



CITY COUNCIL REGULAR MEETING

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

Monday, September 16, 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 - September 3, 2024
 - B. Stahl Construction – Pay Applications No. 12 – Labor & Material
 - C. Facility Technician Job Posting
 - D. URRWMO Joint Powers Agreement Update
 - E. Public Works Policy Manual Update
 - F. Change Orders – City Hall / Fire Station Project
 - G. Acknowledgement to Conduct a Raffle
 - H. Acknowledgement of Premise Permit
 - I. Conditional Offer of Employment – Office Assistant-Accounting Clerk
 - J. Payment of Claims
5. **MEETING OPEN TO THE PUBLIC**
6. **SPECIAL BUSINESS**
7. **PUBLIC HEARING**
8. **OLD BUSINESS**
9. **NEW BUSINESS**
 - A. Interim Ordinance Temporary Prohibiting the Issues of New Licenses to sell Tobacco Products
Ordinance 333 an emergency interim ordinance temporarily prohibiting the issuance of new licenses to sell tobacco products in the city
 - B. Interim Ordinance Prohibiting the Operation of Cannabis Businesses within the City and Establishing a Study Period
Ordinance 334 an emergency interim ordinance prohibiting the operation of cannabis businesses within the City and establishing a study period pursuant to state statutes
10. **MEETING OPEN TO THE PUBLIC**
11. **REPORTS**
12. **COUNCIL MEMBER REPORTS**
13. **UPCOMING EVENTS**
 - September 18 - Planning Commission Meeting - 7:00 pm
 - September 21 - Recycling Event 8:00 am - 12:00 pm
 - September 24 - Eddie Eagle Class - 5:30 pm
 - September 25 - Bark Park Leash Cutting Ceremony - 5:30 pm
14. **ADJOURNMENT**

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA

St. Francis Area Schools District Office 4115 Ambassador Blvd. NW
September 3, 2024
6:00 p.m.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

2. ROLL CALL

Members Present: Mayor Joe Muehlbauer, Councilmembers Kevin Robinson, Sarah Udvig, and Mark Vogel.

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

3. APPROVAL OF AGENDA

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

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

Nays: None

Motion carries: 4-0

4. CONSENT AGENDA

- A. City Council Minutes - August 19, 2024
- B. City Council Work Session Minutes - August 12, 2024
- C. Change Orders – City Hall / Fire Station Project
- D. Surplus Property
Resolution 2024-31 Declaring surplus property
- E. Conditional Offer of Employment
- F. Rental License Approvals
- G. Job Description Update
- H. Payment of Claims

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

Further discussion:

Vogel asked if there is any recourse for the contractor missing an item and having to later add it as a change order, as shown in Item C. Assistant City Attorney Schaps explained that this change order has to come back forward to the Council since it was not included in previous plans. He noted that recourse could be a negotiated or litigated process if they want to pursue this.

Vogel asked if they have attempted any negotiations or discussions about this. City Administrator Thunstrom said no.

Vogel shared that it is his opinion that they should try to negotiate this as it is the contractor's mistake that this was not included in the initial plan. Mayor Muehlbauer agreed.

Mayor Muehlbauer asked if they were to challenge this with the contractors, could it delay the process of finishing the project. Thunstrom said that the equipment has already been ordered as they cannot move forward without it.

Vogel said he would like Staff to approach the contractor on this. He asked if there is anything in the contracts that would support them negotiating this. Assistant City Attorney Schaps said they can look into this.

Robinson asked if there will be costs for Schaps' time involved with this. Thunstrom explained that they would be reliant on Barna, Guzy & Steffen for review of the contract.

Robinson said he does not have an issue directing Staff to further look into this.

Thunstrom explained that whether the Council approves paying for this item tonight, or they direct Staff to look further into it for it to be brought back to the Council at their next meeting, the equipment has already been ordered and she does not know if delaying the approval of this would stop or slow down the project.

Udvig added that she agrees this is worth looking into.

Mayor Muehlbauer asked if it would be better for them to accept this item tonight or wait until they look into possible recourse. Thunstrom noted that this would be up to the contractor if this item not being approved would hold them up. She added that there are other pieces to this building that will continue moving forward so it would not halt the entire project.

MOTION BY: UDVIG SECOND: VOGEL TO AMEND THE MOTION AND ACCEPT THE REGULAR CITY COUNCIL CONSENT AGENDA ITEM A-B AND D-H.

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

Nays: None

Motion carries: 4-0

MOTION BY: UDVIG SECONDED: ROBINSON TO CONTINUE THIS ITEM TO THE NEXT COUNCIL MEETING AND DIRECT STAFF TO WORK WITH THE CONTRACTOR ON AN EXPLANATION AND TO PRESENT THE COUNCIL'S POSITION.

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

Nays: None

Motion carries: 4-0

5. MEETING OPEN TO THE PUBLIC

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

6. SPECIAL BUSINESS - NONE

7. PUBLIC HEARINGS - NONE

8. OLD BUSINESS - NONE

9. NEW BUSINESS

A. Adjust the Tax Levy for Bonded Indebtedness

Resolution 2024-32 adjusting the debt service tax levy for bonded indebtedness

Finance Director Mulvihill reviewed the Staff report in regard to the adjusted tax levy for bonded indebtedness.

Robinson asked if this is a housekeeping measure to consolidate things. Mulvihill explained that the bonds go up and down every year and the City is constantly trying to equalize it over the life of the bond.

MOTION BY: VOGEL SECONDED: ROBINSON TO ADOPT RESOLUTION 2024-32 ADJUSTING THE TAX LEVY FOR BONDED INDEBTEDNESS.

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

Nays: None

Motion carries: 4-0

B. Preliminary Approval of a Proposed 2025 Tax Levy and Setting the Budget Public Hearing Date

Resolution 2024-33 preliminary approval of a proposed 2025 tax levy and setting budget public hearing date

Mulvihill reviewed the Staff report concerning the preliminary 2025 tax levy and setting of the budget Public Hearing date for December 2, 2024.

Robinson asked if there is a forecast on where Anoka County will be with tax statements. Thunstrom shared that Anoka County is struggling for 2025 and they

were looking at up to a 25% increase; however, they are working towards getting it closer to a 15% increase. She added that a lot of cities in the County are looking at double-digit increases.

Robinson noted that there are some placeholders in the budget that are to account for the increase in police officer wages. He stated these discussions will continue to happen throughout the rest of the year.

Robinson asked if they remove money for the parks entirely for this year and what kind of difference this would make on the preliminary increase. Thunstrom explained that parks is one of the items that was not being included in the annual budget for years, which left them with a lot of grasslands that have not been developed and parks that need to be replaced. She noted that when developments come in, they have to either provide the City with parkland, or cash in lieu of this. She shared that they have developments where they have accepted parkland, yet it has never been developed as they have not been setting aside funds to develop these parks. She added that they have historically only set aside a small amount per year for maintenance. She said the \$200,000 in the budget for parks this year will help them slowly build up what was never set aside for parks in the past few decades.

Robinson said he is just trying to look for low-hanging fruit in the budget that would be the lowest impact to remove. He asked if they removed the money for parks from the budget if they would have any more funding for projects. Mulvihill explained that they did levy some funds for the parks. She added that the park dedication fund is very regulated and has to be used for new equipment and not used to repair or replace old equipment. She noted that they cannot sell bonds to help support the parks.

Mayor Muehlbauer stated they need feedback from the residents on what they are willing to give up in order for their taxes to be kept down. He noted that the levy that is set tonight can always go lower, but it cannot go higher.

Mulvihill shared that with removing the parks funding from the budget, a median-value home would see a tax decrease of \$10 for the year. She added that if they take this out this year, they will have a harder time getting it back in the budget next year. She explained that if they put levy limits in place, this could cause problems in the future.

Robinson said he would not mind having another Work Session to continue to discuss this.

Mayor Muehlbauer asked when the preliminary levy needs to be set. Mulvihill said the end of September.

Vogel shared his concern that they are passing all of their bills onto the taxpayers

and making them take the sacrifice. He said he does not think this is right. He noted that this should be a shared sacrifice where the City has to give things up. He stated there has to be a way that the City can share the sacrifices, whether that be cutting some of the park funding, or something else. He added that the argument is the same at the State and Federal levels where they have large increases, but they do not want to make any cuts. He noted that he is not upset with any Staff for coming up with this budget as it is their job to do so.

Mayor Muehlbauer noted that it is the right mentality to give people the services they want at the lowest cost possible; however, when they look at what they can cut, everything is attached to those services the City provides. He stated that there are a lot of things that they have to catch up on as they were not funded in the past. He added that they can set the preliminary levy tonight knowing that it could go down based off of further Council discussions. He shared that he hopes the residents will voice their opinions on what they would like to cut if they would like the levy to be reduced. He said it is hard to represent the residents when they do not share their concerns with the Council during this time before they officially set the levy.

Vogel shared his frustrations with using language around 'cutting' items from the budget as there would still be an overall increase. He said he does not mind moving forward with this tonight as it can be decreased; however, he would like to see the Council and Staff share in this sacrifice.

Udvig stated that the community has been asking for parks and now that they are finally committing to funding parks, she does not want to see them taken away from the residents. She said she does not see anything that they could clearly cut without affecting the services they provide to the residents. She explained that the Council and Staff have worked long and hard to reduce the budget as much as possible; however, she is not sure what else they can cut without having a major impact on the residents.

Vogel noted that it is small things in the budget that add up, such as artwork and new appliances for the City Hall Fire Station, that do not add value to the services that the City provides to the residents.

Udvig added that parks are one thing that brings people into their community and can help build the community up. She said it has taken the City a long time to even get to this point with park maintenance and it would be a disservice to remove this.

MOTION BY: UDVIG SECONDED: MAYOR MUEHLBAUER TO ADOPT RESOLUTION 2024-33 PROVIDING THE PRELIMINARY APPROVAL OF A PROPOSED 2025 TAX LEVY AND SETTING BUDGET PUBLIC HEARING DATE FOR DECEMBER 2.

Ayes: Udvig, Vogel, and Mayor Muehlbauer.

Nays: Robinson
Motion carries: 3-1

C. CBD/THC Moratorium Discussion

Thunstrom reviewed the Staff report in regard to a CBD and THC moratorium.

Mayor Muehlbauer commended Staff for trying to get ahead of this months ago. He shared that he was against this at the time as it would put an ordinance on top of a State law. He apologized for not trusting Staff with this originally. He noted that he is now in favor of the moratorium so they can get ordinances in place for this.

Vogel shared that he is also in favor of the moratorium. He asked if they have other adult-use ordinances for other businesses. Thunstrom said yes and explained that these ordinances would likely be similar to those of liquor stores.

Udvig noted that she was also against the moratorium when Staff originally brought it to the Council; however, she now knows that Staff has better insight on this and would support a moratorium to work through this.

Robinson shared he is also in support of the moratorium. He asked if the City had a limit on the number of smoke shops allowed in the City. Thunstrom explained that with the higher potency products, they can make a decision on how many shops they allow. She added that State law requires them to have one. She said they currently do not have any limits in place for standard smoke shops.

Robinson asked if they are allowed to limit the number of standard smoke shops. Schaps said this is something that they can discuss. He noted that other cities have limits on these licenses.

The Council scheduled a Work Session for Monday, October 28 at 5:30 p.m. to discuss this further.

10. MEETING OPEN TO THE PUBLIC - NONE

11. REPORTS

A. Fire Department Monthly Report - July

Fire Chief Schmidt reviewed the Fire Department report for July. He shared that they are continuing to see a positive response in their response times with an average response time of eight minutes and 31 seconds. He added that there were a total of 66 calls for service for the month, with 20 fire calls and 46 EMS calls. He shared the average number of firefighters per response is also up to 6.8 firefighters per call. He explained that there were five ambulance response times over 20 minutes over the course of July. He shared that there were six initial fire inspections and four reinspections for the month. He thanked the Fire Department, Police Department, Public Works, the City Clerk, and all other Staff who stepped up to

help out with last week's multiple storm event.

Robinson asked about the situation with Nowthen. Schmidt shared that they held a second round of Fire Chief interviews last week and they were able to identify two candidates that they are sending off for a leadership assessment. He noted that both were outside candidates.

Robinson asked how many firefighters Nowthen has. Schmidt said they are up to 15.

Robinson asked about the situation with Bethel. Schmidt shared that they are continuing to move the needle with Bethel and they should have a community survey up and ready to go for both communities. He added that they hope to have more robust discussions towards the end of the year on how they make this more long-term.

Vogel asked how this survey will be sent. Schmidt said they are trying to create a QR code while also having person-to-person contact at farmer's markets or the Bottle Shop. He added that they have other resources in Bethel that they can tap into as well. He explained that they are working on a strategy of how they can get this survey into the most hands as possible.

Robinson suggested having some volunteer firefighters set up a booth outside of County Market or other establishments to reach people. Schmidt said they are not opposed to any outreach ideas.

Mayor Muehlbauer reiterated that the Council can only help better represent its residents if they participate and share their feedback. He thanked all Staff for their work responding to the storms last week.

The Council thanked Schmidt for a great report and the continued hard work from him and his Staff.

12. COUNCIL MEMBER REPORTS

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

Vogel shared that it was very reassuring to see how Staff responded to last week's storm. He gave a shout out to Connexus Energy for how quickly they were able to get people's power back on. He thanked Staff for the Off-Week Memo that they sent out. He said he would like to make this more public if possible as it is full of good information.

Mayor Muehlbauer considered residents to reach out to the City via email, phone, or social media to provide feedback or opinions on anything that Council and Staff has discussed this evening.

13. UPCOMING EVENTS

- September 5-8 - City Wide Garage Sale
- September 16 - City Council Meeting - 6:00 pm
- September 18 - Planning Commission Meeting - 7:00 pm
- September 21 - Recycling Event 8:00 am - 12:00 pm
- September 24 - Eddie Eagle Class - 5:30 pm
- September 25 - Bark Park Leash Cutting Ceremony - 5:30 pm

14. ADJOURNMENT

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

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

Nays: None

Motion carries: 4-0

There being no further business, Mayor Muehlbauer adjourned the regular City Council at 7:02 p.m.

Jennifer Wida, City Clerk

DRAFT



CITY COUNCIL AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Stahl Construction – Pay Applications No. 12 – Labor & Material
DATE: September 16, 2024

OVERVIEW:

Stahl has submitted Pay Application No. 11 for Labor and Material. Both applications have been reviewed by our Architect. The total payment will be for \$660,433.33 The breakdown is below.

- Labor - \$291,479.99
- Material - \$368,953.34

ACTION TO BE CONSIDERED:

Motion to approve Labor & Material Pay Applications No 12.

BUDGET IMPLICATION:

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

Attachments:

- Pay Application No. 12 Labor
- Pay Application No. 12 Material

Application and Certificate for Payment

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

Contractor: Stahl Construction Company

Owner: City of St. Francis

Architect: Brunton Architects & Engineers

Stahl Job #: 4020 LABOR

App. #: 12
 App. Date: September 10, 2024
 Month: August 2024

Continuation Sheet is attached

Contractor's Application for Payment

Original Contract Price	5,309,997.00
Net Change by Change Order	28,074.63
Changes Approved Previously	28,074.63
Changes Approved this Month	0.00
Current Contract Price	5,338,071.63
Work Completed and Material Stored to Date	4,461,521.36
Retainage 5% of Completed Work	164,818.32
Total Earned Less Retainage	4,296,703.04
Less Previous Certificates for payment	4,005,223.05

Current Payment Due \$ **291,479.99**

Balance to Finish, Plus Retainage \$ **1,041,368.59**

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

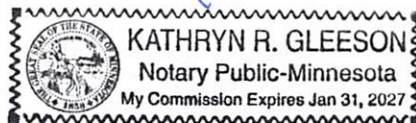
CONTRACTOR

By: *Debra J. Aldrich* Date: 9.10.24

State: Minnesota
 County: Hennepin

Subscribed and sworn to before me this 10th day of September 2024

Notary Public: *Kathryn R. Gleeson*



Architect's Certificate for Payment

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

ARCHITECT

By: *Vijai Sachdev* Date: 09/10/2024

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

Amount Certified \$ **291,479.99**

Approved by OWNER

By: _____ Date: _____

Continuation Sheet



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

Stahl Job #: 4020 LABOR
 App. #: 12
 App. Date: September 10, 2024
 Month: August 2024

Cost	Code	Description of Work	Name of Vendor / Subcontractor	Original Schedule of Values	Owner Change Orders	Current Schedule of Values	Work Completed		Materials Stored This Period	Work Completed / Material Stored		Balance	Retainage	
							Previous	This Period		Total	%		Total	%
		General Conditions	Stahl Construction	\$ 1,373,174.00	\$ 0.00	\$ 1,363,727.00	\$ 912,117.28	107,396.15	\$ -	\$ 1,019,513.43	75%	\$ 344,213.57	\$ 0.00	0%
02 41 00		Demolition Mechanical	Purchase Order	\$ 900.00	\$ 0.00	900.00	900.00	-	-	900.00	100%	0.00	-	0%
02 41 16		Earthwork/Demo	D.W.	\$ 286,646.00	\$ 10,858.32	297,504.32	286,608.320	5,528.00	-	292,136.32	98%	5,368.00	14,606.82	5%
02 80 00		Demolition Electrical	Purchase Order	\$ 8,700.00	\$ 0.00	8,700.00	8,700.00	-	-	8,700.00	100%	0.00	-	0%
03 00 00		Cast-in-Place Concrete	Northland Concrete	\$ 401,515.00	\$ 0.00	401,515.00	401,515.000	-	-	401,515.00	100%	0.00	20,075.75	5%
03 41 00		Precast Concrete	Taracon	\$ 310,914.00	\$ 0.00	313,732.00	288,864.25	23,313.18	-	312,177.43	100%	1,554.57	15,608.87	5%
05 05 00		Erect Metals	Topline Steel	\$ 65,200.00	\$ 1,670.00	61,381.00	59,381.00	2,000.00	-	61,381.00	100%	0.00	3,069.05	5%
06 10 00		Rough Carpentry	Tekton	\$ 160,548.00	\$ 1,372.00	204,290.00	193,355.30	5,467.35	-	198,822.65	97%	5,467.35	9,941.13	5%
06 20 00		Finish Carpentry	Keystone	\$ 68,200.00	\$ 0.00	70,200.00	-	-	-	-	0%	70,200.00	-	5%
07 10 00		Damproofing/Waterproofing		\$ 0.00	\$ 0.00	3,999.00	3,999.00	-	-	3,999.00	100%	0.00	199.95	5%
07 40 00		Metal Panels	Progressive Building Systems	\$ 15,000.00	\$ 0.00	15,000.00	-	14,840.00	-	14,840.00	99%	160.00	742.00	5%
07 50 00		Roofing	Northern Exposure	\$ 75,991.00	\$ 836.00	76,827.00	76,827.00	-	-	76,827.00	100%	0.00	3,841.35	5%
07 60 00		Flashing / Sheetmetal	MoCorp	\$ 30,000.00	\$ 0.00	-	-	-	-	-	#DIV/0!	0.00	-	5%
07 92 00		Joint Sealants	TBD	\$ 23,352.00	\$ 0.00	23,352.00	-	5,838.00	-	5,838.00	25%	17,514.00	291.90	5%
08 36 00		Sectional Overhead Doors	TBD	\$ 33,702.00	\$ 0.00	24,951.00	24,500.00	-	-	24,500.00	98%	451.00	1,225.00	5%
08 40 00		Glass/Glazing	East Side Glass	\$ 81,900.00	\$ 600.00	82,500.00	35,190.00	-	-	35,190.00	43%	47,310.00	1,759.50	5%
09 20 00		Drywall	Prestige	\$ 371,939.00	\$ (1,500.00)	378,500.00	378,500.00	-	-	378,500.00	100%	0.00	18,925.00	5%
09 30 00		Tiling	Super Set Tile	\$ 33,901.00	\$ 0.00	33,901.00	13,147.39	15,436.89	-	28,584.28	84%	5,316.72	1,429.21	5%
09 50 00		Acoustical Ceilings	Minnesota Acoustics	\$ 26,200.00	\$ 0.00	26,200.00	21,000.00	2,500.00	-	23,500.00	90%	2,700.00	1,175.00	5%
09 62 00		Specialty Flooring	Concrete Treatments	\$ 16,863.00	\$ 0.00	16,863.00	-	-	-	-	0%	16,863.00	-	5%
09 68 00		Carpet	Multiple Concepts Interiors	\$ 22,160.00	\$ 0.00	22,160.00	-	4,432.00	-	4,432.00	20%	17,728.00	221.60	5%
09 90 00		Painting / VWC	Wasche	\$ 86,520.00	\$ 250.00	86,770.00	65,140.00	8,652.00	-	73,792.00	85%	12,978.00	3,689.60	5%
10 14 00		Signage	TBD	\$ 13,295.00	\$ (1,420.00)	11,875.00	-	-	-	-	0%	11,875.00	-	5%
10 22 26		Operable Partitions	Skold	\$ 16,300.00	\$ (9,100.00)	9,900.00	7,700.00	-	-	7,700.00	78%	2,200.00	385.00	5%
10 51 70		Security Lockers	Geargrid	\$ 5,880.00	\$ 0.00	5,880.00	5,880.00	-	-	5,880.00	100%	0.00	294.00	5%
11 99 00		Fire Pole	TBD	\$ 7,000.00	\$ 0.00	-	-	-	-	-	#DIV/0!	0.00	-	5%
12 20 00		Window Treatments	TBD	\$ 4,500.00	\$ 0.00	4,500.00	-	-	-	-	0%	4,500.00	-	5%
12 36 00		Solid Surface Countertops	Innovative Surfaces	\$ 32,512.00	\$ 0.00	32,512.00	-	11,949.00	-	11,949.00	37%	20,563.00	597.45	5%
13 24 00		Steam Showers	TBD	\$ 5,000.00	\$ 0.00	1,600.00	-	-	-	-	0%	1,600.00	-	5%
14 20 00		Elevators	Otis	\$ 37,164.00	\$ 0.00	37,164.00	-	-	-	-	0%	37,164.00	-	5%
14 60 00		Holists and Cranes	Aero	\$ 3,000.00	\$ 0.00	3,000.00	-	-	-	-	0%	3,000.00	-	5%
21 00 00		Fire Suppression	Breth Zen Zen	\$ 73,000.00	\$ (200.00)	72,800.00	69,900.00	2,900.00	-	72,800.00	100%	0.00	3,640.00	5%
22 00 00		Plumbing	Falcon	\$ 402,000.00	\$ 18,233.00	425,072.00	409,188.00	6,312.00	-	415,500.00	98%	9,572.00	20,775.00	5%
23 00 00		HVAC	Sentra Sota	\$ 392,000.00	\$ 6,039.00	398,039.00	314,844.00	41,695.00	-	356,539.00	90%	41,500.00	17,826.95	5%
26 00 00		Electrical	AJ Moore	\$ 285,137.00	\$ 26,139.51	311,276.51	229,316.73	18,392.00	-	247,708.73	80%	63,567.78	12,385.44	5%
32 12 00		Asphalt Paving	Northwest Bituminous	\$ 34,700.00	\$ 0.00	34,700.00	-	20,750.00	-	20,750.00	60%	13,950.00	1,037.50	5%
32 16 00		Site Concrete	Crosstown Masonry	\$ 219,000.00	\$ 1,953.00	223,005.00	221,505.00	-	-	221,505.00	99%	1,500.00	11,075.25	5%
32 90 00		Landscaping	Springfall Landscaping	\$ 35,766.00	\$ (4,120.00)	31,646.00	-	-	-	-	0%	31,646.00	-	5%

Continuation Sheet



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

Stahl Job #: 4020 LABOR
 App. #: 12
 App. Date: September 10, 2024
 Month: August 2024

Cost	Code	Description of Work	Name of Vendor / Subcontractor	Original Schedule of Values	Owner Change Orders	Current Schedule of Values	Work Completed		Materials Stored This Period	Work Completed / Material Stored		Balance	Retainage	
							Previous	This Period		Total	%		Total	%
Allowances														
70	80 13	Allowance for Building Permit		110,000.00	\$ (27,006.44)	82,993.56	82,993.56	-	-	82,993.56	100%	0.00	-	0%
71	00 00	Contingency		80,418.00	\$ 0.00	75,666.00	-	-	-	-	0%	75,666.00	-	0%
Subtotals				\$ 5,249,997.00	\$ 24,604.39	\$ 5,274,601.39	\$ 4,111,071.83	\$ 297,401.57	\$ 0.00	\$ 4,408,473.40	84%	\$ 866,127.99	\$ 164,818.32	
90	00 00	Contractor Overhead / Profit	Stahl Construction	60,000.00	3,470.24	63,470.24	49,469.28	3,578.68	-	53,047.96	84%	10,422.28	0.00	0%
Totals				\$ 5,309,997.00	\$ 28,074.63	\$ 5,338,071.63	\$ 4,160,541.11	\$ 300,980.25	\$ 0.00	\$ 4,461,521.36	84%	\$ 876,550.27	\$ 164,818.32	

Application and Certificate for Payment

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

Contractor: Stahl Construction Company

Owner: City of St. Francis

Architect: Brunton Architects & Engineers

Stahl Job #: 4020-10 Material

App. #: 12
 App. Date: September 10, 2024
 Month: August 2024

Continuation Sheet is attached

Contractor's Application for Payment

Original Contract Price	6,531,580.00
Net Change by Change Order	47,670.31
Changes Approved Previously	47,670.31
Changes Approved this Month	0.00
Current Contract Price	6,579,250.31
Work Completed and Material Stored to Date	5,970,691.84
Retainage	-
Total Earned	5,970,691.84
Less Previous Certificates for payment	5,601,738.50

Current Payment Due \$ **368,953.34**

Balance to Finish, Including Retainage..... \$ **608,558.47**

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

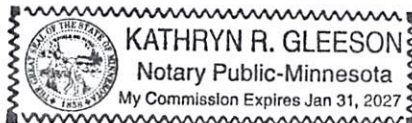
CONTRACTOR

By: *Dubravka Alchich* Date: 9.10.24

State: Minnesota
 County: Hennepin

Subscribed and sworn to before me this 10th day of September 2024

Notary Public: *Kathryn R. Gleeson*



Architect's Certificate for Payment

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

ARCHITECT

By: *Vijin Sachdev* Date: 09/10/2024

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

Amount Certified \$ **368,953.34**

Approved by OWNER

By: _____ Date: _____

Continuation Sheet



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

Stahl Job #: 4020-10 Material
 App. #: 12
 App. Date: September 10, 2024
 Month: August 2024

Cost	Code	Description of Work	Name of Vendor / Subcontractor	Original Schedule of Values	Owner Change Orders	Current Schedule of Values	Work Completed		Materials Stored This Period	Work Completed / Material Stored		Balance	Retainage	
							Previous	This Period		Total	%		Total	%
01 80 19	Insurance	Stahl Construction	\$ 40,000.00	\$ 0.00	40,000.00	40,000.00	-	-	40,000.00	100%	0.00	-	0%	
03 30 00	Concrete	Northland Concrete	\$ 223,085.00	\$ 0.00	223,085.00	223,085.00	-	-	223,085.00	100%	0.00	-	0%	
03 41 00	Precast Concrete	Taracon	\$ 1,981,079.00	\$ 0.00	1,981,079.00	1,981,079.00	-	-	1,981,079.00	100%	0.00	-	0%	
05 10 00	Furnish Metals	Ben's Structural	\$ 200,657.00	\$ 6,529.00	207,781.00	207,781.00	-	-	207,781.00	100%	0.00	-	0%	
06 10 00	Rough Carpentry	Tekton	\$ 38,775.00	\$ 0.00	38,775.00	36,836.25	1,938.75	-	38,775.00	100%	0.00	-	0%	
06 40 00	Architectural Woodwork	Distinctive Cabinets	\$ 101,940.00	\$ 0.00	101,940.00	45,860.00	53,319.50	-	99,179.50	97%	2,760.50	-	0%	
06 60 00	Solid Surface / Stainless Fabrications	MoCorp	\$ 1,745.00	\$ 0.00	-	-	-	-	-	#DIV/0!	0.00	-	0%	
07 01 00	Dampproofing/Waterproofing		\$ 0.00	\$ 0.00	2,751.00	2,751.00	-	-	2,751.00	100%	0.00	-	0%	
07 40 00	Metal Panels	Progressive Building Systems	\$ 9,277.00	\$ 0.00	9,277.00	-	9,277.00	-	9,277.00	100%	0.00	-	0%	
07 50 00	Roofing	Northern Exposure	\$ 260,841.00	\$ 293.00	260,841.00	260,841.00	-	-	260,841.00	100%	0.00	-	0%	
07 60 00	Flashing / Sheet Metal	MoCorp	\$ 25,000.00	\$ 0.00	25,717.90	15,307.11	-	-	15,307.11	60%	10,410.79	-	0%	
07 92 00	Joint Sealants		\$ 8,000.00	\$ 0.00	8,000.00	-	2,000.00	-	2,000.00	25%	6,000.00	-	0%	
08 10 00	Doors / Frames / Hardware	Contract Hardware	\$ 188,200.00	\$ (35.00)	188,165.00	156,785.00	25,000.00	-	181,785.00	97%	6,380.00	-	0%	
08 36 00	Sectional OH Doors	TBD	\$ 190,981.00	\$ 0.00	181,945.00	181,945.00	-	-	181,945.00	100%	0.00	-	0%	
08 40 00	Glass/Glazing	East Side Glass	\$ 210,200.00	\$ 0.00	210,200.00	197,750.00	-	-	197,750.00	94%	12,450.00	-	0%	
09 20 00	Drywall	Prestige	\$ 145,000.00	\$ 300.00	145,300.00	145,300.00	-	-	145,300.00	100%	0.00	-	0%	
09 30 00	Tiling	Super Set Tile	\$ 34,536.00	\$ 0.00	34,536.00	28,161.44	5,414.37	-	33,575.81	97%	960.19	-	0%	
09 50 00	Acoustical Ceilings	Minnesota Acoustics	\$ 40,300.00	\$ 0.00	40,300.00	20,150.00	20,150.00	-	40,300.00	100%	0.00	-	0%	
09 62 00	Specialty Flooring	Concrete Treatments	\$ 9,080.00	\$ 0.00	9,080.00	-	-	-	-	0%	9,080.00	-	0%	
09 68 00	Carpet	Multiple Concepts Interiors	\$ 75,640.00	\$ 0.00	75,640.00	-	68,375.27	-	68,375.27	90%	7,264.73	-	0%	
09 90 00	Painting / VWC	Wasche	\$ 14,700.00	\$ 40.00	14,740.00	14,005.00	-	-	14,005.00	95%	735.00	-	0%	
10 14 00	Signage	TBD	\$ 62,396.00	\$ (9,529.00)	52,867.00	-	-	-	-	0%	52,867.00	-	0%	
10 22 26	Operable Partitions	Skold	\$ 7,200.00	\$ 9,100.00	16,300.00	2,000.00	-	-	2,000.00	12%	14,300.00	-	0%	
10 51 70	Security Lockers	Geargrid	\$ 22,370.00	\$ 0.00	22,370.00	22,370.00	-	-	22,370.00	100%	0.00	-	0%	
10 75 00	Light Poles	Construction Supply	\$ 44,955.00	\$ 5,947.55	50,902.55	6,819.00	31,196.55	-	38,015.55	75%	12,887.00	-	0%	
11 99 00	Fire Pole	McIntire Brass Works	\$ 50,000.00	\$ 0.00	50,000.00	48,477.00	-	-	48,477.00	97%	1,523.00	-	0%	
12 20 00	Window Treatments	TBD	\$ 35,530.00	\$ 0.00	35,530.00	-	-	-	-	0%	35,530.00	-	0%	
12 36 00	Solid Surface Countertops	Innovative Surfaces	\$ 76,135.00	\$ 0.00	76,135.00	-	27,699.00	-	27,699.00	36%	48,436.00	-	0%	
13 24 00	Steam Bath	TBD	\$ 13,447.00	\$ 0.00	7,609.00	-	3,800.00	-	3,800.00	50%	3,809.00	-	0%	
14 20 00	Elevators	Otis	\$ 55,748.00	\$ 0.00	55,748.00	37,165.00	-	-	37,165.00	67%	18,583.00	-	0%	
14 60 00	Holst and Cranes	Aero	\$ 7,250.00	\$ 0.00	6,850.00	-	-	-	-	0%	6,850.00	-	0%	
21 00 00	Fire Suppression	Breth Zen Zen	\$ 58,800.00	\$ (2,000.00)	56,800.00	55,860.00	940.00	-	56,800.00	100%	0.00	-	0%	
22 00 00	Plumbing	Falcon	\$ 565,000.00	\$ 30,360.10	615,827.20	608,507.30	-	-	608,507.30	99%	7,319.90	-	0%	
23 00 00	HVAC	Sentra Sota	\$ 436,000.00	\$ 9,489.00	445,489.00	436,247.00	5,242.00	-	441,489.00	99%	4,000.00	-	0%	
26 00 00	Electrical	AJ Moore	\$ 844,523.00	\$ 858.93	845,381.93	516,250.27	83,421.00	-	599,671.27	71%	245,710.66	-	0%	
31 00 00	Earthwork	D.W.	\$ 99,500.00	\$ 0.00	99,500.00	97,000.00	1,000.00	-	98,000.00	98%	1,500.00	-	0%	
32 12 00	Asphalt Paving	Northwest Bituminous	\$ 48,800.00	\$ 0.00	48,800.00	-	26,500.00	-	26,500.00	54%	22,300.00	-	0%	
32 16 00	Site Concrete	Crosstown Masonry	\$ 152,000.00	\$ 2,983.00	157,535.00	157,535.00	-	-	157,535.00	100%	0.00	-	0%	
32 90 00	Landscaping	Springfall Landscaping	\$ 45,203.00	\$ (7,287.00)	37,916.00	-	-	-	-	0%	37,916.00	-	0%	

Continuation Sheet



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

Stahl Job #: 4020-10 Material
 App. #: 12
 App. Date: September 10, 2024
 Month: August 2024

Cost Code	Description of Work	Name of Vendor / Subcontractor	Original Schedule of Values	Owner Change Orders	Current Schedule of Values	Work Completed		Materials Stored This Period	Work Completed / Material Stored		Balance		Retainage	
						Previous	This Period		Total	%	Total	%		
71 00 10	Unallocated		2,980.00									0.00		
71 00 00	Contingency		40,000.00	\$ 0.00	32,916.00					0%	32,916.00			0%
			Subtotals	\$ 6,466,580.00	\$ 47,049.58	\$ 6,513,629.58	\$ 5,545,867.37	\$ 365,273.44	\$ 0.00	\$ 5,911,140.81	91%	\$ 602,488.77	\$ 0.00	
90 00 00	Contractor Overhead / Profit	Stahl Construction	65,000.00	620.73	65,620.73	55,871.13	3,679.90	-	59,551.03	91%	6,069.70	0.00	0%	
			Totals	\$ 6,531,580.00	\$ 47,670.31	\$ 6,579,250.31	\$ 5,601,738.50	\$ 368,953.34	\$ 0.00	\$ 5,970,691.84	91%	\$ 608,558.47	\$ 0.00	



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Paul Carpenter, Public Works Director
SUBJECT: Facility Technician Job Posting
DATE: September 16, 2024

OVERVIEW:

In 2025, with the new building coming online, contracts, building services and facility maintenance were reviewed. Staff provided feasible options to Council on ways to address not only the new building, but existing facility needs.

Increases are expected in both contract and staff commitments with cleaning and snow removal. It is anticipated that the cleaning contract will double in cost by adding the new building in 2025. This does not account for the time and cost of existing staff.

The Facility Technician Job opening was discussed and approved on the August 12th Work Session.

Position will be posted in October to have a November start date as we enter the new building and prepare for adverse weather needs.

ACTION TO BE CONSIDERED:

Council to review and approve the proposed job description and authorize staff to fill the position of Facilities Technician.

BUDGET IMPLICATION:

The Facility Technician position is budgeted for 2025.

Attachments:

- Facility Technician Job Posting

**City of
ST. FRANCIS**

POSITION PROFILE

<u>Effective Date:</u>	September 2024		
<u>Position Title:</u>	Facilities Technician	<u>Status:</u>	Non-Exempt
<u>Department:</u>	Administration	<u>Approved:</u>	_____
<u>Accountable to:</u>	City Administrator	<u>Grade:</u>	3

Primary Objectives

Performs custodial, janitorial work as well as light building maintenance and minor repairs, including carpentry, patching and painting walls, replacing ceiling tiles and light bulbs, unclogging drains, assemble, move and repair furniture and other similar duties. Monitors general condition of buildings, facilities and equipment and notifies supervisor of items needing repair or replacement.

Performs general duties such as snow removal, shoveling, and salting entrances and sidewalks at City Hall/Fire Station facility.

Perform preventative and routine maintenance of equipment and property, such as, but not limited to equipment and light electrical. Makes minor repairs and or takes corrective action as necessary.

Ordering of kitchen, cleaning and toiletry supplies when needed.

Supervision Received

Works under the general and/or technical supervision of the Deputy Administrators and Public Works Director

Supervision Exercised

None.

MAJOR AREAS OF ACCOUNTABILITY

1. Participates in the cleaning and general janitorial services within all city buildings. Performs such duties as dusting, cleaning floors, sinks, drinking fountains, locker rooms, widows and glass, pick up and remove trash, clean and sanitize restrooms, toilets and adding paper products to dispensers, vacuums carpets and mats, clean and disinfects spills and stains.

2. Performs general and routine duties as directed related, maintenance and upkeep of city facilities.
3. Orders and stocks all City consumables and paper products.
4. Reports unsafe conditions to Public Works Director and works to correct conditions as reasonably able.
5. Assists with minor repairs and maintenance. (e.g. changing light bulbs, blinds, shelves, assembling furniture, etc.)
6. Assists in monitoring the security of the building to ensure building remains secure and attends monthly safety committee meetings.
7. Assists with events as needed, including the coordination of set up and tear down with furniture, movement of equipment/furniture or placement of structures.
8. Snow and Ice removal on sidewalks around City Hall and Fire Station to assist in safety of employees and visitors. Assist other city owned facilities as needed.
9. Performs other duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES

- Maintain working relationships with all departments
- Maintain logbooks or records of upkeeping, annual tasks
- Coordinate and monitor work orders, schedules and facility needs
- Work with minimal direct supervision in a safe and efficient manner
- Ability to properly and safely use hand and power tools, analytical equipment, painting equipment, sewer cleaning equipment and snow removal equipment
- Knowledge of city properties and the maintenance needs of each
- Ability to respond to emergency calls within 45 minutes
- Must wear safety equipment when required and follow established safety practices and procedures
- Using a variety of cleaning techniques, appropriate chemicals and cleaning equipment

MINIMUM QUALIFICATIONS

- Minimum of two years relevant employment experience, or one-year education or training in repairs of mechanical systems in residential or commercial building
- Able to meet standard background check, including fingerprinting
- Possesses a valid and unrestricted Driver’s License and a satisfactory driving record
- Ability to lift up to 75 pounds, with or without special accommodations
- Ability to work both inside and outside in all weather conditions



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Paul Carpenter, Public Works Director
SUBJECT: **URRWMO Joint Powers Agreement Update**
DATE: September 16, 2024

OVERVIEW:

The JPA is the forming document of the Upper Rum River WMO. It is a legal agreement between the six-member cities. It sets the authorities and limits of authorities. It specifies each city’s role to have representatives on the URRWMO board. The original JPA dates to the mid-1980’s. Since that time there was one minor update to the agreement in 2011. That update was to simplify processes for payment of bills. The current JPA is so outdated and had so many organizational issues that it necessary to completely “unwind” the document and re-organize it. The URRWMO joint powers agreement (JPA) is 30+years old and in need of update. The URRWMO board has developed a recommended revised JPA.

Please note that the URRWMO cannot levy tax. The member cities must approve the URRWMO’s budget and levy their own tax to pay a contribution to the URRWMO. Cities contribute funding by the same formula that has been used for 3+ decades. Operating (administrative) costs are equally split six ways. Non-operating (projects) costs are shared by a formula that equally weights land area and market valuations of each city.

Although there were significant language changes and the format has been updated, the practical effect of the changes is housekeeping in nature. The alterations do not change the operations of the organization, nor the funding authority, which remains with the St. Francis City Council.

ACTION TO BE CONSIDERED:

Council to review and approve the updated URRWMO JPA.

BUDGET IMPLICATION:

None

Attachments:

- Upper Rum River Watershed Management Organization JPA

**UPPER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION
JOINT POWERS AGREEMENT**

THIS UPPER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION JOINT POWERS AGREEMENT (“**Agreement**”) is made and entered into by and among the local government units of the City of Bethel, City of East Bethel, City of Ham Lake, City of Nowthen, City of Oak Grove, and City of St. Francis. The purpose of this Joint Powers Agreement is to continue the Water Management Organization previously established by the local government units to assist them with surface water, ground water, water quality, and water usage issues. The named local government units may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. The parties have elected to exercise their authority under the Metropolitan Surface Water Management Act contained in Minnesota Statutes, sections 103B.201 to 103B.255 (“**Act**”) to establish the Upper Rum River Water Management Organization (“**WMO**”), a joint powers watershed management organization, to cooperatively manage and plan for the management of surface water within the watershed.
- B. The parties have authority pursuant to Minnesota Statutes, section 471.59 to enter into a joint powers agreement to jointly exercise any power common to the parties and are expressly authorized by the Act to form the WMO.
- C. The parties have previously acted pursuant to its authority to establish the “Upper Rum River Watershed Management Organization Board” (“**Board**”) and said Board is hereby reaffirmed as the entity charged with the authority and responsibility to manage the WMO.
- D. The Board has previously acted to adopt a watershed management plan (“**Watershed Management Plan**”) for the watershed.
- E. The parties desire to enter into this Agreement to reaffirm the WMO and the Board in furtherance of its efforts to continue working cooperatively to prepare and administer a surface water management plan to manage and implement program in accordance with the Act and Minnesota Rules, chapter 8410.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, the parties mutually agree as follows:

SECTION I
Establishment and General Purpose

1.1 **Establishment:** The establishment of the “Upper Rum River Water Management Organization” is hereby reaffirmed in accordance with the Act and such other laws and rules as may apply. The official office of the WMO shall be the Oak Grove City Hall, 19900 Nightingale St NW, Oak Grove, MN 55011. All notices required under this Agreement shall be delivered or served at said office. The Board may change the location of the office as it determines it needed. Upon any such change the Board shall provide written notice to the parties of the new location.

1.2 **Purpose:** It is the general purpose of the parties to this Agreement to continue the Board the parties established to jointly and cooperatively develop a Watershed Management Plan for the WMO to carry out the purposes identified in Minnesota Statutes, section 103B.201. The plan and programs shall operate within the boundaries of the Upper Rum River Watershed as identified in the official map attached hereto as Appendix 1 (“Area”). The boundaries of the Area are subject to change utilizing the procedure set out in Minnesota Statutes, section 103B.225 as may be needed to better reflect the hydrological boundaries of the Area.

SECTION II
Upper Rum River Watershed Management Organization Board

2.1 **Establishment:** The parties hereby reaffirm the establishment and continued operation of the “Upper Rum River Watershed Management Organization Board” in accordance with the Act. Each party to this Agreement is a member of the Board, which shall carry out the purposes and have the powers as provided herein.

2.2 **Joint Board:** The WMO is governed by the Board, which is comprised of up to eight (8) members (individually a “**Board Member**” and collectively the “**Board Members**”) appointed by the parties. The Board has the duties and powers as provided in state law and this Agreement.

2.3 **Board Membership:** Each party shall appoint two (2) members to represent it on the Board, one of which shall be the mayor or councilmember of the city or an elected or appointed official of the town board. Each party shall notify the Board of each Board Member it appoints by providing it a copy of the appointment resolution or a copy of the meeting minutes at which the appointment occurred. Each Board Member shall have one (1) vote on the Board and must be present to vote. The authority of a Board Member to vote shall be suspended if the appointing party is delinquent in making any payments due to the WMO. The voting authority of the Board Member shall be restored once the party pays all past due amounts.

2.4 **Alternate Board Members:** Each party may appoint one alternate member (“**Alternate Member**”) to the Board in the same manner required to appoint a Board Member. The Alternate Member is authorized to attend and vote at a Board meeting in the absence or disability of the appointing party’s Board Member. If the absent Board Member is also an officer of the Board, the Alternate Member shall not be entitled to serve as such officer. If necessary, the Board may select a current Board Member to temporarily undertake the duties of the absent officer. Alternate board members are intended to serve only for short term absences of the Board

Member of less than five missed meetings. In the case of longer term absence, the appointing authority shall consider replacing the Board Member.

2.5 Term: Board Members serve indefinite terms as determined by the appointing party. A party may remove its Board Member or Alternate Member as provided in Minnesota Statutes, section 103B.227, subdivision 3. The party shall notify the Board of the removal in writing within ten (10) days of acting to remove the Board Members. The appointing party shall act to fill the vacancy as provided in this Agreement.

2.6 Vacancies: The Board shall notify the Board of Water and Soil Resources of member appointments and vacancies in member positions within 30 days. The party with the vacancy on the Board shall act to fill it by appointment within 90 days after the vacancy occurs. The party is required to follow the procedures set out in Minnesota Statutes, section 103B.227 to fill the vacancy.

2.7 Compensation and Expenses: Board Members shall not be entitled to compensation or reimbursement for expenses incurred in attending meetings from the WMO. Nothing herein prohibits a party from choosing, in its sole discretion and cost, to compensate or reimburse the expenses of its Board Members.

2.8 Officers: The Board shall elect from its membership a Chair, a Vice-Chair, a Secretary, and a Treasurer. All such officers shall hold office for a term of one (1) year and until their successors have been qualified and duly elected by the Board. An officer may serve only while a member of the Board. A vacancy in an officer position shall be filled from the membership of the Board by election for the remainder of the unexpired term of such office.

2.9 Duties of Officers: The Chair shall serve as the presiding officer at Board meetings, execute documents on behalf of the Board, sign checks, and perform other duties and functions as may be determined by the Board. The Vice-Chair shall undertake the duties of the Chair in the absence or disability of the Chair. The Secretary shall maintain the records of the WMO, Board meeting minutes, ensure meetings are properly noticed, maintain a copy of the schedule of regular meetings, countersign documents with the Chair when required, and performs such other duties as assigned by the Board. The Secretary may delegate one or more specific duties of the position. The Secretary will customarily delegate the following to a contracted recording secretary or watershed coordinator: preparation of meeting minutes, public notices of meetings, maintaining records of the organization, maintaining a copy of the regular meeting schedule, and making a good faith effort to notify board members of a meeting cancellation. The Treasurer shall oversee the WMO's budget and finances, sign checks, and performs such other duties as assigned by the Board.

2.10 Quorum: A majority of the Board Members shall constitute a quorum. Less than a quorum may adjourn a scheduled meeting. A simple majority of the quorum is required for the Board to act unless a higher number of votes is required by this Agreement or by law. A Board vacancy or the suspension of voting rights as provided herein shall temporarily reduce the number of Board Members required for a quorum.

2.11 Meetings:

- A. Regular Meetings. The Board shall develop a schedule of its regular meetings and post the schedule on the WMO’s website. The Chair and Vice-Chair may cancel a meeting due to a lack of business items.

- B. Special Meetings. The Board may hold such special meetings as it may determine are needed to conduct the business of the WMO. A special meeting may be called by the Chair or by any two Board Members. The Secretary or their delegate shall post and provide notice of special meetings to the Board Members.

- C. Annual Meeting. The Board shall hold an annual meeting in or around May. At the annual meeting the Board, at a minimum, shall:
 - 1. Elect officers for the next fiscal year;
 - 2. Establish the annual budget and work plan;
 - 3. Hear recommendations on amendments to this Agreement and the Watershed Management Plan;
 - 4. Biennially renew or decide on contracts for professional, legal, and administrative services;
 - 5. Decide on regular meeting dates; and
 - 6. Select a newspaper of record and designate the bulletin board for the posting of public notices.

- D. Location. The Board shall conduct its meetings at the location designated by the Board, which shall constitute its regular meeting location. The Board may change the location of its regular meeting or for one or more particular meetings.

- E. Compliance. Board meetings shall be noticed and conducted in accordance with the requirements of the Minnesota Open Meeting Law (Minnesota Statutes, chapter 13D). The official posting place for notices shall be the meeting location designated by the Board for its regular meetings. Meeting notices will also be posted on the WMO’s website.

- F. Conduct of Meetings: The Board may adopt rules of order and procedure for the conduct of its meetings. The Board may adopt any such rules upon a majority vote of all the Board Members. In accordance with Minnesota Statutes, section 103B.211, subdivision 1(c), decisions by the Board may not require more than a majority vote, except a decision on a capital improvement project may require up to a two-thirds vote if expressly required in the Board’s rules. This limitation

does not apply to votes required by the parties under this Agreement, which may expressly require a unanimous vote by all parties.

SECTION III
Board Powers and Duties

3.1 Authority: The Board shall have authority provided for in this Agreement and the Act, subject to any limitations contained in this Agreement. The Board’s authority includes, but is not limited to, the following:

- A. The authority to prepare, adopt, and implement a plan for the Upper Rum River Watershed that satisfies the requirements of Minnesota Statutes, section 103B.231;
- B. The authority to review and approve local water management plans as provided in Minnesota Statutes, section 103B.235, subdivision 3;
- C. The authority to contract for services, including with a party, as needed to carry out its duties and may employ such other persons as it deems necessary. Where staff services of a party are contracted, such services shall not reduce the financial commitment of such party to the operating fund of the Board unless the Board so authorizes;
- D. The authority to work cooperatively with other watersheds and, if unanimously approved by the parties, to participate in a comprehensive watershed management planning program provided for in Minnesota Statutes, section 103B.801; and
- E. The Board shall have such other powers necessary to exercise the authorities provided in this Agreement and may take such actions as are reasonably necessary and convenient to carry out the purpose of this Agreement.

3.2 Watershed Management Plan: The Board shall update as needed and administer the Watershed Management Plan for the Upper Rum River Watershed. The Watershed Management Plan shall comply with Minnesota Statutes, section 103B.231, subdivision 4, Minnesota Rules, chapter 8410, and other applicable laws.

3.3 Committees: The Board may appoint such committees and subcommittees as it deems necessary. The Board shall establish a citizen advisory committee and technical advisory committee and promote other means of public participation.

- A. Citizen and/or technical advisory committees will be formed from time-to-time as deemed appropriate by the Board and shall be issue-specific. Committees may be formed that include both citizens and technical experts. Committees shall operate by seeking consensus, while noting any dissenting opinions. Committee findings shall be reduced to writing and submitted to the Board. In all cases, committees shall be advisory in nature and their findings shall be referred to the Board. Issues

that may warrant formation of advisory committees include, but are not limited to, the following: amendments or updates to the WMO's Watershed Management Plan; lake level or water quality issues; a total maximum daily load (TMDL) impaired waters study or implementation of the study; capital improvement projects; major hydrological changes in the watershed; and others as deemed appropriate by the Board.

- B. Technical advisory committees shall include technical experts in areas relating to land use, natural resources, pollution control, and soil and water resources.
- C. Citizen advisory committees shall include residents and elected officials from the affected area including, but not limited to, homeowners, business owners, lake association or lake improvement district representatives, and others as may be selected by the Board.
- D. All advisory committees shall include at least one Board member.

3.4 Rules and Regulations: The Board may prescribe and promulgate such rules and regulations as it deems necessary or expedient to carry out its powers and duties and the purpose of the Agreement.

3.5 Review and Recommendations: Where the Board is authorized or requested to review and make recommendations on any matter relating to the Watershed Management Plan, the Board shall act on such matter within 60 days of receipt of the matter referred. Failure of the Board to act within 60 days shall constitute a recommendation of approval of the matter referred, unless the Board requests and receives from the referring unit of government an extension of time to act on the matter referred. Such extension shall be in writing and acknowledged by both parties.

3.6 Ratification: The Board may, and where required by this Agreement shall, refer matters to the governing bodies of the parties for review, comment, or action.

3.7 Financial Matters:

- A. Method of Operation. The Board may collect and receive money and contract for services subject to the provision of the Agreement from the parties and from any other sources approved by the Board. The Board may incur expenses and make disbursements necessary and incidental to the effectuation of the purposes of this Agreement. Funds may be expended by the Board in accordance with procedures established herein. Checks shall be signed by the Chair and Treasurer. The Board may appoint another member to sign checks on behalf of the Chair or Treasurer when either is not available to sign. Other legal instruments shall, upon Board approval, be executed on behalf of the Board by the Chair or Vice-Chair and countersigned by the Secretary.
- B. Budgeting.

1. Prepared. The WMO’s fiscal year shall be the calendar year. On or before June 1st of each year, the WMO shall prepare a work plan and budget for the following year. The annual budget shall provide details to support the proposed revenues and expenditures for the WMO. This detail shall be sufficient to meet standard budget and/or accounting principles generally recognized for governmental organizations. Expenditures may include administrative expenses, plan development costs, review expenses, capital improvement costs, and insurance costs. A majority vote of the Board is required to approve the proposed work plan and budget.

2. Party Review. The Board shall forward the approved proposed budget to the parties for review and ratification along with a statement showing each party’s proposed share of the budget. Within 60 days of receipt of the proposed budget, each party shall communicate its ratification of the budget or provide a written explanation of any objections or concerns it has regarding the proposed budget. No party may withhold ratification solely based on objections to the terms of this Agreement or to matters that do not directly relate to a budgeted item to be funded entirely by the parties. Any party that fails to respond within that period shall be deemed to have ratified the proposed budget. The Board shall consider any written objections or concerns received from a party and shall provide a written response that is copied to all of the parties. If the response includes any proposed changes in the proposed budget, the parties shall act on ratifying the revised budget within 30 days.

3. Adoption. The proposed budget shall be deemed approved upon ratification by all of the parties. If only one party refuses to ratify the proposed budget, the previous year’s budget shall be extended to the current fiscal year together with any increases in the proposed budget, but the total of all such increases shall not exceed 10% of the total community contributions for that year as represented in the currently approved Watershed Management Plan. If the proposed budget contains a total increase of more than 10% of the total community contributions for the year as represented in the currently approved Watershed Management Plan, the Board shall reduce it as needed so the approved budget meets this criterion. The proposed budget, with any required reductions, shall become the adopted budget. If a party refuses to ratify the proposed budget for three consecutive years, that party is required to participate in mediation with the representatives of the other parties as provided in Section 7.1 of this Agreement, unless a majority of the other parties elect not to require mediation. The purpose of the mediation is to identify and resolve the specific reasons causing the party to not ratify the budgets. Engaging in mediation, or the failure to reach agreement in mediation, does not delay or alter the process set out in this paragraph for reaching an approved budget regardless of one party’s refusal to ratify it.

- 4. Payment. The Board shall certify the approved budget to each party together with a statement showing the budgeted amounts applicable to each party. Each party shall pay to the WMO the amount owing in two (2) equal installments, the first on or before January 15 and the second on or before July 15 in accordance with the tax year for which the amount due is being paid.
- 5. Failure to Pay. Any party who is more than 60 days in default in paying its share to the WMO's general fund shall have the vote of its Board Members suspended pending the payment of its proportionate share. Any Board Member whose vote is under suspension shall reduce the number required for a quorum and to act on matters before the Board.

C. Party Contributions. The budget will include a work plan and operating costs in accordance with the following.

- 1. Work Plan Budget. Each party's percentage share of the Board's work plan (non-operational) budget for which they are responsible shall be as follows:

$$((PA / WA) + (PV / WV)) / 2 = \text{the party's percentage share of the organization's non-operating budget.}$$

- PA = Party's area within the watershed organization area
- WA = Watershed organization area
- PV = Party's market valuation within the watershed organization area
- WV = Market valuation of the watershed organization area

The Board will calculate updated percentage contributions Parties every fifth year.

- 2. Operating Costs Budget. Each party's percentage share of the operating costs for which they are responsible shall be as set out below. Operating costs included in this budget are defined as copies, postage, recording secretary fees, insurance, and administrative fee charged to each party. The administrative fee may include fees for general administrative services, annual reporting to the State and parties, providing required public notices, and required advertisement for secretarial or administrative professional services.

$$\text{Operating budget} / \text{Number of Parties} = \text{each party's percentage share of the organization's operating budget.}$$

D. Review Services. When the Board is authorized or requested to undertake a review and submit recommendations to a party as provided in this Agreement, the Board shall conduct such review, without charge, except as provided below. Where the project size and complexity of review are deemed by the Board to be extraordinary and substantial, the Board may charge a fee for such review

services, the amount to be based upon direct and indirect costs attributable to that portion of review services determined by the Board to be extraordinary and substantial. Where the Board determines that a fee will be charged for extraordinary and substantial review services, or where the flowage enters the Upper Rum River, but the entity is not a member of the Upper Rum River Watershed Management Organization Board, the entity to be charged shall receive written notice from the Board of the services to be performed and the fee therefore, prior to undertaking such review services. Unless the entity to be charged objects within fifteen (15) days of receipt of such written notice to the amount of the fee to be charged, such review services shall be performed and the entity shall be responsible for the cost thereof. If the entity to be charged objects to the proposed fee for such services with fifteen (15) days and the entity and the Board are unable to agree on a reasonable alternative amount for review services, such extraordinary and substantial review services shall not be undertaken by the Board. Payment for such services shall be in advance of any work performed.

3.8 Annual Audit: The Board shall prepare a comprehensive financial report on operations and activities at the frequency required by law. An audit, by an independent accounting firm or the State Auditor, shall be provided for that includes a full and complete audit of all books and accounts the Board is charged with maintaining. Such audit shall be conducted in accordance with generally accepted auditing principles and guidelines. A copy of the financial report and auditor's statement shall be provided to all parties to this Agreement and to the Board of Water and Soil Resources. The report to the Board of Water and Soil Resources shall include an annual activity report. All books, reports and records of the WMO shall be available for and open to examination by any party at all reasonable times.

3.9 Gifts and Grants: The Board may, within the scope of this Agreement, accept gifts, may apply for and use grants of money or other property from the United States, the State of Minnesota, a local government unit or other governmental unit or organization or any person or entity for the purpose described herein. The Board may enter into any reasonable agreement required in connection therewith. The Board shall comply with any laws or regulations applicable to grants, donations, and agreements. The Board may hold, use, and dispose of such money or property in accordance with the terms of the gift, grant, or agreement relating thereto.

3.10 Contracts. The Board may make such contracts and enter into any such agreements as it deems necessary to make effective any power granted to it by this Agreement. Every contract for the purchase or sale of merchandise, materials, or equipment by the Board shall be let in accordance with the Uniform Municipal Contracting Law, Minnesota Statutes, Section 471.345 and the Joint Exercise of Powers Statute, Minnesota Statutes, Section 471.59. No member or employee of the Board or officer or employee of any of the parties shall be directly or indirectly have an interest in any contract made by the Board.

3.11 Works of Improvement: Works of improvement for protection and management of the natural resources of the Area including, but not limited to, improvements to property, land acquisition, easements, or right-of-way, may be initiated by:

- A. Inclusion in the Watershed Management Plan;
- B. Majority vote of the Board for projects using less than \$10,000 in funds from the Parties;
- C. Recommendation of the Board to a party or parties; or
- D. Petition to the Board by the governing body of a party or parties.

Where works of improvement are recommended by the Board, the Board shall first determine whether such improvement will result in a local or regional benefit to the area. Where the Board determines that the benefits from the improvement will be local or not realized beyond the boundaries of the party in which the improvement is to be established, the Board may recommend such improvement to the governing body of the unit of government which the Board determines will be benefited. The recommendation shall include the total estimated cost of the improvement and a detailed description of the benefits to be realized.

Where the Board determines that the benefits from the improvement will be beyond the local unit or beyond the boundaries of the party in which the improvement is to be established, the Board may recommend such improvement to each party to this Agreement which the Board determines will be benefited thereby. The recommendation of the Board shall include the total estimated cost of the improvement, a description of the extent of the benefits to be realized by each party to this Agreement and the portion of the cost to be borne by each party benefited in accordance with the benefit of party to this Agreement.

Each party to whom the Board submits such recommendation shall respond within 60 days from receipt of such recommendation. Where the Board determines that the benefits of such improvement will be local, the unit of government to whom such recommendation is made may decline to ratify and undertake said improvement. Where the Board determines that the benefits of such improvement will be regional, all Parties to this Agreement must ratify the project proposal before any project is moved forward by the Board. Should the project not be ratified by all Parties to this Agreement, the Board shall continue to review and recommend alternative methods of cooperation and implementation among those parties ratifying the recommendation of the Board, unless and until the Board determines that said improvement is no longer feasible.

When works of improvement are initiated by a Party to this Agreement, a copy of the proposed project shall be submitted to the Board for review and comment. The Board shall review and make recommendations on the proposed improvement and its compliance with the Board's management plan.

When a proposed improvement may be eligible for grant funds, the Board may apply. Any local matching funds committed must be in an approved Board budget, in the Watershed Management Plan, or secured by a written commitment from other sources.

Projects on real property require a written maintenance agreement.

3.12 Property Entry: The Board or its agents may enter upon lands within or without the Upper Rum River Watershed to make surveys and investigations to accomplish the purpose of the Board. The Board shall be liable for actual damages resulting there from. But every person who claims damages shall serve the Chair or Secretary of the Board with a notice of claim as required by Minnesota Statutes, section 466.05. The Board shall obtain court orders authorizing and directing such entries when necessary due to refusals of landowners to allow the same.

3.13 Indemnification: Any and all claims that arise or may arise against the WMO, its agents or employees as a consequence of any act or omission on the part of the WMO or its agents or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of the parties. The WMO shall indemnify, hold harmless and defend the parties, their officers and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the parties, their officers, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the WMO, its agents or employees in the execution, performance, or failure to adequately perform the WMO's obligations under this Agreement. The WMO's duty to indemnify does not constitute, and shall not be construed as, a waiver by either the WMO or any or all parties of any exemptions, immunities, or limitations on liability provided by law or of being treated as a single governmental unit as provided in Minnesota Statutes, section 471.59, subdivision 1a. To the fullest extent permitted by law, this Agreement and the activities carried out hereunder thereof are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they, together with the WMO, shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, section 471.59, subdivision 1a. For purposes of the statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other parties.

3.14 Insurance: The Board shall at all times during the term of this Agreement keep in force such insurance policies as it determines are needed, including general liability coverage in the amount of the applicable limit of liability established in Minnesota Statutes, section 466.04. Any policy obtained and maintained under this section shall provide that it shall not be cancelled, materially changed or not renewed without a minimum of thirty (30) days prior notice thereof to each of the parties. The Board will furnish the parties with certificates of insurance listing each party to the Agreement as an additional insured.

SECTION IV
Termination and Withdrawal

4.1 Termination: This Agreement may be terminated by approval of two-thirds vote of the governing bodies of each party hereto, provided that all such approvals occur within a ninety (90) day period.

4.2 Party Withdrawal: Withdrawal of any party may be accomplished by filing written notice with the Board and the other parties sixty (60) days prior to the effective date of termination. No party may withdraw from this Agreement until the withdrawing party has met its full financial obligations through the effective date of such withdrawal.

SECTION V
Dissolution of WMO

5.1 Dissolution:

- A. Occurrences. The WMO shall be dissolved under any of the following occurrences:
 - 1. Upon termination of this Agreement;
 - 2. Upon unanimous agreement of all parties; or
 - 3. Upon the membership of the WMO being reduced to fewer than three (3) parties.

- B. Process. At least 90 days notice of the intent to dissolve shall be given to affected counties and the Board of Water and Soil Resources. Upon dissolution, all personal property of the Board shall be sold, and the proceeds thereof, together with monies on hand after payment of all obligations, shall be distributed to the parties after all outstanding obligations of the WMO have been paid. Such distribution of Board assets shall be made in proportion to the total contributions to the WMO for such costs made by each party. All amounts due and owing to the WMO by any party shall continue to be the lawful obligation of the party and shall be paid before being eligible to receive any distribution of assets.

SECTION VII
General Provisions

7.1 Mediation: The parties agree that any controversy that cannot be resolved between parties shall be submitted to mediation. Mediation shall be conducted by a mutually agreeable process by all parties. If the parties are not able to mutually agree on a mediator, the party and the Board shall each select a mediator and the two mediators shall select a third. Each party to the mediation shall be responsible for the cost of the mediator it selected and shall share equally in the costs of the mediation and of the third mediator.

7.2 Data Practices: The WMO shall comply with the requirements of Minnesota Statutes, chapter 13, the Minnesota Government Data Practices Act (“Act”). Any entity with which the WMO contracts is required to comply with the Act as provided in Minnesota Statutes, section 13.05. The contractor shall be required to notify the Board if it receives a data request and to work with the WMO to respond to it.

7.3 Amendments: The Board may recommend changes and amendments to this Agreement to the governing bodies of the parties. Amendments shall be adopted by all governing bodies of the parties. Adopted amendments shall be evidenced by appropriate resolutions or certified copies of meeting minutes of the governing bodies of each party filed with the Board and shall, if

no effective date is contained in the amendment, become effective as of the date all such filings have been completed.

7.4 Waiver: The delay or failure of any party of this Agreement at any time to require performance or compliance by any other party of any of its obligations under this Agreement shall in no way be deemed a waiver of those rights to require such performance or compliance.

7.5 Headings and Captions: The headings and captions of these paragraphs and sections of this Agreement are included for convenience or reference only and shall not constitute a part hereof.

7.6 Entire Agreement: This Agreement, including the recitals, contains the entire understanding among the parties concerning the subject matter hereof. This Agreement supersedes and replaces the prior joint powers agreement among the parties regarding the WMO and such prior agreement is hereby terminated. Any outstanding obligations of the parties under the prior agreement are not affected by the termination and shall be continued under this Agreement.

7.7 Examination of Books: Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Board are subject to examination by the State.

7.8 Governing Law: The respective rights, obligations, and remedies of the parties under this Agreement and the interpretation thereof shall be governed by the laws of the State of Minnesota which pertain to agreements made and to be performed in the State of Minnesota.

7.9 Counterparts: This Agreement shall be executed in several counterparts and all so executed shall constitute one Agreement, binding on all of the parties hereto. Each party to the agreement shall receive a fully executed copy of the entire document following adoption by all parties.

IN WITNESS OF, the parties hereto have executed this Agreement effective as of the ____ day of _____ 2024.

CITY OF BETHEL

By: _____
Mayor

Dated: _____

By: _____
City Administrator

CITY OF EAST BETHEL

By: _____
Mayor

Dated: _____

By: _____
City Administrator

CITY OF HAM LAKE

By: _____
Mayor

Dated: _____

By: _____
City Administrator

CITY OF NOWTHEN

By: _____
Board Chair

Dated: _____

By: _____
Township Clerk

CITY OF OAK GROVE

By: _____
Mayor

Dated: _____

By: _____
City Administrator

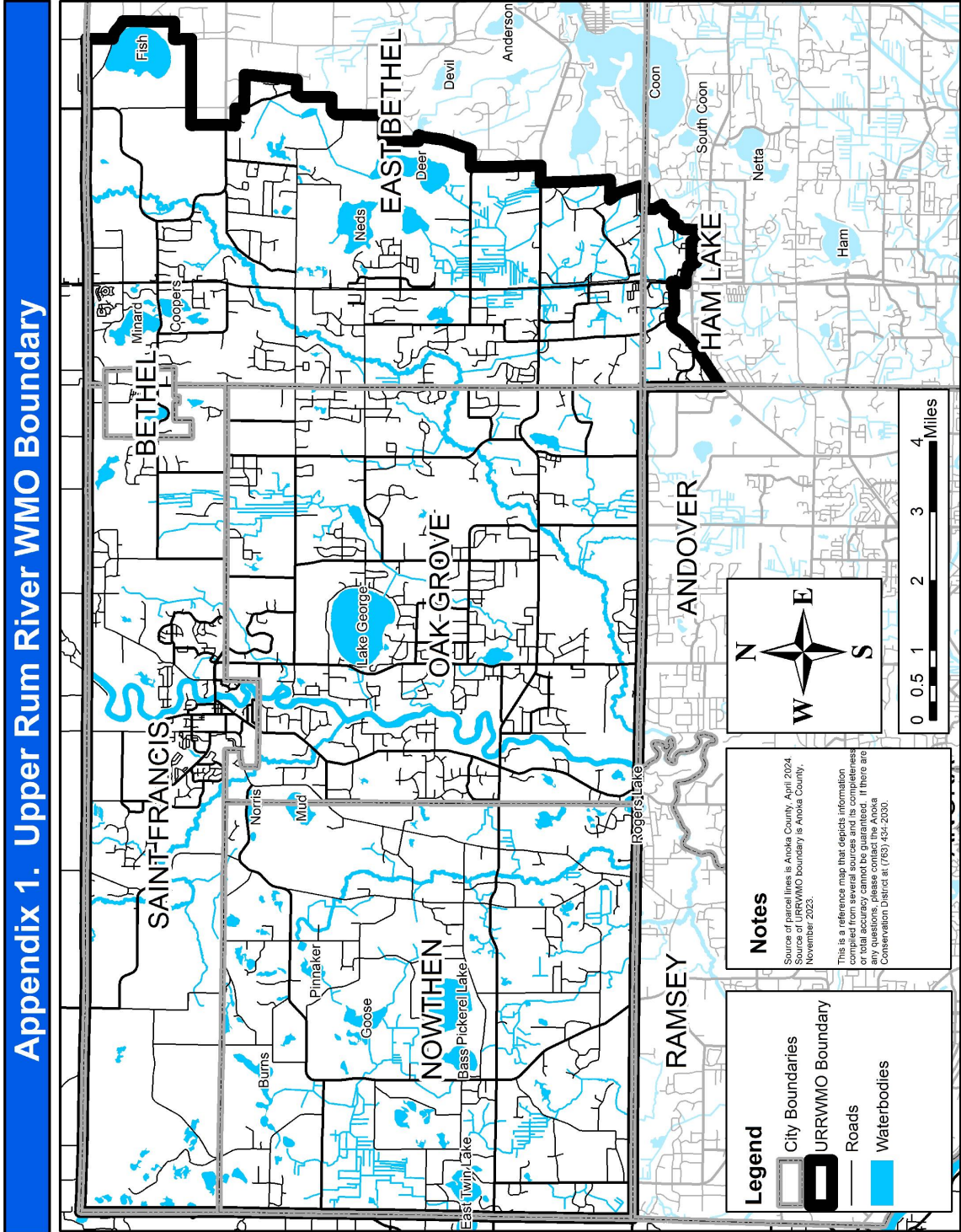
CITY OF ST. FRANCIS

By: _____
Mayor

Dated: _____

By: _____
City Administrator

Appendix 1
URRWMO AREA BOUNDARIES





CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Paul Carpenter, Public Works Director
SUBJECT: Public Works Policy Manual Update
DATE: September 16, 2024

OVERVIEW:

The update of the City of St. Francis Public Works Policy Manual is a housekeeping item that was completed this summer. Minimal word changes were required and some reorganization of the policies were done to make for an easier understanding of one document versus several.

ACTION TO BE CONSIDERED:

City Council to review and approve The St. Francis Public Works Policy Manual.

BUDGET IMPLICATION:

None

Attachments:

- The City of St. Francis Public Works Policy Manual

City of St. Francis

Public Works Policy Manual

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- 3.01 SNOW & ICE CONTROL
- 3.02 SIDEWALK & TRAIL MAINTENANCE
- 3.03 POTHOLE REPAIR
- 3.04 STREET SWEEPING
- 3.05 SANITARY SEWER & WATER MAINTENANCE
- 3.06 RESERVED – WORK SCHEDULE
- 3.07 CULVERT INSTALLATION
- 3.08 SAND POINT WELL INSTALLATION
- 3.09 RIGHT-OF-WAY SIGN INSTALLATION
- 3.10 SIGN RETRO-REFLECTIVITY POLICY
- 3.11 RESERVED – RIGHT-OF-WAY TREE MAINTENANCE
- 3.12 RESERVED – DUST ABATEMENT

POLICY 3.01 – SNOW AND ICE CONTROL POLICY

Adopted September 16, 2024

1.00 INTRODUCTION

1. Purpose: The purpose of this Snow and Ice Control Policy is to establish and maintain uniform procedures concerning snow and ice removal operations for the City of St. Francis.
2. The City of St. Francis, Minnesota finds that it is in the best interest of the residents for the city to assume basic responsibility of snow and ice removal operations on public streets.
3. The City will provide such service in a cost-effective manner, keeping in mind safety, budget, personnel, and environmental concerns.
4. The City shall use its employees, equipment, and/or private contractors to provide this service.
5. The City will make every effort to have all of its snow removal equipment operational by November 1st.
6. It is in the City's best interest to have a snow and ice control policy, but because of variable weather conditions, the policy must remain flexible.
7. The City full intends to meet the guidelines established in the policy; however, there may be times when this is not feasible. Issues including, but not limited to, budget constraints, critical equipment failure, personnel availability, or weather and other emergencies may prevent the City from meeting the guidelines established herein.
8. The Director of Public Works or designee shall be responsible for enforcing and implementing this policy.
9. The Director of Public Works or designee may override provisions established within this policy.
10. The Director of Public Works or designee will be responsible for scheduling of personnel and equipment.

2.00 POLICY

1. Operations will continue until all City streets are passable. However, the City does not guarantee bare, dry pavement conditions after each snowfall or that streets will be totally free of ice and snow or driving hazards common to Minnesota winter weather.

3.00 PROCEDURES

1. The Public Works Director, or designee, will decide when to begin snow and ice control operations. Generally, snow removal operations will take place during the early morning hours when traffic is at a minimum. The criteria for that decision shall be based upon:
 - a. Snow accumulation of two inches (2") or more.
 - b. Drifting of snow that impairs travel.
 - c. Icy conditions which seriously hinders travel.
 - d. Time of snowfall in relationship to heavy traffic use of streets.

2. Snow will be plowed so the discharge is directed onto the boulevard of the street. In times of extreme snowfall, streets will not always be immediately and completely cleared of snow. This results in the need for additional passes to clear the snow the full width of the street the next day.
3. Where space does not allow for snow to be piled in the boulevard, the City may remove the snow by truck from a given area. Such snow removal operations will not commence until other snow removal operations and City duties have been completed.
4. In time of extreme snowfall, high traffic volume streets which connect major sections of the City and provide access for emergency fire, police, and medical services, will be plowed first. Second priority streets are those streets providing access to schools, commercial businesses, and residential streets. Third priority streets are alleys, parking lots, and cul-de-sacs. Priority ranking may be interrupted in order to respond to emergency requests for assistance or at the direction of the Public Works Director or designee.
5. Sand, salt and other chemicals/materials may be used where hazardous ice or slippery conditions exist. Sand, salt, or other chemicals/materials may be placed at intersections, hills, crosswalks, curves, and required vehicle stop areas as necessary for driving safety. This provides for traction, but is not intended to provide bare pavement during winter driving conditions.

4.00 DAMAGE TO PROPERTY

1. The intent of the right-of-way is to provide room for snow storage, utilities, boulevard trees, sidewalks, and other City uses.
2. Mailboxes: It is the responsibility of the resident to maintain their mailbox in a state of good repair, and of sufficient strength to withstand normal maintenance operations.
 - a. If a mailbox that complies with the Minnesota Statutes Section 169.072, Minnesota Rules Chapter 8818, and United States Postal Service specifications is damaged as a result of direct contact by City snow removal equipment and the property owner promptly reports the damage to Public Works, the City will repair the mailbox within 48 hours of notification.
 - b. If the mailbox cannot be repaired, a temporary mailbox will be put in its place. The following spring, the mailbox will be replaced with a standard size, non-decorative metal mailbox and replace the support post as necessary with a 4'x4', decay resistance wood support post, both installed by the City.
 - c. Alternatively, the City will reimburse the mailbox owner the actual cost of materials based on paid invoices, not to exceed \$100.00, if they prefer to make their own repairs or replacement.
 - d. The City will not repair or reimburse for damage to media or newspaper boxes.
 - e. Final cleaning adjacent to mailboxes is the responsibility of the owner.

3. Landscaping: Only those items which are installed properly and allowed by City Ordinance to be adjacent to boulevards and *damaged by actual contact* with City equipment will be considered for repair or replacement at City expense. Damage to trees, fences, shrubbery, sprinkler heads, and other landscaping in the City's right-of-way, will *not* be considered for compensation. Lawns that are scraped or gouged by City snow and ice operations will be repaired by top dressing and seeding in the following spring if it is reported to the Public Works Department before May 1st.

5.00 RESIDENT RESPONSIBILITY

1. Under St. Francis City Code Chapter 7, residents are responsible for removing snow and ice from public sidewalks abutting their property within 24 hours.
2. Residents are also responsible for clearing their driveway. The City will not remove snow from driveway entrances regardless of whether it has been cleared of snow before the City Vehicle arrives. The City does not plow private streets or accesses.
3. Placing snow from private property into the street or plowing across the street is **prohibited** by State Law and the St. Francis City Code Chapter 7. Snow placed in the street or on sidewalks and trails compounds maintenance problems and creates hazards for others.
4. Fire hydrants: Fire hydrants need to be kept clear of snow for quick access in case of an emergency. City residents are asked to keep the fire hydrants in their neighborhoods clear of snow. However, there may be times when this is not possible. The Public Works Department will make every effort to help residents keep hydrants clear.

6.00 PARKING REGULATIONS

1. In Chapter 7 of the St. Francis City Code, from November 1st to May 1st of the following year, it is unlawful for any person to park a vehicle on any street between the hours of 1 AM and 11 AM.

7:00 WEATHER CONDITIONS

1. Snow and ice control operations will be conducted when weather conditions permit and do not limit the ability to perform the work.
2. Factors that may delay snow and ice control operations include, but are not limited to, severe cold temperature, significant wind speed, limited visibility, and rapid accumulation of snow and/or ice.

8.00 SAFETY

1. Snow and ice control operations will be conducted when such work would not endanger the safety of city employees and equipment.
2. Employees will follow all work rules, OSHA regulations, and Federal and State laws to ensure a safe snow and ice control operation.

9.00 TRAINING AND EDUCATION

1. The City will provide training to employees responsible for snow and ice control and emergency response to issues with snow and ice control.
2. Training of employees will include education necessary to earn and maintain appropriate operator certifications (if applicable).
3. Training will also address standard operating procedures, proper use of equipment, emergency response, and other topics required by state and federal regulatory agencies.
4. It is expected that City employees, in accordance with their job duties and responsibilities, will exercise their professional judgement in the implementation of this policy.

POLICY 3.02 – SIDEWALK AND TRAIL MAINTENANCE POLICY

Adopted September 16, 2024

1.00 INTRODUCTION

1. Purpose: The purpose of this policy is to outline an orderly, consistent and fiscally responsible process to be used by the City officials and City staff in determining which public sidewalks and trails are to be maintained by the City and the standards under which these sidewalks and trails will be maintained.
2. The City of St. Francis, Minnesota finds that it is in the best interest of the residents for the city to assume basic responsibility of maintaining sidewalks and trails.
3. The City has public sidewalks and trails that vary in age and condition. The City has limited employee and financial resources and cannot reasonably repair and/or replace all sidewalks and trails identified as needing replacement and repair in a given year. As such, the City officials and staff must exercise discretion and professional judgment in determining whether and when such sidewalks and trails need to be repaired or replaced.

2.00 SIDEWALK AND TRAIL INSPECTION

1. The Director of Public Works or designee shall establish procedures for regular sidewalk and trail inspection. These procedures shall include:
 - a. An initial City-wide sidewalk and trail survey.
 - b. A schedule for routine sidewalk and trail inspections on a regular basis.
 - c. Criteria for determining whether a particular sidewalk or trail condition, needs repair. Those criteria shall include, but are not limited to, a deviation or difference in elevation greater than two inches, as determined at the time of inspection.

3.00 SIDEWALK AND TRAIL REPLACEMENT AND REPAIR POLICY

1. Upon completion of the initial sidewalk and trail survey, the Director of Public Works or designee shall establish a replacement and repair schedule. This schedule is subject to modification based both on sidewalk and trail conditions and the availability of resources for sidewalk and trail replacement and repair. The sidewalk and trail replacement and repair schedule will:
 - a. Prioritize replacement of the sidewalks and trails identified as needing replacement or repair so all sidewalks and trails identified in the initial sidewalk and trail survey as needing replacement or repair are replaced or repaired in a timely fashion.
 - b. Take into consideration and weigh the following factors:

1. Sidewalk and trail location and amount of pedestrian traffic.
2. Proximity sidewalk/trail identified as needing replacement or repair to other sidewalks/trails also needing replacement or repair.
3. The nature and severity of the condition needing replacement or repair.
4. When the city is performing maintenance (i.e. crack filling or sealcoating) any portion of trail that passes through a private drive shall be maintained as city trail.
5. Whether, or to what extent, the cost of repair can be recovered from adjacent property owners.
6. Availability of employees, equipment, independent contractors and other resources needed for replacement or repair.
7. Public Safety
8. History of prior accidents or complaints.

4.00 SIDEWALK SNOW REMOVAL

1. City employees will be responsible for removing snow from sidewalks that abut City-owned property. Adjacent property owners, including other public entities, are responsible for removing snow from sidewalks that abut their property. This includes any snow placed from public streets onto the sidewalk.
2. The City may, as a public service or for public safety, remove snow from sidewalks that abut private property.
3. As there are a limited number of personnel and financial resources available, the City will only maintain snow removal from sidewalks after the streets have been plowed. The Director of Public Works or designee will decide when to begin snow and ice removal operations. The criteria for that decision are:
 - a. Snow accumulation of two inches or more.
 - b. Drifting snow that impairs pedestrian travel.
 - c. Time of snowfall in relation to pedestrian travel.
4. Snow removal operations are expensive and involve the use of limited personnel and equipment. Consequently, snow removal from sidewalks will not generally be conducted for snowfall of less than two inches.
5. The level of service will be limited to what can be provided by mechanical equipment. Due to these limitations, sidewalks may not be cleared or maintained to a dry pavement standard. No hand work will be performed by the City or its contractor. Surface irregularities or slippery conditions may result. No ice control (sanding or salting) will be performed by the City or its contractor.
6. Reasonable attempts will be made not to deposit excessive snow on driveways or private sidewalks, if it is operationally or mechanically controllable. The removal of any snow deposits on private driveways or sidewalks will be the responsibility of the private property owner and/or occupant.
7. The City will not be responsible for plow damage to turf, driveways, irrigation systems or landscaping located within the public right-of-ways or easements. Any related repair will be the responsibility of the private property owner and/or occupant.

8. In cases where a nuisance is declared via the City's Code Enforcement Policy, the City may remove snow from walks other than those identified in 4.2 and seek reimbursement as identified in Chapter 7 of the City Code.

5.00 TRAIL SNOW REMOVAL

1. City employees will be responsible for removing snow from trails after a snow accumulation of two inches or more. As there are a limited number of personnel and financial resources available, the City will only maintain snow removal from trails after the streets have been plowed and as time allows. Trails providing access to major sections of the City will be plowed first.
2. The level of service will be limited to what can be provided by mechanical equipment. Due to these limitations, sidewalks may not be cleared or maintained to a dry pavement standard. No hand work will be performed by the City or its contractor. Surface irregularities or slippery conditions may result. No ice control (sanding or salting) will be performed by the City or its contractor.
3. Reasonable attempts will be made not to deposit excessive snow on driveways or private sidewalks if it is operationally or mechanically controllable. The removal of any snow deposits on private driveways or sidewalks will be the responsibility of the private property owner and/or occupant.
4. The City will not be responsible for plow damage to turf, driveways, irrigation systems or landscaping located within public right-of-ways or easements. Any related repair will be the responsibility of the private property owner and/or occupant.

6.00 WEATHER CONDITIONS

1. Sidewalk and trail maintenance will be conducted when weather conditions permit and do not limit the ability to perform the work.
2. Sidewalk and trail maintenance will be conducted when such work would not endanger the safety of city employees and equipment.
3. Factors that may delay sidewalk and trail maintenance operations include, but are not limited to: temperatures below 32°F, wind, rain, and snow.

7.00 SAFETY

1. Employees will follow all work rules, OSHA regulations, and Federal and State laws to ensure a safe plowing operation.

8.00 TRAINING AND EDUCATION

1. The City will provide training to employees responsible for sidewalk and trail maintenance and emergency response to issues with sidewalk and trail maintenance.
2. Training of employees will include education necessary to earn and maintain appropriate operator certifications (if applicable).

3. Training will also address standard operating procedures, proper use of equipment, emergency response, and other topics required by state and federal regulatory agencies.
4. It is expected that City employees, in accordance with their job duties and responsibilities, will exercise their professional judgement in the implementation of this policy.
5. It is expected that in emergency situations, City employees will be required to exercise their professional judgement including, but not limited to, public and employee safety, the potential for damage to private property and the City street system, and environmental concerns.

9.00 DOCUMENTATION; REIEW AND MODIFICATION OF POLICY

1. The Director of Public Works or designee will document sidewalk and trail maintenance activities, any emergency responses, and keep on file all citizen comments and complaints regarding this policy and/or sidewalk and trail maintenance in general.
2. The City Council may modify or clarify this policy at any time.

POLICY 3.03 – POTHOLE REPAIR POLICY

Adopted September 16, 2024

1.00 INTRODUCTION

1. Purpose: The purpose of this Pothole Repair Policy is to establish and maintain uniform procedures concerning snow and ice operations for the City of St. Francis.
2. The City of St. Francis, Minnesota finds that it is in the best interest of the residents for the City to do the maintenance of its City streets. An important part of street maintenance is the repairing of potholes.
3. Pothole repair is part of the City’s overall pavement management program.
4. The City will repair potholes in a safe and cost-effective manner, keeping in mind safety, budget, personnel and environmental concerns.
5. The City will use City employees, equipment, and/or private contractors to provide this service.
6. The City fully intends to meet the guidelines established in this policy; however, there may be times when this is not feasible. Issues including, but not limited to, budget constraints, critical equipment failure, personnel availability, or weather and other emergencies may prevent the City from meeting the guidelines established herein.
7. The Director of Public Works or designee may override provisions established within this policy with just cause.
8. The Director of Public Works or designee will be responsible for scheduling of personnel and equipment.

2.00 APPLICATION

1. This policy applies to City streets. It does not apply to other governmental unit’s roads that go through the City unless there is a specific agreement between the City and that other governmental unit.

3.00 POTHOLE REPAIR TIMING

1. Inspection Procedures: The Director of Public Works or designee shall establish procedures for regular pothole inspection. These procedures shall include:
 - a. An annual city-wide pothole survey.
 - b. Employees will be assigned an area to inspect.
 - c. A schedule for routine pothole inspections on a regular basis.
 - d. Each street will be inspected at a minimum of once a year depending on available resources and factors such as weather and other street work that needs to be done.
2. Response to Complaint or Accident: A crew will be sent out to inspect any street when the City receives a complaint or notice of an accident or damage involving a pothole.

4.00 POTHOLE REPAIR CRITERIA

1. The general criteria for repair will be a pothole that is two (1) inches or more deep and over five (5) inches in diameter. Not every imperfection in a street surface is necessarily considered to be a pothole in need of repair.
2. The Director of Public Works or designee will have discretion to decide if a condition is a pothole in need of repair.
3. Repairs will be dependent upon available resources and factors such as weather and other street work that needs to be done.

5.00 PRIORITIZING STREETS FOR POTHOLE REPAIRS

1. The City has classified City streets based on the street function, traffic volume, and importance to the welfare of the community.
2. The City will repair those streets first that are high volume routes that connect major sections of the City and provide access for emergency fire, police, and medical services.
3. The second priority streets are those streets providing access to schools and commercial businesses.
4. The third priority streets are low volume residential streets.
5. The fourth priority areas are alleys and City parking lots.

6.00 POTHOLE REPAIR PROCEDURES

1. In warmer weather and when hot asphalt mix is available, potholes meeting the criteria established in 5.1 will be filled with hot asphalt mix or other means for a more permanent repair.
2. During cold weather, repairs to potholes meeting the criteria established in 5.1 will be limited to those determined to be hazardous for motor vehicles.
3. During cold weather (off-season), potholes will be repaired temporarily with a cold asphalt mix, infrared patching, or other means, as determined by the Public Works Director. This late season repair shall be conducted at the discretion of the Public Works Director and prioritize the alleviation of problems that may impact snowplowing.

7.00 WEATHER CONDITIONS

1. Pothole repairs will be conducted when weather conditions permit and do not limit the ability to perform the work.
2. Pothole repairs will be conducted when such work would not endanger the safety of City employees and equipment.
3. Factors that may delay repairs include, but are not limited to: temperatures below 32°F, wind, rain, snow, and ice conditions.

8.00 SAFETY

1. If the City is aware of a pothole in a street, and is not able to repair it, it will consider whether it should use warning signs or devices.
2. Factors that will be examined will be the location of the pothole, how dangerous it is, and whether a warning sign or device would be effective.

3. Employees will follow all work rules, OSHA regulations, and Federal State laws to ensure a safe pothole repair operation.

9.00 TRAINING AND EDUCATION

1. The City will provide training to employees responsible for maintenance of and emergency response issues with pothole repair operations.
2. Training of employees will include education necessary to earn and maintain appropriate operator certifications (if applicable).
3. Training will also address standard operating procedures, proper use of equipment, emergency response, and other topics required by state and federal regulatory agencies.
4. It is expected that City employees, in accordance with their job duties and responsibilities, will exercise their professional judgment in the implementation of this policy.
5. It is expected that in emergency situations, City employees will be required to exercise their professional judgement, including but not limited to, public and employee safety, the potential for damage to private property and the City street system, and environmental concerns.

10.00 DOCUMENTATION; REVIEW AND MODIFICATION OF POLICY

1. The Director of Public Works or designee will document all street repairs to potholes that are made under this policy, including emergency responses. Records will not necessarily identify individual potholes, but may show the general street location where repairs were made.
2. The City will also document any citizen comments or complaints regarding this policy and/or pothole repair in general.
3. The City Council may modify or clarify this policy at any time.

POLICY 3.04 – STREET SWEEPING POLICY

Adopted September 16, 2024

1.00 INTRODUCTION

1. Purpose: The purpose of this Street Sweeping Policy is to establish and maintain uniform procedures concerning street sweeping for the City of St. Francis.
2. The City of St. Francis, Minnesota finds that it is in the best interest of the residents for the City to assume basic responsibility of sweeping City streets.
3. Reasonable sweeping is necessary for vehicle and pedestrian safety, water quality issues, and environmental concerns.
4. The City will provide such service in a cost-effective manner, keeping in mind safety, budget, personnel, and environmental concerns.
5. The City will generally utilize private contractors to provide this service. However, in the case of an accident and the Police Department requires street sweeping, then a City employee shall provide this service.
6. The City fully intends to meet the guidelines established in this policy; however, there may be times when this is not feasible. Issues including, but not limited to, budget constraints, critical equipment failure, personnel availability, or weather and other emergencies may prevent the City from meeting the guidelines established herein.
7. The Director of Public Works or designee may override provisions established within this policy.
8. The Director of Public Works or designee will be responsible for scheduling of personnel and equipment.

2.00 APPLICATION

1. This policy applies to City streets. It does not apply to other governmental unit's roads that go through the City unless there is a specific agreement between the City and that other governmental unit.

3.00 PRIORITIZING STREETS FOR SWEEPING

1. The City has classified streets based on the street function, traffic volume, impact on water quality and the environment and the importance to the welfare of the community.
2. Accordingly, sweeping routes will be designed to provide the maximum possible benefit to higher volume and water quality sensitive areas.

4.00 SCHEDULE FOR STREET SWEEPING

1. Curb and Gutter Sweeping to fulfill the City's Stormwater MS4 Permit:
 - a. Spring Sweeping: Spring sweeping of snow and ice control aggregate will begin when streets are significantly clear of snow and ice, usually late March or early April, after the risk of later snowfall has passed. Sweeping of the curb and gutter areas occur one time in the spring.

- b. Fall Sweeping: Sweeping of the curb and gutter areas occur after substantial leaf fall and then there will be spot sweeping up to two times at the discretion of the Public Works Director or designee.
- 2. Rural Sweeping: Rural asphalt sweeping will be done as needed as determined by the Public Works Director or designee.
- 3. Sealcoat Sweeping: Sealcoating is a surface application of an asphalt emulsion followed by a later of small rock that protects the pavement from the deteriorating effects of sun and water, plus it provides increased surface friction. Sealcoat sweeping will commence two weeks after application of sealcoat.
- 4. Environmental Sweeping: Environmental/general sweeping will be performed on a routine/ as-needed basis.
- 5. Bituminous Milling Recovery Sweeping: Bituminous milling recovery sweeping will be performed within two weeks of a grinding, milling, or crack sealing operation.
- 6. Response to Accident: A crew will be sent out to inspect and sweep any street when the City receives a notice from the Police Department of an accident or damage involving street conditions.

5.00 SCHEDULE FOR SIDEWALK AND TRAIL SWEEPING

- 1. The City will sweep trails and sidewalks on collector and arterial streets once in the spring after the risk of snow has passed and they are clear of snow and ice, or on an as-needed basis.

6.00 STREET SWEEPING PROCEDURES

- 1. Street sweeping is a slow process with average gutter line speeds for the first sweeping in spring that can be as slow as two (2) to three (3) miles per hour.
- 2. Normally, centerlines are swept after gutter lines are cleaned.
- 3. Equipment may include mechanical, vacuum, or regenerative air sweepers.

7.00 WORK SCHEDULE

- 1. Sweeping operations will normally be conducted Monday through Friday, from 7:00 a.m. to 5:00 p.m.
- 2. Extended workdays and shift changes may be utilized for spring cleanup or emergency sweeping to provide maximum efficiency.
- 3. Sweeping operations are performed in conjunction with and can be impacted by other maintenance operations.

8.00 WEATHER CONDITIONS

- 1. Sweeping operations will be conducted when weather conditions permit and do not limit the ability to perform the work.
- 2. Sweeping operations will be conducted when such work would not endanger the safety of City employees and equipment.
- 3. Factors that may delay sweeping operations include, but are not limited to: temperatures below 32°F, wind, rain, snow, and frozen gutter lines.

9.00 SAFETY

1. Sand, sealcoat rock or other dirt and debris on the street can create a potentially dangerous condition for vehicles, motorcyclists, bicyclists, and pedestrians.
2. It would not be practical or effective to sign all streets for potentially dangerous conditions.
3. During sealcoat or milling operations, warning signs indicating loose rock will be placed on each end of collector and arterial streets or other appropriate areas where needed. These signs will remain in place until the street has been swept.
4. Employees will follow all work rules, OSHA regulations, and Federal and State laws to ensure a safe sweeping operation.

10.00 TRAINING AND EDUCATION

1. The City will provide training to municipal employees responsible for street sweeping and emergency response to issues with street sweeping.
2. Training of employees will include education necessary to earn and maintain appropriate operator certifications (if applicable).
3. Training will also address standard operating procedures, proper use of equipment, emergency response, and other topics required by state and federal regulatory agencies.
4. It is expected that City employees, in accordance with their job duties and responsibilities, will exercise their professional judgment in the implementation of this policy.
5. It is expected that in emergency situations, City employees will be required to exercise their professional judgment, including, but not limited to, public and employee safety, the potential for damage to private property and the City street system, and environmental concerns.

11.00 DOCUMENTATION; REVIEW AND MODIFICATION OF POLICY

1. The Director of Public Works or designee will document street sweeping activities, any emergency responses, and keep on file all citizen comments and complaints regarding this policy and/or street sweeping in general.
2. The Council may modify or clarify this policy at any time.

POLICY 3.05 – SANITARY SEWER MAINTENANCE POLICY

Adopted September 16, 2024

1.00 INTRODUCTION

1. Purpose: The purpose of this Sanitary Sewer Maintenance Policy is to establish and maintain uniform procedures concerning sanitary sewer maintenance for the City of St. Francis.
2. The City of St. Francis, Minnesota finds that it is in the best interest of the residents for the city to assume basic responsibility of maintaining the sanitary sewer.
3. Procedures identified in this policy are intended to maintain the sanitary sewer system to prevent sewer backups and to extend the life of the system.
4. The City has developed and implemented this policy that takes into consideration public safety, the City’s budget and personnel, environmental concerns, and the cost of implementation versus the benefit to be achieved.
5. The City will use City employees, equipment, and/or private contractors to provide this service.
6. The City fully intends to meet the guidelines established in this policy; however, there may be times when this is not feasible. Issues including, but not limited to, budget constraints, critical equipment failure, personnel availability, or weather and other emergencies may prevent the City from meeting the guidelines established herein.
7. The Director of Public Works or designee may override provisions established within this policy.
8. The Director of Public Works or designee will be responsible for scheduling of personnel and equipment.

2.00 RESPONSIBLE PARTIES

1. City’s Responsibility: The City will maintain the components of the public sanitary sewer systems. This includes sanitary sewer mains, manholes, lift stations, waste water treatments plants, and other components.
2. Private Property Owner Responsibility: Private property owners are responsible for the maintenance of sanitary sewer components up to the connection to the public system.

3.00 MAINS AND FACILITIES – MAINTENANCE AND INSPECTION SCHEDULE

1. The City’s goal is to inspect and maintain the components of its sanitary sewer system and its apparatuses.
2. Sanitary sewer mains will be inspected and maintained pursuant to the City’s Sanitary Sewer Maintenance Policy.
3. The sanitary sewer interceptors and lift stations will receive priority maintenance.

4.00 LIFT STATION – MAINTENANCE AND INSPECTION SCHEDULE

- 1. The City maintains lift stations using specific maintenance that is reasonable and recommended.
- 2. The number of lift stations, location, date of installation, and capacity of each lift station is kept on record.
- 3. Maintenance of each lift station is reflected in Standard Operating Procedures (SOP) and Standard Maintenance Procedures (SMP). Components of SOP and SMP include:
 - a. Easy availability of original manuals with manufacturers’ recommended schedules for all lift station equipment.
 - b. Operating procedures for manipulating pump operations (manually or automatically) during wet weather to increase in-line storage of wet weather flows.
 - c. Setting wet well operating levels to limit pump starts/stops.
 - d. Cleaning wet well.
 - e. Calibrating flow meters or conducting draw down tests.
 - f. Regular rotation of lead, lag, and backup pumps.
 - g. Regular inspections of lift station, alarm systems, and electrical components.
 - h. Maintenance of operation logs and general records for all lift station activities, including inspections.
 - i. Clean force mains (if necessary).
 - j. Identify problem areas/components.

5.00 INSPECTION EQUIPMENT

- 1. The equipment used to perform inspection and maintenance will depend upon the equipment available and its effectiveness as determined by qualified staff.
- 2. The City’s sanitary sewer mains will be inspected by television camera in accordance with the following:
 - a. Street maintenance project: Any sewer mains located on a street where a street maintenance project is planned will be inspected before and after such a project.
 - b. New Development: Sanitary Sewer mains in a new development must be televised before said mains are turned over to the city.
 - c. Possible problems: Television inspection may also be used to inspect the system where there are possible problems.
 - d. Construction site: The City may require any main near a construction site to be televised before and after construction (i.e., near blasting, digging, other activities that might disrupt the main, etc.).
 - e. Vendor Service: Visual recording of sewer main televising will be required of any vendor performing this service for the City. A written report summarizing and interpreting the findings of the televising will also be required. These records will be kept by the City for a minimum of 12 years.

6.00 INFLOW AND INFILTRATION

1. Inflow and infiltration occur when clear water gets into the sanitary sewer system.
2. Inflow and infiltration may occur through cracks or leaks in the sewer pipes and manholes or through sump pumps incorrectly connected to the sanitary sewer system.
3. Inflow and infiltration can lead to backups, overflows, and unnecessary and expensive treatment of clear water.
4. City employees will periodically inspect manholes to identify any that contribute to this problem.
5. Any known illegal sump pump or similar connection to the sanitary sewer system shall result in an enforcement action as identified in Chapter 3 of the City Code.

7.00 WEATHER CONDITIONS

1. Inspection and maintenance operations will be conducted when weather conditions permit and do not limit the ability to perform the work.
2. Inspection and maintenance operations will be conducted when such work would not endanger the safety of city employees and equipment.
3. Factors that may delay inspection and maintenance operations include, but are not limited to: severe cold, severe heat, flooding, rain, snow, and other severe weather events.

8.00 SAFETY

1. Employees will follow all work rules, OSHA regulations, and Federal and State laws to ensure a safe sweeping operation.

9.00 TRAINING AND EDUCATION

1. The City will provide training to employees responsible for sanitary sewer inspections, maintenance, and emergency response to issues with the sanitary sewer.
2. Training of employees will include education necessary to earn and maintain appropriate operator certifications (if applicable).
3. Training will also address standard operating procedures, proper use of equipment, emergency response, and other topics required by state and federal regulatory agencies.
4. It is expected that City employees, in accordance with their job duties and responsibilities, will exercise their professional judgment in the implementation of this policy.
5. It is expected that in emergency situations, City employees will be required to exercise their professional judgement, including, but not limited to, public and employee safety, the potential for damage to private property and the sanitary sewer system, and environmental concerns.

10.00 DOCUMENTATION; REVIEW AND MODIFICATION OF POLICY

Agenda Item # 4E.

1. The Director of Public Works shall document any sanitary sewer inspections and maintenance operations; any emergency responses; and keep on file all citizen comments and complaints received regarding this policy and sanitary sewer maintenance in general.
2. The City Council may modify or clarify this policy at any time.

POLICY 3.07 – CULVERT INSTALLATION POLICY

Adopted September 16, 2024

1.00 INTRODUCTION

1. Purpose: The purpose of this Culvert Installation Policy is to establish and maintain uniform procedures ensuring culverts are installed for private driveways in the Rural Service Area in accordance with the City’s Zoning and Engineering standards.
2. The City Engineer and City Planner may designate alternate officials to complete assigned tasks in Section 2.00 of this policy.
3. The Public Works Director may override provisions in this policy with just cause.

2.00 CULVERT INSTALLATION PROCEDURE

1. When a property owner makes an application for a driveway permit or a building or excavation permit where work to a driveway is included, the Building Inspector and/or City Planner shall contact the City Engineer within three (3) business days.
2. The City Engineer shall contact the applicant and set an appointment/time for a pre-installation assessment.
3. The City Engineer shall provide the applicant with the City’s standard detail 1-501 which identifies the size, location, and material type of the culvert required. Standard detail 1-501 also includes information regarding the acquisition of the culvert.
4. The City Engineer shall set an appointment/time to observe or inspect the installation of the culvert to verify the proper culvert is installed.

3.00 DOCUMENTATION; REVIEW AND MODIFICATION OF POLICY

1. City Staff will document any citizen comments or complaints regarding this policy and/or culvert installation in general.
2. The City Council may modify or clarify this policy at any time.

POLICY 3.08 – PRIVATE DRIVE POINT WELL POLICY
Adopted September 16, 2024

1.00 INTRODUCTION

1. Purpose: The purpose of this Drive Point Well Policy is to establish and maintain uniform procedures ensuring such wells are installed properly, receive adequate permits, are not cross connected to the City Sewer and/or Water System, and are not a threat to the City’s ground water health.
2. This policy is intended to cover all drive point or any other such well found in the areas of the City where Urban Services are available.
3. The Public Works Director may override provisions in this policy with just cause.

2.00 SANDPOINT WELL INSTALLATION PROCEDURE

1. All property owners installing a drive point well are required to obtain a plumbing permit issued by the City of St. Francis.
2. Upon receipt of a plumbing permit for a drive point well, the Building Official shall provide the Public Works Director with a copy of the permit.
3. The Building Official shall not issue the plumbing permit until the Public Works Director has indicated it is proper to issue such permit.
4. The Public Works director shall keep a copy of the permit on file in order to keep a record of all such wells installed in the urban areas of the City.
5. The Building Official shall not issue a permit for a well in the urban area of the City that has a connection to the City Sewer and/or Water System. The Building Official shall notify the Public Works Director and Community Development Director when such an occurrence has been noted.

3.00 DOCUMENTATION; REIVEW AND MODIFICATION OF POLICY

1. City Staff will document any citizen comments or complaints regarding this policy and/or drive point wells in general.
2. The City Council may modify or clarify this policy at any time.

POLICY 3.09 – RIGHT-OF-WAY SIGN INSTALLATION POLICY

Adopted September 16, 2024

1.00 INTRODUCTION

1. Purpose: The purpose of the Right-of-Way Sign Policy is to establish and maintain uniform and fair procedures regarding the placement of signage in the public streets and ways.
2. The City of St. Francis recognizes the need for communication of important messages, rules, and warnings to drivers, pedestrians, and other users of the public rights-of-ways, trails, parks, and other public places.
3. The City of St. Francis further recognizes the need to keep such messages as clear and concise as possible and to maintain signage in a manner that keeps signs legible and in proper condition for the intended purpose.
4. The City finds that the too many and/or unwarranted signage may actually create a negative impact on traffic safety and neighborhood aesthetics.
5. This policy is intended to cover all traffic control, directional, and any other signs within public rights-of-way or any other public property.
6. The Public Works Director may override provisions in this policy with just cause, in cases of emergencies, or in sound judgment for the purpose of the public good.

2.00 SIGNS IN THE PUBLIC RIGHT-OF-WAY

1. No signs unless serving an actual public purpose and authorized by the Public Works Director and the City Engineer may be placed in a public right-of-way or on other City property (unless otherwise allowed by the City's sign ordinance, as permitted by the City Planner or Administrator).
2. Any employee, contractor, or officer of the City may remove illegally placed signs in the right-of-way or on other City property and impound such signs at a location authorized by the Public Works Director.
3. Such signs shall be held in said location for a minimum of 24 hours after which the sign may be disposed of at a time and manner at the discretion of the Public Works Director or City Administrator.
4. The City is under no obligation to notify those who place signs illegally on City property when a sign has been impounded.
5. This policy does not prohibit the City from taking action against any person or group that causes to have placed illegal signs on public property whether the action be criminal, civil, or for the purposes of cost recovery for the action of having the sign removed.

3.00 PLACEMENT OR REPLACEMENT OF PUBLIC SIGNAGE

1. In association with any significant road maintenance, construction project, or area needs assessment, the City Engineer and Public Works Director shall assess the condition of and need for public signage in the direct project area.

2. Budgetary and staffing considerations shall be taken into account when assessing the need for signage.
3. The Public Works Director shall assess the condition of any signage in the area and make a discretionary determination if the signage is of a condition suitable to serve its purpose.
4. The City Engineer will review the signage request based on the requirements of the latest edition of the Minnesota Manual of Uniform Traffic Control Devices (MMUTCD) and report the findings to the Public Works Director accordingly.
5. The Public Works Director shall take the City Engineer's findings into consideration and bring the area signage into conformance unless otherwise determined to be insignificant, impractical, or unnecessary.

4.00 PROCEDURE FOR PLACING SIGNS ON CITY PROPERTY

1. If any person wishes to have a sign installed on a City right-of-way or other municipally controlled property, the request must be placed in writing.
2. Upon receiving the request, City Staff shall forward the request to the City Engineer within 3 business days.
3. The City Engineer will review the signage request based on the requirements of the latest edition of the Minnesota Manual of Uniform Traffic Control Devices (MMUTCD).
4. The City Engineer shall also take into consideration signage plans, engineering documents/manuals, and other legitimately adopted municipal documents.
5. The City Engineer will report to the Public Works Director and the person requesting the sign the findings of the review within 14 days of the request being received by the City Engineer.
6. If the finding is in the affirmative, the Public Works Director shall have the sign installed within a reasonable amount of time at the discretion of the Public Works Director based on budgetary and staffing considerations. Any sign placed by the City shall be of a type and specification as adopted in the City's Engineering Manual.
7. If the finding is in the negative, the person requesting the sign may appeal the decision to the City Administrator in writing who may review the findings and decide if the appeal merits Council consideration.

5.00 DOCUMENTATION; REVIEW, AND MODIFICATION OF POLICY

1. City Staff will document any citizen comments or complaints regarding this policy and/or sign installation in general.
2. The City Council may modify or clarify this policy at any time.

POLICY 3.10 – SIGN RETROREFLECTIVITY POLICY

Adopted September 16, 2024

1.00 INTRODUCTION

1. Purpose: The purpose of this policy is to establish how the city will implement an assessment or management method, or combination of methods, to meet the minimum sign retroreflectivity requirements in the Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD).
2. Substantial conformance with the MN MUTCD is achieved by having a method in place to maintain minimum retroreflectivity levels. Conformance does not require or guarantee that every individual sign in the city will meet or exceed the minimum retroreflective levels at every point in time.
3. The goal of this policy is to improve public safety on the city's streets and roads and prioritize the city's limited resources to replace signs.
4. The Public Works Director may override provisions in this policy with just cause, in cases of emergencies, or in sound judgment for the purpose of the public good.

2.00 APPLICABILITY

1. This policy applies to all traffic signs in the city except the following:
 - a. Parking, Standing, and Stopping signs (R7 and R8 series)
 - b. Walking/Hitchhiking/Crossing signs (R9 series, R10-1 through R100-4b)
 - c. Adopt-A-Highway signs
 - d. All signs with blue (motor services) or brown (recreational) backgrounds
 - e. Bikeway signs that are intended for exclusive use by bicyclists or pedestrians

3.00 SIGN INVENTORY

1. To meet the City's goal of maintaining sign retroreflectivity above certain levels, the city will maintain a sign inventory of all new or replacement signs installed after the effective date of this policy. The inventory shall indicate the type of sign, the location of the sign, the date of installation or replacement, the type of sheeting material used on the sign face, the expected life of the sign, and any maintenance performed on the sign.

4.00 SIGN REMOVAL

1. In recognition of the fact that excess road signs have been shown to reduce the effectiveness of signage, as well as impose an unnecessary financial burden on road authorities, it is the city's policy to remove signs determined to be unnecessary for safety purposes and which are not required to comply with an applicable state or federal statute or regulation. The removal of signs shall be based on an engineering review/study and the MN MUTCD. Particular attention shall be paid to recommendations on signage for roads considered to be "low-volume" under the MN MUTCD.

The city shall document the date a sign is removed and the reason for removal.

5.00 APPROVED SIGN EVALUATION METHOD

- 1. Expected Sign Life. The installation date is labeled or recorded when a sign is installed, so that the age of any given sign is known. The age of the sign is compared to the expected sign life. The expected sign life is based on the experience of sign retroreflectivity degradation in the City. Signs older than the expected life will be scheduled for replacement.
- 2. Blanket Replacement. All signs in the city will be replaced at specific intervals to be determined following completion of the city signage inventory, December 31, 2016. The replacement interval will be based on the expected sign life or warranty period.

6.00 SIGN REPLACEMENT

- 1. The City hereby establishes the following priority order in which road signs will be replaced:
 - a. First priority shall be given to replacing all signs determined not to meet applicable retroreflectivity standards following completion of city signage inventory. Top priority shall also be given to replacing missing or damaged signs determined to be of a priority for safety purposes.
 - b. Second priority shall be given to signs determined to be marginal in their retroreflectivity evaluation.
 - c. Third priority shall be given to all remaining signs as they come to the end of their anticipated service life, become damaged, etc.
- 2. Damaged, stolen, or missing signs may be replaced as needed.

7.00 MODIFICATION AND DEVIATION FROM THE POLICY

- 1. The City reserves the right to modify this Sign Retroreflectivity Policy at any time if deemed to be in the best interests of the City based on safety, political and economic considerations.
- 2. The Public Works Director, or his or her designee, may authorize a deviation from the implementation of this policy in regard to a particular sign when deemed to be in the best interests of the City based on safety, political and economic considerations. Such deviation shall be documented including the reason for the deviation and other information supporting the deviation.



CITY COUNCIL AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Change Orders – City Hall / Fire Station Project
DATE: September 16, 2024

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

Project 4020-10 Material and 4020 Labor

PCO #018 and #020 are changes made to adjust the snow melt loop adding an expansion tank and relief valves to add pressure safety to the equipment. This is an item that was realized by engineers that the system was lacking the safety measures. This was not in the original bid and is required to operate the system.

PCO #019 and 021 are changes to the SCBA units and the laundry dryer vent exhausts. Original bids did not include this as it was added to the owner responsibility with the appliances. This was added to the sub-contractor on site to complete this work.

PCO was continued on September 3rd for question regarding the contract and responsibility. The following was identified:

1. This is a matter related to the Brunton Contract
2. Contract holds a section that identifies the following:
 - a. 3.1.1 The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
3. The snow loop issue is an issue of an omission which was not on drawings. If it had been in the drawings the City would have been paying these costs in the original contract price. This is not an error in which they incorrectly drew an item that was bid incorrectly.
4. The Architect, has provided time without charge to the City to work with Stahl and the subcontractor providing drawing and engineering teams hours. There is no additional cost to the City for these hours.
5. This omission is a value add to the project and the city responsibility because the City receives the betterment of the additional safety requirements which puts it in compliance with code.

Change to project \$20,825.40

Total change orders to date: \$106,042.96

ACTION TO BE CONSIDERED:

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

Attachments:

PCO#018 (Material) Snow Melt Loop	\$3,789.52
PCO#020 (Labor) Snow Melt Loop	\$15,576.75
PCO#019 (Material) SCBA Dryer Exhaust	\$725.18
PCO #021 (Labor) SCBA Dryer Exhaust	\$733.95



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 #019: RFI #83 SCBA/Laundry Dryer Exhaust

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:	019 / 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:	8/14/2024
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:	\$725.18

POTENTIAL CHANGE ORDER TITLE: RFI #83 SCBA/Laundry Dryer Exhaust

CHANGE REASON: Design Development

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

CE #034 - #83 SCBA/Laundry Dryer Exhaust

Install a 4" dryer vent that goes above the room ceiling and routes to the plan East (true South) and locate listed dryer wall cap termination between the two doors by Storage 127. There is 6'-6" between the doors, locate the vent so that it is at least 3'-0" from both doors.

ATTACHMENTS:

[ST Francis Dryer Vent ADD.pdf](#)

#	Budget Code	Description	Amount
1	23-0000-__-.S HVAC.SUBCONTRACT		\$718.00
Subtotal:			\$718.00
Fee (1.00% Applies to all line item types.):			\$7.18
Grand Total:			\$725.18

Ginnie Schneider (Brunton Architects & Engineers, Inc.)

St. Francis, MN (City of)

Stahl Construction Company

23340 Cree Street NW
St. Francis, Minnesota 55070

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

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



3075 3rd Street South ▪ PO Box 400
Waite Park, MN 56387
Office: 320-252-3992 ▪ Fax: 320-252-5479
www.sentra-sota.com

August 13, 2024

Stahl Construction
861 Hennepin Ave
Suite 200
Minneapolis, MN 55414

**RE: St Francis City Fire and City Hall
Dryer Venting**

Sentra Sota Sheet Metal has the following changes for this scope of work:

Labor

5 Hrs @ \$127.00	\$635.00
10% OH/P	\$64.00
Total Labor ADD	\$699.00

Material

Misc Material	\$653.00
Tax 8.125%	\$0.00
10% OH/P	\$65.00
Total Material ADDT	\$718.00

Total Labor ADD \$699.00

Total Material ADD \$718.00

If you have any questions, please contact me.

Thank You,

Jeff Papp
Sentra-Sota Sheet Metal Inc

St Francis Dryer Vent

1- 4" Dryer Box - Goodin

6- 4" ELS ALUM

1- 4" Dryer Vent Hood

30'- 4" ALUM PIPE

\$ 132⁸⁶

\$ 91⁰⁸

5-21 Rick B 2 HRS

7-2 Scott 2 HRS

3-12 Jeremy 1 HR

90²⁰ \$ 160⁴⁰

Metro 88⁷⁰ \$ 177⁴⁰

\$ 71⁷⁵

Invoiced + Approved?

Core Drill 4" Hole DEMO- UNLIMITED

\$ 380⁰⁰

\$ 604⁰⁰



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 #021: RFI #83: SCBA/Laundry Dryer Exhaust

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:	021 / 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:	8/14/2024
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:	\$733.95

POTENTIAL CHANGE ORDER TITLE: RFI #83: SCBA/Laundry Dryer Exhaust

CHANGE REASON: Design Development

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

CE #042 - #83: SCBA/Laundry Dryer Exhaust

Install a 4" dryer vent that goes above the room ceiling and routes to the plan East (true South) and locate listed dryer wall cap termination between the two doors by Storage 127. There is 6'-6" between the doors, locate the vent so that it is at least 3'-0" from both doors.

ATTACHMENTS:

[ST Francis Dryer Vent ADD.pdf](#)

#	Budget Code	Description	Amount
1	23-0000-__-.S DEMO.HVAC.SUBCONTRACT		\$699.00
Subtotal:			\$699.00
GC Fee 5% (5.00% Applies to all line item types.):			\$34.95
Grand Total:			\$733.95

Ginnie Schneider (Brunton Architects & Engineers, Inc.)

St. Francis, MN (City of)

23340 Cree Street NW
 St. Francis, Minnesota 55070

Stahl Construction Company

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

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____



3075 3rd Street South ▪ PO Box 400
Waite Park, MN 56387
Office: 320-252-3992 ▪ Fax: 320-252-5479
www.sentra-sota.com

August 13, 2024

Stahl Construction
861 Hennepin Ave
Suite 200
Minneapolis, MN 55414

**RE: St Francis City Fire and City Hall
Dryer Venting**

Sentra Sota Sheet Metal has the following changes for this scope of work:

Labor	
5 Hrs @ \$127.00	\$635.00
10% OH/P	\$64.00
Total Labor ADD	\$699.00

Material	
Misc Material	\$653.00
Tax 8.125%	\$0.00
10% OH/P	\$65.00
Total Material ADDT	\$718.00

Total Labor ADD \$699.00
Total Material ADD \$718.00

If you have any questions, please contact me.

Thank You,

Jeff Popp
Sentra-Sota Sheet Metal Inc

St Francis Dryer Vent

1- 4" Dryer Box - Goodin

6- 4" ELS ALUM

1- 4" Dryer Vent Hood

30'- 4" ALUM PIPE

\$ 132⁸⁸

\$ 91⁰⁸

5-21 Rick B 2 HRS

7-2 Scott 2 HRS

3-12 Jeremy 1 HR

90²⁰ \$ 160⁴⁰

Metro 88²⁰ \$ 177⁴⁰

\$ 71⁷⁵

Invoiced + Approved?

Core Drill 4" Hole DEMO- UNLIMITED

\$ 380⁰⁰

\$ 604⁰⁰



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 #018: #92: Snow Melt Loop

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:	018 / 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:	8/7/2024
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:	\$3,789.52

POTENTIAL CHANGE ORDER TITLE: #92: Snow Melt Loop

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)
CE #033 - #92: snow melt loop

ATTACHMENTS:

[snow melt.pdf](#)

#	Budget Code	Description	Amount
1	22-0000-__-.S Plumbing.SUBCONTRACT		\$3,752.00
Subtotal:			\$3,752.00
Fee (1.00% Applies to all line item types.):			\$37.52
Grand Total:			\$3,789.52

Ginnie Schneider (Brunton Architects & Engineers, Inc.)

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

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

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

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 #020: CE #041 - #92: Snow Melt Loop

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:	020 / 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:	8/7/2024
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:	\$1,449.00

POTENTIAL CHANGE ORDER TITLE: CE #041 - #92: Snow Melt Loop

CHANGE REASON: Design Development

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

CE #041 - #92: snow melt loop.

New expansion tank, relief valve, air separator, and strainer to the snow melt side of the boiler system.

ATTACHMENTS:

[snow melt.pdf](#)

#	Budget Code	Description	Amount
1	22-0000-__-.S Plumbing.SUBCONTRACT		\$1,380.00
Subtotal:			\$1,380.00
GC Fee 5% (5.00% Applies to all line item types.):			\$69.00
Grand Total:			\$1,449.00

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

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
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CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Jenni Wida, Deputy Administrator-City Clerk
SUBJECT: Acknowledgement to Conduct a Raffle
DATE: September 16, 2024

OVERVIEW:

Trifecta Archery JOAD submitted an application to conduct a raffle with the MN Gambling Control Board. Trifecta Archery JOAD would like to hold a raffle event at the St. Francis American Legion, Post #622 on September 21, 2024.

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

ACTION TO BE CONSIDERED:

A motion would be in order to acknowledge the Application to Conduct a Raffle from Trifecta Archery JOAD for a raffle event to be held at the St. Francis American Legion on September 21, 2024.

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

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

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

ORGANIZATION INFORMATION

Organization Name: Trifecta Archery Joad Previous Gambling Permit Number: X-
Minnesota Tax ID Number, if any: Federal Employer ID Number (FEIN), if any: 93-4129538
Mailing Address: 21225 Nightingale St NW
City: Oak Grove State: MN Zip: 55011 County: Anoka
Name of Chief Executive Officer (CEO): Michele Muonio
CEO Daytime Phone: 612-250-6819 CEO Email: Averagejoesjoad@gmail.com
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO):

NONPROFIT STATUS

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): The Ponds Golf Course
Physical Address (do not use P.O. box): 2881 229th Ave NW
Check one:
 City: St. Francis Zip: 55070 County: Anoka
 Township: Zip: County:
Date(s) of activity (for raffles, indicate the date of the drawing): September 21, 2024

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

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

LG220 Application for Exempt Permit

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

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

The application is acknowledged with no waiting period.

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

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

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

The application is acknowledged with no waiting period.

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

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

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

Print Name: _____

REQUIREMENTS

Complete a separate application for:

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

_____ a copy of your proof of nonprofit status; and

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

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


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

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

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

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

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

 **Department of the Treasury**
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

TRIFECTA ARCHERY JOAD
21225 NIGHTINGALE STREET NW
OAK GROVE, MN 55011-9237

Date:
11/13/2023
Employer ID number:
93-4129538
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Form 990-PF required:
Yes
Effective date of exemption:
October 19, 2023
Addendum applies:
No
DLN:
26053707004483

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a private foundation within the meaning of Section 509(a).

You're required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation, annually, whether or not you have income or activity during the year. If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PF" in the search bar to view Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,



Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Trifecta Archery JOAD

2 Business name/disregarded entity name, if different from above
Average Joes JOAD

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **501 C3**

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
21225 Nightingale St NW

6 City, state, and ZIP code
Oak Grove MN 55011

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-			
--	--	--	---	--	--	--	---	--	--	--

or

Employer identification number


9	3	-	4	1	2	9	5	3	8
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ **2-23-2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**CITY COUNCIL AGENDA
REPORT**

TO: Kate Thunstrom, City Administrator
FROM: Jenni Wida, Deputy Administrator-City Clerk
SUBJECT: Acknowledgement of Premise Permit
DATE: September 16, 2024

OVERVIEW:

St. Francis Athletic Booster Club submitted a premise permit application located at Tasty Pizza Bar and Bowl.

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

ACTION TO BE CONSIDERED:

A motion would be in order to acknowledge the premise permit application from St. Francis Athletic Booster Club to conduct lawful gambling at Tasty Pizza Bar and Bowl effective January 2025.

MINNESOTA LAWFUL GAMBLING

LG214 Premises Permit Application

Annual Fee \$150 (NON-REFUNDABLE)

REQUIRED ATTACHMENTS TO LG214

- 1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
- 2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to **"State of Minnesota."**

Mail the application and required attachments to:
Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.

ORGANIZATION INFORMATION

Organization Name: St. Francis Athletic Booster Club License Number: 95038

Chief Executive Officer (CEO) Tracy Torson Daytime Phone: 612-308-5108

Gambling Manager: Heidi Antinozzi Daytime Phone: 763-843-3642

GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: Tasty Pizza Bar and Bowl

List any previous names for this location:

Patriot Lanes

Street address where premises is located: 3085 Bridge Street
(Do not use a P.O. box number or mailing address.)

City:	OR	Township:	County:	Zip Code:
St. Francis			Anoka	55070

Does your organization own the building where the gambling will be conducted?
 Yes No **If no, attach LG215 Lease for Lawful Gambling Activity.**

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site? Yes No Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site? Yes No Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: Village Bank Bank Account Number: ~~XXXXXXXXXX~~

Bank Street Address: 3350 Bridge Street City: St. Francis State: **MN** Zip Code: 55070

ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES

Address (Do not use a P.O. box number):	City:	State:	Zip Code:
<u>20585 Kerry Street NW</u>	<u>Oak Grove</u>	MN	<u>55011</u>
_____	_____	MN	_____
_____	_____	MN	_____

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

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

City Name: _____

Date Approved by City Council: _____

Resolution Number: _____
(If none, attach meeting minutes.)

Signature of City Personnel: _____

Title: _____ Date Signed: _____

**Local unit of government
must sign.**

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

County Name: _____

Date Approved by County Board: _____

Resolution Number: _____
(If none, attach meeting minutes.)

Signature of County Personnel: _____

Title: _____ Date Signed: _____

TOWNSHIP NAME: _____

Complete below only if required by the county.
On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)

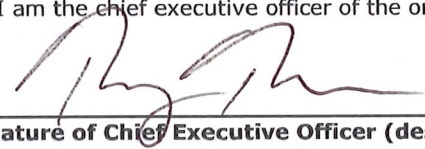
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date Signed: _____

ACKNOWLEDGMENT AND OATH

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. 5. I am the chief executive officer of the organization. | <ol style="list-style-type: none"> 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. 10. I understand the fee is non-refundable regardless of license approval/denial. |
|--|---|



9-2-24

<p>Signature of Chief Executive Officer (designee may not sign)</p>	<p>Date</p>	<p>Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
--	--------------------	--

LG215 Lease for Lawful Gambling Activity

LEASE INFORMATION

Organization: St. Francis Athletic Booster Club	License/Site Number: 95038	Daytime Phone: 763-843-3642
Address: 8698 253rd Ave NW	City: Zimmerman	State: Zip: MN 55398
Name of Leased Premises: Tasty Pizza Bar and Bowl	Street Address: 3085 Bridge Street	
City: St. Francis	State: Zip: MN 55070	Daytime Phone: 763-753-4988
Name of Legal Owner: <i>Shellie Marie Gestlin</i>	Business/Street Address: <i>3085 Bridge St</i>	
City: <i>St. Francis</i>	State: Zip: <i>MN 55070</i>	Daytime Phone: <i>763-753-4988</i>
Name of Lessor (if same as legal owner, write "SAME"): <i>Same</i>	Address:	
City:	State: Zip:	Daytime Phone:

Check applicable item:

New or amended lease. Effective date: 1-6-25. Submit changes at least ten days **before** the effective date of the change.

New owner. Effective date: _____. Submit new lease **within** ten days after new lessor assumes ownership.

CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)

<input checked="" type="checkbox"/> Pull-Tabs (paper)	<input checked="" type="checkbox"/> Electronic Pull-Tabs
<input checked="" type="checkbox"/> Pull-Tabs (paper) with dispensing device	<input checked="" type="checkbox"/> Electronic Linked Bingo
<input checked="" type="checkbox"/> Bar Bingo <input checked="" type="checkbox"/> Bingo	Electronic games may only be conducted:
<input checked="" type="checkbox"/> Tipboards	1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or
<input checked="" type="checkbox"/> Paddlewheel <input checked="" type="checkbox"/> Paddlewheel with table	2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.

PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)

BOOTH OPERATION: Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.

ALL GAMES, including electronic games: Monthly rent to be paid: 10 %, not to exceed **10%** of gross profits for that month.

- Total rent paid from all organizations for only booth operations at the leased premises **may not exceed \$1,750**.
- The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.

BAR OPERATION: All sales of gambling equipment conducted by the lessor or lessor's employee.

ELECTRONIC GAMES: Monthly rent to be paid: 15 %, not to exceed **15%** of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.

ALL OTHER GAMES: Monthly rent to be paid: 20 %, not to exceed **20%** of gross profits from all other forms of lawful gambling.

- If any booth sales conducted by a licensed organization at the premises, rent may not exceed **10%** of gross profits for that month and is subject to booth operation **\$1,750** cap.

BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)

Bingo rent is limited to one of the following:

- Rent to be paid: 10 %, not to exceed **10%** of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo.
- OR -
- Rate to be paid: \$ _____ per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.
 - ⇒ **Rent may not be paid for bar bingo.**
 - ⇒ Bar bingo does not include bingo games linked to other permitted premises.

LEASE TERMINATION CLAUSE (must be completed)

The lease may be terminated by either party with a written 30 day notice. Other terms:

LG215 Lease for Lawful Gambling Activity

Lease Term: The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management: The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.

Participation as Players Prohibited: The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes, Section 349.181.

Illegal Gambling: The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes, Section 349.18, Subd. 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes, Section 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H, or Minnesota Statutes, Section 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or to the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions: The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to Permitted Premises: Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor Records: The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent All-Inclusive: Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:



- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Board. Rent payments may not be made to an individual.

ACKNOWLEDGMENT OF LEASE TERMS

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease:

Signature of Lessor:	Date:	Signature of Organization Official (Lessee):	Date:
	8-29-24		8-29-24

Print Name and Title of Lessor:	Print Name and Title of Lessee:
Shellee Gestin President	Heidi Antinozzi - Gambling Manager

Questions? Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Mail or fax lease to:
 Minnesota Gambling Control Board
 1711 W. County Road B, Suite 300 South
 Roseville, MN 55113
 Fax: 651-639-4032



CITY COUNCIL AGENDA REPORT

TO: City Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Conditional Offer of Employment – Office Assistant-Accounting Clerk
DATE: September 16, 2024

OVERVIEW:

On August 19, 2024, the City Council approved posting of the Office Assistant-Accounting Clerk position.

The position was posted from August 20, 2024, through September 3, 2024, with 30 completed applications received. During the hiring process, it's been determined that Danielle Robertson is the current top candidate for the position. On September 12, 2024, a conditional offer of employment was extended to Danielle which is contingent upon City Council approval and a thorough background investigation. Danielle was offered to start at grade 6, step 5 of the city pay scale which was based on prior experience and qualifications. The conditional offer was accepted by Danielle on September 12, 2024. Her start date will be October 7, 2024.

ACTION TO BE CONSIDERED:

Motion to authorize hiring Office Assistant-Accounting Clerk Danielle Robertson at grade 6, step 5 of the City pay scale contingent upon the successful completion of a background check.

BUDGET IMPLICATION:

The Office Assistant-Accounting Clerk position is a budgeted position.



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Payment of Claims
DATE: September 16, 2024

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$343,940.60 plus any additional bills that are handed out at council meeting.

Other Payments to be approved:

EFT Payments-\$4,24,009.39

Manual Checks- \$0

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:

- 09-16-2024 Packet List-\$343,943.60
- 09-16-2024 EFT Payments-\$4,424,009.39

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date	
Vendor 3998 - ABDO								
494854 00037244	ABDO 30% OF COMP STUDY 101-41400-40311	08/31/2024 DMULVIHILL CONTRACT		4,890.00 4,890.00	4,890.00	Open	N 09/16/2024	
Total Vendor 3998 - ABDO				4,890.00	4,890.00			
Vendor 3811 - ANOKA COUNTY TREASURY								
AR022422 00037242	ANOKA COUNTY TREASURY RADIO 402-42210-40581	08/29/2024 DMULVIHILL RADIOS		6,100.56 6,100.56	6,100.56	Open	N 09/16/2024	
Total Vendor 3811 - ANOKA COUNTY TREASURY				6,100.56	6,100.56			
Vendor 2591 - ASPEN MILLS								
338690 00037262	ASPEN MILLS UNIFORMS-STEMME 101-42110-40437	09/04/2024 DMULVIHILL UNIFORMS		23.10 23.10	23.10	Open	N 09/16/2024	
Total Vendor 2591 - ASPEN MILLS				23.10	23.10			
Vendor 9797 - ASSURED PARTNERS								
514101 00037319	ASSURED PARTNERS AGENCY FEE 101-43100-40360 101-41110-40360 609-49750-40360 602-49490-40360 601-49440-40360 101-41400-40360 101-43210-40360 101-42400-40360 101-42210-40360 101-42110-40360 101-41940-40360 101-41910-40360 101-41500-40360 101-45200-40360	09/09/2024 DMULVIHILL INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE		6,000.00 573.00 16.20 888.60 1,225.80 907.80 210.60 25.80 63.60 195.60 851.40 124.80 105.60 83.40 727.80	6,000.00	6,000.00	Open	N 09/16/2024

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 9797 - ASSURED PARTNERS							
Total Vendor 9797 - ASSURED PARTNERS				6,000.00	6,000.00		
Vendor 42 - BARNA, GUZY & STEFFEN							
286905							
00037297	BARNA, GUZY & STEFFEN	08/31/2024		130.00	130.00	Open	N
	MISC FORFEITURES	DMULVIHILL					09/16/2024
	101-41600-40304	CIVIL LEGAL FEES		130.00			
Total Vendor 42 - BARNA, GUZY & STEFFEN				130.00	130.00		
Vendor 53 - BELLBOY CORPORATION BAR SUPPLY							
0108767100							
00037170	BELLBOY CORPORATION BAR SUPPLY	08/26/2024		(5.58)	(5.58)	Open	Y
	MISC	CBUSKEY					08/26/2024
	609-49751-40254	MISCELLANEOUS MERCHANDISE		(5.58)			
0204902100							
00037266	BELLBOY CORPORATION BAR SUPPLY	09/05/2024		1,142.95	1,142.95	Open	N
	LIQUOR	CBUSKEY					09/06/2024
	609-49751-40206	FREIGHT		19.80			
	609-49751-40251	LIQUOR		1,123.15			
0108853900							
00037267	BELLBOY CORPORATION BAR SUPPLY	09/05/2024		363.66	363.66	Open	N
	MISC/OPERATING	CBUSKEY					09/06/2024
	609-49751-40206	FREIGHT		7.66			
	609-49751-40254	MISCELLANEOUS MERCHANDISE		24.00			
	609-49750-40210	OPERATING SUPPLIES		332.00			
0204990400							
00037304	BELLBOY CORPORATION BAR SUPPLY	09/10/2024		812.38	812.38	Open	N
	LIQUOR	CBUSKEY					09/10/2024
	609-49751-40206	FREIGHT		12.38			
	609-49751-40251	LIQUOR		800.00			
Total Vendor 53 - BELLBOY CORPORATION BAR SUPPLY				2,313.41	2,313.41		
Vendor 10711 - BJORKLUND COMPANIES, LLC							

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

POSTED AND UNPOSTED

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Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 10711 - BJORKLUND COMPANIES, LLC							
100133 00037249	BJORKLUND COMPANIES, LLC BLACK DIRT 101-43210-40441	08/21/2024 DMULVIHILL MISCELLANEOUS		355.00 355.00	355.00	Open	N 09/16/2024
100173 00037296	BJORKLUND COMPANIES, LLC BLACK DIRT 226-45100-40456	08/26/2024 DMULVIHILL DOG PARK		710.00 710.00	710.00	Open	N 09/16/2024
Total Vendor 10711 - BJORKLUND COMPANIES, LLC				1,065.00	1,065.00		
Vendor 7244 - BREAKTHRU BEVERAGE							
117485101 00037237	BREAKTHRU BEVERAGE LIQUOR 609-49751-40206 609-49751-40251	08/30/2024 CBUSKEY FREIGHT LIQUOR		5,987.20 52.20 5,935.00	5,987.20	Open	N 09/03/2024
117596159 00037271	BREAKTHRU BEVERAGE LIQUOR 609-49751-40206 609-49751-40251	09/06/2024 CBUSKEY FREIGHT LIQUOR		1,199.48 13.04 1,186.44	1,199.48	Open	N 09/06/2024
Total Vendor 7244 - BREAKTHRU BEVERAGE				7,186.68	7,186.68		
Vendor 7779 - CAPITOL BEVERAGE SALES, L.P							
3030682 00037235	CAPITOL BEVERAGE SALES, L.P BEER 609-49751-40252	09/03/2024 CBUSKEY BEER		330.00 330.00	330.00	Open	N 09/03/2024
Total Vendor 7779 - CAPITOL BEVERAGE SALES, L.P				330.00	330.00		
Vendor 2198 - CENTURY FENCE COMPANY							
248126001 00037260	CENTURY FENCE COMPANY DOG PARK FENCE 226-45100-40456	08/27/2024 DMULVIHILL DOG PARK		36,900.00 36,900.00	36,900.00	Open	N 09/16/2024
Total Vendor 2198 - CENTURY FENCE COMPANY							

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 2198 - CENTURY FENCE COMPANY							
				36,900.00	36,900.00		
Vendor 9937 - CIVICPLUS LLC							
314236 00037243	CIVICPLUS LLC PRINT SUPPLEMENTATION 101-41400-40311	08/16/2024 DMULVIHILL CONTRACT		3,490.00	3,490.00	Open	N 09/16/2024
				3,490.00			
Total Vendor 9937 - CIVICPLUS LLC							
				3,490.00	3,490.00		
Vendor 4854 - CRYSTAL SPRINGS ICE							
1005745 00037233	CRYSTAL SPRINGS ICE MISC 609-49751-40254 609-49751-40206	09/02/2024 CBUSKEY MISCELLANEOUS MERCHANDISE FREIGHT		243.60	243.60	Open	N 09/03/2024
				239.60			
				4.00			
1005706 00037234	CRYSTAL SPRINGS ICE MISC 609-49751-40206 609-49751-40254	08/30/2024 CBUSKEY FREIGHT MISCELLANEOUS MERCHANDISE		149.84	149.84	Open	N 09/03/2024
				4.00			
				145.84			
Total Vendor 4854 - CRYSTAL SPRINGS ICE							
				393.44	393.44		
Vendor 6272 - D&T SEPTIC SERVICES							
24-4460 00037245	D&T SEPTIC SERVICES 2 HOURS TRUCK PUMPING 602-49490-40229	08/27/2024 DMULVIHILL PROJECT MAINTENANCE		500.00	500.00	Open	N 09/16/2024
				500.00			
Total Vendor 6272 - D&T SEPTIC SERVICES							
				500.00	500.00		
Vendor 91 - DAHLHEIMER DIST. CO. INC							
2273812 00037236	DAHLHEIMER DIST. CO. INC BEER 609-49751-40252	08/30/2024 CBUSKEY BEER		235.00	235.00	Open	N 09/03/2024
				235.00			

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 91 - DAHLHEIMER DIST. CO. INC							
2271145 00037268	DAHLHEIMER DIST. CO. INC BEER 609-49751-40252	08/27/2024 CBUSKEY BEER		(78.50) (78.50)	(78.50)	Open	N 09/06/2024
2227836 00037269	DAHLHEIMER DIST. CO. INC BEER 609-49751-40252	07/04/2024 CBUSKEY BEER		(484.22) (484.22)	(484.22)	Open	N 09/06/2024
2273813 00037270	DAHLHEIMER DIST. CO. INC BEER/NA/LIQUOR 609-49751-40252 609-49751-40255 609-49751-40251	09/05/2024 CBUSKEY BEER N/A PRODUCTS LIQUOR		13,576.65 12,835.35 268.80 472.50	13,576.65	Open	N 09/06/2024
2282110 00037311	DAHLHEIMER DIST. CO. INC BEER/N/A 609-49751-40255 609-49751-40252	09/11/2024 CBUSKEY N/A PRODUCTS BEER		20,197.40 498.20 19,699.20	20,197.40	Open	N 09/11/2024
Total Vendor 91 - DAHLHEIMER DIST. CO. INC				33,446.33	33,446.33		
Vendor 6028 - DUSTY'S DRAIN CLEANING							
20240340 00037301	DUSTY'S DRAIN CLEANING DOG PARK 226-45100-40456	09/09/2024 DMULVIHILL DOG PARK		1,210.00 1,210.00	1,210.00	Open	N 09/16/2024
Total Vendor 6028 - DUSTY'S DRAIN CLEANING				1,210.00	1,210.00		
Vendor 8132 - ERIK SKOGQUIST							
.09012024 00037240	ERIK SKOGQUIST 3RD QUARTER ASSESSING 101-41550-40311	09/01/2024 DMULVIHILL CONTRACT		4,403.13 4,403.13	4,403.13	Open	N 09/16/2024
Total Vendor 8132 - ERIK SKOGQUIST				4,403.13	4,403.13		
Vendor 7798 - FERGUS POWER PUMP, INC							

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Vendor 7798 - FERGUS POWER PUMP, INC							
53292							
00037259	FERGUS POWER PUMP, INC BELT PRESS DEWATERING 602-49490-40311	09/04/2024 DMULVIHILL CONTRACT		70,449.17	70,449.17	Open	N 09/16/2024
Total Vendor 7798 - FERGUS POWER PUMP, INC				<u>70,449.17</u>	<u>70,449.17</u>		
Vendor 130 - GOPHER STATE ONE-CALL, INC							
4080764							
00037263	GOPHER STATE ONE-CALL, INC AUGUST TICKETS 601-49440-40442 602-49490-40442	08/31/2024 DMULVIHILL GOPHER STATE GOPHER STATE		78.30 39.15 39.15	78.30	Open	N 09/16/2024
Total Vendor 130 - GOPHER STATE ONE-CALL, INC				<u>78.30</u>	<u>78.30</u>		
Vendor 4691 - GRANITE CITY JOBBING CO							
411463							
00037303	GRANITE CITY JOBBING CO TOBACCO/MISC 609-49751-40206 609-49751-40254 609-49751-40256	09/10/2024 CBUSKEY FREIGHT MISCELLANEOUS MERCHANDISE TOBACCO PRODUCTS		8,949.04 10.00 63.00 8,876.04	8,949.04	Open	N 09/10/2024
Total Vendor 4691 - GRANITE CITY JOBBING CO				<u>8,949.04</u>	<u>8,949.04</u>		
Vendor 1145 - HACH COMPANY							
14182915							
00037316	HACH COMPANY CHEMICALS	09/10/2024 DMULVIHILL		239.56	239.56	Open	N 09/16/2024
Total Vendor 1145 - HACH COMPANY				<u>239.56</u>	<u>239.56</u>		
Vendor 9357 - HARRIS							
SR000069710							
00037298	HARRIS LIQUOR STORE COOLER 609-49750-40228	09/09/2024 DMULVIHILL EQUIPMENT MAINTENANCE		1,773.92 1,773.92	1,773.92	Open	N 09/16/2024

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Vendor 9357 - HARRIS							
SR000069714 00037299	HARRIS COIL CLEANING 609-49750-40228	09/09/2024 DMULVIHILL		719.67	719.67	Open	N 09/16/2024
		EQUIPMENT MAINTENANCE		719.67			
Total Vendor 9357 - HARRIS				<u>2,493.59</u>	<u>2,493.59</u>		
Vendor UB-REFUND - JACKIE GRACE							
1630 00037283	JACKIE GRACE CREDIT REFUND 601-49440-40444	08/31/2024 DMULVIHILL		132.77	132.77	Open	N 09/16/2024
		REFUND & REIMBURSEMENT		132.77			
Total Vendor UB-REFUND - JACKIE GRACE				<u>132.77</u>	<u>132.77</u>		
Vendor UB-REFUND - JACOB & LYDIA MISKAVIGE							
3691 00037284	JACOB & LYDIA MISKAVIGE CREDIT REFUND 601-49440-40444	09/01/2024 DMULVIHILL		175.14	175.14	Open	N 09/16/2024
		REFUND & REIMBURSEMENT		175.14			
Total Vendor UB-REFUND - JACOB & LYDIA MISKAVIGE				<u>175.14</u>	<u>175.14</u>		
Vendor 154 - JOHNSON BROTHERS							
2618339 00037272	JOHNSON BROTHERS LIQUOR 609-49751-40206 609-49751-40251	09/05/2024 CBUSKEY		384.46	384.46	Open	N 09/06/2024
		FREIGHT		5.46			
		LIQUOR		379.00			
2618340 00037273	JOHNSON BROTHERS WINE 609-49751-40206 609-49751-40253	09/05/2024 CBUSKEY		353.10	353.10	Open	N 09/06/2024
		FREIGHT		9.10			
		WINE		344.00			
Total Vendor 154 - JOHNSON BROTHERS				<u>737.56</u>	<u>737.56</u>		
Vendor 165 - LMC INSURANCE TRUST							

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Vendor 165 - LMC INSURANCE TRUST

.09092024 00037317	LMC INSURANCE TRUST	09/09/2024		25,859.00	25,859.00	Open	N 09/16/2024
	WORKERS COMP 1ST QUARTER PAYMENT	DMULVIHILL					
	101-41400-40160	WORK COMP INSURANCE		382.00			
	101-41500-40160	WORK COMP INSURANCE		178.00			
	101-41910-40160	WORK COMP INSURANCE		212.00			
	101-42110-40160	WORK COMP INSURANCE		14,092.00			
	101-42210-40160	WORK COMP INSURANCE		3,859.00			
	101-42400-40160	WORK COMP INSURANCE		106.00			
	101-43100-40160	WORK COMP INSURANCE		2,231.00			
	101-43210-40160	WORK COMP INSURANCE		289.00			
	101-45200-40160	WORK COMP INSURANCE		1,051.00			
	601-49440-40160	WORK COMP INSURANCE		972.00			
	602-49490-40160	WORK COMP INSURANCE		1,167.00			
	609-49750-40160	WORK COMP INSURANCE		1,320.00			

.09032024

00037318	LMC INSURANCE TRUST	09/03/2024		49,093.00	49,093.00	Open	N 09/16/2024
	1ST QUARTER PROPERTY INSURANCE	DMULVIHILL					
	101-41110-40360	INSURANCE		96.00			
	101-41400-40360	INSURANCE		1,019.40			
	101-41410-40360	INSURANCE		22.86			
	101-41500-40360	INSURANCE		530.27			
	101-41600-40360	INSURANCE		164.57			
	101-41910-40360	INSURANCE		653.70			
	101-41940-40360	INSURANCE		790.83			
	101-42110-40360	INSURANCE		9,005.46			
	101-42210-40360	INSURANCE		2,235.37			
	101-42400-40360	INSURANCE		470.84			
	101-43100-40360	INSURANCE		4,996.43			
	101-43210-40360	INSURANCE		160.00			
	101-45000-40360	INSURANCE		4.57			
	101-45200-40360	INSURANCE		5,302.71			
	101-49200-40360	INSURANCE		13.71			
	601-49440-40360	INSURANCE		5,782.69			
	602-49490-40360	INSURANCE		8,836.32			
	609-49750-40360	INSURANCE		5,627.27			
	609-49750-40360	INSURANCE		3,380.00			

Total Vendor 165 - LMC INSURANCE TRUST

74,952.00 74,952.00

Vendor 8133 - MARY WELLS

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Vendor 8133 - MARY WELLS							
.09012024 00037241	MARY WELLS 3RD QUARTER ASSESSING 101-41550-40311	09/01/2024 DMULVIHILL CONTRACT		4,403.13 4,403.13	4,403.13	Open	N 09/16/2024
Total Vendor 8133 - MARY WELLS				<u>4,403.13</u>	<u>4,403.13</u>		
Vendor 202 - MCDONALD DIST CO							
766405 00037256	MCDONALD DIST CO BEER 609-49751-40252	09/04/2024 CBUSKEY BEER		(25.60) (25.60)	(25.60)	Open	N 09/04/2024
766225 00037257	MCDONALD DIST CO BEER/NA 609-49751-40255 609-49751-40252	09/04/2024 CBUSKEY N/A PRODUCTS BEER		6,157.30 246.00 5,911.30	6,157.30	Open	N 09/04/2024
767063 00037302	MCDONALD DIST CO BEER 609-49751-40252	09/09/2024 CBUSKEY BEER		187.20 187.20	187.20	Open	N 09/09/2024
7678389 00037308	MCDONALD DIST CO BEER/N/A 609-49751-40255 609-49751-40252	09/11/2024 CBUSKEY N/A PRODUCTS BEER		12,580.25 204.00 12,376.25	12,580.25	Open	N 09/11/2024
5810405 00037309	MCDONALD DIST CO BEER 609-49751-40252	09/11/2024 CBUSKEY BEER		(19.60) (19.60)	(19.60)	Open	N 09/11/2024
767388 00037310	MCDONALD DIST CO BEER 609-49751-40252	09/11/2024 CBUSKEY BEER		(294.50) (294.50)	(294.50)	Open	N 09/11/2024
Total Vendor 202 - MCDONALD DIST CO				<u>18,585.05</u>	<u>18,585.05</u>		

Vendor 3689 - METRO SALES, INC

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Vendor 3689 - METRO SALES, INC							
INV2598476 00037281	METRO SALES, INC COPIES	09/05/2024		242.00	242.00	Open	N 09/16/2024
	101-43100-40200	OFFICE SUPPLIES		60.50			
	101-45200-40200	OFFICE SUPPLIES		60.50			
	601-49440-40200	OFFICE SUPPLIES		60.50			
	602-49490-40200	OFFICE SUPPLIES		60.50			
INV2601126 00037305	METRO SALES, INC CITY HALL COPIES	09/10/2024		199.39	199.39	Open	N 09/16/2024
	101-41400-40200	OFFICE SUPPLIES		199.39			
Total Vendor 3689 - METRO SALES, INC				441.39	441.39		
Vendor 181 - METRO WEST INSPECTIONS SERVICE							
4257 00037247	METRO WEST INSPECTIONS SERVICE AUGUST FINALED PERMITS	08/22/2024		4,566.32	4,566.32	Open	N 09/16/2024
	101-42400-40311	CONTRACT		4,566.32			
Total Vendor 181 - METRO WEST INSPECTIONS SERVICE				4,566.32	4,566.32		
Vendor 10337 - METRO-INET							
2183 00037239	METRO-INET SEPTEMBER IT SERVICES	09/01/2024		15,039.00	15,039.00	Open	N 09/16/2024
	101-41110-40310	COMPUTER CONSULTING FEES		601.56			
	101-41400-40310	COMPUTER CONSULTING FEES		2,105.46			
	101-41910-40310	COMPUTER CONSULTING FEES		300.78			
	101-42110-40310	COMPUTER CONSULTING FEES		7,369.11			
	101-42210-40310	COMPUTER CONSULTING FEES		1,353.51			
	101-42400-40310	COMPUTER CONSULTING FEES		601.56			
	101-43100-40310	COMPUTER CONSULTING FEES		601.56			
	101-45200-40310	COMPUTER CONSULTING FEES		601.56			
	601-49440-40310	COMPUTER CONSULTING FEES		601.56			
	602-49490-40310	COMPUTER CONSULTING FEES		601.56			
	609-49750-40310	COMPUTER CONSULTING FEES		300.78			
Total Vendor 10337 - METRO-INET				15,039.00	15,039.00		
Vendor 5371 - MIDCONTINENT COMMUNICATIONS							

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Vendor 5371 - MIDCONTINENT COMMUNICATIONS							
13334860114252 00037306	MIDCONTINENT COMMUNICATIONS WATER PLANT 601-49440-40321	09/02/2024 DMULVIHILL TELEPHONE		158.39	158.39	Open	N 09/16/2024
				158.39			
13332710114252 00037307	MIDCONTINENT COMMUNICATIONS POLICE 101-42110-40321	09/02/2024 DMULVIHILL TELEPHONE		45.23	45.23	Open	N 09/16/2024
				45.23			
Total Vendor 5371 - MIDCONTINENT COMMUNICATIONS				203.62	203.62		
Vendor 5661 - MIDWEST TESTING LLC							
6210 00037246	MIDWEST TESTING LLC WATER METER TESTS 602-49490-40229	08/27/2024 DMULVIHILL PROJECT MAINTENANCE		1,150.00	1,150.00	Open	N 09/16/2024
				1,150.00			
Total Vendor 5661 - MIDWEST TESTING LLC				1,150.00	1,150.00		
Vendor 195 - MN DEPARTMENT OF HEALTH							
.09012024 00037315	MN DEPARTMENT OF HEALTH WATER TEST FEE QUARTERLY 601-49440-40434	09/01/2024 DMULVIHILL PERMIT FEES		4,527.00	4,527.00	Open	N 09/16/2024
				4,527.00			
Total Vendor 195 - MN DEPARTMENT OF HEALTH				4,527.00	4,527.00		
Vendor 6094 - MN DEPT OF LABOR & INDUSTRY							
6995 00037251	MN DEPT OF LABOR & INDUSTRY FEES 601-49440-40401 602-49490-40401	07/23/2024 DMULVIHILL BUILDINGS MAINTENANCE BUILDINGS MAINTENANCE		30.00	30.00	Open	N 09/16/2024
				15.00			
				15.00			
Total Vendor 6094 - MN DEPT OF LABOR & INDUSTRY				30.00	30.00		
Vendor 4523 - NORTH METRO TREE SERVICE INC							

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Vendor 4523 - NORTH METRO TREE SERVICE INC							
DL6							
00037238	NORTH METRO TREE SERVICE INC DURIGAN LOCHER PARK 101-45200-40311	08/27/2024 JSHOOK CONTRACT		1,170.00	1,170.00	Open	N 09/16/2024
09042024							
00037258	NORTH METRO TREE SERVICE INC DL6 101-45200-40229	09/04/2024 JSHOOK PROJECT MAINTENANCE		1,375.00	1,375.00	Open	N 09/16/2024
009							
00037282	NORTH METRO TREE SERVICE INC DEGARDNER CIRCLE 101-45200-40229	09/06/2024 JSHOOK PROJECT MAINTENANCE		3,375.00	3,375.00	Open	N 09/16/2024
Total Vendor 4523 - NORTH METRO TREE SERVICE INC				5,920.00	5,920.00		
Vendor 10369 - NYSTROM PUBLISHING COMPANY, INC							
48129							
00037279	NYSTROM PUBLISHING COMPANY, INC FALL NEWSLETTER 101-43210-40439	09/03/2024 DMULVIHILL RECYCLING DAYS		2,516.99	2,516.99	Open	N 09/16/2024
	609-49750-40441	MISCELLANEOUS		228.82			
	602-49490-40441	MISCELLANEOUS		228.82			
	601-49440-40441	MISCELLANEOUS		228.82			
	101-45200-40441	MISCELLANEOUS		228.82			
	101-43100-40441	MISCELLANEOUS		228.82			
	101-42400-40352	GENERAL PUBLISHING		228.82			
	101-42210-40441	MISCELLANEOUS		228.82			
	101-42110-40441	MISCELLANEOUS		228.82			
	101-41400-40441	MISCELLANEOUS		228.82			
	101-41110-40344	NEWSLETTER		228.79			
48128							
00037287	NYSTROM PUBLISHING COMPANY, INC RECYCLING NEWSLETTER	09/03/2024 DMULVIHILL		1,971.36	1,971.36	Open	N 09/16/2024
Total Vendor 10369 - NYSTROM PUBLISHING COMPANY, INC				4,488.35	4,488.35		
Vendor 10302 - PATRICIA JOHNSON							

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Vendor 10302 - PATRICIA JOHNSON							
.09012024 00037313	PATRICIA JOHNSON FALL NEWSLETTER 101-41400-40441	09/01/2024 DMULVIHILL MISCELLANEOUS		200.00 200.00	200.00	Open	N 09/16/2024
Total Vendor 10302 - PATRICIA JOHNSON				200.00	200.00		
Vendor 3753 - PAUSTIS WINE COMPANY							
245883 00037255	PAUSTIS WINE COMPANY WINE 609-49751-40206 609-49751-40253	09/04/2024 CBUSKEY FREIGHT WINE		1,836.00 24.00 1,812.00	1,836.00	Open	N 09/04/2024
Total Vendor 3753 - PAUSTIS WINE COMPANY				1,836.00	1,836.00		
Vendor 214 - PHILLIPS WINE & SPIRITS CO							
6842690 00037274	PHILLIPS WINE & SPIRITS CO WINE 609-49751-40206 609-49751-40253	09/05/2024 CBUSKEY FREIGHT WINE		414.92 10.92 404.00	414.92	Open	N 09/06/2024
6842669 00037275	PHILLIPS WINE & SPIRITS CO LIQUOR 609-49751-40206 609-49751-40251	09/05/2024 CBUSKEY FREIGHT LIQUOR		335.39 3.64 331.75	335.39	Open	N 09/06/2024
Total Vendor 214 - PHILLIPS WINE & SPIRITS CO				750.31	750.31		
Vendor 458 - QUILL CORPORATION							
40108976 00037248	QUILL CORPORATION SIGN 101-41400-40200	08/17/2024 DMULVIHILL OFFICE SUPPLIES		17.48 17.48	17.48	Open	N 09/16/2024
Total Vendor 458 - QUILL CORPORATION				17.48	17.48		
Vendor 10014 - RED BULL DISTRIBUTION CO INC.							

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Vendor 10014 - RED BULL DISTRIBUTION CO INC.							
2019569082 00037232	RED BULL DISTRIBUTION CO INC. MISC 609-49751-40254	08/30/2024 CBUSKEY MISCELLANEOUS MERCHANDISE		554.80 554.80	554.80	Open	N 09/03/2024
Total Vendor 10014 - RED BULL DISTRIBUTION CO INC.				554.80	554.80		
Vendor 10716 - RETHOS							
202538 00037265	RETHOS GRANT WRITING 101-41910-40318	08/31/2024 DMULVIHILL ECONOMIC DEVELOPMENT		360.00 360.00	360.00	Open	N 09/16/2024
Total Vendor 10716 - RETHOS				360.00	360.00		
Vendor 9925 - RMB ENVIRONMENTAL LABORATORIES, INC							
B014572 00037264	RMB ENVIRONMENTAL LABORATORIES, INC WEEKS 2-4 COOLER 1 602-49490-40313	09/05/2024 DMULVIHILL SAMPLE TESTING		233.04 233.04	233.04	Open	N 09/16/2024
B014601 00037280	RMB ENVIRONMENTAL LABORATORIES, INC ALL WEEKS COOLER 2 602-49490-40313	08/31/2024 DMULVIHILL SAMPLE TESTING		182.88 182.88	182.88	Open	N 09/16/2024
B014701 00037300	RMB ENVIRONMENTAL LABORATORIES, INC 99	09/09/2024 DMULVIHILL		188.10	188.10	Open	N 09/16/2024
B014702 00037321	RMB ENVIRONMENTAL LABORATORIES, INC ALL WEEKS COOLER 2	09/12/2024 DMULVIHILL		182.88	182.88	Open	N 09/16/2024
Total Vendor 9925 - RMB ENVIRONMENTAL LABORATORIES, INC				786.90	786.90		
Vendor 6072 - ROYAL SUPPLY							

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Vendor 6072 - ROYAL SUPPLY							
6774 00037312	ROYAL SUPPLY SUPPLIES	09/10/2024		301.50	301.50	Open	N 09/16/2024
	101-41940-40210	DMULVIHILL		50.25			
	101-42110-40217	OPERATING SUPPLIES		50.25			
	101-43100-40217	OTHER OPERATING SUPPLIES		50.25			
	101-45200-40217	OTHER OPERATING SUPPLIES		50.25			
	601-49440-40217	OTHER OPERATING SUPPLIES		50.25			
	602-49490-40217	OTHER OPERATING SUPPLIES		50.25			
Total Vendor 6072 - ROYAL SUPPLY				301.50	301.50		
Vendor UB-REFUND - SARA MOONEY							
3437 00037285	SARA MOONEY CREDIT REFUND	09/01/2024		67.07	67.07	Open	N 09/16/2024
	601-49440-40444	DMULVIHILL REFUND & REIMBURSEMENT		67.07			
Total Vendor UB-REFUND - SARA MOONEY				67.07	67.07		
Vendor 8827 - SEH							
473580 00037320	SEH CHLORIDE MONITORING	09/11/2024		91.13	91.13	Open	N 09/16/2024
		DMULVIHILL					
Total Vendor 8827 - SEH				91.13	91.13		
Vendor 7455 - SOUTHERN GLAZERS OF MN							
2525213 00037278	SOUTHERN GLAZERS OF MN LIQUOR	09/05/2024		3,909.59	3,909.59	Open	N 09/06/2024
	609-49751-40206	CBUSKEY					
	609-49751-40251	FREIGHT LIQUOR		49.28 3,860.31			
Total Vendor 7455 - SOUTHERN GLAZERS OF MN				3,909.59	3,909.59		
Vendor 9247 - STRYKER SALES CORPORATION							
9207106072 00037314	STRYKER SALES CORPORATION BATTERY	09/04/2024		866.77	866.77	open	N 09/16/2024
		DMULVIHILL					
Total Vendor 9247 - STRYKER SALES CORPORATION							

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

POSTED AND UNPOSTED
OPEN

Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 9247 - STRYKER SALES CORPORATION							
				866.77	866.77		
Vendor UB-REFUND - TERESA SANDERS							
5765							
00037286	TERESA SANDERS CREDIT REFUND 601-49440-40444	09/01/2024 DMULVIHILL REFUND & REIMBURSEMENT		92.36 92.36	92.36	Open	N 09/16/2024
Total Vendor UB-REFUND - TERESA SANDERS				92.36	92.36		
Vendor 863 - THE BERNICK COMPANIES							
10262042							
00037276	THE BERNICK COMPANIES BEER/NA 609-49751-40255 609-49751-40252	09/05/2024 CBUSKEY N/A PRODUCTS BEER		231.60 57.40 174.20	231.60	Open	N 09/06/2024
10262041							
00037277	THE BERNICK COMPANIES THC 609-49751-40257	09/05/2024 CBUSKEY THC		75.00 75.00	75.00	Open	N 09/06/2024
Total Vendor 863 - THE BERNICK COMPANIES				306.60	306.60		
Vendor 9559 - TIMESAVER OFF SITE SEC. INC							
M29460							
00037250	TIMESAVER OFF SITE SEC. INC MEETINGS 101-41400-40311	08/30/2024 DMULVIHILL CONTRACT		413.00 413.00	413.00	Open	N 09/16/2024
Total Vendor 9559 - TIMESAVER OFF SITE SEC. INC				413.00	413.00		
Vendor 10697 - TRIAD PARADIGN, LLC							
2024-05							
00037253	TRIAD PARADIGN, LLC JULY 101-42210-40311	09/04/2024 DMULVIHILL CONTRACT		1,600.00 1,600.00	1,600.00	Open	N 09/16/2024

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4J.

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 10697 - TRIAD PARADIGN, LLC							
2024-06 00037254	TRIAD PARADIGN, LLC AUGUST 101-42210-40311	09/03/2024 DMULVIHILL CONTRACT		4,254.95	4,254.95	Open	N 09/16/2024
Total Vendor 10697 - TRIAD PARADIGN, LLC				5,854.95	5,854.95		
Vendor 10641 - UNION HERALD							
42905 00037295	UNION HERALD PUBLISHING 101-41400-40352	08/31/2024 DMULVIHILL GENERAL PUBLISHING		12.50	12.50	Open	N 09/16/2024
Total Vendor 10641 - UNION HERALD				12.50	12.50		
Vendor 3742 - YALE MECHANICAL							
260626 00037261	YALE MECHANICAL WATER PLANT DEHUMIDIFIER 601-49440-40233	08/31/2024 DMULVIHILL WATER PLANT MAINT		1,577.00	1,577.00	Open	N 09/16/2024
Total Vendor 3742 - YALE MECHANICAL				1,577.00	1,577.00		

# of Invoices:	77	# Due: 77	Totals:	344,848.60	344,848.60
# of Credit Memos:	6	# Due: 6	Totals:	(908.00)	(908.00)
Net of Invoices and Credit Memos:				343,940.60	343,940.60

--- TOTALS BY GL DISTRIBUTIONS ---

101-41110-40310	601.56
101-41110-40344	228.79
101-41110-40360	112.20
101-41400-40160	382.00
101-41400-40200	216.87
101-41400-40310	2,105.46
101-41400-40311	8,793.00
101-41400-40352	12.50
101-41400-40360	1,230.00
101-41400-40441	428.82

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

POSTED AND UNPOSTED

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Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
	101-41410-40360			22.86			
	101-41500-40160			178.00			
	101-41500-40360			613.67			
	101-41550-40311			8,806.26			
	101-41600-40304			130.00			
	101-41600-40360			164.57			
	101-41910-40160			212.00			
	101-41910-40310			300.78			
	101-41910-40318			360.00			
	101-41910-40360			759.30			
	101-41940-40210			50.25			
	101-41940-40360			915.63			
	101-42110-40160			14,092.00			
	101-42110-40217			50.25			
	101-42110-40310			7,369.11			
	101-42110-40321			45.23			
	101-42110-40360			9,856.86			
	101-42110-40437			23.10			
	101-42110-40441			228.82			
	101-42210-40160			3,859.00			
	101-42210-40310			1,353.51			
	101-42210-40311			5,854.95			
	101-42210-40360			2,430.97			
	101-42210-40441			228.82			
	101-42400-40160			106.00			
	101-42400-40310			601.56			
	101-42400-40311			4,566.32			
	101-42400-40352			228.82			
	101-42400-40360			534.44			
	101-43100-40160			2,231.00			
	101-43100-40200			60.50			
	101-43100-40217			50.25			
	101-43100-40310			601.56			
	101-43100-40360			5,569.43			
	101-43100-40441			228.82			
	101-43210-40160			289.00			
	101-43210-40360			185.80			
	101-43210-40439			228.82			
	101-43210-40441			355.00			
	101-45000-40360			4.57			
	101-45200-40160			1,051.00			
	101-45200-40200			60.50			
	101-45200-40217			50.25			
	101-45200-40229			4,750.00			
	101-45200-40310			601.56			
	101-45200-40311			1,170.00			
	101-45200-40360			6,030.51			
	101-45200-40441			228.82			
	101-49200-40360			13.71			

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

POSTED AND UNPOSTED

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Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
	226-45100-40456			38,820.00			
	402-42210-40581			6,100.56			
	601-49440-40160			972.00			
	601-49440-40200			60.50			
	601-49440-40217			50.25			
	601-49440-40233			1,577.00			
	601-49440-40310			601.56			
	601-49440-40321			158.39			
	601-49440-40360			6,690.49			
	601-49440-40401			15.00			
	601-49440-40434			4,527.00			
	601-49440-40441			228.82			
	601-49440-40442			39.15			
	601-49440-40444			467.34			
	602-49490-40160			1,167.00			
	602-49490-40200			60.50			
	602-49490-40217			50.25			
	602-49490-40229			1,650.00			
	602-49490-40310			601.56			
	602-49490-40311			70,449.17			
	602-49490-40313			415.92			
	602-49490-40360			10,062.12			
	602-49490-40401			15.00			
	602-49490-40441			228.82			
	602-49490-40442			39.15			
	609-49750-40160			1,320.00			
	609-49750-40210			332.00			
	609-49750-40228			2,493.59			
	609-49750-40310			300.78			
	609-49750-40360			9,895.87			
	609-49750-40441			228.82			
	609-49751-40206			225.48			
	609-49751-40251			14,088.15			
	609-49751-40252			50,846.08			
	609-49751-40253			2,560.00			
	609-49751-40254			1,021.66			
	609-49751-40255			1,274.40			
	609-49751-40256			8,876.04			
	609-49751-40257			75.00			
--- TOTALS BY FUND ---							
	101 GENERAL FUND			101,815.38	101,815.38		
	226 PARK FUND			38,820.00	38,820.00		
	402 CAPITAL EQUIPMENT FUND			6,100.56	6,100.56		
	601 WATER FUND			15,387.50	15,387.50		
	602 SEWER FUND			84,739.49	84,739.49		
	609 LIQUOR FUND			93,537.87	93,537.87		

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

POSTED AND UNPOSTED

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Agenda Item # 4J.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
--- TOTALS BY DEPT/ACTIVITY ---							
	41110 CITY COUNCIL			942.55	942.55		
	41400 ADMINISTRATION			13,168.65	13,168.65		
	41410 ELECTIONS			22.86	22.86		
	41500 FINANCE			791.67	791.67		
	41550 ASSESSING			8,806.26	8,806.26		
	41600 LEGAL			294.57	294.57		
	41910 COMMUNITY DEVELOPMENT			1,632.08	1,632.08		
	41940 BUILDINGS			965.88	965.88		
	42110 POLICE			31,665.37	31,665.37		
	42210 FIRE			19,827.81	19,827.81		
	42400 BUILDING INSPECTIONS			6,037.14	6,037.14		
	43100 STREETS			8,741.56	8,741.56		
	43210 RECYCLING			1,058.62	1,058.62		
	45000 COMMUNITY CENTER			4.57	4.57		
	45100 RECREATION			38,820.00	38,820.00		
	45200 PARKS			13,942.64	13,942.64		
	49200 UNALLOCATED			13.71	13.71		
	49440 WATER DEPT			15,387.50	15,387.50		
	49490 SEWER DEPT			84,739.49	84,739.49		
	49750 LIQUOR STORE			14,571.06	14,571.06		
	49751 MERCHANDISE PURCHASES			78,966.81	78,966.81		

CHECK REGISTER FOR CITY OF ST. FRANCIS

CHECK DATE 07/01/2024 - 08/31/2024

Agenda Item # 4J.

- CHECK TYPE: EFT

Check Date	Check	Vendor Name	Amount
Bank GNCKG GENERAL CHECKING ACCOUNT			
07/03/2024	3445(E)	EFTPS	25,578.80
07/03/2024	3446(E)	ICMA	290.00
07/03/2024	3447(E)	PERA	26,120.29
07/03/2024	3448(E)	RHS HEALTHCARE SAVINGS	595.71
07/03/2024	3449(E)	STATE	5,652.74
07/03/2024	3450(E)	VOYA	2,015.00
07/16/2024	3451(E)	AZ DEPARTMENT OF ECONOMIC SEC	158.00
07/16/2024	3452(E)	EFTPS	2,199.46
07/16/2024	3453(E)	MN DEPARTMENT OF REVENUE	240.11
07/16/2024	3454(E)	PERA	40.00
07/16/2024	3455(E)	STATE	92.79
07/18/2024	3457(E)	EFTPS	25,102.14
07/18/2024	3458(E)	ICMA	290.00
07/18/2024	3459(E)	PERA	25,794.77
07/18/2024	3460(E)	RHS HEALTHCARE SAVINGS	587.81
07/18/2024	3461(E)	STATE	5,442.94
07/18/2024	3462(E)	VOYA	2,015.00
07/10/2024	3463(E)	ACE SOLID WASTE, INC	1,514.12
07/10/2024	3464(E)	ALERUS	1,830.01
07/10/2024	3465(E)	CINTAS	198.06
07/10/2024	3466(E)	CITY HIVE	94.00
07/10/2024	3467(E)	COLONIAL INSURANCE	506.95
07/10/2024	3468(E)	DELTA DENTAL	1,899.38
07/10/2024	3469(E)	HEALTH PARTNERS	33,902.36
07/10/2024	3470(E)	INVOICE CLOUD	1,157.20
07/10/2024	3471(E)	NEW BENEFITS (FRESH BENIES)	229.77
07/10/2024	3472(E)	SPOT ON-LIQUOR CC	6,025.29
07/10/2024	3473(E)	STAHL CONSTRUCTION	490,420.89
07/10/2024	3474(E)	STAHL CONSTRUCTION	710,491.86
07/10/2024	3475(E)	SUN LIFE FINANCIAL	3,362.17
07/10/2024	3476(E)	VILLAGE BANK	210.77
07/10/2024	3477(E)	WEX CARD	5,643.89
07/10/2024	3478(E)	US BANK CREDIT CARD	14,192.90
07/18/2024	3481(E)	CAYAN	1,113.79
07/18/2024	3482(E)	CONNEXUS ENERGY	24,328.09
07/18/2024	3483(E)	MN DEPT OF REVENUE-SALES TAX	31,837.00
07/18/2024	3484(E)	U S BANK EQUIPMENT FINANCE	944.11
07/31/2024	3485(E)	BOND TRUST SERVICES	629,992.94
07/29/2024	3486(E)	ALERUS	50.00
07/29/2024	3487(E)	CENTERPOINT ENERGY	884.34
08/01/2024	3488(E)	EFTPS	25,773.17
08/01/2024	3489(E)	ICMA	290.00
08/01/2024	3490(E)	PERA	26,926.11
08/01/2024	3491(E)	RHS HEALTHCARE SAVINGS	612.69
08/01/2024	3492(E)	STATE	5,792.94
08/01/2024	3493(E)	VOYA	2,015.00
07/31/2024	3494(E)	VILLAGE BANK	192.05
08/20/2024	3495(E)	AZ DEPARTMENT OF ECONOMIC SEC	158.00
08/20/2024	3496(E)	EFTPS	2,299.86
08/20/2024	3497(E)	MN DEPARTMENT OF REVENUE	333.33
08/20/2024	3498(E)	PERA	40.00
08/20/2024	3499(E)	STATE	108.44
08/12/2024	3500(E)	ACE SOLID WASTE, INC	1,552.35
08/12/2024	3501(E)	CITY HIVE	93.15
08/12/2024	3502(E)	COLONIAL INSURANCE	506.95
08/12/2024	3503(E)	DELTA DENTAL	1,937.80
08/12/2024	3504(E)	HEALTH PARTNERS	34,375.04
08/12/2024	3505(E)	NEW BENEFITS (FRESH BENIES)	229.77
08/12/2024	3506(E)	SPOT ON-LIQUOR CC	6,343.96
08/12/2024	3507(E)	SUN LIFE FINANCIAL	3,650.18
08/12/2024	3508(E)	WEX CARD	5,810.80
08/10/2024	3509(E)	US BANK CREDIT CARD	19,260.75
08/15/2024	3512(E)	EFTPS	25,887.74
08/15/2024	3513(E)	ICMA	290.00
08/15/2024	3514(E)	PERA	26,654.47
08/15/2024	3515(E)	RHS HEALTHCARE SAVINGS	595.65
08/15/2024	3516(E)	STATE	5,716.19
08/15/2024	3517(E)	VOYA	2,015.00
08/15/2024	3518(E)	MN PUBLIC FACILITIES AUTHORIT	1,189,811.86
08/29/2024	3519(E)	EFTPS	26,255.11

CHECK REGISTER FOR CITY OF ST. FRANCIS

CHECK DATE 07/01/2024 - 08/31/2024

Agenda Item # 4J.

- CHECK TYPE: EFT

Check Date	Check	Vendor Name	Amount
Bank GNCKG GENERAL CHECKING ACCOUNT			
08/29/2024	3520(E)	ICMA	290.00
08/29/2024	3521(E)	MN DEPARTMENT OF REVENUE	519.69
08/29/2024	3522(E)	PERA	25,768.21
08/29/2024	3523(E)	RHS HEALTHCARE SAVINGS	567.73
08/29/2024	3524(E)	STATE	5,700.55
08/29/2024	3525(E)	VOYA	2,015.00
08/31/2024	3526(E)	ALERUS	50.00
08/31/2024	3527(E)	CAYAN	1,172.09
08/31/2024	3528(E)	CENTERPOINT ENERGY	849.97
08/31/2024	3529(E)	CINTAS	236.11
08/31/2024	3530(E)	CONNEXUS ENERGY	22,760.48
08/31/2024	3531(E)	ENTERPRISE FLEET MGMT	17,877.27
08/31/2024	3532(E)	INVOICE CLOUD	1,120.65
08/31/2024	3533(E)	MN DEPT OF REVENUE-SALES TAX	34,597.00
08/31/2024	3534(E)	MN DRIVER & VEHICLE SERVICES	215.25
08/31/2024	3535(E)	STAHL CONSTRUCTION	451,050.51
08/31/2024	3536(E)	STAHL CONSTRUCTION	343,675.14
08/31/2024	3537(E)	U S BANK EQUIPMENT FINANCE	939.80
08/31/2024	3538(E)	VILLAGE BANK	166.55
08/31/2024	3539(E)	WARNER STELLIAN	15,863.58

GNCKG TOTALS:

Total of 90 Checks:	4,424,009.39
Less 0 Void Checks:	0.00
Total of 90 Disbursements:	4,424,009.39



**CITY COUNCIL
AGENDA REPORT**

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Interim Ordinance Temporary Prohibiting the Issues of New Licenses to sell Tobacco Products
DATE: September 16, 2024

OVERVIEW:

At the September 3rd Council meeting Council questioned the status of the Tobacco licenses and any current management of the number of the licenses.

If council is interested in having Staff review this topic further, one option is to put an ordinance in place that would allow the City to review common practice in other cities, best practices and options.

The Moratorium can last up to one year, but be released as soon as data is identified and decisions are ready to be made. This does not affect our current businesses, would be a tool to put new business on notice that changes may be in the future.

ACTION TO BE CONSIDERED:

Council to review and consider placing a Moratorium in place for the sale of tobacco products

Attachments:

- Ordinance 333 – SS An Emergency Interim Ordinance Temporarily Prohibiting the Issuance of New Licenses to Sell Tobacco Products in the City

**ORDINANCE NO. 333
SECOND SERIES
CITY OF ST. FRANCIS
ANOKA COUNTY, MINNESOTA**

**AN EMERGENCY INTERIM ORDINANCE TEMPORARILY PROHIBITING
THE ISSUANCE OF NEW LICENSES TO SELL TOBACCO PRODUCTS IN THE CITY**

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. FRANCIS,
MINNESOTA, ORDAINS:

SECTION 1. FINDINGS.

1. The City Council determines there is a need to study its regulations regarding retailers and their sales of tobacco-related products in the community.
2. The City also recognizes a need to update its tobacco regulations to keep pace with recent changes in both federal and state laws, especially in response to new laws regarding cannabis, THC, hemp, and other related cannabinoid products.
3. The City Council is authorized to adopt an interim ordinance “to regulate, restrict, or prohibit any use . . . within the jurisdiction or a portion thereof for a period not to exceed one year from the date it is effective.” Minnesota Statutes, section 462.355, subdivision 4(a).
4. The City Council regulates the sale of tobacco-related products through its program of business licensing in Chapter 6, Section 4 of the existing St. Francis City Code.
5. The Minnesota Supreme Court in *Almquist v. Town of Marshan*, 245 N.W.2d 819 (Minn. 1976) upheld the enactment of a moratorium despite the lack of express statutory authority as being a power inherent in a broad legislative grant of power to municipalities. In most cases, the enactment of business licensing requirements is based on a city’s police powers, which is the broadest grant of power to cities. Inherent in that broad grant of authority is the power to temporarily place a moratorium on a business activity to study and potentially implement licensing regulations on that business activity.
6. In order to protect the planning process and the health, safety, and welfare of the residents while the City conducts a study the sale of tobacco-related products, the City Council determines it is in the best interests of the City to impose a temporary moratorium on the issuance on tobacco licenses to allow the City time to complete its study, determine how such sales and uses should be regulated under the City Code, and to draft and enact such legislative updates as needed.

SECTION 2. INTENT:

The City Council is directing staff to complete an in-depth study of the Official Controls (as defined in Minnesota Statutes § 462.352, Subd. 15) that are applicable within the City related to issuing licenses for the sale of Tobacco Products and also regulated pursuant to Chapter 6, Section 4 of the St. Francis City Code. The City Council is further directing staff to propose such amendments to such Official Controls and City Code license requirements that City staff deems necessary.

It is the intent of this ordinance to allow the City of St. Francis the time needed to complete this in-depth study concerning changes in official controls within the City and in the interim to protect the planning process and the health, safety, and welfare of the citizens of the community.

SECTION 3. TEMPORARY PROHIBITION ON NEW LICENSES:

Pending the completion of the above referenced study and adoption of appropriate official controls, no approval will be granted for any new tobacco licenses issued pursuant to City Code Chapter 6 Section 4, et seq.

Furthermore, ending the completion of the above referenced study and adoption of appropriate official controls, in order to protect the planning process related to the locations of premises where tobacco products may be sold within the City, a moratorium is hereby imposed within the City to prohibit any business, person, or entity from within the jurisdictional boundaries of the City and no approval will be granted to any of the following, as they relate to applications for new tobacco licenses: Changes in official controls; comprehensive municipal plan amendments; plats; subdivisions; conditional use permits; interim use permits; variances; site plan approval; building permits for new buildings and structures; building permits that result in the expansion of the footprint or floor area of an existing building or structure.

SECTION 4. EXEMPTIONS:

This ordinance shall not apply to persons or entities holding a tobacco license that was valid as of September 16, 2024. Such tobacco licenses may be renewed pursuant to standard City process. Specifically, the moratorium imposed by this Ordinance does not apply to the following:

1. Renewal of a tobacco license for a Tobacco License lawfully existing prior to the effective date of this Ordinance; and
2. The continued sale of tobacco products by a business with a valid tobacco license lawfully existing prior to the effective date of this Ordinance.

3. Any completed tobacco license application for a tobacco license submitted to the City on or before the effective date of this Ordinance. Any license or permit application submitted and received prior to the effective date of this Ordinance, but deemed incomplete by the City, shall be returned to the applicant, along with the application fee, and no resubmission of such license or permit application shall be accepted during the moratorium.

SECTION 5. ENFORCEMENT.

The City may enforce this Ordinance by mandamus, injunctive relief, or other appropriate civil remedy in any court of competent jurisdiction. The City Council hereby authorizes the City Administrator, in consultation with the City Attorney, to initiate any legal action deemed necessary to secure compliance with this Ordinance. A violation of this Ordinance is also subject to the City’s general penalty listed in St. Francis City Code § Sec. 1-1-9.

SECTION 6. TERM. Unless earlier rescinded by the City Council, the moratorium established under this Ordinance shall remain in effect until twelve (12) months from its effective date, at which point, it will automatically expire.

SECTION 7. SEVERABILITY. Should any section, subdivision, clause, or other provision of this Ordinance be held to be invalid by any court of competent jurisdiction, such decision shall not affect the validity of the Ordinance as a whole, or of any part thereof, other than the part held to be invalid

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective 24 hours after its adoption and posted in three (3) conspicuous places in the newspaper, or until the Ordinance has been published in the official newspaper.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS ___ DAY OF SEPTEMBER 2024.

APPROVED:

Joseph Muehlbauer
Mayor of St. Francis

ATTEST:

Jennifer Wida
City Clerk



CITY COUNCIL AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Interim Ordinance Prohibiting the Operation of Cannabis Businesses within the City and Establishing a Study Period
DATE: September 16, 2024

OVERVIEW:

At the September 3rd City Council meeting, Staff brought to Council a community issue in which residents are reaching out regarding the placement of a cannabis operation. One of the challenges on this issue is that the city currently does not have any ordinances in place to guide a business prior to their locating the stores.

With a temporary ordinance in place the city will create the permanent ordinance that will support the state licensing guidelines. Once the state receives an application, they are required to reach out to the municipality. The City has already identified expectations from Anoka County and the School District and as part of the work session will work with Council on expectations of any local businesses.

The Moratorium will be lifted on January 1, 2025. Prior to that date, staff has scheduled a work session with council, it will need to go through the Planning Commission and two reading with Council in December.

ACTION TO BE CONSIDERED:

Council to review and consider placing an Interim Ordinance on the Operation of Cannabis Businesses and to schedule a Public Hearing for October 7, 2024.

Attachments:

- Ordinance 334 – SS An Emergency Interim Ordinance Prohibiting the Operation of Cannabis Businesses within the City and Establishing a Study Period Pursuant to State Statutes.

ORDINANCE NO. 334

**SECOND SERIES
ST. FRANCIS, MN
ANOKA COUNTY**

**AN EMERGENCY INTERIM ORDINANCE PROHIBITING THE OPERATION OF
CANNABIS BUSINESSES WITHIN THE CITY AND ESTABLISHING A STUDY
PERIOD PURSUANT TO MINNESOTA STATUTES SECTION 342.13(e)**

Preamble: The Minnesota Legislature enacted 2023 Session Laws, Chapter 63, including Minnesota Statutes Chapter 342, entitled “Regulation of Adult-Use Cannabis”, which became generally effective July 1, 2023, and subsequently enacted 2024 Session Laws, Chapter 121, amending Minnesota Statutes, Chapter 342, (together hereinafter, the “Cannabis Law”), thereby, among many other provisions, regulating the retail sale of cannabis, cannabis products, and certain hemp products, and establishing the Office of Cannabis Management.

The Cannabis Law provides that local units of government: (1) shall register certain cannabis businesses making retail sales to customers or patients; (2) may adopt reasonable restrictions on the time, place, and manner of the operation of cannabis businesses; (3) may prohibit the operation of a cannabis business within 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field; and (4) may by ordinance limit the number of certain licensed cannabis businesses based on the population of the local unit of government.

The Cannabis Law directs the Office of Cannabis Management to work with local units of government to: (1) develop model ordinances for reasonable restrictions on the time, place, and manner of the operation of a cannabis business; (2) develop standardized forms and procedures for the issuance of a retail registration; and (3) develop model policies and procedures for the performance of compliance checks local units of government are required to conduct.

The Cannabis Law authorizes local units of government to adopt an interim ordinance, which may regulate, restrict, or prohibit the operation of a cannabis business within its jurisdiction until January 1, 2025, if the local unit of government is conducting studies or has authorized a study or has held or has scheduled a hearing for the purpose of considering adoption or amendment of reasonable restrictions on the time, place, and manner of the operation of a cannabis business.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. FRANCIS DOES ORDAIN:

SECTION 1. Findings.

1. The City Council of the City of St. Francis (the “City”) finds there is a need to study the adoption of reasonable restrictions on the time, place, and manner of the operation of cannabis businesses in the City, including through zoning ordinances.
2. The City Council further finds that the City must consider future recommendations of the Office of Cannabis Management that are not yet available regarding licensing, registration, and reasonable restrictions to be imposed on cannabis businesses in the City, and the model ordinances and polices to be developed by the Office of Cannabis Management.
3. The City Council finds that this interim ordinance prohibiting the operation of cannabis businesses in the City will ensure that any ordinance changes and adoption of reasonable restrictions on the time, place, and manner of the operation of cannabis businesses will be carefully considered and evaluated while protecting the public health, safety and welfare during the moratorium period defined and established herein.
4. The City Council finds that the City, as a local unit of government, may adopt this interim ordinance only after holding a public hearing prior to final adoption. The City held a public hearing on September 16, 2024, after providing written and posted notice.

SECTION 3. Definitions. For purposes of this Ordinance, the following terms have the meaning given to them in this section:

Cannabis Businesses means any of the businesses as provided under Minn. Stat. § 342.01, subd. 14, as amended by 2024 Session Laws, Chapter 121, Article 2.

Cannabis Law means 2023 Session Laws, Chapter 63, Article 1, enacting Minnesota Statutes, Chapter 342, entitled “Regulation of Adult-Use Cannabis,” Minnesota Statutes, Chapter 342, as enacted, and 2024 Session Laws, Chapter 121, Article 2, entitled “Cannabis Policy,” amending Minnesota Statutes, Chapter 342.

City means the City of St. Francis.

Edible cannabinoid product means any “edible cannabinoid product” as defined under Minn. Stat. § 151.72, subd. 1, and which conforms to all other requirements for retail and consumption of such products under Minn. Stat. § 151.72.

Ordinance means this interim ordinance, which is adopted pursuant to Minn. Stat. § 342.13(e).

SECTION 3. Purpose and Intent. The purpose and intent of this Ordinance is to prohibit the registration and operation of Cannabis Businesses within the City for the purpose of researching, studying, and considering the impacts and potential impacts of the above-referenced

Cannabis Businesses in order to determine the necessary or appropriate reasonable restrictions and/or regulations in City Code on the time, place, and manner of the operation of Cannabis Businesses in the City, as well as to consult with the newly established Office of Cannabis Management on a model ordinance, policies, and standardized forms for the registration of Cannabis Businesses.

SECTION 4. Moratorium Declaration. For the duration stated herein and until the City has studied and adopted any reasonable restrictions and/or regulations in City Code on the time, place, and manner of the operation of Cannabis Businesses, the City shall not register any Cannabis Businesses in the City and no business, person, or entity may operate a Cannabis Business within the City. The City shall not accept, process, or act on any license application or registration request, site plan, building permit, zoning request, or other approval, including any requested confirmation, certification, approval, or other request from the Office of Cannabis Management or other governmental entity requesting City review of any application or proposal for a Cannabis Business.

SECTION 5. Study Authorized. The Council hereby authorizes and directs City staff to study the need for reasonable restrictions and/or regulations in City Code on the time, place, and manner of the operation of Cannabis Businesses that may need to be adopted as authorized under Minn. Stat. § 342.13(e) to protect the public’s health, safety and welfare. The Council hereby directs City staff to study the impacts and effects of the operation of Cannabis Businesses within the City for the purpose of determining the adequacy and effectiveness of current regulations and to study and consider the model ordinances and policies promulgated by the Office of Cannabis Management for possible inclusion in City Code. Upon completion of the study, the Council, together with such boards and commissions as the Council deems appropriate, or as may be required by law or City Code, will consider the advisability of adopting new ordinances or amending its current ordinances, and the Council hereby authorizes and directs City staff to draft such ordinances if determined necessary based on the study of the same for future Council consideration.

SECTION 6. Duration. This Ordinance shall expire, without further City Council action, on January 1, 2025; or it may be repealed earlier if the Council determines that no further study is necessary, that no further action is necessary, and/or any reasonable restrictions and/or regulations in City Code on the time, place, and manner of the operation of Cannabis Businesses within the City have been adopted by the City Council and are effective.

SECTION 7. Violation and Penalty. During the term of this moratorium, it is a violation of this Ordinance for any business, person, or entity to operate a Cannabis Business within the City. A violation of this Ordinance shall be deemed a misdemeanor pursuant to St. Francis City Code Section 1-1-9.

SECTION 8. Enforcement. Any business, person, or entity in violation of this Ordinance shall be subject to any enforcement actions authorized in City Code, including without limitation, criminal prosecution and/or civil penalties and fines. The City may also enforce this Ordinance by mandamus, injunctive relief, or other appropriate civil remedy. A violation of this Ordinance may result in the City reporting the violation to the Office of Cannabis Management if such violation is relevant to Office of Cannabis Management licensing. The City Council hereby authorizes the City Administrator, in consultation with the City Attorney, to initiate any legal action deemed necessary to secure compliance with this Ordinance.

SECTION 9. Exceptions. The moratorium imposed by this Ordinance does not apply to: (1) the continued operation of a business as part of the Medical Cannabis Program administered by the Minnesota Department of Health that was lawfully operating within the City prior to July 1, 2023; (2) the lawful sale of edible cannabinoid products in compliance with Minn. Stat. § 151.72; or (3) sales of edible cannabinoid products at an exclusive liquor store in accordance with Minn. Stat. § 340A.412, subdivision 14. Nothing in this Ordinance exempts a business, person, or entity that is selling edible cannabinoid products from having to comply with all requirements and prohibitions of applicable laws and ordinances.

SECTION 7. Severability. Should any section, subdivision, clause, or other provision of this Ordinance be held to be invalid by any court of competent jurisdiction, such decision shall not affect the validity of the Ordinance as a whole, or of any part thereof, other than the part held to be invalid

SECTION 8. Effective Date. This Ordinance shall become effective 24 hours after its adoption and posted in three (3) conspicuous places in the newspaper, or until the Ordinance has been published in the official newspaper.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 16th DAY OF SEPTEMBER 2024.

APPROVED:

Joseph Muehlbauer
Mayor of St. Francis

ATTEST:

Jennifer Wida
City Clerk