

CITY OF TONKA BAY
AGENDA
June 9, 2015
7:00 p.m.

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. CONSENT AGENDA

All matters listed within the Consent Agenda are considered to be routine items to be enacted upon by one motion by the City Council. Items on the Consent Agenda are reviewed in total by the City Council and may be approved through one motion with no further discussion by the Council. Any item may be removed by any Council Member, staff member or person from the public for separate consideration.

- A. Regular Meeting Minutes of May 26, 2015
- B. City Planner Transition

5. MATTERS FROM THE FLOOR **Maximum time of five minutes per person***

6. SPECIAL BUSINESS
None

7. PUBLIC HEARINGS
None

8. OLD BUSINESS
 - A. Summer Hours for Public Works
 - B. MnWARN
 - C. Deer Feeding

9. NEW BUSINESS
 - A. Continued First Reading – Section 910 Amendments
 - B. Temporary/Seasonal Outdoor Sales Permit – Untiedt's Garden Market
 - C. Excelsior Fire District – 2016 Draft Budget

10. MATTERS FROM THE FLOOR **Maximum time of five minutes per person***

11. REPORTS
 - A. Administrator's Report
 - B. Councilmember Anderson - Finance, Fire Lanes and Public Access, Technology
 - C. Councilmember Ansari – EFD, Sanitation and Recycling, Southshore Community Center
 - D. Councilmember Grothe – Building Inspection, Municipal Buildings and Grounds, LMCC
 - E. Councilmember Clapp - Parks and Playgrounds, LMCD, Commercial Marinas, Municipal Docks
 - F. Attorney's Report
 - G. Mayor De La Vega - Public Works, SLMPD, Administration

12. ADJOURNMENT

***For individuals who wish to address the Council on subjects which are not a part of the meeting agenda. Typically, the Council will not take action on items presented at this time but will refer them to staff for review, action and/or recommendation for future Council action.**

CITY OF TONKA BAY ITEM NO. 4A

MINUTES TONKA BAY CITY COUNCIL REGULAR MEETING May 26, 2015

1. CALL TO ORDER

The regular semi-monthly meeting of the Tonka Bay City Council was called to order at 7:00 p.m.

2. ROLL CALL

Members present: Mayor De La Vega, Councilmembers Anderson, Ansari, Clapp and Grothe. Also present were City Administrator Crawford and City Attorney Penberthy.

3. APPROVAL OF AGENDA

Anderson moved to approve the agenda as submitted. Ansari seconded the motion. Ayes 5. Motion carried.

4. CONSENT AGENDA

Anderson moved to approve the consent agenda as presented approving:

A. Regular meeting minutes of May 12, 2015

B. Financial Report

Clapp seconded the motion. Ayes 5. Motion carried.

5. MATTERS FROM THE FLOOR

None

6. SPECIAL BUSINESS

A. Audit Report

Stuart Bonniwell, Bonniwell and Associates presented the audit report for the City of Tonka Bay for the year ended December 31, 2014. He discussed unassigned fund balances, special revenue funds (former liquor fund), and capital project funds. For the year, those funds increased roughly eleven percent.

Bonniwell reviewed the franchise fee fund which is new in 2014. He also discussed the General Fund statement of receipts, disbursements and changes in fund balance which highlighted a comparison of budget and actual for the year.

Bonniwell reviewed the statement of net position for proprietary funds as well as the statement of revenues and expenses and changes in net position for the same funds. He noticed the totals were significantly less than the prior year. De La Vega asked if he had determined why the significant decrease. Bonniwell stated less water was pumped.

Bonniwell noted the recycling reserve fund reflects a negative balance, and he recommended a transfer from the garbage fund. He also noted increased balances in the storm water and dock funds. He noted on Exhibit E that all the funds are building up cash funds with the exception of recycling.

Bonniwell discussed financial statements notes. He stated there are sufficient funds in all the City funds. Deposits and investments were discussed. De La Vega stated he would like to see funds going into higher yielding accounts. Bonniwell reviewed state guidelines for investments and deposit funds. He stated there is a fair amount of excess cash in the 4M Fund.

Bonniwell suggested a fund balance policy be developed. De La Vega asked if there should be a formal written policy. Bonniwell stated that would be up to the Council to determine. Most cities have gone to a written policy. He noted the City has never had any outside debt in all the years he has been auditor.

De La Vega asked if a franchise fund should be established to reflect the revenue and where the funds are going. Bonniwell stated that would not be a bad idea. De La Vega stated it can be discussed again at budget time.

De La Vega thanked the current and previous City Administrator for getting the City into such a good financial condition. Bonniwell stated residents in Tonka Bay also pay their property taxes in a timely manner. In 2014 the payment rate was 98%.

7. PUBLIC HEARINGS

A. First Reading – Amendment to Section 910, Traffic Regulations

Crawford reviewed the first reading for amendments to Section 910, Traffic Regulations. She reviewed the minor changes. She noted the previous ordinance did not incorporate the language from Resolution 95-29 which made it difficult for officers to enforce.

Penberthy stated the prosecuting attorney has made these recommendations. The City has always enacted traffic signs by resolution, and there haven't been any issues as a result in the past.

Clapp asked if there were any issues reported. Penberthy stated there weren't any tickets issued or complaints about the signage. Penberthy stated he didn't have any problem with the ordinance.

De La Vega asked if there was any issue why that part of the City was selected. Penberthy stated the boat trailers had always been parked at the Waseca fire lane. It was concentrated on parking at the fire lanes and the marinas. It was at a time when all the marinas allowed launching.

De La Vega stated there are areas like Gideons Point Road which he was unsure would be included. Penberthy stated the way he understood it if a boat trailer is parked on Tonka Bay Road, the police officer is hesitant to ticket because the signage states a resolution number. De La Vega stated the added subdivision is not specific enough and does not indicate a time frame. He stated it is way too onerous and he didn't see the purpose. He asked if the Council thought we should get more information from Ken Potts, our prosecuting attorney.

Penberthy asked if some statistics and/or fact finding could also be provided. De La Vega agreed, and he would also like to see information on enforcement by signage vs. resolution or ordinance.

8. OLD BUSINESS

A. Deer Feeding

Crawford stated this item was continued from the April 28 meeting so a full Council would be in attendance for review.

Clapp stated this seems to be the way cities are going. Anderson asked how this could be enforced. Clapp stated he didn't think there were a lot of people feeding deer. De La Vega stated the enforcement would be residents reporting this to the City to check out. He indicated a few changes to what Shorewood has would give us a policy. He stated prohibiting deer was the highest action on the recent survey. There wasn't any support for any other kind of action like culling the herd. Clapp stated he believed the people of Tonka Bay should be able to do whatever they want yet he doesn't have a neighbor feeding deer. De La Vega believed Mother Nature should feed the deer. Ansari stated she enjoys seeing the deer but did not support feeding

them. Grothe stated he didn't like doing ordinances.

De La Vega suggested submitting the language changes we might have to Crawford to create a policy that can be moved to an ordinance stage.

9. NEW BUSINESS

A. 2016 LMCD Budget Discussion

Crawford stated the 2016 draft LMCD Budget reflect an 11.3% decrease in Tonka Bay's share of the budget. Tonka Bay's portion will be \$10,665. A review of the budget will be held at the LMCD budget at their office this week.

Our LMCD representative, Gregg Thomas, will be at the June 23 meeting for his report and final review of the budget.

B. Adopt Resolution Accepting Plans for 2015 Sewer Lining

Crawford introduced Justin Messner, our City Engineer for comments.

Justin Messner, City Engineer reviewed the project for lining of sewer in Tonka Bay. It is a joint project with the City of Excelsior who will be administering the project. Bids will be opened on June 30, 2015, and bid results will be brought back to the July 14 meeting.

De La Vega asked if there are any grants attached to this project. Messner stated he did apply for a Met Council grant for last year's lining project as well as this year's project, so there will be a 25% reimbursement in 2016.

De La Vega asked if we are moving out of the dangerous falling apart stage at this point. Messner stated we have a very aggressive plan. The areas being done now are the most critical.

De La Vega asked how many more linear feet are left before we get to the PVC pipe areas. Messner stated he did not have that information but could get it from City staff. De La Vega stated as long as they are offering grant money, we should go for it.

Grothe asked if there is a reason the first part of Interlachen Lane is not being done. Messner stated it may have already been done.

De La Vega stated he would like to see a map of what has been done already. Messner stated he can provide that information.

De La Vega asked why our 8" cured-in-place cost is different than

Excelsior's. Messner stated it is based on cost, production, and mobilization.

Clapp asked if we could get this done in April rather than June for a better rate. Messner agreed. He did note the longer the extension, the better as far as rates are concerned.

In response to a question from Ansari, De La Vega explained how the project is paid.

Anderson moved to adopt Resolution No. 15-09 accepting the 2015 sanitary sewer improvement project plans and specifications and ordering advertisement for bids. Grothe seconded the motion. Ayes – De La Vega, Ansari, Anderson, Clapp and Grothe. Motion carried.

10. MATTERS FROM THE FLOOR

None

11. REPORTS

- A. **Administrator** – Crawford presented revenues and expenditures for the first quarter of 2015. Crawford discussed her first week on the job. She also stated she will be off on June 1 to move.
- B. **Anderson - Finance, Fire Lanes and Public Access, Technology** – no report
- C. **Ansari – EFD, Sanitation and Recycling, Southshore Community Center** – no report
- D. **Grothe – Building Inspection, Municipal Buildings and Grounds, LMCC** – no report
- E. **Clapp - Parks and Playgrounds, LMCD, Commercial Marinas, Municipal Docks** – no report
- F. **Attorney's Report** – no report
- G. **De La Vega - Public Works, SLMPD, Administration** – De La Vega stated he attended a meeting to review SLMPD operations. The employees are the highest paid in the area. An advertisement has been placed to replace the Interim Police Chief.

12. CLOSED SESSION

De La Vega stated we will now close this meeting because the matters to be discussed constitute the purchase of real property under Minnesota Statutes. No further City Council business will be conducted after the closed meeting other than to adjourn.

The following persons will be in attendance at the closed meeting: Mayor De La Vega, Councilmembers Anderson, Ansari, Clapp, and Grothe, City Administrator Crawford, and City Attorney Penberthy. Members of the audience were dismissed.

Anderson moved to go into closed session at 8:16 p.m. Grothe seconded the motion Ayes 5. Motion carried.

13. ADJOURNMENT

Following the closed session, it was moved by Anderson to adjourn the meeting at 9:00 p.m. Ansari seconded the motion. Ayes 5. Motion carried.

Attest:

Clerk



engineering • planning • environmental • construction

CITY OF TONKA BAY ITEM NO. 4B

701 Xenia Avenue South
Suite 300
Minneapolis, MN 55416
Tel: 763-541-4800
Fax: 763-541-1700

June 4, 2015

Lindy Crawford, City Administrator
City of Tonka Bay

Re: City Planner Transition

Dear Ms. Crawford:

As you know, Kelsey Johnson, the City Planner for Tonka Bay, has been on maternity leave since mid-April. Erin Perdu, another AICP certified planner in the Community Planning and Economic Development Group, has been filling in for Kelsey during her leave. We originally anticipated that Kelsey would be on leave through June. However, Kelsey has made the decision to not return to WSB at the end of her leave, instead choosing to stay at home with her two children.

To maintain a consistent level of service for the City of Tonka Bay, we are proposing that Erin Perdu replace Kelsey Johnson as the appointed City Planner. We would also propose that Addison Lewis, another of our planners, serve as Erin's assistant to Tonka Bay. This team approach has served several of our other clients well, providing a back-up in case the primary planner is away and ensuring that you get the timeliest response to any inquiries that arise.

Both Erin and Addison are familiar with the City of Tonka Bay's ordinances and procedures and are equipped to provide a seamless transition. It is regretful that we are losing Kelsey, but feel confident that our proposed personnel can provide the same high level of service that Tonka Bay is accustomed to from WSB.

I will be in attendance at your June 9, 2015 City Council meeting to respond to any questions regarding this matter.

Sincerely,

WSB & Associates, Inc.

A handwritten signature in black ink, appearing to read "Justin Messner", written over a horizontal line.

Justin Messner
Client Advocate and City Engineer



CITY OF TONKA BAY

4901 Manitou Road
Tonka Bay MN 55331
Phone: 952-474-7994
www.cityoftonkabay.net

ITEM NO. 8A

Memo

To: Mayor and City Council
Lindy Crawford, City Administrator

From: Robin Bowman, Public Works Superintendent

Date: June 9, 2015

Re: Summer Hours for Public Works

As you know, many cities and counties switch over to summer hours from Memorial Day through Labor Day. Some work 4 days at 10 hours and some work 4 days at 9 hours and then a 4-hour day on Friday.

Two years ago, the City Administrator proposed moving to working 4–10 hour days to the Union.

I'm proposing a 4 day work schedule at 9 hours and then a 4-hour day on Friday. Staff is aware the City Council has discussed it previously. However, they are bound by the Union contract and will need to work the current schedule (Monday through Friday, 6:00 a.m. - 2:30 p.m.) until or if it is revised. At this time it sounds like the Union is on board with whatever Mike and Todd may agree to.

Staff Opinion

I believe the 4-10 hour days would be problematic to our public works department due to the fact we need someone here everyday for the water plant and lift stations. Our hours could be changed just for the summer, Memorial Day through Labor Day, with one of the following three options:

- A. Add an hour in the morning (5:00 a.m. – 2:30 p.m.)
- B. Add an hour in the afternoon (6:00 a.m. – 3:30 p.m.)
- C. Add 30 minutes in the morning and 30 in the afternoon (5:30 a.m. – 3:00 p.m.)

I think if or until it is tried, we will not identify all of the issues and/or positives. Most cities and counties that have tried it have chosen to stick with some sort of summer hours be it 4-10 or a custom made summer hours that work for their specific circumstances.

Following review of this item at a previous Council meeting, the request was made for a letter from the Union office which would serve as an amendment to the current union contract. It is attached.

Council Action Requested:

Discuss the hours for Public Works and the possibility of running a trial period for this summer.

MEMORANDUM OF UNDERSTANDING
between
CITY OF TONKA BAY
and
MINNESOTA TEAMSTERS PUBLIC and
LAW ENFORCEMENT EMPLOYEES' UNION, LOCAL NO. 320

WHEREAS, the City of Tonka Bay (hereinafter "City") and Teamsters Public and Law Enforcement Employees' Union, Local No. 320 (hereinafter "Local 320") representing the Public Work employees of the City of Tonka Bay, hereby agree to the following:

That the City allow employees to work Monday through Thursday nine (9) hours and on Fridays four (4) hours beginning May 25, 2015 (Memorial Day) through September 7, 2015 (Labor Day). During this time, overtime will be any hours worked in excess of nine (9) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period will be compensated at one and one-half (1 ½) times the employee's regular base pay rate.

For the City:

For the Union:

City

Teamsters Local #320, Business Agent

Date:_____

Date:_____

TN;kzopeiu12
moundLA2015mouSummer



CITY OF TONKA BAY
4901 Manitou Road
Tonka Bay MN 55331
Phone: 952-474-7994
www.cityoftonkabay.net

ITEM NO. 8B

Memo

To: Mayor and City Council
Lindy Crawford, City Administrator

From: Robin Bowman, Public Works Superintendent

Date: June 9, 2015

Re: MnWARN

As requested by the City Council, the following is a list of cities that have joined the MnWARN program and are in Region 6. The cities highlighted are in the vicinity of Tonka Bay's.

CITY	DATE JOINED	CITY	DATE JOINED
Andover	5/2011	Minneapolis	8/2010
Apple Valley	8/2010	North St. Paul	3/2012
Bayport	3/2011	Norwood Y-A	12/2010
Bloomington	8/2010	Oak Park Heights	5/2013
Braham	6/2011	Osseo	5/2012
Burnsville	8/2010	Prior Lake	9/2010
Carver	1/2011	Richfield	12/2013
Centerville	7/2011	Rockford	4/2011
Chaska	9/2013	Rosemount	8/2010
Crystal	4/2012	St. Paul	8/2010
Eagan	5/2012	Savage	3/2011
Elk River	5/2013	Shakopee	8/2010
Elko New Market	4/2013	Spring Lake Park	4/2013
Excelsior	8/2011	St. Francis	8/2010
Fridley	4/2011	St. Louis Park	3/2012
Golden Valley	12/2010	Stacy	8/2010
Hamburg	5/2011	Victoria	8/2010
Hampton	6/2011	Waconia	11/2011
Lakeland	4/2011	Watertown	8/2010
Loretto	8/2010	White Bear Twsp.	8/2010
Maple Grove	3/2012	Woodbury	10/2012
Mayer	8/2010	Zimmerman	8/2010

Funding

No funding is needed; it's free to become a member.

Attachments

MnWARN Mutual Aid Agreement

Council Action Requested:

Consider a motion to approve MnWARN membership.



MINNESOTA WATER AGENCY RESPONSE NETWORK (MnWARN) MUTUAL AID AGREEMENT

This Minnesota Water Agency Response Network (MnWARN) Mutual Aid Agreement is made and entered into by the undersigned Parties.

WHEREAS, the Parties hereto are authorized by law or home rule charter to establish a water, wastewater or storm water utility; and

WHEREAS, the Parties hereto have established a water, wastewater and/or storm water utility; and

WHEREAS, the Parties recognize that an Emergency may require Assistance in the form of personnel, equipment and supplies from a Utility outside the Governmental Unit; and

WHEREAS, the governing bodies of the Parties have investigated the facts and determined that it is in their best interests to authorize their Utilities to work cooperatively with another Party's Utilities when there is an Emergency; and

WHEREAS, Minnesota Statutes, Section 471.59 authorizes the Parties by agreement of their governing bodies to jointly or cooperatively exercise any power common to them.

NOW, THEREFORE, in consideration of the mutual covenants made herein, the Parties agree as follows:

ARTICLE I PURPOSE

The Parties recognize that in an Emergency, their Utilities may require Assistance in the form of personnel, equipment and supplies from outside the area of impact. The purpose of this Agreement is to provide a framework, in the event of an Emergency, for the Parties to participate in an intrastate program for mutual aid assistance to provide water, wastewater and storm water utility services. The Parties authorize their Utilities to cooperatively assist other Party's Utilities when there is an Emergency, subject to the discretion of the Responding Party's Authorized Official as set forth in Article IV.

**ARTICLE II
DEFINITIONS**

- A. Agreement — This Water Agency Response Network Mutual Aid Agreement.
- B. Assistance — Resources, including but not limited to personnel, equipment, material and supplies that a Responding Party's Utility provides to a Receiving Party's Utility.
- C. Authorized Official — An employee or official of a Party's Utility that is authorized by the Party's governing body to request Assistance or provide Assistance under this Agreement.
- D. Emergency — Any occurrence that is, or is likely to be, beyond the control of the services, personnel, equipment or facilities of a Party's Utility.
- E. Governmental Unit — A city, county or township in Minnesota or a city's public utilities commission.
- F. MnWARN — The framework for public water, wastewater and storm water utilities in Minnesota to assist other public water, wastewater and storm water utilities when there is an Emergency that requires Assistance from another Utility. The framework includes this Agreement and other resources to be developed and coordinated by the Statewide Committee to implement the purpose of this Agreement.
- G. National Incident Management System (NIMS) — A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
- H. Party/Parties — One or more governmental units that has a water, wastewater or stormwater utility that executes this Agreement or adopts this Agreement by resolution pursuant to Article XIV.
- I. Period of Assistance — The period of time when a Responding Party assists a Receiving Party. The period commences when personnel, equipment or supplies depart from a Responding Party's facility and ends when the resources return to their facility. All protections identified in the Agreement apply during this period. The Period of Assistance may occur during response to or recovery from an Emergency.
- J. Receiving Party — A Party who requests and receives Assistance under this Agreement.
- K. Responding Party — A Party that provides Assistance to another Party pursuant to this Agreement.
- L. Statewide Committee — The committee responsible for overseeing MnWARN on a statewide level.
- M. Steering Committee — The leadership group that established MnWARN and the development of this Agreement.
- N. Utility/Utilities — A water, wastewater and/or storm water utility of a Party.

ARTICLE III
ADMINISTRATION

A. Statewide Committee.

1. Voting Members. MnWARN shall be administered through a Statewide Committee. The Statewide Committee shall be comprised of nine (9) voting members. The voting members of the Statewide Committee shall be comprised as follows: (i) an employee or official of a Utility located in Region 1 of the Minnesota Division of Homeland Security and Emergency Management Regions; (ii) an employee or official of a Utility located in Region 2 of the Minnesota Division of Homeland Security and Emergency Management Regions; (iii) an employee or official of a Utility located in Region 3 of the Minnesota Division of Homeland Security and Emergency Management Regions; (iv) an employee or official of a Utility located in Region 4 of the Minnesota Division of Homeland Security and Emergency Management Regions; (v) an employee or official of a Utility located in Region 5 of the Minnesota Division of Homeland Security and Emergency Management Regions; (vi) an employee or official of a Utility located in Region 6 of the Minnesota Division of Homeland Security and Emergency Management Regions; (vii) an employee or official of the Minnesota Rural Water Association; (viii) a representative from the Minnesota Section of the American Water Works Association; and (ix) a representative of the Minnesota Wastewater Operator's Association.
 - a. Initial Voting Members. The initial voting members representing the six regions of the Minnesota Division of Homeland Security and Emergency Management Regions shall be selected by the Steering Committee. The other three voting members shall be selected by the organization they represent.
 - b. Subsequent Voting Members. The appointment or election of subsequent voting members shall be done in accordance with bylaws to be adopted by the Statewide Committee.
 - c. Terms. The terms of the voting members shall be established by the bylaws to be adopted by the Statewide Committee.
 - d. Changes. The Statewide Committee may change the number or composition of the voting members in accordance with its bylaws.
2. Advisory Members. There shall be at least six (6) advisory members of the Statewide Committee who shall not be entitled to vote. The advisory member shall consist of a representative to be selected by each of the following organizations: (i) the Minnesota Pollution Control Agency; (ii) the Minnesota Department of Health; (iii) Minnesota Homeland Security and Emergency Management; (iv) the Association of Minnesota Emergency Managers; (v) the Minnesota Municipal Utilities Association; and (vi) the League of Minnesota Cities. The voting members of the Statewide Committee may change the number or composition of the advisory members in accordance with its bylaws. The terms of the advisory members shall be established by the bylaws of the Statewide Committee.
3. Officers. The Statewide Committee shall have the following officers: a Chair, a Vice-Chair and a Secretary. The initial officers shall be elected by the Statewide Committee at its first meeting. The terms of the initial officers and subsequently elected officers

shall be established by the bylaws of the Statewide Committee. The officers shall have the following powers:

- a. Chair. The Chair shall have no more power than any other member of the Statewide Committee except that the Chair shall act as the presiding officer at all Statewide Committee meetings and may have other duties as assigned from time to time and prescribed by the Statewide Committee.
- b. Vice-Chair. The Vice-Chair shall act as the presiding officer at any Statewide Committee meeting not attended by the Chair and shall perform the Chair's duties in the Chair's absence. The Vice-Chair may have other duties as assigned from time to time and prescribed by the Statewide Committee.
- c. Secretary. The Secretary shall be responsible for ensuring that minutes are prepared for all Statewide Committee meetings. The Secretary shall also keep all books and records of the Statewide Committee and shall give all notices required by law, and may have other duties as assigned from time to time and prescribed by the Statewide Committee. The Statewide Committee may delegate all or part of the Secretary's duties required under this Section to another person; provided that such delegation shall not relieve the Secretary of ultimate responsibility for these duties

4. Powers. The Statewide Committee shall have the following powers:

- a. To coordinate emergency planning and response activities of Utilities in coordination with the emergency management and public health system of the State;
- b. To adopt policies and procedures to further the purpose of MnWARN;
- c. To establish committees, including regional committees, to assist in implementing the purpose of MnWARN;
- d. To develop a resource list of personnel, equipment, supplies and other resources that may be used to provide Assistance;
- e. To establish a website to facilitate the Parties' use of MnWARN;
- f. To develop protocols, forms or procedures for Parties to request assistance;
- g. To develop educational materials; and
- h. To develop training materials and conduct training for Parties.

5. Meetings. The Statewide Committee shall hold meetings as follows:

- a. Organizational Meeting. An organizational meeting shall be held at a time and place to be determined by the Steering Committee.
- b. Regular Meetings. Thereafter, the Statewide Committee shall meet at least annually. A schedule of regular meetings may be adopted by the Statewide

Committee at the organizational meeting. A schedule of regular meetings may be changed from time to time as deemed necessary by the Statewide Committee.

- c. Special Meetings. Special meetings of the Statewide Committee may be called by the Chair and must be called by the Chair upon written request of two Statewide Committee members.
- d. Quorum. The Statewide Committee shall not take official action unless a majority of the voting members are present in person or via electronic communication.

ARTICLE IV REQUESTS FOR ASSISTANCE

- A. Party Responsibility. The Parties shall identify an Authorized Official and one or more alternates; provide contact information including 24-hour access; and maintain the resource information required contained in the member information form to be developed by the Statewide Committee. The Parties shall update this information as required by the bylaws.

In the event of an Emergency, a Party's Authorized Official may request Assistance from a Party's Utility. The Authorized Official must specifically state that Assistance is being requested under MnWARN to activate the provisions of this Agreement. Requests for Assistance can be made orally or in writing. When made orally, the request for Assistance shall be prepared in writing as soon as practicable. Requests for Assistance shall be directed to the Authorized Official of a Party. Specific protocols for requesting Assistance shall be established by the Statewide Committee.

- B. Response to a Request for Assistance. After a Party receives a request for Assistance, the Authorized Official should evaluate if resources are available to respond to the request for Assistance. Following the evaluation, the Responding Party's Authorized Official shall inform, as soon as possible, the Receiving Party's Authorized Official if it can provide Assistance. If Assistance is provided, the Responding Party shall inform the Receiving Party about the type of available resources and the approximate arrival time of such resources.
- C. Discretion of Responding Party's Authorized Official. Adoption of this Agreement does not create any duty to provide Assistance. When a Party receives a request for Assistance, the Authorized Official shall have absolute discretion to provide Assistance or to not provide Assistance. A Party's decision to provide Assistance or not provide Assistance shall be final. No Party nor any employee or officer of any Party shall be liable to any other Party or to any person for failure of any Party to furnish Assistance or for recalling Assistance.

ARTICLE V RESPONDING PARTY PERSONNEL

- A. National Incident Management System (NIMS). When providing Assistance under this Agreement, the Requesting Party's Utility and the Responding Party's Utility shall be organized and function under NIMS.
- B. Control. The personnel of a Responding Party providing Assistance shall be under the direction and control of the Receiving Party until the Responding Party's Authorized Official withdraws Assistance. The Receiving Party's Authorized Official shall coordinate response

activities with the Responding Party's Authorized Official. Whenever practical, Responding Party personnel should plan to be self sufficient for up to 72 hours.

- C. Food and Shelter. The Receiving Party shall supply reasonable food and shelter for Responding Party personnel for Assistance that is provided for more than 72 hours. If the Receiving Party is unable to provide food and shelter for a Responding Party's personnel, the Responding Party's Authorized Official or designee is authorized to secure food and shelter for its personnel and shall be entitled to reimbursement for such expenses from the Receiving Party. Reimbursement for food and shelter shall reflect the actual costs incurred by the Responding Party. If receipts are not available, the Responding Party cannot request reimbursement in excess of the State per diem rates for that area.
- D. Communication. The Receiving Party shall provide Responding Party personnel with radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communication among personnel providing Assistance.
- E. Status. Unless otherwise provided by law, the Responding Party's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.
- F. Licenses and Permits. To the extent permitted by law, Responding Party personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the Period of Assistance.
- G. Right to Withdraw. The Responding Party's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Receiving Party's Authorized Official as soon as possible.

ARTICLE VI COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part, the Receiving Party shall reimburse the Responding Party for each of the following categories of costs incurred while providing Assistance during the Period of Assistance.

- A. Personnel. A Responding Party shall be reimbursed for its actual costs paid to personnel providing Assistance during the Period of Assistance. The Responding Party's designated supervisor(s) must keep accurate records of work performed by personnel during the Period of Assistance. Reimbursement to the Responding Party must consider all personnel costs, such as salaries or hourly wages, including overtime, and costs for fringe benefits and indirect costs.
- B. Equipment. The Receiving Party shall reimburse the Responding Party for the use of equipment during a Period of Assistance pursuant to the Responding Party's rate schedule. If the Responding Party does not have a rate schedule, the rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Party uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Party must provide such rates in writing to the Receiving Party prior to supplying Assistance. Reimbursement for equipment not referenced on a Party's rate schedule or the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs.

- C. Materials and Supplies. The Receiving Party must reimburse the Responding Party in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Party must not charge direct fees or rental charges to the Receiving Party for other supplies and reusable items that are returned to the Responding Party in a clean, damage-free condition. Reusable supplies that are returned to the Responding Party with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. Payment Period. The Responding Party must provide an itemized bill to the Receiving Party for all expenses it incurred as a result of providing Assistance under this Agreement. The Responding Party must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Receiving Party must pay the undisputed portion of the bill in full on or before the forty-fifth (45th) day following the billing date. Unpaid bills become delinquent upon the forty-sixth (46th) day following the billing date, and, once delinquent, the bill accrues interest at the standard rate of interest charged by the Responding Party for unpaid bills. If the Responding Party does not have a standard rate, the interest rate shall be the rate of prime, as reported by the *Wall Street Journal*, plus two percent (2%) per annum. Any undisputed amount must be resolved using the procedures set forth in Article VII.

ARTICLE VII DISPUTES

The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

- A. Mediation. If there is a failure between Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The Parties shall agree upon a mediator, or if they cannot agree, the Statewide Committee Chair shall select a mediator. If the Chair of the Statewide Committee, has a conflict of interest, the duty for selecting a mediator shall pass to the Vice-Chair.
- B. Arbitration. If the dispute remains unresolved following mediation, the dispute shall be submitted to arbitration under the Uniform Arbitration Act, Minnesota Statutes, Sections 572.08-.30. If the Parties cannot agree on one or more arbitrators, the arbitrator(s) shall be selected using the same procedure set forth for selecting a mediator. The decision of the majority of the arbitrators shall not be binding upon the Parties. If the arbitration decision is not accepted, the Parties may pursue any other legal remedy to resolve the dispute.

ARTICLE VIII RECEIVING PARTY'S DUTY TO INDEMNIFY

For the purposes Minnesota Municipal Tort Liability Act, Minnesota Statutes, Chapter 466, the employees and officers of the Responding Party are deemed to be employees (as defined in Minnesota Statutes, Section 466.01, subdivision 6) of the Receiving Party.

The Receiving Party shall defend, indemnify and hold harmless, the Responding Party, its officers, employees, volunteers and agents from all claims, loss, damage, injury, and liability of

every kind, nature, and description, directly or indirectly arising from the Responding Party's Assistance during the Period of Assistance. The scope of the Receiving Party's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Receiving Party, or faulty workmanship or other negligent acts, errors, or omissions by the Responding Party personnel. The Receiving Party shall not be required to defend and indemnify the Responding Party for any willful or wanton misconduct of the Responding Party or its officer, employees, volunteers or agents. Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits of liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The intent of this article is to impose on each Receiving Party a limited duty to defend and indemnify a Responding Party for claims arising within the Receiving Party's jurisdiction subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

The Receiving Party's duty to indemnify is subject to, and shall be applied consistent with, the conditions set forth in Article X.

ARTICLE IX DAMAGE TO EQUIPMENT

Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

ARTICLE X WORKERS' COMPENSATION

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue another Party for any workers' compensation benefits paid to its own personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue another Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of another Party or its officers, employees or volunteers.

ARTICLE XI INSURANCE

Parties to this Agreement shall maintain the following liability coverages: (1) commercial general liability; and (2) automobile liability, including owned, hired, and non-owned automobiles. Each policy shall have a limit at least equal to the maximum municipal liability limit in Section 466.04, subd. 1. If the policy contains a general aggregate limit, the general aggregate limit shall not be less than double the maximum municipal liability limit in Section 466.04, subd. 1.

**ARTICLE XII
WITHDRAWAL**

A Party may withdraw from this Agreement by providing written notice of its intent to withdraw to the Statewide Committee Secretary. Withdrawal takes effect 60 days after notice is sent.

**ARTICLE XIII
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

To the extent practicable, Parties to this Agreement are encouraged to participate in mutual aid and assistance activities conducted under the State of Minnesota Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for Utilities through this Agreement if such a Program were established.

**ARTICLE XIV
NEW MEMBERS**

Other Governmental Units may be added to this Agreement upon approval of their governing body as evidenced by adoption of the resolution attached as Exhibit I to this Agreement and execution by the Governmental Unit's authorized representatives. A Governmental Unit shall not become a Party to this Agreement until a certified copy of the resolution is received by the Statewide Committee Secretary. The Statewide Committee Secretary shall maintain a master list of all Parties to this Agreement.

**ARTICLE XV
GENERAL PROVISIONS
MODIFICATION**

- A. Modification. No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the Agreement. Modifications require a simple majority vote of the Parties to this Agreement. The Statewide Committee Secretary shall provide written notice to all Parties of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Parties.
- B. Signatory Indemnification. In the event of a liability, claim, demand, action or proceeding of whatever kind or nature arising out of a Period of Assistance, the Parties who receive and provide Assistance shall indemnify and hold harmless those Parties whose involvement in the transaction or occurrence that is the subject of such claim, action, demand or other proceeding is limited to execution of this Agreement.
- C. Prohibition on Third Parties and Assignment of Rights/Duties. This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and are without effect.
- D. Notice. A Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties to this Agreement shall

provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

- E. Effective Date. This Agreement shall be effective after approval by the Parties' governing body and execution by the Parties' authorized representatives.
- F. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- G. Captions. Article and section headings contained in this Agreement are included for convenience only and form no part of the Agreement among the Parties.
- H. Waivers. The waiver by a Party of any breach or failure to comply with any provision of this Agreement by another Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- J. Savings Clause. If any court finds any article, section or portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, caused this Agreement to be approved on the dates below.

City of Tonka Bay, Minnesota

The City Council of Tonka Bay, Minnesota duly approved this Agreement on the

_____ day of _____, 20__.

By: _____

Its Mayor

And: _____

Its Clerk

EXHIBIT I

RESOLUTION AUTHORIZING GOVERNMENTAL UNIT TO BE A PARTY TO MINNESOTA WATER AGENCY RESPONSE NETWORK (MnWARN)

WHEREAS, Minnesota Statutes, Section 471.59 authorizes governmental units by agreement of their governing bodies to jointly or cooperatively exercise any power common to them;

WHEREAS, MnWARN has been established by the adoption of a Mutual Aid Agreement (the Agreement) among Governmental Units to allow their water, wastewater and storm water utilities to assist each other in case of an emergency;

WHEREAS, the Agreement allows other governmental units to become a party to the Agreement by the adoption of this Resolution and sending notice to the Secretary of the Statewide Committee for MnWARN; and

WHEREAS, the governing body of [name of governmental unit] considers it to be in the best interests of the City of Tonka Bay to be a party to the Agreement.

NOW, THEREFORE, BE IT RESOLVED, that City of Tonka Bay:

1. Authorizes [position title of designated employee or official] and [position title of designated employee or official] to sign this resolution evidencing the intent of [name of governmental unit] to be a party to MnWARN; and
2. [Name of designated employee or official] is directed to send a certified copy of this resolution and a completed membership information form to the Secretary of the Statewide Committee of MnWARN; and
3. [Name of political subdivision] agrees to comply with all terms of the Agreement. IN WITNESS WHEREOF, [name of governmental unit], by action of its governing body, caused this Resolution to be approved on [Month/Date/Year].

By: _____

Its _____

And: _____

Its _____



CITY OF TONKA BAY
4901 Manitou Road
Tonka Bay MN 55331
Phone: 952-474-7994
www.cityoftonkabay.net

ITEM NO. 8C

Memo

To: Mayor and City Council
From: Lindy Crawford, City Administrator
Date: June 9, 2015
Re: Deer Feeding – Ordinance Draft

At the May 26, 2015 Council meeting staff was directed to format the language from the City of Shorewood's ordinance language relating to the prohibition on feeding deer into the Tonka Bay ordinance format.

Attached is a draft ordinance for review.

Council Action Requested

For review and discussion of further action.

SECTION 742 PROHIBITION ON FEEDING DEER

742.01 PURPOSE.

It is hereby determined that an increasing population of deer within the city poses a threat to public safety by increasing the likelihood of deer-vehicle collisions, and the transmission of diseases to humans from deer; poses a threat to native plant and animal life by excessive foraging which disturbs natural ecological balances; and poses a threat to the quality of life by deer-related damage to landscaping and vegetable gardens. This Section is intended to reduce these threats by restricting supplemental feeding of deer, which results in unnatural concentrations of deer and can affect the normal movement of deer within the community. It is not the intent of this Chapter to regulate the recreational feeding of birds.

742.02 PROHIBITION ON SUPPLEMENTAL DEER FEEDING

Prohibition: No resident may place or permit to be placed on the ground, or within five (5) feet of the ground surface any grain, fodder, salt licks, fruit, vegetables, nuts, seeds, hay or other edible materials which may reasonably be expected to intentionally result in deer feeding, unless such items are screened or protected in a manner that prevents deer from feeding on them. Living fruit trees and other live vegetation shall not be considered as supplemental deer feeding.

742.03 EXEMPTIONS FROM PROVISIONS.

The prohibition described in Section 742.02 above shall not apply to:

Subd. 1. Veterinarians, city animal control officials or county, state or federal game officials who are in the course of their duties and have deer in their custody or under their management;

Subd. 2. Persons authorized by the City of Tonka Bay to implement the Deer Management Program approved by the City Council; or

Subd. 3. Any food placed upon the property for purposes of trapping or otherwise taking deer where such trapping or taking is pursuant to a permit issued by the Minnesota Department of Natural Resources.



CITY OF TONKA BAY

4901 Manitou Road
Tonka Bay MN 55331
Phone: 952-474-7994
www.cityoftonkabay.net

ITEM NO. 9A

Memo

To: Mayor and City Council
From: Lindy Crawford, City Administrator
Date: June 9, 2015
Re: Continued First Reading – Section 910 Amendments

At the City Council meeting held on May 26, 2015, the City Council held the first reading on amendments to Section 910 relating to boat trailer parking. After careful consideration, the first reading was continued to gather additional information from Ken Potts, our prosecuting attorney, get statistics and/or fact finding, and see information on enforcement by signage vs. resolution or ordinance.

I've received the following information by email from Sgt. Justin Ballsrud of the SLMPD and Mr. Potts.

In an email from Sgt. Justin Ballsrud from SLMPD, he states: "We cannot enforce a resolution and in order to use the parking ordinance, trailers have to be included in the vehicle definition. Because the resolution signs are posted, residents call and expect enforcement of violations. There has been confusion about this issue for numerous years among the officers. After looking at all the information we determined that a change in the vehicle definition for the parking ordinance would be the best way to handle it."

In emails from Ken Potts, our Prosecuting Attorney, he states: "In my experience as a prosecutor an ordinance must be succinct and to the point and clearly set forth what conduct is prohibited. The less words the better; I believe the proposed amendment identifies the area the Council wanted to prohibit boat trailer parking. The problem being the officers believed that they could not write citations based upon a resolution. If the Council wanted to set forth a specific time frame that could be included in the ordinance. Since the no parking prohibition pertains specifically to boat trailers, I believe that it would be necessary to have a specific ordinance to that effect, a simple no parking sign would not suffice."

Council Action Requested:

The Council should determine if this additional information answers their questions and concerns about the ordinance amendment and they can move this item on to the next meeting for a second reading. The final ordinance language and accompanying resolution will then be brought back for adoption.

KENNETH N. POTTS, P.A.
Attorney at Law

5101 Thimsen Avenue
Suite 200
MINNETONKA, MINNESOTA 55345
TELEPHONE (952) 474-4240
TELECOPIER (952) 474-0987

April 30, 2015

Via Fax Only
474-6538

Mr. Joe Kohlmann
City Administrator
City of Tonka Bay
4901 Manitou Road
Tonka Bay, MN 55331

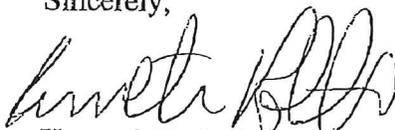
Amendment of Tonka Bay Ord. 910.1 and 910.2

Dear Mr. Kohlman:

I enclose a proposed amendment to the parking ordinance. The first amendment is under subd 1 which simply changes the chapter designation from 169.01 to 169.011 as the previous statute has been renumbered.

The second amendment that I added is subdivision 20 to reflect resolution 95-29, which prohibits boat trailer parking in certain areas. The previous ordinance did not contain this prohibition making it difficult for officers to write citation for those who fail to abide by the no parking signs. If you have any questions or comments please give me a call.

Sincerely,



Kenneth N. Potts

KNP/sb

Enclosure

**SECTION 910
TRAFFIC REGULATIONS**

910.01 “HIGHWAY TRAFFIC REGULATION ACT” INCORPORATED BY REFERENCE

”Highway Traffic Regulation Act” incorporated by reference. The regulatory provisions of the “Highway Regulations Traffic Act,” the same being Minnesota Statutes Chapter 169 as periodically amended are hereby adopted as a traffic regulation ordinance. The provisions of M.S. Chapter 169 are intended to regulate and control the use of highways, streets, and alleys in the city and are incorporated and made part of this code by reference as if set out herein in full.

Subd. 1 Definitions

The definitions as set out in **M.S. Chapter 169.011** (amended 5/28/15) as periodically amended shall apply to terms in this ordinance as if set out fully herein.

910.02 PARKING

Subd. 1 No person shall stand or park a vehicle on a street or roadway in the City of Tonka Bay other than parallel with the edge of the roadway, headed in the direction of traffic, with the curbside right-hand wheels of the vehicle within twelve inches of the edge of the curb. Upon streets or roadways not having a curb, a vehicle shall be stopped, standing, or parked with its right-hand wheels within twelve inches of the edge of the roadway. On a one-way roadway, a vehicle may be parked with the left-hand wheels adjacent to and within twelve inches of the left-hand curb or edge of the roadway of said one-way roadway. Upon a street or roadway which has been marked or signed for angle parking, vehicles shall be parked at the angle to the curb or edge of the roadway or street indicated by such marks or signs.

Subd. 2 This section shall not apply to the driver of any vehicle which is disabled while on the paved, or improved, or main traveled portion of a roadway in such a manner and to such an extent that it is impossible to avoid stopping and temporarily leaving said disabled vehicle in such position, except that said disabled vehicle shall be removed from said roadway within a reasonable time after said vehicle has become disabled.

Subd. 3 No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, in any of the following places: on a sidewalk; in front of a public or private driveway; within an intersection; within ten (10) feet of a fire hydrant; on a crosswalk; within twenty (20) feet of a crosswalk or an intersection; within thirty (30) feet upon the approach to any flashing beacon, stop sign, or traffic control signal located at the side of a roadway; between a safety zone and the adjacent curb or within thirty (30) feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings; within fifty (50) feet of the nearest rail of a railroad crossing; within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of said entrance when properly sign posted; alongside or opposite any street excavation or obstruction when such stopping, standing, or parking would obstruct traffic; on the

roadway side of any vehicle stopped or parked at the edge or curb of a street; upon any bridge or other elevated structure upon a highway or within a highway tunnel, except as otherwise provided by ordinance; and at any place where official signs prohibit stopping.

Subd. 4 No person shall move a vehicle not owned by such person into any prohibited area or away from a curb such distance as is lawful.

Subd. 5 No person shall, for camping purposes, leave or park a house trailer on or within the limits of any highway or on any highway right-of-way, except where signs are erected designating the place as a camp site.

Subd. 6 No person shall stop or park a vehicle on a street or highway when directed or ordered to proceed by any peace officer invested by law with authority to direct, control, or regulate traffic.

Subd. 7 No person shall stop, stand, or park a vehicle, except as otherwise provided herein, or unless directed to do so by a police officer, on any street or roadway within the City of Tonka Bay where the City Council of the City of Tonka Bay has established a "no parking" zone and such zone is marked by a sign.

Subd. 8 No person shall stop, stand, or park a vehicle for a longer time than is designated on signs stating a "limited parking" zone established by the City Council of the City of Tonka Bay.

Subd. 9 No person shall stop, stand or park any vehicle upon a street or roadway in the City of Tonka Bay in such a manner as to interfere with street maintenance operations, including the removal of snow, ice, and street waste. Whenever a police officer or employees of the City of Tonka Bay, charged with road repairing and maintenance, shall find it necessary, for the purpose of street maintenance operations as described herein, to move any vehicle standing on the roadway, said persons, their agents, or a duly authorized person, may move such vehicle to the extent necessary for such purpose.

Subd. 10 Whenever a police officer finds a vehicle standing upon a street or roadway in violation of any of the provisions of this ordinance, such officer, or such other person as he may direct, may move such vehicle, or said officer may require the driver or other person in charge of the vehicle to remove the same to a position off the paved, improved, or main traveled part of such roadway.

Subd. 11 No person shall stand, stop, or park a vehicle at any place where temporary signs prohibit parking.

Subd. 12 No person driving or in charge of a motor vehicle shall permit it to stand unattended on a grade without effectively setting the brakes thereon and turning the front wheel to the curb or side of the street or roadway.

Subd. 13 Every person parking a passenger automobile on a public street, roadway, or alley in the City of Tonka Bay shall lock the ignition, remove the key, and take the same with him.

Subd. 14 No person shall leave a motor vehicle standing upon a street or highway with the wheels chained, locked or fastened in such a manner that the motor vehicle cannot be easily moved in case of emergency.

Subd. 15 Any unoccupied vehicle found in violation of the provisions of this ordinance may be immediately removed and impounded by any police officer or person

duly authorized by said officer to remove and impound said vehicle. In the event a vehicle is impounded at the direction of a police officer, the owner or operator of said vehicle shall pay the authorized cost of towing and storage before said person shall be entitled to regain possession of said vehicle. The City Council shall approve by resolution the authorized costs of towing and storage of said vehicles.

Subd. 16 No person shall operate or park on any street or roadway a vehicle for the primary purpose of advertising, except when a special permit has been obtained from the City Council.

Subd. 17 No person shall wash, grease, or repair a vehicle upon a street, roadway, or highway, except such repairs as are necessitated by an emergency.

Subd. 18 No person shall place a vehicle on a highway to display the same for sale or exchange. A vehicle shall be deemed to be displayed in violation of this section when found standing upon a street or highway bearing a sign indicating that it is for sale or exchange.

Subd. 19 The owner or possessor of old machinery, wrecked or junked automobiles, or other junk or debris shall not permit the same to be stopped, standing, parked, placed, or stored upon a highway or roadway within the City of Tonka Bay. For the purpose of this section of this ordinance, a "junked vehicle" is one that is not registered and which does not possess a current Minnesota State auto license.

Subd. 20 No person shall park a boat trailer in an area East of County Road 19 which is the area between and including Tonka Bay Road and West Point Road (amended 5/28/15).

910.03 NO PARKING AND LIMITED PARKING ZONES

Subd. 1 The City Council may, from time to time by motion or resolution, designate portions of the highways and streets within the City of Tonka Bay as no parking zones or limited parking zones and shall cause such zones to be marked by appropriate signs. The location of such signs limiting parking shall be prima facie evidence that the City Council has by proper resolution or motion authorized the establishment of such no parking or limited parking zones. The Council shall make a determination of such no parking zones or limited parking zones on the basis of convenience to the public and traffic hazards. No person shall park any vehicle in a no parking zone or any limited parking zone for a longer period than is specified on the signs marking such zones. No vehicle shall be parked continuously at any place or any public street for a period of more than 48 consecutive hours.

Subd. 2 Authority to declare emergency

Whenever in the opinion of the Mayor an emergency exists in the City of Tonka Bay or in a section or sections thereof, because of snow, freezing rain, sleet, ice, snowdrifts or other phenomena which create, or are likely to create hazardous road conditions impeding, or likely to impede, the free movement of fire, health, police, emergency or other vehicular traffic, or the safety and welfare of the community, the Mayor may declare an emergency to exist for a period of 72 hours and notice thereof shall be given by whatever means are available, such as posting signs or by word of mouth.

Subd. 3 Emergency declared, parking prohibited

Whenever such an emergency is so declared to exist, no vehicles shall be

parked or left standing on any street. Upon the declaration of a state of emergency, the Mayor may prohibit during the emergency the parking, standing or leaving of any vehicle upon any or all of the above designated snow or other emergency streets. Parking may be resumed on individual streets as soon as plowing has been completed on that street, for the full width, and said street has become passable.

Subd. 4 Removal of vehicles

If any vehicle is parked, abandoned or left standing in violation of the terms of this ordinance, the same may be moved by the City at the cost and expense of the owner thereof.

910.04 OPERATION OF VEHICLES ON PUBLIC PROPERTY

No person shall stop, stand, park, or operate any vehicle, or ride any bicycle or horse, except in compliance with the directions of a police officer, on any park property or other public grounds other than highways or roadways within the limits of the City of Tonka Bay. A person may stop, stand, park or operate a vehicle, or ride a bicycle or horse in such areas designated for such uses by appropriate signs permitting such uses on any park property or public ground. Failure to comply with any restrictions set out on such signs shall be considered a violation of this section.

910.05 CARELESS DRIVING OFF HIGHWAYS

No person shall operate or halt any vehicle upon any land other than a street, highway, or roadway, or on the frozen surfaces of any body of water within the harbor limits of the City of Tonka Bay, carelessly or heedlessly in disregard of the rights of the safety of others, or in a manner so as to endanger, or be likely to endanger, any person or property. Any person who violates any of the provisions of this section shall be guilty of a misdemeanor.

910.06 VIOLATIONS

Any person, firm, or corporation violating any of the provisions of this ordinance shall be guilty of a misdemeanor. However, if a minimum fine or imprisonment is prescribed by the State Highway Traffic Regulations for an offense, such penalty shall apply to a person, firm, or corporation convicted of said offense under this ordinance.



CITY OF TONKA BAY
4901 Manitou Road
Tonka Bay MN 55331
Phone: 952-474-7994
www.cityoftonkabay.net

ITEM NO. 9B

Memo

To: Mayor and City Council
From: Lindy Crawford, City Administrator
Date: June 9, 2015
Re: Temporary/Seasonal Outdoor Sales Permit – Untiedt's Garden Market

Tonka Village Shopping Center has applied for a Temporary/Seasonal Outdoor Sales permit to allow Untiedt's Garden Market to sell farm produce (fruit and vegetables) from June 26 – September 7 (74 days; 90 days allowed).

Attached you will find the ordinance section which defines the performance standards that must be met for a permit to be issued.

At the March 10 meeting, the City Council approved a permit for the Plant Place at Tonka Village from April – July. While these sales will coincide for some time (June 26 – July 15), the locations are not conflicting (see attached map).

This is a new vendor. The gazebo structure will be similar to that used by Sever's over the past few years. Sever's Farm Market, who had the annual permit at this location for several years, is no longer in the farm market business. Mr. Craig Gilb from Untiedt's is present to answer any questions you might have.

Council Action Requested:

Motion to approve the Outdoor Seasonal Sales Permit at Tonka Village for Untiedt's Garden Market.

SECTION 1023 - C-1, RECREATIONAL AND LIMITED COMMERCIAL DISTRICT

1023.01 **PURPOSE.** The C-1 Recreational and Limited Commercial District is intended to provide for lake-oriented commercial uses and low intensity, limited commercial activities.

1023.02 **PERMITTED USES.** Subject to applicable provisions of this Ordinance, the following are permitted uses in the C-1 District:

Subd. 1. Marinas.

Subd. 2. Yacht Clubs.

Subd. 3. Temporary Seasonal/Outdoor Sales. *(added 4/17/03)*

- a. No person shall conduct temporary/seasonal outdoor sales without first having received a permit as provided below.
- b. The application for a permit shall include a site plan, a list of materials to be sold or displayed, and the duration of the sale.
- c. A new permit shall be required for all sales located on sites where a permit has not been issued during the preceding twelve (12) month period, and for all sales that include a different site plan, list of materials to be sold, or size and/or location of the sales area from the most recently approved permit. A renewal permit shall be required for a sale that is substantially similar to the most recently approved sale at the site, provided that the most recently approved permit was issued during the preceding twelve (12) month period.
- d. The applicant shall pay the new or renewal permit fee as established annually by the city council. The permit fee shall be paid in full with the application.
- e. Permits issued under this section shall be for a period not to exceed ninety (90) days. No more than two (2) permits shall be issued to the same applicant or property owner in any calendar year.
- f. This section shall not apply to promotional events such as sidewalk sales or shopping center carnivals accessory to the principal use of the property limited to no more than five (5) consecutive days.
- g. The applicant for the permit shall be the owner of the property. If the sale is operated by a person other than the property owner, the owner must notify the City of the operator. The property owner is responsible for the actions of the operator and the conditions of the permit.

- h. The city council shall issue a new or renewal permit if the applicant demonstrates that the following performance standards will be met:
 - 1. Off-street parking and loading areas are provided where required.
 - 2. No public address system shall be used.
 - 3. The number, area, bulk, height, location, frequency and duration of such uses is controlled. The site shall be kept in a neat and orderly fashion, free from litter, refuse, debris, junk, or other waste which results in offensive odors or unsightly conditions.
 - 4. Display of items shall be arranged in as compact a manner as reasonably practicable with particular reference to vehicle and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other catastrophe.
 - 5. No uses or displays shall be permitted in required parking areas, required green areas, parking setback areas, or any right-of-way or other public property.
 - 6. The sale and associated parking shall not obstruct parking spaces needed by any permanent business established on the site except that when a sale is held only during the time when all permanent businesses on the site are closed, parking spaces may be obstructed.
 - 7. No portion of the use or event shall take place within one hundred (100) feet of any residential buildings.
- i. No renewal permit shall be issued if the operator failed to comply with any performance standards during the term of a previously issued new or renewal permit, except upon the approval of the City Council.
- j. A temporary/seasonal outdoor sales permit shall be issued for a particular use and to the property owner making application for such permit. Such permit shall not be transferred or assigned for use by another without the written consent of the City.
- k. Failure to comply with any performance standard or any other violation of this section shall constitute sufficient cause for the termination of the permit by the City Council following a public hearing.

Subd. 4. And such other uses as in the determination of the City Council are in a similar nature.

1023.03 **INTERIM USES.** Subject to the applicable provisions of this Ordinance, the following are interim uses in the C-1 District and are governed by Section 1007 of this Ordinance:

Subd. 1. None.

**CITY OF TONKA BAY
APPLICATION FOR TEMPORARY/SEASONAL OUTDOOR SALES**

4901 Manitou Road
Tonka Bay MN 55331
Phone: 952-474-7994 Fax: 952-474-6538
www.cityoftonkabay.net

APPLICATION DATE: 5/8/15

SITE ADDRESS: 5609 Manitou Rd. Tonka Bay Village Center

PROPERTY OWNER:

Anderson Property Mgmt 6205 Parkwood Dr Edina 55436 952-931-9538
(Name) (Address) (Zip Code) (Telephone)

COMPANY REQUESTING PERMIT:

dba Untiedts Garden Market 4750 25th St. S.W. Waverly 55390 612-801-1289
(Name) (Address) (Zip Code) (Telephone)
Craig Gilb
Sweet Corn & More, Inc.

SUBMIT THE FOLLOWING MATERIALS TO COMPLETE YOUR APPLICATION:

1. Permit Applications

Application for a permit is made to the City Administrator. This permit application shall contain and will be considered complete upon submission of the following items:

- A. Application Fee: \$75.00 (1/1/12)
- B. Application Form
- C. Scale drawings showing location and area of the proposed sales area and the location of all existing and proposed equipment.

2. Additional Information Required

- A. Hours of operation: 10:30 - 6:30
- B. Description of materials/items to be sold: Farm Fresh Produce
- C. Dates sales will commence and terminate (cannot exceed ninety days):
June 26th - Sept 7th

Signatures:

See Attached _____ Craig Gilb _____
Property Owner Applicant

By _____ By Craig Gilb
Its _____ Its Partner

FOR CITY USE ONLY:

Payment Made (\$75)	<u>5-11-15</u>
PERMIT APPROVED	
PERMIT NOT APPROVED	
COUNCIL MEETING DATE	<u>May 26, 2015</u>

Effective 1/1/12

June 9,



Craig Gilb <craig@untiedtswegrowforyou.com>

Tonka Bay

2 messages

Jane Anderson <jane@andersonpropmgmt.com>

Tue, Apr 14, 2015 at 12:01 PM

To: craig@untiedtswegrowforyou.com

Hi Craig,

I wanted to reach out to you regarding the Tonka Bay location for the produce stands. Last year, we had Severs at the building June 27-Aug 24. We would like to work with similar dates for this year. Each year we put together a license agreement and will need to do the same with you.

Please give me a call to discuss at your convenience. 952-931-9538.

Thanks!

Jane

--

Jane Anderson
Anderson Property Management + Parkwood Properties
952-931-9538
jane@andersonpropmgmt.com

Jane Anderson <jane@andersonpropmgmt.com>

Wed, May 6, 2015 at 4:34 PM

To: Craig Gilb <craig@untiedtswegrowforyou.com>

Cc: Martha Anderson <martha@andersonpropmgmt.com>, Peggy APM <peggy@andersonpropmgmt.com>

Hi Craig,

Attached please find the agreement for your garden center at Tonka Bay. I know on the phone you mentioned that you would like to stay through labor day. I have extended the end date on the agreement attached. We are fine with you staying for those extra two weeks as long as the city will allow this time frame.

Please let me know if you have any questions. I will be leaving town on Sunday 5/10/15.

Thanks,

Jane

[Quoted text hidden]

**Untiedt's Garden Market 2015.pdf**

543K



CITY OF TONKA BAY
4901 Manitou Road
Tonka Bay MN 55331
Phone: 952-474-7994
www.cityoftonkabay.net

ITEM NO. 9C

Memo

To: Mayor and City Council
From: Lindy Crawford, City Administrator
Date: June 9, 2015
Re: Excelsior Fire District – 2016 Draft Budget

Chief Gerber has provided the attached draft 2016 budget foot notes, the proposed 2016 EFD budget, building improvements project plan and CIP for your review.

Council Action Requested:
Review and discuss the EFD Budget Proposal.



Excelsior Fire District

Proudly serving the Communities of:

Deephaven-Excelsior-Greenwood-Shorewood-Tonka Bay

24100 Smithtown Road

Shorewood, MN. 55331

First DRAFT 2016 Budget Foot Notes

April 6, 2015

- Proposed 2016 Budget Footnotes

The following footnotes help to identify significant changes for 2016 as proposed in the budget.

- **Excelsior Fire District becomes Tax Exempt beginning January 1, 2016**
 - Estimated savings \$9,000
- **Staffing**
 - Administrative Specialist - Shared Services with the City of Chanhassen as described within
 - A detail is included
- **Facilities**
 - The \$25,100 in identified building maintenance projects as identified in the building maintenance planning
- **Capital Equipment Fund**
 - Aerial 11 replacement – a detail memo of the replacement for Aerial 11 is included
 - Boat 11 Replacement - 2017



2016

Proposed 1st DRAFT

**CIP and Operating
Budget**

April 6, 2015

Excelsior Fire District

Budget FY 2016 *First DRAFT - April 6, 2015*
 Comparison with Previous Years

Account Code	Object Description	2011 Actual Amount	2012 Actual Amount	2013 Actual Amount	2014 Actual Amount	2015 Budget Adopted	2016 Requested Budget	2016 Requested Dollar Increase	Percent Change From 15 Adopted
Fund 230	FIRE OPERATING FUND								
Dept 42200	Fire Operations								
<u>Personal Services</u>									
230-42200-101	Employees Regular	128,444	135,373	144,374	152,571	153,978	204,633	50,655	32.90%
230-42200-103	Part-Time Employees	15,795	15,672	16,321	16,886	25,326	5,846	(19,480)	-76.92%
230-42200-106	Firefighter's Salaries	142,573	150,892	150,720	146,346	182,060	189,805	7,745	4.25%
230-42200-107	Fire Officer's Salaries	31,626	32,655	33,210	33,976	35,909	36,544	635	1.77%
230-42200-108	Part-Time Fire Inspector	-	-	-	-	-	-	-	-
230-42200-121	PERA	19,414	20,419	21,845	24,207	26,435	29,538	3,103	11.74%
230-42200-122	FICA/MC	18,358	20,159	11,957	17,578	20,845	23,306	2,461	11.81%
230-42200-131	Employer Paid Health	25,188	22,117	23,385	25,538	27,920	39,446	11,526	41.28%
230-42200-133	Employer Paid Life Insuranc	23	23	23	23	24	36	12	50.00%
230-42200-151	Worker's Comp Insurance	18,952	19,966	25,239	22,276	28,000	25,000	(3,000)	-10.71%
	Total Personal Services	400,373	417,276	427,074	439,401	500,497	554,154	53,657	10.72%
<u>Pension</u>									
230-42200-170	Firefighter Pension Contribu	88,124	14,907	27,529	-	-	-	-	-
<u>Supplies</u>									
230-42200-200	Office Supplies	4,378	3,496	3,730	4,112	4,000	3,720	(280)	-7.00%
230-42200-212	Motor Fuels	13,462	15,224	14,003	13,758	16,000	15,250	(750)	-4.69%
230-42200-217	Clothing	19,201	32,542	26,850	24,906	27,950	28,500	550	1.97%
230-42200-220	Repair/Maint. Supplies	4,652	7,672	6,891	7,717	7,000	6,500	(500)	-7.14%
230-42200-221	First Aid Supplies	1,434	1,999	3,160	6,397	2,500	2,100	(400)	-16.00%
230-42200-222	Firefighting Supplies	10,837	13,939	18,239	19,018	11,000	10,220	(780)	-7.09%
230-42200-241	Fire Prevention Tools	5,003	5,990	4,543	4,141	5,000	5,000	-	0.00%
	Total Supplies	58,967	80,862	77,416	80,049	73,450	71,290	(2,160)	-2.94%
<u>Professional Services</u>									
230-42200-304	Legal	1,425	193	-	603	3,000	3,000	-	0.00%
230-42200-307	Fiscal Management Fees	18,000	17,000	16,000	16,000	16,480	16,975	495	3.00%
230-42200-311	Auditing	9,825	9,550	9,797	10,035	11,000	15,000	4,000	36.36%
230-42200-312	Refuse & Recycling Collecti	1,244	1,573	1,847	955	1,800	1,800	-	0.00%
230-42200-313	Janitorial Services	5,720	6,307	6,038	7,779	7,000	7,000	-	0.00%
230-42200-318	Medical Fees	5,443	6,406	6,312	6,481	7,000	7,000	-	0.00%
230-42200-319	Professional Services	25,649	15,738	25,579	22,317	29,704	29,424	(280)	-0.94%
	Total Professional Services	67,306	56,767	65,573	64,170	75,984	80,199	4,215	5.55%
<u>Other Services and Charges</u>									
230-42200-321	Telephone/Communications	22,967	23,284	22,066	27,791	27,600	26,250	(1,350)	-4.89%
230-42200-322	Postage	455	382	654	219	500	500	-	0.00%
230-42200-323	Radio Units	17,526	27,957	25,329	31,311	28,500	28,500	-	0.00%
230-42200-331	Conferences	6,544	5,549	5,795	5,544	6,000	6,000	-	0.00%
230-42200-332	Mileage	13	-	74	118	200	200	-	0.00%
230-42200-333	Meeting Expenses	3,690	4,292	5,134	3,624	4,000	4,000	-	0.00%
230-42200-334	Training & Schools	28,786	24,863	27,302	23,765	25,500	27,500	2,000	7.84%
230-42200-350	Printing & Publishing	696	1,071	1,272	701	1,100	1,100	-	0.00%
230-42200-360	Insurance	25,573	25,917	26,702	26,277	30,000	27,000	(3,000)	-10.00%
230-42200-381	Electric Utilities	32,314	31,114	34,658	32,097	34,800	33,390	(1,410)	-4.05%
230-42200-383	Gas Utilities	13,432	10,629	12,814	15,409	14,000	13,000	(1,000)	-7.14%
230-42200-386	Water and Sewer Utilities	731	1,211	999	864	1,100	1,100	-	0.00%
230-42200-401	Repairs & Maint. Contracte	32,567	36,624	35,392	43,161	27,600	51,300	23,700	85.87%
230-42200-404	Repairs/Maint. Machinery/E	29,983	19,953	28,032	24,539	25,450	24,770	(680)	-2.67%
230-42200-405	Fire Equipment Maintenanc	21,210	9,558	6,967	13,689	11,245	11,270	25	0.22%
230-42200-430	Misc Expenses (Bank)	499	481	843	1,186	1,220	1,220	-	0.00%
230-42200-433	Dues and Subscriptions	2,391	2,458	3,251	3,620	4,434	4,434	-	0.00%
230-42200-439	Contingency	-	-	-	-	-	-	-	-
	Total Other Services	239,377	225,343	237,284	253,915	243,249	261,534	18,285	7.52%
	Total Operating Budget	854,147	795,155	834,876	837,535	893,180	967,177	73,997	8.28%
<u>Capital Outlay</u>									
230-42200-720	Building Fund Transfer	-	-	-	-	30,000	-	(30,000)	-
230-42200-720	Fire Relief Fund Transfer	-	27,529	-	-	30,000	-	(30,000)	-
230-42200-720	Fund Balance/ Reserve	-	-	-	-	30,000	-	-	-
230-42200-720	Capital Equip Transfer	160,000	165,000	170,000	175,000	170,000	170,000	-	0.00%
230-42200-720	Fire Facilities Transfer	553,329	554,567	554,285	548,460	547,091	549,098	2,007	0.37%
		713,329	747,096	724,285	723,460	807,091	719,098	(87,993)	-10.90%
	Totals Fund 230 Fire Operating	1,567,476	1,542,251	1,559,161	1,560,995	1,700,271	1,686,275	(13,996)	-0.82%
<u>Operating Revenue</u>									
34202	Municipal Contribution	1,511,751	1,516,291	1,532,895	1,568,508	1,590,771	1,635,079		
	Shared Services Income	-	-	-	-	-	31,696		

36210	Interest Income	3,209	1,592	1,073	1,124	1,500	1,500
36228	Refunds and Reimburseme	16,910	24,464	22,080	11,132	12,000	12,000
36230	Donations / Other Income	10,136	-	4,266	550	-	-
39203	Special Events	-	-	-	-	6,000	6,000
39203	Fund Transfers	62,000	22,956	27,529	-	-	-
	Total Revenue	<u>1,604,006</u>	<u>1,565,303</u>	<u>1,587,843</u>	<u>1,581,314</u>	<u>1,610,271</u>	<u>1,686,275</u>
	Balance	<u>36,530</u>	<u>23,052</u>	<u>28,682</u>	<u>20,319</u>	<u>(90,000)</u>	<u>-</u>
	Balance, January 1st	<u>280,239</u>	<u>316,769</u>	<u>339,821</u>	<u>368,503</u>	<u>388,822</u>	<u>298,822</u>
	Balance, December 31st	<u>316,769</u>	<u>339,821</u>	<u>368,503</u>	<u>388,822</u>	<u>298,822</u>	<u>298,822</u>
	Fund Balance %	<u>39.837</u>	<u>40.703</u>	<u>43.999</u>	<u>43.532</u>	<u>30.896</u>	

(2015 vs. 2016 Contribution) = 1,590,771 1,635,079 2.79%

City Contribution Increase from 2015 44,308

EXCELSIOR FIRE DISTRICT
2016 1st DRAFT Operating Budget
April 6, 2015

CATEGORY

PERSONAL SERVICES

	Detail Item Amount		Line Item Total	Category Total
101 Employees Regular (Full-time)			204,633	
Fire Chief	107,579	4.50%		
Fire Inspector	55,516	9.60%		
Administrative Specialist	41,538			
Full time Excelsior Fire (Contract to City of Chanhassen for 20 hours per week)				
50% cost share	EFD Cost (\$20,769)			
19.97/hr x 40 hours per week				
103 Part Time employees				
PT Fire Inspector (May to October)	5,846		5,846	
21.65/hr x 10 hours per week	27 weeks			
106 Firefighters Salaries			189,805	
Station 1 Call Pay				
\$12.24 x 350 x 14 x 1.25 hrs	74,970	2.00%		
Station 2 Call Pay				
\$12.24 x 100 x 12 x 1.25 hrs	18,360	2.00%		
All Call Pay				
\$12.24 x 104 x 20 x 1.25 hrs	31,824	2.00%		
Station 1 Drill Pay				
\$24.48 x 50 x 22	26,928	2.00%		
Station 2 Drill Pay				
\$24.48 x 50 x 15	18,360	2.00%		
Duty Officer Pay				
\$45 per day x 365	16,425			
\$24.48 per call x 120	2,938			
107 Fire Officer's Salaries			36,544	
Assistant Chief	6,055	2.00%		
Battalion Chiefs (2)	8,717	4474 TO and 4243 CH3		
Captains (5)	13,144	2.00%		
Apparatus Coordinator	3,509	2.00%		
Asst. Apparatus Coord.	1,165	2.00%		
Coordinators (6)	3,954	2.00%		
121 PERA			29,538	
Chief	17,428			
Fire Inspector	8,994			
Administrative Specialist	3,116			
122 FICA			16,972	
Firefighters	11,768			
PT Fire Inspector	362			
Administrative Specialist	2,576			
Fire Officers (10)	2,266			
123 Medicare			6,334	
Chief	1,560			
FT Fire Inspector	805			
PT Fire Inspector	85			
Firefighters	2,752			
Fire Officers (10)	530			
Administrative Specialist	602			
131 Health Insurance			39,446	
Chief	15,927	10%		
Fire Inspector	13,559	10%		
Administrative Specialist	9,960			
133 Life Insurance			36	
Chief	12			
Fire Inspector	12			
Administrative Specialist	12			
151 Workers Compensation			25,000	

TOTAL PERSONAL SERVICES **554,154**

CATEGORY

PENSION

	Detail Item Amount		Line Item Total	Category Total
Firefighter Pension Contribution	-		-	-

Note: None required for 2016

CATEGORY									
OTHER SERVICES AND CHARGES									
			Detail Item Amount					Line Item Total	Category Total
	321 Communications							26,250	
		Telephone	16,600						
		Cell Phones	3,000						
		Pagers (4 @ 475)	1,900						
		Pager Repair	1,700						
		Internet	1,450						
		MDC Air Cards	800						
		IPAD Connectivity	800						
		<i>Note - Active 911 as a requirement - supply phones??</i>							
	322 Postage							500	
	323 Radio Units							28,500	
		Hennepin County Radio Lease	27,000						
		Hennepin County Radio Repair	500						
		MDC Maintenance	1,000						
	331 Conferences							6,000	
		Mn Fire Dept. Conference	750						
		Mn Fire Chiefs Conference	1,000						
		I Chiefs Conference							
		Fire Department Instr. Conf.	3,600						
		Emergency Mgmt Conf.	400						
		Fire Inspectors Conference	250						
	332 Mileage and Travel							200	
	333 Meeting Expenses							4,000	
	334 Training Expenses							27,500	
		Training Tower / Simulator	2,000			(Traded services for Donation)			
		EMT (4 @ 1300)	5,200						
		EMT Refresher	5,600						
		FFI	2,000			(No longer fully funded by MBFTE Funds)			
		FFII	1,200						
		Haz-Mat Ops	2,000						
		Vo-Tech Schools	1,500						
		State Sectional Schools	2,000						
		Boat Training	300						
		Bloodborne/Right To Know	100						
		Guest Speakers							
		Training Aids	600						
		Support Staff training	300						
		Fire Chief Training	300						
		Fire Inspector Training	700						
		Blue Card ICS Training	2,700						
		Training Equipment	1,000						
	350 Printing And Publishing							1,100	
		Call Sheets	425						
		Film & Developing	100						
		Stationary	350						
		Printer cartridges	225						
		Other Printing							
	360 Insurance							27,000	
	381 Electric Utilities							33,390	
	383 Gas Utilities							13,000	
	386 Water and Sewer Utilities							1,100	
	401 Building Repair							51,300	
		Annual Maintenance	19,050						
		Sprinkler Alarm Inspection / Testing (Contractor Eval)	5,300						
		Elevator Inspection	1,850						
		Building Maintenance Projects (Plan Identified)	25,100						
	404 Repair And Maintenance Of Apparatus							24,770	
		Truck Repair	14,000						
		Pump Testing	1,720						
		Service	5,500						
		Major Repairs	2,700						
		Supplies	850						

CATEGORY									
OTHER SERVICES AND CHARGES (Cont.)									
				Detail Item Amount				Line Item Total	Category Total
	405 Fire Equipment Maintenance							11,270	
	Compressor Service			1,500					
	Air			575					
	Gas Powered Equipment			500					
	SCBA Service			3,720					
	31 packs @\$120/per pack								
	Fit Testing								
	SCBA Flow Testing								
	SCBA Hydro Testing								
	SCBA Maintenance			1,000					
	Ladder Testing			2,000					
	Hose Testing			425					
	Air Monitor			750					
	Air Monitor Calibration			300					
	Maint. Agreement Fitness Room			500					
	430 Misc Expenses							1,220	
	Bank Expenses			500					
	Payroll Direct Deposit Fees			720					
	433 Dues And Subscriptions							4,434	
	Nat. Volunteer Fire Council			30					
	IAFC/INT Assoc Of Fire Chiefs			210					
	Int Assn Of Arson Investigators			50					
	NAFI			40					
	Mn Chapter IAAl			25					
	Mn State Fire Chiefs Assoc			130					
	ACFEI			130					
	MSFDA			330					
	Fire Marshals Assoc Of Mn (2)			70					
	NFPA								
	ACS Firehouse Solutions			730					
	Hennepin County Fire Chiefs			20					
	Hennepin County Fire Chiefs (FIT)			500					
	United Firefighters Assoc			30					
	Firehouse Magazine			30					
	Smoke Eater (22)			160					
	Chamber			-					
	Lake Region Mutual Aid			75					
	Southwest Mutual Aid			100					
	Metro Fire Chiefs			100					
	Fire Chiefs			74					
	Vol FF Benefit Association			350					
	Excelsior Rotary			1,250					
	439 Contingency								
	440 Fund Balance / Reserve								Unreserved fund balance return to cities
	TOTAL OTHER SERVICES AND CHARGES								261,534
	TOTAL OPERATING BUDGET								967,177
	CAPITAL OUTLAY								
	560 Furniture And Equipment								
	570 Office Equipment								
	TOTAL CAPITAL OUTLAY								
	CAPITAL TRANSFERS								
	Equipment Transfers							170,000	
	720 Facilities Transfers							549,098	
	* The Bond payment was increased from the 2015 amount of \$547,091460 to \$549,098 in 2016								
	Building Fund Transfer (Funding for Sealing the Apparatus Bay Floors)								
	Transfer for Mandatory Contribution Reserve								
	TOTAL CAPITAL TRANSFERS								719,098
	TOTAL CAPITAL								719,098
	TOTAL BUDGET AMOUNT								1,686,275
	OPERATING REVENUE								
	230-34202 Municipal Contribution							1,635,079	
	230-34203 Shared Services - City of Chanhassen							31,696	
	230-36210 Interest income							1,500	
	230-36228 Refunds and Reimbursements							12,000	
	230-39203 Fire Relief Fund Transfer							-	
	Special Events							6,000	
	TOTAL OPERATING REVENUES								1,686,275

**SALES TAX ANALYSIS
EXCELSIOR FIRE DISTRICT**

CODE	LINE ITEM	2014 COST SUBJECT TO TAX	ESTIMATED SALES TAX	ESTIMATED SALES TAX
200	Office Supplies	\$4,112	\$282.70	\$280.00
220	Repair & Maintenance Supplies	\$7,717	\$530.54	\$500.00
221	First Aid Supplies	\$6,397	\$439.79	\$400.00
241	Fire Prevention Tools	\$19,018	\$1,307.49	\$1,000.00
319	Other Professional Services - Computers	\$4,141	\$284.69	\$280.00
321	Telephone	\$27,791	\$1,910.63	\$1,900.00
381	Electric	\$32,097	\$2,206.67	\$1,410.00
383	Gas	\$15,409	\$1,059.37	\$1,000.00
401	Contracted Repairs	\$20,000	\$1,375.00	\$1,350.00
404	Machinery / Equipment	\$10,000	\$687.50	\$680.00
405	Other Maintenance	\$3,000	\$206.25	\$200.00
	Total	\$149,682	\$10,290.64	\$9,000.00

Shared Administrative Specialist Services

- a. Job Share with City of Chanhasen
- b. Administrative Specialist
 - i. Full Time Position with the Excelsior Fire District
 - ii. No Change in Hours for the Excelsior Fire District
 - 1. 20 Hours Per Week for Excelsior Fire
 - iii. Salary and Benefits thru the Excelsior Fire District
 - 1. 50% cost recovery from the City of Chanhasen
 - iv. Shared Services Agreement with the City of Chanhasen
 - v. Job Duties as defined in position description
 - vi. Job Satisfaction and Retention – Primary benefits to changing the service delivery and compensation expectations.

c. Cost Considerations – Full Time	
i. Salary	\$ 41,538
ii. Benefits	\$ 16,253
1. PERA – 3116	
2. FICA – 2576	
3. Medicare – 602	
4. Health Insurance - 9960	
iii. Work Comp / Liability	<u>\$ 5,600</u>
	\$ 63,391
TOTAL COST	\$ 63,391
Excelsior Fire	\$ 31,695.50
City of Chanhasen	\$ 31,695.50

Administrative Specialist Part time – No changes

a. Cost Considerations	
iv. Salary	\$ 20,769
v. Benefits	\$ 3,147
1. PERA – 1558	
2. FICA – 1288	
3. Medicare – 301	
4. Health Insurance - 0	
vi. Work Comp / Liability	<u>\$ 5,600</u>
	\$ 29,516
TOTAL COST	\$ 29,516

Future Staffing

- a. Consideration for Full Time Assistant Chief
 - i. Job Duties – Clear Definitions and Expectations
 - 1. Fire Inspections
 - 2. Training
 - ii. Task Impacts
 - 1. Fire Inspections
 - 2. Residential Fire Sprinklers
 - 3. Training Coordination
 - iii. Chief impacts
 - 1. Emergency Management
 - b. Cost Considerations
 - i. Salary \$ 80,000
 - ii. Benefits \$ 27,000
\$ 101,000
 - iii. Vehicle \$35,500
 - 1. Purchase another command vehicle
- TOTAL COST \$142,500**
- iv. Cost Savings
 - 1. Elimination of Paid On Call Asst. Chief
1. \$6,055
 - 2. Elimination of Paid on Call Training Battalion Chief
1. \$4,474
- \$ 10,529**

2016 Computer Cost projections

a. Computer Services –The costs included in this area include the following:		
i. Computers		
• Virus Protection		\$400
• Firehouse – multi-user maintenance		\$500
• Station 2 internet speed		\$1000
• Exchange filtering		\$900
• Office 2007		\$600
ii. Powerpoint Interactive Software	(\$2,000)	\$0
iii. Laptop Computers for Trucks		
• Maintenance of computers (3)		\$1,000
iv. Computer Replacement (3)		\$3,400
v. Monitor Replacement (3)		\$600
vi. IPAD Additions (3)		\$3,500
• Computer, Software and Mounting		
vii. Firehouse Support		\$1,300
viii. Copiers		\$2,400
• Ongoing lease for copier at Station 1 in the administrative area. This is the annual cost of a four year lease including the service and supply contract.		
ix. Computer Consultant		\$9,000
• Monthly technology/networking consulting costs		
x. Website Consultant		\$1,000
• Monthly technology/networking consulting costs		
•		
Total technology costs for 2016		\$25,600

Building Maintenance
2016 Summary
April, 2015

Station 1

TV Replacement	\$ 1,000
Concrete for station apron	\$21,000

Station 2

Bathroom countertops	\$ 3,100
----------------------	----------

Other Not Identified Projects

Signage update on County Road 19 side of building

- \$ 2,800 - EFD sign
- \$ 2,600 – SLMPD Sign



Excelsior Fire District

Proudly Serving the Communities of:

Deephaven – Excelsior – Greenwood – Shorewood – Tonka Bay

24100 Smithtown Road

Shorewood, MN. 55331

952-401-8801 Phone

952-960-1690 Fax

Aerial 11/Truck 15 Replacement information

- 1) Background – Aerial 11 is slated to be replaced after 20 years of service. Aerial 11 is currently on the CIP plan to be replaced in 2018 which will make the aerial 20 years old at time of replacement. Aerial 11 is the first run engine/aerial out of station one for most fire calls. Aerial 11 serves as a multi-use apparatus – it carries water, personnel, and has a ladder for elevated operations.

- 2) Refurbishment – A refurbishment of Aerial 11 was done in 2010. The goal of the refurbishment was to provide the necessary mechanical, structural, and operational repairs and maintenance on Aerial 11 in order to keep the truck operating effectively until its projected replacement date. The Aerial 11 refurbishment committee solicited quotes for repair/refurbishment of the Aerial truck in the last quarter of 2009 and the repairs were made in 2010. We had \$40,000 allocated for this project. Based on this information and the available financial resources, the Fire District decided to become the general contractor for this repair/refurbishment of the aerial truck. We contracted with a number of specialized providers to provide the needed repairs and maintenance of the truck. The categories were broke down as follows:
 - i. Kirvida Fire, Inc. Mechanical Repair \$20,870.00
 1. The mechanical repairs are needed to replace and repair worn or broken parts and fluids. These mechanical repairs will allow the truck to operate effectively and safely while striving to meet the current capital improvement plan.
 - ii. Dusty's Body Shop, Inc. Paint Repair \$6,297.50
 1. Paint repair is needed to stop and repair rusted areas of the truck to eliminate further damage.
 - iii. Grafix Shoppe Install new graphics \$2,175.00
 - iv. Grafix Shoppe Remove old graphics \$1,500.00
 1. The Graphic removal and new graphic installation is required in order to fix repaired paint areas and to replace scratched and damaged graphics.
 - v. Northern Safety Tech. New LED lights \$7,405.64
 1. New LED lights will be installed to be more NFPA compliant and also give better visibility passing traffic. The LED lights will also cause less draw on the alternator and will extend the new alternators life.

Total \$38,248.14

- 3) Current use of Aerial 11 – Aerial 11 is the first run engine/aerial out of station one on most fire emergencies. Aerial 11 provides fire attack (600 gallons of water), a 65 foot reach for fire and rescue operations, a 65 foot ladder for rescue of victims, a 65 foot elevated water supply (master stream), transports up to six (6) firefighters to a scene, carries ground ladders, carries multiple hose lines, carries a wide variety of fire suppression equipment, and carries basic medical supplies. Aerial 11 is also used during training to carry out training objectives and carry firefighter to and from training locations.

A) Apparatus placement a fire operations considerations

- i. Community roadways, residential and multi-family dwellings, and business occupancies all provide various challenges with access. Some areas of the fire district are more challenging than others.

- 4) Aerial 11 Description – Aerial 11 is a 1998 American LaFrance/General aerial with a 1500 gallon per minute pump, 600 gallon water tank, 10 gallon foam tank, and 6.5 kw generator. It currently has 36,415 miles on the odometer and 2446 hours on the hour meter. It has the ability to carry 6 seated firefighters inside the cab with 5 SCBA units mounted in the seated positions. It carries 500 feet of 5” supply hose, 3 - 200 foot 1/3/4” pre-connected attack hose and 1 - 200 foot 2-1/2” pre-connected hose. It carries 1 – 35 foot 3 fly ladder, 1 – 28 foot 2 fly ladder, 1 – 20 foot roof ladder, 1 - 8 foot attic ladder, and 1 – 10 foot attic ladder. The truck also carries several other miscellaneous items used for fire fighting. Ladder operations -

5) What Excelsior Fire District Needs for Effective Operations

A) Needs

- i. An aerial device with an elevated ladder – up to 78 feet
ii. Single axle truck for maneuverability thru our roads for most fire calls
iii. Minimum 300 gallon water tank (prefer 500 gallons)
iv. Minimum 10 gallon foam tank
v. Minimum 1500 gpm pump to assure water flow
vi. Adequate cabinets for fire suppression and emergency equipment
vii. Adequate storage for hose (hand lines and large diameter).

6) Repair items of concern and expense for Aerial 11

- A) The manufacturer of Aerial 11, American LaFrance, is no longer in business and parts are becoming hard to find.
B) Aerial 11’s chassis and motor are not current production and parts are becoming more difficult to locate.

7) Corrections needed to be made to make A-11 NFPA compliant – The current Aerial 11 was built to be NFPA compliant in 1998; however, many new standards have been added. Listed below are a few of the larger items.

- A) Install slow close valve on discharges over 3”.
B) Install intake relief on pump
C) Wiring and lighting upgrade
D) Current truck does not have rollover protection

8) Options for Replacement - Aerial 11 has several options for replacement. These options include the following:

- a. Do not replace

- a. Keep running this apparatus until it is no longer serviceable.
- b. Use Mutual Aid and do not ever replace
 - i. Mutual Aid ladders are bigger in most cases and may not be able to get to all areas of our service area.
- c. I do not see this as the proper direction, but it is an option.

b. Refurbish / Remount

- a. You could take the existing ladder device and remount it on a new chassis. This is not a preferable option mainly due to changes in safety and operations of the ladder device itself. However, we have spoken with a vendor to get an estimate of these costs to perform this option. These costs are very approximate. They are as follows:
 - i. Aerial device \$ 200,000
 - 1. Labor to take off and remount
 - ii. New Chassis \$ 300,000
 - iii. New Pump \$ 85,000
 - 1. Including the labor to take off and remount
 - iv. Total Estimate \$ 585,000
- b. If this is something the Board wanted to pursue further, I would ask a vendor or two to come out and provide a detail estimate.

c. Purchase a used apparatus

- a. Used apparatus exist in the fire apparatus trade journals, however, most are as old or older that our current aerial device.

d. Purchase a Demo unit

- a. Various manufacturers produce demo units every year. It is possible to purchase a demo unit. When you purchase a demo unit it may fit most of our specification but not all. When you purchase a demo unit you generally have to be ready to purchase at that time. Demo units are generally not kept by a manufacturer for more than a year.
 - i. Costs to a demo unit are variable. An example is Toyne, Inc. has a current demo that is a 75 foot single axel Aerial that is approximately \$700,000.

e. Purchase a new unit

- a. Purchasing a new unit would likely be done thru a service called the Houston-Galveston Purchasing Cooperative (HGAC). This purchasing cooperative has been used by many other fire department in Minnesota and meets all Minnesota bid requirements. The advantage to using this system is that we do not have to create our own specifications. We are able to purchase off of the already specified purchasing agreement. Current pricing is good thru 2015. The HGAC pricing is good for three years and will be bid again in 2016.

Examples of costs for 2014/5 include:

i. Rosenbauer 78' single axle rear mount steel ladder	\$ 606,042
ii. Crimson 75' single axle rear mount steel ladder	\$ 633,118
iii. E-One 78' single axle rear mount aluminum ladder	\$ 609,548
iv. KME 79' single axle rear mount steel ladder	\$ 576,004
v. Marion 75' single axle rear mount steel ladder	\$ 671,045
vi. Pierce 75' single axle rear mount aluminum ladder	\$ 610,000
vii. Seagrave 75' single axle rear mount steel ladder	\$ 707,849
viii. Sutphen 75' mid mount aluminum ladder	\$ 637,176

9) Sale of current Aerial 11

- A) The longer we keep our equipment, the less our sale or trade is worth, the more the repairs and maintenance will be, and the cost of the new apparatus will increase. Our sale value or trade value is estimated to be approximately \$80,000 if done in 2018 or sooner.

10) Other considerations

- A) Current A-11 doesn't meet emission standards.
- B) Truck will be 20 years old and much more unreliable. Time is of the essence in emergencies and no room for mechanical failure.
- C) New A-11- platform for safer ladder operations
- D) New A-11 would be 100% NFPA compliant making it much safer for the firefighters.
- E) To give full credit ISO requires the Excelsior Fire District to have an aerial device. We currently have a ISO rating of 4 where there is hydrants and a 5 where there is not hydrants.
- F) CIP Planning – It is important to remember that the CIP planning is a system/ process that include many components that are interchanged. In the past, the Excelsior Fire District was strapped with old and obsolete apparatus and financial difficulties to replace them in part because of inadequate planning.

**Excelsior Fire District
(FIRST DRAFT) Proposed Budget 2016**

Allocation by City using Joint Powers Agreement funding formula for 2016

\$915,981 Operating
\$719,098 Building

	Tax Capacity Payable 2015		Sum of all Factors		Cities' Calculated Share of Cost		
	Dollars	Percent	Per JPA	Percent	Operations	Facilities	Total
Deephaven	\$11,630,430	28.52%	28.52%		\$261,195	\$205,053	\$466,247
Excelsior	\$4,677,689	11.47%	11.47%		\$105,051	\$82,471	\$187,522
Greenwood	\$3,288,761	8.06%	8.06%		\$73,859	\$57,983	\$131,842
Shorewood**	\$15,349,359	37.63%	37.63%		\$344,714	\$270,620	\$615,334
Tonka Bay	\$5,840,418	14.32%	14.32%		\$131,163	\$102,971	\$234,134
	<u>\$40,786,657</u>	<u>100%</u>	<u>100.00%</u>		<u>\$915,981</u>	<u>\$719,098</u>	<u>\$1,635,079</u>

(Using 2015 Hennepin County Assessors' valuations as of March 4, 2015)
xx -- Total 2015 Tax Capacity less reduction for The Islands served by the Mound FD.

Quarterly Billings

	Quarterly Billings		Total
	Operations	Buildings	
Deephaven	\$ 65,298.64	\$ 51,263.20	\$ 116,561.84
Excelsior	\$ 26,262.72	\$ 20,617.75	\$ 46,880.47
Greenwood	\$ 18,464.63	\$ 14,495.80	\$ 32,960.44
Shorewood**	\$ 86,178.44	\$ 67,655.05	\$ 153,833.49
Tonka Bay	\$ 32,790.82	\$ 25,742.69	\$ 58,533.51
			\$ 408,769.75

2016
First Draft Proposed Budget
Contribution with 2016 JPA Formula
Summary of Percentage Increase by City

2016 Formula									
2015 Operating Budget and \$175,000 Capital Transfer									
City	2014 Contribution	2015 Contribution	Increase	% Increase from 2014	2016 Proposed	Increase	% Increase from 2015		
Deephaven	\$ 433,492.00	\$ 443,603.00	\$ 10,111.00	2.33%	\$ 466,247.00	\$ 22,644.00	5.10%		
Excelsior	\$ 166,924.00	\$ 175,642.00	\$ 8,718.00	5.22%	\$ 187,522.00	\$ 11,880.00	6.76%		
Greenwood	\$ 130,888.00	\$ 126,352.00	\$ (4,536.00)	-3.47%	\$ 131,842.00	\$ 5,490.00	4.35%		
Shorewood	\$ 603,638.00	\$ 613,471.00	\$ 9,833.00	1.63%	\$ 615,334.00	\$ 1,863.00	0.30%		
Tonka Bay	\$ 233,566.00	\$ 231,704.00	\$ (1,862.00)	-0.80%	\$ 234,134.00	\$ 2,430.00	1.05%		
Total Contribution	\$ 1,568,508.00	\$ 1,590,772.00	\$ 22,264.00	1.42%	\$ 1,635,079.00	\$ 44,307.00	2.79%		
Tax Capacity Information									
City	2014 Values	2015 Values	\$ Change	% Change from 2014					
Deephaven	\$10,338,938	\$11,630,430	\$1,291,492	12.49%					
Excelsior	\$4,093,637	\$4,677,689	\$584,052	14.27%					
Greenwood	\$2,944,848	\$3,288,761	\$343,913	11.68%					
Shorewood	\$14,298,012	\$15,349,359	\$1,051,347	7.35%					
Tonka Bay	\$5,400,256	\$5,840,418	\$440,162	8.15%					
Totals	\$37,075,691	\$40,786,657	\$3,710,966	10.01%					
City	2012 Values	2013 Values	\$ Change	% Change from 2012					
Deephaven	\$10,838,330	\$10,373,559	(\$464,771)	-4.29%					
Excelsior	\$4,111,332	\$3,994,527	(\$116,805)	-2.84%					
Greenwood	\$3,219,849	\$3,132,192	(\$87,657)	-2.72%					
Shorewood	\$15,943,687	\$14,445,211	(\$1,498,476)	-9.40%					
Tonka Bay	\$6,031,328	\$5,589,291	(\$442,037)	-7.33%					
Totals	\$40,144,526	\$37,534,780	(\$2,609,746)	-6.50%					

**Excelsior Fire District
2016 - 2036
Building Projects Improvement Program**

March, 2015

Facility Items	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	
Maintenance Items - Station 1																								
Roof Repairs	\$ 5,400										\$ 2,000					\$ 2,000			\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	
Landscaping	\$ 7,000					\$ 2,000															\$ 2,000			
Painting	\$ 4,240	\$ 3,505					\$ 2,500					\$ 2,500					\$ 2,500						\$ 2,500	
TV replacement	\$ 1,500	\$ 1,000	\$ 1,000									\$ 1,500	\$ 1,500	\$ 1,500									\$ 4,000	
Caulking outside	\$ 1,500							\$ 2,000								\$ 3,000								
Floor Sealing in Bays		\$ 22,000															\$ 15,000							
Concrete for station apron			\$ 21,000										\$ 8,000	\$ 8,000										
Seal Coating in parking lots				\$ 4,000					\$ 4,500						\$ 5,000							\$ 5,500		
UPS Replacement				\$ 8,375					\$ 9,020				\$ 9,720					\$ 10,500						
Carpet Replacement					\$ 8,908	\$ 8,908	\$ 8,908	\$ 8,908														\$ 9,000	\$ 9,000	\$ 9,000
Office Furniture - offices																								
Office furniture - conference rooms																								
Office furniture - training room / EOC																								
Appliances (Kitchen and Wash Room)				\$ 1,500	\$ 5,000								\$ 2,000											
Radiant Heaters in Garage									\$ 14,700	\$ 14,700	\$ 14,700	\$ 14,700											\$ 4,500	\$ 4,500
Fitness Equipment				\$ 3,500			\$ 3,500					\$ 3,500					\$ 4,000							
Generator																								
Station 1 Expenses	\$ 19,640	\$ 26,505	\$ 22,000	\$ 17,375	\$ 13,908	\$ 10,908	\$ 14,908	\$ 24,428	\$ 14,700	\$ 14,700	\$ 16,700	\$ 22,200	\$ 21,220	\$ 9,500	\$ 8,000	\$ 2,000	\$ 21,500	\$ 10,500	\$ 10,000	\$ 10,000	\$ 26,500	\$ 30,000	\$ 23,500	
Maintenance Items - Station 2																								
Roof Repairs																			\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	
Landscaping	\$ 2,000																					\$ 2,000	\$ 2,000	
Painting	\$ 2,000						\$ 2,000				\$ 2,000						\$ 2,000					\$ 1,500	\$ 1,500	
TV replacement		\$ 1,000									\$ 1,500													
Caulking outside																								
Floor Sealing in Bays		\$ 11,000															\$ 10,000							
Seal Coating in parking lots				\$ 2,000					\$ 2,000					\$ 2,000					\$ 2,000					
Carpet Replacement				\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000														\$ 3,000	\$ 3,000	\$ 3,000	
Office Furniture - offices																								
Office furniture - conference rooms																								
Appliances (Kitchen and Wash Room)						\$ 5,500										\$ 1,500								
Radiant Heaters in Garage									\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000												
Fitness Equipment					\$ 1,500										\$ 1,500									
Generator																								
Bathroom countertops			\$ 3,100																				\$ 4,000	
Station 2 Expenses	\$ 4,000	\$ 12,000	\$ 3,100	\$ 5,000	\$ 4,500	\$ 8,500	\$ 5,000	\$ -	\$ 5,000	\$ 3,000	\$ 3,000	\$ 6,500	\$ -	\$ 2,000	\$ 1,500	\$ 1,500	\$ 12,000	\$ 4,000	\$ 7,000	\$ 5,000	\$ 8,000	\$ 11,500	\$ 11,500	
Total Building Expenses	23,640	38,505	25,100	22,375	18,408	19,408	19,908	24,428	19,700	17,700	19,700	28,700	21,220	11,500	9,500	3,500	33,500	14,500	17,000	15,000	34,500	41,500	35,000	

Notes:

1. Need to consider any future remodeling issues at stations if changes occur in staffing models at EFD
2. Need to consider any future expansion at station 2 for storage and safe operations.

**Excelsior Fire District
2016 - 2036
Capital Improvement Program**

DRAFT CIP Budget February, 2015

Equipment Item	Date Acquired	Original Cost	Life Bench mark	Proj Repl Date	Proj Equip Costs	Proj Finance Costs	Proj Apparatus Costs	Total Cost of Apparatus	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036					
Beginning Apparatus/Equip Balance									81,095	136,528	172,240	218,847	187,887	269,200	194,139	195,577	73,043	2,059	4,892	25,782	17,090	123,724	197,008	332,966	396,107	373,885	252,719	182,111	45,503	45,503	(63,980)					
APPARATUS																																				
#28 - New Chief Vehicle	2016		12 yrs	2028	11000	0	28500	39500			39,500																									
#23 - Command Utility Vehicle	2008	31,805	12 yrs	2019	10500	0	32000	42500												42,500																
#25 - Inspector Vehicle	2010	32,500	12 yrs	2022	10500	0	30000	40500						40,500									41,500										43,500			
#26 - Duty Vehicle	2013	37,744	12 yrs	2025	11000	0	30500	41500																												
#21 - Rescue/Utility 21	2005	40,000	15 yrs	2025	4000	0	44000	48000																												
#16 - Rescue 12 - Excursion	2002	37,500	15 yrs	2023	3500	0	42000	45500																												
#17 - Utility 11 - P/U Truck	2002	37,500	17 yrs	2021	0	0	42000	42000																												
#24 - Heavy Rescue/Rescue 11	2009	284,688	20 yrs	2029	25000	60185	430000	515185																												
#27 - Engine 22	2013	425,000	20 yrs	2033	35000	95000	480000	610000	87,337	87,337	87,337	87,337												103,037	103,037	103,037	103,037	103,037								
#15 - Aerial 11	1998	421,000	20 yrs	2018	35000	97225	730000	862225					172,445	172,445	172,445	172,445	172,445																			
#18 - Engine 11	2002	327,000	21 yrs	2023	30000	63540	450000	543540																												
#22 - Engine 21	2007	309,000	21 yrs	2028	35000	68125	480000	583125																												
#19 - Tanker 11	2002	181,000	25 yrs	2027	25000	32410	220000	277410																												
Tank for Rescue 21	2008	5,000		2025	5000	0	0	5000																												
Hazmat / LSU Trailer	2004	40,000	15 yrs	2019	20000	0	10000	30000						25,000																						
ATV - John Deere Gator - Utility 21	2014	17,663	15 yrs	2029	0	0	20000	20000																												
Boat 11		27,000		2017	4000	0	94000	98000				98,000																								
Boat 12		8,000		2024	0	0	0	15000																												
Boat 21	2007	31,380	15 yrs	2023																																
Boat Trailer - #11		5,000		2017	0	0	5000	5000																												
Boat Trailer - #12		2,000		2024	0	0	0	1500																												
Boat Trailer - #21	2008	2,860	15 yrs	2023																																
ATV - Mule - Utility 12	2006	12,000	15 yrs	2021	0	0	17000	17000																												
ATV - Mule Trailer	2006	1,700	15 yrs	2021	0	0	2000	2000																												
Capital Truck Maint			Ongoing					0																												
Equipment Lease Costs						5% calc																														
Total Apparatus Expenses									87,337	87,337	126,837	190,337	172,445	237,945	172,445	233,445	213,945	154,208	125,208	204,208	108,708	164,190	96,982	178,519	275,144	317,644	264,662	341,662	282,125	122,000	122,000					
EQUIPMENT																																				
Air Pack (SCBA) Replacement	2011	166,000	10 yrs	2021	166000	16600	0	182600	34,682	34,682																										
Extrication Tool (Station #2)	2007	28,000	15 yrs	2021				30000																												
Extrication Tool (Station #1)	2009	29,239	15 yrs	2023				32000																												
Defibrillators (5)		8,000						50000																												
Miscellaneous Equip. (TIC)								45000		15,000		15,000																								
Training Equipment								10000																												
Total Equipment Expenses									34,682	49,682	-	15,000	-	-	73,000	38,000	43,000	80,000	38,000	10,000	10,000	-	20,000	-	40,000	40,000	45,000	5,000	60,000	50,000	-					
Total Expenses									122,019	137,019	126,837	205,337	172,445	257,945	172,445	306,445	251,945	197,208	205,208	242,208	118,708	174,190	96,982	198,519	275,144	357,644	304,662	386,662	342,125	172,000	122,000					
REVENUES																																				
Interest Income									952	2,731	3,445	4,377	3,758	5,384	3,883	3,912	1,461	41	98	516	342	2,474	3,940	6,659	7,922	7,478	5,054	5,054	3,642	3,642	910					
Sale of Used Equipment									1,500	-			80,000	7,500		5,000	4,500	25,000	1,000	8,000																
Donations / Transfers																																				
Equipment Lease Proceeds																																				
Cities Contribution									175,000	170,000	170,000	170,000	170,000	170,000	170,000	175,000	175,000	175,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000
Total Revenues									177,452	172,731	173,445	174,377	253,758	182,884	173,883	183,912	180,961	200,041	226,098	233,516	225,342	247,474	232,940	261,659	252,922	236,478	234,054	250,054	232,642	228,642	225,910					
Year End Apparatus/Equip Balance									136,528	172,240	218,847	187,887	269,200	194,139	195,577	73,043	2,059	4,892	25,782	17,090	123,724	197,008	332,966	396,107	373,885	252,719	182,111	45,503	(63,980)	102,145	39,931					

Notes:

- Interest Income estimated at 2.0% to FY 2036.
- Equipment Inflation is estimated to be approximately 5% per year.
- Financing estimated at 5% interest rate
- Boat 11 obtained on loan from DNR - boat needs to be returned to DNR upon new purchase. No revenue for sale.
- Hazmat / LSU Trailer - trailer originally obtained thru grant from Hennepin County Emergency Management (Homeland Security funds). Sale of trailer will involve Hennepin County and Grant requirements.
- Current Changes to the CIP Plan
 - Keep vehicle #23 as utility vehicle and add three years of life to each command vehicle
 - Removed Snomobile from fleet
 - Removed Buildings from the plan and placed building improvement area in a separate plan
 - Updated plan colors and categories for streamlined reading
 - Updated the Sale of used equipment