



CITY COUNCIL REGULAR MEETING

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

Monday, July 01, 2024 at 6:00 PM

AGENDA

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **CONSENT AGENDA**
 - A. City Council Minutes - June 17, 2024
 - B. Authorization to Purchase SCBA Compressor
 - C. Police Department Policy Manual
 - D. Dellwood River Park Riverbank Stabilization Project Final Pay Estimate
 - E. 2025 COLA
 - F. Change Orders – City Hall / Fire Station Project
 - G. Payment of Claims
5. **MEETING OPEN TO THE PUBLIC**
6. **SPECIAL BUSINESS**
7. **PUBLIC HEARING**
 - A. Public Hearing Cancelled
2nd Addition of the Rivers Edge Development - drainage and utility easement
8. **OLD BUSINESS**
9. **NEW BUSINESS**
 - A. City Hall Facility Hours Updated
 - B. City of St. Francis Outlot Rain Garden Project
10. **MEETING OPEN TO THE PUBLIC**
11. **REPORTS**
 - A. Fire Department Monthly Report - May 2024
12. **COUNCIL MEMBER REPORTS**
13. **UPCOMING EVENTS**
 - July 4 & 5 - City Offices Closed in observance of Independence Day
 - July 15 - City Council Meeting @ 6:00 pm
 - July 17 - Planning Commission Meeting @ 7:00 pm
 - July 20 - Recycling Event @ 8:00 am - 12:00 pm
 - July 29 - City Council Special Meeting - Council Vacancy
14. **ADJOURNMENT**

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA

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

June 17, 2024

6:00 p.m.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

2. ROLL CALL

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

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

3. APPROVAL OF AGENDA

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

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

4. CONSENT AGENDA

- A. City Council Minutes - June 3, 2024
- B. Work Session Minutes - May 13, 2024
- C. Stahl Construction – Pay Applications No. 9 – Labor & Material
- D. Quicksilver Street Surface Improvement Project
Resolution 2023-24 Accepting quotes and awarding contract for the Quicksilver Street Surface Improvement
- E. Authorization to Purchase Gear Extractors
- F. DNR ReLeaf Grant RFP Acceptance and Award
- G. Appoint Jessica Rieland as Community Development Director
- H. Payment of Claims

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

Ayes: Bauer, Kreklow, Udvig, Robinson, and Mayor Muehlbauer.
Nays: None

Motion carries: 5-0

5. **MEETING OPEN TO THE PUBLIC**

Donley Skroch, 23211 Pederson Drive NW, came forward and shared that he has lived in his home since 2019 and their well has started drying up resulting in them having to hook up to City water. He explained that their waterline runs underneath their walking path across the street to them and in order to get water to their house it will be \$21,000 to run the water, \$500 for the meter, \$2,000 to gap the well, and whatever the cost will be for the plumber to hook up the water. He asked if there is anything that the City can do to help them with this expense.

Mayor Muehlbauer shared that he has spoken with Public Works Director Carpenter about some of the issues that are occurring in this area. He noted that they have to consider that there could be multiple people who are affected by this. He asked Staff if this is something that the Council could discuss at the upcoming Work Session. Thunstrom said they can add this to the upcoming Work Session; however, Carpenter is not available that night so she would recommend discussing it at another meeting.

Mayor Muehlbauer asked if this is an urgent item that they need to discuss. Mr. Skroch said their well is running very low.

Mayor Muehlbauer shared that he would be happy to talk with Staff about possible solutions for this issue. He reiterated that there are likely other homes in this area that are also affected by this.

Thunstrom said if this can wait a few weeks they can schedule a short Work Session before the July 1 Council Meeting.

The Council was in agreement to meet at 5:00 p.m. on July 1 for a Work Session prior to the Council Meeting.

6. **SPECIAL BUSINESS - NONE**

7. **PUBLIC HEARINGS**

A. Vista Prairie at Eagle Point Conduit Bond

Resolution 2024-25 Giving host approval to the issuance of City of Welcome, Minnesota Senior Housing Revenue note (Vista Prairie Project), series 2024, and approving a joint powers agreement

Thunstrom reviewed the Staff report in regard to the conduit bond for Vista Prairie at Eagle Point.

Robinson asked if approving this is not making the City liable, it is just giving Vista Prairie accreditation. Thunstrom says yes and explained that because St. Francis is the host City for this project, they have to hold the Public Hearing. She reiterated that the cities have no risk involved.

Bauer asked if this is beneficial to other cities. Thunstrom explained that this will not draw on any money. She stated that it is all paper. She said the project is taking out money with the City's interest rate, but it does not take out any money from the City itself. She stated that the same goes for all other cities involved.

Mayor Muehlbauer opened the Public Hearing at 6:14 p.m.

No one came forward to address the Council.

Mayor Muehlbauer closed the Public Hearing at 6:15 p.m.

MOTION BY: BAUER SECOND: KREKLOW APPROVING RESOLUTION 2024-25, A RESOLUTION GIVING HOST APPROVAL TO THE ISSUANCE OF CITY OF WELCOME, MINNESOTA SENIOR HOUSING REVENUE NOTE.

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

Nays: None

Motion carries: 5-0

8. **OLD BUSINESS**

A. I-1 Clinic Zoning Ordinance Amendment – 2nd Reading

*Ordinance 331 amending the zoning code to allow clinics and offices, including medical, dental, and therapeutic, in the I-1 district

*Resolution 2024-24 Authorizing the Summary Publication of Ordinance 331 allowing clinics and offices, including medical, dental, or therapeutic, in the I-1 District in the zoning code

Thunstrom reviewed the Staff report concerning the Zoning Ordinance Amendment for the I-1 District.

MOTION BY: ROBINSON SECOND: UDVIG TO APPROVE ORDINANCE 331 AMENDING ZONING CODE TO ALLOW CLINICS AND OFFICES, INCLUDING MEDICAL, DENTAL, AND THERAPEUTIC, AS A PERMITTED USE WITHIN THE I-1 DISTRICT.

A roll call vote was performed:

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

Motion carried: 5-0

MOTION BY: KREKLOW SECOND: BAUER TO ADOPT RESOLUTION 2024-24 AUTHORIZING THE SUMMARY OF PUBLICATION OF ORDINANCE 331

ALLOWING CLINICS AND OFFICES, INCLUDING MEDICAL, DENTAL, OR THERAPEUTIC, IN THE I-1 DISTRICT IN THE ZONING CODE.

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

Nays: None

Motion carries: 5-0

9. NEW BUSINESS

A. Council Vacancy

Resolution 2024-26 Declaring vacancy on the St. Francis City Council due to resignation of Councilmember Robert Bauer

Assistant City Attorney Schaps reviewed the Staff report in regard to the Council vacancy due to Councilmember Bauer's resignation.

MOTION BY: ROBINSON SECOND: UDVIG TO ADOPT RESOLUTION 2024-26 DECLARING VACANCY ON THE ST. FRANCIS CITY COUNCIL DUE TO RESIGNATION OF COUNCILMEMBER ROBERT BAUER.

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

Nays: None

Motion carries: 5-0

B. Set Special Meeting for Council Vacancy

City Clerk Wida reviewed the Staff report.

The Council was in agreement to set the Special City Council Meeting to complete interviews and make an appointment for the vacant Council seat for Monday, July 29 at 5:30 p.m.

10. MEETING OPEN TO THE PUBLIC - NONE

11. REPORTS - NONE

12. COUNCIL MEMBER REPORTS

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

Bauer thanked Staff for always listening and working with him over the course of his time on the Council. He thanked residents for allowing him to serve them for two terms.

Mayor Muehlbauer shared that more candidates than ever have applied to be on the Council. He encouraged candidates to attend meetings and Work Sessions to get up to date on City business.

The Council thanked Bauer for all the work he has done while serving on the Council.

13. UPCOMING EVENTS

- June 18 - Planning Commission Meeting *Cancelled*
- July 01- City Council Meeting - 6:00 pm
- July 04 - City offices closed in Observance of Independence Day
- July 17 - Planning Commission Meeting - 7:00 pm
- July 20 - Recycling Event - 8:00 am to 12:00 pm

14. ADJOURNMENT

MOTION BY: BAUER SECOND: KREKLOW TO ADJOURN THE MEETING.

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

There being no further business, Mayor Muehlbauer adjourned the regular City Council at 6:26 p.m.

Jennifer Wida, City Clerk

DRAFT



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom- City Administrator
FROM: Dave Schmidt- Fire Chief
SUBJECT: Authorization to Purchase SCBA Compressor
DATE: July 1, 2024

OVERVIEW:

The fire department is requesting authorization to purchase a new SCBA Compressor and Fill Station for the new fire station/city hall project. The SCBA Compressor is what is used to fill our SCBA's for breathing air in an IDLH environment. The fire departments current compressor is several years old. The cost of the SCBA Compressor will include the compressor, SCBA fill station (where the breathing air from the compressor transfers in to our SCBA) new cascade bottles, and installation in the new facility.

The fire department received two (2) quotes for the purchase of the SCBA Compressor, Fire Safety USA came in at \$45,548.20 with shipping and installation in the cost and Alex Air came in at \$56,297.00 for a comparable unit (Quotes attached)

The fire department would utilize the Gambling Fund for this purchase which currently has a balance of \$208,000

ACTION TO BE CONSIDERED:

Authorize the fire department to purchase SCBA Compressor in the amount of \$45,548.20 from Fire Safety USA, using funds from the Gambling Fund.

BUDGET IMPLICATION:

Gambling Fund

Attachments:

- Quotes



312 Oak St S
 New London, MN 56273
 Phone: 800-264-2320
 Fax: 320-763-9077
 Email: orders@alexairapparatus.com
 Web Site: www.alexairapparatus.com

QUOTE

Date	Customer PO
5/20/2024	

BILL TO
St Francis Fire Department Saint Francis, MN

SHIP TO
Alex Air Apparatus Prep for Install

S.O. #	Promise Date	Terms	Sales Rep
		N30	Corey Thorson

QTY	STOCK ORDER	PART NUMBER	DESCRIPTION	PRICE (Each)	PRICE (Extended)
1	ORDER	VEC-13-E3	Bauer Vertecon 6000psi Open Design Compressor 4-Stage, 10hp, P2 Securus Filter System HMI Interactive Touchscreen Panel Three Phase 230V **OR**	\$33,282.00	\$33,282.00
		LEGACY2/13-E3	Bauer Legacy 6000psi Open Design Compressor 4-Stage, 10hp, P2 Securus Filter System Basic Panel with Emergency Shutoff and Control Three Phase 230V	\$27,989.00	
1	ORDER	CFS5.5-2PACKAGE	Bauer Two Position Fill Station for 6000psi Service Base, Dual Function Controls, Top Mount 4-Bank Cascade Remote Fill Hose Connection and Regulator, Isolation Valve	\$17,365.00	\$17,365.00
1	ORDER	CSCD-6-4	Alex Air Cascade System, 6000psi, 4 Cylinders Includes Valves, Mounting Hardware, Hoses	\$9,650.00	\$9,650.00
1	ORDER	SERVICE	Installation of New System includes Labor, Materials **FD To Provide Electrical Hook-up**	\$1,500.00	\$1,500.00
1	ORDER	SERVICE	Trade-In Allowance of Existing Compressor, Fill Station And Cascade Cylinders	-\$7,500.00	-\$7,500.00

*CUSTOMERS THAT HAVE NOT PROVIDED TAX EXEMPT FORMS WILL BE CHARGED APPLICABLE SALES TAX

*FREIGHT PREPAID & ADDED

*F.O.B SHIPPING POINT

*THIS IS NOT AN INVOICE

SHIPPING: \$2,000.00
 SUB: \$54,297.00
 TAX:
TOTAL: \$56,297.00

 Authorized Signature of Approval



FIRE SAFETY USA, INC.
 3253 19TH ST NW
 ROCHESTER, MN 55901
 PHONE: 507-529-8444
 FAX: 507-529-8111

QUOTATION

SHIP TO ADDRESS:
 ST FRANCIS FIRE DEPARTMENT

DATE:
 5/8/2024
 Rep: Chris Seljan
 (507)884-0004
CHRIS.SELJAN@FIRESAFETYUSA.COM

QTY	ITEM	DESCRIPTION	PRICE EACH	PRICE EXTENDED
1	AC94590-VE1-6M	AMERICAN AIRWORKS AIR COMPRESSOR, ENCLOSED CABINET, 6,000PSI, 7.5 HP 230 VOLT MAGNETIC STARTER, 68F FILTRATION,AUTO STOP SWITCH, AUTO MOISTURE DRAIN, HIGH TEMP SHUT DOWN, LOW OIL SHUTDOWN, INTERSTAGE GAUGES, VISUAL OIL LEVEL GLASS AND DIGITAL CONTROLLER	\$19,200.00	\$19,200.00
1	AC70520T-4A	AMERICAN AIRWORKS BOOMBOX, STATIONARY 2 POSITION FILL STATION WITH CASCADE INLET GAUGES, CONTROL VALVES, ADJUSTABLE PRESSURE REGULATOR, CYLINDER FILL PRESSURE GAUGES, FILL CONTROL VALVES AND DUAL FILLING HOSES	\$11,572.00	\$11,572.00
1	AC95565	AIRCAL 1000 CO MONITOR	\$4,719.00	\$4,719.00
4	AC40060	6000 PSI CYLINDER WITH LABELS AND VALVES	\$1,350.00	\$5,400.00
6	AC80049-10	6000 PSI HOSE FOR ALL CONNECTIONS	\$83.70	\$502.20
1	DOT RACK	DOT APPROVED RACK FOR MOUNTING CYLINDERS	\$180.00	\$180.00
1	FITTINGS	HIGH PRESSURE NUT, NIPPLE AND FITTINGS	\$175.00	\$175.00
1	INSTALLATION SUPPLIES		\$350.00	\$350.00
1	INSTALLATION	INSTALLATION	\$2,250.00	\$2,250.00
1	SHIPPING	SHIPPING ESTIMATE	\$1,200.00	\$1,200.00
0			\$0.00	\$0.00
0			\$0.00	\$0.00
0			\$0.00	\$0.00
0			\$0.00	\$0.00
0			\$0.00	\$0.00
TOTAL				\$45,548.20



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Todd Schwieger, Police Chief
SUBJECT: Police Department Policy Manual
DATE: July 1, 2024

OVERVIEW:

The St. Francis Police Department has adopted Lexipol policy 1033 – Workplace Accident and Injury Reduction, 703 – Vehicle Use, 1025 – Uniform Regulations, 1011 – Seat Belts, 804 – Records Maintenance and Release, and 805 – Protected Information.

ACTION TO BE CONSIDERED:

St. Francis City Council to review and approve St. Francis Police Department policies 1033, 703, 1025, 1011, 804, and 805. All policies have received legal review.

BUDGET IMPLICATION:

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

Attachments: Policies

- 1033 Workplace Accident and Injury Reduction
- 703 Vehicle Use
- 1025 Uniform Regulations
- 1011 Seat Belts
- 804 Records Maintenance and Release
- 805 Protected Information.

Workplace Accident and Injury Reduction

1033.1 PURPOSE AND SCOPE

The purpose of this policy is to establish an ongoing and effective plan to reduce the incidence of illness and injury for members of the St. Francis Police Department, in accordance with the requirements of Minn. Stat. § 182.653.

This policy specifically applies to illness and injury that results in lost time or that requires medical treatment beyond first aid. Although this policy provides the essential guidelines for a plan that reduces illness and injury, it may be supplemented by procedures outside the Policy Manual.

This policy does not supersede, but supplements any related Citywide safety efforts.

1033.2 POLICY

The St. Francis Police Department is committed to providing a safe environment for its members and visitors and to minimizing the incidence of work-related illness and injuries. St. Francis Police Department promotes safe work practices to minimize the risk of occupational exposure to Hepatitis B virus, Human Immunodeficiency Virus (HIV) and other bloodborne pathogens that officers may encounter. The Department will establish and maintain a Workplace Accident and Injury Reduction (AWAIR) program and will provide tools, training and safeguards designed to reduce the potential for accidents, illness and injuries. It is the intent of the Department to comply with all laws and regulations related to occupational safety.

1033.2.1 GENERAL

Officers will follow the **EXPOSURE CONTROL PLAN** that has been adopted by City of St. Francis.

Exposure Control Plan

1. City wide policy
2. All officers receive copy
3. Detailed procedure & policy

1033.3 A WORKPLACE ACCIDENT AND INJURY REDUCTION PROGRAM

The Administration Department Supervisor is responsible for developing an AWAIR program that shall include:

- (a) Workplace safety and health training programs.
- (b) Regularly scheduled safety meetings.
- (c) Posted or distributed safety information.
- (d) A system for members to anonymously inform management about workplace hazards.
- (e) Establishment of a safety and health committee that will (Minn. Stat. § 182.676; Minn. R. 5208.0010 et seq.):
 1. Meet regularly.

Workplace Accident and Injury Reduction

2. Prepare a written record of safety and health committee meetings.
 3. Review the results of periodic scheduled inspections.
 4. Review investigations of accidents and exposures.
 5. Make suggestions to command staff for the prevention of future incidents.
 6. Review investigations of alleged hazardous conditions.
 7. Submit recommendations to assist in the evaluation of member safety suggestions.
 8. Assess the effectiveness of efforts made by the Department to meet applicable standards.
- (f) Establishing a process to ensure illnesses and injuries are reported as required under Minnesota Occupational Safety and Health Administration (MNOSHA) (29 CFR 1904.39; Minn. Stat. § 182.674; Minn. R. 5205.0010).
- (g) Descriptions of the following (Minn. Stat. § 182.653):
1. How managers, supervisors and members are responsible for implementing the program and how continued participation of management will be established, measured and maintained
 2. The methods used to identify, analyze and control new or existing hazards, conditions and operations
 3. How the plan will be communicated to all affected members so that they are informed of work-related hazards and controls
 4. How workplace accidents will be investigated and corrective action implemented
 5. How safe work practices and rules will be enforced

The Administration Department Supervisor must conduct and document a review of the AWAIR program at least annually and document how the program procedures are applied (Minn. Stat. § 182.653).

1033.3.1 SAFETY AND HEALTH COMMITTEE

The Administration Department Supervisor will facilitate the safety and health committee and ensure applicable rules are addressed (Minn. R. 5208.0010 et seq.). The committee's purpose is to assist in the implementation of the AWAIR program and to bring workplace safety concerns or complaints to the attention of the department administration. Members of the committee must be selected by department members (Minn. Stat. § 182.676).

Duties of the committee should, at a minimum, include (Minn. R. 5208.0050):

- (a) Reviewing and making recommendations related to AWAIR.
- (b) Coordinating safety inspections.
- (c) Training members about AWAIR and safe working procedures.
- (d) Identifying the hazards associated with a particular task or job.

Workplace Accident and Injury Reduction

- (e) Providing input regarding new workplace safety rules.
- (f) Preparing AWAIR presentations for staff meetings.
- (g) Assisting in workplace accident investigations.
- (h) Reviewing and making recommendations for incidents involving work-related deaths, injuries and illnesses.

1033.4 ADMINISTRATION DEPARTMENT SUPERVISOR RESPONSIBILITIES

The responsibilities of the Administration Department Supervisor include but are not limited to:

- (a) Managing and implementing a plan to reduce the incidence of member illness and injury.
- (b) Ensuring that a system of communication is in place that facilitates a continuous flow of safety and health information between supervisors and members. This system shall include:
 - 1. New member orientation that includes a discussion of safety and health policies and procedures.
 - 2. Regular member review of the AWAIR program.
- (c) Ensuring that all safety and health policies and procedures are clearly communicated and understood by all members.
- (d) Taking reasonable steps to ensure that all members comply with safety rules in order to maintain a safe work environment. This includes but is not limited to:
 - 1. Informing members of the AWAIR guidelines.
 - 2. Recognizing members who perform safe work practices.
 - 3. Ensuring that the member evaluation process includes member safety performance.
 - 4. Ensuring department compliance to meet standards regarding the following:
 - (a) Bloodborne pathogen precautions (29 CFR 1910.1030; Minn. Stat. § 182.6555; Minn. R. 5206.0600)
 - (b) Personal Protective Equipment (PPE) (see the Personal Protective Equipment Policy) (29 CFR 1910.134; Minn. R. 5205.0010)
 - (c) Appropriate barriers in law enforcement vehicles (Minn. R. 5205.0755)
 - (d) Emergency Action Plan (29 CFR 1910.38(a); Minn. R. 5205.0010)
 - (e) Walk-Working Surfaces (Minn. R. 5205.0010; 29 CFR 1910.21 et seq.)
 - (f) Personal Fall Protection Systems (Minn. R. 5205.0010; 29 CFR 1910.140)
- (e) Making available a form to document inspections, unsafe conditions, or work practices, and actions taken to correct unsafe conditions and work practices.
- (f) Making available a form to document individual incidents or accidents.

Workplace Accident and Injury Reduction

- (g) Making available a form to document the safety and health training of each member. This form will include the member's name or other identifier, training dates, type of training, and training providers.
- (h) Conducting and documenting a regular review of the illness and injury prevention plan.

1033.5 SUPERVISOR RESPONSIBILITIES

Supervisor responsibilities include, but are not limited to:

- (a) Ensuring member compliance with AWAIR guidelines and answering questions from members about this policy.
- (b) Training, counseling, instructing or making informal verbal admonishments any time safety performance is deficient. Supervisors may also initiate discipline when it is reasonable and appropriate under the Standards of Conduct Policy.
- (c) Establishing and maintaining communication with members on health and safety issues. This is essential for an injury-free, productive workplace.
- (d) Completing required forms and reports relating to illness and injury prevention; such forms and reports shall be submitted to the Administration Department Supervisor.
- (e) Notifying the Administration Department Supervisor when:
 1. New substances, processes, procedures or equipment that present potential new hazards are introduced into the work environment.
 2. New, previously unidentified hazards are recognized.
 3. Occupational illnesses and injuries occur.
 4. New and/or permanent or intermittent members are hired or reassigned to processes, operations or tasks for which a hazard evaluation has not been previously conducted.
 5. Workplace conditions warrant an inspection.

1033.6 HAZARDS

All members should report and/or take reasonable steps to correct unsafe or unhealthy work conditions, practices or procedures in a timely manner. Members should make their reports to a supervisor (as a general rule, their own supervisors).

Supervisors should make reasonable efforts to correct unsafe or unhealthy work conditions in a timely manner, based on the severity of the hazard. These hazards should be corrected when observed or discovered, when it is reasonable to do so. When a hazard exists that cannot be immediately abated without endangering members or property, supervisors should protect or remove all exposed members from the area or item, except those necessary to correct the existing condition.

Members who are necessary to correct the hazardous condition shall be provided with the necessary protection.

Workplace Accident and Injury Reduction

All significant actions taken and dates they are completed shall be documented on the appropriate form. This form should be forwarded to the Administration Department Supervisor via the chain of command.

The Administration Department Supervisor will take appropriate action to ensure the AWAIR program addresses potential hazards upon such notification.

1033.7 INSPECTIONS

Safety inspections are crucial to a safe work environment. These inspections identify and evaluate workplace hazards and permit mitigation of those hazards. A hazard assessment checklist should be used for documentation and to ensure a thorough assessment of the work environment.

The Administration Department Supervisor shall ensure that the appropriate documentation is completed for each inspection.

1033.7.1 EQUIPMENT

Members are charged with daily vehicle inspections of their assigned vehicles and of their PPE prior to working in the field. Members shall complete the appropriate form if an unsafe condition cannot be immediately corrected. Members should forward this form to their supervisors.

1033.7.2 FREQUENCY OF INSPECTIONS

Safety inspections shall be conducted by the safety and health committee at a frequency decided by the committee, but at least quarterly (Minn. R. 5208.0040).

1033.8 INVESTIGATIONS

Any member sustaining any work-related illness or injury, as well as any member who is involved in any accident or hazardous substance exposure while on-duty shall report such event as soon as practicable to a supervisor. Members observing or learning of a potentially hazardous condition are to promptly report the condition to their immediate supervisors.

A supervisor receiving such a report should personally investigate the incident or ensure that an investigation is conducted. Investigative procedures for workplace accidents and hazardous substance exposures should include:

- (a) A visit to the accident scene as soon as possible.
- (b) An interview of the injured member and witnesses.
- (c) An examination of the workplace for factors associated with the accident/exposure.
- (d) Determination of the cause of the accident/exposure.
- (e) Corrective action to prevent the accident/exposure from reoccurring.
- (f) Documentation of the findings and corrective actions taken.
- (g) Involved parties should receive medical attention

Workplace Accident and Injury Reduction

Additionally, the supervisor should proceed with the steps to report an on-duty injury, as required under the Occupational Disease, Personal Injury and Death Reporting Policy, in conjunction with this investigation to avoid duplication and ensure timely reporting.

1033.9 TRAINING

The Administration Department Supervisor should work with the Instructor to provide all members, including supervisors, with training on general and job-specific workplace safety and health practices. Training shall be provided:

- (a) To supervisors to familiarize them with the safety and health hazards to which members under their immediate direction and control may be exposed.
- (b) To all members with respect to hazards specific to each member's job assignment.
- (c) To all members given new job assignments for which training has not previously been provided.
- (d) Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard.
- (e) Whenever the Department is made aware of a new or previously unrecognized hazard.
- (f) Annually for training related to infectious agents and hazardous substances as required by MNOSHA (Minn. Stat. § 182.653).

1033.9.1 TRAINING TOPICS

The Instructor shall ensure that training includes:

- (a) Reporting unsafe conditions, work practices and injuries, and informing a supervisor when additional instruction is needed.
- (b) Use of appropriate clothing, including gloves and footwear.
- (c) Use of respiratory equipment.
- (d) Availability of toilet, hand-washing and drinking-water facilities.
- (e) Provisions for medical services and first aid.
- (f) Handling of bloodborne pathogens and other biological hazards.
- (g) Prevention of heat and cold stress.
- (h) Identification and handling of hazardous materials, including chemical hazards to which members could be exposed, and review of resources for identifying and mitigating hazards (e.g., hazard labels, Safety Data Sheets (SDS)).
- (i) Mitigation of physical hazards, such as heat and cold stress, noise, and ionizing and non-ionizing radiation.
- (j) Identification and mitigation of ergonomic hazards, including working on ladders or in a stooped posture for prolonged periods.
- (k) Back exercises/stretchers and proper lifting techniques.
- (l) Avoidance of slips and falls.

Workplace Accident and Injury Reduction

- (m) Good housekeeping and fire prevention.
- (n) Other job-specific safety concerns.

1033.10 RECORDS

Records and training documentation relating to the AWAIR program will be maintained in accordance with the established records retention schedule.

All safety and health committee recommendations and reports shall be kept for two years. The reports shall be made available to the Minnesota Department of Labor and Industry upon request (Minn. R. 5208.0050).

Vehicle Use

703.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a system of accountability to ensure department vehicles are used appropriately. This policy provides guidelines for on- and off-duty use of department vehicles and shall not be construed to create or imply any contractual obligation by the City of St. Francis to provide assigned take-home vehicles.

703.2 POLICY

The St. Francis Police Department provides vehicles for department-related business and may assign patrol and unmarked vehicles based on a determination of operational efficiency, economic impact to the Department, requirements for tactical deployments and other considerations.

703.3 USE OF VEHICLES

703.3.1 SHIFT ASSIGNED VEHICLES

Officers shall add their assigned squad on their daily log. If the officer exchanges vehicles during their shift, the new vehicle shall be documented on the daily log.

703.3.2 OTHER USE OF VEHICLES

Members utilizing a vehicle for any purpose other than their normally assigned duties or normal vehicle assignment (e.g., transportation to training, community event) shall first notify the supervisor.

This subsection does not apply to those who are assigned to transport vehicles for maintenance or car wash purposes.

703.3.3 INSPECTIONS

Members shall be responsible for inspecting the interior and exterior of any assigned vehicle before taking the vehicle into service and at the conclusion of their shifts. Any previously unreported damage, mechanical problems, unauthorized contents or other problems with the vehicle shall be promptly reported to a supervisor and documented as appropriate.

The interior of any vehicle that has been used to transport any person other than a member of this department should be inspected prior to placing another person in the vehicle and again after the person is removed. This is to ensure that unauthorized or personal items have not been left in the vehicle.

When transporting any suspect, prisoner or arrestee, the transporting member shall search all areas of the vehicle that are accessible by the person before and after that person is transported.

All department vehicles are subject to inspection and/or search at any time by a supervisor without notice and without cause. No member assigned to or operating such vehicle shall be entitled to any expectation of privacy with respect to the vehicle or its contents.

Vehicle Use

703.3.4 SECURITY AND UNATTENDED VEHICLES

Unattended vehicles should be locked and secured at all times. No key should be left in the vehicle except when it is necessary that the vehicle be left running (e.g., continued activation of emergency lights, canine safety, equipment charging). Officers who exit a vehicle rapidly in an emergency situation or to engage in a foot pursuit must carefully balance the need to exit the vehicle quickly with the need to secure the vehicle.

Members shall ensure all weapons are secured while the vehicle is unattended.

Squads may be kept running while on an incident scene or while in the performance of duties or when weather conditions pose safety concerns (icing of windows, overheating of equipment, etc).

Squads may be left running for a period of time to charge batteries after an extended shut down period.

Squads shall not be left running simply to clean off the windows after a snowfall.

Squads shall not be left running while parked unoccupied at the St. Francis Police Department.

Squads left idling shall be locked.

703.3.5 MOBILE DATA TERMINAL

Members assigned to vehicles equipped with a Mobile Data Terminal (MDT) shall log onto the MDT with the required information when going on-duty. If the vehicle is not equipped with a working MDT, the member shall notify Central Communications. Use of the MDT is governed by the Mobile Data Terminal Use Policy.

703.3.6 VEHICLE LOCATION SYSTEM

Patrol and other vehicles, at the discretion of the Chief of Police, may be equipped with a system designed to track the vehicle's location. While the system may provide vehicle location and other information, members are not relieved of their responsibility to use required communication practices to report their location and status.

Members shall not make any unauthorized modifications to the system. At the start of each shift, members shall verify that the system is on and report any malfunctions to their supervisor. If the member finds that the system is not functioning properly at any time during the shift, he/she should exchange the vehicle for one with a working system, if available.

System data may be accessed by supervisors at any time. However, access to historical data by personnel other than supervisors will require Department Supervisor approval.

All data captured by the system shall be retained in accordance with the established records retention schedule.

703.3.7 AUTHORIZED PASSENGERS

Members operating department vehicles shall not permit persons other than City personnel or persons required to be conveyed in the performance of duty, or as otherwise authorized, to ride as passengers in the vehicle, except as stated in the Ride-Along Policy.

Vehicle Use

703.3.8 ALCOHOL

Members who have consumed alcohol are prohibited from operating any department vehicle unless it is required by the duty assignment (e.g., task force, undercover work). Regardless of assignment, members may not violate state law regarding vehicle operation while intoxicated.

703.3.9 PARKING

Except when responding to an emergency or when urgent department-related business requires otherwise, members driving department vehicles should obey all parking regulations at all times.

Department vehicles should be parked in assigned stalls. Members shall not park privately owned vehicles in stalls assigned to department vehicles or in other areas of the parking lot that are not so designated unless authorized by a supervisor. Privately owned motorcycles shall be parked in designated areas.

703.3.10 ACCESSORIES AND/OR MODIFICATIONS

There shall be no modifications, additions or removal of any equipment or accessories without written permission from the Chief of Police.

703.4 INDIVIDUAL MEMBER ASSIGNMENT TO VEHICLES

Department vehicles may be assigned to individual members at the discretion of the Chief of Police. Vehicles may be assigned for on-duty and/or take-home use. Assigned vehicles may be changed at any time. Permission to take home a vehicle may be withdrawn at any time.

The assignment of vehicles may be suspended when the member is unable to perform his/her regular assignment.

703.4.1 ON-DUTY USE

Vehicle assignments shall be based on the nature of the member's duties, job description and essential functions, and employment or appointment status. Vehicles may be reassigned or utilized by other department members at the discretion of the Chief of Police or the authorized designee.

703.4.2 UNSCHEDULED TAKE-HOME USE

Circumstances may arise where department vehicles must be used by members to commute to and from a work assignment. Members may take home department vehicles only with prior approval of a supervisor and shall meet the following criteria:

- (a) The member lives within a reasonable distance (generally not to exceed a 60-minute drive time) of the St. Francis City limits.
- (b) Off-street parking will be available at the member's residence.
- (c) Vehicles will be locked when not attended.
- (d) All firearms, weapons and control devices will be removed from the interior of the vehicle and properly secured in the residence when the vehicle is not attended, unless the vehicle is parked in a locked garage.

Vehicle Use

703.4.3 ASSIGNED VEHICLES

Assignment of take-home vehicles shall be based on the location of the member's residence; the nature of the member's duties, job description and essential functions; and the member's employment or appointment status.

Department members shall sign a take-home vehicle agreement that outlines certain standards, including, but not limited to, how the vehicle shall be used, where it shall be parked when the member is not on-duty, vehicle maintenance responsibilities and member enforcement actions.

Criteria for use of take-home vehicles include the following:

- (a) Vehicles shall only be used for work-related purposes and shall not be used for personal errands or transports, unless special circumstances exist and the Chief of Police gives authorization.
- (b) Vehicles may be used to transport the member to and from the member's residence for work-related purposes.
- (c) Vehicles will not be used when off-duty except:
 - 1. In circumstances when a member has been placed on call by the Chief of Police or Department Supervisors and there is a high probability that the member will be called back to duty.
 - 2. When the member is performing a work-related function during what normally would be an off-duty period, including vehicle maintenance or traveling to or from a work-related activity or function.
 - 3. When the member has received permission from the Chief of Police or Department Supervisors.
 - 4. When the vehicle is being used by the Chief of Police, Department Supervisors or members who are in on-call administrative positions.
 - 5. When the vehicle is being used by on-call investigators.
- (d) While operating the vehicle, authorized members will carry and have accessible their duty firearms and be prepared to perform any function they would be expected to perform while on-duty.
- (e) The two-way communications radio, MDT and global positioning satellite device, if equipped, must be on.
- (f) Unattended vehicles are to be locked and secured at all times.
 - 1. No key should be left in the vehicle except when it is necessary that the vehicle be left running (e.g., continued activation of emergency lights, canine safety, equipment charging).
 - 2. All weapons shall be secured while the vehicle is unattended.
 - 3. All department identification, portable radios and equipment should be secured.
- (g) Vehicles are to be parked off-street at the member's residence unless prior arrangements have been made with the Chief of Police or the authorized designee.

Vehicle Use

If the vehicle is not secured inside a locked garage, all firearms and kinetic impact weapons shall be removed and properly secured in the residence.

- (h) Vehicles are to be secured at the member's residence or the appropriate department facility, at the discretion of the Department when a member will be away (e.g., on vacation) for periods exceeding one week.
 - 1. If the vehicle remains at the residence of the member, the Department shall have access to the vehicle.
 - 2. If the member is unable to provide access to the vehicle, it shall be parked at the Department.
- (i) The member is responsible for the care and maintenance of the vehicle.

703.4.4 ENFORCEMENT ACTIONS

When driving a take-home vehicle to and from work outside of the jurisdiction of the St. Francis Police Department or while off-duty, an officer shall not initiate enforcement actions except in those circumstances where a potential threat to life or serious property damage exists.

Officers may render public assistance when it is deemed prudent (e.g., to a stranded motorist).

Officers driving take-home vehicles shall be armed, appropriately attired and carry their department-issued identification. Officers should also ensure that department radio communication capabilities are maintained to the extent feasible.

703.4.5 MAINTENANCE

Members are responsible for the cleanliness (exterior and interior) and overall maintenance of their assigned vehicles. Cleaning and maintenance supplies will be provided by the Department. Failure to adhere to these requirements may result in discipline and loss of vehicle assignment. The following should be performed as outlined below:

- (a) Members shall make daily inspections of their assigned vehicles for service/maintenance requirements and damage.
- (b) It is the member's responsibility to ensure that his/her assigned vehicle is maintained according to the established service and maintenance schedule.
- (c) All scheduled vehicle maintenance and car washes shall be performed as necessary at a facility approved by the Chief of Police.
- (d) The Chief of Police or Department Supervisors shall be notified of problems with the vehicle and approve any major repairs before they are performed.
- (e) All weapons shall be removed from any vehicle left for maintenance.
- (f) Supervisors shall make, at a minimum, monthly inspections of vehicles assigned to members under their command to ensure the vehicles are being maintained in accordance with this policy.

Vehicle Use

703.5 UNMARKED VEHICLES

Unmarked vehicles are assigned to various units and their use is restricted to the respective unit and the assigned member, unless otherwise approved by a supervisor. Any member operating an unmarked vehicle shall record vehicle usage on a daily log. Any use of unmarked vehicles by those who are not assigned to the unit to which the vehicle is assigned shall also be recorded with the supervisor.

703.6 DAMAGE, ABUSE AND MISUSE

When any department vehicle is involved in a traffic collision or otherwise incurs damage, the involved member shall promptly notify a supervisor. Any collision report shall be filed with the agency having jurisdiction (see the Traffic Collisions Policy).

Damage to any department vehicle that was not caused by a traffic collision shall be immediately reported to a supervisor during the shift in which the damage was discovered. An administrative investigation should be initiated to determine if there has been any vehicle abuse or misuse.

703.7 ATTIRE AND APPEARANCE

When operating any department vehicle while off-duty, members may dress in a manner appropriate for their intended activity. Whenever in view of or in contact with the public, attire and appearance, regardless of the activity, should be suitable to reflect positively upon the Department.

Uniform Regulations

1025.1 PURPOSE AND SCOPE

The uniform policy of the St. Francis Police Department is established to ensure that uniformed officers, special assignment personnel and non- licensed employees will be readily identifiable to the public through the proper use and wearing of department uniforms. Employees should also refer to the following associated policies:

- Firearms
- Department Owned and Personal Property
- Body Armor
- Personal Appearance Standards

The St. Francis Police Department will provide uniforms for all employees who are required to wear them in the manner, quantity and frequency agreed upon in the respective employee group's collective bargaining agreement. The uniforms for officers of this department shall be a consistent color pursuant to Minn. Stat. § 626.88 Subd. 2.

1025.1.1 UNIFORMS AND EQUIPMENT

- (a) Jacket - Officers will wear jackets of a uniform type, approved by the Chief of Police, with badge.
- (b) Trousers - Trousers shall be made to department specifications as to material and cut (two side pockets and two hip pockets). Trouser to be uncuffed and have belt loops with a zipper fly.
- (c) Shirts (Winter) - Winter shirts shall be of the design and material specified by the Chief of Police, long sleeves with shoulder epaulets, badge tab, two breast pockets with flaps. Approved neckwear may be worn with long sleeve shirts.
- (d) Shirts (Summer) - Summer shirts shall be of the design and material specified by the Chief of Police, with short sleeves, shoulder epaulets, badge tabs, two breast pockets.
- (e) External vests - Officers may choose to wear the department approved external vest and carrier.
- (f) Raincoat - Raincoat shall be of a size, color and style as approved by the Chief of Police.
- (g) Department Shoulder Patch - The department shoulder patch shall be worn on both shoulders of the uniform shirt and jacket.
- (h) Flag - Flag patch or flag pin should be worn over the right breast pocket.
- (i) Belt - 2 1/2 inch, buckle or velcro, black basket weave leather. No shoulder strap or shoulder strap rings.
- (j) Holster - Officers will be provided a department approved holster for their service weapon.

Uniform Regulations

- (k) Service Weapon - An approved handgun carried by an officer whenever that officer is on duty. (Refer to policy 305)
- (l) Handcuffs - All officers shall provide themselves with handcuffs. These handcuffs may be Peerless, Smith & Wesson, or any brand approved by the Chief of Police.
- (m) Handcuff Carrier - Shall be black in color and basket weave. Made to fit standard Peerless, Smith & Wesson, or other approved brand.
- (n) Shoes/Boots - Shall be black in color, polishable.

1025.2 WEARING AND CONDITION OF UNIFORM AND EQUIPMENT

Police employees wear the uniform to be identified as the law enforcement authority in society. The uniform also serves an equally important purpose, which is to identify the wearer as a source of assistance in an emergency, crisis or other time of need.

- (a) Uniform and equipment shall be maintained in a serviceable condition and shall be ready at all times for immediate use. Uniforms shall be neat, clean and appear professionally pressed.
- (b) All peace officers of this department shall possess and maintain at all times, a serviceable uniform and the necessary equipment to perform uniformed field duty.
- (c) Personnel shall wear only the uniform specified for their rank and assignment.
- (d) All supervisors will perform periodic inspections of their personnel to ensure conformance to these regulations.
- (e) Civilian attire shall not be worn in combination with any distinguishable part of the uniform.
- (f) Uniforms are only to be worn while on-duty, while in transit to or from work, for court or at other official Department functions or events.
- (g) If the uniform is worn while in transit while driving a personal vehicle an outer garment shall be worn over the uniform shirt so as not to bring attention to the employee while off-duty.
- (h) Employees are not to purchase or drink alcoholic beverages while wearing any part of the Department uniform, including the uniform pants.
- (i) Mirrored sunglasses will not be worn with any Department uniform

1025.2.1 DEPARTMENT ISSUED IDENTIFICATION

The Department issues each employee an official Department identification card bearing the employee's name, identifying information and photo likeness. All employees shall be in possession of their Department-issued identification card at all times while on-duty or when carrying a concealed weapon.

- (a) Whenever on-duty or acting in an official capacity representing the Department, employees shall display their Department issued identification in a courteous manner to any person upon request and as soon as practicable.

Uniform Regulations

- (b) Officers working specialized assignments may be excused from the possession and display requirements when directed by their Department Supervisor.

1025.2.2 REQUIRED EQUIPMENT IN UNIFORM

While on duty in uniform, officers shall carry or have immediately available the following equipment:

- (a) Badge, nametag and collar brass. Optional embroidered name on uniform shirts and external carrier. Nametag should be worn on "Class A" uniform shirt.
- (b) Baton - 21 to 26 inch extendable baton.
- (c) Service weapon and ammunition.
- (d) Handcuffs
- (e) Notebook
- (f) Identification Card
- (g) Flashlight
- (h) Container of liquid chemical irritant spray
- (i) All other forms or papers as may be required by the department
- (j) Pen
- (k) Portable police radio

1025.2.3 REQUIRED EQUIPMENT IN CIVILIAN CLOTHES, ON DUTY

On duty officers wearing civilian clothes will carry the following equipment:

- (a) Badge
- (b) Weapon and ammunition
- (c) Handcuffs
- (d) Identification card
- (e) Notebook
- (f) Forms and papers required by the department
- (g) Pen

1025.2.4 CARRYING EQUIPMENT OFF DUTY

Officers of the department when off duty and in public, may have in their immediate possession - their badge, service weapon or weapon as approved by the Chief of Police, and the issued departmental identification.

Officers, when off-duty, may carry an approved firearm, when they will not be consuming intoxicating beverages. When wearing civilian clothes, officers shall conceal the firearm from public view. When officers are off duty within or outside the jurisdiction of the department, they

Uniform Regulations

need not carry a firearm. Officers, whenever carrying a firearm, shall possess and have readily accessible their badge and police identification card.

1025.2.5 FIREARM QUALIFICATION

Officers shall be certified as competent in the use of all firearms that they are authorized to carry. Such certification shall occur under the direction of an approved firearms instructor, at an approved shooting facility and be submitted in writing to the Chief of Police prior to the officer carrying the firearm.

1025.3 UNIFORM CLASSES

Uniform of the day shall be set according to weather.

1025.3.1 CLASS A UNIFORM

The Class A uniform is to be worn on special occasions such as funerals, graduations, promotions, ceremonies or as directed. The Class A uniform is required for all licensed personnel. The Class A uniform includes the standard issue uniform with:

- (a) Long sleeve shirt with tie.
- (b) Polished shoes.

The campaign hat may be worn for events held outdoors. Boots with pointed toes are not permitted.

1025.3.2 CLASS B UNIFORM

All officers will possess and maintain a serviceable Class B uniform at all times.

The Class B uniform will consist of the same garments and equipment as the Class A uniform with the following exceptions:

- (a) The long or short sleeve shirt may be worn with the collar open. No tie is required.
- (b) A white, navy blue or black crew neck t-shirt must be worn with the uniform.
- (c) All shirt buttons must remain buttoned except for the last button at the neck.
- (d) Polished shoes.
- (e) Approved all black unpolished shoes may be worn.
- (f) Boots with pointed toes are not permitted.

1025.3.3 CLASS C UNIFORM

The Class C uniform may be established to allow field personnel cooler clothing during the summer months or for special duty assignments. The Chief of Police will establish the regulations and conditions for wearing the Class C Uniform and the specifications for the Class C Uniform.

1025.3.4 SPECIALIZED UNIT UNIFORMS

The Chief of Police may authorize special uniforms to be worn by officers in specialized units such as Canine Team, SWAT, Bicycle Patrol, Motor Officers and other specialized assignments.

Uniform Regulations

1025.3.5 FOUL WEATHER GEAR

The Uniform and Equipment Specifications lists the authorized uniform jacket and rain gear.

1025.4 INSIGNIA AND PATCHES

- (a) Shoulder patches - The authorized shoulder patch supplied by the Department shall be machine stitched to the sleeves of all uniform shirts and jackets, three-quarters of an inch below the shoulder seam of the shirt, and be bisected by the crease in the sleeve.
- (b) Service stripes and stars - Service stripes and other indicators for length of service may be worn on long sleeved shirts and jackets. They are to be machine stitched onto the uniform. The bottom of the service stripe shall be sewn the width of one and one-half inches above the cuff seam with the rear of the service stripes sewn on the dress of the sleeve. The stripes are to be worn on the left sleeve only.
- (c) The regulation nameplate, or an authorized sewn-on cloth nameplate, shall be worn at all times while in uniform. The nameplate shall display the employee's first and last name. If an employee's first and last names are too long to fit on the nameplate, then the initial of the first name will accompany the last name. If the employee desires other than the legal first name, the employee must receive approval from the Chief of Police. The nameplate shall be worn and placed above the right pocket located in the middle, bisected by the pressed shirt seam, with equal distance from both sides of the nameplate to the outer edge of the pocket.
- (d) When a jacket is worn, the nameplate or an authorized sewn on cloth nameplate shall be affixed to the jacket in the same manner as the uniform.
- (e) Assignment Insignias - Assignment insignias, (e.g., SWAT, FTO or similar) may be worn as designated by the Chief of Police.
- (f) Flag pin or patch - A flag pin may be worn, centered above the nameplate. An American flag patch of a size not to exceed 3 inches by 5 inches may be worn on the sleeve or above the right front pocket using appropriate flag display etiquette (Minn. Stat. § 15.60).
- (g) Badge - The Department-issued badge, or an authorized sewn-on cloth replica, must be worn and be visible at all times while in uniform. Licensed non-uniform personnel will wear or carry their badge in a manner that it is in reasonable proximity to their firearm and able to be displayed whenever appropriate.
- (h) Rank insignia - The designated insignia indicating the employee's rank must be worn at all times while in uniform. The Chief of Police may authorize exceptions.

1025.4.1 MOURNING BADGE

Uniformed employees may wear a black mourning band across the uniform badge whenever a law enforcement officer is killed in the line of duty. The following mourning periods will be observed:

- (a) An officer of this department - From the time of death until midnight on the 14th day after the death.

Uniform Regulations

- (b) An officer from this state - From the time of death until midnight on the day of the funeral.
- (c) Funeral attendee - While attending the funeral of a fallen officer.
- (d) National Peace Officers Memorial Day (May 15) - From midnight through the following midnight.
- (e) As directed by the Chief of Police or designee.

1025.5 CIVILIAN ATTIRE

There are assignments within the Department that do not require the wearing of a uniform because recognition and authority are not essential to their function. There are also assignments in which wearing civilian attire is necessary.

- (a) All employees shall wear clothing that fits properly, is clean and free of stains and not damaged or excessively worn.
- (b) All male administrative, investigative and support personnel who elect to wear civilian clothing to work shall wear button style shirts with a collar, slacks or suits that are moderate in style.
- (c) All female administrative, investigative and support personnel who elect to wear civilian clothes to work shall wear dresses, slacks, shirts, blouses or suits that are moderate in style.
- (d) The following items shall not be worn on-duty:
 - 1. T-shirt alone.
 - 2. Open-toed sandals or thongs.
 - 3. Swimsuit, tube tops or halter tops.
 - 4. Spandex type pants or see-through clothing.
 - 5. Distasteful printed slogans, buttons or pins.
 - 6. Denim pants of any color.
 - 7. Shorts.
 - 8. Sweat shirts, sweat pants or similar exercise clothing.
- (e) Variations from this order are allowed at the discretion of the Chief of Police or designee when the employee's assignment or current task is not conducive to wearing such clothing.
- (f) No item of civilian attire may be worn on-duty that would adversely affect the reputation of the St. Francis Police Department or the morale of the employees.
- (g) Licensed employees carrying firearms while wearing civilian attire should wear clothing that effectively conceals the firearm when outside a controlled law enforcement facility or work area.

Uniform Regulations

1025.6 POLITICAL ACTIVITIES, ENDORSEMENTS, ADVERTISEMENTS OR OTHER APPEARANCES IN UNIFORM

Unless specifically authorized by the Chief of Police, St. Francis Police Department employees may not wear any part of the uniform, be photographed wearing any part of the uniform, utilize a badge, patch or other official insignia of the Department, or cause to be posted, published or displayed, the image of another employee, or identify him/herself as an employee of the St. Francis Police Department to do any of the following:

- (a) Endorse, support, oppose or contradict any political campaign or initiative.
- (b) Endorse, support, oppose or contradict any social issue, cause or religion.
- (c) Endorse, support or oppose, any product, service, company or other commercial entity.
- (d) Appear in any commercial, social or nonprofit publication, or any motion picture, film, video, public broadcast, photo, any website or any other visual depiction.

1025.7 PURCHASES AND UNAUTHORIZED UNIFORMS, EQUIPMENT AND ACCESSORIES

All purchases of uniforms and equipment must be approved by the Chief of Police prior to the purchase being made.

St. Francis Police Department employees may not wear any uniform item, accessory or attachment unless specifically authorized in the Uniform and Equipment Specifications or by the Chief of Police or designee.

St. Francis Police Department employees may not use or carry any tool or other piece of equipment unless specifically authorized in the Uniform and Equipment Specifications or by the Chief of Police or designee.

Seat Belts

1011.1 PURPOSE AND SCOPE

This policy establishes guidelines for the use of seat belts and child restraints. This policy will apply to all members operating or riding in department vehicles (Minn. Stat. § 169.686).

1011.1.1 DEFINITIONS

Definitions related to this policy include:

Child restraint system - An infant or child passenger restraint system that meets Federal Motor Vehicle Safety Standards (FMVSS) and Regulations set forth in 49 CFR 571.213 (Minn. Stat. § 169.685).

1011.2 POLICY

It is the policy of the St. Francis Police Department that members use safety and child restraint systems to reduce the possibility of death or injury in a motor vehicle collision.

1011.3 WEARING OF SAFETY RESTRAINTS

All members shall wear properly adjusted safety restraints when operating or riding in a seat equipped with restraints, in any vehicle owned, leased or rented by this department while on- or off-duty, or in any privately owned vehicle while on-duty. The member driving such a vehicle shall ensure that all other occupants, including those who are not members of the Department, are properly restrained (Minn. Stat. § 169.686).

Exceptions to the requirement to wear safety restraints may be made only in exceptional situations where, due to unusual circumstances, wearing a seat belt would endanger the department member or the public. Members must be prepared to justify any deviation from this requirement.

1011.4 TRANSPORTING CHILDREN

All children younger than 8 years of age and shorter than 4 feet 9 inches tall shall be restrained in a child passenger safety seat system (Minn. Stat. § 169.685, Subd. 5(b)).

Rear seat passengers in a cage-equipped vehicle may have reduced clearance, which requires careful seating and positioning of seat belts. Due to this reduced clearance, and if permitted by law, children and any child restraint system may be secured in the front seat of such vehicles provided this positioning meets federal safety standards and the vehicle and child restraint system manufacturer's design and use recommendations. In the event that a child is transported in the front seat of a vehicle, the seat should be pushed back as far as possible and the passenger-side airbag should be deactivated. If this is not possible, members should arrange alternate transportation when feasible.

Seat Belts

1011.5 TRANSPORTING SUSPECTS, PRISONERS OR ARRESTEES

Suspects, prisoners and arrestees should be in a seated position and secured in the rear seat of any department vehicle with a prisoner restraint system or, when a prisoner restraint system is not available, by seat belts provided by the vehicle manufacturer. The prisoner restraint system is not intended to be a substitute for handcuffs or other appendage restraints.

Prisoners in leg restraints shall be transported in accordance with the Handcuffing and Restraints Policy.

1011.6 INOPERABLE SEAT BELTS

Department vehicles shall not be operated when the seat belt in the driver's position is inoperable. Persons shall not be transported in a seat in which the seat belt is inoperable.

Department vehicle seat belts shall not be modified, removed, deactivated or altered in any way, except by the vehicle maintenance and repair staff, who shall do so only with the express authorization of the Chief of Police.

Members who discover an inoperable restraint system shall report the defect to the appropriate supervisor. Prompt action will be taken to replace or repair the system.

1011.7 VEHICLES MANUFACTURED WITHOUT SEAT BELTS

Vehicles manufactured and certified for use without seat belts or other restraint systems are subject to the manufacturer's operator requirements for safe use.

1011.8 VEHICLE AIRBAGS

In all vehicles equipped with airbag restraint systems, the system will not be tampered with or deactivated, except when transporting children as written elsewhere in this policy. All equipment installed in vehicles equipped with airbags will be installed as per the vehicle manufacturer specifications to avoid the danger of interfering with the effective deployment of the airbag device.

Records Maintenance and Release

804.1 PURPOSE AND SCOPE

This policy provides guidance on the maintenance and release of department records. Protected information is separately covered in the Protected Information Policy.

804.1.1 DEFINITIONS

Definitions related to this policy include:

Confidential Data on Individuals - Data classified as confidential by state or federal law and that identifies individuals and cannot be disclosed to the public or even to the individual who is the subject of the data (Minn. Stat. § 13.02, Subd. 3).

Corrections and Detention Data - Data on individuals created, collected, used or maintained because of their lawful confinement or detainment in state reformatories, prisons and correctional facilities, municipal or county jails, lockups, work houses, work farms and all other correctional and detention facilities (Minn. Stat. § 13.85, Subd. 1).

Data on Individuals - All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual (Minn. Stat. § 13.02, Subd. 5).

Government Data - Data collected, created, received, maintained or disseminated by this department regardless of its physical form, storage media or conditions of use (Minn. Stat. § 13.02, Subd. 7).

Private Data - Data classified as private by state or federal law and that identifies individuals that are only available to the individual who is the subject of the data or with the individual's consent (Minn. Stat. § 13.02, Subd. 12).

804.2 POLICY

The St. Francis Police Department is committed to providing public access to records and data in a manner that is consistent with the Minnesota Government Data Practices Act (MGDPA) and Official Records Act (Minn. Stat. § 13.03; Minn. Stat. § 15.17).

804.3 CUSTODIAN OF RECORDS RESPONSIBILITIES

The Chief of Police shall designate a Custodian of Records. The responsibilities of the Custodian of Records include, but are not limited to:

- (a) Managing the records management system for the Department, including the retention, archiving, release, and destruction of department data (Minn. Stat. § 15.17; Minn. Stat. § 138.17, Subd. 7).
- (b) Maintaining and updating the department records retention schedule, including:
 1. Identifying the minimum length of time the Department must keep data.

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- 2. Identifying the department unit responsible for the original data.
- (c) Establishing rules regarding the inspection and copying of department data as reasonably necessary for the protection of such data.
- (d) Identifying data or portions of data that are confidential under state or federal law and not open for inspection or copying.
- (e) Establishing rules regarding the processing of subpoenas for the production of data.
- (f) Ensuring a current schedule of fees for public data as allowed by law is available.
- (g) Ensuring the posting or availability to the public a document that contains the basic rights of a person who requests government data, the responsibilities of the Department, and any associated fees (Minn. Stat. § 13.025).
- (h) Ensuring data created by the Department is inventoried and subject to inspection and release pursuant to lawful requests consistent with the MGDPA requirements (Minn. Stat. § 13.03, Subd. 1).
- (i) Ensuring that the current version of each department policy identified in Minn. R. 6700.1615 is posted on the department's website or otherwise posted in the public area of the Department in accordance with Minn. R. 6700.1615 (Minn. R. 6700.1615, Subd. 2).

804.4 PROCESSING REQUESTS FOR PUBLIC RECORDS

Any department member who receives a request for data shall route the request to the Custodian of Records or the authorized designee.

804.4.1 REQUESTS FOR RECORDS

The processing of requests for data is subject to the following:

- (a) A person shall be permitted to inspect and copy public government data upon request at reasonable times and places and shall be informed of the data's meaning if requested (Minn. Stat. § 13.03, Subd. 3).
 - 1. The Department may not charge or require the requesting person to pay a fee to inspect data. Inspection includes, but is not limited to, the visual inspection of paper and similar types of government data. Inspection does not include printing copies, unless printing a copy is the only method to provide for inspection of the data (Minn. Stat. § 13.03, Subd. 3(b)).
 - 2. For data stored and made available in electronic form via remote access, public inspection includes allowing remote access by the public to the data and the ability to print copies or download the data. A fee may be charged for remote access to data where either the data or the access is enhanced at the request of the person seeking access (Minn. Stat. § 13.03, Subd. 3(b)).
- (b) Government data maintained by this department using a computer storage medium shall be provided in that medium in electronic form, if a copy can be reasonably made. The Department is not required to provide the data in an electronic format or program

Records Maintenance and Release

that is different from the format or program in which the data is maintained (Minn. Stat. § 13.03, Subd. 3 (e)).

- (c) The Department is not required to create records that do not exist.
- (d) The Custodian of Records or designee processing the request shall determine if the requested data is available and, if so, whether the data is restricted from release or denied. The Custodian of Records or designee shall inform the requesting person of the determination either orally at the time of the request or in writing as soon after that time as reasonably possible. The Custodian of Records or designee shall cite the specific statutory section, temporary classification or specific provision of state or federal law on which the determination is based. Upon the request of any person denied access to data, the denial shall be certified in writing (Minn. Stat. § 13.03, Subd. 3 (f)).
- (e) When a record contains data with release restrictions and data that is not subject to release restrictions, the restricted data shall be redacted and the unrestricted data released.
 - 1. A copy of the redacted release should be maintained in the case file for proof of what was actually released and as a place to document the reasons for the redactions. If the record is audio or video, a copy of the redacted audio/video release should be maintained in the department-approved media storage system and a notation should be made in the case file to document the release and the reasons for the redacted portions.

804.5 RELEASE RESTRICTIONS

Examples of release restrictions include:

- (a) Personal identifying information, including an individual's photograph; Social Security and driver identification numbers; name, address, and telephone number; and medical or disability information that is contained in any driver's license record, motor vehicle record, or any department record, including traffic collision reports, is restricted except as authorized by the Department, and only when such use or disclosure is permitted or required by law to carry out a legitimate law enforcement purpose (18 USC § 2721; 18 USC § 2722).
- (b) Private data on the following individuals (Minn. Stat. § 13.82, Subd. 17):
 - 1. An undercover law enforcement officer.
 - 2. A victim or alleged victim of criminal sexual conduct, or sex trafficking, or of a violation of Minn. Stat. § 617.246, Subd. 2.
 - 3. A paid or unpaid informant if the Department reasonably believes revealing the identity would threaten the personal safety of the informant.
 - 4. A victim of or witness to a crime if the victim or witness specifically requests not to be identified publicly, unless the Department reasonably determines that revealing the identity of the victim or witness would not threaten the personal safety or property of the individual.

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- 5. A person who placed a call to a 9-1-1 system or the identity of the person whose phone was used to place a call to the 9-1-1 system when revealing the identity may threaten the personal safety or property of any person or the purpose of the call was to receive help in a mental health emergency. A voice recording of a call placed to the 9-1-1 system is deemed to reveal the identity of the caller.
- 6. A juvenile witness when the subject matter of the investigation justifies protecting the identity of the witness.
- 7. A mandated reporter.
- (c) Audio recordings of calls placed to the 9-1-1 system requesting law enforcement, fire, or medical agency response, except that a written transcript of the call is public unless it reveals the identity of protected individuals (Minn. Stat. § 13.82, Subd. 4).
- (d) Criminal investigative data involving active cases and inactive investigative data (Minn. Stat. § 13.82, Subd. 7):
 - 1. If the release of the data would jeopardize another ongoing investigation or would reveal the identity of protected individuals or is otherwise restricted.
 - 2. Images and recordings, including photographs, video, and audio records that are clearly offensive to common sensibilities. However, the existence of any such image or recording shall be disclosed.
 - 3. As otherwise restricted by law.
- (e) Juvenile records and data (Minn. Stat. § 260B.171).
- (f) State criminal history data held in the Bureau of Criminal Apprehension (BCA) database, including but not limited to fingerprints, photographs, identification data, arrest data, prosecution data, criminal court data, and custody and supervision data (Minn. Stat. § 13.87).
- (g) Traffic collision reports and related supplemental information (Minn. Stat. § 169.09, Subd. 13).
- (h) Corrections and detention data (Minn. Stat. § 13.85).
- (i) Personnel data except, unless otherwise restricted (Minn. Stat. § 13.43, Subd. 2):
 - 1. Name, employee identification number, and some aspects of compensation.
 - 2. Job title, bargaining unit, job description, education and training background, and previous work experience.
 - 3. Date of first and last employment.
 - 4. Existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action.
 - 5. Final disposition of any disciplinary action together with the specific reasons for the action, and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of this department.
 - 6. Terms of any agreement settling any dispute arising out of an employment relationship.

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- 7. Work location, work telephone number, badge number, and honors and awards received.
- 8. Time sheets or other comparable data only used to account for an employee's work time for payroll purposes, excluding the use of sick or other medical leave or other nonpublic data.
- 9. All other personnel data regarding employees of this department are private data and may only be released as authorized by that classification.
- (j) Any data that was created under the direction or authority of the City Attorney exclusively in anticipation of potential litigation involving this department shall be classified as protected nonpublic or confidential data while such action is pending (Minn. Stat. § 13.39).
- (k) All data collected by an Automated License Plate Reader (ALPR) on individuals or nonpublic data absent an exception (Minn. Stat. § 13.82; Minn. Stat. § 13.824).
- (l) Response or incident data, so long as the Custodian of Records determines that public access would likely endanger the physical safety of an individual or cause a perpetrator to flee, evade detection, or destroy evidence (Minn. Stat. § 13.82, Subd. 14).
- (m) Any data on individuals receiving peer counseling or critical incident stress management services (Minn. Stat. § 13.02, Subd. 12; Minn. Stat. § 181.9731; Minn. Stat. § 181.9732).

Any other record not addressed in this policy shall not be subject to release where such record is classified as other than public data. All public data shall be released as required by the MGDPA (Minn. Stat. § 13.03, Subd. 1).

804.6 SUBPOENAS AND DISCOVERY REQUESTS

Any member who receives a subpoena duces tecum or discovery request for data should promptly contact a supervisor and the Custodian of Records for review and processing. While a subpoena duces tecum may ultimately be subject to compliance, it is not an order from the court that will automatically require the release of the requested data.

Generally, discovery requests and subpoenas from criminal defendants and their authorized representatives (including attorneys) should be referred to the Prosecuting Attorney, City Attorney or the courts.

All questions regarding compliance with any subpoena duces tecum or discovery request should be promptly referred to legal counsel for the Department so that a timely response can be prepared.

804.7 RELEASED RECORDS TO BE MARKED

Each page of any written record released pursuant to this policy should be marked to indicate the department name and to whom the record was released.

Records Maintenance and Release

Each audio/video recording released shall include the department name and to whom the record was released.

804.8 EXPUNGEMENT

A petition for expungement and expungement orders received by the Department shall be reviewed for appropriate action by the Custodian of Records.

804.8.1 PETITION FOR EXPUNGEMENT

When responding to a petition for expungement, the Custodian of Records shall inform the court and the individual seeking expungement that the response contains private or confidential data (Minn. Stat. § 609A.03, Subd. 3).

804.8.2 ORDERS OF EXPUNGEMENT

The Custodian of Records shall expunge such records as ordered by the court. Records may include, but are not limited to, a record of arrest, investigation, detention or conviction. Once a record is expunged, members shall respond to any inquiry as though the record did not exist.

Upon request by the individual whose records are to be expunged, the Custodian of Records must send a letter at an address provided by the individual confirming the receipt of the expungement order and that the record has been expunged (Minn. Stat. § 609A.03, Subd. 8).

Expunged records may be opened only by court order (Minn. Stat. § 609A.03, Subd. 7).

Expunged records of conviction may be opened for purposes of evaluating a prospective employee of the Department without a court order.

The Custodian of Records shall inform any law enforcement, prosecution or corrections authority, upon request, of the existence of a sealed record and of the right to obtain access to it.

804.9 MAINTENANCE OF CLOSED RECORDS

Records such as offense reports, arrest reports, juvenile records or other sensitive records shall be secured in such a manner as to reasonably protect them from unauthorized disclosure. Closed records shall be kept separate from public records and shall remain confidential.

Protected Information

805.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the access, transmission, release and security of protected information by members of the St. Francis Police Department. This policy addresses the protected information that is used in the day-to-day operation of the Department and not the government data information covered in the Records Maintenance and Release Policy.

805.1.1 DEFINITIONS

Definitions related to this policy include:

Protected information - Any information or data that is collected, stored or accessed by members of the St. Francis Police Department and is subject to any access or release restrictions imposed by law, regulation, order or use agreement. This includes all information contained in federal, state or local law enforcement databases that is not accessible to the public.

805.2 POLICY

Members of the St. Francis Police Department will adhere to all applicable laws, orders, regulations, use agreements and training related to the access, use, dissemination and release of protected information.

805.3 RESPONSIBILITIES

The Chief of Police shall select a member of the Department to coordinate the use of protected information (Minn. Stat. § 13.05, Subd. 13).

The responsibilities of this position include, but are not limited to:

- (a) Ensuring member compliance with this policy and with requirements applicable to protected information, including requirements for the National Crime Information Center (NCIC) system, the National Law Enforcement Telecommunications System (NLETS), Minnesota Division of Driver and Vehicle Services (DVS) records, Minnesota Bureau of Criminal Apprehension (BCA) and the Minnesota Comprehensive Incident-Based Reporting System (CIBRS).
- (b) Developing, disseminating and maintaining procedures that adopt or comply with the U.S. Department of Justice's current Criminal Justice Information Services (CJIS) Security Policy.
- (c) Developing, disseminating and maintaining any other procedures necessary to comply with any other requirements for the access, use, dissemination, release and security of protected information.
- (d) Developing procedures to ensure training and certification requirements are met.
- (e) Resolving specific questions that arise regarding authorized recipients of protected information.

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Protected Information

- (f) Ensuring security practices and procedures are in place to comply with requirements applicable to protected information.
- (g) Ensuring a comprehensive security assessment of any personal information maintained by the St. Francis Police Department is conducted at least annually (Minn. Stat. § 13.055, Subd. 6).
- (h) Ensuring CIBRS is notified within 10 days that an investigation in CIBRS has become inactive (Minn. Stat. § 299C.40).

805.4 ACCESS TO PROTECTED INFORMATION

Protected information shall not be accessed in violation of any law, order, regulation, user agreement, St. Francis Police Department policy or training (Minn. Stat. § 13.09). Only those members who have completed applicable training and met any applicable requirements, such as a background check, may access protected information, and only when the member has a legitimate work-related reason for such access (Minn. Stat. § 13.05; Minn. Stat. § 299C.40).

Unauthorized access, including access for other than a legitimate work-related purpose, is prohibited and may subject a member to administrative action pursuant to the Personnel Complaints Policy and/or criminal prosecution.

805.5 RELEASE OR DISSEMINATION OF PROTECTED INFORMATION

Protected information may be released only to authorized recipients who have both a right to know and a need to know.

A member who is asked to release protected information that should not be released should refer the requesting person to a supervisor or to the Administrative Assistant for information regarding a formal request.

Unless otherwise ordered or when an investigation would be jeopardized, protected information maintained by the Department may generally be shared with authorized persons from other law enforcement agencies who are assisting in the investigation or conducting a related investigation. Any such information should be released through the Records to ensure proper documentation of the release (see the Records Maintenance and Release Policy).

Protected information, such as Criminal Justice Information (CJI), which includes Criminal History Record Information (CHRI), should generally not be transmitted by radio, cellular telephone or any other type of wireless transmission to members in the field or in vehicles through any computer or electronic device, except in cases where there is an immediate need for the information to further an investigation or where circumstances reasonably indicate that the immediate safety of officers, other department members or the public is at risk.

Nothing in this policy is intended to prohibit broadcasting warrant information.

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805.5.1 REVIEW OF CHRI

Members of this department shall refer individuals seeking access to CHRI to the Minnesota BCA (Minn. Stat. § 13.87, Subd. 1(b)).

805.5.2 REVIEW OF CIBRS DATA

An individual who is the subject of private data held by CIBRS may request access to the data by making a request to the Administrative Assistant. If the request is to release the data to a third party, the individual who is the subject of private data must appear in person at the Department to give informed consent to the access or release.

Private data provided to the individual must also include the name of the law enforcement agency that submitted the data to CIBRS and the name, telephone number and address of the agency responsible for the data.

A person who is the subject of private data may challenge the data. The Administrative Assistant shall review the challenge and determine whether the data should be completed, corrected or destroyed. The corrected data must be submitted to CIBRS and any future dissemination must be of the corrected data.

The Administrative Assistant must notify BCA as soon as reasonably practicable whenever data held by CIBRS is challenged. The notification must identify the data that was challenged and the subject of the data.

805.6 SECURITY OF PROTECTED INFORMATION

The Chief of Police will select a member of the Department to oversee the security of protected information.

The responsibilities of this position include, but are not limited to:

- (a) Developing and maintaining security practices, procedures and training.
- (b) Ensuring federal and state compliance with the CJIS Security Policy and the requirements of any state or local criminal history records systems.
- (c) Establishing procedures to provide for the preparation, prevention, detection, analysis and containment of security incidents including computer attacks.
- (d) Tracking, documenting and reporting all breach of security incidents to the Chief of Police and appropriate authorities.

805.6.1 MEMBER RESPONSIBILITIES

Members accessing or receiving protected information shall ensure the information is not accessed or received by persons who are not authorized to access or receive it. This includes leaving protected information, such as documents or computer databases, accessible to others when it is reasonably foreseeable that unauthorized access may occur (e.g., on an unattended table or desk; in or on an unattended vehicle; in an unlocked desk drawer or file cabinet; on an unattended computer terminal).

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805.7 SECURITY BREACHES

In the event of an actual or potential breach of the security or other unauthorized acquisition of private or confidential information, the Chief of Police or designee shall ensure an investigation into the breach is made. Upon completion of the investigation and final disposition of any disciplinary action, a report containing the facts and result of the investigation shall be prepared. If the breach was conducted by an employee, contractor or agent of St. Francis, the report must include a description of the type of data that was breached, the number of individuals whose information was breached, the disposition of any related disciplinary action, and the identity of the employee determined to be responsible for the breach (Minn. Stat. § 13.055).

Written notice shall be given to any individual whose private or confidential data was, or is reasonably believed to have been, acquired by an unauthorized person as soon as reasonably practicable. The notice shall include the following (Minn. Stat. § 13.055):

- (a) Notification that an investigation will be conducted.
- (b) Notification that a report containing the facts and results will be prepared.
- (c) Information on how the person may obtain access to the report, including that he/she may request delivery of the report by mail or email.

The notice may be delayed only so long as necessary to determine the scope of the breach and restore the reasonable security of the data or so long as it will impede an active criminal investigation. Notice shall be made by first class mail, electronic notice or substitute notice as provided in Minn. Stat. § 13.055, Subd. 4. If notification is required to be made to more than 1,000 individuals, notice to all consumer reporting agencies of the timing distribution and content of the notices must also be made (Minn. Stat. § 13.055, Subd. 5).

805.8 TRAINING

All members authorized to access or release protected information shall complete a training program that complies with any protected information system requirements and identifies authorized access and use of protected information, as well as its proper handling and dissemination.



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: Dellwood River Park Riverbank Stabilization Project Final Pay Estimate
DATE: July 1, 2024

OVERVIEW:

This project included stabilizing a section of the bank on the Rum River in Dellwood River Park. This project also includes reconstructing the first 700 feet of existing bituminous trail from Silverod Street to the stabilization project.

Attached is the Final Payment Form. The contractor has submitted the required IC-134 documentation and the Consent of Surety. This final payment includes payment for all the work items completed for this project and releases the retainage. The recommended final payment is \$40,048.75.

ACTION TO BE CONSIDERED:

Consider approval of the Final Payment for the Dellwood River Park Riverbank Stabilization Project.

BUDGET IMPLICATION:

The city’s cost share for the bank stabilization is 15% of the construction total or \$24,900.45. This amount has already been paid by the city to the Anoka Conservation District (ACD). The city was also responsible for the cost of overlaying the remaining trail segment. This cost was \$6,542.80. ACD is responsible for holding and administrating the project funds. The grant will cover 100% of the cost for design and construction administration and the other 85% of the construction cost. Since the contract is between the city and the contractor the city will pay the contractor directly and will be reimbursed by the same amount from the ACD.

Attachments:

- Final Payment Form
- Consent of Surety
- IC-134 Forms

Contractor's Application for Payment No.

FINAL

To (Owner):	City of St. Francis	Application Period:	FINAL	Application Date:	June 6, 2024
Project:	Dellwood River Park Riverbank Stabilization Project	From (Contractor):	Bituminous Roadways, Inc.	Via (Engineer):	Hakanson Anderson

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$6,542.80	
TOTALS	\$6,542.80	\$0.00
NET CHANGE BY CHANGE ORDERS	\$6,542.80	

1. ORIGINAL CONTRACT PRICE.....	\$	\$166,464.60
2. Net change by Change Orders.....	\$	\$6,542.80
3. Current Contract Price (Line 1 ± 2).....	\$	\$173,007.40
4. TOTAL COMPLETED AND STORED TO DATE	\$	\$172,545.82
5. RETAINAGE:	\$	
a. 0% X Work Completed.....	\$	\$0.00
b. 0% X Stored Material.....	\$	\$0.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$0.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$172,545.82
7. LESS PREVIOUS PAYMENTS.....	\$	\$132,497.07
8. AMOUNT DUE THIS APPLICATION.....	\$	\$40,048.75

Contractor's Certification


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

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

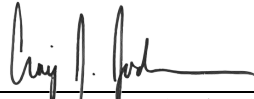
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 6/10/2024

ENGINEER: HAKANSON ANDERSON

Certification: We recommend payment for work and quantites shown.

 6/13/24

(Engineer) Date

OWNER: CITY OF ST. FRANCIS

(Owner) Date

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

BASE BID

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	1	LUMP SUM	\$ 8,200.00	\$ 8,200.00	1	\$ 8,200.00
2	CLEARING AND GRUBBING	1	LUMP SUM	\$ 32,650.00	\$ 32,650.00	1	\$ 32,650.00
3	EXCAVATION - COMMON	357	CU YD	\$ 30.00	\$ 10,710.00	357	\$ 10,710.00
4	EXCAVATION - CHANNEL	164	CU YD	\$ 13.00	\$ 2,132.00	164	\$ 2,132.00
5	PROTECT/REPAIR BITUMINOUS TRAIL	700	LIN FT	\$ 0.01	\$ 7.00	0	\$ -
6	GEOTEXTILE FABRIC TYPE 7	526	SQ YD	\$ 1.50	\$ 789.00	420	\$ 630.00
7	GRANULAR FILTER	60	CU YD	\$ 51.00	\$ 3,060.00	60	\$ 3,060.00
8	RANDOM RIPRAP CLASS II - IGNEOUS/CRUSHED/ANGULAR (GRANITE)	292	TON	\$ 67.00	\$ 19,564.00	292	\$ 19,564.00
9	RANDOM RIPRAP CLASS IV - IGNEOUS/CRUSHED/ANGULAR (GRANITE)	557	TON	\$ 67.00	\$ 37,319.00	557	\$ 37,319.00
10	STABILIZED CONSTRUCTION EXIT	1	LUMP SUM	\$ 935.00	\$ 935.00	1	\$ 935.00
11	STORM DRAIN INLET PROTECTION	3	EACH	\$ 57.00	\$ 171.00	3	\$ 171.00
12	FLOTATION SILT CURTAIN; TYPE MOVING WATER	600	LIN FT	\$ 8.50	\$ 5,100.00	600	\$ 5,100.00
13	SILT FENCE; TYPE MS	1750	LIN FT	\$ 3.00	\$ 5,250.00	0	\$ -
14	SEDIMENT CONTROL LOG TYPE WOOD CHIP	200	LIN FT	\$ 4.00	\$ 800.00	200	\$ 800.00
15	COMMON TOPSOIL BORROW	47	CU YD	\$ 39.00	\$ 1,833.00	108.18	\$ 4,219.02
16	ROLLED EROSION PREVENTION CATEGORY 45	336	SQ YD	\$ 4.50	\$ 1,512.00	336	\$ 1,512.00
17	FERTILIZER TYPE 4, 17-10-7	10.4	POUND	\$ 59.00	\$ 613.60	20.0	\$ 1,180.00
18	SEED MIXTURE 34-262 (WET PRAIRIE)	1	POUND	\$ 590.00	\$ 590.00	2	\$ 1,180.00
19	SITE RESTORATION	1	LUMP SUM	\$ 1,655.00	\$ 1,655.00	1	\$ 1,655.00
20	SEEDING	280	SQ YD	\$ 2.50	\$ 700.00	396	\$ 990.00
21	LIVE STAKES	120	EACH	\$ 6.00	\$ 720.00	120	\$ 720.00
TOTAL BASE BID					\$ 134,310.60		\$ 132,727.02

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

ALTERNATE BID NO 1 - FURNISH AND INSTALL ROOT WADS

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

ALTERNATE BID NO 2 - FURNISH AND INSTALL BOULDERS

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

ALTERNATE BID NO 3 - REMOVE AND PAVE TRAIL

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

TRAIL OVERLAY

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	1	LUMP SUM	\$ 420.00	\$ 420.00	1	\$ 420.00
2	EDGE MILL	16	LIN FT	\$ 13.00	\$ 208.00	16	\$ 208.00
3	TACK	279	SQ YD	\$ 0.20	\$ 55.80	279	\$ 55.80
4	TYPE SP 12.5 WEARING COURSE MIXTURE (2;B) 2.0" THICK	279	SQ YD	\$ 21.00	\$ 5,859.00	279	\$ 5,859.00
TOTAL BASE BID					\$ 6,542.80		\$ 6,542.80

BASE BID	\$134,310.60	\$132,727.02
ALTERNATE BID NO 1	\$6,732.00	\$7,854.00
ALTERNATE BID NO 2	\$6,732.00	\$6,732.00
ALTERNATE BID NO 3	\$18,690.00	\$18,690.00
GRANT ITEMS TOTAL	\$166,464.60	\$166,003.02
TRAIL OVERLAY	\$6,542.80	\$6,542.80
PROJECT TOTAL	\$173,007.40	\$172,545.82

Bond No. 54-255169

CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT
AIA DOCUMENT G707

Owner
Architect
Contractor
Surety
Other

PROJECT: Dellwood River Park Riverbank Stabilization Project
(name, address)

TO: (Owner)
City of St. Francis
23340 Cree Street NW
St. Francis, MN 55070-9390

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Construction
CONTRACT DATE: 9/26/2023

CONTRACTOR:
Bituminous Roadways, Inc.
1520 Commerce Dr.
Mendota Heights, MN 55120

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
United Fire & Casualty Company
118 Second Ave SE
Cedar Rapids, Iowa 52407

,SURETY COMPANY

on bond of (here insert name and address of Contractor)
Bituminous Roadways, Inc.
1520 Commerce Dr.
Mendota Heights, Minnesota 55120

,CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of St. Francis
23340 Cree Street NW
St. Francis, Minnesota 55070-9390

,OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 7th day of June, 2024

Surety Company
United Fire & Casualty Company

[Handwritten Signature]
Signature of Authorized Representative

Name Alemdar - Attorney-In-Fact
Title



[Handwritten Signature]

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: See **Agenda Item # 4D.**
 116 Second Avenue SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

MARILYN HENTGES, KATIE RANDOLPH, KELLY PRESTON, JANE THOMPSON, BARB MICHAELS, LINDA JACKSON, ALAN STARKS, JEFFREY SETTEM, MELISSA M NORDIN, NAME ALEMDAR, TYLER GERADS, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 22nd day of January, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 22nd day of January, 2024

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
 Vice President



State of Iowa, County of Linn, ss:

On 22nd day of January, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 7th day of JUNE, 2024



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-234-978-144
Submitted Date and Time:	7-Jun-2024 11:16:58 AM
Legal Name:	BITUMINOUS ROADWAYS INC
Federal Employer ID:	41-0646864
User Who Submitted:	Cindy Ladzun
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	29282304
Minnesota ID:	8225235
Project Owner:	CITY OF ST. FRANCIS
Project Number:	4953.01
Project Begin Date:	29-Sep-2023
Project End Date:	07-Jun-2024
Project Location:	DELLWOOD RIVER PARK RIVERBANK STABILIZATION
Project Amount:	\$166,003.02

Subcontractor Summary

Name	ID	Affidavit Number
RELIABLE REE SRVC INC	2967276	1811992576

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.



Agenda Item # 4D.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-472-250-720
Submitted Date and Time:	24-Jan-2024 4:06:54 PM
Legal Name:	RELIABLE TREE SRVC INC
Federal Employer ID:	41-1671547
User Who Submitted:	ReliableTree
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1811992576
Minnesota ID:	2967276
Project Owner:	CITY OF ST FRANCIS
Project Number:	49523.01
Project Begin Date:	25-Sep-2023
Project End Date:	24-Oct-2023
Project Location:	DELLWOOD RIVER PARK
Project Amount:	\$51,990.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.



CITY COUNCIL AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: 2025 COLA
DATE: July 1, 2024

OVERVIEW:

Per the discussion at the Work Session on June 24th, and in an effort to set the 2025 budget, Council has set the 2025 cost of living increase for non-bargaining unit employees at 3%. The work session packet included the following data:

Table with 5 columns: Year, Consumer Index, Transitional, Governor Salary Cap, SF COLA awarded. Rows for years 2021, 2022, 2023, and 2024.

For disclosure, the City Administrator is considered part of the non-union staff.

ACTION TO BE CONSIDERED:

Motion to approve a 3% cost of living adjustment for non-union staff.



**CITY COUNCIL
AGENDA REPORT**

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Change Orders – City Hall / Fire Station Project
DATE: July 1, 2024

The following change orders have been submitted for approval for the appropriate contract:

Project 4020-10 Material –

PCO#015 Architectural and Fire Protection – changes were made to update the fire protection in the apparatus bay from a dry system to a wet system. The space is not at risk of freezing and this change will allow the building to be on a single system.

PCO#016 Temporary Disconnect – there has been a supply chain delay that is affecting our electrical. This temporary disconnect is required to continue the progress of the building for electrical service and for the installation of the elevator

Project 4020 Labor –

PCO#017 Architectural and Fire Protection – same as above

PCO#018 Temporary Disconnect – same as above

Breakdown of changes identified on Brunton proposal request attached.

Change to project \$2,121.85

Total project change orders to date, including the above total \$73,403.94

ACTION TO BE CONSIDERED:

Council to review and approve the change orders as presented authorizing City Administrator to execute PCO/PCCO documents.

Attachments:

PCO#015 (Material)	(\$11,598.00)
PCO#016 (Material)	\$11,256.45
PCO#017 (Labor)	(\$1,934.00)
PCO#018 (Labor)	\$4,397.40



PCO #015

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

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

Prime Contract Potential Change Order #015: PR12 Architectural | Fire Protection (Material)

TO:	St. Francis, MN (City of) 23340 Cree Street NW St. Francis, Minnesota 55070	FROM:	Stahl Construction Company 861 E. Hennepin Avenue, Suite 200 Minneapolis, Minnesota 55414
PCO NUMBER/REVISION:	015 / 0	CONTRACT:	4020-10 - St. Francis City Hall & Fire Station-Material
REQUEST RECEIVED FROM:		CREATED BY:	Ryan Byrne (Stahl Construction Company)
STATUS:	Pending - In Review	CREATED DATE:	6/11/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	(\$11,598.00)

POTENTIAL CHANGE ORDER TITLE: PR12 Architectural | Fire Protection (Material)

CHANGE REASON: Design Development

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

CE #028 - PR12 Architectural | Fire Protection (Material)

PR12:

Updating the sprinkler system in the apparatus bay from a dry system to wet.
Omitting backlighting on the East and West elevation of the building

ATTACHMENTS:

[Change order No. 001 SFCH&FS 6-10-24.pdf](#) , [Breth Zen-Zen.pdf](#) , [AJ Moore.pdf](#) , [PR-12 St. Francis.pdf](#)

#	Budget Code	Description	Amount
1	10-1400-__-.S Signage.SUBCONTRACT		\$(9,529.00)
2	26-0000-__-.S Electrical / Low Voltage.SUBCONTRACT		\$(69.00)
3	21-0000-__-.S Fire Suppression.SUBCONTRACT		\$(2,000.00)
Subtotal:			\$(11,598.00)
Fee (0.00% Applies to all line item types.):			\$0.00
Grand Total:			\$(11,598.00)

Ginnie Schneider (Brunton Architects & Engineers, Inc.)

St. Francis, MN (City of)

23340 Cree Street NW
St. Francis, Minnesota 55070

Stahl Construction Company

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

DocuSigned by:

Virginia Schneider
6/19/2024 | 11:32 AM CDT

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SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
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Change Order Request #001 - St. Francis City Hall & Fire Station, St. Francis, MN
 Dated 06/10/24 Signation Sign Group, 7624 Boone Avenue N., #100, Brooklyn Park, MN 55428 - Doug Glienke (763) 450-9941

Sheet 1 of 1

ITEM	Drawings Dated	Bid/Unit	Qty	Total this Item	Comments / Qualifications
1 Deduct		\$6,838	1	\$6,838	Change LED halo illuminated letters to non-illuminated cast aluminum letters. 1 set each: 18" high "CITY OF" & 24" high "ST. FRANCIS"
2 Deduct		\$2,691	1	\$2,691	Change LED halo illuminated letters to non-illuminated cast aluminum letters. 1 set: 18" high "ST. FRANCIS FIRE"
s Deduct		\$1,420	1	\$1,420	Installation deduct.

\$75,961 Original Contract dated 10/24/23
~~\$10,949~~ **Deduct Change Order #1**
\$65,012 New Contract Amount

General Qualifications

Price includes shop drawings for approval, manufacturing, installation and tax.

Lead-time: 5-6 weeks from final approval.

Terms: 0 down, net 30 days from completion.

Thank you, Doug Glienke
 Ph: 763-450-9941
 Fx: 763-561-1004
 Email: dglienke@ssgix.com
 Web: www.ssgix.com

Approved x _____
 Date x _____



MANKATO
225 BELGRADE AVE
NORTH MANKATO, MN 56003

MINNEAPOLIS
1040 SIXTH ST SOUTH
HOPKINS, MN 55343

ROPOSAL REQUEST 12 (PR-12)

ISSUE DATE: 6-11-2024

PROJECT NAME: St. Francis Fire & City Hall

PROJECT NUMBER: 22455-1

ARCHITECT: Brunton Architects & Engineers
225 Belgrade Avenue
North Mankato, MN 56003

**CONSTRUCTION
MANAGER:** Stahl Construction
861 Hennepin Avenue
Suite 200
Minneapolis, MN 55414

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

DESCRIPTION

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within fourteen (14) calendar days or notify the Owner and Architect in writing of the anticipated date of submission.

1. CHANGES TO SPECIFICATIONS

- A. Section 21 0500 – Common Work Results for Fire Suppression
 - 1. 1.01 A Revise note to read: Wet Sprinkler system to serve all areas of building.
 - 2. 1.01 B Remove note related to dry sprinkler system.
- B. Section 21 1330 – Fire Suppression Sprinklers
 - 1. 1.01 B Remove note related to dry-pipe sprinkler system.
 - 2. 2.02 A Revise note 1 to read: Provide wet type sprinklers in the entire building.
 - 3. 2.03 D Remove note related to dry sprinklers.
 - 4. 2.04 B Remove paragraph related to dry pipe sprinkler alarm valve.

2. CHANGES TO ARCHITECTURAL DOCUMENTS

A. Sheet A2-11 Exterior Elevations

1. Detail 5, "CITY OF ST. FRANCIS" sign, remove note "halo lit with white LED's".
2. Detail 6, "ST. FRANCIS FIRE" sign, remove note "halo lit with red LED's".

3. CHANGES TO ELECTRICAL DOCUMENTS

A. Sheet E1-22 Second Floor Plan - Lighting

1. Remove keynotes 2 and 3, and associated J-boxes, for lit signage to be removed at west entry and east apparatus bay walls.

END OF PROPOSAL REQUEST 12 (PR-12)



PH: 507.386.7996 FAX: 507.386.7992

bruntonarchitects.com



PCO #016

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

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

Prime Contract Potential Change Order #016: Temporary Disconnect (Material)

TO:	St. Francis, MN (City of) 23340 Cree Street NW St. Francis, Minnesota 55070	FROM:	Stahl Construction Company 861 E. Hennepin Avenue, Suite 200 Minneapolis, Minnesota 55414
PCO NUMBER/REVISION:	016 / 0	CONTRACT:	4020-10 - St. Francis City Hall & Fire Station-Material
REQUEST RECEIVED FROM:		CREATED BY:	Ryan Byrne (Stahl Construction Company)
STATUS:	Pending - In Review	CREATED DATE:	6/19/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$11,256.45

POTENTIAL CHANGE ORDER TITLE: Temporary Disconnect (Material)

CHANGE REASON: Allowance

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

CE #027 - Temporary Disconnects for Building

Supply and install temporary disconnects for the building due to the delay in the permanent disconnects.

ATTACHMENTS:

[CO#11 Disconnect house power material list.pdf](#) , [_AJ Moore.pdf](#) , [_AJ Moore Backup.pdf](#)

#	Budget Code	Description	Amount
1	26-0000- .S Electrical / Low Voltage.SUBCONTRACT		\$11,145.00
Subtotal:			\$11,145.00
Fee (1.00% Applies to all line item types.):			\$111.45
Grand Total:			\$11,256.45

Ginnie Schneider (Brunton Architects & Engineers, Inc.)

St. Francis, MN (City of)

23340 Cree Street NW

St. Francis, Minnesota 55070

Stahl Construction Company

861 E. Hennepin Avenue, Suite 200

Minneapolis, Minnesota 55414

DocuSigned by:

Virginia Schneider

6/19/2024 | 11:33 AM CDT

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SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
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PCO #017

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

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

Prime Contract Potential Change Order #017: PR12 Architectural | Fire Protection (Labor)

TO:	St. Francis, MN (City of) 23340 Cree Street NW St. Francis, Minnesota 55070	FROM:	Stahl Construction Company 861 E. Hennepin Avenue, Suite 200 Minneapolis, Minnesota 55414
PCO NUMBER/REVISION:	017 / 0	CONTRACT:	4020- - St. Francis City Hall & Fire Station
REQUEST RECEIVED FROM:		CREATED BY:	Ryan Byrne (Stahl Construction Company)
STATUS:	Pending - In Review	CREATED DATE:	6/11/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	(\$1,934.00)

POTENTIAL CHANGE ORDER TITLE: PR12 Architectural | Fire Protection (Labor)

CHANGE REASON: Design Development

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

CE #037 - PR12 Architectural | Fire Protection (Labor)

PR12:

Updating the sprinkler system in the apparatus bay from a dry system to wet.
 Omitting backlighting on the East and West elevation of the building

ATTACHMENTS:

[Change order No. 001 SFCH&FS 6-10-24.pdf](#) , [_PR-12 St. Francis.pdf](#) , [_Apperatus Bay Wet Sysytem Credit.pdf](#) , [_AJ Moore.pdf](#)

#	Budget Code	Description	Amount
1	10-1400-__-.S Signage.SUBCONTRACT		\$(1,420.00)
2	26-0000-__-.S DEMO.Electrical/Low Voltage.SUBCONTRACT		\$(314.00)
3	21-0000-__-.S Fire Suppression.SUBCONTRACT		\$(200.00)
Subtotal:			\$(1,934.00)
GC Fee 5% (0.00% Applies to all line item types.):			\$0.00
Grand Total:			\$(1,934.00)

Ginnie Schneider (Brunton Architects & Engineers, Inc.)

St. Francis, MN (City of)

23340 Cree Street NW
 St. Francis, Minnesota 55070

Stahl Construction Company

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

DocuSigned by:

 6/12/2024 | 11:33 AM CDT
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SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____

Change Order Request #001 - St. Francis City Hall & Fire Station, St. Francis, MN
Dated 06/10/24 Signation Sign Group, 7624 Boone Avenue N., #100, Brooklyn Park, MN 55428 - Doug Glienke (763) 450-9941

Sheet 1 of 1

ITEM	Drawings Dated	Bid/Unit	Qty	Total this Item	Comments / Qualifications
1 West Elevation Letters Deduct		\$6,838	1	\$6,838	Change LED halo illuminated letters to non-illuminated cast aluminum letters. 1 set each: 18" high "CITY OF" & 24" high "ST. FRANCIS"
2 East Elevation Letters Deduct		\$2,691	1	\$2,691	Change LED halo illuminated letters to non-illuminated cast aluminum letters. 1 set: 18" high "ST. FRANCIS FIRE"
s Installation Deduct		\$1,420	1	\$1,420	Installation deduct.

\$75,961 Original Contract dated 10/24/23
~~\$10,949~~ **Deduct Change Order #1**
\$65,012 New Contract Amount

General Qualifications

Price includes shop drawings for approval, manufacturing, installation and tax.

Lead-time: 5-6 weeks from final approval.

Terms: 0 down, net 30 days from completion.

Approved x _____
 Date x _____

Thank you, Doug Glienke
 Ph: 763-450-9941
 Fx: 763-561-1004
 Email: dglienke@ssgix.com
 Web: www.ssgix.com



PCO #018

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

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

Prime Contract Potential Change Order #018: Temporary Disconnect (Labor)

Table with 4 columns: Field Name, Value, Field Name, Value. Includes TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, PRIME CONTRACT CHANGE ORDER, FIELD CHANGE, LOCATION, ACCOUNTING METHOD, SCHEDULE IMPACT, PAID IN FULL, EXECUTED, SIGNED CHANGE ORDER RECEIVED DATE, TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: Temporary Disconnect (Labor)

CHANGE REASON: Allowance

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

CE #035 - Temporary Disconnects for Building

Supply and install temporary disconnects for the building due to the delay in the permanent disconnects.

ATTACHMENTS:

AJ Moore Backup.pdf , AJ Moore.pdf

Table with 4 columns: #, Budget Code, Description, Amount. Includes line item 1 for Temporary Disconnect Labor and summary rows for Subtotal, GC Fee, and Grand Total.

Ginnie Schneider (Brunton Architects & Engineers, Inc.)

St. Francis, MN (City of)

Stahl Construction Company

23340 Cree Street NW
St. Francis, Minnesota 55070

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

DocuSigned by:

Virginia Schneider
8/19/2024 | 11:33 AM CDT

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Darcy Mulvihill, Finance Director
Natalie Santillo, Accounting Tech/Deputy Clerk
SUBJECT: Payment of Claims
DATE: July 1st, 2024

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$98,068.20 plus any additional bills that are handed out at council meeting.

- Other Payments to be approved:
Debt service payments -N/A
Direct Transfers from Previous Month-N/A
Credit Card Payment- N/A
Manual Checks- N/A

ACTION TO BE CONSIDERED:

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

BUDGET IMPLICATION:

City bills

Attachments:

- 07-01-2024 Packet List-\$98,068.20

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 07/02/2024 - 07/02/2024

POSTED AND UNPOSTED
OPEN

Agenda Item # 4G.

Invoice Number	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inv Ref #	GL Distribution	Entered By			Units	Quantity	Post Date
Inventory							Unit Price
Vendor 3998 - ABDO							
492171							
00036440	ABDO	06/20/2024		900.00	900.00	Open	N
	OSA REPORT		DMULVIHILL				07/01/2024
	101-41540-40301		AUDITING AND ACCTG SERVICES	900.00		1.00	900.00
Total Vendor 3998 - ABDO					<u>900.00</u>	<u>900.00</u>	
Vendor 3811 - ANOKA COUNTY TREASURY							
B240618P							
00036447	ANOKA COUNTY TREASURY	06/18/2024		225.00	225.00	Open	N
	BROADBAND		NSANTILLO				07/01/2024
	101-42110-40321		TELEPHONE	37.50		1.00	37.50
	101-42210-40321		TELEPHONE	37.50		1.00	37.50
	101-43100-40321		TELEPHONE	37.50		1.00	37.50
	101-45200-40321		TELEPHONE	37.50		1.00	37.50
	601-49440-40321		TELEPHONE	37.50		1.00	37.50
	602-49490-40321		TELEPHONE	37.50		1.00	37.50
Total Vendor 3811 - ANOKA COUNTY TREASURY					<u>225.00</u>	<u>225.00</u>	
Vendor 7912 - AQUAFIX, INC.							
IN013484							
00036303	AQUAFIX, INC.	06/17/2024		2,382.65	2,382.65	Open	N
	AQUABAC XT		DMULVIHILL				07/01/2024
	602-49490-40216		CHEMICALS	2,382.65		1.00	2,382.65
Total Vendor 7912 - AQUAFIX, INC.					<u>2,382.65</u>	<u>2,382.65</u>	
Vendor 2591 - ASPEN MILLS							
334738							
00036301	ASPEN MILLS	06/17/2024		304.50	304.50	Open	N
	UNIFORMS-M TROYE		DMULVIHILL				07/01/2024
	101-42210-40437		UNIFORMS	304.50		1.00	304.50
Total Vendor 2591 - ASPEN MILLS					<u>304.50</u>	<u>304.50</u>	
Vendor 42 - BARNA, GUZY & STEFFEN							

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 07/02/2024 - 07/02/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4G.

Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inventory	GL Distribution	Entered By			Units	Quantity	Post Date
							Unit Price
Vendor 42 - BARNA, GUZY & STEFFEN							
283479							
00036293	BARNA, GUZY & STEFFEN	05/31/2024		90.00	90.00	Open	N
	BRIDGE STREET PURCHASE	NSANTILLO					07/01/2024
	101-41600-40304	CIVIL LEGAL FEES		90.00		1.00	90.00
283478							
00036294	BARNA, GUZY & STEFFEN	05/31/2024		210.00	210.00	Open	N
	LAKETOWN HOMES LLC	NSANTILLO					07/01/2024
	803-00000-22043	ESC-LAKETOWN (RIVERS EDGE)		210.00		1.00	210.00
283449							
00036295	BARNA, GUZY & STEFFEN	05/31/2024		2,015.00	2,015.00	Open	N
	MUNICIPAL	NSANTILLO					07/01/2024
	101-41600-40304	MUNICIPAL		2,015.00		1.00	2,015.00
283450							
00036296	BARNA, GUZY & STEFFEN	05/31/2024		5,300.00	5,300.00	Open	N
	PROSECUTION/RETAINER FILE	NSANTILLO					07/01/2024
	101-41600-40312	CRIMINAL LEGAL FEES		5,300.00		1.00	5,300.00
283451							
00036297	BARNA, GUZY & STEFFEN	05/31/2024		364.00	364.00	Open	N
	GENERAL LABOR	NSANTILLO					07/01/2024
	101-41600-40304	GENERAL LABOR		364.00		1.00	364.00
283452							
00036298	BARNA, GUZY & STEFFEN	05/31/2024		6,837.00	6,837.00	Open	N
	COMMUNITY DEVELOPMENT	NSANTILLO					07/01/2024
	101-41600-40304	COMMUNITY DEVELOPMENT		6,837.00		1.00	6,837.00
283453							
00036299	BARNA, GUZY & STEFFEN	05/31/2024		1,080.00	1,080.00	Open	N
	MISC/NON-RETAINER	NSANTILLO					07/01/2024
	101-41600-40304	MISC/NON-RETAINER		1,080.00		1.00	1,080.00
Total Vendor 42 - BARNA, GUZY & STEFFEN					15,896.00	15,896.00	
Vendor 53 - BELLBOY CORPORATION BAR SUPPLY							
0204020500							
00036305	BELLBOY CORPORATION BAR SUPPLY	06/18/2024		1,419.40	1,419.40	Open	N
	LIQUOR	CBUSKEY					06/18/2024
	609-49751-40206	FREIGHT		26.40		1.00	26.40
	609-49751-40251	LIQUOR		1,393.00		1.00	1,393.00

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
Vendor 53 - BELLBOY CORPORATION BAR SUPPLY							
0108513900							
00036306	BELLBOY CORPORATION BAR SUPPLY	06/18/2024		90.41	90.41	Open	N
	MISC		CBUSKEY				06/18/2024
	609-49751-40206	FREIGHT		6.41		1.00	6.41
	609-49751-40254	MISCELLANEOUS MERCHANDISE		84.00		1.00	84.00
Total Vendor 53 - BELLBOY CORPORATION BAR SUPPLY				1,509.81	1,509.81		
Vendor 7244 - BREAKTHRU BEVERAGE							
116401670							
00036320	BREAKTHRU BEVERAGE	06/21/2024		1,714.80	1,714.80	Open	N
	LIQUOR		CBUSKEY				06/21/2024
	609-49751-40206	FREIGHT		34.80		1.00	34.80
	609-49751-40251	LIQUOR		1,680.00		1.00	1,680.00
Total Vendor 7244 - BREAKTHRU BEVERAGE				1,714.80	1,714.80		
Vendor 7779 - CAPITOL BEVERAGE SALES, L.P							
3001100							
00036457	CAPITOL BEVERAGE SALES, L.P	06/25/2024		225.50	225.50	Open	N
	LIQUOR/BEER		CBUSKEY				06/25/2024
	609-49751-40252	BEER		72.00		1.00	72.00
	609-49751-40251	LIQUOR		153.50		1.00	153.50
Total Vendor 7779 - CAPITOL BEVERAGE SALES, L.P				225.50	225.50		
Vendor 8014 - CORE & MAIN LP							
V030357							
00036287	CORE & MAIN LP	06/07/2024		2,322.39	2,322.39	Open	N
	PROJECT MAINTENANCE		NSANTILLO				07/01/2024
	601-49440-40500	CAPITAL OUTLAY		2,322.39		1.00	2,322.39
V030645							
00036288	CORE & MAIN LP	06/10/2024		1,124.00	1,124.00	Open	N
	COLD PATCH		NSANTILLO				07/01/2024
	405-43100-40441	MISCELLANEOUS		1,124.00		1.00	1,124.00
V034469							
00036289	CORE & MAIN LP	06/07/2024		1,384.90	1,384.90	Open	N
	PROJECT MAINTENANCE		NSANTILLO				07/01/2024
	601-49440-40500	CAPITAL OUTLAY		1,384.90		1.00	1,384.90

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Inv Ref #	GL Distribution	Entered By			Units	Quantity	Post Date
Inventory							Unit Price
Vendor 8014 - CORE & MAIN LP							
V013163							
00036291	CORE & MAIN LP	06/05/2024		1,751.32	1,751.32	Open	N
	PROJECT SUPPLIES	NSANTILLO					07/01/2024
	601-49440-40500	CAPITAL OUTLAY		1,751.32		1.00	1,751.32
Total Vendor 8014 - CORE & MAIN LP				6,582.61	6,582.61		
Vendor 4854 - CRYSTAL SPRINGS ICE							
1004993							
00036284	CRYSTAL SPRINGS ICE	06/17/2024		96.71	96.71	Open	N
	MISC	CBUSKEY					07/01/2024
	609-49751-40206	FREIGHT		4.00		1.00	4.00
	609-49751-40254	MISCELLANEOUS MERCHANDISE		92.71		1.00	92.71
1005045							
00036318	CRYSTAL SPRINGS ICE	06/21/2024		240.80	240.80	Open	N
	MISC	CBUSKEY					06/21/2024
	609-49751-40254	MISCELLANEOUS MERCHANDISE		240.80		1.00	240.80
1005063							
00036456	CRYSTAL SPRINGS ICE	06/24/2024		118.00	118.00	Open	N
	MISC	CBUSKEY					06/24/2024
	609-49751-40206	FREIGHT		4.00		1.00	4.00
	609-49751-40254	MISCELLANEOUS MERCHANDISE		114.00		1.00	114.00
Total Vendor 4854 - CRYSTAL SPRINGS ICE				455.51	455.51		
Vendor 91 - DAHLHEIMER DIST. CO. INC							
2209693							
00036310	DAHLHEIMER DIST. CO. INC	06/19/2024		15,197.99	15,197.99	Open	N
	BEER/LIQUOR/MISC	CBUSKEY					06/19/2024
	609-49751-40254	MISCELLANEOUS MERCHANDISE		314.00		1.00	314.00
	609-49751-40251	LIQUOR		940.00		1.00	940.00
	609-49751-40252	BEER		13,943.99		1.00	13,943.99
Total Vendor 91 - DAHLHEIMER DIST. CO. INC				15,197.99	15,197.99		
Vendor CD-REFUND - DIANNA LUSIAN							

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price	
Vendor CD-REFUND - DIANNA LUSIAN								
.06202024								
00036444	DIANNA LUSIAN	06/20/2024			60.00	60.00	Open	N
	PARK RESERVATION REFUND	DMULVIHILL						07/01/2024
	225-00000-34730	PARK RENTAL			60.00		1.00	60.00
Total Vendor CD-REFUND - DIANNA LUSIAN					60.00	60.00		
Vendor 1129 - E.H. RENNER								
8327								
00036317	E.H. RENNER	06/20/2024			600.00	600.00	Open	N
	2024 INSPECTION	NSANTILLO						07/01/2024
	602-49490-40229	PROJECT MAINTENANCE			300.00		1.00	300.00
	601-49440-40229	PROJECT MAINTENANCE			300.00		1.00	300.00
Total Vendor 1129 - E.H. RENNER					600.00	600.00		
Vendor 107 - ECM PUBLISHERS, INC								
1002419								
00036448	ECM PUBLISHERS, INC	06/07/2024			838.50	838.50	Open	N
	2023 FINANCIAL STATEMENT	NSANTILLO						07/01/2024
	101-41400-40352	GENERAL PUBLISHING			838.50		1.00	838.50
Total Vendor 107 - ECM PUBLISHERS, INC					838.50	838.50		
Vendor 545 - ELITE SANITATION								
30731								
00036446	ELITE SANITATION	06/21/2024			1,082.00	1,082.00	Open	N
	PORTABLE RENTAL 5/26-6/22/2024	NSANTILLO						07/01/2024
	101-45200-40402	JANITORIAL SERVICE			1,082.00		1.00	1,082.00
Total Vendor 545 - ELITE SANITATION					1,082.00	1,082.00		
Vendor CD-REFUND - FAIRFAX ASPHALT								
06/24/2024								
00036321	FAIRFAX ASPHALT	06/24/2024	07/01/2024		250.00	250.00	Open	N
	Check Request For Escrow: E2024-0018	DMULVIHILL						07/01/2024
	803-00000-20200	E2024-0018 - P2024-00193			250.00		1.00	250.00
Total Vendor CD-REFUND - FAIRFAX ASPHALT					250.00	250.00		

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Inventory					Units	Quantity	Unit Price
Vendor CD-REFUND - FAIRFAX ASPHALT							
Vendor 3447 - FERGUSON WATERWORKS							
0530952							
00036445	FERGUSON WATERWORKS PROJECT SUPPLIES 601-49440-40259	06/12/2024 NSANTILLO WATER METERS		338.16 338.16	338.16	Open	N 07/01/2024 338.16
WL006044							
00036458	FERGUSON WATERWORKS METER ACCOUNT SUPPLIES 601-49440-40259	06/14/2024 NSANTILLO WATER METERS		6,312.50 6,312.50	6,312.50	Open	N 07/01/2024 6,312.50
Total Vendor 3447 - FERGUSON WATERWORKS				6,650.66	6,650.66		
Vendor 113 - FERRELLGAS, LP							
RN10400554							
00036454	FERRELLGAS, LP PROPANE 101-43100-40218	05/24/2024 JSHOOK EQUIPMENT MAINTENANCE		12.00 12.00	12.00	Open	N 07/01/2024 12.00
Total Vendor 113 - FERRELLGAS, LP				12.00	12.00		
Vendor 10713 - GOERS, ZACHARY							
.06182024							
00036300	GOERS, ZACHARY TRAINING SUPPLIES REIMBURSEMENT 101-42210-40208	05/29/2024 NSANTILLO TRAINING SUPPLIES REIMBURSEMENT		14.38 14.38	14.38	Open	N 07/01/2024 14.38
Total Vendor 10713 - GOERS, ZACHARY				14.38	14.38		
Vendor 4691 - GRANITE CITY JOBBING CO							
395462							
00036285	GRANITE CITY JOBBING CO TOBACCO/MISC 609-49751-40206 609-49751-40254 609-49751-40256	06/18/2024 CBUSKEY FREIGHT MISCELLANEOUS MERCHANDISE TOBACCO PRODUCTS		4,030.74 10.00 41.42 3,979.32	4,030.74	Open	N 06/18/2024 10.00 41.42 3,979.32
Total Vendor 4691 - GRANITE CITY JOBBING CO				4,030.74	4,030.74		

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
Vendor 1145 - HACH COMPANY							
14079169							
00036431	HACH COMPANY	06/21/2024		207.62	207.62	Open	N
	CHEMICALS	NSANTILLO					07/01/2024
	602-49490-40216	CHEMICALS		207.62		1.00	207.62
Total Vendor 1145 - HACH COMPANY				207.62	207.62		
Vendor 1175 - HAWKINS, INC							
6783821							
00036302	HAWKINS, INC	06/15/2024		10.00	10.00	Open	N
	CYLINDER	DMULVIHILL					07/01/2024
	601-49440-40101	FULL-TIME SALARIES		10.00		1.00	10.00
6784256							
00036304	HAWKINS, INC	06/15/2024		10.00	10.00	Open	N
	CYLINDER	DMULVIHILL					07/01/2024
	601-49440-40216	CHEMICALS		10.00		1.00	10.00
Total Vendor 1175 - HAWKINS, INC				20.00	20.00		
Vendor 4873 - INNOVATIVE OFFICE SOLUTIONS, LLC							
IN4572331							
00036466	INNOVATIVE OFFICE SOLUTIONS, LLC	06/26/2024		131.13	131.13	Open	N
	OFFICE SUPPLIES	NSANTILLO					07/01/2024
	101-42110-40200	OFFICE SUPPLIES		131.13		1.00	131.13
Total Vendor 4873 - INNOVATIVE OFFICE SOLUTIONS, LLC				131.13	131.13		
Vendor 10476 - IUOE LOCAL #49							
.07012024							
00036450	IUOE LOCAL #49	07/01/2024		306.00	306.00	Open	N
	JULY UNION DUES	NSANTILLO					07/01/2024
	101-00000-21707	UNION DUES		306.00		1.00	306.00
Total Vendor 10476 - IUOE LOCAL #49				306.00	306.00		
Vendor 154 - JOHNSON BROTHERS							

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Inv Ref #	GL Distribution	Entered By			Units	Quantity	Post Date
Inventory							Unit Price
Vendor 154 - JOHNSON BROTHERS							
25655997							
00036315	JOHNSON BROTHERS	06/20/2024		2,074.97	2,074.97	Open	N
	LIQUOR		CBUSKEY				06/20/2024
	609-49751-40206	FREIGHT		29.12		1.00	29.12
	609-49751-40251	LIQUOR		2,045.85		1.00	2,045.85
2565598							
00036316	JOHNSON BROTHERS	06/20/2024		314.11	314.11	Open	N
	WINE		CBUSKEY				06/20/2024
	609-49751-40206	FREIGHT		5.46		1.00	5.46
	609-49751-40253	WINE		308.65		1.00	308.65
Total Vendor 154 - JOHNSON BROTHERS					<u>2,389.08</u>	<u>2,389.08</u>	
Vendor 10715 - KARIN ANDERSON GRANTWRITING							
2069							
00036463	KARIN ANDERSON GRANTWRITING	06/18/2024		500.00	500.00	Open	N
	MN ARMER RADIO GRANT		NSANTILLO				07/01/2024
Total Vendor 10715 - KARIN ANDERSON GRANTWRITING					<u>500.00</u>	<u>500.00</u>	
Vendor 3135 - LAW ENFORCEMENT LABOR SVCS.							
.07012024							
00036451	LAW ENFORCEMENT LABOR SVCS.	07/01/2024		634.50	634.50	Open	N
	OFFICER UNION DUES - JULY 2024		NSANTILLO				07/01/2024
	101-00000-21707	UNION DUES		634.50		1.00	634.50
.07012024-1							
00036452	LAW ENFORCEMENT LABOR SVCS.	07/01/2024		70.50	70.50	Open	N
	SGT UNION DUES - JULY 2024		NSANTILLO				07/01/2024
	101-00000-21707	UNION DUES		70.50		1.00	70.50
Total Vendor 3135 - LAW ENFORCEMENT LABOR SVCS.					<u>705.00</u>	<u>705.00</u>	
Vendor 10714 - MACLEAN ENTERPRISES - DBA UNDERFENCE							
1516							
00036455	MACLEAN ENTERPRISES - DBA UNDERFENC	06/18/2024		6,576.00	6,576.00	Open	N
	UNDERFENCE 16"		NSANTILLO				07/01/2024
Total Vendor 10714 - MACLEAN ENTERPRISES - DBA UNDERFENCE					<u>6,576.00</u>	<u>6,576.00</u>	
Vendor 202 - MCDONALD DIST CO							

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Inventory							Unit Price
Vendor 202 - MCDONALD DIST CO							
753537							
00036308	MCDONALD DIST CO BEER 609-49751-40252	06/19/2024 CBUSKEY BEER		(204.00)	(204.00)	Open	N 06/19/2024 (204.00)
753538							
00036309	MCDONALD DIST CO BEER/MISC 609-49751-40254 609-49751-40252	06/19/2024 CBUSKEY MISCELLANEOUS MERCHANDISE BEER		4,489.90 78.00 4,411.90	4,489.90	Open	N 06/19/2024 78.00 4,411.90
754036							
00036319	MCDONALD DIST CO BEER 609-49751-40252	06/21/2024 CBUSKEY BEER		136.00 136.00	136.00	Open	N 06/21/2024 136.00
754656							
00036467	MCDONALD DIST CO LIQUOR 609-49751-40251	06/26/2024 CBUSKEY LIQUOR		1,120.00 1,120.00	1,120.00	Open	N 06/26/2024 1,120.00
754622							
00036468	MCDONALD DIST CO BEER 609-49751-40252	06/26/2024 CBUSKEY BEER		(366.21) (366.21)	(366.21)	Open	N 06/26/2024 (366.21)
754618							
00036469	MCDONALD DIST CO BEER 609-49751-40252	06/26/2024 CBUSKEY BEER		6,665.45 6,665.45	6,665.45	Open	N 06/26/2024 6,665.45
Total Vendor 202 - MCDONALD DIST CO					11,841.14	11,841.14	
Vendor 176 - MED-COMPASS, INC							
45643							
00036286	MED-COMPASS, INC ANNUAL HEARING TESTS 601-49440-40441 602-49490-40441 101-45200-40441 101-43100-40441	06/22/2024 NSANTILLO MISCELLANEOUS MISCELLANEOUS MISCELLANEOUS MISCELLANEOUS		1,300.00 325.00 325.00 325.00 325.00	1,300.00	Open	N 07/01/2024 325.00 325.00 325.00 325.00
Total Vendor 176 - MED-COMPASS, INC					1,300.00	1,300.00	

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Inv Ref #	GL Distribution	Entered By			Units	Quantity	Unit Price
Vendor 176 - MED-COMPASS, INC							
Vendor 8750 - MINNESOTA BOBS							
1027							
00036464	MINNESOTA BOBS SFFD UNIFORMS	06/25/2024 NSANTILLO		1,539.40	1,539.40	open	N 07/01/2024
Total Vendor 8750 - MINNESOTA BOBS				1,539.40	1,539.40		
Vendor 8083 - MINNESOTA RURAL WATER ASSOCIAT							
.06172024							
00036465	MINNESOTA RURAL WATER ASSOCIAT MEMBERSHIP AUGUST 2024 TO JULY 2025	06/17/2024 DMULVIHILL		400.00	400.00	open	N 07/01/2024
	602-49490-40433	DUES AND SUBSCRIPTIONS		200.00		1.00	200.00
	601-49440-40433	DUES AND SUBSCRIPTIONS		200.00		1.00	200.00
Total Vendor 8083 - MINNESOTA RURAL WATER ASSOCIAT				400.00	400.00		
Vendor 4745 - MN NCPERS LIFE INSURANCE							
733400072024							
00036292	MN NCPERS LIFE INSURANCE INSURANCE PREMIUM 7/1/24-7/31/24	06/01/2024 NSANTILLO		128.00	128.00	open	N 07/01/2024
	101-00000-21713	MN LIFE		128.00		1.00	128.00
Total Vendor 4745 - MN NCPERS LIFE INSURANCE				128.00	128.00		
Vendor 4523 - NORTH METRO TREE SERVICE INC							
06132024							
00036453	NORTH METRO TREE SERVICE INC TRAIL TREE CUTTING	06/13/2024 JSHOOK		1,390.00	1,390.00	open	N 07/01/2024
	101-45200-40311	CONTRACT		1,390.00		1.00	1,390.00
Total Vendor 4523 - NORTH METRO TREE SERVICE INC				1,390.00	1,390.00		
Vendor 3753 - PAUSTIS WINE COMPANY							
239390							
00036307	PAUSTIS WINE COMPANY WINE	06/18/2024 CBUSKEY		(133.50)	(133.50)	open	N 06/18/2024
	609-49751-40206	FREIGHT		(1.50)		1.00	(1.50)
	609-49751-40253	WINE		(132.00)		1.00	(132.00)

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Inventory	GL Distribution				Units	Quantity	Unit Price
Vendor 3753 - PAUSTIS WINE COMPANY							
238782							
00036462	PAUSTIS WINE COMPANY	06/25/2024		176.50	176.50	Open	N
	WINE		CBUSKEY				06/25/2024
	609-49751-40206	FREIGHT		1.50		1.00	1.50
	609-49751-40253	WINE		175.00		1.00	175.00
Total Vendor 3753 - PAUSTIS WINE COMPANY					43.00	43.00	
Vendor 214 - PHILLIPS WINE & SPIRITS CO							
6802474							
00036313	PHILLIPS WINE & SPIRITS CO	06/20/2024		8,707.71	8,707.71	Open	N
	LIQUOR		CBUSKEY				06/20/2024
	609-49751-40206	FREIGHT		111.93		1.00	111.93
	609-49751-40251	LIQUOR		8,595.78		1.00	8,595.78
6802475							
00036314	PHILLIPS WINE & SPIRITS CO	06/20/2024		425.16	425.16	Open	N
	WINE		CBUSKEY				06/20/2024
	609-49751-40206	FREIGHT		14.56		1.00	14.56
	609-49751-40253	WINE		410.60		1.00	410.60
Total Vendor 214 - PHILLIPS WINE & SPIRITS CO					9,132.87	9,132.87	
Vendor 9925 - RMB ENVIRONMENTAL LABORATORIES, INC							
B013266							
00036439	RMB ENVIRONMENTAL LABORATORIES, INC	06/24/2024		233.04	233.04	Open	N
	WEEKS 2-4 COOLER 1		DMULVIHILL				07/01/2024
	602-49490-40313	SAMPLE TESTING		233.04		1.00	233.04
B013339							
00036441	RMB ENVIRONMENTAL LABORATORIES, INC	06/20/2024		182.88	182.88	Open	N
	ALL WEEKS COOLER 2		DMULVIHILL				07/01/2024
	602-49490-40313	SAMPLE TESTING		182.88		1.00	182.88
B013175							
00036442	RMB ENVIRONMENTAL LABORATORIES, INC	06/18/2024		607.15	607.15	Open	N
	WEEK 1 COOLER 1		DMULVIHILL				07/01/2024
	602-49490-40313	SAMPLE TESTING		607.15		1.00	607.15

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 07/02/2024 - 07/02/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4G.

Invoice Number	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inv Ref #	GL Distribution	Entered By			Units	Quantity	Unit Price
Vendor 9925 - RMB ENVIRONMENTAL LABORATORIES, INC							
10231988							
00036443	RMB ENVIRONMENTAL LABORATORIES, INC	06/18/2024		233.04	233.04	Open	N
	WEEKS 2-4 COOLER 1		DMULVIHILL				07/01/2024
	602-49490-40313		SAMPLE TESTING	233.04		1.00	233.04
Total Vendor 9925 - RMB ENVIRONMENTAL LABORATORIES, INC				1,256.11	1,256.11		
Vendor 231 - RUSSELL'S LOCK & KEY							
10231989							
00036449	RUSSELL'S LOCK & KEY	06/24/2024		48.00	48.00	Open	N
	KEYS		NSANTILLO				07/01/2024
	101-45200-40441		MISCELLANEOUS	48.00		1.00	48.00
Total Vendor 231 - RUSSELL'S LOCK & KEY				48.00	48.00		
Vendor 863 - THE BERNICK COMPANIES							
10231986							
00036311	THE BERNICK COMPANIES	06/20/2024		699.80	699.80	Open	N
	BEER		CBUSKEY				06/20/2024
	609-49751-40252		BEER	699.80		1.00	699.80
10231985							
00036312	THE BERNICK COMPANIES	06/20/2024		96.90	96.90	Open	N
	THC		CBUSKEY				06/20/2024
	609-49751-40257		THC	96.90		1.00	96.90
Total Vendor 863 - THE BERNICK COMPANIES				796.70	796.70		
Vendor 9559 - TIMESAVER OFF SITE SEC. INC							
10231987							
00036290	TIMESAVER OFF SITE SEC. INC	06/14/2024		413.00	413.00	Open	N
	WORK SESSION MINUTES 5.13.24/COUNCIL MIN		NSANTILLO				07/01/2024
	101-41400-40311		CONTRACT	413.00		1.00	413.00
Total Vendor 9559 - TIMESAVER OFF SITE SEC. INC				413.00	413.00		
Vendor 10641 - UNION HERALD							

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 07/02/2024 - 07/02/2024

POSTED AND UNPOSTED
OPEN

Agenda Item # 4G.

Invoice Number	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inv Ref #	GL Distribution	Entered By			Units	Quantity	Unit Price
Vendor 10641 - UNION HERALD							
41459							
00036459	UNION HERALD	05/31/2024		12.50	12.50	Open	N
	ANOKA COUNTY UNION HERALD - DAILY	NSANTILLO		12.50		1.00	07/01/2024
	101-41400-40441	MISCELLANEOUS					12.50
Total Vendor 10641 - UNION HERALD				12.50	12.50		

# of Invoices:	65	# Due: 65	Totals:	98,771.91	98,771.91
# of Credit Memos:	3	# Due: 3	Totals:	(703.71)	(703.71)
Net of Invoices and Credit Memos:				98,068.20	98,068.20

--- TOTALS BY GL BANK ---
GNCKG

98,068.20

--- TOTALS BY GL DISTRIBUTIONS ---

101-00000-21707	1,011.00
101-00000-21713	128.00
101-41400-40311	413.00
101-41400-40352	838.50
101-41400-40441	12.50
101-41540-40301	900.00
101-41600-40304	10,386.00
101-41600-40312	5,300.00
101-42110-40200	131.13
101-42110-40321	37.50
101-42210-40208	14.38
101-42210-40321	37.50
101-42210-40437	304.50
101-43100-40218	12.00
101-43100-40321	37.50
101-43100-40441	325.00
101-45200-40311	1,390.00
101-45200-40321	37.50
101-45200-40402	1,082.00
101-45200-40441	373.00
225-00000-34730	60.00
405-43100-40441	1,124.00
601-49440-40101	10.00
601-49440-40216	10.00
601-49440-40229	300.00
601-49440-40259	6,650.66

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 07/02/2024 - 07/02/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4G.

Invoice Number	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inv Ref #	Description	Entered By				Post Date
Inventory	GL Distribution			Units	Quantity	Unit Price
	601-49440-40321		37.50			
	601-49440-40433		200.00			
	601-49440-40441		325.00			
	601-49440-40500		5,458.61			
	602-49490-40216		2,590.27			
	602-49490-40229		300.00			
	602-49490-40313		1,256.11			
	602-49490-40321		37.50			
	602-49490-40433		200.00			
	602-49490-40441		325.00			
	609-49751-40206		246.68			
	609-49751-40251		15,928.13			
	609-49751-40252		25,358.93			
	609-49751-40253		762.25			
	609-49751-40254		964.93			
	609-49751-40256		3,979.32			
	609-49751-40257		96.90			
	803-00000-20200		250.00			
	803-00000-22043		210.00			
--- TOTALS BY FUND ---						
	101 GENERAL FUND		22,771.01	22,771.01		
	225 PARK DEDICATION FUND		60.00	60.00		
	405 STREET IMPROVEMENT FUND		1,124.00	1,124.00		
	601 WATER FUND		12,991.77	12,991.77		
	602 SEWER FUND		4,708.88	4,708.88		
	609 LIQUOR FUND		47,337.14	47,337.14		
	803 ESCROW		460.00	460.00		
--- TOTALS BY DEPT/ACTIVITY ---						
	00000 UNASSIGNED		1,659.00	1,659.00		
	41400 ADMINISTRATION		1,264.00	1,264.00		
	41540 AUDITING & ACCOUNTING		900.00	900.00		
	41600 LEGAL		15,686.00	15,686.00		
	42110 POLICE		168.63	168.63		
	42210 FIRE		356.38	356.38		
	43100 STREETS		1,498.50	1,498.50		
	45200 PARKS		2,882.50	2,882.50		
	49440 WATER DEPT		12,991.77	12,991.77		
	49490 SEWER DEPT		4,708.88	4,708.88		
	49751 MERCHANDISE PURCHASES		47,337.14	47,337.14		



CITY COUNCIL AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: City Hall Facility Hours Updated
DATE: July 1, 2024

OVERVIEW:

Following the discussion regarding staffing at the June 24th work session. City Hall hours will be adjusted beginning July 29, 2024 to the following:

Monday through Thursday 7:00 am to 4:30 pm

Friday 7:00 am to 11:00 am

ACTION TO BE CONSIDERED:

Council to approve the updated City Hall hours



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Paul Carpenter, Public Works Director
SUBJECT: **City of St. Francis Outlot Rain Garden Project**
DATE: July 1, 2024

OVERVIEW:

The City of St. Francis continues to work with the Anoka Conservation District in 2024 to construct a curb cut Rain Garden in an outlot owned by the City located on 225th LN NW. Curb cut rain gardens are a cost-effective stormwater practice capable of providing infiltration and capturing pollutants before they reach the river. The partnership to install this rain garden will hopefully generate interest to install more of these in locations owned by St. Francis residents.

ACTION TO BE CONSIDERED:

Council to approve the Grant Agreement for the Project installation, operation, and maintenance.

BUDGET IMPLICATION:

None. The Natural Resource Improvement Grant covers 100% of the project costs.

Attachments:

Natural Resource Improvement Grant Agreement for Project Installation, Operation, and Maintenance

Natural Resource Improvement Grant Agreement for Project Installation, Operation and Maintenance

Project Owner and Location:

Name	Address	Phone	Email
City of St. Francis Attn: Paul Carpenter, Public Works Director	23340 Cree St NW St. Francis, MN 55070	763-235-2304	pcarpenter@stfrancismn.org

Project Location:

Address	Watershed
City outlot immediately east of 3840 225 th Lane NW	Upper Rum River

THIS AGREEMENT is made and entered into by and between the City of St. Francis (“OWNER”) and the Anoka Conservation District, a Minnesota Special Purpose Unit of Government with powers set forth in Minnesota Statutes 103C (“ACD”).

WITNESSETH:

WHEREAS, Owners own property located east of 3840 225th Lane and adjacent to that address (Project Location); and

WHEREAS, Owner and ACD have a mutual interest in natural resources improvement or protection, specifically including improving the quality and reducing the volume of stormwater runoff to the Rum River; and

WHEREAS, the Owner has applied to the ACD for at Natural Resource Improvement Grant, and the ACD Board has approved to install a curb cut rain garden (Project) ;

WHEREAS, the Owner wishes to accept the Natural Resources Improvement Grant, comply with ACD grant policies, install the project, and provide ongoing maintenance for the project life;

NOW, THEREFORE, in consideration of mutual covenants herein, Owner and ACD agree as follows:

1. **Responsibilities**
 - 1.1. Responsibilities of the parties are summarized in Exhibit A (Statement of Work), Exhibit B (Operations and Maintenance Guidelines), and Exhibit C (Project Design).
2. **Project Effective Life**
 - 2.1. The Project Effective Life is the period during which the Project is expected to function and achieve natural resource goals and during which the owner is expected to perform Project operations and maintenance. The Effective Life for this Project is 10 years after the Project Completion Date.
3. **Project Completion Date**
 - 3.1. Project will be installed by the date specified in the Scope of Work. Expenses after that date are not eligible for grant payment or as grant match unless approved by ACD.
 - 3.2. Project Completion Date, for the purpose of determining the start date of the Project Effective Life, will be evidenced by a Project Close Out form signed by ACD.
4. **Term**
 - 4.1. This Agreement shall commence when executed by both parties.
 - 4.2. This Agreement shall remain in effect during the Effective Life of the Project.

- 4.3. ACD may terminate this Agreement with seven days notice in the event of insufficient funds, factors that ACD deems compromise the Project's cost effectiveness toward public benefits, or for other reasons at the ACD's sole discretion.
- 4.4. The Owner may terminate this Agreement with seven days notice. The Owner is responsible for their portion of costs, as described in Exhibit A (Statement of Work), incurred through the date of cancellation and additional costs to complete work started but not completed prior to cancellation.
- 5. **Grant Payments**
 - 5.1. ACD will issue grant payments for eligible Project expenses as described in Exhibit A (Statement of Work). The manner in which payments will be made is:
 - 5.1.1. **Direct payment:** ACD will directly pay invoices for eligible Project expenses to contractors or vendors.
- 6. **Owner Payments**
 - 6.1. Owner will issue payments to ACD as follows:
 - 6.1.1. None. The Owner is not responsible for payments to cover project costs.
- 7. **Project Financial Management**
 - 7.1. ACD and the construction contractor may execute change orders as necessary.
 - 7.2. Expenses for ACD staff time to perform grant administration, project development, design/engineering, and construction management in excess of those anticipated (Exhibit A) shall be the sole responsibility of ACD.
- 8. **Project Performance**
 - 8.1. If the Project is installed per the Statement of Work and Project Design and fails to perform as intended under normal operational and environmental conditions, ACD will provide Design modification guidance and seek funding to assist with the installation of a Project repair. Owner(s) agrees to cooperate with ACD throughout this process.
 - 8.2. In no case shall the ACD provide financial assistance for the reapplication of a practice that was removed by the Owner during its effective life without consent of the ACD, for a practice that was not installed per the Design, or that failed due to improper operations and maintenance.
- 9. **Ownership and Maintenance**
 - 9.1. Owner, and their respective successors and assigns, shall have the full and sole responsibility for the operation, maintenance, and repair of the Project. Should the Project fail to function over its Effective Life due to Owner's failure to comply with this agreement, the Owner shall pay to ACD the lesser of 100% of the cost to rehabilitate or refurbish the Project to its Design performance, install a project of equivalent water quality benefit elsewhere as determined by the ACD, or up to 150% of the total amount of financial assistance provided.
 - 9.2. If Owner fails to maintain the Project according to Exhibit B - Operation and Maintenance Plan after 30 days' written notice to Owner from ACD, ACD or its contractor may complete the maintenance and the Owner shall reimburse ACD for full cost of the work. ACD will notify the Owner by certified mail of the intent to complete maintenance.
 - 9.3. In the event that the Project integrity is compromised due to reasons beyond Owner's control, Owner will immediately notify ACD. Owner(s) is not liable for financial assistance received if the failure was caused by reasons beyond the Owner's control, or if alternative conservation practices are applied at Owner's expense that provide equivalent protection of soil and water resources as determined by ACD.
- 10. **Prevailing Wages**
 - 10.1. Prevailing wages DO NOT need to be paid for construction of this project because:
 - 10.1.1. The Project does not use state funds.

- 10.1.2. The total estimated cost of completing the project is less than \$2,500 and only one trade or occupation is required to complete it.
- 10.1.3. The total estimated cost of completing the project is less than \$25,000 and more than one trade or occupation is required to complete it.
- 10.2. Prevailing wages DO need to be paid for construction of this project. Contracts for state projects or using state funds, including cost share projects, are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry (Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120). Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalty.
- 10.3. The party that hires the installation contractor (Contracting Authority) for the Project is:
 - ACD
 - Owner
- 10.4. The Contracting Authority is responsible for ensuring the provisions of the prevailing wage law are met, if applicable. These duties include:
 - 10.4.1. Ensure the contract between the Contracting Authority and contractor(s) performing construction work specifically states prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay. The Contracting Authority shall incorporate into its proposals and all contracts the applicable wage determinations for the contract along with the contract language provided by the commissioner of labor and industry to notify the contractor and all subcontractors of the applicability of MN Statute sections 177.41 to 177.44. The contract must also provide that the Contracting Authority shall demand, and the contractor or subcontractor shall furnish, copies of any or all payrolls not more than 14 days after the end of each pay period. The payrolls must contain all the data required by MN Statute section 177.30. For complete rules and requirements see MN Statutes 177.41 to 177.44 and corresponding MN Rules 5200.1000 to 5200.1120.
 - 10.4.2. Ensure the ACD receives copies of the assurances, such as payroll records, received from the contractor to prove that the prevailing wage law is met. ACD will not issue future grant payments, and may require return of grant funds already paid, if these documents are not provided or if there is a violation of the prevailing wage law by the contractor.
- 11. **Assurances and Liability**
 - 11.1. Owner attests that they are the owner of record for the Property and that Owner has the authority to enter into this agreement and that all other entities with real interest in the Property have provided a written project concurrence to move forward with the Project.
 - 11.2. Ensure the construction contractor is licensed in the state of MN and holds general liability insurance of no less than one million dollars per occurrence. At the option of the ACD, the contractor may be required to provide a performance bond in an amount equal to anticipated construction costs.
 - 11.3. Owner(s) agrees to indemnify, defend, and hold harmless the ACD from all present and future claims that may arise from the installation, operations and maintenance of the Project located on the Property.
- 12. **Site Access and Signage**
 - 12.1. ACD or its partners or contractors are granted access to the Property and may bring others to the Property, at reasonable times and with prior notice to Owner, for construction,

maintenance, or to view the Project. This paragraph does not create any right of public entry onto Owner's property except as allowed by the Owner.

12.2. ACD may enter onto the Property to complete routine inspections of the Project at reasonable times without prior notice to or approval from Owner. ACD representatives will attempt to inform Owner (if present) of the inspection upon arrival.

12.3. Owner agrees to allow ACD to place and maintain interpretive or accreditation signage at the Project site.

13. Publicity and Education

13.1. Owner(s) acknowledges and agrees that ACD may distribute project information such as, but not limited to, project cost, location, design specifications, benefits, photos, and landowner name for promotional and educational purposes.

14. Property

14.1. If title to this land is transferred to another party before expiration of the Project Effective Life, it shall be the responsibility of the Owner(s) to inform ACD of the transfer and facilitate communication between ACD and the new owner with the goal of perpetuating Project operations and maintenance.

15. Audit Disclosure and Retention of Record

15.1. Owner agrees to make available to representatives of ACD and of the State of Minnesota, for the purpose of audit examination pursuant to Minn. Stat. § 16C.05, any books, documents, papers, and records of the Owner that are pertinent to the provision of services hereunder. The Owner further agrees to maintain all such required records for the greater of six (6) years after Project Installation date, or the life of the project.

16. Dispute Resolution

16.1. Any and all disputes arising under, pertaining to or touching upon this Agreement, or the statutory rights or obligations of either party hereto, shall, if not settled by negotiation, be subject to non-binding mediation before an independent mediator. Notwithstanding the foregoing, any party may seek preliminary injunctive or other judicial relief if such action is necessary to avoid irreparable damage during the pendency of the proceedings described in this Section.

16.2. Any demand for mediation shall be made in writing and served upon the other party to the dispute, by certified mail, return receipt requested, or by personal service. The demand shall set forth with reasonable specificity the basis of the dispute and the relief sought.

16.3. The mediation hearing will occur at a time and place convenient to the parties in Anoka County, Minnesota, within thirty (30) days of the date of selection or appointment of the mediator. Mediation or the waiver of mediation by both parties shall be a condition precedent to arbitration, the filing/serving of any lawsuit, or any other legal action. Mediation shall be conducted by a qualified neutral mediator selected by mutual agreement of the parties. If the parties cannot mutually agree upon a mediator within 14 days of notice under this section, the parties will promptly select a mutually acceptable mediation provider entity, which entity shall designate a mediator who is a licensed attorney with general knowledge of contract law and who has no ongoing relationship with either party.

16.4. Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

16.5. The law of the State of Minnesota shall govern all questions as to the validity, performance and enforcement of this Agreement. This Agreement shall be interpreted according to the laws of the State of Minnesota. All proceedings regarding this Agreement and project will be venued in the State of Minnesota's 10th Judicial District, Anoka County District Court.

17. Counterparts

17.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

18. Entire Agreement

18.1. This agreement includes the following, which are incorporated by reference.

- 18.1.1. Exhibit A (Statement of Work),
- 18.1.2. Exhibit B (Operations and Maintenance Plan), and
- 18.1.3. Exhibit C (Project Design).

18.2. Any modification or cancellation of this agreement shall be in writing and signed by both parties.

18.3. Any written notice provided under this Agreement will be sent to the following recipients:

OWNER:

Name: City of St. Francis, Public Works Director
Address1: 4058 St. Francis Blvd NW
Address2: St. Francis, MN 55070

ACD:

Anoka Conservation District
 1318 McKay Drive NE, Suite 300
 Ham Lake, MN 55304

CITY OF ST FRANCIS

Signature

Title

Date

ANOKA CONSERVATION DISTRICT

Jim Lind

Signature
Vice Chair

Title
06/17/2024

Date

EXHIBIT A
STATEMENT OF WORK
PROJECT: City of St. Francis outlot Rain Garden at 225th Lane NW, 2024

TO THE AGREEMENT BETWEEN
The City of St. Francis and the Anoka Conservation District

This Statement of Work describes work that the Owner will perform pursuant to the Agreement. All activities specified and detailed herein shall be performed in accordance with the Agreement, ACD Policy, and applicable federal and state laws and regulations and local ordinances.

SCOPE OF ACTIVITY

A. Summary of Work: This project is a curb cut rain garden on the city outlot adjacent (to the east) to 3840 225th Lane. Work must be completed in a manner consistent with the Project Agreement.

B. Project Location:



C. Location photo (looking south):



D. Activity Timeline: The Project must be installed between Agreement execution and June 30, 2025.

E. Eligible Expenses: Materials and labor consistent with the Design.

F. Ineligible Expenses: Expenses incurred prior to grant approval are ineligible. Expenses not consistent with the Design. Aesthetic components without natural resources benefits. Others per ACD or grant policy.

G. Responsibilities

Task	Stipulation	Responsibility	
		City	ACD
Project design/plan	Design/plan must be developed by a qualified professional in accordance with funding source design specifications.		X
Approve project design		X	X
Secure all permits	Anticipated permits needed: City right of way permit		X
Utilities coordination	ACD shall lead, and the city shall assist with, utility moves necessary to complete the Project.	X	X
Secure and pay installation contractor(s) and materials	ACD will select contractor and execute construction contract.		X
Oversee and approve installation	ACD will provide day-to-day construction oversight. City to approve construction before final contractor payment.		X
Pay for labor, materials, & other construction expenses			X
Project closeout	Signed record plan, prevailing wage documentation, IC134, project close out form		X
Comply with operations & maintenance requirements for the life of the project.		X	
Complete routine project inspections and provide maintenance guidance.			X
Comply with ACD Cost Share Policy		X	X

ESTIMATED PROJECT COST RESPONSIBILITIES

ELEMENT	RESPONSIBILITY (%)	
	CITY	ACD*
Administration/ Project Development	0%	100%
Design/Engineering/Construction Management	0%	100%
Construction	0%	100%

*Funds through ACD include State grant funds and matching funds from the Upper Rum River Watershed Management Organization, of which the City is a paying member.

APPLICABLE SPECIFICATIONS

H. The project must be installed in accordance with the Project Design. Deviations or substitutions require the approval of the ACD

Exhibit B – Operation & Maintenance Plan

Operations and Maintenance Guidelines for Rain Gardens

Curb cut rain gardens are a cost effective stormwater practice capable of providing infiltration and capturing pollutants. This document describes important tasks that should occur on a regular basis to ensure the success of the rain garden. Neglected maintenance leads to more severe problems that are more difficult to correct.

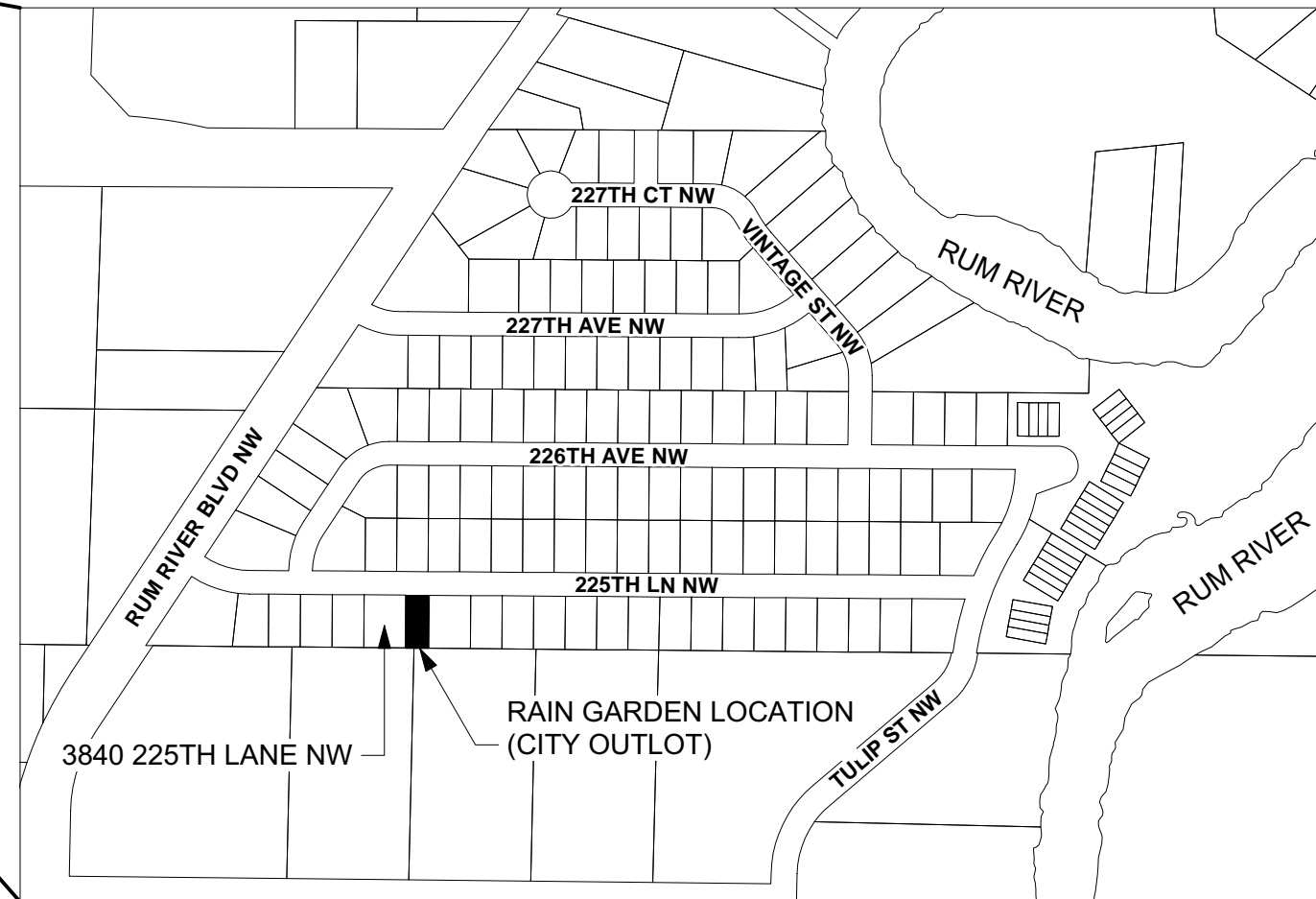
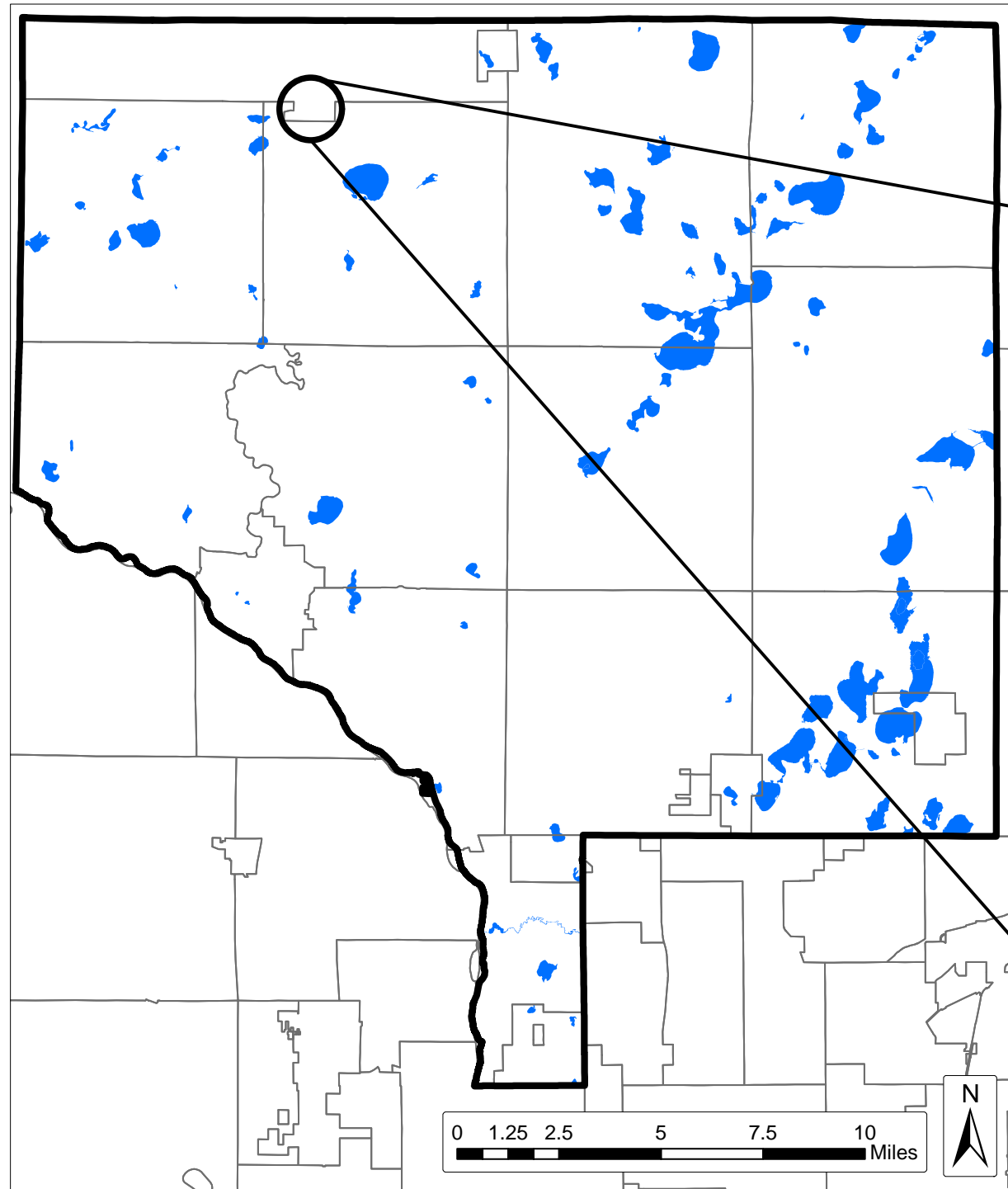
Task	Frequency			Equipment Needed
	Year 1	Year 2	Year 3+	
<u>Watering Turf Grass Seed</u>	Keep continuously moist during germination & establishment.			Water supply; hose and sprinkler, or soaker hose
<u>Watering Plugs and Shrubs</u> Ensure 1" of water per week, either through rainfall or irrigation.	Weekly	During drought stress		Water supply; hose; sprinkler or soaker hose
<u>Watering Turf Grass Seed</u>				
<u>Weeding</u> All vegetation that was not planted as part of the project should be removed.	Every 2-3 weeks	Monthly	2-4 times per year as needed.	
<u>Empty Rain Guardian Pre-treatment Chamber</u> Remove all litter, debris, and accumulated sediment from the curb cut inlet and Rain Guardian pretreatment chamber. Detailed instruction sheet attached.	Every 1-4 rainfalls, depending upon site conditions.			Flat shovel, trash receptacle
<u>Replace Vegetation</u> Replant similar species in the event original vegetation expires.	If needed.			Trowel, plants
<u>Refresh Mulch</u> Maintain 2, and not more than 3", of mulch covering over planted areas, with priority on areas without dense plant cover.	Approximately every 3 rd year.			Rake, mulch, wheel barrow
<u>Autumn Leaf Removal</u> At the end of autumn, remove leaves that accumulated in the rain garden.	Each autumn.			Leaf blower (preferred) or rake

If you have any other questions or concerns, contact the Anoka Conservation District at 763-434-2030

Exhibit C – Project Design

CITY OF ST. FRANCIS RAIN GARDEN PROJECT

CITY OUTLOT EAST OF 3840 225TH LANE NW



ST. FRANCIS, ANOKA COUNTY

PROJECT LOCATION



Agenda Item # 9B.

1318 MCKAY DR. NE, SUITE 300
HAM LAKE, MN 55304
763-434-2030
www.AnokaSWCD.org

PROJECT: 225TH LANE CITY OUTLOT
RAIN GARDEN

LOCATION:
EAST OF 3840 225TH LANE NW
ST. FRANCIS, MN 55070

CLIENT: CITY OF ST. FRANCIS

DESIGNER: MITCH HAUSTEIN
DATE: 12 JUNE 2024
REVISION:
REVISION:

NRCS PRACTICE #: 570

U. ARD

JAA SIGNATURE/DATE: 06/12/2024

NRCS PRACTICE #:

JAA SIGNATURE/DATE:

NOTES:

1. Contact Gopher One at least 48 hours prior to digging at 651-454-0002 to have utilities marked.
2. Follow design details. If there are issues or questions, contact the Anoka Conservation District (763-434-2030) prior to making any changes.

SCALE: VARIABLE

PROJECT LOCATION
MAP

SHEET 1/9

SITE PICTURES



SITE OVERVIEW FACING SOUTH



SITE OVERVIEW FACING SOUTH, CATCH BASIN ON FAR RIGHT



SITE OVERVIEW FACING SOUTHWEST, CATCH BASIN IN BACKGROUND



SITE OVERVIEW FACING SOUTHEAST, CATCH BASIN IN FOREGROUND



Agenda Item # 9B.

1318 MCKAY DR. NE, SUITE 300
HAM LAKE, MN 55304
763-434-2030
www.AnokaSWCD.org

PROJECT: 225TH LANE CITY OUTLOT
RAIN GARDEN

LOCATION:
EAST OF 3840 225TH LANE NW
ST. FRANCIS, MN 55070

CLIENT: CITY OF ST. FRANCIS

DESIGNER: MITCH HAUSTEIN
DATE: 12 JUNE 2024
REVISION:
REVISION:

NRCS PRACTICE #: 570

U. ARQ

JAA SIGNATURE/DATE: 06/12/2024

NRCS PRACTICE #:

JAA SIGNATURE/DATE:

NOTES:

1. Contact Gopher One at least 48 hours prior to digging at 651-454-0002 to have utilities marked.
2. Follow design details. If there are issues or questions, contact the Anoka Conservation District (763-434-2030) prior to making any changes.

SCALE: VARIABLE

SITE PICTURES

SHEET 2/9



1318 MCKAY DR. NE, SUITE 300
HAM LAKE, MN 55304
763-434-2030
www.AnokaSWCD.org

PROJECT: 225TH LANE CITY OUTLOT
RAIN GARDEN

LOCATION:
EAST OF 3840 225TH LANE NW
ST. FRANCIS, MN 55070

CLIENT: CITY OF ST. FRANCIS

DESIGNER: MITCH HAUSTEIN

DATE: 12 JUNE 2024

REVISION:

REVISION:

NRCS PRACTICE #: 570

JAA SIGNATURE/DATE: 06/12/2024

NRCS PRACTICE #:

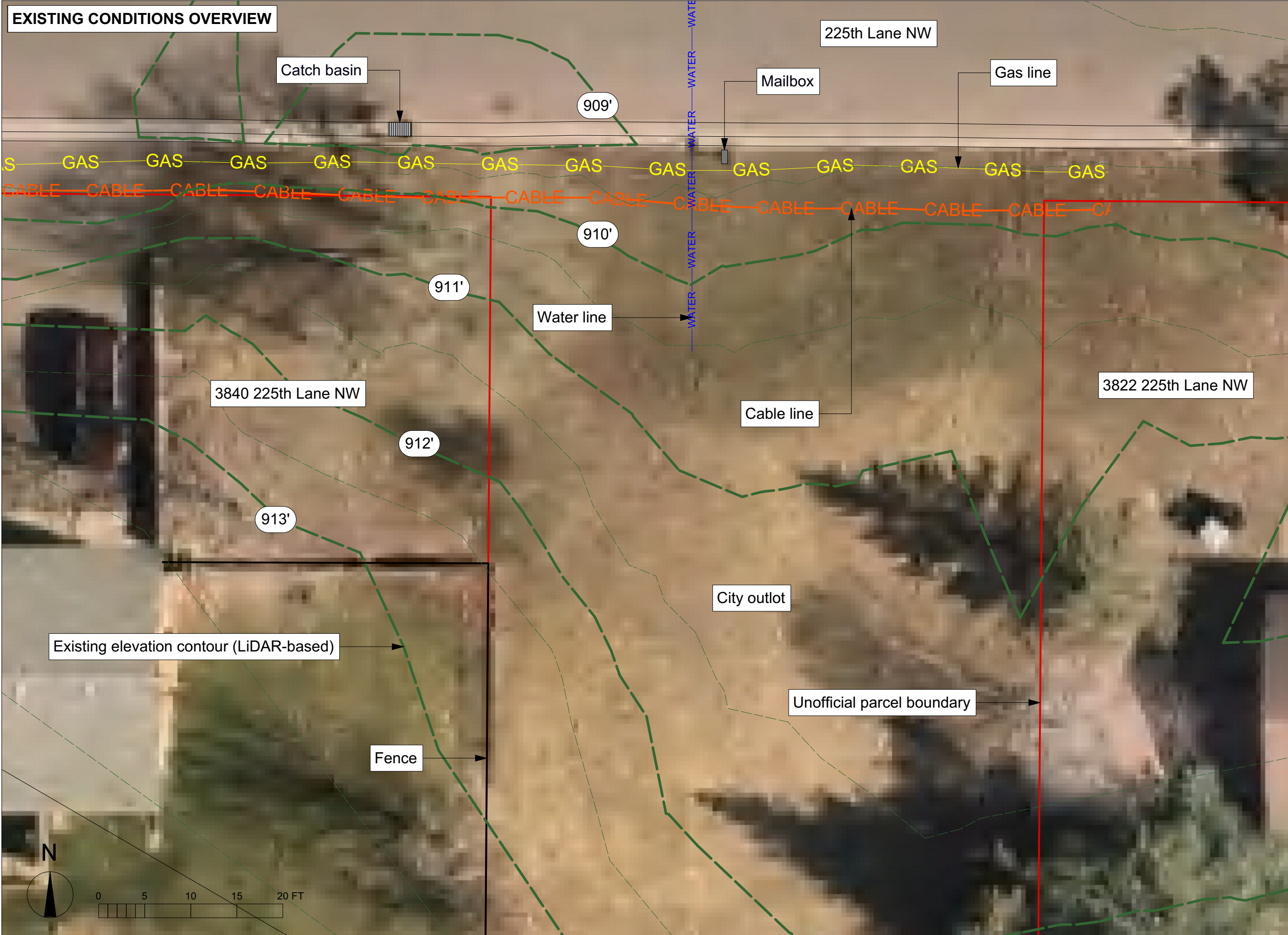
JAA SIGNATURE/DATE:

NOTES:

1. Contact Gopher One at least 48 hours prior to digging at 651-454-0002 to have utilities marked.
2. Follow design details. If there are issues or questions, contact the Anoka Conservation District (763-434-2030) prior to making any changes.

SCALE: VARIABLE

EXISTING
CONDITIONS



EXISTING CONDITIONS OVERVIEW

Existing elevation contour (LiDAR-based)

Fence

City outlot

Unofficial parcel boundary

Water line

Cable line

Mailbox

Gas line

Catch basin

225th Lane NW

3840 225th Lane NW

3822 225th Lane NW

909'

910'

911'

912'

913'

0 5 10 15 20 FT





1318 MCKAY DR. NE, SUITE 300
HAM LAKE, MN 55304
763-434-2030
www.AnokaSWCD.org

PROJECT: 225TH LANE CITY OUTLOT
RAIN GARDEN

LOCATION:
EAST OF 3840 225TH LANE NW
ST. FRANCIS, MN 55070

CLIENT: CITY OF ST. FRANCIS

DESIGNER: MITCH HAUSTEIN
DATE: 12 JUNE 2024

REVISION:
REVISION:

NRCS PRACTICE #: 570

U. ARO
JAA SIGNATURE/DATE: 06/12/2024

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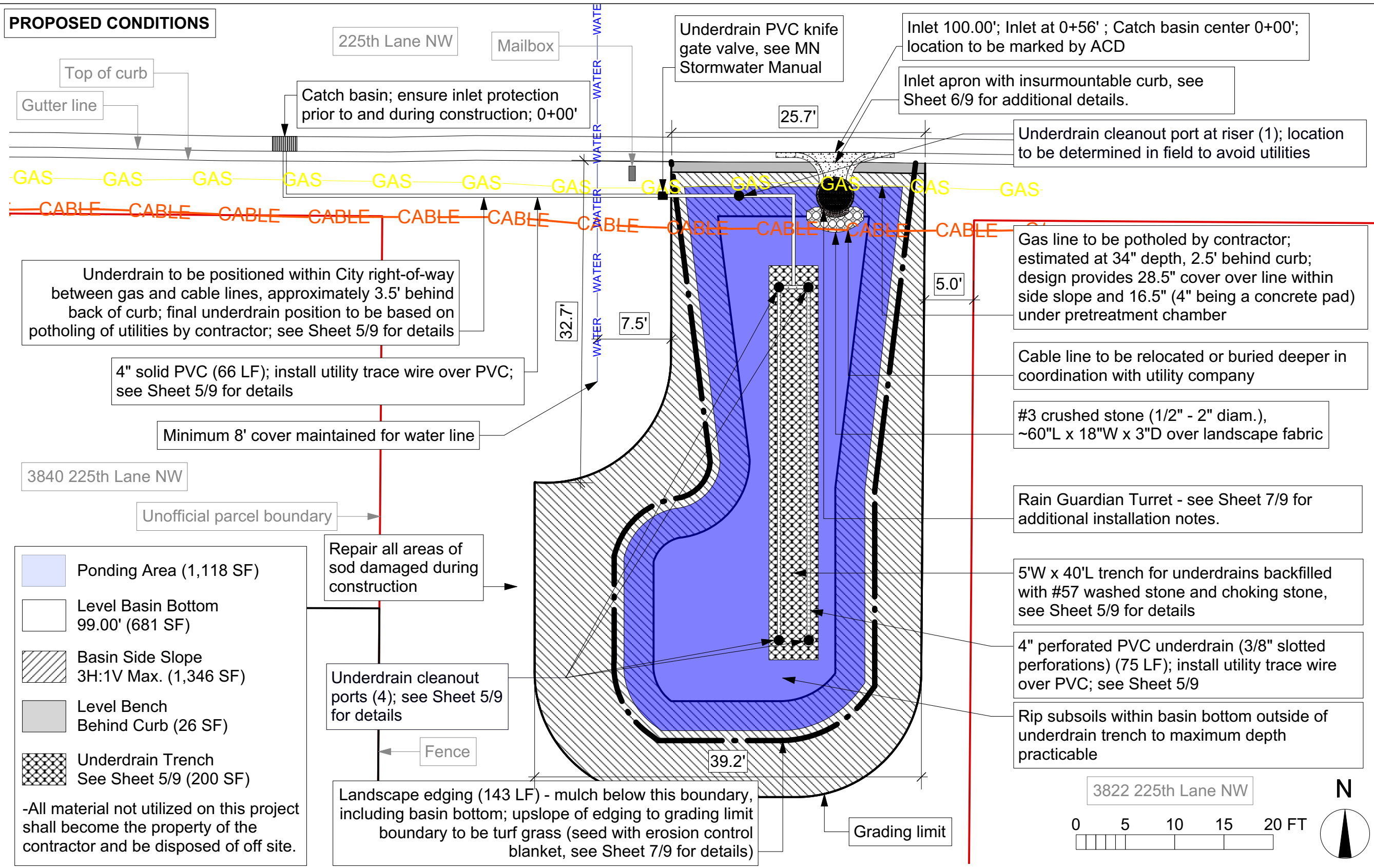
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SCALE: VARIABLE

PROPOSED
CONDITIONS

SHEET 4/9



PROPOSED CONDITIONS

225th Lane NW
Mailbox
Top of curb
Gutter line
Catch basin; ensure inlet protection prior to and during construction; 0+00'
Underdrain to be positioned within City right-of-way between gas and cable lines, approximately 3.5' behind back of curb; final underdrain position to be based on potholing of utilities by contractor; see Sheet 5/9 for details
4" solid PVC (66 LF); install utility trace wire over PVC; see Sheet 5/9 for details
Minimum 8' cover maintained for water line

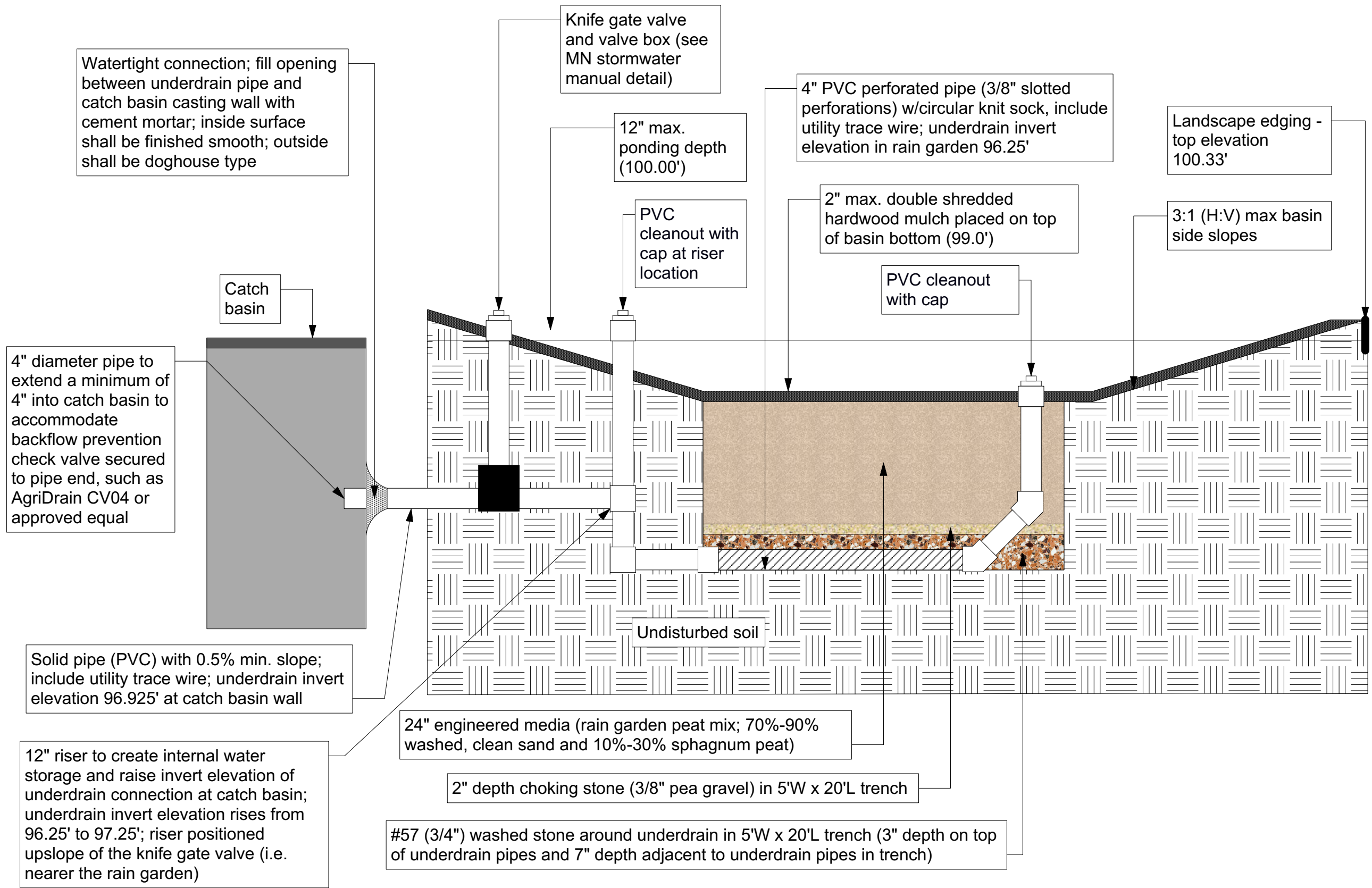
3840 225th Lane NW
Unofficial parcel boundary
Repair all areas of sod damaged during construction
Underdrain cleanout ports (4); see Sheet 5/9 for details
Fence
Landscape edging (143 LF) - mulch below this boundary, including basin bottom; upslope of edging to grading limit boundary to be turf grass (seed with erosion control blanket, see Sheet 7/9 for details)
Grading limit

- Ponding Area (1,118 SF)
 - Level Basin Bottom 99.00' (681 SF)
 - Basin Side Slope 3H:1V Max. (1,346 SF)
 - Level Bench Behind Curb (26 SF)
 - Underdrain Trench See Sheet 5/9 (200 SF)
- All material not utilized on this project shall become the property of the contractor and be disposed of off site.

PROJECT NOTES

1. All elevations are relative to gutter at curb-cut. It is critical that the top of the concrete pretreatment chamber pad be precisely 1' below the curb gutter.
2. Limit non-tracked equipment over BMP area. Use backhoe with tooth bucket for cell excavation to avoid compacting or smearing soils. Use excavator bucket to loosely place materials. Leveling and final grading within the cell must be completed by hand. Do not use skid steer for excavation or to place or spread materials within cell. Avoid equipment traffic on driveways and walkways.
3. Level basin bottom represents finished elevation. Side slopes should be 3H:1V up to ground level.
4. Cover rain garden area with no more than 2" of double shredded hardwood mulch.
5. Contractor shall repair any damage to the curb that occurs during construction. Plywood or other protection must be used under ramps, tracks, and outriggers. Contractor is not to damage existing roadway section for necessary curb work.

BASIN AND UNDERDRAIN CROSS-SECTION



Watertight connection; fill opening between underdrain pipe and catch basin casting wall with cement mortar; inside surface shall be finished smooth; outside shall be doghouse type

Knife gate valve and valve box (see MN stormwater manual detail)

12" max. ponding depth (100.00')

4" PVC perforated pipe (3/8" slotted perforations) w/circular knit sock, include utility trace wire; underdrain invert elevation in rain garden 96.25'

Landscape edging - top elevation 100.33'

2" max. double shredded hardwood mulch placed on top of basin bottom (99.0')

3:1 (H:V) max basin side slopes

PVC cleanout with cap at riser location

PVC cleanout with cap

4" diameter pipe to extend a minimum of 4" into catch basin to accommodate backflow prevention check valve secured to pipe end, such as AgriDrain CV04 or approved equal

Catch basin

Undisturbed soil

Solid pipe (PVC) with 0.5% min. slope; include utility trace wire; underdrain invert elevation 96.925' at catch basin wall

24" engineered media (rain garden peat mix; 70%-90% washed, clean sand and 10%-30% sphagnum peat)

2" depth choking stone (3/8" pea gravel) in 5'W x 20'L trench

#57 (3/4") washed stone around underdrain in 5'W x 20'L trench (3" depth on top of underdrain pipes and 7" depth adjacent to underdrain pipes in trench)

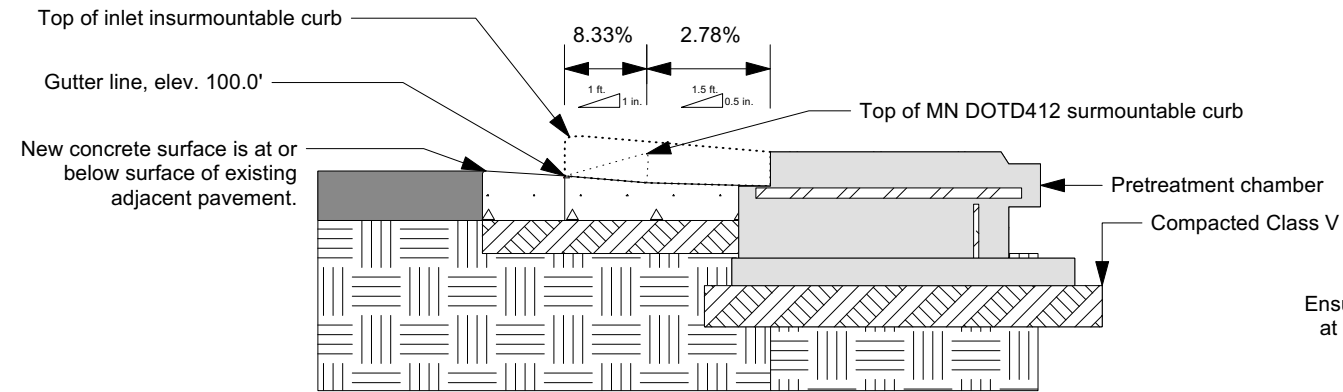
12" riser to create internal water storage and raise invert elevation of underdrain connection at catch basin; underdrain invert elevation rises from 96.25' to 97.25'; riser positioned upslope of the knife gate valve (i.e. nearer the rain garden)

- NOTES:
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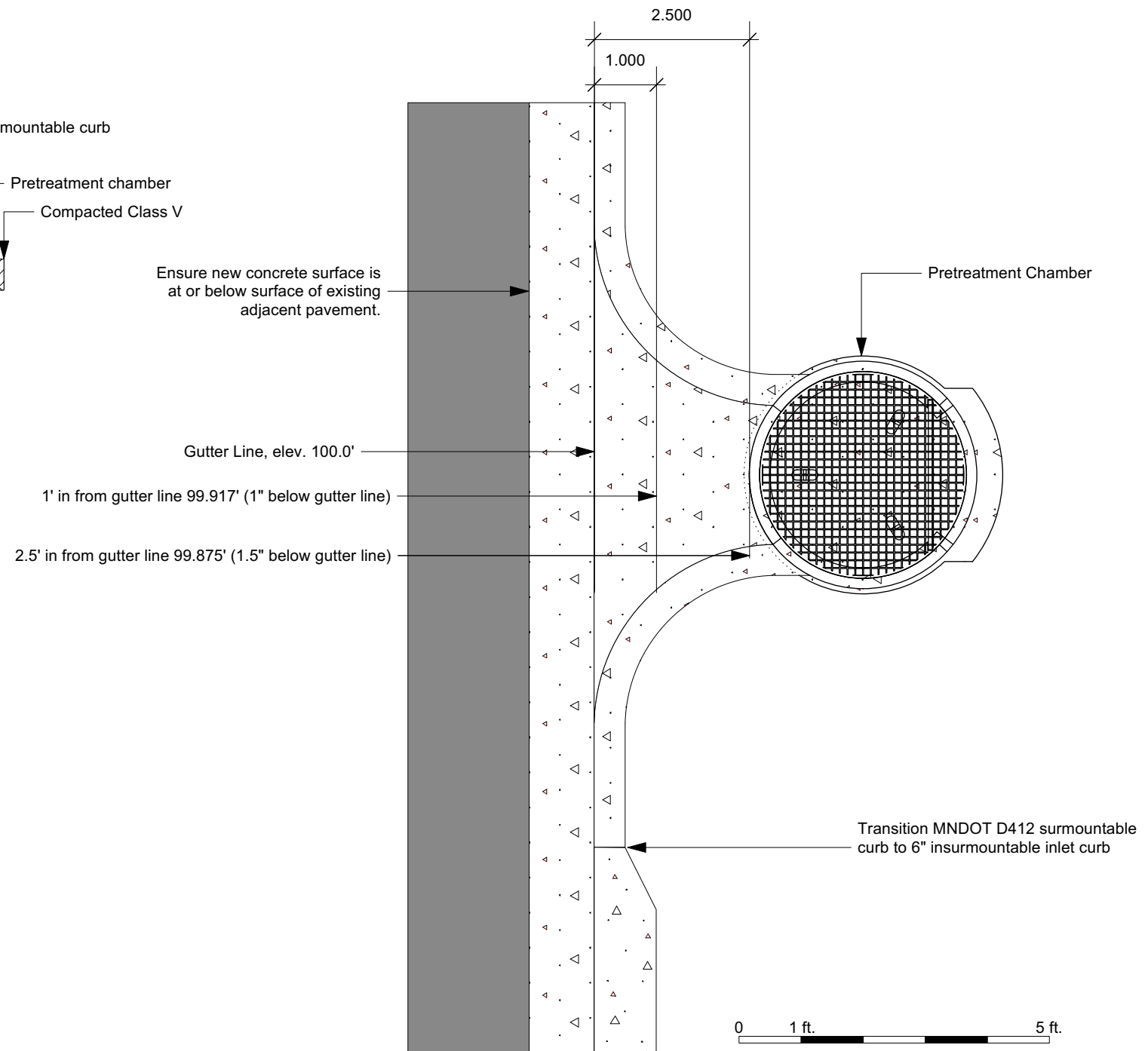
BASIN AND UNDERDRAIN CROSS-SECTION

CURB-CUT INLET AND PRETREATMENT CHAMBER DETAIL

SIDE VIEW



PLAN VIEW



PROJECT NOTES

1. All final elevations are relative to gutter at center of curb-cut inlet. The top of the concrete pretreatment chamber pad shall be precisely 1' below the curb gutter at the center of the inlet.
2. Transition MNDOT D412 surmountable curb to 6" insurmountable curb at inlet apron flared end.
3. Gutter and inlet must not impede water flow into basin. Final drop from gutter line (100') to pretreatment chamber inlet must be 1.5" (99.875').

Agenda Item # 9B.

ANOKA CONSERVATION DISTRICT
 1318 MCKAY DR. NE, SUITE 300
 HAM LAKE, MN 55304
 763-434-2030
 www.AnokaSWCD.org

PROJECT: 225TH LANE CITY OUTLOT RAIN GARDEN
LOCATION: EAST OF 3840 225TH LANE NW ST. FRANCIS, MN 55070
CLIENT: CITY OF ST. FRANCIS

DESIGNER: MITCH HAUSTEIN
DATE: 12 JUNE 2024
REVISION:
REVISION:

NRCS PRACTICE #: 570
U. ARD

JAA SIGNATURE/DATE: 06/12/2024

NRCS PRACTICE #:
 JAA SIGNATURE/DATE:

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SCALE: VARIABLE

CURB-CUT INLET AND PRETREATMENT CHAMBER DETAIL



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DESIGNER: MITCH HAUSTEIN

DATE: 12 JUNE 2024

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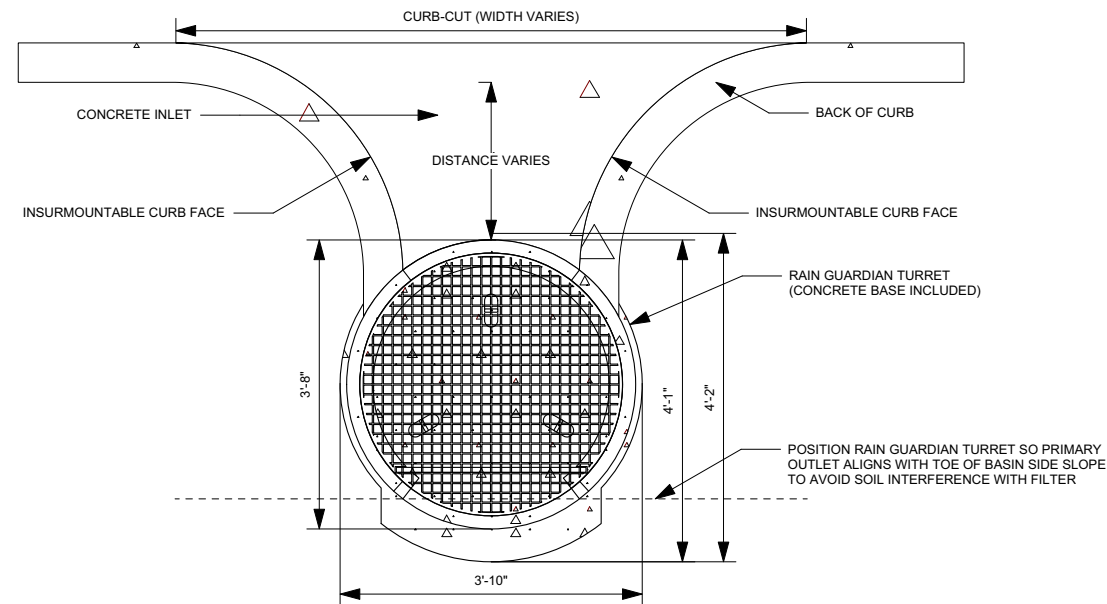
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SCALE: VARIABLE

RAIN GUARDIAN
PRETREATMENT
CHAMBER DETAIL

PLAN VIEW



PLAN VIEW NOTES

- INLET WIDTH AND DISTANCE BETWEEN BACK OF CURB AND RAIN GUARDIAN TURRET MAY VARY WITH SITE CONDITIONS.
- CONCRETE BASE EXTENDS BEYOND THE FILTER WALL OF THE RAIN GUARDIAN TURRET TO SERVE AS A SPLASH DISSIPATOR.

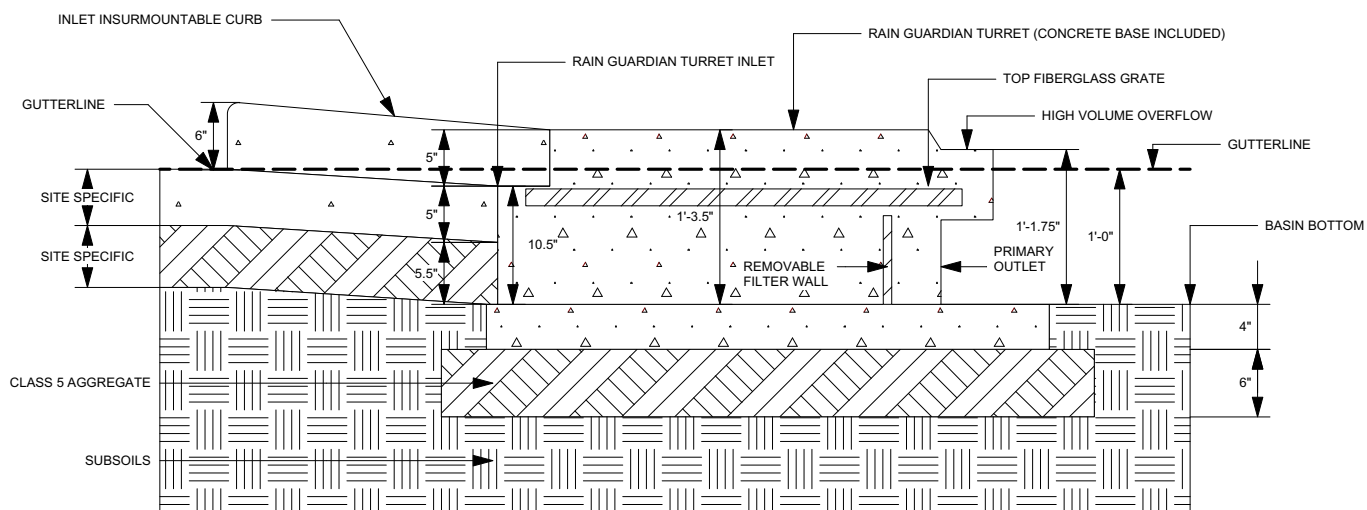
3D VIEWS



ELEVATION VIEW NOTES

- THE TOP OF THE CLASS 5 BASE (COMPACTED TO 95% STANDARD PROCTOR) IS PRECISELY 1' 4" BELOW THE GUTTERLINE ELEVATION.

ELEVATION VIEW



SPECIFICATIONS

- STEEL REINFORCED, COLD JOINT SECURED MONOLITHIC CONCRETE STRUCTURE (1,030 LBS). CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,500 PSI AT 28 DAYS. CONCRETE AIR ENTRAINED (5% TO 8.5% BY VOLUME). MANUFACTURED AND DESIGNED TO ASTM C858.
- THREE-POINT PICK USING RECESSED LIFTING POCKETS WITH A STANDARD HOOK.
- FIBERGLASS TOP GRATE (32 LBS, 1-1/2" THICK) - 1,760 LB CONCENTRATED LOAD OR 409 LB/SQ-FT UNIFORM LOAD.

INSTALLATION NOTES

- INSTALL THE CLASS 5 BASE (COMPACTED TO 95% STANDARD PROCTOR). THE DISTANCE FROM THE BACK OF THE CURB MAY VARY BASED ON SITE CONDITIONS, BUT CONSIDERATIONS SHOULD INCLUDE SLOPE OF THE INLET AND BASIN SIDE SLOPES ADJACENT TO THE RAIN GUARDIAN TURRET. POSITION RAIN GUARDIAN TURRET SO PRIMARY OUTLET ALIGNS WITH TOE OF BASIN SIDE SLOPE TO AVOID SOIL INTERFERENCE WITH REMOVABLE FILTER WALL. EXCAVATE 1' 10" BELOW THE GUTTERLINE ELEVATION (I.E. THE BIORETENTION OVERFLOW ELEVATION) TO ACCOMMODATE THE 1' PONDING DEPTH, 6" CLASS 5 AGGREGATE, AND 4" RAIN GUARDIAN TURRET BASE (INCLUDED). THEREFORE, THE TOP OF THE CLASS 5 COMPACTED BASE IS PRECISELY 1' 4" BELOW THE GUTTERLINE ELEVATION. THE INLET TO THE RAIN GUARDIAN TURRET WILL BE 10-1/2" ABOVE THE TOP OF THE CONCRETE BASE AND 1-1/2" BELOW THE GUTTERLINE ELEVATION TO ACCOMMODATE A SLOPED INLET FROM THE GUTTER TO THE RAIN GUARDIAN TURRET.
- SET RAIN GUARDIAN TURRET ON THE PREPARED CLASS 5 BASE.
- INSTALL FRAMING FOR INLET BETWEEN RAIN GUARDIAN TURRET AND BACK OF CURB. TOP ELEVATIONS OF THE FRAMING SHOULD MATCH THE TOP OF THE CURB ON THE STREET SIDE AND THE TOP OF THE RAIN GUARDIAN TURRET ON THE BIORETENTION SIDE.
- INSTALL EXPANSION/CONTRACTION JOINT MATERIAL OR A SHEET OF POLY TO SERVE AS A BOND BREAK BETWEEN RAIN GUARDIAN TURRET AND CONCRETE INLET BEFORE POURING INLET.
- SIDE CURBS OF THE POURED INLET MUST HAVE AN INSURMOUNTABLE PROFILE TO PREVENT WATER FLOW FROM OVERTOPPING THE DOWNSTREAM SIDE OF THE INLET.
- REMOVABLE FILTER WALL SHOULD BE INSTALLED WITH FILTER FABRIC ON THE INTERIOR SIDE OF THE RAIN GUARDIAN TURRET.



**RAIN GUARDIAN TURRET
PRETREATMENT CHAMBER
BIORETENTION PONDING DEPTH: 1'
TYPICAL DETAIL**

REVISION HISTORY

REV	BY	DATE	DESCRIPTION
A	MDH	11/16/2022	TURRET - 1'
SCALE		VARIABLE	
U.S. PATENT NOS.		8,501,016 AND 8,858,804	





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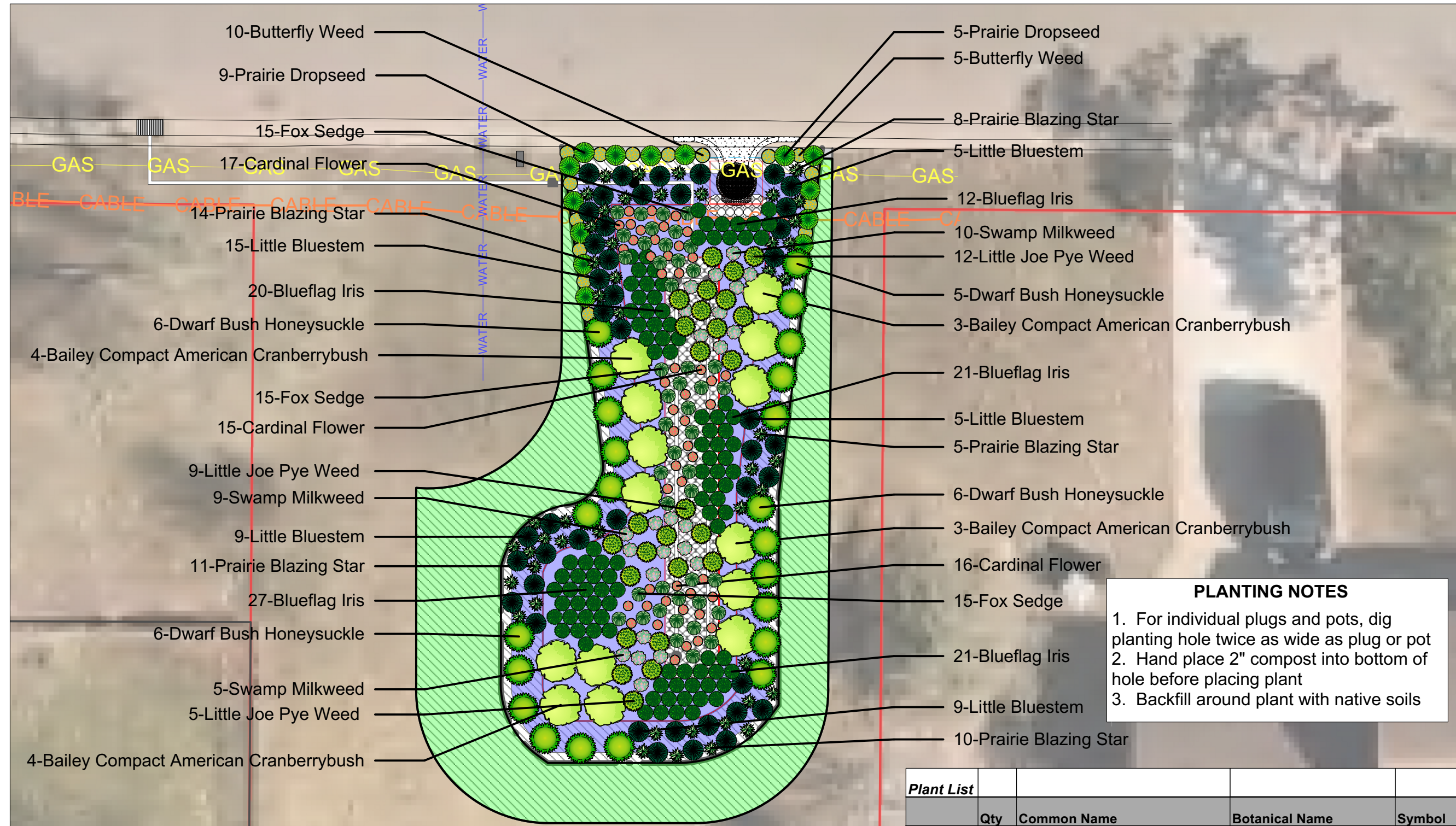
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SCALE: VARIABLE



PLANTING NOTES
1. For individual plugs and pots, dig planting hole twice as wide as plug or pot
2. Hand place 2" compost into bottom of hole before placing plant
3. Backfill around plant with native soils

Turf grass (736 SF) - seed and double net straw erosion control blanket (natural fiber netting, no polypropylene or similar) with biodegradable stakes/staples

Plant List	Qty	Common Name	Botanical Name	Symbol
Perennials				
	101	Blueflag Iris	Iris versicolor	●
	15	Butterfly Weed	Asclepias tuberosa	●
	48	Cardinal Flower	Lobelia cardinalis	●
	45	Fox Sedge	Carex vulpinoidea	●
	43	Little Bluestem	Schizachyrium scoparium	●
	26	Little Joe Pye Weed	Eupatorium dubium 'Little Joe'	●
	48	Prairie Blazing Star	Liatris pycnostachya	●
	14	Prairie Dropseed	Sporobolus heterolepis	●
	24	Swamp Milkweed	Asclepias incarnata	●
Shrubs				
	14	Bailey Compact American Cranberrybush	Viburnum trilobum 'Bailey Compact'	●
	23	Dwarf Bush Honeysuckle	Diervilla lonicera	●
TOTAL	401			

PLANTING PLAN



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SCALE: VARIABLE

SCHEDULES AND QUANTITIES

BASE BID				
ITEM NO.	SPECIFIC NOTE	DESCRIPTION	UNITS	TOTAL ESTIMATED QUANTITY
1		MOBILIZATION/DEMOBILIZATION	EACH	1
2	S1	EXCAVATION, DISPOSAL, AND GRADING - BASIN	CY	134.2
3		CLASS 5 AGGREGATE BASE (UNDER RAIN GUARDIAN TURRET)	CY	0.23
4		LANDSCAPE FABRIC (UNDER STONE AT RAIN GUARDIAN TURRET OUTLET)	SY	0.83
5		#3 WASHED CRUSHED STONE (0.5" - 2" DIAMETER) (AT RAIN GUARDIAN TURRET OUTLET)	CY	0.07
7		RAIN GUARDIAN TURRET PRETREATMENT CHAMBER (1' PONDING DEPTH) - ORDER THROUGH ACD (763-434-2030 X100)	EACH	1
6		STANDARD CONCRETE WORK (CURB-CUT, CURB, AND INLET)	EACH	1
8		DOUBLE SHREDDED HARDWOOD MULCH (2" MAX)	CY	8.9
9		COMPOST (2" DEPTH ONLY IN PLANTING HOLES)	CY	0.28
10		1" PLANT PLUG	EACH	263
11		4" PLANT POTS	EACH	124
12		1-GALLON PLANT POT	EACH	14
13		VINYL LANDSCAPE EDGING	LF	143
14		TURF RESTORATION (SEED)	SY	81.8
15		DOUBLE NET STRAW EROSION CONTROL BLANKET (NATURAL FIBER NETTING ONLY, NO POLYPROPYLENE OR SIMILAR) WITH BIODEGRADABLE STAKES/STAPLES	SY	81.8

ALTERNATE 1 - UNDERDRAIN				
ITEM NO.	SPECIFIC NOTE	DESCRIPTION	UNITS	TOTAL ESTIMATED QUANTITY
1	S1	EXCAVATION, DISPOSAL, AND GRADING - UNDERDRAIN	CY	20.4
2		UNDERDRAIN INCLUDING ALL CONNECTIONS AND FITTINGS - 75 LF PERFORATED (3/8" SLOTTED PERFORATIONS) IN BASIN BOTTOM, 20 LF SOLID FOR CLEAN-OUT RISERS AND 66 LF FOR CONNECTION TO CATCH BASIN	LF	161
3		#57 WASHED CRUSHED STONE (3/4")	CY	4.32
4		2" CHOKING COURSE (3/8" PEA GRAVEL)	CY	1.23
5		UNDERDRAIN KNIFE GATE VALVE	EACH	1
6		UNDERDRAIN CONNECTION TO CATCH BASIN	EACH	1
7		UNDERDRAIN BACKFLOW PREVENTION CHECK VALVE (SUPPLIED BY ACD, INSTALLED BY CONTRACTOR)	EACH	1
8		ENGINEERED MEDIA (RAIN GARDEN PEAT MIX, 70%-90% WASHED, CLEAN SAND AND 10%-30% SPHAGNUM PEAT)	CY	14.8

S1. ALL MATERIAL NOT UTILIZED ON THIS PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF SITE

PLANT SPECIES, SIZES, AND QUANTITIES

SPECIES		PLANT SIZE AND QUANTITY			GRAND TOTAL
COMMON NAME	SCIENTIFIC NAME	1" PLUG	4" POT	1-GALLON POT	
Bailey Compact American Cranberrybush	Viburnum trilobum 'Bailey Compact'			14	14
Blueflag Iris	Iris versicolor		101		101
Butterfly Weed	Asclepias tuberosa	15			15
Cardinal Flower	Lobelia cardinalis	48			48
Dwarf Bush Honeysuckle	Diervilla lonicera		23		23
Fox Sedge	Carex vulpinoidea	45			45
Little Bluestem	Schizachyrium scoparium	43			43
Little Joe Pye Weed	Eupatorium dubium 'Little Joe'	26			26
Prairie Blazing Star	Liatris pycnostachya	48			48
Prairie Dropseed	Sporobolus heterolepis	14			14
Swamp Milkweed	Asclepias incarnata	24			24
	GRAND TOTAL	263	124	14	401

MONTHLY COMPARISON REPORT 2021-2024

May



ST. FRANCIS

FIRE & RESCUE

