

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
MARCH 7, 2011
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- February 22, 2011
 - b. Amend the Contract for Services with ISD #15 regarding Maintenance of Vehicles and Equipment
 - c. Anoka County Connectivity Services Agreement for Broadband Services
 - d. Amend the January 2011 Upper Rum River Watershed Management Organization Joint Powers Agreement
 - e. Accept Maria Weinztel's letter of resignation from the St. Francis Bottle Shop
 - f. Payment of Claims
5. Meeting Open to the Public
6. Petitions, Requests, Applications
 - a. Anoka Winter Knights Snowmobile Club Donation Presentation to the St. Francis Fire Dept.
7. Ordinances & Resolutions:
 - a. Resolution 2011-04: 2010 End of Transfer
 - b. Ordinance 153, Second Series: Amending Sec. 10-19 of the Zoning Ordinance regarding Disability Parking, Driveway Standards and Proof of Parking (First Reading)
8. Reports of Consultants & Staff Members
 - a. Engineer:
 - b. Attorney:
 - c. Staff:
 - Fire Dept:
 - Public Works: Internship Possibilities for Public Works
MPCA Groundwater Monitoring Wells
Emergency Snow Removal Report
 - Liquor Store:
 - Police:
 - City Administrator Report:
9. Reports from Council Members
10. Report from Mayor
11. Old Business
12. New Business
 - a. Efficiency Report Card – Police Department
13. Adjournment

Calendar of Events

- Mar. 13th: Daylight Saving Time Begins
Mar. 16th: Planning Commission Meeting @ ISD #15 Central Services Center 7:00 pm
Mar. 21st: City Council Meeting @ ISD# 15 Central Services Center (District Offices) 6:00 pm
Mar. 24th: Education Workshop on the River Crossing Study and Extension of Bridge St @ SF Elem. 7 pm
Apr. 4th: City Council Meeting @ ISD# 15 Central Services Center (District Offices) 6:00 pm
Apr. 16th: St. Francis Community and Business Expo @ SFHS 10 am – 3 pm

TO: Mayor & City Council

FROM: Matthew L. Hylen,
City Administrator

Math (BL)

RE: Agenda Memorandum – March 7, 2011 Meeting

Agenda Items:

4. Consent Agenda:

- c. Anoka County Connect Contract: As previously discussed numerous times, this is the fiber looping project with Anoka County.
- d. URRWMO Joint Powers Agreement: Attached is a revised Upper Rum River Water Management Organization Joint Powers Agreement. Specifics are attached as minutes from the January 2011 URRWMO Board meeting.

6. Petitions, Requests, Applications:

- a. The Anoka Winter Knights Snowmobile Club will be presenting a donation to the St. Francis Fire Department.

7. Ordinances & Resolutions:

- a. *Resolution 2011-04*: Attached is Resolution 2011-04 approving additional 2010 transfers. A motion is in order to approve Resolution 2011-04.
- b. *Ordinance 153, Second Series*: Attached is Ordinance 153, SS first reading relating to driveway/Parking regulations. Attached is a memorandum from City Consulting Planner Nate Sparks giving an overview to this amendment. A motion would be in order to approve the first reading of Ordinance 153, Second Series with a roll call vote to follow.

8. Reports:

- a. **Engineer:**
- b. **City Attorney:**
- c. **Staff:**

Fire Dept:

Public Works: *Internship for Public Works*: Mr. Paul Teicher, Public Works Director will explain a possibility to receive an intern for little or no cost to specialize in Public Works functions. If Council concludes this is a good pilot program, a motion would be in order to allow staff to work with the program directors and complete the hiring of an intern. Note: this is not a regular full time employee as defined in our personnel policy manual.

MPCA Groundwater Monitoring Wells: Attached is an agreement entitled "MPCA Property Access Agreement with the City of St. Francis". This will allow the MPCA to conduct research/monitoring of the water tables in St. Francis. They are looking at three municipally owned sites in town.

Emergency Snow Removal Report: Attached is a report from Nate Sparks, Consultant City Planner relating to emergency snow removal. This is for informational purposes.

Liquor Store:

Police:

City Administrator:

11. Old Business

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

CITY COUNCIL MINUTES

Tuesday, February 22, 2011

1. **Call to Order/Pledge of Allegiance:** The regular City Council Meeting was called to order by Mayor Jerry Tveit at 6:00 pm.
2. **Roll Call:** Present were Mayor Jerry Tveit, Council members Jeff Sandoval, LeRoy Schaffer, Steve Kane, and Chris McClish. Also present were City Attorney Scott Lepak (Barna, Guzy & Steffen), City Engineer Jared Voge (Bolton & Menk, Inc.) Police Chief Jeff Harapat, Public Works Director Paul Teicher, Finance Director Darcy Mulvihill, City Administrator Matt Hylen and City Clerk Barb Held.
3. **Adopt Agenda:** MOTION BY KANE SECOND SANDOVAL ADOPT THE FEBRUARY 22, 2011 CITY COUNCIL AGENDA. Motion carried 5-0.
4. **Consent Agenda:** Mayor Tveit asked to remove item e. He would like to address this item separately. MOTION BY SANDOVAL SECOND McCLISH TO APPROVE THE FEBRUARY 22, 2011 CITY COUNCIL CONSENT AGENDA A through D AND F AS FOLLOWS:
 - a. Approve the City Council Minutes of February 7, 2011.
 - b. Receive and File the St. Francis Fire and Rescue General Meeting Minutes – February 6, 2011.
 - c. Receive and File the Draft Upper Rum River Watershed Management Minutes - January 4, 2011.
 - d. Accept Jacob Blanchette's Letter of Resignation from the St. Francis Fire Department.
 - e. ~~Appoint Roni Ronyak to the Planning Commission filling the term of Kyle Waterworth.~~
 - f. Approve the Payment of Claims for \$178,067.07.Motion carried 5-0.

e. Appoint Roni Ronyak to the Planning Commission filling the term of Kyle Waterworth. Mayor Tveit introduced Roni Ronyak to the City Council being she was in attendance. MOTION BY SANDOVAL SECOND KANE TO ACCEPT THE APPOINTMENT RONI RONYAK TO THE PLANNING COMMISSION FILLING THE TERM OF KYLE WATERWORTH. Motion carried 5-0.

5. **Meeting Open to the Public:** Tim Brown, 5268 Ambassador Blvd, wanted to first commend the city staff for the efficient snow removal this past weekend. Secondly, I am glad you (the city council) are having a work session they are very beneficial. In the past, Mr. Schaffer you have chosen not showed up to these. You say you are for the little people, whoever they are. Mr. Schaffer, please show up to these work sessions. Work for the people of St. Francis. You don't show up for budget work sessions either, do your job. Be part of the system

not against the system. You have complained on a number of occasions that you wanted to be involved in committees, and the council put you on the URRWMO and then you chose not to show up to the meetings. You, Mr. Schaffer were band from City Hall then when you are allowed back in, there are issues.

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

a

7. **Ordinances & Resolution:**

a. **Ordinance 152, Second Series: Amending Section 6-1-6 Entitled “Fee Schedule” (Second Reading):** MOTION BY SANDOVAL SECOND McClish TO ADOPT THE SECOND READING OF ORDINANCE 152, SECOND SERIES AMENDING SECTION 6-1-6 ENTITLED “FEE SCHEDULE”. Roll Call: Ayes: Schaffer, Sandoval, Kane, McClish. Nays: None. Motion carried 5-0.

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

a. **Engineer: Agreement between Department of Transportation & City of St. Francis for Federal Participation in Construction-Resolution 2011-03 MnDOT Agency Agreement No. 97988:** City Engineer, Jared Voge reported the agreement is required for the Federal funds associated with the Pederson Path Improvements project. As the funding received was obtained through the Federal Transportation Enhancement Application process. The agreement was is presented allows the Minnesota Department of Transportation to act as the City’s agent for obtaining the Federal funds associated with the project. MOTION BY KANE SECOND SANDOVAL TO ADOPT RESOLUTION 2011-03 APPROVING THE AGREEMENT BETWEEN DEPARTMENT OF TRANSPORTATION & CITY OF ST. FRANCIS FOR FEDERAL PARTICIPATION IN CONSTRUCTION - MnDOT AGENCY AGREEMENT NO. 97988. Motion carried 5-0.

b. **Attorney:**

c. **Staff: Fire Dept:**

Public Works:

Liquor Store:

Police Dept:

City Administrator Report: Hylen stated he will be absent at the March 7th City Council meeting along with Councilmember Kane.

Hylen also reported that the City Council would be having a Work Session next Monday night at Councilmember Kane’s place of employment. Hylen asked Kane to give the address of the location. Kane stated it is 9445 East River Road NW, (Corner of Foley Blvd and East River Road). In talking with the facilitator today, he recommends adding the management team to the work session. Hylen said it is up to the City Council, do you have any concerns with the management team attending. The mayor asked the rest of the City Council if there were any concerns with the management team attending the work session. The City Council did not have a problem with them attending the work session.

9. **Reports from Council Members:** No reports.

10. **Report from Mayor:** No report.

11. **Old Business:**

a. **Revolving Loan Draft Policy for Economic Development:** A “Concept Summary Proposal” was provided from Central Minnesota Development Company. The proposal outlined what services they could provide. The only concern was starting with a lower amount such as \$2,500 on fund capitalization. Kane would like to see the smaller amounts too to start with and Tveit agreed. The Anoka County HRA/EDA would be the place where we would be requesting funds from.

12. **New Business:**

a. **Efficiency Report Card-Finance Director:** Finance Director Darcy Mulvihill gave a brief presentation on GFOA (Government and Finance Officer’s Association) Budget Award the City received last year. Mulvihill is working on this year’s budget report. By submitting your budget to the GFOA it is reviewed by peers in the field of government finance throughout the United States. They review and point your budget on how easy it is to understand and the amount of information provided. Gayle Bauman, the previous finance director received the award last year after her first try. Mulvihill stated the Bauman did a very good job on obtaining the award last year. Mulvihill stated she is still working on finishing this years report.

b. **Tour of the Public Works Facility (4020 St. Francis Blvd.):** The City Council will be touring the current Public Works Facility located at 4020 St. Francis Blvd. Mayor Tveit recessed the meeting at 6:22 pm. The Council Meeting reconvened at 6:37 pm.

13. **Adjournment:** The reconvened City Council meeting adjourned at 7:30 pm.

Barbara I. Held, City Clerk

CONTRACT FOR SERVICES

This contract is entered into between the City of St. Francis, a municipal corporation under the laws of Minnesota (“City”) and Independent School District No.15, the St. Francis Public Schools (“District”), referred to collectively herein as the “Parties”.

1. Definitions

“Ordinary and routine repairs and maintenance” shall consist of changing oil and filters, greasing vehicles, repairing and/or replacing brakes, flushing antifreeze, changing tires, balancing tires, engine tune-ups (changing spark plugs and spark plug wires and timing vehicles) and installing new or rebuilt engines.

“Ordinary and routine repairs and maintenance” shall not include steering alignment or major engine repairs, including rebuilding engines.

2. Term of the Contract

The term of this agreement shall begin on the date on which it is executed by representatives of both Parties following approval by the City Council and the School Board and shall extend through June 30, ~~2010~~ 2011.

2. Extension(s) of the Contract

The term of the contract may, thereafter, be extended annually in one year increments effective June 30, ~~2010~~ 2012 and June 30, ~~2011~~ 2013 upon the mutual and written agreement of the Parties.

3. Services to be provided by District

The District shall perform ordinary and routine preventative maintenance and repairs on City vehicles, portable and non-portable generators and maintenance equipment, ~~except police cars~~, as requested by an authorized City representative. The District will not provide any repair or maintenance upon City’s ~~police cars~~ vehicles under this contract.

The authorized City representative shall be the Public Works Director.

4. Inspection by the City upon the return of repairs to vehicles

An authorized representative of the City shall inspect any and all work performed by the District under this contract at the time of the return of a repaired vehicle to the City. The failure of a City representative to object, in writing, to the work performed hereunder by the District at the time of the return of a repaired vehicle to the City shall constitute acceptance by the City of the vehicle and the repairs and/or maintenance performed by the District.

The Parties agree that the District does not warrant the effectiveness of any part obtained on behalf of the City from a parts supplier and installed in connection with services provided under this contract.

NO WARRANTY OF MERCHANTABILITY OR FITNESS

The parties expressly agree that acceptance of a vehicle by the City's authorized representative following completion of repairs or maintenance under this Contract shall constitute a waiver of any implied or express warranty as to the quality or effectiveness of the repair or maintenance services performed under this Contract.

5. Priority of Services

City agrees and understands that the District shall give greater priority to the repair and maintenance of vehicles it uses for student transportation than the repair and maintenance of City vehicles.

6. Compensation for Services.

The City shall pay the District seventy five (\$75) per hour for light duty trucks and ninety (\$90) dollars per hour for other equipment services provided under this contract. Such charges shall not include the cost of parts necessary to complete repairs and maintenance of City vehicles. The parts supplier shall bill the City directly for the cost of all parts installed under this contract.

The District shall maintain time records for all repair and maintenance services provided under this contract and District shall prepare invoices for all services provided under this contract. Invoices reflecting all work performed by District shall be prepared on a monthly basis and shall promptly be mailed to the City Offices to the attention of Accounts Payable.

The City payment shall be due and owing within thirty (30) days of receipt of an invoice by the District.

City of St. Francis, by:

Independent School District No. 15, by:

(Title) _____

(Title) _____

Date: _____

Date: _____

**Connectivity Services Agreement
With Community Anchor Institution(s)
For Broadband Services
At Co-location Service Site(s)**

This Agreement, entered into by and between:

1. **COUNTY of Anoka** (Anoka County), 2100 Third Avenue North, Anoka, Minnesota 55303; and
2. _____, (Entity), _____, _____, Minnesota, 55____.

WHEREAS, ZAYO Bandwidth LLC (ZAYO) was recently awarded a grant from the National Telecommunications and Information Administration (NTIA) which is to be combined with matching funds from ZAYO and Anoka County to build a fiber optic network in Anoka County to provide high-speed broadband services to Community Anchor Institutions; and

WHEREAS, Anoka County has recently entered into a Master Fiber Indefeasible Right of Use (IRU) Agreement and a Wholesale Master Service Agreement with ZAYO in order to facilitate the purposes of the grant obtained by ZAYO; and

WHEREAS, Anoka County and ZAYO have identified multiple Community Anchor Institutions to be connected by the Core Backbone and Distribution Network which will comprise the fiber optic network; and

WHEREAS, Anoka County desires to arrange for co-location service sites at various Community Anchor Institutions which have been identified for the purposes of building the fiber-optic network; and

WHEREAS, Connectivity Services will become available to each of the Community Anchor Institutions at the co-location service sites as a result of the fiber-optic network built by Anoka County and ZAYO; and

WHEREAS, the Community Anchor Institutions will have the option of accepting Connectivity Services initially, or allowing the equipment to be installed and reserving the acceptance of Connectivity Services until a later time; and

WHEREAS, Entity is a community anchor institution which owns, leases, controls, rents or administers a designated co-location service site; and

WHEREAS, it is in the interest of Entity to work together with Anoka County to facilitate ZAYO in building the fiber optic network.

NOW, THEREFORE, the parties hereto agree as follows:

I. DEFINITIONS

That the parties agree the following definitions for terms used in this Agreement:

- a) Community Anchor Institutions: quasi-government, government, educational and public safety institutions.
- b) Co-location service sites: designated physical sites located in various Community Anchor Institutions located in and around Anoka County. (See Attachment A.)
- c) ZAYO System: an integrated multi-cable, multi-ring fiber optic communication system comprise of cables and ducts, lateral connections, and the manholes and handholds locates therein, and related equipment required to provide Connectivity Services as provided through the NTIA grant.
- d) Connectivity Services: As described in Article V.
- e) Underlying Rights: all deeds, IRUs, (exclusive or non-exclusive) easements, rights-of-way agreements, licenses, ~~franchises~~, grants, contracts and other rights, titles and interests to use real property of any third person, which are reasonably necessary for the construction, placement, location, installation, operation, use, IRU rental, maintenance, repair or replacement by ZAYO or Anoka County, as the case may be, of the ZAYO System, Ducts, County Equipment, Cable or County Dark Fibers.
- f) IRU: Indefeasible Right of Use.
- g) Equipment: electronics, optronics, and other devices as necessary to deliver the Connectivity Services.
- h) Permitted use: services shall only be used by Community Anchor Institutions for quasi-governmental, governmental, educational or public safety purposes and shall not be used to directly or indirectly compete with ZAYO.
- i) ZAYO Staff: Employees, consultants, and other sub-contractors working under the direction of ZAYO to install and support the ZAYO System.

II. SCOPE OF SERVICES

A. Anoka County will provide, through its contract with ZAYO, Connectivity Services to Entity through the fiber optic network built by ZAYO. Once the fiber optic network is built and the system is installed in the various co-location service sites, Anoka County, through its agreement with ZAYO, its successors and/or assigns, will provide ongoing support for the provision of Connectivity Services to Entity. Only site location identified with fee amounts on Attachment A will receive Connectivity Services. Any mutually agreed changes to Connectivity Services will require a modification to Attachment A pursuant to section XII.

B. Entity shall provide space for a co-location service site where ZAYO, on behalf of Anoka County, can install equipment to be connected to the ZAYO system in order to build the Fiber Optic network. Entity shall provide Underlying Rights to the co-location site to Anoka County for the purpose of building the Fiber Optic network to the point of demarcation.

III. COSTS AND COMPENSATION

A. To the extent that Connectivity Services are used by Entity, Entity will pay Anoka County a monthly fee as detailed in Attachment A. Fees reflect the actual costs to provide the Connectivity Services. For entities receiving connectivity services, the initial fee is established at \$75.00 per month for 100 mb and \$400.00 per month for 1 gb. Fees will be periodically reviewed to reflect current costs, but will not be modified without the agreement of both parties. Fees will be invoiced starting the month following when Connectivity Services begin. Entity will provide payment within 30 days of receipt of an invoice. Nonpayment shall be grounds for default.

B. Entity shall not charge Anoka County for the Underlying Rights in the co-location site used by Anoka County and ZAYO to build the Fiber Optic Network. Additionally, Entity shall not charge rent, access fees, lease payments, or any other fee to Anoka County or ZAYO for the co-location space provided for the installation and housing of Equipment provided for connectivity service for Entity.

IV. PHYSICAL ACCESS TO CO-LOCATION SITE

A. Entity shall provide co-location space at co-location service sites indicated on Attachment A where ZAYO, on behalf of Anoka County, can install Equipment to provide services. Security shall be maintained at the site as indicated in Attachment B. Entity shall provide adequate power and temperature control as may be further detailed on the service order Attachment B. Entity shall provide all Underlying Rights and rights of access necessary for ZAYO to enter the premises and to construct and maintain fiber connections across the co-location service site whether the site is owned, leased, rented or administered by Entity.

B. ZAYO, on behalf of Anoka County, shall provide, install, maintain, repair, operate and control its Equipment, as necessary. Unless specifically provided in Attachment A, there shall be no cost to Entity for the purchase and/ or installation of the ZAYO Equipment. Any ZAYO Equipment shall be maintained and replaced at no expense to Entity until the earlier of August 17, 2017, or this contract is otherwise terminated. Thereafter, if the ZAYO Equipment deteriorates, or no longer supports the provisioning of services, Entity agrees that it shall pay the prorata costs incurred in the replacement of such ZAYO Equipment.

C. ZAYO, through Anoka County, may request permission to place additional ZAYO Equipment at the co-location service site indentified in Attachment A to solely service commercial customers. If Entity elects to allow such installation for commercial service at the co-location service site, ZAYO shall pay to Entity \$250 per month for the first device, and \$100 per month for each additional device. No co-location fees will apply if ZAYO Equipment used to provide services to Entity and to Anoka County if such ZAYO Equipment is also used to serve a commercial customer.

D. The ZAYO Equipment shall remain the sole and exclusive property of ZAYO, and nothing contained herein shall give or convey to Entity any right, title or interest whatsoever in the ZAYO Equipment. The ZAYO Equipment shall remain

personal property, notwithstanding that it may be or become attached to, or embedded in, realty. The ZAYO Equipment shall not be considered a fixture of that real property. Neither Anoka County nor Entity shall tamper with, remove or conceal any identifying plates, tags, or labels identifying ZAYO's ownership interest in the ZAYO Equipment.

E. Equipment and service beyond the point of demarcation and/or interconnection between ZAYO's facilities and Entity terminal Equipment and the wiring at the point of demarcation shall be the responsibility of the Entity.

F. Entity shall provide access to ZAYO on behalf of Anoka County to provide services for purposes of installation, maintenance and repair of ZAYO Equipment. ZAYO, on behalf of Anoka County, shall restrict access to the co-location site space to authorized ZAYO staff. ZAYO staff shall abide by any physical security requirements provided to ZAYO in writing. ZAYO shall make reasonable attempts to provide at least two days notice prior to entering the co-location site to install, maintain, or repair any of the ZAYO Equipment. If it is not reasonably possible to provide such notice, or in an emergency, ZAYO shall provide notice as soon as practicable, but in all events prior to entering the co-location site. See Attachments B and D.

G. If Entity provides its own Equipment, Anoka County, or ZAYO on Anoka County's behalf, shall have no obligation to install maintain or repair the Equipment. If, on responding to an Entity initiated service call, Anoka County, ZAYO and Entity jointly determine that the cause of the service delinquency was a failure, malfunction or the inadequacy of Entity's Equipment, Entity shall compensate Anoka County/ZAYO for ZAYO's actual time and materials expended during the service call.

H. Neither party shall adjust, align, attempt to repair, relocate or remove the other party's Equipment, or ZAYO's Equipment, except as expressly authorized in writing by the other party or ZAYO.

I. Prior to any installation of the SYSTEM, ZAYO will submit to Entity entrance and construction plans specifying the location, construction and method of installation related to the System. ~~Such plans shall be deemed accepted unless objected to in writing within ten (10) business days of submission by ZAYO. Entity shall respond to the plans with any objections as soon as reasonably possible, but in any event no later than 60 days.~~ Entity shall immediately provide notice to ZAYO of known asbestos or other hazardous substances, pollutants or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), Title 42, U.S. Code, or similar state or federal law.

J. Entity shall provide to Anoka County 24-hour contact information for the purpose of gaining co-location service site access. This information shall be used for both business hour and non-business hour services access. Entity will review and update the information provided as needed, but at least on an annual basis. See Attachment D.

K. Entity shall not arbitrarily or capriciously require ZAYO to relocate ZAYO Equipment. However, upon ninety (90) days written notice, or, in the event of any emergency, Entity may require ZAYO to relocate co-located ZAYO Equipment; provided, however, the site of relocations shall afford comparable environmental conditions for the ZAYO Equipment and a comparable accessibility to the ZAYO Equipment.

V. CONNECTIVITY SERVICE LEVEL REQUIREMENTS

A. Anoka County, through its agreement with ZAYO, shall provide Connectivity Services to Entity at the capacity level indicated in Attachment A. Any upgrades to service will be dependent on costs of Equipment, fees to ZAYO, capacity limitations of the network, and other relevant factors. Entity recognizes that the network has a total bandwidth of 10GB on the core ring and 1GB on distribution rings and distribution laterals. This total capacity is shared among other Community Anchor

Institutions which are part of this project. Entity agrees to work with Anoka County to manage bandwidth and equitably resolve capacity issues on the network.

B. Dark fibers will be installed at each co-location service site as indicated in Attachment A. These dark fibers will be terminated at the site and are reserved for future use. This agreement neither contemplates nor conveys to Entity present or future rights to the use of the dark fiber. Any future use will be by a separate agreement and at an additional cost.

C. Entity may use the network only to provide service to itself, and agencies and departments of the -inEntity in keeping with the permitted uses of this agreement.

D. Transport Availability: The transport services being provided will meet or exceed 99.999% network availability for protected optical service, 99.99% for protected TDM based services such as DS3s and DS1s and 99.9% for unprotected services as measured on a monthly basis. If Network Availability is below the percentage above in two out of the three preceding calendar months not due to an Excused Outage, the same shall constitute an event of default hereunder.

E. Ethernet Availability: The Ethernet Services being provided will meet or exceed 99.9% network availability for unprotected service and 99.95% for protected service as measured on a monthly basis. If Network Availability is below 99.9% for unprotected circuits and 99.95% for protected circuits in two out of the three preceding calendar months not due to an Excused Outage, the same shall constitute an event of default hereunder.

F. Mean Time To Repair (MTTR): ZAYO's MTTR will be four hours for protected services and eight hours for unprotected services as measured on a monthly basis for outages of the services provided or any part of the services provided; for example an individual DS3 or group of DS3s. If ZAYO's MTTR for all protected services is greater than four hours in two out of the three preceding months not due to a Force

Majeure Event such occurrence shall constitute an Event of Default on the part of ZAYO, on behalf of Anoka County, for the affected circuit.

VI. TERM

This Agreement will be for a period commencing on the date of signing by all parties, and continuing until August 16, 2015 (Initial Term), with up to a total of three (3) renewal periods of additional five (5) years terms (Renewal Terms) upon written amendment. Both parties shall provide written notice of intent to renew this agreement not less than one hundred eighty days (180) before the end of the Initial Term or Renewal Term. For purposes of this agreement, written notices shall be sent to the addresses of each of the Parties as indicated above. Upon the termination or expiration of this Agreement, Anoka County shall have no further obligation to provide Services and no further liability to Entity. Upon termination or expiration of this agreement, ZAYO shall be provided a reasonable opportunity to retrieve its equipment from the co-location service site(s). Any underlying rights granted by the Entity under this Agreement shall terminate or expire with the Agreement without need for further action or notice by any party.

VII. INDEMNIFICATION

To the extent permitted by law, each party shall indemnify, defend and hold harmless the other party, it's commissioners, council members, school board members, superintendents, directors, officers, employees and agents, successors and assigns, from all damages, costs, expenses and liabilities, including reasonable attorney's fees and disbursements, sustained in any action commenced by any third party in connection with the indemnifying party's performance of its obligations and duties under this Agreement except those damages, costs, expenses, and liabilities arising from the negligence or willful misconduct of the other party. The indemnified party shall promptly notify the other party in writing of any such law suit or claim.

VIII. INSURANCE

During the Initial Term, and during each renewal term, each party shall obtain and maintain not less than the insurance set forth in Attachment C.

IX. LIABILITY AND LIMITATIONS OF LIABILITY

A. Entity shall be liable for any loss of or damage to the ZAYO Equipment at the co-location site caused by Entity's negligence, intentional acts, willful misconduct or unauthorized maintenance subject to statutory limits. Entity shall reimburse Anoka County on behalf of ZAYO for the reasonable cost of repair of the ZAYO Equipment, or the replacement thereof, within thirty (30) days after receipt by Entity of a written request for reimbursement.

B. Anoka County shall be liable for any loss of or damage to Entity's equipment caused by Anoka County or ZAYO's negligence, intentional act, willful misconduct or unauthorized maintenance. Anoka County shall reimburse Entity for the reasonable cost of repair of the equipment, or the replacement thereof, within thirty (30) days after a written request for reimbursement and ZAYO has reimbursed Anoka County for the loss or damage pursuant to Anoka County's Agreement with ZAYO. Anoka will make reasonable effort to pursue reimbursement on the Entity's behalf.

C. Anoka County shall not be liable for delays in installation, commencement or restoration of the service; for any temporary or permanent cessation of service; for errors, malfunctions, delays or defects in transmission of the service; for loss or damage occasioned by a Force Majeure Event. Anoka County's liability for any and all causes and claims whether based in contract, warranty, negligence or otherwise shall in no event exceed: 1) an amount equivalent to the proportionate charge by Anoka County to Entity for the period of service affected, or 2) if applicable, the replacement value of any Entity equipment which is lost or damaged as a result of Anoka County's gross negligence or willful misconduct.

D. ANOKA COUNTY NEITHER ASSUMES NOR MAKES ANY WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE SERVICE, LOCAL ACCESS OR ANY OTHER MATTER, EXCEPT AS SET FORTH IN THIS AGREEMENT. SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

X. FORCE MAJEURE

Neither party individually and Anoka County on behalf of ZAYO shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action or request of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, insurrection, riot, war, strike, lockout, or work stoppage (each a "Force Majeure event"). The party claiming relief under this section shall notify the other party of the occurrence or existence of the Force Majeure event and of the termination of such event. In the event Anoka County through ZAYO is unable to deliver services as a result of a Force Majeure event which precludes ZAYO from performing, the other party shall not be obligated to pay for the services so affected for as long as ZAYO is unable to deliver the Services.

XI. COMPLIANCE WITH LAWS

In providing all services pursuant to this Agreement, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this

Agreement and shall entitle the Parties to terminate this Agreement immediately upon delivery of written notice of termination.

XII. MODIFICATIONS

Any material alterations, modifications or variations of the terms of this Agreement shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

XIII. DATA PRIVACY

In collecting, storing, using and disseminating data on individuals in the course of providing services hereunder, the parties agree to abide by all pertinent state and federal statutes, rules and regulations covering data privacy, including, but not limited to, the Minnesota [Government Data Practices Act](#) and all rules promulgated pursuant thereto by the Commissioner of the Department of Administration.

All data created, collected, received, stored, used, maintained, or disseminated by the parties in performing this Agreement is also subject to the provisions of Minn. Stat. § 13 et. seq. (the Minnesota Government Data Practices Act) and, pursuant to that statute, the parties must comply with the requirements of that statute. All remedies set forth in Minn. Stat. § 13.08 shall also apply to the parties.

XIV. EARLY TERMINATION

This Agreement may be terminated by either party at any time, with or without cause, upon One Hundred Eighty (180) written days notice delivered by mail or in person. If notices are delivered by mail, they shall be effective two days after mailing.

XV. DEFAULT AND REMEDY

A. Default by Entity: Entity is in default of the agreement if Entity:

1) is more than 15 days past due in paying for services as agreed in this contract, or any invoice pursuant to its terms, excluding those amounts which Entity has notified Anoka County as reasonably being in dispute; or

2) fails to observe or perform any non-monetary obligation or covenant hereunder; or

3) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or similar law; or

4) violates the permitted uses.

In the event of default by Entity, notification of Default shall be sent to the address provided below in Section XVI. Entity shall have five days to cure a monetary breach, or thirty days to cure a non-monetary breach. If the Default remains uncured, Anoka County may suspend services until Entity remedies the Default, terminate or suspend services under this agreement and/or the applicable services being provided under the service order.

If Anoka County terminates this Agreement pursuant to this article of the Agreement, Anoka County shall have the right to seek full payment for amounts due for services rendered prior to the date of termination.

B. Anoka County shall be in default under this Agreement if it:

1) fails to arrange for ZAYO to provide the services in accordance with the Service Order or otherwise fails to cure any breach of the Agreement after receiving written notice of default from Entity; or

2) defaults on its agreement with ZAYO and does not cure said default within five days for a monetary breach or thirty days of a non-monetary breach of that agreement: or

3) fails to notify Entity of default by ZAYO within five days of said Default, or fails to notify Entity that ZAYO has alleged that Anoka County is in Default, within five days of receipt of notification from ZAYO.

Notification of Default by Anoka County shall be sent to the address provided below in Section XVI. Anoka County shall have five days to cure a monetary breach and thirty days to cure an non-monetary breach of the agreement.

If Anoka County is caused to be in default of this agreement by the breach of ZAYO, Anoka County shall notify ZAYO in writing and allow ZAYO thirty days to cure, or such longer period of time as may be reasonably necessary to cure as long as the cure is initiated and diligently pursued within such thirty days or provide notice of a dispute about the existence such default. However, Entity and Anoka County may terminate this agreement upon written notice if ZAYO causes Anoka County to default by not meeting the terms of Article V. CONNECTIVITY SERVICE LEVEL REQUIREMENTS as noted above.

XVI. NOTICES

Notices shall be sent to the parties at the following:

Anoka County:

Cindy Kevern or successor/assign
Anoka County Government Center
Information Technology Department
2100 Third Avenue North Ste. 300
Anoka, Minnesota 55303

Entity:

_____, Minnesota 55____

XVII. ENTIRE AGREEMENT

It is understood and agreed by the parties that the entire agreements of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Anoka County and Entity relating to the subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agree that this Agreement is the only and complete agreement regarding the subject hereof.

IN WITNESS WHEREOF, the Governmental Units hereto do hereby authorize execution of their respective authorized representatives and the undersigned governmental units do hereby represent that their respective Governmental Units have, in accordance with the statutes of the State of Minnesota, authorize them to execute this agreement.

ANOKA COUNTY

_____ **MINNESOTA**

By: _____
Rhonda Sivarajah, Chair
County Board of Commissioners

By: _____

Dated: _____

Dated: _____

ATTEST

ATTEST

By: _____
Terry L. Johnson
County Administrator

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____

Kathryn M. Timm
Assistant County Attorney

By: _____

Dated: _____

Dated: _____

Attachments

Attachment A: Capacity and costs for each co-location service site

Attachment B: Co-location service site requirements

Attachment C: Insurance Requirements

Attachment D: Building Access Contact Information

ATTACHMENT A

Capacity and Costs for Co-location Sites

1. Entity Name: _____ MINNESOTA

2. Entity Contact Information:

Principal Contact:

Name: _____
Position: _____ Mayor _____
Office Phone: _____ (763) _____
Cell Phone: _____ (763) _____
Home Phone: _____ (763) _____
Pager: _____ (763) _____
Email: _____

Secondary Contact:

Name: _____
Position: _____ Clerk _____
Office Phone: _____ (763) _____
Cell Phone: _____ (763) _____
Home Phone: _____ (763) _____
Pager: _____ (763) _____
Email: _____

Billing Contact:

Name: _____
Position: _____ Accountant _____
Office Phone: _____ (763) _____
Cell Phone: _____ (763) _____
Home Phone: _____ (763) _____
Pager: _____ (763) _____
Email: _____

3. Following are the site locations included for equipment co-location:

Site #	Location	Address	City	Service Capacity	Monthly Costs
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Attachment B

Co-Location Service Site requirements

A. Security Requirements.

Entity shall provide best practices physical security to the co-location service site in the form of traditional lock service, key card, numeric access code, or electronic security system equal to that which Entity provides for its own assets. Keys, key cards, numeric access codes and the electronic security systems shall be maintained according to industry standards. Entity shall take all reasonable precautions to ensure the integrity of the security of the co-location service site. Anoka County shall make reasonable efforts to ensure that its employees and agents, including ZAYO, follow all written instructions at the co-location site as provided by the Entity.

B. Temperature and Environmental Control Requirements.

Space provided to ZAYO for the housing of the ZAYO system and equipment in the co-location service site shall meet industry standards for temperature controls, humidity, lighting, and protection from power surges and outages. Entity shall ensure that the co-location service site temperature remains in a constant range between 68°F and 83°F, and humidity remains in a constant range of 40%--60%. Entity shall use best efforts to implement a protection plan ensuring that the ZAYO System remains functional in the event of a power outage or similar emergency.

C. Environmental Space Requirements.

Entity shall provide sufficient cubic space for the installation of the ZAYO system and equipment in a secure area. ZAYO shall provide the space specifications for each co-location service site directly to Entity. Entity shall ensure that the space provided to ZAYO for the installation of the ZAYO System and equipment will also include sufficient space for ZAYO to access the equipment for repairs, maintenance and upgrades. The space will be convenient to the demarcation point, and will include any necessary space to install cable, conduit, fiber, and or circuitry from the demarcation point to the equipment.

Attachment C Insurance Requirements

Insurance Limits. During the Term, each party shall obtain and maintain not less than the insurance set forth below:

Worker's Compensation:

Statutory limits.

Commercial General Liability and /or Umbrella Liability:

All liability insurance must meet the requirements of Minn. Stat § 466.04 subdivision 1 (a) (3) or \$500,000.00, minimum liability for claims of death by wrongful act or omission and \$500,000.00 to any claimant in any other case, whichever is greater.

All liability insurance must meet the requirements of Minn. Stat. § 466.04 Subdivision 1 (a) (7) or \$1, 500,000.00 minimum liability for any number of claims arising out of a single occurrence, whichever is greater.

All umbrella insurance must meet the requirements of Minn. Stat. §466.04 Subd. 1(a) (8).

The above minimum requirements as to insurance coverage shall not limit the liability of either party under this agreement. The above limits may be satisfied using a combination of primary and excess coverage, self insurance as provided by Minn. Stat. § 471.981.

Each Party shall obtain and maintain the insurance policies required above with insurance and /or reinsurance companies authorized to insure risks in Minnesota. With the exception of Worker's Compensation, each party, its Affiliates, and their officers, directors and employees and any other person entitled to indemnification hereunder, shall be named as additional insured to the extent of such indemnification. Each Party shall provide the other party with a certificate of insurance showing that the party has complied with the insurance requirements of this Attachment. Each insurance policy shall contain a provision providing such other party with thirty days advanced notice of any cancellation or material change in coverage at which time such party will notify the other party immediately of such cancellation or material change in coverage.

Deductible/ Self Insured Retentions: All proof of insurance shall clearly set forth deductible or self insured retentions. Each Party shall be responsible for its deductible and/or self insured retentions.

ATTACHMENT D
Building Access Contact Information

Entity shall provide 24 hour, seven day a week access to ZAYO for the ZAYO System equipment housed in the Co-location service site for the purposes of maintenance, service, upgrade and repairs of the equipment and system. Such access will include the name and contact information of co-location site key-holder for business and non-business hour access. [All access shall comply with written instructions provided to ZAYO and County \(see section IV.F\).](#)

Please provide contacts below.

Business Hour Contact(s) – List contacts in the order you would like them to be called. Provide a ***minimum of 2*** contacts (you may provide as many as you would like).

Contact #1

Name: _____
Position: _____
Office Phone: _____ (763) _____
Cell Phone: _____ (763) _____
Home Phone: _____ (763) _____
Pager: _____ (763) _____
Email: _____

Contact #2

Name: _____
Position: _____
Office Phone: _____ (763) _____
Cell Phone: _____ (763) _____
Home Phone: _____ (763) _____
Pager: _____ (763) _____
Email: _____

Contact #3

Name: _____
Position: _____
Office Phone: _____ (763) _____
Cell Phone: _____ (763) _____
Home Phone: _____ (763) _____
Pager: _____ (763) _____
Email: _____

Non-Business Hour Contact(s) – List contacts in the order you would like them to be called. These contacts should have keys for building access to the co-location equipment area and be available after hours. Select people you would like called in case of such emergencies as equipment failures, fiber hits, storm damage, emergency locates, etc. Provide a ***minimum of 2*** contacts (you may provide as many as you would like).

Contact #1

Name: _____
Position: _____
Office Phone: _____
Cell Phone: _____
Home Phone: _____
Pager: _____
Email: _____

Contact #2

Name: _____
Position: _____
Office Phone: _____
Cell Phone: _____
Home Phone: _____
Pager: _____
Email: _____

Contact #3

Name: _____
Position: _____
Office Phone: _____
Cell Phone: _____
Home Phone: _____
Pager: _____
Email: _____

Updates may be submitted to Anoka County IS at address provided in the Notices Section.

AMENDED
JANUARY 2011

UPPER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION
JOINT POWERS AGREEMENT

THIS AGREEMENT, made and entered into as of the date of execution by and between the Local Government Units of: City of Bethel, City of East Bethel, City of Ham Lake, City of Nowthen, City of Oak Grove, and City of St. Francis for the establishment of a watershed management organization. The purpose of this Joint Powers Agreement is to establish a Water Management Organization to assist the member local units of government with surface water, ground water, water quality and water usage issues.

WHEREAS, the parties to this Agreement have authority pursuant to Minnesota Statutes, Chapter 471.59 to jointly or cooperatively by agreement exercise any power common to the contracting parties and pursuant to Minnesota Statutes, Sections 103B.201 to 103B.255 have authority to jointly or cooperatively manage or plan for the management of surface water;

WHEREAS the parties to this Agreement desire to prepare a surface water management plan for the purpose of management and implementation of the programs required by Minnesota Statutes, Sections 103B.201 to 103B.255.

NOW, THEREFORE, the parties to this Agreement do mutually agree as follows:

SECTION I
General Purpose

1.1 It is the general purpose of the parties to this Agreement to establish an organization to jointly and cooperatively develop a Watershed Management Plan and an Implementation Program and a Capital Improvement Program for the purposes of (a) protecting, preserving, and using natural surface and groundwater storage and retention systems in the Upper Rum River Watershed; (b) minimizing public capital expenditures needed to correct flooding and water quality problems; (c) identifying and planning for means to effectively protect and improve surface and groundwater quality; (d) establishing more uniform local policies and official controls for surface and ground water management; (e) preventing erosion of soil into surface water systems; (f) promoting groundwater recharge; (g) protecting and enhancing fish and wildlife habitat and water recreational facilities; and (h) securing the other benefits associated with the proper management of surface and groundwater. The plan and programs shall operate within the boundaries of the Upper Rum River Watershed as set forth in Addendum 1 attached hereto (hereinafter "Area").

SECTION II
Upper Rum River Watershed Management Organization

2.1 Establishment: There is hereby established the "Upper Rum River Watershed Management Organization" whose membership shall be appointed in accordance with the

provisions of this section and whose duties shall be to carry out the purposes contained herein. The Upper Rum River Watershed Management Organization (hereinafter "Organization") shall be constituted as described in Section 2.2.

2.2 Membership Appointment: Each party to this Agreement shall appoint two (2) representatives to serve as members of the Organization board. Each representative of a party to this agreement who is current in the payment of their share of operating expenses shall have one (1) vote. Representatives appointed to the Organization board shall be evidenced by a resolution or certified copy of official meeting minutes of the governing body of each party and filed with the Organization.

2.3 Alternate Members: One (1) alternate member of the Organization board may be appointed by appropriate resolution or certified copy of official meeting minutes of the governing body of each party to this Agreement, filed with the Organization. The alternate member may attend any meeting of the Organization board when a regular member representing that party is absent and vote on behalf of the party the member represents. If an Organization board member is also an officer of the Organization, the alternate member shall not be entitled to serve as such officer.

2.4 Term: The members of the Organization board shall be filled by the governing body of the party whose membership position on the board is vacant. Removal of a board member or alternate board member shall be at the sole discretion of the appointing authority. The term of appointment is at the sole discretion of the appointing authority.

2.5 Vacancies: The Organization shall notify the Board of Water and Soil Resources of member appointments and vacancies in member positions within thirty (30) days. A vacancy on the Organization board shall be filled by ninety (90) days after the vacancy occurs by the governing body of the party whose membership position on the board is vacant.

Vacancies resulting from expiration of members' terms and other reasons shall be filled only after published notice of the vacancy once a week for two (2) successive weeks in a newspaper of general circulation in the watershed management organization area; the notices must state that the party is considering applications for appointment of a member to the Organization board and that persons interested in being appointed to serve on the board may submit their names to the appointing authority for consideration. A vacancy shall not be filled until at least fifteen (15) days have elapsed after the last published notice.

2.6 Additional Parties – Membership: The Organization, with the ratification of the governing bodies of all voting members of the Organization, may invite other local government units within the Upper Rum River Watershed to also become parties to this Agreement. The governing body of any such additional party shall appoint a member to the Organization who shall have voting rights in accordance with the provisions of Section 2.2 and in all respects thenceforth enjoy the full rights, duties, and obligations of this Agreement.

2.7 Compensation and Expenses: The Organization members shall not be entitled to compensation or reimbursement for expenses incurred in attending meetings, except to the

extent that the governing body of a party may determine to compensate or reimburse the expenses of the member(s) it appoints, in which case the obligation to make such payments shall be that of the party and not that of the Organization.

2.8 Officers: The Organization board shall elect from its membership a chair, a vice-chair, a secretary. All such officers shall hold office for a term of one (1) year and until their successors have been qualified and duly elected by the board. An officer may serve only while a member of the Organization. A vacancy in an office shall be filled from the membership of the board by election for the remainder of the unexpired term of such office.

2.9 Duties of Officers: The duties of the officers of the Organization shall be as outlined in Robert's Rules of Order Newly Revised 10th Edition.

2.10 Quorum: Voting members of the Organization board representing a majority of the parties to this Agreement shall constitute a quorum. Less than a quorum may adjourn a scheduled meeting.

2.11 Meetings:

- A. Annual Meeting. The annual meeting of the Organization board will be held in May of each year at Oak Grove City Hall. At the annual meeting the board, at a minimum, shall:
 - 1. Elect officers;
 - 2. Establish the annual budget and work plan;
 - 3. Hear recommendations on amendments to this agreement and the watershed management plan;
 - 4. Biennially renew or decide on contracts for professional, legal, and administrative services; and
 - 5. Decide on regular meeting dates.
- B. Meeting Notices. Notice of all regular and special meetings shall be provided with a minimum of seventy-two (72) hours advance notice of the meeting to all parties of this agreement. Such meeting notice shall be posted on the official notification board for each party to this Agreement.
- C. Special meetings may be held at the call of the chair or by any three (3) members of the board giving not less than seventy-two (72) hours written notice of the time, place and purpose of such meeting delivered, mailed or e-mailed to the residence of each Organization member and delivered, mailed or e-mailed to the City Hall of each party to this Agreement.
- D. All meetings of the board are subject to Minnesota Statutes and the notice provisions contained therein. Posted notice, when required, shall be given separately by each party to this Agreement.

2.12 Conduct of Meetings: The Organization board shall adopt rules of order and procedure

for the conduct of its meetings in accordance with Robert's Rules of Order Newly Revised 10th Edition; the board may adopt any such rules as a majority the parties to this Agreement shall agree. Decisions by the board may not require more than a majority vote, except a decision on a capital improvement project may require no more than a two-thirds vote. All meetings of the board are subject to Minn. Stat. 13D (Minnesota Open Meeting Law).

2.13 Organization Office: The office of the Organization shall be the Oak Grove City Hall, 19900 Nightingale Street NW, Cedar, Minnesota 55011. All notices to the Organization shall be delivered or served at said office.

SECTION III Organization Powers and Duties

3.1 Authority: Upon execution of the Agreement by the parties, the Organization shall have authority provided for in Minnesota Statutes, Chapter 103B.211 through 103B.255 that provides for, in part:

- A. The authority to prepare, adopt, and implement a plan for the Upper Rum River Watershed meeting the requirements of Minnesota Statutes, Section 103B.231.
- B. The authority to review and approve local water management plans as provided in Minnesota Statutes, Section 103B.235C. This is subject to amendment by the legislature.

3.2 Watershed Management Plan: The Organization shall prepare a Watershed Management Plan for the Upper Rum River Watershed. The plan shall be in compliance with Minnesota Statutes, Chapter 103B.231, Subd. 4 and 6 as from time to time amended. The Chapter describes plan contents to include but not limited to the following.

- A. Describe the existing physical environment, land use and development in the Upper Rum River Watershed, and shall further describe the environment, land use and development proposed in existing local and metropolitan comprehensive plans;
- B. Present information on the hydrologic system in the Upper Rum River Watershed and its components, including any drainage systems previously constructed under Minnesota Statutes, Chapter 103E, and existing and potential problems relating thereof;
- C. State objectives and policies, including management principles, alternatives and modifications, water quality, and protection of natural characteristics;
- D. Set forth a management plan, including the hydrologic and water quality conditions that will be sought and significant opportunities for improvement;
- E. Describe the effect of the Watershed Management Plan on existing drainage systems;

- F. Describe conflicts between the Watershed Management Plan and existing plans of local government units;
- G. Set forth an Implementation Program consistent with the Watershed Management Plan, which includes a Capital Improvement Program and standards and schedules for amending the comprehensive plans and official controls of local government units in the watershed to bring about conformance with the Watershed Management Plan; and
- H. Set out a procedure for amending the Watershed Management Plan.

The plan shall be amended as required from time to time.

3.3 Employment: The Organization may contract for services from parties to this Agreement, or may employ such other persons as it deems necessary. Where staff services of a party are utilized, such services shall not reduce the financial commitment of such party to the operating fund of the Organization unless the Organization so authorizes.

3.4 Committees: The Organization may appoint such committees and sub-committees as it deems necessary. The Organization shall establish citizen and technical advisory committees unless other means of public participation are established. See Addendum 2 attached.

3.5 Rules and Regulations: The Organization may prescribe and promulgate such rules and regulations as it deems necessary or expedient to carry out its powers and duties and the purpose of the Agreement.

3.6 Review and Recommendations: Review and Recommendations: Where the Organization is authorized or requested to review and make recommendations on any matter relating to the Watershed Management Plan, the Organization shall act on such matter within sixty (60) days of receipt of the matter referred. Failure of the Organization to act within sixty (60) days shall constitute approval of the matter referred, unless the Organization requests and receives from the referring unit of government an extension of time to act on the matter referred. Such extension shall be in writing and acknowledged by both parties.

The Board shall adopt an appeal procedure for any party aggrieved by a decision of the Board or an alleged failure to implement the Plan pursuant to Minnesota Statutes, Chapter 103B.231, Subd. 13.

3.7 Ratification: The Organization may, and where required by this Agreement shall, refer matters to the governing bodies of the parties for review, comment or action.

3.8 Financial Matters:

Subdivision 1 - Method of Operation: The Organization may collect and receive money and contract for services subject to the provision of the Agreement from the parties and from any other sources approved by the Organization. The Organization may incur expenses and make disbursements necessary and incidental to the effectuation of the

purposes of this Agreement. Funds may be expended by the Organization in accordance with procedures established herein. Upon Board approval, invoices shall be initialed by the chair or vice-chair for payment by the Organization office. Other legal instruments shall be executed on behalf of the Organization by the chair, vice-chair or an appointed Board member.

Subdivision 2 - Operating Funds : On or before June 1 of each year, Organization shall prepare a work plan and an operating budget for the following year. The annual budget shall provide details to support the proposed revenues and expenditures for the Organization. This detail shall be sufficient to meet standard budget and/or accounting principles generally recognized for governmental organizations. Expenditures may include administrative expenses, plan development costs, review expenses, capital improvement costs, Management Programs, Management Studies costs in Section 3.12, and insurance costs as authorized in Section 3.14. Upon the approval of the majority of voting members of the Organization, the budget shall be recommended to the parties for ratification along with a statement showing each party's proposed share of the budget. The budget shall be implemented only after ratification by each party to this Agreement. Failure to ratify or pay its share of the budget by any party to this Agreement shall be subject to the procedures in Section 3.6. Each party shall contribute funds toward the budget according to the following methods:

Work Plan – $((PA / WA) + (PV / WV)) / 2$ = the party's percentage share of the organization's operating budget.

PA = Party's area within the watershed organization area

WA = watershed organization area

PV = party's market valuation within the watershed organization area

WV = market valuation of the watershed organization area

Operating Costs – Total amount to be divided equally between each community member of the Joint Powers Agreement. Operating costs per the operating budget are defined as copies, postage, recording secretary fees, insurance, and administrative fee charged to each member community.

After ratification the chair or vice-chair shall certify the recommended budget to each party on or before June 1 of each year together with a statement showing the amounts due from each party. Each party shall pay over to the Organization the amount owing in two equal installments, the first on or before January 1 and second on or before July 1 in accordance with the tax year for which the amount due is being paid.

Subdivision 3 - Review Services: When the Organization is authorized or requested to undertake a review and submit recommendations to a party as provided in this Agreement, the Organization shall conduct such review, without charge, except as provided below. Where the project size and complexity of review are deemed by the Organization to be extraordinary and substantial, the Organization may charge a fee for such review services, the amount to be based upon direct and indirect costs attributable to that portion of review services determined by the Organization to be extraordinary and substantial. Where the

Organization determines that a fee will be charged for extraordinary and substantial review services, or where the flowage enters the Upper Rum River, but the party is not a member of the Upper Rum River Watershed Management Organization, the party to be charged shall receive written notice from the Organization of the services to be performed and the fee therefore, prior to undertaking such review services. Unless the party to be charged objects within fifteen (15) days of receipt of such written notice to the amount of the fee to be charged, such review services shall be performed and the party shall be responsible for the cost thereof. If the party to be charged objects to the proposed fee for such services within fifteen (15) days, and the party and the Organization are unable to agree on a reasonable alternative amount for review services, such extraordinary and substantial review services shall not be undertaken by the Organization.

3.9 Annual Audits: The Organization shall annually prepare a comprehensive financial report on operations and activities for the fiscal year defined as January 1 through December 31. An annual audit shall be provided that includes a full and complete audit of all books and accounts the Organization office is charged with maintaining. Such audits shall be conducted in accordance with generally accepted auditing principles and guidelines. A copy of the annual financial report and auditor's statement shall be provided to all parties and to the Board of Water and Soil Resources. The report to the Board of Water and Soil Resources shall include an annual activity report. All of its books, reports, and records shall be available for and open to examination by any party at all reasonable times.

3.10 Gifts, Grants, Loans: The Organization may, within the scope of this Agreement, accept gifts; may apply for and use grants of money or other property from the United States, the State of Minnesota, a local government unit or other governmental unit or organization or any person or entity for the purpose described herein. The Organization may enter into any reasonable agreement required in connection therewith. The Organization shall comply with any laws or regulations applicable to grants, donations and agreements. The Organization may hold, use, and dispose of such money or property in accordance with the terms of the gift, grant, or agreement relating thereto.

3.11 Contracts: The Organization may make such contracts and enter into any such agreements as it deems necessary to make effective any power granted to it by this Agreement. Every contract for the purchase or sale of merchandise, materials, or equipment by the Organization shall be let in accordance with the Uniform Municipal Contracting Law, Minnesota Statutes, Section 471.345 and the Joint Exercise of Powers Statute, Minnesota Statutes, Section 471.59. No member or employee of the Organization or officer or employee of any of the parties shall have direct or indirect interest in any contract made by the Organization.

3.12 Works of Improvement: Works of improvement for protection and management of the natural resources of the Area, including, but not limited to, improvements to property, land acquisition, easements, or right-of-way, may be initiated by:

- A. Recommendation of the Organization to a party or parties; or

B. Petition to the Organization by the governing body of a party or parties.

Where works of improvement are recommended by the Organization, the Organization shall first determine whether such improvement will result in a local or regional benefit to the Area. Where the Organization determines that the benefits from the improvement will be local or not realized beyond the boundaries of the party in which the improvement is to be established, the Organization shall recommend such improvement to the governing body of the unit of government which the Organization determines will be benefited thereby, with the total estimated cost of the improvement and a description of the benefits to be realized.

The Organization shall recommend such improvement to each governing body of the units of government which the Organization determines will be benefited thereby. The recommendation of the Organization shall include the total estimated cost of the improvement, a description of the extent of the benefits to be realized by each unit of government and the portion of the cost to be borne by each party benefited in accordance with the extent of the benefit of each unit of government as described by the Organization.

Each party to whom the Organization submits such recommendation shall respond within sixty (60) days from receipt of such recommendation. Where the Organization determines that the benefits of such improvement will be local, the unit of government to whom such recommendation is made may decline to ratify and undertake said improvement. Where the Organization determines that the benefits of such improvement will be regional, unless all parties to whom such recommendation is directed decline to ratify and undertake said improvement, the Organization shall continue to review and recommend alternative methods of cooperation and implementation among those parties ratifying the recommendation of the Organization, unless and until the Organization determines that said improvement is no longer feasible.

When works of improvement are initiated by the governing body of a party or parties to this Agreement, said governing body or bodies shall submit a petition to the Organization setting forth a description of the proposed work of improvement, the benefits to be realized by said improvement, its total estimated cost and a proposed cooperative method for implementation of the improvement, if applicable. The Organization shall review and make recommendations on the proposed improvement and its compliance with the Organization's management plan in accordance with the provisions of Section 3.5 of this Agreement.

When a proposed improvement may be eligible for federal or state funds as a cost-share project, the Organization may undertake a proposed work of improvement for the area, subject to Organization recommendation to and ratification by the parties to this Agreement, as required for an improvement of regional benefit.

The Organization is further authorized to undertake experimental improvement projects within the Area to serve as a basis for evaluation of other improvements by the parties. When the Organization determines to undertake an experimental improvement project, the costs of such project shall be the obligation of the Organization and not of the parties to this Agreement.

3.13 Claims: The Organization or its agents may enter upon lands within or without the Upper Rum River Watershed to make surveys and investigations to accomplish the purpose of the Organization. The Organization shall be liable for actual damages resulting there from, but every person who claims damages shall serve the Chairperson or Secretary of the Organization with a notice of claim as required by Minnesota Statutes, Section 466.05. The Organization shall obtain court orders authorizing and directing such entries when necessary due to refusals of landowners to allow the same.

3.14 Indemnification and Insurance: Any and all claims that arise or may arise against the Organization, its agents or employees as a consequence of any act or omission on the part of the Organization or its agents or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of the parties. The Organization shall indemnify, hold harmless and defend the parties, their officers and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the parties, their officers, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Organization, its agents or employees in the execution, performance, or failure to adequately perform the Organization's obligations and understandings pursuant to the Agreement.

The Organization agrees that in order to protect itself as well as the parties under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force the following protection in the limits specified:

- A. Commercial General Liability / Professional Liability (\$500,000 per individual; \$1,500,000 per incident) including the following endorsements:
- B. Automobile Coverage (\$0)
- C. Worker's Compensation Coverage (statutory minimum)

The minimum liability limits shall be increased to the statutory limits provided for member local units of government in Minnesota Statutes.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed or not renewed without thirty (30) days prior notice thereof to each of the parties.

Prior to the effective date of this Agreement, and as a condition precedent to this Agreement, the Organization will furnish the parties with certificates of insurance listing each party to the Agreement as an additional insured.

3.15 General: The Organization may take all such other actions as are reasonably necessary and convenient to carry out the purpose of this Agreement.

SECTION IV Mediation

4.1 The parties agree that any controversy that cannot be resolved shall be submitted for mediation. Mediation shall be conducted by a mutually agreeable process by all parties.

SECTION V
Termination of Agreement

5.1 This Agreement may be terminated by approval of two-thirds vote of the governing bodies of each party hereto, provided that all such approvals occur within a ninety (90) day period. Withdrawal of any party may be accomplished by filing written notice with the Organization and the other parties 60 days prior to the effective date of termination. No party may withdraw from this Agreement until the withdrawing party has met its full financial obligations through the effective date of such withdrawal.

SECTION VI
Dissolution of Organization

6.1 The Organization shall be dissolved under any of the following conditions:

- A. Upon termination of this Agreement;
- B. Upon unanimous agreement of all parties; or
- C. Upon the membership of the Organization being reduced to fewer than three (3) parties.

At least 90 days notice of the intent to dissolve shall be given to affected counties and the Board of Water and Soil Resources. Upon dissolution, all personal property of the Organization shall be sold, and the proceeds thereof, together with monies on hand after payment of all obligations, shall be distributed to the parties. Such distribution of Organization assets shall be made in proportion to the total contributions to the Organization for such costs made by each party. All payments due and owing for operating costs under Section 3.8,B or other unfilled financial obligations, shall continue to be the lawful obligation of the parties.

SECTION VII
Amendment

7.1 The Organization may recommend changes and amendments to this Agreement to the governing bodies of the parties. Amendments shall be adopted by a two-thirds majority vote of the governing bodies of the parties as evidenced by meeting minutes of the governing body, within ninety (90) days of referral. Amendments shall be evidenced by appropriate resolutions or certified copies of meeting minutes of the governing bodies of each party filed with the Organization and shall, if no effective date is contained in the amendment, become effective as of the date all such filings have been completed.

SECTION VIII
Counterparts

8.1 This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all of the parties hereto. Each party to the agreement shall receive a fully executed copy of the entire document following adoption by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
_____ day of _____, 2010.

CITY OF BETHEL

By: _____
Mayor

By: _____
City Administrator / City Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2010.

CITY OF EAST BETHEL

By: _____
Mayor

By: _____
City Administrator / City Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
_____ day of _____, 2010.

CITY OF HAM LAKE

By: _____
Mayor

By: _____
City Administrator / City Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2010.

CITY OF NOWTHEN

By: _____
Mayor

By: _____
City Administrator / City Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2010.

CITY OF OAK GROVE

By: _____
Mayor

By: _____
City Administrator / City Clerk

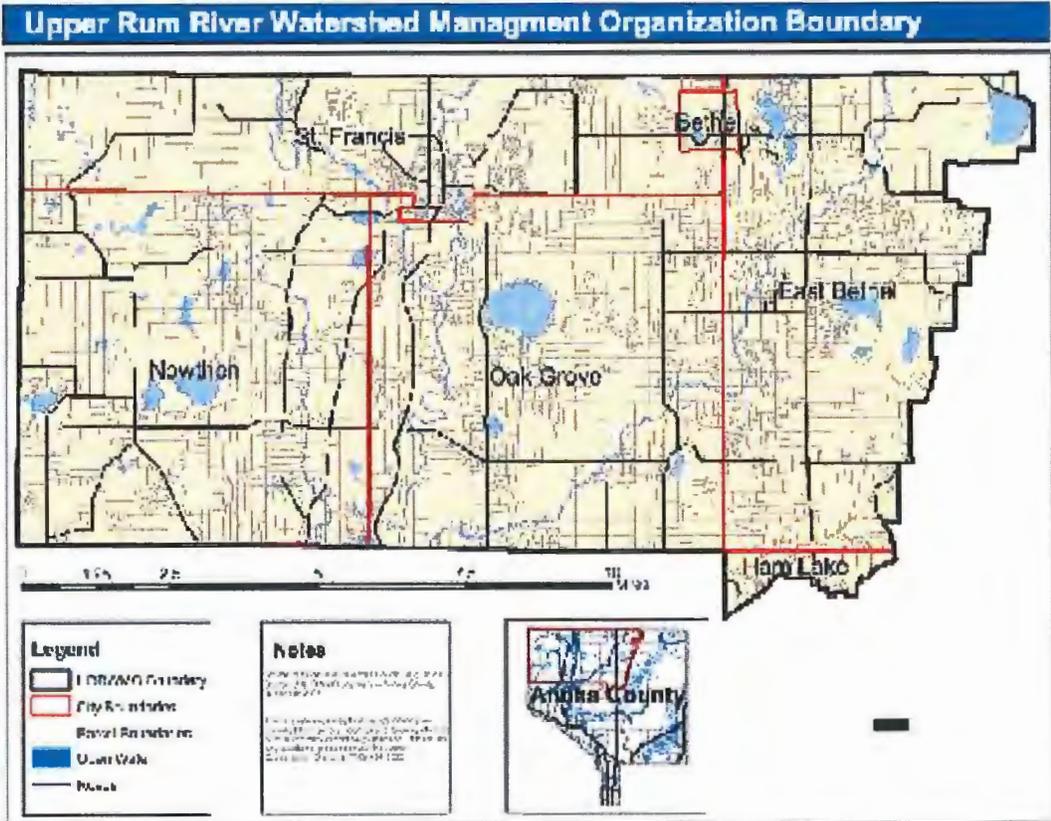
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2010.

CITY OF ST. FRANCIS

By: _____
Mayor

By: _____
City Administrator / City Clerk

Addendum 1



Addendum 2

The Organization shall establish citizen and technical advisory committees and other means of public participation.

Regular, recurring public participation opportunities shall include:

- Open mike at each Organization meeting,
- Contact information posted on the Organization website, such that the public may contact an Organization representative outside of public meetings.

Citizen and/or technical advisory committees will be formed from time-to-time as deemed appropriate by the Organization and shall be issue-specific. Committees may be formed that include both citizens and technical experts. Committees shall operate by seeking consensus, while noting any dissenting opinions. Committee findings shall be reduced to writing and submitted to the Organization Board. In all cases, committees shall be advisory and their findings shall be referred to the Organization Board for final decision-making.

Issues that may warrant formation of advisory committees include:

- Amendments or updates to the Organization's watershed Management Plan
- Lake level or water quality issues,
- A total maximum daily load (TMDL) impaired waters study or implementation of the study,
- Capital improvement projects,
- Major hydrological changes in the watershed,
- Others as deemed appropriate by the Organization Board.

Technical advisory committees shall include technical experts, and invited members may include:

- Staff and/or elected officials from affected communities,
- MN Department of Natural Resources,
- MN Pollution Control Agency,
- MN Board of Water and Soil Resources,
- Metropolitan Council,
- Anoka Conservation District,
- Others, as deemed appropriate by the Organization Board.

Citizen advisory committees shall include residents and elected officials from the affected area, and invited members may include:

- Homeowners,
- Business owners
- Lake association or lake improvement district representatives,
- Others, as deemed appropriate by the Organization Board.

All advisory committees shall include at least one URRWMO Board member.

Upper Rum River Watershed Management Organization
Meeting Minutes for January 4, 2011

Chair Todd Miller called the meeting to order at 7:06pm with the following members present Mary Ann Empson, Ed Faherty, Orval Leistico and Jared Trost. Absent were Melanie Kern, Greg Hunter and John Wangensteen. Also present was Jamie Schurbon of Anoka Conservation District (ACD).

APPROVAL OF MINUTES

Ed Faherty moved and Mary Ann Empson seconded to approve the November 9, 2010 meeting minutes as presented. All in favor, motion carried.

OLD BUSINESS

B. Bid requests for professional services update – Chair Miller reported a legal advertisement for bids ran twice in the Anoka Union; Jamie Schurbon noted that it was posted on the website also. No responses have been received. Cost billed to the City of Bethel for the ad placement was \$71.75. **Ed Faherty moved and Orval Leistico seconded to approve payment of \$71.75 to EMC Publications (rather than the City of Bethel) for the legal advertisement that ran in the Anoka Union. All in favor, motion carried.**

NEW BUSINESS

A. 2011 Work Contract with ACD – Reviewed and discussed a revised Contract for Services. Fees were edited to reflect ACD's 2011 fee schedules, however, this did not change the approved budget amount. ACD recommended adding lake level monitoring on Coopers and Minard Lakes due to dramatic water level drops in recent years. Funding for this work would come out of the Water Quality Cost Share Grant Fund; discussed lowering the 2012 contribution amount to this fund. Discussed possible topics for the annual newsletter. **Jared Trost moved and Mary Ann Empson seconded to approve the revised 2011 Contract for Services with Anoka Conservation District for \$10,907.00. All in favor, motion carried.**

OLD BUSINESS

C. Audit information sent to BWSR – An email was received from Melissa Lewis at BWSR stating the needed 2009 URRWMO info was received.

A. Joint Powers Agreement (JPA) – Discussed amending the JPA. Reviewed Ham Lake's requested change and changes proposed by East Bethel. By unanimous consensus it was decided to submit an amended 2011 JPA to all parties for review and approval. Proposed amendments are: 1) Section 2.2 second line to read “Each representative of a *party to this agreement who is current in the payment of their share of operating expenses* shall have one (1) vote.”, 2) Section 2.2 third line to read “Representatives *appointed* to the Organization...”, 3) Section 3.3 first line remove repeat wording *may contract services*, 4) Section 3.8, Subd. 3 last sentence to read “...such services *within* 15 days...”, 5) Section 3.12 B. first paragraph to be changed to read “...of the benefits to be realized. (period inserted, new paragraph) The

Organization shall...”, 6) Chair Miller will contact the insurance company to see if there is a charge to change the certificate of insurance to list each party to the Agreement as an additional insured. If there is a charge, no change will be made. If there is not a charge, Section 3.14 last paragraph to read “...of insurance listing *each party to the Agreement as an additional insured.*” Chair Miller will send a copy of the proposed 2011 Amended JPA to all board members and cities with the intent that it be approved at the March 1st meeting.

MAIL

A. LMC letter noting coverage changes.

B. Letter from Bolton & Menk, Inc. asking for comment from URRWMO regarding path installation in St. Francis. No comment from the URRWMO.

OTHER

A. Chair Miller noted the email sent to the City of Oak Grove from Jamie Schurbon providing information regarding the URRWMO and wanted to thank Jamie for giving credit to the current board members.

B. Melanie Kern submitted her resignation on 1/4/11 to the URRWMO via email.

ADJOURN

Jared Trost moved and Mary Ann Empson seconded to adjourn. All in favor, meeting adjourned at 10:00 pm.

Gail E. Gessner, Recording Secretary
Submitted via email on 1/6/11

John + Crystal,

2-21-11

This letter is to inform you;
I am giving my 2 wks notice.
The last day I will be working
is March 12th according to schedule.
I will be taking a day shift at
my other job. Thank you for a nice
working experience!

Sincerely,

Maria W. Winger

763.237.2083



PAYMENT BATCH AP 03-07-11

ALLEN, DANIEL				
02/27/2011	E 101-42110-331	Travel Expenses	MILEAGE	16.50
				\$16.50

AMERIPRIDE LINEN & APPAREL SER				
02/17/2011	1000759559	E 609-49750-219	Rug Maintenance	RUG MAINT 44.95
02/24/2011	1000765960	E 101-41940-219	Rug Maintenance	MATS 46.92
				\$91.87

ASSURANT EMPLOYEE BENEFITS				
03/01/2011	5447229	E 101-41400-130	Employer Paid Insurance	INSURANCE 125.65
03/01/2011	5447229	E 101-41500-130	Employer Paid Insurance	INSURANCE 36.71
03/01/2011	5447229	E 101-42110-130	Employer Paid Insurance	INSURANCE 410.60
03/01/2011	5447229	E 101-43100-130	Employer Paid Insurance	INSURANCE 58.84
03/01/2011	5447229	E 101-43210-130	Employer Paid Insurance	INSURANCE 13.08
03/01/2011	5447229	E 101-45200-130	Employer Paid Insurance	INSURANCE 58.84
03/01/2011	5447229	E 601-49440-130	Employer Paid Insurance	INSURANCE 66.01
03/01/2011	5447229	E 602-49490-130	Employer Paid Insurance	INSURANCE 66.01
03/01/2011	5447229	E 609-49750-130	Employer Paid Insurance	INSURANCE 66.04
				\$901.78

BELLBOY CORPORATION BAR SUPPLY				
02/08/2011	56969100	E 609-49751-206	Freight and Fuel Charges	(1.55)
02/08/2011	56969100	E 609-49751-251	Liquor For Resale	(99.50)
02/10/2011	57013200	E 609-49751-251	Liquor For Resale	(4.50)
02/14/2011	84827900	E 609-49751-206	Freight and Fuel Charges	6.66
02/14/2011	84827900	E 609-49751-254	Miscellaneous Merchandise	76.68
02/15/2011	57037500	E 609-49751-206	Freight and Fuel Charges	15.50
02/15/2011	57037500	E 609-49751-253	Wine For Resale	560.00
				\$553.29

BGS (BARNA GUZY)				
01/31/2011	78614	E 602-49490-441	Miscellaneous	SCHOOL SANITARY SEWER 65.00
01/31/2011	78615	E 101-43100-441	Miscellaneous	HWY 47 AUTO PARTS 682.50
				\$747.50

CENTERPOINT ENERGY				
02/16/2011	5939160-7.0211	E 101-43100-383	Gas Utilities	3518 01/13/11 - 02/10/11 368.12
02/16/2011	5939160-7.0211	E 101-45200-383	Gas Utilities	3518 01/13/11 - 02/10/11 368.12
02/16/2011	5944643-5.0211	E 609-49750-383	Gas Utilities	23307 01/13/11 - 02/10/11 337.45
02/16/2011	5945449-6.0211	E 101-42110-383	Gas Utilities	3740 01/13/11 - 02/10/11 1,441.83
02/16/2011	5963820-5.0211	E 101-45200-383	Gas Utilities	3948 01/13/11 - 02/10/11 309.86
02/16/2011	6002544-2.0211	E 601-49440-383	Gas Utilities	4020 01/13/11 - 02/10/11 156.96
02/16/2011	6002544-2.0211	E 602-49490-383	Gas Utilities	4020 01/13/11 - 02/10/11 156.96
02/16/2011	6002548-3.0211	E 602-49490-383	Gas Utilities	WWTP 01/13/11 - 02/10/11 1,023.32

02/16/2011	6886465-1.0211	E 101-41940-383	Gas Utilities	UNIT1 01/13/11 - 02/10/11	61.04
02/16/2011	6886468-5.0211	E 101-41940-383	Gas Utilities	UNIT 2 01/13/11 - 02/10/11	19.70
02/16/2011	6886472-7.0211	E 101-41940-383	Gas Utilities	UNIT 3 01/13/11 - 02/10/11	48.90
02/16/2011	6886475-0.0211	E 101-45000-383	Gas Utilities	UNIT 4 01/13/11 - 02/10/11	49.66
02/16/2011	7900331-5.0211	E 601-49440-383	Gas Utilities	3921 01/13/11 - 02/10/11	1,142.95
					\$5,484.87

CHISAGO LAKES DISTRIBUTING CO.

02/28/2011	439764	E 609-49751-252	Beer For Resale		568.00
02/28/2011	439765	E 609-49751-254	Miscellaneous Merchandise		39.20
					\$607.20

COCA COLA REFRESHMENTS

02/15/2011	0168091635	E 609-49751-254	Miscellaneous Merchandise		189.09
02/15/2011	0168091636	E 609-49751-254	Miscellaneous Merchandise		(42.40)
					\$146.69

CONNEXUS ENERGY

01/21/2011	178511.0211	E 609-49750-381	Electric Utilities	23307 01/13/11 - 02/15/11	925.73
01/21/2011	178586.0211	E 101-43100-381	Electric Utilities	3518 BRIDGE ST NW	73.05
01/21/2011	178586.0211	E 101-45200-381	Electric Utilities	3518 BRIDGE ST NW	73.05
01/21/2011	178832.0211	E 601-49440-381	Electric Utilities	PUBLIC WORKS	243.75
01/21/2011	178832.0211	E 602-49490-381	Electric Utilities	PUBLIC WORKS	243.75
01/21/2011	237580.0211	E 101-42110-381	Electric Utilities	4681 AMBASSADOR SIREN	5.34
01/21/2011	237584.0211	E 101-42110-381	Electric Utilities	23248 WOODBINE	5.34
01/21/2011	242519.0211	E 101-42110-381	Electric Utilities	POLICE/FIRE - 3740 BRIDGE ST	215.64
01/21/2011	242519.0211	E 101-42210-381	Electric Utilities	POLICE/FIRE - 3740 BRIDGE ST	503.17
01/21/2011	298393.0211	E 602-49451-381	Electric Utilities	LIFT STATION	5,511.26
01/21/2011	298394.0211	E 101-45200-381	Electric Utilities	PARKS	467.44
01/21/2011	298395.0211	E 601-49440-380	Electric-System	WATER	4,785.68
01/21/2011	298396.0211	E 101-43100-386	Street Lighting	ST LIGHTS	3,396.74
01/21/2011	301895.0211	E 101-41940-381	Electric Utilities	SIGN	58.43
02/21/2011	238392.0211	E 101-41940-381	Electric Utilities	23340 CITY HALL	251.18
					\$16,759.55

CONSTRUCTION & GENERAL

	G 101-21707	Union Dues		MARCH DUES	216.00
					\$216.00

CRYSTAL SPRINGS ICE

02/16/2011	22814	E 609-49751-254	Miscellaneous Merchandise		56.00
					\$56.00

DAHLHEIMER DIST. CO. INC.

02/16/2011	38439	E 609-49751-252	Beer For Resale		2,928.01
02/16/2011	38439	E 609-49751-254	Miscellaneous Merchandise		264.00
02/22/2011	38961	E 609-49751-252	Beer For Resale		52.00
02/23/2011	39141	E 609-49751-252	Beer For Resale		9,225.85
02/23/2011	39141	E 609-49751-254	Miscellaneous Merchandise		60.00
					\$12,529.86

DAY DISTRIBUTING CO.

02/18/2011	589192	E 609-49751-252	Beer For Resale		1,277.50
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\$1,277.50

ECM PUBLISHERS, INC.

02/18/2011	IQ 01781707	E 101-41500-441	Miscellaneous	SUMMARY BUDGET STATE	184.50
02/25/2011	IQ001782103	E 101-41400-351	Legal Notices Publishing	LEGAL FEE SCHEDULE	82.00
					<hr/>
					\$266.50

ELECTRIC PUMP

02/16/2011	0043567-IN	E 602-49490-228	Equipment Maintenance	WWTP BLOWER REPAIR	2,045.31
02/16/2011	0043573-IN	E 602-49490-228	Equipment Maintenance	WWTP BLOWER REPAIR	1,456.20
					<hr/>
					\$3,501.51

EXTREME BEVERAGE

02/18/2011	W-326010	E 609-49751-254	Miscellaneous Merchandise		167.50
					<hr/>
					\$167.50

FERGUSON WATERWORKS

02/24/2011	S01293882.001	E 601-49440-229	Project Repair & Maintenance	WOODBURY PARK REPAIRS	169.93
					<hr/>
					\$169.93

GHP ENTERPRISES, INC.

03/01/2011	14700	E 101-41940-402	Janitorial Service	City Hall cleaning	165.66
03/01/2011	14700	E 101-42110-402	Janitorial Service	PD cleaning	190.23
03/01/2011	14700	E 601-49440-402	Janitorial Service	Water Plant	68.40
03/01/2011	14700	E 602-49490-402	Janitorial Service	West Shop	68.40
					<hr/>
					\$492.69

GILLUND ENTERPRISES

01/25/2011	734504	E 101-43100-217	Other Operating Supplies	SUPPLIES	24.22
01/25/2011	734504	E 101-45200-217	Other Operating Supplies	SUPPLIES	24.22
01/25/2011	734504	E 601-49440-217	Other Operating Supplies	SUPPLIES	24.21
01/25/2011	734504	E 602-49490-217	Other Operating Supplies	SUPPLIES	24.21
01/25/2011	734506	E 101-43100-217	Other Operating Supplies	SUPPLIES	24.77
01/25/2011	734506	E 101-45200-217	Other Operating Supplies	SUPPLIES	24.77
01/25/2011	734506	E 601-49440-217	Other Operating Supplies	SUPPLIES	24.76
01/25/2011	734506	E 602-49490-217	Other Operating Supplies	SUPPLIES	24.76
					<hr/>
					\$195.92

GRAINGER, INC.

02/16/2011	9464538231	E 602-49490-217	Other Operating Supplies	SLING WIRE ROPE	76.34
					<hr/>
					\$76.34

GRANITE CITY JOBBING CO.

02/15/2011	672337	E 609-49750-210	Operating Supplies		56.44
02/15/2011	672337	E 609-49751-206	Freight and Fuel Charges		4.25
02/15/2011	672337	E 609-49751-254	Miscellaneous Merchandise		40.47
02/15/2011	672337	E 609-49751-256	Tobacco Products For Resale		577.98
02/22/2011	672966	E 609-49750-210	Operating Supplies		68.55
02/22/2011	672966	E 609-49751-206	Freight and Fuel Charges		4.25
02/22/2011	672966	E 609-49751-256	Tobacco Products For Resale		661.18
02/22/2011	672966	G 101-20810	Sales Tax Payable		(0.78)
					<hr/>
					\$1,412.34

HAWKINS, INC.

02/18/2011	3199174	E 602-49490-216	Chemicals and Chem Products	CHLORIDE	2,916.20
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\$2,916.20

HEAT MIZER GLASS, INC.

02/18/2011	20740	E 101-45200-401	Repairs/Maint Buildings	WARMING HOUSE	432.10
					<hr/>
					\$432.10

HENRY & ASSOCIATES

02/17/2011	14807	E 101-43100-406	Asphalt Repair & Maint	COLD PATCH WINTER MIX	430.87
					<hr/>
					\$430.87

INNOVATIVE OFFICE SOLUTIONS, L

02/15/2011	WO-10512325-1	E 101-43100-200	Office Supplies	OFFICE SUPPLIES	5.07
02/15/2011	WO-10512325-1	E 101-45200-200	Office Supplies	OFFICE SUPPLIES	5.07
02/15/2011	WO-10512325-1	E 601-49440-200	Office Supplies	OFFICE SUPPLIES	16.96
02/15/2011	WO-10512325-1	E 602-49490-200	Office Supplies	OFFICE SUPPLIES	16.96
					<hr/>
					\$44.06

JOHNSON BROS WHLSE LIQUOR

02/16/2011	1002049	E 609-49751-206	Freight and Fuel Charges		11.04
02/16/2011	1002049	E 609-49751-251	Liquor For Resale		887.89
02/16/2011	1002050	E 609-49751-206	Freight and Fuel Charges		33.81
02/16/2011	1002050	E 609-49751-253	Wine For Resale		1,058.55
02/17/2011	488150	E 609-49751-206	Freight and Fuel Charges	CREDIT	(1.47)
02/17/2011	488150	E 609-49751-251	Liquor For Resale	CREDIT	(106.50)
02/23/2011	1006099	E 609-49751-206	Freight and Fuel Charges		10.29
02/23/2011	1006099	E 609-49751-251	Liquor For Resale		575.00
02/23/2011	1006100	E 609-49751-206	Freight and Fuel Charges		19.11
02/23/2011	1006100	E 609-49751-253	Wine For Resale		494.05
					<hr/>
					\$2,981.77

KANE, STEVE

02/28/2011		E 101-41110-208	Training and Instruction	RETREAT EXPENSES	136.43
					<hr/>
					\$136.43

LAW ENFORCEMENT LABOR SVCS.

		G 101-21707	Union Dues	MARCH DUES	323.82
					<hr/>
					\$323.82

MCDONALD DIST CO.

02/17/2011	265179	E 609-49751-252	Beer For Resale		3,875.75
02/17/2011	265179	E 609-49751-255	N/A Products		59.50
02/24/2011	265738	E 609-49751-252	Beer For Resale		8,150.50
02/24/2011	265739	E 609-49751-254	Miscellaneous Merchandise		34.00
02/25/2011	265849	E 609-49751-252	Beer For Resale		508.50
					<hr/>
					\$12,628.25

METROPOLITAN AREA MANAGERS

02/22/2011	440	E 101-41400-433	Dues and Subscriptions	DUES 2011	45.00
					<hr/>
					\$45.00

MN NCPERS LIFE INSURANCE

03/01/2011	7334311	G 101-21710	Other Deductions	INSURANCE	48.00
					<hr/>
					\$48.00

MN POLLUTION CONTROL AGENCY

		E 602-49490-434	Permit Fees	PERMIT-WWTP	1,240.00
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					\$1,240.00
MULVIHILL, DARCY					
02/28/2011		E 101-41500-331	Travel Expenses	mileage to coon rapids	13.26
					\$13.26
NELSON ELECTRIC MOTOR REPAIR					
02/17/2011	5131	E 602-49451-229	Project Repair & Maintenance	TURTLE RUN LIFT STATION	842.00
					\$842.00
NORTHERN AIR CORPORATION					
02/28/2011	71724	E 602-49490-401	Repairs/Maint Buildings	wwtp controls	273.00
					\$273.00
NORTHWEST ASSOC. CONSULTANTS					
03/01/2011	19663	E 101-41910-311	Contract	TECH ASSIST - CITY PROJECTS	3,996.99
03/01/2011	19664	E 101-41910-311	Contract	TECH ASSIST - MEETINGS FEB 2	200.00
					\$4,196.99
OLSON POWER AND EQUIPMENT, INC					
02/25/2011	67946	E 101-43100-218	Equipment Repair & Maintenance	CLUTCH WORK	106.88
02/25/2011	67946	E 101-45200-218	Equipment Repair & Maintenance	CLUTCH WORK	106.87
03/01/2011	12619	E 101-43100-408	Ice& Snow Removal	skid bar	297.11
					\$510.86
PAUSTIS & SONS					
02/21/2000	8294540-IN	E 609-49751-206	Freight and Fuel Charges		8.75
02/21/2000	8294540-IN	E 609-49751-253	Wine For Resale		430.01
					\$438.76
PHILLIPS WINE & SPIRITS CO.					
01/13/2011	3451968	E 609-49751-206	Freight and Fuel Charges	CREDIT TAKEN TWICE	1.47
01/13/2011	3451968	E 609-49751-251	Liquor For Resale	CREDIT TAKEN TWICE	139.00
02/16/2011	2030320	E 609-49751-206	Freight and Fuel Charges		51.45
02/16/2011	2030320	E 609-49751-251	Liquor For Resale		3,690.40
02/16/2011	2030321	E 609-49751-206	Freight and Fuel Charges		29.40
02/16/2011	2030321	E 609-49751-253	Wine For Resale		658.25
02/23/2011	2033219	E 609-49751-206	Freight and Fuel Charges		16.54
02/23/2011	2033219	E 609-49751-251	Liquor For Resale		941.77
02/23/2011	2033220	E 609-49751-206	Freight and Fuel Charges		84.53
02/23/2011	2033220	E 609-49751-253	Wine For Resale		2,964.75
02/23/2011	2033221	E 609-49751-206	Freight and Fuel Charges		1.47
02/23/2011	2033221	E 609-49751-254	Miscellaneous Merchandise		34.40
					\$8,613.43
PLEAA					
03/03/2011		E 101-42110-208	Training and Instruction	CONFERENCE KEYS	50.00
					\$50.00
QUALITY WINE & SPIRITS					
02/23/2010	423818-00	E 609-49751-206	Freight and Fuel Charges		16.10
02/23/2010	423818-00	E 609-49751-251	Liquor For Resale		676.20
					\$692.30
SHOOKINATOR LAWNS					
02/26/2011		G 101-11500	Accounts Receivable	SIDEWALK CLEANING	1,200.00

						\$1,200.00
SKINNER, MARLINE						
		E 101-42700-311	Contract	BOARDING		500.00
						\$500.00
SUSA						
03/01/2011	030111	E 601-49440-433	Dues and Subscriptions	ANNUAL REGISTRATION FEE		50.00
03/01/2011	030111	E 602-49490-433	Dues and Subscriptions	ANNUAL REGISTRATION FEE		50.00
03/01/2011	030111.2	E 601-49440-433	Dues and Subscriptions	ANNUAL REGISTRATION FEE		50.00
03/01/2011	030111.2	E 602-49490-433	Dues and Subscriptions	ANNUAL REGISTRATION FEE		50.00
						\$200.00
SWENSON, KIMBERLY						
02/19/2011	021911	E 101-42210-200	Office Supplies	OFFICE SUPPLIES		73.71
						\$73.71
TELECID (TWIN CITIES EMEDIA)						
03/01/2011		E 101-49200-441	Miscellaneous	BLOCK OF HOURS		7,000.00
						\$7,000.00
THE AMERICAN BOTTLING COMPANY						
02/18/2011	2449905964	E 609-49751-254	Miscellaneous Merchandise			133.05
						\$133.05
U S CABLE						
03/01/2011		E 101-41940-321	Telephone	MARCH 2011		69.95
03/01/2011		E 601-49440-321	Telephone	MARCH 2011		69.95
03/01/2011		E 601-49440-321	Telephone	MARCH 2011		34.97
03/01/2011		E 601-49440-321	Telephone	MARCH 2011		69.95
03/01/2011		E 602-49490-321	Telephone	MARCH 2011		34.98
03/01/2011		E 609-49750-321	Telephone	MARCH 2011		69.95
						\$349.75
WELLS FARGO						
03/01/2011	0029-787991ab4	E 101-42210-601	Debt Srv Bond Principal	FIRE HALL PAYMENT		18,176.04
03/01/2011	0029-787991ab4	E 101-42210-611	Bond Interest	FIRE HALL PAYMENT		1,180.00
						\$19,356.04
WINE MERCHANTS						
02/23/2011	352533	E 609-49751-206	Freight and Fuel Charges			1.47
02/23/2011	352533	E 609-49751-253	Wine For Resale			95.25
						\$96.72
WIRTZ BEVERAGE MN						
02/17/2011	531614	E 609-49751-206	Freight and Fuel Charges			18.85
02/17/2011	531614	E 609-49751-251	Liquor For Resale			647.11
02/17/2011	531614	E 609-49751-253	Wine For Resale			319.60
02/17/2011	531614	E 609-49751-254	Miscellaneous Merchandise			33.38
02/24/2011	534691	E 609-49751-206	Freight and Fuel Charges			15.95
02/24/2011	534691	E 609-49751-251	Liquor For Resale			1,087.41
02/24/2011	534691	E 609-49751-254	Miscellaneous Merchandise			25.73
						\$2,148.03

FUND SUMMARY

101 GENERAL FUND	\$44,499.01
601 WATER FUND	\$6,974.48
602 SEWER FUND	\$16,184.66
609 MUNICIPAL LIQUOR FUND	\$45,927.59
Total	<u>113,585.74</u>

CITY OF ST. FRANCIS
3/7/2011

Checks cut since last Council Meeting

<u>Check Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
TOTAL				<u><u>0.00</u></u>

Disbursements via Debits to Checking account

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
02/17/11	U.S. Treasurer	Federal Payroll Tax	14,139.77
02/17/11	P.E.R.A.	P.E.R.A	11,424.77
02/17/11	ING	Deferred Comp	770.00
02/17/11	ICMA	Deferred Comp	715.00
02/17/11	MN State Treasurer	State Payroll Tax	3,159.98
02/17/11	Mn Dept of Revenue	Levy	439.00
02/22/11	MN PFA	Water Plant Payment	108,248.31
02/23/11	U.S. Treasurer	Federal Payroll Tax	1,470.12
02/23/11	MN State Treasurer	State Payroll Tax	146.57
03/03/11	U.S. Treasurer	Federal Payroll Tax	15,487.35
03/03/11	P.E.R.A.	P.E.R.A	12,459.05
03/03/11	ING	Deferred Comp	770.00
03/03/11	ICMA	Deferred Comp	790.00
03/03/11	MN State Treasurer	State Payroll Tax	3,497.81
03/03/11	Mn Dept of Revenue	Levy	54.43
TOTAL			<u><u>173,572.16</u></u>

CITY OF ST. FRANCIS
ST. FRANCIS MN
ANOKA COUNTY

RESOLUTION 2011-04

END OF YEAR TRANSFERS
FOR THE YEAR 2010

BE IT RESOLVED that the City Council of the City of St. Francis hereby approves the following transfers of funds:

	FROM	TO	PURPOSE	AMOUNT
1	General Fund	Ivywood Project	Project costs	223,240.00
2	Water Fund	Ivywood Project	Project costs	43,740.00
3	Sewer Fund	Ivywood Project	Project costs	69,970.00
4	General Fund	Capital Outlay	Police equipment	9,780.00
5	General Fund	Capital Outlay	Police/Fire building	50,000.00
6	General Fund	Capital Outlay	City Hall	75,000.00
7	General Fund	Fire Truck Fund	Fire equipment	100,000.00

1. Transfer funds from General Fund for Ivywood/230th Avenue costs. (Please note this does draw down the fund balance for the General Fund.)
2. Transfer funds from Water Fund for Ivywood/230th Avenue costs.
3. Transfer funds from Sewer Fund for Ivywood/230th Avenue costs).
4. Ear mark funds for future police equipment.
5. Ear mark funds for future Police/Fire station.
6. Ear mark funds for future City Hall.
7. Ear mark funds for future fire trucks and equipment.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 7TH DAY OF MARCH, 2011.

APPROVED:

Jerry Tveit, Mayor

ATTEST:

Barbara I. Held, City Clerk



NORTHWEST ASSOCIATED CONSULTANTS, INC.

4800 Olson Memorial Highway, Suite 202, Golden Valley, MN 55422
Telephone: 763.231.2555 Facsimile: 763.231.2561 planners@nacplanning.com

MEMORANDUM

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

FROM: Nate Sparks, Consulting Planner

MEETING DATE: March 7, 2011

RE: Parking & Driveway Ordinance

BACKGROUND

The Planning Commission has been reviewing potential ordinance changes to the parking and driveway section of the code regarding surfacing, curb cuts, disability parking, and proof of parking. At their February meeting a public hearing was held on the following changes.

RURAL RESIDENTIAL DRIVEWAYS

The City of St. Francis has an unwritten policy that new Rural Residential & Marginal Land PUD Subdivisions would require paved driveways. This requirement was never placed in an ordinance. There were several complaints received by the City regarding a newer house without a paved driveway within a Rural Residential development and the driveway surface washing into the street after rainfall. The City's policy had been to require such driveways to be paved but there was no ordinance in effect. The Planning Commission discusses means to rectify this situation.

The Planning Commission recommends to the Council to require Rural Residential and Marginal Land PUD zoned properties to have their primary driveways paved when the adjacent roadway is paved. The Commissioners thought the secondary driveway should not be required to be paved except for the portion within the public right-of-way. This policy change would only impact properties in existing platted Rural Residential and Marginal Land PUD subdivisions that are on paved roads. The ordinance language is proposed to read as follows:

"In the Rural Residential and Marginal Land PUD Districts, primary driveways that lead to the principle structure or primary garage shall be paved with a bituminous, concrete, paver, or similar surface. Secondary driveways shall be paved in a similar manner from the edge of the constructed public roadway to the property line, at minimum. All other rural driveway standards shall be met. The City Engineer may waive this requirement in cases where the adjacent public roadway is not paved."

Please note that existing driveways are grandfathered in and this ordinance will only impact new driveways or existing driveways that are replaced.

OTHER RECOMMENDED CHANGES

There were other issues identified in the Planning Commission's review of this ordinance section. Attached is Chapter 19 showing strikethroughs where the language is deleted and italics with the inserted text. The following are a summary of changes reflected in the draft:

Section 10-19-3-I regarding disability parking is being clarified to defer to all federal and state standards, whichever is most restrictive.

Section 10-19-4-B-5 & 10-19-4-B-11 regarding driveway standards currently restricts paved driveways to being just concrete and/or bituminous. Paver stone or similar driveways may become more prevalent as general storm water ordinances become more restrictive, as these driveways are partially pervious to water. These types of driveways should be included to ensure they are not inadvertently discouraged.

Section 10-19-4-B-21 reflects the aforementioned proposed changed to the new Rural Residential driveways.

Section 10-19-7, Proof of Parking is proposed to be allowed as a conditional use. Previously, the City would review this type of request with a site plan review, however, now City policy is that such reviews are only necessary in conjunction with a CUP, Variance, or PUD. Therefore, the proof of parking is recommended to be moved into such a class to allow for a necessary review by City Officials.

Section 10-19-8-A, "Curb Cuts" is proposed to be renamed "Curb Cuts & Property Access Points". Residents in the rural area have expressed confusion on whether or not this section applied to them as there is technically no curb. Thus, a clarification in the name is recommended.

RECOMMENDED ACTION

The Planning Commission recommends approval of the following ordinance amendments.

Attached:
Chapter 19 Showing Changes
Ordinance Form

CHAPTER 19

GENERAL PARKING, LOADING, AND ACCESS REQUIREMENTS

SECTION:

- 10-19-1: Purpose
- 10-19-2: Application of Off-Street Parking Regulations
- 10-19-3: General Provisions
- 10-19-4: Performance Standards
- 10-19-5: Joint Parking Requirements
- 10-19-6: Off-Site Parking
- 10-19-7: Proof of Parking Requirements
- 10-19-8: Design and Maintenance of Off-Street Parking
- 10-19-9: Parking Supply Requirements
- 10-19-10: Off-Street Loading Requirements

10-19-1: PURPOSE. The regulation of off-street parking spaces, loading areas, and site access is to alleviate or prevent congestion of the public rights-of-way and to promote the safety and general welfare of the public, by establishing minimum requirements for off-street parking and loading areas for motor vehicles in accordance with the intensity of utilization of various parcels of land or structures.

10-19-2: APPLICATION OF OFF-STREET PARKING REGULATIONS. The regulations and requirements set forth in this Chapter shall apply to the required and non-required off-street parking facilities in all use districts.

10-19-3: GENERAL PROVISIONS.

- A. **Site Plan Requirements.** All applications for a building permit or a certificate of occupancy in all zoning districts shall be accompanied by a site plan, indicating the location and number of off-street parking and loading spaces, meeting the requirements set forth in this Chapter.
- B. **Permits Prior to Effective Date.** Structures or uses for which a building permit has been issued prior to the effective date of this Ordinance shall be exempt from the parking requirements in this Ordinance if the structure is completed within six (6) months after the effective date of this Ordinance.
- C. **Reduction of Existing Off-Street Parking Space.** Off-street parking spaces and loading spaces existing upon the effective date of this Ordinance shall not be reduced in number unless the number exceeds the requirements set forth herein for a similar new use.

- D. **Change of Use or Occupancy of Land.** No change of use or occupancy of land already dedicated to a parking area, parking spaces, or loading spaces shall be made, nor shall any sale of land, division or subdivision of land be made which reduces area necessary for parking, parking stalls, or parking requirements below the minimum prescribed by this Ordinance.
- E. **Change of Use or Occupancy of Buildings.** Any change of use or occupancy of any building or buildings including additions thereto requiring more parking area shall not be permitted until additional parking spaces are provided as required by this ordinance.
- F. **Off-Site Parking Facilities.** When required accessory off-street parking facilities are provided elsewhere than on the lot in which the principal use served is located, they shall be in the same ownership or control, either by deed or long-term lease, as the property occupied by such principal use.
- G. **Use of Parking Area.** All parking lot designs shall be well planned to minimize conflicts between vehicular and pedestrian traffic. Required off-street parking spaces in any district shall not be utilized for vehicle repair, open storage, stockpiling of snow, debris, materials, goods or for the storage of vehicles which are inoperable or for sale or for lease. Parking spaces for the disabled shall comply with current state requirements.
- H. **Computation of Required Spaces.** In computing the number of parking or loading spaces required the following rules shall govern:
1. The term "floor area" for the purpose of calculating the number of off-street parking spaces shall be the net usable floor area of the various floors, exclusive of hallways, utility space, restrooms, window show cases, and ornamental space not used for assembly.
 2. Where fractional spaces result, the parking spaces required shall be construed to be the nearest whole number.
 3. The parking space requirement for a use not specifically mentioned herein shall be the same as required for a similar use as determined by the Zoning Administrator.
 4. When computing total number of parking spaces required for a use, individual activities within the use will be calculated separately and added together to arrive at the total required parking spaces for each specific use proposed.
- I. **Disability Accessible Parking.** ~~Disability accessible parking spaces shall be provided as applicable pursuant to Minnesota Statutes 168.021, as may be~~

~~amended.~~ *Disability parking and associated signage shall be provided per the applicable State or Federal standards, whichever is more restrictive.*

10-19-4: PERFORMANCE STANDARDS. All off-street parking facilities shall comply with the following dimensional standards:

A. Drive Aisles/Parking Lots/Stall Dimensions.

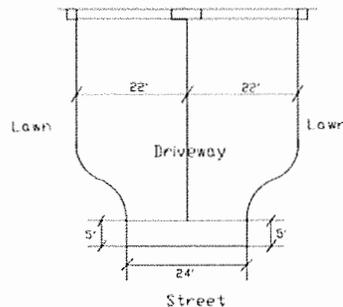
Angle	Minimum Stall Dimensions	Minimum Parking Lot Drive Aisle Width
90 Degree	9 x 19	24 feet (two-way traffic)
60 Degree	9 x 19	18 feet (one-way traffic)
Parallel	8 x 22	24 feet (two-way traffic)

B. Driveway Requirements.

1. Two-way traffic: Twenty-four (24) feet.
2. One-way traffic: Twenty (20) feet minimum if for fire truck access.
3. Drive-up window lanes: Fourteen (14) feet if fire truck access required.
4. All lots or parcels shall have direct adequate physical access for emergency vehicles along the frontage of the lot or parcel from either an existing dedicated public roadway, or an existing private roadway approved by the City.
5. Bituminous, *concrete, pavers, or other similarly surfaced* driveways on ~~surfaced paved~~ roadways may extend to and adjoin the existing ~~bituminous paved surface~~. Driveways constructed along roads that are constructed as a rural section street shall meet the rural driveway standard set forth in the City's Development Standards.
6. Driveways of any type surface shall maintain at least a three-foot side yard adjacent property lines in residential districts. Driveways that service commercial and industrial uses may extend to the side property line with approval by the adjacent land owner.
7. No residential driveway shall exceed twenty-four (24) feet in width at the point where it adjoins the street. The driveway shall not exceed a width of twenty-four (24) feet for a distance of at least five (5) feet behind the street, at which point the driveway may exceed twenty-four (24) feet in width.

8. Two single family residences may share a driveway provided both parcels have adequate frontage, easements are recorded, both property owners agree to maintenance and dissolution agreements, and the driveway meets the minimum fire and safety standards. No more than two single family residences may share a driveway. For the purposes of setbacks, the two parcels shall be counted as one, while the agreement is in effect.
9. No residential driveway access shall be allowed onto a designated collector or arterial street, unless the Planning and Zoning Commission finds that no other practical alternative exists and the Council approves said access.
10. No driveway shall obstruct drainage utility access, or impair public safety. When necessary, the lot owner shall install a culvert of adequate size and type, as determined by the City Engineer.
11. All driveways in the Urban Service Area that are constructed after the effective date of this Chapter shall be either ~~bituminous or concrete~~ *bituminous, concrete, pavers, or other similar surface*.
12. Driveways shall not have a slope of greater than ten (10) percent.
13. Driveways in the Rural Service Area shall be of a design that will provide reasonable access for emergency service vehicles and meet all fire and public safety standards. At a minimum, the driveway shall have at least a 10 foot driving surface, with a driveway base that is suitable to support the City's largest piece of fire fighting apparatus. Obstructions adjacent to and directly over the driveway, including but not limited to; tree branches, shrubs, landscaping materials, etc. shall be removed.
14. All new or relocated driveways shall require a permit prior to construction. Driveways located on City streets shall obtain a permit from the City of St. Francis. Driveways located on State Highway 47 shall obtain a permit from MnDOT and driveways located on a County Road shall obtain a permit from the Anoka County Highway Department.
15. The property owner shall be responsible for the maintenance in safe condition of all driveways leading to his or her property, including the portions of sidewalks used as part of said driveways.
16. The center island separating townhome driveways shall be landscaped with hardy shrubs.
17. The center island separating townhome driveways shall not be used for snow storage.

18. The property owners of the townhomes shall share maintenance responsibilities of the center island.
19. In lieu of two separate townhome driveways, one shared driveway may be utilized subject to the following conditions:
 - a. The shared driveway shall not exceed twenty-four (24) feet in width at the point it adjoins the street.
 - b. Townhome driveways shall be required and maintained by a property owner association.



20. Town homes and multi-family dwellings under the ownership and/or control of a property owner association shall be maintained, repaired, and replaced under the cost of property owner association. Said association shall maintain a capital improvement program for the driveways under its ownership.
21. *In the Rural Residential and Maginal Land PUD Districts, primary driveways that lead to the principle structure or primary garage shall be paved with a bituminous, concrete, paver, or similar surface. Secondary driveways shall be paved in a similar manner from the edge of the constructed public roadway to the property line, at minimum. All other rural driveway standards shall be met. The City Engineer may waive this requirement in cases where the public roadway is not paved.*

C. **Private Street Standards.** All private streets intended to service Commercial, Industrial, Institutional, and Multi-family Projects shall be constructed in accordance to the City's Public Street Standard, including but not limited to; street width, curb and gutter, intersection standards, pavement section and design standard.

10-19-5: JOINT PARKING REQUIREMENTS. Required parking facilities serving two (2) or more uses may be located on the same lot or in the same structure, except in residentially zoned districts, provided that the total number of parking spaces furnished

shall be not less than the sum total of the separate requirements for each use during any peak hour parking period when the parking facility is used at the same time by two (2) or more uses. Conditions required for joint uses are:

- A. The proposed joint parking space is within five hundred (500) feet of the use it will serve.
- B. The applicant shall demonstrate that there is not substantial conflict in the principal operating hours of the two (2) or more buildings or uses for which joint use of off-street parking facilities is proposed.
- C. A properly drawn legal instrument executed by the parties concerned for joint use of off-street parking facilities shall be filed as a deed restriction on both properties in the recorder's office of Anoka County.

10-19-6: OFF-SITE PARKING.

- A. Any off site parking which is used to meet the requirements of this Ordinance may, as applicable, be allowed by a conditional use permit for long term off site parking facilities as regulated under the provisions of Chapter 6 of this Ordinance, or an interim use permit for short term temporary off site parking facilities as regulated under the provisions of Chapter 7 of this Ordinance, and shall be subject to the conditions listed below.
- B. Off site parking shall be developed and maintained in compliance with all requirements and standards of this Ordinance.
- C. Reasonable access from off-site parking facilities to the use being served shall be provided.
- D. Except as provided by this Ordinance, the site used for meeting the off-street parking requirements shall be under the same ownership as the principal use being served or under public ownership.
- E. Off-site parking for multiple-family dwellings shall not be located more than two hundred fifty (250) feet from any normally used entrance of the principal use served.
- F. Off-site parking for non-residential uses shall not be located more than five hundred (500) feet from the main public entrance of the principal use being served. Off site parking located more than five hundred (500) feet from the main entrance may be allowed with the provision of a private shuttle service.
- G. Any use which depends upon off-site parking to meet the requirements of this Ordinance shall maintain ownership and parking utilization of the off-site location

until such time as on site parking is provided or a site in closer proximity to the principal use is acquired and developed for parking.

10-19-7: PROOF OF PARKING REQUIREMENTS. The City may allow reductions in the number of required parking spaces to be installed under one (1) or more of the following circumstances *via a Conditional Use Permit*:

- A. The unique characteristics of the proposed use are such that it will generate a need for less parking than the Ordinance standard; or
- B. All requests for reductions in the amount of required parking to be installed shall be accompanied by a plan showing where the total required parking spaces can be added on the lot, if necessary, up to the total amount required by this Ordinance, (meeting green area requirements) without requiring a variance.

10-19-8: DESIGN AND MAINTENANCE OF OFF-STREET PARKING.

A. **Curb Cuts & Property Access Points.**

- 1. Width. No driveway curb cut access within the public right-of-way shall exceed twenty-four (24) feet.
- 2. Number Allowed. Residential lots within the Urban Service Area shall be limited to no more than one driveway access on to a public street. Residential lots within the Rural Service Area may have two driveway accesses, provided the driveways have at least a one hundred (100) feet separation and the second driveway is intended to service an accessory structure. Both driveways shall have culverts meeting City Code Requirements. Lots developed for Commercial, Industrial, Multi-family and/or Public Institutional Uses may be permitted multiple driveways onto a public street after review and approval by the City Engineer.
- 3. Setbacks. Curb cuts may not be placed closer than three (3) feet to any side or rear lot line.
- 4. County/State Roads. Curb cuts onto County/State roads shall require review by the County/State Engineer. The County/State Engineer shall determine the appropriate location, size, and design of such access drives and may limit the number of access drives in the interest of public safety and efficient traffic flow.
- 5. Sensitive Areas. Curb cuts to principal structures which traverse wooded, steep, or open field areas shall be constructed and maintained to a width

and base material depth sufficient to support access by emergency vehicles as determined by the City Engineer.

- B. **Signs.** Signs shall not be located in a required parking area except as necessary for disability accessibility and for the orderly operation of traffic movement. Such signs shall not be a part of the permitted advertising space.
- C. **Curbing.** Except for single, two family and townhouses, all open off-street parking shall have a perimeter concrete curb barrier around the entire parking lot. Said curb barrier shall be set back a minimum of five (5) feet from any property line.
- D. **Striping.** Except for single, two family and townhouses, all parking stalls shall be marked with white or yellow painted lines not less than four (4) inches wide.
- E. **Surfacing.** All commercial, industrial, and institutional parking spaces and driveways shall be surfaced with concrete, bituminous, or pavers in all zoning districts. Other materials such as decorative rock, gravel, sand, or bare soil are prohibited. All parking areas and driveways shall be maintained in a safe and proper manner. The owner shall not allow weeds or surface materials to become deteriorated.
- F. **Lighting.** Lighting in an off-street parking area shall be shaded or diffused so as to reflect the light away from adjoining property and adjacent traffic areas as regulated in accordance with Section 10-16-8 of this Ordinance. All light fixtures shall be a down-cast style.
- G. **Maintenance of Off-Street Parking Spaces.** It shall be the joint responsibility of the operator and owner of the principal use, uses and/or building to maintain, in a neat and adequate manner, the parking space, access ways, landscaping and required fencing.
- H. **Location.** All accessory off-street parking facilities required herein shall be located as follows:
 - 1. Spaces accessory to one and two family dwellings shall be on the same lot as the principal use served unless guest parking is provided elsewhere.
 - 2. There shall be no off-street parking space within five (5) feet of any property line except as provided below:
 - a. B-2 and B-3 Districts. Zero lot line parking area setbacks shall be allowed within B-2 and B-3 Districts subject to the following conditions:

- (1) A five (5) foot parking area setback shall be maintained along street rights-of-way (not including alleys). Such setback area shall be sodded or landscaped with approved ground cover, shrubs or trees.
 - (2) The parking area shall not abut a residential zoning district or use.
 - (3) If applicable, a maintenance and joint use agreement shall be executed and recorded against the titles of the affected properties.
 - (4) Encroachment into established utility easements shall be allowed only via permit and an encroachment agreement with the City.
- b. **Shared Access and Joint Parking.** Zero lot line setbacks shall be allowed in cases of shared access and joint parking subject to the following conditions:
- (1) The access and/or parking area layout is approved by the City Engineer.
 - (2) A maintenance and joint use agreement shall be executed and recorded against the titles of the affected properties.
 - (3) If applicable, the conditions of Section 10-19-5 of this Ordinance related to joint parking are satisfied.
3. When parking stalls abut a sidewalk, the minimum sidewalk width shall be six (6) feet.
 4. Parking stalls shall not be located where they obstruct doorways, driveways, or pedestrian walkways.
 5. All disability accessible stalls shall be located in close proximity to entrance areas and shall not be hindered by inappropriately located curb cuts, catch basins, etc.
- I. **Use of Parking Area.** Required off-street parking spaces in all districts shall not be used for open storage, or sale of goods, or for the storage of vehicles which are inoperable, for lease, rent or sale or the stockpiling of snow.
- J. **Parking and Storage of Recreational Vehicles.** The parking and storage of recreational vehicles shall be regulated in accordance with Section 7-4-5 of the City Code and Section 10-16-15 of this Ordinance.

10-19-9: PARKING SUPPLY REQUIREMENTS.

USES	REQUIRED NUMBER OF PARKING SPACES
RESIDENTIAL	
Assisted Living Facility	One-half (½) space per unit.
Daycare Nursery	One (1) space per teacher/employee on the largest work shift, plus one (1) off-street loading space per six (6) students.
Elderly (Senior Citizen) Housing (uses with occupancy limited to persons age 55 and over)	One (1) space per unit. One-half (½) of required stalls may be provided at initial development for projects with occupancy restricted to persons age 55 and older. The development shall include a proof-of-parking area sufficient to meet the parking requirements.
Group Home (Dwelling)	One (1) space per sleeping room or one (1) space for every four (4) beds.
Manufactured Home	Two (2) parking spaces per manufactured home (A minimum of one (1) parking space shall be enclosed)
Multiple Family (Apartment) Dwelling (see also Guest Parking)	One and one-half (1½) parking spaces for each efficiency and one bedroom unit and two and one-quarter (2¼) parking spaces for units with two (2) or more bedrooms. A minimum of one (1) of the required parking spaces per unit shall be an enclosed garage space. A land area requirement credit of three hundred (300) square feet toward the satisfaction of lot area requirements shall be given for each garage space under the principal building.
Multiple Family Guest Parking	One-half (½) space per townhouse or apartment unit, distributed throughout the development, in addition to the required parking per unit.
Nursing Home other than Assisted Living Facility	One (1) space per six (6) patient beds, plus one (1) space per employee on the largest work shift.
One and Two Family Residence	A four hundred forty (440) square foot attached garage shall be constructed at the same time as the principal structure. For lots of record established after the effective date of this Ordinance, all site plans for single-family homes shall provide for the location of a three (3) stall attached garage, whether or not construction is intended.
Townhome Dwelling Unit (see also Guest Parking)	Each dwelling unit shall have an attached garage with a minimum of two (2) garage spaces and two (2) driveway spaces per unit. The minimum garage space shall be two hundred twenty (220) square feet for dwellings with basements and five hundred forty (540) square feet for dwellings without basements. Garages shall be a minimum of twenty (20) feet in width.

USES	REQUIRED NUMBER OF PARKING SPACES
COMMERCIAL:	
Automobile Repair (Associated with Motor Fuel Station)	Two (2) spaces for each service stall plus motor fuel requirements.
Automobile Repair, Major	At least two (2) off-street parking spaces plus four (4) off-street parking spaces for each service stall.
Automobile Repair, Minor	One (1) space per two hundred (200) square feet of floor area.
Automobile Sales	One (1) space per five hundred (500) square feet of showroom plus one (1) space for each three thousand (3,000) square feet of outdoor sales lot.
Bank	One (1) parking space for each three hundred (300) square feet of floor area plus five (5) stacking spaces for each drive-in window.
Bar, Tavern, Night Club	At least one (1) space per three (3) patron seats, plus one (1) space per employee on the largest work shift.
Beauty or Barber Shop	Two (2) parking spaces per chair, plus one (1) space per employee on the largest work shift.
Boarding House	At least one (1) parking space for each person for whom accommodations are provided for sleeping.
Bowling Alley	Five (5) parking spaces for each alley, plus additional spaces as may be required herein for related uses contained within the principal structure.
Car Wash (Accessory to motor fuel station)	Four (4) off-street stacking spaces per drive-through car wash. The bay inside the car wash shall not be considered a stacking space.
Car Wash (Drive-Through) as Principal Use	A minimum of ten (10) spaces or one (1) space for each employee on the maximum shift, whichever is greater.
Community Center, Private Club, Lodge, Museum, Art Gallery	Ten (10) spaces, plus one (1) for each one hundred fifty (150) square feet in excess of two thousand (2,000) square feet of floor area in the principal structure.
Convenience Grocery	One (1) parking space per one hundred (100) square feet of floor area. Parking areas at pump islands may be counted as parking spaces.
Fitness Center	One (1) space per exercise station (e.g., strength machine or cardiovascular) plus one (1) space per employee on the largest work shift plus additional parking required for ancillary uses.
Funeral Home	Twenty (20) spaces per chapel or parlor, plus one (1) space for each company vehicle maintained on site. Adequate stacking space shall also be provided for staging funeral processions.
Grocery or Supermarket	One (1) space per one hundred (100) square feet of floor area of customer sales and service, plus one (1) space per two hundred (200) square feet of floor area of storage.

USES	REQUIRED NUMBER OF PARKING SPACES
Hotel or Motel	At least one (1) space for each dwelling unit or lodging room, plus one (1) additional space for each eight units. Additional spaces shall be required for liquor or restaurant facilities.
Instructional Studio (Dance, Karate, Music, and similar uses)	One (1) space for each two hundred (200) square feet of floor area.
Laundromat	One-half (½) space per machine.
Mini-Storage	Two (2) parking spaces per employee area plus one (1) space per six thousand (6,000) square feet of indoor storage area.
Motor Fuel Station	One (1) space per pump plus one (1) space per employee on the largest work shift. With convenience grocery; include one (1) space per one hundred (100) square feet of floor area. Parking areas at pump islands may be counted as parking spaces.
Outdoor Storage and/or Display of Retail Merchandise	One (1) space per two thousand (2,000) square feet of outdoor storage or display area in addition to the total parking required on the site for the individual use.
Pool Hall and Arcade	One (1) space per four (4) patrons at the maximum occupancy load of the facility, plus one (1) space per employee on the largest work shift, plus one (1) space per one hundred (100) square feet of kitchen, dining, or snack bar area.
Religious Institution, Theater, Auditorium	One (1) space for each three (3) seats. Based upon maximum design capacity, plus additional spaces as may be required herein for related uses contained within the principal structure.
Restaurant (Fast Food)	One (1) space per fifty (50) square feet of floor area, plus one (1) space per employee on the largest work shift.
Restaurant (Sit Down) including outdoor seating	Five (5) spaces per one thousand (1,000) square feet of floor area
Restaurant, Take-Out (No seating)	One (1) space per one hundred (100) square feet of floor area.
Retail Sales and Multiple occupancy retail service building	One (1) space per two hundred fifty (250) square feet of floor area and outdoor sales space.
Retail Sales/Service and storage	One (1) space per two hundred (200) square feet of floor area of retail space and one (1) space per five hundred (500) square feet of storage area.
OFFICE:	
Medical, Dental, or Chiropractic Office or Clinic	Five (5) spaces per doctor or dentist, plus one (1) space for each employee on the largest work shift.
Office (Business and Professional)	One (1) space for each four hundred (400) square feet of floor space.

USES	REQUIRED NUMBER OF PARKING SPACES
Veterinary Office (with or without kennels)	Three (3) spaces per doctor, plus one (1) space per employee on the largest work shift.
INDUSTRIAL:	
Industrial	A minimum of one (1) space per employee on the largest work shift plus one (1) space per company vehicle regularly stored on premises, plus addition spaces that may be required depending upon the specific use.
Manufacturing, Fabricating or Processing of a Product	One (1) space per one thousand (1,000) square feet of floor area, plus one (1) space for each company owned truck (if not stored inside principal structure).
Manufacturing, Office	One (1) space per three hundred fifty (350) square feet of floor area, plus one (1) space per company vehicle not stored within the principal structure.
Warehouse	Office Area: One (1) space per two hundred (200) square feet of office area. Warehouse Area: One (1) space per one thousand (1,000) square feet of floor area plus one (1) space per company vehicle not stored within principal structure.
INSTITUTIONAL:	
Cemetery	One (1) space per employee
Church	One (1) space per three (3) seats of maximum capacity.
Community Recreation Center	One (1) space per two hundred fifty (250) square feet of floor area, or one (1) space per four (4) patrons at the maximum occupancy load, whichever is greater, plus one (1) space per employee on the largest work shift.
Hospital	Two (2) spaces per three (3) patient beds, plus one (1) space per employee on the largest work shift.
Library	One (1) space per two hundred fifty (250) square feet of floor area or one (1) space per four (4) seats at the maximum occupancy load, whichever is greater, plus one (1) space per employee on the largest work shift.
School, College or Trade	One (1) space per staff member on the largest work shift, plus one (1) space per two (2) students of the largest class attendance period.
School, Elementary and Junior High	One (1) space per seven (7) students based upon building design.
School, High School and Post High School Facilities	One (1) space per three (3) students based on building design capacity, plus one (1) space per classroom.

USES	REQUIRED NUMBER OF PARKING SPACES
RECREATIONAL:	
Athletic Field (Private or private nonprofit)	One (1) space per eight (8) seats of design capacity.
Athletic Stadium/Auditorium/Indoor Sports Area	One (1) space per four (4) seats.
Golf Course	Four (4) spaces per hole, plus fifty (50) percent of the requirements for any other associated use, except in planned residential, resort, or commercial developments, which have otherwise adequate provisions for parking.
Golf Driving Range, Miniature Golf, Archery Range	Ten (10) off-street spaces, plus one (1) for each one hundred (100) square feet of floor area.
Skating Rink, Ice	One (1) space per three hundred (300) of rink area.
Tennis, Racquet, Handball Court	Four (4) spaces per court, plus one (1) space per employee on the largest work shift.
GENERAL PARKING	
Uses Not Listed	The parking space requirement for a use not specifically mentioned herein shall be the same as required for a similar use as determined by the Zoning Administrator.

10-19-10: OFF-STREET LOADING REQUIREMENTS. Any of the following uses with a gross floor area of six thousand (6,000) square feet or more which requires deliveries or shipments shall provide off-street loading facilities in accordance with the requirements specified below unless a conditional use permit is granted:

- A. Every retail establishment, industrial or manufacturing use, warehouse, or wholesale use having a gross floor area of six thousand (6,000) square feet or more shall provide off-street loading facilities as follows:

Gross Floor Area in Square Feet	Number of Loading Spaces
6,000 - 24,999	1
25,000 – 74,999	2
75,000 – 150,000	3
For each additional one hundred thousand (100,000) square feet (or fraction thereof) of gross floor area	One (1) additional off-street loading space shall be provided

- B. Every public assembly use, such as auditoriums, convention halls, exhibition halls, stadiums or sports arenas, with a gross floor area of greater than one hundred thousand (100,000) square feet shall be provide a minimum of one (1) off-street loading space.
- C. Funeral Homes, restaurants and hotels with a gross floor area of greater than thirty thousand (30,000) square feet and offices with a gross floor area of one

hundred thousand (100,000) square feet or more shall provide a minimum of one (1) off-street loading space.

- D. Off-street loading spaces shall be at least ten (10) by twenty-five (25) feet, excluding area for maneuvering vehicles.
- E. At no time shall any part of a truck or van be allowed to extend into the right-of-way of a public street while the truck or van is being loaded or unloaded.

CITY OF ST. FRANCIS
STFRANCIS, MN
ANOKA COUNTY

ORDINANCE 153, SECOND SERIES

AN ORDINANCE AMENDING SECTION 10-19 OF THE ZONING ORDINANCE REGARDING
DISABILITY PARKING, DRIVEWAY STANDARDS, AND PROOF OF PARKING

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Amended. That Section 10-19-3:I shall hereby be amended to read as follows:

Disability Accessible Parking. Disability parking and associated signage shall be provided per the applicable State or Federal standards, whichever is more restrictive.

Section 2. Code Amended. That Section 10-19-4:B-5 shall hereby be amended to read as follows:

Bituminous, concrete, pavers, or other similarly surfaced driveways on paved roadways shall extend to and adjoin the existing paved surface. Driveways constructed along roads that are constructed as a rural section street shall meet the rural driveway standard set forth in the City's Development Standards.

Section 3. Code Amended. That Section 10-19-4:B-11 shall hereby be amended to read as follows:

All driveways in the Urban Service Area that are constructed after the effective date of this Chapter shall be constructed with bituminous, concrete, pavers, or other similar surface.

Section 4. Code Amended. That Section 10-19-4:B-21 shall hereby be added to read as follows:

In the Rural Residential and Maginal Land PUD Districts, primary driveways that lead to the principle structure or primary garage shall be paved with a bituminous, concrete, paver, or similar surface. Secondary driveways shall be paved in a similar manner from the edge of the constructed public roadway to the property line, at minimum. All other rural driveway standards shall be met. The City Engineer may waive this requirement in cases where the adjacent public roadway is not paved.

Section 5. Code Amended. That Section 10-19-7 shall hereby be amended to read as follows:

PROOF OF PARKING REQUIREMENTS. The City may allow reductions in the number of required parking spaces to be installed under one (1) or more of the following circumstances via a Conditional Use Permit:

- A. The unique characteristics of the proposed use are such that it will generate a need for less parking than the Ordinance standard; or

- B. All requests for reductions in the amount of required parking to be installed shall be accompanied by a plan showing where the total required parking spaces can be added on the lot, if necessary, up to the total amount required by this Ordinance, (meeting green area requirements) without requiring a variance.

Section 6. Code Amended. That Section 10-19-8:A shall hereby be amended to read as follows:

A. Curb Cuts & Property Access Points.

1. Width. No driveway curb cut access within the public right-of-way shall exceed twenty-four (24) feet.
2. Number Allowed. Residential lots within the Urban Service Area shall be limited to no more than one driveway access on to a public street. Residential lots within the Rural Service Area may have two driveway accesses, provided the driveways have at least a one hundred (100) feet separation and the second driveway is intended to service an accessory structure. Both driveways shall have culverts meeting City Code Requirements. Lots developed for Commercial, Industrial, Multi-family and/or Public Institutional Uses may be permitted multiple driveways onto a public street after review and approval by the City Engineer.
3. Setbacks. Curb cuts may not be placed closer than three (3) feet to any side or rear lot line.
4. County/State Roads. Curb cuts onto County/State roads shall require review by the County/State Engineer. The County/State Engineer shall determine the appropriate location, size, and design of such access drives and may limit the number of access drives in the interest of public safety and efficient traffic flow.
5. Sensitive Areas. Curb cuts to principal structures which traverse wooded, steep, or open field areas shall be constructed and maintained to a width and base material depth sufficient to support access by emergency vehicles as determined by the City Engineer.

Section 7. Effective Date. This Ordinance shall take effect 30 days after its publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS _____ DAY OF MARCH, 2011.

APPROVED:

Jerry Tveit
Mayor of St. Francis

ATTEST:

CITY OF ST. FRANCIS
STFRANCIS, MN
ANOKA COUNTY

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PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS _____ DAY OF MARCH, 2011.

APPROVED:

Jerry Tveit
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk



**Minnesota
Pollution
Control
Agency**

Enhancing Ambient Groundwater Quality Monitoring in Minnesota

For the Clean Water Land and Legacy Amendment

Water Quality/Ambient Monitoring #1.05 • December 2009

For More Information

For additional information about the MPCA's ambient groundwater quality monitoring network, contact the MPCA's Ambient Groundwater Monitoring Coordinator in the Environmental Analysis and Outcomes Division at 651-296-6300 or 800-657-3864.

Ground water provides drinking water to about 75 percent of Minnesotans and contributes water to stream, rivers, lakes, and wetlands. The Minnesota Pollution Control Agency (MPCA) monitors the quality of our groundwater and protects it from contamination in cooperation with other state and local agencies.

What Is Ambient Monitoring?

Ambient monitoring is one important component of the MPCA's groundwater protection efforts. Data collected from ambient monitoring activities provide information about the general quality of Minnesota's groundwater and helps identify whether the quality is getting better, worse, or not changing. Ambient monitoring involves the sampling of groundwater across large geographic settings and provides a large-scale or "big picture" view of groundwater quality conditions across the state. Ambient monitoring is not conducted where there is known contamination.

How Is This Information Used?

Data collected from MPCA ground water investigations is valuable to drinking water protection efforts. This data informs the state's drinking water supply protection efforts, identifies threats to groundwater quality, and guides the development of best management practices to avoid future groundwater impacts. These data are available on-line through the MPCA's Environmental Data Access system.

MPCA's Ambient Groundwater Monitoring Network

The MPCA's ambient monitoring network focuses on determining the amount of non-agricultural chemicals in the aquifers that are most susceptible to pollution from human activities. The network focuses on the surficial

sand and gravel and Prairie du Chien-Jordan aquifers. Both of these are heavily used for drinking water. Assessments of agricultural chemicals are performed by the Minnesota Department of Agriculture.

A network of shallow wells tapping the water table is monitored by the MPCA as an early warning network in the surficial sand and gravel aquifers. Groundwater near the water table typically is not used as a source of potable water supplies and likely does not reflect the quality of water people are consuming, but any changes in groundwater quality will be detected first in these wells. The early warning network detects whether human activities may be affecting groundwater quality.

The MPCA is enhancing its early warning network to improve the assessment of groundwater quality conditions and trends across the state. The agency will be installing additional monitoring wells and focuses on typical urban land use settings. The newly-constructed wells will be sampled annually for non-agricultural chemicals.

Clean Water Land and Legacy Amendment

Enhancements to the MPCA's ambient groundwater quality monitoring network are funded through the Clean Water, Wildlife, Cultural Heritage and Natural Areas Amendment. On November 4, 2008, Minnesota voters approved this amendment which increased the sales and use tax rate by three-eighths of one percent on taxable sales through 2034. Part of these funds are used to protect, enhance, and restore the groundwater, with at least five percent of the funds targeted to protect drinking water source.

MPCA PROPERTY ACCESS AGREEMENT WITH

(Property Owner)

1. Purpose of Agreement. The Minnesota Pollution Control Agency (MPCA) is enhancing its ambient groundwater monitoring network in Minnesota. The attached fact sheet describes this groundwater monitoring network (“network”), which will help provide information about the quality of Minnesota’s groundwater and identify trends in water quality. The MPCA is assessing groundwater in this region. As part of the groundwater assessment, the MPCA is installing wells to obtain water samples for analysis.
2. Parties. This agreement is between the MPCA and _____ (the “Property Owner”), who owns property located at _____ (the “Property”) where the MPCA would like to install a monitoring well. The MPCA is authorized to enter any property, public and private, for the purpose of conducting surveys under Minn. Stat. §§ 115.04, subd. 3.
3. Consent to access. The “Property Owner” hereby consents to participation in the network and authorizes the MPCA, its employees and agents, to enter the Property for the purpose of:
 - 1) installing a permanent groundwater monitoring well at the location shown on attachment 1; and
 - 2) collecting groundwater samples from the monitoring well according to the schedule set forth below.
4. Notice. The MPCA will notify the Property Owner of the name of the environmental consulting firm that will be managing the monitoring well installation at least two weeks before the installation.
5. Location of well. The MPCA’s consultant will coordinate the monitoring well installation with the Property Owner to ensure that a mutually agreeable location on the Property is identified.
5. Permits, required actions. The MPCA will be responsible for obtaining all permits and providing notices to utilities related to the installation. The MPCA’s consultant will coordinate all contractors involved in installation, including locating all utilities prior to well installation and completing all Minnesota Department of Health permits required to install the well.
6. Well installation. The Property Owner understands and agrees that the well installation will require three separate site visits. All buried utilities will be located during the first site visit. This will take approximately 1-2 hours to complete and will be done prior to the well installation. The well will be drilled during second site visit, which will take approximately one working day to complete. The well will be prepared for water sample collection during the final site visit. These preparations involve pumping water from the well and monitoring its quality. These activities will take one-half day to complete and will be performed no sooner than 24 hours after well installation.
7. Sampling; notice of sampling. After installation, the MPCA will sample the monitoring well once a year. Sampling will involve pumping water from the well, collecting field measurements of the water, and collecting samples for later laboratory analysis. Sampling will take between 1 to 2 hours to complete. The MPCA or its consultant will notify the Property Owner at least 48 hours before entering the Property for the purpose of well installation or sampling.
8. Hours of work. All work under this access agreement will be conducted during regular business hours (8:00 AM to 5:00 PM) unless the MPCA or its consultant receives written permission by the owner or his/her agent to conduct work during different hours.

9. Disturbance of property. The well installation and sampling will be performed by the MPCA in a manner which minimizes interference with the Property Owner's use of the Property. If the MPCA's activities disturb any portion of the Property, the MPCA will restore the property to as close to its original condition as is reasonably possible under the circumstances.

10. Property Owner responsibilities. The Property Owner agrees to take reasonable precautions to insure that the equipment of the MPCA or its agents that is located on the Property, and any monitoring wells that are located on the Property, are not damaged and that the work being conducted by the MPCA, its employees and agents is not disrupted.

11. Sampling results. Upon request, the MPCA shall provide copies of the results of all sampling conducted on the Property to the Property Owner after test validations. The data collected from the monitoring well on the Property will be public information.

12. Liability. The MPCA will be liable for injury to or loss of property or personal injury or death caused by any act or omission of any employee of the State of Minnesota in the performance of the work described above, under circumstances where the State of Minnesota, if a private person, would be liable to the claimant, in accordance with Minn. Stat. § 3.736.

13. Termination. This monitoring well is part of a network designed to provide long-term information about Minnesota's groundwater quality. It is the MPCA's intention to maintain this monitoring well and to monitor it indefinitely. This agreement, however, can be terminated by either party (MPCA or Property Owner) with 60 days written notice to the other party. The Property Owner understands that, should either party decide to terminate this agreement, state law requires proper closure of the well. The MPCA will be responsible for all costs and activities associated with closure of the monitoring well. The Property Owner agrees and understands that, to close the well, it will be necessary to provide access to the MPCA for the purpose of well closure, and the Property Owner hereby agrees to provide that access, conditioned only on 48 hours written notice.

14. Sale of Property. If the Property Owner sells the Property, the Property Owner agrees that it shall notify the buyer of this access agreement and provide the MPCA with notice and an opportunity to reach agreement with the buyer under which continued access for sampling will be allowed.

MINNESOTA POLLUTION CONTROL AGENCY

PROPERTY OWNER

Glenn Skuta
Manager, Water Monitoring Section

Signature

Date: _____

Date: _____

PROPOSED WELL #56

COUNTY: Anoka

LOCATION: Hidden Pond Park
23950 Roanoke St. NW
St. Francis, MN

LATITUDE: -93.389141

LONGITUDE: 45.404620

DESIRED LAND USE:
Residential Un-Sewered Area



Photograph looking west at parking lot of park and the proposed well location off the NW edge of the parking lot

Current Land Use:

The proposed well location is in the north central portion of Hidden Ponds Park, near the northwest corner of the parking lot, a minimum of 10 feet south of the property line. The park includes a playground area, softball field, soccer field, walking paths and a parking lot. The land use within 500 meters of the well location is approximately 70% residential un-sewered, 30 % undeveloped and agricultural land.

Hydrogeology:

- **Surface Elevation:** 920 ft
- **Soil Type:** Very Fine to Medium Sand
- **Glacial Setting:** Grantsburg Sublobe
- **Sediment Type:** Calcareous
- **Groundwater Elevation/Depth:** 912 ft / 8 ft bgs
- **Groundwater Flow:** East - Southeast
- **Bedrock Formation:** St. Lawrence - Franconia
- **Bedrock Elevation:** 830 ft

Property Owner:
City of St. Francis

Property Accessibility:
The proposed well location is easily accessible off of the parking lot off Roanoke Street NW.

Comments:
Access agreement pending



PROPOSED WELL #58

COUNTY: Anoka

LOCATION: Edgewild Park
242nd Avenue NW & Jay St. NW
St. Francis, MN

LATITUDE: -93.312312

LONGITUDE: 45.406512

DESIRED LAND USE:

Residential Un-Sewered Area



Photograph looking east at open park land and the proposed well location

Current Land Use:

The proposed well location is in the Edgewild Park. The proposed well is located in the southwest corner of the park property, a minimum of 10 feet north and east of the property lines. The park is located in a newer housing development in the southeast corner of the 242nd Avenue NW and Jay Street NW intersection. The park is currently undeveloped. The land use within 500 meters of the well location is approximately 55% residential un-sewered, 45 % undeveloped land.

Hydrogeology:

- **Surface Elevation:** 940 ft
- **Soil Type:** Very Fine to Medium Sand
- **Glacial Setting:** Grantsburg Sublobe
- **Sediment Type:** Calcareous
- **Groundwater Elevation/Depth:** 900 ft /40 ft bgs
- **Groundwater Flow:** South
- **Bedrock Formation:** St. Lawrence - Franconia
- **Bedrock Elevation:** 800 ft

Property Owner:
City of St. Francis

Property Accessibility:
The proposed well location is easily accessible off of the cul-de-sac on Jay Street NW.

Comments:
Access agreement pending



PROPOSED WELL #59

COUNTY: Anoka

LOCATION: Smith Lake Park
Sycamore Street NW
St. Francis, MN

LATITUDE: -93.289385

LONGITUDE: 45.400544

DESIRED LAND USE:

Residential Un-Sewered Area



Photograph of proposed well location in the northwest corner of Smith Lake Park

Current Land Use:

The proposed well location is in Smith Lake Park. The proposed well location is in the northwest corner of the property, a minimum of 10 feet south and east of the property lines. The park is located at the end of the Sycamore Street NW cul-de-sac. The park is currently undeveloped and is in a new residential development. Several residential lots are still vacant but will likely be developed. The current land use within 500 meters of the well location is approximately 50% residential un-sewered, 50 % undeveloped land. However, in the future, the land use within 500 meters of the well location would be 100% residential un-sewered.

Hydrogeology:

- **Surface Elevation:** 935 ft
- **Soil Type:** Very Fine to Medium Sand
- **Glacial Setting:** Grantsburg Sublobe
- **Sediment Type:** Calcareous
- **Groundwater Elevation/Depth:** 910 ft / 25 ft bgs
- **Groundwater Flow:** South
- **Bedrock Formation:** St. Lawrence - Franconia
- **Bedrock Elevation:** 85 ft bgs

Property Owner:

City of St. Francis

Property Accessibility:

The proposed well location is easily accessible off of the Sycamore Street NW cul-de-sac.

Comments:

Access agreement pending





MEMORANDUM

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

FROM: Nate Sparks, Consulting Planner

MEETING DATE: March 7, 2011

RE: Emergency Snow Removal Report

BACKGROUND

Pursuant to Chapter 7, Section 2, Subdivision 1 of the St. Francis City Code, after a significant snowfall residents are required to clear the adjacent sidewalk within 24 hours. If snow is not cleared and the City receives a complaint from a resident, the City has the snow removed by a contractor. The cost for the removal is then billed to the property owner. Failure to pay the bill results in an assessment. The ordinance requires that City Staff report such activity to the Council prior to collecting for this service.

ACTIVITY REPORT

The City has received multiple complaints regarding the sidewalks on Arrowhead Drive on two occasions. This has resulted in emergency snow removal on December 21, 2010 and February 24, 2011. The City's contractor has documented the snow on the walk and the removal of the snow in each instance. There were 8 properties cleared on February 24, 2011 and 9 on December 21, 2010.

It should be noted that when sidewalks are not cleared, many people are forced to walk in the street. This is what generates the most complaints, as residents do not feel that it is safe for people to be walking in the street in wintry conditions and limited lighting. The City responds to these complaints as quick as possible.

RECOMMENDED ACTION

Currently this memo is for informational purposes. City Staff will work with the residents regarding reimbursement for this service. If the City cannot get payment from the property owners, Staff will bring the item back to Council for assessment.

Emergency Snow Removal Activity Report	
December 21, 2010	February 24, 2011
23117 Arrowhead Dr	2615 234 th Ct
23453 Arrowhead Dr	26XX 230 th Ct (HOA)
23443 Arrowhead Dr	23153 Arrowhead Dr
26XX 230 th Ct (HOA)	23141 Arrowhead Dr
231XX Arrowhead Dr (Golf Course)	23179 Arrowhead Dr
2570 230 th Ct (HOA)	23487 Arrowhead Dr
23343 Arrowhead Dr	23017 Arrowhead Dr
23165 Arrowhead Dr	231XX Arrowhead Dr (Golf Course)
23487 Arrowhead Dr	