing \$215,000.00

Ongoing ICOM3 Software, Hosting, Maintenance and Support	
\$10,000.00	License, Maintenance, Support, Upgrades, and Hosting Fee (Annual After Initial Term)

Estimated Time to Complete Field Work	
6-8	Months

Payment Terms:

This is a lump sum project totaling \$ 215,000.00

- Five (5) Annual payments are to be made in the amount of \$43,000.00. The first payment is due January, 2014. Subsequent payments are due based on the following schedule: Payment two will be due January 2015, Payment three January 2016, Payment four January 2017 and Payment five due January 2018.
- Each of the annual payments is subject to the Non-Appropriations terms herein in accordance with the included YES-999 description.
- The term will commence once work begins, that work being the first of either setting up the ICOM3 software or beginning the field condition assessment.
- All invoices are due Net 30

Pipe Size & Asset Inventory Information:

All representations of pricing and services are based on the following asset inventory provided by Client. Changes to the agreed upon mix of assets may impact pricing, scope, services provided and timing.

Total System Mileage	21.33 Miles
Total System Footage	112,617 LF
Total System Manhole Count	522

**YOUR ENTIRE SYSTEM (Y.E.S. Program)
PROFESSIONAL SERVICES, SUBSCRIPTION AND LICENSE AGREEMENT**

This Agreement is made and effective as of December _____, 2013 (the "**Effective Date**") between RedZone Robotics, Inc., a Delaware corporation ("**RedZone**") with its primary place of business at 91 43rd. Street, Suite 250, Pittsburgh, PA 15201 and the City of St. Francis, Minnesota with an address of 23340 Cree Street NW St. Francis, MN 55070 ("**Client**").

PREAMBLE

RedZone has developed and offers a program which provides its clients with access to a combination of professional services and follow-on software and data services that collect, process and present data useful in the management of municipal wastewater management systems (as more completely described in the Agreement below, the "**Service**"). Access to the Service and its attendant data and functionality is provided by RedZone on a subscription basis pursuant to the terms and conditions set forth in this Agreement.

Client desires to obtain access to the Service and RedZone is willing to make access to the Service available to Client according to the terms of this Agreement. Therefore, the parties agree as follows with the intent to be legally bound:

AGREEMENT

SERVICES AND PAYMENT

1. Service. Subject to the terms and conditions set forth in this Agreement, RedZone hereby agrees to provide to Client access to the Software Services and perform the related Data Gathering/Inspection Services and Reporting Services (collectively referred to herein as the "**Service**" or "**Services**"). As used herein, the "**Data Gathering/Inspection Services**" and "**Reporting Services**" are those professional services described on Exhibit A attached hereto and made a part hereof, plus any mutually executed orders for additional services ("**Service Orders**") included as part of this Agreement after the execution date of this Agreement. "**Software Services**" are the then-current version of the hosted software functionality and related Client Software, plus any mutually executed Service Orders. Data Gathering/Inspection Services and Reporting Services are collectively referred to herein as "**Professional Services**". All mutually executed Service Orders shall be incorporated by reference into this Agreement and made a part hereof.

2. Changes to the Services.

(a) Mutual Changes. From time to time, the parties may mutually agree to add new or supplemental Services to be provided to, or accessed by, Client under the terms and conditions of this Agreement by mutually executing Service Orders describing such new or supplemental Services. Upon execution, all additional Services under any Service Orders shall be included within the definition of Services hereunder (and the definitions of Software Services, Client Software, Data Gathering/Inspection Services, and/or Reporting Services, as applicable) and governed by the terms and conditions set forth in this Agreement.

(b) Client Changes. If Client desires to modify the scope or performance of then-existing Services, Client shall describe the desired modifications to RedZone. Promptly following RedZone's receipt of Client's written request for a change, RedZone shall submit a written change order proposal to Client in the form of a new Service Order proposal. Such change order proposal shall include, among other items, an estimate of additional or reduced charges to Client for the modified Services, if any, and any expected impact the change will have on the scheduled milestone date(s), functionality, or other aspects of the Services or performance thereof. On Client's written approval of the changes detailed in the Service Order, the mutually executed Service Order will become a part of this Agreement. .

(c) RedZone Changes. Notwithstanding anything to the contrary herein, RedZone reserves the right, in its sole discretion, to alter or modify the Services at any time and further retains the right to make such alterations or modifications generally available to other users of the Services. None of the alterations or modifications referred to above may adversely affect the performance or overall functionality of the Services as described in This Agreement.

3. Fees & Payment

(a) Service Fees. In consideration of the Services, Client agrees to pay to RedZone the fees specified on Exhibit A, as well as fees specified in any Service Orders. All fees are based on the Services purchased and not actual usage; payment obligations are non-cancelable; fees paid are non-refundable; and the Services purchased cannot be decreased during the relevant Subscription Term.

(b) Professional Services Fees.

(i) Fixed Price. If this Agreement provides for payment of Services fees on a "Fixed Price" basis, RedZone will invoice Client for work performed accordingly. If RedZone is delayed in completing the Fixed Price Services beyond the estimated schedule for such work and such delay is due to circumstances detailed in Section 21 below, then RedZone shall notify Client that its performance of the Fixed Price Services may be delayed. In such cases RedZone's obligations may be reconsidered, the time to provide the Fixed Price Services may be extended or otherwise modified, and RedZone may renegotiate the fixed fee.

(ii) Time & Materials. If this Agreement provides for payment of Services fees on a time and materials (or "T&M") basis, such T&M Services shall be provided at RedZone's then-current, or previously agreed upon, T&M rates. On a T&M engagement, if an estimated total amount is provided for, that amount shall be solely a good faith estimate for Client's budgeting and RedZone's resource scheduling purposes and not a guarantee that the T&M Services will be completed for that amount; the actual amount may be higher or lower.

(c) Invoicing and Payment. All payments hereunder are due Net 30 days of RedZone's invoice. RedZone may charge a late fee at the rate of 1-1/2% per month or the highest lawful rate, whichever is less, on all invoices outstanding 60 days past invoice date. Client's obligation to pay the amounts set forth herein will be absolute and unconditional in all events and will not be subject to any setoff, defense, counterclaim, or recoupment for any reason whatsoever. Client hereby agrees and authorizes RedZone to make provisions for the direct withdrawal/payment of the fees for Services hereunder from Client's main general funds bank account (the "**Client Bank Account**"). Client shall provide to RedZone such information, and execute such documentation, as necessary to permit the direct payment from the Client Bank Account. Such direct payments shall cease upon the termination of this Agreement pursuant to its terms. To the extent any rates, fees or other prices are stated to be fixed for a period of time under this Agreement, RedZone reserves the right to make equitable adjustments for inflation as follows: If at any time during the Term, the "PPI" (as defined below) exceeds 5% when compared against the PPI on the Effective Date, then RedZone shall increase quarterly installment amounts from that date forward by a percentage that equals the excess of the most recent PPI over the 5% threshold. As used herein, "PPI" shall mean the Producer Price Index for all "Finished Goods" as published by the Bureau of Labor Statistics of the U.S. Department of Labor. The parties shall compare the most recent published PPI as of the date of RedZone's quarterly invoice against the most recent published PPI as of the Effective Date of this Agreement.

(d) Overdue Payments. Client's failure to pay any amount provided for herein shall constitute a material breach of this Agreement. If Client's account is 30 days or more overdue (except with respect to charges then under reasonable and good faith dispute), RedZone may, in addition to any of its other rights or remedies, suspend Client's access to the Services and/or suspend provision of Services until such amounts are paid in full. If such failure to pay has not been cured within 30 days of the due date, then upon written notice to Client RedZone may terminate this Agreement.

(e) **Non-Appropriation of Funds:** Notwithstanding anything contained in this Agreement to the contrary, if no funds or insufficient funds are appropriated and budgeted in any fiscal period for Payments due under this Agreement, Client will immediately notify RedZone of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Client, except as to the portions of Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, Client agrees to peaceably surrender possession of the Software to RedZone at the date of such termination. RedZone will have all legal and equitable rights and remedies to take possession of the Software. Notwithstanding the foregoing, and to the extent permitted by law, Upon such termination, Client shall have the right to Client Data in a format to be determined by RedZone. Client further agrees that it will not cancel this Agreement under the provisions of this Section if any funds are appropriated to it, or by it, for the intended use of the Services and Software for the period in which such termination occurs of the next succeeding fiscal period thereafter.

(f) **Appropriations and Budgeting.** Client acknowledges that the RedZone is incurring substantial upfront costs in performing the immediate and near term Services detailed herein, which costs will not be fully recouped until the Total Amount is paid in full. It is Client's intent to make payments for the entire Total Amount so long as funds are available therefor and in that regard Client represents that the use of the Services is essential to its proper, efficient and economic operation. In entering into this Agreement, Client reasonably believes that sufficient funds can be obtained to pay the Total Amount set forth herein during the Term specified in Exhibit A. Client hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Total Amount may be paid, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. Except as otherwise set forth in section 3(f) below, if this Agreement is cancelled prior to the expiration of the complete Term either (i) by RedZone as a result of Client's uncured material default or (ii) by Client for any reason, except for a material uncured default by RedZone, then RedZone shall have a right to accelerate its claim for the then-remaining balance of the unpaid Total Amount as of the time of such termination and Client shall pay such accelerated, unpaid balance upon RedZone's written demand therefor.

(g) **Taxes.** Unless otherwise stated, RedZone's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "**Taxes**"). Client is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on RedZone's income or property. If RedZone has the legal obligation to pay or collect Taxes for which Client is responsible under this Section, the appropriate amount shall be invoiced to and paid by Client, unless Client provides RedZone with a valid tax exemption certificate authorized by the appropriate taxing authority.

SOFTWARE SERVICES TERMS AND CONDITIONS

4. Grant of Access to Software Services. RedZone hereby grants to Client and its Authorized Users access to the Software Services as described herein, through User Identities (defined below) for Client's internal purposes and Client accepts such access on a non-exclusive basis, subject to the terms and conditions set forth in this Agreement. Client's rights hereunder, and access to the Services, are non-assignable, non-transferable, and non-sublicenseable.

5. Obligations of Client.

(a) Client has appointed an individual (or individuals) ("**Administrative User**") to serve as liaison between Client, Authorized Users and RedZone. Administrative Users are Client's duly authorized agents to act on behalf of Client on all matters related to the Software Service.

(b) Client shall have sole responsibility for deciding which of its employees, contractors, agents and sub-contractors ("**Authorized Users**") will be granted access rights to the Software Services to act

on behalf of the Client to enter and access data in and through the Software Services. The Administrative User shall identify Client personnel to be provided access to the Software Services as Authorized Users by submitting requests through the Software Services ("**New User Registration Requests**"). RedZone shall be entitled to rely on New User Registration Requests, and the information submitted in connection therewith, submitted under the Administrative User's User Identity as the sole basis for determining Client's authorization in granting access to Authorized Users identified on such New User Registration Requests.

(c) The identity of Authorized Users will be verified by the use of user names together with a password, as created by the Administrative User or the Authorized User using the Software Services ("**User Identities**"). Client agrees that it is solely responsible for securing its User Identities and not sharing such User Identities with others. RedZone will assume that any person using the Services under a given User Identity is the individual associated with such User Identity in RedZone's records and will grant access to information and any other capabilities accordingly. Using, or permitting the use of, the Services under User Identities not actually assigned to a particular individual is prohibited.

(d) Client will be solely responsible for maintaining and updating its roster of Authorized Users, including without limitation, updating its roster of Authorized Users in response to changes in employment relationship with specific Authorized Users ("**Access Control Administration**"). Client will be responsible for ensuring that each Authorized User understands and agrees to the standards of conduct and use for the Services set forth herein before Administrative User's submission of a New User Registration Request on behalf of such individual.

(e) Client agrees that the Service will be used solely for the purposes and functions contemplated by this Agreement and shall refrain from using the Service for any other purpose ("**Prohibited Conduct**"). "**Prohibited Conduct**" shall include, but is not limited to, accessing, tampering with or using areas of the Services or RedZone's computer systems that exceed the scope of Client's authorization; tampering with or attempting to access other user accounts or information of other users; attempting to gather and use information available from the Services to transmit any unsolicited advertising; and the knowing transmission of any viruses, trojan horses, trap doors, back doors, worms, time bombs, cancelbots or other malicious code or computer programming routines that may be introduced to the Services or other computer network systems of RedZone as a result of access thereto by Client and its Authorized Users. Client shall be strictly liable to RedZone for, and shall indemnify, defend and hold RedZone harmless from and against, any losses, claims or other damages it may incur as a result of prohibited conduct by Client or its Authorized Users.

(f) Client agrees not to use the Service in a manner that results in excessive bandwidth or storage capacity usage. RedZone reserves the right, in its sole discretion, to determine whether and what action to take in response to any excess bandwidth or storage capacity usage, including without limitation temporary suspension or restriction of Services for Client and/or termination (after consultation with Client).

(g) Client represents, warrants and covenants to RedZone that all data and other information provided to RedZone uploaded or input by or on behalf of Client or its Authorized Users to the Service:

(i) shall not infringe on the Intellectual Property Rights of any third party or any rights of publicity or privacy; and

(ii) shall not violate any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination, or false advertising).

"**Intellectual Property Rights**" means any and all present or future tangible and intangible (i) rights associated with works of authorship, including but not limited to copyrights, moral rights, and mask-works, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms, and other industrial property rights, (v) all other intellectual and industrial property rights (of

every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

(i) Hardware, software and other equipment used by Client to access the Software Services must meet the minimum computing requirements and other specifications as defined in RedZone's product literature, as RedZone may adjust from time to time.

(j) Client is responsible for all Internet, communication and other costs associated with the use of the Services.

6. Data Security Reviews. RedZone hereby represents and warrants that all data centers used in the provision of Software Services hereunder have been the subject to an annual SAS70 Type II audit with no material deficiencies in controls reported and will continue to be subject to an annual data security audit, whether under the SAS70 Type II standard or a reasonably similar successor to the SAS70 standard

7. Data. Client shall hold all right, title and interest in and to (a) all data and information provided by Client to RedZone during the Term of this Agreement; and (b) all video data resulting from condition assessment and the formatted data table of the inspection results pertaining to Client and/or its wastewater system or other assets ("**Client Data**"); provided however Client hereby grants to RedZone a limited, fully-paid, royalty free, worldwide, non-exclusive, irrevocable, right and license to use, reproduce, modify, adapt, enhance, improve, create derivative works of, publish, edit, translate, distribute, publicly perform, display and otherwise exploit the Client Data and any other data pertaining to Client for the purpose of performing RedZone services for Client under this Agreement and for any other RedZone purpose.

8. Technical Support. RedZone shall provide the following support services during the Term hereof ("Support Service"). Support Service includes program updates, fixes, security alerts, critical patch updates, general maintenance releases, selected functionality releases, and documentation updates. Technical support regarding the use of the Software Service will be available between the hours of 9:00 a.m. and 7:00 p.m., Eastern Time ("Normal Business Hours"), Monday through Friday, excluding United States federal holidays. Support will be available by telephone or e-mail via contact information that will be provided on request. RedZone shall use commercially reasonable efforts to respond to calls and requests for Technical Support received outside of Normal Business Hours on the next business day. Client acknowledges that technical support to be provided by RedZone is limited to the use of the Services and does not include "help desk" assistance or similar user or technical support to Client or its Authorized Users with regard to interactions between the Service and Client hardware and/or software. Client shall be solely responsible for all such support for the benefit of its Authorized Users. Although RedZone personnel may attempt to offer assistance with such interactions between the Service and Client hardware and/or software, such issues are beyond the scope of RedZone's obligations hereunder and any advice as to such interactions shall be offered at Client's sole risk and Client and its Authorized Users agree to indemnify, defend and hold RedZone harmless from and against, any losses, claims or other damages it may incur as a result of any advice given by RedZone personnel regarding interactions between the Services and Client hardware and/or software.

9. Planned Maintenance. From time to time, RedZone and/or a third party-hosting provider (the "RedZone Host") will update the processing server(s) on which the Services reside. Client will be notified in advance of all outages due to planned maintenance.

CLIENT SOFTWARE LICENSE TERMS AND CONDITIONS

10. Client Software License. As part of the Software Services, RedZone will provide to Client and its Authorized Users, software downloadable through the Software Services for local installation (the "**Client Software**"). Such Client Software is owned by RedZone and/or its licensors and is licensed, not sold, to Client and its Authorized Users as follows. RedZone hereby grants to Client and its Authorized Users a

time-limited, revocable, non-exclusive, non-transferable, non-sublicenseable right and license to download, install and use the Client Software on equipment owned by Client and/or its Authorized Users, solely for the purpose of downloading, storing, viewing, interacting with Client Data and the hosted Software Services for Client's benefit. Except as expressly set forth herein, neither Client nor any of its Authorized Users acquire any licenses or other rights to any intellectual property of RedZone. Client and its Authorized Users are entitled only to those rights with respect to the Client Software as are expressly granted by this Agreement. Any rights that are not expressly granted by this Agreement shall not be implied. Under no circumstance, and at no time, may Client or its Authorized Users: (a) copy, reproduce, or distribute the Client Software; (b) assign, sublicense, rent or lease or use in a service bureau capacity the Client Software; (c) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Client Software, or create derivative works from the Client Software; (d) reverse engineer, decompile, disassemble, modify, translate, or distribute the database(s) distributed and associated with the Client Software; (e) evaluate or use the Client Software for the purpose of competing with RedZone in any manner; or (f) facilitate the evaluation or use of the Client Software for the purpose of competing with RedZone in any manner.

11. Updates. RedZone will deliver updates, upgrades and modifications to the Client Software ("**Updates**") and associated local instance of Client Data database when an Authorized User logs into the hosted Software Services using the Client Software. Client shall be responsible for ensuring that each copy of Client Software hereunder is kept current through this connection mechanism and RedZone shall not be responsible for supporting any copy of the Client Software that has not been updated within the six (6) months immediately preceding a request for support.

12. Client Software License Term and Termination.

(a) In the event RedZone terminates this Agreement for Client's material, uncured breach, the license in the Client Software shall terminate upon the termination or expiration of this Agreement.

(b) In the event Client terminates this Agreement for RedZone's material, uncured breach, Client shall have an additional thirty (30) day post-termination period to continue to use the Client Software in compliance with the license terms set forth in Section 10 above solely for the purpose of exporting or otherwise transitioning Client Data out of the Client Software prior to deletion. The Client Software shall not have any connectivity with the hosted Software Services and RedZone shall have no obligation to otherwise provide Support or Technical Support to Client during this thirty (30) day post-termination period. At the end of this thirty (30) day post-termination period, the license in the Client Software shall terminate without any further action or notice.

(c) In the event this Agreement expires at the end of the full, completed Term, provided Client has paid all amounts due RedZone under this Agreement without hold back or set-off, Client shall have one perpetual, fully-paid, non-exclusive, non-transferable, non-assignable, non-sub-licensable local usage license of the ICOM3 software to be used in compliance with the other, non-conflicting license terms set forth in Section 10 above solely for Client's internal purposes. At that time an annual Subscription, Hosting, Upgrades, Maintenance and Support contract is optional. If selected, the annual Subscription, Hosting, Upgrades, Maintenance and Support fees will be due in accordance with The Proposal attached hereto. These fees will cover the hosting of the application, upgrades, bug fixes and both telephone and e-support. Increases to these annual fees will not exceed 10% for any renewal period. If at any point subsequent to the expiration of this initial full, completed Term, Client fails to pay such annual fees, Client Software used under this license shall not have any connectivity with the hosted Software Services and RedZone shall have no obligation to otherwise provide Support or Technical Support to Client or its Authorized Users using the Client Software under this post-termination license.

(d) Upon termination of the license in the Client Software pursuant to Sections 12(a) or 12(b) above, Client shall immediately remove all copies of the Client Software from equipment owned by Client or its Authorized Users using the uninstall functionality included with the Client Software.

(e) Upon request by RedZone, Client shall provide a written, signed certificate from an authorized individual certifying Client's compliance with this Section 12.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

13. Professional Services. RedZone will provide project management services, perform wastewater system inspections, collect and process inspection data, integrate or otherwise convert/process pre-existing, Client-provided inspection data for use with the Software Services, all as described on Exhibit A and subject to the terms and conditions set forth in this Agreement.

14. Client's Responsibilities. Client shall provide all reasonable cooperation and assistance to RedZone in its performance of Services hereunder, including without limitation implementing the mutually agreed upon Project Plan prepared and agreed upon by the parties after execution of this Agreement.

To the extent specific work is scheduled to occur at a specified location pursuant to the Project Plan, Client shall not cancel or delay such schedule without at least five (5) business days' prior written notice. If Client does not meet this notice requirement and cancels or delays scheduled services, then RedZone reserves the right to charge Client for downtime and associated costs and expenses on a time and materials basis, including without limitation modification of travel or lodging plans.

15 Client Provided Labor. Where the Client provides labor for RedZone, the Client will indemnify, defend and hold RedZone harmless for liability, loss or expense for work-related injuries to those laborers not provided by RedZone. Client agrees to waive all rights of subrogation against RedZone arising out of the work in this Agreement, except where RedZone, its employees or agents have negligently participated in an activity or participated in an activity which is intentionally injurious to Client, its employees or agents. Client agrees to comply with all local, state and federal regulations, including regulations governing issues pertaining to the environment, employee safety and health, public safety, and vehicular safety, such as those regulations enforced by the United States Occupational Safety and Health Administration, Environmental Protection Agency, Mine Safety and Health Administration and Department of Transportation. This includes all training of customer's employees and provision of suitable and safe equipment, as required by the applicable governmental regulations.

16 Pre-existing Conditions. RedZone will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of RedZone's work at the location in question. Client is responsible for loss of service equipment caused by the pre-existing conditions at the jobsite.

17. Environmental Conditions. All debris encountered by RedZone during performance of onsite Services hereunder is represented by Client to RedZone to be non-hazardous, requiring no manifesting or special permitting. Client shall be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project.

18. Undisclosed and Paper Structures; Interpretation of Drawings. RedZone assumes no liability for any errors or omissions in any drawings, maps, data or other information provided or required by Client, including any errors or omissions made by RedZone in interpreting such data and information. Client acknowledges that the presence of undisclosed or paper structures (failing to disclose the presence of a manhole that exists, or asserting a manhole exists when it does not) may compromise RedZone's ability to accurately present analysis of pipe conditions. Without limiting any other provision of this Agreement, Client further represents and warrants that it has provided to RedZone documentation describing the existing network and structures to the best of Client's ability. If undisclosed or paper structures are encountered or discovered during the course of work then RedZone will notify client during fieldwork or inspection and, except for the provisions set forth herein with respect to additional allowances for unknown manholes, RedZone shall apply the negotiated rates for Additional Services as set forth herein

to Services provided in relation to such undisclosed or paper structures. This will apply to the upstream and downstream inspection, processing, and reporting and will also result in an extension of 10 days for the delivery of required report for the affected sewers.

19. Limit of duty to address errors and omission. Client shall have up to thirty (30) days after a particular report has been delivered or made available to Client to notify RedZone in writing of any errors or omissions on such an inspection report. Any changes after this date must be agreed upon between both parties and may result in additional charges to the Client.

GENERAL TERMS AND CONDITIONS OF SERVICE

20. Excusable Delay or Failure to Perform. RedZone will use commercially reasonable efforts to keep the Software Service available for Client's use and the use of its Authorized Users. Likewise, RedZone shall use commercially reasonable efforts to meet any mutually agreed upon time to complete Data Gathering/Inspection Services or Reporting Services as set forth herein or to otherwise perform Services. Notwithstanding anything to the contrary however, RedZone does not and will not be responsible for any loss or unavailability of the Software Service, delay, inability or other failure to provide Professional Services that results from a cause over which RedZone does not have reasonable and direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, or governmental restrictions, Client's failure to make agreed upon resources available, arrange for work sites or access to sections of the wastewater system on an agreed upon schedule, delays in issuance of required permits or work authorizations not caused by RedZone's negligence or willful misconduct, failure to provide information required by RedZone to provide the Services, or provision of materially inaccurate or misleading information. Neither party will be deemed in default of this Agreement as a result of a delay in performance or failure to perform its obligations caused by acts of God or governmental authority, strikes or labor disputes, fire, acts of war, failure of third party suppliers, or for any other cause beyond the control of that party. Notwithstanding the foregoing, Client shall not be excused from making any payments hereunder based upon the foregoing.

21. Term and Termination; Effect of Termination.

(a) This Agreement shall become effective upon the Effective Date and continue for the Term as defined in Exhibit A.

(b) Either party may terminate this Agreement for a material breach of obligations hereunder by the other party; provided the terminating party provides the other party with at least thirty (30) days' prior written notice of its intent to terminate (which notice shall include a reasonably detailed description of the nature of the alleged breach) and the other party fails to cure such breach.

(c) With respect to any Authorized User, RedZone reserves the right, without notice, (i) to revoke any User Identity; (ii) to require Authorized User(s) to change User Identities; (iii) suspend or restrict connectivity between Client Software and the hosted Software Services and/or (iv) to deny, limit or terminate access to the Service or any portion thereof, whether for Service security purposes, or for violation of the terms and conditions of use referenced herein.

(d) In addition to the effects of termination as set forth in Sections 3(f) and 12 above, upon termination or expiration of this Agreement for any reason, (i) Client shall pay to RedZone all fees, costs and expenses due and payable for Services provided prior the effective date of such termination or expiration; (ii) RedZone shall have no further obligation to provide Services to Client, except as expressly set forth in Section 12; and (iii) Client shall have no further right to access or receive Services hereunder, except as expressly set forth in Section 12.

22. Title.

(a) Ownership of Client Data. Ownership of all Client Data shall remain with Client, provided that Client grants to RedZone the limited rights and licenses as set forth in Section 7 above. RedZone recommends that Client regularly backup Client Data via export using functionality available through the Service. Client acknowledges and agrees that RedZone shall have the right, but not the obligation, to delete some or all of the Client Data from RedZone equipment upon termination or expiration of this Agreement and Client acknowledges that, upon termination or expiration of this Agreement, RedZone shall have no further obligation to Client to preserve or store Client Data.

(b) RedZone Ownership. Except for those rights and licenses expressly granted by RedZone to Client hereunder, RedZone does not grant any other express or implied right(s) to Client and/or any of its Authorized Users under any patent(s), copyright(s), trademark(s), or trade secret information through the Service. Accordingly, unauthorized use of any material contained on this Service may violate copyright laws, trademark laws, trade secret laws, the laws of privacy and publicity, and other regulations and statutes. The contents of and all materials distributed in conjunction with the Service are copyright RedZone Robotics, Inc. and/or its affiliates or licensors, all rights reserved. RedZone also owns copyrights in the Service and the Client Software, each as a whole as well as in each component as collective works and/or compilations, and in the selection, coordination, arrangement, and enhancement of the Service's content. RedZone and all other names, logos, and icons identifying RedZone's products and services are proprietary marks of RedZone and its affiliates, and any use of such marks without the express written permission of RedZone is strictly prohibited. Other product and company names mentioned on this Service may be the marks of their respective owners.

23. Disclaimer of Warranties

(a) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, ALL INFORMATION, DATA, SOFTWARE, AND SERVICES PROVIDED THROUGH THE SERVICE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. REDZONE DISCLAIMS AND CLIENT HEREBY WAIVES ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, TITLE, NONINFRINGEMENT, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, ANY WARRANTY OF COMPATIBILITY BETWEEN THE SERVICE AND CLIENT OWNED EQUIPMENT OR SOFTWARE, OR ANY LIABILITY IN NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE SERVICE, EQUIPMENT, SOFTWARE, INFORMATION OR DATA. CLIENT AGREES THAT REDZONE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, EVEN IF REDZONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Notwithstanding anything to the contrary herein, the conditions of Client's use and application to Client's maintenance, budgeting or other decisions of output of the Services and other recommendations, advice and information (whether verbal or written) provided by RedZone hereunder, including criticality rating, (together, the "Recommendations") are beyond RedZone's control. Therefore, it is imperative that Client evaluate for itself all data, information and Recommendations provided by RedZone hereunder to determine to Client's own satisfaction whether such data, information, or Recommendations are suitable, are accurate, current, and appropriate for the specific circumstances and timing of Client's use of the Service and subsequent decision making. This analysis at least must include Client's own evaluation of the data, information and Recommendations in light of Client's own knowledge of its assets. RedZone may not be aware of all of the specific facts and circumstances of Client and its inventoried assets which could affect the validity, timeliness, accuracy, appropriateness and/or regulatory compliance of Client's use or application of the data, information and Recommendations presented via the Service. RedZone is also not responsible for providing, or failing to provide, architectural, engineering or surveying professional services. It is expressly understood and agreed that Client assumes and hereby expressly releases RedZone from all liability, in tort, contract or otherwise, to the extent related to Client's application and use of the data, information and Recommendations presented via the Service. CLIENT IS SOLELY RESPONSIBLE FOR THE ACCURACY, RELIABILITY, CURRENTNESS AND CONTENT OF ALL DATA PROVIDED BY CLIENT TO REDZONE FOR USE WITH THE SERVICES. REDZONE DOES NOT WARRANT THE AVAILABILITY, ACCURACY, RELIABILITY, CURRENTNESS

AND CONTENT OF ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE VIEWED, OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES. CLIENT ACKNOWLEDGES THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE VIEWED, OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES ARE AT CLIENT'S SOLE RISK AND DISCRETION AND REDZONE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO CLIENT OR ITS PROPERTY. REDZONE SHALL NOT BE LIABLE TO CLIENT, CLIENT'S CUSTOMERS OR ANY OTHER THIRD PARTIES NOR DEEMED TO BE IN DEFAULT OF THIS AGREEMENT, ON ACCOUNT OF ANY DELAYS, ERRORS, MALFUNCTIONS, COMPATIBILITY PROBLEMS OR BREAKDOWNS WITH RESPECT TO THE SERVICE, REDZONE EQUIPMENT, DATA OR SERVICES PROVIDED HEREUNDER, UNLESS SUCH DELAY, ERROR, MALFUNCTION OR BREAKDOWN RESULTS SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF REDZONE.

(c) Notwithstanding anything to contrary set forth in this Agreement, in no event shall RedZone's liability or obligation for any claim, damage or other liability arising from any cause of action hereunder, regardless of the form of the action, exceed the amount actually paid to RedZone by Client for twelve months of Services hereunder. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION ARE A FUNDAMENTAL AND INTEGRAL PART OF THE BASIS OF EACH PARTY'S BARGAIN HEREUNDER, AND REDZONE WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS.

24. Indemnification. Subject to any disclaimers or limitations of liability set forth or incorporated by reference herein, Client shall indemnify, defend and hold harmless RedZone, its past and present directors, affiliates, partners, officers, employees and agents from and against all liabilities, damages and expenses, claims for damages, suits, proceedings, recoveries, judgments or executions (including but not limited to litigation costs, expenses, and reasonable attorneys' fees) which may be suffered by, accrued against, charged to or recoverable from RedZone, its past and present directors, affiliates, partners, officers, employees or agents by reason of or in connection with Client's use of the Service, Client's performance or failure to perform, or improper performance of any of Client's obligations under this Agreement.

25. Confidentiality.

(a) Confidential Information. As used in this Agreement, "**Confidential Information**" shall mean all information concerning or related to this Agreement (in the case of both the Client and RedZone), the Client Data (in the case of Client), (and in the case of RedZone) the Service, the Client Software, the RedZone tools, methodology and any other component or aspect of the Service, and the related technology, operations, or prospects of each party, regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form, and shall specifically include (a) all information regarding customers, suppliers, distributors, sales representatives, business partners, and licensees of each party, whether present or prospective, except for such information regarding such entities which may be disclosed by the owner of such information to the general public in the ordinary course of business, (b) all inventions, discoveries, trade secrets, processes, techniques, methods, formulae, ideas, and know-how relating to the Service, and (c) all financial or business information regarding each party and its Affiliates; provided, that the Confidential Information shall not include (x) information which is or becomes generally known to the public through no act or omission by a party or its Affiliates and (y) information which has been or hereafter is lawfully obtained by a party from a source other than the other party or its Affiliates or their respective officers, directors, employees, equity holders, or agents, so long as, in the case of information obtained from a third party, such third party was or is not, directly or indirectly, subject to an obligation of confidentiality owed to the other party or any of its Affiliates or their respective officers, directors, employees, equity holders, or agents at the time such Confidential Information was or is disclosed to the other party. As used herein, an "**Affiliate**" of a party shall mean an entity which controls, is controlled by or is under common control with such party, and the term "**control**" shall mean, with respect to any entity, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract or otherwise.

(b) Nondisclosure of Confidential Information. Except as otherwise permitted by subsection (c) and the right and license granted to RedZone under Section 7 hereof, each party agrees that it will not, without the prior written consent of the other party, disclose or use for its own benefit any Confidential Information of the other party.

(c) Permitted Disclosures. Each of the parties shall be permitted to: (i) disclose Confidential Information of the other party to its officers, directors, employees, and agents, but only to the extent reasonably necessary in order for each party to perform its obligations hereunder, and each party shall take all such action as shall be necessary or desirable in order to ensure that each of such persons maintains the confidentiality of any Confidential Information that is so disclosed; (ii) disclose Confidential Information of the other party to the extent, but only to the extent, required by law; provided, that prior to making any disclosure pursuant to this subsection, the party required to make such disclosure (the "**Disclosing Party**") shall notify the other party (the "**Affected Party**") of the same, and the Affected Party shall have the right to participate with the Disclosing Party in determining the amount and type of Confidential Information of the Affected Party, if any, which must be disclosed in order to comply with applicable law; and (iii) use Confidential Information for purposes of a party performing its obligations and exercising its rights hereunder. Client shall pay all costs and expenses, including reasonable attorneys' fees, incurred by RedZone or its Affiliates in connection with any subpoena directed to RedZone or its Affiliates with respect to the Confidential Information of Client.

(d) Equitable Relief. Each party acknowledges and agrees that the other party would be irreparably damaged in the event that the provisions of this Agreement relating to Confidential Information are not performed by each party in accordance with their specific terms or are otherwise breached. Accordingly, each party agrees that the other party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and shall have the right to specifically enforce this Agreement and the terms and provisions hereof in addition to any other remedy available at law or in equity.

26. General Provisions.

(a) Nothing in this Agreement is intended or shall be construed to create or establish an agency, partnership, or joint venture relationship between the parties.

(b) All Fees are exclusive of any sales, value-added, foreign withholding or other government taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export or use of the Service or performance of any Support Service (collectively, "Taxes"). Customer is responsible for, and if applicable, will reimburse RedZone within thirty (30) days of request for all such Taxes and any related penalties, except for taxes imposed on RedZone's income.

(c) No waiver by either party of any provision or any breach of this Agreement constitutes a waiver of any other provision or breach of this Agreement and no waiver shall be effective unless made in writing. The right of either party to require strict performance and observance of any obligations hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.

(d) Client shall not sell, assign, license, sub-license, or otherwise convey in whole or in part to any third party this Agreement or the services provided hereunder without the prior written consent of RedZone, except that Client may freely assign all rights, title, interest and obligations under this Agreement to any taker of all, or substantially all of Client's assets. Notwithstanding anything to the contrary set forth in this Agreement, Client shall have the right to sub-license access to the Services to sub-contractors to the extent necessary to enable or permit such sub-contractors to utilize the Service on Client's behalf to perform data processing services for Client's benefit.

(e) This is a non-exclusive agreement. Similar agreements may be entered into by either party with any other person.

(f) This Agreement shall be considered a contract governed by Minnesota law and any disputes regarding this Agreement shall be heard by the state and federal courts of Anoka County, and each party consents to the exclusive jurisdiction of such courts. The Service is controlled and operated by RedZone from its offices within the United States. RedZone makes no representation that materials in the Service are appropriate or available for use in other locations, and access to them from territories where any of the contents of this Service are illegal is prohibited. Those who choose to access this Service from other locations do so on their own volition and RedZone is not responsible for their compliance with applicable local laws.

(g) If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in effect.

(h) This Agreement, together with Exhibit and mutually executed Service Orders, constitutes the final and complete understanding and agreement between the parties concerning the subject matter hereof. Any prior agreements, understandings, negotiations or communications written or otherwise are deemed superseded by this Agreement. This Agreement may be modified only by a further written agreement executed by an authorized representative of the parties hereto.

(i) Upon execution of this Agreement, RedZone shall be entitled to (i) represent that Client is a customer of RedZone's products, including without limitation including Client's name and/or logo on RedZone's website; and (ii) issue a press release announcing this Subscription Agreement.

(j) Client hereby consents to the inclusion of Customer's name and marks in RedZone's marketing and publicity materials listing Client as a customer of RedZone and, upon RedZone's reasonable request, to serve as a reference for RedZone.

(k) To the extent that either party commences an action against the other party, the prevailing party shall be entitled to recover its reasonable attorneys' fees incurred in connection with said action or litigation.

(l) To the extent that the language set forth in this Agreement conflicts with the language of any other agreement entered into between the parties with respect to the Services, the language set forth herein shall prevail.

REDZONE

CLIENT

Name(Print): _____

Name (Print): _____

Title: _____

Title: _____

Signature By: _____

Signature: _____

Proposal for

**System-Wide Sanitary Sewer
Categorization & Development of a
Wastewater Asset Management
Information System**

November 25, 2013

Prepared for:

City of St. Francis

23340 Cree Street NW

St. Francis, Minnesota 55070

Submitted By: Tim Graeb
RedZone Robotics, Inc.
Regional Business Development Manager
620 Ardmore Terrace
Libertyville, IL 60048

847-778-4453 Phone
tgraeb@redzone.com

November 25, 2013
Mr. Paul Teicher
City of St. Francis
Public Works Director
23340 Cree Street NW
St. Francis, MN 55070

RE: Proposal for System-Wide Sanitary Sewer Categorization & Development of a Wastewater Asset Management Information System

Dear Paul:

RedZone Robotics would like to thank the City of St. Francis for the opportunity to submit our YES, Your Entire System program. We created a specialize offering for the district based on your needs. Our goal is to develop a customized program through mapping, coding, and centralizing the data to provide decision support for the entire collection system. This will eliminate the continuous reactive repair approach to a new method of being well maintained. Overall, the difficulties of the system are alleviated and bring complete stability.

The notable components to the program are as follows:

- Five (5) year term vs. standard three (3) year terms
- At-risk payment program with zero (0%) financing rate

Our goal for your system:

- Avoiding surprises associated with unforeseen failures
- Increasing demand for services & stringent regulatory requirements
- Determining the optimal time and method for rehabilitation & O&M work
- Increasing pressure to prove proper spending of limited resources and funds
- Desire to set rates at proper levels

The benefits of the YES, Your Entire System program includes:

- Establishing a centralized system of record, in a highly expedited manner, to document the system and its condition for today and for future managers.
- Efficient and focused spending of capital and operations and maintenance dollars
- Easier meeting of service expectations and regulatory requirements. Avoid consent decree/orders
- Fact based rate setting based on sound operational planning

RedZone will use advanced, autonomous data collection technology to efficiently map and inspect the entire wastewater collection system. This information will be paired with our ICOM3 software to manage the data in one centralized location, and will include decision support tools to enable prioritization and planning.

The proposal must be executed by authorized individuals from the City of St. Francis prior to the commencement of any work related to this proposal. This offering will expire on December 6, 2013

For more about RedZone Robotics, please visit our website at www.redzone.com. We thank you for considering our technology and services and welcome the opportunity to work for the City of St. Francis.

Sincerely,

Tim Graeb
Regional Business Development Manager
RedZone Robotics, Inc.

THE PROBLEM:

RedZone Robotics has framed out a scope of work based on the RedZone Y.E.S. Your Entire System program to address the fundamental problem facing most collection system managers: a lack of a complete baseline understanding of the true current state of assets.

The failure to truly understand the current state of collection system assets makes it needlessly difficult to answer these common questions that collection system managers must deal with:

1. Where are the most pressing problems to address in order to maintain services?
2. What are my long-term concerns that need to be factored into future CIP and O&M budgets?
3. What are the most appropriate projects to do at any given time to maintain services?

Ultimately the critical question is, "What is the best way to spend the limited funds available to be the most responsible steward of these abundant and critical wastewater assets?" The answer lies in information that to-date has been unattainable, but that will be gathered and made easy-to-use with this program.

According to the EPA, sewer system assets that are not sufficiently understood and proactively maintained will typically deteriorate faster than expected and lead to higher replacement costs and emergency repair costs. The EPA stipulates that there are 5 core questions at the core of proper asset management practices:

1. What are my required levels of service?
2. What is the current state of my assets?
3. Which are my critical assets?
4. What are the minimum life cycle costs?
5. What is the most appropriate long-term funding strategy?



Typically, municipalities and authorities are so consumed with #1. They cannot solve #2 through #5.

THE SOLUTION:

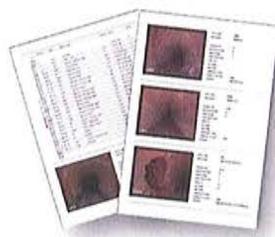
With RedZone Robotics having the ability to utilize advanced technological capabilities through our YES program, the City of St. Francis will receive the following benefits to your wastewater collection system:

1. Gain a complete and accurate understanding of the collection system and its true baseline condition
2. Establish a centralized system-of-record to manage essential information
3. Achieve 'smart sewer spending' by making defensible, fact-based decisions
4. Facilitate compliance with local and federal regulatory agencies
5. Protect the environment from disasters resulting from unknown problems
6. Make better use of resources. Do 'more with less'.

YES, YOUR ENTIRE SYSTEM PROGRAM SPECIFIC HIGHLIGHTS:

The YES, Your Entire System program provides you with one vendor with well-aligned financial incentives and unique technology solutions to provide the following:

1. Expedited current state characterization of the entire collection system in 6-8 months
2. Characterization of findings/defects in pipes and MH's according to industry standards with NASSCO PACP/ MACP
3. Industry leading ICOM3 collection system asset management software as a hosted service
4. GIS Correction reports to ensure your GIS is updated with current information



RedZone Robotics Inc.

Corporate Headquarters:

91 43rd Street
 Pittsburgh, PA 15201
 Phone 412-476-8980
 Fax 412-476-8981

West Coast Office:

2410 Camino Ramon
 San Ramon, CA 94583
 Phone 925-824-3200
 Fax 925-824-3207

New Zealand Office:

13 Tarndale Grove, Albany,
 North Shore, Auckland
 Phone: +64-9-4799901
 Fax: +64-9-4799904

RedZone's Reputation:

As a leader in the sewer collection inspection industry, RedZone Robotics was first to pioneer the Multi-Sensor Inspection approach for large diameter assessment by utilizing four platforms of CCTV V-360°, 3D Laser modeling, Sonar, and H2S gas. The second breakthrough was to create an autonomous robot, Solo for the massive quantity of 8" to 12" pipe lines. Solo versatility allows for it to be portable, fast, efficient, and easement free to capture all CCTV with a V-360° view accessible for all to see. The third innovation was to gather collection system data whether past, present or future to a centralized location. An engineer can create a capital improvement program or a supervisor can dispatch a work order to repair or clean the line. This ability creates an interactive sewer system asset management program to enable decision support. Having this exclusive technology, RedZone Robotics can exclusively offer a program, YES, Your Entire System. RedZone Robotics simplifies wastewater management by providing municipal clients with the truly meaningful information that is required to make critical decisions on their infrastructure. We have been providing conditional assessment services throughout over 200 cities in the United States, Canada and internationally

A TRUSTED PARTNER GLOBALLY

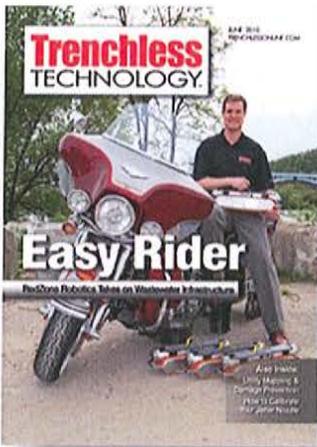
Over 100 Wastewater Clients, including:

- o King County – Seattle, WA
- o New York City, NY
- o Los Angeles, CA
- o Baltimore, MD
- o Columbus, OH
- o DCWASA – Washington, DC
- o San Jose, CA
- o Ft. Worth/Dallas, TX
- o Honolulu, HI
- o Chicago, IL
- o Akron, OH
- o Cedar Rapids, IA
- o San Antonio, TX
- o Cincinnati, OH
- o Las Vegas, NV
- o Portland, OR
- o Richmond, VA
- o Salt Lake City, UT
- o Houston, TX
- o Atlanta, GA
- o Pittsburgh, PA
- o Toronto, Canada
- o Montreal, QC
- o PUB – Singapore
- o Riyadh, KSA
- o Mexico City, MX



At RedZone we pride ourselves on practical, innovative solutions and our innovations have been recognized recently in some popular industry and technology journals such as Trenchless Technology & Popular Science.

The more mainstream magazine Popular Science identified SOLO, our autonomous inspection robot, as one of 26 technologies that may help transform America's crumbling infrastructure...



Trenchless Technology featured our business in general based on our recent innovations, most notably the launch of SOLO, the world's first commercially available, autonomous pipe inspection robot.

Municipal Sewer and Water featured our client Rimersburg, PA. They had a state DEP consent order removed and \$3M in required construction of a new treatment plan cancelled.



RedZone Robotics is located in Lawrenceville; one of the largest, most historical neighborhood areas in Pittsburgh just three miles from Downtown. With industrial roots and a future brimming with entrepreneurial energy, Lawrenceville serves as an ideal spot for an innovative and pioneering company such as RedZone.

Proposal Date	Expiration Date
November 25, 2013	December 6, 2013
Prepared for:	Prepared by:
Mr. Paul Teicher City of St. Francis Public Works Director 23340 Cree Street NW St. Francis, MN 55070	Tim Graeb Regional Business Development Manager RedZone Robotics, Inc. (847) 778-4453 tgraeb@redzone.com
Opportunity Name	Opportunity Title
MN City of St. Francis YES Program	OPP-104485
Proposal Type	
Pricing Proposal- Special Y.E.S. Client Offering	
General Description	
This proposal is for an all-encompassing professional services offering called the RedZone Robotics YES, <u>Your Entire System</u> program. RedZone will render services and establish this system of record in the ICOM3 software during an expedited initial term. Special Case Study Client concessions apply. Expedited condition assessment & configuration of a collection system asset management program. Actual timelines are subject to mutual agreement of the respective Client and RedZone project management teams.	

Concessions:

As one of our Clients, in the event the City of St. Francis executes a contract awarding this opportunity to RedZone on or before December 6, 2013, RedZone agrees to the following concessions valued at Thirty-Four Thousand Four Hundred Dollars (\$34,400.00USD). Concessions are summarized as follows:

CLIENT CONCESSIONS:	CONCESSION VALUE:
Zero Percent (0%) financing for 60 month term. Typical term is 36 months. Typical rate is 1.65%	\$9,400
GIS Discrepancy Report	\$10,000
Standard YES Client Discount	\$15,000
Total Concession:	\$34,400

ITEMS FOR PROPOSAL			
ITEM	QUANTITY	DESCRIPTION	NOTES
RZR-001	1	Mobilization and Demobilization	Mob and De-Mob of All Required Assets for Field Condition Assessment Work
YES-300	1	YES Professional Services: ICOM3 Software License & Support	Five Year Initial Term Licensing, Hosting, Maintenance and Support
YES-400	40	YES Professional Services: ICOM3 Implementation, Configuration, & Professional Service	Training, Configuration, Implementation
YES-100	110,839	YES Professional Services: 8" to 12" Asset Characterization - Solo	Field Data Gathering, PACP Characterization and Digital Upload
YES-104	1,329	YES Professional Services: 6" Asset	Same as above
YES-105	449	YES Professional Services: 15" to 33" Asset	Same as above
YES-110	522	Manhole Asset Characterization & GPS Location	Field Data Gathering, MACP
YES-210	1	YES Professional Services: GIS Discrepancy Report	Summary Report of Location and Attribute Information for Upload Into GIS
YES-999	60	YES Service Financing	Extended Financing Plan

Lump Sum Pricing \$215,000.00

Ongoing ICOM3 Software, Hosting, Maintenance and Support	
\$10,000.00	License, Maintenance, Support, Upgrades, and Hosting Fee (Annual After Initial Term)

Estimated Time to Complete Field Work	
6-8	Months

Payment Terms:

This is a lump sum project totaling \$ 215,000.00

- Five (5) Annual payments are to be made in the amount of \$43,000.00. The first payment is due January, 2014. Subsequent payments are due based on the following schedule: Payment two will be due January 2015, Payment three January 2016, Payment four January 2017 and Payment five due January 2018.
- Each of the annual payments is subject to the Non-Appropriations terms herein in accordance with the included YES-999 description.
- The term will commence once work begins, that work being the first of either setting up the ICOM3 software or beginning the field condition assessment.
- All invoices are due Net 30

Pipe Size & Asset Inventory Information:

All representations of pricing and services are based on the following asset inventory provided by Client. Changes to the agreed upon mix of assets may impact pricing, scope, services provided and timing.

Total System Mileage	21.33 Miles
Total System Footage	112,617 LF
Total System Manhole Count	522

Schedule of Values

City of St. Francis, Minnesota

YES, Your Entire System Program

Pipe of Unknown Size:

Whereas Client may have some collection system assets of unknown diameter and or quantity, such assets are not included in This Proposal. Upon discovering the facts on these assets, Client and RedZone will agree to a change-order to pay for inclusion of these assets if Client so chooses. Prices will be as per those indicated in This Proposal under the section entitled 'Additional Services'.

ICOM3 Software:

This proposal includes ICOM3 hosted licensing, maintenance and support & upgrades for the Initial Term of the first Sixty (60) months.

At the end of the Initial Term, an annual License Subscription, Hosting, Maintenance and Support contract is required if Client seeks to maintain use of then-current hosted License Subscription, Hosting, Maintenance and Support services. Paying these fees is not required.

In the event this term expires and Client has paid all amounts due RedZone Client shall have one perpetual, fully-paid, non-exclusive, non-transferable, non-assignable, non-sub-licensable local usage license of the ICOM3 software to be used in compliance with the other, non-conflicting license terms set forth in the Contract, solely for Client's internal purposes.

The optional fees for annual License Subscription, Hosting, Maintenance and Support, which would commence at the end of the Initial Term, are Ten Thousand Dollars (\$10,000.00 USD).

These fees will cover the hosting of the application, upgrades, bug fixes and both telephone and e-support. Increases to these annual fees will not exceed 10% for any renewal period. If at any point subsequent to the expiration of this initial full, completed Term, Client fails to pay such annual fees, Client Software used under this license shall not have any connectivity with the hosted Software Services and RedZone shall have no obligation to otherwise provide Support or Technical Support to Client or its Authorized Users using the Client Software under this post-termination license.

ICOM3 Professional Services Summary:

This Proposal includes forty (40) hours of professional services.

These professional services have been allocated to this project to perform a variety of services inclusive of, but not limited to, training, initial configuration and engineering support. Details will be finalized in a jointly determined work order.

Additional Services:

INSPECTIONS: If at any time in the agreed upon term the Client wishes to contract with RedZone to complete additional condition assessment work, the job will be quoted based on the required scope of work. Linear foot pricing will be one dollar (\$1.00) per linear foot for pipe diameters of < 6", 8", 10" and 12". Linear foot pricing will be two dollars (\$2.00) per linear foot for larger diameters of pipe inspected with CCTV only. Linear foot pricing will be six dollars and fifty cents (\$6.50) per linear foot for MSI inspections. These fees cover the price of RedZone deployed inspection, PACP coding, and configuring of information into ICOM3. For manhole inspections, the unit price per manhole would be seventy five dollars (\$75.00). These fees assume that a minimum scope required for RedZone services would entail ten thousand dollars (\$10,000) of fees. Nothing in this Proposal binds the Client to use RedZone for such additional services as other options exist inclusive of the Client renting equipment and self-performing or using other contractors for work above and beyond the stated scope of work in This Proposal.

Schedule of Values

City of St. Francis, Minnesota

YES, Your Entire System Program

DATA SERVICES: If at any time in the agreed upon term the Client wishes to contract with RedZone to perform data services and/or data integration services above and beyond the initial allocation for this project, RedZone will quote those services on a time and materials basis based on an hourly rate of one hundred ten dollars per hour (\$110/hr.). Examples of data services and data integration services would be as follows but not limited to: importing and configuring data from other service providers into ICOM3, importing legacy data into ICOM3 and custom configuration of the software to meet specific needs. Please note that in the event any third party contractor provides data in a widely accepted industry standard digital format (i.e. NASSCO PACP, MACP) no data integration services should be required.

Data:

The Client shall receive information and reports in accordance with the scope of services described in this proposal. Except as set forth below, the data and information (the "Data") about the Client's pipes, properties and facilities collected or obtained by RedZone during the course of performing the Work belongs to and is the confidential and proprietary information of the Client. Notwithstanding the foregoing, (i) RedZone shall be entitled to retain and use the Data to provide future services to Client and (ii), without disclosing the Data to any third party in an un-compiled fashion or as belonging or relating to Client, RedZone may retain, store, use and compile the Data with comparable data from other parties in an aggregate fashion to create a database that RedZone may use, process and analyze to provide predictive, diagnostic and other services to other parties.

Non-Appropriations, Termination & Termination Costs:

Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for Payments due under this Agreement, Client will immediately notify the RedZone of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Client of any kind whatsoever, except as to the portions of Agreement Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, Client agrees to peaceably surrender possession of the Software to RedZone the date of such termination and provide written confirmation that the Software has been removed from all Client computers. RedZone will have all legal and equitable rights and remedies to take possession of the Software. Notwithstanding the foregoing, and to the extent permitted by law, Client agrees that it will not cancel this Agreement under the provisions of this Section if any funds are appropriated to it, or by it, for the intended use of the Software for the period in which such termination occurs of the next succeeding fiscal period thereafter. In the event the Client fails to appropriate funds towards this program in a given fiscal cycle no termination costs will be imposed by RedZone. If funds are not appropriated, software will be removed and a data migration plan of Client data will be jointly determined. If in the event the Client chooses to retain RedZone to assist in the data migration execution, an estimate will be provided on a time and materials basis. RedZone's assistance in such a data migration plan is not required

Proposal Notes & Exclusions:

1. This is a limited time introductory offering. Stated terms, conditions and concessions will expire upon expiration date of this Proposal
2. Actual timelines and execution schedules will be formalized in a scope of work document that will be approved by both the Client and RedZone
3. This Proposal must be executed by an authorized agent of Client prior to the commencement of any work related to This Proposal.
4. This Proposal is intended for review and consideration of the addressee, is the property of RedZone and is not to be published into the public domain with the written consent of RedZone.
5. In the event This Proposal is in conflict with any other related documents This Proposal is agreed to be the governing artifact
6. Client understands that changes in scope, including pipe size changes, as well as unexpected pipe conditions, may result in a change order. Any such change orders will require Client approval.
7. RedZone excludes prevailing rate wages
8. RedZone excludes bonding
9. RedZone excludes traffic control permitting and any traffic control beyond basic cones and signs.

Signature

City of St. Francis, Minnesota

YES, Your Entire System Program

Thank you for your consideration of RedZone Robotics, Inc.

This proposal is intended solely for the consideration of the addressee.

Client Signatures Below Will Be Regarded as Acceptance and Notice to Proceed

Signature: _____

Name: _____

Title: _____

Date: _____

DESCRIPTION OF SERVICES

City of St. Francis, Minnesota

YES, Your Entire System Program

APPENDIX A: DESCRIPTION OF SERVICES

YES-100 YES Professional Services: 8-12" Asset Characterization - SOLO

Solo Inspection Service

Characterization and asset inspection service of 8-12" gravity pipeline segments will use Solo autonomous (unmanned) robot with front and rear 360 degree cameras. To characterize an asset's condition, the service includes an initial inspection and a reversal inspection if necessary. The service will be completed within the timeframe indicated in the YES proposal, performed in one or more mobilizations, subject to YES Inspection Terms & Conditions.

PACP Video Analysis and Coding

Analysis of the pipe inspection video imagery to identify defects, features, and observations within the pipeline will be pursuant to NASSCO PACP (Pipe Assessment Certification Program) standards. All required PACP header fields will be completed, including size and material of each pipeline.

The defect coding service will be completed by individuals will current NASSCO PACP certification, subject to YES Reporting Terms & Conditions.

ICOM3 Upload

The video/imagery and defect coding data will be loaded into the customer's ICOM3 software. The inspection or inspections will be associated with an asset within the customer's map (or reported as a discrepancy if map changes are required). Within the ICOM3 software, the customer will be able to access any portion of the inspection, jump to an observation or defect, and virtually pan, tilt, zoom to the front and rear wide angle images.

YES-104 YES Professional Services: 6" Asset Characterization - CCTV

CCTV Inspection Service

Characterization and asset inspection service of 6" gravity pipeline using Closed Circuit Television (CCTV) with pan, tilt, and zoom capabilities. To characterize an asset's condition, the service includes an initial inspection and a reversal inspection if necessary. The service will be completed within the timeframe indicated in the YES proposal, performed in one or more mobilizations. Subject to YES Inspection Terms & Conditions.

PACP Video Analysis and Coding

Analysis of the pipe inspection video imagery to identify defects, features, and observations within the pipeline pursuant to NASSCO PACP (Pipe Assessment Certification Program) standards. All required PACP header fields will be completed, including size and material of each pipeline. The defect coding service will be completed by individuals will current NASSCO PACP certification. Subject to YES Reporting Terms & Conditions.

ICOM3 Upload & Deliverables

The video/imagery and defect coding data will be loaded into the customer's ICOM3 software. The inspection or inspections will be associated with an asset within the customer's map (or reported as a discrepancy if map changes are required). Within the ICOM3 software, the customer will be able to access any portion of the inspection, jump to an observation or defect, and play the video using multiple speed settings.

YES-105 YES Professional Services: 15-33" Asset Characterization - CCTV

CCTV Inspection Service

Characterization and asset inspection service of 15-33" gravity pipeline using Closed Circuit Television (CCTV) with pan, tilt, and zoom capabilities. To characterize an asset's condition, the service includes an initial inspection and a reversal inspection if necessary. The service will be completed within the timeframe indicated in the YES proposal, performed in

one or more mobilizations. Subject to YES Inspection Terms & Conditions.

PACP Video Analysis and Coding

Analysis of the pipe inspection video imagery to identify defects, features, and observations within the pipeline pursuant to NASSCO PACP (Pipe Assessment Certification Program) standards. All required PACP header fields will be completed, including size and material of each pipeline. The defect coding service will be completed by individuals with current NASSCO PACP certification. Subject to YES Reporting Terms & Conditions.

ICOM3 Upload & Deliverables

The video/imagery and defect coding data will be loaded into the customer's ICOM3 software. The inspection or inspections will be associated with an asset within the customer's map (or reported as a discrepancy if map changes are required). Within the ICOM3 software, the customer will be able to access any portion of the inspection, jump to an observation or defect, and play the video using multiple speed settings.

YES-110 YES Professional Services: Manhole Asset Characterization and GPS Location

YES GPS Location of Manholes

Collection of mapping-grade GPS coordinates using commercially available GPS equipment. Typically sub-meter accuracy in Lat/Long. GPS readings can only be taken where a manhole can be successfully located and accessed, and in locations where standard mapping-grade GPS equipment is able to perform successfully.

Manhole Inspection Service

Characterization and asset inspection of manholes using appropriate equipment. Video imagery will be captured of the manhole interior to identify defects and the rim to invert distance will be measured. Manholes can only be inspected where they can be successfully located, the lid can be opened, and the manhole is not surcharged. Subject to YES Inspection Terms & Conditions.

YES Manhole Data Assessment

Analysis of the manhole inspection video imagery to identify defects, features, and observations within the manhole pursuant to NASSCO MACP (Manhole Assessment Certification Program) standards. A subset MACP header fields will also be completed based on the visual imagery, including the material of the manhole components. The defect coding service will be completed by individuals with current NASSCO MACP certification. Subject to YES Reporting Terms & Conditions.

ICOM3 Upload & Deliverables

The video/imagery and defect coding data will be loaded into the customer's ICOM3 software. The inspection or inspections will be associated with an asset within the customer's map (or reported as a discrepancy if map changes are required). Within the ICOM3 software, the customer will be able to access any portion of the inspection, jump to an observation or defect, and virtually pan, tilt, and zoom if the Solo was used for the inspection.

YES-210 YES Professional Services: GIS Discrepancy Report

Attribute Discrepancies

Based on data collected during the inspection process, RedZone will report discrepancies between attribute information included in the customer's available GIS and the encountered field conditions. This report will identify assets where the GIS attribute information may be inaccurate so that the GIS custodian can make required updates or changes. Attribute discrepancies include differences in asset shape, size, material, or flow direction.

YES-300 YES Professional Services: ICOM3 Software License & Support

ICOM3 Software and Hosted Service

At the end of the agreed upon YES term, as specified in the proposal, the customer will own a perpetual license of the hosted ICOM3 software for up to 10 users.

ICOM3 Inspection Management Module

The hosted software will include the ICOM3 inspection management module, including the ability to view inspections, query inspection results, visualize inspections on the GIS map, and load new inspections.

ICOM3 Work Management Module

The hosted software will include the ICOM3 work management module, including the ability to create work plans and schedules, issue and track work orders, log service calls or overflows, and summarize work activities.

ICOM3 Decision Support Tools Module

The hosted software will include the ICOM3 decision support tools module to allow prioritization of critical assets within the system and the creation and tracking of fact-based Capital Improvement Plans.

Software Maintenance, Support, Hosting, and Upgrades

Throughout the length of the agreed upon YES term, as specified in the proposal, the customer will receive ongoing software updates and have access to RedZone remote technical support. The customer will have the option to continue the maintenance, support, hosting, and upgrade services on an annual basis upon conclusion of the YES term. The schedule for providing customer with access to the software will be determined by RedZone's Project Manager and will be communicated in the Project Plan and Schedule.

YES-400 YES Professional Services: ICOM3 Implementation, Configuration, & Professional Services

Implementation, Configuration, and Professional Services

Up to the specified quantity of professional services hours will be allocated to this project to perform a variety of services inclusive of, but not limited to, the below tasks and services. Additional professional services can be purchased as specified in the proposal. A training & professional services plan will be jointly agreed to including but not limited to:

a) Standard Software Configuration & Setup

The customer's ICOM3 account will be created, the GIS map data will be loaded in, user logins will be setup, and the software will be configured with standard YES queries, work order forms, map overlays, and reports.

b) Standard Software Implementation

RedZone will provide personnel to install all required software product(s) onto the customer's workstations and assist the setup between the workstations, servers, and Local Area Network (LAN).

c) Standard Software Training

RedZone shall provide hands-on on-site and/or remote training for the customer's staff.

d) Professional Service Hours: Data Import

RedZone will work jointly with the customer to determine appropriate CCTV and other historic information which should be brought into the ICOM3 system. This data will then be imported.

e) Professional Service Hours: ICOM3 Configuration

The customer may request additional configuration of forms, work orders, queries, map overlays, and reports. Professional services will be provided to satisfy these requests where possible.

f) Professional Service Hours: Civil Engineer Consultation

A civil engineer will provide skills and expertise to assist the customer with their evaluation of critical assets, creation of proactive plans, or creation of a Capital Improvement Plan and budget.

The schedule for completing these Professional Services will be determined by RedZone's Project Manager and will be communicated in the Project Plan and Schedule.

YES-999 YES Financing Services: Extended Payment Plan

Flexible Extended Payment Plan

Payment terms as defined in proposal, allowing customer to receive YES services within the defined timeframe, but pay for services over multiple budget years. The interest rate is defined in the proposal, compounded annually.

Payment schedule and duration are defined in proposal subject to credit approval.

YES Professional Services Terms & Conditions

Professional Services outlined in the proposal pertaining to inspection of collection system assets and gathering of field data, collectively referred to as "Inspections", will be conducted in accordance with the following terms and conditions. These terms and conditions will apply in their entirety, unless portions of these terms and conditions are specified otherwise in the Special Terms and Conditions section of the agreement.

- e. **Commercially reasonable efforts to gather data** - It is understood and agreed to that RedZone's data gathering efforts may not necessarily result in a complete manhole-to-manhole traversal. The equipment used to perform the data gathering may not be able to traverse the entire length of pipeline due to conditions such as grease, deposits, debris, protruding taps, root buildups, offset joints, or other circumstances. Unless otherwise specified, RedZone's data collection and inspection activities will consist of a first inspection and a reversal inspection (from an alternative access point) if necessary. This two-pass method constitutes a commercially reasonable effort by RedZone to complete the data gathering and satisfies RedZone's obligations within the scope of work contemplated by this Agreement and the information obtained will be presented as such. Additional services by RedZone to perform additional inspections may be available pursuant to separate written change order or agreement after the customer has cleared problematic conditions.
- f. **Flow conditions** - The quality and value of the information collected during the Inspections may depend upon flow conditions encountered during the inspection. RedZone will coordinate with the customer's project manager to provide its inspection schedule. The customer may at times be asked to perform actions such as line-plugging or modifying pump station or treatment plant operations to affect the pipeline flow levels in conjunction with RedZone's Inspection activities, at the customer's discretion and cost, to mitigate some effects that high flow rates may have on the Inspections. RedZone shall not be responsible for issues concerning quality or value of data, or reperformance of inspections attributable to flow conditions.
- g. **Pipe and manhole location** - RedZone will use commercially reasonable efforts to locate manholes and access points that are required to complete the Inspections. RedZone will use maps provided by the customer and make reasonable efforts to search for manholes and access points in the expected vicinity of each required manhole or access point. Certain manholes may not be possible to locate, for reasons including but not limited to: inaccurate mapping provided by the customer or the manhole being situated in an unreachable location (paved over, buried, under water, restricted area, etc.). RedZone will use the ICOM3 software to highlight manholes or access points that RedZone was not able to locate. RedZone will use commercially reasonable efforts to utilize alternative manholes or access points that were successfully located to complete pipeline inspections given the limitations of RedZone's equipment. RedZone will coordinate with the customer's project manager to provide its inspection schedule. The customer may perform actions such as flagging manholes or uncovering buried manholes in conjunction with RedZone's Inspection activities, at the customer's discretion and cost, to increase the number of manholes that RedZone is able to successfully locate. RedZone assumes no liability for any errors or omissions in any maps or other location information provided by the customer, including any errors or omissions made by RedZone in interpreting such customer-provided information.
- h. **Pipe and manhole access** - RedZone will use commercially reasonable efforts to access manholes and access points that are required to complete the Inspections. Certain manholes may not be possible to access, for reasons including but not limited to inability to locate the manhole, the manhole being in an unreachable location (paved over, buried, under water, forbidden area, etc), or due to the manhole cover being locked, damaged such that it is inoperable, or otherwise impossible to remove without specialized tools and equipment. RedZone will use the ICOM3 software to highlight manholes or access points that RedZone was not able to access. RedZone will use commercially reasonable efforts to utilize alternative manholes or access points that were accessible to complete pipeline inspections given the limitations of RedZone's equipment. RedZone will coordinate with the customer's project manager to provide its inspection schedule. The customer may perform actions such as uncovering buried manholes, coordinating for access to private property or forbidden areas, or removing locked or damaged manhole lids, at the customer's discretion and cost, to increase the proportion of manholes that RedZone is able to successfully access.

- i. **Scope of inspection work** - RedZone agrees to use commercially reasonable efforts to complete the data gathering as described in the proposal. Customer must identify specific pipelines and manholes to constitute the scope for inspection, up to the specified footage quantities or asset count. For each asset included in the scope, the allocated footage for such line segment will be deducted from the customer's purchased total whether the inspection is fully completed or attempted by RedZone as follows. For completed inspections, the actual footage of the inspection as measured by the inspection device will be deducted from the customer's purchased total for the relevant category of inspection footage. Pipe inspections that cannot be completed due to inability to locate or access manholes as described above will be counted as attempted inspections. The length of the pipe as shown on the associated map for which the attempted inspection occurred will then be deducted from the customer's purchased total for the relevant category of inspection footage. Inspections that do not complete the full length of the pipe asset, when summing the total of the first pass and second pass reversal attempt as described above, will similarly be counted as an attempted inspection and the full length of the pipe segment will be deducted from the customer's purchased total for the relevant category of inspection footage. When a second pass reversal inspection is conducted and results in overlapping footage between the first pass inspection and the second pass reversal, the overlapping portion of the inspection will not be deducted from the customer's footage total. If the customer desires to have additional inspections performed, the customer can request to add to the inspection scope using the Service Order process described in the contract.
- j. **Work Hours** - In order to complete the work as efficiently as possible, RedZone wishes to retain maximum flexibility with respect to work hours that inspection activities may be completed. RedZone may perform inspection work through 24 hours each day, 7 days per week. RedZone will coordinate with the customer's project manager to provide our inspection schedule in advance and to determine conditions or events that may prevent us from performing inspection work in specific areas at specific times.

YES Reporting Terms & Conditions

Professional Services outlined in the proposal pertaining to the processing, analysis, or presentation of inspection or field data, collectively referred to as "Reporting", will be conducted in accordance with the following terms and conditions. These terms and conditions will apply in their entirety, unless portions of these terms and conditions are specified otherwise in the Special Terms and Conditions section of the agreement.

- a. **Report delivery** – The delivery of completed reports may be completed in tranches. The schedule for report delivery will be communicated in the Project Plan.
- b. **Efforts to complete reporting** - Due to certain pipe conditions, some Inspection data may not be suitable for Reporting. It is understood that Reporting will be completed where possible subject to limitations on the quality and value of data. With respect to multi-sensor data gathered from multi-sensor inspections, certain Reporting metrics and presentations may not be available for every inspection depending on conditions that may have limited the collection of data from one or more sensors.
- c. **Electronic report delivery** - All reports and related video and media will be delivered to Client in electronic format only. The customer, at customer's cost and discretion, will have the ability to print hard copies of any or all electronic reports.
- d. **Report approval** - The customer shall have up to sixty (60) days after a given report has been delivered or made available to the customer to notify RedZone in writing of any material errors or omissions on said reports. Reports will be deemed to be approved and accepted by the customer if written notification to the contrary is not provided to RedZone within this sixty (60) day period. Any changes after this date must be agreed upon between both parties and may result in additional charges to the customer.

ICOM3 & Professional Services Terms & Conditions

Professional Services outlined in the proposal pertaining to ICOM3 software will be conducted in accordance with the following terms and conditions. These terms and conditions will apply in their entirety, unless portions of these terms and conditions are specified otherwise in the Special Terms and Conditions section of the agreement.

- a. **Paper maps** – Under circumstances where the customer does not have GIS data available for the partial or entire scope of inspection, the customer will at minimum provide paper maps which indicate the locations of the pipe and manhole assets. The maps need to be accurate enough to locate the assets with commercially reasonable efforts.
- b. **Configuration of work orders and forms in ICOM3 software** – On dates as communicated in the project plan, customer input will be sought in the configuration of work-orders, forms, and system-wide reports. RedZone provides standard work orders and forms and no professional services will be required if the Customer wishes to use these standards. If configuration or changes are requested, Customer can provide redline changes to the standard forms, and modifications will then be configured into ICOM3 using professional services hours under YES-400..
- c. **ICOM3 Training** – On dates as communicated in the project plan, a set number of on-site and remote training sessions will be scheduled. If additional training is requested, this will be scheduled subject to availability of RedZone trainers and these additional training hours will be considered as professional services under YES-400.
- d. **Asset Identification and Map Data** - The customer will retain ownership and custodianship of all mapping and GIS data, and RedZone will not directly modify the customer's maps. RedZone will make reasonable efforts to associate each report and all inspection results to an asset on the customer's map within the ICOM3 software. In cases where RedZone is unable to associate results to an asset on the customer's map, including cases where the customer's map is inaccurate and is missing the appropriate asset, RedZone will identify these discrepancies in a report.