



Rhonda Sivarajah
County Administrator

Anoka County

COUNTY ADMINISTRATION

Respectful, Innovative, Fiscally Responsible

This letter was sent to all
elected officials of the
City of Columbus.

September 20, 2021

RECEIVED

SEP 27 2021

City of Columbus

The Honorable Jesse Preiner
Mayor, City of Columbus
16319 Kettle River Blvd. NE
Columbus, MN 55025

RE: Rice Creek Watershed District Appointment

Dear Mayor Preiner:

In accordance with the provisions of Minn. Stat. § 103B.227, Anoka County in September 2021 published a notice that a term will expire for a manager on the Rice Creek Watershed District Board of Managers. The notice publication requirement applies because Rice Creek Watershed District is considered a watershed management organization. The published notice states that persons interested in being appointed may submit their names to the appointing authority, which is the county board for a watershed district appointment. For your information, a copy of the notice is enclosed.

In appointing a manager to the Rice Creek Watershed District, Minn. Stat. § 103D.311 is also applicable. This statute requires a county board, upon the expiration of a term, to appoint managers for a watershed district from a list of persons nominated jointly or severally by the cities and municipalities within the district if a list(s) is submitted 60 days before the manager's term of office expires or to appoint a manager who resides in a city that fails to submit a list. The vacancy expires on January 17, 2022.

In order for the county to accept nominations, they must be received by Thursday, November 18, 2021. If there is a desire to jointly submit a list for the manager appointment, you may wish to confer with affected cities and jointly submit the list. The cities with territory located in the Rice Creek Watershed District are Blaine, Centerville, Circle Pines, Columbia Heights, Columbus, Fridley, Lexington, Lino Lakes, and Spring Lake Park.


In order for names submitted to the county to be considered a list under the statutory definition, the list must contain the names of at least three nominees eligible to be appointed. To be eligible for an appointment, a nominee must reside within the watershed district boundaries, be eligible to vote in the district, and not be a public officer of the county, state, or federal government (except that a soil and water conservation supervisor can be appointed).

Minn. Stat. § 103D.311 requires the county board to appoint watershed district managers that fairly represent the various hydrologic areas within the watershed district. Rice Creek Watershed District is divided into five separate planning zones. The appointee whose term expires on January 17, 2022, is Steve Wagamon. Mr. Wagamon's residence is located in planning zone 4 while the remaining managers each live in planning zones 1, 2, 3, and 5 of the Rice Creek Watershed District. A map with the location of current board members highlighted is being forwarded to the Columbus city manager/administrator. Although Rice Creek Watershed District has divided itself into five planning areas, the county board may appoint any eligible individual who resides within the watershed district as long as that appointee can fairly represent the various hydrologic areas within the district.

All applicants must submit a completed application form to the appointing authority. Find the application at <https://www.anokacounty.us/3122/Citizen-Advisory-Boards-and-Commissions>.

If you have any questions regarding this appointment process, you may contact me at 763-324-4715.

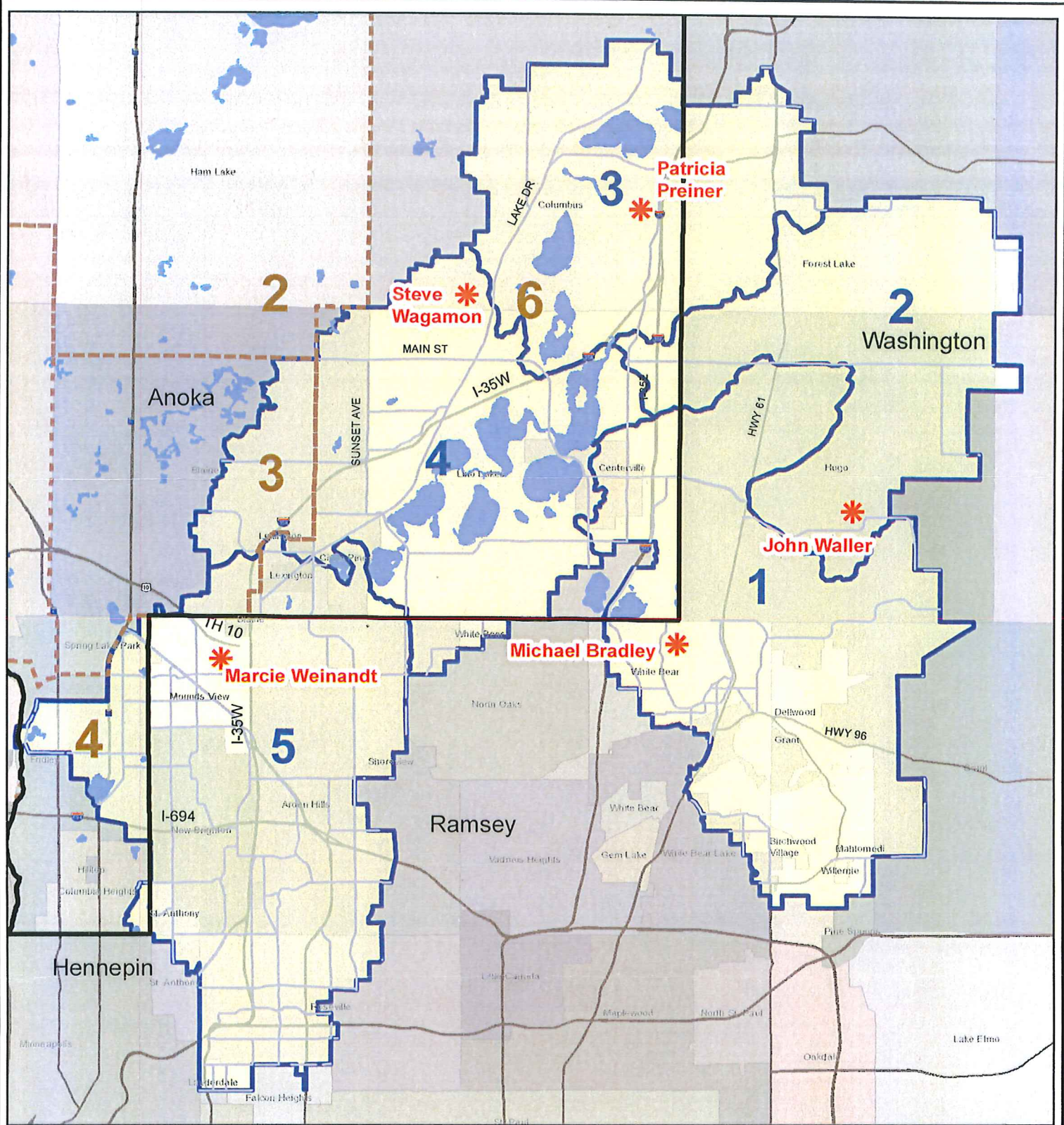
Sincerely,







Rhonda Sivarajah
County Administrator
763-324-4715
Rhonda.Sivarajah@co.anoka.mn.us

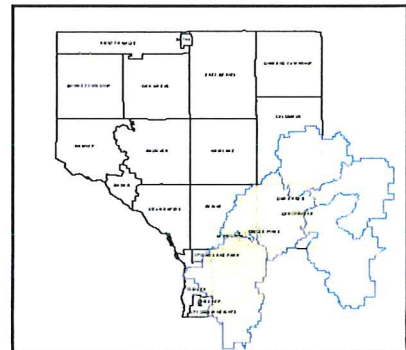
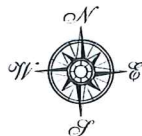
RS:bv
Enclosure

c: Columbus City Manager/Administrator
Brenda Vetter, Principal Administrative Assistant



Rice Creek Watershed District

-  County Boundary
-  Commissioner Districts
-  Lakes
-  RCWD Boundary/Hydrologic Areas



City of Columbus

Attn: Elizabeth Mursko

16319 Kettle River Blvd

Columbus, MN 55025

Dear Mayor and Council Members,

For the past 10 years I have represented and served Anoka County as a board member and treasurer of the Rice Creek Watershed District (RCWD). I would like to continue serving on the board and humbly request your continued support and recommendation for another 3-year term.

I would like to share that it has been an honor to serve the people of the Rice Creek Watershed District, which covers a significant portion of Columbus. I believe we have made great strides over the last 10 years working closely with our city and county partners. I am providing several of our accomplishments that I am most proud of:

- Development of Browns Preserve, a wetland bank, that has saved the taxpayers \$4.25 million through discounted credits.
- During my tenure as treasurer, we have had 10 consecutive years of perfect audits, and our policy to maintain a fund balance allowed us to efficiently navigate the Covid crisis.
- Establishment of initiatives including the twice a year City/County Partner meetings which have improved communication and increased the number of partnerships-based projects and cooperative ventures.
- RCWD finished at the top of the performance review by the Board of Water and Soil Resources (BWSR) – more than 200 state partners including cities, counties, watershed, and conservation districts receive this review.
- Implemented the Bald Eagle Lake Restoration Project and received Project of the Year Award in 2017 as this lake met state water quality standards for the first time in history.
- Doubled RCWD Capital Improvement Project (CIP) implementation.
- Implemented the largest CIP project in RCWD history.
- Implementation of seven comprehensive public drainage repair projects, including the largest drainage project in RCWD history.

I am very proud of our accomplishments during my tenure and am excited and committed to continuing to work with partners to improve our watershed.

I appreciate your time and consideration of my reappointment to the Rice Creek Watershed District.

If you have any questions, please do not hesitate to contact me at

Sincerely,



Steve Wagamon

Treasurer, Rice Creek Watershed District

Elizabeth Mursko

From: Janet Hegland
Sent: Thursday, November 4, 2021 9:10 AM
To: Jessica Hughes; Elizabeth Mursko; Jesse Preiner
Subject: Fwd: RCWD Board Opening

Application from Tom Olson re: RCWD.

Janet

Get [Outlook for iOS](#)

From: Thomas Olson <tmo1952@yahoo.com>
Sent: Wednesday, November 3, 2021 1:35 PM
To: Janet Hegland
Subject: RCWD Board Opening

Thomas M. Olson

13332 Lyons ST NE
Columbus, MN 55025

Resident of Columbus since 1991

Willing to direct my energies for a positive outcome.

Elizabeth Mursko

From: Janet Hegland
Sent: Thursday, November 4, 2021 9:12 AM
To: Jesse Preiner; Jessica Hughes; Elizabeth Mursko
Subject: Fwd: RCWD board of Managers

Application from Nick Carlson for RCWD.
Janet

Get [Outlook for iOS](#)

From: Nick Carlson <nicksCarlson@gmail.com>
Sent: Wednesday, November 3, 2021 8:51 PM
To: Janet Hegland
Subject: RCWD board of Managers

Good evening!

My name is Nick Carlson, I reside at 7527 152nd Lane NE, Columbus, MN 55025.

I received notice about an opening with the RCWD Board of Managers, and I would like to put in my nomination.

Our family has resided in Columbus for about 2 1/2 years, and we love it here. My wife grew up in Columbus, and her close family resides in Columbus as well.

My reason for interest in this position is very simple, to be on a board of managers that helps maintain the rules and regulations surrounding water/l quality of our lakes/streams/wetlands, while also being able to promote and educate residents about the environment.

I'm a transplant from WI, and have always been a huge proponent of maintaining wetland and wildlife stability.

I do not have any experience working on a board at a government level, but am on the board of a non-profit association. I am currently in my 3rd year as President of the MN State Wireless Association (I am in the wireless industry), in which I do lobby and also educate people and jurisdictions about the wireless industry, and it's benefits.

Thank you for your consideration.

MEMO

To: Columbus City Council
From: City Staff
Date: November 10, 2021
RE: Residential Zone Business Moratorium Recommendation

Based on discussion at the last City Council meeting, City Staff have considered what policy questions should be addressed with a Residential Zone Business permit moratorium. The moratorium should be established based on Council member agreement on the objectives that needs to be addressed.

The general matters that City Staff recommend addressing with the moratorium is:

Should Columbus City Ordinances be amended to accommodate businesses with a larger impact to the residential district than is currently allowed?

Understanding that there have been changes in the working world over the past 2 years – Should the Columbus City Ordinances be amended to reflect those changes under Residential Zone Businesses (i.e., Cottage Food Producer)?

Council members are being asked to consider whether the policy questions listed above need to be answered with the moratorium and be prepared to discuss at the Council meeting on November 10th, 2021. Council members are **not** being asked to consider how the question may be answered at this time.

Should the Council come to an agreement on the question to be answered, City Staff recommend approving the Residential Zone Business Moratorium ordinance and resolution.

RESOLUTION 21-_____

**CITY OF COLUMBUS
COUNTY OF ANOKA
STATE OF MINNESOTA**

**RESOLUTION TO ORDER A STUDY FOR
REGULATION OF RESIDENTIAL HOME BUSINESS**

WHEREAS, the City of Columbus (the “City”) is authorized under Minnesota Statutes Section 462.355, subd. 4 to regulate, restrict, or prohibit any use, development or subdivision within the jurisdiction or a portion thereof while the City is conducting studies, or has authorized a study to be conducted to consider adoption or amendment of official zoning controls; and

WHEREAS, The City Council finds that the existing zoning controls governing the establishment, expansion or continued use of “Residential Home Businesses” as set forth in Section 7A-806 of the City Code) may not effectively minimize the nuisance characteristics of such uses or protect nearby residential homes; and

WHEREAS, the City Council finds that absent a thorough analysis of potential amendments to the official zoning controls could result in the approval of new or renewal of existing Residential Zone Business could have unintended detrimental consequences to the health, safety, and welfare of the City.

NOW, THEREFORE, be it resolved that the City of Columbus does hereby direct the City Planning Commission and staff to conduct a study of the City’s existing zoning controls and potential amendments to regulations of Residential Zone Business to mitigate potential negative impacts and effects of the establishment or renewal of Residential Zone Business on the health, safety, and welfare of its citizens and the community.

Passed and adopted by the City Council of the City of Columbus, Minnesota, this 10^h day of November, 2021.

By: _____
Jesse H. Preiner
Its: Mayor

ATTEST:

Elizabeth Mursko
City Administrator

ORDINANCE NO. 21-___

CITY OF COLUMBUS
COUNTY OF ANOKA
STATE OF MINNESOTA

AN INTERIM ORDINANCE ESTABLISHING A MORATORIUM ON THE
ISSUANCE OF PERMITS FOR RESIDENTIAL ZONE BUSINESS
WITHIN THE CITY OF COLUMBUS

The City Council of the City of Columbus ordains the following:

SECTION 1. MORATORIUM.

A. Authority and Intent. The City of Columbus (the “City”) is authorized under Minnesota Statutes Section 462.355, Subd. 4, to regulate, restrict, or prohibit any use, development or subdivision within the jurisdiction or a portion thereof while the City is conducting studies, or has authorized a study to be conducted or has scheduled a hearing to consider adoption or amendment of the Comprehensive Plan or official zoning controls. Pursuant to the aforementioned statute, the City declares a City-wide moratorium (the “Moratorium”) on the issuance of any permits, including without limitation, building permits or interim use permits, for the establishment or renewal of Residential Zone Business (as that term is used in Section 7A-806 or elsewhere in the City Code) in accordance with this ordinance.

B. Findings. The City finds it necessary to study the impacts and effects of the establishment, use or operation of Residential Zone Business on the health, safety, and welfare of its citizens and the community. The City Council further finds that the existing controls governing Residential Zone Business may not provide the desired level of oversight and regulation of such uses, which makes it necessary to study the existing ordinance and alternative ordinances, including recent amendments of the ordinance. Following the study, the City intends to update and amend its official controls.

C. Effect of Moratorium. For the duration stated herein and until the City has completed a study of the need for amendments or additions to the City’s official controls to protect the public health, safety and welfare, the City shall not accept, issue or process any application for use of real property anywhere in the City for the purpose of establishment or renewal of Residential Zone Business, except as provided in this ordinance. This Moratorium shall apply, without limitation, to comprehensive land use plan amendments, requests for rezoning, subdivisions, variances, conditional use permits, interim use permits, site plan review or any other permits for the establishment or renewal of Residential Zone Business advertising. The Moratorium shall not apply to individuals remotely working from home, Home Occupations as defined by Section 7A-201 of the City Code nor shall any existing Residential Zone Business, legally authorized as of the Effective Date, be terminated or lose the right to operate during the duration of the Moratorium or during the 18 months following expiration of the interim use permit for such use.

D. Study Authorized. During the period of this Moratorium, City staff and consultants will conduct a study of the official controls related to establishment, use and expansion of Residential Zone Business, including appropriate permitting, licensing, land use controls and development standards that may need to be adopted or revised to protect the public health, safety and welfare. The study will focus, among other things, on regulations designed to minimize the nuisance characteristics of such uses, including protection of nearby residential homes, quiet enjoyment of neighbors and expansion of the City's tax base.

E. Duration. The Moratorium shall expire, without further action of the City Council, one (1) year from its effective date. In the alternative, it may be repealed earlier if the Council determines that the requisite studies have been completed and that appropriate evaluation and action, including any necessary revisions to the City Code, official controls and/or Comprehensive Plan, have been finalized, adopted by the City Council and made effective by publication. The duration of the Moratorium may be extended by adoption of an amendment hereto for a total time not to exceed the limits set forth in Minnesota Statutes Section 462.355, Subd. 4, as amended from time to time.

F. Moratorium Declaration and Applicability. The City Council specifically finds and declares that the findings, intent and purpose of this Moratorium of City Code applies Citywide and it hereby imposes on any parcel of land, lot or part thereof within the boundaries of the City a prohibition on the establishment or renewal of any Residential Zone Business for the duration of the Moratorium. City staff, consultants, and Planning Commission members are directed for the duration of this Moratorium to carefully study and consider the adequacy and effectiveness of the existing licensing, zoning and Comprehensive Plan regulations necessary to protect the public health, safety and welfare, as well as to study and consider amendments to those regulations. The City Council further finds that it is critical to the protection of the public health, safety and welfare that the study process be protected by a moratorium.

G. Hardship Waiver. In cases of hardship, any person having a legal or equitable interest in land and aggrieved by the requirements of this Moratorium may apply to the City Council for a waiver of all or a portion of the applicable restrictions. A waiver may be granted when the City Council finds substantial and unique hardship caused by the restrictions and finds that the waiver will not unduly affect the integrity of the planning process or the purposes for which this Moratorium was enacted.

H. Severability. If any section, subsection, sentence, clause or phrase of this Moratorium is for any reason held to be invalid or any action taken hereunder be held invalid, it shall not affect any other section, subsection, sentence, clause or phrase herein. Every section, subsection, sentence, clause and phrase herein is declared severable from every other section, subsection, sentence, clause or phrase.

SECTION II. Enforcement. The City may enforce this ordinance by mandamus, injunction or other appropriate civil remedy in any court of competent jurisdiction.

SECTION III. EFFECTIVE DATE.

This Ordinance was adopted by the Columbus City Council on this 10th day of November, 2021 and shall become effective after its publication but not before December 6, 2021.

Jesse H. Preiner, Mayor

ATTEST:

Elizabeth Mursko, City Administrator

Published in the Forest Lake Times on _____, 2021.

City of Columbus
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLUMBUS, MINNESOTA, AUTHORIZING THE CITY TO PERFORM PLUMBING INSPECTIONS, ADMINISTER AND ENFORCE THE MINNESOTA PLUMBING CODE THEREBY AMENDING CHAPTER 13 OF THE CITY CODE

The City Council of the City of Columbus, Minnesota ordains:

Section 1: That Chapter 13 of the City Code is hereby amended by deleting those words that are contained in brackets [] with ~~strickthrough~~ text and adding those words that are underlined, to read as follows:

CHAPTER 13: BUILDING CODE

ARTICLE II PERMITS, FEES, INSPECTIONS

Section 13-206 **PLUMBING PLAN REVIEW, INSPECTION, AND ENFORCEMENT**

1. Administration. The application, administration, and enforcement of this section shall be in accordance with Minnesota State Building Code. The code shall be enforced within the extraterritorial limits of the City of Columbus and within the extraterritorial limits permitted by Minnesota Statutes 326B.121, Subd. 2(D), as amended from time to time.
2. Plan Review. Prior to installation of a system of plumbing other than for a single-family dwelling with independent plumbing service, complete plumbing plans and specifications, together with any additional information that the Building Official may require, shall be submitted in duplicate and approved by the Building Official. No construction shall proceed except in accordance with the approved plans. Any alteration or extension of any existing plumbing system shall be subject to these same requirements. Per Minnesota Statutes 326B.43, Subd. 2(n), the plumbing plans and specifications for the following types of projects shall be submitted to the state for review:
 - a. state-licensed facilities as defined in section 326B.103, subdivision 13;
 - b. public buildings as defined in section 326B.103, subdivision 11; and
 - c. projects of a special nature for which department review is requested by either the municipality or the state.
3. Authority to inspect. A plumbing system installation, as described herein, shall be subject to inspection as required by the Minn. Rules, part 1300.0215.
4. Compliance. This code shall be enforced by a Minnesota Certified Building Official designated by the City to administer the code pursuant to Minnesota Statutes 326B.133, including plumbing plan review and inspections.
5. Permits and fees. Fees for Plumbing Plan Review shall be as authorized in Minnesota Rules, Chapter 1300. Permit and plan Review fees shall be assessed for work governed by this chapter in accordance with the fee schedule adopted by the City Council via resolution. In addition, a surcharge fee shall be collected on all permits issued for work governed by this code in accordance with Minnesota Statutes, section 326B.148.
6. Violations and penalties. A violation of the building code is a misdemeanor pursuant to Minnesota statutes 326B.082, subdivision 16 and Minnesota rules, chapter 1300.

Passed and adopted this 10th day of November, 2021.

Insert Signature Block



**Municipal Delegation Agreement
For Building Code Administration on
Public Buildings & State Licensed Facilities**

Building Official,
Scott Qualle
16319 Kettle River Blvd NE
Columbus, MN 55025

Date: 4/2/2021

This Agreement is being sent to the *City of Columbus* to establish administration of the State Building Code on “Public Buildings” and “State Licensed Facilities” within your jurisdiction. Please review this Agreement, complete page 2, and return both pages to this division. If the offered level of code administration is not what you applied for, you are welcome to contact us in order to review our determination and your building department staffing in greater detail. Should that review confirm your request, our agreement with your municipality will be changed accordingly. If staffing or other circumstances change that could affect your ability to properly administer the code, it is your responsibility to notify us accordingly.

WHEN EXECUTED, this Agreement shall serve as an agreement pursuant to Minnesota Statute 326B.107 Subdivision 2, between *City Columbus* and the Commissioner of Labor and Industry for transfer of State Building Code Administration from the Department of Labor and Industry to the municipality for “Public Buildings and State Licensed Facilities” described in Minnesota Statute 326B.103 Subdivision 11 and Subdivision 13.

This agreement may be refused or revoked by the Commissioner of Labor and Industry if it has been determined by the commissioner that according to Minnesota Statute 326B.107, any of the following occurs:

- 1) The building official does not meet the requirements of Minnesota Statute 326B.133.
- 2) The building official does not wish to provide those services on one or more projects.
- 3) The municipality does not have enough adequately trained and qualified inspectors to provide those services.

The building official also reserves the right to defer administration of the code on a specific project back to the Division by notifying them in writing within 5 working days of receiving the project jurisdiction agreement.

The following level of code administration is being offered to your municipality by this division. Please review, sign below with your municipal manager/administrator, and return to this office.

[BOTH] Municipality will attend to all aspects of State Building Code administration including:

- a. Plan review of building and grounds with written plan review comments.
- b. Interpretation, application, and enforcement of all applicable code provisions.
- c. Issuance of all permits and maintenance of all records.
- d. Approval and oversight of Special Inspection Program.
- e. Documentation on file of all equivalencies and modifications to the code as required by Minnesota Rule 1300.
- f. Adherence to all applicable written division Plan Review Policies. See www.doli.state.mn.us/buildingcodes.html, code opinions and policies; section policy; plan review and regional services or contact the division for policies.
- g. Perform all required inspections including those required for fire protection systems.
- h. Review change orders and addendums for code compliance.
- i. Issuance of certificate of occupancy where applicable and/or final inspection of project.

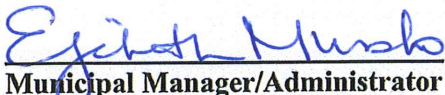
IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby. When approved by all parties, this shall serve as a contractual agreement pursuant to Minnesota Statute 326B.107 Subdivision 2, between the municipality and the Commissioner of Labor and Industry for transfer of State Building Code administration from Department of Labor and Industry to the municipality.

Municipality: *City of Columbus*

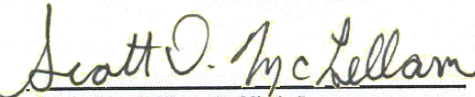
APPROVED:

 4-2-21
Municipal Building Official Date

APPROVED:

 4-6-2021
Municipal Manager/Administrator Date

APPROVED:

 4/7/2021
State Building Official Date

November , 2021

Mike Westemeier
Plumbing & Engineering Unit Construction
Codes & Licensing Division
Minnesota Department of Labor & Industry
443 Lafayette Road North
St. Paul, MN 55155

Dear Mr Westemeier:

:

This letter is intended to respond to your request for evidence and assurances from the City of Columbus regarding our request for approval to require and perform plumbing plan review.

We have enclosed a copy of Ordinance _____, Chapter _____ from the Columbus City Code indicating that the plumbing code has been adopted.

The City of Columbus hereby agrees to enforce the provisions of the Minnesota Plumbing Code, Minnesota Rules, Chapter 4714 in its entirety on all projects, including requiring submittal of plans and specifications for proposed installations of a system of plumbing that serves the public or that serves a considerable number of persons, or any plumbing system that shall affect the public health in any manner. This also includes field inspection of underground, rough-in, and final plumbing, as well as requiring tests of all installations for compliance with the requirement of the Minnesota Plumbing Code.

- 1 MNSPECT, LLC, our contracted building official, will be performing the plumbing plan review. It is our understanding that Dale Engelmann, a master plumber employed by MNSPECT, LLC, has met your requirements for performing this work, and that others from the firm may be approved by your office in the future. We assure you that any individual approved by the state to perform such work shall not be allowed to engage in any activities that might represent a conflict of interest.

Page: Two
Date: November ____, 2021
Subj: Request for approval to require and perform plumbing plan review

- 2 We understand that this agreement is a privilege, and as such, understand that if the performance that is expected is not satisfactory, could result in modification or revocation of this agreement.
- 3 We understand that failure to enforce these provisions could result in the termination of the agreement to allow plumbing plan review to be conducted by the City.

Thank you for your participation in this approval process. We look forward to a successful relationship with your department as the future unfolds.

Sincerely,

Elizabeth Mursko
City Administrator

Scott Qualle
Building Official

Plumbing Plan Review Agreement Application

Under Minnesota Statutes, section [326B.43, subd. 2](#), the commissioner of the Department of Labor and Industry (DLI) may enter into an agreement with a municipality, in which the municipality agrees to perform plan review and specifications of plumbing systems in their jurisdiction subject to statutory requirements. Certain types of plans must still be submitted to DLI.

To request a formal plumbing plan review agreement, this application and all requested documents must be completed and submitted to: Judy.Tachenv@state.mn.us. Incomplete application will be rejected.

1. MUNICIPALITY INFORMATION			
MUNICIPALITY NAME City of Columbus		DATE	
ADDRESS 16319 Kettle River Blvd		EMAIL cityadministrator@ci.columbus.mn.us	
CITY Columbus	STATE MN	ZIP CODE 55025	PHONE 651-464-3120
BUILDING OFFICIAL NAME Scott Qualle			
MAILING ADDRESS 235 First St W			
CITY Waconia	STATE MN	ZIP CODE 55387	E-MAIL scott@mnspect.com
APPROVED PLUMBING PLAN REVIEWER(S). If reviewer is contracted through a private company, check here <input type="checkbox"/> and submit contract for review.			
NAME Dale Engelmann	LICENSE #		E-MAIL/PHONE
NAME	LICENSE #		E-MAIL/PHONE

2. REQUIRED DOCUMENTS THAT MUST BE ADOPTED BY ORDINANCES

Submit copies of following relevant ordinances:

1. The ordinance in which the municipality adopts the Minnesota Plumbing Code.
(Adoption of the Minnesota State Building Code by ordinance includes adoption of the Minnesota Plumbing Code, Chapter 4714.)
2. The ordinance that requires plumbing plans and specifications to be submitted, reviewed, and approved by the municipality. The ordinance must clearly state exceptions for projects listed in Minnesota Statutes, section 326B.43 subd. 2(n) as listed below as those must be submitted to DLI for plan review. Plumbing plans and specifications for the following projects shall be submitted to DLI for plan review.
 - a) State-licensed facilities (as defined in section [326B.103, subd. 13](#)).
 - b) Public buildings (as defined in section [326B.103, subd. 11](#)).
 - c) Projects of a special nature for which department review is requested by either the municipality or the state.
3. The ordinance that authorizes the municipality to perform plumbing inspections required by the Minnesota Plumbing Code. *(Plumbing inspections, testing, and permits are subject to Minn. Rules, part 1300.0215, subparts 1 through 5.)*
4. The ordinance that authorizes the municipality to administer and enforce the Minnesota Plumbing Code in accordance with Minnesota Statutes, section 326B.121. *(Enforcing the Minnesota State Building Code by ordinance automatically includes and requires enforcement of the Minnesota Plumbing Code.)*

Copies of the above required ordinances must be submitted with this application to be considered.

3. AGREEMENT

Upon approval of the application by the commissioner, the municipality agrees (see Minn. Stat. § 326B.43, subd. 2):

1. To review plumbing plans and specifications for all construction for which requires review and approval of plumbing plans and specifications per Minnesota Rules, part 1300.0215, subpart 6, except all plumbing plans and specifications for the following types of projects (state) within the municipality must be forwarded to the DLI for review:
 - a) State-licensed facilities (See Minn.Stat. § [326b.103, subd. 13](#));
 - b) public buildings (See Minn.Stat. § [326b.103, subd. 11](#)); and
 - c) projects of a special nature for which department review is requested by either the municipality or the state. (E.g., Dialysis facilities are an example of projects of a special nature that is reviewed by the state.)

Where the municipality forwards to the state for plan review, the municipality shall not collect any fee for plan review, and the commissioner shall collect all applicable fees for plan review.
2. The plan review will:
 - a) Reflect the degree to which the plans and specifications affect the public health and conform to the provisions of the plumbing code;
 - b) ensure that there is no physical connection between water supply systems that are safe for domestic use and those that are unsafe for domestic use; and
 - c) ensure that there is no apparatus through which unsafe water may be discharged or drawn into a safe water supply system.
3. Individuals who perform the plumbing plan reviews for the municipality have passed a competency assessment reviewing plans and specification, are approved by the commissioner and are:
 - a) Licensed master plumbers;
 - b) licensed professional engineers; or
 - c) individuals who are working under the supervision of a licensed professional engineer or licensed master plumber and who are licensed master or journeyman plumbers or hold a postsecondary degree in engineering.
4. To perform all inspections for projects in which they plan review. Individuals who conduct the plumbing inspections for the municipality are licensed master or journeyman plumbers, or inspectors meeting the competency requirements established in rules adopted under section 326B.135, except for individuals who conduct plumbing inspections for the DLI (state) projects listed in item 1 above must be licensed plumbers.
5. Individuals who conduct inspections and the plumbing plan reviews for the municipality shall not have any conflict of interest in conducting the inspections and the plan reviews.
6. To enforce in its entirety the plumbing code on all projects.
7. To keep official records of all documents received, including plans, specifications, surveys, and plot plans, and of all plan reviews, permits and certificates issued, reports of inspections, and notices issued in connection with plumbing inspections and the review of plumbing plans. These records shall be maintained in the official records of the municipality for the period required for the retention of public records under Minnesota Statutes, section 138.17, and shall make these records readily available for review at the request of the commissioner.
8. That the municipality does not have in effect the plumbing code or any of ordinances described in Section 2 above at any time after the agreement has been approved, the municipality will notify the commissioner in writing in advance or within 10 days of the changes if advance notice is not possible.
9. If the commissioner determines that the municipality is not properly administering and enforcing the plumbing code or is otherwise not complying with the agreement the commissioner may terminate the agreement in accordance with Minnesota Statutes, section 326B.43, subd. 2(l).
10. Not to revoke, suspend, or place restrictions on any plumbing license issued by the state.

Agreement Acknowledgement:

Scott Qualle		
NAME	DATE	MUNICIPAL BUILDING OFFICIAL SIGNATURE
Elizabeth Mursko		
NAME	DATE	CITY ADMINISTER OR CITY CLERK SIGNATURE

This material can be made available in different forms, such as large print, Braille or on a tape. To request, call 1-800-342-5354.
PPRA 2/23/2021

LAW ENFORCEMENT CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, 2021, 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, 2022, through December 31, 2022, 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 Four Hundred Nine Thousand One Hundred Ninety Dollars and 00/100s (\$409,190.00) for the contract term for law enforcement protection consisting of 12 hours of coverage per day of patrol services as outlined 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: _____

I. PERSONNEL

A. Sworn Deputy Sheriff		
1.) 2.52 Deputies at \$6,795 /month		205,471
2.) 7 Overtime (Average hours/month per Deputy)		12,447
B. Non-Sworn CSO		4,680
C. Benefits for Sworn and Non-Sworn Personnel		
P.E.R.A. (Sworn)		38,571
P.E.R.A. (Non-Sworn)		351
Medicare		3,160
FICA		358
Severance Allowance		5,548
Unemployment Compensation		334
Life Insurance		106
Health Insurance		35,532
Dental Insurance		1,202
Long Term Disability Insurance		305
Worker's Compensation		2,092
Uniforms		3,776
<i>Total Benefits</i>		91,335

TOTAL PERSONNEL COSTS**\$313,933****II. VEHICLE**

A. Police Equipped Vehicles	0.5 Squads	(pro-rated squad)	15,750
B. C.S.O Vehicle	1 Vehicle	(pro-rated)	2,400
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			1,179
<i>Total Maintenance Costs</i>			39,190

TOTAL VEHICLE COSTS**\$57,340****III. Administrative Costs**

A. PSDS Maintenance Costs & AP Maintenance		3,024
B. Administrative, Clerical, Etc.+ Substation Computer line if any, Etc		34,893
<i>Total Administrative Costs</i>		\$37,917

IV. TOTAL COST TO CONTRACTING MUNICIPALITY**\$409,190**

*Less Amount Received From State for Police State Aid

\$16,632**NET COST TO CONTRACTING MUNICIPALITY****\$392,558**

*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.

Analysis Of Patrol Staffing Requirements Columbus

1. Community Generated Workload

▪ Calls For Service	2,206.00
▪ Handling time/CFS in hrs. (@34:18 Actual)	0.57
▪ Total CFS handling time in hrs.	1,256.68
▪ Officer back-up rate (@1.4 – Est.)	0.40
▪ Officer back-up time (back-up @75% of first unit time on scene) in hours.	377.01
▪ Number of bookings (Est.)	69.00
▪ Booking time (Est. @ 0.75 hrs/booking) in hours	51.75
	2,206.00
▪ Report writing time (est. @ 30 minutes min. avg) in hours	1103

Total Time Required To Handle Community Generated Workloads (Hrs.)	2,788.44
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2. Time for Preventative Patrol and Self Initiated Activities (@ Alternative Levels of Proactivity), in Hours.

▪ 50% of Available Time	2,788.44
▪ 40% of Available Time	1,858.96

3. Total Time Required To Handle Both Reactive and Proactive Activities (In Hrs.)

▪ @ 50% of Available Time	5,576.88
▪ @ 40% of Available Time	4,647.40

4. Officer Availability Est. Availability

▪ Net shifts worked	2,080
▪ Net hours lost on shift	362
Net hours worked each year	1,718

5. Deputies Required to Handle Workloads

▪ @ 50% of Proactive Time	3.25
▪ @ 40% of Proactive Time	2.71

6. Deputies Required Given Est. Turnover and Time Needed to Academy and Field Train

▪ @ 50% of Proactive Time	3.36
▪ @ 40% of Proactive Time	2.80

C.A.R.E.



COLUMBUS ACHIEVING RECYCLING EXCELLENCE

WINTER 2021

REMEMBER:

NO Plastic Bags in your recycling bin.



NEW

Did you know you are able to recycle your excess cardboard at the City? There is a dumpster located at: 16319 Kettle River Blvd., Columbus.

UPCOMING EVENT:

Look for your 2022 Recycle Event Flyer coming in the mail February 2022.

WHAT DAY SHOULD YOU PUT OUT YOUR RECYCLABLES?

Watch for schedules in the mail from your hauler. You can pick up your recycling day stickers at the City Hall and mark recycling days on your calendar.

ACE Solid Waste

763-427-3110

SRC/Forest Lake Sanitation

651-462-1099

LePage & Sons

763-757-7100

Need to dispose of holiday lights? Drop off at the City offices in the entryway.

GREAT JOB COLUMBUS RESIDENTS!

You separated 365.68 tons of recyclables in 2020 and 367.02 tons in 2019. Keep up the good work and keep recycling! Columbus needs your help to keep recyclables out of landfills. Working together we can meet our communities tonnage goal!

Bikes for kids - Columbus you are AWE-SOME. We collected 131 bikes in 2021 for reuse. Way to GO!!



ARE YOU DOING YOUR PART? REDUCE - REUSE - RECYCLE

State law requires garbage haulers to provide volume-based fees. The larger your garbage can, the more you pay. Recycling can save money when you are able to lower your garbage bill by requesting a smaller garbage cart. Donating usable items no longer needed is better than paying to throw them away.



COLUMBUS ORGANICS DROP-OFF PROGRAM

Organics include all food scraps, paper towels, tissues and BPI certified compostable products.
Start collecting organics at home today.

Recycle Your Organics in 4 Easy Steps

1. Contact 651-419-9010 or deputyclerk@ci.columbus.mn.us and sign up.
2. Pick up a FREE starter kit.
3. Collect organics in BPI certified compostable bags.
4. Take organics to the drop-off location.

Location: Columbus City Hall (16319 Kettle River Blvd)

Hours: 24/7, year-round

Items Accepted: [Go to AnokaCounty.us/organics](http://AnokaCounty.us/organics)



COMPOST SITES

Anoka County offers two compost sites: Bunker Hills Compost Site in Coon Rapids and Rice Creek Chain of Lakes Compost Site in Lino Lakes. Both sites offer no and low cost options for residents to dispose of organics, yard and tree waste. Visit AnokaCounty.us/Yardwaste to learn more.

ANOKA COUNTY HOUSEHOLD HAZARDOUS WASTE FACILITY

For details and information
about accepted items
contact: 763-324-3400
AnokaCounty.us/HHW.

Facility Address:
3230 101st Ave NE
Blaine, MN 55449

Hours:
November - March
Wednesday 1- 7 p.m.
Saturday 9 a.m. - 3 p.m.

April - October
Wednesday 1- 7 p.m.
Thursday - Saturday 9 a.m. - 3 p.m.



City of Columbus
16319 Kettle River Blvd NE
Forest Lake, MN 55025

RESIDENT AT
ADDRESS
CITY, STATE, ZIP

City of Columbus Calendar of Meetings

November 2021

Sunday	Monday	Tuesday	Wed.	Thursday	Friday	Saturday
7	8	9 5:30 pm CC Workshop	10 7:00 pm CC Mtg	11 Holiday Veterans Day	12	13
14	15	16 4:30 pm Park Board	17 7:00 pm PC Mtg	18	19	20
21	22 7:00 pm CC Mtg	23	24	25 Holiday Thanksgiving	26 Holiday Shopping Day	27

**2021 Workshop Calendar
12-07-2021 5:30 pm**