

**LAW ENFORCEMENT CONTRACT**

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Anoka, a political subdivision of the State of Minnesota, and the Anoka County Sheriff, hereinafter referred to as the "County," and the City of Columbus, Minnesota, 16319 Kettle River Boulevard Northeast, Forest Lake, Minnesota 55025, hereinafter referred to as the "Municipality", for the period of January 1, 2021, through December 31, 2021, hereinafter referred to as the "Contract Term".

**WITNESSETH:**

WHEREAS, the Municipality is desirous of entering into a contract with the County, through the Office of the Anoka County Sheriff (hereinafter Sheriff), for the performance of the law enforcement functions hereinafter described within the corporate limits of said Municipality; and

WHEREAS, the County is agreeable to rendering such services and law enforcement functions on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by Minn. Stat. §§ 471.59 and 436.05.

NOW, THEREFORE, pursuant to the terms of the aforesaid statutes, and in consideration of the mutual covenants expressed herein, it is agreed as follows:

**I. PURPOSE**

The County, through its Sheriff, agrees to provide police protection within the corporate limits of the Municipality to the extent and in the manner as hereinafter set forth.

**II. SERVICES TO BE PROVIDED BY THE COUNTY**

A. Except as otherwise hereinafter specifically set forth, such services shall encompass the duties and functions of the type normally coming within the jurisdiction of the Sheriff pursuant to Minnesota Law, and, in addition, the Sheriff and his duly assigned deputies

shall, within the Municipality's corporate limits, exercise all the police powers and duties of city police officers as provided by Minn. Stat. § 436.05.

B. The rendition of services, the standard of performance, the discipline of the deputies, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in and under the sole control of the Sheriff.

C. Such services shall include the enforcement of Minnesota State Statutes and the municipal ordinances of the Municipality.

D. Except as otherwise noted, the Sheriff's Office maintains control, and autonomy with respect to the methods, times, means and personnel to be used in furnishing services to the Municipality under this Contract.

E. The County shall furnish and supply all necessary labor, supervision, equipment, and communication facilities for dispatching, jail detention (including the cost of such detention), and daily patrol service as specified in Paragraph II.F. and Attachment A of this Contract, and shall be responsible for the direct payment of any salaries, wages, or other compensation to any County personnel performing services pursuant to this Contract. All County property and equipment used in rendering services under this agreement is, and shall remain, County property.

F. The County agrees to provide law enforcement protection as follows: During the Contract Term, the Sheriff will provide 12 hours per day of daily patrol service. The costs associated with the patrol service are set forth in Attachment A and section IV of the Agreement. Patrol service shall be exercised through the employment of assigned patrol cars supplied, equipped, and maintained by the County, and staffed by the Sheriff's deputies. The Sheriff shall determine the time of day and how patrol service shall be provided, and may periodically change the patrol schedule in order to maximize the effectiveness of the coverage. Daily patrol service will provide and fulfill those services and duties ordinarily provided and fulfilled by city police officers as provided by state law and municipal ordinances. The County will also provide 5 hours per week of Community Service Officer Coverage. Notwithstanding the number of hours of patrol services listed in this agreement, the County agrees to provide additional law enforcement services and emergency assistance, as the demand arises and resources allow, at no additional cost to the municipality.

G. The County patrol cars used for providing the services pursuant to this Contract shall be stored on premises owned by the Municipality. In the event that a suitable and secure storage location is not provided, in the determination of the Sheriff, the patrol cars will be returned to the Sheriff's Office at the end of each shift.

H. The patrol duties shall be conducted out of office space to be located at a suitable location in the Municipality which is sufficient to provide for the clerical needs of the assigned deputies. In the event that a suitable location is not provided, the deputies shall work out of the Sheriff's Office.

### **III. DUTIES OF MUNICIPALITY**

A. It is agreed that the Sheriff shall have all reasonable and necessary cooperation and assistance from the Municipality, its officers, agents, and employees, so as to facilitate the performance of this Contract.

B. This Contract shall not alter the responsibility for prosecution of offenses occurring within the Municipality as is currently provided by law. Likewise, collection and distribution of fine monies and any proceeds from forfeited property resulting from violations occurring in the municipality shall be controlled in the manner provided by law.

### **IV. COMPENSATION/TERM**

The Municipality hereby agrees to pay to the County the sum of Three Hundred Ninety Eight Thousand Nine Hundred Forty Two Dollars and 00/100s (\$398,942.00) for the contract term for law enforcement protection consisting of 12 hours of coverage per day of patrol services as outline in Attachment A. In addition, the County will provide 5 hours per week of Community Service Officer coverage, and twenty-four (24) hour call and general services during the term of this Contract. The contract sum is payable in four (4) equal quarterly installments due on March 31, June 30, September 30, and December 31 of the Contract Term.

The County agrees that the Municipality will receive a credit against its contract price obligation as a result of anticipated Police State Aide. The amount of the credit will be determined by the amount of money received per sworn officer from the State of Minnesota times the number of sworn officers charged for to service this Contract.

### **V. RENEWAL**

This Contract may be renewed for a successive period of one (1) year. Said renewal shall be accomplished in the following manner:

A. Not later than one hundred fifty (150) days prior to the expiration of the current Contract, the County, through its Sheriff, shall notify the Municipality in writing of its intention to renew. Said notification shall include notice of any increase in total contract cost.

B. Not later than ninety (90) days prior to the expiration of the current Contract, the Municipality shall notify the Sheriff in writing of its intention to renew and its acceptance of any increased costs. If the Municipality does not notify the Sheriff in writing that it intends to renew the contract, the contract shall expire at the end of the Contract Term.

## **VI. COLLABORATION**

The County, through its Sheriff or his designee(s), agrees to meet as needed with the governing council of the Municipality. The purpose of said meetings shall be for the Municipality to provide feedback to the County and for the parties to confer and discuss potential improvements in the implementation of services under this Contract. The Sheriff shall make reasonable efforts to consider the Municipality's concerns or requests. The time and place of these meetings shall be determined by the Municipality with reasonable notice to the Sheriff.

## **VII. DISBURSEMENT OF FUNDS**

All funds disbursed by the County or the Municipality pursuant to this Contract shall be disbursed by each entity pursuant to the method provided by law.

## **VIII. STRICT ACCOUNTABILITY**

A strict accounting shall be made of all funds, and reports of all receipts and disbursements shall be made upon request by either party.

## **IX. AFFIRMATIVE ACTION**

In accordance with Anoka County's Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Contract on the basis of race, creed, color, sex, sexual orientation, marital status, public assistance status, age, disability, or national origin.

**X. INDEMNIFICATION**

The Municipality and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses, or damages, injuries or sickness resulting from the acts or omissions of the respective offices, agents, or employees, relating to the activities conducted by either party under this Contract.

**XI. TERMINATION**

This Contract may be terminated by the mutual agreement of the parties. This Contract may be unilaterally terminated by either party at any time with or without cause upon not less than one hundred eighty (180) days written notice delivered by mail or in person to the other party. Notices delivered by mail shall be deemed to be received two (2) days after mailing. Such termination shall not be effective with respect to services rendered prior to such notice of termination.

**XII. NOTICE**

For purposes of delivering any notices hereunder, notice shall be effective if delivered to the Anoka County Sheriff, 13301 Hanson Blvd NW, Andover, Minnesota 55304, on behalf of the County; and the City Administrator of the City of Columbus, 16319 Kettle River Boulevard Northeast, Forest Lake, Minnesota 55025, on behalf of the Municipality.

**XIII. ENTIRE AGREEMENT/REQUIREMENT OF A WRITING**

It is understood and agreed that the entire agreement of the parties is contained herein and that this Contract supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous contract presently in effect between the parties relating to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by the parties herein.

IN WITNESS WHEREOF, the Municipality, by resolution duly adopted by its governing body, has caused this Contract to be signed by its Mayor and attested by its Clerk, and the County, by resolution of the County Board of Commissioners, has caused this Contract to be signed by the Chairman of the County Board of Commissioners, attested by the County Administrator, and signed by the County Sheriff, all on the day and year first above written.

**COUNTY OF ANOKA**

**CITY OF COLUMBUS**

By: \_\_\_\_\_  
Scott Schulte, Chair  
County Board of Commissioners

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
Rhonda Sivarajah  
County Administrator

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
James Stuart  
Sheriff

Dated: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Bryan Lindberg  
Assistant County Attorney

Dated: \_\_\_\_\_

**City of Columbus**

**Twelve Hour Coverage**

**365 DAYS/YEAR**

January 2021 - December 2021

CSO 5 hours per week or 260 Hours Annually

**260 DAYS/YEAR**

**Attachment A**

**I. PERSONNEL**

**A. Sworn Deputy Sheriff**

1.) 2.52 Deputies at \$6,630 /month	200,491
2.) 7 Overtime (Average hours/month per Deputy)	12,145

<b>B. Non-Sworn CSO</b>	<b>4,550</b>
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**C. Benefits for Sworn and Non-Sworn Personnel**

P.E.R.A. (Sworn)	37,637
P.E.R.A. (Non-Sworn)	341
Medicare	3,083
FICA	348
Severance Allowance	5,413
Unemployment Compensation	326
Life Insurance	106
Health Insurance	39,085
Dental Insurance	1,202
Long Term Disability Insurance	298
Worker's Compensation	2,042
Uniforms	3,045
<i>Total Benefits</i>	<i>92,926</i>

**TOTAL PERSONNEL COSTS**

**\$10,112**

**II. VEHICLE**

<b>A. Police Equipped Vehicles</b>	<b>0.5 Squads</b>	<b>(pro-rated squad)</b>	<b>11,725</b>
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<b>B. C.S.O Vehicle</b>	<b>1 Vehicle</b>	<b>(pro-rated)</b>	<b>2,400</b>
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**C. Maintenance Costs**

1.) Vehicle	23,425
2.) Emergency & Communications Equip. & replc. fee	7,786
3.) Emergency Vehicle Equipment replc. Fee	1,000
4.) Insurance	5,800
5.) Cellular Telephone	1,119

<i>Total Maintenance Costs</i>	<i>39,129</i>
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**TOTAL VEHICLE COSTS**

**\$53,254**

**III. Administrative Costs**

<b>A. PSDS Maintenance Costs &amp; AP Maintenance</b>	<b>3,024</b>
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<b>B. Administrative, Clerical, Etc.+ Substation Computer line if any, Etc</b>	<b>32,551</b>
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<i>Total Administrative Costs</i>	<i>\$35,575</i>
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**IV. TOTAL COST TO CONTRACTING MUNICIPALITY**

**\$398,942**

\*Less Amount Received From State for Police State Aid

**\$13,860**

**NET COST TO CONTRACTING MUNICIPALITY**

**\$385,082**

\*This figure is determined by the State and is subject to fluctuation.

The latest figure available is \$6,600 per Deputy. Revenue received is for previous years Deputy hours.

ORDINANCE NO. 20-\_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 7A: GENERAL ZONING  
REGULATIONS OF THE CITY OF COLUMBUS CODE OF ORDINANCES

The City Council of the City of Columbus ordains the following amendments to the Code of Ordinances:

**SECTION I. Chapter 7A, Article V of the Columbus Code of Ordinances is hereby amended as follows:**

**7A-512.A. Site Plan Review Submittal Requirements**

16. Narrative statement with a detailed description of the business operation that identifies the proposed use as set forth in the applicable zoning district and the effect of noise, glare, odor, fumes, and vibration on adjoining property along with any proposed mitigation of such effects; a discussion of the general compatibility with adjacent properties in the district; and the consistency of the proposed use with the Comprehensive Plan; and
17. Such other information as may recommended by the Zoning Administrator.

**SECTION II. Chapter 7A, Article VIII of the Columbus Code of Ordinances is hereby amended as follows:**

**7A-804.G.**

- G. ~~**Parking and Storage of Certain Vehicles:**~~ No more than ~~two (2)~~ four (4) vehicles or recreational trailers of any kind or type without required license plates shall be parked or stored on any residential property residentially zoned property, other than in completely enclosed Buildings, two (2) of which may be allowed permitted without required license plates, with the exception of licensed antique vehicles which are not required to have license plates. Commercial trailers, such as tractor trailers and large box trucks exceeding 26,000 lbs. shall not be stored on any residential property unless it is accessory to a residential use and located entirely within an enclosed building.

...

**7A-805. RESIDENTIAL ACCESSORY BUILDINGS.**

- I. Residential Accessory Buildings in the ~~SR Suburban Residential Senior Housing Mixed Use High Density (MU-1)~~ District shall be attached to the dwelling units. Each dwelling unit shall have a minimum of two (2) side-by-side garage stalls with minimum interior dimensions of eleven (11) feet by twenty four (24) feet. Surface parking spaces shall be designed to park one automobile in

front of each garage stall. Surface parking spaces shall be at least ten (10) feet by (20) feet in area. Driveway aisles between garages facing one another and sharing a common driveway shall be at least twenty-four (24) feet wide.

...

L. Accessory structures constructed with fabric, plastic or vinyl shall be located entirely behind the principal residence and shall not be located within a side yard or rear yard area and shall be effectively obstructed from views from adjacent residential properties or the right-of-way. "Effectively obstructed" shall mean 80% opaque throughout the year. Screening may include landscaping, fencing or berming or any combination thereof.

M. The use of an accessory structure as a dwelling is prohibited.

**SECTION III.** This Ordinance was adopted by the Columbus City Council on this \_\_\_\_ day of \_\_\_\_\_, 2020 and shall become effective after its publication.

\_\_\_\_\_  
Jesse H. Preiner, Mayor

ATTEST:

\_\_\_\_\_  
Elizabeth Mursko, City Administrator

Published in the Forest Lake Times on \_\_\_\_\_, 2020.

**ORDINANCE NO. 20-\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 7B: SIGN REGULATIONS  
OF THE CITY OF COLUMBUS CODE OF ORDINANCES**

The City Council of the City of Columbus ordains the following amendments to the Code of Ordinances:

**SECTION I. Chapter 7B, Article II of the Columbus Code of Ordinances is hereby amended as follows:**

**7B-200. DEFINITIONS.**

M. **Flag** - Any fabric or similar flexible material attached at one end of the material, usually to a staff or pole, so as to allow movement of the material by atmospheric changes and which contains distinctive colors, patterns, symbols, emblems, insignia, or other symbolic devices. The size of flags is not regulated.

...

**7B-201. GENERAL PROVISIONS.**

F. On-premises traffic directional signs (e.g. “one-way” or directional arrows), not exceeding 28 square feet in area and 45 feet in height are permitted for all commercial, industrial, and public/institutional uses.

G. Off-premises, non-advertising, public service directional signs (e.g. hospital, school, public/institutional facilities), not exceeding 28 square feet in area and 45 feet in height are permitted in all zoning districts.

**SECTION II.** This Ordinance was adopted by the Columbus City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 and shall become effective after its publication.

\_\_\_\_\_  
Jesse H. Preiner, Mayor

ATTEST:

\_\_\_\_\_  
Elizabeth Mursko, City Administrator

Published in the Forest Lake Times on \_\_\_\_\_, 2020.

4836-7160-3909, v. 1

ORDINANCE NO. 20-\_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 8: SUBDIVISION REGULATIONS  
OF THE CITY OF COLUMBUS CODE OF ORDINANCES

The City Council of the City of Columbus ordains the following amendments to the Code of Ordinances:

**SECTION I. Chapter 8, Article X of the Columbus Code of Ordinances is hereby amended as follows:**

**8-1002 (E.)**

E. The proposed lot reconfiguration will not result in the movement of a lot line more than ~~fifty (50)~~ three hundred and fifty (350) feet;

**SECTION II.** This Ordinance was adopted by the Columbus City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 and shall become effective after its publication.

\_\_\_\_\_  
Jesse H. Preiner, Mayor

ATTEST:

\_\_\_\_\_  
Elizabeth Mursko, City Administrator

Published in the Forest Lake Times on \_\_\_\_\_, 2020.



**City of Columbus  
PUBLIC NOTICE  
Ordinance Publication Summary**

**AN ORDINANCE AMENDING CHAPTER 7 AND 8 OF THE CITY OF COLUMBUS  
CODE OF ORDINANCES**

The City Council of the City of Columbus adopted Ordinance No. 20-04, An Ordinance Amending Chapter 7A, 7B, and Chapter 8 of the City of Columbus Code of Ordinances to Large Off-Premises Sign regulations on September 23, 2020 and approved this summary of the ordinance for publication on September 23, 2020.

The City Council has authority to regulate city municipal code in the City. Following discussion at the City Council and the City Planning Commission, the City Council adopted Ordinance No. 20-04 to amend the City Code as described in this summary publication as follows:

- **CHAPTER 7A, 7B, and CHAPTER 8**  
This ordinance revises the following sections. 7A-512(A) site plan review submittal requirements; 7A-804(G) residential storage of certain vehicles; 7A-805 residential accessory building regulations; 7B-200 flag definition; 7B-201 directional sign standards; and 8-1002(E) lot line adjustment parameters.

This Ordinance was adopted by the Columbus City Council on this 23<sup>rd</sup> day of September and shall become effective after its publication. This is only a summary of Ordinance 20-04. A printed copy of Ordinance 20-04 is available for inspection by any person during regular office hours at the office of the City Clerk and on the City's Official website [www.ci.columbus.mn.us](http://www.ci.columbus.mn.us). This title and summary of the Ordinance 20-04 is published in accordance with Minn. Stat. § 412.191 subd. 4.

By order of the City Council.  
Elizabeth Mursko, City Administrator

Published in the Forest Lake Times on 10.22.20.  
Submitted to the Forest Lake Times on 10.15.20.



**BOLTON  
& MENK**

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## MEMORANDUM

**Date:** October 9, 2020  
**To:** Elizabeth Mursko, City Administrator  
Mayor and City Council Members  
**From:** Kevin Bittner, City Engineer *KFB*  
**Subject:** Feasibility Report – Furman Street Improvements  
City Project 20-003  
BMI Project No. R16.120887

Attached for Mayor and City Council consideration is the Feasibility Report for the Furman Street Improvements project. The Feasibility Report is required under Minnesota Statute 429 because of the proposed assessments to benefitting properties.

Also attached is the resolution necessary to receive the report and call for an improvement hearing if the Mayor and Council wish to move to the next step under the 429 process.

I will be on hand to present the report and answer questions you may have.

**RESOLUTION NO. 20-\_\_\_**

**CITY OF COLUMBUS**

**RESOLUTION RECEIVING FEASIBILITY REPORT AND  
CALLING HEARING ON IMPROVEMENT**

**FURMAN STREET NE IMPROVEMENTS (CP 20-003)**

**WHEREAS**, pursuant to resolution of the council adopted August 12, 2020, a report has been prepared by the City Engineer with reference to proposed improvements on Furman Street NE, commencing at a location 1,580 feet south of Broadway Avenue and proceeding south a distance of 2,347 feet, and

**WHEREAS**, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF COLUMBUS, MINNESOTA:**

1. The council will consider the improvement in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$135,000.
2. A public hearing shall be held on such proposed improvement on the 12<sup>th</sup> day of November, 2020, in the council chambers of the city hall at 7:00 p.m. and the clerk shall give mailed and published notice of such hearing and improvement as required by law.

Passed and Adopted by the City Council of the City of Columbus this 14th day of October, 2020.

By: \_\_\_\_\_  
Jesse H. Preiner  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Elizabeth Mursko, City Administrator



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## MEMORANDUM

**Date:** October 9, 2020  
**To:** Elizabeth Mursko  
Mayor and City Council Members  
**From:** Kevin Bittner, City Engineer *KFB*  
**Subject:** Zurich Street Signal – Flashing Yellow Arrow Phasing Analysis  
BMI Project No.: R16.120766  
City Project 20-002

With the incorporation of the flashing yellow arrow (FYA) upgrade into the Zurich Street Signal upgrade, the Anoka County Highway Department is requiring a traffic phasing analysis to determine the appropriate signal timing once it is operational. This analysis requires two weeks of traffic data collection plus processing to determine peak traffic periods and turning movement counts.

A similar report was generated by the County in 2014, but this data is no longer current and new traffic data needs to be collected. This analysis was not included in our original budget for the project. Our cost to perform this analysis will be an hourly not-to-exceed fee of \$4,800.

Authorization to commence this analysis is requested.

## City of Columbus Calendar of Meetings

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### October 2020

Sunday	Monday	Tuesday	Wed.	Thursday	Friday	Saturday
11	12	13	14 <b>6:00 pm EDA Mtg 7:00 pm CC Mtg</b>	15	16	17
18	19	20 <b>9:00 am &amp; 6:00 pm Public Accuracy Test for General Election</b>	21 <b>6:00 pm PC Mtg.</b>	22	23	24
25	26	27 <b>6:00 pm Joint PC&amp;CC Mtg. – Zoning Districts</b>	28 <b>4:00-6:00 pm CC Workshop 7:00 pm CC Mtg</b>	29 <b>5:30 pm Park Board Mtg</b>	30	31 <b>City Offices Open for Voting 10:00am – 3:00pm</b>