



CITY COUNCIL REGULAR MEETING

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

Monday, August 19, 2024 at 6:00 PM

AGENDA

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL OF AGENDA**
- 4. CONSENT AGENDA**
 - A. City Council Minutes - August 5, 2024
 - B. City Council Special Meeting Minutes - July 29, 2024
 - C. Police Department Policy Manual
 - D. Approve Policy and Training Agreement- Lexipol
 - E. Hiring Part-Time Firefighter- Contingent
 - F. Stahl Construction – Pay Applications No. 11 – Labor & Material
 - G. 2025 HVAC Contract
 - H. Acknowledgement to Conduct a Raffle
 - I. Accept Resignation of Accounting Tech/Deputy Clerk Natalie Santillo
 - J. Payment of Claims
- 5. MEETING OPEN TO THE PUBLIC**
- 6. SPECIAL BUSINESS**
- 7. PUBLIC HEARING**
- 8. OLD BUSINESS**
 - A. Rivers Edge 7th Addition PUD Amendment – 2nd Reading
*Ordinance 332 amending the Rivers Edge Planned Unit Development
Resolution 2024-30 authorizing summary publication of Ordinance 332*
- 9. NEW BUSINESS**
 - A. Compensation Study Overview
 - B. Job Description Updates
- 10. MEETING OPEN TO THE PUBLIC**
- 11. REPORTS**
- 12. COUNCIL MEMBER REPORTS**
- 13. UPCOMING EVENTS**
- 14. ADJOURNMENT**

Join Zoom Meeting
<https://us02web.zoom.us/j/86043027510?pwd=obrY96NGRTtvGIHQHTJUratJnVxRv9.1>
 Meeting ID: 860 4302 7510
 Passcode: 7HJfsb

 One tap mobile
 +13017158592,,86043027510#,,,,*250054# US (Washington DC)
 +13052241968,,86043027510#,,,,*250054# US

 Dial by your location
 • +1 301 715 8592 US (Washington DC)

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

Meeting ID: 860 4302 7510

Passcode: 250054

Find your local number: <https://us02web.zoom.us/j/k59NDgBx3>

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA

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

August 5, 2024

6:00 p.m.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

2. ROLL CALL

Members Present: Mayor Joe Muehlbauer, Councilmembers Kevin Robinson, Crystal Kreklow, and Mark Vogel.

Also present: City Administrator Kate Thunstrom, Deputy City Administrator/City Clerk Jenni Wida, Community Development Director Jessica Rieland, Deputy City Clerk Natalie Santillo, Assistant City Attorney Dave Schaps (Barna, Guzy & Steffen), Fire Chief Dave Schmidt, Finance Director Darcy Muvihill, City Engineer Craig Jochum (Hakanson Associates, Inc.), Police Chief Todd Schwieger, and City Planner Beth Richmond (HKGi).

3. APPROVAL OF AGENDA

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

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

Nays: None

Motion carries: 4-0

4. CONSENT AGENDA

- A. City Council Minutes - July 15, 2024
- B. Authorization Not to Waive Statutory Liability Limits
- C. DNR Realf Grant Project – Pay Estimate No. 1
- D. Police Department Policy Manual
- E. Withdraw Contingent Offer Part-Time Firefighter
- F. City Hall / Fire Station Appliances
- G. City Hall Fire Station Furniture
- H. Authorization to Purchase Mobile Radio
- I. Acknowledgement to Conduct a Raffle
- J. Change Orders – City Hall / Fire Station Project
- K. Turtle Ponds Revised Development Agreement
- L. Payment of Claims

Mayor Muehlbauer requested the removal of item A as new Councilmember Vogel was not present at this meeting.

MOTION BY: MAYOR MUEHLBAUER SECOND: VOGEL APPROVING THE REGULAR CITY COUNCIL CONSENT AGENDA ITEMS B-L.

Robinson shared that Consent Agenda items are items that they do not need to spend much time discussing at Council meetings; however, they still mean something. He thanked Staff who worked on all of these items, specifically items F and G for City Hall Fire Station items. He noted that these items are budgeted for and Staff worked hard to save money on these items.

Vogel asked where the appliances that are being purchased for the City Hall Fire Station will be used and if they have existing appliances that they would be able to reuse in the building. City Administrator Thunstrom explained that the new building will have a break room for Staff, a break room for the firefighters, and a small kitchenette off of the Council chambers. She said all new refrigerators are being purchased as they only have one small refrigerator at City Hall currently and it also has mechanical problems. She noted that all of the other appliances would be new as they do not currently have them in City Hall.

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

Nays: None

Motion carries: 4-0

MOTION BY: ROBINSON SECOND: KREKLOW APPROVING THE REGULAR CITY COUNCIL CONSENT AGENDA ITEM A.

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

Nays: None

Abstain: Vogel

Motion carries: 3-0-1

5. MEETING OPEN TO THE PUBLIC

Hunter Carlson, 23563 Marigold Street, came forward to discuss the leash law that they have in St. Francis and how it compares to other cities in the surrounding area. He shared that in St. Francis, dogs must be on a leash and the dog must be reactive to the word 'heel' which is not a word that is used in any other city's leash law.

Mayor Muehlbauer asked what the main purpose is for bringing this forward. Mr. Carlson stated that the law containing the word 'heel' is much more restrictive as compared to other cities. He added that the 6-foot leash requirement is also more restrictive than other, more populous cities. He asked that they make this leash law not as restrictive.

Robinson asked when they last updated the leash law. Thunstrom shared that she is not sure how old the leash law is. She noted that this would typically be updated by the Police Department.

Police Chief Schwieger explained that the leash law is similar to what it has always been. He noted this is pretty typical language; however, they could discuss updating this if there was interest.

Robinson said this would be worth talking about at an upcoming Work Session.

6. SPECIAL BUSINESS - NONE

7. PUBLIC HEARINGS

A. CIP 2025-2029 Hearing and Approval

Finance Director Mulvihill reviewed the Staff report in regard to the CIP for 2025 to 2029.

Mayor Muehlbauer opened the Public Hearing at 6:12 p.m.

No one came forward to address the Council.

Mayor Muehlbauer closed the Public Hearing at 6:13 p.m.

Robinson shared that he has already had his questions answered by Mulvihill.

Vogel asked about the street fund cash flow and he said that 2025 and 2026 are outliers on the total liabilities and fund balance. Mulvihill explained that they accumulate money then they use it all in one year so those years are when they will be accumulating the money for future projects.

Mayor Muehlbauer noted that there are certain funds that go up every year. He asked if there is a cap on these funds or a reason that it continues to go up every year. Mulvihill shared that there will be a point when they have enough funds to cover everything, and they will not need to continually increase the amount. She said they want to take the increase slowly to build up which is why they are seeing an increase every year.

Vogel asked if they had a fund that would set money aside to build a new City Hall every 50 years. Mulvihill said they have not funded that yet as residents are already funding the new City Hall and it would be hard to double this to have them start paying for the next City Hall. He shared that she hopes that the building fund will start to accumulate more funds as they go on and they will not have to put some much money into maintenance.

Robinson asked if they had consolidated a retired bond and rolled the money back into the general fund in the past. Mulvihill explained that they were able to redo some bonds and got better rates in the past.

MOTION BY: ROBINSON SECOND: VOGEL APPROVING THE 2025-2029 CIP.

A roll call vote was performed:

Mayor Muehlbauer aye
Councilmember Vogel aye
Councilmember Robinson aye
Councilmember Kreklow aye

Motion carried: 4-0

B. Rivers Edge 7th Addition

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

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

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

Development Agreement for Rivers Edge 7th Addition

Planning Manager Richmond reviewed the Staff report concerning a PUD request, a vacation of easement request, a final plat, and the Development Agreement for the Rivers Edge 7th Addition. She shared the Planning Commission's recommendation of approval for the PUD request.

Mayor Muehlbauer opened the Public Hearing at 6:28 p.m.

Hunter Carlson, 23563 Marigold Street, came forward and asked about the road that was originally planned to run through this area. Thunstrom explained that this area was in the County right-of-way, and it was never intended to be a road. She said it was a temporary access and went away once this development went through.

Mr. Carlson said that this area has gotten very hectic with the addition of the neighborhood and a road would have been a great addition to the plan.

Mayor Muehlbauer closed the Public Hearing at 6:30 p.m.

MOTION BY: KREKLOW SECOND: VOGEL TO ADOPT THE 1ST READING OF ORDINANCE 332 AMENDING THE RIVERS EDGE PUD TO INCLUDE 2.5 ACRES OF LAND AND TO ALLOW 6' SIDE YARDS SETBACKS FOR VILLA LOTS.

A roll call vote was performed:

Mayor Muehlbauer aye
Councilmember Vogel aye
Councilmember Robinson aye
Councilmember Kreklow aye

Motion carried: 4-0

MOTION BY: ROBINSON SECOND: VOGEL TO ADOPT RESOLUTION 2024-28 APPROVING THE VACATION OF THE DRAINAGE AND UTILITY EASEMENT OVER OUTLOT B OF THE 5TH ADDITION OF THE RIVERS EDGE SUBDIVISION.

A roll call vote was performed:

Mayor Muehlbauer aye
Councilmember Vogel aye
Councilmember Robinson aye
Councilmember Kreklow aye

Motion carried: 4-0

MOTION BY: ROBINSON SECOND: VOGEL TO ADOPT RESOLUTION 2024-29 APPROVING THE FINAL PLAT AND PLANS OF THE 6TH ADDITION OF THE RIVERS EDGE SUBDIVISION WITH CONDITIONS AND FINDINGS OF FACT AS PRESENTED BY STAFF.

A roll call vote was performed:

Mayor Muehlbauer aye
Councilmember Vogel aye
Councilmember Robinson aye
Councilmember Kreklow aye

Motion carried: 4-0

MOTION BY: VOGEL SECOND: ROBINSON TO APPROVE THE DEVELOPMENT AGREEMENT FOR RIVERS EDGE 7TH ADDITION.

A roll call vote was performed:

Mayor Muehlbauer aye
Councilmember Vogel aye
Councilmember Robinson aye
Councilmember Kreklow aye

Motion carried: 4-0

8. OLD BUSINESS - NONE

9. NEW BUSINESS

A. 3503 Bridge Street Concept Review

Richmond reviewed the Staff report in regard to the concept review for 3503 Bridge Street.

Kreklow shared that she does like the concept as proposed. She said she looks forward to seeing more details come forward.

Robinson asked the applicant to come up and share more details on this project.

Jeff Weaver, The Weaver Bros Co., came forward and shared that they run a small family business and have been in the area for over 60 years. He explained that they have done lots of work in downtown Anoka and they would like to bring the same concepts they used there into St. Francis. He noted that they would take a phased approach to this project.

Robinson shared his concerns with the parking along Bridge Street which could create a visual barrier. He noted that he likes the idea of the apartment buildings as there is a current need for apartments in town. He emphasized his desire for some trails and natural areas as a part of this project.

Vogel asked what the apartments would look like. Mr. Weaver shared that they do not have any units that would be subsidized housing units and they would all be market rate.

Vogel asked how tall these buildings would be. Richmond said they would likely be three or four stories.

Mayor Muehlbauer stated he loves the idea of the apartments and the commercial aspect. He noted that the list of exceptions were kind of crazy. He said he is still up in the air on how he feels about this development and how critical it is to keep the feel that they were going for in this area. He said that he loves this idea of this development being here; however, he is just not sure about the layout. He explained that they have put a lot of time and effort into the design and vision of Bridge Street.

Robinson asked if it would be possible to turn the retail section of the development 90 degrees. Mr. Weaver shared that this would take away the visibility which is a big piece of this puzzle.

Robinson asked if they will have parking on both sides of the building. Mr. Weaver shared that the parking on the north and west would be for the apartments and the other parking in the southeast corner would be for the commercial buildings.

Robinson asked when they would like to know for sure whether or not the City is interested in this concept. Mr. Weaver said he can be patient; however, they are going to get to a point where they need to start spending money to get this process started and they do not want to do that until they know the interest of the Council. He added that there is also a lot of site preparation that will need to be done in this area.

Robinson noted that he would like some additional time to discuss this before making a decision. He added that he would like to get Udvig's feedback on this as

well.

The Council added this item to the Work Session on August 12, 2024.

10. MEETING OPEN TO THE PUBLIC

Hunter Carlson, 23563 Marigold Street, shared that he thinks it would be a great idea for the Council to look at The Weaver Bros development in Anoka to get an idea of what the development here could look like. He added that he thinks the green space is a great idea.

11. REPORTS

A. Fire Department Monthly Report - June

Fire Chief Schmidt reviewed the Fire Department report for the month of June. He shared that there was an increase in response time to eight minutes and six seconds on average; however, it is still under their goal of ten minutes or less. He noted that there was an increase in calls for service with a total of 64 calls, including 38 EMS calls and 26 fire calls. He added that there was a significant increase in the number of firefighters responding to each call to an average of 7.3. He shared that there were two ambulance response times over 20 minutes for the month. He stated they conducted six initial fire inspections and five reinspections.

The Council thanked Schmidt for his report and the great work done by him and his Staff.

B. Public Works Quarterly Report - 2nd Quarter

Thunstrom shared that Public Works Director Carpenter was not able to make it this evening as he is under the weather. She noted that if the Council has any questions about his report then they can reach out to him directly when he returns.

12. COUNCIL MEMBER REPORTS

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

13. UPCOMING EVENTS

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

14. CLOSED MEETING

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

strategies or developments or discussion and review of labor negotiation proposals.

MOTION BY: ROBINSON SECOND: VOGEL TO RECESS THE MEETING TO A CLOSED SESSION

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

Motion carried: 4-0

The open session meeting recessed to closed session at 7:13 p.m.

MOTION BY: VOGEL SECOND: ROBINSON TO OPEN THE MEETING.

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

Motion carried: 4-0

The open session meeting reconvened at 7:59 p.m.

15. ADJOURNMENT

There being no further business, Mayor Muehlbauer adjourned the regular City Council at 7:59 p.m.

Jennifer Wida, City Clerk

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA

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

July 29, 2024

5:30 p.m.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

The special City Council meeting was called to order at 5:30 p.m. by Mayor Joe Muehlbauer.

2. ROLL CALL

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

Also present: City Administrator Kate Thunstrom, Deputy City Administrator/City Clerk Jenni Wida, Assistant City Attorney Dave Schaps and (Barna, Guzy & Steffen).

3. APPROVAL OF AGENDA

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

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

Nays: None

Motion carries: 4-0

4. NEW BUSINESS

A. City Council Interviews to fill vacancy

City Administrator Thunstrom shared that the Council will be holding interviews to fill the Council vacancy this evening.

Assistant City Attorney Schaps shared that Staff put together a seven-question questionnaire for those interested in joining the Council. He explained that they will hold the three interviews then make an appointment to the vacancy.

The first applicant, Amy Faanes, entered to be interviewed by the Council.

Schaps asked Ms. Faanes what she believes is the job or role of City government. Ms. Faanes shared that she thinks the role of City government in a City of this size is to support the residents, bring the community together, and advocate for residents. She added that the City government should not ask as 'big brother' too much when they live in a rural community.

Schaps asked her to explain her experience with local government, committees, or community involvement, including participating on a Board or other governing

group. Ms. Faanes shared that she is currently a St. Francis Charter Member. She added that she has also been on many different Boards, including booster clubs for her kids' activities, as well as attending most School Board meetings. She said she has been a candidate for the School Board and a candidate for Mayor. She noted that she has also been a part of many networking groups and other community groups. She shared that she is a part of the curriculum committee at St. Francis High School. She added that she is also a member of different groups in her church. She said she tries to be as involved with the community as she can be.

Schaps shared that the City Council requires a significant time commitment, usually two to four meetings a month, as well as preparation prior to meetings. He asked if this will fit in with her other commitments. Ms. Faanes said yes. She explained that she has three teenage daughters that keep her busy. She shared that her oldest daughter is now driving which cuts down on her need to drive her children around. She added that her job is very flexible as she is self-employed.

Schaps noted that if she were appointed to this position, it would be to fill a vacancy until December 31, 2024. He asked what her expectations were for filling this position since it is not a full term. Ms. Faanes shared that she expects to get a jump start on the next full term as she is planning on running for City Council for the next four year term. She said she would use this time to become knowledgeable on everything that she may have missed to be able to get up to speed over the next few months.

Schaps asked if she were to get appointed if she has any conflict-of-interest issues due to her involvement, or family involvement, with City projects, contracts, vendors, Staff, or committees. Ms. Faanes said no.

Schaps asked her to identify any experience she has in budgets, both in terms of operations and capital improvements or equipment. Ms. Faanes explained that her experience with budgets and operations is rather extensive. She shared that she has a degree in accounting and a degree in business management. She added that she has also been running her own business for almost 20 years. She noted that she also worked in different banks and credit unions for 15 years in almost every role available, starting as a teller, moving her way up to being a regional operations manager at one of the banks she worked for.

Schaps asked about her experience or background in negotiating labor relations, contracts, or managing people in a unionized environment. Ms. Faanes shared that she does not have any experience with unionized environments. She noted that in her positions at the bank she worked for, she supervised hundreds of people and was often the one put in charge of solving problems. She added that she was put in charge of the IRA department at a credit union and when she was asked to do it, she did not know anything about IRAs, yet she was able to jump right in and figure it out. She shared that she was branch manager of 15 different locations

throughout her time in banking. She said she has a lot of experience supervising people, as well as procedures. She noted that although she does not have experience in a unionized environment, she believes that people are people regardless of whether they are in a union and they deserve to be managed and respected in the same way.

Schaps asked if there is anything else she would like the Council to know about her. Ms. Faanes shared that she has lived in St. Francis for 14 years and has been pretty involved with the community in many different aspects. She added that she has lived in Anoka County for nearly her entire life. She noted that she has tried to be involved with City government for several years and she truly cares about the citizens of St. Francis, and she would be honored to represent them on the Council.

The Council thanked Ms. Faanes for her time.

The next applicant, Mark Vogel, entered to be interviewed by the Council.

Schaps asked Mr. Vogel what he believes is the job or role of City government. Mr. Vogel shared that he believes the role of City government is to oversee the management of all entities, set policies, and make plans per the will of the people. He explained that when he was on the School Board, it was not their job to manage the day-to-day operations, but rather oversee the management and represent the people.

Schaps asked him to explain his experience with local government, committees, or community involvement, including participating on a Board or other governing group. Mr. Vogel shared that when he was in college, he was heavily involved with the Student Government Association. He added that he has been a parish councilmember and trustee, as well as serving on the District 15 School Board. He noted that he was also on the Board of Directors for a private school.

Schaps shared that the City Council requires a significant time commitment, usually two to four meetings a month, as well as preparation prior to meetings. He asked if this will fit in with his other commitments. Mr. Vogel said yes and shared that he has a very flexible schedule.

Schaps noted that if he were appointed to this position, it would be to fill a vacancy until December 31, 2024. He asked what his expectations were for filling this position since it is not a full term. Mr. Vogel shared that he would hope to fully participate in the Council and bring his skillset, ideas, and thoughts to the Council to represent the people while increasing his knowledge about how the Council functions. He added that he is also running for Mayor so this would help him 'get his feet wet' in City government.

Schaps asked if he were to get appointed if he has any conflict-of-interest issues due to his involvement, or family involvement, with City projects, contracts,

vendors, Staff, or committees. Mr. Vogel said no.

Schaps asked him to identify any experience he has in budgets, both in terms of operations and capital improvements or equipment. Mr. Vogel shared that he has a general business degree, and he is the co-owner of two businesses. He noted that he was also the facility manager at his church, which involved operations management and capital improvements. He added that he also dealt with these things on the School Board and being on the Board of Directors at the private school.

Schaps asked about his experience or background in negotiating labor relations, contracts, or managing people in a unionized environment. Mr. Vogel shared that as a School Board representative, he had to sit in on several negotiations as a part of the negotiations team.

Schaps asked if there is anything else he would like the Council to know about him. Mr. Vogel shared that he would really like the opportunity to serve his City. He said he has lived here for almost 25 years and he enjoys the City. He added that he liked being able to represent people and he hopes his skill sets would help him get along with a wide variety of people.

Robinson asked Mr. Vogel how long he served on the Board of Directors for the private school and how long he served on the School Board. Mr. Vogel said both were four year terms.

Robinson asked what held him back from running for School Board again. Mr. Vogel stated that at the time, his first term accomplished some of the goals that the School District wanted to accomplish and they were not in as good of a position by the end of his term.

Robinson asked if Mr. Vogel spearheaded any of these goals. Mr. Vogel said they worked as a team on all of the goals.

Robinson shared that when the Council decided to move forward with the City Hall Fire Station, Mr. Vogel had some concerns about the City communication of this project. He asked Mr. Vogel to elaborate on this. Mr. Vogel explained that there was nothing in the newsletter for two years prior about the City Hall Fire Station. He added that all conversations are recorded in the minutes posted on the website; however, he does not think this is enough. He noted that for a project of this size they need to go all out with communication to residents.

Robinson asked what he hopes to accomplish or what his goals would be for the partial term. Mr. Vogel said that most of his goals and dreams are long term and could not be accomplished in just four months. He shared that one of his goals is to push Bridge Street all the way to Highway 47. He noted that this can be accomplished, but it will take time.

Robinson asked if this ever came up during his time on the School Board. Mr. Vogel shared that there was talks of moving the bus barn out near where he lives in the rural area.

The Council thanked Mr. Vogel for his time.

The final applicant, Joe Lawrence, entered to be interviewed by the Council.

Schaps asked Mr. Lawrence what he believes is the job or role of City government. Mr. Lawrence shared that he believes the role of City government is to represent the citizens and businesses in the City, up to where State statutes and the Federal Constitution come into play.

Schaps asked him to explain his experience with local government, committees, or community involvement, including participating on a Board or other governing group. Mr. Lawrence shared that he sat on the Bethel and St. Francis Fire Board where he got the opportunity to work with a few of the St. Francis Councilmembers. He added that there were also some impromptu committees in association with Nowthen. He shared that he has also worked with the Anoka County Fire Protection Council and serves as a union board member as a part of his full-time job where he assists with labor management meetings.

Schaps shared that the City Council requires a significant time commitment, usually two to four meetings a month, as well as preparation prior to meetings. He asked if this will fit in with his other commitments. Mr. Lawrence said yes. He shared that he has looked at the schedule for the Council meetings and he only has very few conflicts.

Schaps noted that if he were appointed to this position, it would be to fill a vacancy until December 31, 2024. He asked what his expectations were for filling this position since it is not a full term. Mr. Lawrence shared that he expects to be treated like a regular Councilmember where he would be allowed to represent his constituents fairly and at the same level of the existing Councilmembers. He noted that he would like to help the City down the path it is currently going. He said there is not anything he expects to accomplish in just the four months left on the term. He added that he sees this as an opportunity to give back.

Schaps asked if he were to get appointed if he has any conflict-of-interest issues due to his involvement, or family involvement, with City projects, contracts, vendors, Staff, or committees. Mr. Lawrence shared that he is friends with a lot of City Staff including police officers, Public Works employees, as well as the Fire Chief; however, he does not see any of these being conflicts of interest.

Schaps asked him to identify any experience he has in budgets, both in terms of operations and capital improvements or equipment. Mr. Lawrence shared that he

was the Assistant Treasurer for the Brooklyn Park Fire Department Relief Association where they managed the operating budget and the retirement budget. He added that he looks at the special retirement budget as being similar to how a municipality sets money aside for future capital needs. He shared that on the union board that he serves on, they operate a general budget, which is pretty small. He noted that money is very tight so they have to really dial in to make the most of the money. He added that there were also lots of complications with budgeting when working with Nowthen for fire services that he has worked on.

Schaps asked about his experience or background in negotiating labor relations, contracts, or managing people in a unionized environment. Mr. Lawrence shared that he and the union board he serves on are currently working on Golden Valley's firefighter union contracts. He explained that this is a brand new union and they did not have a lot of experience to negotiate well. He added that he also sat on the board with the Brooklyn Park firefighters in a part time capacity. He said he has been through arbitration, and they are currently in mediation with Golden Valley. He shared that he has negotiated the last two contracts with St. Louis Park as the lead negotiator. He stated that he was also a part of sorting out pay and wages for Nowthen firefighters; however, this was not in a unionized capacity.

Schaps asked if there is anything else he would like the Council to know about him. Mr. Lawrence shared that he enjoys politics, and he will not shy away from an argument when needed and is able to not have any harsh feelings after an argument. He said he would look at this as business and it is okay to disagree with others.

Kreklow noted that both earlier applicants had shared their interest in using the remainder of this term as a way to get their feet wet on the Council in hopes of serving a full term. She asked if he is intending on running for a full term. Mr. Lawrence said this is something that interests him and he has never been able to run for the Council in the past as he has always worked for his city's fire departments. He said he is not running in the November election; however, he would love to run again in the future.

Robinson shared that he has worked with Mr. Lawrence on the Bethel Fire Board. He noted that there are 10 Council meetings and two or three Work Session meetings left for this year. He asked if he thinks he can be effective during this time. He shared that he is concerned that he already has two potential conflicts with the remaining meetings. Mr. Lawrence said he is not concerned about his attendance. He noted that he could work something out to make the remaining meetings fit with his schedule. He added that he thinks it would be nice to have someone who works nights represented on the Council as it brings a different perspective. He added that he does not believe that his friendships with City Staff would be a conflict.

Robinson asked what he thinks are two things that have the City on the right path.

Mr. Lawrence shared that right now is the heat of the budget and levy season. He noted that he believes the City provides great services to the City and he wants to make sure these things are maintained. He added that he also wants to help with contracts that are coming up, including the Police Department contract. He noted that if cities are not careful with how they negotiate these contracts, they could end up in a difficult situation. He shared that he fully endorses the City Hall Fire Station project as it is of great value to Bridge Street. He said there has been a decay on Bridge Street over the last 10 years and this will start with improvements in this area.

The Council thanked Mr. Lawrence for his time.

The Council discussed the applicants. The consensus was to appoint Mark Vogel to the Council vacancy.

MOTION BY: KREKLOW SECOND: UDVIG TO APPOINT MARK VOGEL TO THE VACANT CITY COUNCIL SEAT.

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

Nays: None

Motion carries: 4-0

5. **ADJOURNMENT**

MOTION BY: UDVIG SECOND: MAYOR MUEHLBAUER TO ADJOURN THE MEETING.

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

Nays: None

Motion carries: 4-0

There being no further business, Mayor Muehlbauer adjourned the special City Council at 6:10 p.m.

Jennifer Wida, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Todd Schwieger, Police Chief
SUBJECT: Police Department Policy Manual
DATE: August 19, 2024

OVERVIEW:

The St. Francis Police Department has adopted Lexipol policy 500 – Traffic Function, 501 – Traffic Collisions, 419 – Mobile Video Recorders, 502 – Towing, 403 – Ride Along, 206 – Retiree Concealed Firearms.

ACTION TO BE CONSIDERED:

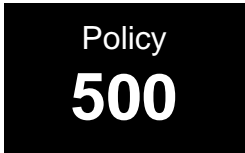
St. Francis City Council to review and approve St. Francis Police Department policies 500, 501, 419, 502, 403, 206.

BUDGET IMPLICATION:

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

Attachments:

- Police Department Policies
 - 500 – Traffic Function
 - 501 – Traffic Collisions
 - 419 – Mobile Video Recorders
 - 502 – Towing
 - 403 – Ride Along
 - 206 – Retiree Concealed Firearms.



Traffic Function and Responsibility

500.1 PURPOSE AND SCOPE

The ultimate goal of traffic law enforcement is to reduce traffic collisions. This may be achieved through the application of such techniques as geographic/temporal assignment of personnel and equipment and the establishment of preventative patrols to deal with specific categories of unlawful driving behavior. Traffic enforcement techniques are based on collision data, enforcement activity records, traffic volume and traffic conditions. This department provides enforcement efforts toward violations, not only in proportion to the frequency of their occurrence in collision situations but also in terms of traffic-related needs.

500.2 ENFORCEMENT

Enforcement actions are commensurate with applicable laws and take into account the degree and severity of the violation committed. This department does not establish ticket quotas and the number of citations issued by any officer shall not be used when evaluating officer performance (Minn. Stat. § 169.985; Minn. Stat. § 299D.08). The visibility and quality of an officer's work effort will be commensurate with the philosophy of this policy. Several methods are effective in the reduction of collisions:

500.2.1 WARNINGS

Warnings or other non-punitive enforcement actions should be considered in each situation and substituted for arrests or citations when circumstances warrant.

500.2.2 TRAFFIC CITATIONS

Traffic citations may be issued when an officer believes it is appropriate. It is essential that officers fully explain the rights and requirements imposed on motorists upon issuance of a citation for a traffic violation. Officers should provide the following information at a minimum:

- (a) Explanation of the violation or charge.
- (b) Court appearance procedure, including the optional or mandatory appearance by the motorist.
- (c) Notice of whether the motorist can enter a plea and pay the fine by mail or at the court.
- (d) The court contact information.

500.2.3 TRAFFIC CITATION COURT JURISDICTION

An officer who issues a traffic citation shall ensure that the citation is properly directed to the court having jurisdiction (Minn. Stat. § 169.91 Subd. 3).

500.2.4 PHYSICAL ARREST

Physical arrest can be made on a number of criminal traffic offenses. These physical arrest cases usually deal with, but are not limited to (Minn. Stat. § 169.91):

- (a) Negligent homicide.
- (b) Driving under the influence of alcohol/drugs.
- (c) Hit-and-run resulting in serious injury or death.
- (d) Hit-and-run resulting in damage to any vehicle or property.

500.3 HIGH-VISIBILITY VESTS

The Department has provided American National Standards Institute (ANSI) Class II high-visibility vests to increase the visibility of department members who may be exposed to hazards presented by passing traffic, maneuvering or operating vehicles, machinery and equipment (23 CFR 655.601; Minn. R. 5205.0030).

Although intended primarily for use while performing traffic-related assignments, high-visibility vests should be worn at any time increased visibility would improve the safety or efficiency of the member.

500.3.1 REQUIRED USE

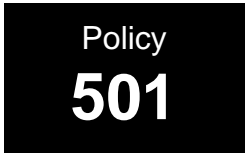
Except when working in a potentially adversarial or confrontational role, such as during vehicle stops, high-visibility vests should be worn at any time it is anticipated that an employee will be exposed to the hazards of approaching traffic or construction and recovery equipment. Examples of when high-visibility vests should be worn include traffic control duties, collision investigations, lane closures and while at disaster scenes, or any time high visibility is desirable. When emergency conditions preclude the immediate donning of the vest, officers should retrieve and wear the vest as soon as conditions reasonably permit. Use of the vests shall also be mandatory when directed by a supervisor.

500.3.2 CARE AND STORAGE OF HIGH-VISIBILITY VESTS

High-visibility vests shall be maintained in each patrol and investigation vehicle. Before going into service each employee shall ensure a serviceable high-visibility vest is properly stored.

500.4 SUPERVISOR RESPONSIBILITIES

- A. Supervisors shall ensure that officers follow the procedures outlined in this policy.
- B. All complaints alleging officer misconduct regarding traffic stops shall be handled as outlined in Chapter 1010 Personnel Complaints.



St. Francis Police Department
Policy Manual

Traffic Collisions

501.1 PURPOSE AND SCOPE

This policy provides guidelines for responding to and investigating traffic collisions.

501.2 POLICY

It is the policy of the St. Francis Police Department to respond to traffic collisions and render or summon aid to injured victims as needed. The Department will investigate and prepare reports according to the established minimum reporting requirements with the goal of reducing the occurrence of collisions by attempting to identify the cause of the collision and through enforcing applicable laws. Unless restricted by law, traffic collision reports will be made available to the public upon request.

501.3 RESPONSE

Upon arriving at the scene, the responding member should assess the need for additional resources and summon assistance as appropriate.

A supervisor should be notified when the incident:

- (a) Is within the jurisdiction of this department and there is:
 - (a) A life-threatening injury.
 - (b) A fatality.
 - (c) A City vehicle involved.
 - (d) A City official or employee involved.
 - (e) Involvement of an on- or off-duty member of this department.
- (b) Is within another jurisdiction and there is:
 1. A City of St. Francis vehicle involved.
 2. A City of St. Francis official involved.
 3. Involvement of an on-duty member of this department.

501.3.1 MEMBER RESPONSIBILITIES

Upon arriving at the scene, the responding member should consider and appropriately address:

- (a) Traffic direction and control

- (b) Proper placement of emergency vehicles, cones, roadway flares or other devices if available to provide protection for members, the public and the scene.
- (c) First aid for any injured parties if it can be done safely.
- (d) The potential for involvement of hazardous materials.
- (e) The need for additional support as necessary (e.g., traffic control, emergency medical services, fire department, HAZMAT, tow vehicles).
- (f) Clearance and cleanup of the roadway.

501.4 NOTIFICATION

If a traffic collision involves a life-threatening injury or fatality, the responding officer shall notify the Minnesota State Patrol, Anoka County CID and a supervisor. The supervisor will ensure notification is made to the Chief of Police and City Administrator in accordance with the Major Incident Notification Policy.

501.4.1 NOTIFICATION OF FAMILY

In the event of a life-threatening injury or fatality, the supervisor responsible for the incident should ensure notification of the victim's immediate family or coordinate such notification with the Medical Examiner, department chaplain or another suitable person. Notification should be made as soon as practicable following positive identification of the victim.

The identity of any person seriously injured or deceased in a traffic collision should not be released until notification is made to the victim's immediate family.

501.5 MINIMUM REPORTING REQUIREMENTS

A state crash report shall be completed when:

- (a) A fatality, any injury (including complaint of pain), impaired driving or hit and run is involved.
- (b) An on-duty member of the City of St. Francis is involved.
- (c) The collision results in any damage to any City-owned or leased vehicle.
- (d) The collision involves any other public agency driver or vehicle.
- (e) There is damage to public property.
- (f) There is damage to any vehicle to the extent that towing is required.
- (g) Prosecution or follow-up investigation is contemplated.
- (h) Directed by a supervisor.

501.5.1 CITY VEHICLE INVOLVED

A state crash report shall be completed when a City vehicle is involved in a traffic collision that results in property damage or injury.

A general incident report may be completed in lieu of a state crash report at the direction of a supervisor when the incident occurs entirely on private property or does not involve another vehicle.

501.6 INVESTIGATION

Investigation of traffic collisions should include, as a minimum:

- (a) Identification and interview of all involved parties.
- (b) Identification and interview of any witnesses.
- (c) A determination of whether a violation of law has occurred and the appropriate enforcement action.
- (d) Identification and protection of items of apparent evidentiary value.
- (e) Documentation of the incident as necessary (e.g., statements, measurements, photographs, collection of evidence and reporting) on the appropriate forms.

501.6.1 INVESTIGATION BY OUTSIDE LAW ENFORCEMENT AGENCY

The Sergeant should request that the Minnesota Department of Public Safety or other outside law enforcement agency investigate and complete a traffic collision investigation when a life-threatening injury or fatal traffic collision occurs within the jurisdiction of the St. Francis Police Department and involves:

- (a) An on- or off-duty member of the Department.
 - (a) The involved member shall complete a department incident report. If the member is unable to complete the report, the supervisor shall complete it.
- (b) An on-or off-duty official or employee of the City of St. Francis.

Department members shall promptly notify a supervisor when any department vehicle is involved in a traffic collision. The collision investigation and report shall be completed by the agency having jurisdiction.

501.6.2 COMMERCIAL VEHICLE COLLISIONS

Commercial vehicle collisions additionally require notification to the Minnesota State Patrol if the collision results in (Minn. Stat. § 169.783):

- (a) A fatality.
- (b) Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the collision.
- (c) One or more vehicles incurring disabling damage as a result of the collision, requiring the vehicle to be transported away from the scene by tow truck or other motor vehicle.

A waiver or inspection by a state trooper or other authorized person is required before a person may drive a commercial motor vehicle that was involved in such a collision (Minn. Stat. § 169.783).

501.7 ENFORCEMENT ACTION

After a thorough investigation in which physical evidence or independent witness statements indicate that a violation of a traffic law contributed to the collision, authorized members should issue a citation or arrest the offending driver, as appropriate.

More serious violations, such as driving under the influence of drugs or alcohol, vehicular manslaughter, or other felonies, shall be enforced. If a driver who is subject to enforcement action is admitted to a hospital, a supervisor shall be contacted to determine the best enforcement option.

Department members shall utilize forms approved by the Minnesota Department of Public Safety as required for the reporting of traffic collisions (Minn. Stat. § 169.09, Subd. 9).

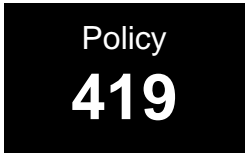
501.8.1 REPORT MODIFICATION

A change or modification of a written report that alters a material fact in the report may be made only by the member who prepared the report, and only prior to its approval and distribution. Once a report has been approved and distributed, corrections shall only be made by way of a written supplemental report. A written supplemental report may be made by any authorized member.

501.8.2 SERGEANT RESPONSIBILITIES

The responsibilities of the Sergeant include but are not limited to:

- (a) Forwarding the traffic collision report to the Department of Public Safety within 10 days of the collision investigation (Minn. Stat. § 169.09, Subd. 8).
- (b) Ensuring the Department of Public Safety is notified within two business days of a collision that results in a fatality (Minn. Stat. § 169.09, Subd. 8).



Mobile Video Recorders

419.1 PURPOSE AND SCOPE

The St. Francis Police Department has equipped patrol cars with Mobile Video Recording (MVR) systems to provide records of events and assist officers in the performance of their duties. This policy provides guidance on the use of these systems.

419.1.1 DEFINITIONS

Definitions related to this policy include:

Activate - Any process that causes the MVR system to transmit or store video or audio data in an active mode.

In-car camera system and Mobile Video Recorder (MVR) - Synonymous terms - that refer to any system that captures audio and video signals that is capable of installation in a vehicle and that includes at minimum, a camera, microphone, recorder and monitor.

Law Enforcement Operator (LEO) - Primarily a licensed peace officer but on occasion may be a non-licensed representative of the Department who is authorized and assigned to operate MVR equipped vehicles to the extent consistent with Minn. Stat. § 169.98.

MGDPA - The Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

MVR technician - Personnel certified or trained in the operational use and repair of MVRs, duplicating methods, storage and retrieval methods and procedures, and who possess a working knowledge of video forensics and evidentiary procedures.

Recorded media - Audio-video signals recorded or digitally stored on a storage device or portable media.

419.2 POLICY

It is the goal of the St. Francis Police Department to use mobile video recorder (MVR) technology to more effectively fulfill the department's mission and to ensure these systems are used securely and efficiently.

419.3 OFFICER RESPONSIBILITIES

Officers operating department vehicles equipped with MVR systems shall be responsible to maintain the equipment in the condition in which it was issued and to be thoroughly familiar with the proper operation of the MVR system.

Prior to going into service each officer will properly equip him/herself to record audio and video in the field. At the end of the shift each officer will follow the established procedures for providing to the Department any recordings or used media and any other related equipment.

At the start of each shift, officers should test the MVR system operation in accordance with manufacturer specifications and department operating procedures and training.

If an officer finds that the equipment is not functioning properly they shall report the malfunction to his/her supervisor. Supervisors shall take prompt actions to address malfunctions. If practical, the squad should be taken out of service and another squad utilized unless a supervisor requests the vehicle remain in service. Officers shall not attempt any repair of mobile video equipment that would require going into the internal parts of the unit.

419.4 REQUIRED ACTIVATION OF THE MVR

This policy is not intended to describe every possible situation in which the MVR system may be used, although there are many situations where its use would be appropriate and/or valuable to document an incident.

The MVR system should be activated in any of the following situations:

- (a) All field contacts involving actual or potential criminal conduct within video or audio range
 1. Traffic stops (to include, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops)
 2. Priority responses
 3. Vehicle pursuits
 4. Suspicious vehicles
 5. Arrests and search of arrestee (if practical).
 6. Vehicle searches
 7. Physical or verbal confrontations or use of force
 8. Prisoner transports
 9. Non-custody transports
 10. Pedestrian checks
 11. DWI investigations including field sobriety tests

- 12. Consensual encounters
- 13. Crimes in progress
- 14. Responding to an in-progress call
- 15. Medical incidents attended to by members of the Department

(b). All self-initiated activity in which an officer would normally notify Central Communications

(c). Any call for service involving a crime where the recorder may aid in the apprehension and/or prosecution of a suspect:

- 1. Family violence calls
- 2. Disturbance of peace calls
- 3. Offenses involving violence or weapons

(d). Any other contact that becomes adversarial after the initial contact, in a situation that would not otherwise require recording

(e). Any other circumstance where the officer believes that a recording of an incident would be appropriate

419.4.1 CESSATION OF RECORDING

Once activated the MVR system should remain on until the incident has concluded. For purposes of this section conclusion of an incident has occurred when all arrests have been made, arrestees have been transported and all witnesses and victims have been interviewed. Recording may cease if an officer is simply waiting for a tow truck or a family member to arrive, or in other similar situations when the officer does not reasonably believe that the deactivation will result in the loss of critical documentary information.

419.4.2 WHEN ACTIVATION IS NOT REQUIRED

Activation of the MVR system is not required when exchanging information with other officers or during breaks, lunch periods, when not in service or actively on patrol.

No member of this department may surreptitiously use city equipment to record a conversation of any other member of this department except with a court order or when lawfully authorized by the Chief of Police or the authorized designee for the purpose of conducting a criminal or administrative investigation.

419.4.3 SUPERVISOR RESPONSIBILITIES

Supervisors should determine if vehicles with non-functioning MVR systems should be placed into service.

At reasonable intervals, supervisors should validate that officers are utilizing the departments MVR according to training and this policy.

When an incident arises that requires the immediate retrieval of the recorded media (e.g., serious crime scenes, peace officer-involved shootings, department-involved collisions), a supervisor shall respond to the scene and ensure that the appropriate supervisor, MVR technician or crime scene investigator properly retrieves the recorded media. The media may need to be treated as evidence and should be handled in accordance with current evidence procedures for recorded media.

Copies may be distributed to investigators as appropriate to the investigation.

419.4 REVIEW OF MVR RECORDINGS

All recording media, recorded images and audio recordings are the property of the agency and subject to the provisions of the MGDPA. Dissemination outside of the agency is strictly prohibited except to the extent permitted or required under the MGDPA, Peace Officer Disciplinary Procedures Act or other applicable law.

To prevent damage to, or alteration of, the original recorded media, it shall not be copied, viewed or otherwise inserted into any device not approved by the department MVR technician or forensic media staff. When reasonably possible a copy of the original media shall be used for viewing (unless otherwise directed by the courts) to preserve the original media.

Recordings may be reviewed in any of the following situations.

- (a) For use when preparing reports or statements
- (b) By a supervisor investigating a specific act of officer conduct
- (c) By a supervisor to assess officer performance
- (d) To assess proper functioning of MVR systems
- (e) By department investigators, after approval of a supervisor, who are participating in an official investigation such as a personnel complaint, administrative inquiry or a criminal investigation
- (f) By department personnel who request to review recordings
- (g) By an officer who is captured on or referenced in the video or audio data and reviews and uses the data for any purpose relating to his/her employment
- (h) By court personnel through proper process or with permission of the Chief of Police or the authorized designee
- (i) By the media through proper process or with an MGDPA request (Minn. Stat. § 13.01 et seq.)
- (j) To assess possible training value
- (k) Recordings may be shown for staff or public safety training purposes. If an involved officer objects to showing a recording, his/her objection will be submitted to the staff to determine if the training value outweighs the officer's objection

Employees desiring to view any previously uploaded or archived MVR recording should submit a request in writing to the supervisor. Approved requests should be forwarded to the MVR technician for processing.

In no event shall any recording be used or shown for the purpose of ridiculing or embarrassing any employee.

419.5 DOCUMENTING MVR USE

If any incident is recorded with either the video or audio system, the existence of that recording shall be documented in a manner to identify the existence of the recording.

419.6 RECORDING MEDIA STORAGE AND INTEGRITY

All recordings not retained as evidence will be retained for a minimum of 90 days and disposed of in compliance with the established records retention schedule.

419.7 SYSTEM OPERATIONAL STANDARDS

- (a) MVR system vehicle installations should be based on officer safety requirements and vehicle and device manufacturer recommendations.
- (b) The MVR system should be configured to minimally record for 30 seconds prior to an event.
- (c) The MVR system may not be configured to record audio data occurring prior to activation.
- (d) To prevent bleed-over and/or noise from other MVRs in systems using low band transmitters (analog) only the primary LEO initiating the contact shall activate his/her audio recorder.
- (e) LEOs using digital transmitters that are individually synchronized to their individual MVR shall activate both audio and video recordings when responding in a support capacity in order to obtain additional perspectives of the incident scene.
- (f) With the exception of law enforcement radios or other emergency equipment other electronic devices should not be used within the law enforcement vehicle in order to intentionally interfere with the capability of the MVR system to record audio data.
- (g) LEOs shall not erase, alter, reuse, modify or tamper with MVR recordings. Only a supervisor, MVR technician or other approved designee may erase and reissue previously recorded recordings and may only do so pursuant to the provisions of this policy.
- (h) To prevent damage original recordings shall not be viewed on any equipment other than the equipment issued or authorized by the MVR technician.

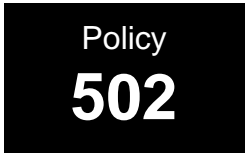
419.8 MVR TECHNICIAN RESPONSIBILITIES

The MVR technician is responsible for:

- (a) Ordering, issuing, retrieving, storing, erasing and duplicating of all recorded media.
- (b) Collecting all completed media for oversight and verification of wireless downloaded media. Once collected the MVR technician:
 - 1. Ensures it is stored in a secured location with authorized controlled access.
 - 2. Makes appropriate entries in the chain of custody log.
- (c) Erasing of media:
 - 1. Pursuant to a court order.
 - 2. In accordance with established records retention policies, including reissuing all other media deemed to be of no evidentiary value.
- (d) Assigning all media an identification number prior to issuance to the field.
 - 1. Maintaining a record of issued media.
- (e) Ensuring that an adequate supply of recording media is available.
- (f) Managing the long-term storage of media that has been deemed to be of evidentiary value in accordance with the department evidence storage protocols and the records retention schedule.

419.9 TRAINING

Users of the MVR systems and supervisors shall successfully complete an approved course of instruction prior to being deployed with MVR systems in operational settings.



St. Francis Police Department
Policy Manual

Vehicle Towing

502.1 PURPOSE AND SCOPE

This policy provides the procedures for towing a vehicle by or at the direction of the St. Francis Police Department and under the authority of Minn. Stat. § 168B.035.

502.2 STORAGE AND IMPOUNDS

Vehicles may be towed for violations of Minn. Stat. § 168B.035, including parking, registration and snow emergency violations.

Vehicles may be moved or removed from a highway when in violation of Minn. Stat. § 169.32(a) or when left unattended upon any street or highway or upon any bridge or causeway or in any tunnel where such vehicle constitutes an obstruction to traffic (Minn. Stat. § 169.33).

Vehicles may be towed if abandoned on public or private property under the guidelines of Minn. Stat. § 168B.04.

Vehicles may be towed if left unattended and unmoved on a public street or highway for 24 hours or more. Prior to removal of the vehicle, an effort shall be made to notify the owner to remove the vehicle.

Vehicles may be towed if the driver, operator, or person in physical control of the vehicle is taken into custody and the vehicle is impounded for safekeeping in accordance with Minn. Stat. § 168B.035.

Vehicles shall be towed if it was involved in a crash where the officer has reasonable belief that the vehicle's mechanical conditions contributed to a crash, which involved personal injury or death.

Vehicles involved in property damage crash may also be towed at the officer's discretion.

Vehicles shall be towed if the vehicle is subject to forfeiture pursuant to state statute or federal law.

The responsibilities of those employees storing or impounding a vehicle are as follows:

502.2.1 COMPLETION OF VEHICLE IMPOUND AND INVENTORY REPORT

Department members requesting towing of a vehicle shall complete a vehicle tow form, including a description of property within the vehicle. A copy is to be provided to the tow company and the original is to be submitted to the Records as soon as practicable after the vehicle is towed. The

officer shall perform a registration check and ensure Owner information (name and address) is accurately provided on the tow form. The officer should also confirm the Vehicle Identification Number (VIN) matches the vehicle and should be entered on the tow sheet when there are no license plates displayed.

The officer shall note on the tow sheet any and all special requirements for release. If these requirements are from an officer other than the one completing the tow sheet, the officer's name shall be indicated on the tow form.

For any tow and/or impoundment where the registered owner is not the driver of the vehicle and/or is not aware of the tow (i.e abandoned vehicles, snow emergency violation etc), the vehicle information will be entered into NCIC as an impounded vehicle by dispatch.

502.2.2 REMOVAL OF VEHICLE DISABLED IN A TRAFFIC COLLISION

When a vehicle has been involved in a traffic collision and must be removed from the scene, the officer shall have the driver select a towing company, if reasonably possible, and shall relay the request for the specified towing company to the dispatcher. When there is no preferred company requested, the departments contracted tow company will be used.

If the owner is incapacitated or for any reason it is necessary for the Department to assume responsibility for a vehicle involved in a collision, the officer shall request the dispatcher to request the departments contracted tow company. The officer will then conduct an inventory and complete a vehicle tow sheet.

502.2.3 DRIVING A NON-CITY VEHICLE

Vehicles that have been towed by or at the direction of the Department should not be driven by police personnel unless it is necessary to move a vehicle a short distance to eliminate a hazard, prevent the obstruction of a fire hydrant or to comply with posted signs.

502.2.4 NOTICE TO VICTIM OF VEHICLE THEFT

Within 48 hours of recovering a stolen vehicle or receiving notification that a vehicle reported stolen through this department has been recovered, the assigned officer shall make a reasonable and good faith effort to notify the victim of the recovery. The notice must specify when the recovering law enforcement agency expects to release the vehicle to the owner and where the owner may pick up the vehicle. Upon recovery of a vehicle reported stolen to another agency, the assigned officer is to promptly inform the agency that the vehicle is recovered, where it is located and when it can be released to the owner (Minn. Stat. § 169.042 Subd. 1).

502.3 TOWING SERVICES

The City of St. Francis periodically selects one or more firms to act as official tow services and awards contracts to those firms. Those firms will be used in the following situations:

- (a) When it is necessary to safeguard a vehicle due to the inability of the owner or operator to take the required action.
- (b) When a vehicle is being held as evidence in connection with an investigation.

- (c) When it is otherwise necessary to store a motor vehicle. This would include situations involving the recovery of stolen or abandoned vehicles and the removal of vehicles obstructing traffic in violation of state or local regulations.

If more than one firm has been awarded contracts, they shall be placed on a rotation list. Nothing in this policy shall require the Department to tow a vehicle.

502.4 TOWING AT ARREST SCENES

Whenever a person in charge or in control of a vehicle is arrested, it is the policy of this department to provide reasonable safekeeping by towing the arrestee's vehicle subject to the exceptions described below. However, a vehicle shall be towed whenever it is needed for the furtherance of an investigation or prosecution of the case, or when the community caretaker doctrine would reasonably suggest that the vehicle should be towed. For example, the vehicle would present a traffic hazard if it were not removed, or the vehicle is located in a high-crime area and is susceptible to theft or damage if left at the scene.

The following are examples of situations where consideration should be given to leaving a vehicle at the scene in lieu of towing, provided the vehicle can be lawfully parked and left in a reasonably secured and safe condition:

- Traffic-related warrant arrest.
- Situations where the vehicle was not used to further the offense for which the occupant was arrested nor may be subject to forfeiture proceedings.
- Whenever the vehicle otherwise does not need to be stored and the owner requests that it be left at the scene.

In such cases, the handling employee shall note in the report that the owner was informed that the Department will not be responsible for theft or damages.

502.5 VEHICLE INVENTORY

All property in a stored or impounded vehicle shall be inventoried and listed on the tow form. This includes the trunk and any compartments or containers, unless locked, then entry will not be forced absent probable cause having been established for an evidentiary search. Members conducting inventory searches should be as thorough and accurate as practicable in preparing an inventory list.

These inventory procedures are for the purpose of protecting an owner's property while the owner is in police custody, to provide for the safety of officers and the public, and to protect the Department against fraudulent claims of lost, stolen or damaged property. It should be understood that each officer must make a professional judgment as to how to best provide safekeeping for the vehicle and its contents as it is to the officer's as well as the St. Francis Police Department's responsibility to ensure the security of the property.

If there is personal property of value not permanently affixed in a vehicle that is being impounded, the officer shall inventory the contents on the tow sheet. It is not necessary to inventory small

items normally found in a motor vehicle or obvious trash. Items may be released to the owner/driver/operator prior to the tow, at officer's discretion.

Vehicle keys must go with the vehicle, other keys not associated with the vehicle may be returned to owner/driver/operator.

A vehicle inventory may occur at the incident scene or at the place where the vehicle is to be impounded, provided such inventory occurs in a reasonable period of time. Reasonable time will be defined by safety, practicality and satisfactory when considering the inventory objectives.

502.6 PRESERVATION OF EVIDENCE

An officer who removes a vehicle pursuant to Minn. Stat. § 168B.035 is required to take reasonable and necessary steps to preserve evidence. If there is probable cause to believe that a vehicle or its contents constitute any evidence which tends to show that a criminal offense has been committed, or that a particular person has committed a criminal offense, officers shall ensure that all legally required and reasonably necessary efforts are taken to preserve the evidence. Such evidence is to be provided safe storage and preserved until released to the owner or otherwise disposed of according to law.

502.7 SECURITY OF VEHICLES AND PROPERTY

Unless it would cause an unreasonable delay in the completion of a vehicle impound/storage or create an issue of officer safety, officer should make reasonable accommodations to permit a driver/owner to retrieve small items of value or personal need (e.g., cash, jewelry, cellular telephone, prescriptions) that are not considered evidence or contraband.

If a search of a vehicle leaves the vehicle or any property contained therein vulnerable to unauthorized entry, theft or damage, personnel conducting the search shall take such steps as are reasonably necessary to secure and/or preserve the vehicle or property from such hazards.

502.8 RELEASE OF VEHICLES

On scene release:

- The officer may release the vehicle to a responsible person at the scene or a person that is "reasonably" available, if the owner requests (the officer need not offer) that person to take the vehicle and the vehicle or contents are not needed for evidence. If the vehicle is released at the scene, a notation shall be made in the officer's report(s) concerning the disposition of the vehicle.
- An officer is not required to wait for an extended period of time while a private tow service is being arranged. If it is the officer's judgment that the vehicle constitutes a traffic hazard and it appears the arrangements for a private tow will be for a longer period of time than the police can remain on the scene, a department tow will be ordered and proper notations made on the officer's report(s).
- Persons to whom the vehicle is released for driving away must be identified, checked for a valid driver's license and be noted in the officer's report.

After impoundment:

Vehicles not being held for evidence:

- Any vehicle being released must be checked through NCIC to ensure that it is not entered as an "IMPOUNDED" vehicle. Vehicles listed as impounded should be removed from NCIC by dispatch at the time of release.
- Held vehicles should be released during business hours by office staff. Evenings, weekends or holidays, officers may release vehicles to prevent unnecessary storage costs to the vehicle owner.
- For held vehicles, the owner or an authorized agent must present documentation to satisfy the hold on the vehicle (ie, ownership, insurance, valid driver etc.) and obtain release papers at the Police Department prior to picking up the impounded vehicle.

Vehicles held for evidence:

- Stolen vehicles recovered or impounded vehicles being held for evidence collection can only be released by a supervisor or the officer or investigator responsible for that particular case or incident. That officer or investigator (or designee) will notify the vehicle owner when the vehicle is eligible for release. The time and date of this notification should be noted in a supplemental report.
- If a vehicle owner does not pick up the vehicle within three days after telephone notification or if the owner cannot be contacted by telephone, the officer/investigator in charge of the incident will notify the clerical staff to send out a written notification and should note this in a supplemental report.

502.9 PRIVATE TOWS - NOT FOR IMPOUNDMENT

If a tow is required for an individual who is stalled, disabled, or at the scene of a crash where the owner/driver is not arrested or removed for medical care, and the officer does not want the vehicle impounded for investigation, the officer shall inform the owner/driver/operator that a tow truck will be called to the scene to remove the vehicle and that it is the responsibility of the owner/driver/operator to determine where the vehicle is to be towed. If the vehicle is not a hazard, the owner/driver/operator may arrange for their own tow. To the extent possible, the officer at the scene will assist in calling for the private tow but will specify to the towing agency that the request is a private matter and not a police tow request. The disposition of the tow should be noted in the officer's report.

Ride-Along Policy

403.1 PURPOSE AND SCOPE

The Ride-Along Program provides an opportunity for persons to experience the law enforcement function first hand. This policy provides the requirements, approval process and hours of operation for the Ride-Along Program.

403.1.1 ELIGIBILITY

The St. Francis Police Department Ride-Along Program is offered to residents. The program is also open to non-residents under the following circumstances.

- Students 16 years of age or older who wish to participate as part of a school related assignment or activity
- Members of criminal justice related agencies, who are participating in the course of their employment.
- Anoka County Dispatchers, when, as part of their job are directed to do ride-alongs for official training.
- Members of the Anoka County Attorney's or the City Attorney's Office when in official capacity.
- Person's authorized to perform repairs or service on a City of St. Francis vehicle.
- The department chaplain.
- City Council members
- Non-sworn department employees.
- Police Reserve Officers.
- Individuals with take home vehicles may from time to time transport family members or other authorized persons in their squad without ride along waivers.
- Any other person as authorized by the Chief of Police.

Every reasonable attempt will be made to accommodate interested persons. Any applicant may be disqualified with or without cause from participating in the program.

The following factors may be considered in disqualifying an applicant and are not limited to:

- Being under 16 years of age.
- Prior criminal history.
- Pending criminal action.
- Pending lawsuit against the Department.
- Denial by any supervisor.

403.2 PROCEDURE TO REQUEST A RIDE-ALONG

Generally, ride-along requests will be scheduled by the Supervisor. The participant will complete a level one security awareness and sign a ride-along waiver form. Information requested will include a valid driver's license, address and telephone number.

A parent/guardian must accompany a ride-along requester under 18 years old to the police department to meet with the officer. The parent/guardian must also sign the ride along waiver form. Juveniles will only be allowed to ride-along during daytime and early evening hours no later than 10 p.m.

All ride-alongs should be approved by a supervisor and all approved and signed ride-along forms will be provided to the Chief of Police.

If the ride-along is denied after the request has been made, a representative of the Department will contact the applicant and advise him/her of the denial.

403.2.1 PROGRAM REQUIREMENTS

An effort will be made to ensure that no more than one citizen will participate in a ride-along during any given time period. Normally, no more than one ride-along will be allowed in the officer's vehicle at a given time.

403.2.2 SUITABLE ATTIRE

Any person approved to ride-along is required to be suitably dressed in collared shirt, blouse or jacket, slacks and shoes. Sandals, T-shirts, tank tops, shorts and ripped or torn blue jeans are not permitted. An officer may refuse a ride-along to anyone not properly dressed.

403.2.3 RIDE-ALONG CRIMINAL HISTORY CHECK

All ride-along applicants are subject to a criminal history check. The criminal history check may include a local records check and a Minnesota Bureau of Criminal Apprehension Criminal History System check prior to approval (provided that the ride-along is not an employee of the St. Francis Police Department).

403.3 OFFICER'S RESPONSIBILITIES

Officers shall consider the safety of the ride-along at all times.

Officers should use sound discretion when encountering a potentially dangerous situation, and if feasible, let the participant out of the vehicle in a well-lighted place of safety. The dispatcher will be advised of the situation and as soon as practicable have another police unit respond to pick up the participant at that location. The ride-along may be continued or terminated at this time.

Conduct by a person participating in a ride-along that results in termination of the ride or is otherwise inappropriate should be immediately reported to a supervisor.

403.4 CONTROL OF RIDE-ALONG

The assigned employee shall maintain control over the ride-along at all times and instruct him/her in the conditions that necessarily limit participation. These instructions should include:

- (a) The ride-along will follow the directions of the officer.
- (b) The ride-along will not become involved in any investigation, handling of evidence, discussions with victims or suspects or handling any police equipment.
- (c) The ride-along may terminate the ride at any time and the officer may return the observer to his/her home or to the station if the ride-along interferes with the performance of the officer's duties.
- (d) The officer may terminate the ride-along and return the observer to their home or to the station if the ride-along interferes with the performance of any officer's duties.
- (e) Ride-alongs may be allowed to continue riding during the transportation and booking process provided this does not jeopardize their safety.
- (f) Officers will not allow any ride-alongs to be present in any residence or situation that would jeopardize their safety or cause undue stress or embarrassment to a victim or any other person.
- (g) Under no circumstance shall a civilian ride-along be permitted to enter a private residence with an officer without the expressed consent of the resident or other authorized person.

Policy
206

St. Francis Police Department
Policy Manual

Retiree Concealed Firearms

206.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the issuance, denial, suspension or revocation of St. Francis Police Department identification cards under the Law Enforcement Officers' Safety Act (LEOSA) (18 USC § 926C).

206.2 POLICY

It is the policy of the St. Francis Police Department to provide identification cards to qualified former or retired officers as provided in this policy.

206.3 LEOSA

The Chief of Police may issue an identification card for LEOSA purposes to any former officer of this department who (18 USC § 926C(c)):

- (a) Separated from service in good standing from this department as an officer.
- (b) Before such separation, had regular employment as an officer for an aggregate of 10 years or more or, if employed as an officer for less than 10 years, separated from service after completing any applicable probationary period due to a service-connected disability as determined by this department.
- (c) Has not been disqualified for reasons related to mental health.
- (d) Has not entered into an agreement with this department where the officer acknowledges that he/she is not qualified to receive a firearm qualification certificate for reasons related to mental health.
- (e) Is not prohibited by federal law from receiving or possessing a firearm.

206.3.1 LEOSA IDENTIFICATION CARD FORMAT

The LEOSA identification card should contain a photograph of the former officer and identify him/her as having been employed as an officer.

If the St. Francis Police Department qualifies the former officer, the LEOSA identification card or separate certification should indicate the date the former officer was tested or otherwise found by the Department to meet the active duty standards for qualification to carry a firearm.

206.3.2 AUTHORIZATION

Any qualified former law enforcement officer, including a former officer of this department, may carry a concealed firearm under 18 USC § 926C when he/she is:

- (a) In possession of photographic identification that identifies him/her as having been employed as a law enforcement officer, and one of the following:
 - 1. An indication from the person's former law enforcement agency that he/she has, within the past year, been tested or otherwise found by the law enforcement agency to meet agency-established active duty standards for qualification in firearms training to carry a firearm of the same type as the concealed firearm.
 - 2. A certification, issued by either the state in which the person resides or by a certified firearms instructor who is qualified to conduct a firearms qualification test for active duty law enforcement officers within that state, indicating that the person has, within the past year, been tested or otherwise found to meet the standards established by the state or, if not applicable, the standards of any agency in that state.
- (b) Not under the influence of alcohol or another intoxicating or hallucinatory drug or substance.
- (c) Not prohibited by federal law from receiving a firearm.
- (d) Not in a location prohibited by Minnesota law or by a private person or entity on his/her property if such prohibition is permitted by Minnesota law.

206.4 FORMER OFFICER RESPONSIBILITIES

A former officer with a card issued under this policy shall immediately notify the Police Chief of his/her arrest or conviction in any jurisdiction, or that he/she is the subject of a court order, in accordance with the Reporting of Employee Convictions and Court Orders Policy.

206.4.1 RESPONSIBILITIES UNDER LEOSA

In order to obtain or retain a LEOSA identification card, the former officer shall:

- (a) Sign a waiver of liability of the Department for all acts taken related to carrying a concealed firearm, acknowledging both his/her personal responsibility as a private person for all acts taken when carrying a concealed firearm as permitted by LEOSA and also that these acts were not taken as an employee or former employee of the Department.
- (b) Remain subject to all applicable department policies and federal, state and local laws.
- (c) Demonstrate good judgment and character commensurate with carrying a loaded and concealed firearm.
- (d) Successfully pass an annual criminal history background check indicating that he/she is not prohibited by law from receiving or possessing a firearm.

206.5 DENIAL, SUSPENSION OR REVOCATION

A LEOSA identification card may be denied or revoked upon a showing of good cause as determined by the Department. In the event that an identification card is denied, suspended or revoked, the former officer may request a review by the Chief of Police. The decision of the Chief of Police is final.

206.6 FIREARM QUALIFICATIONS

The Firearms Instructor may provide former officers from this department an opportunity to qualify. Written evidence of the qualification and the weapons used will be provided and will contain the date of the qualification. The Firearms Instructor will maintain a record of the qualifications and weapons used.



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom- City Administrator
FROM: Dave Schmidt- Fire Chief
SUBJECT: Approve Policy and Training Agreement- Lexipol
DATE: August 19, 2024

OVERVIEW:

The fire department is requesting to shift our policy and standard operating procedure management to Lexipol. Lexipol is the also the current vendor for a police department policy management. With our industry standards continuing to evolve at a faster and faster rate, Lexipol will prove to beneficial in keeping our policies and procedures up to date with legal standards, industry best practices, and OSHA regulations. The fire department is also requesting to partner the policy and procedure management components with Lexipol’s LMS system (Learning Management System). This will replace the current fire department LMS system through Vector Solutions.

The total first year and implementation cost to transition to Lexipol is \$12,093.50. The fire department has budgeted for this expense through the legislatively approved Public Safety Funds from the State of Minnesota. The current balance in this fund is \$454,753.19. These funds can only be spent on Public Safety specifics items.

The annual subscription fee for Lexipol will be \$6842.45, which will be budgeted out of the fire department operations budget in to the future.

ACTION TO BE CONSIDERED:

Approve the fire department to transition policy, procedure and LMS management systems to Lexipol for the amount of \$12,093.50, from the Public Safety Funds.

BUDGET IMPLICATION:

Public Safety Funds

Attachments:

- Quote Attached



SOLUTIONS PROPOSAL



PREPARED FOR:
Saint Francis Fire Department
Captain Tim Kizer
tim.kizer@stfrancismn.org
6122720244

PREPARED BY:
Nicole Falconer
nfalconer@lexipol.com
(949) 226-8080

2611 Internet Blvd, Ste 100
Frisco, Texas 75034
(844) 312-9500
www.lexipol.com

Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, state and federal accreditation, training, mental and physical wellness and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 10,000 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, accreditation, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated policies
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 440 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, achieve accreditation, develop training or wellness content, or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with Saint Francis Fire Department to address your unique challenges.

FireRescue1 Academy

Training is key to improving safety and effectiveness in fire department operations. FireRescue1 Academy's online training platform combines high-quality content with time-saving features to help your training resources go further.

- 24/7 access to online learning, allowing your firefighters to train when it's convenient
- More than 1,000 courses and videos, including more than 440 hours of approved EMS CEUs
- Courses accredited by CAPCE and recognized by the National Registry
- Reports to help you monitor and track training completion, compliance and license renewal
- Features that allow you to automatically document and report ISO training for audits
- Ability to upload and build your own content and create personalized learning plans
- 360-degree customer support, including a personalized onboarding implementation plan, recurring services to help you maximize your training program, and a dedicated Customer Success Manager

Master Class Series - Fire Video Leadership Series - \$5.00 optional add-on per member

Developing current and future leaders is critical for every fire department. The Master Class series from FireRescue1 Academy features nationally renowned speakers and leaders in an up-close and personal format with short video segments and "what would you do" scenarios to tackle the tough issues of fire service leadership.

- Foster career development and inspire current and future fire officers to grow
- Enhance or start a company/chief officer development curriculum
- Equip officers to address the people management and risk management challenges your department faces
- Maintain officer certifications and meet other training mandates
- Reduce travel costs associated with in-person training
- Assign, track and report on learning assignments electronically

EVALS Mobile Skills Assessment

Skills assessments are central to the successful development and preparation of public safety personnel. The EVALS mobile skills assessment solution improves student performance and skills retention by delivering transparent, effective, mobile field training evaluations. With EVALS you can:

- Record live training and review videos to reinforce learning
- Track and document student performance for transparency and accountability
- Configure custom Job Performance Requirements using real-world scenarios to quantify skills-based performance
- Deliver consistent training evaluations across multiple instructors and classes
- Track on-the-job training hours and performance requirement

Echelon Front Leadership Training Series

Through an exclusive partnership, Lexipol and Echelon Front have come together to create a six-part online leadership training series to provide public safety departments and individuals with practical tools and concepts for new and seasoned leaders. This unique series focuses on the battleground-proven leadership concept of Extreme Ownership and applies that mindset to situations first responders can relate to. Leaders at every level of an organization, from chiefs and commissioners to those on the front line, will learn how the power of Extreme Ownership can make a positive impact at public safety agencies.

- 6-part leadership series with Echelon Front founders Jocko Willink and Leif Babin
- Online courses with 24/7 access, allowing personnel to train when it's convenient
- Simple setup process to get you started quickly, backed by technical and customer support
- Access to core features of Lexipol's learning management system, such as tracking and reporting on course assignments
- Continuing education credit through CAPCE and POST in select states

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct topic
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Fire Procedures

Clear and accessible procedures are imperative to ensure safe, effective and consistent emergency response and personnel interactions. Lexipol's fire procedures, based on national best practices, give you critical operational and administrative procedures as well as a template to build on.

- More than 35 best practice procedures designed to support safe and effective operations
- Tactical procedures address the operations most often cited as contributing to firefighter injury or death as well as the most common call types
- Administrative procedures address the areas of highest legal liability as well as best practices for organizational success
- Scenario-based training reinforces live training
- Mobile-friendly decision trees and checklists prevent essential steps from being missed

One-Time-Cost Policy Implementation

Implementation Policy Tier I: High-Risk Policies

Benefit from our proven, systematic approach to implementing policies. Tier I represents about 20% of the manual, including foundational policies necessary to provide structure and authority to your policy manual, as well as policies addressing high-risk, low-frequency and high-risk, high-frequency incidents. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Implementation Policy Tier II: High-Liability Policies

Benefit from our proven, systematic approach to implementing policies. Tier II represents about 20% of the manual, including policies that relate to common day-to-day calls for service that have a higher level of potential liability. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Prepared By: Nicole Falconer
 Phone: (949) 226-8080
 Email: nfalconer@lexipol.com

Quote #: Q-77732-3
 Date: 5/28/2024
 Valid Through: 7/31/2024

Overview

Lexipol empowers first responders and public servants to best meet the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support, committed to improving the quality of life for all community members. Our solutions include state-specific policies, online learning, behavioral health resources, funding assistance, and industry news and information offered through the websites Police1, FireRescue1, EMS1 and Corrections1. Lexipol serves more than 2 million public safety and government professionals in over 10,000 agencies and municipalities. The services proposed below are designed to meet your agency's specific goals and needs.

TRAINING: FireRescue1 Academy, Master Class, Echelon Front, EVALS Skills

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
28	Fire & EMS Learning Platform (12 Months)	USD 92.00	5%	USD 128.80	USD 2,447.20
7	Master Class Series (12 Months)	USD 5.00	5%	USD 1.75	USD 33.25
10	Echelon Front Leadership Training Series (12 Months)	USD 65.00	5%	USD 32.50	USD 617.50
1	EVALS Skills Add On	USD 32.00	5%	USD 1.60	USD 30.40
	Subscription Line Items Total			USD 164.65	USD 3,128.35
				USD 164.65	USD 3,128.35
				TRAINING: FireRescue1 Academy Discount:	USD 164.65
				TRAINING: FireRescue1 Academy TOTAL:	USD 3,128.35

POLICY: Annual Policy Subscription + One-Time Implementation

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months)	USD 3,910.00	5%	USD 195.50	USD 3,714.50
	Subscription Line Items Total			USD 195.50	USD 3,714.50
1	Fire Tier I Implementation	USD 2,648.00	5%	USD 132.40	USD 2,515.60
1	Fire Tier II Implementation	USD 2,879.00	5%	USD 143.95	USD 2,735.05
	One-Time Line Items Total			USD 276.35	USD 5,250.65
				USD 471.85	USD 8,965.15
				POLICY: Annual Policy Subscription + One-Time Implementation Discount:	USD 471.85
				POLICY: Annual Policy Subscription + One-Time Implementation TOTAL:	USD 8,965.15

Discount Notes

- 5% Sourcewell discount applied, City is a member.
- Bundle option:
 - 10% off all services if agency signs up for both FireRescue1 and Policy at the same time plus a 15% discount would be applied to EVALS Skills Add-Ons.

Pricing Notes

- FireRescue1, Master Class, Echelon Front Pricing: Unit Price is per member, per every 12-month term.
- Policy Pricing is based on equivalency of 5 full-time Fire Authorized Staff.



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom- City Administrator
FROM: Dave Schmidt- Fire Chief
SUBJECT: Hiring Part-Time Firefighter- Contingent
DATE: August 19, 2024

OVERVIEW:

The fire department interviewed 2 candidates for the position of firefighter this past week. The fire department is requesting authorization to hire one of the candidates interviewed. The candidate is James Curran. The fire department is requesting authorization to hire James Curran as a firefighter assigned to Station 1, contingent on successful completion of all required pre-employment screening.

ACTION TO BE CONSIDERED:

Approve the hiring of James Curran as part-time firefighter for the City of St. Francis, contingent on successful completion of pre-employment screening, with a start date of October 1st, 2024.

BUDGET IMPLICATION:

All expenses covered by existing fire department budget.



CITY COUNCIL AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Stahl Construction – Pay Applications No. 11 – Labor & Material
DATE: August 19, 2024

OVERVIEW:

Stahl has submitted Pay Application No. 11 for Labor and Material. Both applications have been reviewed by our Architect. The total payment will be for \$794,725.65 The breakdown is below.

- Labor - \$451,050.51
- Material - \$343,675.14

ACTION TO BE CONSIDERED:

Motion to approve Labor & Material Pay Applications No 11.

BUDGET IMPLICATION:

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

Attachments:

- Pay Application No. 11 Labor
- Pay Application No. 11 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. #: 11

App. Date: August 5, 2024

Month: July 2024

Continuation Sheet is attached

Contractor's Application for Payment

Original Contract Price	5,309,997.00
Net Change by Change Order	28,074.63
Changes Approved Previously	25,611.23
Changes Approved this Month	2,463.40
Current Contract Price	5,338,071.63
Work Completed and Material Stored to Date	4,160,541.11
Retainage 5% of Completed Work	155,318.06
Total Earned Less Retainage	4,005,223.05
Less Previous Certificates for payment	3,554,172.54

Current Payment Due \$ **451,050.51**

Balance to Finish, Plus Retainage \$ **1,332,848.58**

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.

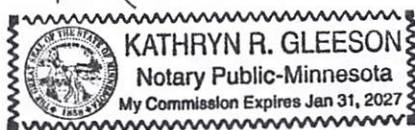
CONTRACTOR

By: *Deborah J. Aldridge* Date: 8.5.24

State: Minnesota
 County: Hennepin

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

Notary Public: *Kathryn R. Gleeson*



Architect's Certificate for Payment

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

ARCHITECT

By: *Vijai Sachdev* Date: 08/13/2024

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

Amount Certified \$ **451,050.51**

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 LABOR
 App. #: 11
 App. Date: August 5, 2024
 Month: July 2024

Cost	Code	Description of Work	Name of Vendor / Subcontractor	Original Schedule of Values	Owner Change Orders	Current Schedule of Values	Work Completed		Materials Stored This Period	Work Completed / Material Stored		Balance		Retainage	
							Previous	This Period		Total	%	Total	%		
		General Conditions	Stahl Construction	\$ 1,373,174.00	\$ 0.00	\$ 1,363,727.00	\$ 824,601.12	\$ 87,516.16	\$ -	\$ 912,117.28	67%	\$ 451,609.72	\$ 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	\$ 10,858.32	297,504.32	286,608.320	-	-	286,608.32	96%	10,896.00	14,330.42	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	401,515.000	-	-	401,515.00	100%	0.00	20,075.75	5%	
03 41 00		Precast Concrete	Taracon	\$ 310,914.00	\$ 0.00	313,732.00	288,864.25	-	-	288,864.25	92%	24,867.75	14,443.21	5%	
05 05 00		Erect Metals	Topline Steel	\$ 65,200.00	\$ 1,670.00	61,381.00	59,381.00	-	-	59,381.00	97%	2,000.00	2,969.05	5%	
06 10 00		Rough Carpentry	Tekton	\$ 160,548.00	\$ 1,372.00	204,290.00	182,420.60	10,934.70	-	193,355.30	95%	10,934.70	9,667.77	5%	
06 20 00		Finish Carpentry	Keystone	\$ 68,200.00	\$ 0.00	70,200.00	-	-	-	-	0%	70,200.00	-	5%	
07 10 00		Damproofing/Waterproofing		\$ 0.00	\$ 0.00	3,999.00	2,749.00	1,250.00	-	3,999.00	100%	0.00	199.95	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	\$ 836.00	76,827.00	74,646.00	2,181.00	-	76,827.00	100%	0.00	3,841.35	5%	
07 60 00		Flashing / Sheetmetal	MoCorp	\$ 30,000.00	\$ 0.00	-	-	-	-	-	#DIV/0!	0.00	-	5%	
07 92 00		Joint Sealants	TBD	\$ 23,352.00	\$ 0.00	23,352.00	-	-	-	-	0%	23,352.00	-	5%	
08 36 00		Sectional Overhead Doors	TBD	\$ 33,702.00	\$ 0.00	24,951.00	24,500.00	-	-	24,500.00	98%	451.00	1,225.00	5%	
08 40 00		Glass/Glazing	East Side Glass	\$ 81,900.00	\$ 600.00	82,500.00	35,190.00	-	-	35,190.00	43%	47,310.00	1,759.50	5%	
09 20 00		Drywall	Prestige	\$ 371,939.00	\$ (1,500.00)	378,500.00	378,500.00	-	-	378,500.00	100%	0.00	18,925.00	5%	
09 30 00		Tiling	Super Set Tile	\$ 33,901.00	\$ 0.00	33,901.00	1,145.36	12,002.03	-	13,147.39	39%	20,753.61	657.37	5%	
09 50 00		Acoustical Ceilings	Minnesota Acoustics	\$ 26,200.00	\$ 0.00	26,200.00	6,000.00	15,000.00	-	21,000.00	80%	5,200.00	1,050.00	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	\$ 250.00	86,770.00	21,630.00	43,510.00	-	65,140.00	75%	21,630.00	3,257.00	5%	
10 14 00		Signage	TBD	\$ 13,295.00	\$ (1,420.00)	11,875.00	-	-	-	-	0%	11,875.00	-	5%	
10 22 26		Operable Partitions	Skold	\$ 16,300.00	\$ (9,100.00)	9,900.00	7,700.00	-	-	7,700.00	78%	2,200.00	385.00	5%	
10 51 70		Security Lockers	Geargrid	\$ 5,880.00	\$ 0.00	5,880.00	5,880.00	-	-	5,880.00	100%	0.00	294.00	5%	
11 99 00		Fire Pole	TBD	\$ 7,000.00	\$ 0.00	-	-	-	-	-	#DIV/0!	0.00	-	5%	
12 20 00		Window Treatments	TBD	\$ 4,500.00	\$ 0.00	4,500.00	-	-	-	-	0%	4,500.00	-	5%	
12 36 00		Solid Surface Countertops	Innovative Surfaces	\$ 32,512.00	\$ 0.00	32,512.00	-	-	-	-	0%	32,512.00	-	5%	
13 24 00		Steam Showers	TBD	\$ 5,000.00	\$ 0.00	1,600.00	-	-	-	-	0%	1,600.00	-	5%	
14 20 00		Elevators	Otis	\$ 37,164.00	\$ 0.00	37,164.00	-	-	-	-	0%	37,164.00	-	5%	
14 60 00		Hoists 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	\$ (200.00)	72,800.00	69,900.00	-	-	69,900.00	96%	2,900.00	3,495.00	5%	
22 00 00		Plumbing	Falcon	\$ 402,000.00	\$ 18,233.00	425,072.00	369,050.50	40,137.50	-	409,188.00	96%	15,884.00	20,459.40	5%	
23 00 00		HVAC	Sentra Sota	\$ 392,000.00	\$ 6,039.00	398,039.00	257,494.00	57,350.00	-	314,844.00	79%	83,195.00	15,742.20	5%	
26 00 00		Electrical	AJ Moore	\$ 285,137.00	\$ 26,139.51	311,276.51	175,531.38	53,785.35	-	229,316.73	74%	81,959.78	11,465.84	5%	
32 12 00		Asphalt Paving	Northwest Bituminous	\$ 34,700.00	\$ 0.00	34,700.00	-	-	-	-	0%	34,700.00	-	5%	
32 16 00		Site Concrete	Crosstown Masonry	\$ 219,000.00	\$ 1,953.00	223,005.00	81,000.00	140,505.00	-	221,505.00	99%	1,500.00	11,075.25	5%	
32 90 00		Landscaping	Springfall Landscaping	\$ 35,766.00	\$ (4,120.00)	31,646.00	-	-	-	-	0%	31,646.00	-	5%	

Continuation Sheet



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

Stahl Job #: 4020 LABOR
App. #: 11
App. Date: August 5, 2024
Month: July 2024

Cost	Code	Description of Work	Name of Vendor / Subcontractor	Original Schedule of Values	Owner Change Orders	Current Schedule of Values	Work Completed		Materials Stored This Period	Work Completed / Material Stored		Balance	Retainage	
							Previous	This Period		Total	%		Total	%
		Allowances												
70 80 13		Allowance for Building Permit		110,000.00	\$ (27,006.44)	82,993.56	82,993.56	-	-	82,993.56	100%	0.00	-	0%
71 00 00		Contingency		80,418.00	\$ 0.00	75,666.00	-	-	-	-	0%	75,666.00	-	0%
		Subtotals		\$ 5,249,997.00	\$ 24,604.39	\$ 5,274,601.39	\$ 3,646,900.09	\$ 464,171.74	\$ 0.00	\$ 4,111,071.83	78%	\$ 1,163,529.56	\$ 155,318.06	
90 00 00		Contractor Overhead / Profit	Stahl Construction	60,000.00	3,470.24	63,470.24	43,757.73	5,711.55	-	49,469.28	78%	14,000.96	0.00	0%
		Totals		\$ 5,309,997.00	\$ 28,074.63	\$ 5,338,071.63	\$ 3,690,657.82	\$ 469,883.29	\$ 0.00	\$ 4,160,541.11	78%	\$ 1,177,530.52	\$ 155,318.06	

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. #: 11

App. Date: August 5, 2024

Month: July 2024

Continuation Sheet is attached

Contractor's Application for Payment

Original Contract Price	6,531,580.00
Net Change by Change Order	47,670.31
Changes Approved Previously	48,011.86
Changes Approved this Month	(341.55)
Current Contract Price	6,579,250.31
Work Completed and Material Stored to Date	5,601,738.50
Retainage	-
Total Earned	5,601,738.50
Less Previous Certificates for payment	5,258,063.36

Current Payment Due \$ **343,675.14**

Balance to Finish, Including Retainage \$ **977,511.81**

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.

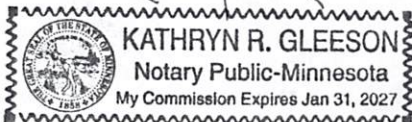
CONTRACTOR

By: *Derek J. Abdo* Date: 8.5.24

State: Minnesota
 County: Hennepin

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

Notary Public: *Kathryn R. Gleeson*



Architect's Certificate for Payment

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

ARCHITECT

By: *Vijai Sachdev* Date: 08/13/2024

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

Amount Certified \$ **343,675.14**

Approved by OWNER

By: _____ Date: _____

Continuation Sheet



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

Stahl Job #: 4020-10 Material
 App. #: 11
 App. Date: August 5, 2024
 Month: July 2024

Cost	Code	Description of Work	Name of Vendor / Subcontractor	Original Schedule of Values	Owner Change Orders	Current Schedule of Values	Work Completed		Materials Stored This Period	Work Completed / Material Stored		Balance	Retainage	
							Previous	This Period		Total	%		Total	%
01 80 19	Insurance	Stahl Construction	\$ 40,000.00	\$ 0.00	40,000.00	40,000.00	-	-	40,000.00	100%	0.00	-	0%	
03 30 00	Concrete	Northland Concrete	\$ 223,085.00	\$ 0.00	223,085.00	223,085.00	-	-	223,085.00	100%	0.00	-	0%	
03 41 00	Precast Concrete	Taracon	\$ 1,981,079.00	\$ 0.00	1,981,079.00	1,981,079.00	-	-	1,981,079.00	100%	0.00	-	0%	
05 10 00	Furnish Metals	Ben's Structural	\$ 200,657.00	\$ 6,529.00	207,781.00	207,781.00	-	-	207,781.00	100%	0.00	-	0%	
06 10 00	Rough Carpentry	Tekton	\$ 38,775.00	\$ 0.00	38,775.00	36,836.25	-	-	36,836.25	95%	1,938.75	-	0%	
06 40 00	Architectural Woodwork	Distinctive Cabinets	\$ 101,940.00	\$ 0.00	101,940.00	-	45,860.00	-	45,860.00	45%	56,080.00	-	0%	
06 60 00	Solid Surface / Stainless Fabrications	MoCorp	\$ 1,745.00	\$ 0.00	-	-	-	-	-	#DIV/0!	0.00	-	0%	
07 01 00	Dampproofing/Waterproofing		\$ 0.00	\$ 0.00	2,751.00	2,251.00	500.00	-	2,751.00	100%	0.00	-	0%	
07 40 00	Metal Panels	Progressive Building Systems	\$ 9,277.00	\$ 0.00	9,277.00	-	-	-	-	0%	9,277.00	-	0%	
07 50 00	Roofing	Northern Exposure	\$ 260,548.00	\$ 293.00	260,841.00	260,841.00	-	-	260,841.00	100%	0.00	-	0%	
07 60 00	Flashing / Sheet Metal	MoCorp	\$ 25,000.00	\$ 0.00	25,717.90	15,307.11	-	-	15,307.11	60%	10,410.79	-	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	\$ (35.00)	188,165.00	156,785.00	-	-	156,785.00	83%	31,380.00	-	0%	
08 36 00	Sectional OH Doors	TBD	\$ 190,981.00	\$ 0.00	181,945.00	181,945.00	-	-	181,945.00	100%	0.00	-	0%	
08 40 00	Glass/Glazing	East Side Glass	\$ 210,200.00	\$ 0.00	210,200.00	197,750.00	-	-	197,750.00	94%	12,450.00	-	0%	
09 20 00	Drywall	Prestige	\$ 145,000.00	\$ 300.00	145,300.00	145,300.00	-	-	145,300.00	100%	0.00	-	0%	
09 30 00	Tiling	Super Set Tile	\$ 34,536.00	\$ 0.00	34,536.00	1,145.36	27,016.08	-	28,161.44	82%	6,374.56	-	0%	
09 50 00	Acoustical Ceilings	Minnesota Acoustics	\$ 40,300.00	\$ 0.00	40,300.00	20,150.00	-	-	20,150.00	50%	20,150.00	-	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	\$ 40.00	14,740.00	3,675.00	10,330.00	-	14,005.00	95%	735.00	-	0%	
10 14 00	Signage	TBD	\$ 62,396.00	\$ (9,529.00)	52,867.00	-	-	-	-	0%	52,867.00	-	0%	
10 22 26	Operable Partitions	Skold	\$ 7,200.00	\$ 9,100.00	16,300.00	2,000.00	-	-	2,000.00	12%	14,300.00	-	0%	
10 51 70	Security Lockers	Geargrid	\$ 22,370.00	\$ 0.00	22,370.00	22,370.00	-	-	22,370.00	100%	0.00	-	0%	
10 75 00	Light Poles	Construction Supply	\$ 44,955.00	\$ 5,947.55	50,902.55	6,819.00	-	-	6,819.00	13%	44,083.55	-	0%	
11 99 00	Fire Pole	McIntire Brass Works	\$ 50,000.00	\$ 0.00	50,000.00	46,400.00	2,077.00	-	48,477.00	97%	1,523.00	-	0%	
12 20 00	Window Treatments	TBD	\$ 35,530.00	\$ 0.00	35,530.00	-	-	-	-	0%	35,530.00	-	0%	
12 36 00	Solid Surface Countertops	Innovative Surfaces	\$ 76,135.00	\$ 0.00	76,135.00	-	-	-	-	0%	76,135.00	-	0%	
13 24 00	Steam Bath	TBD	\$ 13,447.00	\$ 0.00	7,609.00	-	-	-	-	0%	7,609.00	-	0%	
14 20 00	Elevators	Otis	\$ 55,748.00	\$ 0.00	55,748.00	37,165.00	-	-	37,165.00	67%	18,583.00	-	0%	
14 60 00	Holst and Cranes	Aero	\$ 7,250.00	\$ 0.00	6,850.00	-	-	-	-	0%	6,850.00	-	0%	
21 00 00	Fire Suppression	Breth Zen Zen	\$ 58,800.00	\$ (2,000.00)	56,800.00	55,860.00	-	-	55,860.00	98%	940.00	-	0%	
22 00 00	Plumbing	Falcon	\$ 565,000.00	\$ 30,360.10	615,827.20	536,181.80	72,325.50	-	608,507.30	99%	7,319.90	-	0%	
23 00 00	HVAC	Sentra Sota	\$ 436,000.00	\$ 9,489.00	445,489.00	408,447.00	27,800.00	-	436,247.00	98%	9,242.00	-	0%	
26 00 00	Electrical	AJ Moore	\$ 844,523.00	\$ 858.93	845,381.93	447,538.27	68,712.00	-	516,250.27	61%	329,131.66	-	0%	
31 00 00	Earthwork	D.W.	\$ 99,500.00	\$ 0.00	99,500.00	97,000.00	-	-	97,000.00	97%	2,500.00	-	0%	
32 12 00	Asphalt Paving	Northwest Bituminous	\$ 48,800.00	\$ 0.00	48,800.00	-	-	-	-	0%	48,800.00	-	0%	
32 16 00	Site Concrete	Crosstown Masonry	\$ 152,000.00	\$ 2,983.00	157,535.00	72,000.00	85,535.00	-	157,535.00	100%	0.00	-	0%	
32 90 00	Landscaping	Springfall Landscaping	\$ 45,203.00	\$ (7,287.00)	37,916.00	-	-	-	-	0%	37,916.00	-	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 Material
App. #: 11
App. Date: August 5, 2024
Month: July 2024

Cost	Code	Description of Work	Name of Vendor / Subcontractor	Original Schedule of Values	Owner Change Orders	Current Schedule of Values	Work Completed		Materials Stored This Period	Work Completed / Material Stored		Balance		Retainage	
							Previous	This Period		Total	%	Total	%		
71 00 10	Unallocated			2,980.00									0.00		
71 00 00	Contingency			40,000.00	\$ 0.00	32,916.00					0%	32,916.00		0%	
			Subtotals	\$ 6,466,580.00	\$ 47,049.58	\$ 6,513,629.58	\$ 5,205,711.79	\$ 340,155.58	\$ 0.00	\$ 5,545,867.37	85%	\$ 967,762.21	\$ 0.00		
90 00 00	Contractor Overhead / Profit		Stahl Construction	65,000.00	620.73	65,620.73	52,351.57	3,519.56	-	55,871.13	85%	9,749.60	0.00	0%	
			Totals	\$ 6,531,580.00	\$ 47,670.31	\$ 6,579,250.31	\$ 5,258,063.36	\$ 343,675.14	\$ 0.00	\$ 5,601,738.50	85%	\$ 977,511.81	\$ 0.00		



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Paul Carpenter, Public Works Director
SUBJECT: 2025 HVAC Contract
DATE: August 19, 2024

OVERVIEW:

The beginning of 2025 leaves the City without a maintenance contract for the Police/Public Works, Waste Water Treatment Plant, Water Plant, temporary fire station, warming house, and Liquor Store buildings HVAC equipment. The addition of the new City Hall/Fire Station also adds a substantial addition of new equipment to the current roster.

The previous contracts have fallen short of expectations. The scope staff put together for the new contract is much more specific and robust. It will increase the maintenance intervals to decrease expensive repair costs in the future, it also provides the opportunity of having one number to call for service at any City building allowing for faster response times.

Four well known comparable companies were contacted and interviewed by staff to answer any questions or concerns and to properly vet these issues with all four companies for an “apples to apples” approach.

ACTION TO BE CONSIDERED:

Council to award the 2025 HVAC Contract to Yale per work session discussion and staff recommendation.

BUDGET IMPLICATION:

Contract to be paid bi-annually out of O & M Contract line.

Attachments:

- HVAC Service Contract Scope and Equipment List
- Service Agreement Proposals from NAC, UHL, Yale, and Harris

St. Francis HVAC Service Contract Scope

The City of St. Francis is requesting quotes for a one-year renewable, preventative maintenance agreement to provide preventative maintenance on all City HVAC equipment. The contract price to be billed semi-annual. The City will provide filters and access to water for maintenance activities. Below is a list of expectations:

COOLING SYSTEMS - Semi-Annual

- A. Check sight glasses and moisture indicators.
- B. Check refrigerant controls.
- C. Check refrigerant level(s).
- D. Inspect and adjust drive belts as necessary.
- E. Replace faulty and worn belts.
- F. Leak test refrigerant system, if applicable.
- G. Check and adjust operation of refrigerant cycle.
- H. Check expansion, solenoid and other valves.
- I. Lubricate motor bearing as required.
- J. Test head and suction pressures of compressors.
- K. Check oil pressure and level, if applicable.
- L. Check operation of unloaders and adjust if required (if applicable).
- M. Inspect starters and contactors.
- N. Inspect condensate drain and pan, clean if necessary.
- O. Clean contacts on relays and contactors, if required.
- P. Remove, clean and replace all washable filters.
- Q. Replace throwaway air filters or media.

AIR COOLED CONDESERS – Semi-Annual

- A. Externally clean air-cooled condenser surfaces twice yearly.
- B. Lubricate fan and motor bearings as required.
- C. Inspect and adjust fan staging control, if required.
- D. Inspect, clean and adjust fan contractor as required.
- E. Inspect fan blades for stress cracks.
- F. Recommend bearing and/or shaft replacement, if required.
- G. Recommend chemical cleaning of condensing coils, if required.

HEATING SYSTEMS (FORCED AIR) & UNIT HEATERS - Annually

- A. Inspect, test and adjust all operating and safety controls.
- B. Inspect and adjust burner and pilot as required.
- C. Clean burners and pilots.
- D. Inspect belts, adjust or replace as required.
- E. Check and adjust damper motors.
- F. Inspect heat exchangers for leaks, rust and flaking.

- G. Inspect and lubricate draft inducer fan.
- H. Inspect operation of high limit and fan switch.
- I. Recommend replacement of faulty heat exchanger, if required.
- J. Check operation on natural gas firing.
- K. Check for fuel leaks.
- L. Remove and clean all washable filters and replace non-washable filters - **Quarterly**.
- M. Replace throwaway air filters or media.

AIR HANDLING AND FAN COIL UNITS – **Annually**

- A. Lubricate and inspect motor bearings.
- B. Lubricate and inspect fan and blower bearings.
- C. Inspect and adjust drive belts as necessary.
- D. Replace faulty and worn drive belts.
- E. Clean fresh air intake screen as required.
- F. Inspect operation of all dampers, adjust if necessary.
- G. Check operation of freeze controls.
- H. Inspect coil surfaces, recommend cleaning as required.
- I. Inspect fresh air controls and settings, adjust if required.
- J. Clean and test condensate pan and drain.
- K. Remove and clean all washable filters.
- L. Replace throwaway air filters or media.

ELECTRIC & PNEUMATIC TEMPERATURE CONTROL SYSTEMS – **Annually**

- A. Check all thermostat operations, settings and anticipators.
- B. Check operation of all damper motors and controls.
- C. Inspect all relay, contractor and starter contacts.
- D. Recommend replacement of contacts when necessary.
- E. Check operation of change-over switches and relays.

BOILER HEATING SYSTEMS – **Annually**

- A. Inspect surfaces of heating coils.
- B. Recommend cleaning of heating coil surfaces.
- C. Inspect strainers and valves, clean as required.
- D. Inspect, test and adjust boiler safety controls.
- E. Inspect all automatic and motorized valves on boiler.
- F. Check water make-up valves and controls.
- G. Check boiler water level and level control.
- H. Inspect, clean and adjust burner and pilot operations.
- I. Inspect and lubricate draft fans and motors.
- J. Check operation on natural gas firing.
- K. Check for fuel leaks.

WATER HEATER – **Annually**

- A. Record initial hot water delivery temperature and adjust and record final delivery temperature when necessary.
- B. Test T&P relief valve.
- C. Check and record gas pressure and firing sequence.
- D. Check and clean burner, ignitor, and flame rectification rod if applicable.
- E. Drain, clean, and flush the storage tank.
- F. Check and clean anode rod.
- G. Check vents or chimney terminators.
- H. Check recirculating pump operation, if applicable.

*Must be proficient with Niagara operating software for PW/PD HVAC System. Be able to provide a schedule of rates.

HVAC Equipment List

Old City Hall					
Location	Unit	Qty	Model	Serial#	Year
	Payne Furnace	1	PG9MAB036060AA 52	4505A02496	
	Payne	1	PGPMAB0360	38058303754	
		1			
		1			
Warming House					
Location	Unit	Qty	Model	Serial#	Year
	Outside Air	1	Bryant – PA105A036-A	2101E08016	
	Furnace	1	Bryant - Plus 80		
Liquor Store					
Location	Unit	Qty	Model	Serial#	Year
	Forced Air	1	Bryant		2018
	Forced Air	1	Bryant		2018
	Evap/Cond.	1			
	Evap/Cond.	1			
	Evap/Cond.	1			
Water Treatment Facility					
Location	Unit	Qty	Model	Serial#	Year
	Forced Air/Cond	1	Bryant	2108A04895	08/2008
	Dehumidifier	10			08/2008
HSP Room	Split System	1	Bryant	524AEC120000ABHC	08/2008
	Mini Split	2			08/2008
	Unit Heater	8	Reznor		08/2008
	Outside Air SW	1	Bryant – 123RAA036-C	320BE05210	08/2008
	Outside Air - Middle	1	Currier- 58MAQB18R-3	2216U16317	08/2008
	MAU - SE	1	Bryant – 569DBX120000AA	420SC50085	08/2008
Tool Room		1	UDAS-45	SBHE79Y2N49910X	05/2008
Pipe Gallery		1	UDAS-45	SBHE79Y2N49360X	05/2008
Upstairs behind blower		1	UDAS-45	SBHE79Y2N49359X	05/2008
Upstairs by Compressor		1	UDAS-45	SBHE79Y2N49909X	05/2008
Aerator Room		1	UDAS-30	SBHE79Y2N45879X	04/2008
Garage		1	UDAS-30	SBHE79Y2N49905X	05/2008
Gen Room		1	UDAS-30	SBHE79Y2N49904X	05/2008
E Side of Walkway,		1	UDAS-45	SBHE79Y2N49911X	05/2008

between Filters & Detention Tank					
W Side of Walkway		1	UDAS45	SBHE79Y2N49361X	08/2008
Fluoride Rm		1	W500483CTLS	692566-1	08/2008
Chlorine Rm		1	W500483CTLSD	443642-1	08/2008

Wastewater Treatment Facility

Location	Unit	Qty	Model	Serial#	Year
Operations Bldg.	Hot Water Boiler B-1	1	60		2017
Operations Bldg.	Hot Water Boiler B-2	1	60		2017
Operations Bldg.	MAU-2 Lower Level	1	Titan TAH-ID0800 HRH		2017
Operations Bldg.	MAU-3 Fume Hood	1	Reznor RDH-100		2017
Operations Bldg.	MAU-4 Ferric Room	1	Reznor SDH-100		2017
Operations Bldg.	MAU-5 Garage	1	Titan TAH-ID0800 HRH		2017
Operations Bldg.	Gas Fired Htr UH-3	1	Reznor UDAS-75		2017
Operations Bldg.	Gas Fired Htr UH-4	1	Reznor UDAS-75		2017
Operations Bldg.	Air Cooled Cond. Unit CU-1	1	Carrier 38HDR024		2017
Operations Bldg.	Air Cooled Cond. Unit CU-2	1	Trane 4TTR5030E1		2017
Operations Bldg.	Air Cooled Cond. Unit CU-3	1	Trane 4TTR5060E1		2017
Operations Bldg.	Ductless Split ACU-1	1	Carrier 40QAC024		2017
Pretreatment Bldg.	MAU-1 Grit Room	1	Titan TAH-ID0800 HRD		2017
Pretreatment Bldg.	Gas Fired Htr. UH-1	1	Reznor UDAS-30		2017
Pretreatment Bldg.	Gas Fired Htr. UH-2	1	Reznor UDAS-30		2017
Pretreatment Bldg.	Electric Htr. EH-1 Grit Room	1			2017
Pretreatment Bldg.	Electric Htr. EH-2 Grit Room	1			2017

Pretreatment Bldg.	Electric Htr. EH-3 Electrical Rm	1			
Tertiary Bldg.	Hot Water Boiler B-3	1	60		2017
Tertiary Bldg.	Hot Water Boiler B-4	1	60		2017
Tertiary Bldg.	MAU-6 UV Room	1	Titan TAH-ID0400 HRH		2017
Tertiary Bldg.	Air Cooled Cond. Unit CU-4	1	Carrier 38HDR060		2017
Tertiary Bldg.	Electric Htr. EH-4 SO2 Room	1			2017
Tertiary Bldg.	Ductless Split ACU-2	1	Carrier 40QAC060		2017

Public Works/Police

Location	Unit	Qty	Model	Serial#	Year
PW/PD	Boilers	2	Viessman Vitodens	Ser.8094	2011
PW/PD	RTU	1	Captive Aire		2011
PW/PD	Cooling	2	Aaon	Model: Rn013-3-0- ea09-3f9 Serial:201202- ANGK20953	2011
	Air handling	4	Grease master	Gm-a2-d.250-g15	2011
	Exhaust fans	11			2011
	Radiant heat	11	Re-verber-ray	Mod: hl3-40-100N	2011
	Forced air heaters	2			2011

New - City Hall Fire Station

Location	Unit	Qty	Model	Serial#	Year
CHFS	RTU #1 – 7.5 Ton	1	48LCSB08B3A6- 1N4C0		2024
CHFS	RTU #1 – 7.5 Ton	1	48LCSB08B3A6- 1N4C0		2024
CHFS	RTU #1 – 7.5 Ton	1	48LCSB08B3A6- 1N4C0		2024
CHFS	RTU #2 – 10 Ton	1	48LCSB12B3A6- 1N4C0		2024
CHFS	RTU #2 – 10 Ton	1	48LCSB12B3A6- 1N4C0		2024
CHFS	RTU #2 – 10 Ton	1	48LCSB12B3A6- 1N4C0		2024
CHFS	RTU #2 – 10 Ton	1	48LCSB12B3A6- 1N4C0		2024
CHFS	Gas-Fired Boiler #1	1	CONDEXA PRO 117 NA		2024
CHFS	Gas-Fired Boiler #2	1	CONDEXA PRO 117 NA		2024

CHFS	Gas-Fired Boiler #3	1	CONDEXA PRO 117 NA	
CHFS	RTU#3 – 6 Ton	1	48LCSB07B3A6-1N4C0	2024
CHFS	Unit Heater #1	1		2024
CHFS	Unit Heater #2	1		2024
CHFS	Unit Heater #3	1		2024
CHFS	Unit Heater #4	1		2024
CHFS	Unit Heater #5	1		2024
CHFS	Unit Heater #6	1		2024
CHFS	Unit Heater #7	1		2024
CHFS	Unit Heater #8	1		2024
CHFS	Air Cooled Condenser #1	1		2024
CHFS	Air Cooled Condenser #2	1		2024
CHFS	Air Cooled Condenser #3	1		2024
CHFS	Air Cooled Condenser #4	1		2024
CHFS	Circ Pumps #1	1		2024
CHFS	Circ Pumps #2	1		2024
CHFS	Circ Pumps #3	1		2024
CHFS	Circ Pumps #4	1		2024
CHFS	Circ Pumps #5	1		2024
CHFS	Circ Pumps #6	1		2024
CHFS	Circ Pumps #7	1		2024
CHFS	Circ Pumps #9	1		2024
CHFS	Circ Pumps #10	1		2024
CHFS	Circ Pumps #11	1		2024
CHFS	Circ Pumps #12	1		2024
CHFS	VAV Box	37		2024



August 8, 2024
Mr. Parish Barten
City of St. Francis
3750 Bridge St NW
St. Francis, MN 55070

Re: St Francis HVAC Service Contract

NAC is pleased to present the following proposal for quarterly maintenance as outlined in prebid scope meeting.

Mechanical Labor Rate Table

Regular Hourly Rate: \$175.00/hr
Emergency Service Labor Rate: \$260.00/hr
Trip Charge: \$101.50

Quarterly Preventative Maintenance Rate: Sites included in preventative maintenance: Waste Water Treatment, Water Treatment, Liquor Store, Warming House, New City Hall and Fire Station, Public Works/police

Semi-Annual Price: \$ 24,515.00

Notes:

- 1. Proposal based upon normal working hours.
- 2. Lifts, Filters, Belt provided by City of St. Francis
- 3. Factory boiler maintenance kits not include.
- 4. 3% annual price increase.

If you have any questions feel free to contact us anytime, or if you would like us to proceed please sign proposal and fax or e-mail back at your convenience. Thank you for the opportunity to quote this work.

CITY OF ST. FRANCIS

Signature: _____
 Name: _____
 Title: _____
 Date: _____

NAC MECHANICAL & ELECTRICAL SERVICES

Signature: _____
 Name: Doug Batcha
 Title: Account Manager
 Date: _____



9065 Zachary Lane North
Maple Grove, MN 55369

SERVICE AGREEMENT PROPOSAL



CUSTOMER

City of St. Francis
16150 Crosstown Boulevard Northwest
Andover, MN 55304

SITES

City Hall/Fire
Wastewater Treatment Facility
Water Department
Warming Building
St. Francis Liquor Store
4020 Building
Police Department/Public Works

UHL SCHEDULING/SERVICE

(763) 425-7226



9065 Zachary Lane North
Maple Grove, MN 55369
763.425.7226

Preventative Maintenance Agreement

City of St. Francis
16150 Crosstown Boulevard Northwest
Andover, MN 55304

Attention: Parish Barten

UHL Company is pleased to provide City of St. Francis with a (1) year Mechanical and Energy Management System (EMS) preventative maintenance agreement. This contract will include functional testing for the mechanical equipment as further described in this agreement.

Advantages of a Mechanical and Energy Management System (EMS) Service Agreement

1. Reduce energy consumption.
2. Lower operating costs.
3. Minimize equipment down time.
4. Extend the life of the equipment.
5. Maintain comfort throughout the building.
6. Improve indoor air quality.
7. UHL contract customers will save an average of \$20/hr over non-contract customers on all service related work.
8. UHL is a Certified Building Management System EcoXpert partner of Schneider Electric with a team of employees that have undergone rigorous training within our organization. We recognize the importance of education to our customers and offer, at no fee, access to Schneider Electric’s Energy University and SmartUser Academy on-line training. These e-learning courses are available 24/7/365 and offer proficiency education in specific categories. There are over 200 e-learning courses in 13 languages. Included as part of this service proposal is the ability for your staff to receive access to this training at no additional charge.

UHL Safety

UHL Company is committed to providing a safe work environment for our employees and customers; we are continually applying safety to all areas of our organization. Our safety program includes comprehensive annual and ongoing safety training, including the use of personal protection equipment, weekly toolbox talks, and the clear expectation that our employees must work safely.

1. UHL Company, Inc. is Lead-safe Certified under the new Environmental Protection Agency (EPA) Lead-Safe Law, which went into effect April 22, 2010.
2. UHL continues to be a member of the Minnesota Safety Council and attends the Minnesota Health & Safety conference every year.

FieldConnect - Field Service Portal

UHL Company’s service technicians utilize electronic wireless service software. Contracts come with FieldConnect service software (SaaS).

1. All service tickets will be digitally stored on a secure website viewable by qualified customer personnel.
2. Each scheduled call has a specific set of tasks detailing exactly what needs to be performed and what special skills, tools or instruments are required to keep equipment operating at original specifications.
3. FieldConnect work order system gives customer the ability to request service from UHL Company, and look up present and completed work orders.
4. FieldConnect software is a SaaS, which means no software installed on customer IT infrastructure, and no software to maintain or upgrade.
5. Customer’s maintenance personnel can utilize UHLs FieldConnect work order system, which allows all service requests to be tracked for response time and resolution. EMERGENCY calls need to be made via phone to our service department.
6. FieldConnect training included in contract.

Responsibilities of the Contract - Mechanical

1. UHL Company will provide preventative maintenance on the equipment at the sites listed on **Exhibit A**. All PM visits will be scheduled in advanced.
2. UHL Company will provide quarterly pre-filter changes on RTUs and Furnaces. Customer to supply filters.
3. UHL Company will provide semi-annual pre-filter changes on Make-up Air Units and clean reusable filters on Mini-Splits. Customer to supply filters.
4. UHL Company will provide belt inspections during PM visits. If belt replacement is needed, it will be billed separately with customer approval.
5. UHL Company will provide semi-annual (spring, summer) Coil Cleaning on RTUs, Condensing Units, Dehumidifiers, Mini-splits, Walk-in Evaporators and Heat Pumps.
6. UHL Company will provide annual (fall) cleaning on Boilers. Boiler maintenance kits at the Wastewater Treatment Facility and Fire/City Hall are included in contract.
7. UHL Company will provide annual (fall) sensor calibration on (3) NO2 Sensors and (4) CO sensors at Police Department/Public Works.
8. Customer to provide lift for aerial unit inspections at all locations.

Responsibilities of the Contract - Controls

9. UHL Company will provide one annual service trip to complete annual database backups, install revision updates, if applicable, troubleshoot any EMS related customer issues, and complete system preventative maintenance at the Police Department/Public Works Building.
10. All contract work above and beyond this agreement will be completed at our preferred contract rates.
11. This contract will be completed during normal business hours Monday-Friday from 7:00am-3:30pm.

Controllers inspected and tested under 1-year contract

Site	Controllers	Quantity	Manufacturer
PD & Public Works	JACE-8100	1	Schneider Electric

Terms and Payment

This service agreement shall begin on the **1st** day of **January, 2025** and shall continue for a period of one (1) year and from year to year thereafter until terminated. After the initial term, either party may terminate this agreement upon a thirty-day written notice prior to the anniversary date of this agreement. Additional terms and conditions (“Terms”) are located on the last page of this form.

Contract Cost per Year - Mechanical

Year	Annual Cost
2025	\$39,553.00

Contract Cost per Year - Controls

Year	Annual Cost
2025	\$1,648.00

In addition to the annual contract amount, the customer shall pay any present taxes or governmental charges with regard to the transfer, use, or ownership or possession of the equipment covered by this agreement.

Invoices will be issued **semi-annual** as agreed. First invoice will be sent out on contract start date. Payment will be made within 30-days of invoice date.

This proposal, including the attached pages, other Terms set forth on the last page, special conditions and attachments constitutes the entire agreement and shall become a valid contract after customer acceptance and credit approval by UHL. This agreement supersedes all prior presentations and agreements not incorporated herein. This proposal is valid until **December 31, 2024**.

Required Signatures:

Submitted for: UHL Company	This agreement is accepted for: City of St. Francis
Approved by: Jake Lehmann	Approved by: <i>(Please print)</i>
Title: Account Manager	Title:
Signature: <i>Jake Lehmann</i>	Signature:
Dated: 8/5/2024	Dated:
Phone: 763.425.7226	Phone:

1. This service agreement will be for a term of one year beginning on start date and will automatically renew from year to year. Contract pricing is subject to change on automatic renewal dates. Either party may terminate this agreement by providing written notice 30 days before the end of renewal date. Should the contract be canceled for cause, the outstanding account balance must be paid in full prior to cancellation.
2. The customer will provide and permit reasonable access to all covered equipment. UHL will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services during normal business hours. This Proposal assumes that all pieces of equipment are in proper operating condition. UHL shall inspect and report to the customer any malfunctions and defects within thirty (30) days after commencement of the contract. If the equipment cannot be operated within the thirty (30) day period due to seasonal conditions or other factors beyond our control, the period for initial inspection will be extended for a mutually agreed upon period. Upon completion of the inspection, UHL may make recommendations and to assist in restoring the equipment to proper operating condition. However, all of the restoration costs shall be borne by the customer unless otherwise stated in this Proposal. Any piece of covered equipment will be excluded from liability if the reported recommendations from the inspection are not accepted and repair work performed. Any repairs or services resulting from power failures, freezing, roof leaks, or air side corrosion will be paid for by the customer in accordance with UHL currently established rates.
3. In the unlikely event of failure to perform its obligations, UHL's liability is limited to repair or replacement, at its option; such shall be the customer's sole remedy. Under no circumstances will UHL be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of the customer's tenants or clients, or any special, indirect or consequential damages.
4. The agreement does not include responsibility for system design deficiencies, such as but not limited to poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).
5. UHL will use competent personnel and state of the art equipment to perform its work in a timely and professional manner.
6. UHL warrants it is protected by Worker's Compensation insurance, public liability insurance and property damage insurance policies. Certificates for all such insurance policies will be provided to you upon written request. You will carry fire, tornado, Builder's Risk with full owner and contractor coverage's and other necessary insurance for the project.
7. Payment is due within 30 days of UHL's invoice date. Interest shall accrue on any unpaid balance at a rate of 1.5% per month. Acceptance by UHL of partial payments shall not constitute any release of collection or lien rights.
8. In the event of your default, UHL may terminate this agreement and recover the balance due. You will pay all expenses, damages and cost, including reasonable attorney's fees, incurred by UHL in collecting the outstanding debt.
9. Unless otherwise specified in the Proposal, UHL will not furnish any performance or material payment bond.
10. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by UHL.
11. All material and equipment furnished and installed by UHL will carry the manufacturer's standard warranty. In many cases, this warranty will include an allowance for the cost of labor and related costs such as crane rental, refrigerant, etc., for correcting defects in material and workmanship. However, if the standard manufacturer's warranty does not provide for this additional coverage, the owner will be responsible for payment of these repairs. **THIS WARRANTY SPECIFICALLY EXCLUDES COVERAGE FOR ENVIRONMENTAL CONDITIONS, SUCH AS MOLD. UHL HAS MADE NO INSPECTION FOR, NOR REPRESENTATION REGARDING THE EXISTENCE OR NON-EXISTENCE OF MOLD ON THE OWNER'S PREMISES. UHL HAS FURTHER MADE NO PROMISE OR AFFIRMATION THAT THE MATERIALS AND LABOR PROVIDED WILL ASSIST IN THE PREVENTION OR REMEDIATION OF MOLD OR OTHER ENVIRONMENTAL CONCERNS.**
12. Our pricing does not cover any cost that may be incurred due to hazardous material or its removal or disposal, unless specifically provided for in the attached Proposal. If such costs are incurred by UHL, they will be passed on to you at UHL's actual cost without the need for written approval.
13. All planned and routine labor is to be performed during UHL's normal working hours unless specified elsewhere this Proposal.
14. This contract constitutes the entire agreement and complete understanding between the parties. No verbal representations shall be binding on either party and you have not relied on any representation made by UHL that is not contained herein.
15. These Terms may in some instances conflict with some of the terms and conditions or other document issued by you. In such case, the Terms contained herein shall govern and acceptance of this Proposal is conditioned upon your acceptance of the Terms herein.
16. Uhl shall not be liable for any penalty or damage, delay or injury, or for failure to give notice of delay, or to perform, when such damage, delay, injury or failure is due to the elements, acts of God, acts of the owner, act of civil or military authority, war, riots, terrorism, concerted labor action, strikes, shortages of materials, accidents or any cause beyond the reasonable control of UHL. The completion date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.

EXHIBIT A

Agenda Item # 4G.

Equipment Type	MFG	Location	Area Served	PM Schedule			
				Winter	Spring	Summer	Fall
PD/Public Works							
Circ Pumps							X
Boiler-1 (condensing) Boiler Kit N/A							X
Boiler-2 (condensing) Boiler Kit N/A							X
Exhaust Fan-1							X
MAU-1					X		X
MAU-2					X		X
MAU-3					X		X
MAU-4					X		X
RTU-1				X	X	X	X
RTU-2				X	X	X	X
UH-1							X
UH-2							X
UH-3							X
Water Heater-1							X
NO2 Sensors							X
CO Sensors							X
Fire & City Hall							
RTU-01	Carrier	Roof		X	X	X	X
RTU-02	Carrier	Roof		X	X	X	X
RTU-03	Carrier	Roof		X	X	X	X
RTU-04	Carrier	Roof		X	X	X	X
RTU-05	Carrier	Roof		X	X	X	X
RTU-06	Carrier	Roof		X	X	X	X
RTU-07	Carrier	Roof		X	X	X	X
RTU-08	Carrier	Roof		X	X	X	X
PRV-01	Greenheck	Roof					X
PRV-01	Greenheck	Roof					X
PRV-01	Greenheck	Roof					X
PRV-01	Greenheck	Roof					X
PRV-01	Greenheck	Roof					X
Condensing Unit-1	LG	Roof	MS-01		X		

EXHIBIT A

Agenda Item # 4G.

Equipment Type	MFG	Location	Area Served	PM Schedule			
				Winter	Spring	Summer	Fall
Condensing Unit-2	LG	Roof	MS-02		X		
Wall Mounted Ductless Mini-Split-01	LG	Data/IT			X		X
Wall Mounted Ductless Mini-Split-02	LG	AV/Storage			X		X
Boiler-1	Riello	Mech/Elec					X
Boiler-2	Riello	Mech/Elec					X
Boiler-3	Riello	Mech/Elec					X
Unit Heater-1	Reznor	Apparatus Bay					X
Unit Heater-2	Reznor	Apparatus Bay					X
Unit Heater-3	Reznor	Apparatus Bay					X
Unit Heater-4	Reznor	Apparatus Bay					X
Unit Heater-5	Reznor	Apparatus Bay					X
Unit Heater-6	Reznor	Apparatus Bay					X
Unit Heater-7	Reznor	Apparatus Bay					X
Unit Heater-8	Reznor	Apparatus Bay					X
Pump-1 (inline pump)	XYLEM	Mech/Elec					X
Pump-2 (inline pump)	XYLEM	Mech/Elec					X
P-SM-1 (inline pump)	XYLEM	Mech/Elec					X
RMB-1 (radiant mixing block) wet ro	TACO	MF-1	MF-1				X
RMB-2	TACO	MF-2	MF-2				X
RMB-3	TACO	MF-3	MF-3				X
RMB-4	TACO	MF-4	MF-4				X
RMB-5	TACO	MF-5	MF-5				X
RMB-6	TACO	MF-6	MF-6				X
RMB-7	TACO	MF-7	MF-7				X
RMB-SM-1	TACO	MF-SM-1	MF-SM-1				X
RMB-SM-2	TACO	MF-Sm-2	MF-Sm-2				X
Wastewater Treatment Facility							
Boiler-1	Viessman						X
Boiler-2	Viessman						X
Boiler-3	Viessman						X
Boiler-4	Viessman						X
Condensing Unit-001	Carrier				X		X

EXHIBIT A

Agenda Item # 4G.

				PM Schedule			
Equipment Type	MFG	Location	Area Served	Winter	Spring	Summer	Fall
Condensing Unit-002	Carrier				X		X
Condensing Unit-003	Carrier				X		X
Condensing Unit-004	Carrier				X		X
Heat Pump-001	First Company				X		X
Heat Pump-002	First Company				X		X
MAU-001	Titan				X		X
MAU-002	Titan				X		X
MAU-003	Reznor				X		X
MAU-004	Reznor				X		X
MAU-005	Titan				X		X
MAU-006	Titan				X		X
Radiant Heater-1							X
Split System-001	Carrier				X		X
Split System-002	Carrier				X		X
Unit Heater-001	Reznor						X
Unit Heater-002	Reznor						X
Unit Heater ?	Reznor						X
Unit Heater ?	Reznor						X
Water Department							
Split System Unit-1	Carrier				X	X	
Dehumidification Unit-1					X		X
Dehumidification Unit-2					X		X
Dehumidification Unit-3					X		X
Dehumidification Unit-4					X		X
Dehumidification Unit-5					X		X
Dehumidification Unit-6					X		X
Dehumidification Unit-7					X		X
Dehumidification Unit-8					X		X
Dehumidification Unit-9					X		X
Dehumidification Unit-10					X		X
Forced Air Furnce & CU-1					X	X	X
Mini-Split Unit-1					X		X

EXHIBIT A

Agenda Item # 4G.

Equipment Type	MFG	Location	Area Served	PM Schedule			
				Winter	Spring	Summer	Fall
Mini-Split Unit-2					X		X
Unit Heater-1							X
Unit Heater-2							X
Unit Heater-3							X
Unit Heater-4							X
Unit Heater-5							X
Unit Heater-6							X
Unit Heater-7							X
Unit Heater-8							X
Warming Shack							
Forced Air Furnace & CU				X	X	X	X
Liquor Store							
Forced Air Furnace & CU-1				X	X	X	X
Forced Air Furnace & CU-2				X	X	X	X
Walk-in Evaporators & CU				X	X	X	X
4020 Building							
Radiant Heater-1							X
Radiant Heater-2							X

Yale Mechanical

Building Efficiency and Sustainability



220 W 81st St
Minneapolis, MN 55410
yalemech.com

Service Agreement

Planned Maintenance - Q-15698

July 31, 2024

Proposal Prepared For:
City of St Francis
4058 St Francis Blvd NW
St Francis, Minnesota 55070



Company:

Client:

Yale Mechanical
220 W 81st St
Minneapolis, MN 55420

City of St Francis
4058 St Francis Blvd NW
St Francis, Minnesota 55070

Contact: Josh Little
Email: jlittle@yalemech.com
(Herein after referred to as 'Company')

Contact: Parish Barten
Email: pbarten@stfrancismn.org
(Herein after referred to as 'Client')

Yale Mechanical will provide the enclosed service program at the following Location(s). The following service includes all travel, labor, and materials within the scope of the Planned Maintenance program.

Servicing Branch:

Location of Service:

YALE - Minnesota
220 W 81st St
Minneapolis, MN 55410

St Francis Fire and City Hall
3750 Bridge St NW
St Francis, Minnesota 55070

Scope of Services

Planned Maintenance

Yale Mechanical has customized this program based on the operational requirements of the property. Utilizing the systems design application, equipment inventory, manufacturer’s recommendations, as well as operational considerations and our own experience, Yale Mechanical has customized the following services to meet your objectives:

Operational Assessment Services

The Agreement includes all travel and jobsite labor, vehicles, living expenses, and materials necessary to test the existing operations and performance characteristics of the equipment. Inspections in the form of routine visual inspections and physical testing will be performed to ensure the system(s) are in the proper operating condition and to identify any impending system(s) failures.

1. Visual Inspections

Yale Mechanical shall provide a visual inspection of the systems and components included in the Agreement.

2. Physical Tests

Yale Mechanical shall provide a physical check and/or test the system(s) and components included in the Agreement. The Operational Assessment and Analysis activities are related to the equipment outlined in the Inventory lists attached to this Agreement unless otherwise documented by City of St Francis and Yale Mechanical.

Planned Maintenance Services

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Planned Maintenance Services as described herein. The Agreement includes all consumable materials and supplies such as oil, lubricants, belts, cleaning supplies, tools and equipment necessary to perform the services.

3. Preventative Maintenance

Yale Mechanical shall perform the activities which are essential to ensure the system’s operational efficiency, durability, reliability and safety, performance, conditions, and extended equipment life on an ongoing basis as scheduled within the tasking program with little or no equipment downtime. The tasking program is customized based on the systems design application, equipment inventory, manufacturer’s recommendations, as well as the operational considerations of the property and our own experience.

4. Predictive Maintenance

Yale Mechanical shall perform the Predictive Maintenance, working in tandem with Preventive Maintenance, to detect early signs of deteriorating performance and to predict potential system(s) failures. These services diagnose and solve equipment problems often before they occur.

5. Air Filter Services

Yale Mechanical shall perform the air filter changes as described herein on the Air Filter Inventory list. All labor, materials and disposal of the used filters are included. These services assist to ensure the systems(s) energy efficiency, proper indoor air and environmental quality is maintained.

Equipment Inventory

EQUIPMENT	QTY.	EQUIP. ID	MAKE	MODEL	SERIAL #
CITY HALL (NEW) - RTU #1 - 7.5 TON	3	FILTER/ BELT SUPPLIED BY CUSTOMER	CARRIER	48LCSB08B3A6-1N4C0	
CITY HALL (NEW) - RTU #2 - 10 TON	4	FILTER/ BELT SUPPLIED BY CUSTOMER	CARRIER	48LCSB12B3A6-1N4C0	
CITY HALL (NEW) - GAS-FIRED BOILER #1 - 3	3		RIELLO	CONDEXA PRO 117 NA	
CITY HALL (NEW) - RTU #3 - 6 TON	1	FILTER/ BELT SUPPLIED BY CUSTOMER	CARRIER	48LCSB07B3A6-1N4C0	
CITY HALL (NEW) - UNIT HEATER #1 - 8	8				
CITY HALL (NEW) - AIR COOLED CONDENSER #1 - 4	4				
CITY HALL (NEW) - CIRC PUMPS #1 - 12	12				
CITY HALL (NEW) - VAV BOX	37				
LIQUOR STORE - SPLIT SYSTEM #1 - 2	2				
LIQUOR STORE - WALK-IN COOLER #1 - 3	3				
WARMING SHACK - SPLIT SYSTEM #1	1				
WASTEWATER - BOILER #1 - 4	4				
WASTEWATER - MAKE-UP AIR #1 - 6	6				
WASTEWATER - CONDENSING UNIT #1 - 4	4				
WASTEWATER - MINI SPLIT #1 - 2	2				
WASTEWATER - RADIANT HEATER #1	1				
WASTEWATER - UNIT HEATER #1 - 4	4				
WASTEWATER - HEAT PUMPS #1 - 2	2				
WATER DEPT - DEHUMIDIFICATION #1 - 10	10				
WATER DEPT - UNIT HEATER #1 - 10	10				
WATER DEPT - SPLIT SYSTEM #1	1				
WATER DEPT - MINI SPLIT #1 - 2	2				
WATER DEPT - MAKE-UP AIR #1	1				

EQUIPMENT	QTY.	EQUIP. ID	MAKE	MODEL	SERIAL #
WATER DEPT - MUA CONDENSER #1	1				
PW/PD - BOILER #1 - 2	2				
PW/PD - UNIT HEATER #1 - 2	2				
PW/PD - RADIANT HEATER #1 - 11	11				
PW/PD - MAKE-UP AIR #1	1				
PW/PD - AHU #1 - 4	4				
PW/PD - EXHAUST FAN #1 - 11	11				
COIL CLEANING	1				

Service Frequency Visits per Year

EQUIPMENT	COMPREHENSIVE SERVICE	OPERATIONAL SERVICE
CITY HALL (NEW) - RTU #1 - 7.5 TON	2	2
CITY HALL (NEW) - RTU #2 - 10 TON	2	2
CITY HALL (NEW) - GAS-FIRED BOILER #1 - 3	1	0
CITY HALL (NEW) - RTU #3 - 6 TON	2	2
CITY HALL (NEW) - UNIT HEATER #1 - 8	1	0
CITY HALL (NEW) - AIR COOLED CONDENSER #1 - 4	2	0
CITY HALL (NEW) - CIRC PUMPS #1 - 12	0	1
CITY HALL (NEW) - VAV BOX	1	0
LIQUOR STORE - SPLIT SYSTEM #1 - 2	2	2
LIQUOR STORE - WALK-IN COOLER #1 - 3	1	1
WARMING SHACK - SPLIT SYSTEM #1	2	2
WASTEWATER - BOILER #1 - 4	1	0
WASTEWATER - MAKE-UP AIR #1 - 6	2	0
WASTEWATER - CONDENSING UNIT #1 - 4	2	0
WASTEWATER - MINI SPLIT #1 - 2	2	0
WASTEWATER - RADIANT HEATER #1	1	
WASTEWATER - UNIT HEATER #1 - 4	1	

EQUIPMENT	COMPREHENSIVE SERVICE	OPERATIONAL SERVICE
WASTEWATER - HEAT PUMPS #1 - 2	0	1
WATER DEPT - DEHUMIDIFICATION #1 - 10	1	1
WATER DEPT - UNIT HEATER #1 - 10	1	
WATER DEPT - SPLIT SYSTEM #1	2	0
WATER DEPT - MINI SPLIT #1 - 2	2	0
WATER DEPT - MAKE-UP AIR #1	2	0
WATER DEPT - MUA CONDENSER #1	2	0
PW/PD - BOILER #1 - 2	1	0
PW/PD - UNIT HEATER #1 - 2	1	
PW/PD - RADIANT HEATER #1 - 11	1	
PW/PD - MAKE-UP AIR #1	2	0
PW/PD - AHU #1 - 4	2	2
PW/PD - EXHAUST FAN #1 - 11	0	1
COIL CLEANING	0	1

Special Provisions

- *BELTS AND FILTERS SUPPLIED BY CUSTOMER
- *YALE MECHANICAL WILL CHANGE FILTERS QUARTERLY AND BELTS ANNUALLY
- *COIL CLEANING COMPLETED DURING SUMMER
- *LIFT SUPPLIED BY CUSTOMER

Maintenance Service Checklist

Typical Tasks include

Rooftop Unit

Operational Maintenance

1. Check and record refrigerant pressures and temperatures.
2. Lubricate fan bearings.
3. Inspect evaporator and condenser coils for obstruction and dirt.
4. Check motors for excessive heat or vibration or any signs of oil.
5. Check air filters, replace as required.
6. Confirm proper condensate flow.
7. Check belts and adjust as required.
8. Check operation controls and safety controls.
9. Verify proper system pressures and temperatures.
10. Observe overall condition of rooftop units and report any deficiencies that are discovered.

Comprehensive Maintenance

1. Perform all tasks listed in the Operational inspections.
2. Clean condenser coil with condenser coil cleaner as required.
3. Check and tighten all electrical connections.
4. Clean condensate pan.
5. Inspect fan and motor operation.
6. Clean motor for dust and wipe out interior of blower cabinet.
7. Tighten set screws on fan assembly locking collars.
8. Inspect evaporator coils for debris, clean as required.
9. Verify proper system pressure, temperatures and refrigerant charge.
10. Observe overall condition of rooftop units and report any deficiencies that are discovered.

Boiler

Operational Maintenance

1. Inspect operation of system components as required.
2. Inspect safety and operation controls as required.
3. Lubricate all moving parts as needed.
4. Inspect all linkages as required.
5. Make a visual analysis of burner operation.
6. Record and file all pressures and temperatures as well as general condition of equipment for future reference.
7. Observe overall condition and report any deficiencies that are discovered.

Comprehensive Maintenance

1. Perform all tasks listed in the Operational inspection.
2. Inspect condition of the refractory and report all needed repairs for approval.
3. Check tube bundle for carbon and water leaks.
4. Inspect boiler fireside surfaces to assure no leaks are present.
5. Install all boiler casing, panels and properly secure.
6. Perform combustion analysis.
7. Place the burner back into service for a normal operation and performance.
8. Check the gas train for leaks.

- 9. When normal operating pressure has been attained, test the following safety devices to ensure proper operation:
- 10. Low Water Cutoff
- 11. High Limit & Operating Controls
- 12. Modulating Controls
- 13. Observe overall condition and report any deficiencies that are discovered.

Unit Heater

Comprehensive Maintenance

- 1. Inspect & check fan, clean as required.
- 2. Lubricate fan.
- 3. Check bearing for excessive wear.
- 4. Check belt & pulleys.
- 5. Replace belts as necessary.
- 6. Check thermostat operation.
- 7. Adjust thermostat as required.
- 8. Verify operation.
- 9. Check integrity of heat exchanger.
- 10. Check start & test operation.
- 11. Inspect draft fan.
- 12. Lubricate draft fan.
- 13. Clean draft fan as necessary.
- 14. Inspect motor for corrosion and wear.
- 15. Check housing clearance.
- 16. Check alignment, balance and security to shaft.
- 17. Inspect and replace filters if applicable.

Split System

Operational Maintenance

- 1. Check air filters, change as required.
- 2. Inspect evaporator and condenser coils for obstruction and dirt.
- 3. Confirm proper condensate flow.
- 4. Lubricate fan bearings.
- 5. Check belts and adjust as required.
- 6. Check operation controls and safety controls.
- 7. Check thermal expansion valve sensing bulb for proper security and insulation.
- 8. Check electrical connections for any signs of wear or overheating.
- 9. Verify proper system pressures and temperatures.
- 10. Observe overall condition and report any deficiencies that are discovered.

Comprehensive Maintenance

- 1. Perform all items listed in Operational inspections.
- 2. Tighten set screws on fan assembly locking collars.
- 3. Clean condensate pan.
- 4. Clean condenser coil with condenser coil cleaner as required.
- 5. Inspect evaporator coil and clean as required.
- 6. Inspect fan and motor operation.
- 7. Check compressor operation and amperage draw.
- 8. Tighten all electrical connections.
- 9. Check thermal expansion valve for proper superheat and subcooling.

10. Observe overall condition and report any deficiencies that are discovered.

Pump

Operational Maintenance

- 1. Verify pumps are operating properly.
- 2. Verify proper pump rotation.
- 3. Inspect seals for any signs of leakage.
- 4. Verify pumps are securely mounted.
- 5. Verify there is no abnormal noise during pump operation.
- 6. Check pump bearings and fittings for proper lubrication. Lubricate as necessary.
- 7. Check temperature and pressures on pump gauges and record readings.
- 8. Check expansion tank for proper operating level, verify operating pressures.
- 9. Inspect the starter contacts and wiring for any signs of wear or overheating.
- 10. Verify Variable Frequency Drives are operating properly and set points are set per manufacturer's recommendations (if applicable).
- 11. Observe overall condition and report any deficiencies that are discovered.

Comprehensive Maintenance

- 1. All steps performed in Operational inspection.
- 2. Test changeover operation of pump package (if applicable).
- 3. Check for proper voltage and amperage draw on pump motors.
- 4. Check electrical connections (tighten as necessary), contacts and fuses.
- 5. Clean VFD interior and change filters (if necessary).
- 6. Observe overall condition and report any deficiencies that are discovered.

VAV

Operational Maintenance

- 1. Check and confirm proper operation of VAV box.
- 2. Inspect and lubricate bearings and actuators, as needed.
- 3. Check condition of electrical hardware and connections, tighten as necessary.
- 4. Observe overall condition and report any deficiencies that are discovered.

Comprehensive Maintenance

- 1. Perform all items listed in Operational inspections.
- 2. Vacuum loose debris from the VAV box and reheat coil.
- 3. Check all panels and confirm they are properly fastened.
- 4. Clean and dust-off exterior of VAV box.
- 5. Observe overall condition and report any deficiencies that are discovered.

Make-Up Air Units

Operational Maintenance

- 1. Lubricate fan bearings.
- 2. Check air filters, replace as required.

3. Inspect evaporator and condenser coils for obstruction and dirt.
4. Confirm proper condensate flow.
5. Check belts and adjust as required.
6. Check operation controls and safety controls.
7. Verify proper system pressures and temperatures.
8. Observe overall condition and report any deficiencies that are discovered.
9. Inspect energy recovery wheel.
10. Inspect desiccant wheel.

Comprehensive Maintenance

1. Perform all items listed in Operational inspections.
2. Tighten set screws on fan assembly locking collars.
3. Clean condensate pan.
4. Clean evaporator coil as required.
5. Clean condenser coil as required.
6. Inspect fan and motor operation.
7. Tighten electrical connections.
8. Inspect starter contactors and connections.
9. If the unit has a VFD we will inspect all connections.
10. Check programming.
11. Check all internal parts for wear.
12. Observe overall condition and report any deficiencies that are discovered.
13. Clean energy recovery wheel if applicable.
14. Clean desiccant wheel if applicable.

Air Handling Unit

Operational Maintenance

1. Lubricate fan bearings.
2. Check air filters, replace as required.
3. Inspect evaporator and condenser coils for obstruction and dirt.
4. Confirm proper condensate flow.
5. Check belts and adjust/replace as required.
6. Check operation controls and safety controls.
7. Observe overall condition and report any deficiencies that are discovered.

Comprehensive Maintenance

1. Perform all items listed in Operational inspections.
2. Tighten set screws on fan assembly locking collars.
3. Clean condensate pan.
4. Clean evaporator coils as required.
5. Inspect fan and motor operation.
6. Tighten electrical connections.
7. Inspect starter contactors and connections.
8. If the unit has a VFD we will inspect all connections.
9. Observe overall condition and report any deficiencies that are discovered.

Exhaust Fan

Comprehensive Maintenance

1. Check fans for unusual noise and vibration.
2. Examine belts for wear and alignment, change as required.
3. Check condition of blower wheels.
4. Inspect and lubricate bearings as needed.
5. Check condition of electrical hardware and connections.
6. Check motors starter and wiring for discoloration or indications of heat.
7. Observe overall condition and report any deficiencies that are discovered.

Terms and Conditions

1. **Scope of Work.**

(a) Client grants Company the exclusive right to perform those services (the "Work") set forth on Planned Maintenance (the "Work Order") in connection with Client's equipment (the "Covered Equipment"), as set forth on the Work Order. The Work will be performed pursuant to these Terms and Conditions and the Work Order. The terms "Client" and "Company" have the meanings set forth on the Work Order. Collectively, these Terms and Conditions and the Work Order are referred to as "this Agreement."

(b) Except as otherwise provided in this Agreement, all planned Work will be performed during Company's normal working hours.

(c) Unless otherwise provided in this Agreement, the Work does not include, and Company shall have no responsibility for (i) repairs or replacement of items not normally mechanically maintainable including, but not limited to, control boards, microprocessors, ductwork, boiler shell and tubes, cabinets, fan blades, fan wheels, fan shrouds/housing, boiler refractory material, heat exchangers, electric heat elements, main power service, electrical disconnects, conduit and wiring, piping, tube bundles, valve bodies, coils, structural supports, storage tanks, casings, fixtures, grills, registers, diffusers and tower fill; or (ii) operation of the system, design of the system, obsolescence, safety testing directed or required by any agency/company/person or organization, water/air balancing, internal devices within the duct systems, ductwork insulation, cleaning the interior of ductwork, fire/smoke dampers, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage/inadequate power, burned-out main or branch fuses, low water pressure, water treatment provided by others, water condition, vandalism, misuse or abuse of the system(s), selection of domestic hot water temperatures, electrolysis, negligence of others (including Client), failure of Client to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond the control of Company. Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the scope of services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the scope of services. Client shall be responsible for the cost of any additional replacement refrigerant.

(d) Company will not be required to move, replace, or alter any part of the building structure in the performance of Work under this Agreement.

(e) Company shall not be required to identify, detect, encapsulate, abate, or remove (i) asbestos or any other toxic or hazardous wastes or materials; (ii) any fungus or spore or any substance, vapor, or gas produced or arising from any fungus or spore; or (iii) any products or materials containing any of the foregoing. In the event any such substances, wastes, or materials are encountered by Company during the performance of Work hereunder and are identified as such by the Company, Company's sole obligation will be to notify Client of the existence of such substance, waste, or material. Company shall have the right thereafter to suspend the performance of Work until such substances, wastes, or materials and the resultant hazards are properly removed in accordance with all government regulations and Company determines, in its sole discretion, that the work environment is safe for Company's personnel or its authorized agents to perform the Work. The time for completion of the Work shall be extended to the extent caused by any such suspension and the contract price shall be equitably adjusted.

2. **Access**

(a) Client shall permit Company free and timely access to the Covered Equipment and allow Company to start and stop the Covered Equipment as necessary to perform the Work.

(b) While Company is performing Work hereunder, Client agrees provide parking within a reasonable distance to the building for all Company service vehicles.

3. **Charges; Additional Services; Changes.**

(a) The initial charges, fees, and other amount payable by Client ("Charges") for Work performed and or equipment or materials provided hereunder are set forth on the Work Order. The prices charged by Company for Work under this Agreement are conditioned upon the Covered Equipment being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates that repairs are required, a firm quotation will be submitted for Client's approval. If Client does not authorize the repairs, Company may either (i) remove the unacceptable system(s), component(s), or part(s) from its scope of Work and adjust the Charges accordingly; or (ii) terminate this Agreement.

(b) Following the Initial Term (as defined below), at the beginning of each Renewal Term (as defined below), Charges shall be subject to adjustment to reflect industry increases in labor, materials, and other costs.

(c) Company reserves the right to charge Client additional Charges for additional work (including labor and/or provision of materials and equipment) not included within the scope of this Agreement that is performed by Company at Client's request, including with respect to trouble or emergency calls involving conditions out of the scope of this Agreement. Such additional Charges shall be at standard prices or rates and shall be invoiced separately.

4. **Invoices; Payment Terms.**

In consideration of the provision of Work by Company and the rights granted to Client under this Agreement, Client will promptly, but in no event later than fifteen (15) days after the date of the invoice, pay all Charges invoiced by Company. All late payments shall bear interest at the lesser of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. In the event Client fails to pay an invoice within such fifteen

- (15) days, Company shall be entitled to suspend the provision of Work under this Agreement without notice and/or terminate this Agreement, and the entire amount due hereunder shall become immediately due and payable upon demand. Client shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, court costs and attorney's fees.
5. **Term.** This Agreement shall commence as of the date set forth on the Work Order and, except as otherwise provided on the Work Order, shall continue for a term of [12] months (the "Initial Term"). Upon the termination of the Initial Term, the Agreement shall automatically renew for subsequent [12] month terms (each, a "Renewal Term") unless and until either party gives written notice to the other party of its intent not to renew at least [30] days prior to the termination of the Initial Term or applicable Renewal Term.
 6. **Termination.** This Agreement may be terminated by either party on thirty (30) days' prior written notice if any of the following occur: (a) a transfer of title to the building or facility at which the Work is being performed; (b) damage or destruction to the building or facility which cannot be reasonably repaired within one hundred twenty (120) days; or (c) a taking or condemnation (or a deed in lieu thereof) of a substantial portion to the building or facility at which the Work is being performed.
 7. **Events of Default.** In the event either party (hereinafter referred to as the "Defaulting Party") fails or refuses to perform any of the terms and conditions, covenants, or agreements under this Agreement, or otherwise defaults in the performance of its obligations under this Agreement, the other party (hereinafter referred to as the "Non-Defaulting Party") shall be deemed to have the rights set forth in this Section 7 or as may be otherwise provided in this Agreement. The Non-Defaulting Party shall have the right to deliver written notice (the "Notice of Default") to the Defaulting Party of the Non-Defaulting Party's intent to terminate this Agreement for default. If the Non-Defaulting Party delivers the Notice of Default to the Defaulting Party, and the default specified in the Notice of Default is capable of being cured, the Defaulting Party shall have thirty (30) days to cure the default. If the Defaulting Party has not cured the default specified in the Notice of Default within such thirty (30) day period, the Non-Defaulting Party may at any time thereafter terminate this Agreement, without prejudice to any other rights and remedies the Non-Defaulting Party may have under law.
 8. **Subcontractors.** Company reserves the right to subcontract all or any portion of the Work to be performed under this Agreement.
 9. **Client Records.** Client shall make available to Company Group all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
 10. **Taxes.** Client shall be responsible for all real estate, sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder or applicable to the Work performed and/or the materials provided hereunder.
 11. **Litigation; Attorneys' Fees.** In the event that Company brings suit against Client to enforce any term or provision of this Agreement and prevails, Client shall reimburse Company for all costs and expenses incurred in connection therewith, including, without limitation, court costs, expert witness fees, and attorneys' fees. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one (1) year of the date that the party bringing such suit had knowledge of such breach or other acts or circumstances establishing its right to bring such legal action.
 12. **Force Majeure.** Company shall not be liable or responsible to Client, nor shall Company be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing its obligations under this Agreement, or any loss, damage, or detention resulting therefrom, if such failure, delay, loss, damage, or detention is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, unavailability of machinery, equipment, or materials, delay of carriers, strikes, lockouts, and other labor disputes (including those by Company's employees), military authority or governmental actions, war, invasion, or hostilities, terrorist threats or acts, priority regulations, insurrection, civil unrest, or riot, acts of God or forces of nature, including, without limitation, floods, fires, earthquakes, and storms, or telecommunications breakdown or power outage.
 13. **Indemnification.** To the fullest extent permitted by law, Client shall indemnify, defend, and hold Company, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, subcontractors, and each of their respective affiliates, shareholders, directors, officers, employees, managers, members, and agents ("Company Group") harmless from and against all claims, damages, losses, and expenses (including, but not limited to, attorney's fees) arising out of or resulting from the performance of Work hereunder to the extent caused in whole or in part by the acts or omissions of Client, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, invitees, and each of their respective affiliates, shareholders, officers, directors, members, managers, employees, agents, assigns, servants, invitees, and consultants ("Client Group"), regardless of whether such claims, damages, losses, or expenses are caused in part by the negligence of any member of Company Group.
 14. **Limited Warranty.** Company warrants that the Work performed hereunder shall be performed (a) in accordance with the terms and conditions of this Agreement; and (b) in a timely, workmanlike manner in accordance with generally recognized industry standards for similar work. Client's sole and exclusive remedy for breach of the foregoing warranty shall be, at Company's option, the repair, replacement, or re-performance of the defective work; provided, however, that (x) the foregoing warranty shall not apply to, and Company shall not be liable for, any defects caused or contributed to (whether by accident, alteration, or abuse) by any member of Client Group; and (y) Company's liability for breach of warranty shall not extend beyond the termination of this Agreement. THE FOREGOING WARRANTY IN THIS SECTION 14 FOR WORK

PERFORMED UNDER THIS AGREEMENT IS IN LIEU OF AND NEGATES, AND COMPANY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY, REGULATORY, PURSUANT TO GOVERNMENT REQUIREMENTS, OR AT LAW, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. COMPANY'S WARRANTY AND OBLIGATIONS, AND CLIENT'S REMEDIES, HEREUNDER ARE SOLELY AND EXCLUSIVELY STATED HEREIN, AND CLIENT, ON BEHALF OF ITSELF AND EACH MEMBER OF CLIENT GROUP, WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OTHER REPRESENTATIONS, WARRANTIES, RIGHTS, REMEDIES, CLAIMS, OR CAUSES OF ACTION ARISING FROM, OR RELATING TO, THIS AGREEMENT.

15. **Limitation of Liability.**

(a) NOTWITHSTANDING ANY OTHER PROVISION HEREIN CONTAINED, COMPANY SHALL NOT BE LIABLE TO CLIENT FOR (AND CLIENT SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES SUFFERED BY CLIENT OR ANY MEMBER OF CLIENT GROUP RESULTING FROM OR ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK TO BE PERFORMED HEREUNDER, AND ALL WITHOUT REGARD TO THE SOLE, JOINT, CONCURRENT, GROSS, ACTIVE, OR PASSIVE NEGLIGENCE OR BREACH OF DUTY (STATUTORY OR OTHERWISE) OF ANY MEMBER OF COMPANY GROUP.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK PERFORMED HEREUNDER SHALL IN NO EVENT EXCEED ONE HUNDRED PERCENT (100%) OF THE AMOUNTS PAID TO COMPANY PURSUANT TO THIS AGREEMENT PRIOR TO THE DETERMINATION OF COMPANY'S LIABILITY.

Authorization

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

During the term of this Agreement and for a period of three years following its termination or expiration, the Customer agrees to hold confidential and not disclose to any third party all materials, manuals, proposal documents, service plans, and agreements that Yale provides or makes available to Customer.

This Agreement shall become effective on **January 1, 2025** and will be automatically renewed on a year-to-year basis after the original term ends unless Customer or Yale gives the other written notice not to renew, or unless the contract is tied to a fixed term purchase order that has expired. Notice not to renew must be delivered at least 30 days prior to the end of the Agreement term. Renewal price adjustments are specified in Terms and Conditions.

Estimated annual agreement price is **USD 20,761.27** to be invoiced as completed per inspection.

Offered By:
YALE - Minnesota

Approved For:
City of St Francis

Josh Little

Business Development Manager

Print Name

Approved for Company by:

Signature

Title

Date

Date

Please sign and email to Josh Little at jlittle@yalemech.com.

THANK YOU FOR YOUR BUSINESS!



City of St. Francis

Mechanical Investment Service Proposal

Date:
8/8/2024

Proposal Number:
P02127

Prepared for:
City of St. Francis
4058 Saint Francis Boulevard Northwest
Saint Francis, Minnesota 55070

Prepared by:
Tiffany Jahangiri
612-505-9616
tjahangiri@harriscompany.com



Preface- Executive Summary

4058 Saint Francis Boulevard Northwest
Saint Francis, Minnesota 55070

Thank you for taking the time to meet with Harris and giving us the opportunity to provide this proposal for mechanical systems services.

Harris, is unique in many ways. We are local in our commitment to our customers with resources of a national organization, to provide timely support and specific solutions for your facility environmental needs. The foundation of our success, nationwide, is in two major areas; first we seek ways to help you improve your building's HVAC (environmental) condition. Second, we help you reduce or control overall cost related to ownership and operating the facility. Most importantly, we have a long-term involvement in our community and we are dedicated and willing to be the single-source provider for design, installation, retrofit-repair, replacement and maintenance of your facility HVAC systems.

Each proposal is designed to match your specific needs with our capabilities and provide you with reduced overall costs, improved equipment efficiency, better comfort, extended equipment life and general peace of mind, related to the HVAC systems.

After careful survey of your mechanical systems, discussions with your staff, and evaluation of financial information, we present the following recommendations for system improvements and planned preventive maintenance.

Thank you again for your time, we look forward to working with you!

Respectfully,
Harris

Tiffany Jahangiri

Commercial Services

OPERATIONAL TEST AND INSPECT SERVICE

This program includes the professional operational inspection and testing of all listed equipment by a fully trained service technician. This service will ensure that equipment is operating according to manufacturers' recommendations, seasonal requirements and your business needs. Testing will be performed to ensure proper sequencing and operation. Our highly qualified service technician will provide you with recommendations for additional maintenance, as well as identify any worn, doubtful or broken parts.



Our Service

- Operational inspection of all equipment
- Testing of system components
- Identification of worn, doubtful or broken parts
- Professional recommendations for additional maintenance and components and parts replacement

Your Benefits

- Professionally serviced by highly skilled and trained technicians
- Reduced Breakdowns
- Reduced business interruptions
- Reduced operating cost
- Peace of mind

PROFESSIONAL PREVENTIVE MAINTENANCE

This program includes the highest level of professional preventive maintenance. Preventive maintenance services will be determined based upon your business objectives, risk tolerance, manufacturer’s recommendations and our industry experience. This level of professional preventive maintenance is designed to keep your mechanical assets operating at peak performance to maximize equipment life while reducing operating cost and energy consumption.



Our Service

- Results oriented level of preventive maintenance
- Refrigeration cycle peak efficiency calibration
- Cleaning, adjustment, lubrication and calibration of all equipment
- Temperature control service
- Operational analysis of the system
- Cleaning of equipment
- Predictive belt replacement

Your Benefits

- Extended system component life reduces operating costs
- Extended asset life reduces overall ownership costs
- Optimum energy consumption reduces operating and production costs
- Reduced system downtime increases productivity
- Maintaining equipment protects the value of your system
- Peace of mind

MAINTENANCE AGREEMENT FOR ENVIRONMENTAL SYSTEMS

Company
 Harris St. Paul, Inc.
 909 Montreal Circle
 St. Paul, MN 55102

Proposal Date: 8/8/2024
 Proposal Number: P02127
 Agreement Number:

Ph: 612-505-9616 Fax: 651-602-6699

Bill To Identity	Agreement Location
City of St. Francis 4058 Saint Francis Boulevard Northwest Saint Francis, Minnesota 55070	City of St. Francis 4058 Saint Francis Boulevard Northwest Saint Francis, Minnesota 55070

Harris St. Paul, Inc. will provide the services described in the maintenance program indicated below.

MAINTENANCE PROGRAM: Silver **SCHEDULES:** Preventative Maintenance

Agreement coverage will commence on 1/1/2025.

The Agreement price is \$20,424.00 per year, payable in advanced installments of \$10,212.00 per Semi-annual beginning on the effective date of 1/1/2025 through 12/31/2025.

This Agreement is the property of Harris St. Paul, Inc. and is provided for Customer's use only. Harris St. Paul, Inc. guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 1 year and shall renew for successive one year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Company


 Signature Sales Consultant
 Tiffany Jahangiri, Senior Solutions Consultant

 Name & Title
 August 8, 2024

 Date

Customer

 Signature (Authorized Representative)

 Name & Title

 Date

Silver Program

This agreement is designed to provide the Customer with an ongoing maintenance agreement. This agreement will be initiated, scheduled, administered, monitored and updated by the Service Provider. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's own experience. The Customer is informed of the agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

WE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON INVENTORY OF EQUIPMENT:

TEST AND INSPECT: On-Site labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

***TESTING:** for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls, combustion and draft; crankcase heaters, control system(s), etc.

***INSPECTING:** for worn, failed or doubtful parts; mountings, drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: On-Site labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

***CLEANING:** coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.

***ALIGNING:** belt drives; drive couplings; etc.

***CALIBRATING:** safety controls; temperature and pressure controls, etc.

***TIGHTENING:** electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.

***ADJUSTING:** belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.

***LUBRICATING:** motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.

Silver Terms and Conditions

1. Customer shall permit Service Provider free and timely access to areas and equipment, and allow Service Provider to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Service Provider 's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Service Provider's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Service Provider may either remove the unacceptable system(s) component(s) or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.
4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Service Provider may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
7. Excluded from this Agreement, unless otherwise stated herein, is main power to the equipment disconnect, equipment structural supports, oil storage tanks and cleaning interior of system(s) ductwork.
8. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Service Provider's rates then in effect) over the sum stated in this Agreement.
9. Service Provider will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
10. This Agreement does not include responsibility for the design of the system, loss of refrigerant, safety test, and valve bodies other than those associated with equipment listed on Schedule 1, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s) requirements of governmental regulatory or insurance agencies, or other causes beyond control of Service Provider.
11. If a trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Service Provider may charge Customer at the rate then in effect for such services.

12. Customer shall permit only Service Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Service Provider's personnel perform such work, Service Provider may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion on this Agreement.

13. In the event Service Provider must commence legal action in order to recover any amount payable or owed to Service Provider under this Agreement, Customer shall pay Service Provider all court costs and attorneys' fees incurred by Service Provider.

14. Any legal action against the Service Provider relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.

15. Service Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Service Provider's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

16. Customer shall make available to Service Provider's personnel all pertinent Safety Data Sheets (SDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

17. Service Provider expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Service Provider's work under this agreement.

18. Service Provider's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Service Provider's sole obligation will be to notify the Owner of their existence. Service Provider shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

19. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Service Provider, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Service Provider. Further and notwithstanding the preceding sentence, Service Provider shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

20. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL SERVICE PROVIDER BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Inventory of Equipment

Public Works/Police							
Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
2	Boilers	Viessman Vitodens	Ser. 8094				
4	MUA						
2	RTU	Aaon					
2	Unit Heaters						
11	Radiant Heat						
11	Exhaust Fans						
City Hall							
Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
12	Pumps	Xylem	Ecocirc XI 45-375		0.25 HP		
8	UHTR 001 - 008	Reznor	UEZ-85		1		
8	PKG 001 - 008	CARRIER	48LCSB08B3A6-1N4C0		7.5 Ton		
4	SPLT SYSTEMS	LG	LSU181HSV5		1.5 Ton		
3	BLR 001-003	Riello	CONDEXA PRO 117 NA		0.05 HP		
5	Exhaust Fans						
City Hall -Old							
Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	Gas Furnace 001	Payne	PG9MAB036060 AA52	4505A024696			
1	Gas Furnace 002	Payne	PGPMAB0360	38058303754			
Warming House							
Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	UHTR 001	Bryant	PA105A036-A	2101E08016	1		
1	Furnace 001	Bryant	Plus-80				
Liquor Store							
Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
2	Forced Air 001 - 002	Bryant					
3	Evap/Cond 001 - 003						
Water Treatment							
Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	ForcedAir/Cond 001	Bryant		210A04895			
10	Dehumidifier 001 - 010						
1	SPLT 001	Bryant		2108A04895		HSP Room	
2	Mini Split 001 - 002						
8	UHTR 001 - 008	Reznor			1		
1	OA - SW	Bryant	123RAA036-C	320BE05210			
1	OA - Middle	Currier	58MAQB18R-3	2216U16317			
1	MAU - SE	Bryant	569DBX120000 AA	420SC50085			
1	UHTR 001	Reznor	UDAS-45	SBHE79Y2N49910 X		Tool Room	

1	UHTR 002	Reznor	UDAS-45	SBHE79Y2N4936 0X		Pipe Gallery	
1	UHTR 003	Reznor	UDAS-46	SBHE79Y2N4935 9X		Upstaris behind blower	
1	UHTR 004	Reznor	UDAS-45	SBHE79Y2N4990 9X		Upstairs by Compressor	
1	UHTR 005	Reznor	UDAS-30	SBHE79Y2N45879 X		Aerator Room	
1	UHTR 006	Reznor	UDAS-30	SBHE79Y2N4990 5X		Gerage	
1	UHTR 007	Reznor	UDAS-30	SBHE79Y2N4990 4X		Gen Room	
1	UHTR 008	Reznor	UDAS-45	SBHE79Y2N49911 X		E Side of Walkway, between Filters & Detention Tank	
1	UHTR 009	Reznor	UDAS-45	SBHE79Y2N49361 X			
1	Corrosion Resistant Heater 001	Marley Engineered Products	W500483CTLS	692566-1		Floride Rm	
1	Misc Heater 001	Marley Engineered Products	W500483CTLSD	443642-1		Chlorine Rm	

Water Treatment - 2

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
2	BLR 001 - 002		60				Operations Bldg.
2	MAU 001 - 002	Titian Air	TAH-ID-0800 HRH			Operations Bldg.	
1	MAU 003	Reznor	RDH-100			Operations Bldg.	
1	MAU 004	Reznor	SDH-100			Operations Bldg.	
1	UHTR 001 - 002	Reznor	UDAS-75		1	Operations Bldg.	
1	Air Cooled Cond. Unit 001	Carrier	38HDR024			Operations Bldg.	
1	Air Cooled Cond. Unit 002	Trane	4TTR5030E1			Operations Bldg.	
1	Air Cooled Cond. Unit 003	Trane	4TTR5060E1				Operations Bldg.
1	SPLT 001	Carrier	40QACO24				Operations Bldg.
1	MAU 005	Titian Air	TAH-ID-0800 HRH			Pretreatment Bldg.	
3	UHTR 001 - 003	Reznor	UDAS-30		1		Pretreatment Bldg.
4	Electric Htr. 001 - 004					Pretreatment Bldg.	
1	BLR 003 - 004		60			Tertiary Bldg.	
1	MAU 005	Titian Air	RAH-ID0400 HRH			Tertiary Bldg.	
1	Air Cooled Cond. Unit 004	Carrier	38HDR060			Tertiary Bldg.	
1	SPLT 02	Carrier	40QAC060				



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Jenni Wida, Deputy Administrator-City Clerk
SUBJECT: Acknowledgement to Conduct a Raffle
DATE: August 19, 2024

OVERVIEW:

Volunteers for American Veterans submitted an application to conduct a raffle with the MN Gambling Control Board. Volunteers for American Veterans would like to hold a raffle event at the St. Francis American Legion, Post #622 on December 7, 2024.

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

ACTION TO BE CONSIDERED:

A motion would be in order to acknowledge the Application to Conduct a Raffle from Volunteers for American Veterans for a raffle event to be held at the St. Francis American Legion on December 7, 2024.

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

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

Application Fee (non-refundable)

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

ORGANIZATION INFORMATION

Organization Name: VOLUNTEERS FOR AMERICAN VETERANS Previous Gambling Permit Number: X-
Minnesota Tax ID Number, if any: Federal Employer ID Number (FEIN), if any: 81-4813981
Mailing Address: 4509 POLK ST NE
City: Col. Hgts State: MN Zip: 5541 County: ANOKA
Name of Chief Executive Officer (CEO): RANDY BYRNE PRESIDENT
CEO Daytime Phone: 612-790-4653 CEO Email: VAMINNESOTA@YANMO
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO):

NONPROFIT STATUS

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): AMERICAN LEGION ST. FRANCIS
Physical Address (do not use P.O. box): 3073 BRIDGE ST. NW
Check one:
 City: ST. FRANCIS Zip: 55070 County: ANOKA
 Township: Zip: County:
Date(s) of activity (for raffles, indicate the date of the drawing): 12/7/2024

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

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

LG220 Application for Exempt Permit

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

**CITY APPROVAL
for a gambling premises
located within city limits**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: _____

Signature of City Personnel:

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

**COUNTY APPROVAL
for a gambling premises
located in a township**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: _____

Signature of County Personnel:

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: _____ Date: _____
(Signature must be CEO's signature; designee may not sign)

Print Name: _____

REQUIREMENTS

Complete a separate application for:

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

_____ a copy of your proof of nonprofit status; and

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

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

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

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

This form will be made available in alternative format (i.e. large print, braille) upon request.



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Jenni Wida, Deputy Administrator-City Clerk
SUBJECT: Accept Resignation of Accounting Tech/Deputy Clerk Natalie Santillo
DATE: August 19, 2024

OVERVIEW:

Our Accounting Tech/Deputy Clerk, Natalie Santillo, has submitted her letter of resignation. Natalie is an amazing employee, a great support to the City of St. Francis, and will be greatly missed by staff.

ACTION TO BE CONSIDERED:

Accept letter of resignation

Attachments:

- Letter of resignation - Natalie Santillo

August 13, 2024
City of St. Francis
23340 Cree Street NW
St. Francis, MN 55070

Dear Jenni Wida,

Please accept this letter as my formal resignation as the Finance Tech/Deputy Clerk with the City of St. Francis. My last day of employment with the city will be August 27, 2024.

My resignation comes as I have accepted a position that aligns with my long-term career growth goals. I am grateful for the nearly three years I've gotten to work for the city and appreciated the knowledge and experience I have gained while working for a great city.

Sincerely,
Natalie Santillo



**CITY COUNCIL AGENDA
REPORT**

TO: Kate Thunstrom, City Administrator
FROM: Darcy Mulvihill, Finance Director
Natalie Santillo, Accounting Tech/Deputy Clerk
SUBJECT: Payment of Claims
DATE: August 19, 2024

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$48,465.25 plus any additional bills that are handed out at council meeting.

Other Payments to be approved:

Debt service payments –N/A

Direct Transfers from Previous Month-N/A

Credit Card Payment- N/A

Manual Checks- N/A

ACTION TO BE CONSIDERED:

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

BUDGET IMPLICATION:

City bills

Attachments:

- 08-19-2024 Packet List-\$48,465.25

INVOICE REGISTER FOR CITY OF ST. FRANCIS

POST DATES 08/19/2024 - 08/19/2024

POSTED AND UNPOSTED
OPEN

Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
Vendor 15 - AIRGAS NORTH CENTRAL							
5509535639							
00037071	AIRGAS NORTH CENTRAL	07/31/2024		101.78	101.78	Open	N
	CYLINDER RENTAL		DMULVIHILL				08/19/2024
	101-43100-40217		OTHER OPERATING SUPPLIES	20.36		1.00	20.36
	101-43210-40217		OTHER OPERATING SUPPLIES	20.36		1.00	20.36
	101-45200-40217		OTHER OPERATING SUPPLIES	20.36		1.00	20.36
	601-49440-40217		OTHER OPERATING SUPPLIES	20.36		1.00	20.36
	602-49490-40217		OTHER OPERATING SUPPLIES	20.34		1.00	20.34
Total Vendor 15 - AIRGAS NORTH CENTRAL				101.78	101.78		
Vendor UB-REFUND - AMY SUAVE							
.08092024-5							
00036953	AMY SUAVE	08/09/2024		22.51	22.51	Open	N
	REFUND ACCT#5878		NSANTILLO				08/19/2024
	601-49440-40444		REFUND & REIMBURSEMENT	22.51		1.00	22.51
Total Vendor UB-REFUND - AMY SUAVE				22.51	22.51		
Vendor 42 - BARNA, GUZY & STEFFEN							
285623							
00037078	BARNA, GUZY & STEFFEN	07/31/2024		240.50	240.50	Open	N
	MISCELLANEOUS FORFEITURES		DMULVIHILL				08/19/2024
	101-41600-40304		CIVIL LEGAL FEES	240.50		1.00	240.50
286058							
00037079	BARNA, GUZY & STEFFEN	07/31/2024		2,015.00	2,015.00	Open	N
	MUNICIPAL		DMULVIHILL				08/19/2024
	101-41600-40304		CIVIL LEGAL FEES	2,015.00		1.00	2,015.00
286059							
00037080	BARNA, GUZY & STEFFEN	07/31/2024		5,300.00	5,300.00	Open	N
	PROSECUTION		DMULVIHILL				08/19/2024
	101-41600-40312		CRIMINAL LEGAL FEES	5,300.00		1.00	5,300.00
286060							
00037081	BARNA, GUZY & STEFFEN	07/31/2024		1,834.00	1,834.00	Open	N
	GENERAL LABOR		DMULVIHILL				08/19/2024
	101-41600-40304		CIVIL LEGAL FEES	1,834.00		1.00	1,834.00

INVOICE REGISTER FOR CITY OF ST. FRANCIS

POST DATES 08/19/2024 - 08/19/2024

POSTED AND UNPOSTED
OPEN

Agenda Item # 4J.

Invoice Number	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inv Ref #	GL Distribution	Entered By			Units	Quantity	Unit Price
Vendor 42 - BARNA, GUZY & STEFFEN							
286126							
00037082	BARNA, GUZY & STEFFEN	07/31/2024		2,180.00	2,180.00	Open	N
	BRIDGE STREET PURCHASE	DMULVIHILL					08/19/2024
	101-41600-40304	CIVIL LEGAL FEES		2,180.00		1.00	2,180.00
286061							
00037083	BARNA, GUZY & STEFFEN	07/31/2024		1,050.00	1,050.00	Open	N
	MISCELLANEOUS	DMULVIHILL					08/19/2024
	101-41600-40304	CIVIL LEGAL FEES		1,050.00		1.00	1,050.00
Total Vendor 42 - BARNA, GUZY & STEFFEN				12,619.50	12,619.50		
Vendor 9977 - BRUNTON ARCHITECTS & ENGINEERS							
22405							
00036922	BRUNTON ARCHITECTS & ENGINEERS	07/01/2024		3,600.00	3,600.00	Open	N
	CHFS	DMULVIHILL					08/19/2024
	404-41400-40589	CITY HALL/FIRE STATION		3,600.00		1.00	3,600.00
22407							
00036923	BRUNTON ARCHITECTS & ENGINEERS	08/01/2024		3,600.00	3,600.00	Open	N
	CHFS	DMULVIHILL					08/19/2024
	404-41400-40589	CITY HALL/FIRE STATION		3,600.00		1.00	3,600.00
Total Vendor 9977 - BRUNTON ARCHITECTS & ENGINEERS				7,200.00	7,200.00		
Vendor 10357 - CHOSEN VALLEY TESTING, INC							
51540							
00037068	CHOSEN VALLEY TESTING, INC	07/30/2024		4,785.00	4,785.00	Open	N
	CHFS	DMULVIHILL					08/19/2024
	404-41400-40589	CITY HALL/FIRE STATION		4,785.00		1.00	4,785.00
Total Vendor 10357 - CHOSEN VALLEY TESTING, INC				4,785.00	4,785.00		
Vendor 9937 - CIVICPLUS LLC							
312408							
00036924	CIVICPLUS LLC	10/01/2024		3,800.00	3,800.00	Open	N
	ANNUAL RENEWAL	DMULVIHILL					08/19/2024
	101-41400-40311	CONTRACT		3,800.00		1.00	3,800.00
Total Vendor 9937 - CIVICPLUS LLC				3,800.00	3,800.00		

INVOICE REGISTER FOR CITY OF ST. FRANCIS

POST DATES 08/19/2024 - 08/19/2024

POSTED AND UNPOSTED
OPEN

Agenda Item # 4J.

Invoice Number	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inv Ref #	GL Distribution	Entered By			Units	Quantity	Unit Price
Vendor 9937 - CIVICPLUS LLC							
Vendor 3447 - FERGUSON WATERWORKS							
WR005983-1							
00037073	FERGUSON WATERWORKS END CAP	08/01/2024 DMULVIHILL		212.28		212.28	Open N 08/19/2024
Total Vendor 3447 - FERGUSON WATERWORKS				212.28		212.28	
Vendor 1145 - HACH COMPANY							
14138200							
00036934	HACH COMPANY SUPPLIES 602-49490-40235	08/06/2024 DMULVIHILL LAB SUPPLIES		278.80 278.80		278.80	Open N 08/19/2024 1.00 278.80
Total Vendor 1145 - HACH COMPANY				278.80		278.80	
Vendor UB-REFUND - JORDAN & AUSTIN PETERSON							
.08092024-3							
00036951	JORDAN & AUSTIN PETERSON REFUND ACCT#6809 601-49440-40444	08/09/2024 NSANTILLO REFUND & REIMBURSEMENT		22.08 22.08		22.08	Open N 08/19/2024 1.00 22.08
Total Vendor UB-REFUND - JORDAN & AUSTIN PETERSON				22.08		22.08	
Vendor UB-REFUND - MELISSA BEAL							
.08092024							
00036948	MELISSA BEAL REFUND ACCT#6727 601-49440-40444	08/09/2024 NSANTILLO REFUND & REIMBURSEMENT		236.83 236.83		236.83	Open N 08/19/2024 1.00 236.83
Total Vendor UB-REFUND - MELISSA BEAL				236.83		236.83	
Vendor 3689 - METRO SALES, INC							
INV2582416							
00037084	METRO SALES, INC COPIES	08/13/2024 DMULVIHILL		242.00		242.00	Open N 08/19/2024
INV2582164							
00037085	METRO SALES, INC COPIES-CITY HALL 101-41400-40200	08/13/2024 DMULVIHILL OFFICE SUPPLIES		205.70 205.70		205.70	Open N 08/19/2024 1.00 205.70
Total Vendor 3689 - METRO SALES, INC							

INVOICE REGISTER FOR CITY OF ST. FRANCIS

POST DATES 08/19/2024 - 08/19/2024

POSTED AND UNPOSTED
OPEN

Agenda Item # 4J.

Invoice Number	Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price	
Vendor 3689 - METRO SALES, INC								
					447.70	447.70		
Vendor 5371 - MIDCONTINENT COMMUNICATIONS								
13332710114188								
00036937	MIDCONTINENT COMMUNICATIONS	08/02/2024			45.11	45.11	Open	N
	PHONES	NSANTILLO						08/19/2024
	101-42110-40321	TELEPHONE			45.11		1.00	45.11
13334860114188								
00036938	MIDCONTINENT COMMUNICATIONS	08/02/2024			158.39	158.39	Open	N
	PHONES	NSANTILLO						08/19/2024
	601-49440-40321	TELEPHONE			158.39		1.00	158.39
Total Vendor 5371 - MIDCONTINENT COMMUNICATIONS								
					203.50	203.50		
Vendor 4745 - MN NCPERS LIFE INSURANCE								
733400092024								
00037072	MN NCPERS LIFE INSURANCE	08/01/2024			128.00	128.00	Open	N
	SEPTEMBER INSURANCE	DMULVIHILL						08/19/2024
	101-00000-21713	MN LIFE			128.00		1.00	128.00
Total Vendor 4745 - MN NCPERS LIFE INSURANCE								
					128.00	128.00		
Vendor EMP-REIMB - NATE HANSON								
.08132024								
00037086	NATE HANSON	08/13/2024			94.10	94.10	Open	N
	REIMB FUEL FOR TANKER ON PERSONAL CARD	DMULVIHILL						08/19/2024
	601-49440-40212	MOTOR FUELS			94.10		1.00	94.10
Total Vendor EMP-REIMB - NATE HANSON								
					94.10	94.10		
Vendor UB-REFUND - NORMAN JOHNSON								
.08092024-1								
00036949	NORMAN JOHNSON	08/09/2024			90.40	90.40	Open	N
	REFUND ACCT#5670	NSANTILLO						08/19/2024
	601-49440-40444	REFUND & REIMBURSEMENT			90.40		1.00	90.40
Total Vendor UB-REFUND - NORMAN JOHNSON								
					90.40	90.40		
Vendor 4605 - OPUS 21								

INVOICE REGISTER FOR CITY OF ST. FRANCIS

POST DATES 08/19/2024 - 08/19/2024

POSTED AND UNPOSTED
OPEN

Agenda Item # 4J.

Invoice Number	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inv Ref #	GL Distribution	Entered By			Units	Quantity	Unit Price
Vendor 4605 - OPUS 21							
240704							
00036939	OPUS 21	08/04/2024		3,216.18	3,216.18	Open	N
	SERVICES PROVIDED JULY 2024	NSANTILLO					08/19/2024
	601-49440-40382	UTILITY BILLING		1,608.09		1.00	1,608.09
	602-49490-40382	UTILITY BILLING		1,608.09		1.00	1,608.09
Total Vendor 4605 - OPUS 21					<u>3,216.18</u>	<u>3,216.18</u>	
Vendor CD-REFUND - PIONEER MECHANICAL							
08/12/2024							
00036964	PIONEER MECHANICAL	08/12/2024	08/19/2024	121.00	121.00	Open	N
	REFUND PERMIT	DMULVIHILL					08/19/2024
	101-00000-20200	HVAC - Heating Installation		120.00		1.00	120.00
	101-00000-20200	Surcharge - Flat		1.00		1.00	1.00
Total Vendor CD-REFUND - PIONEER MECHANICAL					<u>121.00</u>	<u>121.00</u>	
Vendor 9925 - RMB ENVIRONMENTAL LABORATORIES, INC							
B014093							
00036919	RMB ENVIRONMENTAL LABORATORIES, INC	08/05/2024		233.04	233.04	Open	N
	WEEKS 2-4 COOLER 1	DMULVIHILL					08/19/2024
B013966							
00036920	RMB ENVIRONMENTAL LABORATORIES, INC	08/05/2024		233.04	233.04	Open	N
	WEEKS 2-4 COOLER 1	DMULVIHILL					08/19/2024
	602-49490-40313	SAMPLE TESTING		233.04		1.00	233.04
B014148							
00036921	RMB ENVIRONMENTAL LABORATORIES, INC	08/05/2024		188.10	188.10	Open	N
	99	DMULVIHILL					08/19/2024
	602-49490-40313	SAMPLE TESTING		188.10		1.00	188.10
B014147							
00036936	RMB ENVIRONMENTAL LABORATORIES, INC	08/08/2024		182.88	182.88	Open	N
	ALL WEEKS COOLER 2	DMULVIHILL					08/19/2024
	602-49490-40313	SAMPLE TESTING		182.88		1.00	182.88
Total Vendor 9925 - RMB ENVIRONMENTAL LABORATORIES, INC					<u>837.06</u>	<u>837.06</u>	
Vendor 6072 - ROYAL SUPPLY							

INVOICE REGISTER FOR CITY OF ST. FRANCIS

POST DATES 08/19/2024 - 08/19/2024

POSTED AND UNPOSTED
OPEN

Agenda Item # 4J.

Invoice Number	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inv Ref #	Description	Entered By					Post Date
Inventory	GL Distribution				Units	Quantity	Unit Price
Vendor 6072 - ROYAL SUPPLY							
6650							
00037069	ROYAL SUPPLY	08/08/2024		320.50	320.50	Open	N
	SUPPLIES	DMULVIHILL					08/19/2024
	101-41940-40210	OPERATING SUPPLIES		53.42		1.00	53.42
	101-42110-40217	OTHER OPERATING SUPPLIES		53.42		1.00	53.42
	101-43100-40217	OTHER OPERATING SUPPLIES		53.42		1.00	53.42
	101-45200-40217	OTHER OPERATING SUPPLIES		53.41		1.00	53.41
	601-49440-40217	OTHER OPERATING SUPPLIES		53.41		1.00	53.41
	602-49490-40217	OTHER OPERATING SUPPLIES		53.42		1.00	53.42
Total Vendor 6072 - ROYAL SUPPLY				320.50	320.50		
Vendor UB-REFUND - THOMAS & JENNA KADLEC							
.08092024-2							
00036950	THOMAS & JENNA KADLEC	08/09/2024		67.12	67.12	Open	N
	REFUND ACCT#6473	NSANTILLO					08/19/2024
	601-49440-40444	REFUND & REIMBURSEMENT		149.12		1.00	149.12
	603-00000-37400	STORM WATER FEES		(82.00)		1.00	(82.00)
Total Vendor UB-REFUND - THOMAS & JENNA KADLEC				67.12	67.12		
Vendor UB-REFUND - TIMOTHY & ANGELITA PHIPPS							
.08092024-4							
00036952	TIMOTHY & ANGELITA PHIPPS	08/09/2024		19.57	19.57	Open	N
	REFUND ACCT#6284	NSANTILLO					08/19/2024
	601-49440-40444	REFUND & REIMBURSEMENT		68.57		1.00	68.57
	603-00000-37400	STORM WATER FEES		(49.00)		1.00	(49.00)
Total Vendor UB-REFUND - TIMOTHY & ANGELITA PHIPPS				19.57	19.57		
Vendor 4231 - USABLUBOOK							
INV00448680							
00037076	USABLUBOOK	08/09/2024		1,845.17	1,845.17	Open	N
	LOCATOR	DMULVIHILL					08/19/2024
	601-49440-40237	SMALL EQUIPMENT		922.59		1.00	922.59
	602-49490-40237	SMALL EQUIPMENT		922.58		1.00	922.58
Total Vendor 4231 - USABLUBOOK				1,845.17	1,845.17		
Vendor 4556 - UTILITY SERVICE CO., INC							

INVOICE REGISTER FOR CITY OF ST. FRANCIS

POST DATES 08/19/2024 - 08/19/2024

POSTED AND UNPOSTED
OPEN

Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due Units	Status Quantity	Posted Post Date Unit Price
Vendor 4556 - UTILITY SERVICE CO., INC							
608785 00037070	UTILITY SERVICE CO., INC WATER TOWER MAINTENANCE	08/01/2024 DMULVIHILL		10,468.32	10,468.32	Open	N 08/19/2024
Total Vendor 4556 - UTILITY SERVICE CO., INC				10,468.32	10,468.32		
Vendor 9543 - UTILITYLOGIC							
14833 00036918	UTILITYLOGIC PROJECT SUPPLIES 602-49490-40237	08/05/2024 NSANTILLO SMALL EQUIPMENT		102.85 102.85	102.85	Open 1.00	N 08/19/2024 102.85
Total Vendor 9543 - UTILITYLOGIC				102.85	102.85		
Vendor 4867 - VESSCO, INC							
095005 00037077	VESSCO, INC SERVICE CALL 602-49490-40229	08/12/2024 DMULVIHILL PROJECT MAINTENANCE		1,225.00 1,225.00	1,225.00	Open 1.00	N 08/19/2024 1,225.00
Total Vendor 4867 - VESSCO, INC				1,225.00	1,225.00		
# of Invoices: 36 # Due: 36				Totals:	48,465.25	48,465.25	
# of Credit Memos: 0 # Due: 0				Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					48,465.25	48,465.25	
* 2 Net Invoices have Credits Totalling:					(131.00)		
--- TOTALS BY GL BANK ---							
GNCKG					48,465.25		
--- TOTALS BY GL DISTRIBUTIONS ---							
101-00000-20200					121.00		
101-00000-21713					128.00		
101-41400-40200					205.70		
101-41400-40311					3,800.00		
101-41600-40304					7,319.50		
101-41600-40312					5,300.00		
101-41940-40210					53.42		

INVOICE REGISTER FOR CITY OF ST. FRANCIS

POST DATES 08/19/2024 - 08/19/2024

POSTED AND UNPOSTED
OPEN

Agenda Item # 4J.

Invoice Number	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inv Ref #	Description	Entered By		Units	Quantity	Post Date
Inventory	GL Distribution					Unit Price
	101-42110-40217		53.42			
	101-42110-40321		45.11			
	101-43100-40217		73.78			
	101-43210-40217		20.36			
	101-45200-40217		73.77			
	404-41400-40589		11,985.00			
	601-49440-40212		94.10			
	601-49440-40217		73.77			
	601-49440-40237		922.59			
	601-49440-40321		158.39			
	601-49440-40382		1,608.09			
	601-49440-40444		589.51			
	602-49490-40217		73.76			
	602-49490-40229		1,225.00			
	602-49490-40235		278.80			
	602-49490-40237		1,025.43			
	602-49490-40313		604.02			
	602-49490-40382		1,608.09			
	603-00000-37400		(131.00)			
--- TOTALS BY FUND ---						
	101 GENERAL FUND		17,194.06	17,194.06		
	404 BUILDING IMPROVEMENT FUND		11,985.00	11,985.00		
	601 WATER FUND		3,446.45	3,446.45		
	602 SEWER FUND		4,815.10	4,815.10		
	603 STORM WATER FUND		(131.00)	(131.00)		
--- TOTALS BY DEPT/ACTIVITY ---						
	00000 UNASSIGNED		118.00	118.00		
	41400 ADMINISTRATION		15,990.70	15,990.70		
	41600 LEGAL		12,619.50	12,619.50		
	41940 BUILDINGS		53.42	53.42		
	42110 POLICE		98.53	98.53		
	43100 STREETS		73.78	73.78		
	43210 RECYCLING		20.36	20.36		
	45200 PARKS		73.77	73.77		
	49440 WATER DEPT		3,446.45	3,446.45		
	49490 SEWER DEPT		4,815.10	4,815.10		



CITY COUNCIL AGENDA REPORT

TO: St. Francis City Council
FROM: Beth Richmond, Planner
SUBJECT: Rivers Edge 7th Addition PUD Amendment – 2nd Reading
DATE: August 19, 2024

OVERVIEW:

Dale Willenbring of Tamarack Land Development, LLC, submitted several land use and subdivision requests related to the 7th Addition of the Rivers Edge development on June 26, 2024. Tamarack Land Development LLC has been working on the buildout of the Rivers Edge development since the original approvals were obtained in June 2018. The 7th Addition includes the creation of 23 villa lots along the east side of the development and the extension of Lily Street.

The City Council reviewed the land use and subdivision applications associated with the 7th Addition at their August 5, 2024 meeting. At that meeting, Council approved the first reading of the Ordinance 332 to amend the Rivers Edge PUD to include an additional 2.5 acres of land and reduce side yard setbacks for villa lots from 7.5 feet to 6 feet. Resolutions 2024-28 and 2024-29 approving the drainage and utility easement vacation and 7th Addition final plat, respectively, were also approved at the August 5, 2024 meeting.

ACTION TO BE CONSIDERED:

Because Council approved the 1st reading of Ordinance 332 at the August 5, 2024 meeting, Staff has prepared a 2nd reading of the Ordinance and a resolution allowing for publication by summary for Council’s review. The following timeline will apply:

- August 5th – 1st Reading
- August 19th – 2nd Reading
- August 23rd – Published for Comment
- September 23rd – Effective

Suggested Motions:

1. Move to approve the 2nd Reading of Ordinance 332 amending the Rivers Edge PUD.
2. Move to approve Resolution 2024-30 authorizing publication by summary.

ATTACHMENTS:

- Draft Ordinance 332 – 2nd Reading
- Draft Resolution 2024-30 authorizing publication by summary.

ORDINANCE NO. 332

**CITY OF ST. FRANCIS
ANOKA COUNTY**

**AN ORDINANCE AMENDING THE RIVERS EDGE PLANNED UNIT
DEVELOPMENT – 2ND READING**

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

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

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

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

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

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

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

WHEREAS, on July 17, 2024, the Planning Commission unanimously recommended approval of the requested PUD amendment; and

WHEREAS, on August 5, 2024 and August 19, 2024, the City Council considered the proposed project as it might affect public health, safety, or welfare and found that the project will not negatively impact the public health, safety, or welfare; and

WHEREAS, on August 5, 2024 and August 19, 2024, the City Council studied the practicality of the request, taking into consideration the present and future development of the property and the requirements of the Zoning and Subdivision Ordinances and other official controls, and found the amendment to be consistent with the 2040 Comprehensive Plan, the 2018 Rivers Edge concept plan and the approved preliminary plat for the Rivers Edge subdivision.

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

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

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

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

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

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

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

Section 3. This ordinance shall become effective after publication.

Approved and adopted by the City Council this 19th day of August, 2024.

SEAL

CITY OF ST. FRANCIS

By: _____
Joseph Muehlbauer, Mayor

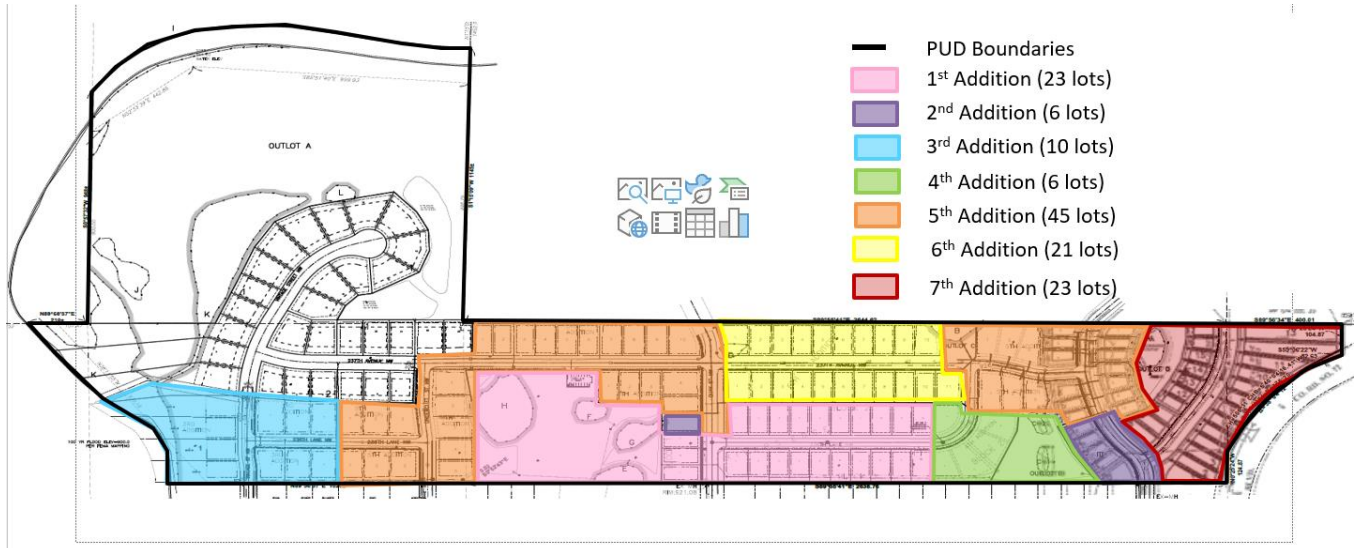
Attest: _____
Jenni Wida, City Clerk

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

Exhibit A

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

Exhibit B



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

RESOLUTION 2024-30

**A RESOLUTION AUTHORIZING THE SUMMARY PUBLICATION OF ORDINANCE
332, SECOND SERIES AMENDING THE RIVERS EDGE PLANNED UNIT
DEVELOPMENT – 2ND READING**

WHEREAS, as authorized by Minnesota Statutes, Section 412.191, subd.4, the City Council has determined that publication of the title and summary of Ordinance 332, 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 332 Second Series is approved for publication:

**CITY OF ST. FRANCIS, MINNESOTA
ORDINANCE 332, SECOND SERIES**

Section 1. Ordinance 332, as adopted, rezones 2.5 acres of land along Rum River Blvd NW to the existing Rivers Edge PUD and reduces side yard setbacks for villa lots in the 7th Addition of Rivers Edge from 7.5 feet to 6 feet.

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 19TH
DAY OF AUGUST, 2024.**

APPROVED:

Joseph Muehlbauer, Mayor

Attest:

Jenni Wida, City Clerk

Published in the Anoka County Union Herald the 23rd day of August, 2024.

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



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Jenni Wida, Deputy Administrator-City Clerk
SUBJECT: Compensation Study Overview
DATE: August 19, 2024

OVERVIEW:

Staff had a kickoff meeting with ABDO to determine needs for the compensation study. ABDO would like to give a presentation and answer any questions.

BUDGET IMPLICATION:

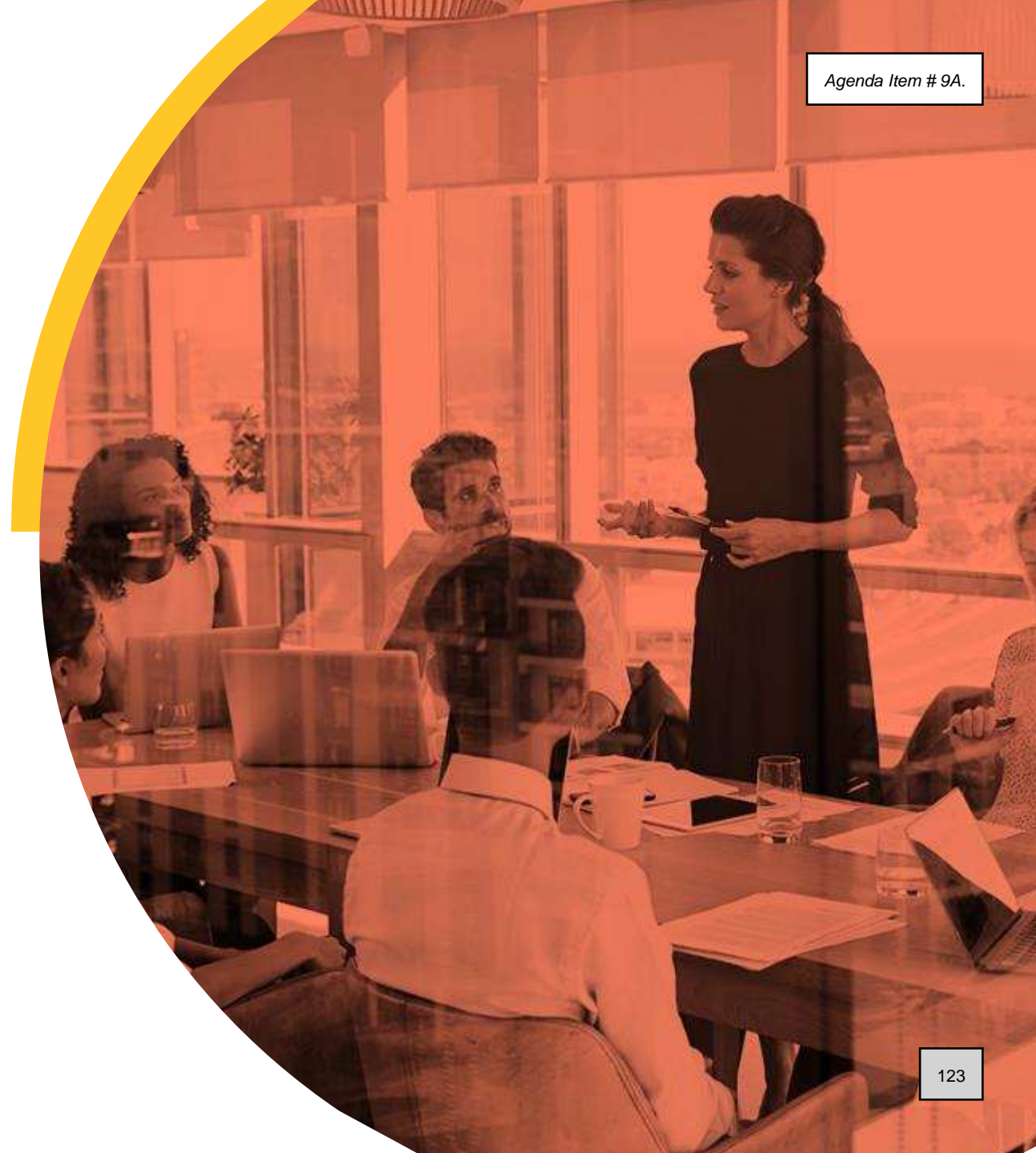
Included in the compensation study that was approved by Council on July 15, 2024

Attachments:

- ABDO presentation



Position Classification and Compensation Study



December 11, 2023

Today's Agenda

- Meet the Abdo Team
- Benefits of a Strategic Compensation Study
- Project Process and Methodology
- Abdo Position Scoring Methodology
- Project Phases
- Discussion and Questions



Meet the Abdo Team



Leah Davis, CPA
Partner

P. 507.524.2347

E: leah.davis@abdosolutions.com



Michael Mooney, SPHR
SHRM - CP
Manager - HR

P: 952.715.3043

E: Michael.mooney@abdosolutions.com



Brittany Bauer
Senior Associate - HR

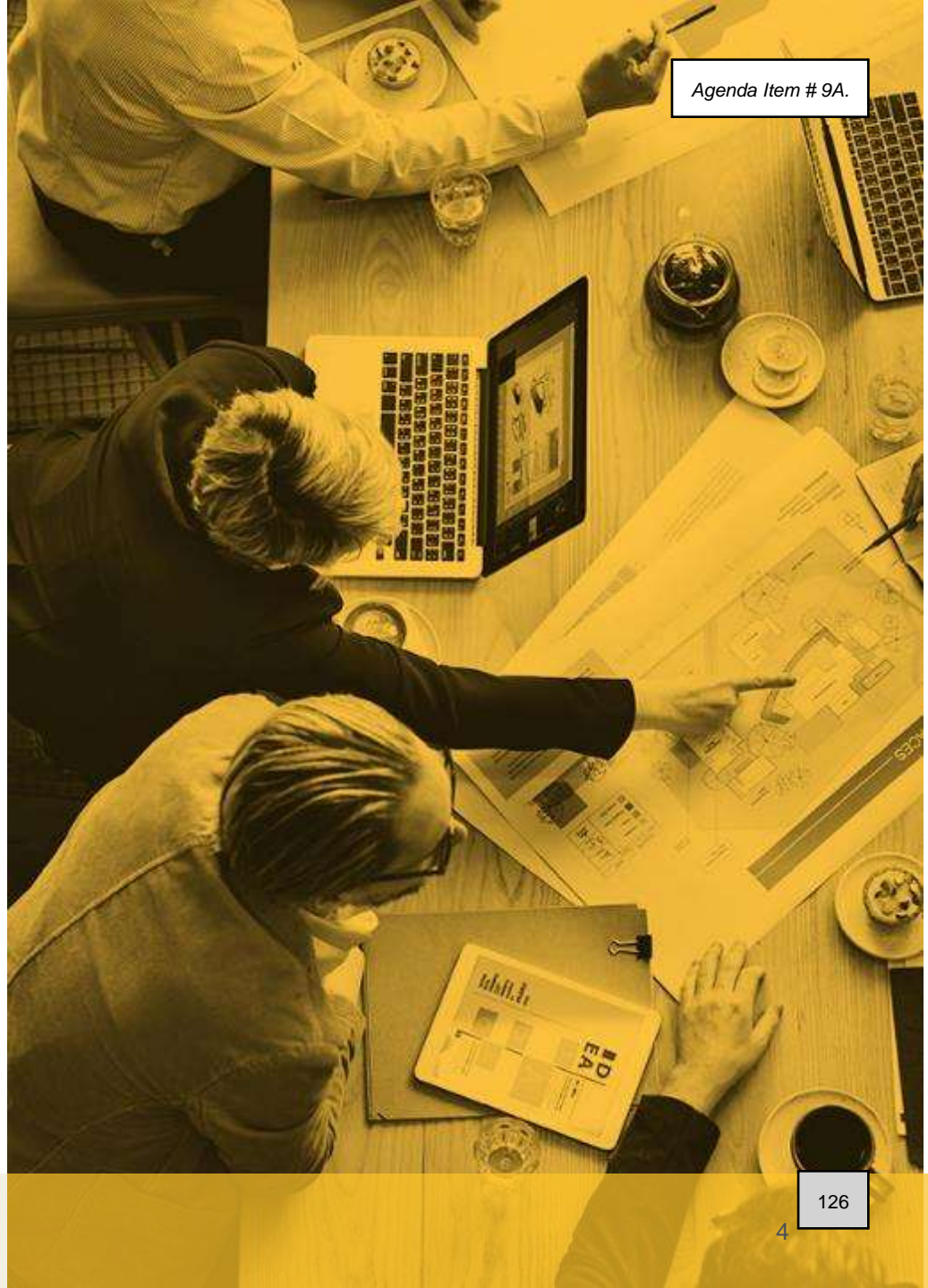
P: 507.304.6836

E: Brittany.bauer@abdosolutions.com

Our Abdo team is comprised of experienced professionals with over 70 years of combined HR experience from a wide variety of internal, external, and multi-industry perspectives. The diverse background and experiences of our staff allows us to offer our clients real-world, people-focused, and best-in-class HR consulting, compliance, process, and talent management solutions.

Benefits of a Strategic Compensation Study

- Updated and compliant job descriptions
- Objective position scoring and classification
- Intentional labor market positioning to align with your City's compensation philosophy
- Compensation structure designed to meet your specific needs, effectively motivate employee performance, and align with your union pay scales
- Pay Equity compliance and management
- Establish clear and consistent position classification and scoring review processes for the future
- Clear decision-making and documentation related to how/if the City intends to apply and administer the compensation structure throughout the organization.



Project Process & Methodology

- Utilize League of Minnesota Salary Survey, Abdo manual surveys, and [Economic Research Institute](#) compensation data.
- Match similar job titles, based on current City job descriptions and brief job data provided by survey respondents.
- Compare average minimum and maximum wages for each position to establish the range of pay within the market for each position.



Abdo Position Scoring Methodology

- **Know-How**
 - Job-Specific Knowledge
 - Integrating Know-How
 - Human Relation Skills
- **Problem Solving**
 - Context & Precedence
 - Thinking Challenge & Complexity
- **Accountability**
 - Freedom to Act/Empowerment
 - Magnitude/Budget
 - Job Impact (direct or indirect) within Organization
- **Special Conditions**
 - Physical Effort
 - Environmental Conditions
 - Hazard Exposure
 - Sensory Attention

***Important Note:** While position scores are consistent with Minnesota predicted pay, they are not intended to be comparable outside of the City.

For example, an “Accountant” in one city may score differently than the same role in another city due to differences in the calculation and the context of the position within the larger organization. This is acceptable and to be expected.

PROJECT PHASE	TIMELINE
<p>Introduction and Project Orientation</p> <p>The first step to this project is to review and analyze data provided by the City. This includes the existing job descriptions and current compensation model, and any other data the City has available. After this review, we will meet with the City and Department leadership to discuss overall project expectations, define strategic goals and outcomes, identify current compensation challenges, and discuss project timeline. This is also an opportunity for the City and Department leadership to ask for clarification on the project and address any questions or concerns they may have.</p>	<p>DAY 1 - 15 <i>depending on City availability</i></p>
<p>Position Classification Evaluation</p> <p>Using the City's job descriptions and our Abdo Position Scoring Methodology (see Appendix A for more information on the Abdo Methodology), which we have utilized for over 10 years, and in collaborating with City leadership, we will evaluate and assign position point values for each City position and organize positions into hierarchical order, based on point assignment.</p>	<p>DAY 16 - 26</p>
<p>Labor Market Employers Criteria and Selection</p> <p>Our team will solicit input from City and Department leadership to develop a list of comparable organizations, based on size, geography, and City services, to be used in the wage analysis.</p>	
<p>Compensation Analysis</p> <p>Abdo will complete a full wage/compensation market survey, utilizing aged 2022 Minnesota Local Government Salary and Benefit Survey put out by the League of Minnesota Cities as well as direct wage data surveys and private sector compensation resources, where applicable. This analysis will include recommendations for maintaining marketable wage scales into future years as well as evaluating approaches to longevity recognition.</p> <p>Analysis will also include a high-level review of the City's employee benefit package, including Vacation/Sick, insurance, and retirement plans, to provide recommendations to increase employee value and marketability.</p>	<p>DAY 27 - 41</p>

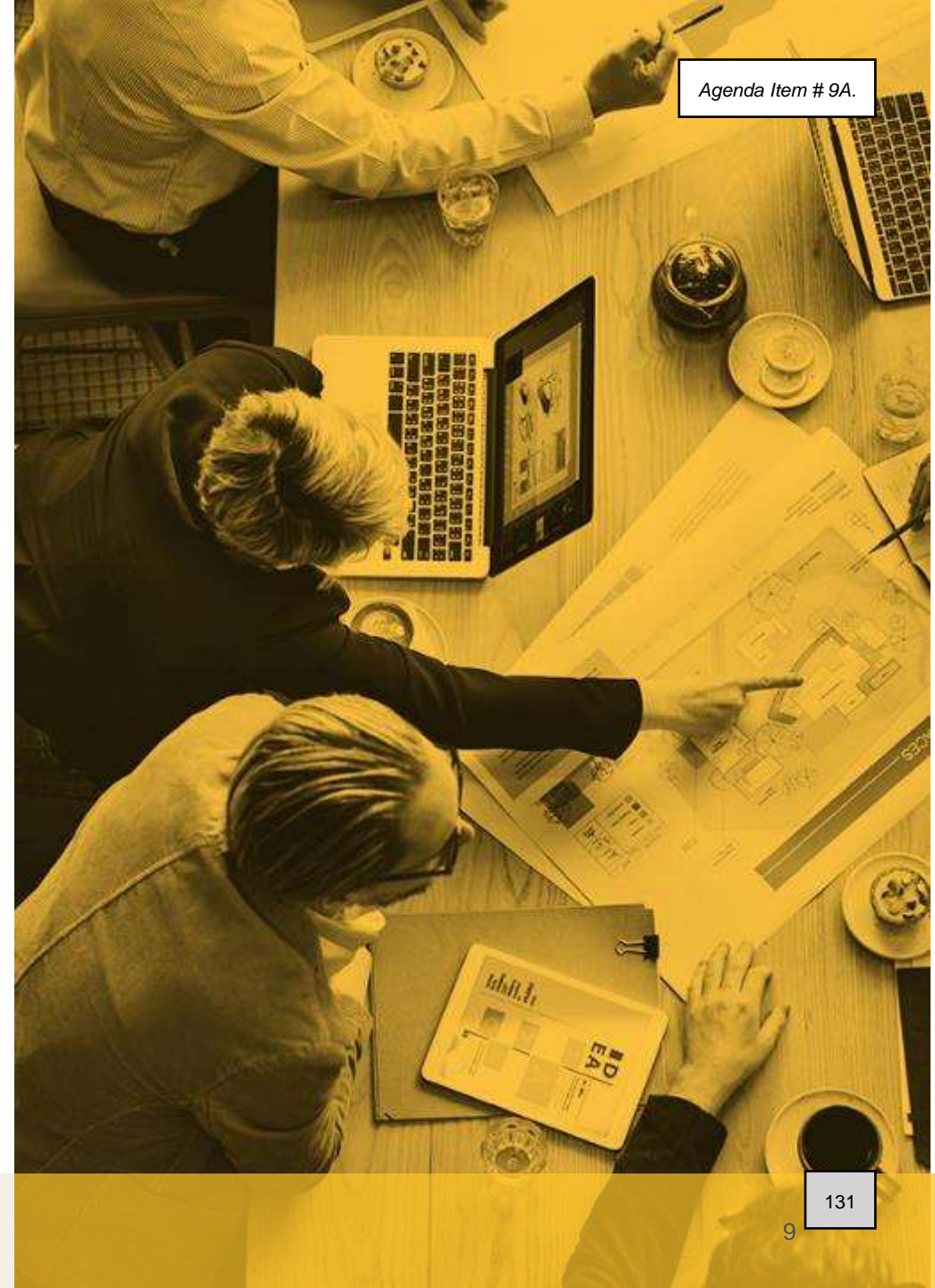
Compensation Project Phases

PROJECT PHASE	TIMELINE
<p>Classification & Compensation System Development and Compliance Testing</p> <p>The overall structure of the compensation study, system structure, compensation and performance management philosophies of the City will be reviewed with City. The review will include identification of current or potential pay compression, pay equity, and collective bargaining issues. We will recommend a compensation structure for the City based on the review. Once the proposed structure is completed, all data will be tested for compliance with Federal and State regulations.</p>	<p>DAY 42 - 51</p>
<p>Final Documents and System Presentation</p> <p>All documents will be reviewed with the City Management team in draft format before finalization and distribution. Final reporting will include comprehensive project findings, recommendations, description of overall methodology utilized in the project, data analysis, and estimated implementation costs and process. The City will be provided with all tools and resources to administer and maintain the proposed compensation model into the future. Once approved by the City Management team, report findings and recommendations will be presented, in person or virtually, to the City Council for review and discussion.</p>	<p>DAY 52 - 61 <i>depending on City availability</i></p>
<p>Implementation and System Administration Training/Support</p> <p>Our team will develop and lead a customized compensation system implementation and maintenance program for leadership and applicable staff. Training will include suggestions for appropriately awarding step increases and documented plan administration best practices.</p>	
<p>Develop Position Reclassification and Review Policy</p> <p>We will work with internal leadership to develop a formal position review and reclassification request policy to consistently evaluate future requests for position scoring or compensation changes.</p>	
<p>Post Contract Support Services</p> <p>On an as needed basis, Abdo will be available to review new or significantly altered job descriptions, including determination of points and salary ranges for the position, as well as provide documentation support for future pay equity reporting to the Minnesota Department of Management.</p>	<p><i>Optional & as directed by the City</i></p>

Compensation Project Phases

Discussion for Council

- What is the City's overall compensation philosophy?
 - Remain equal to market averages or is there a need or benefit to position wages above the market for maximum and/or minimum pay?
- What is the primary employee behavior to be motivated?
 - Attraction, retention, performance, development, etc.?
- How does the City wish to be seen in the marketplace and how does that align with budgetary considerations?
- What cities or entities do you believe are comparable?



Questions?



**CITY COUNCIL
AGENDA REPORT**

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Job Description Updates
DATE: August 19, 2024

OVERVIEW:

Staff has been working on updating the job descriptions within city hall. Now that we are faced with the resignation of the Deputy Clerk – Accounting Tech we looking to create a staffing change along with the necessary updates of job descriptions..

Existing Office Assistant and Community Development Specialist:

This is a housekeeping step to address outdated language, outdated formatting and updated duties to meet the current position responsibilities. These positions due to technology, events or other reasons have had minor shifts in their position and we are looking to keep the job descriptions current. Changes to the language will also assist these positions to be better organized in the event they turn over.

Office Assistant - Accounting Clerk

Staff is proposing a change in direction with the vacancy of the Deputy Clerk / Accounting Tech. We are taking a step back to provide a greater amount of support to our current shortfalls. This change will create a second front desk office assistant that will have an emphasis on financial duties. This will allow us continued support to the general public with more flexibility and direct contact.

Staff will not fill the vacant Deputy Clerk position as it is today. The Office Assistant position is a Step 6 which is reduction in roughly \$10,000 in staffing costs for 2025.

This transition in positions is not due to the need of professional support in administration or finance, but to shift the resources and labor market expectations to focus on the front counter and continue the support for finance. The Accounting Clerk position is an existing position that was within the city structure and is being updated to support today's job duty needs. Staff is looking to post the position immediately.

ACTION TO BE CONSIDERED:

Council to review and approve the revised job descriptions as proposed and authorize staff to fill the position of Office Assistant / Accounting Clerk.

Attachments:

- Community Development Specialist Job Description
- Office Assistant (permit emphasis) Job Description
- Office Assistant - Accounting Clerk Job Description

City of
ST. FRANCIS

POSITION PROFILE

Effective Date: ~~December 2018~~ August 2024

Position Title: Community Development Specialist **Status:** Non-Exempt

Department: Community Development **Approved:** _____

Accountable to: Community Development Director _____

Primary Objectives

Performs skilled planning and administrative work directing and coordinating the Community Development functions of the City. This position serves a variety of functions related to planning, economic development, zoning review, code enforcement, rental housing, vacant buildings, communications, and various administrative functions.

Supervision Received

Works under the general supervision of the Community Development Director. ~~Works jointly with the Building Official and Administrative Assistant.~~

Supervision Exercised

None.

MAJOR AREAS OF ACCOUNTABILITY

Planning

- ~~*1.~~ Performs day-to-day planning reviews and answers inquiries into building requirements as it relates to the City’s Zoning Code.
- ~~*2.~~ Provides information on the City’s land use application processes and general timelines.
- * 3. ~~Reviews and approves permits after conducting zoning reviews.~~ Conduct zoning review of permits and coordinates engineering reviews of permits as needed and processing all zoning permits.
- 4. Position works closely with the Building Official and Office Assistant positions in the organization and processing of permits, inspections and code enforcement.

Economic Development

- ~~*4.~~ Assists the Community Development Director in economic development and redevelopment projects through outreach to businesses, planning events and recruitment.
- ~~*5.~~ Creates and facilitates the creation of marketing materials for economic development.
- ~~*6.~~ Attends promotional functions and local events as a representative of as requested by the Community Development Director Department including but not limited a liaison to community organizations such as the Chamber of Commerce and school district as needed.
- ~~*7.~~ Assists the Community Development director on the overall economic development plan, strategy and implementation of that strategy.

Code Enforcement/Rental Housing/Vacant Building

- ~~*8.~~ Oversees and assists with all aspects of Code Enforcement as it relates to zoning, which may include review and determination, facilitating the process, and potentially assisting with inspections if needed.
- ~~*9.~~ Oversees and assists the Rental Housing program which includes coordinating notices, ensuring inspections, and monitoring licensing.
- ~~*10.~~ Oversees and assist in the Vacant Building program which includes coordinating notices, ensuring inspections, and monitoring progress.
- ~~*11.~~ Attends and assists the Administrator and the Community Development Director with function of the Economic Development Authority.

Administrative

- 12. May provide general customer service to residents as they visit City Hall in the absence of office assistance.
- 13. Assists with the annual reporting for Metropolitan Council, MPCA and other agencies.
- ~~—13. Oversee and assist in general workflow of City Hall administrative functions. Organizes the Farmers Market through vendor recruitment, promotion and day-to-day coordination under the direction of the Community Development Director.~~
- 14. Other duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES

- * ➤ ~~Considerable k~~Knowledge of planning and zoning functions.
- * ➤ ~~Considerable knowledge zoning functions and administration.~~
- * ➤ ~~Considerable k~~Knowledge of reading, interpreting, analyzing, apply and enforce the ZoningCity Code and relevant statutory and regulatory requirements.

- * ➤ ~~Considerable k~~Knowledge program management and coordination.
- Working knowledge of the functions, organization, staffing and operations of City Departments.
- * ➤ Considerable ability to analyze complex information, utilizes resources, develop alternatives and prepare reports.
- * ➤ ~~Considerable a~~Ability to operate standard office equipment using word-processing, databases, and file management.
- * ➤ ~~Considerable a~~Ability to work cooperatively with other departments to meet the needs of the City Council.
- * ➤ ~~Considerable ability to communicate effectively and tactfully, both orally and in writing, including making presentations.~~
- * ➤ ~~Considerable a~~Ability to ~~effective~~work collaboratively in a team setting as both a leader and a participant.
- * ➤ ~~Considerable a~~Ability to maintain confidentiality and to read, understand and enforce policies and procedures.
- * ➤ ~~Considerable ability to detect and correct errors and to develop and maintain a comprehensive program record keeping system.~~
- * ➤ Considerable ability to promote and provide excellent customer service, to communicate effectively and tactfully, both orally and in writing and to maintain effective working relationships with City staff, public officials, commission members, businesses owners, state and county agencies and the public.
- * ➤ Considerable ability to organize and prioritize work, meet deadlines and to manage multiple tasks in a timely manner.
- * ➤ ~~Considerable ability to analyze, interpret and apply or enforce the City code and relevant statutory and regulatory requirements.~~
- * ➤ Considerable ability to respond to questions and requests for information on a large variety of municipal issues.
- ~~Working ability to sit for long periods of time and to operate a personal computer including word processing and spreadsheet software.~~
- ~~Working ability to supervise and motivate staff.~~

DESIRED QUALIFICATIONS

- Previous public sector work experience, such as an internship, in planning, zoning, economic
- Related certification in or on the path of completing a related certification such as Economic Development Finance Professional (EDFP), American Institute of Certified Planners (AICP), or IEDC’s Certified Economic Developer (CEcD)

MINIMUM QUALIFICATIONS

- Two years of experience working in Municipal or County government or related with a preference in zoning, building or planning or two years’ experience in previous public sector work-
- Knowledge of standard software including Microsoft products and general office equipment.
- Strong oral and written communication skills and ability to organize.
- Valid driver’s license

~~*Note: Asterisked items are essential to the job.~~

City of
ST. FRANCIS

POSITION PROFILE

Effective Date: ~~December 2018~~ August 2024

Position Title: Office Assistant

Status: Non-Exempt

Department: Administration

Approved: _____

Accountable to: ~~City Administrator~~ Deputy Administrator –
City Clerk

Primary Objectives

Performs semi-skilled administrative support and receptionist work and semi-skilled to skilled building permit work for the City; performs related duties as required.

Supervision Received

Works under the general and/or technical supervision of the ~~City Administrator~~ Deputy Administrator –
City Clerk and Community Development Director.

Supervision Exercised

None.

MAJOR AREAS OF ACCOUNTABILITY

- *1. Acts as primary receptionist for City Hall; responds to phone, ~~fax~~ electronic and in-person inquiries; directs calls, takes messages, provides information and assistance or refers to another staff member as appropriate.
- *2. Performs administrative support work including: typing letters and memos and council resolutions, scanning, copying, printing, faxing, record keeping and retrieving data or documents as needed.
- *3. ~~Preforms~~ Performs data entry, accounting support, billing, and various ~~other~~ clerical duties ~~to for~~ the departments of Administration and, Community Development, ~~Finance and the City Clerk~~.
- *4. Processes building permits and documentation. Contacts builders and homeowners when building permits are ready; collects fees, provides receipts; provides a copy of permits to Anoka County and maintains records.

- *5. Schedules rentals for ~~parks and~~ community center.
- * 6. Makes copies of surveys and plats and charges according to established criteria. ~~Assists in the collection of fees, fines and other payments due to the City.~~
- 7. Assists Building Official in day-to-day procedures including working with contracted building officials in transferring documents, monitoring billing against permits and ongoing communication.
- 8. ~~Schedules~~ Assists in the scheduling of rental and vacant home inspections for Building Department.
- *9. ~~Types minutes for the City Council in absence of Deputy City Clerk.~~ Takes Safety Committee minutes when needed.
- 10. Prepares quarterly report for the State on building permits and valuation by type; and completes monthly building permit forms for the U.S. Census Bureau and McGraw Hill.
- 11. Assists all City ~~Staff departments~~ in updating and sharing information on the website, Facebook, and Twitter. Enters and updates information on the city electronic signage.
- 12. ~~Gathers information and helps City Staff prepare quarterly newsletter.~~ Oversees maintenance of general office equipment, such as but not limited to, printers, scanners, etc.
- ~~13. Enters information on electronic sign.~~
- 14. Orders or purchases office supplies based on needs and requests from staff.
- 15. Assists with ~~spring clean up days and other~~ events as needed.
- 16. Performs other duties as needed or assigned.
- 17. Maintains a notary certification as needed.
- 18. ~~Assists with Elections as needed~~ Serves as absentee judge during elections.

KNOWLEDGE, SKILLS, AND ABILITIES

- * ➤ Considerable knowledge of standard office procedures, tools, equipment and practices.
- Working knowledge of building permit and zoning process.
- ~~Working knowledge of zoning requirements and variance approval process.~~
- * ➤ Considerable ability to read, understand and follow policies and procedures.
- * ➤ Considerable ability to operate standard office equipment, including a personal computer with word processing and spreadsheet software.

- * ➤ ~~Considerable a~~Ability and to detect and correct errors in both written documents and data entry and to maintain accurate records and files.
- * ➤ Considerable ability to promote and provide excellent customer service, to communicate effectively and tactfully and to maintain effective working relationships with City staff, contacts from outside agencies and the public.
- * ➤ Considerable ability to organize and prioritize work and to track the progress of building permits, ~~variance requests, developer escrows and late payment of water and sewer bills.~~
- * ➤ Considerable ability to respond to questions and requests for information from other staff, Council, city Committees and the public.
- * ➤ Considerable ability to prepare or generate accurate reports.
- * ➤ ~~Working ability to read and understand plats, surveys, ordinances and related documents.~~
- * ➤ Working ability to perform work that requires bending, crouching, lifting and carrying of files and pushing/pulling to retrieve documents and sitting to perform data entry for long periods of time.

DESIRED QUALIFICATIONS

- Experience providing clerical support to planning and building departments

MINIMUM QUALIFICATIONS

- Two years of receptionist and general clerical experience involving record keeping, preparation of correspondence and spreadsheets and customer service.
- Knowledge of standard software including Microsoft products and general office equipment.
- Strong oral and written communication skills and ability to organize.

~~Prefer experience providing clerical support to planners and building inspectors.~~

~~* Note: Asterisked items are essential to the job.~~

City of
ST. FRANCIS

POSITION PROFILE

Effective Date: August 2024

Position Title: Office Assistant/Accounting Clerk **Status:** Non-Exempt

Department: Administration **Approved:** _____

Accountable to: Deputy Administrator-City Clerk _____

Primary Objectives

Performs routine to skilled data entry and administrative support work, including support work in accounts payable, accounts receivable and payroll processing; performs related duties as required.

Supervision Received

Works under the general and/or technical supervision of the Finance Director and Deputy Administrator-City Clerk.

Supervision Exercised

None.

MAJOR AREAS OF ACCOUNTABILITY

1. Acts as secondary receptionist for City Hall to phone, electronic, and in-person inquiries; directs calls, takes messages, provides information and assistance or refers to another staff member as appropriate.
2. Codes invoices and receipts for posting to the general ledger and maintains accurate files for invoices and receipts.
3. Enters payable and receivable information in the accounting system and verifies accuracy.
4. Balance and prepares the deposit and brings to the bank.
5. Prepares accounts payable report for Council approval.
6. Serves as first point of contact for utility billing questions.
7. Assists in the collection of fees, fines and other payments due to the City.

8. Processes employee timecards, detects errors and omissions and contacts appropriate department head or Finance Director for correction.
9. Enters employee status changes into payroll software to keep the payroll information accurate and timely and maintains and updates employee records relative to pay, benefits, deductions, etc.
10. Processes payroll checks and required transactions for all deductions; analyzes payroll report generated by computer for accuracy.
11. Prepares PERA report and runs quarterly payroll reports.
12. Maintains records of letter of credits received for development projects and processes reductions as requested by Community Development and Engineering.
13. Process storm water invoices.
14. Assists in the administration of local, State, and National elections and is the lead absentee judge during elections.
15. Attends City Council meetings in absence of City Clerk and take city council minutes.
16. Assists City Clerk in maintaining accurate records related to City Council agendas, minutes, resolutions, ordinances, and related documentation.
17. Assists Community Development with the Farmers Market coordination.
18. Assists with City Events and may assist with city communications.
19. Responds to inquiries for special assessment searches
20. Performs other duties as needed or assigned.

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of standard office procedures, tools, equipment and practices.
- Knowledge of accounts receivable, accounts payable and payroll processing.
- Knowledge of accounting and payroll software.
- Some knowledge of governmental accounting principles and practices.
- Ability to maintain confidentiality and to read, understand and follow policies and procedures.
- Ability to operate standard office equipment and software and to enter and retrieve data with speed and accuracy.
- Ability and to detect and correct errors in both written documents and data entry and to maintain accurate records and files.

- Ability to promote and provide excellent customer service, to communicate effectively and tactfully and to maintain effective working relationships with City staff, contacts from outside agencies and the public.
- Ability to organize and prioritize work, to work independently with little supervision and to manage multiple tasks in a timely manner.
- Ability to read and understand to respond to questions and requests for information and assist callers.
- Ability to prepare or generate accurate reports.
- Ability to perform work that requires bending, crouching, and pushing/pulling to retrieve documents and sitting while performing data entry, requiring extensive use of fine motor skills for long periods of time.

MINIMUM QUALIFICATIONS

The job requires good interpersonal skills, good detail skills, the ability to operate personal computers and proficiency with Microsoft products. Must have two years of combined accounting education and experience. Must have one year of office support experience involving the use of personal computers with Microsoft products.

Must have a valid driver's license.

PREFERRED QUALIFICATIONS

Experience in administration of elections.