CITY COUNCIL REGULAR MEETING
St. Francis Area Schools District Office, 4115 Ambassador Blvd. NW
Monday, May 15, 2023 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 - May 1, 2023
   - B. Police Department UAV Program Policy
   - C. Bike Rodeo Donation
   - D. Rivers Edge 6th Extension
     Resolution 2023-16 Extending the final plat submittal deadline for land within the boundaries of the original Rivers Edge PUD preliminary plat
   - E. Development Agreement Rivers Edge 6th Addition
   - F. Rental License Approvals
   - G. Payment of Claims
5. **MEETING OPEN TO THE PUBLIC**
6. **SPECIAL BUSINESS**
7. **PUBLIC HEARING**
8. **OLD BUSINESS**
   - A. Patriot Parkway Rezoning – 2nd Reading

     Ordinance 310 Approving rezoning approximately 1.2 acres at 23040 Pederson Drive NW from R-3 to B-2

     Resolution 2023-17 authorizing the summary publication of Ordinance 310

   - B. 2023 Code Revisions – 2nd Reading

     Ordinance 313 - Approving amendments to Division 7 Development Standards of the Zoning Code as presented by Staff

     Resolution 2023-18 Authorizing Summary Publication of Ordinance 313

     Ordinance 314 - Approving amendments to Division 8 Stormwater of the Zoning Code as presented by Staff

     Resolution 2023-19 Authorizing Summary Publication of Ordinance 314

     Ordinance 315 - Approving amendments to Section 11-43-02 Streets of the Subdivision Code as presented by Staff

     Resolution 2023-20 Authorizing Summary Publication of Ordinance 315

   - C. Construction Manager at Risk Contract

9. NEW BUSINESS

A. 2022 Annual Comprehensive Financial Report

B. Real Property Acceptance from EDA

Resolution 2023-21 Approving the transfer of property and granting signatory authority

C. Real Property Transfer to the EDA

Resolution 2023-22 Approving the transfer of property and granting signatory authority

D. Personnel Policy Update

E. St. Francis Dental Clinic Addition – Temporary Construction Easement Agreement and Temporary Code Exemption

Resolution 2023-23 Approving a temporary exemption from City Code section 10-72-02 to allow temporary parking on an unimproved surface in the R-3 zoning district

F. Meadows of St. Francis 4th Addition – Minor Subdivision and Site Improvement Performance Agreement

Resolution 2023-24 Approving a Minor Subdivision for the 4th Addition of the Meadows of St. Francis Development

G. City Hall/Fire Station Site Plan

Resolution 2023-25 Approving a site plan for City Hall/Fire Station

10. MEETING OPEN TO THE PUBLIC

11. REPORTS

12. COUNCIL MEMBER REPORTS

13. UPCOMING EVENTS

May 17 - Planning Commission Meeting
May 29 - City Offices Closed in Observance of Memorial Day
June 5 - City Council Meeting
June 20 - City Council Meeting

14. ADJOURNMENT

Councilmember Joe Muehlbauer will attend via Zoom from:
23153 Kerry St. NW St. Francis MN 55070

Join Zoom Meeting
https://us02web.zoom.us/j/87360361092?pwd=Q0dYa2c0dGlsV0tZR1NJT3hHOHkvZz09
Meeting ID: 873 6036 1092
Passcode: BULD1v
One tap mobile

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+13052241968,,87360361092#,,,,*676412# US
Dial by your location
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- +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)
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US

Meeting ID: 873 6036 1092
Passcode: 676412
Find your local number: https://us02web.zoom.us/u/kcjhdsIRaQ

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
St. Francis Area Schools District Office 4115 Ambassador Blvd. NW
May 1, 2023
6:00 p.m.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

2. ROLL CALL

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

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

3. APPROVAL OF AGENDA

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

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

4. CONSENT AGENDA

A. City Council Minutes - April 17, 2023
B. URRWO Annual Budget
C. Declare Engine 2 Surplus Property
D. Police Department UAV Program
E. Dust Control Maintenance
F. St. Francis Lions Club Temporary On-Sale License for Pioneer Days 2023
G. Payment of Claims

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

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

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5. MEETING OPEN TO THE PUBLIC

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

6. SPECIAL BUSINESS - NONE

7. PUBLIC HEARINGS – NONE

8. OLD BUSINESS - NONE

9. NEW BUSINESS

A. Comprehensive Plan Amendment, Rezoning
Resolution 2023-15 approving the Comprehensive Plan Amendment for land located north of Bridgestone Road NW and south of Seelye Brook and authorizing submission amendment to the Metropolitan Council for review
Ordinance 312 approving the rezoning land located north of Bridgestone Road and south of Seelye Brook from A-2 to RR

City Planner Richmond reviewed the Staff report concerning rezoning requests for the Serenity at Seelye Brook project. She shared the Planning Commission's recommendation to approve the Comprehensive Plan Amendment and the rezoning.

Mayor Feldman shared that the packet states that Anoka County has reviewed the request and did not have significant concerns with the potential future development of the site. He stated that it seems like the curve is not an issue with Anoka County. Richmond said that was correct and their comment was that they would suggest clustering the driveways as much as possible to keep the access points closer together.

Mayor Feldman asked if the lots will be five acres. Richmond stated that they are not to the subdivision process yet. She added that the density is one lot per five acres, but in the rural residential district lots can be two and a half acres. Mayor Feldman asked the intent of the developer. The developer, Eric Vickaryous, C&E Ventures LLC, came forward and stated that he would like to do three or four lots in this area. He discussed the restrictions based on the wetlands. He stated that the smallest lot would be a little over four acres.

Robinson stated that the County will be assisting the developer with safe access points.

Bauer stated that his biggest concern is that one of the lots will be smaller than the other. He stated that he would like to see all of the lots be five acres. He added that he is otherwise for this.

MOTION BY: MUEHLBAUER SECOND: ROBINSON TO ADOPT

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COMPREHENSIVE PLAN AMENDMENT, REZONING
RESOLUTION 2023-15 APPROVING THE COMPREHENSIVE PLAN AMENDMENT FOR THE LAND LOCATED NORTH OF BRIDGESTONE ROAD NW AND SOUTH OF SEELYE BROOK AND AUTHORIZING SUBMISSION AMENDMENT TO THE METROPOLITAN COUNCIL FOR REVIEW

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

MOTION BY: MUEHLBAUER SECOND: BAUER TO APPROVE THE FIRST READING ORDINANCE 312 APPROVING THE REZONING REQUEST TO REZONE THE 22.5 ACRES OF LAND BETWEEN AMBASSADOR BLVD NW AND BRIDGESTONE RD NW FROM A-2 TO RR

A roll call vote was performed:

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

Motion carried 5-0

B. Approve updated Private Development Standards

City Engineer Jochum reviewed the Staff report concerning the Private Development Standards, which were last updated in 2013. He reviewed the suggested changes.

Mayor Feldman stated that with something like this he relies on the expertise of the Staff and engineers. He noted that everything looked good to him.

Udvig agreed that it looks good and will look to the expertise of Staff.

Robinson stated that as long as this is a housekeeping situation and does not shift any burdens onto the City then he is comfortable with this.

MOTION BY: UDVIG SECOND: ROBINSON TO APPROVE THE UPDATED PRIVATE DEVELOPMENT STANDARDS

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

C. Code Revisions – Parking, Roadways, and Stormwater – First Reading Ordinance 313 approving amendments to Division 7 Development Standards of the Zoning Code as presented by Staff

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Ordinance 314 approving amendments to Division 8 Stormwater of the Zoning Code as presented by Staff
Ordinance 315 approving amendments to Section 8, 11-43-02 Streets of the Subdivision Code as presented by Staff

Richmond reviewed the Staff report concerning code revisions. She shared the origins of these revisions are from the audit from the Minnesota Pollution Control Agency and updated Private Development Standards. She reviewed the changes. She shared the Planning Commission's recommendation of approval for the zoning code amendments.

Mayor Feldman stated that taking out gray areas and making clarifications are always good thing. He noted that this will have a good end result.

Muehlbauer agreed and stated that this seems to be mainly housekeeping updates that will help with future growth of the City.

Robinson agreed and appreciated Staff's work on keeping this up to date.

Bauer asked for clarification on the cul-de-sacs. Richmond explained that currently there can be 16 units, not just in the cul-de-sac itself, but also the road.

MOTION BY: MUEHLBAUER SECOND: UDVIG TO ADOPT ORDINANCE 313 APPROVING AMENDMENTS TO DIVISION 7, DEVELOPMENT STANDARDS OF THE ZONING CODE AS PRESENTED BY STAFF

A roll call vote was performed:

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

Motion carried 5-0

MOTION BY: ROBINSON SECOND: BAUER TO ADOPT ORDINANCE 314 APPROVING AMENDMENTS TO DIVISION 8, STORMWATER OF THE ZONING CODE AS PRESENTED BY STAFF

A roll call vote was performed:

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

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Motion carried 5-0

MOTION BY: UDVIG SECOND: MUEHLBAUER TO ADOPT ORDINANCE 315 APPROVING AMENDMENTS TO DIVISION 8, 11-43,02, STREETS OF THE SUBDIVISION CODE AS PRESENTED BY STAFF

A roll call vote was performed:

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

Motion carried 5-0

10. MEETING OPEN TO THE PUBLIC – NONE

11. REPORTS

A. Fire Department Monthly Report - March 2023

Fire Chief Schmidt reviewed the Fire Department March report. He highlighted the response time with over a minute decrease from last year, a small decrease in run volumes from last year, and the slight increase in average numbers of firefighters per call at 5.3. He stated there was a standard delineation of fire versus EMS runs in March. He noted that variance usage was low for the month. He added that there were two ambulance response times over 20 minutes. He noted that the numbers are increasing in April. He stated that there were eight initial fire inspections and six reinspections.

Mayor Feldman noted that glucometer use is up. Schmidt stated that this is commonly used. Mayor Feldman mentioned that the EMS calls were greater than fire again, which is no longer a trend and seems to be how things will go for the future.

Muehlbauer stated that it was a good report and asked Schmidt to send the Council's appreciation to his firefighters.

Robinson asked if any of the calls for the glucometer were repeat patients. Schmidt stated that he is not sure if any of them were repeat calls, but noted that it is not uncommon to have repeat calls. He stated that this has been increasing year over year for the last five years. Robinson asked if there are any additional services that can be offered, such as a follow-up, with these patients. Schmidt shared that there are a number of challenges surrounding this, including a lack of continuity of care between emergency response, emergency room visits, and primary care visits. He stated the other challenge is that these things would typically be escalated to the County and a lot of things need to be triaged by the County. He stated that there are other resources and noted that community health is a growing field. He stated

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that there has been a decline in primary care doctor appointments, which makes primary care more difficult to access. Robinson asked for the definition of community health. Schmidt explained that a lot of departments in surrounding areas have created a community paramedic program as well as community EMTs that can perform site visits and help people navigate their medical conditions to reduce 911 calls. He stated that this would be a staffing challenge for the City right now but would like to see it in the future.

Bauer stated that it was a great report. He asked about variance usage and noted that the glucometer uses were not necessarily just for blood sugar tests and could have also been to help determine what was wrong with a patient. He stated that the glucometer is just one of the tools used on a call. He asked Schmidt to tell his Staff they are doing a great job.

Udvig said it was a great report and stated that she liked seeing the number of fire inspections done. She shared her appreciation for Schmidt and his Staff.

Mayor Feldman stated that the fire engine was on the consent agenda this evening. He asked what the original price of the unit was. Schmidt stated that he did not have the number off the top of his head.

Mayor Feldman asked if the change with the new lieutenants has been beneficial. Schmidt stated that it has certainly helped, especially with dividing out the duty officer rotation more significantly.

12. COUNCIL MEMBER REPORTS

Udvig stated that she attended the work session last week and reminded residents to watch for children and pedestrians who are out walking or biking.

Bauer mentioned that he also attended the work session and there was a lot that was discussed. He apologized for being absent at the last few meetings due to medical needs.

Robinson stated that he attended the Planning and Zoning meeting as well as the work session meeting. He added that he attended the Recycling Day last Saturday.

Muehlbauer stated that he attended the Citizens Academy at the police station and the work session meeting. He noted the upcoming EDA meeting on May 3.

Mayor Feldman noted that he also attended the work session. He stated that he will be attending the EDA meeting. He thanked all of the Staff and Council for all of the work that they do and the time they put in. He added that there is a lot of work that is done behind the scenes that the residents do not see. He shared that he is proud to be the mayor of a City and Staff like St. Francis. He reiterated Udvig's comment about being safe and cautious of pedestrians.

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13. UPCOMING EVENTS

May 1 - City Council Meeting
May 3 - Economic Development Authority Meeting
May 8 - City Council Work Session
May 17 - City Council Meeting
May 29 - City Offices Closed in Observance of Memorial Day

14. ADJOURNMENT

There being no further business, Mayor Feldman adjourned the regular City Council at 6:39 p.m.

_____
Jennifer Wida, City Clerk

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CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator

FROM: Todd Schwieger, Police Chief

SUBJECT: Police Department UAV Program Policy

DATE: May 15, 2023

OVERVIEW:

The police department is in the final stages of fully implementing its UAV program. One of the final steps include City Council final approval of the departments UAV policy. The policy has received the required public comment opportunity and legal review.

ACTION TO BE CONSIDERED:

St. Francis City Council to review and approve St. Francis Police Department Policy 606, Unmanned Aerial System Operations.

BUDGET IMPLICATION:

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

Unmanned Aerial System (UAS) Operations

606.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the use of an unmanned aerial vehicle (UAV) and for the storage, retrieval, and dissemination of images and data captured by the UAS (Minn. Stat. § 626.19).

606.1.1 DEFINITIONS

Definitions related to this policy include:

Unmanned Aerial Vehicle (UAV) - An unmanned aircraft of any type that is capable of sustaining directed flight, whether preprogrammed or remotely controlled without the possibility of direct human intervention from within or on the aircraft and all of the supporting or attached systems designed for gathering information through imaging, recording, or any other means (Minn. Stat. § 626.19).

606.2 POLICY

Unmanned aerial vehicles may be utilized to enhance the Department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAV will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.

606.3 PRIVACY

The use of the UAV potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAV operations.

606.4 PROGRAM COORDINATOR

The Chief of Police will appoint a program coordinator who will be responsible for the management of the UAS program. The program coordinator will ensure that policies and procedures conform to current laws, regulations, and best practices and will have the following additional responsibilities:

- Coordinating the FAA Certificate of Waiver or Authorization (COA) application process and ensuring that the COA is current, and/or coordinating compliance with FAA Part 107 Remote Pilot Certificate, as appropriate for department operations.
- Ensuring that all authorized operators and required observers have completed all required FAA and department-approved training in the operation, applicable laws, policies, and procedures regarding use of the UAV.

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- Developing uniform protocols for submission and evaluation of requests to deploy a UAV, including urgent requests made during ongoing or emerging incidents.
- Developing operational protocols governing the deployment and operation of a UAV including but not limited to safety oversight, use of visual observers, and establishment of lost link procedures.
- Developing a protocol for fully documenting all missions.
- Developing a UAV inspection, maintenance, and record-keeping protocol to ensure continuing airworthiness of a UAV, up to and including its overhaul or life limits.
- Developing protocols to ensure that all data intended to be used as evidence are accessed, maintained, stored, and retrieved in a manner that ensures its integrity as evidence, including strict adherence to chain of custody requirements.
- Developing protocols that ensure retention and purge periods are maintained in accordance with established records retention schedules.
- Facilitating law enforcement access to images and data captured by the UAV.
- Recommending program enhancements, particularly regarding safety and information security.
- Ensuring that established protocols are followed by monitoring and providing periodic reports on the program to the Chief of Police.
- Maintaining familiarity with FAA regulatory standards, state laws and regulations, and local ordinances regarding the operations of a UAV.
- Developing protocols for reviewing and approving requests for use of the Department UAV by government entities (Minn. Stat. § 626.19).
- Preparing and submitting the required annual report to the Commissioner of Public Safety (Minn. Stat. § 626.19).
- Posting the Department policies and procedures regarding the use of UAV on the department website, as applicable (Minn. Stat. § 626.19).
- Reviewing the program and UAV use for compliance with Minn. Stat. § 626.19.

606.5 USE OF UAV

Only authorized operators who have completed the required training shall be permitted to operate the UAV.

UAV operations should only be conducted consistent with FAA regulations.

Members shall not use a UAV without a search warrant, except (Minn. Stat. § 626.19):

(a) During or in the aftermath of an emergency situation or disaster that involves the risk of death or bodily harm to a person.

(b) Over a public event where there is a heightened risk to the safety of participants or bystanders.

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(c) To counter the risk of a terrorist attack by a specific individual or organization if the agency determines that credible intelligence indicates a risk.

(d) To prevent the loss of life or property in natural or man-made disasters and to facilitate operation planning, rescue, and recovery operations.

(e) To conduct a threat assessment in anticipation of a specific event.

(f) To collect information from a public area if there is reasonable suspicion of criminal activity.

(g) To collect information for crash reconstruction purposes after a serious or deadly collision occurring on a public road.

(h) Over a public area for officer training or public relations purposes.

(i) For purposes unrelated to law enforcement at the request of a government entity, provided the request is in writing and specifies the reason for the request and a proposed period of use.

606.5.1 DOCUMENTATION REQUIRED
Each use of a UAV should be properly documented by providing the following (Minn. Stat. § 626.19):

(a) A unique case number

(b) A factual basis for the use of a UAV

(c) The applicable exception, unless a warrant was obtained

606.6 PROHIBITED USE

The UAV video surveillance equipment shall not be used:

- To conduct random surveillance activities.
- To target a person based solely on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
- To harass, intimidate, or discriminate against any individual or group.
- To conduct personal business of any type.

The UAV shall not be weaponized (Minn. Stat. § 626.19).

606.6.1 ADDITIONAL PROHIBITIONS
Unless authorized by a warrant, a UAV shall not be deployed with facial recognition or biometric-matching technology (Minn. Stat. § 626.19).

Unless authorized by a warrant or for purposes of a permitted use outlined in this policy, a UAV shall not be used to collect data on public protests or demonstrations (Minn. Stat. § 626.19).

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606.7 RETENTION OF UAS DATA

The Records supervisor shall ensure that data collected by the UAV is disclosed or deleted as required by Minn. Stat. § 626.19, including the deletion of collected data as soon as possible, and in no event later than seven days after collection, unless the data is part of an active criminal investigation (Minn. Stat. § 626.19).

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City of St. Francis

CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator

FROM: Todd Schwieger, Police Chief

SUBJECT: Bike Rodeo Donation

DATE: May 15, 2023

OVERVIEW:

The police department continues to focus on maintaining and enhancing its relationship with the public through community outreach. The department hosts a number of events throughout the year including the Bike Rodeo. The department has a small budget line to fund its community outreach events but donations are occasionally received to supplement the department budget for the events. Recently, bicycle donations were received from two area businesses including Open Box Buys in St. Francis and Ramsey Bicycle. A total of five bicycles were donated which will be raffled off as prizes during the Bike Rodeo event.

ACTION TO BE CONSIDERED:

To accept the donation of a total of five bicycles from St. Francis Open Box Buys and Ramsey Bicycle.

BUDGET IMPLICATION:

The donation will supplement the police department budget in supporting the St. Francis Police Department Bike Rodeo.

City of St. Francis

CITY COUNCIL AGENDA REPORT

TO: St. Francis City Council

FROM: Beth Richmond, Planner

SUBJECT: Rivers Edge PUD Final Plat Extension

DATE: May 15, 2023

APPLICANT: Dale Willenbring, Rivers Edge Land Development, LLC

LOCATION: Rivers Edge Subdivision

OVERVIEW:

Staff has received a request from Dale Willenbring of Rivers Edge Land Development, LLC to extend the deadline to submit a subsequent final plat for land within the boundaries of the original preliminary plat for the Rivers Edge Planned Unit Development (PUD) for one year.

The original preliminary plat for the Rivers Edge development was approved by the City Council on April 2, 2018. Since that time, the development has been constructed in phases. The 6th Addition was the most recent Addition approved within the area governed by the original preliminary plat. The final plat for the 6th Addition was approved on June 6, 2022.

The City Council approved the 7th Addition of Rivers Edge on October 3, 2022. This Addition is located on the west side of the development and is governed by a different underlying preliminary plat. See the development map in the attachments which shows the land that is governed under each of the preliminary plats.

According to City Code Section 11-36-01B, for phased projects, final plat applications for subsequent phases must be submitted within one year of approval of the final plat for the previous phase. The 6th Addition was approved on June 6, 2022. Therefore, the next final plat for the area within the boundaries of the original preliminary plat is required to be submitted no later than June 6, 2023. The applicant has notified Staff that he will be focusing on the construction of the 6th Addition and entitlement process for the 7th Addition this year. He has requested a 1-year extension until the project is prepared to move forward for the submission of the next final plat.

ACTION TO BE CONSIDERED:

Staff recommends approval of the extension request and has prepared a draft extension resolution for the Council's consideration.

Suggested Motions:

1. Move to adopt Resolution 2023-16 to extend the final plat submission deadline for land located within the boundaries of the original preliminary plat for the Rivers Edge PUD to June 6, 2024.

ATTACHMENTS:

- Draft Resolution 2023-16
- Applicant Request
- Development Status Map

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

RESOLUTION NO. 2023-16

A RESOLUTION EXTENDING THE FINAL PLAT SUBMITTAL DEADLINE FOR LAND WITHIN THE BOUNDARIES OF THE ORIGINAL RIVERS EDGE PUD PRELIMINARY PLAT

WHEREAS, on April 2, 2018, the City of St. Francis passed Resolution No. 2018-14, approving the original preliminary plat for the Rivers Edge PUD; and

WHEREAS, the Rivers Edge PUD is a phased development; and

WHEREAS, City Code Section 11-36-01B requires subsequent final plat applications for phased developments to be submitted within one year of approval of the final plat for the previous phase or the governing preliminary plat is voided; and

WHEREAS, the preceding final plat for land located within the boundary of the original preliminary plat was approved by the City Council as the 6th Addition of the Rivers Edge PUD on June 6, 2022; and

WHEREAS, the developer made a written request for an extension of the final plat submittal deadline on May 3, 2023; and

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

1. The extension granted by this Resolution shall expire on June 6, 2024, unless the applicant submits a final plat for the next phase development within the deadline or submits another extension request in writing. In the event that a final plat has not been submitted by June 6, 2024 and no extension has been requested, all approvals granted herein shall be voided and it will be necessary for the Developer to file a new preliminary plat application.

PASSED AND ADOPTED by the City Council of the City of St. Francis, Minnesota this 15th day of May, 2023.

_____
Steven D. Feldman, Mayor

_____ _____
Attest: Jennifer Wida, City Clerk Dated

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

Beth Richmond

From: Abby Broecker <abby@Tamarackland.com>
Sent: Wednesday, May 3, 2023 8:17 AM
To: Beth Richmond; Colette Baumgardner
Cc: Dale Willenbring
Subject: RE: Rivers Edge extension

Good morning,

On behalf of St. Francis Land Development, LLC and Rivers Edge Land Development, LLC, we would like to request an extension for the original preliminary plat of the Rivers Edge development. As you already know, we would like to wait until the 7th addition is underway to commence with further plans.

Please let me know what other information would be helpful for review in order for Council to approve at the May 15th meeting.

Thank you kindly,

Abby Broecker
Senior Contract Manager
TAMARACK LAND DEVELOPMENT
abby@tamarackland.com
320.444.6822
www.tamarackland.com

From: Dale Willenbring <Dale@Tamarackland.com>
Sent: Tuesday, May 2, 2023 6:47 PM
To: Abby Broecker <abby@Tamarackland.com>
Subject: Fwd: Rivers Edge extension

From: Beth Richmond <beth@hkgi.com>
Sent: Tuesday, May 2, 2023 7:42:17 AM
To: Dale Willenbring <Dale@Tamarackland.com>
Cc: Colette Baumgardner <CBaumgardner@stfrancismn.org>
Subject: Rivers Edge extension

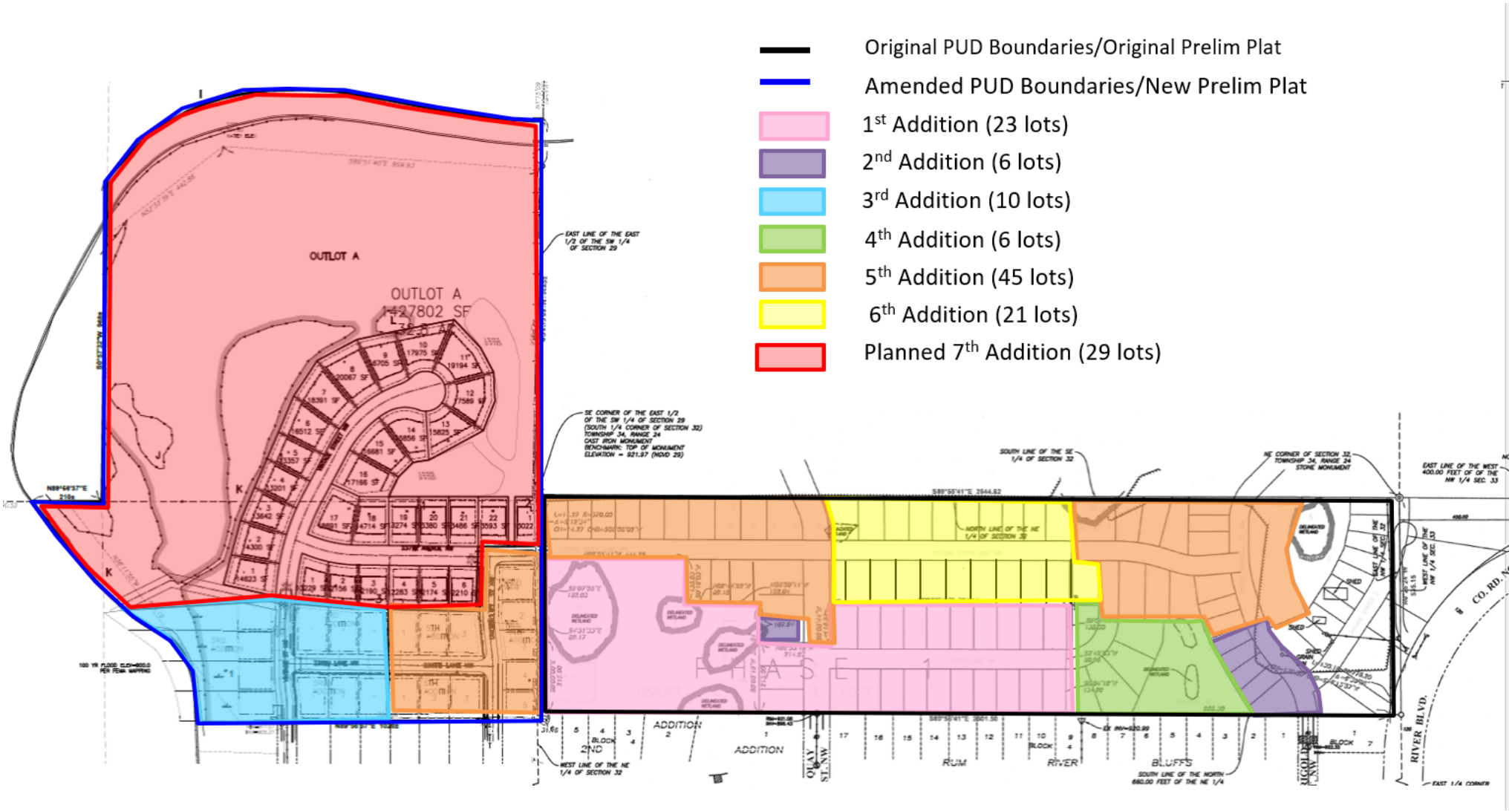
Hi Dale,

I am writing to recommend that you submit an extension request in writing (email is fine) for the original preliminary plat of the Rivers Edge development.

The original preliminary plat for Rivers Edge governs the east side of the development, outside of the Rum River Overlay District. The last final plat that was approved for the area within this preliminary plat was Rivers Edge 6th, which was approved on June 6, 2022. Subsequent phases must be approved within one year of each other, or no later than June 6, 2023. It is my understanding that you are not planning to move forward with another final plat in this area until the 7th Addition is underway. Therefore, please request an extension for the original preliminary plat. This extension request will need to be reviewed and approved by the City Council. The next Council meeting is scheduled for May 15, 2023. If you would like this extension to be on the agenda, please submit a request no later than Friday, May 5.

Feel free to reach out with any questions.

Beth Richmond, AICP | Planner | HKGi | 612-252-7145 | beth@hkgi.com


Original PUD Boundaries/Original Prelim Plat
Amended PUD Boundaries/New Prelim Plat
1st Addition (23 lots)
2nd Addition (6 lots)
3rd Addition (10 lots)
4th Addition (6 lots)
5th Addition (45 lots)
6th Addition (21 lots)
Planned 7th Addition (29 lots)
OUTLOT A
OUTLOT A
1427802 SF
PHASE 1
ADDITION
ADDITION
RIVER BLVD.
CO. RD. N

City of St. Francis

CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator

FROM: Colette Baumgardner, Community Development Director

SUBJECT: Development Agreement Rivers Edge 6th Addition

DATE: May 15, 2023

OVERVIEW:

The original preliminary plat for the Rivers Edge development was approved by the City Council on April 2, 2018. Since that time, the development has been constructed in phases. The final plat for the 6th Addition was approved on June 6, 2022 through Resolution 2022-31.

As condition of approval, the applicant needs to execute a Development Agreement with terms acceptable to the City Attorney. The applicant is now ready to move forward with construction of the development, and all other conditions of applicable approval have been met.

ACTION TO BE CONSIDERED:

Move to approve the Development Agreement for the Rivers Edge 6th Addition subject to City Attorney approval as to form

ATTACHMENTS:

- Development Agreement, Rivers Edge 6th Addition

DEVELOPMENT AGREEMENT
RIVERS EDGE 6th ADDITION

This Development Agreement (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between the City of St. Francis, a Minnesota municipal corporation ("City") and St. Francis Land Development, LLC, a Minnesota Limited Liability Company ("Developer").

WITNESSETH:

WHEREAS, the City approved the final plat and final plan PUD of RIVERS EDGE 6TH ADDITION on June 6, 2022, said plat legally described in **Exhibit A** attached hereto and made a part hereof ("Property") contingent upon the conditions recited therein and on the execution of this Development Agreement by the Developer and City; and

WHEREAS, the City approved twenty-one (21) lots in this sixth addition, (45 lots in the fifth addition, 5 lots in the fourth addition, 10 lots in the third addition, 6 lots in second addition, 23 lots were approved in the first addition) of an expected one hundred sixty-two (162) Single Family Residential lots; and

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

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

WHEREAS, the City requires that the water, and sewer and drainage facilities constructed upon the Property meet the City's quality standards; and

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

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

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

WHEREAS, the City requires certain security hereunder to guaranty the proper construction of said streets and road, trails, water and sewer, and drainage facilities and the payment of all costs for labor and materials incurred in connection therewith; and

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

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

NOW, THEREFORE, in consideration of the mutual promises of the parties made herein, it is agreed by and between the parties hereto, that the Developer will provide all labor and materials and construct streets, roads, sidewalk, trails, water and sewer and drainage facilities to adequately serve the plat of RIVERS EDGE 6th ADDITION and take all other actions in accordance with this Development Agreement at its own expense except as hereinafter provided.

IT IS ALSO AGREED:

1. **Request for Plat Approval**. The Developer is the fee owner of the land in the City of St. Francis legally described on Exhibit A and has asked the City to approve the plat of RIVERS EDGE 6th ADDITION and the plans and specifications for the installation of public and private improvements within the plat of RIVERS EDGE 6th ADDITION (hereinafter referred to as the "plat"). The land within the plat is legally described in Exhibit A.

2. **Conditions of Plat Approval**. The City hereby approves the plat and the installation of public improvements on the condition that the Developer complies with all conditions outlined in the June 6, 2022, final plat approval (including references to requirements of the preliminary plat) city ordinances and compliance with this Agreement. The City hereby further conditions this approval upon the requirement that the Developer submit and receive approval from the City Engineer for the final utility plans, final grading and storm water. The City further conditions its approval on the Developer entering into this Agreement and furnishing the security required by it. The Developer is also required to secure sewer extension permits, an NPDES Phase II permit, provide evidence of full fee title in the property and pay all outstanding tax and special assessment obligations if any, as a condition of plat approval telephone, electric and gas utility lines are to be placed underground in accordance withal applicable City ordinances; driveways should be located so as to preserve as many trees as possible; addresses for each individual home shall be posted at each driveway entrance; street signs shall be required at all

intersections at Developer's expense; the Developer shall comply with the Agreement and Waiver Regarding Pre-Approval Grading of Plat known as Rivers Edge; all as a condition of plat approval.

3. **Right to Proceed**. Within the Property, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this Contract has been fully executed by both parties and filed with the City Clerk; 2) the Developer has submitted a title insurance policy to the City establishing that good and marketable title to the Property is in the name of the Developer; 3) the necessary security has been received by the City; 4) final engineering and construction plans and Storm Water Pollution Prevention Plan have been delivered by Developer to city engineer and the engineer has approved; 5) Developer has obtained all necessary permits from all federal, state and local governmental entities; 6) Developer has submitted to City the Insurance Binder required herein; and 7) the City's administrator has issued a letter that conditions 1 through 6 herein have been satisfied and that the Developer may proceed.

4. **Phased Development.** The Developer will submit a phasing plan, if any, to the City for review and a determination by the City as to whether the phasing plan will be approved. In the event that the phased development plan is not acceptable to the City, the Developer shall comply with City instructions and resubmit the phasing plan for City review and a determination by the City as to whether the phasing plan will be approved. The City may refuse to approve final plats of subsequent Phases if the Developer has breached this Agreement and the breach has not been remedied.

5. **Development Plans**. The Developer intends to develop the Rivers Edge Planned Unit Development in two or more phases. The City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach has not been remedied. The plat shall be developed according to plans submitted to and approved by the City. The plans shall not be attached to this Agreement. With the exception of Plan A, the plans may be revised, subject to reasonable City approval, after entering the Agreement, but before commencement of any work in the plat. The erosion control plan must also be approved by the City Engineer. If the plans vary from the written terms of this Agreement, the written terms shall control.

The plans are:

Plan A:	Plat/Staging Plan
Plan B:	Grading Plan House Pad Locations and Elevations
Plan C:	Gravity sanitary sewer service, water service and drainage facilities Plan
Plan D:	Soil Erosion Control Plan and Schedule

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

A. Site Grading and Ponding and all temporary and permanent erosion control measures
B. Bituminous Streets
C. Street Signs
D. Street Lights
E. Setting of Lot and Block Monuments
F. Surveying and Staking
G. Storm Sewer System, including all necessary culverts, catch basins, ponds, inlets and other appurtenances
H. Water System*
I. Sanitary Sewer System*
J. Concrete Curb and Gutter
K. Concrete Sidewalk
L. Underground Utilities
M. Landscaping
N. Connection to municipal water and sewer facilities, sewage disposal constructed in accordance with the laws of the State of Minnesota, the regulations of the State Health Department and the City code provisions and the requirements of the City and the Minnesota Pollution Control Agency
O. Bituminous Trails

The improvements shall be installed in accordance with City standards, ordinances, and plans and specifications which have been prepared by an Engineer registered in the State of Minnesota and reviewed and approved by the City Engineer. The Developer shall obtain all necessary permits from the Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health, Anoka County Highway Department and other agencies before proceeding with construction. The City, at the Developer's expense as set out in Section 22, shall have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer's Engineer shall schedule a preconstruction meeting at a mutually agreeable time at the City offices with all parties concerned, including the City staff, to review the program for the construction work. A complete set of reproducible "As Built" utility and grading plans shall be prepared for the City Engineer. The Developer shall provide electronic AutoCAD files to the City Engineer for preparation of the "As Built" plans. A complete set of "As Built" grading plans shall be prepared by the Developer's Engineer. The cost of preparing these plans shall be paid for by the Developer.

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

The Developer also agrees to design all streets and roadways to meet thirty (30) miles per hour design standards and acknowledges and agrees that a minimum of a three hundred (300) foot radius or approved super elevated curve is required to meet this standard. The Developer will submit thickness design calculations to verify that the proposed pavement thickness is acceptable to the City. The Developer shall obtain all necessary approvals from Anoka County for construction traffic off of County Road 72.

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

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

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

CONSTRUCTION COSTS:	
Sanitary Sewer	$ 115,200.00
Water Main	$ 101,800.00
Storm Sewer	$ 21,400.00
Streets	$ 170,000.00
Erosion Control	$ 7,300.00
CONSTRUCTION TOTAL	**$ 415,700.00**
100% of Construction Total	**$ 415,700.00**

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the reasonable approval of the City Administrator. The Letter of Credit shall allow the City to draw upon the instrument, in whole or in part, in order to complete construction of any or all of the improvements or to satisfy the claims of Contractors or suppliers which have not been satisfied by Developer and to pay any fees or costs due to the City by the Developer. The City may draw down the security, upon ten (10) business days' prior written notice to the Developer for any violation of the terms of this Agreement. Amounts drawn shall not exceed the amounts necessary to cure to the default. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it

down. If the security is drawn down, the proceeds shall be used to cure the default. The Developer may apply to the City Council of the City for a reduction of the security once per month commencing 30 days after the permit for the Sanitary Sewer is issued. The City Council shall respond to this request within 30 days of receipt of the Application for Reduction of Security. Upon receipt of proof satisfactory to the City that work has been completed to the quality as required by the City, and that the Developer has taken all steps necessary to ensure that no liens will attach to the plat, and financial obligations to the City have been satisfied, with City approval the security may be reduced from time to time up to seventy-five percent (75%) of the financial obligations that have been satisfied, as determined by the City in its sole discretion. It is expressly understood that the 100% Initial Letter of Credit may only be requested to be drawn on by the Developer to be reduced if there is 125% left in total security for the cost of the remaining public improvements. Twenty-five percent (25%) of the amounts certified by the Developer's engineer shall be retained as security until all improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, a warranty security is provided, and the public improvements are accepted by the City Council. Reductions in the security will be based on the actual work completed based on the bids submitted to the City.

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

The Developer shall pay a pro-rata portion of the remaining connection charges concurrent with the execution of this Agreement. The total portion of the water and sewer connection charges paid under this Agreement shall be $37,128.00.

Summary of Connection Charges

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

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

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

Section 22 Escrow (Engineering, City Administration, Legal Expenses)	$25,000.00
plus charges already on record and incurred by the City	
Park Dedication ($948 x 21)	$19,908.00
Connection Charge	$37,128.00
TOTAL CASH REQUIREMENTS	**$82,036.00**

Plus charges already on record and incurred by the City

The City will utilize the Section 22 Escrow to pay all bills associated with this project. If said fees are less than estimated, the City shall reimburse the Developer within thirty (30) days of completion of all project warranty periods. If it appears that the actual costs incurred will exceed the estimate, Developer and City shall review the costs required to complete the project and Developer shall deposit additional sums with the City.

10. Responsibility for Costs.

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

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

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

D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments, as outlined in Sections 7, 8, 9, 17, 18, 19 and 22 herein, referred to in this Agreement. This is an obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

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

F. In addition to the charges herein and special assessments referred to the herein, other charges as required by City ordinance may be imposed such as but not limited to sewer access charges ("**SAC**"), City water access charges ("**WAC**"), and building permit fees.

11. **Erosion Control**. Before the site is graded and before any utility construction is commenced or building permits are issued, the erosion control plan shall be implemented by the Developer and inspected and approved by the City. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in the area. Except as otherwise provided in the erosion control plan, seed shall be certified oat seed to provide temporary ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not timely comply with the erosion control plan and schedule or supplementary instructions received by the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not effect the Developer's obligations or City's right hereunder. If the Developer does not reimburse the City for any cost the City incurred for such within thirty (30) days, the City may draw down the letter of credit (referred to in Section 7) to pay any costs. No development will be allowed and no building permits or occupancy certificates will be issued unless the plat is in full compliance with the erosion control requirements.

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

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

13. **Time of Performance**. The Developer shall install all required public improvements except the final wear course in accordance with the approved Plans for the Sixth Addition by October 15th, 2023. The final wear course on streets shall be installed between August 15 and September 15, the first summer after the base layer of asphalt has been in place for one freeze thaw cycle. The Developer may, however, request in writing an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement must have the written approval of the City Engineer and shall be completed by September 15th, 2024, unless an extension is granted. The final wear course may be delayed or scheduled at any time of the year based upon existing site conditions at the discretion of the City Engineer. Requests that are not in writing will have no effect on Developer's time of performance.

Work on the Improvements to the Property shall be performed between the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturday.

14. **Title of Plat**. The Developer hereby warrants that it is the full fee owner of the development as of the time of the filing of the final plat for the development, and that any encumbrances will be junior to this Agreement. The Developer agrees to obtain a consent to plat and dedication of streets to City from all mortgagees on the property before the plat will be executed by the City.

15. **Ownership of Improvements**. The acceptance by the City of the work and construction required by this Agreement and the improvements lying within public easements shall operate to transfer such property to the City without further notice or action this transfer shall be effective at the time of acceptance even if such improvements were accepted before the entry into this Agreement.

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

17. **Park and Trail Dedication and Improvements**. The Developer agrees to comply with all recommendations by the City Parks Commission related to this development. The Developer shall be providing both land and cash to satisfy its park dedication requirement for the first phase (Rivers Edge). Developer shall dedicate 0% of the required 10% park dedication requirement by providing land for a park; the Developer agrees to dedicate 0 acres of land in the sixth addition and pay $948/unit for each lot in the sixth addition. Specifically, for this sixth addition, in addition to the dedication of 0 acres as park, Developer shall pay $948 x 21 lots or $19,908. Developer shall also be required to satisfy its park dedication requirement for all subsequent phases of this development at the time it plats that property. The Developer shall pay all park dedication fees in advance of filing of the plat. The Developer will also install a five (5) foot sidewalk on at least one side of every street in RIVERS EDGE 6th ADDITION as approved by the City Engineer. The sidewalk does not satisfy any portion of the park dedication requirement.

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

provide landscaping and ground cover consistent with Section 10-73-04 of the City's Zoning Ordinance, all in accordance with the Landscape Plan submitted by Developer and approved by City.

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

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

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

19. **Warranty**. The Developer warrants all work required to be performed by it against poor material and faulty workmanship. The warranty period for streets is one year. The warranty period for underground utilities is two years. The one-year warranty period on streets shall commence after the final wear course has been installed, the Final Project Punchlist has been completed, and the Development has been accepted by the City Council as documented in official City minutes. The two-year warranty period for underground utilities shall commence after all required testing has been completed and the bituminous base course pavement has been installed. Additionally, all trees grass and sod, shall be warranted to be alive, of good quality and disease free for twelve (12) months after planting. Any replacements shall be warranted for twelve (12) months from the time of planting. The Developer shall deliver a letter of credit (the "Warranty Letter of Credit") or other security acceptable to the City in the amount of twenty-five (25%) of final certified construction costs to secure the warranties once the wear course has been installed. The City shall retain twenty-five percent (25%) of the security previously delivered by the Developer (the letter of credit provided pursuant to Section 7 above) until the Warranty Letter of Credit is furnished to the City or until the warranty period expires, whichever first occurs. The

retainage may be used to pay for warranty work. The security shall not be released until the expiration of the warranty period, and if any claims shall be made within the warranty period, the security shall not be released until such claims have been resolved.

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

21. **Developers Default**. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default, not less than 48 hours in advance, unless this agreement provides for greater notice. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part upon the Property to recover the costs. For this purpose, the Developer expressly waives any procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the property as provided herewith.

22. **City Engineering Administration and Construction Observation**. Developer will undertake and finish the required staking. The Developer shall pay a fee for engineering, administration and legal costs incurred by the City. City engineering and administration will include monitoring of construction, plat review, plan review, consultation with Developer and his engineer on status or problems regarding the project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing requests for reduction in security. Fees for this service shall be at standard hourly rates. Developer will provide a $25,000.00 escrow plus payment of charges already on record incurred by the City, which is separate and in addition to any other escrow funds for this developer/development. The Developer shall pay for construction observation by the City's consulting engineer. Construction observation shall include part or full time inspection of proposed public utilities and street construction and will be billed on standard hourly rates. Upon final inspection, if the inspector is satisfied that the work has been completed and the Developer has fulfilled all of its obligations under the plans and specifications, the inspector will review the seeding and drainage facilities, and report to the City regarding the acceptance of such improvements. (Some seeding may be required under Section 11 for erosion control prior to final inspection.) Legal fees shall include drafting of this Development Agreement and other associated documents for this Development title review and advice and counseling with the City Engineer, City Administrator and City staff. In the event that work is performed on the Property by a consultant of the City, the City shall provide to Developer itemized billing statements showing the time spent, name of company performing the work, and a general description of the work performed.

23. **Miscellaneous**.

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

B. 3rd parties shall have no recourse against the City under this Agreement.

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

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

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

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

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

G. The Developer represents to the City to the best of its knowledge that the plat is not of "metropolitan significance" and that an environmental impact statement is not required. If the City or another governmental entity or agency determines that such a review is needed, however, the Developer shall prepare it in compliance with legal requirements so issued

from the agency. The Developer shall reimburse the City for all expenses, including staff time and attorney's fees, the City incurs in assisting in preparation of the review.

H. This Agreement shall run with the land and shall be recorded against the title to the property. The Developer covenants with the City, its successors and assigns, that Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interest in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

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

J. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be waiver of the right to exercise at any time thereafter any other right, power or remedy.

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

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

N. The Developer shall supply a copy of this Development Agreement to all Home Builders and persons who purchase lots from the Developer. The Developer will point out to purchasers their obligations regarding Erosion Control, Clean Up, and Landscaping described in Sections 11, 12, and 18 above. The terms and provisions of this Development Agreement, with the exception of Erosion Control, Clean Up and Landscaping described in Sections 11, 12, and 18

above shall not be binding upon the owners of an individual unit and shall not be deemed to run with the title of the individual unit of the development. This provision does not release any future developer or the developer's successors or assigns from the terms and provisions of this Development Agreement.

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

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

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

St. Francis Land Development, LLC
_____
_____

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

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

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

26. **Indemnification**. The Developer hereby agrees to indemnify and hold the City and its officials, employees, Contractors and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from any defect in the Subdivision. The Developer hereby agrees to indemnify and hold the City and its officials, employees, Contractors and agents harmless for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees, except matters involving intentional acts of

misconduct or acts of gross negligence by the City. This indemnification shall survive the execution of any Certificate of Completion.

SIGNATURES APPEAR ON NEXT PAGE

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

CITY:

CITY OF ST. FRANCIS

By: _____
Steven D. Feldman
Its: Mayor

By: _____
Jennifer Wida
Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Steven D. Feldman and Jenna Wida, the Mayor and City Clerk, respectively, of the City of St. Francis, a municipal corporation under the laws of Minnesota, on behalf of the corporation and pursuant to the authority of the City Council.

_____
Notary Public

1907233v7

DEVELOPER:

ST. FRANCIS LAND DEVELOPMENT, LLC

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument has been acknowledged before me this _____ day of _____, 2023, by Dale Willenbring, the President of St. Francis Land Development LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

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

2004976_1

EXHIBIT A
LEGAL DESCRIPTION

Outlot B, Rivers Edge 5th Addition, Anoka County, Minnesota

EXHIBIT B

DEVELOPMENT PLANS WITHIN PLAT OF RIVERS EDGE 6th ADDITION

To be added.

City of St. Francis

CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator

FROM: Colette Baumgardner, Community Development Director

SUBJECT: Rental License Approvals

DATE: May 15, 2023

OVERVIEW:

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

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

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

The Council approved the three rounds of rental licenses at the Feb 6, March 6, and April 13 meeting. Since, attached property units with addresses ending in the odd numbers have been inspected and are ready for Council approval. The properties to being considered have been shown to meet all of the requirements in City Code Chapter 4, Section 6.

ACTION TO BE CONSIDERED:

Approval of Rental Licenses for properties:

RENTAL ADDRESS	OWNER/MANAGEMENT AGENT
2807 235th AVE NW	ENGQUIST, TYLER
3831 232nd Ave NW #103	EAST CENTRAL PROPERTIES
23163 DAKOTAH ST NW	BENSON,CHUCK
2751 230th LN NW	SARA NAUMANN

City of St. Francis

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: May 15, 2023

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are $133,189.30 plus any additional bills that are handed out at the council meeting.

Other Payments to be approved:

Debt service payments –N/A

Direct Transfers from Previous Month-$235,758.46

Credit Card Payment-$9,274.68

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:

- 05-15-2023 Packet List-$133,255.04
- 05-15-2023 ACH Payments-$235,758.46
- 05-15-2023 Credit Card-$9,274.68

CITY OF ST FRANCIS

Payments

Current Period: May 2023

Payments Batch AP 05-15-2023 $133,189.30

Refer	18302 *AIRGAS NORTH CENTRAL*					
Cash Payment	E 101-43100-217 Other Operating Supplie	RENTAL				$14.66
Invoice 9996563750	4/30/2023					
Cash Payment	E 101-43210-217 Other Operating Supplie	RENTAL				$14.66
Invoice 9996563750	4/30/2023					
Cash Payment	E 101-45200-217 Other Operating Supplie	RENTAL				$14.66
Invoice 9996563750	4/30/2023					
Cash Payment	E 601-49440-217 Other Operating Supplie	RENTAL				$14.66
Invoice 9996563750	4/30/2023					
Cash Payment	E 602-49490-217 Other Operating Supplie	RENTAL				$14.66
Invoice 9996563750	4/30/2023					
Transaction Date	5/9/2023	CASH	10100	**Total**		$73.30
Refer	18301 *ALLINA HEALTH*					
Cash Payment	E 101-42210-305 Medical Fees	YOUNG				$348.15
Invoice						
Transaction Date	5/9/2023	CASH	10100	**Total**		$348.15
Refer	18300 *ANOKA AREA CHAMBER OF COM*					
Cash Payment	E 101-41400-433 Dues and Subscriptions	MEMBERSHIP				$250.00
Invoice 31096	5/1/2023					
Transaction Date	5/9/2023	CASH	10100	**Total**		$250.00
Refer	18313 *ARK TOWING AND RECOVERY*					
Cash Payment	E 208-42110-436 Towing Charges	2009 KAWASKI				$124.00
Invoice 94847	5/10/2023					
Transaction Date	5/10/2023	CASH	10100	**Total**		$124.00
Refer	18253 *ASPEN MILLS*					
Cash Payment	E 101-42210-437 Uniforms	UNIFORMS - SFFD				$39.11
Invoice 312989	4/28/2023					
Transaction Date	5/3/2023	CASH	10100	**Total**		$39.11
Refer	18314 *ASPEN MILLS*					
Cash Payment	E 101-42110-437 Uniforms	UNIFORMS-STRUCKMAN				$1,348.95
Invoice 313158	5/3/2023					
Transaction Date	5/10/2023	CASH	10100	**Total**		$1,348.95
Refer	18298 *BELLBOY CORPORATION*					
Cash Payment	E 609-49751-206 Freight	FREIGHT				$2.82
Invoice 0106751800	5/2/2023					
Cash Payment	E 609-49751-254 Miscellaneous Merchan	MISC				$56.75
Invoice 0106751800	5/2/2023					
Transaction Date	5/9/2023	CASH	10100	**Total**		$59.57
Refer	18299 *BELLBOY CORPORATION*					
Cash Payment	E 609-49751-206 Freight	FREIGHT				$13.50
Invoice 0099288200	5/2/2023					
Cash Payment	E 609-49751-251 Liquor	LIQUOR				$346.00
Invoice 0099288200	5/2/2023					
Cash Payment	E 609-49751-254 Miscellaneous Merchan	MISC				$167.00
Invoice 0099288200	5/2/2023					
Transaction Date	5/9/2023	CASH	10100	**Total**		$526.50
Refer	18297 *BERNICK COMPANIES, THE*					

CITY OF ST FRANCIS

Payments

Current Period: May 2023

Cash Payment	E 609-49751-252 Beer	BEER			$554.00
Invoice 10075457	5/4/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	$554.00
Refer	18296 *BREAKTHRU BEVERAGE*				
Cash Payment	E 609-49751-206 Freight	FREIGHT			$36.12
Invoice 348990565	5/4/2023				
Cash Payment	E 609-49751-251 Liquor	LIQUOR			$2,429.60
Invoice 348990565	5/4/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	$2,465.72
Refer	18295 *CAPITOL BEVERAGE SALES, L.P*				
Cash Payment	E 609-49751-252 Beer	BEER			$530.00
Invoice 2828909	5/1/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	$530.00
Refer	18270 *CEDAR CREEK BAKING COMPANY*				
Cash Payment	E 101-42110-308 Community Education	COMMUNITY EDUCATION			$35.00
Invoice .05022023	5/2/2023				
Transaction Date	5/4/2023	CASH	10100	**Total**	$35.00
Refer	18252 *COMPASS MINERALS AMERICA, I*				
Cash Payment	G 101-14100 Inventory of Material/Supply	BULK SALT			$6,327.78
Invoice 1166189	4/11/2023				
Transaction Date	5/3/2023	CASH	10100	**Total**	$6,327.78
Refer	18267 *COUNTY MARKET - CITY ACCOUN*				
Cash Payment	E 101-42210-441 Miscellaneous	APRIL CHARGES - SFFD			$23.88
Invoice .04302023	5/1/2023				
Cash Payment	E 101-42210-217 Other Operating Supplie	APRIL CHARGES - SFFD			$25.05
Invoice .04302023	5/1/2023				
Transaction Date	5/4/2023	CASH	10100	**Total**	$48.93
Refer	18292 *DAHLHEIMER DIST. CO. INC.*				
Cash Payment	E 609-49751-252 Beer	BEER			$137.60
Invoice 971-00150	5/3/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	$137.60
Refer	18293 *DAHLHEIMER DIST. CO. INC.*				
Cash Payment	E 609-49751-252 Beer	BEER			$4,326.00
Invoice 1898612	5/4/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	$4,326.00
Refer	18294 *DAHLHEIMER DIST. CO. INC.*				
Cash Payment	E 609-49751-252 Beer	BEER			$12,800.34
Invoice 1897906	5/3/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	$12,800.34
Refer	18251 *DAVIDS HYDRO VAC, INC*				
Cash Payment	E 602-49490-400 System Jetting	SYSTEM JETTING			$3,475.00
Invoice 230032489	4/26/2023				
Transaction Date	5/3/2023	CASH	10100	**Total**	$3,475.00
Refer	18315 *ECM PUBLISHERS, INC.*				
Cash Payment	E 101-41400-351 Legal Notices Publishing	2011 CHEV SILVARDO			$37.62
Invoice					
Transaction Date	5/10/2023	CASH	10100	**Total**	$37.62

CITY OF ST FRANCIS

Payments

Current Period: May 2023

Refer	18316 *ECM PUBLISHERS, INC.*					
Cash Payment	E 101-41400-351 Legal Notices Publishing	MAY 17TH PH IUP				$59.12
Invoice 945821	5/5/2023					
Transaction Date	5/10/2023	CASH	10100	**Total**		$59.12
Refer	18317 *ECM PUBLISHERS, INC.*					
Cash Payment	E 101-41400-351 Legal Notices Publishing	MAY 17TH PH CHAP 10				$64.50
Invoice 945820	5/5/2023					
Transaction Date	5/10/2023	CASH	10100	**Total**		$64.50
Refer	18250 *ELITE SANITATION*					
Cash Payment	E 101-45200-402 Janitorial Service	PORTABLE RENTAL 4/2/2023-4/29/2023				$876.25
Invoice 29547	4/27/2023					
Transaction Date	5/3/2023	CASH	10100	**Total**		$876.25
Refer	18318 *EQUIPMENT MANAGEMENT COMP*					
Cash Payment	E 101-42210-218 Equipment Maintenance	MAINTENANCE				$550.00
Invoice 62183	5/2/2023					
Transaction Date	5/10/2023	CASH	10100	**Total**		$550.00
Refer	18291 *F.I.R.E.*					
Cash Payment	E 101-42210-208 Training	TRAINING				$1,150.00
Invoice 6225	5/5/2023					
Transaction Date	5/9/2023	CASH	10100	**Total**		$1,150.00
Refer	18321 *FERGUSON WATERWORKS, INC*					
Cash Payment	E 601-49440-311 Contract	NEPTUNE METERING				$14,700.00
Invoice 0509155	4/4/2023					
Transaction Date	5/10/2023	CASH	10100	**Total**		$14,700.00
Refer	18249 *GOPHER STATE ONE-CALL*					
Cash Payment	E 602-49490-442 Gopher State	IT TICKETS-APRIL 2023				$32.40
Invoice 3040763	4/30/2023					
Cash Payment	E 601-49440-442 Gopher State	IT TICKETS-APRIL 2023				$32.40
Invoice 3040763	4/30/2023					
Transaction Date	5/3/2023	CASH	10100	**Total**		$64.80
Refer	18290 *GRANITE CITY JOBBING CO.*					
Cash Payment	E 609-49751-206 Freight	FREIGHT				$10.00
Invoice 330970	5/2/2023					
Cash Payment	E 609-49751-256 Tobacco Products	TOBACCO				$4,627.65
Invoice 330970	5/2/2023					
Transaction Date	5/9/2023	CASH	10100	**Total**		$4,637.65
Refer	18319 *HARRIS, INC*					
Cash Payment	E 602-49490-401 Buildings Maintenance	WTP REPAIRS				$2,192.21
Invoice SR000025867	4/30/2023					
Cash Payment	E 602-49490-229 Project Maintenance	WTP REPAIRS				$2,192.20
Invoice SR000025867	4/30/2023					
Transaction Date	5/10/2023	CASH	10100	**Total**		$4,384.41
Refer	18266 *HENNING, SHANNON*					
Cash Payment	E 601-49440-444 Refund & Reimburseme	REFUND ACCT#2096				$105.87
Invoice .050423-1	5/4/2023					
Transaction Date	5/4/2023	CASH	10100	**Total**		$105.87
Refer	18269 *INNOVATIVE OFFICE SOLUTIONS,*					

CITY OF ST FRANCIS

Payments

Current Period: May 2023

Cash Payment	E 101-42110-200 Office Supplies	OFFICE SUPPLIES			$140.50
Invoice IN4186924	5/3/2023				
Transaction Date	5/4/2023	CASH	10100	**Total**	$140.50
Refer	18288 *JOHNSON BROS WHLSE LIQUOR*				
Cash Payment	E 609-49751-206 Freight	FREIGHT			$38.22
Invoice 2291412	5/4/2023				
Cash Payment	E 609-49751-251 Liquor	LIQUOR			$1,699.43
Invoice 2291412	5/4/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	$1,737.65
Refer	18289 *JOHNSON BROS WHLSE LIQUOR*				
Cash Payment	E 609-49751-206 Freight	FREIGHT			$61.88
Invoice 2291413	5/4/2023				
Cash Payment	E 609-49751-253 Wine	WINE			$1,884.00
Invoice 2291413	5/4/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	$1,945.88
Refer	18268 *LANGUAGE LINE SERVICES, INC*				
Cash Payment	E 101-42110-441 Miscellaneous	OVER THE PHONE INTERPRETATION			$8.10
Invoice 10992430	4/30/2023				
Transaction Date	5/4/2023	CASH	10100	**Total**	$8.10
Refer	18287 *LMC INSURANCE TRUST*				
Cash Payment	E 101-45230-360 Insurance	FIREWORKS			$250.00
Invoice					
Transaction Date	5/9/2023	CASH	10100	**Total**	$250.00
Refer	18286 *MARTIN-MCALLISTER*				
Cash Payment	E 101-42210-305 Medical Fees	YOUNG			$625.00
Invoice 15343	4/30/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	$625.00
Refer	18283 *MCDONALD DIST CO.*				
Cash Payment	E 609-49751-252 Beer	BEER			-$40.50
Invoice 686400	5/3/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	-$40.50
Refer	18284 *MCDONALD DIST CO.*				
Cash Payment	E 609-49751-252 Beer	BEER			$1,585.75
Invoice 686382	5/3/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	$1,585.75
Refer	18285 *MCDONALD DIST CO.*				
Cash Payment	E 609-49751-251 Liquor	LIQUOR			$111.40
Invoice 686381	5/3/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	$111.40
Refer	18282 *MEDIATION & RESTORATIVE SER*				
Cash Payment	E 101-41400-433 Dues and Subscriptions	Annual contribution			$1,530.40
Invoice					
Transaction Date	5/9/2023	CASH	10100	**Total**	$1,530.40
Refer	18265 *METRO INET*				
Cash Payment	E 101-41110-310 Computer Consulting Fe	COMPUTER CONSULTING			$539.92
Invoice 1252	5/1/2023				
Cash Payment	E 101-41400-310 Computer Consulting Fe	COMPUTER CONSULTING			$1,889.72
Invoice 1252	5/1/2023				

CITY OF ST FRANCIS

Payments

Current Period: May 2023

Cash Payment	E 101-41910-310 Computer Consulting Fe	COMPUTER CONSULTING			$269.96
Invoice 1252	5/1/2023				
Cash Payment	E 101-42110-310 Computer Consulting Fe	COMPUTER CONSULTING			$6,614.02
Invoice 1252	5/1/2023				
Cash Payment	E 101-42210-310 Computer Consulting Fe	COMPUTER CONSULTING			$1,214.82
Invoice 1252	5/1/2023				
Cash Payment	E 101-42400-310 Computer Consulting Fe	COMPUTER CONSULTING			$539.92
Invoice 1252	5/1/2023				
Cash Payment	E 101-43100-310 Computer Consulting Fe	COMPUTER CONSULTING			$539.92
Invoice 1252	5/1/2023				
Cash Payment	E 101-45200-310 Computer Consulting Fe	COMPUTER CONSULTING			$539.92
Invoice 1252	5/1/2023				
Cash Payment	E 601-49440-310 Computer Consulting Fe	COMPUTER CONSULTING			$539.92
Invoice 1252	5/1/2023				
Cash Payment	E 602-49490-310 Computer Consulting Fe	COMPUTER CONSULTING			$539.92
Invoice 1252	5/1/2023				
Cash Payment	E 609-49750-310 Computer Consulting Fe	COMPUTER CONSULTING			$269.96
Invoice 1252	5/1/2023				
Transaction Date	5/4/2023	CASH	10100	**Total**	$13,498.00
Refer	18281 *METRO INET*				
Cash Payment	E 402-41400-570 Other Office Equipment	FIREWALL			$2,600.00
Invoice 1261	5/28/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	$2,600.00
Refer	18279 *MIDCONTINENT COMMUNICATION*				
Cash Payment	E 601-49440-321 Telephone	PHONES			$153.39
Invoice 13334860113329	5/2/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	$153.39
Refer	18280 *MIDCONTINENT COMMUNICATION*				
Cash Payment	E 101-42110-321 Telephone	PHONES			$44.63
Invoice 13332710113329	5/2/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	$44.63
Refer	18278 *MOLSKNESS, LYLE*				
Cash Payment	G 101-20820 Surcharge Payable	REFUND PERMIT 2023-00198			$1.00
Invoice					
Cash Payment	R 101-32210 Building Permits	REFUND PERMIT 2023-00198			$120.00
Invoice					
Transaction Date	5/9/2023	CASH	10100	**Total**	$121.00
Refer	18260 *MORRELL & MORRELL LP*				
Cash Payment	E 405-43100-441 Miscellaneous	MATERIALS			$2,516.44
Invoice 70542	4/21/2023				
Transaction Date	5/3/2023	CASH	10100	**Total**	$2,516.44
Refer	18258 *NORTH METRO TREE SERVICE IN*				
Cash Payment	E 101-45200-311 Contract	DEGARDNER PARK TREE SERVICES			$2,500.00
Invoice 002/003-2023	4/26/2023				
Transaction Date	5/3/2023	CASH	10100	**Total**	$2,500.00
Refer	18259 *NORTH METRO TREE SERVICE IN*				
Cash Payment	E 101-43210-441 Miscellaneous	4058 ST FRANCIS BLVD TREE SERVICES			$1,950.00
Invoice 001-2023	4/24/2023				
Transaction Date	5/3/2023	CASH	10100	**Total**	$1,950.00

CITY OF ST FRANCIS

Payments

Current Period: May 2023

Refer	18272 *NYSTROM PUBLISHING COMPANY*					
Cash Payment	E 101-43210-439 Recycling Days	NEWSLETTER				$388.59
Invoice						
Cash Payment	E 609-49750-441 Miscellaneous	NEWSLETTER				$183.19
Invoice						
Cash Payment	E 602-49490-441 Miscellaneous	NEWSLETTER				$183.19
Invoice						
Cash Payment	E 601-49440-441 Miscellaneous	NEWSLETTER				$183.19
Invoice						
Cash Payment	E 101-45200-441 Miscellaneous	NEWSLETTER				$183.19
Invoice						
Cash Payment	E 101-43100-441 Miscellaneous	NEWSLETTER				$183.19
Invoice						
Cash Payment	E 101-42400-352 General Publishing	NEWSLETTER				$183.19
Invoice						
Cash Payment	E 101-42210-441 Miscellaneous	NEWSLETTER				$183.19
Invoice						
Cash Payment	E 101-42110-441 Miscellaneous	NEWSLETTER				$183.19
Invoice						
Cash Payment	E 101-41400-441 Miscellaneous	NEWSLETTER				$183.19
Invoice						
Cash Payment	E 101-41110-344 Newsletter	NEWSLETTER				$183.19
Invoice						
Transaction Date	5/9/2023	CASH	10100	**Total**		$2,220.49
Refer	18277 *OPUS 21*					
Cash Payment	E 601-49440-382 Utility Billing	APRIL 2023				$1,417.66
Invoice	230444 5/5/2023					
Cash Payment	E 602-49490-382 Utility Billing	APRIL 2023				$1,417.66
Invoice	230444 5/5/2023					
Transaction Date	5/9/2023	CASH	10100	**Total**		$2,835.32
Refer	18276 *PAUSTIS WINE COMPANY*					
Cash Payment	E 609-49751-206 Freight	FREIGHT				$8.00
Invoice	200706 5/1/2023					
Cash Payment	E 609-49751-253 Wine	WINE				$263.00
Invoice	200706 5/1/2023					
Transaction Date	5/9/2023	CASH	10100	**Total**		$271.00
Refer	18274 *PHILLIPS WINE & SPIRITS CO.*					
Cash Payment	E 609-49751-206 Freight	FREIGHT				$47.32
Invoice	6586205 5/4/2023					
Cash Payment	E 609-49751-253 Wine	WINE				$2,522.06
Invoice	6586205 5/4/2023					
Transaction Date	5/9/2023	CASH	10100	**Total**		$2,569.38
Refer	18275 *PHILLIPS WINE & SPIRITS CO.*					
Cash Payment	E 609-49751-206 Freight	FREIGHT				$23.66
Invoice	6586204 5/4/2023					
Cash Payment	E 609-49751-251 Liquor	LIQUOR				$876.40
Invoice	6586204 5/4/2023					
Transaction Date	5/9/2023	CASH	10100	**Total**		$900.06
Refer	18273 *RED BULL DISTRIBUTION CO INC.*					

CITY OF ST FRANCIS

Payments

Current Period: May 2023

Cash Payment	E 609-49751-254 Miscellaneous Merchan	MISCELLANEOUS			$405.08
Invoice 2008801290	5/2/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	$405.08
Refer	18264 *RMB ENVIRONMENTAL LAB*				
Cash Payment	E 602-49490-313 Sample Testing	ALL WEEKS COOLER 2			$214.53
Invoice B008588	4/26/2023				
Transaction Date	5/4/2023	CASH	10100	**Total**	$214.53
Refer	18311 *RMB ENVIRONMENTAL LAB*				
Cash Payment	E 602-49490-313 Sample Testing	TESTING			$150.28
Invoice B008673	5/5/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	$150.28
Refer	18312 *RMB ENVIRONMENTAL LAB*				
Cash Payment	E 602-49490-313 Sample Testing	TESTING			$162.26
Invoice B008639	4/28/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	$162.26
Refer	18310 *ROYAL SUPPLY*				
Cash Payment	E 101-41940-210 Operating Supplies	SUPPLIES			$168.00
Invoice 4827	5/23/2023				
Cash Payment	E 101-42110-217 Other Operating Supplie	SUPPLIES			$84.00
Invoice 4827	5/23/2023				
Cash Payment	E 101-43100-217 Other Operating Supplie	SUPPLIES			$42.00
Invoice 4827	5/23/2023				
Cash Payment	E 101-45200-217 Other Operating Supplie	SUPPLIES			$42.00
Invoice 4827	5/23/2023				
Cash Payment	E 601-49440-217 Other Operating Supplie	SUPPLIES			$42.00
Invoice 4827	5/23/2023				
Cash Payment	E 602-49490-217 Other Operating Supplie	SUPPLIES			$42.00
Invoice 4827	5/23/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	$420.00
Refer	18307 *SOUTHERN GLAZERS OF MN*				
Cash Payment	E 609-49751-206 Freight	FREIGHT			$56.32
Invoice 5097101	4/28/2023				
Cash Payment	E 609-49751-251 Liquor	LIQUOR			$4,047.50
Invoice 5097101	4/28/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	$4,103.82
Refer	18308 *SOUTHERN GLAZERS OF MN*				
Cash Payment	E 609-49751-206 Freight	FREIGHT			$20.48
Invoice 5097100	4/28/2023				
Cash Payment	E 609-49751-251 Liquor	LIQUOR			$2,143.20
Invoice 5097100	4/28/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	$2,163.68
Refer	18309 *SOUTHERN GLAZERS OF MN*				
Cash Payment	E 609-49751-206 Freight	FREIGHT			$39.68
Invoice 2341167	5/4/2023				
Cash Payment	E 609-49751-251 Liquor	LIQUOR			$3,599.25
Invoice 2341167	5/4/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	$3,638.93
Refer	18306 *SPS WORKS*				

CITY OF ST FRANCIS

Payments

Current Period: May 2023

Cash Payment	E 101-41400-200 Office Supplies	STAMP			$49.70
Invoice IV00543759	5/5/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	$49.70
Refer	18257 *ST. FRANCIS HIGH SCHOOL*				
Cash Payment	E 601-49440-237 Small Equipment	SAINTS MANUFACTURING-NEW WATER DIFFUSER			$800.00
Invoice 222325	5/2/2023				
Transaction Date	5/3/2023	CASH	10100	**Total**	$800.00
Refer	18305 *STREETAR CONSULTING, LLC*				
Cash Payment	E 101-41910-318 Economic Development	PATRIOT PARKWAY			$544.00
Invoice 2023-3-3	3/11/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	$544.00
Refer	18320 *STREICHER S*				
Cash Payment	E 402-42110-555 Weapons	AMMUNITION			$1,856.00
Invoice I1632302	5/8/2023				
Transaction Date	5/10/2023	CASH	10100	**Total**	$1,856.00
Refer	18256 *STREICHER S*				
Cash Payment	E 101-42110-437 Uniforms	UNIFORMS			$1,347.00
Invoice 1629974	4/26/2023				
Transaction Date	5/3/2023	CASH	10100	**Total**	$1,347.00
Refer	18255 *SUN MECHANICAL INC*				
Cash Payment	E 602-49490-401 Buildings Maintenance	RPZ RECERTIFICATION			$2,778.00
Invoice 5828	4/20/2023				
Transaction Date	5/3/2023	CASH	10100	**Total**	$2,778.00
Refer	18304 *SUPERIOR MARKETING CONCEPT*				
Cash Payment	E 609-49750-340 Advertising	ADS			$260.00
Invoice					
Transaction Date	5/9/2023	CASH	10100	**Total**	$260.00
Refer	18254 *TACTICAL SOLUTIONS*				
Cash Payment	E 101-42110-221 Vehicle Maintenance	VEHICLE MAINTENANCE			$355.00
Invoice 9521	5/1/2023				
Transaction Date	5/3/2023	CASH	10100	**Total**	$355.00
Refer	18263 *TOTAL CONTROL SYSTEMS, INC.*				
Cash Payment	E 601-49440-321 Telephone	CELLULAR INTERNET ACCESS			$150.00
Invoice 10644	5/3/2023				
Transaction Date	5/4/2023	CASH	10100	**Total**	$150.00
Refer	18271 *TOTAL CONTROL SYSTEMS, INC.*				
Cash Payment	E 601-49440-229 Project Maintenance	PROJECT MAINTENANCE			$1,188.93
Invoice 10653	5/4/2023				
Cash Payment	E 602-49490-229 Project Maintenance	PROJECT MAINTENANCE			$1,188.92
Invoice 10653	5/4/2023				
Transaction Date	5/4/2023	CASH	10100	**Total**	$2,377.85
Refer	18303 *UTILITY SERVICE CO., INC.*				
Cash Payment	E 601-49440-234 Water Tower Maintenan	WATER TOWER SERVICE			$10,468.32
Invoice 580725	5/1/2023				
Transaction Date	5/9/2023	CASH	10100	**Total**	$10,468.32
Refer	18262 *WALTERS, JOANN*				

CITY OF ST FRANCIS

Payments

Current Period: May 2023

Cash Payment	E 601-49440-444 Refund & Reimburseme	REFUND ACCT#2928			$115.94
Invoice .05042023	5/4/2023				
Cash Payment	R 603-37400 Storm Water Fees	DEDUCT 2023 STORMWATER FEE NOT PAID			-$60.00
Invoice .05042023	5/4/2023				
Transaction Date	5/4/2023	CASH	10100	**Total**	$55.94
Refer	18322 *WILLIAM E YOUNG CO*				
Cash Payment	E 601-49440-233 Water Plant Maint	WATER PLANT MAINTENANCE			$714.85
Invoice 21132	5/5/2023				
Transaction Date	5/10/2023	CASH	10100	**Total**	$714.85

Fund Summary

	10100 CASH
101 General Fund	$34,799.84
208 Police Forfeiture	$124.00
402 Capital Equipment Fund	$4,456.00
405 Street Improvement Fund	$2,516.44
601 Water Fund	$30,627.13
602 Sewer Fund	$14,583.23
603 Storm Water Fund	($60.00)
609 Liquor Fund	$46,142.66
	$133,189.30

Pre-Written Checks	$0.00
Checks to be Generated by the Computer	$133,189.30
Total	$133,189.30

CITY OF ST FRANCIS

Payments

Current Period: April 2023

Payments Batch P-WIRE-APR 2023 $235,758.46

Refer	18001 *HEALTH PARTNERS*		Ck# 002589E 4/30/2023			
Cash Payment	G 101-21708 Health Premium		HEALTH INSURANCE			$34,295.52
Invoice						
Transaction Date	4/3/2023		CASH	10100	**Total**	$34,295.52
Refer	18002 *SPOT ON-LIQUOR CC*		Ck# 002590E 4/30/2023			
Cash Payment	E 609-49751-207 Credit Card		CREDIT CARD FEE			$3,933.63
Invoice						
Transaction Date	4/3/2023		CASH	10100	**Total**	$3,933.63
Refer	18003 *CITY HIVE*		Ck# 002591E 4/30/2023			
Cash Payment	E 609-49750-340 Advertising		ADVERTISING			$53.35
Invoice						
Transaction Date	4/3/2023		CASH	10100	**Total**	$53.35
Refer	18004 *SUN LIFE FINANCIAL*		Ck# 002592E 4/30/2023			
Cash Payment	E 101-41400-130 Employer Paid Insuranc		APRIL INSURANCE			$226.91
Invoice						
Cash Payment	E 101-41500-130 Employer Paid Insuranc		APRIL INSURANCE			$148.58
Invoice						
Cash Payment	E 101-41910-130 Employer Paid Insuranc		APRIL INSURANCE			$152.50
Invoice						
Cash Payment	E 101-42110-130 Employer Paid Insuranc		APRIL INSURANCE			$930.70
Invoice						
Cash Payment	E 101-42210-130 Employer Paid Insuranc		APRIL INSURANCE			$81.67
Invoice						
Cash Payment	E 101-42400-130 Employer Paid Insuranc		APRIL INSURANCE			$78.91
Invoice						
Cash Payment	E 101-43100-130 Employer Paid Insuranc		APRIL INSURANCE			$245.52
Invoice						
Cash Payment	E 101-43210-130 Employer Paid Insuranc		APRIL INSURANCE			$54.56
Invoice						
Cash Payment	E 101-45200-130 Employer Paid Insuranc		APRIL INSURANCE			$245.52
Invoice						
Cash Payment	E 601-49440-130 Employer Paid Insuranc		APRIL INSURANCE			$110.60
Invoice						
Cash Payment	E 602-49490-130 Employer Paid Insuranc		APRIL INSURANCE			$110.60
Invoice						
Cash Payment	E 609-49750-130 Employer Paid Insuranc		APRIL INSURANCE			$205.25
Invoice						
Transaction Date	4/4/2023		CASH	10100	**Total**	$2,591.32
Refer	18005 *ACE SOLID WASTE, INC.*		Ck# 002593E 4/30/2023			
Cash Payment	E 101-43210-384 Garbage Disposal		GARBAGE			$83.17
Invoice						
Cash Payment	E 101-42210-384 Garbage Disposal		GARBAGE			$89.23
Invoice						
Cash Payment	E 609-49750-384 Garbage Disposal		GARBAGE			$306.52
Invoice						

CITY OF ST FRANCIS

Payments

Current Period: April 2023

Cash Payment Invoice	E 601-49440-384	Garbage Disposal	GARBAGE			$97.80
Cash Payment Invoice	E 602-49490-384	Garbage Disposal	GARBAGE			$97.79
Cash Payment Invoice	E 101-43100-384	Garbage Disposal	GARBAGE			$37.15
Cash Payment Invoice	E 101-45200-384	Garbage Disposal	GARBAGE			$37.16
Cash Payment Invoice	E 601-49440-384	Garbage Disposal	GARBAGE			$37.16
Cash Payment Invoice	E 602-49490-384	Garbage Disposal	GARBAGE			$37.16
Cash Payment Invoice	E 101-42110-384	Garbage Disposal	GARBAGE			$148.64
Cash Payment Invoice	E 101-43100-384	Garbage Disposal	GARBAGE			$225.37
Cash Payment Invoice	E 101-45200-384	Garbage Disposal	GARBAGE			$225.37
Transaction Date	4/4/2023		CASH	10100	**Total**	$1,422.52
Refer	18006 *SPOT ON-LIQUOR CC*		Ck# 002594E 4/30/2023			
Cash Payment Invoice	E 609-49751-207	Credit Card	CREDIT CARD FEE			$25.00
Transaction Date	4/4/2023		CASH	10100	**Total**	$25.00
Refer	18007 *WEX CARD*		Ck# 002595E 4/30/2023			
Cash Payment Invoice	E 101-42400-212	Motor Fuels	FUEL			$103.86
Cash Payment Invoice	E 101-42210-212	Motor Fuels	FUEL			$166.88
Cash Payment Invoice	E 101-42110-212	Motor Fuels	FUEL			$3,071.13
Cash Payment Invoice	E 101-43100-212	Motor Fuels	FUEL			$203.31
Cash Payment Invoice	E 601-49440-212	Motor Fuels	FUEL			$422.68
Cash Payment Invoice	E 602-49490-216	Chemicals	FUEL			$422.69
Cash Payment Invoice	R 101-36200	Miscellaneous Revenues	REBATE			-$19.27
Transaction Date	4/6/2023		CASH	10100	**Total**	$4,371.28
Refer	18008 *DELTA DENTAL*		Ck# 002596E 4/30/2023			
Cash Payment Invoice	G 101-21711	Dental Insurance	PREMIUM			$2,180.58
Transaction Date	4/6/2023		CASH	10100	**Total**	$2,180.58
Refer	18009 *U S BANK EQUIPMENT FINANCE*		Ck# 002597E 4/30/2023			
Cash Payment Invoice	E 101-41400-240	Office Equip	COPIER LEASE			$206.87
Cash Payment Invoice	E 101-43100-240	Office Equip	COPIER LEASE			$206.87

CITY OF ST FRANCIS

Payments

Current Period: April 2023

Cash Payment Invoice	E 101-43210-240	Office Equip	COPIER LEASE			$206.87
Cash Payment Invoice	E 101-45200-240	Office Equip	COPIER LEASE			$206.87
Cash Payment Invoice	E 601-49440-240	Office Equip	COPIER LEASE			$206.87
Cash Payment Invoice	E 602-49490-240	Office Equip	COPIER LEASE			$206.65
Transaction Date	4/6/2023		CASH	10100	**Total**	$1,241.00
Refer	18010 *NEW BENEFITS (FRESH BENIES)*		Ck# 002598E 4/30/2023			
Cash Payment Invoice	E 101-41400-130	Employer Paid Insuranc	APRIL			$29.97
Cash Payment Invoice	E 101-41500-130	Employer Paid Insuranc	APRIL			$9.99
Cash Payment Invoice	E 101-41910-130	Employer Paid Insuranc	APRIL			$29.97
Cash Payment Invoice	E 101-42400-130	Employer Paid Insuranc	APRIL			$9.99
Cash Payment Invoice	E 101-43100-130	Employer Paid Insuranc	APRIL			$29.97
Cash Payment Invoice	E 101-42110-130	Employer Paid Insuranc	APRIL			$69.93
Cash Payment Invoice	E 101-42210-130	Employer Paid Insuranc	APRIL			$9.99
Cash Payment Invoice	E 609-49750-130	Employer Paid Insuranc	APRIL			$29.97
Transaction Date	4/6/2023		CASH	10100	**Total**	$219.78
Refer	18011 *CINTAS*		Ck# 002599E 4/30/2023			
Cash Payment Invoice	E 601-49440-311	Contract	WATER PLANT RUGS			$23.66
Cash Payment Invoice	E 601-49440-311	Contract	WATER PLANT RUGS			$23.66
Cash Payment Invoice	E 101-41940-219	Rug Maintenance	CITY HALL RUGS			$15.78
Cash Payment Invoice	E 609-49750-219	Rug Maintenance	LIQUOR STORE RUGS			$26.28
Cash Payment Invoice	E 609-49750-219	Rug Maintenance	LIQUOR STORE RUGS			$26.28
Cash Payment Invoice	E 609-49750-219	Rug Maintenance	LIQUOR STORE RUGS			$26.28
Cash Payment Invoice	E 601-49440-417	Uniforms & PPE	UNIFORMS			$4.66
Cash Payment Invoice	E 602-49490-417	Uniforms & PPE	UNIFORMS			$4.65
Cash Payment Invoice	E 101-45200-402	Janitorial Service	RUGS & SUPPLIES			$6.63
Cash Payment Invoice	E 101-43100-402	Janitorial Service	RUGS & SUPPLIES			$6.63

CITY OF ST FRANCIS

Payments

Current Period: April 2023

Cash Payment	E 601-49440-402	Janitorial Service	RUGS & SUPPLIES			$6.63
Invoice						
Cash Payment	E 602-49490-402	Janitorial Service	RUGS & SUPPLIES			$6.63
Invoice						
Cash Payment	E 101-42110-402	Janitorial Service	RUGS & SUPPLIES			$26.55
Invoice						
Cash Payment	E 601-49440-417	Uniforms & PPE	UNIFORMS			$4.66
Invoice						
Cash Payment	E 602-49490-417	Uniforms & PPE	UNIFORMS			$4.65
Invoice						
Cash Payment	E 601-49440-417	Uniforms & PPE	UNIFORMS			$4.66
Invoice						
Cash Payment	E 602-49490-417	Uniforms & PPE	UNIFORMS			$4.65
Invoice						
Cash Payment	E 601-49440-417	Uniforms & PPE	UNIFORMS			$4.66
Invoice						
Cash Payment	E 602-49490-417	Uniforms & PPE	UNIFORMS			$4.65
Invoice						
Transaction Date	4/6/2023		CASH	10100	**Total**	$232.25
Refer	18012 *FWT*		Ck# 002600E 4/30/2023			
Cash Payment	G 101-21703	FICA Tax Withholding	PAYROLL 04-13-2023			$9,255.06
Invoice						
Cash Payment	G 101-21709	Medicare	PAYROLL 04-13-2023			$3,589.30
Invoice						
Cash Payment	G 101-21701	Federal Withholding	PAYROLL 04-13-2023			$11,948.01
Invoice						
Transaction Date	4/13/2023		CASH	10100	**Total**	$24,792.37
Refer	18013 *PERA*		Ck# 002601E 4/30/2023			
Cash Payment	G 101-21704	PERA	PAYROLL 04-13-2023			$25,282.89
Invoice						
Transaction Date	4/13/2023		CASH	10100	**Total**	$25,282.89
Refer	18014 *VOYA*		Ck# 002602E 4/30/2023			
Cash Payment	G 101-21710	Deferred Comp	PAYROLL 04-13-2023			$1,840.00
Invoice						
Transaction Date	4/13/2023		CASH	10100	**Total**	$1,840.00
Refer	18015 *MISSION SQUARE*		Ck# 002603E 4/30/2023			
Cash Payment	G 101-21710	Deferred Comp	PAYROLL 04-13-2023			$489.17
Invoice						
Transaction Date	4/13/2023		CASH	10100	**Total**	$489.17
Refer	18016 *SWT*		Ck# 002604E 4/30/2023			
Cash Payment	G 101-21702	State Withholding	PAYROLL 04-13-2023			$5,283.54
Invoice						
Transaction Date	4/13/2023		CASH	10100	**Total**	$5,283.54
Refer	18017 *MN STATE RETIREMENT SYSTEM*		Ck# 002605E 4/30/2023			
Cash Payment	G 101-21714	Health Care Savings	PAYROLL 04-13-2023			$686.94
Invoice						

CITY OF ST FRANCIS

Payments

Current Period: April 2023

Transaction Date	4/13/2023	CASH	10100	**Total**	$686.94
Refer	18018 *HSA CONTRIBUTION*	Ck# 002606E 4/30/2023			
Cash Payment	G 101-21714 Health Care Savings	PAYROLL 04-13-2023			$1,205.90
Invoice					
Transaction Date	4/13/2023	CASH	10100	**Total**	$1,205.90
Refer	18019 *MN DEPT OF REVENUE*	Ck# 002607E 4/30/2023			
Cash Payment	G 101-21716 Other Deductions	PAYROLL 04-13-2023			$545.60
Invoice					
Transaction Date	4/13/2023	CASH	10100	**Total**	$545.60
Refer	18020 *COLONIAL INSURANCE*	Ck# 002608E 4/30/2023			
Cash Payment	G 101-21712 Colonial Insurance	PREMIUM			$396.46
Invoice					
Transaction Date	4/10/2023	CASH	10100	**Total**	$396.46
Refer	18075 *CENTERPOINT ENERGY*	Ck# 002609E 4/30/2023			
Cash Payment	E 601-49440-383 Gas Utilities	3911 233RD AVENUE-GAS			$26.05
Invoice					
Transaction Date	4/14/2023	CASH	10100	**Total**	$26.05
Refer	18076 *FWT*	Ck# 002610E 4/30/2023			
Cash Payment	G 101-21703 FICA Tax Withholding	04-18-2023 Payroll			$1,254.96
Invoice					
Cash Payment	G 101-21709 Medicare	04-18-2023 Payroll			$349.96
Invoice					
Cash Payment	G 101-21701 Federal Withholding	04-18-2023 Payroll			$304.92
Invoice					
Transaction Date	4/18/2023	CASH	10100	**Total**	$1,909.84
Refer	18077 *PERA*	Ck# 002611E 4/30/2023			
Cash Payment	G 101-21704 PERA	04-18-2023 Payroll			$496.40
Invoice					
Transaction Date	4/18/2023	CASH	10100	**Total**	$496.40
Refer	18078 *SWT*	Ck# 002612E 4/30/2023			
Cash Payment	G 101-21702 State Withholding	04-18-2023 Payroll			$46.47
Invoice					
Transaction Date	4/18/2023	CASH	10100	**Total**	$46.47
Refer	18079 *STATE OF ARIZONA*	Ck# 002613E 4/30/2023			
Cash Payment	G 101-21716 Other Deductions	04-18-2023 Payroll			$171.78
Invoice					
Transaction Date	4/18/2023	CASH	10100	**Total**	$171.78
Refer	18080 *STATE OF MINNESOTA*	Ck# 002614E 4/30/2023			
Cash Payment	G 101-21716 Other Deductions	04-18-2023 Payroll			$240.11
Invoice					
Transaction Date	4/18/2023	CASH	10100	**Total**	$240.11
Refer	18081 *INVOICE CLOUD*	Ck# 002615E 4/30/2023			
Cash Payment	E 601-49440-430 Bank Fees	MARCH FEES			$558.38
Invoice					

CITY OF ST FRANCIS

Payments

Current Period: April 2023

Cash Payment	E 602-49490-430	Bank Fees	MARCH FEES			$558.37
Invoice						
Transaction Date	4/18/2023		CASH	10100	**Total**	$1,116.75
Refer	18134 *CONNEXUS ENERGY*		Ck# 002616E 4/30/2023			
Cash Payment	E 101-41940-381	Electric Utilities	SIGN			$55.27
Invoice						
Cash Payment	E 101-41940-381	Electric Utilities	CITY HALL			$355.28
Invoice						
Cash Payment	E 602-49490-381	Electric Utilities	LIFT STATIONS			$955.11
Invoice						
Cash Payment	E 101-45200-381	Electric Utilities	PARKS			$240.31
Invoice						
Cash Payment	E 601-49440-380	Electric-System	WATER			$4,677.84
Invoice						
Cash Payment	E 101-43100-386	Street Lighting	STREET LIGHTS			$2,700.25
Invoice						
Cash Payment	E 602-49490-381	Electric Utilities	WWTP			$8,451.22
Invoice						
Cash Payment	E 609-49750-381	Electric Utilities	LIQUOR STORE			$879.15
Invoice						
Cash Payment	E 101-42110-381	Electric Utilities	SIREN			$5.25
Invoice						
Cash Payment	E 101-42110-381	Electric Utilities	SIREN			$5.25
Invoice						
Cash Payment	E 101-42210-381	Electric Utilities	SIREN			$5.25
Invoice						
Cash Payment	E 101-42210-381	Electric Utilities	FIRE			$471.17
Invoice						
Cash Payment	E 101-43100-381	Electric Utilities	POLICE/PW			$166.58
Invoice						
Cash Payment	E 101-45200-381	Electric Utilities	POLICE/PW			$166.58
Invoice						
Cash Payment	E 601-49440-381	Electric Utilities	POLICE/PW			$166.58
Invoice						
Cash Payment	E 602-49490-381	Electric Utilities	POLICE/PW			$166.57
Invoice						
Cash Payment	E 101-42110-381	Electric Utilities	POLICE/PW			$666.32
Invoice						
Cash Payment	E 101-45200-381	Electric Utilities	CARNIVAL			$14.62
Invoice						
Transaction Date	4/19/2023		CASH	10100	**Total**	$20,148.60
Refer	18135 *CAYAN*		Ck# 002617E 4/30/2023			
Cash Payment	E 609-49751-207	Credit Card	LIQUOR CC FEES			$782.17
Invoice						
Transaction Date	4/17/2023		CASH	10100	**Total**	$782.17
Refer	18148 *ENTERPRISE FLEET MGMT*		Ck# 002618E 4/30/2023			
Cash Payment	E 101-42110-221	Vehicle Maintenance	POLICE			$971.72
Invoice						

CITY OF ST FRANCIS

Payments

Current Period: April 2023

Cash Payment	E 101-42210-221	Vehicle Maintenance	FIRE			$50.00
Invoice						
Cash Payment	E 101-42400-221	Vehicle Maintenance	BUILDING			$10.00
Invoice						
Cash Payment	E 101-43100-221	Vehicle Maintenance	VEHICLE MAINTENANCE			$25.00
Invoice						
Cash Payment	E 101-45200-221	Vehicle Maintenance	VEHICLE MAINTENANCE			$25.00
Invoice						
Cash Payment	E 601-49440-221	Vehicle Maintenance	VEHICLE MAINTENANCE			$25.00
Invoice						
Cash Payment	E 602-49490-221	Vehicle Maintenance	VEHICLE MAINTENANCE			$25.00
Invoice						
Transaction Date	4/25/2023		CASH	10100	**Total**	$1,131.72
Refer	18149 *VILLAGE BANK*		Ck# 002619E 4/30/2023			
Cash Payment	E 101-42210-441	Miscellaneous	FEE FOR RETURN			$5.00
Invoice						
Transaction Date	4/20/2023		CASH	10100	**Total**	$5.00
Refer	18150 *MN DEPT OF REVENUE*		Ck# 002620E 4/30/2023			
Cash Payment	G 609-20810	Sales Tax Payable	SALES TAX			$20,129.00
Invoice						
Cash Payment	G 601-20810	Sales Tax Payable	SALES TAX			$748.00
Invoice						
Transaction Date	4/20/2023		CASH	10100	**Total**	$20,877.00
Refer	18151 *FWT*		Ck# 002621E 4/30/2023			
Cash Payment	G 101-21703	FICA Tax Withholding	PAYROLL 04-27-2023			$9,011.70
Invoice						
Cash Payment	G 101-21709	Medicare	PAYROLL 04-27-2023			$3,559.46
Invoice						
Cash Payment	G 101-21701	Federal Withholding	PAYROLL 04-27-2023			$11,794.77
Invoice						
Transaction Date	4/27/2023		CASH	10100	**Total**	$24,365.93
Refer	18152 *PERA*		Ck# 002622E 4/30/2023			
Cash Payment	G 101-21704	PERA	PAYROLL 04-27-2023			$25,224.01
Invoice						
Transaction Date	4/27/2023		CASH	10100	**Total**	$25,224.01
Refer	18153 *VOYA*		Ck# 002623E 4/30/2023			
Cash Payment	G 101-21710	Deferred Comp	PAYROLL 04-27-2023			$1,840.00
Invoice						
Transaction Date	4/27/2023		CASH	10100	**Total**	$1,840.00
Refer	18154 *MISSION SQUARE*		Ck# 002624E 4/30/2023			
Cash Payment	G 101-21710	Deferred Comp	PAYROLL 04-27-2023			$489.17
Invoice						
Transaction Date	4/27/2023		CASH	10100	**Total**	$489.17
Refer	18155 *SWT*		Ck# 002625E 4/30/2023			
Cash Payment	G 101-21702	State Withholding	PAYROLL 04-27-2023			$5,228.73
Invoice						

CITY OF ST FRANCIS

Payments

Current Period: April 2023

Transaction Date	4/27/2023	CASH	10100	**Total**	$5,228.73
Refer	18156 *MN STATE RETIREMENT SYSTEM*	Ck# 002626E 4/30/2023			
Cash Payment	G 101-21714 Health Care Savings	PAYROLL 04-27-2023			$693.43
Invoice					
Transaction Date	4/27/2023	CASH	10100	**Total**	$693.43
Refer	18157 *HSA CONTRIBUTION*	Ck# 002633E 4/28/2023			
Cash Payment	G 101-21714 Health Care Savings	PAYROLL 04-27-2023			$1,205.90
Invoice					
Transaction Date	4/27/2023	CASH	10100	**Total**	$1,205.90
Refer	18158 *MN DEPT OF REVENUE*	Ck# 002627E 4/30/2023			
Cash Payment	G 101-21716 Other Deductions	PAYROLL 04-27-2023			$250.00
Invoice					
Transaction Date	4/27/2023	CASH	10100	**Total**	$250.00
Refer	18242 *ALERUS*	Ck# 002628E 4/30/2023			
Cash Payment	E 101-41540-301 Auditing and Acctg Servi	FEE			$50.00
Invoice					
Transaction Date	4/26/2023	CASH	10100	**Total**	$50.00
Refer	18243 *CENTERPOINT ENERGY*	Ck# 002629E 4/30/2023			
Cash Payment	E 101-41940-383 Gas Utilities	CITY HALL #1			$62.18
Invoice					
Cash Payment	E 101-41940-383 Gas Utilities	CITY HALL #2			$21.42
Invoice					
Cash Payment	E 101-41940-383 Gas Utilities	CITY HALL #3			$58.97
Invoice					
Cash Payment	E 101-41940-383 Gas Utilities	CITY HALL #4			$45.94
Invoice					
Cash Payment	E 602-49490-383 Gas Utilities	23699 AMBASSADOR			$22.50
Invoice					
Cash Payment	E 101-42210-383 Gas Utilities	3740 BRIDGE STREET-GENERATOR			$21.82
Invoice					
Cash Payment	E 101-45200-383 Gas Utilities	WARMING HOUSE			$224.43
Invoice					
Cash Payment	E 601-49440-383 Gas Utilities	4020 ST. FRANCIS BLVD			$202.92
Invoice					
Cash Payment	E 602-49490-383 Gas Utilities	4020 ST. FRANCIS BLVD			$202.92
Invoice					
Cash Payment	E 602-49490-383 Gas Utilities	4020 ST. FRANCIS BLVD-OLD WWTP			$15.00
Invoice					
Cash Payment	E 602-49490-383 Gas Utilities	WWTP			$1,850.06
Invoice					
Cash Payment	E 609-49750-383 Gas Utilities	LIQUOR STORE			$296.08
Invoice					
Cash Payment	E 101-42210-383 Gas Utilities	FIRE STATION			$1,351.05
Invoice					
Cash Payment	E 601-49440-383 Gas Utilities	WATER PLANT			$901.27
Invoice					

CITY OF ST FRANCIS

Payments

Current Period: April 2023

Cash Payment	E 101-42110-383	Gas Utilities	POLICE/PW			$1,082.25
Invoice						
Cash Payment	E 101-43100-383	Gas Utilities	POLICE/PW			$270.56
Invoice						
Cash Payment	E 101-45200-383	Gas Utilities	POLICE/PW			$270.56
Invoice						
Cash Payment	E 601-49440-383	Gas Utilities	POLICE/PW			$270.56
Invoice						
Cash Payment	E 602-49490-383	Gas Utilities	POLICE/PW			$270.56
Invoice						
Transaction Date	4/28/2023		CASH	10100	**Total**	$7,441.05
Refer	18244 *ANOKA COUNTY TREASURY DEPT*		Ck# 002630E 4/30/2023			
Cash Payment	E 101-42210-441	Miscellaneous	TAXES			$69.14
Invoice						
Cash Payment	E 609-49750-441	Miscellaneous	TAXES			$69.14
Invoice						
Cash Payment	E 602-49490-441	Miscellaneous	TAXES			$545.16
Invoice						
Cash Payment	E 101-41940-441	Miscellaneous	TAXES			$69.14
Invoice						
Cash Payment	E 601-49440-441	Miscellaneous	TAXES			$545.16
Invoice						
Cash Payment	E 101-45200-441	Miscellaneous	TAXES			$53.24
Invoice						
Cash Payment	E 101-41940-441	Miscellaneous	TAXES			$53.24
Invoice						
Cash Payment	E 101-42210-441	Miscellaneous	TAXES			$53.24
Invoice						
Cash Payment	E 101-43100-441	Miscellaneous	TAXES			$119.24
Invoice						
Cash Payment	E 101-45200-441	Miscellaneous	TAXES			$87.52
Invoice						
Cash Payment	E 602-49490-441	Miscellaneous	TAXES			$1,362.90
Invoice						
Cash Payment	E 101-41500-441	Miscellaneous	TAXES			$1.00
Invoice						
Transaction Date	4/28/2023		CASH	10100	**Total**	$3,028.12
Refer	18245 *ISANTI COUNTY TREASURER*		Ck# 002631E 4/30/2023			
Cash Payment	E 602-49490-435	Taxes	TAXES			$7,874.00
Invoice						
Transaction Date	4/28/2023		CASH	10100	**Total**	$7,874.00
Refer	18246 *VILLAGE BANK*		Ck# 002632E 4/30/2023			
Cash Payment	E 101-41500-430	Bank Fees	BANK FEES			$42.34
Invoice						
Cash Payment	E 601-49440-430	Bank Fees	BANK FEES			$42.34
Invoice						
Cash Payment	E 602-49490-430	Bank Fees	BANK FEES			$42.34
Invoice						

CITY OF ST FRANCIS

Payments

Current Period: April 2023

Cash Payment	E 609-49750-430 Bank Fees	BANK FEES			$42.33
Invoice					
Transaction Date	4/28/2023	CASH	10100	**Total**	$169.35
Refer	18247 *MISCELLANEOUS CUSTOMER*	Ck# 002634E 4/30/2023			
Cash Payment	G 101-21600 Salaries Payable	RETURNED ACH PAYROLL-LANCE			-$142.22
Invoice					
Transaction Date	4/27/2023	CASH	10100	**Total**	-$142.22

Fund Summary

	10100 CASH
101 General Fund	$176,574.40
601 Water Fund	$9,111.80
602 Sewer Fund	$23,241.83
609 Liquor Fund	$26,830.43
	$235,758.46

Pre-Written Checks	$235,758.46
Checks to be Generated by the Computer	$0.00
Total	$235,758.46

CITY OF ST FRANCIS

Payments

Current Period: April 2023

Payments Batch P CC APRIL 2023 $9,274.68

Refer	18082 *4 STATE TRUCKS*		Ck# 002547E 4/17/2023			
Cash Payment Invoice	E 101-43100-218	Equipment Maintenance	EQUIPMENT MAINTENANCE			$197.24
Transaction Date	4/17/2023		CASH	10100	**Total**	$197.24
Refer	18083 *ACTIVE 911*		Ck# 002548E 4/17/2023			
Cash Payment Invoice	E 101-42210-208	Training	CONTRACT TRAINING			$405.00
Transaction Date	4/17/2023		CASH	10100	**Total**	$405.00
Refer	18084 *ADVANCED AUTOMOTIVE CARE, I*		Ck# 002549E 4/17/2023			
Cash Payment Invoice	E 602-49490-221	Vehicle Maintenance	VEHICLE MAINTENANCE			$162.88
Transaction Date	4/17/2023		CASH	10100	**Total**	$162.88
Refer	18085 *AMAZON.COM*		Ck# 002550E 4/17/2023			
Cash Payment Invoice	E 602-49490-401	Buildings Maintenance	BUILDING MAINTENANCE			$29.78
Cash Payment Invoice	E 101-43100-218	Equipment Maintenance	EQUIPMENT MAINTENACE			$26.77
Cash Payment Invoice	E 101-43100-218	Equipment Maintenance	EQUIPMENT MAINTENACE			$11.67
Cash Payment Invoice	E 101-45200-218	Equipment Maintenance	EQUIPMENT MAINTENACE			$214.04
Cash Payment Invoice	E 101-42110-441	Miscellaneous	MISCELLANOUS			$16.06
Cash Payment Invoice	E 601-49440-441	Miscellaneous	MISCELLANOUS			$13.38
Cash Payment Invoice	E 101-42110-237	Small Equipment	OFFICE EQUIPMENT			$271.49
Cash Payment Invoice	E 101-43100-240	Office Equip	OFFICE EQUIPMENT			$49.28
Cash Payment Invoice	E 101-45200-240	Office Equip	OFFICE EQUIPMENT			$49.28
Cash Payment Invoice	E 601-49440-240	Office Equip	OFFICE EQUIPMENT			$49.28
Cash Payment Invoice	E 602-49490-240	Office Equip	OFFICE EQUIPMENT			$49.28
Cash Payment Invoice	E 101-42110-200	Office Supplies	OFFICE SUPPLIES			$331.62
Cash Payment Invoice	E 101-45200-217	Other Operating Supplie	OPERATING SUPPLIES			$70.70
Cash Payment Invoice	E 101-42110-237	Small Equipment	SMALL EQUIPMENT			$69.52
Cash Payment Invoice	E 601-49440-221	Vehicle Maintenance	VEHICLE MAINTENANCE			$181.04
Cash Payment Invoice	E 101-42110-213	Vehicle Supplies	VEHICLE SUPPLIES			$61.74
Cash Payment Invoice	E 101-43100-213	Vehicle Supplies	VEHICLE SUPPLIES			$29.66

CITY OF ST FRANCIS

Payments

Current Period: April 2023

Cash Payment Invoice	E 101-45200-213	Vehicle Supplies	VEHICLE SUPPLIES			$61.73
Transaction Date	4/17/2023		CASH	10100	**Total**	$1,586.32
Refer	18086 *AT&T, INC*		Ck# 002551E 4/17/2023			
Cash Payment Invoice	E 101-41400-321	Telephone	HOTSPOT			$114.69
Cash Payment Invoice	E 101-41500-441	Miscellaneous	HOTSPOT			$76.46
Cash Payment Invoice	E 101-42210-321	Telephone	PHONES			$440.44
Transaction Date	4/17/2023		CASH	10100	**Total**	$631.59
Refer	18087 *AXON ENTERPRISE, INC*		Ck# 002552E 4/17/2023			
Cash Payment Invoice	E 101-42110-237	Small Equipment	SMALL EQUIPMENT			$85.10
Transaction Date	4/17/2023		CASH	10100	**Total**	$85.10
Refer	18088 *BOLT DEPOT*		Ck# 002553E 4/17/2023			
Cash Payment Invoice	E 101-45200-229	Project Maintenance	PROJECT MAINTENANCE			$85.55
Cash Payment Invoice	E 101-43100-226	Sign Repair Materials	PROJECT MAINTENANCE/SIGN REPAIRS			$66.53
Transaction Date	4/17/2023		CASH	10100	**Total**	$152.08
Refer	18089 *CANVA*		Ck# 002554E 4/17/2023			
Cash Payment Invoice	E 101-41910-318	Economic Development	ECONOMIC DEVELOPMENT			$12.99
Transaction Date	4/17/2023		CASH	10100	**Total**	$12.99
Refer	18090 *CLIPPINGMAGIC.COM*		Ck# 002555E 4/17/2023			
Cash Payment Invoice	E 101-43210-433	Dues and Subscriptions	SUBSCRIPTION			$3.99
Transaction Date	4/17/2023		CASH	10100	**Total**	$3.99
Refer	18091 *CMI, INC.*		Ck# 002556E 4/17/2023			
Cash Payment Invoice	E 101-42110-217	Other Operating Supplie	OPERATING EXPENSE			$65.56
Transaction Date	4/17/2023		CASH	10100	**Total**	$65.56
Refer	18092 *COON RAPIDS SERVICE, INC*		Ck# 002557E 4/17/2023			
Cash Payment Invoice	E 101-42210-221	Vehicle Maintenance	VEHICLE MAINTENANCE			$43.90
Transaction Date	4/17/2023		CASH	10100	**Total**	$43.90
Refer	18093 *DEPT OF LABOR & INDUSTRY*		Ck# 002558E 4/17/2023			
Cash Payment Invoice	E 101-42400-208	Training	TRAINING - DAHLHEIMER			$85.00
Transaction Date	4/17/2023		CASH	10100	**Total**	$85.00
Refer	18094 *DEX MEDIA EAST LLC*		Ck# 002559E 4/17/2023			
Cash Payment Invoice	E 609-49750-340	Advertising	ADVERTISING			$89.50
Transaction Date	4/17/2023		CASH	10100	**Total**	$89.50

CITY OF ST FRANCIS

Payments

Current Period: April 2023

Refer	18095 *DOMAIN LISTINGS*		Ck# 002560E 4/17/2023			
Cash Payment	E 101-41400-441	Miscellaneous	WEBSITE HOSTING			$20.17
Invoice						
Transaction Date	4/17/2023		CASH	10100	**Total**	$20.17
Refer	18096 *GOOGLE WORKSPACE*		Ck# 002561E 4/17/2023			
Cash Payment	E 101-41910-433	Dues and Subscriptions	DUES/SUBSCRIPTION			$9.99
Invoice						
Transaction Date	4/17/2023		CASH	10100	**Total**	$9.99
Refer	18097 *HIVIS & SUMMIT SAFETY*		Ck# 002562E 4/17/2023			
Cash Payment	E 101-43100-417	Uniforms & PPE	UNIFORMS			$20.37
Invoice						
Cash Payment	E 101-45200-417	Uniforms & PPE	UNIFORMS			$20.37
Invoice						
Cash Payment	E 601-49440-417	Uniforms & PPE	UNIFORMS			$20.37
Invoice						
Cash Payment	E 602-49490-417	Uniforms & PPE	UNIFORMS			$20.37
Invoice						
Transaction Date	4/17/2023		CASH	10100	**Total**	$81.48
Refer	18098 *HOME DEPOT*		Ck# 002563E 4/17/2023			
Cash Payment	E 101-43100-217	Other Operating Supplie	OPERATING SUPPLIES			$70.64
Invoice						
Cash Payment	E 101-45200-217	Other Operating Supplie	OPERATING SUPPLIES			$102.52
Invoice						
Transaction Date	4/17/2023		CASH	10100	**Total**	$173.16
Refer	18099 *JONES & BARTLETT TRAINING*		Ck# 002564E 4/17/2023			
Cash Payment	E 101-42210-208	Training	TRAINING			$363.78
Invoice						
Transaction Date	4/17/2023		CASH	10100	**Total**	$363.78
Refer	18100 *KWIK TRIP*		Ck# 002565E 4/17/2023			
Cash Payment	E 101-43100-441	Miscellaneous	MISCELLANEOUS			$22.45
Invoice						
Cash Payment	E 101-45200-441	Miscellaneous	MISCELLANEOUS			$22.45
Invoice						
Transaction Date	4/17/2023		CASH	10100	**Total**	$44.90
Refer	18101 *LANE BRYANT*		Ck# 002566E 4/17/2023			
Cash Payment	E 101-42110-437	Uniforms	UNIFORMS - ROBERTS			$131.36
Invoice						
Transaction Date	4/17/2023		CASH	10100	**Total**	$131.36
Refer	18102 *LEAGUE OF MN CITIES*		Ck# 002567E 4/17/2023			
Cash Payment	E 101-43100-208	Training	TRAINING			$20.00
Invoice						
Cash Payment	E 601-49440-208	Training	TRAINING			$20.00
Invoice						
Transaction Date	4/17/2023		CASH	10100	**Total**	$40.00
Refer	18103 *MN NURSERY AND LANDSCAPING*		Ck# 002568E 4/17/2023			

CITY OF ST FRANCIS

Payments

Current Period: April 2023

Cash Payment Invoice	E 101-45200-208	Training	TRAINING			$250.00
Transaction Date	4/17/2023		CASH	10100	**Total**	$250.00
Refer	18104 *NATIONAL REGISTRY EMT*		Ck# 002569E 4/17/2023			
Cash Payment Invoice	E 101-42210-208	Training	TRAINING			$75.00
Transaction Date	4/17/2023		CASH	10100	**Total**	$75.00
Refer	18105 *OREILLY AUTO PARTS*		Ck# 002570E 4/17/2023			
Cash Payment Invoice	E 101-42400-221	Vehicle Maintenance	VEHICLE MAINTENANCE			$47.05
Cash Payment Invoice	E 101-45200-218	Equipment Maintenance	EQUIPMENT MAINTENANCE			$17.83
Cash Payment Invoice	E 609-49750-210	Operating Supplies	OPERATING SUPPLIES			$5.35
Cash Payment Invoice	E 101-42110-221	Vehicle Maintenance	VEHICLE MAINTENANCE			$34.26
Cash Payment Invoice	E 101-43210-221	Vehicle Maintenance	VEHICLE MAINTENANCE			$24.62
Cash Payment Invoice	E 601-49440-221	Vehicle Maintenance	VEHICLE MAINTENANCE			$25.85
Cash Payment Invoice	E 101-42110-213	Vehicle Supplies	VEHICLE SUPPLIES			$25.69
Cash Payment Invoice	E 101-43100-213	Vehicle Supplies	VEHICLE SUPPLIES			$25.69
Transaction Date	4/17/2023		CASH	10100	**Total**	$206.34
Refer	18106 *PERSONNEL CONCEPTS*		Ck# 002571E 4/17/2023			
Cash Payment Invoice	E 101-43100-441	Miscellaneous	MISCELLANEOUS			$22.39
Transaction Date	4/17/2023		CASH	10100	**Total**	$22.39
Refer	18107 *POPP TELECOM*		Ck# 002572E 4/17/2023			
Cash Payment Invoice	E 609-49750-321	Telephone	TELEPHONE			$52.69
Transaction Date	4/17/2023		CASH	10100	**Total**	$52.69
Refer	18108 *POSITIVE PROMOTIONS*		Ck# 002573E 4/17/2023			
Cash Payment Invoice	E 101-42110-308	Community Education	COMMUNITY EDUCATION			$700.41
Transaction Date	4/17/2023		CASH	10100	**Total**	$700.41
Refer	18109 *POST BOARD LICENSING*		Ck# 002574E 4/17/2023			
Cash Payment Invoice	E 101-42110-217	Other Operating Supplie	OPERATING EXPENSE			$270.00
Transaction Date	4/17/2023		CASH	10100	**Total**	$270.00
Refer	18110 *POSTMASTER - ST. FRANCIS*		Ck# 002575E 4/17/2023			
Cash Payment Invoice	E 101-41400-322	Postage	POSTAGE			$100.00
Cash Payment Invoice	E 101-42110-322	Postage	POSTAGE			$50.00

CITY OF ST FRANCIS

Payments

Current Period: April 2023

Transaction Date	4/17/2023	CASH	10100	**Total**	$150.00
Refer	18111 *RECYCLING ASSOCIATION OF MN*	Ck# 002576E 4/17/2023			
Cash Payment Invoice	E 101-43210-208 Training	TRAINING			$260.00
Transaction Date	4/17/2023	CASH	10100	**Total**	$260.00
Refer	18112 *REMARKABLE.COM*	Ck# 002577E 4/17/2023			
Cash Payment Invoice	E 101-41500-441 Miscellaneous	SUBSCRIPTION			$2.99
Transaction Date	4/17/2023	CASH	10100	**Total**	$2.99
Refer	18113 *SAMS CLUB*	Ck# 002578E 4/17/2023			
Cash Payment Invoice	E 609-49750-210 Operating Supplies	OPERATING SUPPLIES			$43.33
Transaction Date	4/17/2023	CASH	10100	**Total**	$43.33
Refer	18114 *SHOPHQ*	Ck# 002579E 4/17/2023			
Cash Payment Invoice	E 101-42110-437 Uniforms	UNIFORMS			$99.62
Transaction Date	4/17/2023	CASH	10100	**Total**	$99.62
Refer	18115 *VERTEX UNMANNED*	Ck# 002580E 4/17/2023			
Cash Payment Invoice	E 101-42110-208 Training	DRONE TRAINING			$796.00
Transaction Date	4/17/2023	CASH	10100	**Total**	$796.00
Refer	18116 *STAMPS.COM*	Ck# 002581E 4/17/2023			
Cash Payment Invoice	E 101-41400-322 Postage	POSTAGE			$17.99
Cash Payment Invoice	E 101-42110-322 Postage	POSTAGE			$17.99
Transaction Date	4/17/2023	CASH	10100	**Total**	$35.98
Refer	18117 *STEENSMA LAWN*	Ck# 002582E 4/17/2023			
Cash Payment Invoice	E 101-43100-221 Vehicle Maintenance	VEHICLE MAINENANCE			$190.97
Transaction Date	4/17/2023	CASH	10100	**Total**	$190.97
Refer	18118 *UNIVERSITY OF MINNESOTA*	Ck# 002583E 4/17/2023			
Cash Payment Invoice	E 101-45200-208 Training	TRAINING			$100.00
Transaction Date	4/17/2023	CASH	10100	**Total**	$100.00
Refer	18119 *UPS STORE*	Ck# 002584E 4/17/2023			
Cash Payment Invoice	E 601-49440-322 Postage	POSTAGE			$128.32
Transaction Date	4/17/2023	CASH	10100	**Total**	$128.32
Refer	18120 *VERIZON WIRELESS*	Ck# 002585E 4/17/2023			
Cash Payment Invoice	E 101-42110-321 Telephone	PHONES			$400.14
Cash Payment Invoice	E 601-49440-321 Telephone	PHONES			$182.97

CITY OF ST FRANCIS

Payments

Current Period: April 2023

Cash Payment Invoice	E 602-49490-321	Telephone	PHONES			$160.06
Transaction Date	4/17/2023		CASH	10100	**Total**	$743.17
Refer	18121 *NORTHERN SAFETY CO., INC.*		Ck# 002586E 4/17/2023			
Cash Payment Invoice	E 101-43100-417	Uniforms & PPE	UNIFORMS			$88.55
Cash Payment Invoice	E 101-45200-417	Uniforms & PPE	UNIFORMS			$88.55
Cash Payment Invoice	E 601-49440-417	Uniforms & PPE	UNIFORMS			$88.55
Cash Payment Invoice	E 602-49490-417	Uniforms & PPE	UNIFORMS			$88.55
Transaction Date	4/17/2023		CASH	10100	**Total**	$354.20
Refer	18122 *ZOOM.US*		Ck# 002587E 4/17/2023			
Cash Payment Invoice	E 101-41400-433	Dues and Subscriptions	SUBSCRIPTION			$17.13
Transaction Date	4/17/2023		CASH	10100	**Total**	$17.13
Refer	18123 *ZORO TOOLS, INC*		Ck# 002588E 4/17/2023			
Cash Payment Invoice	E 101-42110-401	Buildings Maintenance	BUILDING MAINTENANCE			$78.03
Cash Payment Invoice	E 101-43100-401	Buildings Maintenance	BUILDING MAINTENANCE			$78.03
Cash Payment Invoice	E 101-45200-401	Buildings Maintenance	BUILDING MAINTENANCE			$78.03
Cash Payment Invoice	E 601-49440-401	Buildings Maintenance	BUILDING MAINTENANCE			$78.03
Cash Payment Invoice	E 602-49490-401	Buildings Maintenance	BUILDING MAINTENANCE			$78.03
Transaction Date	4/17/2023		CASH	10100	**Total**	$390.15

Fund Summary

	10100 CASH
101 General Fund	$7,707.07
601 Water Fund	$787.79
602 Sewer Fund	$588.95
609 Liquor Fund	$190.87
	$9,274.68

Pre-Written Checks	$9,274.68
Checks to be Generated by the Computer	$0.00
Total	$9,274.68

City of St. Francis

CITY COUNCIL AGENDA REPORT

TO: St. Francis City Council

FROM: Beth Richmond, Planner

SUBJECT: Patriot Parkway Rezoning – 2nd Reading

DATE: May 15, 2023

APPLICANT: City of St. Francis & First Baptist Church

LOCATION: 23040 Pederson Dr NW

COMP PLAN: C, HDR

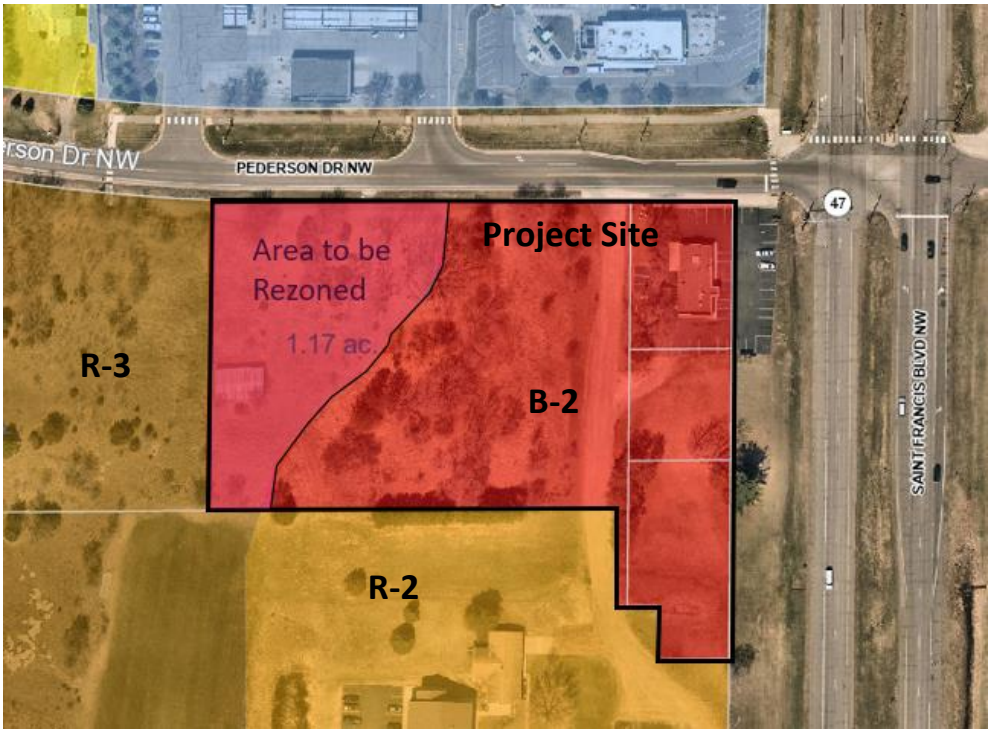
ZONING: R-3, B-2

OVERVIEW:

Staff brought forward land use requests related to the Patriot Parkway project in early 2023. This project is intended to create a new public road, two new commercial parcels, and regional stormwater for the land located south of Pederson Drive and west of Hwy 47. City Staff has been working with the landowner, the First Baptist Church, and interested developers to move this project forward.

The City Council reviewed applications for a Comprehensive Plan amendment and rezoning at their March 6, 2023 meeting. At that meeting, the Council approved Resolution 2023-11 approving the Comprehensive Plan amendment and authorizing submittal to the Metropolitan Council and the first reading of Ordinance 310 to rezone the portion of the project site currently zoned R-3 to B-2. The Metropolitan Council approved the Comprehensive Plan amendment reguiding the MHDR land in the area to Commercial within the Patriot Parkway site and HDR to the west of the Patriot Parkway site on April 24, 2023.

Following the rezoning, the next step for this project is to determine the exact layout of the public roadway and establish a strategy for funding its construction. Staff is currently exploring funding options both internally and with developers that are interested in this site.



ACTION TO BE CONSIDERED:

Now that the Metropolitan Council has approved the Comprehensive Plan amendment, it is time to move forward with the 2nd reading of the rezoning ordinance. Staff has prepared the 2nd reading of Ordinance 310 and a resolution allowing for publication by summary for Council's review. The following timeline will apply:

- March 6th – 1st Reading
- May 15th – 2nd Reading
- May 19th – Official Publication of Ordinance
- June 19th – Effective

ATTACHMENTS

- Draft Ordinance 310 – 2nd Reading
- Draft Summary Ordinance Resolution

ORDINANCE NO. 310, SECOND SERIES

CITY OF ST. FRANCIS
ANOKA COUNTY

AN ORDINANCE APPROVING REZONING APPROXIMATELY 1.2 ACRES AT 23040 PEDERSON DRIVE NW FROM R-3 TO B-2 – 2ND READING

WHEREAS, City Staff requested a rezoning for the property legally described in Exhibit A on behalf of the property owner, First Baptist Church; and

WHEREAS, on February 15, 2023, after published and mailed notice in accordance with Minnesota Statutes and the City Code, the Planning Commission held a public hearing, at which time all persons desiring to be heard concerning this application were given the opportunity to speak thereon; and

WHEREAS, on February 15, 2023, at an official public hearing, the Planning Commission considered the applicant's submission, the contents of the staff report, public testimony, and other evidence available to the Commission; and made recommendations for consideration by the City Council; and

WHEREAS, on March 6, 2023 and May 15, 2023, the City Council has considered the proposed project and found that the project will not negatively impact the public health, safety, or welfare; and

WHEREAS, the rezoning to B-2 is consistent with the Comprehensive Plan designation for the site; and

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

Section 1. The property legally described in Exhibit A is hereby rezoned from the R-3 High Density Residential District to the B-2 General Business District.

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

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

Approved and adopted by the City Council this 15th day of May, 2023.

BY: _____
SEAL Steven D. Feldman, Mayor

_____
Attest: Jennifer Wida, City Clerk

Published in the Anoka County Union Herald _____2023.

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

EXHIBIT A

Legal Description

COMMERCIAL PROPERTY DESCRIPTION:

That part of the Southeast Quarter of the Southeast Quarter of Section 31, Township 34, Range 24, Anoka County, Minnesota, described as follows: Commencing at the Southeast Corner of said Southeast Quarter of the Southeast Quarter; thence North 00 degrees 26 minutes 32 seconds West assumed bearing along the East line of said Southeast Quarter of the Southeast Quarter a distance of 1184.74 feet to the centerline of Pederson Drive NW extended; thence South 89 degrees 34 minutes 35 seconds West along said centerline a distance of 247.50 feet; thence South 00 degrees 30 minutes 03 seconds West a distance of 52.99 feet to the Southerly Right of Way line of said Pederson Drive NW also being the point of beginning of the land to be described; thence South 00 degrees 26 minutes 32 seconds East a distance of 289.88 feet; thence South 89 degrees 34 minutes 41 seconds West a distance of 485.07 feet; thence North 00 degrees 39 minutes 31 seconds East a distance of 293.88 feet to said Southerly Right of Way line of Pederson Drive; thence East along said Southerly Right of Way line being a non-tangential curve concave to the north a distance of 121.96 feet, said curve having a radius of 1881.00 feet, a central angle of 03 degrees 42 minutes 56 seconds, and a chord that bears South 88 degrees 33 minutes 51 seconds East; thence North 89 degrees 34 minutes 41 seconds East tangent to last described curve a distance of 357.53 feet to the point of beginning.

Area = 139,956 sq. ft. or 3.21 acres

CITY OF ST. FRANCIS
ST. FRANCIS
ANOKA COUNTY

RESOLUTION 2023-17

A RESOLUTION AUTHORIZING THE SUMMARY PUBLICATION OF ORDINANCE 310, SECOND SERIES REZONING APPROXIMATELY 1.2 ACRES AT 23040 PEDERSON DRIVE NW FROM R-3 to B-2

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 310, 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 310 Second Series is approved for publication:

CITY OF ST. FRANCIS, MINNESOTA
ORDINANCE 310, SECOND SERIES

Section 1. Ordinance 310, as adopted, rezones a portion of the property known as 23040 Pederson Drive NW from R-3 to B-2.

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

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

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 15th DAY OF MAY, 2023.

APPROVED:

_____
Steven D. Feldman, Mayor

Attest:

_____
Jennifer Wida, City Clerk

Published in the Anoka County Union Herald the __ day of May, 2023.

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

CITY COUNCIL AGENDA REPORT

TO: St. Francis City Council

FROM: Beth Richmond, Planner

SUBJECT: 2023 Code Revisions – 2nd Reading

DATE: May 15, 2023

OVERVIEW:

Staff has been working to update the City's Private Development Standards and to complete an audit with MPCA on the City's stormwater practices. In revising these specifications, Staff has made a number of changes which necessitate related revisions to the City's Zoning and Subdivision Codes. The proposed Code amendments relate to rural parking lot design, private streets, street design, and stormwater infiltration. The City Council reviewed and approved the 1st reading of the requested Code amendment ordinances on May 1, 2023.

ACTION TO BE CONSIDERED:

Because Council approved the 1st reading of Ordinances 313-315 at the May 1, 2023 meeting, Staff has prepared a 2nd reading of each ordinance and summary resolutions allowing for publication by summary for Council's review. The following timeline will apply:

- May 1 – 1st Reading
- May 15 – 2nd Reading
- May 19 – Published for Comment
- June 19 – Effective

Suggested Motions:

1. Move to approve the 2nd reading of Ordinance 313 approving amendments to Division 7 Development Standards of the Zoning Code as presented by Staff.
2. Move to approve the 2nd reading of Ordinance 314 approving amendments to Division 8 Stormwater of the Zoning Code as presented by Staff.
3. Move to approve the 2nd reading of Ordinance 315 approving amendments to Section 11-43-02 Streets of the Subdivision Code as presented by Staff.
4. Move to approve Summary Resolutions 2023-18, 2023-19, and 2023-20 authorizing publication of each ordinance by summary.

ATTACHMENTS

- Draft Ordinances (2nd Reading)
  - Ordinance 313 – Zoning Development Standards
  - Ordinance 314 – Zoning Stormwater
  - Ordinance 315 – Subdivision Streets
- Draft Resolutions authorizing publication by summary

- Resolution 2023-18 – Zoning Development Standards
- Resolution 2023-19 – Zoning Stormwater
- Resolution 2023-20 – Subdivision Streets

ORDINANCE NO. 313

CITY OF ST. FRANCIS
ANOKA COUNTY

AN ORDINANCE MODIFYING DIVISION 7 DEVELOPMENT STANDARDS IN THE ZONING CODE – 2nd READING

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

Changes in the following sections are denoted with an underline for new text or a strikethrough for ~~deleted language~~.

Section 1. Section 10-72-04 Performance Standards of the St. Francis Code of Ordinances is hereby amended to read as follows:

10-72-04. - Performance standards.

All off-street parking facilities shall comply with the following dimensional standards:

~~C. *Private Street Standards.* All private streets intended to service Commercial, Industrial, Institutional, and Multi-unit Projects shall be constructed in accordance to the City's Public Street Standard, including, but not limited to; street width, curb and gutter, intersection standards, pavement section and design standard.~~

Section 2. Section 10-72-08 Design and Maintenance of Off-Street Parking of the St. Francis Code of Ordinances is hereby amended to read as follows:

10-72-08. – Design and maintenance of off-street parking.

H. Location. All accessory off-street parking facilities required herein shall be located as follows:

1. Spaces accessory to one- and two-unit dwellings shall be on the same lot as the principal use served unless guest parking is provided elsewhere.
2. There shall be no off-street parking space within five (5) feet of any property line except as provided below:

a. B-1, B-2, and BPK Districts. Zero lot line parking area setbacks shall be allowed within the B-1, B-2, and BPK Districts subject to the following conditions:

i. A five (5) foot parking area setback shall be maintained along street rights-of-way (not including alleys). Such setback area shall be sodded or landscaped with approved ground cover, shrubs or trees.

ii. The parking area shall not abut a residential zoning district or use.

iii. If applicable, a maintenance and joint use agreement shall be executed and recorded against the titles of the affected properties.

iv. Encroachment into established utility easements shall be allowed only via permit and an encroachment agreement with the City.

b. Shared Access and Joint Parking. Zero lot line setbacks shall be allowed in cases of shared access and joint parking subject to the following conditions:

i. The access and/or parking area layout is approved by the City Engineer.

ii. A maintenance and joint use agreement shall be executed and recorded against the titles of the affected properties.

iii. If applicable, the conditions of Section 10-72-05 of this Ordinance related to joint parking are satisfied.

3. When parking stalls abut a sidewalk, the minimum sidewalk width shall be six (6) feet.

4. Parking stalls shall not be located where they obstruct doorways, driveways, or pedestrian walkways.

5. All disability accessible stalls shall be located in close proximity to entrance areas and shall not be hindered by inappropriately located curb cuts, catch basins, etc.

I. Use of Parking Area. Required off-street parking spaces in all districts shall not be used for open storage, or sale of goods, or for the storage of vehicles which are inoperable, for lease, rent or sale or the stockpiling of snow.

J. Rural Parking Lots. Parking lots located outside of the Urban Service Area which serve non-residential uses may allow for different surfacing and design requirements than those found in this Section with approval of an Interim Use Permit. Considerations for the IUP may include but are not limited to: dust management, stormwater runoff, proximity of site to sensitive environmental areas and residential districts, size of parking lot, and anticipated traffic.

~~J.~~K. Parking and Storage of Recreational Vehicles. The parking and storage of recreational vehicles shall be regulated in accordance with Section 7-4-5 of the City Code and Section 10-68-18 of this Ordinance.

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

Approved and adopted by the City Council of the City of St. Francis this 15th day of May, 2023.

SEAL

CITY OF ST. FRANCIS

By: _____
Steven D. Feldman, Mayor

_____
Attest: Jennifer Wida, City Clerk

Published in the Anoka County Union Herald _____.

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

CITY OF ST. FRANCIS
ST. FRANCIS
ANOKA COUNTY

RESOLUTION 2023-18

A RESOLUTION AUTHORIZING THE SUMMARY PUBLICATION OF ORDINANCE 313, SECOND SERIES MODIFYING DEVELOPMENT STANDARDS DIVISION 7 OF THE ZONING CODE

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 313, 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 313 Second Series is approved for publication:

CITY OF ST. FRANCIS, MINNESOTA
ORDINANCE 313, SECOND SERIES

Section 1. Ordinance 313, as adopted, amends Division 7 Development Standards of the City Zoning Code as follows:

1. Allow zero lot line off-street parking in the B-1 zoning district with conditions.
2. Allow rural parking lots to be constructed with different surfacing and design requirements than the requirements listed in Division 7 with approval of an Interim Use Permit.

Section 2. This Ordinance shall take effect and be enforced from and after its passage and publication according to law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 15th DAY OF MAY, 2023.

APPROVED:

_____
Steven D. Feldman, Mayor

Attest:

_____
Jennifer Wida, City Clerk

Published in the Anoka County Union Herald the __ day of May, 2023.

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

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

ORDINANCE 314

AN ORDINANCE AMENDING CHAPTER 10, DIVISION 8, SECTION 10-82-04. STORMWATER POLLUTION PREVENTION FOR LARGE SITES

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

Changes in the following sections are denoted with and underline for new text or ~~strikethrough~~ for ~~deleted language~~.

Section 1. Code Amended. That Chapter 10, Section 10-82-04 shall hereby be amended to read as follows:

~~3. Infiltration prohibited. Infiltration shall be prohibited if one or more of the following circumstances are present:~~

~~a. The site is required to obtain a NPDES/SDS Industrial Stormwater Permit and the permit prohibits infiltration;~~

~~b. Where vehicle fueling and maintenance occur;~~

~~c. Less than three (3) feet of separation is present from the bottom of the infiltration practice to the elevation of the seasonally saturated soils or top of bedrock;~~

~~d. Where high levels of contaminants in the soil or groundwater will be mobilized by infiltrating stormwater;~~

~~e. e. Where the soil infiltration rates are more than 8.3 inches per hour unless soils are amended to slow the infiltration rate below 8.3 inches per hour;~~

~~f. f. In soils of predominately Hydrologic Soil Group D (clay) soils.~~

~~4. Infiltration restricted. Higher engineering review shall be required when the infiltration device will be constructed in areas:~~

~~a. Within a Drinking Water Supply Management Area (DWSMA) as defined in Minn R. 4720.5100, subp. 13;~~

~~b. Other areas as determined by the City Engineer.~~

3. Infiltration systems must be prohibited when the system would be constructed in areas:

a. that receive discharges from vehicle fueling and maintenance areas, regardless of the amount of new and fully reconstructed impervious surface;

b. where high levels of contaminants in soil or groundwater may be mobilized by the infiltrating stormwater. To make this determination, the owners and/or operators of construction activity must complete the MPCA's site screening assessment checklist, which is available in the Minnesota Stormwater Manual, or conduct their own assessment. The assessment must be retained with the site plans;

c. where soil infiltration rates are more than 8.3 inches per hour unless soils are amended to slow the infiltration rate below 8.3 inches per hour;

d. with less than three (3) feet of separation distance from the bottom of the infiltration system to the elevation of the seasonally saturated soils or the top of bedrock;

e. of predominately Hydrologic Soil Group D (clay) soils;

f. in an Emergency Response Area (ERA) within a Drinking Water Supply Management Area (DWSMA) as defined in Minn. R. 4720.5100, Subp. 13, classified as high or very high vulnerability as defined by the Minnesota Department of Health;

g. in an ERA within a DWSMA classified as moderate vulnerability unless the permittee performs or approves a higher level of engineering review sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater;

h. outside of an ERA within a DWSMA classified as high or very high vulnerability unless the permittee performs or approves a higher level of engineering review sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater;

i. within 1,000 feet up-gradient or 100 feet down gradient of active karst features; or

j. that receive stormwater runoff from these types of entities regulated under NPDES for industrial stormwater: automobile salvage yards; scrap recycling and waste recycling facilities; hazardous waste treatment, storage, or disposal facilities; or air transportation facilities that conduct deicing activities.

~~5.~~4. For projects where site constraints limit the ability to provide the required control practices within the project boundary; the project shall provide for downstream improvements for that portion that cannot be treated within the project boundaries. Such projects may include:

a. Linear projects where reasonable effort has been made to obtain sufficient right-of-way to install required control practices and said efforts have been unsuccessful;

b. Sites where infiltration is prohibited;

c. Other locations as determined by the City.

~~6.~~5. Sequencing. Projects that cannot fully meet the stormwater requirements of this Part must demonstrate the site constraints through a sequencing analysis subject to review and approval of the City Engineer. Prior to consideration of off-site mitigation, the applicant must demonstrate on-site treatment to the maximum extent practicable given the site constraints.

~~7.~~6. Projects that have made reasonable effort but have been unable to fully meet volume, total suspended solids and total phosphorus requirements within the project limits may, upon authorization by the City, utilize the following methods to meet that portion not met onsite:

a. Provide treatment that yields the same benefits in an offsite location to the same receiving water that receives runoff from the project site. If this is not feasible then;

b. Provide treatment that yields the same benefits in an offsite location within the same Minnesota Department of Natural Resources catchment area as the project site. If this is not feasible then;

c. Provide treatment that yields the same benefits in an offsite location within an adjacent Minnesota Department of Natural Resources catchment area up-stream of the project site. If this is not feasible then;

d. Provide treatment that yields the same benefits at a site approved by the City.

e. Offsite mitigation authorized by the City shall be completed within 24-months of the beginning of construction on the permitted site.

~~8.~~7. Applicants shall provide documentation showing compliance with the rate and quality requirements of this Part. Acceptable documentation shall be:

a. For Rate and Volume. Calculations shall be by a methodology listed in the Minnesota Pollution Control Agency's publication, "The Minnesota Stormwater Manual" or other method approved by the City.

b. For total suspended solids and total phosphorus: Calculations shall be done using the Minimal Impact Design Standards (MIDS) Calculator available on the MPCA website, P8 or other method approved by the City.

c. Prepared and certified by a Professional Engineer.

Section 2. Effective Date. This Ordinance shall take effect thirty days after publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 15th DAY OF MAY, 2023.

APPROVED:

By: _____
Steven D. Feldman, Mayor

ATTEST:

_____
Jennifer Wida, City Clerk

Published in the Anoka County Union Herald _____.

(seal)

CITY OF ST. FRANCIS
ST. FRANCIS
ANOKA COUNTY

RESOLUTION 2023-19

A RESOLUTION AUTHORIZING THE SUMMARY PUBLICATION OF ORDINANCE 314, SECOND SERIES MODIFYING CHAPTER 10, DIVISION 8, SECTION 10-82-04 STORMWATER POLLUTION PREVENTION FOR LARGE SITES IN THE ZONING CODE

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 314, 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 314 Second Series is approved for publication:

CITY OF ST. FRANCIS, MINNESOTA
ORDINANCE 314, SECOND SERIES

Section 1. Ordinance 314, as adopted, amends Chapter 10, Section 10-82-04 of the City Zoning Code to clarify the areas in which the construction of infiltration systems would be prohibited.

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

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 15th DAY OF MAY, 2023.

APPROVED:

By: _____
Steven D. Feldman, Mayor

Attest:

_____
Jennifer Wida, City Clerk

Published in the Anoka County Union Herald the ____day of May, 2023.

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

ORDINANCE NO. 315

CITY OF ST. FRANCIS
ANOKA COUNTY

AN ORDINANCE MODIFYING SECTION 11-43-02 STREETS IN THE SUBDIVISION CODE

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

Changes in the following sections are denoted with an underline for new text or a strikethrough for ~~deleted language~~.

Section 1. Section 11-43-02 Streets of the St. Francis Code of Ordinances is hereby amended to read as follows:

11-43-02. – Streets.

A. *Street Connections.*

1. Except for cul-de-sacs, streets shall connect with streets already dedicated in adjoining subdivisions, or provide for future connections to adjoining unsubdivided tracts, or shall be a reasonable projection of streets in the nearest subdivided tracts. The arrangement of thoroughfares and collector streets shall be considered in their relation to the reasonable circulation of traffic, topographic conditions, runoff of stormwater, public convenience and safety, and in their appropriate relation to the proposed uses of the area to be served.
2. The arrangement of streets in a new subdivision shall make provisions for the proper projection of streets into adjoining areas by carrying the new streets to the boundaries of the new subdivision at appropriate locations approved by the City Engineer.
3. Temporary Cul-de-Sacs. In those instances where a street is terminated pending future extension in conjunction with future subdivision and more than 150 feet between the dead-end and the nearest intersection, a temporary turn around facility shall be provided at the closed end, in conformance with cul-de-sac and applicable Fire Code requirements. The temporary cul-de-sac shall be placed inside a temporary roadway easement if it is located outside street right-of-way. At such time as such a street is extended, the acreage covered by the turn-around outside the boundaries of the extended street shall revert in ownership to the property owner fronting on the temporary turn-around. The temporary cul-de-sac shall be surfaced in bituminous and signed as a future through street to alert the public that the road is planned to continue into the next development upon future subdivision. Financial security shall be required for removal or restoration as determined by the City Engineer.

4. Platting of Small Tracts. In the platting of small tracts of land fronting on a limited access highway where there is no convenient access to existing entrances and where access from such plat would be closer than one-half (½) mile from an existing access point, a temporary entrance permit for a period not exceeding two (2) years may be granted. Provision shall be made in such plats for the connection of roads to neighboring land. As the neighboring land is platted and developed, and access becomes possible at a preferred location, such temporary entrance permits shall become void at the discretion of the City.

5. Access to Arterial and Collector Streets. Access of local streets onto arterial and collector streets shall be in accordance with the City's Private Development Standards.

B. *Design Requirements.*

1. *Widths.* Right-of-way widths and pavement widths shall be as follows:

Classification	Right-of-Way Width	Pavement Width
Major Collector	100 feet min.	Determined by the City Engineer
Minor Collector	80 feet min.	40 feet
Local Street - Urban	60 feet min.	32 feet
Local Street – Rural	66 feet min.	24 feet
Service Road	50 feet min.	28 feet
Cul-de-sac Street	60 feet min.	32 feet
Cul-de-sac Radius	60 feet min.	50 feet
Private Street – Cul-de-sac	50 feet min.	24 feet
Private Street – Thru	50 feet min.	28 feet

2. *Street Intersections.* Insofar as practical, streets shall intersect at right angles, and in no case shall the angle formed by the intersection of two (2) streets be less than 60 degrees. Intersections having more than four corners shall be prohibited. Adequate land for future intersections and interchange construction needs shall be dedicated.

3. *Deflections.* When connecting street lines deflect from each other, or when a single street deflects at one point by more than 10 degrees, they shall be connected by a horizontal curve. For collector and higher-order streets, the curve radius shall be based on standard engineering methods suitable for the design speed. A minimum curve radius of 300 feet shall be provided for all local through streets (with a design speed of 35 mph or less) unless precluded by natural site features such as wetlands, rivers, lakes, bluffs, etc. If precluded by natural site features, the City may allow a horizontal curve with a 100 foot radius on local streets provided that appropriate signage is erected.

4. *Street Intersection Offsets.* Street intersection jogs shall have a centerline off-set of 150 feet or more when applied to minor streets and service streets. In all other cases they shall be avoided.

5. *Tangents.* A tangent of at least 100 feet shall be introduced between points of reverse curves of arterial and collector streets.

6. *Cul-de-Sacs.* Cul-de-sacs shall be designed to cover as short a distance as possible. The maximum length of a street terminating in a cul-de sac shall be 750 feet for developments in the Urban Service Area and 1,250 feet for developments in the Rural Service Area. The maximum length of a dead end street that is intended to serve adjacent unsubdivided property that is suitable for development shall be 1,000 feet for developments in the Urban Service Area and 1,500 feet for developments in the Rural Service Area. The distance of the street shall be measured along the centerline of the street from the intersection of origin to the end of the right-of-way. A cul-de-sac meeting City Code requirements shall be required at the end of all dead end streets. Dead end streets in the Rural Service Area may be increased in length if the development complies with the following performance standards:
   a. The maximum density on the dead end street shall not exceed the maximum allowed by State Fire Code.
   b. All streets within the development shall be bituminous.
   c. A future street plan, noting the continuation of the dead end street to exiting street(s), shall be provided. All streets noted in the future street plan must be reasonable in their design and economically feasible. The distance from the end of the street to the nearest existing street shall also be less than 1,500 feet.
   d. Secondary access and/or internal looping of the proposed streets shall be provided if site conditions permit.
7. *Centerline Gradients.* All centerline gradients shall be at least five-tenths (0.5) percent and shall not exceed eight (8) percent unless approved by the City Engineer.
8. *Vertical Curves.* Changes in grade shall be connected by vertical curves and shall meet the requirements for the design speed of the roadway.
9. *Base and Surfacing.* All streets shall be improved with a concrete or bituminous surface. Pavement sections shall be in accordance with City standard detail plates. Except in the case of model homes, as may be approved by the City, no building permit shall be issued for any lot or parcel in a subdivision prior to the installation of the base course of bituminous. The wear course of bituminous shall be placed following the construction season or, if so designated by the City Council, up to two (2) years from the date of final plat approval. Exceptions to this provision may be granted by the City Council at their discretion as part of a development contract. This requirement may, for plats outside of the Urban Service Area, be modified or held in abeyance, or gravel-based, oiled or dust palliative treated streets may be substituted if recommended by both the Planning and Zoning Commission and the City Engineer, and approved by a four-fifths (⅘) majority of the Council. All roads to be constructed will be constructed per specifications by the City Engineer.
10. *Concrete Curb and Gutter.* All streets within the Urban Service Area shall utilize concrete curb with integral gutter and shall be of the type in accordance with the City's Private Development Standards.
11. *Grading.* The full width of the right-of-way of all streets and alleys dedicated in the plat shall be graded to the lines and cross sections as shown on the grading plan submitted to and approved by the City Engineer. Exceptions to the width of grading may be granted where topography or tree cover warrant.

C. *Marginal Access Streets.* Marginal access streets shall be so aligned that their use by through traffic is discouraged.

D. *Service Streets.* Where a subdivision abuts or contains an existing or planned major thoroughfare or a railroad right-of-way, the City Council may require a street approximately parallel to and on each side of the right-of-way for adequate protection of residential properties and to afford separation of through and local traffic. The service streets shall be located at a distance from the major thoroughfare or railroad right-of-way suitable for the appropriate use of the intervening land, as for park purposes in residential districts, or for commercial or industrial purposes in appropriate districts. The distances shall also be determined with due regard for the requirements of approach grades and future grade separations.

E. *Half Streets.* Half streets shall be prohibited, except where essential to the reasonable development of the subdivision in conformity with the other requirements of this Ordinance; and except where the City Council finds it practical to require dedication of the other half when adjoining property is subdivided. In such cases, the developer shall provide an escrow in an amount determined necessary to construct the full street. Wherever there is a half street adjacent to a tract to be subdivided, the other half of the street shall be platted within the tract prior to the granting of access.

F. *Private Streets.* Private streets intended to service non-residential and multi-unit developments may be allowed within the Urban Service Area subject to City Council approval and in accordance with the following standards:

1. Private streets shall only be allowed in compliance with the City's Comprehensive Plan and only for such roads which have no public interest for traffic circulation.

2. The number and location of private streets may be controlled and limited by the City Council in the interests of public safety and efficient traffic flow.

3. Private streets are the responsibility of the applicant to construct according to the design standards listed in this Section.

4. The city shall not maintain private roads or roadway signs. The applicant shall ensure in writing the maintenance and repair of all private streets and associated signage by a homeowner's association or some other similar entity approved by the City.

5. Utilities under private streets

    a. Where publicly-owned utilities are located under a private street, the City shall be responsible for any street repairs necessitated by repairs or maintenance of the public utility. Conversely, if full replacement of the public utility is required, the entity responsible for maintenance and ownership of the private street shall be solely responsible for the related street replacement.

    b. Privately-owned utilities under private streets shall be owned and maintained by the entity responsible for ownership of the street. Any street repairs necessitated by the maintenance of the privately owned utility shall not be the responsibility of the city.

6. The applicant for any subdivision including private streets shall notify future property owners through deed restrictions and/or covenants which streets in a development are private streets.

7. The city will not accept the dedication of any private street until it is brought into conformance with City public street standards at the expense of property owners.

G. *Reserve Strips.* Reserve strips controlling access to streets shall be prohibited except under conditions approved by the City Council.

H. *Re-subdivision of Large Lots and Parcels.* When a tract is subdivided into larger than normal building lots or parcels, such lots or parcels shall be so arranged as to permit the logical location and openings of future streets and appropriate re-subdivision, with provision for adequate utility connections for such re-subdivision.

I. *Subdivisions Abutting Major Rights-of-Way.* Wherever the proposed subdivision contains or is adjacent to the right-of-way of a U.S. or State highway, County Road, or local collector street, provision may be made for a service street approximately parallel and adjacent to the boundary of such right-of-way; provided that due consideration is given to proper circulation design, setbacks from an intersection on the major rights-of-way, or for a street at a distance suitable for the appropriate use of land between such street and right-of-way. Such distance shall be determined with due consideration of the minimum distance required for approach connections to future grade separations, and for lot depths.

J. *Right-of-Way Dedication.*

1. Where a subdivision abuts or contains an existing street of inadequate width, sufficient additional right-of-way width and street reconstruction shall be provided within the subdivision to meet the standards of this Ordinance.

2. Additional right-of-way and roadway widths may be required by the Council to promote public safety and convenience when special conditions require it.

3. All proposed streets shown on the plat shall be in conformity to City, County and State plans and standards and be offered for dedication as public streets unless otherwise determined by the City Council.

K. *Geotechnical Investigation.* To determine sub-grade soils classification and bearing capacity of the soils in the proposed development, a geotechnical investigation report shall be prepared under the supervision of a licensed soils engineer associated with a qualified soils testing service and be provided to the City Engineer. The report shall contain the design recommendation for street section in accordance with the City's Private Development Standards. In proposed streets, geotechnical investigation shall be performed at intervals not to exceed 500 lineal feet. The soil borings completed during the investigation shall be at least 10 feet in depth below the proposed finished grade and five (5) feet below the proposed elevations of utilities. Ground water levels shall be reported at each boring. Elevations shall be in mean sea level datum. Locations of borings shall be measured in the field and accurately shown on the plans.

L. *Additional Street Elements.*

1. *Boulevards.* All boulevards shall be sodded. In the Rural Service Area the boulevards may either be sodded or prepared with adequate topsoil and seeded, as determined by the City Engineer.
2. *Driveways.* All driveways shall be constructed in accordance with Part 10-72-00. Where driveways shall be permitted to access onto thoroughfare or collector streets, provisions shall be made for an on-site turn around area which would provide access to the thoroughfare or collector street in a forward direction.
3. *Lighting.* Street lights conforming to City specifications shall be installed at the locations approved by the City Engineer. Easements may be required along property lines from utility easements on rear lot lines to rights-of-way so as to provide for a street light interval not to exceed 350 feet.
4. *Sidewalks.* Concrete sidewalks are required on one (1) side of residential streets and may be required on both sides of the streets with the outside edge located one (1) foot from the property line, and on pedestrian ways as directed by the City Council. The Council may also require a bituminous trail to be installed in lieu of the sidewalk when appropriate. All sidewalks and trails shall be built to the specifications (including width) of the City Engineer as found in the City's Private Development Standards. The City Council may waive this requirement in rural subdivisions or in areas where there may be limited need or feasibility. Sidewalks shall be installed prior to the installation of the bituminous wear course. The developer shall notify all lot purchasers of sidewalk construction plans.
5. *Signs.* All signs shall be installed by the developer in accordance with the Minnesota Manual on Uniform Traffic Control Devices and the City's Private Development Standards.
6. *Street Trees.* In all subdivisions, street and yard trees shall be planted in accordance with applicable landscaping and screening requirements of the Zoning Ordinance, right-of-way ordinances and City's Private Development Standards.

Section 2. This Ordinance shall take effect and be enforced from and after its passage and publication according to law.

Approved and adopted by the City Council of the City of St. Francis this 15th day of May, 2023.

SEAL

CITY OF ST. FRANCIS

By: _____
Steven D. Feldman, Mayor

_____
Attest: Jennifer Wida, City Clerk

Published in the Anoka County Union Herald _____.

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

CITY OF ST. FRANCIS
ST. FRANCIS
ANOKA COUNTY

RESOLUTION 2023-20

A RESOLUTION AUTHORIZING THE SUMMARY PUBLICATION OF ORDINANCE 315, SECOND SERIES MODIFYING SECTION 11-43-02 OF THE SUBDIVISION CODE

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 315, 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 315 Second Series is approved for publication:

CITY OF ST. FRANCIS, MINNESOTA
ORDINANCE 315, SECOND SERIES

Section 1. Ordinance 315, as adopted, amends Section 11-43-02 Streets of the City Subdivision Code as follows:

1. Minimum width requirements for have been clarified for all street types.
2. Curve radius is used as the new standard of measurement for allowable street curves.
3. Maximum cul-de-sac length and density are increased.
4. Standards for the design and maintenance of private streets are established.

Section 2. This Ordinance shall take effect and be enforced from and after its passage and publication according to law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 15th DAY OF MAY, 2023.

APPROVED:

_____
Steven D. Feldman, Mayor

Attest:

_____
Jennifer Wida, City Clerk

Published in the Anoka County Union Herald the __ day of May, 2023.

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

City of St. Francis

CITY COUNCIL AGENDA REPORT

TO: Mayor and Council

FROM: Kate Thunstrom, City Administrator

SUBJECT: Construction Manager at Risk Contract

DATE: 05-15-2023

OVERVIEW:

As the City works to move forward on the City Hall / Fire Station facility project, our next step is to secure the Construction manager.

The CMR is working to keep us within budget, obtain bids from subcontractors, identify product delays and savings, and the overall management of the project.

Legal teams have reviewed and agree with the attached contract.

ACTION TO BE CONSIDERED:

Council to review and approve the contract with Stahl Construction subject to Attorney approval as form.

Attachments:

- A201 – 2019 General Conditions of the Contract for Construction
- A133 – 2019 Standard Form Agreement between Owner and Construction Manager at Risk
- A133 – 2019 Exhibit B Insurance and Bonds

DRAFT

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

St. Francis City Hall & Fire Station
3740 Bridge St. NW
St. Francis, MN 55070

THE OWNER:
(Name, legal status and address)

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

THE CONTRACTOR:
(Name, legal status and address)

Stahl Construction Company
861 E. Hennepin Ave, #200
Minneapolis, MN 55414

THE ARCHITECT:
(Name, legal status and address)

Brunton Architects and Engineers
225 Belgrade Ave
North Mankato, MN 56003

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

DRAFT

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User Notes: (846225730)

INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.4**
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

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Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal
Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1

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User Notes: (846225730)

Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

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User Notes: (846225730)

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2

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User Notes: (846225730)

Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Permits, Fees, Notices and Compliance with Laws
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10

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Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

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User Notes: (846225730)

Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction services and all other services and performance obligations required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the

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indicated results. Provided, however, that to the extent there is a conflict between the General Conditions and this Agreement or the terms of Exhibit A when accepted, the terms of this Agreement and Exhibit A shall govern.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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

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§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, or in such other forms and formats selected by the parties, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements – INTENTIONALLY DELETED

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

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§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. Notwithstanding the foregoing, the Contractor shall be entitled to an equitable adjustment of price and/or time if such activities, duties, administration, tests, inspections or approvals cause cost increases or time delays that are outside the Contractor's reasonable control and are not of a type that should not have been reasonably anticipated by the Contractor. The Contractor may rely on the tests of the Owner's testing agencies to the extent such reliance is reasonable.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those

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obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

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§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after the Contractor first recognizes the nature of the conditions, or, in the case of observations by a Subcontractor, within 14 days after the Contractor receives information enabling it to recognize the nature of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

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§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after receiving a written request from the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. Except in the case of termination of the superintendent's employment, the Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals.

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Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are required by the Contract Documents for a portion of the Work with the Contractor being made specifically responsible for such design services and associated professional certifications. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services and certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify in sufficient detail all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed and certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified in sufficient detail to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Nothing contained in this Section shall relieve the Architect from any complementary or superseding provisions or requirements of law, statute, ordinance, code, rule, regulation, and lawful order of public authorities applicable to performance of professional services by the Architect.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

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§ 3.13 Use of Site
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching
§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up
§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification
§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment both to permit adequate review and to facilitate adequate progress of the Work. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of

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which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall respond to submittals within 14 days from receipt of documents. **§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award or execution of the Contract, as the case may be, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 7 days of receipt of the information, the Architect may notify the Contractor in writing whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 7-day period shall constitute notice of no reasonable objection.

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§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection and the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 Tekton Construction Company is a related, union company that Stahl may contract with or use and the Owner hereby consents to such use and the making of a subcontract and the incurring of reimbursable costs.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "separate contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project, including

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Work covered by the Contract Documents, with separate contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, The Owner's separate contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with its separate contractors, the Owner or its separate contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and its separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or any of its separate contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or any separate contractor observed by the Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects that the Contractor has observed prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or its separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or its separate contractor that are not apparent and observed.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or a separate contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, any separate contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

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§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- **.1** Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- **.2** Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- **.4** Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- **.5** Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

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§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change, or as otherwise provided in the Contract Documents.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of any of the Owner's separate contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse

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weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party, which shall be recoverable under law and under applicable provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, unless other time requirements are specified in the Contract Documents or reasonable required by the Owner's lender(s), the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay or unless the reason or cause for nonpayment is based on a legal or contractual right to withhold payment in whole or part. In such event, any payment from the Owner shall be deemed held in trust by the Contractor, although the Contractor may commingle such payment with other funds.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for

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Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, but only for one or more of the following reasons:

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make

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payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

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§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation

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that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

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§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or

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death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the

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Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

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§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of

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when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

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.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The

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responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim or determines that a dispute between the parties is not likely to be resolved informally, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given to the extent practicable before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

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§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution. This requirement shall not apply if the initiation of binding dispute resolution is necessary to avoid the effects of any statutory limitations or other provisions that would affect a party's rights.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Section Intentionally Deleted as the Parties have not Selected Arbitration.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 In its agreement with the Architect, the Owner shall require an agreement from the Architect for consolidation or joinder, whether initiated by the Owner or the Contractor, where there is a common question of law or fact and the presence of the Architect is required for complete relief in the proceeding. In its agreement with Subcontractors, the Contractor shall require an agreement for consolidation or joinder where there is a common question of law or fact and the presence of any Subcontractor is required for complete relief in the proceeding. The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the « » day of April in the year 2023
(In words, indicate day, month, and year.)

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

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

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

Stahl Construction Company
861 E. Hennepin Ave, #200
Minneapolis, MN 55414

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

St. Francis City Hall & Fire Station
3740 Bridge St. NW
St. Francis, MN 55070

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

Brunton Architects and Engineers
225 Belgrade Ave
North Mankato, MN 56003

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 INITIAL INFORMATION

2 GENERAL PROVISIONS

3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

4 OWNER'S RESPONSIBILITIES

5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

7 COST OF THE WORK FOR CONSTRUCTION PHASE

8 DISCOUNTS, REBATES, AND REFUNDS

9 SUBCONTRACTS AND OTHER AGREEMENTS

10 ACCOUNTING RECORDS

11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

12 DISPUTE RESOLUTION

13 TERMINATION OR SUSPENSION

14 MISCELLANEOUS PROVISIONS

15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE AND BONDS
EXHIBIT C RFP DOCUMENTS AND INCORPORATED DOCUMENTS

DRAFT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Owner's program for the Project is generally described in that certain Request for Proposal (RFP) dated January 18, 2023, and in attached documents, including progress plans, concept renderings, and site survey (collectively, "RFP Documents"). A more complete list of the "RFP Documents" is attached as Exhibit C.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See the RFP Documents.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

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The size of the Project is expected to be approximately 34,000 square feet (with the current floor plans scaling to approximately 36,000 square feet), at an estimated construction cost of $11 million, or about $325 per square foot. Final details shall be determined cooperatively by the Project Team during preconstruction, with all rights of final decision reserved to the Owner.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined cooperatively by the Project Team.

.2 Construction commencement date:

To be determined cooperatively by the Project Team.

.3 Substantial Completion date or dates:

To be determined cooperatively by the Project Team.

.4 Other milestone dates:

To be determined cooperatively by the Project Team.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

If any, to be identified during preconstruction and incorporated into the Construction Contract.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

In the RFP Documents, the estimated milestone dates of the Project were:

Selection of CMaR: March 7, 2023
Bid Date: July 1, 2023
Sitework Begins: August 28, 2023
Estimated Construction Duration: 18 months.
Estimated Project Completion: February 2025

As preconstruction, including planning, design, and scheduling progress, the parties shall work together to refine these dates and develop a complete Project Schedule.

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§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

[Kate Thunstrom, City Administrator]

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)
At any time, the Owner may add or change representatives by written notice to the Construction Manager.

To be named at the time the GMP is established.

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be named

.2 Civil Engineer:

Hakanson Anderson.

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Structural Engineer: Albertson Engineering
Electrical Engineer: Associated Consulting Engineering Inc.

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Ginnie Schneider, Project Architect, Brunton Architects & Engineers

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Deb Aldrich, Senior Project Manager, Stahl Construction Company

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

Site Supervision and Project Management, to include full-time superintendent and all other field personnel reasonably anticipated to be needed to manage, direct, and monitor the work of the trade contractors and all office and management personnel reasonably needed to perform the services necessary to administer the construction contracts.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

Open-book bidding of all trades, with the Construction Manager developing Contractors' interest in bidding during preconstruction.

§ 1.1.15 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately

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adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, the documents listed in the attached Exhibit C, other documents listed in this Agreement as part of the Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and/or identified as Contract Documents in the Guaranteed Maximum Price Amendment, including revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Exhibit C, which will be amended to update the Contract Documents with the Guaranteed Maximum Price Amendment.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as amended and as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, as amended, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager. To the extent there is a conflict between the General Conditions and this Agreement or the terms of Exhibit A when accepted, the terms of this Agreement and Exhibit A shall govern.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the

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Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 If and to the extent the Architect elects to use building information modeling and digital data protocols for the Project, the Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

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§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

The parties shall cooperatively develop a schedule for receiving bids from Subcontractors and the fair and reasonable processes to be followed. The Construction Manager shall share all bids with the Owner and for each trade, except in the case of objection by the Owner or reasonable grounds for exclusion by the Construction Manager, it shall accept the lowest responsive bid by a responsible and qualified Subcontractor.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 Following receipt and evaluation of bids from Subcontractors according to the bidding schedule and procedures established during preconstruction by the Project Team, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the

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Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. During the preconstruction phase, the Project Team shall consider contracting alternatives to reduce sales taxes on materials purchased for the Project.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

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§ 3.3.1.2 The Construction Phase shall commence on the date specified therein upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 – INTENTIONALLY DELETED

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Twenty-seven Thousand Five Hundred Dollars and No Cents ($27,500.00) for four calendar months (April to July) of preconstruction services.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A – See above for flat rate. If additional time or additional services are requested by the Owner, the parties shall sign a written agreement setting forth the basis of compensation.

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Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates, if any occur, for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within four months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

Five percent simple interest

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

One percent (1%) of the actual Cost of the Work, up to the Guaranteed Maximum Price, as adjusted pursuant to the Contract Documents. This Fee is based on the assumption of four months of preconstruction services and no more than eighteen months of actual construction. The Fee shall be appropriately adjusted for material time increases in construction.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Contractor shall receive one percent (1%) of the cost of both additive and deductive changes in the Work, to cover the Contractor's administrative and management Costs.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

N/A

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100%) of the standard or customary rental rate paid at the place and time of the Project and adjusted for any special circumstances.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Unless otherwise agreed in a writing signed by the parties, 100% of savings shall accrue to the benefit of the Owner.

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§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order and as otherwise provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. In addition, the parties may execute a Change Order agreeing to changes in the Work or agreeing to adjustments in the Guaranteed Maximum Price for compensable delays, unforeseen conditions, discrepancies and errors in the Contract Documents as provided herein, and other matters according to the terms of the Contract Documents.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. At the time of the Construction Manager's submission of a Guaranteed Maximum Price proposal, the Construction Manager shall propose a compensation structure that includes billing certain costs and categories of costs at rates generally consistent with those described in its response to the RFP Documents, with such rates to be fairly and reasonably adjusted to reflect actual changes in Project duration, personnel requirements, or other material details from what was known and assumed at the time of the RFP response.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

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§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and/or performing Work at the office or remotely, at the rates and as provided the Guaranteed Maximum Price Amendment.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 The following are included in the Contractor's personnel rates: Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

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§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that the Construction Manager normally prorates to the Project, at its customary rates provided such rates are reasonable based on actual projected costs of insurance, or that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

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§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, including warranty work up the unused portion of the Guaranteed Maximum Price, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, with such authorization not to be unreasonably withheld, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9. This provision shall not apply to ordinary items of Work in the category of General Conditions work and services to the extent performed by Tekton Construction Company, a separate corporation under common ownership with the Construction Manager.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.6** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- **.7** Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- **.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- **.9** Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

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§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. Following bidding procedures of the Owner, the Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier as permitted by law. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be reasonably satisfactory to the Owner. The Owner and the Owner's employees shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to examine the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager may be asked to submit payroll records for personnel being billed hourly, if any, suppliers' receipted invoices or invoices with the prior month's lien waivers attached, and any other evidence reasonably required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire

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Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values. The Construction Manager does not guarantee any line items, only the total Guaranteed Maximum Price.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- **.1** That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- **.2** That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- **.4** The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- **.5** The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- **.6** Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Costs of insurance and general conditions costs.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

With the exception of withholding for Punchlist Items, 100% of retainage shall be released upon Substantial Completion. Thereafter the Owner may continue to withhold 120% of the estimated cost of addressing Punchlist Items, with such retainage to be released upon monthly application for payment as Punchlist Items are completed.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

N/A

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- **.1** the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the Construction Manager has submitted a final Application for Payment; and
- **.3** a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner may conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

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§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Five percent interest, compounded annually.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

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[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will

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terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment
§ 13.2.1 Termination
The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause
§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
.3 Subtract the aggregate of previous payments made by the Owner; and
.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience
If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

One percent (1%) of the remaining balance of the Guaranteed Maximum Price, as properly adjusted, after termination. In addition, the Owner shall pay Costs and Fee up to the effective date of termination, shall pay the costs of demobilization, and shall indemnify the Construction Manager against all contract obligations, rental charges, and other costs and performance duties incurred in connection with the performance of the Work.

§ 13.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS
§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns
§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than Three Million Dollars ($3,000,000) for each occurrence and Four Million Dollars ($4,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Five Hundred Thousand Dollars ($1,500,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand Dollars ($500,000) each accident, Five Hundred Thousand Dollars ($500,000) each employee, and Five Hundred Thousand Dollars ($500,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
N/A	

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. Other insurance terms set forth in the RFP shall apply and are incorporated as part of this Agreement.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds[Contractor needs to provide Exhibit for review], and elsewhere in the Contract Documents.

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§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Emails sent to a regular business or governmental email address of the intended recipient shall be valid notice.

§ 14.5 Other provisions:

N/A

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5

.6 Other Exhibits:
(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

N/A

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
None			

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

None – An enumeration of the applicable Contract Documents will be provided as an Exhibit at the time the Construction Manager submits its Guaranteed Maximum Price proposal.

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

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OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

DRAFT

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DRAFT AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the « » day of April in the year 2023
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

St. Francis City Hall & Fire Station
3740 Bridge St. NW
St. Francis, MN 55070
THE OWNER:
(Name, legal status, and address)

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

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Stahl Construction Company
861 E. Hennepin Ave, #200
Minneapolis, MN 55414

TABLE OF ARTICLES

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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§ B.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance
§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
N/A	

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
N/A	

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure

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against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.
At its option, the Owner may purchase and maintain the insurance selected and described below. Should the Construction Manager be required to provide such insurance, the cost of such added coverage will be added to the Guaranteed Maximum Price, with the Fee applied to the cost.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

§ B.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

§ B.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

§ B.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

§ B.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

§ B.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

§ B.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.
At its option, the Owner may purchase and maintain the insurance selected below. Should the Construction Manager be required to provide such insurance, the cost of such added coverage will be added to the Guaranteed Maximum Price, with the Fee applied to the cost.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

§ B.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

§ B.2.5.2 Other Insurance

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(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

N/A

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Three Million Dollars each occurrence, Four Million Dollars general aggregate, and Two Million Dollars aggregate for products-completed operations hazard, providing coverage for claims including

- **.1** damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- **.2** personal injury and advertising injury;
- **.3** damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- **.4** bodily injury or property damage arising out of completed operations; and
- **.5** the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

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.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One and a half Million Dollars per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars each accident, Five Hundred Thousand Dollars each employee, and One Million Dollars policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars per claim and One Million Dollars in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars per claim and One Million Dollars in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Two Million Dollars per claim and Two Million Dollars in the aggregate.

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§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

The above policy limits may be satisfied by a combination of the Construction Manager's regular insurance policies and excess/umbrella coverage, with excess/umbrella coverage to have policy limits of no less than Ten Million Dollars per occurrence and in the aggregate.

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.
(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[No] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

[No] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

[No] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[No] **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[No] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[No] **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

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User Notes: (862022743)

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	None required
Performance Bond	None required

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

N/A

DRAFT

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User Notes: (862022743)

City of St. Francis

CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator

FROM: Darcy Mulvihill, Finance Director

SUBJECT: 2022 Annual Comprehensive Financial Report

DATE: May 15, 2023

OVERVIEW:

The 2022 Annual Comprehensive Financial Report and Audit will be presented by Justin Nilson of Abdo on Monday May 15th. Included in the packet is the 2022 Management Letter and the presentation. The 2022 Financial Statement is posted on the City's website under departments-finance.

ACTION TO BE CONSIDERED:

After Justin's report, Council should accept the Financial Report by motion.

BUDGET IMPLICATION:

None

Attachments:

- 2022 Final Executive Governance Summary
- 2022 Final Audit Presentation

Lighting the path forward



City of St. Francis

2022 Financial Statement Audit

Introduction

- Audit Results
- General Fund Results
- Other Governmental Funds
- Enterprise Funds
- Key Performance Indicators



Audit Results

Auditor's Opinion

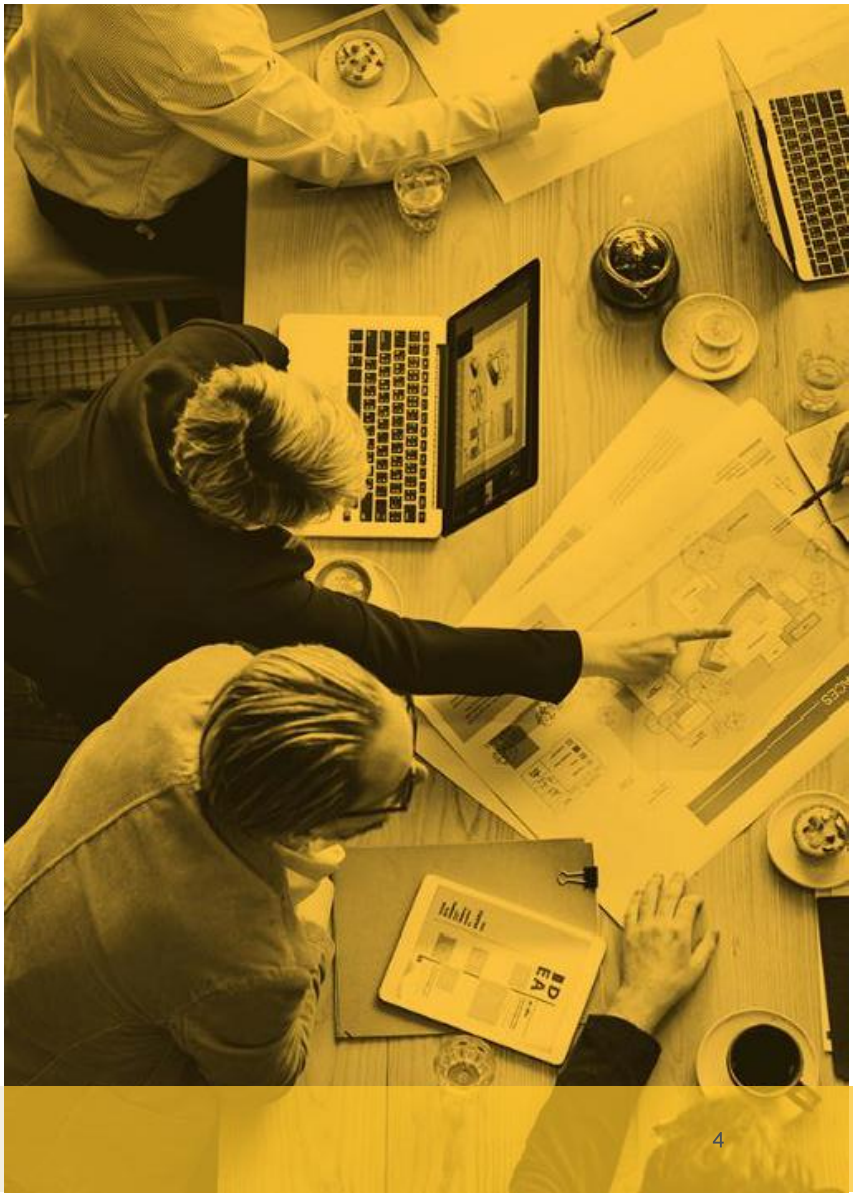
Unmodified/Clean Opinion

Minnesota Legal Compliance

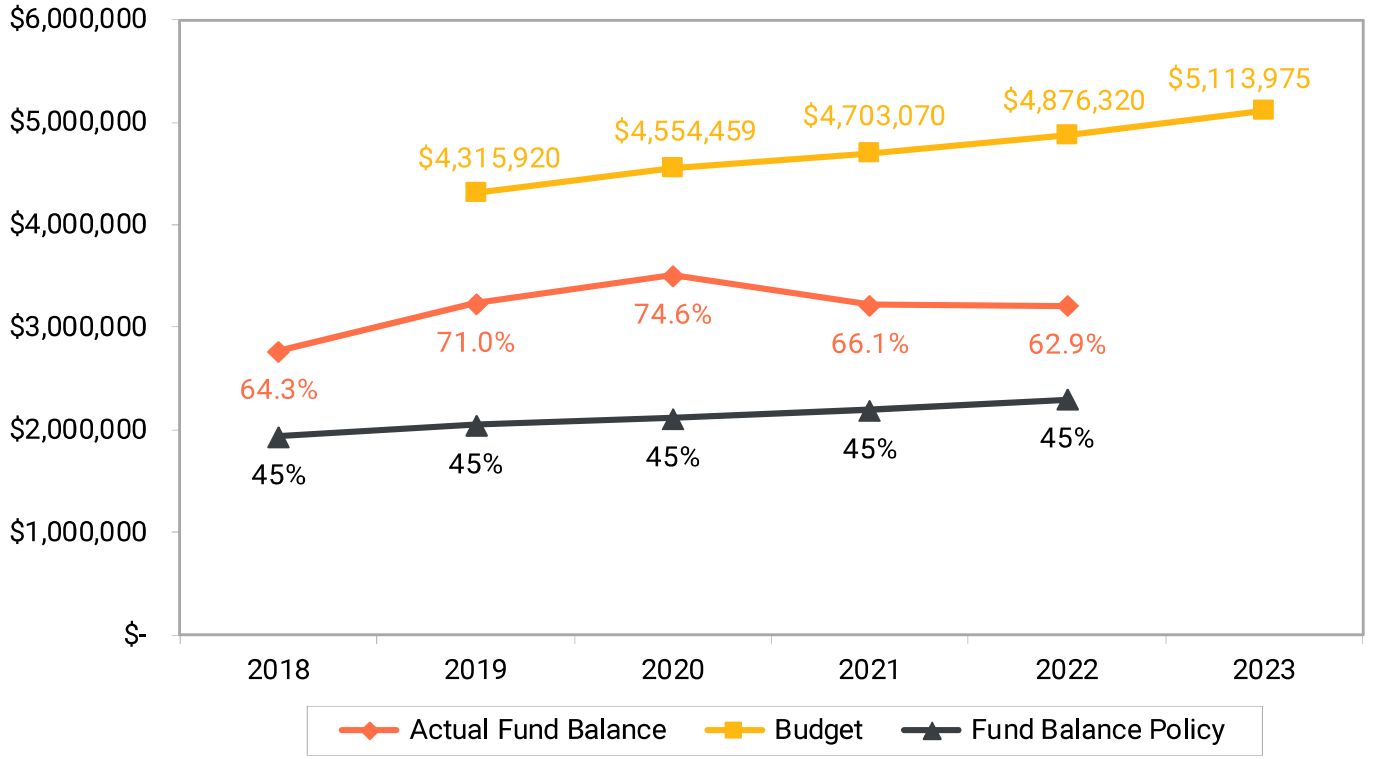
No Legal Compliance Findings Reported

Audit Results
2022 Audit Findings

- Limited Segregation of Duties
  - Internal Control Finding



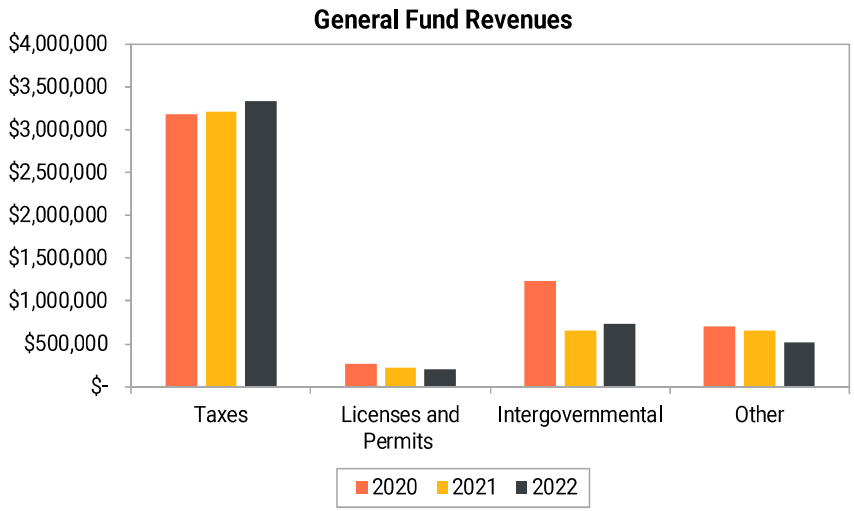
General Fund - Fund Balances

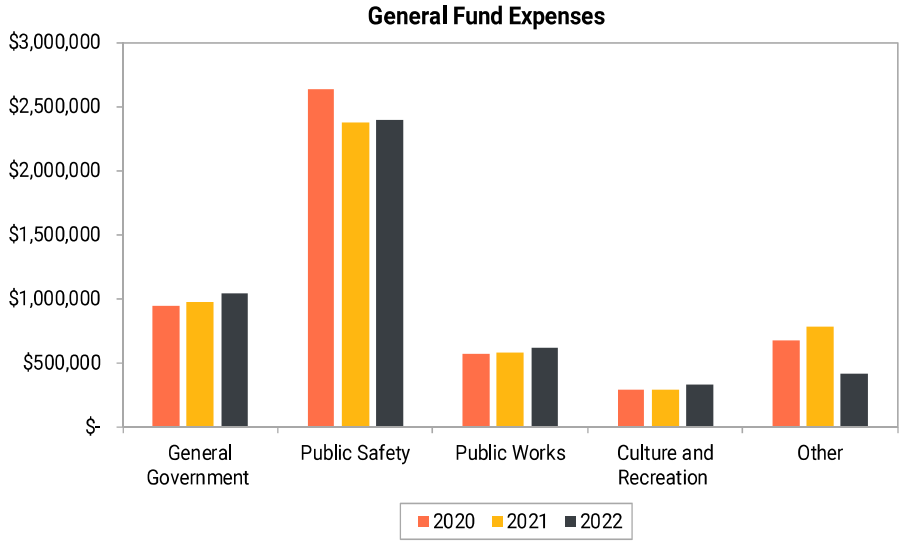


General Fund Budget to Actual

	Final Budgeted Amounts	Actual Amounts	Variance with Final Budget
Revenues	$ 4,816,320	$ 4,735,717	$ (80,603)
Expenditures	4,876,320	4,802,482	73,838
Excess (Deficiency) of Revenues Over Expenditures	(60,000)	(66,765)	(6,765)
Other Financing Sources (Uses) Transfers in	60,000	60,000	-
Net Change in Fund Balances	-	(6,765)	(6,765)
Fund Balances, January 1	3,222,247	3,222,247	-
Fund Balances, December 31	$ 3,222,247	$ 3,215,482	$ (6,765)

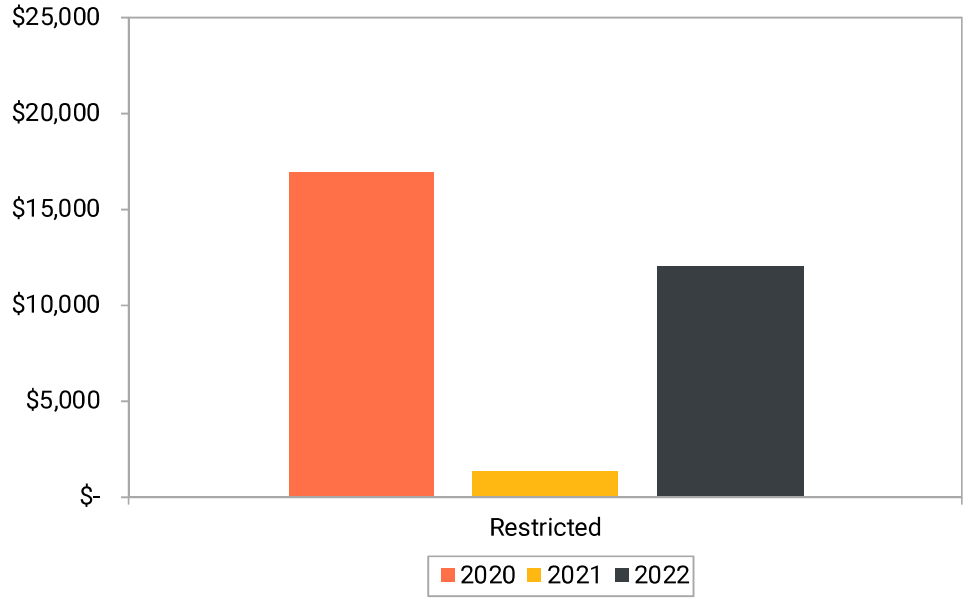
General Fund Revenues and Expenditures





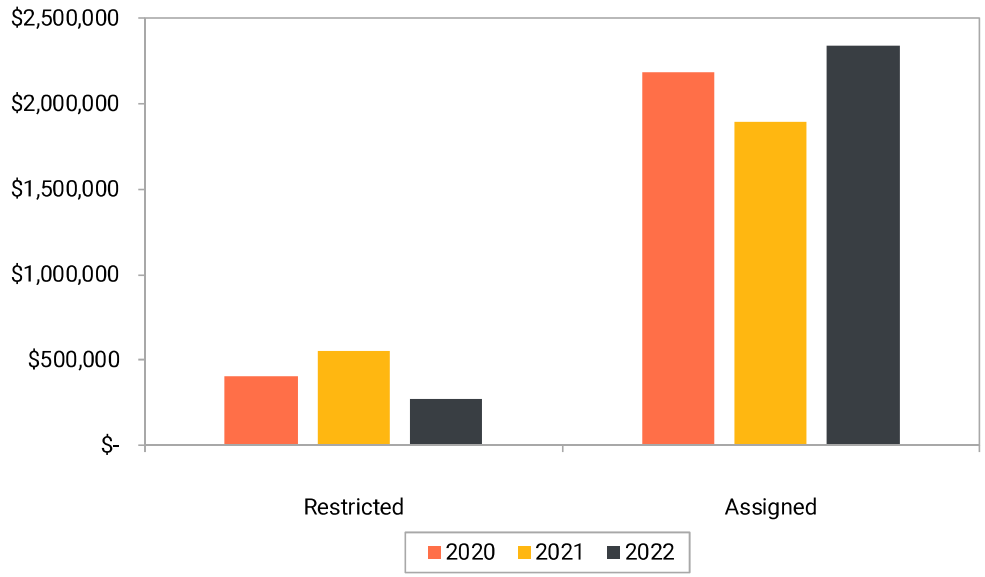
Special Revenue and Component Unit Balances

Fund	Fund Balances/Net Position December 31, 2022	2021	Increase (Decrease)
Component Unit			
EDA	$ 40,863	$ 41,946	$ (1,083)
Nonmajor			
Police Forfeiture	11,982	1,275	10,707
Total	$ 52,845	$ 43,221	$ 9,624



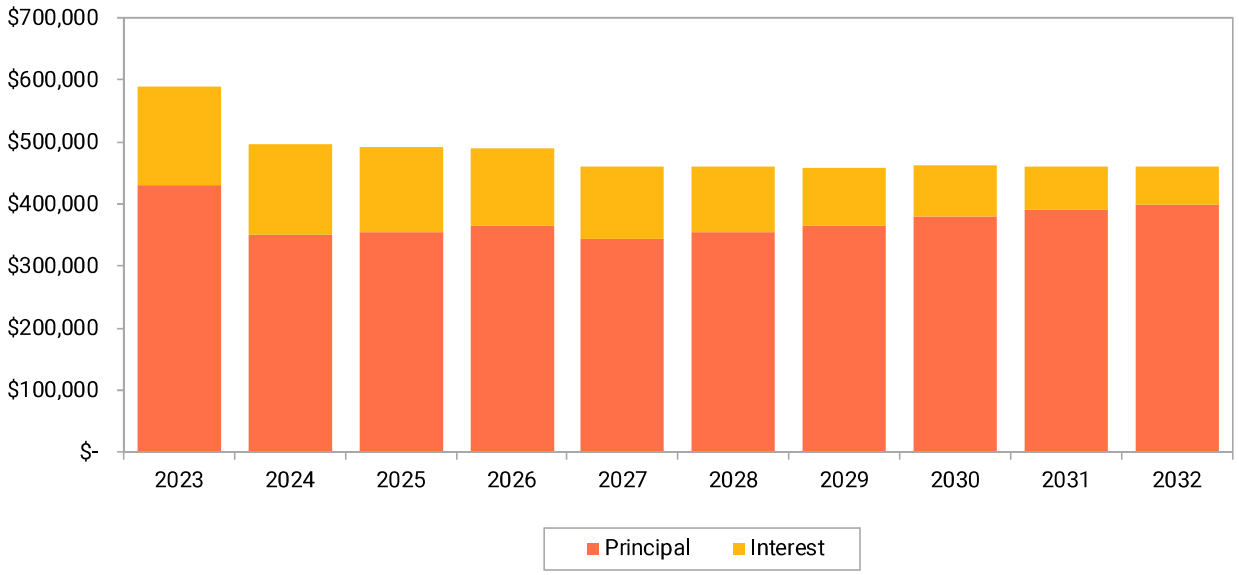
Capital Project Fund Balance

Capital Projects Fund	Fund Balances December 31, 2022	2021	Increase (Decrease)
Major			
Street Improvement	$ 877,934	$ 935,726	$ (57,792)
Nonmajor			
Charitable Gambling	163,921	132,853	31,068
Park Improvements	136,282	445,517	(309,235)
Capital Equipment	721,010	630,044	90,966
Building Improvement	715,427	307,066	408,361
Total	$ 2,614,574	$ 2,451,206	$ 163,368



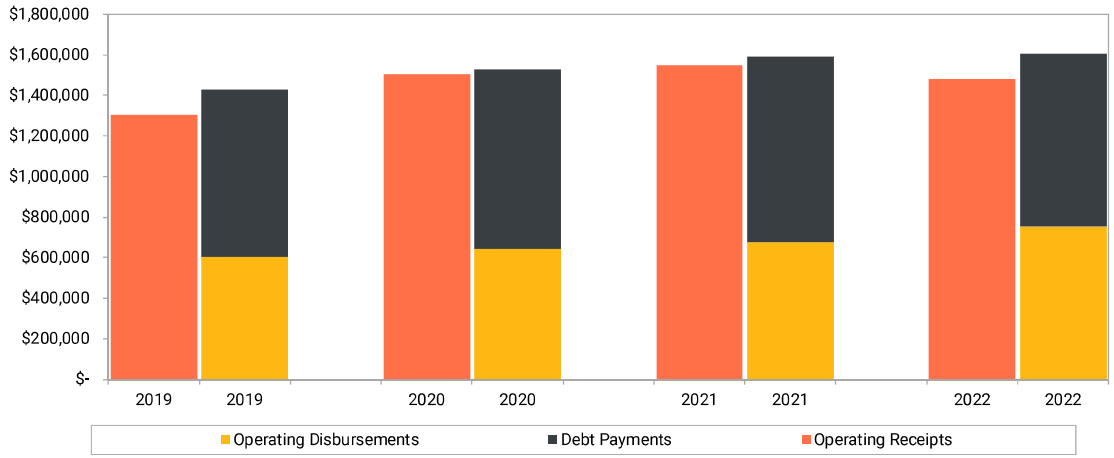
Debt Service

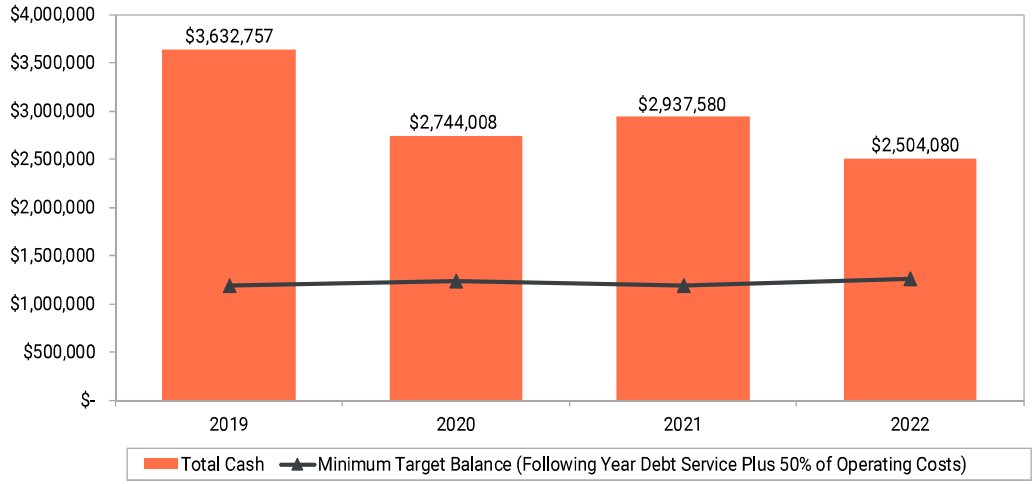
Debt Service Fund	Total Cash	Total Assets	Bonds Outstanding	Maturity Date
G.O. Improvement Bonds, 2015A	$ 80,697	$ 99,963	$ 115,000	2026
G.O. Improvement Bonds, 2021A	2,323	6,832	95,000	2023
G.O. Capital Improvement Bonds, 2017A	95,698	107,558	5,255,000	2036
Total	$ 178,718	$ 214,353	$ 5,465,000	
Total Remaining Interest Payments			$ 1,206,733	



Water Fund

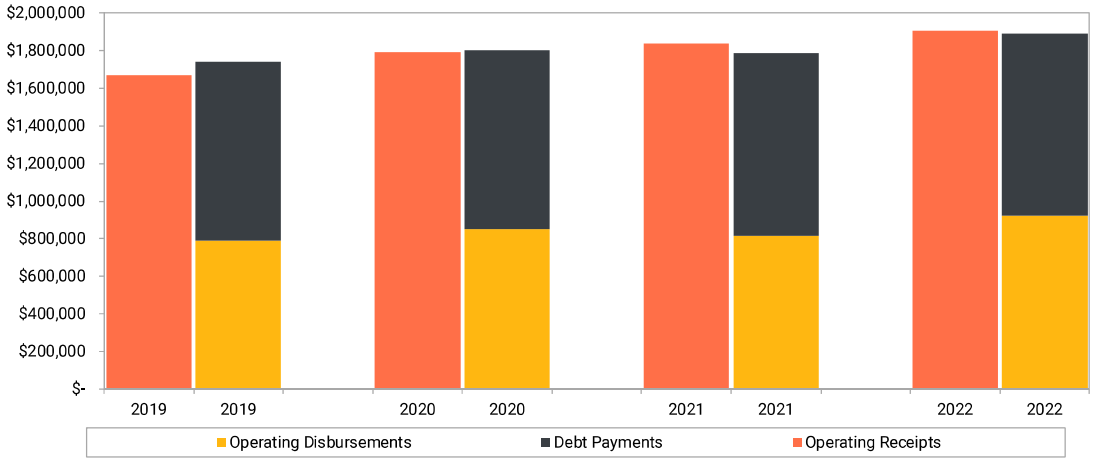
Cash Flows from Operations and Cash Balances

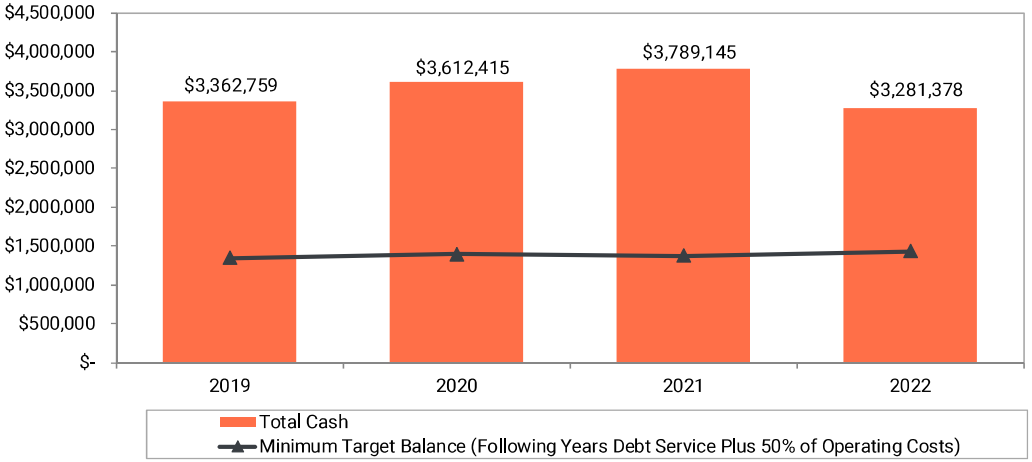


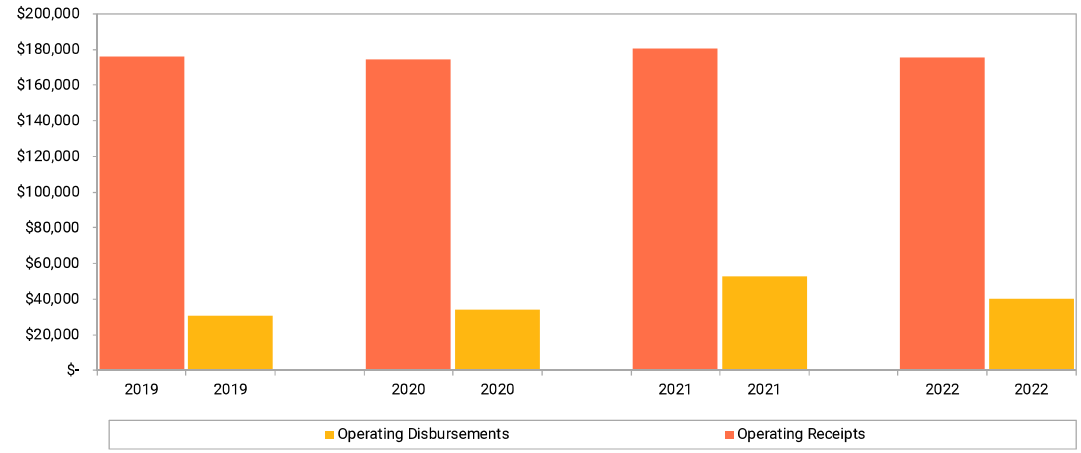


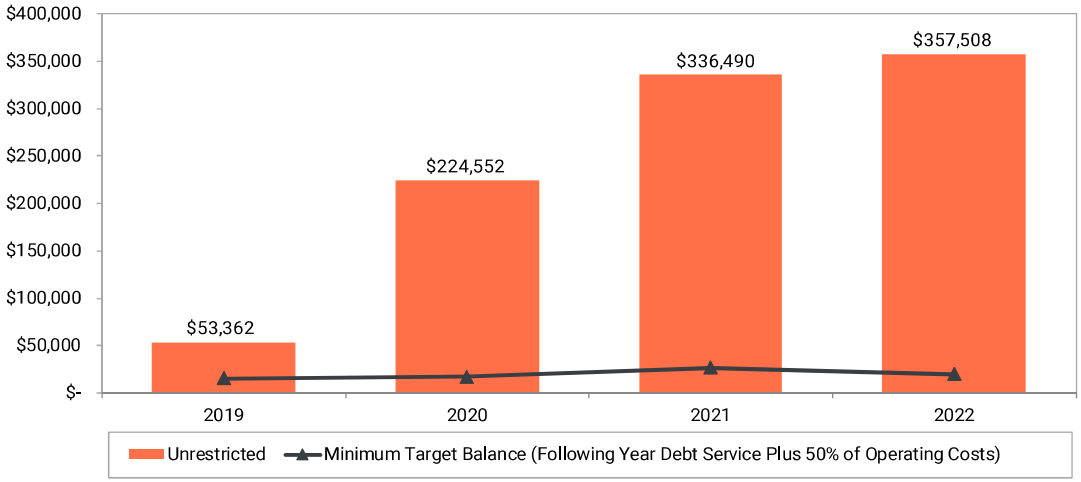
Sewer Fund

Cash Flows from Operations and Cash Balances









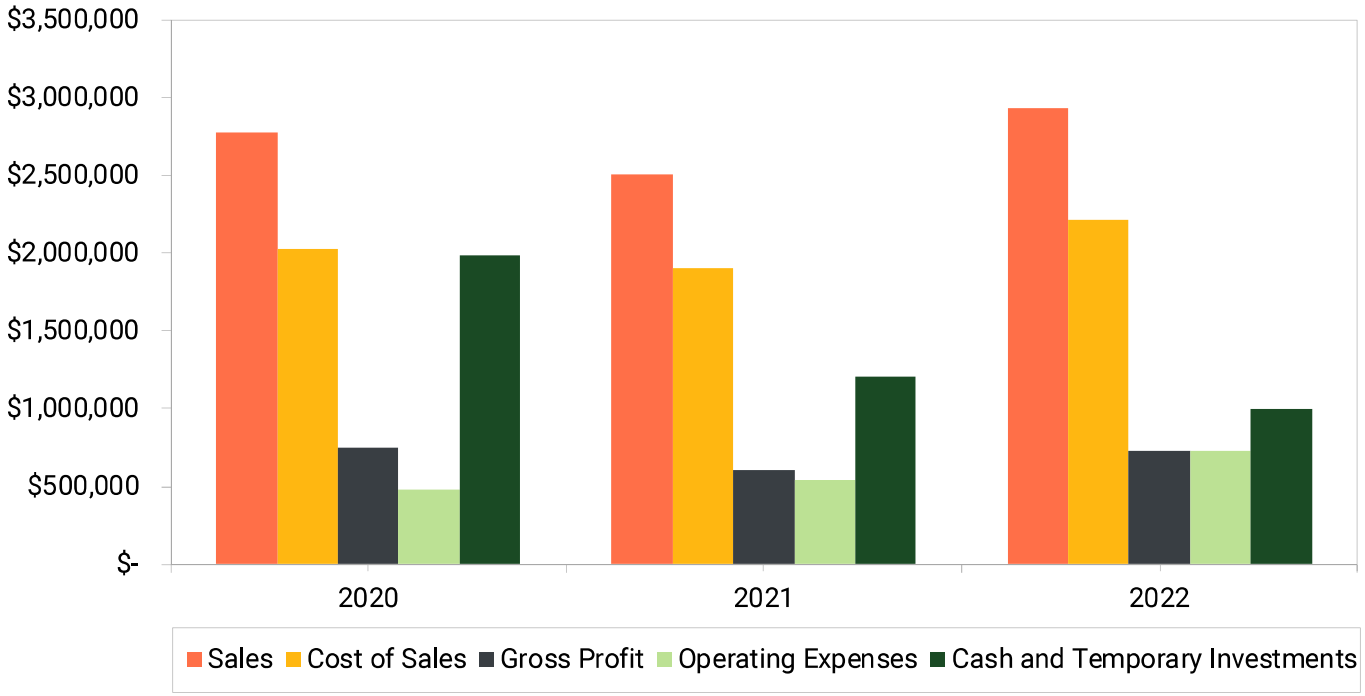
Storm Water Fund

Cash Flows from Operations and Cash Balances

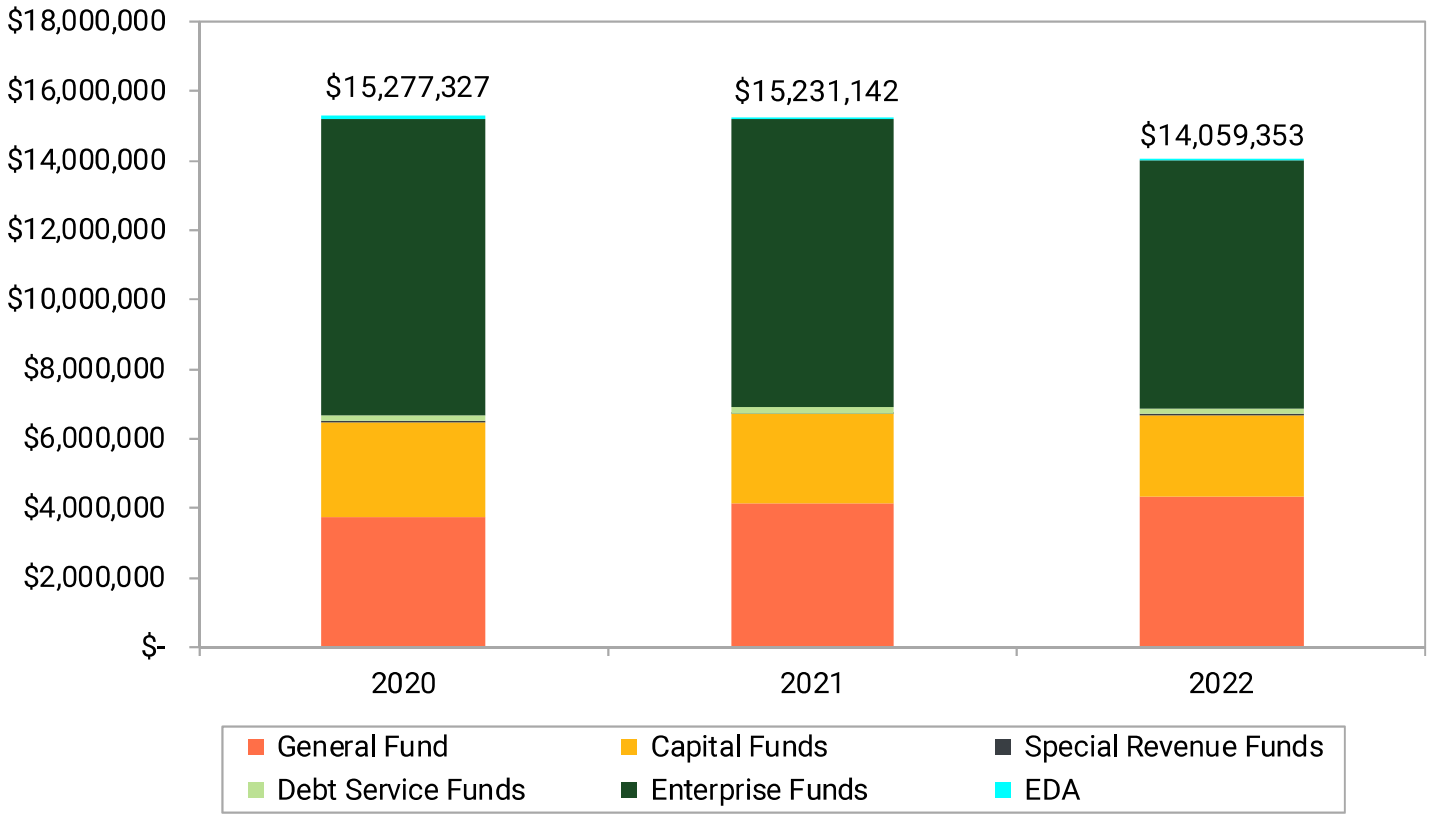
Liquor Fund

	2020		2021		2022		2021 Statewide Average
	Total	Percent	Total	Percent	Total	Percent	%
Sales	$ 2,777,610	100.0 %	$ 2,501,792	100.0 %	$ 2,937,081	100.0 %	100.0
Cost of Sales	2,031,338	73.1	1,899,043	75.9	2,211,211	75.3	73.5
Gross Profit	746,272	26.9	602,749	24.1	725,870	24.7	26.5
Operating Expenses	478,437	17.2	540,121	21.6	726,267	24.7	17.2
Operating Income	267,835	9.6	62,628	2.5	(397)	(0.0)	9.3
Nonoperating Revenues	39,504	1.4	(10,520)	(0.4)	(24,175)	(0.8)	0.6
Transfers Out	(60,000)	(2.2)	(60,000)	(2.4)	(60,000)	(2.0)	(0.2)
Change in Net Position	$ 247,339	8.9 %	$ (7,892)	(0.3) %	$ (84,572)	(2.9) %	9.7
Cash and Temporary Investments	$ 1,982,657		$ 1,204,211		$ 998,920		

Liquor Fund


$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$-
2020
2021
2022
Sales
Cost of Sales
Gross Profit
Operating Expenses
Cash and Temporary Investments

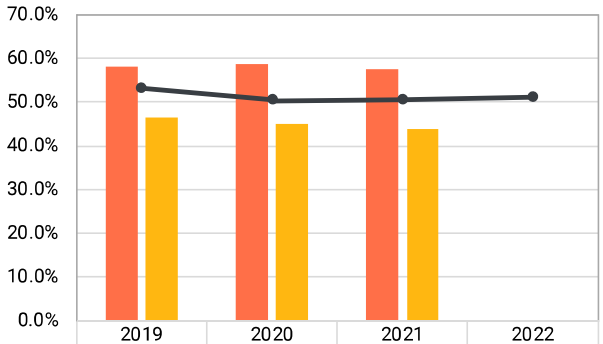
Cash and Investments Balances by Type



Taxes

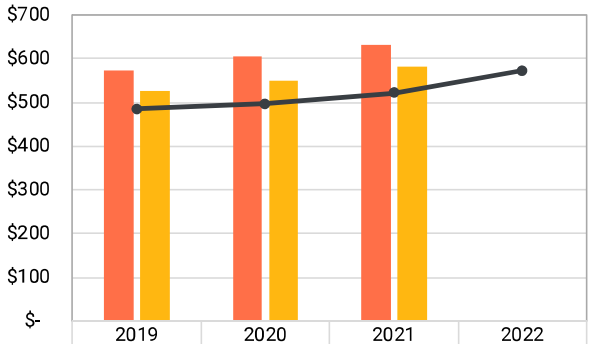
Key Performance Indicators

Tax Rate



	2019	2020	2021	2022
Class 4 Cities	58.1%	58.8%	57.6%	N/A
Cities in Anoka County	46.4%	44.9%	43.7%	N/A
City of St. Francis	53.2%	50.5%	50.6%	51.1%

Taxes Per Capita

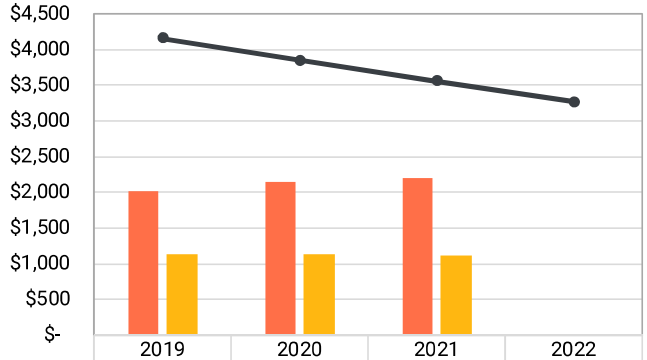


	2019	2020	2021	2022
Class 4 Cities	$574	$606	$630	N/A
Cities in Anoka County	$526	$551	$582	N/A
City of St. Francis	$485	$497	$521	$572

Debt

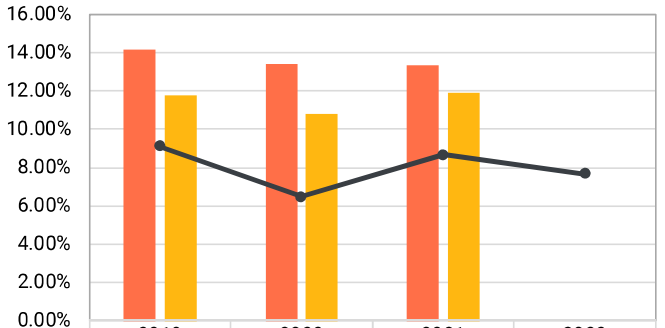
Key Performance Indicators

Debt Per Capita



	2019	2020	2021	2022
Class 4 Cities	$2,005	$2,150	$2,198	N/A
Cities in Anoka County	$1,140	$1,125	$1,110	N/A
City of St. Francis	$4,163	$3,846	$3,554	$3,264

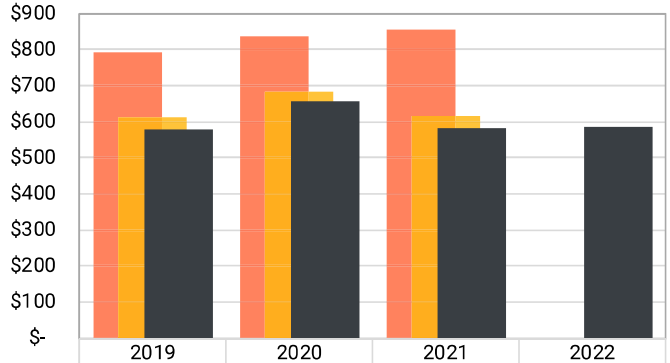
Debt Service Expenditures as a Percent of Total Expenditures



	2019	2020	2021	2022
Class 4 Cities	14.16%	13.39%	13.38%	N/A
Cities in Anoka County	11.78%	10.81%	11.90%	N/A
City of St. Francis	9.11%	6.47%	8.69%	7.69%

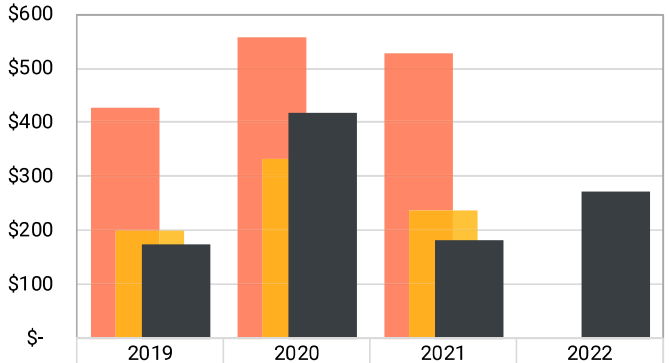
Expenditures
Key Performance Indicators

Current Expenditures Per Capita



	2019	2020	2021	2022
Class 4 Cities	$791	$839	$856	N/A
Cities in Anoka County	$614	$682	$616	N/A
City of St. Francis	$577	$657	$583	$585

Capital Expenditures Per Capita



	2019	2020	2021	2022
Class 4 Cities	$426	$558	$527	N/A
Cities in Anoka County	$201	$331	$238	N/A
City of St. Francis	$175	$418	$182	$273

Your Abdo Team



Andy Berg, CPA
Partner

andrew.berg@abdosolutions.com



Justin Nilson, CPA
Senior Manager

justin.nilson@abdosolutions.com



Jill Knutson
Associate

jill.knutson@abdosolutions.com

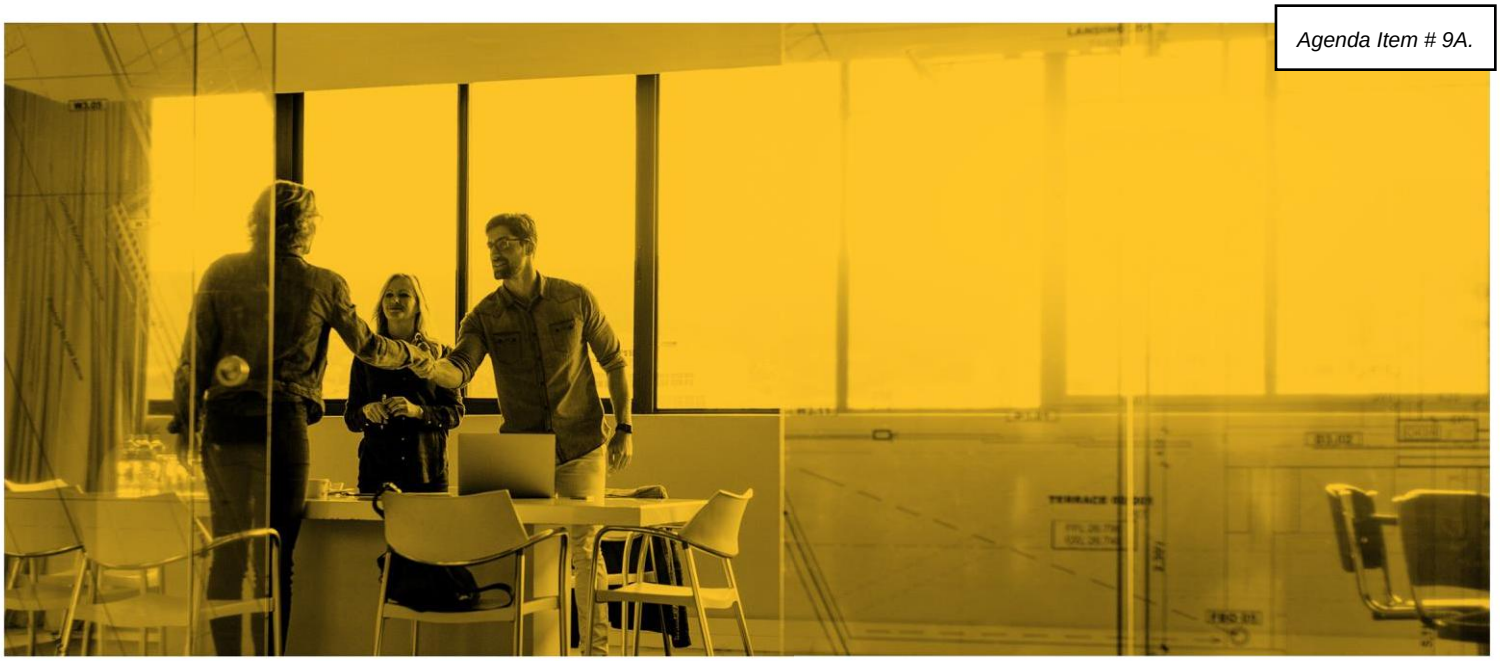


Cierra Nagovsky
Associate

cierra.nagovsky@abdosolutions.com

Ellie Singleton
Intern

ellie.singleton@abdosolutions.com



Executive Governance Summary

City of St. Francis

St. Francis, Minnesota

For the year ended December 31, 2022

Abdo
Lighting the path forward

Edina Office
5201 Eden Avenue, Ste 250
Edina, MN 55436
P 952.835.9090

Mankato Office
100 Warren Street, Ste 600
Mankato, MN 56001
P 507.625.2727

Scottsdale Office
14500 N Northsight Blvd, Ste 233
Scottsdale, AZ 85260
P 480.864.5579

May 9, 2023

Management, Honorable Mayor and City Council
City of St. Francis, Minnesota

We have audited the financial statements of the governmental activities, the business-type activities, discretely presented component unit, each major fund and the aggregate remaining fund information of the City of St. Francis, Minnesota (the City), for the year ended December 31, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated December 21, 2022. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We consider the deficiency below as item 2022-001 to be a significant deficiency.

2022-001 **Limited Segregation of Duties**

Condition: During our audit we reviewed procedures over cash receipts, cash disbursements, payroll, financial reporting, and capital assets and found the City to have limited segregation of duties over those transaction cycles.

Criteria: There are four general categories of duties: authorization, custody, recording and reconciliation. In an ideal system, different employees perform each of these four major functions. In other words, no one person has control of two or more of these responsibilities.

Cause: One employee of the City (Finance Director) is responsible for all four general categories in the transaction cycles listed above.

Effect: The existence of this limited segregation of duties increases the risk of fraud and error.

Recommendation: While we recognize the number of staff is not large enough to eliminate this deficiency, we recommend that the City evaluate the current procedures and segregate duties where possible and implement any compensating controls. It is important that the City Council is aware of this condition and monitor all financial information.

Management Response:

Management recognizes that it is not economically feasible to correct this finding, however is aware of the deficiency and is relying on oversight by management and the City Council to monitor this deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instance of noncompliance or other matters that are required to be reported under Minnesota statutes.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. The City changed accounting policies during the year ended June 30, 2022 related to the accounting and financial reporting for lease activities (GASB 87). All significant transactions have been recognized in the financial statements in the proper period. Our opinion is not modified with respect to this matter.

Accounting estimates are an integral part of the financial statements prepared by management and are ba
management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements are included below:

- Management's estimate of depreciation is based on estimated useful lives of the assets. Depreciation is calculated using the straight-line method.
- Allocations of gross wages and payroll benefits are approved by City Council within the City's budget and are derived from each employee's estimated time to be spent servicing the respective functions of the City. These allocations are also used in allocating accrued compensated absences payable.
- Management's estimate of its pension liability is based on several factors including, but not limited to, anticipated investment return rate, retirement age for active employees, life expectancy, salary increases and form of annuity payment upon retirement.
- Management's estimate of its lease receivable is based on the present value of lease payments expected to be received during the lease term.

We evaluated the key factors and assumptions used to develop these accounting estimates in determining that it is reasonable in relation to the financial statements taken as a whole. The disclosures in the financial statements are neutral, consistent, and clear. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit or the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated May 9, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Matters

We applied certain limited procedures to the required supplementary information (RSI) (Management's Discussion and Analysis, the Schedules of Employer's Share of the Net Pension Liability, the Schedules of Employer's Contributions, and the Schedule of Changes in Net Pension Liability (Asset) and Related Ratios), which is information that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information (Combining and Individual Fund Financial Statements and Schedules) , which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory section or statistical sections, which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on them.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Future Accounting Standard Changes

The following Governmental Accounting Standards Board (GASB) Statements have been issued and may have an impact on future City financial statements: [1]

GASB Statement No. 94 - *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*

Summary

The primary objective of this Statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). As used in this Statement, a PPP is an arrangement in which a government (the transferor) contracts with an operator (a governmental or nongovernmental entity) to provide public services by conveying control of the right to operate or use a nonfinancial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction. Some PPPs meet the definition of a service concession arrangement (SCA), which the Board defines in this Statement as a PPP in which (1) the operator collects and is compensated by fees from third parties; (2) the transferor determines or has the ability to modify or approve which services the operator is required to provide, to whom the operator is required to provide the services, and the prices or rates that can be charged for the services; and (3) the transferor is entitled to significant residual interest in the service utility of the underlying PPP asset at the end of the arrangement.

This Statement also provides guidance for accounting and financial reporting for availability payment arrangements (APAs). As defined in this Statement, an APA is an arrangement in which a government compensates an operator for services that may include designing, constructing, financing, maintaining, or operating an underlying nonfinancial asset for a period of time in an exchange or exchange-like transaction.

Effective Date and Transition

The requirements of this Statement are effective for fiscal years beginning after June 15, 2022, and all reporting periods thereafter. Earlier application is encouraged.

PPPs should be recognized and measured using the facts and circumstances that exist at the beginning of the period of implementation (or if applicable to earlier periods, the beginning of the earliest period restated).

How the Changes in This Statement Will Improve Accounting and Financial Reporting

The requirements of this Statement will improve financial reporting by establishing the definitions of PPPs and APAs and providing uniform guidance on accounting and financial reporting for transactions that meet those definitions. That uniform guidance will provide more relevant and reliable information for financial statement users and create greater consistency in practice. This Statement will enhance the decision usefulness of a government's financial statements by requiring governments to report assets and liabilities related to PPPs consistently and disclose important information about PPP transactions. The required disclosures will allow users to understand the scale and important aspects of a government's PPPs and evaluate a government's future obligations and assets resulting from PPPs.

Future Accounting Standard Changes (Continued)

GASB Statement No. 96 - *Subscription-Based Information Technology Arrangements*

Summary

This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset - an intangible asset - and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, Leases, as amended.

Under this Statement, a government generally should recognize a right-to-use subscription asset - an intangible asset - and a corresponding subscription liability. A government should recognize the subscription liability at the commencement of the subscription term, - which is when the subscription asset is placed into service. The subscription liability should be initially measured at the present value of subscription payments expected to be made during the subscription term. Future subscription payments should be discounted using the interest rate the SBITA vendor charges the government, which may be implicit, or the government's incremental borrowing rate if the interest rate is not readily determinable. A government should recognize amortization of the discount on the subscription liability as an outflow of resources (for example, interest expense) in subsequent financial reporting periods.

This Statement provides an exception for short-term SBITAs. Short-term SBITAs have a maximum possible term under the SBITA contract of 12 months (or less), including any options to extend, regardless of their probability of being exercised. Subscription payments for short-term SBITAs should be recognized as outflows of resources.

This Statement requires a government to disclose descriptive information about its SBITAs other than short-term SBITAs, such as the amount of the subscription asset, accumulated amortization, other payments not included in the measurement of a subscription liability, principal and interest requirements for the subscription liability, and other essential information.

Effective Date and Transition

The requirements of this Statement are effective for fiscal years beginning after June 15, 2022, and all reporting periods thereafter. Earlier application is encouraged. Assets and liabilities resulting from SBITAs should be recognized and measured using the facts and circumstances that existed at the beginning of the fiscal year in which this Statement is implemented. Governments are permitted, but are not required, to include in the measurement of the subscription asset capitalizable outlays associated with the initial implementation stage and the operation and additional implementation stage incurred prior to the implementation of this Statement.

How the Changes in This Statement Will Improve Accounting and Financial Reporting

The requirements of this Statement will improve financial reporting by establishing a definition for SBITAs and providing uniform guidance for accounting and financial reporting for transactions that meet that definition. That definition and uniform guidance will result in greater consistency in practice. Establishing the capitalization criteria for implementation costs also will reduce diversity and improve comparability in financial reporting by governments. This Statement also will enhance the relevance and reliability of a government's financial statements by requiring a government to report a subscription asset and subscription liability for a SBITA and to disclose essential information about the arrangement. The disclosures will allow users to understand the scale and important aspects of a government's SBITA activities and evaluate a government's obligations and assets resulting from SBITAs.

Future Accounting Standard Changes (Continued)

GASB Statement No. 98 - *The Annual Comprehensive Financial Report*

Summary

This Statement establishes the term annual comprehensive financial report and its acronym ACFR. That new term and acronym replace instances of comprehensive annual financial report and its acronym in generally accepted accounting principles for state and local governments.

This Statement was developed in response to concerns raised by stakeholders that the common pronunciation of the acronym for comprehensive annual financial report sounds like a profoundly objectionable racial slur. This Statement's introduction of the new term is founded on a commitment to promoting inclusiveness.

Effective Date and Transition

The requirements of this Statement are effective for fiscal years ending after December 15, 2021. Earlier application is encouraged.

GASB Statement No. 99 - *Omnibus 2022*

Summary

The objectives of this Statement are to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing (1) practice issues that have been identified during implementation and application of certain GASB Statements and (2) accounting and financial reporting for financial guarantees. The practice issues addressed by this Statement are as follows:

- Classification and reporting of derivative instruments within the scope of Statement No. 53, *Accounting and Financial Reporting for Derivative Instruments*, that do not meet the definition of either an investment derivative instrument or a hedging derivative instrument
- Clarification of provisions in Statement No. 87, *Leases*, as amended, related to the determination of the lease term, classification of a lease as a short-term lease, recognition and measurement of a lease liability and a lease asset, and identification of lease incentives
- Clarification of provisions in Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, related to (a) the determination of the public-private and public-public partnership (PPP) term and (b) recognition and measurement of installment payments and the transfer of the underlying PPP asset
- Clarification of provisions in Statement No. 96, *Subscription-Based Information Technology Arrangements*, related to the subscription-based information technology arrangement (SBITA) term, classification of a SBITA as a short-term SBITA, and recognition and measurement of a subscription liability
- Extension of the period during which the London Interbank Offered Rate (LIBOR) is considered an appropriate benchmark interest rate for the qualitative evaluation of the effectiveness of an interest rate swap that hedges the interest rate risk of taxable debt
- Accounting for the distribution of benefits as part of the Supplemental Nutrition Assistance Program (SNAP)
- Disclosures related to nonmonetary transactions
- Pledges of future revenues when resources are not received by the pledging government

Future Accounting Standard Changes (Continued)

- Clarification of provisions in Statement No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments*, as amended, related to the focus of the government-wide financial statements

- Terminology updates related to certain provisions of Statement No. 63, Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position

- Terminology used in Statement 53 to refer to resource flows statements.

Effective Date and Transition

The requirements of this Statement that are effective as follows:

- The requirements related to extension of the use of LIBOR, accounting for SNAP distributions, disclosures of nonmonetary transactions, pledges of future revenues by pledging governments, clarification of certain provisions in Statement 34, as amended, and terminology updates related to Statement 53 and Statement 63 are effective upon issuance.

- The requirements related to leases, PPPs, and SBITAs are effective for fiscal years beginning after June 15, 2022, and all reporting periods thereafter.

- The requirements related to financial guarantees and the classification and reporting of derivative instruments within the scope of Statement 53 are effective for fiscal years beginning after June 15, 2023, and all reporting periods thereafter.

The Board considered the effective dates for the requirements of this Statement in light of the COVID-19 pandemic and in concert with Statement No. 95, *Postponement of the Effective Dates of Certain Authoritative Guidance*.

How the Changes in This Statement Will Improve Accounting and Financial Reporting

The requirements of this Statement will enhance comparability in the application of accounting and financial reporting requirements and will improve the consistency of authoritative literature. Consistent authoritative literature enables governments and other stakeholders to more easily locate and apply the correct accounting and financial reporting provisions, which improves the consistency with which such provisions are applied. The comparability of financial statements also will improve as a result of this Statement. Better consistency and comparability improve the usefulness of information for users of state and local government financial statements.

Future Accounting Standard Changes (Continued)

GASB Statement No. 100 - *Accounting Changes and Error Corrections - an amendment of GASB Statement No. 62*

Summary

The primary objective of this Statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability.

This Statement defines *accounting changes* as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes. As part of those descriptions, for (1) certain changes in accounting principles and (2) certain changes in accounting estimates that result from a change in measurement methodology, a new principle or methodology should be justified on the basis that it is preferable to the principle or methodology used before the change. That preferability should be based on the qualitative characteristics of financial reporting—understandability, reliability, relevance, timeliness, consistency, and comparability. This Statement also addresses corrections of errors in previously issued financial statements.

This Statement prescribes the accounting and financial reporting for (1) each type of accounting change and (2) error corrections. This Statement requires that (a) changes in accounting principles and error corrections be reported retroactively by restating prior periods, (b) changes to or within the financial reporting entity be reported by adjusting beginning balances of the current period, and (c) changes in accounting estimates be reported prospectively by recognizing the change in the current period. The requirements of this Statement for changes in accounting principles apply to the implementation of a new pronouncement in absence of specific transition provisions in the new pronouncement. This Statement also requires that the aggregate amount of adjustments to and restatements of beginning net position, fund balance, or fund net position, as applicable, be displayed by reporting unit in the financial statements.

This Statement requires disclosure in notes to financial statements of descriptive information about accounting changes and error corrections, such as their nature. In addition, information about the quantitative effects on beginning balances of each accounting change and error correction should be disclosed by reporting unit in a tabular format to reconcile beginning balances as previously reported to beginning balances as restated.

Furthermore, this Statement addresses how information that is affected by a change in accounting principle or error correction should be presented in required supplementary information (RSI) and supplementary information (SI). For periods that are earlier than those included in the basic financial statements, information presented in RSI or SI should be restated for error corrections, if practicable, but not for changes in accounting principles.

Effective Date and Transition

The requirements of this Statement are effective for accounting changes and error corrections made in fiscal years beginning after June 15, 2023, and all reporting periods thereafter. Earlier application is encouraged.

Future Accounting Standard Changes (Continued)

How the Changes in This Statement Will Improve Accounting and Financial Reporting

The requirements of this Statement will improve the clarity of the accounting and financial reporting requirements for accounting changes and error corrections, which will result in greater consistency in application in practice. In turn, more understandable, reliable, relevant, consistent, and comparable information will be provided to financial statement users for making decisions or assessing accountability. In addition, the display and note disclosure requirements will result in more consistent, decision useful, understandable, and comprehensive information for users about accounting changes and error corrections.

GASB Statement No. 101 - *Compensated Absences*

Summary

The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures.

This Statement requires that liabilities for compensated absences be recognized for (1) leave that has not been used and (2) leave that has been used but not yet paid in cash or settled through noncash means. A liability should be recognized for leave that has not been used if (a) the leave is attributable to services already rendered, (b) the leave accumulates, and (c) the leave is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. Leave is attributable to services already rendered when an employee has performed the services required to earn the leave. Leave that accumulates is carried forward from the reporting period in which it is earned to a future reporting period during which it may be used for time off or otherwise paid or settled. In estimating the leave that is more likely than not to be used or otherwise paid or settled, a government should consider relevant factors such as employment policies related to compensated absences and historical information about the use or payment of compensated absences. However, leave that is more likely than not to be settled through conversion to defined benefit postemployment benefits should not be included in a liability for compensated absences.

This Statement requires that a liability for certain types of compensated absences—including parental leave, military leave, and jury duty leave—not be recognized until the leave commences. This Statement also requires that a liability for specific types of compensated absences not be recognized until the leave is used.

This Statement also establishes guidance for measuring a liability for leave that has not been used, generally using an employee's pay rate as of the date of the financial statements. A liability for leave that has been used but not yet paid or settled should be measured at the amount of the cash payment or noncash settlement to be made. Certain salary-related payments that are directly and incrementally associated with payments for leave also should be included in the measurement of the liabilities.

With respect to financial statements prepared using the current financial resources measurement focus, this Statement requires that expenditures be recognized for the amount that normally would be liquidated with expendable available financial resources.

Effective Date and Transition

The requirements of this Statement are effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter. Earlier application is encouraged.

Future Accounting Standard Changes (Continued)

How the Changes in This Statement Will Improve Accounting and Financial Reporting

The unified recognition and measurement model in this Statement will result in a liability for compensated absences that more appropriately reflects when a government incurs an obligation. In addition, the model can be applied consistently to any type of compensated absence and will eliminate potential comparability issues between governments that offer different types of leave.

The model also will result in a more robust estimate of the amount of compensated absences that a government will pay or settle, which will enhance the relevance and reliability of information about the liability for compensated absences

(1) *Note*. From GASB Pronouncements Summaries. Copyright 2022 by the Financial Accounting Foundation, 401 Merritt 7, Norwalk, CT 06856, USA, and is reproduced with permission.

* * * *

Restriction on Use

This purpose of this communication is solely for the information and use of the City Council and management of the City and is not intended to be, and should not be used by anyone other than those specified parties.

Our audit would not necessarily disclose all weaknesses in the system because it was based on selected tests of the accounting records and related data. The comments and recommendations in the report are purely constructive in nature, and should be read in this context.

If you have any questions or wish to discuss any of the items contained in this letter, please feel free to contact us at your convenience. We wish to thank you for the continued opportunity to be of service and for the courtesy and cooperation extended to us by your staff.

Abdo

Abdo
Minneapolis, Minnesota
May 9, 2023

City of St. Francis

CITY COUNCIL AGENDA REPORT

TO: Mayor and Council

FROM: Kate Thunstrom, City Administrator

SUBJECT: Real Property Acceptance from EDA

DATE: May 15, 2023

OVERVIEW:

In an effort to develop a city facility at the Bridge and Ambassador intersection, there is a need to combine the eight parcels in which the building and stormwater will occupy. Currently the site is made up by four City owned parcels and four EDA owned parcels.

The transfer of property will be the EDA parcels to the City for the development of the project.

ACTION TO BE CONSIDERED:

Council to consider approving accepting EDA parcels for the development of the new City facility.

Attachments:

- Resolution 2023-21 Approving the transfer of Property and Granting Signatory Authority.

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

RESOLUTION 2023-21

A RESOLUTION APPROVING THE TRANSFER OF PROPERTY AND GRANTING SIGNATORY AUTHORITY

WHEREAS, the City Council for the City of St. Francis, Minnesota hereby approves the transfer of real property from the St. Francis Economic Development Authority to the City of St. Francis located at:

- 3772 Bridge Street, PID 32-34-24-34-0012
- PID 32-34-24-34-0013
- 22951 Ambassador Blvd NW, PID 32-34-24-34-0010
- PID 32-34-24-34-0009

NOW THEREFORE BE IT RESOLVED that the City Council for the City of St. Francis Minnesota hereby authorizes Kate Thunstrom, City Administrator and Steven D. Feldman, Mayor to execute any and all necessary and reasonable documents to effectuate the transfer of the above referenced real property from the St. Francis Economic Development Authority, including but not limited to purchase agreement, closing documents and any other necessary or beneficial documents which are reasonable and customary.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 1st DAY OF MAY, 2023.

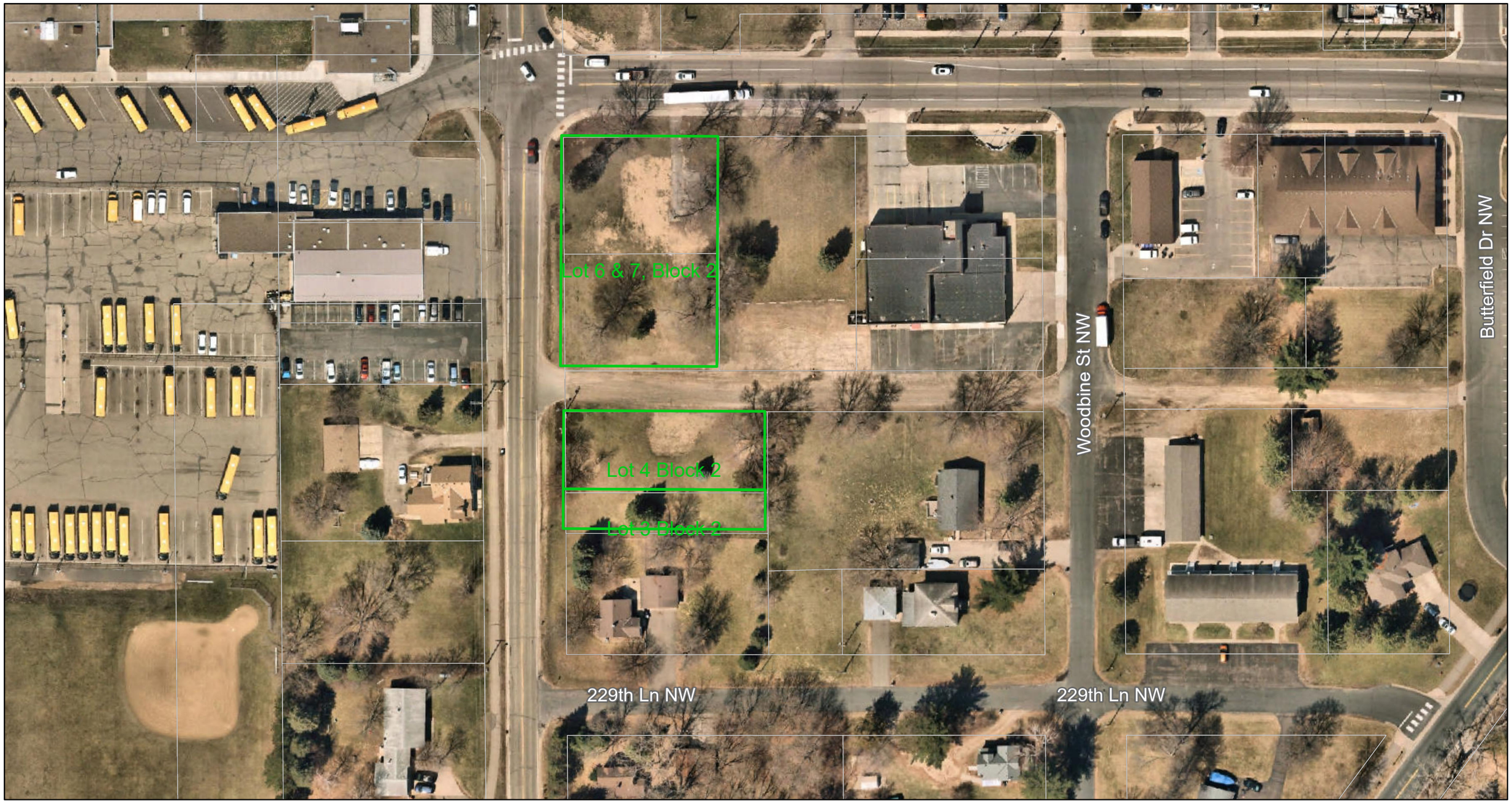
APPROVED:

ATTEST:

_____
Steven D. Feldman, Mayor

_____
Jennifer Wida, City Clerk

City of St Francis, MN



April 12, 2023

Parcels

St. Francis City Boundary

1:933

0 62.5 125 250 ft

0 15 30 60 m

City of St. Francis

CITY COUNCIL AGENDA REPORT

TO: Mayor and Council

FROM: Kate Thunstrom, City Administrator

SUBJECT: Real Property Transfer to the EDA

DATE: May 15, 2023

OVERVIEW:

In an effort to further redevelopment opportunities Staff proposes the transfer of Real Property located north of the 3731 Bridge property to be transferred to the EDA. This will allow the EDA to act as one seller for a project and work with a single developer. Additionally, this will allow the EDA to place performance measurements upon the property when it is sold holding new ownership responsible for a timely build/development.

This transfer was reviewed by the Planning Commission and found to be consistent with the Comprehensive Plan.

There is not a pending purchase agreement or offer the parcels that are impacted by this decision. The city continues its efforts to complete the title work and property markers on this and EDA properties. These steps must be completed before the property can be sold.

ACTION TO BE CONSIDERED:

Council to consider approving the transfer of real property to the EDA and granting signatory authority for the title transfer.

Attachments:

- Resolution 2023-22 Approving the Transfer of Property and Granting Signatory Authority.
- Map
- Warranty Deed

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

RESOLUTION 2023-22

A RESOLUTION APPROVING THE TRANSFER OF PROPERTY AND GRANTING SIGNATORY AUTHORITY

WHEREAS, the City of St. Francis (the "City") is the owner of certain real property legally described as set forth in Exhibit A (the "Property"); and

WHEREAS, the Property is currently vacant land; and

WHEREAS, there is no future use of the Property contemplated by the City; and

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

WHEREAS, the City desires to work in conjunction with the City of St. Francis Economic Development Authority (the "EDA") to facilitate the conveyance of the Property for future development; and

WHEREAS, the City is authorized to convey real property to the EDA pursuant to Minnesota Statutes, Sections 465.035 and 471.64; and

WHEREAS, the City and the EDA have followed applicable statutory provisions, including but not limited to, Minnesota Statutes, Section 465.035, Minnesota Statutes, Section 469.101 and Minnesota Statutes, Section 471.64, in authorizing the conveyance of the Property; and

WHEREAS, the City has determined it is most cost effective to convey the Property to the EDA in consideration of one dollar ($1.00) and other good and valuable consideration pursuant to this Resolution and a standard quit claim deed; and

WHEREAS, the Property shall be subsequently conveyed by the EDA pursuant to Minnesota Statutes, Section 469.105 for development purposes; and

WHEREAS, the City finds and determines that conveyance of the Property as contemplated herein to the EDA is for a public purpose and is in the public interest.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT:

1. That the City Council for the City of St. Francis Minnesota hereby approves the conveyance of the Property to the EDA pursuant to Minnesota Statutes, Section 465.035 and Minnesota Statutes Section 471.64 authorizes Kate Thunstrom, City Administrator and Steven D. Feldman, Mayor to execute any and all necessary and reasonable documents to effectuate the transfer of the above referenced real property to the St. Francis Economic

Development Authority, including but not limited to purchase agreement, closing d
and any other necessary or beneficial documents which are reasonable and customary.

2. The City Council finds and determines that the requirements of Minnesota Statutes, Section 462.356, subdivision 2 are hereby satisfied.

3. The City Council finds and determines that the transaction herein referenced and contemplated is for a public purpose and is in the public interest.

4. The Mayor and City Administrator, staff and City Attorney are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 1st DAY OF MAY, 2023.

APPROVED:

ATTEST:

_____
Steven D. Feldman, Mayor

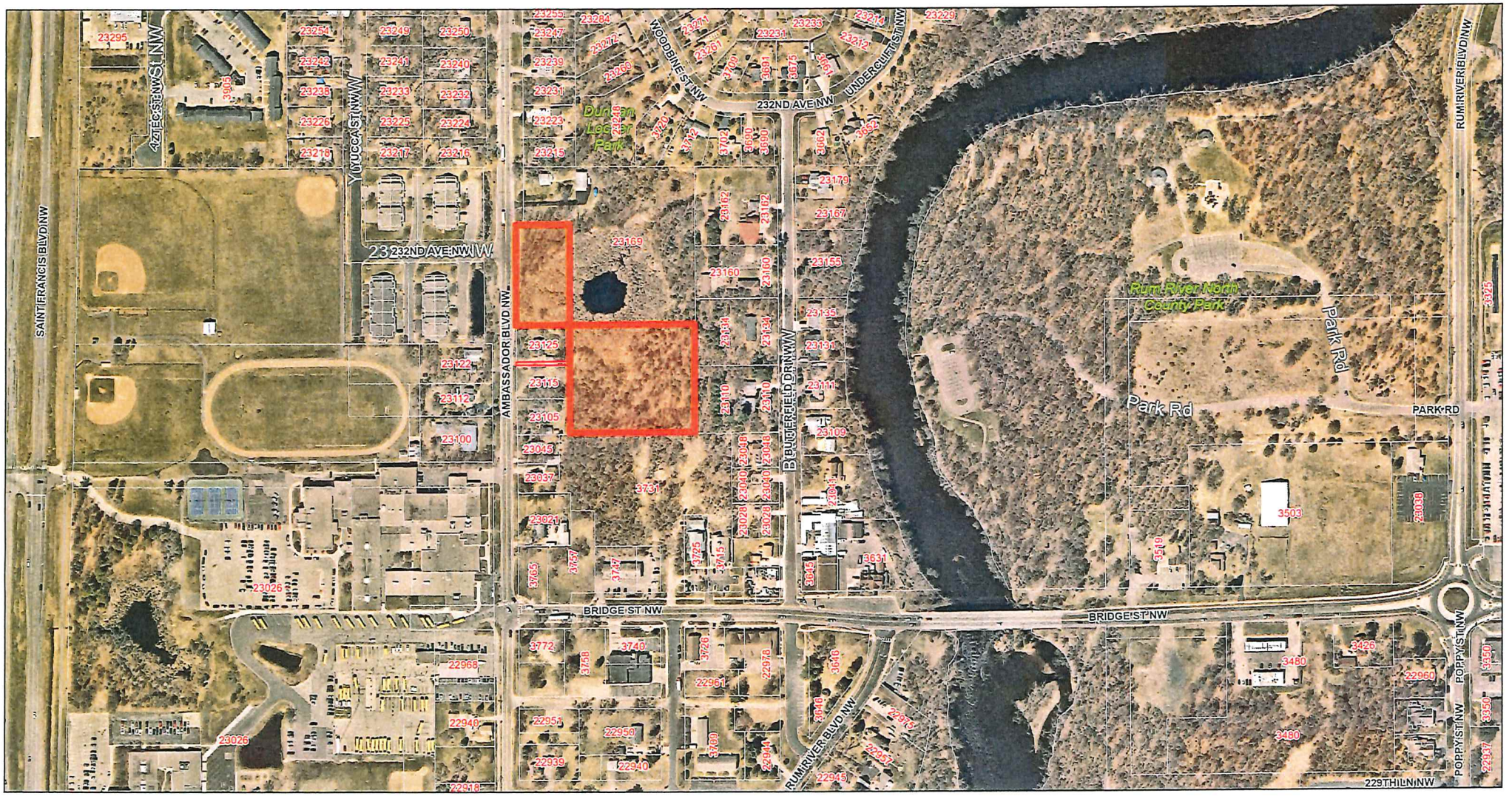
_____
Jennifer Wida, City Clerk

EXHIBIT A

Property Description

PID 32-34-24-31-0016

City of St Francis, MN



March 29, 2023

Address Labels

Road Labels

Parcels

St. Francis City Boundary

1:3,146

0 215 430 860 ft

0 62.5 125 250 m

Agenda Item # 9C.

(Top 3 inches reserved for recording data)

WARRANTY DEED
Business Entity to Business Entity

eCRV number: _____

DEED TAX DUE: $_____ DATE: _____, 2023

FOR VALUABLE CONSIDERATION, the **CITY OF ST. FRANCIS**, a Minnesota municipal corporation ("**Grantor**"), hereby conveys and warrants to **ECONOMIC DEVELOPMENT AUTHORITY FOR THE CITY OF ST. FRANCIS**, a public body corporate and politic ("**Grantee**"), real property in **Anoka County**, Minnesota, legally described as follows:

Parcel B: That part of Outlot 19, Village of St. Francis, lying west of the westerly right of way line of Butterfield Drive, except the East 230 feet thereof; also except the West 150 feet of the South 190 feet of said Outlot; also except the North 100 feet of the South 300 feet of the West 150 feet of said Outlot; also except that part of said Outlot described as follows: Beginning at a point on the north line of said Outlot 230 feet west of the intersection with said westerly right of way line and said north line; thence westerly along said north line to the northeast corner of Outlot 18; thence southerly along the east line of said Outlot 18 to the southeast corner of said Outlot 18; thence westerly along the south line of said Outlot 18, 81 feet; thence south at a right angle 284.74 feet; thence east at right angle 341 feet, more or less, to a point 230 feet west of said westerly right of way line; thence northerly parallel with said westerly right of way line to the point of beginning, according to the plat thereof on file and of record in the office of the County Recorder, Anoka County, Minnesota,

AND

The South 200 feet of the West 150 feet of Outlot 19, VILLAGE OF ST. FRANCIS, excepting the South 100 feet thereof and excepting the North 10 feet thereof, Anoka County, Minnesota.

Check here if all or part of the described real property is Registered (Torrens) ☐

The total consideration for this transaction is less than $3,000.00.

Together with all hereditaments and appurtenances belonging thereto, subject to rights, reservations, restrictions and easements of record.

Check applicable box:

☐ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: **[…]**.)

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

GRANTOR:

THE CITY OF ST. FRANCIS,
a Minnesota municipal corporation

By: _____
Steven D. Feldman
Its: Mayor

By: _____
Jenni Wida
Its: City Clerk

State of Minnesota, County of Anoka

This instrument was acknowledged before me on _____, 2023, by Steven D. Feldman, the Mayor of the City of St. Francis, a Minnesota municipal corporation, on behalf of said municipal corporation.

(Stamp)

_____
Signature of notarial officer

Title (and Rank): _____

My commission expires: _____
(month/day/year)

State of Minnesota, County of Anoka

This instrument was acknowledged before me on _____, 2023, by Jenni Wida, the City Clerk of the City of St. Francis, a Minnesota municipal corporation, on behalf of said municipal corporation.

(Stamp)

_____
Signature of notarial officer

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

Barna, Guzy & Steffen, Ltd. (CMS)
400 Northtown Financial Plaza
200 Coon Rapids Boulevard N.W.
Minneapolis, Minnesota 55433
763-780-8500

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

Economic Development Authority for the City of St. Francis
22340 Cree Street NW
St. Francis, MN 55070

2582879v1

City of St. Francis

CITY COUNCIL AGENDA REPORT

TO: Mayor and Council

FROM: Kate Thunstrom, City Administrator

SUBJECT: Personnel Policy Update

DATE: May 15, 2023

OVERVIEW:

On April 24th, Council and Staff worked through an extensive revision to the City Personnel Policy. This policy was originally created in 2006 and limited updates completed in the last 17 years. Today's updates requested are due to changes in staffing structures, legal or law updates and process updates.

There was a request to ensure we address City policy on mileage reimbursement. After the work session it was identified that the policy contained language in Section 13, under Travel and Meal expenses.

The following identifies the effective date of changes made:

- Table of Contents, Section 1 through Section 8 – Immediate
- Section 9, all changes are immediate except for Vacation – effective January 1, 2024
- Section 10, all changes are immediate, except for Retirement Notice program and Severance Pay – effective January 1, 2024
- Section 11 through Section 15, immediate

Administration will provide an opportunity for all staff to address questions on the policy updates. The dates and times below have been set aside for all staff to have access to Admin for clarity and questions.

- PPW –, Wednesday May 31st 1 – 3 pm
- City Hall –Tuesday, June 6th 1-3 pm

ACTION TO BE CONSIDERED:

Council to adopt the updated Personnel Policy with the effective dates as outlined above

Attachments:

- Executive Summary dated 04-24-2023
- Final Personnel Policy

City of St. Francis

To: City Council

From: Kate Thunstrom, City Administrator

Date: 04-24-2023

Subject: Executive Summary of Personal

The original Personnel Policy was adopted in 2006. Changes since adoptions include:

- 01-30-2007 – severance pay, sick leave, MSRS sick leave, code of conduct
- 05-05-2008 –conduct to include Council, probationary period, remove School Leave
- 08-06-2012 – removed tuition reimbursement
- 12-05-2016 – remove language related to relatives being supervised by relative
- 11-06-2017 – add health insurance removing stipend
- **xx-xx-2023 - proposed changes to take effect January 1, 2024**, unless update related to State law

A personnel policy should be treated as a living document, reviewed and updated when laws and employment practices change. The following steps were completed as part of the development of the updated language presented today:

- Review of applicable laws and legal requirements
- Meeting with Department Heads to understand concerns and needed updates
- Meeting with Personnel Committee (all dept's represented) for concerns, ideas and comments
- Meeting with City Hall staff for concerns, ideas and comments
- Review of multiple cities and Policies from LMC
- Department Head discussion of proposed changes and comment
- Legal Review of all proposed changes

<u>Changes to a personnel policy must not be looked at a person-by-person or dept-by-dept want/need, but a policy that meets the needs of all employees, in bargaining units and not, seasonal, PT and full time and a policy that can address the needs of various job duties, hours and schedule requirements.</u>

Proposed changes can be broken down into four categories, some overlapping.

1) housekeeping of, or repositioning of, existing language in policy

2) policy to address changes by Federal and State laws

3) inclusion of language regarding how the city is currently operating

4) new policy concepts supporting attraction, longevity and succession planning

The Multiple colors of edits have no significance in value or meaning. Four individuals worked within this document and tracking assigns different colors to each editor, and not consistently.

This is the first set of policy updates. Staff is working on several additional pieces that will come forward this fall/winter. Those include:

a. Wellness and mental health Policy
b. Metro Inet Computer Policy
c. Legislative policies, including Sick Leave pay, Disability Act, PT Sick leave, etc. Several bills are being followed and staff will update as necessary.

Executive Summary of changes proposed:

Changes to the policy broken down by their existing Section are as follows:

Table of Contents.

- This section will be updated when language is agreed upon

Section 1 – Definitions, page 8

- Seasonal employee definition update

Section 2 – Introduction, page 10

- Purpose. Updated language that this is not a contract and sections are independent
- Scope. Some sections of policy are applicable to Elected Officials, clarification note.
- EEO Policy - New

Section 3 – Citywide Work Rules / Code of Conduct, page 12

- Absence Procedure. Sentence clarification
- Outside Employment
    - Updated to identify that we are concerned about conflict of interest, not having a second employer.
    - Creating a process for the city if an incident is created and how it will be handled.
- Whistleblower Protections - New

Section 4 – Employee Recruitment and Selection, page 19

- Features of. Updated language to include website, electronic signatures and application materials
- Pre-Employment Exams. Language update from Administrator to Clerk
- Selection. Language update to include Department Heads
- Probationary Period. Language update and clarify step increase (non-unit staff) currently inconsistent

Section 5 – Organization, page 23

- No changes at this time

Section 6 – Compensation, page 25

- Paychecks. Language updates
- Compensatory Time/Overtime
    - Include special events, i.e.; recycling days, elections, etc.
    - Language update
- Leave Policy for Non-Union Exempt Employees.
    - Clarifying department head hours.
    - Identifying that a normal work week is 40 hours. City staff have multiple schedules between departments and seasons.
- Benefits.
  This section was created to identify existing benefits in place and provide a place for benefits to sit within the policy. Existing policy has language misplaced and not identified clearly.

  All benefits identified in this section are already in place.

    - Health, Life, Short and Long-Term Disability.
        - Language was moved over from Section 9
    - Retirement/PERA
    - Minnesota State Retirement Health Care Savings Plan
    - Deferred Compensation
    - Flexible Benefit Plan
    - EAP
    - Clothing Allowance,
    - Cellular Phone Reimbursement
        - Sets a payment structure of consistency

Section 7 – Performance Reviews, page 30

- No changes at this time

Section 8 – Hours of Work, page 31

- Work Schedules. Updated to hours in place
    - Council requested Friday concept, Exhibit A *attached*
- Meal Breaks and Rest Periods –language update
- Reasonable Work Time for Nursing Mothers. - New
- Adverse Weather. Language update and include remote work abilities

Section 9 – Leaves, page 33

- Sick Leave. This section may have additional changes by legislation. Staff continues to monitor and will bring new language forward at a later date if necessary.
- Section E. Update language to meet state law
    - #5, Clarify that the City does not have a Physician but can select one
- Section G. Post Retirement Health Cares Savings Plan. Moved to benefit section.
- Safety leave to meet law - New
- Other Medically Based Leaves to meet law - New

- FMLA language added - New
- Victim or Witness Leave. New
- Holidays
    - Add Juneteenth. (may be effective in 2023, pending legislation)
    - Remove the Day after Thanksgiving as a paid holiday for Staff that do not have a regular Friday work schedule.
    - Make Christmas Eve a full day holiday
    - Language updates to further support the various hours worked by staff across all departments.
    - Remove the Christmas Eve language, redundant
    - See *Exhibit B* attached for how policy change will affect holidays for non-union staff.
- Vacation
    - Proposed update to the schedule, Council to consider updating the Vacation benefit timeline
        - Identifies hours and not days to create consistency
        - Eliminates two steps
    - Limiting non-unit employees to create comp time while utilizing other city benefits
    - Include language already in practice giving flexibility when hiring
- Health/Life/Short- & Long-Term Disability. Moved to Section 6 Benefits
- Severance Pay. Moved to Section 10, Separations
- Job Related Injuries and Illness
    - Clarify need to complete injury form
- Funeral Leave.
    - Renamed and cleaned up language.
    - Existing practice in place, language has not updated to reflect.
- School Conference Leave.
    - Updated to remove 12 months. Employee has ability to take unpaid, does not impact City.
- Elections and Voting
    - Title clean up
    - Updated to address election judge statutes
- Leave without Pay and Medical Layoff
    - Council to provide approvals on long term absences and the continued payment of benefits for employees on leave on a case-by-case basis.

Section 10 – Separations, page 50

- Updated title
- Retirement Notice Program. New
    - Council to consider an incentive for those who meet the qualifications of employment, retirement and notice a benefit for succession planning.
    - This allows the City to fill the position and obtain an understanding of what that employee has put in process for the 10+ years they were in service.

- Severance Pay.
    - Moved from Section 9.
    - City benefit already in place for vacation and sick
    - Council to consider increasing 50% cap based on years of service

Existing sick pay severance:	**Proposed sick pay severance:**
50% of sick time to HSCP Other 50% is forfeited No adjustment for years of service	Create a scale of % paid Balance is forfeited % based on years of service.

    - Add a definition of an employee in good standing

- Returning City Property. New.
    - City needs a mechanism that allows us to hold severance if an employee does not return city owned property.
- Continuation of Benefits Upon Separation (COBRA). Benefit in place by Federal Law

Section 11 – Discipline, page 52

- Include "Harassment" in major offenses.

Section 12 – Grievance Procedure, page 56

- Language correction

Section 13 – Employee Education and Training, page 57

- Travel/Meal allowance. Updates amounts, extremely outdated.

Section 14 – Other Information, page 61

- Smoking
    - Include language to clarify city building and vehicles are smoke free
- News Releases
    - Name updated to Media Request
    - Language updated
- Personal Communication and Use of Social Media - New
    - Sets standard and holds standard of conduct
- Personal Telephone Calls. Updated
- Cellular Telephone Usage.
    - Changed title to clarify and include mobile devices
    - Updated to identify other cellular and mobile devices
- Computer Usage. ON-HOLD
    - Staff is waiting for updates from Metro-Inet to address this section.
- Controlled Substance and Alcohol Testing
    - Updates are being made to reflect the current Federal regulations. Staff will include all required updates prior to the document going to a Council meeting for approval.

- Non-Commercial Drivers
    - Update name to Drug and Alcohol Testing and Drug Free Workplace Act Policy for Non-Commercial Drivers (Non-DOT) to comply with State
- Telecommuting /Extended Work Site Policy - New
    - To include a process for remote and off-site work

Acknowledgement

- Updated.
    - All employees and Council will need to sign an updated acknowledgement.
    - We are also planning to hold open house time for staff to come and ask questions and obtain clarity on updates that are needed.

Next steps:

Council is being requested to review and discuss updates to date and provide staff direction on changes outlined tonight.

EXHIBIT A

SECTION 8 - HOURS OF WORK

A council member has requested staff to look at a City Hall (CH) schedule to possibly be open Fridays from 8am to 12pm.

Currently City Hall is open Monday-Thursday 7am to 5:30 pm. These hours were created in July 2008. The original memo to Council is *attached*.

All CH staff were engaged in a discussion about a schedule that includes Fridays. Staff comments included:

- A minimum of two staff besides Phil in the office on Friday if we opened with limited staff
- If there is limited staff, the structure would require an on-call person due to illnesses and emergency situations.
- If there were only two staff on Friday, a couple staff felt it was unsafe, request lobby closed for safety, people could schedule appointments for in-person
- If all staff were to work on Fridays that CH hours should shift to 7:00 – 4:30 pm M – Th
- If schedule changes, start the new schedule in late fall or first of the new year. Several staff identified plans and appointments already scheduled based on the existing schedule. If implemented to soon would cause several Fridays where we are short staffed.
- Couple staff identified they would consider other employment opportunities. City is not competitive with remote or flexible schedules as many other organizations are.
- For department heads who have Friday meetings or work requirements, needs are still being met. Having ability to do this remote has not stopped work from being completed.

Concerns or other comments raised include:

- Elections, during the 45 days prior to an election, if we are open on Fridays it will require that CH is staffed with qualified election judges
- Department heads and staff attending night meetings and events would need to adjust time from M-Th schedule

Considerations for opening Friday

- Have two hourly staff permanently change hours and create an on-call process
- Have all staff permanently change hours creating a M-Th 7-4:30 and F 8-12

July 21, 2008

TO: Mayor & City Council

FROM: Matt Hylen, Administrator

RE: 4-10 hour days

At our July 7, 2008 City Council meeting, we discussed the possibility of piloting a 4 day 10 hour work week. We all should be focused on customer service and public access as our top priority. I have discussed this idea with the management staff as well as heard from several employees. For discussion purposes this memo will assume a 7:00am start time with a 5:30pm closing time. I will first attempt to give a list of pros and then cons. Some of the pros may also be cons, depending on your point of view. I submit the following:

Pros:

1. Customer Service-Increased accessibility to City Hall: This schedule would allow our citizens to be able to contact City Hall face-to-face before or after they attend their workplace. Currently, we are open at 8:00 am and closed at 4:30 pm.
2. Utility Savings: By only heating or cooling City Hall 4 days verses 5 days, there is some savings. We would use programmable thermostats to better utilize the energy savings. Currently our programmable thermostats are 5 day/2 day programmable.
3. Employee Savings: Although this is not a large as some for our City Hall, it is still a "commuting" savings for the employee. Note: most or our City Hall employees do not drive too far. This would change on every employee turnover.
4. Most employees appreciate having a full day off regularly, which still preserving full-time income.
5. Personal Appointments: Employee should have less sick days due to physician appointments. These could be scheduled on their off-days.

Cons:

1. Customer Service-Decreased accessibility to City Hall: This schedule would not allow any customer to direct face-to-face communication on Fridays. (Note: Fridays are assumed in this discussion due to Monday City Council Meetings)
2. Public Perception: Some may think this is nothing more than an avenue for employees to have regular 3-day weekends.

3. Mental Fatigue: While there are currently days where employees work this many hours already, having this schedule regularly can be physically and mentally draining.
4. Child Care: This is currently not an issue for our employees, but could be in the future.
5. After Hour Activities: This could become a challenge by trying to continue with after hour activities after being fatigued with a 10 hour work day.

I am sure to have missed points that will be brought out through Council discussion, but this list should aid our discussion. If the Council desires to move forward on this project, I would recommend trying this as a pilot project for four to six months and reanalyze the positives and negatives. I would also recommend not beginning any pilot project before September 1, 2008 in order for us to advertise our changes to the citizens.

EXHIBIT B

SECTION 9 HOLIDAY SCHEDULE

How Holiday schedules applies to non-Bargaining staff with existing Monday – Thursday schedule

Current	**Proposed Changes in Policy**
New Year's Day – shifts day Martin Luther King – Monday President Day – Monday Memorial Day – Monday ~~Juneteenth – not in place~~ Independence Day – shifts day Labor Day – Monday Columbus Day – Monday Veterans Day – shifts day Thanksgiving Day – Thursday Thanksgiving Day After – Friday ½ Day Christmas Eve - shifts day Christmas Day – shifts day	New Year's Day – shifts day Martin Luther King – Monday President Day – Monday Memorial Day – Monday Juneteenth – shifts day Independence Day – shifts day Labor Day – Monday Columbus Day – Monday Veterans Day – shifts day Thanksgiving Day – Thursday ~~Thanksgiving Day After – removed~~ Christmas Eve - shifts day Christmas Day – shifts day
If a shifting day holiday falls on a Friday or Saturday, City Hall has traditionally closed on the Thursday before the holiday.	If shifting holidays, New Year's, Juneteenth, Independence Day, Veterans Day or Christmas Day falls on a Friday or Saturday, staff is given a floating holiday to use within the calendar year. This eliminates closing offices on Thursday.
If Christmas Eve falls on a Friday or Saturday is not recognized as a holiday.	If Christmas Eve falls on a Friday or Saturday is not recognized as a holiday.
If the holiday is on a Sunday, City Hall is closed on Monday.	If the holiday is on a Sunday, offices are closed on Monday Removes the day after thanksgiving for staff not regularly schedule on Fridays

Non-Unit employees who regularly work Friday will recognize a shifting holiday that falls on a Friday on that day.

Bargaining Units – holidays are structured in contracts.

City	Years of Service	Vacation Accrual	Sick Time	Hours
East Bethel	0-5 5-10 yrs 10+	10 days per year 15 days per year 20 days per year	1 day per month 12 days per year	M-F 8-4:00 8-4:00 PW Summer Hours: M-Th 7-430 F 7-11am
Oak Grove	0-2 2-5 yrs 5-10 yrs 10+	10 days per year 15 days per year 20 days per year 25 days per year	1 day per month 12 days per year	M-F 8-4:30
Nowthen	No info available	No info available	No info available	M-F 10-5:00 *Or when office staff available
Cambridge	0-1 2-5 yrs 6-9 yrs 10-14 yrs 15+	2.31 hrs per 2 weeks 3.08 hrs per 2 weeks 4.62 hrs per 2 weeks 6.16 hrs per 2 weeks 7.69 per 2 weeks	3.69 hrs per 2 weeks 3.69 hrs per 2 weeks 3.69 hrs per 2 weeks 3.69 hrs per 2 weeks 3.69 hrs per 2 weeks	M-F 8-4:30 Public Works M-F 7-:30-4
Isanti	0-1 1-5 yrs 6-9 yrs 10-14 yrs 15+	6 days (48 hours) 12 days (96 hours) 18 days (144 hrs) 24 days (192 hrs) 27 days (216 hrs)	8 hrs per month 12 days per year	M W F - 8-4:30 T/Th 7-5:30
Wyoming	0-3 yrs 4-8 yrs 9-14 yrs 15+ yrs	10 days per year 15 days per year 20 days per year 25 days per year	8 hrs per month 12 days per year	M-F 8-4:30
Elk River	1-9 yrs 10-11 yrs 12-13 yrs 14-15 yrs 15+	15 days per year 16 days per year 17 days per year 19 days per year 22 days per year	8 hrs per month 12 days per year	M-F 8-4:30 Summer Hours: Memorial-Labor Day M-Th 730-5 F 730-12
Zimmerman	0-5 6-10 yrs 11-15 yrs 16-19 yrs 20+ yrs	10 days per year 15 days per year 20 days per year 23 days per year 25 days per year	8 hrs per month 12 days per year	M 7-6:30pm T-Th 7-5:30pm Friday: Closed
Stacy	0-4 5-9 yrs 10+	10 days per year 15 days per year 20 days per year	PTO (no sick time) 52 hours per year to use towards medical/ appointments. Can not be used for scheduled days off	M, W, Th 9-5 Tues 11-7 - CC Meeting Friday: Closed
Forest Lake	0-5 yrs 5-10 yrs 10-15 yrs 15-20 20+	80 hours 120 hours 160 hours 176 hours 200 hours	8 hrs per month 12 days per year	M-F 8-4:30

City of St. Francis

PERSONNEL POLICY

City Council Adopted
September 5, 2006

Revised 01-30-2007
Revised 05-05-2008
Revised 08-06-2012
Revised 12-05-2016
Revised 11-06-2017
Revised 05-15-2023

SECTION 1 - DEFINITIONS **5**

SECTION 2 - INTRODUCTION **7**

PURPOSE 7
CITY ADMINISTRATOR RESPONSIBILITIES 7
SCOPE 8
EEO POLICY 8

SECTION 3 - CITYWIDE WORK RULES/CODE OF CONDUCT **9**

CITY CODE OF CONDUCT 9
EMPLOYEE RESPONSIBILITIES 9
APPEARANCE 9
FALSIFICATION OF RECORDS 9
ATTENDANCE 10
CONFLICT OF INTEREST **10**
POLITICAL ACTIVITY 10
OUTSIDE EMPLOYMENT 11
HARASSMENT 11
SEXUAL HARASSMENT 12
PROCEDURES 13
REPRISAL 14
WHISTLEBLOWER PROTECTIONS 14

SECTION 4 - EMPLOYEE RECRUITMENT AND SELECTION **15**

SCOPE 15
FEATURES OF THE RECRUITMENT SYSTEM 15
EXAMINATIONS 15
PRE-EMPLOYMENT MEDICAL EXAMS 16
SELECTION 17
PROBATIONARY PERIOD 17

SECTION 5 - ORGANIZATION **18**

JOB DESCRIPTIONS 18
ASSIGNING AND SCHEDULING WORK 19
CLASSIFICATION OF JOB DUTIES 19
RECLASSIFICATION/REALLOCATION 19
DEMOTION 20
REDUCTION OF WORKFORCE 20

SECTION 6 - COMPENSATION **21**

PAYCHECKS 21
TIME REPORTING 21
COMPENSATORY TIME/OVERTIME 21
LEAVE POLICY FOR NON-UNION EXEMPT EMPLOYEES 22
BENEFITS 23

SECTION 7 - PERFORMANCE REVIEWS **25**

SECTION 8 - HOURS OF WORK **26**

WORK SCHEDULES 26
MEAL BREAKS AND REST PERIODS 26
REASONABLE WORK TIME FOR NURSING MOTHERS 26
ADVERSE WEATHER 26

SECTION 9 - LEAVES **27**

SICK LEAVE 27
SAFETY LEAVE 29

OTHER MEDICALLY BASED NEEDS 29
FAMILY MEDICAL LEAVE ACT 29
ACTIVITIES PROHIBITED DURING FMLA 32
MILITARY LEAVE 34
JURY DUTY 34
COURT APPEARANCES 35
HOLIDAYS 35
VACATION 36
UNPAID LEAVE 38
JOB RELATED INJURIES OR ILLNESS 38
BEREAVEMENT LEAVE 38
PARENTING LEAVE 38
SCHOOL CONFERENCE LEAVE 39
ELECTIONS AND VOTING 39
LEAVE WITHOUT PAY AND MEDICAL LAYOFF 39
ADMINISTRATIVE LEAVE 40
EMPLOYEES WITH WORK RESTRICTIONS 41

SECTION 10 – SEPARATION FROM SERVICE **41**

RESIGNATIONS 41
RETIREMENT NOTICE PROGRAM, EFFECTIVE 01-01-2024 41
SEVERANCE PAY, EFFECTIVE 01-01-2024 41
RETURNING CITY PROPERTY 42
CONTINUATION OF BENEFITS UPON SEPARATION – COBRA 42
DEATH OF EMPLOYEE 42

SECTION 11 - DISCIPLINE **43**

GENERAL POLICY 43
WORK RULE OFFENSES 43
PROCESS 45
ORAL REPRIMAND 45
WRITTEN REPRIMAND 45
SUSPENSION WITH OR WITHOUT PAY 45
DEMOTION AND/OR TRANSFER 46
SALARY 46
DISMISSAL 46

SECTION 12 - GRIEVANCE PROCEDURE **46**

SECTION 13 - EMPLOYEE EDUCATION AND TRAINING **47**

GENERAL POLICIES 47
GENERAL GUIDLINES 48
PUBLIC PURPOSE EXPENDITURE POLICY 48
PUBLIC PURPOSE GUIDELINES 49
FINANCIAL CONSIDERATIONS 50
NATIONAL AND REGIONAL TRAINING 50
TRAINING SESSIONS WITHIN MINNESOTA 51
PART-TIME EMPLOYEE TRAINING POLICY 51
TRAVEL/MEAL ALLOWANCE 51
MEMBERSHIPS AND DUES 52
CONCLUSION 52

SECTION 14- OTHER INFORMATION **52**

COPY MACHINE USE 52
KEYS AND OTHER EQUIPMENT 52
POLICY PROHIBITING EMPLOYEE POSSESSION OF FIREARMS 53
CITY DRIVING POLICY 53

USE OF MUNICIPAL VEHICLES 54
GUIDELINES FOR POLICE AND FIRE CHIEF VEHICLES 55
SMOKING 55
MEDIA REQUESTS 56
PERSONAL TELEPHONE CALLS 57
CITY OWNED CELLULAR AND MOBILE DEVICES 57
SAFETY 58
COMPUTER USAGE 58
POLICIES 59
CONTROLLED SUBSTANCE AND ALCOHOL TESTING 61
COMMERCIAL DRIVERS (DOT POLICY) 61
DRUG AND ALCOHOL TESTING AND DRUG-FREE WORKPLACE ACT POLICY (NON-DOT) 74

SECTION 15 - TELECOMMUTING/ EXTENDED WORK SITE POLICY **83**

DEFINITIONS 84
EMPLOYEE SELECTION CRITERIA 84
TERMS AND CONDITIONS 85
COMPENSATION AND BENEFITS 85
TAX IMPLICATIONS 85
WORK SCHEDULE AND OVERTIME 85
PERFORMANCE MEASUREMENTS 86
EQUIPMENT AND INFORMATION SECURITY 86
EXPENSES 87
RISK MANAGEMENT 87

SECTION 16 - SOCIAL MEDIA POLICY **88**

SECTION 1 - DEFINITIONS

"BENEFIT-EARNING STATUS" - Status where employees are eligible for at least a prorated portion of employer provided benefits. Employees must work at least thirty-two (32) hours per week on a regular basis in an ongoing position. (Temporary, seasonal, paid on-call, part-time (casual) and intermittent employees are excluded.)

"CITY" - City of St. Francis

"CITY ADMINISTRATOR" - City Administrator of the City of St. Francis

"CONTRACTUAL INDIVIDUALS" - Individuals who offer their services to the public and do not meet the criteria as an employee according to IRS regulations. Contractual individuals are appointed by the City Council or designee. Contractual individuals are under a fee basis, are not eligible for employment rights or benefits, are not considered employees and are not covered by the Personnel Policies with the exception of Non-discrimination and Harassment Policies.

"COUNCIL" - The City Council of the City of St. Francis.

"COUNCIL AND MAYOR APPOINTED" - Appointed directly by the Council to serve at the will of the Council. The Council appoints the City Administrator, who is a full-time, regular employee.

"DEMOTION" - Movement of an employee from one job class to another where the maximum salary for the new position is lower than that of the former position. This action may be voluntary or involuntary.

"EXEMPT EMPLOYEE" - Employees not covered by either the Federal or State Fair Labor Standards Acts.

"NON-EXEMPT EMPLOYEE" - Employees covered by either the State or Federal Fair Labor Standards Acts.

"FULL-TIME EMPLOYEE" - Employees regularly scheduled to work forty (40) hours per week year-round in an ongoing position.

“INTERMITTENT EMPLOYEE” - Employee who has no regularly scheduled hours but fills in as needed. Employees in this status do not earn benefits or employment rights.

“PAID-ON-CALL EMPLOYEES” - Non-benefit earning employees who are paid per-call regardless of length of call or training.

"PART-TIME BENEFIT-EARNING EMPLOYEE" - An employee who regularly works more than thirty-two hours per week, but less than forty (40) hours per week, year-round in an ongoing position. Employees in this category receive partial prorated benefits.

"PART-TIME (CASUAL) EMPLOYEE" - An employee who works in an ongoing non-benefit earning position of thirty-two (32) hours or less per week. Employees in this category may work more than thirty-two hours per week on occasion but must not meet the definition of a public employee by State law (Chapter 179A). Part-time (casual) employees accrue no seniority and earn no employment rights or benefits.

“PROBATIONARY EMPLOYEE” - An employee who is serving a probationary period, either the original probationary period immediately after hire or a promotional reassignment, or transfer probation. Probationary employees who are filling regular positions are eligible for benefits in accordance with the Personnel Policies or applicable union contract.

"PROBATIONARY PERIOD" - A specified period of time at the beginning of employment (or the beginning period of a promotion, reassignment or transfer) that is designated as a training or trial period. The probationary period is considered the last part of the selection process.

"PROMOTION" - Movement of an employee from one job class to another within the City, where the maximum salary for the new position is higher than that of the former position.

"RECLASSIFY" - Movement of an employee from one classification to another classification because of a significant change in the position's duties.

"REGULAR EMPLOYEE" - An employee who has successfully completed all stages of the selection process including the training or probationary period. Regular employees earn benefits in accordance with the Personnel Policies or applicable union contract.

"SEASONAL EMPLOYEE" - An employee who is appointed for no more than ten months during any 12 consecutive months but who may be expected to return to work year after year.

“SENIOR MANAGEMENT STAFF” - This designation includes the following positions: City Administrator, all department heads, and City Clerk/Treasurer.

"TEMPORARY EMPLOYEE" - An employee who is employed on either a full-time or part-time basis in a temporary position (one that is not intended to be ongoing) where no benefit eligibility exists and no credit is given for seniority. Temporary employees earn no employment rights. Temporary positions are normally less than sixty-seven (67) working days in duration.

SECTION 2 - INTRODUCTION

PURPOSE

Public employees have a high degree of visibility to the general public and therefore must exercise their duties with particular care and caution to ensure prompt, efficient, high quality services for the public.

It is the purpose of these policies to establish a uniform and equitable system of personnel administration for employees of the City of St. Francis. Their provisions do not establish terms and shall not be construed as contractual provisions and do not constitute a contract between the employee and the City. They are not intended to be all inclusive or to cover every situation which may arise. These policies may be amended at any time at the sole discretion of the City and they will supersede all previous personnel policies. Revisions and amendments shall become effective upon approval by the City Administrator. Significant changes will normally be brought before the City Council for concurrence as soon as practical.

If any section or provision within this personnel policy is held invalid by a judicial or legislative action, the remainder of the policies will not be affected.

CITY ADMINISTRATOR RESPONSIBILITIES

The City Administrator is responsible for the administration of the municipal government. The general duties and responsibilities of the City Administrator shall include, but are not limited to, the following:

A. Supervising and directing the administrative affairs of the City and all departments and employees, seeking effectiveness and efficiency.

B. Attending meetings of the Council and fully advising it regarding policies, affairs, financial conditions and needs of the City.

C. Recommending an annual budget to the Council and carrying out the policies, budgets and directives of the Council.

D. Preserving the public peace, health, welfare and safety of persons and property and ensuring enforcement of the ordinances of the City and general law.

E. Performing such other functions and having such other powers as may be established by general law, ordinance or resolution of the City, or as may be required or accorded by the Council.

F. Make recommendations to the City Council for the hiring, discipline and dismissal of City full time and part time staff.

Accordingly, the City Administrator may expand, clarify, or amend these administrative rules and policies at his/her discretion to assure efficient and effective management of City departments.

SCOPE

Personnel Covered:

Except as otherwise specifically provided, these policies apply to all employees of the City. These policies do not apply to:

1. Elected Officials (unless specifically noted policy mentioned);
2. The City Attorney;
3. Members of City Boards, Commissions and Committees;
4. Consultants and contractors;
5. Volunteers, except as specifically noted for paid-on-call firefighters.

Where specific provisions of the Personnel Policies conflict with any current union agreement, the union agreement shall prevail. Any policy or portion thereof, contained herein which does not conflict with labor agreements, shall remain in full force and effect and shall continue to govern the actions of all covered employees.

Nothing in these policies are intended to modify or supersede any applicable provision of State or Federal Law.

Where specific professional service contracts exist, they shall be treated the same as labor agreements as stated above. City resolutions or administrative policies adopted henceforth and addressing provisions covered by these policies, shall supersede these policies where applicable. All issues not specifically amended by these resolutions, administrative policies, and professional service contracts shall remain in full force and effect and shall continue to govern the actions of covered employees.

Departments may have special work rules deemed necessary by the department head and approved by the City Administrator for the achievement of objectives of that department. Each employee will be given a copy of such work rules by the department upon hiring and such rules will be further explained and enforcement discussed with the employee by the immediate supervisor.

EEO POLICY

The City of St. Francis is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation and selection for training. The City will not discriminate against any employee or job applicant on the basis of race, color, creed, religion, national origin, ancestry, sex, sexual orientation, gender identity, or gender expression, disability, age, marital status, genetic information, status with regard to public assistance, veteran status, familial status or membership on a local human rights commission or lawful

participation in the Minnesota Medical Cannabis Patient Registry.

SECTION 3 - CITYWIDE WORK RULES/CODE OF CONDUCT

CITY CODE OF CONDUCT

In accepting City employment or becoming an elected official, individuals become representatives of the City and are responsible for assisting and serving the citizens for whom they work. An employee and elected official's primary responsibility is to serve the residents of St. Francis. Overall, employees and elected officials should exhibit conduct that is ethical, professional, responsive, and of high standards becoming of a City employee or elected official. To achieve this goal, employees and elected officials must adhere to established policies, rules, and procedures. Employees must follow the lawful instructions of their supervisors and department heads.

EMPLOYEE RESPONSIBILITIES

A. Perform their assigned duties to the best of their ability at all times and to continually strive to improve their performance.

B. Render prompt and courteous service to the public at all times.

C. Read, understand and comply with the rules and regulations as set forth in these Personnel Policies as well as those of their department.

D. Conduct themselves with decorum toward both residents and staff and respond to inquiries and information requests with patience and every possible courtesy.

E. Report all unsafe conditions to their immediate supervisor.

F. Maintain good attendance as it is an essential requirement of every City position.

APPEARANCE

Departments may establish dress codes for employees as part of departmental rules. Elected officials should dress in a manner appropriate to their status as representatives of the City. Overall, personal appearance should be appropriate to the nature of the work and contacts with other people and should instill confidence and present a positive image to the public.

FALSIFICATION OF RECORDS

No person shall make false statements, certificates, marks, ratings, or reports in regard to any test, certificate, or appointment held or made under the City personnel system, or in any manner commit or attempt to commit any fraud preventing the impartial execution of the Personnel Policies. Such acts will be cause for immediate disciplinary action and possibly grounds for criminal prosecution.

RENDERING OF CONSIDERATION

No person shall, directly or indirectly, give or make available any valuable consideration to any person on account of or in connection with any test, appointment, or promotion. Such acts will be cause for immediate disciplinary action, possible criminal prosecution, and/or elimination of a candidate from consideration for appointment.

ATTENDANCE

The operations and standards of service in the City of St. Francis require that employees be at work unless compelling reasons warrant absence. Absence and tardiness records reflect an employee's responsibility to his/her job and to fellow workers who operate as a team. These records have a direct effect on employment status and progress.

ABSENCE PROCEDURE

Employees who are absent from work are required to notify their supervisor as soon as possible in advance of their absence. In case of unexpected absence, employees should call their supervisor before the scheduled starting time. If the supervisor is not available at the time, the employee should leave a message with their direct supervisor, or his/her designee, including a telephone number where he/she can be reached or contact any other individual as may be designated by the supervisor. Abuse of this policy shall be grounds for disciplinary action (see Discipline Policy). Departments may establish more specific reporting procedures.

The employee must call the supervisor on each day of an absence extending beyond one (1) day unless specific arrangements otherwise have been made with the supervisor. Employees who are absent for three (3) days or more and who do not report their absence in accordance with the policy above, will be considered to have voluntarily resigned by definition of “not in good standing”.

(The department head may waive this rule if, in his/her judgment, extenuating circumstances warrant such behavior.) This policy does not preclude a supervisor from administering discipline for unexcused absences of less than three (3) days.

CONFLICT OF INTEREST

City employees and elected officials are to remove themselves from situations in which they would have to act, or make a decision, where that action or decision could be a perceived or actual conflict of interest. Employees shall sign a conflict of interest awareness form at time of hire or when deemed necessary by the City Administrator.

POLITICAL ACTIVITY

Although City employees have the right to express their views and to pursue legitimate involvement in the political system, no employee of the City shall directly or indirectly, during hours of employment, solicit or receive funds for political purposes.

Further, any political activity in the workplace must be pre-approved by the City Administrator to avoid any conflict of interest or perception of bias such as using authority or political influence to compel another employee to apply

for or become a member in a political organization.

OUTSIDE EMPLOYMENT

The potential for conflict of interest is lessened when individuals employed by the City of St. Francis regard the City as their primary employment responsibility. All outside employment is to be reported to the employee's immediate supervisor. If a potential conflict exists based on this policy or any other consideration, the supervisor will consult with the City Administrator.

Any city employee accepting employment in an outside position that is determined by the supervisor, in partnership with the City Administrator, to be in conflict with the employee's city job will be required to resign from the outside employment or may be subject to discipline up to and including termination.

For this policy, outside employment refers to any non-city employment or consulting work for which an employee receives compensation. This does not include compensation received in conjunction with military service or holding a political office or appointment to a government board or commission that is compatible with city employment.

The following is to be considered when determining if outside employment is acceptable:

A. The employee must not use city equipment, resources or staff in the course of outside employment.

B. The employee's outside work must not interfere with the employee's ability during the City's regular hours or operation or with a part time employees regular work schedule.

C. The employee must not receive compensation from another individual or employer for services performed during hours for which they are being compensated by the City. Work performed for others while on approved vacation or compensatory time shall not be considered a violation of policy unless that work creates the appearance of a conflict of interest (see Conflict of Interest Policy).

D. No employee shall work for another employer, or for their own business, while using accrued sick leave from the City for the same hours.

E. Departments may establish more specific policies as appropriate, subject to the approval of the City Administrator.

City employees are not permitted to accept outside employment that creates either the appearance of or the potential for a conflict with the development, administration or implementation of policies, programs, services or any other operational aspect of the City.

HARASSMENT

The City of St. Francis is committed to creating and maintaining a work environment free from all forms of harassment and discrimination. Such harassment is a violation of Title VII of the Civil Rights Act of 1964 and the Minnesota Human Rights Act. Harassment of any person because of race, creed, color, religion,

national origin, sex, age, marital status, disability, and sexual orientation, receipt of public assistance, political opinions or affiliations is unlawful. This policy statement is intended to make all employees and elected officials sensitive to the matter of harassment, to specifically express the City's strong disapproval of unlawful harassment, to advise employees and elected officials of their behavioral obligations and to inform them of their rights.

In keeping with this commitment, the City maintains a strict policy prohibiting unlawful harassment, including sexual harassment. This policy prohibits harassment in any form, including verbal and physical harassment.

Management has the obligation to provide an environment free of harassment. The City is obligated to prevent and correct unlawful harassment in a manner which does not abridge the rights of the accused. To accomplish this task, the cooperation of all employees and elected officials is required.

The City will, in all cases, act to correct any reported harassment to the extent evidence is available to verify the alleged harassment and any related retaliation.
All allegations will be investigated. Strict confidentiality is not possible in all cases of harassment as the accused has the right to answer charges made against them, particularly if discipline is a possible outcome. Reasonable efforts will be made to respect the confidentiality of the individuals involved, to the extent possible.

SEXUAL HARASSMENT

Because sexual harassment is sometimes more difficult for employees and elected officials to recognize, the following definition, based on Minnesota Statutes, is provided:

> Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when:
>
> 1. submission to the conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment, public accommodations, or public services, education or housing;
>
> 2. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, public accommodations or public services, education or housing; or
>
> 3. that conduct or communication has the purpose or effect of substantially interfering with an individual's employment, public accommodations or public services, education, or housing, or creating an intimidating, hostile, or offensive environment whether that be related to work, public accommodations, public services, education or housing environment.

Examples of inappropriate conduct include but are not limited to: unwanted physical contact; unwelcome sexual jokes or comments; sexually explicit posters or pinups; repeated and unwelcome requests for dates or sexual favors; sexual gestures or any indication, expressed or implied, that job security or any other condition of employment depends on submission to or rejection of unwelcome sexual requests or behavior. In summary,

sexual harassment is the unwanted, unwelcome and repeated action of an individual against another individual, using sexual overtones as a means of creating discomfort.

The City of St. Francis recognizes the need to educate its employees and elected officials on the subject of sexual harassment and stands committed to provide information and training. All employees and elected officials are expected to treat each other and the general public with respect and to assist in fostering an environment that is free from unwanted harassment. Violations of this policy may constitute just cause for discipline, including possible discharge for employees. Violations of this policy may result in sanctions against an elected official as determined by the City Council. Each situation will be evaluated on a case-by-case basis depending on the severity and the circumstances involved.

PROCEDURES

In order for a harassment issue to be addressed, it must be brought to the attention of management. In order for action to be taken, information must be forwarded to the appropriate level of management.

Employees or elected officials who feel that they have been victims of harassment, or employees or elected officials who are aware of such harassment, should immediately report their concerns to any of the following:

1. Immediate Supervisor;
2. Department Head; or
3. City Administrator; or
4. The Mayor if the alleged harasser is the City Administrator; or
5. The City Attorney if the alleged harasser is the Mayor.

In addition to notifying one of the above persons and stating the nature of the harassment, the employee or elected official is also urged to take the following steps:

1. make it clear to the harasser that the conduct is unwelcome and document that conversation;
2. document the occurrences of harassment;
3. submit the documented complaints to the person listed above to whom the employee makes their report. The City urges the employee or elected official to put the complaint in writing;
4. document any further harassment or reprisals that occur after the complaint is made.

Any official or employee found to have made a false complaint or found to have given knowingly false information during an investigation of such a complaint may also be subject to disciplinary action.
Supervisors shall report any complaint or suspicions of inappropriate behavior to their department head at the earliest opportunity, normally within 24 hours. Department heads shall report this information to the City Administrator within 24 hours.

REPRISAL

Employees and public officials have the right to raise the issue of harassment and to file complaints with respect to such harassment without reprisal. Any action intended to intimidate, retaliate against, harass or disadvantage any person because the person has opposed harassment; reported or complained of harassment; or testified, assisted or participated in any investigation, proceeding, or hearing, under this policy or otherwise, regarding harassment is considered a reprisal.

Reprisal includes, but is not limited to, the following actions:

1. refusal to hire or promote the person;
2. departure from any customary employment practice to which the employee would have otherwise been entitled;
3. transferring or assigning the person to a lesser position in terms of wages, hours, job classification, job security or other employment status; or
4. informing another employer that the person has reported harassment.

WHISTLEBLOWER PROTECTIONS

An employee of the City who, in good faith, reports an activity that they consider to be illegal or dishonest to one or more of the parties may have whistleblower protections. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measure; appropriate city management officials are charged with these responsibilities.

Examples of illegal or dishonest activities include violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting. If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact their immediate supervisor or City Administrator. The employee must exercise sound judgement to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing may be subject to discipline up to and including termination.

It is the City's legal responsibility to protect employees who make a compliant of employment discrimination, who serve as a witness or participate in an investigation, or who are exercising their rights when requesting religious or disability accommodation from retaliation.

Whistleblower protections are provided in two important areas – confidentiality and against retaliation; insofar as consistent with Minnesota Data Practices, the confidentiality of the whistleblower will be maintained. However, identify may have to be disclosed to conduct a thorough investigation, to comply with law and to provide accused individuals their legal rights of defense. The City will not retaliate against a whistleblower. This includes but is not limited to protection from retaliation in the form of an adverse employment action such as termination, compensation decrease, or poor work assignments and threats of physical harm. Any whistleblower who believes they are being retaliated against must contact the City Administrator immediately. The right of a whistleblower for

protection against retaliation does not include immunity for any personal wrongdoing.

SECTION 4 - EMPLOYEE RECRUITMENT AND SELECTION

SCOPE

The City Administrator will manage the hiring process for all regular positions within the City. All applications for regular full-time and part-time employment shall be submitted to the Administrator for consideration. The City Administrator will utilize department resources to assist in the process as appropriate.

FEATURES OF THE RECRUITMENT SYSTEM

A. Regular Position Vacancy Announcements: Position vacancies, for regular full-time and part-time positions, shall normally be published by posting announcements on official City website for at least ten (10) days. Such postings will normally specify the title and salary of the positions; the nature of the work to be performed; the minimum and essential requirements of the position; the time and place to apply; the closing date for receiving applications; and other pertinent information.

B. Application Forms: Application shall be made on application forms provided by the City Clerk. Supplemental questionnaires may be required in certain situations. All candidates must complete required application materials with original or electronic signature, and ensure they are submitted by the application deadline, in order to be considered for the position. Application materials should include a letter of interest and resume when applicable. The deadline for application may be extended by the City Administrator after consultation with the appropriate department head.

C. Appointments and promotions in the City service shall be made according to merit and fitness related to the position being filled. Vacant positions will be filled on the basis of a regular, part-time casual, paid-per-call, intermittent, seasonal, or temporary appointment. Appointments may be made on a full or part-time basis. Part-time employees may be hired into a benefit-earning (over thirty-two hours per week) or non-benefit-earning (thirty-two or fewer hours per week) status.

D. Position vacancies may be filled on an “acting” basis as needed prior to filling a position through the normal process. The City Administrator will approve all acting appointments for regular positions. If a current employee is appointed to an acting position and is later hired to fill the regular appointment, with no break in service in the new position, the effective date of the regular appointment will be considered to be the date on which the acting appointment was made. Pay rate adjustment for acting appointments will be determined by the City Administrator.

E. Employees who have left City service in good standing are eligible for reinstatement at the City’s option. The City Administrator may reinstate seniority for benefit accrual purposes, under special circumstances.

EXAMINATIONS

A. Applicant qualifications will be evaluated in one or more of the following ways: training and experience rating; written test; oral test or interview; performance or demonstrative test; physical agility test, or another appropriate job-related exam.

B. Tests for appointment in the City service shall be competitive tests which shall be open only to applicants who meet the minimum qualifications as stated on the job posting or qualifications determined to be equivalent by the City Administrator. The City Administrator will determine whether to post the position as a promotional or open for a competitive opportunity.

C. Positions designated as promotional only will normally be open to any City employee who has successfully completed their initial probationary period. Temporary, intermittent and seasonal employees are not eligible to apply for promotional-only positions. Employees who serve in a part-time casual or paid-per-call status will normally be eligible to apply.

D. Examination results: The examinations and results of examinations are confidential except as required by law. Each person taking an examination shall be entitled to obtain their final score and may request an exam review with the City Administrator to obtain summary information on the results.

Applicants who fail an exam will normally not be eligible to retake the exam within the following six months.

E. Method of Rating: Sound measurement techniques and procedures shall be used in rating tests and determining the individual and/or relative ranking of the candidates.

F. Candidates are required to attain at least a passing score on each component of the test in order to continue in the selection process. Access to the testing process may be limited to the top candidates based on job-related qualifications. Applicants who do not receive a passing score will not be eligible to retest for the same classification for a six- month period.

G. The City shall establish minimum qualifications for each position with input from the appropriate department head. All candidates must meet the minimum qualifications to be eligible to participate in the selection and testing process.

PRE-EMPLOYMENT MEDICAL EXAMS

The City may determine that a pre-employment medical examination, which may include a psychological evaluation, is necessary to determine fitness to perform the essential duties of any City position. Where a medical examination is required, the offer of employment will be made contingent upon successful completion of the medical exam.

Where these exams are required, they will be required of all candidates who are conditionally offered employment for a given job class. The information obtained during the medical exam will be treated as confidential medical records.

The exam will be conducted by a licensed physician designated by the City and the cost of the exam will be paid by the City. The physician will notify the City Clerk that a candidate either is or isn't medically able to perform the essential functions of the job, with or without accommodations and whether the candidate passed the drug test if applicable. If the candidate requires accommodation to perform one or more of the essential functions of the job, the City Clerk will confer with the physician and candidate regarding reasonable and acceptable accommodations.

The physician will inform the candidates of the results of their examination. If a candidate is rejected for employment based on the results, he/she will be notified of this determination and may request further explanation from the physician.

SELECTION

A. The selection process will be a cooperative effort between the City Council, City Administrator, and the department head, subject to final hiring approval of the City Council. For regular full-time positions, the department head will normally recommend the top candidate or candidates to the City Administrator or Department Head who will make recommendations to the City Council for all hires and promotions. The City Administrator and Council may elect to interview any or all of the candidates.

B. Hiring of seasonal, part-time (casual), intermittent and temporary employees may be delegated to the department heads or their designee upon approval of the City Council. These latter appointments may be terminated by the supervisor at any time, subject to department head approval.

C. The City will normally not employ two members of the same family under any of the following circumstances:

- Where one employee would supervise, evaluate, or participate in the disciplinary action of his/her family member;
- Where one family member may significantly influence the work or working conditions of another family member;
- Where one employee would be responsible for auditing the work of another family member; or
- Where confidentiality of the City would be compromised.

For purposes of this policy only, family members include: parent, stepparent, parent-in-law, child, stepchild, son- or daughter-in-law, sibling or sibling-in-law, grandparent, grandchild, legal guardian, or ward of an employee or elected official.

This policy does not apply to the hiring of casual part-time, seasonal, or temporary positions or to paid-on-call firefighters unless one family member will be supervised either directly or indirectly by another. All appointments of family members in the same department must be approved by the City Administrator, including any exceptions to this policy.

PROBATIONARY PERIOD

All newly hired full-time and part-time (benefit-earning) and paid-on-call employees will serve a minimum of a six (6) month probationary period in the position, unless covered by a collective bargaining agreement stating a different time frame.

This period will be considered a training period. The training period is an integral part of the selection process, and will be used for observing the employee's work, or training the employee in work expectations, for assessing the employee's abilities, skills, and interest, and for rejecting any employee whose performance does not meet the required work standards or is otherwise not a good fit for the position.

Employees may be dismissed at any time during the initial probationary period. An employee so dismissed will not have the right to appeal unless the employee is covered by the Veteran's Preference Law, in which case the employee may request a hearing pursuant to Minnesota Statute 197.46. Probationary periods may be extended beyond six (6) months upon approval of the City Administrator.

Regular employees who are promoted, granted transfers or reassignments, or voluntarily demote, will be required to serve an additional probationary period up to six (6) months. Benefits will not be affected by the additional probationary period or by an extension of the probationary period.

Prior to the end of the probationary period, the immediate supervisor, with concurrence of the department head, will document the probationary employee's performance and will recommend that the employee either pass probation or be rejected for the position. This documentation should be submitted to the City Clerk at least two (2) weeks prior to the end of the probationary period and will be placed in the employee's personnel file. The City Administrator along with the Department Head will make the final decision on whether the employee will become a regular employee or will be terminated.

If the notification indicates the employee has successfully completed the probationary period and will be continued, the employee will become a regular employee within the meaning of this policy and a step increase will be granted. The employee's length of service will be computed from his/her date of hire. For positions reporting directly to the City Administrator, the Administrator will evaluate the employee and determine whether or not to upgrade the employee's status to that of a regular employee.

The City may terminate a non-union employee at any time subject to requirements of applicable laws and rules. Nothing in this manual shall be construed to imply that after completion of the probationary period, an employee has any vested interest or property right to City employment.

SECTION 5 - ORGANIZATION

JOB DESCRIPTIONS

The City will maintain records of job titles and compensation by position and/or job class, job descriptions for each regular job class, and other appropriate information. New positions can be developed as needed but shall be approved by the City Administrator and Council in the budget process, or as needed prior to filling the position.

A classification is a group of positions sharing common duties and requirements. Positions within a class are assigned the same title and salary level.

A job description is prepared by the department head and City Administrator, for regular full-time and part-time positions. Each description includes: title, department, supervisor's title, statement of position duties and responsibilities and specific statement of qualifications required to perform the essential requirements of the position. (Good attendance and compliance with work rules and policies are essential requirements of all City positions).

Prior to posting a vacant position, the existing descriptions and qualifications for each position are closely examined by the City Administrator to ensure the qualifications do not present artificial barriers to employment.

A current job description is provided to each new employee. Supervisors revise job descriptions as necessary to describe the duties and responsibilities for which their employees will be held accountable during their upcoming performance periods.

All changes are reviewed and approved by the City Administrator and department head.

ASSIGNING AND SCHEDULING WORK

Assignment of work duties and scheduling work is the responsibility of the supervisor subject to the approval of the department head and/or City Administrator.

CLASSIFICATION OF JOB DUTIES

The classification of job duties will be the responsibility of the City Administrator. Assignment of job titles, establishment of minimum qualifications, and the maintenance of regular job descriptions and related records shall also be the responsibility of the City Administrator.

RECLASSIFICATION/REALLOCATION

Positions sometimes change over time and some change in jobs is normal and expected. Occasionally, an employee's job will change so significantly that it no longer fits the employee's job classification. In these situations, the department head may request the City perform a classification study. The study may result in a number of different findings: reclassifying the position to another existing classification, merging classes, creating a new classification, revising the job, or a determination that no change is needed.

All classification changes must be approved by the affected department head and City Administrator. Employees, whose positions have been reclassified to a different classification in accordance with this section, shall have preference in appointment to the new classification. The City Administrator may authorize promotion or demotion of an incumbent without posting or competitive examination to a position which has been reclassified under this section.

This authorization may occur only if the incumbent has performed the critical duties of the new position for six (6)

months or more, meets the minimum qualifications, is a regular employee, and has demonstrated satisfactory performance in his/her position.

DEMOTION

Employees may be demoted if they have been found unsuited for the present position but may be expected to perform satisfactorily in a lesser position. Employees may also be demoted if their position(s) has been abolished or reclassified to a lower class.

Employees who are demoted due to reclassification, restructuring, or other organizational change unrelated to performance, shall not normally suffer a pay cut. In these cases, the employee's pay will normally be frozen until they are eligible for an anniversary increase. When an employee's pay is above the maximum of the range for the new job class, their pay will normally be frozen until such time as annual adjustments increase the salary range above the employee's salary.

Employees, who voluntarily demote or are demoted due to performance issues, shall have their pay established within the range of the new classification at a level determined by the City Administrator subject to the approval of the City Council.

REDUCTION OF WORKFORCE

If it is necessary to reduce personnel, temporary employees and those serving a probationary period in affected job classes will normally be separated before regular employees in those job classes. An exception will apply in those instances in which the temporary or probationary employee possesses skills or qualifications deemed necessary by the City and the regular employees do not possess the same skills and qualifications. Within these groups, the selection of employees to be retained shall be based on merit and ability as determined by the department head, subject to approval of the City Administrator. Reduction of a department head position shall be at the sole discretion of the City Administrator.

SECTION 6 - COMPENSATION

PAYCHECKS

Paychecks are normally issued every two weeks. Distribution of paychecks to City employees is to be accomplished via direct deposit into the employee's account of choice. When paydays fall on a holiday, checks are normally issued the day before the holiday. The paydays are on Thursdays after 2:00 P.M., following the two-week work period, ending the previous Sunday. Time cards shall be submitted by the Monday immediately preceding payday.

Paychecks will normally not be processed in paper form. Those employees who do not want to have their checks deposited via direct deposit may request to have a paper check issued to them once a year on the final payday in December.

Checks will be given to the spouse, or other appropriate immediate family members, in the case of a deceased employee.

Employees are responsible to notify the City Clerk of any change in status including changes in address, bank routing information, phone number, names of beneficiaries, marital status, etc.

TIME REPORTING

In order to comply with the provisions of the Federal and State Fair Labor Standards Acts, hours worked and leave time used by all non-exempt employees are recorded daily and reported on a biweekly basis. Each time reporting form includes the signature of the employee and immediate supervisor.

Exempt employees shall complete a time reporting form, on a biweekly basis, indicating all exceptions to the normal work week (i.e. use of vacation, sick leave, and other authorized leaves). Exempt employees shall be paid on a salaried basis and therefore, shall not have their pay reduced for disciplinary suspensions of less than one-week duration. This does not limit the authority of management to reduce vacation balances for disciplinary reasons. This also does not limit management's authority to require use of paid leave prior to approving unpaid leaves of absences.

COMPENSATORY TIME/OVERTIME

The City recognizes some employees may be required to work extra hours in emergency situations, special events and during peak workload periods. The City requires employees to work when it is necessary. The scheduling and payment of compensatory time or overtime will be in accordance with the applicable Fair Labor Standards Act and the following:

A. Work units of one-quarter (¼) hour or more per week, above forty (40) hours, worked by non-exempt employees, will be counted as overtime and paid or earned at 1.5 times the employee's normal base pay rate. Eligible employees may accumulate compensatory time for overtime hours worked, not to exceed forty (40) hours. Holiday hours worked will be paid out as overtime and will not accrue compensatory time.

All accrued and unused compensatory time will be paid to the employee upon termination. All accrued compensatory time shall be used or paid out by the end of the calendar year.

B. Overtime should be avoided but, when it is necessary, the immediate supervisor (or department head) must give specific approval prior to its being worked. Pre-authorization may be presumed by employees in emergency situations such as excess snowfall, flood, natural disasters, lift station malfunctions, terrorist threats, bomb threats or other similar situations where the immediate response of staff is required to avert endangerment of life, home or property.

C. Non-exempt temporary employees, will be paid overtime for work in excess of forty (40) hours per week and will not receive or accrue compensatory time.

D. Exempt employees are not eligible for overtime unless expressly provided by an applicable collective bargaining agreement.

E. The workweek begins on Monday at 12:01 a.m. and ends on the following Sunday at midnight.

LEAVE POLICY FOR NON-UNION EXEMPT EMPLOYEES

Senior management staff is normally required to work the number of hours necessary to fulfill their responsibilities including evening meetings and/or on-call hours. The normal hours of business for senior management staff are based on the needs of the individual department they are overseeing as approved by the City Administrator., plus evening meetings as necessary.

Senior management staff are required to use paid leave when on personal business or away from the office for four (4) hours or more, on a given day.

Absences of less than four (4) hours do not require use of paid leave as it is presumed that the staff member regularly puts in extra hours above and beyond the normal 40-hour work week. Employees must communicate their absence to the City Administrator or his/her designee.

If one of the above employees regularly absents themselves from work under this policy, so it appears that less than forty (40) hours per week is needed to fulfill the position's responsibilities, the position will be reviewed to determine whether a part-time position will meet the needs of the City. Additional notification and approval requirements may be adopted by the City Administrator for specific situations as determined necessary by the Administrator.

All other non-union exempt positions may also require work beyond forty (40) hours per week. In recognition for working extra hours, these employees may take some time off during their normal working hours with supervisory approval. The time off for extra hours will not normally be on a one-for-one basis.

BENEFITS

HEALTH, LIFE, SHORT AND LONG-TERM DISABILITY

All regular full-time employees shall be eligible for a group health insurance plan through the City of St. Francis starting December 1, 2017. Any employee hired prior to October 1st, 2017, can waive the city's group plan and receive a taxable contribution of $650.00/month if they have group health insurance through a spouse's employment, a secondary job or the VA. This waiver will be good until that employee loses the outside group health insurance or leaves employment. If this occurs, the employee must inform the city so that the taxable contribution is stopped and they can opt into the city's group health insurance if they choose.

In addition to the group health insurance plan, the City has contracted with a provider to advocate for healthcare savings for employees and their families. This is 100% employer paid and offers one membership per household. Employee is not required to be on the group health insurance plan to receive this benefit.

The city will cover the cost of the employee's single coverage group health insurance and dental insurance. Family group health insurance will be covered at 66% of the cost or $200/month whichever is greater. Family dental insurance will be 100% covered by the employee. New employees will be eligible for insurance on the 1st of the month following start of employment. The city's plan year will be from December 1st to November 30th each year. For the purpose of accumulating time to qualify for health insurance benefits an employee on a leave of absence with pay, vacation or sick leave is considered to be working. During the probationary period following the original appointment an employee shall be eligible for health & dental insurance monthly benefit. An employee leaving the employment of the City in good standing shall receive the health insurance benefit on a prorated basis for the applicable month.

Subject to any limitations in the insurance policy, all regular full-time employees shall be eligible for Life Insurance and Disability Benefits in an amount established by the City Council. The City Council shall, by Resolution, determine the City's monthly contribution toward the employee's life insurance and disability premium. Participating employees, who choose coverage beyond that provided by the City, shall be required to pay the difference in the premium for the additional life or disability insurance coverage. Subject to eligibility requirements as outlined in the policy between the City and the insurer, new eligible employees shall be covered on the date of hire. An employee can elect to continue coverage while on leave of absence without pay. However, during this period, the employee shall be responsible for all premiums due.

Amended 11-06-17 Res. 2017-37

RETIREMENT/PERA

The City participates in the Public Employees Retirement Association (PERA) to provide pension benefits for its eligible employees to help plan for a successful and secure retirement. Participation in PERA is mandatory for most employees, and contributions into PERA begin immediately. The City and the employees contribute to PERA each pay period as determined by state law. For information about PERA eligibility and contribution requirements, contact the City Clerk.

MINNESOTA STATE RETIREMENT HEALTH CARE SAVING PLAN - HCSP

The City provides a means for eligible employees to participate in a program to help defray some of the costs of post-employment health related expenses. This includes the ability to pay health insurance premiums using tax free dollars.

Severance pay and/or payment into a HCSP is based on the plan and the employee's current rate of pay and

accrued sick and/or vacation balance on the date of separation.

Use of the HCSP is governed by plan documents and IRS regulations, limited to payment for qualified medical expenses. Employees are responsible for plan administration fees, with no cost to the City. The type of HCSP used by the City will be determined by City Council. The City's responsibility will be to process the initial employee enrollment in the plan and to forward the appropriate employee contributions. Employees are responsible for filing for reimbursement directly through the HCSP administrator. The City reserves the right to modify its policy to comply with any other regulations regarding the plan and to add contribution requirements.

This plan is subject to the requirements and restrictions of the Minnesota Statues Section 352.98. Generally stated, it allows employees the opportunity to save money on a pre-tax basis to pay for medical expenses and/or health insurance premiums after termination of public service. The City's determined contribution is stated below:

Full-time regular employees may have a portion of their unused sick leave converted to MSRS Health Care Plan pursuant to the following restrictions:

A. The employee shall have at least 18 months of service with the City.

B. The employee shall have at least 400 accumulated sick leave hours.

C. The City shall convert 50% of an employee's unused sick leave balance over 400 hours in any given year to the employees MSRS Health Care Plan at the end of each calendar year. The remaining 50% balance of hours over 400 is lost. (The City reserves the right to establish some lesser percentage at the beginning of a year.)

DEFERRED COMPENSATION

The City provides employees the opportunity to participate in a deferred compensation plan. This is a voluntary plan that allows employees to place a portion of their earning into a pretax deferred investment program. Plans are subject to regulations.

FLEXIBLE BENEFITS PLAN

The City offers an optional plan in which a portion of the regular employees' salary can be set aside to cover estimated health care and day care costs. Please see plan documents for criteria regarding the flexible benefit plan. The employee must expend all the money set aside in the flexible benefit plan within the time provided by the plan or lose it. Proof of medical and day care expenses must be submitted. Plans are subject to IRS regulations.

EAP

Employees participating in the City offered Health Care Plan have access to an EAP program to provide a range of confidential services to employees and members of their household. The EAP is available 24 hours a day / seven days a week. See the City Clerk for details.

CLOTHING ALLOWANCE
Allowance for employees outside or above that of collective bargaining units shall be set by the Department Head within the annual department Budget and shall cover items necessary for PPE and job functions.

CELLULAR PHONE REIMBURSEMENT
As required for many of the job duties within the City, the Department Heads and affected Staff are utilizing their personal cellular phones. If an employee is utilizing their personal phone for this purpose a reimbursement is offered in the following ranges.

- Department Head, Chief, Supervisor, and Building Official - $75.00 a month
- Payment as outlined in a Bargaining Unit Agreement
- Bottle Shop Manager and other Staff as authorized by the Department Head $45.00 a month

SECTION 7 - PERFORMANCE REVIEWS

An objective performance review system shall be established by the City Administrator for the purpose of periodically evaluating the performance of City employees. The quality of performance rendered by the employee in the past will, in every case, receive due consideration in such personnel decisions as promotions, transfers, demotions, terminations and, where applicable, salary adjustments.

Performance reviews will normally be discussed with the employee. Employees do not have the right to change or grieve their performance review, but may submit a written response which, subject to review by the City Administrator, will normally be attached to the performance review.

All performance reviews below the department head level will be reviewed and approved by department heads and the City Administrator. The City Administrator has sole authority to evaluate the department heads. The Administrator may seek input from others as appropriate.

Performance reviews should be scheduled on a regular basis, at least annually. The form, with all required signatures, shall be retained as part of the employee's personnel file in the City Administrator. However, during the probationary period, performance reviews should be conducted at (6) months or more often if needed.

Signing of the document by the employee acknowledges that the review has been discussed with the supervisor and does not necessarily constitute agreement. Failure to sign the document by the employee will not delay processing.

SECTION 8 - HOURS OF WORK

WORK SCHEDULES

Working hours of City employees vary among the different departments and may vary by assignment or job class within a department. Forty hours will constitute the regular work week for full-time employees. Work schedules for employees will be established by their supervisors and may be subject to change with the approval of the City Administrator.

Normal City Hall office hours are., Monday through Thursday, 7:00 a.m.to 5:30 p.m. unless otherwise stated by the department head, subject to City Administrator approval. A regular work day shall be 10 hours.

The regular hours for Public Works and Police may vary throughout the year. A regular work day shall be 8 hours or as otherwise identified in a collective bargaining agreement. Administrative staff for these departments shall have a regular working day of 10 hours.

Regular work hours for Public Works Supervisors shall include on-call and shall be set by the Public Works Director in agreement with the City Administrator

MEAL BREAKS AND REST PERIODS

A paid fifteen-minute break is allowed within each four consecutive hours of work. An unpaid thirty-minute lunch period is provided when an employee works eight or more consecutive hours. Employees are expected to use these breaks as intended and will not be permitted to adjust work start time, or lunch time by saving these breaks.

Departments with unique job or coverage requirements may have additional rules, issued by the supervisor and subject to approval of the City Administrator, on the use of meal breaks and rest period.

In addition, Police and Fire Department employees, because of the unique requirements of their jobs, may have additional rules, issued by the Police and Fire Chiefs and subject to approval of the Administrator, on the use of meal breaks and rest periods.

REASONABLE WORK TIME FOR NURSING MOTHERS

Nursing mothers and lactating employees will be provided reasonable break time to express milk for their child during the twelve months following the birth of a child, unless it would cause undue business disruption. The paid break times must, if possible, run concurrently with any break times already provided. The City will provide a private room (other than a bathroom) as close as possible to the employees work area, that is shielded from view and free from intrusion from coworkers and the public and includes access to an electrical outlet where the nursing mother can express milk in private.

ADVERSE WEATHER

City facilities will generally
be open during adverse weather. City functions may continue in a remote setting if adverse weather calls for the closing of city facilities as decided by the City Administrator. Due to individual circumstances, each employee will have to evaluate the weather and road conditions in deciding to report to work (or leave early). Employees not reporting to work for reasons of personal safety will not normally have their pay reduced as a result of this absence. Employees will be allowed to use accrued vacation time or compensatory time, or with supervisor approval, may modify the work schedule, work remote or make other reasonable schedule adjustments.

Sworn police officers and public works employees will generally be required to report to work regardless of conditions.

Decisions to cancel department programs (special events, recreational programs, etc.) will be made by the respective supervisor or the City Administrator.

SECTION 9 - LEAVES

SICK LEAVE

A. Sick leave is authorized absence from duty with pay, granted to full-time and part-time benefit-earning employees. Sick leave is not a privilege for an employee to use at his/her discretion, but shall be allowed only when the employee is unable to work for medical reasons and under the conditions explained below.

B. Full-time employees shall be credited with sick leave at a rate of one day per calendar month worked or major fraction thereof, accrued on a pay-period basis. Sick leave may be used in increments of one-quarter (.25) of an hour.

C. Temporary, seasonal employees, paid-on-call employees, intermittent and part-time casual employees shall not be entitled to sick leave.

D. Sick leave will not be credited during an unpaid leave of absence except as required by law.

E. Administration of Sick Leave - The following procedures will be followed in administering the sick leave policy of the City:

1. After all credited sick leave is used vacation may be used upon approval of the supervisor, to the extent the employee may take such leave.

2. Sick leave may be approved only for days when an employee would otherwise have been at his or her employment. It may be used, with the approval of the supervisor, in any of the following cases:

   a. Pursuant to state law, an employee may use accrued sick leave benefits for absences due to an illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-

in-law, grandchild, or stepparent, for reasonable periods of time as the employees attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury expect that leaves due to illness of or injury to the employees adult child, spouse, sibling, parent, mother or father-in-law, grandchild, grandparent, or stepparent for reasonable periods of time as the employee's attendance may be necessary.

b. Eligible employees may use up to 160 hours of sick leave in any 12-month period for absences due to an illness or injury to an employee's adult child, spouse, sibling, parent, grandparent, step-parent, parent in-law, and grandchild.

c. for medical, dental, chiropractic or optical examinations for treatment (appointments should be scheduled to minimize the amount of disruption to the workday);

d. when the employee's presence would jeopardize the health of other employees by exposing them to contagious disease;

3. To receive credit for sick leave, an employee must communicate with his or her immediate supervisor following department procedures on reporting. Employees are responsible for keeping their supervisors advised of their illness status to remain eligible for sick leave, unless they are hospitalized and cannot reasonably do so (see Attendance Policy).

4. After an absence, a physician's statement may be required on the first day of return to work, indicating the nature of the illness or medical condition and attesting to the employee's ability to return to work and safely perform the essential functions of the job with or without reasonable accommodation.

   Any work restrictions must be stated clearly on the return-to-work form. Employees who have been asked to provide such a statement may not be allowed to return to work until they comply with this provision. Sick leave will not be approved for employees who are required to provide a doctor's statement until such a statement is provided.

5. If the City feels an additional medical opinion is warranted, the City Administrator will arrange for the appropriate medical evaluation. The City has the right to require employees to be evaluated by a physician as selected by the City to determine the validity of a worker's compensation or sick leave claim, or to obtain information related to restrictions or an employee's ability to work.

6. Sick leave cannot be transferred from one employee to another.

7. Employees who make a claim for sick leave as a result of false or otherwise fraudulent claims shall be required to reimburse the City for such payments and shall be subject to suspension or discharge at the Administrator's discretion (see Discipline Policy, Section 11).

8. Employees must normally use sick leave prior to using paid vacation, or compensatory time and prior to an unpaid leave of absence during a medical leave, except where parenting leave and the medical leave overlap (see Parenting Leave Policy).

9. Sick leave will not be approved after an employee gives notice that they will be terminating employment. Any exceptions must be approved by the City Administrator.

F. Nothing in this policy shall restrict the employer from requiring an employee to provide a doctor certification for any sick leave requested or as permission for unlimited leave.

SAFETY LEAVE

Pursuant to state law, Employees are authorized to use sick leave for reasonable absences for themselves or a relative (employees' adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent), who are providing or receiving assistance because they, or a relative, is a victim of sexual assault, domestic abuse, or stalking. Safety leave for those listed, other than the employee and the employee's child, is limited to 160 hours in any 12-month rolling calendar period.

To be eligible for the use of sick pay, the employee shall follow the procedures as outlined in Sick Pay for reporting and notification.

OTHER MEDICALLY BASED NEEDS

The City will refer to State Statute for medical leaves related to, but not limited to, Bone Marrow or Organ Donation as well as the Minnesota Pregnancy and Parenting Leave Act and accommodations related to the Minnesota Reasonable Accommodations to an employee for health conditions related to pregnancy or childbirth.

FAMILY MEDICAL LEAVE ACT

A family and/or medical leave of absence is a leave of absence available to eligible employees for up to 12-week of unpaid leave in any 12-month period. FMLA is governed by federal law and regulations.

ELIGIBILITY

To qualify to take FMLA leave under this policy, an employee must meet all the following conditions:

- Have worked for the City for 12 months (or 52 weeks) prior to the date the leave is to commence. The 12 months or 52 weeks need not have been consecutive; however, the City will not consider any service 7 years prior to the employee's most recent hire date, unless the break was due to National Guard or Reserves military service obligation.
- Have worked at least 1,250 hours during the 12-month period prior to the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act ("FLSA") determine the number of hours worked by an employee. The 1250 hours include only on-the-clock hours worked and do not include leave, PTO, or vacation hours.

TYPES OF LEAVE COVERED BY FMLA

Leave will be granted to all eligible employees for any of the following reasons:

- The birth of a child, including prenatal care, or placement of a child with the employee for adoption or foster care;
- To care for a spouse, child, or parent who has a serious health condition;

- Due to a serious health condition that makes the employee unable to perform the essential functions of the position;
- A covered military member's active duty or call to duty or to care for a covered military member (Military Caregiver and Qualified Exigency Leave) (described below).

DEFINITIONS

- **"Spouse"** does not include domestic partners or common-law spouses.
- **"Caring for"** a covered family member includes psychological as well as physical care. It also includes acquiring care and sharing care duties. An eligible **"child,"** with some exceptions, is under 18 years of age.
- An eligible **"parent"** includes a biological parent or a person who stood in the place of a parent.
- **"Serious Health Condition"** means an illness, injury, impairment, or physical or mental condition that involves one of the following:
  - **Hospital Care**: Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;
  - **Pregnancy**: Any period of incapacity due to pregnancy, prenatal medical care or childbirth;
  - **Absence Plus Treatment:** A period of incapacity of more than three consecutive calendar days that also involves continuing treatment by or under the supervision of a health care provider.
  - **Chronic Conditions Requiring Treatments**: An incapacity from a chronic condition which requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity;
  - **Permanent/Long-Term Conditions Requiring Supervision**
  - **Multiple Treatments:** Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider.

LENGTH AND AMOUNT OF LEAVE

If employees meet criteria for FMLA, except in the case of leave to care for a covered servicemember, they are entitled to up to 12 weeks of leave per rolling 12-month period based on the 12 months prior to the commencement of the leave. The 12 weeks will be reduced by any time spent on other FMLA leave so that the total leave does not exceed 12 weeks during any 12-month period. In the case of a leave to care for a covered servicemember, the total amount of leave is 26 weeks.

The entitlement to FMLA leave for the birth or placement of a child for adoption expires twelve (12) months after the birth or placement of that child.

HOW LEAVE MAY BE TAKEN

FMLA leave may be taken for 12 (or less) consecutive weeks, may be used intermittently (a day periodically when needed), or may be used to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks.

Intermittent leave may be taken when medically necessary for the employee's serious health condition or to care for a seriously ill family member. Intermittent leave must be documented in the medical certification form as medically necessary. If an employee is taking intermittent leave or leave on a reduced schedule for planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as to not disrupt the City's business.

In instances when intermittent or reduced schedule leave for the employee or employee's family member is foreseeable or is for planned medical treatment, including recovery from a serious health condition, the City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule. Intermittent/reduced scheduled leave may be taken to care for a newborn or newly placed adopted or foster care child only with the City's approval.

PROCEDURE FOR REQUESTING LEAVE AND NOTICE

All employees requesting FMLA leave must provide written or verbal notice of the need for the leave to the City Clerk. When the need for the leave is foreseeable, the employee must give verbal or written notice to their supervisor at least thirty (30) days prior to the date on which leave is to begin. If thirty (30) days' notice cannot be

given, the employee is required to give as much notice as practicable, including following required call-in procedures. The City requires an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

CERTIFICATION AND DOCUMENTATION REQUIREMENTS

For leave due to an employee's serious health condition or that of an employee's family member, the City will require the completion of a Medical Certification form by the attending physician or practitioner. The form must be submitted by the employee to the City Clerk within fifteen (15) calendar days after leave is requested. If the form is not submitted in a timely fashion, the employee must provide a reasonable explanation for the delay. Failure to provide medical certification may result in a denial or delay of the leave.

When leave is due to an employee's own serious health condition, a fitness-for-duty certification (FFD) will be required before an employee can return to work. Failure to timely provide such certification may eliminate or delay an employee's right to reinstatement under the FMLA.

If an employee is using intermittent leave and reasonable safety concerns exist regarding the employee's ability to perform his or her duties, a FFD certificate may be required as frequently as every 30 days during periods when the employee has used intermittent leave.

Recertification of leave may be required if the employee requests an extension of the original length approved by the City or if the circumstances regarding the leave have changed. Recertification may also be required if there is a question as to the validity of the certification or if the employee is unable to return to work due to the serious health condition.

The City may require an employee obtain a second option from a provider in which the City selects. If necessary to resolve a conflict between the original certification and the second opinion, the City may require the opinion of a third doctor. This third opinion will be considered final. An employee will be provisionally entitled to leave and benefits under the FLMA pending the second and/or third opinion.

REINSTATEMENT

Employees returning from Family and Medical Leave will be reinstated in the same position or a position equivalent in pay, benefits, and other terms and conditions of employment and will be required to provide the City Clerk with a fitness-for-duty certificate before returning to work.

GROUP HEALTH INSURANCE AND OTHER BENEFITS, CONCURRENT LEAVE AND SUBSTITUTION OF PAID LEAVE

The City will continue to pay their portion of premiums for health care and dental coverage if an employee is granted leave under this policy. The employee will be required to continue payment of the employee portion of group insurance coverage while on leave. Arrangements for payment of the employee's portion of premiums must be made by the employee with the City.

If there are changes in the City's contribution levels while the employee is on leave, those changes will take place as if the employee were still on the job.

Rights to additional continued benefits will depend on whether leave is paid or unpaid.

Any paid disability leave benefits (Short Term Disability or Long Term Disability), sick leave, Paid Time Off (PTO) or compensatory time off available to employees for a covered reason (an employee's serious health condition or a covered family member's serious health condition, including worker's compensation leave and Minnesota State Parenting Leave) will run concurrently with FMLA.

FAILURE TO RETURN TO WORK AFTER FMLA

Under certain circumstances, if the employee does not return to work at the end of the FMLA leave for at least 30 calendar days, the City may require the employee to repay the portion of the monthly cost paid by the City for group health and dental plan benefits. The City may also require the employee to repay any amounts the City paid on the employee's behalf to maintain benefits other than group health plan benefits.

If an employee does not return to work following 12 weeks of FMLA leave, the employee may be subject to

COBRA continuation.

If the employee fails to pay the City a portion of the premiums for which they are responsible for during the FMLA leave and the employee fails to return to work, coverage may end. Loss of coverage for failure to pay premiums is not a qualifying event for purposes of continuation coverage under COBRA.

ACTIVITIES PROHIBITED DURING FMLA
While on leave, an employee may not engage in activities (including employment) which have the same or similar requirements and essential functions of an employee's current position.

SENIORITY
Seniority does accrue during any period of unpaid FMLA.

UNPAID MEDICAL LEAVE OF ABSENCE
If an employee is ineligible for FMLA leave or has exhausted available FMLA leave benefits, it is the policy of the City to consider an employee's request for a medical or personal leave of absence. The amount of medical leave available to each employee will be determined on a case-by-case basis depending on the position held, staffing requirements, the reasons for the leave, and the anticipated return-to-work date. Employees who take unpaid medical leave are not guaranteed to return to the same position held prior to taking leave. Employees seeking a medical leave of absence will be required to present medical documentation to support the need for the leave, on-going documentation to support the need for continued leave, and documentation to support a return to work. During Unpaid Medical Leave, employees will be expected to keep in regular contact with the City Clerk. When you anticipate your return to work, please notify the City Clerk of your expected return date at least one week before the end of your leave. Employees on an Unpaid Medical Leave of Absence may be subject to COBRA notice and continuation benefits and will be solely responsible for payment of the entire COBRA. Failure to keep in touch with management during your leave, failure to advise management of your availability to return to work, or failure to return to work following leave will be considered a voluntary resignation of your employment.

FMLA – QUALIFIED EXIGENCY AND MILTARY CAREGIVER LEAVE
Qualified Exigency
Eligible employees (described above) whose spouse, son, daughter, or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service.
The qualifying exigency must be one of the following: (1) short-notice deployment; (2) military events and activities; (3) childcare and school activities; (3) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; (8) parental care; or (9) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Military Caregiver Leave
An employee eligible for FMLA leave (described above) who is the spouse, son, daughter, parent, or next of kin of a covered servicemember may take up to 26 weeks in a single 12-month period to care for that servicemember.
The family member must be a current member of the Armed Forces (including a member of the National Guard or Reserves), who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy, or otherwise is on outpatient status or on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, or members on the permanent disability retired list.

DEFINITIONS

- A **"son or daughter of a covered servicemember**" means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.
- A "**parent of a covered servicemember**" means a covered servicemember's biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents "in law."
- The "**next of kin of a covered servicemember**" is the nearest blood relative, other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.
- **"Covered active duty"** means:
    - "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.
    - "Covered active duty" for members of the reserve components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation as defined in section 101(a)(13)(B) of Title 10 of the United States Code.
- **"Covered servicemember"** means:
    - An Armed Forces member (including the National Guard or Reserves) undergoing medical treatment, recuperation, or therapy or otherwise in outpatient status or on the temporary disability retired list, for a serious injury or illness"; or
    - A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- **"Serious injury or illness"** means:
    - In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
    - In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.

AMOUNT OF LEAVE – QUALIFIED EXIGENCY

An eligible employee can take up to 12 weeks of leave for a qualified exigency.

AMOUNT OF LEAVE – MILITARY CAREGIVER

An eligible employee taking military caregiver leave is entitled to 26 workweeks of leave during a "single 12-month period." The "single 12-month period" begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date.

Leave taken for any FMLA reason counts towards the 26-week entitlement. If an employee does not take all 26 workweeks of leave to care for a covered servicemember during this "single 12-month period," the remaining part of the 26 workweeks of leave entitlement to care for the covered servicemember is forfeited. 29 C.F.R. § 825.127(e)(1) (2017).

CERTIFICATION OF QUALIFYING EXIGENCY FOR MILITARY FAMILY LEAVE

The City will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

CERTIFICATION FOR SERIOUS INJURY OR ILLNESS OF COVERED SERVICEMEMBER FOR MILITARY FAMILY LEAVE

The City will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay.

Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Servicemember. All other provisions of the FMLA policy, including Use of Paid Leave, Employee Status and Benefits During Leave, Procedure for Requesting Leave, and Benefits During Leave and Reinstatement, are outlined above in the FMLA policy.

MILITARY LEAVE

Minnesota Statutes Section 192.26 and 192.261 provide that an employee of any municipality who is a member of the National Guard, the Naval Militia, the Officers Reserve Corps, the Naval Reserve, the Marine Corps Reserve or any other reserve component of the military or naval forces of the United States, is entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time such employee is engaged in training or active service not exceeding a total of fifteen (15) days in any calendar year.

The leave of absence is only in the event the employee returns to employment immediately upon being relieved from military or naval service, or is prevented from returning by physical or mental disability or other cause not the fault of the employee, or is required by the proper authority to continue in military or naval service beyond the fifteen (15) day period allowed for the paid leave of absence.

Notice shall be given the Employer at least fifteen (15) working days in advance of the requested leave. Notice may be waived under certain circumstances.

In accordance with State Law, the employee shall be granted an unpaid leave of absence when called to active duty. If an employee has not yet used their fifteen (15) days of paid leave when called to active duty, any unused paid time will be allowed prior to the unpaid leave of absence.

The first thirty (30) days of the leave of absence shall be considered work time for the purposes of vacation, and sick leave.

Returning reservists have the right to return to their jobs or another job of similar seniority, status, and pay upon completion of active duty in accordance with M.S. 192.261, Subd. 2 and 38 U.S.C. Section 2021 and 2024.

JURY DUTY

Regular full-time and part-time employees shall be granted paid leaves of absence for required jury duty. Such employees shall be required to turn over any compensation they receive for jury duty, minus mileage reimbursement, to the City in order to receive their regular wages for the period. Time spent on jury duty shall not be counted as time worked in computing overtime.

Employees excused or released from jury duty during their regular working hours shall report to their regular work duties as soon as possible.

Employees shall notify their supervisor as soon as possible after receiving notice to report for jury duty. The

employee will be responsible for ensuring that a report of time spent on jury duty and pay form is completed by the Clerk of Court so the City will be able to determine the amount of compensation due for the period involved.

Temporary employees are not eligible for compensation for absences due to jury duty. They can take a leave without pay with department head approval.

COURT APPEARANCES

Employees will be granted paid leave time to testify in Court only for City-related business. Any compensation received for court appearances (e.g. subpoena fees) arising out of or in connection with City employment, minus mileage reimbursement, must be turned over to the Finance Department.

VICTIM OR WITNESS LEAVE
An employee must allow a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony or is the spouse or immediate family member (immediate family member includes parent, spouse, child or sibling of the employee) of such victim, reasonable time off from work to attend criminal proceedings related to the victim's case. An employee must give 48 hours advance notice to the city of their need to be absent unless it is impracticable, or an emergency prevents them from doing so. The city may request verification that supports the employee's reason for being absent from the workplace. See the Safety Leave section of this policy for additional information on leave benefits available to employees and certain family members.

HOLIDAYS

A. The City observes the following to be official holidays for all regular full-time and part-time employees:

New Year's Day	Columbus Day/Indigenous People Day
Martin Luther King, Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving*
Independence Day	Christmas Eve*
Labor Day	Christmas Day
Juneteenth	

* Provided Christmas Eve falls on a Monday through Thursday
* Day after Thanksgiving recognized for staff whose regular staffing hours include Fridays

Holiday pay will be calculated based on the employee's straight time pay rate (as of the date of the holiday) times the number of hours the employee would have otherwise worked on that day.

For employees whose regular hours **include** Friday, a recognized holiday that falls on a Friday, will be observed on its given date. For holidays that fall on a Saturday they will be observed on the preceding

Friday and a recognized holiday that falls on a Sunday will be observed the following Monday.

For employees whose regular hours **do not include** Friday, when a recognized holiday, such as New Year's, Juneteenth, Independence Day, Veterans Day or Christmas, not including the Friday after Thanksgiving or Christmas Eve, falls on a Friday or Saturday, the employee will earn one floating holiday. If a recognized holiday falls on a Sunday, it will be observed the following Monday. Floating holidays must be used by December 31st of the year in which they are applicable.

If a recognized holiday falls during an eligible employee paid absence (such as a vacation or sick leave) holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Floating holidays will not be paid out if employee leaves nor will they be carried into the next year if the employee does not utilize them by the end of the year in which they were gained.

All full-time employees in regular positions are entitled to time off with full pay on holidays. The City Hall shall be closed for business on each such holiday, but employees may be required to work on paid holidays when the natures of their duties or other conditions exist. A full-time and part-time casual employee required to work on a holiday shall receive two (2) times their regular rate of pay in lieu of any other holiday payment for all hours worked.

B. All official holidays shall be considered to commence at the beginning of the first shift of the day on which the holiday is observed and continue for twenty-four (24) hours thereafter.

C. Overtime for working holidays, as may be provided for certain employees shall be for hours worked on the "actual" holiday as opposed to the "observed" holiday.

D. Temporary, seasonal, and intermittent employees who are required to work on New Year's Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving, and Christmas Day will be paid a holiday differential of double time.

VACATION

Unless as otherwise approved by the City Council or contained in a collective bargaining agreement, vacation leave shall be accrued per pay period by all regular and probationary employees pursuant to the following schedule:

Table effective until midnight, 12/31/2023.Vacation time for permanent full-time employees shall be credited during each two week pay period. Employees will receive credit for vacation time at the following rates based on years of service:

Years of Service	Days/Year	Hrs/Pay Period	Max Accumulation
0-5	10	3.077	120
6-10	15	4.615	180

11	16	4.923	180
12	17	5.231	180
13	18	5.538	180
14	19	5.846	180
15+	20	6.154	180

A vacation day is calculated based on the employee's straight time pay rate times the number of hours the employee would have otherwise worked on that day.

Table below effective on 01-01-2024

Years of Service	Hours of Vacation	Hrs/Pay Period	Max Accumulation
0-2	80	3.077	120 Hours
2-5	120	4.615	140 Hours
5-10	160	6.154	180 Hours
10-14	180	6.923	200 Hours
15+	200	7.692	220 Hours

Any hours over maximum accumulation amount on December 31st of each year will not be paid out and will be lost.

A. For purposes of crediting additional vacation leave, an employee using previously credited vacation or sick leave shall be considered to be working. Compensatory time cannot be accrued when an employee is using vacation, sick, or compensatory time. Employees will be allowed to reduce the number of hours of vacation, sick, or compensatory time taken so that additional compensatory time is not accrued.

B. Use of accrued vacation shall be subject to approval of the department head. Requests for time off should typically be received at least forty-eight (48) hours in advance of the requested time off. This notice may be waived at the discretion of the department head. Leaves of one (1) week or more normally will require greater notice.

C. Vacations can be requested in increments of one-quarter (.25) of an hour up to the full amount accumulated, upon approval. Vacation leave can be donated to another benefit-earning employee only under extenuating circumstances as approved by the City Administrator.

D. Part-time casual employees, paid-on-call, intermittent, temporary and seasonal employees are not eligible for paid vacation.

E. Employees may use credited vacation time upon completion of six (6) months employment. Exceptions to this waiting period may be approved by the City Administrator prior to hire.

F. Employees may not use vacation time prior to it being credited except as approved by the City Administrator.

G. City Administrator and designated Department Heads have the discretion to consider previous work experience when administering this policy and may use previous work experience as a factor in determining

placement of the employee in the accrual rates table of this section.

H. An employee who previously left employment in the City in good standing shall, upon returning to work in the City, begin accruing vacation hours at the rate that was in effect for the employee at the time of the employee's previous department from the City.

UNPAID LEAVE

Unpaid leaves may be approved in accordance with the City Personnel Policies. Employees must normally use all accrued vacation and compensatory time prior to taking an unpaid leave. Any exceptions to this policy must be approved by the City Administrator.

JOB RELATED INJURIES OR ILLNESS

A. All employees are required to immediately report all job-related illnesses or injuries to their supervisor (no matter how minor) by filling out a First Report of Injury form. If a supervisor is not available and the nature of injury or illness requires immediate treatment, the employee shall go to the nearest appropriate medical facility for treatment from a medical doctor and, as soon as possible, notify his/her supervisor and your medical doctor of the action taken.

If the injury is not of an emergency nature, but requires medical attention, the employee shall report it to the supervisor and call a medical doctor to schedule a medical appointment.

B. Worker's Compensation benefits and procedures to return to work shall be applied according to applicable State and Federal laws.

BEREAVEMENT LEAVE

Employees shall be entitled up to three paid Bereavement Leave days when a death occurs in their immediate family. Immediate family, for this purpose, is defined as: Parent, Parent In-Law, Spouse, Child, Sibling, Grandparents and Mother/Father-In Law. Paid time off behind the general allowance set forth above will be charged against employee accrued Sick of Vacation time. This paid leave will not be deducted from the employees' vacation or sick leave balance. Leave taken beyond the initial three days, employee shall use vacation or compensatory time.

PARENTING LEAVE

A. Employees who work twenty (20) hours or more per week and have been employed more than one year are entitled to take an unpaid leave of absence in connection with the birth or adoption of a child. The leave may not exceed twelve weeks, and must begin not more than six (6) weeks after the birth or adoption of the child.

B. Employees are not required to use sick leave during parental leave but may use sick leave at their option for any period of this leave they are unable to work due to medical reasons. In addition, sick leave of up to three (3) days for a normal delivery and four (4) days for caesarean may be requested by employees in order to take their spouse to the hospital for delivery and during the days immediately following the birth including bringing the spouse and child home.

C. The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain in effect during the twelve (12) week leave.

D. Seniority will continue to accrue during the twelve (12) week parental leave for eligible employees. Employees, who are not covered under the law, may receive up to a maximum of two (2) weeks unpaid leave that is not adjusted for seniority with authorization of the department head and City Administrator.

SCHOOL CONFERENCE LEAVE

Any employee, may take unpaid leave for up to a total of sixteen (16) hours during any school year to attend school conferences or classroom activities related to the employee's child (under 18 or under 20 and still attending secondary school), provided the conference or classroom activities cannot be scheduled during non-work hours.

ELECTIONS AND VOTING

An employee who is selected to serve as an election judge pursuant to M.S. Section 204B.21 subd. 2, will be allowed time off without pay for purposes of serving as an election judge, provided that the employee gives the City ten (10) days written notice.

All employees who are eligible to vote at a State general election, at an election to fill a vacancy in the office of United States Senator or Representative, or in a Presidential primary, shall be allowed time off with pay to vote during the morning of election day.

An individual who is selected to serve as an election judge pursuant to section MN State Statute 204B.21, subdivision 2 may, after giving an employer at least 20 days' written notice, be absent from a place of work for the purpose of serving as an election judge without penalty. An employer may reduce the salary or wages of an employee serving as an election judge by the amount paid to the election judge by the appointing authority during the time the employee was absent from the place of employment.

The written request to be absent from work must be accompanied by a certification from the appointing authority stating the hourly compensation to be paid the employee for service as an election judge and the hours during which the employee will serve. An employer may restrict the number of persons to be absent from work for the purpose of serving as an election judge to no more than 20 percent of the total work force at any single worksite.

LEAVE WITHOUT PAY AND MEDICAL LAYOFF

This section sets forth policy regarding leave without pay and medical layoff and shall generally be followed to promote fairness and consistency. However, nothing in this policy shall limit the City's authority to make additional reasonable accommodations as may be necessary and which do not result in hardship to the City.

A. A department head may authorize leave without pay for up to thirty (30) days after conferring with the City Administrator. Leave of absences for greater periods may be granted by the City Council to a maximum of one (1) year (paid and unpaid leaves combined.) Employees are not eligible for leave of absences beyond one year - including paid and unpaid leave time combined.

B. Normally employee benefits will not be earned by an employee while on leave without pay. However, the City's contribution toward health, dental and life insurance may be continued, if approved by the City Council, for leaves of up to ninety (90) days when the leave is for medical reasons.

If an employee is not working any hours, the employee will not be credited with, or be paid, holidays, vacation or sick leave while on a regular leave without pay except as required by law. Employees who are working reduced hours while on this type of leave, will be credited vacation, sick leave and holidays based on actual hours worked. Leave without pay hours will not count toward seniority except as required by law.

C. To qualify for leave without pay, an employee must first use all credited vacation and compensatory time. If the leave is for medical reasons and eligible for sick leave, all sick leave must also be used prior to an unpaid leave of absence of more than one week. Leave without pay for purposes other than medical leave or work-related injuries will be at the convenience of the City.

Employees may be placed on medical layoff, at the discretion of the City Administrator, after one year's absence if the employee is not able to return to work but the medical prognosis indicates they will very likely be able to return and perform the essential functions of the job within twelve additional months. The City reserves the right to obtain a second opinion on return to work prognosis
The medical layoff is an unpaid status with no benefits and no accrual of seniority. Employees who are able to return from medical layoff will not be guaranteed their previous position but will be eligible for reinstatement to their previous job class as a position becomes available for which the applicable department head feels they are qualified. Employees will retain this eligibility to be considered for reinstatement from medical layoff for a maximum of one year from the beginning of the medical layoff. Employees who are eligible to receive PERA disability benefits are not normally eligible for medical layoff but may be eligible if the PERA disability benefits are likely to be short term.

Employees placed on medical layoff may elect to be paid any severance pay for which they are eligible.

ADMINISTRATIVE LEAVE

Under special circumstances, the City Administrator may place an employee on an administrative leave pending the outcome of an internal or external investigation. The leave may be paid or unpaid, depending on the

circumstances, as determined by the City Administrator.

EMPLOYEES WITH WORK RESTRICTIONS

At times employees may require job modifications, a leave of absence, or other action due to an injury, illness or a medical or psychological condition preventing them from performing one or more of their required duties. Employees are responsible for notifying their supervisor of any need for job modification or leave of absence. Each situation will be evaluated on a case-by-case basis consistent with applicable State and Federal laws. Medical documentation may be required.

Job modification leaves or other action may also be required when the employee cannot safely perform the job. This includes situations where exposure to potentially harmful situations or substances is likely to jeopardize the health or safety of the employee, coworkers, or the public. It also includes situations where an employee's work performance, or other indications, leads a supervisor to objectively conclude that the employee may not be able to perform the job or parts of the job safely.

The City Administrator will advise supervisors and department heads on appropriate actions to take and/or job modifications needed. Job modifications will normally be temporary in nature unless required to be otherwise by law. At times, an outside resource may be called to assist in determining appropriate action. This may include the employee's physician, a City-appointed physician or psychologist, or a rehabilitation or occupational medicine specialist.

SECTION 10 – SEPARATION FROM SERVICE

RESIGNATIONS

Employees wishing to leave the City service in good standing shall provide a written resignation notice to their department head, at least ten (10) working days before leaving. The written resignation must state the effective date of their resignation. Failure to comply with this procedure may be considered cause for denying such employees future employment with the City and severance pay.

RETIREMENT NOTICE PROGRAM, effective 01-01-2024

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

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

SEVERANCE PAY, effective 01-01-2024

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

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

Up to 8 years of service	50% of accrued sick leave
9 to 16 years of service	65% of accrued sick leave
17 years or more of service	80% of accrued sick leave

Good standing is defined as the employee providing the required notice of resignation and voluntary resigning reasons other than in anticipation of discharge. In those cases, in which an employee terminates employment and fails to give required notice of resignation or if the employee is terminated for cause, the right to severance pay shall be reviewed on an individual basis and determination of eligibility shall be within the discretion of the employer.

This Section is not intended to create a contract between the City and any Employee.

RETURNING CITY PROPERTY

Employees leaving city employment are required to return all property and equipment issued or acquired by the City prior to their last day of employment. This equipment includes but is not limited to building keys, gas pump cards and vehicle keys, identification badges, laptop, cellphone or tablets (with pass code and password) and all other property issued to employees during their employment.

Failure to comply with this policy will impact an employee's good standing determination for severance pay and may result in further action to obtain said materials.

CONTINUATION OF BENEFITS UPON SEPARATION – COBRA

Federal law provides that employees who are actively enrolled in the cafeteria plan and who have separated from city service may continue on the City's group health, dental and live insurance plans for up to 18 months. Pursuant to applicable state or federal law requirements, changes in family status, eligibility for Medicare or death of a spouse may warrant continuing coverage for up to 36 months. Continuing coverage premiums must be paid in full by the separated employee, their spouse, or dependents or coverage will lapse. Contact the City Clerk for details.

DEATH OF EMPLOYEE

If termination of employment is caused by death of the employee, any wages earned and not paid, any unused vacation, that part of accumulated sick leave eligible for severance benefits, and the prorated insurance payment will be paid to the spouse or the estate of the deceased.

SECTION 11 - DISCIPLINE

GENERAL POLICY

City employees shall be subject to disciplinary action for failing to fulfill their duties and responsibilities, including observance of work rules adopted by the City. Supervisors are responsible for maintaining compliance with City standards of employee conduct. The City reserves the right to use discretion in applying this policy as circumstances warrant.

City employees are expected to fulfill their duties and responsibilities at the level required, including observance of work rules and standards of conduct. Failure to do so may result in disciplinary action.

The reporting of misconduct and prevention of the escalation of misconduct are areas that demand all employees to exercise courage, integrity, and decisiveness. When a non-supervisory employee becomes aware of possible misconduct by another City employee, the employee shall immediately notify a supervisor.

Furthermore, an employee who observes serious misconduct shall take appropriate action to cause the misconduct to immediately cease. The fact that a supervisor is present and not taking appropriate action to stop the serious misconduct does not relieve other employees present from this obligation.

Specific reasons for discipline and dismissal are too numerous to describe in total in these policies. Lack of a specific listing of reason shall in no way limit the City from taking action deemed appropriate for a specific offense.

WORK RULE OFFENSES

An employee shall be subject to immediate disciplinary action, without warning, up to and including discharge, for the violation of any of the following rules.

Major Offenses - Serious offenses for which suspension or dismissal would be reasonable in the absence of previous discipline.

- Gross neglect of duty.
- Immoral or indecent conduct while on duty.
- Excessive use of force.
- Intentional falsification of personnel records, time reports or other City records or reports.
- Convictions of a felony, or of a misdemeanor involving moral turpitude, while an employee of the City.
- Theft or intentional destruction of City property or another employee's property.

- Sleeping on the job during paid work hours including sleeping or having the appearance of sleeping in public view, or in a City vehicle, while on a paid or unpaid break.
- Intoxication, or being under the influence of intoxicants, drugs or narcotics while on duty.
- Intentional or careless conduct endangering the safety of other employees, including the provoking of - or instigating - a fight during working time or on the City premises.
- Inducing or attempting to induce any employee in the service of the City to commit an unlawful act or to act in violation of any lawful departmental or official regulation or order.
- Insubordination, which is the refusal to comply with the supervisor's instructions unless such instructions are injurious to employee's safety or health.
- Abusive, threatening or coercive treatment, or harassment of another employee or the public on employer's time or premises.

Major/Minor Offenses - The level of discipline that is appropriate depends on the City's determination of the level of severity and frequency.

- Indulging in offensive conduct or using offensive language toward the public, or in public, or toward City officials, supervisors or other employees.
- Accepting any fee, gift or other valuables in the course of or in connection with work, when such gift or other valuables are accepted for personal use.
- Soliciting political contributions from municipal employees and engaging in political activities on or with City property or on City time.
- Unauthorized use of City-owned equipment and vehicles.
- Failure to fulfill employee responsibilities as outlined in this manual especially those detailed in Section 3, "City Wide Work Rules and Code of Conduct."
- Violation of a safety rule or safety practice.
- Failure to report for work without giving the department head or his/her designee department office earliest possible notice of such absence.
- Incompetence in the performance of job duties.
- Violation of departmental policies, procedures or rules.
- Absenteeism and/or tardiness.
- Off-duty conduct that is potentially damaging to the reputation of the City.
- Carelessness or negligence with the monies or the property of the City.
- Horseplay - actions adversely affecting safety of normal operations of the department or other employees.

- Failing to start work at designated time, abuse of break or meal periods, quitting work before the proper time or leaving employer's premises during working hours without authorization from the supervisor.
- Smoking in posted or unauthorized areas.
- Vending, soliciting or collecting contributions on the employer's time or premises without prior authorization from the appropriate department head and/or City Administrator.
- Spreading negative rumors about other employees.
- Bringing negative public opinion upon the City by one's conduct
- Treating other employees in an unprofessional or disrespectful manner including making hurtful, disparaging or cutting remarks. (Instructive comments and suggestions for improvement are encouraged provided they are given in a positive, constructive manner.)
- Violation of City Driving Policy.

PROCESS

The following are descriptions of the types of disciplinary actions:

ORAL REPRIMAND

Oral reprimands are normally given for first infractions on minor offenses to clarify expectations and put the employee on notice that the performance or behavior needs to change, and what the change must be. The supervisor will document the oral reprimand including date(s) and a summary of discussion and corrective action needed.

WRITTEN REPRIMAND

Written reprimands are more serious. Written reprimands are issued by the supervisor upon prior approval from the department head.

A written reprimand shall normally state the reason for the warning along with the policy, directive, performance expectation etc. which was violated. It shall normally describe actions taken by the supervisor to correct the problem, if applicable, including any timetables or goals set for improvement.

Employees may be given a copy of the reprimand to sign acknowledging that they have received the reprimand. Employees' signatures do not mean that they agree with the reprimand. Written reprimands shall be placed in the employee's personnel file.

SUSPENSION WITH OR WITHOUT PAY

The City Administrator may suspend an employee without pay for disciplinary reasons. Suspension without pay may be followed with immediate dismissal as deemed appropriate by the City Council with the recommendation of the City Administrator in consultation with the City Attorney. There may be some situations where suspension with pay or administrative leave with pay will be allowed by the City Council

(generally during a lengthy investigation where it is impractical to allow the employee to continue to work).

The employee will be notified in writing of the reason for the suspension either prior to the suspension or shortly thereafter. A copy of the letter of suspension will be placed in the employee's personnel file.

An employee may be suspended pending an investigation of an allegation. If the allegation is proven false after the investigation, the relevant written documents will be removed from the personnel file and the employee shall receive any compensation benefits due had the suspension not taken place.

Supervisors are authorized to send employees home immediately when an employee's behavior violates the Personnel Policies or department policies or otherwise constitutes serious misconduct.

DEMOTION AND/OR TRANSFER

An employee may be demoted or transferred if the City Council determines this would be the best solution to the problem. The employee must be qualified for the position to which they are being placed.

SALARY

An employee's salary increase may be withheld or the salary may be decreased due to performance deficiencies.

DISMISSAL

The City Council may dismiss an employee.

The employee must first be offered an opportunity for a hearing to allow the employee the opportunity to respond to the allegations. Information presented at this hearing will be considered along with all other relevant information already collected in determining appropriate discipline.

If the disciplinary action involves the removal of a covered veteran, the hearing shall be held in accordance with Minnesota Statutes Section 197.45. Removal of veterans may be made only for incompetence or misconduct shown after a hearing with due notice (M.S. 197.46).

SECTION 12 - GRIEVANCE PROCEDURE

Any dispute between the employee and the City relative to the specific application, meaning or interpretation of these Personnel Policies shall be settled in the following manner unless contrary to a current labor agreement.

A. **Step 1:** The grievance shall be presented in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Personnel Policies allegedly violated and the remedy requested, by the employee or his/her designate to the proper department head within twenty-one (21) days after the alleged violation or dispute has occurred. The department head or his/her designate will respond to the employee or his/her designee in writing within seven (7) calendar days.

Step 2: If the grievance has not been settled in accordance with Step 1, it shall be presented in writing,

setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Personnel Policies allegedly violated, and the remedy requested, by the employee or his/her designate to the City Administrator within seven (7) days after the department head's response is due. The City Administrator or his/her designate will respond to the employee or his/her designate in writing within seven (7) calendar days.

Step 3: If the grievance has not been settled in accordance with Step 1 or Step 2, it shall be presented to the City Council for final action in the same manner as Step 2. The City Council will provide the final authority for interpretation or application of the Personnel Policies. The decision of the City Council is final.

B. WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step in the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the employer's last answer. If the employer does not answer a grievance or an appeal thereof within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the employer and the employee without prejudice to either party.

The following actions are not grievable:

1. Performance evaluations;
2. Dismissals of employees during their probationary or training period (subject to Veteran's Preference Laws);
3. Demotions of employees who do not pass their promotional probation;
4. Pay increases or lack thereof; and
5. Merit pay awards;

*The above list is not meant to be all inclusive or exhaustive. *

SECTION 13 - EMPLOYEE EDUCATION AND TRAINING

The City promotes staff development as an essential, ongoing function needed to maintain and improve cost effective quality service to residents. The purposes for staff development are to ensure that employees develop and maintain the knowledge and skills necessary for effective job performance and employees are provided with an opportunity for job enrichment and mobility.

GENERAL POLICIES

A. The City shall encourage training sessions involving employees of the same department or of similar job classifications where necessary to the performance of their jobs.

B. Supervisors shall provide an orientation program for new employees.

C. The immediate supervisor shall ensure training is provided for the operation of new equipment as required.

D. The City encourages contact with personnel from other municipalities in order to learn more efficient job procedures.

E. The City encourages the use of in-house talents and skills in training as well as the expertise of local citizens, companies and agencies.

F. Training application forms are available at City Hall.

GENERAL GUIDLINES

General guidelines for training where the City provide financial support and/or time off work are as follows:

1. Work interference shall be minimal.

2. Training shall not duplicate recent training.

3. Training costs shall be within budgetary limits.

4. Preference shall be given to training that provides the most benefit to the City at the least cost.

5. The department head shall ensure that there is adequate coverage of departmental responsibilities before approving training applications.

6. Training shall relate to an employee's job or health/safety.

7. Efforts shall be made to distribute training equitably within a department.

8. Training shall be structured to provide general information that will aid in an employee's growth or maintenance of professional standards.

9. Temporary, seasonal, casual part-time, paid-per-call and intermittent employees shall be excluded unless approved by their department head. Safety training shall be provided to all employees.

10. If the department head or supervisor requires attendance at a seminar, the City pays tuition/registration fees and hourly wages for all required hours of attendance. Expenses will be paid in accordance with standard practices. This applies to regular full-time and part-time employees.

11. Employees should be aware at all times that they are representing the City while attending any conference, meeting seminar or convention. Employees should conduct themselves as if they were at work. Improper conduct at any City authorized or sponsored event reflects poorly on the City and will be subject to disciplinary action as if it occurred during regular working hours.

PUBLIC PURPOSE EXPENDITURE POLICY

Consistent with Minnesota State laws that permit and require the expenditure of public funds for public purposes, the St. Francis City Council hereby adopts the following policy and guidelines to provide asistance and clarification to officials and employees for determinations of when public funds may be spent. The over-riding principle is that public funds must be spent for a public purpose. The City Council recognizes that the determination of a valid public purpose is an evolving concept that is somewhat subjective and therefore feels thoughtful discussion and guidance in the form of a policy and guidelines is appropriate. The City Council authorizes the City Administrator and department heads to establish additional administrative policies and procedures and to interpret appropriate use of public funds consistent with this policy and guidelines.

Definitions:

Public Purpose Expenditure – An expenditure of funds related to the purpose for which the City of St. Francis exists, including the mission, goals, functions, and responsibilities of elected and appointed officials, employees and other City representatives.

Employee – For purposes of this policy, the word 'employee' shall include all employees, elected officials, and appointed officials.

PUBLIC PURPOSE GUIDELINES

1. Training and development programs for elected and appointed officials and employees serve a public purpose when those training and development programs are related to their job performance and to the programs and services provided by the City to its residents.

2. Payment of employee work-related expenses, including travel, lodging, telephone, and meal expenses serve a public purpose when those expenses are necessarily incurred by employees in connection with their official duties and/or work assignments and those expenses are directly related to the performance of the governmental function for which employees have responsibility.

3. Safety, health and wellness programs for employees serve a public purpose because they result in healthier and more productive employees and reduce certain costs to the City and taxpayers, including various costs related to worker's compensation, health insurance premiums, disability benefit claims, and lost time due to employee absences.

4. Public expenditures to recognize contributions made by employees are part of an overall compensation program offered to employees for work performed. It serves a public purpose because formally recognizing employees who make contributions and demonstrate their commitment during the performance of their duties results in higher morale and increased employee cooperation, understanding and productivity and therefore assists the City in providing efficient and cost-effective services to its citizens. Including all employees in events to recognize service and commitment encourages other employees to work harder and make additional contributions and builds greater teamwork among employees in different departments.

   Employee productivity is directly related to employee satisfaction and that satisfaction depends on much more than just a paycheck. Employee satisfaction is directly and closely tied to the entire compensation package and the work environment. Recognizing employees' efforts and talents is a key factor in a good work environment and is accomplished several ways, both structured and unstructured. Examples of structured events include employee retirement and farewell events, years of service recognition, and swearing-in ceremonies for law enforcement. These events are an integral part of our employee compensation program and are directly related to employee satisfaction, which in turn leads to greater productivity and enhanced service to the community.

5. Public expenditures for appropriate community and customer outreach activities serve a public purpose when those expenditures are necessary to ensure efficient operation of the City's programs or services, promote the availability or use of services or City resources, or to promote coordinated, cooperative planning activities among and between the City and the private sector or other public sector jurisdictions for the benefit of the public.

6. Public expenditures for food and refreshments associated with official functions, employee training, and meetings to discuss City business serve a public purpose when the provision of food or refreshments helps to ensure meaningful participation by those attending. These functions serve a public purpose to receive or provide information of concern to the City, recognize individuals for their service to the City, or provide a forum to discuss City business. These meetings should be limited to meetings where the primary purpose is to discuss City business.

7. Expenditures for membership in professional and community organizations and attendance at meetings and professional conferences serve a public purpose by keeping employees informed of state and federal laws and proposed legislation, rules, regulations, court and arbitration decisions, risk management, effective employee and labor relations strategies and issues, availability of grants and other funding sources, community concerns, and public-private partnership opportunities that are directly related to the performance of city-related governmental functions and to the service provided to the residents.

8. Expenditures for educational reimbursement serve a public purpose when the coursework is directly related to the job duties or performance needs of the employee and therefore improve the knowledge, skills and abilities needed to provide effective and efficient services to the residents.

9. Public expenditures for volunteer recognition serve a public purpose because formally recognizing volunteers who contribute their time and expertise promotes a positive relationship with the community and encourages volunteerism. Increased volunteerism increases the City's ability to provide cost-effective services to the community.

FINANCIAL CONSIDERATIONS

Funding for any expenditure must be approved by the appropriate supervisory staff or City Administrator, in accordance with established procedures, and must be included in the approved City budget.

NATIONAL AND REGIONAL TRAINING

A. To be approved for National or Regional training sessions, the employees must meet the following requirements:

1. Be employed as a regular full-time or part-time employee for a minimum of six (6) months with the City.

2. Training application will be approved by the City Administrator.

3. Generally, these training sessions will not exceed five (5) workdays.

B. The classes of employees eligible for national training sessions (out of the region) are the City Administrator and senior management staff. Exceptions may be approved by the City Administrator.

C. All management and supervisory staff are eligible for regional training sessions in Wisconsin, Iowa, North Dakota, South Dakota, assuming general guidelines of this policy are met. On an exception basis, non-supervisory staff may be approved for regional training by the City Administrator.

TRAINING SESSIONS WITHIN MINNESOTA

A. Professional and technical employees (including law enforcement) are eligible for training sessions held anywhere within the State of Minnesota assuming general guidelines of this policy are met.

B. All employees are eligible for local training (Twin cities metro-area or close proximity) under the same assumptions.

PART-TIME EMPLOYEE TRAINING POLICY

Part-time employees are not normally eligible to attend conferences at the City's expense. In certain circumstances, it may be appropriate to send a part-time employee to a conference.

In these circumstances, the following guidelines apply:

A. Out-of-state conferences and seminars will not normally be approved.

B. In-state conferences and seminars may be approved under the following conditions:

1. City pays tuition and/or registration fee.

2. Employee pays cost of transportation, lodging and any meals not covered by registration fees.

3. City will pay hourly wages on a prorated basis on percentage of full-time position.

C. Any exception to above policy guideline should be discussed with the City Administrator prior to approval.

TRAVEL/MEAL ALLOWANCE

A. If employees are required to travel outside of the area in performance of their duties as a City employee, they will receive reimbursement of expenses for meals, lodging and necessary expenses incurred. However, the City will not reimburse employees for meals connected with training held within St. Francis City limits, unless meals are provided as part of the training. Reimbursement for travel expenses will be allowed at coach rates for air travel.

B. Employees who find it necessary to use their private automobiles for City travel and who do not receive a car allowance will be reimbursed at the prevailing rate as established by the Federal IRS Rate.

C. For training approved by the City Administrator, the City will pay for the conference fees, transportation costs and reasonable costs for meals and lodging for full-time employees.

D. Expenses for meals, including sales tax and gratuity, will be reimbursed according to the following limits and procedures. No reimbursement will be made for alcoholic beverages. Per Diem meal expenses of $60 per day will be allowed without receipts being required. If less than three meals are purchased, deductions to the per diem or the meal allowance maximum will be made in the following amounts:

$10.00 - Breakfast:	***$20.00 - Lunch:***	***$30.00 - Dinner***

Full reimbursements, over the maximums specified, will be authorized for all employees if a lower cost meal is not available when attending banquets, training sessions, or meetings of professional organizations.

MEMBERSHIPS AND DUES

The purpose of memberships to various professional organizations must be directly related to the betterment of the services of the City. Normally, one City membership per agency, as determined by the responsible authority is allowed, providing funds are available.

Upon separation of employment, individual memberships remain with the City and are transferred to other employees by the department head.

CONCLUSION

The City of St. Francis has determined that the above expenditures are valid expenditures and serve a public purpose.

SECTION 14- OTHER INFORMATION

COPY MACHINE USE

All employees of the City are afforded the use of City copy machines for personal matters, at cost. Personal copying shall not conflict with City business.

KEYS AND OTHER EQUIPMENT

A. Every employee who has authorized possession of any key, tools or other equipment on a full-time basis must register their name and the serial number of the key, if applicable, or other equipment with the department head.

B. All such equipment must be turned in and accounted for by any employee who terminates his/her services with the City.

C. Every employee shall be responsible for the safekeeping and care of all such equipment. All expenses incurred by the loss of such equipment shall be borne by the employee.

D. The duplication by a locksmith or other person of keys, openings, structures or equipment owned by the City is prohibited unless authorized by the City Administrator or department head. Any employee found having an unauthorized duplicate key will be subject to disciplinary action.

E. Employees shall not use or access another employee's office, computer, desk, e-mail, voice mail, or in- or out-boxes without authorization.

POLICY PROHIBITING EMPLOYEE POSSESSION OF FIREARMS

The City of St. Francis prohibits all employees, except sworn employees of the Police Department, from carrying or possessing firearms while acting in the course and scope of employment for the City. The possession or carrying of a firearm by employees (other than sworn law enforcement officers) is prohibited while working on city property or while working in any location on behalf of the City of St. Francis. This includes but is not limited to:

- Driving on City business;
- Riding in a car or in any type of mass transit while on City business;
- Working at any City building;
- Working off-site on behalf of the City;
- Performing emergency on-call work after normal business hours and on weekends;
- Working at private residences and businesses on behalf of the City;
- Attending training, meetings, or conferences on behalf of the City.

An exception to this policy is that City employees may carry and possess firearms in City-owned parking areas if they are not working on behalf of the City and have the proper permit. Therefore, employees who must drive their personal vehicles on City business must lock their firearm in their trunk before using their vehicle for city business and leave it in their locked trunk until the city business is completed.

When responding to on-call work from home after regular hours, an employee is prohibited from bringing a firearm in their private vehicles unless the vehicle remains in a parking lot and is not needed in order to respond to the call. No firearms will be allowed in City vehicles since City vehicles are only to be used for City business.

Violations of this policy are considered a major work infraction and are subject to disciplinary action in accordance with the City's discipline procedures policy.

CITY DRIVING POLICY

This policy applies to all employees who drive a vehicle on city business at least once per month, whether driving a city-owned vehicle or their own personal vehicle. It also applies to employees who drive less frequently but their ability to drive is essential to their job due to the emergency nature of their job.

The City expects all employees who are required to drive as part of their job to drive safely and legally while on City business and to maintain a good driving record. The intent of this policy is to provide clear expectations of behavior and clear consequences for failure to adhere to the policy.

Employees who lose their driver's license or receive restrictions on their license are required to notify their immediate supervisor on the first work day after any temporary, pending or permanent action is taken on their license and to keep their supervisor informed of any changes thereafter.

The City desires to retain good, qualified employees and at the same time reduce or limit liability for the City. An employee, who drives in an illegal, careless or unsafe manner **while on duty**, will be subject to additional sanctions including the possibility of discipline and/or loss of work accommodation. As it is an expectation that all employees who are covered by this policy maintain good driving record, employees will be disciplined for not maintaining one.

USE OF MUNICIPAL VEHICLES

The intent of this policy is to provide clear direction on authorized use of municipal vehicles and also to comply with Minnesota Statute 471.666 Section 16 (Personal Use of Publicly-Owned Vehicles Prohibited). Certain designated City employees are authorized take-home vehicles based on demonstrated need to respond to emergencies outside of their normal scheduled work hours. The City Administrator will approve all ongoing take home vehicle assignments. Department heads will approve restricted or occasional take home vehicle assignments. Justification for vehicle use will be given upon request of City Administrator.

Overall, City vehicles generally fall into five (5) categories:

1. Unmarked public safety vehicles;
2. Staff cars, vans, and trucks marked with City emblem or City and Department emblems;
3. Squad cars;
4. Fire Department marked vehicles;
5. Public Works and Parks Maintenance trucks and equipment.

The following rules shall apply as indicated:

A. Vehicles, and vehicle allowances, are provided to employees to assist in conducting City business. Use of City-owned property and vehicles outside work hours will be allowed only in situations where such use constitutes a benefit to the City, including personal use incidental to the use of the vehicle for City business.

B. Use of take-home vehicles for driving to and from work or work-related meetings or training on off-duty

hours is permitted. Police or Fire Department employees with take home vehicles must have sufficient equipment in the vehicle to respond to a call whenever their vehicles are used.

Marked vehicles will not be taken out of the City limits for non-business purposes. Marked police squad cars and marked fire vehicles may not be used for non-work related reasons outside of working hours with the exception of driving to and from work-related activities or as approved by the Police or Fire Chief.

C. Employees may not be under the influence, nor may they transport or purchase alcohol while using a City vehicle - whether on or off duty - unless required to do so as part of approved law enforcement activities.

D. The City recognizes that municipal vehicles may have to travel outside the City. In such an event, an employee will report to their department heads prior to leaving or at the earliest possible convenience when circumstances permit. Travel should always be conducted at the shortest distance possible. When using a municipal vehicle to procure City supplies, all purchases not available in the City should be made at the closest available retail outlet for a comparable price.

E. Incidental personal use, determined to be appropriate by the department head, during the workday (or for take home vehicles on the way to and from work) is permitted on a limited basis. Limited personal errands, including going to lunch during an authorized lunch break, is permitted if in close proximity to the work site as long as such personal use does not substantially alter the employee's scheduled work activities or route to or from a work site, and does not violate other existing departmental or city policies or rules.

F. City vehicles should never be used in situations that are exclusively for personal use. Personal use of vehicles that involves driving significantly out of your normal route to and from home is not permitted.

G. Heavy equipment/vehicles should not be used to enter onto private property to avoid potential damage to the private pavement.

Any exceptions to this policy must be approved by the department head, or in the case of department heads, by the City Administrator. Reimbursement may be required for uses other than those specified in the policy or approved by the department head or Administrator. Violations of this policy could result in discipline.

GUIDELINES FOR POLICE AND FIRE CHIEF VEHICLES

Due to the twenty-four (24) hour/day, seven (7) day/week response requirements for the positions of Police Chief and Fire Chief, special rules apply. The Police and Fire Chief are considered by the City to be on call for emergencies at all times. Personal use and official use overlap to such an extent it is not normally possible to distinguish between such uses. Therefore, use by the Police Chief or Fire Chief of their take-home vehicle is restricted only by Items A-E above. Items F & G do not apply to these two positions.

SMOKING

The City observes and supports the Minnesota Clean Indoor Air Act. All city building and vehicles, in their entirety, shall be designated as tobacco free, meaning that smoking in any form (through the use of tobacco products such as pipes, cigars and cigarettes) or "vaping" with e-cigarettes is prohibited while in a city facility or

vehicle.

MEDIA REQUESTS

All city employees have a responsibility to help communicate accurate and timely information to the public in a professional manner. Requests for private data or information outside of the scope of an individual's job duties should be routed to the appropriate department or to the data practices authority.

Any employee who identifies a mistake in reporting should being the error to their department head or other appropriate staff. Regards of whether the communication is in the employee's official city role or in a personal capacity, employees must comply with all laws related to trademark, copyright, software use, etc.

Except for routine events and basic information readily available to the public, all requests for interviews or information from the media must be routed through the City Administrator, Department Head, the Police Chief or Fire Chief. Media requests include anything intended to be published or viewable to others in some form such as television, radio and newspapers.

A. Formal news releases concerning municipal affairs are the responsibility of the City Administrator's office. All media interviews must be approved by the City Administrator or his/her designee before the interview. All contacts with the media should be reported to the City Administrator, through senior management staff, as soon as practicable.

   No City employee is authorized to speak on behalf of the City without prior authorization from the City Administrator or his/her designee.

B. All news releases concerning City personnel shall be the responsibility of the City Administrator

PERSONAL COMMUNICATIONS AND USE OF SOCIAL MEDIA

It is important for city employees to remember that the personal communications of employees in various formats (including online) may reflect on the City, especially if employees are commenting on city business or commenting on issues that implicate their city employment. As City representatives, employees share in the responsibility of earning and preserving the public's trust in the City.

An employee's own personal communication, such as on social media, can have a a significant impact on the public's believe that all city staff will carry out City functions faithfully and impartially without regard to such factors such as race, sex/gender, religion, national origin, disability, sexual orientation, or other protected categories. Nonpersonal communications (performed within one's job duties) to members of the public must be professional at all times. The following guidelines apply to personal communications, including various forms such as social media, letters to the editor of newspapers and personal endorsements:

- Do not share private or confidential information you have access to because of your city position.
- Any personal communications made on a matter of public concern must not disrupt the efficiency of the City's operation, including by negatively affecting morale. Put another way, such public comments must not undermine any city departments ability to effectively serve the public. Disruptive personal

communications can include liking or republishing a social medial post of another individual or entity. The City can act on the personal communication that voiles this policy without waiting for the actual disruption.

- Remember what you write or post cannot easily be undone. It may also be spread to larger audience than you intended. Use common sense when using email or social medial sites. It is a good idea to refrain from sending or posting information or photo's you would not want your boss or another employee to read or you would be embarrassed to see in the newspaper. Keep in mind harassment, bullying, threats of violence, discrimination or retaliation concerning a co-worker or between co-workers that would not be permissible in the workplace is not permissible online, even when it is done after hours, from home and on personal devices.
- The city expects its employees to be fair, courteous, and respectful to supervisors, co-workers, citizens, customers, and other persons associated with the city. Avoid using statements, photographs, video or audio that reasonably may be viewed as malicious, obscene, threatening or intimidating, disparaging, or might constitute harassment or bullying.
- City resources, working time, or official city positions cannot be used for personal profit or business interests, or to participate in personal political activity.
- Personal social media account name or email names should not be tied to the city (e.g., (city name) city position).

PERSONAL TELEPHONE CALLS

Personal telephone calls are to be made or received only when truly necessary. They are not to interfere with city work and are to be completed as quickly as possible. City equipment shall not be used for long-distance calls.

CITY OWNED CELLULAR AND MOBILE DEVICES

A. This policy is intended to regulate the use of City-owned cellular phones, tablets, hot spots or other, within reasonable, practical parameters. The City of St. Francis will benefit by extending the hours essential employees are available for consultation through the use of cellular phones.

B. This policy will apply to all City employees using or having access to City-owned cellular phones.

C. The following guidelines are established for the use of City-owned cellular or mobile devices:

1. Cellular and mobile devices are intended to be used to increase the efficiency and effectiveness of the services provided by the City of St. Francis. As such, each employee using a cellular or mobile device during the course of their workday must determine whether such usage is appropriate under the circumstances existing at the time of the usage.

2. During work hours personal phone calls will be acceptable in those circumstances where it is necessary to briefly contact someone concerning important matters. Calls of this nature shall be as brief as possible and should be made only when circumstances prevent timely access to customary

telephone services. It is the position of the City that it is less expensive to allow these types of phone calls than to release an employee from a work site in order to make the call from a customary phone service.

3. All cellular and mobile devices shall remain the property of the City and shall be returned to the City upon the termination of employment or if the cellular or mobile device is no longer necessary for work-related purposes. Any inappropriate use of cellular or mobile devices may be subject to discipline and any additional charges will be paid by the employee.

4. The City reserves the right to set further acceptable use of city owned devices policies or at the direction of the City Administrator.

SAFETY

A. The City of St. Francis is required to follow O.S.H.A. Rules and Regulations, and expects employees to follow them also.

B. There is an Employee Management Safety Committee within the organization whose members are either selected by their represented group or appointed by the City Administrator.

COMPUTER USAGE

PURPOSE
The purpose of this policy is to establish guidelines for the use of the City computer system.

Definitions:

Internet: The Internet, a global information infrastructure, is a network of networks used by educators, businesses, the government, the military, and organization. Also known as the world wide web.

Electronic Mail: Also known as “e-mail”.

Internet Connection: The connections to the world wide web via the St. Francis LAN.

Network Supervisor: Person(s) that handles day to day functions of the network server.

Login Name: Personal code used to gain access to network services.

MIS: Management Information Systems, or data processing.

Network: This includes any references containing the word “network” such as “local area network (LAN)” and “network drives.” It refers to the computer used as the network file server, all components used in conjunction with that server, and all components used to connect computers, such as hubs, wiring, interface cards, etc.

Password: Confidential code used to gain access to network services.

POLICIES

A. Software and Hardware

1. Copyright Infringement

Employees are prohibited from making unauthorized copies of any copyrighted software that is owned or leased by the City of St. Francis. The City Administrator, along with the Network Supervisor, must approve the copying of any software from one computer to another. Failure to abide by federal copyright laws will expose the City of St. Francis, and the employee involved, to criminal and civil liability. This applies equally to the act of bringing software from a home computer, or any other location, to be used on City of St. Francis computers. All software loaded onto City computers, including software for both network and local disk drives (c:), must be pre-approved by the Network Supervisor, or the City Administrator. To prove legal ownership of software, the original diskettes and manuals must be stored on City property. The Network Supervisor will periodically check for software that may be in violation of this policy.

2. Development

All software programs developed for use by the City of St. Francis become property of the City. These software programs may not be sold or distributed in any manner without the written consent of proper City authorities. This includes, but is not limited to:

- All applications built using a database management system.
- All spreadsheets using Excel.
- Macros or templates created in Microsoft Word or any other word processor.
- All presentation graphics created in PowerPoint.

This policy may not apply to custom software developed by a third-party vendor, in which case a written contract would expressly spell out ownership rights.

B. Use of Computer Games

Computer games are not allowed on City computers. City of St. Francis employees are prohibited from using any computer game on City computers. The games that are installed as part of Windows will be removed.

C. Internet Access

1. Internet E-Mail

All City of St. Francis employees have an Internet mailing address. During working hours, Internet mail must be used exclusively for City business. Employees may write, send and read personal e-mail correspondence only on their own time.

2. Internet

Access to the Internet will be provided on all City computers. All Internet use may be monitored by the City. During working hours, Internet use will be exclusively for City business. Personal use of the Internet connection after hours is possible only with approval by the Department Head. Usenet or "Chat-group" connections are prohibited at all times on City computers.

3. Acceptable and Unacceptable Uses of the Internet

The acceptable uses of the Internet and electronic mail include the following, but are not limited to:

- Communication and information exchange directly related to the mission, charter, or work tasks of the City of St. Francis.
- Communications and exchange for professional development, to maintain currency of training or education, or to discuss issues related to the users of City activities.
- Use in applying for or administering grants or contracts for the City's research or programs.
- Use for advisory, standards, research, analysis, and professional society activities related to the user's work tasks and duties.
- Announcement of new City regulations, ordinances, procedures, policies, rules, services, programs, information, or activities.
- Any other governmental administrative communications not requiring a high level of security.
- Communications incidental to otherwise acceptable use, except for illegal or specifically unacceptable uses.

Unacceptable uses of the Internet and electronic mail include, but are not limited to:

- Purposes which violate a federal, state or local law.
- Any for-profit activities unless specific to the charter, mission, or duties of the City.
- Purposes not directly related to the mission, charter, or work tasks of the City agency during normal business hours. Private businesses, including commercial advertising.
- Access to and distribution of patently offensive representations or descriptions of sexual acts.
- Access to and distribution of material advocating intolerance of other people, races, or religions.
- Access to and distribution of computer games that have no bearing on the City's mission. Some games that help teach, illustrate, training, or simulate agency-related issues may be acceptable.
- Internet services or activities that interfere with or disrupt network users, services, or equipment.
- Information, copies of, or modified files and other data which are confidential under federal, state, or local law, unless specifically authorized to do so once the legal conditions for release are satisfied. Users intentionally representing themselves electronically as others.
- Use for fundraising or public relations activities not specifically related to City activities.
- Use for political activities. This includes computer equipment and resources.

D. Electronic Mail

All users of electronic mail should password protect their accounts and keep this password confidential. E-mail correspondence is considered private to the extent that under normal circumstances, it is accessible only to the user. However, e-mail messages sent or received in conjunction with government business may be releasable under the Freedom of Information Law. In some cases, it may be accessed by the Network Supervisor.

E. Personal use

Personal use of City computer hardware and software must take place only during non-work hours and only when approved by the Department Head and the City Administrator. Work related use must not be preempted by personal use. Employees must provide their own diskettes and other supplies. Personal files may not be stored on the file server. Personal use for business, other for-profit ventures, political activities or other uses deemed by the City Administrator to be inconsistent with the City's mission is not allowed.

F. Dial-In Network Access

Remote access to the City of St. Francis network via modem will be allowed to certain users as authorized by the City Administrator. Access to network resources will be controlled by user login and passwords. Time limitations may be enforced if necessary.

CONTROLLED SUBSTANCE AND ALCOHOL TESTING

COMMERCIAL DRIVERS (DOT POLICY)

please refer to the Code of Federal Regulations, 49 CFR Part 40 found at https://www.transportation.gov/odapc/part40.

Purpose and Objectives

Purpose and Objectives
The City of St. Francis has a vital interest in maintaining safe, healthful, and efficient working conditions for employees, and recognizes that individuals who are impaired because of drugs and/or alcohol jeopardize the safety and health of other workers as well as themselves. The City is concerned about providing a safe workplace for its employees, and while the City does not intend to intrude into the private lives of its employees, it is the goal to provide a work environment conducive to maximum safety and optimum work standards. Alcohol and drug abuse can cause unsatisfactory job performance, increased tardiness and absenteeism, increased accidents and workers' compensation claims, higher insurance rates, and an increase in theft of city property. The use, possession, manufacture, sale, transportation, or other distribution of controlled substance or controlled substance paraphernalia and the unauthorized use, possession transportation, sale, or other distribution of alcohol is contrary to this policy and jeopardizes public safety.

In response to regulations issued by United States Department of Transportation ("DOT"), the City has adopted this Policy on Alcohol and Controlled Substances for employees who hold a commercial driver's license (CDL) to perform their duties.

The City also has a separate Policy on Controlled Substance and Alcohol Testing for employees not covered by DOT and Federal Motor Carrier Safety Administration (FMCSA) regulations.

Given the significant dangers of alcohol and controlled substance use, each applicant and driver must abide by this policy as a term and condition of hiring and continued employment. Moreover, federal law requires the City to implement such a policy.

To ensure this policy is clearly communicated to all drivers and applicants, and in order to comply with applicable federal law, drivers and applicants are required to review this policy and sign the "Certificate of Receipt" portion.

Because changes in applicable law and the City's practices and procedures may occur from time to time, this policy may change in the future, and nothing in this policy is intended to be a contract, promise, or guarantee the City will follow any particular course of action, disciplinary, rehabilitative or otherwise, except as required by law. This policy does not in any way affect or change the status of any at-will employee.

Any revisions to the Federal Omnibus Transportation Employee Testing Act and Federal Motor Carrier Safety Administration (FMCSA) regulations will take precedent over this policy to the extent the policy has not incorporated those revisions.

Persons Subject to Testing & Types of Tests
All employees are subject to testing who job duties include performing "safety-sensitive duties" on City vehicles that:

1. Have a gross combination weight rating or gross combination weight of 26,001 pounds or more, whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 10,000 pounds, whichever is greater; or
2. Have a gross vehicle weight rating or gross vehicle weight of 26,0001 or more pounds whichever is greater; or
3. Are designed to transport 16 or more passengers, including the driver; or
4. Are of any size and are used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

The City may test any applicant to whom a conditional offer of employment has been made and any driver for controlled substance and alcohol under any of the following circumstances:

Pre-Employment Testing
All applicants, including current employees seeking a transfer, applying for a position where duties include performing safety-sensitive duties described above, will be required to take a drug test prior to the first time a driver performs a safety-sensitive function for the City. A driver may not perform safety-sensitive functions unless the driver has received a controlled substance test result from the Medical Review Officer ("MRO") indicating a verified negative test result. In addition to pre-employment-controlled substance testing, applicants will be required to authorize in writing former employers to release alcohol test results of .04 or greater, positive controlled substance test results, refusals to test, other violations of drug and alcohol testing regulations, and completion of return to duty requirements within the preceding three years.

The City will contact the candidate's DOT regulated previous and current employers within the last three years for drug and alcohol test results as referenced above and review the testing history if feasible before the employee first performs safety-sensitive functions for the city. Beginning in 2020, an applicant must provide consent to the

city, and successfully pass a full query of the Federal Motor Carrier Safety Administration's Clearinghouse. In addition, at least once a year, the City will conduct a limited query of the Clearinghouse for each currently employed CDL driver. If the limited query reveals that the Clearinghouse has information about resolved or unresolved drug and alcohol program violations by a candidate or current employee, he or she will be asked to provide electronic consent to a full query of the Clearinghouse (unless he or she has previously provided electronic consent). In the event a full query of the Clearinghouse reveals unresolved violation information for a candidate or current employee, the driver will not be permitted to perform safety-sensitive functions, including the operation of a Commercial Motor Vehicle and, in the case of a candidate, may have their conditional offer of employment rescinded or, in the case of a current employee, may be subject to discipline.

Post-Accident Testing.
As soon as practicable following an accident involving a commercial motor vehicle operating on a public road, the City will test each surviving driver for controlled substances and alcohol when the following occurs:

- The accident involves a fatality or
- The driver receives a citation for a moving traffic violation from the accident and an injury is treated away from the accident scene or
- The driver receives a citation for a moving traffics violation from the accident and a vehicle is required to be towed from the accident scene.

The following chart summarizes when DOT post-accident testing needs to be conducted:

Type of accident involved	Citation issued to the DOT covered CDL driver?	Test must be performed by the City
i. Human fatality	YES	YES
	NO	YES
ii. Bodily injury with immediate medical treatment away from the scene	YES	YES
	NO	NO
iii. Disabling damage to any motor vehicle requiring tow away	YES	YES
	NO	NO

A driver subject to post-accident testing must remain readily available or the driver will be deemed to have refused to submit to testing. This requirement to remain ready for testing does not preclude a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary medical care.

Post – Accident Controlled Substance Testing
Drivers are required to submit a urine sample for post-accident controlled substance testing as soon as possible. If the driver is not tested within thirty-two (32) hours after the accident, the City will cease its attempts to test the driver and prepare and maintain on file a record stating why the test was not promptly administered.

Post- Accident Alcohol Testing
Drivers are required to submit to post-accident alcohol testing as soon as possible. After an accident, consuming alcohol is prohibited until the driver is tested. If the driver is not tested within two (2) hours after the accident, the City will prepare and maintain on file a record stating why the test was not administered within that time. If eight hours have elapsed since the accident and the driver has not submitted to an alcohol test, the City will cease its attempts to test the driver and prepare and maintain on file a record stating why the test was not administered.

The City may accept the results of a blood or breath test in place of an alcohol test and urine test for the use of controlled substances if:

- The tests are conducted by federal, state, or local officials having independent authority for the test, and
- The tests conform to applicable federal, state, or local testing requirements, and
- The test results can be obtained by the City.

Whenever such a test is conducted by a law enforcement officer, the driver must contact the City and immediately report the existence of the test, providing the name, badge number, and telephone number of the law enforcement officer who conducted the test.

Random Testing

Every driver will be subject to unannounced alcohol and controlled substance testing on a random selection basis. Drivers will be selected for testing by use of a scientifically valid method under which each driver has an equal chance of being selected each time selections are made. These random tests will be conducted throughout the calendar year. Each driver who is notified of selection for random testing must cease performing safety-sensitive functions and report to the designated test site immediately. It is mathematically possible drivers may be selected be picked and tested more than once, and others not at all.

If a driver is selected for a random test while he or she is absent, on leave or away from work, that driver may be required to undergo the test when he or she returns to work.

For 2020, federal law requires the City to test at a rate of at least fifty percent (50%) of its average number of drivers for controlled substance each year, and to test at a rate of at least ten percent (10%) of its average number of drivers for alcohol each year. These minimum testing rates are subject to change by the DOT.

Reasonable Suspicion Testing

When a supervisor has reasonable suspicion to believe a driver has engaged in conduct prohibited by federal law or this policy, the City will require the driver to submit to an alcohol and/or controlled substance test.

The City's determination that reasonable suspicion exists to require the driver to undergo an alcohol test will be based on "specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver." In the case of controlled substance, the observations may include indications of the chronic and withdrawal effects of a controlled substance.

The required observations for reasonable suspicion testing will be made by a supervisor or other person designated by the City who has received appropriate training in identification of actions, appearance and conduct of a driver which are indicative of the use of alcohol or controlled substance. These observations leading to an alcohol or controlled substance test, will be reflected in writing and signed by the supervisor who made the observations. The record will be retained by the City. The person who makes the determination that reasonable suspicion exists to conduct testing, will not be the person conducting the testing, which shall instead be conducted by another qualified person.

Alcohol testing is authorized only if the observations are made during, just before, or just after the driver has ceased performing such functions. If a reasonable suspicion alcohol test is not administered within two (2) hours following the determination of reasonable suspicion, the City will prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If a reasonable suspicion alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the City will prepare and maintain on file a record stating the reasons the alcohol test was not administered and will cease attempts to conduct the alcohol test.

Notwithstanding the absence of a reasonable suspicion test, no driver may report for duty or remain on

duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol use, nor will the City permit the driver to perform or continue to perform safety-sensitive functions until (1) an alcohol test is administered and the driver's alcohol concentration is less than .02; or (2) twenty-four (24) hours have elapsed following the determination of reasonable suspicion.

Return-to-Duty Testing
The City reserves the right to impose discipline against drivers who violate applicable FMCSA or DOT rules or this policy, subject to applicable personnel policy and collective bargaining agreements. Except as otherwise required by law, the City is not obligated to reinstate or requalify such drivers for a first positive test result.

Should the City consider reinstatement of a DOT covered driver, the driver must undergo a Substance Abuse Professional ("SAP") evaluation and participate in any prescribed education/treatment, and successfully complete return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 and/or or a controlled substance test with a verified negative result, before the driver returns to duty requiring the performance of a safety-sensitive function. The SAP determines if the driver has completed the education/treatment as prescribed.

The employee is responsible for paying for all costs associated with the return-to-duty test. The controlled substance test will be conducted under direct observation.

Follow-Up Testing
The City reserves the right to impose discipline against drivers who violate applicable FMCSA or DOT rules or this policy, subject to applicable personnel policies and collective bargaining agreements. Except as otherwise required by law, the City is not obligated to reinstate or requalify such drivers.

Should the City reinstate a driver following a determination by a Substance Abuse Professional (SAP) that the driver is in need of assistance in resolving problems associated with alcohol use and/or use of controlled substance, the City will ensure that the driver is subject to unannounced follow-up alcohol and/or controlled substance testing. The number and frequency of such follow-up testing will be directed by the SAP and will consist of at least six (6) tests in the first twelve (12) months following the driver's return to duty. Follow-up testing will not exceed sixty (60) months from the date of the driver's return to duty. The SAP may terminate the requirement for follow-up testing at any time after the first six tests have been administered, if the SAP determines such test is no longer necessary. The employee is responsible for paying for all costs associated with follow-up tests.

Follow-up alcohol testing will be conducted only when the driver is performing safety-sensitive functions, or immediately prior to or after performing safety-sensitive functions.

Cost of Required Testing
The City will pay for the cost of pre-employment, post-accident, random, and reasonable substance and alcohol testing requested or required of all job applicants and employees. The driver must pay for the cost of all requested confirmatory re-tests, return-to-duty, and follow-up testing.

Prohibited Conduct
The following conduct is explicitly prohibited by applicable DOT and FMCSA regulations and therefore constitutes violation of City policy.

Under the influence of alcohol when reporting for duty or while on duty
No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers reporting for duty or remaining on duty to perform safety-sensitive functions while having an alcohol concentration of 0.02, but less than 0.04, will be removed from

duty for 24 hours, escorted home and placed on vacation leave for hours missed from work.

On-Duty Use of Alcohol
No driver may use alcohol while performing safety-sensitive functions.

Pre-Duty Use of Alcohol
No driver may perform safety-sensitive functions within four (4) hours after using alcohol. If an employee has had alcohol within four hours they are to notify their supervisors before performing any safety-sensitive functions.

Alcohol Use Following an Accident
No driver required to take a post-accident alcohol test may use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.

Refusal to Submit to a Required Alcohol or Controlled Substance Test
No applicant or driver may refuse to submit to pre-employment, post-accident, random, reasonable suspicion or follow-up alcohol or controlled substance testing.

In the event an applicant or driver does in fact refuse to submit to required alcohol or controlled substance testing, no test will be conducted. Refusal by a driver to submit to controlled substance or alcohol testing will be considered a positive test result, will cause disqualification from performing safety-sensitive functions, and may appear on the driver's permanent record. Drivers who refuse to submit to testing will be subject to discipline, up to an including termination. In accordance with the Federal Motor Carrier Safety Administration's (FMCSA) Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse reporting requirements, beginning January 6, 2020, the City will report a driver's refusal to submit to a DOT test for drug or alcohol use to the Clearinghouse within three business days. If an applicant refuses to submit to pre-employment controlled substance testing, any applicable conditional offer will be withdrawn.

For purposes of this section, a driver is considered to have refused to submit to an alcohol or controlled substance test when the driver:

- Fails to provide adequate breath for alcohol testing without a valid medical explanation after he or she has received notice of the requirement for breath testing.
- Fails to provide adequate urine for controlled substance testing without a genuine inability to provide a specimen (as determined by a medical evaluation), after he or she has received notice of the requirement for urine testing.
- Fails to report for testing within a reasonable period of time, as determined by the City.
- Fails to remain at a testing site until testing is complete.
- In the case of directly observed or monitored collection, fails to permit observation or monitoring.
- Fails or declines to take a second test as required by the City and/or collector.
- Fails to undergo a medical examination as directed by the City pursuant to federal law.
- Refuses to complete and sign the alcohol testing form, to provide a breath or saliva sample, to provide an adequate amount of breath, or otherwise cooperate in any way that prevents the completion of the testing process.
- Engages in conduct that clearly obstructs the test process.

Altering or attempting to alter a urine sample or breath test
A driver altering or attempting to alter a urine sample or controlled substance test, or substituting or attempting to substitute a urine sample, will be subject to providing a specimen under direct observation. Both specimens will be subject to laboratory testing. In such case, the employee may be subject to immediate termination of employment and any job offer made to an applicant will be immediately withdrawn.

Controlled Substance Use

No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the driver in writing the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle. Drivers must forward this information regarding therapeutic controlled substance use to the City immediately after receiving any such advice.

Having a medical marijuana card and/or a cannabis prescription from a physician does not allow anyone to use or possess that drug in the city's workplace. The federal government still classifies cannabis as an illegal drug. *There is no acceptable concentration of marijuana metabolites in the urine or blood of an employee who performs safety-sensitive duties for the City.* Employees are still subject to being tested under our policies, as well as for being disciplined, suspended or terminated after testing positive for cannabis while at work.

Controlled Substance Testing
No driver may report for duty, remain on-duty or perform a safety-sensitive function if the driver tests positive for controlled substance.

Collection and Testing Procedures
Drivers are required to report immediately upon notification to the collection site. For random tests conducted off site, employees may use a City vehicle to drive to the collection site. Drivers will be expected to provide a photo ID card for identification to the collection staff. All drivers will be expected to cooperate with collection site personnel request to remove any unnecessary outer garments such as coats, sweaters or jackets and will be required to empty their pockets. Collection personnel will complete a Federal Custody and Control Form ("CCF") which drivers providing a sample will sign as well.

Alcohol Testing
Employees will be tested for alcohol just before, during, or immediately following performance of a safety-sensitive function. If a driver is also taking a DOT controlled substance test, generally speaking, the alcohol test is completed before the urine collection process begins. Screening tests for alcohol concentration will be performed utilizing a non-evidential screening device included by the National Highway Traffic Safety Administration on its conforming products list (e.g., a saliva screening device) or an evidential breath testing device ("EBT") operated by a trained breath alcohol technician ("BAT") at a collection site. An alcohol test usually takes approximately 15 minutes if the result is negative. If a driver's first attempt is positive (with an alcohol concentration of .02 or greater), the driver will be asked to wait at least 15 minutes and then be tested again. The driver may not eat, drink or place anything in his/her mouth (e.g., cigarette, chewing gum) during this time. All confirmation tests will be conducted in a location that affords privacy to the driver being tested, unless unusual circumstances (e.g., when it is essential to conduct a test outdoors at the scene of an accident) make it impracticable to provide such privacy. Any results less than 0.02 alcohol concentration is considered a "negative" test result.

If the driver attempts and fails to provide an adequate amount of breath, he/she will be referred to a physician to determine if the driver's inability to provide a specimen is genuine or constitutes a refusal to test. Alcohol test results are reported directly to the City by the collection site staff.

Controlled Substance Testing
The City will use a "split urine specimen" collection procedure for controlled substance testing. Collection of urine specimens for controlled substance testing will be conducted by an approved collector and will be conducted in a setting and manner to ensure the driver's privacy.

Controlled substance testing generally takes about 15 minutes. At the collection site, the driver will be given a sealed container and must provide at least 45 ml of urine for testing. Once the sample is provided the collection personnel will check the temperature and color and look for signs of contamination. The urine is then split into two separate specimen containers (A, or "primary," and B, or "split") with identifying labels and security seals affixed to both. The collection facility will be responsible for maintaining a proper chain of custody for delivery of the

sample to a DHHS-certified laboratory for analysis. The laboratory will retain a sufficient portion of any positive sample for testing and store that portion in a scientifically acceptable manner for a minimum 365-day period.

If an employee fails to provide a sufficient amount of urine to permit a controlled substance test (45 milliliters of urine), the collector will discard the insufficient specimen, unless there is evidence of tampering with that specimen. The collector will urge the driver to drink up to 40 ounces of fluid, distributed reasonably over a period of up to three hours, or until the driver has provided a sufficient urine specimen, whichever occurs first. If the driver has not provided a sufficient specimen within three hours of the first unsuccessful attempt, the collector will cease efforts to attempt to obtain a specimen. The driver must then obtain, within five calendar days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen. If the licensed physician concludes the driver has a medical condition, or with a high degree of probability could have, precluded the driver from providing a sufficient amount of urine, the City will consider the test to have been canceled. If a licensed physician cannot make such a determination, the City will consider the driver to have engaged in a refusal to test and will take appropriate disciplinary action under this policy.

The primary specimen is used for the first test. If the test is negative, it is reported to the MRO who then reports the result, following a review of the CCF Form for compliance, to the City. If the initial result is positive or non-negative, a "confirmatory retest" will be conducted on the primary specimen. If the confirmatory re-test is also positive, the result will be sent to the MRO. The MRO will contact the driver to verify the positive result. If the MRO is unable to reach the driver directly, the MRO must contact the City who will direct the driver to contact the MRO.

Review of Test Results

The MRO is a licensed physician with knowledge and clinical experience in substance abuse disorders and is responsible for receiving and reviewing laboratory results of the controlled substances test as well as evaluating medical explanations for certain drug test results. Prior to making a final decision to verify a positive test result, the MRO will give the driver or the job applicant an opportunity to discuss the test result, typically through a phone call. The MRO, or a staff person under the MRO's supervision, will contact the individual directly, on a confidential basis, to determine whether the individual wishes to discuss the test result. If the employee or job applicant wishes to discuss the test result:

- The individual may be required to speak and/or meet with the MRO, who will review the individual's medical history, including any medical records provided.
- The individual will be afforded the opportunity to discuss the test results and to offer any additional or clarifying information which may explain the positive test result. If the employee or job applicant, believes a mistake was made at the collection site, at the labor, on a chain-of-custody form, or that the drug test results are caused by lawful substance use, the employee should tell the MRO.
- If there is some new information which may affect the original finding, the MRO may request the laboratory to perform additional testing on the original specimen in order to further clarify the results; and
- A final determination will be made by the MRO that the test is either positive or negative, and the individual will be so advised.

If the MRO upholds the positive, adulterated or substituted drug determination, that test result will be provided to the City. There is no opportunity to explain a positive alcohol test provided in the DOT regulations.

The driver can request the MRO to have the split specimen (the second "B" container) tested at the driver's expense. This includes all costs that may be associated with the re-test. There is no split specimen testing for an invalid result. The driver has 72 hours after they have been notified of the positive result to make this request. If the employee requests an analysis of the split specimen, the MRO will direct the laboratory to send the split specimen to another certified laboratory for analysis.

If an employee has not contacted the MRO within 72 hours, the employee may present information

documenting that serious injury, illness, lack of actual notice of the verified test result, inability to contact the MRO, or other circumstances unavoidably prevented the employee from making timely contact. If the MRO concludes there is legitimate explanation for the employee's failure to contact within 72 hours, the MRO will direct the analysis of the split specimen.

If the results of the split specimen are negative, the City may pay for all costs associated with the rest and there will be no adverse action taken against the employee or job applicant.

Notification of Test Results

Employees
The City will notify a driver of the results of random, reasonable suspicion, and post-accident tests for controlled substance if the test results are verified positive and will inform the driver which controlled substance or substances were verified as positive. Results of alcohol tests will be immediately available from the collection agent.

Right to Confirmatory Retest
Within seventy-two (72) hours after receiving notice of a positive controlled substance test result, an applicant or driver may request through the MRO a re-analysis (confirmatory retest) of the driver's split specimen. Action required by federal regulation as a result of a positive controlled substance test (e.g., removal from safety-sensitive functions) will not be stayed during retesting of the split specimen. If the result of the confirmatory retest fails to reconfirm the presence of the controlled substance(s) or controlled substance metabolite(s) found in the primary specimen, or if the split specimen is unavailable, inadequate for testing or untestable, the MRO will cancel the test.

Dilute Specimens
Dilute Negatives Creatinine concentration of specimen is equal to or greater than 2 mg/dL, but less than or equal to 5 mg/dL. If the City receives information that a driver has provided a dilute negative specimen, the City will direct a recollection, pursuant to the MRO's direction, under direct observation.

Consequences for Drivers Engaging in Prohibited Conduct
Job Applicants
Any applicable conditional offer of employment will be withdrawn from a job applicant or employee seeking a transfer who refuses to be tested or tests positive for controlled substance pursuant to this policy.

Employees
Drivers who are known to have engaged in prohibited behavior with regard to alcohol misuse or use of controlled substance, as defined earlier in this policy, are subject to the following consequences:

- **Removal from Safety-Sensitive Functions**

No driver may perform safety-sensitive functions, including driving a commercial motor vehicle, if the driver has engaged in conduct prohibited by federal law.

No driver who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 may perform or continue to perform safety-sensitive functions for the City, including driving a commercial motor vehicle, until the start of the driver's next regularly scheduled duty, but not less than twenty-four (24) hours following administration of the test.

If a driver tests positive under this policy or is found to have an alcohol concentration of .02 or greater but less than .04, the driver will be removed from safety sensitive duties and escorted home; the driver should not drive home but be escorted to his or her home. The driver will then be placed on vacation, for hours missed from work.

- **Notification of Resources Available**

The City will advise each driver who has engaged in conduct prohibited by federal law or who has a positive alcohol or controlled substance test of the resources available to the driver, in evaluating and resolving problems associated with the misuse of alcohol and use of a controlled substance, including the names, addresses, and telephone numbers of Substance Abuse Professionals and counseling and treatment programs. The City will provide this SAP listing in writing at no cost to the driver.

- **Discipline**

The City reserves the right to impose whatever discipline the City deems appropriate in its sole discretion, up to and including termination for a first occurrence, against drivers who violate applicable FMCSA or DOT rules or this policy, subject to applicable personnel policies and collective bargaining agreements. Except as otherwise required by law, the City is not obligated to reinstate or requalify such drivers following a first positive confirmed controlled substance or alcohol test result.

- **Evaluation, and Return to Duty Testing**

Should the City wish to consider reinstatement of a driver who engaged in conduct prohibited by federal law and/or who had a positive alcohol or controlled substance test, the driver must undergo a SAP evaluation, participate in any prescribed education/treatment, and successfully complete return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 and/or or a controlled substance test with a verified negative result, before the driver returns to duty requiring the performance of a safety-sensitive function. The SAP will determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse and controlled substance use and will ensure the driver properly follows any rehabilitation program and submits to unannounced follow-up alcohol and controlled substance testing.

- **Follow-Up Testing**

If the driver passes the return-to-duty test, he/she will be subject to unannounced
follow-up alcohol and/or controlled substance testing. The number and frequency for such follow-up testing will be as directed by the SAP and will consist of at least six tests in the first twelve months. These tests will be conducted under direct observation.

- **Refusal to test**

All drivers and applicants have the right to refuse to take a required alcohol and/or controlled substance test. If an employee refuses to undergo testing, the employee will be considered to have tested positive and may be subject to disciplinary action, up to and including termination. Refer to Refusing to Test provided earlier in this policy.

- **Responsibility for Cost of Evaluation and Rehabilitation**

Drivers will be responsible for paying the cost of evaluation and rehabilitation (including services provided by a Substance Abuse Professional) recommended or required by the City or FMCSA or DOT rules, except to the extent that such expense is covered by an applicable employee benefit plan or imposed on the City pursuant to a collective bargaining agreement.

- **Reporting to the FMCSA's CDL Drug and Alcohol Clearinghouse**

In accordance with the Federal Motor Carrier Safety Administration's (FMCSA) Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse reporting requirements beginning January 6, 2020, the City will report the following information to the Clearinghouse within three business days:

- ✓ A DOT alcohol confirmation test result with an alcohol concentration of 0.04 or greater;
- ✓ A negative DOT return-to-duty test result;
- ✓ The driver's refusal to submit to a DOT test for drug or alcohol use;
    - ✓ Actual knowledge a driver has used alcohol or controlled substances, based on the employer's direct observation, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances, or an employee's admission of alcohol or controlled substance abuse except as provided in § 382.121) of:

- On duty alcohol use pursuant to § 382.205;
- Pre-duty alcohol use pursuant to § 382.207;
- Alcohol use following an accident pursuant to § 382.209;
- Controlled substance use pursuant to § 382.213;

✓ Employers will also report negative return-to-duty (RTD) test results and the successful completion of a driver's follow-up testing plan as ordered by a SAP.

Loss of CDL License for Traffic Violations in Commercial and Personal Vehicles
Effective August 1, 2005, the FMCSA established strict rules impacting when CDL license holders can lose their CDL for certain traffic offenses in a commercial or personal vehicle. Employees are required to notify their supervisor immediately if the status of their CDL license changes in anyway.

Maintenance and Disclosure of Records
Except as required or authorized by law, the City will not release driver's information that is contained in records required to be maintained by this policy or FMCSA and DOT regulations. Beginning in 2020, the city will be required to query and report to the agency's Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse prior to hiring new drivers, will conduct annual checks of existing CDL-drivers, and will report certain violations of the DOT drug and alcohol testing program for holders of CDLs. In addition, a driver is entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or a controlled substance, including any records pertaining to his or her alcohol or controlled substance tests.

Policy Contact for Additional Information
If you have any questions about this policy or the City's controlled substance and alcohol testing procedures, you may contact the City Administrator/Human Resources, to obtain additional information.

Definitions

Accident:
Means an occurrence involving a commercial motor vehicle operating on a public road which results in a fatality; bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or one or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle. The term "accident" does not include an occurrence involving only boarding and alighting from a stationary motor vehicle; an occurrence involving only the loading or unloading of cargo; or an occurrence in the course of the operation of a passenger car or a multipurpose passenger vehicle unless the vehicle is transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded in accordance with 49 C.F.R. § 177.823; 49 C.F.R. § 382.303(a); 49 C.F.R. § 382.303(f).

Alcohol Concentration (or Content):
Means the alcohol on a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. 49 C.F.R. § 382.107.

Alcohol Use:
Means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol. 49 C.F.R. § 382.107.

Applicant:
Means a person applying to drive a commercial motor vehicle. 49 C.F.R. § 382.107.

Breath Alcohol Technician or BAT:
Means an individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device (EBT). 49 C.F.R. § 40.3.

City:
Means City of St. Francis.

City Premises:
Means all job sites, facilities, offices, buildings, structures, equipment, vehicles and parking areas, whether owned, leased, used or under the control of the City.

Collection Site:
Means a place designated by the City where drivers present themselves for the purpose of providing a specimen of their urine or breath to be analyzed for the presence of alcohol or controlled substances. 49 C.F.R. § 40.3.

Commercial Motor Vehicle:
Means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle (1) has a gross combination weight rating or gross combination weight of 26,001 or more pounds, whoever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 10,000 pounds, whichever is greater; or (2) has a gross vehicle weight rating or gross vehicle weight of 26,001 or more pounds, whichever is greater; or (3) is designed to transport sixteen (16) or more passengers, including the driver; or (4) is of any size and is used in the transportation of materials found to be in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulation. (49 C.F.R. part 172, subpart F) § 382.107.

Confirmation (or Confirmatory) Test:
For alcohol testing means a second test, following a positive non-evidential test, following a positive non-evidential (e.g., saliva) screening test or a breath alcohol screening test with the result of 0.02 or greater, that provides quantitative data of alcohol concentration. For controlled substance testing, “Confirmation (or Confirmatory) Test” means a second analytical procedure to identify the presence of a specific controlled substance or metabolite which is independent of the screen test and which uses a different technique and chemical principal from that of the screen test in order to ensure reliability and accuracy. 49 C.F.R. § 382.107.

Controlled Substance:
Means those substances identified in 49 C.F.R. § 40.85. Marijuana, amphetamines, opioids, (including heroin), phencyclidine (PCP), cocaine, and any of their metabolites are included within this definition. 49 (C.F.R. § 382.107; 49 C.F.R. § 40.85.

Department of Transportation or DOT:
Means the United States Department of Transportation.

DHHS:
Means the Department of Health & Human Services or any designee of the Secretary, Department of Health & Human Services. 49 C.F.R. § 40.3.

Disabling Damage:
Means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs, including damage to motor vehicles that could have been driven, but would have been further damaged if so driven. Disabling damage does not include damage which can be remedied temporarily at the scene of the accident without special tools or parts, tire disablement without other damage even if no spare tire is available, headlight or tail light damage or damage to turn signals, horn or windshield wipers which make them inoperative. 49 C.F.R. § 382.107.

Driver:
Means any person who operates a commercial motor vehicle. This includes, but is not limited to full-time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent owner-operator contractors who are either directly employed by or under lease to the City or who operate a commercial motor vehicle at the direction of or with the consent of the City. For purposes of pre-employment testing, the term driver includes a person applying to drive a commercial motor vehicle. 49 C.F.R. § 382.107.

Drug:
Has the same meaning as "controlled substance."

Employee seeking a transfer:
Refers to an employee who is not subject to DOT regulations seeking a transfer to a position that will subject them to DOT regulations in the sought after position.

Evidential Breath Testing Device or EBT:
Means a device approved by the National Highway Traffic Safety Administration ("NHTSA") for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices." 49 C.F.R. § 40.3.

Federal Motor Carrier Safety Administration or FMCSA:
Means the Federal Motor Carrier Safety Administration of the United States Department of Transportation.

Medical Review Officer or MRO:
Means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by a controlled substance testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information. 49 C.F.R. § 40.3

Performing (a Safety-Sensitive Function):
Means any period in which a driver is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions. 49 C.F.R. § 382.107.

Positive Test Result:
Means a finding of the presence of alcohol or controlled substance, or their metabolites, in the sample tested in levels at or above the threshold detection levels established by applicable law.

Reasonable Suspicion:
Means a belief a driver has engaged in conduct prohibited by the FMCSA controlled substance and alcohol testing regulations, except when related solely to the possession of alcohol, based on specific contemporaneous, articulable observations made by a supervisor or City official who has received appropriate training concerning the appearance, behavior, speech or body odors of the driver. The determination of reasonable suspicion will be made in writing on a Reasonable Suspicion Record Form during, just preceding, or just after the period of the work day that the driver is required to be in compliance with this policy. In the case of a controlled substance, the observations may include indications of the chronic and withdrawal effects of a controlled substance.

Safety-Sensitive Function:
Means all time from the time a driver begins to work or is required to be in readiness to work until the time he or she is relieved from work and all responsibility for performing work. Safety-sensitive functions include:

- All time at a city plant, terminal, facility, or other property, or on any public property,
- waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- All time inspecting equipment as required by 49 C.F.R. § 392.7 and 392.8 or otherwise

inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- All time spent at the driving controls of a commercial motor vehicle in operation;
- All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 C.F.R. § 393.76);
- All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle. 49 C.F.R. § 382.107.

Screening Test (also known as Initial Test):
In alcohol testing, mean an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in her or her system. Screening tests may be conducted by utilizing a non-evidential screening device included by the National Highway Traffic Administration on its conforming products list (e.g., a saliva screening device) or an evidential breath testing device ("EBT") operated by a trained breath alcohol technician ("BAT"). In controlled substance testing, "Screening Test" means an immunoassay screen to eliminate "negative" urine specimens form further consideration. 49 C.F.R. § 382.107.

Substance Abuse Professional" or "SAP":
Means a licensed physician (medical doctor or doctor of osteopathy), licensed or certified psychologist, licensed or certified social worker, licensed or certified employee assistance professional, or licensed or certified addiction counselor (certified by the National Association of Alcoholism and Controlled Substance Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders. 49 C.F.R. § 40.281.

DRUG AND ALCOHOL TESTING AND DRUG-FREE WORKPLACE ACT POLICY *(NON-DOT)*

PURPOSES AND OBJECTIVES

The City of St. Francis ("city") has a vital interest in maintaining safe, healthful and efficient working conditions for employees and recognizes that individuals, who are impaired because of a controlled substance, jeopardize the safety and health of other workers as well as themselves. The City of St. Francis does not intend to intrude into the private lives of its employees, but strongly believes that a drug- and alcohol-free workplace is in the best interest of employees and the public alike. Alcohol and drug abuse can cause unsatisfactory job performance, , increased tardiness and absenteeism, increased accidents and workers' compensation claims, higher insurance rates, and increase in theft of city property. The city of St. Francis' Drug and Alcohol Testing Non-DOT policy has been established for the purpose of providing a safe workplace for all. The City of St. Francis has a zero tolerance policy for drugs and alcohol in the workplace.

City employees and applicants offered regular status employment with the city, must undergo controlled substance and alcohol testing as described by this policy. Those city employees required to hold a commercial driver's license by the United States Department of Transportation ("DOT") for their job will also be tested under the city's Policy on Drug and Alcohol Testing for Commercial Drivers (the "DOT Policy"). In the event a conflict exists between the two polices, the policy which is more restrictive and applicable will apply. All other city employees, including firefighters, will be governed by this non-DOT policy on controlled substance and alcohol testing.

To ensure that the policy is clearly communicated to all employees and applicants to whom offers of employment have been made, and in order to comply with federal and state law, employees and applicants are required to review this policy and sign the "Policy Acknowledgment" form. A job applicant will also acknowledge in this form

that he/she understands that passing the drug test is a requirement of the job.

PERSONS SUBJECT TO TESTING & CIRCUMSTANCES UNDER WHICH TESTING MAY BE REQUIRED

Under this policy, the city may test any applicant to whom an offer of employment has been made and may test any employee for alcohol and/or drugs under any of the following circumstances with a properly accredited or licensed laboratory, in accordance with Minn Stat. § 181.953, subd. 1

Pre-Employment Testing

Every job applicant offered employment with the city receives the offer conditioned upon successful completion of an alcohol and/or drug test, among other conditions. If the job is withdrawn based on alcohol and/or drug test results, the city will inform the applicant of the reasons for the withdrawal. A failure of the alcohol and/or drug test, a refusal to take the test, or failure to meet other conditions of the offer will result in a withdrawal of the offer of employment even if the applicant's provisional employment has begun. A negative or positive dilute test result (following a second collection). Which has been confirmed, will also result in immediate withdrawal of an offer of employment to an applicant. Temporary and seasonal employees are also subject to this policy.

Reasonable Suspicion Testing

Consistent with Minn. Stat. § 181.951, subd. 3, Employee will be subject to alcohol and/or drug testing where reasonable suspicion exists to believe that the employee:

- Is under the influence of alcohol or a drug; or
- Has violated written work rules prohibiting the use, possession, sale or transfer of drugs or alcohol while working, while on city property, or while operating city vehicles, machinery or any other type of equipment; or
- Has sustained a personal injury as defined in Minn. Stat. § 176.011, subd. 16 , or has caused another employee to sustain an injury or;
- Has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident; or
- Has discharged a firearm other than (a) on a target range, or (b) while conducting authorized ballistics tests, or (c) has, as determined only by employee's department head, or his/her official designee, or the City Manager, engaged in an act or omission related to the performance of the job, whether committed on or off duty, that logically requires or justifies such testing, revealed as a clear and compelling necessity by the nature of the incident.

Reasonable suspicion may be based upon, but is not limited to, facts regarding appearance, behavior, speech, breath, odor, possession, proximity to or use of alcohol or drugs or containers of paraphernalia, poor safety record, excessive absenteeism, impairment of job performance, or any other circumstances that would cause a reasonable employer to believe that a violation of the city's policies concerning alcohol or drugs may have occurred. These observations will be reflected in writing on a Reasonable Suspicion Record Form.

For off-site collection, employees will be driven to the employer-approved medical facility by their supervisor or a designee. For an on-site collection service, the employee will remain on site and be observed by the supervisor or designee. The medical facility or on-site collection service will take the urine or blood sample and will forward the sample to an approved laboratory for testing.

Pursuant to the requirements of the Drug-Free Workplace Act of 1988, all city employees, as a condition of continued employment, will agree to abide by the terms of this policy and must notify City Clerk of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction. If required by law or government contract, the City will notify the appropriate federal agency of such conviction

within 10 days of receiving notice from the employee.

Return-to-Duty Testing
Before an employee will be allowed to return to duty, the employee will undergo a return-to-duty test on a date specified by a Substance Abuse Professional (SAP). The test must indicate a negative breath alcohol concentration or a verified negative result for drug use before the employee may return to work. Prior to a return-to-duty test the employee must be evaluated by a SAP and participate in any educational, counseling or rehabilitation program prescribed. The SAP will require a follow-up evaluation to determine if the employee has successfully completed the program and evaluations as prescribed. The SAP will provide a written report for the city following the initial and follow-up evaluations with the employee.

The return-to-duty test is not limited to a specific drug (i.e., the particular drug for which the employee tested positive). Additionally, if the SAP determines that a multiple-substance abuse program exists, a drug test may be performed in conjunction with an alcohol test.

Treatment Program Testing
In accordance with Minn. Stat. § 181.951, subd. 6., the city may request an employee to undergo drug and alcohol testing if the employee has been referred by the city for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan. In such a case, the employee may be requested or required to undergo drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.

Routine Physical Examination Testing
The City may request or require an employee to undergo drug and/or alcohol testing as part of a routine physical examination. The city, in accordance with Minn. Stat. § 181.951, subd. 3, will request or require this type of testing no more than once annually, and the employee will be provided with at least two weeks' written notice that the test will be required as part of the physical examination.

Random Testing
In accordance with Minn. Stat. § 181.951, subd. 4, the city may require an employee to submit to random testing if the employee is in a safety-sensitive position.

Any intentional act or omission by the employee or applicant that prevents the completion of the testing process constitutes a refusal to test.

An applicant or employee who substitutes, or attempts to substitute, or alters, or attempts to alter a testing sample is considered to have refused to take a drug and/or alcohol test. In such a case, the employee is subject to immediate termination of employment, and in the case of an applicant, the job offer will be immediately withdrawn.

Refusal on Religious Grounds
An employee of job application who, on religious grounds, refuses to undergo drug and/or alcohol testing of a blood sample will not be considered to have refused testing, unless the employee or job applicant also refuses to undergo drug and/or alcohol testing of a urine sample.

Refusal to Submit to a Required Alcohol or Drug Test
Employees and applicants have the right to refuse to submit to an alcohol or drug test under this policy. If an applicant or employee refuses to submit to a required alcohol or drug test, no test will be conducted. However,

such a refusal by an employee will be considered a positive test result, will cause disqualification from performing safety sensitive functions, and will result in discipline pursuant to this policy. If an applicant refuses to submit to pre-employment testing, any conditional offer of employment will be withdrawn.

For purposes of this section, an employee or applicant refuses to submit to an alcohol or drug test when the applicant or employee:

- Fails to provide adequate breath for alcohol testing without valid medical explanation after he or she has received notice of the requirement for breath testing;
- Fails to provide adequate urine for drug testing without a genuine inability to provide a specimen (as determined by a medical evaluation) after he or she has received notice of the requirement for urine testing.
- Fails to report for testing within thirty minutes, or another time frame specified by the city when directed to report for off-site testing;
- Fails to remain at a testing site until testing is complete;
- In case of directly observed or monitored collection, fails to permit observation or monitoring.
- Fails or declines to take a second test as required by the city and/or collector; or
- Engages in conduct that clearly obstructs the testing process.

Refusal by an applicant or employee to complete and sign required forms, to provide an adequate breath, blood, or saliva sample, otherwise cooperate in a way that prevents the completion of the testing process, constitutes a refusal to test.

Cost of Required Testing

The city will pay for the cost of all drug and/or alcohol testing requested or required of all job applicants and employees, except for confirmatory retests. Job applicants and employees will pay for the cost of all requested confirmatory retests, return-to-duty and follow-up tests.

PROHIBITION AGAINST DRUGS AND ALCOHOL

Use and Possession of Alcohol or Drugs

Employees are prohibited from the use, possession, transfer, transportation, manufacture, distribution, sale, purchase, solicitation to sell or purchase, or dispensation of alcohol, drugs or or drug paraphernalia while on duty, on city premises, while operating any city vehicle, machinery, or equipment, or when performing any city business; except (1) pursuant to a valid medical prescription used as properly instructed; or (2) the use of over-the-counter drugs used as intended by the manufacturer; or (3) when necessary for approved law enforcement activity.

Besides having a zero-tolerance policy for the use or possession of alcohol, illegal drugs, or misused prescription drugs on the worksite, we also prohibit the use, possession of, impairment by any cannabis or medical cannabis products (e.g., hash oils, edibles or beverages containing cannabinoids, or pills) on the worksite by a person working as an employee at the city or while “on call” and subject to return to work. Having a medical marijuana card, patient registry number, and/or cannabis prescription from a physician does not allow anyone to use, possess, or be impaired by that drug here. Likewise, the fact that cannabinoids may be lawfully purchased and consumed in some circumstances does not permit anyone to use, possess, or be impaired by them here. The federal government still classifies cannabis as an illegal drug, even though some states, including Minnesota, have decriminalized its possession and use in certain circumstances. There is no acceptable concentration of marijuana metabolites in the blood or urine of an employee who operates our equipment or vehicles or who is on one of our worksites. Applicants and employees are still subject to being tested under our drug and alcohol testing policy. And employees are subject to being disciplined, suspended, or terminated after testing positive for

cannabis if the employee used, possessed, or was impaired by cannabis, including medical cannabis, while on the premises of the place of employment or during the hours of employment.

While Impaired of Alcohol or Drugs

Employees are prohibited from being under the influence of alcohol or drugs or having a detectable amount of an illegal drug in the blood or urine when reporting for work; while on duty; is on the city's premises; while operating any city vehicle, machinery or equipment, or when performing any City business, except (1) pursuant to a valid medical prescription used as properly instructed; or (2) the use of over-the-counter drug used as intended by the manufacturer.

Driving While Impaired

A conviction of driving while impaired in a city-owned vehicle at any time during business or non-business hours, or in an employee-owned vehicle while conducting city business may result in discipline, up to and including discharge.

Criminal Controlled Substance Convictions

Any employee convicted of any criminal drug statute must notify his or her supervisor and the City Clerk in writing of such conviction no later than five days after such conviction. Within thirty days after receiving notice from an employee of a drug-related conviction, the city, will take appropriate personnel action against the employee up to and including discharge, or require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program as an alternative to termination. In the event notice is not provided to the supervisor and the employee is deemed to be incapable of working safely, the employee will not be permitted to work and will be subject to disciplinary action, including dismissal from employment. In accordance with the Federal Drug-Free Workplace Act of 1988, if the city is receiving federal grants or contracts of over $25,000, the city will notify the appropriate federal agency of such conviction within 10 days of receiving notice from the employee.

Failure to Disclose Lawful Drugs

Employees taking a lawful drug, including prescription and over-the-counter drugs, which may impair their ability to perform their job responsibilities or pose a safety risk to themselves or others, must advise their supervisor of this before beginning work. It is the employee's responsibility to seek out written information from his/her physician or pharmacist regarding medication and any job performance impairment and relay that information to his/her supervisor. In the event of such a disclosure, the employee will not be authorized to perform safety sensitive functions.

REVIEW AND NOTIFICATION OF TEST RESULTS

Review by Medical Review Officer

Results of positive controlled substance tests and positive blood and urine alcohol tests will be sent by the testing laboratory to an independent Medical Review Officer ("MRO") selected by the city. The MRO is responsible for reviewing and interpreting test results, reviewing the individual's medical history to explain a positive test result and notifying individuals of confirmed positive test results.

Prior to making a final decision to verify a positive test result, the MRO will give the individual an opportunity to discuss the test result. The MRO, or medical staff person under the MRO's supervision, will contact be individual directly, on a confidential basis, to determine whether the individual wishes to discuss the test result. If the individual wishes to discuss the test result:

- The individual may be required to speak or meet with the MRO, who will review the individual's medical history, including any medical records provided;
- The individual will be afforded the opportunity to discuss the test results and to offer any additional or clarifying information which may explain the positive test result;
- If there is some new information which may affect the original finding, the MRO may request the laboratory to perform additional testing on the original specimen in order to further clarify the results; and
- A final determination will be made by the MRO that the test is either positive or negative and the individual will be so advised.

If the MRO determines that there is a legitimate medical explanation for the confirmed positive test result, the MRO will report the test result to the city as negative. If the MRO determines that there is no legitimate medical explanation for the confirmed positive test result, the MRO will report the positive test result to the city. Based on a review of laboratory reports, quality assurance and quality control data and other test results, the MRO may conclude that a particular confirmed test result is scientifically insufficient for further action. Under these circumstances, the MRO will conclude that the test is negative.

Job applicants and employees are strongly encouraged to speak with the MRO to provide any valid explanation for a positive test result. The MRO will verify a test as positive without talking directly with the individual under the following circumstances:

- The individual expressly declines the opportunity to discuss the test with the MRO after being contacted by the MRO or the MRO's staff representative;
- Neither the MRO nor the city, after making all reasonable efforts, has been able to contact the individual within fourteen days of the date on which the MRO received the confirmed positive test result from the laboratory; or
- The city has successfully made and documented a contact with the individual and instructed the individual to contact the MRO and more than five days have passed since the date the individual was successfully contacted.

Once a positive test has been verified by the MRO it can be re-opened if the individual presents to the MRO information documenting that serious illness, injury, or other circumstances unavoidably prevented the individual from being contacted as described above. If the individual expressly declines the opportunity to discuss the test with the MRO after being contacted by the MRO or the MRO's staff representative, the test cannot be reopened regardless of any explanation provided by the individual.

Notification of Negative Test Results.

In the case of job applications, and in accordance with Minn. Stat. § 181.953, City Clerk will notify a job applicant of a negative drug result within three days of receipt of result by the city, and the hiring process will resume. In accordance with Minn. Stat. § 181.953, subd. 3, a laboratory must report results to the city within three working days of the confirmatory test result A "Negative Test Results Notification" form will also be sent to the job applicant. The job applicant may request a copy of the test result report from City Clerk.

In the case of current employees and in accordance with Minn. Stat. § 181.953, City Clerk will notify the employee of a negative drug and/or alcohol result within three days of receipt of result by the ciy. A "Negative Test Results Notification" form will be sent to the employee, and he or she may request a copy of the test result report from City Clerk.

Notification of Positive Test Results

In the event of a confirmed positive blood or urine alcohol and/or drug test result, the city will notify the employee of a positive drug and/or alcohol result within three days of receipt of the result. City Clerk will send to the employee or job applicant a "Positive Test Results Notification" letter containing further instructions. The

employee or job applicant may contact City Clerk to request a copy of the test result report if desired. In accordance with Minn. Stat. § 181.953, subd. 3, a laboratory must report results to the city within three working days of the confirmatory test result.

Right to Provide Information After Testing Results

Within three working days after notice of a positive drug or alcohol test result on a confirmatory test, the employee or job applicant may submit information to the city to explain the positive result. In accordance with Minn. Stat. § 181.953, subd. 10, if an employee or applicant submits information either before a test or within three working days after a positive test result that explains the positive test result, (such as medications the employee is taking), the city will not take an adverse employment action based on that information unless the employee has already been under an affirmative duty to provide the information before, upon, or after hire..

Right to Confirmatory Retest

A job applicant or employee may request a confirmatory retest of the original sample at the job applicant's or employee's own expense after notice of a positive test result on a confirmatory test. Within five working days after notice of the confirmatory test result, the job applicant or employee must notify the city in writing of the job applicant's or employee's intention to obtain a confirmatory retest. Within three working days after receipt of the notice, the city will notify the original testing laboratory that the job applicant or employee has requested the laboratory to conduct the confirmatory retest or transfer the sample to another laboratory licensed to conduct the confirmatory retest. The original testing laboratory will ensure that the control and custody procedures are followed during transfer of the sample to the other laboratory. In accordance with Minn. Stat. § 181.953, subd. 3, the laboratory is required to maintain all samples testing positive for a period of six months. The confirmatory retest will use the same drug and/or alcohol threshold detection levels as used in the original confirmatory test.

In the case of job applicants, if the confirmatory retest does not confirm the original positive test result, the city's job offer will be reinstated and the city will reimburse the job applicant for the actual cost of the confirmatory retest. In the case of employees, if the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test will be taken against the employee, the employee will be reinstated with any lost wages or salary for time lost pending the outcome of the confirmatory retest result, and the city will reimburse the employee for the cost of the confirmatory retest.

Access to Reports

In accordance with Minn. Stat. § 181.953, subd. 10, an employee will have access to information contained in his or her personnel file relating to positive test results and to the testing process, including all information gathered as part of that process.

Dilute Specimens

A negative or positive dilute test result (following a second collection) which has been confirmed will subject an employee to immediate termination.

CONSEQUENCES FOR EMPLOYEES ENGAGING IN PROHIBITED CONDUCT

Job Applicants

The city's conditional offer of employment will be withdrawn from any job applicant who refuses to be tested or tests positive for controlled substance as verified by a confirmatory test.

Employees

- **No Adverse Action Without Confirmatory Test.**

The city will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee based on a positive test result from an initial screening test that has not been verified by a confirmatory test.

- **Suspension Pending Test Result**
  The city may temporarily suspend a tested employee with or without pay or transfer that employee to another position at the same rate of pay pending the outcome of the requested confirmatory retest, provided the city believes that it is reasonably necessary to protect the health or safety of the employee, co-employees, or the public. The employee will be asked to return home, and will be provided appropriate arrangements for return transportation to his or her residence. In accordance with Minn. Stat. § 181.953, subd. 10, an employee who has been suspended without pay will be reinstated with back pay if the outcome of the requested confirmatory retest is negative.

- **Discipline and Discharge**
  Confirmatory Positive Test Result
  The city will not discharge an employee for a first confirmatory positive test unless the following conditions have been met:

  - The city has first given the employee an opportunity to participate in either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the city after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency. Participation by the employee in any recommended substance abuse treatment program will be at the employee's own expense or pursuant to the coverage under an employee benefit plan. The certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency will determine if the employee has followed the rehabilitation program as prescribed;
  - The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a refusal to test or positive test result on a confirmatory test after completion of the program.

  Other Misconduct
  Nothing in this policy limits the right of the city to discipline or dismiss an employee on grounds other than a positive confirmatory test result, including conviction of any criminal drug statute for a violation occurring in the workplace or violation of other city personnel policies.

Emergency Call Back to Work Provisions

If an employee is called out for a city emergency and he or she reports to work and is suspected of being under the influence of drugs or alcohol, he or she will not be subject to the testing procedures of this policy but may be subject to discipline and will not be allowed to work. Appropriate arrangements for return transportation to the employee's residence will be made. It is the sole responsibility of the employee who is under the influence of alcohol and/or drugs and who is called out for a city emergency, to notify his or her supervisor of this information and advise if he or she is unable to respond to the emergency call back.

Non-Discrimination

The city of St. Francis' policy on work-related substance abuse is non-discriminatory in intent and application; however, in accordance with Minn. Stat., ch. 363, disability does not include conditions resulting from alcohol or other drug abuse which prevents an employee from performing the essential functions of the job in question or constitutes a direct threat to property of the safety of individuals.

Furthermore, the city will not retaliate against any employee for asserting his or her rights under this policy.

City's Employee Assistance Program
The city offers an employee assistance program to all regular status employees to help employees deal with serious personal or work-related problems at any time. The city's EAP provides confidential, cost-free, short-term counseling to regular status employees and their families. Employees are encouraged to seek assistance before a problem affects their employment status.

POLICY CONTACT FOR ADDITIONAL INFORMATION

If you have any questions about this policy or the city's controlled substance and alcohol testing procedures, you may contact your immediate supervisor, the Human Resources Coordinator, or the Director of Administration to obtain additional information.

DEFINITIONS

"Alcohol" Means the intoxicating agent in beverage alcohol or any low molecular weight alcohols such as ethyl, methyl, or isopropyl alcohol. The term includes but is not limited to beer, wine, spirits, and medications such as cough syrup that contain alcohol.

"Alcohol use or usage" means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

"Applicant" means a person applying for a job with the city.

"City" means the City of St. Francis.

"City Premises" means, but is not limited to, all city job sites and work areas. For the purposes of this policy, city premises also includes any other locations or modes of transportation to and from those locations while in the course and scope of employment of the city.

"City Vehicle" means any vehicle which employees are authorized to use solely for city business when used at any time, or any vehicle owned or leased by the City when used for city business.

"Collection Site" means a place designate by the city where job applicants and employees present themselves for the purpose of providing a specimen of their breath, urine and/or blood to be analyzed for the presence of controlled substances and alcohol.

"Confirmatory Test" Means a drug and/or alcohol test on a sample to substantiate the results of a prior drug and/or alcohol test on the same sample, and that uses a method of analysis allowed under one of the programs listed in Minn. Stat. § 181.953, subd. 1.

"Drug" Includes any "controlled substance" as defined in Minn. Stat. § 152.01, subd. 4, and also includes all cannabinoids, including those that are lawfully available for public consumption that do not otherwise qualify as being a "controlled substance" as defined in Minn. Stat. § 152.01, subd. 4.

Drug and/or alcohol testing, and drug and/or alcohol test: Mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, subd.1, for the purpose of measuring their presence or absence of drugs, alcohol, or their metabolites in the sample tested.

Drug paraphernalia: Has the meaning set forth in Minn. Stat. § 152.01, subd. 18.

"Employee" means a person who performs services for compensation for the city and includes independent contractors except where specifically noted in this Policy.

"Initial Screening Test" Means a drug and/or alcohol test that uses a method of analysis under one of the programs listed in Minn. Stat. § 181.953, subd. 1.

"Job Applicant" means a person, who applies to become an employee, independent contractor or agent of the city.

"MRO or Medical Review Officer" means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by a controlled substance and alcohol testing program who has knowledge of substance abuse disorders and ahs appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

"Positive Test Result" means a finding of the presence of alcohol or controlled substance or their metabolite, in the sample tested in levels at or above the applicable threshold detection level. In the case of alcohol testing, a positive test result occurs when the confirmed alcohol concentration in 0.04 or above. In the case of controlled substance testing, a positive test result occurs when the testing laboratory finds the presence of controlled substance or their metabolites at levels equal to or above the threshold detection levels set forth above. Minimum threshold detection levels are subject to change without prior notice as determined in the city's sole discretion.

Random selection basis: Means a mechanism for selection of employees that (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and (2) does not give an employer discretion to waive the selection of any employee selected under the mechanism.

"Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

"Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment cause by drug or alcohol usage would threaten the health or safety of any person.

"Substance Abuse Professional" or "SAP" means a licensed physician (medical doctor or doctor of osteopathy), licensed or certified psychologist, licensed or certified social worker, licensed or certified employee assistance professional, or licensed or certified addiction counselor (certified by the National Association of Alcoholism and Controlled Substance Abuse Counselors Certification Commission) with knowledge of an clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

Under the influence: Means (1) the employee tests positive for alcohol or drugs, or (2) the employee's actions, appearance, speech, and/or bodily odors reasonably cause the city to conclude that the employee is impaired because of illegal drug use or alcohol use.

SECTION 15 - TELECOMMUTING/ EXTENDED WORK SITE POLICY

The City recognizes the importance of providing options to the normal work environment which utilizes technology to increase employee productivity, improve employee satisfaction, reduce employee absenteeism, reduce the costs of

office space, reduce travel expenses, increase flexibility, reduce parking issues, save on the environment, increase customer service, and to use for employee recruitment and retention.

To accomplish these benefits, the City supports this policy as an alternative work arrangement. The City's telecommuting/extended work site program is intended to be an innovative work option that benefits the City, constituents, and employees on a case by case basis. The City recognizes that this program is not an option for all employee classifications or departments. Prior to proceeding with the telecommuting/extended work site program, the Department Head must present the plan to the City Administrator for review.

DEFINITIONS

A. Telecommuting/Extended Work Site - to work part of the defined work week at an alternate work site on a regularly scheduled basis rather than at the designated City location in which technology provides the employee with a portable office. Extended work sites may include homes, mobile work sites, or customer sites.

B. Eligible Employee - a regular, full-time, part-time, exempt, or non-exempt, employee who is approved by the City Administrator

C. Core Hours - those hours during which the employee must be available for contact.

EMPLOYEE SELECTION CRITERIA

A. The Department Head or designee shall review telecommuting/extended work site requests on a case-by-case basis. A request may be initiated by either the employee or the Department Head/designee. The Department Head or designee will consider the unique circumstances of each request in light of the factors listed below:

1. Needs of the department.
2. Employee's work duties and the ability to measure work performed.
3. Availability and costs of needed equipment.
4. Adequate work space at the employee's home.
5. Employee's current and past job performance.
6. Employee's work skills, such as time management, organizational skills, self-motivation, and the ability to work independently.
7. Effect on customer service.
8. Effect on the rest of the work group, unit or department.
9. Other factors/considerations deemed necessary and appropriate by the Department Head or designee.

B. Seniority will not be a basis for selecting employees to participate in this program.

C. Telecommuting/Extended Work Site is not an entitlement of employees, and as such is approved on a case-by-case basis consistent with the mission of the City and the respective department.

If the Department Head or designee accepts the request and determines the criteria are met, the employee and Department Head or designee shall create a written statement of such agreement if intended to be an ongoing situation.

If the Department Head or designee denies an employee's request to work at an alternate site, this decision is not grievable by policy. A Department Head has the authority to deny any and all requests for telecommuting in their department.

TERMS AND CONDITIONS

Telecommuting is a voluntary arrangement between the employee and the City. Telecommuting is neither a benefit nor an entitlement. Telecommuting is a privilege and may be discontinued at the discretion of the City at any time for any reason, when it is determined to be in the best interests of the City.

Due to unforeseen circumstances, a Department Head or designee may suspend a Telecommuting/Extended Work at any time.

Each telecommuting arrangement will be reviewed on a regular basis to determine if it continues to provide satisfactory outcomes and to meet the needs of the City. If it does not, the Department Head or designee may terminate the arrangement. If appropriate, attempts to correct the situation may be made before the arrangement is terminated.

Telecommuting does not change the basic terms and conditions of employment.

Telecommuters will manage dependent care and personal responsibilities in the same way they meet these responsibilities while working at the city-owned work site and in a way that allows them to successfully meet job responsibilities.

Telecommuters may not receive any advantage or disadvantage for purposes of position upgrade or promotion because of the telecommuting arrangement.

Each department should decide upon how they will handle leave status or hours-worked issues relating to weather emergencies and other extenuating circumstances that impact the telecommuter's safety and ability to work, whether scheduled to work at an alternate site or in a city-owned work site.

Telecommuters must conform to all City policies, and in particular to those relating to use of city equipment, software licensing, data privacy, computer security issues, etc.

COMPENSATION AND BENEFITS

Compensation and benefits will be those determined by City policy or Union contract, whichever prevails. Compensation and benefits will not be negatively impacted by telecommuting.

TAX IMPLICATIONS

Any Federal, State, or Local tax implications resulting from an employee being a telecommuter will be the sole responsibility of the employee. Employees should refer questions in this area to their personal tax advisors.

WORK SCHEDULE AND OVERTIME

Telecommuters will be as accessible as their on-site counterparts during their agreed upon regular core hours, regardless of work location.

The work schedule of the telecommuting/extended work site employee will be determined by the Department Head or designee. The work schedule agreed to will be documented in the telecommuting agreement.

Telecommuters must notify their office and/or supervisor if they leave their designated telecommuting location during their scheduled core hours.

The working of overtime and/or the accrual of compensatory time will be subject to the same rules and regulations as are in place at the designated City work location.

The Department Head or designee may make on-site visits to the telecommuters work location.

The employee will be expected to attend all assigned office meetings related to the performance of their job, including those which would normally be held on a telecommuting day. Travel to and from the assigned office shall not be considered as compensable hour or a reimbursable expense.

PERFORMANCE MEASUREMENTS

The performance expectations of a telecommuting employee will be determined and measured by the Department Head and/or designee.

EQUIPMENT AND INFORMATION SECURITY

A. City provided equipment at home is not an entitlement of telecommuting/extended work site; depending on the job, equipment needs for telecommuters will vary from as little as phone and pencil to as much as computer, modem, data line, printer and fax machine.

B. Telecommuting employees must use City provided computer hardware and software to perform their jobs. The cost of the required equipment will be the responsibility of the Department.

C. Telecommuting employees must abide by the City's policies covering information security and data privacy, as well as the requirements set forth in the MN Government Data Practices Act.

D. The description and asset number of any City equipment in the telecommuter's possession will be recorded and tracked by each department.

E. All maintenance will be performed by a City authorized technician at an authorized City repair location.

The employee will be responsible to bring the equipment to a City facility for repair. The necessary maintenance and repairs will be performed at the City's expense.

When City equipment fails, the employee must notify his/her supervisor immediately and make a joint decision about what tasks to work on and the employee should work on-site until the equipment is repaired.

F. The telecommuter is responsible for all wear and damage to personal property resulting from the use of the home office. This includes normal wear on home furnishings, as well as any accidental damages due to the failure of the City equipment.

G. During the remote transportation of any City-owned equipment, the employee is responsible for all City-owned equipment in their possession.

H. All City policies apply – i.e., Personnel Policy Information Technology Systems and Electronic Communications.

I. Telecommuting employees should have no expectation of privacy with regards to home office as the office as well as the computer files, computers, telephones, etc. may be monitored and suspect to inspection by the employer.

J. Employees must return all City owned equipment to the City when requested by their Department Head or designee, or when employment with the City is terminated.

EXPENSES

A. Telecommuting employees will be reimbursed for the following expenses:

1) Basic office supplies obtained through the normal procurement procedures.
2) Mileage for City business under the current City policies.
3) Any expenses which are not specifically provided for in this policy require prior approval by the telecommuting employee's Department Head.

B. Non-Reimbursable Expenses

1) Any costs related to remodeling and/or furnishing the work space.
2) Normal household expenses such as heating/cooling and electricity.

RISK MANAGEMENT

The telecommuter’s designated alternate workspace will be considered to be the telecommuter's work site during scheduled core hours. The telecommuter and the Department Head or designee shall agree upon the designation of the alternate workspace before the telecommuter starts working at the alternate site. Changes to the workspace must be coordinated with the Department Head or designee.

A. Telecommuters who work at home agree to provide a safe workspace. This includes complying with ergonomics.

B. Telecommuters will be responsible for any costs related to remodeling and maintenance of the home workspace.

C. No City or work related in person meetings will be held at the telecommuting site

D. The City does not assume any liability for loss, damage or wear of employee owned equipment, furniture, etc. The telecommuter is responsible for insuring employee-owned equipment, unless otherwise agreed to in writing before a loss.

E. The City is responsible for insuring City-owned equipment. The telecommuter has the same responsibility for taking appropriate steps to minimize damage to City-owned property at the home site as at the office site.

F. St. Francis shall have no liability to third parties for injuries or property damage occurring at the employee's home. Telecommuters remain responsible for such injuries and damages and should consult with their Homeowner's or Renter's insurance agent to protect themselves.

G. Telecommuters are responsible for submitting claims for stolen or damaged City-owned equipment to their Homeowner's or Renter's insurance company, and for filing a police report with their local police department. The Department Head or designee must be notified immediately in the event of any damage to or loss of City property.

H. The employee is responsible for establishing a safe and secure work environment. An employee is covered by the City's Workers' Compensation laws while in telecommuting status. Any work injury that occurs must be immediately reported to the Department Head or designee, using the City's standard injury reporting process. The employee's home is considered a work site only during scheduled core hours for purposes of workers' compensation.

SECTION 16 - SOCIAL MEDIA POLICY

Purpose

Social media in government serves two primary functions: to communicate and deliver messages directly to citizens and to encourage citizen involvement, interaction and feedback. This policy seeks to ensure the proper use of the City of St. Francis' social media sites by its representatives.

The City St. Francis aims to maintain a positive and informative social media presence. City employees and agents have the responsibility to use the City's social media resources in an efficient, effective, ethical and lawful manner pursuant to all existing City and departmental policies. This policy also provides guidelines and standards for City employees and agents regarding the use of social media for communication with the public, the media, businesses and organizations.

Definition

Social media are internet and mobile-based applications, websites and functions, other than email, for sharing, distributing and discussing information, where users can post photos, videos, comments or links to other information to create content on any topic.

As used in this policy "social media" includes, but is not limited to:

- Social networking sites and mobile applications such as Facebook, LinkedIn, Twitter, Nextdoor, etc.
- Blogs, Vlogs
- News and aggregate sites such as Reddit and Buzzfeed
- Video and photo sharing sites such as YouTube, Instagram, Snapchat, Imgur and TikTok
- Wikis, or shared encyclopedias such as Wikipedia
- An ever emerging list of new web-based platforms generally regarded as social media or having many of the same functions as those listed above

As used in this policy, “employees and agents” includes all City representatives, including

- Employees; including full-time, part-time, seasonal and temporary employees, volunteers and interns
- Independent contractors
- Elected or appointed officials
- Appointed or elected board or commission members

As used in this policy, “social media manager” includes any employee or agent with administrative access to any of the City’s social media accounts.

As used in this policy, the terms “the City” and “City” refer to the City St. Francis.

Policy
The City of St. Francis will determine, at its discretion, how its social media accounts and pages are designed, implemented and managed as part of its overall communication and information sharing strategy.

City of St. Francis’ social media accounts are considered a City asset and administrator access to these accounts must be securely administered in accordance with the City’s Computer Use Policy. The City reserves the right to modify, deactivate or shut down any of its social media sites or accounts at any time, for any reason, without notice.

Scope

This policy applies to any existing or proposed social media websites sponsored, established, registered, or authorized by the City of St. Francis. The City’s social media accounts are exclusively the following:

- City of St. Francis , MN - Facebook
- City of St. Francis - Twitter | @cityofstfrancismn
- Saint Francis - MN Police Department - Facebook
- Saint Francis MN – YouTube | @saintfrancismn2028
- Bottle Shop
- Fire Dept

The City does not create, collect, disseminate, or regulate use of any other social media accounts, including the personal accounts of its elected officials and staff. Questions regarding the scope of this policy should be directed to the City Clerk.

Rules of Use
City social media managers are responsible for managing and maintaining social media accounts or websites.

Employees, facilities or departments wishing to establish a new social media presence must, with the approval of their Department Head, submit a written request to, and receive written approval from, the City Clerk prior to establishing any new social media presence. All approved sites will be clearly marked as belonging to the City of St. Francis and will contain a link to the official City website (https://www.stfrancismn.org/). No one may establish social media accounts, applications or websites on behalf of the City unless authorized in accordance with this policy.

All City social media accounts must conspicuously display or link to a public notice that informs the public of the purpose of the social media presence and the terms one agrees to in accessing, using, or posting to the City’s social media page.

To ensure accurate records keeping and a consistent message, departments or employees wishing to add or remove social media manager(s) to any of the City's social media accounts must receive written approval from the City Clerk. All employees acting as social media managers will do so with permission from their department head.

Administration of all social media must comply with applicable laws, regulations, and policies.

City social media accounts covered by this policy are City assets and must not be used by social media managers for private or personal purposes.

No City social media shall be used by the City or any employee or agent to disclose information classified by the Minnesota Government Data Practices Act as confidential, private, nonpublic, or protected nonpublic. If there is any question as to whether information is classified by the Minnesota Government Data Practices Act, contact the City Clerk.

Outside of situations of disaster, no City social media account will be used for transactions of city business. In the event a user initiates a request, application, or question through social media that affects city business or requires another city policy or process to be followed, follow up with that user by phone, email, or other channels. If comments are allowed, in the event of a question of general interest, a response may be given in comments or a subsequent post may be created to include the information.

Be aware that content will reflect not only on the writer but also on the City of St. Francis as a whole, including elected officials and other City employees and agents. Make sure information is accurate and free of grammatical errors.

All City social media managers shall:

- Adhere to all City personnel and computer use policies
- Use only appropriate language
- Not provide private, confidential, or classified information, including names, or using such material as part of any content added to a site
- Not provide information related to pending decisions that would compromise negotiations
- Be aware that all content added to a site is subject to open records/right to know laws and discovery in legal cases
- Always keep in mind the appropriateness of content
- Comply with all existing policies established by the City

If and when the City's social media invites comments from the public, the City intends to create a limited public forum for discussion of matters related to City government and services.
Comments, posts or media posted by members of the public will not be edited; however, they may be removed or denied. The following are examples of content that may be denied, hidden or removed by City social media managers before or after being published:

- Obscene or pornographic content

- Direct threats to persons or property
- Material asserted to violate the intellectual property of another person
- Material unrelated to City government or services
- Private, personal information about a person published without his/her consent
- Information that compromises a public safety security system
- Statutorily private, confidential, or nonpublic data
- Commercial promotions or spam
- Hyperlinks to material that falls into one of the foregoing categories

Where moderation of comments prior to posting is an available option, comments from the public may be moderated and approved or denied by the City based on the above criteria. Where moderation prior to posting is not an option or not used, sites will be regularly monitored and reviewed by City social media managers.

Before deleting any content that falls into one of the foregoing categories, the deleting social media manager will take a screenshot of the relevant content and email it to the City Clerk. Please contact the City Clerk with questions regarding this process.

A member of the public whose comment is removed may appeal the removal of the comment and seek reconsideration of its removal by contacting the City in writing and explaining how the comment does not fall into one of the categories for removal. A written response should be provided as soon as reasonably possible.

A member of the public who disputes the legality of any portion of this policy may dispute the particular portion in writing. The City should acknowledge the claim promptly and, upon consultation of the City Attorney, respond to the claim concerning legality of the policy portion as soon as reasonably possible under the circumstances.

Data Ownership and Retention
All communications or messages within social media accounts covered by this policy composed, sent, or received on City or personal equipment are the property of the City and will be subject to the Minnesota Government Data Practices Act. This law classifies certain information as available to the public upon request.

Policy Violations
Violations of this policy may subject the employee or agent to coaching or disciplinary action up to and including discharge from employment.

Private Accounts
This policy does not apply to personal social media accounts of the City's elected officials or employees. The City is not responsible for monitoring or regulating private accounts. Elected officials and employees should be mindful, however, that it is possible a private account might be deemed a public forum for First Amendment activity if the account is used as a platform to discuss matters of public interest related to City government or services.

POLICY ACKNOWLEDGMENT

I hereby acknowledge and agree:

1. That I have received and read a copy of the City of St. Francis' Personnel Policy dated May 15, 2023 and agree to abide by this and all policies included in this document.
2. That I will comply with the rules and regulations outlined in this policy and all policies included in this document.
3. That this original acknowledgement will be placed in my personnel file and maint ained by the City Clerk.
4. I understand and acknowledge that this policy manual is not intended to create a contract between the City of St. Francis and myself.

_____

Employee Name *(Please Print)*

_____

Employee Signature

_____

Date

_____

City Clerk

UPON COMPLETION, PLEASE RETURN THIS FORM TO THE CITY CLERK.

THIS FORM WILL BE PLACED IN YOUR PERSONNEL FILE.

CITY COUNCIL AGENDA REPORT

TO: St. Francis City Council

FROM: Colette Baumgardner, Community Development Director and Beth Richmond, Planner

SUBJECT: St. Francis Dental Clinic Addition – Temporary Construction Easement Agreement and Temporary Code Exemption

DATE: May 15, 2023

APPLICANT: Sperides Reiners Architects, Eric Reiners on behalf of St. Francis Dental Care PA

LOCATION: 3715 Bridge St NW

COMP PLAN: Commercial

ZONING: B-1 Central Business District

OVERVIEW:

On June 6, 2022, the City approved a site plan application for an addition to the existing dental office building and an expansion of the parking lot at 3715 Bridge St NW. One of the conditions of approval of the site plan required that the applicant enter into a temporary construction access agreement with the City to access the rear of the dental site through the abutting City EDA-owned property at 3731 Bridge St NW.

The City EDA and the applicant have agreed upon a temporary construction easement agreement, attached. This agreement allows the dental office to utilize a portion of the EDA-owned property to access the rear of the property at 3715 Bridge St NW in order to construct the approved expansion. The proposed temporary construction easement agreement expires on November 31, 2023.

City Code Section 10-72-02 prohibits parking of vehicles on an unimproved surface in the yard of any property within a residential zoning district. As part of the easement agreement, it is expected that vehicles used for the construction of the dental addition will be parked on an unimproved surface on the EDA-owned property, which is zoned R-3. Therefore, Staff recommends that the Council grant a temporary exemption to City Code Section 10-72-02 to allow vehicles to park on an unimproved surface within the easement area until November 31, 2023.

ACTION TO BE CONSIDERED:

Staff recommends approval of the temporary code exemption. A draft resolution for the temporary code exemption has been prepared and is attached for Council's review.

Suggested Motions:

1. *Move to approve Resolution 2023-23 approving the temporary code exemption to allow vehicles to park on an unimproved surface at 3731 Bridge St NW until November 31, 2023.*

ATTACHMENTS:

- Draft Resolution 2023-23
- Temporary Construction Easement Agreement

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

RESOLUTION 2023-23

A RESOLUTION APPROVING A TEMPORARY EXEMPTION FROM CITY CODE SECTION 10-72-02 TO ALLOW TEMPORARY PARKING ON AN UNIMPROVED SURFACE IN THE R-3 ZONING DISTRICT

WHEREAS, the City approved Resolution 2022-33 approving a site plan for an addition onto the existing dental office located at 3715 Bridge St NW on June 6, 2022; and

WHEREAS, Resolution 2022-33 required that the applicant enter into a temporary construction easement agreement with the City for the property located at 3731 Bridge St NW as a condition of approval; and

WHEREAS, a temporary construction easement agreement for 3731 Bridge St NW has been approved by the applicant and the City EDA; and

WHEREAS, the easement area is intended to be used for access, driveway, parking, and all such related purposes to facilitate the construction of the dental office addition; and

WHEREAS, City Code Section 10-72-02 prohibits vehicles from parking on an unimproved surface in any residential zoning district; and

WHEREAS, 3731 Bridge St NW is zoned R-3 High Density Residential; and

WHEREAS, the area within the temporary construction easement agreement will not be improved; and

WHEREAS, on May 15, 2023, the City Council of the City of St. Francis considered the temporary code exemption and how it might affect public health, safety, or welfare and found that the project will not negatively impact the public health, safety, or welfare.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Francis hereby approves the temporary exemption from City Code Section 10-72-02 to allow temporary parking on an unimproved surface in the R-3 district.

BE IT FURTHER RESOLVED that this temporary exemption shall expire on November 31, 2023.

Approved and adopted by the City Council of the City of St. Francis on the 15th day of May, 2023.

_____
Steven D. Feldman, Mayor

_____ _____
Attest: Jennifer Wida, City Clerk Dated

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

TEMPORARY EASEMENT FOR CONSTRUCTION ACCESS PURPOSES

THIS TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION ACCESS PURPOSES
("Easement") is made, granted and conveyed this _____ day of _____, 2023, by and between St. Francis Dental, an Minnesota corporation located at 3715 Bridge Street in St. Francis, Minnesota, ("Dental Office") and the St. Francis Economic Development Authority, a public body corporate and politic and a political subdivision of the state in Minnesota ("EDA").

WHEREAS, EDA is the owner of the real property situated within Anoka County, Minnesota ("EDA's Property") as described herein as:
[Insert Description of Property] and;

WHEREAS, The Dental Office desires a temporary easement over and upon that portion of EDA's Property that is described herein as the Temporary Easement Area, for the purpose of the construction and use of a temporary access area to allow for the construction of the expansion of the existing Dental Office building; and

WHEREAS, the City of St. Francis approved the Dental Office's site plan for the construction of an expansion of the existing building on June 6, 2022; and

NOW THEREFORE, the EDA in consideration of the sum of One Dollar and 00/100ths ($1.00) and other good and valuable consideration paid by the Dental Office, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the Dental Office, its successors and assigns, the following:

A temporary non-exclusive easement for access and driveway purposes and all such purposes ancillary, incident, and related thereto ("Temporary Easement") under, over, across, through and upon that portion of EDA's Property as is described as "Access Easement" on Exhibit "A" attached hereto and incorporated herein by this reference ("Temporary Easement Area").

The Temporary Easement shall not be construed to allow Dental Office to erect any buildings, structures or facilities of a permanent nature on the EDA's Property other than the improvements within the Temporary Easement Area.

Dental Officer shall, at its own expense, restore any damage to EDA's Property which results from Dental Office's construction and use activities, to its original condition as existing before such construction, unless otherwise agreed in writing by the EDA.

The Temporary Easement shall commence on _____ _, 2023 and expire November 31, 2023, or such time as the Dental Office obtains a Certificate of Occupancy from the City of St. Francis for the construction expansion to the Dental Office Building.

The EDA reserves the right to use the Temporary Easement Area for all purposes which are not inconsistent with the rights herein conveyed, and nothing contained herein shall impair any right of EDA to use the Temporary Easement Area in any manner, so long as the same shall not permanently affect the enjoyment of the Temporary Easement Area by the Dental Office.

The rights of the Dental Office also include the right of Dental Office, its contractors, agents and assigns:

a. to enter upon the Temporary Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Easement; and

b. to maintain the Temporary Easement Area during the term of its existence; and

c. To remove from the Temporary Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the Temporary Easement and to deposit earthen material such as gravel or class 5 aggregate in and upon the Temporary Easement Area; and

d. To remove or otherwise dispose of all earth such as gravel or class 5 aggregate or other material excavated from the Temporary Construction Access Easement Area as the EDA may deem appropriate.

The Dental Office, its contractors, agents and assigns specifically agrees:

a. The Dental Office shall obtain a temporary parking exemption to City Code Section 10-72-02 from the City of St. Francis.

b. The Dental Office, its contractors, agents, and assigns will follow the hours for construction as listed in the St. Francis City Code.

Dental Office acknowledges that EDA has made no representation whatsoever to Dental Office concerning the condition of the Temporary Easement Area or the nature or extent of EDA's

ownership interest therein. Dental Office accepts all rights granted under this Agreement in an "AS IS, WHERE IS" and "WITH ALL FAULTS" condition, and subject to all limitations on EDA's rights, interests, and title to the Temporary Easement Area.

Dental Office represents that it has inspected the Temporary Easement Area and enters into this Agreement with knowledge of its condition. Dental Office shall determine the suitability of the Easement Area for Dental Office's intended use, including without limitation geotechnical, structural, environmental, and health or safety conditions. Dental Office acknowledges that this Agreement does not contain any implied warranties that Dental Office or Dental Office's contractors, agents or assigns can successfully use the area to perform Dental Office's work.

Restoration: Dental Office, at its sole cost and expense, shall promptly restore any damage to EDA's Property arising from or related to Dental Offices use of the Temporary Easement Area pursuant to this Agreement; or at EDA's option, Dental Office shall upon demand reimburse the EDA for any costs incurred by EDA in restoring such damage, or the EDA shall have the ability to draw upon the Letter of Credit listed below.

Promptly after completion of construction, Dental Office, at its sole cost and expense, shall: (a) remove all equipment and other property placed upon the Temporary Easement Area by Dental Office or its contractors or agents or assigns; and (b) remove all debris resulting there from; and (c) in coordination and consultation with the EDA, promptly restore the surface of the Temporary Easement Area to EDA's reasonable satisfaction. If Dental Office obligations in this Section are not completed within 30 days after the end of the Term, EDA shall have the right, but not the obligation, to perform them and Dental Office agrees to reimburse EDA for its costs incurred in doing so upon receipt of an invoice. Dental Office shall provide the EDA with a Letter of Credit in the amount of $10,000 prior to the commencement of work to ensure and enforce the terms of this Agreement. The EDA may draw the Letter of Credit upon after providing reasonable notice to the Dental Office for cause as outlined in this Agreement to ensure the performance of its terms.

Environmental: The Dental Office shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to the Temporary Easement Area or the EDA's Property prior to the date hereof.

The Dental Office shall indemnify, defend and hold EDA and its employees, agents and representatives harmless, from and against any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants to the extent the same result from the Dental Office and its contractors', agents' and assigns', entry upon the EDA's property and/or use of the Temporary Easement Area.

Indemnification: Except as may be caused by the negligent acts or omissions of EDA, its employees, agents or its representatives, City shall not be liable for any injury or damage to any person or property resulting from the Dental Office's and its contractors', agents' and assigns', exercise of the rights herein granted. The Dental Office agrees to indemnify, defend, and hold City,

its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the Dental Office's and its contractors', agents' and assigns', entry upon the City's property and/or use of the Temporary Easement Area, except to the extent caused by the negligence or willful misconduct of EDA or its employees, agents or representatives.

Nothing contained herein shall be deemed a waiver by the EDA of any governmental immunity defenses, statutory or otherwise.

Use of Temporary Easement Area: Dental Office or its contractors, agents, and assigns shall perform all construction in a good, safe, and workmanlike manner. Dental Office or its contractors, agents, and assigns shall comply with all applicable federal, state, and local laws, regulations, ordinances, rules, and requirements and all applicable City ordinances, policies, procedures, and rules in their use of the Temporary Easement Area.

Personal Property. All property of every kind and character which the Dental Office may keep or store in, at, upon, or about the Temporary Easement Area shall be kept and stored at the sole risk, cost, and expense of the Dental Office. The EDA shall not in any event be responsible or liable for any theft or damage to property stored by the Dental Office or its contractors, agents, and assigns. In addition, the EDA shall not be responsible or liable for the security of any property stored by the Dental Office or its contractors, agents, and assigns.

Security and Safety Requirements: Dental Office or its contractors, agents, and assigns, at its sole cost and expense, shall ensure security and safety of any equipment, vehicles, or items stored or operated in the Temporary Construction Easement. If deemed necessary for security purposes, the EDA may require additional security measures to be implemented on the property including, but not limited to, temporary fencing.

Liability Insurance. During the term of this Agreement, Dental Office shall procure and maintain continuously in effect (or shall cause the same to occur), the following policies of insurance of the kind and minimum amounts as are customarily maintained with respect to facilities and improvements similar to those located on the Temporary Easement Area, at commercially reasonable coverage levels, to be reviewed from time to time by the City: insurance against liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the use, occupancy, or condition of the Temporary Easement Area, or any part thereof, including insuring the indemnification obligations set forth above. Such insurance shall provide that the EDA is an additional insured.

General Insurance Requirement. All insurance required in this Agreement shall be placed with financially sound and reputable insurers licensed to transact business in the State of Minnesota. Dental Office shall, within a commercially reasonable time following the EDA's request therefor, furnish the EDA with copies of policies with minimum amount of $1,000,000.00 per occurrence, $2,000,000.00 in annual aggregate, evidencing all such insurance or a certificate or certificates of the respective insurers stating that such insurance is in force and effect. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. Each policy of insurance herein required

shall contain a provision that the insurer shall not cancel it without giving written notice to the EDA at least 30 days before the cancellation becomes effective. The insurance coverage herein required may be provided by a blanket insurance policy or policies.

This Easement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. This Easement shall not be recorded, but an executed copy shall be kept at the EDA's offices.

Default: If at any time Dental Office or Dental Office 's contractors, agents or assigns fail to perform its obligations under this Agreement, EDA, in its sole discretion, may, upon not less than 10 days written notice to Dental Office (or immediately in the event of any danger or potential danger to human health or the environment): (i) seek specific performance of the unperformed obligations; (ii) perform Dental Office 's obligations and charge Dental Office for its costs reasonably incurred in doing so; or (iii) terminate the Agreement and remove Dental Office from the Temporary Easement Area. Grantee shall promptly reimburse EDA for EDA's uses incurred in performing Dental Office's obligations and/or removing Dental Office from the Temporary Easement Area within ten (10) days after receiving an invoice therefor. EDA's remedies set forth in this Section shall be in addition to, and not in limitation of, any other remedies that EDA may have at law or in equity.

Reservation of Rights: EDA reserves the right to occupy and use the Temporary Easement Area to inspect Dental Office's use thereof and in any manner that is not inconsistent with any rights granted herein.

Dental Office shall be responsible for the costs of preparing this Agreement.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date first written above.

OWNERS:

St. Francis Dental Office

Date_____ By: _____

Property Owner

STATE OF MINNESOTA)

) ss.

COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, St. Francis Dental, owner.

_____

Notary Public

CITY:

St. Francis EDA

Date_____ By: _____

Its Chair

Date_____ By: _____

Its Executive Director

STATE OF MINNESOTA)

) ss.

COUNTY OF ANOKA)

The foregoing instrument was acknowledge before me this _____ day of _____, 2023, by _____, the Chair and _____ _____, the Executive Director of the St. Francis EDA, a public body corporate and politic and a political subdivision of the state in Minnesota, on behalf of said entity.

_____

Notary Public

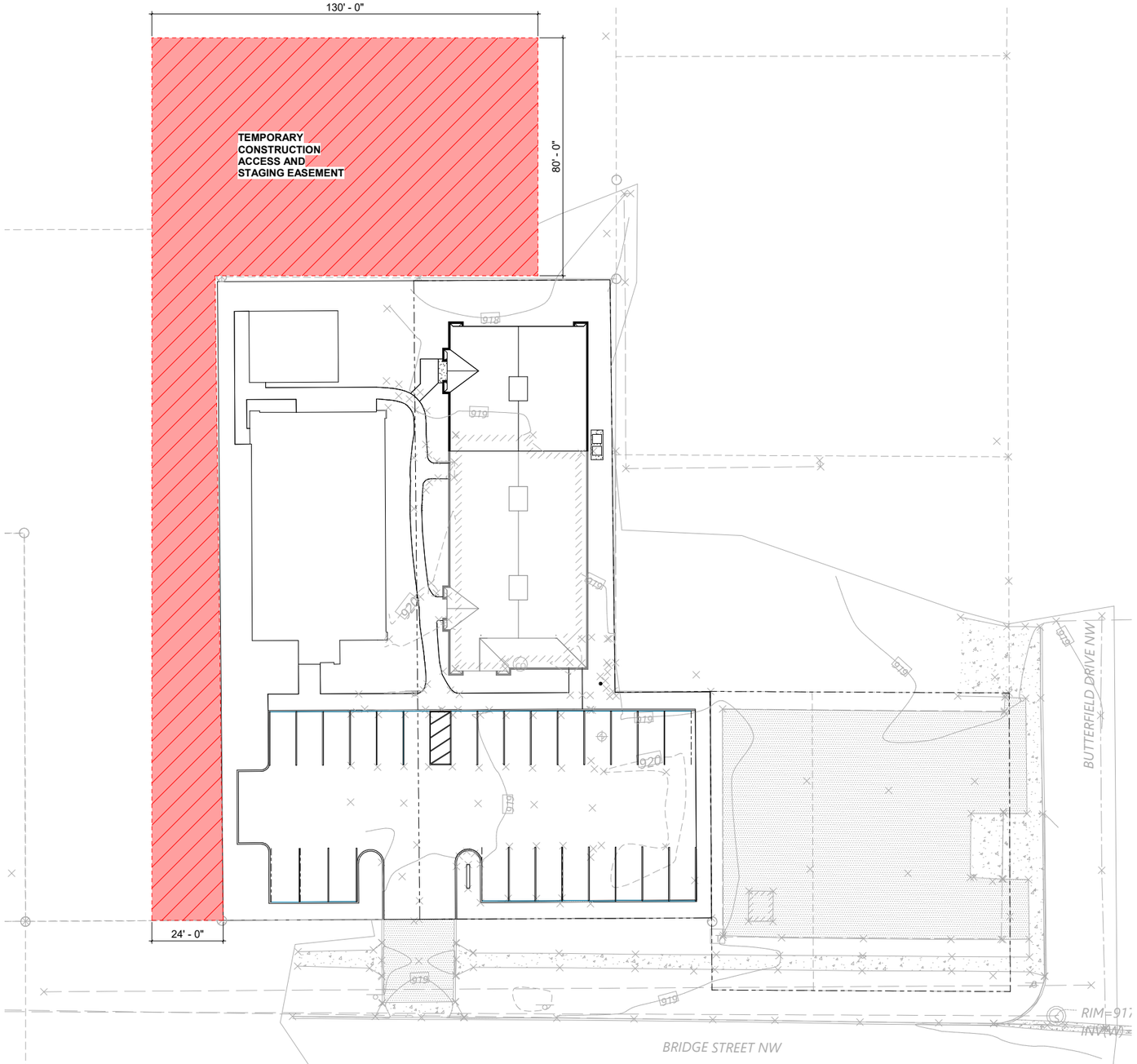
THIS INSTRUMENT WAS DRAFTED BY:

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

EXHIBIT A

Map Denoting Temporary Construction Easement Area

See attached.



ST FRANCIS DENTAL
3715 Bridge Street
07-22-2022

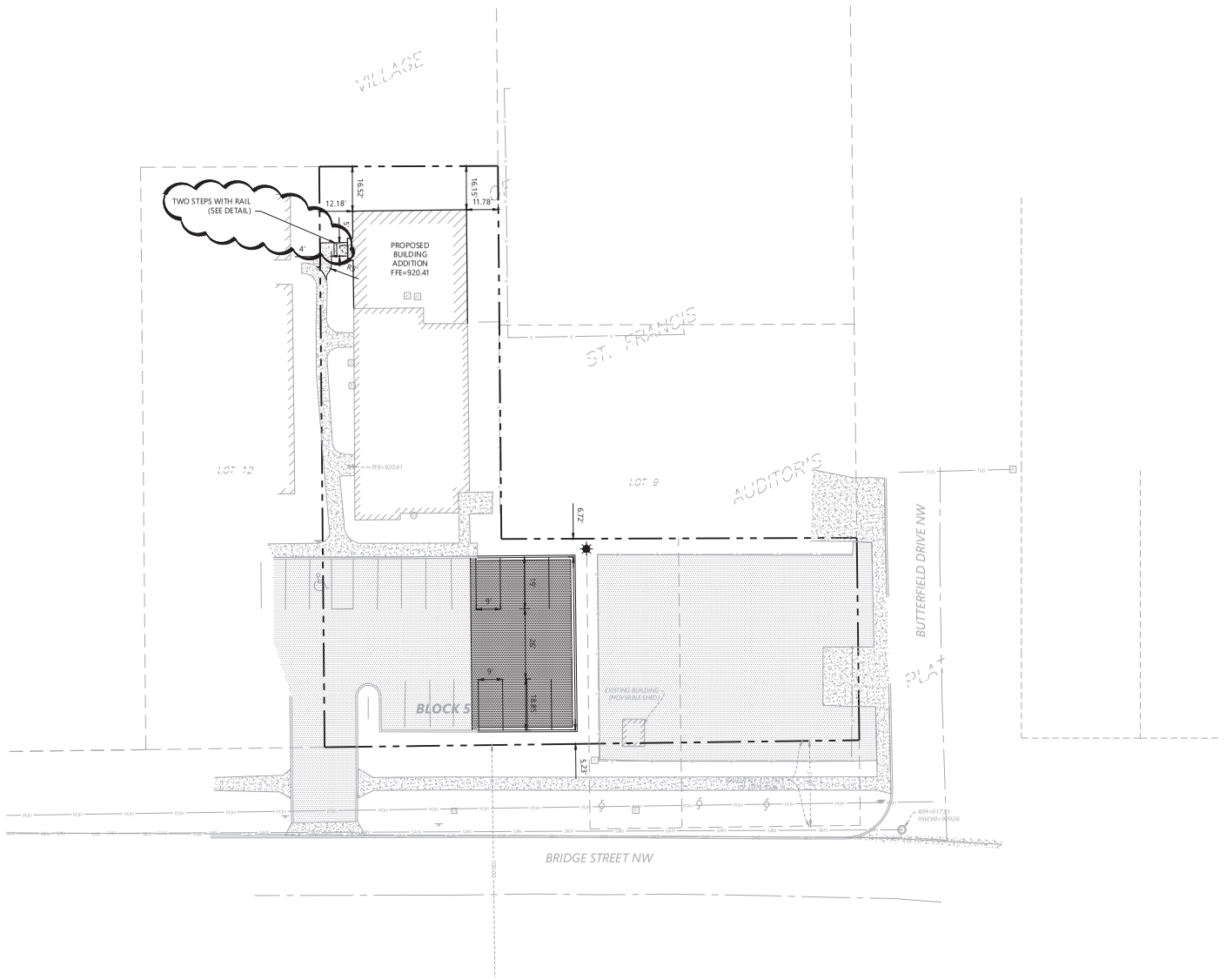
SRa
ARCHITECTURE + INT

EXHIBIT B

Site Plan Approval

See attached.

© 2022 Westwood Professional Services, Inc.



Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

SITE LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		LOT LINE
		SETBACK LINE
		EASEMENT LINE
		CURB AND GUTTER
		TIP-OUT CURB AND GUTTER
		POND NORMAL WATER LEVEL
		RETAINING WALL
		FENCE
		CONCRETE PAVEMENT
		CONCRETE SIDEWALK
		HEAVY DUTY BITUMINOUS PAVEMENT
		NORMAL DUTY BITUMINOUS PAVEMENT
		NUMBER OF PARKING STALLS
		TRANSFORMER
		SITE LIGHTING
		TRAFFIC SIGN
		POWER POLE
		BOLLARD / POST

GENERAL SITE NOTES

1. BACKGROUND INFORMATION FOR THIS PROJECT PROVIDED BY WESTWOOD PROFESSIONAL SERVICES, INC, MINNETONKA, MN. ON 02/16/22.
2. LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. IF ANY DISCREPANCIES ARE FOUND, THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY.
3. REFER TO BOUNDARY SURVEY FOR LOT BEARINGS, DIMENSIONS AND AREAS.
4. ALL DIMENSIONS ARE TO FACE OF CURB OR EXTERIOR FACE OF BUILDING UNLESS OTHERWISE NOTED.
5. REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF EXITS, RAMPS, AND TRUCK DOCKS.
6. ALL CURB RADII ARE SHALL BE 3.0 FEET (TO FACE OF CURB) UNLESS OTHERWISE NOTED.
7. ALL CURB AND GUTTER SHALL BE ***B612*** UNLESS OTHERWISE NOTED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGGERS AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE CITY AND ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
9. BITUMINOUS PAVEMENT AND CONCRETE SECTIONS TO BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
10. CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
11. SITE LIGHTING SHOWN ON PLAN IS FOR REFERENCE ONLY. REFER TO LIGHTING PLAN PREPARED BY OTHERS FOR SITE LIGHTING DETAILS AND PHOTOMETRICS.

0' 20' 40' 60'

PRELIMINARY

I:\WESTWOOD\PS.LOCAL\GIFS\GLOBAL PROJECTS\0035919.00\DWG\CIVIL\0035919.00SP01.DWG

ST. FRANCIS DENTAL CARE

DESIGNED: BCW
CHECKED: BCW
DRAWN: JN
HORIZONTAL SCALE: 20'
VERTICAL SCALE:

INITIAL ISSUE: 04/20/22
REVISIONS:
1 05/03/22 CITY COMMENTS
2 09/15/22 PARKING LOT EXTENSION
3 03/07/23 CITY COMMENTS
4 03/24/23 ADDENDUM #1
5

PREPARED FOR:
KURTIS S. HUETHER
3715 BRIDGE STEET NW
ST. FRANCIS, MN 55070

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA
BRAD C. WILKENING
DATE: 03/24/23 LICENSE NO. 26908

ST. FRANCIS DENTAL CARE
ST. FRANCIS, MN

Westwood
Phone (320) 253-9495 1900 Medical Arts Ave S, Suite 100
Fax (320) 358-2001 Sartell, MN 56377
Toll Free (800) 270-9495 westwoodps.com
Westwood Professional Services, Inc.

SITE PLAN

PROJECT NUMBER: 0035919.00

SHEET NUM 2
DATE: 03

Agenda Item # 9E.

CITY COUNCIL AGENDA REPORT

TO: St. Francis City Council

FROM: Beth Richmond, Planner and Colette Baumgardner, Community Development Director

SUBJECT: Meadows of St. Francis 4th Addition – Minor Subdivision and Site Improvement Performance Agreement

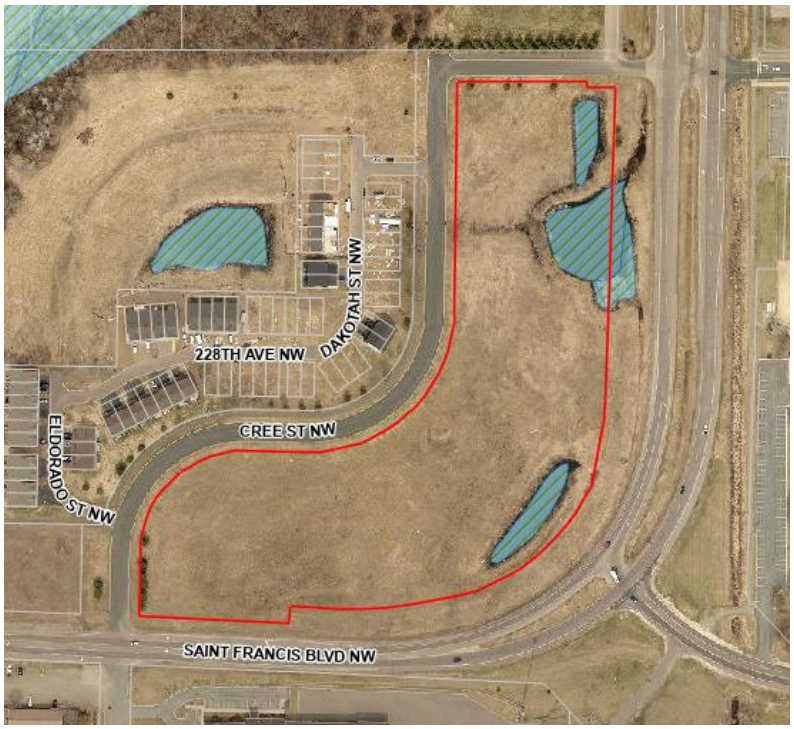
DATE: May 15, 2023

APPLICANT: DGOGStFrancismn07072021, LLC (Jacob Stauffer)

OVERVIEW:

On July 18, 2022, the City Council reviewed and approved a minor subdivision to create four total lots within the existing 10.66-acre lot bounded by Hwy 47, Cree St, and 229th Ave NW. Prior to the approval of this minor subdivision, an earlier subdivision had been approved on May 2, 2022 for this property which would split the land into two lots. A site plan for a 10,640 SF retail store was approved for the northernmost lot in conjunction with the first subdivision approval.

The applicant has been working with staff to fulfill all conditions of the current minor subdivision approval. The subdivision has not been recorded with Anoka County at this time.



On May 1, 2023, the applicant submitted an application for a revised minor subdivision. The revised subdivision request includes the creation of two total lots within the 10.66-acre parcel. The northern lot is proposed to be 2.13 acres while the southern lot will be 8.53 acres. This

subdivision request is very similar to the original subdivision request that was approved for this site in May 2, 2022. The site plan for the retail store will remain unchanged.

SUBDIVISION UPDATE

Both proposed lots meet lot area and width requirements for the B-2 zoning district and have adequate lot frontage.

The existing easements that were created as part of the Meadows of St. Francis 1st Addition will remain. All other necessary drainage and utility easements will be placed around each new lot as required by Code. Site plan review and approval will be required for Block 1 Lot 2 prior to any construction or development.

This request will be processed as a minor subdivision as it will create one additional lot meeting Code requirements from an existing, platted lot. The subdivision documents that will be used to process this request include a preliminary and final plat for the 4th Addition of the Meadows of St. Francis development.

AGREEMENT

One of the conditions of approval for the subdivision is to enter into a Site Improvement Performance Agreement with the City. During the subdivision revisions, the applicant has worked with Staff, including the City Attorney, to update the terms of the agreement. The draft agreement is attached for Council's review.

ACTION TO BE CONSIDERED:

Staff recommends approval of the revised minor subdivision for the 4th Addition of the Meadows of St. Francis development. A draft approval resolution has been prepared and is attached for your consideration. Council action is requested on these items.

Suggested Motion

1. Move to approve Resolution 2023-24 approving the minor subdivision for the Meadows of St. Francis 4th Addition with conditions and findings of fact as presented by Staff.
2. Move to approve the Site Improvement Performance Agreement for Lot 1, Block 1, Meadows of St. Francis 4th Addition

ATTACHMENTS:

- Draft Approval Documents
  - Resolution 2023-24 – Minor Subdivision
- Applicant Submittals
  - Revised Preliminary Plat
  - Revised Final Plat
- Site Improvement Performance Agreement for Lot 1, Block 1, Meadows of St. Francis 4th Addition

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

RESOLUTION 2023-24

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

WHEREAS, the applicant, Jacob Stauffer of DGOGStFrancismn07072021 LLC, has requested a minor subdivision for the 4th Addition of the Meadows of St. Francis development; and

WHEREAS, the property is legally described as:

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

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

WHEREAS, the property was the subject of a minor subdivision approval granted by Resolution 2022-23 adopted on May 2, 2022; and

WHEREAS, Resolution 2022-23 was never recorded and was instead repealed and replaced by Resolution 2022-37 on July 17, 2022;

WHEREAS, Resolution 2022-37 was never recorded; and

WHEREAS, the applicant is requesting to subdivide the existing platted lot to create one additional lot as shown on the preliminary and final plat documents dated May 1, 2023; and

WHEREAS, the City of St. Francis has determined that this Resolution will repeal and replace Resolution 2022-37; and

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

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

WHEREAS, the City Council of the City of St. Francis, on May 15, 2023, considered the requested subdivision and how it might affect public health, safety, or welfare and found that the project will not negatively impact the public health, safety, or welfare.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Francis hereby repeals and replaces all prior resolutions pertaining to a minor subdivision on this site

including Resolutions 2022-23 and 2022-37 and approves the requested minor subdivision based on the following findings of fact:

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

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

1. The site plan performance agreement for the northernmost lot (Lot 1) shall be updated and approved by the City.
2. Park dedication requirements shall be resolved in accordance with City standards.
3. Reference monuments shall be placed in the subdivision as required by state law.
4. The applicant is responsible for all fees related to the review of this application.
5. All fees and financial obligations shall be received by the City prior to the releasing of the subdivision documents for recording.
6. The applicant shall record the subdivision documents with Anoka County no later than July 17, 2023. A signed copy verifying County recording shall be provided to the City.

Approved and adopted by the City Council of the City of St. Francis on the 15th day of May, 2023.

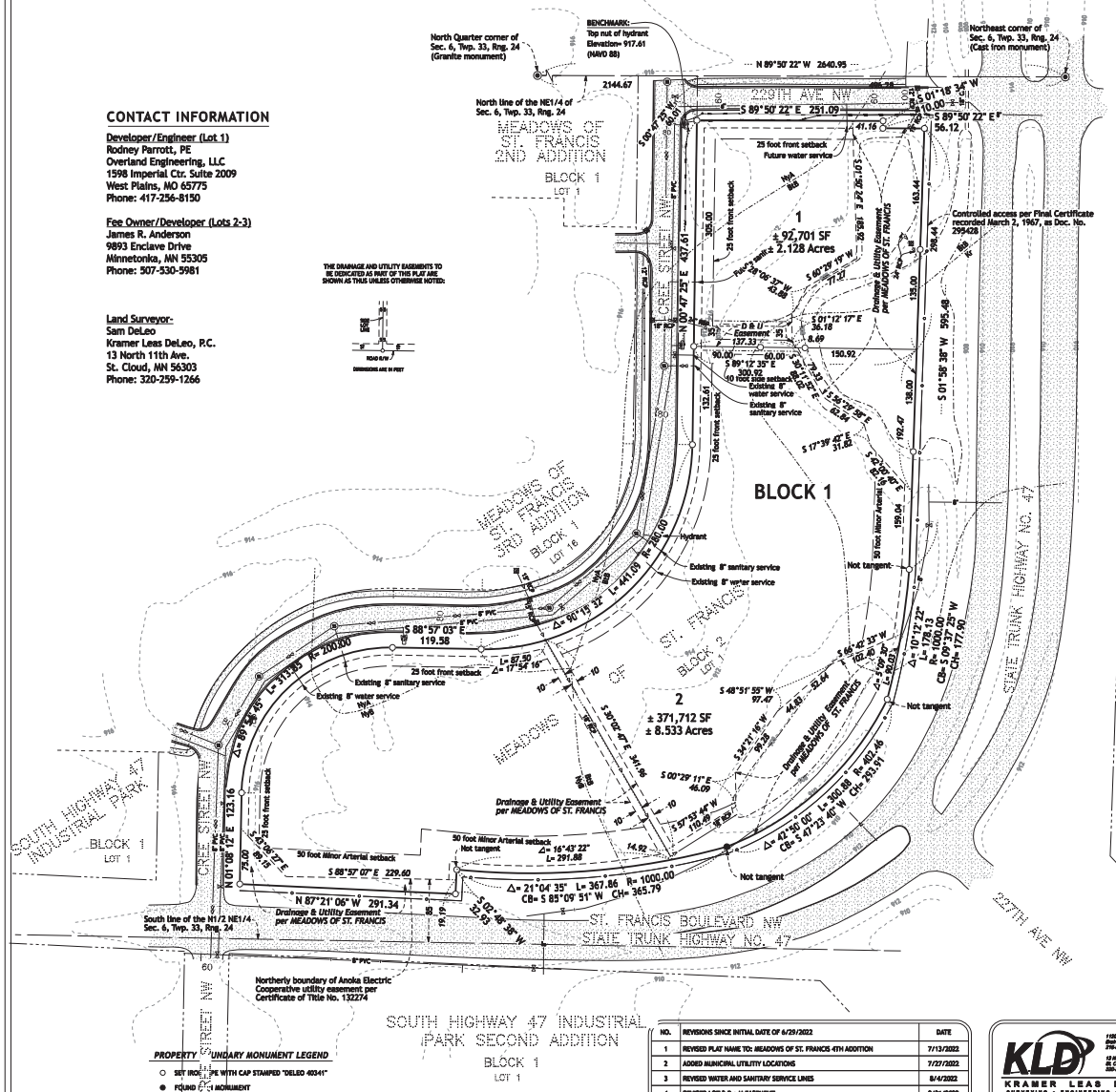
_____
Steven D. Feldman, Mayor

_____ _____
Attest: Jennifer Wida, City Clerk Dated

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

MEADOWS OF ST. FRANCIS 4TH ADDITION

CITY OF ST. FRANCIS
COUNTY OF ANOKA
SEC. 06, TWP. 33, RNG. 24



CONTACT INFORMATION

Developer/Engineer (Lot 1)
Rodney Parrott, PE
Overland Engineering, LLC
1598 Imperial Ctr. Suite 2009
West Plains, MO 65775
Phone: 417-256-8150

Fee Owner/Developer (Lots 2-3)
James R. Anderson
9893 Enclave Drive
Minnetonka, MN 55305
Phone: 507-530-5981

Land Surveyor-
Sam DeLeo
Kramer Leas DeLeo, P.C.
13 North 11th Ave.
St. Cloud, MN 56303
Phone: 320-259-1266

THE DRAINAGE AND UTILITY EASEMENTS TO BE DEDICATED AS PART OF THIS PLAT ARE SHOWN AS THUS UNLESS OTHERWISE NOTED:

MAPPING LEGEND

STORM SEWER MANHOLE
SANITARY SEWER MANHOLE
CATCH BASIN
CULVERT APRON
WELL
HYDRANT
WATER VALVE
UTILITY HANDHOLE
LIGHT POLE
UTILITY POLE
UTILITY POLE ANCHOR
UTILITY PEDESTAL
UTILITY METER
TANK (AS SPECIFIED)
SEWER CLEANOUT
LIFT STATION
TREE (DECIDUOUS)
TREE (EVERGREEN)
SOIL BORING — SB#
SURFACE DRAINAGE ARROW
BURIED ELECTRIC LINE — P-BUR
BURIED TELEPHONE LINE — T-BUR
BURIED FIBER OPTIC LINE — T/O -BUR
BURIED GAS LINE — G
OVERHEAD POWER LINE — OHP
WATER LINE — W
STORM SEWER PIPE — SP
SANITARY SEWER PIPE — SS
CONC. CURB & GUTTER
PROPERTY LINE
CONTROLLED ACCESS — C
CHAINLINK FENCE — XC
WOOD FENCE
BARB WIRE FENCE — X
WOVEN WIRE FENCE — XX
TREELINE
WETLAND
EXISTING CONTOURS — 1091
BUILDING SETBACK — BSB
SOILS TYPE BOUNDARY — D67A / D67B
CONCRETE
BITUMINOUS
GRAVEL

0 80 160
SCALE IN FEET
1 INCH = 80 FEET

ORIENTATION OF THIS BEARING SYSTEM ASSUMES THAT THE NORTH LINE OF THE NORTHEAST QUARTER OF SEC. 6, TWP. 33, RNG. 24 BEARS NORTH 89°50' 22" WEST

LEGAL DESCRIPTION

Lot 1, Block 2, MEADOWS OF ST. FRANCIS, Anoka County, Minnesota.
Existing Property Site Address: 10524 Hanson Blvd. NW

PROJECT INFORMATION

Current Zoning = General Business District, B-2

Part of currrent County Tax Parcel ID = 06-33-24-11-0070

BUILDING SETBACKS

General Business District, B-2

Principal Structures:
50 feet from street R.O.W. (Collector/arterial street)
25 feet from street R.O.W. (Local street)
10 feet from interior side yard lines
20 feet from corner side yard line
25 feet from rear yard lines

Max impervious surfaces: 80%

Topographic features shown hereon are from a field survey completed on 04/27/2022 and Anoka County aerial mapping.

Access to Lots 1-4 will be provided via new driveways to Cree Street NW.

The purpose of this subdivision is to split one existing parcel into four parcels.

PLAT AREAS (+/-)

Entire Plat = 10.66 Acres

Block 1
Lot 1= 2.13 Acres

Lot 2= 8.53 Acres

SOILS DATA

The USDA Soil Survey soil types indicated for this area are shown on the plat and described as follows:

BtB Braham loamy fine sand, 2 to 6 percent slopes
Kr Kratka loamy fine sand
NyA Nymore loamy sand, 0 to 2 percent slopes
NyB Nymore loamy sand, 2 to 6 percent slopes

PROPERTY BOUNDARY MONUMENT LEGEND

SET IRON PIPE WITH CAP STAMPED "DELEO 40341"
FOUND IRON MONUMENT
GOVERNMENT SECTION CORNER MONUMENT

NO.	REVISIONS SINCE INITIAL DATE OF 6/29/2022	DATE
1	REVISED PLAT NAME TO: MEADOWS OF ST. FRANCIS 4TH ADDITION	7/13/2022
2	ADDED MUNICIPAL UTILITY LOCATIONS	7/27/2022
3	REVISED WATER AND SANITARY SERVICE LINES	8/4/2022
4	REVISED LOT 3 D + U EASEMENT	8/31/2022
5	REVISED LOTS 2 & 3	10/26/2022
6	REVISED TO CREATE A 2 LOT PLAT (LOTS 2-4 ARE NOW LOT 2)	5/01/2023

KLD
1 100 Industrial Park Road Brainerd, MN 56401 218-829-4352
13 North 11th Avenue St. Cloud, MN 56303 320-259-1266
KRAMER LEAS DELEO
SURVEYING • ENGINEERING • PLANNING
BRAINERD ST. CLOUD

I HEREBY CERTIFY THAT THIS PLAN, SURVEY, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

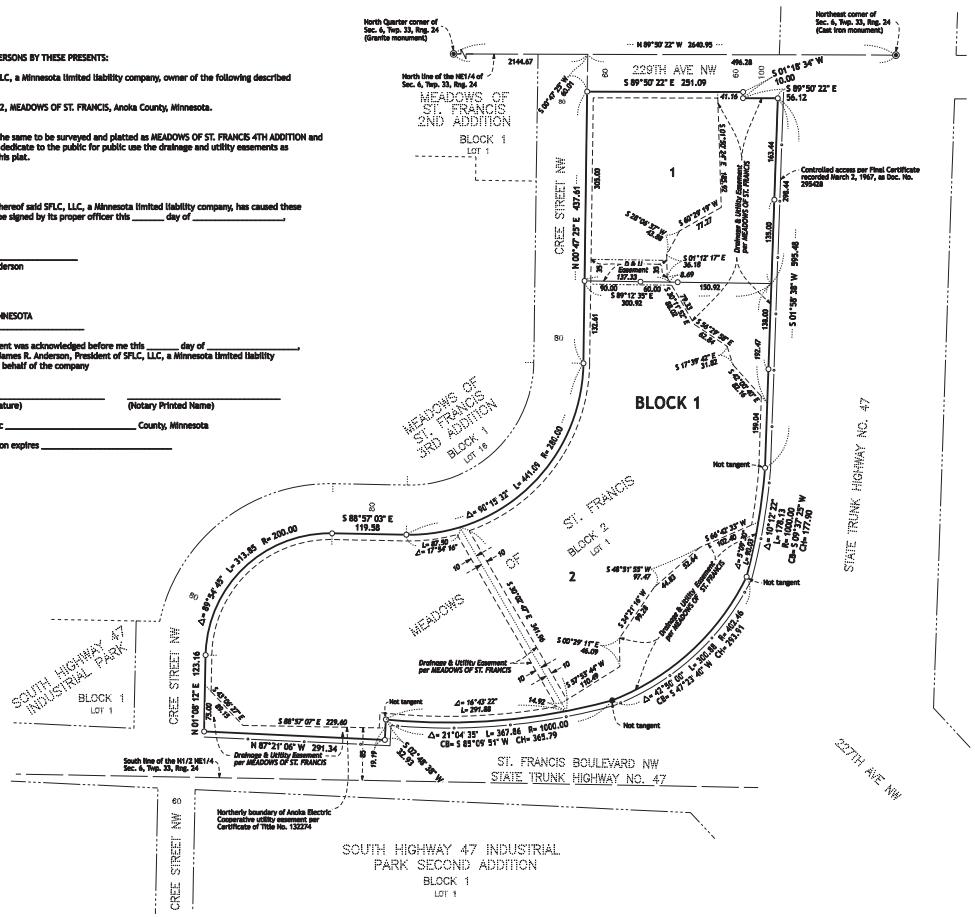
Signature: Samuel J. DeLeo — 5/01/2023
Samuel J. DeLeo, MN License No. 40341 — Date

PROJECT NO. OVERG2105

Preliminary Plat of
MEADOWS OF ST. FRANCIS 4TH ADDITIO
For PID: 06-33-24-11-0070
City of St. Francis, County of Anoka, State of Minnesota
Located in Section 6, Township 33 North, Range 24 West

MEADOWS OF ST. FRANCIS 4TH ADDITION

CITY OF ST. FRANCIS
COUNTY OF ANOKA
SEC. 06, TWP. 33, RNG. 24



KNOW ALL PERSONS BY THESE PRESENTS:

That SFLC, LLC, a Minnesota limited liability company, owner of the following described property:

Lot 1, Block 2, MEADOWS OF ST. FRANCIS, Anoka County, Minnesota.

Has caused the same to be surveyed and platted as MEADOWS OF ST. FRANCIS 4TH ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

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

_____
James R. Anderson
President

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20_____ by James R. Anderson, President of SFLC, LLC, a Minnesota limited liability company, on behalf of the company

_____ _____
(Notary Signature) (Notary Printed Name)

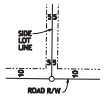
Notary Public _____ County, Minnesota

My commission expires _____

ORIENTATION OF THIS BEARING SYSTEM ASSUMES THAT THE NORTH LINE OF THE NORTHEAST QUARTER OF SEC. 6, TWP. 33, RNG. 24 BEARS NORTH 89°50' 22" WEST

0 100 200
SCALE IN FEET
1 INCH = 100 FEET

THE DRAINAGE AND UTILITY EASEMENTS TO BE DEDICATED AS PART OF THIS PLAT ARE SHOWN AS THUS UNLESS OTHERWISE NOTED:
(NOT TO SCALE)



PROPERTY BOUNDARY MONUMENT LEGEND

- ○ SET 1/2-INCH DIAMETER IRON PIPE WITH CAP STAMPED "DELEO 40341"
- ● FOUND 1/2-INCH DIAMETER IRON PIPE WITH CAP "RLS 9064"
- ◉ GOVERNMENT SECTION CORNER MONUMENT

SURVEYOR'S CERTIFICATION

I Samuel J. DeLeo do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

_____
Samuel J. DeLeo, Licensed Land Surveyor
Minnesota License Number 40341

STATE OF MINNESOTA
COUNTY OF STEARNS

This instrument was acknowledged before me on this _____ day of _____, 20_____ by Samuel J. DeLeo.

_____
Sidney Theis
Notary Public Stearns County, Minnesota
My commission expires _____

City Council, City of St. Francis, Minnesota

This plat of MEADOWS OF ST. FRANCIS 4TH ADDITION was approved and accepted by the City Council of the City of St. Francis, Minnesota at a regular meeting thereof held this _____ day of _____, 20_____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of St. Francis, Minnesota

By: _____, Mayor By: _____, Clerk

County Surveyor

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

By: _____
David M. Ziegimeier
Anoka County Surveyor

County Auditor/Treasurer

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

_____ Property Tax Administrator

By _____, Deputy

County Recorder/Registrar of Titles
County of Anoka, State of Minnesota

I hereby certify that this plat of MEADOWS OF ST. FRANCIS 4TH ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this _____day of _____, 20____, at _____ o'clock ___.M. and was duly recorded as Document Number _____.

_____ County Recorder/Registrar of Titles

By _____, Deputy

KLD
KRAMER LEAS DELEO
SURVEYING • ENGINEERING • PLANNING
BRAINERD ST. CLOUD

SITE IMPROVEMENT PERFORMANCE AGREEMENT
LOT 1, BLOCK 1, MEADOWS OF ST. FRANCIS 4th ADDITION

THIS AGREEMENT, entered into this _____ day of May, 2023 by and between the CITY OF ST. FRANCIS, a Minnesota municipal corporation ("City") and DGOGSaintfrancismn07072021, LLC, a Missouri limited liability company ("Developer").

RECITALS

WHEREAS, the City Council approved the final plat MEADOWS OF ST. FRANCIS 4TH ADDITION on May 15, 2023, subject to conditions;

WHEREAS, Developer has proposed construction of a retail store to be constructed on the following described property:

Lot 1, Block 1, Meadows of St. Francis 4th Addition according to Plat in Exhibit A to be recorded at the Office of the County Recorder, Anoka County, Minnesota; and

WHEREAS, the Developer is the fee owner the parcel of land described as Lot 1, Block 1, Meadows of St. Francis 4th Addition (the Subject Property) which lot measures approximately 2.13 acres; and

WHEREAS, this Agreement is for Lot 1, Block 1 of the Meadows of St. Francis 4th Addition exclusively and the development fees and improvements for the remaining land of the Meadows of St. Francis 4th Addition shall be agreed upon at the time of their development; and

WHEREAS, the building and improvements on the Subject Property shall be constructed, maintained and operated in accordance with the site plan; and

NOW THEREFORE, in consideration of the promises and mutual promises hereinafter contained, it is agreed between the parties as follows:

1. Development Plans. The retail store shall be developed on the Subject Property in accordance with the site plans as referenced in Exhibit B dated September 14, 2022 and

on file and of record at City and herein fully incorporated herein by reference and the conditions stated below (hereinafter the "Development Plans"). If the Development Plans vary from the written terms of this Agreement, the Building Development Plans shall control.

2. Right to Proceed. Unless a written exemption is provided by the City to Developer, within the Property, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this Contract has been fully executed by both parties and filed with the City Clerk; 2) the Developer has submitted a title insurance policy to the City establishing that good and marketable title to the Property is in the name of the Developer; 3) Developer has obtained all necessary permits from all federal, state and local governmental entities; 4) Developer has submitted to City the Insurance Binder required herein; and 5) the City's administrator or community development director has issued a letter that conditions 1 through 4 herein have been satisfied and that the Developer shall proceed.

3. Municipal Improvements. The Development Plans include certain Municipal Improvements as set forth on the attached Exhibit B.

The Municipal Improvements shall be installed in accordance with City standards, ordinances, and plans and specifications which have been prepared by an Engineer registered in the State of Minnesota and reviewed and approved by the City Engineer. The Developer shall obtain all necessary permits from the Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health, Anoka County Highway Department, Minnesota Department of Transportation (MnDOT), and any other applicable agencies before proceeding with construction.

4. Private Improvements. The Developer agrees that it shall cause to be constructed and installed certain private improvements ("Private Improvements") on the Subject Property. All Private Improvements are to be installed at Developer's sole cost and expense pursuant to this Agreement and the private improvements to the Subject Property shall include those improvements shown on the Development Plans.

Developer shall construct such Private Improvements in accordance with all applicable building codes, ordinances and City standards and the Development Plans furnished to the City and approved by the City Engineer. The Developer shall obtain all necessary permits before construction of the Building. City shall provide adequate field inspection personnel to assure acceptable quality control, which will allow certification of the construction work.

Within thirty (30) days after the completion of Building and before any security is released, the Developer shall supply the City with a complete set of reproducible "as built" plans which shall be provided in electronic AutoCAD files to the City Engineer. The cost of preparing these plans shall be paid for by the Developer.

5. Encroachment Agreement Regarding Private Improvements on City Property. The Developer and City acknowledge that a portion of the Development Plans will encroach on existing City property. The City hereby approves an encroachment on and over the City's Property by the Developer for the purposes of constructing, maintaining, using and operating the Private Improvements (the "Encroachment") subject to the terms of the Encroachment Agreement executed between the City and the Developer as listed in Exhibit C.

6. Grading, Landscaping and Drainage. The Developer shall be responsible for grading, landscaping and storm water management on the Subject Property as more fully set forth in this Agreement.

   a. Landscaping. Developer shall maintain the sod and landscape of boulevard areas adjacent to the Subject Property as shown in the Development Plans through at least one growing season and to the satisfaction of City. The long-term maintenance of sod and landscaping of boulevard areas shall be the responsibility of Developer. Further, Developer shall be responsible for mowing, elimination of weeds and removal of any garbage or debris on the Subject Property. Developer shall also comply with the approved Landscaping Plan and conditions of the approved Development Plans.

7. Improvements. In developing the Property in accordance with the Development Plans, the Developer shall make and pay for the following public and private improvements (collectively, the "Improvements"):

   a. lot grading and all temporary and permanent erosion control measures; storm sewer and infiltration basin;
   b. sanitary sewer service and water service;
   c. parking lot, including curb and gutter;
   d. City street patching;
   e. surveying and staking;
   f. setting of the lot and block monuments;
   g. landscaping; and
   h. parking lot lighting.

8. Time of Performance. The Developer shall install all public and private Improvements for the development by December 31, 2023.

9. Easement; Right of Entry. The Developer hereby grants to the City, its agents, representatives, employees, officers, and contractors, a right of entry to access all areas of the Property to perform any and all work and inspections necessary or deemed appropriate by the City during the installation of Improvements, or to take any corrective actions deemed necessary by the City. The right of entry hereby conveyed by the Developer to the City shall continue until the City accepts all of the Improvements. The

City will provide the Developer with reasonable notice prior to exercising its rights hereunder, except in the case of an emergency.

10. Erosion Control. The erosion control plan for the Subject Property within the Development Plans has been reviewed and approved by City and shall be implemented by Developer prior to grading of the Subject Property. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after completion of work in that area. If Developer does not comply with the erosion control plan and schedule or any erosion control requirements, City may, with reasonable notice, take action as it deems appropriate in accordance with all applicable laws, ordinances or regulations or according to this Agreement.

    a. The erosion control measures specified in the Plans shall be binding on the Developer and its successors and assigns.

11. Grading Plan.

    a. Grading on the Property shall be in accordance with the approved grading and erosion control Plans and in conformance with the City's specifications. Within thirty (30) days after completion of grading, the Developer shall provide the City with an "as constructed" grading Plan including certification by a registered land surveyor or engineer that all grading has been performed and completed in accordance with the Plans.

    b. Grading shall be completed by September 30, 2023. Upon completion of grading, the City Engineer shall inspect the Property and determine whether grading has been performed in accordance with the Grading Plan.

12. Hours of Construction; Noise and Dust Control. The Developer shall limit grading and construction of Improvements within the Subdivision to between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday and 8:00 a.m. and 5:00 p.m. on Saturday. All other construction activities shall take place only during the hours permitted by the City Code. The Developer shall provide dust control to the satisfaction of the city engineer/staff through all construction within the Property and shall exercise due diligence with regard to the activities of third parties not under the Developer's control.

13. Pre-Construction Activity. Developer shall schedule a pre-construction meeting with City to review the proposed schedule for grading and construction of the building and related improvements as set forth on the Development Plans, and to coordinate the schedule with the City Engineer.

14. Ownership of Improvements. Upon completion of the work and construction required by this Agreement, improvements lying within public easements on the Subject Property shall become City property without further notice or action, except that those streets, which will be maintained as private drives (if applicable) shall remain under Developer's ownership subject to any and all necessary easements.

The Developer and its successor or assigns as fee owner of the Property shall be responsible for maintaining the Storm water Improvements and for observing all drainage laws governing the operation and maintenance of the Storm water Improvements. The Developer shall complete inspections of the Storm water Improvements at least once annually and shall keep record of all inspections and maintenance activities, and submit such records to the City upon request. Maintenance activities shall include but will not be limited to: street sweeping (to prevent the sediment from clogging the underground storm water conveyance system), removal of sediment from the underground storm water conveyance system, and cleaning of storm sewer lines. The Developer acknowledges that the storm water improvements associated with this project includes an infiltration basin. If, at any time, the treatment capacity or storage volume of the infiltration basin diminishes or is significantly reduced, or if the infiltration basin does not infiltrate the stormwater water quality volume (as defined by the Minnesota Pollution Control Agency) within the required timeframe (48 hours) after a rain event, the Developer will reconstruct the infiltration basin as necessary. The cost of all inspections and maintenance shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property.

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

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

City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

17. Clean Up. Developer shall promptly clean any and all dirt and debris from streets resulting from construction work by Developer, its agents or assigns during the work and construction required by this Agreement.

18. Administrative Fee. None.

19. Park and Trail Dedication. Park and Trail dedication requirements for this project are as follows: $2,500.

20. Storm Water Fees, and Storm Water Basin. No Storm Water Fees are applicable to the Subject Property. Developer shall manage the storm water on the site in accordance with the Development Plans.

21. Sewer Availability Charges. The Sewer Availability Charges for the Subject Property are as follows: $5,494.60 = $4,150 x 1.324 net acres.

22. Sewer Connection Fees. Sanitary sewer connection fees are paid at the time of issuance of a building permit. The sewer connection fees shall be determined at the time that building plans are submitted and reviewed by City.

23. Water Availability Charges. The Water Availability Charges for the Subject Property are as follows: $3,913.74 = $2,956 x 1.324 net acres.

24. Water Connection Fees. Water connection fees are paid at the time of issuance of a building permit. The water connection charges shall be determined at the time that building plans are submitted and reviewed by City.

25. Street and Traffic Control Sign Fees. Not applicable. The Developer shall install all internal traffic control signs.

26. City Engineering, Engineering Administration, Construction Observation, and Legal Fee Escrow and City Fees.

Developer shall pay escrow for the City's engineering, engineering administration and construction observation services, prior to recording of the plat, in the estimated amount set forth below. City engineering administration will include consultation with Developer and its engineer on status or problems regarding the Project, monitoring during the warranty period, general administration and processing of requests for reduction in security. Fees for this service shall be the actual amount billed for those service. Developer shall pay for construction observation performed by the City Engineer. Construction observation shall include part or full time observation, as determined by the City Engineer, and will be billed at hourly rates actually required for said inspection. In the event of prolonged construction or unusual problems, City will

notify Developer of anticipated cost overruns for engineering administration and observation services.

The Escrow account shall include estimated escrow for City Engineering, Engineering Administration and Construction Observation limited to the Municipal Improvements, as follows:

ESCROW

City Construction Administration and Observation Escrow: $10,000.00
(actual billings to be paid)

TOTAL **$10,000.00**

These Escrow amounts shall be submitted to City prior to City executing this Agreement and the recording of the plat. Any Escrow amounts not utilized for legal and engineering charges incurred by the City under this Agreement shall be returned to Developer when all improvements have been completed, all financial obligations to City satisfied, and all required "as-built" plans have been received by City.

Engineering, planning and legal fees incurred prior to the execution of this Agreement shall be deducted from escrow already submitted with the site plan application or charged against the escrow herein established.

All other amounts listed as one-time fees are non-refundable and available immediately for City use when posted.

27. Security. To ensure compliance with the terms of this Agreement, and construction of all Municipal Improvements, Developer shall furnish City with a cash escrow or Irrevocable Standby Letter of Credit in the amount of $135,000.00 said amount calculated as follows:

Storm Sewer Relocation	$12,700.00
Street Patching & Sidewalk	$20,600.00
Stormwater	$31,050.00
Erosion Control	$17,200.00
Landscaping	$8,450.00
SUBTOTAL	$90,000.00
TOTAL SECURITY (x 150%)	**$135,000.00**

The issuer and form of the security (other than cash escrow) shall be subject to City approval, which approval shall not be unreasonably withheld. The security shall be issued by a banking institution in good standing as determined by City and approved by the City Administrator. City shall have the ability to draw on the Security by overnight courier delivery to the bank or branch bank issuing the Letter of Credit.

City may draw down the security for any violation of the terms of this Agreement, or upon receiving notice of the pending expiration of the security. It shall be the responsibility of Developer to inform City at least thirty (30) days prior to expiration of the security of the impending expiration and the status of the Project relative to the security and this Agreement. If, for whatever reason, the security lapses prior to complete compliance with this Agreement (other than during any warranty period), Developer shall immediately provide City with either an extension of the security or an irrevocable letter of credit of the same amount upon notification of the expiration. If the required improvements are not completed at least thirty (30) days prior to the expiration of the security, City may also draw down the security.

City may draw down the security for any violation of the terms of this Agreement (after any reasonable notice to Developer and cure periods). If the security is drawn down, the proceeds shall be used to cure any default. City will, upon making determination of final costs to cure any default, refund to the Developer any monies which City has in its possession which are in excess of the security needed.

Upon receipt of proof satisfactory to City that work has been completed and financial obligations to City have been satisfied, the security will be reduced from time to time down to the amount of warranty security as set forth in Section 28 of this Agreement.

The security shall not be reduced below ten percent (10%) of the posted security until all improvements have been completed, all financial obligations to City satisfied (which includes posting of warranty security), and required "as built" plans have been received by City. The intent of this Agreement that City shall have access to sufficient security, either security or warranty security, to complete the Project and insure warranty on all public improvements.

The security amount shall be submitted to City prior to execution of the Agreement.

28. Warranty. Developer warrants all work required to be performed by it against poor material and faulty workmanship for a period of two (2) years after its completion and acceptance by City. The amount of posted security for public improvements to be posted by Developer shall be in the amount of $13,500.00. The amount has been determined by the City Engineer and is based upon 10% of the initial security amount.

29. Summary of Cash Requirements. The following is a summary of the cash deposit required of the Developer under this Agreement which must be furnished to the City prior to City executing this Agreement and the recording of the plat:

Section 26 Escrow (Engineering, City Administration, Legal Expenses)	$10,000.00
Park Dedication	$2,500.00
Sanitary Sewer Trunk Line Charge	$5,494.60
Water Trunk Line Charge	$3,913.74
TOTAL CASH REQUIREMENTS	**$21,908.34**

30. Restrictions. The following restrictions apply to the Subject Property and all lots thereon shall be held, sold, and conveyed subject to the following conditions and restrictions, which are for the purpose of protecting the value and desirability of the Subject Property and insuring all conditions imposed by City in this Agreement are properly recorded against the Subject Property. Said conditions shall run with the real property and be binding upon all parties having a right, title or interest in the Subject Property or any part thereof, their heirs, executors, representatives, successors and assigns:

    a. Developer shall comply with all other terms and conditions of the approved Development Plans.

31. Permits. To the extent required, the Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, including but not limited to the following:

    a. City of St. Francis Building Permits
    b. NPDES Permit from the MPCA

32. Developer's Default**.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, after written notice thereof and expiration of the cure period, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City (in which event no notice is necessary), is first given notice of the work in default, not less than five (5) days in advance. This Contract is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part upon the Property to recover the costs thereof. For this purpose, the Developer expressly waives any procedural and substantive objections to the special assessments, if any, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the property.

33. Insurance. The Developer agrees to take out and maintain or cause to be taken out and maintained until immediately after the City accepts the Improvements, public liability and property damage insurance covering personal injury, including death, and claims for

property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Limits for bodily injury and death shall be no less than $2,000,000.00 for each occurrence; limits for property damage shall be no less than $1,000,000.00 for each occurrence; or a combination single limit policy of $2,000,000.00 or more. The City shall be named as an additional insured on the policy. The Developer shall provide the City with an insurance binder evidencing the required coverage prior to the City signing this Agreement. The insurance binder shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance.

34. Maintenance of the Property. The Developer shall be responsible for all mowing, controlling weeds and general maintenance within the Property. The Developer shall not leave, deposit or bury any cut trees, timber, debris, earth, rocks, stones, soil, junk, rubbish or any other waste materials on the Property. The Developer shall not be required to post a separate escrow to secure this obligation. The City shall provide the Developer with written notice and, except for emergencies, shall allow the Developer thirty (30) days to correct or take such other action as is necessary to perform the required maintenance or removal of waste material within the Property. Nothing herein shall obligate the City to perform maintenance or waste removal work within the Property but the City at its sole discretion, shall have the right to do so.

35. Compliance with Laws and City Approvals. The Developer agrees to comply with all laws, ordinances and regulations of Minnesota and the City applicable to the Plat and Development Plans. The Developer agrees to complete the Property in compliance with all City approvals. This Agreement shall be construed according to the laws of Minnesota. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits and certificates of occupancy, following the passing of applicable notice of cure provisions.

36. Agreement Runs with the Land. This Agreement shall run with the land and shall be recorded against the title to the Property. The Developer covenants with the City, its successors and assigns that the Developer has fee title to all the Property and that there are no unrecorded interests against the Property. The Developer hereby agrees to indemnify and hold the City harmless for any breach of the foregoing covenants.

37. Indemnification. The Developer hereby agrees to indemnify and hold the City and its officials, employees, contractors and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from approval of the Development Plans. The Developer hereby agrees to indemnify and hold the City and its officials, employees, contractors and agents harmless for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees, except matters involving acts of gross negligence by the City.

38. Responsibility for Costs.

a. Except costs for Developer's Internal Improvements, Developer shall pay all costs incurred by it or City in conjunction with the development the Subject Property and the

building, including, but not limited to legal, planning, engineering, and inspection expenses in connection with the development and said Building.

b. Developer shall reimburse City for costs incurred in the enforcement of this Agreement, including engineering fees, planning fees, attorney's fees, and costs and disbursements.

c. Developer shall pay in full all bills submitted to it by City for obligations incurred under this Agreement and agreed to be paid by Developer under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, and Developer does not reasonably dispute the payment of amount of such bill City may either reimburse itself from existing Escrow or Security or may halt all Building development work and construction until all bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of twelve percent (12%) per year.

39. Miscellaneous.

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

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

c. This Agreement shall run with the land, shall be recorded against the title to the Subject Property, and shall be binding on all parties having any right, title or interests in the Subject Property or any part thereof, their heirs, successors and assigns.

d. Each right, power or remedy herein conferred upon City or Developer is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City or Developer, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by City or Developer and shall not be a waiver of the right to exercise at anytime thereafter any other right, power or remedy.

e. Developer shall pay for all local costs related to drainage improvements required to complete the construction of the Plat and building according to the Development Plans. Local costs are costs related to required internal drainage improvements such stormwater infrastructure.

f. Should development of the Subject Property or the building proceed at a pace slower than anticipated, and for that reason, specific terms of this Agreement become onerous or unduly burdensome to Developer, upon Developer's application, City will enter into negotiations regarding those specific terms and shall not unreasonably withhold consent to appropriate changes in the terms of this Agreement.

g. Developer shall demonstrate and maintain compliance with the 1991 Wetland Conservation Act, as applicable.

h. Developer shall be responsible for all on site drainage for the Subject Property, as well as for any affects their actions may have on adjoining properties.

40. Violation of Agreement. If while the escrow or security provided in this Agreement is outstanding, a violation of any of the covenants or agreements herein contained occurs and such violation is not cured within thirty (30) days after written notice thereof from City to Developer, City may draw upon the Developer s escrow or security to cure any violation of the Agreement and to reimburse City for any costs incurred in curing the violation.

41. Maintain Public Property Damaged or Cluttered During Construction. Developer agrees to assume full financial responsibility for any damage which may occur to public property including, but not limited to, street, street sub-base, base, bituminous surface, curb, utility system including, but not limited to, watermain, sanitary sewer or storm sewer when said damage occurs as a result of construction activity which takes place during development of the Subject Property by Developer or its contractors, except for damage caused by City, its employees, agents or contractors. Developer further agrees to pay all costs required to repair the streets and/or utility systems damaged or cluttered with debris when occurring as a direct or indirect result of the Developer's construction that takes place on the Subject Property. In the event that Developer is required to maintain or repair such damage and fails to maintain or repair the damaged public property referred to aforesaid within thirty (30) days after written notice from City or such longer period as may reasonably necessary or in the event of an emergency as shorter time period as determined by City, City may, upon notifying Developer undertake making or causing it to be repaired or maintained. When City undertakes such repair, Developer shall reimburse City for all its reasonable expenses within thirty (30) days of its billing to Developer. If Developer fails to pay said bill within thirty (30) days, the security shall be responsible for reimbursing City.

42. Assignment**.** The Developer may not assign this Agreement without the written permission of the City, which permission shall not be unreasonably denied or delayed. No assignment shall be effective unless the assignee assumes in writing all obligations of the Developer under this Agreement and the documents related thereto and evidencing such assumption shall be in a form reasonably acceptable to the City.

43. Subordination. This Agreement must be recorded against the Subject Property and all other liens, interests or mortgages shall be subordinate to the terms and conditions this Agreement and said Agreement shall not be subject to foreclosure by any other lien, interest or mortgage.

44. Notices. Required notices to Developer shall either hand delivered to Developer, its employees or agents, or mailed to Developer by registered mail or sent by overnight delivery at the following address:

DGOGSaintfrancismn07072021, LLC
1598 Imperial Center, Suite 2001,
West Plains, MO 65775.
Attention: Jacob Stauffer

Notice to City shall be in writing and shall be either hand delivered to or mailed by registered mail or sent by overnight delivery to the following address:

City of St. Francis,
Attention: City Administrator
23340 Cree Street
St. Francis, MN 55070

45. Agreement Effect. This Agreement shall be binding and extend to the respective representatives, heirs, successors and assigns of the parties hereto.

46. Amendment**.** This Agreement shall be amended only by addendum executed by both parties to this Agreement.

47. Severability. If any portion, section, subsection, sentence or clause of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate any other section of this Agreement.

48. Non-waiver. Each right, power or remedy conferred upon the City or the Developer by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City or the Developer at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developer and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

49. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

REST OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, Developer and City have executed this Agreement as of the day and year above first written.

CITY OF ST. FRANCIS

BY: _____
Steven D. Feldman
ITS: Mayor
(SEAL)

BY: _____
Jennifer Wida
ITS: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Steven D. Feldman and by Jennifer Wida, respectively the Mayor and City Clerk of the City of St. Francis, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
NOTARY PUBLIC

DGOGSaintfrancismn07072021, LLC
A Missouri corporation

BY: _____

ITS: _____

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____ the _____ of DGOGSaintfrancismn07072021, LLC, a Missouri corporation, on behalf of the corporation.

_____
NOTARY PUBLIC

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

EXHIBIT A

MEADOWS OF ST. FRANCIS 4th ADDITION FINAL PLAT

See attached.

MEADOWS OF ST. FRANCIS 4TH ADDITION

CITY OF ST. FRANCIS
COUNTY OF ANOKA
SEC. 06, TWP. 33, RNG. 24

KNOW ALL PERSONS BY THESE PRESENTS:

That SFLC, LLC, a Minnesota limited liability company, owner of the following described property:

Lot 1, Block 2, MEADOWS OF ST. FRANCIS, Anoka County, Minnesota.

Has caused the same to be surveyed and platted as MEADOWS OF ST. FRANCIS 4TH ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

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

_____
James R. Anderson
President

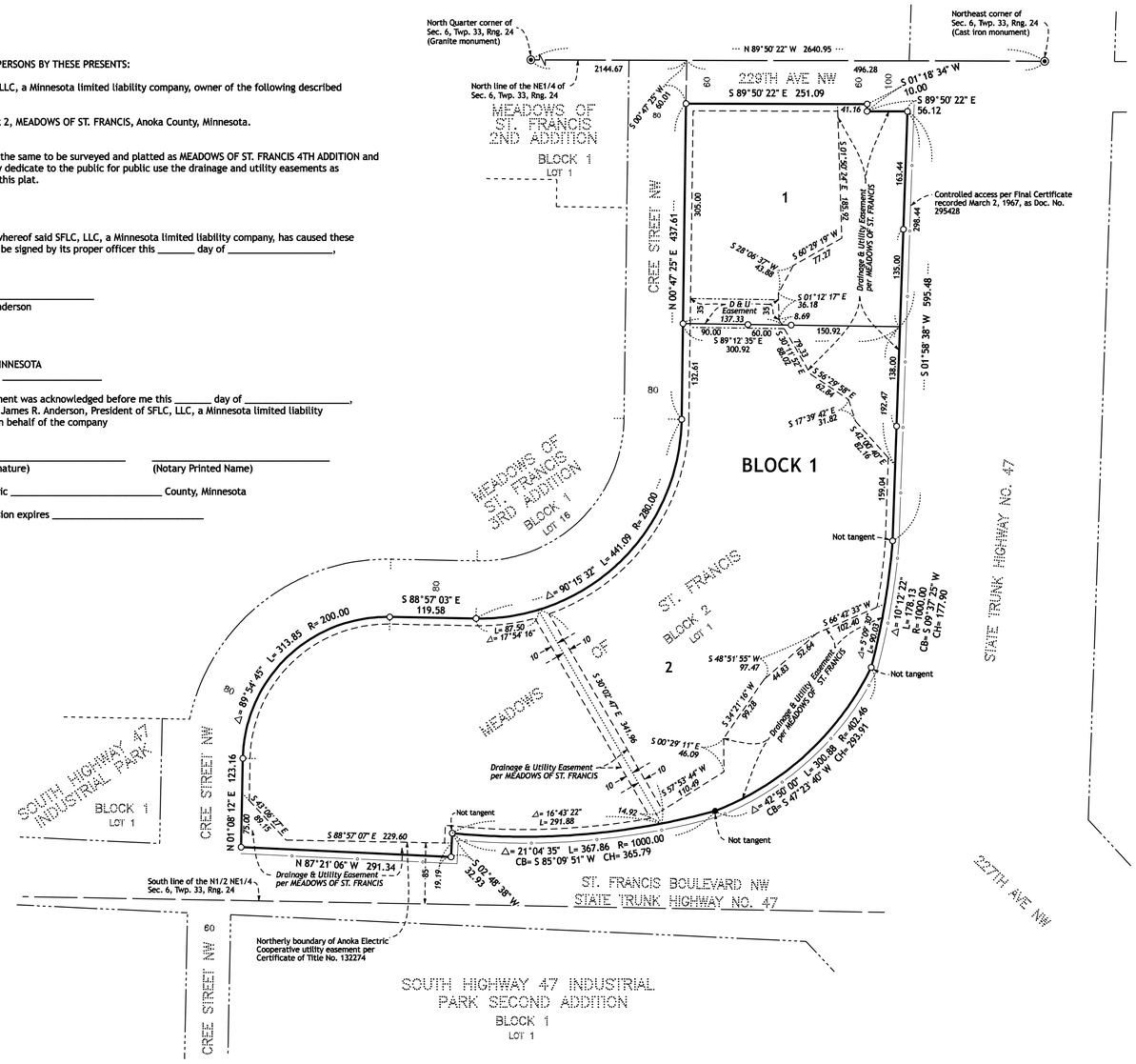
STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20_____ by James R. Anderson, President of SFLC, LLC, a Minnesota limited liability company, on behalf of the company

_____ _____
(Notary Signature) (Notary Printed Name)

Notary Public _____ County, Minnesota

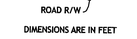
My commission expires _____



ORIENTATION OF THIS BEARING SYSTEM ASSUMES THAT THE NORTH LINE OF THE NORTHEAST QUARTER OF SEC. 6, TWP. 33, RNG. 24 BEARS NORTH 89°50' 22" WEST

0 100 200
SCALE IN FEET
1 INCH = 100 FEET

THE DRAINAGE AND UTILITY EASEMENTS TO BE DEDICATED AS PART OF THIS PLAT ARE SHOWN AS THUS UNLESS OTHERWISE NOTED: (NOT TO SCALE)



DIMENSIONS ARE IN FEET

PROPERTY BOUNDARY MONUMENT LEGEND

- ○ SET 1/2-INCH DIAMETER IRON PIPE WITH CAP STAMPED "DELEO 40341"
- ● FOUND 1/2-INCH DIAMETER IRON PIPE WITH CAP "RLS 9064"
- ◉ GOVERNMENT SECTION CORNER MONUMENT

SURVEYOR'S CERTIFICATION

I Samuel J. DeLeo do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20_____.

_____
Samuel J. DeLeo, Licensed Land Surveyor
Minnesota License Number 40341

STATE OF MINNESOTA
COUNTY OF STEARNS

This instrument was acknowledged before me on this _____ day of _____, 20_____ by Samuel J. DeLeo.

_____
Sidney Theis

Notary Public Stearns County, Minnesota

My commission expires _____

City Council, City of St. Francis, Minnesota

This plat of MEADOWS OF ST. FRANCIS 4TH ADDITION was approved and accepted by the City Council of the City of St. Francis, Minnesota at a regular meeting thereof held this _____ day of _____, 20_____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of St. Francis, Minnesota

By: _____, Mayor By: _____, Clerk

County Surveyor

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

By: _____
David M. Zieglmeier
Anoka County Surveyor

County Auditor/Treasurer

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

_____ Property Tax Administrator

By _____, Deputy

County Recorder/Registrar of Titles
County of Anoka, State of Minnesota

I hereby certify that this plat of MEADOWS OF ST. FRANCIS 4TH ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this _____day of _____, 20____, at _____ o'clock ___.M. and was duly recorded as Document Number _____.

_____ County Recorder/Registrar of Titles

By _____, Deputy

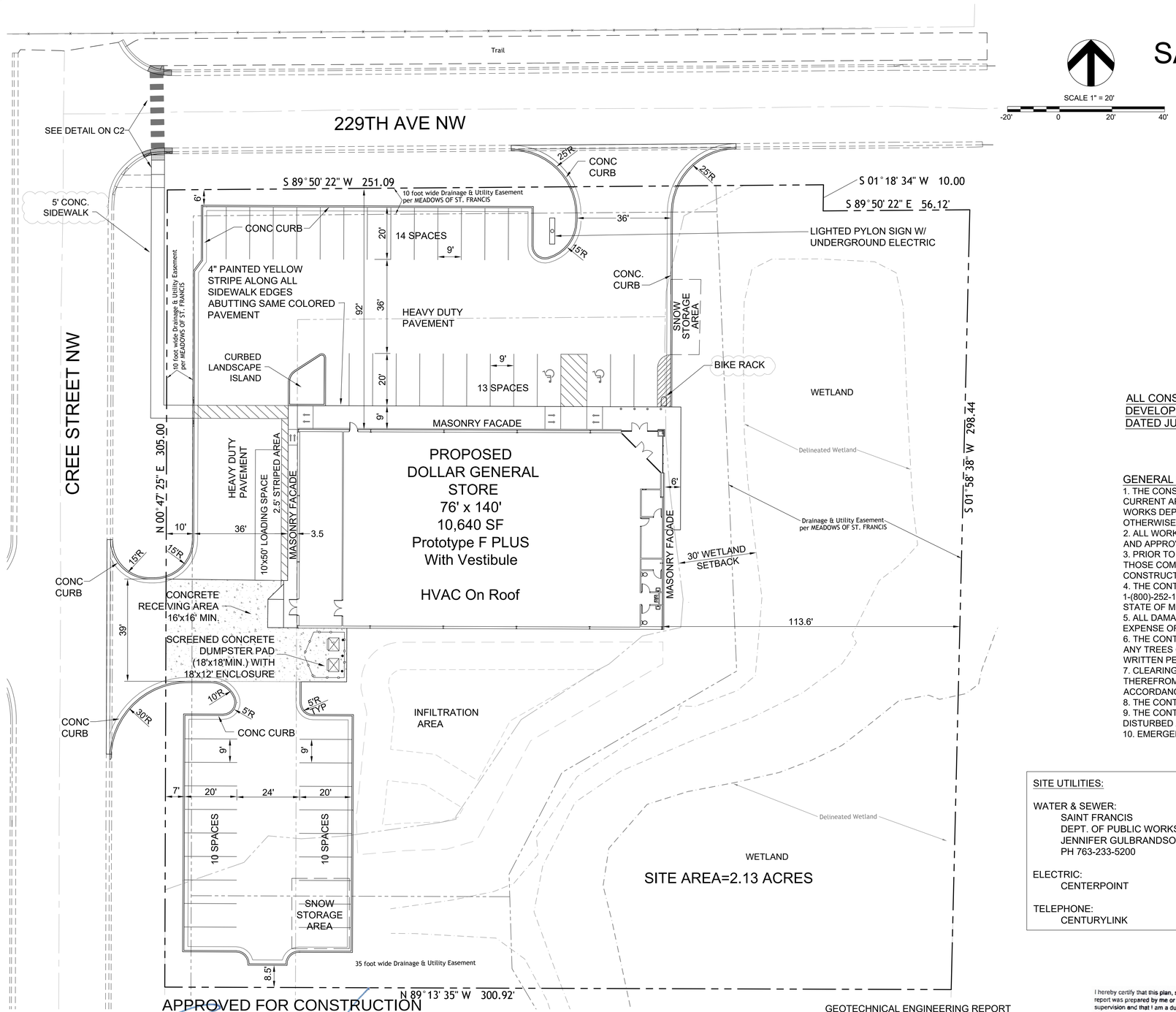
KLD
1120 Industrial Park Road
Brainerd, MN 56401
218-829-5300
13 North 11th Avenue
St. Cloud, MN 56303
320-258-1268
KRAMER LEAS DELEO
SURVEYING • ENGINEERING • PLANNING
BRAINERD ST. CLOUD

EXHIBIT B

DEVELOPMENT PLANS FOR THE SUBJECT PROPERTY

See attached.

DOLLAR GENERAL STORE
SAINT FRANCIS, MINNESOTA



PARKING SPACES/REQD: 47/47
DEVELOPER: DGOGSAINTFRANCISMN070721LLC
ENGINEER: OVERLAND ENGINEERING, LLC
SITE AREA: 2.01 ACRES
IMPERVIOUS AREA: 37680 SF/ 0.865 AC.

SQUARE FOOTAGE LEGEND

TOTAL SQUARE FOOTAGE	10,640 S.F.
TOTAL LEASABLE FOOTAGE	10,640 S.F.
OVERALL BUILDING DIMENSIONS	76'-0" X 140'-0"
SALES FLOOR DIMENSIONS	74'-0" X 112'-10"
SALES AREA	8,513 S.F.
RECEIVING AREA	1,177 S.F.
BREAK RM. & OFFICE AREA	205 S.F.
REST ROOM, & HALL AREA	205 S.F.
MISCELLANEOUS	540 S.F.

ALL CONSTRUCTIONSHALL CONFORM TO THE PRIVATE DEVELOPMENT STANDARDS FOR THE CITY OF ST FRANCIS, MN DATED JULY 2013.

GENERAL NOTES
1. THE CONSTRUCTION COVERED BY THESE PLANS SHALL CONFORM TO ALL CURRENT APPLICABLE STANDARDS AND SPECIFICATIONS OF THE PUBLIC WORKS DEPARTMENT OF THE CITY OF SAINT FRANCIS, MINNESOTA, UNLESS OTHERWISE NOTED.
2. ALL WORKMANSHIP AND MATERIALS SHALL BE SUBJECT TO THE INSPECTION AND APPROVAL OF THE PLANNING AND DEVELOPMENT DEPARTMENT.
3. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL NOTIFY ALL THOSE COMPANIES WHICH HAVE FACILITIES IN THE NEAR VICINITY OF THE CONSTRUCTION TO BE PERFORMED.
4. THE CONTRACTOR MAY UTILIZE THE FOLLOWING TOLL FREE PHONE NUMBER: 1-(800)-252-1166. THIS PHONE NUMBER IS APPLICABLE ANYWHERE WITHIN THE STATE OF MINNESOTA.
5. ALL DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED BY AND AT THE EXPENSE OF THE CONTRACTOR.
6. THE CONTRACTOR SHALL UNDER NO CIRCUMSTANCES CLEAR OR DAMAGE ANY TREES OUTSIDE THE CLEARING LIMIT LINE SET BY THE CITY WITHOUT THE WRITTEN PERMISSION OF THE CITY ENGINEER OR PROPERTY OWNER.
7. CLEARING AND GRUBBING OPERATIONS AND DISPOSAL OF ALL DEBRIS THEREFROM SHALL BE PERFORMED BY THE CONTRACTOR IN STRICT ACCORDANCE WITH ALL LOCAL CODES AND ORDINANCES.
8. THE CONTRACTOR SHALL KEEP THE STREETS CLEAN OF MUD AND DEBRIS.
9. THE CONTRACTOR SHALL PLACE MIN. 4" TOPSOIL AND SEED & MULCH ALL DISTURBED AREAS AT THE DIRECTION OF THE CITY ENGINEER.
10. EMERGENCY VEHICLE ACCESS VIA PARKING AISLES.

SITE UTILITIES:

WATER & SEWER:
SAINT FRANCIS
DEPT. OF PUBLIC WORKS
JENNIFER GULBRANDSON
PH 763-233-5200

ELECTRIC:
CENTERPOINT

TELEPHONE:
CENTURYLINK

APPROVED FOR CONSTRUCTION

SHANE NELSON, PE 9/14/22
ASSISTANT CITY ENGINEER

GEOTECHNICAL ENGINEERING REPORT
Prepared by: KILO ENGINEERING, LLC.
Roseville, Minnesota

PHASE 1 ENVIRONMENTAL SITE ASSESSMENT
Prepared by: ENVIRONMENTAL WORKS, INC.
Springfield, Missouri

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota
Print Name: RODNEY PARROTT
Signature:
Date 7-6-22 License # 49682

800-252-1166
www.gopherstateonecall.org

UTILITY DISCLAIMER

EXISTING UNDERGROUND UTILITIES AND BURIED STRUCTURES IN THE VICINITY OF THE WORK TO BE PERFORMED HEREIN ARE INDICATED ON THE DRAWINGS ONLY TO THE EXTENT THAT SUCH INFORMATION HAS BEEN MADE AVAILABLE TO OR DISCOVERED BY THE ENGINEER IN THE PREPARATION OF THE DRAWINGS. THERE IS NO GUARANTEE AS TO THE ACCURACY OR THE COMPLETENESS OF SUCH INFORMATION AND ALL RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS THEREOF IS EXPRESSLY DISCLAIMED

DOLLAR GENERAL
SAINT FRANCIS, MN 56501
Store Development #

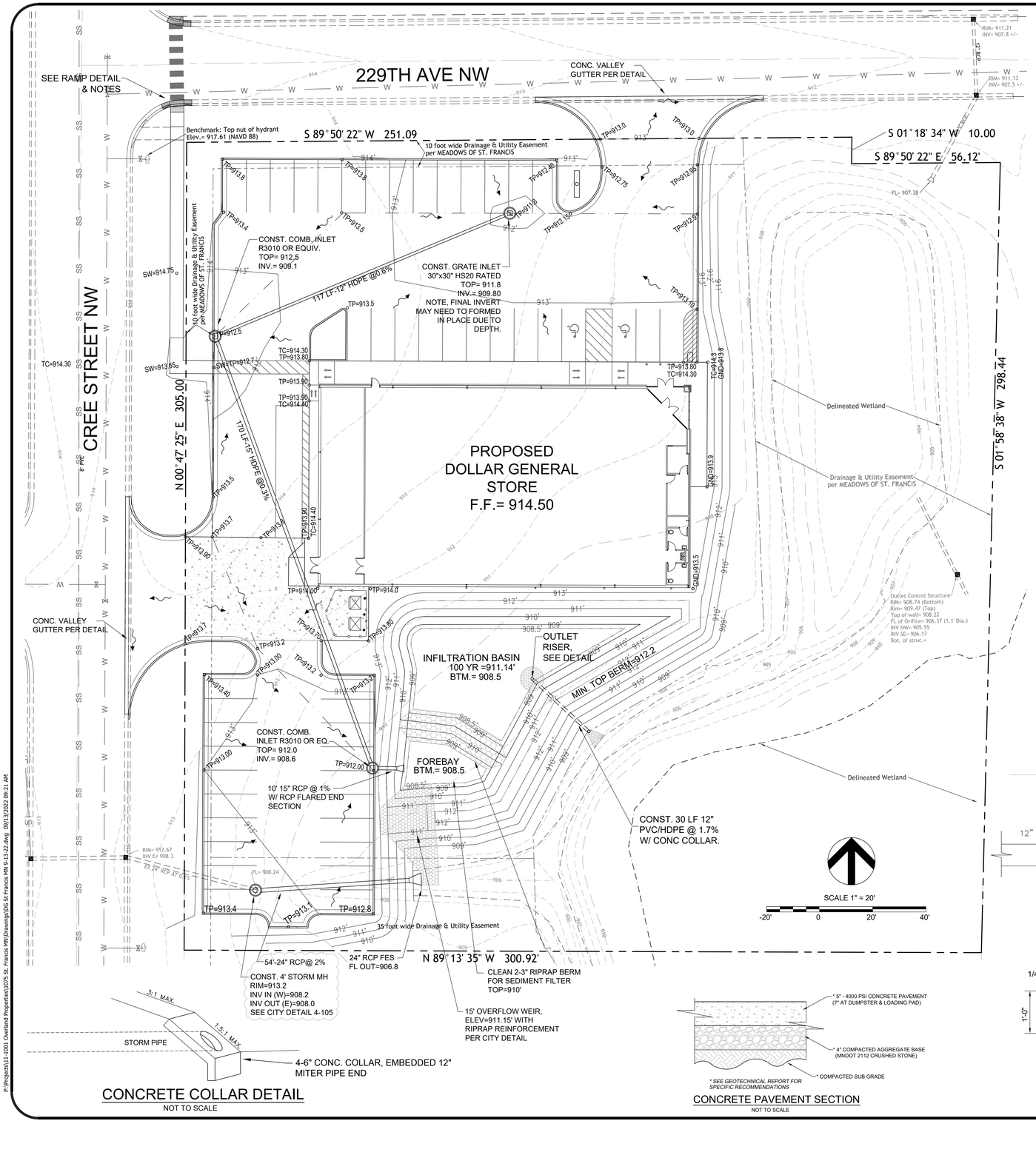
NO.	DATE	DESCRIPTION	BY
6	9/1/22	REV PER CITY CMTS.	RP
5	8/31/22	REV SW PER CITY ENGR.	RP
4	8/29/22	REV PER CITY LETTER	RP
3	4/26/22	ADDED TRAIL CONNECTION	RP
2	4/8/22	REV W/ MORE PARKING	RP
1	2/25/22	REV PER CITY NOTES	RP

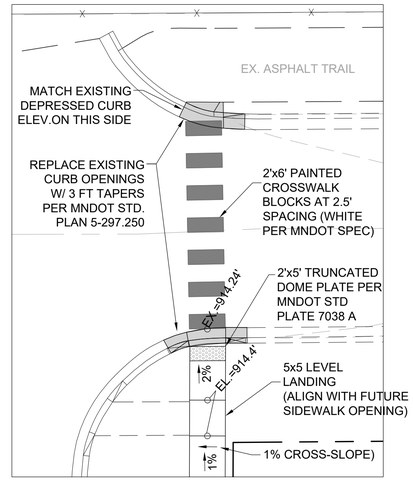
Overland ENGINEERING, LLC
1598 IMPERIAL CTR., STE. 2009 WEST PLAINS, MO 65775
PHONE: (417) 256-8150 FAX: (417) 256-8152
rusty@overlandeng.com

DOLLAR GENERAL
SAINT FRANCIS, MN
SITE PLAN

SHEET
C1

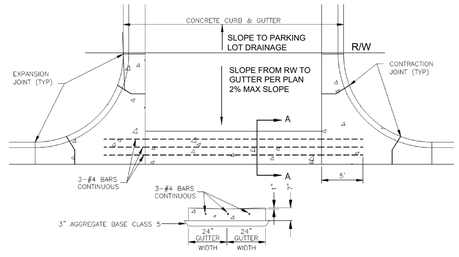
P:\Projects\11-1001 Overland Properties\1075 St. Francis MN\Drawings\DG St Francis MN 9-13-22.dwg 09/13/2022 09:21 AM





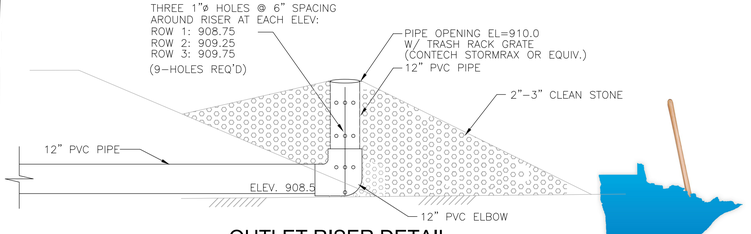
NOTES:
1) CURB RAMPS MUST CONFORM WITH MNDOT STANDARD PLAN 5-297.250
2) LANDING ELEVATION TO BE FIELD ADJUSTED IF NECESSARY TO PROVIDE ADA COMPLIANT SLOPE TO FUTURE SIDEWALK AND ASSOCAITED ADA RAMP"

SIDEWALK RAMP DETAIL
SCALE 1"=10'



CONCRETE VALLEY GUTTER
NOT TO SCALE

ENTRY SECTION
NOT TO SCALE

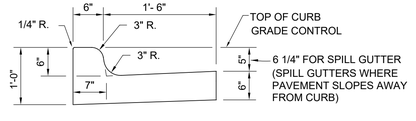


OUTLET RISER DETAIL
NOT TO SCALE

CONCRETE COLLAR DETAIL
NOT TO SCALE

** SEE GEOTECHNICAL REPORT FOR SPECIFIC RECOMMENDATIONS*

CONCRETE PAVEMENT SECTION
NOT TO SCALE



CONTRACTION JOINTS @ 20' INTERVALS
3/4" EXPANSION JOINTS @ ALL POINTS OF BEGINNING CURVATURE AND TANGENCY

CONCRETE CURB & GUTTER DETAIL
(NO SCALE)

DG STANDARD GRADING NOTES:

1. CONTRACTOR TO GRADE ALL AREAS SHOWN IN THE PLANS.
2. TOP SOIL SHALL BE STRIPPED FROM ALL CUT AND FILL AREAS, STOCKPILED AND REDISTRIBUTED OVER GRADED AREAS. PROVIDE EROSION AND SEDIMENTATION CONTROLS AROUND STOCKPILES DURING CONSTRUCTION.
3. TILL SOIL TO A DEPTH OF 4" MINIMUM.
4. REMOVE ALL ROCKS LARGER THAN 1" MEASURED IN LARGEST DIRECTION.
5. GRADE ALL AREAS TO MAINTAIN POSITIVE SLOPE AWAY FROM BUILDING.
6. ALL GRADED AREAS TO RECEIVE SEED OR SOD, TOP SOIL, STRAW AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.

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

Print Name: RODNEY PARROTT
Signature:
Date 7-6-22 License # 49682



800-252-1166
www.gopherstateonecall.org
UTILITY DISCLAIMER

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NO.	DATE	DESCRIPTION	BY
4	9/13/22	REV PER MORE CITY CMTS.	RP
3	9/7/22	REV PER MORE CITY CMTS.	RP
2	9/1/22	REV PER CITY CMTS.	RP
1	8/8/22	REV PARKING & STM SEWER	RP

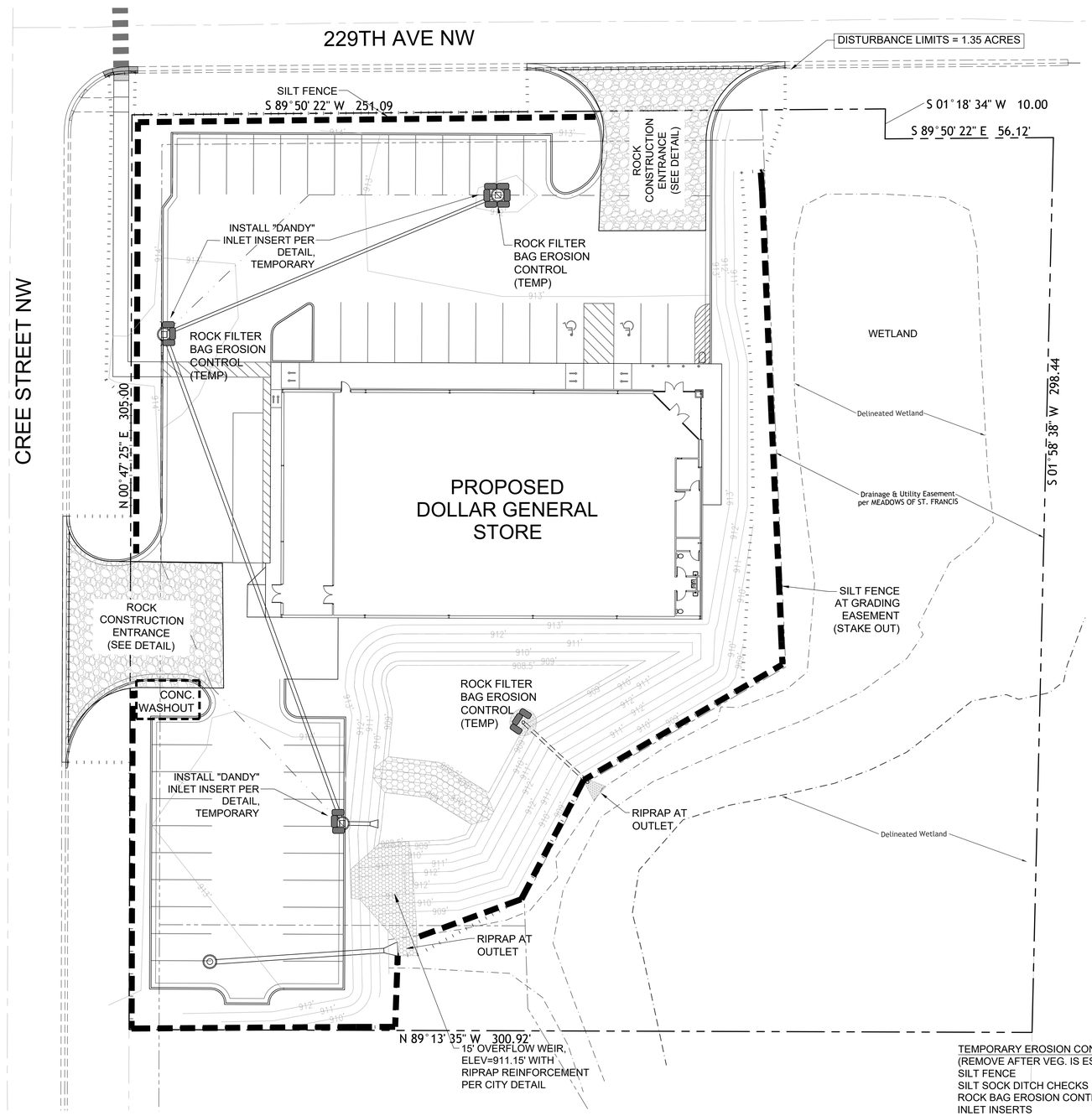
DOLLAR GENERAL
SAINT FRANCIS, MN
GRADING PLAN

SHEET
C2

DOLLAR GENERAL
SAINT FRANCIS, MN 55801
Store Development
store-development.com

Overland ENGINEERING, LLC
1598 IMPERIAL CTR., STE. 2009 WEST PLAINS, MO 65775
PHONE: (417) 256-8150 FAX: (417) 256-8152
rusty@overlandeng.com

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SCALE 1" = 20'

-20' 0 20' 40'

SEE CITY OF SAINT FRANCIS EROSION CONTROL PERMIT FOR REQUIREMENTS AND ADDITIONAL DETAILS.

ST FRANCIS MN SWPPP NOTES:

1. STOCKPILES: FOR SOIL STOCKPILES GREATER THAN 10 CUBIC YARDS, THE TOE OF THE PILE MUST BE MORE THAN 25 FEET FROM A ROAD, DRAINAGE CHANNEL OR STORMWATER INLET. IF LEFT FOR MORE THAN SEVEN (7) DAYS, THEY MUST BE STABILIZED WITH MULCH, VEGETATION, TARPS OR OTHER MEANS. IF LEFT FOR LESS THAN SEVEN (7) DAYS, EROSION FROM STOCKPILES MUST BE CONTROLLED WITH SILT FENCES OR ROCK CHECK DAMS. IF FOR ANY REASON A SOIL STOCKPILE OF ANY SIZE IS LOCATED CLOSER THAN 25 FEET FROM A ROAD, DRAINAGE CHANNEL OR STORMWATER INLET, AND LEFT FOR MORE THAN SEVEN (7) DAYS, IT MUST BE COVERED WITH TARPS OR CONTROLLED IN SOME OTHER MANNER.

2. SWEEPING: TRAVELED SURFACES INCLUDING, BUT NOT LIMITED TO, STREETS, PARKING LOTS, SIDEWALKS AND TRAILS MUST BE CLEANED AND SWEPT WHENEVER TRACKING OF SEDIMENTS OCCURS BUT NO LATER THAN THE END OF EACH BUSINESS DAY. ESTABLISHMENT OF A REGULAR SWEEPING SCHEDULE IS ENCOURAGED.

3. CITY INSPECTIONS. THE APPLICANT SHALL BE RESPONSIBLE FOR ALL REQUIRED EROSION AND SEDIMENT INSPECTIONS REQUIRED IN THE APPROVED STORMWATER POLLUTION PREVENTION PLAN. THE CITY MAY PERFORM INSPECTIONS TO ENSURE CONFORMANCE.
THE APPLICANT AND/OR BUILDER SHALL PROVIDE ACCESS TO THE SITE AND ADDRESS ANY DEFICIENCIES NOTED BY THE CITY TO MAINTAIN PROPER EROSION AND SEDIMENT CONTROL AT ALL SITES WITHIN THE TIMEFRAMES NOTED IN THIS PART AND THE CONSTRUCTION STORMWATER PERMIT.
IN CASES WHERE COOPERATION IS WITHHELD, CONSTRUCTION STOP ORDERS MAY BE ISSUED BY THE CITY, UNTIL EROSION AND SEDIMENT CONTROL MEASURES ARE COMPLIANT WITH THE CONSTRUCTION STORMWATER PERMIT AND THIS PART. FOLLOW UP EROSION AND SEDIMENT CONTROL/GRADING INSPECTIONS MUST THEN BE SCHEDULED AND PASSED BEFORE THE CONSTRUCTION STOP ORDER IS LIFTED OR ANY OTHER INSPECTIONS WILL BE DONE.

GENERAL NOTES FOR SEDIMENTATION & EROSION CONTROL

1. THIS PLAN SHOWS THE LOCATION AND DETAILS FOR PRIMARY SEDIMENT CONTROLS TO BE CONSTRUCTED. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING EROSION AND DISCHARGE OF SEDIMENT FROM THE SITE AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE NECESSARY MEASURES DURING ALL PHASES OF HIS OPERATIONS REGARDLESS OF WHETHER THEY ARE SPECIFICALLY NOTED ON THIS PLAN AND SHALL MAINTAIN AND REPLACE CONTROLS AS NECESSARY DURING THE COURSE OF HIS OPERATIONS.

2. SILT FENCES, OR OTHER INITIAL SEDIMENT CONTROLS SHOWN ON THIS PLAN MUST BE INSTALLED PRIOR TO ANY OTHER WORK.

3. THE CONTRACTOR SHALL CLEAN STREETS BOTH INTERIOR AND ADJACENT TO THE SITE, AS NEEDED AFTER EACH RAINFALL, AND AT THE END OF CONSTRUCTION.

4. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST DURING CONSTRUCTION AND SHALL WATER CONSTRUCTION AREAS WHENEVER CONDITIONS WARRANT.

5. ALL DISTURBED AREAS NOT RECEIVING OTHER PERMANENT STABILIZATION SUCH AS PAVEMENT, ROOFS, SOD, ETC., SHALL BE SEEDED AND MULCHED, AS SPECIFIED BELOW BEFORE TEMPORARY SEDIMENT CONTROLS CAN BE REMOVED AND PRIOR TO FINAL APPROVAL OF CONSTRUCTION.

SEQUENCE DESCRIBING STORMWATER QUALITY MEASURE IMPLEMENTATION RELATIVE TO LAND DISTURBING ACTIVITIES:
1) INSTALL CONSTRUCTION ENTRANCE FOR SITE ACCESS.
2) INSTALL SILT BARRIERS AT PERIMETER AND ESTABLISH WETLAND BUFFER FENCE.
* ITEMS 1&2 MUST BE FULLY COMPLETED BEFORE GOING TO ITEM 3.
3) STOCKPILE TOPSOIL PRIOR TO GRADING.
4) GRADE SWALES & DETENTION BASIN., & IMMEDIATELY STABILIZE WITH TOPSOIL SEED & MULCH, OR DITCH CHECKS.
5) INSTALL DRAINAGE PIPES WITH INLET/ OUTLET PROTECTION.
6) COMPLETE REMAINING SITE GRADING WITH CUT & FILL PLACEMENT.
7) CONSTRUCTION OF THE STRUCTURE, CURB AND PAVEMENT.
8) INSTALL GRASS AND SOD AS SOON AS FEASIBLE FOR EACH DISTURBED AREA.
9) REMOVED ANY EXCESS SEDIMENT IN DETENTION AREAS AND REDRESS WITH PERMANENT VEGETATION.
10) FINAL CLEAN UP.
11) AFTER VEGETATION IS WIDELY ESTABLISH, REMOVE TEMPORARY EROSION CONTROL MEASURES.

TOTAL ESTIMATED SCHEDULE FOR SITE CONSTRUCTION IS 3 MONTHS, WITH ESTABLISHED VEGETATION BEING 2-4 WEEKS LATER.

TEMPORARY EROSION CONTROLS
(REMOVE AFTER VEG. IS ESTABLISHED):
SILT FENCE
SILT SOCK DITCH CHECKS
ROCK BAG EROSION CONTROL
INLET INSERTS
CONCRETE WASHOUT AREA

PERMANENT EROSION CONTROLS
RIPRAP AT PIPE OUTLETS
SODDING AND GRASS - SEE SHEET C5
VEGETATIVE BUFFERS NEAR WETLAND

CONTACTS
OWNER / DEVELOPER:
DGOGSTFRANCISMN07072021 LLC
1598 IMPERIAL CENTER, SUITE 2001
WEST PLAINS, MO 65775
PH 417-256-4790

ENGINEER:
OVERLAND ENGINEERING, LLC
1598 IMPERIAL CENTER SUITE 2009
WEST PLAINS, MO 65775
PH 417-256-8150

CONTRACTOR:
JASON WEITZEL
BJ BAAS BUILDERS
380 S GARFIELD ST
CAMBRIDGE, MN 55008
763-333-8112

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

Print Name: RODNEY PARROTT
Signature:
Date 7-6-22 License # 49682

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DOLLAR GENERAL®
SAINT FRANCIS, MN 56501
Store Number: 19075
Store Type: DGMarket Extra

NO.	DATE	DESCRIPTION	BY
1	9/1/22	REV. PER CITY CMTS.	RP

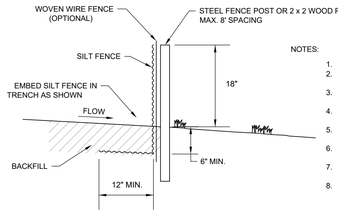
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SAINT FRANCIS, MN

SEDIMENTATION & EROSION CONTROL PLAN

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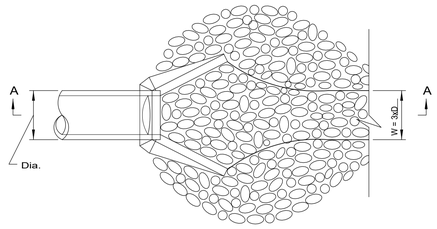
NOTES:

1. PLACE SILT FENCE AT DOWNSLOPE LIMIT OF AREA TO BE GRADED.
2. SILT FENCE SHALL BE PLACED ALONG A LEVEL CONTOUR WITH AN ALLOWANCE OF ± 4 INCHES.
3. SEDIMENT TRAPPED BY THIS PRACTICE SHALL BE DISPOSED OF IN AN APPROVED SITE IN A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POSTS.
5. INSPECTION SHALL BE FREQUENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN IT HAS SERVED ITS USEFULNESS SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES.
8. AT EACH END OF SILT FENCE, TURN FENCE UPSLOPE AND EXTEND UNTIL GROUND SURFACE RISES 18 INCHES.

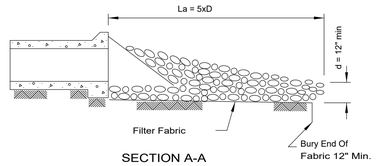
*NOTE: SILT SOCK MAY BE USED IN LIEU OF SILT FENCE

SILT FENCE DETAIL

NOT TO SCALE



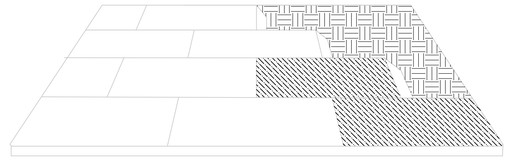
PLAN



SECTION A-A

RIPRAP AT PIPE OUTLET

NOT TO SCALE

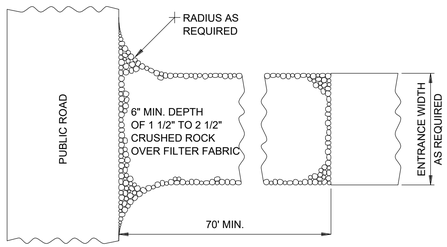


LAY SOD IN A STAGGERED PATTERN WITH STRIPS BUTTED TIGHTLY AGAINST EACH OTHER

ON SLOPE > 3:1 USE PEGS OR STAPLES TO FASTEN SOD FIRMLY AT THE CORNERS AND CENTERS.

INSTALLATION OF GRASS SOD

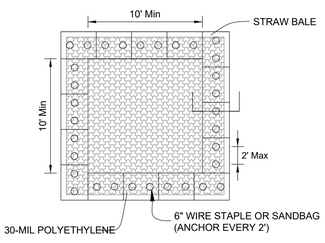
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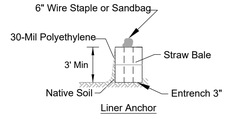
ROCK CONSTRUCTION ENTRANCE

NOT TO SCALE

ROCKS AT ENTRANCE CLEAN WORKSITE MUD OFF OF TRUCK TIRES BEFORE TRUCKS ENTER MAIN ROAD. KEEPING MUD OFF THE ROAD WILL PREVENT AUTO DAMAGE AND KEEP CONSTRUCTION SEDIMENT OUT OF DRAINAGE SYSTEMS AND WETLANDS. GEOTEXTILE SHALL BE PLACED UNDER THE ROCK TO KEEP ROCKS SEPARATE FROM SOIL.



PLAN VIEW



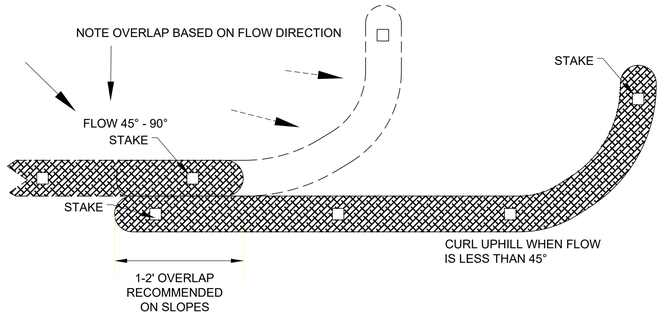
STRAW BALE ANCHOR SECTIONS

NOTES:

1. Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete and/or slurry and returning the facilities to a functional condition.
2. Facility shall be cleaned or reconstructed in a new area once washout becomes two-thirds full.
3. Each straw bale is to be staked in place using (2) 2"x2"x4' wooden stakes.

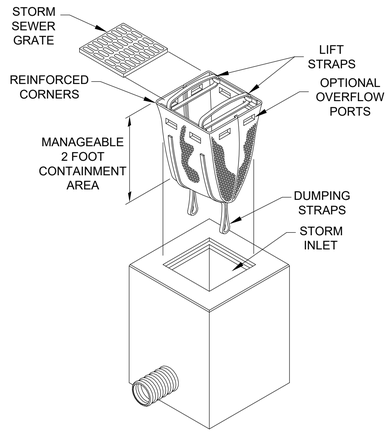
TEMPORARY CONCRETE WASHOUT FACILITY - STRAW BALE

NOT TO SCALE



SILT SOCK PERIMETER CONTROL & OVERLAPPING

NOT TO SCALE



DETAIL OF DANDY SACK INLET INSERT SEDIMENT CONTROL DEVICE

NOT TO SCALE

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

Print Name: RODNEY PARROTT

Signature:

Date 7-6-22 License # 49682

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SAINT FRANCIS, MN 56501
Store Number: 10750
Store Type: DGPrototype32-2021

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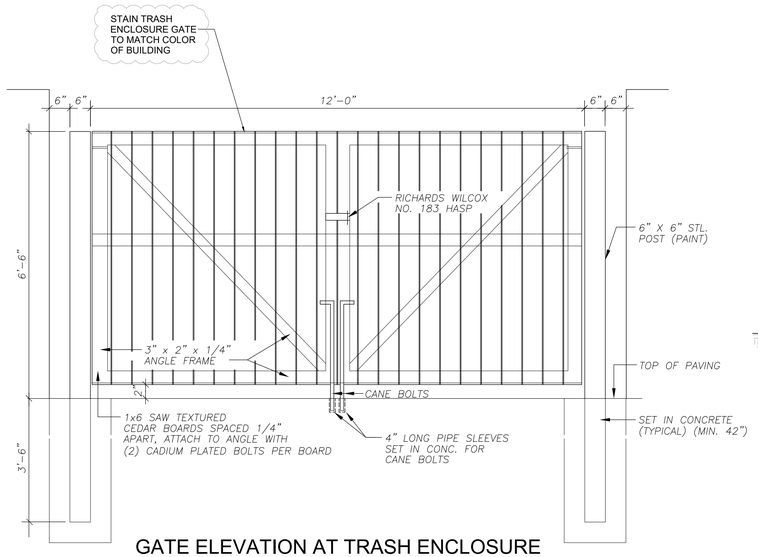
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1598 IMPERIAL CTR., STE. 2009 WEST PLAINS, MO 65775
PHONE: (417) 256-8150 FAX: (417) 256-8152
rusty@overlandeng.com

DOLLAR GENERAL
SAINT FRANCIS, MN

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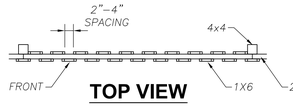
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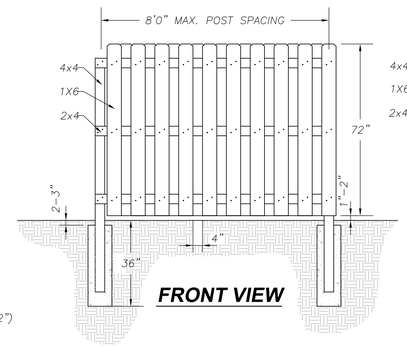


GATE ELEVATION AT TRASH ENCLOSURE

NOT TO SCALE

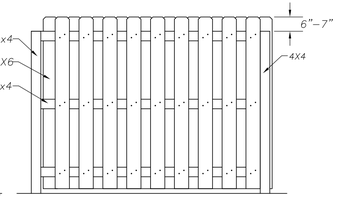


TOP VIEW



FRONT VIEW

TREATED PINE (USE GALVANIZED NAILS FOR FASTENING) FOR 12x18 TRASH ENCLOSURE, SPACE POSTS AT 6 FT



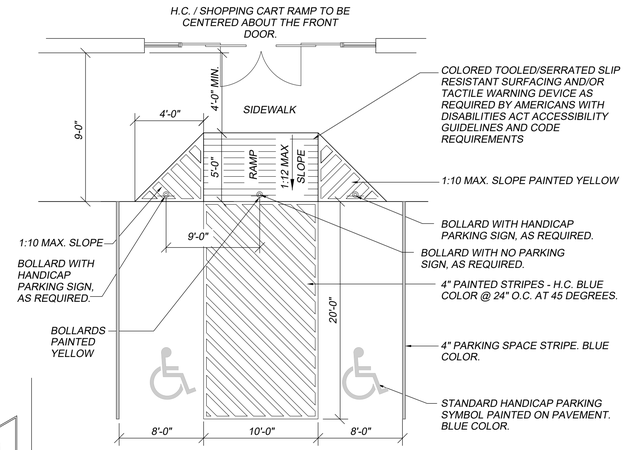
NOTE: NUMBER OF BOARDS WILL VARY DEPENDING ON SPACE BETWEEN BOARDS AND ACTUAL WIDTH OF BOARDS.

REAR VIEW

DUMPSTER ENCLOSURE FENCE DETAIL

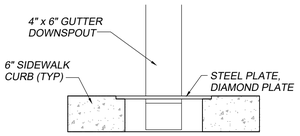
NOT TO SCALE

NOTE:
ALL HANDICAPPED RAMP AND ACCESS AISLES SHALL MEET ALL CODES AND ADAAG REGULATIONS.



FRONT ENTRY PLAN

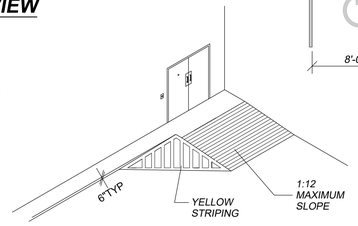
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GUTTER DOWNSPOUT DETAIL

@ SIDEWALK

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SIDE ENTRY DETAIL

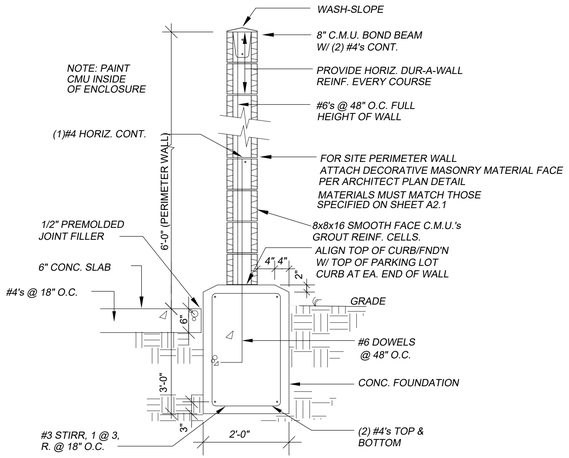
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I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: RODNEY PARROTT

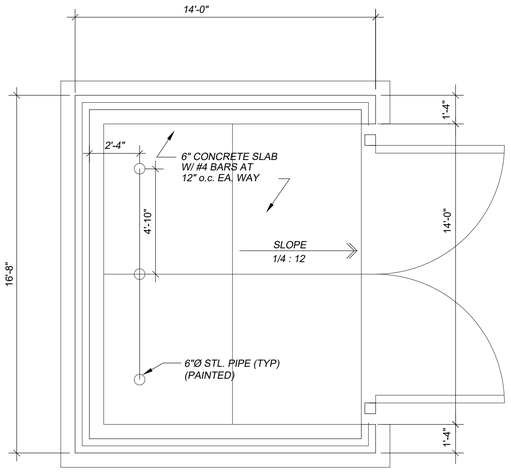
Signature:

Date 7-6-22 License # 49682



WALL DETAIL

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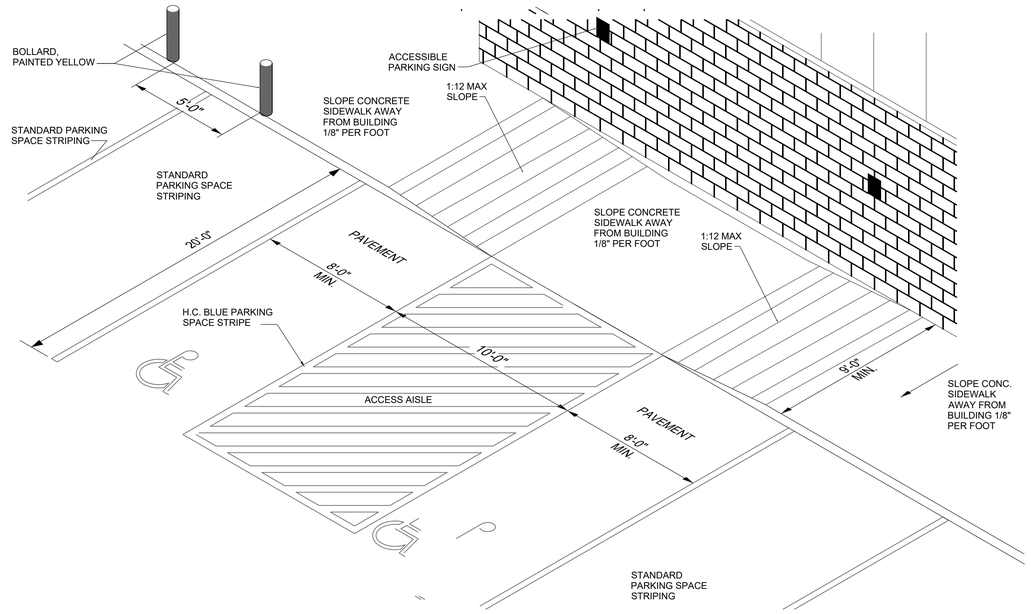


PLAN VIEW

NOT TO SCALE

OPTIONAL MASONRY TRASH ENCLOSURE DETAIL

NOT TO SCALE



HANDICAP ACCESS ISOMETRIC

NOT TO SCALE

DOLLAR GENERAL

SAINT FRANCIS, MN 55601
Store Development #15415
Email: dgdevelopment@dgcorp.com

NO.	DATE	DESCRIPTION	BY

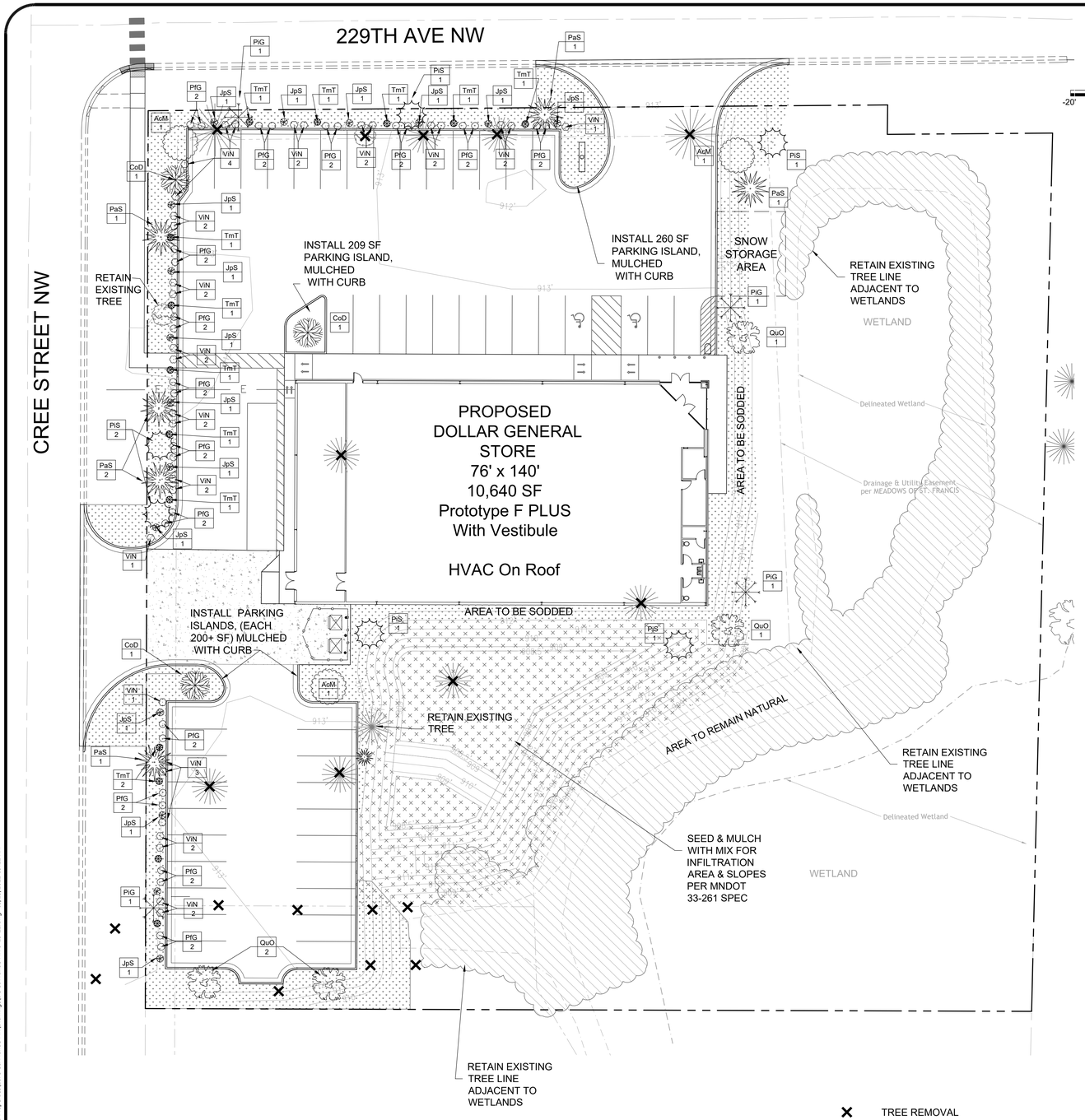
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SAINT FRANCIS, MN

DETAILS

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LANDSCAPE CONTRACTOR NOTES:
- TREE PLANTINGS SHALL NOT CONSIST OF MORE THAN 25% OF ONE GENUS
- PLANTING CENTERS SHALL BE PLACED AT LEAST 3 FT FROM THE PROPERTY LINE
-TURF SLOPES SHALL NOT EXCEED 3:1
- ALL PLANTS SHALL BE GUARANTEED FOR 12 MONTHS

✕ TREE REMOVAL

AREA TO BE SODDED = 9,878 SF

MNDOT WET AREA SEED MIX 33-261 (INFILTRATION) = 8875 SF

AcM 3 — PLANT NAME / QUANTITY

DG STD. SEEDING, SODDING, LANDSCAPING, AND IRRIGATION REQUIREMENTS:

LAWN SEEDING AND SODDING NOTES:

1. ALL LAWNS FROM FACE OF THE BUILDING AND ON THE SIDE WHERE THERE IS PARKING OR A STREET ARE REQUIRED TO BE FULLY SODDED. ALL OTHER LANDSCAPE AREAS TO RECEIVE SEED.
2. AREAS TO RECEIVE SEED OR SOD SHALL BE CLEAN OF DEBRIS AND FREE OF WEEDS.
3. SEED MIX TO BE DROUGHT TOLERANCE FESCUE OR REGIONAL SPECIFIC BLEND. 1/4 TO 1/3 OF THE SEED MIXTURE TO BE ANNUAL RYE TO AIDE IN LIMITING EROSION OF PERENNIAL SEED DURING GERMINATION.
4. STRAW SHALL BE THRESHED STRAW OF HAY, OATS, WHEAT, BARLEY, OR RYE. SPREAD AT A RATE OF 2 1/2 TONS PER ACRE. STRAW, NETTING, AND OTHER ANTI-EROSION MATERIALS TO BE REMOVED AFTER ESTABLISHED LAWN.
5. MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER SEEDING. WATER REGULARLY TO KEEP LAWN AREAS MOIST TO MAXIMIZE GERMINATION AND MAINTAIN OPTIMUM GROWTH AND SURVIVAL TO ACHIEVE AN ACCEPTABLE STAND OF ESTABLISHED LAWN PRIOR TO THE STORE POSSESSION DATE, FREE OF ERODED OR BARE AREAS.

LANDSCAPE NOTES:

1. CONTRACTOR SHALL PROVIDE LANDSCAPING IN ACCORDANCE WITH JURISDICTION REQUIREMENTS.
2. ALL SOIL USED FOR PLANTING SHALL CONSIST OF REGIONALLY APPROPRIATE SOILS.
3. ALL PLANTING BEDS SHALL HAVE A MINIMUM 3" DEPTH OF MULCH, WITH EDGING AS REQUIRED.
4. ALL TREES LOCATED IN SOD AREAS SHALL HAVE A MULCH RING AROUND THEM WITH EDGING.
5. ALL PLANTINGS SHALL BE THOROUGHLY WATERED BY THE LANDSCAPE CONTRACTOR AT THE TIME OF THE PLANTINGS.
6. PRIOR TO FINAL ACCEPTANCE OF STORE BY DOLLAR GENERAL, THE SITE SHALL BE CLEAN OF ALL DEBRIS AND TRASH, AND MEET ALL REQUIREMENTS OUTLINED ABOVE.
7. MAXIMUM SLOPE CUTS SHALL NOT EXCEED 4:1. ALL DISTURBED GRADES GREATER THAN 8:1 SHALL BE STABILIZED BY SODDING. SODDING PINS ARE TO BE USED ON ALL 4:1 GRADES.
8. VEGETATION AT ENTRY SHOULD BE LOW TO ENSURE VISIBILITY OF STORE.
9. IF TREES ARE REQUIRED IN FRONT OF BUILDING, SELECT SMALL LEAFED, NON DENSE SPECIES THAT WILL NOT INTERFERE WITH THE VISIBILITY OF STORE. THE SPACING SHALL CREATE VISUAL CORRIDORS TO STORE.

IRRIGATION NOTES:

1. ALL LANDSCAPE AREAS AND LAWNS ADJACENT TO PAVED AREAS AND/OR STREETS ARE TO BE FULLY IRRIGATED.
2. IRRIGATION SYSTEM TO INCLUDE ALL SPRAY HEADS, VALVES AND CONTROLLERS.
3. A SEPARATE METER AND BACKFLOW PREVENTER WILL BE REQUIRED.
4. LOCATE HEADS A MINIMUM OF 2'-0" FROM EDGE OF PAVEMENT / CURB.

PLANT SCHEDULE

PLAN KEY	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
	CANOPY DECIDUOUS TREES			
AcM	ACER RUBRUM	RED MAPLE	2" cal.	3
QuO	QUERCUS MACROCARPA	BUR OAK	2" cal.	4
	ORNAMENTAL TREES			
CoD	CORNUS	DOGWOOD	2" cal.	3
	EVERGREEN TREES			
PaS	PICEA ABIES	NORWAY SPRUCE	6' ht.	6
PiS	PINUS STROBUS	WHITE PINE	6' ht.	6
PiG	PICEA GLAUCA	WHITE SPRUCE	6' ht.	4
	DECIDUOUS SHRUBS			
PfG	POTENTILLA FRUTICOSA	GOLDFINGER POTENTILLA	2'	32
ViN	VIBURNUM PLICATUM TOMENTOSUM	NEWPORT VIBURNUM	2'	32
	EVERGREEN SHRUBS			
JpS	JUNIPEROUS X PFITZERIANA	SEA GREEN JUNIPER	2'	15
TmT	TAXUS MEDIA	TAUNTON YEW	2'	12

SECTION 10-20-4 LANDSCAPING REQUIREMENTS FOR B-2 COMMERCIAL ZONING

MIN REQUIRED TREES = 10640 / 320 = 33.3"
33.3 / 2" MIN CALIPER TREE = 17 TREES

MIN. NUMBER OF DECIDUOUS TREES:
17 x 25% = 5 TREES; PROVIDED 7 TREES

MIN. NUMBER OF EVERGREEN TREES:
17 x 25% = 5 TREES; PROVIDED 7 TREES

MIN. NUMBER OF ORNAMENTAL TREES:
17 x 10% = 2 TREES; PROVIDED 3 TREES

1 TREE PER 60 FT OF PARKING PERIMETER:
255/60 = 4.3, 5 TREES PROVIDED

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

Print Name: RODNEY PARROTT
Signature:
Date 2-6-22 License # 49682

GSOC

800-252-1166
www.gopherstateonecall.org

UTILITY DISCLAIMER

EXISTING UNDERGROUND UTILITIES AND BURIED STRUCTURES IN THE VICINITY OF THE WORK TO BE PERFORMED HEREIN ARE INDICATED ON THE DRAWINGS ONLY TO THE EXTENT THAT SUCH INFORMATION HAS BEEN MADE AVAILABLE TO OR DISCOVERED BY THE ENGINEER IN THE PREPARATION OF THE DRAWINGS. THERE IS NO GUARANTEE AS TO THE ACCURACY OR THE COMPLETENESS OF SUCH INFORMATION AND ALL RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS THEREOF IS EXPRESSLY DISCLAIMED

DOLLAR GENERAL®

SAINT FRANCIS, MN 55001
Store Development #19475

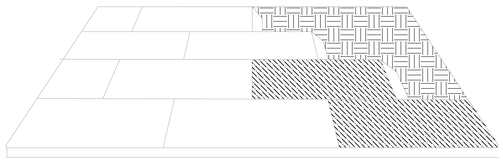
NO.	DATE	DESCRIPTION	BY
1	8/31/22	REV FOR 25% MAX GENUS	RP

Overland ENGINEERING, LLC
1508 IMPERIAL CTR., STE. 2009 WEST PLAINS, MO 65775
PHONE: (417) 256-8150 FAX: (417) 256-8152
rusty@overlandeng.com

DOLLAR GENERAL
SAINT FRANCIS, MN
LANDSCAPE PLAN

SHEET
C5

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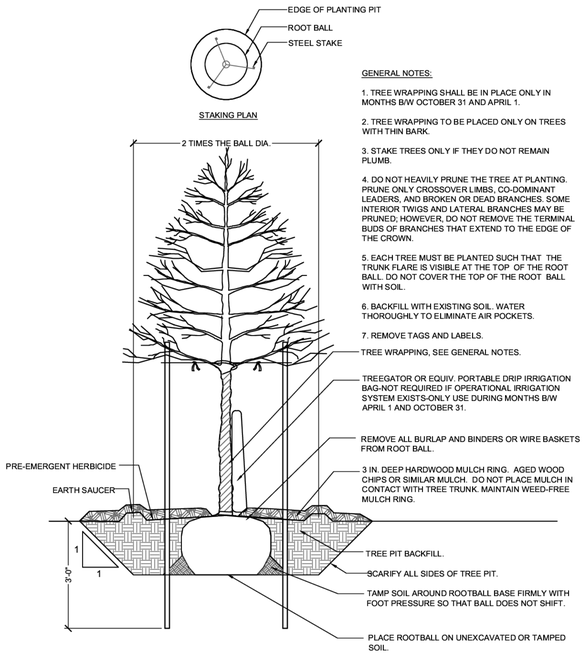


LAY SOD IN A STAGGERED PATTERN WITH STRIPS BUTTED TIGHTLY AGAINST EACH OTHER

ON SLOPE > 3:1 USE PEGS OR STAPLES TO FASTEN SOD FIRMLY AT THE CORNERS AND CENTERS.

INSTALLATION OF GRASS SOD

NOT TO SCALE

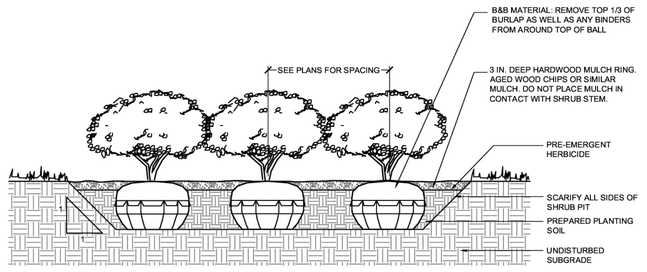


GENERAL NOTES:

1. TREE WRAPPING SHALL BE IN PLACE ONLY IN MONTHS B/W OCTOBER 31 AND APRIL 1.
2. TREE WRAPPING TO BE PLACED ONLY ON TREES WITH THIN BARK.
3. STAKE TREES ONLY IF THEY DO NOT REMAIN PLUMB.
4. DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED; HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
5. EACH TREE MUST BE PLANTED SUCH THAT THE TRUNK FLARE IS VISIBLE AT THE TOP OF THE ROOT BALL. DO NOT COVER THE TOP OF THE ROOT BALL WITH SOIL.
6. BACKFILL WITH EXISTING SOIL. WATER THOROUGHLY TO ELIMINATE AIR POCKETS.
7. REMOVE TAGS AND LABELS.

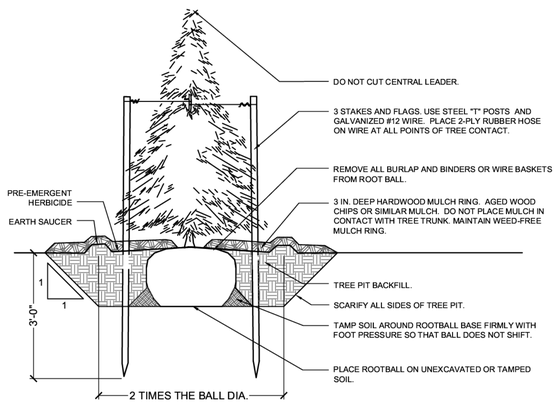
TREE PLANTING DETAIL

SCALE: N.T.S



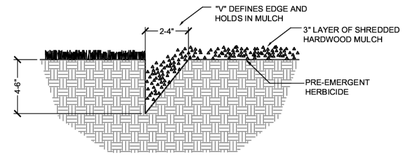
SHRUB PLANTING DETAIL

SCALE: N.T.S



EVERGREEN TREE PLANTING DETAIL

SCALE: N.T.S



V-CUT LANDSCAPE BED EDGE DETAIL

SCALE: N.T.S

LANDSCAPE NOTES:

1. ALL PLANTING BEDS SHALL HAVE A MINIMUM 3" DEPTH OF MULCH, WITH EDGING AS REQUIRED.
2. ALL TREES LOCATED IN SOD AREAS SHALL HAVE A MULCH RING AROUND THEM WITH EDGING.
3. ALL PLANTINGS SHALL BE THOROUGHLY WATERED BY THE LANDSCAPE CONTRACTOR AT THE TIME OF THE PLANTINGS.
4. MAXIMUM GRADING SHALL NOT EXCEED 3:1.
5. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING ALL VEGETATION AND REGIONAL APPROPRIATE LANDSCAPING.

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

Print Name: RODNEY PARROTT

Signature:

Date 7-6-22 License # 49682

DOLLAR GENERAL

SAINT FRANCIS, MN 55601
Store Number: 19475
Store Type: DGMarket (Urban)

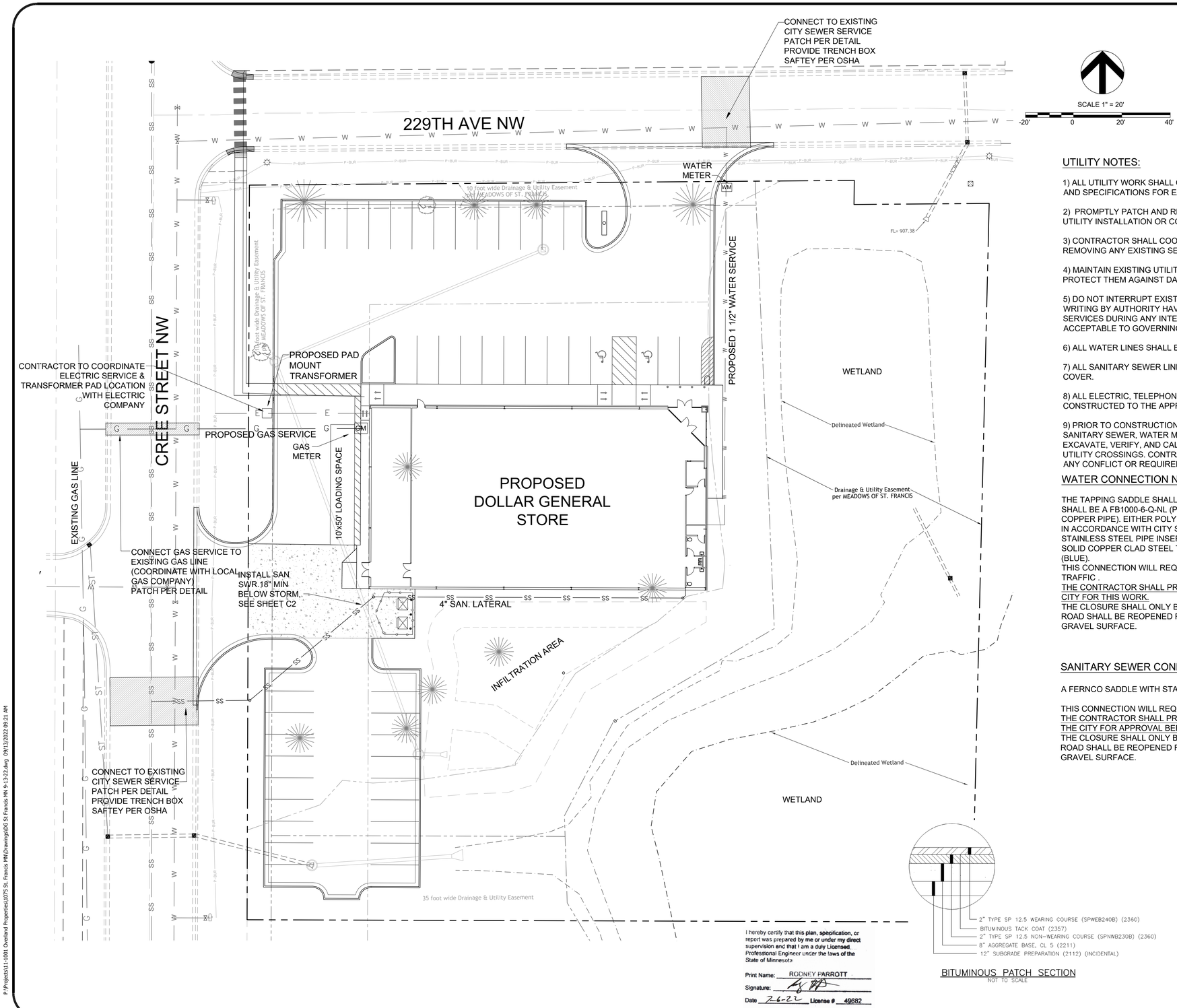
NO.	DATE	DESCRIPTION	BY

Overland ENGINEERING, LLC
1598 IMPERIAL CTR., STE. 2009 WEST PLAINS, MO 65775
PHONE: (417) 256-8150 FAX: (417) 256-8152
rusty@overlandeng.com

DOLLAR GENERAL
SAINT FRANCIS, MN
LANDSCAPE DETAILS

SHEET
C5.1

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UTILITY NOTES:

1) ALL UTILITY WORK SHALL CONFORM TO THE LATEST STANDARD DETAILS AND SPECIFICATIONS FOR EACH UTILITY PROVIDER

2) PROMPTLY PATCH AND REPAIR ADJACENT CONSTRUCTION DISTURBED BY UTILITY INSTALLATION OR CONNECTION.

3) CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITIES BEFORE REMOVING ANY EXISTING SERVICE CONNECTIONS.

4) MAINTAIN EXISTING UTILITIES THAT ARE TO REMAIN IN SERVICE AND PROTECT THEM AGAINST DAMAGE DURING UTILITY INSTALLATION.

5) DO NOT INTERRUPT EXISTING UTILITIES, EXCEPT WHEN AUTHORIZED IN WRITING BY AUTHORITY HAVING JURISDICTION. PROVIDE TEMPORARY SERVICES DURING ANY INTERRUPTION TO EXISTING FACILITIES, AS ACCEPTABLE TO GOVERNING AUTHORITIES.

6) ALL WATER LINES SHALL BE SDR9 PVC WITH 42" MINIMUM COVER.

7) ALL SANITARY SEWER LINES SHALL BE SDR35 PVC WITH 42" MINIMUM COVER.

8) ALL ELECTRIC, TELEPHONE, AND GAS SERVICE LINES SHALL BE CONSTRUCTED TO THE APPROPRIATE UTILITY COMPANY SPECIFICATIONS.

9) PRIOR TO CONSTRUCTION OF OR CONNECTION TO ANY STORM DRAIN, SANITARY SEWER, WATER MAIN, OR OTHER UTILITY, THE CONTRACTOR SHALL EXCAVATE, VERIFY, AND CALCULATE ALL POINTS OF CONNECTION AND ALL UTILITY CROSSINGS. CONTRACTOR SHALL NOTIFY THE OWNER/DEVELOPER OF ANY CONFLICT OR REQUIRED DEVIATION FROM THE PLAN.

WATER CONNECTION NOTES:

THE TAPPING SADDLE SHALL BE A FORD FS303 AND THE CORPORATION STOP SHALL BE A FB1000-6-Q-NL (POLYETHYLENE PIPE) OR FORD FB600-NL (TYPE K COPPER PIPE). EITHER POLYETHYLENE OR TYPE K SERVICE PIPE IS ALLOWABLE IN ACCORDANCE WITH CITY STANDARDS. HDPE PIPE REQUIRES TYPE 304 STAINLESS STEEL PIPE INSERTS/STIFFENERS AT ALL CONNECTIONS AND #12 AWG SOLID COPPER CLAD STEEL TRACER WIRE WITH 30 MIL HDPE INSULATING JACKET (BLUE).
THIS CONNECTION WILL REQUIRE THAT 229TH AND CREE STREET IS CLOSED TO TRAFFIC .
THE CONTRACTOR SHALL PROVIDE TEMPORARY TRAFFIC CONTROL PLAN TO THE CITY FOR THIS WORK.
THE CLOSURE SHALL ONLY BE ALLOWABLE BETWEEN 8 AM AND 5 PM, AND THE ROAD SHALL BE REOPENED FOR TRAFFIC EACH NIGHT WITH AT LEAST A GRAVEL SURFACE.

SANITARY SEWER CONNECTION NOTES:

A FERNCO SADDLE WITH STAINLESS STEEL STRAPS SHALL BE UTILIZED.

THIS CONNECTION WILL REQUIRE THAT CREE STREET IS CLOSED TO TRAFFIC .
THE CONTRACTOR SHALL PROVIDE TEMPORARY A TRAFFIC CONTROL PLAN TO THE CITY FOR APPROVAL BEFORE THIS WORK.
THE CLOSURE SHALL ONLY BE ALLOWABLE BETWEEN 8 AM AND 5 PM, AND THE ROAD SHALL BE REOPENED FOR TRAFFIC EACH NIGHT WITH AT LEAST A GRAVEL SURFACE.

BITUMINOUS PATCH SECTION
NOT TO SCALE

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

Print Name: RODNEY PARROTT

Signature:

Date 7-6-22 License # 49682

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UTILITY DISCLAIMER

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DOLLAR GENERAL

STORE ADDRESS
Store Address Will Be Assigned by Local Jurisdiction Prior to Construction

NO.	DATE	DESCRIPTION	BY

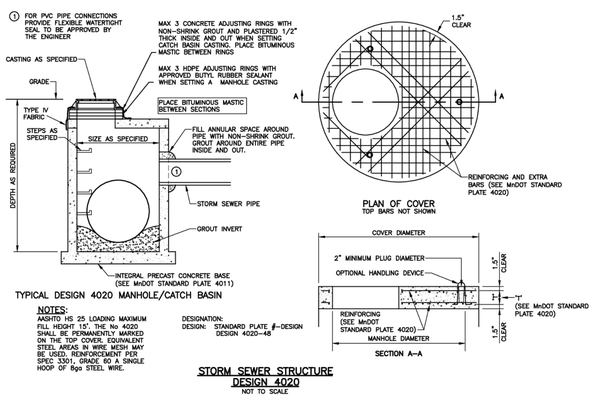
Overland ENGINEERING, LLC
1598 IMPERIAL CIR., STE. 2009 WEST PLAINS, MO 65775
PHONE: (417) 256-8150 FAX: (417) 256-8152
rusty@overlandeng.com

DOLLAR GENERAL
ST FRANCIS, MN

SITE UTILITY PLAN

SHEET
C6

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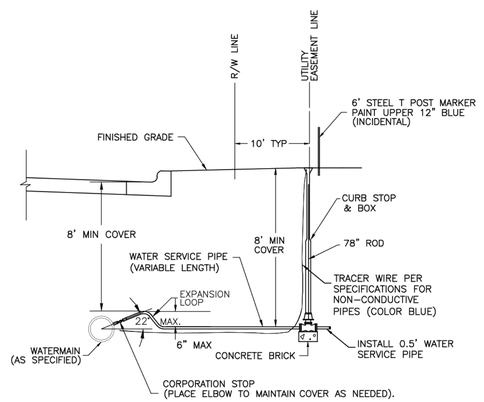
NOTES:
AASHTO HS 25 LOADING MAXIMUM FILL HEIGHT 15'. THE No 4020 SHALL BE PERMANENTLY MARKED ON THE TOP COVER. EQUIVALENT STEEL AREAS IN WIRE MESH MAY BE USED. REINFORCEMENT PER SPEC 3301, GRADE 60 A SINGLE HOOP OF #go STEEL WIRE.

DESIGNATION:
DESIGN: STANDARD PLATE #-DESIGN DESIGN 4020-48

STORM SEWER STRUCTURE DESIGN 4020
NOT TO SCALE

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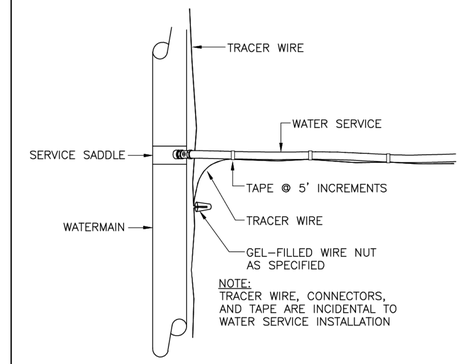
BOLTON & MENK, INC. Consulting Engineers & Surveyors — MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN WILLMAR, MN CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN ROCHESTER, MN AMES, IA SPENCER, IA	STORM SEWER STRUCTURE DESIGN 4020	City of St. Francis	DATE: 07/2013
			STD. DETAIL 4-105



WATER SERVICE INSTALLATION NEW CONSTRUCTION
NOT TO SCALE

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			STD. DETAIL 6-101

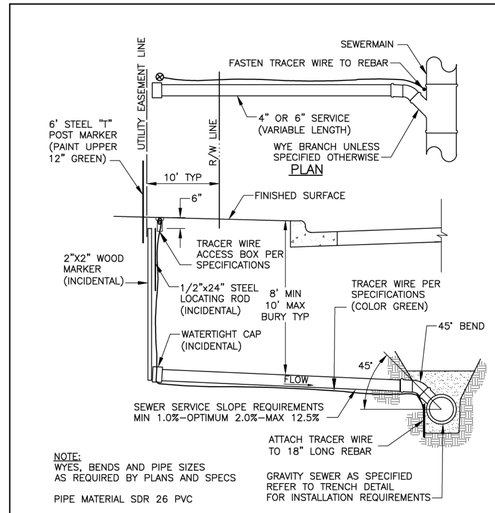


NOTE:
TRACER WIRE, CONNECTORS, AND TAPE ARE INCIDENTAL TO WATER SERVICE INSTALLATION

WATER SERVICE TRACER WIRE CONNECTION
NOT TO SCALE

Y:\STFR\2013 Details\STFR_6-102.dwg

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			STD. DETAIL 6-102



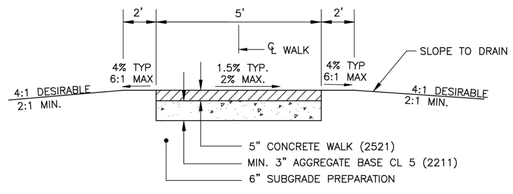
NOTE:
WYES, BENDS AND PIPE SIZES AS REQUIRED BY PLANS AND SPECS

PIPE MATERIAL SDR 26 PVC

SANITARY SEWER SERVICE, NEW CONSTRUCTION
NOT TO SCALE

Y:\STFR\2013 Details\STFR_5-101.dwg

BOLTON & MENK, INC. Consulting Engineers & Surveyors — MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN WILLMAR, MN CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN ROCHESTER, MN AMES, IA SPENCER, IA	SANITARY SEWER SERVICE NEW CONSTRUCTION	City of St. Francis	DATE: 07/2013
			STD. DETAIL 5-101



NOTE:

EXPANSION JOINTS SHALL BE REQUIRED ON BOTH SIDES OF DRIVEWAY.

CONCRETE SIDEWALK DETAIL
NOT TO SCALE

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BOLTON & MENK, INC. Consulting Engineers & Surveyors — MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN WILLMAR, MN CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN ROCHESTER, MN AMES, IA SPENCER, IA	CONCRETE SIDEWALK DETAIL	City of St. Francis	DATE: 07/2013
			STD. DETAIL 1-700

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

Print Name: RODNEY PARROTT

Signature:

Date 7-6-22 License # 49682

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800.892.0123

UTILITY DISCLAIMER

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DOLLAR GENERAL®

STORE ADDRESS
Store Address Placeholder
Store Address Placeholder, ST 12345

NO.	DATE	DESCRIPTION	BY

Overland ENGINEERING, LLC
1598 IMPERIAL CTR., STE. 2009 WEST PLAINS, MO 65775
PHONE: (417) 256-8150 FAX: (417) 256-8152
rusty@overlandeng.com

DOLLAR GENERAL
ST FRANCIS, MN
CITY UTILITY DETAILS

SHEET
C6.1

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EXHIBIT C

ENCROACHMENT AGREEMENT FOR PRIVATE USE OF PUBLIC PROPERTY

This Encroachment Agreement For Private Use of Public Property (hereinafter Agreement") is made this ____ day of _____, 2023, between the CITY OF ST. FRANCIS, Minnesota, a Minnesota municipal corporation (the "City"), and DGOGSaintfrancismn07072021, LLC, a corporation under the laws of the State of Missouri ("Owner").

RECITALS:

A. The Owner is the fee owner of property located in the City of St. Francis, Minnesota (the "Owner's Property"), legally described as:

B. The Owner's Property is abutted by City Property that includes a City storm water pipe.

C. Owner and City have entered into the certain SITE IMPROVEMENT PERFORMANCE AGREEMENT dated the _____, 2023 (hereinafter "Site Agreement") related to Owner's construction on the Property of a commercial building for a Dollar General Store ("Improvements").

D. As part of its Improvements, the Owner desires to construct and install a parking lot and parking lot curb, and other necessary Improvements within the City Property as located, identified, and described on the plans ("Plans") attached hereto as **Exhibit A**-1 ("Encroachment").

E. City is willing to permit the Encroachment as depicted on Exhibit A-1, subject to the terms and conditions of this Agreement.

AGREEMENT

In consideration of the foregoing and the mutual covenants herein, the parties agree as follows:

1. RECITALS. The recitals set forth above are incorporated herein.

2. PUBLIC PROPERTY. The Owner acknowledges that the Improvements encroach on City Property.

3. ENCROACHMENT CONSTRUCTION. City grants Owner the right to and Owner hereby assumes the responsibility to construct, maintain, and repair, the Encroachment in accordance with all applicable laws and regulations (collectively referred to as the "Encroachment Construction") in the locations identified on **Exhibit A-1** and subject to the terms set forth in this Agreement. Responsibility for the Encroachment Construction shall be that of the Owner. The Owner shall perform, as and when necessary, and pay the cost for, the construction, maintenance and repair of the Encroachment as may be reasonably necessary to maintain the Improvements in good and aesthetic condition and repair. The City shall retain the right to manage the City Property as provided in state statutes and city code. The City shall also retain the right to monitor the Encroachment Construction to confirm that it is being completed in accordance with the Plans.

4. ENCROACHMENT REMOVAL. In the event that any portion of the Encroachment needs to be removed or relocated because, in the professional judgment of the City Engineer, it interferes with the City's use, maintenance, or repair of the City Property, then the Owner shall perform and pay the cost for such removal. If the Owner fails to remove the Improvements, and the City incurs costs to remove them, then the Owner shall be responsible to the City for the costs associated with the removal of those Improvements.

5. INDEMNITY. The Owner shall indemnify, defend and hold the City and its employees, contractors, agents, representatives, elected and appointed officials, and attorneys harmless from any and all claims, damages, losses, costs and expenses, including attorneys' fees, arising from, based on, or related to the encroachment of the Encroachment on the City Property, including, but not limited to, any claim asserted against the City as a result of the installation, placement, building erection, maintenance, occupation or use of the Encroachment and/or failure of the Owner to maintain the Encroachment in such a condition as to prevent against injury to persons or property, except that this indemnity shall not apply to any claims arising out of the sole gross negligence or willful misconduct of the City or its employees or agents.

6. INSURANCE. During the course of the initial construction of the Encroachment, Owner and its general contractor shall maintain a commercial general liability insurance policy, naming City as an additional insured, which provides coverage for damage to the property of others or injury or death to persons. Such coverage shall be on an occurrence basis and shall include contractual liability coverage with respect to the indemnity obligation in Paragraph 5 above. Said policy shall contain a clause which provides the insurer will not non-renew, or materially change the policy without first providing the City thirty (30) days prior written notice. The Owner shall provide the City with a Certificate of Insurance for such coverage that specifically details the conditions in Paragraphs 5 and 7 of this Agreement. Following completion of the initial construction of the Encroachment, and for so long as the Encroachment remains on, under, or within City Property, Owner shall maintain commercial general liability insurance with the following minimums: $1 million individual occurrence and $2 million aggregate insurance. Said policy shall contain a clause which provides the insurer will not non-renew, or materially change the policy without first providing the City thirty (30) days prior written notice.

7. WAIVER OF CLAIMS. The Owner knowingly and voluntarily waives and releases any and all claims against the City arising from, based on, or related to Owner being

permitted to maintain the Encroachment in the City Property as permitted by this Agreement, including but not limited to claims of abandonment, diminution in value, takings and contractual claims arising out of this Agreement, except any claims which are the result of the sole negligence or willful misconduct of the City or its employees or agents. The Owner acknowledges being represented by legal counsel in connection with this Agreement, and that the Owner has read and understands the terms of this Agreement.

8. CONDITION OF PUBLIC PROPERTY. The Owner acknowledges the City has made no representations or warranties regarding the condition of the City Property or its suitability for the uses permitted by this Agreement.

9. NO VESTED RIGHTS. This Agreement shall confer on Owner only those rights expressly granted herein and shall not constitute or be construed as creating or establishing any other right of the Owner to the area encroached upon.

10. TERMINATION. In the event the Owner fails to comply with paragraphs 3, 4, 5 or 6, of this Agreement, then upon 60 days written notice to the Owner of such failure(s), the City may terminate this Agreement. The provisions of paragraphs 4 and 5 of this Agreement shall expressly survive any termination of this Agreement. The City shall not terminate this agreement if the Owner cures such failures within the 60 days written notice period.

11. ADDITIONAL ENCROACHMENT CONDITIONS. Owner hereby agrees to the following additional conditions:

A. The Encroachment shall be located as depicted in the attached **Exhibit A-1**.

B. Owner shall secure from City all required municipal permits prior to any construction of the Encroachment within the City Property.

C. The Encroachment and all work completed in relation thereto shall be in accordance with the City's current standards and ordinances and other applicable laws and/or regulations in effect as of the Effective Date.

D. The Owner shall coordinate to remove or relocate any portion of the Encroachment within City Property at the Owner's sole expense that the City deems, in its sole discretion, needs to be relocated or removed as a result of repairs, improvement or changes to the City Property.

E. The Owner must provide record drawings of the Encroachment and any other portion of the Encroachment left in-place to the City upon completion of the work.

12. BINDING EFFECT AND ASSIGNMENT. This Agreement shall run with the Owner's Property in perpetuity and bind and inure to the benefit of the Owner's Property, the parties hereto and their respective successors and assigns.

13. ENTIRE AGREEMENT. This Agreement contains all the terms and conditions relating to the Encroachment and replaces any oral agreements or other negotiations between the parties. No modifications of this Agreement shall be valid until they have been placed in writing and signed by all parties hereto.

14. RECORDING. The Owner shall cause this Agreement to be filed for record against the Owner's Property with the Anoka County Recorder and Registrar of Titles (as applicable) immediately after execution.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, Developer and City have executed this Encroachment Agreement as of the day and year above first written.

CITY OF ST. FRANCIS

BY: _____
Steven D. Feldman
ITS: Mayor
(SEAL)

BY: _____
Jennifer Wida
ITS: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Steven D. Feldman and by Jennifer Wida, respectively the Mayor and City Clerk of the City of St. Francis, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
NOTARY PUBLIC

DGOGSaintfrancismn07072021, LLC
A Missouri corporation

BY: _____

ITS: _____

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____ the _____ of DGOGSaintfrancismn07072021, LLC, a Missouri corporation, on behalf of the corporation.

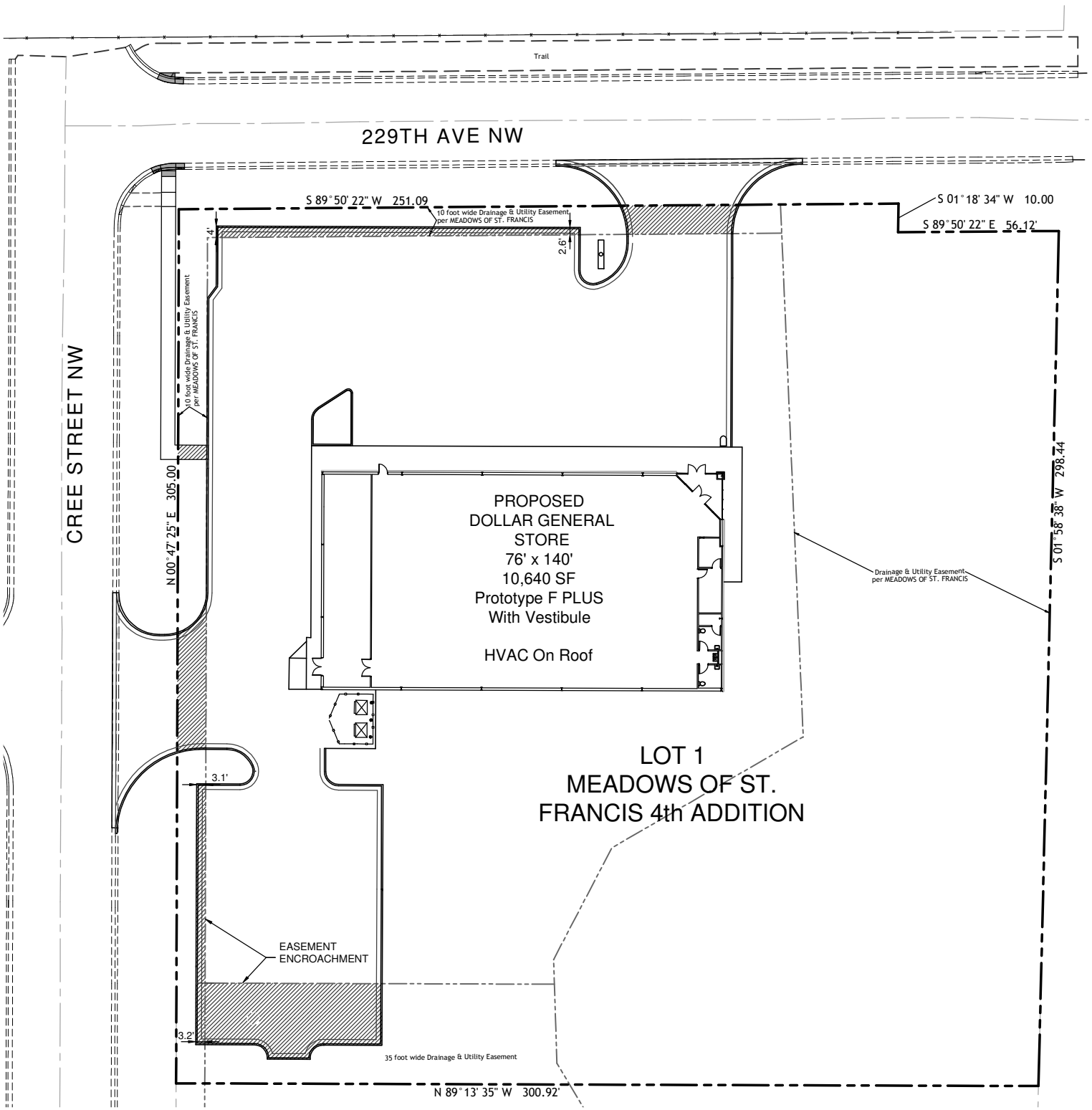
_____
NOTARY PUBLIC

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

EXHIBIT A-1

ENCROACHMENT PLANS

See attached.



UTILITY EASEMENT ENCROACHMENTS

EASEMENT ENCROACHMENT AREA

City of St. Francis

CITY COUNCIL AGENDA REPORT

TO: St. Francis City Council

FROM: Beth Richmond, Planner

SUBJECT: City Hall/Fire Station Site Plan

DATE: May 15, 2023

LOCATION: South of Bridge Street between Ambassador Blvd NW and Woodbine Street NW (PINs:32-34-24-34-0009, 32-34-24-34-0010, 32-34-24-34-0011, 32-34-24-34-0012, 32-34-24-34-0013, 32-34-24-34-0014, 32-34-24-34-0015, 32-34-24-34-0016)

COMP PLAN: Public/Institutional

ZONING: B-1 Central Business

OVERVIEW:

City Staff and their consultant teams have been working on plans to construct a new City Hall/Fire Station on the site of the existing fire station at 3740 Bridge St NW. Today, the site consists of 8 individual parcels which will be combined into a single parcel prior to the construction of the new city hall/fire station. Site plan review is required for any new construction of institutional principal building, therefore, City Administrator Kate Thunstrom has applied for site plan review for the new city hall/fire station.



PLANNING COMMISSION REVIEW

The Planning Commission reviewed the site plan at their meeting on April 19, 2023. The Commissioners asked for an updated on the timeline for construction, and Staff shared that construction is anticipated to start this summer with occupancy in February/March of 2025. The Commissioners also discussed how the site, especially fire truck access, may be impacted by the functions of the Post Office across the street, and Commissioners noted that there is often street parking on Woodbine due to the limited size of the Post Office parking lot. Staff has reviewed this concern and discussed several potential options for the City to exercise if needed to ensure that there are not any issues for fire truck egress with this parking activity.

Following their discussion, the Commission unanimously recommended approval of the site plan for the City Hall/Fire Station.

SITE PLAN UPDATE

Following the Planning Commission meeting on April 19, the applicant and consultant teams have continued to work to address several design elements which were identified by Staff and Anoka County. The following section provides an update on proposed changes to the site plan.

Anoka County Comments

Anoka County has reviewed the proposed site plan and has requested that the City dedicate an additional 27’ of right-of-way (ROW) along Ambassador Blvd NW and an additional 10’ of ROW along Bridge St NW to allow for future roadway expansion per County standards. A 25’ triangular section on the corner of Ambassador Blvd NW and Bridge St NW is also requested to reserve space for a potential future roundabout at this intersection. The City’s consultant teams have revised the site plan in accordance with the County’s requests. The ROW dedication resulted in changes to the layout of the site and building including:

- Loss of one fire bay for a new total of 4 (5 bays originally proposed)
- Reduction in the size of the public parking lot on the west side from 46 stalls to 30
- Reduced plaza area

City Staff is in discussion with Anoka County relative to these changes and preferred streetscape design along Ambassador Blvd NW and Bridge St NW. The City is committed to upholding the Bridge Street design guidelines to model future development along the corridor.

Parking Lot Update

The parking lot in the northwest corner of the site has been shifted several feet to the south in order to meet the 5’ setback requirement from any right-of-way.

Façade Transparency

In the B-1 district, all street-facing building walls are required to be at least 30% transparent. This requirement has been achieved by enlarging the windows on the north and east sides of the building and using spandrel window panels where necessary.

Screening of Mechanical Equipment

Screening of rooftop and ground-mounted mechanical equipment is required in order to mitigate noise. Rooftop mechanical equipment is planned for the City Hall/Fire Station. This equipment will be located close to the center of the building and will not be visible from any street. No additional screening of mechanical equipment is necessary.

ACTION TO BE CONSIDERED:

Based on the Planning Commission's recommendation of approval for the City Hall/Fire Station site plan, a draft approval resolution has been prepared and is attached for your consideration.

Suggested Motion

1. Move to approve Resolution 2023-25 approving the site plan for the City Hall/Fire Station with conditions and findings of fact as presented by Staff.

ATTACHMENTS:

- Draft Approval Documents
  - Resolution 2023-25 – Site Plan
- Revised Plans
  - Site Plan
  - Architectural
  - Landscaping
- Planning Commission Memo for April 19, 2023 meeting

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

RESOLUTION 2023-25

A RESOLUTION APPROVING A SITE PLAN FOR CITY HALL/FIRE STATION

WHEREAS, the applicant, City Administrator Kate Thunstrom, has requested site plan approval for the construction of a new municipal building; and

WHEREAS, the property is legally described in Exhibit A;

WHEREAS, the property is zoned B-1 Central Business; and

WHEREAS, municipal administrative and services buildings are permitted in the B-1 Central Business District; and

WHEREAS, on April 19, 2023, the Planning Commission unanimously recommended approval of the requested site plan; and

WHEREAS, on May 15, 2023, the City Council of the City of St. Francis considered the submitted site plan and how it might affect public health, safety, or welfare and found that the project will not negatively impact the public health, safety, or welfare.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Francis hereby approves the requested site plan based on the following findings of fact:

1. The site plan is consistent with the Comprehensive Plan with proposed conditions.
2. The site plan meets the standards listed in the City Zoning Code with proposed conditions.

BE IT FURTHER RESOLVED that approval of the site plan shall be subject to the following conditions:

1. Applicant shall combine all parcels into a single parcel as shown in Exhibit B prior to obtaining a building permit for the site.
2. Applicant shall work with Anoka County to determine streetscape and landscape plans for the ROW along Bridge St NW in conformance with the Bridge Street design guidelines.
3. Applicant shall address all comments from Anoka County related to access and right-of-way.
4. Lighting
    a. The applicant shall provide lighting specification sheets demonstrating that all lighting is contained within cutoff fixture(s).

b. All non-public outdoor light fixtures lighting areas other than the building façade shall be set back a minimum of 10 feet from any street right-of-way.

5. Applicant shall install a fence or other similar improvement along the south property line to mitigate the effect of headlights onto the residential property to the south.
6. All signage shall meet Code requirements and shall be reviewed through the sign permit process.

Approved and adopted by the City Council of the City of St. Francis on the 15th day of May, 2023.

_____
Steven D. Feldman, Mayor

_____ _____
Attest: Jennifer Wida, City Clerk Dated

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

EXHIBIT A

KNOW ALL PERSONS BY THESE PRESENTS: That the City of St. Francis, a Minnesota Municipal Corporation under the laws of the State of Minnesota, owner of the following described property:

Lot 5, Block 2, Village of St. Francis, according to the plat thereof on file and of record in the office of the County Recorder, Anoka County, Minnesota

ALSO

Lot 8, Block 2, Village of St. Francis, except the East 20 feet thereof, Anoka County, Minnesota.

ALSO

The North 100 feet of Lot 9 and the East 20 feet of the North 100 feet of Lot 8, Block 2, Village of St. Francis, Anoka County, Minnesota.

ALSO

Lot Nine (9), Block Two (2), Village of St. Francis, except the North One hundred (100) feet thereof, and the East twenty (20) feet of Lot Eight (8), Block Two (2), Village of St. Francis, except the North one hundred (100) feet thereof, according to the map or plat thereof on file and of record in the office of the Register of Deeds in and for Anoka County, Minnesota.

TOGETHER WITH

KNOW ALL PERSONS BY THESE PRESENTS: That St. Francis ADA, a Minnesota Municipal Corporation under the laws of the State of Minnesota, owner of the following described property:

The North 95 feet of Lots 6 and 7, Block 2, Village of St. Francis, according to the plat thereof on file and of record in the office of the County Recorder, Anoka County, Minnesota.

ALSO

Lots 6 and 7, Block 2, Village of St. Francis, EXCEPT the North 95 feet of said Lots, according to the plat thereof on file and of record in the office of the County Recorder, Anoka County, Minnesota.

ALSO

Lot 4, Block 2, Village of St. Francis, according to the plat thereof on file and of record in the office of the County Recorder, Anoka County, Minnesota.

ALSO

The North Half of Lot 3, Block 2, Village of St. Francis, according to the plat thereof on file and of record in the office of the County Recorder, Anoka County, Minnesota.

Said tract of land is also referred to in the chain of title as the North 33 feet of Lot 3, Block 2, said Village of St. Francis.

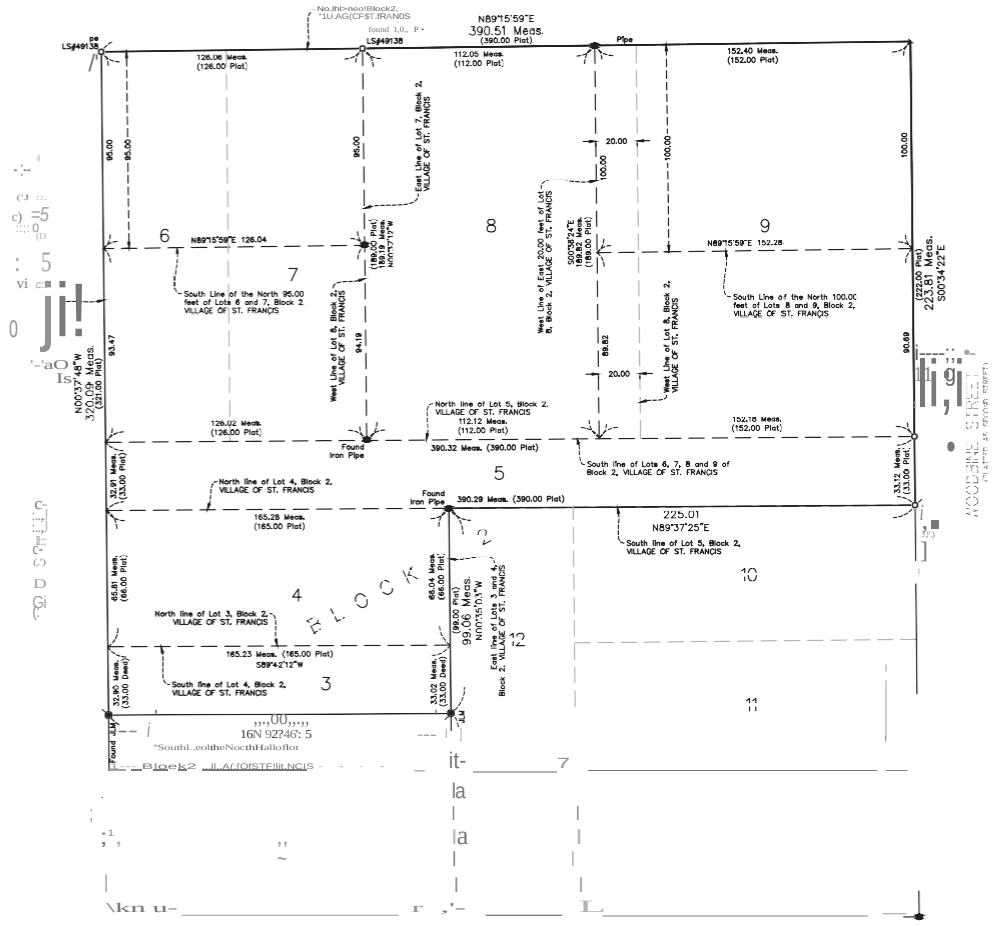
Has caused the same to be surveyed and platted as VILLAGE OF ST. FRANCIS CITY HALL ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as shown on this plat.

EXHIBIT B

Agenda Item # 9G.

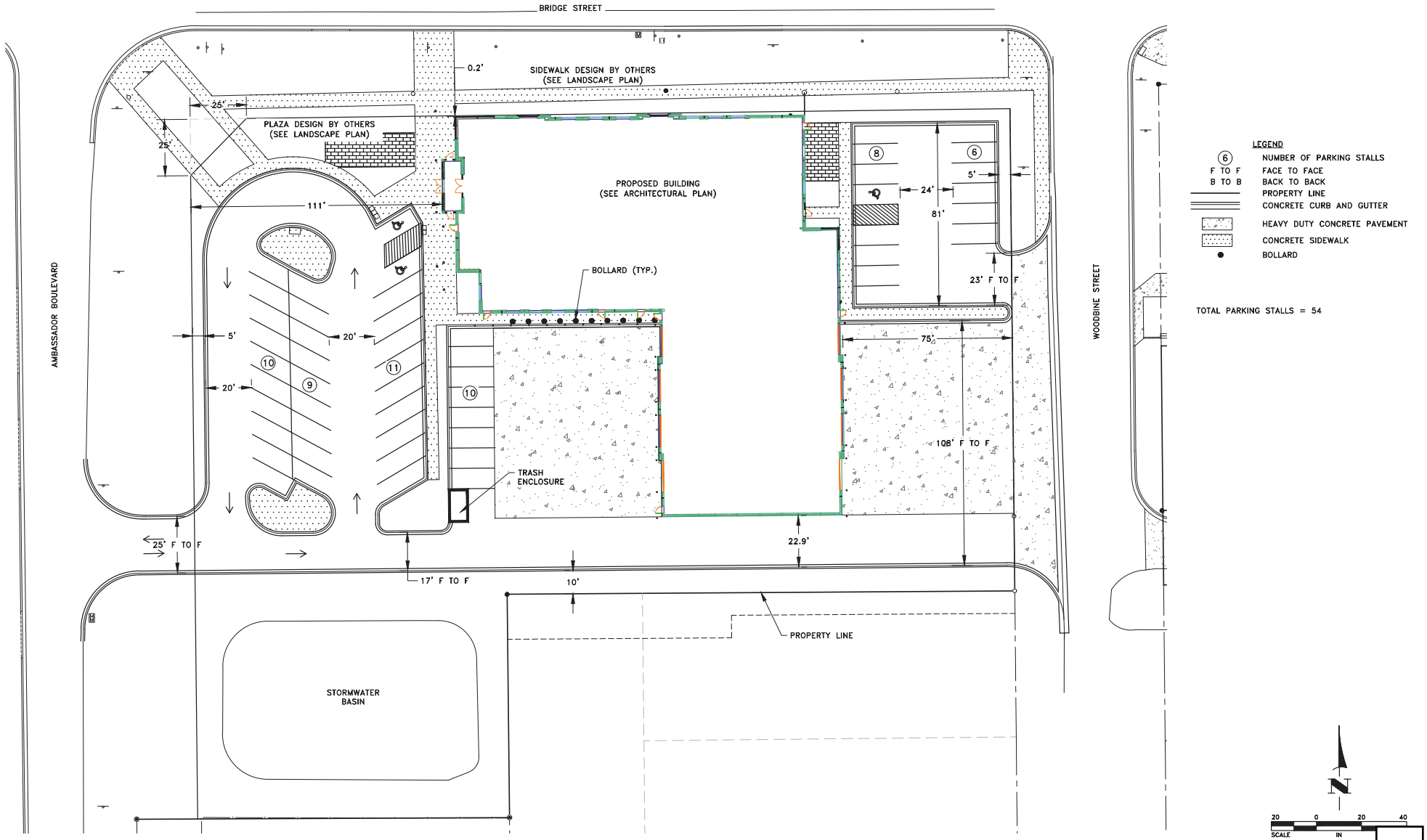
CITY OF ST FRANCIS
COUNTY OF ANOKA
SEC, 32, T, 34, R, 24

VILLAGE OF ST. FRANCIS CITY HALL ADDITION
(REVIEW COPY :}_-20-23)



Denote- o cost on mocument found
(175.99) Denote,deed/reco,dcall

Hakanson Anderson



DATE	REVISION

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

CRAIG J. JOCHUM, P.E.
Date 5/4/23 Lic. No. 23461

DESIGNED BY: CJJ
DRAWN BY: SGJ
CHECKED BY: SMN

Hakanson Anderson
Civil Engineers and Land Surveyors
3601 Thurston Ave., Anoka, Minnesota 55303
763-427-5860 FAX 763-427-0520
www.hakanson-anderson.com

ST. FRANCIS CITY HALL AND FIRE STATION
SITE DESIGN

SITE PLAN

CITY OF ST. FRANCIS, MINNESOTA

May 05, 2023 - 12:49pm
K:\PRIVATE\4896.01\ENGINEERING\PLAN SWCS\4896.01_SITE PLAN.dwg



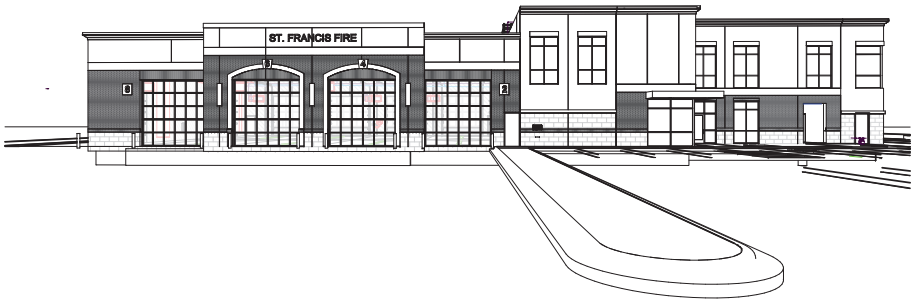
1 NORTHWEST FROM BRIDGE



2 WEST FROM AMBASSADOR



3 NORTHEAST FROM BRIDGE



4 EAST FROM WOODBINE

BRUNTON ARCHITECTS & ENGINEERS
Ph: 952.345.7266
Fax: 952.345.7299
3030 Harbor Lane North, Suite 104
Plymouth, MN 55447

Issued for:
Reg. No.:
Date: 5/9/2023

ST. FRANCIS FIRE & CITY HALL
3750 BRIDGE ST. NW
ST. FRANCIS, MN 55070

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REVISION:

Job No: 22455-1
Date: 04-07-23
Drawn: Author
Checked: Checker
Project Manager: GLS
Project Status: DD SET

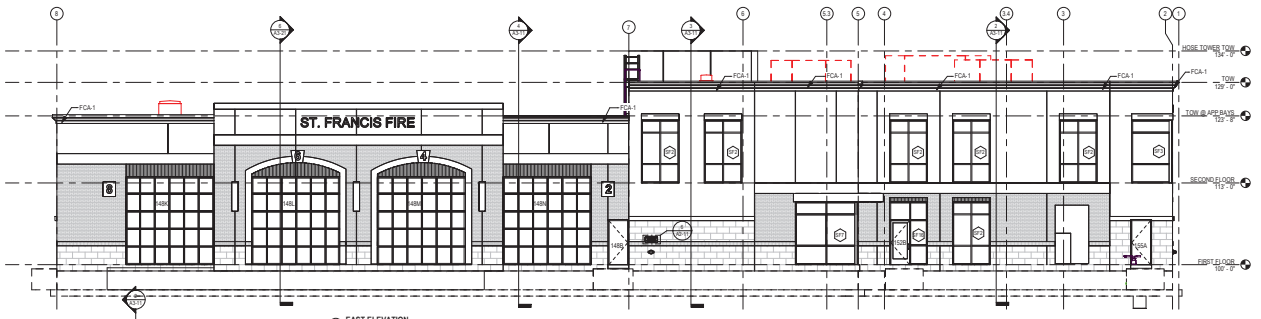
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EXTERIOR PERSPECTIVES

NOT FOR CONSTRUCTION

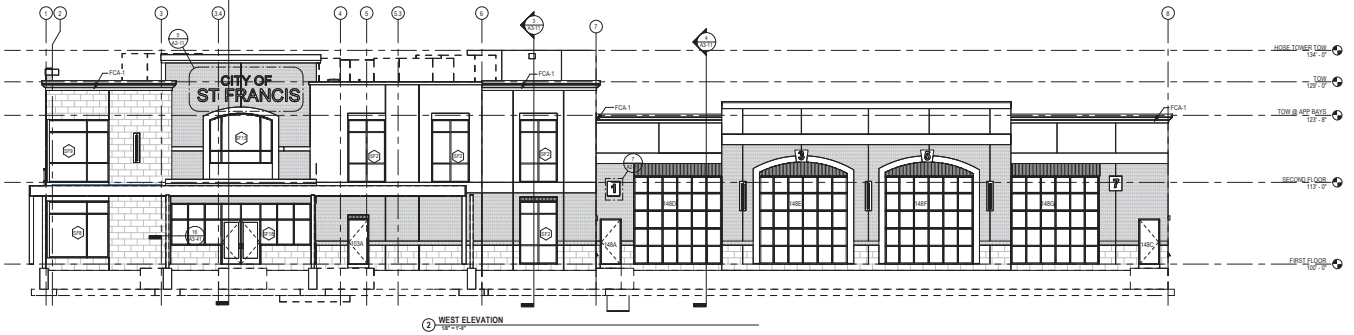
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Agenda Item # 9G.



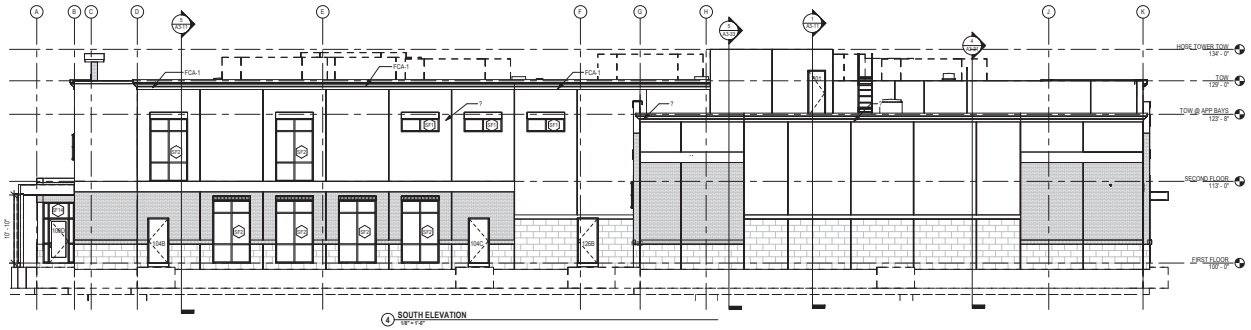
1 EAST ELEVATION
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"



3 NORTH ELEVATION
1/8" = 1'-0"



4 SOUTH ELEVATION
1/8" = 1'-0"

MTL-1: PREFINISHED METAL FLASHING
MANUFACTURER: FIRESTONE
COLOR: MATTE BLACK

FCA-1: URETHANE CROWN FASCIA MOULDING
MANUFACTURER: FYPON
TYPE: MLD371-16
COLOR: PAINTED TO MATCH PRECAST

East
Total sf = 4542 sf
Glass sf = 1366 = 30%

West
Total sf = 4765
Glass sf = 1460 sf = 30.6%

North
Total sf = 5088 sf
30% of 5088 = 1526.4 sf
Total Glass = 1648 SF = 32.4%

EXTERIOR ELEV. NOTES:

1. DO NOT SCALE DRAWINGS. DRAWINGS ARE DIAGRAMMATIC ONLY. REPORT DISCREPANCIES TO BRUNTON ARCHITECTS AND ENGINEERS.
2. SEE OTHER BUILDING ELEVATIONS FOR MATERIAL NOT LABELED.

CITY OF ST FRANCIS

5 SIGNAGE - CITY OF ST FRANCIS
1/4" = 1'-0"

TRAINING CONNECTION ONLY. IN CASE OF EMERGENCY USE SIAMESE CONNECTION ON WEST FACADE

6 SIAMESE CONNECTION SIGNAGE
1" = 1'-0"

1

7 BAY SIGNAGE
1/2" = 1'-0"

000

8 ADDRESS SIGNAGE
1/2" = 1'-0"

NOTE: STAINLESS STEEL FASTENERS ARE REQUIRED FOR SIGNAGE MOUNTING IN PRECAST PANELS

BRUNTON ARCHITECTS & ENGINEERS
PH: 612.870.7566
FAX: 612.870.7567
North Berkeley, MN 55303

ST. FRANCIS FIRE & CITY HALL
3750 BRIDGE ST. NW
ST. FRANCIS, MN 55070

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REVISION:

Job: 22455-1 Date: 04-07-23
Drawn: MCG Checked: Checker
Project Manager: GLS
Project Status: DD SET

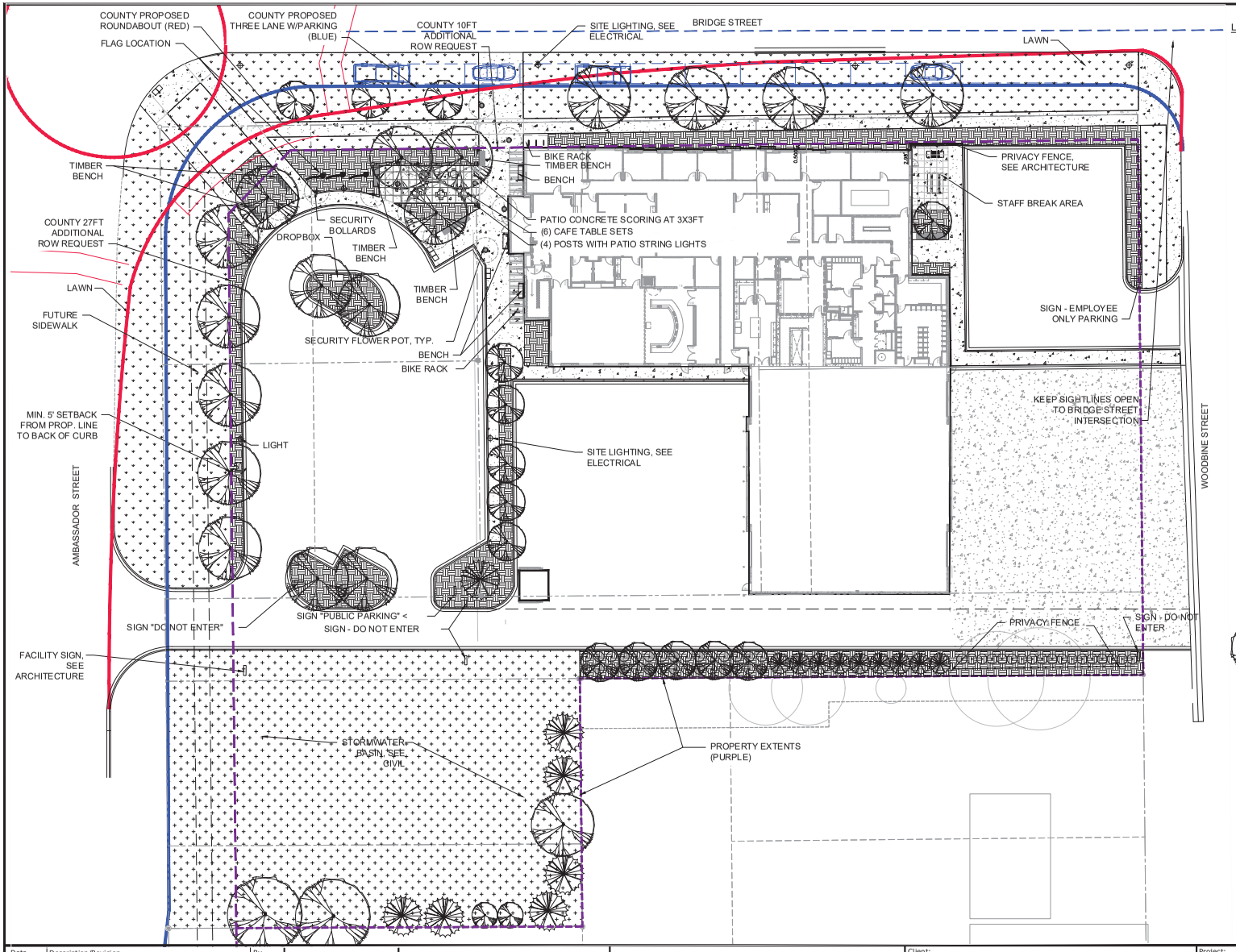
Sheet Title:
EXTERIOR ELEVATIONS

NOT FOR CONSTRUCTION

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383

5/5/2023 10:43:49 AM



LANDSCAPE NOTES:

1. REFER TO CIVIL FOR EROSION CONTROL TOPSOIL SALVAGE AND GRADING.
2. REFER TO CIVIL FOR CURB, UTILITY, AND STORM WATER INFORMATION.
3. REFER TO ARCHITECTURE FOR BUILDING INFORMATION.
4. SEE SPECIFICATION SECTIONS LAWNS AND GRASSES AND EXTERIOR PLANTS FOR TOPSOIL AND PLANTING SOIL REQUIREMENTS. MASS MULCH AT ALL PLANTING BEDS.
5. SHREDDED HARDWOOD MULCH RINGS AROUND ALL TREES IN LAWN OR SEEDED AREAS.
6. LANDSCAPE EDGER WHERE PLANTING BED MEETS LAWN.
7. STAKE ALL TREE LOCATIONS AND PLANTING BED EDGES AND VERIFY LAYOUT IN FIELD FOR LANDSCAPE ARCHITECT APPROVAL PRIOR TO BRINGING PLANT MATERIAL TO SITE.
8. IRRIGATION: ALL LAWN, SEEDING AND PLANTING BEDS TO RECEIVE IRRIGATION. CONTRACTOR RESPONSIBLE FOR ANY REQUIRED OVERHEAD WATERING NECESSARY DURING ESTABLISHMENT PERIOD.
9. IRRIGATION DESIGN: REFER TO SPECIFICATIONS FOR INFORMATION.

PLAN KEY

- CONCRETE WALK
- PLANTING BEDS (SEE EXTERIOR PLANTS SECTION)
- NATIVE PRAIRIE SEED MIX (SEE LAWNS AND GRASSES SECTION)
- LAWN AREAS (SEE LAWNS AND GRASSES SECTION)
- BIKE RACK
- TIMBER BENCH 4, 8 AND 12FT
- BACKED BENCH
- CAFE TABLE
- FLOWER POT
- AREA LIGHT, SEE ELECTRICAL
- BOLLARD LIGHT, SEE ELECTRICAL
- SHADE TREE
- ORNAMENTAL TREE
- EVERGREEN TREE

LANDSCAPE SHEET INDEX:
L101 LANDSCAPE PLAN (WALKS AND SITE FURNISHINGS)
L201 - L204 PLANTING PLANS
L401 PLANTING DETAILS

0 10' 20' 40'

NORTH

Date	Description/Revision	By
5.4.23	CITY RE-SUBMITTAL	AJB

HKGI Project No.:
Designed by: AJB
Drawn by: AJB
Checked By: PP

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed Landscape Architect under the laws of the State of Minnesota.

Paul Paige, LA

23594 Registration No.

XX.XX.XX Date

HK Si

Landscape Architecture / Planning / Urban Design
Minneapolis, Minnesota
www.hkgi.com

Client:
City of Saint Francis

Project:
CITY HALL & FIRE STATION
3740 BRIDGE STREET NW
ST. FRANCIS, MN 55070

Sheet Title:
LANDSCAPE PLAN

M:\Saint Francis\#2023-000 CITY HALL & FIRE STATION\Cad\Construction Documents\2023-000 ST FRANCIS_LANDSCAPE PLAN rowdwg, 5/5/2023 8:09:35 AM, Amy

City of St. Francis

PLANNING COMMISSION AGENDA REPORT

TO:	St. Francis Planning Commission
FROM:	Beth Richmond, Planner
SUBJECT:	City Hall Fire Station Site Plan
DATE:	4-12-2023 for 4-19-2024 meeting
LOCATION:	South of Bridge Street between Ambassador Blvd NW and Woodbine Street NW (PINs:32-34-24-34-0009, 32-34-24-34-0010, 32-34-24-34-0011, 32-34-24-34-0012, 32-34-24-34-0013, 32-34-24-34-0014, 32-34-24-34-0015, 32-34-24-34-0016)
COMP PLAN:	Public/Institutional
ZONING:	B-1 Central Business

OVERVIEW:

City Staff and their consultant teams have been working on plans to construct a new City Hall/Fire Station on the site of the existing fire station at 3740 Bridge St NW. The existing fire station would be removed as part of this development. The proposed development would include a shared building for city hall and fire, fire truck bays, and parking areas for staff and the public. Site plan review is required for any new construction of institutional principal buildings.



The proposed 2.37-acre site is currently made up of 8 individual lots which are owned by the City and EDA. As part of the development, the City will be combining these individual lots into a single lot. Lot combinations require administrative review by City Staff and approval by Anoka County. The new proposed lot meets lot dimension requirements for a lot in the B-1 zoning district.

REVIEW PROCEDURE

60-Day Land Use Application Review Process

Pursuant to Minnesota State Statutes Section 15.99, local government agencies are required to approve or deny land use requests within 60 days. Within the 60-day period, an automatic extension of no more than 60 days can be obtained by providing the applicant written notice containing the reason for the extension and specifying how much additional time is needed. The deadline for the land use request is June 5, 2023.

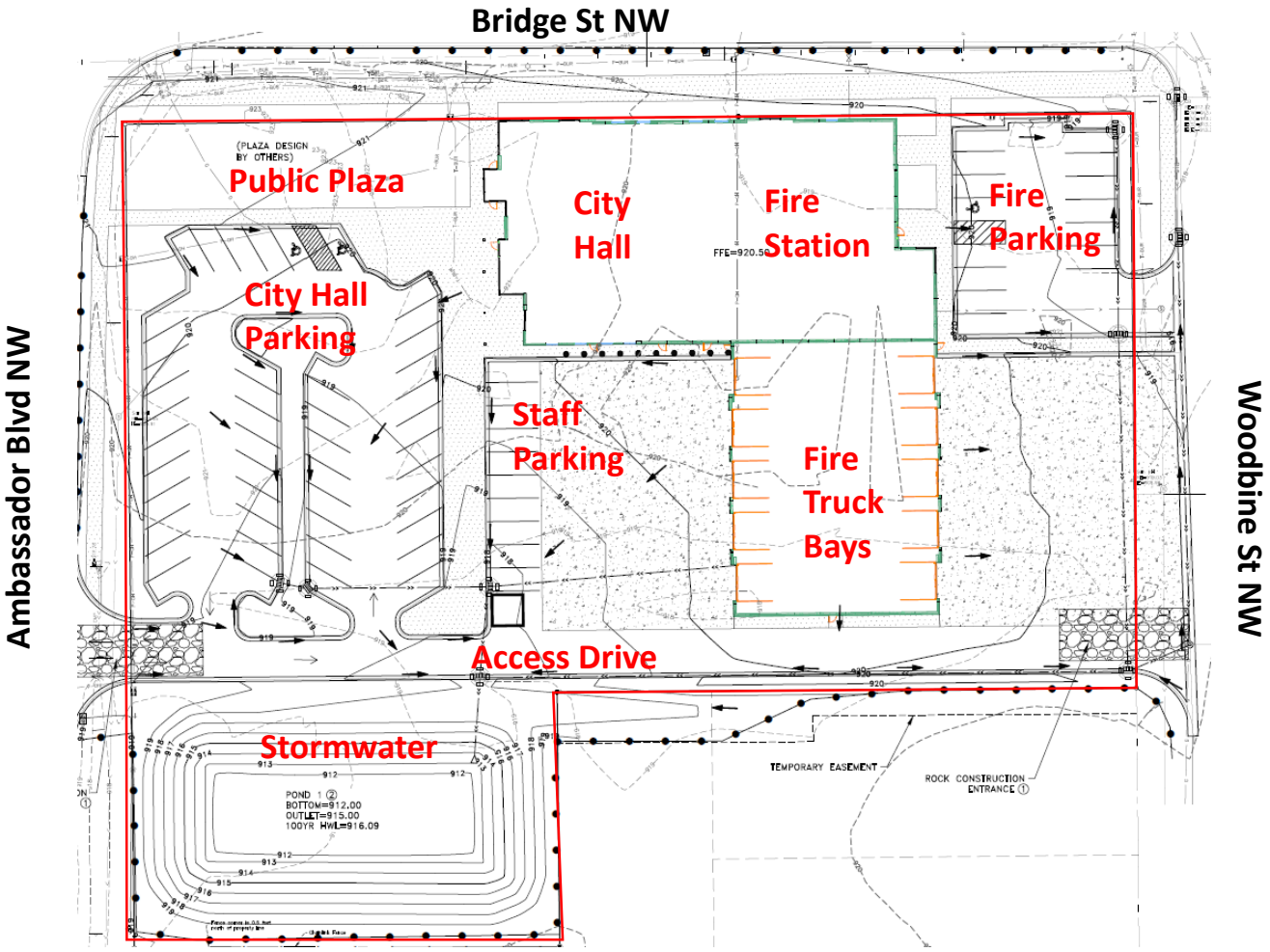
ANALYSIS

Land Use

The site is guided for public/institutional use by the 2040 Comprehensive Plan and is zoned B-1 Central Business. The applicant is proposing a roughly 36,395 square foot municipal services building on the site which is consistent with both the Comprehensive Plan and the B-1 District.

Site Plan

The proposed improvements include the construction of a shared City Hall and Fire Station building fronting on Bridge St NW and a public plaza on the corner of Ambassador Blvd NW and Bridge St NW. The City Hall will be located on the west end of the building and is proposed to be two stories tall. The ground floor will house offices for City Staff and the City Council Chambers. A large portion of the second story will be used for future community needs. The Fire Station will be located on the east end, with five fire truck bays located south of the building. An access drive runs from Ambassador Blvd NW to Woodbine St on the south side of the building.



A public plaza is proposed along the northwest corner of the site at the intersection of Bridge St NW and Ambassador Blvd NW. This plaza is considered an outdoor extension of the City Hall space. Amenities proposed for the plaza space include a versatile lawn space, a plaza area with tables and seating, and landscaping.

Dimensional Requirements

The subject site is located within the Bridge Street corridor and is zoned B-1 Central Business. The intent of the B-1 district is to provide for a mix of uses along the Bridge Street corridor with consideration for pedestrian and bicycle access. In order to create this pedestrian-friendly atmosphere, the Bridge Street Design Guidelines recommended that buildings along Bridge Street be built within 5' of the right-of-way. From this recommendation, the City Code was updated to require setbacks between 0' and 5' from all street yards (front and corner side). The proposed city hall/fire station meets this requirement along Bridge St NW but exceeds this setback range on its east and west sides.

The proposed city hall/fire station is located on an entire city block. Therefore, in addition to the site's primary frontage on Bridge St NW, the building also has frontage on Woodbine St NW to the east and Ambassador Blvd NW to the west. The building is located within the setback range for its primary frontage onto Bridge St NW. After reviewing the Bridge Street Design Guidelines, particularly the "Intent" section on page 3, Staff's understanding is that the intent of

the smaller setbacks along roadways is to create a distinct district with a pedestrian-friendly atmosphere, particularly along Bridge St NW.

While the setbacks on the east and west sides are larger than identified by the Code, these larger setbacks allow for the creation of a public plaza and the opportunity for building expansion in the future. The public plaza feature welcomes members of the community into the site and enhances the walkable nature of the district. In addition, the larger corner side yard setback allows for parking to be located in the side yard, which is also a recommended feature in the Bridge Street Design Guidelines and a Code requirement for the B-1 district.

Because the proposed building sits within the front yard setback range established for the Bridge Street corridor, Staff's opinion is that the location of the proposed structure meets the intent of B-1 district and the Bridge Street Design Guidelines. Therefore, no variance is needed for the corner side setback. Staff recommends updating the B-1 Code requirements to clarify this provision in the future.

Public Plaza

A 5,000 square foot public plaza is proposed on the northwest corner of the site. This plaza will include a lawn area and paved seating area to be used by members of the public or those visiting or working in the City Hall/Fire Station building. The plaza is intended to serve as an inviting gateway to City Hall from Ambassador Blvd NW and Bridge St NW. Streetscape improvements and plantings along Bridge St NW are proposed which are consistent with the plaza design.

The northern 10 feet of the plaza is located within the County ROW. In the future, the County may request additional ROW for the construction of a roundabout at the Ambassador Blvd NW and Bridge St NW intersection. Reflecting this future roadway alignment, the lawn area is proposed to be located on the west end of the plaza and can be removed or reconfigured as needed. The City will continue to work with the County to determine the future plans for the area.

Site Plan

B-1 Design Standards

As discussed above, several design standards established in the Bridge Street Design Guidelines were codified as requirements for properties and developments within the B-1 zoning district. The design standards which pertain to this site include:

1. *Parking lots are prohibited in the front yard.*

   The parking lots for the site are located along the east and west sides of the building. Front Yard is defined as, "the area extending along the full length of a front lot line between side lot lines and to the depth required in the yard regulations for the district in which it is located. In the case of a corner lot abutting one or more streets, both yards shall be considered front yards." Therefore, all parking areas must be located at least 5' from the east, west, and north property lines. The northeast parking area may need to be moved several feet to the south to meet this requirement.

2. *Driveway/accesses shall be limited to a side street or alley.*

All access points from the site will be located on Ambassador Blvd NW and Woodbine St NW. There shall be no access points on Bridge St NW.

3. *Trash receptacles and loading areas shall be limited to the rear of the building and fully screened.*

   The proposed trash enclosure is located at the rear of the building on the south side of the property. The enclosure will fully screen the trash from the neighboring property to the south.

4. *Building frontage: No less than 70% of the ground floor frontage on Bridge Street shall be used for a commercial purpose. This provision applies to the first 30' behind the building façade on Bridge Street.*

   "Commercial purpose" includes any uses classified as "commercial" in the use tables. On the ground floor, the portions of the city hall/fire station that abut Bridge Street include staff offices, a meeting room, and the public lobby and service counters. Office uses and service uses classified as "commercial. Roughly 82% of the Bridge Street ground floor frontage contains "commercial" uses. Therefore, this requirement is met.

5. *The primary entrance shall orient toward Bridge Street.*

   The primary entrance for the proposed structure is located on the northwest side of the building and is delineated by prominent architectural features. Clear sightlines and access from Bridge Street to the nearby primary entrance are provided. In addition, a public plaza will be located adjacent to Bridge Street NW and the primary entrance which will encourage members of the community to access the space from Bridge Street NW.

6. *Buildings shall be designed so that building material, color, or massing changes at least every 60 linear feet for all street-facing sides of the building.*

   A variety of materials and textures will be used to construct the street-facing facades. The materials and other façade articulation features such as cornice detailing and building height variation are incorporated at least every 60 linear feet.

7. *All street-facing building walls shall be at least 30% transparent. Windows shall be installed at regular intervals along the length of the building.*

   Windows are proposed at regular intervals along all sides of the building. Staff is working with the applicant to address this requirement. Additional information will be provided at the meeting.

<u>Architectural Requirements</u>

In the B-1 district, the exterior facades of buildings are required to be constructed entirely of high quality materials such as face brick, natural stone, glass, stucco, precast concrete units applied with a decorative material, textured concrete block, or horizontal lap siding. The facades of the city hall/fire station are proposed to be constructed primarily of precast

concrete panels and glass. The concrete panels have been designed with a variety of finishes including brick and stone. These materials meet the requirements of the B-1 district.

The roof is proposed to be constructed with finished standing seam metal, which is an acceptable material for an institutional structure.

Streets/Access

This site is surrounded by streets on its north, west, and east sides and has access off of Ambassador Blvd NW and Woodbine St NW. Both Ambassador Blvd NW and Bridge St NW are County roads. Therefore, the application has been sent to Anoka County for review. Staff will provide Anoka County's comments as soon as they are available.

An access drive located south of the building will extend from Ambassador Blvd to Woodbine St NW. The western third of this drive will serve as the primary City Hall access for the public and staff. The eastern two-thirds of this drive are intended only to be used by emergency vehicles. The access drive will be located 5' from the southern property line.

Emergency vehicle circulation is intended to move from west to east throughout the site, with vehicles using the Ambassador Blvd NW access to return to the station and using Woodbine St NW to leave the station and respond to calls.

In addition to the emergency vehicle access, a second, northerly access point on Woodbine St NW serves the Fire Hall parking area in the northeast corner of the site.

Parking

The applicant is proposing several parking areas throughout the site.

- A 46-stall public lot on the west side of the site will serve as parking City Hall parking. This parking lot includes angled stalls and will serve one-way traffic in a counterclockwise circulation pattern. Municipal buildings are required to provide 1 parking space per employee on the maximum work shift. For City Hall, the maximum number of employees is 16.
- A 14-stall parking lot on the northeast corner of the site will serve as parking for the Fire Station. This parking lot must be large enough to accommodate parking for the regular monthly trainings that are held for the entire Fire Department. The maximum size of the department is 12 persons.

The proposed parking lots meet minimum stall requirements. The western public lot was oversized in order to provide parking for larger events which may take place on the site, such as public meetings or community gatherings.

The proposed building also contains fire bays for emergency vehicle parking. These bays are located on the south side of the building.

All parking areas on the site must be located at least 5 feet from any property line. The City Hall parking lot meets this requirement. The Fire Hall parking lot in the northeast corner of the site may need to be shifted to the south in order to meet this setback.

Because this site will have a significant amount of impervious surface, snow storage has been an important consideration in the development of the site plan. Snow storage will be provided within and along the western public parking lot in the medians and green areas. Snow storage can also take place in the southwest corner of the site near the stormwater pond.

Lighting

A lighting plan is required to be submitted with any site plan application. Exterior illumination casting light onto a public street may not measure more than 1 footcandle at the centerline the roadway and 0.4 footcandle at the property line. The applicant has submitted a photometric plan demonstrating that this requirement is met.

Lighting shall be a cutoff fixture which directs the light at an angle of 90 degrees or less. The applicant shall provide specification sheets for each of the proposed lighting types to demonstrate this.

All non-public outdoor light fixtures are required to be set back a minimum of 10 feet from any street right-of-way. Lighting located within 10 feet of any ROW that is lighting something other than the building façade should be moved to meet this requirement.

Landscaping

An individual landscaping plan for the site was submitted and reviewed by Staff. Requirements for minimum plantings in the B-1 district are listed in Section 10-73-04.C of the Code. These requirements provide a base to ensure that the B-1 district is adequately landscaped. The Code allows flexibility from these requirements so long as the proposed landscaping is consistent with the intent of the Bridge St corridor and steps are taken to lessen the impact on nearby residential properties.

All existing trees on the site will be removed. The applicant is proposing to plant 53 new trees throughout the site and in the adjacent ROW area. These trees will be planted along Bridge St NW, within the plaza, along the parking areas, and surrounding the stormwater treatment area. Shrubs and perennials are also proposed along the building and parking lot perimeters. The proposed plantings meet Code requirements of 114 caliper inches to be planted. The City will work with the County relative to the exact placement of trees and other plantings within the ROW. Any trees proposed within utility easements are subject to the approval of the City Engineer.

As proposed, evergreen trees make up 13% of the total complement of trees to be planted on the site. Typically, evergreens should make up at least 25% of the required tree mix. The proposed site is located at two intersections and contains limited open space. Due to their shape, evergreens must be planted in areas with ample open space. In order to preserve sightlines around the intersections and provide a mix of trees and other plantings while acknowledging the constraints of the proposed development site, Staff supports the landscaping plan as proposed.

Screening

Recent updates to Section 10-73-05 require that uses provide screening along the boundary of any residentially zoned parcel. The parcel to the south, while used for a residential purpose, is zoned B-1 Central Business. While no screening is required, Staff recommends the placement of a fence or other measure along the south property line to reduce the potential for emergency vehicle headlights to shine into the existing home.

Trash enclosures are required to be fully enclosed. The applicant is proposing a trash enclosure located south of the building which meets Code requirements.

Any mechanical equipment must also be screened from view. The applicant shall provide additional details to demonstrate that the mechanical equipment proposed is adequately screened in a way that is compatible with the design of the site and building.

Trails/Sidewalks

A sidewalk exists along Bridge St NW and Woodbine St NW. In addition, the City is proposing a future sidewalk extending from the corner of Ambassador Blvd NW and Bridge St NW south to the proposed access drive. The City will work with Anoka County to design a sidewalk and pedestrian streetscape along Bridge St NW that will encourage pedestrian and bicycle use while tying in to the overall design of the site. Internally, all sidewalks adjacent to parking areas are proposed to be at least 6 feet in width which meets Code requirements.

Utilities/Stormwater

The site is proposed to be served by City utilities. The City has adequate capacity to serve a development of this size.

A stormwater pond is proposed in the southwest corner of the site.

RECOMMENDATIONS

Staff recommends the following:

1. Planning Commission recommendation of approval of the site plan.

Proposed Findings of Fact – Site Plan

1. The site plan is consistent with the Comprehensive Plan with proposed conditions.
2. The site plan meets the standards listed in the City Zoning Code with proposed conditions.

Conditions of Approval – Site Plan

1. Applicant shall work with Anoka County to determine streetscape and landscape plan for the ROW along Bridge St NW.
2. All parking areas shall be located at least 5’ from any lot line.
3. Applicant shall address the transparency requirements on all street-facing facades.
4. Applicant shall address all comments from Anoka County.
5. Lighting
    a. The applicant shall provide lighting specification sheets demonstrating that all lighting is contained within a cutoff fixture(s).
    b. All non-public outdoor light fixtures lighting areas other than the building façade shall be set back a minimum of 10 feet from any street right-of-way.

6. Applicant shall install a fence or other similar improvement along the south property line to mitigate any effect of headlights onto the residential property to the south.
7. Applicant shall provide materials demonstrating that all mechanical equipment is adequately screened in a way that is compatible with the design of the site and building.
8. All signage shall meet Code requirements and shall be reviewed through the sign permit process.
9. Other conditions identified during the review process by Staff, the Planning Commission, or the City Council.

ACTION TO BE CONSIDERED:

After the public hearing and discussion, the Planning Commission could take one of the following actions:

1. Recommend approval with the conditions and findings of fact as presented by Staff.
2. Recommend denial with findings of fact as presented by Staff.
3. Table the request to the next Planning Commission meeting and provide direction to Staff and the applicant as to the additional information needed.

Suggested Motion:

Move to recommend approval of the City Hall/Fire Station site plan with conditions and findings of fact as presented by Staff.

Attachments:

- Applicant Submittals