

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
MARCH 21, 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- March 7, 2011
 - b. Acknowledging the Donation of \$1,500 from Artic Plunge Inc.
 - c. Fire Chief Resignation
 - d. Payment of Claims
5. Meeting Open to the Public
6. Petitions, Requests, Applications
 - a. Gambling Permit Approval: Chops Inc. at the Patriot Lanes
 - b. Liquor License – The Ponds Golf Course
7. Ordinances & Resolutions:
 - a. 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
 - c. Engineer:
 - d. Attorney:
 - e. Staff:
 - Fire Dept:
 - Public Works: Draft RFP's for Contract out for Mowing
 - Liquor Store:
 - Police:
 - City Administrator Report: Part time Cleaning employee
9. Reports from Council Members
10. Report from Mayor
 - a. Mayor's State of the City Presentation
11. Old Business
 - a. Revolving Loan Fund Policy
12. New Business
 - a. Efficiency Report Card –
13. Adjournment

Calendar of Events

- | | |
|-------------------------|---|
| Mar. 24 th : | Education Workshop on the River Crossing Study and Extension of Bridge St @ SF Elem. 7 pm |
| Apr. 4 th : | City Council Meeting @ ISD# 15 Central Services Center (District Offices) 6:00 pm |
| Apr. 16 th : | St. Francis Community and Business Expo @ SFHS 10 am – 3 pm |
| Apr. 18 th : | Board of Review @ ISD# 15 Central Services Center (District Offices) 5:30 pm |
| Apr. 18 th : | City Council Meeting @ ISD# 15 Central Services Center (District Offices) 6:00 pm |
| Apr. 20 th : | Planning Commission Meeting @ ISD# 15 Central Services Center (District Offices) 7:00 pm |
| Apr. 24 th : | Easter Sunday |
| May 2 nd : | City Council Meeting @ ISD# 15 Central Services Center (District Offices) 6:00 pm |
| May 7 th : | Pet Clinic @ SF Fire Station 9-12 Noon |
| May 7 th : | Recycling Day @ SF Middle/Elementary Schools 8 am – 12 Noon |
| May 16 th : | City Council Meeting @ ISD# 15 Central Services Center (District Offices) 6:00 pm |
| May 18 th : | Planning Commission Meeting @ ISD# 15 Central Services Center (District Offices) 7:00 pm |

TO: Mayor & City Council

FROM: Matthew L. Hylan,
City Administrator



RE: Agenda Memorandum – March 21, 2011 Meeting

Agenda Items:

4. Consent Agenda:

- c. Fire Chief Resignation: Attached is Fire Chief Vangelof's letter of resignation. Buddy has agreed to stay as Chief for up to 60 days to help with the transition. Thank you Chief.

6. Petitions, Requests, Applications:

- a. Gambling Permit Approval: Patriot Lanes would like to have Chops, Inc. conduct their Charitable Gambling. Attached is their application.
- b. Liquor License – The Ponds Golf Course: Attached is the application for The Ponds Golf Course License Transfer for On-Sale & Sunday Liquor License. This action will be contingent on all mandated prerequisites being compliant.

7. Ordinances & Resolutions:

- a. *Ordinance 153, Second Series*: Attached is Ordinance 153, SS second 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 second 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: *RFP for Lawn Care*: Attached is a Request For Proposal (RFP) for a lawn care contract for our city parks and property. This would be a pilot program similar to the “testing” of our ice skating maintenance and staffing this past winter.

Liquor Store:

Police:

City Administrator: *Part-Time Cleaning Employee*: Currently the City of St. Francis contracts with a cleaning service which we pay approximately \$6,000 per year. I would like a discussion with the Council about bringing this position back as a city employee. Following Management Team deliberation, we would recommend having a part-time employee, paid approximately \$14-\$19 per hour and utilize their services between 10-20 hours per week. This would be a slight increase in cost to these departments; however the cleaning that is currently being completed is extremely unsatisfactory. This new part-time employee would be primarily cleaning, but on occasion could be utilize for such things as painting and small maintenance projects. A motion would be in order to

authorize the advertisement for this position. Keep in mind, Council has the authority to reject all applications if we do not find just the right person.

11. Old Business

Revolving Loan Fund Policy: Attached is the DRAFT St. Francis Revolving Loan Policy as directed from a previous Council meeting. A motion would be in order to approve this new program.

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

CITY COUNCIL MINUTES

MARCH 7, 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, and Chris McClish. Councilmember Steve Kane excused. Also present were City Attorney Scott Lepak (Barna, Guzy & Steffen), City Engineer Jared Voge (Bolton & Menk, Inc.) Nate Sparks (Northwest Associated Consultants-NAC), Police Chief Jeff Harapat, Public Works Director Paul Teicher, Finance Director Darcy Mulvihill, and City Clerk Barb Held.
3. **Adopt Agenda:** MOTION BY SANDOVAL SECOND McCLISH ADOPT THE MARCH 7, 2011 CITY COUNCIL AGENDA. Motion carried 4-0.
4. **Consent Agenda:** City Attorney Scott Lepak asked that item c be removed from the consent agenda and be addressed under 8b. MOTION BY SANDOVAL SECOND SCHAFFER TO APPROVE THE MARCH 7, 2011 CITY COUNCIL CONSENT AGENDA A, B and D THROUGH F AS FOLLOWS:
 - a. Approve the City Council Minutes of February 22, 2011.
 - b. Approve Amending the Contract for Services with ISD #15 regarding Maintenance of Vehicles and Equipment.
 - c. ~~Approve the Anoka County Connectivity Services Agreement for Broadband Services.~~
 - d. Approve the Amended 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. Approve the Payment of Claims for \$294,438.93.Motion carried 4-0.
5. **Meeting Open to the Public:** Mark and Tim Colling, leasing the building at 4058 St. Francis Blvd., were before the City Council asking to extend their lease for at least another month at this location. I (Mark) promise I will be out in 30 days. We have a cabinet finishing business. Due to some unforeseen circumstances, my son has not been able to help recently. I have some prior obligations that I would like to finish. We have good clients. Tveit said no action would be taken at this time during meeting open to the public section. The building at 4058 St. Francis Blvd was purchased from Mike and Ken Bourke. As part of the purchase agreement, the tenants, who currently lease from the Bourke brothers, have until March 31, 2011 to be in the building.
6. **Petitions, Requests, Applications:**
 - a. **Anoka Winter Knights Snowmobile Club Donation Presentation to the St Francis Fire Department:** Mike Stewart on behalf of the Anoka Winter Knights Snowmobile Club

presented a check for \$750.00 to the St. Francis Fire Department to be used for equipment. St. Francis Fire Department will be using the money to purchase a waterproof immersion suit used in ice/water rescues. Stewart stated the Club earns money by joining five other clubs to organize the annual Rum River Outlaw Grass Drags in Princeton.

7. **Ordinances & Resolution:**

a. **Resolution 2011-04: 2010 End of Year Transfers:** MOTION BY SANDOVAL SECOND SCHAFFER TO ADOPT RESOLUTION 2011-04 A RESOLUTION APPROVING THE END OF YEAR TRANSFERS FOR 2010. Motion carried 4-0.

Ordinance 153, Second Series: Amending Section 10-19 of the Zoning Ordinance regarding Disability Parking, Driveway Standards and Proof of Parking (First Reading): MOTION BY SANDOVAL SECOND McCLISH TO APPROVE THE FIRST READING AMENDING SECTION 10-19 OF THE ZONING ORDINANCE REGARDING DISABILITY PARKING, DRIVEWAY STANDARDS AND PROOF OF PARKING. Schaffer said I would like to review this more. Tveit stated being we do not have a full council and there are some questions on the first reading of this amendment I would recommended tabling the first reading until the next City Council meeting.

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

a. **Engineer:**

b. **Attorney:** Lepak reported this Connectivity Services Agreement with Community Anchor Institutions for Broadband Services has been amended a fair amount of times. There are number of difference agencies and attorneys reviewing the agreement. The most recent amendment happened this past Friday and your packets were already done. Lepak stated he would recommend the approval of the agreement subject to his review and approval. MOTION BY SANDOVAL SECOND MCCLISH TO APPROVE THE CONNECTIVITY SERVICES AGREEMENT WITH COMMUNITY ANCHOR INSTITUTION(S) FOR BROADBAND SERVICES SUBJECT TO THE CITY ATTORNEY'S REVIEW AND APPROVAL. Motion carried 4-0.

c. **Fire Department:** No report.

Public Works: Internship Possibilities for Public Works: During our work session last week, we talked about utilizing interns. Right after our work session, I received a call from a person who possibly would like to do an internship in St. Francis. I would like some guidance on how and if you would like us to utilize interns. There are various types of internships; some are paid some are not paid. We would work with the area vocational/college directors when accepting applicants. Majority of the internships I have seen are unpaid and usually for approximately 120 days but it can vary. If we do proceed, we would like to conduct a criminal background check, and a reference check on the potential intern. The particular person that contacted us is interested in the Public Works area. Tveit said I do not see why we should turn down free help. The rest of the council was in agreement with the internship. MOTION BY SANDOVAL SECOND TVEIT TO AUTHORIZING STAFF TO WORK WITH THE PROGRAM DIRECTORS AND COMPLETE THE HIRING OF AN INTERN. Motion carried 4-0.

MPCA Groundwater Monitoring Wells: The MPCA is enhancing its early warning network to improve the assessment of groundwater quality conditions and trends across the state. The 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 ground water impacts. The agency will be installing additional monitoring wells and focuses on typical urban land use settings. Provided in the information was a draft agreement. The newly constructed wells will be sampled annually for non-agricultural chemicals. The three sites in St. Francis are Hidden Ponds Park, Edgewild Park and Smith Lake Park. Lepak said it is fairly an access agreement to be able to enter the property for the purpose of conducting surveys of the monitoring wells. **MOTION BY TVEIT SECOND SCHAFFER APPROVING THE MPCA PROPERTY ACCESS AGREEMENT WITH THE CITY OF ST. FRANCIS FOR THE THREE LOCATIONS.** Motion carried 4-0.

Emergency Snow Removal Report: 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 with 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. The City received multiple complaints regarding the sidewalks 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 removal of the snow in each instance. There were eight properties cleared on February 24, 2010 and nine on December 21, 2010. 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. No Council actions is required at this time.

Liquor Store: No report.

Police Dept: No report.

City Administrator Report: No report.

9. **Reports from Council Members:** Schaffer said he attended a URRWMO meeting and gave a report of the meeting.

McClish wanted to say that he thought the work session on February 28, 2011 was very good and important.

10. **Report from Mayor:** Tveit said I too thought it was a very good work session. I am looking forward to the report.

11. **Old Business:** None.

12. **New Business:**

a. **Efficiency Report Card-Police Department:** Chief Harapat reported the a number of years ago Anoka County went with a 800 megahertz radio system. Anoka County is now looking at implementing a new records system. It is still in the research area. Once it farther along, I will be back asking a resolution of support.

Schaffer said he would like to extend the 30-day extension for the lease. MOTION BY SCHAFFER SECOND TVEIT TO AUTHORIZE THE 30 DAY EXTENSION TO THE BUSINESS AT 4058 ST, FRANCIS BLVD. Lepak stated the property we are currently talking about is the site next to our public works site (4058 St. Francis Blvd.). When the City was looking at purchasing the property, it was to utilize the building for a short-term storage facility. The City established, as part of the agreement was to have this be an empty clean property when they purchased the building. The City's intent was not to lease out the building. The current lease the Collings have is with the Bourke brothers and not with the City of St. Francis. The agreement was drafted to have the Bourke brothers be charged \$75 per day if the building is not vacant after March 31st. Tveit asked the Public Works Director about the additional storage that is needed. Teicher said just last week we are out another stall in our east shop. As the City, we want to promote businesses but we do not want to incur legal expense. The owners (Bourke brothers) agreed to have the building vacant March 31, 2011. Lepak also would want the City Administrator to check into the insurance, if the City Council decides to grant the extension. Mark and Tim Colling both came back to microphone. We (Mark and Tim Colling) stated they have not received a 60 day written notice to leave. We don't want to sue the City. We do have insurance on the property with St. Francis listed on the insurance. Tveit said this is a hard situation. Colling said we do not want a legal battle we just want an additional 30 days. They said don't worry about any relocation cost. We just need time to find another location. Tveit asked legal if there was anything that could be drafted to compromise. Lepak stated in light of the statements that they have a legal dispute, that is with their current landlord not the City. If you do grant the extension, you are probably in for a lawsuit. Motion failed 1-3.

Per Diem Request: Tveit said I do have one per diem request that is not on the list of pre-authorized expenses. MOTION BY MCCLISH SECOND SANDOVAL TO AUTHORIZE THE PER DIEM REQUEST FOR THE MAYOR'S SNOWMOBILE RIDE. Sandoval questioned some of the per diems that are being requested. McClish stated the City Council previously approved the per diem amounts and the list of allowable reimbursements. Motion 2-1. Schaffer voting nay and Tveit abstained.

13. **Adjournment:** The City Council meeting adjourned at 7:20 pm.

Tops FORM 4680B®

DATE 3-14-11 NO. 462949

RECEIVED FROM Arctic Plunge Inc
ADDRESS 27749 Bayshore Dr Isanti MN 55040

DOLLARS \$ 1500.00

FOR RENT
 FOR Donation to Fire Dept

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID		CHECK	<u>2324</u>
BALANCE DUE		MONEY ORDER	

BY [Signature]

ARCTIC PLUNGE INC.
27749 BAYSHORE DRIVE
ISANTI, MN 55040

75-574₃
919

2324

DATE 3/12/11

© DELIVER VALUE OR DUPLICATE

PAY TO THE ORDER OF

SFFD

One thousand five hundred

\$ 1500

DOLLARS Security Features Include Details on Back.



TWO SIGNATURES REQUIRED

[Signature]
[Signature]

MEMO

⑆091905745⑆ 1 01 395 4⑈ 2324

SPECIALTY PRINT



ST. FRANCIS FIRE DEPARTMENT

Matt,

I have been working very hard for 17 yrs to be in the position I am in as volunteer Fire Chief of the St .Francis fire department. I am very grateful for this opportunity you and the council have given me and have enjoyed doing everything the position in tales. That being said, the position as Fire Chief and the responsibilities have grown exponentially in the past years with call response volume (400-500 annually), personnel training and equipment (30 members and gear), personal fire/admin education, drill prep, ISO, data entry, payroll, vehicle/department maintenance (8 apparatus and hundreds of pieces of equipment/tools), Emails/mail response, meetings inside and out of department, Chiefs committees, emergency preparedness, department conflicts, budgeting, grants and fire inspections (100+yearly) that I can no longer afford the time to do the job the way it needs to be performed. As you know, I have been self employed for many years and that gave me the flexibility both financially and with time to perform these duties. Due to the times at hand, I am struggling financially at home. This means I will be actively searching for employment outside of my business. Having a full time job outside the department and a family with 3 boys all in school and sports does not leave enough time in the day to properly perform the duties as Chief. Therefore I am regretfully and with a heavy heart resigning as volunteer Fire Chief of the St. Francis fire department. I am however willing to keep this position for up to 60 days as so you may find a replacement. Again thank you for allowing me to hold the title as Chief, it has meant a lot to me.

Dimitrios (Buddy) Wangelof


Chief 1

St. Francis Fire and Rescue

03/16/2011



PAYMENT BATCH AP 03-21-11

AIRGAS NORTH CENTRAL

02/28/2011	105893812	E 101-43100-217	Other Operating Supplies	SUPPLIES	3.68
02/28/2011	105893812	E 101-43210-217	Other Operating Supplies	SUPPLIES	3.68
02/28/2011	105893812	E 101-45200-217	Other Operating Supplies	SUPPLIES	3.68
02/28/2011	105893812	E 601-49440-217	Other Operating Supplies	SUPPLIES	3.68
02/28/2011	105893812	E 602-49490-217	Other Operating Supplies	SUPPLIES	3.69
					\$18.41

AMERIPRIDE LINEN & APPAREL SER

03/03/2011	1000772626	E 609-49750-219	Rug Maintenance	RUGS	46.23
03/10/2011	1000778253	E 101-41940-219	Rug Maintenance	RUGS CITY HALL	48.74
					\$94.97

ANCOM TECHNICAL CENTER

02/17/2011	20740	E 101-42210-218	Equipment Repair & Maintenance	PAGER REPAIR	104.50
					\$104.50

ANOKA COUNTY CENTRAL COMM.

		E 101-42110-321	Telephone	FEB INTERNET ACCESS	156.12
03/01/2011	2001-154	E 101-42110-311	Contract	MESB FEE POLICE	228.00
03/01/2011	2011-155	E 101-43100-311	Contract	MESB FEE PUBLIC WORKS	27.00
03/01/2011	2011-155	E 101-45200-311	Contract	MESB FEE PUBLIC WORKS	27.00
03/01/2011	2011-155	E 601-49440-311	Contract	MESB FEE PUBLIC WORKS	27.00
03/01/2011	2011-155	E 602-49490-311	Contract	MESB FEE PUBLIC WORKS	27.00
03/02/2011	2011-179	E 101-42110-311	Contract	ANNUAL CONTRACT	766.92
					\$1,259.04

ASPEN MILLS

03/03/2011	106283	E 101-42110-437	Uniform Allowance	UNIFORMS	50.95
					\$50.95

BACKSEN, DENIS

03/03/2011		E 601-49440-208	Training and Instruction	WATER/WW CONFERENCE	42.52
03/03/2011		E 602-49490-208	Training and Instruction	WATER/WW CONFERENCE	42.52
					\$85.04

BELLBOY CORPORATION BAR SUPPLY

12/17/2010	56264500	E 609-49751-206	Freight and Fuel Charges	CREDIT	(15.50)
12/17/2010	56264500	E 609-49751-253	Wine For Resale	CREDIT	(540.00)
02/08/2011	56969100	E 609-49751-206	Freight and Fuel Charges	CREDIT	(1.55)
02/08/2011	56969100	E 609-49751-251	Liquor For Resale	CREDIT	(99.50)
02/10/2011	57013200	E 609-49751-251	Liquor For Resale	CREDIT	(4.50)
03/01/2011	57231500	E 609-49751-206	Freight and Fuel Charges	FREIGHT	48.05
03/01/2011	57231500	E 609-49751-251	Liquor For Resale	LIQUOR	488.55
03/01/2011	57231500	E 609-49751-253	Wine For Resale	WINE	1,422.00

\$1,297.55

BERNICK COMPANIES, THE

03/11/2011	140680	E 609-49751-252	Beer For Resale	BEER	390.00
					<hr/>
					\$390.00

BGS (BARNA GUZY)

03/01/2011	79913	E 101-41600-312	Criminal Legal Fees	MISC FORFEITURES	156.00
03/01/2011	79914	E 101-41600-312	Criminal Legal Fees	PETER VEHICLE	52.00
03/01/2011	79915	E 101-41600-312	Criminal Legal Fees	FROSLIE VEHICLE	39.00
03/01/2011	80285	E 602-49490-441	Miscellaneous	SCHOOL-SAN SEWER	65.00
03/01/2011	80286	E 101-43100-441	Miscellaneous	HWY 47 AUTO PARTS	682.50
03/01/2011	80295	E 101-41600-312	Criminal Legal Fees	PROSECUTION/MISC	4,864.00
03/01/2011	80450	E 101-41600-304	Civil Legal Fees	MUNICIPAL	1,800.00
					<hr/>
					\$7,658.50

CABLING SERVICES CORP

03/04/2011	11921	E 101-41400-310	Computer Consulting Fees	TECHNICAL SUPPORT	75.00
					<hr/>
					\$75.00

CHISAGO LAKES DISTRIBUTING CO.

03/14/2011	440790	E 609-49751-252	Beer For Resale	BEER	260.00
					<hr/>
					\$260.00

COCA COLA REFRESHMENTS

03/01/2011	168092718	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	312.60
					<hr/>
					\$312.60

COURIER, THE

03/03/2011	33067.211	E 101-43210-439	Recycling Days	ADS	89.00
03/03/2011	33067.211	E 230-49990-441	Miscellaneous	ADS	96.00
					<hr/>
					\$185.00

CRYSTAL SPRINGS ICE

02/28/2011	51826C	E 609-49751-254	Miscellaneous Merchandise	CREDIT	(3.19)
03/01/2011	22878	E 609-49751-254	Miscellaneous Merchandise	ICE	72.00
					<hr/>
					\$68.81

DAHLHEIMER DIST. CO. INC.

03/02/2011	39899	E 609-49751-252	Beer For Resale	BEER	5,041.40
03/02/2011	39899	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	136.00
03/09/2011	40684	E 609-49751-252	Beer For Resale	BEER	1,961.07
03/09/2011	40684	E 609-49751-254	Miscellaneous Merchandise	MISC	42.00
					<hr/>
					\$7,180.47

DAY DISTRIBUTING CO.

03/04/2011	591041	E 609-49751-252	Beer For Resale	BEER	1,394.47
					<hr/>
					\$1,394.47

DE LAGE LANDEN

03/06/2011	8936078	E 101-41400-240	Office Equip	COPIER	367.44
					<hr/>
					\$367.44

DELL

03/08/2011	XF83N4PP9	E 101-41400-240	Office Equip	SOFTWARE	468.93
03/10/2011	XF84NRJ95	E 101-41400-240	Office Equip	SOFTWARE	384.90

						\$853.83
DEX MEDIA EAST LLC						
03/05/2011	110097517.311	E 609-49750-340	Advertising	ADVERTISING		62.85
						\$62.85
ECM PUBLISHERS, INC.						
03/04/2011	IQ01782392	E 101-41400-351	Legal Notices Publishing	PUBLIC HEARING NOTICE		41.00
03/09/2011	IP 00785155	E 609-49750-441	Miscellaneous	LIQUOR PT AD		67.00
03/13/2011	IF00744062	E 609-49750-441	Miscellaneous	PT LIQUOR AD		61.83
						\$169.83
ENVENTIS						
03/01/2011	737705.211	E 101-41940-321	Telephone	PHONE		217.71
03/01/2011	737705.211	E 101-42110-321	Telephone	PHONE		256.04
03/01/2011	737705.211	E 101-42210-321	Telephone	PHONE		36.41
03/01/2011	737705.211	E 101-43100-321	Telephone	PHONE		36.38
03/01/2011	737705.211	E 101-45200-321	Telephone	PHONE		36.38
03/01/2011	737705.211	E 601-49440-321	Telephone	PHONE		36.18
03/01/2011	737705.211	E 602-49490-321	Telephone	PHONE		36.18
03/01/2011	737705.211	E 609-49750-321	Telephone	PHONE		72.50
						\$727.78
FREEDOM SERVICES, INC.-FD						
03/09/2011	11676	G 101-21706	Flex Account	APRIL		692.06
03/09/2011	11676	G 101-21708	Health Premium	APRIL		2,121.88
						\$2,813.94
FREEDOM SERVICES, INC-MA						
		E 101-41540-301	Auditing and Acct'g Services	Admin Fee		114.20
						\$114.20
G&K SERVICES, INC						
03/04/2011	1043673405	E 101-43100-402	Janitorial Service	TOWELS		11.32
03/04/2011	1043673405	E 101-45200-402	Janitorial Service	TOWELS		11.32
03/04/2011	1043673405	E 601-49440-402	Janitorial Service	TOWELS		11.32
03/04/2011	1043673405	E 602-49490-402	Janitorial Service	TOWELS		11.33
						\$45.29
GERDIN AUTO SERVICE, INC.						
03/01/2011	56330	E 208-42110-436	Towing Charges	TOW VEHICLE-WILLIAMS		124.27
						\$124.27
GFOA						
		E 101-41500-433	Dues and Subscriptions	2011 BUDGET AWARDS		185.00
						\$185.00
GRANITE CITY JOBBING CO.						
03/01/2011	673681	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS		12.48
03/01/2011	673681	E 609-49751-256	Tobacco Products For Resale	TOBACCO		417.60
03/08/2011	674393	E 609-49751-206	Freight and Fuel Charges	FREIGHT		4.25
03/08/2011	674393	E 609-49751-256	Tobacco Products For Resale	TOBACCO		44.11
03/08/2011	674441	E 609-49750-210	Operating Supplies	OPERATING		48.26
03/08/2011	674441	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS		40.59
03/08/2011	674441	E 609-49751-256	Tobacco Products For Resale	TOBACCO		510.79

03/08/2011	674441	G 101-20810	Sales Tax Payable	USE TAX	(0.39)
					\$1,077.69

HACH COMPANY

02/22/2011	7125248	E 601-49440-235	Lab Supplies	HARDNESS TEST SOLN	18.81
03/10/2011	7150029	E 601-49440-235	Lab Supplies	CHEMICALS	75.36
03/10/2011	7150029	E 602-49490-235	Lab Supplies	CHEMICALS	75.36
					\$169.53

HENNEPIN TECHNICAL COLLEGE

02/18/2011	226395	E 101-42210-208	Training and Instruction	ROBINETTE, SWENSON CLASSE	2,461.30
					\$2,461.30

INNOVATIVE OFFICE SOLUTIONS, L

02/15/2011	WO-10512798-1	E 101-42210-200	Office Supplies	OFFICE SUPPLIES	92.55
03/07/2011	WO-10527355-1	E 101-43100-200	Office Supplies	SUPPLIES	22.42
03/07/2011	WO-10527355-1	E 101-45200-200	Office Supplies	SUPPLIES	22.42
03/07/2011	WO-10527355-1	E 601-49440-200	Office Supplies	SUPPLIES	22.42
03/07/2011	WO-10527355-1	E 602-49490-200	Office Supplies	SUPPLIES	22.43
03/08/2011	WO-10528112-1	E 101-41400-200	Office Supplies	LABELING TAPE	27.41
03/08/2011	WO-10528691-1	E 101-43100-200	Office Supplies	SHELF	10.87
03/08/2011	WO-10528691-1	E 101-45200-200	Office Supplies	SHELF	10.87
03/08/2011	WO-10528691-1	E 601-49440-200	Office Supplies	SHELF	10.87
03/08/2011	WO-10528691-1	E 602-49490-200	Office Supplies	SHELF	10.86
					\$253.12

IRON MOUNTAIN INFO. MGMT.

02/28/2011	DFA8795-DFA8796	E 101-42110-441	Miscellaneous	SHREDDING	176.01
					\$176.01

J.P. COOKE COMPANY

03/07/2011	1634	E 101-42700-311	Contract	DOG TAGS	72.57
03/07/2011	1634	G 101-20810	Sales Tax Payable	DOG TAGS	(4.67)
					\$67.90

JEFFERSON FIRE & SAFETY INC.

02/17/2011	175134	E 101-42210-218	Equipment Repair & Maintenance	PATCH HOLE	35.54
					\$35.54

JOHNSON BROS WHLSE LIQUOR

03/02/2011	1010671	E 609-49751-206	Freight and Fuel Charges	FREIGHT	8.82
03/02/2011	1010671	E 609-49751-251	Liquor For Resale	LIQUOR	667.99
03/02/2011	1010672	E 609-49751-206	Freight and Fuel Charges	FREIGHT	19.11
03/02/2011	1010672	E 609-49751-253	Wine For Resale	WINE	634.84
03/09/2011	1014797	E 609-49751-206	Freight and Fuel Charges	FREIGHT	2.94
03/09/2011	1014797	E 609-49751-251	Liquor For Resale	LIQUOR	256.48
03/09/2011	1014798	E 609-49751-206	Freight and Fuel Charges	FREIGHT	32.34
03/09/2011	1014798	E 609-49751-253	Wine For Resale	WINE	794.49
03/10/2011	1015142	E 609-49751-251	Liquor For Resale	LIQUOR	387.50
					\$2,804.51

KS MECHANICAL, INC.

02/28/2011	4567	E 601-49440-229	Project Repair & Maintenance	WOODBURY PARK WATER BRE	2,550.00
					\$2,550.00

LMC INSURANCE TRUST

		E 101-41400-160	Work Comp Insurance	3rd installment	395.75
		E 101-41410-160	Work Comp Insurance	3rd installment	2.75
		E 101-41500-160	Work Comp Insurance	3rd installment	157.25
		E 101-42110-160	Work Comp Insurance	3rd installment	5,462.75
		E 101-42210-160	Work Comp Insurance	3rd installment	1,807.75
		E 101-43100-160	Work Comp Insurance	3rd installment	2,488.50
		E 101-43210-160	Work Comp Insurance	3rd installment	126.75
		E 101-45200-160	Work Comp Insurance	3rd installment	992.00
		E 601-49440-160	Work Comp Insurance	3rd installment	1,015.00
		E 602-49490-160	Work Comp Insurance	3rd installment	857.50
		E 609-49750-160	Work Comp Insurance	3rd installment	696.25
03/06/2011	35808	E 101-41110-360	Insurance	3rd installment	46.44
03/06/2011	35808	E 101-41120-360	Insurance	3rd installment	1.55
03/06/2011	35808	E 101-41400-360	Insurance	3rd installment	454.59
03/06/2011	35808	E 101-41410-360	Insurance	3rd installment	2.84
03/06/2011	35808	E 101-41500-360	Insurance	3rd installment	197.52
03/06/2011	35808	E 101-41540-360	Insurance	3rd installment	5.14
03/06/2011	35808	E 101-41550-360	Insurance	3rd installment	8.60
03/06/2011	35808	E 101-41600-360	Insurance	3rd installment	29.58
03/06/2011	35808	E 101-41910-360	Insurance	3rd installment	37.99
03/06/2011	35808	E 101-41940-360	Insurance	3rd installment	534.83
03/06/2011	35808	E 101-42110-360	Insurance	3rd installment	2,348.33
03/06/2011	35808	E 101-42210-360	Insurance	3rd installment	2,035.28
03/06/2011	35808	E 101-42400-360	Insurance	3rd installment	19.07
03/06/2011	35808	E 101-43100-360	Insurance	3rd installment	1,893.57
03/06/2011	35808	E 101-43210-360	Insurance	3rd installment	50.57
03/06/2011	35808	E 101-45000-360	Insurance	3rd installment	14.45
03/06/2011	35808	E 101-45200-360	Insurance	3rd installment	3,141.13
03/06/2011	35808	E 101-49200-360	Insurance	3rd installment	37.16
03/06/2011	35808	E 208-42110-360	Insurance	3rd installment	7.97
03/06/2011	35808	E 225-45100-360	Insurance	3rd installment	15.48
03/06/2011	35808	E 230-49990-360	Insurance	3rd installment	1.71
03/06/2011	35808	E 601-49440-360	Insurance	3rd installment	3,362.08
03/06/2011	35808	E 602-49490-360	Insurance	3rd installment	1,139.47
03/06/2011	35808	E 609-49750-360	Insurance	3rd installment	462.90

\$29,850.50

MCDONALD DIST CO.

03/03/2011	266244	E 609-49751-255	N/A Products	N/A	16.25
03/03/2011	266245	E 609-49751-252	Beer For Resale	BEER	4,311.00
03/04/2011	266329	E 609-49751-252	Beer For Resale	BEER	1,385.00
03/08/2011	266568	E 609-49751-252	Beer For Resale	BEER	881.25
03/10/2011	266746	E 609-49751-255	N/A Products	N/A	16.25
03/10/2011	266747	E 609-49751-252	Beer For Resale	BEER	5,537.52

\$12,147.27

MEDTOX LABORATORIES, INC.

02/28/2011	02201195907	E 101-43100-441	Miscellaneous	MED TESTING	26.16
02/28/2011	02201195907	E 101-45200-441	Miscellaneous	MED TESTING	26.16
02/28/2011	02201195907	E 601-49440-441	Miscellaneous	MED TESTING	26.16

02/28/2011	02201195907	E 602-49490-441	Miscellaneous	MED TESTING	26.17
					<hr/>
					\$104.65

METRO WEST INSPECTIONS SERVICE

		E 101-42400-311	Contract	Inspection services	759.29
					<hr/>
					\$759.29

MN DEPT OF HEALTH

03/01/2011		E 601-49440-313	Sample Testing	WATER TEST FEE	2,392.00
03/01/2011		E 602-49490-434	Permit Fees	PERMITS-10 MON. WELLS	500.00
					<hr/>
					\$2,892.00

OLSON POWER AND EQUIPMENT, INC

03/02/2011	68050	E 101-43100-408	Ice& Snow Removal	KUBOTA PUSHER BLADE	464.35
					<hr/>
					\$464.35

OPUS 21

03/06/2011	110256	E 601-49440-382	Utility Billing	FEBRUARY BILLINGS	1,370.25
03/06/2011	110256	E 602-49490-382	Utility Billing	FEBRUARY BILLINGS	1,370.25
					<hr/>
					\$2,740.50

OREILLY AUTO PARTS

03/01/2011		E 101-42210-217	Other Operating Supplies	FINANCE CHARGE	5.99
					<hr/>
					\$5.99

PAUSTIS & SONS

03/07/2011	8296283-IN	E 609-49751-206	Freight and Fuel Charges	FREIGHT	13.75
03/07/2011	8296283-IN	E 609-49751-253	Wine For Resale	WINE	646.01
					<hr/>
					\$659.76

PEPSI COLA

03/03/2011	51852119	E 609-49751-254	Miscellaneous Merchandise	MISC	148.57
					<hr/>
					\$148.57

PHILLIPS WINE & SPIRITS CO.

03/02/2011	2036495	E 609-49751-206	Freight and Fuel Charges	FREIGHT	29.40
03/02/2011	2036495	E 609-49751-251	Liquor For Resale	LIQUOR	2,465.53
03/02/2011	2036496	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.35
03/02/2011	2036496	E 609-49751-253	Wine For Resale	WINE	276.00
03/02/2011	2036497	E 609-49751-206	Freight and Fuel Charges	FREIGHT	8.82
03/02/2011	2036497	E 609-49751-254	Miscellaneous Merchandise	MISC	156.25
03/04/2011	3455033	E 609-49751-251	Liquor For Resale	CREDIT	(268.20)
03/04/2011	3455034	E 609-49751-251	Liquor For Resale	CREDIT	(8.25)
03/04/2011	3455035	E 609-49751-251	Liquor For Resale	CREDIT	(9.00)
03/04/2011	3455036	E 609-49751-251	Liquor For Resale	CREDIT	(12.40)
03/04/2011	3455037	E 609-49751-251	Liquor For Resale	CREDIT	(13.59)
03/04/2011	3455038	E 609-49751-253	Wine For Resale	CREDIT	(15.33)
03/04/2011	3455039	E 609-49751-251	Liquor For Resale	CREDIT	(12.98)
03/04/2011	3455040	E 609-49751-254	Miscellaneous Merchandise	CREDIT	(14.63)
03/04/2011	3455041	E 609-49751-253	Wine For Resale	CREDIT	(4.24)
03/09/2011	2039532	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.35
03/09/2011	2039532	E 609-49751-251	Liquor For Resale	LIQUOR	691.75
03/09/2011	2039533	E 609-49751-206	Freight and Fuel Charges	FREIGHT	22.05
03/09/2011	2039533	E 609-49751-253	Wine For Resale	WINE	712.00

\$4,017.88

POSTMASTER - ST. FRANCIS

02/28/2011	434	E 230-49990-441	Miscellaneous	PIONEER DAYS PO BOX	40.00
					<hr/>
					\$40.00

PREMIUM WATERS, INC.

02/28/2011	453056-02-11	E 101-42110-200	Office Supplies	WATER	19.24
					<hr/>
					\$19.24

PRINTING UNLIMITED

03/02/2011	5756	E 101-42110-200	Office Supplies	KEYS BUS CARDS	23.51
					<hr/>
					\$23.51

Q3 CONTRACTING

02/26/2011	TMN0047863	E 601-49440-229	Project Repair & Maintenance	WOODBURY LEAK	72.82
					<hr/>
					\$72.82

QUALITY WINE & SPIRITS

03/11/2011	430270-00	E 609-49751-251	Liquor For Resale	LIQUOR	362.85
					<hr/>
					\$362.85

QUILL CORPORATION

02/22/2011	2522141	E 101-42210-200	Office Supplies	OFFICE SUPPLIES	98.50
03/07/2011	2810664	E 101-41400-200	Office Supplies	POST IT TAPES	9.19
03/07/2011	2812913	E 101-41400-200	Office Supplies	LABELS & PAPER	58.80
03/07/2011	2873217	E 101-41910-200	Office Supplies	NAME PLATES	44.96
03/08/2011	2848287	E 101-41500-200	Office Supplies	INDEX DIVIDERS	101.76
					<hr/>
					\$313.21

QWEST

03/01/2011	612E01-8624.311	E 101-41940-321	Telephone	PHONE	90.90
03/01/2011	612E01-8624.311	E 101-42110-321	Telephone	PHONE	75.76
03/01/2011	612E01-8624.311	E 101-42210-321	Telephone	PHONE	75.76
03/01/2011	612E01-8624.311	E 101-43100-321	Telephone	PHONE	15.15
03/01/2011	612E01-8624.311	E 101-45200-321	Telephone	PHONE	15.15
03/01/2011	612E01-8624.311	E 601-49440-321	Telephone	PHONE	15.15
03/01/2011	612E01-8624.311	E 602-49490-321	Telephone	PHONE	15.15
03/07/2011	7637531049.311	E 601-49440-321	Telephone	PHONE	162.31
					<hr/>
					\$465.33

ROYAL TIRE, INC.

03/07/2011	M010077518	E 101-43100-218	Equipment Repair & Maintenance	KUBOTA FRONT TIRES	348.43
03/07/2011	M010077518	E 101-45200-218	Equipment Repair & Maintenance	KUBOTA FRONT TIRES	348.43
					<hr/>
					\$696.86

SMITH IRONWORKS

03/04/2011	9319	E 101-43100-218	Equipment Repair & Maintenance	REPAIR HITCH	70.00
03/04/2011	9319	E 101-45200-218	Equipment Repair & Maintenance	REPAIR HITCH	70.00
					<hr/>
					\$140.00

ST. FRANCIS AREA CHAMBER OF

03/09/2011		E 101-42210-433	Dues and Subscriptions	FIRE DEPT AT EXPO	150.00
					<hr/>
					\$150.00

TELECID (TWIN CITIES EMEDIA)

03/07/2011	20040914	E 609-49750-340	Advertising	DOMAIN NAME RENEWAL	10.00
					<u>\$10.00</u>

THE AMERICAN BOTTLING COMPANY

03/04/2011	2449906139	E 609-49751-254	Miscellaneous Merchandise	MISC	107.55
					<u>\$107.55</u>

TRUCK UTILITIES, INC.

03/01/2011	223335	E 602-49490-221	Vehicle Repair & Maintenance	CRANE TRUCK SUPPLIES	226.54
					<u>\$226.54</u>

VERIZON WIRELESS

03/01/2011	2538568405	E 101-41940-321	Telephone	PHONE BILL	116.27
03/01/2011	2538568405	E 101-42110-321	Telephone	PHONE BILL	565.27
03/01/2011	2538568405	E 101-42210-321	Telephone	PHONE BILL	(35.40)
03/01/2011	2538568405	E 101-43100-321	Telephone	PHONE BILL	91.00
03/01/2011	2538568405	E 101-45200-321	Telephone	PHONE BILL	90.99
03/01/2011	2538568405	E 601-49440-321	Telephone	PHONE BILL	70.48
03/01/2011	2538568405	E 602-49490-321	Telephone	PHONE BILL	70.48
					<u>\$969.09</u>

WATER LABORATORIES INC.

03/02/2011	2134	E 602-49490-313	Sample Testing	TESTING	256.00
03/09/2011	11C-077	E 601-49440-313	Sample Testing	TEST	85.00
					<u>\$341.00</u>

WIRTZ BEVERAGE MN

02/28/2011	536412	E 609-49751-206	Freight and Fuel Charges	FREIGHT	69.60
02/28/2011	536412	E 609-49751-251	Liquor For Resale	LIQUOR	4,502.12
02/28/2011	536412	E 609-49751-254	Miscellaneous Merchandise	MISC	33.38
03/10/2011	5408882	E 609-49751-206	Freight and Fuel Charges	FREIGHT	182.70
03/10/2011	5408882	E 609-49751-251	Liquor For Resale	LIQUOR	12,044.76
03/10/2011	5408882	E 609-49751-253	Wine For Resale	WINE	47.95
					<u>\$16,880.51</u>

\$110,104.61

FUND SUMMARY

101 GENERAL FUND	\$43,103.40
208 POLICE FORFEITURE	\$132.24
225 PARK FUND	\$15.48
230 PIONEER DAYS	\$137.71
601 WATER FUND	\$11,369.41
602 SEWER FUND	\$4,755.93
609 MUNICIPAL LIQUOR FUND	\$50,590.44
Total	<u>110,104.61</u>

CITY OF ST. FRANCIS
3/21/2011

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>0.00</u>

Disbursements via Debits to Checking account

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
03/14/11	MN Dept of Revenue	Sales Tax	12,338.00
03/17/11	U.S. Treasurer	Federal Payroll Tax	14,373.70
03/17/11	P.E.R.A.	P.E.R.A	11,625.98
03/17/11	ING	Deferred Comp	770.00
03/17/11	ICMA	Deferred Comp	790.00
03/17/11	MN State Treasurer	State Payroll Tax	3,244.55
	TOTAL		<u>43,142.23</u>

LG214 Premises Permit Application Annual Fee \$150

FOR BOARD USE ONLY

Check # _____

\$ _____

Required Attachments to LG214

1. If the premises is leased, attach a copy of your lease. **Use LG215 Lease for Lawful Gambling Activity.** **Mail the application and required attachments to:**
 Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113
2. \$150 annual premises permit fee, for each permit.
 Make check payable to "State of Minnesota."

Questions? Call 651-639-4000 and ask for Licensing.

Organization Information

1. Organization name Chops Inc. License number 31322
2. Chief executive officer (CEO) Greg Hiniker Daytime phone 6128680724
3. Gambling manager Kevin Kimes Daytime phone 6513365667

Gambling Premises Information

4. Current name of site where gambling will be conducted Patriot Lanes & Lounge
5. List any previous names for this location _____
6. Street address where premises is located 3085 Bridge St.
 (Do not use a P.O. box number or mailing address)

7. City St. Francis	OR	Township	County	Zip code 55070
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8. Does your organization own the building where the gambling will be conducted?
 Yes No **If no, attach LG215 Lease for Lawful Gambling Activity.**
 Yes No **Raffle only.** No lease is required if only a raffle will be conducted.
9. Is any other organization conducting gambling at this site? Yes No Don't know
10. Has your organization previously conducted gambling at this site? Yes No

Gambling Bank Account Information (must be in Minnesota)

11. Bank name Wells Fargo Bank NA Bank account number 3500048602
12. Bank street address _____ City _____ State **MN** Zip code _____

All Temporary and Permanent Off-site Storage Spaces

- (for gambling equipment and records related to this site - must be stored in Minnesota)
13. Address (Do not use a P.O. box number) 21217 NE Hwy 65 City East Bethel, State **MN** Zip code 55011
- MN**

Reset Form

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City name _____	County name _____
Date approved by city _____	Date approved by county _____
Resolution number if any _____	Resolution number if any _____
Signature of city personnel _____	Signature of county personnel _____
Title _____ Date ____/____/____	Title _____ Date ____/____/____

Acknowledgment and Oath

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. | <ol style="list-style-type: none"> 5. I am the chief executive officer of the organization. 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than 10 days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. |
|---|---|

Greg Hiniker
3/8/11
 Signature of Chief Executive Officer (designee may not sign) Date

Print name *Greg Hiniker*

Print Form
Reset Form

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.</p>	<p>Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.</p>	<p>Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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LG215 Lease for Lawful Gambling Activity

Check applicable item:

1. **New lease.** (Do not submit existing lease with amended changes).
 _____ Date that the changes will be effective. Submit changes at least 10 days before the effective date of the change.

2. **New owner.** Effective date _____ Submit new lease within 10 days after new lessor assumes ownership.

Organization name Chops Inc.	Address 4816 Chown Ave		License number 31322	Daytime phone 6513365667	
Name of leased premises Patriot Lanes	Street address 3085 Bridge St.	City St. Francis	State MN	Zip 55070	Daytime phone 7637534011
Name of legal owner of premises Leo D Zachot	Business/street address 3085 Bridge St	City St Francis	State Mn	Zip 55070	Daytime phone 763 753 4011
Name of lessor (if same as legal owner, write in "SAME") Spina	Business/street address	City	State	Zip	Daytime phone

Check (✓) all activities that will be conducted

Pull-tabs Pull-tabs with dispensing device Tipboards Paddlewheel Paddlewheel with table Bingo Bar bingo

Pull-tab, Tipboard, and Paddlewheel Rent (No lease required for raffles.)

Booth operation - sales of gambling equipment by an employee (or volunteer) of a licensed organization within a separate enclosure that is distinct from areas where food and beverages are sold.

Bar operation - sales of gambling equipment within a leased premises by an employee of the lessor from a common area where food and beverages are also sold.

Does your organization OR any other organization conduct gambling from a booth operation at this location? Yes No

If you answered **yes** to the question above, rent limits are based on the following combinations of operation:

- Booth operation
- Booth operation and pull-tab dispensing device
- Booth operation and bar operation
- Booth operation, bar operation, and pull-tab dispensing device

If you answered **no** to the question above, rent limits are based on the following combinations of operation:

- Bar operation
- Bar operation with pull-tab dispensing device
- Pull-tab dispensing device only

The maximum rent allowed may not exceed \$1,750 in total per month for all organizations at this premises.

COMPLETE ONE OPTION:

Option A: 0 to 10% of the gross profits per month. Percentage to be paid _____%

Option B: When gross profits are \$4,000 or less per month, \$0 to \$400 per month may be paid. Amount to be paid \$_____.

Option C: \$0 to \$400 per month on the first \$4,000 of gross profit. Amount to be paid \$_____.

Plus, 0% to 10% of the gross profits may be paid per month on gross profits over \$4,000. Percentage to be paid _____%

COMPLETE ONE OPTION:

Option A: 0 to 20% of the gross profits per month. Percentage to be paid _____%

Option B: When gross profits are \$1,000 or less per month, \$0 to \$200 per month may be paid. Amount to be paid \$_____.

Option C: \$0 to \$200 per month on the first \$1,000 of gross profits. Amount to be paid \$_____.

Plus, 0% to 20% of the gross profits may be paid per month on gross profits over \$1,000. Percentage to be paid _____%

Bingo Rent

Option D: 0 to 10% of the gross profits per month from all lawful gambling activities held during bingo occasions, excluding bar bingo. Percentage to be paid _____%

Option E: A rate based on a cost per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. No rent may be paid for bar bingo. Rate to be paid \$ 0 per square foot. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.

Bar Bingo. . . No rent may be paid for bingo conducted in a bar.

LG215 Lease for Lawful Gambling Activity

Lease Term - The term of this lease agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management of Gambling Prohibited - The owner of the premises or the lessor will not manage the conduct of gambling at the premises.

Participation as Players Prohibited - The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes 349.181.

Illegal Gambling
The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes 349.18, Subdivision 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H or Minnesota Statutes 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions
The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Gambling Control Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to permitted premises
Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the permitted premises during any time reasonable and when necessary for the conduct of lawful gambling on the premises.

Lessor records
The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent all-inclusive
Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

- trash removal
- janitorial and cleaning services
- electricity, heat
- other utilities or services
- snow removal
- lawn services
- storage
- security, security monitoring
- in the case of bar operations, cash shortages.

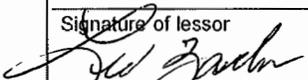
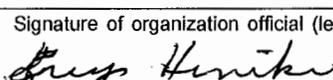
Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Gambling Control Board. Rent payments may not be made to an individual.

Changes in lease

- **Lease information** - If the lease is amended with no change in ownership, the organization will submit the a new lease to the Board at least 10 days before the effective date of the change.
- **Ownership** - If a change in ownership occurs, the organization will submit a new lease to the Board within 10 days after the new lessor has assumed ownership.

Acknowledgment of Lease Terms I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are **subject to the approval of the director of the Gambling Control Board.**
The lease may be terminated by either party without cause with a 30-day written notice.

Other terms _____

Signature of lessor 	Date 3/8/2011	Signature of organization official (lessee) 	Date 3/8/11
Print name and title of lessor Leo Zacher		Print name and title of lessee Greg Hiniker CEO	3/8/2011

Questions? Contact the Licensing Section, Gambling Control Board, at 651-639-4000. This publication will be made available in alternative format (i.e. large print, Braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Print Form

Reset Form

SECTION 5

GAMBLING

SECTION:

- 6-5-1: Definitions
- 6-5-2: Gambling Forms and Eligibility
- 6-5-3: Gambling Regulations
- 6-5-4: City Approval of Applications
- 6-5-5: Unlawful Act

6-5-1: DEFINITIONS. The following definitions shall apply to this Section:

- A. "Lawful Gambling" means the operation, conduct or sale of bingo, raffles, paddlewheels, tip boards and pull-tabs for a lawful purpose as herein defined.
- B. "Lawful Purpose" means one or more of the following: (1) benefiting persons by enhancing their opportunity for religious or educational advancement, by relieving or protecting them from disease, suffering or distress, by contributing to their physical well-being, by assisting them in establishing themselves in life as worthy and useful citizens, or by increasing their comprehension of and devotion to the principles upon which this nation was founded; (2) initiating, performing or fostering worthy public works or enabling or furthering the erection or maintenance of public structures; (3) lessening the burdens borne by government or voluntarily supporting, augmenting or supplementing services which government would normally render to the people; or (4) imposed by the State or the United States on receipts from lawful gambling. "Lawful Purpose" does not include the erection, acquisition, improvement, expansion, repair or maintenance of any real property, owned or lease by the organization, unless the Board specifically authorizes the expenditures after finding that the property will be used exclusively for one or more of the purposes specified in (1) through (3) above.
- C. "Organization" means any fraternal, religious, veterans or other non-profit organization located in the City.
- D. "Profit" means the gross receipts collected from lawful gambling, less reasonable sums necessarily and actually expended for gambling supplies and equipment, prizes, rent and utilities used during the gambling occasions, compensation paid to members for conducting gambling, taxes imposed by statute and maintenance of devices used in lawful gambling.
- E. "Board" means the Charitable Gambling Control Board.

6-5-2: GAMBLING FORMS AND ELIGIBILITY. All forms of legal gambling may be carried on, but only by an organization, and subject to the provisions of this Section and Minnesota Statutes, Section 349.11, Et. Seq.

6-5-3: GAMBLING REGULATIONS.

- A. Premises. If the organization owns or leases property for organizational activities, which may or may not include lawful gambling activities, a majority in value of such real property shall be situated within the City. If the organization owns or leases no real property except that it leases space on real property for lawful gambling activities only, such premises shall be licensed under City Code, Chapter 5 for on-sale of liquor. If the organization carries on lawful gambling upon leased premises, such lease shall be in writing and for a term of at least one (1) year, and the rental payments shall not be based upon a percentage of receipts or profits from such gambling.
- B. Expenditure of Profits. All profits from gambling shall be expended for a lawful purpose, and a majority of all such profits shall be expended for (1) persons who are resident of the City, or (2) organizations which carry on all their activities within the City, or (3) supplementing the services of the government of the City, or (4) improving, expanding, maintaining, repairing or acquiring real property located within the City.
- C. Limitations on Licenses. No organizations shall hold more than one license from the Board which authorizes lawful gambling at more than one location, whether such location be within or without the City.
- D. Special Bingo Regulations. Bingo shall only be conducted by an organization which has been in existence for at least three (3) years, has at least thirty (30) active members, and on premises which it owns.

6-5-4: CITY APPROVAL OF APPLICATIONS. Unless it finds that the applicant can or had complied with all of the applicable regulations set forth in Section 6-5-3 of this Code, the Council shall, upon receipt from the Board of a notice of application for issuance or renewal of a license, take action to disapprove the same and inform the Board.

6-5-5: UNLAWFUL ACT. It is unlawful for any person to violate this Section.

Chops, Inc.

Tuesday, March 15, 2011

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

Dear St. Francis City Council,

Thank you for the opportunity to manage charitable gambling within the City of St. Francis. We have very much enjoyed working within the East Bethel community for many years and are very proud of the benefits those communities have received from Chops donations and involvement. We look forward to building as strong of a relationship with the City of St. Francis community, as well.

If you have any questions or would like clarification or more detail on any topic, please don't hesitate to ask. I can be reached at the numbers below.

Thank you,

Kevin Kimes
Gambling Manager
651-336-5667

Chops, Inc.
March 15, 2011

Mission and Purpose

Chops, Inc. Drum and Bugle Corps is a non-profit community and non-discriminative service organization. Chops offers a year-round educational performing arts program for people of all ages. Chops provides a welcoming environment for all performance levels and will never turn away a potential member who is willing to work hard. Chops emphasizes character and social development, leadership, self-discipline, and the pursuit of excellence. Past members regularly comment on how much they have grown over their years with Chops and how our activities have prepared them to succeed in life.

Chops was originally founded as a marching percussion unit – Chopstix percussion – by Michael Mayer, East Bethel resident, in 1991. The organization was incorporated as a non-profit organization and was granted 501c(3) status. Top Chops Brass Line was added in 1994, and the two groups were incorporated under the name Chops, Inc. Hot Chops Color Guard was added a few years later.

Chops is one of four all-age Drum Corps in the upper Midwest and performs in 8 field shows during the summer and fall, as well as over 20 community parades. Chops is currently comprised of more than 60 members from all over the state whose ages range from 15 to 45, with the majority of the membership being high school and college students between the ages of 15-20 years old. The membership encompasses many professional, educational and racial/ethnic backgrounds. Their occupations include teachers, students, lawyers, marketing associates, airline employees, entrepreneurs, and many, many others.

The mission of Chops is to provide a top-quality and professional musical outlet to students and adults through education, leadership, and experiences in performance and competition. With the continued budgetary cuts schools are experiencing, Chops continues to provide students from all of Minnesota with an opportunity to learn and grow through music and performance. For the adult members of our corps, Chops creates an opportunity to continue to perform with a musical ensemble, while providing mentorship to our younger members.

Membership

Chops welcomes any person who is willing to work hard and try. Chops does not turn away any member willing to put forth an effort to learn and perform. We believe that everyone has the ability to perform, but what holds most people back is their desire. Our members have shown the desire to perform by coming to the first camp. After that first camp, it is the responsibility of the Chops' organization to provide its member with the tools to succeed including a world-class instructional staff, top-quality equipment and instruments, parade and competition venues throughout the season, and the motivation to get members to consistently achieve their best. From the 2004 to 2005 season, Chops saw a 70% retention rate among the members.

The majority of Chops' members are under the age of 21 and do not have the opportunity to participate in school-sponsored musical organization because of school cut-backs. Chops provides that by giving them a well-staffed group of teachers and music educators during their rehearsals, and by our regular parade and field show performances. For those members not in a school-sponsored organization, Chops provides them their only musical performance outlet, allowing them to do something they love.

Chops, Inc.
March 15, 2011

Chops does ask each member to pay a yearly membership fee of \$295, which covers just a fraction of the cost of the equipment, instruments, uniforms, transportation, lodging, instructors, and the many other needs necessary to operate a Drum and Bugle Corps. Though we do have no formal scholarship program, Chops does regularly allow members to “work off” the fees through any variety of functions that support the overall mission of the organization, such as fund-raising events, equipment upkeep, and logistical requirements of the group.

As a Drum and Bugle Corps, Chops performs for thousands of people from all over the state of Minnesota and beyond. With Chops’ home being the City of East Bethel, the north metro benefits greatly through the tremendous exposure it receives. At every performance (parade and field show), Chops is known as the organization from this area.

To its membership, Chops offers:

The opportunity of individuals, mainly high school students and young adults, with the opportunity to improve their musical talent while learning the valuable lessons of leadership, responsibility, competition, pride, dedication, and heart.

To the public, Chops offers:

Community Parades

Chops participates in over 20 community parades throughout Minnesota during the summer. In order to provide a varied experience to the audience, Chops participates as three distinct parade elements, Chopstix (Percussion Line), Top Chops (Brass Line) and Hot Chops (Guard Line). This is truly unique among marching units and allows each group to showcase the unique capabilities and performance values that they offer. Chops’ members regularly interact with the audience during the parade performances, joining the crowd on the parade route and involving them in our performances. This is just one of many reasons why parade organizers continually invite Chops back year after year. These audiences reflect the great diversity of Minnesota, and provide Chops the opportunity to bring its unique performances to all of Minnesota.

Competitive Field Show

Chops fields a competitive Drum and Bugle Corps marching program, competing in both Drum Corps Associates (DCA) and Drum Corps International (DCI) sanctioned shows. Chops is an associate member of DCA and is the DCA 2005 World Champions in Class A. DCA is an international association of all-age Drum Corps and has over 30 participating corps. Audiences across the United States warmly received Chops’ unique brand of music and performance, seeing and hearing the best that Minnesota has to offer. Some of the comments from these audiences:

- “Good solid all around corps that definitely deserved the title.”
- “We had such a blast as you came by and performed in the Parade. We wish you didn’t have to keep moving!”
- “Well designed show top to bottom, the battery was strong, the brass was strong and the drill looked good.”

Other Activities

Chops begins to prepare for the summer season in early January with monthly weekend rehearsals at a variety of locations throughout the Metropolitan area. The communities graciously open up their facilities to the group and through our involvement in these communities during our rehearsals we bring an even greater audience the gift of performance.

In addition to our activities, the members themselves provide the greater Metropolitan area outreach on levels that we cannot truly quantify. Many of our members are also members of performance groups in their local communities. These members take the skills they learn in Chops and bring it back to those communities relating those skills to others, and through those efforts and the performances of those other groups, the performance arts are brought to an even greater audience.

Lawful Purpose Donations and Related Expenses

As a 501(c)(3) organization, the main purpose of Chops gambling operation is to help fund the operation of its Drum and Bugle Corps. That said, Chops believes it to be very important to give as much as it can toward worthy causes in the communities where it operates charitable gambling. Chops has donated tens of thousands of dollars to the East Bethel community for a wide variety of purposes. Below are just a few of the donations that Chops has made in the East Bethel area:

- Over \$7,400 to the Coon Lake Association to help with the efforts of cleaning up the lake
- Over \$5,000 to St. Francis Hockey Association when they were without charitable gambling. Our donations helped them continue to operate until they started charitable gambling again.
- \$1100 to help with the costs of the East Bethel Days Family Fun Night
- Over \$2000 to Anoka School District #11
- Thousands of dollars each year to St. Francis Food where we purchase meet for raffles in locations we manage gambling
- Numerous donations to individuals in need throughout the community

As a 501(c)(3) organization, ALL expenses paid from our “operations” account are considered Lawful Purpose. This includes everything from food purchased to feed our members during rehearsal camps, to the printing of our necessary signs and fliers, to our auto insurance policies for our vehicles. Chops makes a tremendous effort to ensure all possible operating expenses necessary for the continued success of our corps are purchased within the are we manage lawful purpose gambling.

Finally, it is important to note that the overall cost associated to the operation of charitable gambling is not inexpensive. Items such as office supplied storage facilities, printing of raffle tickets and required signage, etc, are all large expenses for an organization. Again Chops makes every effort possible to purchase these goods and services from the community businesses.

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

RESOLUTION 2011-05

**A RESOLUTION APPROVING THE GAMBLING PERMIT FOR
THE CHOPS INC. AT THE PATRIOT LANES**

WHEREAS, pursuant to Minnesota Statutes 349.213, the City of St. Francis has in effect Section 6-5-3 of the St. Francis City Code which regulates lawful gambling with the City;

WHEREAS, Chops Inc. (the "Applicant") is an organization which conducts or proposes to conduct lawful gambling at the following described premises within the City of St. Francis, Anoka County, Minnesota;

Patriot Lanes
3085 Bridge Street NW
St. Francis, MN 55070

AND WHEREAS, the Gambling Control Board has submitted a premise permit which the Applicant has requested to be issued or renewed;

AND WHEREAS, the City Council finds that the Applicant has complied with all requirements of the St. Francis City Code, Section 6-5-3, and said premises permit is hereby approved by a majority of the St. Francis City Council.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 21st
DAY OF MARCH, 2011.

APPROVED:

ATTEST:

Jerry Tveit, Mayor

Barbara I. Held, City Clerk



**Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)**
444 Cedar Street, Suite 222, St. Paul, MN 55101
Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types:

- 1) City issued on sale intoxicating and Sunday liquor licenses
- 2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License St. Francis Dakota City License Period From: _____ To: _____

Circle One: New License License Transfer L & O Restaurant Suspension Revocation Cancel _____
(former licensee name) (Give dates)

License type: (circle all that apply) On Sale Intoxicating Sunday Liquor 3.2% On sale 3.2% Off Sale

Fee(s): On Sale License fee: \$ 4000 Sunday License fee: \$ 200 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ _____

Licensee Name: The Ponds Golf Course, LLC DOB _____ Social Security # _____
(corporation, partnership, LLC, or Individual)

Business Trade Name The Ponds Golf Course Business Address 2881 22nd Ave NW City St Francis

Zip Code 55070 County Dakota Business Phone 763 753-1100 Home Phone _____

Home Address _____ City _____ Licensee's MN Tax ID # 4925899
(To Apply call 651-296-6181)

Licensee's Federal Tax ID # 41-1977041
(To apply call IRS 800-829-4933)

If above named licensee is a corporation, partner

Dave Schulte
Partner/Officer Name (First Middle Last)

Thomas David Feriswal
(Partner/Officer Name (First Middle Last) DOB Social Security # Home Address)

Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Circle One: (Yes No) During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: State Fund Mutual Policy # 38849.201

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.
City Clerk or County Auditor Signature _____ Date _____
(title)

On Sale Intoxicating liquor licensees must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-215-6209, or visit our website at www.dps.state.mn.us.



23340 Cree Street NW • PO Box 730
St. Francis, Minnesota 55070
763-753-2630
FAX 763-753-9881

License Fee: \$ _____
Investigation Fee: \$ _____
Sunday Liquor Fee: \$ _____
Date Rec'd: _____
Receipt # _____
License # _____
Term of Insurance _____

APPLICATION FOR BEER, WINE, LIQUOR SALES

PART ONE: GENERAL INFORMATION

Type of License:

Beer-Off Sale Liquor-Club On Sale Wine-On Sale
-On Sale -On Sale
-Temp. On Sale -On Sale Limited
-On Sale Sunday
-On Sale Temporary

ADDRESS FOR WHICH APPLICATION IS MADE:

2881 229th Ave. NW. St. Francis MN. 55070

NAME OF OPERATION AT ABOVE ADDRESS:

The Ponds Golf Course

Is applicant an: Individual Partnership Corporation Other Organization

Name of individual, partnership, corporation or other form of organization making application:

The Ponds Golf Course LLC

Address: 2881 229th Ave NW. St. Francis MN 55070

Phone Number: (763) 753-1100

If incorporated, state of incorporation: MN.

*Please attach a copy of Certificate of Incorporation or other documentation of legal status.

In case of a partnership, corporation or other form of organization, please provide names of each officer, director and partner: Dave Schulte, President

Tom Ferisvick (Golf Course Supt.)

List the nature of any other business to be operated in conjunction with the sale of beer, wine or liquor: Golf, Tournaments, Wine Tasting

Is applicant the owner/operator of such other business, and if so, the length of time in such business: NO

Have all real estate taxes and local assessments, which are due and payable for the premises to be licensed been paid? YES NO; If no, list the years and amounts which are unpaid: _____

Is applicant or any member of partnership, officer/directors of corporation or other organization a holder of a federal retail liquor dealer's special tax stamp? YES NO; If yes, name of holder: _____

In Case of a temporary license, please provide the following:

1. Date of Event: _____
2. Include a site plan of the area where sales will occur indicating the size, location and nature of the premises planned to be used along with a description of its relationship to the adjacent premises.
3. A statement from property owner granting permission to applicant for use of the premises on which the stated activity is proposed.
4. Full legal name of person in charge of event, if not applicant. Include date of birth and full address and phone number: _____

In the case of an On Sale Club license, please provide the following:

1. Certified copy of By-Laws of the club, including a definition of the word "member".
2. List of membership.
3. Copy of Charter.
4. List of corporate officers, board of directors and manager.
5. Copy of lease agreement or statement of ownership of premises where license to be held.

An applicant for an on-sale wine or liquor license shall submit a floor plan of the dining room(s) which shall be open to the public, shall show dimensions, and shall indicate the number of persons intended to be served in each of said rooms.

SUNDAY LIQUOR SALES INFORMATION (NOT APPLICABLE TO BEER OR WINE).

Establishments to which on-sale liquor or on-sale Club Liquor licenses have been issued may serve intoxicating liquors in conjunction with the serving of food between the hours of 10:00 a.m. on Sundays to 1:00 am on Mondays, provided that such establishment is in conformance with the Minnesota Clean Air Act. Such license must coincide with the date of applicant's intoxicating liquor license.

APPLICATION ACKNOWLEDGEMENT:

If the application is by a natural person, it shall be signed and sworn to by such person, if by a corporation or other organization, by an authorized representative of the same.

All information presented with this application is true and correct and no other persons than those named in the application have any interest in the management and control of such business. I herein consent to any and all investigations the City deems appropriate in the processing of this application.

APPLICANTS SIGNATURE: David Schuth / Thomas Feriswell DATE: 3/14/11

Witnessed by: Thomas Feriswell DATE: 3/14/11

*Liquor Liability Insurance must be provided by all applicants with this application in Certificate of Insurance form and must have a thirty (30) day written notification to the City prior to cancellation. Term of Insurance coverage must follow the license year of January 1 through December 31 of each year or state that the coverage is continuous until cancelled.

PART TWO: APPLICANT INFORMATION (to be completed by applicant, and each officer, director and partner):

Full Legal Name of applicant: Thomas DAVID Feriswell
(First) (Middle Name) (Last)

Has applicant ever used or been known by a name other than his true name? YES
 NO. If yes, what was such name or names and provide information concerning dates and places where used. _____

Is applicant a citizen of the United States? YES NO

Is applicant a resident alien? YES NO

Is applicant married? YES NO

If yes, provide full legal name of spouse: Melissa Anne Kellee Ferguson
(First) (Middle) (Maiden Last Name) (Last)

Applicant's resident street address: W10691 620th Ave.
City: River Falls State: WI Zip: 54022
Phone Number: (715) _____ Place and Date of Birth Brockington MA
Length of time at above address: 20 years Henrieville City, MA

Spouse's residence street address: W10691 620th Ave.
City: River Falls State: WI Zip: 54022
Phone Number: (715) _____ Place and Date of Birth Brockington MA
Length of time at above address: 20 years

Please list residence street addresses applicant and spouse have lived during the preceding ten years: W10691 620th Ave. River Falls WI 54022

Please list business/occupation applicant has been engaged in during the preceding ten years: The Ponds Golf Course.

Please list business/occupation spouse has been engaged in during the preceding ten years: Helmer Printing Beldenville WI.

Name and address of applicant's employers and partners, if any, for the preceding ten years: Hastings Country Club.

Name and address of spouse's employers and partners, if any, for the preceding ten years: Self employed Day care.

Has applicant ever been convicted of any felony, crime or violation of any ordinance other than traffic? Yes No

If yes, furnish information as to the time, place and offense for which convictions were had:

Has applicant's spouse ever been convicted of any felony, crime or violation of any ordinance other than traffic? ___ Yes No

If yes, furnish information as to the time, place and offense for which convictions were had:

Has applicant ever been engaged as an employee or in operating a bar, saloon, hotel, restaurant, café, tavern or other business of a similar nature? ___ Yes No

If yes, applicant shall furnish information as to the time, place and length of time:

Has applicant's spouse ever been engaged as an employee or in operating a bar, saloon, hotel, restaurant, café, tavern or other business of a similar nature? ___ Yes No

If yes, furnish information as to the time, place and length of time:

Has applicants ever been in military service? ___ Yes No

If yes, applicant shall attach DD/214 form.

Provide three character references located within the State of Minnesota (Name, address and telephone number):

1. Bill Ferguson Dickens MN
2. Bill Johnson Maple Grove MN
3. Mark Matheson Maple Grove MN

All information presented with this application is true and correct and no other persons than those named in the application have any interest in the management and control of such business. I herein consent to any and all investigations the City deems appropriate in the processing of this application.

APPLICANT'S SIGNATURE: Thomas Ferguson DATE: 3/14/11

WITNESSED BY: Justin [Signature] DATE: 3/14/2011

NOTICE

The data requested of you will be used in considering your application for said license and will be disseminated to the public. You are not legally required to allow the City of St. Francis to obtain the data, however, failure to supply said data may result in disapproval of your application. Further, the City of St. Francis may receive from other governmental agencies, including but not limited to the Bureau of Criminal Apprehension, Minnesota Department of Public Safety, data relating to the consideration of your application. Said data may be classified pursuant to Minnesota Statute #15.162 et. seq. as private and therefore, cannot be released to the public without your written consent.

WAIVER

I have read the above and understand that any data concerning my application which is classified as private pursuant to Minnesota Statute #15.162, et. seq. may be released to the public without my permission. I also understand that said data must be considered by the St. Francis City Council at a public meeting in considering my license application and, accordingly will be publicly disseminated. Therefore, I hereby authorize the release of all of said data by the St. Francis City Council or agents or employees thereof at any City Council meeting at which my license application is considered. Said information shall not be released if I withdraw my license application by personally serving written notice of said withdrawal upon the St. Francis City Clerk/Treasurer prior to said Council meeting.

SIGNATURE: Thomas F. Farnick DATE: 3/14/11
WITNESS SIGNATURE: Justin [Signature] 3/14/2011

1. As per the new Minnesota's Freedom to Breathe Act of 2007, if applicable, please draw a diagram of where smoking is permitted on your premises.

2. If your premises hold special events, during Pioneer Days or etc., please provide a diagram of where these events will take place.

Pursuant to Minnesota Statutes 270C.72, the agency issuing you this license is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the Social Security number of each license applicant.

Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we must advise you that:

This information may be used to deny the issuance, renewal or transfer of your license if you owe the Minnesota Department of Revenue delinquent taxes, penalties or interest; and

The licensing agency will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Act, the Department of Revenue is allowed to supply this information to the Internal Revenue Service; and

Failure to supply this information may jeopardize or delay the issuance of your licensing or processing your renewal application.

Please fill in the following information and return this form along with your application to the agency issuing the license. Do not return this form to the Department of Revenue.

Licensing Authority CITY OF ST. FRANCIS

License Information

Name of license being applied for: Liquor
License renewal date: 1/1/11

Personal Information

Applicant's Name (Last, first, middle initial): FERIANCK Thomas D.
Applicant's Address: 110691 620th Ave. River Falls WI 54022
Social Security Number: _____

Business Information

Business Name: The Ponds Golf Course
Business Address: 2881 229th Ave. St. Francis MN. 55070
Minnesota Tax Identification Number: 4925899

I do not conduct any business as a business entity and therefore do not have a Minnesota business identification number.

Additional explanation, if necessary: _____

Signature: Thomas D. Ferianck Date: 3/4/11

Certificate of Compliance Minnesota Workers' Compensation Law

PRINT IN INK or TYPE.

Minnesota Statutes, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in any activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176. The required workers' compensation insurance information is the name of the insurance company, the policy number, and the dates of coverage, or the permit to self-insure. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

BUSINESS NAME (Individual name only if no company name used) <i>The Pinos Golf Course</i>	LICENSE OR PERMIT NO (if applicable)
DBA (doing business as name) (if applicable)	

BUSINESS ADDRESS (PO Box must include street address) <i>2881 229th Ave. NW</i>	CITY <i>St. Francis</i>	STATE <i>MN</i>	ZIP CODE <i>55070</i>
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YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION. You must complete number 1, 2 or 3 below.

NUMBER 1 COMPLETE THIS PORTION IF YOU ARE INSURED:

INSURANCE COMPANY NAME (not the insurance agent) <i>STATE FUND MUTUAL</i>		
WORKERS' COMPENSATION INSURANCE POLICY NO. <i>38849.201</i>	EFFECTIVE DATE <i>6/1/2010</i>	EXPIRATION DATE <i>4/1/2011</i>

NUMBER 2 COMPLETE THIS PORTION IF SELF-INSURED:

I have attached a copy of the permit to self-insure.

NUMBER 3 COMPLETE THIS PORTION IF EXEMPT:

I am not required to have workers' compensation insurance coverage because:

- I have no employees.
- I have employees but they are not covered by the workers' compensation law. (See Minn. Stat. § 176.041 for a list of excluded employees.) Explain why your employees are not covered: _____
- Other: _____

ALL APPLICANTS COMPLETE THIS PORTION:

I certify that the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify that I am authorized to sign on behalf of the business.

APPLICANT SIGNATURE (mandatory) <i>[Signature]</i>	TITLE	DATE <i>3/14/11</i>
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NOTE: If your Workers' Compensation policy is cancelled within the license or permit period, you must notify the agency who issued the license or permit by resubmitting this form.
This material can be made available in different forms, such as large print, Braille or on a tape. To request, call 1-800-342-5354 (DIAL-DLI) Voice or TDD (651) 297-4198.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
3/9/2011

PRODUCER (763) 323-3000 FAX: (763) 323-8353
 Insurance Brokers of MN, Inc.
 900 East Main Street, Ste. 100

Anoka MN 55303

INSURED
 The Ponds Golf Course, DBA: L & D Restaurant
 2881 229th Ave NW

St Francis MN 55070

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Allied	00035
INSURER B: Accident Fund	
INSURER C:	
INSURER D:	
INSURER E:	

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

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ACP7112278337 ACP7112278337	6/1/2010 01/01/2011	6/1/2011 01/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ACP7112278337	6/1/2010	6/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
A	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	ACP7112278337	6/1/2010	6/1/2011	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$								
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCV603153900	6/1/2010	6/1/2011	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$ 500,000												
E.L. DISEASE - EA EMPLOYEE	\$ 500,000												
E.L. DISEASE - POLICY LIMIT	\$ 500,000												
A	OTHER Property Special Form	ACP7112246167 Scheduled Equip: \$486,500	6/01/2010	6/01/2011	Club House: \$600,000 Contents/Fixtures: \$320,000 Pump House \$14,000 Pumps \$33,800								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 City of St Francis is listed as Additional Insured

CERTIFICATE HOLDER	CANCELLATION
(763) 753-9881 City of St Francis Barb P.O. Box 730 St. Francis, MN 55070	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Dawn Hansen/HANSEN <i>Dawn M Hansen</i>



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 Hysten, 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.

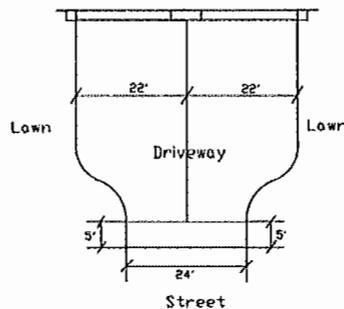
Angle	Minimum Stall Dimensions	Minimum Parking Lot Drive Aisle Width
90 Degree	9 x 19	24 feet (two-way traffic)
60 Degree	9 x 19	18 feet (one-way traffic)
Parallel	8 x 22	24 feet (two-way traffic)

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
Lawn Care Proposal – 2011

REQUEST FOR PROPOSALS FOR LAWN CARE CONTRACT FOR CITY
PARKS & CITY PROPERTY

This is NOT a competitive bidding process. The City of St. Francis reserves the right to award the Lawn Care contract to the contractor that the City Council believes to be in the best interest of the City, when considering the entire proposal submitted by the applicant. Cost alone may not be the sole determining factor. The City Council reserves the right to waive minor irregularities in the proposal documents, to negotiate with those submitting proposals as to any issues, and to reject any or all proposals. The contractor selected by the City Council shall be required to comply with the request for proposal, except for any changes determined by the City Council to be in the best interest of the city.

PROPOSALFORM - All proposals shall be made on forms provided by the City of St. Francis. Proposals submitted on forms other than the ones issued to the applicant will be rejected.

REJECTIONOF PROPOSAL – Proposals may be rejected if they show any alterations of form, additions not called for, conditional proposals not requested, erasures, or irregularities of any kind.

QUALIFICATIONS OFAPPLICANTS – No contract shall be issued to any applicant who cannot give satisfactory assurances as to its ability to carry out the contract based on its financial condition and previous experience. As evidence supporting an applicant's qualification, the applicant shall submit a work history statement, together with the company's most recently audited financial statement. Applicant must submit a proposal that includes all services outlined in this request for proposal.

This proposal MUST be received by: 5:00 p.m. on Monday, April 11, 2011

Address as follows:

Mowing Proposal
City of St. Francis
23340 Cree Street NW
St. Francis, MN 55070

City of St. Francis
Lawn Care Proposal – 2011

THIS AGREEMENT, made this (Date)_____/_____, 2011, by and between the City of St. Francis, (hereinafter called, “City”) and (Contractor Name) _____ (hereinafter called the “Contractor”), for the consideration stated herein, agree as follows:

1. PURPOSE AND INTENT.

A. LAWN CARE.

The purpose of this agreement is to provide the City of St. Francis and the Contractor with a mutually acceptable agreement for scheduled lawn care operations for the City Parks & Property Locations. Lawn care operations will include mowing, trimming, cleaning of mowed areas as determined by Public Works Director or Designee. Cleaning may include bagging of grass clippings and leaves along with general material pick up. Lawn mowing will generally be scheduled on a weekly, twice weekly or every other week, to maintain a mutually agreed length of turf. During dry seasons the time between mowing could exceed 14 days. The general requirements, a list of locations, and a map showing the locations are attached.

B. ADMINISTRATION.

This agreement shall be entered into with the City administered by the Public Works Director and under the direct operation/supervision of the Director and/or Designee. The Public Works Director and/or Designee will determine which areas are to be serviced and keep the Contractor informed of scheduling of special events that may affect mowing schedule.

C. LAWN CARE POLICY.

The City lawn care policy is to mow all areas as needed on a 7 to 14 day schedule from early May through Mid-November. Under drought conditions and in the fall, the mowing schedule may be extended beyond 14 days. Mowing and trimming operations are to be performed to minimize damage to trees.

D. SCOPE OF OPERATIONS.

The Contractor shall provide the necessary equipment to perform the lawn care operation in a timely manner. Mowing shall be restricted to mowing between 8:00 a.m. and 4:30 p.m. During special events in close proximity to City parks times or days may vary. The Contractor will be electronically mailed a copy of the park schedule to adjust mowing schedules accordingly.

2. LENGTH OF AGREEMENT

- A. This agreement shall be in effect commencing on May 1, 2011 and ending November 15, 2011 unless agreed by both parties to extend the season. This agreement may be renewed annually up to 3 times by written mutual consent of both the City and the Contractor.

City of St. Francis
Lawn Care Proposal – 2011

B. This agreement may be terminated by the City during the agreement period without penalty, subject to written notice being delivered by registered or certified mail sent to the Contractor at the address referred on the Proposal Form.

3. COMPENSATION OF THE CONTRACTOR

A. Proposal

Contractor hereby agrees to perform lawn care services for the Locations for the term of this Agreement for the lump sum on the attached Proposal Form. The scope of work shall be as described herein.

4. EQUIPMENT

A. Lawn mowing equipment

The Contractor shall use lawn mowing equipment that has discharge deflectors for the protection of the public from projectiles. Mulching blades are preferred but not required. Wind rowing and clumping of grass clippings is not acceptable.

B. All Equipment

All equipment shall be maintained in safe operating condition and comply with all local, state and federal safety equipment regulations.

C. Accessories and Safety Equipment

All vehicles and trailers used to transport lawn care equipment shall be properly equipped and outfitted to meet all local, county, state or federal laws required for on the road emergencies. They shall provide the operator with full visibility in all directions according to OSHA standards. The operators shall be properly equipped with all equipment necessary to allow the efficient and safe operation. The City reserves the right to reject at any time, without notice to the Contractor, any vehicle that does not appear to comply with all rules or regulations required for over the road operations.

D. Vehicle Designation/Replacements

The Contractor shall provide to the City Clerk a copy of the equipment including the vehicle identification number (if applicable) and license plate number within ten days of execution of this contract. Except for emergencies, any substitution or replacement of equipment included in the Agreement shall require approval by the City.

City of St. Francis
Lawn Care Proposal – 2011

4. OPERATION & MAINTENANCE

A. Operator

The Contractor shall ensure that the operator of each piece of equipment is fully trained and properly licensed with the State of Minnesota to operate the vehicle/equipment or any anticipated replacement. In addition the Contractor must certify that the employees have been fully trained in safety items that meet or exceed the requirements of the City of St. Francis Safety program.

B. Parts & Fuel

The lump sum amount shown on the attached Proposal Form shall cover all operation and maintenance expenses including but not limited to fuel, lubricants, supplies and support services. It shall also include depreciation on the vehicle and related equipment including the repair, maintenance and replacement of all materials and supplies. It shall also include all labor, tools and equipment necessary for making any and all repairs or replacement which may be necessary to keep and maintain the machine and all parts thereof in proper safe working order and serviceable repair.

C. Storage

The Contractor shall assume all responsibility and costs associated with maintaining proper and necessary protection/shelter/storage for both the vehicle and operator. Storage of equipment is not allowed on Utility property except during work operations. The City may grant temporary permission for short term storage if it is in the best interest of the City.

D. Parking & Traffic Regulations

Vehicles and trailers used to transport lawn care equipment shall comply with all local traffic and parking regulations. Particular care will be taken not to block handicap parking, fire hydrants, traffic lanes, and intersections.

5. PERFORMANCE REQUIREMENTS

A. Personnel

The Contractor shall provide the City with the name, address and telephone number(s) for at least two designated contact personnel responsible for assuring response to the City for services. The Contractor shall assure that at least one of the contact persons is available Monday through Friday 7 a.m. to 5:00 p.m.

B. Response Time

The Contractor and the City will establish a weekly, twice weekly and every other week schedule for lawn care services. When weather conditions preclude the service on the scheduled day the Contractor shall provide the service within two (2) days and no later than four (4) days from when weather conditions permit. The Contractor shall ensure that the equipment and operators are ready and able to continuously provide

City of St. Francis
Lawn Care Proposal – 2011

lawn care services through the completion of the lawn care operations designated by and to the satisfaction of the City.

C. Down Time

The Contractor shall assure that all equipment provided is maintained in a proper manner to minimize required maintenance or emergency repairs during the performance of lawn care operations.

D. Communications

The Contractor will maintain communications with the City at no cost to the City. The Contractor shall ensure that the operator maintains full availability for communication at all times during the lawn care operations. The Contractor will maintain continuous communications with their operators such that directions from the City can be passed to the operators in a timely fashion.

E. Authority/Direction

The Contractor and his designated operators shall respond to all directions given by the City in a positive, courteous and timely manner. The City reserves the right to reject any piece of equipment or operator from continued or further engagement of services due to incompetence or insubordination or inability of the piece of equipment to function properly and safely for the requested services.

F. Compliance with All Applicable Laws.

The Contractor and his designated operators shall be responsible for their actions and shall comply with all laws, ordinances, and regulations governing the operation of the equipment while performing lawn care operations for the City.

G. Non Performance

The Contractor hereby waives any and all objections, rights to objections and claims for additional compensation, damages or loss of revenue resulting from the City deciding that the City, rather than the Contractor, needs to perform the work, because of non-performance or excessive delays of the Contractor.

H. Property Damage

The Contractor shall be responsible for any and all damages to private as well as public property (including utilities) due to its own or its employee's negligence in performing lawn care operations.

6. PAYMENT PROCEDURE

A. Payment Schedule

All pay requests must be prepared and submitted by the Contractor as verified and approved by the Public Works Director and/or Designee. All pay requests must include a copy of the work order, schedule, etc. which includes dates, times and locations for mowing operations. All pay requests received and approved by the Public Works Director shall be processed for payment made by the City not more than 30 days after receipt. A purchase order for the amount of the contract will be processed. Partial payments will be made against the purchase order not to exceed the contract amount.

City of St. Francis
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Any additional work performed on the hourly rate shall be assigned a separate purchase order and approval by the Public Works Director for 5% or less of the contracted amount. If the additional work is more than 5% of the contracted amount City Council approval is required.

B. Liquidated Damages for Untimely performance

If the Contractor consistently is not able to respond and begin lawn care operations within four days after the time requested, the City will assess penalties as follows: 5% of the rate quoted herein will be deducted for each day or of portion thereof beyond four days to when operations begin, starting with the second untimely response and every time thereafter. If the Contractor does not respond within seven days of City requested time of initiation, the City shall, at its discretion hire a different contractor or perform the work for that lawn care event.

7. INSURANCE/LIABILITY CLAIMS

A. Indemnification

The Contractor indemnifies, saves and holds harmless the City and all of its agents and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reason of the Contractor's performance under this agreement. It is hereby understood and agreed that any and all employees of the Contractor and all other persons employed by the Contractor in the performance of services under this agreement, required or provided for hereunder by the Contractor are not nor shall be considered employees of the City and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged in any and all claims made by any third parties as a consequence of any act or omission on the part of said Contractor and/or its employees while so engaged in the performance of these services, to be rendered herein by the Contractor shall not be the obligation or responsibility of the City.

B. Insurance

The Contractor shall, at his sole cost and expense, carry and maintain general and public liability and property damage insurance coverage of \$1,000,000 (one million dollars) per occurrence for any one accident and \$500,000 (five-hundred thousand dollars) aggregate insurance protecting the Contractor, his employees and the City against any and all claims of any kind or character whatsoever arising from damage, injury (including bodily injury or death) caused by or arising from the performance of this Agreement. Such insurance policy shall be in full force and effect during the term of this Agreement and at all times the machine is operated in performance of this Agreement. Such insurance policy shall provide for a minimum of 30 days written notice to the City Clerk of cancellation, nonrenewal or material change of the required insurance coverage. The requirement and approval of this insurance by the City shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the City does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor. Copies of the insurance certificates shall be filed with the City Clerk on execution of this agreement.

City of St. Francis
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C. Compliance with all laws.

The Contractor agrees to comply with all State and Federal Laws and local ordinances and regulations governing the employment of personnel including, but not limited to Minnesota State Statute Section related to discrimination in employment and certification of income tax withholding.

D. Claims

The Contractor agrees to process and resolve all claims submitted by affected private property owners in the City of St. Francis in a timely manner.

8. AGREEMENT APPROVAL CONSIDERATIONS

All required performance bonds, insurance certificates, and additional requested information shall be submitted in a form acceptable to the City Clerk upon execution of the agreement and request by the City.

9. ADOPTED BY REFERENCE OF PROPOSAL

The attached Lawn Care Agreement, general requirements, equipment, work references and description of work, and maps shall become part of this agreement.

10. RECORD DISCLOSURE/MONITORING PROCEDURES

Pursuant to Minnesota Statutes the books, records, documents and accounting procedures and practices of the Contractor relevant to the Contract are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate. Contractor agrees to maintain these records for a period of three (3) years from the date of the termination of this Agreement.

11. EQUAL EMPLOYMENT OPPORTUNITY-CIVIL RIGHTS

A. During the performance of this Agreement, the Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, creed, or nation of origin, be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination including but not limited to Civil Rights Acts of 1964. The Contractor will furnish the City Clerk all reports required by the Secretary of Labor, The Minnesota Department of Human Services for the purposes of investigation to ascertain compliance with such rules, regulations and orders. The provisions of Minnesota State Statues regarding non-discrimination and violations related there from are incorporated in this paragraph by reference as an obligation of the Contractor.

B. If during the term of this contract or any extension thereof, it is discovered that the Contractor is not in compliance with the applicable statutes and regulations or if the Contractor engages in any discriminatory practices, then the City may cancel this agreement as provided by the cancellation clause.

City of St. Francis
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IN WITNESS WHEREOF, the parties have set forth their hands and seals this
_____ day of _____, 2011.

Contractor

By: _____
Signature

Name (Please print)

For:

Company

Its:

Title

CITY OF ST. FRANCIS

By:

_____/_____
Jerry Tveit Date
Mayor

ATTEST:

_____/_____
Barb Held Date
City Clerk

City of St. Francis
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Public Land Locations (All Areas Approximate)

Public Works Facility/WWT Facility	4020 St. Francis Blvd. NW	6.48 Acres
Water Treatment Plant	3921 Stark Drive NW	0.64 Acres
Streets/Park Shop	3518 Bridge St. NW	0.40 Acres
City Hall	23340 Cree St. NW	0.10 Acres
Liquor Store	23307 St. Francis Blvd. NW	3.63 Acres
Fire/Police Station	3740 Bridge St. NW	0.50 Acres
Water Tower/Well house #1	3913 233 rd Ave. NW	0.54 Acres

Park Land Locations (All Areas Approximate)

Community Park/Warming House	22825 St. Francis Blvd. NW	6.3 Acres
Deer Creek Park	4138 232 nd Ave. NW	0.15 Acres
DeGardner Park	23575 De Gardner Circle	0.57 Acres
Durigan Locher Park	23248 Woodbine St. NW	0.46 Acres
Hidden Ponds Park	23950 Roanoke St. NW	6.0 Acres
Highland Woods Park	3060 233 rd Lane NW	0.32 Acres
Rum River Woods Park	22635 Vintage St. NW	0.86 Acres
Seeley Brook Park	4550 229 th Ave. NW	0.78 Acres
Woodbury Park	3646 Bridge St. NW	0.95 Acres
Royal Oaks Park	23031 Ivywood St. NW	0.15 Acres

City of St. Francis
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WORK/JOB REFERENCES
(Must Have 3 minimum)

The following work/job reference information must be completed as part of this proposal
Please include three reference of other job related to this type of work.

1. Company Name: _____ Contact Person: _____

Address: _____ City _____ State _____ Zip _____

Phone Number: _____

Date(s) of Service: _____

Type of Work
performed: _____

May we contact this reference: Yes _____ No _____

2. Company Name: _____ Contact Person: _____

Address: _____ City _____ State _____ Zip _____

Phone Number: _____

Date(s) of Service: _____

Type of Work
performed: _____

May we contact this reference: Yes _____ No _____

3. Company Name: _____ Contact Person: _____

Address: _____ City _____ State _____ Zip _____

Phone Number: _____

Date(s) of Service: _____

Type of Work
performed: _____

May we contact this reference: Yes _____ No _____

City of St. Francis
Lawn Care Proposal – 2011

DESCRIPTION OF EQUIPMENT

The following information must be completed as part of this proposal for each piece of equipment proposed to be furnished:

(Make Copies as Necessary for Multiple Units).

Contractors Name: _____

Unit No: _____

Type of Equipment: _____

Make/Model: _____

Year: _____ Serial Number: _____

Engine Make/Model: _____

Type of Engine (gas or diesel): _____ Horsepower: _____

Other Accessory
Equipment: _____

Location of Equipment: _____

Storage Point: _____

(Name of Community and Address): _____

City of St. Francis
Lawn Care Proposal – 2011

Proposal

This proposal MUST be received by: 5:00 p.m. on Monday, April 11, 2010

Address as Follows:

Mowing Proposal/City of St. Francis
C/O St. Francis City Clerk
23340 Cree Street
St. Francis, MN 55070

The undersigned agrees to furnish the services described in the Agreement for Lawn Care Services in accordance with the terms of this proposal and agreement at the rates entered below at such time as they may be requested by the City. A quotation may be rejected if any alteration or error is made in entering the rates.

Quotation rates must be entered in ink or typewritten.

LUMP SUM Amount FOR MOWING SERVICES – Locations are Attached

<u>Type of Service</u>	<u>Unit</u>	<u>Price</u>
1. City Parks & Property (All Locations/Entire Season)		
Lawn mowing, trimming, clipping	Seasonal Total =	\$ _____
(Full Season Amount only / Incremental Amounts <u>will be rejected</u>)		

HOURLY RATE FOR LAWN CARE SERVICES :

<u>Type of Service</u>		<u>Hourly Rate</u>
1. Lawn Mowing – general	PER HOUR	\$ _____
2. Trimming, clipping, cleaning	PER HOUR	\$ _____

The undersigned agrees to furnish the services described in the Agreement for Lawn Care Services in accordance with the terms of this proposal and agreement.

Contractor/Company Name: _____

Address: _____ City/ State/Zip _____

Telephone: _____ Email: _____

Signed : _____ Date : _____

Contact Persons (Minimum 2 Required):

1. Print _____ /Signed: _____ Cell #: _____

2. Print _____ /Signed: _____ Cell #: _____

St. Francis Revolving Loan Fund

Conceptual Structure

Loan Amounts:

- TBD by Council – \$^{\$2,500}10,000 TO \$50,000 cap recommended in early stage depending on fund capitalization
- Designed to leverage other financing programs as well as private financing provided by the commercial banking community.

Eligible Projects:

- All projects must be located in City of St. Francis.
- Borrowers must be a "for-profit" business.
- Business must be complimentary to existing St. Francis business community.
- At least 50% of the project financing must come from a private lender or private equity.
- Borrowers must have equity injection as determined by fund management.

Allowable Use of Proceeds:

- Loan proceeds can be used for fixed assets, including land, building machinery and equipment. Working capital will not be provided by the fund.

Interest Rates:

- Fixed rate loans will be available, with rates determined by market conditions at loan closing. Initial recommended rate is WSJ Prime Rate in effect at the time of loan closing.

Loan Term Length:

- The term of each loan will be commensurate with the life of the asset being financed.

Fees and Charges:

- A 1.5% loan packaging/processing fee payable to CMDC will be paid by all borrowers at the time of application submission.
- A servicing fee to CMDC of .5% of the outstanding loan balance will be charged on an ongoing basis and will be incorporated into the "effective" rate charged to the borrower.
- Borrowers are responsible for paying all legal and other loan closing costs.

Management

- The Fund will be governed by the St. Francis City Council or a sub group thereof as determined by the City of St. Francis.
- Management services will be provided by Central Minnesota Development Company, a locally based SBA Certified Development Company.
- CMDC will provide all loan packaging, marketing and underwriting services for the Fund.
- CMDC will also provide loan servicing and report as needed to City staff and the Council.

Why CMDC?

- Good business and investment practices are important. CMDC has the professional staff, sophisticated investment analysts and seasoned management to give it the unique capacity to manage revolving loan funds for local communities. This is why CMDC is the only Certified Development Company that has been selected to manage the Urban Initiative Fund for the State of Minnesota. CMDC has over 30 years of experience as a lender in the north suburban market.
- Local revolving loan funds are often managed by volunteer Council of directors and/ or city staff. Some may be inexperienced in economic development and lending. CMDC supports communities and volunteer Councils by providing continuity and consistency.
- Through CMDC's network, other funding programs will be attracted to the community to be used in conjunction with the local revolving loan fund.

What are the Costs?

- CMDC will assess an administrative fee to help defray costs incurred while providing program marketing services, meetings with clients, meetings with staff and the Council. The administrative fee will be 1/12 of 2% of the balance of all loans outstanding in the portfolio on the first day of each month.
- CMDC will package, process and service all loans on behalf of the Fund. A loan packaging/processing fee of 1.5% will be charged on all loans plus an ongoing (.5%) servicing fee. These fees are consistent with the SBA 540 program.
- The Fund will retain all interest earnings associated with the loan portfolio. The Fund will determine the depository for loan payments received from borrowers.