



## CITY COUNCIL REGULAR MEETING

St. Francis Area Schools District Office, 4115 Ambassador Blvd. NW

Monday, February 05, 2024 at 6:00 PM

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### AGENDA

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **CONSENT AGENDA**
  - A. City Council Minutes - January 16, 2024
  - B. Appointment of Election Judges  
*Resolution 2024-04 Appointing Election Judges*
  - C. Rental License Approvals
  - D. Acknowledgement for Exempt Permit – Bingo/Raffle
  - E. Acknowledgement to Conduct Excluded Bingo
  - F. Change Orders – City Hall / Fire Station Project
  - G. Police Department Policy Manual
  - H. Public Works Streets/Parks Position Resignation/Replacement
  - I. Site Improvement Performance Agreement for AutoZone
  - J. Real Property Transfer From EDA  
*Resolution 2024-08 Accepting Property from EDA and authorizing signatories*
  - K. Payment of Claims
5. **MEETING OPEN TO THE PUBLIC**
6. **SPECIAL BUSINESS**
7. **PUBLIC HEARING**
  - A. Tax Abatement for Vista Prairie  
*Resolution 2024-07 Granting a property tax abatement for certain property in the City of St. Francis*
8. **OLD BUSINESS**
  - A. 2023 Code Revisions – 2nd Reading  
*Ordinance 325 Modifying Divisions 2,3,4,6,7,8, and 9 in the zoning code*  
*Resolution 2024-05 Authorizing summary publication of Ordinance 325*  
  
*Ordinance 326 Modifying Chapter 11 Subdivisions in the City Code*  
*Resolution 2024-06 Authorizing summary publication of Ordinance 326*
  - B. Educational Facility Zoning Ordinance Amendment – 1st Reading  
*Ordinance 327 amending the zoning code to allow educational facilities in the B-1 District*
9. **NEW BUSINESS**
  - A. City Hall Fire Station Fire and Security System
  - B. MOU between City of St. Francis and LELS 319 Police Officers
  - C. Work Session Request

**10. MEETING OPEN TO THE PUBLIC**

**11. REPORTS**

**12. COUNCIL MEMBER REPORTS**

**13. UPCOMING EVENTS**

02/08/2024 - Parks Commission Meeting - 7:00 pm

02/19/2024 - City Offices Closed in observance of President's Day

02/20/2024 - City Council Meeting - 6:00 pm

**14. ADJOURNMENT**

CITY OF ST. FRANCIS  
CITY COUNCIL AGENDA

St. Francis Area Schools District Office 4115 Ambassador Blvd. NW  
January 16, 2024  
6:00 p.m.

**1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**

The regular City Council meeting was called to order at 6:00 p.m. by Mayor Joe Muehlbauer.

**2. ROLL CALL**

Members Present: Mayor Joe Muehlbauer, Councilmembers Robert Bauer, Kevin Robinson, and Crystal Kreklow.

Also present: City Administrator Kate Thunstrom, Deputy City Administrator/City Clerk Jenni Wida, Community Development Director Colette Baumgardner, Assistant City Attorney Dave Schaps (Barna, Guzy & Steffen), Public Works Director Paul Carpenter, Fire Chief Dave Schmidt, Finance Director Darcy Mulvihill, City Engineer Craig Jochum (Hakanson Associates, Inc.), Police Chief Todd Schwieger, and City Planner Beth Richmond (HKGi).

**3. APPROVAL OF AGENDA**

MOTION BY: ROBINSON SECOND: KREKLOW APPROVING THE REGULAR CITY COUNCIL AGENDA

Ayes: Bauer, Kreklow, Robinson, and Mayor Muehlbauer.

Nays: None

Motion carries: 4-0

**4. CONSENT AGENDA**

- A. City Council Minutes - January 2, 2024
- B. Stahl Construction – Pay Applications No. 4 – Labor & Material
- C. Acknowledgement to Conduct Excluded Bingo
- D. Police Department Policy Manual
- E. Clear Gov Digital Budget Book purchase
- F. Programmable Logic Controller Replacement
- G. WWTP Biosolids Removal Contract
- H. URRWMO 2025 Budget Ratification
- I. Vacation Rate – Paul Carpenter
- J. Police Department Administrative Assistant Position
- K. Change Orders – City Hall / Fire Station Project
- L. Hiring Part-Time Firefighters
- M. Authorization to Hire Part-time Captains and Lieutenants
- N. Police Department Donation
- O. Police Department Policy Manual

- P. Surplus Property  
*Resolution 2024-03 Declaring Surplus Property*
- Q. Payment of Claims.

MOTION BY: BAUER SECOND: KREKLOW APPROVING THE REGULAR CITY COUNCIL CONSENT AGENDA

Ayes: Bauer, Kreklow, Robinson, and Mayor Muehlbauer.  
Nays: None  
Motion carries: 4-0

**5. MEETING OPEN TO THE PUBLIC**

Mayor Muehlbauer asked City Clerk Wida if they had anyone wanting to speak. She said they did not.

**6. SPECIAL BUSINESS - NONE**

**7. PUBLIC HEARINGS - NONE**

**8. OLD BUSINESS - NONE**

**9. NEW BUSINESS**

A. 2023 Code Revisions – First Reading

Ordinance 325 Modifying Divisions 2, 3, 4, 6, 7, 8, and 9 of the Zoning Code

Ordinance 326 Modifying Chapter 11 Subdivisions in the City Code

City Planner Richmond reviewed the Staff report in regard to code revisions for the Zoning Code and Subdivisions. She shared the Planning Commission recommended approval of the Zoning Code amendments.

Robinson shared he attended the Planning Commission meeting where this was discussed. He asked if there is more that needs to be discussed for the sacred settlements as far as sewer and water requirements. He asked if this type of housing is also transitional and not permanent. Richmond explained that the housing itself would be permanent in place. She shared the regulations from the State Statute, including those that address sewer and water.

Robinson asked if a religious institution were to take on these sacred settlements if they would then have to take on the burden of the added infrastructure. Richmond said yes.

MOTION BY: KREKLOW SECOND: BAUER ADOPTING ORDINANCE 325 MODIFYING DIVISIONS 2, 3, 4, 6, 7, 8, AND 9 OF THE ZONING CODE.

A roll call vote was performed:  
Mayor Muehlbauer            aye  
Councilmember Robinson   aye



Councilmember Bauer aye  
Councilmember Kreklow aye

Motion carried 4-0

MOTION BY: BAUER SECOND: ROBINSON ADOPTING ORDINANCE 326  
MODIFYING CHAPTER 11 SUBDIVISIONS IN THE CITY CODE.

A roll call vote was performed:

Mayor Muehlbauer aye  
Councilmember Robinson aye  
Councilmember Bauer aye  
Councilmember Kreklow aye

Motion carried 4-0

B. Educational Facility Zoning Ordinance Amendment – First Reading  
Ordinance 327 Amending the Zoning Code to allow educational facilities in the  
B-1 District

Richmond reviewed the Staff report concerning an amendment to the Zoning Code for educational facilities in the B-1 District. She shared the Planning Commission's recommendation of approval.

Bauer stated that if they open the B-1 District up to one specific applicant, then they could have a lot of other types of applicants come into the B-1 District, which could take over the integrity of what Bridge Street is supposed to be. He asked if it would be possible to just rezone this specific lot rather than the whole B-1 District. Richmond explained that she would not recommend this based on the way the corridor has been designed and they would not want to 'spot zone' a piece of land.

Bauer stated he does not want to see the B-1 District and Bridge Street degraded. He noted he would not be supportive of allowing this use in the B-1 District.

Robinson asked how this would impact the Rum River Inn if it should be used again. He asked if there would be a distance requirement from an education building to a location that sells alcohol. Baumgardner explained that liquor licenses are distributed by the City under the rules of the State; however, the distance requirements are determined by the City. She said the City Code requires at least 300 feet between the front door of a primary or a secondary school and the front door of an establishment with a liquor license. She noted the amendment is specifically for an educational facility which is designed for students over the age of 18 as this would not impact the City's liquor license requirements. She added that this building would not be classified as a school but rather an educational facility.

Robinson asked if the students at this facility would be over 21 or between the ages

of 18 to 22. Baumgardner said it would be for students between the ages of 18 and 22.

Robinson asked what hardships this would cause if the Council did not pass this ordinance. Chris Lindquist and Deb Parson, 4115 Ambassador Boulevard, came forward and shared that their current student count in the facility is in the low 20s; however, allowing students to stay in the program until they are 22 will cause the attendance to jump into the 30s.

Robinson asked if they were able to transition this program to the new requested building, what would fill the void in the current building. Ms. Parson explained they have a behavioral program on the other side of the current building that has outgrown its space and would take over the existing location.

Robinson asked about the timeline of moving into this building. Mr. Lindquist shared they would like to be in the building by the start of the 2024-2025 school year and would then like a year to work on opening a coffee or merchandise shop for pedestrian traffic.

Robinson asked if the students would be the ones working in the coffee or merchandise shop. Ms. Parson said yes. Mr. Lindquist added that they have already done some work on the front end with their DECA program which already has a merchandise store open in the schools.

Robinson asked if there was an enterprise within the facility if they would be open on weekends as well. Mr. Lindquist stated that being open on the weekends would be a challenge for them as the students would need to be supervised and have adults ready to assist. He noted staffing would be an issue. He added that they would have an opportunity for an online store.

Robinson suggested that they could sublease the corner spot to a private enterprise with the idea that they would employ some of the students. Mr. Lindquist added that they could also offer the job up to some of the high school students as an employment opportunity. He stated there are options.

Mr. Lindquist explained the traffic impacts. He shared the bus drop offs would take place off of Butterfield Drive and not off of Bridge Street. He noted that once the students are on site, there would not be a whole lot of traffic flow throughout the day. He shared they also have a vision of introducing these students to working in the community and they could help clean up businesses or areas of Bridge Street.

Mayor Muehlbauer agreed with Bauer that he does not like that this change would affect the entire B-1 District. He asked why these space needs were not more addressed with the bonding a few years ago. Mr. Lindquist shared that there is no way they could have foreseen the unfunded mandates that came from the State. He said he wished they could have addressed this during bonding.

Mayor Muehlbauer shared other concerns with Bridge Street being guided by the Code and having specific standards. He said he loves the concept and idea of this; however, he is jaded by previous instances where they have had contracts that lasted so long that they were forced into a code violation issue. He stated he would not want to put anyone in a position to take away an IUP, especially from a special needs' facility. He added that his concerns also have to deal with the guiding of Bridge Street and how they intended the accessibility to be within the current standards. He said that he finds it hard to believe that they would be able to meet these concerns with the traffic and the parking that this building would create.

Mayor Muehlbauer noted that an ordinance needs four votes to pass and with only four members of the Council present and two seeming to be against this, he is not sure how they should proceed. City Attorney Schaps stated they can motion to continue this discussion to the next meeting when the whole Council would be present. He added they could also make a motion and if it were to fail it would act as a denial.

Councilmember Robinson stated the B-1 District has been this way for a long time and this building used to belong to ISD-15. He asked if this was overlaid into the B-1 District. Richmond explained that this site is guided in the Comprehensive Plan for public use. She shared that in the B-1 District, schools are not allowed. She noted that before when ISD-15 owned the building it was already an established use and now that it has sat vacant, they need to determine what it should be in the future.

Baumgardner added that this is proposed as an interim use which means that any person who comes forward with an educational facility idea would also have to come forward with a separate application for an interim use permit that would go through the normal process of having a public hearing and being reviewed by the Council before it was allowed. She noted that interim use permits do not have a lot of discretion from the Council and Planning Commission.

Richmond reiterated that this site is guided for public use while the rest of the B-1 District is guided for commercial use.

Kreklow noted they would be able to address any other similar applications that come forward on a case-by-case basis. She added that this site is currently vacant and allowing an education institution to use the building it will give the area life. She noted that this may attract others to come to the community. She explained there are other vacant buildings in the downtown area that are eyesores and when potential businesses or families come through downtown they are met with these empty buildings. She said that anything that they can put in will boost the image of the City. She added that she is in full support of this special education facility as she has a special needs son who could have greatly benefited from this program if it were offered through his school.

Mayor Muehlbauer shared that he can see both sides of this argument. He agreed that this would bring life into the City. He said that he struggles to just allow anything in the City just to have something there.

Bauer asked if they allowed this in the B-1 District if the Council would still have the ability to control the other B-1 areas and not let this go away. Mayor Muehlbauer explained that if they approve the rezoning request, they would need to have findings of facts of why the other applicants would not be able to go into the B-1 District.

Richmond explained that if this does move forward then the applicants would come forward with an IUP application that the Council would be able to review. She added that they could put in additional standards for this kind of IUP if they wanted to.

Bauer stated he is okay with this specific building being used as the applicant is requesting; however, it is the fact that it would open up the entire B-1 District that is concerning to him.

Richmond stated that if they were to just rezone this one area they would still have to apply this to whatever district they rezone it to.

Baumgardner noted that depending on how this was rezoned it could remove the standards that the B-1 District has. She explained if they did rezone this building then there would not be any requirements for this building to have a store or another commercial component. She shared there is an entire section of the code that addresses the Bridge Street design standards to avoid certain concerns that the Council has discussed.

Robinson asked if they would be able to get a commitment from the applicant concerning the commercial aspect as a part of the IUP. Baumgardner stated she does not think they would be able to require this within the IUP as IUPs are timing based rather than having certain commitments. She suggested terms of the IUP that the uses of the building would have to start concurrently to start the operation of the facility and the retail component at the same time.

Mayor Muehlbauer asked if the retail space would fit in with the space they require. Ms. Parson stated the retail space is already a part of their design.

Mayor Muehlbauer reiterated that the City had a contract in the past with a business on Bridge Street and for many years the building sat. He asked if the applicants would be able to gather more information over the next two weeks to bring back forward to the Council.

Bauer shared his biggest concern is that they would be opening up the B-1 District,

including buildings that are already built.

Richmond explained that in the Comprehensive Plan, if there is land that is guided for public use, that would be a place where one of the facilities would fit; however, if the land was guided for commercial, it would not fit. She noted that there are no other sites along Bridge Street that are guided for public use.

MOTION BY: BAUER SECOND: ROBINSON TO CONTINUE THIS ITEM TO THE NEXT COUNCIL MEETING.

Ayes: Bauer, Kreklow, Robinson, and Mayor Muehlbauer.

Nays: None

Motion carries: 4-0

## **10. MEETING OPEN TO THE PUBLIC - NONE**

## **11. REPORTS**

### **A. Fire Department Monthly Report - December**

Fire Chief Schmidt reviewed the Fire Department month report for December 2023 highlighting the average response time of 10 minutes and 35 seconds, which they will continue to manage. He noted they have fully implemented the new records management system. He added that there were 63 runs in the month for a total of 750 runs for all of 2023, which is an increase over 2022. He shared that the average number of firefighters responding to calls was 6.1 for the month which is very encouraging. He noted there 50 EMS calls and 13 fire calls for the month. He reviewed the variance usage and noted two ambulance response times over 20 minutes. He shared there were a total of six fire inspections for the month, three new inspections and three re-inspections.

The Council thanked Schmidt for his great report and asked him to thank his firefighters for their hard work, especially in the temporary facility.

### **B. Community Development 2023 Annual Report**

Baumgardner reviewed the Community Development report for the year of 2023. She reviewed the economic development initiatives of Patriot Parkway, the Bridge Street redevelopment, and the City Hall Fire Station. She discussed innovations and marketing efforts, including participating in many networking events across the metro area. She added that the City hosted an event for the local businesses on the Employee Sick and Safe Leave policy from the State. She also noted the Farmer's Market which kicked off this year. She reviewed the land use development, including residential developments. She explained that the median home value in the City increased by 3% over the last year. She also discussed the new residential developments of the Bluffs at Rum River, Eagle Point, Rivers Edge, Turtle Ponds, and Serenity at Seelye Brook. She reviewed the commercial development projects of AutoZone, the City Hall Fire Station, Dollar General, the dental office expansion, and the Minnetonka Game and Fish Club. She shared that

the Planning Commission met eight times over 2023 and they worked through 11 different code updates and developments. She added that the Planning Commission now has a full commission; however, the Chair of the commission is no longer on the commission. She shared that building department revenues increased slightly over 2022. She discussed code enforcement, which decreased for 2023 to 66 notices sent and only seven citations issued; however, these were large code enforcement cases. She reviewed the administrative projects, including the software transition to BS&A.

The Council thanked Baumgardner for her thorough report and thanked her and her Staff for the hard work this year.

Bauer asked if the property owner at University Avenue has been meeting their requirements cleaning up their property and submitting photos as discussed. Baumgardner said they have submitted four or five photos and are working on cleaning up the property.

Kreklow asked if police calls have continued at this property. Police Chief Schwieger said they have been called out to this site periodically and he is not sure if the calls have slowed down.

Robinson asked about the legal issues that are happening at 3765, 3757, and 3771 Bridge Street. Schnapps discussed the judicially landmark survey process. He explained that they are getting these properties ready so they are marketable and can be sold to a developer. He said all the information has been submitted to the County and they are waiting on the County to go through the titles before they can sign off on this.

Robinson asked if they have title insurance and if it helps pay for things like this. Thunstrom explained that this area is unique. She stated that downtown is platted as an auditor's plat and not a plat like you would see in a subdivisions. She noted this is not covered by title insurance.

Robinson asked if anything had been heard from the 155 acres on 229th Avenue and Raven Street. Baumgardner shared that they have spoken with developers who were interested in this parcel. She shared they have not fully approved a project on this site; however, it sounds like it will be some larger acreage lots.

Robinson asked about the wireless broadband infrastructure and if there was an update from the County on this. Baumgardner explained that the County has not provided much information or updates about this.

## **12. COUNCIL MEMBER REPORTS**

The Council shared the meetings and events they attended over the last few weeks.

Robinson shared he has spoken with the new Bottle Shop Manager Joe Pfeifer and hopes to visit the Bottle Shop soon to check it out. He added that the Area Chamber of Commerce is having their casino night on the 26th.

### **13. UPCOMING EVENTS**

January 2 - New City Hall Hours in effect  
January 22 - Charter Commission Meeting @ 6:30 pm  
February 5 - City Council Meeting @ 6:00 pm  
February 19 - City Offices Closed in observance of President's Day  
February 20 - City Council Meeting @ 6:00 pm  
February 21 - Planning Commission Meeting @ 7:00 pm  
January 29th - February 1st (7:00 am to 3:00 pm) - Recycling Event at Public Works - Appliance and & Motor Oil Drop-Off

### **14. ADJOURNMENT**

MOTION BY: ROBINSON SECOND: BAUER TO ADJOURN THE MEETING.

Ayes: Bauer, Kreklow, Robinson, and Mayor Muehlbauer.

Nays: None

Motion carries: 4-0

There being no further business, Mayor Muehlbauer adjourned the regular City Council at 7:34 p.m.

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Jennifer Wida, City Clerk



## CITY COUNCIL AGENDA REPORT

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**TO:** Kate Thunstrom, City Administrator  
**FROM:** Jenni Wida, City Clerk  
**SUBJECT:** Appointment of Election Judges  
**DATE:** February 5<sup>th</sup>, 2024

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### **OVERVIEW:**

The city of St. Francis will be conducting a Presidential Nomination Primary Election, March 5<sup>th</sup>, 2024. Pursuant to Minnesota Statutes Section 204B.21, election judges for precincts in a municipality must be appointed by the governing body of that municipality.

### **ACTION TO BE CONSIDERED:**

A motion to adopt Resolution 2024-04 a resolution appointing the election judges for the Presidential Nomination Primary Election to be held on March 5<sup>th</sup>, 2024.

### Attachments:

- Resolution 2024-04 – Appointing election judges for the primary election.



**CITY OF ST. FRANCIS  
ST. FRANCIS, MN  
ANOKA COUNTY**

**RESOLUTION 2024-04**

**A RESOLUTION APPOINTING JUDGES OF ELECTION  
FOR THE  
PRESIDENTIAL NOMINATION PRIMARY ELECTION, MARCH 5, 2024**

**Whereas**, the City of St. Francis will be conducting a Presidential Nomination Primary on March 5, 2024; and

**Whereas**, pursuant to Minnesota Statutes Section 204B.21. Election judges for precincts in a municipality must be appointed by the governing body of that municipality; and

**Whereas**, the hourly rate of pay will be \$15.00 for regular election judges and \$15.50 for assistant and head judges.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ST. FRANCIS, ANOKA COUNTY, MINNESOTA, as follows:**

1) That the following persons be appointed to serve as election judges for the for the Presidential Nomination Primary Election, March 5, 2024:

- |                  |                 |
|------------------|-----------------|
| Rose Caswell     | Dawnette Boyd   |
| Melissa Denning  | Therese Cathers |
| Michael Minkler  | Marlene Drozdik |
| Mark Peterson    | Rebecca Gerlach |
| Natalie Santillo | Kathy Minkler   |
| Kathleen Stadel  | Maureen Ness    |
| Ray Steinke      | Jessica Running |
| Greg Zutz        | David Watkins   |
| Louise Grass     | Amber Hotlzer   |
| Robert Jacobson  | Lisa Stoll      |
| Patricia Bloomer | Tim Kizer       |

2) That Council authorize staff to train and hire additional election judges not named here should the need arise.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS, ANOKA COUNTY, MINNESOTA THIS 5<sup>th</sup> DAY OF FEBRUARY, 2024.

APPROVED:

ATTEST:

\_\_\_\_\_  
Joseph Muehlbauer, Mayor

\_\_\_\_\_  
Jennifer Wida, City Clerk



# CITY COUNCIL AGENDA REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Colette Baumgardner, Community Development Director  
**SUBJECT:** Rental License Approvals  
**DATE:** February 5, 2024

**OVERVIEW:**

The City created rental codes in 2014 to work with property owners on registration and expectations. In 2019, codes were updated to address a number of issues that Community Development and the Police Department faced when working with rental properties.

As part of the update, Code was changed to create a process in which Council approves, suspends or revokes Rental Licenses.

The tentative timeline of the City rental program will be as follows:

- November, letter to applicable rental properties
- January 15<sup>th</sup>, rental applications due
- Completed applicants move to Council
- February 1<sup>st</sup> – second letter with late fee to missing applications
- March 16<sup>th</sup> – third letter with late fees to missing applications
- First week of May – first Citation notice to be sent on missing applications

As rental property applications are received, inspections are conducted on select properties. The attached property units with addresses ending in the even numbers have been inspected and are ready for Council approval. The properties to be considered have been shown to meet all of the requirements in City Code Chapter 4, Section 6.

**ACTION TO BE CONSIDERED:**

Approval of Rental Licenses for properties:

RENTAL PROPERTY ADDRESS	OWNER/MANAGER	CITY COUNCIL PACKET
2807 235TH AVE NW	ENGQUIST TYLER & JILL	2/5/2024
4166 228TH AVE NW	WALQUIST, ROBERT & BERTA	2/5/2024
3428 235TH AVE NW	SFR ACQUISITIONS 2022 LLC	2/5/2024
23454 ARROWHEAD ST NW	LAM HAZZARD NICOLE FRITZ HAZZARD	2/5/2024
3074 232ND LN NW	ROBIDEAU, JULIE	2/5/2024
23064 BITTERSWEET ST NW	STATEMA JEFFREY	2/5/2024
3910 233RD AVE NW	THIES & TALLE MANAGEMENT, INC	2/5/2024
3920 233RD AVE NW	THIES & TALLE MANAGEMENT, INC	2/5/2024



**CITY COUNCIL AGENDA  
REPORT**

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**TO:** Kate Thunstrom, City Administrator  
**FROM:** Jenni Wida, City Clerk  
**SUBJECT:** Acknowledgement for Exempt Permit – Bingo/Raffle  
**DATE:** February 5, 2024

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**OVERVIEW:**

Support the Troops MN has applied for an exempt permit with the MN Gambling Control Board. Support the Troops MN would like to hold a bingo and raffle event at the St. Francis American Legion, Post #622 on February 24, 2024.

In order for a nonprofit to conduct a lawful bingo and raffle activity they must apply through the State, receive City acknowledgment of the event and then send the signed application to the Gambling Control Board for official approval.

**ACTION TO BE CONSIDERED:**

A motion would be in order to acknowledge the Application for Exempt Permit from Support the Troops for bingo/raffle event to be held at the St. Francis American Legion.

MINNESOTA LAWFUL GAMBLING

LG240B Application to Conduct Excluded Bingo

No Fee

**ORGANIZATION INFORMATION**

Organization Name: Saint Francis Lions Club Previous Gambling Permit Number: XB-02688-23-024  
 Minnesota Tax ID Number, if any: 2738531 Federal Employer ID Number (FEIN), if any: 41-1672197  
 Mailing Address: PO Box 173  
 City: St. Francis State: MN Zip: 55070 County: Anoka  
 Name of Chief Executive Officer (CEO): Rex Larson  
 CEO Daytime Phone: 612 708 1732 CEO Email: larsonrex@rocketmail.com  
(permit will be emailed to this email address unless otherwise indicated below)  
 Email permit to (if other than the CEO): timholen@ymail.com

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):  
 Fraternal     Religious     Veterans     Other Nonprofit Organization

**Attach a copy of at least one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- Current calendar year Certificate of Good Standing**  
 Don't have a copy? This certificate must be obtained each year from:  
 MN Secretary of State, Business Services Division      Secretary of State website, phone numbers:  
 60 Empire Drive, Suite 100      [www.sos.state.mn.us](http://www.sos.state.mn.us)  
 St. Paul, MN 55103      651-296-2803, or toll free 1-877-551-6767
- Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**  
 Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.
- Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
 If your organization falls under a parent organization, attach copies of both of the following:  
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and  
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**EXCLUDED BINGO ACTIVITY**

Has your organization held a bingo event in the current calendar year?  Yes  No

If yes, list the dates when bingo was conducted: \_\_\_\_\_

The proposed bingo event will be:

- one of four or fewer bingo events held this year. Dates: 3-23-24 & 11-?-24
- OR-
- conducted on up to 12 consecutive days in connection with a:
  - county fair      Dates: \_\_\_\_\_
  - civic celebration      Dates: \_\_\_\_\_
  - Minnesota State Fair      Dates: \_\_\_\_\_

Person in charge of bingo event: Keistin Ferguson Daytime Phone: 763 300 0017

Name of premises where bingo will be conducted: St. Francis Am. Legion

Premises street address: 3073 Bridge St. NW

City: St. Francis If township, township name: \_\_\_\_\_ County: Anoka



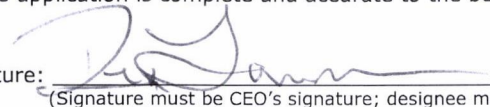
**LG240B Application to Conduct Excluded Bingo**

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**

<p style="text-align: center;"><b>CITY APPROVAL for a gambling premises located within city limits</b></p> <p>On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>_____ Title: _____ Date: _____</p>	<p style="text-align: center;"><b>COUNTY APPROVAL for a gambling premises located in a township</b></p> <p>On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>_____ Title: _____ Date: _____</p>
<div style="border: 1px solid black; padding: 10px; text-align: center; margin: 10px auto; width: 80%;"> <p><b>The city or county must sign before submitting application to the Gambling Control Board.</b></p> </div>	<p><b>TOWNSHIP (if required by the county)</b></p> <p>On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>_____ Title: _____ Date: _____</p>

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer's Signature:  Date: 1-17-23

(Signature must be CEO's signature; designee may not sign)

Print Name: Rex Zassen

**MAIL OR FAX APPLICATION & ATTACHMENTS**

<p>Mail or fax application and a copy of your proof of nonprofit status to:</p> <p style="padding-left: 20px;">Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113 Fax: 651-639-4032</p> <p>An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.</p> <p><b>Questions?</b> Call a Licensing Specialist at 651-539-1900.</p>	<p>Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to <a href="http://www.mn.gov/gcb">www.mn.gov/gcb</a> and click on <b>Distributors</b> under the <b>LIST OF LICENSEES</b> tab, or call 651-539-1900.</p> <p style="text-align: center;">This form will be made available in alternative format (i.e. large print, braille) upon request.</p>
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<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board</p>	<p>will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board</p>	<p>members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management &amp; Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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# CITY COUNCIL AGENDA REPORT

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**TO:** Kate Thunstrom, City Administrator  
**FROM:** Jenni Wida, City Clerk  
**SUBJECT:** Acknowledgement to Conduct Excluded Bingo  
**DATE:** February 5, 2024

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**OVERVIEW:**

Saint Francis Lions Club has submitted an application to Conduct Excluded Bingo with the MN Gambling Control Board. Saint Francis Lions Club would like to hold a bingo events at the St. Francis American Legion, Post #622 on March 23, 2024 & November 2024.

In order for a nonprofit to conduct a lawful bingo activity they must apply through the State, receive City acknowledgment of the event and then send the signed application to the Gambling Control Board for official approval.

**ACTION TO BE CONSIDERED:**

A motion would be in order to acknowledge the Application to Conduct Excluded Bingo from Saint Francis Lions Club for bingo events to be held at the St. Francis American Legion.



MINNESOTA LAWFUL GAMBLING

LG240B Application to Conduct Excluded Bingo

No Fee

ORGANIZATION INFORMATION

Organization Name: Saint Francis Lions Club Previous Gambling Permit Number: XB-02688-23-024  
 Minnesota Tax ID Number, if any: 2738531 Federal Employer ID Number (FEIN), if any: 41-1672197  
 Mailing Address: PO Box 173  
 City: St. Francis State: MN Zip: 55070 County: Anoka  
 Name of Chief Executive Officer (CEO): Rex Larson  
 CEO Daytime Phone: 612 708 1732 CEO Email: larsonrex@rocketmail.com  
(permit will be emailed to this email address unless otherwise indicated below)  
 Email permit to (if other than the CEO): timholen@ymail.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):  
 Fraternal  Religious  Veterans  Other Nonprofit Organization

Attach a copy of at least one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- Current calendar year Certificate of Good Standing**  
 Don't have a copy? This certificate must be obtained each year from:  
 MN Secretary of State, Business Services Division  
 60 Empire Drive, Suite 100  
 St. Paul, MN 55103  
 Secretary of State website, phone numbers:  
[www.sos.state.mn.us](http://www.sos.state.mn.us)  
 651-296-2803, or toll free 1-877-551-6767
- Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**  
 Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.
- Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
 If your organization falls under a parent organization, attach copies of both of the following:  
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and  
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED BINGO ACTIVITY

Has your organization held a bingo event in the current calendar year?  Yes  No

If yes, list the dates when bingo was conducted: \_\_\_\_\_

The proposed bingo event will be:

- one of four or fewer bingo events held this year. Dates: 3-23-24 & 11-?-24
- OR-
- conducted on up to 12 consecutive days in connection with a:
  - county fair Dates: \_\_\_\_\_
  - civic celebration Dates: \_\_\_\_\_
  - Minnesota State Fair Dates: \_\_\_\_\_

Person in charge of bingo event: Keistin Ferguson Daytime Phone: 763 300 0017  
 Name of premises where bingo will be conducted: St. Francis Am. Legion  
 Premises street address: 3073 Bridge St. NW  
 City: St. Francis If township, township name: \_\_\_\_\_ County: Anoka



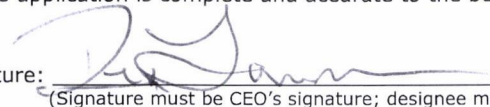
**LG240B Application to Conduct Excluded Bingo**

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**

<p style="text-align: center;"><b>CITY APPROVAL for a gambling premises located within city limits</b></p> <p>On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>_____</p> <p>Title: _____ Date: _____</p>	<p style="text-align: center;"><b>COUNTY APPROVAL for a gambling premises located in a township</b></p> <p>On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>_____</p> <p>Title: _____ Date: _____</p>
<div style="border: 1px solid black; padding: 10px; text-align: center; margin: 10px auto; width: 80%;"> <p><b>The city or county must sign before submitting application to the Gambling Control Board.</b></p> </div>	<p><b>TOWNSHIP (if required by the county)</b></p> <p>On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>_____</p> <p>Title: _____ Date: _____</p>

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer's Signature:  Date: 1-17-23

(Signature must be CEO's signature; designee may not sign)

Print Name: Rex Zassen

**MAIL OR FAX APPLICATION & ATTACHMENTS**

<p>Mail or fax application and a copy of your proof of nonprofit status to:</p> <p style="padding-left: 20px;">Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113 Fax: 651-639-4032</p> <p>An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.</p> <p><b>Questions?</b> Call a Licensing Specialist at 651-539-1900.</p>	<p>Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to <a href="http://www.mn.gov/gcb">www.mn.gov/gcb</a> and click on <b>Distributors</b> under the <b>LIST OF LICENSEES</b> tab, or call 651-539-1900.</p> <p style="text-align: center;">This form will be made available in alternative format (i.e. large print, braille) upon request.</p>
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# CITY COUNCIL AGENDA REPORT

**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** Change Orders – City Hall / Fire Station Project  
**DATE:** February 5, 2024

The following change orders have been submitted for approval for the appropriate contract:

**Project 4020-10 Material - PCO#008**

**Project 4020 Labor - PCO#009**

PCO 008 and 009 are both directly related to the buildings plumbing system. The system has had to undergo mandatory upgrades per state requirements. This includes the installation of additional floor drains, the incorporation of reduced pressure zone assemblies and the integration of a bypass to the softener. Two floor drains were upsized, additional plumbing insulation, and updates to the flowable fill for the flammable waste trap location. These updates and enhancements were specifically highlighted in the final plumbing permit approvals by the State.

**Total cost change to project of \$22,601.90**

**ACTION TO BE CONSIDERED:**

Council to review and approve the change orders as presented authorizing City Administrator to execute PCO/PCCO documents.

Attachments:

- PCO#008 (Material)           \$13,054.25
- PCO#009 (Labor)           \$9,547.65
- Brunton Itemized list of changes

Stahl Construction Company  
 861 E. Hennepin Avenue, Suite 200  
 Minneapolis, Minnesota 55414  
 Phone: (952) 931-9300

 Project: 4020-10 - St. Francis City Hall & Fire Station-Material  
 3740 Bridge Street NW  
 St. Francis, Minnesota 55070

## Prime Contract Potential Change Order #008: PR05/PR05R Plumbing Permit Requirements (Material)

<b>TO:</b>	St. Francis, MN (City of) 23340 Cree Street NW St. Francis, Minnesota 55070	<b>FROM:</b>	Stahl Construction Company 861 E. Hennepin Avenue, Suite 200 Minneapolis, Minnesota 55414
<b>PCO NUMBER/REVISION:</b>	008 / 0	<b>CONTRACT:</b>	4020-10 - St. Francis City Hall & Fire Station-Material
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Ryan Byrne (Stahl Construction Company)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	1/24/2024
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$13,054.25

**POTENTIAL CHANGE ORDER TITLE:** PR05/PR05R Plumbing Permit Requirements (Material)

**CHANGE REASON:** Design Development

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*

CE #012 - PR05 Plumbing Code Updates

ATTN Project Managers:

- Please review the attached PR and associated changes.
- Stahl will issue formal RFQ's (Request for Quotes) to all contractors who we believe will be affected by these changes.
- Please reach out if you do not receive an RFQ but the changes associated with this PR will have cost or schedule impacts to your scope of work. Stahl will ensure an RFQ is sent to you as well.

Thank you.

**Ryan Byrne**

Project Manager

Direct: (952) 767-2116 | Cell: (612) 499-3528

HQ: 861 E. Hennepin Avenue, Ste 200 | Mpls. | MN | 55414

IA: 3175 99th Street | Urbandale | IA | 50322

MN #IR657032 | IA #C104461

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Sent From Procure.

**ATTACHMENTS:**

[AJ Moore PR05R Material.pdf](#) , [PR-05 St. Francis Cover.pdf](#) , [PR-05R St. Francis Cover.pdf](#) , [Falcon PR5 Material.pdf](#) , [Falcon PRO5R Material.pdf](#)

#	Budget Code	Description	Amount
1	22-0000-__-.S Plumbing.SUBCONTRACT	PR05 Updates	\$6,507.00
2	22-0000-__-.S Plumbing.SUBCONTRACT	PR05R Updates	\$5,890.00
3	26-0000-__-.S Electrical / Low Voltage.SUBCONTRACT	PR05 Updates	\$0.00
4	26-0000-__-.S Electrical / Low Voltage.SUBCONTRACT	PR05R Updates	\$528.00
<b>Subtotal:</b>			<b>\$12,925.00</b>
Fee (1.00% Applies to all line item types.):			\$129.25
<b>Grand Total:</b>			<b>\$13,054.25</b>

Ginnie Schneider (Brunton Architects & Engineers, Inc.)

St. Francis, MN (City of)

Stahl Construction Company

23340 Cree Street NW  
 St. Francis, Minnesota 55070

861 E. Hennepin Avenue, Suite 200  
 Minneapolis, Minnesota 55414

\_\_\_\_\_  
 SIGNATURE DATE

\_\_\_\_\_  
 SIGNATURE DATE

\_\_\_\_\_  
 SIGNATURE DATE

Stahl Construction Company  
 861 E. Hennepin Avenue, Suite 200  
 Minneapolis, Minnesota 55414  
 Phone: (952) 931-9300

 Project: 4020 - St. Francis City Hall & Fire Station  
 3740 Bridge St NW  
 St. Francis, Minnesota 55070

## Prime Contract Potential Change Order #009: PR05/05R Plumbing Permit Requirements (Labor)

<b>TO:</b>	St. Francis, MN (City of) 23340 Cree Street NW St. Francis, Minnesota 55070	<b>FROM:</b>	Stahl Construction Company 861 E. Hennepin Avenue, Suite 200 Minneapolis, Minnesota 55414
<b>PCO NUMBER/REVISION:</b>	009 / 0	<b>CONTRACT:</b>	4020- - St. Francis City Hall & Fire Station
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Ryan Byrne (Stahl Construction Company)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	1/24/2024
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$9,547.65

**POTENTIAL CHANGE ORDER TITLE:** PR05/05R Plumbing Permit Requirements (Labor)

**CHANGE REASON:** Design Development

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*  
 CE #011 - PR05 Plumbing Code Updates

ATTN Project Managers:

- Please review the attached PR and associated changes.
- Stahl will issue formal RFQ's (Request for Quotes) to all contractors who we believe will be affected by these changes.
- Please reach out if you do not receive an RFQ but the changes associated with this PR will have cost or schedule impacts to your scope of work. Stahl will ensure an RFQ is sent to you as well.

Thank you.

**Ryan Byrne**  
 Project Manager  
 Direct: (952) 767-2116 | Cell: (612) 499-3528

HQ: 861 E. Hennepin Avenue, Ste 200 | Mpls. | MN | 55414  
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Sent From Procure.

**ATTACHMENTS:**

[\\_PR-05R St. Francis Cover.pdf](#) , [\\_Falcon PR05R Labor.pdf](#) , [\\_AJ Moore PR05 Labor.pdf](#) , [\\_Falcon PR05 Labor.pdf](#) , [\\_PR-05 St. Francis Cover.pdf](#)

#	Budget Code	Description	Amount
1	22-0000-__-.S Plumbing.SUBCONTRACT	PR05 Updates	\$3,872.00
2	26-0000-__-.S DEMO.Electrical/Low Voltage.SUBCONTRACT	PR05 Updates	\$0.00
3	22-0000-__-.S Plumbing.SUBCONTRACT	PR05R Updates	\$4,715.00
4	26-0000-__-.S DEMO.Electrical/Low Voltage.SUBCONTRACT	PR05R Updates	\$506.00
<b>Subtotal:</b>			<b>\$9,093.00</b>
GC Fee 5% (5.00% Applies to all line item types.):			\$454.65
<b>Grand Total:</b>			<b>\$9,547.65</b>

Ginnie Schneider (Brunton Architects & Engineers, Inc.)

St. Francis, MN (City of)

Stahl Construction Company

23340 Cree Street NW  
 St. Francis, Minnesota 55070

861 E. Hennepin Avenue, Suite 200  
 Minneapolis, Minnesota 55414

\_\_\_\_\_  
 SIGNATURE DATE

\_\_\_\_\_  
 SIGNATURE DATE

\_\_\_\_\_  
 SIGNATURE DATE





MANKATO  
225 BELGRADE AVE  
NORTH MANKATO, MN 56003

MINNEAPOLIS  
1040 SIXTH ST SOUTH  
HOPKINS, MN 55343

**PROPOSAL REQUEST 05 (PR-05)**

**ISSUE DATE:** 11-17-2023

**PROJECT NAME:** St. Francis Fire & City Hall

**PROJECT NUMBER:** 22455-1

**ARCHITECT:** Brunton Architects & Engineers  
225 Belgrade Avenue  
North Mankato, MN 56003

**CONSTRUCTION  
MANAGER:** Stahl Construction  
861 Hennepin Avenue  
Suite 200  
Minneapolis, MN 55414

**OWNER:** City of St. Francis  
23340 Cree St. NW  
St. Francis, MN 55070

**DESCRIPTION**

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within fourteen (14) calendar days or notify the Owner and Architect in writing of the anticipated date of submission.

**1. CHANGES TO STRUCTURAL DRAWINGS**

A. Sheet S1.03

1. As requested by Stahl Construction through their subcontractors, the alternate beam sizes for the interior roof beam at or near gridline 5.3 as shown in the attachment are acceptable. The wider widths are to provide longer bearing lengths and more field adjustability. Please note sizes are given to result in minimum top flange widths of 8" and 10" are shown in attached drawing. Either set of sizes are acceptable from a structural point of view.

## 2. CHANGES TO MECHANICAL DRAWINGS

### A. Sheet M2-13

1. Updated roof drain square footage numbers to account for vertical wall area being routed to each roof drain.
2. Added roof slope notations for compliance with plumbing code review.
3. Add 2" VTR for oil interceptor.
4. Add 3" FOVTR for oil interceptor fuel vent.
5. Add 2" VTR for 4" FS-1 vent piping.
6. Revise 2" VTR location serving SP-1.

### B. Sheet P2-10

1. Significant revisions to the Underfloor Sanitary Sewer to address routing to the service location shown on Civil drawings. See revised drawing sheet for new layout. Majority of revisions were located under Room 123, and Rooms 135-144 and how piping tied together. No new fixtures or drops added other than those specifically called out in this PR verbiage.
2. Add 4" FCO-4 and associated piping in Corridor 126.
3. Add 4" FCO-4 and associated piping in TURNOUT GEAR 150.
4. Oil interceptor was relocated back to its original location with note to coordinate installation with Geotechnical to ensure proper measures are taken to avoid compromising the adjacent footing. See revised drawing sheet for location and keynote.
  - a. Structural comment: Proposed location may undermine portions of subgrade below footings for exterior wall. Geotechnical engineer shall review excavation prior to backfilling. Backfilling requirements shall be determined by geotechnical engineer and may well include use of flowable fill for all portions below the top of footing.
5. 2" Vent piping added from outlet of oil interceptor routed adjacent to 3" Fuel Oil Vent.
6. 2" FD-1 in HOSE TOWER 145 has been revised to a 4" FD-1. Add 2" V up as shown.
7. Add 4" FCO-4 to piping serving 4" FD-1.
8. Revise 4" SS piping to 4" FS-1 located under STAIR A 103. Revise 2" V up for FS-1 as shown.
9. Relocated SP-1 as shown. Revise 2" Indirect Waste piping to 4" and extend 4" Indirect Waste piping to new sump location from elevator pit as shown. 4" FD-1 in elevator pit to be installed without p-trap in lieu of 2" FD-1.
10. Revise FD SS piping routing for Floor Drains shown in MECH/ELEC 154 as shown.
11. Revise 3" FOV piping serving oil interceptor as shown.



PH: 507.386.7996 FAX: 507.386.7992

bruntonarchitects.com

C. Sheet P2-11

1. Add 2" DISCH piping from SP-1 elevator sump routed to 4" FS-1 in STAIR A 103.
2. Revise 2" V up/dn as shown serving new 4" FS-1.
3. Revise SCW piping sizes as shown throughout floor plan to account for sizing for flush valve water closets instead of flush tank water closets.
4. Revise HW piping sizes as shown.
5. Add 2" V up/dn as shown serving oil interceptor in SCBA/LAUNDRY 147 chase.
6. Remove HW/SS/V piping that was serving EEW-1 in SCBA/LAUNDRY 147. Emergency eyewash is now integral to SK-3 faucet within room.
7. Locate 4" FCO-4 within TURNOUT GEAR 150 referenced in Sheet P2-10 as shown.
8. Relocate oil interceptor back to original location as shown. Locate associated 4" FCO-4 as shown.
9. Revise Vent piping throughout floor as shown. Also reference to riser diagrams. Intent is for all vent piping serving more than 1 fixture to be 3" to allow of oversizing exemption to horizontal vent piping limitations.
10. Revise piping serving KE-13 dishwasher. Dishwasher will now be supplied water through adjacent SK-2 and shall drain into SK-2 tailpiece. Install in accordance with provisions spelled out in Minnesota Plumbing Code for dishwashers installed in this way. UPC reference Sections 414.3 and 807.3.

D. Sheet P2-12

1. Revise 2" V piping up/dn for 4" FS-1 in STAIR A 103. V piping to extend up to 2" VTR as shown.
2. Add 2" V piping up/dn for oil interceptor sanitary connection in STORAGE 215. V piping to extend up to 2" VTR as shown.
3. Revise Vent piping throughout floor as shown. Also reference to riser diagrams. Intent is for all vent piping serving more than 1 fixture to be 3" to allow oversizing exemption to horizontal vent piping limitations.

E. Sheet P3-11

1. Revised view range to cut off at second floor.
2. Revised all vent piping serving more than 1 fixture to be 3" to allow oversizing exemption to horizontal vent piping limitations.
3. Refer to revised sheets P2-10, P2-11, and P4-11 for added/revised fixtures.



PH: 507.386.7996 FAX: 507.386.7992

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**F. ISSUE Sheet P3-12**

1. Issue drawing sheet showing the DWV piping riser diagram for second floor separate from first floor. This is to allow for more graphical and notation clarity.
2. Revised all vent piping serving more than 1 fixture to be 3" to allow oversizing exemption to horizontal vent piping limitations.

**G. Sheet P3-21**

1. Revised view range to cut off at second floor.
2. Revised the majority of the domestic soft cold water piping to allow for proper sizing of a flush valve water closet system instead of a flush tank water closet system.
3. Revised domestic hot water piping mains through much of the building. Review updated riser diagram labelling pipe sizes.
4. Refer to revised sheets P2-11 and P4-11 for revised fixtures.

**H. ISSUE Sheet P3-22**

1. Issue drawing sheet showing the domestic water piping riser diagram for second floor separate from first floor. This is to allow for more graphical and notation clarity.
2. Revised the majority of the domestic soft cold water piping to allow for proper sizing of a flush valve water closet system instead of a flush tank water closet system.
3. Revised domestic hot water piping branch piping up as shown. Review riser diagram labelling pipe sizes.

**I. Sheet P3-31**

1. Revised Storm Riser Diagram to show updated square footage numbers for each drain.
2. Revised Storm Drain Calculations table for updated square footage numbers.

**J. Sheet P4-11**

1. Adjusted pipe sizes for CW/HW/V piping in all clouded floor plans as referenced in revisions to sheets P2-11, P2-12, P3-11, P3-12, P3-21, and P3-22.
2. Remove 2-1/2" water meter for domestic water service. Domestic water shall tie in downstream of 4" water meter for truck fill line. See updated pipe sizes and section of water meter showing revised routing.



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3. Add 2-1/2" shutoff valve for domestic water piping as shown.
4. Irrigation system was incorporated to project by delegated design. Add 2" irrigation branch piping from 2-1/2" CW domestic cold water piping main routed to the exterior wall by boilers as shown with 2" shutoff valve. Coordinate with Landscaping Contractor exact location to leave the building and coordinate accessories required for irrigation connection that are to be supplied on the building water supply side of connection. Add 2" RPZ to piping branch for protection of the domestic water system.

K. Sheet P6-11

1. PLUMBING FIXTURE SCHEDULE: Added information for SK-1, SK-2, and SK-3.
2. FLOOR DRAIN SCHEDULE: Added 4" FD-1 and 4" FS-1 to schedule.
3. FIXTURE UNIT SUMMARY: Revised FD-1 for Hose Tower to be 4".
4. FIXTURE UNIT SUMMARY: Revised information for sinks.
5. FIXTURE UNIT SUMMARY: Revised CWFU for all Water Closets to reflect proper sizing for flush valve fixtures.
6. SUMP PUMP SCHEDULE: Revised SP-1 depth and remarks.

**3. CHANGES TO ELECTRICAL DRAWINGS**

A. Sheet E1-21

1. In reference to Elev. 102 and Stair A 103, SP-1 (sump pump), dedicated 46" GFI receptacle, and sump pump control panel relocated to under stairs in Stair A 103

**END OF PROPOSAL REQUEST 05 (PR-05)**



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225 BELGRADE AVE  
NORTH MANKATO, MN 56003

MINNEAPOLIS  
1040 SIXTH ST SOUTH  
HOPKINS, MN 55343

**PROPOSAL REQUEST 05R (PR-05R)**

**ISSUE DATE:** 1-3-2024

**PROJECT NAME:** St. Francis Fire & City Hall

**PROJECT NUMBER:** 22455-1

**ARCHITECT:** Brunton Architects & Engineers  
225 Belgrade Avenue  
North Mankato, MN 56003

**CONSTRUCTION  
MANAGER:** Stahl Construction  
861 Hennepin Avenue  
Suite 200  
Minneapolis, MN 55414

**OWNER:** City of St. Francis  
23340 Cree St. NW  
St. Francis, MN 55070

**DESCRIPTION**

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within fourteen (14) calendar days or notify the Owner and Architect in writing of the anticipated date of submission.

**Note: Highlighted items indicate changes from PR-05.**

**1. CHANGES TO MECHANICAL DRAWINGS**

- A. Sheet M2-13
  - 1. Updated roof drain square footage numbers to account for vertical wall area being routed to each roof drain.
  - 2. Added roof slope notations for compliance with plumbing code review.
  - 3. Add 2" VTR for oil interceptor.
  - 4. Add 3" FOVTR for oil interceptor fuel vent.
  - 5. Add 2" VTR for 4" FS-1 vent piping.

6. Revise 2" VTR location serving SP-1.

B. Sheet P2-10

1. Significant revisions to the Underfloor Sanitary Sewer to address routing to the service location shown on Civil drawings. See revised drawing sheet for new layout. Majority of revisions were located under Room 123, and Rooms 135-144 and how piping tied together. No new fixtures or drops added other than those specifically called out in this PR verbiage.
2. Add 4" FCO-4 and associated piping in Corridor 126.
3. Add 4" FCO-4 and associated piping in TURNOUT GEAR 150.
4. Oil interceptor was relocated back to its original location with note to coordinate installation with Geotechnical to ensure proper measures are taken to avoid compromising the adjacent footing. See revised drawing sheet for location and keynote.
5. 2" Vent piping added from outlet of oil interceptor routed adjacent to 3" Fuel Oil Vent.
6. 2" FD-1 in HOSE TOWER 145 has been revised to a 4" FD-1. Add 2" V up as shown.
7. Add 4" FCO-4 to piping serving 4" FD-1.
8. Revise 4" SS piping to 4" FS-1 located under STAIR A 103. Revise 2" V up for FS-1 as shown.
9. Relocated SP-1 as shown. Revise 2" Indirect Waste piping to 4" and extend 4" Indirect Waste piping to new sump location from elevator pit as shown. 4" FD-1 in elevator pit to be installed without p-trap in lieu of 2" FD-1.
10. Revise FD SS piping routing for Floor Drains shown in MECH/ELEC 154 as shown.
11. Revise 3" FOV piping serving oil interceptor as shown.
12. Add 2" FD-1 and associated piping in DIRTY 137 as shown.
13. Add 2" FD-1 and associated piping in DIRTY 141 as shown.
14. Revise 2" FD-1 in MECH/ELEC 154 to be a 2" FS-1.
15. Revise all 2" SD piping serving roof drains above VEST 100 to be 3".
16. Add 4" YCO and associated piping to 12" SD piping leaving the building to the South.
17. Add emergency 2" FD-1 and associated piping to SCBA/LAUNDRY 147. No venting of drain required.
18. Add 3" FD-1 and associated piping to the base of the pit in EXTRACTORS 142. Venting underground to be routed above 45 degree angle to offset as required.

C. Sheet P2-11

1. Add 2" DISCH piping from SP-1 elevator sump routed to 4" FS-1 in STAIR A 103.
2. Revise 2" V up/dn as shown serving new 4" FS-1.



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3. Revise SCW piping sizes as shown throughout floor plan to account for sizing for flush valve water closets instead of flush tank water closets.
4. Revise HW piping sizes as shown. See updated sizes from WHTR's and mains in CORRIDOR 126.
5. Add 2" V up/dn as shown serving oil interceptor in SCBA/LAUNDRY 147 chase.
6. Remove HW/SS/V piping that was serving EEW-1 in SCBA/LAUNDRY 147. Emergency eyewash is now integral to SK-3 faucet within room.
7. Locate 4" FCO-4 within TURNOUT GEAR 150 referenced in Sheet P2-10 as shown.
8. Relocate oil interceptor back to original location as shown. Locate associated 4" FCO-4 as shown.
9. Revise Vent piping throughout floor as shown. Also reference to riser diagrams. Intent is for all vent piping serving more than 1 fixture to be 3" to allow of oversizing exemption to horizontal vent piping limitations.
10. Revise piping serving KE-13 dishwasher. Dishwasher will now be supplied water through adjacent SK-2 and shall drain into SK-2 tailpiece. Install in accordance with provisions spelled out in Minnesota Plumbing Code for dishwashers installed in this way. Reference Sections 414.3 and 807.3.
11. Add 2" V piping for (2) added 2" FD-1 in DIRTY 137 and DIRTY 141 as shown.
12. Add 2" V piping for added 3" FD-1 in EXTRACTORS 142 pit as shown.
13. Revise 3/4" CA piping routing to now route from APPARATUS BAY 148 and drop down along wall and into SCBA/LAUNDRY 147 as shown. Extend to AIR COMPRESSOR 147B.
14. Show 4" YCO for Storm Drainage exterior cleanout.
15. Revise West 2" SD from RD serving VEST 100 canopy to be 3".

D. Sheet P2-12

1. Revise 2" V piping up/dn for 4" FS-1 in STAIR A 103. V piping to extend up to 2" VTR as shown.
2. Add 2" V piping up/dn for oil interceptor sanitary connection in STORAGE 215. V piping to extend up to 2" VTR as shown.
3. Revise Vent piping throughout floor as shown. Also reference to riser diagrams. Intent is for all vent piping serving more than 1 fixture to be 3" to allow oversizing exemption to horizontal vent piping limitations.
4. Revise 6" SD piping serving (2) roof drains located above TRAINING ROOM 209 to be 8".
5. Revise 3/4" CA piping routing as shown.



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E. Sheet P3-11

1. Revised view range to cut off at second floor.
2. Revised all vent piping serving more than 1 fixture to be 3" to allow oversizing exemption to horizontal vent piping limitations.
3. Refer to revised sheets P2-10, P2-11, and P4-11 for added/revise fixtures.

F. **ISSUE Sheet P3-12**

1. Issue drawing sheet showing the DWV piping riser diagram for second floor separate from first floor. This is to allow for more graphical and notation clarity.
2. Revised all vent piping serving more than 1 fixture to be 3" to allow oversizing exemption to horizontal vent piping limitations.

G. Sheet P3-21

1. Revised view range to cut off at second floor.
2. Revised the majority of the domestic soft cold water piping to allow for proper sizing of a flush valve water closet system instead of a flush tank water closet system.
3. Revised domestic hot water piping mains through much of the building. Review updated riser diagram labelling pipe sizes.
4. Refer to revised sheets P2-11 and P4-11 for revised fixtures.

H. **ISSUE Sheet P3-22**

1. Issue drawing sheet showing the domestic water piping riser diagram for second floor separate from first floor. This is to allow for more graphical and notation clarity.
2. Revised the majority of the domestic soft cold water piping to allow for proper sizing of a flush valve water closet system instead of a flush tank water closet system.
3. Revised domestic hot water piping branch piping up as shown. Review riser diagram labelling pipe sizes.

I. Sheet P3-31

1. Revised Storm Riser Diagram to show updated square footage numbers for each drain.
2. Revised Storm Drain Calculations table for updated square footage numbers.



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J. Sheet P4-11

1. Adjusted pipe sizes for CW/HW/V piping in all clouded floor plans as referenced in revisions to sheets P2-11, P2-12, P3-11, P3-12, P3-21, and P3-22.
2. Remove 2-1/2" water meter for domestic water service. Domestic water shall tie in downstream of 4" water meter for truck fill line. See updated pipe sizes and section of water meter showing revised routing.
3. Add 2-1/2" shutoff valve for domestic water piping as shown.
4. Irrigation system was incorporated to project by delegated design. Add 2" irrigation branch piping from 2-1/2" CW domestic cold water piping main routed to the exterior wall by boilers as shown with 2" shutoff valve. Coordinate with Landscaping Contractor exact location to leave the building and coordinate accessories required for irrigation connection that are to be supplied on the building water supply side of connection. Add 2" RPZ to piping branch for protection of the domestic water system.
5. Add emergency 2" FD-1 in LAUNDRY 216 branched off of the top of the previously shown 2" SS piping. Floor drain does not need to be vented.
6. Add (2) 1/2" RPZ backflow preventers in SCW piping to each SG-1 located in STEAM GEN. 143. Route drains from RPZ's to floor drain in room.
7. Add 2-1/2" shutoff valves at the inlet and outlet of the water softener. Add 2-1/2" bypass piping with shutoff valve as shown.

K. Sheet P6-11

1. PLUMBING FIXTURE SCHEDULE: HR-2 to have auto eject plug in lieu of HR-1.
2. PLUMBING FIXTURE SCHEDULE: Added information for SK-1, SK-2, and SK-3.
3. PLUMBING FIXTURE SCHEDULE: Add ASSE 1022 listed backflow preventer to applicable water supplies on OB-1, OB-2, and OB-3.
4. FLOOR DRAIN SCHEDULE: Added 3" FD-1, 4" FD-1, 2" FS-1 and 4" FS-1 to schedule.
5. FIXTURE UNIT SUMMARY: Revised FD-1 for Hose Tower to be 4".
6. FIXTURE UNIT SUMMARY: Revised information for sinks.
7. FIXTURE UNIT SUMMARY: Revised CWFU for all Water Closets to reflect proper sizing for flush valve fixtures.
8. SUMP PUMP SCHEDULE: Revised SP-1 depth and remarks.

**END OF PROPOSAL REQUEST 05R (PR-05R)**



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**CITY COUNCIL AGENDA  
REPORT**

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**TO:** Kate Thunstrom, City Administrator  
**FROM:** Todd Schwieger, Police Chief  
**SUBJECT:** Police Department Policy Manual  
**DATE:** February 5, 2024

---

**OVERVIEW:**

The St. Francis Police Department has adopted Lexipol policy 325, Major Incident Notification which is a new policy. The department has also replaced its current Firearms Policy with Lexipol Firearms Policy 305 and current Missing & Endangered Persons Policy with Lexipol Missing Persons Policy 314.

**ACTION TO BE CONSIDERED:**

St. Francis City Council to review and approve St. Francis Police Department policies 325, Major Incident Notification, 305, Firearms, and 314, Missing Persons.

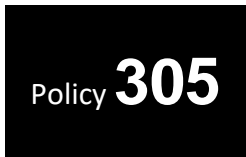
**BUDGET IMPLICATION:**

No direct budget impact as a result of the policy updates.

Attachments:

- Policies 305, 314,& 325





St. Francis Police Department  
Policy Manual

**Firearms**

**305.1 PURPOSE AND SCOPE**

This policy provides guidelines for issuing firearms, the safe and legal carrying of firearms, firearms maintenance and firearms training.

This policy does not apply to issues related to the use of firearms that are addressed in the Use of Force or Officer-Involved Shootings and Deaths policies.

This policy only applies to those members who are authorized to carry firearms.

**305.1.1 AUTHORIZATION TO CARRY FIREARMS**

All licensed personnel shall successfully complete department training regarding the use of force, deadly force, and the use of firearms before being issued a firearm or being authorized to carry a firearm in the course of their duties (Minn. Stat. § 626.8452, Subd. 3; Minn. Stat. § 626.8463).

**305.2 POLICY**

The St. Francis Police Department will equip its members with firearms to address the risks posed to the public and department members by violent and sometimes well-armed persons. The Department will ensure firearms are appropriate and in good working order and that relevant training is provided as resources allow.

**305.3 AUTHORIZED FIREARMS, AMMUNITION AND OTHER WEAPONS**

Members shall only use firearms that are issued or approved by the Department and have been thoroughly inspected by the Firearms Instructor. Except in an emergency or as directed by a supervisor, no firearm shall be carried by a member who has not qualified with that firearm at an authorized department range.

All other weapons not provided by the Department, including, but not limited to, edged weapons, chemical or electronic weapons, impact weapons or any weapon prohibited or restricted by law or that is not covered elsewhere by department policy, may not be carried by members in the performance of their official duties without the express written authorization of the member’s Department Supervisor. This exclusion does not apply to the carrying of a single folding pocketknife that is not otherwise prohibited by law.

**305.3.1 HANDGUNS**

The authorized department-issued handgun is the Sig Sauer P320 9mm.

**305.3.2 SHOTGUNS**

The authorized department-issued shotgun is the Remington 870 and Mossberg 590A Tactical 12 gauge.

When not deployed, the shotgun shall be properly secured consistent with department training in a locking weapons rack in the patrol vehicle.

### 305.3.3 PATROL RIFLES

The authorized department-issued patrol rifle is the .223 caliber.

Members may deploy the patrol rifle in any circumstance where the member can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the patrol rifle may include, but are not limited to:

- (a) Situations where the member reasonably anticipates an armed encounter.
- (b) When a member is faced with a situation that may require accurate and effective fire at long range.
- (c) Situations where a member reasonably expects the need to meet or exceed a suspect's firepower.
- (d) When a member reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage.
- (e) When a member reasonably believes that a suspect may be wearing body armor.
- (f) When authorized or requested by a supervisor.
- (g) When needed to euthanize an animal.

When not deployed, the patrol rifle shall be properly secured consistent with department training in a locking weapons rack in the patrol vehicle.

### 305.3.4 AUTHORIZED SECONDARY HANDGUN

Members desiring to carry department or personally owned secondary handguns are subject to the following restrictions:

- (a) The handgun shall be in good working order and on the department list of approved firearms.
- (b) Only one secondary handgun may be carried at a time.
- (c) The purchase of the handgun and ammunition shall be the responsibility of the member unless the handgun and ammunition are provided by the Department.
- (d) The handgun shall be carried concealed at all times and in such a manner as to prevent unintentional cocking, discharge or loss of physical control.
- (e) The handgun shall be inspected by the Firearms Instructor prior to being carried and thereafter shall be subject to inspection whenever it is deemed necessary.
- (f) Ammunition shall be the same as department issue. If the caliber of the handgun is other than department issue, the Chief of Police or the authorized designee shall approve the ammunition.
- (g) Prior to carrying the secondary handgun, members shall qualify under range supervision and thereafter shall qualify in accordance with the department qualification schedule. Members must demonstrate proficiency and safe handling, and that the handgun functions properly.
- (h) Members shall provide written notice of the make, model, color, serial number and caliber of a secondary handgun to the Firearms Instructor, who will maintain a list of the information.

### 305.3.5 AUTHORIZED OFF-DUTY FIREARMS

The carrying of firearms by members while off-duty is permitted by the Chief of Police but may be rescinded should circumstances dictate (e.g., administrative leave). Members who choose to carry a firearm while off-duty, based on their authority as peace officers, will be required to meet the following guidelines:

- (a) A personally owned firearm shall be used, carried and inspected in accordance with the Personally Owned Firearms requirements in this policy.
  - 1. The purchase of the personally owned firearm and ammunition shall be the responsibility of the member.
- (b) The firearm shall be carried concealed at all times and in such a manner as to prevent unintentional cocking, discharge or loss of physical control.
- (c) It will be the responsibility of the member to submit the firearm to the Firearms Instructor for inspection prior to being personally carried. Thereafter the firearm shall be subject to periodic inspection by the Firearms Instructor.
- (d) Prior to carrying any off-duty firearm, the member shall demonstrate to the Firearms Instructor that he/she is proficient in handling and firing the firearm and that it will be carried in a safe manner.
- (e) The member will successfully qualify with the firearm prior to it being carried.
- (f) Members shall provide written notice of the make, model, color, serial number and caliber of the firearm to the Firearms Instructor, who will maintain a list of the information.
- (g) If a member desires to use more than one firearm while off-duty, he/she may do so, as long as all requirements set forth in this policy for each firearm are met.
- (h) Members shall only carry department-authorized ammunition
- (i) When armed, officers shall carry their badges and St. Francis Police Department identification cards under circumstances requiring possession of such identification.

### 305.3.6 AMMUNITION

Members shall carry only department-authorized ammunition. Members shall be issued fresh duty ammunition in the specified quantity for all department-issued firearms during the member's firearms qualification. Replacements for unserviceable or depleted ammunition issued by the Department shall be dispensed by the Firearms Instructor when needed, in accordance with established policy.

### 305.4 EQUIPMENT

Firearms carried on- or off-duty shall be maintained in a clean, serviceable condition. Maintenance and repair of authorized personally owned firearms are the responsibility of the individual member.

**305.4.1 REPAIRS OR MODIFICATIONS**  
Each member shall be responsible for promptly reporting any damage or malfunction of an assigned firearm to a supervisor or the Firearms Instructor.

Firearms that are the property of the Department or personally owned firearms that are approved for department use may be repaired or modified only by a person who is department-approved and certified as an armorer or gunsmith in the repair of the specific firearm. Such modification or repair must be authorized in advance by the Firearms Instructor.

### 305.4.2 HOLSTERS

Only department-approved holsters shall be used and worn by members. Members shall periodically inspect their holsters to make sure they are serviceable and provide the proper security and retention of the handgun.

### 305.4.3 TACTICAL LIGHTS

Tactical lights may only be installed on a firearm carried on- or off-duty after they have been examined and approved by the Firearms Instructor. Once the approved tactical lights have been properly installed on any firearm, the member shall qualify with the firearm to ensure proper functionality and sighting of the firearm prior to carrying it.

### 305.5 SAFE HANDLING, INSPECTION AND STORAGE

Members shall maintain the highest level of safety when handling firearms and shall consider the following:

- (a) Members shall not unnecessarily display or handle any firearm.
- (b) Members shall be governed by all rules and regulations pertaining to the use of the range and shall obey all orders issued by the Firearms Instructor. Members shall not dry fire or practice quick draws except as instructed by the Firearms Instructor or other firearms training staff.
- (c) Members shall not clean, repair, load or unload a firearm anywhere in the Department, except where clearing barrels are present.
- (d) Shotguns or rifles removed from vehicles or the equipment storage room shall be loaded and unloaded in the parking lot and outside of the vehicle, using clearing barrels.
- (e) Members shall not place or store any firearm or other weapon on department premises except where the place of storage is locked. No one shall carry firearms into the jail section or any part thereof when securing or processing an arrestee, but shall place all firearms in a secured location. Members providing access to the jail section to persons from outside agencies are responsible for ensuring firearms are not brought into the jail section.
- (f) Members shall not use any automatic firearm, heavy caliber rifle, gas or other type of chemical weapon or firearm from the armory, except with approval of a supervisor.
- (g) Any firearm authorized by the Department to be carried on- or off-duty that is determined by a member to be malfunctioning or in need of service or repair shall not  
  
be carried. It shall be promptly presented to the Department or a Firearms Instructor approved by the Department for inspection and repair. Any firearm deemed in need of repair or service by the Firearms Instructor will be immediately removed from service. If the firearm is the member's primary duty firearm, a replacement firearm will be issued to the member until the duty firearm is serviceable.

#### 305.5.1 INSPECTION AND STORAGE

Handguns shall be inspected regularly and upon access or possession by another person. Shotguns and rifles shall be inspected at the beginning of the shift by the member to whom the weapon is issued. The member shall ensure that the firearm is carried in the proper condition and loaded with approved ammunition. Inspection of the shotgun and rifle shall be done while standing outside of the patrol vehicle. All firearms shall be pointed in a safe direction or into clearing barrels.

#### 305.5.2 STORAGE AT HOME

Members shall ensure that all firearms and ammunition are locked and secured while in their homes, vehicles or any other area under their control, and in a manner that will keep them inaccessible to children and others who should not have access. Members shall not permit department-issued firearms to be handled by anyone not authorized by the Department to do so. Members should be aware that negligent storage of a firearm could result in civil and criminal liability (Minn. Stat. § 609.666; Minn. Stat. § 609.378).

### 305.5.3 ALCOHOL AND DRUGS

Firearms shall not be carried by any member, either on- or off-duty, who has consumed an amount of an alcoholic beverage, taken any drugs or medication, or has taken any combination thereof that would tend to adversely affect the member's senses or judgment.

### 305.6 FIREARMS TRAINING AND QUALIFICATIONS

All members who carry a firearm while on-duty are required to successfully complete training quarterly with their duty firearms. In addition to quarterly training, all members will qualify at least annually with their duty firearms (Minn. Stat. § 626.8452). Officers will also receive training on this policy, including the learning objectives as provided by POST, at least annually (Minn. Stat.

§ 626.8452, Subd. 3).

Members will qualify with off-duty and secondary firearms at least annually.

Training and qualifications must be on an approved range course.

At least annually, all members carrying a firearm should receive practical training designed to simulate field situations including low-light shooting.

#### 305.6.1 NON-CERTIFICATION OR NON-QUALIFICATION

If any member fails to meet minimum standards for firearms training or qualification for any reason, including injury, illness, duty status or scheduling conflict, that member shall submit a memorandum to his/her immediate supervisor prior to the end of the required training or qualification period.

Those who fail to meet minimum standards or qualify on their first shooting attempt shall be provided remedial training and will be subject to the following requirements:

- (a) Additional range assignments may be scheduled to assist the member in demonstrating consistent firearm proficiency.
- (b) Members shall be given credit for a range training or qualification when obtaining a qualifying score or meeting standards after remedial training.
- (c) No range credit will be given for the following:
  - 1. Unauthorized range make-up
  - 2. Failure to meet minimum standards or qualify after remedial training

Members who repeatedly fail to meet minimum standards will be removed from field assignment and may be subject to disciplinary action.

### 305.7 FIREARM DISCHARGE

Except during training or recreational use, any member who discharges a firearm intentionally or unintentionally, on- or off-duty, shall make a verbal report to his/her supervisor as soon as circumstances permit. If the discharge results in injury or death to another person, additional statements and reports shall be made in accordance with the Officer-Involved Shootings and Deaths Policy. If a firearm was discharged as a use of force, the involved member shall adhere to the additional reporting requirements set forth in the Use of Force Policy.

In all other cases, written reports shall be made as follows:

- (a) If on-duty at the time of the incident, the member shall file a written report with his/her Department Supervisor or provide a recorded statement to investigators prior to the end of shift, unless otherwise directed.
- (b) If off-duty at the time of the incident, a written report shall be submitted or recorded statement provided no later than the end of the next regularly scheduled shift, unless otherwise directed by a supervisor.

#### 305.7.1 DESTRUCTION OF ANIMALS

Members are authorized to use firearms to stop an animal in circumstances where the animal reasonably appears to pose an imminent threat to human safety and alternative methods are not reasonably available or would likely be ineffective.

In circumstances where there is sufficient advance notice that a potentially dangerous animal may be encountered, department members should develop reasonable contingency plans for dealing with the animal (e.g., fire extinguisher, conducted energy device, oleoresin capsicum (OC) spray, animal control officer). Nothing in this policy shall prohibit any member from shooting a dangerous animal if circumstances reasonably dictate that a contingency plan has failed, becomes impractical, or if the animal reasonably appears to pose an imminent threat to human safety.

#### 305.7.2 INJURED ANIMALS

A member may euthanize an animal that is so badly injured that human compassion requires its removal from further suffering and where other dispositions are impractical.

#### 305.7.3 WARNING AND OTHER SHOTS

Warning shots may not be discharged.

#### 305.7.4 REPORTING FIREARMS DISCHARGE

The Chief of Police shall notify the Commissioner of Public Safety within 30 days of an on-duty firearm discharge, except when the discharge is in the course of training or destruction of animals (described in this policy). The notification shall contain information concerning the reason for and circumstances surrounding the discharge (Minn. Stat. § 626.553).

### 305.8 FIREARMS INSTRUCTOR DUTIES

The range will be under the exclusive control of the Firearms Instructor. All members attending will follow the directions of the Firearms Instructor. The Firearms Instructor will maintain a roster of all members attending the range and will submit the roster to the Instructor after each range date. Failure of any member to sign in and out with the Firearms Instructor may result in nonparticipation or non-qualification.

The range shall remain operational and accessible to department members during hours established by the Department.

The Firearms Instructor has the responsibility of making periodic inspection, at least once a year, of all duty firearms carried by members of this department to verify proper operation. The Firearms Instructor has the authority to deem any department-issued or privately owned firearm unfit for service. The member will be responsible for all repairs to his/her personally owned firearm; it will not be returned to service until inspected and approved by the Firearms Instructor.

The Firearms Instructor has the responsibility for ensuring each member meets the minimum requirements during training shoots and, on at least a yearly basis, can demonstrate proficiency in the care, cleaning and safety of all firearms the member is authorized to carry.

The Firearms Instructor shall complete and submit to the Instructor documentation of the courses provided. Documentation shall include the qualifications of each instructor who provides the training, a description of the training provided and, on a form that has been approved by the Department, a list of each member who completes the training. The Firearms Instructor should keep accurate records of all training shoots, qualifications, repairs, maintenance or other records as directed by the Instructor.

### 305.9 FLYING WHILE ARMED

The Transportation Security Administration (TSA) has imposed rules governing law enforcement officers flying armed on commercial aircraft. The following requirements apply to personnel who intend to be armed while flying on a commercial air carrier or flights where screening is conducted (49 CFR 1544.219):

- (a) Officers wishing to fly while armed must be flying in an official capacity, not for vacation or pleasure, and must have a need to have the firearm accessible, as determined by the Department based on the law and published TSA rules.
- (b) Officers must carry their St. Francis Police Department identification card, bearing the officer's name, a full-face photograph, identification number, the officer's signature, and the signature of the Chief of Police or the official seal of the Department and must present this identification to airline officials when requested. The officer should also carry the standard photo identification needed for passenger screening by airline and TSA officials (e.g., driver's license, passport).
- (c) The St. Francis Police Department must submit a National Law Enforcement Telecommunications System (NLETS) message prior to the officer's travel. If approved, TSA will send the St. Francis Police Department an NLETS message containing a unique alphanumeric identifier. The officer must present the message on the day of travel to airport personnel as authorization to travel while armed.
- (d) An official letter signed by the Chief of Police authorizing armed travel may also accompany the officer. The letter should outline the officer's need to fly armed, detail the itinerary, and include that the officer has completed the mandatory TSA training for a law enforcement officer flying while armed.
- (e) Officers must have completed the mandated TSA security training covering officers flying while armed. The training shall be given by the department-appointed instructor.
- (f) It is the officer's responsibility to notify the air carrier in advance of the intended armed travel. This notification can be accomplished by early check-in at the carrier's checkin counter.
- (g) Any officer flying while armed should discreetly contact the flight crew prior to take-off and notify them of the officer's assigned seat.
- (h) Discretion must be used to avoid alarming passengers or crew by displaying a firearm. The officer must keep the firearm concealed on the officer's person at all times. Firearms are not permitted in carry-on luggage and may not be stored in an overhead compartment.
- (i) Officers should resolve any problems associated with flying armed through the flight captain, ground security manager, TSA representative, or other management representative of the air carrier.
- (j) Officers shall not consume alcoholic beverages while aboard an aircraft, or within eight hours prior to boarding an aircraft.

### 305.10 CARRYING FIREARMS OUT OF STATE

Qualified, active, full-time officers of this department are authorized to carry a concealed firearm in all other states subject to the following conditions (18 USC § 926B):

- (a) The officer shall carry the officer's St. Francis Police Department identification card whenever carrying such weapon.
- (b) The officer is not the subject of any current disciplinary action.
- (c) The officer may not be under the influence of alcohol or any other intoxicating or hallucinatory drug.

(d) The officer will remain subject to this and all other department policies (including qualifying and training).

Officers are cautioned that individual states may enact local regulations that permit private persons or entities to prohibit or restrict the possession of concealed firearms on their property, or that prohibit or restrict the possession of firearms on any state or local government property, installation, building, base, or park. Federal authority may not shield an officer from arrest and prosecution in such locally restricted areas.

Active law enforcement officers from other states are subject to all requirements set forth in 18 USC § 926B.



**Former Firearms Policy Replaced by Lexipol Policy 305, Firearms.**



<b>TITLE: FIREARM POLICY</b>	<b>NUMBER: 327</b>
<b>EFFECTIVE DATE: 01/01/2020</b>	<b>REVIEW DATE: 01/01/2023</b>

**327.01 CONDITIONS OF DISCHARGE**

- A. A weapon may be discharged to exterminate a dangerous animal for self-defense, to prevent substantial harm to the officer or others, and when the animal is so badly injured that humanity requires its destruction to prevent further suffering.
  
- B. A weapon may be discharged for target practice at an approved range when accompanied by another competent person or shooting competition on an approved range and under the supervision of an approved firearms instructor or range officer.

**327.02 PROHIBITED USE OF FIREARMS**

Firearms shall not be discharged in the following situations:

- A. As a warning shot
  
- B. In violation of Minnesota State Statutes.

**327.03 SAFE HANDLING OF FIREARMS**

While lawfully acting in the capacity of a St. Francis peace officer, except for general maintenance, storage, or authorized training, officers shall not draw or exhibit, their department approved firearm unless circumstances create reasonable cause to believe that it may be necessary to lawfully use the weapon in conformance with other sections of this policy. This section applies to all officers, whether on-duty or off-duty.

**327.04 OFF-DUTY WEAPON**

Officers are not required to carry a handgun off-duty. An officer who elects not to carry a handgun while off-duty shall not be subject to disciplinary action if an occasion should arise, in which the officer could have taken police action if he/she were armed. Anytime a firearm is carried off-duty, the officer shall possess and have readily accessible their badge and/or police identification card. Off-duty firearms should be carried in a concealed manner whenever possible. If the firearm is visible to the public, the badge must be visible also. The St Francis Police Department prohibits any officer from carrying a handgun or ammunition off-duty while using or under the influence of alcohol or drugs. All officers must qualify with their off-duty weapon if it is a different weapon from what is carried on-duty.

**327.05 DEPARTMENT APPROVED FIREARM**

A department approved firearm, is any weapon owned by the St. Francis Police Department or owned by a licensed peace officer employed by the St. Francis Police Department and has been approved for duty use by the department. Approval for duty use means that the officer has qualified in the handling of the weapon and actual firing along with cleaning and disassembly. Officers must qualify annually with the department-approved firearm being carried on duty. A qualified range instructor shall attest to this qualification.

**327.06 SECONDARY WEAPONS**

- A. The Chief of Police or designee must approve all secondary weapons in advance.
- B. Officers will qualify with their secondary weapons annually.
- C. The Chief of Police or designee must approve the method of carry.
- D. Officers may be responsible for ammunition and weapon maintenance for secondary weapons.

**327.07 REMOVAL OF FIREARMS FROM SQUADS**

Officers shall remove all firearms from department vehicles prior to leaving the vehicle at any location away from the police department for service or repairs. The weapons do not need to be removed if an officer will be standing by waiting for service to be completed

(ex: radio repair, bus garage). The weapons shall be secured in the gun safe until the vehicle is brought back to the police department from the repair location.

**327.08 DUTY WEAPON**

- A. All officers shall carry a department issued Sig Sauer P320 9MM Handgun.

Policy **314**

St. Francis Police Department  
Policy Manual

**Missing Persons**

314.1 PURPOSE AND SCOPE

This policy provides guidance for handling missing person investigations.

314.1.1 DEFINITIONS

Definitions related to this policy include:

**Endangered** - A person the Department has confirmed is missing and there is sufficient evidence to indicate that the person is at risk of physical injury or death. Examples include (Minn. Stat. § 299C.52):

- (a) The person is missing because of a confirmed abduction or under circumstances that indicate the person's disappearance was not voluntary.
- (b) The person is missing under known dangerous circumstances.
- (c) The person is missing more than 30 days.
- (d) The person is under the age of 21 and at least one other factor is applicable.
- (e) There is evidence that the person is in need of medical attention or prescription medication such that it will have a serious adverse effect on the person's health if the person does not receive the needed care or medication.
- (f) The person does not have a pattern of running away or disappearing.
- (g) The person is mentally impaired.
- (h) There is evidence that a non-custodial parent may have abducted the person.
- (i) The person has been the subject of past threats or acts of violence.
- (j) There is evidence that the person is lost in the wilderness, backcountry or outdoors where survival is precarious and immediate and effective investigation and searchand-rescue efforts are critical.
- (k) Any other factor the Department deems to indicate the person may be at risk of physical injury or death, including a determination by another law enforcement agency that the person is missing and endangered.
- (l) There is sufficient evidence that a child is with a person who presents a threat of immediate physical injury to the child or physical or sexual abuse of the child.
- (m) Qualify for a state AMBER Alert™ pursuant to Minn. Stat. § 299A.61, Subd. 1.

**Missing person** - Any person who is reported missing to law enforcement when that person's location is unknown. This includes any person under the age of 18 or who is certified or known to be mentally incompetent (Minn. Stat. § 299C.52).

**Missing person networks** - Databases or computer networks that are available to law enforcement and are suitable for obtaining information related to missing person investigations. This includes the National Crime Information Center (NCIC), the

Minnesota Justice Information Services (MNJIS), the Minnesota Missing and Unidentified Persons Clearinghouse and the Minnesota Crime Alert Network.

### 314.2 POLICY

The St. Francis Police Department does not consider any report of a missing person to be routine and assumes that the missing person is in need of immediate assistance until an investigation reveals otherwise. Priority shall be given to missing person cases over property-related cases. Members will initiate an investigation into all reports of missing persons, regardless of the length of time the person has been missing.

### 314.3 ACCEPTANCE OF REPORTS

Any member encountering a person who wishes to report a missing person or runaway shall render assistance without delay. This can be accomplished by accepting the report via telephone or in person and initiating the investigation. Those members who do not take such reports or who are unable to give immediate assistance shall promptly dispatch or alert a member who can take the report.

A report shall be accepted in all cases and regardless of where the person was last seen, where the person resides or any question of jurisdiction (Minn. Stat. § 299C.53, Subd.1(a)).

### 314.4 INITIAL INVESTIGATION

Officers or other members conducting the initial investigation of a missing person should take the following investigative actions as applicable:

- (a) Respond to a dispatched call as soon as practicable. Obtain a detailed description of the missing person, as well as a description of any related vehicle and/or abductor.
- (b) Interview the reporting party and any witnesses to determine whether the person qualifies as a missing person and, if so, whether the person may be endangered (Minn. Stat. § 299C.53, Subd. 1(b)). Interviews should be conducted separately, if practicable.
- (c) Consult with the Bureau of Criminal Apprehension (BCA) if the person is determined to be an endangered missing person (Minn. Stat. § 299C.53, Subd. 1(b)).
- (d) Canvass the last known area where the missing person was seen, if known. A search of the location where the incident took place, if known, should also be conducted and a search warrant obtained if necessary.
- (e) Determine when, where and by whom the missing person was last seen. Interview the person who last had contact with the missing person.
- (f) Notify a supervisor immediately if there is evidence that a missing person is either endangered or may qualify for a public alert, or both (see the Public Alerts Policy).
- (g) Issue an "Attempt to Locate" (ATL) or similar alert if the person is under 18 years of age or there is evidence that the missing person is endangered. The alert should be issued as soon as practicable but in no event more than one hour after determining the missing person is under 18 years of age or may be endangered.
- (h) Relay known details to all on-duty personnel as well as other local or surrounding law enforcement agencies using local and state databases.
- (i) Ensure that entries are made into the appropriate missing person networks:

1. Immediately, when the missing person is endangered (Minn. Stat. § 299C.53, Subd. 1(b)).
  2. Immediately, when the person is under 21 years of age, regardless of determination/status.
  3. In all other cases, as soon as practicable, but not later than two hours from the time of the initial report.
- (j) Complete the appropriate report forms accurately and completely and initiate a search as applicable under the facts.
- (k) Collect and/or review:
1. A photograph and fingerprint card of the missing person, if available (Minn. Stat. § 299C.54, Subd. 2).
    - (a) A voluntarily provided biological sample of the missing person, if available (e.g., toothbrush, hairbrush).
  2. Any documents that may assist in the investigation, such as court orders regarding custody.
  3. Any other evidence that may assist in the investigation, including personal electronic devices (e.g., cell phones, computers).
- (l) When circumstances permit and if appropriate, attempt to determine the missing person's location through his/her telecommunications carrier.
- (m) Contact the appropriate agency if the report relates to a missing person report previously made to another agency and that agency is actively investigating the report. When this is not practicable, the information should be documented in an appropriate report for transmission to the appropriate agency. If the information relates to an endangered missing person, the member should notify a supervisor and proceed with reasonable steps to locate the missing person.
- (n) Implement multi-jurisdictional coordination/mutual aid plan as appropriate such as when:
1. The primary agency has limited resources.
  2. The investigation crosses jurisdictional lines.
  3. Jurisdictions have pre-established task forces or investigative teams.

#### 314.4.1 CRIME SCENE INVESTIGATION AND MANAGEMENT

If a crime scene is identified, it should be secured and a command post or operation base located at a reasonable distance from the crime scene. Staff and assign the responsibilities for command post supervisor, media specialist, search coordinator, investigative coordinator, communication officer and support unit coordinator. Provide two liaison officers (one at the command post and one at the crime scene). The role of the liaison at the home will include facilitating support and advocacy for the family.

The investigation of the scene and the crime should consider various elements, including:

- (a) Establishing the ability to “trap and trace” all incoming calls. Consider setting up a separate telephone line or cellular telephone for department use and follow-up on all leads.
- (b) Compiling a list of known sex offenders in the region.
- (c) In cases of infant abduction, investigating claims of home births made in the area.
- (d) In cases involving children, obtaining child protective agency records for reports of child abuse.
- (e) Reviewing records for previous incidents related to the missing person and prior law enforcement activity in the area, including prowlers, indecent exposure, attempted abductions, etc.



- (f) Obtaining the missing person's medical and dental records, fingerprints and a biological sample when practicable or within 30 days.
- (g) Creating a missing person profile with detailed information obtained from records and interviews with family and friends, describing the missing person's health, relationships, personality, problems, life experiences, plans, equipment, etc.
- (h) Interviewing delivery personnel, employees of gas, water, electric and cable companies, taxi drivers, post office personnel, sanitation workers, etc.
- (i) Determining if outside help is needed and the merits of utilizing local, state and federal resources related to specialized investigative needs, including:
  - 1. Investigative resources (e.g., search and rescue).
  - 2. Interpretive resources.
  - 3. Telephone services, such as traps, traces and triangulation.
  - 4. Media assistance from local and national sources.
- (j) Using secure electronic communication information, such as the missing person's cellular telephone number, e-mail address and information from social networking sites.
- (k) Appointing an officer to communicate with the family/reporting party or their designee. The officer will be the primary point of contact for the family/reporting party or their designee, and should provide contact information and the family information packet (if available) to the family/reporting party or their designee.
- (l) Providing general information to the family/reporting party or their designee about the handling of the missing person case or about any intended efforts, only to the extent that disclosure would not adversely affect the department's ability to locate or protect the missing person or to apprehend or criminally prosecute any person in connection to the case.

### 314.5 REPORT PROCEDURES AND ROUTING

Members should complete all missing person reports and forms promptly and advise the appropriate supervisor as soon as a missing person report is ready for review.

#### 314.5.1 SUPERVISOR RESPONSIBILITIES

The responsibilities of the supervisor shall include, but are not limited to:

- (a) Reviewing and approving missing person reports upon receipt.
  - (1) The reports should be promptly sent to Records.
- (b) Ensuring resources are deployed as appropriate.
- (c) Initiating a command post as needed.
- (d) Ensuring applicable notifications and public alerts are made and documented.
- (e) Ensuring that records have been entered into the appropriate missing persons networks.
- (f) Taking reasonable steps to identify and address any jurisdictional issues to ensure cooperation among agencies.
  - 1. If the case falls within the jurisdiction of another agency, the supervisor should facilitate transfer of the case to the agency of jurisdiction.

### 314.5.2 RECORDS RESPONSIBILITIES

The responsibilities of the Records receiving member shall include, but are not limited to:

- (a) As soon as reasonable under the circumstances, notifying and forwarding a copy of the report to the agency of jurisdiction for the missing person's residence in cases where the missing person is a resident of another jurisdiction.
- (b) Notifying and forwarding a copy of the report to the agency of jurisdiction where the missing person was last seen.
- (c) Notifying and forwarding a copy of the report to the agency of jurisdiction for the missing person's intended or possible destination, if known.
- (d) Forwarding a copy of the report to the Investigations.
- (e) Coordinating with the NCIC Terminal Contractor for Minnesota to have the missing person record in the NCIC computer networks updated with additional information obtained from missing person investigations (34 USC § 41308).

### 314.6 INVESTIGATIONS FOLLOW-UP

In addition to completing or continuing any actions listed above, the investigator assigned to a missing person investigation:

- (a) Should ensure that the missing person's school is notified within 10 days if the missing person is a juvenile.
  - 1. The notice shall be in writing and should also include a photograph.
  - 2. The investigator should meet with school officials as appropriate to stress the importance of including the notice in the child's student file, along with the investigator's contact information if the school receives a call requesting the transfer of the missing child's files to another school.
- (b) Should recontact the reporting person and/or other witnesses within 30 days of the initial report and within 30 days thereafter to determine if any additional information has become available.
- (c) Shall review the case file to determine whether any additional information received on the missing person indicates that the person is endangered, and shall update applicable state or federal databases accordingly (Minn. Stat. § 299C.535(b); Minn. Stat. § 299C.535(c)).
- (d) Shall attempt to obtain the following, if not previously obtained, if the person remains missing after 30 days (Minn. Stat. § 299C.535(a)):
  - 1. Biological samples from family members and, if possible, from the missing person
  - 2. Dental information and X-rays
  - 3. Additional photographs and video that may aid the investigation or identification
  - 4. Fingerprints
  - 5. Any other specific identifying information
- (e) Should consider contacting other agencies involved in the case to determine if any additional information is available.
- (f) Shall verify and update the Minnesota Justice Information Services (MNJIS), the Minnesota Missing and Unidentified Persons Clearinghouse, NCIC and any other applicable missing person networks within 30 days of the original entry into the networks and every 30 days thereafter until the missing person is located (34 USC § 41308).
- (g) Should continue to make reasonable efforts to locate the missing person and document these efforts at least every 30 days.

- (h) Should consider taking certain actions if a person is missing after a prolonged period, generally exceeding 45 days. Those actions include:
  - 1. Developing a profile of the possible abductor.
  - 2. Using a truth verification device for parents, spouse and other key individuals.
  - 3. Reviewing all reports and transcripts of interviews, revisiting the crime scene, reviewing all photographs and videotapes, reinterviewing key individuals and reexamining all physical evidence collected.
  - 4. Reviewing all potential witness/suspect information obtained in the initial investigation and considering background checks on anyone of interest identified in the investigation.
  - 5. Periodically checking pertinent sources of information about the missing person for any activity, such as telephone, bank, Internet or credit card activity.
  - 6. Developing a time line and other visual exhibits.
  - 7. Critiquing the results of the ongoing investigation with appropriate investigative resources.
  - 8. Arranging for periodic media coverage.
  - 9. Considering the use of rewards and crime-stoppers programs.
  - 10. Maintaining contact with the family and/or the reporting party or designee, as appropriate.
- (i) Shall maintain a close liaison with state and local child welfare systems and the National Center for Missing and Exploited Children (NCMEC) if the missing person is under the age of 21 and shall promptly notify NCMEC when the person is missing from a foster care family home or childcare institution (34 USC § 41308).
- (j) Should make appropriate inquiry with the Medical Examiner.
- (k) Should obtain and forward medical and dental records, photos, X-rays and biological samples, as applicable.
- (l) Shall attempt to obtain the most recent photograph for persons under 18 years of age if it has not been obtained previously, forward the photograph to BCA (Minn. Stat. § 299C.54) and enter the photograph into applicable missing person networks (34 USC § 41308).
- (m) Should consider making appropriate entries and searches in the National Missing and Unidentified Persons System (NamUs).
- (n) In the case of an endangered missing person or a person who has been missing for an extended time, should consult with a supervisor regarding seeking federal assistance from the FBI and the U.S. Marshals Service (28 USC § 566).

### 314.7 WHEN A MISSING PERSON IS FOUND

When any person reported missing is found, the assigned officer or investigator shall document the location of the missing person in the appropriate report, notify the reporting party and other involved agencies and refer the case for additional investigation if warranted.

The officer or investigator shall ensure that, upon receipt of information that a missing person has been located, the following occurs:

- (a) A missing child's school is notified.
- (b) Entries are made in the applicable missing person networks (Minn. Stat. § 299C.53, Subd. 2).

- (c) When a child is endangered, the fact that the child has been found shall be reported within 24 hours to BCA.
- (d) Notification shall be made to any other law enforcement agency that took the initial report or participated in the investigation.

#### 314.7.1 PERSONS FOUND ALIVE

Additional responsibilities related to missing persons who are found alive include:

- (a) Verifying that the located person is the reported missing person.
- (b) If appropriate, arranging for a comprehensive physical examination of the victim.
- (c) Conducting a careful interview of the person, documenting the results of the interview and involving all appropriate agencies.
- (d) Notifying the family/reporting party that the missing person has been located. In adult cases, if the located adult permits the disclosure of his/her whereabouts and contact information, the family/reporting party may be given this information.
- (e) Depending on the circumstances of the disappearance, considering the need for reunification assistance, intervention, counseling or other services for either the missing person or family/reporting party.
- (f) Performing a constructive post-case critique. Reassessing the procedures used and updating the Department policy and procedures as appropriate.

#### 314.7.2 DECEASED PERSONS

If a deceased person has been identified as a missing person, the Investigations shall attempt to locate family members and inform them of the death and the location of the deceased missing person's remains. All efforts to locate and notify family members shall be recorded in appropriate reports and properly retained (Minn. Stat. § 390.25, Subd. 2).

Additional investigation responsibilities include the following:

- (a) Secure the crime scene if this department has jurisdiction.
- (b) Contact CID
- (c) Contact the coroner, medical examiner or forensic anthropologist to arrange for body recovery and examination.
- (d) Collect and preserve any evidence at the scene.
- (e) Depending on the circumstances, consider the need for intervention, counseling or other services for the family/reporting party.
- (f) Cancel alerts and remove the case from NCIC and other information systems; remove posters and other publications from circulation.
- (g) Perform a constructive post-case critique. Reassess the procedures used and update the department policy and procedures as appropriate.

#### 314.8 CASE CLOSURE

The assigned officer or investigator may authorize the closure of a missing person case after considering the following:

- (a) Closure is appropriate when the missing person is confirmed returned or evidence matches an unidentified person or body.

- (b) If the missing person is a resident of St. Francis or this department is the lead agency, the case should be kept under active investigation for as long as the person may still be alive. Exhaustion of leads in the investigation should not be a reason for closing a case.
- (c) If this department is not the lead agency, the case can be made inactive if all investigative leads have been exhausted, the lead agency has been notified and entries are made in the applicable missing person networks, as appropriate.
- (d) A missing person case should not be closed or reclassified because the person would have reached a certain age or adulthood or because the person is now the subject of a criminal or civil warrant.

**Former Missing & Endangered Persons Policy Replaced by Lexipol Policy 314, Missing Persons.**



<b>TITLE: MISSING &amp; ENDANGERED PERSONS</b>	<b>NUMBER: 324</b>
<b>EFFECTIVE DATE: 01/01/2020</b>	<b>REVIEW DATE: 01/01/2023</b>

**324.00      RESPONSE TO REPORTS OF MISSING & ENDANGERED PERSONS**

**324.01      PURPOSE**

The purpose of this policy is to establish guidelines and responsibilities for the consistent response to, and investigation of, all reports of missing and endangered persons as defined in Minnesota Statutes, Chapter 299C.52, Subd. 1, (c), and (e). "Minnesota Missing Children Program"). **State mandated procedures are highlighted in bold print.**

This policy addresses only those investigations where the missing person has been determined to be both missing and endangered.

**324.02      POLICY**

It is the policy of the St. Francis Police Department to establish guidelines and responsibilities for the consistent response to, and investigation of, all reports of missing and endangered persons as defined in MN STAT Chapter 299C.52, subd. 1 (c) and (d) ("Minnesota Missing Children and Endangered Persons' Program" referred to as Brandon's Law).

This policy addresses investigations where the person has been determined to be both missing and endangered and includes all procedures required by MN STAT 299C.52.

The St. Francis Police Department recognizes there is a critical need for immediate and consistent response to reports of missing and endangered persons. The decisions made and actions taken during the preliminary stages may have a profound effect on the outcome of the case. Therefore, this agency has established the following responsibilities and guidelines for the investigation



of missing and endangered persons. All peace officers, employed by this agency, will be informed of and comply with the procedures contained in this Model Policy.

**324.03**        DEFINITIONS

**A. Missing** has the meaning given it in MN STAT 299C,52, subd. 1 (d), “The status of a person after a law enforcement agency has received a report of a missing person, has conducted a preliminary investigation, and determined that the person cannot be located”.

**B. Endangered** has the meaning given it in MN STAT 299C,52, subd. 1, (c), “A law enforcement official has recorded sufficient evidence that the missing person is at risk of physical injury or death. The following circumstances indicate that a missing person is at risk of physical injury or death:

- 1) the person is missing as a result of a confirmed abduction or under circumstances that indicate that the person’s disappearance was not voluntary;
- 2) the person is missing under known dangerous circumstances;
- 3) the person is missing more than 30 days;
- 4) the person is under the age of 21 and at least one other factor in this paragraph is applicable;
- 5) there is evidence the person is in need of medical attention or prescription medication such that it will have a serious adverse effect on the person’s health if the person does not receive the needed care or medication;
- 6) the person does not have a pattern of running away or disappearing;
- 7) the person is mentally impaired;
- 8) there is evidence that the person may have been abducted by a noncustodial parent;
- 9) the person has been the subject of past threats or acts of violence;
- 10) there is evidence the person is lost in the wilderness, backcountry, or outdoors where survival is precarious and immediate and effective investigation and search and rescue efforts are critical; or
- 11) any other factor that the law enforcement agency deems to indicate that the person may be at risk of physical injury or death, including a determination by another law enforcement agency that the person is missing and endangered.

**C. Child** has the meaning given it in MN STAT 299C,52, subd. 1 (a), “Any person under the age of 18 years or any person certified or known to be mentally incompetent”.

**D. NCIC** means The National Crime Information Center.

**E. CJIS** means The Criminal Justice Information System.

**F. DNA** means “DNA” has the meaning given it in MN STAT 299C,52, subd. 1 (b), Deoxyribonucleic acid from a human biological specimen.

### **324.04 PROCEDURES**

This agency will respond according to the following six types of general procedures:

- Initial Response
- Initial Investigation
- Investigation
- 30 Day Benchmark
- Prolonged Investigation, and
- Recovery/ Case Closure

#### **A. INITIAL RESPONSE**

1. As required by MN STAT 299C.53, subd. 1(a), Law Enforcement shall accept, without delay, any report of a missing person. Law enforcement shall not refuse to accept a missing person report on the basis that:
  - a) the missing person is an adult;
  - b) the circumstances do not indicate foul play;
  - c) the person has been missing for a short amount of time;
  - d) the person has been missing for a long amount of time;
  - e) there is no indication that the missing person was in the jurisdiction served by the law enforcement agency at the time of the disappearance;
  - f) the circumstances suggest that the disappearance may be voluntary;
  - g) the reporting person does not have personal knowledge of the facts;
  - h) the reporting person cannot provide all of the information requested by the law enforcement agency;
  - i) the reporting person lacks a familial or other relationship with the missing person; or

j) for any other reason, except in cases where the law enforcement agency has direct knowledge that the person is, in fact, not missing, and the whereabouts and welfare of the person are known at the time the report is filed.

2. Dispatch an officer, to the scene, to conduct a preliminary investigation to determine whether the person is missing, and if missing, whether the person is endangered.
3. Obtain interpretive services if necessary.
4. Interview the person who made the initial report, and if the person is a child, the child's parent(s) or guardian(s).
5. Determine when, where, and by whom the missing person was last seen.
6. Interview the individual(s) who last had contact with the person.
7. Obtain a detailed description of the missing person, abductor, vehicles, etc. and ask for recent photo of missing person.
8. Immediately enter the complete descriptive and critical information, regarding the missing and endangered person, into the appropriate category of the NCIC Missing Person File.
  - a) As required by 42 U.S.C. 5779(a) (Suzanne's Law) law enforcement shall immediately enter missing children less than 21 years of age into the NCIC.
  - b) As required by MN STAT 299C.53, subd. 1(b), if the person is determined to be missing and endangered, the agency shall immediately enter identifying and descriptive information about the person into NCIC.
9. Enter complete descriptive information regarding suspects/vehicle in the NCIC system.
10. Request investigative and supervisory assistance.
11. Update additional responding personnel.
12. Communicate known details promptly and as appropriate to other patrol units, local law enforcement agencies, and surrounding law enforcement agencies. If necessary, use The International Justice & Public Safety Network (NLETS), the Minnesota Crime Alert Network, and MNJIS KOPS Alert to alert state, regional and federal law enforcement agencies.

- 13. Notify the family of the Minnesota Missing/Unidentified Persons Clearinghouse services available.
- 14. Secure the crime scene and/or last known position of the missing person and attempt to identify and interview persons in the area at the time of the incident.
- 15. Obtain and protect uncontaminated missing person scent articles for possible use by search canines.
- 16. Activate protocols for working with the media. (AMBER Alert, Minnesota Crime Alert Network)
- 17. As required by MN STAT Chapter 299C.53, subd. 1(b), consult with the Minnesota Bureau of Criminal Apprehension if the person is determined to be an endangered missing person. Request assistance as necessary.
- 18. Implement multi-jurisdictional coordination/mutual aid plan as appropriate such as when:
  - a) the primary agency has limited resources;
  - b) the investigation crosses jurisdictional lines; or
  - c) jurisdictions have pre-established task forces or investigative teams.
- 19. Based on the preliminary investigation, determine whether or not a physical search is required.

**B. INITIAL INVESTIGATION**

- 1. Conduct a canvas of the neighborhood and of vehicles in the vicinity.
- 2. Arrange for use of helpful media coverage.
- 3. Maintain records of telephone communications/messages.
- 4. Ensure that everyone at the scene is identified and interviewed separately.
- 5. Search the home, building or other area/location where the incident took place and conduct a search including all surrounding areas. Obtain consent or a search warrant if necessary.
  
- 6. Assign an investigator or officer whose duties will include coordination of the investigation.

**C. INVESTIGATION**

- 1. Begin setting up the Command Post/Operation Base away from the person's residence. Know the specific responsibilities of the Command Post Supervisor, Media Specialist, Search Coordinator, Investigative Coordinator, Communication Officer, Support Unit Coordinator, and two liaison officers (one at the command post and one at the victim's residence). The role of the liaison at the home will include facilitating support and advocacy for the family.

- 2.** Establish the ability to “trap and trace” all incoming calls. Consider setting up a separate telephone line or cellular telephone for agency use and follow up on all leads.
- 3.** Compile a list of known sex offenders in the region.
- 4.** In cases of infant abduction, investigate claims of home births made in the area.
- 5.** In cases involving children, obtain child protective agency records for reports of child abuse.
- 6.** Review records for previous incidents related to the missing person and prior police activity in the area, including prowlers, indecent exposure, attempted abductions, etc.
- 7.** Obtain the missing person’s medical and dental records, fingerprints and DNA when practical or within 30 days.
- 8.** Create a Missing Persons’ Profile with detailed information obtained from interviews and records from family and friends describing the missing person’s health, relationships, personality, problems, life experiences, plans, equipment, etc.
- 9.** Update the NCIC file, as necessary with any additional information, regarding the missing person, suspect(s) and vehicle(s).
- 10.** Interview delivery personnel, employees of gas, water, electric and cable companies, taxi drivers, post office personnel, sanitation workers, etc.
- 11.** For persons’ under the age of 21, contact the National Center for Missing and Exploited Children (NCMEC) for photo dissemination and other case assistance.
- 12.** Determine if outside help is needed and utilize local, state and federal resources related to specialized investigative needs, including:
  - a) Available Search and Rescue (SAR) resources
  - b) Investigative Resources
  - c) Interpretive Services
  - d) Telephone Services (traps, traces, triangulation, etc.)
  - e) Media Assistance (Local and National)

**13.** Secure electronic communication information such as the missing person's cell phone number, email address(s) and social networking site information.

**14.** Appoint an officer who shall be responsible to communicate with the family/reporting party or their designee and who will be the primary point of contact for the family/reporting party or designee. Provide contact information and the family information packet (if available) to the family/reporting party or designee.

**15.** Provide general information to the family/reporting party or designee about the handling of the missing person case or about intended efforts in the case to the extent that the law enforcement agency determines that disclosure would not adversely affect the ability to locate or protect the missing person or to apprehend or prosecute any person(s) criminally in the disappearance

**\*\*\*MISSING FOR OVER 30 DAYS\*\*\***

If the person remains missing after 30 days from entry into NCIC the local law enforcement agency will be contacted by the BCA Missing and Unidentified Persons Clearinghouse to request the following information (if not already received):

- a. DNA samples from family members and, if possible, from the missing person.
- b. Dental information and x-rays.
- c. Additional photographs and video that may aid the investigation or identification.
- d. Fingerprints.
- e. Other specific identifying information.

BCA Clearinghouse personnel will enter this information into the appropriate databases. If the person is still missing after 30 days, review the case file to determine whether any additional information received on the missing person indicates that the person is endangered and update the record in NCIC to reflect the status change.

**D. PROLONGED INVESTIGATION**

- 1.** Develop a profile of the possible abductor.
- 2.** Consider the use of a truth verification device for parents, spouse, and other key individuals.



3. Re-read all reports and transcripts of interviews, revisit the crime scene, review all photographs and videotapes, re-interview key individuals and re-examine all physical evidence collected.
4. Review all potential witness/suspect information obtained in the initial investigation and consider background checks on anyone of interest identified in the investigation.
5. Periodically check pertinent sources of information about the missing person for any activity such as phone, bank, internet or credit card activity.
6. Develop a time-line and other visual exhibits.
7. Critique the results of the on-going investigation with appropriate investigative resources.
8. Arrange for periodic media coverage.
9. Consider utilizing rewards and crime-stoppers programs.
10. Update NCIC Missing Person File information, as necessary.
11. Re-contact the National Center for Missing and Exploited Children (NCMEC) for age progression assistance.
12. Maintain contact with the family and/or the reporting party or designee as appropriate.

## **E. RECOVERY/CASE CLOSURE**

### **Alive**

1. Verify that the located person is the reported missing person.
2. If appropriate, arrange for a comprehensive physical examination of the victim.
3. Conduct a careful interview of the person, document the results of the interview, and involve all appropriate agencies.
4. Notify the family/reporting party that the missing person has been located. (In adult cases, if the located adult permits the disclosure of their whereabouts and contact information, the family/reporting party may be informed of this information.
5. Dependent on the circumstances of the disappearance, consider the need for reunification assistance, intervention, counseling or other services for either the missing person or family/reporting party.
6. Cancel alerts (Minnesota Crime Alert, AMBER Alert, etc), remove case from NCIC (as required by MN STAT 299C.53. subd 2) and other information systems and remove posters and other publications from circulation.

7. Perform constructive post-case critique. Re-assess the procedures used and update the department's policy and procedures as appropriate.

**Deceased**

1. Secure the crime scene.
2. Contact coroner, medical examiner or forensic anthropologist to arrange for body recovery and examination.
3. Collect and preserve any evidence at the scene.
4. Depending upon the circumstances, consider the need for intervention, counseling or other services for the family/reporting party or designee.
5. Cancel alerts and remove case from NCIC and other information systems, remove posters and other publications from circulation.
6. Perform constructive post-case critique. Re-assess the procedures used and update the department's policy and procedures as appropriate.

# New Lexipol Policy 325, Major Incident Notification.



St. Francis Police Department  
Policy Manual

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## Major Incident Notification

### 325.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance to members of this department in determining when, how and to whom notification of major incidents should be made.

### 325.2 POLICY

The St. Francis Police Department recognizes that certain incidents should be brought to the attention of supervisors or other specified personnel of this department to facilitate the coordination of activities and ensure that inquiries from the media and the public may be properly addressed.

### 325.3 MINIMUM CRITERIA FOR NOTIFICATION

Most situations where the media show a strong interest are also of interest to the Chief of Police and the affected Department Supervisor. The following list of incident types is provided as a guide for notification and is not intended to be all inclusive:

- Homicides.
- Traffic collisions with fatalities.
- Officer-involved shooting, whether on- or off-duty (See Officer-Involved Shootings and Deaths Policy for special notifications).
- School lock down incidents.
- Significant injury or death to an employee, whether on- or off-duty.
- Death of a prominent St. Francis official.
- Arrest of Department employee or prominent St. Francis official.
- Aircraft crash with major damage and/or injury or death.
- In-custody deaths.
- Any other incident, which has or is likely to attract significant media attention.

325.4 STAFF NOTIFICATION

In the event an incident occurs as identified in the Minimum Criteria for Notification, the Chief of Police shall be notified along with the affected Department Supervisor.



# CITY COUNCIL AGENDA REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Paul Carpenter, Public Works Director  
**SUBJECT:** Public Works Streets/Parks Position Resignation/Replacement  
**DATE:** February 5, 2024

**OVERVIEW:**

On January 29<sup>th</sup> 2024, a letter of resignation was received from Colin McDonagh indicating that his last day of employment with the City of St. Francis will be on Friday February 10<sup>th</sup>.

**ACTION TO BE CONSIDERED:**

City Council to accept the resignation of Colin McDonagh and authorize Staff to fill the vacancy created with the resignation.

**BUDGET IMPLICATION:**

This is an existing budgeted position.

Attachments:

- Colin McDonagh Resignation Letter

1/29/2024

City of St. Francis  
23340 Cree St NW  
St. Francis, MN 55070

Dear Paul Carpenter,

Please accept this letter as my formal resignation from my position with the City of St. Francis Public Works Department. Effective two weeks from today's date. 1/29/2024.

I very much appreciate the opportunities for growth and development you have provided during my time here. You have helped create an unbelievable environment for me to be successful in. Thank you for your guidance and support.

Thank you to my coworkers and all city staff. Please let me know how I can be of help during this transition period. I wish you and all of the City of St. Francis employees the very best going forward.

Sincerely,



Colin McDonagh





## CITY COUNCIL AGENDA REPORT

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**TO:** Kate Thunstrom, City Administrator  
**FROM:** Colette Baumgardner, Community Development Director  
**SUBJECT:** Site Improvement Performance Agreement for AutoZone  
**DATE:** February 5, 2024

### **OVERVIEW:**

On September 18, the City Council passed Resolution No. 2023-51 approving the site plan for a new AutoZone store subject to conditions including details for a screening, landscaping, and engineering review. In October, a final site plan with a stamp date of 10/17/2023 was approved by staff.

The Site Improvement Performance Agreement presented for approval ensures that all development on the site will meet city standards. Examples of development covered under this agreement include city street patching, landscaping, and erosion control.

### **ACTION TO BE CONSIDERED:**

- Move to approve the Site Improvement Performance Agreement for AutoZone, subject to attorney approval as to form

### **BUDGET IMPLICATION:**

- None.

### **ATTACHMENTS:**

- Site Improvement Performance Agreement for AutoZone

**SITE IMPROVEMENT PERFORMANCE AGREEMENT**  
**Between the City of St. Francis**  
**And**  
**AutoZone Parts Inc.**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of February, 2024 by and between the CITY OF ST. FRANCIS, a Minnesota municipal corporation (“City”) and AutoZone Parts, Inc., a corporation under the laws of Nevada (“Developer”).

**RECITALS**

**WHEREAS**, the City Council approved the site plan for a new AutoZone retail store on September 18, 2023, subject to conditions;

**WHEREAS**, Developer has proposed construction of a retail store to be constructed on the following described property:

Lot 1, Block 1, Crown 2<sup>nd</sup> Addition according to Plat in Exhibit A; and

**WHEREAS**, the Developer is the fee owner the parcel of land described as Lot 1, Block 1, Crown 2<sup>nd</sup> Addition (the Subject Property) which lot measures approximately 1.52 acres; and

**WHEREAS**, the building and improvements on the Subject Property shall be constructed, maintained and operated in accordance with the site plan; and

**NOW THEREFORE**, in consideration of the promises and mutual promises hereinafter contained, it is agreed between the parties as follows:

1. Development Plans. The retail store shall be developed on the Subject Property in accordance with the site plans as referenced in Exhibit B dated October 17, 2023 and on file and of record at City and herein fully incorporated herein by reference and the conditions stated below (hereinafter the “Development Plans”). If the Development Plans vary from the written terms of this Agreement, the Building Development Plans shall control.

2. Right to Proceed. Unless a written exemption is provided by the City to Developer, within the Property, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this Contract has been fully executed by both parties and filed with the City Clerk; 2) the Developer has submitted a title insurance policy to the City establishing that good and marketable title to the Property is in the name of the Developer; 3) Developer has obtained all necessary permits from all federal, state and local governmental entities; 4) Developer has submitted to City the Insurance Binder required herein; and 5) the City’s administrator or community development director has issued a letter that conditions 1 through 4 herein have been satisfied and that the Developer shall proceed.

3. Private Improvements. The Developer agrees that it shall cause to be constructed and installed certain private improvements (“Private Improvements”) on the Subject Property. All Private Improvements are to be installed at Developer’s sole cost and expense pursuant to this Agreement and the private improvements to the Subject Property shall include those improvements shown on the Development Plans.

Developer shall construct such Private Improvements in accordance with all applicable building codes, ordinances and City standards and the Development Plans furnished to the City and approved by the City Engineer. The Developer shall obtain all necessary permits before construction of the Building. City shall provide adequate field inspection personnel to assure acceptable quality control, which will allow certification of the construction work.

Within thirty (30) days after the completion of Building and before any security is released, the Developer shall supply the City with a complete set of reproducible “as built” plans which shall be provided in electronic AutoCAD files to the City Engineer. The cost of preparing these plans shall be paid for by the Developer.

4. Grading, Landscaping and Drainage. The Developer shall be responsible for grading, landscaping and storm water management on the Subject Property as more fully set forth in this Agreement.

a. Landscaping. Developer shall maintain the sod and landscape of boulevard areas adjacent to the Subject Property as shown in the Development Plans through at least one growing season and to the satisfaction of City. The long-term maintenance of sod and landscaping of boulevard areas shall be the responsibility of Developer. Further, Developer shall be responsible for mowing, elimination of weeds and removal of any garbage or debris on the Subject Property. Developer shall also comply with the approved Landscaping Plan and conditions of the approved Development Plans.

5. Improvements. In developing the Property in accordance with the Development Plans, the Developer shall make and pay for the following public and private improvements (collectively, the “Improvements”):

- a. lot grading and all temporary and permanent erosion control measures; storm sewer and infiltration basin;
  - b. sanitary sewer service and water service;
  - c. parking lot, including curb and gutter;
  - d. City street patching;
  - e. surveying and staking;
  - f. setting of the lot and block monuments;
  - g. landscaping; and
  - h. parking lot lighting.
6. Time of Performance. The Developer shall install all private Improvements for the development by December 31, 2024.
7. Easement; Right of Entry. The Developer hereby grants to the City, its agents, representatives, employees, officers, and contractors, a right of entry to access all areas of the Property to perform any and all work and inspections necessary or deemed appropriate by the City during the installation of Improvements, or to take any corrective actions deemed necessary by the City. The right of entry hereby conveyed by the Developer to the City shall continue until the City has verified that all private improvements have been constructed in accordance with the approved plans. The City will provide the Developer with reasonable notice prior to exercising its rights hereunder, except in the case of an emergency.
8. Erosion Control. The erosion control plan for the Subject Property within the Development Plans has been reviewed and approved by City and shall be implemented by Developer prior to grading of the Subject Property. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after completion of work in that area. If Developer does not comply with the erosion control plan and schedule or any erosion control requirements, City may, with reasonable notice, take action as it deems appropriate in accordance with all applicable laws, ordinances or regulations or according to this Agreement.
- a. The erosion control measures specified in the Plans shall be binding on the Developer and its successors and assigns.
9. Grading Plan.
- a. Grading on the Property shall be in accordance with the approved grading and erosion control Plans and in conformance with the City’s specifications. Within thirty (30) days after completion of grading, the Developer shall provide the City with an “as constructed” Grading Plan including certification by a registered land surveyor or engineer that all grading has been performed and completed in accordance with the Plans.

- b. Grading shall be completed by September 30, 2024. Upon completion of grading, the City Engineer shall inspect the Property and determine whether grading has been performed in accordance with the Grading Plan.
10. Hours of Construction; Noise and Dust Control. The Developer shall limit grading and construction of Improvements within the Subdivision to between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday and 8:00 a.m. and 5:00 p.m. on Saturday. All other construction activities shall take place only during the hours permitted by the City Code. The Developer shall provide dust control to the satisfaction of the city engineer/staff through all construction within the Property and shall exercise due diligence with regard to the activities of third parties not under the Developer’s control.
  11. Pre-Construction Activity. Developer shall schedule a pre-construction meeting with City to review the proposed schedule for grading and construction of the building and related improvements as set forth on the Development Plans, and to coordinate the schedule with the City Engineer.
  12. Maintenance of Private Improvements. The Developer and its successor or assigns as fee owner of the Property shall be responsible for maintaining the Storm water Improvements and for observing all drainage laws governing the operation and maintenance of the Storm water Improvements. The Developer shall complete inspections of the Storm water Improvements at least once annually and shall keep record of all inspections and maintenance activities, and submit such records to the City upon request. Maintenance activities shall include but will not be limited to: street sweeping (to prevent the sediment from clogging the underground storm water conveyance system), removal of sediment from the underground storm water conveyance system, and cleaning of storm sewer lines. The Developer acknowledges that the storm water improvements associated with this project includes an infiltration basin. If, at any time, the treatment capacity or storage volume of the infiltration basin diminishes or is significantly reduced, or if the infiltration basin does not infiltrate the stormwater water quality volume (as defined by the Minnesota Pollution Control Agency) within the required timeframe (48 hours) after a rain event, the Developer will reconstruct the infiltration basin as necessary. The cost of all inspections and maintenance shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property.
  13. Permanent Access and Maintenance Easement. The Developer or its successors or assigns grants the City, its agents and Contractor(s) the right to enter the Property to inspect and maintain the Stormwater Improvements as set forth in this agreement.
  14. City’s Maintenance Rights. The City may maintain the Stormwater Improvements, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the Stormwater Improvements in accordance with applicable drainage laws and other requirements and such failure continues for 30 days after the City gives the Developer written notice of such failure. The City's notice shall specifically state which maintenance tasks are to be performed. If Developer does not complete the maintenance tasks within 30 days after such notice is given by the City, the

City shall have the right to enter upon the property to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all staff time, engineering and legal and other costs and expenses incurred by the City. If the Developer or its assigns fails to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against all of the lots within the Property. The Developer, on behalf of itself and its successor and assigns, acknowledges that the maintenance work performed by the City regarding the Stormwater Improvements benefits the lots in the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes Chapter 429. Notwithstanding the foregoing, in the event to an emergency, as determined by the City Engineer, the 30-day notice requirement to the Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Developer, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

- 15. Clean Up. Developer shall promptly clean any and all dirt and debris from streets resulting from construction work by Developer, its agents or assigns during the work and construction required by this Agreement.
- 16. Administrative Fee. None.
- 17. Park and Trail Dedication. Park and Trail dedication requirements for this project are as follows: None
- 18. Storm Water Fees, and Storm Water Basin. No Storm Water Fees are applicable to the Subject Property. Developer shall manage the storm water on the site in accordance with the Development Plans.
- 19. Sewer Connection Fees. Sanitary sewer connection fees are paid at the time of issuance of a building permit. The sewer connection fees shall be determined at the time that building plans are submitted and reviewed by City.
- 20. Water Connection Fees. Water connection fees are paid at the time of issuance of a building permit. The water connection charges shall be determined at the time that building plans are submitted and reviewed by City.
- 21. Street and Traffic Control Sign Fees. Not applicable. The Developer shall install all internal traffic control signs.
- 22. City Engineering, Engineering Administration, Construction Observation, and Legal Fee Escrow and City Fees.

Developer shall pay escrow for the City’s engineering, engineering administration and construction observation services, prior to recording of the plat, in the estimated amount set forth below. City engineering administration will include consultation with Developer and its engineer on status or problems regarding the Project, monitoring during the warranty period, general administration and processing of requests for reduction in security. Fees for this service shall be the actual amount billed for those service. Developer shall pay for construction observation performed by the City Engineer. Construction observation shall include part or full time observation, as determined by the City Engineer, and will be billed at hourly rates actually required for said inspection. In the event of prolonged construction or unusual problems, City will notify Developer of anticipated cost overruns for engineering administration and observation services.

The Escrow account shall include estimated escrow for City Engineering, Engineering Administration and Construction Observation limited to the Municipal Improvements, as follows:

**ESCROW**

City Construction Administration and Observation Escrow: \$5,000.00  
(actual billings to be paid)

**TOTAL** **\$5,000.00**

These Escrow amounts shall be submitted to City prior to City executing this Agreement and the recording of the plat. Any Escrow amounts not utilized for legal and engineering charges incurred by the City under this Agreement shall be returned to Developer when all improvements have been completed, all financial obligations to City satisfied, and all required “as-built” plans have been received by City.

Engineering, planning and legal fees incurred prior to the execution of this Agreement shall be deducted from escrow already submitted with the site plan application or charged against the escrow herein established.

All other amounts listed as one-time fees are non-refundable and available immediately for City use when posted.

- 23. Security. To ensure compliance with the terms of this Agreement, and construction of all Municipal Improvements, Developer shall furnish City with a cash escrow or Irrevocable Standby Letter of Credit in the amount of \$174,600.00 said amount calculated as follows:

Street Patching	\$ 12,530.00
Stormwater	\$ 47,850.00



Erosion Control	\$ 2,500.00
Landscaping	\$ 53,520.00
SUBTOTAL	\$116,400.00
<b>TOTAL SECURITY ( x 150%)</b>	<b>\$174,600.00</b>

The issuer and form of the security (other than cash escrow) shall be subject to City approval, which approval shall not be unreasonably withheld. The security shall be issued by a banking institution in good standing as determined by City and approved by the City Administrator. City shall have the ability to draw on the Security by overnight courier delivery to the bank or branch bank issuing the Letter of Credit.

City may draw down the security for any violation of the terms of this Agreement, or upon receiving notice of the pending expiration of the security. It shall be the responsibility of Developer to inform City at least thirty (30) days prior to expiration of the security of the impending expiration and the status of the Project relative to the security and this Agreement. If, for whatever reason, the security lapses prior to complete compliance with this Agreement (other than during any warranty period), Developer shall immediately provide City with either an extension of the security or an irrevocable letter of credit of the same amount upon notification of the expiration. If the required improvements are not completed at least thirty (30) days prior to the expiration of the security, City may also draw down the security.

City may draw down the security for any violation of the terms of this Agreement (after any reasonable notice to Developer and cure periods). If the security is drawn down, the proceeds shall be used to cure any default. City will, upon making determination of final costs to cure any default, refund to the Developer any monies which City has in its possession which are in excess of the security needed.

Upon receipt of proof satisfactory to City that work has been completed and financial obligations to City have been satisfied, the security will be reduced from time to time down to the amount of warranty security as set forth in Section 28 of this Agreement.

The security shall not be reduced below ten percent (10%) of the posted security until all improvements have been completed, all financial obligations to City satisfied (which includes posting of warranty security), and required “as built” plans have been received by City. The intent of this Agreement that City shall have access to sufficient security, either security or warranty security, to complete the Project and insure warranty on all public improvements.

The security amount shall be submitted to City prior to execution of the Agreement.

- 24. Warranty. Developer warrants all work required to be performed by it against poor material and faulty workmanship for a period of two (2) years after its completion and acceptance

by City. The amount of posted security for public improvements to be posted by Developer shall be in the amount of \$17,460.00. The amount has been determined by the City Engineer and is based upon 10% of the initial security amount.

- 25. Summary of Cash Requirements. The following is a summary of the cash deposit required of the Developer under this Agreement which must be furnished to the City prior to City executing this Agreement and the recording of the Site Plan Approval.

Section 23 Escrow (Engineering, City Administration, Legal Expenses)	<b>\$ 5,000.00</b>
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<b>TOTAL CASH REQUIREMENTS</b>	<b><u>\$5,000.00</u></b>
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- 26. Restrictions. The following restrictions apply to the Subject Property and all lots thereon shall be held, sold, and conveyed subject to the following conditions and restrictions, which are for the purpose of protecting the value and desirability of the Subject Property and insuring all conditions imposed by City in this Agreement are properly recorded against the Subject Property. Said conditions shall run with the real property and be binding upon all parties having a right, title or interest in the Subject Property or any part thereof, their heirs, executors, representatives, successors and assigns:

- a. Developer shall comply with all other terms and conditions of the approved Development Plans.

- 27. Permits. To the extent required, the Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, including but not limited to the following:

- a. City of St. Francis Building Permits
  - b. NPDES Permit from the MPCA

- 28. Developer's Default. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, after written notice thereof and expiration of the cure period, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City (in which event no notice is necessary), is first given notice of the work in default, not less than five (5) days in advance. This Contract is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part upon the Property to recover the costs thereof. For this purpose, the Developer expressly waives any procedural and substantive objections to the special assessments, if any, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the property.

- 29. Insurance. The Developer agrees to take out and maintain or cause to be taken out and maintained until immediately after the City accepts the Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Limits for bodily injury and death shall be no less than \$2,000,000.00 for each occurrence; limits for property damage shall be no less than \$1,000,000.00 for each occurrence; or a combination single limit policy of \$2,000,000.00 or more. The City shall be named as an additional insured on the policy. The Developer shall provide the City with an insurance binder evidencing the required coverage prior to the City signing this Agreement. The insurance binder shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance.
  
- 30. Maintenance of the Property. The Developer shall be responsible for all mowing, controlling weeds and general maintenance within the Property. The Developer shall not leave, deposit or bury any cut trees, timber, debris, earth, rocks, stones, soil, junk, rubbish or any other waste materials on the Property. The Developer shall not be required to post a separate escrow to secure this obligation. The City shall provide the Developer with written notice and, except for emergencies, shall allow the Developer thirty (30) days to correct or take such other action as is necessary to perform the required maintenance or removal of waste material within the Property. Nothing herein shall obligate the City to perform maintenance or waste removal work within the Property but the City at its sole discretion, shall have the right to do so.
  
- 31. Compliance with Laws and City Approvals. The Developer agrees to comply with all laws, ordinances and regulations of Minnesota and the City applicable to the Plat and Development Plans. The Developer agrees to complete the Property in compliance with all City approvals. This Agreement shall be construed according to the laws of Minnesota. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits and certificates of occupancy, following the passing of applicable notice of cure provisions.
  
- 32. Agreement Runs with the Land. This Agreement shall run with the land and shall be recorded against the title to the Property. The Developer covenants with the City, its successors and assigns that the Developer has fee title to all the Property and that there are no unrecorded interests against the Property. The Developer hereby agrees to indemnify and hold the City harmless for any breach of the foregoing covenants.
  
- 33. Indemnification. The Developer hereby agrees to indemnify and hold the City and its officials, employees, contractors and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from approval of the Development Plans. The Developer hereby agrees to indemnify and hold the City and its officials, employees, contractors and agents harmless for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees, except matters involving acts of gross negligence by the City.
  
- 34. Responsibility for Costs.

- a. Except costs for Developer’s Internal Improvements, Developer shall pay all costs incurred by it or City in conjunction with the development the Subject Property and the building, including, but not limited to legal, planning, engineering, and inspection expenses in connection with the development and said Building.
  - b. Developer shall reimburse City for costs incurred in the enforcement of this Agreement, including engineering fees, planning fees, attorney’s fees, and costs and disbursements.
  - c. Developer shall pay in full all bills submitted to it by City for obligations incurred under this Agreement and agreed to be paid by Developer under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, and Developer does not reasonably dispute the payment of amount of such bill City may either reimburse itself from existing Escrow or Security or may halt all Building development work and construction until all bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of twelve percent (12%) per year.
35. Miscellaneous.
- a. Third parties shall have no recourse against City under this Agreement.
  - b. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
  - c. This Agreement shall run with the land, shall be recorded against the title to the Subject Property, and shall be binding on all parties having any right, title or interests in the Subject Property or any part thereof, their heirs, successors and assigns.
  - d. Each right, power or remedy herein conferred upon City or Developer is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City or Developer, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by City or Developer and shall not be a waiver of the right to exercise at anytime thereafter any other right, power or remedy.
  - e. Developer shall pay for all local costs related to drainage improvements required to complete the construction of the Plat and building according to the Development Plans. Local costs are costs related to required internal drainage improvements such stormwater infrastructure.
  - f. Should development of the Subject Property or the building proceed at a pace slower than anticipated, and for that reason, specific terms of this Agreement become onerous or unduly burdensome to Developer, upon Developer’s application, City will enter into negotiations

regarding those specific terms and shall not unreasonably withhold consent to appropriate changes in the terms of this Agreement.

- g. Developer shall demonstrate and maintain compliance with the 1991 Wetland Conservation Act, as applicable.
  - h. Developer shall be responsible for all on site drainage for the Subject Property, as well as for any affects their actions may have on adjoining properties.
36. Violation of Agreement. If while the escrow or security provided in this Agreement is outstanding, a violation of any of the covenants or agreements herein contained occurs and such violation is not cured within thirty (30) days after written notice thereof from City to Developer, City may draw upon the Developer s escrow or security to cure any violation of the Agreement and to reimburse City for any costs incurred in curing the violation.
  37. Maintain Public Property Damaged or Cluttered During Construction. Developer agrees to assume full financial responsibility for any damage which may occur to public property including, but not limited to, street, street sub-base, base, bituminous surface, curb, utility system including, but not limited to, watermain, sanitary sewer or storm sewer when said damage occurs as a result of construction activity which takes place during development of the Subject Property by Developer or its contractors, except for damage caused by City, its employees, agents or contractors. Developer further agrees to pay all costs required to repair the streets and/or utility systems damaged or cluttered with debris when occurring as a direct or indirect result of the Developer’s construction that takes place on the Subject Property. In the event that Developer is required to maintain or repair such damage and fails to maintain or repair the damaged public property referred to aforesaid within thirty (30) days after written notice from City or such longer period as may reasonably necessary or in the event of an emergency as shorter time period as determined by City, City may, upon notifying Developer undertake making or causing it to be repaired or maintained. When City undertakes such repair, Developer shall reimburse City for all its reasonable expenses within thirty (30) days of its billing to Developer. If Developer fails to pay said bill within thirty (30) days, the security shall be responsible for reimbursing City.
  38. Assignment. The Developer may not assign this Agreement without the written permission of the City, which permission shall not be unreasonably denied or delayed. No assignment shall be effective unless the assignee assumes in writing all obligations of the Developer under this Agreement and the documents related thereto and evidencing such assumption shall be in a form reasonably acceptable to the City.
  39. Subordination. This Agreement must be recorded against the Subject Property and all other liens, interests or mortgages shall be subordinate to the terms and conditions this Agreement and said Agreement shall not be subject to foreclosure by any other lien, interest or mortgage.

40. Notices. Required notices to Developer shall either hand delivered to Developer, its employees or agents, or mailed to Developer by registered mail or sent by overnight delivery at the following address:

AutoZone Parts, Inc.  
123 S. Front Street  
Memphis, TN 38103

Notice to City shall be in writing and shall be either hand delivered to or mailed by registered mail or sent by overnight delivery to the following address:

City of St. Francis,  
Attention: City Administrator  
23340 Cree Street  
St. Francis, MN 55070

41. Agreement Effect. This Agreement shall be binding and extend to the respective representatives, heirs, successors and assigns of the parties hereto.

42. Amendment. This Agreement shall be amended only by addendum executed by both parties to this Agreement.

43. Severability. If any portion, section, subsection, sentence or clause of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate any other section of this Agreement.

44. Non-waiver. Each right, power or remedy conferred upon the City or the Developer by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City or the Developer at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developer and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

45. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

REST OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURES ON FOLLOWING PAGES





**Autozone Parts, Inc.**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

STATE OF )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ the \_\_\_\_\_ of AutoZone Parts, Inc., a corporation under the laws of Nevada, on behalf of the corporation.

\_\_\_\_\_  
NOTARY PUBLIC

DOCUMENT DRAFTED BY:  
BARNA, GUZY & STEFFEN, LTD.  
400 Northtown Financial Plaza  
200 Coon Rapids Boulevard  
Coon Rapids, MN 55433  
(763) 780-8500 (DRS)

**EXHIBIT A**

**CROWN 2<sup>nd</sup> ADDITION FINAL PLAT**

To be added.

**EXHIBIT B**  
**DEVELOPMENT PLANS FOR THE SUBJECT PROPERTY**

To be added.

**EXHIBIT C**  
**EASEMENT AGREEMENT**

See attached.

**EASEMENT FOR DRAINAGE AND UTILITY PURPOSES**

THIS EASEMENT FOR DRAINAGE AND UTILITY PURPOSES (the “**Easement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of St. Francis, a Minnesota municipal corporation (“**City**” or “**Grantee**”) and AutoZone Parts, Inc., a corporation under the laws of Nevada (“**Grantor**”).

RECITALS:

A. City (Grantee) is the fee owner of certain real property located in the City of St. Francis, Anoka County, Minnesota, and legally described as follows:

Lot 1, Block 1, Crown Addition Anoka County, Minnesota.

AND

Outlot A, Crown, 2nd Addition, Anoka County, Minnesota

(the “**Benefited Properties**”); and

B. Grantor is the fee owner of certain real property located in the City of St. Francis, Anoka County, Minnesota, and legally described as follows:

Lot 1, Block 1, Crown 2nd Addition, Anoka County, Minnesota.

(the “**Burdened Property**”); and

C. Grantor wishes to declare a non-exclusive easement for drainage and utility purposes over, under, across and upon those portions of the Burdened Property legally described and shown on **Exhibit A**, hereinafter referred to as the easement area (“Easement Area”) for the benefit of the Benefited Properties, subject to the terms and conditions of this Easement.

WHEREAS, Grantor desires that the Burdened Property be governed by certain covenants and conditions.

NOW, THEREFORE, Grantor hereby declares that the Burdened Property be held, sold and conveyed subject to the following easement, covenants and conditions which are for the purpose of providing drainage and utility connections to both Benefited Properties which shall run with both the Burdened Property and Benefited Properties and be binding on all parties having any right, title or interest in the Burdened Property and Benefited Properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

1. Recitals. The above recitals constitute an integral part of this Declaration.
  
2. Grant of Easement to City. Grantor, for itself, their successors and assigns, and all subsequent owners of the Burdened Property, hereby grants to City, its successors and assigns, and all subsequent owners of Benefited Properties, for the benefit of said Benefited Properties, a non-exclusive and appurtenant easement for drainage and utility purposes over and across the Easement Area.
  
3. Use of the Easement Area. This Easement does not grant exclusive use of the Easement Area to City. It is acknowledged that the right to use the Easement Area inures to the benefit of City and its respective successors, assigns, tenants, licensees and invitees, and all subsequent owners of Benefited Properties. This Easement is not intended to, and should not be construed to, dedicate the said Easement Area to the general public, nor shall this Easement be construed to restrict the use of the Easement Area by Grantor, except as limited by the terms and conditions of this Easement. The Easement Area shall be used solely for drainage and utility purposes.
  
3. Insurance and Indemnification. Commencing with the date of this Easement and hereafter, City shall, at its own expense, maintain general public liability insurance against claims for personal injury or death or property damage occasioned by accident occurring upon, in

or about the Easement Area resulting from the rights granted herein. City shall indemnify and hold harmless Grantor from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property or any of the above, occasioned wholly by any act or omission of City, its tenants, subtenants, agents, employees, licensees or invitees.

4. Warranties of Title. Grantor warrants to City that (a) Grantor has good and indefeasible fee simple title to the Burdened Property, (b) Grantor has the full right and lawful authority to grant the Easement described in this Easement.
5. Successors and Assigns and Termination. The terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the owners of the Benefited Properties and Burdened Property and the covenants, agreements and easement contained herein shall be deemed to run with and burden the Burdened Property.
6. Construction. The rule of strict construction does not apply to this Easement. This Easement shall be given a reasonable construction so that the intention of the Grantor to convey a commercially usable easement to City is carried out.
7. Amendments. This Easement shall not be modified or amended without the written approval of the Grantor and City.
8. Termination of Covenant or Liability. Whenever a transfer of ownership of either the Burdened Property or the Benefited Properties occurs, liability of the transferor for breach of any covenants occurring thereafter automatically terminates, provided such transferor shall remain liable for any obligations incurred prior to such transfer.
9. Governing Law. This Easement shall be governed by the laws of the State of Minnesota.
10. Counterparts. This Easement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which counterparts of this Easement, taken together, shall constitute but one in the same instrument.

11. Entire Agreement. This Easement constitutes the entire understanding of the parties hereto with respect to the transaction contemplated thereby, and supercedes all prior agreements and understandings between the parties with respect to the subject matter. No representations, warranties, undertakings or promises, whether oral, implied, written or otherwise, have been made by either party hereto to the other unless expressly stated in the above-referenced document, or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements or understandings not expressly set forth herein.

IN WITNESS WHEREOF, this Easement has been executed as of the date and year first above written.





GRANTOR:

AutoZone Parts, Inc.

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

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

STATE OF )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_, the \_\_\_\_\_ of AutoZone Parts, Inc, a corporation under the laws of Nevada, on behalf of the corporation.

\_\_\_\_\_

\_\_\_\_\_

Notary Public

**THIS INSTRUMENT WAS DRAFTED BY:**

BARNA, GUZY & STEFFEN, LTD.  
400 Northtown Financial Plaza  
200 Coon Rapids Boulevard  
Minneapolis, MN 55433  
(763) 780-8500 (CMS)

4252354v1

# EXHIBIT A

## LEGAL DESCRIPTION AND SKETCH OF EASEMENT AREA

© 2023 Westwood Professional Services, Inc.

AN EASEMENT FOR DRAINAGE AND UTILITY PURPOSES, OVER UNDER AND ACROSS, THAT PART OF LOT 1, BLOCK 1, OF CROWN 2ND ADDITION, RECORDED IN BOOK 79 OF ABSTRACT, PAGE 26, ANOKA COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES 29 MINUTES 10 SECONDS WEST, ASSUMED BEARING ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 11.43 FEET TO THE **POINT OF BEGINNING** OF THE EASEMENT TO BE DESCRIBED; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 47.64 FEET; THENCE SOUTHWESTERLY 25.04 FEET ALONG A TANGENTIAL CURVE TO THE RIGHT, HAVING A RADIUS OF 15.94 FEET, WITH A DELTA OF 90 DEGREES 00 MINUTES 00 SECONDS; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 101.20 FEET; THENCE NORTHWESTERLY 25.11 FEET ALONG A TANGENTIAL CURVE TO THE RIGHT, HAVING A RADIUS OF 15.94 FEET, WITH A DELTA OF 90 DEGREES 14 MINUTES 20 SECONDS; THENCE NORTH 06 DEGREES 44 MINUTES 13 SECONDS WEST, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 8.69 FEET; THENCE SOUTH 80 DEGREES 25 MINUTES 03 SECONDS WEST, A DISTANCE OF 26.30 FEET; THENCE SOUTH 12 DEGREES 46 MINUTES 45 SECONDS WEST, A DISTANCE OF 85.70 FEET; THENCE SOUTH 01 DEGREES 33 MINUTES 24 SECONDS WEST, A DISTANCE OF 3.25 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 48 SECONDS EAST, A DISTANCE OF 85.93 FEET; THENCE SOUTH 08 DEGREES 54 MINUTES 15 SECONDS EAST, A DISTANCE OF 1.15 FEET; THENCE SOUTH 11 DEGREES 30 MINUTES 53 SECONDS EAST, A DISTANCE OF 82.61 FEET; THENCE SOUTH 05 DEGREES 35 MINUTES 54 SECONDS EAST, A DISTANCE OF 3.77 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 28 SECONDS EAST, A DISTANCE OF 11.78 FEET, TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 49 MINUTES 43 SECONDS WEST, ALONG SAID SOUTHERLY LINE OF LOT 1, A DISTANCE OF 16.00 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 28 SECONDS WEST, A DISTANCE OF 11.02 FEET; THENCE NORTH 05 DEGREES 35 MINUTES 54 SECONDS WEST, A DISTANCE OF 2.18 FEET; THENCE NORTH 11 DEGREES 30 MINUTES 53 SECONDS WEST, A DISTANCE OF 82.14 FEET; THENCE NORTH 08 DEGREES 54 MINUTES 15 SECONDS WEST, A DISTANCE OF 2.75 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 48 SECONDS WEST, A DISTANCE OF 87.39 FEET; THENCE NORTH 01 DEGREES 33 MINUTES 24 SECONDS EAST, A DISTANCE OF 5.05 FEET; THENCE NORTH 12 DEGREES 46 MINUTES 45 SECONDS EAST, A DISTANCE OF 91.22 FEET; THENCE NORTH 40 DEGREES 05 MINUTES 14 SECONDS EAST, A DISTANCE OF 9.68 FEET; THENCE NORTH 80 DEGREES 25 MINUTES 03 SECONDS EAST, A DISTANCE OF 36.10 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 21.33 FEET TO SAID NORTHERLY LINE OF LOT 1; THENCE NORTH 89 DEGREES 29 MINUTES 10 SECONDS EAST, ALONG SAID NORTHERLY LINE OF LOT 1, A DISTANCE OF 132.94 FEET, TO THE POINT OF BEGINNING.

N:\0042921\LOT1.DWG\0042921.01-SK-01.DWG

DESIGNED:	
CHECKED:	CA
DRAWN:	AM
FIELD CREW:	
FIELD WORK DATE:	

**AUTOZONE MN5100**  
CITY OF ST. FRANCIS,  
ANOKA COUNTY, MN

### Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300  
Fax (952) 937-5822 Minnetonka, MN 55343  
Toll Free (888) 937-5150 [www.westwoodps.com](http://www.westwoodps.com)  
Westwood Professional Services, Inc.  
TYPE FROM REGISTRATION NO. P-11735  
TBPLS FROM REGISTRATION NO. 10074301

### EASEMENT DESCRIPTION

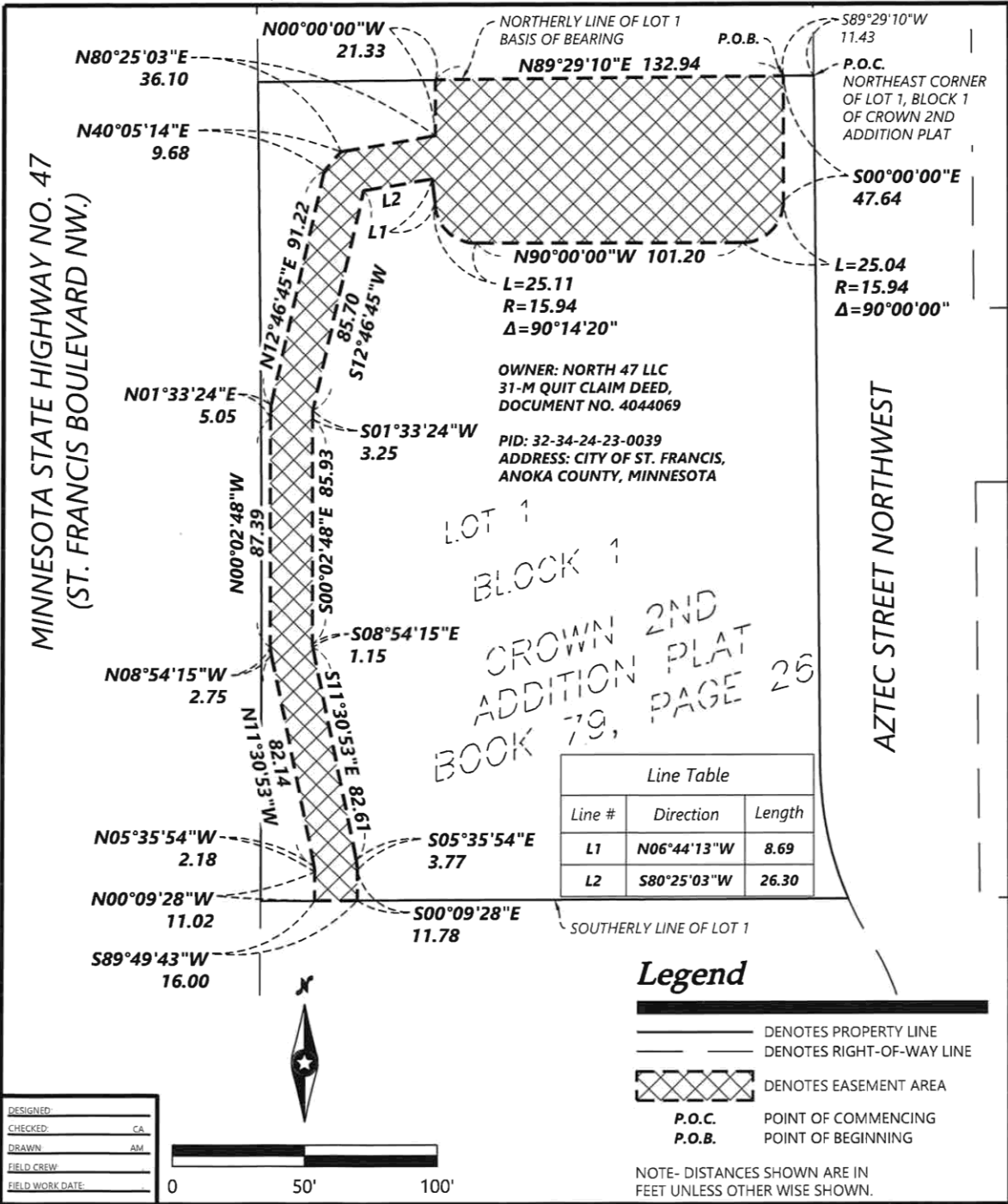
PROJECT NUMBER: 0042921.01

SHEET NUMBER:

1 OF 2

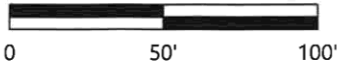
DATE: 11/27/2023

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NA\0042921.01\DWG\0042921.01-5K-01.DWG

DESIGNED:	
CHECKED:	CA
DRAWN:	AM
FIELD CREW:	
FIELD WORK DATE:	



**AUTOZONE MNS100**  
CITY OF ST. FRANCIS,  
ANOKA COUNTY, MN

**Westwood**

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300  
 Fax (952) 937-5822 Minnetonka, MN 55343  
 Toll Free (888) 937-5150 westwoodps.com  
 Westwood Professional Services, Inc.  
 TBPE FIRM REGISTRATION NO. F-11756  
 TBPLS FIRM REGISTRATION NO. 10074301

**EASEMENT  
EXHIBIT**

PROJECT NUMBER: 0042921.01

SHEET NUMBER:

2 OF 2

DATE: 11/27/2023



## CITY COUNCIL AGENDA REPORT

---

**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** Real Property Transfer From EDA  
**DATE:** February 5, 2024

### **OVERVIEW:**

Last year the EDA began the process to transfer four of the City Hall Fire Station that are under its ownership over to the City for the construction of the new facility. The resolutions that are required are used to identify signing authority for the real estate documents. Due to the amount of time that has passed since the original Resolution, it is in the best interest to update the Authorities with the current Mayoral signatures.

### **ACTION TO BE CONSIDERED:**

Council to review and approve the updated resolution for property transfer.

### Attachments:

- Resolution 2024-08 Resolution Approving the Transfer of Property and Granting Signatory Authority.

**CITY OF ST. FRANCIS  
ST. FRANCIS, MN  
ANOKA COUNTY**

**RESOLUTION 2024-08**

**A RESOLUTION APPROVING THE TRANSFER OF PROPERTY  
AND GRANTING SIGNATORY AUTHORITY**

**WHEREAS**, in City Resolution 2023-21, the City Council for the City of St. Francis, Minnesota approved the transfer of real property from the St. Francis Economic Development Authority to the City of St. Francis located at:

- 3772 Bridge Street, PID 32-34-24-34-0012
- PID 32-34-24-34-0013
- 22951 Ambassador Blvd NW, PID 32-34-24-34-0010
- PID 32-34-24-34-0009

And;

**WHEREAS**, the City now desires to effectuate the transfer of abovementioned properties to its ownership at this time.

**NOW THEREFORE BE IT RESOLVED:**

1. The City Council for the City of St. Francis Minnesota hereby authorizes Kate Thunstrom, City Administrator, to execute any and all necessary and reasonable documents to effectuate the transfer of the above referenced real property from the St. Francis Economic Development Authority, including but not limited to purchase agreement, closing documents and any other necessary or beneficial documents which are reasonable and customary, subject to City Attorney approval as to form.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 5<sup>th</sup> DAY OF FEBRUARY, 2024.

APPROVED:

ATTEST:

\_\_\_\_\_  
Joseph L. Muehlbauer, Mayor

\_\_\_\_\_  
Jennifer Wida, City Clerk



# CITY COUNCIL AGENDA REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Darcy Mulvihill, Finance Director  
 Natalie Santillo, Accounting Tech/Deputy Clerk  
**SUBJECT:** Payment of Claims  
**DATE:** February 5, 2024

**OVERVIEW:**

Attached are the bills received since the last council meeting. Total checks to be written are \$206,636.79 plus any additional bills that are handed out at council meeting.

- Other Payments to be approved:
- Debt service payments –N/A
- Direct Transfers from Previous Month-N/A
- Credit Card Payment- N/A
- Manual Checks- N/A

**ACTION TO BE CONSIDERED:**

Approved under consent agenda to allow the Finance Director to draft checks or ACH withdrawals for the attached bill list. Please note additional bills may be handed out at the council meeting.

**BUDGET IMPLICATION:**

City bills

**Attachments:**

- 02-05-2024 Packet List-\$206,636.79

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 02/06/2024 - 02/06/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4K.

Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
<b>Vendor 10680 - ADVANCED GRAPHIX INC</b>							
213373							
00034626	ADVANCED GRAPHIX INC	01/31/2024		360.00	360.00	Open	N
	GRAPHICS FOR UTV		NSANTILLO				02/05/2024
	101-42110-40218		EQUIPMENT MAINTENANCE	360.00		1.00	360.00
Total Vendor 10680 - ADVANCED GRAPHIX INC				360.00	360.00		
<b>Vendor 6592 - ALLINA HEALTH</b>							
326876724							
00034521	ALLINA HEALTH	01/03/2024		946.55	946.55	Open	N
	SFFD - MEDICAL EVALS		NSANTILLO				02/05/2024
	101-42210-40208		TRAINING	946.55		1.00	946.55
Total Vendor 6592 - ALLINA HEALTH				946.55	946.55		
<b>Vendor 3811 - ANOKA COUNTY TREASURY</b>							
B240106P							
00034435	ANOKA COUNTY TREASURY	01/08/2024		225.00	225.00	Open	N
	BROADBAND		NSANTILLO				02/05/2024
	101-42110-40321		TELEPHONE	37.50		1.00	37.50
	101-42210-40321		TELEPHONE	37.50		1.00	37.50
	101-43100-40321		TELEPHONE	37.50		1.00	37.50
	101-45200-40321		TELEPHONE	37.50		1.00	37.50
	601-49440-40321		TELEPHONE	37.50		1.00	37.50
	602-49490-40321		TELEPHONE	37.50		1.00	37.50
B240116P							
00034547	ANOKA COUNTY TREASURY	01/16/2024		225.00	225.00	Open	N
	BROADBAND		NSANTILLO				02/05/2024
	101-42110-40321		TELEPHONE	37.50		1.00	37.50
	101-42210-40321		TELEPHONE	37.50		1.00	37.50
	101-43100-40321		TELEPHONE	37.50		1.00	37.50
	101-45200-40321		TELEPHONE	37.50		1.00	37.50
	601-49440-40321		TELEPHONE	37.50		1.00	37.50
	602-49490-40321		TELEPHONE	37.50		1.00	37.50
Total Vendor 3811 - ANOKA COUNTY TREASURY				450.00	450.00		
<b>Vendor 6364 - ARTISAN BEER COMPANY</b>							



INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 02/06/2024 - 02/06/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4K.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory					Units	Quantity	Unit Price
<b>Vendor 6364 - ARTISAN BEER COMPANY</b>							
3654672 00034532	ARTISAN BEER COMPANY THC 609-49751-40257	01/18/2024 JPFEIFER		826.05	826.05	Open	N 01/18/2024
		THC		826.05		1.00	826.05
382598 00034622	ARTISAN BEER COMPANY LIQUOR 609-49751-40252	01/24/2024 NSANTILLO		(473.72)	(473.72)	Open	N 01/24/2024
		BEER		(473.72)		1.00	(473.72)
Total Vendor 6364 - ARTISAN BEER COMPANY				352.33	352.33		
<b>Vendor 2591 - ASPEN MILLS</b>							
327129 00034594	ASPEN MILLS UNIFORMS-HEARN 101-42110-40437	01/28/2024 DMULVIHILL		122.99	122.99	Open	N 02/05/2024
		UNIFORMS-HEARN		122.99		1.00	122.99
Total Vendor 2591 - ASPEN MILLS				122.99	122.99		
<b>Vendor 7816 - AXON ENTERPRISE, INC</b>							
INUS222845 00034630	AXON ENTERPRISE, INC POLICE EQUIPMENT 101-42110-40237	01/26/2024 NSANTILLO		3,573.20	3,573.20	Open	N 02/05/2024
		SMALL EQUIPMENT		3,573.20		1.00	3,573.20
Total Vendor 7816 - AXON ENTERPRISE, INC				3,573.20	3,573.20		
<b>Vendor 53 - BELLBOY CORPORATION BAR SUPPLY</b>							
0107754500 00034105	BELLBOY CORPORATION BAR SUPPLY LIQUOR 609-49751-40251	12/13/2023 CBUSKEY		(8.78)	(8.78)	Open	N 12/31/2024
		LIQUOR		(8.78)		1.00	(8.78)
201967600 00034106	BELLBOY CORPORATION BAR SUPPLY LIQUOR 609-49751-40251	12/18/2023 CBUSKEY		(871.95)	(871.95)	Open	N 12/18/2023
		LIQUOR		(871.95)		1.00	(871.95)

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 02/06/2024 - 02/06/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4K.

Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
<b>Vendor 53 - BELLBOY CORPORATION BAR SUPPLY</b>							
0202359800							
00034571	BELLBOY CORPORATION BAR SUPPLY	01/23/2024		1,957.22	1,957.22	Open	N
	LIQUOR	JPFEIFER					01/23/2024
	609-49751-40251	LIQUOR		1,957.22		1.00	1,957.22
<b>0107913400</b>							
00034572	BELLBOY CORPORATION BAR SUPPLY	01/23/2024		196.90	196.90	Open	N
	MISC	JPFEIFER					01/23/2024
	609-49751-40254	MISCELLANEOUS MERCHANDISE		190.00		1.00	190.00
	609-49751-40206	FREIGHT		6.90		1.00	6.90
Total Vendor 53 - BELLBOY CORPORATION BAR SUPPLY				1,273.39	1,273.39		
<b>Vendor 7244 - BREAKTHRU BEVERAGE</b>							
114000791							
00034536	BREAKTHRU BEVERAGE	01/18/2024		3,511.63	3,511.63	Open	N
	LIQUOR	JPFEIFER					01/18/2024
	609-49751-40251	LIQUOR		3,207.71		1.00	3,207.71
	609-49751-40254	MISCELLANEOUS MERCHANDISE		200.00		1.00	200.00
	609-49751-40206	FREIGHT		63.92		1.00	63.92
	609-49751-40253	WINE		40.00		1.00	40.00
<b>114097730</b>							
00034583	BREAKTHRU BEVERAGE	01/25/2024		1,158.79	1,158.79	Open	N
	LIQUOR	CBUSKEY					01/25/2024
	609-49751-40206	FREIGHT		18.85		1.00	18.85
	609-49751-40251	LIQUOR		1,139.94		1.00	1,139.94
Total Vendor 7244 - BREAKTHRU BEVERAGE				4,670.42	4,670.42		
<b>Vendor 5474 - BUREAU OF CRIM APPREHENSION</b>							
33151							
00034559	BUREAU OF CRIM APPREHENSION	01/23/2024		75.00	75.00	Open	N
	DMT-G ONLINE RECERTIFICATION	NSANTILLO					02/05/2024
	101-42110-40208	DMT-G ONLINE RECERTIFICATION		75.00		1.00	75.00
<b>33197</b>							
00034576	BUREAU OF CRIM APPREHENSION	01/25/2024		25.00	25.00	Open	N
	TAC WORKSHOP	NSANTILLO					02/05/2024
	101-42110-40208	TAC WORKSHOP		25.00		1.00	25.00
Total Vendor 5474 - BUREAU OF CRIM APPREHENSION				100.00	100.00		

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 02/06/2024 - 02/06/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4K.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory					Units	Quantity	Unit Price
<b>Vendor 5474 - BUREAU OF CRIM APPREHENSION</b>							
<b>Vendor 7779 - CAPITOL BEVERAGE SALES, L.P</b>							
2937691 00034569	CAPITOL BEVERAGE SALES, L.P BEER 609-49751-40252	01/22/2024 JPFEIFER		(93.98)	(93.98)	open	N 01/22/2024
	BEER			(93.98)		1.00	(93.98)
2937692 00034570	CAPITOL BEVERAGE SALES, L.P BEER 609-49751-40252	01/22/2024 JPFEIFER		1,476.00	1,476.00	Open	N 01/22/2024
	BEER			1,476.00		1.00	1,476.00
Total Vendor 7779 - CAPITOL BEVERAGE SALES, L.P				1,382.02	1,382.02		
<b>Vendor 9746 - CENTURY COLLEGE</b>							
00779038 00034523	CENTURY COLLEGE 1ST QTR 2024 CEU FIRE PROGRAM 101-42210-40208	01/15/2024 NSANTILLO		2,300.00	2,300.00	open	N 02/05/2024
	TRAINING			2,300.00		1.00	2,300.00
1201186 00034524	CENTURY COLLEGE HAZARDOUS MATERIAL CLASS 101-42210-40208	01/18/2024 NSANTILLO		545.00	545.00	Open	N 02/05/2024
	TRAINING			545.00		1.00	545.00
Total Vendor 9746 - CENTURY COLLEGE				2,845.00	2,845.00		
<b>Vendor 9937 - CIVICPLUS LLC</b>							
290416 00034424	CIVICPLUS LLC SUPPLEMENT 12 TO CODE OF ORDINANCES 101-41400-40311	01/06/2024 DMULVIHILL		3,235.65	3,235.65	open	N 02/05/2024
	CONTRACT			3,235.65		1.00	3,235.65
Total Vendor 9937 - CIVICPLUS LLC				3,235.65	3,235.65		
<b>Vendor 6761 - COMPASS MINERALS, INC</b>							
1281345 00034613	COMPASS MINERALS, INC SALT 101-00000-14100	01/16/2024 NSANTILLO		14,631.92	14,631.92	Open	N 02/05/2024
	SALT			14,631.92		1.00	14,631.92

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 02/06/2024 - 02/06/2024

POSTED AND UNPOSTED  
OPEN

Agenda Item # 4K.

Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
<b>Vendor 6761 - COMPASS MINERALS, INC</b>							
Total Vendor 6761 - COMPASS MINERALS, INC				14,631.92	14,631.92		
<b>Vendor 91 - DAHLHEIMER DIST. CO. INC.</b>							
2092395							
00034439	DAHLHEIMER DIST. CO. INC.	01/17/2024		13,110.45	13,110.45	Open	N
	BEER	JPFEIFER					01/17/2024
	609-49751-40252	BEER		12,490.05		1.00	12,490.05
	609-49751-40251	LIQUOR		460.40		1.00	460.40
	609-49751-40254	MISCELLANEOUS MERCHANDISE		160.00		1.00	160.00
2099887							
00034567	DAHLHEIMER DIST. CO. INC.	01/24/2024		23,578.20	23,578.20	Open	N
	BEER	JPFEIFER					01/24/2024
	609-49751-40252	BEER		23,578.20		1.00	23,578.20
971-00236							
00034568	DAHLHEIMER DIST. CO. INC.	01/17/2024		(60.00)	(60.00)	open	N
	BEER	JPFEIFER					01/17/2024
	609-49751-40252	BEER		(60.00)		1.00	(60.00)
2104659							
00034628	DAHLHEIMER DIST. CO. INC.	01/31/2024		6,372.35	6,372.35	Open	N
	BEER	CBUSKEY					01/31/2024
	609-49751-40252	BEER		6,372.35		1.00	6,372.35
Total Vendor 91 - DAHLHEIMER DIST. CO. INC.				43,001.00	43,001.00		
<b>Vendor 107 - ECM PUBLISHERS, INC.</b>							
981606							
00034548	ECM PUBLISHERS, INC.	01/19/2024		80.62	80.62	open	N
	FEB 5 PH PROPERTY TAX ABATEMENT	NSANTILLO					02/05/2024
	101-41400-40352	GENERAL PUBLISHING		80.62		1.00	80.62
Total Vendor 107 - ECM PUBLISHERS, INC.				80.62	80.62		
<b>Vendor 545 - ELITE SANITATION</b>							
30393							
00034522	ELITE SANITATION	01/12/2024		923.00	923.00	Open	N
	PORTABLE RENTAL 12/10-01/06/2024	NSANTILLO					02/05/2024
	101-45200-40402	JANITORIAL SERVICE		923.00		1.00	923.00
Total Vendor 545 - ELITE SANITATION							

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 02/06/2024 - 02/06/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4K.

Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
<b>Vendor 545 - ELITE SANITATION</b>							
				923.00	923.00		
<b>Vendor 3447 - FERGUSON WATERWORKS #2516</b>							
0525128							
00034632	FERGUSON WATERWORKS #2516 METER	01/23/2024 NSANTILLO		666.23	666.23	Open	N 02/05/2024
Total Vendor 3447 - FERGUSON WATERWORKS #2516				666.23	666.23		
<b>Vendor 5429 - FIRE SAFETY USA, INC.</b>							
182199							
00034611	FIRE SAFETY USA, INC. ENGINE 1 REPAIRS 101-42210-40221	01/25/2024 NSANTILLO VEHICLE MAINTENANCE		6,548.75	6,548.75	Open	N 02/05/2024 6,548.75
182126							
00034612	FIRE SAFETY USA, INC. TANKER 2 REPAIRS 101-42210-40221	01/24/2024 NSANTILLO VEHICLE MAINTENANCE		1,135.00	1,135.00	Open	N 02/05/2024 1,135.00
Total Vendor 5429 - FIRE SAFETY USA, INC.				7,683.75	7,683.75		
<b>Vendor 132 - GRAINGER, INC.</b>							
9971535886							
00034563	GRAINGER, INC. CRANE TRUCK TANK 602-49490-40221	01/23/2024 DMULVIHILL VEHICLE MAINTENANCE		27.76	27.76	Open	N 02/05/2024 27.76
Total Vendor 132 - GRAINGER, INC.				27.76	27.76		
<b>Vendor 4691 - GRANITE CITY JOBBING CO.</b>							
371388							
00034609	GRANITE CITY JOBBING CO. TOBACCO/MISC/OPERATING 609-49751-40206 609-49750-40210 609-49751-40254 609-49751-40256	01/30/2024 CBUSKEY FREIGHT OPERATING SUPPLIES MISCELLANEOUS MERCHANDISE TOBACCO PRODUCTS		5,381.43	5,381.43	Open	N 01/30/2024 10.00 88.46 294.98 4,987.99
Total Vendor 4691 - GRANITE CITY JOBBING CO.				5,381.43	5,381.43		

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 02/06/2024 - 02/06/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4K.

Invoice Number	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inv Ref #	GL Distribution	Entered By			Units	Quantity	Unit Price
<b>Vendor 7512 - GREAT LAKES COCA-COLA</b>							
39472368015	GREAT LAKES COCA-COLA	01/16/2024		968.65	968.65	Open	N
00034444	MISC	JPFEIFER					01/18/2024
	609-49751-40254	MISCELLANEOUS MERCHANDISE		968.65		1.00	968.65
Total Vendor 7512 - GREAT LAKES COCA-COLA				968.65	968.65		
<b>Vendor 1645 - HAKANSON ANDERSON ASSOC., INC.</b>							
52305	HAKANSON ANDERSON ASSOC., INC.	12/31/2023		3,374.07	3,374.07	Open	N
00034552	MISC SITE PLAN REVIEWS	NSANTILLO					12/31/2023
52306	HAKANSON ANDERSON ASSOC., INC.	12/31/2023		687.00	687.00	Open	N
00034553	RIVERS EDGE 6TH ADDITION	NSANTILLO					12/31/2023
	803-00000-22043	ESC-LAKETOWN (RIVERS EDGE)		687.00		1.00	687.00
52307	HAKANSON ANDERSON ASSOC., INC.	12/31/2023		600.72	600.72	Open	N
00034554	2023 STREET REHAB PROJECT	NSANTILLO					12/31/2023
	101-43100-40303	ENGINEERING FEES		600.72		1.00	600.72
52308	HAKANSON ANDERSON ASSOC., INC.	12/31/2023		59.00	59.00	Open	N
00034555	GENERAL ENGINEERING	NSANTILLO					12/31/2023
	101-41910-40303	ENGINEERING FEES		59.00		1.00	59.00
52309	HAKANSON ANDERSON ASSOC., INC.	12/31/2023		800.00	800.00	Open	N
00034556	ROUTINE RETAINER	NSANTILLO					12/31/2023
	101-41910-40303	ENGINEERING FEES		133.33		1.00	133.33
	101-43100-40303	ENGINEERING FEES		133.33		1.00	133.33
	101-45200-40303	ENGINEERING FEES		133.33		1.00	133.33
	601-49440-40303	ENGINEERING FEES		133.33		1.00	133.33
	602-49490-40303	ENGINEERING FEES		133.33		1.00	133.33
	603-49500-40303	ENGINEERING FEES		133.35		1.00	133.35
52310	HAKANSON ANDERSON ASSOC., INC.	12/31/2023		455.80	455.80	Open	N
00034557	BUILDING PERMIT REVIEWS	NSANTILLO					12/31/2023
	101-42400-40303	ENGINEERING FEES		455.80		1.00	455.80
Total Vendor 1645 - HAKANSON ANDERSON ASSOC., INC.				5,976.59	5,976.59		

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 02/06/2024 - 02/06/2024

POSTED AND UNPOSTED  
OPEN

Agenda Item # 4K.

Invoice Number	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inv Ref #	Description	Entered By					Post Date
Inventory	GL Distribution				Units	Quantity	Unit Price
<b>Vendor 9357 - HARRIS</b>							
SR000050505 00034422	HARRIS	01/02/2024		3,927.00	3,927.00	Open	N
	CITY HALL PLAN-2024	DMULVIHILL					02/05/2024
	101-42110-40311	CONTRACT		785.40		1.00	785.40
	101-45200-40311	CONTRACT		785.40		1.00	785.40
	101-43100-40311	CONTRACT		785.40		1.00	785.40
	601-49440-40311	CONTRACT		785.40		1.00	785.40
	602-49490-40311	CONTRACT		785.40		1.00	785.40
SR000051020 00034539	HARRIS	01/18/2024		3,254.60	3,254.60	Open	N
	CHEM ROOM UNIT HEATER	DMULVIHILL					02/05/2024
	602-49490-40401	BUILDINGS MAINTENANCE		3,254.60		1.00	3,254.60
Total Vendor 9357 - HARRIS				7,181.60	7,181.60		
<b>Vendor 1175 - HAWKINS, INC.</b>							
6675193 00034592	HAWKINS, INC.	01/26/2024		2,646.03	2,646.03	Open	N
	SUPPLIES	DMULVIHILL					02/05/2024
	601-49440-40216	CHEMICALS		1,323.01		1.00	1,323.01
	602-49490-40216	CHEMICALS		1,323.02		1.00	1,323.02
6675194 00034593	HAWKINS, INC.	01/26/2024		8,725.63	8,725.63	Open	N
	FERRIC CHLORIDE	DMULVIHILL					02/05/2024
	602-49490-40216	CHEMICALS		8,725.63		1.00	8,725.63
Total Vendor 1175 - HAWKINS, INC.				11,371.66	11,371.66		
<b>Vendor 4873 - INNOVATIVE OFFICE SOLUTIONS, L</b>							
IN4438579 00034525	INNOVATIVE OFFICE SOLUTIONS, L	01/19/2024		67.17	67.17	Open	N
	OFFICE SUPPLIES	NSANTILLO					02/05/2024
	101-42110-40200	OFFICE SUPPLIES		67.17		1.00	67.17
IN4439779 00034542	INNOVATIVE OFFICE SOLUTIONS, L	01/19/2024		201.45	201.45	Open	N
	OFFICE SUPPLIES	NSANTILLO					02/05/2024
	101-42110-40200	OFFICE SUPPLIES		201.45		1.00	201.45

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 02/06/2024 - 02/06/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4K.

Invoice Number	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inv Ref #	GL Distribution	Entered By			Units	Quantity	Post Date
Inventory							Unit Price
<b>Vendor 4873 - INNOVATIVE OFFICE SOLUTIONS, L</b>							
IN4440952							
00034545	INNOVATIVE OFFICE SOLUTIONS, L	01/22/2024		30.48	30.48	Open	N
	OFFICE SUPPLIES	NSANTILLO					02/05/2024
	101-42110-40200	OFFICE SUPPLIES		30.48		1.00	30.48
Total Vendor 4873 - INNOVATIVE OFFICE SOLUTIONS, L				299.10	299.10		
<b>Vendor 4873 - INNOVATIVE OFFICE</b>							
IN4450492							
00034624	INNOVATIVE OFFICE	01/31/2024		50.47	50.47	Open	N
	SUPPLIES	DMULVIHILL					02/05/2024
	101-43100-40200	OFFICE SUPPLIES		12.62		1.00	12.62
	101-45200-40200	OFFICE SUPPLIES		12.62		1.00	12.62
	601-49440-40200	OFFICE SUPPLIES		12.62		1.00	12.62
	602-49490-40200	OFFICE SUPPLIES		12.61		1.00	12.61
Total Vendor 4873 - INNOVATIVE OFFICE				50.47	50.47		
<b>Vendor 10476 - IUOE LOCAL #49</b>							
.02012024							
00034560	IUOE LOCAL #49	02/01/2024		306.00	306.00	Open	N
	FEBRUARY 2024 DUES	NSANTILLO					02/05/2024
	101-00000-21707	FEBRUARY 2024 DUES		306.00		1.00	306.00
Total Vendor 10476 - IUOE LOCAL #49				306.00	306.00		
<b>Vendor EMP-REIMB - JASON LANCE</b>							
.01252024							
00034574	JASON LANCE	01/25/2024		104.00	104.00	Open	N
	EMT CERTIFICATION-LANCE	DMULVIHILL					02/05/2024
	101-42210-40208	TRAINING		104.00		1.00	104.00
Total Vendor EMP-REIMB - JASON LANCE				104.00	104.00		
<b>Vendor 4919 - JEFFERSON FIRE &amp; SAFETY, INC..</b>							
IN310652							
00034423	JEFFERSON FIRE & SAFETY, INC..	01/15/2024		3,554.75	3,554.75	Open	N
	NOZZLE AND GRIP	DMULVIHILL					02/05/2024
	101-42210-40237	SMALL EQUIPMENT		3,554.75		1.00	3,554.75



INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 02/06/2024 - 02/06/2024

POSTED AND UNPOSTED  
OPEN

Agenda Item # 4K.

Invoice Number

Inv Ref #	Vendor Description	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution				Units	Quantity	Unit Price
<b>Vendor 4919 - JEFFERSON FIRE &amp; SAFETY, INC..</b>							
Total Vendor 4919 - JEFFERSON FIRE & SAFETY, INC..				3,554.75	3,554.75		
<b>Vendor 154 - JOHNSON BROS WHLSE LIQUOR</b>							
2466822							
00034530	JOHNSON BROS WHLSE LIQUOR	01/18/2024		737.42	737.42	Open	N
	LIQUOR	JPFEIFER					01/18/2024
	609-49751-40251	LIQUOR		726.50		1.00	726.50
	609-49751-40206	FREIGHT		10.92		1.00	10.92
2466823							
00034531	JOHNSON BROS WHLSE LIQUOR	01/18/2024		200.28	200.28	Open	N
	WINE	JPFEIFER					01/18/2024
	609-49751-40253	WINE		193.00		1.00	193.00
	609-49751-40206	FREIGHT		7.28		1.00	7.28
2471137							
00034585	JOHNSON BROS WHLSE LIQUOR	01/25/2024		11,990.94	11,990.94	Open	N
	LIQUOR	CBUSKEY					01/25/2024
	609-49751-40206	FREIGHT		318.81		1.00	318.81
	609-49751-40251	LIQUOR		11,672.13		1.00	11,672.13
2471138							
00034586	JOHNSON BROS WHLSE LIQUOR	01/25/2024		1,242.54	1,242.54	Open	N
	WINE	CBUSKEY					01/25/2024
	609-49751-40206	FREIGHT		40.04		1.00	40.04
	609-49751-40253	WINE		1,202.50		1.00	1,202.50
283403							
00034615	JOHNSON BROS WHLSE LIQUOR	01/19/2024		(15.54)	(15.54)	Open	N
	LIQUOR	NSANTILLO					01/19/2024
	609-49751-40251	LIQUOR		(15.54)		1.00	(15.54)
283583							
00034616	JOHNSON BROS WHLSE LIQUOR	01/22/2024		(48.00)	(48.00)	Open	N
	WINE	NSANTILLO					01/22/2024
	609-49751-40253	WINE		(48.00)		1.00	(48.00)
Total Vendor 154 - JOHNSON BROS WHLSE LIQUOR				14,107.64	14,107.64		

Vendor 5182 - KIMS KLEANING

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 02/06/2024 - 02/06/2024

POSTED AND UNPOSTED  
OPEN

Agenda Item # 4K.

Invoice Number	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inv Ref #	Description	Entered By					Post Date
Inventory	GL Distribution				Units	Quantity	Unit Price
<b>Vendor 5182 - KIMS KLEANING</b>							
10084	KIMS KLEANING	01/25/2024		354.00	354.00	Open	N
00034595	CITY HALL CLEANING	DMULVIHILL					02/05/2024
	101-41940-40402	JANITORIAL SERVICE		354.00		1.00	354.00
<b>10085</b>							
00034596	KIMS KLEANING	01/25/2024		118.00	118.00	Open	N
	CLEANING-CC	DMULVIHILL					02/05/2024
	101-45000-40402	JANITORIAL SERVICE		118.00		1.00	118.00
<b>10086</b>							
00034597	KIMS KLEANING	01/25/2024		1,062.00	1,062.00	Open	N
	CLEANING-PW	DMULVIHILL					02/05/2024
	101-43100-40402	JANITORIAL SERVICE		265.50		1.00	265.50
	101-45200-40402	JANITORIAL SERVICE		265.50		1.00	265.50
	601-49440-40402	JANITORIAL SERVICE		265.50		1.00	265.50
	602-49490-40402	JANITORIAL SERVICE		265.50		1.00	265.50
<b>10087</b>							
00034598	KIMS KLEANING	01/25/2024		236.00	236.00	Open	N
	CLEANING-WATER PLANT	DMULVIHILL					02/05/2024
	601-49440-40402	JANITORIAL SERVICE		236.00		1.00	236.00
<b>10088</b>							
00034599	KIMS KLEANING	01/25/2024		1,062.00	1,062.00	Open	N
	CLEANING-POLICE	DMULVIHILL					02/05/2024
	101-42110-40402	JANITORIAL SERVICE		1,062.00		1.00	1,062.00
<b>10089</b>							
00034600	KIMS KLEANING	01/25/2024		324.50	324.50	Open	N
	CLEANING-WWTP	DMULVIHILL					02/05/2024
	602-49490-40402	JANITORIAL SERVICE		324.50		1.00	324.50
Total Vendor 5182 - KIMS KLEANING					<u>3,156.50</u>	<u>3,156.50</u>	
<b>Vendor 3135 - LAW ENFORCEMENT LABOR SVCS.</b>							
.02012024	LAW ENFORCEMENT LABOR SVCS.	02/01/2024		70.50	70.50	Open	N
00034561	FEB 2024 SGT UNION DUES	NSANTILLO					02/05/2024
	101-00000-21707	FEB 2024 SGT UNION DUES		70.50		1.00	70.50

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 02/06/2024 - 02/06/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4K.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due Units	Status Quantity	Posted Post Date Unit Price
<b>Vendor 3135 - LAW ENFORCEMENT LABOR SVCS.</b>							
.02012024-1 00034562	LAW ENFORCEMENT LABOR SVCS. FEB 2024 OFFICER UNION DUES 101-00000-21707	02/01/2024 NSANTILLO FEB 2024 OFFICER UNION DUES		564.00 564.00	564.00	Open 1.00	N 02/05/2024 564.00
Total Vendor 3135 - LAW ENFORCEMENT LABOR SVCS.				634.50	634.50		
<b>Vendor 10681 - LLC, PTL TIRE &amp; AUTO SERVICE</b>							
116382 00034633	LLC, PTL TIRE & AUTO SERVICE 2002 F250 REPAIRS/MAINT	11/07/2023 NSANTILLO		341.40	341.40	Open	N 12/31/2023
Total Vendor 10681 - LLC, PTL TIRE & AUTO SERVICE				341.40	341.40		
<b>Vendor 202 - MCDONALD DIST CO.</b>							
728623 00034440	MCDONALD DIST CO. BEER 609-49751-40252	01/17/2024 JPFEIFER BEER		20,617.56 20,617.56	20,617.56	Open 1.00	N 01/17/2024 20,617.56
5810299 00034441	MCDONALD DIST CO. LIQ 609-49751-40251	01/17/2024 JPFEIFER LIQUOR		(27.70) (27.70)	(27.70)	Open 1.00	N 01/18/2024 (27.70)
2810298 00034442	MCDONALD DIST CO. BEER 609-49751-40252	01/17/2024 JPFEIFER BEER		(20.40) (20.40)	(20.40)	Open 1.00	N 01/18/2024 (20.40)
728637 00034443	MCDONALD DIST CO. BEER 609-49751-40252	01/17/2024 JPFEIFER BEER		(543.87) (543.87)	(543.87)	Open 1.00	N 01/18/2024 (543.87)
729736 00034565	MCDONALD DIST CO. BEER 609-49751-40252	01/24/2024 JPFEIFER BEER		4,871.31 4,871.31	4,871.31	Open 1.00	N 01/24/2024 4,871.31

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 02/06/2024 - 02/06/2024

POSTED AND UNPOSTED  
OPEN

Agenda Item # 4K.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date Unit Price
Inventory					Units	Quantity	
<b>Vendor 202 - MCDONALD DIST CO.</b>							
<a href="#">729749</a>							
<a href="#">00034566</a>	MCDONALD DIST CO. BEER 609-49751-40252	01/24/2024 JPFEIFER		(24.69)	(24.69)	Open	N 01/24/2024 (24.69)
		BEER		(24.69)		1.00	
<a href="#">730717</a>							
<a href="#">00034627</a>	MCDONALD DIST CO. BEER 609-49751-40252 609-49751-40255	01/31/2024 CBUSKEY		774.85	774.85	Open	N 01/31/2024
		BEER		626.40		1.00	626.40
		N/A PRODUCTS		148.45		1.00	148.45
Total Vendor 202 - MCDONALD DIST CO.					<u>25,647.06</u>	<u>25,647.06</u>	
<b>Vendor 3689 - METRO SALES, INC.</b>							
<a href="#">INV2413727</a>							
<a href="#">00034543</a>	METRO SALES, INC. COPIES 101-43100-40240 101-43100-40240 101-45200-40240 601-49440-40240 602-49490-40240	11/28/2023 NSANTILLO		262.20	262.20	Open	N 12/31/2023
		OFFICE EQUIP		52.44		1.00	52.44
		OFFICE EQUIP		52.44		1.00	52.44
		OFFICE EQUIP		52.44		1.00	52.44
		OFFICE EQUIP		52.44		1.00	52.44
		OFFICE EQUIP		52.44		1.00	52.44
<a href="#">INV2430296</a>							
<a href="#">00034544</a>	METRO SALES, INC. COPIES 101-43100-40240 101-43210-40240 602-49490-40240 601-49440-40240 101-45200-40240	12/21/2023 NSANTILLO		237.62	237.62	Open	N 12/31/2023
		OFFICE EQUIP		47.52		1.00	47.52
		OFFICE EQUIP		47.52		1.00	47.52
		OFFICE EQUIP		47.52		1.00	47.52
		OFFICE EQUIP		47.52		1.00	47.52
		OFFICE EQUIP		47.54		1.00	47.54
<a href="#">INV2445797</a>							
<a href="#">00034546</a>	METRO SALES, INC. COPIES 101-42110-40311	01/16/2024 NSANTILLO		424.90	424.90	Open	N 02/05/2024
		CONTRACT		424.90		1.00	424.90

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 02/06/2024 - 02/06/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4K.

Invoice Number	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inv Ref #	GL Distribution	Entered By			Units	Quantity	Unit Price
<b>Vendor 3689 - METRO SALES, INC.</b>							
INV2453828							
00034601	METRO SALES, INC.	01/26/2024		236.93	236.93	Open	N
	COPIES	DMULVIHILL					02/05/2024
	101-43100-40240	OFFICE EQUIP		47.39		1.00	47.39
	101-45200-40240	OFFICE EQUIP		47.39		1.00	47.39
	602-49490-40240	OFFICE EQUIP		47.39		1.00	47.39
	601-49440-40240	OFFICE EQUIP		47.39		1.00	47.39
	101-43210-40240	OFFICE EQUIP		47.37		1.00	47.37
Total Vendor 3689 - METRO SALES, INC.				1,161.65	1,161.65		
<b>Vendor 181 - METRO WEST INSPECTIONS SERVICE</b>							
3973							
00034631	METRO WEST INSPECTIONS SERVICE	12/27/2024		7,491.74	7,491.74	Open	N
	PERMITS FINALED OR EXPIRED DEC 2023	NSANTILLO					12/31/2023
Total Vendor 181 - METRO WEST INSPECTIONS SERVICE				7,491.74	7,491.74		
<b>Vendor 6269 - MHSRC/RANGE</b>							
337900-10591							
00034558	MHSRC/RANGE	01/23/2024		1,020.00	1,020.00	Open	N
	EVOC/PIT REFRESHER COURSE	NSANTILLO					02/05/2024
	101-42110-40208	EVOC/PIT REFRESHER COURSE		1,020.00		1.00	1,020.00
Total Vendor 6269 - MHSRC/RANGE				1,020.00	1,020.00		
<b>Vendor 3505 - MN MUNICIPAL UTILITIES ASSOCIATION</b>							
63315							
00034520	MN MUNICIPAL UTILITIES ASSOCIATION	01/04/2024		547.00	547.00	Open	N
	2024 WATER UTILITY MEMBER DUES	NSANTILLO					02/05/2024
	601-49440-40433	DUES AND SUBSCRIPTIONS		273.50		1.00	273.50
	602-49490-40433	DUES AND SUBSCRIPTIONS		273.50		1.00	273.50
Total Vendor 3505 - MN MUNICIPAL UTILITIES ASSOCIATION				547.00	547.00		
<b>Vendor 4745 - MN NCPERS LIFE INSURANCE</b>							
733400022024							
00034518	MN NCPERS LIFE INSURANCE	01/01/2024		128.00	128.00	Open	N
	INSURANCE	NSANTILLO					02/05/2024
	101-00000-21713	MN LIFE		128.00		1.00	128.00
Total Vendor 4745 - MN NCPERS LIFE INSURANCE							

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 02/06/2024 - 02/06/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4K.

Invoice Number	Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution	Entered By				Units	Quantity	Unit Price
<b>Vendor 4745 - MN NCPERS LIFE INSURANCE</b>					128.00	128.00		
<b>Vendor 4605 - OPUS 21</b>								
231244	00034519	OPUS 21	01/09/2024		2,884.82	2,884.82	Open	N
		UTILITY BILLING	NSANTILLO					02/05/2024
		601-49440-40382	UTILITY BILLING		1,442.41		1.00	1,442.41
		602-49490-40382	UTILITY BILLING		1,442.41		1.00	1,442.41
Total Vendor 4605 - OPUS 21					2,884.82	2,884.82		
<b>Vendor 3753 - PAUSTIS WINE COMPANY</b>								
225624	00034438	PAUSTIS WINE COMPANY	01/15/2024		794.00	794.00	Open	N
		WINE	JPFEIFER					02/05/2024
		609-49751-40253	WINE		779.00		1.00	779.00
		609-49751-40206	FREIGHT		15.00		1.00	15.00
Total Vendor 3753 - PAUSTIS WINE COMPANY					794.00	794.00		
<b>Vendor 214 - PHILLIPS WINE &amp; SPIRITS CO.</b>								
6725024	00034533	PHILLIPS WINE & SPIRITS CO.	01/18/2024		2,644.49	2,644.49	Open	N
		LIQUOR	JPFEIFER					01/18/2024
		609-49751-40251	LIQUOR		2,620.83		1.00	2,620.83
		609-49751-40206	FREIGHT		23.66		1.00	23.66
6725025	00034534	PHILLIPS WINE & SPIRITS CO.	01/18/2024		41.82	41.82	Open	N
		WINE	JPFEIFER					01/18/2024
		609-49751-40253	WINE		40.00		1.00	40.00
		609-49751-40206	FREIGHT		1.82		1.00	1.82
6725026	00034535	PHILLIPS WINE & SPIRITS CO.	01/18/2022		30.32	30.32	Open	N
		MISC	JPFEIFER					01/18/2024
		609-49751-40254	MISCELLANEOUS MERCHANDISE		28.50		1.00	28.50
		609-49751-40206	FREIGHT		1.82		1.00	1.82

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 02/06/2024 - 02/06/2024

POSTED AND UNPOSTED  
OPEN

Agenda Item # 4K.

Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inventory	GL Distribution	Entered By			Units	Quantity	Post Date
							Unit Price
<b>Vendor 214 - PHILLIPS WINE &amp; SPIRITS CO.</b>							
6728510	PHILLIPS WINE & SPIRITS CO.	01/25/2024		570.85	570.85	Open	N
00034587	WINE	CBUSKEY					01/25/2024
	609-49751-40206	FREIGHT		23.66		1.00	23.66
	609-49751-40253	WINE		547.19		1.00	547.19
6728509	PHILLIPS WINE & SPIRITS CO.	01/25/2024		1,137.67	1,137.67	Open	N
00034588	LIQUOR	CBUSKEY					01/25/2024
	609-49751-40206	FREIGHT		16.37		1.00	16.37
	609-49751-40251	LIQUOR		1,121.30		1.00	1,121.30
516985	PHILLIPS WINE & SPIRITS CO.	01/19/2024		(15.16)	(15.16)	Open	N
00034614	WINE	NSANTILLO					01/19/2024
	609-49751-40253	WINE		(15.16)		1.00	(15.16)
517063	PHILLIPS WINE & SPIRITS CO.	01/22/2024		(16.54)	(16.54)	Open	N
00034617	WINE	NSANTILLO					01/22/2024
	609-49751-40253	WINE		(16.54)		1.00	(16.54)
517062	PHILLIPS WINE & SPIRITS CO.	01/22/2024		(10.08)	(10.08)	Open	N
00034618	WINE	NSANTILLO					01/22/2024
	609-49751-40251	LIQUOR		(10.08)		1.00	(10.08)
Total Vendor 214 - PHILLIPS WINE & SPIRITS CO.							
				4,383.37	4,383.37		

**Vendor 9925 - RMB ENVIRONMENTAL LABORATORIES, INC**

8011654	RMB ENVIRONMENTAL LABORATORIES, INC	01/16/2024		206.91	206.91	Open	N
00034425	WEEKS 2-4 COOLER 1	DMULVIHILL					02/05/2024
	602-49490-40313	SAMPLE TESTING		206.91		1.00	206.91
8011681	RMB ENVIRONMENTAL LABORATORIES, INC	01/17/2024		198.55	198.55	Open	N
00034434	ALL WEEKS COOLER 2	DMULVIHILL					02/05/2024
	602-49490-40313	SAMPLE TESTING		198.55		1.00	198.55

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 02/06/2024 - 02/06/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4K.

Invoice Number

Inv Ref #	Vendor Description	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution				Units	Quantity	Unit Price
<b>Vendor 9925 - RMB ENVIRONMENTAL LABORATORIES, INC</b>							
B011712 00034564	RMB ENVIRONMENTAL LABORATORIES, INC	01/23/2024		206.91	206.91	Open	N
	WEEKS 2-4 COOLER 1	DMULVIHILL					02/05/2024
	602-49490-40313	SAMPLE TESTING		206.91		1.00	206.91
B011735 00034575	RMB ENVIRONMENTAL LABORATORIES, INC	01/25/2024		156.75	156.75	Open	N
	ALL WEEKS COOLER 2	DMULVIHILL					02/05/2024
	602-49490-40313	SAMPLE TESTING		156.75		1.00	156.75
B011759 00034625	RMB ENVIRONMENTAL LABORATORIES, INC	01/30/2024		206.91	206.91	Open	N
	WEEKS 2-4 COOLER 1	DMULVIHILL					02/05/2024
Total Vendor 9925 - RMB ENVIRONMENTAL LABORATORIES, INC				976.03	976.03		
<b>Vendor 9174 - SHORT ELLIOTT HENDRICKSON INC</b>							
460080 00034541	SHORT ELLIOTT HENDRICKSON INC	01/16/2024		2,534.63	2,534.63	Open	N
	CHEMICALS	NSANTILLO					02/05/2024
	602-49490-40311	CONTRACT		2,534.63		1.00	2,534.63
Total Vendor 9174 - SHORT ELLIOTT HENDRICKSON INC				2,534.63	2,534.63		
<b>Vendor 7455 - SOUTHERN GLAZERS OF MN</b>							
2435536 00034529	SOUTHERN GLAZERS OF MN	01/18/2024		3,488.42	3,488.42	Open	N
	LIQUOR	JPFEIFER					01/18/2024
	609-49751-40251	LIQUOR		3,447.46		1.00	3,447.46
	609-49751-40206	FREIGHT		40.96		1.00	40.96
2437932 00034580	SOUTHERN GLAZERS OF MN	01/25/2024		26.88	26.88	Open	N
	FREIGHT	CBUSKEY					01/25/2024
	609-49751-40206	FREIGHT		26.88		1.00	26.88
2437933 00034581	SOUTHERN GLAZERS OF MN	01/25/2024		8,407.91	8,407.91	Open	N
	LIQUOR	CBUSKEY					01/25/2024
	609-49751-40206	FREIGHT		76.80		1.00	76.80
	609-49751-40251	LIQUOR		8,331.11		1.00	8,331.11



INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 02/06/2024 - 02/06/2024

POSTED AND UNPOSTED  
OPEN

Agenda Item # 4K.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory					Units	Quantity	Unit Price
<b>Vendor 7455 - SOUTHERN GLAZERS OF MN</b>							
2437934							
00034582	SOUTHERN GLAZERS OF MN WINE	01/25/2024 CBUSKEY		264.04	264.04	Open	N 01/25/2024
	609-49751-40206	FREIGHT		2.88		1.00	2.88
	609-49751-40253	WINE		261.16		1.00	261.16
9558936							
00034589	SOUTHERN GLAZERS OF MN LIQUOR	01/09/2024 CBUSKEY		(165.00)	(165.00)	open	N 01/09/2024
	609-49751-40251	LIQUOR		(165.00)		1.00	(165.00)
Total Vendor 7455 - SOUTHERN GLAZERS OF MN					<u>12,022.25</u>	<u>12,022.25</u>	
<b>Vendor 7693 - SPOT ON</b>							
2023123							
00034537	SPOT ON RECYCLING TRAILER LETTERING	12/14/2023 JSHOOK		934.00	934.00	Open	N 12/31/2023
	101-43210-40218	EQUIPMENT MAINTENANCE		934.00		1.00	934.00
2023132							
00034590	SPOT ON BUSINESS CARDS-HUMANN	01/26/2024 DMULVIHILL		36.00	36.00	open	N 02/05/2024
	101-42110-40200	OFFICE SUPPLIES		36.00		1.00	36.00
2023124							
00034591	SPOT ON VINYL LETTERING	01/26/2024 DMULVIHILL		168.06	168.06	Open	N 02/05/2024
	101-43100-40213	VEHICLE MAINTENANCE		84.03		1.00	84.03
	101-45200-40213	VEHICLE SUPPLIES		84.03		1.00	84.03
Total Vendor 7693 - SPOT ON					<u>1,138.06</u>	<u>1,138.06</u>	
<b>Vendor 2983 - ST. FRANCIS AREA CHAMBER</b>							
9							
00034433	ST. FRANCIS AREA CHAMBER ANNUAL MEMBERSHIP DUES	01/09/2024 CBAUMGARDNER		150.00	150.00	Open	N 02/05/2024
	101-41910-40318	ECONOMIC DEVELOPMENT		150.00		1.00	150.00
Total Vendor 2983 - ST. FRANCIS AREA CHAMBER					<u>150.00</u>	<u>150.00</u>	
<b>Vendor 10679 - STOPSTICK, LTD</b>							

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 02/06/2024 - 02/06/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4K.

Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inventory	GL Distribution	Entered By			Units	Quantity	Post Date
							Unit Price
<b>Vendor 10679 - STOPSTICK, LTD</b>							
0032141							
00034573	STOPSTICK, LTD	01/24/2024		80.00	80.00	Open	N
	CORD REEL		NSANTILLO				02/05/2024
	101-42110-40237		SMALL EQUIPMENT	80.00		1.00	80.00
Total Vendor 10679 - STOPSTICK, LTD					80.00	80.00	
<b>Vendor 4940 - THE AMERICAN BOTTLING COMPANY</b>							
3562336321							
00034578	THE AMERICAN BOTTLING COMPANY	01/25/2024		603.50	603.50	Open	N
	MISC		CBUSKEY				01/25/2024
	609-49751-40254		MISCELLANEOUS MERCHANDISE	603.50		1.00	603.50
Total Vendor 4940 - THE AMERICAN BOTTLING COMPANY					603.50	603.50	
<b>Vendor 863 - THE BERNICK COMPANIES</b>							
10172962							
00034526	THE BERNICK COMPANIES	01/18/2024		895.50	895.50	Open	N
	BEER		JPFEIFER				01/18/2024
	609-49751-40252		BEER	895.50		1.00	895.50
10172963							
00034527	THE BERNICK COMPANIES	01/18/2024		24.00	24.00	Open	N
	MISC		JPFEIFER				01/18/2024
	609-49751-40254		MISCELLANEOUS MERCHANDISE	24.00		1.00	24.00
10172961							
00034528	THE BERNICK COMPANIES	01/18/2024		138.50	138.50	Open	N
	THC		JPFEIFER				01/19/2024
	609-49751-40257		THC	138.50		1.00	138.50
10175489							
00034584	THE BERNICK COMPANIES	01/25/2024		520.75	520.75	Open	N
	BEER		CBUSKEY				01/25/2024
	609-49751-40252		BEER	520.75		1.00	520.75
Total Vendor 863 - THE BERNICK COMPANIES					1,578.75	1,578.75	
<b>Vendor 9559 - TIMESAVER OFF SITE SEC. INC</b>							

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 02/06/2024 - 02/06/2024

POSTED AND UNPOSTED  
OPEN

Agenda Item # 4K.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory					Units	Quantity	Unit Price
<b>Vendor 9559 - TIMESAVER OFF SITE SEC. INC</b>							
M28862							
00034610	TIMESAVER OFF SITE SEC. INC MINUTES 101-41400-40311	01/12/2024 NSANTILLO CONTRACT		326.00 326.00	326.00	Open 1.00	N 02/05/2024 326.00
Total Vendor 9559 - TIMESAVER OFF SITE SEC. INC				326.00	326.00		
<b>Vendor 263 - TOTAL REGISTER</b>							
2109							
00034577	TOTAL REGISTER COMPUTER SOFTWARE 609-49750-40310	01/23/2024 NSANTILLO COMPUTER CONSULTING FEES		1,827.31 1,827.31	1,827.31	Open 1.00	N 02/05/2024 1,827.31
Total Vendor 263 - TOTAL REGISTER				1,827.31	1,827.31		
<b>Vendor 10678 - VERITONE, INC</b>							
616203							
00034540	VERITONE, INC REDACT WORK 402-42110-40570	01/21/2024 NSANTILLO REDACT WORK		1,200.00 1,200.00	1,200.00	Open 1.00	N 02/05/2024 1,200.00
Total Vendor 10678 - VERITONE, INC				1,200.00	1,200.00		
<b>Vendor 4344 - VINOPIA, INC.</b>							
0344288-CM							
00034551	VINOPIA, INC. WINE 609-49751-40206	01/16/2024 NSANTILLO FREIGHT		(9.00) (9.00)	(9.00)	Open 1.00	N 02/05/2024 (9.00)
0345031							
00034579	VINOPIA, INC. WINE 609-49751-40253 609-49751-40206	01/26/2024 CBUSKEY WINE FREIGHT		391.50 384.00 7.50	391.50	Open 1.00 1.00	N 01/26/2024 384.00 7.50
Total Vendor 4344 - VINOPIA, INC.				382.50	382.50		

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 02/06/2024 - 02/06/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4K.

Invoice Number	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inv Ref #	GL Distribution	Entered By			Units	Quantity	Post Date
Inventory							Unit Price
# of Invoices:	101	# Due:	101	Totals:	209,041.20		209,041.20
# of Credit Memos:	16	# Due:	16	Totals:	(2,404.41)		(2,404.41)
Net of Invoices and Credit Memos:					206,636.79		206,636.79
--- TOTALS BY GL BANK ---							
	GNCKG				206,636.79		
--- TOTALS BY GL DISTRIBUTIONS ---							
	101-00000-14100				14,631.92		
	101-00000-21707				940.50		
	101-00000-21713				128.00		
	101-41400-40311				3,561.65		
	101-41400-40352				80.62		
	101-41910-40303				192.33		
	101-41910-40318				150.00		
	101-41940-40402				354.00		
	101-42110-40200				335.10		
	101-42110-40208				1,120.00		
	101-42110-40218				360.00		
	101-42110-40237				3,653.20		
	101-42110-40311				1,210.30		
	101-42110-40321				75.00		
	101-42110-40402				1,062.00		
	101-42110-40437				122.99		
	101-42210-40208				3,895.55		
	101-42210-40221				7,683.75		
	101-42210-40237				3,554.75		
	101-42210-40321				75.00		
	101-42400-40303				455.80		
	101-43100-40200				12.62		
	101-43100-40213				84.03		
	101-43100-40240				199.79		
	101-43100-40303				734.05		
	101-43100-40311				785.40		
	101-43100-40321				75.00		
	101-43100-40402				265.50		
	101-43210-40218				934.00		
	101-43210-40240				94.89		
	101-45000-40402				118.00		
	101-45200-40200				12.62		
	101-45200-40213				84.03		
	101-45200-40240				147.37		
	101-45200-40303				133.33		
	101-45200-40311				785.40		
	101-45200-40321				75.00		
	101-45200-40402				1,188.50		
	402-42110-40570				1,200.00		

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 02/06/2024 - 02/06/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4K.

Invoice Number	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inv Ref #	GL Distribution	Entered By			Units	Quantity	Post Date
Inventory							Unit Price
	601-49440-40200			12.62			
	601-49440-40216			1,323.01			
	601-49440-40240			147.35			
	601-49440-40303			133.33			
	601-49440-40311			785.40			
	601-49440-40321			75.00			
	601-49440-40382			1,442.41			
	601-49440-40402			501.50			
	601-49440-40433			273.50			
	602-49490-40200			12.61			
	602-49490-40216			10,048.65			
	602-49490-40221			27.76			
	602-49490-40240			147.35			
	602-49490-40303			133.33			
	602-49490-40311			3,320.03			
	602-49490-40313			769.12			
	602-49490-40321			75.00			
	602-49490-40382			1,442.41			
	602-49490-40401			3,254.60			
	602-49490-40402			590.00			
	602-49490-40433			273.50			
	603-49500-40303			133.35			
	609-49750-40210			88.46			
	609-49750-40310			1,827.31			
	609-49751-40206			705.07			
	609-49751-40251			33,585.55			
	609-49751-40252			70,231.46			
	609-49751-40253			3,367.15			
	609-49751-40254			2,469.63			
	609-49751-40255			148.45			
	609-49751-40256			4,987.99			
	609-49751-40257			964.55			
	803-00000-22043			687.00			
--- TOTALS BY FUND ---							
	101 GENERAL FUND			49,371.99			49,371.99
	402 CAPITAL EQUIPMENT FUND			1,200.00			1,200.00
	601 WATER FUND			4,694.12			4,694.12
	602 SEWER FUND			20,094.36			20,094.36
	603 STORM WATER FUND			133.35			133.35
	609 LIQUOR FUND			118,375.62			118,375.62
	803 ESCROW			687.00			687.00
--- TOTALS BY DEPT/ACTIVITY ---							
	00000 UNASSIGNED			16,387.42			16,387.42
	41400 ADMINISTRATION			3,642.27			3,642.27
	41910 COMMUNITY DEVELOPMENT			342.33			342.33
	41940 BUILDINGS			354.00			354.00

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 02/06/2024 - 02/06/2024

POSTED AND UNPOSTED  
OPEN

Agenda Item # 4K.

Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inventory	GL Distribution	Entered By			Units	Quantity	Post Date
							Unit Price
	42110 POLICE			9,138.59	9,138.59		
	42210 FIRE			15,209.05	15,209.05		
	42400 BUILDING INSPECTIONS			455.80	455.80		
	43100 STREETS			2,156.39	2,156.39		
	43210 RECYCLING			1,028.89	1,028.89		
	45000 COMMUNITY CENTER			118.00	118.00		
	45200 PARKS			2,426.25	2,426.25		
	49440 WATER DEPT			4,694.12	4,694.12		
	49490 SEWER DEPT			20,094.36	20,094.36		
	49500 STORM WATER DEPT			133.35	133.35		
	49750 LIQUOR STORE			1,915.77	1,915.77		
	49751 MERCHANDISE PURCHASES			116,459.85	116,459.85		



# CITY COUNCIL AGENDA REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Colette Baumgardner, Community Development Director  
**SUBJECT:** Tax Abatement for Vista Prairie  
**DATE:** February 5, 2024

**OVERVIEW:**

Vista Prairie Communities has submitted a business subsidy request for tax abatement for City Council’s consideration. Ehler’s Public Finance Advisors has reviewed the request, and their analysis supports that the abatement requested is reasonable. The abatement will be used to help meet the Debt Coverage Ratio requirements from the lenders. See Ehler’s summary memorandums in the attachments for more detail on this analysis.

City Council approved the site plan for the development in April 2022. The development would provide much needed senior housing to St. Francis with a mix of housing options including 60 units of independent living, 43 units of assisted living, 24 units of memory care, and 8 units of care suites. This building style allows seniors to age in place as their condition changes.

The facility would support the local economy by creating 47 new full time employee jobs in the City with an average wage of \$23 per hour. Facilities of this kind also support local economic growth by bringing visitor traffic to patronize local business while visiting a loved one. Additionally, the facility would serve as an example of development that is possible in the City and encourage future developers to invest here.

**ACTION TO BE CONSIDERED:**

- Move to approve the Tax Abatement Agreement with Vista Prairie Communities, subject to attorney approval as to form

**BUDGET IMPLICATION:**

- Reduced tax income potential over the abatement. The City is currently receiving approximately \$4,834 in tax income from the property a year. During the abatement, City would continue to earn the tax calculated from no improvements being on the land, but it would not receive taxes for the improved value. After the abatement, the City could receive up to approximately \$213,800 in tax income from the property a year if the project is completed.

**ATTACHMENTS:**

1. Memorandum from Ehlers – Analysis of Financial Request
2. Ehlers Cashflow Analysis
3. Tax Abatement Agreement
4. Project renderings



## MEMORANDUM

TO: Colette Baumgardner – Community Development Director  
 FROM: Nick Anhut – Ehlers  
 DATE: January 31, 2024  
 SUBJECT: Vista Prairie Development – Analysis of Financial Request

The City of St. Francis received a public financial assistance request from Vista Prairie (the “Developer”) seeking public financial assistance for the proposed development of a 17-acre site at 23465 St. Francis Blvd NW. The Developer proposes to construct a 134-unit senior living community facility. Construction would commence in 2024 and is anticipated to cost approximately \$47.8 million. The Developer cited a financial gap in their financial projections for the project (“proforma”) and requested consideration of a City tax abatement to fill the anticipated gap.

### Financial Analysis

Ehlers undertook a review of the project to determine how much assistance would be warranted. The review included comparison to industry standards for construction, land, overall project costs, market rents, operating expenses, developer fees, underwriting and financing criteria, and market returns on investment. The anticipated project sources and uses are as follows:

<b>SOURCES</b>			
	<b>Amount</b>	<b>Pct.</b>	<b>Per Unit</b>
First Mortgage	31,000,000	65%	231,343
CSPACE	7,585,000	16%	56,604
Equity	9,227,110	19%	68,859
<b>TOTAL SOURCES</b>	<b>47,812,110</b>	<b>100%</b>	<b>356,807</b>

<b>USES</b>			
	<b>Amount</b>	<b>Pct.</b>	<b>Per Unit</b>
Acquisition Costs	807,110	2%	6,023
Construction Costs (Including Permits/Fees)	33,550,000	70%	250,373
Professional Services	4,180,000	9%	31,194
Financing Costs	4,586,000	10%	34,224
Developer Fee	1,500,000	3%	11,194
Cash Accounts/Escrows/Reserves	3,189,000	7%	23,799
<b>TOTAL USES</b>	<b>47,812,110</b>	<b>100%</b>	<b>356,807</b>

Developers use different metrics based on the requirements of the type of debt underwriting and equity investment obtained for each project. This Developer is primarily relying on demonstrating that the project’s initial operating income will be sufficient to provide coverage for the primary and secondary debt needed for the project. We additionally evaluated the anticipated return on investment measures common in the industry. Debt coverage is calculated by dividing the project’s annual net operating income (annual rent and fee revenues less the expenses incurred to operate the facility) by the anticipated annual debt service expense of the project. The underwriting for the Developer’s two forms of financing require a minimum debt service





coverages of 115% and 130%, which is consistent with the standard range of underwriting criteria established for most projects being completed in the market today.

<b>Ehlers Restated Pro Forma Analysis</b>		
<u>Year 3 - 2028</u>		<u>Notes</u>
Stabilized Revenue:	8,961,589	<i>Assumes 5% vacancy</i>
Operating Expenses:	5,394,094	<i>Includes Property Tax Estimate</i>
Net Operating Income:	3,567,495	
less: Mortgage	(2,284,405)	<i>5.50% Interest; 25 yr term</i>
less: CPACE	(809,102)	<i>8.23% interest; 20 yr term</i>
Remaining Cashflow:	473,987	<i>Annual Return on Equity: 5.1%</i>
Debt Coverage:	115.3%	
City Abatement:	\$213,872	
Adjusted Coverage:	<b>122.2%</b>	

On its own after stabilization, the project is only expected to provide 115% coverage by year 3, which creates a shortfall (or “gap”) in the financing necessary to fund the expected project costs.

As a means to provide sufficient coverage to finance the full project costs, we analyzed the potential property taxes associated with the completed project. Minnesota Statutes, Sections 469.1812 to 469.1816 (the “Abatement Act”), authorizes a city, county or school district to adopt a tax abatement for up to 20 years in order to create certain public benefits that, in the long-run, outweigh the costs. New housing and access to services, new employment and expanding the tax base are all qualifying benefits.

Upon completion of construction, occupancy and stabilization, the assessor’s estimated market value for the property is \$35 million. This equates to potentially \$213,872 in new City of St. Francis annual property taxes using the current local tax rate imposed by the City’s levy. Under the terms of an abatement agreement, the City could remit abated tax receipts from the project to help with the financing. Based on a review of the current budget, proforma, and investment returns (focusing on debt coverage), as well as our analysis of the potential tax abatement, using the full abatement amount helps the project to become financeable.

**Lookback Provisions**

Lookbacks are financial reviews after the project is built to ensure the public assistance was set at an appropriate level. They require the amount or term of assistance to be adjusted if the lookback determines that more assistance was provided than necessary. Lookback provisions discussed with the Developer are as follows:

- (1) Review of total development costs and financing upon certificate of occupancy - reduction in the annual tax abatement amount if the actual project debt service coverage exceeds the minimum underwriting threshold,
- (2) Ability to terminate the abatement upon the event of a sale to a third party at any point during the 10-year abatement term, and
- (3) Ability to terminate or adjust the annual abatement amount upon a refinancing if the project’s operating revenues have stabilized to provide 125% debt service coverage.

## Recommendation

Based on our review of the Developer's proforma and under current market conditions, the proposed development may not reasonably be expected to occur solely through private investment within the near future. We conclude that no more than 10 years of Tax Abatement assistance, equivalent to up to \$1.9 million in new future city tax receipts created by the project, is warranted. The assistance amount should be verified with the lookback provisions adopted within the financing agreement with the Developer as described above.

These recommendations are included in the draft agreement for consideration by the City Council on February 5, 2024.

Please contact me at 651-697-8507 with any questions.



## Vista Prairie at Eagle Pointe

City of St. Francis, MN

134-unit Senior Living Community

### ASSUMPTIONS AND RATES

<b>District Type:</b>	<b>Abatement</b>		
<b>First Year Construction or Inflation on Value</b>	<b>2024</b>	Current Total Local Tax Rate:	95.586% Prelim. Pay 2024
Inflation Rate - Every Year:	<b>0.00%</b>	Current City Tax Rate	49.9900% Prelim. Pay 2024
Interest Rate (Present Value Factor):	<b>0.00%</b>	Current County Tax Rate	26.8730% Prelim. Pay 2024
Present Value Date:	<b>1-Aug-25</b>	Current School District No. 15 Tax Rate	16.1900% Prelim. Pay 2024
First Period Ending	1-Feb-26	Current Other Tax Rate	2.5330% Prelim. Pay 2024
Cashflow Assumes First Abatement	2026	State-wide Tax Rate (Comm./Ind. only used for total taxes)	33.0000% Pay 2024
Cashflow Assumes Last Year of Abatement	2035	Market Value Tax Rate (Used for total taxes)	0.08905% Prelim. Pay 2024
Fiscal Disparities Election [Inside, Outside or NA]		<b>PROPERTY TAX CLASSES AND CLASS RATES:</b>	
Incremental or Total Fiscal Disparities		Exempt Class Rate (Exempt)	0.00%
Fiscal Disparities Contribution Ratio	35.1258%	Commercial Industrial Preferred Class Rate (C/I Pref.)	
Fiscal Disparities Metro-Wide Tax Rate	123.0260%	First \$150,000	1.50%
		Over \$150,000	2.00%
Maximum Term of City Abatement	<b>10</b>	Commercial Industrial Class Rate (C/I)	2.00%
Maximum Term of County Abatement	<b>0</b>	Rental Housing Class Rate (Rental)	1.25%
Maximum Term of School District Abatement	<b>0</b>	Affordable Rental Housing Class Rate (Aff. Rental)	0.25%
SD # <b>15</b>		Non-Homestead Residential (Non-H Res.)	1.25%
Total Years of Abatement:	10	Homestead Residential Class Rate (Hmstd. Res.)	
		First \$500,000	1.00%
		Over \$500,000	1.25%
		Agricultural Non-Homestead	1.00%

### BASE VALUE INFORMATION (Original Tax Capacity)

Map #	PID	Owner	Address	Land Market Value	Building Market Value	Total Market Value	Percentage Of Value Used for District	Original Market Value	Tax Year Original Market Value	Property Tax Class	Current Original Tax Capacity	Class After Conversion	After Conversion Orig. Tax Cap.
	32-34-24-23-0044		23465 Saint Francis Blvd NW	773,700	0	773,700	100%	773,700	Pay 2024	Rental	9,671	Rental	9,671
				<b>773,700</b>	<b>0</b>	<b>773,700</b>		<b>773,700</b>			<b>9,671</b>		<b>9,671</b>

**Note:**

1. Base values are for pay 2024 based on review of County website on January 9, 2024.
2. Located in Tax District #71.

### CURRENT TAX CALCULATIONS

Base Value	Total Tax Capacity	Fiscal Disparities Tax Capacity	Local Tax Capacity	Local Property Taxes	Fiscal Disparities Taxes	State-wide Property Taxes	Market Value Taxes	Total Taxes	Taxes Per Sq. Ft./Unit
773,700	9,671	0	9,671	9,244	0	0	689	9,933	74.13

**Note:**

1. Current taxes are based on preliminary local tax rates for Pay 2024 furnished by Anoka County.

Vista Prairie at Eagle Pointe  
City of St. Francis, MN  
134-unit Senior Living Community



NEW DEVELOPMENT PROJECT INFORMATION (Project Tax Capacity)												
Area/Phase	New Use	Estimated Market Value Per Sq. Ft./Unit	Taxable Market Value Per Sq. Ft./Unit	Sq. Ft./Units	Market Value	Property Tax Class	Project Tax Capacity	Percentage Completed 2024	Percentage Completed 2025	Percentage Completed 2026	Percentage Completed 2027	First Year Full Taxes Payable
1	Senior Living	261,194	261,194	134	35,000,000	Rental	437,500	25%	100%	100%	100%	2027

**Note:**

1. Market values are based upon preliminary estimates received from the Assessor.

NEW DEVELOPMENT TAX CALCULATIONS									
New Use	Total Tax Capacity	Fiscal Disparities Tax Capacity	Local Tax Capacity	Local Property Taxes	Fiscal Disparities Taxes	State-wide Property Taxes	Market Value Taxes	Total Taxes	Taxes Per Sq. Ft./Unit
Senior Living	437,500	0	437,500	418,189	0	0	31,168	449,356	3,353.40

**Note:**

1. Taxes and abatement will vary significantly from year to year depending upon values, rates, state law, fiscal disparities and other factors which cannot be predicted.

AVAILABLE TAX ABATEMENT	
Total Property Taxes - \$35MM Residential Facility	449,356
less Market Value-based Property Taxes	(31,168)
less Small Taxing Jurisdiction Property Taxes	(11,082)
less County Property Taxes	(117,569)
less School District Property Taxes	(70,831)
less Base Property Value City Property Taxes	(4,835)
<b>Annual Maximum City Tax Abatement</b>	<b>213,872</b>



Vista Prairie at Eagle Pointe  
 City of St. Francis, MN  
 134-unit Senior Living Community

Project Tax Capacity	Original Tax Capacity	Fiscal Disparities Incremental	Captured Tax Capacity	Combined City, County, & School Tax Rate	Combined Maximum Annual Gross Tax Abatement	Combined Semi Annual Gross Tax Abatement	100% City Abatement w/ Tax Rate 49.9900%	0% County Abatement w/ Tax Rate 26.8730%	0% School Abatement w/ Tax Rate 16.1900%	Semi Annual Net Tax Abatement	Semi-Annual Present Value	PERIOD ENDING Yrs.	Tax Year	Payment Date
109,375	(9,671)	-	99,704	93.053%	92,777	46,389	24,921	-	-	24,921	24,921	0.5	2026	02/01/26
437,500	(9,671)	-	427,829	93.053%	398,107	46,389	24,921	-	-	24,921	49,842	1	2026	02/01/27
437,500	(9,671)	-	427,829	93.053%	398,107	199,054	106,936	-	-	106,936	156,778	1.5	2027	08/01/27
437,500	(9,671)	-	427,829	93.053%	398,107	199,054	106,936	-	-	106,936	263,713	2	2027	02/01/28
437,500	(9,671)	-	427,829	93.053%	398,107	199,054	106,936	-	-	106,936	370,649	2.5	2028	08/01/28
437,500	(9,671)	-	427,829	93.053%	398,107	199,054	106,936	-	-	106,936	477,585	3	2028	02/01/29
437,500	(9,671)	-	427,829	93.053%	398,107	199,054	106,936	-	-	106,936	584,521	3.5	2029	08/01/29
437,500	(9,671)	-	427,829	93.053%	398,107	199,054	106,936	-	-	106,936	691,457	4	2029	02/01/30
437,500	(9,671)	-	427,829	93.053%	398,107	199,054	106,936	-	-	106,936	798,392	4.5	2030	08/01/30
437,500	(9,671)	-	427,829	93.053%	398,107	199,054	106,936	-	-	106,936	905,328	5	2030	02/01/31
437,500	(9,671)	-	427,829	93.053%	398,107	199,054	106,936	-	-	106,936	1,012,264	5.5	2031	08/01/31
437,500	(9,671)	-	427,829	93.053%	398,107	199,054	106,936	-	-	106,936	1,119,200	6	2031	02/01/32
437,500	(9,671)	-	427,829	93.053%	398,107	199,054	106,936	-	-	106,936	1,226,136	6.5	2032	08/01/32
437,500	(9,671)	-	427,829	93.053%	398,107	199,054	106,936	-	-	106,936	1,333,071	7	2032	02/01/33
437,500	(9,671)	-	427,829	93.053%	398,107	199,054	106,936	-	-	106,936	1,440,007	7.5	2033	08/01/33
437,500	(9,671)	-	427,829	93.053%	398,107	199,054	106,936	-	-	106,936	1,546,943	8	2033	02/01/34
437,500	(9,671)	-	427,829	93.053%	398,107	199,054	106,936	-	-	106,936	1,653,879	8.5	2034	08/01/34
437,500	(9,671)	-	427,829	93.053%	398,107	199,054	106,936	-	-	106,936	1,760,815	9	2034	02/01/35
437,500	(9,671)	-	427,829	93.053%	398,107	199,054	106,936	-	-	106,936	1,867,750	9.5	2035	08/01/35
										106,936	1,974,686	10	2035	02/01/36
<b>Potential Tax Abatement Totals</b>						<b>3,675,745</b>	<b>1,974,686</b>	<b>-</b>	<b>-</b>	<b>1,974,686</b>				



















**SITE PLAN GENERAL NOTES**

A) SITE INFORMATION HAS BEEN TAKEN FROM A SITE SURVEY PREPARED BY SAMBATEK, 12800 WHITEWATER DRIVE, SUITE 300, MINNETONKA, MN 55343 DATED 12/08/20. GENERAL CONTRACTOR IS TO VERIFY ALL SITE INFORMATION BEFORE STARTING CONSTRUCTION, AND NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES.

B) REFER TO THE GENERAL NOTES FOR OTHER APPLICABLE INFORMATION.



**POPE DESIGN GROUP**  
 767 N. EUSTIS STREET, SUITE 190  
 ST. PAUL, MINNESOTA 55114  
 651.642.9200  
 WWW.POPEDESIGN.COM



VISTAPRAIRIE AT  
**EAGLE POINTE**  
 SENIOR LIVING COMMUNITY

VISTA PRAIRIE AT  
 EAGLE POINTE  
 ST. FRANCIS, MN

PERMIT SET 12-01-2022  
 ASI #2 06-19-2023

**SITE PLAN**

ISSUES & REVISIONS	DATE
3 PERMIT SET	12/1/22
4 ASH#1	2/16/23
5 ASH#2	6/19/23

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota

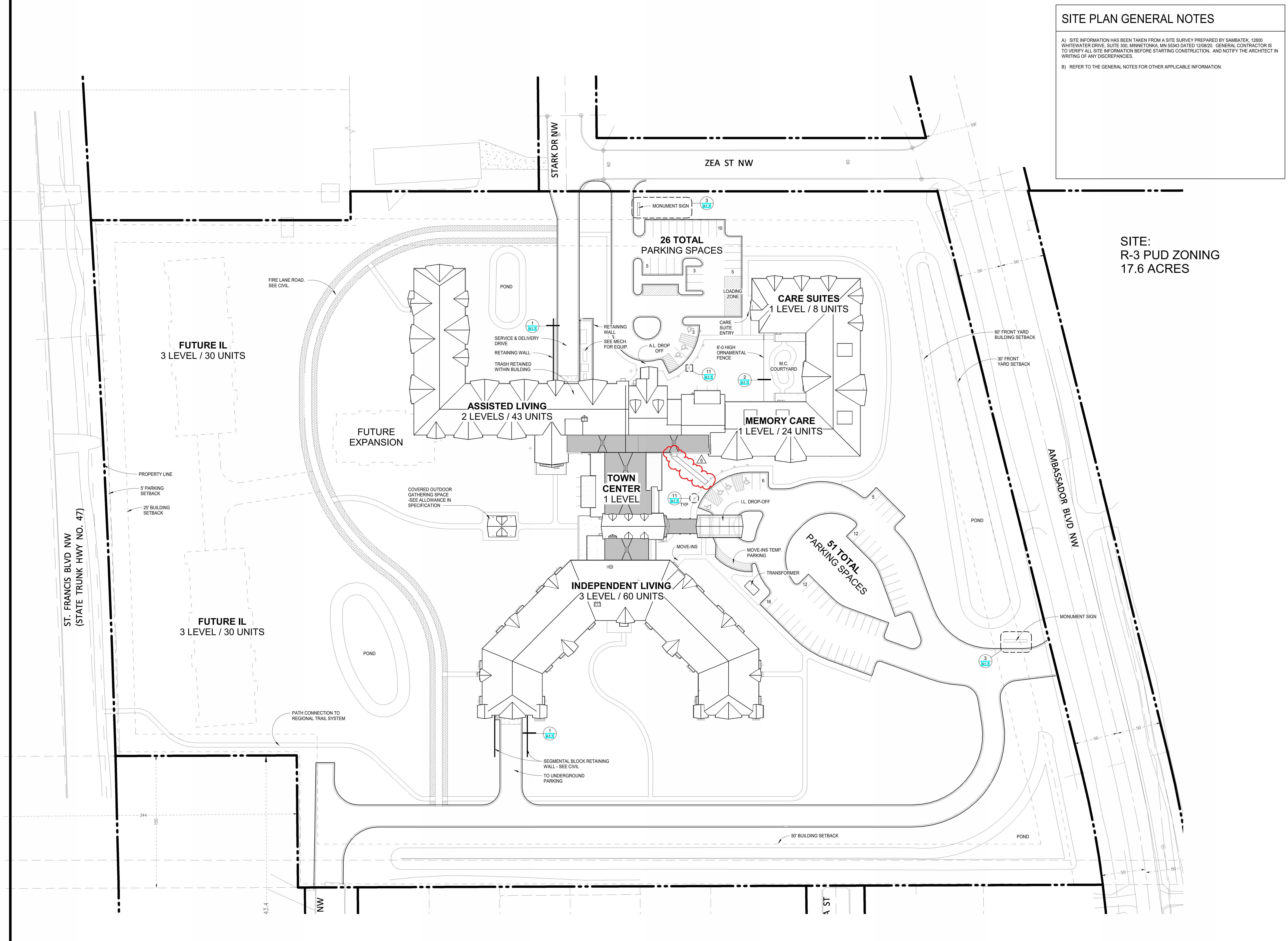
Date: 12/1/2022  
 Lic No: 50745

COMMISSION NO: 83771-20130

DRAWN BY: JA  
 CHECKED BY: GW

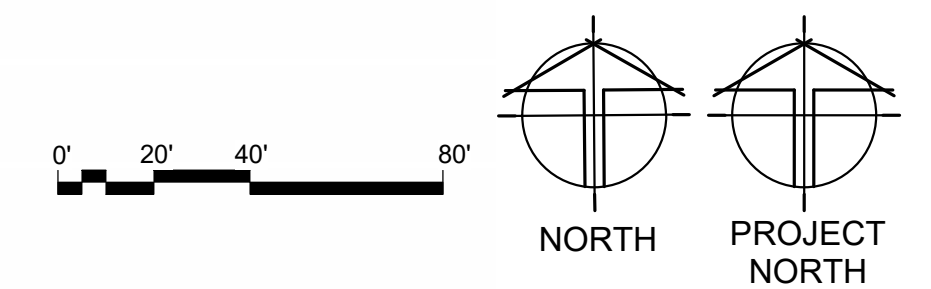
SHEET

**A1.1**



**SITE:**  
 R-3 PUD ZONING  
 17.6 ACRES

**1 OVERALL MASTER SITE PLAN**  
 1" = 40'-0"



**Second Draft  
February 1, 2024**



**CONTRACT FOR PRIVATE DEVELOPMENT**

**between**

**CITY OF ST. FRANCIS, MINNESOTA**

**and**

**VISTA PRAIRIE AT EAGLE POINTE, LLC**

**Dated \_\_\_\_\_, 2024**



This document was drafted by:

KENNEDY & GRAVEN, CHARTERED (JAE)  
150 South Fifth Street, Suite 700  
Minneapolis, MN 55402  
Telephone: (612) 337-9300

**TABLE OF CONTENTS**

	<u>Page</u>
RECITALS .....	1
ARTICLE I Definitions	
Section 1.1. Definitions.....	2
ARTICLE II Representations and Warranties	
Section 2.1. Representations by the City .....	4
Section 2.2. Representations and Warranties by the Developer .....	4
ARTICLE III Status of Development Property; Property Tax Abatement	
Section 3.1. Status of the Development Property .....	6
Section 3.2. Property Tax Abatement .....	6
Section 3.3. Not a Business Subsidy.....	6
Section 3.4. Payment of Administrative Costs .....	6
Section 3.5. Records .....	6
ARTICLE IV Construction of Minimum Improvements	
Section 4.1. Construction of Minimum Improvements .....	8
Section 4.2. Commencement and Completion of Construction.....	8
ARTICLE V Insurance	
Section 5.1. Insurance .....	9
ARTICLE VI Taxes	
Section 6.1. Right to Collect Delinquent Taxes.....	10
Section 6.2. Reduction of Taxes .....	10
ARTICLE VII Financing	
Section 7.1. Generally .....	11

ARTICLE VIII  
Prohibitions Against Assignment and Transfer; Indemnification

Section 8.1. Prohibition Against Assignment and Transfer ..... 12  
Section 8.2. Release and Indemnification Covenants..... 13

ARTICLE IX  
Events of Default

Section 9.1. Events of Default Defined..... 14  
Section 9.2. Remedies on Default..... 14  
Section 9.3. No Remedy Exclusive..... 15  
Section 9.4. No Additional Waiver Implied by One Waiver..... 15  
Section 9.5. Attorney Fees ..... 15  
Section 9.6. Default by City ..... 15

ARTICLE X  
Additional Provisions

Section 10.1. Conflict of Interests; Representatives Not Individually Liable ..... 16  
Section 10.2. Equal Opportunity Employer ..... 16  
Section 10.3. Restrictions on Use ..... 16  
Section 10.4. Titles of Articles and Sections ..... 16  
Section 10.5. Notices and Demands ..... 16  
Section 10.6. Counterparts ..... 16  
Section 10.7. Recording ..... 16  
Section 10.8. Amendment..... 17  
Section 10.9. Governing Law ..... 17  
Section 10.10. Severability..... 17  
Section 10.11. Entire Agreement ..... 17

SIGNATURES ..... S-1

EXHIBIT A Development Property ..... A-1

**CONTRACT FOR PRIVATE DEVELOPMENT**

THIS CONTRACT FOR PRIVATE DEVELOPMENT (the “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024, between the CITY OF ST. FRANCIS, MINNESOTA, a home rule city and political subdivision organized under its Charter and the laws of the State of Minnesota (the “City”), and VISTA PRAIRIE AT EAGLE POINTE, LLC, a Minnesota limited liability company organized (the “Developer”).

**RECITALS**

WHEREAS, pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the “Act”), the City is authorized to abate property taxes in order to increase or preserve its tax base and finance or provide public infrastructure; and

WHEREAS, the Developer has proposed to construct an approximately 134-unit senior housing community consisting of independent living units, assisted living units, and nursing care on the property legally described in EXHIBIT A attached hereto (the “Development Property”); and

WHEREAS, the Developer has requested that the City abate a portion of the property taxes on the Development Property to make the construction and development of the senior housing portion of the development (the “Minimum Improvements”) economically feasible; and

WHEREAS, the public purposes of the property tax abatement contemplated herein are to provide access to housing for seniors; and

WHEREAS, the City believes that the property tax abatement contemplated herein and fulfillment of this Agreement is in the best interests of the City and the health, safety, morals and welfare of its residents, and is in accord with the public purposes and provisions of the Act and other applicable State of Minnesota and local laws and requirements under which this Agreement is made; and

WHEREAS, the Developer agrees to complete the Minimum Improvements in accordance with the terms hereof; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

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**ARTICLE I**

**Definitions**

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context, the following terms shall have the following meanings:

“Abatement” means the real property taxes generated in any tax-payable year by extending the City’s total tax rate for that year against the tax capacity increase resulting from the Minimum Improvements constructed on the Development Property in accordance with this Agreement, excluding the tax capacity of the land (as established for tax payable year 2024), and excluding the portion of the tax capacity attributable to the areawide tax under Minnesota Statutes, Chapter 473F, as amended, all as of January 2 in the prior year.

“Abatement Resolution” means the resolution adopted by the City Council of the City on February 5, 2024, regarding abatement of property taxes on the Development Property and approval of this Agreement.

“Abatement Volume Cap” means the maximum amount of property taxes that may be abated in any year by the City under Section 469.1813, subdivision 8 of the Act. As of the date of this Agreement, the Abatement Volume Cap for the City is the greater of \$200,000 or ten percent (10%) of the net tax capacity of the City for the taxes payable year to which the abatement applies.

“Act” means Minnesota Statutes, Sections 469.1812 through 469.1815, as amended.

“Agreement” means this Contract for Private Development, as the same may be from time to time modified, amended, or supplemented.

“Available Abatement” means, on each Payment Date, the Abatement generated in the preceding six (6) months with respect to the Development Property or such lesser amount as shall cause the cumulative principal amount of the Abatement paid to the Developer during the term of this Agreement to be no more than \$1,975,000.

“Business Day” means any day except a Saturday, Sunday, legal holiday, a day on which the City or County is closed for business, or a day on which banking institutions in the City are authorized by law or executive order to close.

“City” means the City of St. Francis, Minnesota, a home rule city and political subdivision organized under its Charter and the laws of the State.

“County” means Anoka County, Minnesota.

“Developer” means Vista Prairie at Eagle Pointe, LLC, a Minnesota limited liability company, or its permitted successors and assigns.

“Development Property” means the real property legally described in EXHIBIT A attached hereto.

“Event of Default” means an action by the Developer listed in Section 9.1 hereof.

“Minimum Improvements” means the construction and development of approximately 134 units of senior housing and related infrastructure on the Development Property.



“Payment Date” means each February 1 and August 1, commencing August 1, 2026; provided, that if any such Payment Date is not a Business Day, the Payment Date shall be the next succeeding Business Day.

“State” means the State of Minnesota.

“Transfer” has the meaning given in Section 8.2 hereof.

“Unavoidable Delays” means delays beyond the reasonable control of the party seeking to be excused as a result thereof which are the direct result of strikes, other labor troubles, prolonged adverse weather or acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the City in exercising their rights under this Agreement) which directly result in delays. Unavoidable Delays shall not include delays in the Developer’s obtaining of permits or governmental approvals necessary to enable construction of the Minimum Improvements by the dates such construction is required under Section 4.2 hereof.

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**ARTICLE II**

**Representations and Warranties**

Section 2.1. Representations by the City The City makes the following representations and warranties as the basis for its covenants herein:

(a) The City is a home rule city of the State, duly organized and existing under its Charter and the laws of the State. Under the provisions of the Act, the City has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The City proposes to grant an abatement of taxes for the Minimum Improvements for the purposes of increasing the City’s tax base and providing additional housing alternatives in the City.

Section 2.2. Representations and Warranties by the Developer. The Developer makes the following representations and warranties as the basis for its covenants herein:

(a) The Developer is a limited liability company in good standing under the laws of the State, is not in violation of any provisions of its Articles of Organization or Operating Agreement, is duly authorized to transact business in the State, has the power to enter into this Agreement, and has duly authorized the execution, delivery and performance of this Agreement by proper action of its governing body.

(b) Subject to obtaining the permits and approvals therefore, the Developer will construct, operate, and maintain the Minimum Improvements in accordance with the terms of this Agreement and all local, State and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations).

(c) The Developer has received no notice or communication from any local, State or federal official that the activities of the Developer may be or will be in violation of any environmental law or regulation (other than those notices or communications of which the City is aware). The Developer is aware of no facts the existence of which would cause it to be in violation of or give any person a valid claim under any local, State or federal environmental law, regulation or review procedure.

(d) The Developer will use commercially reasonable efforts to obtain, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

(e) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any corporate restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing, which default or breach might prevent the Developer from performing its obligations hereunder.

(f) The Developer shall promptly advise the City in writing of all litigation or claims affecting any part of the Minimum Improvements and all written complaints and charges made by any governmental authority materially affecting the Minimum Improvements or materially affecting Developer or its business which may delay or require changes in construction of the Minimum Improvements.

(g) The Developer represents that the completion of the Minimum Improvements would not be financially feasible without the assistance provided to the Developer pursuant to this Agreement.

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**ARTICLE III**

**Status of Development Property; Property Tax Abatement**

Section 3.1. Status of the Development Property. As of the date of this Agreement, the Developer owns the Development Property. The City shall have no obligation to acquire any interest in the Development Property.

Section 3.2. Property Tax Abatement.

(a) Generally. In order to make the Minimum Improvements economically feasible, the City will grant the Abatement to the Developer. In no event shall the Abatement exceed more than ten (10) years or exceed a cumulative amount of more than \$1,975,000 over the term of the Abatement. The Abatement will reimburse the Developer for a portion of the costs of the infrastructure required for the Minimum Improvements. Subject to the Abatement Volume Cap, the City shall pay the Developer the Available Abatement on or before each Payment Date, commencing on August 1, 2026, and terminating on or before February 1, 2036.

(b) Limitations. The pledge of Available Abatement is subject to all the terms and conditions of the Abatement Resolution. The Available Abatement is payable solely from and to the extent of the Abatement, and nothing herein shall be construed to obligate the City to make payments from any other funds. The City makes no warranties or representations as to the amount of the Available Abatement. Any estimates of Available Abatement amounts prepared by the City’s financial consultants are for the benefit of the City only, and the Developer is not entitled to rely on such estimates.

The Developer further acknowledges that the total property tax abatements payable by the City in any year may not exceed the Abatement Volume Cap pursuant to Section 469.1813, subdivision 8 of the Act. The City does not warrant or represent that the Abatement in the amounts pledged hereunder will be within the Abatement Volume Cap. As of the date of this Agreement, the City currently has no other abatements outstanding under the Act and agrees that if the City grants any additional abatements under the Act during the term of this Agreement, the Abatement Volume Cap will be allocated first to the Abatement pledged pursuant to this Agreement.

(c) The Abatement is subject to the Developer providing evidence to the City that it has sufficient funds to move forward with the Project.

Section 3.3. Not a Business Subsidy. The parties agree and understand that the purpose of the City’s financial assistance to the Developer is to facilitate development of housing, and is not a “business subsidy” within the meaning of Minnesota Statutes, Sections 116J.993 to 116J.995, as amended.

Section 3.4. Payment of Administrative Costs. The Developer will pay to the City all out-of-pocket costs incurred by the City (including without limitation attorney and fiscal consultant fees) in the negotiation and preparation of this Agreement and other documents and agreements in connection with the development contemplated hereunder (collectively, the “Administrative Costs”). The Administrative Costs shall be evidenced by invoices, statements or other reasonable written evidence of the costs incurred by the City. If the Administrative Costs exceed the application deposit, the Developer shall pay all additional Administrative Costs from time to time within thirty (30) days after receipt of written notice thereof from the City.

Section 3.5. Records. The City and its representatives shall have the right at all reasonable times after reasonable notice to inspect, examine, and copy all books and records of the Developer relating to the Minimum Improvements. The Developer shall also use its best efforts to cause the general contractor to make their books and records relating to the Minimum Improvements available to the City, upon reasonable notice, for inspection, examination and audit. Such records shall be kept and maintained by the Developer until the termination of this Agreement.

Section 3.6. Look Back. The Abatement assistance is being provided upon demonstration that there is currently a gap based on the preliminary underwriting criteria established for the project's financing using assumptions regarding the likely costs and expenses associated with constructing and operating the project. The City and the Developer agree that the actual financial performance and financing will be reviewed upon the earlier of (i) refinancing and/or permanent conversion of the primary mortgage, or (ii) after five years of the Abatement. The Developer shall submit final sources and uses for the Minimum Improvements based on actual costs as incurred and documented, as well as annual financial statements showing total income and other project-derived revenue and operating expenses. If the City's review of the information determines that the demonstrated net operating income of the Minimum Improvements without Abatement demonstrates 125% coverage of debt service, the abatement program will terminate and no further Abatement payments will be made. If the net operating income does not demonstrate 125% coverage, the City will determine the annual shortfall amount sufficient to provide 125% coverage and adjust its remaining abatement payments until the termination date to provide for only the annual shortfall amount, but in no case to exceed the Available Abatement.

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**ARTICLE IV**

**Construction of Minimum Improvements**

Section 4.1. Construction of Minimum Improvements. The Developer agrees that it will construct the Minimum Improvements in accordance with the provisions of this Agreement and will at all times during the term of this Agreement operate and maintain, preserve and keep the Minimum Improvements or cause such improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

Section 4.2. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall commence construction of the Minimum Improvements by December 31, 2024. Subject to Unavoidable Delays, the Developer shall complete the Minimum Improvements by June 30, 2026. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the City zoning ordinances and the Developer shall obtain all required permits.

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**ARTICLE V**

**Insurance and Subordination**

Section 5.1. Insurance.

(a) During the term of this Agreement, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on, insurance as follows:

(i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses.

(ii) Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$1,500,000, and shall be endorsed to show the City as an additional insured.

(iii) Such other insurance, including workers' compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

(b) All insurance required under this Article shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. Upon request, the Developer will deposit annually with the City policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article, each policy shall contain a provision that the insurer shall not cancel nor modify it in such a way as to reduce the coverage provided below the amounts required herein without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Notwithstanding the foregoing, if such a provision is not available from the Developer's insurer, Developer may provide such notices. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

(c) The Developer will notify the City immediately in the case of damage exceeding \$100,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. In such event the Developer will promptly repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as it existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the net proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof.

The Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the net proceeds of insurance received by the Developer for such purposes are sufficient to pay for the same. Any net proceeds remaining after completion of such repairs, construction and restoration shall be the property of the Developer.



(d) All of the insurance provisions set forth in this Article shall terminate upon the termination of this Agreement.

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**ARTICLE VI**

**Taxes**

Section 6.1. Right to Collect Delinquent Taxes. The Developer acknowledges that the City is providing substantial aid and assistance in furtherance of the Minimum Improvements pursuant to this Agreement. The Developer understands that the Abatement pledged to pursuant to this Agreement is derived from real estate taxes on the Development Property, which taxes must be promptly and timely paid. To that end, the Developer agrees for itself, its successors and assigns, in addition to the obligation pursuant to statute to pay real estate taxes, that it is also obligated by reason of this Agreement to pay before delinquency all real estate taxes assessed against the Development Property and the Minimum Improvements. The Developer acknowledges that this obligation creates a contractual right on behalf of the City to sue the Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the County Auditor. In any such suit, the City shall also be entitled to recover its costs, expenses and reasonable attorney fees.

Section 6.2. Reduction of Taxes. Prior to the termination of this Agreement, the Developer will not (a) cause a reduction in the real property taxes paid in respect of the Development Property through willful destruction of the Minimum Improvements or any part thereof; or (b) fail to reconstruct the Minimum Improvements if damaged or destroyed, as required under Section 5.1(c) hereof.

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**ARTICLE VII**

**Financing**

Section 7.1. Generally. The Developer warrants and represents to the City that it has or will have available funds sufficient to construct the Minimum Improvements.

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**ARTICLE VIII**

**Prohibitions Against Assignment and Transfer; Indemnification**

Section 8.1. Prohibition Against Assignment and Transfer.

(a) Except only by way of security for, and only for, the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Development Property, or any part thereof, to perform its obligations with respect to completing the Minimum Improvements under this Agreement, and for the purpose of refinancing such debt, and any other purpose authorized by this Agreement, the Developer has not made or created and will not make or create or suffer to be made or created any total or assignment, conveyance, or lease, or transfer in any other mode or form of or with respect to this Agreement, the Minimum Improvements, the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, to any person or entity whether or not related in any way to the Developer (collectively, a “Transfer”), without the prior written approval of the City unless the Developer remains liable and bound by this Agreement in which event the City’s approval is not required. Any such Transfer shall be subject to the provisions of Section 8.1(b) hereof.

(b) In the event the Developer, upon Transfer, seeks to be released from its obligations under this Agreement, the City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such release that:

(i) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(ii) Any proposed transferee, by instrument in writing satisfactory to the City, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject; provided, however, that the fact that any transferee of, or any other successor-in-interest whatsoever to, the Minimum Improvements, the Development Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, and shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) deprive the City of any rights or remedies or controls provided in this Agreement; it being the intent of the parties as expressed in this Agreement that (to the fullest extent permitted at law and in equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Minimum Improvements, the Development Property, or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Minimum Improvements or the Development Property that the City would have had, had there been no such transfer or change. In the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the completion of the Minimum Improvements, from any of its obligations with respect thereto.

(iii) Any and all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement, the Minimum Improvements, or the Development Property governed by this Article, shall be in a form reasonably satisfactory to the City.

(c) Notwithstanding the foregoing, any Transfer to a person or persons leasing a unit within the Minimum Improvements shall not be subject to subsection (a) or (b) above.

Section 8.2. Release and Indemnification Covenants.

(a) Except for any willful misrepresentation or any willful or wanton misconduct or negligence of the Indemnified Parties, the City and the governing body members, officers, agents, servants and employees thereof (the “Indemnified Parties”) shall not be liable for and the Developer shall indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Development Property or the Minimum Improvements.

(b) Except for any willful misrepresentation or any willful or wanton misconduct or negligence of the Indemnified Parties, and except for any breach by any of the Indemnified Parties of their obligations under this Agreement, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, maintenance and operation of the Development Property or the Minimum Improvements.

(c) The Indemnified Parties shall not be liable for any damage or injury to the property of the Developer or its officers, agents, servants or employees or any other person who may be about the Development Property or Minimum Improvements.

(d) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of such entity and not of any governing body member, officer, agent, servant or employee of such entity in the individual capacity thereof.

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**ARTICLE IX**

**Events of Default**

Section 9.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events, after the non-defaulting party provides thirty (30) days’ written notice to the defaulting party of the event, but only if the event has not been cured within said thirty (30) days or, if the event is by its nature incurable within thirty (30) days, the defaulting party does not, within such thirty (30) day period, provide assurances reasonably satisfactory to the party providing notice of default that the event will be cured and will be cured as soon as reasonably possible:

- (a) if the Developer fails to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed hereunder;
- (b) if the Developer sells or otherwise disposes of the Minimum Improvements or the Development Property without the written approval of the City; or
- (c) if the Developer:
  - (i) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act or under any similar federal or State law;
  - (ii) makes an assignment for benefit of its creditors;
  - (iii) admits in writing its inability to pay its debts generally as they become due; or
  - (iv) is adjudicated a bankrupt or insolvent.

Section 9.2. Remedies on Default. Whenever any Event of Default referred to in Section 9.1 hereof occurs, the City may exercise any of the following rights under this Section after providing thirty (30) days’ written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days or, if the Event of Default is by its nature incurable within thirty (30) days, the Developer does not, within such thirty (30) day period, provide assurances reasonably satisfactory to the party providing notice of default that the Event of Default will be cured and will be cured as soon as reasonably possible:

- (a) suspend its performance under this Agreement until it receives reasonably satisfactory assurances that the Developer will cure its default and continue its performance under this Agreement;
- (b) cancel and rescind or terminate its obligations under this Agreement; or
- (c) take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 9.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter

existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article.

Section 9.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 9.5. Attorney Fees. Whenever any Event of Default occurs and if the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer shall, within ten (10) days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 9.6 Default by City. Notwithstanding anything to the contrary herein, in the event the City fails to perform any covenant, condition, obligation or agreement on its part, and such failure has not been cured within thirty (30) days after receipt of written notice to the City from the Developer, or if such failure is by its nature incurable within thirty (30) days, the City does not, within such thirty (30) day limit, provide assurances reasonably satisfactory to the Developer that the failure will be cured as soon as reasonably possible, then the Developer may exercise such remedies as may be available at law or in equity with respect to the defaulting party.

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**ARTICLE X**

**Additional Provisions**

Section 10.1. Conflict of Interests; Representatives Not Individually Liable. The City and the Developer, to the best of their respective knowledge, represent and agree that no member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

Section 10.2. Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Minimum Improvements provided for in this Agreement it will comply with all applicable federal, state and local equal employment and non-discrimination laws and regulations.

Section 10.3. Restrictions on Use. The Developer shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.

Section 10.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.5. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to the Developer at \_\_\_\_\_, Attn: \_\_\_\_\_; and

(b) in the case of the City, is addressed to or delivered personally to the City at the 23340 Cree Street NW, St. Francis, MN 55070, Attn: City Administrator;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 10.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.7. Recording. The City may record this Agreement and any amendments thereto with the County Recorder and/or Registrar of Titles of the County, as the case may be. The Developer shall pay all costs for recording.

Section 10.8. Amendment. This Agreement may be amended only by a written agreement approved by all parties hereto.

Section 10.9. Governing Law. This Agreement is made and shall be governed in all respects by the laws of the State. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

Section 10.10. Severability. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications that can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

Section 10.11. Entire Agreement. This Agreement, together with any exhibits hereto, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, concerning this Agreement, provided that nothing contained herein shall impair the rights of the City or the obligations of the Developer under any other agreement between the City and the Developer. This Agreement may not be amended nor any of its terms modified except by a writing authorized and executed by both parties hereto. Without limitation of the foregoing, any modification is subject to the restrictions on modifications set forth in the Abatement Resolution.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the City has caused this Contract for Private Development to be duly executed in its name and behalf and the Developer has caused this Contract for Private Development to be duly executed in its name and behalf on or as of the date first above written.

**CITY OF ST. FRANCIS, MINNESOTA**

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Administrator

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF ANOKA        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Joseph Muehlbauer, the Mayor of the City of St. Francis, Minnesota, a home rule city and political subdivision organized under its Charter and the laws of the State of Minnesota, on behalf of the City.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF ANOKA        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Kate Thunstrom, the City Administrator of the City of St. Francis, Minnesota, a home rule city and political subdivision organized under its Charter and the laws of the State of Minnesota, on behalf of the City.

\_\_\_\_\_  
Notary Public

Execution page of the Developer to the Contract for Private Development, dated as of the date and year first written above.

**VISTA PRAIRIE AT EAGLE POINTE, LLC**

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

STATE OF MINNESOTA        )  
  ) ss.  
COUNTY OF \_\_\_\_\_  )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of Vista Prairie at Eagle Pointe, LLC, a Minnesota limited liability company, on behalf of the Developer.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**DEVELOPMENT PROPERTY**

That real property in Anoka County, State of Minnesota, legally described as follows:

[Insert legal description]

SA330-30 (JAE)  
930352v1

**CITY OF ST. FRANCIS  
ST. FRANCIS, MN  
ANOKA COUNTY**

**RESOLUTION NO. 2024-07**

**RESOLUTION GRANTING A PROPERTY TAX ABATEMENT  
FOR CERTAIN PROPERTY IN THE CITY OF ST. FRANCIS**

BE IT RESOLVED by the City Council of the City of St. Francis, Minnesota (the “City”) as follows:

Section 1. Recitals.

1.01. Vista Prairie at Eagle Pointe, LLC, a Minnesota limited liability company (the “Developer”), has proposed to construct an approximately 134-unit senior housing community consisting of independent living units, assisted living units, and nursing care on the property located in the City and identified by property identification number 32-34-24-23-0044 (the “Property”).

1.02. The Developer has requested that the City abate a portion of the property taxes on the Property to make the construction and development of the senior housing portion of the development (the “Minimum Improvements”) economically feasible.

1.03. Pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the “Act”), the City is authorized to grant a property tax abatement (the “Abatement”) to the Developer to provide financing for the Minimum Improvements.

1.04. The City Council has reviewed information concerning the Minimum Improvements, including a Contract for Private Development (the “Agreement”) proposed to be entered between the City and the Developer setting forth the terms of the construction and development of the Minimum Improvements and the proposed Abatement from the City.

1.05. On the date hereof, the City Council conducted a duly noticed public hearing on the Abatement at which the views of all interested persons were heard.

Section 2. Findings.

2.01. The recitals set forth above are incorporated into this resolution.

2.02. It is hereby found and determined that the benefits to the City from the Abatement will be at least equal to the costs to the City of the Abatement, because (a) the City believes that the development to be facilitated is not reasonably likely to occur absent the Abatement and the City needs additional housing opportunities; and (b) the long-term taxes collected from the Property after termination of the Abatement will exceed the amount of the Abatement provided to the Developer.

2.03. It is hereby found and determined that the Abatement is in the public interest because such action will provide access to housing for seniors.

2.04. It is further specifically found and determined that the Abatement is expected to result in the following public benefits:

- (a) an increase in market value for property tax purposes, which will be available to all taxing jurisdictions after expiration of the Abatement;
- (b) provision of new housing opportunities for seniors within the City; and
- (c) financing of public infrastructure, as needed.

Section 3. Actions Ratified: Abatement Approved.

3.01. The City Council hereby ratifies all actions of the City’s staff and consultants in arranging for approval of this resolution in accordance with the Act.

3.02. Subject to the provisions of the Act, the Abatement is hereby approved and adopted subject to the following terms and conditions:

(a) The term “Abatement” means the real property taxes generated in any tax-payable year by extending the City’s total tax rate for that year against the tax capacity increase resulting from the Minimum Improvements constructed on the Property in accordance with the Agreement, excluding the tax capacity of the land as of the date of the Abatement Agreement (\$9,671) and excluding the portion of the tax capacity attributable to the areawide tax under Minnesota Statutes, Chapter 473F, as amended, all as of January 2 in the prior year.

(b) The Abatement will be paid by the City to the Developer on the dates and in accordance with all the terms and conditions of the Agreement, which is incorporated herein by reference.

(c) In accordance with Section 469.1813, subdivision 8 of the Act, in no year shall the Abatement, together with all other abatements approved by the City under the Act and paid in that year, exceed the greater of ten percent (10%) of the net tax capacity of the City for that year or \$200,000 (the “Abatement Cap”). The City may grant other abatements permitted under the Act after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Cap, the allocation of Abatement Cap to such other abatements is subordinate to the Abatement granted pursuant to this resolution.

(d) The Abatement will have a maximum term of ten (10) years and shall be collected in the years 2026 through 2035 (from August 1, 2026 to February 1, 2036).

(e) In no event shall the total payments of Abatement to the Developer exceed \$1,975,000 or continue to be paid for more than ten (10) years.

(f) The Abatement is subject to modification in accordance with the Act, subject to the terms of the Agreement.

(g) In accordance with Section 469.1815 of the Act, the City will add to its levy in each year during the term of the Abatement the total estimated amount of current year Abatement granted under this resolution.

(h) The City makes no warranties or representations regarding the amount or availability of the Abatement.



3.03 The Abatement shall be provided to the Developer pursuant to the terms and conditions of the Agreement which is hereby approved in substantially the form on file with the City subject to modifications that do not alter the substance of the transaction and are approved by the Mayor and the City Administrator; provided that execution of the document by such officials is conclusive evidence of their approval.

3.04. The Mayor and the City Administrator are authorized and directed to execute and deliver the Agreement and any other agreements, certificates, or other documents that the City determines are necessary to carry out the transactions described in the Agreement and the intention of this resolution.

3.05. This resolution is effective upon execution in full of the Agreement.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 5<sup>th</sup> DAY OF FEBRUARY, 2024.

APPROVED:

\_\_\_\_\_  
Joseph Muehlbauer, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Wida, City Clerk

The following Council Members voted in favor:

The following Council Members voted against or abstained:

SA330-30 (JAE)  
930353v2



# CITY COUNCIL AGENDA REPORT

**TO:** St. Francis City Council  
**FROM:** Beth Richmond, Planner  
**SUBJECT:** 2023 Code Revisions – 2<sup>nd</sup> Reading  
**DATE:** February 5, 2024

**OVERVIEW:**

The City adopted an updated zoning code in April 2021. Following this update, Staff’s practice has been to make necessary housekeeping revisions on an annual basis. This year, Staff is proposing revisions to the Zoning Code (Chapter 10) and Subdivision Code (Chapter 11). The City Council reviewed and approved the 1<sup>st</sup> reading of the requested Code amendment ordinances on January 16, 2024. Council is requested to approve the 2<sup>nd</sup> reading of Ordinances 325 and 326.

**ACTION TO BE CONSIDERED:**

Because Council approved the 1<sup>st</sup> reading of Ordinances 325 and 326, Staff has prepared a 2<sup>nd</sup> reading of each ordinance and summary resolutions allowing for publication by summary for Council’s review. The following timeline will apply:

- January 16 – 1<sup>st</sup> Reading
- February 5 – 2<sup>nd</sup> Reading
- February 9 – Published for Comment
- March 9 – Effective

**Suggested Motions:**

1. Move to approve the 2<sup>nd</sup> reading of Ordinance 325 approving housekeeping amendments to Divisions 2, 3, 4, 6, 7, 8, and 9 of the Zoning Code.
2. Move to approve the 2<sup>nd</sup> reading of Ordinance 326 approving amendments to Chapter 11 Subdivisions in the City Code.
3. Move to approve Summary Resolutions 2024-05 and 2024-06 authorizing publication of each ordinance by summary.

**ATTACHMENTS:**

- Draft Ordinances (2<sup>nd</sup> Reading)
  - Ordinance 325 – Zoning
  - Ordinance 326 – Subdivision
- Draft Summary Ordinance Resolutions
  - Resolution 2024-05 – Zoning
  - Resolution 2024-06 – Subdivision

**ORDINANCE NO. 325**

**CITY OF ST. FRANCIS  
ANOKA COUNTY**

**AN ORDINANCE MODIFYING DIVISIONS 2, 3, 4, 6, 7, 8, AND 9 IN THE ZONING  
CODE – 2<sup>ND</sup> READING**

THE CITY COUNCIL OF THE CITY OF ST. FRANCIS, ANOKA COUNTY, MINNESOTA,  
ORDAINS:

Changes in the following sections are denoted with an underline for new text or a ~~strikethrough for deleted language~~. Renumbering and updated references shall occur throughout the Code as needed when sections or subsections are added or deleted.

**Section 1.** Section 10-22-11 M of the St. Francis Code of Ordinances is hereby amended to read as follows:

Micro Unit: A mobile residential dwelling providing permanent housing within a sacred community.

**Section 2.** Section 10-23-17 S of the St. Francis Code of Ordinances is hereby amended to read as follows:

Sacred Community: A residential settlement established on or contiguous to the grounds of a religious institution's primary worship location primarily for the purpose of providing permanent housing for chronically homeless persons, extremely low-income persons, and designated volunteers.

**Section 3.** Section 10-31-03 Application Procedure of the St. Francis Code of Ordinances is hereby amended to read as follows:

- E. Notice of Hearing. For applications involving conditional use permits, interim use permits, zoning amendments, and PUDs the Zoning Administrator shall set a date for a public hearing. Notice of such hearing shall consist of a legal property description, a general description of the property location, and a description of the request to be published in the official newspaper at least 10 days prior to the hearing. Written notices shall be mailed not less than 10 days nor more than 30 days prior to the hearing to ~~all owners of property, according to the records available to the City within 350 feet of each parcel included in the request.~~ owners of property within 350 feet of the subject site in the Urban Service Area and within 1,000 feet of the subject property in the Rural Service Area.

**Section 4.** Section 10-31-04 Expiration of Zoning Approvals of the St. Francis Code of Ordinances is hereby amended to read as follows:

- A. Unless otherwise specified by the City Council at the time it is authorized, site plan approvals, a conditional use permit, interim use permit, or variance shall be null and void and expire if the applicant fails to implement such approvals and fulfill each and every condition attached thereto within one (1) year from the date of its authorization unless a petition for an extension of time in which to implement the approved plans has been granted by the Zoning Administrator provided that:
  - 1. The extension is requested in writing and filed with the City at least 30 days prior to the expiration of the initial request.
  - 2. The request for extension states facts demonstrating that a good faith attempt has been made to complete or utilize the use or activity permitted in the approval.
  - 3. A maximum of one (1) administrative extension shall be granted.
  - 4. The extension shall not exceed 90 days from the initial expiration date.
  - 5. There shall be no charge for the filing of a petition for an administrative extension.
- B. ~~Upon receiving a recommendation from the Planning and Zoning Commission and City staff,~~ **The** City Council may grant an extension of greater than 90 days provided that:
  - 1. The conditions described in Items A.1 through A.3, above, are satisfied.
  - 2. The extension shall not exceed one (1) year from the initial expiration date.
  - 3. The filing of a petition for extension is subject to fee requirements established by City Council resolution.

**Section 5.** Section 10-31-06 Performance Agreement is hereby added to the St. Francis Code of Ordinances and reads as follows:

- A. Performance Security. The performance agreement shall require the applicant to provide financial security to assure compliance with the agreement and conditions of the approval. The security may be in the form of a surety bond, cash escrow, certificate of deposit, irrevocable letter of credit, securities, ~~or cash deposit,~~ or other forms as deemed acceptable by the City Attorney. The security shall be in an amount determined by the City Engineer or Building Official under the direction of and approved by the Council, to cover estimated costs of labor and materials for the proposed improvements or development. The costs may include, but not be limited to, public improvements, landscaping, stormwater, grading, and wetland protection. The project can be handled in stages with prior approval of the City.
- B. Security Release. The City shall hold the security until at least partial completion of the proposed improvements or development, and if applicable, a certificate of occupancy indicating compliance with the application approval and Building Code of the City has been issued by the City Building Official. The security may be held longer to ensure performance of the installation.

**Section 6.** Section 10-35-02 Variance Procedures of the St. Francis Code of Ordinances are hereby amended to read as follows:

- B. Planning and Zoning Commission Review. The Planning and Zoning Commission shall hold an application review, preceded by mailed notice to all property owners within 350 feet of the subject property in the Urban Service Area and within 1,000 feet of the subject property in the Rural Service Area, in consideration of granting the variance request.

**Section 7.** Section 10-37-03 PUD Procedure of the St. Francis Code of Ordinances is hereby amended to read as follows:

- D. Preliminary Plan Stage
  - 3. Review and Action on the Preliminary Plan
    - d. The Planning and Zoning Commission shall hold a public hearing on the Preliminary Plan. Notice of the public hearing shall be published in the official newspaper designated by the City Council at least 10 days prior to the hearing. The City shall mail written notification of the Preliminary Plan to property owners located within 350 feet of the subject site in the Urban Service Area and within 1,000 feet of the subject site in the Rural Service Area. Timing of the mailed notice shall be the same as that for the published notice. The failure to give mailed notice to individual property owners or defects in the notice shall not invalidate the proceedings, provided a bona fide attempt to comply has been made.

**Section 8.** Section 10-41-12 Septic System Setback of the St. Francis Code of Ordinances is hereby added to read as follows:

**10-41-12 Septic System Setback**  
Unless otherwise determined by the Zoning Administrator, all structures shall be set back from individual septic systems in accordance with MPCA requirements.

**Section 9.** Section 10-43-02 Uses of the St. Francis Code of Ordinances is hereby amended to read as follows:

- A. Table 10-43-1 Principal Use Table – Residential Districts

Use Type	Zoning District			
	RR	R-1	R-2	R-3
Public, Social, or Health Care				
Place of worship	PS	PS	PS	PS
<u>Sacred community</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>

- B. Table 10-43-2 Accessory Use Table – Residential Districts

Use Type	Zoning District			
	RR	R-1	R-2	R-3
<u>Sacred community</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>

**Section 10.** Section 10-44-02 Principal Uses in Business Districts of the St. Francis Code of Ordinances is hereby amended to read as follows:

A. Table 10-44-1 Principal Use Table – Business and Industrial Districts

Use Type	Zoning District				
	B-1	B-2	BPK	I-1	I-2
Public, Social, or Health Care					
Place of worship	PS	PS			
<u>Sacred community</u>	<u>PS</u>	<u>PS</u>			
Arts, Entertainment, or Recreation					
Commercial recreation, indoor	<u>P</u>	P	P		
Utilities					
Telecommunication structure or tower		<u>C</u>	PS	PS	PS

B. Table 10-44-2 Accessory Use Table – Business and Industrial Districts

Use Type	Zoning District				
	B-1	B-2	BPK	I-1	I-2
<u>Sacred community</u>	<u>PS</u>	<u>PS</u>			

**Section 11.** Section 10-62-05 Sacred Community is hereby added to the St. Francis Code of Ordinances and reads as follows.

**10-62-05 Sacred community.**  
Any sacred community use shall meet all requirements listed in MN Stat 327.30.

**Section 12.** Section 10-68-05 Compost Structures and Firewood Piles of the St. Francis Code of Ordinances is hereby amended to read as follows:

- A. Compost structures and firewood piles shall be considered accessory uses but not buildings, shall be limited to rear yards, ~~shall be subject to setback and other requirements of this Ordinance,~~ and shall not exceed six (6) feet in height. In the Urban Service Area, firewood piles shall not exceed one (1) cord in measurement.

**Section 13.** Section 10-68-21 Sacred Community is hereby added to the St. Francis Code of Ordinances and reads as follows.

**10-68-21 Sacred community.**

Any sacred community use shall meet all requirements listed in MN Stat 327.30.

**Section 14.** Section 10-71-03 Waste, Refuse, and Recyclable Material of the St. Francis Code of Ordinances is hereby amended to read as follows:

- d. *Abandoned, Unlicensed, or Inoperable Vehicles.* Passenger automobiles and trucks not currently licensed by the State, or which are because of mechanical deficiency incapable of movement under their own power, parked or stored outside for a period in ~~exceed~~ **excess** of 30 days, and all materials stored outside in violation of City Code provisions are considered refuse or junk and shall be regulated in the manner provided for by the Chapter 8 of the City Code, Public Protection.

**Section 15.** Section 10-73-02 Fence of the St. Francis Code of Ordinances is hereby amended to read as follows:

- D. District Standards:
  - 1. In the RR, R-1, R-2, and R-3 Districts, fencing shall be restricted to a height of six (6) feet for side and rear yards and a height of four (4) feet within the front yard setback. All fences shall be residential in nature such as wrought iron, vinyl, split-rail, or board and picket. Fencing extending beyond the front- or street-facing façade of any structure shall be ornamental in character and may not be chain link. Barbed wire, electric, and other agricultural fences may be used in the RR District in conjunction with a legally permitted use in Section ~~8-3-3 of the City Code, Animals and Fowl Keeping, Transporting, Treatment, Housing~~ **10-68-11 Keeping of Animals or Fowl.**
  - 2. In the A-1, A-2, and UR Districts, all fencing for non-agricultural purposes shall be no taller than six (6) feet in height.
  - 3. In the B-1 and B-2 Districts, fencing is not allowed between the principal structure and any public right-of-way. Fences shall be no greater than six (6) feet in height. Fences no greater than four (4) feet in height may be permitted with a Conditional Use Permit in front of the principal structure.
  - 4. In the BPK, I-1, and I-2 Districts, fences shall be no greater than eight (8) feet in height. Fences greater than four (4) feet in height shall not be placed in the front yard. Fences greater than eight (8) feet in height may be permitted with a Conditional Use Permit when meeting all district setbacks.
  - 5. Fences up to sixteen (16) feet in height may be allowed in any district provided the fence is used as an enclosure for a tennis or sport facility.
  - 6. Erosion control fences are permitted in all districts in conjunction with a permitted activity.
  - 7. It is unlawful for any person to erect or maintain a barbed wire fence upon his or her property, which fence is less than six (6) feet above the ground and within three (3) feet of a sidewalk or public right-of-way except in those areas in which the owners are permitted to keep, stable or board animals under the provisions of the City Code.

**Section 16.** Section 10-73-04 Required Landscaping is hereby added to the St. Francis Code of Ordinances and reads as follows:

- E. Landscape Guarantee. All new plants shall be guaranteed for twelve (12) months from the time all planting has been completed and a certificate of occupancy has been issued. All plants shall be alive, of good quality, with no signs of stress, and disease free at the end of the warranty period or they shall be replaced. Any replacements shall be warranted for 12 months from the time of replacement. Prior to the issuance of a Certificate of Occupancy, the City may require a Performance Bond, with a corporation approved by the City as surety thereon, or other guarantee acceptable to the City, in an amount to be determined by the City, ~~but for not less than one and one-half (1½) times and no more than two (2) times the amount estimated by the City as the cost of completing said landscaping and screening.~~

**Section 17.** Section 10-83-04 Wetland Management Plan of the St. Francis Code of Ordinances is hereby amended to read as follows:

Every applicant for a building permit with 20,000 square feet or more of land disturbance, subdivision approval, or a permit to allow for excavation, filling, grading, or other such activity, when adjacent to, abutting, or on a parcel containing a wetland, must submit a Wetland Management Plan to the City Engineer for review and approval. At a minimum these pollution abatement control practices must conform to those in the current version of the Minnesota Pollution Control Agency's publication, "Protecting Water Quality in Urban Areas."

- A. The Wetland Management Plan and the Grading Plan. The wetland management plan measures and limits the area of disturbed surface and identifies the location of buffers. All land disturbance activities and buffers shall be marked on the approved grading plan, and identified with flags, stakes, signs, fences, etc. on the development site before work begins.
- B. Inspections of the Wetland Management Plan Measures. At a minimum such inspections shall be done monthly to assure protection of the wetland and surrounding buffer.
- C. Minimum Requirements of the Wetland Management Plan.
  - a. This plan is a supplement to the required Stormwater Pollution Prevention Plan. The requirements of the SWPPP are identified in Part 10-82-00 of this Ordinance.
  - b. Phasing of construction: time frames and schedules for the construction in the vicinity of the wetlands.
  - c. A map of the existing wetlands and existing native buffers.
  - d. A site construction plan that includes the proposed land disturbing activities, stockpile locations, erosion and sediment control plan, construction schedule, and the plan for the maintenance and inspections of the wetland management plan's measures.
  - e. Designate the site's areas that have the potential for serious erosion problems that may impact the wetlands on or adjacent to the site.
  - f. Permanent stabilization: The plan shall establish the manner in which buffer areas will be stabilized after construction is completed, including buffer width and type of vegetation, specifications, time frames or schedules, and maintenance procedures.



- g. ~~Buffer widths shall be dependent on the priority of the wetland as addressed in the "Wetland Standards" Amendment to the Upper Rum River Watershed Management Organization (URRWMO) Watershed Management Plan. The priority of the wetland is determined by the MnRAM criteria provided in the Amendment.~~
  - i. ~~A copy of the referenced Amendment will be made available upon request.~~
  - ii. ~~A summary of the Wetland Classifications are provided below.~~

<b>Wetland Classes</b>	<b>Purpose</b>
High Priority Wetlands	Wetlands that highly serve both water quality treatment and wildlife habitat target functions
Moderate Priority Wetlands	Wetlands that highly serve one of the two above reference target functions
Low Priority Wetlands	Wetlands that do not highly perform either of the target functions
Use Wetlands	Wetlands created for stormwater management

- iii. ~~A summary of the required buffer widths are provided below.~~

<b>Wetland Classes</b>	<b>Minimum Buffer Width</b>
High Priority Wetlands	25 feet
Moderate Priority Wetlands	20 feet
Low Priority Wetlands	16.5 feet
Use Wetlands	16.5 feet

- h. **A minimum 16.5 foot perennially vegetated buffer is required at the boundary of any wetland on or adjacent to a site.** ~~Buffer widths for wetlands on or adjacent to a site shall meet or exceed the above mentioned criteria. At the minimum a 16.5 foot wide protective buffer strip of, if possible, predevelopment vegetation shall surround all wetlands. Native vegetation is recommended.~~
  - i. **Buffer averaging may be used with City Council approval.**
  - ii. Detailed buffer design shall be site specific.
  - iii. For newly constructed buffers site specific design criteria should follow common principles and the example of nearby natural areas. The site should be examined for existing buffer zones and mimic the nearby slope structure and vegetation as much as possible. Buffer design and protection during construction should do any or all of the following: slow water runoff, trap sediment, enhance water filtration, trap fertilizers, pesticides, pathogens, heavy metals, trap blowing snow and soil, and act as corridors for wildlife. How much stress is put on these functions will determine the buffer zone's final configuration. The Minnesota Department of Natural Resources requires permits when vegetation is introduced downgrade of a water's "ordinary high water

mark." The Minnesota Department of Natural Resources' area hydrologist defines the ordinary high water mark. Planting permits are obtained from the Minnesota Department of Natural Resources' regional fisheries office.

- iv. The applicant and/or property owner shall maintain the buffer strip.
- v. Drain tiles on the development site shall be identified and rendered inoperable.
- vi. Buffer strips may be made into perpetual conservation easements.
- vii. Buffer strips shall be marked as such with permanent signs.

**Section 18.** Section 10-91-02 Prohibited Signs of the St. Francis Code of Ordinances is hereby amended to read as follows:

The following signs are prohibited within the City:

- A. Sign attached to any tree, public sign or utility poles.
- B. Sign constructed of a material not of a permanent nature.
- C. Projecting sign. Projecting signs shall project no further than two (2) feet from the wall to which they are anchored. No sign, or portion thereof, shall project over public property.
- D. Roof sign.
- E. Sign which by reason of position, movement, shape, illumination or color would constitute a traffic hazard to oncoming traffic.
- F. Sign noticeably moving as a result of normal wind pressure.
- G. Sign containing obscene ~~language or graphics.~~ content.
- H. Abandoned signs for which no legal owner can be found.
- I. Search-lights.
- J. Signs imitating or resembling official traffic or governmental signs or signage.
- K. Signs placed on vehicles or trailers which are parked or placed for the primary purpose of displaying said sign except for portable signs or lettering on buses, taxis, or vehicles operating during the normal course of business.
- L. Any sign placed within 30 feet of any intersection that may obstruct motorist or pedestrian visibility.
- M. Signs which blink, flash, or are animated.

**Section 19.** This Ordinance shall take effect and be enforced from and after its passage and publication according to law.

Approved and adopted by the City Council of the City of St. Francis this 5<sup>th</sup> day of February, 2024.

SEAL

CITY OF ST. FRANCIS

By: \_\_\_\_\_  
Joseph Muehlbauer, Mayor

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Attest: Jennifer Wida, City Clerk

DRAFTED BY:  
**HKGi**  
800 Washington Ave. N., Suite 103  
Minneapolis, MN 55401

**CITY OF ST. FRANCIS  
ST. FRANCIS  
ANOKA COUNTY**

**RESOLUTION 2024-05**

**A RESOLUTION AUTHORIZING THE SUMMARY PUBLICATION OF ORDINANCE  
325 SECOND SERIES MODIFYING CHAPTER 10 ZONING IN THE CITY CODE**

**WHEREAS**, as authorized by Minnesota Statutes, Section 412.191, subd.4, the City Council has determined that publication of the title and summary of Ordinance 325, Second Series, will clearly inform the public of the intent and effect of the Ordinance; and

**WHEREAS**, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk and a digital copy of the Ordinance is available for inspection on the City’s website.

**NOW THEREFORE, BE IT RESOLVED** that the following summary of Ordinance 325 Second Series is approved for publication:

**CITY OF ST. FRANCIS, MINNESOTA  
ORDINANCE 325, SECOND SERIES**

Section 1. Ordinance 325, as adopted, amends Chapter 10 Zoning of the City Code:

1. The notification distance for public notices has been increased to 1,000 feet for properties in the Rural Service Area.
2. The procedure for granting extensions of zoning approvals has been amended to eliminate the need for a recommendation from the Planning Commission.
3. The form of, elements included in, and process of release of securities as required by a performance agreement have been updated.
4. Language pertaining to the structure setback from all individual septic systems required by the MCPA has been added.
5. Sacred community has been added as both a principal and accessory use in the RR, R-1, R-2, R-3, B-1, and B-2 districts. Definitions and use-specific standards related to the sacred community use have been added.
6. Indoor commercial recreation has been added as a permitted principal use in the B-1 District.
7. Telecommunication structure or tower has been added as a conditional principal use in the B-2 District.
8. Setback requirements for compost structures and firewood piles have been removed.
9. The minimum amount of the performance bond required as a landscape guarantee has been removed.
10. Wetland buffer width requirements have been updated to require a minimum 16.5-foot-wide buffer around all wetland types. Wetland buffer averaging may now be used with City Council approval.
11. The reference to signs containing obscene language or graphics has been changed to signs containing obscene content.

12. References and numbering have been updated throughout the Code to reflect additions and deletions. Grammatical errors have been corrected.

Section 2. The full ordinance will be in effect 30 days from this summary publication.

Section 3. The full ordinance is available for review during regular office hours in the office of the City Clerk and online on the City’s website.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 5<sup>TH</sup> DAY OF FEBRUARY, 2024.

APPROVED:

\_\_\_\_\_  
Joseph Muehlbauer, Mayor

Attest:

\_\_\_\_\_  
Jennifer Wida, City Clerk

*Published in the Anoka County Union Herald the \_\_\_ day of February, 2024.*

DRAFTED BY:

**HKGi**  
800 Washington Ave. N., Suite 103  
Minneapolis, MN 55401

**ORDINANCE NO. 326**

**CITY OF ST. FRANCIS  
ANOKA COUNTY**

**AN ORDINANCE MODIFYING CHAPTER 11 SUBDIVISIONS IN THE CITY CODE –  
2<sup>ND</sup> READING**

THE CITY COUNCIL OF THE CITY OF ST. FRANCIS, ANOKA COUNTY, MINNESOTA,  
ORDAINS:

Changes in the following sections are denoted with an underline for new text or a ~~strikethrough for deleted language~~. Renumbering shall occur as needed when subsections are added or deleted.

**Section 1.** Section 11-31-04 Metes and Bounds of the St. Francis Code of Ordinances is hereby amended to read as follows:

Conveyances by metes and bounds may only be allowed in the following cases: ~~shall be prohibited except in the following cases:~~

- A. A subdivision meeting the qualifications and following the procedures of Administrative Adjustment in Part 11-32-00.
- B. A subdivision creating no more than one (1) new lot and both resulting lots are 10 acres or greater in size with 300 feet or more of frontage. Divisions by metes and bounds creating new parcels shall follow the same procedure as established for a preliminary plat. Application requirements may be waived at the discretion of the Zoning Administrator.
- ~~C. Divisions by metes and bounds creating new parcels shall follow the same procedure as established for a preliminary plat. Application requirements may be waived at the discretion of the Zoning Administrator.~~

**Section 2.** Section 11-32-01 Administrative Adjustment Applicability of the St. Francis Code of Ordinances is hereby amended to read as follows:

An administrative adjustment application shall be submitted to the City when any of the following apply:

- A. An applicant is proposing to relocate a property line(s) without increasing or decreasing the number of parcels and where all parcels meet Code requirements;
- B. Lot combination;~~or~~
- ~~C. Conveyance by metes and bounds as specified in Section 11-31-04.~~
- D. In the case of a request to divide a base lot, which is a part of a recorded plat upon which has been constructed a two- to four-unit dwelling, townhouse, or rowhouse, where the division is to permit individual private ownership of a single dwelling unit within such a structure and the newly created property lines will not cause any of the unit lots or

structure to be in violation of this Ordinance, Chapter 10 of the City Code, Zoning, or the State Building Code; ~~or~~

- E. The subdivision of multiple tenant commercial and industrial buildings in conformance with any applicable provisions of the St. Francis Zoning Ordinance.

**Section 3.** Section 11-33-04 Procedure of the St. Francis Code of Ordinances is hereby amended and reads as follows:

- A. Application. A development application form with required fees shall be submitted to the City of St. Francis.
- B. The Zoning Administrator shall review the application and plans and refer them to City Staff for review.
- C. Additional Notice. Minor subdivision of land abutting upon any existing or proposed trunk highway, county road or highway or county state-aid highway shall be subject to review of the Minnesota Department of Transportation and/or County Highway Department. Written notice and a copy of the proposed administrative subdivision shall be filed with the Minnesota Department of Transportation and/or County Highway Department for review and comment. Final action on ~~an administrative~~ a minor subdivision shall not be taken until the minimum 30 day review period has elapsed or until all referenced parties have signed off, whichever first occurs.
- D. The City Council shall review and approve, approve conditionally, or deny the minor subdivision application.
- E. The City Council shall state, in writing, its findings for approval or denial, as well as any conditions of approval.
- F. Following the decision by the City Council, the Zoning Administrator shall notify the applicant in writing of the Council's action and reasons thereof.
- G. Recording.
  - 1. If the ~~administrative~~ minor subdivision is approved by the Zoning Administrator, the applicant shall record the deed, and the accompanying survey, in the Office of the County Recorder within 60 days after the date of approval or as approved by the Zoning Administrator, otherwise the approval of the ~~administrative~~ minor subdivision shall be considered void.
  - 2. When the land for which the ~~administrative~~ minor subdivision abuts a State highway, County road, or County highway, a certificate or other evidence showing submission of the ~~administrative~~ minor subdivision to the Minnesota Department of Transportation and/or County Highway Department shall be filed with the County Recorder of Deeds, with the ~~administrative~~ minor subdivision.

**Section 4.** Section 11-35-05 Preliminary Plat Procedures of the St. Francis Code of Ordinances is hereby amended and reads as follows:

E. Public Hearing and Planning and Zoning Commission

- 2. Notice and Hearing. The Planning and Zoning Commission shall hold a public hearing on the proposed preliminary plat. Notice of the public hearing shall be published in the official newspaper designated by the City Council at least 10 days prior to the hearing. The City shall mail written notification of the proposed preliminary plat to property owners located within 350 feet of the subject site in the Urban Service Area and within 1,000 feet of the subject site in the Rural Service Area. Timing of the mailed notice shall be the same as that for the published notice. The failure to give mailed notice to individual property owners or defects in the notice shall not invalidate the proceedings, provided a bona fide attempt to comply has been made.

**Section 5.** This Ordinance shall take effect and be enforced from and after its passage and publication according to law.

Approved and adopted by the City Council of the City of St. Francis this 5<sup>th</sup> day of February, 2024.

SEAL

CITY OF ST. FRANCIS

By: \_\_\_\_\_  
Joseph Muehlbauer, Mayor

\_\_\_\_\_  
Attest: Jennifer Wida, City Clerk

DRAFTED BY:  
**HKGi**  
800 Washington Ave. N., Suite 103  
Minneapolis, MN 55401



**CITY OF ST. FRANCIS  
ST. FRANCIS  
ANOKA COUNTY**

**RESOLUTION 2024-06**

**A RESOLUTION AUTHORIZING THE SUMMARY PUBLICATION OF ORDINANCE  
326 SECOND SERIES MODIFYING CHAPTER 11 SUBDIVISIONS IN THE CITY  
CODE**

**WHEREAS**, as authorized by Minnesota Statutes, Section 412.191, subd.4, the City Council has determined that publication of the title and summary of Ordinance 326, Second Series, will clearly inform the public of the intent and effect of the Ordinance; and

**WHEREAS**, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk and a digital copy of the Ordinance is available for inspection on the City’s website.

**NOW THEREFORE, BE IT RESOLVED** that the following summary of Ordinance 326 Second Series is approved for publication:

**CITY OF ST. FRANCIS, MINNESOTA  
ORDINANCE 326, SECOND SERIES**

Section 1. Ordinance 326, as adopted, amends Chapter 11 Subdivisions of the City Code:

1. Cross references in sections 11-31-04 and 11-32-01 have been amended to eliminate confusion related to the process of subdivision by metes and bounds.
2. Section 11-33-04 was updated to refer to “minor subdivision” rather than “administrative subdivision.”
3. Public notice standards for preliminary plats have been updated to expand the notification distance to property owners within 1,000 feet of the subject property in the Rural Service Area.

Section 2. The full ordinance will be in effect 30 days from this summary publication.

Section 3. The full ordinance is available for review during regular office hours in the office of the City Clerk and online on the City’s website.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 5<sup>TH</sup>  
DAY OF FEBRUARY, 2024.**

**APPROVED:**

\_\_\_\_\_  
Joseph Muehlbauer, Mayor

Attest:

\_\_\_\_\_  
Jennifer Wida, City Clerk

*Published in the Anoka County Union Herald the \_\_ day of February, 2024.*

DRAFTED BY:  
**HKGi**  
800 Washington Ave. N., Suite 103  
Minneapolis, MN 55401



# CITY COUNCIL AGENDA REPORT

**TO:** St. Francis City Council  
**FROM:** Beth Richmond, Planner  
**SUBJECT:** Educational Facility Zoning Ordinance Amendment – 1<sup>st</sup> Reading  
**DATE:** February 5, 2024

**OVERVIEW:**

The City has received a request from ISD #15 to amend the City’s Zoning Code to allow educational facilities within the B-1 zoning district. The school district is proposing to move its Transition 15 (T15) program to the existing building at 22978 Butterfield Drive NW in response to recent changes in legislation which increased the maximum age for students in the program. For additional background on this application, please see the January 16, 2024 City Council packet.

**CITY COUNCIL REVIEW**

This request was reviewed by the City Council at the January 16, 2024 meeting. The applicant was in attendance and spoke to the application. A short summary of the discussion is below:

- Councilmembers weighed the importance of filling vacant buildings along Bridge Street with the desire for commercial uses within that corridor as envisioned by the City’s Comprehensive Plan and St. Francis Forward plan. Councilmembers noted that the building on this site was previously used as the Learning Center.
- The proposed amendment would allow educational facilities on any parcel in the B-1 District with approval of an IUP. Councilmembers expressed some concern that this change may open up additional parcels to this use and therefore reduce the overall amount of commercial land within the B-1 District. Staff highlighted this use would only be appropriate on land with guidance for public use, not commercial.
- Councilmembers were interested in the potential partnership opportunities between T15 students and businesses along Bridge Street.
- As currently proposed, the use would not meet all of the district standards of the B-1 District at the time the use commences. This was discussed in depth relative to the City’s requirement that 70% of the ground floor frontage on Bridge Street include a use which is active and open to the public. While conditions of approval could be established with the IUP to ensure that the site eventually meets these standards, Councilmembers expressed a concern about how the City would go about revoking the IUP if the conditions of approval were not met.

After discussion, Councilmembers chose to table the request until the February 5<sup>th</sup> meeting so that members could consider additional information and to give the opportunity for the entire Council to be in attendance to make the decision.

Staff has requested that the applicant provide additional information relative to traffic circulation and the potential future public-facing portion of the use. The applicant provided the following information relative to the future public-facing portion of the use: *At present, our intention is to use this space as an educational setting. Our idea of adding a coffee shop, offering merchandise for sale, and potentially exploring other 'business' type opportunities is to support the city of St. Francis and partner with the city in the effort to make this a business corridor.*

**ANALYSIS**

During discussion, Councilmembers noted a concern that this amendment has the potential to affect all properties within the B-1 District. Staff shared that an educational facility would need to align with both the land use guidance from the Comprehensive Plan as well as the zoning code in order to be approved as an IUP.

The following maps show the Comprehensive Plan’s land use guidance within the Bridge Street corridor as well as the zoning map. The B-1 District extends on both sides of Bridge St between Ambassador Blvd and Poppy St. It also runs on the east side of Ambassador north and south of Bridge St NW.

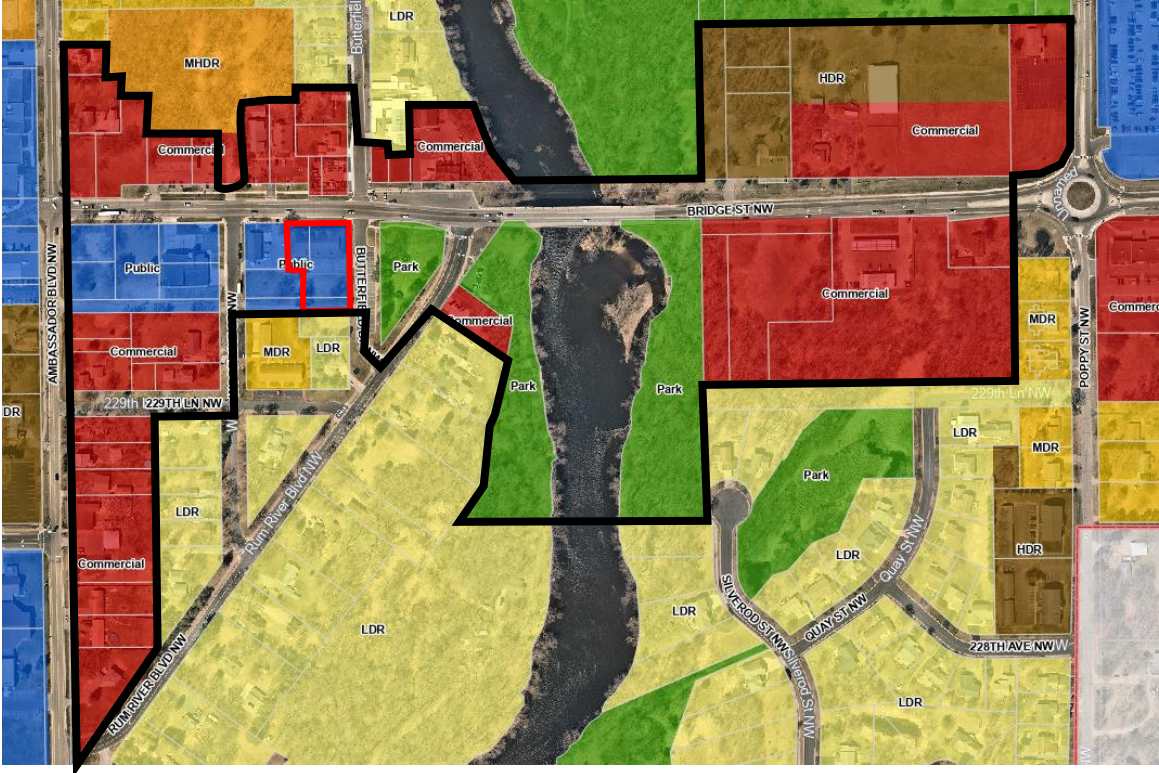
From Staff’s perspective, a public educational facility as proposed would be appropriate only on parcels that are guided for public use in the Comprehensive Plan (shown in blue on the image below). When the parcels involved in the City Hall site are excluded, there are only five parcels within the B-1 District which are guided for public use. Three of the five parcels make up the site currently under discussion. Therefore, there are few sites within the B-1 District which would be appropriate for an educational facility without amending the City’s Comprehensive Plan.

Both a Comprehensive Plan amendment and an Interim Use Permit would require a public hearing and review by the Planning Commission and City Council.

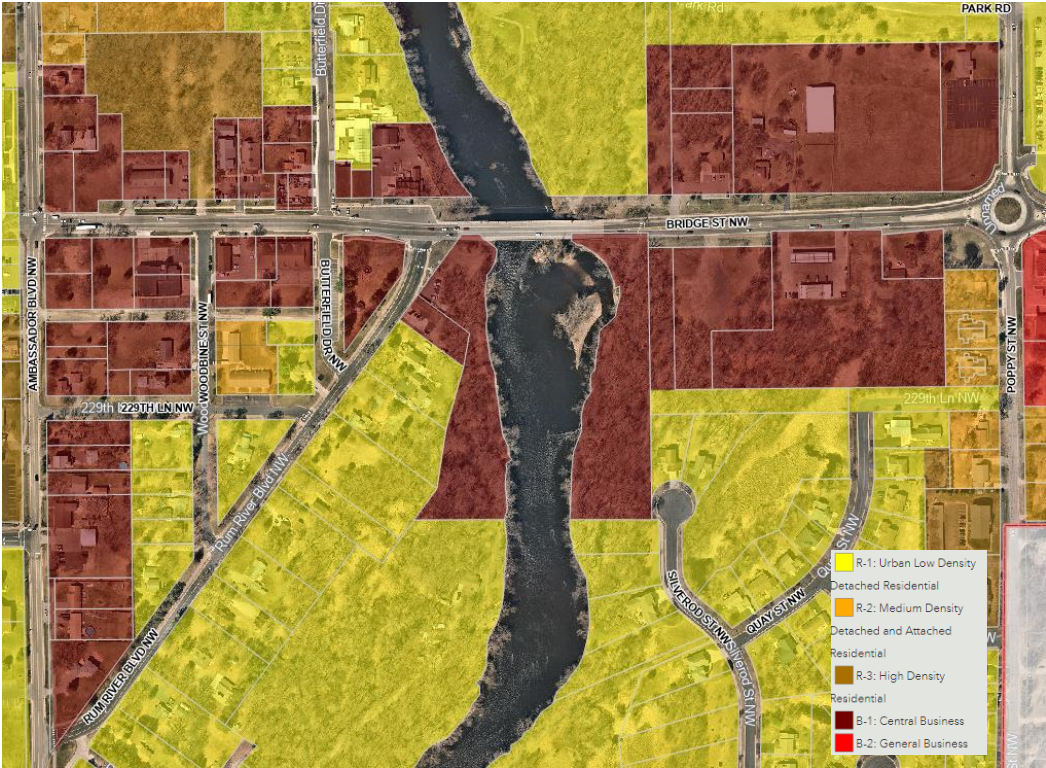


### Comprehensive Plan Future Land Use Map

For reference, the boundaries of the B-1 District are outlined in black and the proposed T15 site is outlined in red.



### Zoning Map



**ACTION TO BE CONSIDERED:**

Based on the Planning Commission’s unanimous recommendation for approval, draft approval documents were prepared for the January 16, 2024 City Council meeting. They have been updated and are attached for your consideration.

**Potential Motions:**

- 1. Move to approve the 1<sup>st</sup> reading of Ordinance 327 amending the Zoning Code to allow educational facilities within the B-1 District.

Some findings of fact which may support approval of the request include:

- a. The proposed use meets the Comprehensive Plan’s land use guidance for public uses. Several parcels within the B-1 district are guided for public use.
- b. The proposed use meets the intent of the B-1 District to allow for a mix of civic, commercial, and residential uses.

- 2. Move to deny the amendment request to allow educational facilities within the B-1 District for the following reason(s): \_\_\_\_\_ and direct Staff to prepare written findings.

Some findings of fact which may support denial of the request include:

- a. The proposed use does not meet the intent of the B-1 district to create a walkable, active downtown corridor.
- b. The use does not meet the B-1 design standards established in the City Code – particularly the standard requiring an active use on the ground-floor street frontage along Bridge Street.

**Attachments:**

- Draft Ordinance 327

**ORDINANCE NO. 327**

**CITY OF ST. FRANCIS  
ANOKA COUNTY**

**AN ORDINANCE AMENDING THE ZONING CODE TO ALLOW EDUCATIONAL FACILITIES IN THE B-1 DISTRICT– 1<sup>ST</sup> READING**

THE CITY COUNCIL OF THE CITY OF ST. FRANCIS, ANOKA COUNTY, MINNESOTA, ORDAINS:

Changes in the following sections are denoted with an underline for new text or a ~~strikethrough for deleted language~~. Renumbering shall occur as needed when sections are added or deleted.

**Section 1.** Section 10-23-05 E of the St. Francis Code of Ordinances is hereby amended to read as follows:

**Educational facility: An instructional establishment specializing in life skills and/or job training for students 18 years of age or older.**

**Section 2.** Table 10-44-1 Principal Use Table – Business and Industrial Districts of the St. Francis Code of Ordinances is hereby amended to read as follows:

**10-44-02 Principal Uses in Business Districts**

A. Table 10-44-1 Principal Use Table – Business and Industrial Districts

Use Type	Zoning District				
	B-1	B-2	BPK	I-1	I-2
Public, Social, or Health Care					
<u>Educational facility</u>	<u>I</u>				

**Section 3.** This Ordinance shall take effect and be enforced from and after its passage and publication according to law.

Approved and adopted by the City Council of the City of St. Francis this 5<sup>th</sup> day of February, 2024.

SEAL

CITY OF ST. FRANCIS

By: \_\_\_\_\_  
Joseph Muehlbauer, Mayor

---

Attest: Jennifer Wida, City Clerk

DRAFTED BY:  
**HKGi**  
800 Washington Ave. N., Suite 103  
Minneapolis, MN 55401





## CITY COUNCIL AGENDA REPORT

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**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** City Hall Fire Station Fire and Security System  
**DATE:** February 5, 2024

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### **OVERVIEW:**

The following quotes are to address the equipment necessary to fit the new building with security systems, fob entrances, cameras and equipment.

Electro Watchman is our current fire and security provider for City Hall, PPW, Water Plant and was for the Fire Station. Their services include the fobs, camera systems, gate systems, security and fire systems already in place. They have provided a direct quote for a design and install of equipment that continues to speak to our existing software.

A second quote was received from Systematic Technologies that would supply the equipment that would additionally speak to the Electro Watchman system.

### **Quotes received are the following:**

Electro Watchman \$90,024.51

Systematic \$107,560.00

### **ACTION TO BE CONSIDERED:**

Council to review and approve the City Administrator to move forward with Electro Watchman for the new facility.

### Attachments:

- Electro Watchman Quote
- Systematic Quote



# ELECTRO WATCHMAN, INC.

FIRE & SECURITY SYSTEMS • SINCE 1921

Q U C Agenda Item # 9A.

JSKR 0220 02

Created: 01/10/24

Expires: 03/05/24

1 Water St W, Suite 110, St Paul, MN 55107

T. (651) 227-8461 F. (651) 310-1296

### Prepared For:

City of St Francis - City Hall & Fire Department  
3750 Bridge St NW  
St Francis MN 55070

Paul Carpenter  
(763) 235-2304  
pcarpenter@stfrancismn.org

### Prepared By:

John Jantzer  
Vice President  
(651) 310-1257  
jjantzer@electrowatchman.com

### Project Scope:

**Electro Watchman to provide and install access control, panic button alarm, and camera systems for new building project. See options for details.**

**1/10/24 REVISION - Updated access control pricing based on additional discount provided by equipment manufacturer**

Qty	Description	Unit Price	Ext. Price
1	<b>Install Access Control S2 Netbox System License Expansion and Acces Control on 27 Door Locations in New Facility: (Optional - SELECTED)</b>		<b>\$72,987.96</b>
	<ul style="list-style-type: none"> <li>● (1) 64 PORTAL EXPANSION FOR EXISTING SYSTEM</li> <li>● (8) BATTERY 12V, 8.0 AH</li> <li>● (2) NETWORK NODE IN WALL MOUNT ENCLOSURE WITH 1 EXPANSION BLADE (MAX 7), WALL MOUNT</li> <li>● (12) ACCESS CONTROL APPLICATION BLADE - EXTENSION BLADE, 2 READERS, 4 INPUTS, 4 OUTPUTS</li> <li>● (2) POWER SUPPLY</li> <li>● (2) POWER DISTRIBUTION UNIT</li> <li>● (24) CARD READER - MULTICLASS, SINGLE GANG, MOBILE READY</li> <li>● (3) ADVANCED LOGIC RELAY</li> <li>● (1) POWER SUPPLY 2.5A 6-12VDC</li> <li>● (8) PIR REQUEST TO EXIT SENSOR WITH SOUNDER GRAY</li> <li>● (29) RECESSED 3/4 W/ LEADS</li> <li>● CABLE - 22/6 OAS CMP</li> <li>● CABLE - 18/4 CMP</li> <li>● LIFT RENTAL</li> <li>● MISC MATERIALS</li> <li>● INSTALLATION LABOR</li> <li>● <i>Install extension of municipal S2 Netbox access control system for new facility. Install access control on 27 door locations. Electro Watchman to provide card reader, lock power supply, door position contacts, and request to exit motion detectors where shown on building plans.</i></li> <li>● <i>S2 Netbox expansion license is required and included for additional doors.</i></li> <li>● <i>All cabling and devices rough-ins to be provided by project electrician or others including card readers devices, door posiiton contacts, request to exit motion detectors, electric door strikes, inaccessible ceilings/areas and inside door frames. Electro Watchman to provide cabling, final terminations, programming and training.</i></li> <li>● <i>All electronic door hardware to be provided and installed by others including electric door strikes, automatic door operators and ADA buttons.</i></li> </ul>		

Qty	Description	Unit Price	E
<b>1</b>	<b>Install Two Monitored Panic Button Alarm System @ Customer Service Counter: (Optional - SELECTED)</b>		<b>\$1,096.67</b>
	<ul style="list-style-type: none"> <li>(1) ALARM CONTROL PANEL - 142 ZONES, DIALER/NETWORK, 350 LG GRAY ENCLOSURE, 327</li> <li>(1) KEYPAD - LCD W/SHORTCUT KEYS, WHITE</li> <li>(1) VERIZON LTE CELLULAR COMMUNICATOR</li> <li>(2) HOLD UP BUTTON</li> <li>CABLE - 22/4 CMP (SOLID)</li> <li>STANDARD SECURITY ALARM MONITORING</li> <li>CELL COMMUNICATOR SECURTY ALARM MONITORING</li> </ul>	       	       
		\$24.95	\$24.95 Monthly
		\$10.00	\$10.00 Monthly
	<i>Install monitored panic buttons for service counter area with monitored alarm system for real-time monitoring response from Electro Watchman and police dispatch.</i>		

<b>1</b>	<b>7 Ultra HD Network Camera System Installation Per Building Documents: (Optional - SELECTED)</b>		<b>\$15,939.88</b>
	<ul style="list-style-type: none"> <li>(4) AXIS MULTISENSOR NETWORK CAMERA - 32-MEGAPIXEL CAMERA WITH FOUR VARIFOCA LENSES (4 X QUAD HD). 360° IR ILLUMINATION, WDR, LIGHTFINDER</li> <li>(4) PENDANT KIT - WEATHERSHIELD AND A MOUNTING ADAPTER.</li> <li>(4) WALL MOUNT, MOUNTING PLATE, PIPE SEAL AND CONDUIT HOLE COVER, WHITE</li> <li>(4) CORNER MOUNT BRACKET</li> <li>(1) AXIS 12 MP PANORAMIC FISHEYE DOME - COMPLETE 360° PANORAMIC, OBJECT ANALYTICS, LIGHTFINDER, WDR, OPTIMIZEDIR</li> <li>(2) AXIS 4MP VANDAL DOME CAMERA - IR, VANDAL-RESISTANT, 3-6 MM LENS W/ REMOTE ZOOM/FOCUS, WDR, ZIPSTREAM, OBJECT ANALYTICS</li> <li>LIFT RENTAL</li> <li>MISC MATERIALS</li> <li>INSTALLATION LABOR</li> <li><i>Provide, mount and program 6 Axis cameras (4 outdoor multisensors, 2 indoor domes, 1 360 fisheye) based on building plans. All cameras to be connected and viewed via Metro Inet Milestone video system. Owner responsible for licensing and ongoing fees for Metro Inet services.</i></li> <li><i>Others to provide all camera cabling and rough-ins do devices as part of building project. Electro Watchman to provide cameras, mounting, focus and programming, and connection to Metro Inet Milestone server.</i></li> <li><i>Owner responsible for providing appropriate POE+ power, network switch ports and network routing for all cameras.</i></li> </ul>		

**Additional Notes:**

A one year warranty applies to Electro Watchman installed equipment and workmanship. No warranty on existing cabling or equipment installed by others.

50% down-payment due upon acceptance. Remaining 50% and applicable sales tax due at completion.

Installation includes equipment, installation labor, cabling, system setup and training per details.

Recurring monitoring and service rates are billed annually for a minimum three year term.

Subject to AHJ approval and acceptance.

Owner responsible for data network ip addresses, wired routing & switch ports, equipment and internet service as required.

**Recurring Amounts:**  
**\$34.95 Per Month Billed Monthly**

<b>Grand Total</b>	<b>\$90,024.51</b>
<b>Deposit Required</b>	<b>\$45,012.26</b>

Dawson Gapinski

**Collaborative Tech Solutions**

11000 93<sup>rd</sup> Avenue North  
Maple Grove, MN 55369

## St Francis City Hall and Fire station

Description of work:

Systematic Technologies to provide and install complete card access, alarm system and camera systems in the City hall and fire station based off of the plans and specs provided by CTS.

### Card access

Expand from the existing S2 system.

- Training
- Lift rental
- Cable supports and hardware.
- Plenum rated Composite card access cable.
- 1 – 64 Portal S2 Netbox License Expansion
- 2 – S2 Netbox Node Controllers
- 14 – S2 2-Reader Expansion Modules
- 3 – Multi-output Power Supplies w/ battery backup
- 24 – HID Signo Card Readers
- 3 – Advanced Logic Relays
- 8 – Request to Exit Motion Detectors
- 29 – Door Position Contacts

### Security system

Provide and install a complete security system.

- 18/4 plenum rated cable.
- Training
- Lift rental
- Cable supports and hardware.
- 1 – DMP Commercial Alarm Control Panel
- 1 – DMP Keypad
- 1 – Backup Battery
- 1 – DMP Cellular Communicator Module
- 2 – Wired Panic Buttons

Dawson Gapinski

**Collaborative Tech Solutions**

11000 93<sup>rd</sup> Avenue North  
Maple Grove, MN 55369

## St Francis City Hall and Fire station

### Camera System

Provide and install seven cameras. Cat6 cabling provided and installed by others. POE Switch's to be provided by owner.

- 4 – Axis 32 Megapixel Multisensor Cameras
- 4 – Pendant Mount Kits for Multisensor Cameras
- 4 – Wall Mount Kits for Multisensor Cameras
- 4 – Corner Mount Kits for Multisensor Cameras
- 1 – Axis 12 Megapixel Panoramic 360 Fisheye Dome Camera
- 2 – Axis 4 Megapixel Vandal Resistant Analytic Outdoor Dome Camera

Installation Summary:

- We propose, to furnish labor in complete accordance with the above specifications.
- All cabling will be installed in a neat and workman like matter, according to TIA/EIA 568A standards, will meet all NEC fire standards.
- All cabling will be certified, and results will be provided at the end of the project.
- Trvel expenses are included in this proposal.

## Total Price \$107,560.00

Proposed by:



Curt Hoheisel  
Account manager  
320-224-2524  
[curth@systematictechmn.com](mailto:curth@systematictechmn.com)

**Acceptance of proposal:** the above prices and specifications are satisfactory and are hereby accepted

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

Purchase order number: \_\_\_\_\_



**CITY COUNCIL  
AGENDA REPORT**

**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** MOU between City of St. Francis and LELS 319 Police Officers  
**DATE:** February 5, 2024

**OVERVIEW:**

Due to changes in contractual agreements, a Memorandum of Understandings are before Council to update benefits to our LELS Police Officer team members. This MOU is to bring the Officers Union into alignment with the non- union vacation and severance personnel policy updates.

**ACTION TO BE CONSIDERED:**

Council to review and approved updates to the collective bargaining agreement as proposed.

Attachments:

- LELS Local 319 MOU Vacation and Severance

**MEMORANDUM OF AGREEMENT**

**Between the City of St. Francis and  
LELS Union Local 319**

(Vacation and Severance Language)

This Memorandum of Agreement is entered into between Law Enforcement Labor Services Local No. 319 the (hereafter “Union”) and the City of St. Francis, MN, (hereafter “City”).

**WHEREAS**, the City and the Union are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2022, to December 31, 2024, providing for the terms and conditions of employment for certain police officers working for the City; and

**WHEREAS**, the City has approved modifying the vacation time and employee severance provisions for the general benefit-earning non-union employees of the City to be effective on December 31<sup>st</sup>, 2023 as part of an update to the City’s existing Personnel Policy Handbook; and

**WHEREAS**, the Union has requested, and the City has agreed, to add the following vacation and employee severance provisions as noted below in order to bring the collective bargaining agreement into conformity with the updated Personnel Policy Handbook; and

**NOW, THEREFORE**, the parties have agreed to amend Section 14 (Vacation) and Section 17 (Severance) to bring its language into conformity with the City’s current Personnel Policy Handbook:

14.2 Accumulation of the annual vacation period from year to year shall be allowed, not to exceed the maximum of 220 hours. ~~lesser of 180 hours or one and one half (1½) times the employee's annual vacation allowance. Any time beyond the lesser of 180 hours or one and one half (1½) times the annual vacation allowance will be lost.~~

14.3 Vacation time for full-time employees shall be earned and credited during each two (2) week pay period. Employees shall accrue vacation time at the following rates:

<u>Years of Service</u>	<u>Days/Year</u>	<u>Hrs/Pay Period</u>	<u>Max Accumulation</u>
0-5	10	3.077	120
6-10	15	4.615	180
11	16	4.923	180
12	17	5.231	180
13	18	5.538	180
14	19	5.846	180
15+	20	6.154	180

<u>Years of Service</u>	<u>Hours of Vacation/Year</u>	<u>Hrs/Pay Period</u>	<u>Max Accumulation</u>
<u>0-2</u>	<u>80</u>	<u>3.077</u>	<u>120 Hours</u>





Good standing is defined as the Employee providing the required notice of resignation and voluntary resigning reasons other than in anticipation of discharge. In those cases, in which an Employee terminates employment and fails to give required notice of resignation or if the employee is terminated for cause, the right to severance pay shall be reviewed on an individual basis and determination of eligibility shall be within the discretion of the Employer.

The parties agree that this Memorandum of Agreement is effective as of January 1, 2024, and remains in effect for the duration of the current (2022-2024) collective bargaining agreement.

The remainder of the current collective bargaining agreement for 2022-2024 is not impacted by this agreement and shall remain in full force and effect.

The parties recognize that this shall not operate as a waiver of management or union rights or establish any precedent or past practice.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

**For the City of St. Francis:**

**For the Union:**

\_\_\_\_\_

\_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_



**CITY COUNCIL  
AGENDA REPORT**

**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** Work Session Request  
**DATE:** February 5, 2024

**OVERVIEW:**

Staff is requesting Council to set a date for a work session

**Dates to consider:**

- Monday February 26<sup>th</sup>
- Monday March 11th

Time 6:00 p.m.

Meeting location, City Hall Community Room