

CITY OF ST. FRANCIS CITY
COUNCIL AGENDA

March 7, 2016

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

1. Call to Order/Pledge of Allegiance
2. Roll Call
3. Adopt Agenda
4. Consent Agenda
 - a. City Council Minutes – February 16, 2016
 - b. Acknowledge the URRWMO 2/15/16 4th Generation Plan Meeting Minutes – Unapproved
 - c. Acknowledge the URRWMO January 26, 2016 Meeting Minutes – Unapproved
 - d. Genesis Site Lease Agreement
 - e. Accept the Resignation of Police Chief Jeff Harapat
 - f. Payment of Claims
5. Meeting Open to the Public - *Open Forum is an opportunity for citizens to sign up before the Council meeting and present an issue or concern to City Council. Each presentation should be limited to no more than three minutes unless City Council grants more time.*
6. Petitions, Requests, Applications
 - a. Charter Amendment: Public Hearing
 - b. Rod Royce – Veteran Memorial Request
7. Ordinances & Resolution
 - a. Ordinance 214, Second Series: Amending City Code Chapter 6 Section 3 entitled “Dances” (First Reading)
 - b. Ordinance 215, Second Series: Amending the City Charter Relating to “Council Meetings” (First Reading)
 - c. Ordinance 216, Second Series: Tobacco Ordinance (First Reading)
 - d. Ordinance 217, Second Series: Drug Paraphernalia (First Reading)
8. Reports of Consultants & Staff Members
 - a. Engineer:
 - 1) Pederson Drive Safety Improvement Project
 - a. Approving Plans & Specs Resolution 2016-04
 - b. Parking Restrictions 2016-05
 - 2) MnDOT Agreement No. 1002460 – Resolution 2016-06
 - b. Attorney:
 - 1) Meeting Pursuant to Minn. Stat. Sec. 13D.05, Subd. 2 to consider allegations against employee subject to council authority – Employee requested open meeting
 - 2) Closed Meeting Pursuant to Minn. Stat. Sec. 13D to develop offers for the sale of real property. The property in question is described as follows: Sect-22 Twp-034 Range-024 (183.55 Acres in Isanti County) SE/4 FCT & E/2 of SW/4
 - c. Staff:
 - Finance:
 - Fire:
 - Public Works:
 - Liquor Store:
 - Police:
 - City Administrator: Police Chief Job Description
9. Reports from Council Members
10. Report from Mayor
11. Old Business
12. New Business
13. Adjournment

Calendar of Events

- Mar 13: Daylight Savings Time starts at 2:00 am
Mar 16: ~~Planning Comm. Meeting @ ISD #15 Central Services Center (District Offices) 7:00 pm - Cancelled~~
Mar 21: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm

MEMO

TO: Mayor & City Council

FROM: Joe Kohlmann, City Administrator

RE: Agenda Memorandum – March 7th, 2016 Council Meeting

Agenda Items:

4. Consent Agenda:

- a. City Council Minutes – February 16th, 2016
- b. Acknowledge URRWMO 2/15/16 Minutes – Unapproved
- c. Acknowledge URRWMO 1/26/26 Minutes – Unapproved
- d. Genesis Site Lease Agreement
- e. Accept the Resignation of Police Chief Jeff Harapat
- f. Payment of Claims

6. Petitions, Requests, Applications:

- a. Charter Amendment – Public Hearing – This City Charter amendment would provide the City Council the ability to remove meetings (such as second meeting in December) by resolution. Resolution is much quicker than action by Ordinance.
- b. Rod Royce – Veterans Memorial Request. Rod Royce will be in attendance to request the City consider a Veterans Memorial.

7. Ordinances & Resolutions:

- a. Ordinance 214, Second Series: (First Reading) Amending City Code Chapter 6 Section 3 entitled “Dances” – This Ordinance revision removes the stipulation that dances must have a licensed police officer at the dance. It is replaced by requiring them to have “...security personnel as are necessary and sufficient to provide for adequate security and protection..”. It also changes the dance from 1:00 a.m. to midnight.
- b. Ordinance 215, Second Series: (First Reading) Amending City Charter Relating to “Council Meetings”. This allows Council to change meetings by resolution versus ordinance.
- c. Ordinance 216, Second Series: (First Reading) Tobacco Ordinance. A Memo from the City Attorney’s Office explains this is an update to include electronic cigarettes in the Tobacco Ordinance.
- d. Ordinance 217, Second Series: (First Reading) Drug Paraphernalia. This is a new ordinance to strengthen the regulation of drug paraphernalia in the City.

8. Reports:

- a. **Engineer:**

- 1) Pederson Drive Safety Improvement Project
 - a. Resolution 2016-04 Approving Plans and Specs
 - b. Resolution 2016-05 Parking Restrictions

2) Resolution 2016-06 - MnDOT Agreement No. 1002460 – Allows the City And MnDOT to work closely and transfer funds for road/lighting maintenance.

b. Attorney:

(Employee requested it to be open and city attorney will lead discussion)

- 1) Meeting Pursuant to MN Statute Section 13D.05, Subd. 2 to consider allegations against employee subject to council authority.

- 2) Closed Meeting Pursuant to MN Statute Section 13D to develop offers for the sale of real property (180 acres).

c. Staff:

Finance:

Fire:

Public Works:

Liquor Store:

Police:

City Administrator: Police Chief Job Description/Process. The current Police Chief Job Description requires some updates to broaden the applicant pool internally. Also, the City Attorney has drafted a Memo outlining the process. The three outstanding issues include:

- 1) Interview Panel
- 2) Number of interviews
- 3) Set dates to interview candidates, appoint on April 18th Council Meeting.

11. Old Business:

12. New Business:

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

CITY COUNCIL MINUTES

FEBRUARY 16, 2016

1. **Call to Order:** The regular City Council Meeting was called to order by Mayor Steve Kane at 6:00 pm.
2. **Roll Call:** Present were Mayor Steve Kane, Council members Richard Orpen, Rich Skordahl, and Tim Brown. Chris McClish excused. Also present were City Engineer Cody Holmes (Bolton & Menk, Inc.), Assistant City Attorney Dave Schaps (Barna, Guzy & Steffen), Public Works Director Paul Teicher, Police Chief Jeff Harapat, Fire Chief Matt Kohout, City Finance Director Darcy Mulvihill, Community Development Director Kate Thunstrom, City Administrator Joe Kohlmann, and City Clerk Barb Held.
3. **Adopt Agenda:** MOTION BY BROWN SECOND ORPEN TO ADOPT THE FEBRUARY 16, 2016 CITY COUNCIL AGENDA. Motion carried 4 -0.
4. **Consent Agenda:** MOTION BY SKORDAHL SECOND ORPEN TO APPROVE THE FEBRUARY 16, 2016, CITY COUNCIL CONSENT AGENDA A-D AS FOLLOWS:
 - a. City Council Minutes – February 1, 2016
 - b. Pay Request No. 7 in the amount of \$844,399.00 to Gridor Construction, Inc. for the Wastewater Treatment Facility Improvements
 - c. Appoint Jared Belter, Tom Gagnon, Joseph Lawrence, Logan Robinson and Chad Schroeder as Paid On-Call St. Francis Fire Fighters
 - d. Payment of Claims \$1,268,807.18 (ACH 138E-142E \$132,769.48 Checks 70278-70344 \$1,136,037.70) Motion carried 4 -0.
5. **Meeting Open to the Public:** Steve Feldman, 22766 Poppy Street stated he has not spoken recently about Poppy Street because he was waiting for the Police Chief's results on the speed/traffic study completed on Poppy Street. Feldman is requesting a stop sign be placed at the intersection of Silverod Street and Poppy Street for the north/south traffic. The police presence has been seen on Poppy Street but they cannot be there all the time. The times of the most traffic and the higher speeds are from 7:00-7:30 am, 2:30-3:30 pm and in the early evening. This is a residential street and the speed limit should be 30 mph instead of 50 mph. I think if a stop sign will help slow the traffic down.
6. **Petitions, Requests, Applications:**
7. **Ordinances & Resolution:**
 - a. **Ordinance 214, Second Series: Amending City Code Chapter 6 Section 3 entitled "Dances":** Police Chief Jeff Harapat discussed the changes to the dance ordinance with the city council. The two main changes to the ordinance was the ability for permit holders

to hire their own security and the time change for when the music needs to shut down. There is still some discussion I would like to have with the attorney to clarify some of the language in the amended ordinance. MOTION BY ORPEN SECOND BROWN TO CONTINUE THE FIRST READING OF ORDINANCE 214, SECOND SERIES AMENDING CITY CODE CHAPTER 6, SECTION 3 ENTITLED “DANCES” UNTIL THE NEXT MEETING. Motion carried 4-0.

b. Resolution 2016-03: Supporting Principles for Reform for the Metropolitan Council: Anoka County Commissioner Matt Look addressed the City Council on the Met Council Reform. The Metropolitan Council was formed in 1967 to provide regional planning for the Twin Cities area. They were the first in the country for larger regional communities. Most other large metropolitan communities in other state have elected officials. Anoka County is one of four counties who have become increasingly concerned with a lack of accountability from the Metropolitan Council. Part of the concern is they are a regional planning agency for the Minneapolis-St. Paul Metropolitan area with broad authority, including the ability to levy taxes, charge fees and set regional policy and are appointed not elected members. A resolution was drafted in support of changing the structure of the Metropolitan Council. MOTION BY BROWN SECOND ORPEN TO ADOPT RESOLUTION 2016-03 A RESOLUTION SUPPORTING PRINCIPLES FOR REFORM FOR THE METROPOLITAN COUNCIL. Motion carried 4-0. The City Council thanked Commission Look for bringing this forward and seems like it is long overdue.

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

a. **Engineer:**

b. **Attorney:**

c. **Staff:**

Finance:

Fire:

Public Works:

Liquor Store:

Police: New Sites for Rifles: Chief Harapat reported this is something that was recently brought to their attention. The site they are currently using on the rifles have been involved in a Federal lawsuit. We took them off the rifles and are currently relying on open sights. The officers will be retrained with the open sites. The cost of new sites is an unbudgeted item. Chief Harapat stated he is currently filling out paperwork for reimbursement. We are hoping to receive some form of reimbursement but the cost of the new ones could be approximately \$8,000. Brown asked how important are these sites? Chief Harapat stated we should have them but hope we don't have to use them. Chief Harapat stated due to the gas prices lower than expected, we might have funds in our budget to purchase these items. Skordahl asked about going in with another agency(s). Chief Harapat said he has been in touch with Anoka County Sheriff's Department. Orpen asked about the age of the existing sites and would recommend going with the type of site Anoka County purchases. MOTION BY SKORDAHL SECOND BROWN AUTHORIZING THE POLICE DEPARTMENT TO PURCHASE NEW SITES FOR THE RIFLES. Motion carried 4-0.

City Administrator:

9. **Reports from Council Members:**
10. **Report from Mayor:**
11. **Old Business:**
12. **New Business:**
13. **Adjournment:** Mayor Kane adjourned the City Council meeting at 6:24 pm.

Barbara I. Held, City Clerk

Upper Rum River Watershed Management Organization
Meeting Minutes for January 26, 2016

1. CALL TO ORDER

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

2. ROLL CALL

Present: Dan Denno, Chair
Lan Tornes, Vice Chair
Todd Miller
John Wangensteen
Kevin Armstrong, Secretary
Scott Heaton
Ann Arcand
Malcolm Vinger II
Randy Bettinger
Brian Mundle

Absent: Calvin Bahr
Richard Orpen

Audience: Jamie Schurbon, Anoka Conservation District (ACD)
Dan Fabian, Minnesota Board of Water & Soil Resources (BWSR)

3. APPROVAL OF AGENDA

Vinger moved and Tornes seconded to approve the agenda as presented. Motion carried.

4. APPROVAL OF MINUTES

Vinger moved and Arcand seconded to approve the November 10 and December 8, 2015 minutes as written. Motion carried. Mundle abstained.

5. TREASURER'S REPORT

A. Financial report - As of 12/31/15 total fund balance is \$6,842.78. **Vinger moved and Tornes seconded to approve the Treasurer's report as presented. Motion carried.**

B. Audit – Hard copies were distributed. Only comment received was that market value percentages used for auditing purposes need to be updated. **Heaton moved and Arcand seconded to approve the audit as presented. Motion carried.**

6. UNFINISHED BUSINESS

A. 4th Generation Watershed

1. ACD \$10,000 incentive proposal – There were no questions and no discussion.

2. Award bid – Each board member shared their thoughts and views on the bids received. **Vinger moved and Bettinger seconded to award the 4th Generation Watershed Plan bid to MSA for \$23,000 for an approved and accepted plan.** Vote: 5 yes, 4 no, 1 abstain. **Motion carried.** Denno will contact WSB regarding the bid award.

3. Review comments on initiation announcement – Denno will provide all received comments to MSA.

7. NEW BUSINESS

A. 2016 Water Monitoring and Management Contract with ACD – **Armstrong moved and Vinger seconded to accept and approve the 2016 Water Monitoring and Management Contract with ACD for \$9,758. Motion carried.**

8. MAIL

LMCIT dividend check for \$962.

9. OTHER

Armstrong suggested scheduling a meeting in February to start working on the 4th Gen Plan. **Armstrong moved and Tornes seconded to schedule a meeting for Monday, February 15, 2016 for 7:00 pm at Sandhill Center for the Arts in Bethel. Motion carried.**

10. INVOICE APPROVAL(S)

- A. Recording secretary December invoice \$175.00
- B. Anoka Conservation District Invoice #2015226 for \$798.00
- C. Michael W. Pofahl Audit Invoice \$600.00

Vinger moved and Tornes seconded to approve the recording secretary invoice for \$175.00, Anoka Conservation District invoice for \$798.00, and Michael W. Pofahl invoice for \$600.00. Motion carried.

11. ADJOURN

Heaton moved and Armstrong seconded to adjourn at 7:53 pm. Motion carried.

Gail Gessner, Recording Secretary
Submitted 1/26/16

Upper Rum River Water Management Organization
Meeting Minutes for February 14, 2016

Chair Denno called the meeting to order at 7:08 pm.

Present: Dan Denno, Chair
Todd Miller
Ann Arcand
Randy Bettinger
Lan Tornes, Vice Chair
Kevin Armstrong, Secretary
Malcolm Vinger II
Brian Mundle

Absent: John Wangensteen
Calvin Bahr
Scott Heaton
Richard Orpen

Audience: Charles Schwartz, MSA
Eric Thompson, MSA
Sarah Luck, MSA via video

No one from the public in attendance.

This was a 10 year 4th Generation Plan (Plan) topic meeting.

1. Introductions / Agenda Discussion

All attendees introduced themselves. MSA stated that they wanted dialog with the Board to find out what its visions and goals are for the Plan.

Mr. Thompson reported that only eight responses were received out of the 19 initial requests for comments sent out by Anoka Conservation District (ACD). One very clear comment in the responses received is that public involvement is very important in the writing of this Plan. MSA stated that it will work to get the public and various groups involved in the process. Mr. Armstrong agreed that being proactive in reaching out to other organizations is essential and believes that a plan of action needs to be drafted on who and how to reach out.

Mr. Denno stated that he prefers that the Plan address only what is required by statutory requirements as a WMO; thus not getting too involved in cities' business and regulations.

Discussed who to reach out to and how to contact the various entities. **Consensus of the Board was to direct MSA to draft a follow-up letter requesting input to the Plan, to direct ACD to post a notice on the URRWMO website stating it is starting the planning process for the 4th Generation Plan and that input is requested for the Plan, and to direct Ms. Gessner to contact member cities with a request to post the same notice on the city's website with a link to the URRWMO website.** MSA will write the one-page letter/notice that includes overview, topics of priority, introduction of MSA, 60 day deadlines, a request to be on association/organizations' agendas, and a list of recipients. This will be sent to Mr. Tornes and Mr. Armstrong for approval prior to distribution.

2. Plan Update

Mr. Thompson provided a presentation of the current 2007 Plan with notations of needed/suggested items to be included in the new Plan; each item was reviewed and/or discussed.

A. Board

The Board was asked to again review the suggested updates presented and to decide what is wanted in the Plan.

B. MSA

Will create a Dropbox for URRWMO that will house correspondence, presentations, and other information. Contact Jamie Schurbon at ACD to get contacts and contact information for relevant groups. Write a one-page letter/notice that includes overview, topics of priority, introduction of MSA, and list of recipients for approval before distributing. Begin dialogue with cities regarding any specific water resources issues or concerns they may have; ask about local plans, ordinances, system maps, H/H/WQ studies. Contact groups via phone to give overview, ask about their priorities for the watershed, see if they know of any other groups to involve, ask about their meeting schedule, and invite them to URRWMO meetings/offer to participate in their meetings. Get in touch with the MN Pollution Control Agency to obtain preliminary information regarding the Rum River WRAPS; specific information might be expected to include water quality findings and recommended action/implementation plans. Contact BWSR to discuss several general requirements, but also discern what constitutes the minimum plan to be approved.

3. Public Meeting

Next 4th Generation Plan topic meeting is scheduled for April 4, 2016 at 7:00 pm at Oak Grove City Hall, with MSA providing the agenda.

4. Moving Forward/Schedule

MSA's goal is to have the Plan completed by August 2016, in order to provide sufficient time for all parties to review and comment on the Plan prior to finalization.

5. Adjourn

Mr. Vinger moved and Mr. Armstrong seconded to adjourn at 9:06 pm. Motion carried.

Gail Gessner
Recording Secretary
Submitted: 2/18/16

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2016, by and between the City of St. Francis, a Minnesota municipal corporation (hereinafter referred to as the "City"), and Genesis Wireless (hereinafter referred to as "Lessee").

WHEREAS, the City owns a municipal water tower located at 3913 233 Ave NW (the "Tower"); and

WHEREAS, Lessee is in the business of selling wireless communication services to the public and desires to install their wireless communication equipment on the Tower; and

WHEREAS, the City is willing to permit the installation of wireless communication equipment on the Tower by Lessee, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, together with the promises, warranties, conditions, and covenants contained in this Agreement, the parties agree as follows:

1. Lease. The City, in consideration of the exchange of service described in Section 2 hereof, together with other good and valuable consideration, does hereby demise, lease, and let unto Lessee, and Lessee does hereby agree to lease from the City, space on the Tower for the installation of certain wireless communication equipment and facilities described on **Exhibit A** attached hereto and incorporated herein by reference (the "Equipment and Facilities"). The Equipment and Facilities shall be limited to those described on **Exhibit A** and shall not be altered, enlarged, moved, modified, or expanded without the prior written consent of the City.

2. Exchange of Services. In lieu of the payment of rent to the City, Lessee shall provide services to the City valued at Seven Hundred Fifty Dollars (\$750.00) per month during the term of this Agreement, the value of which shall be determined by Lessee's current price list, which may be modified by Lessee from time to time. Specifically, Lessee agrees to provide the services described on **Exhibit B** attached hereto and incorporated herein by reference (the "Services"). In the event Lessee fails to provide services valued at \$750.00 in any month, the City shall be entitled to credit only the amount of any shortfall towards system and equipment upgrades (no cash value) to be provided by Lessee at the discretion of the City.

3. Term and Termination. The term of this Agreement shall be for an initial period of five (5) years commencing on _____, 2016, and ending on _____, 2021 (the "Initial Term"). Lessee may extend this Agreement for successive terms of one (1) year (each, a "Renewal Term") by providing the City written notice of intent to renew at least ninety (90) days prior to the expiration of the Initial Term and each successive Renewal Term, as applicable. During the Initial Term and any Renewal Term, the City may terminate this Agreement for any reason or for no reason by providing at least ninety (90) days written notice of its intent to terminate.

4. **Disruption in Service.** Lessee expressly agrees and acknowledges that the Services are integral to the City's operations and emergency responders. Accordingly, disruptions in Services shall be kept to a minimum. In the event of a disruption in Services, Lessee shall immediately dispatch appropriate personnel to repair and restore the Services. In the event a disruption in the Services lasts more than seven (7) days, the City may elect to immediately terminate this Agreement.

5. **Access.** Lessee agrees and acknowledges that unrestricted access to the Tower is not reasonable. The City agrees and acknowledges that Lessee needs reasonable access to the Tower to repair and maintain the Equipment and Facilities located thereon. Accordingly, the parties agree that Lessee shall be required to notify the City prior to accessing the Tower for any reason and the City shall provide such access upon reasonable notice by Lessee. In the event of a disruption in the Services or other non-routine inspections or repairs, the City shall make all reasonable efforts to provide Lessee with access to the Tower as soon as practicable. In case of emergency requiring immediate access to the Tower, the City will provide Genesis with an emergency contact number. If Genesis calls said emergency contact number, appropriate city personnel will be immediately dispatched to provide Genesis with access to the Tower. Genesis will be responsible for all costs incurred by the City in connection with said call-out, including all wages (2 hour minimum) of the dispatched employee and related expenses.

6. **Utilities.** Lessee shall be responsible for providing its own electrical service at the Tower and shall pay all costs and expenses incurred in connection therewith.

7. **Repairs and Maintenance.** Lessee shall be responsible for all repairs and maintenance to be performed on the Equipment and Facilities. Lessee shall maintain the Equipment and Facilities in a manner that is safe to the public and to any agents or employees of the City who may be working at or near the Tower. Lessee shall comply with all applicable safety regulations and follow all appropriate safety procedures during the installation, maintenance, repair, and/or removal of the Equipment and Facilities.

8. **Inspection.** The City reserves the right to have the Equipment and Facilities inspected at any time. In the event such inspection determines the Equipment and Facilities have not been properly installed, maintained, repaired and/or removed, or the integrity of the Tower has been compromised in any way as a result of the installation, maintenance, repair and/or removal of the Equipment and Facilities, the City shall provide Lessee with written notice of such deficiency, whereafter Lessee will have ten (10) days to correct such deficiency at its sole cost and expense. Notwithstanding the foregoing, in the event such deficiency is deemed critical to the integrity of the Tower, the City may elect to immediately correct such deficiency, with the costs of such corrective action being the sole and exclusive responsibility of Lessee.

9. **Insurance.** Lessee shall procure and maintain a policy or policies of insurance at its own cost and expense insuring the City and Lessee from all claims, demands, or actions made by or on behalf of any person or persons, firm, corporation, or other entity arising from, related to, or connected with Lessee's operations at the Tower, for injury to or death of one or more persons, and for damage to property in the combined single limit of not less than \$2,000,000.00 for each occurrence. Said insurance shall not be subject to cancellation except after at least thirty

(30) days prior written notice to the City, and the policy or policies or duly executed certificate or certificates for the same together with satisfactory evidence of the payment of premium thereon shall be provided to the City. If Lessee fails to comply with such requirement, the City may obtain such insurance and keep the same in effect, in which case Lessee shall immediately reimburse the City for all costs incurred in connection therewith, or, in the alternative, the City may elect to terminate this Agreement without notice to Lessee.

10. Redelivery and Restoration of Premises. Upon the expiration or termination of this Agreement, Lessee agrees to return the Tower peaceably and promptly to the City in as good of condition as the same now is or may hereafter be put in, ordinary wear and tear excepted. Lessee, at its sole cost and expense, shall remove all Equipment and Facilities installed by Lessee on the Tower and to make such repairs as are required to restore the Tower in accordance with the foregoing. If Lessee fails to remove all Equipment and Facilities and restore the Tower within thirty (30) days following the expiration or termination of this Agreement, the City may remove the Equipment and Facilities and restore the Tower and bill all costs incurred by the City in connection therewith to Lessee.

11. Indemnification by Lessee. Lessee shall indemnify and hold the City harmless from and against any and all claims, causes of action, losses, or damages, including costs and reasonable attorneys' fees, whether to person(s) or property, arising from or relating to any act, omission, or negligence of Lessee or Lessee's officers, agents, servants, employees, licensees, or contractors on or about the Tower during the term of this Agreement.

12. Default.

(A) Lessee shall be deemed to be in default under this Agreement in the event Lessee:

- (1) fails to provide the Services as provided for herein; or
- (2) fails to comply with any other provision of this Agreement; or
- (3) dissolves or becomes insolvent, however defined, or is generally not paying its debts as they become due, or makes an assignment for the benefit of creditors, or a receiver or trustee is appointed for Lessee or its property, or Lessee commences or has commenced against it proceedings under any bankruptcy, reorganization, arrangement, insolvency, or readjustment of debt, dissolution or liquidation laws, either of the United States or any state thereof; or
- (4) ceases to conduct its normal business operations or vacates or abandons the Tower.

(B) In the event of a breach of this Agreement by Lessee, the City, in addition to all other rights and remedies it may have, legal or equitable, shall have the immediate right of re-entry and may remove all persons and property from the Tower. In addition, the City may either terminate this Agreement or, without terminating this Agreement, re-let the Tower or any part

thereof for such term or terms and on such other terms and conditions as the City shall deem advisable, in its sole discretion. Lessee shall be responsible for all costs and expenses incurred by the City incurred as a result of such breach, including reasonable attorneys' fees.

13. Lien. Lessee hereby grants a security interest to the City in and to the Equipment and Facilities located or to be located on the Tower to secure the payment and performance of Lessee's obligations hereunder, including, without limitation, Lessee's obligation to provide the Services. At the request of the City, Lessee shall execute and deliver to the City such UCC financing statements and other documents as may be necessary under applicable laws to perfect, preserve, maintain and continue such security interest.

14. Notice. Any notice or document required or permitted to be given or delivered hereunder shall be deemed to be given or delivered when personally delivered to or deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to, the respective parties hereto at the following addresses or at such other addresses as they may specify by written notice in accordance herewith:

If to the City:

City of St. Francis
Attn: _____

If to Lessee:

Genesis Wireless
Attn: _____

15. Assignment. This Agreement shall not be assignable by Lessee without the prior written consent of the City.

16. Subleasing. In no event may Lessee sublet all or any part of the Tower.

17. Waiver. The waiver by the City of, or the failure of the City to take action with respect to any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this Agreement.

18. Invalidity. If any part of this Agreement or any part of any provision hereof shall be adjudicated to be void or invalid, then the remaining provisions hereof not specifically so adjudicated to be invalid, shall be enforced without reference to the part or portion so adjudicated, insofar as such remaining provisions are capable of enforcement.

19. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.

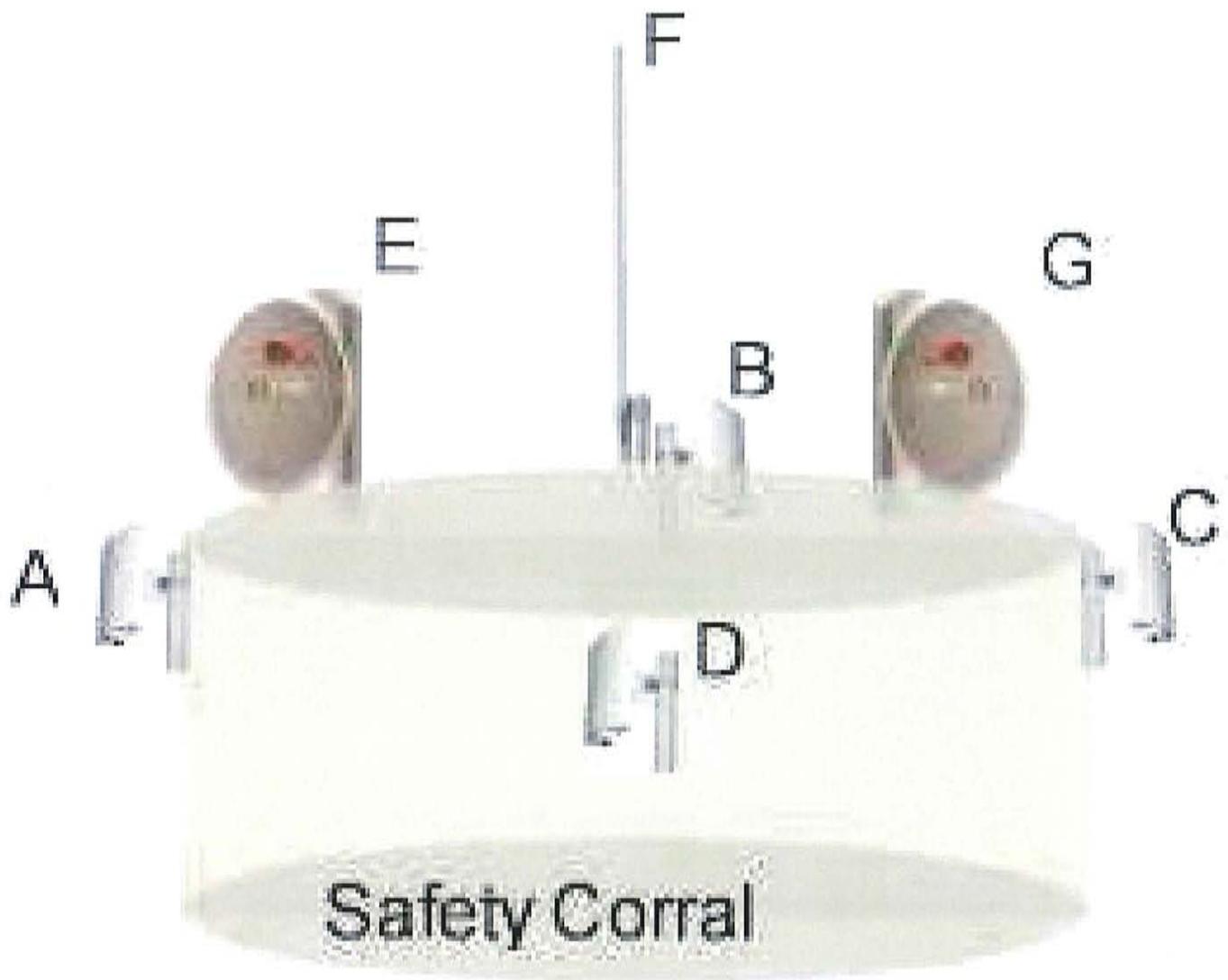
20. **Headings.** The headings and subsections of this Agreement are for convenience or reference only.

21. **Successors and Assigns.** Each of the covenants, provisions, terms, and agreements of this Agreement shall inure to the benefit of and shall be obligatory upon the respective successors and permitted assigns of the parties hereto.

22. **Entire Agreement; Modification.** This Agreement and the Exhibits hereto contain the entire agreement of the parties regarding the subject matter hereof. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT A



A-D 2.4/5.2-5.8GHz Sector Antennas

E, G 5.2-8GHz Parabolic Point-to-Point Antennas

F 900MHz Omni Antenna

EXHIBIT B

EXCHANGE OF SERVICES

As per Genesis Price List

49.95 = 768 kbps - single user

99.95 = 1.5Mbps – multi users Includes one (1) Static IP address

149.95 = 2 Mbps Managed WiFi bandwidth for multi-users

MRC= Monthly Recurring Charge NRC=Non Recurring Charge

| | <u>MRC</u> | <u>NRC (Equipment and Labor; web content on WiFi)</u> |
|-----------------------|---------------|---|
| FIRE DEPARTMENT | 99.95 | 595 |
| Street Dept. Pickup | 49.95 | 595 |
| CITY HALL WiFi | 149.95 | 995 |
| STREET DEPARTMENT | 99.95 | 599 |
| WATER TREATMENT PLANT | 149.95 | 995 |
| COMMUNITY PARK WiFi | <u>149.95</u> | <u>995</u> |

MRC 699.70 NRC \$4770

*NRC current and future will be credited towards monthly lease obligations

Genesis will re-install with new CPE for all installations.

WiFi application includes receiver radio plus WiFi radio/antenna for broadcasts to WiFi customers. WiFi does involve web/content programming. Genesis would work with the City of St. Francis to establish web content and user/access policy for all WiFi nodes.

Genesis would expand broadcast points to develop infrastructure for expanded wireless coverage throughout the city as needs arise.



St. Francis Police Department

Jeffrey Harapat, Chief of Police

March 3, 2016

Joe Kohlmann

City Administrator

City of St. Francis

Dear Administrator Kohlmann:

This letter is my official notification to you and the City of St. Francis that April 28, 2016 will be my last day of work, before my retirement from the St. Francis Police Department. I am excited about my impending retirement but want to thank you, elected officials and the citizens of this community for allowing me the opportunity to serve it over the last 30 years.

I plan to work right up until my retirement date and hope I have an opportunity to assist the new Chief of Police in any way I can, before or after I leave.

I have enjoyed working for the City of St. Francis and will miss my city employees and my department's personnel a great deal. Although there are some large challenges ahead for this community, I do not believe it could be in better hands.

Please feel free to contact me if there is anything I need to do prior to leaving, such as HR paper work.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey J. Harapat".

Jeffrey J. Harapat



PAYMENT BATCH AP 03-07-16

ACE SOLID WASTE, INC.

| | | | | | |
|------------|---------|-----------------|-------------------------|---------|----------|
| 03/01/2016 | 1594695 | E 101-42110-384 | Refuse/Garbage Disposal | GARBAGE | 66.11 |
| 03/01/2016 | 1594695 | E 101-42210-384 | Refuse/Garbage Disposal | GARBAGE | 36.38 |
| 03/01/2016 | 1594695 | E 101-43100-384 | Refuse/Garbage Disposal | GARBAGE | 47.14 |
| 03/01/2016 | 1594695 | E 101-43100-384 | Refuse/Garbage Disposal | GARBAGE | 16.52 |
| 03/01/2016 | 1594695 | E 101-43210-384 | Refuse/Garbage Disposal | GARBAGE | 44.42 |
| 03/01/2016 | 1594695 | E 101-45200-384 | Refuse/Garbage Disposal | GARBAGE | 16.53 |
| 03/01/2016 | 1594695 | E 101-45200-384 | Refuse/Garbage Disposal | GARBAGE | 47.14 |
| 03/01/2016 | 1594695 | E 601-49440-384 | Refuse/Garbage Disposal | GARBAGE | 67.35 |
| 03/01/2016 | 1594695 | E 601-49440-384 | Refuse/Garbage Disposal | GARBAGE | 16.53 |
| 03/01/2016 | 1594695 | E 602-49490-384 | Refuse/Garbage Disposal | GARBAGE | 16.53 |
| 03/01/2016 | 1594695 | E 602-49490-384 | Refuse/Garbage Disposal | GARBAGE | 67.34 |
| 03/01/2016 | 1594695 | E 609-49750-384 | Refuse/Garbage Disposal | GARBAGE | 144.67 |
| | | | | | \$586.66 |

ANOKA AREA CHAMBER OF COMMERC

| | | | | | |
|------------|-------|-----------------|------------------------|-------------------------|---------|
| 02/16/2016 | 23794 | E 101-41400-433 | Dues and Subscriptions | MONTHLY CHAMBER LUNCHEO | 15.00 |
| | | | | | \$15.00 |

ANOKA COUNTY CENTRAL COMM.

| | | | | | |
|------------|---------|-----------------|----------------------|----------------|-------------|
| 02/11/2016 | 2016004 | E 402-42110-550 | C-O-L Motor Vehicles | EQUIPMENT | 4,427.50 |
| 02/11/2016 | 2016007 | E 101-42110-321 | Telephone | PORTABLE RADIO | 15,903.75 |
| | | | | | \$20,331.25 |

ASPEN MILLS

| | | | | | |
|------------|--------|-----------------|-------------------|---------------------|-----------|
| 02/13/2016 | 177161 | E 101-42210-437 | Uniform Allowance | BADGE - DEHN | 14.85 |
| 02/20/2016 | CM3122 | E 101-42110-437 | Uniform Allowance | RETURN-LORI ROBERTS | (93.00) |
| | | | | | \$(78.15) |

ASSURANT EMPLOYEE BENEFITS

| | | | | | |
|------------|-------|-----------------|-------------------------|---------------|------------|
| | | E 101-41400-130 | Employer Paid Insurance | MARCH PREMIUM | 192.12 |
| | | E 101-41500-130 | Employer Paid Insurance | MARCH PREMIUM | 72.31 |
| | | E 101-41910-130 | Employer Paid Insurance | MARCH PREMIUM | 66.99 |
| | | E 101-42110-130 | Employer Paid Insurance | MARCH PREMIUM | 753.82 |
| | | E 101-42400-130 | Employer Paid Insurance | MARCH PREMIUM | 110.00 |
| | | E 101-43100-130 | Employer Paid Insurance | MARCH PREMIUM | 149.94 |
| | | E 101-43210-130 | Employer Paid Insurance | MARCH PREMIUM | 33.32 |
| | | E 101-45200-130 | Employer Paid Insurance | MARCH PREMIUM | 149.94 |
| | | E 601-49440-130 | Employer Paid Insurance | MARCH PREMIUM | 55.54 |
| | | E 602-49490-130 | Employer Paid Insurance | MARCH PREMIUM | 55.54 |
| | | E 609-49750-130 | Employer Paid Insurance | MARCH PREMIUM | 119.65 |
| 02/19/2016 | .0316 | E 101-41400-130 | Employer Paid Insurance | | 192.12 |
| 02/19/2016 | .0316 | E 101-41500-130 | Employer Paid Insurance | | 72.31 |
| 02/19/2016 | .0316 | E 101-41910-130 | Employer Paid Insurance | | 66.99 |
| 02/19/2016 | .0316 | E 101-42110-130 | Employer Paid Insurance | | 753.82 |
| 02/19/2016 | .0316 | E 101-42400-130 | Employer Paid Insurance | | 110.00 |
| 02/19/2016 | .0316 | E 101-43100-130 | Employer Paid Insurance | | 149.94 |
| 02/19/2016 | .0316 | E 101-43210-130 | Employer Paid Insurance | | 33.32 |
| 02/19/2016 | .0316 | E 101-45200-130 | Employer Paid Insurance | | 149.94 |
| 02/19/2016 | .0316 | E 601-49440-130 | Employer Paid Insurance | | 55.54 |
| 02/19/2016 | .0316 | E 602-49490-130 | Employer Paid Insurance | | 55.54 |
| 02/19/2016 | .0316 | E 609-49750-130 | Employer Paid Insurance | | 119.65 |
| | | | | | \$3,518.34 |

BELLBOY CORPORATION

| | | | | | |
|------------|----------|-----------------|--------------------------|---------|----------|
| 02/09/2016 | 52226900 | E 609-49751-206 | Freight and Fuel Charges | FREIGHT | 17.05 |
| 02/09/2016 | 52226900 | E 609-49751-251 | Liquor For Resale | LIQUOR | 1,899.60 |

\$1,916.65

BERNICK COMPANIES, THE

| | | | | | |
|------------|-------|-----------------|---------------------------|------|----------|
| 02/19/2016 | 88819 | E 609-49751-254 | Miscellaneous Merchandise | MISC | 25.00 |
| 02/19/2016 | 88820 | E 609-49751-252 | Beer For Resale | BEER | 89.20 |
| | | | | | <hr/> |
| | | | | | \$114.20 |

BOLTON & MENK, INC.

| | | | | | |
|------------|---------|-------------|--------------------------|------|-------------|
| 01/31/2016 | 0187221 | G 602-16500 | Construction in Progress | WWTP | 75,154.88 |
| | | | | | <hr/> |
| | | | | | \$75,154.88 |

BREAKTHRU BEVERAGE

| | | | | | |
|------------|------------|-----------------|--------------------------|---------|-------------|
| 02/04/2016 | 2080125714 | E 609-49751-251 | Liquor For Resale | LIQUOR | (12.68) |
| 02/11/2016 | 1080434149 | E 609-49751-206 | Freight and Fuel Charges | FREIGHT | 46.40 |
| 02/11/2016 | 1080434149 | E 609-49751-251 | Liquor For Resale | LIQUOR | 4,829.86 |
| 02/11/2016 | 1080434149 | E 609-49751-253 | Wine For Resale | WINE | 260.00 |
| 02/18/2016 | 1080436820 | E 609-49751-206 | Freight and Fuel Charges | FREIGHT | 61.14 |
| 02/18/2016 | 1080436820 | E 609-49751-251 | Liquor For Resale | LIQUOR | 4,238.76 |
| 02/18/2016 | 1080436820 | E 609-49751-253 | Wine For Resale | WINE | 76.00 |
| 02/25/2016 | 1080439661 | E 609-49751-206 | Freight and Fuel Charges | FREIGHT | 32.74 |
| 02/25/2016 | 1080439661 | E 609-49751-251 | Liquor For Resale | LIQUOR | 2,867.25 |
| | | | | | <hr/> |
| | | | | | \$12,399.47 |

C&C MAGNET

| | | | | | |
|------------|-------|-----------------|-------------|-------------|----------|
| 02/24/2016 | .0216 | E 609-49750-340 | Advertising | ADVERTISING | 330.50 |
| | | | | | <hr/> |
| | | | | | \$330.50 |

CENTERPOINT ENERGY

| | | | | | |
|------------|-------|-----------------|---------------|----------------|------------|
| 02/16/2016 | .0216 | E 101-41940-383 | Gas Utilities | CITY HALL | 58.72 |
| 02/16/2016 | .0216 | E 101-41940-383 | Gas Utilities | CITY HALL | 26.83 |
| 02/16/2016 | .0216 | E 101-41940-383 | Gas Utilities | CITY HALL | 46.43 |
| 02/16/2016 | .0216 | E 101-41940-383 | Gas Utilities | CITY HALL | 44.44 |
| 02/16/2016 | .0216 | E 101-42110-383 | Gas Utilities | POLICE/PW | 1,107.79 |
| 02/16/2016 | .0216 | E 101-42210-383 | Gas Utilities | FIRE-GENERATOR | 19.94 |
| 02/16/2016 | .0216 | E 101-42210-383 | Gas Utilities | FIRE | 1,212.96 |
| 02/16/2016 | .0216 | E 101-43100-383 | Gas Utilities | POLICE/PW | 276.95 |
| 02/16/2016 | .0216 | E 101-45200-383 | Gas Utilities | WARM HOUSE | 225.25 |
| 02/16/2016 | .0216 | E 101-45200-383 | Gas Utilities | POLICE/PW | 276.95 |
| 02/16/2016 | .0216 | E 601-49440-383 | Gas Utilities | PUBLIC WORKS | 113.71 |
| 02/16/2016 | .0216 | E 601-49440-383 | Gas Utilities | WATER | 825.05 |
| 02/16/2016 | .0216 | E 601-49440-383 | Gas Utilities | POLICE/PW | 276.95 |
| 02/16/2016 | .0216 | E 602-49490-383 | Gas Utilities | WWTP | 570.75 |
| 02/16/2016 | .0216 | E 602-49490-383 | Gas Utilities | POLICE/PW | 276.93 |
| 02/16/2016 | .0216 | E 602-49490-383 | Gas Utilities | LIFT STATION | 19.70 |
| 02/16/2016 | .0216 | E 602-49490-383 | Gas Utilities | PUBLIC WORKS | 113.72 |
| 02/16/2016 | .0216 | E 609-49750-383 | Gas Utilities | LIQUOR | 244.19 |
| | | | | | <hr/> |
| | | | | | \$5,737.26 |

CHRISTINE STANGL

| | | | | | |
|--|--|-----------------|------------------------|--------------|---------|
| | | E 601-49440-444 | Refund & Reimbursement | REFUND #1610 | 18.42 |
| | | | | | <hr/> |
| | | | | | \$18.42 |

CITY EMPLOYEES UNION, LOCAL #3

| | | | | | |
|------------|-------|-------------|------------|------------|----------|
| 02/17/2016 | .0316 | G 101-21707 | Union Dues | MARCH DUES | 197.40 |
| | | | | | <hr/> |
| | | | | | \$197.40 |

CITYSIDE MANAGEMENT CORP

| | | | | | |
|--|--|-----------------|------------------------|--------------|---------|
| | | E 601-49440-444 | Refund & Reimbursement | REFUND #4259 | 38.73 |
| | | | | | <hr/> |
| | | | | | \$38.73 |

CONNEXUS ENERGY

| | | | | | |
|------------|--------|-----------------|--------------------|-----------|--------|
| 02/22/2016 | 298392 | E 101-41940-381 | Electric Utilities | CITY HALL | 321.53 |
| 02/22/2016 | 298392 | E 101-41940-381 | Electric Utilities | SIGN | 59.01 |
| 02/22/2016 | 298392 | E 101-42110-381 | Electric Utilities | POLICE | 818.08 |
| 02/22/2016 | 298392 | E 101-43100-381 | Electric Utilities | POLICE | 204.53 |
| 02/22/2016 | 298392 | E 101-45200-381 | Electric Utilities | POLICE | 204.53 |
| 02/22/2016 | 298392 | E 601-49440-381 | Electric Utilities | POLICE | 204.53 |
| 02/22/2016 | 298392 | E 602-49490-381 | Electric Utilities | POLICE | 204.53 |

| | | | | | |
|------------|--------|-----------------|--------------------|------------------|-------------|
| 02/22/2016 | 298393 | E 602-49490-381 | Electric Utilities | LIFT STATIONS | 7,612.93 |
| 02/22/2016 | 298394 | E 101-45200-381 | Electric Utilities | PARKS | 441.05 |
| 02/22/2016 | 298395 | E 601-49440-380 | Electric-System | WATER | 4,395.39 |
| 02/22/2016 | 298396 | E 101-43100-386 | Street Lighting | STREET LIGHTS | 3,458.23 |
| 02/22/2016 | 302965 | E 101-42110-381 | Electric Utilities | WOODBINE SIGN | 5.00 |
| 02/22/2016 | 302965 | E 101-42110-381 | Electric Utilities | AMBASSADOR SIREN | 5.00 |
| 02/22/2016 | 302965 | E 101-42210-381 | Electric Utilities | FIRE | 411.45 |
| 02/22/2016 | 302965 | E 609-49750-381 | Electric Utilities | LIQUOR | 908.45 |
| | | | | | <hr/> |
| | | | | | \$19,254.24 |

COURIER, THE

| | | | | | |
|------------|-------|-----------------|----------------|------------|----------|
| 02/22/2016 | 81151 | E 101-43210-439 | Recycling Days | RECYCLE AD | 198.00 |
| | | | | | <hr/> |
| | | | | | \$198.00 |

CRYSTAL SPRINGS ICE

| | | | | | |
|------------|-------------|-----------------|---------------------------|------|---------|
| 02/16/2016 | 001.B001605 | E 609-49751-254 | Miscellaneous Merchandise | MISC | 36.48 |
| | | | | | <hr/> |
| | | | | | \$36.48 |

DAHLHEIMER DIST. CO. INC.

| | | | | | |
|------------|---------|-----------------|---------------------------|------|-------------|
| 02/10/2016 | 1188353 | E 609-49751-252 | Beer For Resale | BEER | 9,285.15 |
| 02/10/2016 | 1188353 | E 609-49751-254 | Miscellaneous Merchandise | MISC | 84.00 |
| 02/17/2016 | 1188393 | E 609-49751-252 | Beer For Resale | BEER | 3,400.55 |
| 02/17/2016 | 1188393 | E 609-49751-254 | Miscellaneous Merchandise | MISC | 264.00 |
| 02/24/2016 | 122744 | E 609-49751-252 | Beer For Resale | BEER | 4,590.35 |
| 02/25/2016 | 122874 | E 609-49751-252 | Beer For Resale | BEER | 373.80 |
| | | | | | <hr/> |
| | | | | | \$17,997.85 |

DELTA DENTAL

| | | | | | |
|------------|---------|-------------|------------------|------------------|----------|
| 02/15/2016 | 6384768 | G 101-21711 | Dental Insurance | DENTAL INSURANCE | 529.30 |
| | | | | | <hr/> |
| | | | | | \$529.30 |

ECM PUBLISHERS, INC.

| | | | | | |
|------------|--------|-----------------|------------------------------|------------------------|---------|
| 02/12/2016 | 307278 | E 101-41120-352 | General Notices and Pub Info | 2016 CHAMBER AMENDMENT | 53.73 |
| | | | | | <hr/> |
| | | | | | \$53.73 |

ELITE SANITATION

| | | | | | |
|------------|-------|-----------------|--------------------|-----------------|----------|
| 02/06/2016 | 22996 | E 101-45200-402 | Janitorial Service | PORTABLE TOILET | 305.00 |
| | | | | | <hr/> |
| | | | | | \$305.00 |

FERGUSON WATERWORKS

| | | | | | |
|------------|---------|-----------------|--------------|--------|------------|
| 02/04/2016 | 0180403 | E 601-49440-259 | Water Meters | METERS | 3,179.32 |
| | | | | | <hr/> |
| | | | | | \$3,179.32 |

G&K SERVICES, INC

| | | | | | |
|------------|------------|-----------------|--------------------------|-----------------|---------|
| 02/09/2016 | 1043401819 | E 601-49440-402 | Janitorial Service | RUGS | 23.04 |
| 02/16/2016 | 1043407369 | E 601-49440-417 | Uniform Clothing & PPE | UNIFORMS | 4.90 |
| 02/16/2016 | 1043407369 | E 602-49490-417 | Uniform Clothing & PPE | UNIFORMS | 4.90 |
| 02/23/2016 | 1043412903 | E 609-49750-219 | Rug Maintenance | RUG MAINTENANCE | 11.23 |
| 02/23/2016 | 1043412904 | E 101-41940-219 | Rug Maintenance | | 20.16 |
| 02/23/2016 | 1043412905 | E 601-49440-417 | Uniform Clothing & PPE | UNIFORMS | 4.90 |
| 02/23/2016 | 1043412905 | E 602-49490-217 | Other Operating Supplies | UNIFORMS | 4.90 |
| | | | | | <hr/> |
| | | | | | \$74.03 |

GLEN S GRACHEK

| | | | | | |
|--|--|-----------------|------------------------|--------------|---------|
| | | E 601-49440-444 | Refund & Reimbursement | REFUND #2332 | 71.86 |
| | | | | | <hr/> |
| | | | | | \$71.86 |

GRANITE CITY JOBBING CO.

| | | | | | |
|------------|--------|-----------------|-----------------------------|-----------|--------|
| 02/09/2016 | 886787 | E 609-49750-210 | Operating Supplies | OPERATING | 132.99 |
| 02/09/2016 | 886787 | E 609-49751-206 | Freight and Fuel Charges | FREIGHT | 7.41 |
| 02/09/2016 | 886787 | E 609-49751-254 | Miscellaneous Merchandise | MISC | 19.22 |
| 02/09/2016 | 886787 | E 609-49751-256 | Tobacco Products For Resale | TOBACCO | 86.30 |
| 02/16/2016 | 887505 | E 609-49750-210 | Operating Supplies | OPERATING | 35.02 |
| 02/16/2016 | 887505 | E 609-49751-206 | Freight and Fuel Charges | FREIGHT | 4.25 |
| 02/16/2016 | 887505 | E 609-49751-254 | Miscellaneous Merchandise | MISC | 42.55 |
| 02/16/2016 | 887505 | E 609-49751-256 | Tobacco Products For Resale | TOBACCO | 240.04 |
| 02/23/2016 | 888162 | E 609-49750-210 | Operating Supplies | OPERATING | 28.11 |
| 02/23/2016 | 888162 | E 609-49751-206 | Freight and Fuel Charges | FREIGHT | 4.25 |

| | | | | | |
|------------|--------|-----------------|-----------------------------|---------|-------------------|
| 02/23/2016 | 888162 | E 609-49751-256 | Tobacco Products For Resale | TOBACCO | 721.49 |
| | | | | | <u>\$1,321.63</u> |

HACH COMPANY

| | | | | | |
|------------|---------|-----------------|-----------------------------|-----------|-----------------|
| 02/08/2016 | 9786162 | E 601-49440-233 | Water Treatment Plant Maint | CHEMICALS | 39.78 |
| 02/15/2016 | 9796621 | E 601-49440-228 | Equipment Maintenance | REPAIRS | 37.52 |
| 02/15/2016 | 9796621 | E 602-49490-228 | Equipment Maintenance | REPAIRS | 37.53 |
| | | | | | <u>\$114.83</u> |

HAWKINS, INC.

| | | | | | |
|------------|---------|-----------------|-----------------------------|-----------|-------------------|
| 02/16/2016 | 3840139 | E 601-49440-216 | Chemicals and Chem Products | CHEMICALS | 3,245.35 |
| | | | | | <u>\$3,245.35</u> |

INNOVATIVE OFFICE SOLUTIONS, L

| | | | | | |
|------------|-----------|-----------------|--------------------------------|--------------------------|-----------------|
| 02/11/2016 | IN1079018 | E 101-42110-218 | Equipment Repair & Maintenance | OFFICE SUPPLIES - POLICE | 99.44 |
| 02/18/2016 | IN1077245 | E 101-42110-200 | Office Supplies | OFFICE SUPPLIES - POLICE | 49.93 |
| | | | | | <u>\$149.37</u> |

ISD #15

| | | | | | |
|------------|------|-----------------|------------------------------|------------------------|-------------------|
| 02/23/2016 | 2377 | E 602-49490-228 | Equipment Maintenance | 2006 RIVEDG GENSET | 344.23 |
| 02/23/2016 | 2378 | E 601-49440-221 | Vehicle Repair & Maintenance | 2007 DODGE REPAIRS | 340.95 |
| 02/23/2016 | 2378 | E 602-49490-221 | Vehicle Repair & Maintenance | 2007 DODGE REPAIRS | 340.96 |
| 02/23/2016 | 2380 | E 101-43100-221 | Vehicle Repair & Maintenance | 2002 CHEVROLET REPAIRS | 82.28 |
| 02/23/2016 | 2380 | E 101-43210-221 | Vehicle Repair & Maintenance | 2002 CHEVROLET REPAIRS | 82.28 |
| 02/23/2016 | 2380 | E 101-45200-221 | Vehicle Repair & Maintenance | 2002 CHEVROLET REPAIRS | 82.28 |
| 02/26/2016 | 2387 | E 101-43100-221 | Vehicle Repair & Maintenance | DODGE 2011 MAINTENANCE | 19.64 |
| 02/26/2016 | 2387 | E 601-49440-221 | Vehicle Repair & Maintenance | DODGE 2011 MAINTENANCE | 19.63 |
| 02/26/2016 | 2387 | E 602-49490-221 | Vehicle Repair & Maintenance | DODGE 2011 MAINTENANCE | 19.64 |
| | | | | | <u>\$1,331.89</u> |

JENNIFR KOVACS

| | | | | | |
|--|--|-----------------|------------------------|--------------|----------------|
| | | E 601-49440-444 | Refund & Reimbursement | REFUND #2877 | 59.37 |
| | | | | | <u>\$59.37</u> |

JJ TAYLOR DISTRIBUTING

| | | | | | |
|------------|---------|-----------------|--------------------------|---------|-----------------|
| 02/17/2016 | 2475099 | E 609-49751-206 | Freight and Fuel Charges | FREIGHT | 3.00 |
| 02/17/2016 | 2475099 | E 609-49751-252 | Beer For Resale | BEER | 435.45 |
| 02/24/2016 | 2475133 | E 609-49751-206 | Freight and Fuel Charges | FREIGHT | 3.00 |
| 02/24/2016 | 2475133 | E 609-49751-252 | Beer For Resale | BEER | 496.30 |
| | | | | | <u>\$937.75</u> |

JOHNSON BROS WHLSE LIQUOR

| | | | | | |
|------------|---------|-----------------|---------------------------|---------|-------------------|
| | 5379668 | E 609-49751-206 | Freight and Fuel Charges | FREIGHT | 72.95 |
| | 5379668 | E 609-49751-253 | Wine For Resale | WINE | 3,618.85 |
| 02/10/2016 | 5369309 | E 609-49751-206 | Freight and Fuel Charges | FREIGHT | 16.98 |
| 02/10/2016 | 5369309 | E 609-49751-251 | Liquor For Resale | LIQUOR | 1,199.79 |
| 02/10/2016 | 5369310 | E 609-49751-206 | Freight and Fuel Charges | FREIGHT | 19.76 |
| 02/10/2016 | 5369310 | E 609-49751-253 | Wine For Resale | WINE | 647.25 |
| 02/17/2016 | 5374470 | E 609-49751-206 | Freight and Fuel Charges | FREIGHT | 10.90 |
| 02/17/2016 | 5374470 | E 609-49751-251 | Liquor For Resale | LIQUOR | 1,073.92 |
| 02/17/2016 | 5374471 | E 609-49751-206 | Freight and Fuel Charges | FREIGHT | 53.20 |
| 02/17/2016 | 5374471 | E 609-49751-253 | Wine For Resale | WINE | 1,488.90 |
| 02/24/2016 | 5379669 | E 609-49751-206 | Freight and Fuel Charges | FREIGHT | 12.16 |
| 02/24/2016 | 5379669 | E 609-49751-254 | Miscellaneous Merchandise | MISC | 212.40 |
| | | | | | <u>\$8,427.06</u> |

LAW ENFORCEMENT LABOR SVCS.

| | | | | | |
|------------|-------|-------------|------------|------------------|-----------------|
| 02/17/2016 | .0316 | G 101-21707 | Union Dues | MARCH UNION DUES | 343.00 |
| | | | | | <u>\$343.00</u> |

MCDONALD DIST CO.

| | | | | | |
|------------|--------|-----------------|---------------------------|------|----------|
| 02/11/2016 | 244257 | E 609-49751-252 | Beer For Resale | BEER | 2,162.67 |
| 02/11/2016 | 244257 | E 609-49751-254 | Miscellaneous Merchandise | MISC | 36.00 |
| 02/18/2016 | 245848 | E 609-49751-252 | Beer For Resale | BEER | 1,083.10 |
| 02/18/2016 | 245848 | E 609-49751-254 | Miscellaneous Merchandise | MISC | 36.00 |
| 02/25/2016 | 247432 | E 609-49751-252 | Beer For Resale | BEER | 4,193.40 |
| 02/25/2016 | 247432 | E 609-49751-255 | N/A Products | NA | 37.50 |

\$7,548.67

MN DEPT OF HEALTH WELL MGMT

| | | | | |
|------------|-----------------|----------------|-----------|-----------------|
| 02/10/2016 | E 601-49440-313 | Sample Testing | WATER FEE | 2,504.00 |
| | | | | <u>2,504.00</u> |

MY ALARM CENTER

| | | | | | |
|------------|---------|-----------------|----------|--------------------|----------------|
| 03/01/2016 | 6840318 | E 609-49750-445 | Security | LIQUOR STORE ALARM | 64.01 |
| | | | | | <u>\$64.01</u> |

NELSON ELECTRIC MOTOR REPAIR

| | | | | | |
|------------|------|-----------------|--------------------------------|---------|-----------------|
| 02/19/2016 | 7559 | E 101-45200-218 | Equipment Repair & Maintenance | REPAIRS | 179.00 |
| 02/19/2016 | 7559 | E 602-49490-228 | Equipment Maintenance | REPAIRS | 179.00 |
| | | | | | <u>\$358.00</u> |

NETWORK BUSINESS SUPPLIES, INC

| | | | | | |
|------------|----------|-----------------|--------------------|--------------------|----------------|
| 02/24/2016 | 00101748 | E 609-49750-210 | Operating Supplies | OPERATING SUPPLIES | 71.49 |
| | | | | | <u>\$71.49</u> |

PACE ANALYTICAL SERVICES

| | | | | | |
|------------|-----------|-----------------|----------------|---------|-----------------|
| 02/12/2016 | 16120911 | E 601-49440-313 | Sample Testing | TESTING | 120.00 |
| 02/12/2016 | 161260890 | E 602-49490-313 | Sample Testing | TESTING | 45.00 |
| 02/19/2016 | 161261172 | E 602-49490-313 | Sample Testing | TESTING | 116.10 |
| | | | | | <u>\$281.10</u> |

PAUSTIS & SONS

| | | | | | |
|------------|------------|-----------------|--------------------------|---------|-----------------|
| 02/08/2016 | 8535045-IN | E 609-49751-206 | Freight and Fuel Charges | FREIGHT | 7.00 |
| 02/08/2016 | 8535045-IN | E 609-49751-253 | Wine For Resale | WINE | 382.00 |
| 02/22/2016 | 8536899-IN | E 609-49751-253 | Wine For Resale | WINE | 531.70 |
| | | | | | <u>\$920.70</u> |

PERFORMANCE PLUS LLC

| | | | | | |
|------------|---------|-----------------|------------------------|--------------------------|-------------------|
| 02/05/2016 | 4237 LF | E 101-42210-305 | Medical & Testing Fees | MED SCREEN-BELTER,GAGNON | 821.00 |
| 02/12/2016 | 4244 LF | E 101-42210-305 | Medical & Testing Fees | MED SCREEN-SCHROEDER | 533.00 |
| | | | | | <u>\$1,354.00</u> |

PHILLIPS WINE & SPIRITS CO.

| | | | | | |
|------------|---------|-----------------|--------------------------|---------|--------------------|
| 02/10/2016 | 2927446 | E 609-49751-206 | Freight and Fuel Charges | FREIGHT | 9.12 |
| 02/10/2016 | 2927446 | E 609-49751-253 | Wine For Resale | WINE | 232.50 |
| 02/17/2016 | 2930955 | E 609-49751-206 | Freight and Fuel Charges | Freight | 7.60 |
| 02/17/2016 | 2930955 | E 609-49751-251 | Liquor For Resale | LIQUOR | 925.40 |
| 02/17/2016 | 2930956 | E 609-49751-206 | Freight and Fuel Charges | Freight | 1.52 |
| 02/17/2016 | 2930956 | E 609-49751-253 | Wine For Resale | WINE | 104.00 |
| 02/24/2016 | 2934482 | E 609-49751-206 | Freight and Fuel Charges | FREIGHT | 59.27 |
| 02/24/2016 | 2934482 | E 609-49751-251 | Liquor For Resale | LIQUOR | 3,754.19 |
| 02/24/2016 | 2934483 | E 609-49751-206 | Freight and Fuel Charges | FREIGHT | 62.31 |
| 02/24/2016 | 2934483 | E 609-49751-253 | Wine For Resale | WINE | 1,335.00 |
| 02/24/2016 | 5379667 | E 609-49751-206 | Freight and Fuel Charges | FREIGHT | 113.99 |
| 02/24/2016 | 5379667 | E 609-49751-251 | Liquor For Resale | LIQUOR | 7,075.70 |
| | | | | | <u>\$13,680.60</u> |

PLEAA

| | | | | | |
|------------|-------|-----------------|------------------------|--------------|----------------|
| 02/15/2016 | .0316 | E 101-42110-433 | Dues and Subscriptions | DUES-ROBERTS | 35.00 |
| | | | | | <u>\$35.00</u> |

POSTMASTER - ST. FRANCIS

| | | | | | |
|--|--|-----------------|--------------|--------------|-----------------|
| | | E 603-49490-414 | Storm Sewers | STORM SEWERS | 859.50 |
| | | | | | <u>\$859.50</u> |

PRINTING UNLIMITED

| | | | | | |
|------------|----------|-----------------|-----------------|--------------------------|-----------------|
| 02/07/2016 | 00007678 | E 101-42110-200 | Office Supplies | SNOWMOBILE,EVIDENCE LOGS | 150.50 |
| | | | | | <u>\$150.50</u> |

RICK ARMAGOST

| | | | | | |
|--|--|-----------------|------------------------|--------------|----------------|
| | | E 601-49440-444 | Refund & Reimbursement | REFUND #4529 | 65.57 |
| | | | | | <u>\$65.57</u> |

ROSEVILLE, CITY OF

| | | | | | |
|------------|---------|-----------------|--------------------------|-------------|------------|
| 02/18/2016 | 0221197 | E 101-41110-310 | Computer Consulting Fees | IT SERVICES | 325.94 |
| 02/18/2016 | 0221197 | E 101-41400-310 | Computer Consulting Fees | IT SERVICES | 1,195.14 |
| 02/18/2016 | 0221197 | E 101-42110-310 | Computer Consulting Fees | IT SERVICES | 1,466.76 |
| 02/18/2016 | 0221197 | E 101-42210-310 | Computer Consulting Fees | IT SERVICES | 260.75 |
| 02/18/2016 | 0221197 | E 101-42400-310 | Computer Consulting Fees | IT SERVICES | 54.40 |
| 02/18/2016 | 0221197 | E 101-43100-310 | Computer Consulting Fees | IT SERVICES | 347.67 |
| 02/18/2016 | 0221197 | E 101-45200-310 | Computer Consulting Fees | IT SERVICES | 456.32 |
| 02/18/2016 | 0221197 | E 601-49440-310 | Computer Consulting Fees | IT SERVICES | 434.59 |
| 02/18/2016 | 0221197 | E 602-49490-310 | Computer Consulting Fees | IT SERVICES | 434.59 |
| 02/18/2016 | 0221197 | E 609-49750-310 | Computer Consulting Fees | IT SERVICES | 434.59 |
| 02/18/2016 | 0221239 | E 101-41940-321 | Telephone | PHONE | 79.39 |
| 02/18/2016 | 0221239 | E 101-42110-321 | Telephone | PHONE | 79.39 |
| 02/18/2016 | 0221239 | E 101-42210-321 | Telephone | PHONE | 79.39 |
| 02/18/2016 | 0221239 | E 101-43100-321 | Telephone | PHONE | 79.39 |
| 02/18/2016 | 0221239 | E 101-45200-321 | Telephone | PHONE | 79.39 |
| 02/18/2016 | 0221239 | E 601-49440-321 | Telephone | PHONE | 79.39 |
| 02/18/2016 | 0221239 | E 602-49490-321 | Telephone | PHONE | 79.39 |
| 02/18/2016 | 0221239 | E 609-49750-321 | Telephone | PHONE | 79.44 |
| 02/19/2016 | 0221262 | E 101-41110-310 | Computer Consulting Fees | IT SERVICES | 93.53 |
| 02/19/2016 | 0221262 | E 101-41400-310 | Computer Consulting Fees | IT SERVICES | 342.94 |
| 02/19/2016 | 0221262 | E 101-42110-310 | Computer Consulting Fees | IT SERVICES | 420.88 |
| 02/19/2016 | 0221262 | E 101-42210-310 | Computer Consulting Fees | IT SERVICES | 74.82 |
| 02/19/2016 | 0221262 | E 101-42400-310 | Computer Consulting Fees | IT SERVICES | 15.63 |
| 02/19/2016 | 0221262 | E 101-43100-310 | Computer Consulting Fees | IT SERVICES | 99.76 |
| 02/19/2016 | 0221262 | E 101-45200-310 | Computer Consulting Fees | IT SERVICES | 130.94 |
| 02/19/2016 | 0221262 | E 601-49440-310 | Computer Consulting Fees | IT SERVICES | 124.70 |
| 02/19/2016 | 0221262 | E 602-49490-310 | Computer Consulting Fees | IT SERVICES | 124.70 |
| 02/19/2016 | 0221262 | E 609-49750-310 | Computer Consulting Fees | IT SERVICES | 124.70 |
| | | | | | \$7,598.52 |

ROYAL SUPPLY

| | | | | | |
|------------|-------|-----------------|--------------------------|----------|---------|
| 02/16/2016 | 18230 | E 101-41940-210 | Operating Supplies | SUPPLIES | 12.42 |
| 02/16/2016 | 18230 | E 101-42110-217 | Other Operating Supplies | SUPPLIES | 24.85 |
| 02/16/2016 | 18230 | E 101-43100-217 | Other Operating Supplies | SUPPLIES | 12.42 |
| 02/16/2016 | 18230 | E 101-45200-217 | Other Operating Supplies | SUPPLIES | 12.42 |
| 02/16/2016 | 18230 | E 601-49440-217 | Other Operating Supplies | SUPPLIES | 12.42 |
| 02/16/2016 | 18230 | E 602-49490-217 | Other Operating Supplies | SUPPLIES | 12.47 |
| | | | | | \$87.00 |

SOUTHERN WINE & SPIRITS OF MN

| | | | | | |
|------------|---------|-----------------|--------------------------|---------|------------|
| 02/11/2016 | 1376588 | E 609-49751-206 | Freight and Fuel Charges | FREIGHT | 7.79 |
| 02/11/2016 | 1376588 | E 609-49751-251 | Liquor For Resale | LIQUOR | 969.12 |
| 02/18/2016 | 1378817 | E 609-49751-206 | Freight and Fuel Charges | FREIGHT | 30.19 |
| 02/18/2016 | 1378817 | E 609-49751-251 | Liquor For Resale | LIQUOR | 3,766.61 |
| 02/18/2016 | 1378818 | E 609-49751-206 | Freight and Fuel Charges | FREIGHT | 11.52 |
| 02/18/2016 | 1378818 | E 609-49751-253 | Wine For Resale | WINE | 418.00 |
| 02/25/2016 | 1381085 | E 609-49751-206 | Freight and Fuel Charges | FREIGHT | 25.71 |
| 02/25/2016 | 1381085 | E 609-49751-251 | Liquor For Resale | LIQUOR | 3,424.32 |
| | | | | | \$8,653.26 |

SPARTAN PROMOTIONAL GROUP, INC

| | | | | | |
|------------|--------|-----------------|----------------|------|----------|
| 02/16/2016 | 494217 | E 101-42110-308 | Drug Education | PENS | 370.15 |
| | | | | | \$370.15 |

ST. FRANCIS TRUE VALUE HARDWAR

| | | | | | |
|------------|-------|-----------------|-----------------------------|-----------|--------|
| 02/29/2016 | 33607 | E 601-49440-233 | Water Treatment Plant Maint | FOIL TAPE | 9.99 |
| | | | | | \$9.99 |

STERLING TROPHY

| | | | | | |
|------------|-------|-----------------|-------------------|-------------|---------|
| 01/28/2016 | 18816 | E 101-42210-437 | Uniform Allowance | NAME BADGES | 33.25 |
| | | | | | \$33.25 |

SYNOVIA SOLUTIONS

| | | | | | |
|------------|------|-----------------|----------|-----------|-------|
| 02/02/2016 | 4046 | E 101-43100-311 | Contract | GPS LEASE | 45.80 |
| 02/02/2016 | 4046 | E 101-45200-311 | Contract | GPS LEASE | 45.79 |
| 02/02/2016 | 4046 | E 601-49440-311 | Contract | GPS LEASE | 45.80 |
| 02/02/2016 | 4046 | E 602-49490-311 | Contract | GPS LEASE | 45.79 |

| | | | | | |
|--------------------------------------|------------|-----------------|-----------------------------|-----------------------|---------------------|
| | | | | | \$183.18 |
| THE AMERICAN BOTTLING COMPANY | | | | | |
| 02/18/2016 | 7421209614 | E 609-49751-254 | Miscellaneous Merchandise | MISC | 72.60 |
| | | | | | <u>\$72.60</u> |
| THOMSON WEST | | | | | |
| 02/04/2016 | 833496286 | E 101-42110-200 | Office Supplies | SUBSCRIPTION | 226.57 |
| | | | | | <u>\$226.57</u> |
| THORPE DISTRIBUTING COMPANY | | | | | |
| 02/12/2016 | 00060075 | E 609-49751-252 | Beer For Resale | BEER | 291.50 |
| 02/26/2016 | 00060080 | E 609-49751-252 | Beer For Resale | BEER | 169.00 |
| | | | | | <u>\$460.50</u> |
| TIMOTHY BENTON | | | | | |
| | | E 601-49440-444 | Refund & Reimbursement | REFUND #4455 | 118.03 |
| | | | | | <u>\$118.03</u> |
| TOTAL REGISTER SYSTEMS, INC | | | | | |
| 02/24/2016 | 1045901 | E 609-49750-311 | Contract | SUPPORT | 995.00 |
| | | | | | <u>\$995.00</u> |
| TWIN CITIES FLAG SOURCE, INC | | | | | |
| 02/17/2016 | 28963 | E 101-41940-210 | Operating Supplies | FLAG REPAIR | 17.50 |
| 02/17/2016 | 28963 | E 101-42110-217 | Other Operating Supplies | FLAG REPAIR | 17.50 |
| 02/17/2016 | 28963 | E 101-42210-217 | Other Operating Supplies | FLAG REPAIR | 17.50 |
| 02/17/2016 | 28963 | E 101-45200-217 | Other Operating Supplies | FLAG REPAIR | 17.50 |
| | | | | | <u>\$70.00</u> |
| UNIVERSITY OF MINNESOTA | | | | | |
| 02/22/2016 | .0216 | E 101-45200-208 | Training and Instruction | TREE INSPECT-MCDONAGH | 85.00 |
| | | | | | <u>\$85.00</u> |
| VESSCO, INC. | | | | | |
| 02/22/2016 | 65577 | E 601-49440-233 | Water Treatment Plant Maint | FLEX TUBING | 365.68 |
| | | | | | <u>\$365.68</u> |
| VINOCOPIA, INC. | | | | | |
| 02/26/2016 | 0145870-IN | E 609-49751-206 | Freight and Fuel Charges | Freight | 16.00 |
| 02/26/2016 | 0145870-IN | E 609-49751-251 | Liquor For Resale | LIQUOR | 230.50 |
| 02/26/2016 | 0145870-IN | E 609-49751-253 | Wine For Resale | WINE | 304.00 |
| 02/26/2016 | 0145870-IN | E 609-49751-254 | Miscellaneous Merchandise | MISC | 160.00 |
| | | | | | <u>\$710.50</u> |
| | | | | | <u>\$225,843.04</u> |

FUND SUMMARY

| | |
|---------------------------|-------------------|
| 101 GENERAL FUND | \$38,798.43 |
| 402 CAPITAL EQUIPMENT | \$4,427.50 |
| 601 WATER FUND | \$16,974.53 |
| 602 SEWER FUND | \$85,937.59 |
| 603 STORM WATER | \$859.50 |
| 609 MUNICIPAL LIQUOR FUND | \$78,845.49 |
| Total | <u>225,843.04</u> |

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

PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the St. Francis City Council will be conducting a Public Hearing on March 7 2016, at 6:00 pm or shortly thereafter. The Public Hearing will be conducted at the Independent School District #15 Offices located at 4115 Ambassador Blvd. St. Francis, MN 55070.

The purpose of the Public Hearing is to consider the proposed amendments to the current City Charter as follows:

CHAPTER 3:

Section 3.02 Council Meetings. The Council shall meet at such time or times each month as may be prescribed or by ~~ordinance~~ resolution. In addition, the Mayor or any two (2) Council persons may call special meetings of the Council upon such notice as may be prescribed by Ordinance.

All interested parties are encouraged to attend the Public Hearing. Verbal and written testimony regarding the request will be accepted during the Hearing. A copy of the proposed amendments to the City Charter may be obtained by contacting the City of St. Francis, 23340 Cree St. NW 55070 or by calling 763-753-2630.

Barbara I. Held
City Clerk

ECM

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Enlarged

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

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Barbara I. Held
City Clerk

Published in the
Anoka County UnionHerald
February 12, 2016
507550

Publications:

Anoka County Union Herald

Date: 02/08/16

Account #: 367257

Customer: CITY ST FRANCIS/BARB HELD ~

Address: 23340 CREE ST NW
ST FRANCIS

Telephone: (763) 753-2630

Fax:

Ad ID: 507550

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PO Number:

Start: 02/12/16

Stop: 02/12/2016

Total Cost: \$53.75

of Lines: 43

Total Depth: 4.778

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Ad Class: 150

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Contract-Gross

ORDINANCE NO. 214, SECOND SERIES

**CITY OF ST. FRANCIS
ANOKA COUNTY
STATE OF MINNESOTA**

**BY ACT OF THE CITY COUNCIL, THIS ORDINANCE AMENDS
CITY CODE CHAPTER 6, SECTION 3 WITH THE FOLLOWING ORDINANCE
AMENDMENTS RELATING TO THE PUBLIC DANCES.**

THE CITY OF ST. FRANCIS ORDAINS THE FOLLOWING LANGUAGE
AMENDMENTS TO ORDINANCE 214, SECOND SERIES:

Section 1. Code Amended. Chapter 6 Section 3 of the St. Francis City Code
Entitled shall be amended as follows:

SECTION 3

DANCES

SECTION:

- 6-3-1: Definitions
- 6-3-2: License Required
- 6-3-3: License Fee
- 6-3-4: Application and License
- 6-3-5: Dance Regulations

6-3-1: DEFINITIONS. As used in this Section, the following works and terms shall have the meanings stated:

- A. "Public Dance" means any dance wherein the public may participate by payment, directly or indirectly, of an admission fee or price for dancing, which fee may be in the form of a club membership, or payment of money directly or indirectly.
- B. "Public Dancing Place" means any room, place or space open to public patronage in which dancing, wherein the public may participate, is carried on and to which admission may be had by the public by payment, directly or indirectly, of an admission fee or price for dancing.

6-3-2: LICENSE REQUIRED. It is unlawful for any person to operate a public dancing place, or hold a public dance, without a license therefore from the City.

6-3-3: LICENSE FEE. The license fee shall ~~include the cost of providing attendance of police officer, or officers.~~ **be in accordance with City's Fee Schedule, and shall include all cost associated with the issuance of the license and site inspection.**

6-3-4: APPLICATION AND LICENSE.

- A. A verified application for a dance license shall be filed with the City and shall specify the names and addresses of the person, persons, committee or organization that is to hold the dance, time and place thereof, and the area of the dance floor.
- B. All applications shall be accompanied by affidavits of two residents showing that the applicant is of good character and reputation in the community in which he lives, that he has not been convicted of a felony, gross misdemeanor, or violation of any public dance laws within the past five years. No license shall be issued to any person who has been so convicted.
- C. No license shall be granted by the Council for any place having so-called "private apartments" or "private rooms" furnished or used for any purposes other than legitimate business purpose which adjoins such dancing place, or which may be reached by stairs, elevators, or passageway leading from such dancing place. Nor shall a license be granted for any place which is not properly ventilated and equipped with necessary toilets, washroom or lighting facilities.
- D. Applications may be referred by the Council to the Chief of Police for investigation and report prior to being acted upon by the Council.
- E. The Council shall act upon all dance license applications at a regular or special meeting thereof, whether or not it is included in the call or agenda of the meeting.
- F. ~~At least one officer of the law shall be designated by the Chief of Police and employed by the City to be present at every public dance during the entire time said dance is being held. For purpose of this Subparagraph the term "officer of the law" means any person who is a licensed City peace officer or reserve peace officer. In the discretion of the Council or Chief of Police more than one such officer may be required.~~ **The licensee shall employ, at his own expense, such security personnel as are necessary and sufficient to provide for the adequate security and protection of the maximum number of persons in attendance at the Public Dancing Place and for the preservation of order and protection of property in and around the Public Dance site. Security personnel shall generally be off-duty licensed police officers. No license shall be issued unless the city's Chief of Police is satisfied that such necessary and sufficient security personnel will be provided by the licensee for the duration of the event. If deemed appropriate, the Chief of Police may recommend that the City Council require alternate security**

~~personnel [other] than off-duty officers at the licensee's own expense.~~ Security personnel shall be present during the entire time said dance is being held and until all patrons have vacated the property, including parking lots owned by licensee. It should be noted that any public safety incidents that occur during the event may be used by the City Council in the determination to approve or disapprove any future licenses under this Section.

- G. The dance license shall be posted in the public dancing place and shall state the name of the licensee, the amount paid therefore, and the time and place licensed. The license shall also state that the licensee is responsible for the manner of conducting the dance.
- H. No license shall be issued to any applicant under the age of eighteen (18) years.

6-3-5: DANCE REGULATIONS.

- A. Obscenity and Immorality Prohibited. It is unlawful for any person to dance, for a licensee to permit or suffer any person to dance at any public dance in an indecent or immodest manner. It is also unlawful for any person at a public dance to speak in a rude, boisterous, obscene, or indecent manner for any licensee to suffer or permit any person so to act or speak in any public dancing place.
- B. Illumination. Every public dancing place shall be brightly illuminated while in public use, and dancing therein while the lights are extinguished, timed or turned so low as to give imperfect illumination is prohibited.
- C. Certain Persons Prohibited. No Licensee shall permit any ~~unmarried~~ person under the ~~age of sixteen (16) years~~ **age of eighteen (18) years**, unless said ~~unmarried~~ person is accompanied by his parent or guardian, to remain in a public dancing place. Nor shall any licensee permit any intoxicated person, or other person who persists in violating the law, to be or remain in the public dancing place.
- D. Hours of Dancing. No public dance shall be held on Sunday between the hours of ~~4:00 AM~~ **midnight**. and noon. No public dance shall be held on any day between the hours of ~~4:00 AM~~ **midnight**. and 6:00 am.

Section 2. Effective Date.

This Amended Ordinance shall take effect thirty (30) days after its publication.

PASSED AND ADOPTED by the City Council of the City of St. Francis, Minnesota, this ____th day of March, 2016.

Steve Kane
Mayor

ATTEST:

Barbara I. Held
City Clerk

675830-v2

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

ORDINANCE 215, SECOND SERIES

AN ORDINANCE AMENDING THE CITY CHARTER
RELATING TO "COUNCIL MEETINGS"

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Charter Revised. That Chapter 3, Section 3.02, of the St. Francis City Charter be amended as follows:

Section 3.02 Council Meetings. The Council shall meet at such time or times each month as may be prescribed or by ~~ordinance-resolution~~. In addition, the Mayor or any two (2) Council persons may call special meetings of the Council upon such notice as may be prescribed by Ordinance.

Section 2. Effective Date. This Ordinance shall take effect 90 days after its publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS _____ DAY OF MARCH, 2016.

APPROVED:

Steve Kane, Mayor

ATTEST:

Barbara I. Held, City Clerk

JEFFREY S. JOHNSON
RUSSELL H. CROWDER
MICHAEL F. HURLEY
DOUGLAS G. SAUTER
HERMAN L. TALLE
CHARLES M. SEYKORA
DANIEL D. GANTER, JR.
BEVERLY K. DODGE
JAMES D. HOEFT
*JOAN M. QUADE
*JOHN T. BUCHMAN
SCOTT M. LEPAK
STEVEN G. THORSON

*Also Licensed in Wisconsin

BGS

Barna, Guzy & Steffen, Ltd.

ATTORNEYS AT LAW

200 Coon Rapids Boulevard NW, Suite 400

Minneapolis, MN 55433-5894

(763) 780-8500 FAX (763) 780-1777

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TIMOTHY D. ERB
KAREN K. KURTH
ADRIEL B. VILLARREAL
TAMMY J. SCHEMMELE
JENNIFER C. MOREAU
DAVID R. SCHAPS
THOMAS R. WENTZELL

OF COUNSEL
JON P. ERICKSON
W. JAMES VOGL, JR.

MEMORANDUM

TO: Honorable Mayor and City Councilmembers,
City Administrator Joe Kohlmann,
Chief Jeff Harapat

FROM: David Schaps, Assistant City Attorney

THROUGH: Scott Lepak, City Attorney

RE: Update of St. Francis Tobacco Ordinance to Address E-Cigarette Regulation in
the City

DATED: January 26, 2016

Please allow this memorandum to provide information on amending the St. Francis City Code to address the regulation and sale of e-cigarettes in the community. The City already regulates the sale of tobacco products under City Code Chapter 6 Section 4.

Attached to this memorandum is an updated draft ordinance that has been prepared by our office. The new language updates the City Code by providing new definitions and calling for the regulation of nicotine and lobelia delivery devices, as well as electronic delivery devices which includes e-cigarettes. The amended ordinance also requires that fluid sold to be consumed in an electronic delivery device contain child-resistant packaging in conformity with Minn. Stat. 461.20.

Process

Minn. Stat. 461.14 provides notice requirements to current city tobacco license holders prior to the City Council taking potential action to amend the tobacco ordinance, stating:

461.19 EFFECT ON LOCAL ORDINANCE; NOTICE.

Sections 461.12 to 461.18 do not preempt a local ordinance that provides for more restrictive regulation of sales of tobacco, tobacco-related devices, electronic delivery devices, and nicotine and lobelia products. A governing body shall give notice of its intention to consider adoption or substantial amendment of any local ordinance required

under section 461.12 or permitted under this section. The governing body shall take reasonable steps to send notice by mail at least 30 days prior to the meeting to the last known address of each licensee or person required to hold a license under section 461.12. The notice shall state the time, place, and date of the meeting and the subject matter of the proposed ordinance.

City staff is notifying the current tobacco license holders in conformity with this requirement.

After 30 days, the City Council may take the issue up for discussion and consideration for possible approval by conducting its standard first and second reading of the ordinance at upcoming City Council meetings. Per that process the new amended ordinance will likely come before the Council for its first reading at the March 7, 2016 meeting.

If approved, the new amended ordinance will take effect 30 days after its publication.

Please do not hesitate to contact me if you have questions or need additional information.

Attachment: City Code Chapter 6 Section 4 with Language Amendments

674362-v1

ORDINANCE NO. 216, SECOND SERIES

**CITY OF ST. FRANCIS
ANOKA COUNTY
STATE OF MINNESOTA**

**BY ACT OF THE CITY COUNCIL, THIS ORDINANCE AMENDS
CITY ORDINANCE 55, SECOND SERIES WITH THE FOLLOWING ORDINANCE
AMENDMENTS RELATING TO THE SALE, POSSESSION, AND
USE OF TOBACCO, TOBACCO PRODUCTS, AND TOBACCO RELATED
DEVICES IN THE CITY AND TO REDUCE THE ILLEGAL SALE, POSSESSION,
AND USE OF SUCH ITEMS TO AND BY MINORS.**

THE CITY OF ST. FRANCIS ORDAINS THE FOLLOWING LANGUAGE
AMENDMENTS TO ORDINANCE 55, SECOND SERIES:

Section 1. Code Amended. Chapter 6 Section 4 of the St. Francis City Code
Entitled Tobacco shall be amended as follows:

SECTION 4

TOBACCO

(Ord 55, SS, 11-16-1998)

SECTION:

- 6-4-1: Purpose
- 6-4-2: Definitions and Interpretations
- 6-4-3: License
- 6-4-4: Fees
- 6-4-5: Basis for Denial of License
- 6-4-6: Prohibited Sales
- 6-4-7: Vending Machines
- 6-4-8: Self-Service Sales
- 6-4-9: Responsibility
- 6-4-10: Compliance Checks and Inspections
- 6-4-11: Other Illegal Acts
- 6-4-12: Violations
- 6-4-13: Penalties
- 6-4-14: Exceptions and Defenses
- 6-4-15: Severability and Savings Clause

6-4-1: PURPOSE. Because the City recognizes that many persons under the age of eighteen (18) years purchase or otherwise obtain, possess and use tobacco, tobacco products, ~~and~~-tobacco related devices, electronic delivery devices, or nicotine or lobelia delivery devices and such sales, possession, and use are violations of both State and Federal laws; and because studies, which the City hereby accepts and adopts, have show that most smokers begin smoking before they have reached eighteen (18) years and that those persons who reach the age of eighteen (18) years without having started smoking are less likely to be smoking; and because smoking has been show to be the cause of several serious health problems which subsequently place a financial burden on all levels of government; this ordinance shall be intended to regulate the sale, possession, and use of tobacco, tobacco products, ~~and~~-tobacco related devices, electronic delivery devices, and nicotine or lobelia delivery devices for the purpose of enforcing and furthering existing laws, to protect minors against the serious effects associated with the illegal use of tobacco, tobacco products, ~~and~~ tobacco related devices, electronic delivery devices, and nicotine or lobelia delivery devices and to further the official public policy of the State of Minnesota in regard to preventing young people from starting to smoke as stated in Minn. Stat. § 144.391.

6-4-2: DEFINITIONS AND INTERPRETATIONS. Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The singular shall include the plural and the plural shall include the singular. The masculine shall include the feminine and neuter, and vice-versa. The term "shall" means mandatory and the term "may" means permissive. The following terms shall have the definitions given to them:

- A. Tobacco or Tobacco Products. "Tobacco" or "Tobacco products" shall mean any substance or item containing tobacco leaf, including but not limited to, cigarettes, cigars, pipe tobacco, snuff, fine cut or other chewing tobacco; cheroots, stogies, perique, granulated, plug cut, crimp cut, ready-rubbed, and other smoking tobacco; snuff flowers; Cavendish, shorts, plug and twist tobaccos, dipping tobaccos; refuse scraps, clippings, cuttings, and sweepings of tobacco; and other kinds and forms of tobacco leaf prepared in such manner as to be suitable for chewing, sniffing, or smoking.
- B. Tobacco Related Devices. "Tobacco related devices" shall mean any tobacco products as well as a pipe, rolling papers, or other device intentionally designated or intended to be used in a manner which enables the chewing, sniffing, or smoking or tobacco or tobacco products.
- C. Self-Service Merchandising. "Self-Service Merchandising" shall mean open displays of tobacco, tobacco products, ~~or~~ tobacco related devices, electronic delivery devices, or nicotine or lobelia delivery devices in any manner where any person shall have access to the tobacco, tobacco products, ~~or~~ tobacco related devices, electronic delivery devices, or nicotine or lobelia delivery devices, without the assistance or intervention of the licensee or the licensee's employee.

The assistance or intervention shall entail the actual physical exchange of the tobacco, tobacco product, ~~or~~ tobacco related device electronic delivery device, or nicotine or lobelia delivery device—between the customer and the licensee or employee. Self-service merchandising shall not include vending machines.

- D. Vending Machine. “Vending Machine” shall mean any mechanical, electric or electronic, or other type of device which dispenses tobacco, tobacco products, ~~or~~ tobacco related devices, electronic delivery devices, or nicotine or lobelia delivery devices upon the insertion of money, tokens or other form of payment directly into the machine by the person seeking to purchase the tobacco, tobacco product, or tobacco related device.
- E. Individually packaged. “Individually packaged” shall mean the practice of selling any tobacco or tobacco product wrapped individually for sale. Individually wrapped tobacco and tobacco products shall include, but not limited to, single cigarette packs, single bags or cans of loose tobacco in any form, and single cans or other packaging of snuff or chewing tobacco. Cartons or other packaging containing more than a single pack or other container as described in this Subdivision shall not be considered individually packaged.
- F. Loosies. “Loosies” shall mean the common term used to refer to a single or individual packaged cigarette.
- G. Minor. “Minor” shall mean any natural person who has not yet reached the age of eighteen (18) years.
- H. Retail Establishment. “Retail Establishment” shall mean any place of business where tobacco, tobacco products, ~~or~~ tobacco related devices, electronic delivery devices, or nicotine or lobelia delivery devices are available for sale to the general public. Retail establishments shall include, but not be limited to, grocery stores, convenience stores, and restaurants.
- I. Moveable Place of Business. “Movable Place of Business” shall refer to any form of business operated out of a truck, van, automobile, or other type of vehicle or transportable shelter and not a fixed address store front or other permanent type of structure authorized for sales transactions.
- J. Sale. A “Sale” shall mean any transfer of goods for money, trade, barter, or other consideration.
- K. Compliance Checks. “Compliance Checks” shall mean the system the City uses to investigate and ensure that those authorized to sell tobacco, tobacco products, ~~and~~ tobacco related devices, electronic delivery devices, and nicotine or lobelia delivery devices are following and complying with the requirements of this ordinance. Compliance checks shall involve the use of minors as authorized by this ordinance. Compliance checks shall also means the use of minors who

attempt to purchase tobacco, tobacco products, ~~or~~ tobacco related devices, electronic delivery devices, and nicotine or lobelia delivery devices.

L. Nicotine or Lobelia Delivery Devices. "Nicotine or Lobelia Delivery Devices" shall mean any product containing or delivering nicotine or lobelia intended for human consumption, or any part of such a product, that is not tobacco as defined in this section, not including any product that has been approved or otherwise certified for legal sale by the United States Food and Drug Administration for tobacco use cessation, harm reduction, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

M. Electronic Delivery Device: "Electronic delivery devices" are products containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic delivery device includes any component part of such a product whether or not sold separately. Electronic delivery device does not include any product that has been approved or otherwise certified by the United States Food and Drug Administration for legal use in tobacco cessation treatment for other medical purposes, and is being marketed and sold solely for that approved purpose.

6-4-3: LICENSE. No person shall sell or offer to sell any tobacco, tobacco products, ~~or~~ tobacco related device, electronic delivery devices, or nicotine or lobelia delivery device without first having obtained a license to do so from the City.

A. Application. An application for a license to sell tobacco, tobacco products, ~~or~~ tobacco related devices, electronic delivery devices, or nicotine or lobelia delivery devices shall be made on a form provided by the City. The application shall contain the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of business for which the license is sought, and any additional information the City deems necessary. Upon receipt of a completed application, the City Clerk shall forward the application to the Council for action at its next regularly scheduled Council meeting. If the Clerk shall determine that an application is incomplete, he or she shall return the application to the applicant with notice of the information necessary to make the application complete.

B. Action. The Council may either approve or deny the license, or it may delay action for such reasonable period of time as necessary to complete any investigation of the application or the applicant it deems necessary. If the Council shall approve the license, the Clerk shall issue the license to the applicant. If the Council denies the license, notice of the denial shall be given to the applicant along with notice of the applicant's right to appeal the Council's decision.

- C. Term. All licenses under this ordinance shall be valid for one calendar year from the date of issue.
- D. Revocation or Suspension. Any license issued under this ordinance may be revoked or suspended as provided in the Violations and Penalties section of this ordinance.
- E. Transfers. All licenses issued under this ordinance shall be valid only on the premises for which the license was issued and only for the person to whom the license was issued. No transfer of any license to another location or person shall be valid without the prior approval of the Council.
- F. Moveable Place of Business. No license shall be issued to a movable place of business. Only fixed location businesses shall be eligible to be licensed under this ordinance.
- G. Display. All licenses shall be posted and displayed in plain view of the general public of the licensed premises.
- H. Renewals. The renewal of a license under this section shall be handled in the same manner as the original application. The request for a renewal shall be made at least thirty days but no more than sixty days before the expiration of the current license. The issuance of a license issued under this ordinance shall be considered a privilege and not an absolute right of the application and shall not entitle the holder to an automatic renewal of the license.

6-4-4: FEES. No license shall be issued under this ordinance until the appropriate license fee shall be paid in full. The fee for a license under this ordinance shall be set by resolution by the Council.

6-4-5: BASIS FOR DENIAL OR LICENSE. The following shall be grounds for denying the issuance or renewal of a license under this ordinance; however, except as may otherwise be provided by law, the existence of any particular ground for denial does not mean that the City must deny the license. If a license is mistakenly issued or renewed to a person, it shall be revoked upon the discovery that the person was ineligible for the license under this Section:

- A. The applicant is under the age of eighteen (18) years.
- B. The applicant has been convicted within the past five years of any violation of a Federal, State, or local law, ordinance provision, or other regulation relating to tobacco or tobacco products, ~~or tobacco related devices,~~ electronic delivery devices, or nicotine or lobelia delivery devices.

- C. The applicant has had a license to sell tobacco, tobacco products, ~~or~~ tobacco related devices, electronic delivery devices, or nicotine or lobelia delivery devices revoked within the preceding twelve months of the date of application.
- D. The applicant fails to provide any information required on the application, or provides false or misleading information.
- E. The applicant is prohibited by Federal, State, or other local law, ordinance or other regulation, from holding such a license.

6-4-6: PROHIBITED SALES. It shall be a violation of this ordinance for any person to sell or offer to sell any tobacco, tobacco product, ~~or~~ tobacco related device, electronic delivery device, or nicotine or lobelia delivery device:

- A. To any person under the age of eighteen (18) years.
- B. By means of any type of vending machine, except as may otherwise be provided in this ordinance.
- C. By means of self-service methods whereby the customer does not need to make a verbal or written request to an employee of the licensed premise in order to receive the tobacco, tobacco product, ~~or~~ tobacco related device, electronic delivery devices, or nicotine or lobelia delivery device and whereby there is not a physical exchange of the tobacco, tobacco product, ~~or~~ tobacco related device, electronic delivery device, or nicotine or lobelia delivery device between the licensee or the licensee's employee, and the customer.
- D. By means of loosies as defined in Section 6-4-2.F of this Code.
- E. Containing opium, morphine, jimson weed, bella donna, strychnos, cocaine, marijuana, or other deleterious, hallucinogenic, toxic, or controlled substances except nicotine and other substances naturally found in tobacco or added as part of an otherwise lawful manufacturing process.
- F. By any other means to any other person, or in any other manner or form prohibited by Federal, State, or local law, ordinance provision, or other regulation.
- G. It is unlawful for any licensee, or any officer, associate, member, representative, agent, or employee of such licensee, to engage, employ or permit any person under the age of eighteen (18) years of age to sell tobacco products, electronic delivery devices, or nicotine or lobelia delivery devices in any licensed premises.

H.

G. It shall be a violation of this ordinance to sell any liquid, whether or not such liquid contains nicotine that is intended for human consumption and use in an electronic delivery device that is not contained in packaging that is child-resistant. Upon request, a licensee shall provide a copy of the certificate of compliance or full laboratory testing report for the packaging used.

6-4-7: VENDING MACHINES. It shall be unlawful for any person licensed under this ordinance to allow the sale of tobacco, tobacco products, ~~or~~ tobacco related devices, electronic delivery devices, or nicotine or lobelia delivery devices by the means of a vending machine unless minors are at all times prohibited from entering the licensed establishment.

6-4-8: SELF-SERVICE SALES. It shall be unlawful for a licensee under this ordinance to allow the sale of tobacco, tobacco products, ~~or~~ tobacco related devices, electronic delivery devices, or nicotine or lobelia delivery devices by any means whereby the customer may have access to such items without having to request the item from the licensee or the licensee's employee and whereby there is not a physical exchange of tobacco, tobacco products ~~and~~ tobacco related devices, electronic delivery devices, and nicotine or lobelia delivery devices shall either be stored behind the counter or other area not freely accessible to customers, or in a case or other storage unit not left open and accessible to the general public. Any retailer selling tobacco, tobacco products ~~or~~ tobacco related devices, electronic delivery devices, or nicotine or lobelia delivery devices at the time of this ordinance is adopted shall comply with this Section within 30 days following the effective date of this ordinance.

6-4-9: RESPONSIBILITY. All licensees under this ordinance shall be responsible for the actions of their employees in regard to the sale of tobacco, tobacco products, ~~or~~ tobacco related devices, electronic delivery devices, or nicotine or lobelia delivery devices on the licensed premises, and the sale of such an item by an employee shall be considered a sale by the license holder. Nothing in this section shall be construed as prohibiting the City from also subjecting the clerk to whatever penalties are appropriate under this Ordinance, State or Federal law, or other applicable law or regulation.

6-4-10: COMPLIANCE CHECKS AND INSPECTIONS. All licensed premises shall be open to inspection by the City police and other authorized city officials during regular business hours. From time to time, but at least once per year, the City shall conduct compliance checks by engaging, with the written consent of their parents or guardians, minors over the age of fifteen (15) years but less than eighteen (18) years. To enter the licensed premise to attempt to purchase tobacco, tobacco products ~~or~~ tobacco related devices, electronic delivery devices, or nicotine or lobelia delivery devices. Minors used for the purpose of compliance checks shall be supervised by the City designated law enforcement officers or other designated City personnel. Minors

used for compliance checks shall not be guilty of unlawful possession of tobacco, tobacco products, or tobacco related devices when such items are obtained as part of the compliance check. No minor used in compliance check shall attempt to use a false identification misrepresenting the minor's age, and all minors lawfully engaged in compliance checks shall answer all questions about the minor's age asked by the licensee or his or her employee and shall produce any identification, if any exists, for which he or she is asked. Nothing in this Section shall prohibit compliance checks authorized by State or Federal laws for education, research, or training purposes, or required for the enforcement of a particular State or Federal law.

6-4-11: OTHER ILLEGAL ACTS. Unless otherwise provided, the following acts shall be a violation of this ordinance.

- A. **Illegal Sales.** It shall be a violation of this ordinance for any person to sell or otherwise provide any tobacco, tobacco product, ~~or tobacco related device,~~ electronic delivery device, or nicotine or lobelia delivery device to any minor.
- B. **Illegal Possession.** It shall be a violation of this ordinance for any minor to have in his or her possession any tobacco, tobacco product, ~~or tobacco related device,~~ electronic delivery device, or nicotine or lobelia delivery device. This subdivision shall not apply to minors lawfully involved in a compliance check.
- C. **Illegal Use.** It shall be a violation of this ordinance for any minor to smoke, chew, sniff, or otherwise use any tobacco, tobacco product, ~~or tobacco related device,~~ electronic delivery device, or nicotine or lobelia delivery device.
- D. It shall be a violation of this ordinance for any minor to purchase or attempt to purchase or otherwise obtain any tobacco, tobacco product, ~~or tobacco related device,~~ electronic delivery device, or nicotine or lobelia delivery device, and it shall be a violation of this ordinance for any person to purchase or otherwise obtain such items on behalf of a minor. It shall further be a violation for any person to coerce or attempt to coerce a minor to illegally purchase or otherwise obtain or use any tobacco, tobacco product ~~or,~~ tobacco related device, electronic delivery device, or nicotine or lobelia delivery device. This subdivision shall not apply to minors lawfully involved in a compliance check.
- E. **Use of False Identification.** It shall be a violation of this ordinance for any minor to attempt to disguise his or her true age by the use of a false form of identification, where the identification is that of another person or one on which the age of the person has been modified or tampered with to represent an age older than the actual age of the person.

6-4-12: VIOLATIONS.

- A. Notice. Upon discovery of a suspected violation, the alleged violator shall be issued, either personally or by mail, a citation that sets forth the alleged violation and which shall inform the alleged violator of his or her right to be heard on the accusation.
- B. Hearings. If a person accused of violating this ordinance so requests, a hearing shall be scheduled, the time and place of which shall be published and provided to the accused violator.
- C. Hearing Officer. The City Council shall serve as the hearing officer. Minors alleged to be in violation may request a hearing with the City Council serving as the hearing officer.
- D. Decision. If the hearing officer determines that a violation of this ordinance did occur, that decision, along with the hearing officer's reasons for finding a violation and the penalty to be imposed under Section 6-4-13 of this Code, shall be recorded in writing, a copy of which shall be provided to the accused violator. Likewise, if the hearing officer finds that no violation occurred or finds grounds for not imposing any penalty, such findings shall be recorded and a copy provided to the acquitted accused violator.
- E. Appeals. Appeals of any decision made by the hearing officer shall be filed in the district court for the City in which the alleged violation occurred.
- F. Misdemeanor Prosecution. Nothing in this Section shall prohibit the City from seeking prosecution as a misdemeanor for any alleged violation of this ordinance. If the City elects to seek misdemeanor prosecution against an individual in violation of this ordinance, no administrative penalty shall be imposed against that individual.
- G. Continued Violation. Each violation, and every day in which a violation occurs or continues, shall constitute a separate offense.
- H. Minors. Minors alleged to be in violation of this ordinance shall be entitled to the same process as other alleged violators. Unless waived, a minor charged under this ordinance shall be entitled to all confidentiality protections under state law including a private hearing to an appropriate hearing officer.

6-4-13: PENALTIES.

- A. Licensees. Any licensee found to have violated this ordinance, or whose employee shall have violated this ordinance, shall be charged an administrative fine of \$75.00 for a first violation of this ordinance; \$200.00 for a second offense at the same licensed premises within a twenty-four month period; and \$250.00 for a third or subsequent offense at the same location within a twenty-four month

period. In addition, after the third offense, the license shall be suspended for not less than seven days.

- B. Other Individuals. Other individuals, other than minors regulated by Subdivision 3 of this Subsection, found to be in violation of this ordinance shall be charged an administrative fee of \$50.00.
- C. Minors. Minors found in unlawful possession of, or who unlawfully purchase or attempt to purchase tobacco, tobacco products, ~~or~~ tobacco related devices, electronic delivery devices, or nicotine or lobelia delivery devices, shall be charged an administration fee of \$25.00 for any violation. In addition, a minor in violation of this section shall be ordered to attend the Anoka County Youth Tobacco Diversion program.

6-4-14: EXCEPTIONS AND DEFENSES. Nothing in this ordinance shall prevent the providing of tobacco, tobacco products, ~~or~~ tobacco related devices, electronic delivery devices, or nicotine or lobelia delivery devices to a minor as part of a lawfully recognized religious, spiritual, or cultural ceremony. It shall be an affirmative defense to the violation of this ordinance for a person to have reasonably relied on proof of age as described by State law.

6-4-15: SEVERABILITY AND SAVINGS CLAUSE. If any section or portion of this ordinance shall be found unconstitutional or otherwise invalid or unenforceable by a court of competent jurisdiction, that finding shall not serve as an invalidation or affect the validity and enforceability of any other section or provision of this ordinance.

Section 2. Effective Date.

This Amended Ordinance shall take effect thirty (30) days after its publication.

PASSED AND ADOPTED by the City Council of the City of St. Francis, Minnesota, this ___th day of March, 2016.

Steve Kane
Mayor

ATTEST:

Barbara I. Held
City Clerk

ORDINANCE NO. 217, SECOND SERIES

**CITY OF ST. FRANCIS
ANOKA COUNTY
STATE OF MINNESOTA**

**BY ACT OF THE CITY COUNCIL, THIS ORDINANCE ENACTS
CITY ORDINANCE 217, SECOND SERIES, OFFENSES RELATING TO DRUG
PARAPHERNALIA:**

Section 1. Code Enacted. Chapter 8 Section 11 of the St. Francis City Code Entitled Offenses Related to Drug Paraphernalia shall be enacted as follows:

Section 11

8-11-1: OFFENSES RELATING TO DRUG PARAPHERNALIA:

- A. Use or Possession Prohibited. It is unlawful for any person knowingly or intentionally to use or to possess drug paraphernalia. Any violation of this subsection is a petty misdemeanor.
- B. Delivery or Manufacturing Prohibited. A person may not deliver, possess with intent to deliver, or manufacture with intent to deliver, drug paraphernalia, if that person knows or should reasonably know that the drug paraphernalia will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, enhance, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance in violation of Minnesota Statutes Chapter 152. Any violation of this subsection is a misdemeanor.
- C. Definitions:

DRUG PARAPHERNALIA:

1. Except as otherwise provided in subsection 2 of this definition, "drug paraphernalia" means all equipment, products, and materials of any kind, which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, enhancing, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance in violation of Minnesota statutes chapter 152.
2. "Drug paraphernalia" does not include the possession, manufacture, delivery, or sale of hypodermic needles or syringes.
3. The term paraphernalia includes, without limitation:

- a. Kits used, intended for use, or designed for use in planting, propagating, cultivating, growing, or harvesting of any species of plant which is a controlled substance or from which a controlled substance can be derived.
- b. Kits used, intended for use, or designed for use in manufacturing, compounding, converting, producing, processing, or preparing controlled substances.
- c. Isomerization devices used, intended for use, or designed for use in increasing the potency of any species of plant, which is a controlled substance.
- d. Testing equipment used, intended for use, or designed for use in identifying or in analyzing the strength, effectiveness, or purity of controlled substances.
- e. Scales and balances used, intended for use, or designed for use in weighing or measuring controlled substances.
- f. Diluents and adulterants, including quinine hydrochloride, mannitol, dextrose, and lactose, used, intended for use, or designed for use in cutting controlled substances.
- g. Separation gins and sifters used, intended for use, or designed for use in removing twigs and seeds from, or in otherwise cleaning or refining, marijuana.
- h. Blenders, bowls, containers, spoons, grinders, and mixing devices used, intended for use, or designed for use in compounding, manufacturing, producing, processing, or preparing controlled substances.
- i. Capsules, balloons, envelopes, and other containers used, intended for use, or designed for use in packaging small quantities of controlled substances.
- j. Containers and other objects used, intended for use, or designed for use in storing or concealing controlled substances or products or materials used or intended for use in manufacturing, producing, processing, or preparing controlled substances.
- k. Objects used, intended for use, or designed for use in ingesting, inhaling, or otherwise introducing controlled substances to include, but not limited to, marijuana, cocaine, hashish, or hashish oil into the human body, including:
 - (1) Metal, wooden, acrylic, glass, stone, plastic, or ceramic pipes with or without screens, permanent screens, hashish heads, or punctured metal bowls.

- (2) Water pipes.
- (3) Carburetion tubes and devices.
- (4) Smoking and carburetion masks.
- (5) Objects, sometimes commonly referred to as roach clips, used to hold burning material, for example, a marijuana cigarette, that has become too small or too short to be held in the hand.
- (6) Miniature cocaine spoons and cocaine vials.
- (7) Chamber pipes.
- (8) Carburetor pipes.
- (9) Electric pipes.
- (10) Air driven pipes.
- (11) Chillums.
- (12) Bongs.
- (13) Ice pipes or chillers.

- I. Ingredients or components to be used or intended or designed to be used in manufacturing, producing, processing, preparing, testing, or analyzing a controlled substance, whether or not otherwise lawfully obtained, including anhydrous ammonia, nonprescription medications, methamphetamine precursor drugs, or lawfully dispensed controlled substances.

D. Drug Paraphernalia Guidelines: In determining whether an object is drug paraphernalia, a court or other authority shall consider, in addition to all other logically relevant factors:

1. Statements by an owner or by anyone in control of the object concerning its use.
2. Prior convictions, if any, of an owner, or of anyone in control of the object, under any state or federal law relating to any controlled substance.
3. The proximity of the object, in time and space, to a direct violation of this section.
4. The proximity of the object to controlled substances.
5. The existence of any residue of controlled substances on the object.

6. Direct or circumstantial evidence of the intent of an owner, or of any person in control of the object, to deliver the object to another person whom the owner or person in control of the object knows, or should reasonably know, intends to use the object to facilitate a violation of this section. The innocence of an owner, or of any person in control of the object, as to a direct violation of this section may not prevent a finding that the object is intended or designed for use as drug paraphernalia.
7. Instructions, oral or written, provided with the object concerning the object's use.
8. Descriptive materials accompanying the object, which explain or depict the object's use.
9. National and local advertising concerning the object's use.
10. The manner in which the object is displayed for sale.
11. Whether the owner, or anyone in control of the object, is a legitimate supplier of like or related items to the community, for example, a licensed distributor or dealer of tobacco products.
12. Direct or circumstantial evidence of the ratio of sales of the object or objects to the total sales of the business enterprise.
13. The existence and scope of legitimate uses for the object in the community.
14. Expert testimony concerning the object's use.
15. The actual or constructive possession by the owner or by a person in control of the object or the presence in a vehicle or structure where the object is located of written instructions, directions, or recipes to be used, or intended or designed to be used, in manufacturing, producing, processing, preparing, testing, or analyzing a controlled substance.

Section 2. Effective Date.

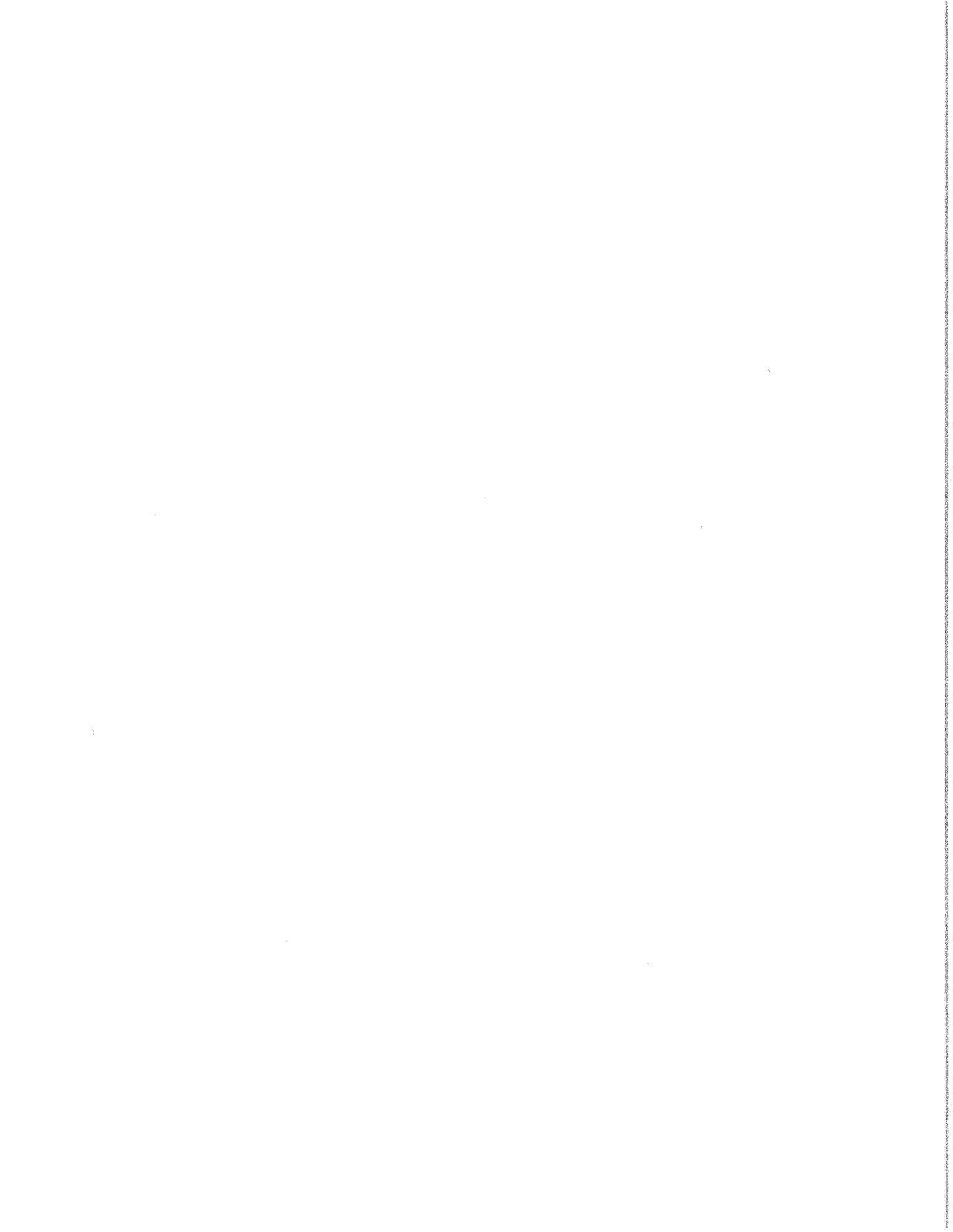
This Ordinance shall take effect thirty (30) days after its publication.

PASSED AND ADOPTED by the City Council of the City of St. Francis, Minnesota, this ___th day of March, 2016.

Steve Kane, Mayor

ATTEST:

Barbara I. Held, City Clerk





BOLTON & MENK, INC.

Consulting Engineers & Surveyors

7533 Sunwood Drive NW • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

MEMORANDUM

Date: February 22, 2016
To: Paul Teicher, Public Works Director
From: Jared Voge, P.E.
City Engineer
Subject: Pederson Drive Improvements
St. Francis, Minnesota
BMI Project No.: R18.109331

INTRODUCTION:

Plans and specifications have been prepared for the Pederson Drive Improvements project.

BACKGROUND:

The Pederson Drive Improvements project has been in development since November 2014. Council action previously taken regarding the project:

1. December 1, 2014 – Authorized Feasibility Report
2. July 6, 2015 – Approved Feasibility, Authorized Plans and Specifications

The project consists of the installation of concrete curb and gutter, storm sewer, and pedestrian improvements between TH 47 and Guarani Street NW. West and north of Guarani Street, the existing bituminous pavement will be milled and overlaid. The construction will be completed in phases to provide continual access to existing businesses along the corridor. A copy of the Detour and Traffic Control Plans has been enclosed for your information

Since Municipal State Aid (MSA) Funds will be used for funding the improvements, MSA Rules must be followed. MSA Rules require that a No Parking Resolution be adopted since the proposed improvement does not provide adequate width for parking on both sides of the street.

RECOMMENDATION:

1. Present Resolution Approving Plans and Specifications to Council for adoption. A copy has been enclosed.
2. Present Resolution Relating to Parking Restrictions to Council for adoption. A copy has been enclosed.

BUDGET IMPACT:

The total estimated project cost breakdown by funding source is as follows:

MSA Funds - \$1,118,000 (includes construction, Preliminary Engineering Report, topography, contract administration, construction observation, construction staking, legal, administration, permitting, crosswalk lighting)

City Funds - \$2,000 (includes manhole and gate valve adjustments)

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

JAV/kg

Enclosures

SECTION 00100 - ADVERTISEMENT FOR BIDS

Pederson Drive Improvements - 2016
S.A.P. 235-127-001

City of St. Francis
St. Francis, MN

RECEIPT AND OPENING OF PROPOSALS: Sealed proposals for the work described below will be received at the Office of the City Administrator, City of St. Francis, 23340 Cree Street NW, St. Francis, MN 55070-9390 until 10:00 a.m. on April 5, 2016 at which time the bids will be opened and publicly read.

DESCRIPTION OF WORK: The work includes the construction of approximately:

| | | | | | |
|-------|------|----------------------------|--------|-----|------------------------------|
| 7,400 | SY | Remove Bituminous Pavement | 12,980 | SY | Mill Bituminous Surface |
| 4,500 | CY | Common Excavation | 2,900 | CY | Aggregate Base, Cl. 5 |
| 1,800 | SF | 5"- 6" Concrete Walk | 3,600 | TON | Bituminous Surfacing |
| 120 | SY | Concrete Driveway Pavement | 700 | LF | 12"-24" RCP Storm Sewer |
| 3,990 | LF | Concrete Curb & Gutter | 42 | LF | Construct Drainage Structure |
| 1.30 | ACRE | Turf Establishment | | | |

together with numerous related items of work, all in accordance with Plans and Specifications. This project includes funding from the Minnesota Department of Transportation. State wage requirements shall apply. This project is subject to Responsible Contractor Certification.

PLANHOLDERS LIST, ADDENDUMS AND BID TABULATION: The planholders list, addendums and bid tabulations will be available for download on-line at www.bolton-menk.com or www.questcdn.com. Any addendums may also be distributed by mail, fax or email.

TO OBTAIN BID DOCUMENTS: Complete digital project bidding documents are available at www.bolton-menk.com or www.questcdn.com. You may [view](#) the digital plan documents for [free](#) by entering Quest project # 4313412 on the website's Project Search page. Documents may be downloaded for \$20.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information. An optional paper set of project documents is also available for a nonrefundable price of \$50.00 per set, which includes applicable sales tax and shipping. Please make your check to payable to Bolton & Menk, Inc. and send it to 7533 Sunwood Drive NW, Suite 206, Ramsey, MN 55303, (763) 433-2851, fax (763)427-0833

BID SECURITY: A certified check or proposal bond in the amount of not less than 5 percent of the total amount bid, drawn in favor of City of St. Francis shall accompany each bid.

OWNER'S RIGHTS RESERVED: The Owner reserves the right to reject any or all bids and to waive any irregularities and informalities therein and to award the Contract to other than the lowest bidder if, in their discretion, the interest of the Owner would be best served thereby.

Dated: February 23, 2016 /s/ Joe Kohlmann
City Administrator

Published:

QuestCDN

Anoka County Union Herald: March 11, 2016, March 18, 2016, March 25, 2016

****END OF SECTION****

MINNESOTA DEPARTMENT OF TRANSPORTATION
THE COUNTY OF ANOKA (CITY OF ST. FRANCIS)
CONSTRUCTION PLAN FOR

S.A.P. 235-127-001 LOCATED ON PEDERSON DRIVE NW BETWEEN CSMH 28 AND T.H. 47
FROM 11.7' NORTH OF SOUTH ROW LINE OF CSMH 28 TO 85.5' EAST OF WEST ROW LINE OF T.H. 47

STATE AID PROJ. NO. 235-127-001
GROSS LENGTH 6365 FEET 1.21 MILES
BRIDGES LENGTH 0.00 FEET 0.000 MILES
EXCEPTIONS LENGTH 0.00 FEET 0.000 MILES
NET LENGTH 6365 FEET 1.21 MILES



SCALES
PLAN 1" = 40'
PROFILE 1" = 4'
WORK MAP 1" = 40'

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOVERNS STATE ONLY CALL 1-800-255-1364 OR 651-451-4000.
THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL 0. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE CAROLINES OF CHANCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

PROJECT DATUM:
HORIZONTAL: ANOKA COUNTY COORDINATES, NAD 83 1996 ADJUSTMENT
VERTICAL: NAVD83



BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANUEL BEN FERRAZ, L.S. 32971, P.E., 600 RICHMOND, ST. FRANCIS, MN 55070
BRUCE W. BAKER, L.S. 32972, P.E., 600 RICHMOND, ST. FRANCIS, MN 55070
MELVIN SPENCER, L.S. 32973, P.E., 600 RICHMOND, ST. FRANCIS, MN 55070

STATE AID PROJ. NO. 235-127-001
SHEET NO. 60.01 OF 61 SHEETS

MINN. PROJ. NO. _____

GOVERNING SPECIFICATIONS
THE 2015 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" TOGETHER WITH ALL SUPPLEMENTAL SPECIFICATIONS AND AMENDMENTS THEREON SHALL APPLY TO THIS PROJECT FROM THE DATE OF ADVERTISEMENT.
TRAFFIC CONTROL
ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST EDITIONS OF THE TRAFFIC CONTROL BOOKS LISTED.

| SHEET NO. | INDEX |
|---------------|--|
| 60.01 | TITLE SHEET |
| 60.02 | LEGEND |
| 60.03 | GENERAL CONSTRUCTION NOTES |
| C0.01 - C0.05 | GENERAL PLANS |
| C1.01 | STATEMENT OF ESTIMATED QUANTITIES TABLES |
| C1.02 - C1.03 | TABLES |
| C1.04 - C1.05 | TYPICAL SECTIONS |
| C1.06 - C1.11 | CONSTRUCTION DETAILS |
| C1.12 - C1.14 | PEDESTRIAN RAMP DETAILS |
| C1.15 | INTERSECTION DETAILS |
| C1.16 | PHASING PLAN |
| C2.01 - C2.04 | STORM WATER POLLUTION PREVENTION PLAN |
| C2.05 - C2.06 | EROSION CONTROL PLAN |
| C6.01 - C6.04 | STREET PLAN |
| C6.05 - C6.08 | STREET & UTILITY PLAN AND PROFILES |
| C8.01 - C8.05 | SIGNING & STRIPING PLAN |
| C8.07 - C8.08 | DETOUR PLAN |
| C8.09 - C8.11 | TRAFFIC CONTROL |
| C9.01 - C9.11 | CROSS SECTIONS |

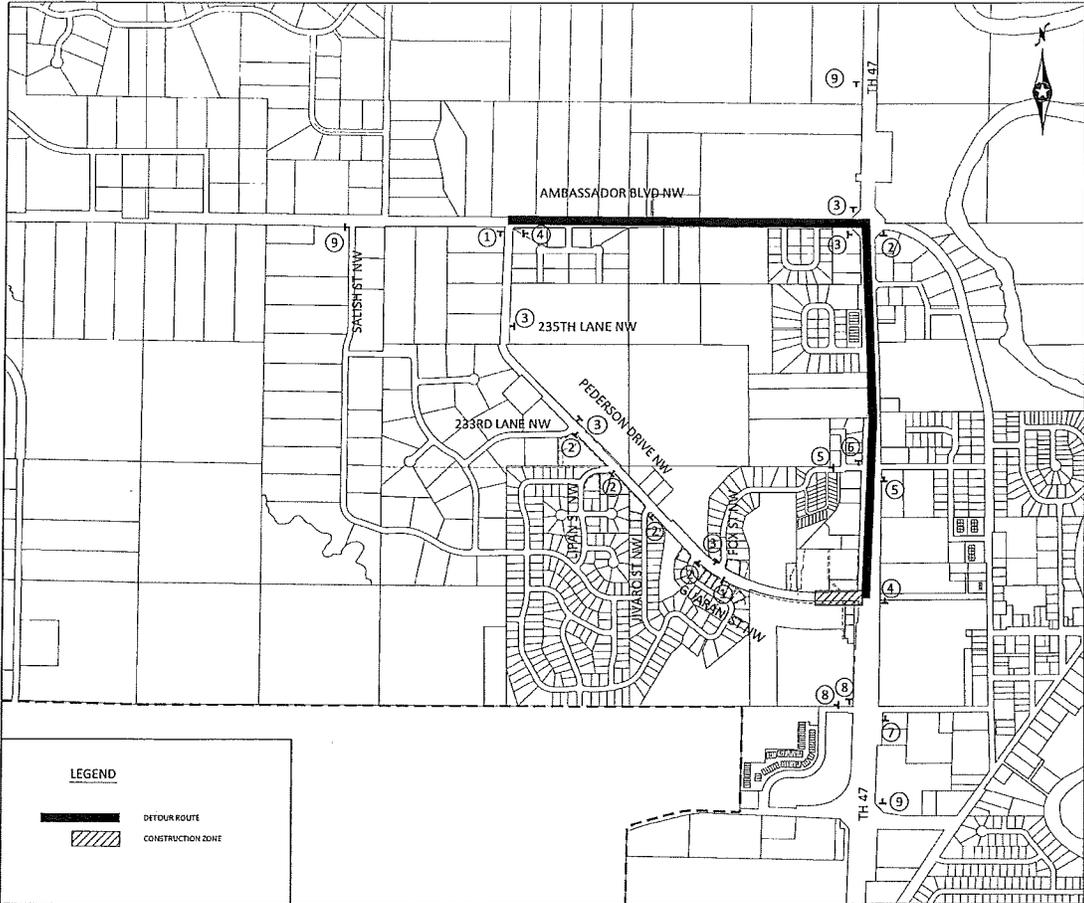
THIS SET OF PLANS CONTAINS 61 SHEETS

DESIGN DESIGNATION

| | |
|------------------------------|----------------------------|
| TRF R ₁₀ | N/A |
| R Value | 70 |
| Pres. ADT | 7,300 (2015) |
| Proj. ADT | 11,154 (2035) |
| Proj. HCADT | 1500 |
| Soil Factor | N/A |
| Shoulder Width | Under |
| Graded In | Under |
| Roadway Classification | LOCAL IN URBAN BOUNDARY |
| No. of Traffic Lanes | 1 |
| No. of Parking Lanes | 0 |
| Design Speed | 35 MPH |
| Based On | Stopping Sight Distance |
| Height of Eye | 3.5' Height of Object 3.0' |
| Design Speed Not Achieved At | N/A |
| STA _____ | TO STA _____ MPH |
| STA _____ | TO STA _____ MPH |
| STA _____ | TO STA _____ MPH |

LOCAL AGENCY SIGNATURES:
I, AMF,
Design Engineer, hereby certify that this plan was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Date: 01/06/2016 License number: 45069
Approved: AMF Date: 2/10/16
STATE AID APPROVALS:
District State Aid Engineer: _____ Date: _____
Reviewed for Compliance with State Aid Rules/Policy: _____ Date: _____
State Aid Engineer: Approved for State Aid Funding: _____ Date: _____

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10/2012 Minnesota State Aid Form, Rev. 2011, 1.28.12



- ① ROAD CLOSED AHEAD
W30.0 48°34.0'
- ② PEDERSON DRIVE
ESTABLISH
M30.0 90°34.0'
- ③ PEDERSON DRIVE
DETOUR
M30.0 90°34.0'
- ④ PEDERSON DRIVE
DETOUR
M30.0 90°34.0'
- ⑤ STORES OPEN FOR BUSINESS
- ⑥ STORES OPEN FOR BUSINESS
- ⑦ MANSENI'S PIZZA & PASTA
- ⑧ MANSENI'S PIZZA & PASTA
- ⑨ DETOUR AHEAD
W30.0 48°34.0'

LEGEND

— DETOUR ROUTE

▨ CONSTRUCTION ZONE

0 500 1000
HORIZONTAL SCALE
FEET

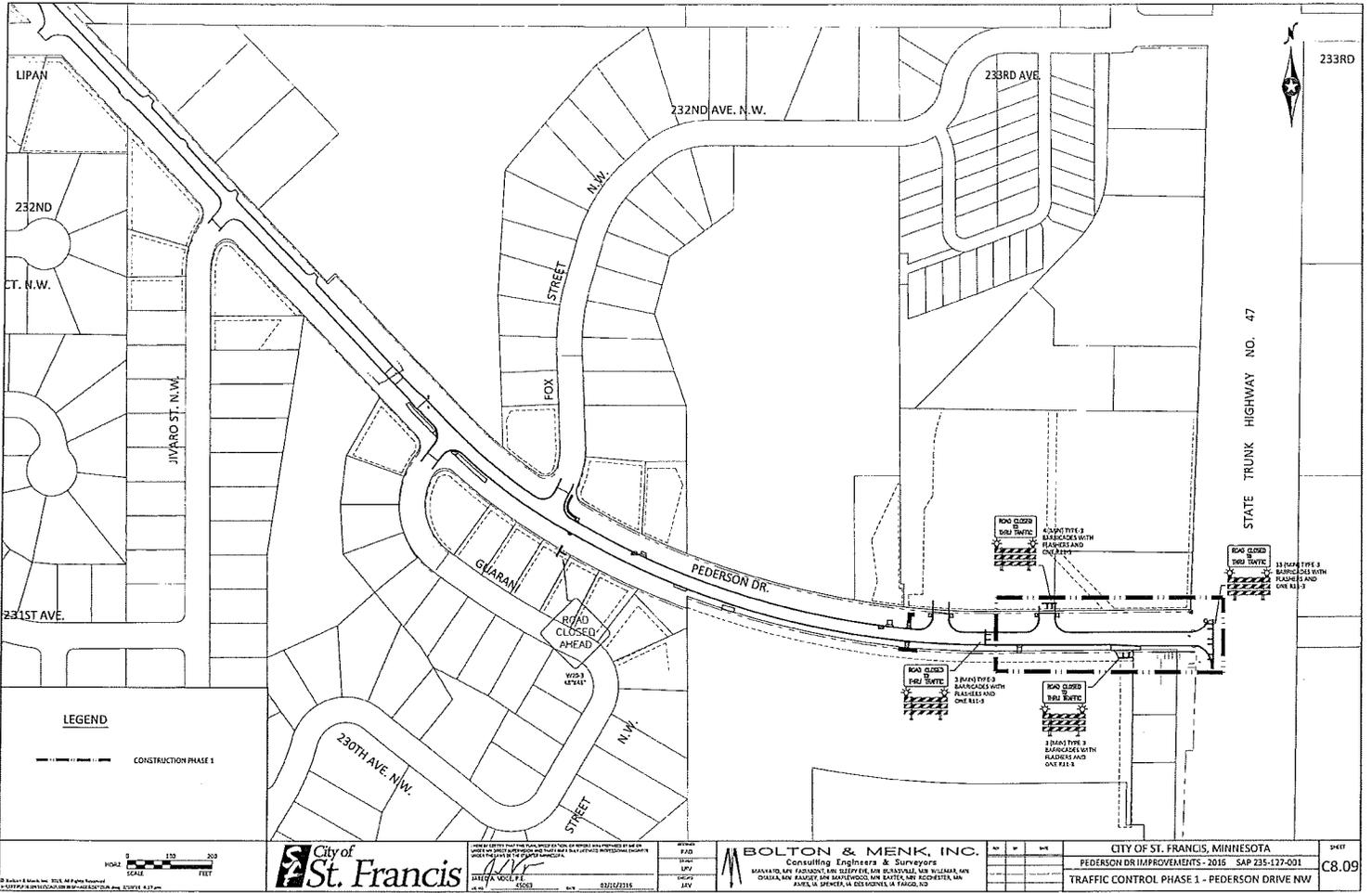
City of St. Francis

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MINNESOTA, ILLINOIS, MISSOURI, WISCONSIN, IOWA, NEBRASKA, KANSAS, MISSOURI, ARIZONA, CALIFORNIA, TEXAS, OREGON, WASHINGTON, IDAHO, MONTANA, WYOMING, NEBRASKA, KANSAS, MISSOURI, ARIZONA, CALIFORNIA, TEXAS, OREGON, WASHINGTON, IDAHO, MONTANA, WYOMING

CITY OF ST. FRANCIS, MINNESOTA
PEDERSON DR IMPROVEMENTS - 2016 SAP 235-127-001

DETOUR PLAN PHASE 1 - PEDERSON DRIVE NW

CB.07



LEGEND

--- CONSTRUCTION PHASE 1

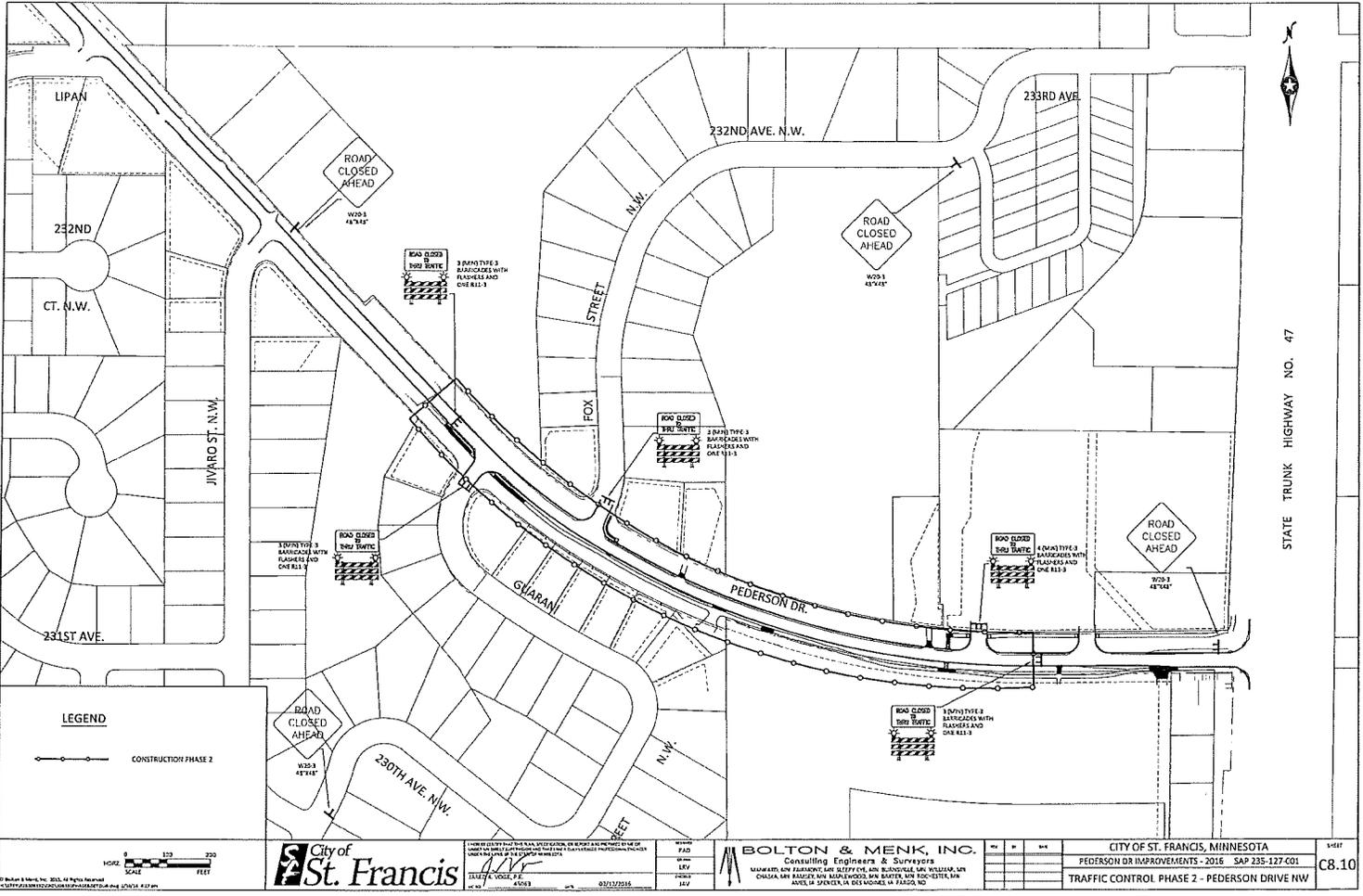


City of St. Francis

BOLTON & MENK, INC.
 Consulting Engineers & Surveyors
 10000 W. PLYMOUTH RD. SUITE 1000, BURNSVILLE, MN 55337
 612.835.1100

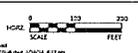
CITY OF ST. FRANCIS, MINNESOTA
 PEDERSON DR IMPROVEMENTS - 2015 SAP 235-127-001
 TRAFFIC CONTROL PHASE 1 - PEDERSON DRIVE NW

Sheet
C8.09



STATE TRUNK HIGHWAY NO. 47

LEGEND



City of St. Francis

[Signature]
TELEPHONE: 612.452.4100
FAX: 612.452.4101
WWW: WWW.CITYOFSTFRANCIS.MN

| | |
|-------|-----------|
| DATE | 2/21/2016 |
| BY | JLV |
| APP'D | |
| REV | |

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
1500 W. WASHINGTON ST. SUITE 200, ST. FRANCIS, MN 55070
CHASMA, MN 55425, AND KALAWOOD, MN 55425, AND ROCHESTER, MN 55901
AVENUE ST. FRANCIS LA. DES MOINES IA 50319

CITY OF ST. FRANCIS, MINNESOTA
PEDERSON DR IMPROVEMENTS - 2016 SAP 235-127.C01
TRAFFIC CONTROL PHASE 2 - PEDERSON DRIVE NW
CB.10

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

HELD: March 7, 2016

Pursuant to due call and notice thereof, a regular meeting of the City Council of City St. Francis, Minnesota, was duly called and held in the Council Chambers of the St. Francis Independent School District No. 15 District Office in said City on the 7th day of March 2016, at 6:00 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS
AND ORDERING ADVERTISEMENT FOR BIDS
CITY OF ST. FRANCIS, MINNESOTA
RESOLUTION NO. 2016-04**

WHEREAS, pursuant to a motion passed by the council on July 6, 2015, the City Engineer (consulting engineer retained for the purpose) has prepared plans and specifications for the improvement of Pederson Drive NW between the west line of Trunk Highway 47 and the south line of Ambassador Boulevard NW by the construction of street improvements and has presented such plans and specifications to the Council for approval;

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

1. Such plans and specifications are hereby approved and ordered placed on file in the office of the City Clerk
2. The City Clerk shall prepare and cause to be inserted in the official paper and in the Finance & Commerce trade publication an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for twenty-one days, shall specify the work to be done, shall state that bids will be publicly opened on April 5, 2016 at 10:00 a.m. at City Hall in said City and that no bids will be considered unless sealed and filed with the Clerk and accompanied by a cash deposit, cashier's check, bid bond, or certified check payable to the Clerk for 5% of the amount such bid.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Steve Kane, Mayor

ATTEST:

Barbara I. Held, City Clerk

STATE OF MINNESOTA
CITY OF ST. FRANCIS
COUNTY OF ANOKA

I, the undersigned, being the duly qualified and acting Clerk of the City of St. Francis, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relates to a resolution approving plans and specifications and ordering advertisement for bids on the Pederson Drive NW Improvements for said City.

WITNESS my hand and the seal of the said City this _____ day of _____, 2016.

Barbara I. Held, City Clerk

(SEAL)

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

HELD: March 7, 2016

Pursuant to due call and notice thereof, a regular meeting of the City Council of City St. Francis, Minnesota, was duly called and held in the Council Chambers of the St. Francis Independent School District No. 15 District Office in said City on the 7th day of March 2016, at 6:00 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION RELATING TO PARKING RESTRICTIONS
S.A.P. 235-127-001 FROM AMBASSADOR BOULEVARD TO ST. FRANCIS
BOULEVARD IN THE CITY OF ST. FRANCIS, MINNESOTA
RESOLUTION NO. 2016-05**

WHEREAS, THIS RESOLUTION was passed this 7th day of March, 2016, by the City of St. Francis in Anoka County, Minnesota. The Municipal corporation shall hereinafter be called the "City",

WHEREAS, the "City", has planned the improvement of Pederson Drive, State Aid Route No. 235-127-001 from Ambassador Boulevard to St. Francis Boulevard in the City of St. Francis, Minnesota; and

WHEREAS, the "City" will be expending Municipal State Aid Funds on the improvements of this Street; and

WHEREAS, this improvement does not provide adequate width for parking on both sides of the street; and approval of the proposed construction as a Municipal State Aid Street project must therefore be conditioned upon certain parking restrictions.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. That the "City" shall ban the parking of motor vehicles on Pederson Drive between Ambassador Boulevard and St. Francis Boulevard at all times. Dated this 7th day of March, 2016.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Steve Kane, Mayor

ATTEST:

Barbara I. Held, City Clerk



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

7533 Sunwood Drive NW • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

MEMORANDUM

Date: February 23, 2016
To: Paul Teicher, Public Works Director
City of St. Francis
From: Jared Voge, P.E.
City Engineer
Subject: Mn/DOT Agreement No. 1002460
City of St. Francis, Minnesota
Project No.: R18.111380

Please find enclosed three copies of Master Partnership Agreement No. 1002460 from the Minnesota Department of Transportation. The Master Partnership Agreement provides an opportunity for the City of St. Francis and the Minnesota Department of Transportation to work together on such items as roadway and lighting maintenance and share professional and technical services such as materials testing, etc. Master Partnership Agreements are typical in State Aid Cities and are reviewed and updated when projects with federal funds are planned, e.g. Bridge Street Improvements. The Master Partnership Agreement will be valid through June 30, 2017. Following expiration of the enclosed agreement, a new agreement will be presented to council for consideration.

With the Master Partnership Agreement in place, the overall time required for Mn/DOT and the City of St. Francis to work jointly is greatly reduced. In addition, the agreement provides a mechanism for the transfer of funds for services provided. The Master Partnership Agreement is a reciprocal agreement, meaning that the City of St. Francis can utilize Mn/DOT services and Mn/DOT can utilize City of St. Francis services.

We recommend that the City Council pass the enclosed resolution authorizing the Master Partnership Agreement No. 1002460 with the Minnesota Department of Transportation. Following approval of the agreement and passing of the Resolution, a Certified Resolution will be inserted as the last page in each of the three Agreements. In addition, the Agreements should be executed (page 14) and forwarded to the Metro District-Office of State Aid, Attn: Sharon LeMay, 1500 County Road B2, Roseville, MN 55113 for further processing.

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

JAV/kg

Enclosures

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

HELD: March 7, 2016

Pursuant to due call and notice thereof, a regular meeting of the City Council of City St. Francis, Minnesota, was duly called and held in the Council Chambers of the St. Francis Independent School District No. 15 District Office in said City on the 7th day of March 2016, at 6:00 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING EXECUTION OF A MASTER PARTNERSHIP
CONTRACT BETWEEN THE MINNESOTA DEPARTMENT OF TRANSPORTATION
(MN/DOT) AND THE CITY OF ST. FRANCIS, MINNESOTA
RESOLUTION NO. 2016-06**

WHEREAS, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, Mn/DOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write "work orders" against a master contract would provide the greatest speed and flexibility in responding to identified needs.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. That the City of St. Francis enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the St. Francis City Council.
2. That the proper City of St. Francis officers are authorized to execute such contract and any amendments thereto.
3. That the City of St. Francis's Public Works Director is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from Mn/DOT, and that the St. Francis's Public Works Director may execute such work order contracts on behalf of the City of St. Francis without further approval by the Council.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Steve Kane, Mayor

Barbara I. Held, City Clerk

**STATE OF MINNESOTA
AND
CITY OF ST. FRANCIS
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation hereinafter referred to as the "State" and City of St. Francis, acting through its City Council, hereinafter referred to as the "Local Government."

Recitals

1. The parties are authorized to enter into this agreement pursuant to Minnesota Statutes. §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this Contract is a "road authority" as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into agreements with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally procure services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract provides a framework for the efficient handling of such requests. This Master Partnership Contract contains terms generally governing the relationship between the parties hereto. When specific services are requested, the parties will (unless otherwise specified herein) enter into a "Work Order" contracts.
7. Subsequent to the execution of this Master Partnership Contract, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this Master Partnership Contract to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Master Contract

1. **Term of Master Contract; Use of Work Order Contracts; Survival of Terms**
 - 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
 - 1.2. A party must not accept work under this Contract until it is fully executed.
 - 1.3. **Expiration Date.** This Contract will expire on June 30, 2017.

- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that engagement. A party must not begin work under a work order until such work order is fully executed. The terms of this Master Partnership Contract will apply to all work orders issued hereunder, unless specifically varied in the work order. The Local Government understands that this Master Contract is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this Master Contract will survive with respect to any Work Order issued prior to the expiration date of the Master Contract.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.

2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Technical services are limited to the following services:
 - 2.1.1. Pavement Striping, Sign and Signal Repair, Bridge Load Ratings, Bridge and Structure Inspections, Minor Bridge Maintenance, Minor Road Maintenance (such as guard rail repair and sign knockdown repair), Pavement Condition Data, Materials Testing and Carcass Removal.
 - 2.1.2. Every other service not falling under the services listed in 2.1.1 will require a Work Order contract.
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary labor additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.

- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party’s professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.
- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party’s own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific

project/engagement, although “on call” work orders may be prepared for certain types of services, especially for “Technical Services” items as identified section 2.1.2. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Local Government will not be paid for work performed prior to execution of a work order and authorization by the State.

4. Responsibilities of the Providing Party

The party requesting the work will be referred to as the “Requesting Party” and the party performing the work will be referred to as the “Providing Party.” Each work order will set forth particular requirements for that project/engagement.

- 4.1. ***Terms Applicable to ALL Work Orders.*** The terms in this section 4.1 will apply to ALL work orders.
- 4.1.1. Each work order will identify an Authorized Representative for each party. Each party’s authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this Master Contract or the work order.
- 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party’s authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.
- 4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order may require the Local Government to deposit payment in advance or may, at the State’s option, permit payment in arrears. If the State furnishes the services requested, the Local Government will promptly pay the State to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current State labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed is considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued hereunder, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. ***Additional Terms for Roadway Maintenance.*** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
- 4.2.1. Unless otherwise provided for by agreement or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.

- 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
- 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. ***Additional Terms for Construction Administration.*** The terms of section 4.1 and this section 4.3 will apply to all work orders for construction administration.
- 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
- 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
- 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
- 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
- 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
- 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts
- 4.3.7. Unless otherwise agreed in a Work Order, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.
- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
- 4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no

liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.

- 4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
- 4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, NPDES and other environmental permits.
- 4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and/or inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary labor additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary labor additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this Master Contract will not exceed \$50,000.00.

7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

7.4. **Payment.**

7.4.1. **Generally.** The *Requesting Party* will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.

7.4.2. **Payment by the Local Government.**

7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.

7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.**

7.4.2.3. Remit payment to the address below:

MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1002460 and Invoice Number #####
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

7.4.3. **Payment by the State.**

7.4.3.1. **Generally.** The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.

7.4.3.2. **Retainage for Professional and Technical Services.** For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

8. **Conditions of Payment**

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts

- 9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.
- 9.2. The Local Government's Project Manager will be identified in each work order contract.

10. State's Authorized Representative and Project Manager

- 10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 10.2. The State's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. *Assignment.* Neither party may assign or transfer any rights or obligations under this Master Contract or any work order contract without the prior consent of the other and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Master Contract, or their successors in office.
- 11.2. *Amendments.* Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. *Waiver.* If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. *Contract Complete.* This master contract and any work order contract contain all negotiations and agreements between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability.

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. § 115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. § 471.59 subd. 1a will apply to any work undertaken under this Master Contract and any work order issued hereunder.

13. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Master Contract.

14. Government Data Practices and Intellectual Property

14.1. ***Government Data Practices.*** The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Master Contract and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Master Contract and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.

14.2. ***Intellectual Property Rights***

14.2.1. ***Intellectual Property Rights.*** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subd.s of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. ***Obligations with Respect to Intellectual Property.***

14.2.2.1. ***Notification.*** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

14.2.2.2. ***Representation.*** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. **Affirmative Action**

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this Master Contract, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

- 15.1. ***Covered Contracts and Contractors.*** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 15.2. ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.3. ***Minn. R. Parts 5000.3400-5000.3600.***
 - 15.3.1. ***General.*** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - 15.3.2. ***Disabled Workers.*** The Contractor must comply with the following affirmative action requirements for disabled workers:
 - 15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - 15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota

Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. **Workers' Compensation**

Each party will be responsible for its own employees for any workers compensation claims. This Master Contract, and any work orders issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this Master Contract, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the Contract and the statute.

17. **Publicity**

17.1. *Publicity.* Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. *Data Practices Act.* Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

18. **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. **Prompt Payment; Payment to Subcontractors**

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. **Minn. Stat. § 181.59.** The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. **Termination; Suspension**

- 21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Local Government for Convenience.** The Local Government may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this Master Contract and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. **Data Disclosure**

Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the

payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this Master Contract, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

[The balance of this page has intentionally been left blank – signature page follows]

LOCAL GOVERNMENT

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____
(with delegated authority)
Title: Division Director
Date: _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____
Date: _____

MEMO

To: Mayor and Council

From: City Administrator

Date: 3/7/16

RE: Police Chief Position

Staff has *attached* a Memo from the City Attorney and a revised Police Chief Job Description. The attached memo summarizes the hiring process:

- 1) Job Description revision
- 2) Posting of position
- 3) Establish interview dates
- 4) Potential second interview dates
- 5) Action steps if an internal candidate is or is not identified

Assuming that the City Administrator and City Attorney will develop interview questions and a scoring system, there are several outstanding issues.

- 1) Is the interview panel the City Council with the City Attorney and City Administrator sitting in?
- 2) One or two interview dates for the candidates?
- 3) Set dates of interviews for early April with an appointment to take place at the April 18th City Council Meeting, likely effective April 29th.

Once the preceding three issues are discussed and determined, direct staff to proceed.

Recommended Motion:

Motion to authorize the *attached* changes to the Police Chief Job Description and authorization for City Staff to post the position as described in the *attached* Memo from the City Attorney when staff deems appropriate timing.

MEMORANDUM

TO: Joe Kohlmann, City Administrator
FROM: Scott Lepak, City Attorney
RE: Police Chief hiring process
DATED: February 29, 2016

This is a follow up to our prior discussions and City Council direction on the police chief hiring process. It is intended to provide an UPDATED outline and suggested process for the City to consider:

1. The Council direction is to open the application process to all experienced individuals currently within the department. In order to accomplish this directive, it will be necessary to revise the Police Chief job description. As currently drafted, there is only one internal individual that would meet the minimum requirements of the position.

I have attached an amended job description. The notable changes are as follows:

- It moves the current supervisory responsibility out of the minimum requirements
- The minimum requirements section replaces the supervisory responsibility with a broader requirement of five years experience with “demonstrated increased responsibilities.”
- The job description now has a preferred qualification section. This includes:
 - The supervisory requirements under the current minimum requirements
 - A Bachelor’s Degree in a law enforcement related field*;
and
 - Experience in community policing*.

*The Bachelors and community policing language comes from a similar posting for Mounds View. The Mounds View police chief posting provides as follows:

The City of Mounds View is accepting applications for the position of Chief of Police. Salary range from \$92,227 to \$115,274. This Department Director position oversees a department of 22 FTEs, including nineteen sworn officers, and manages an annual budget of \$2.7 million. This position reports directly to the City Administrator and serves at the discretion of the City Council and Police Civil Service Commission. Qualified candidates must be POST certified (or be eligible), have a bachelor's degree in a related field and have a proven track record of strong leadership and unquestionable ethics. Candidates shall have at least ten years of experience in law enforcement with five or more years in a senior management capacity. Experience in community policing and promoting community partnerships and outreach efforts is preferred. A graduate level degree is desired. Application and job description are available at the City's website: <http://www.ci.mounds-view.mn.us/>. Resume and application materials should be submitted no later than March 4, 2016, 4:30 p.m.

This job description should be placed before the Council for consideration and potential approval or revision . Once this is considered by the Council, staff can post the position and undertake the application and internal interview process.

2. Physically post the position opening and get a copy to all current licensed officers who are not currently on duty. I suggest the following:

The City of St. Francis is inviting qualified applicants for the position of Police Chief. Interested individuals must submit an application, resume and cover sheet to the St. Francis City Administrator by 4:00 p.m. _____, 2016. For more information, please call Joe Kohlmann at 763-235-2301.

(note include the job description along with the posting).

3. Establish initial interview dates in April.
 - a. Develop initial scoring/interview team.
 - b. Develop initial scoring system for applicants.
 - c. Develop interview questions for initial interview team.
 - d. Decide on scoring system for applications and results of interviews
4. Check with council on availability for second interviews. Make sure all 5 can attend.
 - a. Post interviews as an open meeting because all of the council will be present.
 - b. Develop interview questions for council. Allow council input into questions.
 - c. Decide on scoring system.
5. Council Interview candidates.
6. If internal candidate is identified
 - a. If it is a candidate that would not meet the minimum requirements of the position or would violate other City policy (i.e. nepotism policy), discuss issue with Council and seek direction. For example, the affected City policy would need to be amended.
 - b. If the candidate is selected, start negotiation on placement and effective date.
7. If an internal candidates is not identified,
 - a. go to external hire process.
 - b. Consider acting chief appointment.

**City of
ST. FRANCIS**

POSITION PROFILE

Effective Date: January 2016

Position Title: Police Chief

Status: Exempt

Department: Police Department

Approved: _____

Accountable to: City Administrator

Primary Objectives

Performs administrative and managerial work overseeing and directing Police Department operations and staff to provide crime prevention, law enforcement and emergency protection to promote a safe, secure community; performs related duties as required.

Supervision Received

Works under the administrative direction of the City Administrator.

Supervision Exercised

Provides general supervision to the Department including direct supervision of Sergeant and Administrative Assistant staff and administrative oversight to all other staff.

MAJOR AREAS OF ACCOUNTABILITY

- * 1. Plans, directs and oversees department operations; establishes operational plans; delegates work and maintains discipline; responds to and oversees extraordinary law enforcement events and reviews and approves a variety of reports.
- * 2. Supervises staff, either directly or through lower ranking supervisory staff. Initiates and assists in selection process and makes hiring recommendations to City Administrator; provides direction and advice, coaches, trains, assigns and reviews work, awards commendations, conducts performance evaluations and recommends discipline and discharge.
- * 3. Oversees and/or develops and implements department policies and procedures in accordance with federal and state laws and mandates, rules and regulations and to ensure efficient and effective operations.
- * 4. Coordinates law enforcement efforts with the State, area counties and communities, special agencies and task forces and the FBI.

- * 5. Develops long- and short-term goals and ensures their implementation.
- * 6. Promotes community relations efforts, delivers presentations to public and oversees or participates in community relations and crime prevention activities.
- * 7. Oversees and/or participates in legal and judicial activities; signs criminal complaints prepared by City Attorney.
- * 8. Develops the department budget for review by the City Administrator and manages or oversees department finances; identifies and obtains funding (grants, donations, etc.) and maintains the drug forfeiture fund.
- * 9. Provides information and assistance to the public; receives citizen complaints, prepares an incident summary and assigns staff to conduct internal affairs investigation.
- *10. Assigns officers to specialty assignments; evaluates the effectiveness of organizations, services, and programs and ensures training, policies, procedures and practices are in place to promote officer safety.
- *11. Reviews and analyzes bids and quotes and approves purchases; submits requests for inclusion in the CIP.
- *12. Supervises and performs routine or non-emergency duties, may identify suspects, investigates licensing permits, (liquor, parade, handgun, etc.) and completes reports on routine, non-emergency situations.
- *13. Ensures enforcement of the labor agreement and personnel policies; responds to concerns and grievances, and provides input in labor negotiations.
- 14. Develops or coordinates development of a disaster/emergency response plan in accordance with Department of Homeland Security and other relevant agencies and jurisdictions; participates in emergency preparedness activities and drills.
- *15. Negotiates contracts for service with the City of Bethel and the School District and ensures services are provided in accordance with the agreement.
- *16. Oversees record maintenance and disclosure and ensures proper certification and training are obtained by appropriate staff.
- *17. Oversees, coordinates and resolves issues with City and County prosecutors, and members of the judicial system.
- 18. Establishes and maintains a professional and positive image with the public by responding to requests for services and complaints in a professional, pleasant and tactful manner.
- 19. Attends and participates at meetings of the City Administrator, City Council, Commissions and agencies as requested.
- 20. Performs other duties as needed or assigned.

KNOWLEDGE, SKILLS, AND ABILITIES

- * ➤ Thorough knowledge of law enforcement procedures and techniques including operation of police vehicles, radios, radars and related equipment.
- * ➤ Considerable knowledge of federal, state, and local laws and regulations as they pertain to law enforcement.
- * ➤ Considerable knowledge of the judicial process as it pertains to law enforcement.
- * ➤ Considerable knowledge of the MN Data Practices Act and City policies.
- * ➤ Considerable knowledge of budgeting, purchasing, and financial controls related to areas of responsibility.
- * ➤ Working skill in handling and discharging firearms in a safe manner.
- * ➤ Working skill to expertly drive a motor vehicle under adverse conditions.
- * ➤ Thorough ability to apply laws to specific incidents.
- * ➤ Considerable ability to analyze situations and determine appropriate action.
- * ➤ Considerable ability to manage and direct operations and to plan, schedule and coordinate activities.
- * ➤ Considerable ability to supervise and motivate staff and to delegate authority and responsibility in a manner conducive to efficient performance and high morale.
- * ➤ Considerable ability to communicate effectively both orally and in writing and to maintain strict confidentiality.
- * ➤ Considerable ability to appropriately resolve citizen and employee complaints and concerns in accordance with established City policy and/or contracts.
- * ➤ Considerable ability to respond quickly and appropriately to crisis and emergency situations.
- * ➤ Considerable ability to safely and effectively handle situations with composure, professionalism and respect for citizens' rights and to direct others to do so.
- * ➤ Considerable ability to see, hear, and remember people, evidence, facts, and circumstances and to "sense" when problems exist.
- * ➤ Considerable ability to maintain the security of data and evidence, enforce compliance with the MN Data Practices Act, HIPAA and related laws and ensure procedures are in place and staff is properly trained to comply with all requirements.
- * ➤ Considerable ability to develop and maintain relationships with City employees, members of the legal and judiciary system, regulatory agency representatives, other law enforcement agencies and the general public.
- * ➤ Considerable ability to oversee and direct the work of others in a 24-hour, seven day/week operation.
- * ➤ Considerable ability to promote and maintain a high standard of professionalism, integrity and ethics, both at work and outside of work.
- * ➤ Considerable ability to handle highly sensitive, confidential and stressful situations.
- * ➤ Considerable ability to develop and enforce policies and procedures.
- * ➤ Considerable ability to prepare accurate and thorough reports and to review reports prepared by others.
- * ➤ Considerable ability to oversee or participate in investigation of crime and accidents.
 - Working ability to operate a radio and a squad laptop.
 - Some ability to occasionally lift and carry or drag objects or people weighing up to 100 pounds.
 - Some ability to work in all types of weather conditions.
- * ➤ Ability to maintain required licenses and certifications

MINIMUM QUALIFICATIONS

- Must possess and maintain a Minnesota Peace Officer License.
- Must have eight years of sworn law enforcement experience in a jurisdiction with five or more officers and demonstrated increased responsibilities for the preceding five years of which must have been as a sergeant or higher ranking officer supervising sworn officers.
- Must successfully pass and maintain a satisfactory rating for a police chief on physical agility and psychological evaluations.
- Must possess and maintain a valid Minnesota driver's license or equivalent out-of-state.

PREFERRED QUALIFICATIONS

- Bachelor's Degree in a law enforcement related field.
- Five years or more as a sergeant or higher ranking officer supervising sworn officers.
- Experience in community policing.

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* Note: Asterisked items are essential to the job.