



CITY COUNCIL REGULAR MEETING

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

Monday, August 05, 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 - July 15, 2024

B. Authorization Not to Waive Statutory Liability Limits

C. DNR Realf Grant Project – Pay Estimate No. 1

D. Police Department Policy Manual

E. Withdraw Contingent Offer Part-Time Firefighter

F. City Hall / Fire Station Appliances

G. City Hall Fire Station Furniture

H. Authorization to Purchase Mobile Radio

I. Acknowledgement to Conduct a Raffle

J. Change Orders – City Hall / Fire Station Project

K. Turtle Ponds Revised Development Agreement

L. Payment of Claims

5. MEETING OPEN TO THE PUBLIC

6. SPECIAL BUSINESS

7. PUBLIC HEARING

A. CIP 2025-2029 Hearing and Approval

B. Rivers Edge 7th Addition

Ordinance 332 amending the Rivers Edge Planned Unit Development - First Reading

Resolution 2024-28 vacating the drainage and utility easement over Outlot D 2nd Addition of the Rivers Edge subdivision

Resolution 2024-29 approving the final plat and plans for the 7th addition of the Rivers Edge subdivision

Development Agreement for Rivers Edge 7th Addition

8. OLD BUSINESS

9. NEW BUSINESS

A. 3503 Bridge Street Concept Review

10. MEETING OPEN TO THE PUBLIC

11. REPORTS

A. Fire Department Monthly Report - June

[B.](#) Public Works Quarterly Report - 2nd Quarter

12. COUNCIL MEMBER REPORTS

13. UPCOMING EVENTS

August 06 - National Night Out - 5:00 pm - 7:30 pm
August 08 - KARE 11 Sunrise - Dakotah Lindworm Celebration 2024 Olympics
August 12 - City Council Work Session
August 13 - Safe at Home Program - 4:00 - 6:00 pm
August 19 - City Council Meeting
August 21 - Planning Commission Meeting - 7:00 pm
August 22 - Cone with a Cop - 4:00 pm - 6:00 pm

14. CLOSED MEETING

Move into closed meeting pursuant to Minn. Stat. 13D.03, Subd. 1(b), for the purposes of considering strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals.

15. ADJOURNMENT

Councilmember Crystal Kreklow will attend via zoom from:
200 N Janesville St Milton WI 53563

Join Zoom Meeting

<https://us02web.zoom.us/j/89004129502?pwd=dcsoGX4JDjfRqEPVvlbXbCQzkWXT5y.1>

Meeting ID: 890 0412 9502

Passcode: 8uZdJn

One tap mobile

+13092053325,,89004129502#,,,,*568263# US

+13126266799,,89004129502#,,,,*568263# US (Chicago)

Dial by your location

- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 931 3860 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)

Meeting ID: 890 0412 9502

Passcode: 568263

Find your local number: <https://us02web.zoom.us/j/89004129502>

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA

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

July 15, 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 Kevin Robinson, Crystal Kreklow, and Sarah Udvig.

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

3. APPROVAL OF AGENDA

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

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

Nays: None

Motion carries: 4-0

4. CONSENT AGENDA

- A. City Council Minutes - July 1, 2024
- B. City Council Work Session Minutes - July 1, 2024
- C. City Council Work Session Minutes - June 24, 2024
- D. Stahl Construction – Pay Applications No. 10 – Labor & Material
- E. Police Department Policy Manual
- F. City Hall/Fire Station Drainage Basin Fencing
- G. Routine sewer system cleaning (Jetting) and Televising
- H. Appointment of Election Judges
- I. Payment of Claims

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

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

Nays: None

Motion carries: 4-0

5. MEETING OPEN TO THE PUBLIC

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

6. SPECIAL BUSINESS - NONE

7. PUBLIC HEARINGS - NONE

8. OLD BUSINESS - NONE

9. NEW BUSINESS

A. Compensation Study

City Administrator Thunstrom reviewed the Staff report in regard to the proposal for a compensation study from Abdo.

Udvig noted that she believes that the City is at a point where they need to catch up with the compensation of surrounding cities and that this study will be very beneficial.

Robinson asked if there are other cities in the area that also do not have updated compensation studies. Thunstrom explained that several cities are currently going through a compensation study or have just completed one within the last few years. She noted that with the changes from COVID-19, a lot of cities realized that a compensation study was necessary.

Robinson asked if other cities have paid a similar price for their compensation studies. Thunstrom shared that she knows there is another firm that offers these services that is more costly; however, she did not compare the costs of all firms who offer this kind of service. He added that the cost varies depending on the amount of positions that are being included in the study.

Robinson asked if the League of Minnesota Cities has any guidelines for this. He asked what guidelines they used for hiring over the past few years if they did not have an updated compensation study at that time. Thunstrom shared that the League of Minnesota Cities does provide some baseline data; however, it is typically about 18 months behind. She noted that they are able to see where things are trending based on the Leagues data. She added that they have not been hiring anyone with Step 1 as it is not within the market range. She noted that the data from the study will be based on similar sized cities. She said this study will have several moving components.

Robinson asked if any of the City's current salaries are competitive with the market or if they think all are behind. Thunstrom stated that she did a comparison to other cities 2022 numbers, and she found that there are a handful of positions that are right where they should be. She shared that where she sees the greatest

deficiencies is with the later steps as someone moves up within their position. She added that she does not think the differences found in the study will be drastic.

Robinson asked how long the compensation study will remain relevant. Thunstrom said they typically last around five to 10 years. She suggested that they start budgeting for a compensation study every 10 years to make sure they are staying competitive.

Robinson asked if this study will take benefits into consideration as well as salaries. Thunstrom stated they will review benefits as a part of this as well.

Robinson asked if the study also takes into consideration those working from home and the benefits that remote jobs have. Thunstrom explained that they did not discuss this with Abdo as a majority of City employees cannot work at home. She noted that there are a handful of employees in Administration that have some flexibility with their role.

Robinson asked if the proposed amount of \$16,300 is the whole amount they will be paying for the study or if it could end up costing more than this. Thunstrom stated that Adbo is not to exceed the \$16,300 budget set.

Mayor Muehlbauer agreed that they are behind on this and the study will be beneficial.

MOTION BY: KREKLOW SECOND: ROBINSON APPROVING THE COMPENSATION STUDY.

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

Nays: None

Motion carries: 4-0

10. MEETING OPEN TO THE PUBLIC - NONE

11. REPORTS

A. Police Department Quarterly Report - 2nd Quarter

Police Chief Schwieger reviewed the quarterly report for the Police Department. He shared that calls for service were up for the quarter, along with increases in drug offenses, domestic assaults, and thefts. He added that traffic stops were also up for the quarter. He shared that officers participated in many Toward Zero Death events throughout the quarter. He noted that the Police Department was very active with different types of training during the quarter, completing 176 hours of training. He shared that they held their annual award ceremony in April where several officers and Staff received awards for actions taken in 2023. He added that they also hosted many community events, including the Citizens Academy, the Bike Rodeo, and Free Dog License Day. He noted that they have a number of events scheduled for the rest of the year, including the National Night Out, Cone with a Cop and Santa at the Police Department.

The Council thanked Schwieger for his report and the great work from him and his Staff.

Robinson asked if they have been seeing a lot more drug use in their DWIs. Schwieger explained that they are seeing a consistent number of drug stops for DWIs.

Robinson asked if they are still seeing most of their traffic stops be for people who are passing through town rather than St. Francis residents. Schwieger said yes and noted that a majority of drivers stopped in these traffic stops are visitors to town.

Kreklow shared great appreciation for the Police Department for their help in handling a situation where her daughter was being followed home from work.

Mayor Muehlbauer shared that it is great to see the number of great community events that are held by the Police Department.

12. COUNCIL MEMBER REPORTS

The Council shared the meetings and events they attended in the past few weeks, as well as highlighting upcoming events.

Robinson asked how the building meetings are going for the new City Hall Fire Station. Thunstrom shared that the building process is going very well. She noted that the unexpected storms have caused some issues with the project but they are still looking at substantial completion of the building by the end of October. She shared that she will be bringing forward requests for furniture and appliances to the Council shortly.

Robinson asked how they are doing budget wise for this project. Thunstrom stated that the furniture costs are more than they had anticipated so they have been getting creative to find ways to lessen this amount. She explained that they are working with three different furniture vendors to keep this price as low as possible. She shared that they are getting good bids on the fire equipment. She noted that everything is at or below budget.

Robinson asked if the auction has already taken place for the Rum River Inn. Thunstrom shared that the foreclosure auction took place back in December and has now gone through its redemption period. She noted that she has talked to a realtor who is working on getting the property listed. She added that they are working with Code Enforcement to get the property cleaned up.

Robinson asked if they are working with a lender in terms of the Code Enforcement request. Thunstrom stated that it is an asset manager and they have been sending letters letting them know that the property needs to be mowed and taken care of.

Robinson asked if there are any updates on the Highway 47 project. Thunstrom explained that they are waiting for the Met Council to formally announce the grant for this project. She shared that they have been told that they are getting \$7,000,000 in federal funds. She noted that she had an extensive conversation with MnDOT on who is going to be doing the pre-design and engineering for the project. She added that their appropriations request is still on the floor and is stuck in the legislative process. She said there is a lot of waiting going on.

Mayor Muehlbauer welcomed Jessica Rieland as the City's new Community Development Director. He shared that he is praying for everyone who was involved in the shooting at the Trump Rally in Pennsylvania this weekend.

13. UPCOMING EVENTS

- July 17 - Planning Commission Meeting @ 7:00 pm
- July 20 - Recycling Event @ 8:00 am - 12:00 pm
- July 29 - City Council Special Meeting - Council Vacancy
- August 5 - City Council Meeting @ 6:00 pm
- August 6 - National Night Out
- August 13 - Election Day - State Primary Election
- August 19 - City Council Meeting @ 6:00 pm
- August 21 - Planning Commission Meeting @ 7:00 pm
- August 22 - Cone with a Cop

14. ADJOURNMENT

MOTION BY: UDVIG SECOND: KREKLOW TO ADJOURN THE MEETING.

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

Nays: None

Motion carries: 4-0

There being no further business, Mayor Muehlbauer adjourned the regular City Council at 6:29 p.m.

Jennifer Wida, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Authorization Not to Waive Statutory Liability Limits
DATE: August 5, 2024

OVERVIEW:

Historically, the city has chosen to not waive the statutory liability limits. Waiving the statutory limit would likely increase premiums.

Per the League:

Cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust must decide whether or not to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not to waive the statutory limits has the following effects:

1. *If the city does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000. on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether or not the city purchases the optional excess liability coverage.
2. *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$2,000,000 for a single occurrence. (Under this option, the tort cap liability limits are waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2 million.) The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
3. *If the city waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision. This decision must be made by the city council. Cities purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage. For further information, contact LMCIT. You may also wish to discuss these issues with your city attorney. Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

ACTION TO BE CONSIDERED:

Motion to Not Waive Statutory liability limits.

BUDGET IMPLICATION:

Insurance premiums are budgeted for each year with the limits not waived.

Attachments:

- Liability Coverage Waiver Form-2024.



LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. Email completed form to your city's underwriter, to pstech@lmc.org, or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary. The decision has the following effects:

- If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
• If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
• If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: _____

City of St. Francis

Check one:

[X] The member DOES NOT WAIVE the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

[] The member WAIVES the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: August 5, 2024

Signature: _____

Position: Finance Director



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: DNR Realf Grant Project – Pay Estimate No. 1
DATE: August 5, 2024

OVERVIEW:

Attached is Pay Estimate No. 1 for the DNR Releaf Grant Project. This project included planting 117 new trees and removing 104 trees. This project is being funded by a grant received by the Minnesota Department of Natural Resources. This pay estimate includes payment for all work completed to date less a 5 percent retainage. The original contract amount for this project was \$123,000.00. This estimate recommends payment of \$111,007.50. The payment is summarized by funding source below.

ACTION TO BE CONSIDERED:

Consider approval of Pay Estimate No. 1 for the DNR Releaf Grant Project.

BUDGET IMPLICATION:

This project is being funded by a grant received by the Minnesota Department of Natural Resources.

Attachments:

- Pay Estimate No. 1

Contractor's Application for Payment No.

1

To (Owner):	City of St. Francis	Application Period:	Through July 29, 2024	Application Date:	July 29, 2024
Project:	DNR Releaf Grant	From (Contractor):	Rivard Companies, Inc.	Via (Engineer):	Hakanson Anderson

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS	\$0.00	

1. ORIGINAL CONTRACT PRICE.....	\$	\$123,000.00
2. Net change by Change Orders.....	\$	\$0.00
3. Current Contract Price (Line 1 ± 2).....	\$	\$123,000.00
4. TOTAL COMPLETED AND STORED TO DATE	\$	\$116,850.00
5. RETAINAGE:	\$	
a. 5% X Work Completed.....	\$	\$5,842.50
b. 0% X Stored Material.....	\$	\$0.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$5,842.50
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$111,007.50
7. LESS PREVIOUS PAYMENTS.....	\$	
8. AMOUNT DUE THIS APPLICATION.....	\$	\$111,007.50

Contractor's Certification

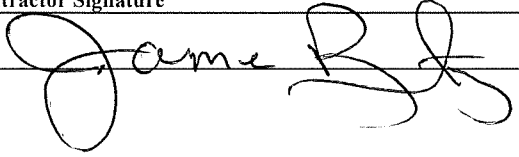
The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

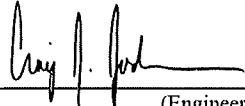
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 7/30/24

ENGINEER: HAKANSON ANDERSON

Certification: We recommend payment for work and quantites shown.

 7/29/24

 (Engineer) Date

OWNER: CITY OF ST. FRANCIS

 (Owner) Date

**PAY ESTIMATE #1
City of St. Francis
DNR Releaf Grant**

Agenda Item # 4C.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	TREE PLANTING AND REMOVAL	1	LUMP SUM	\$ 123,000.00	\$ 123,000.00	0.95	\$ 116,850.00
Total					<u>\$ 123,000.00</u>		<u>\$ 116,850.00</u>



CITY COUNCIL AGENDA REPORT

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

OVERVIEW:

The St. Francis Police Department has adopted Lexipol policy 802-Evidence Room, 1006-Drug and Alcohol Free Workplace, 1101-Detention Facility, 1015-Commendations and Awards.

ACTION TO BE CONSIDERED:

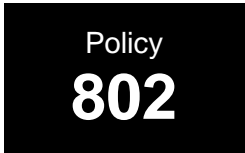
St. Francis City Council to review and approve St. Francis Police Department policies 802, 1006, 1101, and 1015.

BUDGET IMPLICATION:

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

Attachments:

- Police Department Policies
 - 802-Evidence Room
 - 1006- Drug and Alcohol Free Workplace
 - 1101-Detention Facility
 - 1015-Commendations and Awards.



Evidence Room

802.1 PURPOSE AND SCOPE

This policy provides for the proper collection, storage and security of evidence and other property. Additionally, this policy provides for the protection of the chain of evidence and those persons authorized to remove and/or destroy property. Property belonging to persons in custody should be handled pursuant to policies guiding Juvenile Temporary Custody, Temporary Holding Facility, Jail Operations, and the operations procedures for each facility or operation.

802.1.1 EVIDENCE ROOM SECURITY

The Evidence Room shall maintain secure storage and control of all property necessitating custody by the Department. The Evidence Technician is responsible for the security of the Evidence Room. Only authorized personnel have access to the evidence room which include the Evidence Technician and the Chief of Police. Authorized personnel must accompany all others.

802.2 DEFINITIONS

Property - Includes all items of evidence, items taken for safekeeping and found property. Any physical item(s) coming into the possession of any member of the department which have monetary value or worth.

Evidence - Includes items taken or recovered in the course of an investigation that may be used in the prosecution of a case. This includes photographs and latent fingerprints.

Evidence Technician - Manages and maintains the everyday functions of the evidence room to include; processing of property and evidence from intake lockers to evidence room, release of property and evidence, coordinate the sale of property at public auction or the destruction of property and evidence when such items are no longer needed for court proceedings. The Evidence Technician will also maintain the supplies needed for the evidence and processing areas.

Evidence Room - The secured room where all the property and evidence is processed from the intake lockers to storage. Only authorized personnel have access. Authorized personnel must accompany all others.

Property Room - An unsecured room where small items may be kept until claimed by the owner of the property.

Safekeeping - Includes the following types of property:

- Property obtained by the Department for safekeeping, such as a firearm.
- Personal property of an arrestee not taken as evidence.
- Property taken for safekeeping under authority of a law.

Found Property - Includes property found by an employee or citizen that has no apparent evidentiary value and where the owner cannot be readily identified or contacted.

802.3 PROPERTY HANDLING

Any employee who first comes into possession of any property shall retain such property in their possession until it is properly tagged and placed in the designated property locker or storage room, along with the property form. Care shall be taken to maintain the chain of custody for all evidence.

Any property seized by an officer with or without a warrant shall be safely kept for as long as necessary for the purpose of being produced as evidence (Minn. Stat. § 626.04 (a)). Seized property held as evidence shall be returned to its rightful owner unless subject to lawful detention or ordered destroyed or otherwise disposed of by the court (Minn. Stat. § 626.04 (b) and Minn. Stat. § 629.361).

An officer arresting a person for committing or aiding in committing a robbery, carjacking, or theft offense shall use reasonable diligence to secure the property that was alleged to have been stolen and shall be answerable for it while it remains in the officer's custody (Minn. Stat. § 629.361).

Where ownership can be established as to found property that has no apparent evidentiary value, such property may be released to the owner without the need for booking. The property documentation must be completed to document the release of property not booked. The owner shall sign the documentation acknowledging receipt of the items.

802.3.1 PROPERTY BOOKING PROCEDURE

All property must be booked prior to the employee going off-duty. Employees booking property shall observe the following guidelines:

- (a) Complete the property form describing each item of property separately, listing all serial numbers, owner's name, finder's name and other identifying information or markings.
- (b) Items should be individually packaged or tagged and marked with the case number, initials, and date.
- (c) The original property documentation shall be submitted with the case report. Copies shall be placed with the property in a temporary evidence room locker or with the property if it is stored somewhere other than a temporary evidence room locker.
- (d) When the property is too large to be placed in a temporary evidence room locker, the item may be temporarily stored in any other location that can be secured from unauthorized entry. The location shall be secured and a completed property form placed with the property.
- (e) Other small-scale property (cell phones, wallets, etc.) that are found or turned into the St. Francis Police Department can be kept in the property room. A property form should be completed as accurately and completely as possible and placed with the property.

Chain of evidence - If evidence changes hands before it is secured in an evidence room locker or other secure location (i.e. at the scene, releasing evidence to another agency, or returning to

owner), it shall be recorded on the chain of custody section of the property form and documented in the officer's report. Once secure in the evidence room locker or other secure location, the Evidence Technician will be responsible for chain of custody and property or evidence release.

802.3.2 CONTROLLED SUBSTANCES

All controlled substances shall be booked separately using a separate property record. Drug paraphernalia shall also be booked separately.

The officer seizing the narcotics and dangerous drugs shall place them into a temporary evidence locker following property booking procedures.

802.3.3 EXPLOSIVES

Officers who encounter a suspected explosive device shall promptly notify the immediate supervisor. The Bomb Squad will be called to handle explosive-related incidents and will be responsible for the handling, storage, sampling and disposal of all suspected explosives.

Explosives will not be retained in the police facility. Only fireworks that are considered stable and safe and road flares or similar signaling devices may be booked into property. All such items shall be stored in proper containers and in an area designated for the storage of flammable materials. The Evidence Technician or designee is responsible for transporting any fireworks or signaling devices not held as evidence to the designated facility for disposal.

802.3.4 EXCEPTIONAL HANDLING

Certain property items require a separate process. The following items shall be processed in the described manner:

- (a) Bodily fluids such as blood or semen stains shall be air-dried prior to booking.
- (b) License plates found not to be stolen or connected with a known crime, should be placed in the designated container for disposal. No formal property booking process is required.
- (c) All bicycles and bicycle frames require a property record. Property tags will be securely attached to each bicycle or bicycle frame and the original property documentation shall be submitted with case report. The property shall be placed in the bicycle storage area until a property and evidence technician can log the property.
- (d) All cash shall be counted in the presence of another officer and the envelope initialed by both officers. A supervisor shall be contacted for cash in excess of \$1,000. The supervisor shall also witness the count, and will initial and date the property documentation and specify any additional security procedures to be used.
- (e) All evidence collected by personnel processing a crime scene requiring specific storage requirements pursuant to laboratory procedures should clearly indicate storage requirements on the property form.

City property, unless connected to a known criminal case, should be released directly to the appropriate City department. No formal booking is required. In cases where no responsible person can be located, the property should be booked for safekeeping in the normal manner.

802.3.5 COURT-ORDERED FIREARM SURRENDERS

(a) Although not required, this department generally will accept firearms surrendered by an abusing party or defendant pursuant to a court order. A decision to refuse a surrendered firearm should be approved by a supervisor (Minn. Stat. § 260C.201, Subd. 3; Minn. Stat. § 518B.01, Subd. 6; Minn. Stat. § 609.2242, Subd. 3; Minn. Stat. § 609.749, Subd. 8).

(b) Members accepting surrendered firearms should complete a standardized Firearms Proof of Transfer form, if available. If a standard form is not available, use an Evidence/ Property form and include the following information:

1. Whether the firearm is being transferred temporarily or permanently
2. The abusing party or defendant's name
3. The date and time of the transfer
4. Complete description of all firearms surrendered (e.g., make, model, serial number, color, identifying marks)

(c) In certain circumstances, a court may issue an order for the immediate transfer of firearms of an abusing party or defendant.

1. SFPD may serve the court order either by assignment or when an officer comes into contact with an abusing party or defendant for which a court order has been issued but has not been served, or for which they are in violation. In such cases, if there are firearms that may be lawfully seized, they should be seized and submitted to the Evidence Room pursuant to standard protocol.
2. If the abusing party or defendant is not cooperative, seek guidance from legal counsel to ensure that firearms are seized lawfully.
3. Permits possessed by the abusing party or defendant should be returned to the Sheriff where the person resides.

(d) The Evidence Room shall develop and maintain a process to store, transfer or release firearms ordered surrendered by a court. The procedures shall:

1. Provide for adequate storage and protection so as to preserve the condition of the firearms.
2. Require a valid court order or written notice from the abusing party or defendant to be presented before any transfer of the firearms.
3. Ensure that recipients of transferred firearms are not legally prohibited from possession of firearms under state or federal law.
4. Ensure that proper affidavits or proof of transfer are obtained from any designated firearms dealer or third party.
5. Ensure that prior to disposition of unclaimed firearms, abusing parties or defendants are notified via certified mail.

802.4 PACKAGING OF PROPERTY

Packaging will conform to the Property Packaging Procedures as follows:

- (a) Each type of property must be packaged in a bag or container or affixed with a label or tag and itemized by a number that corresponds with the item number listed on the property form.
- (b) All evidence should be sealed in such a manner that they cannot be opened without breaking the seal. Once the seal has been affixed to the container, the officer should write the date, their initials on the seal, across the sealed flap.
- (c) Brown paper, clear plastic, cardboard, glass and plastic containers are supplied in the property room. Brown paper bags should be used when packaging clothing that contains blood, bodily fluids or other physical evidence.
- (d) Evidence which may be considered a biohazard such as syringes, needles, clothing with blood or bodily fluids on them, shall also be labeled with biohazard tape on its packaging. Syringes and needles shall be packaged in a "Sharps" container before being secured into evidence. All items containing biohazards shall be disposed of in the biohazard "waste" container after such items are no longer needed for court proceedings.
- (e) Fluids (alcohol, etc) - A sample from an open container will be placed into a small sample container and sealed. The remainder of the fluid should be dumped out. The original container and sealed sample container will be put into an evidence bag and the bag properly marked and sealed with evidence tape.
- (f) Digital evidence - CDs, DVDs or other media storage devices that contain evidentiary data shall be transferred and uploaded into the proper icrimefighter folder.
- (g) Firearms - (ensure they are unloaded and booked separately from ammunition). If CSU was not utilized, photograph where found, collect while wearing gloves, document make, model, serial number, caliber and place in a firearm evidence box. Secure to box with zip ties.

802.4.1 PACKAGING CONTAINER

Employees shall package all property in a suitable container or evidence bag available for its size. Knife boxes should be used to package knives, handgun boxes should be used for handguns and syringe tubes should be used to package syringes and needles.

802.4.2 PACKAGING CONTROLLED SUBSTANCES

The officer seizing controlled substances shall retain such property in his/her possession until it is properly weighed, packaged, tagged and placed in the designated temporary evidence locker, accompanied by copies of the property form. Prior to packaging and if the quantity allows, a presumptive test should be made on all suspected controlled substances. If conducted, the results of this test shall be included in the officer's report.

Controlled substances shall be packaged in an evidence bag of appropriate size, available in the property room. The booking officer shall initial the sealed bag. Controlled substances shall not be packaged with other property.

The booking officer shall weigh the suspected narcotics or dangerous drugs in the container in which it was seized. A full description of the item, along with packaging and total weight of the item as seized, will be placed in the case report and on the property form. After packaging and sealing as required, the entire package will be weighed and the Gross Package Weight (GPW) will be written on the outside of the package, initialed and dated by the packaging officer.

The GPW will be verified every time the package is checked in or out of the Evidence Room and any discrepancies noted on the outside of the package. Any change in weight should be immediately reported to the supervisor.

802.4.3 RIGHT OF REFUSAL

The Evidence Technician has the right to refuse any piece of property that is not properly documented or packaged. Should the Evidence Technician refuse an item, he/she shall maintain secure custody of the item in a temporary property locker and inform the supervisor of the submitting officer.

802.5 RECORDING OF PROPERTY

The Evidence Technician receiving custody of evidence or property shall record his/her signature, date the property was received and where the property will be stored on the property form. The property form will be the permanent record for the property in the evidence room.

802.6 PROPERTY CONTROL

Each time the Evidence Technician receives property or releases property to another person, he/she shall enter this information on the property form. Officers desiring property for court shall contact the Evidence Technician at least one day prior to the court day.

802.6.1 TRANSFER OF EVIDENCE TO CRIME LABORATORY

The Evidence Technician is responsible for the transfer of evidence to the crime laboratory. The transfer of evidence shall be recorded on the property form and all appropriate lab forms completed in accordance with crime laboratory regulations.

802.6.2 STATUS OF PROPERTY

Temporary release of property to officers for investigative purposes, or for court, shall be noted on the property form, stating the date, time and to whom it was released.

The Evidence Technician shall obtain the signature of the person to whom property was released, and the reason for release. Any employee receiving property shall be responsible for such property until it is properly returned to property or properly released to another authorized person or entity.

The return of the property should be recorded on the property form, indicating date, time and the person who returned the property.

Property/evidence may be returned/released/destroyed if a disposition from the criminal courts has been determined and there are no appeals in the case. All felony and gross misdemeanor

cases will be held until 90 days has expired since the date of sentencing, and 30 days from the date for misdemeanors. (Rules of Criminal Procedure 28.02 Sub. 4)

802.6.3 AUTHORITY TO RELEASE PROPERTY

The Evidence Technician shall authorize the disposition or release of all evidence and property coming into the care and custody of the Department.

Property held as evidence for a pending criminal investigation or proceeding shall be retained for a period of time no less than that required pursuant to Minn. Stat. § 628.26.

For property in custody of the Department for investigatory or prosecutorial purposes and owned by a victim or witness, the Evidence Technician shall, upon the request of the owner:

- (a) Provide a list describing the property unless such release would seriously impede an investigation.
- (b) Return the property expeditiously unless the property is required as evidence.

Upon the direction of a prosecuting attorney, property held as evidence of a crime may be photographed and released to the owner of the property in accordance with the requirements of Minn. Stat. § 609.523.

802.6.4 RELEASE OF PROPERTY

Members releasing property should return property when proof of ownership exists and the owner has a legal right to possess the property. The owner shall also pay any costs incurred by the agency, including costs for advertising or storage.

Whenever possible, a photo ID or proper form of identification shall be provided by the owner/claimant when property is released. A photocopy of the person's identification should be made and attached to the file. A signature by the owner/claimant shall be provided on the property form when property is released and the signed sheet scanned by office personnel and added to the case file. If some items of property have not been released, the property form will remain with the property.

All reasonable attempts shall be made to identify the rightful owner of found property or evidence not needed for an investigation.

Release of property shall be made upon receipt of an authorized release (permission from owner, written or otherwise) or court order signed by a judge, listing the name and address of the person to whom the property is to be released. The release authorization shall be signed by the authorizing supervisor or investigator and must conform to the items listed on the property form or must specify the specific item(s) to be released. Release of all property shall be properly documented as mentioned in this section.

With the exception of firearms and other property specifically regulated by statute, found property and property held for safekeeping shall be held for a minimum of 90 days. During such period, property personnel shall attempt to contact the rightful owner by telephone and/or mail when sufficient identifying information is available. Property not held for any other purpose and not claimed within 90 days after notification (or receipt, if notification is not feasible) may be auctioned to the highest bidder at a properly published public auction, which may be conducted as an

Internet-based auction. If such property is not sold at auction or otherwise lawfully claimed, it may thereafter be destroyed. Unless the auction is Internet based, property with an estimated value of \$500 or more will be advertised in the local print media before it is destroyed or auctioned. The final disposition of all such property shall be fully documented in related reports.

Upon release or other form of disposal, the proper entry shall be recorded in all property documentation and logs.

802.6.5 STOLEN OR EMBEZZLED PROPERTY

Stolen or embezzled property or property believed to be stolen or embezzled that is in the custody of this department may be restored to the owner (Minn. Stat. § 609.523 Subd. 3). Such property may be released from law enforcement custody when the following are satisfied:

- (a) Photographs of the property are filed and retained by the Evidence Room.
- (b) Satisfactory proof of ownership of the property is shown by the owner.
- (c) A declaration of ownership is signed under penalty of perjury.
- (d) A receipt for the property is obtained from the owner upon delivery.

802.6.6 DISPUTED CLAIMS TO PROPERTY

Occasionally more than one party may claim an interest in property being held by the department, and the legal rights of the parties cannot be clearly established. Such property shall not be released until one party has obtained a court order or other proof of the undisputed right to the involved property.

All parties should be advised that their claims are civil. In extreme situations, legal counsel for the Department may be asked to file an interpleader in court to resolve the disputed claim.

802.6.7 RELEASE AND DISPOSAL OF FIREARMS

A firearm may not be released until it has been verified that the person receiving the weapon is not prohibited from receiving or possessing the weapon by 18 USC § 922.

The Department shall make best efforts for a period of 90 days after the seizure of an abandoned or stolen firearm to protect the firearm from harm and return it to the lawful owner (Minn. Stat. § 609.5315 Subd. 7). At the expiration of such period, the firearm or other deadly weapon may be processed for disposal consistent with this policy.

802.7 DISPOSITION OF PROPERTY

All property not held for evidence in a pending criminal investigation or proceeding, and held for six months or longer where the owner has not been located or fails to claim the property, may be disposed of in compliance with existing laws upon receipt of proper authorization for disposal. The Evidence Technician shall request a disposition or status on all property that has been held in excess of 120 days and for which no disposition has been received. The Evidence Technician responsible for dispositions of property and evidence shall complete the appropriate section of the property form and submit to the case file. The type of disposition to be made shall be determined by Minnesota statutes and this policy.

Property and Evidence shall be released to the true owner unless they waive their right to claim in writing or they failed to respond to a certified written request via U.S. Mail to retrieve the property or evidence. If the owner is unknown, has waived right of claim, did not respond to a written request, or upon a court ordered forfeiture or award, the property or evidence shall be:

- A. Released to the new owner
- B. Retained by the St. Francis Police Department for department use with documentation where the item will be used.
- C. Destroyed
- D. Sold at public auction or in other manner where item is available for public bid
- E. Released through donation

Prior to destruction/disposal of unclaimed property, a final check through NCIC will be performed to ensure that the property is clear.

The Evidence Technician is responsible for making items unusable. Alcoholic beverages shall be poured down a drain prior to disposal.

Ammunition will be transferred to the ammunition disposal bin.

802.7.1 EXCEPTIONAL DISPOSITIONS

The following types of property shall be destroyed or disposed of in the manner and at the time prescribed by law, unless a different disposition is ordered by a court of competent jurisdiction:

- Weapons declared by law to be nuisances.
- Animals, birds and equipment related to their care and containment that have been ordered forfeited by the court.
- Counterfeiting equipment.
- Gaming devices.
- Obscene matter ordered to be destroyed by the court.
- Altered vehicles or component parts.
- Controlled substances.
- Unclaimed, stolen or embezzled property.
- Destructive devices.

Money found in gambling devices by any peace officer, other than a municipal police officer, shall be paid into the county treasury. Money found in gambling devices by a municipal police officer shall be paid into the treasury of the municipality (Minn. Stat. § 626.04 (b)).

802.7.2 UNCLAIMED MONEY

If found or seized money is no longer required as evidence and remains unclaimed after three years, the money is presumed abandoned property and is reportable as specified in this policy (Minn. Stat. § 345.38 and Minn. Stat. § 345.75).

802.7.3 SHERIFF SEIZURES AND SALES

An deputy may seize and retain any personal property abandoned upon any public way, sidewalk or other public place, or any property entered as evidence in a judicial proceeding following its release by the court (Minn. Stat. § 345.15). After holding the property for a period of at least 90 days, it may be sold at a public auction. The net proceeds of the sale shall be transferred to the general revenue fund of the county, minus the cost of handling, storage or sale.

802.7.4 RETENTION OF BIOLOGICAL EVIDENCE

The Evidence Technician shall ensure that no biological evidence held by the Department is destroyed without adequate notification to the following persons, when applicable:

- (a) The defendant
- (b) The defendant's attorney
- (c) The appropriate prosecutor
- (d) Any sexual assault victim
- (e) The Investigation Unit Supervisor

Biological evidence shall be retained for a minimum period established by law, the Chief of Police, or the expiration of any sentence imposed related to the evidence (Minn. Stat. § 590.10), whichever time period is greater. Following the retention period, notifications should be made by certified mail and should inform the recipient that the evidence will be destroyed after a date specified in the notice unless a motion seeking an order to retain the sample is filed and served on the Department within 90 days of the date of the notification. A record of all certified mail receipts shall be retained in the appropriate file. Any objection to, or motion regarding, the destruction of the biological evidence should be retained in the appropriate file and a copy forwarded to the Investigation Unit Supervisor.

Biological evidence related to a homicide shall be retained indefinitely and may only be destroyed with the written approval of the Chief of Police and the head of the applicable prosecutor's office.

Bulk evidence may be destroyed prior to these minimum retention periods only pursuant to a court order or if the Evidence Room Supervisor determines that such destruction is consistent with Minn.

Stat. § 590.10 and the above notices have been made.

802.8 REPORT OF ABANDONED PROPERTY (MONEY)

The Chief of Police shall complete an annual report of presumed abandoned property as described in law to the Commissioner of Commerce. The report is to cover the 12-month period ending June 30 each year and is to be filed before November 1 each year (Minn. Stat. § 345.41).

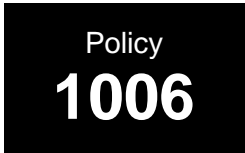
802.9 INSPECTIONS OF THE EVIDENCE ROOM

On a monthly basis, the Chief of Police or designee shall inspect the evidence storage facilities and practices to ensure adherence to appropriate policies and procedures.

- (a) Unannounced inspections of evidence storage areas shall be conducted annually as directed by the Chief of Police

(b) Whenever a change is made in personnel who have access to the Evidence Room, an inventory of all evidence/property shall be made by an individual(s) not associated with the Evidence Room or function to ensure that records are correct and all evidence property is accounted for.

The Evidence Technician will perform an annual audit on the evidence room to assure property is not being held more than the mandated period of time. If at the time of the audit the Evidence Technician determines certain property can be returned, destroyed or sold at auction, the Evidence Technician shall follow procedures in this policy.



St. Francis Police Department
Policy Manual

Drug- and Alcohol-Free Workplace

1006.1 PURPOSE AND SCOPE

The purpose of this policy is to establish clear and uniform guidelines regarding drugs and alcohol in the workplace (41 USC § 8103).

1006.2 POLICY

It is the policy of this department to provide a drug- and alcohol-free workplace for all members.

1006.3 GENERAL GUIDELINES

Alcohol and drug use in the workplace or on department time can endanger the health and safety of department members and the public.

Members who have consumed an amount of an alcoholic beverage or taken any medication, or combination thereof, that would tend to adversely affect their mental or physical abilities shall not report for duty. Affected members shall notify the supervisor as soon as the member is aware that the member will not be able to report to work. If the member is unable to make the notification, every effort should be made to have a representative contact the supervisor in a timely manner. If the member is adversely affected while on-duty, the member shall be immediately removed and released from work (see the Work Restrictions section in this policy).

1006.3.1 USE OF MEDICATIONS

Members should not use any medications that will impair their ability to safely and completely perform their duties. Any member who is medically required or has a need to take any such medication shall report that need to the member's immediate supervisor prior to commencing any on-duty status.

No member shall be permitted to work or drive a vehicle owned or leased by the Department while taking any medication that has the potential to impair the member's abilities, without a written release from the member's physician.

1006.3.2 MEDICAL CANNABIS

Possession, use, or being under the influence of medical cannabis on-duty is prohibited and may lead to disciplinary action.

1006.4 MEMBER RESPONSIBILITIES

Members shall report for work in an appropriate mental and physical condition. Members are prohibited from purchasing, manufacturing, distributing, dispensing, possessing or using

controlled substances or alcohol on department premises or on department time (41 USC § 8103). The lawful possession or use of prescribed medications or over-the-counter remedies is excluded from this prohibition.

Members who are authorized to consume alcohol as part of a special assignment shall not do so to the extent of impairing on-duty performance.

Members shall notify a supervisor immediately if they observe behavior or other evidence that they believe demonstrates that a fellow member poses a risk to the health and safety of the member or others due to drug or alcohol use.

Members are required to notify their immediate supervisors of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction (41 USC § 8103).

1006.5 EMPLOYEE ASSISTANCE PROGRAM

There may be available a voluntary employee assistance program to assist those who wish to seek help for alcohol and drug problems (41 USC § 8103). Insurance coverage that provides treatment for drug and alcohol abuse also may be available. Employees should contact the Department of Human Resources, their insurance providers or the employee assistance program for additional information. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to performance problems.

1006.6 WORK RESTRICTIONS

If a member informs a supervisor that he/she has consumed any alcohol, drug or medication that could interfere with a safe and efficient job performance, the member may be required to obtain clearance from his/her physician before continuing to work.

If the supervisor reasonably believes, based on objective facts, that a member is impaired by the consumption of alcohol or other drugs, the supervisor shall prevent the member from continuing work and shall ensure that he/she is safely transported away from the Department.

1006.7 SCREENING TESTS

The Department may request or require drug or alcohol testing in the following circumstances (Minn. Stat. § 181.951; Minn. Stat. § 181.952):

(a) **Reasonable suspicion** - The supervisor may request or require an employee to undergo drug and alcohol testing if there is a reasonable suspicion of any of the following:

1. The employee is under the influence of drugs or alcohol.
2. The employee has violated department rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working, is on department property, or is operating a vehicle owned by the department.

3. The employee has sustained an injury arising out of and in the course of employment, or has caused another employee to sustain an injury (full definition of personal injury in Minn. Stat. § 176.011, Subd. 16).

4. The employee has caused a work-related accident, or the employee's use of a vehicle, firearm, or safety equipment involved a work-related accident.

(b) Following a conditional job offer

(c) As part of an employee's routine physical examination

(d) Under a random testing program of employees

(e) When the employee has been referred for an evaluation or treatment, or is participating in a treatment program under an employee benefit plan

(f) The employee discharges a firearm issued by the Department while off-duty, resulting in injury, death, or substantial property damage.

1006.7.1 DRUG- AND ALCOHOL-TESTING PROGRAM

The following applies to the department's drug and alcohol testing procedures (Minn. Stat. § 181.951; Minn. Stat. § 181.952; Minn. Stat. § 181.953):

(a) An employee or applicant has the right to refuse a test but the consequences of a refusal may result in discipline, up to and including termination, or a decision not to hire the applicant.

(b) Initial screening tests must be verified by a confirmatory test for the purpose of discipline.

(c) Employees will have an opportunity to participate in an appropriate alcohol or drug program for their first confirmed positive test. The program may be in lieu of other discipline unless the employee fails the program or refuses to participate (Minn. Stat. § 181.953).

(d) A confirmed positive test may result in discipline, up to and including termination.

(e) An employee or job applicant will have the opportunity to explain a positive test result and may request and pay for a second confirmatory retest.

(f) All disciplinary procedural safeguards in this manual apply, including the postdiscipline appeal procedures (see the Personnel Complaints Policy).

(g) Employees and job applicants shall receive required written notice, including posting, of the drug- and alcohol-testing policies and procedures as set forth in Minn. Stat. § 181.952.

(h) The safeguards of Minn. Stat. § 181.953 will be followed for any testing and any related discipline process.

Notice of the adopted drug and alcohol testing policy shall be posted in an appropriate and conspicuous location and copies shall be available for inspection to all employees and job applicants (Minn. Stat. 181.952).

1006.7.2 SUPERVISOR RESPONSIBILITIES

The supervisor shall prepare a written record documenting the specific facts that led to the decision to require the test, and shall inform the employee in writing of the following:

- (a) The test will be given to detect either alcohol or drugs, or both.
- (b) The result of the test is not admissible in any criminal proceeding against the employee.
- (c) The employee may refuse the test, but refusal may result in dismissal or other disciplinary action.

1006.8 COMPLIANCE WITH THE DRUG-FREE WORKPLACE ACT

No later than 30 days following notice of any drug statute conviction for a violation occurring in the workplace involving a member, the Department will take appropriate disciplinary action, up to and including dismissal, and/or requiring the member to satisfactorily participate in a drug abuse assistance or rehabilitation program (41 USC § 8104).

1006.9 CONFIDENTIALITY

The Department recognizes the confidentiality and privacy due to its members. Disclosure of any information relating to substance abuse treatment, except on a need-to-know basis, shall only be with the express written consent of the member involved or pursuant to lawful process.

The written results of any screening tests and all documents generated by the employee assistance program are considered confidential medical records and shall be maintained in the member's confidential medical file in accordance with the Personnel Records Policy.



St. Francis Police Department
Policy Manual

Detention Facility

1101.1 PURPOSE

The purpose of this policy is to set forth procedures for the operation and maintenance of the St. Francis Police Department detention facility (hereafter referred to as the "facility"), consistent with the Department's policies and practices and the rules set forth by the Minnesota Department of Corrections.

1101.2 POLICY

The Department's facility shall be used for the temporary detention of persons in custody for the purposes of testing, interviewing, or arranging transfer to another facility or release to a responsible person. It is the express intent of this policy that persons in custody shall be detained in the facility no longer than is necessary to transfer them to the Anoka County Jail, the Lino Lakes Juvenile Detention Facility, a detoxification center, a hospital emergency room or crisis center, ambulance personnel, a transporting law enforcement officer, or to release them to a responsible person.

Additionally, the facility will not be used to detain persons who are high escape risks or who are known or believed to be significant risks to the safety of themselves or others. These persons will be transported directly to an appropriate facility. In no event shall any person in custody be temporarily detained in the facility for more than a total of six (6) hours.

For purposes of this policy, the "facility" includes the sally-port garage, east vestibule, DMT/booking area, interview room, conference room, holding cells and west vestibule from the detention facility to St. Francis police offices. "Persons in custody" shall include adults and juveniles.

1101.3 RESPONSIBILITY

The St. Francis Chief of Police or his designee shall be the "Facility Administrator." The facility administrator is the person responsible for the overall operation, maintenance and required periodic inspection of the facility. Persons taken into custody are the responsibility of the arresting officer. All officers are responsible to maintain the facility and to report any damage or needed repairs to a supervisor. The supervisor shall report all damage or needed repairs to the facility administrator.

1101.4 STAFFING

The facility will not be staffed on a full-time basis. Only sworn personnel and reserve officers may perform duties including, but not limited to, monitoring cell occupants within the facility, when persons are in custody.

Janitorial staff may perform services within the facility when no persons are in custody. During the course of any given shift, the highest ranking supervisor present or, in his/her absence, the most senior officer on duty, shall be the person "in charge" of the facility. No person in custody shall be detained in the facility at any time without either a sworn officer or reserve officer being PRESENT IN THE FACILITY, awake and alert at all times, and capable of responding to the reasonable needs of the person in custody.

1101.5 KEYS, CARD READERS

The facility has both interior doors (two holding cell doors, mechanical chase between holding cells, cell door pass-through doors) and perimeter doors (overhead garage door, east vestibule door and west vestibule door). Interior door keys will be kept in a secure area of the facility. For officer safety reasons, a proximity fob and a code are required to open perimeter doors. Officers will be provided proximity fobs and codes to activate the proximity readers, allowing entrance into the facility perimeter doors. A perimeter door key set will be secured in a locked container inside the facility for officer use in the event of a power failure or electrical malfunction. Additionally, perimeter door key sets will be maintained in the Chief of Police office and in a lock box near the west garage door card reader for persons to enter the facility in an emergency.

1101.6 PROCEDURES

(a) Entrance into the facility

- 1. All persons in custody shall enter the sally-port/garage or east vestibule with their hands behind their backs unless medical reasons or other reasonable issues particular to the detainee make this impossible. If it is not possible to handcuff the detainee with their hands behind their back, officers shall exercise extra caution to monitor the detainee while escorting them from the squad into the facility.
- 2. Officers shall not remove the detainees from their squad to bring them into the main booking area of the facility until the overhead garage door is fully closed. The door from the garage into the facility (sally-port/garage door) will not open if any other door is not fully closed. Under no circumstances shall officers prop open any of the sally-port/garage doors or vestibule doors.

(b) Firearms/Weapons

- 1. Except as directed by a supervisor or in case of an emergency mandating that an officer have access to his/her firearm, no firearm or edged weapon shall be brought into the facility (beyond the areas with a weapons storage box) even if no detainee is presently in custody. Firearms and edged weapons shall be stowed in the gun locker provided in the sally-port/garage prior to removing a person in custody from the squad. Officers who enter the facility through the east vestibule shall stow their firearms and edged weapons in the gun locker provided outside of the facility prior to entering. Officers shall take extra care to remove and stow his/her firearm and edged weapons out of the range of the detainee.

2. Tasers, expandable batons and approved chemical agents may be brought into the facility provided they are secured on the officer's person and not removed unless exigent circumstances exist.

(c) General Security and Control Issues

1. Per departmental policy, all persons taken into custody shall be searched prior to being transported to the facility.
2. Upon arrival at the facility, officers shall conduct a further thorough search of the detainee for weapons and contraband. All searches shall be conducted in the booking/DMT area while the detainee is handcuffed.
3. Officers must document when an individual is detained in the facility by completing the intake log located in the DMT area of the facility.
4. Officers shall exercise discretion as to whether they remove a detainee's handcuffs while in the detention facility, except that no detainee shall remain in a detention cell in handcuffs. If during the course of a detention it becomes apparent to the officer that the detainee's welfare or the officer's safety require that the detainee be re-handcuffed in the detention cell then, in that event, the officer shall immediately make arrangements to transport the detainee to an appropriate facility including, but not limited to, the Anoka County Jail, the Lino Lakes Juvenile Detention Facility, a hospital emergency room or crisis center, an ambulance, a detoxification center or a transporting law enforcement officer (hereafter collectively "suitable transport location(s)").

(d) Placement of Detainees in Holding Cells

1. No detainee shall be placed in a holding cell who has not already been searched while in the facility.
2. Due to the fact that the holding cell doors are heavy there is a potential for them to be used by detainees to injure an officer. For this reason, officers shall have the discretion to direct detainees into the cells while still in handcuffs. Officers should then remove the handcuffs through the pass-through doors located in each cell door. In the officer's discretion, detainees may be re-cuffed in a similar manner before opening the cell door prior to transport or release. It is anticipated that an officer may exercise the discretion referred to in this paragraph when they are alone.
3. Prior to placing a detainee in a holding cell, officers shall visually inspect the cell to assure that the cell and its contents are not damaged and that no weapons or contraband are present. A similar check shall be made when the detainee is removed. If a detainee damages a cell, officers shall document the damage in a report, take photographs if necessary and advise the detainee that they will be charged with criminal damage to property. A supervisor shall be advised of the damage. The supervisor will notify the facility administrator.
4. No more than one person will be placed in any one holding cell at a time. Detainees of the opposite sex will be kept separate. Adults will be kept separate from juvenile offenders. Vulnerable detainees and/or mentally ill detainees will be kept separate from other detainees. Persons suffering or appearing to suffer

from a communicable disease will not be placed in a detention cell but rather will be transferred to a suitable transport location.

5. In no case will a detainee be left in a holding cell if the facility is not staffed. An officer must request another officer or reserve officer to supervise their detainee

in their absence but, before doing so, must fully brief this person on any relevant details of the detention including, but not limited to, the last visual observation of the detainee by the officer (see below).

6. In no event shall any person who is not an officer or reserve officer enter a holding cell occupied by a detainee for any reason.

7. Members of this Department should not enter an occupied holding cell alone if the detainee is not handcuffed. If alone, an officer should, unless otherwise not possible, re-handcuff the detainee through the cell's pass-through doors. This procedure need not be followed if more than two officers are present. For purposes of this paragraph an officer shall also include a reserve officer.

8. The doors of the detention cells will remain secured at all times while occupied. The cell doors shall remain closed when not in use.

9. With the exception of emergency personnel in the performance of their duties, no person, other than an officer or reserve officer, shall enter the facility when the holding cells are occupied. Department personnel may only enter the facility when engaged in the performance of their official duties. Upon direction of an officer, a person of the same sex as the detainee may be summoned to perform a pat-down search of the detainee. This person may be an employee of the St. Francis Police Department who is not an officer or reserve officer.

(e) Monitoring Detainees in holding cell and miscellaneous issues

1. The arresting officer or designee shall visually monitor a person detained in the holding cells at least every fifteen (15) minutes on an irregular schedule and record the observation time on the appropriate form. While it is the Department's policy to transfer to a suitable transport location those detainees who are violent, suicidal, mentally disturbed, or who demonstrate unusual or bizarre behavior, if circumstances exist which prohibit such transport, then more frequent observation is required for these detainees. A record of each such visual observation shall be made on a department-provided form.

2. Visually monitoring a detainee means visually observing, in person, the detainee through the detention cell window.

3. Officers and reserve officers monitoring detainees of the opposite sex will announce themselves when they approach the cell door to protect the detainee's privacy. They will ask the detainee to step to the rear of the cell in front of the door. If a detainee does not cooperate with the officer, he/she will summon assistance before making entry into the cell.

4. While detained in the holding cells, detainees shall not be given any object or thing of any kind except as provided for below. When a detainee is searched

at the time of arrival, any item the detainee might have on their person capable of being used to harm them self or others shall be confiscated and logged on the personal property form. The items will be placed in a secured property room. If an item is not returned to a detainee the reason therefore shall be reflected on the appropriate form. Confiscated items that are returned to a detainee prior to their release or transfer to a suitable transport location shall be logged on the personal property form.

5. Items that shall be removed from detainees prior to their being placed in a holding cell include, but are not limited to: coats/jackets, gloves, hats/caps, belts, ties, footwear, wallets, purses, checkbooks, keys, watches, medications, necklaces, scarves, eyeglasses, cigarette lighters, cigarettes and other tobacco products, food items, writing instruments, cell phones, pagers and the like, and any other item the arresting officer reasonably believes may be used by the detainee to harm them self or others.

6. Evidence, contraband and weapons removed from detainees shall be processed pursuant to Department policy pertaining to the same.

7. If any disciplinary action is taken against a detainee (e.g. turning off water to the holding cell, removing an article of the detainee's clothing or other property, removing toilet articles, etc.) the same shall be documented on a form provided for this purpose.

8. A detainee who soils a holding cell shall be directed to clean it. The detainee shall be provided cleaning supplies for this purpose but shall be supervised during the course of the cleanup. Under normal circumstances, a dirty holding cell will be cleaned before it is used for a subsequent detainee.

(f) Juveniles

1. Only juveniles detained for criminal offenses will be placed in the facility. A juvenile status offender (runaway, violations of curfew, alcohol, tobacco, etc.) will not be placed or brought through the secured area of the facility. Sight and sound separation between juvenile and adult offenders must be maintained at all times to prevent physical, visual or auditory contact, pursuant to the Juvenile Justice and Delinquency Prevention Act of 1974. A juvenile will be transported to an appropriate juvenile detention facility or shelter as soon as possible or released to his/her legal guardian.

2. No juvenile detainee will be held longer than 6 hours, pursuant to the Juvenile Justice Prevention Act of 1974.

3. Juveniles detained for status offenses are to be held in the front lobby or other non-secure area of the police department under the supervision of an officer until released to a parent/legal guardian or responsible adult.

4. Officers must document when the juvenile is detained in the facility by completing the intake log in the DMT area of the facility.

(g) Visitors

1. Except as set forth below, no visitors shall be allowed in the facility.

2. No detainee will be denied access to their attorney. An attorney who requests a conference with their client will be provided a private room for that purpose if possible. For purposes of this policy, a private room refers to the facility's interview room. This conference will not be monitored by surveillance cameras or audio when occupied by the attorney/detainee.
3. A juvenile's parent(s), legal guardian(s) and/or attorney will be allowed access to the juvenile within a reasonable amount of time.
4. Juveniles will be allowed reasonable access to a telephone to contact a parent, legal guardian and/or attorney. Adults will also be provided reasonable telephone access.
5. All visitors will be identified by photo identification. Notation will be made on the appropriate form of each detainee's visitor.
6. A search of each visitor's person and property will be conducted. If a visitor declines to be searched he/she will be denied access to the detainee. A notation of each visitor searched, as well as the visitors' property searched, shall be made on the form provided for this purpose.
7. Arresting officers are afforded the discretion to decline any request to visit a detainee.
8. Public tours of the facility will be permitted by reservation in accordance with the building facilities use policy and when no detainees are present in the facility.

(h) Emergency Situations

1. An emergency means a significant incident or disruption of normal facility procedures, policies, routines, or activities arising from such things as, but not limited to, fire, riot, natural disaster, suicide, attempted suicide, homicide, death other than suicide or homicide, assaults requiring medical care, escape/runaway, other serious disturbances, occurrences of infectious diseases or other medical emergencies including, but not limited to, serious injury or illness incurred after detention. In the event of an emergency such as serious illness, accident, imminent death, or death, the detainee's family or others who maintain a close relationship will be notified. Additionally, such reports as may be required by the Anoka County Sheriff's Office or the Minnesota Department of Corrections shall be completed and forwarded.
2. If an emergency results in death or great bodily harm, the on duty or on-call supervisor will be notified as soon as possible. The supervisor shall advise the Chief of Police of the emergency. Detailed incident reports will be forwarded to the Chief of Police prior to the end of each involved staff member's shift. These reports will include the names of all on-duty personnel, any off-duty staff members who may have been present, and any other persons present at the time of or immediately before or after the emergency. The medical examiner's and sheriff's offices shall also be notified promptly. Any property of the deceased detainee will be turned over to the medical examiner or sheriff or otherwise disposed of in a responsible and legal manner.

3. Panic alarms are located within the facility. An officer or reserve officer needing urgent assistance with a detainee will activate this alarm. **This alarm will be monitored by an alarm company and Central Communications will be notified of the panic alarm at the St. Francis Police Detention Facility.** Only sworn officers and reserve officers capable of assisting (e.g. the emergency will not place an unarmed employee at risk of death or great bodily harm) shall respond to the facility immediately. Under no circumstances shall clerical staff enter the facility upon the sounding of a panic alarm. An emergency access code will be on file with Central Communications for responding officers from other departments to enter the building in an emergency.
4. In the event of a fire in the facility, dispatch will immediately be notified who, in turn, will notify police and fire personnel to respond to the department. The first priority is the removal of any detainee then in custody to safety. Any such detainees will be immediately transferred to a suitable transport location.
5. A fire extinguisher will be located within the facility.
6. A first aid kit will be located within the facility. Additionally, AED's will be located either within the facility or in a squad parked at the facility. If a detainee requires emergency medical attention, an ambulance will be requested to respond to the facility. Officers will provide such medical assistance as is possible pending the arrival of the ambulance and shall assist the responding personnel upon their arrival. If such a detainee requiring transport refuses to be transported officers shall sign a 72-hour hold compelling the transport. In the event an officer was intending to transfer the detainee to the Anoka County Jail, the Lino Lakes Juvenile Facility or a transporting law enforcement officer for continuing detention, then the officer may accompany the detainee in the ambulance to the hospital.
7. Any time a detainee complains of an illness or other medical problems, the officer shall reflect the same as well as the actions taken by the officer on the form provided for this purpose.
8. Officers shall not administer medicine to detainees. In a case of an emergency (e.g. a detainee with a heart condition who requires a nitroglycerine tablet pending the arrival of an ambulance) officers shall allow detainees to self-administer medication. This action will be documented on the form provided for this purpose.
9. Officers shall attempt to avoid the possibility of in-facility emergencies by not transporting to the facility any person who appears to be having medical difficulty or experiencing any other condition that may result in an emergency within the facility. In such cases, officers are advised to immediately transfer the detainee to a suitable transport location. Any hospital to which responding ambulance personnel may transport a detainee shall be deemed a designated facility for medical supervision and treatment of detainees, including those detainees requiring emergency dental care.
10. In the case of a detainee already in a holding cell who requires medical attention, officers shall use extreme caution in assisting the detainee. Officers

shall first notify dispatch and request an ambulance to the facility. Unless the detainee is unconscious, officers should avoid entering the holding cell alone unless the detainee can first be handcuffed through the cell pass-through door. In the event the officer is alone and the detainee is conscious but unable to be handcuffed through the cell pass-through door, officers shall seek back up from another licensed officer and/or reserve officer if available or, if time is of the essence, the officer shall request emergency backup through dispatch. Any medical emergency at the facility shall be reported as soon as possible to the Chief of Police or Sergeant.

11. In the event of an escape, officers shall notify dispatch and request back up assistance. A perimeter will be established based upon available information as to the escapee's direction of travel. Unless the escapee was observed leaving the building, a thorough search will be made of the building. The supervisor on duty or on-call supervisor shall notify the Chief of Police immediately. A thorough investigation as to the cause of the escape shall be conducted and remedial action taken including, but not limited to, a review of the facility's control measures and any needed repairs.

(i) Release Procedures

1. Persons in custody who are to be released from the facility rather than transferred to a suitable transport location shall be released through the east vestibule door (Police Office Side).

2. The officer shall obtain pertinent information from the party to whom the detainee is to be released including the person's name and date of birth, that the person has a driver's license with picture in possession. The officer shall then confirm that this person possesses a valid driver's license and is clear of warrants. The officer shall also as-certain, if possible, whether this person suffers from or is otherwise experiencing any other condition (e.g. intoxicated, medically impaired, etc.) that would preclude the reasonable release of the detainee to him/her.

3. If the officer is unable to confirm the identity of the person to whom the detainee is to be released, the officer shall not release the detainee and should transport the detainee to the Anoka County Jail for booking and release.

4. In no event shall a detainee be released who is not capable of being identified with certainty by the officer. In such event, the officer shall transport the detainee to the Anoka County Jail for booking, photographing and release.

5. Detainees must be permitted to make arrangements for transportation before release. No detainee will be released in bad weather without proper clothing to ensure the detainee's health and comfort. In such event, the detainee shall be transported to the Anoka County Jail rather than being released.

(j) Inspections

1. **Daily:** The supervisor on duty or highest ranking officer shall inspect the sanitary condition of the facility, check for contraband, and evidence of breaches in security as well as inoperable security equipment at the beginning of each

shift and shall document the same on a log maintained for that purpose. No lock in the facility shall be permitted to remain inoperable nor shall any detainee be placed in an area of the facility with an inoperable lock. Staff discovering inoperable facility locks shall report the same to a supervisor immediately.

2. **Weekly:** The facility administrator or his designee will inspect the facility's fire equipment.
3. **Monthly:** The facility administrator or his designee will test the facility's fire and panic alarms and inspect the first aid equipment.
4. **Semi-annually:** The City of St. Francis Fire Marshall will test the facility's fire equipment.
5. Any condition conducive to harboring or breeding insects, rodents or other vermin will be eliminated immediately.

(k) Records and Personnel Training

1. The retention and dissemination of arrest as well as corrections and detention data shall be governed by the Minnesota Government Data Practices Act. Facility records shall also be maintained in accordance with existing Department procedures and any other applicable state and federal law. Juvenile and adult detention records will be maintained separately.
2. All sworn personnel and reserve officers will be trained in the use and operation of the facility and a record of such training will be maintained by the St. Francis Police Department.
3. All training and continuing training in regard to the facility shall comport with the requirements of the Minnesota Department of Corrections and/or the Anoka County Sheriff's Office.

(l) Miscellaneous Provisions 1. Forms

- (a) All forms related to the facility will be located in the facility. All personnel required to complete forms will be trained in their use and completion.
 - (b) This policy is to be used in conjunction with all relevant existing Department policies and procedures.
2. Use of restraints:
- (a) Restraints shall not be used as punishment. Restraints shall not be left on detainees while in the holding cells. They may only be used to prevent escape of a detainee during transfer to a suitable transport location, as directed by a doctor/psychologist, or by order of a supervisor to prevent the detainee from injuring him/herself or others or damaging property. Restraints shall not be applied for any longer time than is necessary. The use of restraints for purposes other than bringing a detainee in or out of the facility or in and out of a cell shall be documented on the appropriate form provided for this purpose.

3. If a detainee requests access to a sacred book, one shall be made available to him/her if the requested book is present in the facility. If not, the detainee is to be advised that sacred books are available at the Anoka County Jail and that he/she may be transported to that location for that purpose.
4. Materials dangerous to either security or safety shall be properly secured.
5. The facility administrator will report any known or suspected communicable disease carried by a detainee to the Minnesota Department of Health.



Commendations and Awards

1015.1 PURPOSE AND SCOPE

This policy provides general guidelines for recognizing commendable or meritorious acts of members of the St. Francis Police Department and individuals from the community. Officers often find themselves in situations dictated by circumstances beyond their control and which they have no way to prepare for or prevent from happening. Within this hectic environment, there are times when officers perform at a superior level that is above and beyond the call of duty.

Citizens rely upon law enforcement to deal with situations for which they are not equipped or trained to handle. However, citizens may also find themselves in a unique position to provide invaluable service to law enforcement.

The purpose of the sections is to outline specific standards that will be used to measure outstanding achievement or conduct and how that action will be recognized.

1015.2 POLICY

It is the policy of the St. Francis Police Department to recognize and acknowledge exceptional individual or group achievements, performance, proficiency, heroism and service of its members and individuals from the community through commendations and awards.

1015.3 COMMENDATIONS

Commendations for members of the Department or for individuals from the community may be initiated by any department member or by any person from the community.

1015.4 CRITERIA

For the purpose of this policy, the terms/criteria set forth below are defined as follows:

MEDAL OF HONOR

The Medal of Honor may be awarded to any St. Francis Police Department member for an act of outstanding bravery or heroism. Demonstrated unselfishness, courage, and the immediate high risk of death or serious physical injury would characterize such an act. The Medal of Honor sworn recipient shall receive a commemorative medal with a blue ribbon, certificate of recognition and a blue uniform bar.

MEDAL OF VALOR

The Medal of Valor may be awarded to any St. Francis Police Department member for an act of bravery that demonstrates obvious self-sacrifice in the face of death or serious physical injury. The Medal of Valor sworn recipient shall receive a commemorative medal with a red ribbon, certificate of recognition and a red uniform bar.

LIFESAVING AWARD

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Commendations and Awards

The Lifesaving Award may be awarded to any St. Francis Police Department member for acts that directly contribute to saving a human life. Intended for all employees directly responsible for the saving of a human life in instances involving but not limited to vehicle accidents, medical emergency, suicide prevention, fire rescues, miscellaneous rescues where the sole action of the employee was the lifesaving act itself. The Lifesaving Award sworn member recipient shall receive a certificate of recognition and a red and white uniform bar. The Lifesaving Award non-sworn recipient shall receive a certificate of recognition.

AWARD OF COMMENDATION

The Award of Commendation may be awarded to any St. Francis Police Department member who, during the course of their duties provide a service that is carried out in a superior manner. This award may be conferred for duties including, but not limited to: enforcement activity, departmental service, community service. The Award of Commendation sworn member recipient shall receive a certificate of recognition and a blue and white uniform bar. The Award of Commendation nonsworn recipient shall receive a certificate of recognition.

CITIZEN'S AWARD

This award is presented to citizens or community organization in recognition of an outstanding act or service to the department or assistance in law enforcement efforts. The act may include actions that expose them to personal danger. The Citizen's Award recipient shall receive a certificate of recognition.

Member means all personnel of the St. Francis Police Department including reserves.

Citizen means any resident of the City of St. Francis, State of Minnesota or United States of America.

Award Committee: This is the body that reviews all nominations. The committee is comprised of a sergeant and two additional members of the St. Francis Police Department.

1015.4.1 NOMINATION

Members of the Department or citizens should document meritorious or commendable acts. The documentation should contain:

(a) Identifying information:

1. For members of the Department - name, unit and assignment at the date and time of the meritorious or commendable act
2. For individuals from the community - name, address, telephone number

- (b) A brief account of the meritorious or commendable act with report numbers, as appropriate.
- (c) The signature of the member submitting the documentation.
- (d) The nomination along with the supporting documentation will be submitted to the Chief of Police.

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Commendations and Awards

- 1. Nominations for the Chief of Police will be submitted to the City Administrator.
 - (e) Upon receiving a nomination, the Chief of Police will notify the Award Committee and a meeting will be convened to review it. The committee may approve, deny, or approve a lower level award than the one noted on the nomination form.
 - (f) If a nomination is approved, denied, or downgraded, the nominator will be notified of the committee's decision and their reasoning. The Award Committee will also report their decision to the Chief of Police
 - (g) A simple majority of the Award Committee must approve the action.

1015.4.2 GRANTING AN AWARD

- Once the Award Committee has authorized an award, by simple majority, the Chief of Police will notify that person of the committee's decision.
- Presentation of an award to a member or citizen will be done at a place and time of the Award Committee's choosing, with consent of the Chief of Police
- All awards granted to members will be documented in the member's personnel file.



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom- City Administrator
FROM: Dave Schmidt- Fire Chief
SUBJECT: Withdraw Contingent Offer Part-Time Firefighter
DATE: August 5, 2024

OVERVIEW:

The fire department is requesting to withdraw the contingent offer of a part-time firefighter position for Craig Mugnai. The candidate has failed to complete the required pre-employment process as part of the contingent offer.

ACTION TO BE CONSIDERED:

Withdraw contingent offer for the hiring of Craig Mugnai as part-time firefighter for the City of St. Francis, for failure to complete of pre-employment screening, effective August 5th, 2024.

BUDGET IMPLICATION:

None



CITY COUNCIL AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: City Hall / Fire Station Appliances
DATE: August 5, 2024

OVERVIEW:

Another piece of the new building is securing appliances. Staff has worked with two commercial vendors and have received prices. We are using commercial vendors due to the quantity and ADA requirements of our appliance package.

The attached is the initial quotes in which some items will be adjusted before final purchase. Additionally, the city is tax exempt and that cost will be removed.

Stahl is requesting delivery in September so appliances can be connected while sub-contractors are still on site.

Costs are budgeted for in the project FF&E.

ACTION TO BE CONSIDERED:

Staff requesting a motion to approve moving forward with Warner’s Stellian for the appliances for the City Hall and Fire Station building.

Attachments:

- Warner’s Stellian Quote \$18,130.71
- Ferguson Quote \$19,225.71

"Price quote, good for today only. Prices subject to change"

Agenda Item # 4F.



Date: 5/29/2024
 Order Number: QTE-137335
 Customer: Kate Thunstrom
 Acct. No.: CUS-257958
 :

Total: \$18,130.71

Bill To
 Kate Thunstrom
 23340 Cree St
 Saint Francis MN 55070-9390
 United States
 P: 763-267-6191

Store Info	Sales Associate	Ship To
08 Coon Rapids Store (763) 421-5720	Sales Rep: Travis Hartmann	Kate Thunstrom 23340 Cree St Saint Francis MN 55070-9390 US P: 763-267-6191

QTY.	ITEM	Type	SHIP TO	EST DEL	FILL LOC	UT	UNIT PRICE	AMOUNT
1	Whirlpool WRF535SWHZ 25 cu. ft. French Door Refrigerator Color: Stainless Steel Ironclad Product Protection and Service Network Declined. Service provided through manufacture network.	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$1,599.99	\$1,599.99
	Connect Water Line	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No		
1	Warners Stellan R-310 Ice Maker Waterline Kit	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$79.99	\$79.99
1	Warners Stellan LABOR - CONNECT TO EXISTING WATERLINE Connect to Existing Waterline	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$0.00	\$0.00
1	Whirlpool WRF535SWHZ 25 cu. ft. French Door Refrigerator Color: Stainless Steel Ironclad Product Protection and Service Network Declined. Service provided through manufacture network.	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$1,599.99	\$1,599.99
	Connect Water Line	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No		

Contact: (763) 421-5720

QTY.	ITEM	Type	SHIP TO	EST DEL	FILL LOC	UT	UNIT PRICE	
1	Warners Stelian R-310 Ice Maker Waterline Kit	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$79.99	\$79.99
1	Warners Stelian LABOR - CONNECT TO EXISTING WATERLINE Connect to Existing Waterline	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$0.00	\$0.00
1	Whirlpool WRF535SWHZ 25 cu. ft. French Door Refrigerator Color: Stainless Steel Ironclad Product Protection and Service Network Declined. Service provided through manufacture network.	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$1,599.99	\$1,599.99
	Connect Water Line	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No		
1	Warners Stelian R-310 Ice Maker Waterline Kit	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$79.99	\$79.99
1	Warners Stelian LABOR - CONNECT TO EXISTING WATERLINE Connect to Existing Waterline	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$0.00	\$0.00
1	Danby SPRAR055D1SS 5.5 cu. ft. Compact Refrigerator Color: Stainless Steel Ironclad Product Protection and Service Network Declined. Service provided through manufacture network.	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$1,499.99	\$1,499.99
1	Whirlpool WDT970SAKZ 24" Built-in Dishwasher Color: Stainless Steel Ironclad Product Protection and Service Network Declined. Service provided through manufacture network.	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	Yes	\$699.99	\$699.99
1	Warners Stelian INS - DISHWASHER Install Dishwasher	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	Yes	\$229.99	\$229.99

QTY.	ITEM	Type	SHIP TO	EST DEL	FILL LOC	UT	UNIT PRICE	
1	Warners Stelian Client declined drain hose extension \$189 (return trip + parts) if declined and required Client declined drain hose extension	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	Yes	\$0.00	\$0.00
1	Roberts-Hamilton-W1 MRD2 Dishwasher Hammer Arrestor	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	Yes	\$21.99	\$21.99
1	Port-A-Bag BK-676 Dishwasher Install Kit	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	Yes	\$29.99	\$29.99
1	Whirlpool WDT970SAKZ 24" Built-in Dishwasher Color: Stainless Steel Ironclad Product Protection and Service Network Declined. Service provided through manufacture network.	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	Yes	\$699.99	\$699.99
1	Warners Stelian INS - DISHWASHER Install Dishwasher	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	Yes	\$229.99	\$229.99
1	Warners Stelian Client declined drain hose extension \$189 (return trip + parts) if declined and required Client declined drain hose extension	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	Yes	\$0.00	\$0.00
1	Roberts-Hamilton-W1 MRD2 Dishwasher Hammer Arrestor	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	Yes	\$21.99	\$21.99
1	Port-A-Bag BK-676 Dishwasher Install Kit	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	Yes	\$29.99	\$29.99
1	Whirlpool WMCS7022PZ 1.6 cu. ft. Countertop Microwave Color: Fingerprint Resistant Stainless Steel Ironclad Product Protection and Service Network Declined. Service provided through manufacture network.	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$279.99	\$279.99

QTY.	ITEM	Type	SHIP TO	EST DEL	FILL LOC	UT	UNIT PRICE	
1	Whirlpool WMCS7022PZ 1.6 cu. ft. Countertop Microwave Color: Fingerprint Resistant Stainless Steel Ironclad Product Protection and Service Network Declined. Service provided through manufacture network.	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$279.99	\$279.99
1	Whirlpool WMCS7022PZ 1.6 cu. ft. Countertop Microwave Color: Fingerprint Resistant Stainless Steel Ironclad Product Protection and Service Network Declined. Service provided through manufacture network.	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$279.99	\$279.99
1	Thor LRG3601U 36" Gas Range Color: Stainless Steel Ironclad Product Protection and Service Network Declined. Service provided through manufacture network. Special Order Item No Cancels No Returns	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$2,399.99	\$2,399.99
1	Warners Stelian INS - RANGES - PRO 36" OR LARGER MN & IA Install Pro Range 36" or Larger MN & IA Special Order Item No Cancels No Returns	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$299.99	\$299.99
1	Broan BCDJ136SS 36" Under Cabinet Hood Color: Stainless Steel Ironclad Product Protection and Service Network Declined. Service provided through manufacture network. Special Order Item No Cancels No Returns	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	Yes	\$489.99	\$489.99
1	Warners Stelian INS - VENTILATION - HOOD VENT (VAH K SERIES) HOOD VENT INSTALL (INCLUDES K)	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	Yes	\$199.99	\$199.99

QTY.	ITEM	Type	SHIP TO	EST DEL	FILL LOC	UT	UNIT PRICE	
1	LG WM4000HWA 4.5 cu. ft. Front Load Washer Color: White Ironclad Product Protection and Service Network Declined. Service provided through manufacture network.	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$799.99	\$799.99
1	Warners Stelian INS - WASHERS Install Washer	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$0.00	\$0.00
1	Dey Distributing 6FT-SSFH-2 6 FT SS WASH MCHN HOSES (QTY2)	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$29.99	\$29.99
1	Warners Stelian Client declined drain hose extension \$189 (return trip + parts) if declined and required Client declined drain hose extension	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$0.00	\$0.00
1	Roberts-Hamilton-W1 MRWPK Washer Hammer Arrestor - 2 pack	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$34.99	\$34.99
1	LG WDP6W Laundry Pedestal Color: White	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$279.99	\$279.99
1	LG DLEX4000W 7.4 cu. ft. Electric Dryer Color: White Ironclad Product Protection and Service Network Declined. Service provided through manufacture network.	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$799.99	\$799.99
	Electric Dryer Install	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No		
1	Warners Stelian INS - DRYER - ELECTRIC INSTALL PARTS Electric Installation Parts	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$79.99	\$79.99
1	Dey Distributing WS5SS2STM 5FT SS HOSE STEAM KIT - MALE Y	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$24.99	\$24.99
1	LG WDP6W Laundry Pedestal Color: White	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$279.99	\$279.99

QTY.	ITEM	Type	SHIP TO	EST DEL	FILL LOC	UT	UNIT PRICE	
1	LG WM4000HWA 4.5 cu. ft. Front Load Washer Color: White Ironclad Product Protection and Service Network Declined. Service provided through manufacture network.	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$799.99	\$799.99
1	Warners Stelian INS - WASHERS Install Washer	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$0.00	\$0.00
1	Dey Distributing 6FT-SSFH-2 6 FT SS WASH MCHN HOSES (QTY2)	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$29.99	\$29.99
1	Warners Stelian Client declined drain hose extension \$189 (return trip + parts) if declined and required Client declined drain hose extension	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$0.00	\$0.00
1	Roberts-Hamilton-W1 MRWPK Washer Hammer Arrestor - 2 pack	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$34.99	\$34.99
1	LG KSTK4 Stacking Kit	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$39.99	\$39.99
1	LG DLEX4000W 7.4 cu. ft. Electric Dryer Color: White Ironclad Product Protection and Service Network Declined. Service provided through manufacture network.	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$799.99	\$799.99
	Electric Dryer Install	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No		
1	Warners Stelian INS - DRYER - ELECTRIC INSTALL PARTS Electric Installation Parts	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$79.99	\$79.99
1	Dey Distributing WS5SS2STM 5FT SS HOSE STEAM KIT - MALE Y	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$24.99	\$24.99
1	Warners Stelian Appliance & Package Recycling Fee Appliance and Package Recycling	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$39.99	\$39.99
1	Warners Stelian DELIVERY FEE Delivery Fee	DEL	23340 Cree St, 55070	5/29/2024	00-HQ : WS1 - Stock	No	\$79.99	\$79.99

Subtotal	\$16,993.61
Tax	\$1,137.10
Total	\$18,130.71

IMPORTANT STATEMENT

This Quote contains product that excludes sales tax because the product is being installed by Seller. If the product is not installed by Seller, Buyer shall be liable for such tax. Seller will collect said sales tax from buyer and remit such to state tax authorities.

Customer Initials _____

Delivery Notes:

- One of the WM4000HWA-DLEX4000W sets will be stacked, the other set will be separated with pedestals. 5/29 TRH

Description Item List:

All ventilation, including parts and accessories, are non-returnable. This includes in and out-of-box ventilation items. _____ Customer received product specifications - customer to confirm all openings. In order to maintain delivery we require 48 hour cancellation notice. In cases of cancellation of delivery or installation within 48 hours a \$99.99 fee may be applied. One delivery included - additional stops are subject to charge. Recycling services available if purchased. Tech inspection required prior to service-related returns and exchanges. This is a special order item - non cancelable/non returnable.

ALL ORDERS MUST BE PAID IN FULL AT THE TIME THE SALES ORDER IS WRITTEN, DELIVERY CANNOT BE SCHEDULED WITHOUT PAYMENT FOR THE ENTIRE ORDER.

A minimum of \$149.99 charge, plus an additional charge for deliveries outside of our Local Area, is required of you should we need to return to install your appliance due to a lack of proper existing facilities.

Due to circumstances beyond our control, there is unprecedented volatility within the appliance industry supply chain. We want to be as transparent as possible and communicate fair expectations based on what we know, but there are many factors out of our control. **Due to this, we will set a targeted delivery date, but we cannot confirm that delivery date until 3 days prior. You will receive a call 3 days before your targeted delivery date to confirm the date or update the status of your order.** To limit exposure for you and our crews, we will schedule your local delivery only as a complete order. Partial order deliveries may be available for an additional fee, and pickups are available 7 days a week at our St. Paul and Des Moines warehouse or Rochester showroom.

Customer Initials: _____

Signature: _____ **Date:** _____

I have read and understand the terms and conditions of this quote.

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

Customer ("you," "your") agrees to purchase the appliances identified in this Purchase Order on the date shown from Warners' Stellan Co., Inc. ("Warners' Stellan," "we," "us," "our"). Warners' Stellan agrees to sell, deliver and service the appliances under the following terms and conditions. You acknowledge and agree to these terms with your signature on the reverse side of this Purchase Order.

DEFINITIONS

The term "appliances" means all products, services, and merchandise purchased from Warners' Stellan.

ENTIRE AGREEMENT; CONFLICTING TERMS

This Purchase Order, together with any other documents which are attached hereto, is the sole and complete contract between you and us with respect to the appliances identified herein and the delivery, installation and servicing of them. This Purchase Order supersedes all prior oral and written understandings. Conflicting, different, or additional terms are expressly rejected and shall not become a part of this Purchase Order unless accepted in writing by us, including those in any subsequent quote, form, acknowledgment, invoice or other document. No course of dealing or usage of trade or actual course of performance shall be relevant to explain or supplement any terms used herein. Any shipment or delivery of goods or performance of services ordered under this Purchase Order shall constitute acceptance of the terms and conditions herein.

CUSTOMER APPLIANCE PICK-UP

Customer appliance pick-up is at our warehouse at 550 Atwater Circle, St. Paul, MN 55103. Call 651-222-0011 twenty-four (24) hours prior to pick-up. All outstanding payments must be made prior to receiving your appliances. This Purchase Order, the sales receipt, your picture ID, and your signature acknowledging that the appliances were picked up by you are required before the appliances will be loaded into your vehicle. Warners' Stellan will assist you in loading the appliances into your vehicle. You will provide all ropes, straps, blankets and blocking and bracing materials needed to safely and securely pack the appliances for transit in your vehicle. We will not secure the merchandise in your vehicle. You will hold us harmless for any and all damage to the appliances during loading into your vehicle, after loading, and while in transit.

CONCEALED DAMAGE & FUNCTIONAL OPERATION

Upon your request, at the time of pick-up from our location or delivery to your location, Warners' Stellan will un-package, inspect and replace items if concealed damage is found. Warners' Stellan cannot accept responsibility for damage found after a packaged item leaves our facility or is accepted when delivered unless this inspection is done. Warners' Stellan cannot accept responsibility for circumstances that arise directly or consequentially as a result of improper installation by anyone other than Warners' Stellan authorized personnel. If appliances you purchase from Warners' Stellan require a major repair within 30 days from the date of invoice, you are entitled to a like product exchange/in-store credit as determined to be eligible by Warners' Stellan. Major repair is defined as: has no power or, unrepairable damage not apparent at the initial inspection. In all cases, Warners' Stellan must be allowed the opportunity at our sole discretion to have a qualified technician inspect, diagnose the unit as installed and to perform needed repairs, if repair is possible.

SCHEDULING DELIVERY OF APPLIANCES

Call 651-222-0011 to schedule appliance delivery. Deliveries are scheduled according to availability. We need fourteen (14) days prior notice to assure delivery on your preferred date. Someone over the age of 18 must be home to accept delivery of your new appliances, unless the delivery is to an unoccupied home or commercial building where other delivery arrangements have been agreed upon between you and us.

CONSENT TO RECEIVE MESSAGES

Customer consents to receive messages by text, prerecorded and artificial voice, and autodialed messages that notify you of the anticipated delivery time of your order. You agree to provide your valid mobile phone number for these services. Consent may be revoked at any time by calling us at 651-222-0011. Customer agrees to indemnify, defend, and hold Warners' Stellan harmless from any and all claims, losses, liability, cost, and expenses (including reasonable attorneys' fees) arising from your provision of a mobile phone number that is not your own or your violation of applicable, federal, state or local law, regulation, or ordinance.

MISSED DELIVERY OF APPLIANCES

If you are not home to accept delivery on the scheduled date, our driver will leave a note that a delivery was attempted. Call us at 651-222-0011 to reschedule. A minimum of \$149.99 charge, plus an additional charge for deliveries outside of our Free Local Area, for second deliveries is required of you.

INSTALLATION OF APPLIANCES

Warners' Stellan will install appliances when specified on Purchase Order. Customer locations must have an unobstructed path into and throughout the premises. You agree that we may photograph existing conditions at your premises to document the delivery, installation, and servicing of your appliances. Some appliances require additional parts not supplied by the manufacturer to complete installation. These materials will be supplied by us for an additional charge. A minimum of \$149.99 charge, plus an additional charge for deliveries outside of our Free Local Area, is required of you should we need to return to install your appliance due to a lack of proper existing facilities.

DAMAGE DURING DELIVERY

Customer shall not hold Warners' Stellan liable for damage that is not recorded at the time of delivery. When our specialists complete your delivery, you will be asked to acknowledge the delivery with your signature. If there is a problem with your delivery, explain the problem in writing prior to signing. Your signature, without having written about a problem in delivery, means that you have accepted the appliance as delivered in good order, and that we have not damaged your property in any way during delivery.

SERVICES AVAILABLE FOR ADDITIONAL CHARGE

When arranged for at the time of purchase, the following services are available for the stated additional charge: Dryer side vent - \$59.99; L.P. gas conversion dryer - \$99.99; L.P. gas conversion range - \$99.99.

SPECIAL ORDERS

Special order appliances including parts are not returnable. Special orders require a fifty percent (50%) non-refundable deposit.

RETURNS AND EXCHANGES

A minimum pick-up charge of \$149.99, plus an additional charge for deliveries outside of our Free Local Area, and a 25% restocking fee will be assessed on all appliance returns and exchanges.

HOLD HARMLESS AND WAIVER OF SUBROGATION

Customer agrees to hold Warners' Stellan, and those who install appliances on their behalf, harmless with subrogation waived for any and all damage resulting from the installation of the appliance and for any and all damage resulting from the connection of water, electrical, gas, and other power supply sources to the appliance. Customer agrees that this hold harmless and waiver applies to any and all subrogation claims asserted by customer's insurance company.

LIMITED LIABILITY

Warners' Stellan will correct any defect in its work without charge within ninety (90) days of delivery and installation. We will not be liable to you for any direct loss, indirect or consequential loss, or other damage that you incur because of that defect or because of any other failure in our service or because of any defect in any appliance of failure of the appliance to perform. We will, at your expense, use reasonable efforts to assist you with obtaining the benefits from any manufacturer's warranty on the appliance.

SEVERABILITY

The partial or complete invalidity of any provision in this Purchase Order shall not affect the validity or continuing force and effect of any other provisions.

GOVERNING LAW

This Purchase Order shall be governed by and interpreted in accordance with the laws of the State of Minnesota without giving effect to conflicts of laws principles. All disputes arising in connection with it shall be exclusively resolved in St. Paul, Minnesota

FORCE MAJEURE

Warners' Stellan is not responsible for cancellation or delay in delivery or performance resulting from causes beyond its reasonable control including, but not limited to: strikes or other labor disturbances; equipment failure; delays in transportation; inability to obtain fuel, material or parts; war; acts of terrorism; riot; epidemics; floods; fires; unusually severe weather conditions; and, accidents or other contingencies for which the non-occurrence is a basic assumption on which this purchase order was made.



FERGUSON ENTERPRISES #2009
 925 DECATUR AVENUE NORTH
 GOLDEN VALLEY, MN 55427-4325

Phone: 763-591-5700
 Fax: 763-591-5801

Agenda Item # 4F.

Deliver To:
 From: Andrew Koncar
 Comments:

15:59:21 JUL 12 2024

Page 1 of 2

FERGUSON ENTERPRISES LLC #1657

Price Quotation
 Phone: 763-591-5700
 Fax: 763-591-5801

Bid No: B391622
 Bid Date: 07/12/24
 Quoted By: AWK

Cust Phone:
 Terms: CASH ON DEMAND

Customer: RES-BUILDER 2 - PC054
 PC 054
 12500 JEFFERSON AVE
 NEWPORT NEWS, VA 23602

Ship To: CITY OF ST FRANCIS
 3754 BRIDGE ST NW
 ST FRANCIS, MN 55070

Cust PO#: CITY OF ST FRANCIS

Job Name: 3754 BRIDGE ST NW

Item	Description	Quantity	Net Price	UM	Total
	BREAK ROOM				

FGRFS2853AF	*CVR* LF FS MULTI DR FRDO CRVD DR D	1	1899.000	EA	1899.00
BSGE53C55UC	CCY LF BI DW SS 24 5CYC	1	949.000	EA	949.00
PFXSD6C72ET	LF 3/8X3/8 C 72 DW CONN W/ FHT ELL	1	24.000	EA	24.00
LGM SER2090S	CCY C/TOP MWAVE 24 SS 2.0 1200W	1	199.000	EA	199.00

	KITCHEN				

FGRFS2853AF	*CVR* LF FS MULTI DR FRDO CRVD DR D	1	1899.000	EA	1899.00
LGM SER2090S	CCY C/TOP MWAVE 24 SS 2.0 1200W	1	199.000	EA	199.00

	DAY ROOM				

FGCFG3661AF	*CVR* FRNT CNTL GAS 36	1	2989.000	EA	2989.00
JG71159	1/2 FIP x 1/2 MIP x 48 GAS CONN	1	38.000	EA	38.00
ZAK7136BSBF	*CVR* GUST UC 36IN SS BAFFLES LED	1	699.000	EA	699.00
BSGE53C55UC	CCY LF BI DW SS 24 5CYC	1	949.000	EA	949.00
PFXSD6C72ET	LF 3/8X3/8 C 72 DW CONN W/ FHT ELL	1	24.000	EA	24.00
FGRFS2853AF	*CVR* LF FS MULTI DR FRDO CRVD DR D	1	1899.000	EA	1899.00
LGM SER2090S	CCY C/TOP MWAVE 24 SS 2.0 1200W	1	199.000	EA	199.00

	MED ROOM				
MMARE124SS31A	*CVR* CCY 24 L/P BI REFRIG ADA SOLI	1	2199.000	EA	2199.00

	SCBA ROOM				

EELFW7337AW	CCY FL WSHR WHIT ELEC 4.0 7CYC	1	879.000	EA	879.00
EELFE7337AW	CCY FL DRYR WHIT ELEC 8.0 7CYC	1	719.000	EA	719.00
PF146816	3/4 X 3/4 72 SS WM HOSE	2	19.000	EA	38.00
PRD100404L	4FT 4 WIRE DRYER CORD 30 AMP	1	15.000	EA	15.00
EELPD257UIW	15 LDYR PED W/ STOR DWR WHIT	2	149.000	EA	298.00

	LAUNDRY ROOM				

EELTE7300AW	*CVR* CCY FL WSHR W/ EL DRYR	1	1499.000	EA	1499.00



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Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1657&on=281901>



FERGUSON ENTERPRISES LLC #1657

Price Quotation

Fax: 763-591-5801

Agenda Item # 4F.

15:59:21 JUL 12 2024

Reference No: B391622

Item	Description	Quantity	Net Price	UM	Total
PF146816	3/4 X 3/4 72 SS WM HOSE	2	19.000	EA	38.00
PRD100404L	4FT 4 WIRE DRYER CORD 30 AMP	1	15.000	EA	15.00

;FADIHUS	DELIVERY INTO UNIT & UNCRATE/SET INSTALLATION AVAILABLE AT SEPARATE COST	1	115.000	EA	115.00

Net Total: \$17781.00
Tax: \$1444.71
Freight: \$0.00
Total: \$19225.71

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection. Buyer shall accept delivery of products within 60 days of Seller receiving the products at Seller's warehouse. If Buyer causes or requests a delay in delivery of the products, Buyer may be subject to storage fees and additional costs caused by such delay. Seller reserves the right to requote the products and reschedule the delivery date, subject to manufacturer's lead times and price increases, if Buyer is unable to accept delivery within 60 days.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1657&on=281901>



CITY COUNCIL AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: City Hall Fire Station Furniture
DATE: August 5, 2024

OVERVIEW:

As part of the City Hall / Fire Station project, Staff has been working to piece together furniture needs for the new building. Furniture is being secured through several means in an effort to keep costs as low as possible.

1. A grant from Anoka County has been secured for all the furniture needs in the Lactation room including the chair, table and refrigerator. These funds are specific to this use. Grant of \$3,000, no City funds will be required.

2. Purchases were made for various furniture pieces by repurposing furniture from the floors closing in the Minneapolis Target Headquarters offices. This allowed us a chance to save on cabinets, desks, chairs, and the small conference room set. Total Cost \$5,231, retail market savings of \$15,997

3. OEB -is a company that has select pieces through repurposing from corporate offices. The City was able to find a few of its needs including task chairs, Dais chairs, guest chairs, four offices, training tables and chairs, and desk sets. This organization is a re-use distributor with limited options but allowed us to secure a few additional pieces. Costs include cleaning, one-year warranty, delivery and installation. Total Cost \$15,175, retail market savings of \$21,224

4. Additional furniture needs have been identified from two vendors who have submitted the attached quotes. As these costs do not vary widely one has come in a bit lower. The need for the additional vendor is to meet the furniture needs in the dayroom, remaining offices, and break room.

- a. Two bids were received; Sonus and Atmosphere.
- b. Their bids include more furniture than is needed due to our purchases at Target and OEB.
- c. Staff recommends selecting the low bidder Sonus
- d. The remaining furniture needs reduce the Sonus bid to roughly \$55,000.

Staff will be moving existing uplift desks, file cabinets, community center stackable chairs, large conference room table and chairs. By piecing out furniture needs out we have kept costs significantly lower and saved thousands of dollars.

These expenses are part of our Furniture, Fixtures and Equipment (FF&E) budget and were anticipated for the project.

ACTION TO BE CONSIDERED:

Council to authorize staff to move forward securing remaining furniture with Sonus.

Attachments:

- Atmosphere Quote
- Sonus Quote

ATMOSPHERE

COMMERCIAL INTERIORS

Agenda Item # 4G.

Quotation 695471

Quote Date 06/14/24
 Project 13743
 Customer CITYSF
 Terms NO ACCOUNT AGREEMENT
 Account Representative SHANNON OLANDER
 612.343.7323

Quote To

City of St. Francis
 23340 Cree Street Northwest
 Saint Francis MN 55070

Ship To

City of St. Francis
 Natalie Santillo
 3740 Bridge St NW
 Saint Francis MN 55070-7703

Phone +1 (763) 235-2302
 NSantillo@stfrancismn.org

Sales Location MINNEAPOLIS MN

Description	Quantity	Unit Price	Extended Price
104 - COUNCIL SEATING - OPTION 1 <i>Guest</i>			
1 HMS1 - Motivate High Density Stacker-Sled Base-Set/4 Select Arm Type: .N: No Arm Select Shell Color: .RE: Regatta Select Frame Color: .P7A: Textured Charcoal HON COMPAN Tag For HMS1 HMS1 HMS1	18	489.15	8,804.70
Sub Total			8,804.70
MINNESOTA - TAXABLE 6.875%			605.32
ANOKA CO TRANSIT/TRANSP/HOUSING			110.06
Total			9,520.08

104 - COUNCIL SEATING - OPTION 2			
2 HMS1 - Motivate High Density Stacker-Sled Base-Set/4 Select Arm Type: .N: No Arm Select Shell Color: .RE: Regatta Select Frame Color:	18	489.15	8,804.70

THIS PRICE QUOTATION INCORPORATES, BY REFERENCE, ATMOSPHERE COMMERCIAL INTERIORS TERMS AND CONDITIONS (July 2022 or prior contract signed by client). EXECUTION OF THIS PRICE QUOTATION IS BUYER'S ACCEPTANCE OF THOSE TERMS AND CONDITIONS.

ACCEPTED BY _____ / _____ / _____
 CLIENT SIGNATURE, TITLE DATE ATMOSPHERE COMMERCIAL INTERIORS

ATMOSPHERE

COMMERCIAL INTERIORS

Description	Quantity	Unit Price	Extended Price
2 .P7A: Textured Charcoal HON COMPAN Tag For HMS1 HMS1 HMS1			
3 HMPT2460NS - Between 24x60 Nesting Table Select Grommet: .N: No Grommets Select Grade: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle PINC: Pinnacle Select Paint Color: \$(P1): P1 Paint Opts .P71: Black HON COMPAN Tag For 24/60/30H 24/60/30H 24/60/30H	16	341.67	5,466.72

Sub Total	14,271.42
MINNESOTA - TAXABLE 6.875%	981.16
ANOKA CO TRANSIT/TRANSP/HOUSING	178.39
Total	15,430.97

104A - COUNCIL CHAMBERS

4 HIWMM - Ignition 2 Task Mid-back, ilira back Control Type: .Y1: Synchro-Tilt W Seat Slider Select Arm Type: .A: Height and Width Adj. Arm Select Caster/Glide Option: .S: Black All-Surface Caster Select Mesh Color: .IM: 4-Way Black Select Upholstery: \$(1): Grade 1 Uph .UR: Contourett 10: Black Select Lumbar:	13	390.55	5,077.15
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ACCEPTED BY _____ DATE _____ ATMOSPHERE COMMERCIAL INTERIORS

Description	Quantity	Unit Price	Extended Price
4 .BL: Black Adjustable Lumbar Select base: .SB: Standard Base Select Frame Color: .T: Black HON COMPAN Tag For HIWMM HIWMM			
Sub Total			5,077.15
MINNESOTA - TAXABLE 6.875%			349.05
ANOKA CO TRANSIT/TRANSP/HOUSING			63.46
Total			5,489.66

108 - SMALL MEETING

5 HJTRGH24 - 24" Cable Management Tray - Black Only Select Paint Color: .P: Black HON COMPAN Tag For HJTRGH24 HJTRGH24	1	42.87	42.87
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6 HIWMM - Ignition 2 Task Mid-back, ilira back Control Type: .Y1: Synchro-Tilt W Seat Slider Select Arm Type: .A: Height and Width Adj. Arm Select Caster/Glide Option: .S: Black All-Surface Caster Select Mesh Color: .IM: 4-Way Black Select Upholstery: \$(1): Grade 1 Uph .UR: Contourett 10: Black Select Lumbar: .BL: Black Adjustable Lumbar Select base: .SB: Standard Base Select Frame Color:	8	390.55	3,124.40
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THIS PRICE QUOTATION INCORPORATES, BY REFERENCE, ATMOSPHERE COMMERCIAL INTERIORS TERMS AND CONDITIONS (July 2022 or prior contract signed by client). EXECUTION OF THIS PRICE QUOTATION IS BUYER'S ACCEPTANCE OF THOSE TERMS AND CONDITIONS.

ACCEPTED BY _____ DATE _____ ATMOSPHERE COMMERCIAL INTERIORS

ATMOSPHERE

COMMERCIAL INTERIORS

Description	Quantity	Unit Price	Extended Price
6 .T: Black HON COMPAN Tag For HIWMM HIWMM			
7 HMACABLE - 4-Trac Elect Power Entry Cable HON COMPAN Tag For PIF PIF	1	87.33	87.33
8 HMAPLATE - 4-Trac Elect Power Entry Plate HON COMPAN Tag For Pr Plt Pr Plt	1	56.34	56.34
9 HMAPOWER96 - 4-Trac Elect 1st Circuit Power kit for 96W Table HON COMPAN Tag For 96PK1 96PK1	1	181.10	181.10
10 HMASPLIT - 4-Way Splitter Select Color Option: .P: Black HON COMPAN Tag For SPLIT SPLIT	1	29.02	29.02
11 HTG2PWR-3P-2B-2U - ElloraB G2 Flptop 3 AC Pwr-1 Dual USB-A-2 Blank Select Paint Color: .BLK: Black HON COMPAN Tag For -2U -2U -2U	1	449.52	449.52
12 HTLC4896 - Preside Preside 96W x 48D Rect Shaped Laminate Top Edge Option: .G: 2MM/Flat PINC: Pinnacle Select Grommet: .G2: Cut Out For Flip Top Port Select Laminate: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle HON COMPAN	1	476.89	476.89

THIS PRICE QUOTATION INCORPORATES, BY REFERENCE, ATMOSPHERE COMMERCIAL INTERIORS TERMS AND CONDITIONS (July 2022 or prior contract signed by client). EXECUTION OF THIS PRICE QUOTATION IS BUYER'S ACCEPTANCE OF THOSE TERMS AND CONDITIONS.

ACCEPTED BY _____ / ____/____ DATE _____ ATMOSPHERE COMMERCIAL INTERIORS
CLIENT SIGNATURE, TITLE

ATMOSPHERE

COMMERCIAL INTERIORS

Description	Quantity	Unit Price	Extended Price
12 Tag For 48/96 48/96			
13 HTLCRED57 - Preside 20x57 36H Hospitality Credenza Laminate Top Selection: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Select Edge Color: .PINC: Pinnacle Laminate Chassis Selection: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Select Pull: .G: Loop Black Back Cutout Selection: .N: No Cutout HON COMPAN Tag For 20x57 20x57	1	1,264.87	1,264.87
14 HTLHP96 - Preside Laminate Hollow Panel Base For 96" W Table Tops Select Laminate Finish: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Select Endcap Finish: .PINC: Pinnacle HON COMPAN Tag For 29H 29H	1	925.61	925.61
Sub Total			6,637.95
MINNESOTA - TAXABLE 6.875%			456.36
ANOKA CO TRANSIT/TRANSP/HOUSING			82.97
Total			7,177.28
109 - STORAGE			
15 HMSCART - Motivate Cart for Stacking Chairs HON COMPAN Tag For HMSCART HMSCART	2	281.28	562.56

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ATMOSPHERE

COMMERCIAL INTERIORS

Description	Quantity	Unit Price	Extended Price
Sub Total			562.56
MINNESOTA - TAXABLE 6.875%			38.68
ANOKA CO TRANSIT/TRANSP/HOUSING			7.03
Total			608.27

110 - SERVICE COUNTERS *lobby*

16	HML1S - Grove Single Seat Lounge	2	1,024.39	2,048.78
	Select Arm Type:			
	.A: Straight			
	Select Upholstery:			
	\$(2): Grade 2 Uph			
	.WVL: Wavelength			
	09: Tsunami			
	Grove Leg Opt:			
	.TS: Tapered Square Leg			
	Select Leg Color:			
	.PINC: Pinnacle			
	HON COMPAN			
	Tag For HML1S			
	HML1S			

17	HCWPT - 15" x 17" Personal Table	2	179.89	359.78
	Laminate Grade Options:			
	\$(L1STD): Grd L1 Standard Laminate			
	.PINC: Pinnacle			
	Select Edgeband Color:			
	.PINC: Pinnacle			
	Paint Grade Options:			
	\$(P1): P1 Paint Opt			
	.CBK: Charblack			
	HON COMPAN			
	Tag For 15x17			
	15x17			

Sub Total			2,408.56
MINNESOTA - TAXABLE 6.875%			165.59
ANOKA CO TRANSIT/TRANSP/HOUSING			30.11
Total			2,604.26

111 - SERVICE COUNTER OFFICE

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ACCEPTED BY _____ / / _____
CLIENT SIGNATURE, TITLE DATE ATMOSPHERE COMMERCIAL INTERIORS

ATMOSPHERE

COMMERCIAL INTERIORS

Description	Quantity	Unit Price	Extended Price
18 H105106 - 10500 Series 15 3/4Wx18 7/8Dx21 7/8H Mobile Ped B/F Select Top Laminate Color: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle PINC: Pinnacle HON COMPAN Tag For BF BF	2	389.63	779.26
19 H105HLEG2428 - 105 SER H-leg 24Wx28-3/8H Select Paint: \$(P1): P1 Paint Options .P: Black HON COMPAN Tag For HLEG HLEG	2	172.74	345.48
20 HSDSL29 - Abode Shared Leg Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON COMPAN Tag For SL SL	2	154.27	308.54
21 HJTRGH36 - 36" Cable Management Tray - Black Only Select Paint Color: .P: Black HON COMPAN Tag For TRGH36 TRGH36	2	52.39	104.78
22 HWR2442PN - Systems Rectangular Wksfc Edgeband 24D x 42W N Select Laminate: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Select Edgeband Color: .PINC: Pinnacle HON COMPAN Tag For 24/42 24/42	2	153.96	307.92
23 HIWMM - Ignition 2 Task Mid-back, ilira back Control Type:	2	390.55	781.10

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ATMOSPHERE

COMMERCIAL INTERIORS

Description	Quantity	Unit Price	Extended Price
<p>23 .Y1: Synchro-Tilt W Seat Slider</p> <p>Select Arm Type:</p> <p>.A: Height and Width Adj. Arm</p> <p>Select Caster/Glide Option:</p> <p>.S: Black All-Surface Caster</p> <p>Select Mesh Color:</p> <p>.IM: 4-Way Black</p> <p>Select Upholstery:</p> <p>\$(1): Grade 1 Uph</p> <p>.UR: Contourett</p> <p>10: Black</p> <p>Select Lumbar:</p> <p>.BL: Black Adjustable Lumbar</p> <p>Select base:</p> <p>.SB: Standard Base</p> <p>Select Frame Color:</p> <p>.T: Black</p> <p>HON COMPAN</p> <p>Tag For HIWMM HIWMM</p>			
<p>24 HHATW3078CT - 78W x 30D Rect Worksurface - C/T Base</p> <p>Laminate Top Selection:</p> <p>\$(L1STD): Grd L1 Standard Laminates</p> <p>.PINC: Pinnacle</p> <p>Select Edgeband Color:</p> <p>.PINC: Pinnacle</p> <p>Select Grommet:</p> <p>.X: No Grommet</p> <p>Select Color Option:</p> <p>.P: Black</p> <p>HON COMPAN</p> <p>Tag For 30/78 30/78</p>	2	236.28	472.56
<p>25 HHATM3S2LT - Max 3 Stage 2 Leg T Foot</p> <p>Select Paint Grade:</p> <p>\$(P1): P1 Paint Opts</p> <p>.P71: Black</p>	2	509.23	1,018.46

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COMMERCIAL INTERIORS

Description	Quantity	Unit Price	Extended Price
33 HIGS6 - Ignition Guest/Multi-Purpose Chair Four-Leg Stacking Select Arm Type: .F: Fixed Select Caster/Glide Option: .S: All Surface Caster Select Back: .IB: 4-Way Breeze Select Upholstery: \$(2): Grade 2 Uph .WVL: Wavelength 06: Pressure Select Frame Color: .T: Black HON COMPAN Tag For HIGS6 HIGS6	2	291.10	582.20
34 HIWMM - Ignition 2 Task Mid-back, ilira back Control Type: .Y1: Synchro-Tilt W Seat Slider Select Arm Type: .A: Height and Width Adj. Arm Select Caster/Glide Option: .S: Black All-Surface Caster Select Mesh Color: .IM: 4-Way Black Select Upholstery: \$(1): Grade 1 Uph .UR: Contourett 10: Black Select Lumbar: .BL: Black Adjustable Lumbar Select base: .SB: Standard Base Select Frame Color: .T: Black HON COMPAN	1	390.55	390.55

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CLIENT SIGNATURE, TITLE DATE ATMOSPHERE COMMERCIAL INTERIORS

ATMOSPHERE

COMMERCIAL INTERIORS

Description		Quantity	Unit Price	Extended Price
34	Tag For HIWMM HIWMM			
35	HHATB2S2LT - 2 Stage 2 Leg Rectangle T Foot Select Paint Grade: \$(P1): P1 Paint Opts .P71: Black Select Glide: .X: Standard Glide Select Keypad: .MEM: Memory Preset HON COMPAN Tag For HATB-2S-T HATB-2S-T	1	412.07	412.07
36	HHATW3066CT - 66W x 30D Rect Worksurface - C/T Base Laminate Top Selection: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Select Edgeband Color: .PINC: Pinnacle Select Grommet: .X: No Grommet Select Color Option: .P: Black HON COMPAN Tag For 30/66 30/66	1	216.46	216.46
37	HLSL2016PH2 - Ped Cushion: 20x15.8x1 Select Fabric: \$(2): Grd 2 Uph .WVL: Wavelength 06: Pressure HON COMPAN Tag For Cushion Cushion	1	190.73	190.73
38	HLSLZ5SC66 - 54"W External Stiffener Select Color Option: .P: Black HON COMPAN	1	62.34	62.34

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ATMOSPHERE

COMMERCIAL INTERIORS

Description	Quantity	Unit Price	Extended Price
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38 Tag For 54
54

Sub Total			3,984.10
MINNESOTA - TAXABLE 6.875%			273.91
ANOKA CO TRANSIT/TRANSP/HOUSING			49.80
Total			4,307.81

115 - BUILDING OFFICIAL

39	H105106 - 10500 Series 15 3/4Wx18 7/8Dx21 7/8H Mobile Ped B/F	1	389.63	389.63
	Select Top Laminate Color:			
	\$(L1STD): Grd L1 Standard Laminates			
	.PINC: Pinnacle			
	PINC: Pinnacle			
	HON COMPAN			
	Tag For BF			
	BF			

40	H10541X - 10500 Series Cred Shell 72W x 24D x 29-1/2H	1	379.68	379.68
	Select Top Laminate Color:			
	\$(L1STD): Grd L1 Standard Laminates			
	.PINC: Pinnacle			
	PINC: Pinnacle			
	HON COMPAN			
	Tag For 24/72			
	24/72			

41	HMASD - Dual Dynamic Monitor Arm	1	361.89	361.89
	Select Paint:			
	.BLK: Black			
	HON COMPAN			
	Tag For MA			
	MA			

42	HUSLMOD1360 - Laminate Modesty 13h x 60w	1	233.84	233.84
	Select Laminate:			
	\$(L1STD): Grd L1 Standard Laminates			
	.PINC: Pinnacle			
	Select Edgeband Color:			
	.PINC: Pinnacle			
	Select Color Option:			
	.P: Black			
	HON COMPAN			

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 CLIENT SIGNATURE, TITLE DATE ATMOSPHERE COMMERCIAL INTERIORS

ATMOSPHERE

COMMERCIAL INTERIORS

Description	Quantity	Unit Price	Extended Price
47 Tag For 2S-T 2S-T 2S-T			
48 HHATW3066CT - 66W x 30D Rect Worksurface - C/T Base Laminate Top Selection: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Select Edgeband Color: .PINC: Pinnacle Select Grommet: .X: No Grommet Select Color Option: .P: Black HON COMPAN Tag For 30/66 30/66	1	216.46	216.46
49 HSL2016PH2 - Ped Cushion: 20x15.8x1 Select Fabric: \$(2): Grd 2 Uph .WVL: Wavelength 06: Pressure HON COMPAN Tag For on on on	1	190.73	190.73
50 HSLZ5SC66 - 54"W External Stiffener Select Color Option: .P: Black HON COMPAN Tag For 54 54	1	62.34	62.34
Sub Total			3,984.10
MINNESOTA - TAXABLE 6.875%			273.91
ANOKA CO TRANSIT/TRANSP/HOUSING			49.80
Total			4,307.81

116 - OFFICE

51 H105106 - 10500 Series 15 3/4Wx18 7/8Dx21 7/8H Mobile Ped B/F Select Top Laminate Color: \$(L1STD): Grd L1 Standard Laminates	1	389.63	389.63
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Description	Quantity	Unit Price	Extended Price
51 .PINC: Pinnacle PINC: Pinnacle HON COMPAN Tag For BF BF			
52 H10541X - 10500 Series Cred Shell 72W x 24D x 29-1/2H Select Top Laminate Color: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle PINC: Pinnacle HON COMPAN Tag For 24/72 24/72	1	379.68	379.68
53 HMASD - Dual Dynamic Monitor Arm Select Paint: .BLK: Black HON COMPAN Tag For MA MA	1	361.89	361.89
54 HUSLMOD1360 - Laminate Modesty 13h x 60w Select Laminate: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Select Edgeband Color: .PINC: Pinnacle Select Color Option: .P: Black HON COMPAN Tag For HUSLMOD1360 HUSLMOD1360	1	233.84	233.84
55 HJTRGH36 - 36" Cable Management Tray - Black Only Select Paint Color: .P: Black HON COMPAN Tag For TRGH36 TRGH36	1	52.39	52.39
56 HSWP651224RL - Contain 65Hx12Wx24D WardrobeTwr Plinth Laminate Front Select Base Type:	1	712.32	712.32

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ATMOSPHERE

COMMERCIAL INTERIORS

Description	Quantity	Unit Price	Extended Price
<p>56 .BX: Recessed Plinth Select Pull Type: .S: Square PR6: Silver Select Case Paint: \$(P1): P1 Paint Opts .P: Black Select Laminate: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Lock/Omt Opts: .L: Standard Random Key Lock HON COMPAN Tag For 24x12x65H 24x12x65H</p>	2	291.10	582.20
<p>57 HIGS6 - Ignition Guest/Multi-Purpose Chair Four-Leg Stacking Select Arm Type: .F: Fixed Select Caster/Glide Option: .S: All Surface Caster Select Back: .IB: 4-Way Breeze Select Upholstery: \$(2): Grade 2 Uph .WVL: Wavelength 06: Pressure Select Frame Color: .T: Black HON COMPAN Tag For HIGS6 HIGS6</p>	1	390.55	390.55

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ATMOSPHERE

COMMERCIAL INTERIORS

Description	Quantity	Unit Price	Extended Price
<p>58 .S: Black All-Surface Caster Select Mesh Color: .IM: 4-Way Black Select Upholstery: \$(1): Grade 1 Uph .UR: Contourett 10: Black Select Lumbar: .BL: Black Adjustable Lumbar Select base: .SB: Standard Base Select Frame Color: .T: Black HON COMPAN Tag For HIWMM HIWMM</p>			
<p>59 HHATB2S2LT - 2 Stage 2 Leg Rectangle T Foot Select Paint Grade: \$(P1): P1 Paint Opts .P71: Black Select Glide: .X: Standard Glide Select Keypad: .MEM: Memory Preset HON COMPAN Tag For HATB-2S-T HATB-2S-T</p>	1	412.07	412.07
<p>60 HHATW3066CT - 66W x 30D Rect Worksurface - C/T Base Laminate Top Selection: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Select Edgeband Color: .PINC: Pinnacle Select Grommet: .X: No Grommet Select Color Option: .P: Black</p>	1	216.46	216.46

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ACCEPTED BY _____ DATE _____ ATMOSPHERE COMMERCIAL INTERIORS
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ATMOSPHERE

COMMERCIAL INTERIORS

Description	Quantity	Unit Price	Extended Price
60 HON COMPAN Tag For 30/66 30/66			
61 HSL2016PH2 - Ped Cushion: 20x15.8x1 Select Fabric: \$(2): Grd 2 Uph .WVL: Wavelength .06: Pressure HON COMPAN Tag For Cushion Cushion	1	190.73	190.73
62 HSL25SC66 - 54"W External Stiffener Select Color Option: .P: Black HON COMPAN Tag For 54 54	1	62.34	62.34
Sub Total			3,984.10
MINNESOTA - TAXABLE 6.875%			273.91
ANOKA CO TRANSIT/TRANSP/HOUSING			49.80
Total			4,307.81

117 - OFFICE

63 HSWP651224LL - Contain 65Hx12Wx24D WardrobeTwr Plinth Laminate Front Select Base Type: .BX: Recessed Plinth Select Pull Type: .S: Square PR6: Silver Select Case Paint: \$(P1): P1 Paint Opts .P: Black Select Laminate: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Lock/Omt Opts: .L: Standard Random Key Lock HON COMPAN	1	712.32	712.32
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ATMOSPHERE

COMMERCIAL INTERIORS

Description	Quantity	Unit Price	Extended Price
63 Tag For 24x12x65H 24x12x65H			
Sub Total			712.32
MINNESOTA - TAXABLE 6.875%			48.97
ANOKA CO TRANSIT/TRANSP/HOUSING			8.90
Total			770.19

119 - OFFICE

64 H105106 - 10500 Series 15 3/4Wx18 7/8Dx21 7/8H Mobile Ped B/F	1	389.63	389.63
Select Top Laminate Color:			
\$(L1STD): Grd L1 Standard Laminates			
.PINC: Pinnacle			
PINC: Pinnacle			
HON COMPAN			
Tag For	BF		
	BF		

65 H10541X - 10500 Series Cred Shell 72W x 24D x 29-1/2H	1	379.68	379.68
Select Top Laminate Color:			
\$(L1STD): Grd L1 Standard Laminates			
.PINC: Pinnacle			
PINC: Pinnacle			
HON COMPAN			
Tag For	24/72		
	24/72		

66 HMASD - Dual Dynamic Monitor Arm	1	361.89	361.89
Select Paint:			
.BLK: Black			
HON COMPAN			
Tag For	MA		
	MA		

67 HUSLMOD1360 - Laminate Modesty 13h x 60w	1	233.84	233.84
Select Laminate:			
\$(L1STD): Grd L1 Standard Laminates			
.PINC: Pinnacle			
Select Edgeband Color:			
.PINC: Pinnacle			
Select Color Option:			
.P: Black			
HON COMPAN			

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 CLIENT SIGNATURE, TITLE DATE ATMOSPHERE COMMERCIAL INTERIORS

Description	Quantity	Unit Price	Extended Price
70 .T: Black HON COMPAN Tag For HIGS6 HIGS6			
71 HIWMM - Ignition 2 Task Mid-back, ilira back Control Type: .Y1: Synchro-Tilt W Seat Slider Select Arm Type: .A: Height and Width Adj. Arm Select Caster/Glide Option: .S: Black All-Surface Caster Select Mesh Color: .IM: 4-Way Black Select Upholstery: \$(1): Grade 1 Uph .UR: Contourett 10: Black Select Lumbar: .BL: Black Adjustable Lumbar Select base: .SB: Standard Base Select Frame Color: .T: Black HON COMPAN Tag For HIWMM HIWMM	1	390.55	390.55
72 HHATB2S2LT - 2 Stage 2 Leg Rectangle T Foot Select Paint Grade: \$(P1): P1 Paint Opts .P71: Black Select Glide: .X: Standard Glide Select Keypad: .MEM: Memory Preset HON COMPAN Tag For HATB-2S-T HATB-2S-T	1	412.07	412.07

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ATMOSPHERE
COMMERCIAL INTERIORS

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Description	Quantity	Unit Price	Extended Price
73 HHATW3066CT - 66W x 30D Rect Worksurface - C/T Base Laminate Top Selection: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Select Edgeband Color: .PINC: Pinnacle Select Grommet: .X: No Grommet Select Color Option: .P: Black HON COMPAN Tag For 30/66 30/66	1	216.46	216.46
74 HLSL2016PH2 - Ped Cushion: 20x15.8x1 Select Fabric: \$(2): Grd 2 Uph .WVL: Wavelength 06: Pressure HON COMPAN Tag For Cushion Cushion	1	190.73	190.73
75 HLSLZ5SC66 - 54"W External Stiffener Select Color Option: .P: Black HON COMPAN Tag For 54 54	1	62.34	62.34
Sub Total MINNESOTA - TAXABLE 6.875% ANOKA CO TRANSIT/TRANSP/HOUSING Total			3,984.10 273.91 49.80 4,307.81
122 - OFFICE			
76 HSWP651224LL - Contain 65Hx12Wx24D WardrobeTwr Plinth Laminate Front Select Base Type: .BX: Recessed Plinth Select Pull Type: .S: Square	1	712.32	712.32

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Description	Quantity	Unit Price	Extended Price
76 PR6: Silver Select Case Paint: \$(P1): P1 Paint Opts .P: Black Select Laminate: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Lock/Omt Opts: .L: Standard Random Key Lock HON COMPAN Tag For 24x12x65H 24x12x65H			

Sub Total			712.32
MINNESOTA - TAXABLE 6.875%			48.97
ANOKA CO TRANSIT/TRANSP/HOUSING			8.90
Total			770.19

123 - CITY ADMIN

77 HIGS6 - Ignition Guest/Multi-Purpose Chair Four-Leg Stacking	4	277.01	1,108.04
Select Arm Type: .N: Armless Select Caster/Glide Option: .S: All Surface Caster Select Back: .IB: 4-Way Breeze Select Upholstery: \$(2): Grade 2 Uph .WVL: Wavelength 06: Pressure Select Frame Color: .T: Black HON COMPAN Tag For HIGS6 HIGS6			

78 HBTRND36 - 36" Round Top	1	182.71	182.71
Select Grommet: .N: No Grommets Select Grade:			

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ATMOSPHERE

COMMERCIAL INTERIORS

Description	Quantity	Unit Price	Extended Price
78 \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Select Edgeband Color: .PINC: Pinnacle HON COMPAN Tag For 36/31H 36/31H			
79 HBTTX30S - Seated height X-base for support of 30 36" tops Select Paint Color: \$(P1): P1 Paint Opts .CBK: Charblack HON COMPAN Tag For X30S X30S	1	160.57	160.57
Sub Total			1,451.32
MINNESOTA - TAXABLE 6.875%			99.78
ANOKA CO TRANSIT/TRANSP/HOUSING			18.14
Total			1,569.24

124 - OFFICE

80 H105106 - 10500 Series 15 3/4Wx18 7/8Dx21 7/8H Mobile Ped B/F Select Top Laminate Color: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle PINC: Pinnacle HON COMPAN Tag For BF BF	1	389.63	389.63
81 H10541X - 10500 Series Cred Shell 72W x 24D x 29-1/2H Select Top Laminate Color: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle PINC: Pinnacle HON COMPAN Tag For 24/72 24/72	1	379.68	379.68
82 HMASD - Dual Dynamic Monitor Arm Select Paint: .BLK: Black	1	361.89	361.89

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CLIENT SIGNATURE, TITLE

_____/_____/_____
DATE

ATMOSPHERE COMMERCIAL INTERIORS

ATMOSPHERE

COMMERCIAL INTERIORS

Description	Quantity	Unit Price	Extended Price
82 HON COMPAN Tag For MA MA			
83 HUSLMOD1360 - Laminate Modesty 13h x 60w Select Laminate: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Select Edgeband Color: .PINC: Pinnacle Select Color Option: .P: Black HON COMPAN Tag For HUSLMOD1360 HUSLMOD1360	1	233.84	233.84
84 HJTRGH36 - 36" Cable Management Tray - Black Only Select Paint Color: .P: Black HON COMPAN Tag For TRGH36 TRGH36	1	52.39	52.39
85 HSWP651224RL - Contain 65Hx12Wx24D WardrobeTwr Plinth Laminate Front Select Base Type: .BX: Recessed Plinth Select Pull Type: .S: Square PR6: Silver Select Case Paint: \$(P1): P1 Paint Opts .P: Black Select Laminate: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Lock/Omt Opts: .L: Standard Random Key Lock HON COMPAN Tag For 24x12x65H 24x12x65H	1	712.32	712.32
86 HIGS6 - Ignition Guest/Multi-Purpose Chair Four-Leg Stacking	2	291.10	582.20

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CLIENT SIGNATURE, TITLE

ATMOSPHERE

COMMERCIAL INTERIORS

Description	Quantity	Unit Price	Extended Price
<p>86 Select Arm Type: .F: Fixed</p> <p>Select Caster/Glide Option: .S: All Surface Caster</p> <p>Select Back: .IB: 4-Way Breeze</p> <p>Select Upholstery: \$(2): Grade 2 Uph .WVL: Wavelength 06: Pressure</p> <p>Select Frame Color: .T: Black</p> <p>HON COMPAN</p> <p>Tag For HIGS6 HIGS6</p>			
<p>87 HIWMM - Ignition 2 Task Mid-back, ilira back</p> <p>Control Type: .Y1: Synchro-Tilt W Seat Slider</p> <p>Select Arm Type: .A: Height and Width Adj. Arm</p> <p>Select Caster/Glide Option: .S: Black All-Surface Caster</p> <p>Select Mesh Color: .IM: 4-Way Black</p> <p>Select Upholstery: \$(1): Grade 1 Uph .UR: Contourett 10: Black</p> <p>Select Lumbar: .BL: Black Adjustable Lumbar</p> <p>Select base: .SB: Standard Base</p> <p>Select Frame Color: .T: Black</p> <p>HON COMPAN</p> <p>Tag For HIWMM HIWMM</p>	1	390.55	390.55

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Quotation 695471

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Description	Quantity	Unit Price	Extended Price
Sub Total			3,984.10
MINNESOTA - TAXABLE 6.875%			273.91
ANOKA CO TRANSIT/TRANSP/HOUSING			49.80
Total			4,307.81

125 - BREAKROOM

92	HMG2 - Motivate 4-Leg Stack Chair-Uph Seat-Set/2	2	414.02	828.04
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- Select Arm Type:
- .N: No Arm
- Select Caster Option:
- .E: Standard Nylon Glide
- Select Shell Color:
- .RE: Regatta
- Select Upholstery:
- \$(3): Grade 3 Uph
- .NTN: Notion
- 09: Dockside
- Select Frame Color:
- .P7A: Textured Charcoal

HON COMPAN
 Tag For HMG2
 HMG2

93	HMG7 - Motivate 4-Leg Cafe Ht Stool-Uph Seat	4	300.49	1,201.96
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- Select Arm Type:
- .N: No Arm
- Select Caster Option:
- .E: Standard Nylon Glide
- Select Shell Color:
- .RE: Regatta
- Select Upholstery:
- \$(3): Grade 3 Uph
- .NTN: Notion
- 09: Dockside
- Select Frame Color:
- .P7A: Textured Charcoal

HON COMPAN
 Tag For HMG7
 HMG7

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Description	Quantity	Unit Price	Extended Price
94 HBTTX36 - 36" Soft Square Top Select Grommet: .N: No Grommets Select Grade: \$(L1STD): Grd L1 Standard Laminates .LOFT: Loft Select Edgeband Color: .LOFT: Loft HON COMPAN Tag For 36/31H 36/31H	2	182.71	365.42

95 HBTTX30S - Seated height X-base for support of 30 36" tops Select Paint Color: \$(P1): P1 Paint Opts .P7A: Textured Charcoal HON COMPAN Tag For X30S X30S	1	160.57	160.57
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96 HBTTX42S - Standing height X-base for support of 30 36" tops Select Paint Color: \$(P1): P1 Paint Opts .P7A: Textured Charcoal HON COMPAN Tag For X42S X42S	1	192.77	192.77
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Sub Total			2,748.76
MINNESOTA - TAXABLE 6.875%			188.98
ANOKA CO TRANSIT/TRANSP/HOUSING			34.36
Total			2,972.10

204 - OFFICE

97 H105106 - 10500 Series 15 3/4Wx18 7/8Dx21 7/8H Mobile Ped B/F Select Top Laminate Color: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle PINC: Pinnacle HON COMPAN Tag For BF BF	1	389.63	389.63
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Description	Quantity	Unit Price	Extended Price
98 H105R3072 - 72Wx30D Rectangle Worksurface Select Top Laminate Color: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle PINC: Pinnacle HON COMPAN Tag For 30/72 30/72	1	219.93	219.93
99 HMASD - Dual Dynamic Monitor Arm Select Paint: .BLK: Black HON COMPAN Tag For MA MA	1	361.89	361.89
100 H105HLEG3028 - 105 SER H-leg 30Wx28-3/8H Select Paint: \$(P1): P1 Paint Options .P: Black HON COMPAN Tag For HLEG HLEG	2	192.66	385.32
101 HUSLMOD1354 - Laminate Modesty 13h x 54w Select Laminate: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Select Edgeband Color: .PINC: Pinnacle Select Color Option: .P: Black HON COMPAN Tag For HUSLMOD1354 HUSLMOD1354	1	229.57	229.57
102 HJTRGH24 - 24" Cable Management Tray - Black Only Select Paint Color: .P: Black HON COMPAN Tag For TRGH24 TRGH24	1	42.87	42.87
103 HSPW651224RL - Contain 65Hx12Wx24D WardrobeTwr Plinth Laminate	1	712.32	712.32

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ATMOSPHERE

COMMERCIAL INTERIORS

Description	Quantity	Unit Price	Extended Price
<p>103 Front Select Base Type: .BX: Recessed Plinth Select Pull Type: .S: Square PR6: Silver Select Case Paint: \$(P1): P1 Paint Opts .P: Black Select Laminate: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Lock/Omt Opts: .L: Standard Random Key Lock HON COMPAN Tag For 24x12x65H 24x12x65H</p>			

<p>104 HIGS6 - Ignition Guest/Multi-Purpose Chair Four-Leg Stacking Select Arm Type: .N: Armless Select Caster/Glide Option: .S: All Surface Caster Select Back: .IB: 4-Way Breeze Select Upholstery: \$(2): Grade 2 Uph .WVL: Wavelength 06: Pressure Select Frame Color: .T: Black HON COMPAN Tag For HIGS6 HIGS6</p>	2	277.01	554.02
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<p>105 HIWMM - Ignition 2 Task Mid-back, ilira back Control Type: .Y1: Synchro-Tilt W Seat Slider Select Arm Type: .A: Height and Width Adj. Arm</p>	1	390.55	390.55
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Description	Quantity	Unit Price		Extended Price
<p>105 Select Caster/Glide Option: .S: Black All-Surface Caster</p> <p>Select Mesh Color: .IM: 4-Way Black</p> <p>Select Upholstery: \$(1): Grade 1 Uph .UR: Contourett 10: Black</p> <p>Select Lumbar: .BL: Black Adjustable Lumbar</p> <p>Select base: .SB: Standard Base</p> <p>Select Frame Color: .T: Black</p> <p>HON COMPAN</p> <p>Tag For HIWMM HIWMM</p>				
<p>106 HHATB2S2LT - 2 Stage 2 Leg Rectangle T Foot</p> <p>Select Paint Grade: \$(P1): P1 Paint Opt</p> <p> .P71: Black</p> <p>Select Glide: .X: Standard Glide</p> <p>Select Keypad: .MEM: Memory Preset</p> <p>HON COMPAN</p> <p>Tag For HATB-2S-T HATB-2S-T</p>	1	412.07		412.07
<p>107 HHATW3060CT - 60W x 30D Rect Worksurface - C/T Base</p> <p>Laminate Top Selection: \$(L1STD): Grd L1 Standard Laminates</p> <p> .PINC: Pinnacle</p> <p>Select Edgeband Color: .PINC: Pinnacle</p> <p>Select Grommet: .X: No Grommet</p> <p>Select Color Option:</p>	1	200.61		200.61

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Description	Quantity	Unit Price	Extended Price
107 .P: Black HON COMPAN Tag For 30/60 30/60			
108 HSL2016PH2 - Ped Cushion: 20x15.8x1 Select Fabric: \$(2): Grd 2 Uph .WVL: Wavelength 06: Pressure HON COMPAN Tag For Cushion Cushion	1	190.73	190.73
109 HSLZ55C72 - 60"W External Stiffener Select Color Option: .P: Black HON COMPAN Tag For 60 60	1	67.54	67.54
Sub Total			4,157.05
MINNESOTA - TAXABLE 6.875%			285.80
ANOKA CO TRANSIT/TRANSP/HOUSING			51.96
Total			4,494.81
205 - OFFICE			
110 H105106 - 10500 Series 15 3/4Wx18 7/8Dx21 7/8H Mobile Ped B/F Select Top Laminate Color: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle PINC: Pinnacle HON COMPAN Tag For BF BF	1	389.63	389.63
111 H105R3072 - 72Wx30D Rectangle Worksurface Select Top Laminate Color: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle PINC: Pinnacle HON COMPAN Tag For 30/72 30/72	1	219.93	219.93

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Description	Quantity	Unit Price	Extended Price
112 HMASD - Dual Dynamic Monitor Arm Select Paint: .BLK: Black HON COMPAN Tag For MA MA	1	361.89	361.89
113 H105HLEG3028 - 105 SER H-leg 30Wx28-3/8H Select Paint: \$(P1): P1 Paint Options .P: Black HON COMPAN Tag For HLEG HLEG	2	192.66	385.32
114 HUSLMOD1354 - Laminate Modesty 13h x 54w Select Laminate: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Select Edgeband Color: .PINC: Pinnacle Select Color Option: .P: Black HON COMPAN Tag For HUSLMOD1354 HUSLMOD1354	1	229.57	229.57
115 HJTRGH24 - 24" Cable Management Tray - Black Only Select Paint Color: .P: Black HON COMPAN Tag For TRGH24 TRGH24	1	42.87	42.87
116 HSWP651224RL - Contain 65Hx12Wx24D WardrobeTwr Plinth Laminate Front Select Base Type: .BX: Recessed Plinth Select Pull Type: .S: Square PR6: Silver Select Case Paint: \$(P1): P1 Paint Opts	1	712.32	712.32

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Description	Quantity	Unit Price	Extended Price
116 .P: Black Select Laminate: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Lock/Omt Opts: .L: Standard Random Key Lock HON COMPAN Tag For 24x12x65H 24x12x65H			
117 HIGS6 - Ignition Guest/Multi-Purpose Chair Four-Leg Stacking Select Arm Type: .N: Armless Select Caster/Glide Option: .S: All Surface Caster Select Back: .IB: 4-Way Breeze Select Upholstery: \$(2): Grade 2 Uph .WVL: Wavelength 06: Pressure Select Frame Color: .T: Black HON COMPAN Tag For HIGS6 HIGS6	2	277.01	554.02
118 HIWMM - Ignition 2 Task Mid-back, ilira back Control Type: .Y1: Synchro-Tilt W Seat Slider Select Arm Type: .A: Height and Width Adj. Arm Select Caster/Glide Option: .S: Black All-Surface Caster Select Mesh Color: .IM: 4-Way Black Select Upholstery: \$(1): Grade 1 Uph .UR: Contourett	1	390.55	390.55

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Description	Quantity	Unit Price	Extended Price
118 10: Black Select Lumbar: .BL: Black Adjustable Lumbar Select base: .SB: Standard Base Select Frame Color: .T: Black HON COMPAN Tag For HIWMM HIWMM			
119 HHATB2S2LT - 2 Stage 2 Leg Rectangle T Foot Select Paint Grade: \$(P1): P1 Paint Opts .P71: Black Select Glide: .X: Standard Glide Select Keypad: .MEM: Memory Preset HON COMPAN Tag For HATB-2S-T HATB-2S-T	1	412.07	412.07
120 HHATW3060CT - 60W x 30D Rect Worksurface - C/T Base Laminate Top Selection: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Select Edgeband Color: .PINC: Pinnacle Select Grommet: .X: No Grommet Select Color Option: .P: Black HON COMPAN Tag For 30/60 30/60	1	200.61	200.61
121 HLSL2016PH2 - Ped Cushion: 20x15.8x1 Select Fabric: \$(2): Grd 2 Uph .WVL: Wavelength	1	190.73	190.73

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Description	Quantity	Unit Price	Extended Price
126 \$(P1): P1 Paint Options .P: Black HON COMPAN Tag For HLEG HLEG			
127 HUSLMOD1354 - Laminate Modesty 13h x 54w Select Laminate: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Select Edgeband Color: .PINC: Pinnacle Select Color Option: .P: Black HON COMPAN Tag For HUSLMOD1354 HUSLMOD1354	1	229.57	229.57
128 HJTRGH24 - 24" Cable Management Tray - Black Only Select Paint Color: .P: Black HON COMPAN Tag For TRGH24 TRGH24	1	42.87	42.87
129 HSWP651224LL - Contain 65Hx12Wx24D WardrobeTwr Plinth Laminate Front Select Base Type: .BX: Recessed Plinth Select Pull Type: .S: Square PR6: Silver Select Case Paint: \$(P1): P1 Paint Opt .P: Black Select Laminate: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Lock/Omt Opts: .L: Standard Random Key Lock HON COMPAN	1	712.32	712.32

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Description	Quantity	Unit Price	Extended Price
129 Tag For 24x12x65H 24x12x65H			
130 HIGS6 - Ignition Guest/Multi-Purpose Chair Four-Leg Stacking Select Arm Type: .N: Armless Select Caster/Glide Option: .S: All Surface Caster Select Back: .IB: 4-Way Breeze Select Upholstery: \$(2): Grade 2 Uph .WVL: Wavelength 06: Pressure Select Frame Color: .T: Black HON COMPAN Tag For HIGS6 HIGS6	2	277.01	554.02
131 HIWMM - Ignition 2 Task Mid-back, ilira back Control Type: .Y1: Synchro-Tilt W Seat Slider Select Arm Type: .A: Height and Width Adj. Arm Select Caster/Glide Option: .S: Black All-Surface Caster Select Mesh Color: .IM: 4-Way Black Select Upholstery: \$(1): Grade 1 Uph .UR: Contourett 10: Black Select Lumbar: .BL: Black Adjustable Lumbar Select base: .SB: Standard Base Select Frame Color: .T: Black	1	390.55	390.55

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Description	Quantity	Unit Price	Extended Price
131 HON COMPAN Tag For HIWMM HIWMM			
132 HHATB2S2LT - 2 Stage 2 Leg Rectangle T Foot Select Paint Grade: \$(P1): P1 Paint Opts .P71: Black Select Glide: .X: Standard Glide Select Keypad: .MEM: Memory Preset HON COMPAN Tag For HATB-2S-T HATB-2S-T	1	412.07	412.07
133 HHATW3060CT - 60W x 30D Rect Worksurface - C/T Base Laminate Top Selection: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Select Edgeband Color: .PINC: Pinnacle Select Grommet: .X: No Grommet Select Color Option: .P: Black HON COMPAN Tag For 30/60 30/60	1	200.61	200.61
134 HLSL2016PH2 - Ped Cushion: 20x15.8x1 Select Fabric: \$(2): Grd 2 Uph .WVL: Wavelength 06: Pressure HON COMPAN Tag For Cushion Cushion	1	190.73	190.73
135 HLSLZ5SC48 - 36"W External Stiffener Select Color Option: .P: Black	1	52.39	52.39

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Description	Quantity	Unit Price	Extended Price
135 HON COMPAN Tag For 48 48			
136 HLSLZ5SC72 - 60"W External Stiffener Select Color Option: .P: Black HON COMPAN Tag For 60 60	1	67.54	67.54
Sub Total			4,209.44
MINNESOTA - TAXABLE 6.875%			289.40
ANOKA CO TRANSIT/TRANSP/HOUSING			52.62
Total			4,551.46
207 - OFFICE			
137 H105106 - 10500 Series 15 3/4Wx18 7/8Dx21 7/8H Mobile Ped B/F Select Top Laminate Color: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle PINC: Pinnacle HON COMPAN Tag For BF BF	1	389.63	389.63
138 H105R3072 - 72Wx30D Rectangle Worksurface Select Top Laminate Color: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle PINC: Pinnacle HON COMPAN Tag For 30/72 30/72	1	219.93	219.93
139 HMASD - Dual Dynamic Monitor Arm Select Paint: .BLK: Black HON COMPAN Tag For MA MA	1	361.89	361.89
140 H105HLEG3028 - 105 SER H-leg 30Wx28-3/8H Select Paint: \$(P1): P1 Paint Options	2	192.66	385.32

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Description	Quantity	Unit Price	Extended Price
140 .P: Black HON COMPAN Tag For HLEG HLEG			
141 HUSLMOD1354 - Laminate Modesty 13h x 54w Select Laminate: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Select Edgeband Color: .PINC: Pinnacle Select Color Option: .P: Black HON COMPAN Tag For HUSLMOD1354 HUSLMOD1354	1	229.57	229.57
142 HJTRGH24 - 24" Cable Management Tray - Black Only Select Paint Color: .P: Black HON COMPAN Tag For TRGH24 TRGH24	1	42.87	42.87
143 HSWP651224RL - Contain 65Hx12Wx24D WardrobeTwr Plinth Laminate Front Select Base Type: .BX: Recessed Plinth Select Pull Type: .S: Square PR6: Silver Select Case Paint: \$(P1): P1 Paint Opts .P: Black Select Laminate: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Lock/Omt Opts: .L: Standard Random Key Lock HON COMPAN Tag For 24x12x65H 24x12x65H	1	712.32	712.32

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Description	Quantity	Unit Price	Extended Price
<p>144 HIGS6 - Ignition Guest/Multi-Purpose Chair Four-Leg Stacking</p> <p>Select Arm Type: .N: Armless</p> <p>Select Caster/Glide Option: .S: All Surface Caster</p> <p>Select Back: .IB: 4-Way Breeze</p> <p>Select Upholstery: \$(2): Grade 2 Uph .WVL: Wavelength 06: Pressure</p> <p>Select Frame Color: .T: Black</p> <p>HON COMPAN</p> <p>Tag For HIGS6 HIGS6</p>	2	277.01	554.02
<p>145 HIWMM - Ignition 2 Task Mid-back, ilira back</p> <p>Control Type: .Y1: Synchro-Tilt W Seat Slider</p> <p>Select Arm Type: .A: Height and Width Adj. Arm</p> <p>Select Caster/Glide Option: .S: Black All-Surface Caster</p> <p>Select Mesh Color: .IM: 4-Way Black</p> <p>Select Upholstery: \$(1): Grade 1 Uph .UR: Contourett 10: Black</p> <p>Select Lumbar: .BL: Black Adjustable Lumbar</p> <p>Select base: .SB: Standard Base</p> <p>Select Frame Color: .T: Black</p> <p>HON COMPAN</p>	1	390.55	390.55

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Description		Quantity	Unit Price	Extended Price
145	Tag For HIWMM HIWMM			
146	HHATB2S2LT - 2 Stage 2 Leg Rectangle T Foot Select Paint Grade: \$(P1): P1 Paint Opts .P71: Black Select Glide: .X: Standard Glide Select Keypad: .MEM: Memory Preset HON COMPAN Tag For HATB-2S-T HATB-2S-T	1	412.07	412.07
147	HHATW3060CT - 60W x 30D Rect Worksurface - C/T Base Laminate Top Selection: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Select Edgeband Color: .PINC: Pinnacle Select Grommet: .X: No Grommet Select Color Option: .P: Black HON COMPAN Tag For 30/60 30/60	1	200.61	200.61
148	HLSL2016PH2 - Ped Cushion: 20x15.8x1 Select Fabric: \$(2): Grd 2 Uph .WVL: Wavelength 06: Pressure HON COMPAN Tag For Cushion Cushion	1	190.73	190.73
149	HLSLZ5SC72 - 60"W External Stiffener Select Color Option: .P: Black HON COMPAN	1	67.54	67.54

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Description	Quantity	Unit Price	Extended Price
149 Tag For 60 60			
Sub Total			4,157.05
MINNESOTA - TAXABLE 6.875%			285.80
ANOKA CO TRANSIT/TRANSP/HOUSING			51.96
Total			4,494.81

209 - TRAINING ROOM

150	HIGS6 - Ignition Guest/Multi-Purpose Chair Four-Leg Stacking Select Arm Type: .N: Armless Select Caster/Glide Option: .S: All Surface Caster Select Back: .IM: 4-Way Black Select Upholstery: \$(1): Grade 1 Uph ~: Undecided FABRIC Option Select Frame Color: .T: Black HON COMPAN Tag For HIGS6 HIGS6	48	259.94	12,477.12
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151	HMPT2460NS - Between 24x60 Nesting Table Select Grommet: .N: No Grommets Select Grade: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle PINC: Pinnacle Select Paint Color: \$(P1): P1 Paint Opts .P71: Black HON COMPAN Tag For 24/60/30H 24/60/30H	24	341.67	8,200.08
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THIS PRICE QUOTATION INCORPORATES, BY REFERENCE, ATMOSPHERE COMMERCIAL INTERIORS TERMS AND CONDITIONS (July 2022 or prior contract signed by client). EXECUTION OF THIS PRICE QUOTATION IS BUYER'S ACCEPTANCE OF THOSE TERMS AND CONDITIONS.

ACCEPTED BY _____ / _____ / _____
CLIENT SIGNATURE, TITLE DATE ATMOSPHERE COMMERCIAL INTERIORS

ATMOSPHERE

COMMERCIAL INTERIORS

Description	Quantity	Unit Price	Extended Price
Sub Total			20,677.20
MINNESOTA - TAXABLE 6.875%			1,421.56
ANOKA CO TRANSIT/TRANSP/HOUSING			258.47
Total			22,357.23

225 - DAYROOM

152	H2165 - Cambia Arc arm slat wood back Wood Finish Selection: .PINC: Pinnacle 679 Select Upholstery for 2165: \$(3): Grade 3 Uph .NTN: Notion 26: Twilight HON COMPAN Tag For H2165 H2165	8	458.41	3,667.28
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153	HCWPT - 15" x 17" Personal Table Laminate Grade Options: \$(L1STD): Grd L1 Standard Laminate .PINC: Pinnacle Select Edgeband Color: .PINC: Pinnacle Paint Grade Options: \$(P1): P1 Paint Opts .CBK: Charblack HON COMPAN Tag For 15x17 15x17	5	179.89	899.45
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154	HT29AL108 - Preside 29.5H Angled Leg for 108W Top Paint Selection: \$(P1): P1 Paint Opts .P: Black HON COMPAN Tag For 29H 29H	1	1,150.98	1,150.98
-----	---	---	----------	----------

155	HTLC48108 - 108"Wx48"D Rect Shaped Lam Top Edge Option: .G: 2MM/Flat	1	556.98	556.98
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ACCEPTED BY _____ / _____ / _____
 CLIENT SIGNATURE, TITLE DATE ATMOSPHERE COMMERCIAL INTERIORS

ATMOSPHERE

COMMERCIAL INTERIORS

Description	Quantity	Unit Price	Extended Price
155 PINC: Pinnacle Select Grommet: .N: No Grommets Select Laminate: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle HON COMPAN Tag For 48/108 48/108			
156 RECLINERS - budget for recliner ATMOSPHERE	4	2,500.00	10,000.00
157 HPHAP2028E - 20x28 Pneumatic HAT w/ T-mold Laminate Top Selection: \$(L1STD): Grd L1 Standard Laminates .PINC: Pinnacle Select T-Mold Edge Color: .PINC: Pinnacle Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON COMPAN	4	554.49	2,217.96
Sub Total			18,492.65
MINNESOTA - TAXABLE 6.875%			1,271.37
ANOKA CO TRANSIT/TRANSP/HOUSING			231.16
Total			19,995.18
158 ACI - Project Folder ID: 13743 Design planning, services and installation documentation 15 Hours @ \$90 = \$1,350 ACI DESIGN	1	1,350.00	1,350.00
160 WHSE - WAREHOUSE TO RECEIVE, INSPECT, AND STORE ALL PRODUCT UP TO 30 DAYS. IF AFTER 30 DAYS, ADDITIONAL STORAGE CHARGES MAY APPLY. ATMOSPHERE	1	3,997.89	3,997.89
161 LABOR - 06/13 10:07AM: STRAX#: 282388-1.1 PM: KEITH CARLSON ----- RECEIVE, DELIVER, AND INSTALL PER PLANS & INSTALLATION WORKSHEET	1	15,200.58	15,200.58

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ACCEPTED BY _____ / _____ / _____
CLIENT SIGNATURE, TITLE DATE ATMOSPHERE COMMERCIAL INTERIORS

ATMOSPHERE

COMMERCIAL INTERIORS

Description	Quantity	Unit Price	Extended Price
<p>161 ***** DO NOT MODIFY ABOVE THIS LINE. ***** •WORK TO BE PERFORMED BY NON-UNION LABOR. •WORK TO BE PERFORMED DURING NORMAL BUSINESS HOURS (7:00 AM - 4:30 PM MONDAY-FRIDAY). •SPACE TO HAVE CLEAR & FREE ACCESS TO BUILDING AND INSTALLATION SITE. •IF ELEVATOR IS REQUIRED, ONE IS TO BE AVAILABLE FOR OUR USE TO MOVE PRODUCT AND EQUIPMENT. •IF LICENSED ELECTRICIAN OR DATA CABLING IS REQUIRED, IT WOULD BE THE CLIENT'S RESPONSIBILITY. •CLIENT IS RESPONSIBLE TO PACK ALL REQUIRED ITEMS TO ALLOW THE RELOCATION OF THE PRODUCT. •CLIENT IS RESPONSIBLE TO DISCONNECT AND RECONNECT ANY PHONE OR COMPUTER EQUIPMENT. •ANY CHANGES TO THE SCOPE OF WORK DETAILED ABOVE MAY RESULT IN ADDITIONAL COSTS. INSTALLSVC</p>			
Quotation Totals			
Sub Total			144,206.03
MINNESOTA - TAXABLE 6.875%			9,914.16
ANOKA CO TRANSIT/TRANSP/HOUSING			1,802.58
Grand Total			155,922.77

End of Quotation

THIS PRICE QUOTATION INCORPORATES, BY REFERENCE, ATMOSPHERE COMMERCIAL INTERIORS TERMS AND CONDITIONS (July 2022 or prior contract signed by client). EXECUTION OF THIS PRICE QUOTATION IS BUYER'S ACCEPTANCE OF THOSE TERMS AND CONDITIONS.

ACCEPTED BY _____ / _____ / _____
 CLIENT SIGNATURE, TITLE DATE ATMOSPHERE COMMERCIAL INTERIORS

6325 Sandburg Road, Suite 800
Golden Valley, MN 55427

Telephone: 763.452.7642
www.sonusinteriors.com



St. Francis City Hall and Fire Station
Address: TBD
St. Francis, Minnesota
Contact: Natalie Santillo (nsantillo@stfrancismn.org)

REV 05.17.2024
Submitted by:
Andrea Brunell, CID
Rakhi Penugonda, CID
Debra Blakely

***Preliminary FFE Budget Quote**

ROOM/DESCRIPTION	QTY.		PRICE		EXTENDED
Lobby					
Lounge Chairs	4	each	\$ 1,152.19	\$	4,608.75
<i>*Lounge Chair Alternate with stripe fabric \$1450.00/each</i>					
Round Cocktail Table	1	each	\$ 536.25	\$	536.25
Subtotal:					\$ 5,145.00
Council Chambers 104A					
Mesh Mid-Back Task Arm Chairs	13	each	\$ 430.25	\$	5,593.25
Mesh Low-Back Task Arm Chairs	4	each	\$ 397.64	\$	1,590.55
Subtotal:					\$ 1,590.55
Small Meeting 108					
Laminate Credenza (to match existing conference table)	1	each	\$ 1,814.18	\$	1,814.18
Subtotal:					\$ 1,814.18
Break Room 125					
36" Square Laminate Table with vinyl edge - Dining Height	1	each	\$ 406.13	\$	406.13
36" Square Laminate Table with vinyl edge - Counter Height	1	each	\$ 435.94	\$	435.94
Stackable Poly Counter-Height Arm Chairs	4	each	\$ 271.30	\$	1,085.20
Stackable Poly Dining-Height Arm Chairs	4	each	\$ 209.69	\$	838.75
Subtotal:					\$ 2,766.01
Service Counters Office 111					
Height Adjustable L-shaped Desk with upper and lower storage, tackboard, wire management, & 24w x 24d x 67h Personal Wardrobe Unit	2	each	\$ 4,160.28	\$	8,320.55
Mesh Low-Back Task Arm Chairs	2	each	\$ 397.64	\$	795.28
*Optional Power Module	2	each	\$ 109.80	\$	219.60
Subtotal:					\$ 9,335.43
Office(s) - L-Shape Desking (includes: 117, 204, 205, 206, 207)					
Height Adjustable L-shaped Desk with upper and lower storage, tackboard, wire management, & 24w x 24d x 67h Personal Wardrobe Unit	5	each	\$ 4,191.50	\$	20,957.50
Mesh Low-Back Task Arm Chairs	5	each	\$ 397.64	\$	1,988.19
Mesh Back Guest Chairs	10	each	\$ 201.00	\$	2,010.00
*Optional Power Module	5	each	\$ 137.25	\$	686.25
Subtotal:					\$ 24,955.66

Office 115 - Galley Desking				
Height Adjustable Desk with back credenza including upper and lower storage, tackboard, wire management, & 24w x 24d x 67h Personal Wardrobe Unit	1	each	\$ 4,359.68	\$ 4,359.68
Mesh Low-Back Task Arm Chairs	1	each	\$ 397.64	\$ 397.64
Mesh Back Guest Chairs	2	each	\$ 201.00	\$ 402.00
*Optional Power Module	1	each	\$ 137.25	\$ 137.25
Subtotal:				\$ 5,159.31

Office 114 - U-Shape Desking				
Height Adjustable U-shaped Desk with upper and lower storage, tackboard, wire management, & 24w x 24d x 67h Personal Wardrobe Unit	1	each	\$ 4,885.05	\$ 4,885.05
Mesh Low-Back Task Arm Chairs	1	each	\$ 397.64	\$ 397.64
Mesh Back Guest Chairs	2	each	\$ 201.00	\$ 402.00
*Optional Power Module	1	each	\$ 137.25	\$ 137.25
Subtotal:				\$ 5,821.94

Office 116 - U-Shape Desking				
Height Adjustable U-shaped Desk with upper & lower storage, tackboard, wire management, & 24w x 24d x 67h Personal Wardrobe Unit	1	each	\$ 4,885.05	\$ 4,885.05
Mesh Low-Back Task Arm Chairs	1	each	\$ 397.64	\$ 397.64
Mesh Back Guest Chairs	2	each	\$ 201.00	\$ 402.00
*Optional Power Module	1	each	\$ 137.25	\$ 137.25
Subtotal:				\$ 5,821.94

City Administrator Office 123				
36" Round Laminate Conference Table	1	each	\$ 452.38	\$ 452.38
Mesh Back/Upholstered Seat Arm Chairs with Casters	4	each	\$ 208.00	\$ 832.00
Subtotal:				\$ 1,284.38

Report Room 208				
Mesh Low-Back Task Arm Chairs	3	each	\$ 397.64	\$ 1,192.91
Subtotal:				\$ 1,192.91

Training Room 209				
24" x 60" Flip-top Nesting Training Table	24	each	\$ 583.69	\$ 14,008.50
Poly Seat and Back Side Chair with casters	48	each	\$ 278.44	\$ 13,365.00
Subtotal:				\$ 27,373.50

Dayroom 224				
78" x 42" Laminate Dining Table Top with 4 Metal Legs	1	each	\$ 303.75	\$ 303.75
Upholstered Seat and Back Side Chairs	8	each	\$ 616.64	\$ 4,933.10
Black vinyl Recliners with space saver design	5	each	\$ 873.75	\$ 4,368.75
Laptop Table - Fixed Height, No casters	5	each	\$ 186.88	\$ 934.38
Subtotal:				\$ 10,539.98

Mother's Room 226				
Lounge Chair	1	each	\$ 842.50	\$ 842.50
Accent Ends Tables with marble tops	2	each	\$ 248.75	\$ 497.50
Subtotal:				\$ 1,340.00

Misc				
Mobile Laptop Table (Height Adjustable with Casters)	1	each	\$ 123.75	\$ 123.75
Master Key (all offices)	1	each	\$ 20.01	\$ 20.01
Custom System Door Knob Template	1	each	\$ 22.19	\$ 22.19
Subtotal:				\$ 165.95

	Subtotal for all furniture:	\$ 104,306.75
	ESTIMATED Freight Charges:	\$ 4,000.00
ESTIMATED Installation Services: Includes up to 60 days storage at an off-site storage facility, inspection, installation, removal of packaging debris, and filing damage claims. Pricing is based on all options being installed at one time:	\$	13,050.00
***ESTIMATED GRAND TOTAL:		\$ 121,356.75

OPTIONAL ARTWORK PACKAGE				
<i>ARTWORK PACKAGE FOR AREAS AS NOTED: to include approximately 32 pieces of wire-hung artwork/wall-decor. Product pricing only and does not include tax.</i>	1	lot	\$ 7,200.00	\$ 7,200.00
OPTIONAL artwork Package Subtotal:				\$ 7,200.00
ESTIMATED Artwork Freight Charges:				\$ 165.00
ESTIMATED Installation Services: Includes inspection, installation, removal of packaging debris, and filing damage claims. Pricing is based on all artwork being installed at one time during the FFE installation:				\$ 1,180.00
***ESTIMATED OPTIONAL ARTWORK PACKAGE TOTAL:				\$ 8,545.00

Disclaimer:

- 0 This is preliminary pricing and may vary when final scope and selections are determined.
- 0 Installation is estimated and may vary based on the final scope of project.
- 0 Sales Tax is not included. Sales Tax is the responsibility of the purchaser and will be added to each invoice.
If tax exempt, a valid sales tax exemption certificate must be on file or sales tax will be added.
- 0 Freight is an estimate and is subject to change.
- 0 Items above are custom and cannot be returned.
- 0 Prices are valid for 30 days.

Authorized Signature

Date

Please sign/initial above to verify your review of the above items and terms.
Thank you.



**CITY COUNCIL AGENDA
REPORT**

TO: Kate Thunstrom- City Administrator
FROM: Dave Schmidt- Fire Chief
SUBJECT: Authorization to Purchase Mobile Radio
DATE: August 5, 2024

OVERVIEW:

The fire department is scheduled to replace a mobile radio. Funding has been addressed through the Capital Plan with an ongoing replacement cycle for our cache radios. The current balance of the Capital Fund for radio replacement is \$35,824. We have received a quote for the purchase of a mobile radio from Motorola Solutions, (quote attached) who is the state contract approved vendor in the amount of \$6,100.56 which is within budget parameters.

ACTION TO BE CONSIDERED:

Authorize the fire department to purchase a mobile radio in the amount of \$6,100.56 from Motorola Solutions.

BUDGET IMPLICATION:

Capital plan



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Jenni Wida, City Clerk
SUBJECT: Acknowledgement to Conduct a Raffle
DATE: August 5, 2024

OVERVIEW:

Sons of the American Legion Post 622 has submitted an application to conduct a raffle with the MN Gambling Control Board. Sons of the American Legion Post 622 would like to hold a raffle event at the St. Francis American Legion, Post #622 on November 17, 2024.

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

ACTION TO BE CONSIDERED:

A motion would be in order to acknowledge the Application to Conduct a Raffle from Sons of the American Legion for a raffle event to be held at the St. Francis American Legion on November 17, 2024.

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
• conducts lawful gambling on five or fewer days, and
• awards less than \$50,000 in prizes during a calendar year.
If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)
Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.
Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: SONS of the American Legion Post 622 Saint Francis Previous Gambling Permit Number: X-
Minnesota Tax ID Number, if any: Federal Employer ID Number (FEIN), if any:
Mailing Address: 3073 Bridge St. NW
City: Saint Francis State: MN Zip: 55070 County: Anoka
Name of Chief Executive Officer (CEO): David Behnke
CEO Daytime Phone: 612-599-1308 CEO Email: DASHBE@COMCAST.NET
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): brentoelkers@hotmail.com

NONPROFIT STATUS

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

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

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)
 A current calendar year Certificate of Good Standing
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
 IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
 IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Saint Francis American Legion
Physical Address (do not use P.O. box): 3073 Bridge Street NW
Check one:
 City: Saint Francis Zip: 55070 County: Anoka
 Township: Zip: County:
Date(s) of activity (for raffles, indicate the date of the drawing): November 17, 2024

Check each type of gambling activity that your organization will conduct:
 Bingo Paddlewheels Pull-Tabs Tipboards Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

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

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 10px;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: David Behnke Date: 7-24-24
(Signature must be CEO's signature; designee may not sign)

Print Name: David Behnke

REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS
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Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

Mail application with:

_____ a copy of your proof of nonprofit status; and

_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the</p>	<p>application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-</p>	<p>ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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This form will be made available in alternative format (i.e. large print, braille) upon request.



**CITY COUNCIL
AGENDA REPORT**

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

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

Project 4020-10 Material and 4020 Labor

One of staff changes of this project was to have a diesel generator instead of a natural gas. Back in earlier change orders we received the credit for the electrical and unit savings that were realized with swapping the type of unit.

This change order is the realization in the cost of the exhaust system changes that were needed to bring in a diesel generator. The change did not go through initially due to the due diligence and engineering that was required to ensure the system and pricing were in line with the industry.

Breakdown of changes identified on Brunton proposal request attached.

Change to project \$25,941.37

ACTION TO BE CONSIDERED:

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

Attachments:

- PCO#017 (Material) \$10,364.62
- PCO#019 (Labor) \$15,576.75

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

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

Prime Contract Potential Change Order #017: PR13 Generator Exhaust (Material)

TO:	St. Francis, MN (City of) 23340 Cree Street NW St. Francis, Minnesota 55070	FROM:	Stahl Construction Company 861 E. Hennepin Avenue, Suite 200 Minneapolis, Minnesota 55414
PCO NUMBER/REVISION:	017 / 0	CONTRACT:	4020-10 - St. Francis City Hall & Fire Station-Material
REQUEST RECEIVED FROM:		CREATED BY:	Ryan Byrne (Stahl Construction Company)
STATUS:	Pending - In Review	CREATED DATE:	7/29/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$10,364.62

POTENTIAL CHANGE ORDER TITLE: PR13 Generator Exhaust (Material)

CHANGE REASON: Design Development

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

CE #032 - PR13 Generator Exhaust
 Costs for the generator exhaust.
 Providing a TG-Silex 3ACI-20NC-863 Thimble with bird screen
 8" schedule 40 black iron piping
 Includes all insulation at the exhaust

ATTACHMENTS:
[PR-13 St. Francis.pdf](#) , [PR-13 pricing.pdf](#)

#	Budget Code	Description	Amount
1	22-0000-__-.S Plumbing.SUBCONTRACT		\$10,262.00
2	26-0000-__-.S Electrical / Low Voltage.SUBCONTRACT		\$0.00
Subtotal:			\$10,262.00
Fee (1.00% Applies to all line item types.):			\$102.62
Grand Total:			\$10,364.62

Ginnie Schneider (Brunton Architects & Engineers, Inc.)
St. Francis, MN (City of)
Stahl Construction Company

 23340 Cree Street NW
 St. Francis, Minnesota 55070

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

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____



190 3rd Street
 Dassel, MN 55325
 Phone (320) 894-4948
laif@falcomn.com

Material:

Description	Size	Qty	U/P	Subtotal	Total	Labor
10" steel pipe	10"	23	\$106.000	\$2,438.00	\$2,438.00	29.38
6" steel pipe	6"	9	\$63.000	\$567.00	\$567.00	12.6
6" vibration isolaters	6"	1	\$480.000	\$480.00	\$480.00	2
weld fittings	6" & 10"	9	\$212.000	\$1,908.00	\$1,908.00	40.93
hangers	10 & 14	5	\$162.000	\$810.00	\$810.00	3.64
bolt and gaskets	6" & 10"	4	\$96.000	\$384.00	\$384.00	3
thimble	10"	1	\$1,992.150	\$1,992.15	\$1,992.15	3
core drilling	16"	1	\$200.000	\$200.00	\$200.00	8
intake screen	NA	1	\$50.000	\$50.00	\$50.00	1
Misc welding supplys		1	\$250.000	\$250.00	\$250.00	
Misc small parts		1	\$250.000	\$250.00	\$250.00	
				\$0.00	\$0.00	
				\$0.00	\$0.00	
				\$0.00	\$0.00	
			\$0.000	\$0.00	\$0.00	
			\$0.000	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
				Subtotal	\$9,329.15	103.6
				Misc.	0.00%	\$0.00
				Material & Misc.	\$9,329.15	
				Sales Tax	0.0%	\$0.00

Labor:

Total Material w/ Tax \$9,329.15

Type	Count	Hrs

Total Labor			103.55
Rate	Per Hour	\$	115.00
Total Labor		\$	11,908.25
Labor Mark-Up	0%		
Total Material		\$	9,329.15
Total Sales Tax	0.0%	\$	-
Material with Mark-Up	10%	\$	10,262.07
Total Subcontractor		\$	9,550.00
Subcontractor Mark-Up	5%	\$	477.50
Total		\$	32,197.82



190 3rd Street
Dassel, MN 55325
Phone (320) 894-4948
laif@falconmn.com

DATE: July 26, 2024
ATTN: Stahl
RE: PR-13
FROM: Laif hendrickson

Additional Cost To Provide: Price to install a 10" welded carbon steel generator vent. This price includes the welded pipe, fittings, hangers, wall thimble, and insulation to install the generator vent. Note insulation was priced with a aluminum jacket.

Total Materials	\$	10,262.07
Total Labor	\$	11,908.25
Total Subcontractor	\$	9,550.00
Tax on Materials	\$	-
10% Profit/Overhead		
5% Profit/Overhead (Subcontractor)	\$	477.50

Total Add:	\$	32,198
Material contract:	\$	10,262
Labor Contract:	\$	21,936

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which you agree to pay the amount mentioned in said proposal and according to the terms thereof.

Accepted: _____

Date: _____



MANKATO
225 BELGRADE AVE
NORTH MANKATO, MN 56003

MINNEAPOLIS
1040 SIXTH ST SOUTH
HOPKINS, MN 55343

ROPOSAL REQUEST 13 (PR-13)

ISSUE DATE: 6-26-2024

PROJECT NAME: St. Francis Fire & City Hall

PROJECT NUMBER: 22455-1

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

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

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

DESCRIPTION

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

1. ITEMS FOR CLARIFICATION (NOT TO BE PRICED)

- A. Sheet M2-11
Generator 155: Basis of design wall thimble based on the application is GT-Silex 3ACI-20-NC-863, or equal manufacturer approved wall thimble. Reference keynote 12 on sheet.

2. CHANGES TO MECHANICAL DRAWINGS

- A. Sheet M2-11
 - 1. Generator 155: Provide credit for labor and materials for approximately 25'-0" of 8" diameter Schedule 10 Stainless Steel Piping and associated elbows/reducers. Joining method allowed to be either threaded or welded under base bid.

2. Generator 155: Provide labor and materials cost to add 25'-0" of 8" diameter Schedule 40 Black Iron Piping and associated elbows/reducers. Joining method allowed to be either threaded or welded. Slope piping to muffler.
3. Generator 155: Provide labor and materials cost to add a 45 degree cut to 8" diameter Black Iron Piping and install a stainless steel bird screen over piping termination.
4. Generator 155: Provide labor and materials cost to add Johns Manville Thermo-1200 Calcium Silicate insulation to the exhaust system. Insulation shall extend from generator flexible connection to the wall thimble. Install per manufacturer's instructions.

3. CHANGES TO ELECTRICAL DRAWINGS

A. Sheet E1-20

1. In reference to Stair A 103, provide lighting fixture equal to Juno #JSBT 4-inch surface mounted disk light (11-watts) and associated switch in sump pit area under stair in response to RFI #88. Connect to 120V circuit L2-101 serving sump pump receptacle.

END OF PROPOSAL REQUEST 13 (PR-13)



PH: 507.386.7996 FAX: 507.386.7992

bruntonarchitects.com

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

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

Prime Contract Potential Change Order #019: PR13 Generator Exhaust (Labor)

TO:	St. Francis, MN (City of) 23340 Cree Street NW St. Francis, Minnesota 55070	FROM:	Stahl Construction Company 861 E. Hennepin Avenue, Suite 200 Minneapolis, Minnesota 55414
PCO NUMBER/REVISION:	019 / 0	CONTRACT:	4020 - St. Francis City Hall & Fire Station
REQUEST RECEIVED FROM:		CREATED BY:	Ryan Byrne (Stahl Construction Company)
STATUS:	Pending - In Review	CREATED DATE:	7/29/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$15,576.75

POTENTIAL CHANGE ORDER TITLE: PR13 Generator Exhaust (Labor)

CHANGE REASON: Design Development

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

 CE #040 - PR13 Generator Exhaust
 Costs for the generator exhaust Providing a GT-Silex 3ACI-20-NC-863 Thimble with bird screen
 8" schedule 40 black iron piping
 Includes all insulation at the exhaust

ATTACHMENTS:
[PR-13 St. Francis.pdf](#) , [_PR-13 pricing.pdf](#)

#	Budget Code	Description	Amount
1	22-0000-__-.S Plumbing.SUBCONTRACT	Associated Costs for Diesel Generator Exhaust	\$22,335.00
2	26-0000-__-.S DEMO.Electrical/Low Voltage.SUBCONTRACT		\$0.00
3	71-0010-__-.S Unallocated Costs.SUBCONTRACT		\$(7,500.00)
Subtotal:			\$14,835.00
GC Fee 5% (5.00% Applies to all line item types.):			\$741.75
Grand Total:			\$15,576.75

Ginnie Schneider (Brunton Architects & Engineers, Inc.)

St. Francis, MN (City of)

Stahl Construction Company

23340 Cree Street NW
St. Francis, Minnesota 55070

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

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**



190 3rd Street
 Dassel, MN 55325
 Phone (320) 894-4948
laif@falcomn.com

Material:

Description	Size	Qty	U/P	Subtotal	Total	Labor
10" steel pipe	10"	23	\$106.000	\$2,438.00	\$2,438.00	29.38
6" steel pipe	6"	9	\$63.000	\$567.00	\$567.00	12.6
6" vibration isolaters	6"	1	\$480.000	\$480.00	\$480.00	2
weld fittings	6" & 10"	9	\$212.000	\$1,908.00	\$1,908.00	40.93
hangers	10 & 14	5	\$162.000	\$810.00	\$810.00	3.64
bolt and gaskets	6" & 10"	4	\$96.000	\$384.00	\$384.00	3
thimble	10"	1	\$1,992.150	\$1,992.15	\$1,992.15	3
core drilling	16"	1	\$200.000	\$200.00	\$200.00	8
intake screen	NA	1	\$50.000	\$50.00	\$50.00	1
Misc welding supplys		1	\$250.000	\$250.00	\$250.00	
Misc small parts		1	\$250.000	\$250.00	\$250.00	
				\$0.00	\$0.00	
				\$0.00	\$0.00	
				\$0.00	\$0.00	
			\$0.000	\$0.00	\$0.00	
			\$0.000	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
				Subtotal	\$9,329.15	103.6
				Misc.	0.00%	\$0.00
				Material & Misc.	\$9,329.15	
				Sales Tax	0.0%	\$0.00

Labor:

Total Material w/ Tax \$9,329.15

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END OF PROPOSAL REQUEST 13 (PR-13)



PH: 507.386.7996 FAX: 507.386.7992

bruntonarchitects.com



CITY COUNCIL AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Turtle Ponds Revised Development Agreement
DATE: August 5, 2024

OVERVIEW:

In 2022, the city entered into a Development Agreement with Blue Water for the Turtle Ponds 4th and 5th Additions. Since that time, Blue Waters has dissolved, and the properties have been sold to a new ownership group. Attached is a revised Development Agreement that was created to identify issues left outstanding with the development and continue to ensure the City is protected in the event the new development group does not finish the necessary work.

ACTION TO BE CONSIDERED:

Council to review and approve the attached Development Agreement for Turtle Ponds

Attachments:

- Development Agreement

**DEVELOPMENT AGREEMENT
REGARDING A PORTION OF TURTLE PONDS 4TH ADDITION**

This Development Agreement (“Agreement”) is made and entered into this 30th day of July, 2024, by and between the City of St. Francis, a Minnesota municipal corporation ("City") and BKCDC Enterprises, LLC, a Minnesota Limited Liability Company ("Developer").

WITNESSETH:

WHEREAS, on March 2, 2020, the City approved the final plat (“Plat”) and final plan PUD of TURTLE PONDS 4TH ADDITION, with all real property subject to said plat (the “Plat Property”) being legally described on **Exhibit A** attached hereto; and

WHEREAS, the City previously entered into a Development Agreement with a prior developer (“Original Developer”) dated May 19, 2022, recorded August 4, 2022, as Document Number 2372412.004 (the “Initial Development Agreement”), which Initial Development Agreement was recorded against the entirety of the Plat Property; and

WHEREAS, the City intends contemporaneously with execution of this Development Agreement to release the Initial Development Agreement from Lots 3 through 9, inclusive, Block 1, Lots 1 and 2, Block 2, Lots 1 and 2, Block 3, Outlot A and Outlot B, Turtle Ponds 4th Addition, Anoka County, Minnesota (the “Property”) and to subject the Property to this Development Agreement, which Property is legally described on Exhibit B; and

WHEREAS, pursuant to that certain Warranty Deed filed April 30, 2024, with the Office of the Anoka County Recorder as Document No. 2412780.0001, Developer acquired and is the fee simple owner of the Property, other than Outlot A and Outlot B, Turtle Ponds 4th Addition, Anoka County, Minnesota, and such outlots are owned by Turtle Ponds 4th and 6th Additions Association, Inc., the consenting party hereto; and

WHEREAS, the Developer agrees to be fully bound by the terms and conditions of this Development 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 that certain portion of any streets, roads, sidewalk, trails, water and sewer and drainage facilities to adequately serve the plat of TURTLE PONDS 4TH ADDITION specified

herein and take all other actions in accordance with this Development Agreement at its own expense except as hereinafter provided.

IT IS ALSO AGREED:

1. Plat Approval. The plat of TURTLE PONDS 4TH ADDITION (the “Plat”) has been previously approved by the City and the Plat is of record.

2. Conditions of Plat Approval. The City hereby continues to approve the Plat and the installation of public improvements on the condition that the Developer complies with all conditions outlined in the March 2, 2020, final plat approval (including references to requirements of the preliminary plat) city ordinances and compliance with this Agreement. The City further conditions its continuing approval on the Developer entering into this Agreement and furnishing the security required by it. If remaining incomplete at the time of this Agreement, the Developer is also required to secure sewer extension permits, an NPDES Phase II permit, provide evidence of full fee title ownership of the Property (in the name of Developer and the consenting party) and pay all outstanding tax and special assessment obligations if any, as a condition of continuing Plat approval. If remaining incomplete at the time of this Agreement, telephone, electric and gas utility lines are to be placed underground in accordance with all applicable City ordinances; driveways should be located so as to preserve as many trees as possible; addresses for each individual home shall be posted at each driveway entrance; street signs shall be required at all intersections at Developer’s expense; the Developer shall comply with the Agreement; all as a condition of continuing Plat approval.

3. RIGHT TO PROCEED. Within the Property, the Developer may not grade or otherwise disturb the earth, remove trees, construct or complete sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this Agreement 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 and consenting party; 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. Provided items 1 through 6 have been satisfied, the City Engineer may issue the Developer a letter authorizing the Developer to grade the site (including reasonable tree removal).

4. Phased Development. The Developer will submit a phasing plan, if any, to the City for review and a determination by the City as to whether the phasing plan will be approved. In the event that the phased development plan is not acceptable to the City, the Developer shall comply with City instructions and resubmit the phasing plan for City review and a determination by the City as to whether the phasing plan will be approved. The City may refuse to approve final

plats of subsequent Phases if the Developer has breached this Agreement and the breach has not been remedied.

5. Development Plans. The Developer intends to develop the Turtle Ponds Planned Unit Development in two or more phases. The City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach has not been remedied. 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 Plan
House Pad Locations and Elevations
- Plan C: Gravity sanitary sewer service, water service and drainage facilities Plan
- Plan D: Soil Erosion Control Plan and Schedule

6. Improvements. The Developer shall verify the prior completion of and/or if not already completed install, complete and pay for the following public and 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. Bituminous Streets
- C. Street Signs
- D. Street Lights
- E. Setting of Lot and Block Monuments
- F. Surveying and Staking
- G. Storm Sewer System, including all necessary culverts, catch basins, ponds, inlets and other appurtenances
- H. Water System*
- I. Sanitary Sewer System*
- J. Concrete Curb and Gutter
- K. Concrete Sidewalk
- L. Underground Utilities
- M. Landscaping
- N. Connection to municipal water and sewer facilities, sewage disposal constructed in accordance with the laws of the State of Minnesota, the

regulations of the State Health Department and the City code provisions and the requirements of the City and the Minnesota Pollution Control Agency

On June 4, 2024, the City Engineer issued a Memorandum identifying the specific improvements remaining to be completed ("City Memorandum"), a copy of which Memorandum is attached hereto as Exhibit C. The improvements shall be installed in accordance with the requirements of the City Memorandum, 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), Minnesota Department of Health, Anoka County Highway Department and other agencies before proceeding with further construction. The City, at the Developer's expense as set out in Section 24 shall have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer will submit thickness design calculations of any streets and roadways to verify that the proposed pavement thickness is acceptable to the City upon completion of the final lift.

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 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 based upon the City Memorandum. 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 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 as determined by the City. If the required public 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 three times in each fiscal year commencing 30 days after the date of this Agreement. 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 ninety percent (90%) of the financial obligations that have been satisfied, as determined by the City in its sole discretion. Ten percent (10%) 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, the required "as constructed" plans have been received by the City, a warranty security is provided,

and the public improvements are accepted by the City Council. Reductions in the security will be based on the actual work completed based on the bids submitted to the City.

8. 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 24 Escrow (Engineering, City Administration, Legal Expenses)	\$15,000.00
plus charges already on record and incurred by the City	

TOTAL CASH REQUIREMENTS	<u>\$15,000.00</u>
<u>Plus charges already on record and incurred by the City</u>	

The City will utilize the Section 24 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.

9. 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 Property, 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 Property, 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 7, 8, 20, 21 and 24 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 but not limited to sewer access charges ("SAC"), City water access charges ("WAC"), and building permit fees.

10. Erosion Control.

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 affect 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 (referred to in Section 7) 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.

The erosion control measures specified in the Plans shall be binding on the Developer.

11. Streets and Sidewalks. Developer shall comply with any remaining obligations related to streets and sidewalks listed on Exhibit C. A private internal road network shall provide access to each of the proposed lots. The streets within the private road network shall be initially maintained by Developer in accordance with the MnDOT design standards and the approved plans. A concrete curb and gutter shall be initially maintained by Developer on each side of the streets within the Subdivision and the face of the curb shall be at least twelve (12) feet from the center line of the street.

12. Sanitary Sewer System.

- a. Initial Maintenance. The Developer agrees to initially maintain the sanitary sewer system in accordance with the approved Plans and in compliance with all City and State requirements, including the City Engineer's Association of Minnesota (CEAM) standards specifications. The City Engineer may make periodic site visits to ensure the system complies with all applicable specifications and no connections shall be allowed until satisfactory completion of all final tests and inspections, if not already completed.

- b. Acceptance of the sanitary sewer system. The acceptance by the City of the system, required by this Agreement and the improvements lying within public right-of-ways/roadways shall operate to transfer such system/improvements to the City without further notice or action this transfer shall be effective at the time of acceptance even if such system/improvements were accepted before the entry into this Agreement.

13. Water System.

- a. Initial Maintenance. The Developer agrees to initially maintain the water system in accordance with the approved Plans and in compliance with all City and State requirements, including the City Engineer's Association of Minnesota (CEAM) standards specifications and the Minnesota Department of Health (MDH) regulations. The City Engineer may make periodic site visits to ensure the system complies with all applicable specifications and no connections not already made shall be allowed until satisfactory completion of all final tests and inspections, if any remain.
- b. Acceptance of the water system Improvements. The acceptance by the City of the system required by this Agreement and the improvements lying within public right-of-ways/roadways shall operate to transfer such system/improvements to the City without further notice or action this transfer shall be effective at the time of acceptance even if such system/improvements were accepted before the entry into this Agreement.

14. Storm Water Improvements.

- a. Initial Maintenance. The Developer agrees to initially maintain the storm water drainage facilities for the project, including the infiltration basins / storm water ponds and stormwater pipes and conveyances, in accordance with the approved Plans and in compliance with all City and stated requirements regarding such Improvements.
- b. Warranty. Intentionally omitted.
- c. Maintenance of the Stormwater Improvements. The Developer and its successor or assigns as fee owner of the Property shall be responsible for maintaining the Stormwater Improvements and for observing all drainage laws governing the operation and maintenance of the Stormwater Improvements. The Developer shall complete inspections of the Stormwater Improvements at least once annually and shall keep record of all inspections and maintenance activities, and submit such records to the City upon request. Maintenance activities shall include but will not

be limited to: street sweeping (to prevent the sediment from clogging the infiltration basins), removal of sediment from the storm sewer sumps, cleaning of storm sewer lines, vegetation management within the basins, and removal of sediment and/or debris in the basins. The Developer acknowledges that the stormwater improvements associated with this project includes infiltration basins for stormwater 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.

- d. Permanent Access and Maintenance Easement. The Developer, the consenting party, or their successors or assigns grants the City, its agents and Contractor(s) the right to enter the Property to inspect and maintain the Stormwater Improvements as set forth in this Agreement.

- e. City's Maintenance Rights. The City may maintain the Stormwater Improvements, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the Stormwater Improvements in accordance with applicable drainage laws and other requirements and such failure continues for 30 days after the City gives the Developer written notice of such failure. The City's notice shall specifically state which maintenance tasks are to be performed. If Developer does not complete the maintenance tasks within 30 days after such notice is given by the City, the City shall have the right to enter upon the Property to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all staff time, engineering and legal and other costs and expenses incurred by the City. If the Developer or its assigns fails to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against all of the lots within the Property. The Developer, on behalf of itself and its successor and assigns, acknowledges that the maintenance work performed by the City regarding the Stormwater Improvements benefits the lots in the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes Chapter 429. Notwithstanding the foregoing, in the event to an emergency, as determined by the City Engineer, the 30-day notice requirement to the Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Developer, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

15. Clean Up. The Developer (and Home Builders) will keep the Property 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. 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 Property 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 Plans.

16. Time of Performance. The Developer shall install the final wear course in accordance with the City Memorandum by September 30, 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. Final wear course placement must have the written approval of the City Engineer and shall be completed by September 30, 2024, unless an extension is granted. The final wear course may be delayed or scheduled at any time of the year based upon existing site conditions at the discretion of the City Engineer. 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.

17. Title of Property. The Developer and consenting party hereby warrants that they are the full fee owners of the Property as of the time of this Agreement, and that any encumbrances will be junior to this Agreement or Developer will obtain a consent from such party to this Agreement. The Developer agrees to obtain a consent to this Agreement from all mortgagees on the Property, if any, before this Agreement will be executed by the City.

18. 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 150% 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 and collect from Developer 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.

19. Intentionally omitted.

20. Landscaping. The Developer or Builder shall plant two trees on every lot in the Property. The tree shall be selected from among the species listed below. The Developer or 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.

Maples (including Norway, "Schwedler and Sugar")
Linden, American (Basswood)
Linden, Littleleaf (and varieties "Greenspire" and "Redmond")

Honeylocust (and varieties "Imparrial", "Skyline" and "Sunburst")
Hackberry
Oak

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.

21. Warranty. The Developer warrants all work required to be performed by it against poor material and faulty workmanship. The warranty period for remaining street work is one year. The warranty period for underground utilities is not applicable. The one-year warranty period on remaining street work shall commence after the final wear course has been installed, the Final Project Punchlist has been completed, and the Development/Property has been accepted by the City Council as documented in official City minutes. 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 paragraph 7 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.

22. Construction of Homes. The Developer shall be permitted to construct homes on the lots in Property. Developer may commence construction of homes only after the requirements of paragraph 3 above has been complied with.

23. 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.

24. City Engineering Administration and Construction Observation. Developer will undertake and finish the required staking, if any. 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 \$15,000.00 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 of proposed public utilities and street construction 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 Paragraph 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.

25. Miscellaneous.

A. The Developer represents to the City that the Property 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 Property does not comply, the City may, at its option, refuse to allow construction or development work in the Property 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 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. There are no restrictions under this Agreement on the issuance by the City of building permits on any portions of the Property.

If building permits are issued for a home on the Property prior to the completion and acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its Contractors, subcontractors, materialmen, employees, agents, or third parties. The Developer will be responsible for maintenance of the streets, including but not limited to winter plowing, until they are fully paved.

F. 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.

G. Intentionally omitted.

H. 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 and consenting party are 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; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

I. 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.

J. 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.

K. 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.

L. The Developer shall clean and televise all sanitary mains and manholes along with all storm mains and storm water structures prior to acceptance by the City. The Developer shall provide electronic files of videos and logs of PACP certified inspections of sanitary and storm water infrastructure.

N. 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 paragraphs 8, 9 and 15 above. The terms and provisions of this Development Agreement, with the exception of Erosion Control, Clean Up and Landscaping described in paragraphs 8, 9 and 15 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, if any, prior to the issuance of the further building permits.

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

26. **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:

BKCDC Enterprises, LLC
Kristine Wadsworth-Carroll, Treasurer
6021 167th Avenue NW
Ramsey, MN 55303

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

26. **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.

27. **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

IN WITNESS WHEREOF, the parties have signed this Development Agreement on the day and year above written.

CITY:

CITY OF ST. FRANCIS

By: _____
Joseph Muehlbauer

Its: Mayor

By: _____
Jenni Wida

Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)


The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by Joseph Muehlbauer and Jenni Wida, the Mayor and City Clerk, respectively, of the City of St. Francis, a municipal corporation under the laws of Minnesota, on behalf of the corporation and pursuant to the authority of the City Council.

Notary Public

1998925_1

DEVELOPER:

BKCDC ENTERPRISES, LLC

By: 
Its: owner

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument has been acknowledged before me this 30th day of July, 2024, by Kristine Carroll the owner of BKCDC Enterprises, LLC, a Minnesota limited liability company, on behalf of the company.

Laurie Jensen
Notary Public

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



1998925_1

EXHIBIT A
LEGAL DESCRIPTION OF
ALL REAL PROPERTY WITHIN THE PLAT OF TURTLE PONDS 4TH ADDITION

Lots 1 through 9, Block 1,
Lots 1 and 2, Block 2,
Lots 1 and 2, Block 3, and
Outlot A and Outlot B,

All in Turtle Ponds 4th Addition, Anoka County, Minnesota

Drafter's Note: This Development Agreement **is not** intended to be recorded against the real property described in this Exhibit A.

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

Lots 3, 5, 6, 7, 8 and 9, Block 1,
Lots 1 and 2, Block 2,
Lots 1 and 2, Block 3,
Outlot A, and
Outlot B

All in Turtle Ponds 4th Addition, Anoka County, Minnesota

Drafter's Note: This Development Agreement is intended to be recorded against the real property described in this Exhibit B.

EXHIBIT C

CITY ENGINEER MEMO REGARDING SPECIFIC IMPROVEMENTS

CONSENT TO DEVELOPMENT AGREEMENT

The undersigned, Turtle Ponds 4th and 6th Additions Association, Inc., owner of Outlot A and Outlot B, Turtle Ponds 4th Addition, Anoka County, Minnesota, hereby consents to the foregoing Development Agreement and by so consenting is fully informed and aware that certain Improvements and work to be completed will be completed on such real property owned by the undersigned and that such real property owned by the undersigned shall be subject to the foregoing Development Agreement.

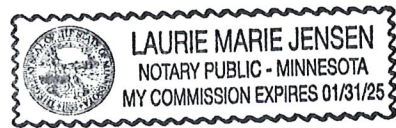
TURTLE PONDS 4TH AND 6TH ADDITIONS ASSOCIATION, INC.

By: [Signature]
Its: owner

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument has been acknowledged before me this 30th day of July, 2024, by Kristine Carroll, the owner of Turtle Ponds 4th and 6th Additions Association, Inc., a Minnesota nonprofit corporation, on behalf of the nonprofit corporation.

[Signature]
Notary Public





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: August 5th, 2024

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$226,925.17 plus any additional bills that are handed out at council meeting.

Other Payments to be approved:

Debt service payments –N/A

Direct Transfers from Previous Month-N/A

Credit Card Payment- N/A

Manual Checks- N/A

ACTION TO BE CONSIDERED:

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

BUDGET IMPLICATION:

City bills

Attachments:

- 08-05-2024 Packet List-\$226,925.17

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 08/06/2024 - 08/06/2024

POSTED AND UNPOSTED
OPEN

Agenda Item # 4L.

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 4945 - ALLINA HEALTH SYSTEM							
CI00053995							
00036888	ALLINA HEALTH SYSTEM	07/01/2024		1,148.25	1,148.25	Open	N
	3RD QTR EDUCATION	NSANTILLO					08/05/2024
Total Vendor 4945 - ALLINA HEALTH SYSTEM				1,148.25	1,148.25		
Vendor 3811 - ANOKA COUNTY TREASURY							
B240319P							
00036657	ANOKA COUNTY TREASURY	03/19/2024		225.00	225.00	Open	N
	PAST DUE- BROADBAND	NSANTILLO					07/16/2024
	101-42110-40321	TELEPHONE		37.50		1.00	37.50
	101-42210-40321	TELEPHONE		37.50		1.00	37.50
	101-43100-40321	TELEPHONE		37.50		1.00	37.50
	101-45200-40321	TELEPHONE		37.50		1.00	37.50
	601-49440-40321	TELEPHONE		37.50		1.00	37.50
	602-49490-40321	TELEPHONE		37.50		1.00	37.50
B240716P							
00036813	ANOKA COUNTY TREASURY	07/16/2024		225.00	225.00	Open	N
	BROADBAND	NSANTILLO					08/05/2024
	101-42110-40321	TELEPHONE		37.50		1.00	37.50
	101-42210-40321	TELEPHONE		37.50		1.00	37.50
	101-43100-40321	TELEPHONE		37.50		1.00	37.50
	101-45200-40321	TELEPHONE		37.50		1.00	37.50
	601-49440-40321	TELEPHONE		37.50		1.00	37.50
	602-49490-40321	TELEPHONE		37.50		1.00	37.50
Total Vendor 3811 - ANOKA COUNTY TREASURY				450.00	450.00		
Vendor 2591 - ASPEN MILLS							
336027							
00036648	ASPEN MILLS	07/15/2024		564.00	564.00	Open	N
	UNIFORMS-PATCHES	DMULVIHILL					08/05/2024
	101-42110-40437	UNIFORMS		564.00		1.00	564.00
336009							
00036652	ASPEN MILLS	07/15/2024		141.90	141.90	Open	N
	UNIFORMS-MUGNAI	DMULVIHILL					08/05/2024
	101-42210-40437	UNIFORMS		141.90		1.00	141.90

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 08/06/2024 - 08/06/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4L.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory					Units	Quantity	Unit Price
Vendor 2591 - ASPEN MILLS							
336309							
00036803	ASPEN MILLS UNIFORMS-NAME TAPES 101-42110-40437	07/19/2024 DMULVIHILL		79.40	79.40	Open	N 08/05/2024
		UNIFORMS		79.40		1.00	79.40
336443							
00036833	ASPEN MILLS UNIFORMS-BOLTE	07/23/2024 DMULVIHILL		32.85	32.85	Open	N 08/05/2024
Total Vendor 2591 - ASPEN MILLS				818.15	818.15		
Vendor 53 - BELLBOY CORPORATION BAR SUPPLY							
0108660600							
00036828	BELLBOY CORPORATION BAR SUPPLY MISC 609-49751-40206	07/23/2024 CBUSKEY		123.56	123.56	Open	N 07/23/2024
	609-49751-40254	FREIGHT		6.56		1.00	6.56
		MISCELLANEOUS MERCHANDISE		117.00		1.00	117.00
0108658300							
00036829	BELLBOY CORPORATION BAR SUPPLY OPERATING	07/23/2024 CBUSKEY		92.97	92.97	Open	N 07/23/2024
	609-49750-40210	OPERATING SUPPLIES		92.97		1.00	92.97
0204406300							
00036830	BELLBOY CORPORATION BAR SUPPLY LIQUOR/THC 609-49751-40206	07/23/2024 CBUSKEY		1,700.79	1,700.79	Open	N 07/23/2024
	609-49751-40257	FREIGHT		28.05		1.00	28.05
	609-49751-40251	THC		690.01		1.00	690.01
		LIQUOR		982.73		1.00	982.73
0204491800							
00036873	BELLBOY CORPORATION BAR SUPPLY LIQUOR	07/30/2024 CBUSKEY		710.75	710.75	Open	N 07/30/2024
	609-49751-40206	FREIGHT		13.50		1.00	13.50
	609-49751-40251	LIQUOR		697.25		1.00	697.25
0108688400							
00036874	BELLBOY CORPORATION BAR SUPPLY MISC	07/30/2024 CBUSKEY		40.93	40.93	Open	N 07/30/2024
	609-49751-40254	MISCELLANEOUS MERCHANDISE		37.75		1.00	37.75
	609-49751-40206	FREIGHT		3.18		1.00	3.18
Total Vendor 53 - BELLBOY CORPORATION BAR SUPPLY				2,669.00	2,669.00		

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 08/06/2024 - 08/06/2024

POSTED AND UNPOSTED
OPEN

Agenda Item # 4L.

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 7244 - BREAKTHRU BEVERAGE							
116835584							
00036700	BREAKTHRU BEVERAGE	07/19/2024		651.20	651.20	Open	N
	LIQUOR	CBUSKEY					07/19/2024
	609-49751-40206	FREIGHT		8.70		1.00	8.70
	609-49751-40251	LIQUOR		642.50		1.00	642.50
116946356							
00036846	BREAKTHRU BEVERAGE	07/27/2024		1,505.91	1,505.91	Open	N
	MISC/LIQUOR/WINE	CBUSKEY					07/27/2024
	609-49751-40206	FREIGHT		46.50		1.00	46.50
	609-49751-40251	LIQUOR		765.00		1.00	765.00
	609-49751-40253	WINE		440.00		1.00	440.00
	609-49751-40254	MISCELLANEOUS MERCHANDISE		254.41		1.00	254.41
Total Vendor 7244 - BREAKTHRU BEVERAGE					<u>2,157.11</u>	<u>2,157.11</u>	
Vendor 5498 - BROTHERS FIRE & SECURITY							
w33200							
00036817	BROTHERS FIRE & SECURITY	05/20/2024		2,994.00	2,994.00	Open	N
	5 YEAR INTERNAL OBSTRUCTION INSPECTION	JSHOOK					08/05/2024
	101-45200-40401	BUILDINGS MAINTENANCE		598.80		1.00	598.80
	101-43100-40401	BUILDINGS MAINTENANCE		598.80		1.00	598.80
	601-49440-40401	BUILDINGS MAINTENANCE		598.80		1.00	598.80
	602-49490-40401	BUILDINGS MAINTENANCE		598.80		1.00	598.80
	101-42110-40401	BUILDINGS MAINTENANCE		598.80		1.00	598.80
Total Vendor 5498 - BROTHERS FIRE & SECURITY					<u>2,994.00</u>	<u>2,994.00</u>	
Vendor 10037 - BS&A SOFTWARE							
155029							
00036811	BS&A SOFTWARE	08/01/2024		1,700.00	1,700.00	Open	N
	ANNUAL SERVICE & SUPPORT	NSANTILLO					08/05/2024
	101-41910-40310	COMPUTER CONSULTING FEES		1,700.00		1.00	1,700.00
Total Vendor 10037 - BS&A SOFTWARE					<u>1,700.00</u>	<u>1,700.00</u>	
Vendor 7779 - CAPITOL BEVERAGE SALES, L.P							

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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 7779 - CAPITOL BEVERAGE SALES, L.P							
3012207							
00036824	CAPITOL BEVERAGE SALES, L.P	07/23/2024		(13.33)	(13.33)	Open	N
	THC/BEER	CBUSKEY					07/23/2024
	609-49751-40257	THC		(4.33)		1.00	(4.33)
	609-49751-40252	BEER		(9.00)		1.00	(9.00)
3012208							
00036825	CAPITOL BEVERAGE SALES, L.P	07/23/2024		1,892.75	1,892.75	open	N
	THC/BEER/LIQUOR	CBUSKEY					07/23/2024
	609-49751-40257	THC		420.00		1.00	420.00
	609-49751-40251	LIQUOR		360.00		1.00	360.00
	609-49751-40252	BEER		1,112.75		1.00	1,112.75
Total Vendor 7779 - CAPITOL BEVERAGE SALES, L.P				1,879.42	1,879.42		
Vendor 10357 - CHOSEN VALLEY TESTING, INC							
51360							
00036655	CHOSEN VALLEY TESTING, INC	07/08/2024		1,840.00	1,840.00	Open	N
	CHFS TESTING	DMULVIHILL					08/05/2024
	404-41400-40589	CITY HALL/FIRE STATION		1,840.00		1.00	1,840.00
Total Vendor 10357 - CHOSEN VALLEY TESTING, INC				1,840.00	1,840.00		
Vendor 9937 - CIVICPLUS LLC							
310740							
00036859	CIVICPLUS LLC	07/29/2024		2,714.72	2,714.72	Open	N
	MUNICODE PAGES	DMULVIHILL					08/05/2024
	101-41400-40311	CONTRACT		2,714.72		1.00	2,714.72
Total Vendor 9937 - CIVICPLUS LLC				2,714.72	2,714.72		
Vendor 4854 - CRYSTAL SPRINGS ICE							
1005237							
00036644	CRYSTAL SPRINGS ICE	07/15/2024		221.68	221.68	Open	N
	MISC	CBUSKEY					07/15/2024
	609-49751-40206	FREIGHT		4.00		1.00	4.00
	609-49751-40254	MISCELLANEOUS MERCHANDISE		217.68		1.00	217.68

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Inv Ref #	GL Distribution	Entered By			Units	Quantity	Post Date
Inventory							Unit Price
Vendor 4854 - CRYSTAL SPRINGS ICE							
1005268							
00036691	CRYSTAL SPRINGS ICE	07/19/2024		117.52	117.52	Open	N
	MISC	CBUSKEY					07/19/2024
	609-49751-40254	MISCELLANEOUS MERCHANDISE		113.52		1.00	113.52
	609-49751-40206	FREIGHT		4.00		1.00	4.00
1005285							
00036823	CRYSTAL SPRINGS ICE	07/23/2024		222.96	222.96	Open	N
	MISC	CBUSKEY					07/23/2024
	609-49751-40206	FREIGHT		4.00		1.00	4.00
	609-49751-40254	MISCELLANEOUS MERCHANDISE		218.96		1.00	218.96
1005323							
00036849	CRYSTAL SPRINGS ICE	07/27/2024		105.52	105.52	Open	N
	MISC	CBUSKEY					07/27/2024
	609-49751-40206	FREIGHT		4.00		1.00	4.00
	609-49751-40254	MISCELLANEOUS MERCHANDISE		101.52		1.00	101.52
1005343							
00036869	CRYSTAL SPRINGS ICE	07/29/2024		241.44	241.44	Open	N
	MISC	CBUSKEY					07/29/2024
	609-49751-40206	FREIGHT		4.00		1.00	4.00
	609-49751-40254	MISCELLANEOUS MERCHANDISE		237.44		1.00	237.44
Total Vendor 4854 - CRYSTAL SPRINGS ICE					909.12	909.12	
Vendor 91 - DAHLHEIMER DIST. CO. INC							
2233838							
00036683	DAHLHEIMER DIST. CO. INC	07/17/2024		13,022.44	13,022.44	Open	N
	BEER/MISC/THC/NA/LIQUOR	CBUSKEY					07/17/2024
	609-49751-40254	MISCELLANEOUS MERCHANDISE		204.00		1.00	204.00
	609-49751-40257	THC		720.00		1.00	720.00
	609-49751-40255	N/A PRODUCTS		308.00		1.00	308.00
	609-49751-40251	LIQUOR		141.00		1.00	141.00
	609-49751-40252	BEER		11,649.44		1.00	11,649.44
2239132							
00036688	DAHLHEIMER DIST. CO. INC	07/19/2024		312.00	312.00	Open	N
	BEER	CBUSKEY					07/19/2024
	609-49751-40252	BEER		312.00		1.00	312.00

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Inv Ref #	Description	Entered By					Post Date
Inventory	GL Distribution				Units	Quantity	Unit Price
Vendor 91 - DAHLHEIMER DIST. CO. INC							
2240963							
00036840	DAHLHEIMER DIST. CO. INC	07/24/2024		21,329.63	21,329.63	Open	N
	BEER/LIQUOR/MISC	CBUSKEY					07/24/2024
	609-49751-40254	MISCELLANEOUS MERCHANDISE		55.00		1.00	55.00
	609-49751-40251	LIQUOR		2,104.00		1.00	2,104.00
	609-49751-40252	BEER		19,170.63		1.00	19,170.63
2243843							
00036887	DAHLHEIMER DIST. CO. INC	07/31/2024		24,650.45	24,650.45	Open	N
	BEER/MISC/NA/LIQUOR	CBUSKEY					07/31/2024
	609-49751-40254	MISCELLANEOUS MERCHANDISE		204.00		1.00	204.00
	609-49751-40255	N/A PRODUCTS		118.50		1.00	118.50
	609-49751-40252	BEER		22,599.95		1.00	22,599.95
	609-49751-40251	LIQUOR		1,728.00		1.00	1,728.00
Total Vendor 91 - DAHLHEIMER DIST. CO. INC					<u>59,314.52</u>	<u>59,314.52</u>	
Vendor 10236 - DEANS HOME SERVICES							
199508155							
00036684	DEANS HOME SERVICES	06/27/2024		5,000.00	5,000.00	Open	N
	23232 AMBASSADOR BLVD	NSANTILLO					08/05/2024
	602-49490-40229	PROJECT MAINTENANCE		2,500.00		1.00	2,500.00
	601-49440-40229	PROJECT MAINTENANCE		2,500.00		1.00	2,500.00
Total Vendor 10236 - DEANS HOME SERVICES					<u>5,000.00</u>	<u>5,000.00</u>	
Vendor 4164 - DELL MARKETING L.P.							
10759410919							
00036624	DELL MARKETING L.P.	07/11/2024		1,237.17	1,237.17	Open	N
	THUNSTROM COMPUTER	DMULVIHILL					08/05/2024
	402-41400-40560	COMPUTERS		1,237.17		1.00	1,237.17
Total Vendor 4164 - DELL MARKETING L.P.					<u>1,237.17</u>	<u>1,237.17</u>	
Vendor 107 - ECM PUBLISHERS, INC							
1007308							
00036650	ECM PUBLISHERS, INC	07/12/2024		32.25	32.25	Open	N
	PUBLIC ACCURACY TESTING	NSANTILLO					08/05/2024
	101-41400-40352	GENERAL PUBLISHING		32.25		1.00	32.25

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Inv Ref #	GL Distribution	Entered By			Units	Quantity	Post Date
Inventory							Unit Price
Vendor 107 - ECM PUBLISHERS, INC							
1007307							
00036651	ECM PUBLISHERS, INC	07/12/2024		172.00	172.00	Open	N
	COUNCIL VACANCY	NSANTILLO					08/05/2024
	101-41400-40352	GENERAL PUBLISHING		172.00		1.00	172.00
Vendor 107 - ECM PUBLISHERS, INC							
1008259							
00036809	ECM PUBLISHERS, INC	07/19/2024		48.37	48.37	Open	N
	AUG 5 PH 2025-2029 CAPITAL IMP	NSANTILLO					08/05/2024
	101-41400-40351	LEGAL NOTICES PUBLISHING		48.37		1.00	48.37
Total Vendor 107 - ECM PUBLISHERS, INC				252.62	252.62		
Vendor 110 - ELECTRO WATCHMAN, INC							
JSKRQ3351							
00036659	ELECTRO WATCHMAN, INC	07/15/2024		6,373.17	6,373.17	Open	N
	ADDITIONAL SECURITY DOORS-DEPOSIT	DMULVIHILL					08/05/2024
	404-41400-40589	CITY HALL/FIRE STATION		6,373.17		1.00	6,373.17
Total Vendor 110 - ELECTRO WATCHMAN, INC				6,373.17	6,373.17		
Vendor 545 - ELITE SANITATION							
30860							
00036812	ELITE SANITATION	07/17/2024		130.50	130.50	Open	N
	PORTABLE TOILET RENTAL 7/20/24	NSANTILLO					08/05/2024
	101-43210-40439	RECYCLING DAYS		130.50		1.00	130.50
Vendor 545 - ELITE SANITATION							
30807							
00036814	ELITE SANITATION	07/15/2024		1,082.00	1,082.00	Open	N
	PORTABLE RENTAL 06/23-07/20/2024	NSANTILLO					08/05/2024
	101-45200-40402	JANITORIAL SERVICE		1,082.00		1.00	1,082.00
Total Vendor 545 - ELITE SANITATION				1,212.50	1,212.50		
Vendor 7818 - EVERGREEN RECYCLING LLC							
3490B							
00036884	EVERGREEN RECYCLING LLC	07/20/2024		620.00	620.00	Open	N
	JULY RECYCLE EVENT	JSHOOK					08/05/2024
	101-43210-40439	RECYCLING DAYS		620.00		1.00	620.00
Total Vendor 7818 - EVERGREEN RECYCLING LLC				620.00	620.00		

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Inv Ref #	GL Distribution	Entered By			Units	Quantity	Post Date
Inventory							Unit Price
Vendor 7818 - EVERGREEN RECYCLING LLC							
Vendor 5429 - FIRE SAFETY USA, INC							
189303							
00036685	FIRE SAFETY USA, INC	07/12/2024		1,980.00	1,980.00	open	N
	TANKER TRUCK REPAIRS	NSANTILLO					08/05/2024
	101-42210-40221	VEHICLE MAINTENANCE		1,980.00		1.00	1,980.00
Total Vendor 5429 - FIRE SAFETY USA, INC				1,980.00	1,980.00		
Vendor 10659 - GLOBAL RESERVE DISTRIBUTION							
ORD-10737							
00036841	GLOBAL RESERVE DISTRIBUTION	07/24/2024		3,060.29	3,060.29	open	N
	THC	CBUSKEY					07/24/2024
	609-49751-40257	THC		3,060.29		1.00	3,060.29
ORD-10871							
00036868	GLOBAL RESERVE DISTRIBUTION	07/29/2024		120.00	120.00	open	N
	OPERATING	CBUSKEY					07/29/2024
	609-49750-40210	OPERATING SUPPLIES		120.00		1.00	120.00
Total Vendor 10659 - GLOBAL RESERVE DISTRIBUTION				3,180.29	3,180.29		
Vendor 132 - GRAINGER, INC							
9183967356							
00036806	GRAINGER, INC	07/17/2024		60.75	60.75	open	N
	SUPPLIES	DMULVIHILL					08/05/2024
	602-49490-40441	MISCELLANEOUS		60.75		1.00	60.75
Total Vendor 132 - GRAINGER, INC				60.75	60.75		
Vendor 4691 - GRANITE CITY JOBBING CO							
400864							
00036656	GRANITE CITY JOBBING CO	07/16/2024		4,180.72	4,180.72	open	N
	TOBACCO/MISC/OPERATING	CBUSKEY					07/16/2024
	609-49751-40206	FREIGHT		10.00		1.00	10.00
	609-49750-40210	OPERATING SUPPLIES		328.57		1.00	328.57
	609-49751-40254	MISCELLANEOUS MERCHANDISE		6.22		1.00	6.22
	609-49751-40256	TOBACCO PRODUCTS		3,835.93		1.00	3,835.93
Total Vendor 4691 - GRANITE CITY JOBBING CO				4,180.72	4,180.72		

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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 4691 - GRANITE CITY JOBBING CO							
Vendor 10445 - GREEN LAMPS RECYCLING LLC							
MN24-91 00036845	GREEN LAMPS RECYCLING LLC RECYCLING EVENT 101-43210-40439	07/22/2024 JSHOOK RECYCLING DAYS		484.25	484.25	Open	N 08/05/2024 484.25
Total Vendor 10445 - GREEN LAMPS RECYCLING LLC				484.25	484.25		
Vendor 9971 - GUARDIAN FLEET SAFETY							
300621 00036872	GUARDIAN FLEET SAFETY VEHICLE MAINTENANCE 101-42110-40218	07/25/2024 NSANTILLO EQUIPMENT MAINTENANCE		190.00	190.00	Open	N 08/05/2024 190.00
Total Vendor 9971 - GUARDIAN FLEET SAFETY				190.00	190.00		
Vendor 9357 - HARRIS							
SR000065707 00036654	HARRIS LIQUOR STORE EVAPORATOR ON SM WALKIN 609-49750-40401	07/15/2024 DMULVIHILL BUILDINGS MAINTENANCE		1,571.99	1,571.99	Open	N 08/05/2024 1,571.99
SR000066548 00036838	HARRIS INTERMITENT MUA ISSUES 602-49490-40401	07/24/2024 DMULVIHILL BUILDINGS MAINTENANCE		1,830.11	1,830.11	Open	N 08/05/2024 1,830.11
Total Vendor 9357 - HARRIS				3,402.10	3,402.10		
Vendor 1175 - HAWKINS, INC							
6808356 00036649	HAWKINS, INC CYLINDERS 601-49440-40216	07/15/2024 DMULVIHILL CHEMICALS		10.00	10.00	Open	N 08/05/2024 10.00
6807902 00036653	HAWKINS, INC CYLINDERS 601-49440-40216	07/15/2024 DMULVIHILL CHEMICALS		30.00	30.00	Open	N 08/05/2024 30.00
Total Vendor 1175 - HAWKINS, INC							

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Inv Ref #	GL Distribution	Entered By			Units	Quantity	Unit Price
Vendor 1175 - HAWKINS, INC							
				40.00	40.00		
Vendor 7513 - HOISINGTON KOEGLER GROUP, INC							
018-041-70							
00036677	HOISINGTON KOEGLER GROUP, INC	07/13/2024		4,322.43	4,322.43	Open	N
	ST FRANCIS PLANNING SERVICES	NSANTILLO					08/05/2024
	101-41910-40311	CONTRACT		2,653.90		1.00	2,653.90
	404-41400-40589	CITY HALL/FIRE STATION		95.00		1.00	95.00
	405-43100-40809	PATRIOT PARKWAY		1,003.53		1.00	1,003.53
	803-00000-22043	ESC-LAKETOWN (RIVERS EDGE)		570.00		1.00	570.00
Total Vendor 7513 - HOISINGTON KOEGLER GROUP, INC				4,322.43	4,322.43		
Vendor 4873 - INNOVATIVE OFFICE SOLUTIONS, LLC							
IN4585434							
00036658	INNOVATIVE OFFICE SOLUTIONS, LLC	07/15/2024		128.07	128.07	Open	N
	OFFICE SUPPLIES	NSANTILLO					08/05/2024
	101-42110-40200	OFFICE SUPPLIES		128.07		1.00	128.07
IN4598024							
00036889	INNOVATIVE OFFICE SOLUTIONS, LLC	07/30/2024		175.42	175.42	Open	N
	BOOKCASE	DMULVIHILL					08/05/2024
IN4588923							
00036890	INNOVATIVE OFFICE SOLUTIONS, LLC	07/18/2024		55.11	55.11	Open	N
	SUPPLIES	DMULVIHILL					08/05/2024
Total Vendor 4873 - INNOVATIVE OFFICE SOLUTIONS, LLC				358.60	358.60		
Vendor 10476 - IUOE LOCAL #49							
.08012024							
00036820	IUOE LOCAL #49	08/01/2024		306.00	306.00	Open	N
	PUBLIC WORKS UNION DUES - AUGUST 2024	NSANTILLO					08/05/2024
	101-00000-21707	PUBLIC WORKS UNION DUES - AUGUST 2024		306.00		1.00	306.00
Total Vendor 10476 - IUOE LOCAL #49				306.00	306.00		
Vendor 154 - JOHNSON BROTHERS							
2585385							
00036697	JOHNSON BROTHERS	07/19/2024		185.96	185.96	Open	N
	WINE	CBUSKEY					07/19/2024
	609-49751-40206	FREIGHT		5.46		1.00	5.46
	609-49751-40253	WINE		180.50		1.00	180.50

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Inv Ref #	GL Distribution	Entered By			Units	Quantity	Post Date
Inventory							Unit Price
Vendor 154 - JOHNSON BROTHERS							
2585384							
00036698	JOHNSON BROTHERS	07/19/2024		438.46	438.46	Open	N
	LIQUOR	CBUSKEY					07/19/2024
	609-49751-40206	FREIGHT		5.46		1.00	5.46
	609-49751-40251	LIQUOR		433.00		1.00	433.00
2590193							
00036850	JOHNSON BROTHERS	07/27/2024		5,502.42	5,502.42	open	N
	LIQUOR	CBUSKEY					07/27/2024
	609-49751-40206	FREIGHT		101.92		1.00	101.92
	609-49751-40251	LIQUOR		5,400.50		1.00	5,400.50
2590194							
00036851	JOHNSON BROTHERS	07/27/2024		219.28	219.28	Open	N
	WINE	CBUSKEY					07/27/2024
	609-49751-40206	FREIGHT		7.28		1.00	7.28
	609-49751-40253	WINE		212.00		1.00	212.00
Total Vendor 154 - JOHNSON BROTHERS					<u>6,346.12</u>	<u>6,346.12</u>	
Vendor 4926 - JRS APPLIANCE							
113521							
00036883	JRS APPLIANCE	07/25/2024		320.00	320.00	Open	N
	JULY RECYCLE EVENT	JSHOOK					08/05/2024
	101-43210-40439	RECYCLING DAYS		320.00		1.00	320.00
Total Vendor 4926 - JRS APPLIANCE					<u>320.00</u>	<u>320.00</u>	
Vendor CD-REFUND - KARLI & ERIC BIEDERMAN							
.07242024							
00036831	KARLI & ERIC BIEDERMAN	07/24/2024		9,550.00	9,550.00	Open	N
	ESCROW REFUND	DMULVIHILL					08/05/2024
	803-00000-22000	DEPOSITS		9,550.00		1.00	9,550.00
Total Vendor CD-REFUND - KARLI & ERIC BIEDERMAN					<u>9,550.00</u>	<u>9,550.00</u>	
Vendor 5182 - KIMS KLEANING							
10493							
00036875	KIMS KLEANING	07/29/2024		354.00	354.00	Open	N
	CITY HALL CLEANING	DMULVIHILL					08/05/2024
	101-41940-40402	JANITORIAL SERVICE		354.00		1.00	354.00

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Inv Ref #	GL Distribution	Entered By			Units	Quantity	Post Date
Inventory							Unit Price
Vendor 5182 - KIMS KLEANING							
10494							
00036876	KIMS KLEANING	07/29/2024		1,062.00	1,062.00	Open	N
	POLICE CLEANING		DMULVIHILL				08/05/2024
	101-42110-40402	JANITORIAL SERVICE		1,062.00		1.00	1,062.00
10495							
00036877	KIMS KLEANING	07/29/2024		118.00	118.00	Open	N
	CC CLEANING		DMULVIHILL				08/05/2024
	101-45000-40402	JANITORIAL SERVICE		118.00		1.00	118.00
10496							
00036878	KIMS KLEANING	07/29/2024		1,062.00	1,062.00	Open	N
	PW CLEANING		DMULVIHILL				08/05/2024
	101-43100-40402	JANITORIAL SERVICE		265.50		1.00	265.50
	101-45200-40402	JANITORIAL SERVICE		265.50		1.00	265.50
	601-49440-40402	JANITORIAL SERVICE		265.50		1.00	265.50
	602-49490-40402	JANITORIAL SERVICE		265.50		1.00	265.50
10497							
00036879	KIMS KLEANING	07/29/2024		236.00	236.00	Open	N
	WATER PLANT CLEANING		DMULVIHILL				08/05/2024
10498							
00036880	KIMS KLEANING	07/29/2024		324.50	324.50	Open	N
	WWTP CLEANING		DMULVIHILL				08/05/2024
Total Vendor 5182 - KIMS KLEANING					<u>3,156.50</u>	<u>3,156.50</u>	
Vendor 3135 - LAW ENFORCEMENT LABOR SVCS.							
.08012024							
00036821	LAW ENFORCEMENT LABOR SVCS.	08/01/2024		634.50	634.50	Open	N
	SFPD UNION DUES - AUGUST 2024		NSANTILLO				08/05/2024
	101-00000-21707	SFPD UNION DUES - AUGUST 2024		634.50		1.00	634.50
.08012024-1							
00036822	LAW ENFORCEMENT LABOR SVCS.	08/01/2024		70.50	70.50	Open	N
	SFPD SGT UNION DUES - AUGUST 2024		NSANTILLO				08/05/2024
	101-00000-21707	SFPD SGT UNION DUES - AUGUST 2024		70.50		1.00	70.50
Total Vendor 3135 - LAW ENFORCEMENT LABOR SVCS.					<u>705.00</u>	<u>705.00</u>	
Vendor 9246 - MACQUEEN EMERGENCY							

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Inv Ref #	Description	Entered By					Post Date
Inventory	GL Distribution				Units	Quantity	Unit Price
Vendor 9246 - MACQUEEN EMERGENCY							
P33263							
00036871	MACQUEEN EMERGENCY	07/25/2024		513.15	513.15	Open	N
	FACE PIECE	NSANTILLO					08/05/2024
	101-42210-40237	SMALL EQUIPMENT		513.15		1.00	513.15
Total Vendor 9246 - MACQUEEN EMERGENCY					<u>513.15</u>	<u>513.15</u>	
Vendor 202 - MCDONALD DIST CO							
758108							
00036678	MCDONALD DIST CO	07/17/2024		6,758.05	6,758.05	Open	N
	BEER/MISC	CBUSKEY					07/17/2024
	609-49751-40254	MISCELLANEOUS MERCHANDISE		19.50		1.00	19.50
	609-49751-40252	BEER		6,738.55		1.00	6,738.55
758107							
00036679	MCDONALD DIST CO	07/17/2024		(720.95)	(720.95)	Open	N
	BEER	CBUSKEY					07/17/2024
	609-49751-40252	BEER		(720.95)		1.00	(720.95)
758106							
00036680	MCDONALD DIST CO	07/17/2024		1,412.50	1,412.50	Open	N
	LIQUOR	CBUSKEY					07/17/2024
	609-49751-40251	LIQUOR		1,412.50		1.00	1,412.50
758763							
00036689	MCDONALD DIST CO	07/19/2024		76.80	76.80	Open	N
	BEER	CBUSKEY					07/19/2024
	609-49751-40252	BEER		76.80		1.00	76.80
759337							
00036842	MCDONALD DIST CO	07/24/2024		(58.00)	(58.00)	Open	N
	BEER	CBUSKEY					07/24/2024
	609-49751-40252	BEER		(58.00)		1.00	(58.00)
759333							
00036843	MCDONALD DIST CO	07/24/2024		2,210.80	2,210.80	Open	N
	LIQUOR/WINE	CBUSKEY					07/24/2024
	609-49751-40253	WINE		866.80		1.00	866.80
	609-49751-40251	LIQUOR		1,344.00		1.00	1,344.00

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Inv Ref #	GL Distribution	Entered By			Units	Quantity	Post Date
Inventory							Unit Price
Vendor 202 - MCDONALD DIST CO							
759332							
00036844	MCDONALD DIST CO BEER 609-49751-40252	07/24/2024 CBUSKEY		10,723.45	10,723.45	Open	N
		BEER		10,723.45		1.00	07/24/2024 10,723.45
760384							
00036885	MCDONALD DIST CO BEER/NA/MISC 609-49751-40254 609-49751-40255 609-49751-40252	07/31/2024 CBUSKEY MISCELLANEOUS MERCHANDISE N/A PRODUCTS BEER		14,999.35	14,999.35	Open	N
				19.50		1.00	07/31/2024 19.50
				204.00		1.00	204.00
				14,775.85		1.00	14,775.85
5810384							
00036886	MCDONALD DIST CO BEER 609-49751-40252	07/31/2024 CBUSKEY		(58.80)	(58.80)	Open	N
		BEER		(58.80)		1.00	07/31/2024 (58.80)
Total Vendor 202 - MCDONALD DIST CO				35,343.20	35,343.20		
Vendor 176 - MED-COMPASS, INC							
45817							
00036810	MED-COMPASS, INC QUANTITATIVE FIT TEST - SFFD 101-42210-40305	07/15/2024 NSANTILLO		60.00	60.00	Open	N
		MEDICAL FEES		60.00		1.00	08/05/2024 60.00
Total Vendor 176 - MED-COMPASS, INC				60.00	60.00		
Vendor 177 - MEDIATION & RESTORATIVE							
.07182024							
00036686	MEDIATION & RESTORATIVE ANNUAL CONTRIBUTION 101-41400-40433	06/15/2024 NSANTILLO		1,628.40	1,628.40	Open	N
		DUES AND SUBSCRIPTIONS		1,628.40		1.00	08/05/2024 1,628.40
Total Vendor 177 - MEDIATION & RESTORATIVE				1,628.40	1,628.40		
Vendor 3689 - METRO SALES, INC							
INV2563920							
00036687	METRO SALES, INC COPIES 101-42110-40311	07/16/2024 DMULVIHILL		568.58	568.58	Open	N
		CONTRACT		568.58		1.00	08/05/2024 568.58
Total Vendor 3689 - METRO SALES, INC							

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Invoice Number	Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price	
Vendor 3689 - METRO SALES, INC								
					568.58	568.58		
Vendor 185 - MN MUNICIPAL BEVERAGE ASSOCIATION								
	.072024							
00036835		MN MUNICIPAL BEVERAGE ASSOCIATION	07/24/2024		1,700.00	1,700.00	Open	N
		DUES		DMULVIHILL				08/05/2024
		609-49750-40433		DUES AND SUBSCRIPTIONS	1,700.00		1.00	1,700.00
Total Vendor 185 - MN MUNICIPAL BEVERAGE ASSOCIATION								
					1,700.00	1,700.00		
Vendor 10719 - OFFICE ENVIRONMENT BROKERS INC								
	27849							
00036645		OFFICE ENVIRONMENT BROKERS INC	07/15/2024		16,100.00	16,100.00	Open	N
		FURNITURE-CH/FS		DMULVIHILL				08/05/2024
		404-41400-40589		CITY HALL/FIRE STATION	16,100.00		1.00	16,100.00
Total Vendor 10719 - OFFICE ENVIRONMENT BROKERS INC								
					16,100.00	16,100.00		
Vendor 3753 - PAUSTIS WINE COMPANY								
	242219							
00036827		PAUSTIS WINE COMPANY	07/23/2024		351.50	351.50	Open	N
		WINE		CBUSKEY				07/23/2024
		609-49751-40206		FREIGHT	7.50		1.00	7.50
		609-49751-40253		WINE	344.00		1.00	344.00
Total Vendor 3753 - PAUSTIS WINE COMPANY								
					351.50	351.50		
Vendor 214 - PHILLIPS WINE & SPIRITS CO								
	6816958							
00036695		PHILLIPS WINE & SPIRITS CO	07/19/2024		1,078.90	1,078.90	Open	N
		WINE		CBUSKEY				07/19/2024
		609-49751-40206		FREIGHT	36.40		1.00	36.40
		609-49751-40253		WINE	1,042.50		1.00	1,042.50
	6816957							
00036696		PHILLIPS WINE & SPIRITS CO	07/19/2024		1,231.44	1,231.44	Open	N
		LIQUOR		CBUSKEY				07/19/2024
		609-49751-40206		FREIGHT	12.74		1.00	12.74
		609-49751-40251		LIQUOR	1,218.70		1.00	1,218.70

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Inv Ref #	GL Distribution	Entered By			Units	Quantity	Unit Price
Vendor 214 - PHILLIPS WINE & SPIRITS CO							
6820575							
00036852	PHILLIPS WINE & SPIRITS CO	07/27/2024		6,002.95	6,002.95	Open	N
	LIQUOR		CBUSKEY				07/27/2024
	609-49751-40206	FREIGHT		67.35		1.00	67.35
	609-49751-40251	LIQUOR		5,935.60		1.00	5,935.60
6820576							
00036853	PHILLIPS WINE & SPIRITS CO	07/27/2024		1,950.22	1,950.22	Open	N
	WINE		CBUSKEY				07/27/2024
	609-49751-40206	FREIGHT		83.72		1.00	83.72
	609-49751-40253	WINE		1,866.50		1.00	1,866.50
Total Vendor 214 - PHILLIPS WINE & SPIRITS CO				10,263.51	10,263.51		
Vendor 266 - POSTMASTER							
.07202024							
00036867	POSTMASTER	07/20/2024		310.00	310.00	Open	N
	USPS MARKETING MAIL FEE RENEWAL		NSANTILLO				08/05/2024
	101-41400-40322	POSTAGE		310.00		1.00	310.00
Total Vendor 266 - POSTMASTER				310.00	310.00		
Vendor 458 - QUILL CORPORATION							
39497653							
00036826	QUILL CORPORATION	07/10/2024		12.48	12.48	Open	N
	PLANNING COMMISSION NAME PLATE		NSANTILLO				08/05/2024
	101-41910-40200	OFFICE SUPPLIES		12.48		1.00	12.48
Total Vendor 458 - QUILL CORPORATION				12.48	12.48		
Vendor 10014 - RED BULL DISTRIBUTION CO INC.							
2018926865							
00036690	RED BULL DISTRIBUTION CO INC.	07/19/2024		361.40	361.40	Open	N
	MISC		CBUSKEY				07/19/2024
	609-49751-40254	MISCELLANEOUS MERCHANDISE		361.40		1.00	361.40
Total Vendor 10014 - RED BULL DISTRIBUTION CO INC.				361.40	361.40		
Vendor 9925 - RMB ENVIRONMENTAL LABORATORIES, INC							

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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 9925 - RMB ENVIRONMENTAL LABORATORIES, INC							
B013631							
00036805	RMB ENVIRONMENTAL LABORATORIES, INC	07/18/2024		648.95	648.95	Open	N
	WEEK 1 COOLER 1		DMULVIHILL				08/05/2024
	601-49440-40313		SAMPLE TESTING	648.95		1.00	648.95
B013775							
00036807	RMB ENVIRONMENTAL LABORATORIES, INC	07/17/2024		182.88	182.88	Open	N
	ALL WEEKS COOLER 2		DMULVIHILL				08/05/2024
	601-49440-40313		SAMPLE TESTING	91.44		1.00	91.44
	602-49490-40313		SAMPLE TESTING	91.44		1.00	91.44
B013717							
00036834	RMB ENVIRONMENTAL LABORATORIES, INC	07/23/2024		274.84	274.84	Open	N
	WEEKS 2-4 COOLER 1		DMULVIHILL				08/05/2024
	601-49440-40313		SAMPLE TESTING	137.42		1.00	137.42
	602-49490-40313		SAMPLE TESTING	137.42		1.00	137.42
B013894							
00036839	RMB ENVIRONMENTAL LABORATORIES, INC	07/24/2024		182.88	182.88	Open	N
	ALL WEEKS COOLER 2		DMULVIHILL				08/05/2024
	601-49440-40313		SAMPLE TESTING	182.88		1.00	182.88
B013829							
00036858	RMB ENVIRONMENTAL LABORATORIES, INC	07/26/2024		233.04	233.04	Open	N
	WEEKS 2-4 COOLER 1		DMULVIHILL				08/05/2024
	602-49490-40313		SAMPLE TESTING	233.04		1.00	233.04
Total Vendor 9925 - RMB ENVIRONMENTAL LABORATORIES, INC					1,522.59	1,522.59	

Vendor 6072 - ROYAL SUPPLY

6601							
00036881	ROYAL SUPPLY	07/29/2024		251.50	251.50	Open	N
	SUPPLIES		DMULVIHILL				08/05/2024
	101-41940-40210		OPERATING SUPPLIES	41.92		1.00	41.92
	101-42110-40217		OTHER OPERATING SUPPLIES	41.92		1.00	41.92
	101-43100-40217		OTHER OPERATING SUPPLIES	41.92		1.00	41.92
	101-45200-40217		OTHER OPERATING SUPPLIES	41.92		1.00	41.92
	601-49440-40217		OTHER OPERATING SUPPLIES	41.92		1.00	41.92
	602-49490-40217		OTHER OPERATING SUPPLIES	41.90		1.00	41.90
Total Vendor 6072 - ROYAL SUPPLY					251.50	251.50	

Vendor 10712 - RUM RIVER CONTRACTING

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Inv Ref #	GL Distribution	Entered By			Units	Quantity	Unit Price
Vendor 10712 - RUM RIVER CONTRACTING							
8091							
00036870	RUM RIVER CONTRACTING	07/29/2024		4,440.00	4,440.00	Open	N
	RUM RIVER CONTRACTING	JSHOOK					08/05/2024
	226-45100-40456	DOG PARK		4,440.00		1.00	4,440.00
Total Vendor 10712 - RUM RIVER CONTRACTING				4,440.00	4,440.00		
Vendor 8827 - SEH							
470883							
00036681	SEH	08/16/2024		2,284.97	2,284.97	Open	N
	CHLORIDE MONITORING	DMULVIHILL					08/05/2024
	601-49440-40303	ENGINEERING FEES		2,284.97		1.00	2,284.97
Total Vendor 8827 - SEH				2,284.97	2,284.97		
Vendor 9174 - SHORT ELLIOTT HENDRICKSON INC							
470883							
00036682	SHORT ELLIOTT HENDRICKSON INC	07/17/2024		2,284.97	2,284.97	Open	N
	CHLORIDE MONITORING	NSANTILLO					08/05/2024
	602-49490-40303	ENGINEERING FEES		2,284.97		1.00	2,284.97
466841							
00036866	SHORT ELLIOTT HENDRICKSON INC	05/09/2024		1,067.92	1,067.92	Open	N
	CHLORIDE MONITORING	NSANTILLO					08/05/2024
Total Vendor 9174 - SHORT ELLIOTT HENDRICKSON INC				3,352.89	3,352.89		
Vendor 7455 - SOUTHERN GLAZERS OF MN							
2505816							
00036699	SOUTHERN GLAZERS OF MN	07/19/2024		669.87	669.87	Open	N
	LIQUOR	CBUSKEY					07/19/2024
	609-49751-40206	FREIGHT		5.12		1.00	5.12
	609-49751-40251	LIQUOR		664.75		1.00	664.75
2508652							
00036854	SOUTHERN GLAZERS OF MN	07/27/2024		664.80	664.80	Open	N
	WINE	CBUSKEY					07/27/2024
	609-49751-40206	FREIGHT		12.80		1.00	12.80
	609-49751-40253	WINE		652.00		1.00	652.00

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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 7455 - SOUTHERN GLAZERS OF MN								
2508651								
00036855		SOUTHERN GLAZERS OF MN	07/27/2024		4,142.83	4,142.83	Open	N
		LIQUOR		CBUSKEY				07/27/2024
		609-49751-40206	FREIGHT		56.96		1.00	56.96
		609-49751-40251	LIQUOR		4,085.87		1.00	4,085.87
Total Vendor 7455 - SOUTHERN GLAZERS OF MN					5,477.50	5,477.50		
Vendor 863 - THE BERNICK COMPANIES								
10242976								
00036692		THE BERNICK COMPANIES	07/19/2024		163.00	163.00	Open	N
		THC		CBUSKEY				07/19/2024
		609-49751-40257	THC		163.00		1.00	163.00
10242978								
00036693		THE BERNICK COMPANIES	07/19/2024		(9.16)	(9.16)	Open	N
		BEER		CBUSKEY				07/19/2024
		609-49751-40252	BEER		(9.16)		1.00	(9.16)
10242977								
00036694		THE BERNICK COMPANIES	07/19/2024		958.85	958.85	Open	N
		BEER/NA		CBUSKEY				07/19/2024
		609-49751-40255	N/A PRODUCTS		23.00		1.00	23.00
		609-49751-40252	BEER		935.85		1.00	935.85
10245890								
00036847		THE BERNICK COMPANIES	07/27/2024		25.20	25.20	Open	N
		NA		CBUSKEY				07/27/2024
		609-49751-40255	N/A PRODUCTS		25.20		1.00	25.20
0145889								
00036848		THE BERNICK COMPANIES	07/27/2024		779.00	779.00	Open	N
		BEER/NA		CBUSKEY				07/27/2024
		609-49751-40255	N/A PRODUCTS		126.60		1.00	126.60
		609-49751-40252	BEER		652.40		1.00	652.40
Total Vendor 863 - THE BERNICK COMPANIES					1,916.89	1,916.89		
Vendor 10720 - THE SAUCY MAMMA								

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Inv Ref #	GL Distribution	Entered By			Units	Quantity	Unit Price
Vendor 10720 - THE SAUCY MAMMA							
72324							
00036882	THE SAUCY MAMMA	07/23/2024		314.68		314.68	Open N
	MISC		CBUSKEY				07/23/2024
	609-49751-40254		MISCELLANEOUS MERCHANDISE	314.68		1.00	314.68
Total Vendor 10720 - THE SAUCY MAMMA							
				314.68		314.68	
Vendor 10647 - TRUE NORTH PSYCHOLOGY & CONSULTING, LLC							
1089							
00036647	TRUE NORTH PSYCHOLOGY & CONSULTING,	07/11/2024		320.00		320.00	Open N
	SFPD THERAPY		NSANTILLO				08/05/2024
	103-42110-40300		PROFESSIONAL SERVICES	320.00		1.00	320.00
Total Vendor 10647 - TRUE NORTH PSYCHOLOGY & CONSULTING, LLC							
				320.00		320.00	
Vendor 4231 - USABLUBOOK							
INV00427601							
00036804	USABLUBOOK	07/19/2024		1.80		1.80	Open N
	CLAMP		DMULVIHILL				08/05/2024
	602-49490-40441		MISCELLANEOUS	1.80		1.00	1.80
INV00429830							
00036832	USABLUBOOK	07/23/2024		127.80		127.80	Open N
	CLAMP		DMULVIHILL				08/05/2024
	602-49490-40217		OTHER OPERATING SUPPLIES	127.80		1.00	127.80
Total Vendor 4231 - USABLUBOOK							
				129.60		129.60	
Vendor 10440 - WILLIAM E YOUNG CO							
22076							
00036646	WILLIAM E YOUNG CO	07/15/2024		7,829.82		7,829.82	Open N
	METERS		NSANTILLO				08/05/2024
	601-49440-40229		PROJECT MAINTENANCE	3,914.91		1.00	3,914.91
	602-49490-40229		PROJECT MAINTENANCE	3,914.91		1.00	3,914.91
Total Vendor 10440 - WILLIAM E YOUNG CO							
				7,829.82		7,829.82	

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Inv Ref #	GL Distribution	Entered By			Units	Quantity	Post Date
Inventory							Unit Price
# of Invoices:	109	# Due: 109	Totals:	227,785.41	227,785.41		
# of Credit Memos:	5	# Due: 5	Totals:	(860.24)	(860.24)		
Net of Invoices and Credit Memos:				226,925.17	226,925.17		
--- TOTALS BY GL BANK ---							
	GNCKG			226,925.17			
--- TOTALS BY GL DISTRIBUTIONS ---							
	101-00000-21707			1,011.00			
	101-41400-40311			2,714.72			
	101-41400-40322			310.00			
	101-41400-40351			48.37			
	101-41400-40352			204.25			
	101-41400-40433			1,628.40			
	101-41910-40200			12.48			
	101-41910-40310			1,700.00			
	101-41910-40311			2,653.90			
	101-41940-40210			41.92			
	101-41940-40402			354.00			
	101-42110-40200			128.07			
	101-42110-40217			41.92			
	101-42110-40218			190.00			
	101-42110-40311			568.58			
	101-42110-40321			75.00			
	101-42110-40401			598.80			
	101-42110-40402			1,062.00			
	101-42110-40437			643.40			
	101-42210-40221			1,980.00			
	101-42210-40237			513.15			
	101-42210-40305			60.00			
	101-42210-40321			75.00			
	101-42210-40437			141.90			
	101-43100-40217			41.92			
	101-43100-40321			75.00			
	101-43100-40401			598.80			
	101-43100-40402			265.50			
	101-43210-40439			1,554.75			
	101-45000-40402			118.00			
	101-45200-40217			41.92			
	101-45200-40321			75.00			
	101-45200-40401			598.80			
	101-45200-40402			1,347.50			
	103-42110-40300			320.00			
	226-45100-40456			4,440.00			
	402-41400-40560			1,237.17			
	404-41400-40589			24,408.17			
	405-43100-40809			1,003.53			

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 08/06/2024 - 08/06/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4L.

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
	601-49440-40216		40.00			
	601-49440-40217		41.92			
	601-49440-40229		6,414.91			
	601-49440-40303		2,284.97			
	601-49440-40313		1,060.69			
	601-49440-40321		75.00			
	601-49440-40401		598.80			
	601-49440-40402		265.50			
	602-49490-40217		169.70			
	602-49490-40229		6,414.91			
	602-49490-40303		2,284.97			
	602-49490-40313		461.90			
	602-49490-40321		75.00			
	602-49490-40401		2,428.91			
	602-49490-40402		265.50			
	602-49490-40441		62.55			
	609-49750-40210		541.54			
	609-49750-40401		1,571.99			
	609-49750-40433		1,700.00			
	609-49751-40206		539.20			
	609-49751-40251		27,915.40			
	609-49751-40252		87,891.76			
	609-49751-40253		5,604.30			
	609-49751-40254		2,482.58			
	609-49751-40255		805.30			
	609-49751-40256		3,835.93			
	609-49751-40257		5,048.97			
	803-00000-22000		9,550.00			
	803-00000-22043		570.00			
--- TOTALS BY FUND ---						
	101 GENERAL FUND		21,474.05	21,474.05		
	103 PUBLIC SAFETY FUNDS		320.00	320.00		
	226 PARK FUND		4,440.00	4,440.00		
	402 CAPITAL EQUIPMENT FUND		1,237.17	1,237.17		
	404 BUILDING IMPROVEMENT FUND		24,408.17	24,408.17		
	405 STREET IMPROVEMENT FUND		1,003.53	1,003.53		
	601 WATER FUND		10,781.79	10,781.79		
	602 SEWER FUND		12,163.44	12,163.44		
	609 LIQUOR FUND		137,936.97	137,936.97		
	803 ESCROW		10,120.00	10,120.00		
--- TOTALS BY DEPT/ACTIVITY ---						
	00000 UNASSIGNED		11,131.00	11,131.00		
	41400 ADMINISTRATION		30,551.08	30,551.08		
	41910 COMMUNITY DEVELOPMENT		4,366.38	4,366.38		
	41940 BUILDINGS		395.92	395.92		
	42110 POLICE		3,627.77	3,627.77		

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 08/06/2024 - 08/06/2024

POSTED AND UNPOSTED
OPEN

Agenda Item # 4L.

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
	42210 FIRE			2,770.05	2,770.05		
	43100 STREETS			1,984.75	1,984.75		
	43210 RECYCLING			1,554.75	1,554.75		
	45000 COMMUNITY CENTER			118.00	118.00		
	45100 RECREATION			4,440.00	4,440.00		
	45200 PARKS			2,063.22	2,063.22		
	49440 WATER DEPT			10,781.79	10,781.79		
	49490 SEWER DEPT			12,163.44	12,163.44		
	49750 LIQUOR STORE			3,813.53	3,813.53		
	49751 MERCHANDISE PURCHASES			134,123.44	134,123.44		



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: CIP 2025-2029 Hearing and Approval
DATE: August 5, 2024

OVERVIEW:

Each year the city must approve the CIP for the next 5 years by August 15th. The proposed CIP was put on the website back in June. It can be found under departments-finance-documents. It is called the 2025-2029 Proposed Capital Improvement Plan.

Funding for the capital equipment comes from transfers from Water and Sewer of \$20,000 each per year and for 2025, \$360,000 from the general tax levy.

The other funds that are included in this plan are Parks, Buildings, Streets, Water, Wastewater, Stormwater and Liquor Fund. This are all detailed in the plan and the funding sources to cover these improvements/purchases.

Please note that we are using the new cloud based software Easy CIP to track the projects.

ACTION TO BE CONSIDERED:

Council needs to have the public hearing on the CIP for 2025-2029. After the hearing has been concluded, the 2025-2029 Capital Improvement Plan would need to be approved.

BUDGET IMPLICATION:

Capital equipment purchases will be added to the budget in the year they are to be purchased. Other projects will need to be brought to council when the project is scheduled to move forward.



CITY COUNCIL AGENDA REPORT

TO: St. Francis City Council
FROM: Beth Richmond, Planner
SUBJECT: Rivers Edge 7th Addition
DATE: August 5, 2024
APPLICANT: Dale Willenbring, Tamarack Land Development, LLC
LOCATION: Outlot D, Rivers Edge 2nd Addition and PID 33-34-24-22-0017

OVERVIEW:

Dale Willenbring of Tamarack Land Development, LLC has submitted applications for the review of three requests related to the 7th Addition of the Rivers Edge subdivision. The requests to be considered include:

1. **PUD Amendment.** An amendment to the existing Rivers Edge PUD is requested to incorporate the easternmost 2.5 acres of land along Rum River Blvd NW into the Rivers Edge PUD and to allow for reduced side yard setbacks for villa lots. The 2.5 acres of land along Rum River Blvd NW were included in the original plans for the Rivers Edge development, and so the addition of this land into the PUD is appropriate. The side yard setback is proposed to be reduced from 7.5 feet to 6 feet in order to accommodate current market demands for a larger building pad size. The proposed reduction still ensures a building separation of 12 feet, which is required by Code for any building within a PUD.
2. **Vacation of drainage and utility easement.** A drainage and utility easement currently covers 4.8 acres of the proposed 7th Addition. This easement was established over Outlot D of Rivers Edge 2nd Addition with the understanding that it would be vacated at the time that Outlot D was final platted. New drainage and utility easements following City requirements will be established with the 7th Addition final plat.
3. **Final plat for the 7th Addition.** The 7th Addition includes 23 villa lots on the easternmost portion of the development as well as the extension of an internal street off of Marigold St NW. The elements proposed in the 7th Addition conform with the approved preliminary plat for the site. A draft development agreement has been prepared for Council’s review. Staff, Engineering, and Legal have reviewed the 7th Addition final plat and plans and find the documents to be complete, substantially conforming to the approved PUD Development Plan and preliminary plat, and ready for approval.
4. **Development Agreement**

ACTION TO BE CONSIDERED:

Council is requested to hold a public hearing for the drainage and utility easement vacation request. Following the public hearing, Council is asked to act on the PUD amendment, easement vacation, and final plat requests for the 7th Addition of the Rivers Edge development. Staff recommends approval of the PUD amendment, easement vacation, and final plat requests.

Suggested Motions:

1. Move to approve the 1st Reading of Ordinance 332 amending the Rivers Edge PUD to include 2.5 acres of land and to allow 6' side yard setbacks for villa lots.
2. Move to adopt Resolution 2024-28 approving the vacation of the drainage and utility easement over Outlot B of the 5th Addition of the Rivers Edge subdivision.
3. Move to adopt Resolution 2024-29 approving the final plat and plans of the 6th Addition of the Rivers Edge subdivision with conditions and findings of fact as presented by Staff.
4. Move to approve the Development Agreement for Rivers Edge 7th Addition.

ATTACHMENTS:

- Draft Ordinance 332 – 1st Reading
- Draft Resolution 2024-28 Easement Vacation
- Draft Resolution 2024-29 final plat and plans of the 6th addition of the Rivers Edge subdivision
- July 30, 2024 Engineering Memo
- Applicant Submittals
- Development Agreement for River Edge 7th Addition
- July 17, 2024 Planning Commission Memo

ORDINANCE NO. 332

**CITY OF ST. FRANCIS
ANOKA COUNTY**

**AN ORDINANCE AMENDING THE RIVERS EDGE PLANNED UNIT
DEVELOPMENT – 1ST READING**

WHEREAS, on June 26, 2024, Dale Willenbring on behalf of Tamarack Land Development, LLC applied for an amendment to the Rivers Edge Planned Unit Development (PUD) to rezone the property legally described in Exhibit A to the Rivers Edge PUD and to reduce side yard setbacks for villa lots in the 7th Addition of the Rivers Edge subdivision; and

WHEREAS, the Rivers Edge PUD was approved on June 4, 2018 by Ordinance 240; and

WHEREAS, the Rivers Edge PUD is included as Exhibit B; and

WHEREAS, the applicant is proposing to rezone the property described in Exhibit A to the existing Rivers Edge PUD; and

WHEREAS, the site to be rezoned was included in the conceptual development plans for the Rivers Edge subdivision; and

WHEREAS, the setback amendment is requested in order to allow for the development of the villa lots within the Rivers Edge subdivision, which was planned as a development containing a variety of housing types following guidance from the City’s Comprehensive Plan; and

WHEREAS, on July 17, 2024, after published and mailed notice in accordance with Minnesota Statutes and the City Code, the Planning Commission held a public hearing, at which time all persons desiring to be heard concerning this application were given the opportunity to speak thereon; and

WHEREAS, on August 5, 2024, the Planning Commission unanimously recommended approval of the requested rezoning; and

WHEREAS, on August 5, 2024, the City Council considered the proposed project as it might affect public health, safety, or welfare and found that the project will not negatively impact the public health, safety, or welfare; and

WHEREAS, on August 5, 2024, the City Council studied the practicality of the request, taking into consideration the present and future development of the property and the requirements of the Zoning and Subdivision Ordinances and other official controls, and found the amendment to be consistent with the 2040 Comprehensive Plan, the 2018 Rivers Edge concept plan and the approved preliminary plat for the Rivers Edge subdivision.

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

Section 1. The St. Francis Zoning Map is amended to zone the property described in Exhibit A to the Rivers Edge PUD.

Section 2. The following conditions apply to the property zoned Rivers Edge PUD:

1. The following are permitted uses:
 - a. Single-family dwellings
 - b. Villa dwellings

2. Lot and site dimensions shall be established as follows:

Rivers Edge PUD Requirements				
Requirement	Single-Family Lots	Villa Lots (2nd Addition)	Villa Lots (7th Addition)	Lots within Rum River Management Overlay District
Lot Area	9,450 SF	6,100 SF	6,100 SF	20,000 SF riparian 12,150 SF non-riparian
Lot Width	70 ft.	50 ft.	50 ft.	90 ft.
Width at setback from river	N/A	N/A	N/A	90 ft.
Front setback	25 ft.	25 ft.	25 ft.	35 ft.
Side setback	7.5 ft.	7.5 ft.	6 ft.	7.5 ft.
Corner side setback	20 ft.	20 ft.	20 ft.	20 ft.
Rear setback	30 ft.	25 ft.	25 ft.	30 ft.
Wetland setback	30 ft.	30 ft.	30 ft.	30 ft.
OHW setback	N/A	N/A	N/A	75 ft.

3. All general zoning standards in the St. Francis City Code, to the extent not inconsistent with the terms of this ordinance, shall apply.

Section 3. This ordinance shall become effective after publication.

Approved and adopted by the City Council this 5th day of August, 2024.

SEAL

CITY OF ST. FRANCIS

By: _____
Joseph Muehlbauer, Mayor

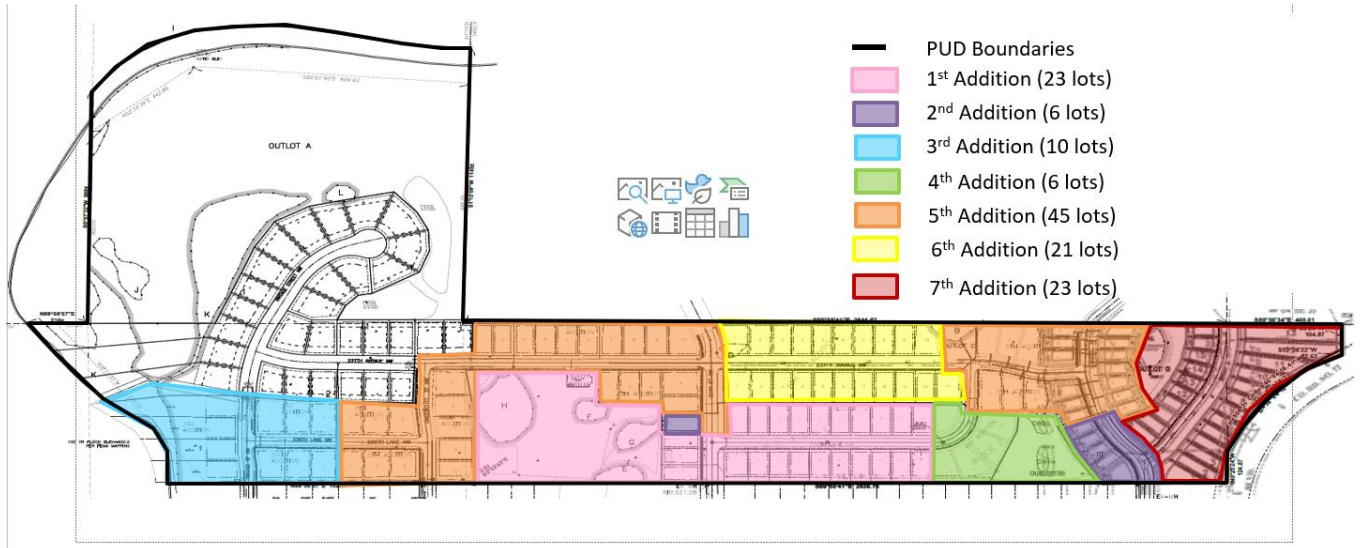
Attest: _____
Jennifer Wida, City Clerk

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

Exhibit A

That part of the West 400 feet of the Northwest Quarter of the Northwest Quarter of Section 33, Township 34, Range 24, Anoka County, Minnesota, lying northwesterly of the right-of-way of County Road No. 72 (Rum River Blvd.)

Exhibit B



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

RESOLUTION 2024-28

**A RESOLUTION VACATING THE DRAINAGE AND UTILITY EASEMENT OVER
OUTLOT D 2ND ADDITION OF THE RIVERS EDGE SUBDIVISION**

WHEREAS, the applicant, Dale Willenbring on behalf of Tamarack Land Development LLC, has requested the vacation of the drainage and utility easement over Outlot D of the 2nd Addition of the Rivers Edge development as described in Exhibit A; and

WHEREAS, the drainage and utility easement vacation was requested in order to allow the development of the 7th Addition of Rivers Edge; and

WHEREAS, the 7th Addition of the Rivers Edge development establishes new drainage and utility easements where necessary;

WHEREAS, on August 5, 2024, after published and mailed notice in accordance with Minnesota Statutes and the City Code, the City Council held a public hearing, at which time all persons desiring to be heard concerning this application were given the opportunity to speak thereon; and

WHEREAS, the City Council of the City of St. Francis on August 5, 2024, considered the requested drainage and utility easement vacation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Francis hereby approves the vacation of the drainage and utility easement over Outlot D of the 2nd Addition of the Rivers Edge subdivision.

Approved and adopted by the City Council of the City of St. Francis on the 5th day of August, 2024.

Joseph Muehlbauer, Mayor

Attest: Jennifer Wida, City Clerk

Dated

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

Exhibit A

All those drainage and utility easements lying without Outlot D, Rivers Edge 2nd Addition, according to the recorded plat thereof, Anoka County, Minnesota.

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

RESOLUTION 2024-29

**A RESOLUTION APPROVING THE FINAL PLAT AND PLANS FOR THE 7TH
ADDITION OF THE RIVERS EDGE SUBDIVISION**

WHEREAS, the applicant, Dale Willenbring on behalf of Tamarack Land Development LLC, has requested final plat approval for the 7th Addition of the Rivers Edge subdivision; and

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

WHEREAS, the PUD Development Plan and preliminary plat were approved by the City Council on April 2, 2018; and

WHEREAS, the final plat and final plans are in substantial conformance with the approved PUD Development Plan and preliminary plat; and

WHEREAS, the City Council of the City of St. Francis on August 5, 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 7th Addition of the Rivers Edge subdivision based on the following findings of fact:

1. The proposed final plat is consistent with the Comprehensive Plan and conforms to the City subdivision code with conditions.
2. The proposed plans for the 7th Addition are in substantial conformance with the approved PUD Development stage plan and preliminary plat with conditions.

BE IT FURTHER RESOLVED that the approval of the final plat and plans for the 7th Addition of Rivers Edge shall be subject to the following conditions:

1. Build out of the Rivers Edge PUD shall be in accordance with all applicable conditions of the PUD Development Plan approval.
2. All conditions listed in the Engineer’s Memo dated July 30, 2024 shall be satisfied.
3. A final landscaping plan shall be provided and shall include two trees on each lot. The types of trees planted shall be consistent with the trees utilized in previous Additions and consistent with Code 10-73-04.
4. New drainage and utility easements meeting Code requirements are established by the approved final plat.
5. Applicant shall execute and submit a Development Agreement with terms acceptable to the City Attorney.

6. All necessary permits as may be applicable must be provided to the City before activity begins and/or before building permits are issued for individual lots.
7. The applicant shall be responsible for all costs associated with the final plat application.
8. All fees and financial obligations shall be received by the City prior to the releasing of the final plat for recording.
9. 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 5th day of August, 2024.

Joseph Muehlbauer, Mayor

Attest: Jennifer Wida, City Clerk

Dated

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

Exhibit A

Outlot D, RIVERS EDGE 2ND ADDITION, Anoka County, Minnesota, according to the record plat thereof.

AND

That part of the West 400 feet of the Northwest Quarter of the Northwest Quarter of Section 33, Township 34, Range 24, Anoka County, Minnesota, lying northwesterly of the right-of-way of County Road No. 72 (Rum River Blvd.)



**ENGINEERING REVIEW
for City of St. Francis
by
Hakanson Anderson**

Submitted to: City of St. Francis

**cc: Kate Thunstrom, City Administrator
Paul Carpenter, Public Works Director
Jessica Rieland, Community Development Director
Beth Richmond, City Planner
Craig Jochum, City Engineer
Marty Campion, Campion Engineering Services
Dale Willenbring, Developer**

Reviewed by: Shane Nelson, Assistant City Engineer

Date: July 30, 2024

Proposed Project: Rivers Edge 7th Addition

Street Location: Marigold Street NW, north of 235th Ln NW

Applicant: Rivers Edge Land Development LLC

Owners of Record: St. Francis Land Development LLC

**Jurisdictional Agencies: City of St. Francis, MPCA, Anoka County
(but not limited to)**

**Permits Required: City Approval, NPDES Construction Permit, Sanitary
(but not limited to) Sewer Extension Permit, MDH Water Extension**

INFORMATION AVAILABLE

Rivers Edge 7th Addition Construction Plans, dated 4/30/2024, prepared by Campion Engineering Services, Inc.

Rivers Edge 7th Addition Final Plat, received 7/11/2024, prepared by Westwood Professional Services, Inc.

STREETS

- 1. The proposed development will receive its access via local City streets, Rum River Blvd NW and 235th Ave NW, and will connect to Marigold St NW.
- 2. Please relabel “XX Street NW” as “Lily Street NW” (all sheets).
- 3. Please label the proposed locations of the street signs on the plans.

SEWER AND WATER UTILITIES

- 1. The sanitary sewer is proposed to be extended from Marigold St NW to the northeast to serve the new lots proposed with this development. The design of the sanitary sewer is acceptable to City staff.
- 2. The watermain is proposed to be extended from Marigold St NW along the length of the proposed new street. The design of the watermain is acceptable to City staff.
- 3. Tracer wire shall be installed in accordance with Minnesota Rural Water Specifications.

STORMWATER

- 1. Stormwater management for this phase was constructed with a previous phase.
- 2. Storm sewer sizing calculations shall be provided for review.

WETLANDS

- 1. Wetland buffer signs are required for the existing wetland located in Oultot A. Please indicate the locations of Wetland Buffer signs on Construction Plans.

OTHER

1. If this project disturbs more than 1 acre of land or is part of a common plan of development that disturbs more than 1 acre of land, the applicant is advised that a NPDES CSW Permit shall be obtained from the MPCA.
2. Please submit specifications.
3. The city adopted revised standard plates in 2023, please replace the standard plates with the revised versions.
4. There is an existing culvert and approach depicted on Sheet 2 at Rum River Blvd that remains. Please call for the removal of the existing culvert and driveway approach on the final Construction Plans.
5. A portion of this property was originally platted as Outlot D, Rivers Edge 2nd Addition and the final plat dedicated drainage and utility easement over all of Outlot D. The applicant shall confirm that the drainage and utility easement has been vacated in the location of the proposed lots prior to recording the final plat for Rivers Edge 7th Addition.

SUMMARY AND/OR RECOMMENDATION

We recommend approval of the Final Plat subject to the comments herein.

RIVERS EDGE 7TH ADDITION

CITY OF ST. FRANCIS
COUNTY OF ANOKA
SEC. 32 & 33, T. 34, R. 24

KNOW ALL PERSONS BY THESE PRESENTS: That St. Francis Land Development, LLC, a Minnesota limited liability company, owner of the following described property:

Outlot D, RIVERS EDGE 2ND ADDITION, Anoka County, Minnesota, according to the record plat thereof.

AND

That part of the West 400 feet of the Northwest Quarter of the Northwest Quarter of Section 33, Township 34, Range 24, Anoka County, Minnesota, lying northwesterly of the right-of-way of County Road No. 72 (Rum River Blvd.)

Has caused the same to be surveyed and platted as **RIVERS EDGE 7TH ADDITION** and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said St. Francis Land Development, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

St. Francis Land Development, LLC

By _____
Its _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____ by _____, its _____ of St. Francis Land Development, LLC, a Minnesota limited liability company, on behalf of the company.

(Signature) _____ (Name Printed)
Notary Public, _____ County, _____
My Commission Expires _____

I, Chris Amboum, 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 505.01, Subd. 3, 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____.

Chris Amboum, Licensed Land Surveyor
Minnesota License No. 43055

STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument was acknowledged before me this _____ day of _____, 20____ by Chris Amboum.

(Signature) _____ (Name Printed)
Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL, CITY OF ST. FRANCIS, MINNESOTA

This plat of **RIVERS EDGE 7TH ADDITION** was approved and accepted by the City Council of the City of St. Francis, Minnesota at a regular meeting thereof held this _____ 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

Mayor _____ 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____.

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 hereinbefore 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

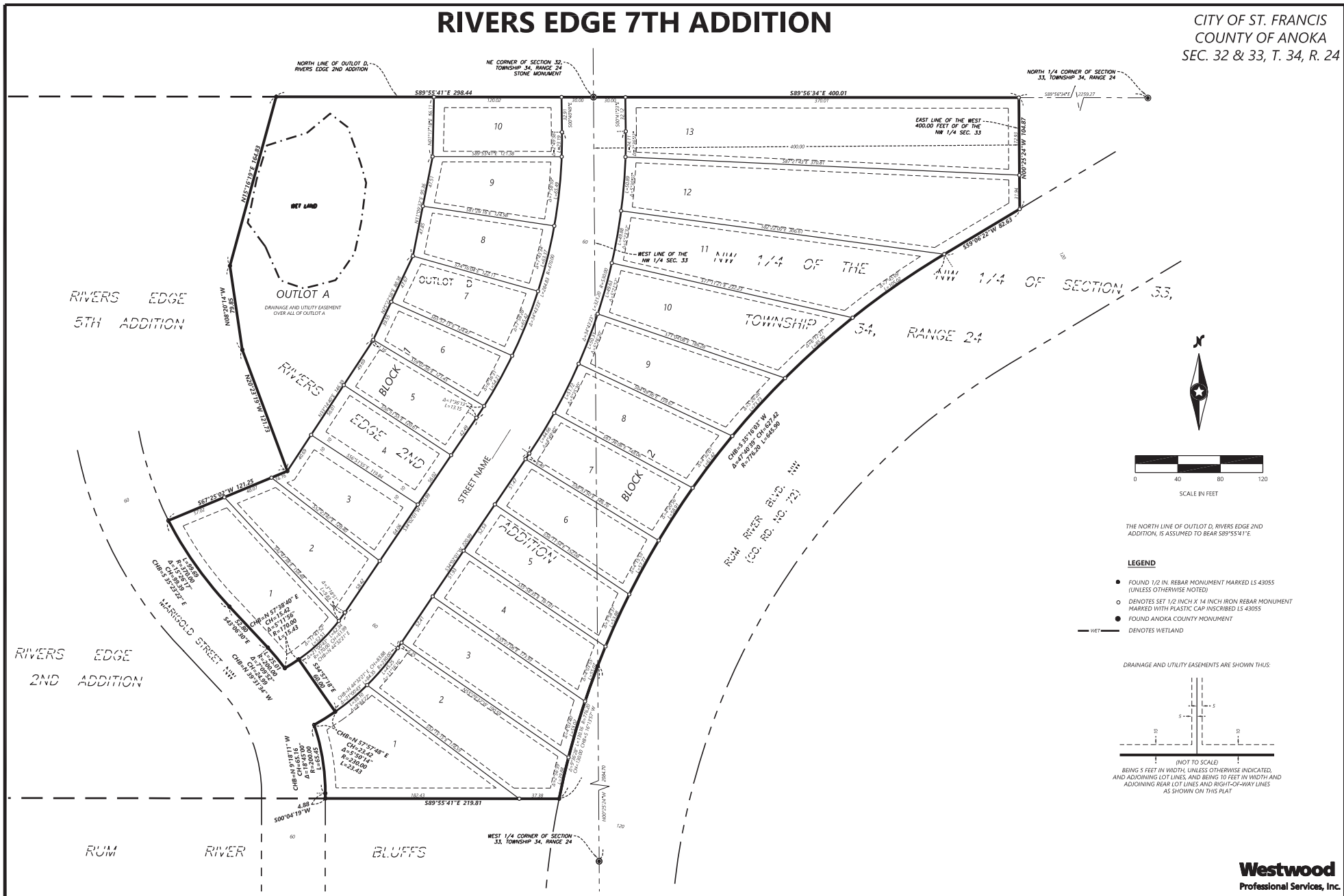
COUNTY RECORDER/REGISTRAR OF TITLES
County of Anoka, State of Minnesota

I hereby certify that this plat of **RIVERS EDGE 7TH ADDITION** 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
By _____, Deputy

CITY OF ST. FRANCIS
 COUNTY OF ANOKA
 SEC. 32 & 33, T. 34, R. 24

RIVERS EDGE 7TH ADDITION



LEGEND

- FOUND 1/2 IN. REBAR MONUMENT MARKED LS 43055 (UNLESS OTHERWISE NOTED)
- DENOTES SET 1/2 INCH X 14 INCH IRON REBAR MONUMENT MARKED WITH PLASTIC CAP INSCRIBED LS 43055
- FOUND ANOKA COUNTY MONUMENT
- WET DENOTES WETLAND

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

(NOT TO SCALE)
 BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AND BEING 10 FEET IN WIDTH AND ADJOINING REAR LOT LINES AND RIGHT-OF-WAY LINES AS SHOWN ON THIS PLAT.

**DEVELOPMENT AGREEMENT
RIVERS EDGE 7th ADDITION**

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 St. Francis Land Development, LLC, a Minnesota Limited Liability Company ("Developer").

WITNESSETH:

WHEREAS, the City approved the final plat and final plan PUD of RIVERS EDGE 7TH ADDITION on August 5, 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 23 lots in the seventh addition, (21 lots in the sixth addition, 45 lots in the fifth addition, 5 lots in the fourth addition, 10 lots in the third addition, 6 lots in second addition, 23 lots were approved in the first addition) of an expected one hundred sixty-two (162) Single Family Residential lots; and

WHEREAS, the proposed plat contemplates the dedication of certain streets and roads to be constructed 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 a sanitary sewer, water service and drainage facilities 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 that the water, and sewer and drainage facilities constructed upon the Property meet the City's quality standards; and

WHEREAS, pursuant to negotiations between the City and a prior owner of the Property, the prior owner requested and the city agreed to and the City constructed a water main and sanitary sewer in, under and across the Property and deferred the connection fee against the Property for said water and sanitary sewer until development of the Property. The value of the water main and sanitary sewer improvements to the Property is \$389,040.43; and

WHEREAS, the Developer will pay a portion of the \$389,040.43 as part of the approvals for this part of the Property; and

WHEREAS, the Developer desires that after it completes the construction, the City will accept and maintain said streets, roads, sidewalk, trails, water and sewer and drainage facilities that serve said plat; and

WHEREAS, the City requires certain security hereunder to guaranty the proper construction of said streets and road, trails, water and sewer, and drainage facilities 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 streets, roads, sidewalk, trails, water and sewer and drainage facilities to adequately serve the plat of RIVERS EDGE 7th ADDITION 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 RIVERS EDGE 7th ADDITION and the plans and specifications for the installation of public and private improvements within the plat of RIVERS EDGE 7th ADDITION (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 and the installation of public improvements on the condition that the Developer complies with all conditions outlined in the August 5, 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 utility plans, 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 sewer extension permits, 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 telephone, electric and gas utility lines are to be placed underground in accordance with applicable City ordinances; driveways should be located so as to preserve as many trees as possible; addresses for each individual home shall be posted at each driveway entrance; street signs shall be required at all

intersections at Developer’s expense; the Developer shall comply with the Agreement and Waiver Regarding Pre-Approval Grading of Plat known as Rivers Edge; all 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 sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this Contract has been fully executed by both parties and filed with the City Clerk; 2) the Developer has submitted a title insurance policy to the City establishing that good and marketable title to the Property is in the name of the Developer; 3) 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. **Phased Development.** The Developer will submit a phasing plan, if any, to the City for review and a determination by the City as to whether the phasing plan will be approved. In the event that the phased development plan is not acceptable to the City, the Developer shall comply with City instructions and resubmit the phasing plan for City review and a determination by the City as to whether the phasing plan will be approved. The City may refuse to approve final plats of subsequent Phases if the Developer has breached this Agreement and the breach has not been remedied.

5. **Development Plans.** The Developer intends to develop the Rivers Edge Planned Unit Development in two or more phases. The City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach has not been remedied. 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 Plan
House Pad Locations and Elevations

Plan C: Gravity sanitary sewer service, water service and drainage facilities
Plan

Plan D: Soil Erosion Control Plan and Schedule

6. **Improvements.** The Developer shall install and pay for the following public and 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. Bituminous Streets
- C. Street Signs
- D. Street Lights
- E. Setting of Lot and Block Monuments
- F. Surveying and Staking
- G. Storm Sewer System, including all necessary culverts, catch basins, ponds, inlets and other appurtenances
- H. Water System*
- I. Sanitary Sewer System*
- J. Concrete Curb and Gutter
- K. Concrete Sidewalk
- L. Underground Utilities
- M. Landscaping
- N. Connection to municipal water and sewer facilities, sewage disposal constructed in accordance with the laws of the State of Minnesota, the regulations of the State Health Department and the City code provisions and the requirements of the City and the Minnesota Pollution Control Agency

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), Minnesota Department of Health, Anoka County Highway Department and other agencies before proceeding with construction. The City, at the Developer's expense as set out in Section 22, shall have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer's Engineer shall schedule a preconstruction meeting at a mutually agreeable time at the City offices with all parties concerned, including the City staff, to review the program for the construction work. A complete set of reproducible "As Built" utility and 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. A complete set of "As Built" grading plans shall be prepared by the Developer's Engineer. The cost of preparing these plans shall be paid for by the Developer.

* The City has constructed the water and sanitary sewer within the Property. The Developer has benefitted from the water and sanitary sewer improvements constructed by the City on the Property. The prior City Engineer has calculated the benefit received by the Developer for these water and sanitary sewer improvements at \$389,040.43. Based on same, the City shall require that the Developer pay a connection charge of \$389,040.43, and Developer agrees to pay this amount. The connection charge shall be paid in accordance with the formula as listed in Section 8 of this Agreement.

The Developer also agrees to design all streets and roadways to meet thirty (30) miles per hour design standards and acknowledges and agrees that a minimum of a three hundred (300) foot radius

or approved super elevated curve is required to meet this standard. The Developer will submit thickness design calculations to verify that the proposed pavement thickness is acceptable to the City. The Developer shall obtain all necessary approvals from Anoka County for construction traffic off of County Road 72.

The Developer will also submit a signage plan for review and determination of sufficiency by the City.

The Developer will submit a lighting plan for review and determination of sufficiency by the City.

7. **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 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:

Sanitary Sewer	\$ 78,000.00
Water Main	\$ 72,000.00
Storm Sewer	\$ 29,300
Streets	\$ 102,000.00
Erosion Control	\$ 4,600.00
CONSTRUCTION TOTAL	\$ 285,900.00
100% of Construction Total	\$ 285,900.00

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 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 public 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

commencing 30 days after the permit for the Sanitary Sewer is issued. 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 public improvements. Ten percent (10%) 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, the required “as constructed” plans have been received by the City, a warranty security is provided, and the public improvements are accepted by the City Council. Reductions in the security will be based on the actual work completed based on the bids submitted to the City.

8. Payment of Connection Charges. The Developer and City acknowledge the \$389,040.43 in water and sewer connection charges will be paid off as each individual lot on the Property is platted, less the credits for trunk oversizing.

The Developer shall pay a pro-rata portion of the remaining connection charges concurrent with the execution of this Agreement. The total portion of the water and sewer connection charges paid under this Agreement shall be \$38,932.42.

Summary of Connection Charges

Sewer and Water Connection Charges	\$389,040.43
Charges Paid to Date (Rivers Edge Addition)	\$ 40,672.41
Trunk Sanitary Sewer and Watermain Credit	\$ 66,807.00
Rivers Edge 2 nd Addition Charges	\$ 10,608.00
Rivers Edge 2 nd Addition Credit	\$ 7,365.58
Rivers Edge 3 rd Addition Charges	\$ 17,680.00
Rivers Edge 4 th Addition Charges	\$ 8,840.00
Rivers Edge 5 th Addition Trunk Credit	\$ 81,447.02
Rivers Edge 5 th Addition Charges	\$ 79,560.00
Rivers Edge 6 th Addition Charges	\$ 37,128.00
Rivers Edge 7 th Addition Charges	\$ 38,932.42
Outstanding Connection Charges	\$0

The remaining amount of the connection charges to be paid from the Developer to the City shall be collected with future phases of the development less any credits for trunk oversizing constructed in future phases of the development.

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 22 Escrow (Engineering, City Administration, Legal Expenses)	\$25,000.00
plus charges already on record and incurred by the City	
Park Dedication (\$948 x 23)	\$21,804.00
Connection Charge	\$38,932.42

TOTAL CASH REQUIREMENTS \$85,736.42
Plus charges already on record and incurred by the City

The City will utilize the Section 22 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 7, 8, 9, 17, 18, 19 and 22 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 but not limited to sewer access charges (“SAC”), City water access charges (“WAC”), and 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 (referred to in Section 7) 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 public improvements except the final wear course in accordance with the approved Plans for the 7th Addition by October 31, 2024. The final wear course on streets shall be installed between August 15 and September 15, the first summer after the base layer of asphalt has been in place for one freeze thaw cycle. 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. Final wear course placement must have the written approval of the City Engineer and shall be completed by September 15th, 2025, unless an extension is granted. The final wear course may be delayed or scheduled at any time of the year based upon existing site conditions at the discretion of the City Engineer. 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. **Ownership of Improvements.** The acceptance by the City of the work and construction required by this Agreement and the improvements lying within public easements shall operate to transfer such property to the City without further notice or action this transfer shall be effective at the time of acceptance even if such improvements were accepted before the entry into this Agreement.

16. **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.

17. **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 be providing both land and cash to satisfy its park dedication requirement for the first phase (Rivers Edge). Developer shall dedicate 0% of the required 10% park dedication requirement by providing land for a park; the Developer agrees to dedicate 0 acres of land in the sixth addition and pay \$948/unit for each lot in the 7th addition. Specifically, for this seventh addition, in addition to the dedication of 0 acres as park, Developer shall pay \$948 x 23 lots or \$21,804. Developer shall also be required to satisfy its park dedication requirement for all subsequent phases of this development at the time it plats that property. The Developer shall pay all park dedication fees in advance of filing of the plat. The Developer will also install a five (5) foot sidewalk on at least one side of every street in RIVERS EDGE 7th ADDITION as approved by the City Engineer. The sidewalk does not satisfy any portion of the park dedication requirement.

18. **Landscaping.** The Developer or Builder shall plant two trees on every lot in the plat. The tree shall be selected from among the following species: The Developer or 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.

- Maples (including Norway, Green Mountain, and varieties "Schwedler and Sugar")
- Linden, Littleleaf (and varieties "Greenspire" and "Redmond")
- Honeylocust (and varieties "Imperial", "Skyline" and "Sunburst")
- Hackberry
- Oak (including Burr and Swamp White)

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.

A plan showing the location and proposed style of mailboxes to be used in the plat shall be submitted to the City for approval. Individual mailboxes on each lot will not be acceptable. Groupings of mailboxes will be required. The Developer should review mailbox placement with the U.S. Postal Service for its comments regarding same.

19. **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 ten (10%) of final certified construction costs to secure the warranties once the wear course has been installed. The City shall retain ten percent (10%) of the security previously delivered by the Developer (the letter of credit provided pursuant to Section 7 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.

20. **Construction of Model Homes.** The Developer shall be permitted to construct one (1) model home on the Property. Developer may commence construction of this model home only after the requirements of paragraph 3 above has been complied with and the streets have been completed except for the asphalt (a gravel street is in place). The Certificate of Occupancy for the model home will not be issued by the City until the Developer has completed the installation of the first lift of asphalt on the streets within this first phase of the Property and all other improvements are complete and accepted by the City.

21. **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.

22. **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 \$25,000.00 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 of proposed public utilities and street construction 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.

23. **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. 3rd 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 City will not issue any building permits prior to the first lift of bituminous base pavement on the streets, concrete sidewalk, bituminous trail, and underground utility installation; except the City will allow up to one (1) building permit to be issued for model homes after installation of utilities (including testing and a determination that the utilities are operational), but before pavement of the streets with bituminous surface.

If building permits are issued for a model home prior to the completion and acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its Contractors, subcontractors, materialmen, employees, agents, or third parties. The Developer will be responsible for maintenance of the streets, including but not limited to winter plowing, until they are paved.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. The Developer shall clean and televise all sanitary mains and manholes along with all storm mains and storm water structures prior to acceptance by the City. The Developer shall provide electronic files of videos and logs of PACP certified inspections of sanitary and storm water infrastructure.

N. 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 18 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 18

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:

St. Francis Land Development, LLC

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

25. **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.

26. **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

IN WITNESS WHEREOF, the parties have signed this Development Agreement on the day and year above written.

CITY:

CITY OF ST. FRANCIS

By: _____
Joseph Muehlbauer
Its: Mayor

By: _____
Jennifer Wida
Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by Joseph Muehlbauer and Jennifer Wida, the Mayor and City Clerk, respectively, of the City of St. Francis, a municipal corporation under the laws of Minnesota, on behalf of the corporation and pursuant to the authority of the City Council.

Notary Public

1907233v7

DEVELOPER:

ST. FRANCIS LAND DEVELOPMENT, LLC

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument has been acknowledged before me this ____ day of _____, 2024, by Dale Willenbring, the President of St. Francis Land Development LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

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

2004976_1

**EXHIBIT A
LEGAL DESCRIPTION**

Outlot D, Rivers Edge 2nd Addition, Anoka County, Minnesota

AND

That part of the West 400 feet of the Northwest Quarter of the Northwest Quarter of Section 33, Township 34, Range 24, Anoka County, Minnesota lying northwesterly of the right-of-way of County Road No. 72 (Rum River Blvd.)

EXHIBIT B
DEVELOPMENT PLANS WITHIN PLAT OF
RIVERS EDGE 7th ADDITION

To be added.



PLANNING COMMISSION AGENDA REPORT

TO: St. Francis Planning Commission
FROM: Beth Richmond and Brad Scheib, Planners
SUBJECT: Rivers Edge PUD Amendment
DATE: 7-10-2024 for 7-17-2024 meeting
APPLICANT: St. Francis Land Development, LLC (Dale Willenbring)
LOCATION: Land along Rum River Blvd NW north of 235th Ave NW (PID 33-34-24-22-0017)
COMP PLAN: Medium Density Residential (MDR)
ZONING: PUD

OVERVIEW:

The City has received an application to amend the Rivers Edge Planned Unit Development (PUD) to incorporate the easternmost 2.5 acres of land planned as part of the Rivers Edge development along Rum River Blvd NW into the Rivers Edge PUD and to allow for reduced side yard setbacks for villa lots. The Rivers Edge development was approved in 2018 with the ultimate development boundaries planned as shown in red below. The applicant has been working on building out the site since the original approvals were obtained. Amendments to the existing PUD have occurred periodically to incorporate additional land into the PUD and to revise dimensional requirements.



REVIEW PROCEDURE

60-Day Land Use Application Review Process

Pursuant to Minnesota State Statutes Section 15.99, local government agencies are required to approve or deny land use requests within 60 days. Within the 60-day period, an automatic extension of no more than 60 days can be obtained by providing the applicant written notice containing the reason for the extension and specifying how much additional time is needed. The deadline for the PUD amendment requests is August 25, 2024.

Public Hearing

City Code requires that a public hearing for review of the land use requests be held by the Planning Commission. The public hearing notice was published in the Anoka County Union Herald on July __, 2024 and posted on the City Hall bulletin board on July __, 2024. The public hearing notice was mailed to all affected property owners located within 350 feet of the subject property on July __, 2024.

ANALYSIS

PUD Amendment to Adjust Rivers Edge PUD Boundary

Previous additions of the Rivers Edge development have been zoned as the Rivers Edge PUD. This PUD was established by Ordinance 240 on June 4, 2018. Over the years, the PUD was amended to include additional land as Rivers Edge developed.

In 2021, the City rezoned the easternmost 2.5 acres of land along Rum River Blvd NW to PUD as part of the Citywide Zoning Code and Zoning Map update. However, this land was never officially included within the Rivers Edge PUD itself. Therefore, the requested PUD amendment is considered by Staff to be a housekeeping item to clearly denote that these 2.5 acres are within the Rivers Edge PUD and are held to all the specific requirements established for that PUD.

This request is consistent with the original concept plan and preliminary plat for the Rivers Edge development that was approved in 2018 which included these 2.5 acres as part of the Rivers Edge development.



PUD Amendment to Reduce Side Yard Setbacks

The Rivers Edge PUD was established in 2018 and includes dimensional requirements that are specific to the lots within this development. The Rivers Edge PUD requirements are listed below:

Rivers Edge PUD Requirements			
Requirement	Single-Family Lots	Villa Lots	Lots within Rum River Management Overlay District
Lot Area	9,450 SF	6,100 SF	20,000 SF riparian 12,150 SF non-riparian
Lot Width	70 ft.	50 ft.	90 ft.
Width at setback from river	N/A	N/A	90 ft.
Front setback	25 ft.	25 ft.	35 ft.
Side setback	7.5 ft.	7.5 ft. 6 ft.	7.5 ft.
Corner side setback	20 ft.	20 ft.	20 ft.
Rear setback	30 ft.	25 ft.	30 ft.
Wetland setback	30 ft.	30 ft.	30 ft.
OHW setback	N/A	N/A	75 ft.

The applicant is requesting that the City reduce its minimum side yard setback requirement for Villa lots from 7.5 feet to 6 feet. The main reason for the request is to accommodate current market demands reported by the builders in the development for a larger building pad size. The 18 western villa lots were developed several years ago as part of the 2nd Addition of Rivers Edge with 36’ wide building pads and tuck under garages. In the intervening years, the housing market has shifted and the tuck under garage model is now too expensive to build for what the market can afford. In order to keep the villa models affordable, the applicant is requesting to reduce the side yard setbacks in order to create a slightly wider building pad.

Staff is supportive of this request as this amendment would still ensure a building separation of at least 12 feet, which is required by Code for any building within a PUD. This amendment would affect the 23 remaining villa lots that are still to be final platted in the easternmost area of the development (yellow highlighted area below). No lots would be added or removed as a result of this change. All other areas of the development would continue to be developed according to current dimensional requirements.



Recommendations

Action to be Considered:

The Planning Commission is requested to hold the public hearing for the PUD amendments to adjust the Rivers Edge PUD boundary and reduce side yard setbacks for villa lots. Following the public hearing, Commissioners are requested to take action on the requests and provide a recommendation to Council.

Suggested Motion:

- 1. Move to recommend approval of the PUD amendment to:
 - a. Rezone 2.5 acres of land along Rum River Blvd NW into the Rivers Edge PUD; and
 - b. Allow reduced side yard setbacks for the villa lots within the Rivers Edge PUD with conditions and findings of fact as presented by Staff.

Findings – PUD Amendment

- 1. The proposed rezoning is consistent with the City’s 2040 Comprehensive Plan as amended and is compatible with present and future land uses of the area.
- 2. This PUD expansion is consistent with the concept plan and approved preliminary plat for the area.
- 3. The PUD provides a public benefit by adding a variety of housing to meet the diverse needs in St. Francis and expanding access to utilities to make way for future development. Reduced setbacks are needed to allow for the development of the villa lots in Rivers Edge.

Conditions – PUD Amendment

- 1. Any additional expansion of this PUD shall require a PUD amendment as specified by Code Section 10-37-05 Amendment of a PUD.

- 2. The reduced side yard setbacks shall only apply to the 23 undeveloped villa lots within the easternmost area of the Rivers Edge development.



CITY COUNCIL AGENDA REPORT

TO: St. Francis City Council
FROM: Beth Richmond, Planner
SUBJECT: 3503 Bridge Street Concept Review
DATE: August 5, 2024
APPLICANT: The Weaver Bros Co. (Jeff Weaver)
LOCATION: 3503 Bridge St NW
COMP PLAN: Commercial (south half) and High Density Residential (north half)
ZONING: B-1 Central Business

OVERVIEW

The applicant, The Weaver Bros Co., represented by Jeff Weaver, has applied for review and discussion of a concept plan for a mixed commercial and residential development on a 5.1-acre site located at 3503 Bridge St NW. This property is located adjacent to Rum River North County Park and is near the high school. The proposed concept includes three 44-unit apartment buildings along the west and north sides of the property and a 5,280 SF commercial building with drive-through facilities in the southeast portion of the site.



The purpose of the concept plan review process is to provide the applicant with an advisory review of a specific development concept before the applicant enters into binding agreements, incurs substantial expense, and/or files a formal application. This process is intended to inform the applicant of the City's regulations and the Comprehensive Plan and to identify elements of the development concept which may not be in compliance with current requirements. Ultimately, the goal is to provide feedback to the applicant who can then determine whether or not the development is worth pursuing.

As submitted, the current concept does not align with City regulations in a number of different areas, including:

1. **Land use along Bridge Street** – The 2040 Comprehensive Plan calls for commercial uses along Bridge Street and residential uses to the north, towards the county park
2. **Allowed uses in the B-1 District** – Neither drive-throughs nor apartments (without a mixed-use component) are permitted uses in the B-1 District currently
3. **City allows no more than one principal building per lot** – A development similar to the concept with multiple principal buildings would require a subdivision and the creation of a public street or the rezoning to and creation of a Planned Unit Development
4. **B-1 District standards** – These standards are used to ensure that any developments along Bridge Street are designed in a way which enhances the pedestrian-friendly, “downtown” feel of the corridor consistent with the vision and policy established within the Comprehensive Plan and subsequent St. Francis Forward plan. Standards which would need to be addressed as part of any future submittal include:
 - Minimum and maximum setbacks to bring buildings closer to Bridge Street
 - No parking between Bridge Street and the principal building
 - Buildings fronting on Bridge Street must have primary entrances facing Bridge Street
 - At least 70% of the ground floor frontage on Bridge Street shall be used for publicly-accessible, non-residential, active use purposes including but not limited to storefronts, business lobbies, and meeting areas
 - Any building façade facing Bridge Street must be at least 30% transparent, with windows installed at regular intervals

These discrepancies are described in greater detail in the attached Planning Commission memo. Understanding that there are areas of this concept which would require adjustments to the development design, flexibility from Code requirements, and/or amendments to the Code, Councilmembers should come prepared to discuss these discrepancies and to provide direction about whether or not they would entertain a development similar to the one shown in the concept. If the Council is generally supportive of the concept, feedback pertaining to the areas where flexibility from the Code would or would not be supported would be helpful.

If the applicant chooses to proceed with the project following concept plan review, there are two paths forward which may be appropriate, both of which would involve adjustments to the overall development design. One path would involve the creation of a Planned Unit Development while a second path would include amendments to the Zoning Code and the subdivision of the site. At this point in the review process, the Planned Unit Development path looks to be more appropriate for this project as any Code amendments would affect more properties than just the one in question.

PLANNING COMMISSION FEEDBACK

The Planning Commission reviewed the concept plan at their July 17 meeting and shared the following feedback with Staff and the applicant:

- Prefer that the frontage along Bridge Street remains a commercial use, with residential uses behind (to the north)
- Commissioners found that a drive through could be an acceptable use in this area. Commissioners noted that a drive-through use would require special consideration for balancing traffic and ensuring pedestrian access, safety, and connections
- Some parking between Bridge Street and a principal building may be acceptable in this area. Two rows of parking may be supported so long as tradeoffs are implemented to manage aesthetics and design such as landscaping and/or screening, and pedestrian connectivity is part of the design.

ACTION TO BE CONSIDERED

The City Council is requested to provide feedback to the applicant on the proposed concept. No motion is required. Comments shared are not binding on the City nor do they constitute official assurances or representations of the City on future recommendations or approvals. Council may wish to discuss the following topics at the meeting:

1. Is the City of supportive of reducing the amount of commercial land along Bridge Street in favor of a residential apartment?
2. Apartment buildings and drive-throughs are currently not allowed in the B-1 District. Does the City feel that these uses could be appropriate on this site and/or throughout the B-1 District as a whole?
3. Pedestrian access is an important aspect in the B-1 District. What types of internal circulation is the City looking for in this development?
4. This site is located within the B-1 District and is therefore required to meet all B-1 District design standards. Are there any standards that may not be appropriate to apply to this concept?

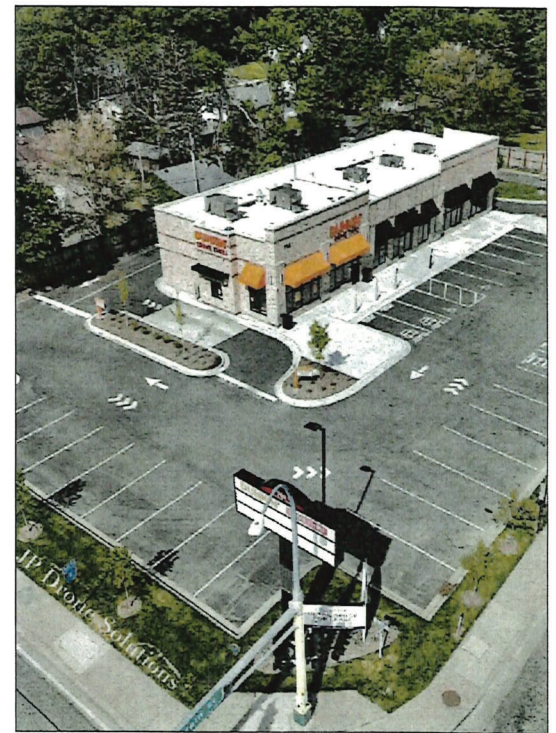
ATTACHMENTS:

- Concept Plan
- July 17, 2024 Planning Commission memo

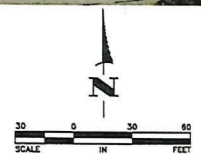


PARKING SUMMARY

COMMERCIAL	
REQUIRED PARKING STALLS (1 STALL PER 4 SEATS)	
TOTAL PROPOSED PARKING STALLS	41 STALLS
APARTMENT BUILDINGS (22 ONE BEDROOM UNITS AND 22 TWO BEDROOM UNITS PER BUILDING)	
REQUIRED PARKING STALLS (ONE BEDROOM UNIT=1.5 STALLS PER UNIT)	33 STALLS
REQUIRED PARKING STALLS (TWO BEDROOM UNIT=2.25 STALLS PER UNIT)	50 STALLS
TOTAL REQUIRED PARKING STALLS PER BUILDING	83 STALLS
TOTAL REQUIRED PARKING STALLS (ALL THREE BUILDINGS)	249 STALLS
TOTAL PROPOSED PARKING STALLS	180 STALLS *
* 132 PARKING STALLS SHALL BE ENCLOSED IN GARAGE SPACE (44 PER UNIT)	



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RUM RIVER PRESERVE	PRELIMINARY SITE PLAN	1
CITY OF ST. FRANCIS, MINNESOTA		

3395.26



PLANNING COMMISSION AGENDA REPORT

TO: St. Francis Planning Commission
FROM: Beth Richmond, Planner
SUBJECT: Hiller Property Concept Review
DATE: 7-10-2024 for 7-17-2024 meeting
APPLICANT: The Weaver Bros Co. (Jeff Weaver)
LOCATION: 3503 Bridge St NW
COMP PLAN: Commercial (south half) and High Density Residential (north half)
ZONING: B-1 Central Business

OVERVIEW

The applicant, The Weaver Bros Co., represented by Jeff Weaver, has applied for review and discussion of a concept plan for a mixed commercial and residential development on a 5.1-acre site located at 3503 Bridge St NW. This property is located adjacent to Rum River North County Park and is near the high school. The proposed concept includes three 44-unit apartment buildings along the west and north sides of the property and a 5,280 SF commercial building with drive-through facilities in the southeast portion of the site.



The purpose of a concept plan is to provide the applicant with an advisory review of a specific development concept before the applicant enters into binding agreements, incurs substantial expense, or files a formal application. This process is intended to inform the applicant of the City's regulations and the Comprehensive Plan and to identify elements of the development concept which may not be in compliance with current requirements. Staff, the Planning Commission, and City Council will review the concept and identify areas for discussion. Ultimately, the goal is to provide feedback to the applicant who can then determine whether or not the development is worth pursuing.

ACTION TO BE CONSIDERED

The Planning Commission is requested to provide feedback to the applicant on the proposed concept. No motion is required. Comments shared are not binding on the City nor do they constitute official assurances or representations of the City on future recommendations or approvals. The City Council will also review the concept and provide feedback.

As submitted, the current concept does not align with City regulations in a number of different areas. These are described in greater detail in the Analysis section below. Understanding that there are areas of this concept which would require amendments to the Code and/or flexibility from Code requirements, Commissioners should come prepared to discuss these discrepancies and to provide direction about whether or not they would entertain a development similar to the one shown in the concept.

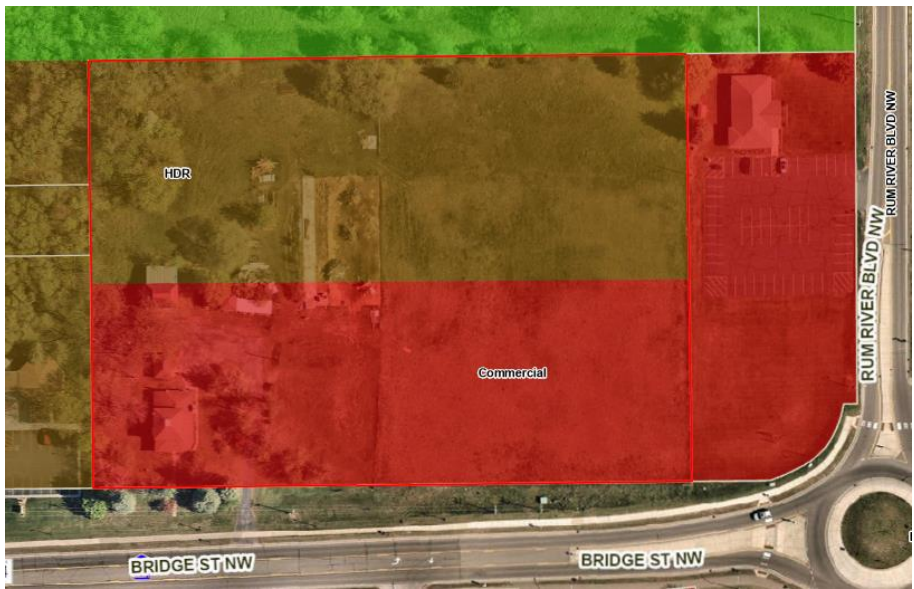
If the applicant chooses to proceed with the project following concept plan review, there are two paths forward which may be appropriate. One would include amendments to the Zoning Code and the subdivision of the site while the other would involve the creation of a Planned Unit Development.

ANALYSIS

Land Use

This property is guided for two separate land uses in the Comprehensive Plan. The north half of the site is guided for high density residential use (12-60 units per net acre) while the south half along Bridge Street is guided for commercial use. A residential apartment is proposed on the southwest quarter of the site, which would reduce the amount of commercial land in this area by roughly half.

The proposed concept is generally consistent with the Comprehensive Plan. A goal of the Comprehensive Plan is to "maintain a healthy balance between residential, commercial, business park/office, and park/open space land uses" within the City. Opportunities for development and redevelopment along Bridge Street were explored in the 2017 St. Francis Forward Plan. In that plan, this site is identified for housing infill development as a strategy to bring more people into downtown to support businesses and create a livable atmosphere. Commissioners should discuss if a residential building along Bridge Street is appropriate in this area.



The site is currently zoned B-1 Central Business. This district is intended to provide for the establishment of a mix of uses along the Bridge Street corridor, with consideration for pedestrian and bicycle access. The concept shows three apartment buildings and one commercial building with drive-through facilities on the site. The B-1 District only allows apartment buildings if they include a vertical mix of uses such as ground floor commercial. The B-1 District also prohibits drive-throughs. The intent of that prohibition is to ensure a stronger and safer pedestrian environment. The Planning Commission should discuss whether or not these uses would be appropriate on this site and/or throughout the B-1 District as a whole. This would suggest considering a code amendment.

City Code 10-41-03 allows no more than one principal building on a single lot, except in the case of a Planned Unit Development (PUD). As the concept proposes four principal buildings, Staff would expect to see this site subdivided into four individual lots as part of the development review process or included as part of a PUD. Note that all lots must be designed so that each has frontage and direct access onto a public street. This would imply that the proposed street access would be public and meet city street standards if the property were to be subdivided.

The applicant may wish to pursue a zoning map amendment to rezone the northern half of the site to the R-3 High Density Residential District. This rezoning would be consistent with the Comprehensive Plan’s guidance and would allow apartment buildings as a permitted use. Lots rezoned to the R-3 District would be required to meet the dimensional standards of the district, including but not limited to, lot area, lot width, and setbacks.

B-1 District Standards

The B-1 District includes specific design requirements which were created to encourage a pedestrian-friendly, “downtown” feel along the Bridge Street corridor. These design requirements represent the minimum standards needed to enhance the design of the district as established in the 2019 Bridge Street Design Guidelines. The following design requirements are identified on the attached concept plan and would need to be addressed in subsequent plans for the development of this site:

- Buildings must be pulled close to Bridge Street and meet all minimum and maximum setbacks
- Parking lots prohibited between Bridge Street and the front of any principal building
- At least 70% of the ground floor frontage on Bridge Street shall be used for publicly-accessible, non-residential, active use purposes including but not limited to storefronts, business lobbies, and meeting areas
- Primary entrances for properties along Bridge Street must orient toward Bridge Street
- All street-facing buildings walls must be at least 30% transparent
- Windows must be installed at regular intervals along the length of the building

Access

The property is located along Bridge St NW and has one existing access point. The applicant is proposing to utilize the existing access point to serve the property. This choice is supported by Staff as it reuses an existing access and is located further away from the roundabout to the east. Since Bridge St NW is a county road, Anoka County would have the ultimate decision on the placement of this access point.

Discussion Items

Staff will review the following items at the meeting for discussion purposes. These questions are marked with purpose boxes and comments on the attached concept map to show how each would apply to the concept.

1. Is the City of supportive of reducing the amount of commercial land along Bridge Street in favor of a residential apartment?
2. Apartment buildings and drive-throughs are currently not allowed in the B-1 District. Does the City feel that these uses could be appropriate on this site and/or throughout the B-1 District as a whole?
3. Pedestrian access is an important aspect in the B-1 District. What types of internal circulation is the City looking for in this development?
4. This site is located within the B-1 District and is therefore required to meet all B-1 District design standards. Are there any standards that may not be appropriate to apply to this concept?

Attachment:

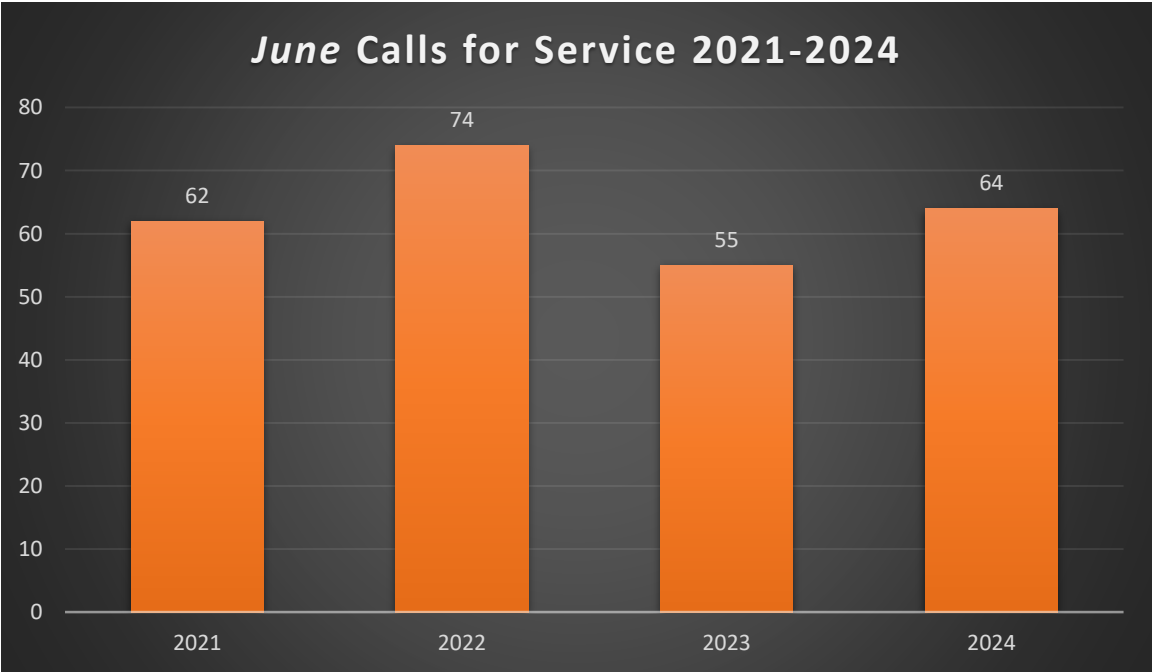
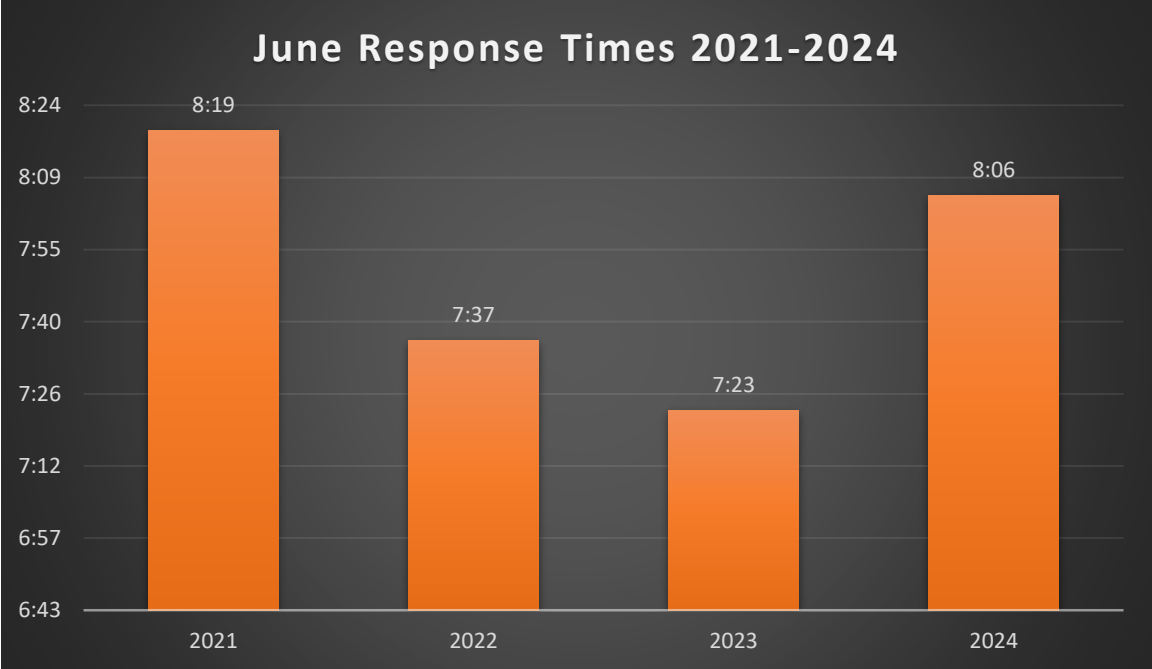
- Concept Plan – clean
- Concept Plan – marked up version

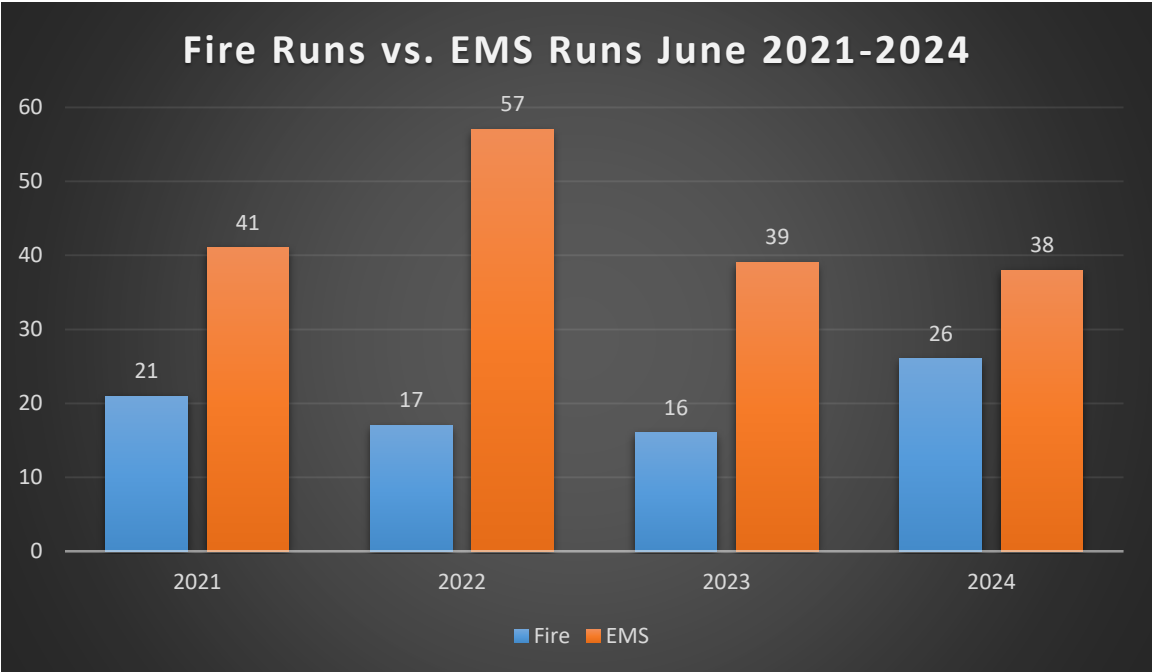
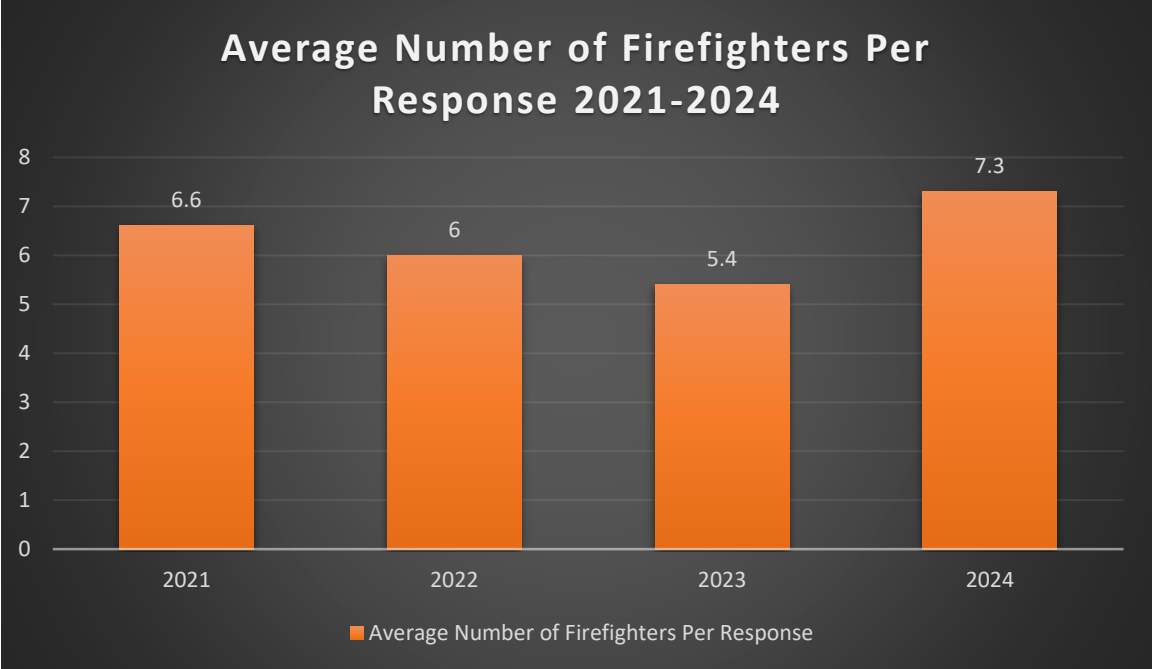
MONTHLY COMPARISON REPORT 2021-2024

Month of June

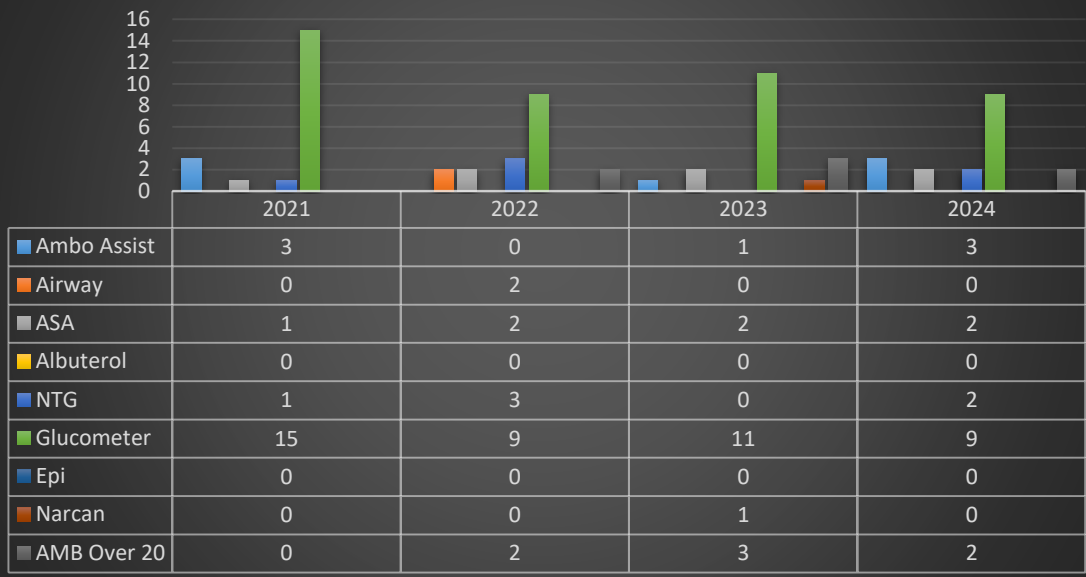


ST. FRANCIS
FIRE & RESCUE

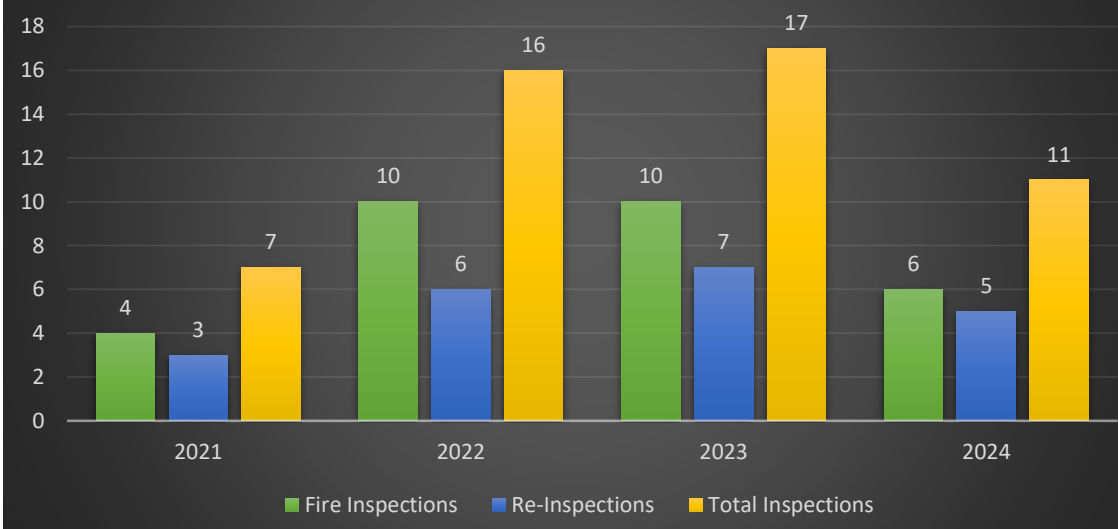




Variance Usage June 2021-2024



Fire Inspections June 2021-2024



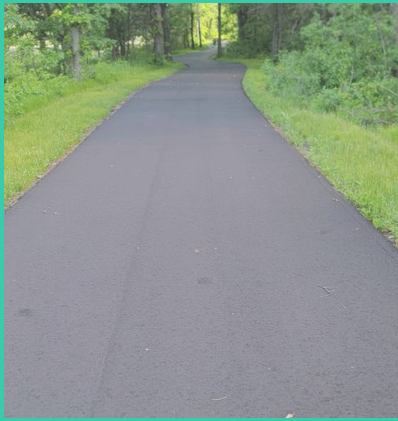
Public Works Quarterly Report - 2024



2nd Quarterly Report - 2024



Family Fun Night at St. Francis Elementary School



Repaving of a portion of Dellwood Trail from the Riverbank Restoration Project



62

Events in the Parks



30

Ball Games



302 Hrs

Building Maintenance



147 Hrs

Equipment Repair



173 Hrs

Equipment Maintenance



79.75

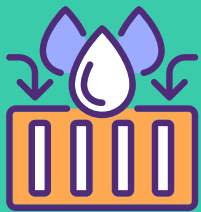
Miles of Road Graded



1282

Tons of Gravel

226



Stormwater -

- 20 New Construction Residential Inspections
- 17 CHFS Commercial Inspections
- Staff has been utilizing the RTK to identify stormwater catch basins for future maintenance.



After a one of the driest winters on record we seemed to make up for it this spring and early summer totaling 15.88 inches of rain. Staff focused a lot of their time mowing a total of 809 acres of grass and 194 miles of trails.

Recycling

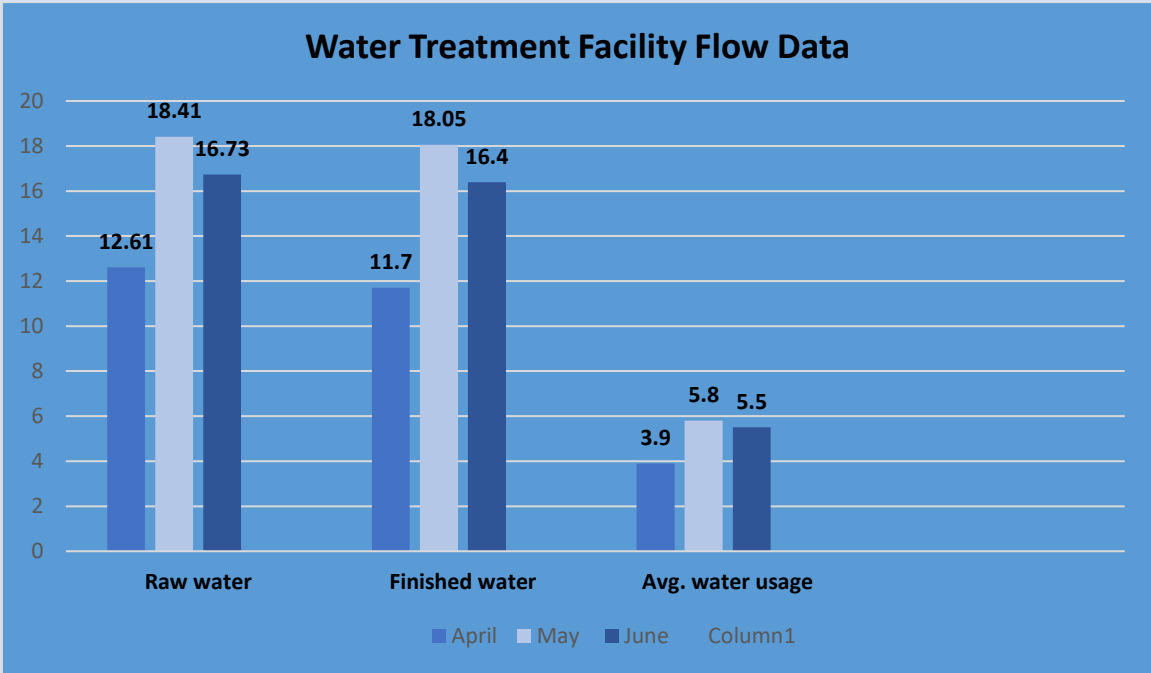


Staff had their spring recycling event this past April with 220 cars passing through during the 4 hours. This year it was decided to keep things consistent and have all the events from 8am to Noon to help eliminate some of the confusing between the different events. Staff was also awarded a grant to purchase and install 4 new recycling stations in our parks. (Way to go Tom)



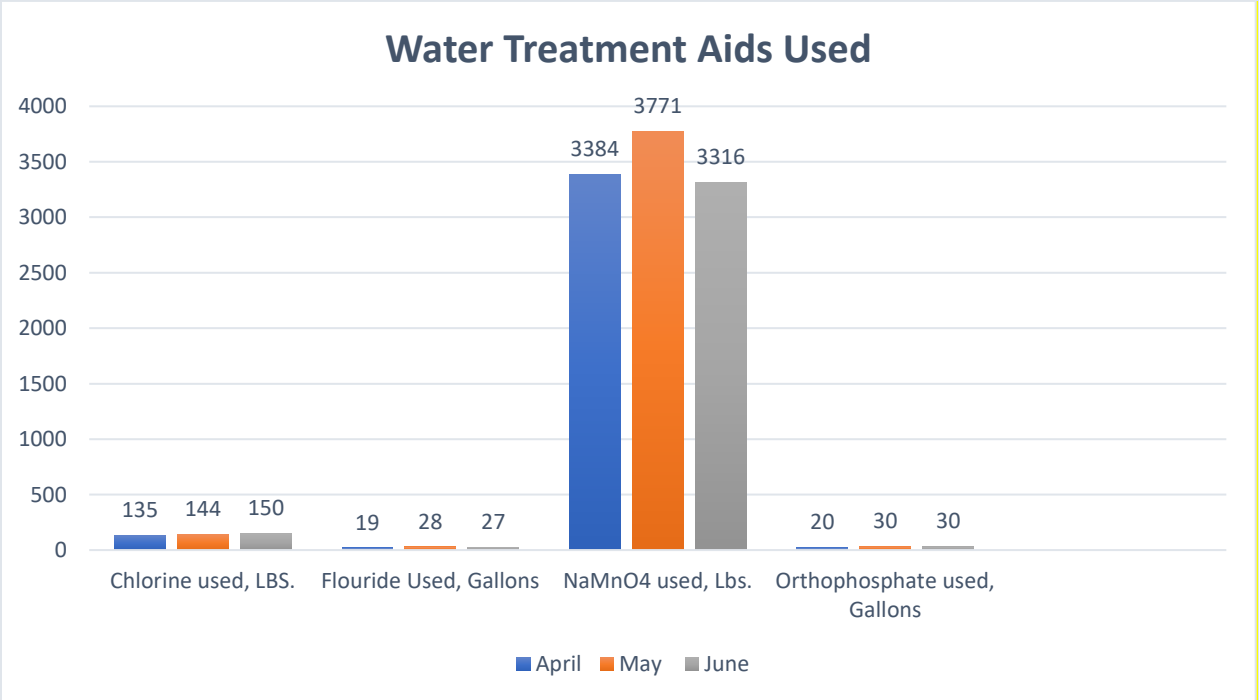
Water and Wastewater 2nd Quarterly Report
Spring-Summer 2024
To: City Council

Water Treatment facility Report: Below is a graph showing the second quarter flow data.



TASK	DESCRIPTION	QUANTITY	UNITS
Inspect Facility Daily	Facility Inspections	62	Inspections
Operational Hours	Hours spent at facility.	124	Hours
Calculate Influent and Effluent	Calculate gallons pumped for both influent and effluent.	Daily	Calculation

Calculate Chemicals	Calculate treatment chemicals used daily.	Daily	Calculations
Chemical Adjustment	Adjust chemicals based on lab testing results.	As Needed	Chemical adjustments
Daily Labs	Perform lab on chlorine, fluoride, orthophosphate, iron and manganese.	325	Labs
Well House	Inspect daily, take readings, drawdowns, and pump runtimes.	91	Inspections
Bacteria Samples	Take set of monthly MDH bacteria samples.	20	Samples Per Set



NaMnO4 or Sodium permanganate is used to remove manganese and radium in raw water. Chlorine, fluoride and Orthophosphate is added to the finished water when leaving the facility.

Water Treatment Facility, Lab Results:

	Average Chlorine	.61	Mg/l
	Average Raw Iron	1.02	Mg/l
	Average Raw Manganese	.072	Mg/l
	Average Fluoride	.64	Mg/l

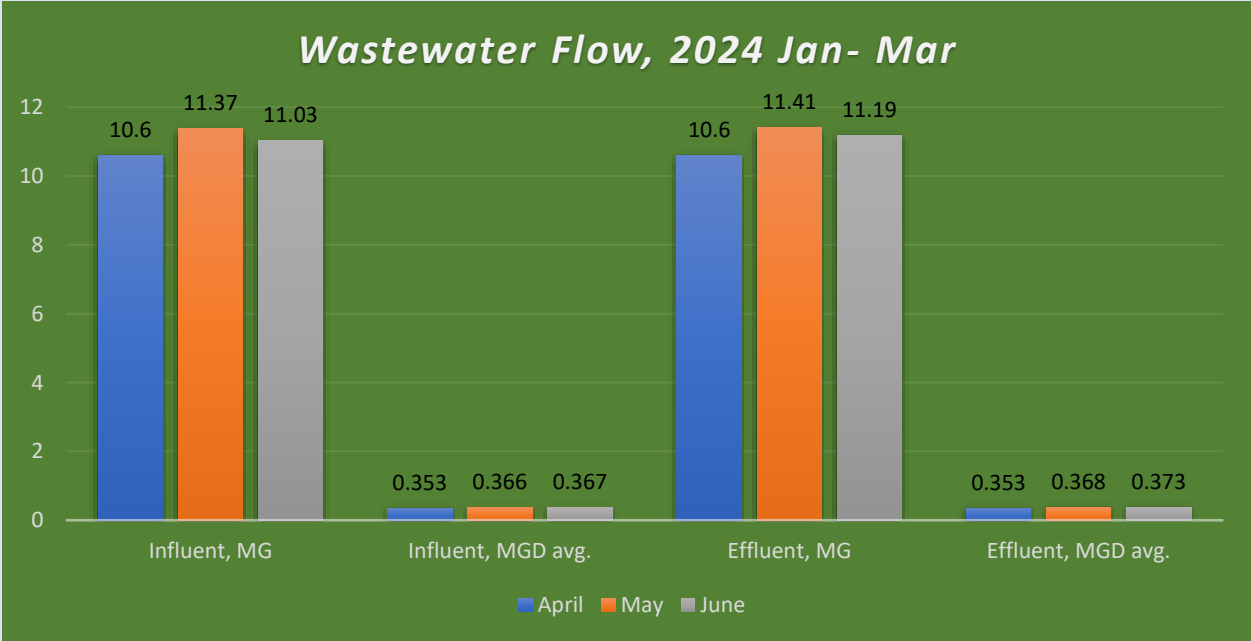
	Iron Removal	99	%
	Manganese Removal	87	%

Water Treatment Facility Pumping Summary: The water treatment facility met all required limits for the second quarter. Obviously, the big news was the amount of rain we received in June. With over 9 inches of rain, water demand was down 54 percent in June, compared to June of 2023. For the 2024 year, we have pumped 79.48 million gallons (finished water) compared to 104 million gallons at the same point in 2023. Although we have dried out some, demand continues to lag 2023. Demand at the fill station is exceeding past years with construction projects near St. Francis. Typically, we will have 9 account users, this year we are up 16.

DNR Appropriations: Staff continues to work with the Department of Natural Resources on raising our appropriations from 200 MG to 260 MG per year. This lengthy process requires multi-agency review of past water usage and what is forecasted for population and water use in our Water Supply Plan. Hopefully, by year end, we will have an answer.

Minnesota Department of Health: Earlier this year, the Minnesota Department of Health was here and collected the first of two sets of Unregulated Contaminant Monitoring Rule (UCMR) samples. We had no exceedances of any of the twenty-seven analytes. These samples were collected again recently and we are waiting results.

Wastewater Treatment Facility Report: Below is a graph showing our daily flow for second quarter of 2024.



Task	Description	Quantity	Units
Monthly Sampling	Perform required monthly sampling: 8 Influent 29 Constituents); 8 Effluent (50 Constituents: Monitoring wells (25)	230	Constituents
Operational Hours	Hours spent at facility.	520	Hours
Inspect Operations Building	Daily inspection of building.	65	Inspections
Inspect Pre-treatment Building	Daily inspection of building.	65	Inspections
Inspect Tertiary Building	Daily inspection of building.	65	Inspections
D.O Readings	Take Required D.O Readings.	90	D.O Readings
pH Readings	Take Required pH Readings.	90	pH Readings
Inspections	Inspect 8 lift stations daily and calculate pump runtimes.	496	Lift Station Inspections
Daily Lab	Process Control Test	216	Tests

Facility Report: Wastewater Treatment Facility, Lab Results:

	Influent TSS	229	Mg/l
Limit: (15 mg/l)	Effluent TSS	0	Mg/l
Limit: (85 %)	TSS % Removal	100	% Removal
	Influent CBOD	226	Mg/l
Limit: (15 mg/l)	Effluent CBOD	0	Mg/l
Limit: (85 %)	CBOD % Removal	100	% Removal
	Influent Phosphorus	5.1	Mg/l
Limit: (1 mg/l)	Effluent Phosphorus	0	Mg/l
	Phosphorus % Removal	100	% Removal
	Influent Ammonia Nitrogen	29.1	Mg/l
Limit: (Seasonal) 1.4 mg/l	Effluent Ammonia Nitrogen	0	Mg/l
	Ammonia Nitrogen % Removal	100	% Removal

Summary: The wastewater treatment facility met all MPCA assigned limits this quarter.

Daily Tasks:

Locates	Process Locate Requests	98	Utility Locate Requests
Water/Sewer Connections	Inspect Water and Sewer	2	Inspections
Water Miscellaneous	Work orders: Meter inspections.	0	Work Orders

Chlorides: Staff has continued to work with the Minnesota Pollution Control Agency on our chloride limit. At this point, it is the advice of our consulting engineer to accept the limit given to us and use reduction methods to meet the limit. We are currently average 290 mg/l and our phase three, imposed limit is 354 mg/l. Reduction ideas can range from public education on how a water softener works, to perhaps a water softener rebate program that is funded through grants. Some cities have done this option and have seen results.

Completed Projects:

City Hall Fire Station Fiber: In June, the new fiber line from the new City Hall to the Bottle Shop was installed. This will ensure that the Bottle Shop continues to have internet once the old City Hall is vacant. Zayo (internet provider) still needs to install the main line into the new building, but that should be happening by the middle of August. Once that is installed, connectivity between buildings will be complete.

South Ambassador Watermain Improvements: This project was completed in June as well. Luckily, we missed out on rain so staff was able to proceed on each of the three dig sites. The best part was no dewatering was required in the county ditch portion. The water main was shut down, three sperate times for this work to accure.

Membrane Replacement at WWTP: Staff completed the installation of all the membranes. Staff has done a great job and by them doing this work was approximently a \$ 19,000 savings by not having a vendor do this work.

Thank you,

Parish Barten