

**TAYLORS FALLS CITY COUNCIL MEETING  
COUNCIL CHAMBERS  
TUESDAY, NOVEMBER 12, 2013 – 7:00 P.M.**

**MINUTES**

The Agenda for this Meeting was posted Wednesday, November 6, 2013 at City Hall, the Post Office and on the City's Web Site. Copies were e-mailed to residents requesting such, and the Press was notified.

The Taylors Falls City Council met for a regular meeting on Tuesday, November 12, 2013 (Monday, November 11<sup>th</sup> was Veteran's Day) at 7:00 p.m. in Council Chambers at City Hall, 637 First Street, Taylors Falls, Minnesota.

**CALL TO ORDER**

The Meeting was called to order at 7:00 p.m. by Vice-Mayor Ross Rivard

**PLEDGE OF ALLEGIANCE**

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

**ROLL CALL**

MEMBERS PRESENT: Ross Rivard, Larry Julik-Heine, Mary Jo Murphy

MEMBERS ABSENT: Mike Buchite, John Tangen

OTHERS PRESENT: Jo Everson, Clerk-Treasurer, and Paul Ringnell from the Chisago County Press

**ADOPTION OF AGENDA**

The Agenda was amended to include under New Business: **Consider Request to Close Section of River Street by Knights of Columbus, St. Joseph's Catholic Church.**

MOTION BY MURPHY/JULIK-HEINE TO APPROVE THE AGENDA, AS AMENDED, FOR THE NOVEMBER 12, 2013 TAYLORS FALLS CITY COUNCIL MEETING. MOTION CARRIED UNANIMOUSLY.

**ADOPTION OF CONSENT AGENDA**

MOTION BY JULIK-HEINE/MURPHY TO APPROVE/ACCEPT THE FOLLOWING CONSENT AGENDA ITEMS: MINUTES OF CITY COUNCIL MEETING HELD ON OCTOBER 9, 2013; STAFF REPORTS; COMMISSION/BOARD OR COMMITTEE MINUTES/REPORTS; CONSIDER REPAYMENT AGREEMENT WITH CHISAGO COUNTY; CONSIDER 2013 FIRE SERVICE CONTRACT WITH SHAFER TOWNSHIP; CONSIDER AUTHORIZATION TO APPLY FOR FEMA GRANT; CONSIDER APPROVING AUDIT ENGAGEMENT LETTER WITH ABDO, EICK & MEYERS; APPROVAL OF CLAIMS & PAYROLL; AND CORRESPONDENCE. MOTION CARRIED UNANIMOUSLY.

**PUBLIC FORUM**

None.

**STAFF REPORTS & REQUESTS**

**ADMINISTRATIVE DEPARTMENT**

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

**PLANNING & ZONING DEPARTMENT**

THE CITY COUNCIL ACCEPTED BY CONSENT AGENDA THE OCTOBER 2013 PLANNING & ZONING DEPARTMENT REPORT PRESENTED BY COORDINATOR-ZONING ADMINISTRATOR ADAM BERKLUND.

**FIRE DEPARTMENT**

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

**PUBLIC WORKS DEPARTMENT**

THE CITY COUNCIL ACCEPTED BY CONSENT AGENDA PUBLIC WORKS SUPERINTENDENT MIKE KRIZ'S OCTOBER 2013 PUBLIC WORKS REPORT.

**CITY ATTORNEY**

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

**COMMISSION, BOARD OR COMMITTEE MINUTES/REPORTS**

**LIBRARY BOARD**

THE CITY COUNCIL ACCPETED BY CONSENT AGENDA THE MINUTES OF THE TAYLORS FALLS PUBLIC LIBRARY BOARD MEETING HELD ON OCTOBER 30, 2013.

**UNFINISHED BUSINESS**

None.

**NEW BUSINESS**

**CONSIDER PARTNERSHIP WITH FRANCONIA SCULPTURE PARK**

The Franconia Sculpture Park is in the process of applying for an Arts and Cultural Heritage Grant through the East Central Regional Arts Council. John Hock, Artistic Director/CEO of the Park explained in his e-mail that the funding opportunity is through the East Central Regional Arts Council's (ECRAC) Arts & Cultural Heritage Fund grant program. If awarded, they would propose a Community Bench Project that would be collaboratively built during spring/summer 2014 with youth from the Taylors Falls area, artists and staff from Franconia Sculpture Park, and community members. The exact location of the bench has not yet been determined, but it would likely be placed in a site with easy public access and in close proximity to a walkable trail.

Once completed, Taylors Falls will be included in a valley-wide Art Bench Trail, a project spearheaded by the Phipps and the St. Croix Valley Foundation. With ten collaboratively created benches throughout the valley, the goal of the Art Bench Trail is to connect the river communities and increase cultural tourism in the region.

The grant applicants may request up to \$15,000 for arts projects. Franconia Sculpture Park will be writing and managing the grant, but are requesting that the City act as the fiscal agent for the grant. The Council was supportive of the project, however, expressed concern as to where the bench will be placed. They agreed the City should have final approval of its location.

MOTION BY JULIK-HEINE/MURPHY TO APPROVE THE REQUEST FROM FRANCONIA SCULPTURE PARK FOR THE CITY TO SERVE AS THE FISCAL AGENT FOR AN ARTS AND CULTURAL HERITAGE GRANT WHICH THEY WILL SUBMIT FOR A COMMUNITY BENCH PROJECT, WITH THE CONDITION THAT THE CITY COUNCIL RETAIN FINAL APPROVAL OF THE LOCATION OF THE BENCH IN TAYLORS FALLS.

IT WAS FURTHER MOVED TO AUTHORIZE THE SIGNATURES OF MAYOR MIKE BUCHITE AND CLERK JO EVERSON ON THE FISCAL AGENT AGREEMENT FORM.

MOTION CARRIED UNANIMOUSLY.

**CONSIDER WINE AND STRONG BEER LICENSE FOR SCHOONY'S**

In October the Council approved a on-sale 3.2 Beer License for Schoony's, except he preferred to have a license to serve strong beer. In order to do this he must have a wine license and an 3.2 beer license. The City and the State must approve this license.

MOTION BY JULIK-HEINE/MURPHY TO APPROVE THE ISSUANCE OF AN ON-SALE WINE AND STRONG BEER LICENSE TO SCHOONY'S MALT SHOP & PIZZARIA, LOCATED AT 384 BENCH STREET IN TAYLORS FALLS, FOR THE LICENSING YEAR OF NOVEMBER 13, 2013 THROUGH DECEMBER 31, 2013. MOTION CARRIED UNANIMOUSLY.

**CONSIDER REPAYMENT AGREEMENT WITH CHISAGO COUNTY**

The Chisago County HRA/EDA has agreed to help finance the final improvements to the commercial lot the City owns on the north end of town (sidewalk, street lights and final costs of demolition of the former MnDOT building). The Council reviewed a repayment agreement and subsequent mortgage on the property as proposed by Chisago County. The loan is for \$20,000.00 and terms are 0% interest until December 3, 2020, or payable at the sale of the property. These are the same terms as the first loan the City received which helped finance the construction of the MnDOT garage stall and shed on the City Hall complex property. Once approved by both the City and the County it will be recorded against the property.

THE CITY COUNCIL APPROVED BY CONSENT AGENDA THE REPAYMENT AGREEMENT BY AND BETWEEN THE CITY OF TAYLORS FALLS AND THE CHISAGO COUNTY HRA/EDA, FOR THE \$20,000.00 LOAN TO FINANCE THE FINAL IMPROVEMENTS TO THE REDEVELOPMENT PROPERTY AT 680 CHISAGO STREET AT THE NORTH END OF TAYLORS FALLS. (on file)

IT WAS FURTHER MOVED TO APPROVE THE MORTGAGE DOCUMENT AS SUBMITTED BY THE CHISAGO COUNTY HRA/EDA FOR SAID \$20,000.00 LOAN.

**CONSIDER RESOLUTION 13-11-01 APPROVING PAYMENT OF CERTAIN INVOICES**

THE CITY COUNCIL ADOPTED BY CONSENT AGENDA RESOLUTION 13-11-01 APPROVING PAYMENT OF CERTAIN INVOICES AS THEY ARE RECEIVED. (attached)

**CONSIDER 2013 FIRE SERVICE CONTRACT WITH SHAFER TOWNSHIP**

THE CITY COUNCIL APPROVED BY CONSENT AGENDA THE 2013 CONTRACT FOR FIRE SERVICE BY AND BETWEEN THE CITY OF TAYLORS FALLS AND SHAFER TOWNSHIP. (attached)

**CONSIDER AUTHORIZING APPLICATION FOR FEMA ASSISTANCE TO FIREFIGHTERS GRANT**

The Fire Department historically has applied for the FEMA Assistance to Firefighters Grant, and has been awarded monies on several occasions. The 2014 Grant, if awarded, will be used to purchase twenty-five full sets of turnout gear that include: jackets, pants, helmet with shield, boots, gloves, and hoods. The estimated cost per set is \$2,335.95 (in 2011), making the total Grant request \$58,398.95. (totals may change when updated costs are obtained)

The grant requires matching contributions that are calculated using the City's population and amount of Grant request (and award). The City's match would be estimated at 5%, with an approximate \$2,919.94 match requirement. The Grant application is due December 6<sup>th</sup>; therefore Council must approve the completed Grant Application at its second meeting in November.

THE CITY COUNCIL AUTHORIZED BY CONSENT AGENDA COORDINATOR-ZONING ADMINISTRATOR ADAM BERKLUND AND THE TAYLORS FALLS FIRE DEPARTMENT TO PURSUE THE FEMA ASSISTANCE TO FIREFIGHTERS GRANT.

**CONSIDER APPROVING AUDIT ENGAGEMENT LETTER WITH ABDO, EICK & MEYERS**

THE CITY COUNCIL APPROVED BY CONSENT AGENDA THE ENGAGEMENT LETTER WITH ABDO EICK AND MEYER FOR THE CITY'S 2013 FINANCIAL AUDIT. (on file)

**CONSIDER REQUEST TO CLOSE PORTION OF RIVER STREET**

Council Member Larry Julik-Heine presented a request from the Knights of Columbus members of St. Joseph Church, to close a portion of River Street in order to host a live music event during the City's 2013 Lighting Festival weekend. The Dave Sampica 3 Band will perform from 3:00 pm to 8 pm., and will play a variety of music, including Christmas music. Council Members agreed that this would be a great addition to the festivities of the weekend.

MOTION BY MURPHY/JULIK-HEINE TO AUTHORIZE THE CLOSURE OF RIVER STREET FROM HIGHWAY 95 EAST TO JUST PAST THE PARSONAGE FOR THE KNIGHTS OF COLUMBUS LIVE MUSIC EVENT AS PART OF THE 2013 LIGHTING FESTIVAL FESTIVITIES. THE CLOSURE WILL OCCUR 3:00 PM TO 8:00 PM ON FRIDAY, NOVEMBER 29<sup>TH</sup>. The Public Works Department is to provide the barricades.

**APPROVAL OF CLAIMS & PAYROLL**

THE CITY COUNCIL APPROVED BY CONSENT AGENDA THE PAYMENT OF CHECK NUMBERS 25454 – 25484 TOTTALLING \$56,052.57 IN EXPENDITURES, AND CHECK NUMBERS 6378 - 6388 TOTTALLING \$11,123.37 FOR OCTOBER 2013 PAYROLL.

**LIAISON OR COUNCIL MEMBER REPORTS**

**Mary Murphy** reported that two of the signs for the River Walk Trail are ready to be installed. Due to the lateness of the season, it may be necessary to postpone their installation until spring.

**Ross Rivard** reported that the Planning Commission has completed review of Chapter 1 of the Zoning Ordinance. Because they still need to review Chapters 2 and 3, they may recommend to proceed with a public hearing than wait for the other two chapters.

**Larry Julik-Heine** reported that the sewer lining project has been completed. Repairs to the snow plow blade were necessary and should be back in the garage soon.

**CORRESPONDENCE**

THE CITY COUNCIL ACKNOWLEDGED BY CONSENT AGENDA THE FOLLOWING CORRESPONDENCE PROVIDED IN THE NOVEMBER 12, 2013 CITY COUNCIL MEETING PACKET:

1. CORRESPONDENCE FROM WILD RIVER SNOWMOBILE CLUB, RE: USE OF CITY LAND
2. NOTICE FROM MINNESOTA REVENUE, RE: BOR TRAINING PROOF OF COMPLIANCE
3. CORRESPONDENCE FROM MINNESOTA RURAL WATER, RE: MEMBERSHIP CERTIFICATE
4. STAFF CORRESPONDENCE & EMAIL'S

**ADJOURNMENT**

MOTION BY MURPHY/JULIK-HEINE TO ADJOURN THE MEETING OF THE TAYLORS FALLS CITY COUNCIL HELD THIS NOVEMBER 12, 2013. MOTION CARRIED UNANIMOUSLY.

Being no further business to come before the Council, the Meeting adjourned at 7:15 p.m.

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Ross Rivard, Vice-Mayor

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Jo Everson, Clerk-Treasurer

**APPROVED:** DECEMBER 9, 2013

**RESOLUTION 13-10-01**

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

**A RESOLUTION AUTHORIZING THE SALE OF A TAX FORFEIT PROPERTY**

WHEREAS the Taylors Falls City Council was notified by Dennis J. Freed, Chisago County Auditor of a non-conservation parcel in the City of Taylors Falls that has been forfeited to the State of Minnesota for non-payment of property taxes; and

WHEREAS under Minnesota Statute 282.01, the City must approve the parcel for public auction or auction to adjacent landowners or acquire the property to be used for public purposes; and

WHEREAS the parcel in question is surrounded by wetlands, and access to the parcel would be difficult due to the wetlands, therefore the property would have little value to anyone other than the adjoining property owner.

SO THEREFORE BE IT RESOLVED by the Taylors Falls City Council that it hereby designates parcel R20.00437.00 as unbuildable, and authorizes the sale of said tax forfeited property to the adjoining property owner identified as John Gustafson.

BE IT FURTHER RESOLVED that any proceeds received from said sale shall be deposited in the Park Fund (403) to be used to pay for improvements to the Park system within the City of Taylors Falls.

Adopted by the City Council on October 14, 2013

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Michael D. Buchite, Mayor

ATTEST:

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Jo Everson, Clerk-Treasurer

**2013  
CONTRACT FOR FIRE SERVICE**

**THIS CONTRACT FOR FIRE SERVICE** made and entered into on \_\_\_\_\_, 2013 by and between:

**CITY OF TAYLORS FALLS**, County of Chisago, State of Minnesota, a municipal corporation, hereinafter referred to as the "City",

and

**SHAFER TOWNSHIP**, County of Chisago, State of Minnesota, a municipal corporation, hereinafter referred to as the "Town".

**WITNESSETH:**

**WHEREAS**, the Town Board of Shafer Township is authorized to provide fire protection and the Town Board is desirous of having fire protection service furnished by the City of Taylors Falls Fire Department; and

**WHEREAS**, the City has the facilities and equipment and has authorized its Fire Department to provide said fire protection and service to the Town; and

**WHEREAS**, the Federal Communications Commission has mandated that all radios used by the Fire Department must be upgraded to a new 800mHz region-wide public safety radio communications system; and

**WHEREAS**, the City did enter into a Communications System Subscriber Agreement with Chisago County, which defines the use, maintenance, repair, and administrative and operational support for all radios in Chisago County; and

**WHEREAS**, the parties to this Contract have met and agreed that it is only prudent that a portion of these costs be paid by the Township, in addition to the fire protection services, which have historically included past and present planning for capital expenditures for equipment and training; and

**WHEREAS**, it is agreed by the parties that such an agreement should require a contract, which shall run for one (1) year;

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants of the parties hereto, it is agreed as follows:

- 1) In accordance with the other terms and provisions herein, the City shall provide fire protection service in that portion of the Town described as follows:

Sections 1 (approximately one-quarter section), 2 (approximately three-quarter section), 10, 11, 12, 7 (approximately 18 acres), 13 (the west half), 14, 15, 22, 23, 26 (excluding properties within the City), 27 (the east half, excluding properties within the City), 34 (the east half, excluding properties

within the City), and 35 (excluding properties within the City. The area is outlined on the map marked Exhibit A, a copy of which is attached hereto and incorporated herein by reference. The sections listed above constitute approximately 10½ sections of land.

- 2) The Fire Department of the City will answer any and all fire calls to the Town and will respond to such calls with suitable fire fighting apparatus and equipment, consisting of at least a pumper truck, staffed by the necessary number of members of the City's Fire Department, who will render all assistance possible in the saving of life and property.

**PROVIDED, HOWEVER,** that the failure to furnish the service herein agreed upon, because of bad weather, road conditions, or the unavailability of such apparatus, equipment, or fire personnel because they are responding to other fires, shall not be taken as a breach of this Contract. The decision of the Chief of the Fire Department, or other Fire Department officers in charge, shall be final in such matters.

**PROVIDED, FURTHER,** the City shall not be liable to the Town for loss or damage of any kind whatsoever resulting from any failure to prevent, control or extinguish any fire, whether such loss or damage is caused by the negligence of the officers, agents, or employees of the City or its Fire Department.

**PROVIDED, FURTHER,** the City shall make no claim against said Town on account of damage to the property of said City while in their fire service of said Town, and will carry liability insurance protecting itself against damage claims of its fire personnel for personal injuries sustained while in the service of said Town, and further will carry liability insurance insuring the City and the Town for negligent acts of the fire fighters while in the scope of firefighting service to said City and Town.

**PROVIDED, FURTHER,** that the City shall not handle hazardous waste or fight fires which contain hazardous or toxic substances for which the City's volunteer fire department is not equipped or trained to handle.

- 3) Fire protection shall be provided for one (1) year, commencing on January 1, 2013.
- 4) Fire protection service shall be furnished by the City for the year 2013 for the consideration of thirteen thousand two hundred twelve and eighteen cents (\$13,212.18)
- 5) Costs allocated to the Town for a portion of the subscriber fees charged to the City by Chisago County shall be five thousand one hundred fifty-nine dollars and ninety-one cents (\$5,159.91) for 2012 and four thousand six hundred and twenty dollars (\$4,620.00) in 2013;
- 6) Annual Fees are subject to increases/decreases equal to the subscriber fees rates charged by Chisago County.
- 7) The fees shall be payable in two equal installments on the fifteenth day of June and December of the year.

- 8) Whenever feasible, fees should be negotiated prior to December 31<sup>st</sup> for the next calendar year.
- 9) Either party, upon one (1) calendar year advance written notice to the other party, may cancel this Contract and a copy of this notice shall be transmitted to the Minnesota State Insurance Commissioner; upon expiration of such year, the rights and liabilities hereunder shall cease and this Contract shall be deemed terminated. In the event of cancellation by either party hereto, it is understood and agreed that pre-paid installments of fire service will be prorated on the basis of the ratio of unexpired as well as expired time in such year.
- 10) Both the City and the Town shall have full cooperation and assistance from the other and its officers, agents, and employees in the performance of this Contract.
- 11) The City shall provide a report to the Town in January of each year, which shall list the total number and type of calls serviced by the City in all jurisdictions and the number and type of calls serviced in the Town.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals as of the day and year first-above written.

**CITY OF TAYLORS FALLS**

By \_\_\_\_\_  
Taylors Falls Mayor

Date: \_\_\_\_\_

ATTEST BY:

By \_\_\_\_\_  
Taylors Falls Clerk-Treasurer

Date: \_\_\_\_\_

**SHAFER TOWNSHIP**

By \_\_\_\_\_  
Shafer Township Chairman

Date: \_\_\_\_\_

ATTEST BY:

By \_\_\_\_\_  
Shafer Township Clerk

Date: \_\_\_\_\_

# EXHIBIT A

## TAYLORS FALLS FIRE CONTRACT SERVICE AREA

