

**TAYLORS FALLS CITY COUNCIL MEETING
COUNCIL CHAMBERS
MONDAY, MAY 13, 2013 – 7:00 P.M.**

MINUTES

The Agenda for this Meeting was posted Wednesday, May 8, 2013 at City Hall, the Post Office and on the City's Web Site. Copies were e-mailed to residents requesting such, and the Press was notified.

The Taylors Falls City Council met for a regular meeting on Monday, May 13, 2013 at 7:00 p.m. in Council Chambers at City Hall, 637 First Street, Taylors Falls, Minnesota.

CALL TO ORDER

The Meeting was called to order at 7:00 p.m. by Mayor Mike Buchite.

PLEDGE OF ALLEGIANCE

All those present at the meeting recited the Pledge of Allegiance to the United States flag.

ROLL CALL

MEMBERS PRESENT: Mike Buchite, Ross Rivard, John Tangen, Larry Julik-Heine, Mary Jo Murphy

MEMBERS ABSENT: None

OTHERS PRESENT: Jo Everson, Clerk-Treasurer, Jim Stein, Diane Dedon, John & Pam Horwich, and a reporter from the Chisago County Press

ADOPTION OF AGENDA

The Agenda was amended to remove from New Business, Consent Agenda: **Consider Tower License Agreement – Chisago County.**

MOTION BY JULIK-HEINE/MURPHY TO APPROVE THE AGENDA, AS AMENDED, FOR THE MAY 13, 2013 COUNCIL MEETING. MOTION CARRIED UNANIMOUSLY.

ADOPTION OF CONSENT AGENDA

MOTION BY TANGEN/RIVARD TO APPROVE/ACCEPT THE FOLLOWING CONSENT AGENDA ITEMS: MINUTES OF CITY COUNCIL MEETING HELD ON APRIL 8, 2013; BOARD OF APPEALS HELD ON APRIL 17, 2013; STAFF REPORTS; COMMISSION/BOARD OR COMMITTEE MINUTES/ REPORTS; CONSIDER ACCEPTING GRANT FROM INITIATIVE FOUNDATION-BEAUTIFUL PICTURE PROGRAM; CONSIDER SOLICITING BIDS FOR LIBRARY PAINT PROJECT; CONSIDER LAW ENFORCEMENT AGREEMENT-CHISAGO COUNTY SHERIFF'S DEPARTMENT; CONSIDER RENTAL SERVICE AGREEMENT-AMERIPRIDE SERVICES; APPROVAL OF CLAIMS & PAYROLL; AND CORRESPONDENCE. MOTION CARRIED UNANIMOUSLY.

STAFF REPORTS & REQUESTS

ADMINISTRATIVE DEPARTMENT

THE CITY COUNCIL ACCEPTED BY CONSENT AGENDA THE APRIL 2013 FINANCIAL REPORTS PRESENTED BY CLERK-TREASURER JO EVERSON.

PLANNING & ZONING DEPARTMENT

THE CITY COUNCIL ACCEPTED BY CONSENT AGENDA THE APRIL 2013 PLANNING & ZONING DEPARTMENT REPORT PRESENTED BY COORDINATOR-ZONING ADMINISTRATOR ADAM BERK-LUND.

CHISAGO COUNTY SHERIFF'S DEPARTMENT

THE CITY COUNCIL ACCEPTED BY CONSENT AGENDA SERGEANT SHANE CARROLL'S APRIL 2013 CHISAGO COUNTY SHERIFF'S DEPARTMENT REPORTS.

FIRE DEPARTMENT

THE CITY COUNCIL ACCEPTED BY CONSENT AGENDA FIRE CHIEF AL RIVARD'S APRIL 2013 FIRE DEPARTMENT REPORT.

CITY ATTORNEY

THE CITY COUNCIL ACCEPTED BY CONSENT AGENDA THE APRIL 2013 BILLING STATEMENTS FROM THE CITY ATTORNEY'S OFFICE OF KELLY AND LEMMONS, P.A.

COMMISSION, BOARD OR COMMITTEE MINUTES/REPORTS

LIBRARY BOARD

THE CITY COUNCIL ACCEPTED BY CONSENT AGENDA THE MINUTES OF THE TAYLORS FALLS LIBRARY BOARD MEETING HELD ON APRIL 24, 2013.

UNFINISHED BUSINESS

None.

NEW BUSINESS

CONSIDER 2013 INSURANCE PRESENTATION – JIM STEIN

Jim Stein, owner of Stein Insurance Agency, presented an overview of the City's 2013 insurance policies through the League of Minnesota Cities Insurance Trust. Total premiums were reduced 9.5% to \$34,984.00.

MOTION BY MURPHY/JULIK-HEINE TO ACCEPT THE REPORT FROM JIM STEIN OF STEIN INSURANCE AGENCY REGARDING THE CITY'S 2013 INSURANCE POLICIES WITH THE LEAGUE OF MINNESOTA CITIES INSURANCE TRUST.

IT WAS FURTHER MOVED TO APPROVE THE FACT THAT THE CITY DOES NOT WAIVE ITS STATUTORY LIMITS REGARDING INSURANCE COVERAGE. MOTIONS CARRIED UNANIMOUSLY.

CONSIDER AUTHORIZING NEGOTIATIONS FOR PROPOSED SENIOR HOUSING PROJECT

Mayor Buchite explained that the City has been approached by the Community Asset Development Group, LLC, with a proposed Development Plan for a 24-unit assisted living facility in Taylors Falls (the Taylors Falls Senior Cottages project). The facility will be located on a seven acre parcel west of Mulberry Street on property that was donated to the Good Samaritan Society (GSS), by Brian and Sandra Berg. Although the facility will be constructed and owned by the Foundation, the intent is to enter into an operating agreement with GSS, who manage a facility in St. Croix Falls, Wisconsin. A Market Study recently completed by the GSS indicates that the area could support the development of such a facility.

The Foundation has worked with three other cities in Minnesota on similar projects. Mountain Lake just completed their project and is at 90% capacity. This facility was constructed as a replacement for an aging nursing home. The second location is Winthrop, who hopes to begin construction in June. The final location is Howard Lake, which is still in the early approval stages. In all three cities the project was driven by the city. Taylors Falls is different in that a developer initiated the project.

The Mayor questioned the Council if they were in support of such a project and if they believed that there was a need for it in Taylors Falls.

Council Member Ross Rivard stated that even though the town has a cross section of people, many are of an older population. There are enough people in the area that are on waiting lists for this type of facility. He was supportive of the project because it would be an asset to the community.

CM John Tangen stated that the project was marvelous in the aspect that it would allow residents to still live in the City and maintain their bonds and ties to family yet live somewhere they can be secure and safe. He was very much in favor of the project.

CM Larry Julik-Heine stated that it was a great location, quiet and peaceful. He also agreed it would be a great asset to the City.

CM Mary Murphy stated it looked like a great facility, and she would want to live there if she ever were in a position someday to need its services. She readily agreed it would be a great project

Mayor Mike Buchite stated that he also was in favor of the project, and thought it would be a great opportunity for the City, which was made possible by a very generous gift from the Berg family. The facility looks outstanding, and would be operated by the Good Samaritan Society, who have a great reputation in the area.

Since the Council was supportive of the venture, the Mayor explained the initial financing proposal. The estimated \$3.3 million cost would be funded by several approaches:

- ✚ The primary source of financing would be a housing revenue bond secured by a mortgage on the facility, and a first lien on all revenues.
- ✚ The second source of financing would be a general obligation (G.O.) tax increment financing (TIF) bond issued by the City equal to 25% of the project costs, estimated to be +\$800,000.
- ✚ The third source of financing would be deferred developer and contractor fees in the form of notes equaling approximately \$275,000.

The Mayor summarized the potential risks to the City. There would be minimal risk for the first approach, given that the City's maximum bonding capacity is \$10 million. It would be very unlikely that the City would need a bond for several million dollars in the future. In addition, the City would have no responsibility in making payments on this loan. However, the second approach does have a significant risk to the City. The City G.O. bond payment would be subordinate (secondary) to payment of operating expenses and management fees, as well as the housing revenue bond payments. If operating revenues and property taxes (captured by TIF) are not sufficient to make both bond payments, the City could then be responsible for payment of the TIF bond. Ultimately this would require an increase in property taxes so that the (estimated \$54,000) payment could be made. Without a doubt, this scenario would not be in the City's best interests.

The City's financial advisor's from Ehlers reviewed the initial proposal and provided several options. Without going into any great detail, the Mayor requested the Council authorize himself and the Vice-Mayor to begin negotiations with the Community Asset Development Group on behalf of the City. If successful, the proposal would be brought back to the Council for full approval.

MOTION BY MURPHY/JULIK-HEINE TO AUTHORIZE MAYOR MIKE BUCHITE AND VICE-MAYOR ROSS RIVARD TO BEGIN NEGOTIATIONS WITH THE COMMUNITY ASSET DEVELOPMENT GROUP, LLC, FOR THE FINANCING OF THE PROPOSED TAYLORS FALLS SENIOR COTTAGES PROJECT. MOTION CARRIED UNANIMOUSLY.

CONSIDER AGREEMENT WITH ST. CROIX UNITARIAN UNIVERSAL FELLOWSHIP FOR COMMUNITY CENTER RENTAL

The City was approached by John and Pam Horwich to rent the Taylors Falls Memorial Community Center on a long term basis for their church Services. The group would qualify for a reduced rate at \$50 per rental, however, if the City should have an opportunity to rent the Center at full rate, they would have the first option to match the rental or relinquish the space for that particular Sunday. The group also requested use of a 3' square space to store their hymnals.

The Council reviewed the proposed agreement submitted by the Horwich's. Having no objections:

MOTION BY MURPHY/TANGEN TO APPROVE THE PROPOSAL FROM ST. CROIX UNITARIAN UNIVERSALIST FELLOWSHIP TO RENT THE TAYLORS FALLS MEMORIAL COMMUNITY CENTER AT A REDUCED RATE OF \$50.00 PER RENTAL FOR THREE SUNDAYS A MONTH FROM SPETEMBER 8,

2013 TO MAY 18, 2014; ALLOWING THEM A SEVEN DAY NOTICE OF FULL RATE RENTAL; AND USE OF A 3' SQUARE STORAGE SPACE IN THE LOWER LEVEL. MOTION CARRIED UNANIMOUSLY. (attached)

CONSIDER AUTHORIZING THE APPLICATION FOR AN INITIATIVE FOUNDATION GRANT

The Taylors Falls Economic Development Commission (and later the RiverWalk Sub-Committee) initiated discussion with reGen, a consulting firm, to provide Landscape Consulting Services for the proposed Phase II of the RiverWalk Trail. The compensation for this service from reGen will be \$6,000.00, \$2,000.00 over the 2013 RiverWalk Trail budget. Coordinator-Zoning Administrator Adam Berklund recently learned that Taylors Falls has an opportunity to fund this financial gap with a grant from the Initiative Foundation.

The City is no stranger to the Initiative Foundation, as it has received more than \$50,000 in past grant awards. This request will be for \$5,000 (which was the average grant amount awarded in 2012). While a dollar match is not mentioned, nor required, it would increase the likelihood of award. Any monies remaining after payment to the reGen services could be used for street surveying and updated GIS maps.

MOTION BY JULIK-HEINE/MURPHY TO AUTHORIZE COORDINATOR – ZONING ADMINISTRATOR ADAM BERKLUND AND THE RIVERWALK SUB-COMMITTEE TO MOVE FORWARD WITH THE ON-LINE APPLICATION FOR AN “INNOVATION FUND” GRANT FROM THE INITIATIVE FOUNDATION FOR LANDSCAPE CONSULTING SERVICES SPECIFIC TO THE PROPOSED PHASE II OF THE RIVERWALK TRAIL PROJECT.

IT WAS FURTHER MOVED TO APPROVE THE CONTRACT BY AND BETWEEN reGEN LAND DESIGN AND THE CITY OF TAYLORS FALLS, TO PROVIDE CONSULTING SERVICES WITH REGARD TO THE PROPOSED PHASE II OF THE RIVERWALK TRAIL PROJECT. MOTIONS CARRIED UNANIMOUSLY. (on file)

CONSIDER APPLICATION FOR SPECIAL TOURISM ASSESSMENT PROGRAM

Chisago County HRA-EDA Director Nancy Hoffman informed the City of an opportunity for a free tourism assessment by the University of Minnesota Tourism Center. Any minimal cost to Taylors Falls would be in-kind support toward implementing the action steps, and the potential for lodging costs for the experts who attend the meetings, although this may not be applicable since they would be driving from Minneapolis.

The Tourism Assessment provides:

- Community participation in identifying and assessing local tourism assets
- A community visit and on-site consultation with a team of tourism experts
- A facilitated community meeting to solicit ideas and input from residents related to strengths, weaknesses, opportunities and threats (SWOT) for local tourism
- An opportunity for the community team to visit and assess another community in the project
- A report with analysis, observations, and recommendations to address identified tourism opportunities in a sustainable manner, and
- Comprehensive evaluation of the program outcomes and impact.

The program requires a 3-person Community Leadership Team who will be responsible during the next 1-2 years for facilitating program logistics in the community and helping guide implementation of the program. The Council was very supportive of the program as it would be a good opportunity for the City to learn how to increase and sustain tourism. They recommended initially appointing Coordinator-Zoning Administrator Adam Berklund, Council Member Mary Murphy, and resident Barbara Nelson to the Community Leadership Team.

MOTION TO AUTHORIZE COORDINATOR – ZONING ADMINISTRATOR ADAM BERKLUND AND THE TAYLORS FALLS ECONOMIC DEVELOPMENT COMMISSION TO MOVE FORWARD WITH THE APPLICATION FOR THE MINNESOTA SUSTAINABLE TOURISM ASSESSMENT FOR SMALL COMMUNITIES FROM THE UNIVERSITY OF MINNESOTA TOURISM CENTER. MOTION CARRIED UNANIMOUSLY.

CONSIDER AUTHORIZING STREET-SIDEWALK CURB & GUTTER PROJECTS

CM Julik-Heine reported that the MnDOT Hwy 95 downtown improvement project is currently at full speed, with anticipation it will be completed by Memorial Day. The City has an opportunity to piggy back on certain portions of the project at a considerable savings. They include:

Paving of Ravine/Government Street. MOTION BY JULIK-HEINE/RIVARD TO ACCEPT THE BID FROM VALLEY PAVING INCORPORATED TO PAVE RAVINE/GOVERNMENT STREET, FROM FIRST STREET TO BENCH STREET, AT A COST OF \$18,500.00, TO BE PAID FROM THE STREET IMPROVEMENT FUND (650). MOTION CARRIED UNANIMOUSLY. CM Tangen suggested that the City address the potentially dangerous current angle parking along Ravine Street. This will be reviewed at a later date.

Installation of Curb & Gutter. Initially the plans for the Highway 95 project intended to pave only the western half of First Street (near the General Store). However, an agreement was made to have MnDOT pave the entire street in exchange for the City to pay for the replacement of the curb and gutter on that same street. The City was able to capitalize on the State's acceptance of the lowest bid for the project.

MOTION BY TANGEN/RIVARD TO ACCEPT THE BID FROM CREATIVE CURB TO REPAIR/INSTALL CURB AND GUTTER ON GOVERNMENT STREET AND FIRST STREET, AT A COST OF \$9,813.00 TO BE PAID FROM THE STREET IMPROVEMENT FUND (650). MOTION CARRIED UNANIMOUSLY.

CONSIDER BID FOR INSTALLATION OF SIDEWALK ON THE CITY'S VACANT COMMERCIAL LOT

Last fall the City considered installation of a sidewalk on the former MnDOT property located at the north end of town on the east side of Bench Street/Highway 95. Three bids were received, however, the cost was prohibitive at that time, and there were unresolved issues with obtaining a permit from MnDOT. With the Highway 95 project in full swing, Taylors Falls has a unique opportunity once again to coincide this project with the State's concrete work. The cost estimate received from Creative Curb was \$1,200 lower than the bids received last fall.

MOTION BY RIVARD/JULIK-HEINE TO ACCEPT THE PROPOSAL FROM CREATIVE CURB, TO INSTALL APPROXIMATELY 2,400 SQUARE FEET OF SIDEWALK AT THE FORMER MnDOT PROPERTY, FROM PINE STREET TO COUNTY ROAD 16, AT A COST OF APPROXIMATELY \$10,920.00, TO BE PAID FROM AVAILABLE MONIES IN THE GENERAL FUND SIDEWALK BUDGET (101-43100-408) AND FROM THE STREET IMPROVEMENT FUND (650). MOTION CARRIED UNANIMOUSLY.

CONSIDER ADVERTIZING FOR SEASONAL PUBLIC WORKS EMPLOYEE

Public Works Superintendent Mike Kriz requested authorization to advertise for a seasonal worker, for approximately 20-24 hours per week. Public Works Council Liaisons Rivard and Julik-Heine disagreed with reduction of hours when a 40-hour week was budgeted. They recommended increasing the hours in the advertisement in order to get the necessary work done.

MOTION BY JULIK-HEINE/RIVARD TO AUTHORIZE PUBLICATION FOR A SEASONAL PUBLIC WORKS EMPLOYEE TO WORK UP TO 40 HOURS PER WEEK. MOTION CARRIED UNANIMOUSLY.

CONSIDER 2013 CONTRACT FOR FIRE SERVICE – SHAFER TOWNSHIP

Each year the City must negotiate with Shafer Township to provide fire protection services by the Taylors Falls Fire Department. CM Tangen reported that he had been unsuccessful in meeting with them, therefore recommended to send the proposed contract to them, which includes no increase in the base contract rate, but did allocate the new Chisago County Radio Subscriber Fees on a per section basis.

MOTION BY JULIK-HEINE/TANGEN TO FORWARD THE PROPOSED 2013 FIRE SERVICE CONTRACT TO SHAFER TOWNSHIP FOR APPROVAL, WITH ACTION BY THE TAYLORS FALLS CITY COUNCIL TO OCCUR ONCE IT HAS BEEN RETURNED BY THE TOWNSHIP. MOTION CARRIED UNANIMOUSLY.

CONSIDER ACCEPTING THE GRANT FROM THE INITIATIVE FOUNDATION

Taylors Falls was awarded the Initiative Foundation's Minnesota Beautiful/Picture it Painted Grant from Valspar Paint. A total of 24 gallons of paint/primer was awarded for the Library Preservation Project, which will be the finishing touches of a project funded by the Historical and Cultural grant from the Minnesota Historical Society

THE CITY COUNCIL ACCEPTED BY CONSENT AGENDA THE GRANT FROM VALSPAR/INITIATIVE FOUNDATION FOR THE MINNESOTA BEAUTIFUL/PICTURE IT PAINTED PROGRAM, WHICH WILL PROVIDE TWENTY-FOUR GALLONS OF PAINT FOR THE LIBRARY PRESERVATION PROJECT.

CONSIDER SOLICITING BIDS FOR LIBRARY PAINT PROJECT

Now that the Council has accepted the Valspar/Initiative Foundations Minnesota Beautiful/Picture it Painted Grant, the painting portion of the Library Preservation Project can proceed by publishing for bids. A requirement for the grant calls for 40-50% volunteer work as an in-kind match, therefore the awarded contractor must be comfortable or have experience working with volunteers. The City has received letters of support from the Taylors Falls Lions Club, Taylors Falls Economic Development Commission, Taylors Falls Historical Society and the Library Board agreeing to volunteer.

Once Kevin Hays Construction has completed his portion of the project (roof, window, soffit, door) painting can begin, preferably mid June. The selected contractor must coordinate volunteers to prep and prime the building. He then can finish the entire final coat.

THE CITY COUNCIL AUTHORIZED BY CONSENT AGENDA STAFF TO SOLICIT BIDS FOR PAINTING THE TAYLORS FALLS PUBLIC LIBRARY, WITH BIDS TO BE RECEIVED UNTIL 6:00 PM ON WEDNESDAY MAY 29, 2013, WITH POSSIBLE AWARD AT THE JUNE 10, 2013 CITY COUNCIL MEETING.

CONSIDER LAW ENFORCEMENT AGREEMENT - CHISAGO COUNTY SHERIFF'S DEPARTMENT

The existing Law Enforcement Agreement between the City and the Chisago County Sheriff's Department expires December 31, 2013. The Clerk reported that she and Sheriff Rick Duncan had updated the 2014-2015 contract. The rate will increase 4.5% from \$49.97/hour to \$52.28/hour. They no longer wish to lease the garage space (reducing \$4,614.72 in General Fund revenue). The rental of the office space was increased the same 4.5% to \$3,141.60.

THE CITY COUNCIL APPROVED BY CONSENT AGENDA THE PROPOSED 2014-2015 LAW ENFORCEMENT AGREEMENT BY AND BETWEEN THE CHISAGO COUNTY SHERIFF'S DEPARTMENT/CHISAGO COUNTY AND THE CITY OF TAYLORS FALLS. (attached)

CONSIDER RENTAL SERVICE AGREEMENT - AMERIPRIDE SERVICES

THE CITY COUNCIL APPROVED BY CONSENT AGENDA THE RENTAL SERVICE AGREEMENT BY AND BETWEEN AMERIPRIDE SERVICES, AND THE CITY OF TAYLORS FALLS TO PROVIDE RENTAL AND CLEANING SERVICES FOR THE PUBLIC WORKS DEPARTMENT. (on file)

APPROVAL OF CLAIMS & PAYROLL

THE CITY COUNCIL APPROVED BY CONSENT AGENDA THE PAYMENT OF CHECK NUMBERS 25171 - 28218 TOTTALLING \$66,773.85 IN EXPENDITURES, AND CHECK NUMBERS 6312 - 6320 TOTTALLING \$11,128.80 FOR APRIL PAYROLL.

LIAISON OR COUNCIL MEMBER REPORTS

Mary Murphy reported that she had recently met with Sergeant Shane Carroll to discuss any concerns with or by the Sheriff's Department. Activity has been minimal in Taylors Falls.

John Tangen reported that the Fire Department Smelt Fry was a huge success and was well attended. The Heritage Preservation Commission meetings will change to the 3rd Tuesday of the month, rather than the 2nd Tuesday. The Clerk was instructed to investigate if the By-Laws would need to be amended to reflect this change.

Larry Julik-Heine reported that the "Life is Great on Highway 8" program is gaining momentum. There will be four of the large Adirondack chairs in Taylors Falls. One at Coffee Talk, the Drive-In, the Taylors Falls Boat Tours, and at Romayne's on Main. They hope to place a fifth chair at the sidewalk area on the lower level of the Memorial Community Center. Chairs will also be located in Center City, Lindstrom, Chisago City and Shafer.

Mayor Mike Buchite reported that the MnDOT speed study on Mulberry Street will occur in the near future. He also informed the Council that there had several recent complaints lodged against a property on Mulberry Street. He gave assurance that the Chisago County Sheriff's Department was working with the property owner. Other complaints reported were sightings of bears in the community. Once again, people were advised to remove bird feeders and any other source of food (like garbage cans).

CORRESPONDENCE

THE CITY COUNCIL ACKNOWLEDGED BY CONSENT AGENDA THE FOLLOWING CORRESPONDENCE PROVIDED IN THE MAY 13, 2013 CITY COUNCIL MEETING PACKET:

1. LMCIT W/C DIVIDEND
2. NOTICE FROM MIDCONTINENT, RE: RATE INCREASE
3. EMPLOYEE LEAVE REQUEST
4. STAFF CORRESPONDENCE & EMAIL'S

ADJOURNMENT

MOTION BY JULIK-HEINE/MURPHY TO ADJOURN THE MEETING OF THE TAYLORS FALLS CITY COUNCIL HELD THIS MAY 13, 2013. MOTION CARRIED UNANIMOUSLY.

Being no further business to come before the Council, the Meeting adjourned at 8:17 p.m.

Michael D. Buchite, Mayor

Jo Everson, Clerk-Treasurer

APPROVED: JUNE 10, 2013

**Proposed Terms for Rental of Taylors Falls Community Center
by the St. Croix Unitarian Universalist Fellowship, Inc.**

Name of Organization: St. Croix Unitarian Universalist Fellowship, Inc. (“SCUUF”)

Mailing Address: PO Box 15, St. Croix Falls, WI 54024

Contact Person: John and Pam Horwich, 34501 Vista Rd., Taylors Falls, MN 55084

Phone: (651) 465-6900

Dates of Use: Sunday mornings, from September 8, 2013 through May 18, 2014. We understand there are a few Sunday mornings (to be identified at the outset) when the Community Center will not be available for SCUUF due to craft fairs or other events that are scheduled to use the Center on both Saturday and Sunday.

Time of Use: 9:00 a.m. to 1:00 p.m.

Purpose of Use: Regular Sunday morning Fellowship meetings

Number of Participants: Sunday morning attendance ranges from 30 – 45 at the present time.

Rental: \$50/ use. We would prefer to pay several months in advance.

Storage: We request the use of approximately 27 cubic feet (3ft x 3 ft x 3 ft) of storage in the downstairs storage room for supplies.

Other Rental Opportunities: We understand and appreciate that we are being offered the Community Center at the reduced rate for a non-profit organization. We also understand the normal policy that applies when another party offers to rent the facility at the full rental price. In consideration of our commitment to rent the Community Center for 3 Sunday mornings a month for 9 months, we respectfully request an agreement that we be given no less than 7 days notice of another offer to use the Community Center at the full rental price—when we can either match the rental or relinquish the space for that particular Sunday morning.

**AGREEMENT TO PROVIDE
LAW ENFORCEMENT SERVICES**

This is an Agreement between the County of Chisago (hereinafter referred to as the "COUNTY"), and City of Taylors Falls (hereinafter referred to as the "MUNICIPALITY"), to provide law enforcement services to the MUNICIPALITY for the period January 1, 2014 through December 31, 2015.

WITNESSETH:

WHEREAS, the COUNTY, through the Chisago County Sheriff (hereinafter referred to as the "SHERIFF") has contracted to provide law enforcement services to the cities of Center City, Harris, Rush City, Shafer, Stacy and Taylors Falls (hereinafter referred to as the "MUNICIPALITIES"), and it would be advantageous to the MUNICIPALITY to contract with the COUNTY for law enforcement services; and;

WHEREAS, the parties to this Agreement are desirous of contracting for the performance by the COUNTY of the hereinafter described law enforcement functions for and within the political boundaries of the MUNICIPALITY through the Chisago County Sheriff; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such agreements are provided for and authorized by Minnesota Statute Section 436.05.

NOW, THEREFORE, IN CONSIDERATION OF the mutual undertakings set forth herein, the COUNTY and the MUNICIPALITY agree as follows:

I. SCOPE OF SERVICES

- 1.1 The COUNTY agrees, through the Chisago County Sheriff's Office, to provide law enforcement services to the MUNICIPALITY which will include, but not be limited to, the following:
- A. Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas;
 - B. Enforcement of Minnesota State Statutes and the ordinances of the MUNICIPALITY.
 - C. Traffic Enforcement including the use of speed detection devices and speed deterrent strategies;
 - D. Criminal investigative and crime lab services as governed by the Minnesota Bureau of Criminal Apprehension Policy;
 - E. Jail detention;
 - F. Responses to medical, fire, and other emergencies;
 - G. Dispatching and other necessary communication services;
 - H. Attendance at City Council meetings as requested by the MUNICIPALITY.
- 1.2 ALL services under this Agreement shall be provided, and compensated, for as described in Exhibit A, which is attached hereto and made a part of this Agreement.

- 1.3 Except as otherwise hereinafter specifically set forth, such services shall encompass duties and functions of the type coming within the jurisdiction of the Sheriff of the County of Chisago under state statutes.
- 1.4 The manner and standards of performance, the discipline of officers, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto, subject however, to the provisions of Section V. herein.
- 1.5 In the event the MUNICIPALITY, through its elected body or authorized agent, notifies the COUNTY that is dissatisfied with the assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the COUNTY shall make a reasonable effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the COUNTY to provide services to other areas of Chisago County in a timely and efficient manner.
- 1.6 The COUNTY'S contractual obligations under this Agreement do not lessen the COUNTY'S obligation to provide patrol and police protection services to area lakes, Chisago County open space areas, and park areas owned or operated by Chisago County and all other areas under COUNTY jurisdiction located within the political boundaries of the MUNICIPALITY.
- 1.7 To facilitate the COUNTY'S performance pursuant to this Agreement, the MUNICIPALITY agrees that the COUNTY shall have full cooperation and assistance from the MUNICIPALITY, its officers, agents and employees.
- 1.8 The COUNTY shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, and supplies necessary to provide services pursuant to this Agreement unless otherwise agreed and described in Exhibit A.
- 1.9 All deputy sheriffs, clerks, dispatchers, and all other COUNTY personnel performing duties pursuant to this Agreement shall be considered employees of the County for all purposes of performance, discipline and assumption of liability. However, as for the enforcement and charging of misdemeanor offenses, the deputy assigned to the Municipality shall be deemed to exercising the police powers of a city police officer for the purposes of Chapter 392, Minnesota Session Law 1975.
- 1.10 This agreement shall not alter the responsibility for the prosecution of offenses occurring within the MUNICIPALITY as is currently provided by law. Likewise, collection and distribution of fine monies shall be controlled in the manner provided by law. It is understood that prosecutions for violations or ordinance or state statues, together with disposition of all fines collected thereto, shall be in accordance with state statutes, state rules and judicial orders.

II. ASSUMPTION OF LIABILITIES/INSURANCE

- 2.1 Except as otherwise provided, the MUNICIPALITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services hereunder for said MUNICIPALITY, and the COUNTY hereby assumes said liabilities.

- 2.2 Except as herein otherwise specified, the MUNICIPALITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of assignment under this Agreement, and the COUNTY hereby agrees to hold harmless the MUNICIPALITY against any such claim.
- 2.3 The MUNICIPALITY agrees to hold harmless, indemnify and defend the COUNTY, its officers and employees from the intentional and negligent acts and omissions of the MUNICIPALITY, its officers, employees, agents or assigns; and shall hold harmless, indemnify and defend the COUNTY for injury or harm to any COUNTY officers or employee sustained due to conditions of MUNICIPALITY-controlled properties
- 2.4 The COUNTY agrees to hold harmless, indemnify and defend the MUNICIPALITY, its officers and employees from the intentional and negligent acts and omissions of the COUNTY.
- 2.5 The MUNICIPALITY shall hold harmless, indemnify, and defend the COUNTY, its officers and employees against any challenge to the validity of the City's ordinances.
- 2.6 Chisago County agrees to maintain, during the term of this Agreement, automobile, general liability, workers' compensation, and professional liability insurance in amounts deemed appropriate by Chisago County.

III. TERM OF AGREEMENT/TERMINATION

- 3.1 This agreement shall commence January 1, 2014 and shall be in effect through December 31, 2015.
- 3.2 Either party may terminate this Agreement by notifying the COUNTY and other MUNICIPALITY in writing of their intent to terminate the agreement six (6) months prior to the end of the calendar year.
- 3.3 Not later than June 30 of the year the present agreement expires, the MUNICIPALITY shall notify in writing the COUNTY and SHERIFF of the intention to renew the agreement. The COUNTY shall provide a Budget Estimate of the hourly rate payable for the renewal period by August 1.
- 3.4 Notice to the COUNTY shall be given to the County Administrator and Chisago County Sheriff, and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Clerk.

IV. PAYMENT

- 4.1 The MUNICIPALITY agrees to pay the COUNTY the actual cost of providing all services covered by this Agreement, defined as the hourly rate multiplied by the hours of service as set forth on attached Exhibit A.
- 4.2 The COUNTY shall bill the MUNICIPALITY on a monthly basis commencing for services to the MUNICIPALITY as set forth in Exhibit A. The MUNICIPALITY shall pay the COUNTY within 30 days of receipt of the billing statement.
- 4.3 An estimate of the costs for the upcoming agreement renewal year(s) shall be furnished by the COUNTY to the MUNICIPALITY no later than August 1, of the year the current agreement expires. Said estimate shall be for the limited purpose of better enabling the MUNICIPALITY to estimate its budget. The MUNICIPALITY shall indicate in writing its acceptance or rejection of the Budget Estimate in writing prior to September 30 of the year the current agreement expires.

V. GENERAL PROVISIONS

- 5.1 It is understood that prosecutions for violations of ordinances or state statutes, together with, disposition of all fines collected pursuant thereto, shall be in accordance with state statutes, state rules, and judicial orders.
- 5.2 The COUNTY and MUNICIPALITY are committed to the policy that all persons have equal access to programs, facilities and employment without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, receipt of public assistance or veteran status.
- 5.3 The Chisago County Sheriff's Office shall submit to the MUNICIPALITY monthly activity reports detailing the activities of the Sheriff's Office within the MUNICIPALITY. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued; however, no information will be provided which would violate the State Data Practices Act or impede an active investigation.
- 5.4 The MUNICIPALITY may contract with the COUNTY for additional law enforcement services above and beyond those provided in this agreement. Additional agreed-upon services shall be reduced to writing and duly executed by the authorized parties to this Agreement.
- 5.5 If the either party fails to fulfill any of its obligations set for the in this agreement in a legal, proper and timely manner, or otherwise violates the terms of this agreement, either party shall have the right to terminate the agreement if the other party has not cured the default after receiving a thirty (30) day written notice of the default. Said notice shall be in writing and hand-delivered to the other party.
- 5.6 The COUNTY, through the SHERIFF or designee, agrees to meet periodically with the governing council of the MUNICIPALITY, or with a law enforcement committee which said council may designate. The purpose of said meeting(s) shall be to make suggestions for improvement in the implementation of this agreement, provided, however, that no such suggestion shall be binding on either party unless reduced to writing and duly executed by the authorized parties hereto. The time and place of any such meeting hereunder, shall be determined by the MUNICIPALITY with reasonable notice to the SHERIFF.
- 5.7 Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the COUNTY and the MUNICIPALITY and attached to the original of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the MUNICIPALITY, by resolution duly adopted by its Council has caused this Agreement to be signed by its Mayor and Clerk and the seal of the MUNICIPALITY to be affixed hereto on the ____ day of _____, 20____, and the COUNTY, by resolution of its Board of County Commissioners has caused this Agreement to be signed by the Chair and Clerk of said Board on the ____ day of _____, 20____.

COUNTY OF CHISAGO

CITY OF TAYLORS FALLS

By: _____
Chair, Board of County Commissioners

By: _____
Mayor

By: _____
Clerk, Board of County Commissioners

By: _____
Clerk

APPROVAL RECOMMENDED:

Rick Duncan
Sheriff of Chisago County

APPROVED AS TO FORM:

County Attorney

Date _____

**EXHIBIT A TO
AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES
BETWEEN CHISAGO COUNTY AND
THE CITY OF TAYLORS FALLS**

A. HOURS

COUNTY agrees to provide law enforcement protection for the term of this agreement as follows:

- 1.1 A maximum of 40 hours per week for the period beginning at midnight on November 1 and ending at midnight on April 30th each year this agreement is in effect.
- 1.2 A maximum of 80 hours per week for the period beginning at midnight on April 30th and ending at midnight on November 1 each year this agreement is in effect.

B. RATE OF COMPENSATION

MUNICIPALITY agrees to compensate COUNTY at the rate of **\$52.28** per hour for the services provided pursuant to this Agreement.

C. SPECIAL PATROL AREAS

The COUNTY shall provide patrol services to Interstate State Park, Private Campgrounds, North Lions Park, South Lions Park, foot patrol of the downtown business district, vacation house checks as requested and community events.

D. OFFICE SPACE

The COUNTY shall lease from the MUNICIPALITY for the team of this agreement 168 square feet for office space at the annual rate of \$18.70 per square foot (\$3,141.60) in the Taylors Falls Municipal Building located at 637 First Street, Taylors Falls, MN.

E. DESIGNATED OFFICER-IN-CHARGE

The COUNTY shall designate an officer-in-charge of the Taylors Falls station to maintain communication with the MUNICIPALITY, to receive complaints of service, and coordinate assignment of officers.

RESOLUTION 13-05-01

**CITY OF TAYLORS FALLS
CHISAGO COUNTY
STATE OF MINNESOTA**

**A RESOLUTION DECERTIFYING TAX INCREMENT FINANCING DISTRICT NO. 1-3
AND RETURNING TAX INCREMENTS TO THE CHISAGO COUNTY AUDITOR**

WHEREAS, the City of Taylors Falls (the "City") has heretofore created Tax Increment Financing District No. 1-3, a Redevelopment District, on August 30, 1995;

NOW, THEREFORE, BE IT RESOLVED by the City Council (the "Council") of the City of Taylors Falls, Minnesota (the "City") as follows:

1. The City Council hereby finds, declares and determines to decertify Tax Increment Financing District No. 1-3, effective as of the date of this resolution.
2. Any unspent tax increments collected from Tax Increment Financing District No. 1-3 shall be returned to the County Auditor of Chisago County for distribution to the affected tax jurisdictions in accordance with Minnesota Statutes, Section 469.176, Subdivision 2.
3. The City Clerk-Treasurer is hereby directed to send a copy of this resolution to the County Auditor of Chisago County and the Office of the State Auditor and to take all other steps which are necessary to decertify Tax Increment Financing District No. 1-3 and to distribute the unspent tax increments to the County.

Adopted by the City Council this 29th of May, 2013

Michael D. Buchite, Mayor

ATTEST:

Jo Everson, Clerk-Treasurer