



## CITY COUNCIL REGULAR MEETING

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

Monday, November 20, 2023 at 6:00 PM

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### AGENDA

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **CONSENT AGENDA**
  - A. City Council Minutes - November 6, 2023
  - B. MOU Extension with ACRED
  - C. Contingent Offers- Part-time Firefighters
  - D. Rivers Edge 6<sup>th</sup> Addition Financial Security Reduction
  - E. Random Drug & Alcohol Consortium Service Agreement – Northland Occupational Health & DOT Compliance
  - F. Dellwood River Park Riverbank Stabilization Project – Pay Estimate No. 1
  - G. Surplus Property  
*Resolution 2023-64 Declaring Surplus Property*
  - H. Rental License Approvals
  - I. Minnetonka Game and Fish Club Agreements
  - J. Accept Proposal for Geotechnical Services
  - K. Squad Computers
  - L. Delay Notice – Plumbing Permit
  - M. Stahl Construction – Pay Application No. 2 – Labor & Material
  - N. Change Orders – City Hall Fire Station Project
  - O. Payment of Claims
5. **MEETING OPEN TO THE PUBLIC**
6. **SPECIAL BUSINESS**
7. **PUBLIC HEARING**
8. **OLD BUSINESS**
  - A. AutoZone Rezoning – 2nd Reading  
*Ordinance 322 - approving rezoning of Lot 1 Block 1 Crown 2nd Addition from BPK to B-2*  
  
*Resolution 2023-65 authorizing the summary publication of Ordinance 322, Second Series*
  - B. Special Assessment for 23462 University Ave NW  
*Resolution 2023-66 amending special assessment for 23462 University Ave*
  - C. Ordinance Update – Fee Schedule, Second Reading  
*Ordinance 324, Second Series Amending Section 2-9-1 of the City Code regarding the Fee Schedule*  
  
*Resolution 2023-67 Authorizing the Summary Publication of Ordinance 324, Second Series*

**9. NEW BUSINESS**

A. City Hall / Fire Station Audio Contract

B. Hwy 47 Elected Officials Meeting

**10. MEETING OPEN TO THE PUBLIC**

**11. REPORTS**

A. Public Works - 3rd Quarter Report

B. Community Development Quarter 3 Report

**12. COUNCIL MEMBER REPORTS**

**13. UPCOMING EVENTS**

November 23 - City Offices Closed in observance of Thanksgiving

November 24 - City Offices Closed in observance of Thanksgiving

December 4 - City Council Meeting @ 6:00 pm

December 18 - City Council Meeting @ 6:00 pm

December 20 - Planning Commission Meeting @ 7:00 pm

**14. ADJOURNMENT**

CITY OF ST. FRANCIS  
CITY COUNCIL AGENDA

St. Francis Area Schools District Office 4115 Ambassador Blvd. NW  
November 6, 2023  
6:00 p.m.

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

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

**2. ROLL CALL**

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

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

**3. APPROVAL OF AGENDA**

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

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

Nays: None

Motion carries: 5-0

**4. CONSENT AGENDA**

A. City Council Minutes - October 16, 2023

B. 2022 Street Rehabilitation Project – Final Payment

C. 2023 Street Rehabilitation Project – Pay Estimate No. 1

D. Embedded Systems Contract Renewal

E. Assessing Contract

F. Potential Change Orders (PCO) – City Hall / Fire Station Project

G. Surplus Property

*Resolution 2023-62 Declaring Surplus Property and Authorizing the Disposal of said Property*

H. Rink Management Agreement

I. Tobacco License – Saint Francis Tobacco Inc

J. Arbitrage Monitoring-Ehlers

K. Geotechnical Services RFP

L. Payment of Claims

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

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

Nays: None

Motion carries: 5-0

**5. MEETING OPEN TO THE PUBLIC**

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

**6. SPECIAL BUSINESS - NONE**

**7. PUBLIC HEARINGS**

**A. Miscellaneous Special Assessments**

Resolution 2023-63 Authorizing and directing certification of municipal utility services, maintenance of private property, administrative civil notice fees, and repair of leaks as a lien upon premises

Finance Director Mulvihill reviewed the Staff report regarding the special assessments and the request to certify delinquent bills to the 2024 taxes.

Udvig state that it is disappointing that residents are not paying their utilities and storm water payments each year.

Bauer explained that storm water charges are dictated by the State. He noted that if residents do not pay the \$60 fee then they will end up paying for it on their taxes with an additional \$6 charge.

Kreklow shared her concerns with the amount of delinquent utility bills.

Robinson reiterated that the storm water charges are due to a State mandate.

MOTION BY: UDVIG SECOND: ROBINSON APPROVING RESOLUTION 2023-63 AUTHORIZING AND DIRECTING CERTIFICATION OF MUNICIPAL UTILITY SERVICES, MAINTENANCE OF PRIVATE PROPERTY, ADMINISTRATIVE CIVIL NOTICE FEES, AND REPAIR OF LEAKS AS A LIEN UPON PREMISES.

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

Nays: None

Motion carries: 5-0

**8. OLD BUSINESS - NONE**

**9. NEW BUSINESS**

**A. Ordinance Update – Fee Schedule, First Reading**

Ordinance 324 - Amending section 2-9-1 of the city code regarding the fee

schedule

Thunstrom reviewed the Staff report concerning the fee schedule changes and updates from all departments.

Robinson asked what a micro-unit is. Baumgardner explained that during the 2023 legislative session they approved that any religious institution would be able to establish a sacred settlement community on their property for low-income or previously and actively homeless people. She noted that these fees are for processing the permit and inspection that goes along with the establishment of one of these communities. She added that they have not yet updated the zoning code to match this new State legislature but will be coming forward to the Council for review soon.

Robinson asked if these would be mobile units or units with a foundation. Baumgardner stated that it would be very similar to a tiny home with not having a permanent foundation underneath but would have to be anchored to the ground. She added that they have not been given the exact specifications at this time. She stated that this fee is the same as a manufactured home set-up fee.

Robinson asked if these units would need to have sewer and water run to them. Baumgardner explained that each of these units would not need to have their own bathing facilities and could have a shared bathroom facility within the primary structure of the religious institution.

Robinson asked about the establishment of these communities. Baumgardner shared that she is not sure what the Planning and Zoning Commissions overview will be of the establishment of one of these communities. She stated that she will know more about this in the coming months.

Kreklow asked if these types of communities are being established anywhere else in the country or State. Baumgardner explained that there are a few communities in the State that are being established.

Kreklow asked about the increase in the water rates and if there is a way to take this piece out to have a separate conversation about the water rates. She shared that she is concerned with the increase in water rates as she has already received two calls from residents about the water rates. Mayor Muehlbauer stated that they were able to lower the water rates by about 20% in the past which caused them to have to dip into the reserves. He noted that they were told when they did this that they would have to increase the rates in 2023 by about 3%. He stated that they were able to give relief at the time but it ended up hurting the budget in the long run. He added that if they do not increase this then they will end up being in a harder place than they are currently.

Finance Director Mulvihill shared that the Council did approve a two step rate increase in the fall of 2022. She noted that this has already been approved but has

not been put in the fee schedule yet. She explained that this is all based on the cash flow looking ahead to what the debt service is. She shared that the Council had previously agreed that they would rather do small incremental increases over time rather than having to do a huge rate increase at one time. She noted that when they did the 20% decrease in the past they did set where their minimum cash balance was at. She shared that she watches the cash balance to make sure it does not go below a certain amount.

Bauer explained that the fee schedule is set to recuperate Staff time and these numbers have actual meaning behind them. He asked about the storm water increase going to \$72 a year with the late fee due in July. He asked if they are doing a \$10 late fee and if they will also do a 10% late fee on top of this if not paid by the end of the year. Thunstrom said yes.

Mayor Muehlbauer added that due to the increase in labor and material costs is another reason that they are having to increase some of these fees. He noted that these increases are not meant to make the City money but to rather cover the costs of the work the City does.

Bauer shared that another issue he has with people not paying their storm water bill is that the City sends out multiple notices which also costs the City additional money in supplies and Staff time. Mulvihill added that they have cut down their mailings to only sending two notices, the original notice and the second notice with the special assessment.

Bauer stated that he would rather this money be used somewhere else than on sending notices to residents.

Robinson asked if Mulvihill could check with cities in the surrounding area of similar size to see what their water charges are. Mulvihill shared that she had looked at this as a part of the long range plan. She noted that she can send this information to the Council.

Mayor Muehlbauer shared that he was curious as to how the potentially dangerous dog and dangerous dog registration is determined and explained that it is determined by State statute.

**MOTION BY: BAUER SECOND: ROBINSON APPROVING ORDINANCE 324 AMENDING SECTION 2-9-1 OF THE CIDE CODE REGARDING THE FEE SCHEDULE.**

A roll call vote was performed:

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

Councilmember Kreklow                      aye

Motion carried 5-0

**B. 2023 COLA**

Thunstrom reviewed the Staff report in regard to the requested 2023 COLA for the non-union cost of living increase of 3%.

Bauer explained how they come up with the 3% COLA. He shared that they do have labor unions that have already settled their contracts so it is typical to give the same rate to the non-union employees.

MOTION BY: UDVIG SECOND: KREKLOW APPROVING THE 3% COLA FOR NON-UNION EMPLOYEES.

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

Nays: None

Motion carries: 5-0

**C. Administrative Captain Hybrid Position**

Thunstrom reviewed the Staff report concerning the request for an Administrative Captain hybrid position with administration at City Hall and the Fire Department. She reviewed the role and the outlined budget for this position. She stated that they would be looking to post this position right away.

Kreklow shared that she met with Thunstrom and Fire Chief Schmidt earlier who were able to answer many of her questions about this.

Bauer stated that he struggles to see these two positions being combined. He asked how this person would get percentages to be qualified when this position does not allow overtime. He also shared that requiring a degree for a clerical person does not make sense to him. He stated that he cannot get on board with this currently.

Robinson shared that the St. Francis Fire Department is looked up to in the community. He added that Staff would not put this personnel request in front of Council unless it was needed. He reiterated that Council and Staff exist to serve the people and this position would help enhance the services for the people. He shared his support for this position.

Udvig shared that she thinks this is a good way to move in the right direction to address the needs in both the Fire Department and at City Hall.

Mayor Muehlbauer agreed that this is a step in the right direction. He shared that at the work session meeting the Council had requested that the department heads give the Council their wish lists of things that they will need over the next 10 years.

He added that both Thunstrom and Schmidt were looking for assistants in their role which is how this position came about. He stated that he is not in favor of a full time Assistant Fire Chief; however, he is in favor of providing the City with the services that the City is here to provide. He added that they need to give the City departments the tools they need to succeed. He noted that with Nowthen and Bethel looking to extend their fire contracts with St. Francis. He stated that this is a compromise that was reached.

MOTION BY: KREKLOW SECOND: UDVIG APPROVING THE ADMINISTRATIVE CAPTAIN HYBRID POSITION.

Ayes: Kreklow, Udvig, Robinson, and Mayor Muehlbauer.  
Nays: Bauer  
Motion carries: 4-1

**D. City Hall Public Business Hours - Update**

Thunstrom reviewed the Staff report in regard to the update to the City Hall public business hours. She shared that they have discussed opening City Hall on Fridays from 7:00 a.m.-11:00 a.m. She noted that the new weekly hours would be Monday-Thursday from 7:00 a.m.-5:30 p.m. and Fridays from 7:00 a.m.-11:00 a.m. starting on January 2, 2024.

The Council shared that they are happy to see that City Hall will now be open to the public for a few hours on Fridays.

MOTION BY: ROBINSON SECOND: BAUER APPROVING THE UPDATE TO CITY HALL PUBLIC BUSINESS HOURS.

Ayes: Bauer, Kreklow, Udvig, Robinson, and Mayor Muehlbauer.  
Nays: None  
Motion carries: 5-0

**10. MEETING OPEN TO THE PUBLIC**

A member of the St. Francis Student Council, Leslie, 23378 Jonquil Street NW, came forward and shared that she the St. Francis Student Council had just returned from a retreat that taught them about happy leaders and the importance of saying 'yes' and jumping at opportunities. She noted that they also discussed their ideas with other councils and what they can do in their schools. She shared that in November and December they have upcoming events, such as a food drive, a community night, and snow days week. She added that the Multicultural Student's Union Club will be hosting craft sessions for Indigenous People's month. She shared that more information will be coming forward about these and other events.

**11. REPORTS - NONE**



## **12. COUNCIL MEMBER REPORTS**

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

Udvig shared that the Parks and Recreation Commission is having their first meeting on November 16 at 6:00 p.m.

Bauer shared that the school district 15 has a vote on November 7, asking for school funds for a levy. He encouraged people to get out and vote.

Kreklow shared that she has been meeting with Staff to learn more and plans to tour the Public Works facility soon.

Robinson thanked Public Works for their Halloween Trunk-or-Treat event. He discussed the fire contract with Bethel. He added that there will be a recycling day on November 18 from 8:00 a.m. to 12:00 p.m. at Public Works.

Mayor Muehlbauer also shared about the Bethel fire contract. He added that it is likely that they will have a fire district of some sort coming in the future.

Robinson asked the residents in the audience if they had anything that they would like to discuss with the Council.

Trenton Trovik, 23462 University Avenue came forward and shared that he received a letter that says he owes a \$9,000 fine.

Mayor Muehlbauer stated that they have already gone through the meeting open to the public and public hearing portion of the meeting and asked Assistant City Attorney Schaps how to proceed. Schaps stated that if they were to revisit the public hearing portion then they would have to motion to reopen this.

**MOTION BY: ROBINSON SECOND: BAUER TO REOPEN THE PUBLIC HEARING.**

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

Nays:

None

Motion carries: 5-0

Mr. Trovik shared that the first letter he received about this fine was delivered a few weeks ago. He stated that it seems unfair that nothing was ever taped on his door or come to his address before this.

Baumgardner shared that they did visit this property in August at which time they did put something on the door. She added that they have been mailing the citations to both the owner address and the property address. She noted that they also tried

to contact the phone number that was listed for the property. Mr. Trovik stated that he does not have a phone number associated with this property. Baumgardner shared that there is a sign on the gate to the property with a phone number which is the number they called. She explained that they can discuss this moving forward on how to clean up the property.

Baumgardner asked if Mr. Trovik had a good understanding of the notices within the citations. Mr. Trovik said yes; however, he stated that he does not rent out his property and does not use it for a business use.

Baumgardner explained how this process works. She shared that Staff received a complaint that has different items within it which is when Staff sends out the notice issuing the items that were received in the complaint. She noted that if they do not receive any information from the property owner at this time then they do move forward with citations based on this complaint. She stated that they have not been able to verify all of the items that are on the citation. She added that they can discuss a plan to clean up the property.

Mr. Trovik shared that he started to clean up the property after he received the first notice. Baumgardner reiterated that they have attempted contact in the past for this.

Mayor Muehlbauer asked why Mr. Trovik did not come into City Hall sooner to ask about this fine. Mr. Trovik shared that he does not have a driver's license and could not find a ride.

Mayor Muehlbauer shared his frustration with this as he knows that Staff has been continually trying to reach out to the property owner. He explained that these fines are not to produce revenue but just to cover Staff time.

Udvig asked if the certified mail has been going to the Ramsey address. Baumgardner shared that they have been going to the Ramsey address as that is what is listed in the Anoka County property records.

Udvig stated that there was a phone number listed with one of the responses that they received and Staff did reach out to this number and they never received anything back.

Thunstrom stated that they have until November 30 to identify with the County. She noted that there is one Council meeting before the deadline for these assessments. She recommended continuing this individual assessment to the next Council meeting contingent upon a meeting with Staff prior to the November 15 deadline. She noted that if some of the items in the citation are not accurate it is possible that they can be reduced. She noted that there has been a lot of Staff time spent on this issue.

Kreklow asked if the phone number that was provided in the letter is a current phone number. Mr Trovik stated that he is not sure what his phone number is.

Kreklow asked if the conversation with Staff can be a phone number or needs to be an in person meeting to review this. Mayor Muehlbauer stated that an in person meeting should be required.

Baumgardner stated that the meeting would be held at City Hall.

Mayor Muehlbauer stated that they want to be fair with this; however, the cost of the Staff time already spent on this adds up quickly.

**MOTION BY: MAYOR MUEHLBAUER SECOND: UDVIG TO CONTINUE THE SPECIAL ASSESSMENT PROCEEDING IN REGARD TO THE PROPERTY LOCATED AT 23462 UNIVERSITY AVENUE NORTHWEST.**

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

Nays: None

Motion carries: 5-0

### **13. UPCOMING EVENTS**

- November 10 - City Offices Closed in observance of Veteran's Day
- November 14 - URRWMO Meeting - 6:30 pm @ Oak Grove City Hall
- November 15 - Planning Commission Meeting - 7:00 pm
- November 18 - Recycling Event - 8:00 am - 12:00 pm
- November 20 - City Council Meeting - 6:00 pm
- November 23 - City Offices Closed in observance of Thanksgiving
- November 24 - City Offices Closed in observance of Thanksgiving

### **14. ADJOURNMENT**

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

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

Nays: None

Motion carries: 5-0

There being no further business, Mayor Muehlbauer adjourned the regular City Council at 7:12 p.m.

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Jennifer Wida, City Clerk



## CITY COUNCIL AGENDA REPORT

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**TO:** Kate Thunstrom, City Administrator  
**FROM:** Colette Baumgardner, Community Development Director  
**SUBJECT:** MOU Extension with ACRED  
**DATE:** November 20, 2023

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### **OVERVIEW**

The Anoka County Regional Economic Development (ACRED) Partnership started in 2019 as a collection of governmental and quasi-governmental agencies to promote the region. The partnership has been a helpful resource for staff through quarterly meetings, events, and increasing contacts with developers. Staff are also able to learn best practices from other cities and learn about challenges that they are also facing. More information about the partnership can be found in the attachments.

### **ACTION TO BE CONSIDERED**

Approve joining the Memorandum of Understanding (MOU) extending the ACRED partnership through January 10, 2025.

### **BUDGET IMPLICATION:**

No impact. Already a budgeted expense.

### **ATTACHMENTS**

- Summary Memorandum from ACRED Director
- Memorandum Extension



## ANOKA COUNTY Regional Economic Development

To: St. Francis City Council  
From: Gregory Frahm-Gilles, Anoka County Director of Economic Development  
Date: November 13, 2023  
RE: Anoka County Regional Economic Development (ACRED) MOU Extension

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The Anoka County Regional Economic Development (ACRED) Partnership is a collective of all 21 Anoka County municipalities to provide regional economic development services. This partnership was established in January 2019 through the execution of a Memorandum of Understanding (MOU) that all communities in Anoka County signed onto.

The key objective for ACRED is to provide regional economic development support to all 21 municipalities, helping each community bring their own unique economic development visions to fruition. The three core areas of emphasis include:

- **REGIONALISM:** Economic activity in one community extends into nearby communities. Economic challenges are often not limited to jurisdictional boundaries, too. Regionalism promotes collaboration amongst all municipalities on economic development opportunities to share ideas, best practices and networks. Challenges impacting many municipalities can be worked on together.
- **MARKETING:** Promote Anoka County as a region ripe for investment. Share Anoka County opportunities with real estate brokers, investors, developers and businesses looking at growth or relocation.
- **READINESS:** Create future opportunity by helping cities bring key development sites to market. Connect cities with available programs or contacts to assist in development, redevelopment or infill projects. Share best practices and data to position communities for future investment and help support resilient local economies.

The original 2019 MOU is set to expire in January 2024, with that original MOU providing guidance that a new MOU should be established at that time. However, ACRED is currently involved with two major efforts that will help shape future objectives – (1) a county-wide housing study, and (2) an updated organizational strategic plan. Given that these efforts are still pending, the ACRED Executive Committee felt that a 12-month extension on the existing MOU was justified to let those initiatives be completed first, then a more robust conversation on future priorities and MOU can happen in 2024.

The MOU amendment document presented for Council consideration simply extends the same terms of the original MOU out another 12-months. The new MOU expiration date will be January 10, 2025.



# ANOKA COUNTY

Regional Economic Development

While staffing expenses are covered by Anoka County, the operating budget for ACRED is split between all municipalities on a per capita basis at a rate of \$0.057 per resident. The City of St. Francis' 2023 contribution to ACRED was \$473, based on a population of 8292 residents.

**ACTION REQUESTED:**

- Consideration and approval of the 12-month extension to the existing ACRED Memorandum of Understanding, revising the MOU expiration date to be January 10<sup>th</sup>, 2025.

**AGREEMENT EXTENDING AND AMENDING  
the  
MEMORANDUM OF UNDERSTANDING FOR ANOKA COUNTY  
ECONOMIC DEVELOPMENT  
By and Among  
THE COUNTY OF ANOKA, CONNEXUS ENERGY, METRONORTH  
CHAMBER OF COMMERCE, AND PARTICIPATING MUNICIPALITIES OF  
ANOKA COUNTY**

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THIS AGREEMENT is by and between the County of Anoka County (the “County”), a political subdivision of the State of Minnesota, by and through its Housing and Redevelopment Authority (“HRA”), Connexus Energy, a Minnesota corporation in Ramsey, Minnesota, MetroNorth Chamber of Commerce, a Minnesota nonprofit organization, and those participating municipalities located within Anoka County, Minnesota, identified on Exhibit A.

**Recitals:**

1. In 2017, a research consultant produced a report and market analysis of business opportunities, targets, and strategies for economic development within Anoka County.
2. Following the 2017 study, the parties signed the “Memorandum of Understanding By and Among The County of Anoka, Connexus Energy, MetroNorth Chamber of Commerce, and Participating Municipalities of Anoka County” (the “2019 Memorandum of Understanding”) for the purpose of forming an executive committee (the “Executive Committee”) to develop and implement an economic action plan (the “Final Action Plan”).
3. The original 5-year term of the 2019 Memorandum of Understanding will expire on January 10, 2024, or upon the determination by the Executive Committee that the Final Action Plan had been fully implemented.
4. The Executive Committee has not determined that a Final Action Plan has been implemented.
5. The parties are engaged in active strategic planning efforts with multiple studies and projects in progress.
6. The parties find that the economic development purposes served by the 2019 Memorandum of Understanding warrant extending the 2019 Memorandum of Understanding for an additional one-year period.

7. With the exception of the contract term, the parties have agreed to continue all other terms, conditions, and covenants of the 2019 Memorandum of Understanding.

**Therefore, the parties agree as follows:**

1. The above recitals are true and correct and are hereby incorporated in their entirety into this agreement.
2. The parties hereby renew and extend the 2019 Memorandum of Understanding for one additional year.
3. Paragraph B of the 2019 Memorandum of Understanding, entitled “Term,” is hereby deleted in its entirety and is replaced with the following:  
  
**B. Term.** This Memorandum of Understanding is effective upon execution and will terminate upon the earlier of (1) January 10, 2025, (2) three-months’ written notice by any entity who is part of this agreement, or (3) a determination by the Executive Committee that a Final Action Plan has been completed and implemented.
4. Except as expressly set forth herein, all other terms and conditions of the 2019 Memorandum of Understanding shall continue in full force and effect, and the 2019 Memorandum of Understanding is hereby ratified, reaffirmed, and confirmed by the parties as hereby amended.
5. This agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

**[Signature Page Follows]**



IN WITNESS WHEREOF, the parties have signed this agreement on the dates written below.

ANOKA COUNTY HOUSING AND REDEVELOPMENT AUTHORITY:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
MIKE GAMACHE,  
Chair, Board of Trustees

ANOKA COUNTY HOUSING AND REDEVELOPMENT AUTHORITY:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
KAREN SKEPPER,  
Executive Director

CONNEXUS ENERGY:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

NORTHMETRO CHAMBER OF COMMERCE:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

CITY OF ANDOVER:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

CITY OF ANOKA:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

CITY OF BETHEL:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

CITY OF BLAINE:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

CITY OF ANOKA:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

CITY OF CENTERVILLE:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

CITY OF CIRCLE PINES:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

CITY OF COLUMBIA HEIGHTS:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

CITY OF COLUMBUS:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

CITY OF COON RAPIDS:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

CITY OF EAST BETHEL:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

CITY OF FRIDLEY:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

CITY OF HAM LAKE:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

CITY OF HILLTOP:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

CITY OF LEXINGTON:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

CITY OF LINO LAKES:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

LINWOOD TOWNSHIP:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

CITY OF NOWTHEN:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

CITY OF OAK GROVE:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

CITY OF RAMSEY:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

CITY OF ST. FRANCIS:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

CITY OF SPRING LAKE PARK:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

Exhibit A:

- CITY OF ANDOVER
- CITY OF ANOKA
- CITY OF BETHEL:
- CITY OF BLAINE:
- CITY OF ANOKA:
- CITY OF CENTERVILLE:
- CITY OF CIRCLE PINES:
- CITY OF COLUMBIA HEIGHTS:
- CITY OF COLUMBUS:
- CITY OF COON RAPIDS:
- CITY OF EAST BETHEL:
- CITY OF HAM LAKE:
- CITY OF HILLTOP:
- CITY OF LEXINGTON:
- CITY OF LINO LAKES:
- LINWOOD TOWNSHIP:
- CITY OF NOWTHEN:
- CITY OF OAK GROVE:
- CITY OF RAMSEY:
- CITY OF ST. FRANCIS:
- CITY OF SPRING LAKE PARK:



# CITY COUNCIL AGENDA REPORT

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**TO:** Kate Thunstrom- City Administrator  
**FROM:** Dave Schmidt- Fire Chief  
**SUBJECT:** Contingent Offers- Part-time Firefighters  
**DATE:** November 20, 2023

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**OVERVIEW:**

Over the past several months the fire department has been recruiting to fill current vacancies for firefighters. The fire department has interviewed three candidates for the open positions and all three candidates are moving forward through our pre-employment process. These candidates are Kaitlyn Webber, Logan Kizer and Anthony Brown.

**ACTION TO BE CONSIDERED:**

Approve the hiring of Kaitlyn Webber, Logan Kizer, and Anthony Brown for the position of part-time firefighters, contingent on the successful completion of all required pre-employment screening.

**BUDGET IMPLICATION:**

All cost of the additional staff are covered under the fire department operating budget.



# CITY COUNCIL AGENDA REPORT

**TO:** Colette Baumgardner, Community Development Director  
**FROM:** Craig Jochum, City Engineer  
**SUBJECT:** Rivers Edge 6<sup>th</sup> Addition Financial Security Reduction  
**DATE:** November 20, 2023

**OVERVIEW:**

The City has previously approved the Rivers Edge 6<sup>th</sup> 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 financial security may be reduced at this time.

**ACTION TO BE CONSIDERED:**

City Council approval of the financial security reduction to \$50,000 based on work completed to date.

**BUDGET IMPLICATION:**

None. All development costs are borne by the Developer.

Attachments:

- Rivers Edge 6<sup>th</sup> Addition Financial Security Reduction Recommendation Letter



November 15, 2023

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

RE: Rivers Edge 6<sup>th</sup> Addition  
Financial Security Reduction

Dear Mrs. Baumgardner:

We have reviewed the status of the Rivers Edge 6<sup>th</sup> Addition project. At this time, the project has not been accepted by the City. We would summarize the project as follows:

1. The grading has been substantially completed. However, maintenance and removal of erosion control measures remains.
2. The sanitary sewer has been constructed and is substantially complete, however, punchlist items remain to be completed.
3. The watermain has been installed and is substantially complete, however, punchlist items remain to be completed.
4. The storm sewer is substantially completed, however, punchlist items remain to be completed.
5. The streets are constructed and the first lift of bituminous has been constructed. The construction of the bituminous wear course remains to be completed.
6. The sidewalks have been constructed, however, punchlist items remain to be completed.
7. The as-built utility plans have been received.
8. The certification that all iron monuments (lot corners) have been placed has been received.

Based on the status of the project as summarized above, the estimated construction cost to complete the remaining improvements is \$40,000. We therefore recommend that the Financial Security may be reduced to \$50,000 at this time, which is 125% of the estimated cost of the remaining improvements.

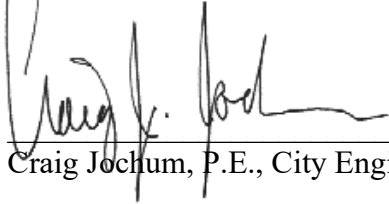
*Mrs. Colette Baumgardner, Community Development Director*

*November 15, 2023*

*Page 2*

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

Sincerely,  
Hakanson Anderson



---

Craig Jochum, P.E., City Engineer

cc: Kate Thunstrom, City Administrator  
Darcy Mulvihill, Finance Director  
Paul Carpenter, Public Works Director  
Shane Nelson, P.E., Assistant City Engineer  
Dale Willenbring, Developer  
Marty Campion, Developer's Engineer



# CITY COUNCIL AGENDA REPORT

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**TO:** Kate Thunstrom, City Administrator  
**FROM:** Jenni Wida, City Clerk  
**SUBJECT:** Random Drug & Alcohol Consortium Service Agreement – Northland Occupational Health & DOT Compliance  
**DATE:** November 20, 2023

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**OVERVIEW:**

Northland Occupational will provide federally mandated random drug and alcohol testing following all federal DOT regulations.

**ACTION TO BE CONSIDERED:**

Approve Northland Occupational Health & DOT Compliance Service Agreement

**BUDGET IMPLICATION:**

Attachments:

- Northland Occupational Health & DOT Compliance Random Drug & Alcohol Consortium Service Agreement



Northland Occupational Health & DOT Compliance  
7533 Sunwood Drive NW, Suite 212  
Ramsey, MN 55303  
Phone: 763-600-6664 | Fax 866-726-3973  
Random Drug & Alcohol Consortium Service Agreement

This Agreement is made on **January 1, 2024** by and between Northland Occupational Health & DOT Compliance (“Northland”) located at 7533 Sunwood Dr. NW Suite 212, Ramsey, MN 55303, a FMCSA Certified Medical Examination site (Registry #: 9397605920) and; \_\_\_\_ City of St. Francis \_\_\_\_

with a business address of \_\_\_\_\_ hereby referred to as “Member.”

**Services**

Northland will provide federally mandated random drug and alcohol testing following all federal DOT regulations.

**Laboratory Analysis**

Samples will be couriered daily and tested by a SAMHSA approved and regulated laboratory. Negative test results will be available within 24 hours and positive results will be returned following Medical Review Officer (MRO) review per DOT protocol. The laboratory will store all positive samples for one year.

**Positive Result**

All positive results will be reviewed by the MRO and all follow-up contact will be made with the Employee. The purpose of this follow-up is to determine the presence of legal medications. Confirmation will be made with the prescribing physician prior to clearing a positive result.

**Result Reporting**

Negative results will be communicated to the Member by secure fax, email or USPS within 24 hours. Positive results will require review by the MRO which may take up to five days. Positive results will be communicated by telephone to the Member representative as soon as confirmed with written confirmation by fax, email or USPS.

**Collection Protocol**

All collections, other than the exceptions listed below for observed collections, will afford the Employee full privacy and dignity. Collections may take place at Northland or the Member’s business. Standard urine collections meet all DOT requirements and follows DOT regulations.

Observed collections are permitted under the following conditions:

1. Written protocol with the Member that includes written disclosure to the employee that is acknowledged by the Employee's signature.
2. The DER will be contacted for concurrence prior to the collection.
3. The Employee will not be permitted to leave the collection site until the collection is complete. If the Employee chooses to leave before the collection is complete, it is considered a Refusal to Test and is reportable to the Department of Transportation.]
4. An observer of the same sex will be used at all times.

Cause for observed collections are: adulterated sample, out of range temperature, Member request due to suspected adulterations of previous samples or the Member suspects an attempt will be made to adulterate the current sample.

All Northland collectors are DOT Certified Breath Alcohol Technicians and ensure conformance to all regulatory statutes and ethical standards.

**Member Responsibilities**

1. Provide a current list of safety sensitive employees on or before the first Monday of each January, April, July and October;
2. Provide a secure and confidential means for Member to receive test results from Northland;
3. Provide the required training pursuant to DOT regulations;
4. Serve as the primary custodian of testing and personnel records per DOT regulations;
5. Maintain a copy of each test result for existing employees for review and/or in the event of an audit;
6. Require testing of new safety sensitive employees and clear result prior to starting any safety sensitive work;
7. Provide a primary and alternate DER with 24-hour access to these individuals;
8. Provide all test results not generated by Northland to Northland.

It is the Member's responsibility to provide Northland with employee additions or terminations from the group to comply with all applicable DOT regulations related to drug testing and to provide ongoing employee education to the drug testing program. The Member is to apply the drug testing policy in a non-discriminatory manner and participate in ongoing supervisory training to assure compliance with applicable laws and standards.

It is the Member's responsibility to comply with regulations set forth in 49 CFR Part 40. Northland reserves the right to place Member into a non-conforming random selection pool for a probationary period of up to 180 days due to the Member's failure to comply with 49 CFR Part 40 regulations. Should the Member continue to fail to comply, Northland may remove the Member from random selection pools. Removal from random selection pools for any reason may result in immediate notification to the DOT.

**Payment Terms**

Member agrees to submit payment in full within thirty (30) days of receipt of the billing statement. Unpaid balances over thirty-one (31) days overdue will incur a late payment fee of \$10 along with an APR of 18% on the outstanding balance. If you are charged an annual fee, this must be paid to stay in compliance with the 49 CFR Part 40. Member agrees to pay a NSF fee of \$36 for any dishonored, rejected or returned checks.

**Agreement Terms**

This agreement will be effective for a full calendar year (January 1 – December 31) and will automatically renew at the beginning of each calendar year. Either party can terminate this agreement in writing with a sixty (60) day notice.

**Attorney Fees**

Northland shall be entitled to reasonable attorney fees, costs and disbursements in any litigation and appeal brought to enforce, modify, interpret or void the provisions of this agreement.

**Substance Abuse Provider Referrals**

Northland will provide access to a network of Substance Abuse Providers (SAP) in the Member’s area. Member is responsible for making the final determination of whether to refer an employee to a SAP or terminate the employee for a positive test result. If Member refers an employee to a SAP, Member will ensure that the employee will immediately cease any safety sensitive duties, tasks and/or responsibilities prior to SAP approval.

**Confidentiality**

Northland acknowledges that its employees may, in the course of performing services identified in this agreement, be exposed to or acquire information that is proprietary or confidential to the Member, its affiliates, subsidiaries, investors or to a third party to whom the Member has contractual or other obligations of confidentiality. Any and all non-public information of any form obtained by Northland employees shall be deemed confidential and proprietary information. Northland agrees to hold all data and information in strict confidence.

**FMCSA Clearinghouse**

Member agrees to perform all FMCSA Clearinghouse requirements of carries employing DOT regulated drivers. Northland does not perform the required queries of new drivers or perform the required annual partial queries on existing employees of the above-mentioned Member.

**Member Contact Information**

Business Name:

USDOT #:

Driver Name(if o/o):

DL#(if o/o):

Address:

Phone:

Secure Fax:

Email:

Primary DER Name:

DER Phone:

DER Fax:

DER Email:

Alternate DER Name: \_\_\_\_\_  
\_\_\_\_\_

The undersigned understands and agrees to the terms in services as outlined in this service agreement:

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Northland Occupational Health & DOT Compliance  
7533 Sunwood Drive, Suite 212  
Ramsey, MN 55303

\_\_\_\_\_  
Date





Northland Occupational Health & DOT Compliance  
7533 Sunwood Drive NW, Suite 212  
Ramsey, MN 55303  
Phone: 763-600-6664 | Fax 866-726-3973



# CITY COUNCIL AGENDA REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Craig Jochum, City Engineer  
**SUBJECT:** Dellwood River Park Riverbank Stabilization Project – Pay Estimate No. 1  
**DATE:** November 20, 2023

**OVERVIEW:**

Attached is Pay Estimate No. 1 for the Dellwood River Park Riverbank Stabilization Project. This project includes stabilizing a section of the bank on the Rum River in Dellwood River Park. This project also includes reconstructing the first 700 feet of existing bituminous trail from Silverod Street to the stabilization project. This pay estimate includes payment for all of the work items completed to date less a 5 percent retainage. The original contract amount of this project was \$166,464.60. This estimate recommends payment of \$132,497.07.

**ACTION TO BE CONSIDERED:**

Consider approval of Pay Estimate No. 1 for the Dellwood River Park Riverbank Stabilization Project.

**BUDGET IMPLICATION:**

The city’s cost share for the bank stabilization is 15% of the construction total or \$24,969.69. This amount has already been paid by the city to the Anoka Conservation District (ACD). ACD is responsible for holding and administrating the project funds. The grant will cover 100% of the cost for design and construction administration and the other 85% of the construction cost. Since the contract is between the city and the contractor the city will pay the contractor directly and will be reimbursed by the same amount from the ACD.

Attachments:

- Pay Estimate No. 1

**Contractor's Application for Payment No. 1**

To (Owner):	City of St. Francis	Application Period:	10/01/2023-10/31/2023	Application Date:	11/08/2023
Project:	Dellwood River Park Riverbank Stabilization Project	From (Contractor):	Bituminous Roadways, Inc.	Via (Engineer):	Hakanson Anderson

**Application For Payment**

**Change Order Summary**

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

1. ORIGINAL CONTRACT PRICE.....	\$	\$166,464.60
2. Net change by Change Orders.....	\$	\$0.00
3. Current Contract Price (Line 1 ± 2).....	\$	\$166,464.60
4. TOTAL COMPLETED AND STORED TO DATE	\$	\$139,470.60
5. RETAINAGE:		
a. 5% <input checked="" type="checkbox"/> Work Completed.....	\$	\$6,973.53
b. 0% <input checked="" type="checkbox"/> Stored Material.....	\$	\$0.00
c. Total Retainage (Line 5a + Line 5.b).....	\$	\$6,973.53
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$132,497.07
7. LESS PREVIOUS PAYMENTS.....	\$	
8. AMOUNT DUE THIS APPLICATION.....	\$	\$132,497.07


**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: 11/15/23

ENGINEER: HAKANSON ANDERSON  
 Certification: We recommend payment for work and quantities shown.

 (Engineer) Date: 11/14/2023

OWNER: CITY OF ST. FRANCIS

\_\_\_\_\_  
 (Owner) Date

**PAY ESTIMATE #1**  
 City of St. Francis  
 Dellwood River Park Riverbank Stabilization Project

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	1	LUMP SUM	\$ 8,200.00	\$ 8,200.00	1	\$ 8,200.00
2	CLEARING AND GRUBBING	1	LUMP SUM	\$ 32,650.00	\$ 32,650.00	1	\$ 32,650.00
3	EXCAVATION - COMMON	357	CU YD	\$ 30.00	\$ 10,710.00	357	\$ 10,710.00
4	EXCAVATION - CHANNEl	164	CU YD	\$ 13.00	\$ 2,132.00	164	\$ 2,132.00
5	PROTECT/REPAIR BITUMINOUS TRAIL	700	LN FT	\$ 0.01	\$ 7.00	0	\$ -
6	GEOTEXTILE FABRIC TYPE 7	526	SQ YD	\$ 1.50	\$ 789.00	420	\$ 630.00
7	GRANULAR FILTER	60	CU YD	\$ 51.00	\$ 3,060.00	60	\$ 3,060.00
8	RANDOM RIPRAP CLASS II - (IGNEOUS/CRUSHED/ANGULAR (GRANITE))	292	TON	\$ 67.00	\$ 19,564.00	292	\$ 19,564.00
9	RANDOM RIPRAP CLASS IV - (IGNEOUS/CRUSHED/ANGULAR (GRANITE))	557	TON	\$ 67.00	\$ 37,319.00	557	\$ 37,319.00
10	STABILIZED CONSTRUCTION EXIT	1	LUMP SUM	\$ 935.00	\$ 935.00	1	\$ 935.00
11	STORM DRAIN INLET PROTECTION	3	EACH	\$ 57.00	\$ 171.00	3	\$ 171.00
12	FLOTATION SILT CURTAIN - TYPE MOVING WATER	600	LN FT	\$ 8.50	\$ 5,100.00	600	\$ 5,100.00
13	SILT FENCE - TYPE MS	1750	LN FT	\$ 3.00	\$ 5,250.00	0	\$ -
14	SEDIMENT CONTROL LOG TYPE WOOD CHIP	200	LN FT	\$ 4.00	\$ 800.00	200	\$ 800.00
15	COMMON TOPSOIL BORROW	47	CU YD	\$ 39.00	\$ 1,833.00	0	\$ -
16	ROLLED EROSION PREVENTION CATEGORY 45	336	SQ YD	\$ 4.50	\$ 1,512.00	220	\$ 990.00
17	FERTILIZER TYPE 4 - 17-10-7	10.4	POUND	\$ 59.00	\$ 613.60	10.4	\$ 613.60
18	SEED MIXTURE 34-262 (WET PRAIRIE)	1	POUND	\$ 590.00	\$ 590.00	1	\$ 590.00
19	SITE RESTORATION	1	LUMP SUM	\$ 1,655.00	\$ 1,655.00	0	\$ -
20	SEEDING	280	SQ YD	\$ 2.50	\$ 700.00	280	\$ 700.00
21	LIVE STAKES	120	EACH	\$ 6.00	\$ 720.00	120	\$ 720.00
<b>TOTAL BASE BID</b>					<b>\$ 134,310.60</b>		<b>\$ 124,884.60</b>

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
22	ROOT WAD	12	EACH	\$ 561.00	\$ 6,732.00	14	\$ 7,854.00
<b>TOTAL ALTERNATE BID NO 1</b>					<b>\$ 6,732.00</b>		<b>\$ 7,854.00</b>

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
23	PLACE BOULDER	12	EACH	\$ 561.00	\$ 6,732.00	12	\$ 6,732.00
<b>TOTAL ALTERNATE BID NO 2</b>					<b>\$ 6,732.00</b>		<b>\$ 6,732.00</b>

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
24	REMOVE BITUMINOUS PAVEMENT	623	SQ YD	\$ 6.25	\$ 3,893.75	0	\$ -
25	TYPE SP 12.5 WEARING COURSE MIXTURE (2B) 3.0" THICK	623	SQ YD	\$ 23.75	\$ 14,796.25	0	\$ -
<b>TOTAL ALTERNATE BID NO 3</b>					<b>\$ 18,690.00</b>		<b>\$ -</b>

<b>BASE BID</b>	<b>\$134,310.60</b>	<b>\$124,884.60</b>
<b>ALTERNATE BID NO 1</b>	<b>\$6,732.00</b>	<b>\$7,854.00</b>
<b>ALTERNATE BID NO 2</b>	<b>\$6,732.00</b>	<b>\$6,732.00</b>
<b>ALTERNATE BID NO 3</b>	<b>\$18,690.00</b>	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$166,464.60</b>	<b>\$139,470.60</b>



# CITY COUNCIL AGENDA REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Paul Carpenter, Public Works Director  
**SUBJECT:** Surplus Property  
**DATE:** November 20, 2023

**OVERVIEW:**

The equipment listed below has been palletized and sitting in the Public Works garage for a minimum of 10 years and needs to be disposed of according to City Code.

**Equipment List:**

1. Flail mower
2. Sweepster bucket sweeper
3. Small air compressor
4. Portable welder
5. Small generator
6. Pressure washer skid
7. Metrotech Locator

Staff will dispose of this equipment via Municibid. Municibid is used by more than 2500 governments and schools nationally to sell vehicles, equipment, and tools. Municibid requires no costs, fees, or contracts. St. Francis city code 8-7-3 (7) authorizes the City to sell supplies, materials, or equipment at the highest price utilizing an electronic selling process in an open and interactive environment.

**ACTION TO BE CONSIDERED:**

To adopt Resolution 2023-64 declaring the listed equipment as surplus and be disposed of under the guidelines of the St. Francis city code.

**BUDGET IMPLICATION:**

None. Work performed prepping the equipment for disposal will be conducted during regular business hours.

**Attachments:**

- Resolution 2023-64

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

RESOLUTION 2023-64

**A RESOLUTION DECLARING SURPLUS PROPERTY AND AUTHORIZING THE  
DISPOSAL OF SAID PROPERTY**

WHEREAS, Section 8-7-3 of the St. Francis City Code entitled “Disposal of Excess Property” outlines the procedure for disposal of City owned property; and

WHEREAS, pursuant to Section 8-7-3, the City has identified property owned by the City that is no longer needed for municipal service; and

WHEREAS, by the City Council of the City of St. Francis that the following property is hereby classified as surplus property, with the approximate value said property assigned as follows:

<b>Surplus Property:</b>	<b>Estimated Value</b>
1. Flail mower	Highest Bidder on Auction/Ebid
2. Sweepster bucket sweeper	Highest Bidder on Auction/Ebid
3. Small air compressor	Highest Bidder on Auction/Ebid
4. Portable welder	Highest Bidder on Auction/Ebid
5. Small generator	Highest Bidder on Auction/Ebid
6. Pressure washer skid	Highest Bidder on Auction/Ebid
7. Metrotech Locator	Highest Bidder on Auction/Ebid

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 6<sup>th</sup> DAY OF NOVEMBER, 2023.

APPROVED:

ATTEST:

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

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



# CITY COUNCIL AGENDA REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Colette Baumgardner, Community Development Director  
**SUBJECT:** Rental License Approvals  
**DATE:** November 20, 2023

**OVERVIEW:**

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

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

As rental property applications are received, inspections are conducted on select properties. Once the required inspection is complete, they are presented to Council for approval.

The attached property units have been shown to meet all of the requirements in City Code Chapter 4, Section 6.

**ACTION TO BE CONSIDERED:**

Approval of Rental Licenses for properties:

RENTAL ADDRESS	OWNER/MANAGEMENT AGENT
22853 DAKOTA ST NW	FABIO, BRITTANY
3602 232 <sup>ND</sup> CT NW	JOSEPH, RICHARD



**CITY COUNCIL  
AGENDA REPORT**

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Colette Baumgardner, Community Development Director  
**SUBJECT:** Minnetonka Game and Fish Club Agreements  
**DATE:** November 20, 2023

**OVERVIEW**

The Minnetonka Game and Fish Club (MGFC) received approval for a Conditional Use Permit Amendment on October 2, 2023 via Resolution 2023-60. The approved improvements require significant grading to the site and additional stormwater facilities. To allow for grading of this size, the City requires an escrow to be held and a corresponding agreement. The stormwater facilities will be maintained on private land, so the City's MS4 permit requires a stormwater maintenance agreement to ensure the improvements are properly maintained.

**ACTION TO BE CONSIDERED**

Approve the Stormwater Maintenance Agreement and Grading Agreement, subject to City Attorney approval as to form and with applicant to verify and confirm legal description of the property with City Staff.

**ATTACHMENTS**

- Stormwater Maintenance Agreement
- Grading Agreement
- Legal Description Correction



**STORMWATER MAINTENANCE AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (the “Applicant”) and the City of St. Francis, a Minnesota municipal corporation (the “City”).

**WITNESSETH:**

**WHEREAS**, the Applicant owns certain real property located in Anoka County, Minnesota, legally described as:

**See ATTACHMENT A.**

(the “Property”); and

**WHEREAS**, the Applicant intends to construct within the Property certain stormwater improvements (the “Stormwater Improvements”) for the benefit of the Property; and

**WHEREAS**, the Stormwater Improvements consist of **INFILTRATION BASIN 11 & INFILTRATION BASIN 23 as shown on ATTACHMENT B** and for stormwater purposes which must receive periodic maintenance and inspections in order to remain effective; and

**WHEREAS**, the Operation and Maintenance Plan for the Property consists of the items listed below in this Agreement; and

**WHEREAS**, the Minnesota Pollution Control Agency requires permanent provisions for handling of storm runoff, including provisions for operation and maintenance of all stormwater runoff facilities, and such provisions are to be set forth in an agreement to be recorded in the real estate records; and

**WHEREAS**, the City and the Applicant intend to comply with certain conditions, including entering into a maintenance agreement regarding the Stormwater Improvements; and

**NOW, THEREFORE**, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Maintenance of the Stormwater Improvements. The Applicant and its successor or assigns as fee owner of the Property shall be responsible for maintaining the Stormwater Improvements and for observing all drainage laws governing the operation and maintenance of the Stormwater Improvements. The Applicant shall complete inspections of the Stormwater Improvements at least once annually and shall keep record of all inspections and maintenance activities, and submit such records to the City upon request. Maintenance activities may consist of removal of sediment and re-establishment of plantings, noxious weed removal, debris removal, actions stated in the Operation and Maintenance Plan, and other activities. The cost of all inspections and maintenance shall be the obligation of the Applicant and its successors or assigns as the fee owner of the Property.

a. Operation and Maintenance Plan.

The Operation and Maintenance Plan consists of the following items:

1. Applicant will inspect the Improvements at least annually.
2. Applicant will maintain and repair the Improvements:
  - a. In the case of basins and other Improvements where sediment collects, to preserve live storage or capacity at or above the design volume or, where no design live storage volume or capacity is incorporated into the permit, the volume or capacity recommended by the manufacturer.
  - b. In the case of conveyances and other structures, to preserve design hydraulic capacity.
  - c. In the case of Improvements relying on soils and vegetation for stormwater management or treatment, to preserve healthy vegetation and design soil permeability.
  - d. In the case of all Improvements, as necessary to preserve the integrity and intended function of the Improvement.
3. Applicant will submit to the City of St. Francis annually, within 30 days of the anniversary of permit issuance, a report listing inspection dates, Improvements inspected, Improvements conditions and actions taken, and dates of actions taken.

2. Permanent Access and Maintenance Easement. The Applicant or its successors or

assigns grants the City, its agents and Contractor(s) the right to enter the Property to inspect and maintain the Stormwater Improvements as set forth in this agreement.

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

4. Hold Harmless. The Applicant hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys’ fees) arising out of or resulting from the Applicant's or the Applicant's agents or employee's negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Applicant to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Applicant shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Applicant's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts.

5. Costs of Enforcement. The Applicant agrees to reimburse the City for all costs incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

6. Notice. All notices required under this Agreement shall be personally delivered to applicant, and either personally delivered or sent by certified or registered mail to the city and addressed as follows:

To the Applicant:                   Minnetonka Game & Fish Club  
8310 Hill and Dale Dr. NW  
St. Francis, MN 55330

To the City:                           City of St. Francis  
23340 Cree Street NW  
St. Francis, MN 55070

All notices given hereunder shall be deemed given when personally delivered or two business days after being placed in the mail properly addressed as provided herein. Applicant may change this address by a certified letter to the City of St. Francis referencing the permit number.

- 7.     Successors. All duties and obligations of Applicant under this Agreement shall also be duties and obligations of Applicant's successors and assigns. The terms and conditions of this Agreement shall run with the Property.
  
- 8.     Effective Date. This Agreement shall be binding and effective as of the date hereof.

(Intentionally Left Blank)

APPLICANT





**ATTACHMENT A:  
Legal Description of the Property**

**ATTACHMENT B**  
**Stormwater Improvement Plans**



(RESERVED FOR RECORDING INFORMATION)

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

**AGREEMENT REGARDING GRADING ON PROPERTY OF MINNETONKA  
GAME AND FISH CLUB**

**THIS GRADING DEVELOPMENT AGREEMENT (“Grading Agreement”)** is made and entered into this \_\_\_\_ day of November, 2023, by and between the **CITY OF ST. FRANCIS**, a Minnesota municipal corporation (“**City**”) and Minnetonka Game and Fish Club of St. Francis (“**Developer**”).

**WHEREAS**, the applicant, Minnetonka Game and Fish Club of St. Francis is the owner of the real property legally described in *Exhibit A* to this Agreement (hereinafter the “**Site**” or “**Property**”); and

**WHEREAS**, on October 2, 2023, the St. Francis City Council approved the conditional use permit for the Property to redesign the general purpose range and increase the number of shooting bays to six, improve the existing access drive to address drainage, create a new parking area, and install two 8' x16' accessory structures near the general purpose range to be used for equipment storage subject to conditions; and

**WHEREAS**, the applicant will grade the Site per the plans submitted with the conditional use permit described in *Exhibit B* to this Agreement and provide security as established by the City Engineer;

**NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. Conditions: Developer may commence grading of the Site only to the extent approved by the City Engineer subject to the following conditions:
  - a. The Developer agrees to maintain existing drainage patterns and will construct temporary swales and other measures as necessary to

- maintain existing drainage patterns until such time that culverts and/or storm sewer is constructed.
- b. Developer shall implement erosion control measures as detailed on the Final Plans and as required by the City Engineer. Additionally, Developer shall implement additional erosion control measures as necessary to comply with the NPDES Construction Permit, City Code, and any other statutes or rules relevant to stormwater planning, wetlands, and grading. Developer shall promptly seed all areas disturbed by the grading and mulch with disc anchored straw mulch or acceptable alternatives.
- c. Developer recognizes that time is of the essence in controlling erosion. If the Developer does not comply with the Final Plans or the requirements of the City Engineer, the City may take such action as it deems appropriate to control erosion, and the Developer hereby grants the City permission to enter upon the land and take such necessary erosion control actions pursuant to Section 3 of this agreement.
- d. Transport of equipment to the development site shall adhere to all applicable road restrictions.

2. Indemnification. Developer shall indemnify and hold harmless the City from any and all claims or causes of action of whatever nature related to the grading and preparation of the site as set forth in this Agreement. Further, Developer shall indemnify and hold harmless the City from any and all claims or causes of action of whatever nature related to grading and other work done off of the site upon existing utility and drainage easements. Said indemnity and agreement to hold the City harmless includes payment of any and all attorney’s fees, engineering fees, witness fees or any other costs and disbursements related to this Agreement, including any City fees or costs expended to enforce the terms and conditions of this Agreement.

3. Security. In order to ensure compliance with this Agreement, or to assure completion or restoration of the site and any work performed or to be performed on easements outside of the site, Developer shall post an Irrevocable Standby Letter of Credit or other security acceptable to the City in the amount of \$2,000 per acre of the approximately six and four tenths (6.4) acres of Property (or the amount determined by the City Engineer to ensure all work is completed) in favor of the City (the “**Grading LOC**”) for a total of \$12,800. The City may draw on the Letter of Credit after a written notice of default by Developer. The City may use such drawn upon funds to complete work not performed by Developer as required in this Agreement, to reimburse itself for costs incurred in the drafting, execution, administration, or enforcement of this Agreement. Said Grading Letter of Credit or other security shall remain in place until all work set forth in this Agreement and attached *Exhibit B* (Final Grading and Erosion control Plans) has been completed and approved by the City Engineer.

4. Work Outside Property. In the event the Developer does any work outside the Property owned by Developer, Developer shall submit and have approved by the City Engineer satisfactory plans for work done within easement areas dedicated to the City. Such work must be done solely within the easement area and within the parameters of the rights granted to the City by the easement. The work done shall consist of grading and restoration as per directions of the City Engineer, as well as restoration of any specific property improvements on individual lots disturbed by the activity. The work shall be done in conformance with the directions of the City Engineer. Any necessary right of entry and right to construct on the property must be received from individual property owners. Obtaining any said right of entry and/or right to construct is the sole responsibility of the Developer as is an obligation to inform the property owner of what work will occur upon the easement area and when it will happen. In undertaking this construction activity within the defined easements, Developer is not acting as an agent of the City. Restoration of the easement areas shall be completed as directed by the City Engineer.

5. Wetlands. Developer shall not conduct work in any wetland areas for which Developer has not obtained necessary permits and approvals from appropriate governmental entities.

Dated: \_\_\_\_\_

**CITY OF ST. FRANCIS**

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

\_\_\_\_\_  
Kate Thunstrom, City Administrator

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF ANOKA        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Joseph Muehlbauer and Kate Thunstrom, respectively Mayor and City Administrator of the City of St. Francis, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

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

Dated: \_\_\_\_\_

**DEVELOPER**

**MINNETONKA GAME AND  
FISH CLUB OF ST. FRANCIS**

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of November, 2023 by \_\_\_\_\_, the \_\_\_\_\_, of Minnetonka Game and Fish Club of St. Francis, on behalf of the organization.

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

**THIS INSTRUMENT DRAFTED BY:**

**BARNA, GUZY & STEFFEN, LTD.**  
400 Northtown Financial Plaza  
200 Coon Rapids Boulevard  
Coon Rapids, Minnesota 55433  
Telephone (763) 780-8500 (DRS)

**EXHIBIT A**  
**LEGAL DESCRIPTION**

*To be added.*

**EXHIBIT B**

**FINAL GRADING, DRAINAGE AND EROSION CONTROL PLANS**

*To be added.*

**CITY OF ST. FRANCIS**

**COUNTY OF ANOKA**

**STATE OF MINNESOTA**

**AGREEMENT REGARDING GRADING ON PROPERTY OF MINNETONKA**

**GAME AND FISH CLUB AND LEGAL DESCRIPTION CORRECTION**

THIS PREAUTHORIZATION TO BEGIN GRADING AGREEMENT (“Pre-Grading Agreement”) is made and entered into this \_\_\_\_ day of November, 2023, by and between the CITY OF ST. FRANCIS, a Minnesota municipal corporation (“City”) and Minnetonka Game and Fish Club of St. Francis (“Developer”).

WHEREAS, the applicant, Minnetonka Game and Fish Club of St. Francis is the owner of the real property legally described in Exhibit A to this Agreement (hereinafter the “Site” or “Property”); and

WHEREAS, on October 2, 2023, the St. Francis City Council approved the conditional use permit for the Property to redesign the general purpose range and increase the number of shooting bays to six, improve the existing access drive to address drainage, create a new parking area, and install two 8' x16' accessory structures near the general purpose range to be used for equipment storage subject to conditions; and

WHEREAS, the applicant will grade the Site per the plans submitted with the conditional use permit described in Exhibits to the full Grading Agreement and Stormwater Management Agreement and provide security as established by the City Engineer; and

WHEREAS, the Developer has acknowledged that a correction must be made to the Legal Description on the property and will complete this task prior to the release of any escrows held by the City under this Agreement; and

WHEREAS, the applicant has requested early grading of the Site and adjacent easement areas prior to recording of the Grading Agreement and Stormwater Maintenance Agreement, in order to allow possible construction within this year and the Council has determined that they would allow limited work on site subject to Developer executing this Agreement and providing security as established by the City Engineer.

**NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. Conditions: Developer may commence limited grading of the site for the Property only to the extent approved by the City Engineer subject to conditions as determined by the City engineer. No work will be undertaken until Developer has, at a minimum, completed the following (which can be amended by the City Engineer):

All conditions as outlined in the full Grading Agreement and Stormwater Maintenance Agreement between the Parties, as stated in the November 11, 2023 City Council Meeting Agenda Packet documents, including, specifically:



- a. The Developer agrees to maintain existing drainage patterns and will construct temporary swales and other measures as necessary to maintain existing drainage patterns until such time that culverts and/or storm sewer is constructed.
- b. Developer shall implement erosion control measures as detailed on the Final Plans and as required by the City Engineer. Additionally, Developer shall implement additional erosion control measures as necessary to comply with the NPDES Construction Permit, City Code, and any other statutes or rules relevant to stormwater planning, wetlands, and grading. Developer shall promptly seed all areas disturbed by the grading and mulch with disc anchored straw mulch or acceptable alternatives.
- c. Developer recognizes that time is of the essence in controlling erosion. If the Developer does not comply with the Final Plans or the requirements of the City Engineer, the City may take such action as it deems appropriate to control erosion, and the Developer hereby grants the City permission to enter upon the land and take such necessary erosion control actions pursuant to Section 3 of this agreement.
- d. Transport of equipment to the development site shall adhere to all applicable road restrictions.

2. Acceptance of Risk. All work undertaken prior to full compliance with City ordinances including, but not limited to, execution of the full Grading Agreement and Stormwater Maintenance Agreement and posting of all required security, is solely at the risk of Developer.

3. Indemnification. Developer shall indemnify and hold harmless the City from any and all claims or causes of action of whatever nature related to the grading and preparation of the site as set forth in this Agreement. Further, Developer shall indemnify and hold harmless the City from any and all claims or causes of action of whatever nature related to grading and other work done off of the site upon existing utility and drainage easements. Said indemnity and agreement to hold the City harmless includes payment of any and all attorney’s fees, engineering fees, witness fees or any other costs and disbursements related to this Agreement, including any City fees or costs expended to enforce the terms and conditions of this Agreement.

4. Security. In order to ensure compliance with this Agreement, or to assure completion or restoration of the site and any work performed or to be performed on easements outside of the site, Developer shall post an Irrevocable Standby Letter of Credit or other security acceptable to the City in the amount of \$2,000 per acre of the approximately six and four tenths (6.4) acres of Property (or the amount determined by the City Engineer to ensure all work is completed) in favor of the City (the “Grading LOC”) for a total of \$12,800. The City may draw on the Letter of Credit after a written notice of default by Developer. The City may use such drawn upon funds to complete work not performed by Developer as required in this Agreement, to reimburse itself for costs incurred in the drafting, execution, administration, or enforcement of this Agreement. Said Grading Letter of Credit or other security shall remain in place until all work set forth in this Agreement described within the full Grading Agreement and Stormwater Maintenance Agreement (Final Grading and Erosion control Plans) has been completed and approved by the City Engineer.

As a condition of approving this Agreement, the Developer acknowledges and agrees that no reduction in the Letter of Credit shall be made until the Legal Description for the Property has been correctly described and recorded with the full Grading Agreement and Stormwater Maintenance Agreements at Anoka County, as required by the City.

5. Effective Date. This Agreement shall be binding and effective as of the date hereof.

In Witness Whereof:

APPLICANT

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

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

STATE OF MINNESOTA )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, of \_\_\_\_\_.

Notary Public

CITY OF ST. FRANCIS

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

Joseph Muehlbauer, Mayor

And by: \_\_\_\_\_

STATE OF MINNESOTA )

) ss.

COUNTY OF ANOKA )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Joseph Muehlbauer, the Mayor and \_\_\_\_\_, the \_\_\_\_\_ of the City of St. Francis, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public



**CITY COUNCIL  
AGENDA REPORT**

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Colette Baumgardner, Community Development Director  
**SUBJECT:** Accept Proposal for Geotechnical Services  
**DATE:** November 20, 2023

**OVERVIEW**

On November 6, 2023, City Council authorized release of an RFP for Geotechnical Services for development supporting the 3731 Bridge Street property. The RFP requested twelve soil borings across the site to get an understanding of the development potential for future public and private development. Two responses to the RFP were received.

- 1. Braun Intertec for \$13,000
- 2. One Atlas for \$19,950

In additional to being the lower bid, Braun Intertec’s proposal also outlines a higher quality final report and more advanced equipment to be able to navigate the site. After discussion with the City Engineer, the bid from Braun Intertec is very fair and reasonable for the work being conducted.

The project will help to market the property to future developers and help them assess the feasibility of their project. It also will help verify that the potential road concept is feasible.

**ACTION TO BE CONSIDERED**

Accept the proposal from Braun Intertec for Geotechnical Services

**BUDGET IMPLICATION**

Both bids came in higher than expected with the borings actually taking two days instead of one as originally anticipated. The first \$8,500 will be covered by a predevelopment grant with Anoka County, and the remaining would need to be covered by the City. The Community Development Economic Development budget has sufficient funds to cover the costs of the project.

**ATTACHMENTS**

- Braun Intertec Proposal

November 15, 2023

Proposal QTB186483

Ms. Colette Baumgardner  
City of St. Francis  
23340 Cree Street  
St. Francis, Minnesota 55070

Re: Proposal for a Preliminary Geotechnical Evaluation  
Public Improvements and Residential Development  
NE of Bridge St and Ambassador Blvd  
St. Francis, Minnesota

Dear Ms. Baumgardner:

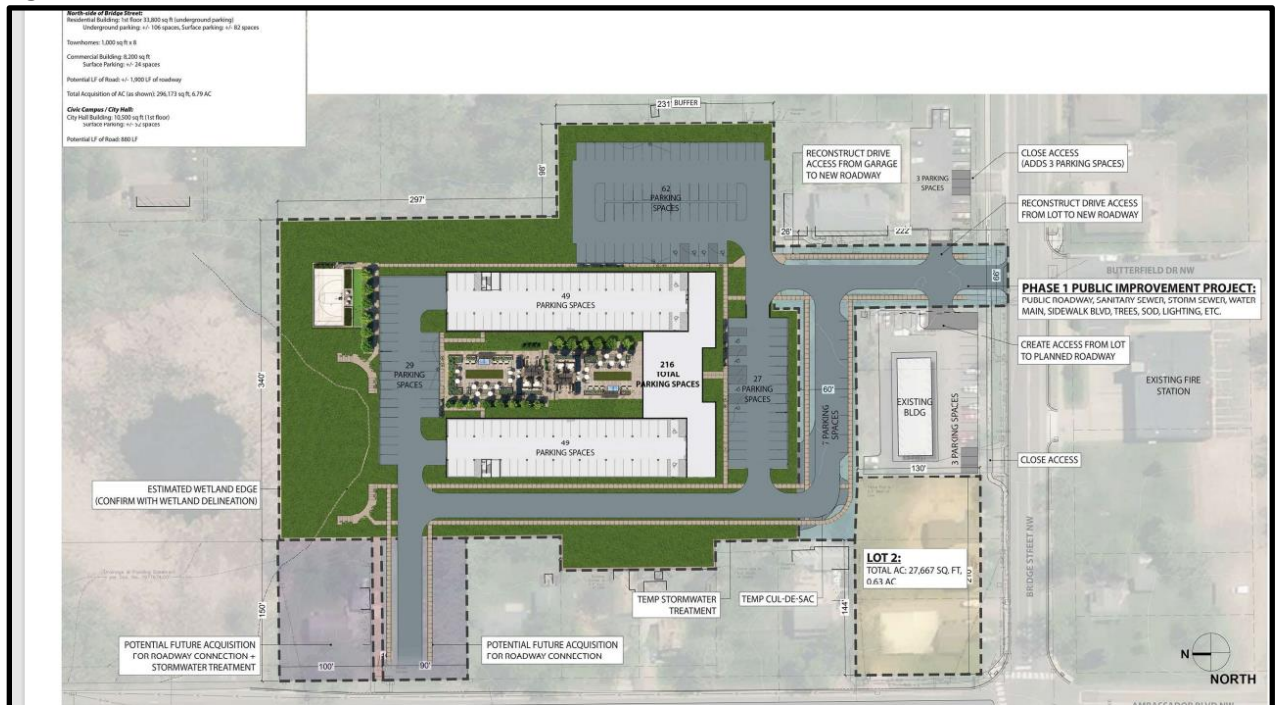
Braun Intertec Corporation respectfully submits this proposal to complete a preliminary geotechnical evaluation for the proposed improvements at the referenced site.

**Project Information**

Per the RFP for Geotechnical Services dated November 7, 2023 provided to us, we understand the proposed project will include the construction of public improvements (streets, utilities, sidewalks, lighting) as well as an apartment building and a commercial lot in the southwest portion of the site.

The following figure is taken from the Schematic drawing provided to us.

**Figure 1. Overall Site Plan**



## Purpose

The purpose of our preliminary geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide preliminary geotechnical recommendations for the design and construction of the proposed public improvements, residential building and commercial building.

As you requested in our conversation, we are to provide a base cost estimate for performing a geotechnical evaluation for the proposed residential structure, and an additional cost estimate for providing additional soil borings in proposed commercial outlot (Lot 2, shown above) and public improvement areas of the site.

## Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

### Site Access

Based on a site visit, it appears that the site has varying amounts of tree cover. Some areas are relatively accessible to a drill rig, but other portions of the site would require tree clearing to access. For this preliminary evaluation, we will choose boring locations that we can access without clearing trees. If we determine that tree clearing is necessary to access boring locations, we assume that either the City will provide that service or we will hire a contractor to perform the necessary tree clearing. That cost would be in addition to our fee listed at the end of this proposal.

To facilitate access, we propose to use a GeoProbe rig. Though it has limited speed and exploration depth compared to conventional truck or ATV rigs, the operator drives the GeoProbe rig by remote control and its smaller size allows access to many building interiors, navigation of more narrow and sloping paths, and has rubber tracks that lessen impacts to a variety of surfaces.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

### Staking

We will stake prospective subsurface exploration locations, as selected by Braun Intertec, and obtain surface elevations at those locations using GPS (Global Positioning System) technology. We will adjust the proposed boring locations, shown on the attached schematic plan, to locations accessible by our drill rig without tree clearing. As mentioned previously, if tree clearing is required to access boring locations, that clearing will need to be completed by the City or a contractor hired at an additional fee.

For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

**Utility Clearance**

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

In addition, our fees include a budget to retain a private locate company to mark private utilities that are not the responsibility of public agencies. Upon our request, the property owner must also be available to assist the private locate company in determining the presence of any underground objects or the location of utilities. We will not be liable for any damages resulting from unidentified or misidentified underground objects or utilities. Further, we reserve the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined.

**Penetration Test Borings**

We propose to drill standard penetration test (SPT) borings for the project. Table 1 provides a summary of the proposed boring locations and depths. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

**Table 1 Summary of Proposed Borings**

Location	Type	Quantity	Depth (feet)
Residential Lot (Included in the base cost)	SPT	6	20
Public Improvements and Commercial Lot	SPT	6	20
<b>Total</b>		12	240

**Groundwater Measurements**

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

**MDH Sealing Record**

We are planning the deepest borings (and soundings/cores) to be at least 15 feet and less than 25 feet. Therefore, the Minnesota Statutes require us to complete a Sealing Record after our completion of the borings. Our proposal includes the fees for the Minnesota Department of Health (MDH) Sealing Record.

In the event we extend our borings to a depth of 25 feet or greater, the MDH requires us to complete and submit a Sealing Notification Form for the project. The submission of the Sealing Notification Form will require a signature from the property owner (or agent). If we extend our borings to a depth of 25 feet or greater, we will forward on to you a copy of the form for signature and increase our total fees by \$100.

### **Borehole Abandonment**

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 120 linear feet of borings with grout.

Our lump sum fee includes those fees associated with the sealing.

Over time, subsidence of borehole (core) backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

### **Sample Review and Laboratory Testing**

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing 20 moisture content tests, 2 mechanical analyses (through a #200 sieve only), and 2 organic content tests.

### **Engineering Analyses**

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to structure and pavement design and performance.

### **Report**

We will prepare a report including:

- A CAD sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure and pavement subgrades, and the selection, placement and compaction of fill.
- Preliminary geotechnical recommendations for the design and construction of foundations, slabs, pavements, utilities and stormwater management.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.



## Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – currently scheduled for November 30<sup>th</sup> and December 1<sup>st</sup>.
- Field exploration – One day on site to complete the work for the proposed residential development which is included in the base cost estimate, and one additional day on site to complete the borings on the retail parcel and the public improvement portions of the site.
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration
- Preliminary results – within 3 days after completion of field exploration
- Draft report submittal – within about 2 to 3 weeks of completion of field exploration
- Final report submittal – within 3 days of receiving comments on the draft report

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

## Fees

We will furnish the base scope for residential development for a lump sum fee of \$8,500. If the additional day of drilling is selected to perform soil borings on the retail lot and in the public improvement portions of the site, our additional fee would be \$4,500 for a total fee of \$13,000. Additional requests for meetings, consulting or modifications to the report will be billed at a rate of \$178 per hour. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs.

## General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Steve Martin at 612.221.2504 ([smartin@braunintertec.com](mailto:smartin@braunintertec.com)) or Bob Janssen at 612.865.8786 ([bjanssen@braunintertec.com](mailto:bjanssen@braunintertec.com)).

Sincerely,

BRAUN INTERTEC CORPORATION



Steven B. Martin, PE  
Senior Engineer



Robert J. Janssen, PE  
Senior Vice President, Principal Engineer

Attachment:  
General Conditions (1/1/18)  
Boring Location Sketch

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The proposal is accepted, and you are authorized to proceed.

---

**Authorizer's Firm**

---

**Authorizer's Signature**

---

**Authorizer's Name (please print or type)**

---

**Authorizer's Title**

---

**Date**

# General Conditions

## Section 1: Agreement

**1.1** Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

**1.2** The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

**1.3** In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

## Section 2: Our Responsibilities

**2.1** We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

**2.2** In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

**2.3** We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

**2.4** Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

**2.5** We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

**2.6** You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

**2.7** Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

## Section 3: Your Responsibilities

**3.1** You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

**3.2** You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

**3.3** You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

**3.4** You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**3.5** Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

**3.6** Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

**3.7** You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

## Section 4: Reports and Records

**4.1** Unless you request otherwise, we will provide our report in an electronic format.

**4.2** Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

**4.3** If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

**4.4** Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

**4.5** Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

## Section 5: Compensation

**5.1** You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

**5.2** You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

**5.3** If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

**5.4** Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

**5.5** If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

**5.6** You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

**5.7** If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

**5.8** If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**5.9** In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

## Section 6: Disputes, Damage, and Risk Allocation

**6.1** Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

**6.2** *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

**6.3** You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

**6.4** *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

**6.5** *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

**6.6** This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

**6.7** No officer or employee of either party within the scope of employment shall be held liable for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Agenda Item # 4J.

## Section 7: General Indemnification

**7.1** *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

**7.2** To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

**7.3** You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

## Section 8: Miscellaneous Provisions

**8.1** We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

**8.2** You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

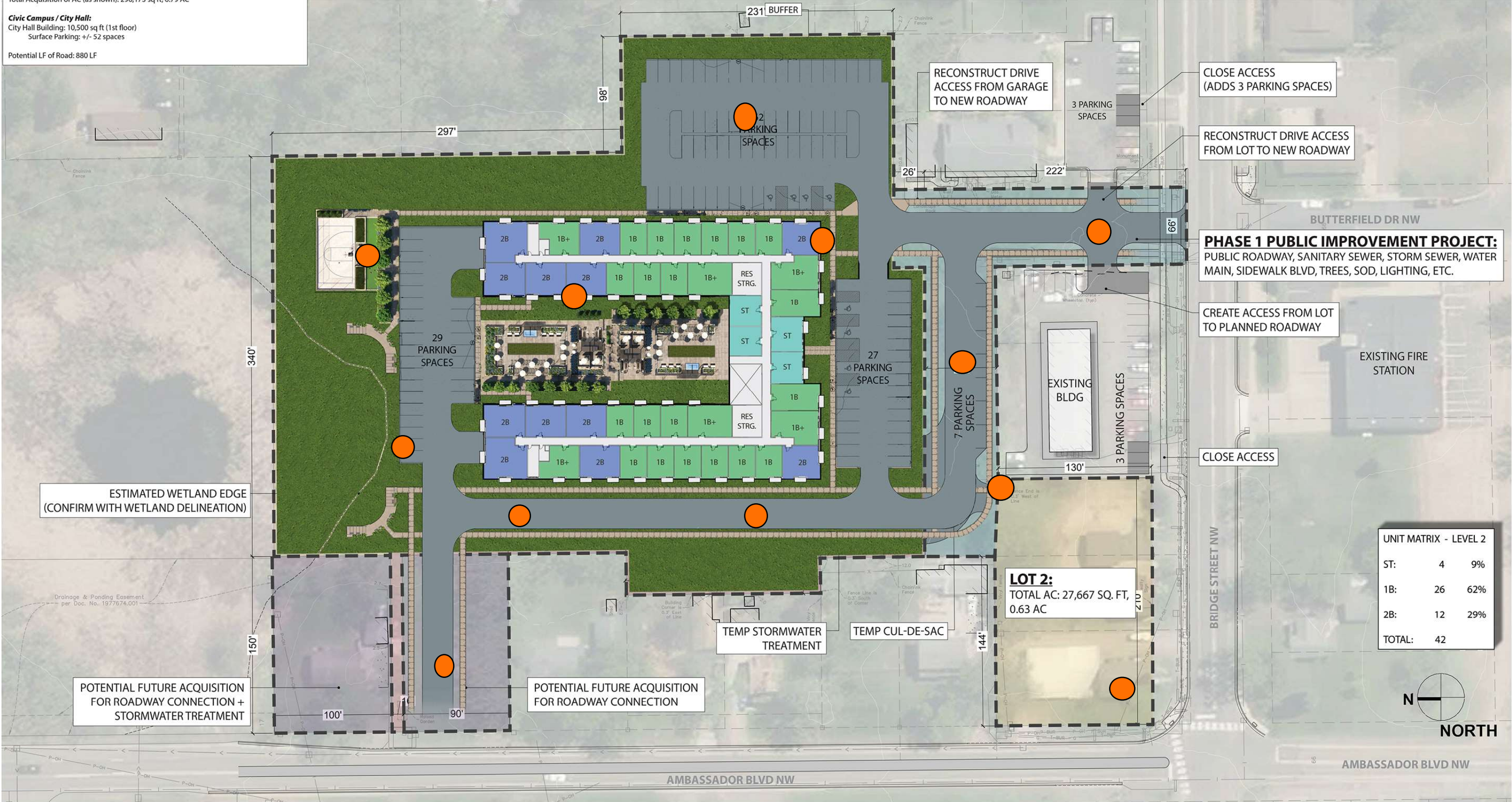
**8.3** Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

**8.4** This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

**8.5** If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

**8.6** No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

**PHASE 2 DEVELOPMENT PROPOSAL SUMMARY:**  
**North-side of Bridge Street:**  
 Residential Building: 1st floor 33,800 sq ft (underground parking)  
 Underground parking: +/- 106 spaces, Surface parking: +/- 82 spaces  
 Townhomes: 1,000 sq ft x 8  
 Commercial Building: 8,200 sq ft  
 Surface Parking: +/- 24 spaces  
 Potential LF of Road: +/- 1,900 LF of roadway  
 Total Acquisition of AC (as shown): 296,173 sq ft, 6.79 AC  
**Civic Campus / City Hall:**  
 City Hall Building: 10,500 sq ft (1st floor)  
 Surface Parking: +/- 52 spaces  
 Potential LF of Road: 880 LF



**PHASE 1 PUBLIC IMPROVEMENT PROJECT:**  
 PUBLIC ROADWAY, SANITARY SEWER, STORM SEWER, WATER MAIN, SIDEWALK BLVD, TREES, SOD, LIGHTING, ETC.

**LOT 2:**  
 TOTAL AC: 27,667 SQ. FT,  
 0.63 AC

UNIT MATRIX - LEVEL 2

ST:	4	9%
1B:	26	62%
2B:	12	29%
TOTAL:	42	





**CITY COUNCIL AGENDA  
REPORT**

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**TO:** Kate Thunstrom, City Administrator  
**FROM:** Todd Schwieger, Police Chief  
**SUBJECT:** Squad Computers  
**DATE:** November 20, 2023

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**OVERVIEW:**

The police department began transitioning to Panasonic Toughbook Computers in 2022. The primary reasons for this was the durability of the computers for squad use and the anticipated longevity of the computers in comparison to current computers used in squad cars. Panasonic Toughbook computers are specifically designed for use in a squad car environment and remain secure in a specially designed docking station. The expected useful life of the Toughbook computer as used in St. Francis squad cars is 5-6 years compared to 4 years for our current squad computers.

**ACTION TO BE CONSIDERED:**

City Council approval to purchase two Panasonic Toughbook FZ-55 computers for use in new 2024 squad vehicles.

**BUDGET IMPLICATION:**

Funds have been allocated for the purchase of the computers in the police department capital equipment fund.

Attachments:

- Baycom Quote

# BAYCOM

A Lifeline in the Moments that Matter

**SAM COLUCCI**  
 9494 HEMLOCK LANE N  
 MAPLE GROVE, MN 55369  
 PHONE: 920-544-4311  
 FAX: 920-468-8615  
[scolucci@baycominc.com](mailto:scolucci@baycominc.com)

**ST. FRANCIS POLICE DEPARTMENT**  
**CHIEF TODD SCHWIEGER**  
 4058 ST. FRANCIS BLVD NW  
 ST. FRANCIS, MN 55070  
 10/24/2023  
 763-235-2330  
[tschwieger@stfrancismn.org](mailto:tschwieger@stfrancismn.org)

**QUOTE NO. SC20231024D**

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:  
 EQUIPMENT DETAILS AND PRICING

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b>Minnesota State Contract Number 179907</b>			
2	<b>Panasonic Toughbook FZ-55</b> Windows 11 Pro, Intel Core i5-1145G7 (up to 4.4GHz) vPro Processor 14" FHD 1000 nit Gloved Multi Touch Display 16GB SDRAM 512GB Opal Solid State Hard Drive Wi - Fi 6, Bluetooth, Ethernet NIC 10/100/1000 4G LTE Advanced Multi Carrier with Band 14 Dedicated GPS Dual Pass Antenna (Ch1:GPS/Ch2:WWAN) Emissive Backlit Keyboard Infrared Webcam with Privacy Cover Standard Battery and AC Power Adapter 3 Year Preferred (Parts & Labor) Warranty	\$2,945.00	\$5,890.00
<b>OPTIONS:</b>			
	Extend Parts & Labor Warranty to 4 Years: \$179.00 each		
	Extend Parts & Labor Warranty to 5 Years: \$319.00 each		
	Upgrade Warranty to 3 Year Protection Plus (No Fault): \$269.00 each		
	Upgrade Warranty to 4 Year Protection Plus (No Fault): \$469.00 each		
	Upgrade Warranty to 5 Year Protection Plus (No Fault): \$699.00 each		
	xPaks Quoted Upon Request		
2	Vehicle Docking Station with Dual Pass Through Antenna	\$707.00	\$1,414.00
2	Vehicle Docking Station Power Supply	\$153.00	\$306.00
2	LTE/GPS Antenna	\$186.00	\$372.00

<b>EQUIPMENT COST:</b>	\$7,982.00
<b>SHIPPING:</b>	Included
<b>TAX:</b>	Exempt
<b>TOTAL:</b>	\$7,982.00

Payment Terms: Net 30 Days  
 Quotation Good for 90 Days  
 We impose a surcharge of 2% on credit card purchases over \$1,000.00 which is not greater than our cost of acceptance.  
 Your signature is an agreement to purchase and an acceptance of Baycom's Terms & Conditions (<http://terms.baycominc.com>)

Approved By: \_\_\_\_\_ / \_\_\_\_\_  
 AUTHORIZED CUSTOMER SIGNATURE DATE

All of the information listed on this proposal is confidential and proprietary information.  
 If You Have Any Questions, Please Contact Sam Colucci at 920-544-4311

[www.baycominc.com](http://www.baycominc.com)

920.468.5426

800.726.5426





# CITY COUNCIL AGENDA REPORT

**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** Delay Notice – Plumbing Permit  
**DATE:** November 20, 2023

**OVERVIEW:**

Per our agreement with Stahl Construction, they must provide notice on project delays. At this time there is a delay occurring at the State level that is affecting commercial plumbing permits.

The State of Minnesota is the responsible entity for commercial plumbing permits. As this permit was submitted in August, we received our first set of comments from them on November 9<sup>th</sup>. Stahl, Brunton and the plumbing contractor were all waiting for the comments and began working on them immediately. Responses have been sent back to the State and it is anticipated it will be December 1<sup>st</sup> before we begin seeing approvals.

Stahl has been working with other items to further the project and feel we may not have a large impact if weather holds and approvals come quickly. However, as a formality, there is a potential for delay in which the notice has identified.

**ACTION TO BE CONSIDERED:**

Council to acknowledge the delay letter as presented

Attachments:

- St. Francis Fire and City Hall Plumbing Permit Delay letter





November 8, 2023

Ms. Kate Thunstrom  
City Administrator  
City of St. Francis  
23340 Cree Street NW  
St. Francis, MN 55070

Sent via Electronic Mail

Re: St. Francis Fire and City Hall  
Plumbing Permit Delay

Kate:

I am sending this letter to follow up on the conversations we have had at the last two on-site project meetings regarding the delays associated with not having the plumbing permit issued. Until the permit is issued, we can only speculate and plan to a certain point. We anticipate that the result could be a delay impact of two to three weeks to the overall project schedule based on the information provided that the permit should be issued next week. Should there be further delays, that amount of time could, and will, change respectively.

In accordance with our Agreement (Paragraph 8.3 and Paragraph 15.1.3 of the AIA A201), Stahl is to notify the Owner within 21 days of an event if there are delays or extensions of time required as the result of a condition that is outside of the contractor's control. We were made aware of the delay on October 19, 2023.

Upon issuance of the plumbing permit, an update will be provided to the master schedule which will reflect any known changes to the date. The extent of time and cost impacts relating to these matters, including those affecting subcontractors, will need to be determined and addressed at appropriate times by change order if / as needed. Stahl has reviewed the project schedule and collaborated closely with the affected trades to mitigate the impact as much as possible.

It is in everyone's best interest to remain transparent in our communications and we thank you in advance for your understanding of this matter.

Sincerely,

Deborah J. Aldrich  
Senior Project Manager  
Stahl Construction

c: Cathy Schmidt, Lane Schoening, Jeremy Belsheim, Tom Surprenant – Stahl Construction  
Paul Carpenter – City of St. Francis  
Ginnie Schneider – Brunton Architects & Engineers



# CITY COUNCIL AGENDA REPORT

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**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** Stahl Construction – Pay Application No. 2 – Labor & Material  
**DATE:** November 20, 2023

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**OVERVIEW:**

Stahl has submitted Pay Application No. 1 for Labor and Material. Both applications have been reviewed by our Architect. The total payment will be for \$472,085.80. The breakdown is below.

- Labor - \$335,617.24
- Material - \$343,359,56

**ACTION TO BE CONSIDERED:**

Motion to approve Labor & Material Pay Application No. 2.

**BUDGET IMPLICATION:**

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

Attachments:

- Pay Application No. 2 Labor
- Pay Application No. 2 Material

# Application and Certificate for Payment

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

Contractor: Stahl Construction Company

Owner: City of St. Francis

Architect: Brunton Architects & Engineers

Stahl Job #: 4020 LABOR

App. #: 2  
 App. Date: November 9, 2023  
 Month: October 2023

Continuation Sheet is attached

## Contractor's Application for Payment

Original Contract Price	5,309,997.00
Net Change by Change Order	0.00
Changes Approved Previously	0.00
Changes Approved this Month	0.00
Current Contract Price.....	5,309,997.00
Work Completed and Material Stored to Date.....	711,078.56
Retainage 5% of Completed Work.....	20,541.52
Total Earned Less Retainage.....	690,537.04
Less Previous Certificates for payment.....	354,919.80

**Current Payment Due** ..... \$ **335,617.24**

**Balance to Finish, Plus Retainage**..... \$ **4,619,459.96**

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

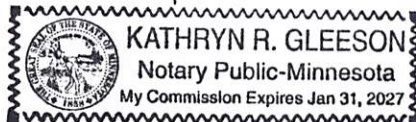
## CONTRACTOR

By: Deborah J. Aldrich Digitally signed by Deborah J. Aldrich  
DN: C=US, E="djaldrich@stahlconstruction.com"  
CN="Deborah J. Aldrich"  
Date: 2023.11.10 09:05:32-0600' Date: 11.10.2023

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

Subscribed and sworn to before me this 10<sup>th</sup> day of November, 2023

Notary Public: Kathryn R. Gleeson



## Architect's Certificate for Payment

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

## ARCHITECT

By: Vijin Sachdev Date: 11/10/2023

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

**Amount Certified** ..... \$ **335,617.24**

## Approved by OWNER

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

# Continuation Sheet



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

Stahl Job #: 4020 LA  
 App. #: 2  
 App. Date: November 9, 2023  
 Month: October 2023

Cost	Code	Description of Work	Name of Vendor / Subcontractor	Original Schedule of Values	Owner Change Orders	Current Schedule of Values	Work Completed		Materials Stored This Period	Work Completed / Material Stored		Balance	Retainage	
							Previous	This Period		Total	%		Total	%
		General Conditions	Stahl Construction	\$ 1,373,174.00	\$ 0.00	\$ 1,373,174.00	\$ 114,780.53	84,839.28	\$ 0.00	\$ 199,619.81	15%	\$ 1,173,554.19	\$ 0.00	0%
02 41 00		Demolition Mechanical	Purchase Order	\$ 900.00	\$ 0.00	900.00	900.00	-	-	900.00	100%	0.00	-	0%
02 41 16		Earthwork/Demo	D.W.	\$ 286,646.00	\$ 0.00	286,646.00	151,000.000	29,000.00	-	180,000.00	63%	106,646.00	9,000.00	5%
02 80 00		Demolition Electrical	Purchase Order	\$ 8,700.00	\$ 0.00	8,700.00	8,700.00	-	-	8,700.00	100%	0.00	-	0%
03 00 00		Cast-In-Place Concrete	Northland Concrete	\$ 401,515.00	\$ 0.00	401,515.00	-	173,931.00	-	173,931.00	43%	227,584.00	8,696.55	5%
03 41 00		Precast Concrete	Taracon	\$ 310,914.00	\$ 0.00	310,914.00	-	31,091.40	-	31,091.40	10%	279,822.60	1,554.57	5%
05 05 00		Erect Metals	Topline Steel	\$ 65,200.00	\$ 0.00	65,200.00	-	-	-	-	0%	65,200.00	-	5%
06 10 00		Rough Carpentry	Tekton	\$ 160,548.00	\$ 0.00	160,548.00	-	-	-	-	0%	160,548.00	-	5%
06 20 00		Finish Carpentry	Keystone	\$ 68,200.00	\$ 0.00	68,200.00	-	-	-	-	0%	68,200.00	-	5%
07 40 00		Metal Panels	Progressive Building Systems	\$ 15,000.00	\$ 0.00	15,000.00	-	-	-	-	0%	15,000.00	-	5%
07 50 00		Roofing	Northern Exposure	\$ 75,991.00	\$ 0.00	75,991.00	-	-	-	-	0%	75,991.00	-	5%
07 60 00		Flashing / Sheetmetal	MoCorp	\$ 30,000.00	\$ 0.00	30,000.00	-	-	-	-	0%	30,000.00	-	5%
07 92 00		Joint Sealants	TBD	\$ 23,352.00	\$ 0.00	23,352.00	-	-	-	-	0%	23,352.00	-	5%
08 36 00		Sectional Overhead Doors	TBD	\$ 33,702.00	\$ 0.00	33,702.00	-	-	-	-	0%	33,702.00	-	5%
08 40 00		Glass/Glazing	East Side Glass	\$ 81,900.00	\$ 0.00	81,900.00	-	-	-	-	0%	81,900.00	-	5%
09 20 00		Drywall	Prestige	\$ 371,939.00	\$ 0.00	371,939.00	-	-	-	-	0%	371,939.00	-	5%
09 30 00		Tiling	Super Set Tile	\$ 33,901.00	\$ 0.00	33,901.00	-	-	-	-	0%	33,901.00	-	5%
09 50 00		Acoustical Ceilings	Minnesota Acoustics	\$ 26,200.00	\$ 0.00	26,200.00	-	-	-	-	0%	26,200.00	-	5%
09 62 00		Specialty Flooring	Concrete Treatments	\$ 16,863.00	\$ 0.00	16,863.00	-	-	-	-	0%	16,863.00	-	5%
09 68 00		Carpet	Multiple Concepts Interiors	\$ 22,160.00	\$ 0.00	22,160.00	-	-	-	-	0%	22,160.00	-	5%
09 90 00		Painting / VWC	Wasche	\$ 86,520.00	\$ 0.00	86,520.00	-	-	-	-	0%	86,520.00	-	5%
10 14 00		Signage	TBD	\$ 13,295.00	\$ 0.00	13,295.00	-	-	-	-	0%	13,295.00	-	5%
10 22 26		Operable Partitions	Skold	\$ 16,300.00	\$ 0.00	16,300.00	-	-	-	-	0%	16,300.00	-	5%
10 51 70		Security Lockers	Geargrid	\$ 5,880.00	\$ 0.00	5,880.00	-	-	-	-	0%	5,880.00	-	5%
11 99 00		Fire Pole	TBD	\$ 7,000.00	\$ 0.00	7,000.00	-	-	-	-	0%	7,000.00	-	5%
12 20 00		Window Treatments	TBD	\$ 4,500.00	\$ 0.00	4,500.00	-	-	-	-	0%	4,500.00	-	5%
12 36 00		Solid Surface Countertops	Innovative Surfaces	\$ 32,512.00	\$ 0.00	32,512.00	-	-	-	-	0%	32,512.00	-	5%
13 24 00		Steam Showers	TBD	\$ 5,000.00	\$ 0.00	5,000.00	-	-	-	-	0%	5,000.00	-	5%
14 20 00		Elevators	Otis	\$ 37,164.00	\$ 0.00	37,164.00	-	-	-	-	0%	37,164.00	-	5%
14 60 00		Holsts and Cranes	Aero	\$ 3,000.00	\$ 0.00	3,000.00	-	-	-	-	0%	3,000.00	-	5%
21 00 00		Fire Suppression	Breth Zen Zen	\$ 73,000.00	\$ 0.00	73,000.00	-	-	-	-	0%	73,000.00	-	5%
22 00 00		Plumbing	Falcon	\$ 402,000.00	\$ 0.00	402,000.00	-	22,500.00	-	22,500.00	6%	379,500.00	1,125.00	5%
23 00 00		HVAC	Sentra Sola	\$ 392,000.00	\$ 0.00	392,000.00	-	-	-	-	0%	392,000.00	-	5%
26 00 00		Electrical	A.J Moore	\$ 285,137.00	\$ 0.00	285,137.00	-	3,308.00	-	3,308.00	1%	281,829.00	165.40	5%
32 12 00		Asphalt Paving	Northwest Bituminous	\$ 34,700.00	\$ 0.00	34,700.00	-	-	-	-	0%	34,700.00	-	5%
32 16 00		Site Concrete	Crosstown Masonry	\$ 219,000.00	\$ 0.00	219,000.00	-	-	-	-	0%	219,000.00	-	5%
32 90 00		Landscaping	Springfall Landscaping	\$ 35,766.00	\$ 0.00	35,766.00	-	-	-	-	0%	35,766.00	-	5%

# Continuation Sheet



Agenda Item # 4M.

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

Stahl Job #: 4020 LA...  
 App. #: 2  
 App. Date: **November 9, 2023**  
 Month: **October 2023**

Cost	Code	Description of Work	Name of Vendor / Subcontractor	Original Schedule of Values	Owner Change Orders	Current Schedule of Values	Work Completed		Materials Stored This Period	Work Completed / Material Stored		Balance	Retainage	
							Previous	This Period		Total	%		Total	%
		Allowances												
70 80 13		Allowance for Building Permit		110,000.00 \$	0.00	110,000.00	82,993.56	-	-	82,993.56	75%	27,006.44	-	0%
71 00 00		Contingency		80,418.00 \$	0.00	80,418.00	-	-	-	-	0%	80,418.00	-	0%
		<b>Subtotals</b>		<b>\$ 5,249,997.00 \$</b>	<b>0.00 \$</b>	<b>\$ 5,249,997.00 \$</b>	<b>358,374.09 \$</b>	<b>344,669.69 \$</b>	<b>0.00 \$</b>	<b>703,043.77</b>	<b>13%</b>	<b>\$ 4,546,953.23</b>	<b>\$ 20,541.52</b>	
90 00 00		Contractor Overhead / Profit	Stahl Construction	60,000.00	-	60,000.00	4,095.71	3,939.08	-	8,034.79	13%	51,965.21	0.00	0%
		<b>Totals</b>		<b>\$ 5,309,997.00 \$</b>	<b>0.00 \$</b>	<b>\$ 5,309,997.00 \$</b>	<b>362,469.80 \$</b>	<b>348,608.76 \$</b>	<b>0.00 \$</b>	<b>711,078.56</b>	<b>13%</b>	<b>\$ 4,598,918.44</b>	<b>\$ 20,541.52</b>	

# Application and Certificate for Payment

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

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

Stahl Job #: 4020-10 Material

App. #: 2  
 App. Date: November 9, 2023  
 Month: October 2023

Continuation Sheet is attached

## Contractor's Application for Payment

Original Contract Price	6,531,580.00
Net Change by Change Order	0.00
Changes Approved Previously	0.00
Changes Approved this Month	0.00
Current Contract Price	6,531,580.00
Work Completed and Material Stored to Date	460,525.56
Retainage	-
Total Earned	460,525.56
Less Previous Certificates for payment .....	117,166.00

**Current Payment Due** \$ **343,359.56**

**Balance to Finish, Including Retainage** \$ **6,071,054.44**

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

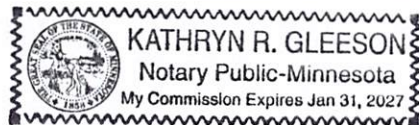
## CONTRACTOR

By: Deborah J. Aldrich Digitally signed by Deborah J. Aldrich  
DN: c=US, E="jaldrich@stahlconstruction.com",  
CN=Deborah J. Aldrich,  
Date: 2023.11.10 09:07:18-0600 Date: 11.10.23

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

Subscribed and sworn to before me this 10<sup>th</sup> day of November, 2023

Notary Public: Kathryn R. Gleeson



## Architect's Certificate for Payment

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

## ARCHITECT

By: Vijin Sachdev Date: 11/10/2023

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

**Amount Certified** \$ **343,359.56**

## Approved by OWNER

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

# Continuation Sheet



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

Stahl Job #: **4020-10 M**  
 App. #: **2**  
 App. Date: **November 9, 2023**  
 Month: **October 2023**

Cost	Code	Description of Work	Name of Vendor / Subcontractor	Original Schedule of Values	Owner Change Orders	Current Schedule of Values	Work Completed		Materials Stored This Period	Work Completed / Material Stored		Balance	Retainage	
							Previous	This Period		Total	%		Total	%
01 80 19	Insurance	Stahl Construction	\$ 40,000.00	\$ 0.00	40,000.00	40,000.00	-	-	40,000.00	100%	0.00	-	0%	
03 30 00	Concrete	Northland Concrete	\$ 223,085.00	\$ 0.00	223,085.00	-	110,297.00	-	110,297.00	49%	112,788.00	-	0%	
03 41 00	Precast Concrete	Taracon	\$ 1,981,079.00	\$ 0.00	1,981,079.00	-	198,107.90	-	198,107.90	10%	1,782,971.10	-	0%	
05 10 00	Furnish Metals	Ben's Structural	\$ 200,657.00	\$ 0.00	200,657.00	-	6,500.00	-	6,500.00	3%	194,157.00	-	0%	
06 10 00	Rough Carpentry	Tekton	\$ 38,775.00	\$ 0.00	38,775.00	-	-	-	-	0%	38,775.00	-	0%	
06 40 00	Architectural Woodwork	Distinctive Cabinets	\$ 101,940.00	\$ 0.00	101,940.00	-	-	-	-	0%	101,940.00	-	0%	
06 60 00	Solid Surface / Stainless Fabrications	MoCorp	\$ 1,745.00	\$ 0.00	1,745.00	-	-	-	-	0%	1,745.00	-	0%	
07 40 00	Metal Panels	Progressive Building Systems	\$ 9,277.00	\$ 0.00	9,277.00	-	-	-	-	0%	9,277.00	-	0%	
07 50 00	Roofing	Northern Exposure	\$ 260,548.00	\$ 0.00	260,548.00	-	-	-	-	0%	260,548.00	-	0%	
07 60 00	Flashing / Sheet Metal	MoCorp	\$ 25,000.00	\$ 0.00	25,000.00	-	-	-	-	0%	25,000.00	-	0%	
07 92 00	Joint Sealants	TBD	\$ 8,000.00	\$ 0.00	8,000.00	-	-	-	-	0%	8,000.00	-	0%	
08 10 00	Doors / Frames / Hardware	Contract Hardware	\$ 188,200.00	\$ 0.00	188,200.00	-	-	-	-	0%	188,200.00	-	0%	
08 36 00	Sectional OH Doors	TBD	\$ 190,981.00	\$ 0.00	190,981.00	-	-	-	-	0%	190,981.00	-	0%	
08 40 00	Glass/Glazing	East Side Glass	\$ 210,200.00	\$ 0.00	210,200.00	-	-	-	-	0%	210,200.00	-	0%	
09 20 00	Drywall	Prestige	\$ 145,000.00	\$ 0.00	145,000.00	-	-	-	-	0%	145,000.00	-	0%	
09 30 00	Tiling	Super Set Tile	\$ 34,536.00	\$ 0.00	34,536.00	-	-	-	-	0%	34,536.00	-	0%	
09 50 00	Acoustical Ceilings	Minnesota Acoustics	\$ 40,300.00	\$ 0.00	40,300.00	-	-	-	-	0%	40,300.00	-	0%	
09 62 00	Specialty Flooring	Concrete Treatments	\$ 9,080.00	\$ 0.00	9,080.00	-	-	-	-	0%	9,080.00	-	0%	
09 68 00	Carpet	Multiple Concepts Interiors	\$ 75,640.00	\$ 0.00	75,640.00	-	-	-	-	0%	75,640.00	-	0%	
09 90 00	Painting / VWC	Wasche	\$ 14,700.00	\$ 0.00	14,700.00	-	-	-	-	0%	14,700.00	-	0%	
10 14 00	Signage	TBD	\$ 62,396.00	\$ 0.00	62,396.00	-	-	-	-	0%	62,396.00	-	0%	
10 22 26	Operable Partitions	Skold	\$ 7,200.00	\$ 0.00	7,200.00	-	-	-	-	0%	7,200.00	-	0%	
10 51 70	Security Lockers	Geargrid	\$ 22,370.00	\$ 0.00	22,370.00	-	-	-	-	0%	22,370.00	-	0%	
10 75 00	Light Poles	Construction Supply	\$ 44,955.00	\$ 0.00	44,955.00	-	-	-	-	0%	44,955.00	-	0%	
11 99 00	Fire Pole	McIntire Brass Works	\$ 50,000.00	\$ 0.00	50,000.00	-	15,466.67	-	15,466.67	31%	34,533.33	-	0%	
12 20 00	Window Treatments	TBD	\$ 35,530.00	\$ 0.00	35,530.00	-	-	-	-	0%	35,530.00	-	0%	
12 36 00	Solid Surface Countertops	Innovative Surfaces	\$ 76,135.00	\$ 0.00	76,135.00	-	-	-	-	0%	76,135.00	-	0%	
13 24 00	Steam Bath	TBD	\$ 13,447.00	\$ 0.00	13,447.00	-	-	-	-	0%	13,447.00	-	0%	
14 20 00	Elevators	Otis	\$ 55,748.00	\$ 0.00	55,748.00	-	-	-	-	0%	55,748.00	-	0%	
14 60 00	Hoist and Cranes	Aero	\$ 7,250.00	\$ 0.00	7,250.00	-	-	-	-	0%	7,250.00	-	0%	
21 00 00	Fire Suppression	Breth Zen Zen	\$ 58,800.00	\$ 0.00	58,800.00	-	-	-	-	0%	58,800.00	-	0%	
22 00 00	Plumbing	Falcon	\$ 565,000.00	\$ 0.00	565,000.00	-	5,500.00	-	5,500.00	1%	559,500.00	-	0%	
23 00 00	HVAC	Senra Sota	\$ 436,000.00	\$ 0.00	436,000.00	-	-	-	-	0%	436,000.00	-	0%	
26 00 00	Electrical	AJ Moore	\$ 844,523.00	\$ 0.00	844,523.00	-	4,071.00	-	4,071.00	0%	840,452.00	-	0%	
31 00 00	Earthwork	D.W.	\$ 99,500.00	\$ 0.00	99,500.00	76,000.00	-	-	76,000.00	76%	23,500.00	-	0%	
32 12 00	Asphalt Paving	Northwest Bituminous	\$ 48,800.00	\$ 0.00	48,800.00	-	-	-	-	0%	48,800.00	-	0%	
32 16 00	Site Concrete	Crosstown Masonry	\$ 152,000.00	\$ 0.00	152,000.00	-	-	-	-	0%	152,000.00	-	0%	
32 90 00	Landscaping	Springfall Landscaping	\$ 45,203.00	\$ 0.00	45,203.00	-	-	-	-	0%	45,203.00	-	0%	

# Continuation Sheet



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

**Stahl Job #:** 4020-10 M  
**App. #:** 2  
**App. Date:** November 9, 2023  
**Month:** October 2023

Cost	Code	Description of Work	Name of Vendor / Subcontractor	Original Schedule of Values	Owner Change Orders	Current Schedule of Values	Work Completed		Materials Stored This Period	Work Completed / Material Stored		Balance	Retainage	
							Previous	This Period		Total	%		Total	%
WTF		Unallocated		2,980.00		2,980.00		-						
71 00 00		Contingency		40,000.00	\$ 0.00	40,000.00	-	-	-	-	0%	40,000.00	-	0%
				<b>Subtotals</b>	<b>\$ 6,466,580.00</b>	<b>\$ 0.00</b>	<b>\$ 6,466,580.00</b>	<b>\$ 116,000.00</b>	<b>\$ 339,942.57</b>	<b>\$ 0.00</b>	<b>\$ 455,942.57</b>	<b>7%</b>	<b>\$ 6,007,657.43</b>	<b>\$ 0.00</b>
90 00 00		Contractor Overhead / Profit	Stahl Construction	65,000.00	-	65,000.00	1,166.00	3,416.99	-	4,582.99	7%	60,417.01	0.00	0%
				<b>Totals</b>	<b>\$ 6,531,580.00</b>	<b>\$ 0.00</b>	<b>\$ 6,531,580.00</b>	<b>\$ 117,166.00</b>	<b>\$ 343,359.56</b>	<b>\$ 0.00</b>	<b>\$ 460,525.56</b>	<b>7%</b>	<b>\$ 6,068,074.44</b>	<b>\$ 0.00</b>





**CITY COUNCIL  
AGENDA REPORT**

**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** Change Orders – City Hall Fire Station Project  
**DATE:** November 20, 2023

**OVERVIEW:**

The following change orders have been submitted for approval:

**PCO#004**

During site prep, three ground issues were identified:

- Waterstop Remediation – this is a Water Fund expenses but it occurred during the initial ground movement and became part of the project. Amount to be paid for out of the Water Fund Balance
- Unsuitable soils were located
- An abandoned well was located

Water Fund payment	\$2,650.00
CHFS project payment	\$4,857.50

**PCO#005 and PCO#006**

When contracts were split, a line item was incorrectly placed under the wrong contract. This is a net zero move, but for tracking and contractual reasons following the process.

- #005 Adds \$9,100 to the materials contract
- #006 Removes \$9,100 from the labor contract

**ACTION TO BE CONSIDERED:**

Council to review and approve the change orders as presented authorizing City Administrator to execute.

Attachments:

- PCO #004 \$7,507.50
- PCO#005 \$9,100.00
- PCO#006 (\$9,100.00)

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

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

## Prime Contract Potential Change Order #004: Extra Work Performed by DW

<b>TO:</b>	St. Francis, MN (City of) 23340 Cree Street NW St. Francis, Minnesota 55070	<b>FROM:</b>	Stahl Construction Company 861 E. Hennepin Avenue, Suite 200 Minneapolis, Minnesota 55414
<b>PCO NUMBER/REVISION:</b>	004 / 0	<b>CONTRACT:</b>	4020 - - St. Francis City Hall & Fire Station
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Deb Aldrich (Stahl Construction Company)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	11/3/2023
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	Yes		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>	0 days	<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$7,507.50

**POTENTIAL CHANGE ORDER TITLE:** Extra Work Performed by DW

**CHANGE REASON:** Existing Condition

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

CE #003 - Waterstop remediation

Discovered existing but unknown waterstop on site that was struck by earthwork sub (DW). Consulted with Public Works ( Parrish ) and received direction to cap and terminate.

CE #004 - Abandoned Well

There was an abandoned well found on site (discovered by DW). Stahl received direction from City Public Works to knock it down a few feet and infill it.

CE #005 - Soils Remediation

Remove an additional 6" - 12" of unsuitable soil and put 6" - 12" of soil back in and compact it to meet compaction test performed by Chosen Valley. This was directed by Chosen Valley to be completed prior to pouring footings.

**ATTACHMENTS:**

[DWCO- RFQ #004- CE #005 \(1\).pdf](#) , [\\_DWCO- RFQ #003- CE #004 \(1\).pdf](#) , [\\_DWCO- RFQ #002- CE #003.pdf](#)

#	Budget Code	Description	Amount
1	02-4116-__-.S DEMO.Building Demolition.SUBCONTRACT	Sitework	\$2,650.00
2	02-4116-__-.S DEMO.Building Demolition.SUBCONTRACT	Sitework Remediation	\$850.00
3	02-4116-__-.S DEMO.Building Demolition.SUBCONTRACT	Sitework	\$3,650.00
<b>Subtotal:</b>			<b>\$7,150.00</b>
GC Fee 5% (5.00% Applies to all line item types.):			\$357.50
<b>Grand Total:</b>			<b>\$7,507.50</b>

Ginnie Schneider (Brunton Architects & Engineers, Inc.)

St. Francis, MN (City of)

Stahl Construction Company

23340 Cree Street NW  
St. Francis, Minnesota 55070

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

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

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

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



**PO BOX 129 · Isanti, MN 55040 · 763-691-1897**

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**RFQ #002 – CE #003**

**Project:** St. Francis City Hall & Fire Station

**Subject:** CE #003 Waterstop Remediation

**Description:** The additional cost to perform the extra work necessary per plan changes to repair an un documented water service was found on the site:

Labor only:

50 Ton Excavator @ \$250/hr – 4 hrs: \$750.00

Soil Compactor @ \$205/hr – 2 hrs: \$410.00

General Labor @ \$89/hr – 16.74 hrs: \$1490.00

**Total Change: + \$2,650.00**



**PO BOX 129 · Isanti, MN 55040 · 763-691-1897**

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**RFQ #004 – CE #005**

**Project:** St. Francis City Hall & Fire Station

**Subject:** CEE #005 Testing Agent Requirement for Unsuitable Soils

**Description:** The additional cost to perform the extra work necessary per plan changes to remove and replace unsuitable soils per Chosen Valley are as follows:

Labor only:

50 Ton Excavator @ \$250/hr - 5 hrs: \$1375.00

20 Ton dozer @ \$250/hr - 5 hrs: \$1250.00

Soil Compactor @ \$205/hr - 5 hrs: \$1025.00

**Total Change: + \$3,650.00**



**PO BOX 129 · Isanti, MN 55040 · 763-691-1897**

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**RFQ #003 – CE #004**

**Project:** St. Francis City Hall & Fire Station

**Subject:** CE #004 Concealed Well on Site

**Description:** The additional cost to perform the extra work necessary per plan changes to abandon un documented well pit:

Labor only:

50 Ton Excavator @ \$250/hr – 1.8 hrs: *\$467.00*

Soil Compactor @ \$205/hr – 1 hrs: *\$205.00*

General Labor @ \$89/hr – 1 hrs: *\$178.00*

**Total Change: + \$850.00**



# PCO #005

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

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

## Prime Contract Potential Change Order #005: CE #011 - Skold Reconciliation

<b>TO:</b>	St. Francis, MN (City of) 23340 Cree Street NW St. Francis, Minnesota 55070	<b>FROM:</b>	Stahl Construction Company 861 E. Hennepin Avenue, Suite 200 Minneapolis, Minnesota 55414
<b>PCO NUMBER/REVISION:</b>	005 / 0	<b>CONTRACT:</b>	4020-10 - St. Francis City Hall & Fire Station-Material Prime Contract
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Deb Aldrich (Stahl Construction Company)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	11/15/2023
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$9,100.00

**POTENTIAL CHANGE ORDER TITLE:** CE #011 - Skold Reconciliation

**CHANGE REASON:** Allowance

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*  
 CE #011 - Skold Reconciliation  
 Skold contract reconciliation from accounting error.

**ATTACHMENTS:**

#	Budget Code	Description	Amount
1	10-2226-__-S Operable Partitions.SUBCONTRACT	Contract Reconciliation	\$9,100.00
<b>Subtotal:</b>			<b>\$9,100.00</b>
GC Fee 1% (0.00% Applies to LABOR, MATERIAL, SUBCONTRACT, EQUIPMENT, Reimbursables, Sub Labor, Tekton, and FEE.):			\$0.00
<b>Grand Total:</b>			<b>\$9,100.00</b>

**Ginnie Schneider (Brunton Architects & Engineers, Inc.)**

**St. Francis, MN (City of)**  
  
 23340 Cree Street NW  
 St. Francis, Minnesota 55070

**Stahl Construction Company**  
  
 861 E. Hennepin Avenue, Suite 200  
 Minneapolis, Minnesota 55414

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





# PCO #006

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

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

## Prime Contract Potential Change Order #006: CE #010 - Skold Reconciliation

<b>TO:</b>	St. Francis, MN (City of) 23340 Cree Street NW St. Francis, Minnesota 55070	<b>FROM:</b>	Stahl Construction Company 861 E. Hennepin Avenue, Suite 200 Minneapolis, Minnesota 55414
<b>PCO NUMBER/REVISION:</b>	006 / 0	<b>CONTRACT:</b>	4020- - St. Francis City Hall & Fire Station
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Deb Aldrich (Stahl Construction Company)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	11/15/2023
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	(\$9,100.00)

**POTENTIAL CHANGE ORDER TITLE:** CE #010 - Skold Reconciliation

**CHANGE REASON:** Allowance

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*  
 CE #010 - Skold Reconciliation  
 Contract reconciliation for Skold Specialty

**ATTACHMENTS:**

#	Budget Code	Description	Amount
1	10-2226-__-S Operable Partitions.SUBCONTRACT	Contract Reconciliation	\$(9,100.00)
<b>Subtotal:</b>			<b>\$(9,100.00)</b>
GC Fee 5% (0.00% Applies to all line item types.):			\$0.00
<b>Grand Total:</b>			<b>\$(9,100.00)</b>

**Ginnie Schneider (Brunton Architects & Engineers, Inc.)**

**St. Francis, MN (City of)**  
  
 23340 Cree Street NW  
 St. Francis, Minnesota 55070

**Stahl Construction Company**  
  
 861 E. Hennepin Avenue, Suite 200  
 Minneapolis, Minnesota 55414

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



# CITY COUNCIL AGENDA REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Darcy Mulvihill, Finance Director  
 Natalie Santillo, Accounting Tech/Deputy Clerk  
**SUBJECT:** Payment of Claims  
**DATE:** November 20, 2023

**OVERVIEW:**

Attached are the bills received since the last council meeting. Total checks to be written are \$180,519.96 plus any additional bills that are handed out at council meeting.

Other Payments to be approved:

Debt service payments –N/A

Direct Transfer from October-\$245,555.59

Credit Card Payment- N/A

Manual Checks-N/A

**ACTION TO BE CONSIDERED:**

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

**BUDGET IMPLICATION:**

City bills

Attachments:

- 11-20--2023 Packet List-\$180,519.96
- 10-16-2023 ACH Payments-September-\$245,555.59

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 11/21/2023 - 11/21/2023

POSTED AND UNPOSTED

OPEN - CHECK TYPE: PAPER CHECK

Agenda Item # 40.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
5503056788 00033766	AIR GAS NORTH CENTRAL RENTAL 101-43100-40217 101-43210-40217 101-45200-40217 601-49440-40217 602-49490-40217	10/31/2023 DMULVIHILL OTHER OPERATING SUPPLIES OTHER OPERATING SUPPLIES OTHER OPERATING SUPPLIES OTHER OPERATING SUPPLIES OTHER OPERATING SUPPLIES		98.68 19.74 19.74 19.74 19.74 19.72	98.68	Open	N 11/20/2023
7494 00033621	ALEX AIR APPARATUS INC FIX AIR LEAK 101-42210-40218	11/01/2023 DMULVIHILL EQUIPMENT MAINTENANCE		300.00 300.00	300.00	Open	N 11/20/2023
323121 00033767	ASPEN MILLS UNIFORMS-BULERA 101-42110-40437	11/14/2023 DMULVIHILL UNIFORMS		159.99 159.99	159.99	Open	N 11/20/2023
27419 00033768	BARNA, GUZY & STEFFEN, LTD PROSECUTION 101-41600-40312	10/31/2023 DMULVIHILL CRIMINAL LEGAL FEES		5,150.00 5,150.00	5,150.00	Open	N 11/20/2023
271472 00033769	BARNA, GUZY & STEFFEN, LTD MUNICIPAL 101-41600-40304	10/31/2023 DMULVIHILL CIVIL LEGAL FEES		1,957.00 1,957.00	1,957.00	Open	N 11/20/2023
271475 00033770	BARNA, GUZY & STEFFEN, LTD GENERAL LABOR 101-41600-40304	10/31/2023 DMULVIHILL CIVIL LEGAL FEES		630.00 630.00	630.00	Open	N 11/20/2023
271477 00033771	BARNA, GUZY & STEFFEN, LTD COMMUNITY DEVELOPMENT	10/31/2023 DMULVIHILL		2,885.50	2,885.50	Open	N 11/20/2023
271479 00033772	BARNA, GUZY & STEFFEN, LTD MISCELLANEOUS 101-41600-40304	10/31/2023 DMULVIHILL CIVIL LEGAL FEES		377.00 377.00	377.00	Open	N 11/20/2023

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270952 00033773	BARNA, GUZY & STEFFEN, LTD BRIDGE ST PURCHASE 101-41600-40304	10/31/2023 DMULVIHILL CIVIL LEGAL FEES		87.00 87.00	87.00	Open	N 11/20/2023
271903 00033774	BARNA, GUZY & STEFFEN, LTD TRANSFER OF TITLE 101-41600-40304	10/31/2023 DMULVIHILL CIVIL LEGAL FEES		275.50 275.50	275.50	Open	N 11/20/2023
0201577200 00033781	BELLBOY CORPORATION BAR SUPPLY LIQUOR 609-49751-40251 609-49751-40206	11/14/2023 CBUSKEY LIQUOR FREIGHT		4,010.29 3,978.66 31.63	4,010.29	Open	N 11/14/2023
101091978 00033748	BLUE CLOUD DISTRIBUTION OF MN BEER 609-49751-40252	11/09/2023 CBUSKEY BEER		539.00 539.00	539.00	Open	N 11/09/2023
411605878 00033633	BREAKTHRU BEVERAGE WINE 609-49751-40206 609-49751-40253	11/07/2023 CBUSKEY FREIGHT WINE		(37.45) (1.45) (36.00)	(37.45)	Open	N 11/07/2023
112978400 00033757	BREAKTHRU BEVERAGE LIQUOR/WINE 609-49751-40206 609-49751-40253 609-49751-40251	11/09/2023 CBUSKEY FREIGHT WINE LIQUOR		2,014.90 20.66 616.00 1,378.24	2,014.90	Open	N 11/09/2023
T526088-ADD 00033623	CORE & MAIN LP DID NOT PAY FULL AMOUNT ON ORIGINAL 405-43100-40811	09/08/2023 DMULVIHILL 2023 STREET IMPROVMENTS		250.00 250.00	250.00	Open	N 11/20/2023

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1-108687-01 00033775	COUNTRY SIDE SERVICES PLOW MOUNT INSTALL 101-45200-40221 101-43100-40221 601-49440-40221 602-49490-40221	11/14/2023 JSHOOK VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE SUPPLIES VEHICLE MAINTENANCE		3,647.29 1,000.00 1,000.00 800.29 847.00	3,647.29	Open	N 11/20/2023
4007646 00033747	CRYSTAL SPRINGS ICE MISC 609-49751-40206 609-49751-40254	11/09/2023 CBUSKEY FREIGHT MISCELLANEOUS MERCHANDISE		171.60 4.00 167.60	171.60	Open	N 11/09/2023
2045131 00033634	DAHLHEIMER DIST. CO. INC. BEER 609-49751-40252	11/08/2023 CBUSKEY BEER		14,229.49 14,229.49	14,229.49	Open	N 11/08/2023
971-00188 00033763	DAHLHEIMER DIST. CO. INC. CREDIT 609-49751-40252	08/09/2023 DMULVIHILL BEER		(30.00) (30.00)	(30.00)	Open	N 11/13/2023
1886769 00033764	DAHLHEIMER DIST. CO. INC. CREDIT 609-49751-40252	04/18/2023 DMULVIHILL BEER		(416.60) (416.60)	(416.60)	Open	N 11/13/2023
1837405 00033765	DAHLHEIMER DIST. CO. INC. CREDIT 609-49751-40252	02/07/2023 DMULVIHILL BEER		(28.95) (28.95)	(28.95)	Open	N 11/13/2023
2050172 00033785	DAHLHEIMER DIST. CO. INC. BEER/NA 609-49751-40255 609-49751-40252	11/15/2023 CBUSKEY N/A PRODUCTS BEER		18,773.65 133.60 18,640.05	18,773.65	Open	N 11/15/2023

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2050194 00033786	DAHLHEIMER DIST. CO. INC. BEER 609-49751-40252	11/14/2023 CBUSKEY BEER		(197.80) (197.80)	(197.80)	Open	N 11/15/2023
.11012023 00033745	DAVID & AMY ARCHAMBAULT REFUND #6565 601-49440-40444	11/01/2023 DMULVIHILL REFUND & REIMBURSEMENT		232.34 232.34	232.34	Open	N 11/20/2023
10709214230 00033624	DELL MARKETING L.P. COMPUTER-STEFFES 402-41400-40560	11/06/2023 DMULVIHILL COMPUTERS		1,214.20 1,214.20	1,214.20	Open	N 11/20/2023
.11012023 00033746	DELORES LINDGREN REFUND #2198 601-49440-40444	11/01/2023 DMULVIHILL REFUND & REIMBURSEMENT		115.80 115.80	115.80	Open	N 11/20/2023
971508 00033620	ECM PUBLISHERS, INC. CUP ATC TOWER 101-41910-40441	11/03/2023 DMULVIHILL MISCELLANEOUS		64.50 64.50	64.50	Open	N 11/20/2023
30281 00033787	ELITE SANITATION RENTAL	11/11/2023 DMULVIHILL		1,032.50	1,032.50	Open	N 11/20/2023
38589 00033779	FLAHERTYS HAPPY TYME CO MISC 609-49751-40254	11/13/2023 CBUSKEY MISCELLANEOUS MERCHANDISE		234.00 234.00	234.00	Open	N 11/13/2023
359418 00033627	GRANITE CITY JOBBING CO. TOBACCO/MISC/OPERATING 609-49751-40206 609-49751-40254 609-49750-40210 609-49751-40256	11/07/2023 CBUSKEY FREIGHT MISCELLANEOUS MERCHANDISE OPERATING SUPPLIES TOBACCO PRODUCTS		6,090.85 10.00 333.47 182.05 5,565.33	6,090.85	Open	N 11/07/2023

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38473972021 00033759	GREAT LAKES COCA-COLA MISC 609-49751-40254	11/10/2023 CBUSKEY MISCELLANEOUS MERCHANDISE		756.34 756.34	756.34	Open	N 11/10/2023
13807639 00033760	HACH COMPANY BUFFER 601-49440-40235	11/09/2023 DMULVIHILL FULL-TIME SALARIES		62.10 62.10	62.10	Open	N 11/20/2023
6625268 00033788	HAWKINS, INC. RENTAL	11/15/2023 DMULVIHILL		20.00	20.00	Open	N 11/20/2023
6625750 00033789	HAWKINS, INC. RENTAL	11/15/2023 DMULVIHILL		10.00	10.00	Open	N 11/20/2023
IN4256441 00033635	INNOVATIVE OFFICE SOLUTIONS, L TONER 101-42110-40200	07/12/2023 DMULVIHILL OFFICE SUPPLIES		90.62 90.62	90.62	Open	N 11/20/2023
IN4306979 00033636	INNOVATIVE OFFICE SOLUTIONS, L SUPPLIES 101-42110-40200	08/29/2023 DMULVIHILL OFFICE SUPPLIES		65.92 65.92	65.92	Open	N 11/20/2023
IN4358231 00033637	INNOVATIVE OFFICE SOLUTIONS, L SUPPLIES 101-45200-40200	10/19/2023 DMULVIHILL OFFICE SUPPLIES		80.25 80.25	80.25	Open	N 11/20/2023
IN4330863 00033638	INNOVATIVE OFFICE SOLUTIONS, L SUPPLIES 601-49440-40200 602-49490-40200	09/21/2023 DMULVIHILL OFFICE SUPPLIES OFFICE SUPPLIES		97.60 48.80 48.80	97.60	Open	N 11/20/2023

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IN4310649 00033639	INNOVATIVE OFFICE SOLUTIONS, L SUPPLIES 101-43100-40200	09/01/2023 DMULVIHILL OFFICE SUPPLIES		53.46 53.46	53.46	Open	N 11/20/2023
IN4361994 00033640	INNOVATIVE OFFICE SOLUTIONS, L RACKS 101-41910-40200	10/24/2023 DMULVIHILL OFFICE SUPPLIES		52.34 52.34	52.34	Open	N 11/20/2023
IN4273457 00033641	INNOVATIVE OFFICE SOLUTIONS, L OFFICE SUPPLIES 101-41400-40200	07/27/2023 DMULVIHILL OFFICE SUPPLIES		126.68 126.68	126.68	Open	N 11/20/2023
IN4358302 00033642	INNOVATIVE OFFICE SOLUTIONS, L SUPPLIES 101-41400-40200 101-41910-40200	10/19/2023 DMULVIHILL OFFICE SUPPLIES OFFICE SUPPLIES		524.91 262.46 262.45	524.91	Open	N 11/20/2023
SCN116154 00033643	INNOVATIVE OFFICE SOLUTIONS, L CREDIT 101-42110-40200	09/02/2022 DMULVIHILL OFFICE SUPPLIES		(23.98) (23.98)	(23.98)	Open	N 11/20/2023
.11012023 00033744	JOHN KUKLOK REFUND #4959 601-49440-40444	11/01/2023 DMULVIHILL REFUND & REIMBURSEMENT		116.97 116.97	116.97	Open	N 11/20/2023
2421134 00033750	JOHNSON BROS WHLSE LIQUOR LIQUOR 609-49751-40206 609-49751-40251	11/09/2023 CBUSKEY FREIGHT LIQUOR		4,013.77 92.82 3,920.95	4,013.77	Open	N 11/09/2023
2421135 00033751	JOHNSON BROS WHLSE LIQUOR WINE 609-49751-40206 609-49751-40253	11/09/2023 CBUSKEY FREIGHT WINE		1,123.30 27.30 1,096.00	1,123.30	Open	N 11/09/2023



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.11012023 00033743	KAREN KUZNAR REFUND #3452 601-49440-40444	11/01/2023 DMULVIHILL REFUND & REIMBURSEMENT		136.46 136.46	136.46	Open	N 11/20/2023
.11092023 00033742	LMC INSURANCE TRUST PROPERTY INSURANCE 101-41110-40360 101-41400-40360 101-41410-40360 101-41500-40360 101-41600-40360 101-41910-40360 101-42110-40360 101-42210-40360 101-42400-40360 101-43100-40360 101-43210-40360 101-45000-40360 101-45200-40360 101-49200-40360 601-49440-40360 602-49490-40360 609-49750-40360 101-41940-40360	11/09/2023 DMULVIHILL INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE		44,101.00 92.61 983.45 22.05 511.57 158.76 630.64 8,687.90 2,156.54 454.24 4,820.24 154.35 4.41 5,115.72 13.23 5,578.78 8,524.72 5,428.84 762.95	44,101.00	Open	N 11/20/2023
717805 00033629	MCDONALD DIST CO. BEER 609-49751-40252	11/08/2023 CBUSKEY BEER		(5.16) (5.16)	(5.16)	Open	N 11/08/2023
717806 00033630	MCDONALD DIST CO. LIQUOR 609-49751-40251	11/08/2023 CBUSKEY LIQUOR		478.70 478.70	478.70	open	N 11/08/2023
717872 00033631	MCDONALD DIST CO. BEER 609-49751-40252	11/08/2023 CBUSKEY BEER		7,546.20 7,546.20	7,546.20	open	N 11/08/2023

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691619 00033644	MCDONALD DIST CO. LIQUOR 609-49751-40251	06/02/2023 CBUSKEY LIQUOR		108.00 108.00	108.00	Open	N 11/08/2023
718958 00033782	MCDONALD DIST CO. BEER/NA 609-49751-40255 609-49751-40252	11/15/2023 CBUSKEY N/A PRODUCTS BEER		13,145.50 27.70 13,117.80	13,145.50	Open	N 11/15/2023
718957 00033783	MCDONALD DIST CO. LIQUOR 609-49751-40251	11/15/2023 CBUSKEY LIQUOR		336.30 336.30	336.30	Open	N 11/15/2023
719105 00033784	MCDONALD DIST CO. BEER 609-49751-40252	11/15/2023 CBUSKEY BEER		(47.10) (47.10)	(47.10)	Open	N 11/15/2023
INV2395371 00033614	METRO SALES, INC. INK 101-45200-40200 101-43100-40200 602-49490-40200 601-49440-40200	10/31/2023 JSHOOK OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES		238.13 60.00 60.00 60.13 58.00	238.13	Open	N 11/20/2023
INV2395342 00033625	METRO SALES, INC. COPIES 101-41400-40200 101-42400-40200	10/31/2023 DMULVIHILL OFFICE SUPPLIES OFFICE SUPPLIES		195.00 97.50 97.50	195.00	Open	N 11/20/2023

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1597 00033622	METRO-INET MONTHLY IT SERVICES 101-41110-40310 101-41400-40310 101-41910-40310 101-42110-40310 101-42210-40310 101-42400-40310 101-43100-40310 101-45200-40310 601-49440-40310 602-49490-40310 609-49750-40310	11/01/2023 DMULVIHILL		13,498.00	13,498.00	Open	N 11/20/2023
				539.92			
				1,889.72			
				269.96			
				6,614.02			
				1,214.82			
				539.92			
				539.92			
				539.92			
				539.92			
				539.92			
				269.96			
13334860113673 00033615	MIDCONTINENT COMMUNICATIONS WATER PLANT SERVICES 601-49440-40321	11/02/2023 DMULVIHILL		153.39	153.39	Open	N 11/20/2023
		TELEPHONE		153.39			
13332710113673 00033616	MIDCONTINENT COMMUNICATIONS POLICE 101-42110-40321	11/02/2023 DMULVIHILL		45.13	45.13	Open	N 11/20/2023
		TELEPHONE		45.13			
8 00033776	NORTH METRO TREE SERVICE INC. TREE TRIMMING 101-45200-40311	11/14/2023 JSHOOK		1,925.00	1,925.00	Open	N 11/20/2023
		CONTRACT		1,925.00			
231051 00033790	OPUS 21 OCTOBER SERVICES 601-49440-40382 602-49490-40382	11/10/2023 DMULVIHILL		3,059.74	3,059.74	Open	N 11/20/2023
		UTILITY BILLING		1,529.87			
		UTILITY BILLING		1,529.87			
219508 00033777	PAUSTIS WINE COMPANY WINE 609-49751-40206 609-49751-40251	11/13/2023 CBUSKEY		366.50	366.50	Open	N 11/13/2023
		FREIGHT		7.50			
		LIQUOR		359.00			

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6687642 00033752	PHILLIPS WINE & SPIRITS CO. LIQUOR 609-49751-40206 609-49751-40251	11/09/2023 CBUSKEY		839.77	839.77	Open	N 11/09/2023
		FREIGHT		10.92			
		LIQUOR		828.85			
6687644 00033753	PHILLIPS WINE & SPIRITS CO. MISC 609-49751-40206 609-49751-40254	11/09/2023 CBUSKEY		52.10	52.10	Open	N 11/09/2023
		FREIGHT		1.82			
		MISCELLANEOUS MERCHANDISE		50.28			
6687643 00033754	PHILLIPS WINE & SPIRITS CO. WINE 609-49751-40206 609-49751-40253	11/09/2023 CBUSKEY		1,362.04	1,362.04	Open	N 11/09/2023
		FREIGHT		40.04			
		WINE		1,322.00			
.11032023 00033626	RAMSEY CORY REFUND ESCROW 803-00000-22000	11/03/2023 DMULVIHILL		6,000.00	6,000.00	open	N 11/20/2023
		DEPOSITS		6,000.00			
2012659642 00033778	RED BULL DISTRIBUTION CO INC. MISC 609-49751-40254	11/14/2023 CBUSKEY		180.70	180.70	Open	N 11/14/2023
		MISCELLANEOUS MERCHANDISE		180.70			
B011163 00033758	RMB ENVIRONMENTAL LABORATORIES, INC WEEKS 2-4 COOLER 1 602-49490-40313	11/09/2023 DMULVIHILL		214.53	214.53	Open	N 11/20/2023
		SAMPLE TESTING		214.53			
5579 00033761	ROYAL SUPPLY, INC BATH TISSUE 101-41940-40210 101-42110-40217 101-43100-40217 101-45200-40217 601-49440-40217 602-49490-40217	11/09/2023 DMULVIHILL		116.00	116.00	Open	N 11/20/2023
		OPERATING SUPPLIES		19.33			
		OTHER OPERATING SUPPLIES		19.33			
		OTHER OPERATING SUPPLIES		19.33			
		OTHER OPERATING SUPPLIES		19.33			
		OTHER OPERATING SUPPLIES		19.33			
		OTHER OPERATING SUPPLIES		19.35			

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5104272 00033632	SOUTHERN GLAZERS OF MN WINE 609-49751-40206 609-49751-40253	10/31/2023 CBUSKEY		137.60	137.60	Open	N 10/31/2023
		FREIGHT		1.60			
		WINE		136.00			
2410604 00033755	SOUTHERN GLAZERS OF MN WINE 609-49751-40206 609-49751-40253	11/09/2023 CBUSKEY		488.96	488.96	Open	N 11/09/2023
		FREIGHT		8.96			
		WINE		480.00			
2410603 00033756	SOUTHERN GLAZERS OF MN LIQUOR 609-49751-40206 609-49751-40251	11/09/2023 CBUSKEY		2,638.53	2,638.53	Open	N 11/09/2023
		FREIGHT		30.93			
		LIQUOR		2,607.60			
I1664028 00033736	STREICHER UNIFORMS-CHANTHAPANYA 101-42110-40437	11/06/2023 DMULVIHILL		45.99	45.99	Open	N 11/20/2023
		UNIFORMS		45.99			
10148210 00033749	THE BERNICK COMPANIES BEER 609-49751-40252	11/09/2023 CBUSKEY		927.35	927.35	Open	N 11/09/2023
		BEER		927.35			
TCOINV06987 00033780	TWIN CITIES ORTHOPEDICS, P.A. PRESENTATION 101-42110-40208	07/31/2023 DMULVIHILL		675.00	675.00	Open	N 11/20/2023
		TRAINING		675.00			
INV00178817 00033617	USABLUBOOK SADDLE 601-49440-40217	10/27/2023 DMULVIHILL		145.84	145.84	Open	N 11/20/2023
		OTHER OPERATING SUPPLIES		145.84			
SCN011901 00033618	USABLUBOOK CREDIT ON FILLERS 602-49490-40235	10/23/2023 DMULVIHILL		(54.12)	(54.12)	Open	N 11/20/2023
		LAB SUPPLIES		(54.12)			

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Agenda Item # 40.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
592276 00033619	UTILITY SERVICE CO., INC. TOWER MAINTENACE QUARTERLY 601-49440-40234	11/01/2023 DMULVIHILL WATER TOWER MAINTENANCE		10,468.32 10,468.32	10,468.32	Open	N 11/20/2023

# of Invoices:	70	# Due: 70	Totals:	181,361.12	181,361.12
# of Credit Memos:	9	# Due: 9	Totals:	(841.16)	(841.16)
Net of Invoices and Credit Memos:				180,519.96	180,519.96

--- TOTALS BY FUND ---

101 GENERAL FUND	51,830.71	51,830.71
402 CAPITAL EQUIPMENT FUND	1,214.20	1,214.20
405 STREET IMPROVEMENT FUND	250.00	250.00
601 WATER FUND	20,025.95	20,025.95
602 SEWER FUND	11,749.92	11,749.92
609 LIQUOR FUND	85,501.18	85,501.18
803 ESCROW	6,000.00	6,000.00

--- TOTALS BY DEPT/ACTIVITY ---

00000 UNASSIGNED	6,000.00	6,000.00
41110 CITY COUNCIL	632.53	632.53
41400 ADMINISTRATION	4,574.01	4,574.01
41410 ELECTIONS	22.05	22.05
41500 FINANCE	511.57	511.57
41600 LEGAL	8,635.26	8,635.26
41910 COMMUNITY DEVELOPMENT	1,279.89	1,279.89
41940 GOVERNMENT BUILDINGS	782.28	782.28
42110 POLICE	16,379.92	16,379.92
42210 FIRE	3,671.36	3,671.36
42400 BUILDING INSPECTIONS	1,091.66	1,091.66
43100 STREETS	6,762.69	6,762.69
43210 RECYCLING	174.09	174.09
45000 COMMUNITY CENTER	4.41	4.41
45200 PARKS	8,759.96	8,759.96
49200 UNALLOCATED	13.23	13.23
49440 ADMINISTRATION	20,025.95	20,025.95
49490 ADMINISTRATION	11,749.92	11,749.92
49750 LIQUOR STORE	5,880.85	5,880.85
49751 MERCHANDISE PURCHASES	79,620.33	79,620.33

CHECK DISBURSEMENT REPORT FOR CITY OF ST. FRANCIS

CHECK DATE 10/01/2023 - 10/31/2023

Agenda Item # 40.

- CHECK TYPE: EFT - CHECK SOURCE: COMPUTER GENERATED CHECKS

Check Date	Bank Account	Check #	Invoice	Payee	Description	GL Number	Amount
10/12/2023	GNCKG	3036(E)	REMIT	EFTPS	Remittance	101-00000-21701	10,416.42
			REMIT		Remittance	101-00000-21703	4,411.85
			REMIT		Remittance	101-00000-21703	4,411.85
			REMIT		Remittance	101-00000-21709	1,656.24
			REMIT		Remittance	101-00000-21709	1,656.24
							22,552.60
10/12/2023	GNCKG	3037(E)	REMIT	ICMA	Remittance	101-00000-21710	319.17
10/12/2023	GNCKG	3038(E)	REMIT	MN DEPARTMENT OF REVENUE	Remittance	101-00000-21716	250.00
10/12/2023	GNCKG	3039(E)	REMIT	PERA	Remittance	101-00000-21704	4,806.00
			REMIT		Remittance	101-00000-21704	5,187.91
			REMIT		Remittance	101-00000-21704	5,545.40
			REMIT		Remittance	101-00000-21704	7,781.85
							23,321.16
10/12/2023	GNCKG	3040(E)	REMIT	RHS HEALTHCARE SAVINGS RHS HEALTHCARE SAVINGS	Remittance	101-00000-21714	600.01
10/12/2023	GNCKG	3041(E)	REMIT	STATE	Remittance	101-00000-21702	4,853.56
10/12/2023	GNCKG	3042(E)	REMIT	VOYA	Remittance	101-00000-21710	1,175.00
			REMIT		Remittance	101-00000-21710	875.00
							2,050.00
10/10/2023	GNCKG	3043(E)	9646112T067	ACE SOLID WASTE, INC.	GARBAGE DISPOSAL	101-42110-40384	206.47
			9646112T067		GARBAGE DISPOSAL	101-43100-40384	272.99
			9646112T067		GARBAGE DISPOSAL	101-43210-40384	210.30
			9646112T067		GARBAGE DISPOSAL	101-45200-40384	273.00
			9646112T067		GARBAGE DISPOSAL	601-49440-40384	147.69
			9646112T067		GARBAGE DISPOSAL	602-49490-40384	147.69
			9646112T067		GARBAGE DISPOSAL	609-49750-40384	301.08
							1,559.22
10/10/2023	GNCKG	3044(E)	65197D82E6	CITY HIVE	CREDIT CARD	609-49751-40207	53.35
10/10/2023	GNCKG	3045(E)	CNS0001351096	DELTA DENTAL DELTA DENTAL	DENTAL INSURANCE	101-00000-21711	1,748.74
10/10/2023	GNCKG	3046(E)	567171547443	HEALTH PARTNERS	HEALTH PREMIUM	101-00000-21708	29,591.87
10/10/2023	GNCKG	3047(E)	.09302023	INVOICE CLOUD	MISCELLANEOUS	101-41940-40441	2.85
			.09302023		STORM WATER MANAGEMENT	603-49490-40418	0.95
			.09302023		BANK FEES	601-49440-40430	538.20
			.09302023		BANK FEES	602-49490-40430	538.20
							1,080.20
10/10/2023	GNCKG	3048(E)	BENIES4338-1173078	NEW BENEFITS (FRESH BENIES)	EMPLOYER PAID INSURANCE	101-41400-40130	29.97
			BENIES4338-1173078		EMPLOYER PAID INSURANCE	101-41500-40130	9.99
			BENIES4338-1173078		EMPLOYER PAID INSURANCE	101-41910-40130	29.97
			BENIES4338-1173078		EMPLOYER PAID INSURANCE	101-42400-40130	9.99
			BENIES4338-1173078		EMPLOYER PAID INSURANCE	101-43100-40130	19.98
			BENIES4338-1173078		EMPLOYER PAID INSURANCE	101-42110-40130	59.94
			BENIES4338-1173078		EMPLOYER PAID INSURANCE	101-42210-40130	9.99
			BENIES4338-1173078		EMPLOYER PAID INSURANCE	609-49750-40130	10.98

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Check Date	Bank Account	Check #	Invoice	Payee	Description	GL Number	Amount
			BENIES4338-1173078		EMPLOYER PAID INSURANCE	101-45200-40130	9.99
							199.80
10/10/2023	GNCKG	3049(E)	.09302023 .09012023	SPOT ON-LIQUOR CC	CREDIT CARD CREDIT CARD	609-49751-40207 609-49751-40207	5,033.83 25.00
							5,058.83
10/10/2023	GNCKG	3050(E)	.10012023 .10012023 .10012023 .10012023 .10012023 .10012023 .10012023 .10012023 .10012023 .10012023 .10012023 .10012023 .10012023 .10012023	SUN LIFE FINANCIAL	OCTOBER INSURANCE OCTOBER INSURANCE OCTOBER INSURANCE OCTOBER INSURANCE OCTOBER INSURANCE OCTOBER INSURANCE OCTOBER INSURANCE OCTOBER INSURANCE OCTOBER INSURANCE OCTOBER INSURANCE OCTOBER INSURANCE OCTOBER INSURANCE OCTOBER INSURANCE OCTOBER INSURANCE	101-41400-40130 101-41500-40130 101-41910-40130 101-42110-40130 101-42210-40130 101-42400-40130 101-43100-40130 101-43210-40130 101-45200-40130 601-49440-40130 602-49490-40130 609-49750-40130	226.91 148.58 154.00 789.37 81.67 78.91 247.45 54.98 247.45 110.60 110.60 31.95
							2,282.47
10/10/2023	GNCKG	3051(E)	.10012023 .10012023 .10012023 .10012023 .10012023 .10012023	U S BANK EQUIPMENT FINANCE	COPIER LEASE COPIER LEASE COPIER LEASE COPIER LEASE COPIER LEASE COPIER LEASE	101-41400-40240 101-43100-40240 101-43210-40240 101-45200-40240 601-49440-40240 602-49490-40240	421.98 421.98 421.98 421.98 421.98 421.98
							2,531.86
10/10/2023	GNCKG	3052(E)	91920741 91920741 91920741 91920741 91920741 91920741 91920741 91920741	WEX CARD	MOTOR FUELS MOTOR FUELS MOTOR FUELS MOTOR FUELS MOTOR FUELS MOTOR FUELS MOTOR FUELS MOTOR FUELS	101-42400-40212 101-42210-40212 101-42210-40212 101-43100-40212 101-43100-40212 601-49440-40212 602-49490-40212 101-00000-36200	119.53 483.39 4,051.84 244.66 244.67 246.24 246.25 (16.45)
							5,620.13
10/17/2023	GNCKG	3053(E)	REMIT	AZ DEPARTMENT OF ECONOMIC SECURITY	Remittance	101-00000-21716	158.00
10/17/2023	GNCKG	3054(E)	REMIT REMIT REMIT REMIT REMIT	EFTPS	Remittance Remittance Remittance Remittance Remittance	101-00000-21701 101-00000-21703 101-00000-21703 101-00000-21709 101-00000-21709	322.94 632.90 632.90 176.18 176.18
							1,941.10
10/17/2023	GNCKG	3055(E)	REMIT	MN DEPARTMENT OF REVENUE	Remittance	101-00000-21716	240.11
10/17/2023	GNCKG	3056(E)	REMIT REMIT REMIT REMIT	PERA	Remittance Remittance Remittance Remittance	101-00000-21704 101-00000-21704 101-00000-21704 101-00000-21704	182.56 273.84 20.00 20.00



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Agenda Item # 40.

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Check Date	Bank Account	Check #	Invoice	Payee	Description	GL Number	Amount
							496.40
10/17/2023	GNCKG	3057(E)	REMIT	STATE	Remittance	101-00000-21702	58.48
10/12/2023	GNCKG	3058(E)	REMIT	EFTPS	Remittance	101-00000-21701	12.31
			REMIT		Remittance	101-00000-21703	40.30
			REMIT		Remittance	101-00000-21703	40.30
			REMIT		Remittance	101-00000-21709	28.27
			REMIT		Remittance	101-00000-21709	28.27
							149.45
10/11/2023	GNCKG	3059(E)	71296611005737	COLONIAL INS.	COLONIAL INSURANCE	101-00000-21712	396.46
10/11/2023	GNCKG	3062(E)	.10112023	CINTAS	RUG MAINTENANCE	601-49440-40311	23.04
			.10112023		CONTRACT	101-41940-40219	15.36
			.10112023		RUG MAINTENANCE	609-49750-40219	52.56
			.10112023		UNIFORMS & PPE	601-49440-40417	18.62
			.10112023		UNIFORMS & PPE	602-49490-40417	18.62
			.10112023		JANITORIAL SERVICE	101-45200-40402	6.49
			.10112023		JANITORIAL SERVICE	101-43100-40402	6.49
			.10112023		JANITORIAL SERVICE	101-42110-40402	25.94
			.10112023		JANITORIAL SERVICE	601-49440-40402	6.49
			.10112023		JANITORIAL SERVICE	602-49490-40402	6.47
							180.08
10/16/2023	GNCKG	3063(E)	.10012023	DRIVER & VEHICLE SERVICES	VEHICLE MAINTENANCE	101-42210-40221	204.25
10/17/2023	GNCKG	3064(E)	.09252023	ALERUS	FLEX ACCOUNT	101-00000-21706	20.91
10/17/2023	GNCKG	3065(E)	2844042	CAYAN	TRANSACTION FEE AND MONTHLY	609-49751-40207	938.26
10/18/2023	GNCKG	3066(E)	.10182023	CONNEXUS ENERGY	ELECTRIC UTILITIES	101-41940-40381	615.08
			.10182023		ELECTRIC UTILITIES	101-42110-40381	738.06
			.10182023		ELECTRIC UTILITIES	101-43100-40381	180.58
			.10182023		ELECTRIC UTILITIES	101-45200-40381	490.90
			.10182023		ELECTRIC-SYSTEM	601-49440-40380	6,038.12
			.10182023		ELECTRIC UTILITIES	601-49440-40381	180.58
			.10182023		ELECTRIC UTILITIES	602-49490-40381	12,610.68
			.10182023		ELECTRIC UTILITIES	609-49750-40381	1,240.19
			.10182023		STREET LIGHTING	101-43100-40386	2,508.76
							24,602.95
10/20/2023	GNCKG	3067(E)	.10202023	MN DEPT OF REVENUE-SALES TAX	SALES TAX PAYABLE	609-00000-20810	25,615.00
			.10202023		SALES TAX PAYABLE	601-00000-20810	868.00
							26,483.00
10/10/2023	GNCKG	3068(E)	2401339324000313619	VILLAGE BANK	TURF/FERTILIZER/WEED CONTROL	602-49490-40419	207.98
			2413746324110045462		BUILDINGS MAINTENANCE	602-49490-40401	74.07
			2432743324033270000		BUILDINGS MAINTENANCE	602-49490-40401	11.81
			2443105324183800280		EQUIPMENT MAINTENANCE	101-43100-40218	41.51
			2471705324817248703		PROJECT MAINTENANCE	602-49490-40229	1,006.13
			2442733324872021427		MOTOR FUELS	602-49490-40212	125.00
			2442733325572021403		MOTOR FUELS	602-49490-40212	16.19
			2494301324601019627		PROJECT MAINTENANCE	602-49490-40229	36.37
			2413746325700136267		SAMPLE TESTING	601-49440-40313	10.20

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Check Date	Bank Account	Check #	Invoice	Payee	Description	GL Number	Amount
			2469216325710821124		PROJECT MAINTENANCE	602-49490-40229	157.99
			2469216325710821124		PROJECT MAINTENANCE	601-49440-40229	158.00
			2469216326510459879		OFFICE SUPPLIES	101-41400-40200	223.74
			2469216326410352326		OFFICE SUPPLIES	101-41400-40200	46.76
			2469216326810650551		OFFICE SUPPLIES	101-41400-40200	129.83
			2480197325569090755		TRAINING	101-41400-40208	30.00
			7460905324800000919		DUES AND SUBSCRIPTIONS	101-41400-40433	2.99
			2469216325810874100		OFFICE EQUIP	101-41400-40240	427.00
			2469216325810879025		OFFICE EQUIP	101-41400-40240	75.00
			2424760325850069196		OFFICE SUPPLIES	101-42110-40200	241.09
			2444500325530056124		RECYCLING DAYS	101-43210-40439	10.98
			2469216323810554955		EVENTS	101-45200-40319	76.03
			2469216323910695372		EVENTS	101-45200-40319	7.49
			2449215324974339928		DUES AND SUBSCRIPTIONS	101-43210-40433	3.99
			2413746324630076967		EVENTS	101-45200-40319	42.64
			2413746326500139814		POSTAGE	602-49490-40322	8.56
			2469216326010020461		OFFICE SUPPLIES	101-41400-40200	67.97
			2405523326281243214		TELEPHONE	101-42210-40321	439.72
			2405523326281242910		TELEPHONE	101-41400-40321	114.69
			2405523326281242929		TELEPHONE	101-43100-40321	76.46
			2469216323910627127		ADVERTISING	609-49750-40340	89.50
			2449215324902770576		TELEPHONE	609-49750-40321	52.74
			2469216326510418291		POSTAGE	101-41400-40322	19.99
			2469216325810861011		TELEPHONE	101-42110-40321	400.12
			2469216325810861011		TELEPHONE	602-49490-40321	160.04
			2469216325810861011		TELEPHONE	601-49440-40321	182.77
			2449216325500004226		TRAVEL EXPENSES	101-42210-40331	425.82
			2444500326450042941		MISCELLANEOUS	101-42210-40441	25.39
			2480197325569090755		TRAINING	101-42210-40208	100.00
			2422899324901801300		TRAINING	101-42210-40208	341.25
			2420785324916140153		TRAINING	101-42210-40208	350.00
			2413746324910043362		OFFICE SUPPLIES	101-42210-40200	166.76
			2480197324969076602		TRAINING	101-41910-40208	227.00
			2401134324200003641		TRAINING	101-41910-40208	434.13
			2444500326630056549		MOTOR FUELS	101-42110-40212	92.04
			2410085325590074826		EQUIPMENT MAINTENANCE	101-43100-40218	2,406.74
			2410085325590074826		EQUIPMENT MAINTENANCE	101-43100-40218	1,902.51
			2410085325590074826		EQUIPMENT MAINTENANCE	602-49490-40228	1,546.80
			2410085325590074826		VEHICLE MAINTENANCE	101-45200-40221	346.61
			2469216326710605738		VEHICLE MAINTENANCE	602-49490-40221	203.97
			2443106324708331086		MISCELLANEOUS	602-49490-40441	20.30
			2443106324708373607		MISCELLANEOUS	602-49490-40441	43.36
			2469216325810871904		MISCELLANEOUS	602-49490-40441	18.20
			2443106326108375468		EQUIPMENT MAINTENANCE	101-43100-40218	299.63
			2443106326408375677		SIDEWALK MAINTENANCE	101-43100-40410	148.89
			2469216326710604681		MISCELLANEOUS	602-49490-40441	63.62
			2469216324310980079		OTHER OPERATING SUPPLIES	602-49490-40217	61.98
			2469216324310955128		SIDEWALK MAINTENANCE	101-43100-40410	278.48
			2469216324310985917		MISCELLANEOUS	602-49490-40441	64.17
			2469216324310990335		OTHER OPERATING SUPPLIES	602-49490-40217	24.63
			2469216324910188967		MISCELLANEOUS	602-49490-40441	51.39

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			2469216324710294735		BUILDINGS MAINTENANCE	602-49490-40401	148.51
			2469216324910119827		OTHER OPERATING SUPPLIES	602-49490-40217	36.23
			2469216324710291329		VEHICLE MAINTENANCE	602-49490-40221	14.45
			2469216325010221341		MISCELLANEOUS	101-45200-40441	12.84
			2469216325410597863		LAB SUPPLIES	602-49490-40235	17.13
			2469216325210406710		MISCELLANEOUS	602-49490-40441	74.98
			2469216325410581336		OFFICE EQUIP	601-49440-40240	80.34
			2469216325410581336		OFFICE EQUIP	602-49490-40240	80.34
			2469216326110090648		OFFICE EQUIP	101-43100-40240	77.12
			2469216325910917946		MISCELLANEOUS	602-49490-40441	79.09
			2469216326310262631		BUILDINGS MAINTENANCE	101-45200-40401	64.26
			2469216326210217196		BUILDINGS MAINTENANCE	101-43210-40401	16.56
			2469216325710821126		OFFICE EQUIP	601-49440-40240	107.11
			2469216325710821126		OFFICE EQUIP	602-49490-40240	107.12
			2469216326010063350		BUILDINGS MAINTENANCE	101-42210-40401	40.57
			2469216326210212645		BUILDINGS MAINTENANCE	101-43100-40401	30.79
			2469216326210212645		BUILDINGS MAINTENANCE	101-45200-40401	30.79
			2469216326210212645		BUILDINGS MAINTENANCE	601-49440-40401	30.79
			2469216326210212645		BUILDINGS MAINTENANCE	602-49490-40401	30.80
			2412157326400026320		EQUIPMENT MAINTENANCE	101-43100-40218	270.40
			2423168325908313340		SMALL EQUIPMENT	602-49490-40237	414.43
			2423168326008313340		SMALL EQUIPMENT	602-49490-40237	42.84
			2423168326208313340		SMALL EQUIPMENT	602-49490-40237	26.77
			2479338326500020094		MISCELLANEOUS	208-42110-40441	581.79
			2443106324120723320		MISCELLANEOUS	208-42110-40441	966.38
			2443106324120723320		MISCELLANEOUS	208-42110-40441	312.79
			2449216325100000548		MISCELLANEOUS	208-42110-40441	44.99
			2442733324273026417		ECONOMIC DEVELOPMENT	101-41910-40318	3.99
			2413746324900140455		POSTAGE	101-41910-40322	8.80
			2413746325800138129		POSTAGE	101-41910-40322	8.56
			2469216324610240264		OFFICE SUPPLIES	101-41400-40200	21.98
			2439900326129500206		OFFICE SUPPLIES	101-41400-40200	128.53
			2474400326590001055		DUES AND SUBSCRIPTIONS	101-41400-40433	2.67
			2413746324300131586		POSTAGE	101-41400-40322	9.49
			2401134326600004955		DUES AND SUBSCRIPTIONS	101-41400-40433	17.13
			2469216324310967772		OPERATING SUPPLIES	609-49750-40210	37.41
			2469216324410024016		OPERATING SUPPLIES	609-49750-40210	90.94
			2449215325874302402		ADVERTISING	609-49750-40340	74.99
			2443106326108374862		OFFICE SUPPLIES	101-42110-40200	29.98
			2469216325810879980		OFFICE SUPPLIES	101-42110-40200	48.24
			2449215324471355770		COMMUNITY EDUCATION	101-42110-40308	68.09
			2469216324510130586		POSTAGE	101-42110-40322	19.99
			7422899325301801321		TRAINING	101-42210-40208	(78.75)
			7424760326350080664		OFFICE SUPPLIES	101-42110-40200	(15.51)
			7469216325110326835		OFFICE SUPPLIES	101-41400-40200	(21.98)
			.10102023	AMAZON.COM	OFFICE EQUIP	101-41500-40240	(77.12)
							18,536.66
10/26/2023	GNCKG	3071(E)	REMIT	EFTPS	Remittance	101-00000-21701	10,735.91
			REMIT		Remittance	101-00000-21703	4,496.52
			REMIT		Remittance	101-00000-21703	4,496.52
			REMIT		Remittance	101-00000-21709	1,

CHECK DISBURSEMENT REPORT FOR CITY OF ST. FRANCIS

CHECK DATE 10/01/2023 - 10/31/2023

Agenda Item # 40.

- CHECK TYPE: EFT - CHECK SOURCE: COMPUTER GENERATED CHECKS

Check Date	Bank Account	Check #	Invoice	Payee	Description	GL Number	Amount
			REMIT		Remittance	101-00000-21709	1,688.83
							<u>23,106.61</u>
10/26/2023	GNCKG	3072(E)	REMIT	ICMA	Remittance	101-00000-21710	319.17
10/26/2023	GNCKG	3073(E)	REMIT	MN DEPARTMENT OF REVENUE	Remittance	101-00000-21716	250.00
10/26/2023	GNCKG	3074(E)	REMIT	PERA	Remittance	101-00000-21704	4,842.09
			REMIT		Remittance	101-00000-21704	5,146.77
			REMIT		Remittance	101-00000-21704	5,587.03
			REMIT		Remittance	101-00000-21704	7,720.15
							<u>23,296.04</u>
10/26/2023	GNCKG	3075(E)	REMIT	RHS HEALTHCARE SAVINGS RHS HEALTHCARE SAVINGS	Remittance	101-00000-21714	594.07
10/26/2023	GNCKG	3076(E)	REMIT	STATE	Remittance	101-00000-21702	5,012.47
10/26/2023	GNCKG	3077(E)	REMIT	VOYA	Remittance	101-00000-21710	1,175.00
			REMIT		Remittance	101-00000-21710	875.00
							<u>2,050.00</u>
10/24/2023	GNCKG	3078(E)	.10202023	ALERUS	FLEX ACCOUNT	101-00000-21706	474.21
10/27/2023	GNCKG	3079(E)	88598	ALERUS	AUDITING AND ACCTG SERVICES	101-41540-40301	50.00
10/27/2023	GNCKG	3080(E)	.10172023	CENTERPOINT ENERGY	GAS UTILITIES	101-41940-40383	66.62
			.10172023		GAS UTILITIES	101-42110-40383	309.09
			.10172023		GAS UTILITIES	101-43100-40383	77.27
			.10172023		GAS UTILITIES	101-45200-40383	103.27
			.10172023		GAS UTILITIES	601-49440-40383	326.13
			.10172023		GAS UTILITIES	602-49490-40383	354.98
			.10172023		GAS UTILITIES	609-49750-40383	77.60
							<u>1,314.96</u>
10/30/2023	GNCKG	3081(E)	.10302023	MN DEPT OF COMMERCE	DEFERRED REVENUES	601-00000-22200	147.56
			.10302023		DEPOSITS	803-00000-22000	250.00
			.10302023		DEPOSITS	803-00000-22000	9,900.00
			.10302023		MISCELLANEOUS	601-49440-40441	1.00
							<u>10,298.56</u>
10/31/2023	GNCKG	3082(E)	4206008	EMPLOYEE BENEFITS CORPORATION	COMPLIANCE SERVICES 09/01/20	101-41400-40311	300.00
10/31/2023	GNCKG	3083(E)	.10252023	ALERUS	FLEX ACCOUNT	101-00000-21706	185.77
10/31/2023	GNCKG	3084(E)	.10312023	VILLAGE BANK	BANK FEES	101-41500-40430	56.16
			.10312023		BANK FEES	601-49440-40430	56.16
			.10312023		BANK FEES	602-49490-40430	56.16
			.10312023		BANK FEES	609-49750-40430	56.17
							<u>224.65</u>
Report Total:							<u>245,555.59</u>



# CITY COUNCIL AGENDA REPORT

**TO:** St. Francis City Council  
**FROM:** Beth Richmond, Planner  
**SUBJECT:** AutoZone Rezoning – 2<sup>nd</sup> Reading  
**DATE:** November 20, 2023

**OVERVIEW:**

The City received several land use applications associated with the development of a 6,815 SF standalone retail store along Hwy 47 north of the Bottle Shop, with access off of Aztec St NW. These requests included a Comprehensive Plan amendment, rezoning, site plan, and easement vacation. The Council reviewed these requests at their September 18, 2023 meeting and approved the Comprehensive Plan amendment, site plan, and easement vacation, along with the 1<sup>st</sup> Reading of Ordinance 322 to rezone the property from BPK to B-2. The Comprehensive Plan amendment was then sent to the Metropolitan Council for final approval, which was granted on October 10, 2023.

**ACTION TO BE CONSIDERED:**

Because Council approved the 1<sup>st</sup> reading of Ordinance 322 at the September 18, 2023 meeting, Staff has prepared a 2<sup>nd</sup> reading of the Ordinance and a resolution allowing for publication by summary for Council’s review. The following timeline will apply:

- September 18<sup>th</sup> – 1<sup>st</sup> Reading
- November 20<sup>th</sup> – 2<sup>nd</sup> Reading
- November 24<sup>th</sup> – Published for Comment
- December 24<sup>th</sup> – Effective

**Suggested Motions:**

1. Move to approve the 2<sup>nd</sup> Reading of Ordinance 322 rezoning Lot 1 Block 1 Crown 2<sup>nd</sup> Addition from BPK Business Park to B-2 General Business as presented by Staff.
2. Move to approve Resolution 2023-65 allowing publication of Ordinance 322 by summary.

**ATTACHMENTS:**

- Draft Ordinance 322 – 2<sup>nd</sup> Reading
- Draft Resolution 2023-65 for Summary Publication

**ORDINANCE NO. 322, SECOND SERIES**

**CITY OF ST. FRANCIS  
ANOKA COUNTY**

**AN ORDINANCE APPROVING REZONING OF LOT 1 BLOCK 1 CROWN 2<sup>ND</sup>  
ADDITION FROM BPK TO B-2 – 2<sup>ND</sup> READING**

**WHEREAS**, the applicant, AutoZone, Inc., applied for a rezoning on July 10, 2023 for the property legally described in Exhibit A; and

**WHEREAS**, on August 16, 2023, after published and mailed notice in accordance with Minnesota Statutes and the City Code, the Planning Commission held a public hearing, at which time all persons desiring to be heard concerning this application were given the opportunity to speak thereon; and

**WHEREAS**, on August 16, 2023, at an official public hearing, the Planning Commission considered the applicant’s submission, the contents of the staff report, public testimony, and other evidence available to the Commission; and made recommendations for consideration by the City Council; and

**WHEREAS**, on September 18, 2023 and November 20, 2023, the City Council has considered the proposed project and found that the project will not negatively impact the public health, safety, or welfare; and

**WHEREAS**, the rezoning to B-2 is consistent with the Comprehensive Plan designation for the site as amended.

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

**Section 1.** The property legally described in Exhibit A is hereby rezoned from the BPK Business Park District to the B-2 General Business District.

**Section 2.** The Zoning Map of the City of St. Francis referred to and described in Section 10-14-03 of the St. Francis City Code shall not be republished to show the aforesaid rezoning, but the Zoning Administrator or designee shall appropriately mark the Zoning Map on file in the City Clerk's office for the purpose of indicating the rezoning provided for in this ordinance and all of the notations, references, and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

**Section 3.** This Ordinance shall take effect and be enforced from and after its passage and publication according to law.

Approved and adopted by the City Council this 20<sup>th</sup> day of November, 2023.

SEAL

BY: \_\_\_\_\_  
Joseph Muehlbauer, Mayor

\_\_\_\_\_  
Attest: Jennifer Wida, City Clerk

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

**EXHIBIT A**

**Legal Description**

*Lot 1, Block 1, Crown 2nd Addition, Anoka County, Minnesota, except Parcel 14, Minnesota Department of Transportation Right-of-Way Plat Numbered 02-29*



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

**RESOLUTION 2023-65**

**A RESOLUTION AUTHORIZING THE SUMMARY PUBLICATION OF ORDINANCE  
322, SECOND SERIES REZONING LOT 1 BLOCK 1 CROWN 2<sup>ND</sup> ADDITION FROM  
BPK to B-2 – 2<sup>ND</sup> 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 322, 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 322 Second Series is approved for publication:

**CITY OF ST. FRANCIS, MINNESOTA  
ORDINANCE 322, SECOND SERIES**

Section 1. Ordinance 322, as adopted, rezones the property known as Lot 1 Block 1 Crown 2<sup>nd</sup> Addition from BPK to B-2.

Section 2. The full ordinance will be in effect 30 days from this summary publication.

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

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 20<sup>TH</sup>  
DAY OF NOVEMBER, 2023.**

**APPROVED:**

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

Attest:

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

*Published in the Anoka County Union Herald the \_\_\_ day of November, 2023.*

DRAFTED BY:

**HKGi**

800 Washington Ave. N., Suite 103

Minneapolis, MN 55401



## CITY COUNCIL AGENDA REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Colette Baumgardner, Community Development Director  
**SUBJECT:** Special Assessment for 23462 University Ave NW  
**DATE:** November 20, 2023

### **OVERVIEW**

In June 2023, significant code violations were reported to code enforcement at 23462 University Ave NW. Staff has since issued citations against the property and made multiple attempts to contact the property owner via mail, phone calls, and a site visit. As of October 2023, the citations against the property totaled \$9,000. These fees were proposed as a special assessment to the City Council at the meeting on November 6, 2023. The property owner mailed in an appeal ahead of the meeting and requested a reduction in fees at the meeting. On November 6<sup>th</sup>, City Council directed staff to meet with property owner to create a plan to clean up the property. Staff worked with owner to schedule a meeting for November 13, 2023 at City Hall.

### **Violation Summary**

On November 13<sup>th</sup>, staff met with the residents of the property to discuss a plan for cleaning up the property. Staff discussed the citations below with the result of each discussion below.

- Violation: Parking on unapproved surface, City Code: 10-68-20.
  - Result: Property is in violation of this code. Plan addresses violation.
- Violation: Refuse and junk, City Code: 8-2-1
  - Result: Property is in violation of this code. Plan addresses violation.
- Violation: Failure to Register Rental Property
  - Result: Owner claims that only one room is being used by someone other than him. The “tenant” is a neighbor who is in the process of remodeling their home and is staying at the 23462 University property on a very temporary basis.
- Violation: Using RV as Living Quarters
  - Result: Owner claims no RV is currently on the property, so no one is living in one.
- Violation: Business Use of Property
  - Result: Owner claims no business use of property. All cars on property are used to support hobby of demolition derby. The parts from vehicles are used in demo cars, and the parts vehicles have remained on property because there is space for storage.

The owner denied access for staff to perform a site visit, so owner statements cannot be verified. Additionally, the lack of site visit hinders staff's ability to know with confidence that the plan will be successful.

**Plan to Compliance**

Each week the owner will remove two trailers full of scrap/vehicles each week, which equals close around 10,000 lbs. The owner's trusted friend, Christie, will email a photo to designated staff, Jodie Steffes, each week by Sunday at midnight with at least four photos:

- 1. Load 1 – where the vehicle or scrap was located in the yard
- 2. Load 1 – a full trailer loaded/leaving the property.
- 3. Load 2 – where the vehicle or scrap was located in the yard
- 4. Load 2 – a full trailer loaded/leaving the property.

The photo submission will be for the previous week. For example, the photo submitted by November 26th will be for the week of November 20 – November 26. A full submission schedule is in the attachments.

If no photo is submitted, staff will contact Christie for an update and staff will send a letter to the property.

If no response by two weeks, staff will visit the property and knock on the door. Staff has been given permission to access the rear of the property – behind the no trespassing gate - to knock on the back door. The back door is used as the primary access to the home, and the door on the street side is not in use.



If no response by three weeks, citations will resume on the property and staff will prepare plans for abatement.

If there are multiple occurrences of no response and/or submission, staff will try to work with the owner to create an updated plan and represent to the City Council. If no plan can be formed, citations will resume.

The target date for compliance is Feb 14<sup>th</sup>. This will serve as checkpoint for substantial completion. The official compliance date will be June 3<sup>rd</sup> to allow for additional time due to weather and unexpected occurrences of illness and injury.

The owner understands that compliance on June 3<sup>rd</sup> means that there is no outdoor storage of junk or refuse, and all operable vehicles must be parked on an approved parking surface.

Staff feels that this plan is fair and anticipates that the time allowed is sufficient. It is challenging to fully understand the scope and if the plan will be successful without a site visit.

**Assessment**

The full assessed amount is \$9,000 or a total of \$1,800 per violation listed in the citations. Given that a plan has been established, staff believes it is reasonable to reduce the amount in the assessment. The owner claims that they did not receive any notices or citations prior to the assessment letter. The owner would like to see the assessment eliminated as he claims to have not received previous communications. Staff has provided a summarized list of attempted contacts in the attachments.

To date, the attorney’s office has spent approximately \$3,100 preparing for the abatement. Staff recommends this value at the minimum assessment. In total, staff recommends reducing the assessment to \$3,900. This covers the full attorney’s fees and some of the staff time to attempt to contact the property owner and working toward compliance.

- Violation: Parking on unapproved surface, City Code: 10-68-20.
    - o Full amount - \$1,800
  - Violation: Refuse and junk, City Code: 8-2-1
    - o Full amount - \$1,800
  - Violation: Failure to Register Rental Property
    - o Reduce to \$100 (first citation amount). Cannot verify compliance.
  - Violation: Using RV as Living Quarters
    - o Reduce to \$100 (first citation amount). Cannot verify compliance.
  - Violation: Business Use of Property
    - o Reduce to \$100 (first citation amount). Cannot verify compliance.
- New Total: \$3,900**

**ACTION TO BE CONSIDERED**

Determine the assessment amount for the property and approve code enforcement extension plan.

**ATTACHMENTS**

- Compliance Plan Photo Submission Deadlines
- Summary of Attempted Contacts Prior to November 6, 2023
- Resolution 2023-66 – Amending Special Assessment for 23462 University Ave
- Agreement for Limited Waiver of Trespass

# Compliance Plan Photo Submission Deadlines

Week of		Submission Due		
20-Nov-23	26-Nov-23	26-Nov-23	at 11:59 pm	
27-Nov-23	3-Dec-23	3-Dec-23	at 11:59 pm	
4-Dec-23	10-Dec-23	10-Dec-23	at 11:59 pm	
11-Dec-23	17-Dec-23	17-Dec-23	at 11:59 pm	
18-Dec-23	24-Dec-23	no submission for holiday		
25-Dec-23	31-Dec-23	no submission for holiday		
1-Jan-24	7-Jan-24	7-Jan-24	at 11:59 pm	
8-Jan-24	14-Jan-24	14-Jan-24	at 11:59 pm	
15-Jan-24	21-Jan-24	21-Jan-24	at 11:59 pm	
22-Jan-24	28-Jan-24	28-Jan-24	at 11:59 pm	
29-Jan-24	4-Feb-24	4-Feb-24	at 11:59 pm	
5-Feb-24	11-Feb-24	11-Feb-24	at 11:59 pm	
12-Feb-24	18-Feb-24	18-Feb-24	at 11:59 pm	Substantial Completion Date + Checkpoint
19-Feb-24	25-Feb-24	25-Feb-24	at 11:59 pm	
26-Feb-24	3-Mar-24	3-Mar-24	at 11:59 pm	
4-Mar-24	10-Mar-24	10-Mar-24	at 11:59 pm	
11-Mar-24	17-Mar-24	17-Mar-24	at 11:59 pm	
18-Mar-24	24-Mar-24	24-Mar-24	at 11:59 pm	
25-Mar-24	31-Mar-24	31-Mar-24	at 11:59 pm	
1-Apr-24	7-Apr-24	7-Apr-24	at 11:59 pm	
8-Apr-24	14-Apr-24	14-Apr-24	at 11:59 pm	
15-Apr-24	21-Apr-24	21-Apr-24	at 11:59 pm	
22-Apr-24	28-Apr-24	28-Apr-24	at 11:59 pm	
29-Apr-24	5-May-24	5-May-24	at 11:59 pm	
6-May-24	12-May-24	12-May-24	at 11:59 pm	
13-May-24	19-May-24	19-May-24	at 11:59 pm	
20-May-24	26-May-24	26-May-24	at 11:59 pm	
27-May-24	2-Jun-24	2-Jun-24	at 11:59 pm	Compliance Date - June 3

**Contact Summary**

A summary of attempted contacts prior to November 6 City Council meeting.

- 6/27/2023 – mailed notice to owner address and property
- 8/1/2023 – site visit to property, knocked on door and taped notice to front door
- 8/1/2023 – called number posted on property and left a voicemail
- 8/3/2023 – mailed citation #1 to owner address and property
- 8/15/2023 – mailed citation #2 to owner address and property
- 8/22/2023 – called number posted on property and left a voicemail
- 9/5/2023 – mailed citation #3 via certified mail to owner address and received confirmation of receipt
- 9/14/2023 – called number posted on property and left a voicemail
- 9/14/2023 – mailed citation #4 via certified mail to owner address
- 11/1/2023 – called number on appeal for assessment and left a voicemail (x2)
- 11/1/2023 – mailed a letter explaining the assessment
- 11/6/2023 – called number on appeal and left a voicemail
- 11/6/2023 – called number posted on property and received automated message that call could not be completed as dialed

For the property address, staff mailed to: 23462 University Ave NW, Bethel, MN 55005

For the owner address, staff mailed to: 17863 POTASSIUM ST NW, RAMSEY, MN 55303

Photo of Taping the Notice to the Door on 8/1/2023



Photo of Number on Property





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

**RESOLUTION 2023-66**

**A RESOLUTION AMENDING SPECIAL ASSESSMENT FOR  
23462 UNIVERSITY AVE**

**WHEREAS**, the City Council of the City of St. Francis approved Resolution 2023-63 authorizing and directing liens on select property in the City for violations of City Code; and

**WHEREAS**, after further discussion on the assessment for delinquent administrative citations at 23462 University Ave NW, the City Council moved to continue the assessment of this property pending more dialogue with the Property Owner; and

**WHEREAS**, the City Council reconsidered the administrative citations against the property on November 20, 2023; and

**WHEREAS**, the City Council and Property Owner have agreed to a plan to address the current conditions on the property regarding inoperable vehicles, junk and refuse on November 20, 2023; and

**WHEREAS**, the City Council finds that the property has had prolonged noncompliance with City Code, and a portion of the assessment is necessary to support City’s general health, safety, and welfare; and

WHEREAS, the City of St. Francis Code Section 2-11-3: E. 3(a) 2-11-3:  
ADMINISTRATIVE ENFORCEMENT OF CODE REGULATIONS – PROCEDURE  
E. PAYMENT AND PENALTY: 3. No Payment of Penalty and No Correction of  
Violation. If the owner fails to pay the administrative civil penalty but fails to correct the  
City Code violation, the City may do any of the following, or any combination thereof:

- a. Assess the administrative civil penalty against the property pursuant to Minnesota Statutes Chapter 429.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of St. Francis hereby certify to the County Auditor of the County of Anoka, State of Minnesota, the amounts thereof, the description of the premises served and the name of the owner thereof.:

PID	Parcel Address	Remaining	10%	Total
36-34-24-14-0004	23462 University Ave NW	\$3,900.00	\$390.00	\$4,290.00

Approved and adopted by the City Council of the City of St. Francis on the 20<sup>th</sup> day of November, 2023.

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

\_\_\_\_\_  
Attest: Jennifer Wida, City Clerk

\_\_\_\_\_  
Dated

**BINDING LETTER OF AGREEMENT OF PROPERTY OWNER  
FOR LIMITED WAIVER OF TRESPASS**

This Binding Letter of Agreement between the City of St. Francis and Trenton Trovik, Property Owner at:

23462 University Ave Ext NW

The Property Owner has met with St. Francis city staff and reviewed the Nuisance Abatement plan as outline in the City Council Agenda Report for the Property dated November 20, 2023. The Council Agenda Report is attached to this document and its terms are expressly made part of this Agreement.

Mr. Trovik hereby consents to the entry by the City of St. Francis, its agents and assigns, on the property described for the purposes of temporary access to travel past the gate located on his Property and knock on the backdoor of the house for the purposes of providing written notifications, as required, to the Property Owner.

If no response from the Property Owner, staff will leave written notification of their correspondence from the City at the same back door. The undersigned does hereby waive all rights to commence an action of trespass against the City of St. Francis because of said entry on the Property during normal business hours of Monday-Friday 8am to 4:30pm.

Dated this \_\_\_\_ day of November, 2023.

Agree to and Authorize by:

Trenton Trovik  
Printed Name

\_\_\_\_\_  
(Signature)

Attachment:  
City Council Action Agenda Report dated November 20, 2023



# CITY COUNCIL AGENDA REPORT

**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** Ordinance Update – Fee Schedule, Second Reading  
**DATE:** November 20, 2023

**OVERVIEW:**

Annually Staff reviews fees in place to consider if the structure is still necessary, if we are in alignment with surrounding communities and that we are covering our costs. Additionally, there are fees which are identified in State Statute and costs to cover consultants for building, engineering and planning. Proposed changes to the 2024 Fee Schedule structure include the following:

- **Potentially Dangerous and Dangerous Dog.** Create a fee to address the ongoing cost of administration and the Police Department for situations involving a dangerous dog. This is standard in cities to have this fee to assist in the staffing time to handle these situations.
- **Investigation.** Updated to cover cost
- **Finger Printing.** Updated to cover cost
- **Food Truck.** There have been conversations to the State level that cities are charging an unnecessary fee. The Trucks are required to register with the State and the County and the city level is excessive and duplicative. Staff proposes removing
- **Copies.** Updated to include Police Department documentation and increases charge of copying and postage
- **Micro Unit Inspection.** Fee created to meet new requirements for allowing micro units
- **Home Occupation (Permitted).** Removed to align with city code updates
- **Unsubsidized Access Charge.** Removing the out of city excess charges for future hook up to city water and sewer. Requested by Council member
- **Sewer Rates.** Per the work session on 11/11/2022, staff has increased the utility fees to address the increased cost of plant management, chemicals and piping needs.
- **Stormwater Fee.** Per the work session on 3/27/2023, staff has increased the stormwater fee by \$1.00 per month and included a late fee to address the nearly 1/3 of the properties that require multiple notices.
- **Water Rates.** Per the work session on 11/11/2022, staff has increased the utility fees to address the increased cost of plant management, chemicals and piping needs.

**TIMELINE:**

1<sup>st</sup> Reading: November 6, 2023

2<sup>nd</sup> Reading: November 20, 2023  
30-day public Comment: December 1, 2023 (delayed due to holiday)  
Effective: January 1, 2024

**ACTION TO BE CONSIDERED:**

Motion to approve Ordinance 324 – Amending City Code 2-9-1 Fee schedule as proposed

Attachments:

- Ordinance 324 Amending City Code 2-9-1 Fee Schedule
- Exhibit A – Fee Schedule

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

**ORDINANCE 324**

**AN ORDINANCE AMENDING SECTION 2-9-1 OF THE CITY CODE  
REGARDING THE FEE SCHEDULE**

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Amended. That all previously adopted versions of the fee schedule are deleted and Section 2-9-1, Second Series shall hereby be added to read as established in Exhibit A.

Section 2. Effective Date. This Ordinance shall take effect thirty days after publication or as noted in the amendment.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS  
THIS 20<sup>TH</sup> DAY OF NOVEMBER, 2023.

APPROVED:

\_\_\_\_\_  
Joseph Muehlbauer  
Mayor of St. Francis

ATTEST:

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

**2-9-1. Fee schedule.****ADMINISTRATIVE FEES**

ADMINISTRATIVE PENALTIES	
1 <sup>st</sup> Offense	\$100
2 <sup>nd</sup> Offense	\$200
3 <sup>rd</sup> Offense	\$500
4 <sup>th</sup> Offense	\$1,000
5 <sup>th</sup> Offense and beyond	\$2,000
Administrative Hearing Fee	\$750

ANIMAL FEES	
Administrative Fee	\$50/Day
Pick up Service Fee	
- 8 a.m. to 6 p.m.	\$60/Hour
- 6 p.m. to 8 a.m.	\$80/Hour
Boarding Fee	\$25/Day
Dog License	\$10/1-2 Year Vaccinations \$15/3 Year Vaccinations
<u>Potentially Dangerous Dog Registration</u>	<u>\$250/Year</u>
<u>Dangerous Dog Registrations</u>	<u>\$500/Year</u>
Kennel	
- Homebased	\$70/Year
- Commercial	\$90/Year
Chickens	\$120/One time

AMUSEMENT AND RECREATION	
Amusement Machine	\$15/Location + \$15/Machine
Dance	
- Annual	\$100/Year
- Per Event	\$10/Event

BUSINESS AND SERVICE LICENSES	
Investigation Fee	<del>\$5035</del>
Adult Entertainment Use	\$4,000/Year
Bed and Breakfast Use	\$100/Year
Sauna/Massage Parlors	\$2,000/Year
Fireworks	
- Retail/Tent	\$50/Occurrence
- Pyrotechnic Display	\$50/Occurrence
Pawnbroker	\$1,000/Year + \$1.25 per Transaction
Refuse Hauler	\$200/Year + \$50/Truck
Massage Therapist	\$200/Year

Taxicab	
- Driver License Fee	\$150/Year
- Operator License Fee	\$150/Year
Towing/Impound	\$150/Year
Finger Printing	\$15.00 per card/Customer Provides Fingerprint Card
Transient Merchant/Peddler	
- Week	\$50
- Month	\$150
- 60 Days	\$300
<del>Food Truck – Year</del>	<del>\$50/Calendar Year</del>
<del>Food Truck – Day</del>	<del>\$10</del>
- <u>Farmers Market – Season</u>	<u>\$120</u>
- <u>Farmers Market - Day</u>	<u>\$20</u>
Excavations/Mining	
- Active Area Fee	\$50/Acre
- Inactive Area Fee	\$25/Acre
- Restoration Credit	\$25/Acre

COUNCIL/COMMISSION PAY	
City Council Per Diems Per Day	\$35 for four hours or less; \$70 for more than four hours
- Special Council Meetings	
- Council Retreats/Work Sessions	
- Economic Development Authority Negotiations (EDA)	
- League of MN Cities Functions	Prior Approval Required
- Labor Negotiations	Prior Approval Required
- Employee Interviews	Prior Approval Required
- Mayor Only:	
◦ School/County Liaison	Mayor may appoint Council members to fulfill his obligations and approve attendance.
◦ MN Mayors Association	
◦ Speaking Engagements and other Civic Org.	
◦ Closing Property Acquisition	
◦ Fire District Study Group	
Planning Commission	
- Chairman	\$25/Meeting Paid Annually
- Member	\$20/Meeting Paid Annually
Park Commission	
- Chairman	\$25/Meeting Paid Annually
- Member	\$20/Meeting Paid Annually
Economic Development Authority	\$20/Meeting Paid Annually
Upper Rum River Watershed—Resident Appointed by Council	\$20/Meeting Paid Annually

DOCUMENT SERVICES	
Accident, Police, and Fire Reports	\$.25/Page; Over 100 Pages TBD



Copies - Paper/Copied - Thumb Drive - <u>videos or photos</u> <u>Body worn &amp; squad cam –redaction</u>	\$.25/page \$40.00/ per drive <del>35.00 per drive</del> <u>\$40.00 minimum per video plus additional redaction fees and staff time.</u>
- Colored Copies of Photos - Certificate of Survey (non-homeowner) - City Council Agenda & Minutes (mailed)	\$3/Page \$2/each
☐ Resident ☐ Non-Resident	\$25/Year <u>or \$5/weekly</u> \$25/Year + Postage <u>or \$10/weekly + Postage</u>
- Planning/Park Commission Agenda & Minutes (mailed)	
☐ Resident ☐ Non-Resident	\$12/Year \$12/Year + Postage

GENERAL AND MISCELLANEOUS	
Election Filing Fee	\$5
Mileage reimbursement for Personal	Current IRS Rate
Notary	\$2/Document
Public Nuisance Violation Administration Fee (assessable)	\$75/Occurrence
Certify Delinquent Invoices (except utilities)	10% of Delinquency
Certify Delinquent Utility Bills	10% of Delinquency
Fire Department Charges	See Ordinance 138
Fire Department - Burn Permit	\$10.00
Returned Checks	\$30/Check
Snowmobile Permit	\$15/Annual
Special Assessment Administrative Fee	\$100
Special Assessment Search	\$20/Each

LIQUOR AND TOBACCO LICENSE	
Liquor License	
- 3.2% Malt—Off Sale	\$50/Year
- 3.2% Malt—Off Sale—Special Event	\$25/Event
- 3.2% Malt—On Sale	\$200/Year
- Club License	\$200/Year
- Wine License	\$200/Year
- Intoxicating Liquor—On Sale	\$4,000/Year
- Intoxicating Liquor—Sunday Sales	\$200/Year
- Investigation Fee:	
☐ Single Application	\$200
☐ Partnership	\$300
☐ Corporation	\$400
Tobacco License	\$150/Year

**BUILDING FEES**

Adopted valuation schedule for Building Permit fees. Fees for Building Permits include: 1) the fees as set forth in the fee schedule and 2) the surcharge required by Minnesota Statute 326b.148 or as amended.

BUILDING PERMIT BY EVALUATION	
\$1 to \$500	\$29.50
\$501 to \$2,000	\$28 for the first \$500 plus \$3.70 for each additional \$100 or fraction thereof, to and including \$2,000.
\$2,001 to \$25,000	\$83.50 for the first \$2,000 plus \$16.55 for each additional \$1,000 or fraction thereof, to and including \$25,000.
\$25,001 to \$50,000	\$464.15 for the first \$25,000 plus \$12 for each additional \$1,000 or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$764.15 for the first \$50,000 plus \$8.45 for each additional \$1,000 or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$1,186.65 for the first \$100,000 plus \$6.75 for each additional \$1,000 or fraction thereof, to and including \$500,000.
\$500,001 to \$1,000,000	\$3,886.65 for the first \$500,000 plus \$5.50 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.
\$1,000,001 and up	\$6,636.65 for the first \$1,000,000 plus \$4.50 for each additional \$1,000 or fraction thereof.
Plan Review fee of 65% of the building permit fee for valuation-based building permits & all commercial permits. (Except as per MN Rules 1300.0160, Subp. 5 for similar plans after first submittal, a 25% plan review fee may be paid-residential valuation-based building permits only.)	

BUILDING PERMIT—SET FEE	FEE	ESCROW/STATE FEE
Admin Zoning Fee for Permits	\$50	
Accessory Structures 200 sq. ft. and less	\$50 zoning permit	
Accessory Structure over 200 sq. ft	By valuation	State Surcharge
Basement Finishes Permit	\$140	State Surcharge
Building Demolition	\$110	\$500
Building Demolition—Commercial	By Valuation	\$1,000
Building Relocation Permit	\$110	Performance Security Required
Contractor Verification Fee	\$10	
Dock Permit	\$50	\$250
Driveway Permit—New & Replacement		
- Under 75' Length	\$50	\$250
- Over 75' Length	\$100	\$500
- Over 600' Length	\$350	\$2,000
- Parking Pad or Driveway Extension	\$50	
Fence—Residential Only		
- 6' and under	\$50 Zoning Permit	
Fireplace	\$120	State Surcharge
Fuel Tank Removal	\$120	

Engineer's Review of Building Permit	\$154	
HVAC—Heating Installations	\$120	State Surcharge
HVAC—Air Conditioning	\$120	State Surcharge
Inspections—After Hours	\$70/Hour, minimum 2 hours	
Investigation Fee	Not to exceed permit fee	
Irrigation—Connected to City	\$75 back flow preventer	State Surcharge
Manufactured Home Setup	\$100	State Surcharge
<a href="#">Micro-Unit Inspection, per MN Rule 327.30</a>	<a href="#">\$100</a>	
On-Site Septic		
- Type I—IV	\$275	
- Type V	By cost incurred	
- Operating Permit	\$125/Year	
- Soil Verification	\$120	
- Septic System Pumping Verification	\$20	
Parking Lot—Commercial	\$120	\$1,000 + State Surcharge
Plan/Zone Review of Building Permit	\$195	
Plumbing	\$120	State Surcharge
Pools exceeding 5,000 gallon and 24" in depth	By Valuation	State Surcharge
Re-Inspection Fee	Not to exceed \$75/Trip	
Retaining Wall Over Four Feet	By Valuation	State Surcharge
Roofing—Residential Single-Unit Detached	\$120	State Surcharge
Roofing—Residential attached townhomes, twinhomes, and multifamily	By Valuation	State Surcharge
Siding—Residential Only	\$95	State Surcharge
Signs	\$120	State Surcharge
Solar—Residential/Commercial	\$120	State Surcharge
Water Softener Permit—Residential Only	\$75	State Surcharge
Water Heater—Residential Only	\$75	State Surcharge
Windows/Doors	\$120	State Surcharge
Commercial Buildings (Plumbing, Mechanical, Fire Alarm, etc.)	By Valuation	State Surcharge

- All commercial permits and anything not listed above will be based on valuation + plan review + State Surcharge.
- Permits over 180 days of inactivity are null and void with no refund.
- Permit extension not to exceed ½ permit fee and Building Inspector makes determination.
- No refund on plan review fees; maximum refund is 75% of total fee for permit fees; no refund for State Surcharge.
- STATE SURCHARGE collected in accordance with MN Statutes 326B.148.

NEW CONSTRUCTION/REMODEL ESCROW DEPOSITS	
Admin Escrow Fee/Non-Refundable	\$250/per property
3" Topsoil	\$1,000
Culvert	\$1,500
Curb Box and Meter	\$1,500
Driveway	\$3,000

Erosion Control	\$300—\$500
Final Grading	\$500—\$1,500
Litter/Debris Clean-Up	\$300—\$500
Retaining Wall	\$30.00 per sq. ft.
Sidewalk	\$12.00 per sq. ft.
Sod/Seed	\$3,500
Steps	\$12.00 per sq. ft.
Swimming Pool Fence	\$1,500
Street Cleaning	\$250
Trees	\$750

**COMMUNITY DEVELOPMENT FEES**

LAND AND PROPERTY USE	FEE	ESCROW/STATE FEE
Administrative Subdivision	\$350	\$2,000
Annexation	\$250	\$2,000
Appeal	\$200	\$1,000
Comprehensive Plan Amendment	\$450	\$2,000
Conditional Use Permit	\$350	\$2,000
Environmental Review	\$350	\$650
Excavation/Fill Permit (Admin)	\$100	\$250
Excavation/Fill Permit (IUP)	\$350	\$2,000
Home Occupation (IUP)	\$350	\$2,000
Home Occupation (Permitted)	\$50	
Interim Use Permit	\$350	\$2,000
Minor Subdivision	\$350	\$2,000
Ordinance Amendment	\$350	\$2,000
Planned Unit Development	\$350	\$2,000
Rental Housing Licensing		
- Single Family or First Unit	\$50	
- Each Additional Unit	\$15/Each	
- Late Fee Due 1/16	\$50	
- Late Fee Due 3/16	\$150	
- Conversion Fee	\$100	
- Re-Inspection Fee	\$25/Each Unit	
Sign Permit Zoning Review (Admin)	\$75	
Sign Permit Zoning Review (Full)	\$250	\$350
Sign Permit Zoning Review (Temporary)	\$25	
Sign Permit—Commercial	By Valuation	State Surcharge
Rezoning	\$350	\$2,000
Site and Building Plan Review (Admin)	\$100	\$250
Site and Building Plan Review (Full)	\$350	\$2,000
Street/Utility Easement Vacation	\$350	\$1,000
Subdivision		
- Sketch Plan	\$300	\$500
- Preliminary Plat (Rural)	\$400	\$400 + \$125/Lot

- Preliminary Plat (Urban)	\$400	\$425 + \$175/Lot
- Final Plat	\$350	\$650
Temporary Habitat Permit	\$500	\$5,000
Temporary Outdoor Sales Permit/License	\$50	
Wetland		
- Replacement Plan Review with Plat	\$350	\$650
- Replacement Plan and Excavation	\$350	\$650
- Delineation	\$350	\$1,000
Vacant Building Registration Fee		
- First Year	\$125	
- Second Year Renewal	\$250	
- Third Year Renewal	\$350	
- Fourth Year Renewal	\$500	
- Fifth Year Renewal and Beyond	\$700	
- Vacant Building Administration Fee	\$100	
Variance Application	\$350	\$2,000
Park Dedication	2,500/Lot	
TIF Application/Business Subsidy	\$350	\$3,000

- Applicants are responsible for all costs incurred by City for consultant fees.

**PUBLIC WORKS FEES**

PARK AND FIELD	Resident	Non-Resident
Concession Stand	\$50/Event	\$100/Event
Ball Park Use—		
• Non-profit Organization	\$150 - Annual Fee	
• Outside Organization	\$100/Night for Season	\$200/Night for Season
• One Game Fee	\$40/Game	\$80/Game
Damage Deposit	\$50—Refundable	\$75—Refundable
Key Replacement	\$50/Each	\$50/Each
Football Field	\$40/Each	\$50/Each
Football Youth Program	\$60/Week per team	
Woodbury Gazebo Rental	\$80/Event	\$130/Event
Rink Rental for Reserved Time	\$30/Hour for afterhours rental	\$80/Hour for afterhours rental
Restroom	\$30/Event	\$60/Event
Picnic Shelter	\$30/Event	\$60/Event
Soccer Youth Program	\$60/Week per team	
Soccer Field	\$40/Each	\$50/Each
Warming House	\$80/Event	\$130/Event

COMMUNITY CENTER	
Resident	\$50/Event
Non-Resident	\$100/Event
Damage Deposit	\$150
Late Key Return	\$25 if not returned within 2 business days of event

<p>City Benefit</p> <ul style="list-style-type: none"> <li>- St. Francis Lions/Lioness</li> <li>- St. Francis Senior Citizens Group</li> <li>- St. Francis Area Jaycees</li> <li>- St. Francis Youth Association (4-H, Scouts, Hockey, etc.)</li> <li>- St. Francis Ambassador Program</li> <li>- St. Francis Area Chamber of Commerce</li> <li>- Other Government Agencies</li> <li>- Local Church Organizations</li> <li>- St. Francis Based Non-Profit Organizations</li> </ul>	<p>Damage Deposit + Fees will be waived for these uses unless the Council specifically determines that the fees should be imposed.</p> <p>Donations will be accepted for use of facility unless Council specifically determines that the fees should be imposed.</p>
<p>Priority for Use in Event of Conflict</p> <ul style="list-style-type: none"> <li>- City of St. Francis</li> <li>- Non-Profit located with the City limits</li> <li>- Residents (individuals or groups)</li> <li>- Non-Profit located outside of City limits</li> <li>- Non-Residents (individuals or groups)</li> </ul>	<p>Based on earliest request if more than one applicant of the same class seeks conflicting dates.</p>

EQUIPMENT AND STAFF USE	
One Ton Truck with Plow	\$55/Hour
Belos with Attachment	\$55/Hour
Crane Truck	\$60/Hour
Electric Generator	\$60/Hour
Grader	\$90/Hour
Zero Turn Mower	\$50/Hour
Pick Up Truck	\$40/Hour
Tandem Axle Truck	\$90/Hour
Tandem Axle Truck with Plow	\$110/Hour
Tool Cat/Skid Steer w/Attachments	\$80/Hour
Tractor with Loader or Attachments	\$60/Hour
<p>Pay Loader</p> <ul style="list-style-type: none"> <li>- Hourly equipment rates DO NOT include the cost of the operator or cost of fuel and gas.</li> </ul>	\$90/Hour
Staff Time	Two Times Step 8 of Their Pay Grade

STREET AND ROADS	
Road Right-of-Way—Registration	\$35 + \$2,000 Escrow
Road Right-of-Way—Permit Application	\$150 + Consultant Fees
Street Opening	\$50 + bond or Deposit and Consultant Fees
Small Cell/Pole Attachment	\$500 per unit 1-5 \$100 per unit 6+

UTILITY FEES
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Access Charge - Sewer Equivalent Connection - Water Equivalent Connection	\$4,284/Each \$3,060/Each
<del>Unsubsidized Access Charge (outside city limits)</del> <del>— Sewer Equivalent Connection</del> <del>— Water Equivalent Connection</del>	<del>\$8,568/Each Equivalent Unit</del> <del>\$6,120/Each equivalent Unit</del>
Truck Line Charge - Water Truck Line Availability - Sanitary Sewer Truck Line Availability	\$2,956/Net developable acres \$4,150/Net developable acres
Tapping and Connection Permits - Tapping and Water Connection - Tapping and Sewer Connection - Water Connection - Sewer Connection	\$125 \$125 \$50 \$50
Water Meter Deposit Equipment - ¾" - 1" and Larger	\$465.15 Cost + 10%
Water Shutoff/Disconnect 7:00 a.m.—3:00 p.m., Water Reconnect 7:00 a.m.—3:00 p.m.	\$35 \$35 The Disconnect and Reconnect fee for water shall be waived if a resident leaves for two consecutive months during the time from October to March.
Meter Repair (not removal or installation)	Time and Materials/\$50 minimum
Curb Stop - Locate ° Summer ° Winter - Driveway Cover - Repair - Box	\$25 minimum \$50 minimum Cost Time and Materials with \$50 minimum Cost
Hydrant and Gate Valve Repair	Time and Materials with \$50 minimum
Hydrant Meter Deposit	\$800
Non-Response to Tagging Notice	\$250/Month until resolved
Unmetered Use of City Water	\$200/per occurrence
Wells and Well based Irrigations	\$20

SEWER RATES	
Monthly Base Fee	<del>\$21.24</del> <u>\$21.66</u>
Charge per 1,000 Gallons Used	<del>\$8.32</del> <u>\$8.49</u> equivalent conn
Sewer Users Only	Sewer Base Rate + 6,000 Gallons @ Water Rate

- Winter residential sewer rates (November through April billings) are based on actual water consumption used for the month billed.
- Summer residential sewer rate (May through October billings) are based on the average of water consumption used for January, February, and March billings. If the winter water usage average is 3,000 gallons or less, the

consumption billed will be the actual usage up to a maximum of 3,000 gallons. Any average usage greater than the 3,000 gallons will be billed the actual usage up to the minimum average calculated.

- Note: Consumption amounts are not billed greater than actual usage.

STORMWATER	
Stormwater Rate	\$ <del>5</del> 5.00/Month per Parcel ( <del>\$60</del> 72/Year) \$10.00 Late fee, applied July 1 <sup>st</sup>
Grading/ESC Escrow	\$2,000 per gross acre or \$750 per SF or Twin family home. Whichever is greater.

WATER RATES	
Monthly Base Fee	\$ <del>15.28</del> <u>\$16.04</u>
- MN State Test Fee	\$0.81
Charge per 1,000 Gallons Used per Equivalent Connection	
- 0—14,999	<del>\$4.73</del> <u>\$4.97</u> equivalent conn
- 15,000—29,999	<del>\$4.96</del> <u>\$5.21</u> equivalent conn
- 30,000—44,999	<del>\$5.72</del> <u>\$6.10</u> equivalent conn
- 45,000+	<del>\$6.81</del> <u>\$7.18</u> equivalent conn
Bulk Water	
- System Access Charge	\$50
- Charge per 1,000 Gallons Used	\$6.84

(Ord. 196, SS, 7-21-2014, eff. 8-24-2014; Ord. 201, SS, 6-05-2015, eff. 7-06-2015; Ord. 226, SS, 12-05-2016, eff. 1-09-2017; Ord. 230, SS, 9-5-2017; Ord. 235, SS, 12-4-2017; Ord. 241, § 1, 7-2-2018; Ord. 244, SS, 12-17-2018, eff. 1-16-2019; Ord. 248, SS, § 1(Exh. A), 5-20-2019; Ord. 256, SS, § 1(Exh. A), 12-2-2019; Ord. No. 267, SS, § 1(Exh. A), 12-7-2020, eff. 1-11-2021; Ord. 286, SS, 12-20-2021; Ord. No. 302, SS, § 1(Exh. A), 12-5-2022)



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

**RESOLUTION 2023-67**

**A RESOLUTION AUTHORIZING THE SUMMARY PUBLICATION OF  
ORDINANCE 324, SECOND SERIES AMENDING SECTION 2-9-1 OF THE CITY  
CODE REGARDING THE FEE SCHEDULE FOR THE CITY OF ST. FRANCIS**

**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 324 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.

**NOW THEREFORE, BE IT RESOLVED** that the following summary of Ordinance 324, Second Series is approved for publication:

**CITY OF ST. FRANCIS, MINNESOTA  
ORDINANCE 324, SECOND SERIES**

Section 1. The St. Francis City Code is hereby amended to include the following ordinance summarized below:

St. Francis City Code is hereby amending Section 2-9-1 the previously adopted Fee Schedule.

Section 2. The full ordinance will be in effect 30 days from this summary publication.

Section 3. The full ordinance is available for review during regular office hours in the office of the City Clerk.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 20<sup>th</sup> DAY OF NOVEMBER, 2023.

APPROVED:

Attest:

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

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



**CITY COUNCIL  
AGENDA REPORT**

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**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** City Hall / Fire Station Audio Contract  
**DATE:** November 20, 2023

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**OVERVIEW:**

As a section of the construction of the building, Brunton has worked with design-build professional services to plan, layout, supply, install and train staff on the audio needs for the new building. This includes working with our Architect on drawings as well as staff to identify the needs and use of each room.

Two quotes have been received:

- Modern Control and Integration \$165,749
- Intereum \$136,942.33

**ACTION TO BE CONSIDERED:**

Council to approve the Intereum Quote of \$136,942.33 for the design and build of the audio systems.

Attachments:

- Modern Control and Integration
- Intereum Quote

<b>Sold To:</b>		<i>(Who will purchase from Modern)</i>	
Company Name	Contact	City of Saint Francis	
Address	City, State, Zip	Saint Francis, MN	
Office Phone	Mobile Phone		
Fax #			

<b>Ship To:</b>		<i>(Physical Location Equipment will Ship to)</i>	
Company Name	Contact	Modern Control & Integration	
Address	City, State, Zip	4899 Clearwater Trl Lonsdale, MN 55046	
Office Phone	Mobile Phone	612-787-6477	
Fax #		N/A	

<b>Site Information:</b>		<i>(Physical Location Equipment will be Installed)</i>	
Company Name	Contact		
Address	City, State, Zip		
Office Phone	Mobile Phone		
Fax #			

<b>Owner Information:</b>		<i>(Owner Contact for Warranty/Manual Purposes)</i>	
Company Name	Contact		
Address	City, State, Zip		
Office Phone	Mobile Phone		
Fax #	Email Address		



Ryan Clark 612-787-6477

[ryan.clark@modernci.com](mailto:ryan.clark@modernci.com)

Month	Day	Year
Oct	2nd	2023

*NOTE: This is NOT A Guaranteed Date*

**Project Details:**

Sales Person	Ryan Clark
Engineer	Matt Granos
Programmer	
Project Manager	

**Project Information:** Council Chambers, Training Room and Large Meeting Room.

**Scope of Work**

Modern will install a new Audio/Video Systems for the city of Saint Francis.  
**Council Chambers:** This will include a video conference (Zoom System) with 3 PTZ cameras, 2 75" monitors on articulating mounts, 7 monitors for the council desks fed by a DA and Creston touch panel control. The audio system will include, 12 in-ceiling speakers, new dsp and 11 Shure MXCW640 Wireless Conference Units that allow for touchscreen user controls, voting and meeting info. This is accessible via RFID cards. Training Room:



**Invoicing**

Modern Control invoices for equipment allocated to the contract when it is received by Modern Control. Unless otherwise specified, all items quoted as well as applicable out of pocket expenses (permits, shipping, etc) are invoiced in detail on a bi-weekly basis, with payment in full required within 30 days of the date of the invoice. Customer is to make payments to the following address:

Modern Control  
4899 Clearwater Tr  
Lonsdale, MN 55046

Full payment is due before any support coverage or prepaid block begins. Overdue balances are subject to a finance charge of 1.5% per month, or at the highest rate permitted by law. In the event Modern Control must pursue collection of unpaid invoices, Customer agrees to pay all of Modern Control's costs of collection, include its attorney fees. Unless stated otherwise in the "Products and Services Summary" above, Modern Control will add and include all applicable taxes, permit fees, license fees, and deliver charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Customer should provide a valid tax exemption certificate for any tax exemption(s) claimed, otherwise Modern Control shall invoice for and collect all applicable taxes in accordance with state and federal law(s).

**Agreement of Quotation and Contract Formation**

Customer hereby accepts this quote for goods and/or services from Modern Control. When duly executed and returned to Modern Control, Modern Control may check Customer's credit and approve the terms. After approval and signature by Modern Control, this Retail Sales Agreement will, together with Modern Control's General Terms & Conditions which are attached, form a binding agreement between Customer and Modern Control. (This Retail Sales Agreement and the Modern Control General Terms and Conditions are referred to collectively as the "Agreement") Should Modern Control determine at any point prior to commencing installation, determine Customer's credit is not adequate, or should otherwise disapprove of the commercial terms, Modern Control reserves the right to terminate the Agreement without cause and without penalty to Modern Control

Equipment	Qty	Part #	Unit Price	Totals
<b>Council Chambers</b>				
Crestron UC Engine (Teams converted to Zoom)	0		\$ -	\$ -
Crestron UC Rackmount Kit	1	UC-C100-T	\$ 3,081.00	\$ 3,081.00
Crestron Amplifier - 4 Channel 300W	1	UCA-RMK-1U	\$ 40.00	\$ 40.00
Crestron - In-Ceiling Speaker - 6.5"	12	X300	\$ 535.00	\$ 535.00
Crestron - 10.1" Touchpanel	1	Saros ICL6T-W-T-Each	\$ 100.00	\$ 1,200.00
Crestron - Processor	1	TSW-1070-B-S	\$ 2,066.00	\$ 2,066.00
	1	CP4N	\$ 1,850.00	\$ 1,850.00

Agenda Item # 9A.

Quote Sheet

		0		\$	-	\$	-
Visionary Solutions - Encoder	E4100	3		\$	750.00	\$	2,250.00
Visionary Solutions - Decoder	D4100	12		\$	750.00	\$	9,000.00
Visionary Solutions - Rackmount Kit	AVIP-Rackmount-3	1		\$	50.00	\$	50.00
		0		\$	-	\$	-
		0		\$	-	\$	-
QSC - DSP	Core110f	1		\$	3,600.00	\$	3,600.00
		0		\$	-	\$	-
		0		\$	-	\$	-
Yealink - PTZ Autoframing Camera	UVC86	3		\$	2,500.00	\$	7,500.00
Yealink - Camera Hub/Processor	AVHub	1		\$	1,920.00	\$	1,920.00
Vaddio - Camera Mount	Mount	3		\$	150.00	\$	450.00
Shure - MXCW640 - Wireless Conference Unit	MXCW640	11		\$	1,780.00	\$	19,580.00
Shure - Gooseneck Mics for MXC	MXC416DF/C	11		\$	245.00	\$	2,695.00
Shure - NFC Cards (10 Pack)	MXCNFCCARD-10PK	3		\$	100.00	\$	300.00
Shure - Access Point - MXC	MXCWaPT-A	1		\$	4,450.00	\$	4,450.00
Shure - Charge Station - MXC	MXCWNC5	2		\$	1,335.00	\$	2,670.00
Shure - Rechargeable Batteries	5B930	15		\$	205.00	\$	3,075.00
		0		\$	-	\$	-
Extron - HDMI Retractor XL	70-1066-04	3		\$	375.00	\$	1,125.00
Extron - Under Table Mount for 2 retractors	TMK 120 R	3		\$	110.00	\$	330.00
Extron - Power Plate (AAP) - Double Space - One US Outlet - 2 USB	60-1937-02	3		\$	195.00	\$	585.00
Extron - AAP Bracket	TMK 120 AAP	3		\$	55.00	\$	165.00
Extron - Retractor Filler Modules	70-1065-35	3		\$	55.00	\$	165.00
		0		\$	-	\$	-
Samsung - 75" Monitor	Q875B	2		\$	2,200.00	\$	4,400.00
Dell - 24" Monitor	S2421Hs	7		\$	180.00	\$	1,260.00
		0		\$	-	\$	-
Chief - Articulating Mount	PNRUB	2		\$	930.00	\$	1,860.00
		0		\$	-	\$	-
Middle Atlantic - Equipment AV Rack	DWR-2426PD	1		\$	1,740.00	\$	1,740.00
Middle Atlantic - Rackmount Power Strip	PDX915R	2		\$	240.00	\$	480.00
		0		\$	-	\$	-
Netgear - Network Switch	GSM4248PX-100NAS	1		\$	3,100.00	\$	3,100.00
		0		\$	-	\$	-
Licenses - (Dante, Teams, Etc)		1		\$	500.00	\$	500.00
		1		\$	500.00	\$	500.00
						\$	82,022.00
<b>Training Room</b>							
Samsung - 85" Monitor	Q885R-B	2		\$	3,300.00	\$	6,600.00
		0		\$	-	\$	-
Chief - Fusion Mount	FCAVIU	2		\$	375.00	\$	750
Chief - Extra Large Monitor Mount	XTMIU	2		\$	375.00	\$	750

Agenda Item # 9A.

Quote Sheet

Crestron UC Engine (Teams converted to Zoom)	0		\$	-	\$	-	\$
	1	UC-C100-T	\$	3,081.00	\$	3,081.00	3,081.00
	0		\$	-	\$	-	-
Yealink - Camera Hub/Processor	1	AVHub	\$	1,920.00	\$	1,920.00	1,920.00
Yealink - PTZ Autoframing Camera	1	LVC86	\$	2,500.00	\$	2,500.00	2,500.00
	1		\$	-	\$	-	-
Vaddio - Camera Mount	1	Mount	\$	150.00	\$	150.00	150.00
	0		\$	-	\$	-	-
Shure - Ceiling Microphone	2	MXA920W-S	\$	4,250.00	\$	4,250.00	8,500.00
	0		\$	-	\$	-	-
QSC - Core Nano	1	Nano-NA	\$	1,650.00	\$	1,650.00	1,650.00
	0		\$	-	\$	-	-
Crestron Amplifier - 4 Channel 300W	1	X300	\$	535.00	\$	535.00	535.00
Crestron - In-Ceiling Speaker - 6.5"	8	Saros IC16T-W-T-Each	\$	100.00	\$	100.00	800.00
Audinate - Dante Converter	1	ADP-DAO-AU-OX2	\$	275.00	\$	275.00	275.00
	0		\$	-	\$	-	-
Crestron - Transmitter Wallplate	1	HD-TX-4KZ-101-G-B	\$	270.00	\$	270.00	270.00
Crestron - Transmitter	1	HD-TX-4KZ-101	\$	220.00	\$	220.00	220.00
Crestron - Receiver	2	HD-RX-4KZ-101	\$	220.00	\$	220.00	440.00
Crestron - DA	1	HD-DA2-4KZ-E	\$	330.00	\$	330.00	330.00
	0		\$	-	\$	-	-
Netgear - Network AV Switch	1	M4250-9G1F-POE+	\$	700.00	\$	700.00	700.00
	0		\$	-	\$	-	-
Licenses - (Dante, Teams, Etc)	1	License	\$	1,500.00	\$	1,500.00	1,500.00
	1	Sub Total	\$		\$		30,971.00
<b>Large Meeting Room</b>							
Samsung - 75" Monitor	1	QB75B	\$	2,200.00	\$	2,200.00	2,200.00
	0		\$	-	\$	-	-
Chief - Pullout Mounts	1	FCAV1U	\$	375.00	\$	375.00	375.00
Chief - Large Monitor Mount	1	LTM1U	\$	275.00	\$	275.00	275.00
	0		\$	-	\$	-	-
Crestron UC Engine (Teams converted to Zoom)	1	UC-C100-T	\$	3,081.00	\$	3,081.00	3,081.00
	0		\$	-	\$	-	-
Logitech - Rally Cameras/Mics and Speakers	1	960-001225	\$	2,850.00	\$	2,850.00	2,850.00
Logitech - Rally Mic Pod	1	989-000430	\$	380.00	\$	380.00	380.00
Logitech - Rally Mic Pod Hub	1	939-001647	\$	275.00	\$	275.00	275.00
Logitech - Rally Plus Mounting Kit	1	939-001644	\$	175.00	\$	175.00	175.00
	0		\$	-	\$	-	-
Extron - Cable Cubby - Under Table	1	F55UT	\$	350.00	\$	350.00	350.00
Extron - HDMI Retractor	1	70-1066-04	\$	375.00	\$	375.00	375.00
Extron - Flex Power Block	1	60-1945-0X	\$	275.00	\$	275.00	275.00
Extron - Retractor Mounting Kit	1	70-1353-02	\$	45.00	\$	45.00	45.00

Agenda Item # 9A.







Quote Sheet

Programming	Qty	Part #	Unit Price	Totals
Council Chambers	1		\$ 3,000.00	\$ 3,000.00
	0		\$ -	\$ -
	0		\$ -	\$ -
	0		\$ -	\$ -
		Sub Total	\$ -	\$ 3,000.00
Training Room	0		\$ 2,000.00	\$ -
	0		\$ -	\$ -
	0		\$ -	\$ -
	0		\$ -	\$ -
		Sub Total	\$ -	\$ -
Large Meeting Room	0		\$ 1,200.00	\$ -
	0		\$ -	\$ -
	0		\$ -	\$ -
	0		\$ -	\$ -
		Sub Total	\$ -	\$ -
	0		\$ -	\$ -
	0		\$ -	\$ -
	0		\$ -	\$ -
		Sub Total	\$ -	\$ -
		Sub Total - Programming	\$ -	\$ 3,000.00

Quote Sheet

Project Management	Qty	Part #	Unit Price	Totals
	0		\$ -	\$ -
		Sub Total	\$	\$
	0		\$ -	\$ -
		Sub Total	\$	\$
		Sub Total - Project Management	\$	\$

<b>Order Instructions:</b> 1. Complete Order Form (Including Cover Page) 2. Email or Fax Completed Order Form to Modern 3. Enclose Down-payment or Wire Transfer 25% Deposit 7. Final Payment is Due 10 Days Prior to Scheduled Ship Date	Sub Total - Equipment	\$	123,649.00
	Sub Total - Labor	\$	28,200.00
	Sub Total - Programming	\$	3,000.00
	Sub Total - Project Management	\$	8,400.00
	Travel	\$	-
	Parking	\$	-
	Freight	\$	2,500.00
	Total Package	\$	165,749.00
	25% Deposit Required	\$	41,437.25

**Change Order Instructions:**

- All Changes must be received in writing
- Change Order Charges may apply if made within Four Weeks of Ship Date

*Not Included: Tax, Site Prep, Non Standard Components, Etc. / Prices Subject to Change Without Notice*



Intereum  
9800 8TH AVE N  
PLYMOUTH, MN 55441  
United States

Verified  
quote 11-8-2023

Agenda Item # 9A.

(763) 417-3300  
avdesign@intereum.com  
www.intereum.com  
Jeremy Schneider  
jschneider@intereum.com

# Quote



## City of St. Francis

Saint Francis  
Anoka County  
Saint Francis, Minnesota  
United States

Presented By  
**Intereum**

Quote Number  
**Q-1449**

Presented On  
**Jul 12 2023**

Version  
**3**











**Samsung S24R650FDN**  
SR650 Series 23.8" LED Monitor for Business

7

**Unified Communications**

**\$10,984.07**

ITEM		QTY	UNIT PRICE
	<b>Crestron Electronics UC-C100-T</b> Flex Video Conference System Integrator Kit for Microsoft Teams Room	1	\$3,081.00
	<b>Crestron Electronics UCA-RMK-1U</b> Rack Mount Kit for UC Engine Bracket Assembly	1	\$40.24
	<b>StarTech USB2100</b> USB 2.0 to gigabit ethernet NIC network adapter	1	\$22.72
	<b>Crestron Electronics SW-XIOC-S</b> XiO Cloud Provisioning And Management Service, Support License For One Room	36	\$4.88
	<b>Crestron Electronics SW-XIOC-EM</b> XiO Cloud Provisioning And Management Service, Endpoint Management License For One Room	36	\$3.66
	<b>Yealink UVC86</b> 4K Dual-Eye Intelligent Tracking Camera for Medium and Large Rooms with Perfect Display	3	\$1,890.24
	<b>Vaddio 535-2000-251</b> Thin Profile Wall Mount For Yealink UVC86	3	\$173.50
	<b>Yealink AV Hub</b> Yealink AV-HUB Meeting AV Processor	1	\$1,341.45

**Audio System**

**\$30,623.46**

ITEM		QTY	UNIT PRICE
	<b>Shure MXCWAPT-A</b> Access Point Receiver	1	\$3,286.77



**Crestron Electronics RMC4**  
4-Series Control System

1



**Crestron Electronics RMK-IFE-1U**  
IFE Rack Mount Kit

1

\$87.80

**Video Routing**

**\$7,152.42**

ITEM

QTY

UNIT PRICE



**Crestron Electronics HD-RX-4K-510-C-E**  
DMPs Lite 4K Multiformat 5x1 AV Switch and Receiver

1

\$2,180.47



**Under-Table HDMI Retractor**  
Parts and pieces for an under-table HDMI retractor for local connections

3

\$763.42



**Extron Retractor Series/2 XL HDMI**  
Retractor Series/2 XL HDMI - Extended Length Cable Retraction System for Cable  
Cubby Enclosures - HDMI Male to Male

3

\$371.95



**Extron USB PowerPlate 200 AC AAP**  
Two Outlet USB Charger - AC AAP Version

3

\$182.93



**Extron TMK 120 R**  
TMK 120 R - Table Mount Kit for Two Retractors

3

\$106.10



**Extron Retractor Series/2 Filler Module**  
Retractor Series/2 Filler Module - With Blank & Cable Pass-through Plates

3

\$52.44



**Extron TMK 120 AAP**  
TMK 120 AAP - Table Mount Kit for Two AAPs

3

\$50.00



**AVPro Edge AC-DA18-AUHD-GEN2**  
HDMI 1x8 18 Gbps Splitter W/HDR & EDID Mgmt

1

\$486.59



**Crestron Electronics HD-TX-4KZ-101**  
DM Lite 4K60 4:4:4 Transmitter for HDMI Signal Extension over CATx Cable

6

\$243.90

# Large Meeting Room

\$12,565.11

**Scope of Work:**

- 75" Samsung commercial display
  - Tilt Mount
  - Fusion Pullout
- Wired HDMI via new under table mounted retractor connected to Logitech Table Hub
- Zoom Room using Crestron Flex
  - Note: Sku indicates Teams, but system will be converted to Zoom. Teams sku is in stock, Zoom is not
  - Table Mounted Touch Panel
  - XiO Cloud remote monitoring and support
- Logitech Rally Kit with
  - Rally Camera
  - Two Rally Speakers
  - Three Rally Mic Pods
  - Rally Mic Pod Hub
  - Rally mounting Kit

**City of St. Francis Requirements:**

- Client LAN behind the display at 54" AFF
- Client LAN under table
- Pathway between table and display
- Quad power behind display at 54" AFF
- Power under table
- Zoom Room license

Display(s)

\$2,124.25

ITEM		QTY	UNIT PRICE
	<b>Samsung QB75B</b> Samsung QBB Series QB75B 75" 4K LED-Backlit LCD Display	1	\$1,543.82
	<b>CHIEF FCAV1U Pull Out Bracket</b> FUSION PULLOUT	1	\$313.50
	<b>CHIEF LTM1U</b> Micro-Adjust Tilt Wall Mount Large	1	\$266.93



**Extron**  
**Cable Cubby F55 Retractor Mounting Bracket Kit**  
 One Retractor Bracket Kit for Cable Cubby F55 UT

1

Agenda Item # 9A.

Labor

\$3,000.00

ITEM

QTY

UNIT PRICE



**Installation**

16 h

\$150.00









**Commissioning**

4 h

\$150.00






Unified Communications

Agenda Item # 9A.

ITEM		QTY	UNIT PRICE
	<b>Crestron Electronics UC-C100-T-WM</b> Flex Video Conference System Integrator Kit with a Wall Mounted Control Interface and ASUS Mini PC for Microsoft Teams Rooms	1	\$3,130.49
	<b>Crestron Electronics SW-XIOC-S</b> XiO Cloud Provisioning And Management Service, Support License For One Room	36	\$4.88
	<b>Crestron Electronics SW-XIOC-EM</b> XiO Cloud Provisioning And Management Service, Endpoint Management License For One Room	36	\$3.66
	<b>Yealink UVC86</b> 4K Dual-Eye Intelligent Tracking Camera for Medium and Large Rooms with Perfect Display	1	\$1,890.24
	<b>Vaddio 535-2000-251</b> Thin Profile Wall Mount For Yealink UVC86	1	\$173.50
	<b>Yealink AV Hub</b> Yealink AV-HUB Meeting AV Processor	1	\$1,341.45

Audio System

\$12,812.74

ITEM		QTY	UNIT PRICE
	<b>Shure MXA920W-S</b> Ceiling Array Microphone, Square, White, 24 inch	2	\$3,842.64
	<b>QSC CORE NANO-NA</b> Audio, Video and Control Network I/O Processor	1	\$1,585.37
	<b>QSC SLCOL-8N</b> Q-SYS Collaboration Bundle Scaling License, 8N, Perpetual	1	\$914.63
	<b>QSC SL-DAN-16-P</b> Q-SYS software-based Dante 16x16 Channel License, Perpetual	1	\$409.75
	<b>QSC SLQSE-8N-P</b> Q-SYS Scripting Engine, 8N, Perpetual	1	\$168.90



Agenda Item # 9A.

Labor

\$0.00


ITEM		QTY	UNIT PRICE
	<b>Installation</b>	34 h	\$150.00
	<b>Commissioning</b>	4 h	\$150.00
	<b>Audio Programming</b>	8 h	\$150.00

Project Common

\$17,431.08

Accessories

\$968.39

ITEM		QTY	UNIT PRICE
	<b>Accessories</b> Allowance for cabling, hardware, bulk wire, and other miscellaneous parts and pieces	1	\$968.39


Logistics and Transport

\$4,841.97

ITEM		QTY	UNIT PRICE
	<b>Shipping</b> Costs to cover shipping and handling expenses	1	\$4,841.97

Labor

\$11,620.72

ITEM		QTY	UNIT PRICE
	<b>Management and Engineering Allowance</b> Allowance for costs regarding project management, technical services, and warehouse / back office staff	1	\$11,620.72

153

07/25/2023

Quote V3

Page 13 of 18

# Terms and Conditions of Sale

The following General Terms and Conditions of Sale apply to the product and service order placed by the undersigned Buyer with INTEREUM, INC (INTEREUM).

## 1. Purchase Orders

- a. If purchase orders are required, Buyer must provide copies of the purchase orders at the time of ordering services from INTEREUM.
- b. All proposals and pricing are subject to change

## 2. Down Payment

- a. A down payment of 50% of the order total is required for orders over \$10,000.
- b. Any down payments required by the manufacturer in excess of the 50% shall be required of the Buyer before the order is placed.

## 3. Invoicing

- a. After down payment, the remaining balance will be invoiced when project installation is substantially complete, as determined by INTEREUM.
- b. INTEREUM reserves the right to send progress billings for installations and product orders that take more than one week and/or product that is warehoused for over 30 days. Payments are to be made in accordance with terms in Section 5.

## 4. Taxes

- a. All sales, use, excise, and other applicable taxes will be invoiced to and paid by the Buyer. If the Buyer claims an exemption from such taxes, it shall be the Buyer's responsibility to furnish an appropriate exemption certificate to INTEREUM.

## 5. Payment

- a. All payments for project completion or progressive invoices are due per payment terms on invoice. Buyer may hold 10% retainage for uncompleted installation or an amount equal to the selling price of any damaged, backordered, or missing merchandise.
- b. Title to the merchandise passes to the Buyer when the full purchase price and all other charges under this agreement are paid in full.
- c. In the event of any default in payment, INTEREUM has the right to repossess merchandise 180 days from the date of the invoice(s). Buyer is responsible for insurance coverage for loss of product due to damage or theft of product beginning when product is received at the job site.
- d. Balances 10 days past due shall bear interest payable to Intereum at a rate of 1.5% per month simple interest.

## 6. Credit Cards

- a. INTEREUM accepts Visa, MasterCard, and American Express credit cards as a payment option up to \$5,000 per order.

## 7. Changes, Cancellations, and Returns

- a. The order to which these General Terms apply may not be changed or canceled, nor products returned except in the event of non-conforming goods, in whole or in part, by the Buyer without INTEREUM's written consent.
- b. The Buyer agrees in all respects to the price and terms set forth in the order, and acknowledges that a modification may only be made by a written Change Order signed by both parties.
- c. A written Change Order may include revised product costs, restocking fees and any other associated costs.

## 8. Shipments, Deliveries, Freight, and Claims

- a. The Buyer agrees that the space will be complete and ready for product installation, and that INTEREUM have free and clear access to the space. The Buyer also acknowledges that they will have official occupancy of the space the product is being delivered to.
- b. INTEREUM will inform Buyer of an estimated date of delivery ("Estimated Delivery Date") when INTEREUM receives an estimated shipping date from its supplier or manufacturer. The Estimated Delivery Date is not a guaranteed delivery date. Buyer recognizes and acknowledges that the Estimated Delivery Date is merely an estimate and is subject to change by INTEREUM or the manufacturer without notice.

**14. Electrical/Low Voltage/Network Systems Hookup**

- a. Hardwiring to base building electrical and the connection of the panel-to-panel festoon and placement of receptacles is **not included** with INTEREUM's bid and must be supplied at the Buyer's expense by licensed electricians in accordance with state and local regulations.
- b. If the Buyer requires INTEREUM to supply a licensed electrician to make the festoon connections and place the receptacles, all electrician costs will be billed over and above the original installation quote.
- c. Low voltage vendor and coordination will be handled by Buyer unless included in the INTEREUM work order or scope of work.
- d. Access to power, lighting and low voltage will be documented and available.
- e. Adequate network access and permissions will be granted to INTEREUM to properly install and test installed products
- f. As required, Microsoft Exchange, TEAMS, AD or O365 and other collaboration tools permissions will be properly configured and available for installation.
- g. Buyer will provide access and Vendor contacts for PBX, SIP UC and phone systems if required.
- h. Intereum is not responsible for any underground trenching or installation for outside wiring.

**15. Installer's Responsibility**

- a. INTEREUM's installers will be responsible for clearing all product packing materials from the site, cleaning the furniture they installed, and noting any warranty work or parts needed during a final walk-through inspection with the Buyer.

**16. Job Site Conditions**

- a. The Buyer will insure at its expense that the job site is ready to accept furniture with construction complete (ceiling grid and tile in, wall covering/paint done, carpet and baseboard finished, electrical/data work done, etc.) and the space free of trades (punch list trades only), as well as clean and free of debris.
- b. The Buyer will insure at its expense that adequate facilities for off-loading, staging, moving, and handling of merchandise are provided.

**17. Job Site Services**

- a. The Buyer will insure at its expense that electric current, heat/ventilation, hoisting and/ or elevator service will be available at the site.

**18. Labor**

- a. INTEREUM's ability to erect or assemble furniture or case goods knocked down or to permanently attach, affix, or bolt in place movable furniture is dependent on jurisdictional agreements.
- b. If trade regulations enforced at the time and place of installation require the use of tradesmen at the site other than INTEREUM's own installation personnel or subcontractor, any resulting additional costs will be paid by Buyer.

**19. Loss or Damage**

- a. After product is delivered to the Buyer's site, any loss or damage by weather, other trades such as painting or plastering, fire or other elements, shall be the responsibility of the Buyer, and the Buyer agrees to hold INTEREUM harmless from loss for such reasons.

**20. Normal Business Hours**



CITY COUNCIL  
AGENDA REPORT

**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** Hwy 47 Elected Officials Meeting  
**DATE:** November 20, 2023

**OVERVIEW:**

Staff is requesting Council to set a date for a meeting in regards to with elected officials regarding the Hwy 47 project. To avoid holidays and have the attention of Legislative officials before the next session, we need to hold the meeting in early January.

Once a date is selected, invitations will be sent out by the Mayor. We will also invite AC Hwy, WSB and MnDOT.

**Dates to consider:**

- Wednesday, January 10<sup>th</sup>
- Thursday, January 11<sup>th</sup>
- Thursday, January 18<sup>th</sup>

Suggested Time 4:30 or 5pm

Meeting location, Police Public Works

# Public Works Quarterly Report November 2023

Staff would like to thank the following organizations for their collaboration with the projects this last quarter:

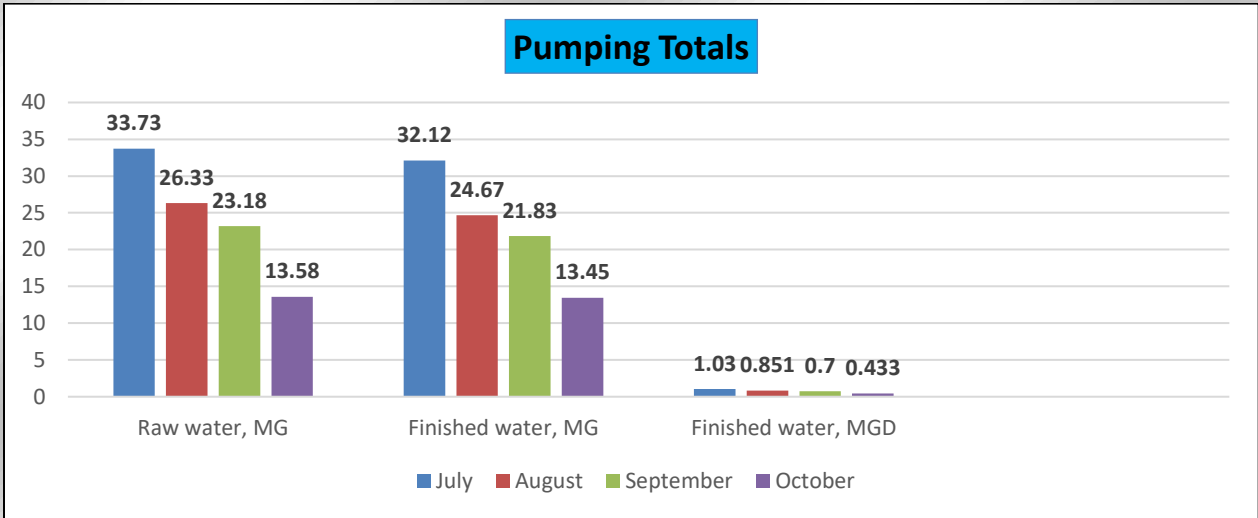
- Hakansen Anderson
- Stanford Township
- Anoka Conservation District
- St. Francis Area Schools
- Upper Rum River Watershed Management Organization



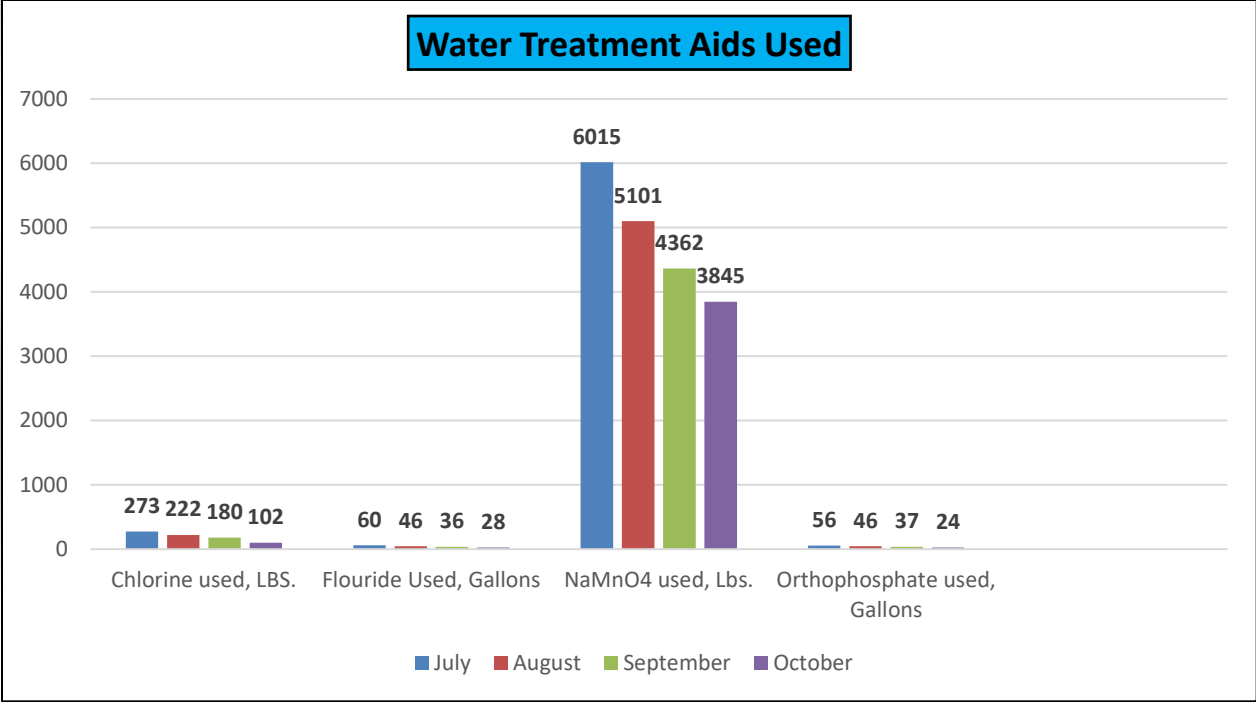
**Water and Wastewater 3<sup>rd</sup> Quarter Report  
2023**

To: City Council

**Water Treatment Facility**



TASK	DESCRIPTION	QUANTITY	UNITS
Inspect Facility Daily	Facility Inspection	63	Inspections
Operational Hours	Hours spent at facility.	126	Hours
Calculate Influent and Effluent	Calculate gallons pumped for both influent and effluent.	Daily	Calculation
Calculate Chemicals	Calculate treatment chemicals used daily.	Daily	Calculations
Chemical Adjustment	Adjust chemicals based on lab testing results.	As Needed	Chemical Adjustments
Daily Labs	Perform lab on chlorine, fluoride, orthophosphate, iron and manganese.	300	Labs
Well House	Inspect daily, take readings, drawdowns, and pump runtimes.	63	Inspections



NaMnO4 or Sodium permanganate is used to remove manganese and radium in raw water. Chlorine, Fluoride and Orthophosphate is added to the finished water when leaving the facility.

**Water Treatment Facility, Lab results**

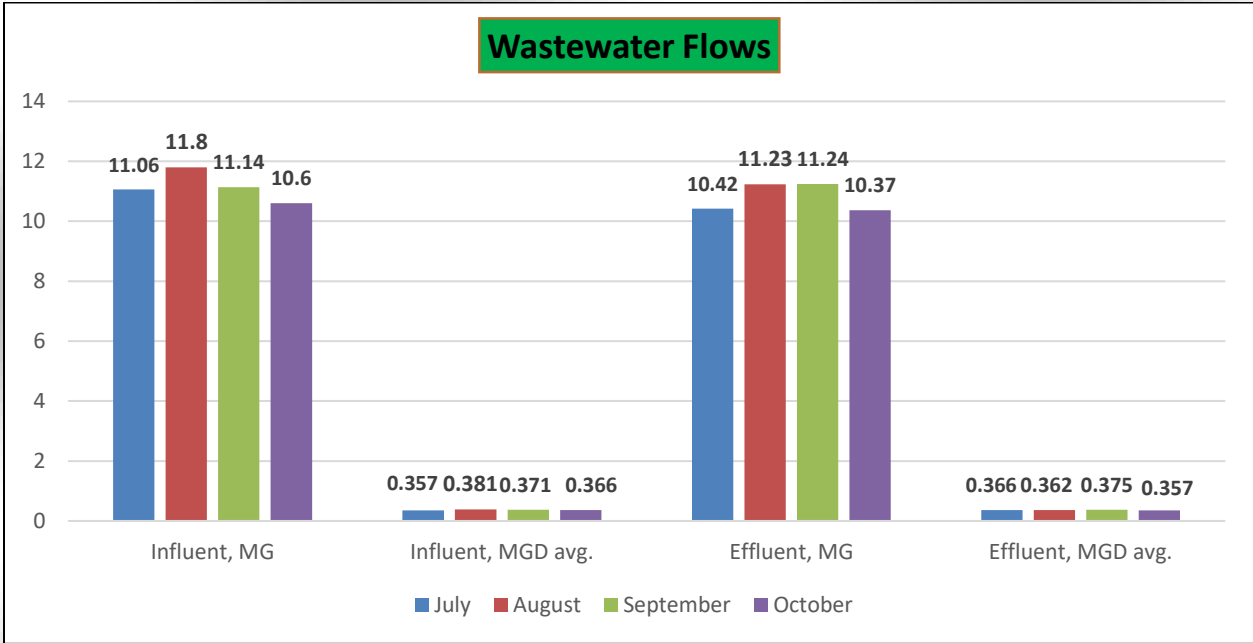
Average Chlorine	.68	Mg/l
Average Raw Iron	1.04	Mg/l
Average Raw Manganese	.078	Mg/l
Average Fluoride	.71	Mg/l
Iron Removal	98	%
Manganese Removal	87	%

**Drought Summary:** As expected, in August the Minnesota Department of Natural Resources issued a Drought warning for our watershed. We were required to implement water conservation measures that were more restrictive than our current alternating watering schedule. As you can see by the pumping totals graph above, we did have a downward trend in our pumping totals. Even with all the rain we received in September and October, the St. Francis area is still classified to be in a moderate drought.

**Minnesota Department of Health-Related Items:**

**Lead and Copper Samples:** As you may recall, in July staff had to collect twenty Lead and Copper samples for analysis. The results came back favorable, as we did not exceed the action level for either Lead or Copper.

### Wastewater Treatment Facility



Task	Description	Quantity	Units
Monthly Sampling	Perform required monthly sampling: 8 Influent (29 Constituents); 8 Effluent (50 Constituents); Monitoring Wells (25)	216	Constituents
Operational Hours	Hours spent at facility.	496	Hours
Inspect Operations Building	Daily inspection of building.	63	Inspections
Inspect Pre-treatment Building	Daily inspection of building.	63	Inspections
Inspect Tertiary Building	Daily inspection of building.	63	Inspections
D.O Readings	Take Required D.O Readings.	123	D.O Readings
pH Readings	Take Required pH Readings.	123	pH Readings
Inspections	Inspect 8 lift stations daily and calculate pump runtimes.	984	Lift Station Inspections
Daily Lab	Process Control Test	216	Tests



**Facility Report: Wastewater Treatment Facility, Lab Results.**

	Influent TSS	231	Mg/l
<b>Limit: (15 mg/l)</b>	Effluent TSS	2.4	Mg/l
<b>Limit: (85 %)</b>	<b>TSS % Removal</b>	<b>98</b>	<b>% Removal</b>
	Influent CBOD	221	Mg/l
<b>Limit: (15 mg/l)</b>	Effluent CBOD	1.2	Mg/l
<b>Limit: (85 %)</b>	<b>CBOD % Removal</b>	<b>99</b>	<b>% Removal</b>
	Influent Phosphorus	4.9	Mg/l
<b>Limit: (1 mg/l)</b>	Effluent Phosphorus	0	Mg/l
	<b>Phosphorus % Removal</b>	<b>100</b>	<b>% Removal</b>
	Influent Ammonia Nitrogen	29.1	Mg/l
<b>Limit: (Seasonal) 1.4 mg/l</b>	Effluent Ammonia Nitrogen	0	Mg/l
	<b>Ammonia Nitrogen % Removal</b>	<b>100</b>	<b>% Removal</b>

**Daily Tasks:**

Locates	Process Locate Requests	345	Utility Locate Requests
Water/Sewer Connections	Inspect Water and Sewer	5	Inspections
Water Miscellaneous	Work Orders: Meter Inspections	0	Work Orders

**Bethel Wastewater Operator Update:** Staff continues to work with and train the new operator in Bethel. He will be taking his wastewater exam In December and is working with Minnesota Rural Water Association (MRWA) with test prep. Public Works has notified the City of Bethel that as of February 1<sup>st</sup>, St. Francis will no longer provide contracted wastewater operator services. Notification was done now to provide enough time for Bethel to find alternative services, should the operator not pass his test. Should he fail, the operator has to wait ninety days until he can re-take his exam.

**Working on all kinds of different projects.**

**Water Treatment Facility:**

Staff completed some well-needed aesthetic maintenance at the Water Treatment Facility. The doors in the picture below are for the chemical rooms (treatment aids). They were starting to look unsightly. The paint was starting to peel and the decals were starting to fade and peel from the door. The decals are required and make emergency personal aware of the potential hazard and chemicals in each room.

Before



After

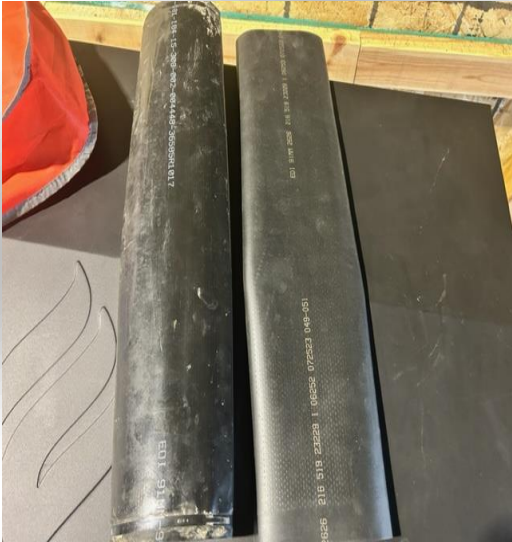


Staff did a really nice job! They also took care of some other Aesthetic issues that turned out great!

### Wastewater Treatment Facility Projects...

#### Wastewater Treatment Facility: Aeration Membrane Replacement

Due to the continuous usage and the environment they are in in, replacement of the rubber membranes is recommended at intervals of 5-6 years. There are 64 diffusers in this basin 1a and 64 in the basin 1b that were changed out this fall. Next year, the remaining 256 membranes will be replaced during tank alternation and cleaning. With staff doing this work on the three basins, and not the manufacturer, it is roughly a \$36,400 savings!



This is what the membranes look before installation. Essentially, they are perforated rubber that diffuses the air supply allowing for a uniform treatment.



The picture to the right is the diffusers with the membranes installed and diffusers without.

**Bio Solids Processing:**



Fergus power pump processed about 900,000 gallons of liquid to produce about 300 tons of dry solids. The solids are pressed for a couple reasons, but the biggest reason is transportation. If a tanker transported the liquid for land application, it would take about 140 truckloads. By pressing the liquid to a solid, it only takes about 20 dump truck loads and costs a lot less.



The picture above is the pressed bio solids. Either this fall or next spring, the solids will be hauled away and land applied.

**Other Wastewater Treatment Related Items:**

- **Pre-treatment equipment maintenance:** This work included oil changes on two fine screens, one grit mixer. We did have an electric motor fail on the mixer. It was repaired and is back in service.
- **Aeration tank mixers:** Routine maintenance on two mixers.
- **Chlorides:** Staff has been meeting with our Wastewater engineer to discuss chlorides. In 2025, St. Francis will be imposed a 354 mg/l limit monthly average. Our current average is roughly 290 mg/l. Staff and our wastewater engineer are discussing different options on how we can remain below that limit.

**The Definition of a Cross Connection!**

Thank you to our Building Official for finding this cross connection. The picture below is a driven well, that has a pump used for irrigation. The supply line from that pump is connected to the potable water line coming from the house. Even with the backflow device and valves, this is not allowed and is a potential contamination source to our potable water supply. If the valves were left on, and the backflow device failed, back-siphonage or backflow could occur.





After contacting the homeowner, the necessary repair was made to correct the issue.

**The New Addition to the Fleet**



Our new crane truck arrived and by all accounts, has not disappointed! The picture above is a staff training session and putting it to the test, pulling our largest pump. And it passed with flying colors!

**Staff Recognition Time...**

**We have a new Class B driver.**

Wyatt recently passed his class B drivers test, which now allows him to drive the big trucks. If he was only happier about it 😊! Since being hired, not only did he pass his commercial driver test, he has also passed his Class D wastewater license. Both were conditions of employment and he completed each of them. Great Job, Wyatt!



**Truck or Treat....**

Staff had a tremendous time hosting the Public Works Open House! It was great to see local families bring the kiddos dressed up in all different kinds of costumes and have a good time! The loader was a big hit with the kids and even some of the adults being able to climb into the cab and look around.



Hats off to John for suggesting the idea and having some fun in the process!

Hopefully, next year's event can be even bigger!

Thank you!

# Streets and Parks 3rd Quarter Report

## Report Highlights



Public Works Open House



245th Culverts



Dellwood Trail Shoreline Restoration



We are pleased to present the streets and parks 3rd quarter report. As we reflect on the past quarters achievements, challenges, and milestone, its evident that our collective dedication and hard work continue to drive our organization foward.



# Public Works Open House



## MAILBOX AND GARBA DISPLAY

Agenda Item # 11A.



This image shows how far the plow truck has to swing out when the garbage cans are left out in the street. This causes a lot of unplowed snow in the street.



Fun Fact: The garbage truck arm is able to reach 9 feet.



Thank you John and Nate for showing off your costumes!

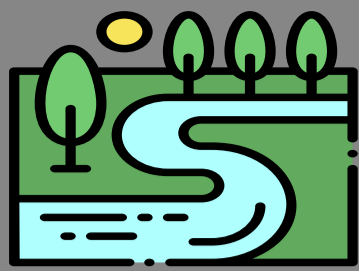
We had about 90 kids and 150+ Adults!

## Name The Snow Plow



The winning name for the snow plow is **SNOW FORCE ONE**





Agenda Item # 11A.



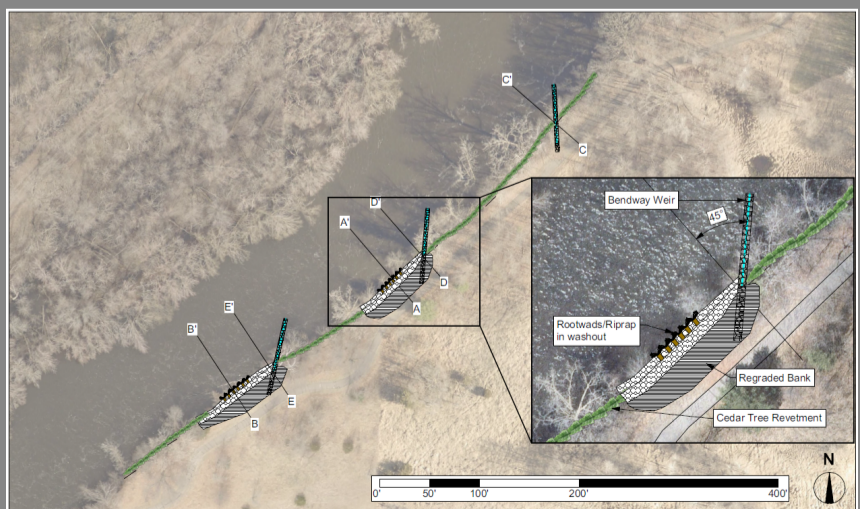
# 245th Ave Culverts

This past summer, the City of St. Francis and Stanford Township signed a shared road agreement. This allows the two entities to work on projects together. The first order of business was to tackle a much overdue project of three rotting culverts in the Seeyle Brook. These culverts over the years have slowly deteriorated causing failure of the road.



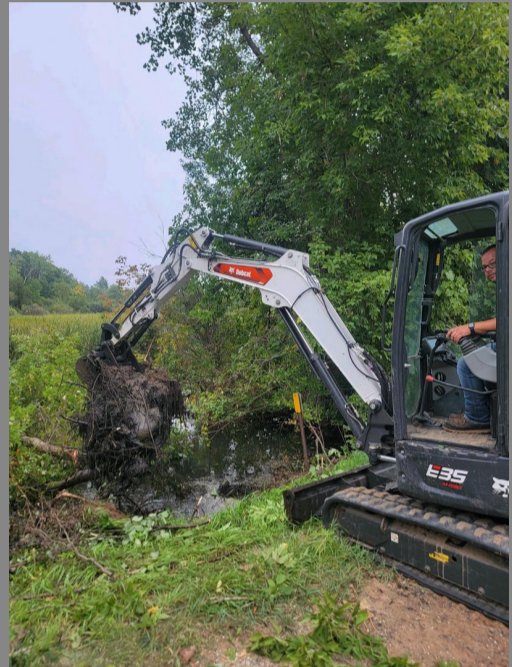
# Dellwood Trail

For a few years now the Rum River has been slowly eroding away the bank on portions of the Dellwood Trail. During a Storm water collaboration meeting it was brought to our attention that the Anoka County Conservation District (ACD) was looking for potential projects along the Rum River. In 2020, the ACD met with the city out on site, and it was determined that the site met all the qualifications. In 2022, the city partnered with the Anoka Conservation District to come up with a solution to stabilize the eroding bank along the Dellwood Trail. 85 percent of the cost of this project was grant funded and the city paid for the other 15 percent.



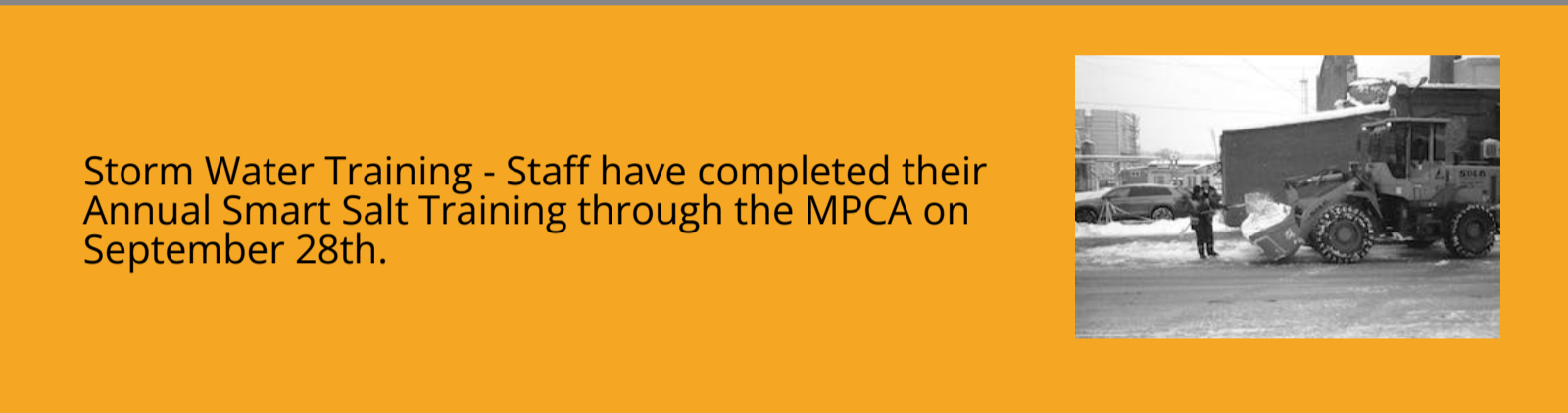


Photos to the left are a drain tile project at the waste water plant to improve drainage and make it easier for mowing. The photos to the left are culverts being dugout. These culverts were plugged with debris and trees.





# Stormwater



Storm Water Training - Staff have completed their Annual Smart Salt Training through the MPCA on September 28th.



- Staff completed 10 site inspections and approvals of erosion control plans.
- Staff is now handling inspections for the New City Hall Fire Station Site.

## **Rum River Boulevard Swale Stabilization Project**



Staff worked with the St. Francis Area Schools, the Anoka Conservation District, and Anoka County to correct the long-standing storm water erosion problem on Rum River Blvd in the ditch next to the high school football field.

## Community Development

### Quarterly Report of July - September 2023

#### Economic Development

##### **Bridge Street Corridor:**

- The City Hall/Fire Station had its groundbreaking ceremony! This building will hopefully serve as a catalyst for development on the corridor.
- Staff met with entrepreneurs interested in the East Shop Site and started some preliminary conversations around a concept.
- The outdoor storage on the corner of Bridge Street and Butterfield was cleaned up for use of the lot as parking for the dental office. The parking was approved as an interim use with the goal that one day the entire site will be built with the buildings along the street. The removal of the outdoor storage has already been a large improvement for the corridor.
- Staff discussed the development potential of the Rum River Inn with a number of interested parties. All are concerned about the condition of the property for the purchase price. Staff assembled a property guide to help interested investors understand the development and funding options between preserving or demolishing the building.
- The EDA entered into a Memorandum of Understanding with a developer exploring the potential of an apartment building at 3731 Bridge Street. An apartment building would provide much needed high-quality rental housing to the City, and an influx of residents to support the Bridge Street commercial district.



##### **Hwy 47 Corridor:**

- Vista Prairie Senior Living project continues to pursue construction for the senior housing. The building permit was approved in the third quarter, and they are ready to start construction once they have financing secured.
- For the Patriot Parkway project, staff continue to work with the interested developers to

assemble a plan for the road construction. Given the current stage of planning of the developers, the timeline required for public bids and overall cost of the road, the project will be pushed into future years.

- Autozone was approved to build a new store on HW-47 just north of the St. Francis Bottle Shop. This will help fill out the commercial district on HW-47.

### Farmers Market

- The Farmers Market finished out its inaugural season! The market had great attendance by community members during the season with around 150 - 200 visitors coming each week. The attendance did start to reduce as the school year started and families became too busy to come to the market.
- The vendors all had good feedback on the market and expressed interest in coming back next season.
- In total, 19 vendors are registered with about 8 – 9 vendors being present each week. Additionally, most weeks a community partner was also present including, but not limited to, the St. Francis Area Chamber, Early Childhood education, and UMN Turf Grass Institute.



- This project supports local entrepreneurs who are starting to create and sell goods. Of the 19 registered vendors, 6 of the vendors live in St. Francis, and this market is their first place selling their products. This was one of the key goals of the market as an economic development tool.

### Chamber of Commerce

- Staff have remained active in the Chamber with Jodie Steffes serving as the primary City liaison including attending meeting, partnering on business visits, and volunteering at events.

### Events

- Staff attended an event with the Minnesota Real Estate Journal on North and West Suburban Development. Staff met a few developers who may be interested in projects in St. Francis

and learned about current trends in the market area. In general, access financing was the largest concern in the development field. Many cities shared that they are looking into ways to offer creative subsidy or financing options to try to help with this trend. The housing market is still considered strong with high demand with shrinking household size and high quantities of people being “over housed” due to lack housing choice and variety.

## ST. Francis Economic Development Authority

The SFEDA held one meeting in the third quarter to discuss and approve entering into a Memorandum of Understanding (MOU) with an apartment developer for the 3731 Bridge Street property. The MOU gave exclusive negotiation rights to Northshore Development Partners to discuss the property with the City for 180 days. In that time, the development group would put together financial analysis for the site and complete preliminary site testing. Northshore has assembled a proforma for the project, and there is a sizable gap between revenue and expenditures. They are looking for ways to fill this gap with alternative sources.

## Land Use Development

Staff maintain an ongoing list of all of the platted vacant lots in the City to identify potential future growth and help direct interested builders to areas of the City. To date, there are an estimated 53 lots remaining with water and sewer connections and 31 lots remaining that would be on private well and septic.

## Residential Development

The following developments or construction projects are currently under review:

- 1. Bluffs of Rum River** - The Preliminary Plat, Comprehensive Plan Amendment, and rezoning for the Bluffs of Rum River project was completed in 2022. This development will provide 302 additional housing units including single family, villas, townhomes and an apartment building. The property was listed for sale in the third quarter due to lack of financing with the initial development group. The agents have had some promising leads and expect the project will proceed in 2024.
- 2. Eagle Point/Vista Prairie - Senior Living Project** – This project completed its final platting and site plan approval process in 2022. Construction was delayed due to lack of access to financing. The building permit was approved in the third quarter, and they are ready to start construction once they have financing secured.
- 3. Rivers Edge Development** – Construction of the 6<sup>th</sup> addition continued in the third quarter, and most new construction in the third quarter was permitted in this area. The approval of the 7<sup>th</sup> addition preliminary plat was extended until October 3, 2024. The 7<sup>th</sup> addition is mostly larger lots due to requirements for the Rum River overlay district, and the developer shared that current market demand is for smaller, lower maintenance lots.
- 4. Serenity at Seelye Brook** – The Planning Commission and City Council approved a preliminary plat of a four-lot subdivision off of Seelye Brook. The final plat is anticipated in the fourth quarter.



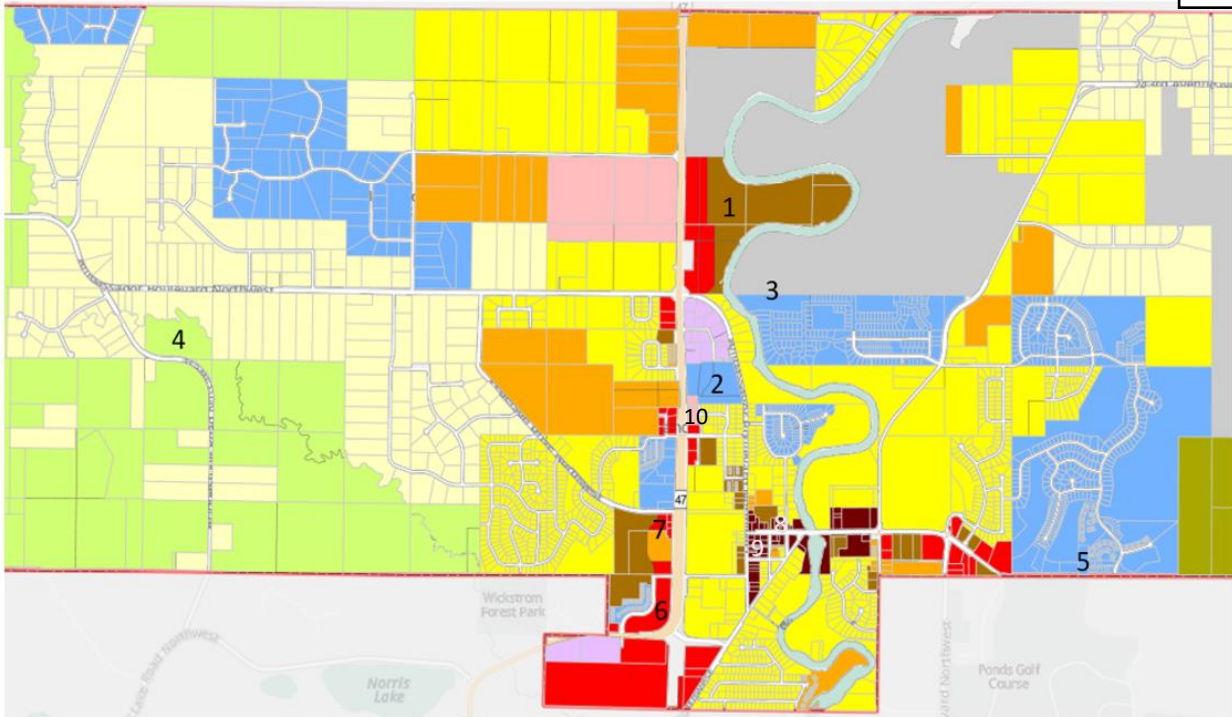
5. **Turtle Ponds 6<sup>th</sup> Addition** – The City Council approved the subdivision, rezoning, and comprehensive plan amendment a 7-unit subdivision of detached townhomes to serve as a continuation of the Turtles Ponds 4<sup>th</sup> Addition.

Agenda Item # 11B.

## Commercial Development

The following developments or construction projects are currently under review:

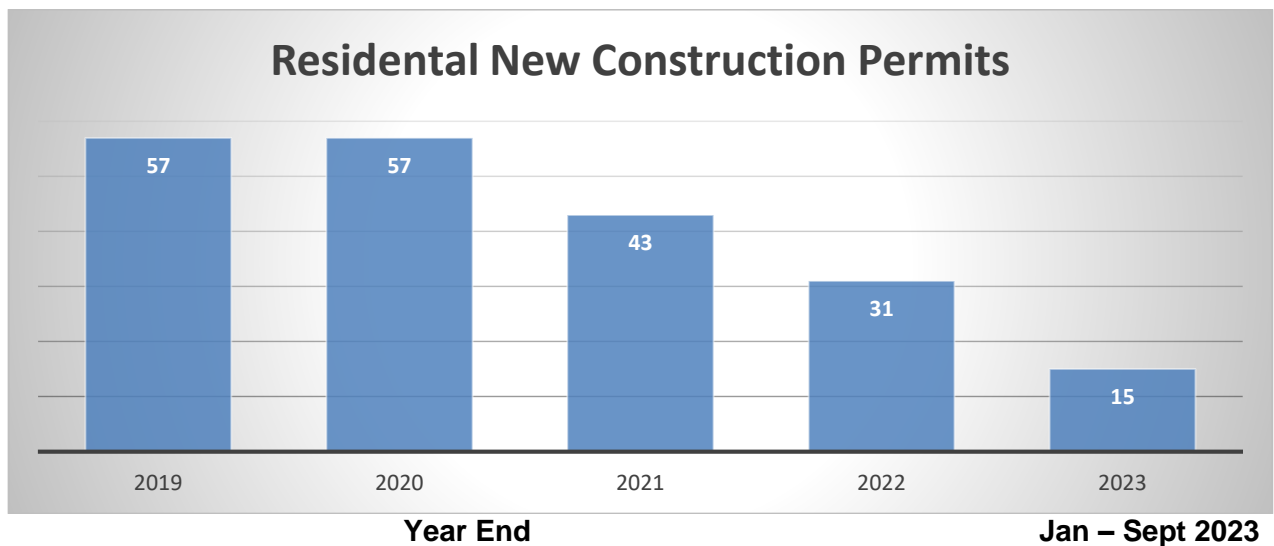
6. **Dollar General** – Construction started on the Dollar General on HW-47, and it is expected to be complete by the end of November. The rest of the corner is still for sale.
7. **Patriot Parkway** – In 2022, staff executed a contract with First Baptist Church to develop a new road, create 3 to 4 commercial lots, and create a new lot for high density residential. Staff continued conversations with the church and interested developers through the third quarter. Given the current stage of planning of the developers, the timeline required for public bids and overall cost of the road, the project will be pushed into future years.
8. **Dental Office** – St. Francis Dental decided to delay the expansion of their office and instead expand their parking area first. The construction started, and the outdoor storage on the lot has been removed.
9. **City Hall/Fire Station** – The City Hall held its groundbreaking ceremony. This site is the first, new construction to project to use the design standards for Bridge Street.
10. **Autozone** – Autozone received land use approval in the third quarter to building a new store at PID:32-34-24-23-0039 north of the Bottle Shop. The access to the store will be off of Aztec, and the access to HW-47 will be closed. The project quickly submitted for a building permit, and they are expecting to start construction in 2024.



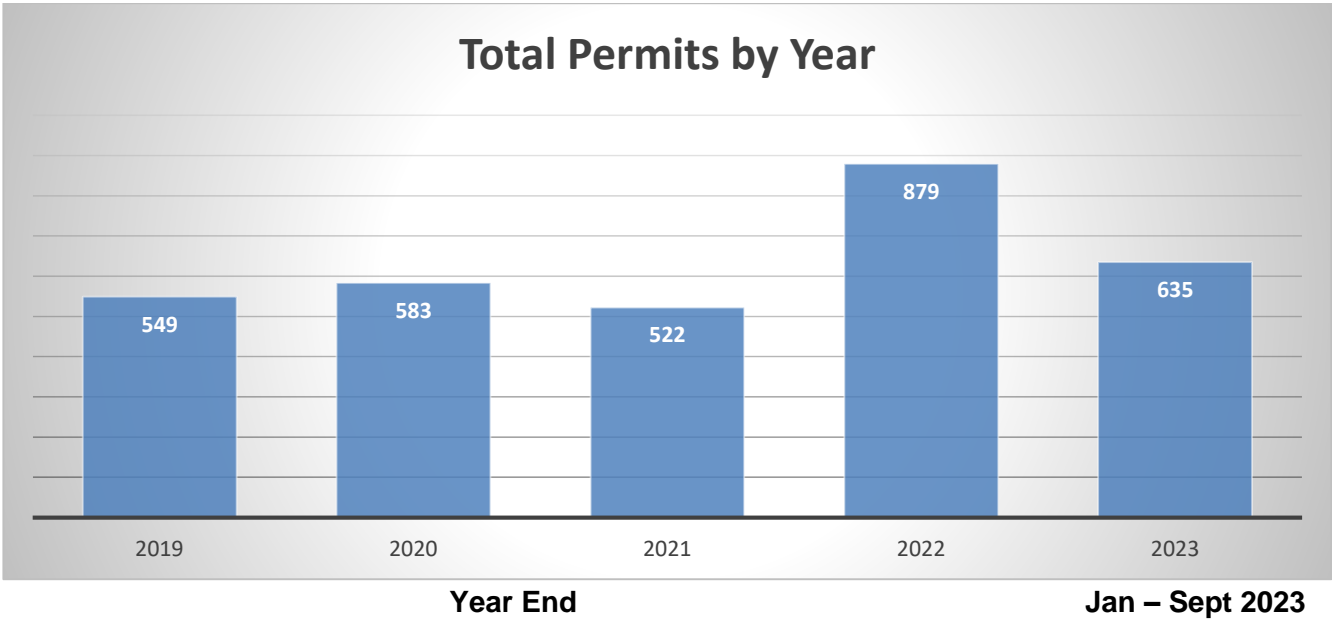
**Building Department**

The City issued 5 new construction permits in quarter 3 of 2023 with a total of 15 new construction permits being issued so far in 2023. This total is behind the Q3 total in both 2021 and 2022 which were 35 and 28, respectively. Staff believe this reduction is due to both market influence of increased in interest rates and construction cost and the City’s lack of buildable lots.

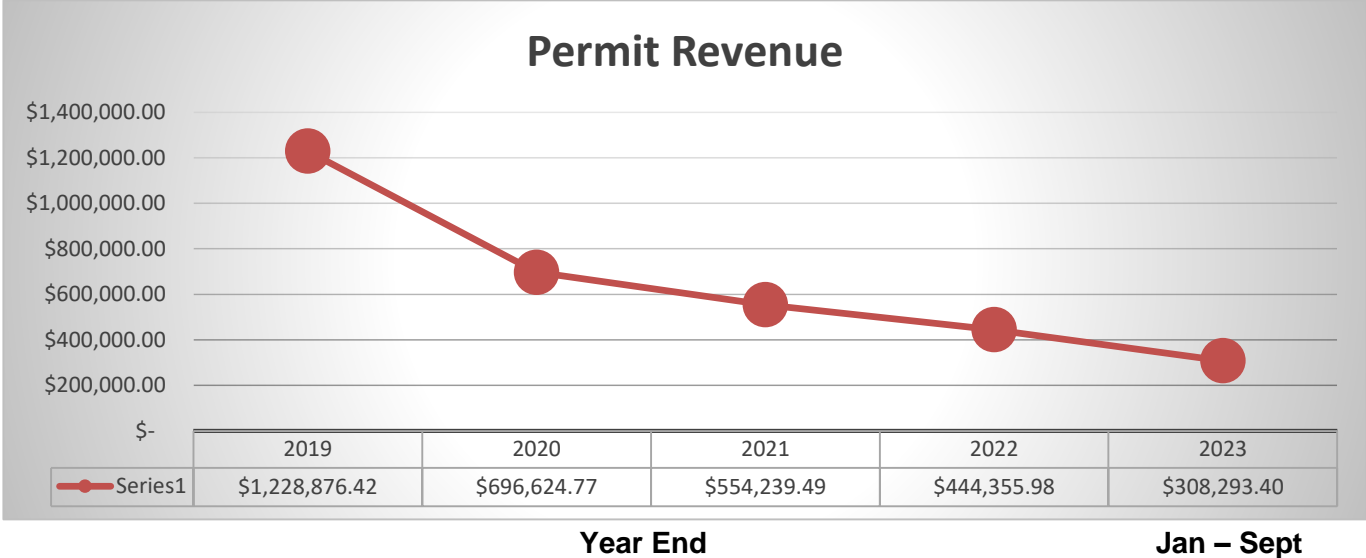
Below identifies the number of new permits for the third quarter compared to year end totals for the previous four years.



The City has processed 635 permits to date. Approximately 94% of these permits were residential and 85% were over-the-counter permits with a flat fee such as reside, roofs, etc.



Permit revenue is based on both over-the-counter permits 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. Additionally, Commercial and Septic permits are under contract with Metro West Inspections.



**Code Enforcement**

Staff continue to respond to code enforce complaints with 44 properties being in active code

enforcement this year. The most common violation has transitioned to work without a permit, a problem for both the City Code and State Building Code enforcement. It is important for work to be done with a permit to ensure it meets building safety standards and the City Code requirements are administered evenly to residents.

Staff have been working on two large code enforcement cases. One is on Partridge Street, and the property has significant City Code violations regarding outdoor storage and junk/debris. This property owner worked with staff to create a clean-up plan and received an extension from City Council in Q3. To date, the property has met the requirements of each interim checkpoint.

The other large case is on University Ave with violations for parking, junk/debris, rental, home occupation, and unfit living quarters. Despite multiple attempts, staff were not able to contact the property owner in the third quarter.

**Rental and Vacant Program**

All rental licenses for addresses ending in odd numbers were up for renewal this year. As of the end of the third quarter, 23 rentals were registered. The registration process has taken longer this year than previous years because properties were not inspected during the COVID-19 pandemic, so most properties had multiple corrections to complete. The rental program is primarily coordinated by Jodie Steffes with inspections being conducted by Phil Dahlheimer.

The City has 3 reported vacant buildings, including the Rum River Inn. The property was emergency secured by the City to prevent easy entry to the building in 2023. The property is now listed for sale, and staff have talked to a few interested parties.

**Planning Commission**

The PC met in August and September in the second quarter. July was cancelled due to not having any applications to review.

In August, the Planning Commission recommended approval of the preliminary plat and lot width variance of the Serenity at Seelye Brook project. The plat presented four single family lots, and no members of the public spoke at the hearing. In this meeting, they also recommended approval of a new Autozone on the vacant lot north of the Bottle Shop (PID: 32-34-24-23-0039). The Autozone required a reguiding and rezoning to General Business from Business Park. The site was originally zoned for Business Park because vehicular access to the site is limited. However, the access is able to accommodate traffic associated with a retail use.

In September, the Planning Commission recommended approval of a CUP amendment for the Minnetonka Game & Fish Club and an ordinance amendment for Gun Club standards. The Club would like to add more shooting bays, redo the driveway, plan to sites for future building, and improve stormwater drainage. No members of the public were spoke at the public hearing, and both applications were recommended unanimously.

**Administrative**

- **BS&A Transition**

The most significant change in the third quarter has been transitioning to the BS&A software system. Nearly all aspects of the Community Development teams’ work changed dramatically

with the new system. The BS&A software now manages permits, inspections, plan review, code enforcement, rental/vacant registration, land use applications, payment processing, etc. Overtime, this system will create significant work improvements and more clarity on single property record.

The team has fully embraced this transition and continues to find new ways to use the software every day. A huge thank you to:

- Lisa for quickly becoming the team's "go-to" person for all things permits and scheduling inspections.
- Phil for seamlessly transitioning all inspections to the system and looking for ways to increase efficiencies.
- Jodie for taking on all aspects of the software and being patient when figuring out all of the little quirks in how things are different between code enforcement, rentals, permits, planning, etc.
- Public Works, specifically Jen Gulbrandson, for learning how the system can be used to support the public works permit processing, review, and inspections process.
- City Council for investing in this system to improve work efficiencies and customer service.