



CITY COUNCIL REGULAR MEETING

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

Tuesday, July 05, 2022 at 6:00 PM

AGENDA

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL OF AGENDA**
- 4. CONSENT AGENDA**
 - A. City Council Minutes - June 20, 2022
 - B. Accept Donation
 - C. Animal Control Service
 - D. Appointment of Election Judges
 - E. Acknowledgement to Conduct a Raffle - Minnesota Deer Association
 - F. Acknowledgement to Conduct a Raffle – St. Francis Athletics Booster Club
 - G. 23115 Ambassador Blvd, Demolition RFP
 - H. Asset Forfeiture Policy
 - I. Weber Inc-Pay Application #8
 - J. Payment of Claims
- 5. MEETING OPEN TO THE PUBLIC**
- 6. SPECIAL BUSINESS**
- 7. PUBLIC HEARING**
- 8. OLD BUSINESS**
- 9. NEW BUSINESS**
 - A. Turtle Ponds 6th Addition Concept Review
 - B. Fleet Management
- 10. MEETING OPEN TO THE PUBLIC**
- 11. REPORTS**
- 12. COUNCIL MEMBER REPORTS**
- 13. UPCOMING EVENTS**
 - July 16 - Recycling Event at Public Works - 8:00 am - 12:00 pm
 - July 18 - City Council Meeting - 6:00 pm
 - July 20 - Planning Commission Meeting - 7:00 pm
 - August 2 - National Night Out - 5:00 - 8:00 pm
- 14. ADJOURNMENT**

Councilmember Muehlbauer will be attending the meeting via zoom from:
13971 Celebrate Life Way, Goodyear, AZ 85338

Join Zoom Meeting

https://us02web.zoom.us/j/82230574474?pwd=OOQYCxJL3ZL1yIFhg4PbNAiJw3Ug_5.1

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CITY OF ST. FRANCIS
CITY COUNCIL AGENDA

St. Francis Area Schools District Office 4115 Ambassador Blvd. NW
June 20, 2022
6:00 p.m.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

2. ROLL CALL

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

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

3. APPROVAL OF AGENDA

MOTION BY: ROBINSON SECOND: BAUER APPROVING THE REGULAR CITY COUCIL AGENDA

A roll call vote was performed:
Councilmember Muehlbauer aye
Councilmember Robinson aye
Councilmember Bauer aye
Councilmember Udvig aye
Mayor Feldman aye
Motion carried 5-0

4. SPECIAL BUSINESS – NONE

5. CONSENT AGENDA

- A. City Council Minutes - June 6, 2022
- B. Surplus Property Resolution 2022-34 Declaring Surplus property and authorizing the disposal of said property
- C. Routine sewer system cleaning (Jetting) and Televising
- D. Policy Update Section 1.6 General Requirements
- E. Authorize hiring of Nate Hanson for vacant Streets & Parks worker position
- F. Police Department Donation
- G. Payment of Claims

MOTION BY: UDIG SECOND: BAUER APPROVING THE CONSENT AGENDA ITEMS A-G.

A roll call vote was performed:
Mayor Feldman aye
Councilmember Udvig aye
Councilmember Bauer aye
Councilmember Robinson aye
Councilmember Muehlbauer aye
Motion carried 5-0

6. MEETING OPEN TO THE PUBLIC

Mayor Feldman asked if anyone wanted to speak. No one came forward.

7. PUBLIC HEARINGS – NONE

8. OLD BUSINESS

A. Amendment to City Code Section 10-73-03 General Landscaping and Maintenance Resolution 2022-35 Authorizing the Summary Publication of Ordinance 297, second series amending city code section 10-73-03 - 2nd Reading

City Administrator Kate Thunstrom gave a presentation on the second reading to the City Code to allow features in the drainage and utility easements with reasonable conditions and review from engineering.

Mayor Feldman stated he didn't have any questions adding he thought it was pretty straightforward from the last time. He asked for Council comment. Council didn't have any further comment.

MOTION BY: BAUER SECOND: MUEHLBAUER TO ADOPT THE AMENDMENT TO CITY CODE AS PRESENTED.

A roll call vote was performed:
Mayor Feldman aye
Councilmember Muehlbauer aye
Councilmember Robinson aye
Councilmember Udvig aye
Councilmember Bauer aye
Motion carried 5-0

B. Approval of Labor Agreement with Law Enforcement Labor Services #411, Police Sergeants for 2022-2024

Assistant City Attorney Dave Schaps gave a presentation on the labor agreement with Police Sergeants and the recommendation to approve the contract as presented.

Mayor Feldman asked if anything had changed. Schaps confirmed nothing had changed.

MOTION BY: BAUER SECOND: ROBINSON TO ADOPT THE LABOR

AGREEMENT WITH LAW ENFORCEMENT LABOR SERVICES #411, POLICE SERGEANTS FOR 2022-2024.

A roll call vote was performed:

Mayor Feldman	aye
Councilmember Bauer	aye
Councilmember Robinson	aye
Councilmember Udvig	aye
Councilmember Muehlbauer	aye
Motion carried 5-0	

Mayor Feldman commented that he wanted to take time to thank Staff including Schaps, City Administrator Kate Thunstrom, Police Chief Todd Schwieger and everyone working with them. He commended Councilmember Bauer for stepping up to the plate and helping to solve the situation. He stated they will be ahead of it for the next contract period in March but thought this worked out well. He thanked them for all their work.

9. **NEW BUSINESS**

A. Public Works Crane Truck Cab and Chassis Purchase

Public Works Director Paul Carpenter gave a presentation on the purchase of a crane truck's cab and chassis.

Mayor Feldman noted a couple of things to bring to Council's attention. He stated the truck Carpenter mentioned for next year is planned for replacement and is in PlanIt Software. What they thought was the crane truck they have now that does the lift stations, that is very important because if the lift stations don't work the system doesn't work. When people flush a toilet they don't realize it has to get through a pipe system and the lift station is a part of that. The crane is very important to unplug the lift stations and do maintenance on them. It's hard to get vehicles today, even going out of town or out of state. He stated what Public Works Staff is saying is that they are going to get a truck now, that is a cab and a frame to the back. Then it will be fitted with the compartments needed for tools, a flatbed and the crane itself. They are getting the truck now and then they will take the trade that doesn't need to be traded in or replaced next year, that will be mixed with the existing crane vehicle and that way they will get two for one as a trade in value. Because the loan as it is, the crane truck they have today is 15 years old and has some maintenance issues so the trade in value won't be that high but mixed with this other vehicle will give a better trade value for the new truck coming up. That software helped them do this. He thinks it a wise move in the sense of getting the truck now, having it and then getting it to the outriggers who will rig it up and get it back to them. If they don't do this they may never find one. This is a one ton truck with a crane on it. He stated again the purpose of this truck is mainly for lift stations and other purposes but mainly for lift stations to maintain them because they are very critical to the system. He asked for Council comment.

Muehlbauer asked how much was budgeted in the CIP for replacement. Carpenter replied \$95,000.

Muehlbauer asked how much a new crane cost, if they could find one already assembled. Carpenter replied they couldn't. He stated he couldn't give comparisons because there are none. He stated he went out to a five-state area and there are none.

Muehlbauer replied he had no problem giving them what they need because they can't work if they don't have the right tools. He stated he didn't like how it is worded in the packet which says to "authorize Public Works to spend up to \$75,000" but added that hearing it is \$20,000 less than what is budgeted makes him feel better. He stated in these times with things being harder to find it is what it is.

Mayor Feldman commented they need to adjust to the times that are in front of them. With applicants for employment, for body cameras and things like that they have done. It's the environment around them that is dictating what they are doing today. A seller's market becoming a buyer's market, an employer's market becoming an employee market. Trucks today are not readily available so they have to get the truck they have to get and play the game.

Udvig agreed with not waiting until the last minute and then come up empty handed. She agreed this is the right move and thought they should get the parts they could now and get it ready.

Bauer agreed with Udvig in moving forward by getting what they could get and hopefully they are not piecing it together.

Robinson agreed with Muehlbauer that just because the software says they need it doesn't mean they have to buy it. What they need is what they need to get the job done. He asked if the crane apparatus also 15 years old.

Carpenter replied yes, the truck was put together all at the same time. He added this was the first crane truck the City bought. He stated it was used to put on grader wings truck wings, and was initially overused until the new facility was put up and the overhead crane was used. He felt it has probably been used more than it should have.

Robinson replied that isn't a bad thing adding the Mayor is always commenting how industrious the department is in utilizing everything at their disposable which is how it should be. He asked if they delayed ordering that a deal couldn't give estimates on what a one-ton chassis would be.

Carpenter explained they could get some pricing now for the cab and chassis, they can't get the cab from ABM until they get the chassis because it is a custom service body that goes on. He stated they are watching the market. He stated if they can't

find one in the next couple of weeks they may have to special order one. He stated they are trying to take it slow and do what is right.

Robinson asked if the service body was reusable because the vehicles are maintained well. Carpenter replied the service body on this one the frame rails of the truck can be seen coming through the service body.

Robinson asked if after 15 years it is showing its age. Carpenter agreed.

Robinson asked for an estimate of the trade in value of the two trucks they plan to trade. Carpenter replied no, no one wants to give an estimate because of the crazy vehicle market. He added they will have real numbers when they are actually ready to do it.

Robinson commented he was in favor of getting every department what they need but it is nice to vet it out like this. He noted the “plan it” software is great but wanted to double check it to ensure it is valid. He stated he appreciated the information.

Mayor Feldman stated the “plan it” software can be adjusted by the purchase or replacement that they are doing but that doesn’t mean it can’t be adjusted accordingly. In this case with the rust factors that happen to Minnesota vehicles and right now in the market place with inflation adjusting the pricing on top of the manufacturing prices suggested price and surcharges. He stated in this particular case he thinks it’s wise to get this. He stated Carpenter hasn’t ordered it yet and may have to still have to do custom. Carpenter replied they waited to let Council weigh in.

Mayor Feldman commented he knows they are trying to get something for the old crane truck, but that along with the trade-in they are going to be doing on the regular truck is hopefully more money. He stated his point was alone the crane truck would give them nothing, it is rusted out, is 15 years old and has mechanical issues but hopefully mixed with the other one it might give them just a little more dependent on the market.

Mayor Feldman asked for any other comment by Council. There was none.

MOTION BY: UDVIG SECOND: MUEHLBAUER TO APPROVE THE PUBLIC WORKS CRANE TRUCK CAB AND CHASSIS PURCHASE.

A roll call vote was performed:

Mayor Feldman	aye
Councilmember Muehlbauer	aye
Councilmember Bauer	aye
Councilmember Udvig	aye
Councilmember Robinson	aye
Motion carried 5-0	

Mayor Feldman asked Carpenter to let Council know what he finds. He asked if it was correct that the crane before was a one ton. Carpenter confirmed this.

10. MEETING OPEN TO THE PUBLIC – NONE

11. REPORTS

A. St. Francis Fire Department - May 2022 Monthly Comparison Report

Fire Chief Dave Schmidt gave the May Monthly Comparison Report for the Fire Department. He highlighted that they exceeded their goal with response times at seven minutes and 46 seconds. He reported that there has been a slight decline in runs from year to year. He stated the heat isn't helping the run calls. He highlighted the average number of responding fire fighters was 6.3 and noted there are still two firefighters on leave with a third going on maternity leave at the end of the month. He stated with the current state of the world it is impacting the military members in the department. He reported fire runs were 11 and EMS service calls were 49. He stated the usage was high and there were three COVID calls in the month of May. He highlighted 20 site visits for fire inspections for the month of May.

Mayor Feldman commented it was a good report. He stated he liked there was a substantial difference of EMS calls versus fire. He stated he was sad about the report on COVID, which is still in play despite what anyone says. He stated he was glad about the fire inspections. He asked if they are short staffed. Schmidt replied they are losing another firefighter for about nine months, which is the second one getting deployed.

Mayor Feldman asked for Council comment.

Muehlbauer commented it was a good report. He thanked Schmidt and the rest of the firefighters for all they work they do.

Udvig commented she appreciated Schmidt and his team and asked him to keep doing what he's doing because he is making a difference which is appreciated.

Bauer commented it was a great report. He thanked Schmidt and asked him to make sure his employees are drinking water as it is extremely hot out there. Schmidt replied they stocked up last week.

Robinson commented it was a great report. He commented that the EMS was 49 and with the training Schmidt has given them the ability to do that is awesome. He asked about the deployments and if they are related to fire and EMS. Schmidt replied they are not, it is different.

Mayor Feldman asked for an update on the department fire truck. Schmidt replied they got word last week they are ready for them to come down and do an inspection on the new engine. He stated they are hoping to get down there next week to finish

it and get it signed on before the 4th of July holiday. He stated they should have confirmation soon.

Mayor Feldman asked who is going. Schmidt replied it will be himself, Joe Lawrence, and three members of the truck committee that did a lot of the leg work on it.

Mayor Feldman asked if that would be the sign-off time. Schmidt confirmed this adding after they sign off they will ship it up here, which may take a week. They will provide training on the new apparatus and then a time will be scheduled before a Council meeting so everyone can see it.

Mayor Feldman asked if it will be the end of July. Schmidt replied it will either be the end of July or early August dependent on Staff training and moving equipment over.

Mayor Feldman asked if it is correct that the trade-in on the other will happen after the new one is received. Schmidt confirmed this.

Mayor Feldman asked where the old one will sit in the fire station. Schmidt replied they will keep it within the fire station until they are confident that what they have in the new equipment and that people are confident and capable and it is doing everything they have asked it to do.

Mayor Feldman asked if they will have room for the new fire truck and the old one. Schmidt replied they will make it work and the new one is smaller than the old.

Mayor Feldman asked if they will be using the new one and the old one. Schmidt replied they will use the old one until all the equipment gets moved over, only one will be in service at a time.

Mayor Feldman asked if when they go to trade it in if they will be able to store it in the fire station or if they could take it to Public Works. Schmidt replied if there was room at Public Works it could be stored there once they are ready.

Mayor Feldman asked if that was possible because they will have two big vehicles in a station that wasn't designed for that.

Robinson asked how it was shipped up. Schmidt explained it will be trailered on a large flatbed trailer for delivery. He stated it becomes very hands-on at the factory and will likely spend three days there going through every piece of the specification to ensure it is put together the way they had intended it to be. Then when once it is delivered to Ham Lake they will ensure the tools fit the way they want. After that it gets delivered to the station and training begins with the Staff.

Robinson asked about the trade in process and the valuation. Schmidt explained there isn't a huge market for used fire apparatus. He stated neighbors that are going through the bid process right now prices have gone up dramatically since St. Francis

has started the process. He stated they came in with a lower price in two years.

Robinson asked if there was a network throughout Minnesota for smaller communities to be privy to what they have to offer and maybe be interested in the machine.

Schmidt replied the State Fire Association puts together classifieds that get distributed to the chief's networks throughout the State. He stated they have had success with that in the past with other pieces of equipment that no one had much of an interest in. He stated they would do their best to ensure that if it is a viable piece of equipment that there is opportunity to put an offer in on it.

Mayor Feldman commented with the way the market is the old one could be valuable. Robinson and Schmidt agreed. Mayor Feldman added especially when talking about the range that they spent.

Robinson added it could serve as a two-year bridge of equipment or for a town that has nothing.

Mayor Feldman commented they have to adjust to the times in everything they do, whether it was created by them or not, it is the environment they live in and have to adjust to. That is all there is to it. He thanked Schmidt for the report and asked him to keep up the hard work. He stated he appreciated the guys and their EMS capabilities are amazing and appreciated.

B. St. Francis Public Works - Monthly Report May 2022

Public Works Director Paul Carpenter presented the Public Works Monthly report. He highlighted that about 8% less water was pumped this May over last May but so far in June it has been higher because of the heat. He reported that the staff are using the new locates resulting in locates coming in faster and it is working. He reported last month that all the lift station pumps were serviced and look good. The preventative measures are outstanding. He reported inspection was done and parts were replaced on the water plant roof, replacement of the roof is scheduled for 2028. He reported that they are using a new lab called RMD which is a much better service. On the Streets and Parks side, grading was done on roads and 220 acres of grass was mowed despite being down a worker.

Mayor Feldman commented that with the heat the way it is and the dryness he asked if not mowing as often and letting the grass grow a little longer would be beneficial. He stated he asked because at home he does that because no matter what is done with the heat of asphalt, driveways and things like that the sun is hard. He stated he is watering around midnight to let it soak into the ground more. He noticed a neighbor watering in the morning around 8:00 and sun is hot then and the water evaporates. He asked if letting the grass grow thicker may not be a bad idea and may take some of the pressure off until the new employee starts in July. He asked

if that was possible.

Carpenter replied the reporting was in May when they had all the rain. Now they have backed off of mowing and are catching up. He agreed with letting it grow a little longer right now and get a better root system.

Mayor Feldman commented that grass is resilient. Carpenter agreed, it isn't dying now, it is going dormant and as soon as it storms it will come back.

Mayor Feldman commented with less water it takes the pressure off between mowing until there is water again. He stated he thinks if they don't start getting some rain in July and August there will have to be restrictions again, even more that they have now. Carpenter agreed.

Carpenter reported on the Parks and Streets. He reported that park rentals have increased over last year. He gave an update on the Dellwood Project stating there was a setback in surveying due to high water but it is scheduled to be planned this winter and start next spring.

Mayor Feldman commented that there was only one lift station that was blocked which was on Ambassador and 47. He asked if that was one of the bigger ones. Carpenter replied some are larger than others. The largest one is in the lower parking lot of the high school.

Mayor Feldman asked about the delays in surveying due to the highness of the river. Carpenter confirmed this adding the river flooded the trail.

Mayor Feldman asked when they will be able to start the work with the river being high. Carpenter replied they are planning to start next spring and they will work together to repair damage that is there.

Mayor Feldman commented with all the rain in May it created a higher river and yet there isn't any rain now so there is a mini-drought. He stated he talked to Carpenter today about calling Minnesota mosquito control because with the river being up mosquitos are up too. He stated residents have told him they have had trouble just going for a walk because of all the mosquitos. He added even during the day they are biting.

Mayor Feldman asked if hypothetically next spring the river is high again because of rainfall what would they do then, do they do water control or barriers because Mother nature dictates what can be done. Carpenter replied he wasn't sure but could ask.

Mayor Feldman commented it was a great report and asked for Council comment.

Robinson commented it was a great report.

Muehlbauer thanked Carpenter and his staff.

Udvig commented it was a great report and presentation. She thanked Carpenter and his staff for everything they do to make the City look beautiful.

Bauer commented it was a great report and asked Carpenter to thank his employees for cross-training because it is good to see that in the City.

Mayor Feldman commented that he had talked to Carpenter, Water and Sewer Supervisor Parish Barten, Streets Supervisor Jeremy Shook, and Police Chief Todd Schwieger about getting details for down the road about getting recycling on more of a regular basis in between events. He stated he is happy the recycling events are going to be at the Public Works building and not shared. He stated when recycling is made easy people are more likely to recycle. Back when recycling first came out and people had to separate out cans and bottles and paper people were less likely to recycle but now with comingling it is a lot easier. So now at Public Works, the easier the better and the more they will get involved. He stated he talked to the gentleman that he mentioned to create an area like Andover and East Bethel has so the people, instead of having all that stuff in their garage until a recycling event happens, if there is an abundance of cardboard if they could have something in the interim for cardboard or paper. He stated other cities do it, it is something worth checking into. He stated they are checking things out. Something like oil recycling could be possible down the road. He stated Nowthen is where he goes and these are things they are checking into. He stated it takes time to implement but thinks it is a good idea.

Mayor Feldman stated another thing he is working on and trying to get some numbers on, because gas prices are way high, and he is checking out the amount of money that is spent at gas stations they buy gas for the vehicles, such as the building official's car, fire vehicles, police vehicles and public works vehicles. He stated in the month of May over \$6,400 was spent in fuel from KwikTrip, Casey's, Speedway, and County Market. He stated he will keep checking the records for the next few months to see where that is. He stated he is just getting the numbers together and as he looks more into it, it will be more cost to benefit, and will the cost be low and benefit high to put their own pump station with pumps in the ground for City vehicles. He stated if it is cost beneficial then it should at least be looked into. He wasn't sure if it was because gas prices are \$5.49 for diesel, and \$4.55 for regular gas. He stated it would be an expense up front and will it save money over time, it may not and they may end up, after looking at the data that it may not be cost effective and wouldn't be done or brought to Council. In the meantime he wanted Council to know he is working on that. He stated they have done something really well in being preventive and proactive and he thinks it is something that needs to be looked at because of the time we live in with the fuels. He stated he remembered diesel being \$2.00 per gallon or less when it first came out and now it is \$5.49. He asked if the crane truck would be diesel or gas. Carpenter replied they will decide that.

Mayor Feldman replied diesel would be better. Carpenter agreed.

Mayor Feldman stated the question is if they will be able to find one. Carpenter agreed.

Mayor Feldman commented he brings these things up because they are in the pre stage of him looking the data up. He stated there are too many other things on their plate but he is looking at things, getting the numbers and weighing risk to gain, cost to benefit. The cost has to be low and the benefit high. He stated with the recycling center they would have to open up an area for the public where they could not access the facility but the area to recycle. He stated that will be checked on, look at other cities, and go from there. He stated he expected this to happen this next year because it seems like everything they do takes two years. He just wanted to bring it to Council's knowledge. He thanked Carpenter for his report.

C. Bottle Shop Marketing Strategy

Liquor Store Manager John Schmidt presented the Bottle Shop marketing plan. He stated he is still working on the first quarter report. He outlined the promos, social media plans and what they currently are doing with advertising.

Mayor Feldman asked if Schmidt had thought about doing a wine club membership because the membership is good but he has talked to people, a friend of his ran one, and they had a range of between one hundred and two hundred and they paid a membership, which was basically given to the owners. It brought them into the store because they got discounts when they showed their card.

Schmidt replied with the new webpage that is something that could be implemented.

Mayor Feldman commented the MMBA is the Minnesota Municipal Beverage Association. He wanted Council to understand that. He stated he just signed up for electronic newsletters that they send out once a quarter or something and in looking at the page where the president gives his message he has for years talked about advertising, in store and out of store, networking, and how to promote the store. He stated the president even went so far as telling where to locate the racks or displays. He asked if a lot of things coming from the MMBA or who is doing the monitoring.

Schmidt replied it was a separate company and wasn't a part of the MMBA.

Mayor Feldman asked if the MMBA was helping out with the webpage. Schmidt confirmed this.

Mayor Feldman commented he really wished some of this would have been done during the construction period and would have been online now. He stated as of

yesterday they were seven months past the completion date of November 19, 2021 which means they are seven months past the warranty period. Also as of Friday they are 13 months past May 17, 2021 when the project actually started. He stated there are four ways to advertise that he knew of: in store, outside with signage or mailings, and then there is paper inside and then digital. He stated they have to consider the type of person would be enticed by the advertising. He stated when Lisa (City Hall Office Admin) puts something on the Facebook page about an event going on he will also put it on his Facebook page a St. Francis post because some people may not look at a post of the City but may look at his or vice versa. He stated they need to try to out reach it every way they can to reach the audience. The more that is out there the better it is. He stated what they need to do is to set up a webpage that shows the specials as with Better Value Liquor does in Anoka. They do it every three or four weeks. G-Wills does it about every two weeks on Wednesday. They post a picture of the product and a price of the product which he thought was very good. He stated he looks at that stuff and in digital days figuring out if it is texting, email or what ever the customers like. He stated there are things that should have been done, not that he was blaming anyone, he is just saying that Council wants to make this a destination store that people come to and more times the product is there at a price they are willing to pay. He stated that is important and why they expanded the store to give the bulk purchase capabilities and then expand the product line. He stated he wished they had reached out to organizations around them sooner because they are not reinventing the wheel but getting involved in things that have been done before. He stated they could try 100 promotions and it is the next promotion that is the winner so they have to keep trying and trying.

Mayor Feldman stated there is a solid base of regular customers. He thought they liked the location, the ease of coming to the store locally, the camaraderie that Schmidt, Crystal and the rest of the staff have when customers are buying things. He stated to expand and give Council the dollars they are looking for in this store when they approved the remodeling, they did that to expand the base. He stated they have a regular base that will help through the hard times and are appreciated and can be counted on. But now to expand the base is through solid promotion in store. He stated the monitor they are getting, hopefully sooner than later, they can look up and see the wine tasting times because they are right there in store. He suggested that they may have to give a product away at cost to get customers in the store. They be the winner that day but will have been introduced to the store and other items and maybe tell neighbors. He stated it is one thing to run the store and now is the time to move to promotion. He suggested keying in on getting the monitor up sooner rather than later and putting up the webpage along with the things he mentioned. He stated as the revenue comes in Council can discuss digital outside taking advantage of Highway 47 but they need to see changes as far as promotion. He stated the store is capable of buying in bulk. He asked about Redbull and Coke. He stated they didn't have Coke before, only Pepsi, but got it back because now they can buy more volume. He stated the changes are good, they come in time and suggested Schmidt try anything. He stated the problem he sees with the store is that the addition was put on the back end so in driving past the

store in the front it isn't seen as a new store. If it was on the side it would have been impressive. It seems like the same store until they get inside. He suggested a sign saying "Newly Remodeled Store." He thought the webpage was important and the monitor inside will help a lot, along with the digital sign outside in time. He stated that KwikTrip came because 47 is a viable area to make money with the demographics. He repeated that the message is a destination place that has products people are looking for at a price that is conducive. He stated a dollar more than other stores on a product, people will probably buy it but if it is five or six dollars more people will go someone else. He pointed out for Council that bringing the cost down comes with buying in bulk. He asked for Council comment.

Muehlbauer thanked Schmidt and expressed appreciation for the work they do. He stated he will look forward to the promotions.

Mayor Feldman commented he brings food trucks, like Mama's Tacos, to bring traffic to the store. He suggested Schmidt to promote a Corona or Tequila special on the day the truck is out there because he is hoping to get some business off of it. It's advertising around things like Pioneer Days and building on the wine tasting area with wine tasting.

Udvig commented she appreciated Schmidt coming with the steps he is taking with advertising. She acknowledged limitations in staffing which impacts the effectiveness of things like Facebook. She suggested with wine tastings that posting a week ahead and then again a few days ahead instead of the day is better because it doesn't give people time to make it. She suggested that time be worked in the schedule for whoever is keeping up Facebook. She stated she shares posts she sees on several other Facebook sites and the more other people share things as well, the more it is going to get out. The same is true with the webpage that whoever is going to maintain it there needs to be time scheduled during their work day to keep it to date and changing.

Mayor Feldman commented that the benefit of being cloud-based is that people can be sitting at home and have an idea pop in their head. The more accessibility there is the more flexibility there is. He stated if it had not been for Schmidt, Crystal, and Corrine they wouldn't have gotten through the construction phase of the store. They did a great job. Schmidt is exceptional at running the store, now they are moving into another phase. Council wants to help this become a great store. He repeated growth is a double-edged sword, there are positives and negatives. Now that the store has changed and is growing now is the time to not just run it but promote it. That will increase business and create other problems.

Bauer commented he wasn't good with advertising but understood spending money on things that encourages him to get to the store. He gave suggestions of promotions that could be tied to other community events to promote the store and the community events. He commented he liked the mount idea, senior days and wine tasting. He commented he liked the store and appreciated that people can do

a special order for products.

Robinson asked if Schmidt has realized any purchasing benefits with the larger quantities and extra space available, if the vendors offered lower discounts.

Schmidt replied yes, the vendor realize there is extra space now so they are now pitching bigger deals which he has taken advantage of.

Robinson asked about the credit card fees and if Schmidt has had any success in lower the internal processing. Schmidt replied they are still waiting to hear back.

Robinson asked for Schmidt to report back to Council on that adding because it is beneficial. He added in other retail entities he has been involved with credit card fees can be a big difference at the end of the year and impact the bottom line.

Robinson asked if kegs and tappers were still a thing. Schmidt replied they are but with the remodeling there isn't a lot of room for kegs but more and more liquor stores are moving away from them due to an insurance risk.

Robinson asked about promotions for non-alcoholic and suggested introducing 1919 root beers and non-alcoholic beers for spouses where one doesn't drink alcoholic beverages. Schmidt replied he was just informed last week that they make 12 packs so they will probably start bringing in 1919 root beers.

Robinson asked about password specials suggesting buzzwords where customers get a password from the City's Instagram or Twitter and the customer can come into the store and say it and get a discount. This also allows the City to see social media channels have the most outreach. He admitted it may be extra work but if there was a hashtag by the register they could tell where hits were coming from. Schmidt agreed.

Robinson asked if any secret shopping was done going to non-muni stores to see what they are doing. Schmidt replied staff have gone to closer stores, more competition, to compare prices.

Robinson asked about times such as the Fourth of July and if they have any big promotions that would make people want to come to their store versus others. Schmidt replied not at the moment but it is coming.

Robinson asked Schmidt to keep up the good work and complimented the staff. He suggested maybe a grand-reopening is needed because it was cold and frosty when they opened.

Mayor Feldman suggested a customer appreciation event.

Robinson agreed that could be a way to reopen and ask people to come see the store. He suggested getting vendors to make deals and make them want to be a

part of the store's success. He thought vendors have a budget for that which could be untapped. He commented he liked the mount idea. He asked how the store was doing this June and July versus last year at this time.

Schmidt replied he had an update as of June 16, 2022 they were a little more than half with close to \$300,000 in sales for June which they have never hit a \$300,000 ceiling.

Mayor Feldman commented they shouldn't compare to last June and July because they were under construction so the numbers are going to be off. During construction they had limited hours, staff, inventory and space.

Robinson replied it is still a positive. He commented the store was number eight or eleven out of the state last year even during hard and trying times which is to be noted. Schmidt replied he thought it was number four.

Mayor Feldman commented that promotion is thinking outside the box so if Schmidt has ideas to bring them to Council to try out. He stated he looks at failing as being better than not trying at all. Trying promotions and not having them work and before hitting one that does. He stated he has seen bars with customer paying with wood nickels because with every drink they get a nickel and instead of spending them as they get it they accumulate them and it gets people talking about it. He stated that just because they don't think a promo is going to work it might click the right thinking. He stated with the digital sign there are between 12,000 and 16,000 cars coming down a day and if even ten percent or one percent of them come in it could be 1,200 to 1,600 people which will result in sales. He commented Schmidt had always wanted the store expanded and now it is which brings the other side of the double-edged sword. He understands it is a big job and is seven days a week but they have the staff now and the pay scale is different which helps so now it is trying everything and anything. They have to let people know this is a different store with different pricing and product. Once that is established the rest will follow suit. He commented that seven months after completion there are still customers who don't know the store has been remodeled so that message has to get out there. He suggested adding "the new St. Francis Bottle Shop" or "newly remodeled" be added to the website to get it out there. He asked when Schmidt thought the monitor would be installed. Schmidt replied he could call on it tomorrow.

Mayor Feldman asked when the proposed time for the website was. Schmidt replied they are going to talk to the guy who is working on it this week.

Mayor Feldman commented he has been impressed with the networking of the MMBA because they are there to help and they belong to the association. He stated the store has faced hard times in the past and this association has helped get through that. He stated the president is out of Bagley, Minnesota and has really great comments on the newsletter and brings up good ideas. He stated the goal right now is to make it a destination place to get product customers want at a price

they can afford and that will increase sales and make everyone happy.

12. **COUNCIL MEMBER REPORTS**

Muehlbauer reported he attended the final interviews for the Community Development Director and is excited to see that go forward.

Robinson reported he also attended the interviews and thought there is a good person coming on board with a lot of energy. He reported he attended a building meeting last week and that is moving forward with a lot of good ideas coming to the architect.

Bauer stated he is usually out of town during the summer so hasn't done much. He stated he will be missing the July 5, 2022 meeting.

Mayor Feldman asked if he will make the June 28, 2022 Work Session. Bauer replied he is going to see if he will have access but wasn't sure.

Udvig reported she was planning to attend the Chamber meeting on June 15, 2022 but had something come up that she was not able to go. She stated she talked to Monica and Crystal and is getting updates. She stated cost will need to be increased for the fireworks show if they want a show like they had this year. She stated it sounds like they are planning to stay with the same family that came in with some expansion of different food booths that came in. She stated the planning will start earlier. She reminded the public that this is all done by volunteers so if a parade is wanted they have to volunteer to help with it. She stated it costs a lot of money because they have to pay for bands to come, shutting down streets, renting things to shut the streets down, and for extra law enforcement. She stated there is a lot that goes into it and is a long process. She stated if the public wants Pioneer Days to continue they have to get involved. She asked people who are interested in helping with the parade to contact her or someone at the Chamber to get things started.

Mayor Feldman asked Finance Director Darcy Mulvihill to give an update on the financial software.

Mulvihill replied they put in the contract that there is a lot of interest so it may be up to 18 months because there are a lot of people utilizing it. She stated she asked about a discount for paying multiple years and got the answer that their business plan does not allow for that. She stated she was told the counties in Wisconsin do a lot of calls and they have a lot of big projects coming through.

Mayor Feldman asked if they were not doing it on a first come first serve basis. Mulvihill stated they have a spot and she has gotten an email about who the implementation team is, it is just now working through that.

Mayor Feldman asked for information on Poppy Street from City Engineer Craig Jochum. He stated a lot of people were hoping June was when construction was going to start and asked if it is now July.

Jochum replied the pre-construction meeting is July 7, 2022 where they will lay out the schedule but didn't think construction would begin until the end of July.

Mayor Feldman asked if it was still the plan to have it end in October. Jochum replied correct.

Mayor Feldman stated a letter is going to go out asking residents if they want to seed or sod or if they want to take on the cost of redoing the driveway. Jochum replied correct.

Mayor Feldman encouraged people to call City Hall with questions about this or anything. He stated Council preferred people call rather than going on Facebook. It is much better to get the information from the source. He thanked Staff and stated he participated in the interview process along with Councilmember Muehlbauer and Councilmember Robinson for the Community Development Director. They have chosen that individual and approved it tonight. He thought she will start sometime in July. He stated that part of the Staff will be in full force. He stated police on the other hand are still a little short. Police Chief Todd Schwieger commented they are getting there.

Mayor Feldman commented that different times are being seen than what they are used to as Schwieger told them two years ago, pre-pandemic that they would get as many as twenty applicants and now they are seeing a lot fewer. He stated the environment has changed and they have to adjust accordingly. He stated he is proud of the Council and Staff to be able to do that. He thought they may lose out if they delay on the vehicle purchase because things have changed. He stated governing is hard if the work is actually done and they, in the last six years, do that work. He stated the Council is available if there is anything residents want to talk to them about. He encourage residents to call or email to talk to them because they are there to help. He stated they all work as a team. He thanked Staff for the work they do on a day to day basis because it can be difficult at times. He thanked them for their patience, tolerance, and work because their work gets the City where it is at. He stated the City has a lot of things coming up between Highway 47, the City Hall/ Fire Station, Vista Prairie Housing, Platinum Housing coming up, residential development and the expansion of MUSA. He stated these are all big ticket items that in the next years to come will make the City so different than today. It is important that these things get accomplished. It takes time but he doesn't worry about problems coming up but he has full faith and confidence that this team together, through due diligence and working together will solve the problem in due time and with the least expense as possible. He stated he is very appreciative as a Mayor that in his corner is the Staff they have working together as a real unit for the good of the residents.

Robinson asked for an update on Highway 47 and when the next meeting will be with MnDOT. He stated that there is a perception that this isn't a priority but it is but things are happening behind the scenes.

City Administrator Kate Thunstrom stated several weeks ago Staff met with MnDOT and

reviewed the last four designs in a brainstorming session and came up with three new designs which included adding roundabouts. Other ideas considered adding a possible frontage road, adding possible three-lane roads, signals and a lot of different ideas. She stated WSB met with her and went over the notes and ideas and the next step is drawing the ideas out and running the data on the designs.

Mayor Feldman commented one important thing she said was that everything was on the table. Which took years to convince MnDOT of. He stated 47 is a vital thoroughway to the City. He stated he keyed in on safety above all, access to the commercial businesses and expansion of the commercial base which is going to be beneficial. He stated they have said they are open to two roundabouts, not four. If they are discussing multiple options that is good.

Thunstrom commented there may be a recommendation of four roundabouts but other ideas have been suggested. She stated there is a design where the City gets everything they want and where getting everything to function works. To do the frontage road right-a-way will be given up but in the long term it could be good. She stated the engineers were keen on roundabouts and the data and safety behind them so they may end up with four roundabouts.

Mayor Feldman stated if they want to see what works come, sit and watch like they do every day and they will know what City Staff all know that if there wasn't a stoplight on Pederson right now you couldn't cross 233rd east and west without having some sort of accident. He stated the two hardest organizations in his opinion after six years of being Mayor is MnDOT and DNR. Those are the two hardest ones to work with so he can't say it will be easy to get what the City wants. He stated he will be happy if they get half of what they want and if it works out to the benefit of St. Francis and not a detriment. He stated they are not naive and know how the game works. He thought hiring WSB was really good and standing firm and listening to what residents want. He stated residents don't want all that MnDOT wants so MnDOT has to be flexible. He stated it is just like with the MSA that Jochum is dealing with on Poppy street because he thought they could be more flexible than they are with the traffic control measures but they are engineers.

13. UPCOMING EVENTS

June 28, 2022 – City Council Work Session – 5:30 p.m.

July 5, 2022 – City Council Meeting– 6:00 p.m.

July 18, 2022– City Council Meeting– 6:00 p.m.

12. ADJOURNMENT

There being no further business, Mayor Feldman adjourned the regular City Council at 7:35 p.m.



CITY COUNCIL AGENDA REPORT

TO: Mayor and Council
FROM: Dave Schmidt, Fire Chief
SUBJECT: Accept Donation
DATE: July 5th, 2022

OVERVIEW:

The fire department has received an anonymous donation of \$150.00 for firefighter support related activities.

ACTION TO BE CONSIDERED:

Motion to accept a donation for the amount of \$150.00 dollars to be used in firefighter support related activities.



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Todd Schwieger, Police Chief
SUBJECT: Animal Control Service
DATE: July 5, 2022

OVERVIEW:

On May 23rd, 2022 the City released a Request for Proposals (RFP) seeking quotes for animal control services to serve the City of St. Francis. As of the June 10th RFP deadline one animal control service proposal was received from a business known as On Line Retrievers. On Line Retrievers has been providing animal control services for the past 12 years and currently serves several communities including Mille Lacs County, Isanti County and townships in Sherburne County. They operate a facility located in Ogilvie, MN which is approximately 31 miles north of St. Francis. They are currently licensed by the MN Board of Animal Health and hold a certificate of commercial general liability insurance which meet the requirements set forth in the RFP. The City of St. Francis would be named as an additional insured once approved. Attachments include the original proposal for services, the prepared contract, MN Board of Animal Health Kennel License, and facility photos.

ACTION TO BE CONSIDERED:

City Council to approve the contract between the City of St. Francis and On Line Retrievers for animal control services. City Council to terminate the temporary service agreement between the City of St. Francis and Canine Country Club effective July 18th, 2022. A ten day notice is required per the Temporary Animal Control Letter of Understanding agreement.

BUDGET IMPLICATION:

All fees are the responsibility of the animal owner and the only time there is a fee to the City of St. Francis is on the occasion that an owner is unable to be located or a pickup is canceled.

Attachments:

- On Line Retrievers Service Proposal, Prepared Contract Between City of St. Francis and On Line Retrievers, MN Board of Animal Health Kennel License, Facility Photos.

We have been providing animal control services for the past 12 years and also off and on in the mid 80's - early 90's for about 6 years for a total of 18 years of experience. We also have canine experience from owning/operating On-Line Retrievers since the early 80's. We offer dog training/dog vacations for all breeds.

We are committed to providing exceptional services to all of the canine

guests in our care. Our facility is situated on 160 acres of pure doggy

paradise in Ogilvie, with specially designed ponds for all of our

canine guests to swim in summer, fields to run in and extra large fenced in play yards for them to safely run amok in. We do feed a quality dog food,

Nutri Source Performance and we do have a large following of generous people who gift the dogs gently aged meat that we dehydrate into healthy dog treats.

We have 3 separate kennel buildings—35x60, 30x40 and 45x56 on the property and can hold up to a total of 50 dogs, if necessary. Kennel buildings are heated with 2 separate heating units- one is radiant overhead heat and backup heat is heat pump. The buildings also have commercial dehumidifiers to keep the moisture level to a minimum and buildings are also equipped with exhaust fans to bring in fresh air and rid the room of stale air, all buildings are also equipped with air conditioners. Kennel floor is epoxied for easier clean up and kennels/ outside exercise area are sanitized, disinfected with Wyziwash.

Each kennel building has a 1,500 gallon holding tank, which is pumped by a professional septic service.

All individual kennels are either 4x8, or 4x12. All kennels for our canine impound

guests are kept clean and secure so that all our canine guests have to focus

on is having a great time until their owner has been found.

We are approximately 31 miles from St Francis, right up Hwy 47.

We do have a microchip scanner to scan all canine for chips. We can implant microchips upon request for \$30. plus tax.

We have an extensive following on social media to aid in the return of our canine guests with their humans.

We are available to our jurisdictions 24 hours a day, 7 days a week,

holidays included. For the convenience of the canine owners-we are available by appointment only for the release of their dogs. This way we can accommodate a dog owner's schedule so the owner does not have to leave work early or worry about paying additional fees for reclaiming their canine after hours.

We provide animal control services for the entirety of Mille Lacs County-minus Trust Land, most of Isanti County and a couple townships in Sherburne County. In Mille Lacs County only, we also determine dogs to be potentially dangerous or dangerous and send appropriate letters, educate owner in an attempt to avoid further bites, we notify other cities/counties if a dog bites in MLC -but the dog lives in another area, we attend appeals concerning potentially dangerous/ dangerous dogs, we do yearly kennel

inspections for commercial kennels/recreational kennels, and we do yearly inspections of dangerous dogs. We provide rabies quarantines for dog bites in all areas. We do have a couple of areas that we are responsible to collect information and fees for city dog licences.

Our impound facility is licensed by the State of Minnesota and we have

passed yearly inspections with flying colors with not only the State of Minnesota, the USDA and also our own veterinarian.

We are commercially insured through Innovative Insurance-our agent is Scott Gaughran out of Shakopee. Our vehicles are also insured. The umbrella insurance to cover Saint Francis will be provided once we know a contract will be in place -due to the cost of adding the coverage of Saint Francis.

FEES

We don't charge a monthly retainer to any of our municipalities. We hold the canine owner accountable for all fees pertaining to their canine, when/if found.

Call out for us to drop everything and go pick up dog: \$100.00 each call to go pick up a canine. Boarding- includes all exercise and food: \$35.00 per calendar day plus tax

Mileage-round trip: Current IRS mileage

Owner is responsible for all fees in order to reclaim their canine.

We do accept Visa/Mastercard or cash. There is a 4% surcharge to use Visa/Mastercard.

The ONLY time there is a fee to City of St Francis:

+ If there is a canine that we cannot locate the owner, St Francis

will be billed--unless we can find a new home for the canine and then

that new owner would be responsible for all the fees for that dog. If we cannot locate a good home, then the canine is transferred to a humane society/rescue and St Francis

is billed for the stray hold.

+ If we get called out and the call is cancelled for whatever reason, St Francis will be billed

\$100. for calling us out and the mileage round trip.

~ David or Michelle Russell

1124 175th Ave, Ogilvie MN 56358 320-492-5865

Animal Control Agreement

THIS AGREEMENT made this July____, 2022, by and between Online Retrievers 1124 175th Ave Ogilvie, MN 56358, hereinafter referred to as "Contractor", and the City of St. Francis 23340 Cree Street, St. Francis MN, 55070 hereinafter referred to as "City".

WITNESSETH, that Contractor and City, for the consideration stated herein, mutually agree as follows:

STATEMENT OF THE WORK. The Contractor shall furnish all labor, equipment, and services Performed for the job of animal control officer for the City, as set forth below in an efficient and workmanlike manner in accordance this Agreement. Contractor shall comply with all federal, state, and local laws and ordinances in performing the duties as specified herein.

THE CONTRACT PRICE: The City will pay Contractor for performance of this Contact, in current funds as follows: \$100.00 per animal and current IRS rate per mile for pick-up and drop off of dogs as directed by the members of the St. Francis Police Department, whether an animal is then actually picked up, or if the Contractor goes to a place as directed and finds there is no animal to be picked up. Multiple dogs at the same location is no additional charge. If contractor is en route and call is canceled charges will be \$100 for the call out and the mileage round trip. If the owner is found, said owner will be responsible for all fees.

\$35.00 boarding fee per calendar day, plus tax, per dog that includes all exercise and food. Cats will not be picked up and boarded. This boarding fee will be charged/billed to the City if the owner is not found and the dog is not claimed after the required length of impound stay. If the owner is found, said owner will be responsible for all fees.

Extra services, such as multiple animals seized per a search warrant or out of the ordinary circumstance will be arranged between City and contractor on a case by case basis.

Contractor shall have 1-2 hours to respond to a call from the City, and have up to 4 hours for a pickup of an animal. All calls from dispatch should leave all information on voicemail to include the reporting party, physical address, type of dog, disposition if known for safety and ICR number.

Contractor will provide the City with a monthly expense sheet showing:

- a) the number of animal pickups in that month;
- c) the number of animals and days that Contractor boarded animals in that month that have not been subjected to a "Declaration of Dangerous Dog," or a dog that needs to be quarantined for any reason;

CONTRACTOR'S DUTIES Contractor shall upon request of the members of the St. Francis Police Department, take all reasonable steps to catch and take into custody

any animal determined to be in violation of any City Ordinance or Minnesota State Statue.

All apprehensions of dogs directed by the member of the St. Francis Police Department shall be treated humanely and shall be delivered into the custody of the party of facility designed by the City and Contractor. The Contractor agrees to comply with all state laws regarding waiting periods. City is responsible for any and all necessary basic medical attention needed at its discretion, and the Contractor will provide a detailed breakdown of charges for necessary basic medical attention to the City. All stray dogs picked up will be listed on social media such as Lost Dogs MN Facebook page or similar sites in an attempt to locate the owner. Contractor shall supervise the drafting and service of appropriate notice when a dog has been picked up, and deliver notice to the City Clerk for further posting, as required, pursuant to St. Francis Code Section 8-3-1.

The Contractor shall not keep any animal longer than required by City Code Section 8-3-1 All animals unclaimed by the end of the required period shall be surrendered an appropriate facility in accordance with the applicable City Code or State law.

Reclaiming. All animals conveyed to Online Retrievers shall be kept, with humane treatment and sufficient food and water for their comfort, at least five regular business days, unless the animal is a dangerous animal as defined under City Code Section 8-3-1 in which case it shall be kept for ten regular business days or the times specified in City Code Section 8-3-1, and except if the animal is a cruelly- treated animal in which case it shall be kept for ten regular business days, unless sooner reclaimed by their owners or keepers as provided by this section.

Owners reclaiming their dogs will pay for all costs associated with picking up, basic necessary medical attention provided, and boarding the dog. Contractor will obtain verification from the owner as to proof of ownership of the dog such as microchip, vet bills or photos as well as photo identification of the person claiming the dog. All billing to the City will include the ICR number, status of dog (returned, adoption, etc) and rate, mileage and boarding fees.

LICENSING AND CERTIFICATION: Contractor hereby agrees to maintain all Professional Licensing and Certification required by local, state and federal law, and/or Association for Dog Catchers and Dog Kennels.

IDENTIFICATION: The City shall provide Contractor with appropriate credentials and/or identification to identify her as the "Animal Control Official for the City of St. Francis".

INDEMNIFICATION/INSURANCE: Contractor agrees to indemnify and hold the City harmless against all claims, losses, causes of action, and expenses, including legal expenses arising relative to Contractor's performance of this Contract. City shall not be liable for any loss suffered by Contractor due to personal injury or because of damage to, or destruction of any property, or any loss of profits or other consequential damages or any inconvenience resulting from the theft, damage to, or destruction of personal property.

Contractor shall be solely responsible for and shall maintain general liability

insurance coverage specifically for the Contractor's duties.

Contractor agrees to maintain in full force and effect general liability coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate naming City as an additional insured on the policy. The policy must state that the insurance company must give written notice to the City thirty (30) days prior to canceling the insurance contract. The initial policy and any subsequent changes in the insurance policy must be approved by the City.

LEGAL STATUS: The parties agree that the Contractor is in full control of the manner in which work is pursued and the Contractor shall not receive retirement benefits, PERA benefits, or any other fringe benefits offered to employees of the City and shall, in all respects be deemed an Independent Contractor.

TERMINATION: It is further agreed that in a case of violation, breach or non-performance by the Contractor of any of the agreements contained in this Contract, City shall have the right to declare this Contract immediately null and void upon written notice to Contractor.

REPRESENTATION: The Contractor represents that they employ employees who are properly trained to perform the Contract, and if required by the State, are certified by the State of Minnesota.

FACILITIES AND EQUIPMENT: Contractor shall be responsible for providing all tools and equipment necessary to perform its duties as the City dog kennel. The City will not provide office space to Contractor for services as dog care provider. Contractor shall also provide appropriate kennels for the retention of dogs caught by Contractor until appropriate disposition can be made for each such dog retained.

ACCOUNTING AND BILLING: The City agrees to pay for such services each month within twenty (20) days of its receipt of each month's billing from Contractor.

BUSINESS RECORDS. At all times during the course of this Agreement, and upon termination of this Agreement by either party, all files, documents and records relating to performance of dog caring by Contractor shall remain the property of City, and shall be provided to City at any time upon its request to Contractor. Contractor shall maintain records as required by St. Francis City Code Section 8-3-1.

Pursuant to the provisions of Minn. Stat. Sec. 13.05, Subd. 11, Contractor understands that all data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing these functions and under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act as if it were a government entity.

AUDIT OF RECORDS. The books, records, documents and accounting procedures and practices of Contractor relevant to the Agreement are subject to the examination by City representatives and either the legislative auditor or the state auditor as appropriate pursuant to Minn. Stat. §16B.06, Subd. 4. and any amendments there under.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other agreements or representations, whether written or oral.

HEADINGS: Headings are for convenience only and are not a part of this Agreement.

TERM: This Contract shall become effective upon its execution and continue for one year with a 60-day notification of termination. No amendment or modification of this Contract shall be effective unless made in writing and signed by both the City and the Contractor.

IN WITNESS THEREOF, the parties have executed this Contract on the day and year first above written.

CITY OF ST. FRANCIS

CONTRACTOR

By: _____

Steven D. Feldman, Mayor

By: _____

By: _____

Jennifer Wida, City Clerk

Dated: _____, 2022

mn MINNESOTA
BOARD OF ANIMAL HEALTH

625 Robert Street North
St. Paul, MN 55155
651-296-2942
animalhealth@state.mn.us
www.mn.gov/bah

License Kennel

David and Michelle Russell

1124 175th Ave
Ogilvie, MN 56358



License: **MN741271**

Expires December 31, 2022









CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Jenni Wida, City Clerk
SUBJECT: Appointment of Election Judges
DATE: July 5th, 2022

OVERVIEW:

The city of St. Francis will be conducting a Primary Election, August 9th, 2022. Pursuant to Minnesota Statutes Section 204B.21, election judges for precincts in a municipality must be appointed by the governing body of that municipality.

ACTION TO BE CONSIDERED:

A motion to adopt Resolution 2022-36 a resolution appointing the election judges for the State Primary Election to be held on August 9th, 2022.

Attachments:

- Resolution 2022-36 – Appointing election judges for the primary election.

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

RESOLUTION 2022-36

A RESOLUTION APPOINTING JUDGES OF ELECTION
FOR THE
PRIMARY ELECTION, AUGUST 9, 2022

Whereas, the City of St. Francis will be conducting a General Election on November 3, 2020; and

Whereas, pursuant to Minnesota Statutes Section 204B.21. Election judges for precincts in a municipality must be appointed by the governing body of that municipality; and

Whereas, the hourly rate of pay will be \$15.00 for regular election judges and \$15.50 for head judges.

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

1) That the following persons be appointed to serve as election judges for the for the Primary Election, August 9, 2022:

Rose Caswell	Dawnette Boyd
Melissa Denning	Therese Cathers
Michael Minkler	Marlene Drozdik
Mark Peterson	Rebecca Gerlach
Natalie Santillo	Kathy Minkler
Kathleen Stadel	Maureen Ness
Ray Steinke	Jessica Running
Sara Watkins	David Watkins
Shirley Williams	Richard Williams
Carolynn Thompson	Lisa Stoll
Patricia Bloomer	

2) That Council authorize staff to train and hire additional election judges not named here should the need arise.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS, ANOKA COUNTY, MINNESOTA THIS 5th DAY OF JULY, 2022.

APPROVED:

ATTEST:

Steven D. Feldman, Mayor

Jennifer Wida, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Jenni Wida, City Clerk
SUBJECT: Acknowledgement to Conduct a Raffle - Minnesota Deer Association
DATE: July 5th, 2022

OVERVIEW:

Minnesota Deer Association has applied for an exempt permit with the MN Gambling Control Board. Minnesota Deer Association would like to hold a raffle event at The St. Francis American Legion, Post #622 on September 12, 2022. In order for the nonprofit to conduct a raffle activity they must apply through the State, receive City acknowledgment of the event and then send the signed application to the Gambling Control Board for official approval.

ACTION TO BE CONSIDERED:

A motion would be in order to acknowledge the application to conduct a raffle from Minnesota Deer Association for a raffle event to be held on September 12, 2022 at The St. Francis American Legion, Post #622.

Attachments:

- Application

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

11/17
Page 1 of 2

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Minnesota Deer Association - Rum River Chapter Previous Gambling Permit Number: X-30002-21-017

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____

Mailing Address: _____

City: Coon Rapids State: MN Zip: 55448 County: Anoka

Name of Chief Executive Officer (CEO): Jackie Lohse

CEO Daytime Phone: _____ CEO Email: _____
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted
(for raffles, list the site where the drawing will take place): St Francis American Legion Post #622

Physical Address (do not use P.O. box): 3073 Bridge St NW

Check one:

☒ City: St. Francis Zip: 55070 County: Anoka

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): September 12, 2022

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

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

LG220 Application for Exempt Permit**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)****CITY APPROVAL
for a gambling premises
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

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

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

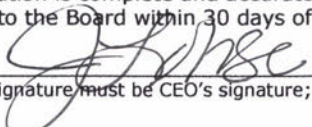
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature:  Date: 06/28/2022

(Signature must be CEO's signature; designee may not sign)

Print Name: Jackie Lohse

REQUIREMENTS**Complete a separate application for:**

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

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

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

MAIL APPLICATION AND ATTACHMENTS**Mail application with:**

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

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

Questions?

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

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



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Jenni Wida, City Clerk
SUBJECT: Acknowledgement to Conduct a Raffle – St. Francis Athletics Booster Club
DATE: July 5th, 2022

OVERVIEW:

The St. Francis Athletics Booster Club has applied for an exempt permit with the MN Gambling Control Board. Athletics Booster Club would like to hold a raffle event at The Ponds Golf Course on October 15, 2022. In order for the nonprofit to conduct a raffle activity they must apply through the State, receive City acknowledgment of the event and then send the signed application to the Gambling Control Board for official approval.

ACTION TO BE CONSIDERED:

A motion would be in order to acknowledge the application to conduct a raffle from the St. Francis Athletics Booster Club for a raffle event to be held on October 15, 2022 at The Pond's Golf Course.

Attachments:

- Application

LG220 Application for Exempt Permit

Page 1 of 4

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: St. Francis Athletics Booster Club Previous Gambling Permit Number: X-
 Minnesota Tax ID Number, if any: Federal Employer ID Number (FEIN), if any:
 Mailing Address:
 City: Zimmerman State: MN Zip: 55398 County: Isanti
 Name of Chief Executive Officer (CEO): Tracy Torson
 CEO Daytime Phone: CEO Email: (permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO):

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): The Ponds Golf Course
 Physical Address (do not use P.O. box): 2881 229th Ave NW
 Check one:
☒ City: St. Francis Zip: 55070 County: Anoka
☐ Township: Zip: County:
 Date(s) of activity (for raffles, indicate the date of the drawing): October 15th 2022

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

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

LG220 Application for Exempt Permit

Agenda Item # 4F.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**CITY APPROVAL
for a gambling premises
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

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

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Tracy Torson Date: 6/29/22
(Signature must be CEO's signature; designee may not sign)

Print Name: Tracy Torson**REQUIREMENTS****Complete a separate application for:**

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

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

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

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

MAIL APPLICATION AND ATTACHMENTS**Mail application with:**

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

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

Questions?

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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

An equal opportunity employer



CITY COUNCIL AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: 23115 Ambassador Blvd, Demolition RFP
DATE: July 5th, 2022

OVERVIEW:

The City acquired the single-family property at 23115 Ambassador for the purposes of a road extension.

Staff tried to sell the property and have it moved reducing the need to demolish it. The companies that were contacted did not move forward with those offers because of the height of the property. The height of the house is too tall for the infrastructure it may need to be moved through or around.

ACTION TO BE CONSIDERED:

Council requested to review and approve the release of the RFP for Demolition and clean up of the stated property.

Attachments:

- Request for Proposals for the Demolition and Cleanup for 23115 Ambassador Blvd



23340 CREE ST. NW. ST FRANCIS, MN 55070

763-235-2309

Request for Proposal
Demolition and Property Cleanup
for
23115 Ambassador Blvd NW
St. Francis, MN 55070

July 5, 2022

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- 1.5 Project Information Contact
- 1.6 Project Timetable
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2.0 SCOPE OF WORK

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- 2.2 Unenforceability
- 2.3 Scope of Work

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- 3.2 Proposal content
- 3.3 Proposal Submission
- 3.4 Proposal Evaluation and Selection

4.0 TERMS AND CONDITIONS

5.0 GENERAL CONDITIONS

6.0 REQUIRED FORMS

7.0 ATTACHMENTS

SECTION 1.0

1.1 PROJECT DESCRIPTION

The City of St. Francis is seeking proposals from qualified applicants to provide excavation, demolition and proper disposal of all buildings and foundations on a property located at 23115 Ambassador Blvd. NW, St. Francis, MN 55070

1.2 AUTHORITY

The property is currently owned by the City of St. Francis

1.3 BACKGROUND

The property was purchased for the purpose of demolition and future road redevelopment

1.4 PROPERTY DESCRIPTION

A. Type: Residential property and house

Address: 23115 Ambassador Blvd. NW, St Francis, MN 55070

Built: 1930

Parcel Identification Number: 32-34-24-31-0020

Lot Size: 0.31 acres

1.5 PROJECT INFORMATION CONTACT

Questions concerning the RFP shall be in written format, sent by U.S Mail or email and directed to the below listed name, prior to 4:30 p.m. on Thursday, July 14, 2022

City of St. Francis
Community Development Department
Attn: Jodie Steffes
23440 Cree Street NW
St. Francis, MN 55070
jsteffes@stfrancismn.org

1.6 PROJECT TIMETABLE

The following timetable will be followed during the course of the RFP process:

- | | |
|-------------------------------------------------|----------------------------------|
| a. Request for Proposals Issued: | 07-5-2022 |
| b. Site Visit (optional): | 07-13-2022 |
| c. Deadline for written questions: | 07-14-2022, 4:30 p.m. |
| d. Deadline for RFP submission: | 7-21-2022, 4:30 p.m. |
| e. Council Selection | |
| f. Sign contract, submit insurance and security | |
| g. Job Notification/Demo Permit Released | |
| h. Demolition completed by | 90 days after contract signature |

1.7 DEFINITIONS

Asbestos: means an incombustible, chemical-resistant, fibrous mineral form of impure magnesium silicate. Prolonged, inhalation of asbestos can lead to asbestosis -- a chronic, progressive lung disease.

Cesspool: means an underground pit, receptacle, or seepage tank that receives sewage directly from a building sewer and leaches sewage into the surrounding soil, bedrock, or other soil materials. Cesspools include sewage tanks that were designed to be watertight, but subsequently leak below the designed operating depth.

City: means City of St. Francis.

Contractor (or general contractor) or Proposer: means an organization or individual that contracts with the City for the removal, disposal and contract costs required pursuant to the RFP. The “general contractor” is responsible for the demolition, removal and proper disposal of all solid waste materials resulting from the property. In situations where it is needed, the “general contractor” may rely on the services of a “subcontractor” to remove and properly dispose of certain “hazardous wastes” materials, and or other waste materials that the “general contract” may not be qualified to handle if so noted in the RFP or approved by the City in writing.

Construction and Demolition Debris Land Disposal Facility: means a site permitted by the Minnesota Pollution Control Agency (MPCA) and or licensed by a County that is used to Dispose of Construction and Demolition Debris.

Construction and Demolition Debris (or Demolition Waste): means Solid Waste resulting from construction, remodeling, repair, erection and demolition of buildings, roads and other artificial structures, including: concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, plastic building parts, plumbing fixtures, roofing materials, wallboard, and built-in cabinetry. Construction and Demolition Debris does not include: asbestos waste; auto glass; wood treated with chemical preservatives; furniture; lighting equipment; vermiculite; contaminated soil; firebrick; food waste; machinery; engine parts; paints; paint thinners or

solvents; varnishes; street sweepings; tar; carpet/padding if not affixed to a structure; mattresses; adhesives, caulking, sealants and applicators, brushes, containers, tubes, filters contaminated with these materials; sandblasting materials; agricultural chemicals or containers (including empty pesticide, herbicide, and insecticide containers); chemical containers; animal carcasses, parts, or rendering and slaughterhouse wastes; appliances (including white goods and brown goods); ashes or hot wastes that could spontaneously combust or ignite other wastes due to high temperatures; ash from incinerators, resource recovery facilities and power plants; batteries; carbon filters; fluorescent tubes and ballasts; high-intensity discharge lamps; foundry wastes; Hazardous Waste; household Refuse or garbage; infectious waste; liquids (any type), liquid non-hazardous materials; medical waste; mercury containing wastes (thermostats, switches); PCB contaminated wastes; petroleum products and their containers or filters (including oil, grease or fuel); radioactive waste (unless natural materials at normal background levels); septic tank pumping's; sludge's (including ink, lime, wood, sewage or paper); live coal tar (including applicators, containers, and tubes); Waste Tires; vehicles; Yard Waste; and packaging materials, including cardboard, paper, shrink-wrap and Styrofoam. Mixtures of Construction and Demolition Debris with other Solid Waste are not Construction and Demolition Debris.

Chemical Container(s): means any portable device in which a chemical such as pesticides, insecticides, fertilizers, or other such related materials either in bulk form or liquid form is stored, transported, or otherwise handled.

Chlorofluorocarbons (CFCs): A family of inert, nontoxic, and easily liquefied chemicals used in refrigeration, air conditioning, packaging, insulation, or as solvents and aerosol propellants. Because CFCs are not destroyed in the lower atmosphere, they drift into the upper atmosphere, where their chlorine components destroy ozone.

Electronic Waste: (abbreviated E-Waste) means devices containing complex circuitry, circuit boards, or signal process capabilities for processing or displaying information. Electronic products include, but are not limited to, computer monitors, computers, televisions, photocopiers, facsimile machines, video monitors and equipment, telephones and telecommunication equipment, cordless rechargeable appliances, and audio equipment.

Hauler: means any Person licensed by a City who collects or transports solid waste, recyclable materials or Yard Waste, but does not include a Self-Hauler.

Hauler Services: means the Mixed Municipal Solid Waste Services provided by a Hauler or Self-Hauler.

Hazardous Waste: means any Refuse, sludge, or other waste material or combinations of Refuse, sludge or other waste materials in solid, semisolid, liquid, or contained gaseous form which because of its quantity, concentration, or chemical, physical, or infectious characteristics may:

- a. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or

- b. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed. Categories of Hazardous Waste materials include, but are not limited to: explosives, flammables, oxidizers, poisons, irritants, and corrosives. Hazardous Waste does not include source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended.

Household Hazardous Waste: means waste generated from household activity that exhibits the characteristics of or that is listed as hazardous waste under MPCA rules, but does not include office materials, restaurant and food preparation waste, discarded machinery, demolition debris, or household refuse.

Licensee: means the Person who has been issued a license by a City to carry out any of the activities for which a license is required under the provisions of this Ordinance.

Major Appliance or Appliance: means clothes washers and dryers, dishwashers, hot water heaters, heat pumps, furnaces, garbage disposals, trash compactors, conventional and microwave ovens, ranges and stoves, air conditioners, dehumidifiers, refrigerators, freezers and other appliances designated by State law or this Ordinance.

Mixed Municipal Solid Waste or MMSW: means:

- a. Garbage, Refuse, and other Solid Waste from residential, Non-Residential, industrial, and community activities that the Generator of the waste aggregates for Collection, except as provided in paragraph B.
- b. Mixed Municipal Solid Waste does not include auto hulks, street sweepings, ash, Construction and Demolition Debris, mining waste, sludge's, tree and agricultural wastes, Waste Tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and Disposed of as separate waste streams, but does include Source-Separated Compostable Materials.

Polychlorinated Biphenyl or “PCBs”: means an industrial solid waste that consists of two hundred nine (209) possible compounds that may have 1-10 chlorine atoms attached to a biphenyl aromatic structure.

Problem Material: means a material that, when processed or disposed of with Mixed Municipal Solid Waste, contributes to one of the following results: 1) the release of a hazardous substance, or pollutant or contaminant as defined in Minn. Stat. §115B.02; 2) pollution of water as defined in Minn. Stat. §115.01; 3) air pollution as defined in Minn. Stat. §116.06; or 4) a significant threat to the safe or efficient operation of a Solid Waste Management Facility.

Property: means that property with an address of:

- A. 23115 Ambassador St NW, St. Francis, MN 55070.

Public Health Nuisance: means the creation of conditions or acts that unreasonably annoy, injure, or endanger the safety, health, comfort, or repose of any number of members of the public.

Recycling Facility: means a facility approved of and or licensed by a County used to aggregate, process, or market Recyclable Materials. Recycling Facility does not include an individual generator of Recyclable Materials, such as a homeowner or business and it does not include a manufacturer using Recyclable Materials as feedstock.

Recyclable Materials: means marketable materials that are separated from Solid Waste for the purpose of Recycling, including paper, glass, plastics, metals, automobile oil, and batteries. Refuse-derived fuel or other material that is destroyed by incineration is not a Recyclable Material. Recyclable Materials also refers to marketable materials separated from Industrial Solid Wastes and Construction and Demolition Debris for the purpose of recycling.

Recycling: means the process of Collecting and preparing Recyclable Materials and reusing the materials in their original form or using them in manufacturing processes that do not cause the destruction of Recyclable Materials in a manner that precludes further use.

Solid Waste: means garbage, Refuse, sludge from a water supply treatment plant or air contaminant treatment Facility, and other discarded waste materials and sludge's, in solid, semisolid, liquid, or contained gaseous form, resulting from industrial, mining, and agricultural operations and from Non-Residential Property, and from community activities, but does not include Hazardous Waste; animal waste used as fertilizer; earthen fill, boulders, rock; sewage sludge; solid or dissolved material in domestic sewage or other common pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste water effluents or discharges which are point sources subject to permits under Section 402 of the federal Water Pollution Control Act, as amended; dissolved materials in irrigation return flows; or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended.

Solid Waste Management Facility: means a Solid Waste Land Disposal Facility, a Construction and Demolition Debris Land Disposal Facility, an Industrial Solid Waste Land Disposal Facility, a Compost Facility, a Transfer Station, a Solid Waste Processing Facility, a Waste Tire Facility, a Waste Tire Collection Site, a Waste Tire Facility, a Waste Tire Processing Facility, or a Recycling Facility, that is recognized and approved for acceptance by the Solid Waste Administrator for the purposes of private property abatement. If the above solid waste management facility is located within the County, it must possess a license by the County in order to operate.

Steeple: A tall tower of a church or other building.

Transportation or Transports: means the conveying of Solid Waste from one place to another.

Waste Tire: means a pneumatic tire or solid tire for motor vehicles that has been discarded or that can no longer be used for its original intended purpose because of wear, damage, or defect.

2.0 SCOPE OF WORK

2.1 PURPOSE

The purpose of this project is the excavation, demolition, and proper disposal of all building structures, their foundations and accessory buildings. Property to be filled, graded and seeded with necessary erosion controls.

2.2 UNENFORCEABILITY

Any clause in a public works contract that waives, releases, or extinguishes the rights of a contractor to seek recovery for costs or damages, or seek an equitable adjustment, for delays, disruption, or acceleration in performing the contract is void and unenforceable if the delay, disruption, or acceleration is caused by acts of the contracting public entity or persons acting on behalf of the public entity for which the public entity is legally responsible. Minn. Stat. Ann. § 15.411 (West).

2.3 SCOPE OF WORK

The successful proposer is required to complete the following Scope of Work during the course of the abatement:

- a. Demolition and complete removal of all property buildings and foundations.
- b. Back fill with clean fill to six inches (6”) above grade, and provide for final grading of the property.
- c. Add seed and necessary erosion controls.
- d. If present, remove and properly dispose of petroleum contaminated soils according to Minnesota Rules Chapter 7037 (Petroleum Contaminated Soil Management).
- e. Submit invoices to the City along with verification that all solid waste and hazardous waste materials removed from the property were properly disposed of at a permitted and licensed facility, or as directed. Verification to include:
 - i. Type and quantity of solid waste items/materials removed,
 - ii. Disposal site(s), or Recycling Facility(s)

3.0 REQUEST FOR PROPOSAL

3.1 PRE-DEMOLITION AND CLEANUP SITE TOUR

A Pre-Demolition site visit of the property will be conducted for all interested contractors who intend to complete an RFP for the project. Call project contact to schedule a date and time. Visits must be scheduled at least 48 hours ahead of time.

3.2 PROPOSAL CONTENT

Submitted proposals shall contain the following to be considered complete and valid:

- 1. Cover Letter (See 4.0.B for signature requirement)
- 2. Request for Proposal including the following completed forms:
 - a. Form 1 – Proposer Identification/ Description
 - b. Form 2 – Cost Sheet
 - c. Form 3 – Certification (See 4.0.B for signature requirement)

3.3 PROPOSAL SUBMISSION

Qualified contractors shall submit their proposals using one of the following two methods; 1) emailed PDF format, or 2) In writing with one original copy, by 4:30 P.M. Thursday, July 21, 2022. Failure to submit a proposal on time may be grounds for rejection of the proposal. The proposal shall be addressed to:

City of St. Francis
Attn.: Jodie Steffes
23340 Cree Street NW
St. Francis, MN 55070
Email: jsteffes@stfrancismn.org

3.4 PROPOSAL EVALUATION AND SELECTION

- 1. **Evaluation of Proposals.** Evaluation of proposals by staff, advisory committees, or by any other group is advisory only. The City may consider or reject such evaluations or recommendations for any or all proposals. Such evaluations are for the sole benefit of the City, and as such, they are not binding upon the City nor may they be relied upon in any way by a Proposer.
- 2. **Evaluation.** Each proposal will be evaluated for the following:
 - a. Completeness.
 - b. The proposer's understanding of the Scope of Work to be provided.
 - c. The proposer's previous experience in providing the services called for in the Scope of Work, and any identified conflicts.
 - d. The experience, qualifications, and availability of the staff to be assigned to the City for advisory services.
 - e. The extent to which previous clients have found the services of the proposer, and the staff to be assigned, acceptable.
 - f. Ability to execute Confidentiality Agreements.
 - g. Oral Interview responses if Oral Interviews are conducted as part of the evaluation process.
- 3. **Additional Information Requests.** The City reserves the right to request additional information or clarification from Proposers during any phase of the

proposal evaluation process. During the evaluation and selection process, the City has the right to request the presence of Proposer's representatives and answer specific questions. Notification of any such requirement will be given as necessary.

- 4. **Disqualification.** Any one or more of the following may be considered as sufficient for the disqualification of a Proposer and the rejection of the proposal or proposals:
 - a. Incomplete Proposal Submittal.
 - b. Conflict of Interest with the City or its agents.
 - c. More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
 - d. Lack of qualifications or experience.
 - e. Unsatisfactory performance record, judged from the standpoint of references.
 - f. Failure of the Proposer to be properly licensed or insured.
 - g. Any other reason to be determined in good faith to be in the best interests of the City.
 - h. Failure to comply with any qualification requirements of the City.
- 5. **Selection.** The City will notify the successful proposer on or before the date described in Section 1.6.F.

4.0 TERMS AND CONDITIONS

- A. **RFP Preparation Costs.** Proposers shall bear all costs associated with proposal preparation, submission and attendance at presentation interviews, or any other activity associated with this RFP or otherwise.
- B. **Proposal Signature.** The Cover Letter and Certification pages of the RFP shall be signed by the individual Proposer or a principal of the Proposer who is fully authorized to act on behalf of the Proposer(s) and can be held accountable for all representations.
- C. **Proposal Errors.** Should the Proposer believe that an error appears in the RFP documents, Proposer shall notify the Project Information Contact noted in Section 1.5
- D. **Withdrawal of Proposals.** Any Proposer may withdraw a submitted proposal at any time by notifying, in writing, the Project Information Contact noted in Section 1.5.
- E. **Key Contact Person.** The successful proposer will be expected to identify an individual to serve as the key contact person with the City. Any changes in the key contact person during the course of the project term must be agreed upon by the City, in advance.
- F. **Negotiation of Contract.** The RFP award is subject to successful negotiation of a contract between the successful proposer and the City. The contract will include terms set forth in Section IV of the RFP and proposer's proposal. The City may, in its sole discretion, re-negotiate and/or award to another successful Proposer. Submission of a

proposal as provided herein shall neither obligate nor entitle a prospective Proposer to enter into a contract with the City of St. Francis.

- G. **Project Start/Completion Date.** If chosen as the contractor, the contractor will complete all work within Thirty (30) days of the project start date, absent any unidentified waste or similar existing circumstances. The project start date shall be agreed upon with City.
- H. **Proposer/City Relationship.** The successful proposer will be required to work closely with City Staff during the course of the Abatement process.
- I. **Stop Work.** The successful proposer shall stop work on the property and notify City if any additional work outside to the scope of work noted in Section 2.3 is identified such as but not limited to buried utilities, contaminated soils, unidentifiable waste, or hazardous waste.
- J. **Licensed Waste Hauler.** The successful proposer must be a licensed waste hauler or must retain the services of a licensed refuse hauler for the removal of solid waste materials.
- K. **Cost sheet Exceedance.** Cost increases shall be submitted to the City in writing prior to authorization of payment.
- L. **Invoice Submittal.** Because this is a City authorized cleanup, the successful proposer/contractor shall be working for the City as an independent contractor and all invoices shall be submitted to the City only.
- M. **Use of Permitted Solid Waste Facilities.** The successful proposer shall dispose of all solid waste and hazardous waste (including HHW and demolition debris) resulting from the property at solid waste facilities that are permitted and licensed by either County, and/or the Minnesota Pollution Control Agency.
- N. **Verification of Proper Disposal.** The successful proposer shall provide receipts and other documentation necessary to verify legal disposal to the City.
- O. **Invoice Payment.** The successful proposer shall understand that if any of the conditions in 4.0.N and 4.0.O are not met, payment or reimbursement may not occur for partial or all costs incurred.

5.0 GENERAL CONDITIONS

- A. **Invitation for Proposals.** The issuance of this Request for Proposal (“RFP”) constitutes only an invitation to submit proposals to the City of St. Francis. It is not to be construed

as an official request for bids, but as a means by which the City can acquire information related to retaining Contractor services.

- B. Submission of Proposals. The City is not obligated to respond to any proposal submitted nor is the City legally bound in any manner whatsoever by the submission of a proposal.
- C. Compliance with Minimum Standards. The City reserves the right to determine, in its sole and absolute discretion, whether any aspect of any proposal satisfactorily meets the criteria established in this RFP.
- D. Additions, Amendments, and Withdrawal/Cancellation of RFP. The City reserves the right to add to, amend, withdraw and/or cancel, in part or entirely, this RFP for any reason and at any time with no liability to any prospective Proposer for any costs or expenses incurred in connection with the RFP or otherwise. If any part of the RFP is revised, addenda to the RFP will be provided to all Proposers who provided a copy of the RFP.
- E. Cancellation. The City reserves the right, without any liability, to cancel the award of any proposals at any time before execution of any subsequent contract or agreement documents by all parties.
- F. City Interests. The City reserves the right to reject any and all proposals which do not, in the City's judgment, serve the best interests of the City. The City also reserves the right to accept other than the lowest cost proposal.
- G. City Rights. The City has broad rights with respect to the proposal detailed in this RFP. The City of St. Francis may decide to contract with more than one entity to develop the services contemplated herein. The City also reserves the right to:
 - a. Withdraw this Request for Proposal at any time.
 - b. Accept any proposal.
 - c. Reject all proposals.
 - d. Reject any proposal which, in its sole judgment, does not serve its best interests.
 - e. Waive minor irregularities in the proposal request process.
- H. Contract Negotiation. It is understood that any proposal received and evaluated by the City can be used as a basis for direct negotiation of the cost and terms of a contract between the City and the particular individual or entity submitting such a proposal. The City of St. Francis reserves the right to negotiate pertinent contract terms concurrently with any number of individuals or entities as it deems in the City's best interests, whether or not such individuals or entities submitted a proposal. It is the intention of the City to subsequently enter into a contract with the individual or entity with which the City can make the most satisfactory arrangements for its needs.

- I. Awarding of Contract. The City reserves the right not to award a contract to any Proposer(s) and to reject all proposals. If the City decides to award a contract(s), the City will award a contract(s) to the qualified Proposer(s) whose proposal the City determines best meets the needs of the City. The City reserves the right to award a contract(s) other than to the lowest priced proposal. The City's determination is in its sole discretion.

- J. City Not Liable. It is agreed by and between the parties of this RFP that in no event shall the City itself nor any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein obtained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this RFP.

- K. Public Record/Confidentiality. Proposals submitted become a matter of public record. Information supplied by the Proposer to the City is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Such information is public unless it falls within one of the exceptions in the Act, such as security information, trade secret information, or labor relations information pursuant to Minnesota Statute Section 13.37. If the Proposer believes any non-public information will be supplied in response to the RFP, the Proposer shall take reasonable steps to identify and provide reasonable justification to the City regarding which data, if any, falls within the Minnesota Government Data Practices Act exceptions. The Proposer agrees as a condition of submitting a proposal that the City will not be held liable or accountable for any loss or damage which may result from a breach of confidentiality as may be related to the responses submitted.

- L. Indemnification. To the fullest extent permitted by law, Proposers agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Proposer's negligence or the Proposer's performance or failure to perform its obligations under this Proposal and any subsequent Agreement. Proposer's indemnification obligation shall apply to the Proposer's subcontractor(s), or anyone directly or indirectly employed or hired by Proposers, or anyone for whose acts Proposers may be liable. Proposers agree this indemnity obligation shall survive the completion or termination of work requested in this RFP and any subsequent Agreement.

- M. Independent Contractor. It is expressly understood that the Proposers are an "independent contractor" and not an employee of the City. Proposers shall have control over the manner in which the Services are performed under their Proposal and any subsequent Agreement. Proposers shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the Services contemplated by this RFP. Proposers shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits,

unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this RFP or any subsequent Agreement shall be deemed to constitute a partnership, joint venture or agency relationship between the Parties.

- N. **Ownership of Materials Submitted.** All material submitted with or as part of the response to this RFP is the property of the City and will not be returned.

- O. **Proposers' Costs.** The City shall not be responsible for any costs incurred by Proposers in connection with this RFP. This RFP also does not commit the City either to award a contract or to pay for any costs incurred in the preparation of a proposal.

- P. **Use of Proposal Ideas.** The City reserves the right to use any or all Proposer ideas presented. Selection or rejection of the proposal does not affect this right.

- Q. **Required Submittals of the RFP selected.**
 - 1. **Security in lieu of bond.** The City shall require either a performance bond, certified check or cashier's check made payable to the City for the performance of the contract in this matter in the sum of 100% of the proposal amount.
 - 2. **Insurance.** The proposer shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the City for this proposal and, if successful, throughout the term of the work contemplated by this RFP.
 - 1. **Commercial General Liability Insurance**
 - a. \$1,500,000 per occurrence/\$2,000,000 annual aggregate
 - b. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured. All policies shall be written on an occurrence basis using ISO form CG 00 01 07 98 or its equivalent.
 - c. **Automobile Insurance**
 - d. Coverage shall be provided for hired, non-owned and owned auto.
 - e. Minimum limits: \$1,500,000 per occurrence /\$1,500,000 annual aggregate
 - 2. **Workers' Compensation and Employer's Liability** as required by Minnesota Law.
 - 3. **Professional Liability/Errors and Omissions Coverage** (as applicable)
 - a. \$1,000,000 per claim. \$2,000,000 per aggregate. All policies shall be written as acceptable to City.
 - 4. **Certificate of insurance** must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then: 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of this Agreement; and 2) evidence of coverage shall be provided for three years beyond expiration of this Agreement.

- 5. All Certificates of Insurance shall provide that the insurance company gives the City sixty (60) days prior written notice of cancellation, non-renewal and/or any material change in policy.
 - 6. The above sub-paragraphs establish the City's insurance requirements, and it is the sole responsibility of Contractor to purchase and maintain additional insurance that may be necessary in connection with this Proposal as it deems fit.
 - 7. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance with the City. Copies of insurance policies shall be submitted to the City upon request.
 - 8. Nothing in this Agreement shall constitute a waiver by the City of any statutory or common law immunities, limits, or exceptions on liability.
 - 9. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than A.
- R. Responsible Contractor. The successful Proposer must be a "responsible contractor." The term "responsible contractor" means a contractor as defined in Minnesota Statutes, section 16C.285, subdivision 3. Any prime contractor, subcontractor, or motor carrier that does not meet the minimum criteria or fails to comply with the verification requirements is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project. A prime contractor, subcontractor, or motor carrier that makes a false statement under oath verifying compliance with the minimum criteria will be ineligible to be awarded a construction contract on the project, and the submission of a false statement may result in termination of a contract awarded to a prime contractor, subcontractor, or motor carrier that submits the false statement. A prime contractor shall include in its verification of compliance a list of all of its first-tier subcontractors that it intends to retain for work on the project, as applicable. Before execution of a construction contract, a prime contractor shall submit a supplemental verification under oath confirming that all subcontractors and motor carriers that the prime contractor intends to use to perform project work have verified to the prime contractor, through a signed statement under oath by an owner or officer, that they meet the minimum criteria for a responsible contractor.

6.0 REQUIRED FORMS

- A. The following documents, which are part of this section, need to be completed and returned in order for your proposal to be accepted for consideration. A set of the following forms are needed for each property.
 - 1. Property 23115 Ambassador Blvd NW

- i. Form 1 – Proposer Identification/Description
- ii. Form 2 – Cost Sheet
- iii. Form 3 – Proposer Certification

7.0 ATTACHED

A. Property 23115 Ambassador Blvd NW

- 1. Site photo
- 2. Environmental report (Pre-demolition Report)



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Todd Schwieger, Police Chief
SUBJECT: Asset Forfeiture Policy
DATE: July 5th, 2022

OVERVIEW:

The police department has updated its Asset Forfeiture Policy due to recent law changes. All new and amended policies will continue transitioning to our new Lexipol format. Due to the new format it will be more difficult to show exact amendments from existing policies. Staff will attempt to show the main language changes by highlighting specific areas where changes have occurred or language has been amended.

The bulk of recent changes to forfeiture laws involve the seizure of cash relating to controlled substance offenses. Law enforcement must now show probable cause that cash now seized is involved in the sale of a controlled substance.

- All cash totaling \$1500 or more, precious metals, and precious stones that there is probable cause to believe represent the proceeds of a controlled substance offense, and all cash found in proximity to controlled substances when there is probable cause to believe that the cash was exchanged for the purchase of a controlled substance.

ACTION TO BE CONSIDERED:

City Council to approve the police department Asset Forfeiture Policy. The policy has received legal review.

BUDGET IMPLICATION:

Any forfeiture proceeds will be placed into the police department forfeiture fund.

Attachments:

- Current Lexipol Asset Forfeiture Policy, Former Forfeiture Policy

Policy **602**

St. Francis Police Department

Policy Manual

Asset Forfeiture

602.1 PURPOSE AND SCOPE

This policy describes the authority and procedure for the seizure, forfeiture and liquidation of property associated with specified designated offenses and controlled substance offenses (Minn.

Stat. § 609.531 to Minn. Stat. § 609.5318).

602.2 POLICY

The St. Francis Police Department recognizes that appropriately applied forfeiture laws are helpful to enforce the law, deter crime and reduce the economic incentive of crime. However, the potential of revenue shall not be allowed to jeopardize the effective investigation and prosecution of criminal offenses, officer safety, the integrity of ongoing investigations or the due process rights of citizens.

It is the policy of the St. Francis Police Department that all employees of the agency, all employees assigned to another law enforcement agency's task force and all employees assigned from an outside law enforcement agency to a task force in which this agency serves as the fiscal agent, shall follow all state and federal laws pertaining to the processing of property seized for forfeiture.

602.3 DEFINITIONS

Definitions related to this policy include:

Cash - Money in the form of bills or coins, traveler's checks, money orders, checks, or other forms of electronic money or stored value cards, including but not limited to gift cards, debit cards, gift cards/certificates, or other negotiable financial instruments.

Conveyance device - A device used for transportation. It includes but is not limited to a motor vehicle, trailer, snowmobile, airplane, and vessel, and any equipment attached to it. The term "conveyance device" does not include property which has been stolen or taken in violation of the law.

Firearms/ammunition/firearm accessories - A device that projects either single or multiple projectiles at high velocity. Ammunition is a term meaning the assembly of a projectile and its propellant. Accessories include but are not limited to holsters, gun cases, firearm optics, suppression devices, and cleaning supplies.

Fiscal Agent - The person designated by the St. Francis Police Department to be responsible for securing and maintaining seized assets and distributing any proceeds as a result of any forfeiture proceedings. This includes anytime the St. Francis Police Department seizes property for forfeiture or when the St. Francis Police Department is acting as the fiscal agent pursuant to a multi-agency agreement.

Forfeiture - The process by which legal ownership of an asset is transferred to a government or other authority.

Forfeiture Reviewer - The St. Francis Police Department employee assigned by the St. Francis Police Department responsible for reviewing all forfeiture cases and for acting as the liaison between the Department and the prosecutor's office.

Jewelry/precious metals/precious stones - The term includes items of jewelry, such as rings, necklaces, and watches that reasonably appear to be made of precious metals or precious stones. Precious metals include but are not limited to gold, silver, platinum, iridium, and palladium. Precious stones, often referred to as gemstones, include but are not limited to diamonds, emeralds, and rubies.

Property subject to administrative forfeiture - The following property is subject to administrative forfeiture under Minnesota Law (Minn. Stat. § 609.5314):

- (a) All cash totaling \$1500 or more, precious metals, and precious stones that there is probable cause to believe represent the proceeds of a controlled substance offense, and all cash found in proximity to controlled substances when there is probable cause to believe that the cash was exchanged for the purchase of a controlled substance.
- (b) All conveyance devices containing controlled substances with a retail value of \$100 or more if there is probable cause to believe that the conveyance device was used in the transportation or exchange of a controlled substance intended for distribution or sale. (c) All firearms, ammunition, and firearm accessories found:
 - 1. In a conveyance device used or intended for use to commit or facilitate the commission of a felony offense involving a controlled substance.
 - 2. On or in proximity to a person from whom a felony amount of controlled substance is seized.
 - 3. On the premises where a controlled substance is seized and in proximity to the controlled substance, if possession or sale of the controlled substance would be a felony under Minnesota Statutes, Chapter 152.

Seizure - The act of law enforcement officials taking property, including cash and conveyance devices that have been used in connection with or acquired by illegal activities.

602.4 ASSET SEIZURE

Property may be seized for forfeiture as provided in this policy.

602.4.1 PROPERTY SUBJECT TO SEIZURE

The following property is subject to seizure.

- (a) The following property may be seized upon review and approval of a supervisor and in coordination with the Forfeiture Reviewer:
 - 1. Controlled substances and associated property as described in Minn. Stat. § 609.5311.
 - 2. Property intended for use to commit or facilitate the commission of a designated offense, as listed in Minn. Stat. § 169A.63, Subd. 6 and limited by Minn. Stat. § 169A.63, Subd. 7, and as listed in Minn. Stat. § 609.531, Subd. 1(f) and limited by Minn. Stat. § 609.5312.
- (b) Property subject to administrative forfeiture may be seized without prior supervisor approval if the item has a retail value of \$50,000 or less (Minn. Stat. § 609.5314).

602.4.2 PROPERTY NOT SUBJECT TO SEIZURE

The following property should not be seized for forfeiture:

- (a) Cash and property that does not meet the prosecuting agency's current minimum forfeiture thresholds.
- (b) Any property when it is determined that the owner was not privy to the act or omission upon which the forfeiture is based.
- (c) Any property when it is determined the act or omission occurred without the owner's knowledge or consent (Minn. Stat. 609.5312 Subd. 2(b)).

602.4.3 SEIZURE OF PROPERTY TO BE FORFEITED

An officer may seize property subject to forfeiture based on a court order. An officer may also seize property without a court order under any of the following conditions (Minn. Stat. § 609.531, Subd. 4; Minn. Stat. § 169A.63, Subd. 2):

- (a) The seizure is incident to a lawful arrest or a lawful search.
- (b) The property subject to seizure has been the subject of a prior judgment in favor of the state in a criminal injunction or forfeiture proceeding.
- (c) The officer has probable cause to believe that a delay to obtain a warrant or other process would result in the removal or destruction of the property and that either of the following apply:
 - 1. The property was used or is intended to be used in commission of a felony.
 - 2. The property is dangerous to health or safety.

602.5 PROCESSING SEIZED PROPERTY FOR FORFEITURE PROCEEDINGS

When property or cash subject to this policy is seized, the officer making the seizure should ensure compliance with the following:

- (a) If the retail value of the asset to be seized is \$50,000 or less, completely and accurately prepare the Notice of Seizure and Intent to Forfeit Property Form (seizure form) and present it to the person from whom the property is to be seized for that person's signature. If the person refuses to sign, the officer shall indicate on the seizure form that the person refused. The seizure form is not used when the value of the seized property exceeds \$50,000.
- (b) Prepare and provide a receipt for the items seized to the person from whom the property is being seized.
 - 1. If cash or property is seized from more than one person, a separate property inventory receipt must be completed for each person specifying the amount of cash seized. The receipt shall include a detailed description of all property, checks, money orders, traveler's checks or other financial instruments.
- (c) Complete and submit a report in accordance with the Report Preparation policy. The report must include, at minimum, the following:
 - 1. A description of the items seized

2. The location where the property was turned in or stored
 3. The name of the individual who was served with the seizure form
 4. The date that the seizure form was served
 5. The name of the officer making the seizure
 6. Whether the individual signed the seizure form
- (d) If property is seized from multiple individuals, a separate seizure form will be completed for each individual. A copy of the receipt and seizure form must be given to the individual from whom the property was seized.
- (e) When property is seized and no one claims possession of the property, the officer must leave a receipt in the place where the property was found if it is reasonably possible to do so.
- (f) The officer will book seized property into the Evidence Room as evidence, with the notation on the evidence form, "Seized Subject to Forfeiture."
- (g) Document the estimated retail value of drugs found in proximity to the asset seized in the incident report.
- (h) Follow evidence room booking procedures described in department policy 802, Evidence Room.

602.5.1 CASH HANDLING

It is the responsibility of the seizing officer to secure and count cash consistent with this policy and the Cash Handling, Security and Management Policy. All cash shall be counted in the presence of another officer and the envelope initialed by both officers.

All forfeitable cash seized will be turned over to the Forfeiture Reviewer or property/evidence room as soon as practicable. After review by the Forfeiture Reviewer all forfeitable cash seized will then be transferred to the Chief of Police.

602.5.2 JEWELRY/PRECIOUS METALS/PRECIOUS STONES

Officers seizing jewelry, precious metals and/or precious stones will write a detailed description of each item on the seizure form and property inventory receipt.

Officers seizing jewelry, precious metals and/or precious stones shall book those items according to current property and evidence procedures as soon as practicable.

602.5.3 VEHICLES

Any conveyance device seized for forfeiture shall be taken to a secure designated area or to the St. Francis Police Department forfeiture lot as soon as practicable.

Officers shall inventory the conveyance device and its contents in accordance with the Vehicle Towing Policy. Officers shall also complete applicable report forms and distribute them appropriately. The vehicle tow sheet will display "Held for Forfeiture" and be placed in the forfeiture mailbox. The seizing officer secure the keys with the vehicle tow sheet.

602.5.4 FIREARMS/AMMUNITION/FIREARM ACCESSORIES

When firearms, ammunition or firearms accessories are seized, they shall be inventoried and delivered to the Evidence Room in accordance with the current booking procedures and the Evidence Room Policy.

602.6 MAINTAINING SEIZED PROPERTY

The property and evidence technician is responsible for ensuring compliance with the following:

- (a) All property received for forfeiture is reasonably secured and properly stored to prevent waste and preserve its condition (Minn. Stat. § 609.531 Subd. 5).
- (b) All property received for forfeiture is checked to determine if the property has been stolen.
- (c) All property received for forfeiture is retained in the same manner as evidence until forfeiture is finalized or returned to the claimant or person with an ownership interest.
- (d) Property received for forfeiture is not used unless the forfeiture action has been completed.

602.7 FORFEITURE REVIEWER

The Chief of Police will appoint an officer as the Forfeiture Reviewer. Prior to assuming duties, or as soon as practicable thereafter, the Forfeiture Reviewer should attend a department-approved course on asset forfeiture.

The responsibilities of Forfeiture Reviewer include the following:

- (a) Confer regularly with the prosecuting attorney's office to remain familiar with forfeiture laws, particularly Minn. Stat. § 609.531 through Minn. Stat. § 609.5318, Minn. Stat. § 169A.63, and the forfeiture policies of the prosecuting agency.
- (b) Make reasonable efforts to obtain annual training that includes best practices in pursuing, seizing, and tracking forfeitures.
- (c) Ensure responsibilities, including designation of a Fiscal Agent, are clearly established whenever multiple agencies are cooperating in a forfeiture case.
- (d) Ensure that a seizure form, property inventory receipt, and a forfeited property processing worksheet is available and appropriate for department use. The seizure form will minimally include the following (Minn. Stat. § 609.5314):
 1. Space for an itemized list of items seized
 2. The location and date of the seizure
 3. A place for the name of the individual served with the seizure form
 4. The date and signature of the officer conducting the seizure
 5. The agency case number
 6. A space for the signature of the person from whom property is seized or an appropriate space or check box for the officer to indicate that the person refused to sign
 7. At least an original and the pink copy
 8. Information in English, Hmong, Somali and Spanish explaining the right to obtain judicial review and the procedure provided by Minn. Stat. § 609.5314.
- (e) Ensure that officers who may be involved in asset forfeiture receive training in the proper use of the seizure form and the forfeiture process. The training should be developed in consultation with the prosecuting attorney and may be accomplished through traditional classroom education, electronic media, Daily Training Bulletins, or department directives. The

training should be based on this policy and address any relevant statutory changes and court decisions.

- (f) Review each asset forfeiture case to ensure the following:
 - 1. Written documentation of the seizure and items seized is present in the case file.
 - 2. Independent prosecutorial review of the circumstances and propriety of the seizure is made in a timely manner.
 - 3. A timely notice of seizure has been given to interest holders of seized property.
 - 4. Property is promptly released to those entitled to its return.
- (g) Deposit any cash received with the Fiscal Agent.
- (h) Ensure the current minimum forfeiture thresholds are communicated appropriately to officers.
- (i) Annually review and recommend updates to this policy and any related policies to reflect current federal and state statutes and case law.
- (j) Prepare a written plan for the Chief of Police to address any extended absence of the Forfeiture Reviewer to ensure that contact information for other law enforcement officers and attorneys who may assist in these matters is available.
- (k) Ensure the Department disposes of property as provided by law following any forfeiture (Minn. Stat. § 609.5315).
- (l) Ensure that any forfeited property used in an undercover capacity, or that is sold or added to the department inventory is done so according to Minnesota law.
- (m) Ensure that all forfeited property is used or disposed of in a manner consistent with the use and disposition of similar property by this department.
- (n) Upon completion of any forfeiture process, ensure that no property is retained by the St. Francis Police Department unless the St. Francis Police Department authorizes in writing the retention of the property for official use.
- (o) Ensure that forfeiture proceeds are maintained in a separate fund or account subject to appropriate accounting control with regular reviews or audits of all deposits and expenditures (Minn. Stat. § 609.5315).
- (p) Ensure that records of forfeiture are retained for a minimum of six years.
- (q) Ensure forfeiture reporting is made to the state auditor in the manner prescribed by the auditor (Minn. Stat. § 609.5315, Subd. 6).

602.8 DISPOSITION OF FORFEITED PROPERTY

Legal disposition may include (Minn. Stat. § 609.5315; Minn. Stat. § 169A.63, Subd. 10):

- (a) Retention by the Department and/or prosecuting agency.
 - 1. If a forfeited motor vehicle is kept for Department use, the Department will make a reasonable effort to ensure the vehicle is available for use and adaptation by officers who participate in the Department's Drug Abuse Resistance Education program (Minn. Stat. §609.5315).

- (b) Destruction.
- (c) Sale performed in a commercially reasonable manner.
- (d) Other disposition pursuant to applicable provisions of Minnesota Statutes.

No member of this department may use property that has been seized for forfeiture until the forfeiture action has been completed and the St. Francis Police Department has given written authorization to retain the property for official use.

Members of this department or persons related to members of this department by blood or marriage are prohibited from purchasing forfeited items sold by this department (Minn. Stat. § 609.5315, Subd. 1(c)).



TITLE: ADMIN FORFEITURE OF PROPERTY	NUMBER: 321
EFFECTIVE DATE: 01/01/2020	REVIEW DATE: 01/01/2023

321.00 FORFEITURE AND SEIZURE (MS 609.531)

321.01 **POLICY**

It shall be the policy of the St. Francis Police Department that all employees of the agency, all employees assigned to another law enforcement agency’s task force and all employees assigned from an outside law enforcement agency to a task force in which this agency serves as the fiscal agent, shall follow all state and federal laws pertaining to the processing of property seized for forfeiture.

321.02 PURPOSE

This directive is designed to guide officers in the seizure and forfeiture of property in the incidents most likely to be encountered by officers. The department will utilize fully the forfeiture provisions available in both State and Federal Laws. This directive is to control the seizure and forfeiture of assets used during the commission of designated felony offenses, and alcohol or controlled substance violations.

321.03 DEFINITIONS

Cash: money in the form of bills or coins, traveler’s checks, money orders, checks or other forms of electronic money or stored value cards, including but not limited to gift cards, debit cards, gift cards/certificates or other negotiable financial instruments.

Conveyance Device: a device used for transportation and includes, but is not limited to, a motor vehicle, trailer, snowmobile, airplane, and vessel and any equipment attached to it. The term “conveyance device” does not include property, which is in fact, itself stolen or taken in violation of the law.

Firearms/ammunition/firearm accessories: a device that projects either single or multiple projectiles at high velocity. Ammunition is a term meaning the assembly of a projectile and its propellant. Accessories include but are not limited to holsters, gun cases, firearm optics, suppression devices, cleaning supplies, etc.

Forfeiture: the process by which legal ownership of an asset is transferred to a government or other authority.

Jewelry/Precious Metals/Precious Stones: the term “precious metals/precious stones” includes items of jewelry, such as rings, necklaces, and watches that reasonably appear to be made of precious metals or precious stones. Precious metals include but are not limited to gold, silver, platinum, iridium and palladium. Precious stones, often referred to as gemstones, include but are not limited to diamonds, emeralds, and rubies.

Forfeiture/Seized Property Coordinator: an Agency employee responsible for reviewing all forfeiture cases and is the liaison between the Agency and prosecutor’s office.

Seizure: the act of law enforcement officials taking property, including cash, vehicles, etc. that has been used in connection with or acquired by illegal activities.

321.04

GENERAL PROVISIONS

- A. Certain types of property may be seized and held for forfeiture if the property is associated with specific crimes. Although this directive will give basic information regarding seizure and forfeitures, officers should familiarize themselves with applicable statutes for the crime committed.
- B. Officers should attempt to utilize the forfeiture statutes fully where applicable.
- C. In most cases, the right to possession or seizure begins immediately. Officers may seize the property upon establishing that the property is associated with the crime.
- D. There are designated offenses under Chapter 609 for which all property, real or personal may be seized and subject to forfeiture. The property must have been used or intended

for use in any part or manner, to commit, to attempt to commit, to conspire to commit, or to facilitate the commission of that crime.

- E. Weapons, ammunition, and firearm accessories involved with any violation of Chapter 152, 609, or 624 may also be subject to seizure and forfeiture. All firearms, ammunition and firearm accessories found:
 - 1. In a conveyance device used or intended for use to commit or facilitate the commission of a felony offense involving a controlled substance;
 - 2. On or in proximity to a person from whom a felony amount of controlled substance is seized; or
 - 3. On the premises where a controlled substance is seized and in proximity to the controlled substance, if possession or sale of the controlled substance would be a felony under chapter 152.
- ~~F. All money, precious metals, and precious stones, with an aggregate value of \$100.00 or more, found in proximity to controlled substances or other related items may be seized and forfeited.~~
- ~~G. Conveyance devices containing controlled substances with a retail value of \$100.00 or more and possession or sale of the controlled substance is a felony, may be seized and forfeited under chapter 152.~~
- H. Motor vehicles, boats, all-terrain vehicles, and snowmobiles used for Fleeing a Police Officer and certain DWI violations may be seized and forfeited.
- I. All contraband is subject to seizure.
- J. Department members shall not seize assets for forfeiture purposes if:
 - 1. It is a common carrier and the owner is not consenting or a conspirator to the offense.

2. If the owner has no knowledge of the offense, or has not given consent unless the asset is a motor vehicle and is subject to forfeiture under 169A.63.7(d) "Vehicle use contrary to law".
- K. Administrative forfeiture notices are NOT to be given for assets seized under MN STAT 609.5314 if the retail value of the asset exceeds \$50,000.00.

321.05

SEIZING OFFICER

- A. The seizing officer shall:
1. Make a preliminary determination to see if the asset used in the commission of the designated offense is subject to the seizure.
 2. Determine whether the violator owns the assets and if not, identify the true owner by name, address and telephone number.
 3. When possible, obtain post-Miranda statements implicating the assets. In those cases where the violator is not the owner, implicate the owner and/or co-owner as knowledgeable about the use of the assets by the violator if such knowledge is known.
 4. Determine if the assets are to be processed for evidentiary purposes. All assets seized for forfeiture will be handled as evidence as provided by department policy 318 concerning property and evidence control. All vehicle reports or inventory forms will be marked "hold for forfeiture."
 5. Complete an Incident Report describing the circumstances relating to the seizure.
 6. Notify the designated forfeiture coordinator.
- B. The seizing officer will also:
1. Fill out the appropriate Minnesota State approved 'Notice of Seizure and Intent to Forfeit' form and property receipt describing the property seized.

- a. 'Notice of Seizure and Intent to Forfeit Vehicle' forms are used for vehicles involved in impaired driving violations.
 - b. 'Notice of Seizure and Intent to Forfeit Property' forms are used for property and vehicles seized in controlled substance violations.
 - c. With judicial forfeitures (no form) officers shall describe the property and shall request forfeiture in the narrative of the Incident Report.
- 2. Give a copy of the form to the violator.
- 3. Give a copy of the receipt of property seized.
- 4. Notify the designated forfeiture coordinator.
- C. Vehicles seized will be towed to the police department secured parking facility.
- D. Report writing: peace officers seizing property must complete a report. All reports must include a description of the items seized, where the property is turned in/stored, the name of the individual served, the date that the seizure form was served, the name of the serving peace officer, and whether or not the individual signed the Notice of Seizure and Intent to Forfeit Property form.

All reports dealing with seized property will be completed in accordance with department policy 335.

321.06

VEHICLE STORAGE

- A. The inventory section of the vehicle tow sheet shall be completed as per policy.
- B. Personal property not held for evidence or seizure shall be returned to the owner. If the owner is unavailable to take possession, property shall be held in the vehicle until the owner claims it through the forfeiture coordinator.

- C. After the vehicle has been placed in storage, the seizing officer shall secure the keys with the in-custody report(s).
- D. Vehicles seized by the department and held for forfeiture may be charged an administrative fee up to 500.00. The fee will reflect actual costs incurred by the department.

321.07

FORFEITURE COORDINATOR

- A. The Forfeiture Coordinator shall:
 - 1. Consider the type, condition and approximate value of the seized property for determining the practicality of recommending a forfeiture action.
 - 2. Ensure that a complete and accurate Incident Report, including all supplemental follow-ups detailing the seizure, has been completed.
 - 3. Prepare and submit the appropriate written documentation concerning the asset seized. Ensure that the proper forfeiture form has been sent to the City or County Attorney. In cases of judicial forfeitures (i.e., felony criminal forfeiture) prepare and send reports, with the intent to forfeit, to the County Attorney. All forfeiture documents will be made part of the original/master and forfeiture case files.
 - 4. Ensure that the proper administrative hold has been placed on the property.
 - 5. Determine and identify owner, any lien holder, person or lending institution or other person having financial or equitable interest in the asset. Issue a copy of the original issued forfeiture form to said parties.
 - 6. Determine value of the asset for future sale or use as department property.
 - 7. Maintain department forfeiture records of items seized. Transfer seized cash from the evidence room to the Chief of Police when appropriate.
 - 8. Coordinate the forfeiture process with the Chief of Police and appropriate legal authorities.

9.

Dispose of asset either through sale or convert to department property. If released to owner, ensure that all towing and/or storage fees are reimbursed to the department prior to the release of the asset. If converted to department property, ensure that all property-transferred documents have been filed.
10.

File appropriate forfeiture disposition reports with the State of Minnesota.

321.08

APPLICABLE STATUTES AND RELATED DIRECTIVES

Statutes

- 169A.63

DWI Vehicle Forfeiture
- 609.487

Fleeing a Peace Officer in a Motor Vehicle
- 609.531

Forfeitures
- 609.5311

Forfeitures of Property Associated with Controlled Substances
- 609.5312

Forfeiture of Property Associated with Designated Offenses
- 609.5314

Administrative Forfeiture of Certain Property seized in connection with a Controlled Substance Seizure

Directives

- 313.00

Tows and Impoundments
- 318.00

Property and Evidence



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Weber Inc-Pay Application #8
DATE: July 5th, 2022

OVERVIEW:

Attached is pay estimate #8 to Weber Construction for the Liquor Store Remodeling. Amount to be paid is \$6,008.46. There is a retainage of \$36,762.01 currently.

ACTION TO BE CONSIDERED:

Approve attached pay application.

BUDGET IMPLICATION:

This is being paid out of the Liquor Fund

Attachments:

- Weber Pay Application #8-Liquor Store Remodel

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

PAGE ONE OF

Agenda Item # 41.

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

PROJECT: St. Francis Bottle Shop Addition & A
23307 St. Francis Boulevard
St. Francis MN

APPLICATION NO: 00008
PERIOD TO: 6/15/2022
PROJECT NOS.: 2020.02

Distribution to:

- ☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR: Weber, Inc.
2497 7th Avenue East
North St. Paul, MN 55109

VIA ARCHITECT: Pearl Architecture, LLC.
1158 6th Ave. South
South St. Paul, MN 55075

CONTRACT DATE: 5/5/2021

CONTRACT FOR: General Contracting/Construction Manager

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$627,000.00
2. Net change by Change Orders \$118,101.11
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$745,101.11
4. TOTAL COMPLETED & STORED TO DATE \$735,240.11
(Column G on G703)
5. RETAINAGE:
a. 5.000 % of Completed Work \$36,762.01
(Columns D + E on G703)
b. 5.000 % of Stored Material \$0.00
(Columns F on G703)
Total Retainage (Line 5a + 5b or
Total in Columns I on G703) \$36,762.01

6. TOTAL EARNED LESS RETAINAGE \$698,478.10
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$692,469.64

8. CURRENT PAYMENT DUE \$6,008.46

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$46,623.01

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$118,101.11	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$118,101.11	\$0.00
NET CHANGES by Change Order	\$118,101.11	

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

CONTRACTOR: Weber, Inc.

By: _____ Date: 06/16/2022

State of: Minnesota

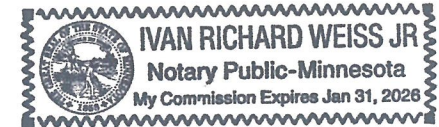
County of: Ramsey

Subscribed and sworn to before

me this 16th day of June, 2022

Notary Public: _____

My Commission expires: 01-31-2026



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$6,008.46

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Pearl Architecture, LLC.

By: _____ Date: _____

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



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AVENUE, N.W., WASHINGTON, D.C. 20006-5292

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CONTINUATION SHEET

AIA DOCUMENT G703

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Agenda Item # 41.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 00008
APPLICATION DATE:
PERIOD TO: 6/15/2022
ARCHITECT'S PROJECT NO.: 2020.02

A	B	C	D E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
010000	Mobilization	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100.000	\$0.00	\$225.00
024119.13	Selective Demolition	\$19,723.00	\$19,723.00	\$0.00	\$0.00	\$19,723.00	100.000	\$0.00	\$986.15
033000 - L	Cast-In-Place Concrete - Labor	\$14,000.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00	100.000	\$0.00	\$700.00
033000 - M	Cast-In-Place Concrete - Material	\$23,000.00	\$23,000.00	\$0.00	\$0.00	\$23,000.00	100.000	\$0.00	\$1,150.00
040000 - L	Masonry - Labor	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.000	\$0.00	\$250.00
040000 - M	Masonry - Material	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.000	\$0.00	\$500.00
051200 - L	Structural Steel Framing - Labor	\$4,779.00	\$4,779.00	\$0.00	\$0.00	\$4,779.00	100.000	\$0.00	\$238.95
051200 - M	Structural Steel Framing - Materia	\$6,875.00	\$6,875.00	\$0.00	\$0.00	\$6,875.00	100.000	\$0.00	\$343.75
055000 - M	Metal Fabrications - Material	\$525.00	\$525.00	\$0.00	\$0.00	\$525.00	100.000	\$0.00	\$26.25
061000 - L	Rough Carpentry - Labor	\$38,200.00	\$38,200.00	\$0.00	\$0.00	\$38,200.00	100.000	\$0.00	\$1,910.00
061000 - M	Rough Carpentry - Materials	\$72,175.00	\$72,175.00	\$0.00	\$0.00	\$72,175.00	100.000	\$0.00	\$3,608.75
062000	Finish Carpentry	\$1,400.00	\$1,400.00	\$0.00	\$0.00	\$1,400.00	100.000	\$0.00	\$70.00
064023 - L	Interior Arch Woodwork - Labor	\$6,468.00	\$5,174.40	\$1,293.60	\$0.00	\$6,468.00	100.000	\$0.00	\$323.40
064023 - M	Interior Arch Woodwork - Material	\$12,991.00	\$10,392.80	\$2,598.20	\$0.00	\$12,991.00	100.000	\$0.00	\$649.55
071916 - L	Silane Water Repellent - Labor	\$1,400.00	\$1,400.00	\$0.00	\$0.00	\$1,400.00	100.000	\$0.00	\$70.00
071916 - M	Silane Water Repellent - Mater	\$700.00	\$700.00	\$0.00	\$0.00	\$700.00	100.000	\$0.00	\$35.00
072100 - L	Building Insulation - Labor	\$1,280.00	\$1,280.00	\$0.00	\$0.00	\$1,280.00	100.000	\$0.00	\$64.00
072100 - M	Building Insulation - Material	\$2,070.00	\$2,070.00	\$0.00	\$0.00	\$2,070.00	100.000	\$0.00	\$103.50
072119 - L	Foamed-In-Place Insulation - Lab	\$4,773.90	\$4,773.90	\$0.00	\$0.00	\$4,773.90	100.000	\$0.00	\$238.70
072119 - M	Foamed In Place Insulation - Mat	\$17,818.10	\$17,818.10	\$0.00	\$0.00	\$17,818.10	100.000	\$0.00	\$890.91
072419 - L	EFIS - Labor	\$13,200.00	\$13,200.00	\$0.00	\$0.00	\$13,200.00	100.000	\$0.00	\$660.00
072419 - M	EFIS - Material	\$4,800.00	\$4,800.00	\$0.00	\$0.00	\$4,800.00	100.000	\$0.00	\$240.00
072726 - L	Fluid Applied Air/Water Barrier - L	\$8,800.00	\$8,800.00	\$0.00	\$0.00	\$8,800.00	100.000	\$0.00	\$440.00
072726 - M	Fluid Applied Air/Water Barrier - M	\$3,200.00	\$3,200.00	\$0.00	\$0.00	\$3,200.00	100.000	\$0.00	\$160.00
075323.15	EPDM Roofing	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.000	\$0.00	\$1,000.00
076200	Sheet Metal Flashing & Trim	\$3,920.00	\$3,920.00	\$0.00	\$0.00	\$3,920.00	100.000	\$0.00	\$196.00
077113	Pre-Manufactured Roof Coping	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.000	\$0.00	\$150.00
079200	Joint Sealants	\$2,080.00	\$2,080.00	\$0.00	\$0.00	\$2,080.00	100.000	\$0.00	\$104.00
081113.13	Hollow Metal Doors & Frames - M	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.000	\$0.00	\$500.00
081113.13	Hollow Metal Doors & Frames - L	\$4,285.00	\$4,285.00	\$0.00	\$0.00	\$4,285.00	100.000	\$0.00	\$214.25
083819.16	Rigid Double-Acting Traffic Doors	\$1,700.00	\$1,700.00	\$0.00	\$0.00	\$1,700.00	100.000	\$0.00	\$85.00
085413	Fiberglass Windows	\$684.00	\$684.00	\$0.00	\$0.00	\$684.00	100.000	\$0.00	\$34.20
087100	Door Hardware	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.000	\$0.00	\$50.00
088000	Glazing	\$2,900.00	\$2,900.00	\$0.00	\$0.00	\$2,900.00	100.000	\$0.00	\$145.00



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AIA DOCUMENT G703

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PERIOD TO: 6/15/2022
ARCHITECT'S PROJECT NO.: 2020.02

A	B	C	D E		F	G		H	I
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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
092116 - L	Gypsum Board Assemblies - Labo	\$15,600.00	\$15,600.00	\$0.00	\$0.00	\$15,600.00	100.000	\$0.00	\$780.00
092116 - M	Gypsum Board Assemblies - Mate	\$3,700.00	\$3,700.00	\$0.00	\$0.00	\$3,700.00	100.000	\$0.00	\$185.00
093000 - L	Tiling - Labor	\$23,750.00	\$23,750.00	\$0.00	\$0.00	\$23,750.00	100.000	\$0.00	\$1,187.50
093000 - M	Tiling - Material	\$7,850.00	\$7,850.00	\$0.00	\$0.00	\$7,850.00	100.000	\$0.00	\$392.50
095113 - L	Ceiling Grid & Tile - Labor	\$4,830.00	\$4,830.00	\$0.00	\$0.00	\$4,830.00	100.000	\$0.00	\$241.50
095113 - M	Ceiling Grid & Tile - Material	\$3,860.00	\$3,860.00	\$0.00	\$0.00	\$3,860.00	100.000	\$0.00	\$193.00
096519 - L	Resilient Tile Floor & Acc - Labor	\$900.00	\$900.00	\$0.00	\$0.00	\$900.00	100.000	\$0.00	\$45.00
096519 - M	Resilient Tile Floor & Acc - Mater	\$900.00	\$900.00	\$0.00	\$0.00	\$900.00	100.000	\$0.00	\$45.00
096813 - L	Tile Carpeting - Labor	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100.000	\$0.00	\$25.00
096813 - M	Tile Carpeting - Material	\$700.00	\$700.00	\$0.00	\$0.00	\$700.00	100.000	\$0.00	\$35.00
097733 - L	FRP Wall Paneling - Labor	\$650.00	\$650.00	\$0.00	\$0.00	\$650.00	100.000	\$0.00	\$32.50
097733 - M	FRP Wall Paneling - Material	\$400.00	\$400.00	\$0.00	\$0.00	\$400.00	100.000	\$0.00	\$20.00
098116	Acoustic Blanket Insulation	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.000	\$0.00	\$50.00
099100 - L	Painting - Labor	\$6,868.00	\$5,494.40	\$1,373.60	\$0.00	\$6,868.00	100.000	\$0.00	\$343.40
099100 - M	Painting - Material	\$1,560.00	\$1,248.00	\$312.00	\$0.00	\$1,560.00	100.000	\$0.00	\$78.00
101423	Interior Panel Signage - Deisgn	\$375.81	\$375.81	\$0.00	\$0.00	\$375.81	100.000	\$0.00	\$18.79
101423 - L	Interior Panel Signage - Labor	\$1,059.79	\$1,059.79	\$0.00	\$0.00	\$1,059.79	100.000	\$0.00	\$52.99
101423 - M	Interior Panel Signage - Material	\$1,338.40	\$1,338.40	\$0.00	\$0.00	\$1,338.40	100.000	\$0.00	\$66.92
102613	Corner Guards	\$506.00	\$506.00	\$0.00	\$0.00	\$506.00	100.000	\$0.00	\$25.30
102800	Toilet Accessories	\$696.00	\$696.00	\$0.00	\$0.00	\$696.00	100.000	\$0.00	\$34.80
102815	Diaper Changing Accessories	\$597.00	\$597.00	\$0.00	\$0.00	\$597.00	100.000	\$0.00	\$29.85
104400	Fire Extinguishers, Cabinets	\$446.00	\$446.00	\$0.00	\$0.00	\$446.00	100.000	\$0.00	\$22.30
123661 - L	Countertops - Labor	\$2,539.00	\$2,539.00	\$0.00	\$0.00	\$2,539.00	100.000	\$0.00	\$126.95
123661 - M	Countertops - Material	\$8,275.00	\$8,275.00	\$0.00	\$0.00	\$8,275.00	100.000	\$0.00	\$413.75
124813	Entrance Floor Mats & Frames	\$1,161.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$1,161.00	\$0.00
220000 - L	Plumbing - Labor	\$12,444.06	\$12,444.06	\$0.00	\$0.00	\$12,444.06	100.000	\$0.00	\$622.20
220000 - M	Plumbing - Material	\$15,505.94	\$15,505.94	\$0.00	\$0.00	\$15,505.94	100.000	\$0.00	\$775.30
230000 - L	HVAC - Labor	\$9,550.00	\$9,550.00	\$0.00	\$0.00	\$9,550.00	100.000	\$0.00	\$477.50
230000 - M	HVAC - Material	\$16,550.00	\$16,550.00	\$0.00	\$0.00	\$16,550.00	100.000	\$0.00	\$827.50
260000 - L	Electrical - Labor	\$23,000.00	\$23,000.00	\$0.00	\$0.00	\$23,000.00	100.000	\$0.00	\$1,150.00
260000 - M	Electrical - Material	\$27,500.00	\$27,500.00	\$0.00	\$0.00	\$27,500.00	100.000	\$0.00	\$1,375.00
270000 - L	Communications - Labor	\$2,200.00	\$2,200.00	\$0.00	\$0.00	\$2,200.00	100.000	\$0.00	\$110.00
270000 - M	Communications - Material	\$1,300.00	\$1,300.00	\$0.00	\$0.00	\$1,300.00	100.000	\$0.00	\$65.00
311000	Site Clearing	\$13,000.00	\$13,000.00	\$0.00	\$0.00	\$13,000.00	100.000	\$0.00	\$650.00



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AVENUE, N.W., WASHINGTON, D.C. 20006-5292

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G703-1992

CONTINUATION SHEET

AIA DOCUMENT G703

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Agenda Item # 4I.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 00008
APPLICATION DATE:
PERIOD TO: 6/15/2022
ARCHITECT'S PROJECT NO.: 2020.02

A	B	C	D E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
312000	Earth Moving	\$17,098.00	\$17,098.00	\$0.00	\$0.00	\$17,098.00	100.000	\$0.00	\$854.90
321216	Asphalt Paving	\$11,714.00	\$11,714.00	\$0.00	\$0.00	\$11,714.00	100.000	\$0.00	\$585.70
321613 - L	Concrete Curbs & Gutters - Labor	\$3,590.40	\$3,590.40	\$0.00	\$0.00	\$3,590.40	100.000	\$0.00	\$179.52
321613 - M	Concrete Curbs & Gutters - Mate	\$2,393.60	\$2,393.60	\$0.00	\$0.00	\$2,393.60	100.000	\$0.00	\$119.68
321723	Pavement Markings	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100.000	\$0.00	\$25.00
323113	Chain Link Fences & Gates	\$3,875.00	\$3,875.00	\$0.00	\$0.00	\$3,875.00	100.000	\$0.00	\$193.75
329000	Landscaping	\$1,960.00	\$1,960.00	\$0.00	\$0.00	\$1,960.00	100.000	\$0.00	\$98.00
331417	Site Water Utility Service	\$8,700.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$8,700.00	\$0.00
340000	General Conditions	\$14,904.00	\$14,456.88	\$447.12	\$0.00	\$14,904.00	100.000	\$0.00	\$745.20
340001	Bond	\$7,100.00	\$7,100.00	\$0.00	\$0.00	\$7,100.00	100.000	\$0.00	\$355.00
340002	Insurance	\$6,800.00	\$6,800.00	\$0.00	\$0.00	\$6,800.00	100.000	\$0.00	\$340.00
340003	General Contractor Fee	\$10,006.00	\$9,705.82	\$300.18	\$0.00	\$10,006.00	100.000	\$0.00	\$500.30
C00001	CHANGE ORDER NO. 001	\$28,907.07	\$28,907.07	\$0.00	\$0.00	\$28,907.07	100.000	\$0.00	\$1,445.35
C00002	CHANGE ORDER NO. 002	\$31,748.03	\$31,748.03	\$0.00	\$0.00	\$31,748.03	100.000	\$0.00	\$1,587.40
C00003	CHANGE ORDER NO. 003	\$38,886.29	\$38,886.29	\$0.00	\$0.00	\$38,886.29	100.000	\$0.00	\$1,944.32
C00004	CHANGE ORDER NO. 004	\$18,559.72	\$18,559.72	\$0.00	\$0.00	\$18,559.72	100.000	\$0.00	\$927.99
		\$745,101.11	\$728,915.41	\$6,324.70	\$0.00	\$735,240.11	98.68%	\$9,861.00	\$36,762.01





CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Payment of Claims
DATE: July 5th, 2022

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$254,158.62 plus any additional bills that are handed out at council meeting.

Other Payments to be approved:

Debt service payments –N/A

Direct Transfers from Previous Month-N/A

Credit Card Payment-N/A

Manual Checks-\$820.10

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:

- 07-05-2022 Packet List-\$254,158.62
- 07-05-2022 Manual Checks-\$820.10

CITY OF ST FRANCIS

*Claim Register©

AP 07-05-2022

June 2022

Claim Type

Claim#	14899	ABDO				
Cash Payment	E 101-41540-301	Auditing and Acct g Servic	Annual audit services			\$495.00
	Invoice 459123					
Cash Payment	E 601-49440-301	Auditing and Acct g Servic	Annual audit services			\$82.50
	Invoice 459123					
Cash Payment	E 602-49490-301	Auditing and Acct g Servic	Annual audit services			\$82.50
	Invoice 459123					
Cash Payment	E 609-49750-301	Auditing and Acct g Servic	Annual audit services			\$165.00
	Invoice 459123					
Transaction Date	6/23/2022	Due 6/23/2022	CASH	10100	Total	\$825.00

Claim Type

Claim#	14969	ALLIED BLACKTOP COMPANY				
Cash Payment	E 405-43100-807	2022 Street Improvements	2022 STREET MAINTENANCE PROGRAM			\$53,647.50
	Invoice 8225					
Transaction Date	6/29/2022	Due 6/29/2022	CASH	10100	Total	\$53,647.50

Claim Type

Claim#	14979	ANOKA COUNTY TREASURY DEPT				
Cash Payment	E 101-42110-433	Dues and Subscriptions	MAY 2022 LANGUAGE LINE			\$69.01
	Invoice AR019889					
Cash Payment	E 101-42110-321	Telephone	BROADBAND JULY 2022			\$37.51
	Invoice B220621P					
Cash Payment	E 101-42210-321	Telephone	BROADBAND JULY 2022			\$37.51
	Invoice B220621P					
Cash Payment	E 101-43100-321	Telephone	BROADBAND JULY 2022			\$37.51
	Invoice B220621P					
Cash Payment	E 101-45200-321	Telephone	BROADBAND JULY 2022			\$37.51
	Invoice B220621P					
Cash Payment	E 601-49440-321	Telephone	BROADBAND JULY 2022			\$37.51
	Invoice B220621P					
Cash Payment	E 602-49490-321	Telephone	BROADBAND JULY 2022			\$37.45
	Invoice B220621P					
Transaction Date	6/30/2022	Due 6/30/2022	CASH	10100	Total	\$294.01

Claim Type

Claim#	14963	ASPEN MILLS				
Cash Payment	E 101-42110-437	Uniform Allowance	UNIFORMS- SCHWIEGER,B			\$118.99
	Invoice 296246					
Transaction Date	6/29/2022	Due 6/29/2022	CASH	10100	Total	\$118.99

Claim Type

Claim#	14926	BERNICK COMPANIES, THE				
Cash Payment	E 609-49751-252	Beer For Resale	BEER			\$653.65
	Invoice 347989					
Transaction Date	6/27/2022	Due 6/27/2022	CASH	10100	Total	\$653.65

Claim Type

Claim#	14925	BREAKTHRU BEVERAGE				
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$35.52
	Invoice 344619807					
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			-\$1.45
	Invoice 409842064					

CITY OF ST FRANCIS

*Claim Register©

AP 07-05-2022

June 2022

Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$3,194.51
	Invoice 344619807					
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC				-\$36.10
	Invoice 409842064					
Transaction Date	6/27/2022	Due 6/27/2022	CASH	10100	Total	\$3,192.48
Claim Type						
Claim#	14936	BRUNTON ARCHITECTS & ENGINE				
Cash Payment	E 404-41400-589 City Hall/Fire Station	FACILITY ANALYSIS				\$21,500.00
	Invoice 22097					
Transaction Date	6/27/2022	Due 6/27/2022	CASH	10100	Total	\$21,500.00
Claim Type						
Claim#	14956	BS&A SOFTWARE				
Cash Payment	E 102-41400-560 Computers	SOFTWARE				\$47,925.00
	Invoice 141695					
Transaction Date	6/28/2022	Due 6/28/2022	CASH	10100	Total	\$47,925.00
Claim Type						
Claim#	14960	CORPORATE CONNECTION, INC				
Cash Payment	E 601-49440-417 Uniform Clothing & PPE	UNIFORMS - PW				\$139.68
	Invoice 60387					
Cash Payment	E 602-49490-417 Uniform Clothing & PPE	UNIFORMS - PW				\$139.69
	Invoice 60387					
Cash Payment	E 101-45200-417 Uniform Clothing & PPE	UNIFORMS - PW				\$139.69
	Invoice 60387					
Cash Payment	E 101-43100-417 Uniform Clothing & PPE	UNIFORMS - PW				\$139.69
	Invoice 60387					
Transaction Date	6/29/2022	Due 6/29/2022	CASH	10100	Total	\$558.75
Claim Type						
Claim#	14922	CRYSTAL SPRINGS ICE				
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC				\$191.60
	Invoice 1003631					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$4.00
	Invoice 1003573					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$4.00
	Invoice 1003631					
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC				\$130.40
	Invoice 1003573					
Transaction Date	6/27/2022	Due 6/27/2022	CASH	10100	Total	\$330.00
Claim Type						
Claim#	14933	DAHLHEIMER DIST. CO. INC.				
Cash Payment	E 609-49751-252 Beer For Resale	BEER				\$13,594.28
	Invoice 1605659					
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC				\$83.40
	Invoice 1605659					
Transaction Date	6/27/2022	Due 6/27/2022	CASH	10100	Total	\$13,677.68
Claim Type						
Claim#	14934	ECM PUBLISHERS, INC.				
Cash Payment	E 101-41400-351 Legal Notices Publishing	ORDINANCE NO 297 SECOND SERIES				\$107.50
	Invoice 899095					
Cash Payment	E 101-41400-351 Legal Notices Publishing	2021 FINANCIAL STATEMENTS				\$838.50
	Invoice 899094					

CITY OF ST FRANCIS

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*Claim Register©

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June 2022

Transaction Date	6/27/2022	Due 6/27/2022	CASH	10100	Total	\$946.00
Claim Type						
Claim#	14920	ELITE SANITATION				
Cash Payment	E 101-45200-401	Repairs/Maint Buildings	PORTABLE RENTAL 5/29-6/25/2022			\$814.00
Invoice	28733					
Cash Payment	E 101-42110-308	Community Education	PORTABLE RENTAL - BIKE RODEO			\$115.00
Invoice	28734					
Cash Payment	E 101-45230-217	Other Operating Supplies	PORTABLE RENTAL - PIONEER DAYS			\$2,148.50
Invoice	28684					
Transaction Date	6/27/2022	Due 6/27/2022	CASH	10100	Total	\$3,077.50
Claim Type						
Claim#	14898	EMBEDDED SYSTEMS				
Cash Payment	E 101-42110-311	Contract	SIREN MAINTENANCE FEE			\$830.25
Invoice	344359					
Transaction Date	6/23/2022	Due 6/23/2022	CASH	10100	Total	\$830.25
Claim Type						
Claim#	14967	FEDERATED COOP				
Cash Payment	E 101-45200-419	Turf/Fertilizer/Weed Contro	FERTILIZER			\$496.41
Invoice	1058406					
Transaction Date	6/29/2022	Due 6/29/2022	CASH	10100	Total	\$496.41
Claim Type						
Claim#	14919	FERGUSON WATERWORKS, INC				
Cash Payment	E 601-49440-234	Water Tower Maintenance	WATER TOWER			\$120.99
Invoice	0494271-1					
Cash Payment	E 602-49490-237	Small Equipment	WATER TOWER			\$121.00
Invoice	0494271-1					
Transaction Date	6/27/2022	Due 6/27/2022	CASH	10100	Total	\$241.99
Claim Type						
Claim#	14897	FIRE CATT, LLC				
Cash Payment	E 101-42210-218	Equipment Repair & Maint	FIRE HOSE TESTING			\$2,249.50
Invoice	10929					
Transaction Date	6/23/2022	Due 6/23/2022	CASH	10100	Total	\$2,249.50
Claim Type						
Claim#	14976	GRAINGER, INC.				
Cash Payment	E 601-49440-401	Repairs/Maint Buildings	BUILDING MAINT			\$14.83
Invoice	9355653198					
Cash Payment	E 601-49440-234	Water Tower Maintenance	WATER TOWER MAINTENANCE			\$167.05
Invoice	9351956017					
Transaction Date	6/29/2022	Due 6/29/2022	CASH	10100	Total	\$181.88
Claim Type						
Claim#	14932	GREAT LAKES COCA-COLA				
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC			\$1,202.63
Invoice	363216336					
Transaction Date	6/27/2022	Due 6/27/2022	CASH	10100	Total	\$1,202.63
Claim Type						
Claim#	14907	HAKANSON ANDERSON ASSOC., I				
Cash Payment	E 101-41910-303	Engineering Fees	BUILDING PERMIT REVIEWS 2022			\$543.75
Invoice	48503					

CITY OF ST FRANCIS

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*Claim Register©

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June 2022

Cash Payment	E 101-43100-303 Engineering Fees	GENERAL ENGINEERING 2022	\$563.00		
Invoice 48501					
Cash Payment	G 803-22179 Vista Prairie-Site Plan	VISTA PRAIRIE	\$1,897.75		
Invoice 48495					
Cash Payment	E 101-43100-303 Engineering Fees	MISC SITE PLAN REVIEWS 2022	\$601.00		
Invoice 48492					
Cash Payment	G 803-22160 ESC-SCHULTE SUBDIVISION	TURTLE PONDS 4TH ADDITION	\$226.00		
Invoice 48493					
Cash Payment	G 803-22192 Dollar General-Hwy 47	DOLLAR GENERAL	\$1,412.50		
Invoice 48494					
Cash Payment	E 101-41910-303 Engineering Fees	MS4 PERMIT	\$855.00		
Invoice 48500					
Cash Payment	E 603-49490-303 Engineering Fees	ROUTINE RETAINER SERVICES	\$800.00		
Invoice 48502					
Cash Payment	E 405-43100-807 2022 Street Improvements	POPPY ST & 229TH LN RECON	\$12,442.60		
Invoice 48499					
Cash Payment	E 101-43100-303 Engineering Fees	PART OF BLOCK 5, VILLAGE OF ST FRANCIS	\$1,786.00		
Invoice 48491					
Cash Payment	E 405-43100-806 2021 Street Improvements	2021 STREET REHAB PROJECT	\$822.00		
Invoice 48497					
Cash Payment	E 405-43100-807 2022 Street Improvements	2022 STREET REHAB	\$7,686.37		
Invoice 48498					
Cash Payment	E 405-43100-805 2020 Street Improvements	2020 STREET RECON AND WATERMAIN PROJECT	\$142.50		
Invoice 48496					
Transaction Date	6/23/2022	Due 6/23/2022 CASH	10100	Total	\$29,778.47

Claim Type

Claim# 14972 HAWKINS, INC.

Cash Payment	E 601-49440-216 Chemicals and Chem Prod	CHEMICALS	\$10.00
	Invoice 6211874		
Cash Payment	E 601-49440-216 Chemicals and Chem Prod	CHEMICALS	\$7,640.70
	Invoice 6207453		
Cash Payment	E 602-49490-216 Chemicals and Chem Prod	CHEMICALS	\$6,015.55
	Invoice 6207452		
Cash Payment	E 601-49440-216 Chemicals and Chem Prod	CHEMICALS	\$30.00
	Invoice 6211355		

Transaction Date	6/29/2022	Due 6/29/2022 CASH	10100	Total	\$13,696.25
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Claim Type

Claim# 14896 HOISINGTON KOEGLER GROUP, I

Cash Payment	E 101-41910-311 Contract	GENERAL PLANNING	\$4,231.96
	Invoice 018-041-45		
Cash Payment	E 225-45100-510 Land-Park Improvement	SIWEK PARK	\$1,800.00
	Invoice 018-041-45		
Cash Payment	E 225-45100-441 Miscellaneous	PARK PLAN	\$9,253.75
	Invoice 018-041-45		
Cash Payment	G 803-22043 Esc-Laketown (Rivers Edge)	ESC-LAKETOWN HOMES (RIVERS EDGE)	\$405.00
	Invoice 018-041-45		
Cash Payment	G 803-22001 TURTLE PONDS 6TH-2022	TURTLE PONDS BLUE WATERS	\$22.50
	Invoice 018-041-45		
Cash Payment	G 803-22179 Vista Prairie-Site Plan	VISTA PRAIRIE SENIOR HOUSING PLAN	\$90.00
	Invoice 018-041-45		

CITY OF ST FRANCIS

*Claim Register©

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June 2022

Cash Payment	G 803-22192 Dollar General-Hwy 47	DOLLAR GENERAL HWY 47			\$180.00
	Invoice 018-041-45				
Cash Payment	G 803-22194 Northrup Grumann Site Plan-2	NORTHROP GRUMANN 2021			\$337.50
	Invoice 018-041-45				
Cash Payment	G 803-22197 Sawyer Lot Line Adjust	SAWYER LOT LINE ADJUSTMENT 2022			\$37.50
	Invoice 018-041-45				
Cash Payment	G 803-22198 St. Francis Dental Clinic	ST FRANCIS DENTAL ADDITION 2022			\$2,481.33
	Invoice 018-041-45				
Cash Payment	G 803-22199 Baldwin Variance	BALDWIN VARIANCE 2022			\$1,810.08
	Invoice 018-041-45				
Transaction Date	6/22/2022	Due 6/22/2022	CASH	10100	Total \$20,649.62

Claim Type

Claim#	14966	INNOVATIVE OFFICE SOLUTIONS,			
Cash Payment	E 101-43100-200 Office Supplies	OFFICE SUPPLIES			\$53.88
	Invoice IN3804000				
Cash Payment	E 101-43100-200 Office Supplies	OFFICE SUPPLIES			\$67.24
	Invoice IN3838001				
Cash Payment	E 101-42110-200 Office Supplies	OFFICE SUPPLIES			\$176.25
	Invoice IN3831517				
Cash Payment	E 101-45200-200 Office Supplies	OFFICE SUPPLIES			\$53.87
	Invoice IN3804000				
Transaction Date	6/29/2022	Due 6/29/2022	CASH	10100	Total \$351.24

Claim Type

Claim#	14927	ISD #15			
Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	INVESTIGATOR CAR - MAINTENANCE			\$282.86
	Invoice 8950				
Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	CAR 119 MAINTENANCE			\$60.96
	Invoice 8944				
Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	CAR 221 MAINTENANCE			\$63.43
	Invoice 8946				
Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	INVESTIGATOR CAR - MAINTENANCE			\$69.46
	Invoice 8949				
Transaction Date	6/27/2022	Due 6/27/2022	CASH	10100	Total \$476.71

Claim Type

Claim#	14942	JOHNSON BROS WHLSE LIQUOR			
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT			\$17.50
	Invoice 2080152				
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT			\$15.76
	Invoice 2080150				
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT			\$7.01
	Invoice 2080151				
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR			\$492.05
	Invoice 2080150				
Cash Payment	E 609-49751-253 Wine For Resale	WINE			\$323.00
	Invoice 2080151				
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC			\$330.40
	Invoice 2080152				
Transaction Date	6/27/2022	Due 6/27/2022	CASH	10100	Total \$1,185.72

Claim Type

Claim#	14961	JOSHUA/MARKUM BUILDERS			
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CITY OF ST FRANCIS

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*Claim Register©

AP 07-05-2022

June 2022

Cash Payment G 803-22000 Deposits REFUND ESCROW - 4120 228TH AVE NW \$150.00
Invoice .06282022

Transaction Date 6/29/2022 Due 6/29/2022 CASH 10100 Total \$150.00

Claim Type

Claim# 14965 LEPAGE & SONS

Cash Payment E 101-45230-217 Other Operating Supplies PIONEER DAYS RECYCLING \$577.76
Invoice 173910

Transaction Date 6/29/2022 Due 6/29/2022 CASH 10100 Total \$577.76

Claim Type

Claim# 14941 MCDONALD DIST CO.

Cash Payment E 609-49751-252 Beer For Resale BEER- REMAINING BALANCE \$617.55
Invoice 626601-01

Cash Payment E 609-49751-252 Beer For Resale BEER \$5,929.05
Invoice 637363

Cash Payment E 609-49751-252 Beer For Resale BEER \$458.50
Invoice 637432

Cash Payment E 609-49751-252 Beer For Resale BEER -\$48.60
Invoice 637472

Cash Payment E 609-49751-255 N/A Products N/A PRODUCTS \$50.05
Invoice 637363

Transaction Date 6/27/2022 Due 6/27/2022 CASH 10100 Total \$7,006.55

Claim Type

Claim# 14894 MN NCPERS LIFE INSURANCE

Cash Payment G 101-21713 MN Life INSURANCE PREMIUM FOR 07/2022 \$112.00
Invoice 733400072022

Transaction Date 6/22/2022 Due 6/22/2022 CASH 10100 Total \$112.00

Claim Type

Claim# 14964 NIESSEN CONSTRUCTION LLC

Cash Payment E 101-42110-402 Janitorial Service CLEAN WINDOWS \$140.00
Invoice .06292022

Cash Payment E 101-45200-402 Janitorial Service CLEAN WINDOWS \$140.00
Invoice .06292022

Cash Payment E 101-43100-402 Janitorial Service CLEAN WINDOWS \$140.00
Invoice .06292022

Cash Payment E 601-49440-402 Janitorial Service CLEAN WINDOWS \$140.00
Invoice .06292022

Cash Payment E 602-49490-402 Janitorial Service CLEAN WINDOWS \$140.00
Invoice .06292022

Transaction Date 6/29/2022 Due 6/29/2022 CASH 10100 Total \$700.00

Claim Type

Claim# 14906 NORTHERN SALT INCORPORATED

Cash Payment E 405-43100-441 Miscellaneous CHEMICALS \$13,641.60
Invoice 25600

Transaction Date 6/23/2022 Due 6/23/2022 CASH 10100 Total \$13,641.60

Claim Type

Claim# 14918 NORTHLAND OCCUPATIONAL HEA

Cash Payment E 101-43100-441 Miscellaneous DOT DRUG SCREEN \$12.50
Invoice 15103

Cash Payment E 101-45200-441 Miscellaneous DOT DRUG SCREEN \$12.50
Invoice 15103

CITY OF ST FRANCIS

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Agenda Item # 4J.

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*Claim Register©

AP 07-05-2022

June 2022

Cash Payment	E 601-49440-441 Miscellaneous	DOT DRUG SCREEN				\$12.50
	Invoice 15103					
Cash Payment	E 602-49490-441 Miscellaneous	DOT DRUG SCREEN				\$12.50
	Invoice 15103					
Transaction Date	6/27/2022	Due 6/27/2022	CASH	10100	Total	\$50.00

Claim Type

Claim# 14949 PHILLIPS WINE & SPIRITS CO.

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$47.25
	Invoice 6416145					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$125.38
	Invoice 6418144					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$1,162.52
	Invoice 6416145					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$8,473.65
	Invoice 6418144					
Transaction Date	6/27/2022	Due 6/27/2022	CASH	10100	Total	\$9,808.80

Claim Type

Claim# 14953 RMB ENVIRONMENTAL LAB

Cash Payment	E 602-49490-313 Sample Testing	ALL WEEKS COOLER 2				\$96.00
	Invoice B005736					
Cash Payment	E 602-49490-313 Sample Testing	WEEKS 2-4 COOLER 1				\$140.00
	Invoice B005706					
Cash Payment	E 602-49490-313 Sample Testing	ALL WEEKS COOLER 2				\$86.00
	Invoice B005642					
Transaction Date	6/28/2022	Due 6/28/2022	CASH	10100	Total	\$322.00

Claim Type

Claim# 14978 ROYAL SUPPLY

Cash Payment	E 101-41940-210 Operating Supplies	SUPPLIES				\$58.50
	Invoice 3639					
Cash Payment	E 101-42110-217 Other Operating Supplies	SUPPLIES				\$29.25
	Invoice 3639					
Cash Payment	E 101-43100-217 Other Operating Supplies	SUPPLIES				\$14.62
	Invoice 3639					
Cash Payment	E 101-45200-217 Other Operating Supplies	SUPPLIES				\$14.62
	Invoice 3639					
Cash Payment	E 601-49440-217 Other Operating Supplies	SUPPLIES				\$14.62
	Invoice 3639					
Cash Payment	E 602-49490-217 Other Operating Supplies	SUPPLIES				\$14.64
	Invoice 3639					
Transaction Date	6/29/2022	Due 6/29/2022	CASH	10100	Total	\$146.25

Claim Type

Claim# 14905 SHI INTERNATIONAL CORP

Cash Payment	E 402-42110-570 Other Office Equipment	CONTRACT				\$296.00
	Invoice B15369202					
Transaction Date	6/23/2022	Due 6/23/2022	CASH	10100	Total	\$296.00

Claim Type

Claim# 14947 SOUTHERN GLAZERS OF MN

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$14.51
	Invoice 2226658					

CITY OF ST FRANCIS

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*Claim Register©

AP 07-05-2022

June 2022

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$3.84
	Invoice 2226659					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$1,610.40
	Invoice 2226658					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$126.00
	Invoice 2226659					
Transaction Date	6/27/2022	Due 6/27/2022	CASH	10100	Total	\$1,754.75

Claim Type

Claim#	14952	TJ ASSOCIATES				
Cash Payment	E 101-42110-437 Uniform Allowance	UNIFORMS				\$62.96
	Invoice 238586					
Cash Payment	E 101-42110-401 Repairs/Maint Buildings	BUILDING SIGNS				\$168.56
	Invoice 238586					
Transaction Date	6/28/2022	Due 6/28/2022	CASH	10100	Total	\$231.52

Claim Type

Claim#	14971	USABLUBOOK				
Cash Payment	E 601-49440-235 Lab Supplies	LAB SUPPLIES				\$197.43
	Invoice 015877					
Transaction Date	6/29/2022	Due 6/29/2022	CASH	10100	Total	\$197.43

Claim Type

Claim#	14970	VESSCO, INC.				
Cash Payment	E 602-49490-217 Other Operating Supplies	OPERATING SUPPLIES				\$436.23
	Invoice 088014					
Transaction Date	6/29/2022	Due 6/29/2022	CASH	10100	Total	\$436.23

Claim Type

Claim#	14945	WINE MERCHANTS				
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$10.50
	Invoice 7384886					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$630.00
	Invoice 7384886					
Transaction Date	6/27/2022	Due 6/27/2022	CASH	10100	Total	\$640.50

Pre-Written Checks	\$0.00
Checks to be Generated by the Compute	\$254,158.62
Total	\$254,158.62

CITY OF ST FRANCIS

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*Claim Register©

AP-MANUAL 06-30-2022

June 2022

Claim Type

Claim#	14915	POSTMASTER - ST. FRANCIS	Ck# 080616	6/23/2022		
Cash Payment	E 101-43210-439	Recycling Days	RECYCLING DAY POSTAGE			\$820.10
Invoice	.06232022					
Transaction Date	6/23/2022	Due 6/23/2022	CASH	10100	Total	\$820.10

Pre-Written Checks	\$820.10
Checks to be Generated by the Compute	\$0.00
Total	\$820.10



CITY COUNCIL AGENDA REPORT

TO: St. Francis City Council
FROM: Beth Richmond, Planner
SUBJECT: Turtle Ponds 6th Addition Concept Review
DATE: July 5th, 2022
APPLICANT: Bluewaters Builders, Inc. (Greg Chaffin)

OVERVIEW:

Greg Chaffin with Bluewaters Builders, Inc. has submitted an application to solicit input on a proposed concept for a residential and commercial development located at 2761 229th Ave NW. The concept includes 11 attached townhome lots spread across three buildings and one commercial lot in the southeast corner of the site where the pole building exists today.

The applicant is proposing to extend the private street that was approved with the 4th Addition of Turtle Ponds to provide access to the lots in the 6th Addition. A fire lane is proposed to access 229th Ave in case of an emergency.

Anticipated land use actions for this project include a Comprehensive Plan amendment, rezoning, and preliminary and final plats.

PLANNING COMMISSION:

The Planning Commission reviewed the concept plan at their June 15, 2022 meeting. The applicant was in attendance to discuss the concept. Following the presentation by Staff, the Planning Commission discussed the following items in greater detail:

- **Comprehensive Plan** – Commissioners discussed the existing commercial use guidance for the site. Staff explained that this was a holdover from the previous Comprehensive Plan. After further evaluation, using the majority of this site for residential uses seems to be appropriate based on the surrounding uses and the site's location far from the commercial "centers" of the City.
- **Commercial Use** – The applicant is proposing to update the existing pole building and use it as the sales office for the 4th, 5th, and 6th Additions of Turtle Ponds which he currently owns. Updates may include removing the existing doors and creating a storefront. Following buildout of Turtle Ponds, this use could transition to a showroom/sales use. Commissioners were supportive of limiting the types of commercial uses to those that produce lower traffic volumes in order to reduce the chance of disrupting the surrounding residential neighborhoods.
- **PUD** – A rezoning to the Turtle Run Planned Unit Development was proposed for the concept. Commissioners discussed the existing PUD requirements for townhomes and commercial uses. Commissioners also discussed the amount of green space within the

entire development. Staff shared that the Turtle Run PUD is required to maintain 50% of its land for open space. A majority of this open space comes from The Ponds golf course which is included in this PUD.

- **Access** – While the site is located on a County road, it is unlikely that Anoka County would allow a full intersection or access here due to the location of the 229th/Arrowhead intersection just 0.1 mile away. Anoka County’s access spacing guidelines require a distance of 0.5 miles between full intersections on minor arterials such as 229th Ave NW. The proposed private street extension and fire lane were proposed with this in mind. The applicant noted that the fire lane would be gated and landscaped in order to restrict access.

Overall, Commissioners were supportive of the concept. No action was being sought for this concept plan, therefore the Planning Commission provided feedback to the applicant but did not take any action.

ACTION TO BE CONSIDERED:

The City Council is requested to provide feedback to the applicant on the proposed concept. Comments shared are not binding on the City nor do they constitute official assurances or representations of the City on future approvals.

ATTACHMENTS:

- Concept Plan
- June 15, 2022 Planning Commission Packet

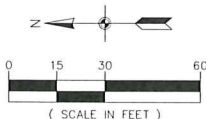


NOTES

- 1) No field work has been completed at this time.
- 2) Topography shown is LIDAR which was provided by the Minnesota Department of Natural Resources.
- 3) No Title Work has been furnished for this survey, property is subject to all easements of record, if any.
- 4) Wetlands shown are taken from the National Wetland Inventory and have not been field verified.

SITE DATA

TOTAL SITE AREA ± 2.71 AC.
TOTAL NUMBER OF LOTS 12
TOWNHOME UNITS 11
OFFICE BUILDING 1



REVIEW COPY

BLUEWATERS COMPANIES
17029 Vickers St. NE
Ham Lake, MN, 55304

REVISIONS
1. 05/04/2022 Add lot lines.
2. 05/06/2022 Add lot dimensions.
3.
4.
5.
6.
DRAWN BY: C#
ISSUE DATE: 04/22/2022
FILE NO: XXX

CONCEPT PLAN

TURTLE PONDS 6TH ADDITION
St. Francis, Minnesota



PLANNING COMMISSION AGENDA REPORT

TO: St. Francis Planning Commission
FROM: Beth Richmond, Planner
SUBJECT: Turtle Ponds 6th Addition Concept Review
DATE: 6-8-2022 for 6-15-2022 meeting
APPLICANT: Bluewaters Builders, Inc. (Greg Chaffin)
LOCATION: 2761 229th Ave NW
COMP PLAN: Commercial
ZONING: PUD/B-2

OVERVIEW

The applicant, Bluewaters Builders, Inc., represented by Greg Chaffin, has applied for review and discussion of a concept plan for a residential and commercial development at 2761 229th Ave NW (PID 33-34-24-43-0110). The concept plan shows a general layout for the future subdivision of the property into attached townhome lots and one commercial lot. This concept incorporates roadway extensions from the abutting Turtle Ponds 4th Addition, which was approved in March 2020 but which has not yet been built out.



ANALYSIS

Existing Site Characteristics

The 2.56-acre site is located within the City's Urban Service Area. CSAH 24 (229th Ave NW) extends along the site's southern property line. 229th Ave NW is a County road, therefore Anoka County has jurisdiction of any access points onto 229th Ave NW from the site. There are currently two gravel driveways which access onto 229th Ave NW from this site.

A majority of the site is vacant today. An existing pole shed is located in the southeast corner of the site. A wetland complex covering roughly 33% of the site exists along the west and north portions of the property.

The site is surrounded by the Turtle Run Planned Unit Development (PUD). The Turtle Run PUD includes the Ponds Golf Course located to the west of the site and the townhomes located to the north and east (Turtle Ponds 2nd and 4th Additions). The City of Oak Grove is located immediately to the south of this parcel.

Proposed Improvements

Based on the Concept Plan dated 4/22/22, the applicant is proposing to utilize this site for commercial and residential development. 11 attached townhome units in three buildings are proposed along the west and north areas of the property. The existing pole building would be improved and used as a commercial site. The immediate use of the commercial site would be as the leasing office for the Turtle Ponds 4th and 6th Additions. Following the build-out of the area, the office could be converted into a showroom space.

229th Ave NW is classified as a Minor Arterial street. Anoka County's access spacing requirement between full intersections involving Minor Arterials is 0.5 mile. Currently, the site is located roughly 0.1 mile from the existing full intersection at Arrowhead St NW. In addition, the site has the potential for access through the local, private street that was approved with the 4th Addition of Turtle Ponds. Therefore, it is unlikely that the County would be supportive of a full access onto 229th Ave NW for this site.

Reflecting this, access for the site is proposed as a continuation of the private street that was platted as part of the 4th Addition of Turtle Ponds. The concept does not show a full access onto 229th Ave. Instead, a fire lane is proposed to allow access if needed but to otherwise minimize the impact onto 229th.

Land Use

The 2040 Comprehensive Plan currently guides the subject parcel for commercial use. The proposed concept plan would require a Comprehensive Plan amendment to reguide the area of the site used for residential to the Medium Density Residential land use category. This category allows for a density of 3-7 units per net acre. On this site, this density range amounts to a maximum of 11 units on the site which matches the number of units shown in the concept plan. The commercial lot (Lot 12) would remain guided for commercial use. '

The City's adopted zoning map currently includes this parcel as part of the Turtle Run PUD. However, the PUD was never amended to include the subject site. Therefore, a rezoning process would be needed in order to add this site as part of the Turtle Run PUD. If not

included as part of the PUD, this site would need to be rezoned reflecting the proposed residential and commercial uses.

Discussion Items

Staff will review the following items at the meeting for discussion purposes:

- Is it appropriate to rezone this property to become part of the Turtle Run PUD?
 - Unless the PUD is amended, Turtle Ponds 6th would be required to meet the standards of the current Turtle Run PUD (attached).
- Residential Lots
 - Is a Comprehensive Plan amendment from commercial to residential use appropriate in this area? Staff is supportive.
 - Maximum density for temporary dead-end streets is 16 units. Concept proposes 24 units on the new street and one commercial lot between the 4th and conceptual 6th Additions of Turtle Ponds. The proposed fire access was added to the concept to address this issue while still reducing the access points onto 229th Ave.
- Commercial Lot (Lot 12)
 - Building Design
 - The current shed on the site is a pole building. Are there specific design requirements that the Planning Commission would recommend for this structure?
 - It is uncommon for a commercial building to have access via a private street through a residential neighborhood.
 - The County is likely to limit access for this parcel onto 229th due to the potential for internal street connections. There have not been specific discussions with the County pertaining to this site at this point. Commissioners could direct the applicant to discuss this access with the County prior to a preliminary plat submittal.
 - While the site would have visibility from a County road, accessing this building from a private street could cause traffic concerns.
 - It may be beneficial to more specifically restrict the types of commercial uses allowed in this area to uses that experience limited traffic.
 - Would the Planning Commission like to limit this site to certain commercial uses? If so, which ones?
 - When commercial buildings are located adjacent to residential districts, common City practice is to provide some sort of buffer or screening elements to provide a natural separation between the uses.
 - Is the Planning Commission interested in seeing a separation with landscaping or fencing between the two types of uses?

ACTION TO BE CONSIDERED

The Planning Commission is requested to provide feedback to the applicant on the proposed concept. No motion is required. Comments shared are not binding to the City nor do they

constitute official assurances or representations of the City on future recommendations or approvals. The City Council will also review the concept and provide feedback.

If the applicant chooses to proceed with the project following concept plan review, the likely entitlements would include a Comprehensive Plan amendment, rezoning/amended PUD, and preliminary and final plat.

Attachment:

- Concept Plan
- Turtle Run PUD



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Todd Schwieger, Police Chief
SUBJECT: Fleet Management
DATE: July 5th, 2022

OVERVIEW:

In response to rising vehicle prices and availability concerns staff has explored the use of a fleet management company to manage the City's vehicle fleet which is currently comprised of 23 vehicles excluding large service vehicles such as dump trucks and fire engines. Staff members including Police Chief Todd Schwieger, Finance Director Darcy Mulvihill, City Administrator Kate Thunstrom, and Public Works Director Paul Carpenter have consulted with a representative from Enterprise Fleet Management to discuss the needs of the City and the services Enterprise is able to provide.

Enterprise currently manages in excess of 2.3 million vehicles worldwide and uses that knowledge, expertise, and automotive market influence to acquire vehicles and achieve higher returns when selling vehicles. Enterprise would establish a proactive replacement plan that will allow the City to maintain a more current fleet of vehicles which will reduce maintenance costs and increase equity at time of resale. Enterprise uses an open-end lease to allow cities to acquire vehicles rather than the City using its capital outlay to purchase vehicles. An open-end lease means there are no early termination, mileage, or abnormal wear and tear penalties. The City would also receive the equity from the vehicle when sold as profit or to put towards the purchase of a replacement vehicle.

The City would be assigned a local fleet manager who would meet with staff and analyze our current fleet, identify immediate opportunities for savings and craft future plans for acquiring vehicles that meet the City's objectives.

Enterprise is the preferred fleet management company of Sourcewell who the City also has an account with. Sourcewell is an organization that will vet all suppliers of anything from staples and paper to vehicles. They do the due diligence to ensure clients are getting the best pricing and service. This allows clients to not need to get multiple bids or negotiate every time they make a purchase.

ACTION TO BE CONSIDERED:

City Council to approve City staff to move forward with utilizing the services of Enterprise Fleet Management to manage the City's vehicle's fleet of vehicles. There are agreements that would be put into place but the City could opt out at any time without penalty.

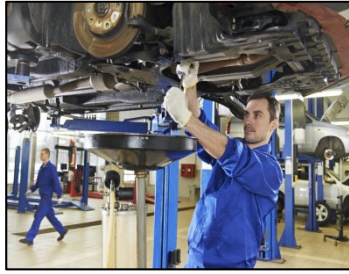
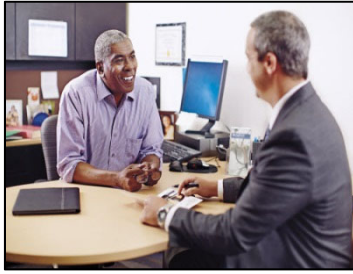
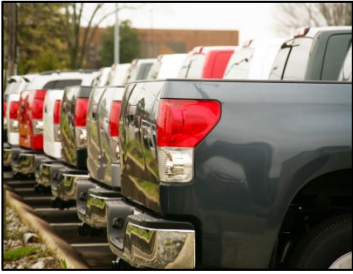
BUDGET IMPLICATION:

The City currently uses Plan It Software to budget for and help manage the purchase of fleet vehicles. Attached is the vehicle replacement fund from Plan It showing the city's budget for the purchase of vehicles for years 2023-2031. Included in the attachment is the comparison of buying vs. leasing the vehicles as well as the savings associated with it. It appears that the City would see a substantial savings in leasing vehicles through Enterprise Fleet Management versus the current practice of buying vehicles.

Enterprise would receive .10 percent management fee per capitalized price of each vehicle. An example would be a \$30,000 vehicle would see a monthly management fee of \$30.00. This fee is calculated into the projected cost analysis.

Attachments:

- City of St. Francis Fleet Synopsis, Vehicle Replacement Fund, Vehicle Service Agreement, Auction Agreement, Maintenance Agreement,



FLEET MANAGEMENT

FLEET SYNOPSIS | City of St. Francis



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

Enterprise Fleet Management, Inc.

600 Corporate Park Drive

St. Louis, MO 63105

Nick Houle

Account Executive
2775 Blue Water Rd.
Eagan, MN 55121
763-294-0874

FLEET SYNOPSIS | City of St. Francis

Impact of Partnership

BACKGROUND

Location: St. Francis, MN

Industry: Government

Total Vehicles: 20-25

THE SITUATION

The City of St. Francis is looking for a solution to better manage its aging fleet.

- The increasing costs of vehicles have limited the number of vehicles that can be acquired within current budgets.
- Older vehicles have higher fuel costs, maintenance costs, and tend to be unreliable.

THE OBJECTIVES

Enterprise Fleet Management’s proposal is to save organizational resources and budget dollars through a managed vehicle program.

- Utilize an open-end lease* as a funding mechanism, allowing the City to acquire additional vehicles while avoiding a large capital budget outlay.
- Replace aged vehicles with newer models to increase fuel efficiency and reduce maintenance expense.
 - Maintenance and repairs can be outsourced to local businesses to further stimulate economic growth and the integration of more fuel efficient vehicles will reduce carbon footprint.
- Establish a proactive replacement plan that maximizes potential equity at time of resale, reduces operational expenses, and increases safety.

*An open-end lease means there are no early termination, mileage, or abnormal wear



CLIENT TESTIMONIAL

“Enterprise Fleet Management has saved us time and money for our fleet operations.”

THE RESULTS

By partnering with Enterprise Fleet Management, it is estimated that The City of St. Francis will reduce maintenance costs by 29%. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, the City will leverage Enterprises Fleet Management’s ability to sell vehicles at an average of 113.5% above Black Book values. By shifting from reactively replacing inoperable vehicles to planning vehicle purchases, the City will be able to replace 6 of its oldest vehicles in year one and save approximately \$177,498.

Nick Houle | 763-294-0874 nicholas.j.houle@efleets.com

City of St. Francis, MN											
Vehicle and Equipment Replacement Fund											
Cash Flow											
	Project #	Previous years*	2023	2024	2025	2026	2027	2028	2029	2030	2031
Use of Funds:											
Inspections											
Vehicle	INSPECT-001	-	30,000								
Police											
Vehicles	POLICE-001	-	70,000	35,000	95,000	35,000	135,000	45,000	90,000	45,000	90,000
Fire											
Vehicles	FIRE-004										
-Duty Officer										65,000	
-Assistant Chief											
-Chiefs Car							65,000				
Public Works											
Pickup Trucks	PW-002	49,500	-	45,000	-	-	45,000	45,000	-	50,000	60,000
Cash Available in Plan it		49,500	100,000	80,000	95,000	35,000	245,000	90,000	90,000	160,000	150,000
Lease payments per Schedule											
Lease Payments		50,652	59,213	99,833	144,705	\$ 176,239	\$ 176,239	\$ 176,239	\$ 176,239	\$ 176,239	\$ 176,239
Equity Received (Owned)		(85,500)	(27,000)	(72,800)	(76,800)	\$ (48,500)					
Equity Received (Leased)				(26,833)	(10,959)	\$ (24,543)	\$ (35,969)	\$ (36,399)	\$ (11,922)	\$ (50,967)	\$ (22,881)
Net Payment on Enterprise		(34,848)	32,213	200	56,946	103,196	140,270	139,840	164,317	125,272	153,358
Remaining Cash		84,348	152,135	231,935	269,989	201,793	306,523	256,683	182,366	217,094	213,736
Additional Vehicles they might add:											
Sign Truck	PW-003	-	-	-	-	-	110,000	-	-	-	-
One Ton Dump Truck	PW-004	-	-	85,000	-	-	-	-	-	-	-
Crane Truck	PW-005	95,000									
Note: Enterprise analysis did not have the Sign Truck, One-ton Dump Truck and Crane Truck in the original analysis.											

COMPANY OWNED VEHICLE SERVICE AGREEMENT

THIS COMPANY OWNED VEHICLE SERVICE AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 20____, by and between Enterprise Fleet Management, Inc. (“EFM”), a Missouri corporation, d/b/a Enterprise Fleet Management, and the company whose name and address is set forth on the signature page below (“Company”). Each of EFM and the Company is a “Party,” and collectively, the “Parties.”

WITNESSETH:

WHEREAS, EFM desires to offer to the Company certain services, including the Maintenance Program (as defined herein), the Maintenance Management Program (as defined herein), and/or the License Administration Program (as defined herein, together with the Maintenance Program and the Maintenance Management Program, collectively, the “Services,” with each of the Services sometimes being individually referred to herein as a “Service”) for the Covered Vehicles (as defined herein), and enter into this Agreement regarding same; and

WHEREAS, the Company desires to obtain certain services from EFM, including the Maintenance Program, the Maintenance Management Program, and/or the License Administration Program, for the Covered Vehicles, and enter into this Agreement regarding same.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, promises, and conditions set forth herein, the Parties agree as follows:

- 1. COVERED VEHICLES:** Upon request from the Company to EFM, and in exchange for consideration as set forth in this Agreement, EFM will provide all or certain of the Services to the Company for certain vehicles owned by the Company (individually each is a “Covered Vehicle,” and collectively the “Covered Vehicles”), which Covered Vehicles shall only be operated and/or used by an authorized representative of the Company or the Company’s subsidiaries or affiliates. Each Service requested to be provided by EFM to the Company shall be set forth on a schedule (individually each is a “Schedule,” and collectively the “Schedules”) to this Agreement which shall identify the applicable Covered Vehicle and each requested Service for the Covered Vehicle. Each Covered Vehicle will have an individual Schedule. EFM will send the Company a Schedule for each Covered Vehicle, which Schedule will include, but not necessarily be limited to, a description of the Covered Vehicle, the Service or Services requested for the Covered Vehicle, and the recurring charges due from the Company to EFM with respect to each Service requested by the Company. Should a Service being provided for a Covered Vehicle be terminated, EFM will provide to the Company a revised Schedule for the Covered Vehicle which shall supersede the original Schedule for the Covered Vehicle. The Parties agree and acknowledge that each Schedule shall be subject to the terms and conditions of this Agreement, expressly made a part of this Agreement, and deemed completely integrated herein. References to this Agreement shall include all Schedules and exhibits to this Agreement, including, without limitation, the Packet (as defined herein) if applicable.
- 2. TERM AND TERMINATION:** The term of this Agreement (the “Term”) for each Covered Vehicle shall begin on the first day of the month listed on the applicable Schedule and shall continue for month to month thereafter until terminated as set forth in this Agreement. EFM and the Company shall each have the right to

terminate this Agreement with respect to any Covered Vehicle effective as of the last day of any month upon not less than sixty (60) days prior written notice to the other Party. The termination of this Agreement, with respect to any Covered Vehicle or the entirety of this Agreement, shall not affect any rights or obligations under this Agreement which previously arose and were accrued or thereafter arise and accrue, and such rights and obligations shall continue to be governed by the terms of this Agreement. In the event that the Term for each Covered Vehicle has been terminated, either Party may terminate this Agreement in its entirety upon written notice to the other Party.

3. **ADDITIONAL DOCUMENTATION:** Whether at the request of EFM or another, the Company shall execute and deliver any and all additional documents and instruments as well as do such further acts and things as may be necessary or required to carry out the intent and purpose of this Agreement, including executing or delivering any document or instrument required and/or necessary to comply with any applicable federal, state or local law, rule, regulation or ordinance and/ or effect the provision of any Service, including any document or instrument necessary to appoint EFM as the Company's agent and provide EFM with power of attorney on behalf of the Company as contemplated by this Agreement.
4. **COVERED VEHICLE FEE:** EFM will charge the Company, and the Company will pay EFM in accordance with the terms of this Agreement, a monthly fee, plus a one time set-up fee per Covered Vehicle.
5. **PAYMENT TERMS:** Any amount owed by the Company to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, at a rate per annum equal to the lesser of (a) Eighteen Percent (18%) per annum, or (b) the highest rate allowed by applicable law, from the due date until paid in full.
6. **BILLING:** All fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts paid by EFM and for which the Company is responsible and liable for under this Agreement will be submitted to the Company on an invoice. The Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM is entitled to retain for its own account, without any benefit being provided to the Company, and treat as being paid by EFM for purposes of this Agreement, any discounts that EFM receives from a third party which are based on the overall volume of business EFM provides to such third party and not solely based upon the Company's business.
7. **ARIOUS COSTS, EXPENSES, FEES, AND CHARGES.** The Company agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties, taxes (other than federal and state income taxes on the income of EFM), or any other amounts incurred by EFM during the Term in connection with the Services and/or the titling, licensing, registration, maintenance, delivery, purchase, sale, rental, use or operation of any Covered Vehicle. If EFM incurs any such costs, expenses, fees, charges, fines, tickets, penalties, taxes, or other amounts, EFM will invoice the Company, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement.
8. **LICENSE ADMINISTRATION PROGRAM:**
 - (a) EFM agrees to obtain all initial and renewal registration stickers and registration plates required by any state in which a Covered Vehicle is registered where the presence of the Covered Vehicle is not required for issuance of initial and/or renewal registration stickers and registration plates. The Company agrees that it shall not permit a Covered Vehicle to be located in a location, whether a state or country, other than the state in which the Covered Vehicle is then titled and/ or registered for any continuous period of time that would result in the Covered Vehicle being subject to the titling and/or registration laws, rules, regulations, or ordinances of such other state or country without providing at least thirty (30) days advance written notice of same to EFM. The Company shall be

responsible and liable for any fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts which are incurred as a result of the Company's failure to provide the advance written notice as set forth in this Section.

- (b) Each Covered Vehicle shall be titled and licensed in the Company's name at the Company's expense. If necessary, EFM will assist the Company with such titling and licensing. The Company shall be liable and responsible for any fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts related to the titling and licensing of a Covered Vehicle.
- (c) The services described in this Section are collectively referred to as the "License Administration Program."

9. MAINTENANCE PROGRAM: If the Maintenance Program is requested by the Company and provided by EFM, the following terms shall apply:

- (a) EFM will provide the Company with an authorization card (the "EFM Card") for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time without providing advance notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.

- (b) EFM agrees that, during the Term for a Covered Vehicle and subject to the terms and conditions of this Agreement, EFM will pay for, or reimburse the

Company for its payment of, all reasonable and documented costs and expenses incurred in connection with the service, maintenance, or repair of the Covered

Vehicle to the extent same is included on the applicable Schedule for a Covered Vehicle. Unless otherwise agreed to in writing by the Parties and set forth on the Schedule for a Covered Vehicle, neither this Agreement nor the Maintenance Program cover and the Company shall remain solely liable and responsible for and pay for (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) maintenance or repair of, or damage caused by, any alteration, upgrade, upfitting, addition, improvement, or unauthorized replacement part added to a Covered Vehicle or by and of any after-market component (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitations, step vans), software, or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by the Company, a dealer, a body shop, an upfitter, or anyone else other than the manufacturer of the Covered Vehicle), (f) any service, maintenance, repair, and/or damage resulting from, due to, related to, or arising out of (i) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other acts of god, an object striking or colliding with a Covered Vehicle, improper use or abuse of a Covered Vehicle (including, without limitation, driving over curbs, overloading, and racing or other competition), (ii) lack of maintenance, service, or repair by the Company

between scheduled services (including, without limitation, failure to maintain manufacturer recommended fluid levels); or (iii) the Company's failure to maintain a Covered Vehicle as recommended by the manufacturer, or as required by and in compliance with (1) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto), and (2) the provisions of all insurance policies affecting or covering the Covered Vehicle or its use or operation, (g) roadside assistance or towing for vehicle service, maintenance, or repair purposes, (h) mobile services, (i) the cost of a loaner or rental vehicle, or (j) if the Covered Vehicle is a vehicle with a 1 ton classification or greater, any (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, maintained or repaired, the Company agrees to have the necessary work performed by a service, maintenance, or repair facility authorized in advance in writing by EFM. In every case, if the cost of any such service, maintenance, or repair is estimated to or does exceed fifty dollars (\$50.00), the Company shall notify EFM in advance of such service, maintenance, or repair being performed and obtain EFM's authorization and approval for such service, maintenance, or repair and abide by EFM's instructions as to where such service, maintenance, or repair shall be made and the extent of service, maintenance, or repair to be obtained. The Company agrees to furnish EFM with an invoice for all service, maintenance, or repair to a Covered Vehicle, which invoice shall be accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM shall not be, and is not, obligated to pay for any unauthorized charges or those exceeding fifty dollars (\$50.00) for any one service, maintenance, or repair on any Covered Vehicle unless the Company has complied with the terms and conditions of this Agreement and followed all of EFM's instructions. EFM shall not, and does not, have any responsibility to pay for any service, maintenance, or repair in excess of the service, maintenance, or repair recommended by the manufacturer, unless otherwise agreed to in writing by EFM. Notwithstanding any other provision of this Agreement to the contrary, EFM shall not be, and is not, required to provide or pay for any service, maintenance, or repair to any Covered Vehicle after the odometer mileage reaches one hundred thousand (100,000) miles. The Maintenance Program for a Covered Vehicle shall be automatically terminated and no longer provided by EFM to the Company after the odometer mileage for a Covered Vehicle reaches one hundred thousand (100,000) miles.

(c) EFM will charge the Company, and the Company agrees to pay to EFM, a monthly maintenance fee for the Maintenance Program for each Covered Vehicle. The monthly maintenance fee for each Covered Vehicle will be listed on the Schedule for the Covered Vehicle and will be due and payable by the Company to EFM in advance on the first day of each month.

(d) The services described in this Section are collectively referred to as the "Maintenance Program."

10. MAINTENANCE MANAGEMENT PROGRAM: If the Maintenance Management Program is requested by the Company and provided by EFM, the following terms shall apply:

(a) EFM will provide the Company with an EFM Card for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Management Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time without providing

advance notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is nontransferable.

- (b) EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.
- (c) EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs for a Covered Vehicle which are estimated to or do exceed seventy five dollars (\$75.00), or such other amount as may be established by EFM, in its sole discretion. from time to time under the Maintenance Management Program. All charges for service, maintenance, or repair for a Covered Vehicle under the Maintenance Management Program will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts, and unnecessary, unauthorized repairs. After the invoices are audited, EFM shall pay for the amount of the audited invoice. EFM will provide to the Company the audited invoices (the "Audited Invoices").
- (d) Notwithstanding the above, in the event the service, maintenance, or repair are the result of or are related to damage from an accident or other nonmaintenance related cause (including glass claims), these matters will be referred to EFM. If the Company prefers that EFM handle the damage service, maintenance, or repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this administration service will be up to one hundred twenty five dollars (\$125.00) per claim, and the Company agrees to pay EFM for those fees and reimburse EFM for the damage service, maintenance, and repair as set forth in this Agreement (the "Administrative and Repair Fees"). If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a vehicle risk management agreement must be on file with EFM for the Company.
- (e) The Company shall pay to EFM the amounts paid for by EFM under this Section and in conjunction with the Maintenance Management Program, including, without limitation, as set forth on the Audited Invoices as well as for the Administrative and Repair Fees in accordance with the terms of this Agreement.
- (f) If the Maintenance Management Program is requested by the Company and provided by EFM, the EFM Card will authorize the Company to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a

subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

The services described in this Section are collectively referred to as the "Maintenance Management Program."

11. **ODOMETER:** Neither EFM nor EHI or any of its subsidiaries or affiliates assume responsibility for or shall be responsible or liable for the correctness of the odometer reading on any Covered Vehicle unless that inaccuracy is caused by the action of EFM or EHI or any of its subsidiaries or affiliates.
12. **INSURANCE:** During the term of this Agreement, the Company shall pay for and maintain in full force and effect the insurance outlined herein for coverages at not less than the prescribed minimum limits of liability, covering the Company, its authorized representatives, agents, employees, subsidiaries, affiliates, and all subcontractors, or anyone directly or indirectly employed by any of them, or any for whose acts any of them may be liable: Automobile Liability Insurance covering liability arising out of maintenance, use or operation by the Company, or its employee, authorized representative, or agent of any auto (owned, hired and non-owned) with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM and its subsidiaries and affiliates are to be named as Additional Insureds. All insurance shall be written through companies having an A.M. Best's rating of at least A VII or with such other companies as may reasonably be approved by EFM. All such liability insurance maintained by the Company shall include the condition that it is primary and that any such insurance maintained by EFM or any other additional insured is excess and non-contributory. Certificates of Insurance evidencing such coverages shall be furnished to EFM prior to commencement of this Agreement and at each subsequent policy renewal date. The Certificates shall provide for not less than thirty (30) days written notice to EFM prior to policy cancellation, non-renewal or material change.
13. **NO WARRANTY:** The Company acknowledges that EFM does not perform maintenance, service, or repairs on any Covered Vehicle or any rental vehicle and any maintenance, service, or repair is to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, MAINTENANCE, REPAIRS, OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, service, maintenance, or repair will not relieve the Company from its obligations under this Agreement, including, without limitation, the payment to EFM of all amounts for which the Company is responsible and liable for under this Agreement.
14. **NOTICES:** All notices of cancellation or termination or other communications under this Agreement shall be mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the other Party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.
15. **MISCELLANEOUS:**
 - (a) Other than as specifically set forth in this Agreement, this Agreement may be amended only by an agreement in writing signed by EFM and the Company.

- (b) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.
- (c) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, except that the Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM.
- (d) This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).
- (e) The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- (f) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. This instrument shall be a valid and binding agreement when each Party has executed a counterpart. This Agreement may be signed and transmitted electronically or by facsimile machine or telecopier; the signature of any person on an electronically or facsimile transmitted copy hereof shall be considered an original signature and shall have the same binding effect as an original signature on an original document. The Parties agree that the electronic signature of any Party is intended to authenticate this Agreement, shall be considered an original signature, and have the same force and effect as a manual signature.
- (g) Whenever the context of this Agreement requires, references to the singular shall include the plural, and the plural shall include the singular, where appropriate; and words denoting gender shall be construed to include the masculine and feminine, where appropriate.
- (h) The Parties agree that all agreements and understandings between the Parties related to this Agreement are expressed and embodied herein; and in entering into this Agreement the Parties have not relied upon any statement or representation other than those expressly set forth herein.
- (i) Except as specifically set forth in this Agreement, the Company does not have any express or implied right or authority to assume or create any obligations on behalf of or in the name of EFM or to bind EFM to any contract, agreement or undertaking with any third party.
- (j) No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- (k) All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available hereunder, at law, in equity, by statute, in any other agreement between the Parties or otherwise.

16. LIMITATION OF LIABILITY:

(a) NONE OF EFM, ITS AGENTS, OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES WILL BE LIABLE TO THE COMPANY FOR ANY LIABILITY, OBLIGATION, CLAIM, LOSS, PENALTY, FINE, COST, DAMAGE OR EXPENSE OF ANY KIND OR NATURE, CAUSED DIRECTLY OR INDIRECTLY, BY ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INADEQUACY OF ANY COVERED VEHICLE OR RENTAL VEHICLE FOR ANY PURPOSE OR ANY DEFECT (LATENT OR PATENT) IN ANY COVERED VEHICLE OR RENTAL VEHICLE, OR THE USE OR MAINTENANCE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY REPAIR, SERVICING OR ADJUSTMENT OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY PROVISION OF ANY OF THE SERVICES FOR OR TO ANY COVERED VEHICLE, OR ANY DELAY IN SCHEDULING, ARRANGING, REIMBURSING OR PAYING FOR SERVICING, MAINTENANCE OR REPAIR OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY LOSS OF BUSINESS OR ANY DAMAGE WHATSOEVER AND HOWEVER CAUSED, OR ANY ACTION TAKEN BY EFM UNDER A POWER OF ATTORNEY PURSUANT TO THIS AGREEMENT.

(b) IN NO EVENT SHALL EFM, ITS AGENTS OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY BREACH OR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF (I) WHETHER SUCH DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT EFM, ITS AGENTS OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH A CLAIM, ACTION, CAUSE OF ACTION, DEMAND, LAWSUIT, ARBITRATION, INQUIRY, PROCEEDING OR LITIGATION IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

17. INDEMNITY:

(a) The Company agrees to defend, indemnify and hold harmless EFM, its agents, and EFM's or its Agent's respective affiliates, subsidiaries, successors and

assigns (collectively, the “Indemnified Parties” with each being an “Indemnified Party”) from and against any and all losses, damages, liabilities, actions, suits, claims, demands, penalties, fines, costs (including, without limitation, litigation costs) and expenses (including, without limitation, reasonable fees of counsel and experts) the Indemnified Parties may incur arising out of or resulting from any claim of a third party relating to: (a) the Company’s breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, (b) any loss, bodily injury, death of any person, theft or destruction of or damage to real or tangible personal property related to or arising out of the acts or omissions of the Company and its agents, employees, representatives, or drivers, including without limitation, the use, operation or condition of any Covered Vehicle or rental vehicle, (c) negligence or more culpable act or omission of the Company or any of its agents, employees, representatives, or drivers (including any recklessness or willful misconduct) in connection with the Company’s performance under this Agreement, (d) the Company’s failure to comply with, and failure to cause its agents, employees, representatives, or drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering any Covered Vehicle or rental vehicle or their use or operation, (e) any repair, maintenance, alteration, upgrade, upfit, addition, replacement, or improvement to a Covered Vehicle, (f) any assertion of the infringement of patent, trade secret, trademark, copyright, or other intellectual property rights of third parties, (g) the inaccuracy of the odometer reading on any Covered Vehicle or any odometer statement for any Covered Vehicle, or (h) actions taken by any of the Indemnified Parties while acting as an agent of the Company or under a power of attorney given by the Company.

(b) In the event of a third party claim, suit, action or proceeding giving rise to the indemnification rights and obligations set forth in this Section, the

Indemnified Parties (or its designee) shall be entitled to control the defense of such claim, suit, action or proceeding and the Company shall indemnify the Indemnified Parties from and against any fees, costs and expenses (including, without limitation, reasonable fees of counsel and experts) incurred by any of the Indemnified Parties in defending such third party claim; provided that the Company shall have the right to participate in the defense of any third party claim with counsel selected by it at the Company’s expense. The indemnifying party shall not enter into a settlement of any such claim, suit, action, or proceeding without the applicable Indemnified Party’s prior consent, which consent shall not be unreasonably withheld.

(c) The provisions of this Section shall survive any expiration or termination of this Agreement.

18. SIGNATORY WARRANTY: Each Party represents and warrants that it has read and fully understands all of the terms of this Agreement, that it has consulted with its legal counsel and understands the legal ramifications of this Agreement, that it intends the respective Party on whose behalf he or she are is affixing his or her signature to be legally bound, and he or she is fully and duly authorized to enter into and execute this Agreement on behalf of the respective Party on whose behalf he or she is affixing his or her signature.

19. SCHEDULES, ADDENDA, AND EXHIBITS: All Schedules and exhibits referenced in and/or attached to this Agreement, including, without limitation, the Packet if applicable, are hereby expressly made a part of this Agreement and deemed completely integrated herein.

20. POWER OF ATTORNEY: The Company does hereby constitute and appoint EFM as its agent and true and lawful attorney-in-fact (a) to execute, acknowledge, and deliver on behalf of the Company all instruments, documents, agreements, or assurances as may be required for EFM to provide to the Company the License Administration Program, (b) to take any and all actions EFM deems necessary to

effectuate the License Administration Program, and (c) do and perform any and every act required, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the Company might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The Company ratifies and confirms all actions that the attorneys-in-fact or any of them, lawfully do or cause to be done by virtue of this power of attorney. This power of attorney, unless earlier revoked by the Company, shall remain in effect until this Agreement is terminated in its entirety.IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

21. REPRESENTATIONS AND WARRANTIES:

- (a) The Company is duly organized, validly existing and in good standing in the jurisdiction of its incorporation, organization or formation, as applicable.
- (b) The Company is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement.
- (c) This Agreement, when executed by the Company (assuming due authorization, execution and delivery by EFM) will be a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms and conditions, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors’ rights generally.
- (d) The execution and delivery of this Agreement by the Company and the performance by the Company of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which the Company is a party or by which it is bound.
- (e) The Company shall comply with all applicable laws and regulations in connection with the exercise of its rights and performance of its obligations hereunder.

22. SURVIVAL: Subject to the limitations and other provisions of this Agreement, Section 2 (Term and Termination), Section 3 (Additional Documentation), Section 5 (Payment Terms), Section 6 (Billing), Section 7 (Various Costs, Expenses, Fees, and Charges), Section 11 (Odometer), Section 13 (No Warranty), Section 15 (Miscellaneous), Section 16 (Limitation of Liability), Section 17 (Indemnity), Section 20 (Power of Attorney), Section 21 (Representations and Warranties), and Section 22 (Survival) shall survive the expiration or termination of this Agreement, as well as any other Section or provision that, in order to give proper effect to its intent should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

Initials: EFM_____ Customer_____

IN WITNESS WHEREOF, EFM and the Company have executed this Agreement as of the day and year first above written.

COMPANY:

EFM: Enterprise Fleet Management, Inc.

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Address: _____ Address: _____

Initials: EFM _____ Customer _____

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and _____ (hereinafter referred to as "CUSTOMER") on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of _____.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. **Power of Attorney:** CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. **Assignments:** Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$_____ ("Service Fee") plus towing at prevailing rates.
5. **Sales Process:** Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. **Time for Payment:**
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
7. **Indemnification and Hold Harmless:** Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000.000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

Title:

Date Signed: _____,

Date Signed: _____,

“ENTERPRISE”

Signature: _____

Printed Name: _____

“CUSTOMER”

Signature: _____

Printed Name: _____

Title: _____



MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE:		EFM:	Enterprise Fleet Management, Inc.
Signature:		Signature:	
By:		By:	
Title:		Title:	
Address:		Address:	
Attention:		Attention:	
Fax #:		Fax #:	
Date Signed:		Date Signed:	
Initials: EFM		Customer	

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

Initials: EFM _____ Customer _____

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability

Initials: EFM _____ Customer _____

enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. Lessor has an absolute right to recoup any obligations Lessor would owe to Lessee under this Agreement against any obligations of Lessee to Lessor under this Agreement including, without limitation, under Sections 3, 5, 8, 10 and 12 of this Agreement. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the

Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written

LESSEE:		LESSOR:	Enterprise FM Trust
		By:	Enterprise Fleet Management, Inc. its attorney in fact
Signature:		Signature:	
By:		By:	
Title:		Title:	
Address:		Address:	
Date Signed:		Date Signed:	
Initials: EFM		Customer	