



CITY COUNCIL REGULAR MEETING

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

Monday, April 15, 2024 at 6:00 PM

AGENDA

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **CONSENT AGENDA**
 - A. City Council Minutes - April 1, 2024
 - B. Police Department Policy Manual
 - C. City Coalition Letter Retaining Local Zoning Authority
 - D. 2024 Street Sweeping
 - E. Dust Control Maintenance
 - F. Stahl Construction – Pay Applications No. 7 – Labor & Material
 - G. Rental License Approvals
 - H. Payment of Claims
5. **MEETING OPEN TO THE PUBLIC**
6. **SPECIAL BUSINESS**
7. **PUBLIC HEARING**
8. **OLD BUSINESS**
9. **NEW BUSINESS**
 - A. MOU between City of St. Francis and LELS 411 Sergeants
 - B. Support for Federal Appropriations
Resolution 2024-13 Supporting a request for Federal appropriations
 - C. Serenity at Seelye Brook Final Plat
Resolution 2024-14 Approving the final plat for the Serenity at Seelye Brook Subdivision
10. **MEETING OPEN TO THE PUBLIC**
11. **REPORTS**
 - A. Police Department First Quarter Report
 - B. Fire Department Monthly Report - March
12. **COUNCIL MEMBER REPORTS**
13. **UPCOMING EVENTS**
 - April 17 - Planning Commission Meeting - 7:00 pm
 - April 18 - Citizens Academy - 6:00 - 8:30 pm
 - April 25 - Citizens Academy - 6:00 - 8:30 pm
 - April 27 - Spring Recycling Event - 8:00 am - 12:00 pm
 - May 02 - Citizens Academy - 6:00 - 8:30 pm
 - May 04 - Free Dog License Day - 9:00 am - 12:00 pm
 - May 06 - 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

April 1, 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, Crystal Kreklow, and Sarah Udvig.

Also present: City Administrator Kate Thunstrom, Deputy City Administrator/City Clerk Jenni Wida, Assistant City Attorney Dave Schaps (Barna, Guzy & Steffen), Public Works Director Paul Carpenter, Fire Chief Dave Schmidt, Finance Director Darcy Mulvihill, and Police Chief Todd Schwieger.

3. APPROVAL OF AGENDA

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

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

Nays: None

Motion carries: 5-0

4. CONSENT AGENDA

- A. City Council Minutes - March 18, 2024
- B. Acknowledgement to Conduct a Raffle
- C. Acknowledgement to Conduct a Raffle
- D. Emergency Management Plan
- E. Hiring Part-Time Firefighters- Contingent
- F. 2024 Street Consortium Asphalt Maintenance
- G. Police Department Retention Incentive – Non Union
- H. Pioneer Days Fireworks Contract – Northern Lighter Pyrotechnics, Inc (NLP)
- I. Payment of Claims

MOTION BY: ROBINSON SECOND: UDVIG APPROVING THE REGULAR CITY COUNCIL CONSENT AGENDA

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

Nays: None

Motion carries: 5-0

5. MEETING OPEN TO THE PUBLIC

Trent Blake, 22816 Poppy Street, came forward and shared that he would like to discuss changing the City ordinance for being able to drive golf carts in town. He said that Ramsey, Oak Grove, and Isanti all allow golf carts in town and St. Francis allows essentially every other recreational vehicle other than golf carts. He noted that golf carts are much safer than ATVs and other similar vehicles. He added that if he were to be able to drive a golf cart to Casey's down the road it would be better for the environment than if he had to drive his diesel pickup truck. He explained that if they have the right amount of safety regulations in place for golf carts then they are just as safe as any other small vehicle. He shared that he spoke to Police Chief Schwieger on this matter. He noted that these golf carts have the same safety concerns as someone walking across the roads and the potential dangers associated with these golf carts being on the roads comes down to ownership of drivers being responsible. He added that he also has automobile insurance on his golf cart. He said the City can set this up with whatever safety features and requirements they want to have. He noted that the City charges a sticker fee for snowmobiles and recommended doing the same for golf carts.

Mayor Muehlbauer asked the Council's thoughts on this. He shared that there are some restrictions on other vehicles, such as ATVs.

Police Chief Schwieger explained that the restrictions depend on the type of road the vehicles are on. He stated that the City has an ordinance that allows them to oversee ATV use on streets that fall under the City's jurisdiction. He added that there are certain times when ATVs can be on the roads per the ordinance. He stated that the operators have to comply with all traffic laws and statues just as if they were operating a car. He noted that County roads are different as they are governed by the DNR.

Mayor Muehlbauer shared his concern with regulating this on County Road 9 and Bridge Street. Mr Blake shared that he does not believe they should be able to drive golf carts or other similar vehicles on a 55 MPH road.

Udvig said this is something they can look into. She noted the trouble that they have in the City is that they do not have jurisdiction over the main roads. She said if they create and pass an ordinance on this, it could still restrict people from going where they want to go as they have no control over what is allowed on County streets and roads.

Mr. Blake suggested allowing the golf carts to be able to drive on the sidewalks. Mayor Muehlbauer stated some of these may also be owned by the County.

Mr. Blake stated that some golf carts are allowed within the City. He asked if golf carts in the neighborhoods near the golf course are only allowed to drive to the golf course and back or if they are also allowed in the neighborhood. Mayor Muehlbauer shared that it is his understanding that these golf carts are only legally allowed to

drive directly to and from the golf course.

Bauer shared his support for this. He noted that he drives ATVs and golf carts a lot in Wisconsin and there they are able to cross county roads. He reiterated that he would be in support of relaxing the regulations on City streets. He said he is not in favor of requiring lights and blinkers. He noted that they need a softer government and to stop telling people what they can and cannot do within their neighborhoods.

Kreklow agreed with Bauer. She shared she does not see a reason that snowmobiles and ATVs would be allowed and not golf carts. She said she would support looking at an ordinance to allow this.

Robinson asked when the last time this was even looked at. He noted that this would be something that could be discussed at a Work Session. He asked if they did require a permit fee where this money would go. Mayor Muehlbauer said this would go to the General Fund.

Robinson said he would like to look at that to see what would be reasonable and unreasonable with Schwieger's input. He asked if anything that the City would put in place for this could supersede anything the County has in place. Schwieger shared that this would come down to the County Board; however, he believes that local jurisdictions could further prohibit or regulate but cannot lessen the regulations.

Mayor Muehlbauer shared that he has no concerns with directing Staff to look into this. He shared his biggest concern is having to police the use of golf carts and having to cross major roadways.

Mr. Blake shared that in the city of Anoka, golf carts are allowed on the roads. He shared that the safety of this comes down to individuals. He reiterated that he would like to see these golf carts to be allowed in residential areas or on safe roads.

6. SPECIAL BUSINESS - NONE

7. PUBLIC HEARINGS - NONE

8. OLD BUSINESS - NONE

9. NEW BUSINESS

A. Bottle Shop Fiber Optic Project

Public Works Director Carpenter reviewed the Staff report concerning the fiber optic project at the Bottle Shop. He shared the low quote from Telcom Construction for \$76,245.21.

Robinson asked what was spent to run this line to the current City Hall building to the bottle shop. Carpenter shared that the amount spent in 2020 was around

\$40,000.

Carpenter shared the recommendation that Zayo would be the way to go. He noted they had talked about a VPN or other options; however, when the internet services goes down on a VPN it can take several hours to be repaired whereas Zayo will have it repaired within an hour.

Robinson asked if this was the plan that was originally proposed when they talked about the City Hall Fire Station. Carpenter said yes and explained that they set aside \$50,000 in two years of the CIP for this as they expected it to cost \$100,000.

Kreklow asked if this expense will be split between the Bottle Shop and Public Works and if the Bottle Shop will be able to support this. Carpenter said yes.

Bauer asked if they are tying the water tower with this when they go by it or if there will be another request in 2027 for the water. Carpenter explained that they are not tying this in right now, this request is only to keep the internet in the bottle shop for the time being. He said they have the money to tie in the water set assigned in 2027 and 2028 when they are working on this street.

Mayor Muehlbauer shared his frustration with the timing of this. He noted that they needed to run this line in 2020 and he is disappointed that they have to run this same line for a larger price tag. He acknowledged the need for this project.

MOTION BY: UDVIG SECOND: KREKLOW APPROVING THE LOW BID FROM TELCOM CONSTRUCTION FOR THE BOTTLE SHOP FIBER OPTIC PROJECT.

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

Nays: None

Motion carries: 5-0

B. Annual Audit Report

City Administrator Thunstrom reviewed the Staff report in regard to the annual audit and how the Council would like to receive the audit report in May. She asked if they would like the auditor to make the presentation in-person or over video. There would be a cost savings of \$500.00 if council were to chose the video option.

Bauer said he is in support of a video.

Kreklow shared she would prefer an in-person presentation as it can be interactive, and they can ask questions during the presentation. Udvig agreed.

Robinson stated that since there have not been any issues with past audits so he would be okay with a video presentation.

Mayor Muehlbauer shared that he likes the in-person presentations for the interaction. He noted that the savings associated with a video rather than an in-

person presentation is a drop in the bucket considering the scale that they work at. He added that the in-person presentations are also helpful for the residents who attend this meeting.

Thunstrom said they will stick with an in-person presentation.

10. MEETING OPEN TO THE PUBLIC - NONE

11. REPORTS - NONE

12. COUNCIL MEMBER REPORTS

The Council shared the meetings and events they attended in the past few weeks.

Robinson shared that the deadline for being in the Pioneer Days parade is approaching in May and signups can be made through the Chamber of Commerce website.

Mayor Muehlbauer shared that he had discussed some Code issues with Staff. He asked about the turnout for the Citizens Academy. Schwieger said there were a few people.

13. UPCOMING EVENTS

April 15 - City Council Meeting - 6:00 pm

April 17 - Planning Commission Meeting - 7:00 pm

April 27 - Spring Recycling Event 8:00 am - 12:00 pm

St. Francis Police Department Citizens Academy - 6:00 pm

April 11

April 18

April 25

14. ADJOURNMENT

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

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

Nays: None

Motion carries: 5-0

There being no further business, Mayor Muehlbauer adjourned the regular City Council at 6:38 p.m.

Jennifer Wida, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Todd Schwieger, Police Chief
SUBJECT: Police Department Policy Manual
DATE: April 15, 2024

OVERVIEW:

The St. Francis Police Department has adopted Lexipol policy 301, Handcuffing/Restraints. The department has also replaced its current Domestic Abuse policy with Lexipol policy 308, Domestic Abuse, and Harassment policy with Lexipol policy 312, Discriminatory Harassment.

ACTION TO BE CONSIDERED:

St. Francis City Council to review and approve St. Francis Police Department policies 301, 308, and 312. All policies have received legal review.

BUDGET IMPLICATION:

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

Attachments:

- Police Department Policies
 - 301 Handcuffing/Restraints
 - 308 Domestic Abuse
 - 312 Discriminatory Harassment

Policy
301

St. Francis Police Department
Policy Manual

Handcuffing and Restraints

301.1 PURPOSE AND SCOPE

This policy provides guidelines for the use of handcuffs and other restraints during detentions and arrests.

301.2 POLICY

The St. Francis Police Department authorizes the use of restraint devices in accordance with this policy, the Use of Force Policy and department training. Restraint devices shall not be used to punish, to display authority or as a show of force.

301.3 USE OF RESTRAINTS

Only members who have successfully completed St. Francis Police Department-approved training on the use of restraint devices described in this policy are authorized to use these devices.

When deciding whether to use any restraint, officers should carefully balance officer safety concerns with factors that include, but are not limited to:

- The circumstances or crime leading to the arrest.
- The demeanor and behavior of the arrested person.
- The age and health of the person.
- Whether the person is known to be pregnant.
- Whether the person has a hearing or speaking disability. In such cases, consideration should be given, safety permitting, to handcuffing to the front in order to allow the person to sign or write notes.
- Whether the person has any other apparent disability.

301.3.1 RESTRAINT OF DETAINEES

Situations may arise where it may be reasonable to restrain an individual who may, after brief investigation, be released without arrest. Unless arrested, the use of restraints on detainees should continue only for as long as is reasonably necessary to assure the safety of officers and others. When deciding whether to remove restraints from a detainee, officers should continuously weigh the safety interests at hand against the continuing intrusion upon the detainee.

301.3.2 RESTRAINT OF PREGNANT PERSONS

Persons who are known to be pregnant should be restrained in the least restrictive manner that is effective for officer safety. Handcuffs behind the body should not be used unless the officer has a reasonable suspicion that the person may resist, attempt escape, injure self or others, or damage property.

No person who is in labor, delivery, or recovery after delivery shall be handcuffed or restrained except in extraordinary circumstances and only when a supervisor makes an individualized determination that such restraints are necessary for the safety of the arrestee, officers, or others.

301.3.3 RESTRAINT OF JUVENILES

A juvenile under 12 years of age should not be restrained unless he/she is suspected of a dangerous felony or when the officer has a reasonable suspicion that the juvenile may resist, attempt escape, injure him/herself, injure the officer or damage property.

301.3.4 NOTIFICATIONS

Whenever an officer transports a person with the use of restraints other than handcuffs, the officer shall inform the jail staff upon arrival at the jail that restraints were used. This notification should include information regarding any other circumstances the officer reasonably believes would be potential safety concerns or medical risks to the subject (e.g., prolonged struggle, extreme agitation, impaired respiration) that may have occurred prior to, or during transportation to the jail.

301.4 HANDCUFFS OR PLASTIC CUFFS

Handcuffs, including temporary nylon or plastic cuffs, may be used only to restrain a person's hands to ensure officer safety.

When transporting a prisoner, the prisoner shall be handcuffed. The only exception to this rule being when the health or other physical condition of the prisoner does not permit it. At no time shall any person be handcuffed to any part of a motor vehicle.

In most situations handcuffs should be applied with the hands behind the person's back. When feasible, handcuffs should be double-locked to prevent tightening, which may cause undue discomfort or injury to the hands or wrists.

In situations where one pair of handcuffs does not appear sufficient to restrain the individual or may cause unreasonable discomfort due to the person's size, officers should consider alternatives, such as using an additional set of handcuffs or multiple plastic cuffs.

Handcuffs should be removed as soon as it is reasonable or after the person has been searched and is safely confined within a detention facility.

301.5 SPIT HOODS

Spit hoods/masks/socks are temporary protective devices designed to prevent the wearer from biting and/or transferring or transmitting fluids (saliva and mucous) to others.

Spit hoods may be placed upon persons in custody when the officer reasonably believes the person will bite or spit, either on a person or in an inappropriate place. They are generally used during application of a physical restraint, while the person is restrained, or during or after transport.

Officers utilizing spit hoods should ensure that the spit hood is fastened properly to allow for adequate ventilation and that the restrained person can breathe normally. Officers should provide assistance during the movement of restrained individuals due to the potential for impaired or distorted vision on the part of the individual. Officers should avoid comingling individuals wearing spit hoods with other detainees.

Spit hoods should not be used in situations where the restrained person is bleeding profusely from the area around the mouth or nose, or if there are indications that the person has a medical condition, such as difficulty breathing or vomiting. In such cases, prompt medical care should be obtained. If the person vomits while wearing a spit hood, the spit hood should be promptly removed and discarded. Persons who have been sprayed with oleoresin capsicum (OC) spray should be thoroughly decontaminated including hair, head and clothing prior to application of a spit hood.

Those who have been placed in a spit hood should be continually monitored and shall not be left unattended until the spit hood is removed. Spit hoods shall be discarded after each use.

301.6 LEG RESTRAINT DEVICES

Leg restraints may be used to restrain the legs of a violent or potentially violent person when it is reasonable to do so during the course of detention, arrest or transportation. Only restraint devices approved by the department shall be used.

In determining whether to use the leg restraint, officers should consider:

- (a) Whether the officer or others could be exposed to injury due to the assaultive or resistant behavior of a suspect.
- (b) Whether it is reasonably necessary to protect the suspect from his/her own actions (e.g., hitting his/her head against the interior of the patrol unit, running away from the arresting officer while handcuffed, kicking at objects or officers).
- (c) Whether it is reasonably necessary to avoid damage to property (e.g., kicking at windows of the patrol unit).

301.6.1 GUIDELINES FOR USE OF LEG RESTRAINTS

When applying leg restraints the following guidelines should be followed:

- (a) If practicable, officers should notify a supervisor of the intent to apply the leg restraint device. In all cases, a supervisor shall be notified as soon as practicable after the application of the leg restraint device.
- (b) Once applied, absent a medical or other emergency, restraints should remain in place until the officer arrives at the jail or other facility or the person no longer reasonably appears to pose a threat.
- (c) Once secured, the person should be placed in a seated or upright position, secured with a seat belt, and shall not be placed on his/her stomach for an extended period, as this could reduce the person's ability to breathe.
- (d) The restrained person should be continually monitored by an officer while in the leg restraint. The officer should ensure that the person does not roll onto and remain on his/her stomach.
- (e) The officer should look for signs of labored breathing and take appropriate steps to relieve and minimize any obvious factors contributing to this condition.
- (f) When transported by ambulance/paramedic unit, the restrained person should be accompanied by an officer when requested by medical personnel. The transporting officer should describe to medical personnel any unusual behaviors or other circumstances the officer reasonably believes would be potential safety or medical risks to the subject (e.g., prolonged struggle, extreme agitation, impaired respiration).

301.7 REQUIRED DOCUMENTATION

If a person is restrained and released without an arrest, the officer shall document the details of the detention and the need for handcuffs or other restraints.

If a person is arrested, the use of handcuffs or other restraints shall be documented in the related report.

Officers should document the following information in reports, as appropriate, when restraints other than handcuffs are used on a person:

- (a) The factors that led to the decision to use restraints.
- (b) Supervisor notification and approval of restraint use.
- (c) The types of restraint used.
- (d) The amount of time the person was restrained.
- (e) How the person was transported and the position of the person during transport.
- (f) Observations of the person's behavior and any signs of physiological problems.
- (g) Any known or suspected drug use or other medical problems.

301.8 TRAINING

Subject to available resources, the Instructor should ensure that officers receive periodic training on the proper use of handcuffs and other restraints, including:

- (a) Proper placement and fit of handcuffs and other restraint devices approved for use by the Department.
- (b) Response to complaints of pain by restrained persons.
- (c) Options for restraining those who may be pregnant without the use of handcuffs behind the body.
- (d) Options for restraining amputees or those with medical conditions or other physical conditions that may be aggravated by being restrained.

Policy
308

St. Francis Police Department
Policy Manual

Domestic Abuse

308.1 PURPOSE AND SCOPE

The purpose of this policy is to provide the guidelines necessary to deter, prevent, and reduce domestic abuse through vigorous enforcement and to address domestic abuse as a serious crime against society. The policy specifically addresses the commitment of this department to take enforcement action when appropriate, to provide assistance to victims and to guide officers in the investigation of domestic abuse.

308.1.1 DEFINITIONS

Definitions related to this policy include:

Court order - All forms of orders related to domestic abuse, that have been issued by a court of this state or another, whether civil or criminal, regardless of whether service has been made.

Domestic abuse - Commission of any of the following if committed against a family or household member by another family or household member (Minn. Stat. § 518B.01, Subd. 2):

- (a) Actual or fear of imminent physical harm, bodily injury, or assault
- (b) Threats of violence with intent to terrorize as specified by Minn. Stat. § 609.713, Subd.1.
- (c) Criminal sexual conduct (Minn. Stat. § 609.342 to Minn. Stat. § 609.3451)
- (d) Interference with an emergency call as specified by Minn. Stat. § 609.78, Subd.2.

308.2 POLICY

The St. Francis Police Department's response to incidents of domestic abuse and violations of related court orders shall stress enforcement of the law to protect the victim and shall communicate the philosophy that domestic abuse is criminal behavior. It is also the policy of this department to facilitate victims' and offenders' access to appropriate civil remedies and community resources whenever feasible.

308.3 OFFICER SAFETY

The investigation of domestic abuse cases often places officers in emotionally charged and sometimes highly dangerous environments. No provision of this policy is intended

to supersede the responsibility of all officers to exercise due caution and reasonable care in providing for the safety of any officers and parties involved.

308.4 INVESTIGATIONS

The following guidelines should be followed by officers when investigating domestic abuse cases:

- (a) Calls of reported, threatened, imminent, or ongoing domestic abuse and the violation of any court order are of extreme importance and should be considered among the highest response priorities. This includes incomplete 9-1-1 calls.
- (b) When practicable, officers should obtain and document statements from the victim, the suspect, and any witnesses, including children, in or around the household or location of occurrence.
- (c) Officers should list the full name and date of birth of each child who was present in the household at the time of the offense. The names of other children who may not have been in the house at that particular time should also be obtained for follow-up.
- (d) When practicable and legally permitted, video or audio record all significant statements and observations.
- (e) All injuries should be photographed, regardless of severity, taking care to preserve the victim's personal privacy. Where practicable, photographs should be taken by a person of the same sex. Victims whose injuries are not visible at the time of the incident should be asked to contact the reporting officer or assigned investigator in the event that the injuries later become visible.
- (f) Officers should request that the victim complete and sign an authorization for release of medical records related to the incident when applicable.
- (g) If the suspect is no longer at the scene, officers should make reasonable efforts to locate the suspect to further the investigation, provide the suspect with an opportunity to make a statement and make an arrest or seek an arrest warrant if appropriate.
- (h) Seize any firearms or other dangerous weapons in the home, if appropriate and legally permitted, for safekeeping or as evidence.
- (i) Officers should take appropriate enforcement action when there is probable cause to believe an offense has occurred. Factors that should not be used as sole justification for declining to take enforcement action include:
 1. Whether the suspect lives on the premises with the victim.

2. Claims by the suspect that the victim provoked or perpetuated the violence.
 3. The potential financial or child custody consequences of arrest.
 4. The physical or emotional state of either party.
 5. Use of drugs or alcohol by either party.
 6. Denial that the abuse occurred where evidence indicates otherwise.
 7. A request by the victim not to arrest the suspect.
 8. Location of the incident (public/private).
 9. Speculation that the complainant may not follow through with the prosecution.
 10. Actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, disability, or marital status of the victim or suspect.
 11. The social status, community status, or professional position of the victim or suspect.
- (j) Complete the Lethality Assessment Protocol (LAP) in cases of intimate relationships and under any of the following circumstances:
1. When the officer believes an assault has occurred, or
 2. When the officer believes the potential for danger is high, or
 3. When the officer believes the situation is dangerous and the LAP should be conducted.
 4. When there is an OFP/HRO/DANCO violation and any of the above listed circumstances exist.
 5. Once the screening is completed, and it is determined that the situation triggers a protocol referral, the officer will provide the information to an Alexandra House advocate and provide the victim an opportunity to speak with the advocate.

308.4.1 IF A SUSPECT IS ARRESTED

If a suspect is arrested, officers should:

- (a) Advise the victim that there is no guarantee the suspect will remain in custody.
- (b) Provide a victim notification form to the jail staff to enable notification of the victim upon the suspect's release from jail (Minn. Stat. § 629.72 Subd. 6).

- (c) Advise the victim whether any type of court order will be in effect when the suspect is released from jail.
- (d) Contact an Alexandra House advocate by phone as soon as possible and provide the name and address of the victim and a brief factual account of the events associated with the action.

308.4.2 IF NO ARREST IS MADE

If no arrest is made, the officer should:

- (a) Advise the parties of any options, including but not limited to:
 1. Voluntary separation of the parties.
 2. Appropriate resource referrals (e.g., counselors, friends, relatives, shelter homes, victim witness unit).
- (b) Document the resolution in a report.

308.5 VICTIM ASSISTANCE

Because victims may be traumatized or confused, officers should be aware that a victim's behavior and actions may be affected.

- (a) Victims should be provided with the department's domestic abuse information handout, even if the incident may not rise to the level of a crime.
- (b) Victims should be alerted to any available victim advocates, shelters, and community resources.
- (c) When an involved person requests law enforcement assistance while removing essential items of personal property, officers should stand by for a reasonable amount of time.
- (d) If the victim has sustained injury or complains of pain, officers should seek medical assistance as soon as practicable.
- (e) Officers should ask the victim whether he/she has a safe place to stay and assist in arranging transportation to an alternate shelter if the victim expresses a concern for his/her safety or if the officer determines that a need exists.
- (f) Officers should make reasonable efforts to ensure that any children or dependent adults who are under the supervision of the suspect or victim are being properly cared for.
- (g) If appropriate, officers should seek or assist the victim in obtaining an emergency order.

308.6 DISPATCH ASSISTANCE

All calls of domestic abuse, including incomplete 9-1-1 calls, should be dispatched as soon as practicable.

Dispatchers are not required to verify the validity of a court order before responding to a request for assistance. Officers should request that dispatchers check whether any of the involved persons are subject to the terms of a court order.

308.7 FOREIGN COURT ORDERS

Various types of orders may be issued in domestic abuse cases. Any foreign court order properly issued by a court of another state, Indian tribe or territory shall be enforced by officers as if it were the order of a court in this state. An order should be considered properly issued when it reasonably appears that the issuing court has jurisdiction over the parties and reasonable notice and opportunity to respond was given to the party against whom the order was issued (18 USC § 2265). An otherwise valid out-of-state court order shall be enforced, regardless of whether the order has been properly registered with this state.

308.7.1 CANADIAN ORDERS FOR PROTECTION

An order for protection issued by Canada or a Canadian province shall be enforced as if it were the order of a court in this state and afforded the same consideration as foreign court orders with respect to proper issuance and registration (Minn. Stat. § 518F.03).

308.8 VERIFICATION OF COURT ORDERS

Determining the validity of a court order, particularly an order from another jurisdiction, can be challenging. Therefore, in determining whether there is probable cause to make an arrest for a violation of any court order, officers should carefully review the actual order when available, and, where appropriate and practicable:

- (a) Ask the subject of the order about his/her notice or receipt of the order, his/her knowledge of its terms and efforts to respond to the order.
- (b) Check available records or databases that may show the status or conditions of the order.
- (c) Contact Central Communications to verify the validity of the order.
- (d) Contact the issuing court to verify the validity of the order.
- (e) Contact a law enforcement official from the jurisdiction where the order was issued to verify information.

Officers should document in an appropriate report their efforts to verify the validity of an order, regardless of whether an arrest is made. Officers should contact a supervisor for clarification when needed.

308.9 LEGAL MANDATES AND RELEVANT LAWS

Minnesota law provides for the following:

308.9.1 STANDARDS FOR ARRESTS

Officers investigating a domestic abuse report should consider the following:

- (a) An officer may arrest a person without a warrant, including at the person's residence, if the peace officer has probable cause to believe that the person has, within the preceding 72 hours, exclusive of the day probable cause was established, assaulted, threatened with a dangerous weapon, or placed in fear of immediate bodily harm any person covered by the "family or household member" definition, even if the assault did not rise to the level of a felony or did not take place in the presence of the peace officer (Minn. Stat. § 629.34; Minn. Stat. § 629.341).
- (b) Officers should generally not make dual arrests but may make an arrest of a primary aggressor. Where there are allegations that each party assaulted the other, the officer shall determine whether there is sufficient evidence to conclude that one of the parties was the primary aggressor based on the following criteria and the officer's judgment (Minn. Stat. § 629.342, Subd. 2):
 1. Comparative extent of any injuries inflicted
 2. Fear of physical injury because of past or present threats
 3. Actions taken in self-defense or to protect oneself
 4. History of domestic abuse perpetrated by one party against the other
 5. Existence or previous existence of an order for protection
- (c) An officer shall not issue a citation in lieu of arrest and detention to an individual charged with any of the following offenses (Minn. Stat. § 629.72):
 1. Stalking
 2. Domestic abuse
 3. Violation of an order for protection
 4. Violation of a domestic abuse no contact order

- (d) The officer in charge will determine whether a person arrested on a charge of stalking any person, domestic abuse, violation of an order for protection, violation of a domestic abuse no contact order, or violation of a court-ordered transfer of firearms will be held in custody or be issued a citation in lieu of continued detention and released after booking. The person shall be held in custody whenever the officer in charge determines that it reasonably appears the release of the person (Minn. Stat. § 629.72):
1. Poses a threat to the alleged victim or another family or household member.
 2. Poses a threat to public safety.
 3. Involves a substantial likelihood that the arrested person will fail to appear at subsequent proceedings.
- (e) Officers shall arrest and take into custody, without a warrant, a person whom the peace officer has probable cause to believe has violated a court order issued pursuant to Minn. Stat. § 518B.01 or Minn. Stat. § 629.75. Such an arrest shall be made even if the violation of the order did not take place in the presence of the peace officer, if the officer can verify the existence of the order. If the person is not released on citation in lieu of continuing detention, the person shall be held in custody for these violations for at least 36 hours unless released by a court (Minn. Stat. § 518B.01; Minn. Stat. § 629.75).
- (f) An arrest for a violation of an order of protection may be made regardless of whether the excluded party was invited back to the residence (Minn. Stat. § 518B.01, Subd. 18).
- (g) Following an arrest, an officer should contact the local domestic abuse program by phone as soon as possible and provide the name and address of the victim and a brief factual account of events associated with the action.
- (h) An officer shall arrest and take into custody a person whom the officer has probable cause to believe has violated a harassment restraining order, pursuant to Minn. Stat. § 609.748, if the officer can verify the existence of the order.
- (i) Officers are authorized to make an arrest without a warrant when there is probable cause to believe the person has violated the provisions of any other no contact or restraining order issued by a court, even if the offense did not rise to the level of a felony (Minn. Stat. § 629.34). While conducting a domestic abuse investigation officers shall attempt to verify whether there has been a court order issued.

- (j) Officers should consider whether other offenses have been committed that may not qualify as a domestic abuse including, but not limited to, burglary, felony assault, other threats of violence, kidnapping, false imprisonment, witness tampering, trespassing, criminal damage to property, disorderly conduct, or assault.

308.9.2 REPORTS AND RECORDS

- (a) Officers should include information related to the following in a report, as applicable (Minn. Stat. § 629.341):
1. Names, addresses, and telephone numbers of all involved persons
 2. Condition of clothing
 3. Description of the scene, including any property damage
 4. Evidence of physical injury, including strangulation
 5. Presence of elderly victims or persons with disabilities
 6. Facts related to any person who may have been a primary aggressor
 7. Excited utterances of the victim and the suspect
 8. Demeanor of the victim and the suspect
 9. Medical records, including the victim's statements to paramedics, nurses, and doctors
 10. Detailed statements of interviews of witnesses, including children, who may have been present, noting any language barriers
 11. A detailed explanation of the reasons for the officer's decision not to arrest or seek an arrest warrant
 12. Evidence of any prior domestic abuse or related convictions, including dates
 13. Any existing orders for protection, harassment restraining order, or no contact orders
 14. Identifying information of a specific court order violated, including county of origin, the file number, and the provision allegedly violated
- (b) If a child was present at the scene of a domestic abuse incident or was the victim of domestic abuse, the officer should determine whether the child has been subjected to physical abuse, sexual abuse, or neglect, and comply with the mandatory reporting requirements of Minn. Stat. § 260E.06 et seq.

1. The officer shall also attempt to verify whether there has been an order for protection issued under Minn. Stat. § 260C.201 and take appropriate action.
 - (c) Fees will not be charged for the release of reports related to domestic abuse, as directed in Minn. Stat. § 13.82.

308.9.3 SERVICE OF COURT ORDERS

Officers, when reasonably safe and in a position to do so, shall serve copies or short forms of court orders as directed in Minn. Stat. § 518B.01 and Minn. Stat. § 609.748.

308.9.4 COURT-ORDERED FIREARM SURRENDERS

Although not required, this department generally will accept firearms surrendered by a court order from an abusing party or defendant. A decision to refuse a surrendered firearm should be approved by a supervisor.

Firearms will normally be surrendered at the St. Francis Police Department; however, when encountering someone in the field who wishes to surrender a firearm, officers should make reasonable efforts to accommodate the request.

Surrendered firearms should be collected and submitted to the Evidence Room in accordance with evidence intake procedures.

Policy
312

St. Francis Police Department
Policy Manual

Discriminatory Harassment

312.1 PURPOSE AND SCOPE

This policy is intended to prevent department members from being subjected to discriminatory harassment, including sexual harassment and retaliation. Nothing in this policy is intended to create a legal or employment right or duty that is not created by law.

312.2 POLICY

The St. Francis Police Department is an equal opportunity employer and is committed to creating and maintaining a work environment that is free of all forms of discriminatory harassment, including sexual harassment and retaliation. The Department will not tolerate, discrimination against employees in hiring, promotion, discharge, compensation, fringe benefits, and other privileges of employment. The Department will take preventive and corrective action to address any behavior that violates this policy or the rights it is designed to protect.

The non-discrimination policies of the Department may be more comprehensive than state or federal law. Conduct that violates this policy may not violate state or federal law but still could subject a member to discipline.

312.3 DEFINITIONS

Definitions related to this policy include:

312.3.1 DISCRIMINATION

The Department prohibits all forms of discrimination, including any employment-related action by a member that adversely affects an applicant or member and is based on actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law.

Discriminatory harassment, including sexual harassment, is verbal or physical conduct that demeans or shows hostility or aversion toward an individual based upon that individual's protected class. It has the effect of interfering with an individual's work performance or creating a hostile or abusive work environment.

Conduct that may, under certain circumstances, constitute discriminatory harassment can include making derogatory comments; making crude and offensive statements or remarks; making slurs or off-color jokes; stereotyping; engaging in threatening acts; making indecent gestures, pictures, cartoons, posters, or material; making inappropriate physical contact; or using written material or department equipment and/or systems to transmit or receive offensive material, statements, or pictures. Such conduct is contrary to department policy and to a work environment that is free of discrimination.

312.3.2 RETALIATION

Retaliation is treating a person differently or engaging in acts of reprisal or intimidation against the person because the person has engaged in protected activity, filed a charge of discrimination, participated in an investigation, or opposed a discriminatory practice. Retaliation will not be tolerated.

312.3.3 SEXUAL HARASSMENT

The Department prohibits all forms of discrimination and discriminatory harassment, including sexual harassment. It is unlawful to harass an applicant or a member because of that person's sex.

Sexual harassment includes but is not limited to unwelcome sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature when:

- (a) Submission to such conduct is made either explicitly or implicitly a term or condition of employment, position, or compensation.

- (b) Submission to, or rejection of, such conduct is used as the basis for any employment decisions affecting the member.
- (c) Such conduct has the purpose or effect of substantially interfering with a member's work performance or creating an intimidating, hostile, or offensive work environment.

312.3.4 ADDITIONAL CONSIDERATIONS

Discrimination and discriminatory harassment do not include actions that are in accordance with established rules, principles, or standards including:

- (a) Acts or omission of acts based solely upon bona fide occupational qualifications under the Equal Employment Opportunity Commission (EEOC) and the Minnesota Department of Human Rights.
- (b) Bona fide requests or demands by a supervisor that the member improve the member's work quality or output, that the member report to the job on time, that the member comply with City or department rules or regulations, or any other appropriate work-related communication between supervisor and member.

312.4 RESPONSIBILITIES

This policy applies to all department personnel. All members shall follow the intent of these guidelines in a manner that reflects department policy, professional standards, and the best interest of the Department and its mission.

Members are encouraged to promptly report any discriminatory, retaliatory, or harassing conduct or known violations of this policy to a supervisor. Any member who is not comfortable with reporting violations of this policy to the member's immediate supervisor may bypass the chain of command and make the report to a higher-ranking supervisor or manager. Complaints may also be filed with the Chief of Police, the City Clerk, or the City Administrator.

Any member who believes, in good faith, that the member has been discriminated against, harassed, or subjected to retaliation, or who has observed harassment, discrimination, or retaliation, is encouraged to promptly report such conduct in accordance with the procedures set forth in this policy.

Supervisors and managers receiving information regarding alleged violations of this policy shall determine if there is any basis for the allegation and shall proceed with resolution as stated below.

312.4.1 QUESTIONS OR CLARIFICATION

Members with questions regarding what constitutes discrimination, sexual harassment, or retaliation are encouraged to contact a supervisor, the Chief of Police, the City Clerk, or the City Administrator for further information, direction, or clarification.

312.4.2 SUPERVISOR RESPONSIBILITIES

The responsibilities of supervisors and managers shall include but are not limited to:

- (a) Continually monitoring the work environment and striving to ensure that it is free from all types of unlawful discrimination, including harassment or retaliation.
- (b) Taking prompt, appropriate action within their work units to avoid and minimize the incidence of any form of discrimination, harassment, or retaliation.
- (c) Ensuring that their subordinates understand their responsibilities under this policy.
- (d) Ensuring that members who make complaints or who oppose any unlawful employment practices are protected from retaliation and that such matters are kept confidential to the extent possible.
- (e) Making a timely determination regarding the substance of any allegation based upon all available facts.
- (f) Notifying the Chief of Police, City Clerk, or the City Administrator in writing of the circumstances surrounding any reported allegations or observed acts of discrimination, harassment, or retaliation no later than the next business day.

312.4.3 SUPERVISOR'S ROLE

Supervisors and managers shall be aware of the following:

- (a) Behavior of supervisors and managers should represent the values of the Department and professional standards.
- (b) False or mistaken accusations of discrimination, harassment, or retaliation can have negative effects on the careers of innocent members.

Nothing in this section shall be construed to prevent supervisors or managers from discharging supervisory or management responsibilities, such as determining duty assignments, evaluating or counseling members, or issuing discipline in a manner that is consistent with established procedures.

312.5 INVESTIGATION OF COMPLAINTS

Various methods of resolution exist. During the pendency of any such investigation, the supervisor of the involved members should take prompt and reasonable steps to

mitigate or eliminate any continuing abusive or hostile work environment. It is the policy of the Department that all complaints of discrimination, retaliation, or harassment shall be fully documented, and promptly and thoroughly investigated.

312.5.1 SUPERVISOR RESOLUTION

Members who believe they are experiencing discrimination, harassment, or retaliation should be encouraged to inform the individual that the behavior is unwelcome, offensive, unprofessional, or inappropriate. However, if the member feels uncomfortable or threatened or has difficulty expressing the member's concern, or if this does not resolve the concern, assistance should be sought from a supervisor or manager who is a rank higher than the alleged transgressor.

312.5.2 FORMAL INVESTIGATION

If the complaint cannot be satisfactorily resolved through the process described above, a formal investigation will be conducted.

The person assigned to investigate the complaint will have full authority to investigate all aspects of the complaint. Investigative authority includes access to records and the cooperation of any members involved. No influence will be used to suppress any complaint and no member will be subject to retaliation or reprisal for filing a complaint, encouraging others to file a complaint, or for offering testimony or evidence in an investigation.

Formal investigation of the complaint will be confidential to the extent possible and will include but is not limited to details of the specific incident, frequency and dates of occurrences, and names of any witnesses. Witnesses will be advised regarding the prohibition against retaliation, and that a disciplinary process, up to and including termination, may result if retaliation occurs.

Members who believe they have been discriminated against, harassed, or retaliated against because of their protected status are encouraged to follow the chain of command but may also file a complaint directly with the Chief of Police, the City Clerk or the City Administrator.

312.5.3 ALTERNATIVE COMPLAINT PROCESS

No provision of this policy shall be construed to prevent any member from seeking legal redress outside the Department. Members who believe that they have been harassed, discriminated against, or retaliated against are entitled to bring complaints of employment discrimination to federal, state, and/or local agencies responsible for investigating such allegations. Specific time limitations apply to the filing of such

charges. Members are advised that proceeding with complaints under the provisions of this policy does not in any way affect those filing requirements.

312.6 DOCUMENTATION OF COMPLAINTS

All complaints or allegations shall be thoroughly documented on the appropriate forms and in a manner designated by the Chief of Police. The outcome of all reports shall be:

- (a) Approved by the Chief of Police, the City Administrator, or the City Clerk, depending on the ranks of the involved parties.
- (b) Maintained in accordance with the established records retention schedule.

312.6.1 NOTIFICATION OF DISPOSITION

The complainant and/or victim will be notified in writing of the disposition of the investigation and the actions taken to remedy or address the circumstances giving rise to the complaint.

312.7 TRAINING

All new members shall be provided with a copy of this policy as part of their orientation. The policy shall be reviewed with each new member. The member shall certify by signing the prescribed form that the member has been advised of this policy, is aware of and understands its contents, and agrees to abide by its provisions during the member's term with the Department.

All members shall receive annual training on the requirements of this policy and shall certify by signing the prescribed form that they have reviewed the policy, understand its contents, and agree that they will continue to abide by its provisions.



CITY COUNCIL AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: City Coalition Letter Retaining Local Zoning Authority
DATE: April 15, 2024

OVERVIEW:

Over the past couple of years there have been many legislative attempts by the State to restrict the zoning abilities that cities currently have. On the April 4, 2022 City Council meeting, St. Francis passed Resolution 2022-18 Supporting Housing and Local Decision-Making authority. It was our intent to support solutions instead of mandates from the State.

The Legislature continues to push for the removal of zoning controls from the City. This year additional bills have been introduced related to housing, road sizes, and zoning district rules to name a few. In an attempt to have municipal voices heard, the City of Ramsey is requesting that several cities join together to submit a letter to the Governor and legislative bodies. Ramsey has taken the lead and is asking for City participation. Staff recommends that we continue our work to ensure cities have local authority and sign on with Ramsey and other cities

ACTION TO BE CONSIDERED:

Council to approve City participation in a joint letter to the Governor and Legislative bodies

Attachments:

- Drafted letter to Gov. Walz and State Legislators

April XX, 2024

Governor Tim Walz
130 State Capitol
75 Rev Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155

Re: Retention of City Zoning Authority

Dear Governor Walz,

We, the cities of Ramsey, _____ are writing to you to convey our support and commitment ensuring every individual and family can find their home and hope it is within Minnesota. We do want to share our deepest concerns at what we see as the exceptionally ill-advised and harmful efforts presently circulating in the legislature that seek to eliminate or reduce the role of cities in zoning decisions.

We are the level of government that most impacts our citizens. We are the first level of government that protects the health and safety of Minnesotan, as well as their property and the livability of their communities. While we appreciate the efforts being made to address the housing crisis, we also believe the proposed legislation being considered does not align with the unique needs and challenges faced by local communities across the state.

We always have taken seriously our role in community planning. Our zoning codes and enforcement practices serve as models not only for other communities in our own state, but across the country. If passed in any form, the current proposed legislation will cause grievance and undue hardship for our cities by changing local control on setbacks, limiting parking requirements, mandating types of housing on residential lots, authorizing subdivision of residential lots, mandating local minimum densities, controlling replacement of affordable housing while simultaneously commandeering the use of private property, restricting the use of appliances and removing both the public and elected officials from the review process among many other detrimental items in the legislation.

The special interest groups, not answerable to any communities in the state, are seeking to reap unrestricted profits for themselves while ignoring the financial impact and potential danger their projects and their efforts will have on the citizens of a given community. This legislation does nothing to guarantee or increase affordable housing but may in fact increase the unaffordability and unattainability of home ownership by mandating and prioritizing efficiency over affordability.

For example, cities throughout Minnesota actively seek out and allow to be built multifamily units, have always been keenly aware of the need for affordable housing, and have engaged in careful planning and marketing for a rapidly developing regions or to address local needs. An increase in the development of commercial properties in our areas will greatly broaden the tax base now as it has in the past. Many of these properties have been provided with available sewer and water that has been carefully designed to address future capacity needs.

If the provisions we have seen circulating in the legislature were to come to pass, cities would be unable to prevent a multi-family developer to build on any or all of those sites. Not only would there no longer be a requirement for careful traffic studies to anticipate traffic and safety issues, but the resulting development would increase traffic levels as well as service calls for things like police and fire without creating sufficient tax revenue to offset those increase costs and infrastructure expansions. Worse, in some parts of the city where those services are not yet available, they could require the city to provide them without paying those costs.

This legislation would appear to be a case study of special interests and uninformed reformers seeking to impose a harmful outcome for most citizens in the cities we represent. Serving as stewards of our respective communities, we firmly believe in transparency throughout every aspect of the public process and that it is important to ensure that every resident has a meaningful opportunity to contribute to decisions made by their government. Limiting public hearings not only restricts the voices of constituents but removes the ability of public comment to affect positive change to development proposals that benefit both the proposed development and the existing community surrounding new development.

Our concerns about legislative bills HF 4009/SF 3964, HF 4010/SF 3980 and HF 1667/SF 1370 stem from our commitment to safety, environmental preservation, and stable communities for current and future generations. We strongly believe further pursuit of this legislation, or any modification thereof is detrimental to building resilient, safe, and thriving communities.

We would very much like to invite the members of the legislature prior to considering these measures to visit our communities and see how well cities with effective and active zoning and planning histories and practices operate to the benefit of all Minnesotans.

On behalf of the City Council and Ramsey Residents,

Mark E. Kuzma,
Mayor

Cc: Minnesota State Senators and Representatives



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Paul Carpenter, Public Works Director
SUBJECT: 2024 Street Sweeping
DATE: April 15, 2024

OVERVIEW:

The City of St. Francis is an MS4 city. We are obligated to sweep our streets twice a year, once in the spring and once in the fall to stay in compliance with our permit. We have roughly 500 catch basins and we need to insure we are not washing debris from the road into our drainage ponds.

ACTION TO BE CONSIDERED:

Authorize and accept the quote from Pearson Bros. in the amount of \$120/hour.

BUDGET IMPLICATION:

This expense will be paid out of the Storm Water Fund.

Attachments:

- Pearson Bros. Sweeping Quote
- Allied Blacktop Sweeping Quote

Jeremy Shook

From: Todd Bartels <todd@pearsonbrosinc.com>
Sent: Tuesday, April 2, 2024 10:14 AM
To: Jeremy Shook
Subject: Re: Fall Sweeps

Caution: This email originated outside our organization; please use caution.

Jeremy:

2024 Spring Sweep

Brooms \$120.00 per hour
Truck \$100.00 per hour

We have had problems with our "Office" email going to spam....

Let me know!

Todd

Todd Bartels
General Manager
Pearson Bros, Inc.
11079 Lamont Ave NE
Hanover, MN 55341
763-391-6622 Office
763-391-6627 Fax
612-363-6206 Mobile



10503 - 89th Avenue North
 Maple Grove, MN 55369
 www.alliedblacktopmn.com

Matt Dolecki
 Phone: 763-425-0575
 Cell: 612-834-0167
 Email: M.dolecki@alliedblacktopmn.com

Proposal

Company Name: City of St Francis	Project Name: 2024 Sweeping Quote	Date: March 15, 2024
Billing Address: 4058 Saint Francis Blvd St Francis, MN 55070	Project Address:	
Contact Person: Jeremy Shook	Project Contact Person: Jeremy Shook	
Phone: 763-233-5218	Phone: 612-590-9354	
Email: jshook@stfrancismn.org	Email: jshook@stfrancismn.org	

We hereby submit specifications and quotations for the following:

Description of Work to be Performed	Unit	Qty.	Unit Price	Price	INT
Sweeping	HR	1	\$130.00	\$130.00	_____
Sweep streets with an Elgin Pelican Mechanical style broom.					
Elgin Pelican (Pick up style broom)	Total: \$ 130.00 per hour per broom				
Tandem Axle Dump Truck	Total: \$ 130.00 per hour per truck				
Disposal Fee Per Tandem Load	Provided by City				

Other Details: As in the past, we anticipate starting in your community in Mid to late April with two brooms and one truck. Water for dust control and disposal of sweepings to be provided by city.

Note: This quote is provided as an estimate only. Actual hours worked will prevail for billing. _____

Exclusions: Bonds, permits, fees, surveying, engineering, testing, rail road insurance, special insurance, site specific training for employees, landscaping, irrigation, watering of sod, soil corrections, dewatering, traffic control, utility or structural sheeting, shoring, underpinning, buried debris, rock excavation, class V base materials, drain tile, footing insulation or waterproofing, separation fabrics, vapor barriers, drainage layers, hazardous materials, removal of contaminated soils, haul road construction, erosion control, site restoration, gas, mechanical, or electrical excavation, site fencing, locating private utilities, private utility repairs, winter or cold weather conditions, night or weekend work, winter conditions.

Note: See Allied Blacktop Co. Warranty Terms, Qualifications, and Construction Specifications.
Note: Contracted prices are subject to re-pricing if the WTI oil pricing exceeds \$125/Barrel at time of delivery

We propose to furnish material and labor, complete in accordance with the above specifications, for the total lump sum of:

TOTAL ALL:	See Above
<small>ADD 1% Bonding if Necessary</small>	

Payment terms are net 30 days. Payment terms for chip seal applications are 90% due net 30 days, balance due upon completion of sweeping. Allied Blacktop Co. accepts credit card payments, but a 4% service charge will be applied to these transactions. Note: This proposal may be withdrawn if not accepted within 15 days. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, weather or other delays beyond our control. Allied Inc. to carry proper insurance including Workers Compensation.

Authorized Signature: _____
Matt Dolecki
Matt Dolecki

Acceptance of Proposal: The above prices, specifications, conditions, and attached warranty qualifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature: _____



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Paul Carpenter, Public Works Director
SUBJECT: Dust Control Maintenance
DATE: April 15, 2024

OVERVIEW:

The City has identified certain high-volume gravel roads. The spraying of calcium chloride helps us maintain these roads during the summer months keeping the dust to a minimum. Dust control is routine maintenance and is budgeted yearly.

ACTION TO BE CONSIDERED:

Council to authorize the acceptance of the low bid from NSI Inc. in the amount of \$1.58 per gallon.

BUDGET IMPLICATION:

Dust control maintenance will be paid for out of the Street Fund (405).

Attachments:

- NSI Inc. Quote
- Knife River Quote

Quotes for Dust Control – 2024

The City of St. Francis will accept quotes for the furnishing and application of materials for dust control until April 10th, 2024. All quotes must be submitted on this document and shall be signed and dated.

The City anticipates the use of approximately 18,500 gallons of chloride solution, City wide. Someone from the City will ride with each applicator truck to facilitate the application. Application widths will be approximately 18 to 20 feet.

The City of St. Francis will require the work to be completed by June 21st 2024, weather permitting.

The following identifies the required concentration of materials and application rates:

- For Calcium Chloride: 38% calcium chloride concentration applied.
 - Required application rate of 0.30 gallons per square yard.
- For Magnesium Chloride: 32% magnesium chloride concentration applied.
 - Required application rate of 0.30 gallons per square yard.

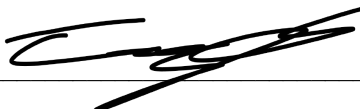
A final quantity of material has not been determined. Please provide a unit cost for each of the 2 Tiers associated with the material and the corresponding quantities listed below. Unit costs provided below shall include all costs associated with delivery and application of product as well as any applicable sales tax. City residents occasionally request that chloride solution be applied in front of their properties. City residents must be able to contact your company for chloride applications while you are completing the work within the City and the same unit prices would apply.

Please quote the cost of materials furnished and applied:

ESTIMATED COST:

ITEM	QUANTITY	UNIT COST
Tier I. Calcium Chloride	0 – 10,000 gal	<u>\$1.581</u>
Tier II. Calcium Chloride	10,000 + gal	<u>\$1.581</u>
Tier I. Magnesium Chloride	0 – 10,000 gal	<u>N/A</u>
Tier II. Magnesium Chloride	10,000 + gal	<u>N/A</u>

Name of Company Northern Salt, Inc.
 Address 20920 Forest Road North
Forest Lake, MN 55025
 Phone Number 651-363-2787

Signature  Date April 10th, 2024

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Please quote the cost of materials furnished and applied:

ESTIMATED COST:

ITEM	QUANTITY	UNIT COST
Tier I. Calcium Chloride	0 – 10,000 gal	\$ <u>1.85</u>
Tier II. Calcium Chloride	10,000 + gal	\$ <u>1.75</u>
Tier I. Magnesium Chloride	0 – 10,000 gal	<u>NO BID</u>
Tier II. Magnesium Chloride	10,000 + gal	<u>NO BID</u>

Name of Company KNIFE RIVER CORPORATION – NORTH CENTRAL

Address 4787 SHADOW WOOD DR NE
SAUK RAPIDS, MN 56379

Phone Number (320) 251 – 9472

Signature *Mark May*

Date APRIL 10, 2024



CITY COUNCIL AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Stahl Construction – Pay Applications No. 7 – Labor & Material
DATE: April 15, 2024

OVERVIEW:

Stahl has submitted Pay Application No. 6 for Labor and Material. Both applications have been reviewed by our Architect. The total payment will be for \$858,740.94 The breakdown is below.

- Labor - \$409,334.55
- Material - \$449,406.39

ACTION TO BE CONSIDERED:

Motion to approve Labor & Material Pay Applications No. 7

BUDGET IMPLICATION:

These will be paid out of the bond proceeds that were received in August 2023.

Attachments:

- Pay Application No. 7 Labor
- Pay Application No. 7 Material



Application and Certificate for Payment

Project: **St. Francis City Hall & Fire Station**
3740 Bridge Street NW St. Francis, MN 55070

Contractor: Stahl Construction Company

Owner: City of St. Francis

Architect: Brunton Architects & Engineers

Stahl Job #: 4020 LABOR

App. #: 7
 App. Date: April 3, 2024
 Month: March 2024

Continuation Sheet is attached

Contractor's Application for Payment

Original Contract Price	5,309,997.00
Net Change by Change Order	28,551.45
Changes Approved Previously	28,551.45
Changes Approved this Month	0.00
Current Contract Price.....	5,338,548.45
Work Completed and Material Stored to Date.....	1,649,993.37
Retainage 5% of Completed Work.....	49,284.48
Total Earned Less Retainage.....	1,600,708.89
Less Previous Certificates for payment.....	1,191,374.34

Current Payment Due \$ 409,334.55

Balance to Finish, Plus Retainage \$ 3,737,839.56

The Contractor certifies that to the best of its knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and the current payment shown is now due.

CONTRACTOR

By: **Deborah J. Aldrich** Digitally signed by Deborah J. Aldrich
DN: c=US, e=djaldrich@stahlconstruction.com, cn=Deborah J. Aldrich
Date: 2024.04.05 09:52:35-0500 Date: 4.5.24

State: **Minnesota**
 County: **Hennepin**

Subscribed and sworn to before me this sun day of April 2024

Notary Public: Kathryn R Gleeson



Architect's Certificate for Payment

Based on on-site observations and the data comprising this Application for Payment, the Architect certifies that to the best of its knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

ARCHITECT

By: Virgin Seelbach Date: 04/05/2024

This Certificate is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Amount Certified \$ 409,334.55

Approved by OWNER

By: _____ Date: _____

Continuation Sheet

Project: **St. Francis City Hall & Fire Station**
 Contractor: **Stahl Construction Company**
 Owner: **City of St. Francis**
 Architect: **Brunton Architects & Engineers**

State Job #: **4020 LABOR**
 App. #: **7**
 App. Date: **April 3, 2024**
 Month: **March 2024**

Cost	Code	Description of Work	Name of Vendor / Subcontractor	Original Schedule of Values	Owner Change Orders	Corrected Schedule of Values	Work Completed		Materials Stored This Period	Work Completed / Materials Stored		Balance		Retainage	
							Previous	This Period		Total	%	Total	%		
		General Conditions	Stahl Construction	\$ 1,373,174.00	\$ 0.00	\$ 1,370,195.00	\$ 454,827.16	87,685.11	\$ -	\$ 552,512.27	40%	\$ 817,682.73	\$ 0.00	0%	
02 41 00		Demolition Mechanical	Purchase Order	\$ 900.00	\$ 0.00	900.00	900.00	-	-	900.00	100%	0.00	-	0%	
02 41 16		Earthwork/Demo	D.W.	\$ 268,648.00	\$ 1,890.00	268,538.00	208,250.000	-	-	208,250.00	72%	80,288.00	10,412.50	5%	
02 60 00		Demolition Electrical	Purchase Order	\$ 8,700.00	\$ 0.00	8,700.00	8,700.00	-	-	8,700.00	100%	0.00	-	0%	
03 00 00		Cast-In-Place Concrete	Northland Concrete	\$ 401,515.00	\$ 0.00	401,515.00	173,931.000	121,270.00	-	295,201.00	74%	106,314.00	14,760.05	5%	
03 41 00		Precast Concrete	Taracon	\$ 310,914.00	\$ 0.00	310,914.00	38,684.25	-	-	38,684.25	13%	272,048.75	1,943.21	5%	
05 05 00		Erect Metals	Topline Steel	\$ 65,200.00	\$ 1,670.00	66,870.00	45,200.00	-	-	45,200.00	68%	21,670.00	2,260.00	5%	
06 10 00		Rough Carpentry	Tekton	\$ 160,548.00	\$ 1,372.00	201,618.00	91,767.00	6,525.00	-	98,292.00	49%	103,327.00	4,914.60	5%	
06 20 00		Finish Carpentry	Keyatone	\$ 68,200.00	\$ 0.00	70,200.00	-	-	-	-	0%	70,200.00	-	5%	
07 10 00		Damproofing/Waterproofing		\$ 0.00	\$ 0.00	2,749.00	2,749.00	-	-	2,749.00	100%	0.00	137.45	5%	
07 40 00		Metal Panels	Progressive Building Systems	\$ 15,000.00	\$ 0.00	15,000.00	-	-	-	-	0%	15,000.00	-	5%	
07 50 00		Roofing	Northern Exposure	\$ 75,991.00	\$ 838.00	76,827.00	-	52,947.00	-	52,947.00	69%	23,880.00	2,647.35	5%	
07 60 00		Fishing / Sheetmetal	McCorp	\$ 30,000.00	\$ 0.00	-	-	-	-	-	#DIV/0!	0.00	-	5%	
07 92 00		Joint Sealants	TBD	\$ 23,352.00	\$ 0.00	23,352.00	-	-	-	-	0%	23,352.00	-	5%	
08 38 00		Sectional Overhead Doors	TBD	\$ 33,702.00	\$ 0.00	25,641.00	-	-	-	-	0%	25,641.00	-	5%	
08 40 00		Glass/Glazing	East Side Glass	\$ 81,900.00	\$ 600.00	82,500.00	-	-	-	-	0%	82,500.00	-	5%	
09 20 00		Drywall	Prestige	\$ 371,939.00	\$ (1,500.00)	378,500.00	-	15,000.00	-	15,000.00	4%	363,500.00	750.00	5%	
09 30 00		Tiling	Super Set Tile	\$ 33,901.00	\$ 0.00	33,901.00	345.38	800.00	-	1,145.38	3%	32,755.64	57.27	5%	
09 50 00		Acoustical Ceilings	Minnesota Acoustics	\$ 26,200.00	\$ 0.00	26,200.00	-	-	-	-	0%	26,200.00	-	5%	
09 62 00		Specialty Flooring	Concrete Treatments	\$ 16,863.00	\$ 0.00	16,863.00	-	-	-	-	0%	16,863.00	-	5%	
09 68 00		Carpet	Multiple Concepts Interiors	\$ 22,160.00	\$ 0.00	22,160.00	-	-	-	-	0%	22,160.00	-	5%	
09 90 00		Painting / VWC	Wasche	\$ 68,520.00	\$ 250.00	68,770.00	-	-	-	-	0%	68,770.00	-	5%	
10 14 00		Signage	TBD	\$ 13,295.00	\$ 0.00	13,295.00	-	-	-	-	0%	13,295.00	-	5%	
10 22 26		Operable Partitions	Skold	\$ 16,300.00	\$ (9,100.00)	7,200.00	-	-	-	-	0%	7,200.00	-	5%	
10 61 70		Security Lockers	Georgrid	\$ 5,880.00	\$ 0.00	5,880.00	1,764.00	-	-	1,764.00	30%	4,116.00	88.20	5%	
11 69 00		Fire Poles	TBD	\$ 7,000.00	\$ 0.00	-	-	-	-	-	#DIV/0!	0.00	-	5%	
12 20 00		Window Treatments	TBD	\$ 4,500.00	\$ 0.00	4,500.00	-	-	-	-	0%	4,500.00	-	5%	
12 36 00		Solid Surface Countertops	Innovative Surfaces	\$ 32,512.00	\$ 0.00	32,512.00	-	-	-	-	0%	32,512.00	-	5%	
13 24 00		Steam Showers	TBD	\$ 5,000.00	\$ 0.00	301.00	-	-	-	-	0%	301.00	-	5%	
14 20 00		Elevators	Ots	\$ 37,164.00	\$ 0.00	37,164.00	-	-	-	-	0%	37,164.00	-	5%	
14 60 00		Hoists and Cranes	Asro	\$ 3,000.00	\$ 0.00	3,000.00	-	-	-	-	0%	3,000.00	-	5%	
21 00 00		Fire Suppression	Breth Zen Zen	\$ 73,000.00	\$ 0.00	73,000.00	9,025.00	-	-	9,025.00	12%	63,975.00	451.25	5%	
22 00 00		Plumbing	Falcon	\$ 402,000.00	\$ 12,344.00	414,574.00	67,500.00	77,500.00	-	145,000.00	35%	269,574.00	7,250.00	5%	
23 00 00		HVAC	Sentra Sota	\$ 392,000.00	\$ 1,678.00	393,678.00	-	26,500.00	-	26,500.00	7%	367,178.00	1,325.00	5%	
26 00 00		Electrical	AJ Moore	\$ 295,137.00	\$ 15,020.62	300,157.62	23,463.00	22,289.00	-	45,752.00	15%	254,405.62	2,287.60	5%	
32 12 00		Asphalt Paving	Northwest Bituminous	\$ 34,700.00	\$ 0.00	34,700.00	-	-	-	-	0%	34,700.00	-	5%	
32 16 00		Site Concrete	Crosstown Masonry	\$ 219,000.00	\$ 1,376.00	220,376.00	-	-	-	-	0%	220,376.00	-	5%	
32 90 00		Landscaping	Springfield Landscaping	\$ 35,768.00	\$ 0.00	35,768.00	-	-	-	-	0%	35,768.00	-	5%	

Continuation Sheet



Project: St. Francis City Hall & Fire Station
Contractor: Stahl Construction Company
Owner: City of St. Francis
Architect: Brunton Architects & Engineers

Stahl Job #: 4020 LABOR
App. #: 7
App. Date: April 3, 2024
Month: March 2024

Cost	Code	Description of Work	Name of Vendor / Subcontractor	Original Schedule of Values	Owner Change Orders	Current Schedule of Values	Work Completed		Materials Stored This Period	Work Completed / Materials Stored		Balance	Retainage	
							Previous	This Period		Total	%		Total	%
		Allowances												
70 60 13		Allowance for Building Permit		110,000.00	\$ 0.00	110,000.00	82,993.56	-	-	82,993.56	75%	27,006.44	-	0%
71 00 00		Contingency		80,418.00	\$ 0.00	80,418.00	-	-	-	-	0%	80,418.00	-	0%
		Subtotals		\$ 5,249,997.00	\$ 26,436.62	\$ 5,276,433.62	\$ 1,210,269.33	\$ 420,526.11	\$ 0.00	\$ 1,630,795.44	31%	\$ 3,645,638.18	\$ 49,284.48	
90 00 00		Contractor Overhead / Profit	Stahl Construction	60,000.00	2,114.83	62,114.83	14,247.44	4,950.49	-	19,197.93	31%	42,916.90	0.00	0%
		Totals		\$ 5,309,997.00	\$ 28,551.45	\$ 5,338,548.45	\$ 1,224,516.77	\$ 425,476.60	\$ 0.00	\$ 1,649,993.37	31%	\$ 3,688,555.08	\$ 49,284.48	



Application and Certificate for Payment

Project: **St. Francis City Hall & Fire Station**
3740 Bridge Street NW, St. Francis, MN 55070

Contractor: Stahl Construction Company

Owner: City of St. Francis

Architect: Brunton Architects & Engineers

Stahl Job #: 4020-10 Material

App. #: 7
 App. Date: 04/03/2024
 Month: March 2024

Continuation Sheet is attached

Contractor's Application for Payment

Original Contract Price	6,531,580.00
Net Change by Change Order	32,437.72
Changes Approved Previously	32,437.72
Changes Approved this Month	0.00
Current Contract Price	6,564,017.72
Work Completed and Material Stored to Date	3,503,101.40
Retainage	-
Total Earned	3,503,101.40
Less Previous Certificates for payment	3,053,695.01

Current Payment Due \$ 449,406.39

Balance to Finish, Including Retainage..... \$ 3,060,916.32

The Contractor certifies that to the best of its knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and the current payment shown is now due.

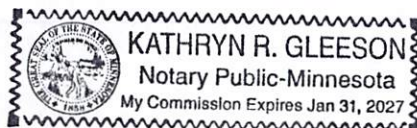
CONTRACTOR

By: Deborah J. Aldrich Digitally signed by Deborah J. Aldrich
DN: c=US, E="djaldrich@stahlconstruction.com",
CN="Deborah J. Aldrich"
Date: 2024.04.05 08:50:01-05'07' Date: 4.5.24

State: **Minnesota**
 County: **Hennepin**

Subscribed and sworn to before me this 5th day of April, 2024

Notary Public: Kathryn R. Gleeson



Architect's Certificate for Payment

Based on on-site observations and the data comprising this Application for Payment, the Architect certifies that to the best of its knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

ARCHITECT

By: Vijji Sachdev Date: 04/05/2024

This Certificate is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Amount Certified \$ 449,406.39

Approved by OWNER

By: _____ Date: _____

Continuation Sheet

Project: St. Francis City Hall & Fire Station
Contractor: Stahl Construction Company
Owner: City of St. Francis
Architect: Brunton Architects & Engineers

Stahl Job #: 4020-10 Material
App. #: 7
App. Date: 04/03/2024
Month: March 2024

Cost	Code	Description of Work	Name of Vendor / Subcontractor	Original Schedule of Values	Owner Change Orders	Current Schedule of Values	Work Completed		Materials Stored This Period	Work Completed / Material Stored		Balance	Retainage	
							Previous	This Period		Total	%		Total	%
01 80 19	Insurance	Stahl Construction	\$ 40,000.00	\$ 0.00	40,000.00	40,000.00	-	-	40,000.00	100%	0.00	-	0%	
03 30 00	Concrete	Northland Concrete	\$ 223,085.00	\$ 0.00	223,085.00	110,297.00	73,500.00	-	183,797.00	82%	39,288.00	-	0%	
03 41 00	Precast Concrete	Taracon	\$ 1,981,079.00	\$ 0.00	1,981,079.00	1,981,079.00	-	-	1,981,079.00	100%	0.00	-	0%	
05 10 00	Furnish Metals	Ben's Structural	\$ 200,657.00	\$ 6,529.00	207,186.00	113,076.00	-	-	113,076.00	55%	94,110.00	-	0%	
06 10 00	Rough Carpentry	Tektan	\$ 38,775.00	\$ 0.00	38,775.00	34,897.50	-	-	34,897.50	90%	3,877.50	-	0%	
06 40 00	Architectural Woodwork	Distinctive Cabinets	\$ 101,940.00	\$ 0.00	101,940.00	-	-	-	-	0%	101,940.00	-	0%	
06 60 00	Solid Surface / Stainless Fabrications	MoCorp	\$ 1,745.00	\$ 0.00	-	-	-	-	-	#DIV/0!	0.00	-	0%	
07 01 00	Dampproofing/Waterproofing		\$ 0.00	\$ 0.00	2,251.00	2,251.00	-	-	2,251.00	100%	0.00	-	0%	
07 40 00	Metal Panels	Progressive Building Systems	\$ 9,277.00	\$ 0.00	9,277.00	-	-	-	-	0%	9,277.00	-	0%	
07 50 00	Roofing	Northern Exposure	\$ 260,548.00	\$ 293.00	260,841.00	-	235,613.00	-	235,613.00	90%	25,228.00	-	0%	
07 60 00	Flashing / Sheet Metal	MoCorp	\$ 25,000.00	\$ 0.00	28,745.00	-	-	-	-	0%	28,745.00	-	0%	
07 92 00	Joint Sealants	TBD	\$ 8,000.00	\$ 0.00	8,000.00	-	-	-	-	0%	8,000.00	-	0%	
08 10 00	Doors / Frames / Hardware	Contract Hardware	\$ 189,200.00	\$ (35.00)	189,165.00	29,019.00	37,389.00	-	66,388.00	35%	121,777.00	-	0%	
08 36 00	Sectional OH Doors	TBD	\$ 190,981.00	\$ 0.00	190,981.00	-	-	-	-	0%	190,981.00	-	0%	
08 40 00	Glass/Glazing	East Side Glass	\$ 210,200.00	\$ 0.00	210,200.00	-	-	-	-	0%	210,200.00	-	0%	
09 20 00	Drywall	Prestige	\$ 145,000.00	\$ (500.00)	144,500.00	-	5,000.00	-	5,000.00	3%	139,500.00	-	0%	
09 30 00	Tiling	Super Set Tile	\$ 34,536.00	\$ 0.00	34,536.00	345.36	800.00	-	1,145.36	3%	33,390.64	-	0%	
09 50 00	Acoustical Ceilings	Minnesota Acoustics	\$ 40,300.00	\$ 0.00	40,300.00	-	-	-	-	0%	40,300.00	-	0%	
09 62 00	Specialty Flooring	Concrete Treatments	\$ 9,080.00	\$ 0.00	9,080.00	-	-	-	-	0%	9,080.00	-	0%	
09 68 00	Carpet	Multiple Concepts Interiors	\$ 75,640.00	\$ 0.00	75,640.00	-	-	-	-	0%	75,640.00	-	0%	
09 90 00	Painting / VWC	Wascho	\$ 14,700.00	\$ 40.00	14,740.00	-	-	-	-	0%	14,740.00	-	0%	
10 14 00	Signage	TBD	\$ 62,396.00	\$ 0.00	62,396.00	-	-	-	-	0%	62,396.00	-	0%	
10 22 26	Operable Partitions	Skold	\$ 7,200.00	\$ 9,100.00	16,300.00	-	-	-	-	0%	16,300.00	-	0%	
10 51 70	Security Lockers	Georgrid	\$ 22,370.00	\$ 0.00	22,370.00	6,711.60	-	-	6,711.60	30%	15,658.40	-	0%	
10 75 00	Light Poles	Construction Supply	\$ 44,955.00	\$ 0.00	44,955.00	-	-	-	-	0%	44,955.00	-	0%	
11 99 00	Fire Pole	Mohrre Brass Works	\$ 50,000.00	\$ 0.00	50,000.00	46,400.00	-	-	46,400.00	93%	3,600.00	-	0%	
12 20 00	Window Treatments	TBD	\$ 35,530.00	\$ 0.00	35,530.00	-	-	-	-	0%	35,530.00	-	0%	
12 36 00	Solid Surface Countertops	Innovative Surfaces	\$ 76,135.00	\$ 0.00	76,135.00	-	-	-	-	0%	76,135.00	-	0%	
13 24 00	Steam Bath	TBD	\$ 13,447.00	\$ 0.00	7,609.00	-	-	-	-	0%	7,609.00	-	0%	
14 20 00	Elevators	Ots	\$ 55,748.00	\$ 0.00	55,748.00	37,165.00	-	-	37,165.00	67%	18,583.00	-	0%	
14 60 00	Hoist and Cranes	Aero	\$ 7,250.00	\$ 0.00	7,250.00	-	-	-	-	0%	7,250.00	-	0%	
21 00 00	Fire Suppression	Breth Zen Zen	\$ 58,800.00	\$ 0.00	58,800.00	-	-	-	-	0%	58,800.00	-	0%	
22 00 00	Plumbing	Fabon	\$ 565,000.00	\$ 27,318.10	592,318.10	298,480.37	29,301.87	-	327,782.24	55%	268,143.86	-	0%	
23 00 00	HVAC	Sentra Sota	\$ 438,000.00	\$ 4,568.00	442,568.00	31,000.00	22,750.00	-	53,750.00	12%	388,838.00	-	0%	
26 00 00	Electrical	AJ Moore	\$ 844,523.00	\$ (18,159.07)	826,363.93	195,623.00	40,803.00	-	236,426.00	29%	590,137.93	-	0%	
31 00 00	Earthwork	D.W.	\$ 99,500.00	\$ 0.00	99,500.00	97,000.00	-	-	97,000.00	97%	2,500.00	-	0%	
32 12 00	Asphalt Paving	Northwest Bituminous	\$ 48,800.00	\$ 0.00	48,800.00	-	-	-	-	0%	48,800.00	-	0%	
32 16 00	Site Concrete	Crosstown Masonry	\$ 152,000.00	\$ 2,983.00	154,983.00	-	-	-	-	0%	154,983.00	-	0%	
32 90 00	Landscaping	Springfield Landscaping	\$ 45,203.00	\$ 0.00	45,203.00	-	-	-	-	0%	45,203.00	-	0%	

Continuation Sheet



Agenda Item # 4F.

Project: **St. Francis City Hall & Fire Station**
 Contractor: **Stahl Construction Company**
 Owner: **City of St. Francis**
 Architect: **Brunton Architects & Engineers**

Stahl Job #: **4020-10 Material**
 App. #: **7**
 App. Date: **04/03/2024**
 Month: **March 2024**

Cost Code	Description of Work	Name of Vendor / Subcontractor	Original Schedule of Values	Owner Change Orders	Current Schedule of Values	Work Completed		Materials Stored This Period	Work Completed / Material Stored		Balance	Retention	
						Previous	This Period		Total	%		Total	%
71 00 10	Unallocated		2,980.00		2,980.00		-				2,980.00		
71 00 00	Contingency		40,000.00	\$ 0.00	40,000.00		-			0%	40,000.00		0%
		Subtotals	\$ 6,488,580.00	\$ 32,159.03	\$ 6,498,739.03	\$ 3,023,324.93	\$ 444,938.97	\$ 0.00	\$ 3,468,261.70	53%	\$ 3,030,474.33	\$ 0.00	
90 00 00	Contractor Overhead / Profit	Stahl Construction	65,000.00	281.69	65,281.69	30,370.18	4,469.52	-	34,839.70	53%	30,441.99	0.00	0%
		Totals	\$ 6,591,580.00	\$ 32,437.72	\$ 6,584,017.72	\$ 3,053,695.01	\$ 449,408.39	\$ 0.00	\$ 3,503,101.40	53%	\$ 3,060,916.32	\$ 0.00	



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Jodie Steffes, Community Development Specialist
SUBJECT: Rental License Approvals
DATE: April 15, 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 15th, rental applications due
- Completed applicants move to Council
- February 1st – second letter with late fee to missing applications
- March 16th – 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
2796 235 th AVE NW	HENNEN ANTHONY	4/15/2024
2804 235 th AVE NW	HENNEN ANTHONY	4/15/2024
2780 235 th AVE NW	HENNEN ANTHONY	4/15/2024
2788 235 th AVE NW	HENNEN ANTHONY	4/15/2024
23076 BITTERSWEET ST NW	DRUM PEGGY	4/15/2024
2598 234 th CT NW	WOLFE MATT	4/15/2024
23345 YUCCA ST NW	PRO OPERAM SUB XVII LLC	4/15/2024
3748 227 th AVE NW	WISDORF JOSEPH & KELLY	4/15/2024
2768 235 th Ave NW	JKS SERVICES LLC	4/15/2024
4131 228 th AVE NW	SCHNEEBERGER IRIS & DUSTIN	4/15/2024
3832 232 nd AVE NW #102	FUSSY, ADAM & SARAH	4/15/2024
23198 JIVARO ST NW	SFR ACQUISITIONS LLC	4/15/2024
3040 BRIDGE ST NW	RUM RIV SQR ASSOC OF ST. FRAN	4/15/2024



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: April 15, 2024

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$210,427.41 plus any additional bills that are handed out at council meeting.

Other Payments to be approved:

EFT Payments for January, February and March-\$4,830,725.30

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:

- 04-15-2024 Packet List-\$210,427.41
- 04-15-2024 EFT Payments-\$4,830,725.30

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 04/16/2024 - 04/16/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4H.

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
Vendor 3998 - ABDO							
486908							
00035388	ABDO	03/31/2024		23,500.00	23,500.00	Open	N
	2024 AUDIT		DMULVIHILL				04/15/2024
	101-41540-40301		AUDITING AND ACCTG SERVICES	13,000.00		1.00	13,000.00
	601-49440-40301		AUDITING AND ACCTG SERVICES	3,500.00		1.00	3,500.00
	602-49490-40301		AUDITING AND ACCTG SERVICES	3,500.00		1.00	3,500.00
	609-49750-40301		AUDITING AND ACCTG SERVICES	3,500.00		1.00	3,500.00
Total Vendor 3998 - ABDO				23,500.00	23,500.00		
Vendor 15 - AIRGAS NORTH CENTAL							
5506738276							
00035432	AIRGAS NORTH CENTAL	03/31/2024		101.78	101.78	Open	N
	CYLINDER RENTAL		NSANTILLO				04/15/2024
	101-43100-40217		OTHER OPERATING SUPPLIES	20.36		1.00	20.36
	101-43210-40217		OTHER OPERATING SUPPLIES	20.36		1.00	20.36
	101-45200-40217		OTHER OPERATING SUPPLIES	20.36		1.00	20.36
	601-49440-40217		OTHER OPERATING SUPPLIES	20.36		1.00	20.36
	602-49490-40217		OTHER OPERATING SUPPLIES	20.34		1.00	20.34
Total Vendor 15 - AIRGAS NORTH CENTAL				101.78	101.78		
Vendor 2591 - ASPEN MILLS							
330722							
00035366	ASPEN MILLS	04/01/2024		48.95	48.95	Open	N
	UNIFORMS-RESERVE PADILLA		DMULVIHILL				04/15/2024
	101-42110-40448		RESERVE OFFICERS	48.95		1.00	48.95
331058							
00035407	ASPEN MILLS	04/08/2024		59.40	59.40	Open	N
	UNIFORMS-HOM		DMULVIHILL				04/15/2024
	101-42110-40437		UNIFORMS	59.40		1.00	59.40
Total Vendor 2591 - ASPEN MILLS				108.35	108.35		
Vendor 53 - BELLBOY CORPORATION BAR SUPPLY							

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							Unit Price
Vendor 53 - BELLBOY CORPORATION BAR SUPPLY							
0108187900							
00035367	BELLBOY CORPORATION BAR SUPPLY	04/02/2024		138.45	138.45	Open	N
	MISC/OPERATING		CBUSKEY				04/02/2024
	609-49751-40206	FREIGHT		6.90		1.00	6.90
	609-49750-40210	OPERATING		39.55		1.00	39.55
	609-49751-40254	MISCELLANEOUS MERCHANDISE		92.00		1.00	92.00
0203116400							
00035368	BELLBOY CORPORATION BAR SUPPLY	04/02/2024		1,034.59	1,034.59	Open	N
	LIQUOR		CBUSKEY				04/02/2024
	609-49751-40206	FREIGHT		11.55		1.00	11.55
	609-49751-40251	LIQUOR		1,023.04		1.00	1,023.04
0108178500							
00035399	BELLBOY CORPORATION BAR SUPPLY	04/05/2024		(242.00)	(242.00)	Open	N
	MISC		CBUSKEY				04/05/2024
	609-49751-40254	MISCELLANEOUS MERCHANDISE		(242.00)		1.00	(242.00)
Total Vendor 53 - BELLBOY CORPORATION BAR SUPPLY					<u>931.04</u>	<u>931.04</u>	
Vendor 10089 - BLUE CLOUD DISTRIBUTION OF MN							
100982310							
00035398	BLUE CLOUD DISTRIBUTION OF MN	04/05/2024		669.25	669.25	Open	N
	BEER		CBUSKEY				04/05/2024
	609-49751-40252	BEER		669.25		1.00	669.25
Total Vendor 10089 - BLUE CLOUD DISTRIBUTION OF MN					<u>669.25</u>	<u>669.25</u>	
Vendor 7244 - BREAKTHRU BEVERAGE							
115144105							
00035396	BREAKTHRU BEVERAGE	04/04/2024		1,607.12	1,607.12	Open	N
	LIQUOR/WINE/MISC		CBUSKEY				04/04/2024
	609-49751-40206	FREIGHT		27.55		1.00	27.55
	609-49751-40253	WINE		180.00		1.00	180.00
	609-49751-40254	MISCELLANEOUS MERCHANDISE		48.00		1.00	48.00
	609-49751-40251	LIQUOR		1,351.57		1.00	1,351.57
412134481							
00035430	BREAKTHRU BEVERAGE	04/08/2024		(50.90)	(50.90)	Open	N
	MISC		CBUSKEY				04/08/2024
	609-49751-40206	FREIGHT		(2.90)		1.00	(2.90)
	609-49751-40254	MISCELLANEOUS MERCHANDISE		(48.00)		1.00	(48.00)

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Inventory	GL Distribution				Units	Quantity	Unit Price
Vendor 7244 - BREAKTHRU BEVERAGE							
Total Vendor 7244 - BREAKTHRU BEVERAGE				1,556.22	1,556.22		
Vendor 5474 - BUREAU OF CRIM APPREHENSION							
34220							
00035376	BUREAU OF CRIM APPREHENSION	04/01/2024		375.00	375.00	Open	N
	TRAINING - OFFICER BOLTE	NSANTILLO					04/15/2024
	101-42110-40208	TRAINING - OFFICER BOLTE		375.00		1.00	375.00
Total Vendor 5474 - BUREAU OF CRIM APPREHENSION				375.00	375.00		
Vendor 9051 - C. EMERY NELSON, INC							
42159							
00035431	C. EMERY NELSON, INC	04/05/2024		713.58	713.58	Open	N
	WWTP PARTS	NSANTILLO					04/15/2024
Total Vendor 9051 - C. EMERY NELSON, INC				713.58	713.58		
Vendor 10696 - CLEARGOV, INC							
2024-14399							
00035378	CLEARGOV, INC	04/01/2024		5,700.00	5,700.00	Open	N
	DIGITAL BUDGET BOOK	DMULVIHILL					04/15/2024
	102-41400-40560	DIGITAL BUDGET BOOK		5,700.00		1.00	5,700.00
Total Vendor 10696 - CLEARGOV, INC				5,700.00	5,700.00		
Vendor 6761 - COMPASS MINERALS, INC							
1315895							
00035356	COMPASS MINERALS, INC	03/20/2024		22,307.36	22,307.36	Open	N
	SALT	JSHOOK					04/15/2024
	101-00000-14100	INVENTORY OF MATERIAL/SUPPLY		22,307.36		1.00	22,307.36
1319194							
00035389	COMPASS MINERALS, INC	03/27/2024		2,106.09	2,106.09	Open	N
	SALT	JSHOOK					04/15/2024
	101-00000-14100	INVENTORY OF MATERIAL/SUPPLY		2,106.09		1.00	2,106.09
Total Vendor 6761 - COMPASS MINERALS, INC				24,413.45	24,413.45		
Vendor 4854 - CRYSTAL SPRINGS ICE							

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
Vendor 4854 - CRYSTAL SPRINGS ICE							
4008348							
00035361	CRYSTAL SPRINGS ICE	03/29/2024		94.40	94.40	Open	N
	MISC		CBUSKEY				03/29/2024
	609-49751-40206	FREIGHT		4.00		1.00	4.00
	609-49751-40254	MISCELLANEOUS MERCHANDISE		90.40		1.00	90.40
Total Vendor 4854 - CRYSTAL SPRINGS ICE					94.40	94.40	
Vendor 91 - DAHLHEIMER DIST. CO. INC							
2149492							
00035383	DAHLHEIMER DIST. CO. INC	04/03/2024		17,523.60	17,523.60	Open	N
	BEER		CBUSKEY				04/03/2024
	609-49751-40252	BEER		17,523.60		1.00	17,523.60
2157260							
00035443	DAHLHEIMER DIST. CO. INC	04/10/2024		4,500.20	4,500.20	Open	N
	LIQUOR/BEER/NA		CBUSKEY				04/10/2024
	609-49751-40251	LIQUOR		456.00		1.00	456.00
	609-49751-40255	N/A PRODUCTS		(135.53)		1.00	(135.53)
	609-49751-40252	BEER		4,179.73		1.00	4,179.73
Total Vendor 91 - DAHLHEIMER DIST. CO. INC					22,023.80	22,023.80	
Vendor UB-REFUND - DONALD/LINDA CRAWFORD							
.04022024-5272							
00035365	DONALD/LINDA CRAWFORD	04/02/2024		95.67	95.67	Open	N
	REFUND ACCT#5272		NSANTILLO				04/15/2024
	601-49440-40444	REFUND ACCT#5272		95.67		1.00	95.67
Total Vendor UB-REFUND - DONALD/LINDA CRAWFORD					95.67	95.67	
Vendor 293 - EAGLE GARAGE DOOR CO							
9689							
00035453	EAGLE GARAGE DOOR CO	04/09/2024		840.00	840.00	Open	N
	BIANNUAL SERVICED AND ADJUSTED 9 DOORS		DMULVIHILL				04/15/2024
9688							
00035454	EAGLE GARAGE DOOR CO	04/09/2024		225.00	225.00	Open	N
	BIANNUAL SERVICED AND ADJUSTED 3 DOORS		DMULVIHILL				04/15/2024
Total Vendor 293 - EAGLE GARAGE DOOR CO					1,065.00	1,065.00	

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Inventory					Units	Quantity	Unit Price
Vendor 107 - ECM PUBLISHERS, INC							
993127							
00035417	ECM PUBLISHERS, INC APRIL 17 PH CHAPTER 10 ZONING 101-41400-40352	04/05/2024 NSANTILLO GENERAL PUBLISHING		53.75	53.75	Open	N 04/15/2024
				53.75		1.00	53.75
Total Vendor 107 - ECM PUBLISHERS, INC				53.75	53.75		
Vendor 6114 - ELECTRIC SIGN & LIGHTING, INC.							
22919							
00035404	ELECTRIC SIGN & LIGHTING, INC. SIGN REPAIRS 609-49750-40228	03/06/2024 NSANTILLO EQUIPMENT MAINTENANCE		250.00	250.00	Open	N 04/15/2024
				250.00		1.00	250.00
Total Vendor 6114 - ELECTRIC SIGN & LIGHTING, INC.				250.00	250.00		
Vendor 545 - ELITE SANITATION							
30493							
00035416	ELITE SANITATION PORTABLE RENTAL 101-45200-40402	04/03/2024 NSANTILLO JANITORIAL SERVICE		1,052.85	1,052.85	Open	N 04/15/2024
				1,052.85		1.00	1,052.85
Total Vendor 545 - ELITE SANITATION				1,052.85	1,052.85		
Vendor UB-REFUND - GLENNDY OSE							
.04022024-5194							
00035364	GLENNDY OSE REFUND ACCT#5194 601-49440-40444	04/02/2024 NSANTILLO REFUND ACCT#5194		13.20	13.20	Open	N 04/15/2024
				13.20		1.00	13.20
Total Vendor UB-REFUND - GLENNDY OSE				13.20	13.20		
Vendor 130 - GOPHER STATE ONE-CALL, INC.							
4030764							
00035374	GOPHER STATE ONE-CALL, INC. MARCH LOCATES 601-49440-40442 602-49490-40442	03/31/2024 DMULVIHILL GOPHER STATE GOPHER STATE		29.70	29.70	open	N 04/15/2024
				14.85		1.00	14.85
				14.85		1.00	14.85
Total Vendor 130 - GOPHER STATE ONE-CALL, INC.				29.70	29.70		

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Inv Ref #	GL Distribution	Entered By			Units	Quantity	Unit Price
Vendor 130 - GOPHER STATE ONE-CALL, INC.							
Vendor 7512 - GREAT LAKES COCA-COLA							
40602935020							
00035360	GREAT LAKES COCA-COLA	03/29/2024		1,018.46	1,018.46	Open	N
	MISC	CBUSKEY					03/29/2024
	609-49751-40254	MISCELLANEOUS MERCHANDISE		1,018.46		1.00	1,018.46
Total Vendor 7512 - GREAT LAKES COCA-COLA				1,018.46	1,018.46		
Vendor 1145 - HACH COMPANY							
13991482							
00035439	HACH COMPANY	04/09/2024		378.07	378.07	Open	N
	CHEMICALS	DMULVIHILL					04/15/2024
13991822							
00035440	HACH COMPANY	04/09/2024		697.00	697.00	Open	N
	RCC DR3800 /3900	DMULVIHILL					04/15/2024
Total Vendor 1145 - HACH COMPANY				1,075.07	1,075.07		
Vendor 1175 - HAWKINS, INC							
6724321							
00035385	HAWKINS, INC	04/01/2024		10,466.75	10,466.75	Open	N
	CHEMICALS	DMULVIHILL					04/15/2024
	602-49490-40216	CHEMICALS		10,466.75		1.00	10,466.75
Total Vendor 1175 - HAWKINS, INC				10,466.75	10,466.75		
Vendor 5996 - HERC-U-LIFT							
8069							
00035438	HERC-U-LIFT	04/02/2024		65.00	65.00	Open	N
	FORKLIFT	JSHOOK					04/15/2024
	101-43100-40218	EQUIPMENT MAINTENANCE		65.00		1.00	65.00
Total Vendor 5996 - HERC-U-LIFT				65.00	65.00		
Vendor 4873 - INNOVATIVE OFFICE SOLUTIONS, LLC							
IN4504819							
00035375	INNOVATIVE OFFICE SOLUTIONS, LLC	04/03/2024		137.74	137.74	Open	N
	CITY HALL OFFICE SUPPLIES	NSANTILLO					04/15/2024
	101-41400-40200	CITY HALL OFFICE SUPPLIES		137.74		1.00	137.74

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Inventory					Units	Quantity	Unit Price
Vendor 4873 - INNOVATIVE OFFICE SOLUTIONS, LLC							
IN4507705							
00035397	INNOVATIVE OFFICE SOLUTIONS, LLC	04/05/2024		78.48		78.48	Open N
	OFFICE SUPPLIES		NSANTILLO				04/15/2024
	101-42110-40200		OFFICE SUPPLIES	78.48		1.00	78.48
Total Vendor 4873 - INNOVATIVE OFFICE SOLUTIONS, LLC				216.22	216.22		
Vendor UB-REFUND - JASON DURAY							
.04022024-5152							
00035363	JASON DURAY	04/02/2024		35.27		35.27	Open N
	REFUND ACCT#5152		NSANTILLO				04/15/2024
	601-49440-40444		REFUND ACCT#5152	35.27		1.00	35.27
Total Vendor UB-REFUND - JASON DURAY				35.27	35.27		
Vendor 154 - JOHNSON BROS WHLSE LIQUOR							
2510160							
00035358	JOHNSON BROS WHLSE LIQUOR	03/28/2024		104.00		104.00	Open N
	WINE		CBUSKEY				03/28/2024
	609-49751-40253		WINE	104.00		1.00	104.00
2510159							
00035359	JOHNSON BROS WHLSE LIQUOR	03/28/2024		337.50		337.50	Open N
	LIQUOR		CBUSKEY				03/28/2024
	609-49751-40251		LIQUOR	337.50		1.00	337.50
Total Vendor 154 - JOHNSON BROS WHLSE LIQUOR				441.50	441.50		
Vendor 154 - JOHNSON BROTHERS							
2514473							
00035391	JOHNSON BROTHERS	04/04/2024		6,098.84		6,098.84	Open N
	LIQUOR		CBUSKEY				04/04/2024
	609-49751-40206		FREIGHT	125.59		1.00	125.59
	609-49751-40251		LIQUOR	5,973.25		1.00	5,973.25
2514474							
00035392	JOHNSON BROTHERS	04/04/2024		1,185.53		1,185.53	Open N
	WINE		CBUSKEY				04/04/2024
	609-49751-40206		FREIGHT	25.48		1.00	25.48
	609-49751-40253		WINE	1,160.05		1.00	1,160.05
Total Vendor 154 - JOHNSON BROTHERS							

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
Vendor 154 - JOHNSON BROTHERS							
				7,284.37	7,284.37		
Vendor 1601 - KING'S COUNTY MARKET							
.03312024							
00035387	KING'S COUNTY MARKET	03/31/2024		74.39	74.39	Open	N
	FUEL CHARGES		NSANTILLO				04/15/2024
	101-42210-40212		MOTOR FUELS	74.39		1.00	74.39
Total Vendor 1601 - KING'S COUNTY MARKET				74.39	74.39		
Vendor 10403 - LANGUAGE LINE SERVICES, INC							
11255081							
00035386	LANGUAGE LINE SERVICES, INC	03/31/2024		37.80	37.80	Open	N
	LANGUAGE SERVICES		NSANTILLO				04/15/2024
	101-42110-40441		LANGUAGE SERVICES	37.80		1.00	37.80
Total Vendor 10403 - LANGUAGE LINE SERVICES, INC				37.80	37.80		
Vendor UB-REFUND - LORI DEMANN							
.04022024-1693							
00035362	LORI DEMANN	04/02/2024		3.80	3.80	Open	N
	REFUND ACCT#1693		NSANTILLO				04/15/2024
	601-49440-40444		REFUND ACCT#1693	3.80		1.00	3.80
Total Vendor UB-REFUND - LORI DEMANN				3.80	3.80		
Vendor 202 - MCDONALD DIST CO							
740734							
00035379	MCDONALD DIST CO	04/03/2024		926.00	926.00	Open	N
	LIQUOR		CBUSKEY				04/03/2024
	609-49751-40251		LIQUOR	926.00		1.00	926.00
5810331							
00035380	MCDONALD DIST CO	04/03/2024		(46.30)	(46.30)	Open	N
	LIQUOR		CBUSKEY				04/03/2024
	609-49751-40251		LIQUOR	(46.30)		1.00	(46.30)

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Inventory	GL Distribution				Units	Quantity	Unit Price
Vendor 202 - MCDONALD DIST CO							
740732							
00035381	MCDONALD DIST CO	04/03/2024		(57.97)	(57.97)	Open	N
	BEER	CBUSKEY					04/03/2024
	609-49751-40252	BEER		(57.97)		1.00	(57.97)
740735							
00035382	MCDONALD DIST CO	04/03/2024		9,190.35	9,190.35	Open	N
	BEER	CBUSKEY					04/03/2024
	609-49751-40252	BEER		9,190.35		1.00	9,190.35
741823							
00035435	MCDONALD DIST CO	04/10/2024		5,698.35	5,698.35	Open	N
	BEER	CBUSKEY					04/10/2024
	609-49751-40252	BEER		5,698.35		1.00	5,698.35
741822							
00035436	MCDONALD DIST CO	04/10/2024		1,412.50	1,412.50	Open	N
	LIQUOR	CBUSKEY					04/10/2024
	609-49751-40251	LIQUOR		1,412.50		1.00	1,412.50
741825							
00035437	MCDONALD DIST CO	04/10/2024		(39.21)	(39.21)	Open	N
	BEER	CBUSKEY					04/10/2024
	609-49751-40252	BEER		(39.21)		1.00	(39.21)
Total Vendor 202 - MCDONALD DIST CO					17,083.72	17,083.72	
Vendor 3689 - METRO SALES, INC							
INV2503975							
00035447	METRO SALES, INC	04/10/2024		200.46	200.46	Open	N
	COPIES	DMULVIHILL					04/15/2024
	101-41400-40200	OFFICE SUPPLIES		200.46		1.00	200.46
INV2504181							
00035448	METRO SALES, INC	04/10/2024		249.44	249.44	Open	N
	COPIES	DMULVIHILL					04/15/2024
Total Vendor 3689 - METRO SALES, INC					449.90	449.90	
Vendor 10337 - METRO-INET							

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Inventory					Units	Quantity	Unit Price
Vendor 10337 - METRO-INET							
1868 00035415	METRO-INET IT SERVICES	04/01/2024 NSANTILLO		15,039.00	15,039.00	Open	N 04/15/2024
	101-41110-40310	COMPUTER CONSULTING FEES		601.56		1.00	601.56
	101-41400-40310	COMPUTER CONSULTING FEES		2,105.46		1.00	2,105.46
	101-41910-40310	COMPUTER CONSULTING FEES		300.78		1.00	300.78
	101-42110-40310	COMPUTER CONSULTING FEES		7,369.11		1.00	7,369.11
	101-42210-40310	COMPUTER CONSULTING FEES		1,353.51		1.00	1,353.51
	101-42400-40310	COMPUTER CONSULTING FEES		601.56		1.00	601.56
	101-43100-40310	COMPUTER CONSULTING FEES		601.56		1.00	601.56
	101-45200-40310	COMPUTER CONSULTING FEES		601.56		1.00	601.56
	601-49440-40310	COMPUTER CONSULTING FEES		601.56		1.00	601.56
	602-49490-40310	COMPUTER CONSULTING FEES		601.56		1.00	601.56
	609-49750-40310	COMPUTER CONSULTING FEES		300.78		1.00	300.78
Total Vendor 10337 - METRO-INET				15,039.00	15,039.00		
Vendor 5371 - MIDCONTINENT COMMUNICATIONS							
13334860113956 00035433	MIDCONTINENT COMMUNICATIONS PHONES	04/02/2024 NSANTILLO		158.39	158.39	Open	N 04/15/2024
	601-49440-40321	PHONES		158.39		1.00	158.39
13332710113956 00035434	MIDCONTINENT COMMUNICATIONS PHONES	04/02/2024 NSANTILLO		44.98	44.98	Open	N 04/15/2024
	101-42110-40321	PHONES		44.98		1.00	44.98
Total Vendor 5371 - MIDCONTINENT COMMUNICATIONS				203.37	203.37		
Vendor 3505 - MN MUNICIPAL UTILITIES ASSOCIATION							
63698 00035442	MN MUNICIPAL UTILITIES ASSOCIATION 2ND QUARTER SAFETY	04/10/2024 DMULVIHILL		6,830.00	6,830.00	Open	N 04/15/2024
	101-41400-40311	CONTRACT		683.00		1.00	683.00
	101-42110-40311	CONTRACT		683.00		1.00	683.00
	101-42210-40311	CONTRACT		683.00		1.00	683.00
	101-43100-40311	CONTRACT		1,024.50		1.00	1,024.50
	101-45200-40311	CONTRACT		1,024.50		1.00	1,024.50
	601-49440-40311	CONTRACT		1,024.50		1.00	1,024.50
	602-49490-40311	CONTRACT		1,024.50		1.00	1,024.50
	609-49750-40311	CONTRACT		683.00		1.00	683.00
Total Vendor 3505 - MN MUNICIPAL UTILITIES ASSOCIATION							

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EXP CHECK RUN DATES 04/16/2024 - 04/16/2024

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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
Vendor 3505 - MN MUNICIPAL UTILITIES ASSOCIATION							
				6,830.00	6,830.00		
Vendor 167 - M-R SIGN COMPANY, INC							
223519							
00035444	M-R SIGN COMPANY, INC SIGNS	04/04/2024 DMULVIHILL		142.50	142.50	Open	N 04/15/2024
Total Vendor 167 - M-R SIGN COMPANY, INC				142.50	142.50		
Vendor 214 - PHILLIPS WINE & SPIRITS CO							
6762907							
00035393	PHILLIPS WINE & SPIRITS CO LIQUOR	04/04/2024 CBUSKEY		2,261.21	2,261.21	Open	N 04/05/2024
	609-49751-40206	FREIGHT		32.76		1.00	32.76
	609-49751-40251	LIQUOR		2,228.45		1.00	2,228.45
6762908							
00035394	PHILLIPS WINE & SPIRITS CO WINE	04/04/2024 CBUSKEY		1,677.68	1,677.68	Open	N 04/05/2024
	609-49751-40206	FREIGHT		61.88		1.00	61.88
	609-49751-40253	WINE		1,615.80		1.00	1,615.80
6762909							
00035395	PHILLIPS WINE & SPIRITS CO NA	04/04/2024 CBUSKEY		89.82	89.82	Open	N 04/05/2024
	609-49751-40206	FREIGHT		1.82		1.00	1.82
	609-49751-40255	N/A PRODUCTS		88.00		1.00	88.00
Total Vendor 214 - PHILLIPS WINE & SPIRITS CO				4,028.71	4,028.71		
Vendor 9540 - RIVERS EDGE LAND DEVELOPMENT							
.04082024							
00035408	RIVERS EDGE LAND DEVELOPMENT	04/08/2024		50,000.00	50,000.00	Open	N
	REPLACE CASH DEPOSIT WITH LETTER OF CRED	DMULVIHILL					04/15/2024
	803-00000-22186	RIVERS EDGE 6TH (LOC)		50,000.00		1.00	50,000.00
Total Vendor 9540 - RIVERS EDGE LAND DEVELOPMENT				50,000.00	50,000.00		
Vendor 9925 - RMB ENVIRONMENTAL LABORATORIES, INC							

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EXP CHECK RUN DATES 04/16/2024 - 04/16/2024

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Agenda Item # 4H.

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
Vendor 9925 - RMB ENVIRONMENTAL LABORATORIES, INC							
B012271							
00035400	RMB ENVIRONMENTAL LABORATORIES, INC	04/05/2024		233.04	233.04	Open	N
	WEEKS 2-4 COOLER 1	DMULVIHILL					04/15/2024
	602-49490-40313	SAMPLE TESTING		233.04		1.00	233.04
B012302							
00035401	RMB ENVIRONMENTAL LABORATORIES, INC	04/04/2024		214.23	214.23	Open	N
	ALL WEEKS COOLER 2	DMULVIHILL					04/15/2024
	602-49490-40313	SAMPLE TESTING		214.23		1.00	214.23
B012333							
00035402	RMB ENVIRONMENTAL LABORATORIES, INC	04/04/2024		209.00	209.00	Open	N
	MTHLY FEE	DMULVIHILL					04/15/2024
	602-49490-40313	SAMPLE TESTING		209.00		1.00	209.00
B012334							
00035445	RMB ENVIRONMENTAL LABORATORIES, INC	04/10/2024		469.21	469.21	Open	N
	WEEK 1 COOLER 1	DMULVIHILL					04/15/2024
B012379							
00035446	RMB ENVIRONMENTAL LABORATORIES, INC	04/10/2024		182.88	182.88	Open	N
	ALL WEEKS COOLER 2	DMULVIHILL					04/15/2024
Total Vendor 9925 - RMB ENVIRONMENTAL LABORATORIES, INC					<u>1,308.36</u>	<u>1,308.36</u>	
Vendor 6072 - ROYAL SUPPLY							
6194							
00035441	ROYAL SUPPLY	04/09/2024		398.00	398.00	Open	N
	SUPPLIES	DMULVIHILL					04/15/2024
	101-41940-40210	OPERATING SUPPLIES		66.33		1.00	66.33
	101-42110-40217	OTHER OPERATING SUPPLIES		66.33		1.00	66.33
	101-43100-40217	OTHER OPERATING SUPPLIES		66.33		1.00	66.33
	101-45200-40217	OTHER OPERATING SUPPLIES		66.33		1.00	66.33
	601-49440-40217	OTHER OPERATING SUPPLIES		66.33		1.00	66.33
	602-49490-40217	OTHER OPERATING SUPPLIES		66.35		1.00	66.35
Total Vendor 6072 - ROYAL SUPPLY					<u>398.00</u>	<u>398.00</u>	
Vendor 7693 - SPOT ON							
2023148							
00035424	SPOT ON	04/08/2024		122.98	122.98	Open	N
	COMMUNITY EDUCATION - SIGNS	NSANTILLO					04/15/2024
	101-42110-40308	COMMUNITY EDUCATION - SIGNS		122.98		1.00	122.98

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 04/16/2024 - 04/16/2024

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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
Vendor 7693 - SPOT ON							
2023149							
00035425	SPOT ON	04/08/2024		167.00	167.00	Open	N
	SIGNS		DMULVIHILL				04/15/2024
	101-45200-40441		MISCELLANEOUS	140.00		1.00	140.00
	101-43210-40439		RECYCLING DAYS	27.00		1.00	27.00
Total Vendor 7693 - SPOT ON					<u>289.98</u>	<u>289.98</u>	
Vendor 255 - STREICHER'S							
1692264							
00035418	STREICHER'S	04/05/2024		4,650.00	4,650.00	Open	N
	BALLISTIC PLATES		NSANTILLO				04/15/2024
Total Vendor 255 - STREICHER'S					<u>4,650.00</u>	<u>4,650.00</u>	
Vendor 6958 - SUMMIT FIRE							
150043411							
00035403	SUMMIT FIRE	03/31/2024		549.75	549.75	Open	N
	EXTINGUISHERS		DMULVIHILL				04/15/2024
	101-42110-40218		EQUIPMENT MAINTENANCE	549.75		1.00	549.75
Total Vendor 6958 - SUMMIT FIRE					<u>549.75</u>	<u>549.75</u>	
Vendor 863 - THE BERNICK COMPANIES							
10202103							
00035390	THE BERNICK COMPANIES	04/04/2024		623.55	623.55	Open	N
	BEER/NA		CBUSKEY				04/04/2024
	609-49751-40255		N/A PRODUCTS	28.70		1.00	28.70
	609-49751-40252		BEER	594.85		1.00	594.85
10204766							
00035451	THE BERNICK COMPANIES	04/11/2024		(6.90)	(6.90)	Open	N
	BEER		CBUSKEY				04/11/2024
	609-49751-40252		BEER	(6.90)		1.00	(6.90)
10204765							
00035452	THE BERNICK COMPANIES	04/11/2024		1,129.65	1,129.65	Open	N
	BEER		CBUSKEY				04/11/2024
	609-49751-40252		BEER	1,129.65		1.00	1,129.65
Total Vendor 863 - THE BERNICK COMPANIES					<u>1,746.30</u>	<u>1,746.30</u>	

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EXP CHECK RUN DATES 04/16/2024 - 04/16/2024

POSTED AND UNPOSTED
OPEN

Agenda Item # 4H.

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
Vendor 863 - THE BERNICK COMPANIES							
Vendor 10697 - TRIAD PARADIGN, LLC							
2024-01 00035406	TRIAD PARADIGN, LLC	04/07/2024		2,980.15	2,980.15	Open	N
	BETHEL SHARED SERVICES STUDY - GRANT REI NSANTILLO			2,980.15		1.00	04/15/2024 2,980.15
	101-42210-40311	CONTRACT					
Total Vendor 10697 - TRIAD PARADIGN, LLC				2,980.15	2,980.15		
Vendor 8383 - WSB & ASSOCIATES							
R-024156-000-3 00035405	WSB & ASSOCIATES	03/29/2024		696.00	696.00	Open	N
	HWY 47 - HSIP APPLICATION	NSANTILLO		696.00		1.00	04/15/2024 696.00
	405-43100-40810	HWY 47 - HSIP APPLICATION					
Total Vendor 8383 - WSB & ASSOCIATES				696.00	696.00		
Vendor 9289 - ZOLL MEDICAL CORPORATION							
.04032024 00035377	ZOLL MEDICAL CORPORATION	04/03/2024		566.00	566.00	open	N
	AED BATTERY & ELECTRODES	NSANTILLO		566.00		1.00	04/15/2024 566.00
	609-49750-40228	EQUIPMENT MAINTENANCE					
Total Vendor 9289 - ZOLL MEDICAL CORPORATION				566.00	566.00		
# of Invoices:	69	# Due: 69	Totals:	210,870.69	210,870.69		
# of Credit Memos:	6	# Due: 6	Totals:	(443.28)	(443.28)		
Net of Invoices and Credit Memos:				210,427.41	210,427.41		
* 1 Net Invoices have Credits Totalling:				(135.53)			
--- TOTALS BY GL BANK ---							
	GNCKG			210,427.41			
--- TOTALS BY GL DISTRIBUTIONS ---							
	101-00000-14100			24,413.45			
	101-41110-40310			601.56			
	101-41400-40200			338.20			

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Invoice Number	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inv Ref #	Description	Entered By		Units	Quantity	Post Date
Inventory	GL Distribution					Unit Price
	101-41400-40310		2,105.46			
	101-41400-40311		683.00			
	101-41400-40352		53.75			
	101-41540-40301		13,000.00			
	101-41910-40310		300.78			
	101-41940-40210		66.33			
	101-42110-40200		78.48			
	101-42110-40208		375.00			
	101-42110-40217		66.33			
	101-42110-40218		549.75			
	101-42110-40308		122.98			
	101-42110-40310		7,369.11			
	101-42110-40311		683.00			
	101-42110-40321		44.98			
	101-42110-40437		59.40			
	101-42110-40441		37.80			
	101-42110-40448		48.95			
	101-42210-40212		74.39			
	101-42210-40310		1,353.51			
	101-42210-40311		3,663.15			
	101-42400-40310		601.56			
	101-43100-40217		86.69			
	101-43100-40218		65.00			
	101-43100-40310		601.56			
	101-43100-40311		1,024.50			
	101-43210-40217		20.36			
	101-43210-40439		27.00			
	101-45200-40217		86.69			
	101-45200-40310		601.56			
	101-45200-40311		1,024.50			
	101-45200-40402		1,052.85			
	101-45200-40441		140.00			
	102-41400-40560		5,700.00			
	405-43100-40810		696.00			
	601-49440-40217		86.69			
	601-49440-40301		3,500.00			
	601-49440-40310		601.56			
	601-49440-40311		1,024.50			
	601-49440-40321		158.39			
	601-49440-40442		14.85			
	601-49440-40444		147.94			
	602-49490-40216		10,466.75			
	602-49490-40217		86.69			
	602-49490-40301		3,500.00			
	602-49490-40310		601.56			
	602-49490-40311		1,024.50			
	602-49490-40313		656.27			
	602-49490-40442		14.85			
	609-49750-40210		39.55			

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 04/16/2024 - 04/16/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4H.

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
	609-49750-40228			816.00			
	609-49750-40301			3,500.00			
	609-49750-40310			300.78			
	609-49750-40311			683.00			
	609-49751-40206			294.63			
	609-49751-40251			13,662.01			
	609-49751-40252			38,881.70			
	609-49751-40253			3,059.85			
	609-49751-40254			958.86			
	609-49751-40255			(18.83)			
	803-00000-22186			50,000.00			
--- TOTALS BY FUND ---							
	101 GENERAL FUND			61,421.63	61,421.63		
	102 PANDEMIC EXPENSES			5,700.00	5,700.00		
	405 STREET IMPROVEMENT FUND			696.00	696.00		
	601 WATER FUND			5,533.93	5,533.93		
	602 SEWER FUND			16,350.62	16,350.62		
	609 LIQUOR FUND			62,177.55	62,177.55		
	803 ESCROW			50,000.00	50,000.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	00000 UNASSIGNED			74,413.45	74,413.45		
	41110 CITY COUNCIL			601.56	601.56		
	41400 ADMINISTRATION			8,880.41	8,880.41		
	41540 AUDITING & ACCOUNTING			13,000.00	13,000.00		
	41910 COMMUNITY DEVELOPMENT			300.78	300.78		
	41940 BUILDINGS			66.33	66.33		
	42110 POLICE			9,435.78	9,435.78		
	42210 FIRE			5,091.05	5,091.05		
	42400 BUILDING INSPECTIONS			601.56	601.56		
	43100 STREETS			2,473.75	2,473.75		
	43210 RECYCLING			47.36	47.36		
	45200 PARKS			2,905.60	2,905.60		
	49440 WATER DEPT			5,533.93	5,533.93		
	49490 SEWER DEPT			16,350.62	16,350.62		
	49750 LIQUOR STORE			5,339.33	5,339.33		
	49751 MERCHANDISE PURCHASES			56,838.22	56,838.22		

CHECK REGISTER FOR CITY OF ST. FRANCIS

CHECK DATE 01/01/2024 - 03/31/2024

Agenda Item # 4H.

- CHECK TYPE: EFT

Check Date	Check	Vendor Name	Amount
Bank GNCKG GENERAL CHECKING ACCOUNT			
01/04/2024	3172(E)	EFTPS	23,471.09
01/04/2024	3173(E)	ICMA	319.17
01/04/2024	3174(E)	MN DEPARTMENT OF REVENUE	250.00
01/04/2024	3175(E)	PERA	24,024.56
01/04/2024	3176(E)	RHS HEALTHCARE SAVINGS	18,548.72
01/04/2024	3177(E)	STATE	5,205.99
01/04/2024	3178(E)	VOYA	1,975.00
01/03/2024	3180(E)	CITY HIVE	149.00
01/03/2024	3181(E)	HEALTH PARTNERS	37,323.15
01/03/2024	3182(E)	SPOT ON-LIQUOR CC	5,562.07
01/03/2024	3183(E)	SUN LIFE FINANCIAL	3,008.12
01/03/2024	3184(E)	ACE SOLID WASTE, INC.	1,514.12
01/17/2024	3185(E)	AZ DEPARTMENT OF ECONOMIC SEC	158.00
01/17/2024	3186(E)	EFTPS	2,444.67
01/17/2024	3187(E)	MN DEPARTMENT OF REVENUE	240.11
01/17/2024	3188(E)	PERA	267.47
01/17/2024	3189(E)	STATE	89.96
01/11/2024	3190(E)	ALERUS	186.81
01/11/2024	3191(E)	COLONIAL INS.	456.90
01/11/2024	3192(E)	DELTA DENTAL	2,139.12
01/11/2024	3193(E)	NEW BENEFITS (FRESH BENIES)	209.79
01/11/2024	3194(E)	U S BANK EQUIPMENT FINANCE	825.80
01/11/2024	3195(E)	WEX CARD	4,453.43
01/10/2024	3196(E)	US BANK CREDIT CARD	8,858.43
01/18/2024	3198(E)	EFTPS	24,344.78
01/18/2024	3199(E)	ICMA	319.17
01/18/2024	3200(E)	MN DEPARTMENT OF REVENUE	250.00
01/18/2024	3201(E)	PERA	25,050.84
01/18/2024	3202(E)	RHS HEALTHCARE SAVINGS	518.94
01/18/2024	3203(E)	STATE	5,295.93
01/18/2024	3204(E)	VOYA	1,975.00
01/18/2024	3205(E)	STAHL CONSTRUCTION	104,686.67
01/18/2024	3206(E)	STAHL CONSTRUCTION	98,520.87
01/16/2024	3207(E)	CAYAN	943.56
01/16/2024	3208(E)	CINTAS	180.56
01/16/2024	3209(E)	INVOICE CLOUD	1,070.10
01/19/2024	3210(E)	CONNEXUS ENERGY	16,886.97
01/19/2024	3211(E)	MN DEPT OF REVENUE-SALES TAX	31,125.00
01/30/2024	3212(E)	ALERUS	200.00
01/30/2024	3213(E)	CENTERPOINT ENERGY	5,638.95
02/01/2024	3214(E)	EFTPS	24,634.19
02/01/2024	3215(E)	ICMA	319.17
02/01/2024	3216(E)	MN DEPARTMENT OF REVENUE	250.00
02/01/2024	3217(E)	PERA	24,868.04
02/01/2024	3218(E)	RHS HEALTHCARE SAVINGS	530.11
02/01/2024	3219(E)	STATE	5,323.69
02/01/2024	3220(E)	VOYA	1,975.00
01/30/2024	3221(E)	BOND TRUST SERVICES	944,300.63
01/31/2024	3222(E)	VILLAGE BANK	187.65
02/02/2024	3223(E)	ACE SOLID WASTE, INC.	1,514.12
02/02/2024	3224(E)	CITY HIVE	149.00
02/02/2024	3225(E)	HEALTH PARTNERS	35,497.74
02/02/2024	3226(E)	SPOT ON-LIQUOR CC	4,359.19
02/02/2024	3227(E)	SUN LIFE FINANCIAL	2,790.73
02/06/2024	3228(E)	CINTAS	212.91
02/06/2024	3229(E)	DELTA DENTAL	2,000.04
02/06/2024	3230(E)	INVOICE CLOUD	1,064.20
02/06/2024	3231(E)	WEX CARD	4,858.78
02/08/2024	3232(E)	COLONIAL INS.	456.90
02/08/2024	3233(E)	NEW BENEFITS (FRESH BENIES)	209.79
02/08/2024	3234(E)	U S BANK EQUIPMENT FINANCE	831.43
02/15/2024	3235(E)	EFTPS	25,408.25
02/15/2024	3236(E)	ICMA	319.17
02/15/2024	3237(E)	MN DEPARTMENT OF REVENUE	213.99
02/15/2024	3238(E)	PERA	25,469.15
02/15/2024	3239(E)	RHS HEALTHCARE SAVINGS	6,280.50
02/15/2024	3240(E)	STATE	5,534.03
02/15/2024	3241(E)	VOYA	1,975.00
02/10/2024	3242(E)	US BANK CREDIT CARD	21,872.37
02/21/2024	3245(E)	AZ DEPARTMENT OF ECONOMIC SEC	158.00

CHECK REGISTER FOR CITY OF ST. FRANCIS

CHECK DATE 01/01/2024 - 03/31/2024

Agenda Item # 4H.

- CHECK TYPE: EFT

Check Date	Check	Vendor Name	Amount
Bank GNCKG GENERAL CHECKING ACCOUNT			
02/21/2024	3246(E)	EFTPS	2,018.63
02/21/2024	3247(E)	MN DEPARTMENT OF REVENUE	240.11
02/21/2024	3248(E)	PERA	40.00
02/21/2024	3249(E)	STATE	48.89
02/27/2024	3250(E)	ALERUS	50.00
02/27/2024	3251(E)	CAYAN	731.52
02/27/2024	3252(E)	CENTERPOINT ENERGY	7,720.74
02/27/2024	3253(E)	CONNEXUS ENERGY	16,601.09
02/27/2024	3254(E)	ENTERPRISE FLEET MGMT	20,581.40
02/27/2024	3255(E)	MN DEPT OF REVENUE-SALES TAX	21,951.00
02/27/2024	3256(E)	MN PUBLIC FACILITIES AUTHORIT	100,811.86
02/27/2024	3257(E)	MN UNEMPLOYMENT INSURANCE	4,285.00
02/27/2024	3258(E)	STAHL CONSTRUCTION	1,734,332.74
02/27/2024	3259(E)	STAHL CONSTRUCTION	61,583.51
02/27/2024	3260(E)	VILLAGE BANK	89.53
02/29/2024	3261(E)	EFTPS	25,045.64
02/29/2024	3262(E)	ICMA	290.00
02/29/2024	3263(E)	PERA	26,334.66
02/29/2024	3264(E)	RHS HEALTHCARE SAVINGS	558.30
02/29/2024	3265(E)	STATE	5,726.42
02/29/2024	3266(E)	VOYA	2,015.00
03/04/2024	3267(E)	ACE SOLID WASTE, INC.	1,514.12
03/04/2024	3268(E)	HEALTH PARTNERS	35,268.20
03/04/2024	3269(E)	SPOT ON-LIQUOR CC	4,424.81
03/04/2024	3270(E)	SUN LIFE FINANCIAL	5,847.32
02/29/2024	3271(E)	VILLAGE BANK	175.50
03/06/2024	3272(E)	DELTA DENTAL	2,014.64
03/06/2024	3273(E)	WEX CARD	5,031.17
03/14/2024	3274(E)	EFTPS	23,572.31
03/14/2024	3275(E)	ICMA	290.00
03/14/2024	3276(E)	PERA	24,888.19
03/14/2024	3277(E)	RHS HEALTHCARE SAVINGS	534.80
03/14/2024	3278(E)	STATE	5,141.38
03/14/2024	3279(E)	VOYA	2,015.00
03/08/2024	3280(E)	CINTAS	186.80
03/08/2024	3281(E)	COLONIAL INS.	497.05
03/08/2024	3282(E)	NEW BENEFITS (FRESH BENIES)	229.77
03/08/2024	3283(E)	U S BANK EQUIPMENT FINANCE	1,160.08
03/19/2024	3284(E)	AZ DEPARTMENT OF ECONOMIC SEC	158.00
03/19/2024	3285(E)	EFTPS	2,164.38
03/19/2024	3286(E)	MN DEPARTMENT OF REVENUE	240.11
03/19/2024	3287(E)	PERA	40.00
03/19/2024	3288(E)	STATE	75.06
03/10/2024	3289(E)	US BANK CREDIT CARD	15,202.58
03/11/2024	3293(E)	DRIVER & VEHICLE SERVICES	287.25
03/11/2024	3294(E)	VILLAGE BANK	118.25
03/21/2024	3295(E)	ALERUS	50.00
03/21/2024	3296(E)	CAYAN	798.33
03/21/2024	3297(E)	CONNEXUS ENERGY	18,268.15
03/21/2024	3298(E)	ENTERPRISE FLEET MGMT	2,223.86
03/21/2024	3299(E)	FEDERAL TAX DEPOSIT	445.80
03/21/2024	3300(E)	MN DEPT OF REVENUE-SALES TAX	23,107.00
03/21/2024	3301(E)	STAHL CONSTRUCTION	249,296.46
03/21/2024	3302(E)	STAHL CONSTRUCTION	708,210.09
03/28/2024	3303(E)	EFTPS	24,179.78
03/28/2024	3304(E)	ICMA	290.00
03/28/2024	3305(E)	PERA	25,662.52
03/28/2024	3306(E)	RHS HEALTHCARE SAVINGS	552.75
03/28/2024	3307(E)	STATE	5,355.80
03/28/2024	3308(E)	VOYA	2,015.00
03/27/2024	3309(E)	ALERUS	111.07
03/27/2024	3310(E)	CENTERPOINT ENERGY	4,454.74
03/31/2024	3311(E)	INVOICE CLOUD	1,082.40
03/31/2024	3312(E)	VILLAGE BANK	236.15
GNCKG TOTALS:			
Total of 134 Checks:			4,830,725.30
Less 0 Void Checks:			0.00
Total of 134 Disbursements:			<u>4,830,725.30</u>



**CITY COUNCIL
AGENDA REPORT**

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: MOU between City of St. Francis and LELS 411 Sergeants
DATE: April 15, 2024

OVERVIEW:

Due to changes in contractual agreements, a Memorandum of Understandings are before Council to update benefits to our LELS Sergeant 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 approve updates to the collective bargaining agreement as proposed.

Attachments:

- LELS Local 411 MOU Vacation and Severance

MEMORANDUM OF AGREEMENT

Between the City of St. Francis and

LELS Union Local 411

(Vacation and Severance Language)

This Memorandum of Agreement is entered into between Law Enforcement Labor Services Local No. 411 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 sergeants 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 31st, 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 13 (Vacation) and Section 19 (Severance) to bring its language into conformity with the City’s current Personnel Policy Handbook:

13.2 Accumulation of the annual vacation period from year to year shall be allowed, not to exceed ~~the maximum of 220 hours, the lesser of 180 hours or one and one-half (1 ½) times the employee's annual vacation allowance. Any time beyond the lesser of 180 hours or one and one-half (1 ½) times the annual vacation allowance will be lost.~~

~~13.3 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</u>	<u>Max Accumulation</u>
0 thru 5	10	3.077	120
6 thru 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 plus	20	6.154	180

13.3 Vacation time for permanent full time and part-time employees shall be earned and credited during each two (2) week period. Employees will accrue vacation time as listed below:

<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>
<u>2-5</u>	<u>120</u>	<u>4.615</u>	<u>140 Hours</u>
<u>5-10</u>	<u>160</u>	<u>6.154</u>	<u>180 Hours</u>
<u>10-14</u>	<u>180</u>	<u>6.923</u>	<u>200 Hours</u>
<u>15+</u>	<u>200</u>	<u>7.692</u>	<u>220 Hours</u>

A. Max Accumulation shall be set by the employee’s current accrual rate per pay period. Any hours over maximum accumulation amount on December 31st of each year will not be paid out and will be lost. Revised, Max Accumulation scheduled will become effective December 31, 2023.

In addition, Section 19.1 shall be modified to state regarding employee severance:

19.1 When an employee resigns employment the employee will provide the department with a minimum of two weeks’ notice unless another notice period has been stipulated by the department. Employees who terminate by giving the required notice and who leave for reasons other than anticipated termination for cause, will receive severance pay equal to fifty percent (50%) of the employee’s accumulated and unused sick leave at time of termination. This amount shall be calculated at Employee's regular rate of pay on the date of termination. In no event shall this severance payment exceed an amount equal to fifty days paid at the Employee's regular rate of pay at the time of termination. 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 a determination of eligibility shall be within the discretion of the Employer. The written resignation must state the effective date of their resignation. Failure to comply with this procedure may be considered cause for denying such Employee’s future employment with the City and severance pay.

RETIREMENT NOTICE PROGRAM, effective 01-01-2024

This program is to strengthen city succession planning efforts that will facilitate the transfer of vital institutional knowledge from long-time employees to new hires. Employees who are retiring from an FTE position, meets PERA eligible status, and have been with the City for at least ten years shall be eligible for the following payment. The notice length is based on date of Council retirement acceptance.

- 180-day notice - \$1000.00 severance payment
- 120-day notice - \$500.00 severance payment
- 90-day notice - \$250.00 severance payment

SEVERANCE PAY, effective 01-01-2024

Employees who leave the City in good standing by retirement or resignation will receive pay for 100% of unused accrued vacation up to the maximum accrual amount by years of service and will follow the schedule for accrued sick leave:

The payment for accrued sick leave shall be applied towards the Employee’s Minnesota State Retirement Health Care Savings Plan.

<u>Up to 8 years of service</u>	<u>50% of accrued sick leave</u>
<u>9 to 16 years of service</u>	<u>65% of accrued sick leave</u>
<u>17 years or more of service</u>	<u>80% of accrued sick leave</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 and until a successor collective bargaining agreement is approved and ratified.

The parties recognize that this shall not operate as a waiver of management or union rights or establish any precedent or past practice.

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.

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: Support for Federal Appropriations
DATE: April 15, 2024

OVERVIEW:

Each year Federal leaders allow cities and organizations to submit requests for federal grant assistance. This year, Staff submitted two requests;

1. Assistance on the Hwy 47 project environmental and design
2. Utility Replacement and Expansion along the Hwy corridor.
 - o Cree to Ambassador needs a replacement that is to be completed before or at the time of the Hwy 47 Reconstruction.
 - o Ambassador to 241st is an expansion that would support the growth needs of the water and sewer treatment plants to support rates through future development

Congressman Emmer’s office has selected the Utility Replacement and Expansion project to move forward for funding requests. A requirement of the request is that the city submit a resolution along with letters of support. Staff has reached out to several others to also submit letters and we are collecting those to be submitted to Emmer’s team.

The funding allows the full replacement and expansion project to be completed at the same time saving costs through mobilization and inflation. Staff requested \$6 million in funding and learned that the Federal requirements would cap our request at \$4.5 million. This still creates a successful project and allows us to move forward with the two phases.

- If we do not receive funding the City will finance \$3 million for the required work along Hwy 47 from Cree Street to Ambassador.

- If we receive funding, the City will pay \$1.5 million for both phases of the project to be completed at the same time.

If funds are received through this process the project would begin prior to the Hwy 47 reconstruction. Staff and Engineering need to begin preparing for the project whether we receive Federal funding or not. Funding however would advance the full project timelines faster. Early conversations with Engineering have been in process and will continue to proceed to the next level.

ACTION TO BE CONSIDERED:

Approve Resolution 2024-13 – A Resolution Supporting a Request for Federal Appropriations.

Council to authorize Engineering to design plans and specs for the two phases of the project.

Attachments:

- Resolution 2024-13 Supporting a Request for Federal Appropriations
- Map of St. Francis Utility System
- Image of North Trunk Alternate 4
- Image of South Trunk Alternate 1

RESOLUTION 2024-13

A RESOLUTION SUPPORTING A REQUEST FOR FEDERAL APPROPRIATIONS.

WHEREAS, The City of St. Francis has a project need to place the water and sewer lines from Cree Street to Ambassador Blvd in the City to address aging and undersized utility infrastructure that is essential to the prosperity of the community and surrounding area;

AND WHEREAS, to further support the water and sewer facilities in this area, there is a need to expand the existing utility lines to allow development connections through growth north of Ambassador Blvd in the City of St. Francis;

AND WHEREAS, project costs on the utility lines would have a greater efficiency and reduced cost if completed as one project before or during the proposed Hwy 47 reconstruction project currently in the planning phase by the Minnesota Department of Transportation working in partnership with the City of St. Francis;

AND WHEREAS, the provision of grant funds for the construction of water and sewer utility lines from Cree Street to Ambassador Blvd will have a regional impact in the orderly development of residential and commercial opportunities both in the City of St. Francis and surrounding communities;

AND WHEREAS, an application was submitted to Representative Tom Emmer's office for federal assistance of 80% of the project costs hereto in March of 2024; and,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ST. FRANCIS, MINNESOTA THAT:

1. The City Council supports the Federal Funding request for the Utility replacement and expansion project as described above.
2. The City Council authorizes staff to prepare all grant documentation and project information to assist Representative Tom Emmer and his staff towards seeking to obtaining federal grant funds for this project.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 15th DAY OF APRIL, 2024.

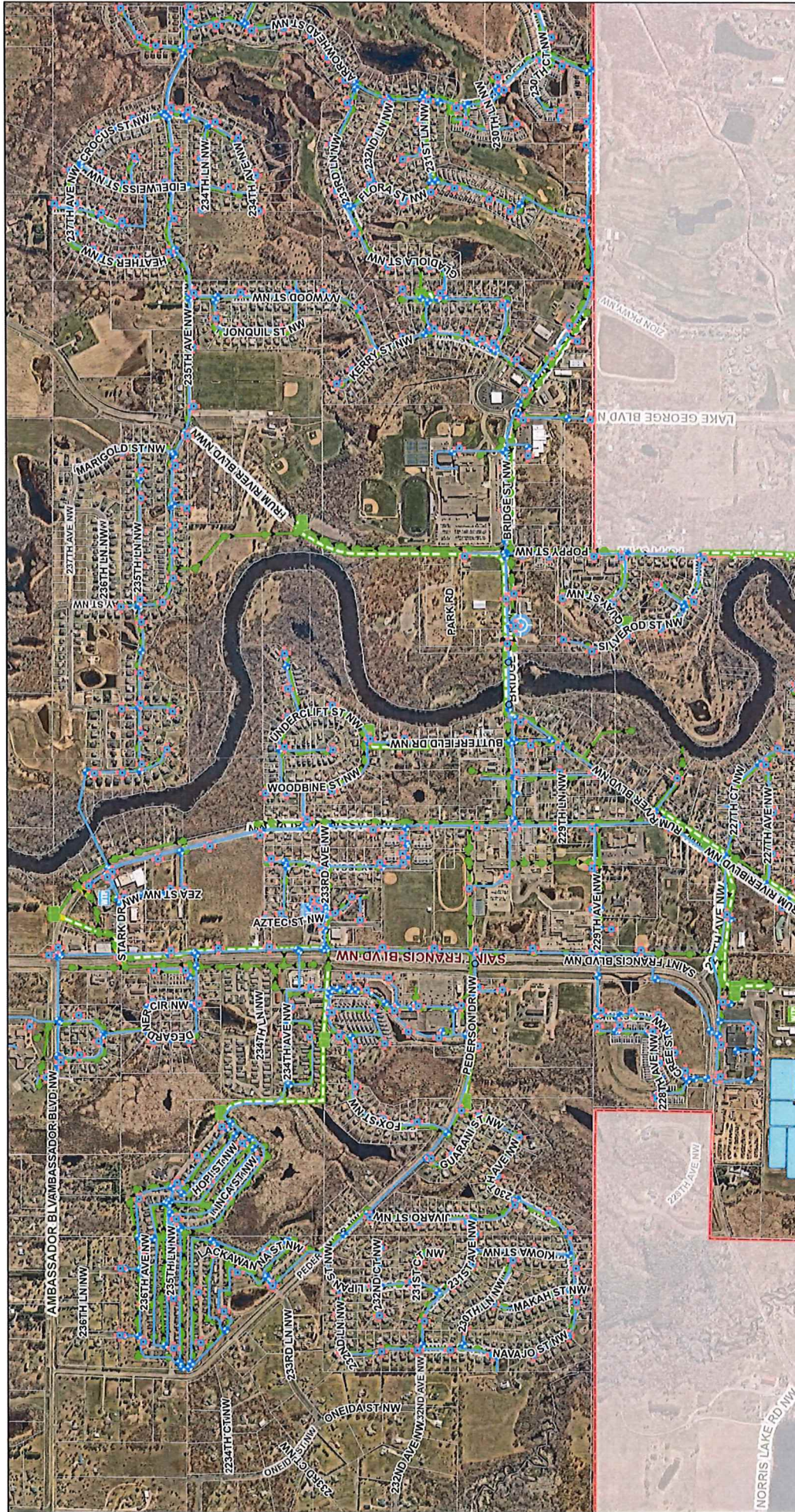
ATTEST:

Jennifer Wida, City Clerk

APPROVED:

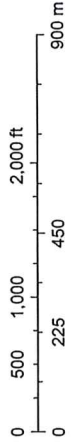
Joseph Muehlbauer, Mayor

City of St Francis, MN



April 4, 2024

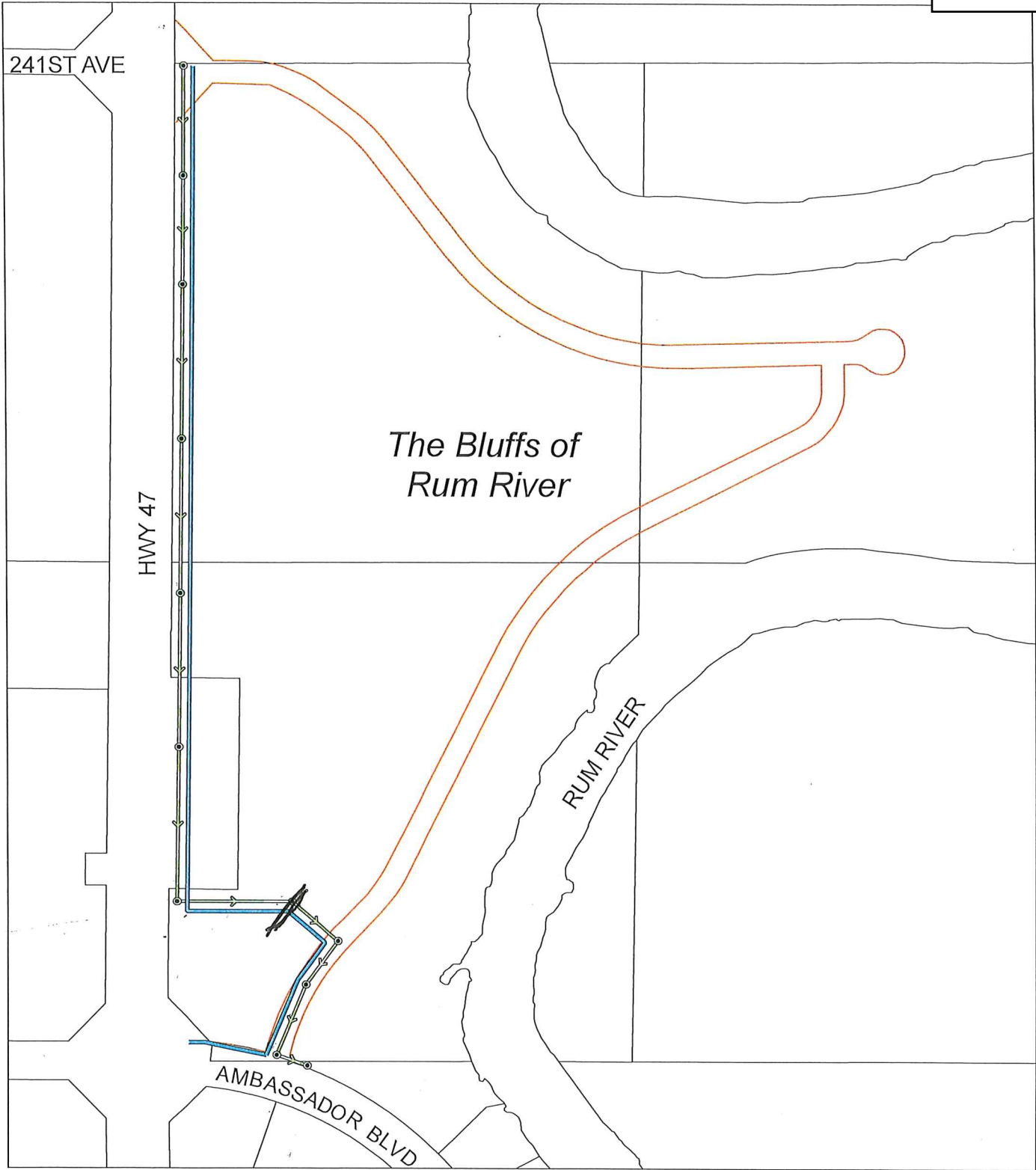
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- Road Labels
- Hydrant
- Water Manholes
- Water Valve
- Water Network Structures
- Water Tower
- Water Treatment Plant
- Well House
- Wells
- Watermain
- Sanitary Manhole
- Sanitary Clean Out
- Sanitary Valve
- Lift Station
- Wastewater Treatment Facility
- Sanitary Gravity Main
- Sanitary Clean Out
- Sanitary Valve
- Sanitary Pressurized Main
- Detention Pond
- Parcels
- St. Francis City Boundary
- City Mask

Agenda Item # 9B.

City of St. Francis Water and Sewer



N

0 100 200 400 Feet

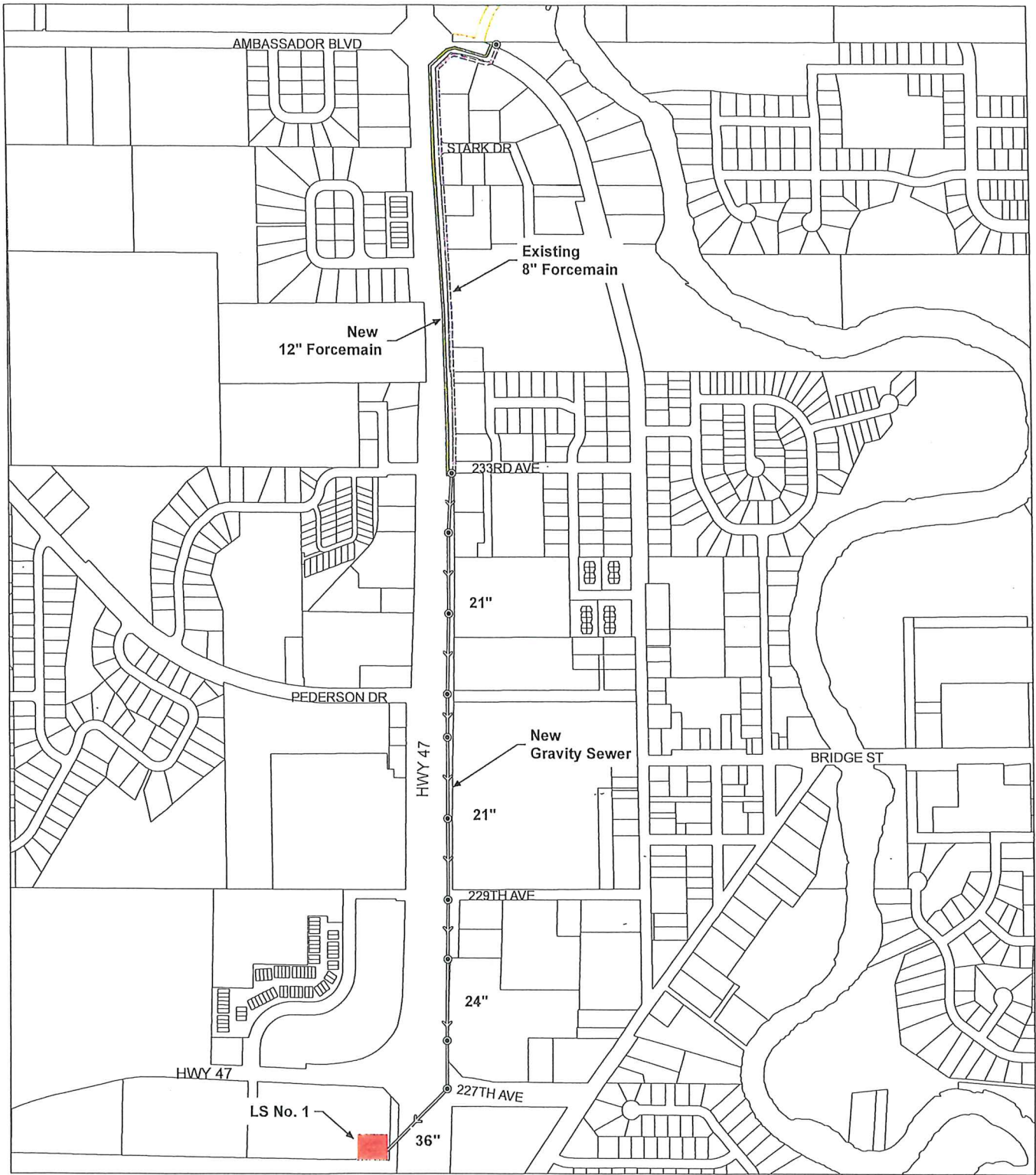
**Hakanson
Anderson**

Legend

- Proposed Trunk Watermain
- Proposed Trunk Sewer
- Proposed Trunk Sewer MH

**North
Sewer Trunk
Alternate 4**

Ambassador to 241st



N

0 250 500 1,000 Feet

Hakanson Anderson

Legend

- Proposed Trunk Sewer
- ⊙ Proposed Trunk Sewer MH

South Sewer Trunk Alternate 1
Ambassador to Plant

K:\GIS\Projects\Municipal\SF909\Sewer Trunk Extension Alt1.mxd



CITY COUNCIL AGENDA REPORT

TO: St. Francis City Council
FROM: Beth Richmond, Planner
SUBJECT: Serenity at Seelye Brook Final Plat
DATE: April 15, 2024

OVERVIEW:

Eric Vickaryous of C&E Ventures LLC has submitted an application for the review of the final plat for the Serenity at Seelye Brook subdivision. This development includes the creation of 4 rural residential lots between Seelye Brook and Bridgestone Road NW.

The preliminary plat for this subdivision was approved on September 5, 2023. Staff, Engineering, and Legal have reviewed the final plat and find the documents to be complete, substantially conforming to the approved preliminary plat, and ready for approval. A developer’s agreement has also been prepared for Council’s review and approval.

ACTION TO BE CONSIDERED:

Council is requested to review and act on the final plat application request for the Serenity at Seelye Brook subdivision. Staff recommends approval of the final plat request.

Suggested Motions:

1. Move to adopt Resolution 2024-14 approving the final plat of the Serenity at Seelye Brook subdivision with conditions and findings of fact as presented by Staff.

ATTACHMENTS:

- Draft Resolution 2024-14
- Applicant Submittals

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

RESOLUTION 2024-14

**A RESOLUTION APPROVING THE FINAL PLAT FOR THE SERENITY AT SEELYE
BROOK SUBDIVISION**

WHEREAS, the applicant, Eric Vickaryous on behalf of C&E Ventures LLC, has requested final plat approval for the Serenity at Seelye Brook subdivision; and

WHEREAS, the property is legally described in Attachment A; and

WHEREAS, the preliminary plat was approved by the City Council on September 5, 2023 via Resolution 2023-48; and

WHEREAS, the final plat is in substantial conformance with the approved preliminary plat; and

WHEREAS, the City Council of the City of St. Francis on April 15, 2024, considered the final plat and final plan documentation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Francis hereby approves the final plat and associated documents for the Serenity at Seelye Brook subdivision based on the following findings of fact:

1. The proposed final plat is consistent with the City’s 2040 Comprehensive Plan and conforms to the City subdivision code with conditions.
2. The proposed final plat substantially conforms to the preliminary plat for the Serenity at Seelye Brook subdivision which was approved by Resolution 2023-48.

BE IT FURTHER RESOLVED that the approval of the final plat for the Serenity at Seelye Brook subdivision shall be subject to the following conditions:

1. Applicant shall address all comments from the City Engineer prior to the issuance of any permits.
2. Access dedication along the property shall be satisfied according to the County’s comments on March 28, 2024 and August 2, 2023.
3. Applicant shall execute and submit a Development Agreement with terms acceptable to the City Attorney.
4. All necessary permits as may be applicable must be obtained before activity begins and/or before building permits are issued for individual lots.
5. The applicant shall be responsible for all costs associated with the final plat application.
6. All fees and financial obligations shall be received by the City prior to the releasing of the final plat for recording.

7. The applicant shall record the final plat and plans with the County Recorder following the procedure specified in City Code section 11-36-05.

Approved and adopted by the City Council of the City of St. Francis on the 15th day of April, 2024.

Joseph Muehlbauer, Mayor

Attest: Jennifer Wida, City Clerk

Dated

Attachment A
Legal Description

All that part of the Northwest Quarter of the Northwest Quarter of Section 36, Township 34, Range 25, Anoka County, Minnesota, lying South of the center line of Seelye Brook, so-called, as the same traverses said land and lying North of the centerline of County Road No. 71, as now laid and traveled.

And

All that part of the Southwest Quarter of the Northwest Quarter of Section 36, Township 34, Range 25, Anoka County, Minnesota, lying North of the centerline of County Road No. 71, as now laid and traveled.

SERENITY AT SEELYE BROOK

CITY OF OAK GROVE
COUNTY OF ANOKA
SEC. 36, TWP. 34, RNG. 24

KNOW ALL PERSONS BY THESE PRESENTS: That C & E Ventures LLC, a Minnesota limited liability company, owner of the following described property:
All that part of the Northwest Quarter of the Northwest Quarter of Section 36, Township 34, Range 23, Anoka County, Minnesota, lying South of the center line of Seelye Brook, hereinafter, as the same traverses said land and lying North of the centerline of County Road No. 71, as now laid and traveled,
and
All that part of the Southwest Quarter of the Northwest Quarter of Section 36, Township 34, Range 25, Anoka County, Minnesota, lying North of the centerline of County Road No. 71, as now laid and traveled.
Has caused the same to be surveyed and platted as SERENITY AT SEELYE BROOK and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as shown on this plat.
In witness whereof said C & E Ventures LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

C & E VENTURES LLC LLC

Eric R. Vickaryous, Chief Manager

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Eric R. Vickaryous, Chief Manager of C & E Ventures LLC LLC, a Minnesota limited liability company.

_____, (signature)
_____, (printed)
Notary Public, _____ County, Minnesota
My Commission Expires _____

I, Lyle C. Reynolds, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 550.01, Subd. 4, as of the date of this certificate are shown and labeled on this plat, and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Lyle C. Reynolds, Licensed Land Surveyor
Minnesota License Number 13072

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Lyle C. Reynolds.

_____, (signature)
_____, (printed)
Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL, CITY OF ST. FRANCIS, MINNESOTA

This plat of SERENITY AT SEELYE BROOK was approved and accepted by the City Council of the City of St. Francis, Minnesota, at a regular meeting thereof held on _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

CITY COUNCIL, CITY OF ST. FRANCIS, MINNESOTA

By: _____, Mayor

By: _____, Clerk

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20____.

By: _____
David M. Ziegemeier
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land herebefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

Property Tax Administrator

By: _____, Deputy

I hereby certify that this plat of SERENITY AT SEELYE BROOK was filed in the office of the County Recorder/Registrar of Titles for public record on this _____ day of _____, 20____, at _____ o'clock _____ M. and was duly recorded as Document Number _____.

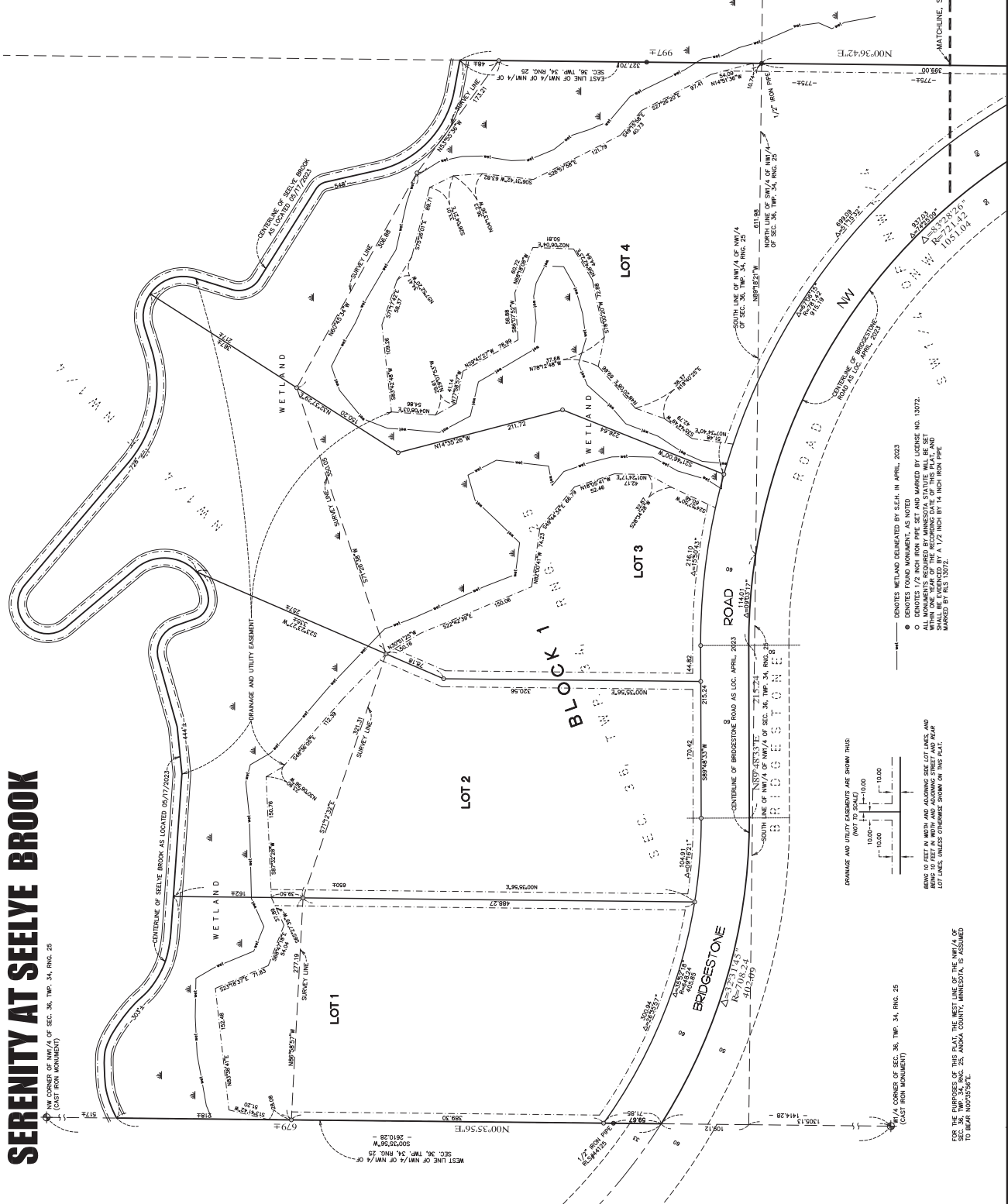
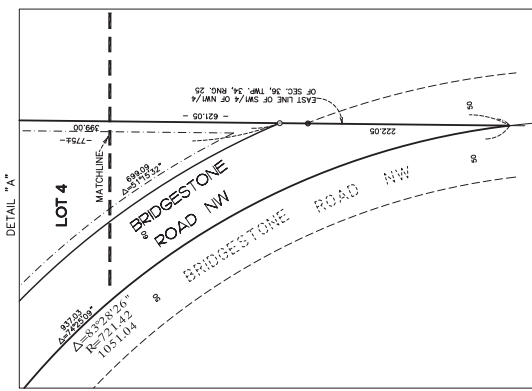
COUNTY RECORDER/REGISTRAR OF TITLES
COUNTY OF ANOKA, STATE OF MINNESOTA

By: _____, Deputy
County Recorder/Registrar of Titles

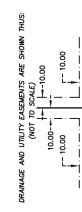


SERENITY AT SEELEY BROOK

CITY OF OAK GROVE
 COUNTY OF ANOKA
 SEC. 36, TWP. 34, RING. 24



● DENOTES WETLAND DEMARCATED BY SLEA, IN APRIL, 2023
 ○ DENOTES FOUND MONUMENT, AS NOTED
 ○ DENOTES 1/2" IRON PIPE SET AND MARKED BY LICENSE NO. 13072.
 MONUMENTS ARE TO BE SET WITHIN ONE YEAR OF THE RECORDING DATE OF THIS PLAN, AND
 SHALL BE 1 1/2" IRON PIPE SET BY A 1 1/2" IRON BY 14" IRON PIPE
 MARKED BY SLEA 13072.



MONUMENTS ARE TO BE SET WITHIN ONE YEAR OF THE RECORDING DATE OF THIS PLAN, AND SHALL BE 1 1/2" IRON PIPE SET BY A 1 1/2" IRON BY 14" IRON PIPE MARKED BY SLEA 13072.

FOR THE PURPOSES OF THIS PLAN, THE WEST LINE OF THE NW 1/4 OF SEC. 36, TWP. 34, RING. 24, ANOKA COUNTY, MINNESOTA, IS ASSUMED TO BEAR N00°25'36.1\"/>



**DEVELOPMENT AGREEMENT
SERENITY AT SEELYE BROOK**

This Development Agreement (“Agreement”) is made and entered into this ____ day of _____, 2024, by and between the City of St. Francis, a Minnesota municipal corporation (“City”) and Eric Vickaryous (“Developer”).

WITNESSETH:

WHEREAS, the City approved the final plat and final plan Serenity at Seeley Brook on April 15, 2024, said plat legally described in **Exhibit A** attached hereto and made a part hereof (“Property”) contingent upon the conditions recited therein and on the execution of this Development Agreement by the Developer and City; and

WHEREAS, the City approved four Single Family Residential lots; and

WHEREAS, the proposed plat contemplates the dedication of certain streets and roads in accordance with applicable ordinances and standards, and with the plans prepared by the Developer's Engineer as provided herein as **Exhibit B**, which the Developer has reviewed and agrees to be bound by, which is made a part hereof; and

WHEREAS, the proposed plat contemplates the construction of drainage facilities and establishment of wetland buffers by the Developer within the Property, and with the plans as provided herein as **Exhibit B**, which the Developer has reviewed and agrees to be bound by, which is made a part hereof; and

WHEREAS, the City requires certain security hereunder to guaranty the proper construction of said drainage facilities and establishment of wetland buffers and the payment of all costs for labor and materials incurred in connection therewith; and

WHEREAS, the Developer has fee simple title to the property legally described in Exhibit A; and

WHEREAS, the Developer agrees to be fully bound by the terms and conditions of this Development Agreement (hereinafter referred to as “Development Agreement” or “Agreement”).

NOW, THEREFORE, in consideration of the mutual promises of the parties made herein, it is agreed by and between the parties hereto, that the Developer will provide all labor and

materials and construct drainage facilities to adequately serve the plat of SERENITY AT SEELYE BROOK and take all other actions in accordance with this Development Agreement at its own expense except as hereinafter provided.

IT IS ALSO AGREED:

1. **Request for Plat Approval.** The Developer is the fee owner of the land in the City of St. Francis legally described on Exhibit A and has asked the City to approve the plat of SERENITY AT SEELYE BROOK and the plans and specifications for the installation of private improvements within the plat of SERENITY AT SEELYE BROOK (hereinafter referred to as the "plat"). The land within the plat is legally described in Exhibit A.

2. **Conditions of Plat Approval.** The City hereby approves the plat on the condition that the Developer complies with all conditions outlined in the April 15, 2024, final plat approval (including references to requirements of the preliminary plat) city ordinances and compliance with this Agreement. The City hereby further conditions this approval upon the requirement that the Developer submit and receive approval from the City Engineer for the final grading and storm water. The City further conditions its approval on the Developer entering into this Agreement and furnishing the security required by it. The Developer is also required to secure an NPDES Phase II permit, provide evidence of full fee title in the property and pay all outstanding tax and special assessment obligations if any, as a condition of plat approval.

3. **Right to Proceed.** Within the Property, the Developer may not grade or otherwise disturb the earth, remove trees, construct 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) the necessary security has been received by the City; 4) final engineering and construction plans and Storm Water Pollution Prevention Plan have been delivered by Developer to city engineer and the engineer has approved; 5) Developer has obtained all necessary permits from all federal, state and local governmental entities; 6) Developer has submitted to City the Insurance Binder required herein; and 7) the City’s administrator has issued a letter that conditions 1 through 6 herein have been satisfied and that the Developer may proceed.

4. **Development Plans.** The plat shall be developed according to plans submitted to and approved by the City. The plans shall not be attached to this Agreement. With the exception of Plan A, the plans may be revised, subject to reasonable City approval, after entering the Agreement, but before commencement of any work in the plat. The erosion control plan must also be approved by the City Engineer. If the plans vary from the written terms of this Agreement, the written terms shall control.

The plans are:
Plan A: Plat/Staging Plan

Plan B: Grading, Drainage & Erosion Plan
Plan C: Landscape Plan & Wetland Management Plan

5. **Improvements.** The Developer shall install and pay for the following private improvements (collectively the “Improvements”) as required to be built in accordance with the approved plans:

- A. Site Grading and Ponding and all temporary and permanent erosion control measures
- B. Establishment of Wetland Buffers and Installation of Wetland Buffer Monumentation
- C. Setting of Lot and Block Monuments
- D. Surveying and Staking

The improvements shall be installed in accordance with City standards, ordinances, and plans and specifications which have been prepared by an Engineer registered in the State of Minnesota and reviewed and approved by the City Engineer. The Developer shall obtain all necessary permits from the Minnesota Pollution Control Agency (MPCA), Anoka County Highway Department and other agencies before proceeding with construction. The City, at the Developer's expense as set out in Section 20, shall have one or more City inspectors inspect the work on a full or part-time basis. A complete set of reproducible "As Built" grading plans shall be prepared for the City Engineer. The Developer shall provide electronic AutoCAD files to the City Engineer for preparation of the “As Built” plans. The cost of preparing these plans shall be paid for by the Developer.

6. **Security.** To guaranty the compliance with the requirements, provisions, limitations and terms set forth in this agreement, and the installation and construction of improvements in a good and workmanlike manner, pursuant to the plans and specifications and the requirements of the City Engineer, and payment of the costs of all improvements, the Developer shall furnish and deliver to the City a cash security or letter of credit, in the form attached hereto (or as deemed acceptable by the City) from an FDIC insured bank ("security") prior to beginning any construction within the plat. The letter of credit shall renew automatically until released by the City. The amount of the security includes all the security requirements set forth in this Agreement and was calculated as follows:

CONSTRUCTION COSTS:

Erosion Control, Stormwater, Establishment of Wetland Buffer and Wetland Buffer Monumentation	\$ 10,000
CONSTRUCTION TOTAL	\$ 10,000
Required Financial Security 125% of Construction Total	\$ 12,500

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the reasonable approval of the City Administrator. The Letter of Credit shall allow the City to draw upon the instrument, in whole or in part, in order to complete construction of any or all of the improvements or to satisfy the claims of Contractors or suppliers which have not been satisfied by Developer and to pay any fees or costs due to the City by the Developer. The City in its sole discretion may also accept a Cash Escrow or Certified Check in the total amount of the security listed in this Section. The City may draw down the security, upon ten (10) business days' prior written notice to the Developer for any violation of the terms of this Agreement. Amounts drawn shall not exceed the amounts necessary to cure to the default. If the required improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down. If the security is drawn down, the proceeds shall be used to cure the default. The Developer may apply to the City Council of the City for a reduction of the security once per month. The City Council shall respond to this request within 30 days of receipt of the Application for Reduction of Security. Upon receipt of proof satisfactory to the City that work has been completed to the quality as required by the City, and that the Developer has taken all steps necessary to ensure that no liens will attach to the plat, and financial obligations to the City have been satisfied, with City approval the security may be reduced from time to time up to seventy-five percent (75%) of the financial obligations that have been satisfied, as determined by the City in its sole discretion. It is expressly understood that the 100% Initial Letter of Credit may only be requested to be drawn on by the Developer to be reduced if there is 125% left in total security for the cost of the remaining improvements. Twenty-five percent (25%) of the amounts certified by the Developer's engineer shall be retained as security until all improvements have been completed, all financial obligations to the City satisfied, and the required "as constructed" plans have been received by the City. Reductions in the security will be based on the actual work completed based on the bids submitted to the City.

7. **Ownership of Improvements.**

A. **Storm Water Drainage.**

- a. Initial Construction. The Developer agrees to construct the private storm water drainage facilities for the project, including the infiltration basins/storm water ponds and conveyances, in accordance with the approved Plans and in compliance with all City and stated requirements regarding such Improvements.

- b. Maintenance of the Storm Water 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: vegetation management within the infiltration basins, and removal of sediment and/or debris in the infiltration basins. The Developer acknowledges that the storm water improvements associated with this project includes infiltration basins for storm water treatment and volume control. If at any time the infiltrating

ability of the basin(s) diminishes or is significantly reduced the Developer will reconstruct the infiltration basins 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.

c. 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 Storm Water Improvements as set forth in this agreement.

d. City's Maintenance Rights. The City may maintain the Storm Water Improvements, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the Storm Water 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 Storm Water 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 the Property. The Developer, on behalf of itself and its successor and assigns, acknowledges that the maintenance work performed by the City regarding the Storm Water 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.

8. **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 Storm water Improvements as set forth in this agreement.

9. **Summary of Cash Requirements.** The following is a summary of the cash deposit under this Agreement which must be furnished to the City at the time of final plat approval and execution of this Agreement by the City:

Section 20 Escrow (Engineering, City Administration, Legal Expenses)	\$2,500
plus charges already on record and incurred by the City	
Park Dedication (\$2500 x 4)	\$10,000

TOTAL CASH REQUIREMENTS **\$12,500**
Plus charges already on record and incurred by the City

The City will utilize the Section 20 Escrow to pay all bills associated with this project. If said fees are less than estimated, the City shall reimburse the Developer within thirty (30) days of completion of all project warranty periods. If it appears that the actual costs incurred will exceed the estimate, Developer and City shall review the costs required to complete the project and Developer shall deposit additional sums with the City.

10. Responsibility for Costs.

A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Agreement, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat, as well as preparation of record drawings.

B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees and costs.

C. The Developer shall reimburse the City for reasonable costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.

D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments, as outlined in Sections 5, 6, 7, 9, 11, 12, 17 and 20 herein, referred to in this Agreement. This is an obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may halt plat development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of twelve percent (12%) per year.

F. In addition to the charges herein and special assessments referred to the herein, other charges as required by City ordinance may be imposed such as building permit fees.

11. **Erosion Control.** Before the site is graded and before any utility construction is commenced or building permits are issued, the erosion control plan shall be implemented by the Developer and inspected and approved by the City. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in the area. Except as otherwise provided in the erosion control plan, seed shall be certified oat seed to provide temporary ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not timely comply with the erosion control plan and schedule or supplementary instructions received by the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not effect the Developer's obligations or City's right hereunder. If the Developer does not reimburse the City for any cost the City incurred for such within thirty (30) days, the City may draw down the letter of credit or other security (referred to in Section 6) to pay any costs. No development will be allowed and no building permits or occupancy certificates will be issued unless the plat is in full compliance with the erosion control requirements.

12. **Clean Up.** The Developer (and Home Builders) will keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from work. The Developer shall promptly clean dirt and debris from streets resulting from construction work by the Developer, its agents, assigns or purchasers of lots in the plat. If the streets are not cleaned within five (5) calendar days after notice to the developer, the City will undertake the cleaning of the streets and charge the cost of the street cleaning back to the developer.

At the completion of the work, the Developer (and Home Builders) will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment, machinery, and surplus materials, and will leave the site clean. The Developer (and Home Builders) will restore to their original conditions (including topsoil and seed), those portions of the site not designated for alteration by the Agreement Plans.

13. **Time of Performance.** The Developer shall install all required improvements in accordance with the approved Plans by October 1, 2024. The Developer may, however, request in writing an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Requests that are not in writing will have no effect on Developer's time of performance. Work on the Improvements to the Property shall be performed between the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturday.

14. **Title of Plat.** The Developer hereby warrants that it is the full fee owner of the development as of the time of the filing of the final plat for the development, and that any

encumbrances will be junior to this Agreement. The Developer agrees to obtain a consent to plat and dedication of streets to City from all mortgagees on the property before the plat will be executed by the City.

15. **Claims.** In the event that the City receives claims from labor or materialmen that work required by this Agreement has been performed, the sums due them have not been paid, and the laborers or materialmen are seeking payment out of the financial guarantees posted within the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the letters of credit in an amount up to 100% of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the funds deposited with the District Court, except that the Court shall retain jurisdiction to determine attorney's fees pursuant to this Agreement. The City will endeavor to notify the Developer of its intention to draw down the letter of credit. The City will give the Developer five (5) days' notice, unless the security will expire within thirty (30) days, to deposit with the court an equal amount of cash in lieu of the City drawing down the letter of credit.

16. **Park and Trail Dedication and Improvements.** The Developer agrees to comply with all recommendations by the City Parks Commission related to this development. The Developer shall provide cash to satisfy its park dedication requirements. Developer shall pay \$2,500 x 4 lots or \$10,000. The Developer shall pay all park dedication fees in advance of filing of the plat.

17. **Landscaping.** The Builder shall plant one tree in the front yard of each lot at the time of building permit. Trees shall be of a genus identified as suitable in Section 10-73-04 C.3 of the City's Zoning Ordinance. The Builder shall provide landscaping and ground cover consistent with Section 10-73-04 of the City's Zoning Ordinance, all in accordance with the Landscape Plan submitted by Developer and approved by City.

The minimum tree size shall be two inches caliper, either bare root in season or balled and burlapped. The trees shall not be planted in the boulevard. The Developer shall assure that the front and side yards of each lot are properly graded, four inches of topsoil added, sod laid to complete front yard (including right-of-way) (seeding will be allowed in front yard if a sprinkler system is also installed), and seeding or sod to remainder of disturbed area of lot. Weather permitting, the trees, sod, and seed shall be planted before Certificates of Occupancy are issued for a lot. All required trees and sodding/seeding shall be provided within ninety (90) days after completion of the home/building construction or before a Certificate of Occupancy is issued for a house, whichever comes first. In the event that weather conditions prohibit the planting of trees and sodding/seeding, the Developer or Builder shall provide proof of escrow or financial security in the amount of \$300.00 per tree and \$2,000.00 for sodding/seeding of the property. All required trees and sodding/seeding shall be provided no later than October 1 of every year, unless an extension is granted by the City. Once the required trees have been planted, the City will release the security.

18. **Warranty.** The Developer warrants all work required to be performed by it against poor material and faulty workmanship. The warranty period for streets is one year. The warranty period for underground utilities is two years. The one-year warranty period on streets shall commence after the final wear course has been installed, the Final Project Punchlist has been completed, and the Development has been accepted by the City Council as documented in official City minutes. The two-year warranty period for underground utilities shall commence after all required testing has been completed and the bituminous base course pavement has been installed. Additionally, all trees grass and sod, shall be warranted to be alive, of good quality and disease free for twelve (12) months after planting. Any replacements shall be warranted for twelve (12) months from the time of planting. The Developer shall deliver a letter of credit (the “Warranty Letter of Credit”) or other security acceptable to the City in the amount of twenty-five (25%) of final certified construction costs to secure the warranties once the wear course has been installed. The City shall retain twenty-five percent (25%) of the security previously delivered by the Developer (the letter of credit provided pursuant to Section 6 above) until the Warranty Letter of Credit is furnished to the City or until the warranty period expires, whichever first occurs. The retainage may be used to pay for warranty work. The security shall not be released until the expiration of the warranty period, and if any claims shall be made within the warranty period, the security shall not be released until such claims have been resolved.

19. **Developers 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, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default, not less than 48 hours in advance, unless this agreement provides for greater notice. This Agreement 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. For this purpose, the Developer expressly waives any procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the property as provided herewith.

20. **City Engineering Administration and Construction Observation.** Developer will undertake and finish the required staking. The Developer shall pay a fee for engineering, administration and legal costs incurred by the City. City engineering and administration will include monitoring of construction, plat review, plan review, consultation with Developer and his engineer on status or problems regarding the project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing requests for reduction in security. Fees for this service shall be at standard hourly rates. Developer will provide a \$2,500.00 escrow plus payment of charges already on record incurred by the City, which is separate and in addition to any other escrow funds for this developer/development. The Developer shall pay for construction observation by the City’s consulting engineer. Construction observation shall include part or full time inspection and will be billed on standard hourly rates. Upon final inspection, if the inspector is satisfied that the work has been completed and the Developer has

fulfilled all of its obligations under the plans and specifications, the inspector will review the seeding and drainage facilities, and report to the City regarding the acceptance of such improvements. (Some seeding may be required under Section 11 for erosion control prior to final inspection.) Legal fees shall include drafting of this Development Agreement and other associated documents for this Development title review and advice and counseling with the City Engineer, City Administrator and City staff. In the event that work is performed on the Property by a consultant of the City, the City shall provide to Developer itemized billing statements showing the time spent, name of company performing the work, and a general description of the work performed.

21. Miscellaneous.

A. The Developer represents to the City that the plat complies with all City, County, Metropolitan, State and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. The Developer represents that all lots meet the minimum standards of the City's zoning ordinances unless otherwise stated in the variance granted with the preliminary plat approval. The Developer further represents to the City that all construction will be in accordance with City standards or applicable ordinances, regulations and policies. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

B. Third parties shall have no recourse against the City under this Agreement.

C. Breach of the terms of this Agreement or the conditions of the Resolution approving Final Plat by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

D. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is not for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

E. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

F. The Developer represents to the City to the best of its knowledge that the plat is not of "metropolitan significance" and that an environmental impact statement is not required. If the City or another governmental entity or agency determines that such a review is needed, however, the Developer shall prepare it in compliance with legal requirements so issued from the agency. The Developer shall reimburse the City for all expenses, including staff time and attorney's fees, the City incurs in assisting in preparation of the review.

G. 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 Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interest in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

H. Developer shall take out and maintain until six (6) months after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for the property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$1,000,000 for one person and \$2,000,000 for each occurrence; limits for property damage shall be not less than \$250,000 for each occurrence; or a combination single limit policy of \$1,000,000 or more. The City and consulting engineer shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given ten (10) days advance written notice of the cancellation of the insurance. The certificate may not contain any disclaimer for failure to give the required notice.

I. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, 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 the City and shall not be waiver of the right to exercise at any time thereafter any other right, power or remedy.

J. The Developer may not assign this Agreement without the prior written permission of the City Council, which permission shall not be unreasonably withheld. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

K. The Developer shall supply a copy of this Development Agreement to all Home Builders and persons who purchase lots from the Developer. The Developer will point out to purchasers their obligations regarding Erosion Control, Clean Up, and Landscaping described in Sections 11, 12, and 17 above. The terms and provisions of this Development Agreement, with the exception of Erosion Control, Clean Up and Landscaping described in Sections 11, 12, and 17 above shall not be binding upon the owners of an individual unit and shall not be deemed to run with the title of the individual unit of the development. This provision does not release any future developer or the developer's successors or assigns from the terms and provisions of this Development Agreement.

O. The Developer shall remove all debris from the development prior to the issuance of the first building permit.

P. The Developer will comply with all issues and directions of the City Engineer.

24. **Notices.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by registered mail at the following address:

Eric Vickaryous

Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by registered mail in care of the City Administrator at the following address:

St. Francis City Hall
23340 Cree Street N.W.
St. Francis, MN 55070
ATTN: City Administrator

22. **Completion.** The Developer shall notify the City when the construction of the Improvements has been completed. If the City determines in its sole and absolute discretion that (i) the improvements have been constructed in substantial conformity with the approved plans, (ii) the improvements are complete for purposes of issuing a certificate of occupancy, and (iii) all applicable warranty periods have expired, the City shall, in accordance with this Agreement, return all remaining deposits or securities held relating to the project. Upon the request of the Developer the City shall furnish to the Developer a Certificate of Completion certifying the completion of the project. Such Certificate of Completion shall be in recordable form. Developer shall reimburse City for the expense of legal and professional services in preparing the Certificate of Completion.

23. **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 any defect in the Subdivision. 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 intentional acts of misconduct or acts of gross negligence by the City. This indemnification shall survive the execution of any Certificate of Completion.

SIGNATURES APPEAR ON NEXT PAGE

**EXHIBIT A
LEGAL DESCRIPTION**

[Developer to provide], Anoka County, Minnesota

EXHIBIT B
DEVELOPMENT PLANS WITHIN PLAT OF
SERENITY OF SEELYE BROOK

To be added.

First Quarter Report 2024 St. Francis Police Department



The police department began 2024 by welcoming a new officer to the department. Officer Andrew Humann has made a great addition to the police department and is eager to serve the St. Francis Community.

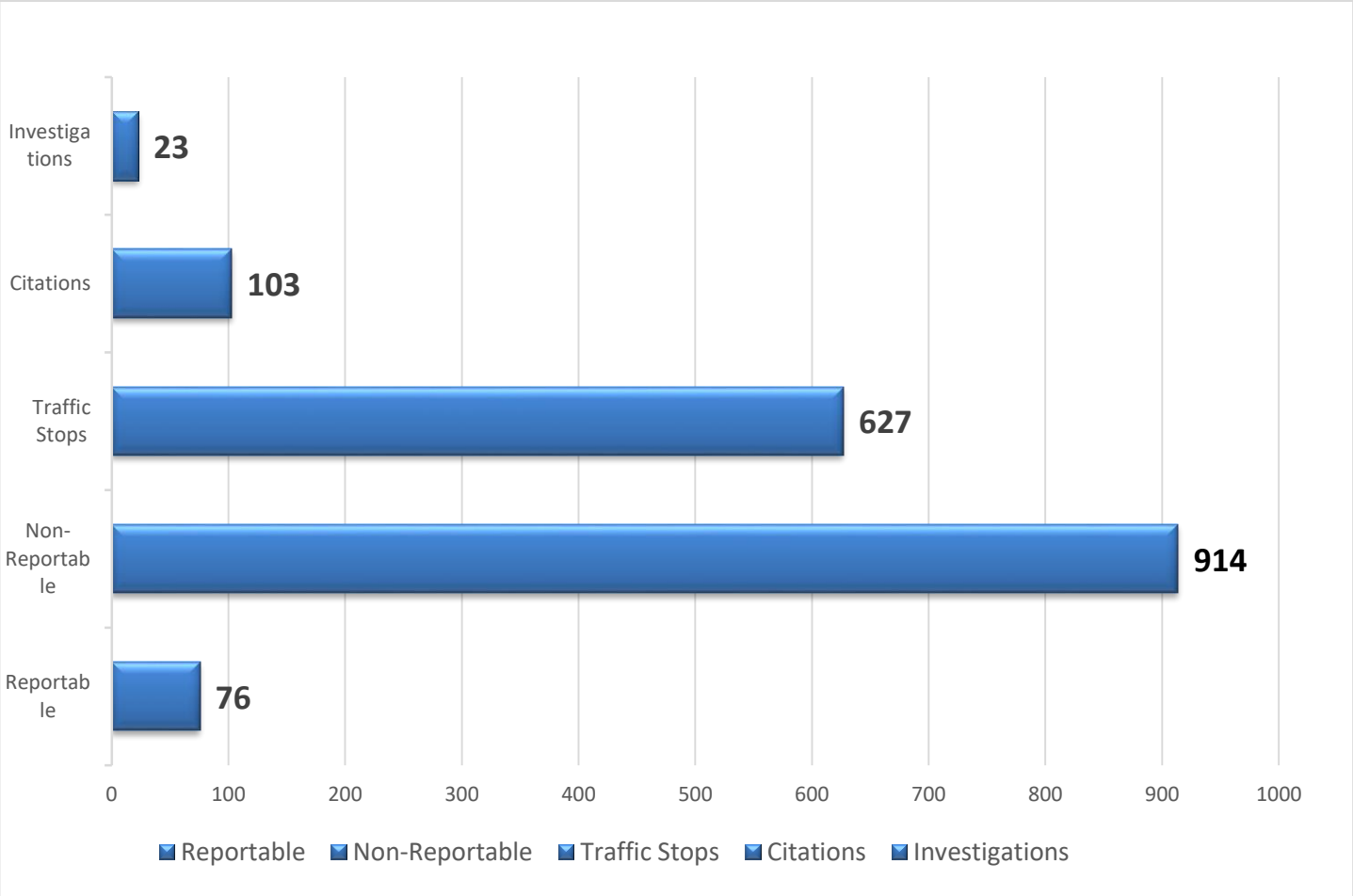
There were 76 Reportable offenses reported during the quarter which include incidents such as assaults, burglary, DWI, theft, and damage to property reports. There were also 914 Non-Reportable offenses during the quarter which include incidents such as vehicle crashes, alarms, various complaints and disputes, and medicals. Overall, there were a total of 1,617 offenses generated during the quarter which includes 627 traffic stops.

Department officers and staff are always busy training, and the first quarter of 2024 was no different. Officers and staff completed 143 hours of training during the quarter including Emergency Vehicle Operators Course (EVOC), Crimes Motivated by Bias, Use of Force Instructor, Mobile Field Force, and Active Shooter to name a few.

The St. Francis Police Department believes that a safe community takes all of us. It's so important to have a good relationship with members of the community which is why the police department remains passionate in our community outreach efforts. A Winning With Cops event was held in February at Tasty Pizza Bar and Bowl which had an outstanding turnout. Upcoming events include The Citizens Academy, Bike Rodeo, Cone with a Cop, Eddie Eagle, and National Night Out.

All members of the St. Francis Police Department continue to work hard and dedicate themselves to this department and community and as always want to thank the City Council for their continued support.

CALLS FOR SERVICE - FIRST QUARTER January 1 – March 31, 2024



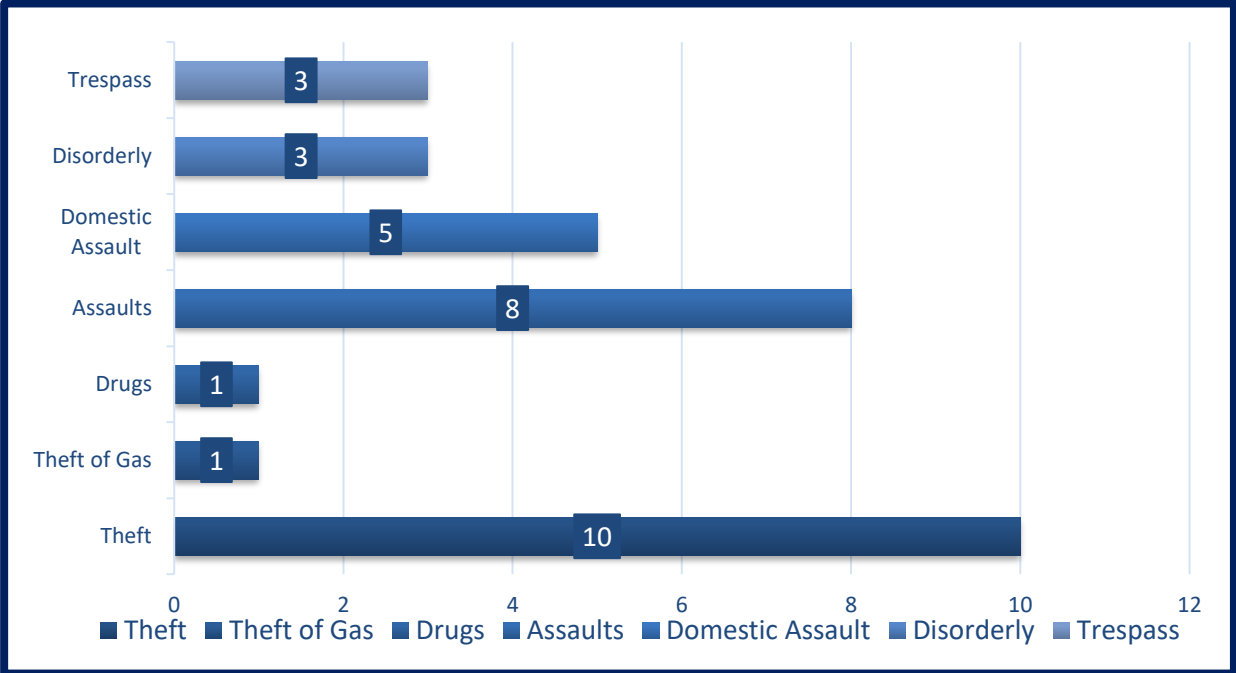
DESCRIPTION EXAMPLES

Reportable Crimes: Theft, Fraud, Damage to Property, Burglary, DWI & Assaults etc.

Non-Reportable: Suspicious Activity, Vehicle Lockouts, Animal Complaints, Welfare Checks, Accidents, Alarms, Medical, Parking Complaints, MV Complaints, Warrant Arrests, Neighborhood Disputes, Extra Patrol Requests etc.

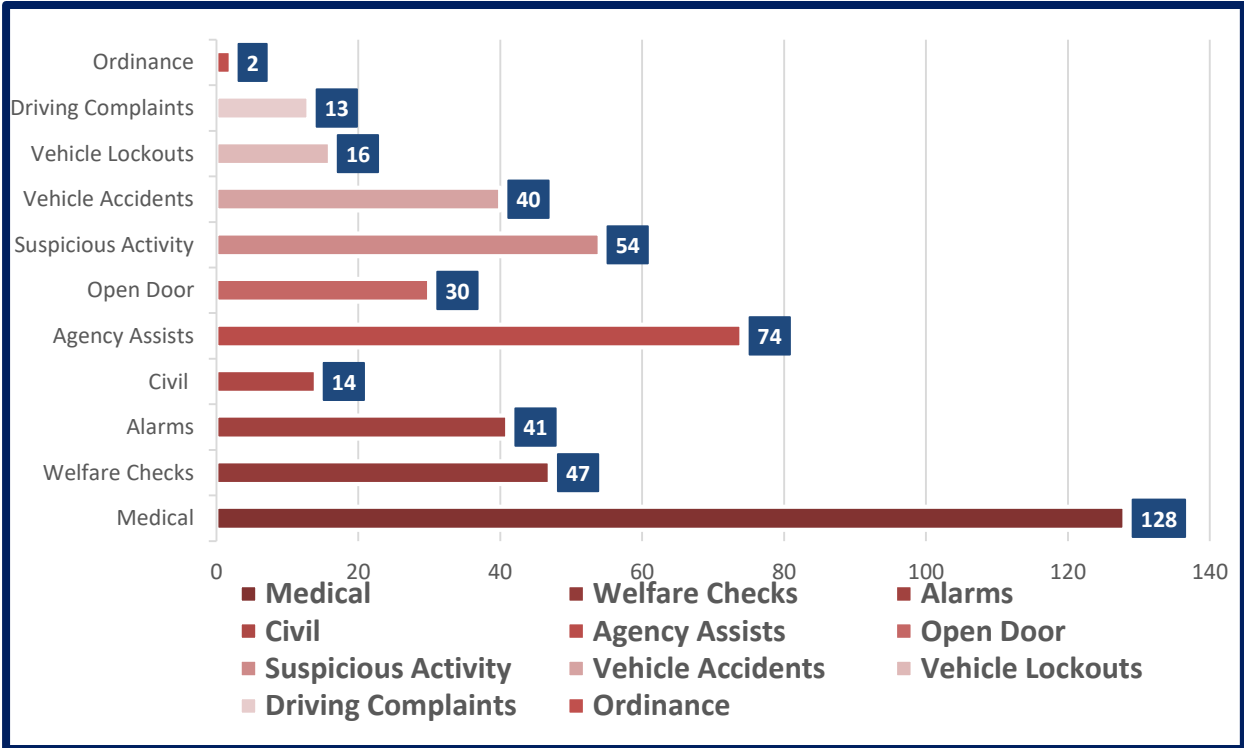
CALLS FOR SERVICE BREAK DOWN REPORTABLE OFFENSES

(Not all Reportable Offenses are represented)



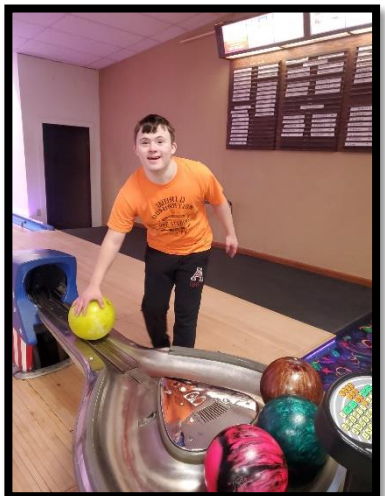
CALLS FOR SERVICE BREAK DOWN NON-REPORTABLE OFFENSES

(Not all Non-Reportable Offenses are represented)



WINNING WITH COPS

*This event is for special needs children and parents or staff.
Next event will be later this year.*





UPCOMING EVENTS-2024

CITIZENS ACADEMY

April 11, 18, 25 / May 2,9,16
6PM – 8:30PM

St. Francis Police Department

This program offers citizens an inside look at the St. Francis Police Department’s operations. There is a wide spectrum of topics covered.

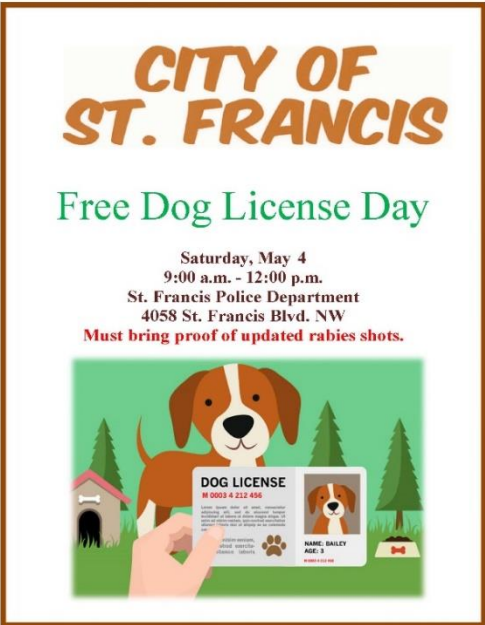


DRUG TAKE BACK DAY

April 27, 10AM-2PM

St. Francis Police Dept. Lobby

The Drug Enforcement Administration (DEA) sponsors two Take Back Days each year. These national events are an opportunity for community members to safely dispose of unused, unneeded, or expired prescription drugs at community events organized with local law enforcement.



FREE DOG LICENSE DAY

May 4, 9AM – 12PM



8th Annual Bike Rodeo



The St. Francis Police Department

Thursday June 6th 5-7 PM

4058 St. Francis Blvd NW- St. Francis



A Chance to win a 

A Chance to Win a Tie Die Bike Safety T-Shirt
Free Giveaway Bags

*** Free Hotdogs, Chips & Water**

Safety Tips * Fire Trucks * Squad Cars

Drive the Bike Course
- (Helmets required)



CONE WITH A COP **AUGUST 22, 4PM -6PM**

This program gives kids an opportunity to visit with members of the police department and cool off with a free ice cream cone.



NATIONAL NIGHT OUT **AUGUST 6, 5PM-7:30PM**



SERVICES

PRESCRIPTION DRUG DISPOSAL

The St. Francis Police Department is one of many sites that unused prescription drugs can be dropped off as part of the "Prescription Drug Take Back Program". This gives community members an opportunity to bring unwanted or expired prescription medications to be disposed of in a way that is safer for the environment. The department aims to provide a safe means of disposing of prescription drugs, while also educating the public about the potential for abuse of medications.

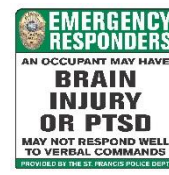
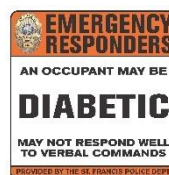
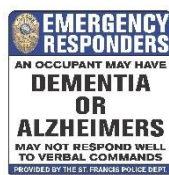


AMMUNITION DISPOSAL

The St. Francis Police Department also continues to accept unwanted ammunition from the public for disposal. Many residents have ammunition that they no longer wish to keep and are often unsure how to dispose of it. Sometimes people encounter ammunition while assisting a family member move or while just cleaning out the garage or basement. Whatever the case may be, the police department can assist with the safe disposal of the unwanted ammunition.



EMERGENCY RESPONSE STICKER PROGRAM

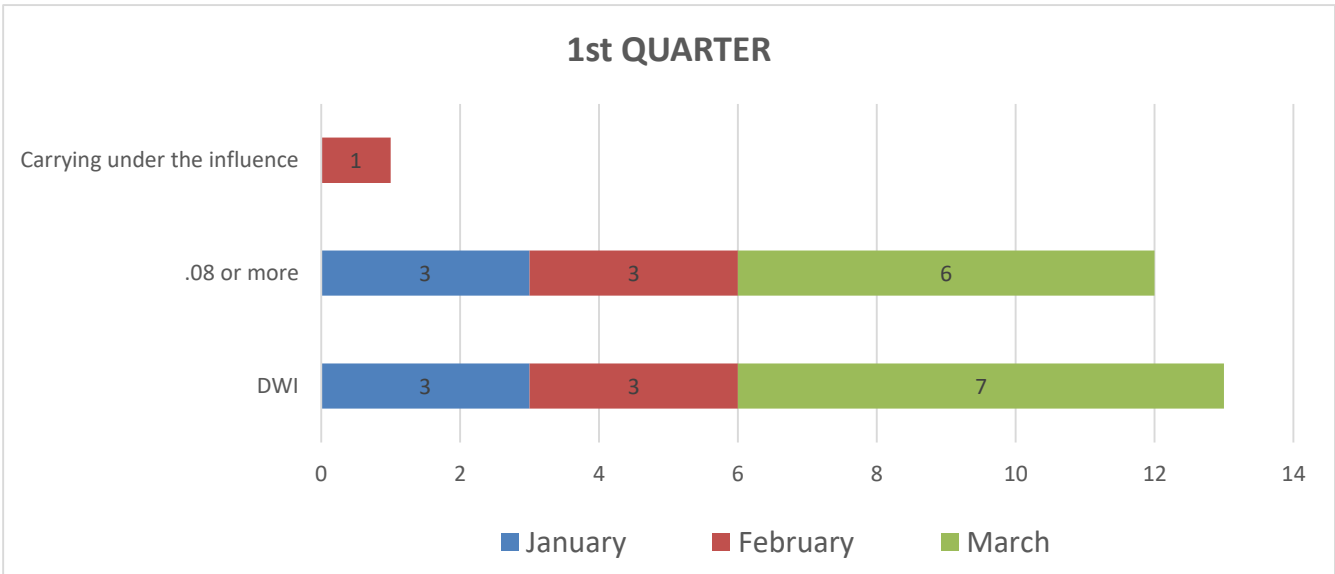


We have an Emergency Response Decal Program. The reason behind the program is to assist police in responding to certain calls for service. These decals will help to know who we could possibly be dealing with, and to assist them with the correct treatment or care. This will also help officers pass along useful information obtained from the decals to the responding paramedics and fire departments.



TOWARD ZERO DEATHS

WHAT IS THE MINNESOTA TOWARD ZERO DEATHS PROGRAM? Minnesota TZD is the state’s cornerstone traffic safety program that employs an interdisciplinary approach to reducing traffic crashes, injuries, and deaths on Minnesota roads. The program’s vision is to reduce fatalities and serious injuries to zero. The program is a partnership between the Minnesota Departments of Public Safety, Transportation, and Health; the University of Minnesota; and other stakeholders.



TRAFFIC NEWS:

Statewide we are at 81 traffic fatalities vs 49 this time last year.

CITATION BREAK DOWN:

- 27 - driving without a valid license.
- 17 - for speeding
- 2 - use of wireless device
- 79 - for other offenses

MONTHLY COMPARISON REPORT 2021-2024

March



ST. FRANCIS
FIRE & RESCUE

