

CITY OF ST. FRANCIS  
CITY COUNCIL  
AGENDA

**December 3, 2012**

ISD #15 CENTRAL SERVICES CENTER (DISTRICT OFFICES)  
4115 Ambassador Blvd. NW  
6:00 pm

1. Call to Order/Pledge of Allegiance
2. Roll Call
3. Adopt Agenda
4. Consent Agenda
  - a. City Council Minutes – November 19, 2012
  - b. St. Francis Employee Right to Know Policy Manual Update
  - c. Enter into a Management Agreement with the St. Francis Homerun Club for the staffing and maintenance of the Warming House/Rinks this season.
  - d. Joint Powers Agreement between Anoka County and the Municipalities, Townships and School Districts in Anoka County to Allocate Costs for Election Expenses
  - e. St. Francis Lions Club Application to Conduct Excluded Bingo at the American Legion on Dec. 14, 2012
  - f. Payment of Claims
5. Meeting Open to the Public
6. Petitions, Requests, Applications
  - a. Discussion on the 2013 Proposed Budget – Public Input
  - b. The Ponds Clubhouse: PUD Amendment – Resolution 2012-39
7. Ordinances & Resolutions:
  - a. Ordinance 180, Second Series- Amending Section 2-9-1 Regarding the Fee Schedule 2013(2<sup>nd</sup> Reading)
8. Reports of Consultants & Staff Members
  - a. Engineer:
  - b. Attorney:
  - c. Staff:
    - Fire:
    - Public Works:
    - Liquor Store:
    - Police: Temporary Part Time Office Personnel
    - City Administrator:
9. Reports from Council Members
10. Report from Mayor
11. Old Business
12. New Business
13. Adjournment

**CALENDAR OF EVENTS**

Dec 6: Pioneer Day Meeting @ Community Center 7:00 pm  
Dec 15: Pioneer Day Fundraiser Pancake Breakfast @ Am Legion 7:00 am to 11:00 am  
Dec 16: Pioneer Day Fundraiser Pancake Breakfast @ Am Legion 8:00 am to Noon  
Dec 17: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm  
Dec 24 & 25: City Offices Closed for the Christmas Holidays  
Jan 1: City Offices Closed for the New Year's Day  
Jan 7: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm

TO: Mayor & City Council  
FROM: Matthew L. Hylan, City Administrator   
RE: Agenda Memorandum – December 3, 2012 Meeting

**Agenda Items:**

**4. Consent Agenda:**

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

- a. 2013 Budget Discussion: Historically cities were mandated by the State to hold a “Truth in Taxation Hearing”. We are no longer mandated, but encouraged to host a meeting where citizens can voice their concern about the budget and this meeting is advertised on property owners proposed tax statements. During this agenda item, after a brief staff presentation, Mayor Tveit should allow public input on the 2013 Budget.
- b. The Ponds Clubhouse PUD Amendment: Attached is an Agenda Report from City Planner Nate Sparks with supporting documents from the Planning Commission recommendation. Also attached is Resolution 2012-39 amending the Ponds Golf Course Club House.

**7. Ordinances & Resolutions:**

- a. Ordinance 180, Second Series: Amending Section 2-9-1 of the City Code Regarding the Fee Schedule. The amended Fee Schedule does not reflect the recommended Water and Sewer rate changes. A motion and roll call vote would be in order to approve the second reading of Ordinance 180, Second Series after determination of the 2013 water and sewer rates as presented in the Agenda Report.

**8. Reports:**

a. **Engineer:**

c. **Staff:**

**Fire:**

**Public Works:**

**Liquor Store:**

**Police: Part Time Temporary Office Help:** Attached is an Agenda Report from Chief Harapat regarding the unique staffing challenge he is currently facing.

**City Administrator:**

**11. Old Business:**

**12. New Business:**

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

CITY COUNCIL MINUTES

NOVEMBER 19, 2012

1. **Call to Order/Pledge of Allegiance:** The regular City Council Meeting was called to order by Mayor Pro Tem Steve Kane at 6:00 p.m.
2. **Roll Call:** Present were Mayor Pro Tem Steve Kane, Councilmembers Jeff Sandoval, Tim Brown, and Chris McClish. Mayor Jerry Tveit excused. Also present were Council Elect Amy Lazere, City Engineer Jared Voge (Bolton and Menk), City Attorney Scott Lepak (Barna, Guzy and Steffen), Police Chief Jeff Harapat, Public Works Director Paul Teicher, Finance Director Darcy Mulvihill, City Administrator Matt Hylan, Administrative Intern Chris Mickelson, and City Clerk Barb Held.
  - a. **City Council Minutes-November 5, 2012:** MOTION BY McCLISH SECOND SANDOVAL TO APPROVE THE NOVEMBER 5, 2012 CITY COUNCIL MINUTES. Motion carried 4-0.
  - b. **Special City Council Minutes-November 14, 2012:** MOTION BY BROWN SECOND McCLISH TO APPROVE THE NOVEMBER 14, 2012 SPECIAL CITY COUNCIL CANVASSING BOARD MINUTES. Motion carried 4-0.

**Kane would like to pause and have Amy Lazere come up and take the Oath of Office.**

**Oath of Office:** City Attorney Scott Lepak administered the Oath of Office to Amy Lazere who is filling the unexpired two year term that Tim Brown was appointed to. Tim Brown stepped down from his seat. Lazere then took a seat at the council bench.

Kane welcomed new council member Amy Lazere at 6:04 pm.

3. **Adopt Agenda:** MOTION BY SANDOVAL SECOND McCLISH TO ADOPT THE NOVEMBER 19, 2012, CITY COUNCIL AGENDA. Motion carried 4-0.
4. **Consent Agenda:** MOTION BY McCLISH SECOND SANDOVAL TO ADOPT THE NOVEMBER 19, 2012, CITY COUNCIL CONSENT AGENDA A-F AS FOLLOWS:
  - a. Receive and File the URRWMO Minutes of September 4, 2012 and November 7, 2012.
  - b. Accept the letter of resignation from Part Time Liquor Store Clerk Jodi Engren.
  - c. Hire Part Time Liquor Store Clerk Brian Ruud.
  - d. Pay Estimate No. 12 from Amcon Construction Management for \$233,616 to New Look Contracting Inc. \$5,567, Classic Construction \$2,054, Fabcon Inc. \$33,935, Gopher State Contractors \$14,406, M. Reinert Drywall \$4,061, Multiple Concept Interior Inc. \$3,736, Steinbrecher Painting \$31,451, Bartley Sales Company Inc. \$4,494, Greystone Construction Company \$6, Tiffin \$678, Alltech Engineering Corp \$7,291, Midwest Fence \$117,543 and Brothers Fire Protection \$1,837.

e. Approve Payment of Claims for \$407,953.76. (Check numbers 64588-64697) Motion carried 4-0.

6. **Petitions, Requests, Applications:** None.

7. **Ordinances & Resolution:**

a. **Ordinance 178, Second Series: Amending Section 4-1-6 Regarding Temporary Habitation (Second Reading):** MOTION BY SANDOVAL SECOND McCLISH APPROVING THE SECOND READING OF ORDINANCE 178, SECOND SERIES AMENDING SECTION 4-1-6 REGARDING TEMPORARY HABITATION. Roll Call: Ayes: McClish, Sandoval, Lazere, and Kane. Nays: None. Motion carried 4-0.

b. **Ordinance 180, Second Series: Amending Section 2-9-1 Regarding the Fee Schedule (First Reading):** MOTION BY SANDOVAL SECOND McCLISH APPROVING THE FIRST READING OF ORDINANCE 180, SECOND SERIES AMENDING SECTION 2-9-1 REGARDING THE FEE SCHEDULE. Roll Call: Ayes: Lazere, McClish, Sandoval, and Kane. Nays: None. Motion carried 4-0.

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

a. **Engineer:**

b. **Attorney:**

c. **Staff:**

**Fire Department:**

**Public Works: Membership in the MN Cities Stormwater Coalition:** This summer the City was notified by the Minnesota Pollution Control Agency that we will probably be designated a regulated MS4 city under the MS4 stormwater permitting program. The Minnesota Cities Stormwater Coalition formed in 2006 as a subset of the League of Minnesota Cities. It exists to support cities in meeting the permit requirements. MCSC works closely with the MPCA and other regulators and policymakers to help ensure that adopted regulations are reasonable and effective. The MCSC has almost 100 existing cities and are told the dues pay for themselves in the form of improved regulations, more reasonable state-level policies, and connections with other stormwater managers across state. Lazere asked what, does the City receive for our membership. Hylen stated they would hire the attorneys and personnel to support us. Lazere asked are there meetings. if so how often and who attends. Voge said he does not recall the frequencies of the meetings. The group does have a voice on MPCA regulations. Lazere asked who attends. Hylen stated staff, contract services, and or council. McClish stated the annual fee is \$620.00 and agree to move forward. Sandoval said there are mandates that come out and agree to have someone watch out for us. Kane and Lazere agree with joining the MN Cities Stormwater Coalition.

**Liquor Store:**

**Police Dept.: Joint Law Enforcement Council Update:** The Joint Law Enforcement Council will be holding a Public Safety Academy Saturday, December 8, 2012 from 8:30 to 4:30 pm at the Anoka County Sheriff's Office. This event will be a day of learning about current projects, how public safety operates and hopefully will gain a better understanding of public safety in Anoka County. Discussion will also be on the joint fire protection. This is open to all elected officials. The Joint Law Enforcement Council is comprised of Police/Fire Chiefs and elected officials. We currently are in need of an elected official to be appointed to this council.

You do not need to make an appointment tonight. Lazere stated she would be interested in sitting on the Joint Law Enforcement Council. Hylen stated we will check with the Mayor and this could be an appointment at the first of the year.

**City Administrator Report: 2013 Budget Discussion:** Staff is looking for any further direction on your thoughts on setting the tax levy for 2013. Looking at surrounding communities I am seeing anywhere from a 3% increase to lowering the Levy. The Council initially set the Levy increase at 7%. Hylen stated at the second meeting in December the Council will need to set the final Levy. Kane said I have heard negative comments from the business community in regards to the proposed 7% Levy increase. The reason we came up with 7% is the last three years we held it at 0%. With hearing from the neighborhood communities, we might lose some business because of the Levy increase. McClish said we set it as high as we could go and now we can lower the Levy. Lazere agree to lower the Levy being we are also looking at raising our water and sewer rates. Sandoval said he does not want to go too low and have future councils be burdened if there are more mandates of cuts. In regards to the water and sewer, we have a stand-alone system we do not have the availability to the metro system. Consensus of the Council was to come back with a budget that includes a 4% Levy increase.

**Christmas Eve Holiday:** This year Christmas Eve is on a Monday. As per the City Personnel Policy staff receives one-half day off (4 hours). Staff is asking for Council consideration on closing city hall on Monday, December 24, 2012. Staff would use banked accruals on the hours not worked. MOTION BY McCLISH SECOND SANDOVAL TO CLOSE CITY HALL ON CHRISTMAS EVE AND HAVE STAFF USE PERSONAL TIME. Lazere asked if the holiday hours were previously set. McClish said I do not see why we should open for only four hours on Monday, closed Tuesday when they are using their personal time. Holidays are listed in the Personnel Policy. Motion carried 3-1. Lazere voting nay.

**St. Francis Historical Items:** The City has stored the St. Francis Historical Society's items for a number of years. Recommendation is to affirm the plans laid out by staff and allow them to sort through the items. Staff will move the items to their designated site. Kane said this group has done a great promoting the history of St. Francis. MOTION BY KANE SECOND McCLISH TO ALLOW STAFF TO DISCUSS THE ORIGINAL PLAN AND HAVE THE HISTORICAL SOCIETY SORT THROUGH THE ITEMS AND BE MOVED TO A SITE THEY APPROVED. Motion carried 4-0.

9. **Reports from Council Members:** None
10. **Report from Mayor:** None
11. **Old Business:** None
12. **New Business:** None
13. **Adjournment:** Mayor Tem Kane adjourned the regular City Council meeting at 6:35 pm.

JOB SAFETY & TRAINING

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Minnesota Municipal Utilities Association

This program has been developed and  
modified for use by:

City of St Francis

# Employee Right to Know Manual

MINNESOTA MUNICIPAL UTILITIES ASSOCIATION

# Employee Right to Know Manual

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## **PURPOSE**

**T**his program manual is designed to implement the provisions of the Minnesota Employee Right to Know Act of 1983. This manual presents the major aspects of the standards. These standards require employers to evaluate their workplaces for the existence of hazardous substances, harmful physical agents, and infectious agents and to provide training and information to those employees covered under this act who are routinely exposed to those substances and agents.

## **SCOPE OF THE EMPLOYEE RIGHT TO KNOW PROGRAM**

This Employee Right to Know Program has been developed in accordance to applicable state and federal regulations. It has been approved as the City/Utility's own right to know program by the appropriate administrative or governing authority identified below. The use of the word "City" or "Utility" or "City/Utility" shall be construed to mean the municipal City of St Francis of the city and such other departments of city government for which this program has been adopted.

This Employee Right to Know Program will be reviewed for relevant updates by the Safety Committee every two years.

See Appendix A for Approval and Revision History

## Administrative Responsibilities

The following person is responsible for administering the Employee Right to Know Program at the City/Utility. This person has the primary responsibility to oversee the ERTK program and ensure that it is organized, implemented and updated as required by the Employee Right to Know Standard.

<b>Program Administrator for City Departments Covered in this program.</b>
Matthew Hylan

To ensure an effective Employee Right to Know Program, the following supervisors are responsible for carrying out the details of this program in their work areas.

Supervisor	Department
Paul Teicher	Public Works
Jeffrey Harapat	Police Department
Dean Kapler	Fire Department
John Schmidt	Bottle Shop
Barbara Held	Administration

## Hazard Determination

The City of St Francis recognizes/inventories a list of hazardous substances, harmful physical agents and infectious agents listed in subparts 5206.0400, 5206.0500 and 5206.0700 of the Employee Right to know rules. The City of St Francis will exercise reasonable diligence in evaluating the workplace for the presence of recognized hazardous substances, harmful physical agents, and infectious agents and assure that employees are provided with the rights stated in the standard. The City of St Francis understands that the hazardous substances list includes the majority of hazardous substances that will be encountered in Minnesota (or other states) and that it does not include all hazardous substances and may not always be current. Therefore, the evaluations conducted by the specific manufacturer of the substances used at the City of St Francis will be accepted and employees provided with the rights stated in the standard.

# HAZARDOUS SUBSTANCES

The City of St Francis has developed an inventory/list of all hazardous substances and the operations where they are used. The intent is to inform employees about the hazardous substances they may encounter in the workplace.

Work area supervisors or delegated employees will update the inventory/list whenever a new hazardous substance is introduced into that work area. Supervisors will report the name of the new hazardous substance and the operation where it will be used to the following individual so that it can be added to the inventory/list before employees in the work area use it.

Paul Teicher
--------------

The inventory/list of hazardous substance used at the City of St Francis is available for review at the following location(s).

Building	Location
Public Works Building	

# Hazardous Substance Container

## Labeling

The following person is responsible for coordinating labeling activities among supervisors and employees to make sure they are uniform and follow the rules of the City/Utility.

Each employee
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The City of St Francis understands that the manufacturer of a hazardous substance or mixture of hazardous substances, or of equipment which generates a harmful physical agent is obligated to provide the information necessary for the City of St Francis to comply with Employee Right to know requirements. Supervisors at the City of St Francis will evaluate containers arriving in their work area to ensure that the label, tag, or markings meet the following requirements:

- 1) Identifies the hazardous substance.
- 2) Appropriate hazard warning(s).
- 3) Name and address of the chemical manufacturer, importer or other responsible party.

Should a product be received that does not meet the above stated labeling requirements, the supervisors will immediately label, tag, or mark any hazardous substance container at the City of St Francis that it:

- 1) Identifies the hazardous substance and the identity corresponds with the name used on the MSDS and inventory list.
- 2) Indicates the appropriate hazard warning
- 3) Does not conflict with labels from the Department of Transportation.

Supervisors will also ensure:

- 1) The label, tag, or marking is legible, in English, and is prominently displayed.
- 2) The incoming containers of hazardous substance include the manufacturer's name and address.
- 3) Chemical labels for OSHA specific standards comply with those regulations.
- 4) The labels on incoming containers of hazardous substances are not removed or defaced unless the container is immediately marked, tagged or labeled with required information.
- 5) Stationary processes that contain hazardous substances have the appropriate label or alternative warning attached that conveys the required information.
- 6) Contracted employers working at the facility are notified of the labeling procedure and understand the label (warning) system.
- 7) The City of St Francis recognizes labeling that is in compliance with the following regulations meet the requirements of the Employee Right to Know Program:
  - 8) Pesticides labeled in accordance with the Federal Insecticide, Fungicide and Rodenticide Act.
  - 9) Any food, food additive, color additive, drug, or cosmetic including materials intended for use as ingredients in products labeled in accordance with the requirements of the Federal Food, Drug and Cosmetic Act.
  - 10) Distilled spirits (beverages alcohols), wines, or malt beverages labeled in accordance with the Federal Alcohol Administration Act.
  - 11) Any consumer products as defined in the Consumer Product Safety Act and labeled in accordance with the requirements of that act.
  - 12) Any hazardous substance as defined in the Federal Hazardous Substance Act and labeled in accordance with the requirements that act.

## **In-House Label Explanation and Description**

Supervisors will ensure that all secondary containers in the workplace are labeled according the following requirements:

- 1) Identifies the product and any hazardous substances.
- 2) Appropriate hazard warning(s).
- 3) The label, tag, or marking is legible, in English, and is prominently displayed.

The City of St Francis uses the following label(s) for secondary containers

# Material Safety Data Sheets

The City of St Francis will obtain and collect the material safety data sheets (MSDS) for all hazardous substances purchased from manufacturers, importers and distributors of said substances. A current hard copy or an electronic copy will be on file.

Where an in-house process generates hazardous substances, a "generic" MSDS of the hazardous substance will be obtained and placed in the City of St Francis MSDS file. The intent is to provide a "material safety data sheet" for all hazardous substances encountered by employees in the workplace.

The following person is responsible for making sure the MSDS file at the City of St Francis is maintained and updated as necessary:

Paul Teicher
--------------

Supervisors will notify this person prior to the time that a new hazardous substance is used in the workplace so that the appropriate MSDS can be obtained.

The MSDS file (hard or electronic) at the City of St Francis is located at the following location(s):

Building	Location
On the network	

These files are available to all employees at the MSDS file location or for more information contact your immediate supervisor

## **HARMFUL PHYSICAL AGENTS**

The City of St Francis recognizes the list of harmful physical agents listed/inventoried below. The City of St Francis will exercise reasonable diligence in evaluating the workplace for the presence of recognized harmful physical agents at a level that may be expected to approximate or exceed the permissible exposure limit or the applicable action level. The City of St Francis understands that the list/inventory of harmful physical agents includes the majority of harmful physical agents that will be encountered in Minnesota (or other states). The City of St Francis will make a diligent effort to ensure that this list is updated as necessary. The City of St Francis will ensure that exposed employees are afforded their rights as established in the Employee Right to Know rules.

### **List of Harmful Physical Agents**

- 1) Heat
- 2) Noise
- 3) Ionizing Radiation
- 4) Nonionizing Radiation

### **Harmful Physical Agent Labeling**

The City of St Francis will ensure that equipment or work areas that specifically generate harmful physical agents at a level that may be expected to approximate or exceed the permissible exposure limit or applicable action will be labeled, marked or tagged. Labeling will include:

- 1) The name of the physical agent.
- 2) The appropriate hazard warning.

## **INFECTIOUS AGENTS**

The City of St Francis recognizes the list of infectious agents listed in Minnesota rule 5260.0600. The City of St Francis will exercise reasonable diligence in evaluating the workplace for the presence of recognized and other infectious agents. The City of St Francis understands that the list of infectious agents includes the majority of communicable infectious agents that will be encountered in Minnesota. The City of St Francis will make a diligent effort to ensure that the most current list is provided in this program. The City of St Francis will ensure employees whom are routinely exposed are provided with the rights established in the Employee Right to Know rules.

## **Bloodborne Pathogens**

The City of St Francis maintains a separate blood borne pathogens program that complies with the OSHA 1910.1030 regulations. This program covers all reasonably anticipated infectious agent exposures at the City/Utility.

## **EMPLOYEE TRAINING AND INFORMATION**

The City of St Francis provides each employee with information and training about the hazardous substances used in its operations and any exposure to harmful physical agents and/or infectious agents at a level that may be expected to approximate or exceed the permissible exposure limits. Additional employee training will be conducted whenever a new hazardous substance is introduced and/or the work situation changes that may increase the level of exposure to any harmful physical agent or infectious agent. New or transferred employees will receive the appropriate training and information specific to their work assignment, prior to beginning that assignment.

The following person is responsible for coordinating the employee information and training programs at the City/Utility.

Paul Teicher

The City of St Francis will inform the employees of:

- 1) The requirements of the Minnesota Employee Right to Know law.
- 2) The operations where hazardous substances are used including the hazardous substances that are contained in unlabeled pipes.
- 3) The operations where exposure to harmful physical agents and harmful infectious agents may be expected.
- 4) The location of the written Employee Right to Know Program, the list/inventory of hazardous substance, and the corresponding material safety data sheets for those substances.
- 5) The labeling system employed at the City/Utility.

The City of St Francis will train employees routinely exposed to hazardous substances:

- 1) The name or names of the substance including any generic or chemical name, trade name, and commonly used name.
- 2) The level, if any and if known, at which exposure to the substance has been restricted according to standards. If no standard has been adopted, according to guidelines established by competent professional groups, which have conducted research to determine the hazardous properties of potentially hazardous substances.
- 3) The primary routes of entry and the known acute and chronic effects of exposure at hazardous levels.
- 4) The known symptoms of the effects.
- 5) Any potential for flammability, explosion, or reactivity of the substance.
- 6) Appropriate emergency treatment.
- 7) The known proper conditions for use of and exposure to the substance.
- 8) An explanation of the use and limitations of methods of control that will prevent or reduce exposure appropriate engineering controls and work practices, personal protective equipment and housekeeping.
- 9) An explanation of the basis for selection of personal protective equipment, including information on the types, proper use, location, removal, handling, decontamination, and disposal of personal protective equipment.
- 10) Procedures for cleanup of leaks and spills.
- 11) The name, phone number, and address of a manufacturer of the hazardous substance.
- 12) The location of a written copy/electronic (MSDS) of the above information

The City of St Francis will train employees who may be routinely exposed to harmful physical agents. This training will include:

- 1) The name or names of the physical agent including any commonly used synonym.
- 2) The level, if any and if known, at which exposure to the physical agent has been restricted according to adopted standards, or, if no standard has been adopted, according to guidelines established by competent professional groups including but not limited to the American Conference of Governmental Industrial Hygienists, the Center for Disease Control, the Bureau of Radiological Health, and the American National Standards Institute.
- 3) The known acute and chronic effects of exposure at hazardous levels.
- 4) The known symptoms of exposure at hazardous levels.
- 5) The appropriate emergency treatment.
- 6) The known proper conditions for safe use of and exposure to the physical agent.
- 7) An explanation of the use and limitations of methods of control that will prevent or reduce exposure appropriate engineering controls and work practices, personal protective equipment and housekeeping.
- 8) An explanation of the basis for selection of personal protective equipment, including information on the types, proper use, limitations and location of personal protective equipment.
- 9) The name, phone number and address, if appropriate, of the manufacturer of the equipment which generates the harmful physical agent.
- 10) A written copy of all of the above information which shall be readily accessible in the area or areas in which the harmful physical agent is present and where the employee may be exposed to the agent through use, handling or otherwise.

The City of St Francis will train employees who may be routinely exposed to infectious agents. This training will include:

- 1) A general explanation of the epidemiology and symptoms of infectious diseases including the hazards to special at-risk employee groups.
- 2) An explanation of the appropriate methods for recognizing tasks and other activities that may involve exposure to infectious agents including blood and other infectious materials.
- 3) An explanation of the chain of infection, or infectious disease process, including agents, reservoirs, modes of escape from reservoirs, modes of transmission, modes of entry into host, and host susceptibility.
- 4) An explanation of the employer's exposure control program.
- 5) An explanation of the use and limitations of methods of control that will prevent or reduce exposure including universal precautions, appropriate engineering controls and work practices, personal protective equipment and housekeeping.
- 6) An explanation of the basis for selection of personal protective equipment, including information on the types, proper use, location, removal, handling, decontamination, and disposal of personal protective equipment.
- 7) An explanation of the proper procedures for cleanup of blood or body fluids.
- 8) An explanation of the recommended immunization practices, including, but not limited to, the HBV vaccine, and the efficacy, safety, and benefits of being vaccinated.
- 9) Procedures to follow if an exposure incident occurs, method of reporting the incident, and information on the post-exposure evaluation and medical follow-up that will be available.
- 10) Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious materials.
- 11) An explanation of the signs, labels, tags, or color-coding used to denote biohazards.
- 12) The location of the regulatory text of this standard and explanation of its contents.

13) The location and contents of other pertinent information that explain the symptoms and effects of each infectious agent that the employee may be exposed to.

NOTE: The Bloodborne Pathogens Program addresses the aspects set forth in the above stated information.

The City of St Francis generally schedules employee right to know training in conjunction with monthly safety meetings. Other sessions will be arranged as needed.

Attendance records and a summary of the items covered in the monthly employee training and information sessions are located at (and may also be found electronically at):

Building	Location
City Hall	23340 Cree St NW, St Francis MN 55070

The following supervisors are responsible for ensuring that employees for the respective department receive training whenever a new hazardous substance is introduced and/or the work situation changes that may increase the level of exposure to any harmful physical agent or infectious agent; and new or transferred employees receive the appropriate training and information specific to their work assignment, prior to beginning that assignment.

Supervisor	Department
Paul Teicher	Public Works.

## **SPECIAL CONSIDERATIONS**

### **Non-Routine and Special Tasks**

The program administrator, in cooperation with the above listed supervisors and Regional Safety Coordinator, will review known physical and health hazards with employees who must do non-routine and special tasks. This instruction will generally occur at the time the work is scheduled. However, in an emergency the review may occur immediately before the work begins.

If appropriate, the instruction will include:

- 1) Identification of the hazardous substance involved.
- 2) Methods of detecting the presence or release of the substances.
- 3) Specific physical and health hazards of the substance involved.
- 4) Measures the employee(s) can take to protect themselves from these hazards such as appropriate work practices, emergency procedures, and proper protective equipment.
- 5) An opportunity for employees to review the material safety data sheets for any of the hazardous chemicals involved.

## CONTRACTORS

Contractors will be notified of the hazardous substances, harmful physical agents and infectious agents they may encounter at the City of St Francis and the protective measures that can be taken to avoid them.

The following supervisors will complete the "Contractor Notification" form and give it to the contractor prior to the work beginning.

Supervisor	Department
Paul Teicher	Public Works

Contractors are required to notify the City of St Francis of any hazardous substance brought onto a city work site and shall provide the city with a material safety data sheet for each chemical. The department supervisor is responsible for obtaining this information and conveying it to any exposed City of St Francis employee.

# FORMS

**City of**  
Employee Right to Know, Contractor Notification Form

**Purpose:**

The Minnesota Employee Right to Know law requires that the above named City of St Francis notify on-site contractors of the hazardous substances, harmful physical agents and/or infectious agents they may encounter at this work place and the appropriate protective equipment necessary to avoid those hazards. This form is to be completed by the Department Supervisor and given to the contractor prior to starting the contracted work in an effort to meet the intent of that law.

**Identification:**

Contractor Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Project Name/Location: \_\_\_\_\_

Department Supervisor/Title: \_\_\_\_\_

The hazardous substances used by the City of St Francis to which the contractor's employees may be exposed are listed on reverse side.

The material safety data sheets for these chemicals can be found at the following location(s):

Building/Office	Location/Contact Person

Acknowledged receipt of this form:

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Municipal City of St Francis Representative

\_\_\_\_\_  
Date





# APPENDIX A

## Approval and Revision History

Complete forms in Excel file and input here.

## **APPENDIX B**

### **Material Safety Data Sheet Checklist**

Each MSDS must contain the following information:

- Product or chemical identity used on the label.
- Manufacturer's name and address.
- Chemical and common names of each hazardous ingredient.
- Name, address and phone number for emergency information.
- Preparation or revision date.
- The hazardous chemical's physical and chemical characteristics (such as vapor pressure and flashpoint).
- Physical hazards, including the potential for fire, explosion and reactivity.
- Known health hazards.
- OSHA permissible exposure limits (PEL), ACGIH Threshold Limit Value (TLV) or other exposure limits.
- Emergency and first-aid procedures.
- Whether OSHA, NTP or IARC lists the ingredients as a carcinogen.
- Precautions for safe handling and use.
- Control measures such as engineering controls, work practices or personal protective equipment.
- Primary routes of entry.
- Procedures for spills, leaks and clean-up.

## APPENDIX C

### Industrial sources of non-ionizing radiation\*

Sources	Uses	Comments
Broadcast	AM Radio FM Radio  VHF TV UHF TV	535-1605 kHz. 88-108 MHz  54-72, 76-88, 174-216 MHz 470-890 MHz
Cathode-ray tubes	Information processing systems such as CRT-based video display terminals; CRT-TV monitors	10-50 kHz
Communications	Fixed systems; troposphere scatter; satellite communication; microwave point-to-point (relay); high-frequency radio.  Mobile systems; CB radios; walkie-talkies	0.8-15 GHz; generally well controlled  27-800 MHz; may produce high field strengths near antennae
Diathermy	Shortwave microwave	13.56 and 27.12 MHz; 915 and 2450MHz; may be continuous wave (CW) or pulsed wave (PW); consider duty cycle and leakage fields.
Dielectric heaters	Seal/emboss plastics; cure glues, resins, particle boards, and panels; bake sand cores; mold appliance covers and auto parts; heat paper products	1-100 MHz; mainly 27.12 MHz; may produce high E and/or H fields
Electronic Equipment	Switching regulator in copying machines, microcomputers, etc.	Usually shielded.
Electronic security systems	Intrusion alarms; theft detection; speed sensors; distance monitor; motion detection	Usually microwave frequencies
Electro-surgical devices	Cauterizing or coagulating tissues	May be CW or PW; solid state or spark-gap design
Hyperthermia	Same frequencies as diathermy	Applicators may be implantable
Induction heaters	Deep hardening; forging; welding; soft soldering; brazing; annealing; tempering metals and semiconductors; heat and draw optical fibers; epitaxial growth; plasma torching	250-500 kHz and ELF; may produce high E and/or H fields
Lasers	Etching/engraving, welding, optical and other medical surgery, communications research	Gas, crystalline liquid and semi-conductor lasers
Microwave heaters (including microwave ovens)	Drying wood, paper, film, inks; thawing, cooking, baking, dehydrating, pasteurizing, and sterilizing foodstuffs; curing plastics; solvent desorption	915 and 2450 MHz
Plasma processors	Chemical milling; nitriding steel; polymerization; modifying polymer surfaces; depositing and hardening coatings and films; etching, cleaning, or stripping photoresist.	0.1-27.12 MHz; consider potential for exposure to plasma gases
Radar	Acquisition and tracking; air and auto traffic control; marine uses; surveillance	1-15 GHz; usually PW
Spectroscopic instruments	Excite emissions from lamps/phototubes used in quantitative analysis	2.45 GHz
Welding	Production of pipe, tube, and beam; spot welding	RF-stabilized; 0.4-100 MHz with harmonics

\* Not all sources shown in this table are in the electromagnetic frequencies covered by ERTK.

## **APPENDIX D**

### **Stress evaluation – heat**

Heat stress may occur year round in areas with heat producing equipment such as in foundries, kitchen, or laundries. In Minnesota, high temperatures and humidity's are common during the summer with daily temperatures routinely varying up to 30 degrees. This variation does not always allow people to become acclimatized and stay acclimatized, thereby increasing the risk of heat stress.

Heat stress results from a combination of internal heat production from doing work and external heat exposure from the environment. Both aspects need to be addressed properly to control heat stress.

Two commonly used instruments to obtain heat stress measurements are the heat stress monitor and a sling psychrometer. The heat stress monitor measures several temperatures simultaneously and accounts for radiant heat and air movement. The sling psychrometer is a much cheaper and simpler device, but does not take into account radiant heat, and air movement must be determined separately.

The measurements obtained from either of these instruments are converted to one value, the wet bulb globe temperature (WBGT), for determining compliance with Minnesota Rules. WBGT is an index of heat stress indicating relative comfort. It considers temperature, humidity and air movement. The calculated value can be then compared to those found in Minnesota Rules 5205.0110, subpart 2a. (see this Appendix).

Minnesota Rules 5205.0110, subpart 2a, is the Minnesota standard for heat exposure. The standard is based on wet bulb globe temperature (WBGT) and level of work activity. Typically, one will determine the WBGT by using a heat stress monitor, or by using a sling psychrometer to obtain effective temperature, then converting effective temperature to WBGT. If the heat stress limit is approached or exceeded, Employee Right to Know requirements specified in Minnesota Rules 5206.0700, subparts 1 and 3, "Training Program for Harmful Physical Agents," and Minnesota Rules 5206.110, "Labeling harmful Physical Agents; Label Content," also apply.

# **APPENDIX E**

## **Sources of information**

This program manual was prepared using information provided by the following sources:

Minnesota Rules and Statutes  
5206.0100 – 5206.2000  
182.

Federal Regulations  
29 CFR 1910.1200  
29 CFR 1910.95 – 1910.97  
29 CFR 1910.1030

Iowa Association of Municipal Utilities

American Industrial Hygiene Association

American Conference of Governmental Industrial Hygienists (ACGIH)

National Institute for Occupational Safety and Health (NIOSH)

National Toxicology Program (NTP)

Minnesota Department of Health – Environmental Health Division

Centers for Disease Control and Prevention

Occupational Safety and Health Administration (OSHA)

## GLOSSARY

**acidosis** – a condition of decreased alkalinity of the blood.

**ACGIH** – American Conference of Governmental Industrial Hygienists, Inc.

**action level** – the exposure level which triggers some but not all requirements in certain OSHA standards.

**acute toxicity** – the adverse effects resulting from a single dose of or exposure to a substance.

**alkali** – any compound having highly basic properties.

**anesthesia** – loss of sensation or feeling.

**asphyxia** – lack of oxygen than thus interference with oxygenation of the blood.

**asphyxiant** – a vapor or gas that can cause unconsciousness or death by suffocation.

**boiling point, BP** – the temperature at which the vapor pressure of a liquid is equal to the surrounding atmospheric pressure.

**BZ** – breathing zone

**carcinogen** – a chemical that has been demonstrated to cause cancer in humans.

**CAS number** (chemical abstract service number) – an assigned number used to identify a material; the numbers have no chemical significance.

**ceiling value, CV** – the concentration that should not be exceeded during any part of the working exposure.

**CFM** (cubic feet per minute) – volume of air flow.

**chemical pneumonitis** – inflammation of the lungs due to chemical irritation.

**CNS** – central nervous system.

**CO** (carbon monoxide) – a colorless, odorless, highly poisonous gas, formed by the incomplete combustion of carbon or carbonaceous material, including gasoline. A chemical asphyxiant, it reduces the blood's ability to carry oxygen.

**CO<sub>2</sub>** (carbon dioxide) – a colorless, odorless, incombustible gas formed during respiration, combustion, and organic decomposition and used in food refrigeration, carbonated beverages, inert atmospheres, fire extinguishers, and aerosols. High concentrations can create hazardous oxygen-deficient environments that can cause asphyxiation.

**combustible** – OSHA defines combustible liquid as any liquid having a flash point at or above 100F (38C), but below 200F (93.3).

**conjunctivitis** – inflammation of the conjunctiva, the delicate membrane that lines the eyelids.

**corrosive** – a chemical that causes visible destruction of or irreversible alterations in living tissue.

**cutaneous** – pertaining to the skin.

**dermal** – used on or applied to the skin.

**dermatitis** – inflammation of the skin.

**dyspnea** – a sense of difficulty in breathing; shortness of breath.

**edema** – an abnormal accumulation of clear, watery fluid in the tissues.

**evaporation rate** – the rate at which a particular material will vaporize from the liquid or solid state to the gas state.

**f/cc** – fibers per cubic centimeter of air.

**flammable** – describes any solid, liquid or gas that will ignite easily and burn rapidly. Has a flash point below 100F (38C).

**flash point** – the lowest temperature at which a flammable liquid gives off sufficient vapors to form an ignitable mixture.

**FPM** (feet per minute) – velocity of air flow.

**grounding** – a safety practice to conduct an electrical charge to the ground.

**hazardous material** – a substance or mixture of substances having properties capable of producing adverse health or safety effects.

**hematuria** – the presence of blood in the urine.

**HEPA** (high-efficiency particulate air purifying) – most efficient mechanical filter commonly available.

**IARC** – International Agency for Research on Cancer.

**IDLH** – immediately dangerous to life and health.

**jaundice** – yellowish discoloration of tissues.

**LC 50** – the lethal concentration of a material in air that on the basis of laboratory tests is expected to kill 50 percent of a group of test animals.

**LD 50** – the lowest published lethal dose that will kill 50 percent of a group of test animals.

**LEL** (lower explosive limit) – refers to the lowest concentration of gas or vapor that will burn or explode if an ignition source is present.

**LFM or lfm** (linear feet per minute) – velocity of air flow.

**mg/m<sup>3</sup>** – milligrams of material per cubic meter of air.

**MSDS** – material safety data sheet

**mutagen** – a chemical or physical agent that induces genetic mutations.

**narcosis** – stupor or unconsciousness produced by a narcotic drug or chemical.

**NFPA** – National Fire Protection Association

**NIOSH** – National Institute for Occupational Safety and Health

**NTP** – National Toxicology Program

**odor threshold** – the lowest concentration of a material's vapor in air that can be detected by smell.

**particulate** – small, separate pieces of an airborne material.

**peak** – maximum instantaneous allowable exposure for hazardous substances.

**PEL** (permissible exposure limit) – an exposure limit established by OSHA.

**pH** – the value that represents the acidity or alkalinity of an aqueous solution [pH 7 = neutral; pH 0 = strong acid; pH 14 = strong alkaline.]

**ppb** (parts per billion) – parts of material per billion parts of air.

**ppm** (parts per million) – parts of material per million parts of air.

**psychotropic** – acting on the mind.

**pulmonary edema** – fluid in the lungs.

**pyrophoric** – a material that will ignite spontaneously in air below 130F (54C).

**Reactivity** – a description of the tendency of a substance to undergo chemical reaction either by itself or with other materials with the release of energy.

**reproduction health hazard** – any agent that has a harmful effect on the adult male or female reproductive system of the developing fetus or child.

**sensitization** – an immune-response reaction state in which further exposure elicits an immune or allergic response.

**silicosis** – a condition of massive fibrosis of the lungs causing shortness of breath.

**skin** – notation used to indicate possible exposure to a chemical by absorption through the skin.

**specific gravity** –

**STEL** – short term exposure limit.

**subcutaneous** – beneath the skin.

**target organ effects** – chemically caused effects upon specifically listed organs and systems.

**teratogen** – an agent or substance that caused physical defects in developing embryo.

**TLV** (threshold limit value) – a term established by ACGIH to express the airborne concentration of a material to which nearly all workers can be exposed day after day without adverse effects.

**TWA** (time-weighted average) – the expression for average exposure which accounts for fluctuating levels during a given time period.

**UEL** (upper explosive limit) – the highest concentration of a material in air that will produce an explosion.

**unstable** – tending toward decomposition or other unwanted chemical change during normal handling or storage.

**vapor density** – the weight of a vapor or gas compared to the equal volume of air.

**vapor pressure** –

**vertigo** – a feeling of revolving in space; dizziness, giddiness.

**viscosity** – measurement of the flow properties of a material.

**water reactive** – a chemical that releases a hazardous gas, often violently, upon contact with water.

## AGENDA REPORT

**TO:** City Administrator

**FROM:** Public Works Director

**SUBJECT:** Pilot Project Rink Management

**DATE:** 12-3-12

**INTRODUCTION:** This ice season we are attempting to modify our Pilot Project from last year. We are attempting to accomplish two goals; 1. Follow Council direction to reduce our operation and maintenance budget for our parks. 2. Continue to manage overtime while maintaining the highest quality standard for snow and ice removal on our City streets.

**BACKGROUND:** Last year, the warm weather prevented us from opening the skating rink. We attempted several times to make ice but the warm weather melted it away at which point Council gave direction to close the rink for the season rather than waste any more man hours fighting mother nature. This season we again have The St Francis Home Run Club, a Insured Local Non Profit Charitable Organization that would like to manage the warming house, provide rink attendants, care for the rinks/facility, provide snow removal for the facility for a fee and provide snack vending with a small portion of the proceeds coming back to the City to cover any additional cost we may incur. Our Public Works Team will work with the organization to flood and maintain the ice. We are proposing a 41 day season. This will run from 12-22-2012 to 1-31-2013, weather permitting. The shortened season will serve two purposes; reduce the budget impact by about \$6,000.00 and allow ice making to happen during what should be the "optimum weather period", thus further reducing the amount of man hours it will take to make and maintain the ice. Of course, only if the weather permits.

**RECOMMENDATION:** A motion to authorize the Mayor to sign Management Agreement entering the City into a contract with The St Francis Home Run Club to manage the outdoor Ice Skating Facility.

**BUDGET IMPACT:** The payment the Home Run Club would receive is approximately \$6,000.00 weather permitting. This is based on a 41 day season (12-22-2012 to 1-31-2012). This would be paid out of our Parks operation and maintenance budget.

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Attachments:

1. Management Agreement

## MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT is made and entered into this 3rd day of December, 2012, by and between the City of St. Francis, a Minnesota municipal corporation (the "City"), and St Francis Homerun Club, a Minnesota Nonprofit 501 C3 Charitable Organization (the "Contractor").

WHEREAS, Contractor is in the business of providing management services at recreational facilities including ice arenas and outdoor skating rinks; and

WHEREAS, the City desires to retain the services of Contractor to manage its outdoor skating rinks.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. MANAGEMENT SERVICES. The City hereby retains Contractor to provide management services at the City's outdoor skating rinks. In connection with the foregoing, Contractor shall be responsible for the following:
  - (A) Contractor shall provide all operational staff and shall be exclusively responsible for the management of such personnel and the payment of all wages and withholdings in connection therewith. Contractor shall provide site-specific training to all staff members with a focus on providing excellent customer service.
  - (B) Contractor shall maintain all ice surfaces and keep the same free from snow and debris.
  - (C) Contractor shall keep all walkways free from ice and snow.
  - (D) Contractor shall clean and maintain the interior of the warming house and provide all supplies in connection therewith. Contractor's duties shall include, without limitation, vacuuming, cleaning bathrooms, cleaning windows, restocking toilet paper, hand soap, and hand towels, and providing basic first aid supplies.
  - (E) Contractor shall keep all outdoor areas free from trash and debris.
  - (F) Contractor shall ensure that all City ordinances, rules, and regulations are followed and enforced.
  - (G) Contractor shall ensure that the ice rinks are used only by members of the public and for no private purpose or event without the City's prior written consent.
  - (H) Contractor shall immediately notify the City in the event repairs are required to any building, equipment, or area.

- (I) Contractor shall secure all buildings and equipment when not in use and will be liable for any damages, thefts or other costs resulting from the failure to properly secure any building or equipment.
- (J) Contractor shall manage and take full responsibility for all concession activities, including obtaining all necessary licenses and permits and providing all concession merchandise and supplies. On a monthly basis, Contractor shall provide the City with a written report showing concession revenues, product costs, and the gross margin for each month. Along with such report, Contractor shall pay the City an amount equal to ten percent (10%) of the gross margin shown on such report. Contractor shall be entitled to retain the balance of concession proceeds, which amounts shall be in addition to the Management Fee paid hereunder.
- (K) Contractor shall ensure that any costs incurred in connection with the maintenance or operation of the ice rinks, above and beyond the Management Fee, are within budgeted amounts or otherwise approved in advance by the City.

2. CITY RESPONSIBILITIES. Notwithstanding any language in this Agreement to the Contrary, the City shall be responsible for the following:

- (A) The City shall perform all building and grounds repairs.
- (B) The City shall plow all parking areas.
- (C) The City shall provide basic utilities, including water, sewer, garbage, and local phone service (no long distance).
- (D) The City shall provide one (1) handicapped-accessible toilet (mini-biff) and shall be responsible for cleaning and maintaining the same.
- (E) The City shall provide blue hand towel service.
- (F) The City's Public Works Department shall work with the Contractor to make ice for the purpose of skating as weather and time permits. The Contractor must have all snow and debris removed from the ice surface before City Staff will attempt to make ice.

3. MANAGEMENT FEE.

- (A) For all services provided pursuant to this Agreement, the City shall pay Contractor the sum of One Hundred forty four and 58/100 Dollars (\$144.58) per day (the "Management Fee").
- (B) Contractor acknowledges and agrees that the Management Fee shall constitute Contractor's entire compensation hereunder. All expenses of every kind incurred by Contractor in its performance under this Agreement shall be the sole responsibility of and be promptly paid by Contractor.

- (C) All keys, property, and equipment must be returned by Contractor and a final inspection/inventory of the property must be performed by the City prior to the payment of the final installment of the Management Fee.

4. TERM. The term of this Agreement will be for the duration of the 2012-2013 ice skating season, which is anticipated to run approximately 41 days from December 22, 2012, through January 31, 2013, weather permitting. Notwithstanding the foregoing, this Agreement may be terminated at any time:

- (A) Upon the mutual written agreement of the parties;
- (B) By the City in the event the Contractor fails to fully and satisfactorily perform in accordance with the terms and conditions of this Agreement; provided, the City must provide Contractor with written notice and ten (10) days to correct the failure prior to termination.
- (C) By the City, immediately and without prior notice, in the event Contractor (i) files bankruptcy or becomes insolvent, (ii) sells all or substantially all of its assets, or (iii) dissolves or files a notice of intent to dissolve.

5. CONTRACTOR'S REPRESENTATIONS. In order to induce the City to enter into this Agreement, Contractor makes the following representations to the City:

- (A) The Contractor has visited the City's outdoor ice skating rinks and has had the opportunity to become familiar with and is satisfied as to the conditions that may affect its ability to perform under this Agreement.
- (B) The Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect its ability to perform under this Agreement.

6. INDEPENDENT CONTRACTOR STATUS. Contractor shall perform under this Agreement as an independent contractor and nothing contained herein is intended or shall be construed to make or constitute Contractor as the agent, employee, partner, joint venturer, or representative of the City, but rather Contractor shall act and perform hereunder according to its own means and methods, which means and methods shall at all times be under its exclusive charge and control.

7. INSURANCE. During the term of this Agreement, Contractor will maintain the following insurance: (1) commercial general liability insurance with coverage in the minimum coverage amount of \$1,000,000 per occurrence; and (2) workers compensation insurance. All policies of insurance shall name the City as an additional insured and shall require the insurance provider to provide the City with written notice at least thirty (30) days prior to any reduction or termination of such insurance coverage. Upon the execution of this Agreement, and any time thereafter upon demand of the City, Contractor shall provide a certificate of insurance showing the required coverage.

8. INDEMNIFICATION. Contractor shall defend, hold harmless and indemnify the City from and against any claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of the activities of Contractor (and its employees, officers, agents, and representatives) during the term of this Agreement, whether such activities were rendered pursuant to this Agreement or otherwise.

9. REMEDIES. In the event of the breach of this Agreement by Contractor, the City shall be entitled to seek all remedies available at law, in equity, or otherwise. Contractor shall pay the City's costs and expenses, including reasonable attorneys' fees, incurred by the City in order to enforce this Agreement. Contractor expressly agrees that any remedies available to the City are cumulative and in no way exclusive. The seeking or exercising by the City of a particular remedy does not constitute a waiver or relinquishment by the City of its right to seek or exercise any other remedy available to it at law, in equity, or otherwise.

10. MISCELLANEOUS.

- (A) Governing Law. This Agreement has been executed in the State of Minnesota and shall be governed by the laws of said state, without regard to the conflict of laws rules thereof.
- (B) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no warranties, representations or agreements among the parties in connection with the subject matter hereof, except as set forth or referred to herein.
- (C) Amendment. No amendment or modification of this Agreement shall be deemed effective unless made in writing and signed by both parties.
- (D) Waiver. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.
- (E) Assignment. Except as otherwise provided for herein, no party may assign this Agreement without the consent of the other party. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective transferees, successors and permitted assigns.
- (F) Severability. In the event any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such provision will be deemed stricken. The remaining provisions of this Agreement will continue to be valid and binding and the Agreement will be reformed to replace the stricken provision with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- (G) Captions and Headings. The captions and paragraph headings used in this Agreement are for convenience of reference only, and shall not affect the construction or interpretation of this Agreement or any of the provisions thereof.
- (H) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Agreement as of the date first above written.

**CITY:**

CITY OF ST. FRANCIS

**CONTRACTOR:**

ST FRANCIS HOMERUN CLUB

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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## AGENDA REPORT

**TO:** City Administrator  
**FROM:** Barb Held, City Clerk   
**SUBJECT:** Joint Powers Agreement with Anoka County for Election Expenses  
**DATE:** November 29, 2012

### INTRODUCTION

The cities and Anoka County Election Department have been working for the last two years to implement new software and the discussion of new equipment.

### BACKGROUND

The current voting equipment was purchased in 2000. The cities were required to purchase the ballot counters and ballot boxes. With this agreement Anoka County would purchase the equipment and the cities would pay an annual fee to the County. The proposed fee will be based on actual (and defined) capital and operating costs of the voting equipment system with cities paying 30% of the total cost and schools paying 15%, leaving the county with the responsibility for 55% of the total cost. Within the 30% of the cities cost, each individual city would be charged a percentage based upon our population at the time of the 2010 census. St. Francis' percentage would be 2.18%. The approximate cost of the election equipment can be found on the spreadsheet provide by Anoka County. The approximate total cost to St. Francis is \$16,295 spread out over ten years. The Anoka County Board met November 27, 2012 and recommended one change to be included in the motion. That is to also allow for administrative approval of non-substantive changes to the agreement. I did talk to Scott Lepak, our City Attorney regarding this change and he was fine with it.

### RECOMMENDATION

A motion would be in order to approve the Joint Powers Agreement between Anoka County and the Municipalities, Townships and School District in Anoka County to allocate cost for Election Expenses also allows for administrative approval of non-substantive changes.

### BUDGET IMPACT

The City has been placing money aside in the Capital Improvement Plan for a number of years, knowing that our voting equipment would need to be replaced.

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Attachments:

1. NONE



## ANOKA COUNTY ELECTIONS AND VOTER REGISTRATION

325 East Main Street

Anoka MN 55303

(763) 323-5275

(763) 422-7526 (fax)

[elections@co.anoka.mn.us](mailto:elections@co.anoka.mn.us)

### MEMORANDUM

**TO:** Anoka County Management Committee  
**FROM:** Cindy Reichert, Anoka County Elections Manager  
**SUBJECT:** Joint Powers Agreement for Conduct of Elections  
**DATE:** November 13, 2012

A voting equipment system is comprised of many components that work together to define ballots, cast and count votes, report, transmit, and display election results, and produce election audit information. The system includes ballot counters, ballot boxes, ADA compliant ballot markers, various software and hardware programs, servers, modems, and other ancillary system components.

The system currently in use in all precincts of Anoka County is the "Accuvote Precinct Optical Scan System" purchased in 2000 from Global Election Systems. That purchase was based on a shared ownership model and required each city in Anoka County to purchase ballot counters and ballot boxes for use in the city voting precincts. The County also purchased several ballot counters to use as back-ups should any of the city-owned equipment need replacement, and has since purchased several reconditioned ballot counters to ensure successful operation of elections through calendar year 2012. The county has continually maintained responsibility for components used county-wide, like system software, servers, and modems.

The time has come to replace the system. The equipment and its software run in a DOS platform that is no longer supported, and new units and parts are no longer available in the marketplace. The most unstable component is our system server which also operates on a DOS platform. That server cannot be replaced and the software that drives the system will not run in a more modern environment. It is imperative that the entire voting equipment system be replaced at the earliest opportunity.

Anoka County has been working toward a complete system replacement scheduled for early 2013. Our staff has collaborated with Election Managers of several other MN Counties, and with the Office of the Secretary of State to determine our needs and options. We've also procured grant funds issued through the Help America Vote Act to partially offset the cost of the replacement. Changes in election law, technology and equipment certification standards have affected not only the technology we use, but the business model of system vendors. As a result, costs have risen considerably.

Our planning has required us to consider many factors and we've worked to engage our partner cities and school districts in discussion. The result is a proposal to enter into a Joint Powers Agreement which addresses not only the equipment purchase itself, but also establishes a model for delivery of election services within our county.

#### Process for Proposal Development

In 2010 County election staff organized the "ACE Work Group" comprised of city and school district election administrators. Together we performed a systematic examination of the processes, responsibilities and

obligations of each party to Anoka County's election system. We looked at administrative and technical processes, discussed how election services could be delivered in the most logical and cost-effective way, and implemented organizational and procedural improvements in our precincts and respective offices. Throughout the study and planning process the following basic premises were considered by our participants:

- The electoral process is the bedrock of democracy and must be administered with the utmost level of professionalism and integrity
- Government should provide necessary services in an efficient and effective manner at the lowest possible cost
- Solutions developed must ease administrative burden and control the cost of services
- The division of duties between county and local governmental units must be logical and effective
- System security and legal defensibility must be maintained
- Cost-sharing models to support the voting system must be equitable for all parties

We also developed a cost sharing proposal for the next equipment purchase that goes beyond the initial capital purchase and provides on-going support to ensure the future integrity of the system.

Following development of the ACE Work Group proposal, the "Anoka County Voting Equipment Task Force" was convened. This group, comprised of city and school administrators and board members, has met twice in 2012 to review, discuss, and adjust the plan. We are now ready to propose its adoption.

#### **Proposed Multi-Jurisdiction Election Agreement**

**The ACE Workgroup and Anoka County Voting Equipment Task Force are recommending adoption of an agreement between election jurisdictions in Anoka County that establishes Anoka County as the sole owner of the voting equipment system and calls for an annual fee to be paid to the county by cities and school districts to supplement system costs.**

The model used for our last system purchase separated ownership of the system into various pieces and parts, and did not address issues related to the system as a whole such as maintenance, required software and hardware upgrades, and replacement of non-functioning units. Establishing Anoka County as sole owner allows us to more effectively manage the vendor contracts and administrative tasks that apply county-wide.

Rather than transferring ownership of individual components to our cities and schools, the county would collect a fee to supplement system costs. The proposed fee will be based on actual (and defined) capital and operating costs of the voting equipment system with cities paying 30% of the total cost and schools paying 15%, leaving the county with responsibility for 55% of the total cost. Within those percentages, the cost to each individual city and school district will be based upon their population at the time of the 2010 census.

**We are also recommending that the agreement include provisions to address other election duties and responsibilities.**

Statutes require the Office of the Secretary of State to develop a cost sharing plan for jurisdictions that share the same ballot. That plan allows cities to invoice school districts according to a complex formula for services that are not well defined. Jurisdictions can choose to use either the OSS cost sharing plan or share costs according to a negotiated agreement, *as long as that agreement addresses all expenses included in the OSS plan.*

Our recommendation is to include language in our agreement that addresses each election duty spelled out in the OSS cost sharing plan. Both cities and schools would contribute their share to the county-wide system via

the annual fee outlined above. The contribution of 15% of the total cost of the election system from schools effectively reduces the amount cities would be responsible for from 45% to 30%. In turn, cities would be prohibited from invoicing the schools for the "other election costs" specified in the agreement. This formula recognizes each party's statutory obligation to share costs, simplifies the fee structure, eliminates the flurry of potentially disparate invoices, and allows all parties to plan for a relatively stable budget expenditure each year.

### **2013 Voting Equipment Purchase**

Instability in the marketplace has led to a crisis in development and manufacturing of voting equipment in the United States. New laws were put into place with the adoption of the Help America Vote Act and a new federal agency, the Election Assistance Commission (EAC), was created to oversee voting equipment certification and distribution of federal grants for voting equipment replacement. That agency proved ineffectual and certification of equipment was at a near stand-still for several years. In the meantime, a series of corporate acquisitions left just a handful of vendors in business, seriously reducing competition.

As a result, Minnesota (which requires all voting equipment to meet federal certification standards) has not certified "next generation" voting equipment. We are currently in a certification application blackout time period that will lift on December 1, 2012. We expect to see applications to our state from at least two voting equipment manufacturers within the next few weeks. Once our choices have been established we must act quickly to make the purchase so that our new system can be fully operational in time for the fall 2013 local elections. Deployment of the system for 2013 local elections is highly desirable so that election administrators, poll workers, and voters can become familiar with the system well in advance of the State General Election of 2014.

### **Purchase and Agreement Approval Timeline**

Timing of the certification and subsequent equipment purchase affects our agreement approval timeline. Though our cities and schools have expressed agreement in concept, specific system costs will not be known until early 2013. In the meantime, detailed estimates have been prepared and forwarded to each city and school district in Anoka County to include in their 2013 budget.

Members of the Anoka County Board of Commissioners have been consulted throughout the process and are supportive of the efforts and recommendation made by the Work Group and Task Force. The County budget has also been structured to incorporate all elements of the equipment purchase and cost-sharing proposal.

The contract itself has been reviewed by Task Force members and received unanimous approval at the Management Committee of the Anoka County Board on Monday, November 13<sup>th</sup>. Full board approval is expected on November 27<sup>th</sup>. The Anoka County Elections Manager is scheduled to attend several city/school meetings and work sessions to answer questions and address concerns during the months of November and December and we hope to have approval by all parties to the agreement no later than December 31, 2012.

**Attachments:** Draft Agreement

**Anoka County Contract No. 2012- \_\_\_\_\_**  
**JOINT POWERS AGREEMENT BETWEEN**  
**ANOKA COUNTY AND THE MUNICIPALITIES, TOWNSHIPS AND SCHOOL DISTRICTS**  
**IN ANOKA COUNTY**  
**TO ALLOCATE COSTS FOR ELECTION EXPENSES**

This is a joint Powers Agreement (“JPA”) between the County of Anoka (“County”) and THE MUNICIPALITIES, TOWNSHIPS AND SCHOOL DISTRICTS IN ANOKA COUNTY (“Governmental Entities”) entered into pursuant to Minn. Stat. § 471.59, for the purchase, maintenance and use of election equipment, including conducting elections, by the County on behalf of the County and the Governmental Entities.

**Section 1**  
**Term**

1. This JPA shall be in effect for a four year term, beginning January 1, 2013 until December 31, 2016, subject to automatic renewal on January 1 of each subsequent calendar year beginning January 1, 2017.

**Section 2**  
**Contract Termination**

2. During the initial four year term, this JPA may only be terminated by written agreement of the County with the effected Governmental Entity. Beginning January 1, 2017, a Governmental Entity’s participation in this agreement may be terminated by that Governmental Entity providing written notice to the remaining parties no later than June 1 of any year, effective on January 1 of the following year.

Upon termination of the agreement, all right title and interest in any election equipment purchased by the County under the terms of this agreement for use by the Governmental Entity shall remain with the County. Any Governmental Entity withdrawing from this agreement assumes all costs, responsibilities and liabilities related to the purchase, maintenance and use of voting equipment in the conduct of elections in that jurisdiction. Any amounts of the Governmental Entity’s share of the of the initial cost of procurement of the Voting Equipment System and their proportional share of any other costs incurred by the County on their behalf that remain unpaid as of the date of termination shall become immediately due and payable by the Governmental Entity to the County.

**Section 3**  
**Voting Equipment System Definition**

3. For purposes of this agreement, the Anoka County Voting Equipment System means a system in which the voter records votes by means of marking a ballot, so that votes may be counted by automatic tabulating equipment in the polling place where the ballot is cast or at a counting center. An electronic voting system includes automatic tabulating equipment; non-electronic ballot markers; electronic ballot markers, including electronic ballot display, audio ballot reader, and devices by which the voter will register the voter's voting intent; software used to program automatic tabulators and layout ballots; computer programs used to accumulate precinct results; ballots; system documentation; and system testing as well as software used to manage the

assignment, deployment, chain of custody, and associated logistical operations of said equipment in Anoka County.

#### **Section 4 Applicability**

4. This agreement, and the use of the Voting Equipment System defined herein, between the County and the Governmental Entities is applicable for any election at which offices or questions for the following categories are voted on:

Category A: Federal Offices  
State Offices or Constitutional Amendments  
Judicial Offices  
County Offices or Ballot Questions  
Soil and Water District Offices or Ballot Questions

Category B: Municipal (Township) Offices or Ballot Questions

Category C: School District Offices or Ballot Questions

Category D: Hospital District Offices or Ballot Questions

#### **Section 5 County Responsibilities**

5. Except as otherwise provided in this contract or required by statute or state or federal rule, the County shall be responsible for preparing the specifications for the purchase and maintenance of the Voting Equipment System as defined herein and for the purchase and maintenance of the system, including making all payments and expenditures for capital and on-going operating costs related to the voting equipment system. In addition, for all Category A, B, C and D Elections, Anoka County shall:
- 5.1. Perform voting equipment system programming including ballots, ballot counters, ballot markers, and other components of the voting equipment system used to mark, count, record or report election returns and statistics.
  - 5.2. Perform programming and testing of the State Election Reporting System interface, subject to policies of the State.
  - 5.3. Program and develop a voting equipment testing plan for each election according to statutory requirements.
  - 5.4. Provide ballot design and layout services, and arrange for the printing of ballots to be used in the elections.

#### **Section 6 Governmental Entities' Responsibilities**

6. Except as otherwise provided in this contract, each individual Governmental Entity shall be responsible for and shall perform all duties and assume all costs associated with the production of test decks, and conduct of pre-election and post-election tests and audits of

precinct voting equipment for each election and shall utilize county provided software, as determined necessary by the County, to track the testing, assignment, deployment, chain of custody, and associated logistical operations of said equipment in Anoka County, as follows:

6.1. When Category A and/or B or D offices or questions appear on the ballot:

- 6.1.1. The municipality shall be responsible for and assume all costs associated with the production of test decks, and conduct of pre-election and post-election tests and audits of precinct voting equipment for all elections which include a Category A and/or B or D office or question.
- 6.1.2. The municipality shall assume all costs required to arrange for the use of polling places in the manner required by the Minnesota election law, for ensuring the physical set up of rooms and furnishings are conducive to the voting process, and for ensuring that all necessary equipment and supplies are delivered to the polling place for use on Election Day.
- 6.1.3. The municipality shall assume all costs related to picking up ballots, supplies and equipment from the Anoka County Elections and Voter Registration Office in Anoka and other storage locations that may be arranged from time to time, and transporting them to and from the polling place.
- 6.1.4. The municipality shall assume all costs related to issuing, receiving and processing absentee ballots cast by in-person absentee voters in that municipality including procurement and preparation of physical spaces, equipment, and staff needed to administer the process, and costs for delivery of voted ballots to the Anoka County Central Count Absentee Precinct.
- 6.1.5. The municipality shall assume all costs related to recruiting, hiring, and paying Election Judges for all hours served including, training, testing, election day assignments, and any other work assignments associated with the election.

6.2. When only Category C offices or questions appear on the ballot:

- 6.2.1. The School District shall be responsible and shall assume all costs associated with the production of test decks, and conduct of pre-election and post-election tests and audits of precinct voting equipment for all elections which include only Category C offices or questions.
- 6.2.2. The school district shall assume all costs required to arrange for the use of polling places in the manner required by law, for ensuring the physical set up of rooms and furnishings are conducive to the voting process, and for ensuring that all necessary equipment and supplies are delivered to the polling place for use on Election Day.
- 6.2.3. The school district shall assume all costs related to picking up ballots, supplies and equipment from the Anoka County Elections and Voter Registration Office in Anoka and other storage locations that may be arranged from time to time, and transporting them to and from the polling place.

6.2.4. The school district shall assume all costs related to issuing, receiving and processing absentee ballots cast by in-person absentee voters in the school district including procurement and preparation of physical spaces, equipment, and staff needed to administer the process, and costs for delivery of voted ballots to the Anoka County Central Count Absentee Precinct.

6.2.5. The school district shall assume all costs related to recruiting, hiring, and paying Election Judges for all hours served including, training, testing, election day assignments, and any other work assignments associated with the election.

## **Section 7**

### **Allocation of Election Expenses**

7. Except as already specifically provided for herein, the Voting Equipment System procurement, maintenance and support cost shall be divided between the county, its municipalities, and school districts as follows:

7.1. The County shall incur 55% of the actual cost of procurement, operation and maintenance of the system over the duration of this contract.

7.2. Municipalities located wholly or in part in Anoka County shall, collectively, incur 30% of the actual cost of procurement, operation and maintenance of the system over the duration of this contract.

7.3. School Districts located wholly or in part in Anoka County shall incur 15% of the actual cost of procurement, operation and maintenance of the system over the duration of this contract.

7.4. Anoka County shall make all payments and expenditures for capital and on-going operating and maintenance costs related to the system throughout the duration of this contract.

7.5. The annual fee for each jurisdiction shall be established as follows:

7.5.1. Each individual municipality shall pay a fee equal to that percentage of the total Anoka County population residing in that municipality at the time of the 2010 census multiplied by the municipal share (30%) of the actual cost of procurement (prorated over ten annual installments), plus the actual cost of operation and maintenance of the system, as solely determined by the County, calculated annually throughout the duration of the contract

7.5.2. Each individual school district shall pay a fee equal to that percentage of the total Anoka County population residing in that school district at the time of the 2010 census multiplied by the school district share (15%) of the actual cost of procurement (prorated over ten annual installments), plus the actual cost of operation and maintenance of the system, as solely determined by the County, calculated annually throughout the duration of the contract.

7.5.3. Each Governmental Entity shall be invoiced annually on June 1 for each calendar year of the agreement for the above referenced fees. Said fees shall be due and payable within thirty (30) calendar days of invoicing.

7.5.4. The Governmental Entities hereby agree that they will not reallocate any of the costs incurred herein.

7.6. For each governmental entity, the County shall determine that proportion of the ballot devoted to offices and questions for that entity as a percentage of the total number of column inches on the ballot, and provide an invoice to the governmental entity for that share of the cost of ballot printing, paper and normal delivery charges.

7.7. The County shall pay the cost of postage for all domestic mailed absentee ballots cast in the county and absentee ballots cast under the Uniformed Overseas Citizens Absentee Voting Act (UOCAVA) except those absentee postage costs incurred by Municipalities designated to administer absentee voting laws under M.S. 203B.05.

### **Section 8 Documentation of Election Expenses**

8. Documentation of actual expenditures as required by the County is required for the allocation of election expenses pursuant to this agreement. Invoices or billing statements are acceptable documentation for goods or services purchased for vendors.

### **Section 9 Ownership**

9. The Governmental Entities acknowledge that the County owns the Voting Equipment System and that the Governmental Entities are authorized to use said Voting Equipment System for official election related purposes. Use of the Voting Equipment System by the Governmental Entities for any other purpose is strictly prohibited absent express written consent of the County. The Governmental Entities hereby acknowledge and agree that the Voting Equipment System may contain proprietary and trade secret information that is owned by a third party and is protected under federal copyright law or other laws, rules, regulations and decisions. The Governmental Entities shall protect and maintain the proprietary and trade secret status of the Voting Equipment System in their possession.

### **Section 10 Handling Of Equipment and Insurance**

10. Each municipality shall be responsible for storage of elections equipment assigned by the county to that municipality. Municipalities shall make all necessary elections equipment in its possession available to other entities as directed by the county.

Each Governmental Entity acknowledges that it shall be responsible for the Voting Equipment System while it is in the Governmental Entity's custody. Each Governmental Entity, either through insurance or a self-insurance program, shall be responsible for all costs, fees, damages and expenses including but not limited to personal injury, storage, damage, repair and/or replacement of the Voting Equipment System while it's in the

Governmental Entity's custody and this contract is in effect unless such costs, fees, damages and expenses are then currently covered under a manufacturer warranty covering said equipment. The Governmental Entities shall be responsible for, provide coverage for and shall provide proof of general liability and worker's compensating insurance (Hold Harmless Agreement) for all individuals providing services required by this contract. In addition to the foregoing, the Governmental Entities shall, during the term of this contract, maintain, through commercially available insurance or on a self-insured basis, property insurance coverage on all of the voting systems used or intended for use in this agreement to cover all repairs or replacement of the voting equipment if damaged or stolen. The Governmental Entities are responsible for any deductible under their policy.

### **Section 11 Independent Contractor**

11. It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County or the Governmental Entities as the employee of the other entity for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the Governmental Entities. From any amounts due the County, there shall be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law.

### **Section 12 Data Practices**

12. All data created, collected, received, maintained, or disseminated for any purpose in the course of this contract is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

### **Section 13 No Waiver**

13. No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof unless the same is consented to in writing. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be observed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity, or otherwise.

### **Section 14 Governing Law**

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**Section 15**  
**Entire Agreement**

15. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof and hereby rescinds and replace all prior Agreements with the respective Governmental Entities with this Agreement. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

**Section 16**  
**No Assignment**

16. Neither party shall assign, sublet or transfer this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempt to do so shall be void and of no force and effect.

**Section 17**  
**No Warranty**

17. The Governmental Entities agree that the County is furnishing the Voting Equipment System on an "as is" basis, without representation or any express or implied warranties, other than those provided by any maintenance agreement entered into by the County for the maintenance of the Voting Equipment System, including but not limited to, fitness for particular purpose, merchantability or the accuracy and completeness of the Voting Equipment System.

The Governmental Entity's exclusive remedy and the County's sole liability for any substantial defect which impairs the use of the Voting Equipment System for the purposes stated herein shall be the right to terminate this agreement.

The County does not warrant that the Election Voting Equipment System will be error free.

The County disclaims any other warranties, express or implied, respecting this agreement or the Voting Equipment System.

In no event shall the County be liable for actual, direct, indirect, special, incidental, consequential damages (even if the County has been advised of the possibility of such damage) or loss of profit, loss of business or any other financial loss or any other damage arising out of performance or failure of performance of this Agreement by the County. Except as otherwise specifically provided for in this agreement, County and the Governmental Entities agree each will be responsible for their own acts and omissions under this Agreement and the results thereof and shall to the extent authorized by law defend, indemnify and hold harmless the other party for such acts. Each party shall not be responsible for the acts, errors or omissions of any other party under the Agreement and the results thereof. The parties' respective liabilities shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This paragraph shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this Agreement. Nothing in this Agreement

constitutes a waiver by the Governmental Entities or County of any statutory or common law defenses, immunities, or limits on liability.

**Section 18  
Notice**

18. Any notice or demand shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

To the Governmental Entity: To the person and address designated by each Governmental Entity in writing.

To the County:           Anoka County Administrator  
**ADDRESS**

Copy to:                 Anoka County Elections Manager  
**ADDRESS**

**Section 19  
Audit Provision**

19. Both parties agree that either party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other party and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.

**Section 20  
Survival of Provisions**

20. It is expressly understood and agreed that the obligations and warranties of the Governmental Entity and County hereof shall survive the completion of performance and termination or cancellation of this Agreement.

**Section 21  
Authority**

21. The person or persons executing this Joint Powers Agreement on behalf of the Governmental Entity and County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the Governmental Entity and the County and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

(Rest of page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

**COUNTY OF ANOKA**

By: \_\_\_\_\_  
Rhonda Sivarajah, Chair,  
Anoka County Board of Commissioners

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jerry Soma,  
Anoka County Administrator

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Thomas Haluska  
Assistant Anoka County Attorney

Dated: \_\_\_\_\_

**CITY OF \*\*\***

By: \_\_\_\_\_  
\*\*\*\*, Its Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
\*\*\*, Its City Clerk

Dated: \_\_\_\_\_

\*\*\* SCHOOL DISTRICT \*\*\*

By: \_\_\_\_\_  
\*\*\*\*, Its Superintendent

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
\*\*\*, Its \*\*\*

Dated: \_\_\_\_\_

City	2010 Census Population	Proportion of Population	System Support Fee										Total 10 Year Contribution	Purchase 2000				
			Year 2013	Year 2014	Year 2015	Year 2016	Year 2017	Year 2018	Year 2019	Year 2020	Year 2021	Year 2022						
Andover	30,587	9.25%	\$ 4,478	\$ 6,729	\$ 6,822	\$ 6,945	\$ 7,042	\$ 7,171	\$ 7,273	\$ 7,409	\$ 7,516	\$ 7,658	\$ 7,813	\$ 7,974	\$ 8,141	\$ 83,147	\$ 69,044	\$ 43,773
Anoka	17,153	5.18%	\$ 2,511	\$ 3,774	\$ 3,826	\$ 3,895	\$ 3,949	\$ 4,021	\$ 4,079	\$ 4,155	\$ 4,215	\$ 4,285	\$ 4,355	\$ 4,425	\$ 4,495	\$ 45,811	\$ 38,719	\$ 33,748
Bethel	488	0.15%	\$ 71	\$ 107	\$ 109	\$ 111	\$ 112	\$ 114	\$ 116	\$ 118	\$ 120	\$ 122	\$ 124	\$ 126	\$ 128	\$ 1,102	\$ -	\$ -
Blaine	57,186	17.28%	\$ 8,372	\$ 12,581	\$ 12,755	\$ 12,984	\$ 13,166	\$ 13,407	\$ 13,599	\$ 13,851	\$ 14,053	\$ 14,318	\$ 14,583	\$ 14,848	\$ 15,113	\$ 129,086	\$ 129,086	\$ 94,665
Chrville	3,792	1.15%	\$ 565	\$ 834	\$ 846	\$ 861	\$ 873	\$ 889	\$ 902	\$ 918	\$ 932	\$ 949	\$ 962	\$ 979	\$ 992	\$ 8,560	\$ 8,560	\$ 4,218
Cir Pines	4,918	1.49%	\$ 720	\$ 1,082	\$ 1,097	\$ 1,117	\$ 1,132	\$ 1,153	\$ 1,169	\$ 1,189	\$ 1,191	\$ 1,209	\$ 1,228	\$ 1,248	\$ 1,261	\$ 11,101	\$ 11,101	\$ 8,437
Col Hgts	19,486	5.89%	\$ 2,853	\$ 4,287	\$ 4,346	\$ 4,424	\$ 4,486	\$ 4,568	\$ 4,634	\$ 4,720	\$ 4,811	\$ 4,879	\$ 4,978	\$ 5,071	\$ 5,168	\$ 43,986	\$ 43,986	\$ 36,771
Columbus	3,914	1.18%	\$ 573	\$ 861	\$ 873	\$ 889	\$ 901	\$ 918	\$ 931	\$ 948	\$ 962	\$ 980	\$ 992	\$ 1,005	\$ 1,018	\$ 8,835	\$ 8,835	\$ 4,005
Coon Rvds	61,476	18.58%	\$ 9,000	\$ 13,525	\$ 13,711	\$ 13,958	\$ 14,154	\$ 14,413	\$ 14,619	\$ 14,891	\$ 15,107	\$ 15,392	\$ 15,686	\$ 15,981	\$ 16,276	\$ 138,770	\$ 138,770	\$ 109,893
E Bethel	11,603	3.51%	\$ 1,699	\$ 2,553	\$ 2,588	\$ 2,634	\$ 2,671	\$ 2,720	\$ 2,759	\$ 2,810	\$ 2,851	\$ 2,905	\$ 2,951	\$ 2,995	\$ 3,041	\$ 26,191	\$ 26,191	\$ 3,637
Fridley	27,208	8.22%	\$ 3,983	\$ 5,986	\$ 6,068	\$ 6,177	\$ 6,264	\$ 6,379	\$ 6,470	\$ 6,590	\$ 6,686	\$ 6,812	\$ 6,941	\$ 7,071	\$ 7,201	\$ 61,417	\$ 61,417	\$ 63,064
Hann Lake	15,296	4.62%	\$ 2,239	\$ 3,385	\$ 3,412	\$ 3,473	\$ 3,522	\$ 3,586	\$ 3,637	\$ 3,705	\$ 3,759	\$ 3,830	\$ 3,892	\$ 3,961	\$ 4,028	\$ 34,528	\$ 34,528	\$ 27,275
Hilltop	754	0.23%	\$ 110	\$ 166	\$ 168	\$ 171	\$ 174	\$ 177	\$ 179	\$ 183	\$ 185	\$ 189	\$ 191	\$ 195	\$ 197	\$ 1,702	\$ 1,702	\$ 4,218
Lexington	2,049	0.62%	\$ 300	\$ 451	\$ 457	\$ 465	\$ 472	\$ 480	\$ 487	\$ 496	\$ 504	\$ 513	\$ 522	\$ 531	\$ 540	\$ 4,625	\$ 4,625	\$ 4,218
Lino Lakes	20,216	6.11%	\$ 2,960	\$ 4,447	\$ 4,509	\$ 4,590	\$ 4,654	\$ 4,740	\$ 4,807	\$ 4,897	\$ 4,968	\$ 5,062	\$ 5,159	\$ 5,259	\$ 5,361	\$ 45,634	\$ 45,634	\$ 27,274
Linwood	5,123	1.55%	\$ 750	\$ 1,127	\$ 1,143	\$ 1,163	\$ 1,180	\$ 1,201	\$ 1,218	\$ 1,241	\$ 1,259	\$ 1,283	\$ 1,305	\$ 1,328	\$ 1,351	\$ 11,564	\$ 11,564	\$ 4,005
Nowhen	4,443	1.34%	\$ 650	\$ 977	\$ 991	\$ 1,009	\$ 1,023	\$ 1,042	\$ 1,057	\$ 1,076	\$ 1,092	\$ 1,112	\$ 1,128	\$ 1,145	\$ 1,161	\$ 10,029	\$ 10,029	\$ 4,218
Oak Grove	8,031	2.43%	\$ 1,176	\$ 1,767	\$ 1,791	\$ 1,823	\$ 1,849	\$ 1,883	\$ 1,910	\$ 1,945	\$ 1,973	\$ 2,011	\$ 2,049	\$ 2,087	\$ 2,125	\$ 18,128	\$ 18,128	\$ 8,224
Ramsey	23,668	7.15%	\$ 3,465	\$ 5,207	\$ 5,279	\$ 5,374	\$ 5,449	\$ 5,549	\$ 5,628	\$ 5,733	\$ 5,816	\$ 5,926	\$ 6,041	\$ 6,151	\$ 6,261	\$ 53,426	\$ 53,426	\$ 36,481
Sp Lk Pk	6,234	1.88%	\$ 913	\$ 1,371	\$ 1,390	\$ 1,415	\$ 1,435	\$ 1,462	\$ 1,482	\$ 1,510	\$ 1,532	\$ 1,552	\$ 1,571	\$ 1,591	\$ 1,611	\$ 14,072	\$ 14,072	\$ 15,679
St. Francis	7,219	2.18%	\$ 1,057	\$ 1,588	\$ 1,610	\$ 1,639	\$ 1,662	\$ 1,692	\$ 1,717	\$ 1,749	\$ 1,774	\$ 1,807	\$ 1,837	\$ 1,868	\$ 1,899	\$ 16,295	\$ 16,295	\$ 9,419
<b>TOTAL</b>	<b>330,844</b>	<b>100.00%</b>	<b>\$ 48,437</b>	<b>\$ 72,785</b>	<b>\$ 73,790</b>	<b>\$ 75,117</b>	<b>\$ 76,172</b>	<b>\$ 77,566</b>	<b>\$ 78,674</b>	<b>\$ 80,136</b>	<b>\$ 81,300</b>	<b>\$ 82,836</b>	<b>\$ 84,113</b>	<b>\$ 85,411</b>	<b>\$ 87,113</b>	<b>\$ 746,813</b>	<b>\$ 746,813</b>	<b>\$ 543,223</b>

City	2010 Census Population	Proportion of Population	System Support Fee										Total 10 Year Contribution	Purchase 2000			
			Year 2013	Year 2014	Year 2015	Year 2016	Year 2017	Year 2018	Year 2019	Year 2020	Year 2021	Year 2022					
Andover	177,169	53.55%	\$ 12,969	\$ 19,488	\$ 19,758	\$ 20,113	\$ 20,395	\$ 20,768	\$ 21,065	\$ 21,457	\$ 21,768	\$ 22,180	\$ 22,603	\$ 23,037	\$ 199,962	\$ -	\$ -
Dist 12	32,249	9.75%	\$ 2,361	\$ 3,547	\$ 3,596	\$ 3,661	\$ 3,712	\$ 3,780	\$ 3,834	\$ 3,906	\$ 3,962	\$ 4,037	\$ 4,107	\$ 4,177	\$ 36,398	\$ -	\$ -
Dist 13	25,195	7.62%	\$ 1,844	\$ 2,771	\$ 2,810	\$ 2,860	\$ 2,900	\$ 2,953	\$ 2,996	\$ 3,051	\$ 3,096	\$ 3,154	\$ 3,212	\$ 3,271	\$ 28,436	\$ -	\$ -
Dist 14	15,504	4.69%	\$ 1,135	\$ 1,705	\$ 1,729	\$ 1,760	\$ 1,785	\$ 1,817	\$ 1,843	\$ 1,878	\$ 1,905	\$ 1,941	\$ 1,971	\$ 1,997	\$ 17,499	\$ -	\$ -
Dist 15	29,168	8.82%	\$ 2,135	\$ 3,208	\$ 3,253	\$ 3,311	\$ 3,358	\$ 3,419	\$ 3,468	\$ 3,533	\$ 3,584	\$ 3,652	\$ 3,724	\$ 3,796	\$ 32,920	\$ -	\$ -
Dist 16	30,548	9.23%	\$ 2,236	\$ 3,360	\$ 3,407	\$ 3,468	\$ 3,517	\$ 3,581	\$ 3,632	\$ 3,700	\$ 3,753	\$ 3,824	\$ 3,898	\$ 3,971	\$ 34,478	\$ -	\$ -
Dist 28	4,057	1.23%	\$ 297	\$ 446	\$ 452	\$ 461	\$ 467	\$ 476	\$ 482	\$ 491	\$ 498	\$ 508	\$ 516	\$ 524	\$ 4,579	\$ -	\$ -
Dist 624	1,722	0.52%	\$ 126	\$ 189	\$ 192	\$ 195	\$ 198	\$ 202	\$ 205	\$ 209	\$ 212	\$ 216	\$ 219	\$ 222	\$ 1,944	\$ -	\$ -
Dist 631	15,232	4.60%	\$ 1,115	\$ 1,676	\$ 1,699	\$ 1,729	\$ 1,753	\$ 1,786	\$ 1,811	\$ 1,845	\$ 1,872	\$ 1,907	\$ 1,937	\$ 1,967	\$ 17,192	\$ -	\$ -
<b>Total</b>	<b>330,844</b>	<b>100.00%</b>	<b>\$ 24,219</b>	<b>\$ 36,393</b>	<b>\$ 36,895</b>	<b>\$ 37,559</b>	<b>\$ 38,086</b>	<b>\$ 38,783</b>	<b>\$ 39,337</b>	<b>\$ 40,068</b>	<b>\$ 40,650</b>	<b>\$ 41,418</b>	<b>\$ 42,113</b>	<b>\$ 42,836</b>	<b>\$ 373,407</b>	<b>\$ -</b>	<b>\$ -</b>

VOTING EQUIPMENT SYSTEM - REV AND EXP 29024													
Code	Resp	Type	Title	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
REVENUE													
4301-7430-61251-29024		Rev	Federal Grants - Equip Grant	\$ 310,836									
4301-7430-61251-29010		Rev	Federal Grants - 2006 Grant	\$ 17,000									
Capital Fund		Rev	Refunds and Reimbursements (Op Exp)	\$ 72,856	\$ 109,178	\$ 110,685	\$ 112,676	\$ 114,258	\$ 116,348	\$ 118,010	\$ 120,205	\$ 121,950	\$ 124,254
			TOTAL REVENUES	\$ 400,492	\$ 109,178	\$ 110,685	\$ 112,676	\$ 114,258	\$ 116,348	\$ 118,010	\$ 120,205	\$ 121,950	\$ 124,254
Capital Fund	County	Capital	DS200 Ballot Counters (+ship)	\$ 927,408									
Capital Fund	County	Capital	AutoMARK Ballot Markers	deferred									
Capital Fund	County	Capital	Electronic Poll Books (county expense)	deferred									
Capital Fund	County	Capital	Server Operating System Upgrade	deferred									
Capital Fund	County	Capital	Dedicated System Server	\$ 50,000									
Capital Fund	County	Capital	Central Count Unit (purchase)	\$ 120,000									
Capital Fund	County	Capital	Programming Software	\$ 85,000									
			TOTAL CAPITAL	\$ 1,182,408	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
61251-29024	Govt Partners	Operating	DS200 Hardware Maintenance		\$ 23,625	\$ 23,625	\$ 24,806	\$ 24,806	\$ 26,047	\$ 26,047	\$ 27,349	\$ 27,349	\$ 28,716
61251-29024	Govt Partners	Operating	DS200 Firmware Maintenance		\$ 10,125	\$ 10,125	\$ 10,631	\$ 10,631	\$ 11,163	\$ 11,163	\$ 11,721	\$ 11,721	\$ 12,307
61251-29024	Govt Partners	Operating	DS850 Hardware Maintenance		\$ 4,600	\$ 4,600	\$ 4,830	\$ 4,830	\$ 5,072	\$ 5,072	\$ 5,325	\$ 5,325	\$ 5,591
61251-29010	Govt Partners	Operating	AutoMARK Maintenance	\$ 24,300	\$ 24,300	\$ 24,300	\$ 25,515	\$ 25,515	\$ 26,791	\$ 26,791	\$ 28,130	\$ 28,130	\$ 29,537
61251-29024	Govt Partners	Operating	Electronic Poll Book Maintenance	deferred									
61251-29024	Govt Partners	Operating	Modus Elections Manager	\$ 67,000	\$ 67,000	\$ 70,350	\$ 70,350	\$ 73,868	\$ 73,868	\$ 77,561	\$ 77,561	\$ 81,439	\$ 81,439
61251-29024	Govt Partners	Operating	Electionware License		\$ 25,810	\$ 25,810	\$ 27,101	\$ 27,101	\$ 28,456	\$ 28,456	\$ 29,878	\$ 29,878	\$ 31,372
			TOTAL OPERATING	\$ 74,300	\$ 155,460	\$ 158,810	\$ 163,233	\$ 166,751	\$ 171,395	\$ 175,088	\$ 179,964	\$ 183,842	\$ 188,953
			TOTAL SYSTEM COST 55-30-15 SPLIT										
			Net Capital (after HAVA)	\$ 874,572									
			Operating (10 years)	\$ 1,617,806									
			Total cost	\$ 2,489,377									

Anoka County Election Equipment System History

09/11/2012

Event	Yr	Grant Capital	Grant Operating	County Capital	County Operating	County Revenue	City Capital	City Operating	Schools Capital	Schools Operating
County-wide Equipment Purchase	Actual									
	2000	\$ -	\$ -	\$ 70,975	\$ -	\$ -	\$ 543,223	\$ -	\$ -	\$ -
	2001	\$ -	\$ -	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -
	2002	\$ -	\$ -	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -
	2003	\$ -	\$ -	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -
	2004	\$ -	\$ -	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -
	2005	\$ -	\$ -	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -
	2006	\$ 663,570	\$ -	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -
	2007	\$ -	\$ -	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -
	2008	\$ -	\$ -	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -
	2009	\$ -	\$ -	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -
	2010	\$ -	\$ 25,000	\$ 20,306	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -
AutomARKS purchased	Actual									
	2006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	2007	\$ -	\$ -	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -
	2008	\$ -	\$ -	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -
	2009	\$ -	\$ -	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -
	2010	\$ -	\$ 25,000	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -
6 Reconditioned Accuvotes Purchased	Actual									
	2011	\$ -	\$ 25,000	\$ -	\$ 49,500	\$ -	\$ -	\$ -	\$ -	\$ -
Modus - County Use	Actual									
	2012	\$ -	\$ 25,000	\$ -	\$ 79,000	\$ -	\$ -	\$ -	\$ -	\$ -
Modus - All Jurisdictions Use	Actual									
	2011	\$ -	\$ -	\$ 91,281	\$ 248,500	\$ -	\$ 543,223	\$ -	\$ -	\$ -
	2012	\$ 663,570	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>GRANT NET</b>		<b>\$ 738,570</b>	<b>\$ 738,570</b>	<b>\$ 91,281</b>	<b>\$ 248,500</b>	<b>\$ 339,781</b>	<b>\$ 543,223</b>	<b>\$ 543,223</b>	<b>\$ -</b>	<b>\$ -</b>
<b>COUNTY NET</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>MUNICIPAL NET</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>SCHOOL NET</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Event	Yr	Grant Capital	Grant Operating	County Capital	County Operating	County Revenue	City Capital	City Operating	Schools Capital	Schools Operating
County-wide Equipment Purchase	Projected									
	2013	\$ 310,836	\$ 17,000	\$ 871,572	\$ 74,300	\$ 72,656	\$ -	\$ 48,437	\$ -	\$ 24,219
	2014	\$ -	\$ -	\$ -	\$ 155,460	\$ 109,178	\$ -	\$ 72,785	\$ -	\$ 36,393
	2015	\$ -	\$ -	\$ -	\$ 158,810	\$ 110,685	\$ -	\$ 73,790	\$ -	\$ 36,895
	2016	\$ -	\$ -	\$ -	\$ 163,233	\$ 112,676	\$ -	\$ 75,117	\$ -	\$ 37,559
	2017	\$ -	\$ -	\$ -	\$ 166,751	\$ 114,258	\$ -	\$ 76,172	\$ -	\$ 38,086
	2018	\$ -	\$ -	\$ -	\$ 171,395	\$ 116,348	\$ -	\$ 77,566	\$ -	\$ 38,783
	2019	\$ -	\$ -	\$ -	\$ 175,088	\$ 118,010	\$ -	\$ 78,674	\$ -	\$ 39,337
	2020	\$ -	\$ -	\$ -	\$ 179,964	\$ 120,205	\$ -	\$ 80,136	\$ -	\$ 40,068
	2021	\$ -	\$ -	\$ -	\$ 183,842	\$ 121,950	\$ -	\$ 81,300	\$ -	\$ 40,650
	2022	\$ -	\$ -	\$ -	\$ 188,963	\$ 124,254	\$ -	\$ 82,836	\$ -	\$ 41,418
		\$ 310,836	\$ 17,000	\$ 871,572	\$ 1,617,806	\$ 1,120,220	\$ -	\$ 746,813	\$ -	\$ 373,407
<b>GRANT NET</b>		<b>\$ 327,836</b>	<b>\$ 327,836</b>	<b>\$ 871,572</b>	<b>\$ 1,617,806</b>	<b>\$ 1,120,220</b>	<b>\$ -</b>	<b>\$ 746,813</b>	<b>\$ -</b>	<b>\$ 373,407</b>
<b>COUNTY NET</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>MUNICIPAL NET</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>SCHOOL NET</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

	Actual 2000-2012	Projected 2013-2022
Grants	\$ 738,570	\$ 327,836
County	\$ 339,781	\$ 1,369,158
Municipalities	\$ 543,223	\$ 746,813
School Districts	\$ -	\$ 373,407
<b>Totals</b>	<b>\$ 1,621,574</b>	<b>\$ 2,817,213</b>

	Projected 2013-2022
After HAVA Funds Used	\$ 1,369,158
	\$ 746,813
	\$ 373,407
<b>Totals</b>	<b>\$ 2,489,377</b>

**LG240B Application to Conduct Excluded Bingo**

**ORGANIZATION INFORMATION**

Organization name St. Francis Legion Previous gambling permit number 02688  
 Minnesota tax ID number, if any \_\_\_\_\_ Federal employer ID number (FEIN), if any \_\_\_\_\_  
 Type of nonprofit organization:  
 Fraternal  Religious  Veterans  Other nonprofit organization  
 Mailing address PO-Box 173 City St. Francis State MN Zip code 55070 County Anoka  
 Name of chief executive officer [CEO] \_\_\_\_\_ Daytime phone number \_\_\_\_\_ E-mail address \_\_\_\_\_

**NONPROFIT STATUS**

Attach a copy of ONE of the following for proof of nonprofit status.

**Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.**  
 Don't have a copy? This certificate must be obtained each year from:  
 Secretary of State, Business Services Div., 60 Empire Drive, Suite 100, St. Paul, MN 55103  
 Phone: 651-296-2803

**IRS income tax exemption [501(c)] letter in your organization's name.**  
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

**IRS - Affiliate of national, statewide, or international parent nonprofit organization [charter]**  
 If your organization falls under a parent organization, attach copies of both of the following:  
 a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and  
 b. the charter or letter from your parent organization recognizing your organization as a subordinate.

**EXCLUDED BINGO ACTIVITY**

1.  **No**  **Yes** Has your organization held a bingo event in the current calendar year?  
 If yes, list the dates when bingo was conducted. \_\_\_\_\_

2. The proposed bingo event will be:  
 one of four or fewer bingo events held this year. Dates 12-14-12  
**OR**  
 conducted on up to 12 consecutive days in connection with a:  
 county fair. Dates \_\_\_\_\_  
 civic celebration. Dates \_\_\_\_\_  
 Minnesota state fair. Dates \_\_\_\_\_

3. Person in charge of bingo event Leon Tom Hilten Daytime phone 763-253-1265  
 4. Name of premises where bingo will be conducted St. Francis American Legion  
 5. Premises street address 3073 Bridge St  
 6. City St. Francis If township, township name St. Francis County Anoka

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to [www.gcb.state.mn.us](http://www.gcb.state.mn.us) and click on **Distributors** under the **WHO'S WHO? LIST OF LICENSEES**, or call 651-639-4000.

**Be sure to complete page 2**

**CHIEF EXECUTIVE OFFICER'S SIGNATURE**

The information provided in this application is complete and accurate to the best of my knowledge.

Chief executive officer's signature *Rex A. Larson* Date *11-29-12*  
 Print name *REX A. LARSON*

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT**

**CITY APPROVAL  
for a gambling premises  
located within city limits**

On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print city name *City of St. Francis*

Signature of city personnel \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**Local unit of government must sign**

**COUNTY APPROVAL  
for a gambling premises  
located in a township**

On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print county name \_\_\_\_\_

Signature of county personnel \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**TOWNSHIP - If required by the approving county.**

On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. [A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.166, Subd 2.]

Print township name \_\_\_\_\_

Signature of township officer \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**MAIL APPLICATION AND ATTACHMENT**

Send the application and a copy of your proof of nonprofit status to:

Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

**Print Form**

**Reset Form**

You will receive a document from the Gambling Control Board with your excluded permit number for the bingo activity. Your organization must keep its bingo records for 3-1/2 years.

**Questions?**

Call the Licensing Section of the Gambling Control Board at 651-639-4000.

This form will be made available in alternative format (i.e. large print, Braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board.

All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney

General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.



PAYMENT BATCH AP 12-03-12

**AMCON**

11/30/2012	CM234-18	E 402-43000-314	Construction	GENERAL CONDITIONS	25,252.83
					\$25,252.83

**AMERIPRIDE LINEN & APPAREL SER**

11/21/2012	1002306104	E 609-49750-219	Rug Maintenance	LIQUOR RUGS	49.07
11/28/2012	1002312171	E 101-41940-219	Rug Maintenance	CH RUGS	52.09
					\$101.16

**ASSURANT EMPLOYEE BENEFITS**

11/20/2012	5447229.1212	E 101-41400-130	Employer Paid Insurance	12/01/12 - 12/31/12	143.79
11/20/2012	5447229.1212	E 101-41500-130	Employer Paid Insurance	12/01/12 - 12/31/12	52.53
11/20/2012	5447229.1212	E 101-42110-130	Employer Paid Insurance	12/01/12 - 12/31/12	568.77
11/20/2012	5447229.1212	E 101-42400-130	Employer Paid Insurance	12/01/12 - 12/31/12	46.60
11/20/2012	5447229.1212	E 101-43100-130	Employer Paid Insurance	12/01/12 - 12/31/12	60.30
11/20/2012	5447229.1212	E 101-43210-130	Employer Paid Insurance	12/01/12 - 12/31/12	13.41
11/20/2012	5447229.1212	E 101-45200-130	Employer Paid Insurance	12/01/12 - 12/31/12	60.30
11/20/2012	5447229.1212	E 601-49440-130	Employer Paid Insurance	12/01/12 - 12/31/12	64.92
11/20/2012	5447229.1212	E 602-49490-130	Employer Paid Insurance	12/01/12 - 12/31/12	64.91
11/20/2012	5447229.1212	E 609-49750-130	Employer Paid Insurance	12/01/12 - 12/31/12	91.66
					\$1,167.19

**BERNICK COMPANIES, THE**

11/16/2012	236835	E 609-49751-252	Beer For Resale	BEER	199.00
					\$199.00

**BIRCHWOOD CONSTRUCTION**

11/21/2012	2680	E 402-43000-441	Miscellaneous	HYDRANT STORAGE STAND	1,500.00
					\$1,500.00

**BRAUN INTERTECCORPORATION**

11/08/2012	361105	E 101-43100-303	Engineering Fees	PROF SERVICES THROUGH 11/0	3,004.25
11/13/2012	361666	E 601-49440-303	Engineering Fees	PRO SERVICES THRAOAUGH 11	3,345.00
					\$6,349.25

**CENTERPOINT ENERGY**

11/14/2012	5939160-7.1112	E 101-43100-383	Gas Utilities	PUBLIC WORKS	50.97
11/14/2012	5939160-7.1112	E 101-45200-383	Gas Utilities	PUBLIC WORKS	50.98
11/14/2012	5944643-5.1112	E 609-49750-383	Gas Utilities	LIQUOR	81.38
11/14/2012	5945449-6.1112	E 101-42110-383	Gas Utilities	POLICE/FIRE	155.31
11/14/2012	5945449-6.1112	E 101-42210-383	Gas Utilities	POLICE/FIRE	362.38
11/14/2012	5963820-5.1112	E 101-45200-383	Gas Utilities	WARMING HOUSE	58.16
11/14/2012	6002544-2.1112	E 601-49440-383	Gas Utilities	PUBLIC WORKS	24.78
11/14/2012	6002544-2.1112	E 602-49490-383	Gas Utilities	PUBLIC WORKS	24.79
11/14/2012	6002548-3.1112	E 602-49490-383	Gas Utilities	WWTP	36.55

11/14/2012	6886465-1.1112	E 101-41940-383	Gas Utilities	CITY HALL	18.35
11/14/2012	6886468-5.1112	E 101-41940-383	Gas Utilities	CITY HALL	12.85
11/14/2012	6886472-7.1112	E 101-41940-383	Gas Utilities	CITY HALL	18.98
11/14/2012	6886478-0.1112	E 101-41940-383	Gas Utilities	CITY HALL	16.51
11/14/2012	7900331-5.1112	E 601-49440-383	Gas Utilities	WATER	518.30
11/14/2012	8964221-9.1112	E 602-49490-383	Gas Utilities	LIFT STATION	12.85

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\$1,443.14

**CHISAGO LAKES DISTRIBUTING CO.**

11/19/2012	487586	E 609-49751-252	Beer For Resale	BEER	17.00
11/19/2012	487587	E 609-49751-254	Miscellaneous Merchandise	MISC	20.50

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\$37.50

**COURIER, THE**

11/20/2012	45672	E 101-43210-439	Recycling Days	RECYCLE POSTERS	36.00
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\$36.00

**CRYSTAL SPRINGS ICE**

11/20/2012	28409	E 609-49751-254	Miscellaneous Merchandise	MISC	89.70
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\$89.70

**DAHLHEIMER DIST. CO. INC.**

11/21/2012	8839	E 609-49751-252	Beer For Resale	BEER	4,918.62
11/21/2012	8839	E 609-49751-254	Miscellaneous Merchandise	MISC	356.00
11/21/2012	8839	E 609-49751-255	N/A Products	N/A	31.00

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\$5,305.62

**DAMA CO., THE**

10/31/2012	12677	E 101-42210-441	Miscellaneous	KEY BOX & RECESSED MOUNT	546.34
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\$546.34

**DAY DISTRIBUTING CO.**

11/23/2012	678061	E 609-49751-252	Beer For Resale	BEER	969.70
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\$969.70

**DELTA DENTAL**

11/15/2012	4992869	G 101-21711	Dental Insurance	12/01/12 - 12/31/12	310.50
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\$310.50

**DONALD SALVERDA & ASSOCIATES**

11/14/2012	P-1219-7	E 101-41500-208	Training and Instruction	EFFECTIVE MGT PROGRAM	875.09
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\$875.09

**ECM PUBLISHERS, INC.**

11/12/2012	IQ01807652	E 101-41400-351	Legal Notices Publishing	TEMP HABITATION	205.00
11/14/2012	IP00829523	E 609-49750-340	Advertising	BLACK FRIDAY	600.00
11/16/2012	IQ01807257	E 101-41400-351	Legal Notices Publishing	GAMBLING ORDINANCE	338.25
11/21/2012	IP00829935	E 609-49750-340	Advertising	BLACK FRIDAY AD	400.00

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\$1,543.25

**G&K SERVICES, INC**

11/09/2012	1043302943	E 101-42110-402	Janitorial Service	TOWELS, MOPS	6.29
11/09/2012	1043302943	E 101-43100-402	Janitorial Service	TOWELS, MOPS	6.29
11/09/2012	1043302943	E 101-45200-402	Janitorial Service	TOWELS, MOPS	6.29
11/09/2012	1043302943	E 601-49440-402	Janitorial Service	TOWELS, MOPS	6.30
11/09/2012	1043302943	E 602-49490-402	Janitorial Service	TOWELS, MOPS	6.30

11/16/2012	1043307916	E 601-49440-402	Janitorial Service	MATS	20.52
					<hr/>
					\$51.99

**GRAINGER, INC.**

11/15/2012	9978797877	E 602-49490-217	Other Operating Supplies	WEB SLING	101.51
					<hr/>
					\$101.51

**GRANITE CITY JOBBING CO.**

11/20/2012	743107	E 609-49750-210	Operating Supplies	OPERATING	48.23
11/20/2012	743107	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
11/20/2012	743107	E 609-49751-254	Miscellaneous Merchandise	MISC	40.76
11/20/2012	743107	E 609-49751-256	Tobacco Products For Resale	TOBACCO	414.57
					<hr/>
					\$507.81

**HENNEPIN TECHNICAL COLLEGE**

12/21/2012	00276763	E 101-43100-208	Training and Instruction	RIGGING & SAFETY INPSECT	275.00
12/21/2012	00276763	E 101-45200-208	Training and Instruction	RIGGING & SAFETY INPSECT	275.00
12/21/2012	00276763	E 601-49440-208	Training and Instruction	RIGGING & SAFETY INPSECT	275.00
12/21/2012	00276763	E 602-49490-208	Training and Instruction	RIGGING & SAFETY INPSECT	275.00
					<hr/>
					\$1,100.00

**INNOVATIVE OFFICE SOLUTIONS, L**

10/25/2012	IN0150916	E 101-42110-200	Office Supplies	SUPPLIES	265.03
11/15/2012	IN0164378	E 101-41400-200	Office Supplies	OFFICE SUPPLIES	2.31
11/15/2012	IN0164378	E 101-42110-200	Office Supplies	OFFICE SUPPLIES	0.77
11/15/2012	IN0164378	E 101-42210-200	Office Supplies	OFFICE SUPPLIES	0.77
11/15/2012	IN0164378	E 101-43100-200	Office Supplies	OFFICE SUPPLIES	0.77
11/15/2012	IN0164378	E 101-45200-200	Office Supplies	OFFICE SUPPLIES	0.77
11/15/2012	IN0164378	E 601-49440-200	Office Supplies	OFFICE SUPPLIES	0.77
11/15/2012	IN0164378	E 602-49490-200	Office Supplies	OFFICE SUPPLIES	0.77
11/15/2012	IN0164378	E 609-49750-200	Office Supplies	OFFICE SUPPLIES	0.79
11/16/2012	IN0165383	E 101-41400-200	Office Supplies	OFFICE SUPPLIES	41.56
11/16/2012	IN0165383	E 101-42110-200	Office Supplies	OFFICE SUPPLIES	13.84
11/16/2012	IN0165383	E 101-42210-200	Office Supplies	OFFICE SUPPLIES	13.84
11/16/2012	IN0165383	E 101-43100-200	Office Supplies	OFFICE SUPPLIES	13.84
11/16/2012	IN0165383	E 101-45200-200	Office Supplies	OFFICE SUPPLIES	13.84
11/16/2012	IN0165383	E 601-49440-200	Office Supplies	OFFICE SUPPLIES	13.84
11/16/2012	IN0165383	E 602-49490-200	Office Supplies	OFFICE SUPPLIES	13.84
11/16/2012	IN0165383	E 609-49750-200	Office Supplies	OFFICE SUPPLIES	13.91
					<hr/>
					\$411.26

**JJ TAYLOR DISTRIBUTING**

11/21/2012	1940791	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
11/21/2012	1940791	E 609-49751-252	Beer For Resale	BEER	172.00
					<hr/>
					\$175.00

**JOHNSON BROS WHLSE LIQUOR**

11/14/2012	1435305	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.35
11/14/2012	1435305	E 609-49751-251	Liquor For Resale	LIQUOR	506.78
11/14/2012	1435306	E 609-49751-206	Freight and Fuel Charges	FREIGHT	27.93
11/14/2012	1435306	E 609-49751-253	Wine For Resale	WINE	921.20
11/16/2012	556133	E 609-49751-251	Liquor For Resale	LIQUOR CREDIT	(32.52)
11/16/2012	556134	E 609-49751-251	Liquor For Resale	LIQUOR CREDIT	(15.00)

11/16/2012	556135	E 609-49751-206	Freight and Fuel Charges	FREIGHT CREDIT	(1.47)
11/16/2012	556135	E 609-49751-253	Wine For Resale	LIQUOR CREDIT	(57.25)
11/20/2012	1440811	E 609-49751-206	Freight and Fuel Charges	FREIGHT	19.11
11/20/2012	1440811	E 609-49751-253	Wine For Resale	WINE	451.10
					\$1,827.23

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**KIMS KLEANING**

11/26/2012	2213	E 601-49440-233	Water Treatment Plant Maint	WATER PLANT	171.00
11/26/2012	2214	E 101-42210-402	Janitorial Service	FIRE DEPT	136.81
11/26/2012	2215	E 101-42110-402	Janitorial Service	POLICE DEPT	716.10
11/26/2012	2216	E 101-43100-402	Janitorial Service	PUBLIC WORKS	363.40
11/26/2012	2217	E 101-45200-402	Janitorial Service	COMMUNITY CENTER	85.51
11/26/2012	2218	E 101-41940-402	Janitorial Service	CITY HALL	256.52
					\$1,729.34

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**MCDONALD DIST CO.**

11/15/2012	316022	E 609-49751-254	Miscellaneous Merchandise	MISC	68.00
11/15/2012	316023	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
11/15/2012	316023	E 609-49751-252	Beer For Resale	BEER	8,185.45
11/15/2012	316023	E 609-49751-255	N/A Products	N/A	65.75
11/19/2012	315952	E 609-49751-252	Beer For Resale	BEER	515.20
11/21/2012	316510	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
11/21/2012	316510	E 609-49751-252	Beer For Resale	BEER	6,805.05
11/21/2012	316510	E 609-49751-255	N/A Products	N/A	84.35
					\$15,729.80

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**METRO SALES, INC.**

11/15/2012	486914	E 101-41400-240	Office Equip	COPIER 8/11/12 - 11/13/12	408.53
11/15/2012	486914	E 101-42110-200	Office Supplies	COPIER 8/11/12 - 11/13/12	154.42
11/15/2012	486914	E 101-43100-200	Office Supplies	COPIER 8/11/12 - 11/13/12	2.25
11/15/2012	486914	E 101-45200-200	Office Supplies	COPIER 8/11/12 - 11/13/12	2.24
11/15/2012	486914	E 601-49440-200	Office Supplies	COPIER 8/11/12 - 11/13/12	3.06
11/15/2012	486914	E 602-49490-200	Office Supplies	COPIER 8/11/12 - 11/13/12	3.05
11/15/2012	486914	E 609-49750-200	Office Supplies	COPIER 8/11/12 - 11/13/12	1.60
					\$575.15

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**MN DEPT OF HEALTH**

12/01/2012	111412	E 601-49440-313	Sample Testing	COMMUNITY WATER SUPPLY SI	2,408.00
					\$2,408.00

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**MN NCPERS LIFE INSURANCE**

11/20/2012	73341212.1212	G 101-21713	MN Life	PREMIUM 12/20/12	48.00
					\$48.00

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**MY ALARM CENTER**

12/01/2012	01610783	E 609-49750-445	Security	LIQUOR STORE ALARM	28.87
					\$28.87

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**NORTH MEMORIAL URGENT CARE**

11/14/2012	663049-00.1212	E 101-43100-311	Contract	TESTS	27.00
11/14/2012	663049-00.1212	E 601-49440-311	Contract	TESTS	27.00
					\$54.00

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**NORTH METRO TREE SERVICE INC.**

11/23/2012		E 101-43100-311	Contract	TREE REMOVALS	1,760.23
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11/23/2012	E 101-45200-311	Contract	TREE REMOVALS	1,760.23
				<u>\$3,520.46</u>

**PHILLIPS WINE & SPIRITS CO.**

11/14/2012	2333953	E 609-49751-206	Freight and Fuel Charges	FREIGHT	28.67
11/14/2012	2333953	E 609-49751-251	Liquor For Resale	LIQUOR	2,261.86
11/14/2012	2333954	E 609-49751-206	Freight and Fuel Charges	FREIGHT	29.40
11/14/2012	2333954	E 609-49751-253	Wine For Resale	WINE	1,052.00
11/20/2012	2337656	E 609-49751-206	Freight and Fuel Charges	FREIGHT	15.86
11/20/2012	2337656	E 609-49751-251	Liquor For Resale	LIQUOR	1,099.57
11/20/2012	2337657	E 609-49751-206	Freight and Fuel Charges	FREIGHT	14.70
11/20/2012	2337657	E 609-49751-253	Wine For Resale	WINE	466.75
					<u>\$4,968.81</u>

**POSTMASTER - ST. FRANCIS**

E 101-41400-322	Postage	NEWSLETTER POSTAGE	201.80
E 101-42110-322	Postage	NEWSLETTER POSTAGE	57.65
E 101-43100-200	Office Supplies	NEWSLETTER POSTAGE	115.31
E 101-43210-439	Recycling Days	NEWSLETTER POSTAGE	57.65
E 101-45200-200	Office Supplies	NEWSLETTER POSTAGE	28.82
E 601-49440-200	Office Supplies	NEWSLETTER POSTAGE	57.65
E 602-49490-200	Office Supplies	NEWSLETTER POSTAGE	28.82
E 609-49750-322	Postage	NEWSLETTER POSTAGE	28.88
			<u>\$576.58</u>

**PRINTING UNLIMITED**

11/15/2012	00006484	E 101-41400-200	Office Supplies	OFFICE SUPPLIES	42.61
11/15/2012	00006484	E 101-42110-200	Office Supplies	OFFICE SUPPLIES	14.20
11/15/2012	00006484	E 101-42210-200	Office Supplies	OFFICE SUPPLIES	14.19
11/15/2012	00006484	E 101-43100-200	Office Supplies	OFFICE SUPPLIES	14.20
11/15/2012	00006484	E 101-45200-200	Office Supplies	OFFICE SUPPLIES	14.20
11/15/2012	00006484	E 601-49440-200	Office Supplies	OFFICE SUPPLIES	14.19
11/15/2012	00006484	E 602-49490-200	Office Supplies	OFFICE SUPPLIES	14.19
11/15/2012	00006484	E 609-49750-200	Office Supplies	OFFICE SUPPLIES	14.26
					<u>\$142.04</u>

**RAMSEY, CITY OF**

11/27/2012	112712	E 101-42210-311	Contract	CHIEF KAPLER'S SERVICES - NC	666.00
					<u>\$666.00</u>

**ROSEVILLE, CITY OF**

11/16/2012	0216815	E 402-43000-441	Miscellaneous	TRANSCIVERS NEW BUILDING	115.39
					<u>\$115.39</u>

**SHI INTERNATIONAL CORP**

11/15/2012	B00838392	E 101-42110-200	Office Supplies	3 OFFICE	772.71
					<u>\$772.71</u>

**SKINNER, MARLINE**

E 101-42700-311	Contract	NOVEMBER CONTRACT	500.00
			<u>\$500.00</u>

**SOUND SYSTEMS, INC.**

12/01/2012	7166173	E 101-41940-445	Security	ANNUAL MONITORING	242.59
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\$242.59

**SOUTHERN WINE & SPIRITS OF MN**

11/15/2012	1934748	E 609-49751-206	Freight and Fuel Charges	FREIGHT	20.83
11/15/2012	1934748	E 609-49751-251	Liquor For Resale	LIQUOR	679.14
11/15/2012	1934748	E 609-49751-253	Wine For Resale	WINE	789.00
					<u>1,488.97</u>

**THORPE DISTRIBUTING COMPANY**

11/16/2012	723555	E 609-49751-252	Beer For Resale	BEER	168.00
11/16/2012	723556	E 609-49751-253	Wine For Resale	WINE	150.60
					<u>318.60</u>

**TWIN CITIES FLAG SOURCE, INC**

11/19/2012	18536	E 101-42110-217	Other Operating Supplies	FLAGS	36.56
11/19/2012	18536	E 101-43100-217	Other Operating Supplies	FLAGS	36.55
11/19/2012	18536	E 101-45200-217	Other Operating Supplies	FLAGS	36.55
11/19/2012	18536	E 601-49440-217	Other Operating Supplies	FLAGS	36.55
11/19/2012	18536	E 602-49490-217	Other Operating Supplies	FLAGS	36.55
					<u>182.76</u>

**UNIFORMS UNLIMITED**

10/18/2012	138289	E 101-42110-217	Other Operating Supplies	TASER CARTRIDGES	117.00
					<u>117.00</u>

**WINE MERCHANTS**

11/14/2012	431973	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.41
11/14/2012	431973	E 609-49751-253	Wine For Resale	WINE	336.00
					<u>340.41</u>

**WIRTZ BEVERAGE MN**

11/15/2012	136412	E 609-49751-206	Freight and Fuel Charges	FREIGHT	30.45
11/15/2012	136412	E 609-49751-251	Liquor For Resale	LIQUOR	1,282.59
11/15/2012	136412	E 609-49751-253	Wine For Resale	WINE	400.00
11/15/2012	136412	E 609-49751-254	Miscellaneous Merchandise	MISC	84.00
					<u>1,797.04</u>

\$86,223.59

FUND SUMMARY

101 GENERAL FUND	\$16,683.75
402 CAPITAL EQUIPMENT	\$26,868.22
601 WATER FUND	\$6,986.88
602 SEWER FUND	\$619.13
609 MUNICIPAL LIQUOR FUND	\$35,065.61
Total	<u>86,223.59</u>

## AGENDA REPORT

**TO:** City Administrator  
**FROM:** Finance Director  
**SUBJECT:** Truth in Taxation Meeting  
**DATE:** November 28, 2012

### **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**

Please note that this part of the meeting is no longer the Truth in Taxation Hearing, but now the city council must discuss the budget and allow public input at a meeting occurring after November 24<sup>th</sup> and cannot start before 6 pm. The proposed budget and levy will be presented at the city council meeting on December 3<sup>rd</sup>, 2012. The General Fund budget and the 2013 Proposed Levy will be discussed. Council had set a maximum levy of \$3,074,281 on September 4<sup>th</sup>. The increase in the levy was 7%. At the November 19<sup>th</sup> meeting, council's consensus was to lower that to a 4% increase or \$2,988,086. The 2012 Tax Levy was \$2,873,160. With the 4% levy increase, the General Fund budget shows a net change in fund balance of a negative \$116,748. This will bring the fund balance down to 45.3% of the revenue budget. This is still 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 2010-2012. The final budget and levy will be brought to the December 17<sup>th</sup> meeting where it will need to be approved.

### **RECOMMENDATION**

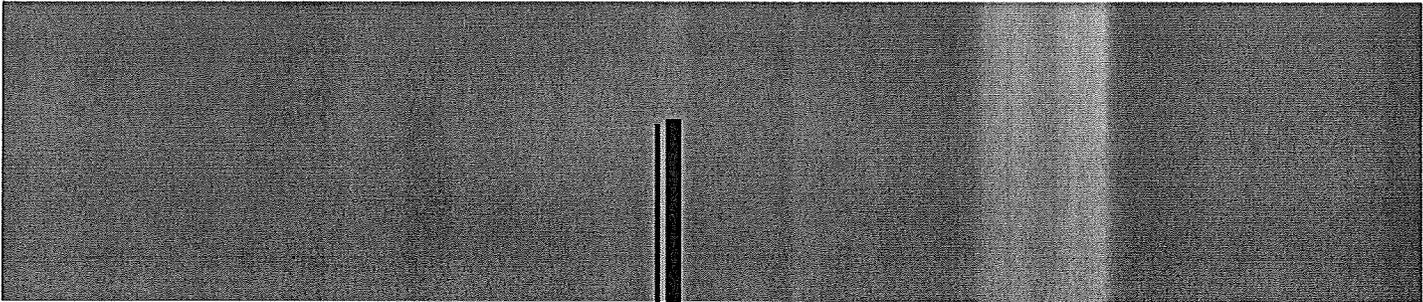
After the budget presentation, the Mayor should ask for any public input/comments.

### **BUDGET IMPACT**

None.

Attachments:

1. Budget Presentation



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# City of St. Francis

2013

General Fund

Budget/Tax Overview

# Budget Goals

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

# General Fund Revenues By Type

---

	<u>2013 Budget</u>
Taxes	\$2,990,200
Licenses and Permits	90,668
Fines and Forfeits	27,230
Intergovernmental	311,071
Charges for Services	268,733
Miscellaneous	176,827
Transfers	60,000
Total	<u>\$3,924,729</u>

# General Fund Expenditures By Department

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	2013 Budget
General Government	\$736,355
Public Safety	1,725,722
Public Works	694,260
Culture and Recreation	370,160
Community Development	168,880
Miscellaneous	6,100
Transfers	340,000
Total expenditures	<u>\$4,041,477</u>

# General Fund Budget 2013

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2013 Revenues	\$ 3,924,729
2013 Expenditures	<u>\$ 4,041,477</u>
Net Change in Fund Balance	<u><u>\$ (116,748)</u></u>

# General Fund Balance

45.3% of Revenue Budget

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- Fund balance needs to finance unexpected expenditures
- Fund balance of 35%-50% of revenues is recommended by State Auditor
- Fund balance in the Proposed 2013 Budget is 45.3% of revenues (2011 Actual Fund balance was 55.8%)

# Tax Levy 2012 - 2013

## TAX LEVY FOR 2012-2013

	Proposed		Change	
	2012 Levy	2013 Levy	Amount	Percent
<b>Operations:</b>				
General Fund (includes PERA				
Special Levy)	\$2,852,260	\$2,967,186	\$114,926	4%
<b>Capital Improvements:</b>				
None	\$0	\$0	\$0	N/A
<b>Debt Service:</b>				
GO Improvement Bond – 2007A	\$20,900	\$20,900	\$0	0%
<b>Totals-All Funds</b>	<b>\$2,873,160</b>	<b>\$2,988,086</b>	<b>\$114,926</b>	<b>4%</b>

The levy certified to the Auditor's office on September 15<sup>th</sup> was \$3,074,281

# Tax Effect on Residential Homes

Estimated Market Value *	Amount Excluded	Taxable Market Value	Tax Capacity Value	2013 City Taxes ***	2012 City Taxes	Difference
100,000	\$ 28,240	\$ 1,760	\$ 718	\$ 451.59	\$ 383.45	\$ 68.14
120,000	\$ 26,440	\$ 93,560	\$ 936	\$ 588.70	\$ 499.87	\$ 88.83
133,200	** \$ 25,252	\$ 107,948	\$ 1,079	\$ 678.64	\$ 576.24	\$ 102.40
140,000	\$ 24,640	\$ 115,360	\$ 1,154	\$ 725.81	\$ 616.29	\$ 109.52
160,000	\$ 22,840	\$ 137,160	\$ 1,372	\$ 862.92	\$ 732.72	\$ 130.20
180,000	\$ 21,040	\$ 158,960	\$ 1,590	\$ 1,000.03	\$ 849.14	\$ 150.89
200,000	\$ 19,240	\$ 180,760	\$ 1,808	\$ 1,137.14	\$ 965.56	\$ 171.58
220,000	\$ 17,440	\$ 202,560	\$ 2,026	\$ 1,274.25	\$ 1,081.99	\$ 192.26
NOTES:						
*This comparison is based on the Estimated Market Value of the home being the same in both years.						
** Median Home is \$133,200 in 2012						
*** Per the 11/19/12 Council Meeting, the city council directed staff that they would like to lower the increase in the levy to a 4% instead of the original 7% increase approved in September.						

# Effect on a Median Value Home

## EFFECT ON A MEDIAN VALUE HOME

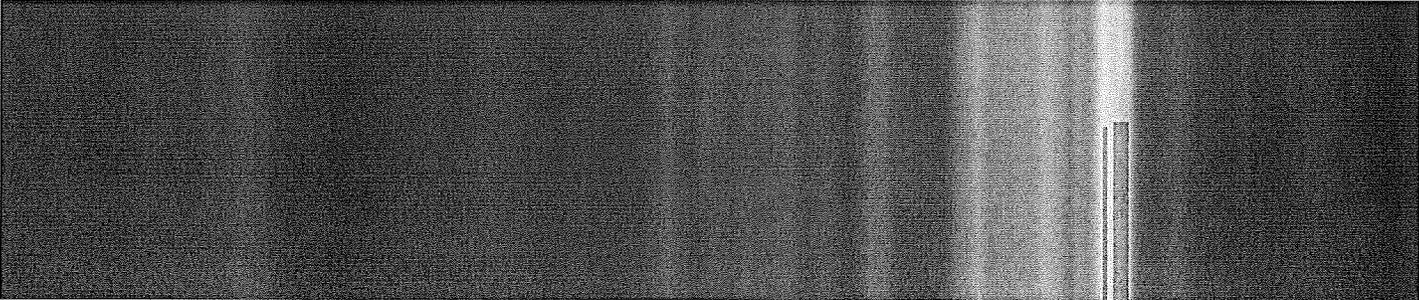
Pay Year	Median Value Home	Annual City Taxes	\$ Change	Monthly City Taxes	\$ Change
2013	133,200	679	\$102	\$57	\$9
2012	133,200	576		48	

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

# What your Monthly Tax \$ Pays For

General Government	\$10.39
Public Safety	\$24.34
Parks & Recycling	\$9.79
Community Development	\$5.22
All other services includes transfers	
Median Homeowner	\$2.38
St. Francis, MN	\$4.88
<i>Rate of St. Francis</i>	
<i>31% - used and val 100</i>	
For Monthly Police, Fire, Street	
Maintenance, Parks, and other programs	
Median Homeowner	57.00
Revenue 1 2013	

A monthly bill for the median homeowner in 2013 will be \$57.00. This pays for emergency services such as fire and police, street maintenance such as snow plowing and parks services such as mowing and maintenance. The same homeowner can pay at least that per month for cell phone, garbage removal, television or internet.



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QUESTIONS?



## **MEMORANDUM**

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

**FROM:** Nate Sparks

**DATE:** November 29, 2011

**MEETING DATE:** December 3, 2011

**RE:** Ponds Golf Course PUD Amendment

### **BACKGROUND**

The Ponds Golf Course was created as a Planned Unit Development. The property owners would like to adjust a lot line within the PUD in a manner inconsistent with the original PUD, necessitating a Minor PUD Amendment.

### **PUD AMENDMENT**

The original PUD intended to have the clubhouse on one parcel with a commercial use on the parcel to the west. The two uses were intended to share a parking lot and an access point. The parking lot was placed on the parcel that is intended for the commercial use but the commercial use has yet to be established.

Since the time of the development, the ownership of the two parcels has been transferred to separate entities. The owner of the clubhouse parcel would now like to adjust the lot line to place the parking lot on the same parcel as the clubhouse. This necessitates a change in the PUD.

The future commercial parcel (Parcel 1 on the applicant's sketch) will now have to access through the clubhouse parcel (Parcel 2). The original arrangement was created due to two sites having only one access point. The appropriate easements will be required to be filed to ensure there is access.

The PUD will still allow the ability for the two uses to share the parking lot. At the time of development of the future commercial parcel (Parcel 1), the two entities will need to work together on this arrangement.

There is also a cart path for use by golfers on the northern edge of this property which is being added to the clubhouse property (Parcel 2).

## **PUD REVIEW**

The Planning Commission shall consider possible effects of the proposed PUD amendment. Its judgment shall be based upon, but not limited to, the following factors:

- A. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan.
- B. The proposed use is or will be compatible with present and future land uses of the area.
- C. The proposed use conforms with all performance standards contained in this Ordinance.
- D. The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.
- E. Traffic generation by the proposed use is within capabilities of streets serving the property.

## **PLANNING COMMISSION RECOMMENDATION**

The Planning Commission found that the amendment of the PUD to allow for the lot line adjustment is acceptable and recommended approval with the following conditions:

- 1. The proper easements shall be provided to allow for access to Parcel 1 through Parcel 2.
- 2. No additional access points to 229<sup>th</sup> Ave are being granted by this approval.
- 3. Parcel 2 is not allowed as a separate parcel and shall be joined to Lot 2, Block 1 of the Clubhouse at Ponds Golf Course.
- 4. All comments by the City Engineer shall be addressed.

Attachments:

Aerial Photo

Applicant's Sketch

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

RESOLUTION 2012-XX

A RESOLUTION APPROVING A MINOR PLANNED UNIT DEVELOPMENT  
AMENDMENT AND A LOT LINE ADJUSTMENT FOR THE PONDS GOLF COURSE  
CLUB HOUSE

WHEREAS, the City of St. Francis received a request for a Planned Unit Development Amendment and Lot Line Adjustment for the Ponds Golf Course and Dave Schulte (the applicants); and

WHEREAS, Lot 1, Block 1 of the Clubhouse At Ponds Golf Course contains the parking lot for the golf course clubhouse, the cart path, and vacant commercial property; and

WHEREAS, Lot 2, Block 1 of the Clubhouse At Ponds Golf Course contains the golf course clubhouse; and

WHEREAS, the applicants are seeking to move the property line between the two parcels in such a manner that would result in the parking lot and the cart path from Lot 1, Block 1 to be on the same site as Lot 2, Block 1 with the clubhouse; and

WHEREAS, Lot 1, Block 1 will retain access at the same access point and be provided the requisite easements for such purposes across Lot 2, Block 1; and

WHEREAS, the survey depicting the area to be transferred is attached as Exhibit A; and

WHEREAS, the St. Francis Planning Commission held a public hearing and reviewed the request during the November 21, 2012 meeting; and

WHEREAS, the St. Francis City Council reviewed the request and the Planning Commission recommendation approving the request; and

NOW, THEREFORE, BE IT RESOLVED that the City of St. Francis hereby approves the Planned Unit Development Amendment and Lot Line Adjustment request subject to the following conditions:

1. The proper easements shall be provided to allow for access to Lot 1 through Lot 2.
2. No additional access points to 229<sup>th</sup> Ave are being granted by this approval.
3. Parcel 2 is not allowed as a separate parcel and shall be joined to Lot 2, Block 1 of the Clubhouse at Ponds Golf Course.
4. All comments from the City Engineer shall be addressed.
5. A new survey and site plan showing the location of the parking lot and access points in relation to the proposed lot lines shall be provided.
6. All fees must be paid.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 3<sup>rd</sup> DAY OF  
DECEMBER, 2012.

APPROVED

---

Jerry Tveit  
Mayor of St. Francis

Attest:

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Barbara I. Held  
City Clerk/Treasurer



0 273 Feet

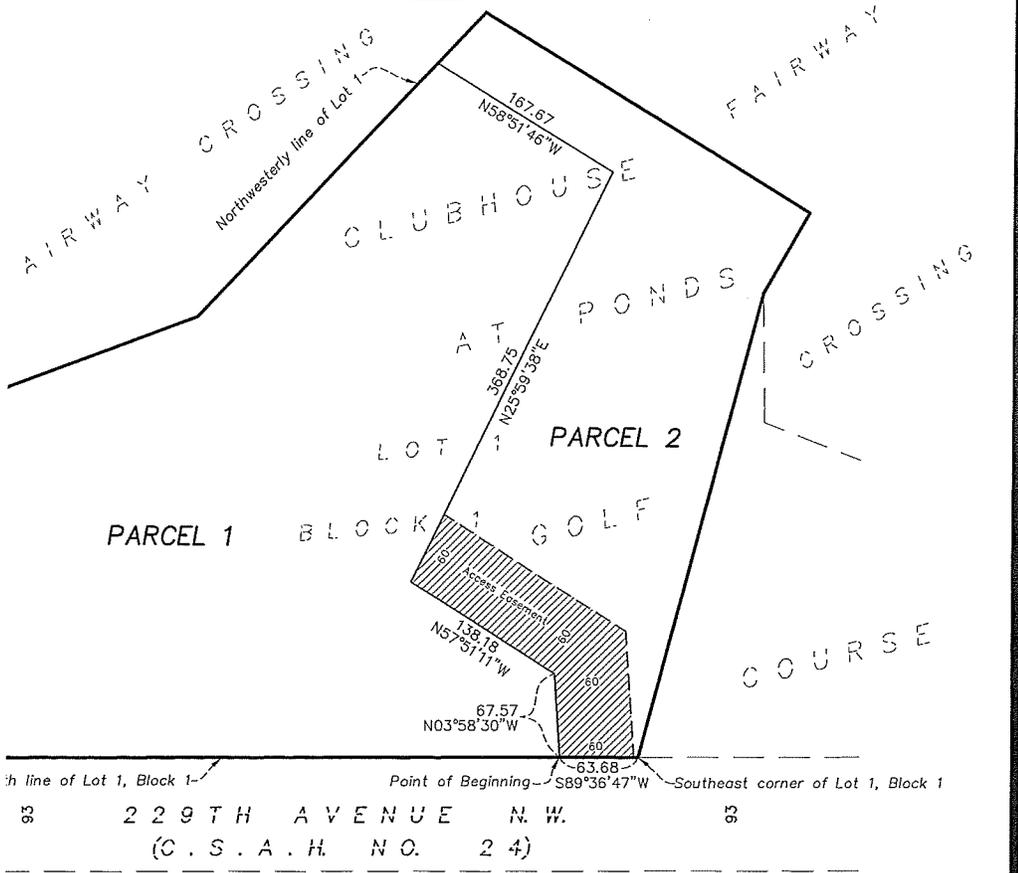


City of  
**St. Francis**

Golf Course PUD

Figure 1.0

# Description Sketch



1, CLUBHOUSE AT PONDS GOLF COURSE, according to the recorded plat thereof, Anoka County, Minnesota, lying northwesterly of the following described line:

the east corner of said Lot 1; thence South 89 degrees 36 minutes 47 seconds West, assumed bearing, along the South distance of 63.68 feet to the point of beginning of the line to be described; thence North 03 degrees 58 minutes 30 seconds East, 67.57 feet; thence North 57 degrees 51 minutes 11 seconds West, 138.18 feet; thence North 25 degrees 59 minutes 38 seconds East, 358.75 feet; thence North 58 degrees 51 minutes 46 seconds West, 167.67 feet to the northwesterly line of said Lot 1 and closing.

Access Easement

1, CLUBHOUSE AT PONDS GOLF COURSE, according to the recorded plat thereof, Anoka County, Minnesota, lying southeasterly of the following described line:

the east corner of said Lot 1; thence South 89 degrees 36 minutes 47 seconds West, assumed bearing, along the South distance of 63.68 feet to the point of beginning of the line to be described; thence North 03 degrees 58 minutes 30 seconds East, 67.57 feet; thence North 57 degrees 51 minutes 11 seconds West, 138.18 feet; thence North 25 degrees 59 minutes 38 seconds East, 358.75 feet; thence North 58 degrees 51 minutes 46 seconds West, 167.67 feet to the northwesterly line of said Lot 1 and closing.

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

ORDINANCE 180, 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 3<sup>rd</sup> DAY  
OF DECEMBER, 2012.

APPROVED:

\_\_\_\_\_  
Jerry Tveit  
Mayor of St. Francis

ATTEST:

\_\_\_\_\_  
Barbara I. Held  
City Clerk

(seal)



**2013 MASTER FEE SCHEDULE**

EXHIBIT A for Ordinance 162, Second Series, Subd. 2

**ANIMAL IMPOUND FEES**

1st Offense	\$50	\$60
2nd Offense	\$85	\$90
3rd Offense	\$125	
Boarding Fee	\$20/day	

**ANIMAL LICENSE**

Dog License (May-April)	\$5/(1-2 year vaccinations)	\$10/1-2 year vaccinations
	\$7/(3 year vaccinations)	\$15/3 year vaccination
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 Use	\$2,000/year	
Fireworks (per City Ordinance)	\$50/year	
Pawnbroker	\$1,000/year	
Refuse Hauler	\$150/year + \$25/truck	\$200/year + \$50/truck
Sauna/Massage Parlor	\$200/year	
Taxicab Driver License Fee	\$150/year	
Taxicab Operator License Fee	\$150/year	
Towing/Impound	\$150/year	
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



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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
Member	\$15/meeting – paid annually
Park Commission	
Chairman	\$20/meeting – paid annually
Member	\$15/meeting – paid annually

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### 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
Football Youth Program	\$43/week/team	
Gazebo Rental	\$50	\$100
Rink Rental for Reserved Time	\$25/hour	\$50/hour
Shelter	\$25	\$50
Soccer	\$34/week/team	
Soccer Field	\$25/each	\$27/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.

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### 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)

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<b>DIVISION AND USE OF PROPERTY</b>	<b>Fee</b>	<b>Escrow</b>
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
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
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	

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

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## BUILDING PERMITS

<b>Basement Finishes Permit</b>		<b>\$140</b>
Building Demolition	\$50 + \$5 state surcharge	<b>\$95 + \$5 state surcharge</b>
Building Demolition - Commercial	By Valuation	
<b>Contractor Verification Fee</b>		<b>\$10</b>
Fence	\$40.00	
Fireplace	\$75 + \$5 state surcharge	<b>\$95 + \$5 state surcharge</b>
Fuel Tank Removal	\$50 + \$5 state surcharge	<b>\$95 + \$5 state surcharge</b>
Engineers Grading Review of Building Permit	\$100	
Hot Water Heater	\$15 + \$5 state surcharge	<b>\$50 + \$5 state surcharge</b>
HVAC	\$50/unit + \$5 state surcharge	<b>\$75/heating installations; \$40/air conditioning</b>
<b>Inspections-After Hours</b>		<b>\$70/hour, minimum 2 hours</b>
<b>Investigation Fee</b>		<b>Not to exceed permit fee</b>
Irrigation	\$50 back flow preventer + \$	
Mobile Home Setup	By Valuation	
On-Site Septic		
Standard Trench	\$250	
Innovation Mound	\$250	
Soil Verification	\$100	
Type I - IV		<b>\$275</b>
Type V		<b>By cost incurred</b>
Operating Permit		<b>\$125/year</b>
Plumbing	\$5/opening w/\$50 minimum	<b>\$10/opening with an \$80 minimum</b>
Pools	\$75 + \$5 state surcharge	<b>*(see below)</b>
	Letter must be submitted annually stating that the above ground pool will be placed in the same location each year as per the initial site plan.	
	By Valuation	
Pools - Inground		
<b>Re-Inspection Fee</b>		<b>Not to exceed \$75/trip</b>
Roofing		
Residential	\$75 + \$5 state surcharge	<b>\$95 plus \$5 state surcharge</b>
Commercial	By Valuation + plan review + state surcharge	<b>*(see below)</b>
<b>Septic System Pumping</b>		<b>\$20</b>
Siding		
Residential	\$75 + \$5 state surcharge	<b>\$95 plus \$5 state surcharge</b>
Commercial	By Valuation + plan review	<b>*(see below)</b>
Signs	By Valuation + plan review + state surcharge	
<b>Water Softener Permit</b>		
Residential		<b>\$15 by state statute</b>
Commercial		<b>By valuation</b>
Windows	\$50 + \$5 state surcharge	<b>\$95 + \$5 state surcharge</b>
<b>Permit-Card Replacements</b>	<b>\$30</b>	
Commercial Buildings (Plbg, Mech, Fire Alarm, Etc.)	By Valuation + plan review + state surcharge	

Anything not listed above will be based on valuation + plan review + state surcharge.  
 Permit Extension — 1/2 Permit Fee and Building Inspector makes determination.  
 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  
 Permits 180 days old are null and void with no refund

\* Any fixed Surcharge Tax from July, 1 2010 through June 30, 2013 with a fixed rate of \$0.50 was increased by the State of MN to be \$5.00  
 Refunds — City retains Plan Check Fee

## ESCROW DEPOSITS

Urban	
Curb Box & Meter	\$1,500
Final Grading	\$500 - \$1,000
Litter/Debris Cleanup	\$100 - \$300
2" Caliper 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" Caliper Tree (new)	\$300
Sod/Seeding	\$300 - \$2,000
Erosion Control in Place	\$300

Culvert	\$1,500
Driveway Installed	\$1,500

**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

## 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	
$\frac{3}{4}$ "	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
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

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## WATER RATES

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

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## SEWER RATES

Monthly Base Fee	\$12
Charge per 1,000 Gallons Used	\$4.55/equivalent connection
Sewer Users Only	Sewer Base Rate + 6,000 Gallons @ Water Rate

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Summer Sewer usage calculation for May-October will be based on the average usage from the January, February and March readings of the same year with a minimum billing of 3,000 gallons but not to exceed the water usage for the month.

## AGENDA REPORT

**TO:** City Administrator  
**FROM:** Finance Director  
**SUBJECT:** Water and Sanitary Sewer Rates  
**DATE:** November 14, 2012

### 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 &amp; 2012</u>	<u>2013</u>
<b>Water</b>									
Base	10.00	10.00	10.00	11.00	11.50	11.50	11.50	11.75	12.00
Usage	2.90	3.00	3.00	3.50	3.50	tiered	tiered	tiered	tiered
MNTest Fee					.53	.53	.53	.53	.53
<b>Sewer</b>									
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

Attached is an option sheet for suggested fee increases based on an analysis of 2012 data. It lists the projected annual revenue increase and effect on a household based on 6,000 gallons monthly usage. We are proposing an increase in the base fees. This should provide an approximate increase in sewer revenues of \$42,275 and water revenues of \$23,275. Please note these increase revenues help pay in the Sewer fund the debt service on the 2010 Bonds and in the Water fund the ever increasing costs associated with the treatment of water for the residents. This will also bring us closer to the national average used for obtaining grants and loans from Federal and State Agencies. These programs recommend a billing of an average of \$90/month for water and sewer. The City of St. Francis will be billing approximately \$80.00 for a user of 6,000 gallons

with these rates.

### **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 3/10/13): a) increase the base fee for sewer from \$12.25 to 12.50; b) increase the monthly Sewer 1,000 gallon Usage Charge from \$4.55 to \$4.90; c) increase the water base fee from \$11.75 to \$12.00 (Note that the State water test fee of \$.53 would be added to this amount for a total of \$12.53) ; 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 – 2013</u>
0 – 14,999	\$4.05	\$4.15
15,000 – 29,999	\$4..25	\$4.35
30,000 – 44,999	\$4.95	\$5.05
>= 45,000	\$5.95	\$6.05

Continued small increases will help to create stronger fund balances.

### **BUDGET IMPACT**

See attached sheet for estimated increases to annual revenues.

1. Options for fee increases

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	7,275	0.25	3.00	2.0%
		12.25	0.50	12.75	14,550	0.50	6.00	4.1%
		12.25	0.75	13.00	21,825	0.75	9.00	6.1%
		12.25	1.00	13.25	29,100	1.00	12.00	8.2%
	Usage Fee	4.55	0.35	4.90	35,000	2.10	25.20	7.7%
		4.70	0.50	5.20	50,000	3.00	36.00	10.6%
		4.85	0.65	5.50	65,000	3.90	46.80	13.4%
		5.00	0.80	5.80	80,000	4.80	57.60	16.0%
WATER *	Base Fee	11.75	0.25	12.00	7,275	0.25	3.00	2.1%
		11.75	0.50	12.25	14,550	0.50	6.00	4.3%
		11.75	0.75	12.50	21,825	0.75	9.00	6.4%
		11.75	1.00	12.75	29,100	1.00	12.00	8.5%
	Usage Fee	4.05	0.10	4.15	16,000	0.60	7.20	2.5%
		4.15	0.20	4.35	32,000	1.20	14.40	4.8%
		4.30	0.35	4.65	56,000	2.10	25.20	8.1%
		4.45	0.50	4.95	80,000	3.00	36.00	11.2%

Monthly tiered rate structure recommendation:

<u>Gallons per Equivalent Connection</u>	<u>Fee</u>
0-14,999	4.15
15,000 - 29,999	4.35
30,000 - 44,999	5.05
>= 45,000	6.05

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

## **AGENDA REPORT**

**TO:** Matt Hylan, City Administrator  
**FROM:** Jeffery Harapat, Chief of Police  
**SUBJECT:** Hiring a Temporary Part Time Office Person  
**DATE:** 11/27/12

### **INTRODUCTION**

This temporary position would assist with day to day office work such as assisting walk-ins, answer phones and some typing.

### **BACKGROUND**

This temporary position is needed due to a medical leave that started on 11/27 with an expected return of 1/8/12.

### **RECOMMENDATION**

I recommend to hire/promotion of a current reserve officer Britny Schmitz. She would be able to work the needed hours and has some experience within this field.

### **BUDGET IMPACT**

This would be a non-budgeted expense with an estimate of \$1,780 - \$2,400, depending on the recovery time of our full-time employee on leave. Efforts will be made to reduce spending in other areas of the budget to accommodate this unanticipated expenditure.

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Attachments:

1. NONE