



CITY COUNCIL REGULAR MEETING

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

Monday, October 17, 2022 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 - October 3, 2022

B. 2022 Street Rehabilitation Project – Pay Estimate No. 1

C. Acknowledgement to Conduct Excluded Bingo

D. Gambling Permit – St. Francis Athletics Booster Club

E. Poppy Street and 229th Lane Reconstruction Project – Pay Estimate No. 2

F. Resolution Calling for Hearing on the Poppy Street and 229th Lane Reconstruction Project

Resolution 2022-55 Call for a Public Hearing on proposed assessment for Poppy Street and 229th Lane

G. Turtle Ponds 4th Addition Letter of Credit Reduction

H. Turtle Ponds 5th Addition Letter of Credit Reduction

I. Embedded Systems Contract Renewal

J. Brunton Contract for Services

K. Rink Management

L. Routine Recycling Agreement

M. Rental License Approval

N. Payment of Claims

5. MEETING OPEN TO THE PUBLIC

6. SPECIAL BUSINESS

7. PUBLIC HEARING

8. OLD BUSINESS

A. Rivers Edge 7th Addition Rezoning – 2nd Reading

Ordinance 300 Approving a rezoning request for Outlot A Rivers Edge 2nd Addition from UR to the Rivers Edge PUD

Resolution 2022-56 Authorizing the summary publication of Ordinance 300

9. NEW BUSINESS

A. Subdivision Recording Extension – Meadows of St. Francis 4th Addition

Resolution 2022-57 Extending the deadline for the recording of The Meadows of St. Francis 4th Addition Subdivision

10. MEETING OPEN TO THE PUBLIC

11. REPORTS

A. Fire Department Monthly Report - September

B. Police Department Quarterly Report

C. Community Development Quarter 3 Report

12. COUNCIL MEMBER REPORTS

13. UPCOMING EVENTS

14. ADJOURNMENT

Councilmember Joe Muehlbauer will attend via Zoom from:
13971 Celebrate Life Way, Goodyear, AZ 85338

Join Zoom Meeting

<https://us02web.zoom.us/j/82212558275?pwd=RVNCQmx6bk5kanJ0aTBVRzVNTndTZz09>

Meeting ID: 822 1255 8275

Passcode: vDR3LZ

One tap mobile

+13017158592,,82212558275#,,, *978473# US (Washington DC)

+13092053325,,82212558275#,,, *978473# US

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 719 359 4580 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 386 347 5053 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

Meeting ID: 822 1255 8275

Passcode: 978473

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

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA

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

October 3, 2022

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 Steve Feldman.

2. ROLL CALL

Members Present: Mayor Steve Feldman, Councilmembers Robert Bauer, Kevin Robinson, Sarah Udvig, and Joe Muehlbauer.

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

3. APPROVAL OF AGENDA

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

Ayes: Udvig, Robinson, Bauer, Muehlbauer, and Feldman.

Nays: None.

Motion carried 5-0

4. CONSENT AGENDA

A. City Council Minutes - September 19, 2022

B. Policy Implementation - Police Department

C. Surplus Vehicle

*Resolution 2022-46 - Declaring surplus property and authorizing the disposal of said property

D. Appointment of Election Judges

*Resolution 2022-47 Appointing Election Judges for the 2022 General Election

E. Siwek Park Improvements – Pay Estimate No. 3

F. Water Wastewater Systems Operator Replacement

G. WETT Program Student Internship

H. MMUA Safety Management Program Contract

I. Vista Prairie Grading Agreement

J. Application for Intoxicating Liquor & Sunday Sales License

K. Payment of Claims

Mayor Feldman mentioned the MMUA contract went up by \$4,769, a 22.42% increase. He stated he discussed with Public Works Director Carpenter who checked things out with the League of Minnesota Cities considering the size of the increase; however, Mayor Feldman pointed out that \$4,769 is a small fee compared to one claim on a workers compensation claim. He added that even with the increase it is a good program to stay with.

MOTION BY: ROBINSON SECOND: BAUER APPROVING THE CONSENT AGENDA

Ayes: Udvig, Robinson, Bauer, Muehlbauer, and Feldman.

Nays: None.

Motion carried 5-0

5. **MEETING OPEN TO THE PUBLIC**

Nathan Schultz, 23618 Vintage Street NW, came forward to ask about the letter he received pertaining to the zoning of Outlot A in the 5th Addition of Rivers Edge and Outlot A 2nd Addition of Rivers Edge. Mayor Feldman shared there will be a public hearing later on in the meeting concerning this topic and asked Mr. Schultz to come back up at that time.

6. **SPECIAL BUSINESS**

7. **PUBLIC HEARINGS**

A. Capital Improvement Bonds

*Resolution 2022-53 - Adopting a Capital Improvement Plan and providing preliminary approval for the issuance of bonds thereunder

Nick Anhut from Ehler and Associates Financial Advisors came forward to talk about potential financing for the Fire Station and City Hall facility and gave a presentation on the five year capital improvement plan for issuance of general obligation CIP bonds.

Mayor Feldman brought up the difference between a 25 year bond and a 30 year bond and the difference in the funds that would be paid. He said it seems like a 25 year bond would be better as it would save money on interest. Anhut said paying it off quicker would save money and there are definitely discussions to be had surrounding the timeline. Mayor Feldman shared the reason he brought this up to the Council and gave the example of the wastewater facility that had 1% interest, which is why it was kept at a 30 year loan due to the low interest. He added that with higher interest rates you would not want to stretch out the timeline.

Anhut concluded his presentation and stated he was happy to answer any

questions.

Mayor Feldman commented he did not have any questions as he had already looked over everything and it looks to be in good shape and he thinks the strong budgetary management of this Council and Staff has put them in the right direction and bringing on Ehlers and Associates was a great move as well.

Muehlbauer asked about the bond amount and thought it was only \$12,000,000 not \$13,000,000. Mayor Feldman stated this includes soft costs and everything included. Anhut added to that and said they were conservative with the amount with the understanding that things change over time. This is not to exceed \$13,000,000.

Mayor Feldman asked City Administrator Thunstrom if the numbers also included soft costs. Thunstrom stated this number includes other costs, including costs to Ehlers and Associates. Anhut added that the bond amounts are used to finance anything for the project, including those financing costs, the cost of land, and other soft costs. Anhut stated the reason for the public hearing is to set a cap amount for this project.

Mayor Feldman shared he thought it was a good idea to set the cap higher and then come in below the budget rather than to set the cap too low and have to come back and ask for more money.

Robinson appreciated Anhut's explanation of the project and sees this project as necessary.

Bauer shared he wanted to keep the lines of communication open to the public to be able to share their opinions. He discussed the situation of the wastewater facility that was turned into a resolution to an ordinance rather quickly and was \$1,000,000 over budget and was moving very quickly. After the fact, the residents were told an ordinance cannot be petitioned. He wanted to make sure the residence had time to share opinions. Mayor Feldman explained that is not how this current Council operates and the last six years the Council has been open and transparent with the residents.

Mayor Feldman asked a question concerning the overlapping debt, which shows Anoka and Isanti County, ISD 15, ISD 728, Anoka County RRA, and Metropolitan Council. He asked what this overlapping debt means. Anhut shared that not every taxpayer is a part of these jurisdictions; however, this is all the overlapping layers of municipal government over the boundaries of the City. He shared that some residents are in Isanti County and others are in Anoka County so there will be some overlap. Mayor Feldman asked if this was more informative. Anhut said yes, there are no limitations or hard boundaries and this is just to give some impression about the different debts.

Mayor Feldman explained that one of the best things this City did was get to an AA bond rating. He stated this should get the bonds pulled in time; however, it will depend on what the economy gives at the time this goes in for bidding. He added that having Ehlers on board will help navigate through this economic time. He discussed that when this project is bided out, if it is found that the City cannot afford the project, the City will not move forward with it. He said they learned from the wastewater facility that the budget should not be sized to the project, the project should be sized to the budget.

Mayor Feldman opened the public hearing at 6:21 p.m.

Nathan Schultz, 23816 Vintage Street NW, came forward with a question concerning tax dollars. He mentioned that typically these facilities get repurposed by other parts of the local government, thus the repairs and the shortcomings get picked up by the next agency that comes through. He imagined that this facility used to be a school or educational building. He shared it would be a disappointment to see tax dollars continue to fund the facilities that are still in need of repair and maintenance and he hopes the Council keeps this in mind as they put the larger plan together. Mayor Feldman stated this is the reason it is being discussed. The fire station and the City Hall were never designed for what they are being used for and to maintain these buildings is becoming cost prohibitive. As the City gets closer to high dollar repairs and maintenance, it was decided that the smartest move forward would be to look forward to building something that would last 50 to 100 years.

Mayor Feldman closed the public hearing at 6:24 p.m.

MOTION BY: BAUER SECOND: UDVIG ADOPTING CAPITAL IMPROVEMENT BONDS RESOLUTION 2022-53 ADOPTING A CAPITAL IMPROVEMENT PLAN AND PROVIDING PRELIMINARY APPROVAL FOR THE ISSUANCE OF BONDS THEREUNDER

Ayes: Udvig, Robinson, Bauer, Muehlbauer, and Feldman.

Nays: None.

Motion carried 5-0

B. Rivers Edge 7th Addition

*Ordinance 300 - Approving a rezoning request for Outlot A Rivers Edge 2nd Addition from UR to the Rivers Edge PUD with findings as presented by Staff: First Reading

*Resolution 2022-48 - Approving the preliminary plat and PUD plans for the 7th Addition of Rivers Edge with conditions and findings presented by Staff

*Resolution 2022-49 - Approving a Conditional Use Permit for the construction of public roads associated with the 7th Addition of the Rivers Edge development with conditions and findings presented by Staff

*Resolution 2022-50 - Approving the drainage and utility easement vacations pertaining to Outlot A, Rivers Edge 2nd Addition and Outlot A, Rivers Edge 5th Addition with conditions and findings as presented by Staff

City Planner Beth Richmond provided a presentation on the 7th Addition of the Rivers Edge development and the requests to be considered include a rezoning to Planned Unit Development (PUD), preliminary plat, Conditional Use Permit (CUP) for public roads within the Rum River Management Overlay District, and drainage and utility easement vacations.

Mayor Feldman asked Richmond to explain what the non-riparian lots meant. Richmond stated this meant it was lots not touching the water bodies, so anything not touching the Rum River.

Mayor Feldman opened the public hearing at 6:33 p.m.

Nathan Schultz, 23816 Vintage Street NW, came forward and first thanked Richmond for her presentation. He asked, in regard to the rezoning, if the development is all being planned as single family homes or if there is a plan for commercial or townhome lots. Richmond answered that it is all intended to be single family lots.

Schultz asked about the drainage that is currently out there. He stated he currently lives on the edge of the drainage and it drains into his property. He shared his concerns in regard to the current drainage and how with new homes he could end up with a larger swampy area in his yard. Richmond explained that this is something the City Engineer has been removing as the preliminary grading plans come through. She stated all of the drainage should be accommodated as part of the 7th Addition, as there are storm water facilities that are planned and the drainage would be expected to be maintained on the site.

Mayor Feldman added that the developer is very reputable and conscientious on how the development is laid out. He shared that every outlot is buildable and as developments phase in, the outlot becomes buildable. In this case, he explained that of the 79 units that were proposed, it is now down to 29 and nothing else can be built on this site.

Schultz explained that his concern was with Outlot A, 5th Addition as the last lot drains into his yard and his neighbor's yard. Mayor Feldman stated that will change as this proceeds forward.

Mayor Feldman closed the public hearing at 6:37 p.m.

Robinson asked about Schultz's concern and if there will be another opportunity for him or other residents to speak on issues and if they will be notified when the meetings of these discussions happen. Richmond shared that the final plat will not

have notification nor does the City hold public hearings for; however, if anyone was interested in hearing about a topic and it was on the agenda they can come in and ask Staff to look at the plans or ask Staff any questions. Mayor Feldman added that this is always allowed for residents.

Robinson asked if there will be a final grade that comes through to be approved and at that point the public needs to be vigilant as to when the meetings are and come and speak if need be. He added that this was not the practice of Council's past and how things have changed since then.

Mayor Feldman added that the City is dealing with a very reputable developer that has been here for years and the Council is open and transparent and the public can always attend meetings or call the Staff and Council with any questions. Richmond added that the City Engineer also reviews all of this closely to ensure there are no issues. Mayor Feldman mentioned that he always wants to make the public feel confident in what the Council is doing.

Muehlbauer piggybacked off of what Robinson said and told the public to keep an eye on the website for upcoming meetings and asked if the wetness in Mr. Schultz's land will get assurance that this will be taken care of. Richmond explained that what the individual phases come through there are drainage and utilities that are created as part of these, so it is possible that a portion of Mr. Schultz's current drainage and utility is always going to be wet and is something that overflows into other phases. She stated it is not always as simple as the next project will help or hinder the neighboring property because these properties were under surveys and grading plans with the anticipation of the other phases. She explained some properties have the naturally wet areas because they were designed for drainage and utility pieces before it goes into the river. She added the problem is bigger than just the grading of this phase. Staff would be happy to take a look at his survey to see how this ties together. Muehlbauer encouraged Mr. Schultz to do this to make sure the City is not promising things that cannot happen.

Mayor Feldman explained that he had mentioned this before in other meetings that grading for drainage is something he is not a fan of and would rather see pipes taking the water where it should go; however, it is cost prohibitive. He said grading is the way to do it and most of the time it works out and the City will do the best they can with this and encouraged the public to bring questions forward to the Staff. Muehlbauer encouraged those to come in sooner rather than later to see if the issue can be addressed in the coming phases.

Bauer asked about the Anoka Parks System trail and stated he did not see it in the concept drawings and wanted to ensure it was still a part of the plan and what Outlot A becomes if it is never developable. City Planner Richmond shared that there was originally to be a County trail that comes through between Lots 5 and 6; however, as this was reviewed it was discovered that the landowner to the northeast has put a majority of the property into the conservation easement which

will never allow for any type of development including trails. With that, the City talked to the Anoka County Parks Department and it was decided there was no point in putting a County trail through a little piece of this land as it does not lead to anything. She said some private trails were thought about and a lot of that will depend on if it goes the conservation easement route or not in Outlot A. At this point, it is just planned to be an open space. Mayor Feldman asked if it was because of the one landowner to the northeast. Richmond said yes and because of existing restrictions and shared this is the reason Staff did not push too hard for this land to be public as there are not a lot of uses for it. If the applicant were to go the conservation easement route, they would get some monetary value from it so they were more open to this idea than the park dedication. Bauer said he was okay with this because the property owners can do what they want with their land; however, he knows a lot of people like to walk the river and they need to get back somehow and he does not want to lock it out so it could result in police calls that a property owner in the next addition thinks all of the land is theirs and think someone is trespassing on their land. He added he would like this area to be open to the public and not locked into a specific owner, even if it just becomes prairie land with a bunch of grass. Mayor Feldman said the Council has no control of this as it is DNR required.

Bauer asked if it would just be the 13 homes in the HOA or if it will be the whole development. Richmond stated she had not seen the HOA draft and it would likely either be just the 7th Addition or just those 13 homes. Mayor Feldman asked if it would either be 29 or 13 homes depending on how it is written up.

MOTION BY: MUEHLBAUER SECOND: ROBINSON ADOPTING ORDINANCE 300 APPROVING A REZONING REQUEST FOR OUTLOT A RIVERS EDGE 2ND ADDITION FROM UR TO THE RIVERS EDGE PUD WITH FINDINGS AS PRESENTED BY STAFF; FIRST READING.

A roll call vote was performed:

Councilmember Muehlbauer	aye
Councilmember Robinson	aye
Councilmember Bauer	aye
Councilmember Udvig	aye
Mayor Feldman	aye

Motion carried 5-0

MOTION BY: BAUER SECOND: UDVIG ADOPTING RESOLUTION 2022-48 APPROVING THE PRELIMINARY PLAT AND PUD PLANS FOR THE 7TH ADDITION OF RIVERS EDGE WITH CONDITIONS AND FINDINGS PRESENTED BY STAFF.

Ayes: Udvig, Robinson, Bauer, Muehlbauer, and Feldman.

Nays: None.

Motion carried 5-0

MOTION BY: UDVIG SECOND BY: ROBINSON ADOPTING RESOLUTION 2022-49 - APPROVING A CONDITIONAL USE PERMIT FOR THE CONSTRUCTION OF PUBLIC ROADS ASSOCIATED WITH THE 7TH ADDITION OF THE RIVERS EDGE DEVELOPMENT WITH CONDITIONS AND FINDINGS PRESENTED BY STAFF.

Ayes: Udvig, Robinson, Bauer, Muehlbauer, and Feldman.

Nays: None.

Motion carried 5-0

MOTION BY: ROBINSON SECOND BY: BAUER ADOPTING RESOLUTION 2022-50 - APPROVING THE DRAINAGE AND UTILITY EASEMENT VACATIONS PERTAINING TO OUTLOT A, RIVERS EDGE 2ND ADDITION AND OUTLOT A, RIVERS EDGE 5TH ADDITION WITH CONDITIONS AND FINDINGS AS PRESENTED BY STAFF.

Ayes: Udvig, Robinson, Bauer, Muehlbauer, and Feldman.

Nays: None.

Motion carried 5-0

8. OLD BUSINESS – NONE

9. NEW BUSINESS

A. Patriot Parkway Concept Review

City Planner Beth Richmond gave a presentation on the concept plan for the land located between Pederson Drive and Highway 47, including the creation of a public loop street, two commercial parcels, and regional stormwater facilities.

Mayor Feldman said he looked this over and it seems like it is the best plan for this site. He mentioned it would be ideal to access Manzetti's from Highway 47 with a frontage road; however, that would be in play. He thinks the way to do this is with the right in, right out with the median and that a stop light may be more beneficial than a roundabout. He commended Staff for their work bringing this through engineering and the Planning Commission before bringing it to Council. He explained that King's County Market put in the turn lane at this site and stated this was possible but may cut into some of Manzetti's parking lot and the right in, right out is probably the best way to go.

Udvig said she really liked this plan and it is the best use of this land.

Mayor Feldman brought up the fact that the right in, right out is so close to Highway 47.

Bauer shared that he looks at this from a business owner point of view and no part of the right hand traffic benefits the retail, unless Manzetti's can come in and out on the south side and the businesses can go up to the full intersection. He said this does not flow well and it eliminates a lot of ease for customers. He would like to see this redesigned to include access to turn left to go to the west side or having a road in the middle of the two businesses. Mayor Feldman asked Richmond and Community Development Director Baumgardner to address Bauer's concerns and asked about the distance between the full intersection and the right in, right out. Richmond said it was about 400 feet.

Mayor Feldman stated the problem with the City is that within 24 square miles, there are County roads, State roads, DNR, and MNDOT and these agencies are always pulling the City's strings. He explained that nothing had been done in years on Highway 47 and in the meantime, St. Francis has grown, Isanti has grown, Cambridge has grown, all access points to the City have grown and the one thing that has not grown or been changed is the infrastructure. He said a frontage road on Highway 47 would be great, but you would have a better chance of winning the Powerball than convincing MNDOT of that.

Bauer added that he knew Highway 47 would go more east when it is developed so there will be more space on the left side of Highway 47. He reiterated his thoughts that drivers will not go out of their way to go to a business that is consistently locked out. He suggests either doing away with the three tree thing in the middle so that Manzetti's customers can go left to the other intersection. He said if not, no one from the west side of town will visit Manzetti's. He wants to make sure he keeps the City's best interests in mind when he looks at things like this. Mayor Feldman added that location, accessibility and parking are key to retail.

Richmond discussed that work has been done with the Manzetti's team on the Highway 47 project and currently people cannot take a left into Manzetti's. She explained that the new business that is coming in has seen the design and is comfortable with it and will be building their design around this plan. She explained that Manzetti's is struggling because as people come from the south, they take a right onto Pederson, try to take a left into Manzetti's, and this stacks up and causes an issue at the intersection which causes an unsafe situation. She mentioned the intersection as a whole is not functioning properly right now. In order to get this to function, turn lanes are created. Even with intersection improvement, the right in, right out becomes more and more necessary and the only option. She said that she has worked with engineers and the Planning Commission and this is why the access looks like this. She said the new businesses will adapt because they do not know any different. If this cannot be done, then these businesses would have to look at moving to sites that may never be developable.

Mayor Feldman reiterated that Highway 47 is causing these issues and the stacking concerns. He added that the median can be adjustable. Bauer stated that if Manzetti's customers are given the ability to turn left again and go under the businesses and over to the full intersection, that eliminates this problem. Richmond shared she is not sure if the entrance Bauer is referring to is specifically an in, or and in and out and she will take the comments. Mayor Feldman reiterated that this is just a discussion of concepts.

Muehlbauer shared he appreciated Bauer's concerns; however, if Manzetti's is doing alright now, that will continue since this location is not ideal to begin with. Given the way the land is set up he sees this is the best choice for it.

Mayor Feldman stated that these bugs will be worked out before the project is finalized. He asked if the church and the other entities involved are on board with this. Richmond said correct.

Mayor Feldman explained how as the other businesses fill up, it will generate more traffic and Manzetti's could end up with more traffic.

Robinson said that Staff has worked very hard on this project. He stated he disagreed with Bauer and he gave the example of the Lowes in Coon Rapids that has a similar in and out system to what is being discussed. He added that Manzetti's will have to make some business decisions down the road, especially if some of their parking lot is taken for the Highway 47 project. He said he likes what he sees and shared he asked Richmond about the stormwater facility and possible revenue. Richmond discussed the stormwater facilities and showed where those would fit best but said there will be more discussion of this further into the process. Robinson shared he hopes for one more shot of revenue or commerce to be able to come in; however, he is satisfied with what he sees at the moment.

Mayor Feldman shared this is why the Planning Commission, Community Development and Staff work so hard.

Bauer asked if Highway 47 shifts east. He could see the stormwater facility as being more of a sliver in front of the two lots which would make the lot more appealing for future development. He shared he does not want the City to develop based off of where the road is now and take into account where Highway 47 will end up. He asked if it was too late to add a turn lane in the roundabout to go into these businesses. Richmond said this will be kept in mind as more is learned about what will happen with Highway 47.

Mayor Feldman said it seems like MNDOT does not take into consideration the City's development aspects or viewpoints and the City has to follow their course of action. He gave the example of the KwikTrip that came in and extended the south turn lane and took out a different entrance that now causes problems for lots of

trucks coming into the KwikTrip.

B. The Bluffs of Rum River

*Ordinance 301 approving a rezoning request for 23925 St Francis Blvd NW from R-3 and B-2 to The Bluffs PUD with findings as presented by Staff; First Reading

*Resolution 2022-51 approving the preliminary plat and PUD plans for The Bluffs of Rum River development with conditions and findings as presented by Staff

*Resolution 2022-52 approving a Conditional Use Permit for the construction of public roads associated with The Bluffs of Rum River development with conditions and findings as presented by Staff

City Planner Beth Richmond gave a presentation on the land use and subdivision requests from The Bluffs of Rum River project including requests for rezoning to planning and development, a preliminary plat and a CUP for creation of a public road. She shared that the Planning Commission recommends approval on this, while the DNR recommends the request be tabled for the time being.

Mayor Feldman asked if it comes back to the Council one way or another. Richmond explained that it would come back to Council unless there are not any design changes.

Mayor Feldman asked about the roundabout at Ambassador Street and the right in, right out access and if it was because of the proximity to Highway 47. Richmond said that was correct. Mayor Feldman again expressed his frustrations with Highway 47 but also expressed the importance of having two entrances to a development.

Mayor Feldman pointed out the work that Staff did on the north end of Highway 41 was excellent and he liked the offset on the west side and that everything was kept on the developer's land. He mentioned that this was even a MNDOT project. Richmond explained that Staff worked with MNDOT on this to make it happen.

Mayor Feldman asked about the minimum setbacks. Richmond explained that the setbacks are from the building to the road, and typically in a normal development it is between 25 to 30 feet for a setback; however, in the Urban Rum River Management District overlay the setback is set at 35 feet. She explained the applicant is proposing a 30 foot setback for a majority of the single family homes and a 25 foot setback for the rest of the row houses and townhomes. Mayor Feldman stated he can live with that.

Darren Lazan with Landform Professional Services came forward and thanked the Council and Staff for their time on this. He pointed out that it is an order of operation situation if they table the request per the DNR's recommendation then it would come back in a few weeks and the Council would be in the same boat. On the other hand if it is approved tonight and gets it resolved in two weeks this is done. He discussed the setback issue seems to be counterintuitive as it drives homes off the

road it drives them towards the river, so he sees this is well within the City's standard but also fits the type of development proposed. In regard to the DNR, he does not think there are major changes in the review, he thinks it is more about showing how they arrived at compliance. All of the critical river shoreline impact area is at 100% because of the access. He shared that they are excited to move forward with this project as it has been a long time coming. He did want to talk about the Ambassador Street connection and shared that they are asking for this to be a full intersection for commercial lots. He added that from the traffic study, he gathered that the right in, right out degrades the northern connection one letter grade and said it functions better as a full intersection. Mayor Feldman asked if Lazan would rather see a right in, right out with a full intersection. Lazan stated he would rather have a full intersection not the right in, right out.

Mayor Feldman asked why this was even written as a right in, right out. Richmond stated that the diagram is not necessarily showing it as a right in right out, but MNDOT and the County have both stated the preference to have a right in, right out and the applicant will be working with Anoka County on this. She shared that with the traffic study either the right in, right out or the full intersection works.

Mayor Feldman again stated how the City is a puppet with strings with the DNR, MNDOT, State and County. He agreed that accessibility, location and parking is key to retail and Highway 47 is dictating the right in, right out, but a full intersection would be the way to go here. He said this will drive traffic north to get people to the south end.

Lazan shared a story of how there was a similar right in, right out in Andover and to this day the City Engineer tells him that he takes a left turn onto the right in, right out to get across. He shared this entrance is also a frustration of the developer and they will be working with the County on this.

Mayor Feldman shared a similar story to Lazan and stated people will do what they want to do. He said that he had a concern for the commercial end and for bringing people north to get through the development to go south which will bring lots of traffic. Mayor Feldman wishes Lazan luck in working with MNDOT.

Udvig agreed and hoped that the developer can get the outcome that is best. She said the project looks good and she is looking forward to adding more residents to the City.

Bauer discussed the school roundabout on the east side of town and mentioned that when he was in Maine he went through a 5-prong roundabout. He explained his thoughts about closing the road off completely and have a 5-prong roundabout approach to the County and Highway 47. He does not think this would create any more or less restrictions as a roundabout is there to slow people down. He said that he would come in on the west side of the expansion and bring people around the backside of the business and people can go left into the residence. The future

business would still come out of a prong of the roundabout and this would alleviate the right in, right out issue. Mayor Feldman reminded Bauer that it would be the County building the roundabout. Bauer said that the applicant can bring this to the County and say that the south side of the project has been redesigned and still has all of the components needed. Muehlbauer added the County and State will not go for this. Bauer stated he just wanted to throw other options out there. He thinks it would be more dangerous to not complete the road for all phases if it is a right in, right out. He said it is at least worth a discussion. He said he would not buy a home there if the access was just right in, right out.

Lazan said that there is no median here, but if there is a right in, right out it would come when the second phase is completed and there would be another access. He also discussed that the retail will be held off of the market until the intersection gets resolved. He shared that MNDOT suggested a right in only to the commercial lot off of Highway 47, which would improve things; however, does not help exiting. He discussed driver confusion in roundabouts. Bauer added that if the developer can get the turn lane, he would suggest taking a road as close as possible to Highway 47 behind the business as a way to get around back into the neighborhood. Bauer believes St. Francis is a working City and a lot of people drive south to get to their jobs, this will help with the flow of traffic. Lazan clarified that this is a private right in and not a full City road. He shared that the developer has the ability to make that change.

Mayor Feldman stated there is flexibility with the commercial lot and it will be between MNDOT, Anoka County and the developer. Bauer asked Lazan to not fight for the right in, right out. Lazan said that the configuration chosen is in the interim condition as they cannot wait 10 years for MNDOT to decide on the roundabout.

Mayor Feldman explained that the success of this development is having a road on the north and the south as no development can have one in and one out. Bauer said his idea would create three ins, one through the commercial lot, one from Ambassador Street and one on the north on Highway 47.

Muehlbauer shared he was curious about Outlot C being on the same property. Lazan stated it was unique that it does contain parcels that are across the river and those would be open space.

Robinson said he likes what he sees. He asked Richmond about a private trail and who can and cannot use it or if it is only for the neighborhood. Richmond said that the private trail would have a sign letting people know it is private and just for the development. As far as the long, she does not know but assumes it will be similar to the width of a typical trail or sidewalk. Robinson asked if the HOA would take care of their portion and who would take care of the eastern portion and how it would be kept private. Richmond stated the trails would be maintained by the HOA as part of it being private. She stated the trails in the green space do not have

anywhere to park around them so this should discourage people from outside of the development to come in and use the trails. This should only really be known about by the people who live in the development. Robinson asked if the trail would be paved. Lazan said that the trails on the west will be paved and the ones down in the open space will likely be wood chipped or mown trails.

Mayor Feldman asked how long Landform has been around. Lazan said it has been around for 28 years. Mayor Feldman stated that with Landform having more experience with MNDOT, they know what to do. He thanked Lazan for his time and stated he is looking forward to this project moving forward.

MOTION BY: MUEHLBAUER SECOND: UDVIG ADOPTING ORDINANCE 301 APPROVING A REZONING REQUEST FOR 23925 ST FRANCIS BLVD NW FROM R-3 AND B-2 TO THE BLUFFS PUD WITH FINDINGS AS PRESENTED BY STAFF; FIRST READING, INCLUDING THE ON STREET PARKING ON A PRIVATE STREET.

A roll call vote was performed:

Councilmember Muehlbauer	aye
Councilmember Robinson	aye
Councilmember Bauer	aye
Councilmember Udvig	aye
Mayor Feldman	aye

Motion carried 5-0

MOTION BY: ROBINSON SECOND: BAUER ADOPTING RESOLUTION 2022-51 APPROVING THE PRELIMINARY PLAT AND PUD PLANS FOR THE BLUFFS OF RUM RIVER DEVELOPMENT WITH CONDITIONS AND FINDINGS AS PRESENTED BY STAFF.

Ayes: Udvig, Robinson, Bauer, Muehlbauer, and Feldman.
Nays: None.

Motion carried 5-0

MOTION BY: UDVIG SECOND: MUEHLBAUER ADOPTING RESOLUTION 2022-52 APPROVING A CONDITIONAL USE PERMIT FOR THE CONSTRUCTION OF PUBLIC ROADS ASSOCIATED WITH THE BLUFFS OF RUM RIVER DEVELOPMENT WITH CONDITIONS AND FINDINGS AS PRESENTED BY STAFF.

Ayes: Udvig, Robinson, Bauer, Muehlbauer, and Feldman.
Nays: None.

Motion carried 5-0

10. MEETING OPEN TO THE PUBLIC – NONE

11. REPORTS - NONE

12. COUNCIL MEMBER REPORTS

Muehlbauer shared he was happy to be in town and will be talking to some of the Staff while he is here. He also attended the work session via Zoom.

Robinson thanked the Staff for all they have done as there are a lot of intricate doings that the Staff does so well that Council is not capable of. He attended the work session talking about Highway 47 which was a fruitful discussion. He told the public that it is not that the Council has not been trying, things like this just take time. He added that getting the consulting group involved is a big plus.

Udvig shared she attended the work session as well and agreed with Robinson. She said progress is being made and that is what is most important.

Bauer stated he also attended the work session and things have been great working with MNDOT and they seemed to have listened.

Mayor Feldman said he also attended the work session and he is hoping that in the discussion with MNDOT and others at the meeting, it is seen that there is a difference between data and practicality. He discussed how lights are better for an intersection for police and fire and crosswalks are safer and there is no close roundabout in wintertime. He was happy with how the meeting went and hopes that they can rise above the engineering aspect and look at the data and practicality. He hopes MNDOT will be open minded and flexible. He added that at the meeting the City discovered that they would not get the expansion of the commercial base property they were hoping to get, but they are willing to give that up to get the stop lights and safety features in the layout. He said the cost of having and maintaining lights to bring safety to residents is a price they are willing to pay. The Council's representation at the meeting was not for each member's opinion, but for the opinions of the residents they serve. He stated he is proud to be the Mayor of a town with a Staff that works like this. He said there is so much work done behind the seasons where Council and Staff work as a team for the City. He asked City Engineer Jochum for an update of Poppy Street. Jochum stated all of the utility work should be done by tomorrow and then the street will be put back together. It was discussed possibly doing some curb and gutter work next Thursday and Friday.

Mayor Feldman added that sod will not be done this year, it will be done next year as there will not be an opportunity to maintain it this year. Mayor Feldman mentioned the City doing work on the driveways and the prices the residents got

were outrageous. Jochum shared that for about a week, all the residents will be locked out of their driveways. Mayor Feldman asked Police Chief Schwieger to keep some patrols in the area as the residents will be parking their cars outside.

Mayor Feldman asked Liquor Store Manager Schmidt if the monitor that was hung shows specials. Schmidt said that is the plan and Cory will be out this week to show them how to operate it. Mayor Feldman gave kudos to the staff of the liquor store for making the necessary changes at the store. He shared the customer base and sales are expanding.

Mayor Feldman thanked all of Staff for all of their hard work for the City. He thanked everyone for their support as he navigates his health concerns and shared he could not do this without his family or the Staff.

13. UPCOMING EVENTS

October 11 - City Council Work Session @ 5:30 pm

October 17 - City Council Meeting @ 6:00 pm

November 7 - City Council Meeting @ 6:00 pm

14. ADJOURNMENT

There being no further business, Mayor Feldman adjourned the regular City Council at 8:12 p.m.

Jennifer Wida, City Clerk



CITY COUNCIL AGENDA
REPORT

TO: Kate Thunstrom, City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: 2022 Street Rehabilitation Project – Pay Estimate No. 1
DATE: October 17, 2022

OVERVIEW:
Attached is Pay Estimate No. 1 for the 2022 Street Rehabilitation Project. This pay estimate includes payment for all of the work items completed to date. This estimate recommends payment of \$304,673.78. The payment is summarized by funding source below.

ACTION TO BE CONSIDERED:
Consider approval of Pay Estimate No. 1 for the 2022 Street Rehabilitation Project.

BUDGET IMPLICATION:
Roanoke Street is on the City’s Municipal State Aid system therefore the street improvements for this street can be paid for with Municipal State Aid funds. 239th Avenue and Xavis Street are being paid with local funding. The funds discussed above are available and appropriate for this project. The cost breakdown per funding source for this pay estimate is as follows:

Description	Funding Source	
	St. Francis State Aid	Local Funding
	Roanoke Street	239 th Avenue and Xavis Street
Work Completed to Date	\$75,640.85	\$245,068.39
Less 5% Retainage	\$3,782.04	\$12,253.42
Recommended Payment	\$71,858.81	\$232,814.97

- Attachments:
- Pay Estimate No. 1

Contractor's Application for Payment No.

Contractor's Application for Payment No.			1
To (Owner):	City of St. Francis	Application Period:	Through September 2022
		Application Date:	October 6, 2022
Project:	2022 Street Rehabilitation Project	From (Contractor):	OMG Midwest Inc. dba Minnesota Paving & Materials
		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.....	\$	\$356,206.65
2. Net change by Change Orders.....	\$	\$0.00
3. Current Contract Price (Line 1 ± 2).....	\$	\$356,206.65
4. TOTAL COMPLETED AND STORED TO DATE	\$	\$320,709.24
5. RETAINAGE:	\$	
a. 5% X Work Completed.....	\$	\$16,035.46
b. 0% X Stored Material.....	\$	\$0.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$16,035.46
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$304,673.78
7. LESS PREVIOUS PAYMENTS.....	\$	
8. AMOUNT DUE THIS APPLICATION.....	\$	\$304,673.78

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: 10-6-22
---	---------------

ENGINEER: HAKANSON ANDERSON

Certification: We recommend payment for work and quantities shown


(Engineer)

October 6, 2022
Date

OWNER: CITY OF ST. FRANCIS

(Owner)

Date _____

PAY ESTIMATE #1
City of St. Francis
2022 Street Rehabilitation Project

Bid Schedule 'A' Roanoke Street: S.A.P. 235-105-001

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	0.24	LUMP SUM	\$ 19,791.50	\$ 4,749.96	0.24	\$ 4,749.96
2	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	50	LIN FT	\$ 4.50	\$ 225.00	50	\$ 225.00
3	AGGREGATE BASE CLASS 2	110	TON	\$ 56.00	\$ 6,160.00	120	\$ 6,720.00
4	AGGREGATE BASE CLASS 5	5	TON	\$ 37.50	\$ 187.50	0	\$ -
5	MILL BITUMINOUS SURFACE	190	SQ YD	\$ 14.00	\$ 2,660.00	190	\$ 2,660.00
6	BITUMINOUS MATERIAL FOR TACK COAT	530	GALLONS	\$ 1.80	\$ 954.00	622	\$ 1,119.60
7	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 3.0" THICK	90	SQ YD	\$ 30.00	\$ 2,700.00	43	\$ 1,290.00
8	TYPE SP 4.75 BITUMINOUS MIXTURE FOR TIGHT BLADE LEVELING	40	TON	\$ 171.50	\$ 6,860.00	37.83	\$ 6,487.85
9	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B)	750	TON	\$ 76.25	\$ 57,187.50	633.87	\$ 48,332.59
10	MAIL BOX	8	EACH	\$ 200.50	\$ 1,604.00	0	\$ -
11	TRAFFIC CONTROL SUPERVISOR	0.24	LUMP SUM	\$ 3,031.00	\$ 727.44	0.24	\$ 727.44
12	TRAFFIC CONTROL	0.24	LUMP SUM	\$ 1,955.50	\$ 469.32	0.24	\$ 469.32
13	SEDIMENT CONTROL LOG TYPE STRAW	100	LIN FT	\$ 3.80	\$ 380.00	50	\$ 190.00
14	LOAM TOPSOIL BORROW	30	CU YD	\$ 57.00	\$ 1,710.00	32.8	\$ 1,869.60
15	WATER	12	MGAL	\$ 50.00	\$ 600.00	12	\$ 600.00
16	SITE RESTORATION	150	SQ YD	\$ 2.85	\$ 427.50	70	\$ 199.50
Total Bid Schedule 'A'					\$ 87,602.22		\$ 75,640.85

PAY ESTIMATE #1
City of St. Francis
2022 Street Rehabilitation Project

Bid Schedule 'B' 239th Avenue and Xavis Street: Local Funding

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
17	MOBILIZATION	0.76	LUMP SUM	\$ 19,791.50	\$ 15,041.54	0.76	\$ 15,041.54
18	SAWING CONCRETE PAVEMENT - FULL DEPTH	45	LIN FT	\$ 8.50	\$ 382.50	45	\$ 382.50
19	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	150	LIN FT	\$ 4.50	\$ 675.00	150	\$ 675.00
20	REMOVE BITUMINOUS PAVEMENT	90	SQ YD	\$ 15.50	\$ 1,395.00	90	\$ 1,395.00
21	REMOVE CONCRETE PAVEMENT	20	SQ YD	\$ 35.00	\$ 700.00	20	\$ 700.00
22	CONSTRUCT DRAINAGE DITCH	334	LIN FT	\$ 13.50	\$ 4,509.00	334	\$ 4,509.00
23	SUBGRADE PREPARATION	37	ROAD STATION	\$ 172.50	\$ 6,382.50	37	\$ 6,382.50
24	AGGREGATE BASE CLASS 2	195	TON	\$ 56.00	\$ 10,920.00	156.89	\$ 8,785.84
25	AGGREGATE BASE CLASS 5	192	TON	\$ 37.50	\$ 7,200.00	0	\$ -
26	FULL DEPTH RECLAMATION	10,545	SQ YD	\$ 1.20	\$ 12,654.00	10,545	\$ 12,654.00
27	MILL BITUMINOUS SURFACE	35	SQ YD	\$ 14.00	\$ 490.00	35	\$ 490.00
28	BITUMINOUS MATERIAL FOR TACK COAT	523	GALLONS	\$ 1.80	\$ 941.40	742	\$ 1,335.60
29	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 3.0" THICK	169	SQ YD	\$ 30.00	\$ 5,070.00	164	\$ 4,920.00
30	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B)	973	TON	\$ 76.25	\$ 74,191.25	935.22	\$ 71,310.53
31	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2;B)	1,297	TON	\$ 75.50	\$ 97,923.50	1,221.14	\$ 92,196.07
32	6" CONCRETE DRIVEWAY PAVEMENT	20	SQ YD	\$ 175.50	\$ 3,510.00	19.0	\$ 3,334.50
33	MAIL BOX	18	EACH	\$ 200.50	\$ 3,609.00	17	\$ 3,408.50
34	TRAFFIC CONTROL SUPERVISOR	0.76	LUMP SUM	\$ 3,031.00	\$ 2,303.56	0.76	\$ 2,303.56
35	TRAFFIC CONTROL	0.76	LUMP SUM	\$ 1,955.50	\$ 1,486.18	0.76	\$ 1,486.18
36	SEDIMENT CONTROL LOG TYPE STRAW	200	LIN FT	\$ 3.80	\$ 760.00	150	\$ 570.00
37	LOAM TOPSOIL BORROW	100	CU YD	\$ 57.00	\$ 5,700.00	103.51	\$ 5,900.07
38	WATER	50	MGAL	\$ 50.00	\$ 2,500.00	50	\$ 2,500.00
39	SITE RESTORATION	3,600	SQ YD	\$ 2.85	\$ 10,260.00	1,680	\$ 4,788.00
Total Bid Schedule 'B'					\$ 268,604.43		\$ 245,068.39

Bid Schedule 'A' Roanoke Street: S.A.P. 235-105-001	\$87,602.22	\$75,640.85
Bid Schedule 'B' 239th Avenue and Xavis Street: Local Funding	\$268,604.43	\$245,068.39
TOTAL	\$356,206.65	\$320,709.24



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Jenni Wida, City Clerk
SUBJECT: Acknowledgement to Conduct Excluded Bingo
DATE: October 17, 2022

OVERVIEW:

The St. Francis Lions Club has applied for an exempt permit with the MN Gambling Control Board. The Lions Club would like to hold a bingo event at the St. Francis American Legion, Post #622 on November 19, 2022. In order for the nonprofit to conduct a lawful bingo activity they must apply through the State, receive City acknowledgment of the event and then send the signed application to the Gambling Control Board for official approval.

ACTION TO BE CONSIDERED:

A motion would be in order to acknowledge the Application to Conduct Excluded Bingo from the St. Francis Lions Club for a bingo event to be held on November 19, 2022 at the St. Francis American Legion.



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Jenni Wida, City Clerk
SUBJECT: Gambling Permit – St. Francis Athletics Booster Club
DATE: October 17, 2022

OVERVIEW:

The St. Francis Athletics Booster Club submitted an application for an Exempt Gambling Permit for a raffle. The raffle will take place at St. Francis High School on October 29, 2022.

ACTION TO BE CONSIDERED:

Motion to approve application



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: Poppy Street and 229th Lane Reconstruction Project – Pay Estimate No. 2
DATE: October 17, 2022

OVERVIEW:

Attached is Pay Estimate No. 2 for the Poppy Street and 229th Lane Reconstruction Project. This pay estimate includes payment for all of the work items completed to date. This estimate recommends payment of \$349,564.61. The payment is summarized by funding source below.

ACTION TO BE CONSIDERED:

Consider approval of Pay Estimate No. 2 for the Poppy Street and 229th Lane Reconstruction Project.

BUDGET IMPLICATION:

Poppy Street and 229th Lane is on the City's Municipal State Aid system therefore the street improvements for these streets can be paid for with Municipal State Aid funds. The portion of Poppy Street that is in Oak Grove will be financed by Oak Grove. The sewer and water improvements are not Municipal State aid eligible and will be financed by the Cities Sewer and Water Fund. A portion of this project will also be assessed to the benefiting property owners in accordance with the City's assessment policy. The funds discussed above are available and appropriate for this project. The cost breakdown per funding source for this pay estimate is as follows:

Description	Funding Source			
	Oak Grove	St. Francis State Aid		Sewer & Water Fund
		Poppy Street	229 th Lane	
Work Completed to Date	\$34,065.42	\$77,783.67	\$3,300.40	\$252,813.26
Less 5% Retainage	\$1,703.27	\$3,889.18	\$165.02	\$12,640.66
Less Previous Payments	\$15,647.80	\$25,203.79	\$22,762.89	\$58,365.70
Recommended Payment	\$32,362.14	\$73,894.49	\$3,135.38	\$240,172.60

Attachments:

- Pay Estimate No. 2

Contractor's Application for Payment No.		2
To (Owner):	City of St. Francis	Application Date: October 6, 2022
Project:	Poppy Street and 229th Lane Reconstruction Project	Via (Engineer): Hakanson Anderson
	Application Period: Through October 3, 2022	
	From (Contractor): Douglas-Kerr Underground, LLC	

Application For Payment

Change Order Summary


Approved Change Orders				
Number	Additions	Deductions		
			1. ORIGINAL CONTRACT PRICE.....	\$ \$1,012,799.97
			2. Net change by Change Orders.....	\$ \$0.00
			3. Current Contract Price (Line 1 ± 2).....	\$ \$1,012,799.97
			4. TOTAL COMPLETED AND STORED TO DATE	\$ \$496,362.94
			5. RETAINAGE:	\$
			a. 5% X Work Completed.....	\$ \$24,818.15
			b. 0% X Stored Material.....	\$ \$0.00
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ \$24,818.15
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ \$471,544.79
			7. LESS PREVIOUS PAYMENTS.....	\$ \$121,980.18
			8. AMOUNT DUE THIS APPLICATION.....	\$ \$349,564.61
TOTALS		\$0.00		
NET CHANGE BY				
CHANGE ORDERS		\$0.00		

Contractor's Certification

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

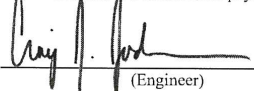
- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment 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: 10-10-22

ENGINEER: HAKANSON ANDERSON

Certification: We recommend payment for work and quantites shown.

 October 6, 2022
(Engineer) Date

OWNER: CITY OF ST. FRANCIS

(Owner) Date

PAY ESTIMATE #2
City of St. Francis
Poppy Street and 229th Lane Reconstruction Project

Base Bid (S.A.P. 223-120-002) - Poppy Street

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	0.16	LUMP SUM	\$ 30,714.00	\$ 4,914.24	0.16	\$ 4,914.24
2	CLEARING	8	EACH	\$ 300.00	\$ 2,400.00	12	\$ 3,600.00
3	GRUBBING	8	EACH	\$ 125.00	\$ 1,000.00	13	\$ 1,625.00
4	CLEARING	0.1	ACRE	\$ 25,000.00	\$ 2,500.00	0.1	\$ 2,500.00
5	GRUBBING	0.1	ACRE	\$ 5,000.00	\$ 500.00	0.1	\$ 500.00
6	REMOVE MAIL BOX SUPPORT	2	EACH	\$ 150.00	\$ 300.00	2	\$ 300.00
7	SAWING CONCRETE PAVEMENT - FULL DEPTH	1	LIN FT	\$ 4.20	\$ 4.20	2	\$ 8.40
8	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	41	LIN FT	\$ 3.00	\$ 123.00	41	\$ 123.00
9	REMOVE PIPE CULVERT	60	LIN FT	\$ 13.70	\$ 822.00	78	\$ 1,068.60
10	REMOVE CONCRETE CURB	11	LIN FT	\$ 4.55	\$ 50.05	25	\$ 113.75
11	REMOVE BITUMINOUS PAVEMENT	22	SQ YD	\$ 4.30	\$ 94.60	47	\$ 202.10
12	EXCAVATION - SUBGRADE	1007	CU YD	\$ 21.50	\$ 21,650.50		\$ -
13	DEWATERING	0.16	LUMP SUM	\$ 0.01	\$ 0.01		\$ -
14	SUBGRADE PREPARATION	5.5	ROAD STA	\$ 216.00	\$ 1,188.00		\$ -
15	WATER	28	M GALLON	\$ 75.70	\$ 2,119.60	8	\$ 605.60
16	AGGREGATE BASE CLASS 5	329	TON	\$ 14.55	\$ 4,786.95		\$ -
17	FULL DEPTH RECLAMATION	1479	SQ YD	\$ 3.75	\$ 5,546.25	1,479	\$ 5,546.25
18	HAUL FULL DEPTH RECLAMATION (LV)	427	CU YD	\$ 10.35	\$ 4,419.45		\$ -
19	MILL BITUMINOUS SURFACE (1.5")	10	SQ YD	\$ 8.45	\$ 84.50		\$ -
20	BITUMINOUS MATERIAL FOR TACK COAT	73	GALLON	\$ 4.30	\$ 313.90		\$ -
21	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) 3.0" THICK	68	SQ YD	\$ 41.60	\$ 2,828.80		\$ -
22	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	140	TON	\$ 80.45	\$ 11,263.00		\$ -
23	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	235	TON	\$ 71.80	\$ 16,873.00		\$ -
24	18" RC PIPE APRON	1	EACH	\$ 1,433.00	\$ 1,433.00	1	\$ 1,433.00
25	12" RC PIPE SEWER DESIGN 3006 CLASS V	339	LIN FT	\$ 51.40	\$ 17,424.60	339	\$ 17,424.60
26	18" RC PIPE SEWER DESIGN 3006 CLASS V	25	LIN FT	\$ 65.65	\$ 1,641.25	25	\$ 1,641.25
27	CASTING ASSEMBLY	3	EACH	\$ 817.00	\$ 2,451.00		\$ -
28	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	10.4	LIN FT	\$ 660.00	\$ 6,864.00	10.4	\$ 6,864.00
29	CONCRETE CURB AND GUTTER DESIGN B424	1092	LIN FT	\$ 18.35	\$ 20,038.20		\$ -
30	6" CONCRETE DRIVEWAY PAVEMENT	30	SQ YD	\$ 58.50	\$ 1,755.00		\$ -
31	MAIL BOX SUPPORT	2	EACH	\$ 225.00	\$ 450.00		\$ -
32	TRAFFIC CONTROL SUPERVISOR	0.16	LUMP SUM	\$ 1,500.00	\$ 240.00	0.16	\$ 240.00

S:\Municipal\Astfrancis\322\IC-CONSTRUCTION PHASE4-PAY ESTIMATES\SF322 - Pay Estimate

PE - 1

PAY ESTIMATE #2
City of St. Francis
Poppy Street and 229th Lane Reconstruction Project

Base Bid (S.A.P. 223-120-002) - Poppy Street (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
33	TRAFFIC CONTROL	0.16	LUMP SUM	\$ 2,450.00	\$ 392.00	0.16	\$ 392.00
34	SIGN TYPE C	5	SQ FT	\$ 90.00	\$ 450.00		\$ -
35	STABILIZED CONSTRUCTION EXIT	0.16	LUMP SUM	\$ 2,553.00	\$ 408.48		\$ -
36	EROSION CONTROL SUPERVISOR	0.16	LUMP SUM	\$ 2,725.00	\$ 436.00	0.16	\$ 436.00
37	STORM DRAIN INLET PROTECTION	3	EACH	\$ 171.00	\$ 513.00	5	\$ 855.00
38	SILT FENCE TYPE; MS	60	LIN FT	\$ 2.40	\$ 144.00	60	\$ 144.00
39	LOAM TOPSOIL BORROW	70	CU YD	\$ 38.50	\$ 2,695.00		\$ -
40	FERTILIZER TYPE 1	43	POUND	\$ 0.75	\$ 32.25		\$ -
41	SEEDING	0.14	ACRE	\$ 2,150.00	\$ 301.00		\$ -
42	HYDRAULIC BONDED FIBER MATRIX	501	POUND	\$ 1.50	\$ 751.50		\$ -
43	SEED, MIXTURE 25-121	17	POUND	\$ 5.45	\$ 92.65		\$ -
44	4" SOLID LINE MULTI-COMPONENT	546	LIN FT	\$ 0.45	\$ 245.70		\$ -
45	4" DOUBLE SOLID LINE MULTI-COMPONENT	500	LIN FT	\$ 0.90	\$ 450.00		\$ -
Total Base Bid (S.A.P. 223-120-002) - Poppy Street					\$ 142,990.67		\$ 50,536.79

Base Bid (S.A.P. 235-117-002) - Poppy Street

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	0.47	LUMP SUM	\$ 30,714.00	\$ 14,435.58	0.47	\$ 14,435.58
2	CLEARING	0.05	ACRE	\$ 25,000.00	\$ 1,250.00	0.05	\$ 1,250.00
3	GRUBBING	0.05	ACRE	\$ 5,000.00	\$ 250.00	0.05	\$ 250.00
4	REMOVE SIGN	12	EACH	\$ 40.00	\$ 480.00	12	\$ 480.00
5	REMOVE MAIL BOX SUPPORT	14	EACH	\$ 150.00	\$ 2,100.00	14	\$ 2,100.00
6	SALVAGE SIGN	5	EACH	\$ 40.00	\$ 200.00	5	\$ 200.00
7	SAWING CONCRETE PAVEMENT - FULL DEPTH	13	LIN FT	\$ 4.20	\$ 54.60	13	\$ 54.60
8	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	386	LIN FT	\$ 3.00	\$ 1,158.00	360	\$ 1,080.00
9	REMOVE PIPE CULVERT	591	LIN FT	\$ 13.70	\$ 8,096.70	146	\$ 2,000.20
10	REMOVE CATCH BASINS	2	EACH	\$ 610.00	\$ 1,220.00	2	\$ 1,220.00
11	REMOVE CONCRETE CURB	93	LIN FT	\$ 4.55	\$ 423.15	85	\$ 386.75
12	REMOVE CONCRETE PAVEMENT	16	SQ YD	\$ 8.05	\$ 128.80	16	\$ 128.80
13	REMOVE BITUMINOUS PAVEMENT	864	SQ YD	\$ 4.30	\$ 3,715.20	741	\$ 3,186.30
14	EXCAVATION - SUBGRADE	1635	CU YD	\$ 21.50	\$ 35,152.50		\$ -

PAY ESTIMATE #2
City of St. Francis
Poppy Street and 229th Lane Reconstruction Project

Base Bid (S.A.P. 235-117-002) - Poppy Street (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
15	DEWATERING	0.5	LUMP SUM	\$0.01	\$ 0.01		\$ -
16	SUBGRADE PREPARATION	11.3	ROAD STA	\$216.00	\$ 2,440.80		\$ -
17	WATER	78	M GALLON	\$ 75.70	\$ 5,904.60	18.5	\$ 1,400.45
18	AGGREGATE BASE CLASS 5	1047	TON	\$ 14.55	\$ 15,233.85		\$ -
19	FULL DEPTH RECLAMATION	3261	SQ YD	\$ 3.75	\$ 12,228.75	3,637	\$ 13,638.75
20	HAUL FULL DEPTH RECLAMATION (LV)	942	CU YD	\$ 10.35	\$ 9,749.70		\$ -
21	MILL BITUMINOUS SURFACE (1.5")	62	SQ YD	\$ 8.45	\$ 523.90		\$ -
22	BITUMINOUS MATERIAL FOR TACK COAT	250	GALLON	\$ 4.30	\$ 1,075.00		\$ -
23	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) 3.0" THICK	549	SQ YD	\$ 41.60	\$ 22,838.40		\$ -
24	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	305	TON	\$ 80.45	\$ 24,537.25		\$ -
25	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	510	TON	\$ 71.80	\$ 36,618.00		\$ -
26	12" CS PIPE APRON	4	EACH	\$ 520.00	\$ 2,080.00		\$ -
27	12" CS PIPE CULVERT	60	LIN FT	\$ 79.35	\$ 4,761.00		\$ -
28	12" RC PIPE SEWER DESIGN 3006 CLASS V	468	LIN FT	\$ 51.40	\$ 24,055.20	468	\$ 24,055.20
29	18" RC PIPE SEWER DESIGN 3006 CLASS V	38	LIN FT	\$ 65.65	\$ 2,494.70	38	\$ 2,494.70
30	SALVAGE SPRINKLER HEAD	30	EACH	\$ 60.00	\$ 1,800.00		\$ -
31	INSTALL SPRINKLER HEAD	30	EACH	\$ 60.00	\$ 1,800.00		\$ -
32	CASTING ASSEMBLY	15	EACH	\$ 817.00	\$ 12,255.00		\$ -
33	ADJUST FRAME AND RING CASTING	8	EACH	\$ 872.00	\$ 6,976.00		\$ -
34	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	4	EACH	\$ 1,739.00	\$ 6,956.00	4	\$ 6,956.00
35	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	30.5	LIN FT	\$ 660.00	\$ 20,130.00	33	\$ 21,780.00
36	5" CONCRETE WALK	8110	SQ FT	\$ 6.80	\$ 55,148.00		\$ -
37	6" CONCRETE WALK	1650	SQ FT	\$ 11.45	\$ 18,892.50		\$ -
38	8" CONCRETE WALK	91	SQ FT	\$ 6.65	\$ 605.15		\$ -
39	CONCRETE CURB AND GUTTER DESIGN B424	2206	LIN FT	\$ 18.35	\$ 40,480.10		\$ -
40	6" CONCRETE DRIVEWAY PAVEMENT	111	SQ YD	\$ 58.50	\$ 6,493.50		\$ -
41	8" CONCRETE DRIVEWAY PAVEMENT	9	SQ YD	\$ 68.00	\$ 612.00		\$ -
42	TRUNCATED DOMES	60	SQ FT	\$ 50.00	\$ 3,000.00		\$ -
43	MAIL BOX	1	EACH	\$ 50.00	\$ 50.00		\$ -
44	MAIL BOX SUPPORT	14	EACH	\$ 225.00	\$ 3,150.00		\$ -
45	TRAFFIC CONTROL SUPERVISOR	0.47	LUMP SUM	\$ 1,500.00	\$ 705.00	0.47	\$ 705.00
46	TRAFFIC CONTROL	0.47	LUMP SUM	\$ 2,450.00	\$ 1,151.50	0.47	\$ 1,151.50

S:\Municipal\Astfrancis\322\IC-CONSTRUCTION PHASE4-PAY ESTIMATES\SF322 - Pay Estimate

PE - 3

PAY ESTIMATE #2
City of St. Francis
Poppy Street and 229th Lane Reconstruction Project

Base Bid (S.A.P. 235-117-002) - Poppy Street (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
47	INSTALL SIGN	5	EACH	\$ 250.00	\$ 1,250.00		\$ -
48	SIGN TYPE C	35	SQ FT	\$ 90.00	\$ 3,150.00		\$ -
49	STABILIZED CONSTRUCTION EXIT	0.47	LUMP SUM	\$ 2,553.00	\$ 1,199.91		\$ -
50	EROSION CONTROL SUPERVISOR	0.47	LUMP SUM	\$ 2,725.00	\$ 1,280.75	0.47	\$ 1,280.75
51	STORM DRAIN INLET PROTECTION	9	EACH	\$ 171.00	\$ 1,539.00	11	\$ 1,881.00
52	SILT FENCE TYPE; MS	1212	LIN FT	\$ 2.40	\$ 2,908.80	916	\$ 2,198.40
53	LOAM TOPSOIL BORROW	350	CU YD	\$ 38.50	\$ 13,475.00		\$ -
54	FERTILIZER TYPE 1	167	POUND	\$ 0.75	\$ 125.25		\$ -
55	SODDING TYPE MINERAL	710	SQ YD	\$ 11.00	\$ 7,810.00		\$ -
56	SEEDING	0.37	ACRE	\$ 2,150.00	\$ 795.50		\$ -
57	HYDRAULIC BONDED FIBER MATRIX	1951	POUND	\$ 1.50	\$ 2,926.50		\$ -
58	SEED, MIXTURE 25-121	68	POUND	\$ 5.45	\$ 370.60		\$ -
59	4" SOLID LINE MULTI-COMPONENT	1131	LIN FT	\$ 0.45	\$ 508.95		\$ -
60	4" DOUBLE SOLID LINE MULTI-COMPONENT	1045	LIN FT	\$ 0.90	\$ 940.50		\$ -
Total Base Bid (S.A.P. 235-117-002) - Poppy Street					\$ 451,691.20		\$ 104,313.98

Base Bid (S.A.P. 235-147-001) - 229th Lane

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	0.11	LUMP SUM	\$ 30,714.00	\$ 3,378.54	0.11	\$ 3,378.54
2	CLEARING	0.05	ACRE	\$ 25,000.00	\$ 1,250.00	0.05	\$ 1,250.00
3	GRUBBING	0.05	ACRE	\$ 5,000.00	\$ 250.00	0.05	\$ 250.00
4	REMOVE SIGN	4	EACH	\$ 40.00	\$ 160.00	4	\$ 160.00
5	SALVAGE SIGN	2	EACH	\$ 40.00	\$ 80.00	2	\$ 80.00
6	SAWING CONCRETE PAVEMENT - FULL DEPTH	20	LIN FT	\$ 4.20	\$ 84.00	20.5	\$ 86.10
7	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	28	LIN FT	\$ 3.00	\$ 84.00	28	\$ 84.00
8	REMOVE CONCRETE CURB	73	LIN FT	\$ 4.55	\$ 332.15	76	\$ 345.80
9	REMOVE CONCRETE PAVEMENT	37	SQ YD	\$ 8.05	\$ 297.85	40	\$ 322.00
10	EXCAVATION - SUBGRADE	207	CU YD	\$ 21.50	\$ 4,450.50		\$ -
11	DEWATERING	0.11	LUMP SUM	\$ 0.01	\$ 0.01		\$ -
12	SUBGRADE PREPARATION	4.3	ROAD STA	\$ 216.00	\$ 928.80		\$ -
13	WATER	39	M GALLON	\$ 75.70	\$ 2,952.30		\$ -

PAY ESTIMATE #2
City of St. Francis
Poppy Street and 229th Lane Reconstruction Project

Base Bid (S.A.P. 235-147-001) - 229th Lane (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
14	AGGREGATE BASE CLASS 5	500	TON	\$ 14.55	\$ 7,275.00		\$ -
15	FULL DEPTH RECLAMATION	1151	SQ YD	\$ 3.75	\$ 4,316.25	1,151	\$ 4,316.25
16	HAUL FULL DEPTH RECLAMATION (LV)	208	CU YD	\$ 10.35	\$ 2,152.80		\$ -
17	MILL BITUMINOUS SURFACE (1.5")	18	SQ YD	\$ 8.45	\$ 152.10		\$ -
18	BITUMINOUS MATERIAL FOR TACK COAT	63	GALLON	\$ 4.30	\$ 270.90		\$ -
19	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	120	TON	\$ 80.45	\$ 9,654.00		\$ -
20	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	200	TON	\$ 71.80	\$ 14,360.00		\$ -
21	12" RC PIPE SEWER DESIGN 3006 CLASS V	66	LIN FT	\$ 51.40	\$ 3,392.40	66	\$ 3,392.40
22	CASTING ASSEMBLY	3	EACH	\$ 817.00	\$ 2,451.00		\$ -
23	ADJUST FRAME AND RING CASTING	1	EACH	\$ 872.00	\$ 872.00		\$ -
24	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	1	EACH	\$ 1,739.00	\$ 1,739.00	1	\$ 1,739.00
25	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	7.9	LIN FT	\$ 660.00	\$ 5,214.00	7.9	\$ 5,214.00
26	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	1	EACH	\$ 3,023.00	\$ 3,023.00	1	\$ 3,023.00
27	RANDOM RIPRAP CLASS III	9	CU YD	\$ 178.00	\$ 1,602.00	12	\$ 2,136.00
28	CONCRETE CURB AND GUTTER DESIGN SPECIAL	895	LIN FT	\$ 17.05	\$ 15,259.75		\$ -
29	6" CONCRETE DRIVEWAY PAVEMENT	33	SQ YD	\$ 58.50	\$ 1,930.50		\$ -
30	8" CONCRETE DRIVEWAY PAVEMENT	14	SQ YD	\$ 68.00	\$ 952.00		\$ -
31	TRAFFIC CONTROL SUPERVISOR	0.11	LUMP SUM	\$ 1,500.00	\$ 165.00	0.11	\$ 165.00
32	TRAFFIC CONTROL	0.11	LUMP SUM	\$ 2,450.00	\$ 269.50	0.11	\$ 269.50
33	INSTALL SIGN	2	EACH	\$ 250.00	\$ 500.00		\$ -
34	SIGN TYPE C	24	SQ FT	\$ 90.00	\$ 2,160.00		\$ -
35	STABILIZED CONSTRUCTION EXIT	0.11	LUMP SUM	\$ 2,553.00	\$ 280.83		\$ -
36	EROSION CONTROL SUPERVISOR	0.11	LUMP SUM	\$ 2,725.00	\$ 299.75	0.11	\$ 299.75
37	STORM DRAIN INLET PROTECTION	2	EACH	\$ 171.00	\$ 342.00	2	\$ 342.00
38	SILT FENCE TYPE; MS	154	LIN FT	\$ 2.40	\$ 369.60	170	\$ 408.00
39	LOAM TOPSOIL BORROW	97	CU YD	\$ 38.50	\$ 3,734.50		\$ -
40	FERTILIZER TYPE 1	40	POUND	\$ 0.75	\$ 30.00		\$ -
41	SEEDING	0.19	ACRE	\$ 2,150.00	\$ 408.50		\$ -
42	HYDRAULIC BONDED FIBER MATRIX	630	POUND	\$ 1.50	\$ 945.00		\$ -
43	SEED, MIXTURE 25-121	22	POUND	\$ 5.45	\$ 119.90		\$ -
Total Base Bid (S.A.P. 235-147-001) - 229th Lane					\$ 98,489.42		\$ 27,261.34

PAY ESTIMATE #2
City of St. Francis
Poppy Street and 229th Lane Reconstruction Project

Base Bid (Local Funding)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	0.26	LUMP SUM	\$ 30,714.00	\$ 7,985.64	0.26	\$ 7,985.64
2	REMOVE CASTING	7	EACH	\$ 187.00	\$ 1,309.00	3	\$ 561.00
3	REMOVE GATE VALVE AND BOX	6	EACH	\$ 338.00	\$ 2,028.00	6	\$ 2,028.00
4	REMOVE HYDRANT	3	EACH	\$ 451.00	\$ 1,353.00	3	\$ 1,353.00
5	SALVAGE HYDRANT	1	EACH	\$ 338.00	\$ 338.00	1	\$ 338.00
6	REMOVE WATERMAIN	947	LIN FT	\$ 13.90	\$ 13,163.30	812	\$ 11,286.80
7	DEWATERING	0.23	LUMP SUM	\$ 0.01	\$ 0.01		\$ -
8	4" PVC PIPE SEWER	40	LIN FT	\$ 38.30	\$ 1,532.00	11	\$ 421.30
9	8" PVC PIPE SEWER	55	LIN FT	\$ 62.50	\$ 3,437.50	65	\$ 4,062.50
10	ADJUST SANITARY SEWER MANHOLE	1	EACH	\$ 1,784.00	\$ 1,784.00	1	\$ 1,784.00
11	CONNECT TO EXISTING MANHOLE (SAN)	1	EACH	\$ 2,039.00	\$ 2,039.00	1	\$ 2,039.00
12	CONNECT TO EXISTING STORM SEWER	1	EACH	\$ 2,740.00	\$ 2,740.00	1	\$ 2,740.00
13	CONNECT TO EXISTING DRAINAGE STRUCTURE	1	EACH	\$ 1,713.00	\$ 1,713.00	1	\$ 1,713.00
14	8" PIPE PLUG	1	EACH	\$ 276.00	\$ 276.00	1	\$ 276.00
15	CLEAN AND VIDEO TAPE PIPE SEWER	55	LIN FT	\$ 17.25	\$ 948.75		\$ -
16	WATERMAIN SYSTEM	1	LUMP SUM	\$ 4,840.00	\$ 4,840.00	1	\$ 4,840.00
17	TEMPORARY WATER SERVICE	10	EACH	\$ 1,023.00	\$ 10,230.00	10	\$ 10,230.00
18	RECONNECT WATER SERVICE	10	EACH	\$ 140.00	\$ 1,400.00	10	\$ 1,400.00
19	CONNECT TO EXISTING WATERMAIN	4	EACH	\$ 1,611.00	\$ 6,444.00	4	\$ 6,444.00
20	HYDRANT	3	EACH	\$ 6,188.00	\$ 18,564.00	3	\$ 18,564.00
21	INSTALL HYDRANT	1	EACH	\$ 1,973.00	\$ 1,973.00	1	\$ 1,973.00
22	1" CORPORATION STOP	13	EACH	\$ 1,058.00	\$ 13,754.00	13	\$ 13,754.00
23	2" CORPORATION STOP	1	EACH	\$ 1,590.00	\$ 1,590.00	1	\$ 1,590.00
24	6" GATE VALVE AND BOX	6	EACH	\$ 2,651.00	\$ 15,906.00	6	\$ 15,906.00
25	8" GATE VALVE AND BOX	6	EACH	\$ 3,965.00	\$ 23,790.00	6	\$ 23,790.00
26	1" CURB STOP AND BOX	13	EACH	\$ 1,264.00	\$ 16,432.00	13	\$ 16,432.00
27	2" CURB STOP AND BOX	1	EACH	\$ 1,830.00	\$ 1,830.00	1	\$ 1,830.00
28	HYDRANT RISER	2	LIN FT	\$ 1,528.00	\$ 3,056.00		\$ -
29	1" TYPE PE PIPE	500	LIN FT	\$ 7.35	\$ 3,675.00	462.5	\$ 3,399.38
30	2" TYPE PE PIPE	30	LIN FT	\$ 10.60	\$ 318.00	36.5	\$ 386.90
31	6" WATERMAIN DUCTILE IRON CL 52	145	LIN FT	\$ 61.90	\$ 8,975.50	146	\$ 9,037.40
32	8" PVC WATERMAIN	1417	LIN FT	\$ 62.80	\$ 88,987.60	1,431	\$ 89,866.80

S:\Municipal\StFrancis\322\IC-CONSTRUCTION PHASE4-PAY ESTIMATES\SF322 - Pay Estimate

PE - 6

PAY ESTIMATE #2
City of St. Francis
Poppy Street and 229th Lane Reconstruction Project

Base Bid (Local Funding) (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
33	4" POLYSTYRENE INSULATION	11	SQ YD	\$ 41.75	\$ 459.25	4	\$ 167.00
34	DUCTILE IRON FITTINGS	1193	POUND	\$ 13.45	\$ 16,045.85	1,540	\$ 20,713.00
35	TRAFFIC CONTROL SUPERVISOR	0.26	LUMP SUM	\$ 1,500.00	\$ 390.00	0.26	\$ 390.00
36	TRAFFIC CONTROL	0.26	LUMP SUM	\$ 2,450.00	\$ 637.00	0.26	\$ 637.00
37	SIGN PANEL SPECIAL	12	SQ FT	\$ 65.00	\$ 780.00		\$ -
38	STABILIZED CONSTRUCTION EXIT	0.26	LUMP SUM	\$ 2,553.00	\$ 663.78		\$ -
39	EROSION CONTROL SUPERVISOR	0.26	LUMP SUM	\$ 2,725.00	\$ 708.50	0.26	\$ 708.50
Total Base Bid (Local Funding)					\$ 282,096.67		\$ 278,647.22

Alternate Bid (Local Funding)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	REMOVE MANHOLE	1	EACH	\$ 947.00	\$ 947.00	1	\$ 947.00
2	REMOVE FORCE MAIN	52	LIN FT	\$ 13.05	\$ 678.60	52	\$ 678.60
3	DEWATERING	1	LUMP SUM	\$ 0.01	\$ 0.01	1	\$ 0.01
4	6" PVC PIPE SEWER	66	LIN FT	\$ 40.40	\$ 2,666.40	85	\$ 3,434.00
5	8" PVC PIPE SEWER	252	LIN FT	\$ 48.10	\$ 12,121.20	252	\$ 12,121.20
6	CONNECT TO EXISTING MANHOLE (SAN)	1	EACH	\$ 2,589.00	\$ 2,589.00	1	\$ 2,589.00
7	CONNECT TO EXISTING FORCEMAIN	1	EACH	\$ 838.00	\$ 838.00	1	\$ 838.00
8	CONNECT TO EXISTING SANITARY SEWER SERVICE	1	EACH	\$ 386.00	\$ 386.00	2	\$ 772.00
9	6" PVC PIPE CAP	1	EACH	\$ 351.00	\$ 351.00	2	\$ 702.00
10	8" PVC PIPE CAP	5	EACH	\$ 176.00	\$ 880.00	5	\$ 880.00
11	8" BY 6" PVC WYE	2	EACH	\$ 1,827.00	\$ 3,654.00	2	\$ 3,654.00
12	CLEAN AND VIDEO TAPE PIPE SEWER	200	LIN FT	\$ 0.01	\$ 2.00		\$ -
13	6" PVC FORCE MAIN	18	LIN FT	\$ 34.90	\$ 628.20	28	\$ 977.20
14	CASTING ASSEMBLY	2	EACH	\$ 1,890.00	\$ 3,780.00		\$ -
15	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	15.8	LIN FT	\$ 507.00	\$ 8,010.60	15.8	\$ 8,010.60
Total Alternate Bid (Local Funding)					\$ 37,532.01		\$ 35,603.61

**PAY ESTIMATE #2
City of St. Francis
Poppy Street and 229th Lane Reconstruction Project**

Total Base Bid (S.A.P. 223-120-002) - Poppy Street	\$142,990.67	\$50,536.79
Total Base Bid (S.A.P. 235-117-002) - Poppy Street	\$451,691.20	\$104,313.98
Total Base Bid (S.A.P. 235-147-001) - 229th Lane	\$98,489.42	\$27,261.34
Total Base Bid (Local Funding)	\$282,096.67	\$278,647.22
Total Alternate Bid (Local Funding)	\$37,532.01	\$35,603.61
TOTAL	\$1,012,799.97	\$496,362.94



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: Resolution Calling for Hearing on the Poppy Street and 229th Lane Reconstruction Project
DATE: October 17, 2022

OVERVIEW:

Per Minnesota Statutes 429, the council must conduct an assessment hearing to pass on the proposed project assessments to the benefiting property owners. The purpose of the assessment hearing is to give property owners an opportunity to express their comments and concerns about the actual assessment. The assessment hearing is proposed to be November 21, 2022 at 6:00 p.m.

ACTION TO BE CONSIDERED:

Approval of Resolution 2022-55 Resolution for Hearing on Proposed Assessments for the Poppy Street and 229th Lane Reconstruction Project.

BUDGET IMPLICATION:

Preliminary assessments were presented at the Improvement Hearing on May 16, 2022. Final assessments will be calculated and presented at the Assessment Hearing. As required by Minnesota Statutes 429 assessment hearing notices along with the proposed assessment amount will be mailed to the benefiting property owners.

Attachments:

- RESOLUTION 2022-55 RESOLUTION FOR HEARING ON PROPOSED ASSESSMENTS FOR THE POPPY STREET and 229TH LANE RECONSTRUCTION PROJECT

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

RESOLUTION 2022-55

A RESOLUTION FOR HEARING ON PROPOSED ASSESSMENTS FOR THE POPPY STREET AND 229TH LANE RECONSTRUCTION PROJECT

WHEREAS, the City Engineer was directed to prepare a proposed assessment of the cost for the Poppy Street and 229th Lane Reconstruction Project, and

WHEREAS, the clerk has notified the council that such proposed assessment has been completed and filed in her office for public inspection,

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

1. A hearing shall be held at 6:00 p.m. on November 21, 2022 to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The city clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement. She shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City of St. Francis Clerk, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. An owner may at any time thereafter, pay to the City of St. Francis Clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 17TH DAY OF OCTOBER, 2022.

APPROVED:

ATTEST:

Jennifer Wida, City Clerk

Steven D. Feldman, Mayor



CITY COUNCIL AGENDA REPORT

TO: Colette Baumgardner, Community Development Director
FROM: Craig Jochum, City Engineer
SUBJECT: Turtle Ponds 4th Addition Letter of Credit Reduction
DATE: October 17th, 2022

OVERVIEW:

The City has previously approved the Turtles Pond 4th Addition development and it is currently under construction. As a provision of the Development Agreement, the City requires that the Developer establish a financial security to guaranty the performance of the work.

The Development Agreement also allows the Developer to apply to the City Council for a reduction of the financial security from time to time based on work completed.

In accordance with the Development Agreement, the Developer has requested a reduction in the financial security based on work completed to date. We have reviewed the project status and recommend that the Letter of Credit may be reduced at this time.

ACTION TO BE CONSIDERED:

City Council approval of the Letter of Credit reduction to \$303,000 based on work completed to date.

BUDGET IMPLICATION:

None. All development costs are borne by the Developer.

Attachments:

- Turtle Ponds 4th Addition Letter of Credit Reduction Recommendation Letter

October 12, 2022

Colette Baumgardner, Community Development Director
City of St. Francis
23340 Cree Street NW
St. Francis, MN 55070

RE: Turtle Ponds 4th Addition
Financial Security Reduction

Dear Mrs. Baumgardner:

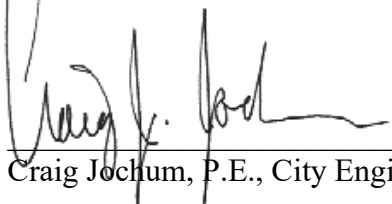
We have reviewed the status of the above-referenced development. At this time, the public improvements have not been accepted by the City. We would summarize the project as follows:

1. The grading has been substantially completed. However, establishment of turf and maintenance of erosion control remains.
2. The sanitary sewer has been constructed and is substantially complete. However, testing remains to be completed.
3. The watermain has been partially installed.
4. The streets and storm sewer remain to be constructed.

Based on the status of the project as summarized above we recommend that the Financial Security may be reduced to \$303,000 at this time.

If you have any questions please call me at 763-427-5860.

Sincerely,
Hakanson Anderson



Craig Jochum, P.E., City Engineer

cc: Darcy Mulvihill, Finance Director
Kate Thunstrom, City Administrator
Shane Nelson, P.E., Assistant City Engineer
Greg Chaffin, Bluewaters Companies, Inc.
Aaron Briski, Developer's Engineer

**Turtles Pond 4th Addition
Schedule of Remaining Work
October 12, 2022**

Agenda Item # 4G.

Description	Value
10% of Sanitary Sewer Pending As-Builts / Punchlist / Walk Thru / Casting Adjustments	\$11,000.00
Watermain	\$22,000.00
Storm Sewer	\$45,800.00
Streets	\$155,600.00
Restoration and Erosion Control	\$8,000.00
 Estimated Remaining Construction Cost	 \$242,400.00
Required LOC (150%) *	\$303,000.00



CITY COUNCIL AGENDA
REPORT

TO: Colette Baumgardner, Community Development Director
FROM: Craig Jochum, City Engineer
SUBJECT: Turtle Ponds 5th Addition Letter of Credit Reduction
DATE: October 17, 2022

OVERVIEW:

The City has previously approved the Turtles Pond 5th Addition development and it is currently under construction. As a provision of the Development Agreement, the City requires that the Developer establish a financial security to guaranty the performance of the work.

The Development Agreement also allows the Developer to apply to the City Council for a reduction of the financial security from time to time based on work completed.

In accordance with the Development Agreement, the Developer has requested a reduction in the financial security based on work completed to date. We have reviewed the project status and recommend that the Letter of Credit may be reduced at this time.

ACTION TO BE CONSIDERED:

City Council approval of the Letter of Credit reduction to \$45,000 based on work completed to date.

BUDGET IMPLICATION:

None. All development costs are borne by the Developer.

Attachments:

- Turtle Ponds 5th Addition Letter of Credit Reduction Recommendation Letter

October 12, 2022

Colette Baumgardner, Community Development Director
City of St. Francis
23340 Cree Street NW
St. Francis, MN 55070

RE: Turtle Ponds 5th Addition
Financial Security Reduction

Dear Mrs. Baumgardner:

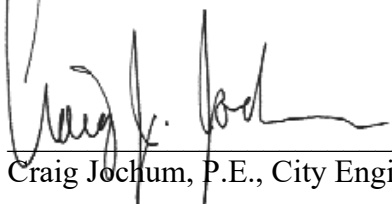
We have reviewed the status of the above-referenced development. At this time, the public improvements have not been accepted by the City. We would summarize the project as follows:

1. The grading has been substantially completed. However, establishment of turf and maintenance of erosion control remains.
2. The sanitary sewer service remains to be completed.
3. The water service remains to be completed.
4. The sidewalk remains to be completed.

Based on the status of the project as summarized above we recommend that the Financial Security may be reduced to \$45,000 at this time.

If you have any questions please call me at 763-427-5860.

Sincerely,
Hakanson Anderson



Craig Jochum, P.E., City Engineer

cc: Darcy Mulvihill, Finance Director
Kate Thunstrom, City Administrator
Shane Nelson, P.E., Assistant City Engineer
Greg Chaffin, Bluewaters Companies, Inc.
Aaron Briski, Developer's Engineer

**Turtles Pond 5th Addition
Schedule of Remaining Work
October 12, 2022**

Agenda Item # 4H.

Description	Value
Sanitary Sewer	\$18,700.00
Watermain	\$4,300.00
Storm Sewer	\$4,700.00
Grading and Erosion Control	\$5,900.00
Sidewalk	\$2,400.00
 Estimated Remaining Construction Cost	 \$36,000.00
Required LOC (125%) *	\$45,000.00



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Todd Schwieger, Police Chief
SUBJECT: Embedded Systems Contract Renewal
DATE: October 17, 2022

OVERVIEW:

Embedded Systems, Inc. provides warning siren maintenance for three warning sirens within the City of St. Francis located at Roanoke St/Ambassador Blvd, 23248 Woodbine St. and Edgewild Park at 1800 242nd Ave. The maintenance contract consists of repairing and maintaining the electronic/communication side of the sirens. Embedded Systems performs daily communication testing to assure the sirens are operating properly. The contract also includes decoder battery replacement every 3 years.

ACTION TO BE CONSIDERED:

The renewal of the contract with Embedded Systems, Inc. to continue to provide warning siren maintenance for the City of St. Francis in 2023.

BUDGET IMPLICATION:

The Embedded Systems, Inc. monthly maintenance fee of \$48.43 per siren per month (\$1,743.48 annually) is a slight increase over the previous year per siren rate of \$46.12 for a total annual increase of \$83.16. Siren maintenance fees are paid for out of the police department budget.

Attachments:

- Embedded Systems Contract Renewal

Embedded Systems, Inc.

Tel. (763) 757-3696
www.embedsys.com

11931 Hwy 65 NE, Minneapolis, MN 55434

Fax: (763) 767-2817
btorkelson@embedsys.com

Contract Renewal

September 27, 2022

City of St. Francis
Accounts Payable
23340 Cree Street NW
St. Francis, MN 55070

We are at the end of another tornado season. Embedded Systems, Inc. has provided our best service toward maintaining the tornado sirens for your city for the past several years. We would be very pleased to continue to provide Tornado Siren Maintenance for your city.

The Monthly Siren Maintenance Fee for 2023 will be **\$48.43** per siren, per month.

The decoder batteries for your city were replaced in 2021 for preventive maintenance. Battery replacement will occur once every 2 years for Hennepin County and once every three years for Anoka County for all units maintained by Embedded Systems under the original maintenance agreement, including those batteries which may have been replaced since the last scheduled replacement because of failure.

We are asking that you please sign and return this contract renewal to us before **November 25, 2022** to enable us to continue to provide our best service through the end of 2023. Feel free to fax the signed contract renewal to (763) 767-2817 or email it to phowe@embedsys.com.

Thank you for your business and we look forward to servicing your needs through the next year. If you have any questions, feel free to contact me directly.

Thank you,

Peggy Howe
Embedded Systems, Inc.

Contract terms accepted:

Signature	Date
<hr/>	
Phone	
<hr/>	
Email	
<hr/>	

For continuation of services through the end of the year 2023



CITY COUNCIL AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Brunton Contract for Services
DATE: October 17, -2022

OVERVIEW:

City continues to move forward with the process of a City Hall and Fire Station in which the next step is a design and bid phase.

The public hearing for the building financial needs was held on 10/03/2022 and to date no comment has been received. This comment period continues to 11/02/2022.

Staff is working on the public education including information at the Fire Dept. French Toast breakfast and a website page dedicated to this project.

ACTION TO BE CONSIDERED:

Council to review and approve AIA Document between St. Francis and Brunton Architects for the design of a City Hall and Fire Station structure.

BUDGET IMPLICATION:

8% of the cost of work as identified in Section - 11 of the contract and further broken down by phases. Flexibility lies within the step percentages as identified in 11.5.

Attachments:

- St. Francis and Brunton Final Contract
- Design Process
- Exhibit A – Hourly Rate Structure



AIA® Document B104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighth day of September in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of St. Francis
23340 Cree Street NW
St. Francis, Minnesota 55070
Telephone Number: 763-753-2630

and the Architect:
(Name, legal status, address and other information)

Brunton Architects & Engineers S - Corporation
225 Belgrade Ave
North Mankato, MN 56003

for the following Project:
(Name, location and detailed description)

New City Hall / Fire Station
Bridge St
St. Francis, Minnesota, 55070

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

This contract includes provisions for professional design services required to design a precast concrete building for a City Hall / Fire Station located at the corner of Bridge Street and Ambassador Blvd in St Francis, MN. The building design includes apparatus bays, offices, hose tower, fitness room, community use space, training room, kitchen, restrooms, and supporting rooms. Approximate size of building is 34,000 GSF.

al

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying

Init.

party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Commercial General Liability with policy limits of not less than One Million Dollars and no cents (\$1,000,000) for each occurrence and Two Million Dollars and no cents (\$2,000,000) in the aggregate for bodily injury and property damage.

.2 Automobile Liability

Policy limits of not less than One Million Dollars and no cents (\$1,000,000) per claim and One Million Dollars and no cents (\$1,000,000) in the aggregate for bodily injury and property damage along with any statutorily required coverage.

.3 Workers' Compensation

Statutory limits and Employers Liability with policy limits of not less than Five Hundred Thousand Dollars and no cents (\$500,000).

.4 Professional Liability

Professional liability covering negligent acts, errors and omissions in the performance of professional services with the policy limits of not less than Two Million Dollars and no cents (\$2,000,000).

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be

responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

Exhibit A rates are valid for 12 months from date of this agreement.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services Twelve (12) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the

Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising

from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

Init.

Claims or disputes with a monetary value of \$50,000.00 or less shall be resolved by arbitration. Claims or disputes with a monetary value greater than above shall be resolved by litigation in court of competent jurisdiction.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be discussed at time of resuming services and agreed upon based on current market rates and amount of remaining work.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be discussed at time of resuming services and agreed upon based on current market rates and amount of remaining work.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

Init.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)
- .2 Percentage Basis
(Insert percentage value)

Eight (8) % of the Cost of the Work, as calculated in accordance with Section 11.6.

After receipt of bids, billings will be adjusted to reflect actual "Cost of Work". "Cost of Work" includes the development of the Bid Alternatives (whether accepted or not), as well as "Added Cost" Change Orders addressed during the construction phase and shall be billed at 8% of the accepted Bid (for all "Added Cost" itemized Alternatives) and Cost of Work (for Change Orders).

- .3 Pre-Design Architectural Professional Services

(Describe the method of compensation)

Pre-Design efforts to date will be credited towards the design fee.

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation shall be based on the Architects current cost rates- See Exhibit A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional Services compensation shall be based on the Architects current cost rates- See Exhibit A

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty-Five	percent (25	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents	Forty-Five	percent (45	%)
Bidding & Negotiation	Five	percent	5	%
Construction Administration	Five	percent	5	%
<i>(Rows deleted)</i>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit A- 2022 Brunton Architects & Engineers Hourly rates

Employee or Category

Rate

Init.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of Ten Thousand Dollars (\$ 10,000.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5% % Monthly

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

Init.

- .1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this agreement.)
- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit A- 2022 Brunton Architects & Engineers Hourly rates
- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)


ARCHITECT (Signature)

Steve Feldman Mayor
(Printed name and title)

Corey Brunton, President / CEO
(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B104™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:14:22 ET on 10/03/2022.

PAGE 1

AGREEMENT made as of the Eighth day of September in the year 2022

...

City of St. Francis
23340 Cree Street NW
St. Francis, Minnesota 55070
Telephone Number: 763-753-2630

...

Brunton Architects & Engineers S - Corporation
225 Belgrade Ave
North Mankato, MN 56003

...

(Name, location and detailed description)

New City Hall / Fire Station
Bridge St
St. Francis, Minnesota, 55070

PAGE 2

This contract includes provisions for professional design services required to design a precast concrete building for a City Hall / Fire Station located at the corner of Bridge Street and Ambassador Blvd in St Francis, MN. The building design includes apparatus bays, offices, hose tower, fitness room, community use space, training room, kitchen, restrooms, and supporting rooms. Approximate size of building is 34,000 GSF.

al

PAGE 3

Commercial General Liability with policy limits of not less than One Million Dollars and no cents (\$1,000,000) for each occurrence and Two Million Dollars and no cents (\$2,000,000) in the aggregate for bodily injury and property damage.

...

Policy limits of not less than One Million Dollars and no cents (\$1,000,000) per claim and One Million Dollars and no cents (\$1,000,000) in the aggregate for bodily injury and property damage along with any statutorily required coverage.

...

Statutory limits and Employers Liability with policy limits of not less than Five Hundred Thousand Dollars and no cents (\$500,000).

...

Professional liability covering negligent acts, errors and omissions in the performance of professional services with the policy limits of not less than Two Million Dollars and no cents (\$2,000,000).

PAGE 6

Exhibit A rates are valid for 12 months from date of this agreement.

...

§ 4.2.2 The Architect has included in Basic Services Twelve (12) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

...

§ 4.2.4 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 9

☒ Litigation in a court of competent jurisdiction

PAGE 10

Claims or disputes with a monetary value of \$50,000.00 or less shall be resolved by arbitration. Claims or disputes with a monetary value greater than above shall be resolved by litigation in court of competent jurisdiction.

...

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

...

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted, discussed at time of resuming services and agreed upon based on current market rates and amount of remaining work.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted, discussed at time of resuming services and agreed upon based on current market rates and amount of remaining work.

...

.1 — Termination Fee:

.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

PAGE 11

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. ~~The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.~~ This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

...

(~~Eight (8)~~) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

~~3~~ ~~Other~~ After receipt of bids, billings will be adjusted to reflect actual "Cost of Work". "Cost of Work" includes the development of the Bid Alternatives (whether accepted or not), as well as "Added Cost" Change Orders addressed during the construction phase and shall be billed at 8% of the accepted Bid (for all "Added Cost" itemized Alternatives) and Cost of Work (for Change Orders).

.3 Pre-Design Architectural Professional Services

PAGE 12

Pre-Design efforts to date will be credited towards the design fee.

...

Compensation shall be based on the Architects current cost rates- See Exhibit A

...

Additional Services compensation shall be based on the Architects current cost rates- See Exhibit A

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (— %), or as follows: Architect.

...

<u>Schematic Design Phase</u>	<u>Twenty-Five</u>	<u>percent (</u>	<u>25</u>	<u>%)</u>
<u>Design Development Phase</u>	<u>Twenty</u>	<u>percent (</u>	<u>20</u>	<u>%)</u>
<u>Construction DocumentsPhase</u>	<u>Forty-Five</u>	<u>percent (</u>	<u>45</u>	<u>%)</u>
<u>Bidding & Negotiation</u>	<u>Five</u>	<u>percent</u>	<u>5</u>	<u>%</u>
<u>Construction Administration</u>	<u>Five</u>	<u>percent</u>	<u>5</u>	<u>%</u>
<u>Construction Phase</u>		<u>percent (</u>		<u>%)</u>

...

Exhibit A- 2022 Brunton Architects & Engineers Hourly rates

PAGE 13

- ~~.7~~ ~~Renderings, physical~~ Physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- ~~.8~~ Expense of ~~professional liability insurance dedicated exclusively to this Project or the expense of~~ additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- ~~.9~~ All taxes levied on professional services and on reimbursable expenses;
- ~~.10~~ ~~Site office~~ expenses; and

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (— %) of the expenses incurred consultants.

...

An initial payment of Ten Thousand Dollars (\$ 10,000.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1.5% % Monthly

PAGE 14

Exhibit A- 2022 Brunton Architects & Engineers Hourly rates

...

Steve Feldman Mayor

Corey Brunton, President / CEO

EXHIBIT A

BRUNTON ARCHITECTS & ENGINEERS 2022 HOURLY BILLING RATES

Senior Architect/Principal	\$214.00
Senior Project Architect	\$156.00
Project Manager	\$145.00
Project Architect	\$144.00
Sr. Mechanical Engineer	\$185.00
Mechanical Engineer	\$173.00
Electrical Engineer	\$165.00
Senior Architectural Technician	\$127.00
Architectural Technician	\$116.00
Mechanical Technician	\$116.00
Senior Interior Designer	\$121.00
Interior Designer	\$ 88.00
Clerical	\$ 88.00
Mileage Charge	\$ 00.625 per mile
Consultants	1.10 times cost
Printing and Reproduction	1.10 times cost
Postage	1.10 times cost

SCOPE OF SERVICES

SCHEMATIC DESIGN PHASE

- The development of concept floor plans, a site plan, and exterior/design aesthetics will be developed based on the approved scope. In addition, design solutions will be provided for exterior elevation studies.
- Exterior renderings will be produced for review and approval by your project representatives.
- Building code analysis and review of site requirements.
- Hold a meeting for review and approval of the Schematic Design Phase documents and drawings with associated costs.

DESIGN DEVELOPMENT PHASE

- Prepare necessary drawings to convey the next level of detail based on the approved Schematic Design Phase. Brunton Architects & Engineers will refine the design, prepare draft specifications, and prepare color and material options for your review and approval.
- Coordination with the civil, structural, mechanical, electrical, and plumbing design teams.
- Develop interior design concepts for review and approval with your project representatives.
- Refine the Opinion of Probable Cost to reflect the construction costs of the project more specifically.

CONSTRUCTION DOCUMENTATION PHASE

- Preparation and coordination of detailed architectural, interiors, structural, mechanical, civil, and electrical plan and specification drawings in preparation for permit review and City approval.
- Final construction documents meeting for review and approval with your project representatives.
- Refine the Opinion of Probable Cost to reflect the construction cost of the project.
- Final Review of the International Building Code and Minnesota State Building and ADA accessibility code compliance.

BIDDING PROCESS

- Provide Bidding Services to ensure compliance with construction documents.
- Prepare required addenda, as necessary, during bidding.
- Assist in the review of bid results and preparing construction contracts.

CONSTRUCTION ADMINISTRATION PHASE

- Provide Construction Administration services for overseeing the construction phase and for compliance with the approved building permit and construction documents.
- Site visits to ensure compliance with construction documents.
- Provide a review of all submitted architectural and engineering shop drawing submittals.
- Generate a list of items in need of repair / replacement at project close out.
- Perform 1-year walk-through with you (12 months from date of completion) to verify that the finished product continues to meet your expectations.

* Services are not necessarily sequential, and will be staggered as necessary to issue separate bid packages.



CITY COUNCIL AGENDA REPORT

TO: City Administrator, Kate Thunstrom
FROM: Public Works Director, Paul Carpenter
SUBJECT: Rink Management
DATE: October 17, 2022

OVERVIEW:

Last year, we had a successful 51-day skating season. This season we again have The St Francis Home Run Club, an Insured Local Non Profit Charitable Organization that would like to manage the warming house. They provide rink attendants, care for the rinks/facility, provide snow removal for the facility for a fee and provide snack vending with a small portion of the proceeds coming back to the City to cover any additional cost we may incur. Our Public Works Team will work with the organization to flood and maintain the ice. We are proposing a 51-day season (closed Christmas Day). This will run from 12-23-2022 thru 2-12-2023, weather permitting. The time selected for this season will allow ice making to happen during what should be the "optimum weather period", thus further reducing the amount of man hours it will take to make and maintain the ice. Of course, only if the weather permits.

ACTION TO BE CONSIDERED:

A motion to authorize the Mayor to sign Management Agreement entering the City into a contract with The St Francis Home Run Club to manage the outdoor Ice Skating Facility.

BUDGET IMPLICATION:

The payment the Home Run Club would receive is approximately \$7,373.58 weather permitting. This is based on a 51-day season (12-23-2022 thru 2-12-2023). This is a budgeted item and would be paid out of our Parks operation and maintenance budget.

Attachments:

- Management Contract

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT is made and entered into this 17th day of October, 2022, by and between the City of St. Francis, a Minnesota municipal corporation (the “City”), and St Francis Homerun Club, a Minnesota Nonprofit 501 C3 Charitable Organization (the “Contractor”).

WHEREAS, Contractor is in the business of providing management services at recreational facilities including ice arenas and outdoor skating rinks; and

WHEREAS, the City desires to retain the services of Contractor to manage its outdoor skating rinks.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **MANAGEMENT SERVICES.** The City hereby retains Contractor to provide management services at the City’s outdoor skating rinks. In connection with the foregoing, Contractor shall be responsible for the following:
 - (A) Contractor shall provide all operational staff and shall be exclusively responsible for the management of such personnel and the payment of all wages and withholdings in connection therewith. Contractor shall provide site-specific training to all staff members with a focus on providing excellent customer service.
 - (B) Contractor shall maintain all ice surfaces and keep the same free from snow and debris.
 - (C) Contractor shall keep all walkways free from ice and snow.
 - (D) Contractor shall clean and maintain the interior of the warming house and provide all supplies in connection therewith. Contractor’s duties shall include, without limitation, vacuuming, cleaning bathrooms, cleaning windows, restocking toilet paper, hand soap, and hand towels, and providing basic first aid supplies.
 - (E) Contractor shall keep all outdoor areas free from trash and debris.
 - (F) Contractor shall ensure that all City ordinances, rules, and regulations are followed and enforced.
 - (G) Contractor shall ensure that the ice rinks are used only by members of the public and for no private purpose or event without the City’s prior written consent.
 - (H) Contractor shall immediately notify the City in the event repairs are required to any building, equipment, or area.

- (I) Contractor shall secure all buildings and equipment when not in use and will be liable for any damages, thefts or other costs resulting from the failure to properly secure any building or equipment.
- (J) Contractor shall manage and take full responsibility for all concession activities, including obtaining all necessary licenses and permits and providing all concession merchandise and supplies. On a monthly basis, Contractor shall provide the City with a written report showing concession revenues, product costs, and the gross margin for each month. Along with such report, Contractor shall pay the City an amount equal to ten percent (10%) of the gross margin shown on such report. Contractor shall be entitled to retain the balance of concession proceeds, which amounts shall be in addition to the Management Fee paid hereunder.
- (K) Contractor shall ensure that any costs incurred in connection with the maintenance or operation of the ice rinks, above and beyond the Management Fee, are within budgeted amounts or otherwise approved in advance by the City.

2. CITY RESPONSIBILITIES. Notwithstanding any language in this Agreement to the Contrary, the City shall be responsible for the following:

- (A) The City shall perform all building and grounds repairs.
- (B) The City shall plow all parking areas.
- (C) The City shall provide basic utilities, including water, sewer, garbage, and local phone service (no long distance).
- (D) The City shall provide one (1) handicapped-accessible toilet (mini-biff) and shall be responsible for cleaning and maintaining the same.
- (E) The City shall provide blue hand towel service.
- (F) The City's Public Works Department shall work with the Contractor to make ice for the purpose of skating as weather and time permits. The Contractor must have all snow and debris removed from the ice surface before City Staff will attempt to make ice.

3. MANAGEMENT FEE.

- (A) For all services provided pursuant to this Agreement, the City shall pay Contractor the sum of One Hundred Forty Four and 58/100 Dollars (\$144.58) per day of open operation (the "Management Fee").
- (B) Contractor acknowledges and agrees that the Management Fee shall constitute Contractor's entire compensation hereunder. All expenses of every kind incurred by Contractor in its performance under this Agreement shall be the sole responsibility of and be promptly paid by Contractor.

- (C) All keys, property, and equipment must be returned by Contractor and a final inspection/inventory of the property must be performed by the City prior to the payment of the final installment of the Management Fee.

4. TERM. The term of this Agreement will be for the duration of the 2022-2023 ice skating season, which is anticipated to run approximately 51 days from **December 23rd, 2022**, through **February 12th, 2023**, weather permitting (closed Christmas Day). Notwithstanding the foregoing, this Agreement may be terminated at any time:

- (A) Upon the mutual written agreement of the parties;
- (B) By the City in the event the Contractor fails to fully and satisfactorily perform in accordance with the terms and conditions of this Agreement; provided, the City must provide Contractor with written notice and ten (10) days to correct the failure prior to termination.
- (C) By the City, immediately and without prior notice, in the event Contractor (i) files bankruptcy or becomes insolvent, (ii) sells all or substantially all of its assets, or (iii) dissolves or files a notice of intent to dissolve.

5. CONTRACTOR'S REPRESENTATIONS. In order to induce the City to enter into this Agreement, Contractor makes the following representations to the City:

- (A) The Contractor has visited the City's outdoor ice skating rinks and has had the opportunity to become familiar with and is satisfied as to the conditions that may affect its ability to perform under this Agreement.
- (B) The Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect its ability to perform under this Agreement.

6. INDEPENDENT CONTRACTOR STATUS. Contractor shall perform under this Agreement as an independent contractor and nothing contained herein is intended or shall be construed to make or constitute Contractor as the agent, employee, partner, joint venturer, or representative of the City, but rather Contractor shall act and perform hereunder according to its own means and methods, which means and methods shall at all times be under its exclusive charge and control.

7. INSURANCE. During the term of this Agreement, Contractor will maintain the following insurance: (1) commercial general liability insurance with coverage in the minimum coverage amount of \$1,500,000 per occurrence and \$2,000,000 annual aggregate that shall cover liability arising from premises, operations, products completed operations, personal injury, advertising injury, and contractually assumed liability; and (2) workers compensation insurance; and 3) if the Contractor utilizes an automobile to perform the duties under this agreement, automobile insurance with liability limit of \$1,000,000 combined single limit. All policies of insurance shall name the City as an additional insured and shall require the insurance provider to provide the City with written notice at least thirty (30) days prior to any reduction or termination of such insurance coverage. Upon the execution of this Agreement, and any time thereafter upon

demand of the City, Contractor shall provide a certificate of insurance showing the required coverage.

8. INDEMNIFICATION. To the fullest extent permitted by the law, the Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses, and expenses including reasonable attorney fees, arising out of the Contractor's negligence or the Contractor's performance or failure to perform its obligations under this Agreement. The Contractor indemnification obligations shall apply to the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligations shall survive the completion or termination of this Agreement.

9. REMEDIES. In the event of the breach of this Agreement by Contractor, the City shall be entitled to seek all remedies available at law, in equity, or otherwise. Contractor shall pay the City's costs and expenses, including reasonable attorneys' fees, incurred by the City in order to enforce this Agreement. Contractor expressly agrees that any remedies available to the City are cumulative and in no way exclusive. The seeking or exercising by the City of a particular remedy does not constitute a waiver or relinquishment by the City of its right to seek or exercise any other remedy available to it at law, in equity, or otherwise.

10. MISCELLANEOUS.

- (A) Governing Law. This Agreement has been executed in the State of Minnesota and shall be governed by the laws of said state, without regard to the conflict of laws rules thereof.
- (B) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no warranties, representations or agreements among the parties in connection with the subject matter hereof, except as set forth or referred to herein.
- (C) Amendment. No amendment or modification of this Agreement shall be deemed effective unless made in writing and signed by both parties.
- (D) Waiver. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.
- (E) Assignment. Except as otherwise provided for herein, no party may assign this Agreement without the consent of the other party. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective transferees, successors and permitted assigns.
- (F) Severability. In the event any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such provision will be deemed stricken. The remaining provisions of this Agreement will continue to be valid

and binding and the Agreement will be reformed to replace the stricken provision with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- (G) Captions and Headings. The captions and paragraph headings used in this Agreement are for convenience of reference only, and shall not affect the construction or interpretation of this Agreement or any of the provisions thereof.
- (H) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Agreement as of the date first above written.

CITY:

CITY OF ST. FRANCIS

By: _____
Its: _____

CONTRACTOR:

ST FRANCIS HOMERUN CLUB

By: J. S. J.
Its: Varsity Baseball Coach

514843_1



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Paul Carpenter, Public Works Director
SUBJECT: Routine Recycling Agreement
DATE: October 17, 2022

OVERVIEW:

Annual contract with Anoka County to receive SCORE (Select Committee On Recycling and the Environment) funds to be used for recycling activities. Anoka County sets a tonnage goal for St. Francis that coincides with the state recycling goal. The State of MN has an overall goal to recycle 75% of all total solid waste generated by 2030. The 2023 residential recycling goal is 857 tons (which is up 23 tons from 2022).

ACTION TO BE CONSIDERED:

Renew the recycling contract with Anoka County.

BUDGET IMPLICATION:

None. The City receives SCORE funds from Anoka County to implement the City recycling program to ensure recycling goals are met.

Attachments:

- 2022 Agreement for Residential Recycling Program Contract



Anoka County

HUMAN SERVICES DIVISION

Community Social Services and Behavioral Health

Agenda Item # 4L.

September 21, 2022

City of St. Francis
Attn: Steve Feldman
23340 Cree Street NW
St. Francis, MN 55070

Dear Mr. Feldman:

Enclosed is your 2022 contract with Anoka County. Please review the contract and complete the signature portion using DocuSign. If applicable and ready, please attach the necessary insurance information using the attachment link in the DocuSign document. If insurance is not ready and you will be sending this information at a later date, please send to:

Angela.Rodine@co.anoka.mn.us

or

Angie Rodine
County of Anoka
2100 3rd Avenue, 5th Floor
Anoka, MN 55303

PLEASE NOTE: The following information is required as part of your contract. If the contract is signed and executed without receiving this information in a timely manner, it may be referred to the County Attorney's Office for possible Breach of Contract and/or payments may be withheld until information is received.

CERTIFICATE OF LIABILITY INSURANCE - Required

No insurance information is needed for this contract.

CONTRACTOR INFORMATION SHEET - Required

Please update/complete and sign this page and return with your contract.

DocuSign will automatically forward a copy of the signed contract to you, once completed. If you have questions regarding the contract, please call your Contract Manager, Sue Doll, at 763-324-3482.

Sincerely,

Angie Rodine
Administrative Assistant, Planning and Operations Support Services

Anoka County Contract # C0009422

2023 AGREEMENT FOR RESIDENTIAL RECYCLING PROGRAM

THIS AGREEMENT made and entered into on the 1st day of January 2023, notwithstanding the date of the signatures of the parties, between the COUNTY OF ANOKA, State of Minnesota, hereinafter referred to as the "COUNTY", and the CITY OF ST. FRANCIS, hereinafter referred to as the "MUNICIPALITY".

WITNESSETH:

WHEREAS, the County will receive funding from the State of Minnesota pursuant to Minn. Stat. § 115A.557 (hereinafter "SCORE funds") during 2023 which must be used to encourage and improve recycling and a portion must be specifically directed to recycling source -separated compostable materials; and

WHEREAS, the County will also receive funding pursuant to Minn. Stat. § 473.8441 (hereinafter "LRDG) funds") during 2023 and

WHEREAS, the County also has additional budgeted program funding available to supplement SCORE and LRDG funds for solid waste recycling programs, so that the available amount for the Residential Recycling Program is \$1,600,885.00.

WHEREAS, the County Solid Waste Management Master Plan 2018 (Master Plan 2018) and MPCA Metropolitan Solid Waste Management Policy Plan 2016-2036 state that MSW generated in the County that is not reused, recycled or composted, will be processed to the extent that processing capacity is available; and

WHEREAS, the Master Plan 2018 was developed with the participation of a representative from the Municipality staff, and the Municipality is required to develop and implement programs, practices, or methods designed to meet waste abatement goals by Minn. Stat. § 115A.551, Subd 2a. (b).

WHEREAS, the County wishes to assist the Municipality in meeting recycling goals established by Anoka County by providing said SCORE, LRDG, and County budgeted program funds to cities and townships in the County for solid waste recycling programs.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, , the parties mutually agree to the following terms and conditions:

1. **PURPOSE AND CONTRACT DOCUMENTS.** The purpose of this Agreement is to provide for cooperation between the County and the Municipality to implement solid waste recycling programs in the Municipality which will help the County and member municipalities meet the goals set in the current Anoka County Solid Waste Management Master Plan. The County and the Municipality agree that the information provided in the recitals above is to be incorporated into the purpose of this agreement.

The Contract Documents include: the **Anoka County Municipal Waste Abatement Grant Funding Application** submitted by the Municipality for the current contract year,

and the **Grant Funding Award** issued by Anoka County for the current contract year. These documents are incorporated into this agreement by reference and are components of the entire contract package. The order of precedence of these documents in the event of inconsistency or ambiguity shall be resolved in the following order: 1) this **Agreement for Residential Recycling Program**; 2) **Grant Funding Award**; and 3) **Anoka County Municipal Waste Abatement Grant Funding Application**.

2. **TERM.** The term of this Agreement is from January 1, 2023 through December 31, 2023 unless earlier terminated as provided herein.
3. **DEFINITIONS.** Defined terms contained in this Agreement and all the attachments are found in Minn. Stat. §§ 115A.03; 115A.471; and 115A.552. The use of capitalization for defined terms has no special effect. Additionally:
 - a. "Full-Service Recycling Drop-off Center" means centralized permanent drop-off center that is open at least two times a week and accepts at least four types of materials beyond traditional curbside recyclables, i.e.: mattresses, appliances, scrap metal, furniture, source-separated compostable materials, electronics, etc.
 - b. "Multi-family dwellings" means households within apartment complexes, condominiums, townhomes, mobile homes, and senior housing complexes.
 - c. "Quasi-municipal event" means community festivals which appear to the public to be supported and run by the Municipality but in fact are sponsored or co-sponsored by an independent non-profit 501c (3) organization, for example: the Anoka Halloween Parade.
4. **ELIGIBILITY FOR FUNDS.** Per Minn. Stat. § 115A.557, Subd. 1, funding eligibility is based primarily on population, with a minimum funding floor. For 2023, the County has determined that funding will be determined by the Grant funding application. The Municipality is entitled to receive reimbursement for eligible expenses, less revenues or other reimbursement received, for eligible activities up to the project maximum, which shall not exceed \$40,139.00.

The County reserves the right to reduce the funding provided in the event the Municipality does not complete the additional Grant Projects referenced in the Anoka County Municipal Waste Abatement Grant Funding Application.

The County also reserves the ability to assess the programs and reallocate unused SCORE and/or, LRDG funds mid-year if any participating municipality demonstrates the need for the funding and funds are available. The Municipality shall be provided documentation of the funding award determination and rationale as indicated by the 2023 Grant Funding Award.

5. **PROGRAM.** The Municipality shall develop and implement a residential solid waste recycling program adequate to meet the Municipality's annual recycling goal of 857 tons of recyclable materials as established by the County. The Municipality shall ensure that the recyclable materials collected are delivered to processors or end markets for recycling.
 - a. The Municipal recycling program shall include the following components:

- i. Each household (including both single and Multi-family dwellings) in the Municipality shall have the Opportunity to Recycle at least four broad types of materials, including but not limited to, paper (including cardboard/paperboard cartons), glass, plastic and metal.
- ii. The recycling (including any organics) program shall be operated in compliance with all applicable federal, state, and local laws, ordinances, rules and regulations.
- iii. The Municipality shall implement a public information program that contains at least the following components:
 - (1) One promotional mailing to each household focused exclusively on the Municipality's recycling and source-separated compostable materials program;
 - (2) One promotional advertisement detailing recycling and organics opportunities available for residents included in the Municipality's newsletter or local newspaper; and
 - (3) Two community outreach activities at Municipal or Quasi-municipal events to inform residents about recycling and source-separated compostable materials opportunities.
- iv. The public information components listed above shall focus on all recyclable materials and the various opportunities to recycle and compost source-separated compostable materials within the Municipality. The Municipality shall incorporate County/regional/State campaigns and images and use the toolkits provided by the County when preparing promotional materials. The Municipality, on an ongoing basis, shall identify new residents and provide detailed information on the recycling opportunities available to these new residents. The County shall work with the Municipality on promotional materials to coordinate messages. The Municipality shall provide promotional materials to the County for review prior to publication to ensure accuracy.
- v. The Municipality shall regularly attend the bi-monthly Solid Waste Abatement Advisory Team (SWAAT) meetings per year.
- vi. The Municipality shall offer a minimum of one spring and/or fall recycling drop-off event(s) where items not normally accepted at the curb are collected for recycling. If the Municipality is hosting a monthly drop-off as described below, the spring/fall recycling drop-off events may be included within that program.
- b. The Municipality is encouraged to expand its recycling program to include one or more of the following components in order to receive additional funding.
 - i. Organize monthly/quarterly recycling drop-off events which can be held in conjunction with a neighboring municipality(ies) on a cooperative basis for the citizens of both/all municipalities.
 - ii. Provide a community event recycling program, which at a minimum would consist of providing recycling opportunities at all Municipal sponsored or Quasi-municipal

events and festivals as required by Minn. Stat. § 115A.151. The feasibility of adding organics collection at the event will be explored, and if feasible, implemented as an enhancement to the waste abatement program.

- iii. Provide the opportunity for citizens to engage in recycling activities at Municipal and Quasi-municipal facilities as required by Minn. Stat. § 115A.151 such as athletic fields and public centers.
 - iv. Organize and manage a Full-Service Recycling Drop-off Center.
 - v. Develop enhanced recycling promotion and assistance for Multi-family dwellings.
 - vi. Develop additional opportunities for source-separated compostable materials collection.
 - vii. Develop and implement additional opportunities to recycle bulky and problem materials (e.g., appliances, batteries, carpet pad, electronics, fluorescent lamps, mattresses, oil, scrap metal, etc.) from residents on an on-going basis either curbside or at a drop-off.
- c. If the Municipality's recycling program did not achieve the Municipality's recycling goals as established by the County for the prior calendar year, the Municipality shall work with the County to prepare a plan to achieve the recycling goals set forth in this Agreement.
- d. The Municipality's recycling program shall be limited to residential programming for funding reimbursements under this Agreement. The County will not reimburse business recycling programming or household hazardous waste programming by the Municipality. Any inquiries or requests regarding these topics should be sent to the County for response.
- e. In addition to the above requirements designed to increase residential recycling opportunities, the Municipality shall provide recycling opportunities in all municipal buildings including but not limited to, city offices, public meeting rooms and parks, as required by Minn. Stat. § 115A.151. If items collected through the Municipal recycling program prove to be contaminated or not recyclable, those items shall be treated as public entity waste and shall be processed at a resource recovery facility unless the waste has been certified as unprocessable. Minn. Stat. §§ 115A.46, 115A.471 and 473.848. See page 44, 47-48, 51, and p. 67 of the 2018 Anoka County Solid Waste Management Master Plan regarding the requirements for Public Entity Waste.
- f. If the Municipality requests reimbursement for park/public entity recycling/organics/trash waste systems/containers, the Municipality needs to work with the County before an order is placed to make sure the containers are consistent with the requirements set forth by the County for colors e.g. (blue for recycling, green for organics and gray or black for trash), openings and labels.
- g. Pursuant to Minn. Stat. §§ 115A. 46, 115A.471 and 473.848, all waste generated by municipal government activities (including city/town halls, public works and public safety buildings, parks, and libraries, and for municipalities that arrange for

waste services on behalf of their residents (organized collection)) shall be delivered to a waste processing plant for disposal as long as capacity is available. Failure to comply with this provision shall constitute a breach of this Agreement resulting in the loss of all Grant Funding unless, pursuant to statute, the Municipality has conferred with the County and developed a plan to comply within a reasonable period of time.

6. **REPORTING.** The Municipality shall submit the following reports semi-annually to the County no later than the third Friday in July 2023, and the second Friday in January 2024.
 - a. An accounting of the amount of waste which has been recycled as a result of the Municipality's activities and the efforts of other community programs, redemption centers and drop-off centers. For recycling programs, the Municipality shall certify the number of tons of each recyclable material which has been collected and the number of tons of each recyclable material which has been marketed. For recycling programs run by other persons or entities, the Municipality shall also provide documentation on forms provided by the County showing the tons of materials that were recycled by the Municipality's residents through these other programs. The Municipality shall keep detailed records documenting the disposition of all recyclable materials collected pursuant to this Agreement. The Municipality shall also report the number of cubic yards or tons of yard waste and source-separated compostable materials collected for composting, chipping, or land spreading, together with a description of the methodology used for calculations. Any other material removed from the waste stream by the Municipality, i.e., tires and used oil, shall also be reported separately.
 - b. Information regarding any revenue received from sources other than the County for the Municipality's recycling programs, i.e., revenue taken in from the sale of recyclables and fees collected from residents, shall be reported.
 - c. Copies of all promotional materials that have been prepared by the Municipality during the term of this Agreement to promote its recycling and organics collection programs.
 - d. The Municipality agrees to support County efforts in obtaining hauler reports by ensuring compliance through ordinance, contract or license requirements and the ability to exercise punitive actions, if needed.
 - e. The Municipality agrees to furnish the County with additional reports in form and at frequencies requested by the County for financial evaluation, program management purposes, and reporting to the State of Minnesota.
7. **BILLING AND PAYMENT PROCEDURE.** The Municipality shall submit itemized invoices semi-annually to the County for abatement activities no later than the third Friday in July 2023 and the second Friday in January 2024. The invoices shall be paid in accordance with standard County procedures, subject to the approval of the Anoka County Board of Commissioners.
8. **PUBLICATIONS.** The Municipality shall acknowledge the financial assistance of Anoka County on all promotional materials, reports and publications relating to the activities funded under this Agreement, by including the following acknowledgement: "Funded by

the Anoka County Board of Commissioners and State SCORE (Select Committee On Recycling and the Environment) funds." The Municipality shall provide copies of all promotional materials funded by this grant.

The County shall provide all printed public information pieces about County programs. A Municipality shall not modify County publications related to business recycling, household hazardous waste management or the County compost sites.

Information about the County's business recycling program, household hazardous waste management program or County compost sites that a Municipality plans to publish in a Municipal communication, printed or electronic, shall be provided to the County for review and approved by the County prior to publication to ensure accuracy and consistency.

9. **INDEMNIFICATION.** The County agrees to indemnify, defend, and hold the Municipality harmless from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of its public officials, officers, agents, employees, and contractors relating to activities performed by the County under this Agreement.

The Municipality agrees to indemnify, defend, and hold the County harmless from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of its public officials, officers, agents, employees, and contractors relating to activities performed by the Municipality under this Agreement.

The provisions of this subdivision shall survive the termination or expiration of the term of this Agreement.

10. **GENERAL PROVISIONS.**

- a. In performing the provisions of this Agreement, both parties agree to comply with all applicable federal, state or local laws, ordinances, rules, regulations or standards established by any agency or special governmental unit which are now or hereafter promulgated insofar as they relate to performance of the provisions of this Agreement. In addition, the Municipality shall comply with all applicable requirements of the State of Minnesota for the use of SCORE funds provided to the Municipality by the County under this Agreement. The Municipality shall also comply with all relevant portions of the current Anoka County Solid Waste Management Master Plan and shall participate in the preparation of the successor Master Plans.
- b. If the Municipality utilizes the services of a subcontractor for purposes of meeting requirements herein, the Municipality shall be responsible for the performance of all such subcontracts and shall ensure that the subcontractors perform fully the terms of the subcontract. The agreement between the Municipality and a subcontractor shall obligate the subcontractor to comply fully with the terms of this Agreement.
- c. It is understood and agreed that the entire agreement is contained herein, and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.

- d. Any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing, duly signed by the parties.
 - e. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, such decision shall not affect the remaining portion of this Agreement.
 - f. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint venturers, or an association between the County and the Municipality, nor shall the Municipality, its employees, agents or representatives be considered employees, agents, or representatives of the County for any purpose.
 - g. The Municipality shall maintain financial and other records and accounts in accordance with requirements of the County and the State of Minnesota. The Municipality shall maintain strict accountability of all funds and maintain records of all receipts and disbursements. Such records and accounts shall be maintained in a form which will permit the tracing of funds and program income to final expenditure. The Municipality shall maintain records sufficient to reflect that all funds received under this Agreement were expended in accordance with Minn. Stat. § 115A.557, Subd. 2, for residential solid waste recycling purposes. The Municipality shall also maintain records of the quantities of materials recycled. All records and accounts shall be retained as provided by law, but in no event for a period of less than five years from the last receipt of payment from the County pursuant to this Agreement.
 - h. Pursuant to Minn. Stat. § 16C.05, the Municipality shall allow the County or other persons or agencies authorized by the County, and the State of Minnesota, including the Legislative Auditor or the State Auditor, access to the records of the Municipality at reasonable hours, including all books, records, documents, and accounting procedures and practices of the Municipality relevant to the subject matter of the Agreement, for purposes of audit. In addition, the County shall have access to the project site(s), if any, at reasonable hours.
11. **TERMINATION.** This Agreement may be terminated by mutual written agreement of the parties or by either party, with or without cause, by giving not less than seven (7) days' written notice, delivered by mail or in person to the other party, specifying the date of termination. If this Agreement is terminated, assets acquired in whole or in part with funds provided under this Agreement shall be the property of the Municipality so long as said assets are used by the Municipality for the purpose of a landfill abatement program approved by the County.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereunto set their hands.

CITY OF ST. FRANCIS

COUNTY OF ANOKA

By: _____
Steve Feldman
Mayor

By: _____
Cindy Cesare, Chief Officer
Anoka County Human Services

Date: _____

Date: _____

By: _____
Kate Thunstrom
City Administrator

By: _____
Rhonda Sivarajah
County Administrator

Date: _____

Date: _____

Approved as to form and legality:

By: _____
Kathryn M. Timm
Assistant County Attorney

Date: _____

2023 Anoka County Municipal Waste Abatement Grant Funding Award Letter

The Municipality of St Francis is eligible for a total of \$40,139.00 for their Municipal program abatement efforts in 2023, plus if awarded upon request up to an additional \$20,000.00.

The total funding for the 2023 Residential Recycling Program is based on the budgeted amounts stated in the Municipal Waste Abatement Grant Funding Application.

Check one below:

☒ (07-21-2022) The grant application was received on or before August 1, 2022.

☐ The grant application was not received on or before August 1, 2022.

Therefore, the municipality is only eligible for the Base Funding Allocation.

The Grant Funding Award for St Francis is as follows:

	Amount Eligible	Amount Requested	Amount Awarded
Base Funding Allocation	\$ 24,385.00	\$ 19,962.00	\$ 19,962.00

Additional Funding			
	Amount Eligible	Amount Requested	Amount Awarded
Drop-off Grant	\$ 10,000.00	\$ 6,923.00	\$ 6,923.00
General Enhancement Grant	\$ 2,877.00	\$ 5,400.00	\$ 2,877.00
Organics Grant	\$ 2,877.00	\$ 2,877.00	\$ 2,877.00
Additional Grant	\$ 20,000.00	\$ -	\$ -
Labor & Staffing	\$ 19,668.11	\$ 7,500.00	\$ 7,500.00
TOTAL			\$ 20,177.00

Total Funding Award (Base + Additional Funding)	\$ 40,139.00
--	---------------------

To the extent that the Municipality requested funds in excess of the total eligible amount, the excess amount in any category is denied.

Reviewed by: Jill Curran

Dated: 09-06-2022

Approved by: Alison Peterson

Dated: 9/6/2022



Contract # C0009422

ANOKA COUNTY MUNICIPAL WASTE ABATEMENT GRANT FUNDING APPLICATION

Agenda Item # 4L.

Cycle: *Annual* | Year: *2022* | Status: *Verified*

Member Name: *City of St. Francis*

Applications are due August 1, 2022.

City of St. Francis is requesting the following funding for their 2023: Anoka County municipal waste abatement program efforts.

General Instructions

This application is provided to each municipality in Anoka County for the purpose of applying for Select Committee on Recycling and the Environment (SCORE) funds to support and increase recycling activities and programs within the municipality.

The funds allocated in this application are based on the number of households in the municipality. The number of households is determined using the most current Met Council household data available. For calendar year 2023, 2020 Met Council has been used to determine the number of households for this application.

There are three sections in this SCORE funding application:

- Base Funding
- Enhancement Funding
- Supplemental Funding

The Enhancement Funding section of the application also has three parts:

- Drop-off
- General Enhancement
- Organics Program Funding

Please complete each section of the grant application. A number value must be entered in each field before submitting the application. If no funds are being requested for any given field, enter a zero. **If a completed funding application isn't submitted by August 1, 2022, the municipality will not be eligible for SCORE funding.**

In a separate Re-TRAC form, reimbursement requests will be submitted twice a year.

USER TIPS

To contact support from within this form: Click "Support" at the top of the screen or "Program Support Request" in the green bar at the top of the form.

To print this form: Click the "Export" button found on upper top right corner of the form. You must save the form before you can export it.

To see eligible expenses within each section: Click "view eligible expense" in each section.

To print a full list of the eligible expenses: Select the "click here for more details on Exporting your Survey responses" option.

To save this form while working on it: Click "Save" at the bottom of the form and select "Save as Draft".

To submit this form: Click "Save" at the bottom of the form and if there are no errors, click the "Mark as Complete" option. Note that once you mark the form as complete, you cannot make changes to it.

Eligible Expenses

The following items are examples of eligible expenses allowed for reimbursement.

Collection Expenses: If residents are charged recycling fees for curbside or recycling events, waste abatement funds will reimburse the difference between the fees collected and the cost of recycling or composting the materials.

Equipment: The cost to purchase, maintain and repair equipment that is used exclusively to operate the recycling or composting program.

Containers: The cost for recycling or organics containers.

Promotion: The entire cost of a publication if totally dedicated to waste reduction, recycling or composting information or a percentage of the cost for the portion of a municipal publication dedicated to waste management information.

Staffing: Salary and labor directly related to recycling program administration and implementation may be funded up to 75% of total SCORE funding allocation. See staffing & labor section below for more information.

Ineligible Expenses

The following general operating expenses should NOT be submitted for reimbursement.

Standard Operational Expenses/Building Overhead: Since most of the municipal recycling coordinators are part-time positions and staff serve multiple roles at the municipality, standard operating expenses including office space rental, leasing office equipment and general office supplies, are not eligible for reimbursement.

Project Expenses: Specific to transportation, energy or ground water protection.

Collection Costs: The costs for general waste and recycling collection at municipal buildings, trash costs when advertised as being accepted at a recycling/cleanup day, and costs associated with road side cleanup of illegally dumped materials should not be included in this application.

General Municipal Staff: Staff time related to standard municipal operations (city administrator, office administration, facilities management, finance and legal staff) are not eligible for reimbursement. If municipal staff do not assist the recycling coordinator directly on activities to help the municipality achieve its recycling goal, e.g. communications and collecting, processing or marketing recyclable materials and organics, their time will not be reimbursed.

Click here to view previous years application:

Click [here](#) to download the full Eligible Expenses document.

2023 Total Funding Allocation

Your Community has access to the following funds for 2023: \$

Agenda Item # 4L.

40,139.00

(An additional \$20,000 in discretionary funds may be available through the Supplemental Funding section.)

2023 BASE Funding Allocation

All municipalities are eligible for base waste abatement grant funding. When completing this application, base funding requests should fall under one of the following categories:

- regular curbside collection,
- general operations of a drop-off center,
- costs for spring and fall recycling days,
- basic promotion,
- yard waste collection and
- percentage of time the recycling coordinator spends on waste abatement activities.

Base Funding is \$10,000.00 base, plus \$5.00/household (household counts are based on 2020 Met Council estimates)

Municipality Name:

City of St. Francis

 MANAGE ONLY

of households

2,877

Base Funding (minimum)

\$ 10,000.00

Base Funding Additional (based on \$5/household)

\$ 14,385.00

Base Funding Allocation

\$ 24,385.00

Curbside Collection

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *

\$ 1,000.00

Contamination Fees *

\$ 0.00

Containers *

\$ 0.00

Curbside Collection Expense Subtotal

\$

1,000.00

View [Eligible Expenses](#)

Estimated Revenue *

\$ 0.00

Agenda Item # 4L.

Curbside Collection Expenses

\$

1,000.00

General Operations of a Drop-Off Center/Spring or Fall Recycling Day(s)

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *

\$ 4,400.00

Equipment *

\$ 0.00

Facility Expenses *

\$ 0.00

View [Eligible Expenses](#)

Please enter Labor & Staffing expenses in Labor & Staffing section below.

General Operations of a Drop-off Expense Subtotal

\$

4,400.00

Estimated Revenue *

\$ 200.00

General Operations of a Drop-off Expenses

\$

4,200.00

Promotion -- Base Funding

Complete ALL required fields below, if value is zero, enter "0.00".

Printing *

\$ 4,000.00

Postage *

\$ 3,000.00

Advertising *

\$ 1,500.00

Volunteer Incentives *

\$ 500.00

Educational Entertainment *

\$ 0.00

View [Eligible Expenses](#)

Promotion -- Base Funding Expenses

\$

9,000.00

Yard Waste/Tree Waste

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *

\$ 3,777.00

Equipment *

\$ 0.00

View [Eligible Expenses](#)

Yard Waste/Tree Waste Expenses Subtotal

\$

3,777.00

Estimated Revenue *

\$ 0.00

Yard Waste/Tree Waste Expenses

\$

3,777.00

Problem Materials

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *

\$ 600.00

View [Eligible Expenses](#)

Estimated Revenue *

\$ 0.00

Problem Material Expenses

\$

600.00

Program Administration -- Base Funding

Complete ALL required fields below, if value is zero, enter "0.00".

Office supplies *

\$ 785.00

Training *

\$ 300.00

Mileage *

\$ 0.00

Membership Dues, Periodicals *

\$ 300.00

Professional Services *

\$ 0.00

View [Eligible Expenses](#)

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Program Administration- Base Funding Expenses

\$

1,385.00

Total BASE Funding requested

\$

Agenda Item # 4L.

19,962.00

2023 ENHANCED Funding Allocation

The purpose of the Anoka County Municipal Waste Abatement grant funding program is to increase recycling and organics diversion and help the County achieve the State mandated goal of 75% recycling/composting by 2030. The County recognizes that this funding is needed to support established infrastructure costs that exceed the Base and each communities funding. To be eligible for grant funds, municipalities must apply for these funds. Applicants must itemize expenditures within each of the three grant sections, Drop-off, General Enhancement and Organics Program, below and calculate the total grant request for each category.

Drop-off Grant

This grant is allocated to cover additional drop-off center costs or events beyond the regularly scheduled spring and fall recycling days.

The grant for this section is \$10,000.00 for municipalities with up to 4,999 households and \$15,000.00 for municipalities with household counts 5,000 and over.

Examples of materials that can be collected for reuse, recycling or composting:

Standard Reusable or Recyclable Materials Collected at Drop-off Centers or Events:

Appliances, Electronics, Automotive Products, Fluorescent Bulbs, Bicycles**, Household Batteries, Carpet Pad, Mattresses*, Clothing**, Scrap Metal, and Confidential Papers

Additional Items:

Block n Shape Polystyrene, Film Plastics, Furniture*, Small Household Goods*, Source Separated Organics, and Yard Waste

* None of these materials should be advertised as being collected on a Recycling Day and then disposed of as trash

** Items that should be evaluated for reuse prior to recycling

 **MANAGE ONLY**

Drop-off Grant Amount Available

\$

10,000.00

Permanent Drop-off Center Improvements

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *

\$ 0.00

New Equipment & Supplies *

\$ 0.00

New Construction *

\$ 0.00

View [Eligible Expenses](#)

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Permanent Drop-off Center Improvements Expenses

\$

0.00

Agenda Item # 4L.

Monthly or Quarterly Drop-off Events

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *

\$

7,523.00

New Equipment & Supplies *

\$

0.00

User Coupon Incentives *

\$

0.00

View [Eligible Expenses](#)

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Monthly or Quarterly Drop-off Events Expense Subtotal

\$

7,523.00

Estimated Revenue *

\$

600.00

Monthly or Quarterly Drop-off Event Expenses

\$

6,923.00

Total Drop-off Grant Requested

\$

6,923.00

General Enhancement Grant

The grant amount available for this section is calculated using \$1.00/household.

General Enhancement Grant Amount Available

\$

2,877.00

Park Recycling

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *

\$

1,200.00

Recycling Containers *

\$

1,200.00

Recycling Bags *

\$

0.00

Upload File with Container Information

No File Selected

[View Eligible Expenses](#)

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Park Recycling Expenses

\$

Special Municipal Event Recycling - Please list any organics expenses in organics section.

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *\$ **Supplies & Containers ***\$ [View Eligible Expenses](#)

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Special Municipal Event Recycling Expenses

\$

Special Curbside Recycling Pickups

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *\$ **Subsidy to Resident ***\$ [View Eligible Expenses](#)**Special Curbside Recycling Expenses**

\$

Multi-Family Recycling Outreach

Complete ALL required fields below, if value is zero, enter "0.00".

Supplies & Containers *\$ [View Eligible Expenses](#)

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Multi-Family Recycling Outreach Expenses

\$

Promotion -- Enhanced Funding

Complete ALL required fields below, if value is zero, enter "0.00".

Printing *	\$	800.00
Postage *	\$	800.00
Advertising *	\$	600.00
Volunteer Incentives *	\$	0.00
Educational Entertainment *	\$	0.00

View [Eligible Expenses](#)

Promotion -- Enhanced Funding Expenses \$

2,200.00

Total General Enhancement Grant Requested \$

5,400.00

Organics Program Grant

The grant amount for this section is \$0.50/household if additional curbside or drop-off grant programs are not offered to residents or \$1.00/household if curbside or drop-off organics programs are offered to residents.

Does your municipality offer curbside or drop-off organics programs to your residents? *

☒ Yes☐ No

Amount Available \$

2,877.00

Organics/Food Waste Program Expenses

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *	\$	1,800.00
Organics Equipment *	\$	0.00
Organics Only - Promotion *	\$	1,077.00

View [Eligible Expenses](#)

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Organics/Food Waste Program Expenses

\$

2,877.00

Agenda Item # 4L.

Labor & Staffing (All Programs)

HIDDEN

Labor & Staffing Calculations**Maximum Funding Available (Base plus Enhancement NOT including Supplemental)**

40,139.00

Total Funding Requested (not including Staffing)

35,162.00

Funding Remaining (Total Requested minus Max Amount available)

4,977.00

Maximum Available for Labor and Staffing based on 75% of total SCORE funding allocation:

\$ 30,104.25

Salary and labor expenses must be directly related to recycling program operations and administration. These expenses may be funded up to 75% of SCORE funding allocation (not including supplemental funding). The final % and expense amount for salary and labor will be determined after Anoka County approves the submitted staffing and labor metric.

Upload Labor and Staffing Metric Document *

2023 St Francis Staffing Metric and Drop-off Calculator.xlsx

View [Eligible Expenses](#)**Labor & Staffing expenses: ***

\$ 7,500.00

MANAGE ONLY

Admin only: Salary and labor % will be entered by Anoka County after the salary and labor metric document is approved.

49

HIDDEN

Admin-Only- Additional Staff Funding

\$

HIDDEN

GRAND TOTAL LABOR & STAFFING

\$

7,500.00

Agenda Item # 4L.

Supplemental Funding Request

Supplemental grant funding is currently available to help support municipal waste abatement programs and/or new program development. Supplemental funding, however, should not be depended on for long-term program sustainability. Before requesting supplemental additional grant program dollars, it is critical that your municipality is willing to support and sustain the services before implementation.

Please be aware that there is a limited amount of supplemental funding available for this section. If the County receives more funding requests than funds, the funds may be reduced or denied for a municipalities supplemental funding request. Grants will be evaluated based on which projects best help the County meet the State mandated goal of 75% by 2030.

The maximum supplemental grant available may be up to \$20,000.00 per municipality.

Do you need additional funds to grow existing waste abatement programs? *

☐ Yes

☒ No

 HIDDEN

Supplemental Funding - Maximum Amount Available

0.00

Summary of Funding Requested

Base Funding Requested

\$ 19,962.00

Enhancement Funding Requested

Drop-off Grant Requested

\$ 6,923.00

General Enhancement Grant Requested

\$ 5,400.00

Organics Grant Requested

\$ 2,877.00

Total Enhancement Funding Requested

\$

15,200.00

Labor & Staffing Funding Requested

\$ 7,500.00

Supplemental Funding Requested

\$

Total Funding Requested

\$

Agenda Item # 4L.

42,662.00

Date: *

07/21/2022

Name: *

Tom Koep

Title: *

Recycling Coordinator

Total Funding Granted☒ MANAGE ONLY

Base Funding Granted

19,962.00

☒ MANAGE ONLY

Drop-off Funding Granted

\$ 6,923.00

☒ MANAGE ONLY

General Enhancement Funding Granted

\$ 2,877.00

☒ MANAGE ONLY

Organics Funding Granted

\$ 2,877.00

☒ MANAGE ONLY

Supplemental Funding Granted

\$

☒ MANAGE ONLY

Labor & Staffing Funding Granted

7,500.00

Total Funding Granted

\$ 40,139.00

☒ MANAGE ONLY

Office Use Only

Received By:

Sue Doll

Agenda Item # 4L.

Date:

07/21/2022

Manager Notes for Reporters:

Created: Jun 24, 2022 at 02:26 PM CDT

Robin Wodziak Robin.Wodziak@co.anoka.mn.us

Last Updated: Aug 16, 2022 at 03:56 PM CDT

Sue Doll Sue.Doll@co.anoka.mn.us

Contract# C0009188

Agenda Item # 4L.

**ANOKA COUNTY HUMAN SERVICES
CONTRACTOR INFORMATION SHEET**

Please review the following information for accuracy and completeness, indicate any changes, sign and return to:

Angie Rodine
Anoka County Human Services
2100 3rd Ave, Suite 500
Anoka, MN 55303

LEGAL NAME FOR CONTRACTOR: St. Francis, City of

(Legal name and name on Certificate of Insurance must be exactly the same in order for County Signatures to be obtained on the Contract.)

Doing Business As: St. Francis, City of

Business/Corporate Address: 23340 Cree Street NW

St. Francis, MN 55070

National Provider Identification (NPI) #: _____

Federal Tax Identification #: 41-0901105

NOTICE: Federal Business Tax ID/Social Security Number is needed for tax purposes as mandated by Section 1211 of the Tax Reform Act of 1976 and Minn. Stat 270.66. This information will be shared with the Minnesota Department of Revenue, the Minnesota Department of Human Services, the Internal Revenue Service, and the U.S. Department of Health, Education and Welfare for the purposes of administering the income tax, child support obligation and social security tax programs.

Individual who Contractor is designating to receive notice under the contract and to act as the responsible authority for data requests under the Minnesota government data practices act (Minn. Stat. Chap. 13):

Name:	Phone:	Fax:	Email:
<u>Jeremy Shook</u>	<u>763-233-5200</u>	<u>763-233-5205</u>	<u>jshook@stfrancismn.org</u>

Signature (Required): _____ **Date:** _____

Insurance Agency: _____ **Name of Agent:** _____

Telephone Number of Insurance Agent: _____

Person Completing this Form:

Name: Thomas Koep Title: Recycling Coordinator

Phone: 7632335200 Fax: 7632335205 Email: tkoop@stfrancismn.org



CITY COUNCIL
AGENDA REPORT

TO: Mayor and Council
FROM: Colette Baumgardner, Community Development Director
SUBJECT: Rental License Approval
DATE: 10-13-2022

OVERVIEW:

Most rental licenses are approved in January when rental licenses are due. However, some rental properties become available throughout the year, so new rental licenses need to be issued throughout the year. These new rentals typically become available with the sale of the property or a property switching from an owner occupied to a rental.

The properties to being considered for a rental license have passed an inspection and have been shown to meet all of the requirements in City Code Chapter 4, Section 6. The rental license will be associated with parity of the address and be renewed in the next even/odd year.

Staff recommends approval of a rental license for the following properties.

ACTION TO BE CONSIDERED:

Approval of Rental Licenses for property(ies):

RENTAL ADDRESS	OWNER/MANAGEMENT AGENT
2798 232ND LN NW	BURGOON, JASON
2840 235TH AVE NW	ANDERSON, BRANDON
23064 BITTERSWEET ST NW	STATEMA, JEFFREY
4103 DEGARDNER CIR NW	SFR ACQUISITIONS 3 LLC
3428 235th AVE NW	SFR ACQUISITIONS 3 LLC
23260 BRIDGESTONE RD NW	MORFF, KENNETH & CYNTHIA
3428 235th AVE NW	SFR ACQUISITIONS 3 LLC
3836 226TH AVE NW	DANNER, NICHOLAS
23585 MARIGOLD ST NW	WICKHAM, ANTHONY
23198 JIVARO ST NW	SFR ACQUISITIONS 3 LLC



CITY COUNCIL AGENDA
REPORT

TO: Kate Thunstrom, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Payment of Claims
DATE: October 17, 2022

OVERVIEW:
Attached are the bills received since the last council meeting. Total checks to be written are \$189,296.28 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-\$267,102.99
Credit Card Payment-\$25,248.02
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:
- 10-17-2022 Packet List-\$189,296.28
 - 10-17-2022 ACH Payments-\$267,102.99
 - 10-17-2022 Credit Card-\$25,248.02

CITY OF ST FRANCIS

10/13/22 12:25 PM

Agenda Item # 4N.

Page 1

*Claim Register©

AP 10-17-2022

October 2022

Claim Type

Claim# 16128 AIRGAS NORTH CENTRAL

Cash Payment E 101-43100-217 Other Operating Supplies CYLINDER RENTAL \$14.05
 Invoice 9991498523

Cash Payment E 101-43210-217 Other Operating Supplies CYLINDER RENTAL \$14.05
 Invoice 9991498523

Cash Payment E 101-45200-217 Other Operating Supplies CYLINDER RENTAL \$14.05
 Invoice 9991498523

Cash Payment E 601-49440-217 Other Operating Supplies CYLINDER RENTAL \$14.05
 Invoice 9991498523

Cash Payment E 602-49490-217 Other Operating Supplies CYLINDER RENTAL \$14.03
 Invoice 9991498523

Transaction Date 10/13/2022 Due 10/13/2022 CASH 10100 **Total** \$70.23

Claim Type

Claim# 16143 ASPEN MILLS

Cash Payment E 101-42110-437 Uniform Allowance UNIFORMS - RICH JOHNSON-RESERVE \$244.76
 Invoice 301937

Transaction Date 10/13/2022 Due 10/13/2022 CASH 10100 **Total** \$244.76

Claim Type

Claim# 16052 BAUER BUILT INC.

Cash Payment E 101-42110-221 Vehicle Repair & Maintena PD VEHICLE MAINT. \$31.50
 Invoice 940090825

Transaction Date 10/5/2022 Due 10/5/2022 CASH 10100 **Total** \$31.50

Claim Type

Claim# 16083 BELLBOY CORPORATION

Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT \$46.20
 Invoice 0096804200

Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT \$6.73
 Invoice 0105839000

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC \$154.50
 Invoice 0105839000

Cash Payment E 609-49751-251 Liquor For Resale LIQUOR \$3,898.70
 Invoice 0096804200

Transaction Date 10/13/2022 Due 10/13/2022 CASH 10100 **Total** \$4,106.13

Claim Type

Claim# 16081 BERNICK COMPANIES, THE

Cash Payment E 609-49751-252 Beer For Resale BEER \$152.80
 Invoice 10001534

Cash Payment E 609-49751-255 N/A Products NA \$25.55
 Invoice 10001534

Transaction Date 10/13/2022 Due 10/13/2022 CASH 10100 **Total** \$178.35

Claim Type

Claim# 16121 BGS (BARNA GUZY)

Cash Payment E 101-41600-304 Civil Legal Fees MISC/NON-RETAINER \$2,590.00
 Invoice 253149

Cash Payment E 101-41600-304 Civil Legal Fees MUNICIPAL \$1,900.00
 Invoice 253146

Cash Payment E 101-41600-312 Criminal Legal Fees PROSECUTION/RETAINER FILE \$5,000.00
 Invoice 253130

CITY OF ST FRANCIS

10/13/22 12:25 PM

Agenda Item # 4N.

Page 2

*Claim Register©

AP 10-17-2022

October 2022

Cash Payment	E 101-41600-304 Civil Legal Fees	GENERAL LABOR	\$756.00
	Invoice 253147		
Cash Payment	E 101-41600-304 Civil Legal Fees	COMMUNITY DEVELOPMENT	\$2,324.00
	Invoice 253148		
Cash Payment	E 101-41600-304 Civil Legal Fees	GENE RECHTZIGEL - PETITION FOR QUO WARRANTO	\$112.00
	Invoice 253115		
Cash Payment	E 101-41600-304 Civil Legal Fees	GENE RECHTZIGEL-BOUNDARY DISPUTE	\$42.00
	Invoice 253114		
Cash Payment	E 101-41600-304 Civil Legal Fees	TRANSFER OF TITLE	\$1,012.00
	Invoice 253300		
Cash Payment	E 101-41600-304 Civil Legal Fees	LAKE STATE COMMERCIAL LLC-VACANT LAND	\$504.00
	Invoice 253299		
Cash Payment	E 101-41600-304 Civil Legal Fees	BRIDGE STREET PURCHASE	\$868.00
	Invoice 253340		

Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$15,108.00
------------------	------------	----------------	------	-------	--------------	--------------------

Claim Type

Claim# 16080 *BREAKTHRU BEVERAGE*

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	\$11.60
	Invoice 345952571		

Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR	\$1,113.12
	Invoice 345952571		

Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$1,124.72
------------------	------------	----------------	------	-------	--------------	-------------------

Claim Type

Claim# 16051 *BUREAU OF CRIM APPREHENSIO*

Cash Payment	E 101-42110-311 Contract	CJDN ACCESS FEES (STATE & BCA)	\$1,080.00
	Invoice 00000717734		

Transaction Date	10/5/2022	Due 10/5/2022	CASH	10100	Total	\$1,080.00
------------------	-----------	---------------	------	-------	--------------	-------------------

Claim Type

Claim# 16079 *CRYSTAL SPRINGS ICE*

Cash Payment	E 609-49751-206 Freight and Fuel Charges	MISC	\$4.00
	Invoice 9000780		

Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC	\$74.40
	Invoice 9000780		

Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$78.40
------------------	------------	----------------	------	-------	--------------	----------------

Claim Type

Claim# 16059 *D & G RECYCLE*

Cash Payment	E 101-43210-439 Recycling Days	RECYCLE DAY	\$42.00
	Invoice 6105		

Transaction Date	10/5/2022	Due 10/5/2022	CASH	10100	Total	\$42.00
------------------	-----------	---------------	------	-------	--------------	----------------

Claim Type

Claim# 16078 *DAHLHEIMER DIST. CO. INC.*

Cash Payment	E 609-49751-252 Beer For Resale	BEER	\$8,169.50
	Invoice 1751089		

Cash Payment	E 609-49751-252 Beer For Resale	BEER	\$1,798.00
	Invoice 1753421		

Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$9,967.50
------------------	------------	----------------	------	-------	--------------	-------------------

Claim Type

Claim# 16058 *DAVIDS HYDRO VAC, INC*

CITY OF ST FRANCIS

10/13/22 12:25 PM

Agenda Item # 4N.

Page 3

*Claim Register©

AP 10-17-2022

October 2022

Cash Payment	E 602-49490-229 Project Repair & Maintena	HYDRO EVACUATION SERVICES				\$679.20
	Invoice 220025779					
Cash Payment	E 603-49490-418 Storm Water Management	HYDRO EVACUATION SERVICES				\$679.20
	Invoice 220025779					
Cash Payment	E 101-42210-401 Repairs/Maint Buildings	HYDRO EVACUATION SERVICES				\$679.20
	Invoice 220025779					
Cash Payment	E 101-43100-401 Repairs/Maint Buildings	HYDRO EVACUATION SERVICES				\$679.20
	Invoice 220025779					
Cash Payment	E 101-45200-229 Project Repair & Maintena	HYDRO EVACUATION SERVICES				\$679.20
	Invoice 220025779					
Transaction Date	10/5/2022	Due 10/5/2022	CASH	10100	Total	\$3,396.00
Claim Type						
Claim#	16139	DUSTY S DRAIN CLEANING				
Cash Payment	E 225-45100-510 Land-Park Improvement	SIWEK PARK DRINKING FOUNTAIN				\$3,919.00
	Invoice N22-521					
Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$3,919.00
Claim Type						
Claim#	16138	ECM PUBLISHERS, INC.				
Cash Payment	E 101-41400-351 Legal Notices Publishing	OCT 19 PH 24425 SEELYE BROOK DR				\$53.75
	Invoice 914528					
Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$53.75
Claim Type						
Claim#	16057	ELECTRO WATCHMAN, INC.				
Cash Payment	E 101-43100-401 Repairs/Maint Buildings	PUBLIC WORKS GATE REPAIRS				\$61.00
	Invoice 392736					
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	PUBLIC WORKS GATE REPAIRS				\$61.00
	Invoice 392736					
Cash Payment	E 101-42110-401 Repairs/Maint Buildings	PUBLIC WORKS GATE REPAIRS				\$61.00
	Invoice 392736					
Cash Payment	E 601-49440-401 Repairs/Maint Buildings	PUBLIC WORKS GATE REPAIRS				\$61.00
	Invoice 392736					
Cash Payment	E 602-49490-401 Repairs/Maint Buildings	PUBLIC WORKS GATE REPAIRS				\$61.00
	Invoice 392736					
Transaction Date	10/5/2022	Due 10/5/2022	CASH	10100	Total	\$305.00
Claim Type						
Claim#	16142	ELITE SANITATION				
Cash Payment	E 101-45200-402 Janitorial Service	PORTABLE RENTAL 9/18-10/15/2022				\$807.00
	Invoice 29193					
Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$807.00
Claim Type						
Claim#	16056	FERGUS POWER PUMP, INC				
Cash Payment	E 602-49490-311 Contract	BELT PRESS DEWATERING FALL 2022				\$48,679.14
	Invoice 48593					
Cash Payment	E 602-49490-311 Contract	CLEANING				\$34,200.00
	Invoice 48594					
Transaction Date	10/5/2022	Due 10/5/2022	CASH	10100	Total	\$82,879.14
Claim Type						
Claim#	16137	FERGUSON WATERWORKS, INC				
Cash Payment	E 601-49440-259 Water Meters	WATER METERS				\$651.96
	Invoice 0502627					

CITY OF ST FRANCIS

10/13/22 12:25 PM

Agenda Item # 4N.

Page 4

*Claim Register©

AP 10-17-2022

October 2022

Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$651.96
Claim Type						
Claim#	16054	FILTRATION SYSTEMS, INC.				
Cash Payment	E 602-49490-401	Repairs/Maint Buildings	BUILDING MAINT			\$119.21
Invoice	109013					
Transaction Date	10/5/2022	Due 10/5/2022	CASH	10100	Total	\$119.21
Claim Type						
Claim#	16086	GOERS, ZACHARY				
Cash Payment	E 101-42210-208	Training and Instruction	SFFD TRAINING REIMBURSEMENT			\$79.21
Invoice	576080					
Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$79.21
Claim Type						
Claim#	16067	GOPHER STATE ONE-CALL				
Cash Payment	E 602-49490-442	Gopher State	IT TICKETS - SEPTEMBER 2022			\$43.20
Invoice	2090760					
Cash Payment	E 601-49440-442	Gopher State	IT TICKETS - SEPTEMBER 2022			\$43.20
Invoice	2090760					
Transaction Date	10/5/2022	Due 10/5/2022	CASH	10100	Total	\$86.40
Claim Type						
Claim#	16136	GRAINGER, INC.				
Cash Payment	E 601-49440-229	Project Repair & Maintena	CURBSIDE RISERS			\$173.65
Invoice	9475861390					
Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$173.65
Claim Type						
Claim#	16135	HARRIS, INC				
Cash Payment	E 609-49750-401	Repairs/Maint Buildings	LIQUOR STORE COOLER REPAIRS			\$767.10
Invoice	SRVCE6217					
Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$767.10
Claim Type						
Claim#	16141	HART CUSTOM HOMES, INC.				
Cash Payment	G 803-22000	Deposits	ESCROW REFUND-4073 234TH LN NW			\$500.00
Invoice	.10132022-3					
Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$500.00
Claim Type						
Claim#	16134	HAWKINS, INC.				
Cash Payment	E 602-49490-216	Chemicals and Chem Prod	CHEMICALS			\$8,959.76
Invoice	6301863					
Cash Payment	E 602-49490-216	Chemicals and Chem Prod	CHEMICALS			\$657.68
Invoice	6301860					
Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$9,617.44
Claim Type						
Claim#	16092	ISD #15				
Cash Payment	E 101-42110-221	Vehicle Repair & Maintena	CAR 118 MAINTENANCE			\$900.94
Invoice	9217					
Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$900.94
Claim Type						
Claim#	16090	JOHNSON BROS WHLSE LIQUOR				

CITY OF ST FRANCIS

10/13/22 12:25 PM

Agenda Item # 4N.

Page 5

*Claim Register©

AP 10-17-2022

October 2022

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$24.52
	Invoice 2152927					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$105.00
	Invoice 2152926					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$1,188.00
	Invoice 2152927					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$6,769.71
	Invoice 2152926					
Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$8,087.23

Claim Type

Claim# 16053 JRS APPLIANCE

Cash Payment	E 101-43210-439 Recycling Days	CITY CLEAN UP DAY				\$185.00
	Invoice 108411					

Transaction Date	10/5/2022	Due 10/5/2022	CASH	10100	Total	\$185.00
------------------	-----------	---------------	------	-------	--------------	----------

Claim Type

Claim# 16066 MARTIN-MCALLISTER

Cash Payment	E 101-42110-305 Medical & Testing Fees	ASSESSMENT-SHERBURNE				\$600.00
	Invoice 14912					

Transaction Date	10/5/2022	Due 10/5/2022	CASH	10100	Total	\$600.00
------------------	-----------	---------------	------	-------	--------------	----------

Claim Type

Claim# 16087 MCDONALD DIST CO.

Cash Payment	E 609-49751-252 Beer For Resale	BEER				-\$68.29
	Invoice 654162					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$111.40
	Invoice 654135					
Cash Payment	E 609-49751-255 N/A Products	N/A				\$276.55
	Invoice 654136					
Cash Payment	E 609-49751-252 Beer For Resale	BEER				\$3,097.95
	Invoice 654136					

Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$3,417.61
------------------	------------	----------------	------	-------	--------------	------------

Claim Type

Claim# 16133 MIDCONTINENT COMMUNICATION

Cash Payment	E 101-42110-321 Telephone	TELEPHONE				\$44.66
	Invoice 13332710112930					
Cash Payment	E 601-49440-321 Telephone	TELEPHONE				\$153.39
	Invoice 13334860112930					

Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$198.05
------------------	------------	----------------	------	-------	--------------	----------

Claim Type

Claim# 16099 MORRELL & MORRELL LP

Cash Payment	E 405-43100-441 Miscellaneous	CLASS 5				\$1,100.66
	Invoice 64667					
Cash Payment	E 405-43100-441 Miscellaneous	CLASS 5				\$1,837.99
	Invoice 64669					
Cash Payment	E 101-45200-419 Turf/Fertilizer/Weed Contro	BLACK DIRT				\$501.06
	Invoice 64665					

Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$3,439.71
------------------	------------	----------------	------	-------	--------------	------------

Claim Type

Claim# 16097 NORTH METRO TREE SERVICE IN

Cash Payment	E 101-45200-311 Contract	PARK TREE SERVICES				\$1,250.00
	Invoice .10132022					

CITY OF ST FRANCIS

10/13/22 12:25 PM

Agenda Item # 4N.

Page 6

*Claim Register©

AP 10-17-2022

October 2022

Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$1,250.00
Claim Type						
Claim#	16095	NORTHLAND OCCUPATIONAL HEA				
Cash Payment	E 101-43100-441	Miscellaneous	TESTING			\$37.50
Invoice	16303					
Cash Payment	E 101-45200-441	Miscellaneous	TESTING			\$37.50
Invoice	16303					
Cash Payment	E 601-49440-441	Miscellaneous	TESTING			\$37.50
Invoice	16303					
Cash Payment	E 602-49490-441	Miscellaneous	TESTING			\$37.50
Invoice	16303					
Cash Payment	E 101-43100-441	Miscellaneous	TESTING			\$62.50
Invoice	16198					
Cash Payment	E 101-45200-441	Miscellaneous	TESTING			\$62.50
Invoice	16198					
Cash Payment	E 601-49440-441	Miscellaneous	TESTING			\$62.50
Invoice	16198					
Cash Payment	E 602-49490-441	Miscellaneous	TESTING			\$62.50
Invoice	16198					
Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$400.00
Claim Type						
Claim#	16131	ON LINE RETRIEVERS				
Cash Payment	E 101-42110-311	Contract	ANIMAL CONTROL - SEPTEMBER 2022 UNCLAIMED			\$638.75
Invoice	.10132022-1					
Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$638.75
Claim Type						
Claim#	16094	PEPSI COLA				
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC			\$316.70
Invoice	23673405					
Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$316.70
Claim Type						
Claim#	16109	PHILLIPS WINE & SPIRITS CO.				
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$49.05
Invoice	6474648					
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$7.60
Invoice	6474649					
Cash Payment	E 609-49751-251	Liquor For Resale	LIQUOR			\$3,289.00
Invoice	6474648					
Cash Payment	E 609-49751-253	Wine For Resale	WINE			\$332.75
Invoice	6474649					
Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$3,678.40
Claim Type						
Claim#	16106	RMB ENVIRONMENTAL LAB				
Cash Payment	E 602-49490-313	Sample Testing	ALL WEEKS COOLER 2			\$126.32
Invoice	B007199					
Cash Payment	E 602-49490-313	Sample Testing	DATA MANAGEMENT FEE			\$119.79
Invoice	B007248					
Cash Payment	E 602-49490-313	Sample Testing	ALL WEEKS COOLER 2			\$99.10
Invoice	B007271					

CITY OF ST FRANCIS

10/13/22 12:25 PM

Agenda Item # 4N.

Page 7

*Claim Register©

AP 10-17-2022

October 2022

Cash Payment	E 602-49490-313 Sample Testing	LOW LEVEL MERCURY				\$517.28
	Invoice B007091					
Cash Payment	E 602-49490-313 Sample Testing	WEEKS 2-4 COOLER 1				\$152.46
	Invoice B007182					
Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$1,014.95

Claim Type

Claim# 16049 ROSEVILLE, CITY OF

Cash Payment	E 101-41110-310 Computer Consulting Fee	IT SERVICES				\$442.38
	Invoice 0231313					
Cash Payment	E 101-41400-310 Computer Consulting Fee	IT SERVICES				\$1,548.32
	Invoice 0231313					
Cash Payment	E 101-42110-310 Computer Consulting Fee	IT SERVICES				\$5,419.14
	Invoice 0231313					
Cash Payment	E 101-42210-310 Computer Consulting Fee	IT SERVICES				\$995.35
	Invoice 0231313					
Cash Payment	E 101-43100-310 Computer Consulting Fee	IT SERVICES				\$442.38
	Invoice 0231313					
Cash Payment	E 101-45200-310 Computer Consulting Fee	IT SERVICES				\$442.38
	Invoice 0231313					
Cash Payment	E 601-49440-310 Computer Consulting Fee	IT SERVICES				\$442.38
	Invoice 0231313					
Cash Payment	E 602-49490-310 Computer Consulting Fee	IT SERVICES				\$442.38
	Invoice 0231313					
Cash Payment	E 609-49750-310 Computer Consulting Fee	IT SERVICES				\$221.19
	Invoice 0231313					
Cash Payment	E 101-42400-310 Computer Consulting Fee	IT SERVICES				\$442.38
	Invoice 0231313					
Cash Payment	E 101-41910-310 Computer Consulting Fee	IT SERVICES				\$221.18
	Invoice 0231313					
Cash Payment	E 101-41110-310 Computer Consulting Fee	IT SERVICES				\$6.16
	Invoice 0231273					
Cash Payment	E 101-41400-310 Computer Consulting Fee	IT SERVICES				\$21.56
	Invoice 0231273					
Cash Payment	E 101-42110-310 Computer Consulting Fee	IT SERVICES				\$75.46
	Invoice 0231273					
Cash Payment	E 101-42210-310 Computer Consulting Fee	IT SERVICES				\$13.86
	Invoice 0231273					
Cash Payment	E 101-43100-310 Computer Consulting Fee	IT SERVICES				\$6.16
	Invoice 0231273					
Cash Payment	E 101-45200-310 Computer Consulting Fee	IT SERVICES				\$6.16
	Invoice 0231273					
Cash Payment	E 601-49440-310 Computer Consulting Fee	IT SERVICES				\$6.16
	Invoice 0231273					
Cash Payment	E 602-49490-310 Computer Consulting Fee	IT SERVICES				\$6.16
	Invoice 0231273					
Cash Payment	E 609-49750-310 Computer Consulting Fee	IT SERVICES				\$3.08
	Invoice 0231273					
Cash Payment	E 101-42400-310 Computer Consulting Fee	IT SERVICES				\$6.16
	Invoice 0231273					
Cash Payment	E 101-41910-310 Computer Consulting Fee	IT SERVICES				\$3.08
	Invoice 0231273					
Transaction Date	10/5/2022	Due 10/5/2022	CASH	10100	Total	\$11,213.46

CITY OF ST FRANCIS

10/13/22 12:25 PM

Agenda Item # 4N.

Page 8

*Claim Register©

AP 10-17-2022

October 2022

Claim Type

Claim#	16103	ROYAL SUPPLY				
Cash Payment	E 101-41940-210	Operating Supplies	SUPPLIES			\$52.30
Invoice	4055					
Cash Payment	E 101-42110-217	Other Operating Supplies	SUPPLIES			\$26.15
Invoice	4055					
Cash Payment	E 101-43100-217	Other Operating Supplies	SUPPLIES			\$13.08
Invoice	4055					
Cash Payment	E 101-45200-217	Other Operating Supplies	SUPPLIES			\$13.08
Invoice	4055					
Cash Payment	E 601-49440-217	Other Operating Supplies	SUPPLIES			\$13.08
Invoice	4055					
Cash Payment	E 602-49490-217	Other Operating Supplies	SUPPLIES			\$13.06
Invoice	4055					
Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$130.75

Claim Type

Claim#	16140	SIMMONS, ANTOINETTE				
Cash Payment	G 601-22200	Deferred Revenues	REFUND ACCT#5921-REISSUE			\$229.40
Invoice	.10132022-2					
Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$229.40

Claim Type

Claim#	16130	SIRCHIE				
Cash Payment	E 101-42110-200	Office Supplies	FINGERPRINT CARDS			\$75.43
Invoice	0526761					
Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$75.43

Claim Type

Claim#	16101	SOUTHERN GLAZERS OF MN				
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$12.80
Invoice	2267316					
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$16.64
Invoice	2267315					
Cash Payment	E 609-49751-253	Wine For Resale	WINE			\$675.92
Invoice	2267316					
Cash Payment	E 609-49751-251	Liquor For Resale	LIQUOR			\$1,785.10
Invoice	2267315					
Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$2,490.46

Claim Type

Claim#	16115	STREETAR CONSULTING, LLC				
Cash Payment	E 101-41910-318	Economic Development	PATRIOT PARKWAY - REISSUE CHECK			\$816.00
Invoice	2022-3-3X					
Cash Payment	E 101-41910-318	Economic Development	PATRIOT PARKWAY - REISSUE			\$476.00
Invoice	2022-3-5X					
Cash Payment	E 101-41910-318	Economic Development	PATRIOT PARKWAY - REISSUE			\$646.00
Invoice	2022-3-4X					
Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$1,938.00

Claim Type

Claim#	16129	STREICHER S				
Cash Payment	E 101-42110-437	Uniform Allowance	UNIFORMS			\$39.95
Invoice	1592817					

CITY OF ST FRANCIS

10/13/22 12:25 PM

Agenda Item # 4N.

Page 9

*Claim Register©

AP 10-17-2022

October 2022

Cash Payment E 101-42110-237 Small Equipment SMALL EQUIPMENT \$712.98
Invoice S1497248

Transaction Date 10/13/2022 Due 10/13/2022 CASH 10100 Total \$752.93

Claim Type

Claim# 16077 SUSA Ck# 081040 10/12/2022

Cash Payment E 601-49440-208 Training and Instruction ONE DAY UTILITY OPERATIONS SCHOOL \$75.00
Invoice .10122022

Cash Payment E 602-49490-208 Training and Instruction ONE DAY UTILITY OPERATIONS SCHOOL \$75.00
Invoice .10122022

Transaction Date 10/12/2022 Due 10/12/2022 CASH 10100 Total \$150.00

Claim Type

Claim# 16063 TH CONSTRUCTION

Cash Payment G 803-22000 Deposits ESCROW REFUND - 901 240TH LN NW \$6,750.00
Invoice .10042022

Transaction Date 10/5/2022 Due 10/5/2022 CASH 10100 Total \$6,750.00

Claim Type

Claim# 16084 THE AMERICAN BOTTLING COMP

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC \$266.65
Invoice 3562329119

Transaction Date 10/13/2022 Due 10/13/2022 CASH 10100 Total \$266.65

Claim Type

Claim# 16061 TOM LYNCH ELECTRIC

Cash Payment E 101-41940-401 Repairs/Maint Buildings ELECTRICAL WORK \$697.50
Invoice .10012022-1

Cash Payment E 101-45200-401 Repairs/Maint Buildings ELECTRICAL WORK \$150.00
Invoice .10012022

Cash Payment E 101-43100-401 Repairs/Maint Buildings ELECTRICAL WORK \$350.00
Invoice .10012022-2

Cash Payment E 601-49440-229 Project Repair & Maintena ELECTRICAL WORK \$795.00
Invoice .10012022

Cash Payment E 101-45200-401 Repairs/Maint Buildings ELECTRICAL WORK \$315.00
Invoice .10012022-2

Cash Payment E 609-49750-401 Repairs/Maint Buildings ELECTRICAL WORK \$697.50
Invoice .10012022-1

Cash Payment E 602-49490-229 Project Repair & Maintena ELECTRICAL WORK \$225.00
Invoice .10012022-2

Cash Payment E 601-49440-234 Water Tower Maintenance ELECTRICAL WORK \$400.00
Invoice .10012022-2

Cash Payment E 101-42110-401 Repairs/Maint Buildings ELECTRICAL WORK \$325.00
Invoice .10012022-2

Transaction Date 10/5/2022 Due 10/5/2022 CASH 10100 Total \$3,955.00

Claim Type

Claim# 16114 TOTAL REGISTER SYSTEMS, INC

Cash Payment E 609-49750-210 Operating Supplies OPERATING SUPPLIES \$38.46
Invoice 60038

Transaction Date 10/13/2022 Due 10/13/2022 CASH 10100 Total \$38.46

Claim Type

Claim# 16111 VINOCOPIA, INC.

Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT \$10.00
Invoice 0314284

CITY OF ST FRANCIS

10/13/22 12:25 PM

Agenda Item # 4N.

Page 10

*Claim Register©

AP 10-17-2022

October 2022

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$5.00
	Invoice 0314283					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$18.00
	Invoice 0314282					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$12.50
	Invoice 0314281					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$267.30
	Invoice 0314283					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$67.50
	Invoice 0314284					
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC				\$228.00
	Invoice 0314282					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$608.00
	Invoice 0314281					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$575.65
	Invoice 0314284					
Transaction Date	10/13/2022	Due 10/13/2022	CASH	10100	Total	\$1,791.95

Pre-Written Checks	\$150.00
Checks to be Generated by the Compute	\$189,146.28
Total	\$189,296.28



CITY COUNCIL AGENDA REPORT

TO: St. Francis City Council
FROM: Beth Richmond, Planner
SUBJECT: Rivers Edge 7th Addition Rezoning – 2nd Reading
DATE: October 17, 2022

OVERVIEW:

The City received an application for the development of the 7th Addition of the Rivers Edge subdivision in May 2022. The applicant, St. Francis Land Development LLC, has been working on the buildout of the Rivers Edge development since the original approvals were obtained in June 2018. The 7th Addition includes 42.3 acres of land along the Rum River on the northwest side of the development. This area was originally intended for 79 single-unit residential lots, but has been scaled back to 29 proposed units reflecting the requirements of the Rum River Management Overlay District.

The City Council reviewed the land use and subdivision applications associated with the 7th Addition at their October 3, 2022 meeting. At that meeting, Council approved the first reading of the Ordinance 300 to rezone the site from UR to the Rivers Edge PUD. Resolutions 2022-48, 2022-49, and 2022-50 approving the preliminary plat and PUD plans, Conditional Use Permit, and drainage and utility easement vacations, respectively, were also approved at the October 3, 2022 meeting.

ACTION TO BE CONSIDERED:

Because Council approved the 1st reading of Ordinance 300 at the October 3, 2022 meeting, Staff has prepared a 2nd reading of the Ordinance and a resolution allowing for publication by summary for Council's review. The following timeline will apply:

- October 3rd – 1st Reading
- October 17th – 2nd Reading
- October 21st – Published for Comment
- Ordinance will become effective 30 days after publication and after the MnDNR grants final approval of the project. This will take place no earlier than November 21, 2022.

Suggested Motions:

1. Move to approve the 2nd Reading of Ordinance 300 approving a rezoning request for Outlot A Rivers Edge 2nd Addition from UR to the Rivers Edge PUD.
2. Move to approve Summary Resolution 2022-56.

ATTACHMENTS:

- Draft Ordinance 300 – 2nd Reading
- Draft Summary Ordinance Resolution 2022-56

ORDINANCE NO. 300

**CITY OF ST. FRANCIS
ANOKA COUNTY**

**AN ORDINANCE APPROVING REZONING OUTLOT A OF THE 2ND ADDITION OF
RIVERS EDGE NORTH FROM UR URBAN RESERVE TO THE RIVERS EDGE
PLANNED UNIT DEVELOPMENT**

WHEREAS, on May 17, 2022, Dale Willenbring on behalf of St. Francis Land Development, LLC applied for a rezoning for the property legally described as Outlot A of the 2nd Addition of the Rivers Edge subdivision; and

WHEREAS, the subject site is currently zoned UR; and

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

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

WHEREAS, the Rivers Edge PUD is dated May 13, 2022 and is included as Exhibit A; and

WHEREAS, the applicant is proposing to rezone the property to the existing Rivers Edge PUD; and

WHEREAS, on September 21, 2022, 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 September 21, 2022, the Planning Commission unanimously recommended approval of the requested rezoning; and

WHEREAS, on October 3, 2022 and October 17, 2022, 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 October 3, 2022 and October 17, 2022, 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.

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

Section 1. St. Francis Zoning Map is amended to zone the property at Outlot A of the 2nd Addition of Rivers Edge from UR Urban Reserve to Rivers Edge Planned Unit Development.

Section 2. This ordinance shall become effective after publication and upon the date of final approval by the MnDNR.

Approved and adopted by the City Council this 17th day of October, 2022.

SEAL

CITY OF ST. FRANCIS

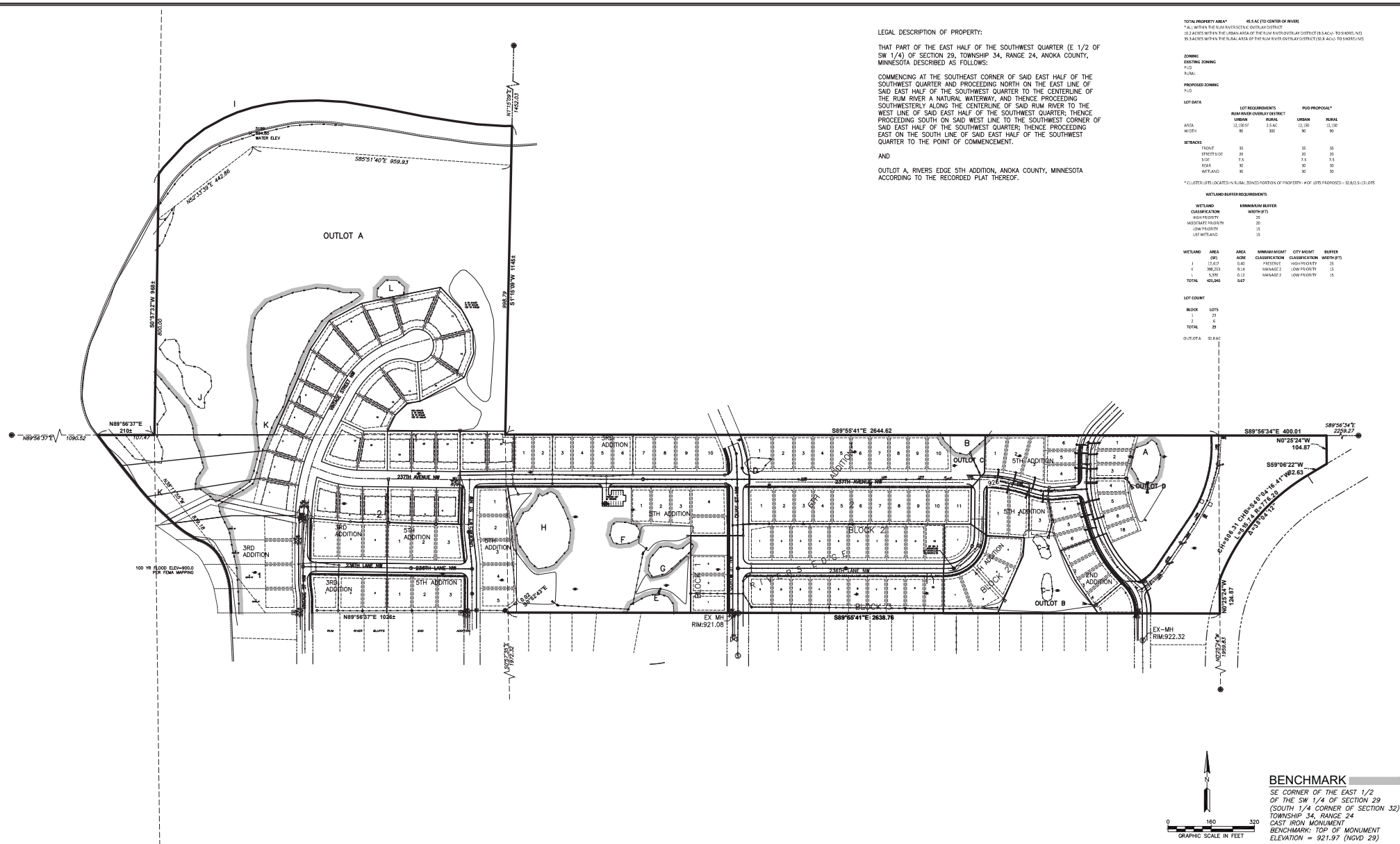
By: _____
Steven D. Feldman, Mayor

Attest: _____
Jennifer Wida, City Clerk

Published in the *Anoka County Union Herald* _____, 2022.

DRAFTED BY:
Hoisington Koegler Group, Inc.
800 Washington Ave N, Suite 103
Minneapolis, MN 55401

Agenda Item # 8A.



BENCHMARK
SE CORNER OF THE EAST 1/2
OF THE SW 1/4 OF SECTION 29
(SOUTH 1/4 CORNER OF SECTION 32)
TOWNSHIP 34, RANGE 24
CAST IRON MONUMENT
BENCHMARK: TOP OF MONUMENT
ELEVATION = 921.97 (NGVD 29)



CAMPION
ENGINEERING
SERVICES, INC.

● Civil Engineering ● Land Planning

PO BOX 41486
PLYMOUTH, MN 55441
PHONE: (763)486.3799
EMAIL: MCAMPION@CAMPIONENG.COM

I hereby certify that this plan, specification or report has been prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

Martin B. Campbell - Lic. # 19901 Date:

RIVERS EDGE 7TH ADDITION
ST FRANCIS LAND DEVELOPMENT, LLC
ST FRANCIS, MN

PRELIMINARY PLAT
ALL PHASES

PROJECT NO:	21-027
-------------	--------

SHEET NO. 3 OF 13 SHEETS

DATE: 05/13/2022

CITY OF ST. FRANCIS
ST. FRANCIS
ANOKA COUNTY

RESOLUTION 2022-56

A RESOLUTION AUTHORIZING THE SUMMARY PUBLICATION OF ORDINANCE
300, SECOND SERIES REZONING OUTLOT A OF THE 2ND ADDITION OF RIVERS
EDGE FROM UR TO THE RIVERS EDGE PUD – 2ND READING

WHEREAS, as authorized by Minnesota Statutes, Section 412.191, subd.4, the City Council has determined that publication of the title and summary of Ordinance 300, Second Series, will clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk and a digital copy of the Ordinance is available for inspection on the City’s website.

NOW THEREFORE, BE IT RESOLVED that the following summary of Ordinance 300 Second Series is approved for publication:

CITY OF ST. FRANCIS, MINNESOTA
ORDINANCE 300, SECOND SERIES

Section 1. Ordinance 300, as adopted, rezones the property known as Outlot A, Rivers Edge 2nd Addition from UR to the Rivers Edge PUD.

Section 2. The full ordinance will be in effect 30 days from this summary publication and upon the date of final approval by the MnDNR.

Section 3. The full ordinance is available for review during regular office hours in the office of the City Clerk and online on the City’s website.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 17TH
DAY OF OCTOBER, 2022.

APPROVED:

Steven D. Feldman, Mayor

Attest:

Jennifer Wida, City Clerk

Published in the Anoka County Union Herald the __ day of October, 2022.

DRAFTED BY:

Hoisington Koegler Group, Inc.

800 Washington Ave. N., Suite 103

Minneapolis, MN 55401



CITY COUNCIL AGENDA REPORT

TO: St. Francis City Council
FROM: Beth Richmond, Planner
SUBJECT: Subdivision Recording Extension – Meadows of St. Francis 4th Addition
LOCATION: Meadows of St. Francis subdivision (PIN: 06-33-24-11-0070)
DATE: October 17, 2022

OVERVIEW:

Staff has received a request to extend the deadline to record the subdivision for the 4th Addition of the Meadows of St. Francis development for an additional 90 days to December 31, 2022. The 4th Addition was approved by the City Council on July 18, 2022. This approval had a recording deadline of 60 days after all comments from MnDOT pertaining to this project were received. Comments were received from MnDOT on August 3, 2022; therefore the original recording deadline was set at October 2, 2022.

On September 30, 2022, the applicant requested a 90 day extension for the recording of the subdivision.

As a condition of the July approval, the applicant provided utility plans for Staff to review. Each lot created must have access to City utilities. Staff discovered that one of the proposed lots did not have utilities stubbed to the property while another of the proposed lots had two stubs. The applicant has been working with Staff, the property owner, and parties interested in developing those parcels to modify the lot lines slightly so that each new lot has access to an existing utility stub.

ACTION TO BE CONSIDERED:

Staff has prepared a draft resolution for the requested extension for your consideration.

Recommended Motion:

Move to approve Resolution 2022-57 extending the recording deadline for the Meadows of St. Francis 4th Addition subdivision to December 31, 2022.

Attachments:

- Draft Resolution 2022-57
- Applicant's Extension Request
- Original Resolution 2022-37

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

RESOLUTION NO. 2022-57

**A RESOLUTION EXTENDING THE DEADLINE FOR THE RECORDING OF THE
MEADOWS OF ST. FRANCIS 4TH ADDITION SUBDIVISION**

WHEREAS, on July 18, 2022, the City of St. Francis passed Resolution No. 2022-37, approving the subdivision for the 4th Addition of the Meadows of St. Francis subdivision (“Subdivision Resolution”); and

WHEREAS, Condition 11 of the Subdivision Resolution requires the applicant to record the subdivision with Anoka County within 60 days following the receipt of comments from MnDOT pertaining to this subdivision; and

WHEREAS, comments were received from MnDOT on August 3, 2022; and

WHEREAS, the deadline to record the Subdivision Resolution was set at October 2, 2022; and

WHEREAS, the Subdivision Resolution has not yet been recorded with the County; and

WHEREAS, City Code Section 11-36-05 allows applicants to request a timeline extension from the City Council; and

WHEREAS, the developer is working with all parties involved to modify lot lines so that each lot has access to an existing utility stub; and

WHEREAS, developer submitted a written extension request on September 30, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Francis, Minnesota, that:

1. Condition 11 of the Final Plat Resolution shall be amended as follows:

11. The applicant shall fulfill all conditions of this Resolution and record the subdivision documents with Anoka County by December 31, 2022. A signed copy verifying County recording shall be provided to the City.

2. All other terms of the Final Plat Resolution No. 2022-37 shall remain in full force and effect.

PASSED AND ADOPTED by the City Council of the City of St. Francis, Minnesota this 17th day of October, 2022.

Steven D. Feldman, Mayor

Attest: Jennifer Wida, City Clerk

Dated

This Instrument Drafted By:
Hoisington Koegler Group, Inc.
800 Washington Ave N, Suite 103
Minneapolis, MN 55401

From: [Sam Deleo](#)
To: [Beth Richmond](#)
Cc: [Colette Baumgardner](#)
Subject: RE: Meadows 4th Recording Deadline
Date: Friday, September 30, 2022 12:11:34 PM

Beth, yes, we will need an extension.

Thanks!

Sam

From: Beth Richmond <beth@hkgi.com>
Sent: Friday, September 30, 2022 11:47 AM
To: Sam Deleo <deleo@kldland.com>
Cc: Colette Baumgardner <CBaumgardner@stfrancismn.org>
Subject: Meadows 4th Recording Deadline
Importance: High

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sam,

I am writing to remind you that the recording deadline for the Meadows 4th subdivision is October 2. Am I correct that you are going to need a deadline extension for this project? If so, I will need to receive a written request (email is fine) for the timeline extension. The request should identify why the extension is needed and the length of extension that you are requesting. The extension request will then be reviewed by the City Council.

Beth Richmond, **ACP**
Planner
612-252-7145
beth@hkgi.com

HKG
800 Washington Ave. N., Suite 103
Minneapolis, MN 55401
www.hkgi.com

From: [Sam Deleo](#)
To: [Beth Richmond](#)
Cc: [Colette Baumgardner](#)
Subject: RE: Meadows 4th Recording Deadline
Date: Wednesday, October 5, 2022 6:48:42 AM

Beth:

I apologize for dropping the ball on getting you the request for an extension. If still possible, please accept this email as our request to extend the timeline for approvals on the Meadows of St. Francis 4th Addition project. We have finally received approval on the lot line relocation (Between lots 2 and 3) from the developer and will be forwarding the revised preliminary plat and draft final plat to you today.

Sam DeLeo, PLS

deleo@KLDland.com

Office 320-259-1266 Mobile 320-492-1824 Fax 320-259-8811

Kramer Leas DeLeo, P.C. 13 North 11th Ave. St. Cloud, MN 56303

From: Beth Richmond <beth@hkgi.com>
Sent: Friday, September 30, 2022 11:47 AM
To: Sam Deleo <deleo@kldland.com>
Cc: Colette Baumgardner <CBaumgardner@stfrancismn.org>
Subject: Meadows 4th Recording Deadline
Importance: High

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sam,

I am writing to remind you that the recording deadline for the Meadows 4th subdivision is October 2. Am I correct that you are going to need a deadline extension for this project? If so, I will need to receive a written request (email is fine) for the timeline extension. The request should identify why the extension is needed and the length of extension that you are requesting. The extension request will then be reviewed by the City Council.

Beth Richmond, **ACP**
 Planner
 612-252-7145
beth@hkgi.com

HKG

800 Washington Ave. N., Suite 103
 Minneapolis, MN 55401

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

RESOLUTION 2022-37

A RESOLUTION APPROVING A MINOR SUBDIVISION FOR THE 4TH ADDITION
OF THE MEADOWS OF ST. FRANCIS DEVELOPMENT

WHEREAS, the applicant, Rod Hamby, has requested a minor subdivision for the 4th Addition of the Meadows of St. Francis development; and

WHEREAS, the property is legally described as:

Lot 1, Block 2, Meadows of St. Francis, Anoka County, Minnesota. Containing 10.66 acres, more or less. (Torrens property); and

WHEREAS, the property can be identified with the Anoka County PID 06-33-24-11-0070; and

WHEREAS, the property was the subject of a minor subdivision approval granted by Resolution 2022-23 adopted on May 2, 2022; however, the plat was never recorded; and

WHEREAS, the applicant is requesting to subdivide the existing platted lot to create three additional lots as shown on the preliminary and final plat documents dated June 29, 2022; and

WHEREAS, the City of St. Francis has determined that this Resolution will repeal and replace Resolution 2022-23; and

WHEREAS, the entire site is zoned B-2 General Business; and

WHEREAS, all four lots meet the dimensional requirements for a lot in the B-2 zoning district; and

WHEREAS, the City Council of the City of St. Francis, on July 18, 2022, considered the requested subdivision and how it might affect public health, safety, or welfare and found that the project will not negatively impact the public health, safety, or welfare.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Francis hereby repeals and replaces Resolution 2022-23 and approves the requested minor subdivision based on the following findings of fact:

1. The proposed subdivision is consistent with the City’s Comprehensive Plan.
2. The proposed subdivision is consistent with the City’s Zoning and Subdivision Ordinances.

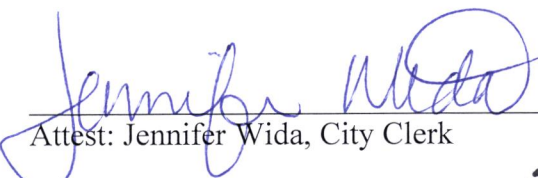
BE IT FURTHER RESOLVED that approval of the minor subdivision shall be subject to the following conditions:

1. The preliminary and final plats shall be renamed "Meadows of St. Francis 4th Addition."
2. Applicant shall show the location of all utilities within 100 feet of the site boundary on the preliminary plat.
3. Park dedication requirements shall be resolved in accordance with City standards.
4. Applicant shall address all comments from the City Engineer.
5. Applicant shall comply with all comments from MnDOT related to their review of this subdivision.
6. Applicant shall execute and submit a development agreement for the site with terms acceptable to the City Attorney.
7. The site plan performance agreement for the northernmost lot (Lot 1) shall be updated and approved by the City.
8. Reference monuments shall be placed in the subdivision as required by state law.
9. The applicant is responsible for all fees related to the review of this application.
10. All fees and financial obligations shall be received by the City prior to the releasing of the subdivision documents for recording.
11. The applicant shall record the subdivision documents with Anoka County within 30 days after the subdivision is approved and provide a signed copy verifying County recording to the City.

Approved and adopted by the City Council of the City of St. Francis on the 18th day of July, 2022.



Steven D. Feldman, Mayor



Attest: Jennifer Wida, City Clerk



Dated



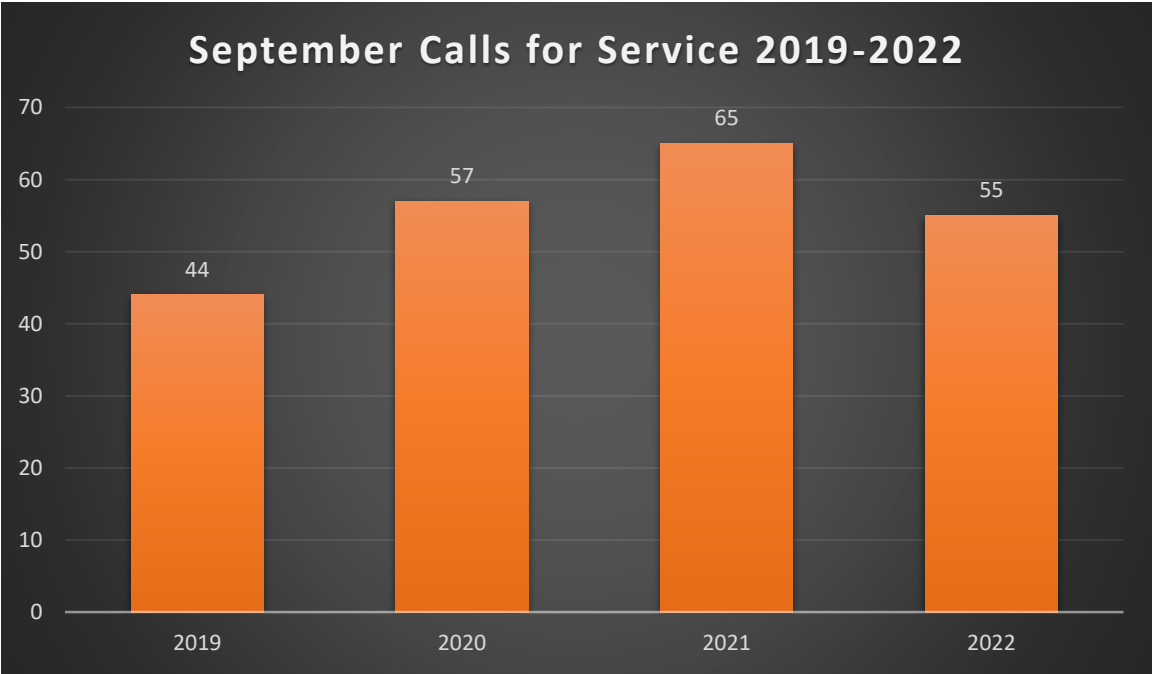
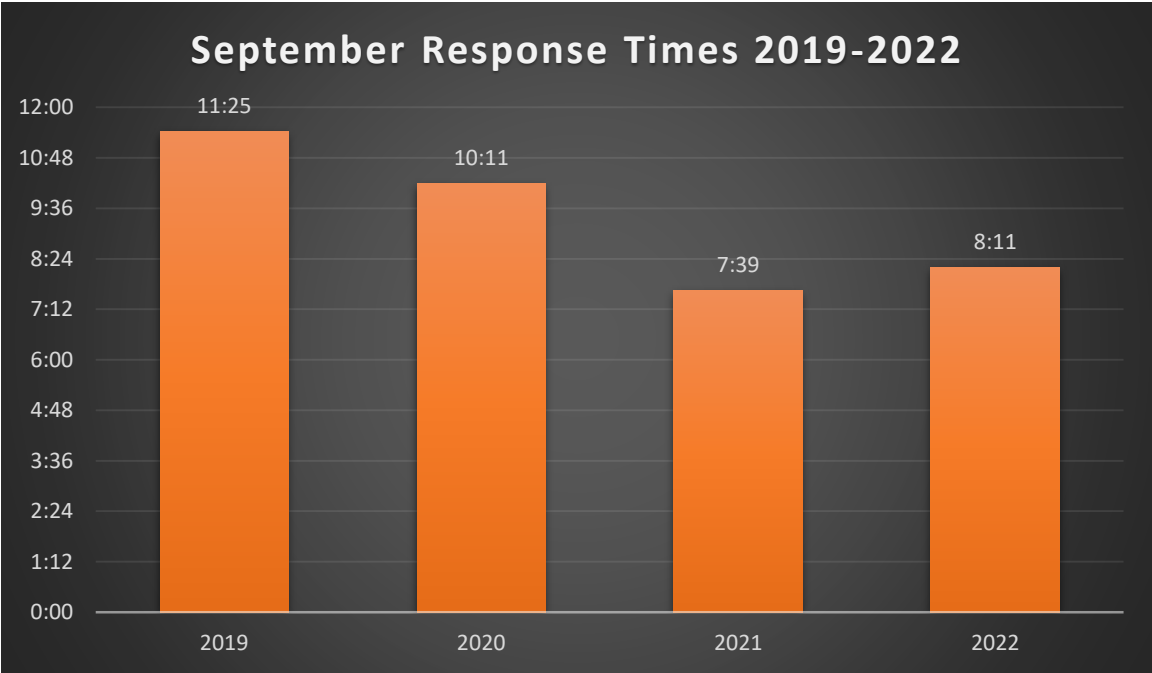
DRAFTED BY:
Hoisington Koegler Group, Inc.
800 Washington Ave N, Suite 103
Minneapolis, MN 55401

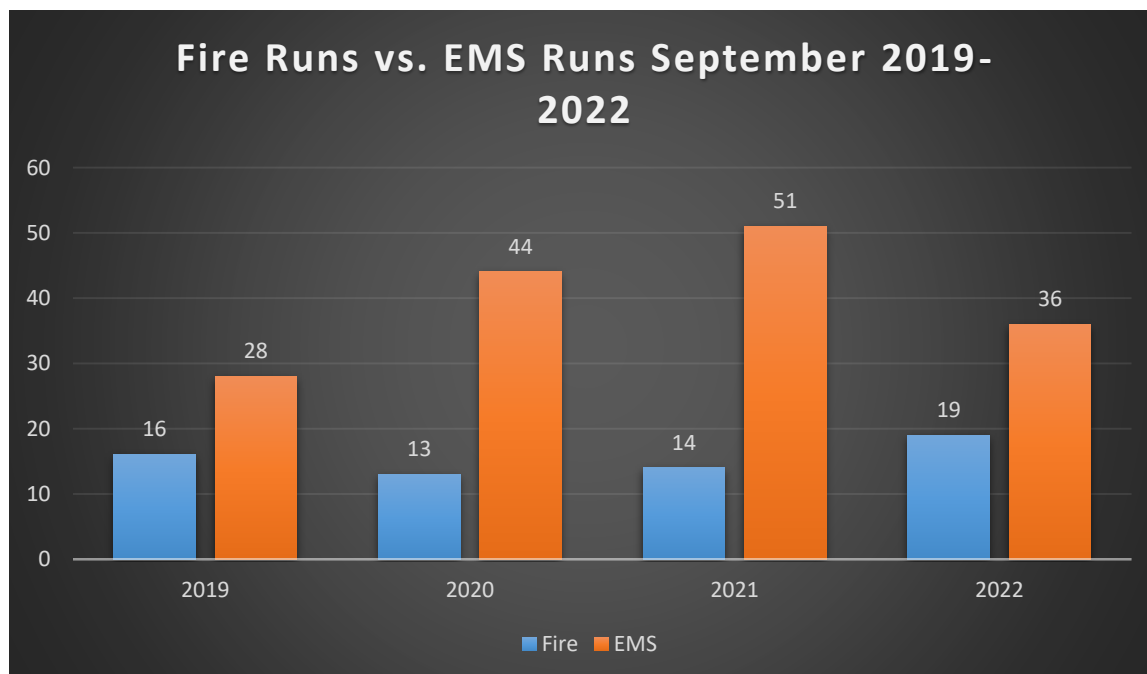
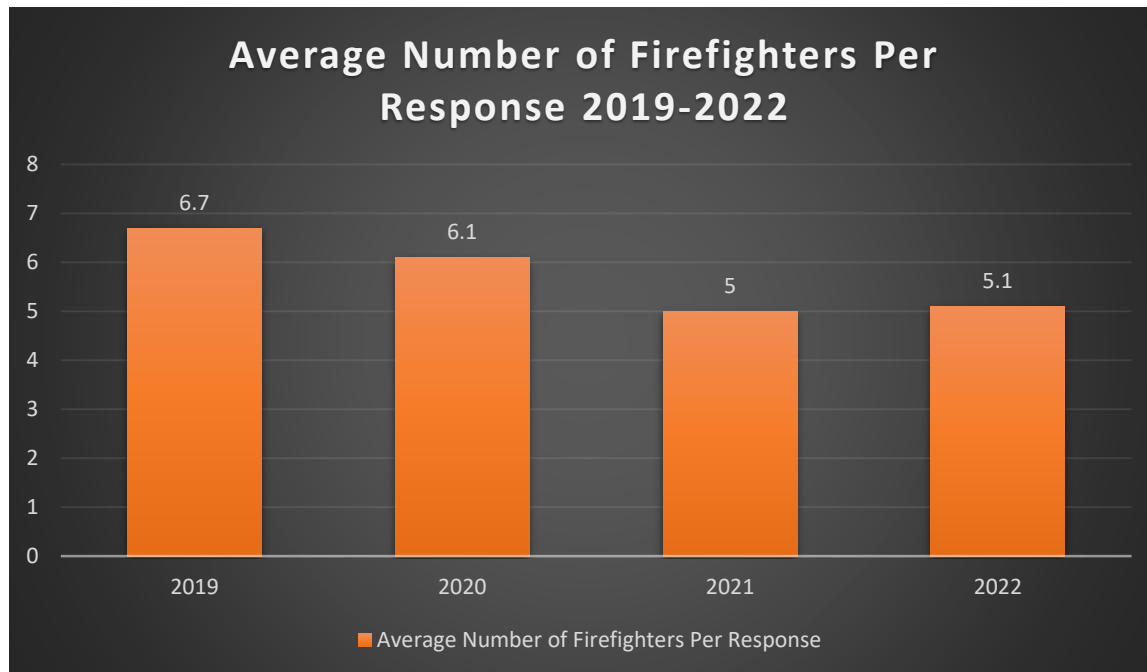
MONTHLY COMPARISON REPORT 2019-2022

September

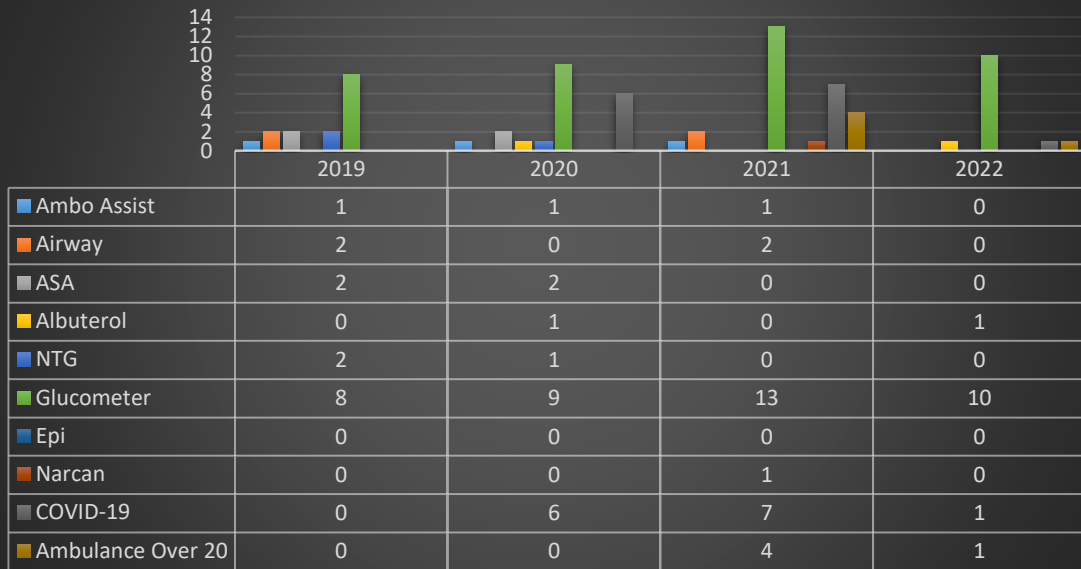


ST. FRANCIS
FIRE & RESCUE

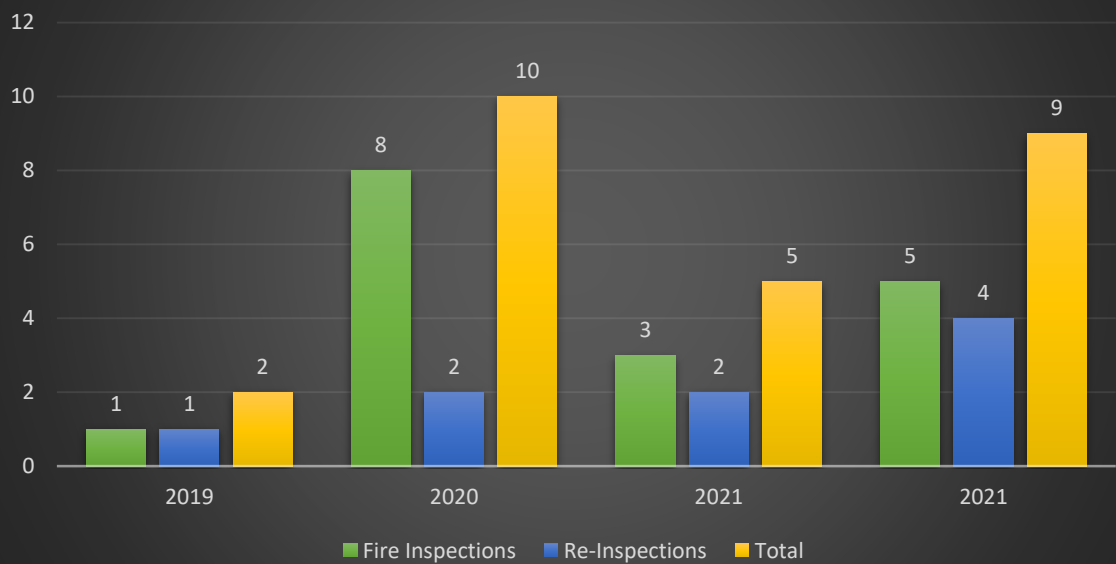




Variance Usage September 2019-2022



Fire Inspections September 2019-2022



3rd Quarter Report

July- September 2022

St. Francis Police Department



It was another busy summer for the police department. Officers and staff hosted and/or participated in a number of summer events including National Night Out, Cone With a Cop, and Stay Home Safe For Kids program. These events are a great way for the police department to maintain its great relationship with the public which is vital to keeping St. Francis a safe and enjoyable place to live and visit.

Calls for service increased from the second quarter in both reportable and non-reportable offenses. Types of reportable offenses which increased were thefts, DWI's, domestic related, and disorderly related offenses. Non-reportable offenses that increased were medicals, suspicious activity calls, open garage doors, and assists. Offenses referred to investigations also increased as well as citations issued.

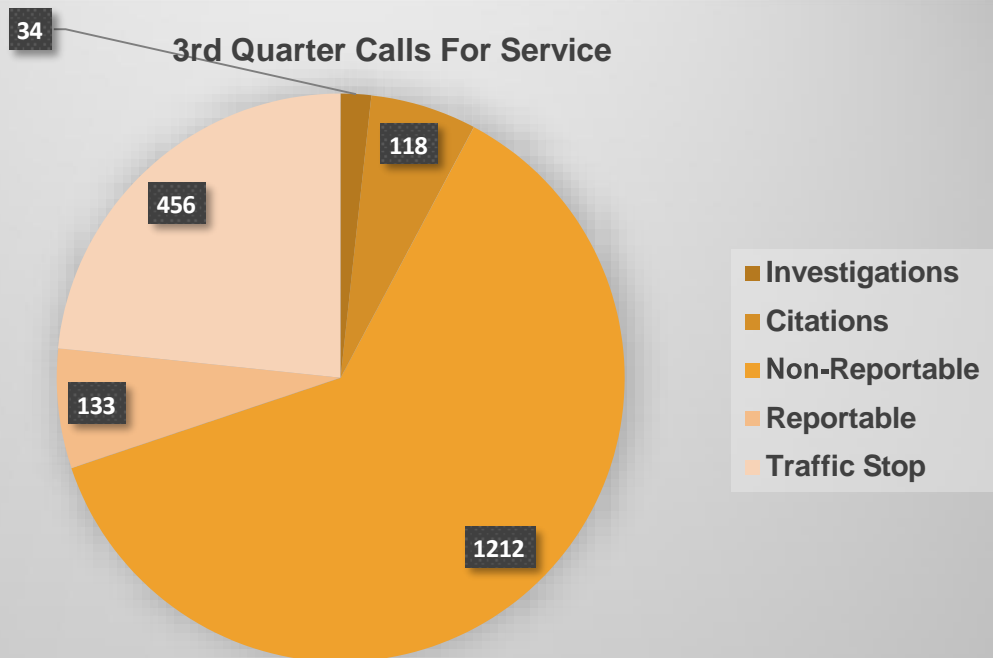
During the quarter officers participated in several Toward Zero Deaths (TZD) initiatives throughout the county in efforts to reduce traffic crashes, injuries and deaths on Minnesota roads. These initiatives included speed, DWI, Move Over Law, and seatbelt enforcement waves.

The police department welcomed two new officers to its team during the quarter. Officer Gerry Chanthapanya and Officer Lucas Sherburne will continue their field training throughout the remainder of the year and are eager to serve the St. Francis Community. Both officers look to be great additions to the police department.

The dedicated professionals of the St. Francis Police Department work hard to serve the St. Francis Community and as always want to thank the City Council for their continued support.

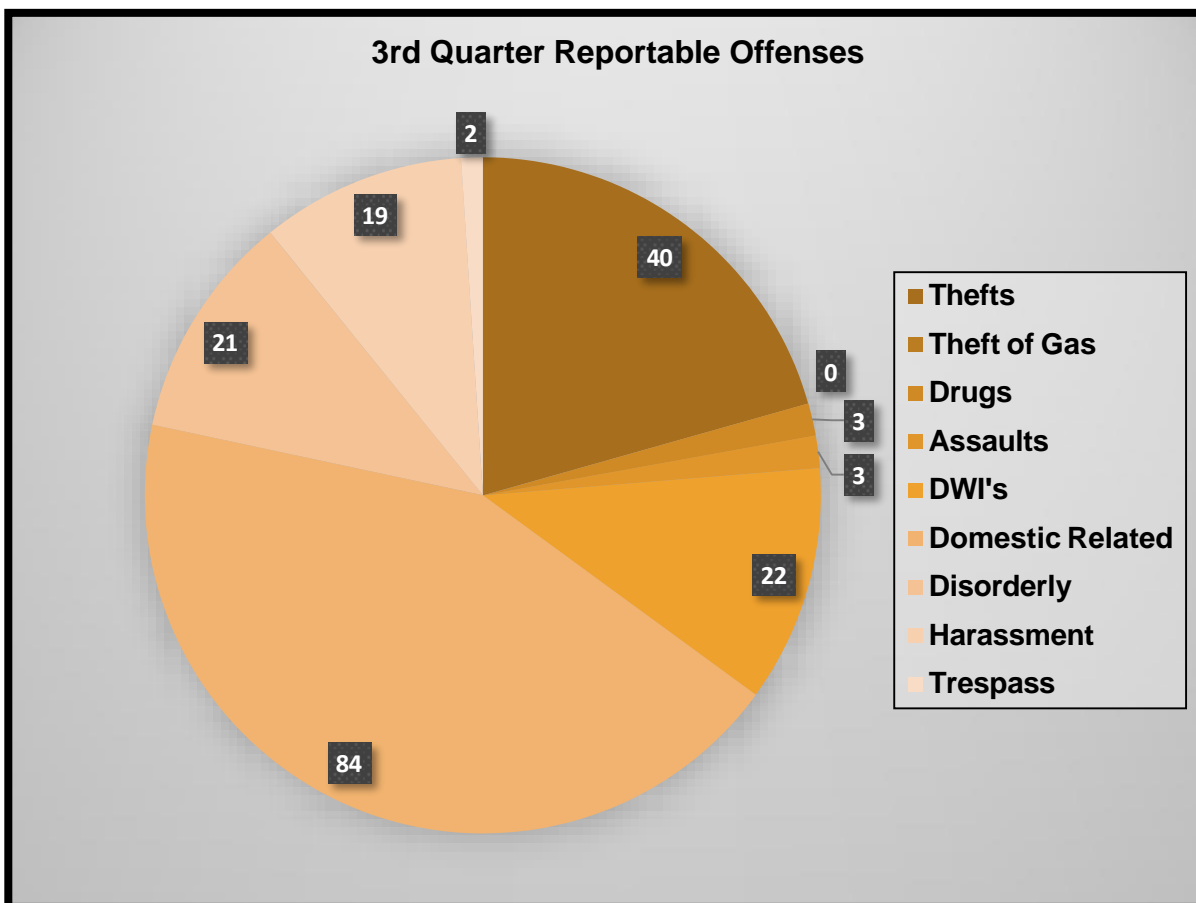
2nd & 3rd QUARTER OFFENSES

Offense Type	Description Examples	2nd Quarter	3rd Quarter
Reportable Offenses	Theft, Fraud, Damage To Property, Burglary, DWI, Assaults,	108	133
Non-Reportable Offenses	Suspicious Persons/Activity, Vehicle Lock Outs, Animal Complaints, Check Welfare, Accidents, Alarms, Medical, Parking Complaints, MV Complaints, Warrant Arrests, Neighborhood Disputes, Extra Patrol Requests.	1108	1212
Traffic Stops		482	456
Total Generated ICR's (Incident Crime Reports)		1698	1801
Investigations		25	34
Citations		108	118
Gun Permits		21	25



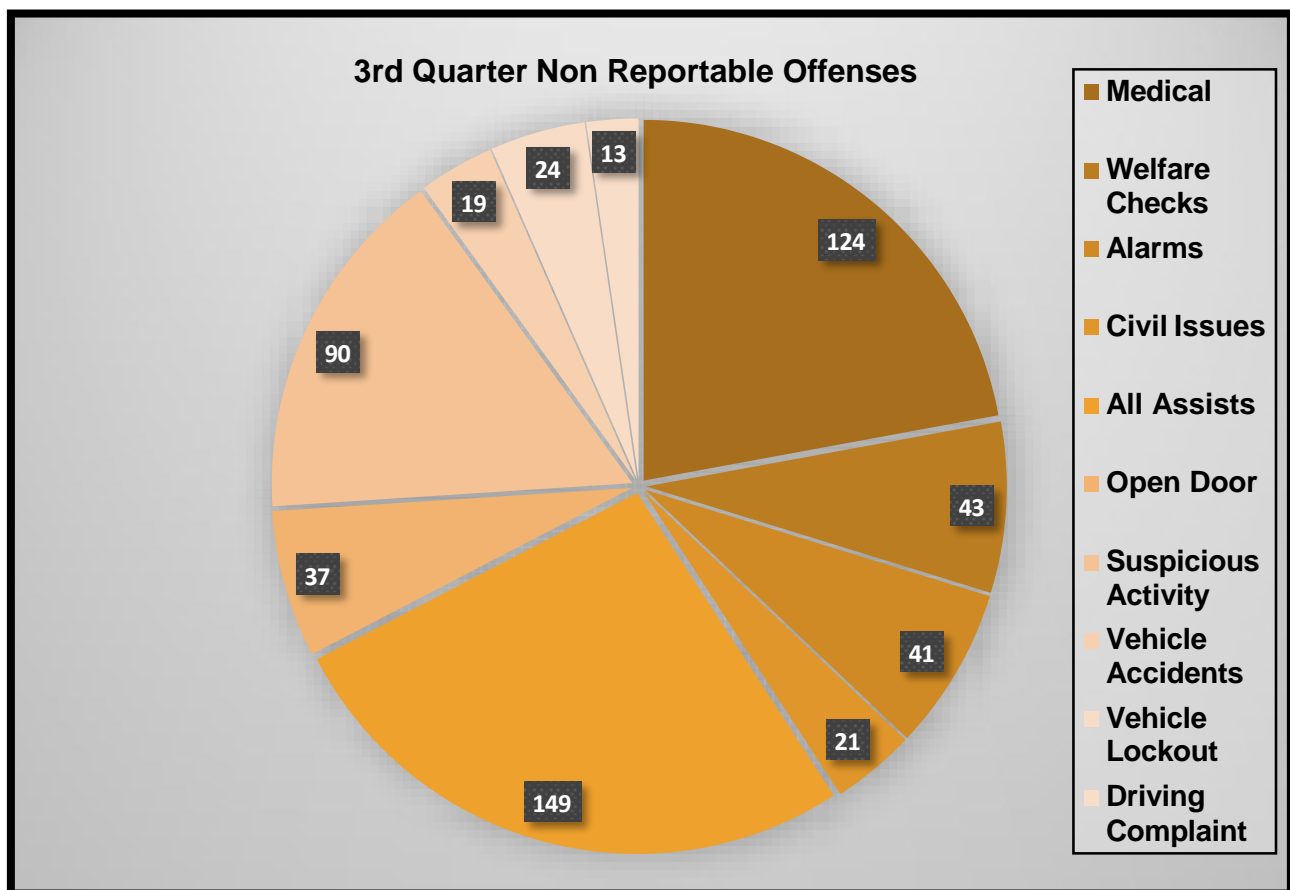
REPORTABLE OFFENSES

Offenses:	2nd Quarter	3rd Quarter
Thefts	26	40
Theft of Gas	1	0
Drugs	11	3
Assault Arrests	8	3
DWIs	19	22
Domestic Related	71	84
Disorderly	15	21
Harassment	19	19
Trespass	5	2



NON-REPORTABLE OFFENSES

	2 nd Quarter	3 rd Quarter
Medical	108	124
Welfare Checks	49	43
Alarms	41	41
Civil Issues	22	21
All Assists	126	149
Open Door	8	37
Suspicious Activity	77	90
Vehicle Accidents	25	19
Vehicle Lockout	29	24
Driving Complaints	15	13

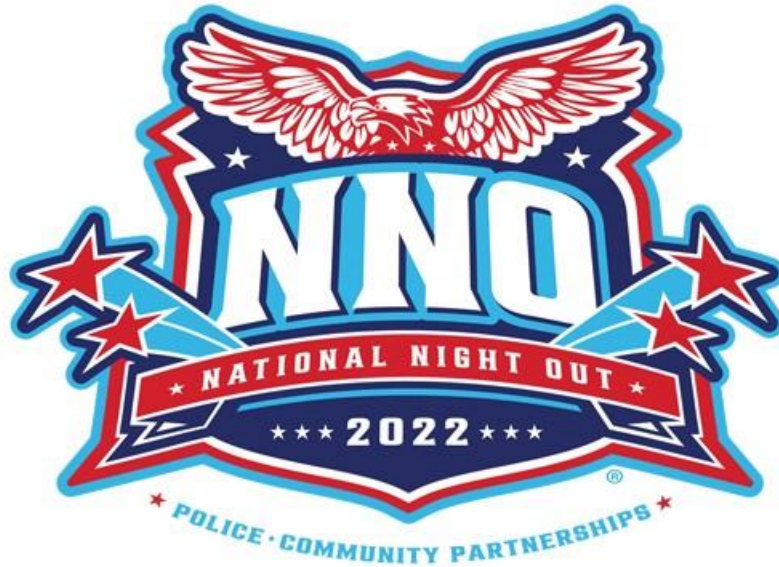


MINNESOTA TOWARD ZERO DEATHS (TZD)

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



- In 2022 through October 6th, there were 342 traffic-related deaths on Minnesota roadways. This is 6 percent less than there were at this time last year (351), but higher than each of the previous five years; 15 percent more than in 2020 (288), 25 percent more than in 2019 (265), and 26 percent more than in 2018 (263).
- Speed-related deaths (92) are 29 percent less than at this time last year (129), 7 percent more than in 2020 (86), and 57 percent more than in 2019 (58). Unbelted fatalities (59) are 25 percent lower than at this time last year (79), 15 percent less than in 2020 (69), and 14 percent higher than in 2019 (52).
- Motorcycle deaths (76) are the highest they have been in several years. They are 29 percent higher than at this time last year (59), and at least 38 percent higher than any one of the previous five years; they are 41 percent higher than in 2020 (54), and 90 percent higher than in 2019 (40).
- Pedestrian deaths (28) are 26 percent lower than they were at this time last year (38), and the lowest they have been since 2019 (27).



The City's annual National Night Out event was once again held in the Community Park. The event saw a large presence from police department staff, officers and reserve officers who were on hand displaying equipment and handing out supplies. Despite the sticky August conditions, there was a great turnout from the public and the event seems to get a little better each year.







STAY HOME SAFE FOR KIDS



The second annual Stay Home Safe For Kids program was held at the St. Francis Police Department in August. The course teaches young participants about internet safety, home accident prevention, how to handle emergencies as well as people safety and snack preparation. Thank you to Captain Sturzl with the fire department for providing fire safety and first aid instruction to the kids.





UPCOMING EVENTS

Prescription Drug Take Back Day:
October 29, 2022
10am – 2pm



Stop Bullying Day:
October 12

Santa at the PD: Date/Time TBD



Community Development

Quarterly Report of July - Sept 2022

Administration

- Colette Baumgardner was onboarded as the new Community Development Director! She has enjoyed her time with the City of St. Francis so far and is excited to spearhead new projects for the City.
- Staff selected a contractor to demolish the building at 23115 Ambassador, and the work was completed in September. This property will now be able to serve as a roadway for commercial development on the corner of Ambassador/Bridge Street and future development at 3731 Bridge.
- Staff are working to increase our community partnerships, specifically with the Chamber of Commerce and the School district. To support the Chamber in Quarter 3, staff attended monthly board meetings, attended the dinner for the Golf tournament, and distributed signs for the community yard sale. For the school district, staff provided a tour of the City with the new superintendent and attended the community education advisory meetings.

Economic Development

Bridge Street Corridor:

- Staff continues to work on title and survey issues for the property located at 3731 Bridge. Staff been in communication with developer interested in this property and requested for the developer to assemble a proposal to be presented at the next EDA meeting.
- The Rum River Inn has new ownership, and staff met with part of the new owner team. The owners have communicated that the project is on pause for now.
- Staff met with a development team interested in the 3518 Bridge site. The team would like to partner with Casey's to expand the development into the back of their site and create a mixed use development.

Hwy 47 Corridor:

- Eagle Point at Vista Prairie Senior Housing is moving forward. They hired a general contractor, and they are anticipated to hold a ground breaking ceremony in early November.
- Patriot Parkway project started the design review process, and the feedback was generally positive from the Planning Commission and City Council. Staff will continue working on this project and expect construction to start in 2023.
- Hwy-47 Auto Sales was sold. The new owners are anticipated to renovate the property and keep it as a used car dealership.

- The commercial corner on the south end of town had plat approved, known as Meadows 4th Addition, which divided it into four commercial lots. The approval contained a condition requiring that all lots had access to City sewer and water. The condition has not been met, so development is currently on hold.
- Dollar General at 229th has received approvals, but it is on hold until Meadows 4th Addition is finalized.

ST. Francis Economic Development Authority

The SFEDA did not hold any meetings in the third quarter of the year. They are scheduled to hold a meeting on November 30th.

Housing Development

Staff continue to track platted properties and the overall inventory for development lots. In the City, there are an estimated 35 lots remaining with water and sewer connections and 32 platted lots on private well and septic.

All of the development currently being discussed is in the urban area of the city. There are no developments in land use stages for the rural areas.

Rivers Edge Development –six phases have received final plat approval. This continues to be a successful development. The 7th phase completed its preliminary plat, and the 8th phase is anticipated in 2023.

Turtle Ponds, 4th and 5th additions– Final Plats were approved in March 2020 and this development has received extensions anticipating the parcels will be developed. The 4th addition and 5th addition started construction, and they are expected to be done in 2023.

Turtle Ponds 6th addition – After completing the wetland delineation, the new landowner started to discuss new ways to use this site. Staff has worked extensively with the landowner to discuss ideas for this parcel, and the original concept seems to be the best fit. Staff anticipate an application for this project in October.

Eagle Point at Vista Prairie. Staff continued to work with the owners, developers, and contractors for the new senior living facility. Staff anticipate construction of this development to start this Fall.

The Bluffs of Rum River. This project was the leading project in Quarter 3. The development completed Preliminary Plat approves from the City Council and Planning Commission. It is anticipated to add 302 housing units to the City and a commercial corner. This project is still subject to DNR approval, so there is a chance it will need to seek re-approval from the City.

Brothers Development, off 235th – Staff received an incomplete application for this project. Staff requested additional information and expect the entitlement process to be completed this winter.

Commercial Development

Meadows 4th. Staff have been working with the surveyor of this plat to finalize the subdivision. Once

the subdivision is complete, four commercial lots will be added to the City on HW-47.

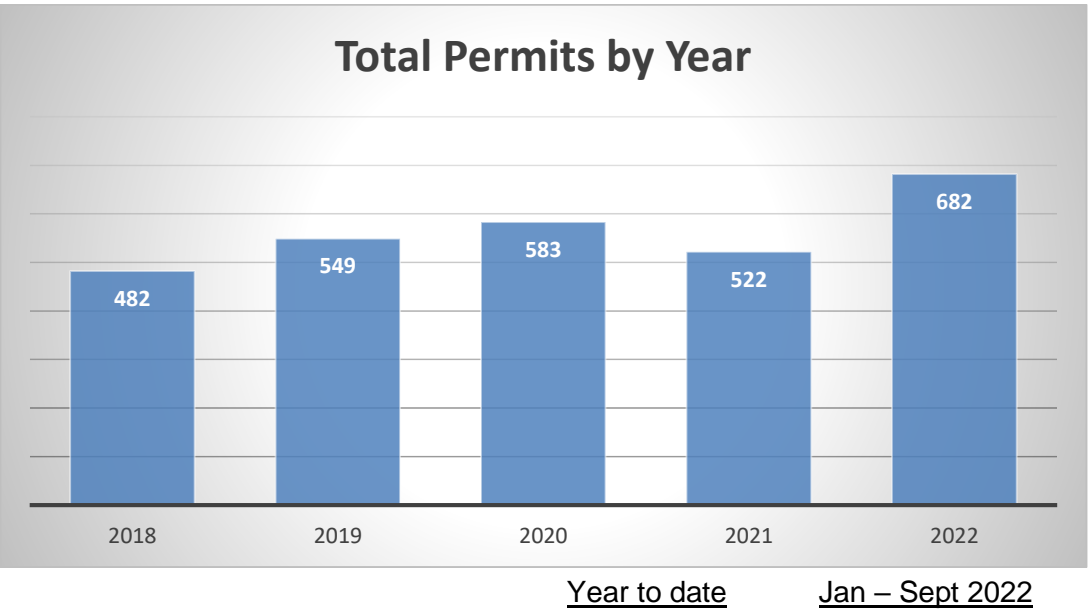
Patriot Parkway. Staff executed a contract with First Baptist Church to develop a new road and add between 3 and 4 commercial lots to HW-47. This project is being managed by an Streetar Consulting, and it is expected to begin construction in 2023.

Northrup Grumman. Northrup Grumman is planning to expand their facility in St. Francis, and they completed a IUP for grading to prepare for the expansion in the third quarter.

Building Department

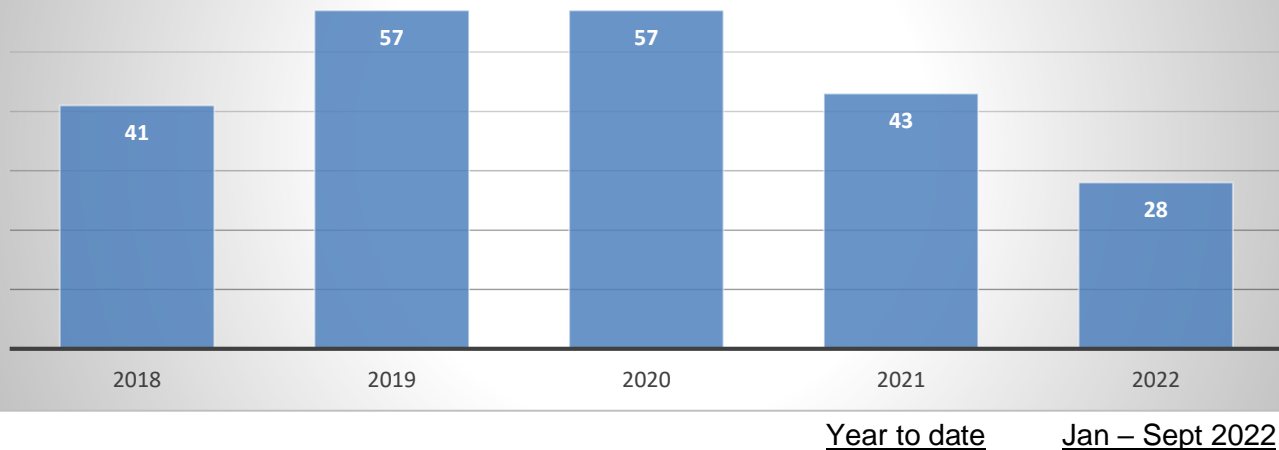
Permit totals remain high, and the City has processed 682 permits to date! City Staff issued 363 permits in Quarter 3! At quarter end, we are 267 permits over where we were last year. This is due in large part to the hail storm in early 2022. For reference, City Staff have processed 300 re-roof permits so far this year, compared to 52 reroof permits in 2021.

This is a remarkable accomplishment by staff, especially Lisa Stoll and Phil Dahlheimer. Many other cities in our area hired temporary staff to help with this additional workload, but St. Francis staff found a way to streamline the process to handle it in house.



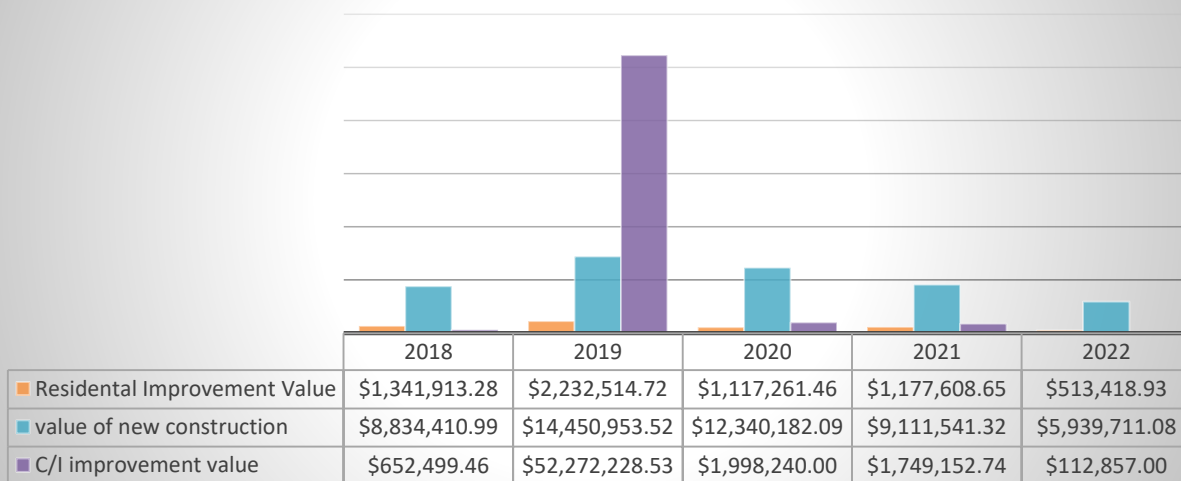
Below identifies the number of new permits for the quarter end compared to year end totals for the previous four years. One new construction permit was issued in Q3, not including manufactured homes. City Staff are seeing a trend in new construction with homeowners wanting to build their own homes, and it is creating additional review and consultation time for staff.

Residential New Construction Permits



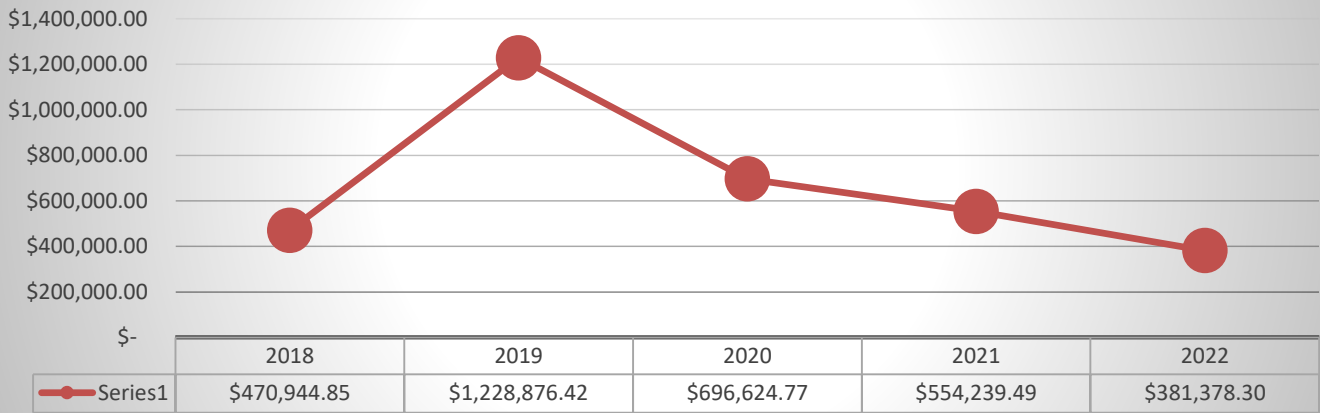
Some permits types are based on the valuation of the improvements done, including but not limited to, all commercial building improvements, new construction, decks, accessory buildings, remodels, and additions. These permits help to reflect the new investment happening in the City, not just the standard maintenance items.

Value of Improvements



Permit revenue is based on both counter permits (flat fee items such as fences, roofs, etc.) and projects that are based on a valuation schedule. All permit costs are identified in the City fee schedule. Fees are utilized to cover expenses of the permit process such as administration, inspections, engineering and planning if necessary. Despite the City's total number of permits being very high, the overall permit revenue is low compared to previous years. This is due to over 40% of the permits being flat fee, re-roof permits.

Permit Revenue



Code Enforcement

Staff continue to respond to code enforce complaints with 42 properties being in active code enforcement this year. Staff have seen an increase in the number of properties in code enforcement due to work without a permit. It is important for household to do their work under a permit to ensure that the improvements are safe for future and existing homeowners.

Planning Commission

The PC met all three months in the third quarter to discuss land use projects. The projects discussed included the comprehensive plan amendment for the Bluffs of Rum River, the preliminary plat for the Bluffs of Rum River, the preliminary plat for Rivers Edge 7th, and the concept for Patriot Parkway.

Two new vacancies became available on the Planning Commission in Quarter 3. Staff interviewed four additional candidates and expect the vacancies to be filled in Quarter 4.