



## CITY COUNCIL REGULAR MEETING

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

Monday, May 06, 2024 at 6:00 PM

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### AGENDA

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **CONSENT AGENDA**
  - A. City Council Minutes - April 15, 2024
  - B. Resignation- Firefighter Ashley Preiss
  - C. Change Orders – City Hall / Fire Station Project
  - D. AC License Agreement-City Hall Fire Station Street Landscape
  - E. Authorization to Purchase Mobile Radio
  - F. Authorization to Purchase Thermal Imagers (3)
  - G. Vista Prairie at Eagle Pointe Site Improvement Agreement
  - H. Accept Resignation– Community Development Director
  - I. Police Department Policy Manual
  - J. Surplus Property & Replacement of Office Duty Handguns
  - K. South Ambassador Watermain Improvements
  - L. Hot Patch Trailer Purchase
  - M. Zero Turn Replacement
  - N. OPUS Utility Billing Contract Renewal
  - O. Rental License Approvals
  - P. St. Francis Lions Club Temporary On-Sale License for Pioneer Days 2024
  - Q. Public Dance License
  - R. Payment of Claims
5. **MEETING OPEN TO THE PUBLIC**
6. **SPECIAL BUSINESS**
7. **PUBLIC HEARING**
  - A. Vista Prairie at Eagle Point Conduit Bond
8. **OLD BUSINESS**
9. **NEW BUSINESS**
  - A. Solar Farm Zoning Ordinance Amendment – First Reading  
*Ordinance 329 Amending the zoning code to allow solar farms in the I-2 District*
  - B. Ordinance Amendment – Chapter 7-3-6 Recreational Motor Vehicles, First Reading  
*Ordinance 330 Amending Chapter 7-3-6 Recreational Motor Vehicles*
  - C. Pioneer Days Donation Request
  - D. Work Session Request
10. **MEETING OPEN TO THE PUBLIC**
11. **REPORTS**
  - A. Public Works Quarterly Report
12. **COUNCIL MEMBER REPORTS**
13. **UPCOMING EVENTS**

May 7 - URRWMO Meeting @ 6:30  
May 9 - Citizen's Academy  
May 9 - Parks Commission Meeting @ 7:00 pm  
May 15 - Planning Commission Meeting @ 7:00 pm  
May 16 - Citizen's Academy  
May 20 - City Council Meeting @ 6:00 pm  
May 27 - City Offices closed for Memorial Day

#### **14. ADJOURNMENT**

CITY OF ST. FRANCIS  
CITY COUNCIL AGENDA

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

April 15, 2024

6:00 p.m.

**1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**

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

**2. ROLL CALL**

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

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

**3. APPROVAL OF AGENDA**

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

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

Nays: None

Motion carries: 4-0

**4. CONSENT AGENDA**

- A. City Council Minutes - April 1, 2024
- B. Police Department Policy Manual
- C. City Coalition Letter Retaining Local Zoning Authority
- D. 2024 Street Sweeping
- E. Dust Control Maintenance
- F. Stahl Construction – Pay Applications No. 7 – Labor & Material
- G. Rental License Approvals
- H. Payment of Claims

Mayor Muehlbauer shared that they will be discussing Item C before approving the Consent Agenda.

Robinson explained that the coalition letter retaining local zoning authority is a letter from the City of Ramsey that is opposing State legislation to restrict zoning abilities of cities. He said the letter's intent is to support solutions instead of mandates from the State. He noted the legislature is pushing for the removal of

zoning controls from cities. He gave an overview of the letter written by the City of Ramsey. He called attention to House file 4009, Senate file 3964, House file 4010, Senate file 3980, House file 1667, and Senate file 1370.

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

Ayes: Kreklow, Udvig, 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. MOU between City of St. Francis and LELS 411 Sergeants

City Administrator Thunstrom reviewed the Staff report in regard to the MOU between the City and the LELS 411 Sergeants.

Kreklow asked why this process has taken so long, as this process started before her time on the Council. Thunstrom explained that LELS has a complicated system and this process takes more time to complete.

Robinson asked with the new rules on leave from the State if any of this is intermingled with these changes. Thunstrom explained that ESST is a State mandate that they are required to honor. She added that they have provided LELS with their personnel policy and how they transitioned all of their sick leave into an ESST policy; however, the LELS attorneys are in the process of reviewing the personnel policies to determine if they are in agreement with it. She said they are waiting for the final decision on this so there may be one more housekeeping item that will come back forward to the Council.

Robinson asked if they foresee the union also asking for these requests. Thunstrom said the unions have opportunities to expand on the minimum benefits.

MOTION BY: KREKLOW SECOND: ROBINSON TO APPROVE THE UPDATE TO THE COLLECTIVE BARGAINING AGREEMENT AS PROPOSED.

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

Nays: None

Motion carries: 4-0

**B. Support for Federal Appropriations**

**Resolution 2024-13 Supporting a request for Federal appropriations**

Thunstrom reviewed the Staff report concerning the City's request for Federal appropriations. She shared their two requests for this year are the area from Cree to Ambassador and Ambassador to 241st.

Mayor Muehlbauer thanked Staff for their hard work on this.

MOTION BY: UDVIG SECOND: KREKLOW TO ADOPT RESOLUTION 2024-13 SUPPORTING A REQUEST FOR FEDERAL APPROPRIATIONS.

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

Nays: None

Motion carries: 4-0

**C. Serenity at Seelye Brook Final Plat**

**Resolution 2024-14 Approving the final plat for the Serenity at Seelye Brook Subdivision**

City Planner Richmond reviewed the Staff report in regard to the final plat for the Serenity at Seelye Brook development.

Robinson thanked Staff for their work on this. He added that he is glad to see this happening.

MOTION BY: ROBINSON SECOND: UDVIG TO ADOPT RESOLUTION 2024-14 APPROVING THE FINAL PLAT FOR SERENITY AT SEELYE BROOK SUBDIVISION WITH CONDITIONS AND FINDING OF FACT AS PRESENTED BY STAFF.

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

Nays: None

Motion carries: 4-0

**10. MEETING OPEN TO THE PUBLIC - NONE**

**11. REPORTS**

**A. Police Department First Quarter Report**

Police Chief Schwieger reviewed the Police Department report for the first quarter of 2024. He shared they started off the year by adding a new Police Officer to the department who appears to be doing very well in his field training. He shared there were 1,617 crime reports for the quarter, including 627 traffic stops. He added that 103 citations were issued during the quarter, with 23 incidents being turned over to the department investigator. He shared that officers and Staff complete 143 hours of training during the quarter. He added that the spring and summer are busy times for community partnership events, including Winning with Cops, the Citizen's

Academy, and the Bike Rodeo. He said Staff is doing a very good job and staying busy with training and outreach events. He added that he is very fortunate to have the staff that he has.

The Council shared their appreciation for the hard work of the Police Department and their wonderful relationships they have with the community.

Robinson shared that he has heard that the FBI is reporting crime to be down on a national level. He asked if these statistics are true or if there are factors that are skewing these results. Schwieger said that the FBI's data collection is likely very accurate. He said this can vary from city to city; however, the FBI is likely the most trustable source when it comes to national data on crimes.

Mayor Muehlbauer asked about the turnout for the Citizen's Academy. Schwieger said they had 7 participants at the most recent event which was a good turnout.

#### B. Fire Department Monthly Report - March

Fire Chief Schmidt reviewed the Fire Department monthly report for the month of March. He shared the frustrations with the implementation of the new records management system and changes in programming. He shared there was a decrease in the response times for the month to an average of eight minutes and 29 seconds. He noted this decrease could be related to having Station #2 open with Bethel on the east side of town. He shared there were 55 calls for service, with an average number of firefighters responding to each call of 5.8. He noted that the spring has been relatively dry this far which contributed to an increase in fire calls for the month. He reviewed the variance usage and noted that there were three ambulance response times that were over 20 minutes. He shared that there was a call where the ambulance response time was nearly 40 minutes. He added that there were 17 fire inspections for the month with 14 initial inspections and three re-inspections.

Kreklow asked about the ambulance call that was nearly 40 minutes and why this happened. Schmidt explained that there are a number of issues that contributed to this response time, including a worker shortage. He added that they have initiated quarterly meetings with the Medical Director at Allina to address these concerns. He shared that they are experiencing an overflow of patients at the hospital which is causing a backup with ambulances as well. He explained that as reimbursement rates drop for hospitals there is a lot of movement of hospitals between hospitals. He said there were 7,000 transfers last year between Mercy Hospital and Unity Hospital. He noted that the legislature is discussing the problems that are happening with EMS across the State. He said they are not sure if there is a perfect solution for this; however, it is promising that the legislature is finally listening to these concerns with EMS and will hopefully position them for a better future.

Robinson asked if there had been any recruitment of new firefighters from Bethel. Schmidt said they have had some inquiries and have sent two in for screening. He

shared they are staffed at 10 firefighters for this station. He added that they have made significant strides to make the Bethel station operate as it should. He said they have had great cooperation with the City of Bethel and he is encouraged that this is moving in the right direction.

Robinson asked if they are still comfortable in the temporary facility on the Public Works campus or if there are any issues they are facing. Schmidt said they had a small issue a few weeks ago where the heat failed. He noted that Public Works has been great at helping them coordinate any needs they have in the facility.

Robinson asked if there has been any progress on getting outside help for the frequent users of medical responses. Schmidt said this was a topic of discussion when they met with the Medical Director at Allina. He explained that there are a lot of different avenues where they can explore resources for those who are struggling within the community. He shared they have focused on education and connection where they have the ability to do so. He noted that they need third parties, like the County or the hospitals, to partner with them in this. He added that he sees this to be a growing problem.

Mayor Muehlbauer asked how this year has been going with Nowthen. Schmidt said they are continuing to try to generate some traction with Nowthen. He added that they met with the State Fire Marshall's Office which helped reaffirm the direction that Nowthen desires to go. He shared he hopes to see some progress as Nowthen works towards their independence for the time being.

Mayor Muehlbauer added that the hybrid City Hall and Fire Department employee has been helping out with getting more inspections done. Schmidt added that this employee has been very overwhelmed with the new records management system as he has taken the lead on this, which has been a tremendous help.

Robinson asked when Schmidt foresees Nowthen becoming independent and no longer needing the City's help. Schmidt said that part of the agreement with Nowthen for this year outlined what the year would look like. He noted that Nowthen has been overwhelmed in other parts of the city at times and their Fire Department was not getting the attention that it needed to move the progress forward for the year with what they had outlined. He shared that the goal was to have the Nowthen Fire Department functioning on their own by the end of the third quarter of 2024. He said he is unsure of whether or not they will be able to meet this goal; however, it is still the goal for right now.

Robinson asked if there is a plan B for if Nowthen is not ready to be fully independent by the third quarter of this year. Schmidt said that they have many backup plans if this happens. He noted that their intention is never to leave anyone in a vulnerable position. He said that Nowthen has the goals clearly outlined to them.

The Council thanked Schmidt and the Fire Department for all of their hard work.

## **12. COUNCIL MEMBER REPORTS**

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

Robinson thanked Thunstrom and the rest of Staff for all the work they have been doing for the new City Hall Fire Station.

Udvig shared the Miss St. Francis Ambassadors will have an informational meeting tomorrow, April 16 at 7:00 p.m. at Beef 'O' Brady's.

Mayor Muehlbauer thanked Staff for all of their constant hard work.

## **13. UPCOMING EVENTS**

April 17 - Planning Commission Meeting - 7:00 pm

April 18 - Citizens Academy - 6:00 - 8:30 pm

April 25 - Citizens Academy - 6:00 - 8:30 pm

April 27 - Spring Recycling Event - 8:00 am - 12:00 pm

May 02 - Citizens Academy - 6:00 - 8:30 pm

May 04 - Free Dog License Day - 9:00 am - 12:00 pm

May 06 - City Council Meeting - 6:00 pm

## **14. ADJOURNMENT**

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

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

Nays: None

Motion carries: 4-0

There being no further business, Mayor Muehlbauer adjourned the regular City Council at 6:40 p.m.

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Jennifer Wida, City Clerk





## CITY COUNCIL AGENDA REPORT

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**TO:** Kate Thunstrom- City Administrator  
**FROM:** Dave Schmidt- Fire Chief  
**SUBJECT:** Resignation- Firefighter Ashley Preiss  
**DATE:** May 6, 2024

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**OVERVIEW:**

Firefighter Ashley Preiss has submitted a letter of resignation from the St. Francis Fire Department. Firefighter Preiss has served the city since 3/15/2021. Firefighter Preiss was recently accepted in to a nursing program.

**ACTION TO BE CONSIDERED:**

Accept the resignation of Firefighter Ashley Preiss, effective 4/26/2024.

**BUDGET IMPLICATION:**

None

Attachments:

- Resignation letter

Ashley D. Preiss  
23146 Flintwood St NW  
Saint Francis, MN 55070

12 April 2024

Fire Chief David Schmidt  
St. Francis Fire Department  
23340 Cree St NW  
Saint Francis, MN 55070

Dear Chief Schmidt,

Please accept this letter as a formal notice of my resignation from my position as a firefighter with the St. Francis Fire Department.

My last working day will be April 26th, 2024. It is my intention to continue to respond to calls during this two week timeframe.

I would like to use this opportunity to thank you for the mentorship and support you have provided me while working at the St. Francis Fire Department. I wish you and the organization continued success.

Respectfully,

Ashley Preiss



CITY COUNCIL  
AGENDA REPORT

**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** Change Orders – City Hall / Fire Station Project  
**DATE:** May 6, 2024

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

**Project 4020-10 Material** - PCO#012 PR10, Mechanical and Electrical

**Project 4020 Labor** - PCO#013 PR10, Mechanical and Electrical

The following changes are due to:

- HVAC and air exchange changes within the storm shelter. The design had five opening and it has been brought down to two.
- Staff change of air drops to electrical in apparatus bay
- Roof storm pipe, the practical application was a conflict with the precast

Breakdown of changes identified on Brunton proposal request attached.

**Project 4020 Labor –** PCO#14 Permit Cost

The estimated permit cost within the Contract for the building permit was higher than the final amount providing a credit to the project of **(\$27,006.44)**

**Total cost change to project of \$5,117.77**

Total project change orders to date, including the above total \$71,352.45

**ACTION TO BE CONSIDERED:**

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

Attachments:

- PCO#012 (Material)           \$16,183.23
- PCO#013 (Labor)           \$15,940.98
- PCO#14 (Labor)           (\$27,006.44)

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 #012: PR 10 Mechanical and Electrical (Material)

<b>TO:</b>	St. Francis, MN (City of) 23340 Cree Street NW St. Francis, Minnesota 55070	<b>FROM:</b>	Stahl Construction Company 861 E. Hennepin Avenue, Suite 200 Minneapolis, Minnesota 55414
<b>PCO NUMBER/REVISION:</b>	012 / 0	<b>CONTRACT:</b>	4020-10 - St. Francis City Hall & Fire Station-Material
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Ryan Byrne (Stahl Construction Company)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	4/11/2024
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$16,183.23

**POTENTIAL CHANGE ORDER TITLE:** PR 10 Mechanical and Electrical (Material)

**CHANGE REASON:** Design Development

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*  
CE #023 - PR 10 Architectural Mechanical and Electrical Changes

**ATTACHMENTS:**

[PR-10-St.-Francis-Cover.pdf](#) , [\\_AJ Moore Material.pdf](#) , [\\_Falcon Material.pdf](#) , [\\_Sentra Sota Material.pdf](#) , [\\_AJ Moore Material Backup Update.pdf](#)

#	Budget Code	Description	Amount
1	26-0000-__-S Electrical / Low Voltage.SUBCONTRACT	PR10 Material	\$7,035.00
2	22-0000-__-S Plumbing.SUBCONTRACT	PR10 Material	\$1,820.00
3	23-0000-__-S HVAC.SUBCONTRACT	PR10 Material	\$7,168.00
<b>Subtotal:</b>			<b>\$16,023.00</b>
Fee (1.00% Applies to all line item types.):			\$160.23
<b>Grand Total:</b>			<b>\$16,183.23</b>

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

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 #013: PR 10 Mechanical and Electrical Changes (Labor)

<b>TO:</b>	St. Francis, MN (City of) 23340 Cree Street NW St. Francis, Minnesota 55070	<b>FROM:</b>	Stahl Construction Company 861 E. Hennepin Avenue, Suite 200 Minneapolis, Minnesota 55414
<b>PCO NUMBER/REVISION:</b>	013 / 0	<b>CONTRACT:</b>	4020 - - St. Francis City Hall & Fire Station
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Ryan Byrne (Stahl Construction Company)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	4/11/2024
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$15,940.98

**POTENTIAL CHANGE ORDER TITLE:** PR 10 Mechanical and Electrical Changes (Labor)

**CHANGE REASON:** Design Development

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

CE #027 - PR 10 Architectural Mechanical and Electrical Changes

ATTN Project Managers:

- Please review the attached PR and associated changes.
- Stahl will issue formal RFQ's (Request for Quotes) to all contractors who we believe will be affected by these changes.
- Please reach out if you do not receive an RFQ but the changes associated with this PR will have cost or schedule impacts to your scope of work. Stahl will ensure an RFQ is sent to you as well.

Thank you.

**ATTACHMENTS:**

[PR-10 St. Francis Cover.pdf](#) , [\\_AJ Moore Labor Backup.pdf](#) , [\\_AJ Moore Labor.pdf](#) , [\\_Falcon Labor.pdf](#) , [\\_Sentra Sota Labor.pdf](#)

#	Budget Code	Description	Amount
1	26-0000-__-.S DEMO.Electrical/Low Voltage.SUBCONTRACT	PR10 Update	\$5,956.89
2	22-0000-__-.S Plumbing.SUBCONTRACT	PR10 Update	\$3,352.00
3	23-0000-__-.S DEMO.HVAC.SUBCONTRACT	PR10 Update	\$5,873.00
<b>Subtotal:</b>			<b>\$15,181.89</b>
GC Fee 5% (5.00% Applies to all line item types.):			\$759.09
<b>Grand Total:</b>			<b>\$15,940.98</b>

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

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SIGNATURE DATE

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SIGNATURE DATE



MANKATO  
225 BELGRADE AVE  
NORTH MANKATO, MN 56003

MINNEAPOLIS  
1040 SIXTH ST SOUTH  
HOPKINS, MN 55343

**PROPOSAL REQUEST 10 (PR-10)**

**ISSUE DATE:** 3-13-2024

**PROJECT NAME:** St. Francis Fire & City Hall

**PROJECT NUMBER:** 22455-1

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

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

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

**DESCRIPTION**

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

**CHANGES TO ARCHITECTURAL DOCUMENTS**

- A. Sheet A4-11 Enlarged Plans and Interior Elevations
  - 1. Revise framing in Restrooms 223, 224 as indicated to allow for correct ADA transfer shower clearances.
  - 2. Mirror fiberglass shower inserts with associated accessories in Restrooms 138A, 144A, 213, 223 and 224 to provide correct ADA transfer shower clearances
- B. Sheet A4-14 Interior Elevations
  - 1. Add note for sealant at PLAM head on Corridor 120 elevation 1/A4-14
- C. Sheet A4-22 Interior Details



1. Modify details 1, 2, 7, 8, 9, and 10 to properly illustrate ½" gyp. sheathing behind PLAM finish.

**CHANGES TO MECHANICAL DOCUMENTS**

A. Sheet M2-11

1. Revise R/A Duct routing and sizes from RTU-04 serving CORRIDOR 126, MENS LOCKER ROOM 138, WOMENS LOCKER ROOM 144, and RADIO 151. Return duct serving these rooms is to go up to 2<sup>nd</sup> floor in DIRTY 141 as shown.
2. Omit 18/18 R/A duct from RR 144A/WOMENS LOCKER ROOM 144. Omit 22/18 fire damper. Omit R-3 in TOOL/STORAGE 132.
3. Revise 22/18 R/A duct and associated fire damper in TOOL/STORAGE 132 to be 22/12. R/A duct to end with 22/12 fire damper upon entry into TOOL/STORAGE 132 as shown.
4. Revise R/A duct sizes and routing for ductwork located in SCBA/LAUNDRY 147 and AIR COMPRESSOR 147B as shown.
5. Revise 10/10 E/A duct routing serving RR 130/RR 131 to be routed around TOOL/STORAGE 132 through CORRIDOR 126 as shown instead of through storm shelter.
6. Add 6" E/A round duct/fire damper routed through protected storm shelter opening serving E-1 grille in RR 131 as shown.
7. Revise location of VAV-19 and associated S/A ductwork to route through protected storm shelter opening as shown. Revise S/A ductwork from VAV-19 as shown. Revise 12/10 fire damper to be 8" round.
8. Omit S-1 diffuser and associated ductwork in CORRIDOR 126.
9. Add new single deflection R/A grille R-6 in new chase wall in TOOL/STORAGE 132 and opposite side of chase in CORRIDOR 126 as shown. Grilles to be installed with bottom at 10" AFF. Add fire damper on back side of R-6 located in rated wall, sized to fit 20/16 opening. 20/16 shall be the opening dimension, not nominal duct dimension.
10. Add Roof Penetration Housings, LLC CYCLONE wall shroud protection fastened to precast wall on the interior of the storm shelter. CYCLONE dimensions shall be interior dimensions of 24" wide by 16" deep by 20" tall. The CYCLONE shroud shall be installed with the bottom of the shroud 8" AFF. The faces of the shroud facing the floor and CORRIDOR 126 shall be open for airflow.
11. Add Roof Penetration Housings, LLC CYCLONE wall shroud protection fastened to precast wall on the interior of the storm shelter. CYCLONE dimensions shall be interior dimensions



PH: 507.386.7996 FAX: 507.386.7992

bruntonarchitects.com

of 36" wide by 16" deep by 18" tall. The CYCLONE shroud shall be installed with the top of the shroud 10" below the roof structure. The faces of the shroud facing the ceiling and AIR COMPRESSOR 147B shall be open for duct routing.

- B. Sheet M2-12
  - 1. Add 20/12 R/A Duct as shown from RTU-04 routing to shower chase in RR 224 as shown.
  - 2. Shift VAV-31 and associated ductwork as shown to allow routing of downspout piping in soffit.
  - 3. Revise R/A duct routing serving TRAINING ROOM 209 to be routed above OFFICE 206/OFFICE 207 with individual 14" runouts to (2) R-5 as shown to allow routing of downspout piping.
- C. Sheet M3-11
  - 1. Riser diagram included for reference. Refer to Sheets M2-11 and M2-12 narratives.
- D. Sheet M6-11
  - 1. Add R-6 to GRILLES, REGISTERS AND DIFFUSERS SCHEDULE.
- E. Sheet P2-12
  - 1. Shift piping associated with L-2 in RR 223 6" to match shifted wall location.
  - 2. Extend ½" SCW and ½" HW piping to SH-1 in RR 213 to change control wall as shown.
  - 3. Revise SD piping routing above OFFICE 206, OFFICE 207, TRAINING ROOM 209, and STORAGE 215 as shown.
  - 4. Revise location of (1) CA piping drop to HR-2 as shown.
  - 5. Omit (4) HR-2 and associated CA piping on the plan South half of APPARATUS BAY 148.
- F. Sheet P3-31
  - 1. Riser diagram included for reference. Refer to Sheet P2-12 narrative.
- G. Sheet P4-11
  - 1. Enlarged plans included for reference. Refer to Sheet P2-12 narrative.

**CHANGES TO ELECTRICAL DRAWINGS**

- A. Sheet E1-20 – FIRST FLOOR PLAN – LIGHTING
  - 1. In reference to Hose Tower 145, provide wet location listed 3-way switch in lieu of dimmer (previously added per PR-09).
- B. Sheet E1-21 – FIRST FLOOR PLAN – POWER & SIGNAL
  - 1. In reference to Apparatus Bay 148, East row cord reels (CR), addition of (1) cord reel/receptacle on South end. Removed (1) cord reel from circuit and added to new cord reel circuit.



PH: 507.386.7996 FAX: 507.386.7992

bruntonarchitects.com

2. In reference to Large Meeting 113, add additional floorbox with power receptacle and AV outlet contents. Change previously shown floorbox to be power receptacle and data only. Arch/Owner to advise specific locations relative to meeting room table size/location.
  3. In reference to Apparatus Bay 148, addition of (4) cord reel/receptacles on West side. See drawings.
- C. Sheet E1-22 – SECOND FLOOR PLAN – LIGHTING
1. In reference to Hose Tower 245, move 3-way dimmer switch to outside of room in Corridor 214 (previously changed per PR-09).
- D. Sheet E1-41 – ELECTRICAL SCHEDULES AND DETAILS
1. In reference Panelboard L3 schedule, previously spare circuit breakers 66 ,67, and 68 utilized to serve new cord reel circuits.

**END OF PROPOSAL REQUEST 10 (PR-10)**



PH: 507.386.7996 FAX: 507.386.7992

[bruntonarchitects.com](http://bruntonarchitects.com)



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 #014: CE #030 Permitting True Up

<b>TO:</b>	St. Francis, MN (City of) 23340 Cree Street NW St. Francis, Minnesota 55070	<b>FROM:</b>	Stahl Construction Company 861 E. Hennepin Avenue, Suite 200 Minneapolis, Minnesota 55414
<b>PCO NUMBER/REVISION:</b>	014 / 0	<b>CONTRACT:</b>	4020- - St. Francis City Hall & Fire Station
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Ryan Byrne (Stahl Construction Company)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	4/24/2024
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	(\$27,006.44)

POTENTIAL CHANGE ORDER TITLE: CE #030 Permitting True Up

CHANGE REASON: Allowance

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

CE #030 - Permitting True Up  
 Credit the unused portion of the building permit allowance

ATTACHMENTS:

#	Budget Code	Description	Amount
1	70-8013-__-.M Allowance for Building Permit.MATERIAL	Balance remaining on building permit allowance	\$(27,006.44)
<b>Subtotal:</b>			<b>\$(27,006.44)</b>
GC Fee 5% (0.00% Applies to all line item types.):			\$0.00
<b>Grand Total:</b>			<b>\$(27,006.44)</b>

Ginnie Schneider (Brunton Architects & Engineers, Inc.)

St. Francis, MN (City of)

Stahl Construction Company

23340 Cree Street NW  
 St. Francis, Minnesota 55070

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

DocuSigned by:

*Virginia Schneider*

4/24/2024 | 4:21 PM CDT

\_\_\_\_\_  
 SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE



**CITY COUNCIL  
AGENDA REPORT**

---

**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** AC License Agreement-City Hall Fire Station Street Landscape  
**DATE:** May 6, 2024

---

**OVERVIEW:**

Anoka County has requested the following license agreement be put into place to address the landscaping along Bridge Street and Ambassador Blvd at the new City Hall Fire Station site. As the city is looking to improve the landscaping around the building it was our intent to manage it. Anoka County is requiring that the maintenance of the improvement be addressed in a formal agreement, attached.

**ACTION TO BE CONSIDERED:**

Council requested to review and approve the Anoka County License Agreement

Attachments:

- License Agreement

**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT is made and entered into by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as the “Licensor,” and the City of St. Francis, a Minnesota municipal corporation, 3750 Bridge Street NW (previously 23340 Cree Street NW), in St. Francis, Minnesota 55070, hereinafter referred to as the “Licensee.”

WHEREAS, the Licensor owns right-of-way located along Bridge Street NW east of Ambassador Boulevard in the city of St. Francis, as depicted in Exhibit A, which is attached hereto and incorporated herein (“County Property”); and

WHEREAS, Licensee desires to place a number of trees and plantings on the County Property, which trees, shrubs, and plantings are more particularly described and shown in Exhibits B and B1, which are attached hereto and incorporated herein (“Improvements”); and

WHEREAS, Licensee has requested and the Licensor has agreed to permit the Improvements on the County Property pursuant terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties agree as follows:

**I. GRANT OF LICENSE**

The Licensor hereby grants to Licensee a license to install, maintain, replace, and repair the Improvements on the County Property at the locations depicted in Exhibits A and B.

**II. LIMITATIONS OF LICENSE**

Licensor grants this License for the sole purpose of allowing the existence of the Improvements on the County Property and Licensee’s right to install, maintain, and replace said Improvements on the County Property as provided herein. Licensee’s placement of the Improvements will be in the approximate location along the south boulevard area of Bridge Street between Ambassador Blvd. and Woodbine St., as depicted in Exhibit A. Licensor must ensure that the Improvements do not obstruct or impair traffic sightlines at the intersection, as determined by Licensor.

III. MAINTENANCE AND PAYMENT OF COSTS

The Licensee shall be solely responsible for and pay for all costs associated with the installation, short and long-term maintenance, replacement and/or removal of the Improvements on the County Property. After the installation of the Improvements, the Licensee shall restore the topographic grade of the County Property to the grade elevation that existed prior to said installation.

IV. REMOVAL OF IMPROVEMENTS

At such time as the County Property may need to be used to construct improvements to Bridge Street NW, or if the County Property is needed for any other public purpose, and upon not less than 90 days' written request of the Licensor, Licensee shall at its sole cost, remove the Improvements, including any irrigation, and restore the County Property to the condition it was in prior to the grant of this License. Licensee acknowledges that no costs or damages may be assessed against Licensor for the loss of the Improvements being placed on the County Property.

V. INDEMNIFICATION

Subject to the liability limits set forth in Minn. Stat. Chapter 466, the Licensee agrees to and shall hold harmless the Licensor, its commissioners, officers, agents, and employees from any and all liability and claims (including attorneys' fees), related to or resulting from the use of County Property for the purposes permitted herein.

VI. COMPLIANCE WITH LAWS

Licensee agrees to comply with all applicable federal, state and local law ordinances, or any rules, regulations or standards of any agency of such governmental entity, which are applicable to the use of the County Property as provided for herein.

VII. ENTIRE AGREEMENT

It is understood and agreed by the parties that the entire agreement of the parties is contained herein and that this License Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the County and Owners relating to the subject matter hereof.

VII. COUNTERPARTS

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

IN WITNESS WHEREOF, the parties hereto have set their hands on the date so indicated.

**COUNTY OF ANOKA**

**CITY OF ST. FRANCIS**

By: \_\_\_\_\_  
Dee Guthman  
Interim Anoka County Administrator

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Joseph J. MacPherson, County Engineer  
Chief Officer, Transportation Division

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM**

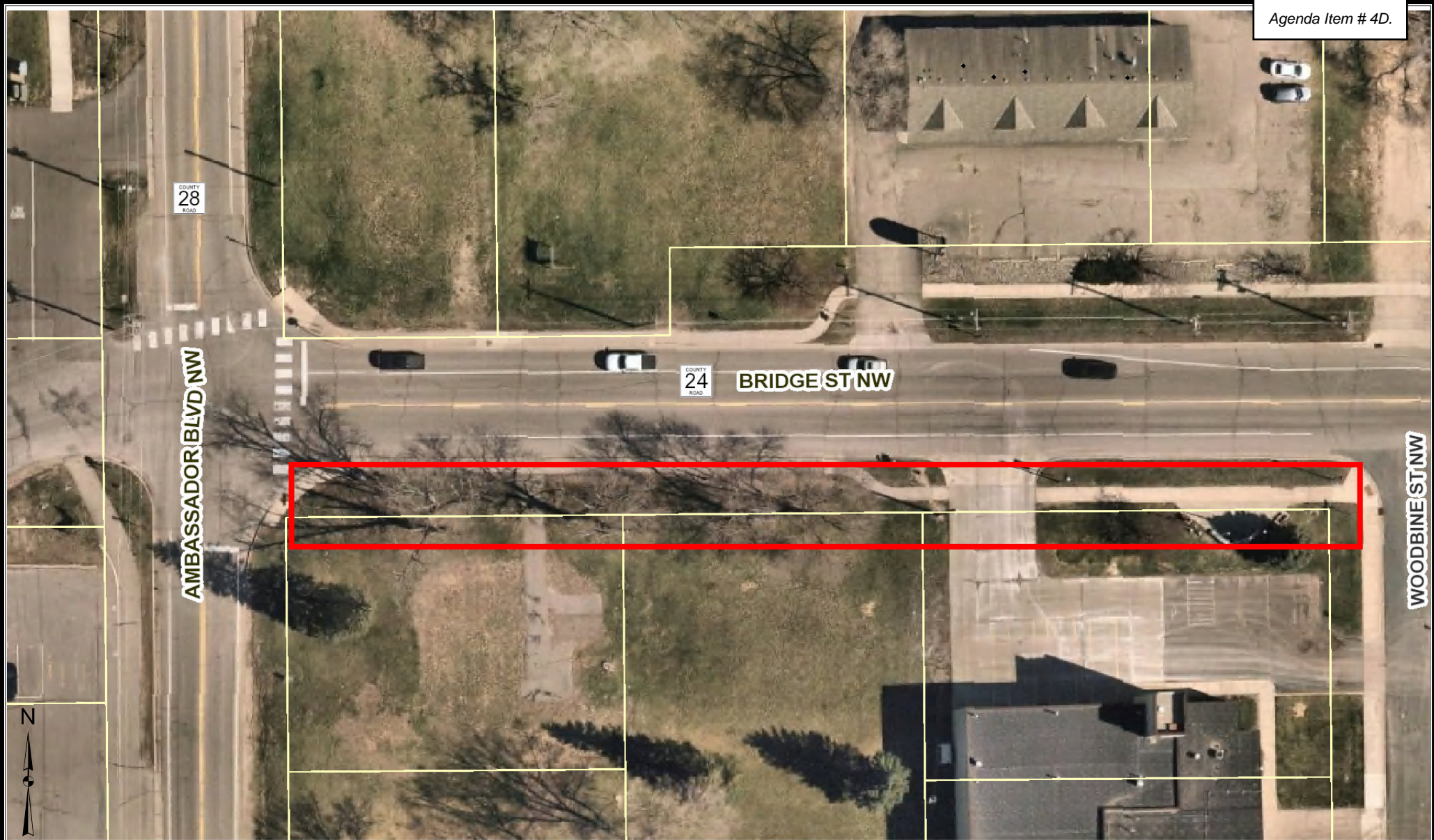
By: \_\_\_\_\_  
Christine Carney  
Assistant County Attorney

Dated: \_\_\_\_\_



# EXHIBIT A

Agenda Item # 4D.

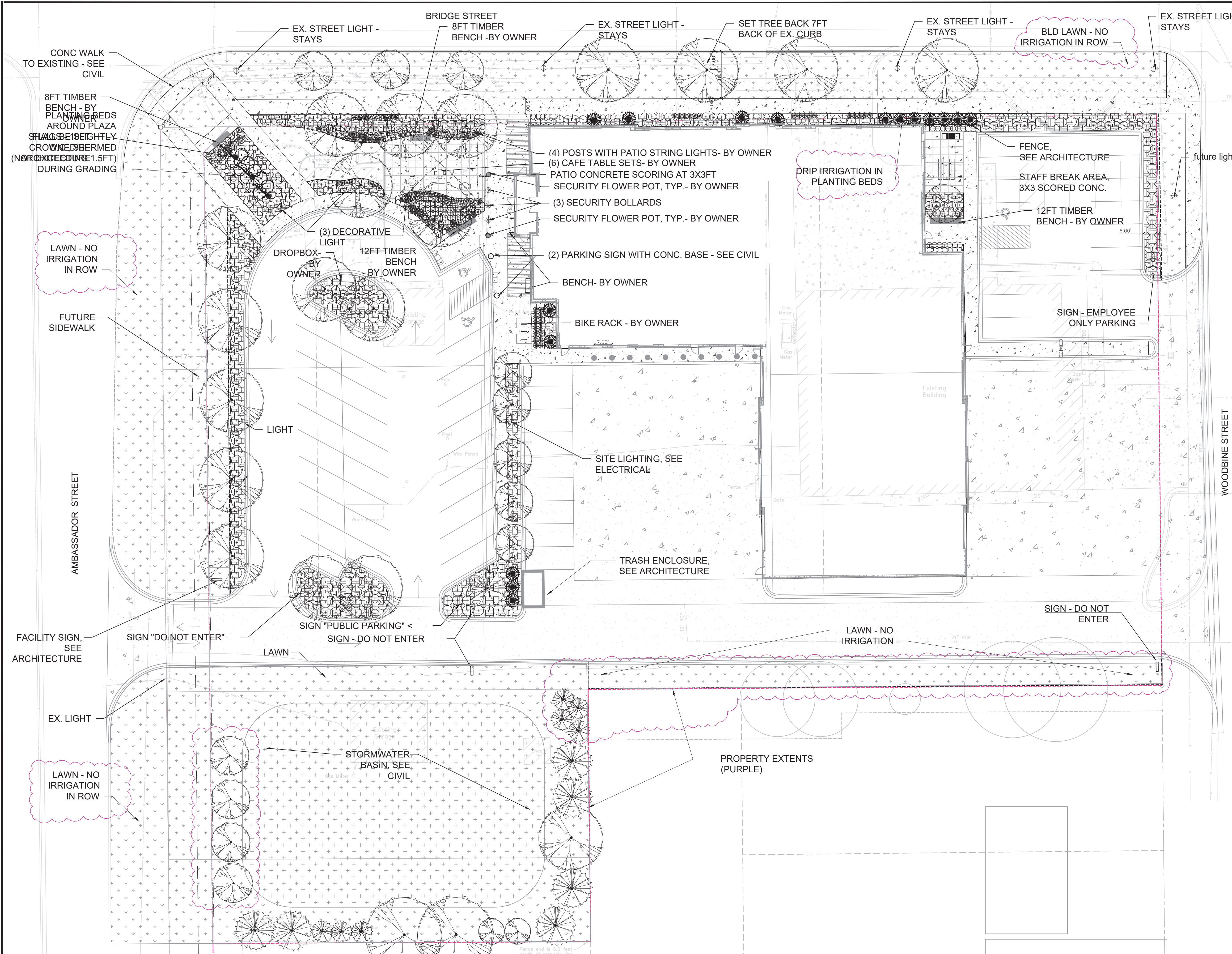


**Parcel Information:**

Approx. Acres:  
Plat:  
Commissioner:

**Owner Information:**



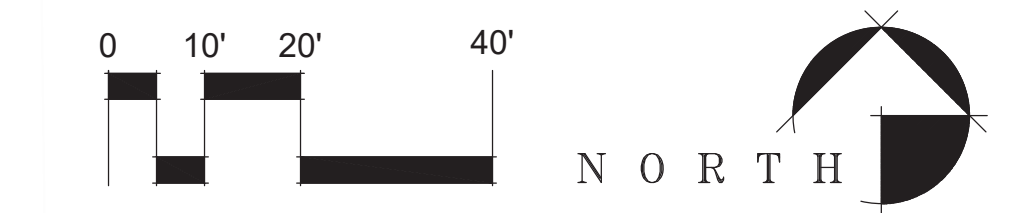


- LANDSCAPE NOTES:**
- REFER TO CIVIL FOR EROSION CONTROL TOPSOIL SALVAGE AND GRADING.
  - REFER TO CIVIL FOR CURB, UTILITY, AND STORM WATER INFORMATION.
  - REFER TO ARCHITECTURE FOR BUILDING INFORMATION.
  - SEE SPECIFICATION SECTIONS LAWNS AND GRASSES AND EXTERIOR PLANTS FOR TOPSOIL AND PLANTING SOIL REQUIREMENTS. MASS MULCH AT ALL PLANTING BEDS.
  - SHREDDED HARDWOOD MULCH RINGS AROUND ALL TREES IN LAWN OR SEEDED AREAS.
  - LANDSCAPE EDGER WHERE PLANTING BED MEETS LAWN.
  - STAKE ALL TREE LOCATIONS AND PLANTING BED EDGES AND VERIFY LAYOUT IN FIELD FOR LANDSCAPE ARCHITECT APPROVAL PRIOR TO BRINGING PLANT MATERIAL TO SITE.
  - IRRIGATION: ALL LAWN, SEEDING AND PLANTING BEDS TO RECEIVE IRRIGATION EXCEPT AS NOTED ON PLAN. CONTRACTOR RESPONSIBLE FOR ANY REQUIRED OVERHEAD WATERING NECESSARY DURING ESTABLISHMENT PERIOD.
  - IRRIGATION DESIGN: REFER TO SPECIFICATIONS FOR INFORMATION.

**PLAN KEY**

- CONCRETE WALK
- PLANTING BEDS (SEE EXTERIOR PLANTS SPEC. SECTION)
- STORM BASIN SEED MIX (SEE SEEDING SPEC. SECTION)
- LAWN AREAS (SEE SEEDING SPEC. SECTION)
- BIKE RACK - BY OWNER
- TIMBER BENCH - BY OWNER
- BACKED BENCH - BY OWNER
- CAFE TABLE - BY OWNER
- SECURITY FLOWER POT - BY OWNER
- AREA LIGHT, SEE ELECTRICAL
- SECURITY BOLLARD, SEE ELECTRICAL
- GFCI, SEE ELECTRICAL
- SHADE TREE
- ORNAMENTAL TREE
- EVERGREEN TREE

**LANDSCAPE SHEET INDEX:**  
 L101 LANDSCAPE PLAN (WALKS AND SITE FURNISHINGS)  
 L201 - L204 PLANTING PLANS  
 L401 PLANTING DETAILS



Date	Description/Revision	By
6.15.23	BID SET	AJB
3.15.24	PR 11 - REVISED PLANTING/IRR	AJB

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed Landscape Architect under the laws of the State of Minnesota.

*Paul Paige*  
 Paul Paige, LA

23594 Registration No.      06.15.2023 Date

**HKGI** Landscape Architecture / Planning / Urban Design  
 Minneapolis, Minnesota  
 www.hkgi.com

Client: **City of Saint Francis, Minnesota**

Project: **ST. FRANCIS CITY HALL AND FIRE STATION**  
 3750 BRIDGE STREET NW  
 ST. FRANCIS, MN 55070

Sheet Title: **LANDSCAPE PLAN**

SHEET **L101**

## Memorandum



---

**To:** Brandon Ulvenes, Design Engineer, Anoka County Highway Department  
**From:** Amy Bower, HKGI  
**Subject:** St. Francis City Hall Fire Station Landscaping in County ROW  
**Date:** March 28, 2024

---

Brandon,

HKGI has reviewed the county ACHD Landscaping / Streetscape Guidelines and prepared the attached revised landscaping plan for the City Hall/Fire Station facility that is currently under construction. The following comments pertain to the proposed ROW improvements along the new facility:

- » Project has no streetscape/landscaping in Ambassador ROW (just restored turf) – no irrigation
- » Project has minimal landscaping in Bridge Street ROW – building is set behind ROW and the area between the sidewalk and building is landscaped with low shrubs and perennials. This strip is about 5ft behind the sidewalk at the west end tapering to zero at the east end. This planting bed will have drip irrigation and be maintained by City. This planting bed is desired to meet St. Francis goals for a pleasant downtown and for ease of maintenance at building foundation.
- » The Bridge Street boulevard ROW will be restored to turf with no irrigation (same as previous project conditions)
- » 7 new boulevard trees are proposed to be installed in Bridge Street boulevard and be maintained by the City– no automatic irrigation is planned in this boulevard.
- » A sightline analysis for Bridge Street concluded no sight obstructions with proposed tree locations.
- » The City will be responsible for maintenance of the streetscape/landscaping within the ROW. Please send over a landscape agreement for the City to complete.

**Attached:** Landscape plans dated: 3.15.24. Intersection Sight Line Analysis dated March 27, 2024

A handwritten signature in black ink that reads 'Amy Bower' in a cursive, flowing script.

**Amy Bower, PLA**  
Landscape Architect



# CITY COUNCIL AGENDA REPORT

---

**TO:** Kate Thunstrom- City Administrator  
**FROM:** Dave Schmidt- Fire Chief  
**SUBJECT:** Authorization to Purchase Mobile Radio  
**DATE:** 05-06-2024

---

**OVERVIEW:**

The fire department is requesting authorization to purchase a mobile radio out of our Capital Funds for radio replacement. The quote received for this replacement is for \$6,100.56 (quote attached) and is off of the state contract for radio purchasing. The current balance available for radios in the Capital Plan is \$30,000.00

**ACTION TO BE CONSIDERED:**

Authorize the fire department to purchase a mobile radio in the amount of \$6,100.56 from Motorola Solutions.

**BUDGET IMPLICATION:**

Capital plan

Attachments:

DATE: 4/20/2024

CUSTOMER: Mr. Cory DeMuth/Ms. Kelli Rogers  
Anoka County

Sales: Dean R. Daninger  
Phone: 612.363.1134 Email: [dean.daninger@ancom.org](mailto:dean.daninger@ancom.org)

CONTACT: Mr. Cory DeMuth/Ms. Kelli Rogers  
PHONE: (763) 324-4756/(763) 324-4766

**2022 MN State Contract Pricing 209493**  
**St. Francis FD**

Quantity	Description	List	Discount	Contract	Extended
<b>Motorola APX6500 Digital Remote Mount Mobile Radio</b>					
1	M25URS9PW1BN APX6500 700/800 MID POWER MOBILE	\$ 3,383.12	28%	\$ 2,435.76	\$ 2,435.76
1	G67 ADD: REMOTE MOUNT	\$ 327.00	28%	\$ 235.44	\$ 235.44
1	GA01670AA ADD: APX 05e CONTROL HEAD	\$ 717.00	28%	\$ 516.24	\$ 516.24
1	G78 ENH: 3 YEAR ESSENTIAL SERVICES	\$ 288.00	0%	\$ 288.00	\$ 288.00
1	G444 ADD: CONTROL HEAD SOFTWARE	\$ -		\$ -	\$ -
1	G806 ENH: ASTRO DIGITAL CAI OPERATION	\$ 567.00	28%	\$ 408.24	\$ 408.24
1	G51 ENH: SMARTZONE OPERATION	\$ 1,320.00	28%	\$ 950.40	\$ 950.40
1	G361 ADD: P25 TRUCKING SOFTWARE	\$ 330.00	28%	\$ 237.60	\$ 237.60
1	W22 ADD: PALM MICROPHONE	\$ 79.00	28%	\$ 56.88	\$ 56.88
1	W484 ALT: ANTENNA 3DB GAIN 762-870MHZ	\$ 42.00	28%	\$ 30.24	\$ 30.24
1	B18 ADD: AUXILARY SPEAKER 7.5 WATT	\$ 66.00	28%	\$ 47.52	\$ 47.52
1	W969 ENH: MULTIPLE KEY ENCRYPTION OPERATION	\$ 363.00	28%	\$ 261.36	\$ 261.36
1	G851 ENH: AES DES/DES-XL/DES-OFB ENCRYPTION	\$ 879.00	28%	\$ 632.88	\$ 632.88
1					
				<b>Total</b>	<b>\$ 6,100.56</b>

**Purchase order is made out to:** Motorola Solutions  
13104 Collections Ctr Drive  
Chicago, IL 60693

**Please include on the purchase order:** Payment per State contract.  
State Bid Contract Number: 209493 Net 30 days

**Email copy of Purchase order to:** [dean.daninger@ancom.org](mailto:dean.daninger@ancom.org)



## CITY COUNCIL AGENDA REPORT

---

**TO:** Kate Thunstrom- City Administrator  
**FROM:** Dave Schmidt- Fire Chief  
**SUBJECT:** Authorization to Purchase Thermal Imagers (3)  
**DATE:** May 6, 2024

---

### **OVERVIEW:**

The fire department is requesting authorization to purchase 3 Thermal Imagers out of our Capital Funds for Thermal Imager replacement. The low quote received for this replacement is for \$8,397.45 (quotes attached) through Jefferson Fire and Safety. The current balance available for Thermal Imagers in the Capital Plan is \$10,000.00, The Thermal Imagers will be placed at Station 1 and 2 and the Duty Officer squad.

### **ACTION TO BE CONSIDERED:**

Authorize the fire department to purchase Thermal Imagers in the amount of \$8,397.45 from Jefferson Fire and Safety.

### **BUDGET IMPLICATION:**

Capital plan

Attachments:

- Quotes



**MACQUEEN™**

MacQueen  
350 Austin Circle  
Delafield, WI 53018  
(262) 646-5911  
Fax: (262) 646-5912

Agenda Item # 4F.

**Ship To:** ST. FRANCIS FIRE DEPT.  
ATTN: CARL JOHNSON  
23340 CREE ST NW  
ST. FRANCIS, MN 55070

**Invoice To:** ST. FRANCIS FIRE DEPARTMENT  
ATTN: JOE LAWRENCE  
23340 CREE ST NW  
ST. FRANCIS MN 55070

Attention: CARL JOHNSON

Branch 16 - DELAFIELD, WI		
Date 04/24/2024	Time 13:53:22 (O)	Page 1
Account No STFRA002	Phone No 7637532334	Est No 01 021299
Ship Via	Purchase Order QUOTE	
Tax ID No		
		Salesperson 275 / 349

ESTIMATE EXPIRY DATE: 05/24/2024

**PARTS ESTIMATE - NOT AN INVOICE**

<u>Part#</u>	<u>Description</u>	<u>U</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
10218424.FDIC.23.HOT	MSA EV6000 PLUS		3	8500.00	25500.00
	MSA EV6000 PLUS TIC				
	W/ LASER RANGE FINDER COMPLETE				
	W/ TRUCK KIT, 2 LITH-ION				
	BATTERIES, LANYARD, TRUCK				
	CHARGER- 3YR WARRANTY				
	FDIC DEMO UNIT				

Subtotal: 25500.00

Tax: .00

TOTAL: 25500.00

Authorization: \_\_\_\_\_

# Quote



Jefferson Fire and Safety, Inc.  
7620 Donna Drive  
Middleton, WI, 53562  
Phone: 608-836-0068  
Web: www.jeffersonfire.com

Order No: 216500  
Order Date: 4/1/2024  
Due Date: 4/1/2024  
Salesperson: Tim Gerrits  
Customer ID: 05207

BILL TO:	SHIP TO:
St. Francis Fire Dept (MN) St Francis Fire Dept C/O City of St Francis Attn Accounts Payable 23340 Cree St NW St. Francis MN 55070	St. Francis Fire Dept (MN) 3740 Bridge St NW St. Francis MN 55070

CUSTOMER P.O. NO.	TERMS	CONTACT
	Net 20 Days	Carl Johnson
FOB POINT	SHIPPING TERMS	SHIP VIA
		UPS

ITEM	ITEM DESCRIPTION	QTY.	UNIT PRICE	EXT PRICE
FLI 72203-0411	Flir K33 Thermal Imaging Camera Kit	3.00	2,799.15	8,397.45

Signature \_\_\_\_\_ Date \_\_\_\_\_

All returns must be received within 30 days of delivery and may be subject to a 25% restocking fee. Custom orders cannot be returned.  
Visit our website for complete details: [www.jeffersonfire.com](http://www.jeffersonfire.com)

\*\*\* Credit card payments will incur a 3% processing fee \*\*\*

<b>Sales Total:</b>	8,397.45
<b>Freight:</b>	0.00
<b>Tax Total:</b>	0.00
<b>Total (USD):</b>	8,397.45





**CITY COUNCIL  
AGENDA REPORT**

---

**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** Vista Prairie at Eagle Pointe Site Improvement Agreement  
**DATE:** May 6, 2024

---

**OVERVIEW:**

As part of any development, the following Site Improvement Agreement needs to be completed. With this project specifically, there is an additional Turnaround agreement with the City to address our ability to turn a plow truck around on the end of Aztec St.

Documents have been reviewed by legal.

**ACTION TO BE CONSIDERED:**

Council to review and approve the Site Improvement Performance Agreement and Turnaround Easement Agreement.

Attachments:

- Site Improvement Performance Agreement
- Turnaround Easement Agreement

**SITE IMPROVEMENT PERFORMANCE AGREEMENT  
Between the City of St. Francis  
And  
Vista Prairie at Eagle Pointe, LLC**

**THIS AGREEMENT**, entered into this \_\_\_ day of May, 2024 by and between the CITY OF ST. FRANCIS, a Minnesota municipal corporation (“CITY”) and VISTA PRAIRIE AT EAGLE POINTE, LLC, a Minnesota limited liability company under the laws of the State of Minnesota (“DEVELOPER”).

**RECITALS**

**WHEREAS**, DEVELOPER has proposed construction of Senior housing to be constructed on the following described property;

PID 32-34-24-23-0001 according to Plat on file and of record at the Office of the County Recorder, Anoka County, Minnesota; and

**WHEREAS**, DEVELOPER is the fee owner the parcel of land described as PIN 32-34-2423-0001 (the Subject Property) which lot measures approximately 17.93 acres; and

**WHEREAS**, the lot is subject to Planned Unit Development (PUD) plans adopted by the City Council on April 18, 2022; and

**WHEREAS**, the building and improvements on PIN 32-34-24-23-0001 shall be constructed, maintained and operated in accordance with the approved PUD plans; and

**NOW THEREFORE**, in consideration of the promises and mutual promises hereinafter contained, it is agreed between the parties as follows:

1. **Development Plans.** The Senior housing shall be developed on the Subject Property in accordance with the Site Development plans as referenced in Exhibit A dated December 1, 2022 and on file and of record at City and Construction Plans for Ambassador Boulevard Improvements as referenced in Exhibit B dated May 13, 2022 herein fully incorporated herein by reference and the conditions stated below (hereinafter the “Development Plans”). If the

Development Plans vary from the written terms of this Agreement, the Building Development Plans shall control.

2. **Right to Proceed.** Unless a written exemption is provided by the City to Developer, within the Property, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this Contract has been fully executed by both parties and filed with the City Clerk; 2) the Developer has submitted a title insurance policy to the City establishing that good and marketable title to the Property is in the name of the Developer; 3) Developer has obtained all necessary permits from all federal, state and local governmental entities; 4) Developer has submitted to City the Insurance Binder required herein; and 5) the City's administrator or community development director has issued a letter that conditions 1 through 4 herein have been satisfied and that the Developer shall proceed.
  
3. **Private Improvements.** The Developer agrees that it shall cause to be constructed and installed certain private improvements ("Private Improvements") on the Subject Property. All Private Improvements are to be installed at Developer's sole cost and expense pursuant to this Agreement and the private improvements to the Subject Property shall include those improvements shown on the Development Plans.

Developer shall construct such Private Improvements in accordance with all applicable building codes, ordinances and City standards and the Development Plans furnished to the City and approved by the City Engineer. The Developer shall obtain all necessary permits before construction of the Building. City shall provide adequate field inspection personnel to assure acceptable quality control, which will allow certification of the construction work.

Within thirty (30) days after the completion of Building and before any security is released, the Developer shall supply the City with a complete set of reproducible "as built" plans which shall be provided in electronic AutoCAD files to the City Engineer. The cost of preparing these plans shall be paid for by the Developer.

4. **Easement Agreement Regarding Public Access to Private Property.** The Developer and City acknowledge that a portion of the Development Plans will require public access for turnaround purposes. The Developer hereby approves an easement on and over the Developer's Property for the City for the purposes of turning around equipment subject to the terms of the Easement Agreement executed between the City and the Developer as listed in Exhibit C.

5. **Grading, Landscaping and Drainage.** The Developer shall be responsible for grading, landscaping and storm water management on the Subject Property as more fully set forth in this Agreement.

A. Landscaping. Developer shall maintain the sod and landscape of boulevard areas adjacent to the Subject Property as shown in the Development Plans through at least one growing season and to the satisfaction of City. The long-term maintenance of sod and landscaping of boulevard areas shall be the responsibility of Developer. Further, Developer shall be responsible for mowing, elimination of weeds and removal of any garbage or debris on the Subject Property.

B. Developer shall comply with the approved Landscaping Plan and conditions of the approved Site Development plans.

C. Erosion Control. The erosion control plan for the Subject Property within the Development Plans has been reviewed and approved by City and shall be implemented by Developer prior to grading of the Subject Property. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after completion of work in that area. If Developer does not comply with the erosion control plan and schedule or any erosion control requirements, City may, with reasonable notice, take action as it deems appropriate in accordance with all applicable laws, ordinances or regulations or according to this Agreement. The erosion control measures specified in the Plans shall be binding on the Developer and its successors and assigns.

D. Grading Plan. Grading of the Subject Property shall be in accordance with the approved Grading Plan as provided in the Development Plans.

6. **Hours of Construction; Noise and Dust Control.** The Developer shall limit grading and construction of Improvements within the Subject Property to between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday and 8:00 a.m. and 5:00 p.m. on Saturday. All other construction activities shall take place only during the hours permitted by the City Code. The Developer shall provide dust control to the satisfaction of the City Engineer/staff through all construction within the Property and shall exercise due diligence with regard to the activities of third parties not under the Developer's control.

7. **Pre-Construction Activity.** Developer shall schedule a pre-construction meeting with City to review the proposed schedule for grading and construction of the building and related improvements as set forth on the Development Plans, and to coordinate the schedule with the City Engineer.

8. **Ownership of Improvements.**

A. **Water System.**

- a. Initial Construction. The Developer agrees to construct the internal private water system in accordance with the approved Plans and in compliance with all City and State requirements, including the City Engineer’s Association of Minnesota (CEAM) standards specifications and the Minnesota Department of Health (MDH) regulations. The City Engineer shall make periodic site visits during construction to ensure the work complies with all applicable specifications and no connections shall be allowed until satisfactory completion of all final tests and inspections. The Developer shall also provide “as constructed” plans prior to the City allowing connections to the water system.
  
- b. Maintenance of the water system Improvements. The Developer and its successor or assigns as fee owner of the Property shall be responsible for maintaining the water system and for observing all applicable laws and regulations. The Developer shall annually flush the water system at a date and time as determined by the Public Works Director. The cost of all inspections and maintenance shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property.
  
- c. Permanent Access and Maintenance Easement. The Developer or its successors or assigns grants the City, its agents and Contractor(s) the right to enter the Property to inspect and maintain the water system as set forth in this agreement.
  
- d. City’s Maintenance Rights. The City may maintain the water system, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the water system in accordance with applicable laws and regulations and such failure continues for 30 days after the City gives the Developer written notice of such failure. The City's notice shall specifically state which maintenance tasks are to be performed. If Developer does not complete the maintenance tasks within 30 days after such notice is given by the City, the City shall have the right to enter upon the property to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all staff time, engineering and legal and other costs and expenses incurred by the City. If the Developer or its assigns fails to reimburse the City for its costs and expenses in maintaining the water system within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property. The Developer, on behalf of itself and its successor and assigns, acknowledges that the maintenance work performed by the City regarding the water system benefits the lots in the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes Chapter 429. Notwithstanding the

foregoing, in the event to an emergency, as determined by the Public Works Director, the 30-day notice requirement to the Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Developer, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

**B. Storm Water Drainage.**

- a. Initial Construction. The Developer agrees to construct the private storm water drainage facilities for the project, including the infiltration basins/storm water ponds and storm water pipes and conveyances, in accordance with the approved Plans and in compliance with all City and stated requirements regarding such Improvements.
  
- b. Maintenance of the Storm Water Improvements. The Developer and its successor or assigns as fee owner of the Property shall be responsible for maintaining the Storm Water Improvements and for observing all drainage laws governing the operation and maintenance of the Storm Water Improvements. The Developer shall complete inspections of the Storm Water Improvements at least once annually and shall keep record of all inspections and maintenance activities, and submit such records to the City upon request. Maintenance activities shall include but will not be limited to: street sweeping (to prevent the sediment from clogging the infiltration basins), removal of sediment from the storm sewer sumps, cleaning of storm sewer lines, vegetation management within the infiltration basins, and removal of sediment and/or debris in the infiltration basins. The Developer acknowledges that the storm water improvements associated with this project includes infiltration basins for storm water treatment and volume control. If at any time the infiltrating ability of the basin(s) diminishes or is significantly reduced the Developer will reconstruct the infiltration basins as necessary. The cost of all inspections and maintenance shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property.
  
- c. Permanent Access and Maintenance Easement. The Developer or its successors or assigns grants the City, its agents and Contractor(s) the right to enter the Property to inspect and maintain the Storm Water Improvements as set forth in this agreement.
  
- d. City's Maintenance Rights. The City may maintain the Storm Water Improvements, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the Storm Water Improvements in accordance with applicable drainage laws and other requirements and such failure continues for 30 days after the City gives the Developer written notice of such failure. The City's notice shall

specifically state which maintenance tasks are to be performed. If Developer does not complete the maintenance tasks within 30 days after such notice is given by the City, the City shall have the right to enter upon the property to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all staff time, engineering and legal and other costs and expenses incurred by the City. If the Developer or its assigns fails to reimburse the City for its costs and expenses in maintaining the Storm Water Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property. The Developer, on behalf of itself and its successor and assigns, acknowledges that the maintenance work performed by the City regarding the Storm Water Improvements benefits the lots in the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes Chapter 429. Notwithstanding the foregoing, in the event to an emergency, as determined by the City Engineer, the 30-day notice requirement to the Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Developer, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

9. **Permanent Access and Maintenance Easement.** The Developer or its successors or assigns grants the City, its agents and Contractor(s) the right to enter the Property to inspect and maintain the Storm water Improvements as set forth in this agreement.
10. **Clean Up.** Developer shall promptly clean any and all dirt and debris from streets resulting from construction work by Developer, its agents or assigns during the work and construction required by this Agreement.
11. **Administrative Fee.** Not applicable.
12. **Park and Trail Dedication.** Park and Trail dedication requirements for this project are \$2,500.
13. **Storm Water Fees, and Storm Water Basin.** No Storm Water Fees are applicable to the Subject Property. Developer shall manage the storm water on the site in accordance with the Development Plans.
14. **Sewer Availability Charges.** The Sewer Availability Charges for the Subject Property are as follows: 17.93 acres x \$4,150/acre = \$74,409.50
15. **Sewer Connection Fees.** Sanitary sewer connection fees are paid at the time of issuance of a building permit. The sewer connection fees shall be

determined at the time that building plans are submitted and reviewed by CITY.

- 16. **Water Availability Charges.** The Water Availability Charges for the Subject Property are as follows: 17.93 acres x \$2,956/acre = \$53,001.08
- 17. **Water Connection Fees.** Water connection fees are paid at the time of issuance of a building permit. The water connection charges shall be determined at the time that building plans are submitted and reviewed by CITY.
- 18. **Street and Traffic Control Sign Fees.** Not applicable. The Developer shall install all internal traffic control signs.
- 19. **City Engineering, Engineering Administration, Construction Observation, and Legal Fee Escrow and City Fees.**

Developer shall pay escrow for the City’s engineering, engineering administration and construction observation services of following execution of this agreement, in the estimated amount set forth below. City engineering administration will include consultation with Developer and its engineer on status or problems regarding the Project, monitoring during the warranty period, general administration and processing of requests for reduction in security. Fees for this service shall be the actual amount billed for those service. Developer shall pay for construction observation performed by the City Engineer. Construction observation shall include part or full time observation, as determined by the City Engineer, and will be billed at hourly rates actually required for said inspection. In the event of prolonged construction or unusual problems, City will notify Developer of anticipated cost overruns for engineering administration and observation services.

The Escrow and Fee account shall include estimated escrow for City Engineering, Engineering Administration and Construction Observation limited to the Municipal Improvements, as follows:

**ESCROW**

City Construction Administration and Observation Escrow \$15,000.00  
(actual billings to be paid)

**FEES**

Park and Trail Dedication	\$2,500.00
Sewer Availability Charge	\$74,409.50
Water Availability Charge	\$53,001.08



**TOTAL** **\$144,910.58**

These Escrow and Fee amounts shall be submitted to City prior to City executing this Agreement. Any Escrow amounts not utilized for legal and engineering charges incurred by the City under this Agreement shall be returned to Developer when all improvements have been completed, all financial obligations to City satisfied, and all required “as-built” plans have been received by City.

Engineering, planning and legal fees incurred prior to the execution of this Agreement shall be deducted from escrow already submitted with the PUD application or charged against the escrow herein established.

All other amounts listed as one-time fees are non-refundable and available immediately for City use when posted.

- 20. **Security.** To ensure compliance with the terms of this Agreement, and construction of all Municipal Improvements, Developer shall furnish City with a cash escrow or Irrevocable Standby Letter of Credit in the amount of \$710,375 said amount calculated as follows:

Erosion Control and Stormwater Improvements	\$225,000
Final Landscaping	\$347,750
Turn Lane	\$137,625
<b>TOTAL SECURITY (x 125%)</b>	<b>\$710,375</b>

The issuer and form of the security (other than cash escrow) shall be subject to City approval, which approval shall not be unreasonably withheld. The security shall be issued by a banking institution in good standing as determined by City and approved by the City Administrator. City shall have the ability to draw on the Security by overnight courier delivery to the bank or branch bank issuing the Letter of Credit. The City in the acceptance of cash will deposit the funds into a market interest earning account in which gains shall be paid back to the project at the time of final draw.

City may draw down the security for any violation of the terms of this Agreement, or upon receiving notice of the pending expiration of the security. It shall be the responsibility of Developer to inform City at least thirty (30) days prior to expiration of the security of the impending expiration and the status of the Project relative to the security and this Agreement. If, for whatever reason,

the security lapses prior to complete compliance with this Agreement (other than during any warranty period), Developer shall immediately provide City with either an extension of the security or an irrevocable letter of credit of the same amount upon notification of the expiration. If the required improvements are not completed at least thirty (30) days prior to the expiration of the security, City may also draw down the security.

City may draw down the security for any violation of the terms of this Agreement (after any reasonable notice to Developer and cure periods). If the security is drawn down, the proceeds shall be used to cure any default. City will, upon making determination of final costs to cure any default, refund to the Developer any monies which City has in its possession which are in excess of the security needed.

Upon receipt of proof satisfactory to City that work has been completed and financial obligations to City have been satisfied, the security will be reduced from time to time down to the amount of warranty security as set forth in paragraph 22 of this Agreement.

The security shall not be reduced below ten percent (10%) of the posted security until all improvements have been completed, all financial obligations to City satisfied (which includes posting of warranty security), and required “as built” plans have been received by City. The intent of this Agreement that City shall have access to sufficient security, either security or warranty security, to complete the Project and insure warranty on all public improvements.

The security amount shall be submitted to City prior to execution of the Agreement.

- 21. **Warranty.** Developer warrants all work required to be performed by it against poor material and faulty workmanship for a period of two (2) years after its completion and acceptance by City. The amount of posted security for public improvements to be posted by Developer shall be in the amount of \$71,037.50. The amount has been determined by the City Engineer and is based upon 10% of the initial security amount.
  
- 22. **Restrictions.** The following restrictions apply to the Subject Property and all lots thereon shall be held, sold, and conveyed subject to the following conditions and restrictions, which are for the purpose of protecting the value and desirability of the Plat and insuring all conditions imposed by City in this Agreement are properly recorded against the Final Plat. Said conditions shall run with the real property and be binding upon all parties having a right, title or interest in the Subject Property or any part thereof, their heirs, executors, representatives, successors and assigns:

- A. Developer shall comply with all other terms and conditions of the approved PUD plans.
- 23. **Permits.** To the extent required, the Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, including but not limited to the following:
  - A. City of St. Francis Building Permits
  - B. NPDES Permit from the MPCA
- 24. **Developer's Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, after written notice thereof and expiration of the cure period, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City (in which event no notice is necessary), is first given notice of the work in default, not less than five (5) days in advance. This Contract is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part upon the Property to recover the costs thereof. For this purpose, the Developer expressly waives any procedural and substantive objections to the special assessments, if any, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the property.
- 25. **Insurance.** The Developer agrees to take out and maintain or cause to be taken out and maintained until immediately after the City accepts the Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Limits for bodily injury and death shall be no less than \$2,000,000.00 for each occurrence; limits for property damage shall be no less than \$1,000,000.00 for each occurrence; or a combination single limit policy of \$2,000,000.00 or more. The City shall be named as an additional insured on the policy. The Developer shall provide the City with an insurance binder evidencing the required coverage prior to the City signing this Agreement. The insurance binder shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance.
- 26. **Maintenance of the Property.** The Developer shall be responsible for all mowing, controlling weeds and general maintenance within the Property. The Developer shall not leave, deposit or bury any cut trees, timber, debris, earth, rocks, stones, soil, junk, rubbish or any other waste materials on the Property. The Developer shall not be required to post a separate escrow to secure this obligation. The City shall provide the Developer with written notice and, except for emergencies, shall allow the Developer thirty (30) days to correct

or take such other action as is necessary to perform the required maintenance or removal of waste material within the Property. Nothing herein shall obligate the City to perform maintenance or waste removal work within the Property but the City at its sole discretion, shall have the right to do so.

- 27. **Compliance with Laws and City Approvals.** The Developer agrees to comply with all laws, ordinances and regulations of Minnesota and the City applicable to the Development Plans. The Developer agrees to complete the Property in compliance with all City approvals. This Agreement shall be construed according to the laws of Minnesota. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits and certificates of occupancy, following the passing of applicable notice of cure provisions.
  
- 28. **Agreement Runs with the Land.** This Agreement shall run with the land and shall be recorded against the title to the Property. The Developer covenants with the City, its successors and assigns that the Developer has fee title to all the Property and that there are no unrecorded interests against the Property. The Developer hereby agrees to indemnify and hold the City harmless for any breach of the foregoing covenants.
  
- 29. **Indemnification.** The Developer hereby agrees to indemnify and hold the City and its officials, employees, contractors and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from approval of the Development Plans. The Developer hereby agrees to indemnify and hold the City and its officials, employees, contractors and agents harmless for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees, except matters involving acts of gross negligence by the City.
  
- 30. **Responsibility for Costs.**
  - A. Except costs for Developer's Internal Improvements, Developer shall pay all costs incurred by it or City in conjunction with the development of the PUD Plans and the building, including, but not limited to legal, planning, engineering, and inspection expenses in connection with the development and said Building.
  
  - B. Developer shall hold City and its officers, employees and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from Developer's acts or failures to act in connection with development of the Subject Property by Developer. Developer shall indemnify City and its officers, employees and agents for all costs, damages or expenses which City may pay or incur in consequence of such claims, including attorney's fees.

- C. Developer shall reimburse City for costs incurred in the enforcement of this Agreement, including engineering fees, planning fees, attorney’s fees, and costs and disbursements. City shall reimburse Developer for costs incurred in the enforcement of this Agreement, including engineering fees, attorney’s fees, and costs and disbursements.
  
- D. Developer shall pay in full all bills submitted to it by City for obligations incurred under this Agreement and agreed to be paid by Developer under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, and Developer does not reasonably dispute the payment of amount of such bill City may either reimburse itself from existing Escrow or Security or may halt all Building development work and construction until all bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of twelve percent (12%) per year.

**31. Miscellaneous.**

- A. Third parties shall have no recourse against City under this Agreement.
  
- B. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
  
- C. The action or inaction of City or Developer shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. City’s or Developer’s failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
  
- D. This Agreement shall run with the land, shall be recorded against the title to the Subject Property, and shall be binding on all parties having any right, title or interests in the Subject Property or any part thereof, their heirs, successors and assigns.
  
- E. Each right, power or remedy herein conferred upon City or Developer is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City or Developer, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by City or Developer and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

- F. Developer shall pay for all local costs related to drainage improvements required to complete the construction of the Plat and building according to the Development Plans. Local costs are costs related to required internal drainage improvements such stormwater infrastructure.
  - G. Should development of the Subject Property or the building proceed at a pace slower than anticipated, and for that reason, specific terms of this Agreement become onerous or unduly burdensome to Developer, upon Developer's application, City will enter into negotiations regarding those specific terms and shall not unreasonably withhold consent to appropriate changes in the terms of this Agreement.
  - H. Developer shall demonstrate and maintain compliance with the 1991 Wetland Conservation Act, as applicable.
  - I. Developer shall be responsible for all on site drainage for the Subject Property, as well as for any affects their actions may have on adjoining properties.
32. **Violation of Agreement.** If while the escrow or security provided in this Agreement is outstanding, a violation of any of the covenants or agreements herein contained occurs and such violation is not cured within thirty (30) days after written notice thereof from City to Developer, City may draw upon the Developer's escrow or security to cure any violation of the Agreement and to reimburse City for any costs incurred in curing the violation.
33. **Maintain Public Property Damaged or Cluttered During Construction.** Developer agrees to assume full financial responsibility for any damage which may occur to public property including, but not limited to, street, street sub-base, base, bituminous surface, curb, utility system including, but not limited to, watermain, sanitary sewer or storm sewer when said damage occurs as a result of construction activity which takes place during development of the Subject Property by Developer or its contractors, except for damage caused by City , its employees, agents or contractors. Developer further agrees to pay all costs required to repair the streets and/or utility systems damaged or cluttered with debris when occurring as a direct or indirect result of the Developer's construction that takes place on the Subject Property. In the event that Developer is required to maintain or repair such damage and fails to maintain or repair the damaged public property referred to aforesaid within thirty (30) days after written notice from City or such longer period as may reasonably necessary or in the event of an emergency as shorter time period as determined by City, City may, upon notifying Developer undertake making or causing it to be repaired or maintained. When City undertakes such repair, Developer shall reimburse City for all its reasonable expenses within thirty (30) days of its billing to Developer. If Developer fails to pay said bill within thirty (30) days, the security shall be responsible for reimbursing City.

- 34. **Non-Assignment Without Consent.** The obligations of Developer under this Agreement may be assigned by DEVELOPER if the assignment is approved by City. However, Developer shall not be released from its obligations under this Agreement without the express written consent of the City Council through Council resolution.
- 35. **Subordination.** This Agreement must be recorded against the Subject Property and all other liens, interests or mortgages shall be subordinate to the terms and conditions this Agreement and said Agreement shall not be subject to foreclosure by any other lien, interest or mortgage.
- 36. **Notices.** Required notices to Developer shall either hand delivered to Developer, its employees or agents, or mailed to Developer by registered mail or sent by overnight delivery at the following address:

Vista Prairie Communities  
Attn: James E. Bettendorf  
11180 Zealand Avenue North  
Champlin, MN 55316

Notice to City shall be in writing and shall be either hand delivered to or mailed by registered mail or sent by overnight delivery to the following address:

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

- 37. **Agreement Effect.** This Agreement shall be binding and extend to the respective representatives, heirs, successors and assigns of the parties hereto.
- 38. **Amendment.** This Agreement shall be amended only by addendum executed by both parties to this Agreement.

*Remainder Intentionally Left Blank*

*Signature Pages to Follow*

**IN WITNESS WHEREOF**, Developer and City have executed this Agreement as of the day and year above first written.

**CITY OF ST. FRANCIS**

BY: \_\_\_\_\_  
Joseph Muehlbauer

ITS: Mayor

(SEAL)

BY: \_\_\_\_\_  
Jennifer Wida

ITS: City Clerk

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF ANOKA                    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Joseph Muehlbauer and by Jennifer Wida, respectively the Mayor and City Clerk of the City of St. Francis, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

DOCUMENT DRAFTED BY:  
BARNA, GUZY & STEFFEN, LTD.  
400 Northtown Financial Plaza  
200 Coon Rapids Boulevard



Coon Rapids, MN 55433  
(763) 780-8500 (DRS)

**VISTA PRAIRIE AT EAGLE POINTE,  
LLC**  
A Minnesota limited liability company

BY: \_\_\_\_\_  
James E. Bettendorf  
ITS: President and Chief Executive Officer

STATE OF )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by James E. Bettendorf the President and CEO of Vista Prairie at Eagle Pointe, LLC, a Minnesota limited liability company, on behalf of said company.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

**DEVELOPMENT PLANS FOR THE SUBJECT PROPERTY**

Site Improvement Plans for

**EXHIBIT B**  
**CONSTRUCTION PLANS FOR AMBASSADOR BOULEVARD**  
**IMPROVEMENTS**

**EXHIBIT C  
EASEMENT AGREEMENT**

**TURNAROUND EASEMENT AGREEMENT**

**Vista Prairie at Eagle Pointe, LLC** a Minnesota Limited Liability Company (“**Grantor**”) and the **City of St. Francis**, a Minnesota municipal corporation (“**City**”) make this Access Easement Agreement (this “**Agreement**”) effective as of \_\_\_\_\_ (“**Effective Date**”).

**RECITALS**

- A. Grantor is the owner of the real property legally described on attached **Exhibit A** (“**Property**”).
- B. As part of Grantor’s development of the Property, the City requires access to the property for the Aztec Street stub to allow for City maintenance vehicles (plow trucks), and/or other city owned vehicles such as emergency vehicles, to turn around on the north end of Aztec Street NW in order to complete snow removal and/or other city related services in the area specified as herein below.
- C. Due to the development of the Property, the City requires a vehicle turnaround easement on the Property for city vehicles to have an unobstructed area to turn around.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to, the parties agree as follows:

1. **Turnaround Easement.** Subject to this Agreement’s terms, Grantor grants a perpetual, non-exclusive easement (“**Easement**”) for City public works vehicles engaged in snow plowing operations, and/or other city owned vehicles requiring access such as emergency vehicles, and their respective personnel to access, use, and occupy the area legally described on the attached **Exhibit B** (“**Turnaround Area**”). The City shall have the right to use the Turnaround Area in any way necessary to ensure city vehicles and their respective personnel can turn around or otherwise access or retreat from the abutting public road, including placing signage on the Turnaround Area, subject to the approval of the Grantor, not to be unreasonably withheld.

2. **Maintenance of Easement Area.** Grantor, its successors and assigns, will at its sole cost and expense maintain, repair and replace the Turnaround Area in a safe, orderly, and good condition, including, without limitation, mowing, debris removal, paving and/or patching, as

is reasonably necessary to ensure at all times open and continuous access by city vehicles and personnel to the Turnaround Area. Grantor will defend, indemnify and hold the City harmless from and against any and all claims, costs and damages arising out of, connected with or related to any work performed by or on behalf of Grantor on or in the Turnaround Area. All work done in connection with any maintenance, repair and replacement within the Turnaround Area will be performed in good and workmanlike manner and will comply with all applicable governmental regulations.

3. **Obstructions.** Grantor shall not obstruct or interfere with the free flow of city vehicles or personnel over or erect any fences or obstructions on the Turnaround Area. City shall have the right to remove any unauthorized obstructions, structures, or fences placed on or erected over, on through, across, in, or within the Turnaround Area.

4. **General Easement Provisions and Restrictions.** The easement in this Agreement shall be an appurtenant, perpetual easement that runs with the land and shall bind upon the Grantor, its heirs, representatives, successors and assigns, and all subsequent owners and encumbrancers of the Property. The easements created in this Agreement shall not create any rights in or for the benefit of the general public and shall not affect any real estate located outside of the Property.

5. **Amendment.** This Agreement may only be amended, changed or terminated by a written agreement signed by all parties.

6. **Severability.** Invalidation of any of the provisions contained in this Agreement, or of the application of them to any person, by judgment or court order, will in no way affect any of the other provisions of this Agreement or the application to any other person, and the same will remain in full force and effect.

7. **Waiver.** The City's failure to enforce any covenant or condition of this Agreement will not be deemed to be a waiver of the City's right to do so after that.

8. **Time of Essence.** Time is of the essence of this Agreement.

9. **Binding Effect.** This Agreement will bind upon and inure to the benefit of the parties and their respective heirs, successors, assigns and representatives.

10. **Grantor's Covenants.** Grantor covenants to the City as follows: (a) Grantor holds title to the Property in fee simple title, free and clear of all liens or encumbrances except as disclosed to the City; (b) Grantor has full and good lawful authority to enter into this Agreement for the purposes stated in this Agreement; and (c) Grantor covenants to warrant and defend the Turnaround Area against claims of all persons whomsoever.

11. **Real Estate Taxes.** Grantor remains responsible for any and all real estate taxes and assessments for the Property.

12. **Counterpart Signatures.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The undersigned have executed this Agreement as of the Effective Date.

**VISTA PRAIRIE AT EAGLE POINTE, LLC**  
A Minnesota Limited Liability Company

BY: \_\_\_\_\_  
James E. Bettendorf  
ITS: President and Chief Executive Officer

STATE OF )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by James E. Bettendorf the President and Chief Executive Officer of Vista Prairie at Eagle Pointe, LLC, a Minnesota Limited Liability Company, on behalf of the company.

\_\_\_\_\_  
NOTARY PUBLIC

**IN WITNESS WHEREOF**, Developer and City have executed this Agreement as of the day and year above first written.

**CITY OF ST. FRANCIS**

BY: \_\_\_\_\_  
Joseph Muehlbauer  
ITS: Mayor

(SEAL)

BY: \_\_\_\_\_  
Jennifer Wida  
ITS: City Clerk

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF ANOKA                    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Joseph Muehlbauer and by Jennifer Wida, respectively the Mayor and City Clerk of the City of St. Francis, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

**This instrument drafted by:**  
Barna, Guzy & Steffen (DRS)  
200 Coon Rapids Blvd. Suite 400  
Coon Rapids, MN  
55433



**EXHIBIT A**

**(Legal Description of Property)**

**EXHIBIT B**  
**(City Vehicle Turnaround Area)**



CITY COUNCIL AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Accept Resignation- Community Development Director
DATE: May 6, 2024

OVERVIEW:

Effective May 16, 2024 Community Development Director, Colette Baumgarder has issued a resignation from the City of St. Francis.

Staff recommends temporarily adjusting the Community Development Specialist position with an increase of \$4.00 per hour starting May 20th until the position has been filled.

Staff requests to post the position immediately.

ACTION TO BE CONSIDERED:

Motion to accept the resignation of Colette Baumgarder, approve a temporary adjustment to the Community Development Specialist and post to rehire for the Community Development Director position.

Attachments:

- Resignation Letter

4/30/2024

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

Dear Kate Thunstrom and City Council,

Please accept this letter as my formal resignation as Community Development Director at the City of St. Francis. My last day will be May 16, 2024.

I have really enjoyed my time in this role. However, I do not believe this position is the best fit for my family at this time.

Thank you for the opportunity to serve in your City. The team is easy to work with, and it is evident that everyone does their best to serve the residents and best interests of the City. I wish you continued success.

Best,



Colette Baumgardner



## CITY COUNCIL AGENDA REPORT

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**TO:** Kate Thunstrom, City Administrator  
**FROM:** Todd Schwieger, Police Chief  
**SUBJECT:** Police Department Policy Manual  
**DATE:** May 6, 2024

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### **OVERVIEW:**

The St. Francis Police Department has adopted Lexipol policy 201- General Order and Special Orders, 204- Electronic Mail, 205- Administrative Communications, 426- Criminal Conduct on School Buses, and 604- Eyewitness Identification.

### **ACTION TO BE CONSIDERED:**

St. Francis City Council to review and approve St. Francis Police Department policies 201, 204, 205, 426, and 604. All policies have received legal review.

### **BUDGET IMPLICATION:**

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

### Attachments:

- Police Department Policies
  - 201- General Order and Special Orders
  - 204- Electronic Mail
  - 205- Administrative Communications
  - 426- Criminal Conduct on School Buses
  - 604- Eyewitness Identification

**Policy  
205****St. Francis Police Department**  
Policy Manual

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## **Administrative Communications**

### **205.1 PURPOSE AND SCOPE**

Administrative communications of this department are governed by the following policies.

### **205.2 DEPARTMENT E-MAILS**

Department E-mails may be issued periodically by the Chief of Police or designee, to announce and document all promotions, transfers, hiring of new personnel, separations, individual and group awards and commendations or other changes in status. Such orders are personnel data under Minn. Stat. § 13.43 and shall be treated accordingly.

### **205.3 SURVEYS**

All surveys made in the name of the Department shall be authorized by the Chief of Police, his/her designee or a Department Supervisor.

### **205.4 OTHER COMMUNICATIONS**

General Orders and other communications necessary to ensure the effective operation of the Department shall be promulgated by the Chief of Police, his/her designee or Department Supervisors.

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## General Order and Special Orders

### 201.1 PURPOSE AND SCOPE

General Orders and Special Orders establish an interdepartmental communication that may be used by the Chief of Police to make immediate changes to policy and procedure consistent with the current Memorandum of Understanding or other collective bargaining agreement. General Orders will immediately modify or change and supersede sections of this manual to which they pertain.

#### 201.1.1 GENERAL ORDERS PROTOCOL

General Orders will be incorporated into the manual as required upon approval of staff. General Orders will modify existing policies or create a new policy as appropriate and will be rescinded upon incorporation into the manual.

All existing General Orders have now been incorporated in the updated Policy Manual as of the below revision date.

Any General Orders issued after publication of the manual shall be numbered consecutively starting with the last two digits of the year, followed by the number "01." For example, 10-01 signifies the first General Order for the year 2010.

#### 201.1.2 SPECIAL ORDERS PROTOCOL

Special Orders establish a temporary policy or procedure on a given subject for a specific length of time. Special Orders are issued to the organization as a whole, to a unit, to a unit or to an individual thereof and are temporary in nature. Special Orders become inoperative with the passing of the incident or situation that caused the order's issuance.

### 201.2 RESPONSIBILITIES

#### 201.2.1 STAFF

The staff shall review and approve revisions of the Policy Manual, which will incorporate changes originally made by General Order.

#### 201.2.2 CHIEF OF POLICE

The Chief of Police or designee shall issue all General Orders and Special Orders.

### 201.3 ACCEPTANCE OF GENERAL ORDERS AND SPECIAL ORDERS

All employees are required to read and obtain any necessary clarification of all General Orders or special orders. All employees are required to acknowledge in writing the receipt and review of any new General Order or special order.

Signed acknowledgement forms and/or e-mail receipts showing an employee's acknowledgement will be maintained by the Chief of Police.



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## Criminal Conduct on School Buses

### 426.1 PURPOSE AND SCOPE

Criminal conduct on school buses has been identified by the legislature as a critical component for the safety and security of the community. The primary purpose of this policy is to provide officers guidance in responding to reports of alleged criminal conduct on school buses. This department, in cooperation with any other law enforcement agency that may have concurrent jurisdiction over the alleged offense, is responsible for responding to all reports of criminal misconduct on school buses in this jurisdiction.

This policy is not intended to interfere with or replace school disciplinary policies that relate to student misconduct on school buses (Minn. Stat. § 169.4581).

### 426.2 COMMUNITY COOPERATION

The St. Francis Police Department shall work with and consult with school officials, transportation personnel, parents and students to respond to these incidents to protect student safety and deal appropriately with those who violate the law.

### 426.3 PROCEDURE

This department shall respond to all criminal misconduct on school buses within the jurisdiction of this department regardless of the source of the report. Officers should take reasonable actions to complete the following:

- (a) Provide for the safety of any person involved in the incident or present at the incident.
- (b) Coordinate any appropriate care.
- (c) Investigate reports of crimes committed on school buses using the same procedures as followed in other criminal investigations as appropriate for juveniles and/or adults.
- (d) Issue citations, release pending further investigation, or apprehend and transport individuals committing crimes on school buses to the extent authorized by law.
- (e) Submit reports regarding the incident for review, approval and consideration for prosecution.
- (f) Complete follow-up and additional investigation as reasonably necessary to prepare a case pertaining to criminal conduct on school buses as required for prosecution.

- (g) Provide information to the relevant school regarding the incident as required or authorized by law.

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**\*\*\*DRAFT\*\*\***

Criminal Conduct on School Buses - 1

**Policy  
204****St. Francis Police Department**  
Policy Manual

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## Electronic Mail

### 204.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the proper use and application of the electronic mail (email) system provided by the Department. Email is a communication tool available to employees to enhance efficiency in the performance of job duties. It is to be used in accordance with generally accepted business practices and current law (e.g., Minnesota Data Practices Act). Messages transmitted over the email system must only be those that involve official business activities or contain information essential to employees for the accomplishment of business-related tasks and/or communication directly related to the business, administration or practices of the Department.

### 204.2 EMAIL RIGHT OF PRIVACY

All email messages, including attachments, transmitted over the Department computer network or accessed through a web browser accessing the Department system are considered Department records and, therefore, are the property of the Department. The Department has the right to access, audit and disclose for whatever reason, all messages, including attachments, transmitted or received through its email system or placed into its storage.

Unless it is encrypted, the email system is not a confidential system since all communications transmitted on, to or from the system are the property of the Department. Therefore, the email system is not appropriate for confidential or personal communication. If a communication must be private, an alternative method to communicate the message should be used instead of email. Employees using the Department email system shall have no expectation of privacy concerning communications utilizing the system.

### 204.3 PROHIBITED USE OF EMAIL

The Department email system shall not be used for personal purposes unless that use is authorized in writing by the Chief of Police.

Sending derogatory, defamatory, obscene, disrespectful, sexually suggestive and harassing or any other inappropriate messages on the email system is prohibited, will constitute just cause for discipline, and will result in discipline, up to and including termination of employment.

Email messages addressed to the entire department are only to be used for official business related items that are of particular interest to all users. Personal advertisements or announcements are not permitted.

It is a violation of this policy to transmit a message under another user's name or email address or to use the password of another to log onto the system. Users are required to log off the network or lock the workstation when their computer is unattended. This added security measure would minimize the misuse of an individual's email, name and/or password.

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Electronic Mail - 1  
**\*\*\*DRAFT\*\*\***

St. Francis Police Department  
Policy Manual

*Electronic Mail*

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204.4 EMAIL RECORD MANAGEMENT

Email may, depending upon the individual content, be a public record under the Minnesota Data Practices Act and must be managed in accordance with the established records retention schedule and in compliance with state law.

The Custodian of Records shall ensure that email messages are retained and recoverable as outlined in the Records Maintenance and Release Policy.

**Policy  
604****St. Francis Police Department**  
Policy Manual

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## Eyewitness Identification

### 604.1 PURPOSE AND SCOPE

This policy sets forth guidelines to be used when members of this department employ eyewitness identification techniques (Minn. Stat. § 626.8433). Erroneous eyewitness identifications have been cited as the factor most frequently associated with wrongful convictions. Therefore, in addition to eyewitness identification, all appropriate investigative steps and methods should be employed to uncover evidence that either supports or eliminates the suspect identification.

#### 604.1.1 DEFINITIONS

Definitions related to the policy include:

**Eyewitness identification process** - Any field identification, live lineup or photographic identification.

**Line-up** - A live presentation of a single individual to a witness following the commission of a criminal offense for the purpose of identifying or eliminating the person as the suspect.

**Show-up** - The presentation of a suspect to an eyewitness within a short time frame following the commission of a crime to either confirm or eliminate them as a possible perpetrator. Show-ups, sometimes referred to as field identifications, are conducted in a contemporaneous time frame and proximity to the crime.

**Photographic array/lineup** - Presentation of photographs to a witness for the purpose of identifying or eliminating an individual as the suspect.

**Administrator** - The law enforcement official conducting the identification procedure.

**Blinded Presentation/Administration** - The administrator may know the identity of the suspect, but does not know which photo array member is being viewed by the eyewitness at any given time.

**Confidence Statement** - A statement in the witness's own words taken immediately after an identification is made stating his or her level of certainty in the identification.

**Filler** - A live person, or a photo of a person, included in an identification procedure who is not considered a suspect.

**Sequential** - Presentation of a series of photographs or individuals to a witness one at a time.

**Simultaneous** - Presentation of a series of photographs or individuals to a witness all at once.

## **604.2 POLICY**

Officers shall adhere to the procedures for conducting eyewitness identifications set forth in this policy, in order to maximize the reliability of identifications, minimize erroneous identifications, and gather evidence that conforms to contemporary eyewitness identification protocols. Photo arrays and line-ups will be conducted by displaying the suspect and fillers sequentially using a blind or blinded administration.

### **604.2.1 POST MODEL POLICY**

It is the policy of the St. Francis Police Department to follow the requirements of the Eyewitness Identification Procedures model policy, established and published by the Minnesota Board of Peace Officer Standards and Training (POST) (Minn. Stat. § 626.8433).

See attachment: Eyewitness Identification Procedures model policy.pdf

## **604.3 INTERPRETIVE SERVICES**

Members should make a reasonable effort to arrange for an interpreter before proceeding with eyewitness identification if communication with a witness is impeded due to language or hearing barriers.

Before the interpreter is permitted to discuss any matter with the witness, the investigating officer should explain the identification process to the interpreter. Once it is determined that the interpreter comprehends the process and can explain it to the witness, the eyewitness identification may proceed as provided for within this policy.

## **604.4 EYEWITNESS IDENTIFICATION PROCESS AND FORM**

The Investigations supervisor shall be responsible for the development and maintenance of an eyewitness identification process for use by members when they are conducting eyewitness identifications.

The process should include appropriate forms or reports that provide:

- (a) The date, time, and location of the eyewitness identification procedure.
- (b) The name and identifying information of the witness.

- (c) The name of the person administering the identification procedure.
- (d) If applicable, the names of all individuals present during the identification procedure.
- (e) An instruction to the witness that it is as important to exclude innocent persons as it is to identify a perpetrator.
- (f) An instruction to the witness that the perpetrator may or may not be among those presented and that the witness is not obligated to make an identification.
- (g) If the identification process is a photographic or live lineup, an instruction to the witness that the perpetrator may not appear exactly as he/she did on the date of the incident.
- (h) An instruction to the witness that the investigation will continue regardless of whether an identification is made by the witness.
- (i) A signature line where the witness acknowledges that he/she understands the identification procedures and instructions.
- (j) A statement from the witness in the witness's own words describing how certain he/she is of the identification or non-identification. This statement should be taken at the time of the identification procedure.
- (k) Any other direction to meet the requirements of the POST model policy.

The process and related forms should be reviewed at least annually and modified when necessary.

#### 604.4.1 POST REQUIREMENTS

The Investigations supervisor should remain familiar with the requirements contained in the Eyewitness Identification Procedures model policy issued by POST and incorporate these, as necessary, into the eyewitness identification process for use by members when conducting photographic and live lineups.

#### **604.5 EYEWITNESS IDENTIFICATION**

Members are cautioned not to, in any way, influence a witness as to whether any subject or photo presented in a lineup is in any way connected to the case. Members should avoid mentioning that:

- The individual was apprehended near the crime scene.
- The evidence points to the individual as the suspect.
- Other witnesses have identified, or failed to identify, the individual as the suspect.
- Any other statements, cues, casual comments, or providing unnecessary or irrelevant information that in any manner may influence the witnesses' decision-making process or perception.

- Witnesses should not be permitted to see or be shown any photos of the suspect prior to the lineup or photo array.

In order to avoid undue influence, witnesses should view suspects, photo arrays or a lineup individually and outside the presence of other witnesses. Witnesses should be instructed to avoid discussing details of the incident or of the identification process with other witnesses. Multiple identification procedures should not be conducted in which the same witness views the same suspect more than once.

Whenever feasible, the eyewitness identification procedure should be audio and/or video recorded and the recording should be retained according to current evidence procedures.

#### 604.5.1 PHOTOGRAPHIC AND LIVE LINEUP CONSIDERATIONS

When conducting a live lineup, the member presenting the lineup should not be involved in the investigation or know the identity of the suspect) (Minn. Stat. § 626.8433). However, a suspect may have an attorney present.

When conducting a photographic lineup, if practicable, the member presenting the lineup should not be involved in the investigation of the case or know the identity of the suspect. In no case should the member presenting a lineup to a witness know which photograph or person in the lineup is being viewed by the witness.

If a blind administrator is not available, the administrator shall ensure that a blinded presentation is conducted using the following procedures;

- (a) Place the suspect and at least five filler photos in separate folders for a total of six (or more depending on the number of fillers used).
- (b) The administrator will take one folder containing a known filler and place it to the side. This will be the first photo in the series. The administrator should then shuffle the remaining folders (containing one suspect and the remainder of fillers) such that he or she cannot see how the lineup members are ordered. These shuffled folders will follow the first filler photo. The stack of photos is now ready to be shown to the witness.
- (c) The administrator should position himself or herself so that he or she cannot see inside the folders as they are viewed by the witness.

The lineup or photo array should consist of a minimum of six individuals or photographs. Use a minimum of 5 fillers and only one suspect.

In creating a photo array:

- The photo array should consist of contemporary photos.



- Do not mix color and black and white photos.
- Use photos of the same size and basic composition.
- Never mix mugshots with other photos and ensure consistent appearance of photograph backgrounds and sizing.
- Do not include more than one photo of the same suspect.
- Cover any portions of mugshots or other photos that provide identifying information on the subject and similarly cover other photos used in the array.
- Where the suspect has a unique feature, such as a scar, tattoo or mole or distinctive clothing that would make him or her stand out in the photo array, filler photographs should include that unique feature either by selecting fillers who have the same features themselves or by altering the photographs of fillers to the extent necessary to achieve a consistent appearance.
- Fillers should not be reused in arrays for different suspects shown to the same witness.

Individuals in the lineup should reasonably match the description of the perpetrator provided by the witness and should bear similar characteristics (age, height, weight and general appearance and of the same sex and race) to avoid causing any person to unreasonably stand out. Avoid the use of fillers who so closely resemble the suspect that a person familiar with the suspect might find it difficult to distinguish the suspect from the fillers. Create a consistent appearance between the suspect and the fillers with respect to any unique or unusual feature (e.g. scars, tattoos, facial hair) used to describe the perpetrator by artificially adding or concealing that feature on the fillers. In cases involving multiple suspects, a separate lineup should be conducted for each suspect. The suspects should be placed in a different order within each lineup.

The member presenting the lineup to a witness should do so sequentially (i.e., show the witness one person/photo at a time) and not simultaneously. The witness should view all persons in the lineup. All persons in the lineup should be numbered consecutively and referred to only by number. The witness should be asked if he or she recognizes the person in the photo before moving onto the next photo. If an identification is made before all of the photos are shown, the administrator should tell the witness that he or she must show the witness all of the photos and finish showing the sequence to the witness, still asking after each photo if the witness recognizes the person in the photo.

If possible, the array should be shown to the witness only once. If, upon viewing the entire array the witness asks to see a particular photo or the entire array again, the witness should be instructed that he or she may view the entire array only one additional time. If a second viewing is permitted, it must be documented.

A live lineup will not typically be utilized for investigations, unless conducting a photo array is not possible. A live lineup should only be used before criminal proceedings have been initiated against

the suspect. If there is any question as to whether any criminal proceedings have begun, the investigating officer should contact the appropriate prosecuting attorney before proceeding.

#### 604.5.2 FIELD IDENTIFICATION CONSIDERATIONS

Field identifications, also known as field elimination show-ups or one-on-one identifications, may be helpful in certain cases, where exigent circumstances make it impracticable to conduct a photo or live lineup identification. A field elimination show-up or one-on-one identification should not be used when independent probable cause exists to arrest a suspect. In such cases a live or photo lineup is the preferred course of action if eyewitness identification is contemplated.

When initiating a field identification, the member should observe the following guidelines:

- (a) Obtain and document a complete description of the suspect from the witness.
- (b) Assess whether a witness should be included in a field identification process by considering:
  1. The length of time the witness observed the suspect.
  2. The distance between the witness and the suspect.
  3. Whether the witness could view the suspect's face.
  4. The quality of the lighting when the suspect was observed by the witness.
  5. Whether there were distracting noises or activity during the observation.
  6. Any other circumstances affecting the witness's opportunity to observe the suspect.
  7. The length of time that has elapsed since the witness observed the suspect.
  8. Caution the witness that the person he or she is about to see may or may not be the perpetrator and it is equally important to clear an innocent person. The witness should also be advised that the investigation will continue regardless of the outcome of the show-up.
  9. Do not conduct the show-up with more than one witness present at a time.
  10. Separate witnesses and do not allow communications between them before or after conducting a show-up.
- (c) If safe and practicable, the person who is the subject of the show-up should not be physically restrained by officers, handcuffed, or in a patrol vehicle.
- (d) When feasible, members should bring the witness to the location of the subject of the show-up, rather than bring the subject of the show-up to the witness.
- (e) The person who is the subject of the show-up should not be shown to the same witness more than once.
- (f) In cases involving multiple suspects, witnesses should only be permitted to view the subjects of the show-up one at a time.

- (g) The person who is the subject of the show-up should not be required to put on clothing worn by the suspect, to speak words uttered by the suspect, or to perform other actions mimicking those of the suspect.
- (h) If a witness positively identifies a subject of the show-up as the suspect, members should not conduct any further field identifications with other witnesses for that suspect. In such instances members should document the contact information for any additional witnesses for follow up, if necessary.
- (i) Do not use a show-up procedure if probable cause to arrest the suspect has already been established.
- (j) Officers should scrupulously avoid words or conduct of any type that may suggest to the witness that the individual is or may be the perpetrator.
- (k) Ask the witness to provide a confidence statement.
- (l) Remind the witness not to talk about the show-up to other witnesses until police or prosecutors deem it permissible.
- (m) Record the identification process using an in-car camera or other recording device when feasible.
- (n) Document the time and location of the show-up, the officers present, the result of the procedure, and any other relevant information.

#### 604.5.3 CONDUCTING LINEUP

Live lineups shall be conducted using a blind administrator. All persons in the lineup will be numbered consecutively and are referred to only by their number.

The primary investigating officer is responsible for the following:

- (a) Scheduling a lineup on a date and at a time that is convenient for all concerned parties to include the prosecuting attorney, defense counsel and any witnesses.
- (b) Ensuring compliance with any legal requirements for transfer of the subject to the lineup location if he or she is incarcerated at a detention center.
- (c) Making arrangements to have persons act as fillers
- (d) Ensuring that the suspect's right to counsel is scrupulously honored and that he or she is provided with counsel if requested. Obtaining proper documentation of any waiver of the suspect's right to counsel.
- (e) Allowing counsel representing the suspect sufficient time to confer with his or her client prior to the lineup and to observe the manner in which the lineup is conducted.

#### 604.6 DOCUMENTATION

A thorough description of the eyewitness process and the results of any eyewitness identification should be documented in the case report.

If a photographic lineup is utilized, a copy of the photographic lineup presented to the witness should be included in the case report. In addition, the order in which the photographs were presented to the witness should be documented in the case report.

Following an identification, the administrator shall ask the witness to provide a confidence statement and document the witness's response.

The administrator shall ask the witness to complete and sign an Eyewitness Identification Procedure Form.

#### 604.6.1 DOCUMENTATION RELATED TO RECORDINGS

The member conducting the lineup should document the reason that an audio and/or video recording was not obtained, if applicable. In the case of lineups that are not recorded, agents shall take and preserve a still photograph of each individual in the lineup.



# CITY COUNCIL AGENDA REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Todd Schwieger, Police Chief  
**SUBJECT:** Surplus Property & Replacement of Office Duty Handguns  
**DATE:** May 6, 2024

**OVERVIEW:**

During the 2023 legislative session the omnibus tax bill included \$210 million in one-time public safety aid. On December 26<sup>th</sup>, 2023, the aid was distributed to cities across the State of Minnesota. During the October 17<sup>th</sup>, 2023 Work Session staff discussed and made recommendations on how the public safety aid would be allocated. At that time the City Council was supportive of the police department replacing their current duty handguns with new handguns to include red dot sights.

All St. Francis licensed police officers currently carry Sig Sauer P320 9mm duty handguns with iron sights. The new duty handguns would be Sig Sauer P320 RXP 9mm handguns equipped with red dot optical sights. The benefits of a red dot optical sight are faster target acquisition and more accurate shot placement. The optical sight would be similar to the red dot sight on department rifles making the use of each firearm more consistent with one another.

Staff found that it would be more cost effective to order new duty handguns which include red dot sights rather than adding red dot sights to existing handguns. New duty handguns would be purchased from Sig Sauer as a package deal to include the handgun, weapon light, red dot optical sight and holster for \$938.55 per handgun.

The department has investigated ways to dispose of current duty handguns once the new handguns are put into service. One option would be to sell the existing duty handguns to Sig Sauer in the amount of \$325.00 per handgun. The amount would then be applied to the purchase of the new handguns. A second option would be to allow officers the opportunity to purchase their current Sig Sauer duty handguns for the same amount of \$325.00. The funds raised by officers purchasing the firearms would be transferred to the City's general fund.

**ACTION TO BE CONSIDERED:**

To approve Resolution 2024-16 which declares the police department's current Sig Sauer P320 duty handguns as surplus property.

City Council authorize licensed St. Francis Police Officers the opportunity to purchase current Sig Sauer P320 duty handguns in the amount of \$325.00. Any firearms not purchased by officers would be purchased by Sig Sauer and applied towards the cost of the new firearms.

City Council to approve the St. Francis Police Department to move forward with the purchase of the Sig Sauer P320 RXP 9mm handgun to be used as the duty handgun for St. Francis Police Department licensed police officers.

**BUDGET IMPLICATION:**

There are currently no budget implications with the purchase. The duty handguns will be funded by the public safety aid that was provided to the police department in 2023 by the State of Minnesota.

Attachments:

- Sig Sauer Quote



**PUBLIC SAFETY SALES**  
**72 PEASE BOULEVARD**  
**NEWINGTON, NH 03801**  
**TEL: 603-610-3000**  
**FAX: 603-610-3003**

<b>Bill To Name</b> ST FRANCIS PD MN <b>Bill To</b> 4058 St Francis Blvd NW St Francis, MN 55070 US <b>Contact Name</b> Ryan Larson <b>Phone</b> (763) 753-1264 <b>Email</b> <a href="mailto:rlarson@stfrancismn.org">rlarson@stfrancismn.org</a>	<b>Created Date</b> 3/22/2024 <b>Expiration Date</b> 6/19/2024 <b>Quote Name</b> 2024-03-21-ST FRANCIS PD-W320F-9-BXR3-PRO-RXP PRO PACKAGE DEALS-MN-1(Cloned)
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Quote Lines				
Quantity	Product #	Product Description	Agency Price	Total Price
16.00	W320F-9-BXR3-PRO-RXP	P320, 9MM, 4.7, PRO, BLK, STRIKER, X-RAY 3 SUPP SIGHTS, MOD POLY X GRIP, (3) 17RD STEEL MAG, ROMEO1PRO, RAIL	USD 938.55	USD 15,016.80
2.00	HOL-320-ALIENGear-KIT-LH	HOLSTER KIT, LEFT HAND, ALIEN GEAR	USD 0.00	USD 0.00
16.00	SOFR2R100	FOXTROT2R, RECHARGEABLE, WEAPON MOUNTED WHITE LIGHT, 700 LUMENS, BLACK	USD 0.00	USD 0.00
14.00	HOL-320-ALIENGear-KIT-RH	HOLSTER KIT, RIGHT HAND, ALIEN GEAR	USD 0.00	USD 0.00

**LESS TRADE**  
The AGENCY is responsible for transportation costs of NON-SIG SAUER trade weapons to the designated dealer or SIG SAUER weapons to the SIG SAUER manufacturing facility. Deduct \$15 for each missing magazine and 50% of trade value for firearms that are non-functional, missing critical components or aesthetically damaged beyond repair.

Trade ins			
QTY	Trade Description	Price	Trade Total
16	W320F-9-BSS - P320, 9MM, 4.7IN, NITRON, BLK, DAO, SIGLITE, MODULAR POLYMER GRIP, (3) 17RD STEEL MAG, RAIL.	USD -325.00	USD -5,200.00

**TRADE WEAPONS SHIPPING ADDRESS:**  
The prices herein quoted are exclusive of any applicable taxes (including without limitation sales, use, value added, import, or export taxes) of any nature imposed in connection with the sale or purchase of the goods. All such taxes shall be paid by customer.

Subtotal	USD 15,016.80
Total Trade In Value	USD -5,200.00
Quote Total Less Trade In	USD 9,816.80

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

**RESOLUTION 2024-16**

**A RESOLUTION DECLARING SURPLUS  
PROPERTY AND AUTHORIZING THE DISPOSAL  
OF SAID PROPERTY**

WHEREAS, Section 8-7-3 of the St. Francis City Code entitled “Disposal of Excess Property” outlines the procedure for disposal of City owned property; and

WHEREAS, pursuant to Section 8-7-3, the City has identified property owned by the City that is no longer needed for municipal service; and

WHEREAS, by the City Council of the City of St. Francis that the following property is hereby classified as surplus property, with the approximate value said property assigned as follows:

<b>Surplus Property:</b>	<b>Estimated Value</b>
<b>Sig Sauer P320 Duty Handguns</b>	<b>\$4,875.00</b>

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 6<sup>th</sup> DAY OF MAY, 2024

APPROVED:

ATTEST:

\_\_\_\_\_  
Joseph Meuhlbauer, Mayor

\_\_\_\_\_  
Jennifer Wida, City Clerk





# CITY COUNCIL AGENDA REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Paul Carpenter, Public Works Director  
**SUBJECT:** South Ambassador Watermain Improvements  
**DATE:** May 6, 2024

**OVERVIEW:**

Staff has identified a section of watermain work that needs to be completed on Ambassador Blvd and Bridge Street. Two hydrant’s that were installed in 1973 have come to the end of their useful life and need replacement. The above hydrant’s will be replaced and isolation valves installed so maintenance can be performed when needed. The hydrant replacements will be an update to meet our Development Standards. Crews will also be installing new 6 and 8-inch mainline gate valves in the same location as well as a new 10-inch gate valve in the intersection of Bridge St. and Ambassador Blvd. A portion of this work will take place in the early morning hours, when traffic is less of a safety hazard. Two different sets of quotes were obtained for this project, one is for the contractor work and the second is for the materials for the project.

**ACTION TO BE CONSIDERED:**

Council to consider accepting the low quotes from Valley Rich and Core & Main and authorize staff to purchase materials and for the contractor to proceed with this project.

**BUDGET IMPLICATION:**

The South Ambassador Watermain Improvement is a planned and budgeted item in our 2024 CIP.

Attachments:

- DW Companies Quote
- Valley Rich Quote
- Core & Main Quote
- Ferguson Waterworks Quote





# DW COMPANIES LLC

Agenda Item # 4K.

Office: 763-691-1897  
 nate@dwcompanies.com  
 Mailing Address: PO BOX 129 | Isanti, MN 55040

DW Emergency Line: 612-685-5498  
 www.dwcompanies.com  
 Physical Address: 3024 MN HWY 95 | Cambridge, MN 55008

<b>Name</b>	City of St. Francis	<b>Phone</b>		<b>Email</b>	Parish Barten pbarten@stfrancismn.org
<b>Billing Address</b>			<b>Project Address</b>		
<b>Date of Issue</b>	4/12/2024		<b>Expiry Date</b>	5/12/2024	

Project	Rum River Blvd.: Replace Hydrants & Gate Valves	Bid Amount	Accept or Decline
Option A	<ul style="list-style-type: none"> <li>Replace 6" valve.</li> <li>Replace hydrant.</li> <li>Supply vac truck/pumps/rock for water issues.</li> <li>Supply traffic control.</li> <li>Restore turf with topsoil &amp; grass seed.</li> <li>Supply &amp; place 12' x 12' tar patch.</li> <li>***City will provide valve.</li> <li>*** City will supply gaskets/megalugs/bolts.</li> <li>***City will provide rock, gravel, sand, topsoil, &amp; trucking if needed.</li> </ul>	\$14,000.00	
Option B	<ul style="list-style-type: none"> <li>Replace 6" valve.</li> <li>Replace hydrant.</li> <li>Supply vac truck/pumps/rock for water issues.</li> <li>Supply traffic control.</li> <li>Restore turf with topsoil &amp; grass seed.</li> <li>Supply &amp; place 12' x 12' tar patch.</li> <li>***City will provide hydrant &amp; valve.</li> <li>***City will supply gaskets/megalugs/bolts.</li> <li>***City will provide rock, gravel, sand, topsoil, &amp; trucking if needed.</li> </ul>	\$14,000.00	
Option C	<ul style="list-style-type: none"> <li>Replace 6" valve.</li> <li>Replace 8" valve.</li> <li>Supply vac truck/pumps/rock for water issues.</li> <li>Supply traffic control.</li> <li>Restore turf with topsoil &amp; grass seed.</li> <li>Supply &amp; place 12' x 12' tar patch.</li> <li>***City will provide hydrant &amp; valves.</li> <li>***City will supply gaskets/megalugs/bolts.</li> <li>***City will provide rock, gravel, sand, topsoil, &amp; trucking if needed.</li> </ul>	\$14,000.00	
Option D	<ul style="list-style-type: none"> <li>Accepting ALL 3 (Options A, B, &amp; C) to do at the same time.</li> </ul>	\$24,000.00	
Option E	<ul style="list-style-type: none"> <li>Cut out &amp; replace 6" valve.</li> <li>Supply vac truck/pumps/rock for water issues.</li> <li>Supply traffic control.</li> <li>Restore turf with topsoil &amp; grass seed.</li> <li>Supply &amp; place 12' x 12' tar patch.</li> <li>***City will provide valve.</li> <li>***City will supply gaskets/megalugs/bolts.</li> </ul>	\$9,600.00	
* Work listed above is per discussion during on site project meeting.		<b>Total</b>	<b>TBD</b>

**I agree to the above - quoted services & receiving of quoted services - and terms and conditions below.**

\_\_\_\_\_

Authorized Signature Name Date

Date: 4/23/24  
Bid: #24169 P R2



**Project: Rum River Blvd NW – Hydrant and Valve Replacements**  
**Location: St. Francis, MN**

**Site Utilities**

Valley-Rich Co., Inc. will provide labor and equipment needed to excavate, replace (2) hydrants and valves, replace (1) 6” gate valve and 8” gate valve, replace (1) 6” gate valve, and install a 1” tap and curb stop. **All materials/parts and all trucking (soils in/out) is by the City.** The restoration of the asphalt (up to (2) 10’ x 10’ sections) and restoration of the grass with dirt/seed (up to (2) 30’ x 20’ sections) is included. County permits is by the City. Traffic control by Valley-Rich. **Based on regular hours.** Does not include a pole holding truck if needed. Dewatering is excluded if needed. Includes the use of a vac truck for up to 8 hours.

**Base Bid: \$32,300**

**Note:**

This proposal is good for 15 days from the bid date in order to lock in our material prices with our vendors. Maximum depth of trenches and structures is assumed to be 10 feet when information is not provided. **A 4% service charge will be added to all payments made via credit card.**

Respectfully,

Pete Nasvik

**Exclusions:**

Land/Lane use permits, SAC and/or other connection charges, water meters, dewatering, soil correction and/or replacement, pipe support, removal of buried obstructions, jacking, frost charges, rock excavation, construction staking, restoration (other than listed above), compaction tests, hauling of excess soils, erosion control/inlet protection, hazardous material handling, wall sleeves, utility cut-offs and/or removals, cut and patch floors, culverts, irrigation, trench drains, perimeter drain tile, tree removal and/or replacement, grubbing, sheeting, shoring, bracing, and private utility locates.

**147 Jonathan Blvd. N., Ste. 4**  
**Office: (952) 448-3002**

**Chaska, Minnesota 55318**  
**Fax: (952) 448-3362**

Date: 4/22/24  
Bid: #24168 P R1



**Project: Bridge Street NW and Ambassador Blvd NW – 10” Gate Valve Replacement**  
**Location: St. Francis, MN**

**Site Utilities**

Valley-Rich Co., Inc. will provide labor and equipment needed to excavate and replace (1) 10” gate valve. All trucking (soils in/out) is by the City. The restoration of the sidewalk (up to 15’ x 5’), curb (up to 15’), asphalt (up to 15’ x 12’) and grass (up to 10’ x 20’ with dirt/seed) is included. All other restoration is excluded. County permits is by the City. Traffic control by Valley-Rich. **Based on afterhours.**

**Base Bid: \$16,050**

**Note:**

This proposal is good for 15 days from the bid date in order to lock in our material prices with our vendors. Maximum depth of trenches and structures is assumed to be 10 feet when information is not provided. **A 4% service charge will be added to all payments made via credit card.**

Respectfully,

Pete Nasvik

**Exclusions:**

Land/Lane use permits, SAC and/or other connection charges, water meters, dewatering, soil correction and/or replacement, pipe support, removal of buried obstructions, jacking, frost charges, rock excavation, construction staking, restoration (other than listed above), compaction tests, hauling of excess soils, erosion control/inlet protection, hazardous material handling, wall sleeves, utility cut-offs and/or removals, cut and patch floors, culverts, irrigation, trench drains, perimeter drain tile, tree removal and/or replacement, grubbing, sheeting, shoring, bracing, and private utility locates.

**147 Jonathan Blvd. N., Ste. 4**  
**Office: (952) 448-3002**

**Chaska, Minnesota 55318**  
**Fax: (952) 448-3362**



### Bid Proposal for City of St Francis - Material list

**ST FRANCIS WATER DEPT**  
**Job Location:** St Francis, MN  
**Bid Date:** 04/02/2024 11:30 am  
**Core & Main** 3460019

**Core & Main**  
 5145 211th Street West  
 Farmington, MN 55024  
**Phone:** 6514636090  
**Fax:** 6514634554

Seq#	Qty	Description	Units	Price	Ext Price
20		<b>ALPHAS</b>			
30	1	ALPHA-A-7.00 6 CPLG	EA	490.18	490.18
40	1	ALPHA-A-11.20 10 CPLG	EA	803.64	803.64
				<b>SUBTOTAL</b>	<b>1,293.82</b>
60		<b>6" GATE VALVE</b>			
80	5	6" MJ GATE VALVE	EA	1,042.96	5,214.80
90	5	"G" VALVE BOX	EA	300.26	1,501.30
150	5	6" GATE VALVE ADAPTER	EA	94.98	474.90
160	10	6" MJ PVC RESTRAINT	EA	40.91	409.10
170	10	6" MJ GASKET	EA	5.09	50.90
180	60	3/4"X3-1/2" BLUE MJ BOLT & NUT	EA	3.60	216.00
				<b>SUBTOTAL</b>	<b>7,867.00</b>
200		<b>8" GATE VALVE</b>			
220	1	8" MJ GATE VALVE	EA	1,676.03	1,676.03
230	1	"G" VALVE BOX	EA	300.26	300.26
290	1	8" GATE VALVE ADAPTER	EA	97.52	97.52
300	2	8" MJ PVC RESTRAINT	EA	60.48	120.96
310	2	8" MJ GASKET	EA	5.51	11.02
320	12	3/4"X3-1/2" BLUE MJ BOLT & NUT	EA	3.60	43.20
				<b>SUBTOTAL</b>	<b>2,248.99</b>
340		<b>10" GATE VALVE</b>			
360	1	10" MJ GATE VALVE	EA	2,612.82	2,612.82
370	1	"G" VALVE BOX	EA	300.26	300.26
430	1	6" GATE VALVE ADAPTER	EA	94.98	94.98
440	2	10" MJ PVC RESTRAINT	EA	114.31	228.62
450	2	10" MJ GASKET	EA	7.63	15.26
460	16	3/4" X 4" BLUE MJ BOLT & NUT	EA	3.93	62.88
				<b>SUBTOTAL</b>	<b>3,314.82</b>
480		<b>FITTINGS</b>			
500	1	6X6 MJ TEE EPOXY (I)CP DI C153	EA	236.50	236.50
510	1	8"X6" MJ REDUCER EPOXY	EA	139.09	139.09
520	1	8" MJ TEE EPOXY	EA	354.48	354.48
530	4	6" MJ PVC RESTRAINT	EA	40.91	163.64
540	4	6" MJ GASKET	EA	5.09	20.36
550	4	8" MJ PVC RESTRAINT	EA	60.48	241.92
560	4	8" MJ GASKET	EA	5.51	22.04



Bid Proposal for City of St Francis - Material list

Bid #: 3460019

Seq#	Qty	Description	Units	Price	Ext Price
570	48	3/4"X3-1/2" BLUE MJ BOLT & NUT	EA	3.60	172.80
				<b>SUBTOTAL</b>	<b>1,350.83</b>
				<b>Sub Total</b>	<b>16,075.46</b>
				<b>Tax</b>	<b>0.00</b>
				<b>Total</b>	<b>16,075.46</b>

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

Deliver To: From: Taylor Fedje Comments:	Agenda Item # 4K.
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FERGUSON WATERWORKS #2518  
Price Quotation  
Phone: 763-560-5200  
Fax: 763-560-1799

**Bid No:** B163603  
**Bid Date:** 03/20/24  
**Quoted By:** TMF

**Cust Phone:** 763-753-2630  
**Terms:** NET 10TH PROX

**Customer:** CITY OF SAINT FRANCIS  
23340 CREE ST NW  
SAINT FRANCIS, MN 55070

**Ship To:** CITY OF SAINT FRANCIS  
23340 CREE ST NW  
SAINT FRANCIS, MN 55070

**Cust PO#:** QUOTE

**Job Name:** GATE VALVES

Item	Description	Quantity	Net Price	UM	Total
AFC2510MMLAOL	10 DI MJ RW OL GATE VLV L/A	1	2874.870	EA	2874.87
MJGA10	10 MJ GSMT	2	11.350	EA	22.70
E2010PV	10 MEGALUG F/ C900/IPS PVC	2	175.610	EA	351.22
EAFVCBA6BASE10	10 VLV BX ADPT #6 SPIDER *X	1	131.720	EA	131.72
PSMJBTBHNFP	3/4X4 MJ BLUE T-HEAD B&N	16	4.200	EA	67.20
AFC2508ALSTDOL	8 DI RW OL GATE VLV STD ALPHA	1	2070.970	EA	2070.97
MJGAX	8 MJ GSMT	6	8.400	EA	50.40
E2008PV	8 MEGALUG F/ C900/IPS PVC	6	92.870	EA	557.22
EAFVCBA6BASE8	8 VLV BX ADPT #6 SPIDER *X	1	122.840	EA	122.84
SP-TDOMVB	DOM TYLER 3 PC G VALVE BOX	6	436.000	EA	2616.00
AFC2506MMLAOL	6 DI MJ RW OL GATE VLV L/A	4	1198.780	EA	4795.12
MJGAU	6 MJ GSMT	9	7.200	EA	64.80
E2006PV	6 MEGALUG F/ C900/IPS PVC	9	62.760	EA	564.84
EAFVCBA6BASE6	6 VLV BX ADPT #6 SPIDER *X	4	115.440	EA	461.76
DMJRLAXU	DOM 8X6 MJ C153 RED L/A	1	184.700	EA	184.70
DMJTLAX	DOM 8 MJ C153 TEE L/A	1	362.030	EA	362.03
PSMJBTBHNFN	3/4X3-1/2 MJ BLUE T-HEAD B&N	90	3.950	EA	355.50
RALPHAA1120HDPE	10 ALPHA C 10.75-11.20x12 SBR-304SS	1	1015.020	EA	1015.02

**Net Total:** \$16668.91  
**Tax:** \$0.00  
**Freight:** \$0.00  
**Total:** \$16668.91



**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2518&on=25021>



Fax: 763-560-1799

17:08:38 APR 10 2024

**Reference No:** B163603

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>  
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to  
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<https://survey.medallia.com/?bidsorder&fc=2518&on=25021>



## CITY COUNCIL AGENDA REPORT

---

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Paul Carpenter, Public Works Director  
**SUBJECT:** Hot Patch Trailer  
**DATE:** May 6, 2024

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### **OVERVIEW:**

In 2023 staff installed roughly 23 tons of cold patch to our city streets. The cost of cold patch is \$750.00 a ton totaling a cost \$17,250.00. A hot patch trailer would allow us to buy hot mix from an asphalt plant which currently is \$72.00 a ton. The cost saving would be \$15,594.00 in one year.

- Hot patch mix costs approximately 90% less than purchasing cold patch by the pallet.
- Staff can be more efficient at pothole repair with hot versus cold mix.
- The trailer will pay for itself by product savings and staff time in approximately five years.

### **ACTION TO BE CONSIDERED:**

Council to authorize staff to sign for the purchase of a hot patch trailer from STEPP MFG in the amount of \$44,198.00, per state bid pricing, to be delivered in May of 2025 due to long lead times.

### **BUDGET IMPLICATION:**

The money will be taken out of the miscellaneous equipment in the CIP for this purchase.

Attachments:

- Quote from STEPP MFG (State bid pricing)



WWW.STEPPMFG.COM

# QUOTE SP Agenda Item # 4L.

jason@steppmfg.com / VP Sales  
 charlie@steppmfg.com / East Coast Rep ~ carl@steppmfg.com / Midwest Rep  
 cody@steppmfg.com /North East Central Rep ~ jodylmoses@gmail.com /South Atlantic Rep

Stepp Manufacturing Co., Inc. 12325 River Road North Branch MN 55056 Ph: 651-674-4491 Fax: 651-674-4221

TO	Jeremy Shook	COMPANY	City of St. Francis
PHONE/FAX		ADDRESS	4058 Saint Francis Blvd NW
EMAIL	<a href="mailto:jshook@stfrancismn.org">jshook@stfrancismn.org</a>	CITY/STATE/ZIP	St. Francis, MN 55070
CONTRACT:	MN DOT Pavement SWIFT event 12218		

DATE	EARLIEST SHIP	FOB	SALES REPRESENTATIVE
4/23/2024	240-300 Days ARO	FACTORY	CARL ABBOTT

ITEM #	DESCRIPTION	QTY	UNIT TOTAL	LINE TOTAL
SPH-2.0	Stepp Premix Heater-SPH -2.0 Cubic Yard [3 ton]	1	21,984.00	\$ 21,984.00
	Air jacketed, includes lights, electric brakes and burner			
	Diesel Burner w/ Automatic Temperature Controls	1	6,657.00	6,657.00
	Dump Trailer Power Up/Power Down	1	8,162.00	8,162.00
	Diesel Burner Enclosure	1	677.00	677.00
	Flush Mounted Strobe Light (set of 2)	1	499.00	499.00
	Spare Tire w/ Holder	1	931.00	931.00
	Compactor Plate Carrier	1	2,215.00	2,215.00
	Platform w/ Railing and Steps (not available w/ Tack Tank)	1	1,039.00	1,039.00
	Shovel Cleaning Compartment	1	995.00	995.00
	LED Lights	1	538.00	538.00
	Stainless Steel Tool Holder x 2	1	340.00	340.00
	<b>Options to Consider:</b>			
	Washdown System	1,022.00		
	Hose Reel for Washdown	766.00		
	10# Fire Extinguisher	356.00		
	Tool Box 10" x 10" x24"	499.00		
	Battery Charger	670.00		

**NOTE:** CANNOT PROCESS ORDER UNTIL SPECIFIED

**PAINT:** Hwy Orange

**LIGHT PLUG:** 7 Pin RV

**HITCH:** 2-5/16" Pintle

Subtotal \$ 44,037.00

\$ -

% Tax

Freight 161.00

Total Due \$ 44,198.00

All prices herein quoted are exclusive of sales, use, and other excise taxes. All such taxes, and any other taxes measured in whole or part, by gross receipts applicable to this transaction are to be borne by the purchaser. All export, import, and other duties, tariffs, and customs shall be paid for by the purchaser. If exemption is claimed by the purchaser from any of the foregoing, the purchaser shall furnish satisfactory proof of such exemption. \*Please note: This quote is valid for 20 days from the above date.

*Please remit back a signed copy to process the quote as an order to [jason@steppmfg.com](mailto:jason@steppmfg.com)*

*Special Instructions:*

Ordered By Signature \_\_\_\_\_

Approved By Signature \_\_\_\_\_

**INTERNAL USE ONLY:**

Stepp Order #		Down Payment		Amount:	
Date Ordered		Credit Card		Card Type	
Delivery Date		Card Number:			
P. O. #		On Terms	X		
Ship Via		Letter of Credit			



# CITY COUNCIL AGENDA REPORT

---

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Paul Carpenter, Public Works Director  
**SUBJECT:** Zero Turn Replacement  
**DATE:** May 6, 2024

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**OVERVIEW:**

The zero turn mowers are our main pieces of equipment utilized in the parks for mowing maintenance during the summer months. We have discovered that 5 years is about the useful life of these pieces of equipment before we start performing major repairs on them.

**ACTION TO BE CONSIDERED:**

Council to authorize the purchase of the new zero turn mower from Elite Lift Truck in the amount of \$24,567.00 per state bid. The price listed also includes the old mower trade in.

**BUDGET IMPLICATION:**

There is \$15,500.00 in the Capital Equipment Plan for this routine mower replacement and the remaining \$9,067.00 will come out of miscellaneous equipment in the CIP.

Attachments:

- Quote from Elite Lift Truck



7575 Highway 10 NW  
 Ramsey, MN 55303

# Estimate

Date	Estimate No.
4/30/2024	29125

Name/Address
City of St. Francis Jeremy Shook 23340 Cree St. NW St. Francis, MN 55070 763-233-5200

Rep	FOB
DSR	Warehouse

Item	Description	Qty	Rate	Location	Total
944058	Hustler Super 104, Kawasaki FX1000 EFI (38.5 HP)	1	37,557.00		37,557.00
Discount	Bid Assist Discount - 27%	1	-10,140.00		-10,140.00
Trade	2019 Hustler Super Z with grass catcher Repairs are needed to get unit ready for resale  4 to 8 week lead-time to get the new mower in. We would need a purchase order from the city before the mower can be placed on order.	1	-2,850.00		-2,850.00

<b>Total</b>	\$24,567.00
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<b>Phone #</b>
763-421-9081
info@elitelift.com
www.elitelift.com

**Signature** \_\_\_\_\_

Please sign and date above if you approve this proposal. Customer cancellations may be subject to restocking charges, as well as, inbound and outbound freight charges.



# CITY COUNCIL AGENDA REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Darcy Mulvihill, Finance  
**SUBJECT:** OPUS Utility Billing Contract Renewal  
**DATE:** May 6, 2024

**OVERVIEW:**

The city’s five-year contract with OPUS 21 was up on May 1, 2024. This contract provides for the city’s utility billing services. The fees are based on several services as listed below with nominal increases in some areas.

	Previous	2024 Renewal
CIS Data Hosting	0.38	0.41
Bill Production	0.26	0.28
Bill Print	0.21	0.30
e-Bill	0.07	0.07
Customer Service	0.22	0.27
Lockbox	0.25	0.26
On Line	0.14	0.16
ACH	0.05	0.05

Overall in 2023, the city paid OPUS \$34,888.61 for services. Cost increase are estimated between \$2,000 and \$4,000.

**ACTION TO BE CONSIDERED:**

Motion to approve the agreement with OPUS 21.

**BUDGET IMPLICATION:**

This is budgeted and paid by the Water and Sewer Funds.

**OPUS<sup>21</sup> MANAGEMENT SOLUTIONS  
RENEWAL OF MASTER AGREEMENT FOR CITY OF ST. FRANCIS**

**OPUS<sup>21</sup> Agreement Number: Renewal 5217  
Date Effective: May 1, 2024**

THIS renewal of **OPUS<sup>21</sup> Master Agreement** (this “Agreement”), is made and entered effective May 1, 2024, by and between OPUS<sup>21</sup> MANAGEMENT SOLUTIONS, LLC., 680 Commerce Dr., Suite 160, Woodbury, MN 55125 (“OPUS<sup>21</sup>”) and City of St. Francis, a Minnesota Municipal Corporation, 23340 Cree Street NW, St. Francis, MN 55070 (“Customer”).

Recitals

- A. OPUS<sup>21</sup> and St. Francis agree that all products and services to be provided by OPUS<sup>21</sup> to St. Francis shall be furnished only under the terms and conditions of this Agreement and its attached Schedule No. 1 (the “Schedule”); and
- B. OPUS<sup>21</sup> is a technology product and service firm specializing in providing certain technology software products and services that OPUS<sup>21</sup> has developed, owns or leases; and
- C. St. Francis desires to purchase products or services from OPUS<sup>21</sup> pursuant to the terms and conditions contained in this Agreement and the attached Schedules; and St. Francis believes that the provision of OPUS<sup>21</sup> services and products to St. Francis residents is cost-effective and in the best interests of St. Francis and its customers; and

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed to as follows:

1 **Definition of Terms.** As used herein:

- 1.1 **“Event of Default”** – Failure to perform the obligations required of a party to this Agreement pursuant to the terms of this Agreement.
- 1.2 **“Project”** – The products and services provided by OPUS<sup>21</sup> for St. Francis.
- 1.3 **“Parties”** – Collectively, St. Francis and OPUS<sup>21</sup>.
- 1.4 **“Schedule”** – Attachment 1 to this Agreement, which are made a part of this Agreement for all purposes.
- 1.5 **“OPUS<sup>21</sup> Custom Software”** – Software developed by OPUS<sup>21</sup> specifically for St. Francis or OPUS<sup>21</sup> Core Software customized by OPUS<sup>21</sup> specifically for St. Francis.
- 1.6 **“OPUS<sup>21</sup> Core Software”** – Software developed or customized by OPUS<sup>21</sup> but not specifically for St. Francis.
- 1.7 **“OPUS<sup>21</sup> Software”** – OPUS<sup>21</sup> Custom Software and OPUS<sup>21</sup> Core Software. OPUS<sup>21</sup> Software does not include the Source Code.
- 1.8 **“Third-Party Software”** – Software in machine-readable form provided by OPUS<sup>21</sup> to St. Francis that is not developed or customized by OPUS<sup>21</sup>. Third-Party Software does not include the Source Code.
- 1.9 **“Software”** – OPUS<sup>21</sup> Software and Third-Party Software.
- 1.10 **“Source Code”** – A copy of the computer programming code in human-readable or other

form.

- 2 **Term of Agreement.** This Agreement shall be effective upon execution by both parties and shall continue in force through completion of services described in the “Schedule” unless earlier terminated in accordance with the terms herein.
- 3 **Compensation.** The amount of compensation St. Francis shall pay OPUS<sup>21</sup> for the products and services provided by OPUS<sup>21</sup> hereunder as set forth in the Schedules. All compensation shall be payable by St. Francis Net 30 days.
- 4 **Confidentiality of ST. FRANCIS's Information.**
  - 4.1 OPUS<sup>21</sup> acknowledges that St. Francis is subject to the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13), and that the data and information provided to OPUS<sup>21</sup> under this Agreement or through the provision of services for St. Francis pursuant to this Agreement shall be administered in accordance with Minnesota Statutes, Chapter 13, and all data shall be maintained in accordance with all applicable laws, rules, and regulations. Such data and information shall include data and information defined by OPUS<sup>21</sup> as confidential and as a proprietary asset any information or materials that come to the attention of OPUS<sup>21</sup> by reason of (a) the presence of OPUS<sup>21</sup>'s agents, employees, or representatives at St. Francis's site, or (b) OPUS<sup>21</sup> furnishing services to St. Francis in connection with this Agreement (such information, materials, and records collectively being referred to as “St. Francis's Confidential or Proprietary Information”).
  - 4.2 Notwithstanding anything herein to the contrary, St. Francis’s Confidential or Proprietary Information shall not include: (a) information that comes into the public domain except as a result of a breach of this confidentiality provision; (b) information received by OPUS<sup>21</sup> from a third party not under any obligation of confidentiality with respect thereto; (c) information that is independently developed by OPUS<sup>21</sup> personnel who have not had access to St. Francis’s Confidential or Proprietary Information; (d) information required to be disclosed under operation of law; or (e) information approved in advance in writing for disclosure by St. Francis.
  - 4.3 OPUS<sup>21</sup> agrees to cooperate with St. Francis in the event St. Francis is required to respond to a request for data pursuant to Minnesota Statutes, Chapter 13.
- 5 **Intellectual Property.** All computer programs, including the OPUS<sup>21</sup> Software, related documentation, written procedures, and copies of transcripts, Source Codes, and similar items are proprietary to and shall be considered trade secrets and confidential information remaining the property of OPUS<sup>21</sup>. St. Francis agrees that, other than those disclosures and records required to be made or maintained pursuant to Minnesota Law, it will not disclose to any third party at any time (either during or after termination of this Agreement) any OPUS<sup>21</sup> “trade secret information” as that term is defined in Minnesota Statutes, Section 13.37. St. Francis shall maintain all documentation related to or arising from this Agreement as required by its records retention policy, with such trade secret information maintaining its classification during the term of retention. All original input data items shall remain the property of St. Francis and will be returned pursuant to St. Francis's instructions, except as may be required by the Minnesota Government Data Practices Act as determined by a Court of competent jurisdiction. St. Francis shall retain or destroy all original input documentation and other



documentation in accordance with its own procedures.

**6 Modification.**

- 6.1 Either party may modify this Agreement or any Schedules through mutual agreement of both parties.
- 6.2 In the Event of Default the non-defaulting party may terminate this Agreement or any Schedule.
- 6.3 In the event of modification for any reason, St. Francis will pay all amounts due and payable under this Agreement up to the effective date of modification, and St. Francis may retain and use any products or services delivered to St. Francis prior to the date of modification as governed by the terms and good standing of the Agreement.

**7 Hold Harmless and Indemnification.**

- 7.1 **By OPUS<sup>21</sup>.** OPUS<sup>21</sup> shall indemnify, defend and hold harmless St. Francis against any loss, damage or expense incurred by St. Francis as a result of claims, actions or proceedings brought by any third party arising out of OPUS<sup>21</sup>'s performance or failure to perform under the terms and conditions of this Agreement including St. Francis's reasonable attorney's fees and any money damages or costs awarded in respect of any such claim(s) and any suit raising any such claim(s); provided, however, that (a) St. Francis shall have given OPUS<sup>21</sup> prompt written notice of any such claim, demand, suit or action; (b) St. Francis shall cooperate with said defense by complying with OPUS<sup>21</sup>'s reasonable instructions and requests to St. Francis in connection with said defense; and (c) OPUS<sup>21</sup> shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof.
- 7.2 **By ST. FRANCIS.** St. Francis shall indemnify, defend and hold harmless OPUS<sup>21</sup> against any loss, damages or expense incurred by OPUS<sup>21</sup> as a result of claims, actions or proceedings brought by any third party arising out of St. Francis's performance or failure to perform under the terms and conditions of this Agreement including OPUS<sup>21</sup>'s reasonable attorney's fees and any money damages or costs awarded in respect of any such claim(s) and any suit raising any such claim(s); provided, however, that (a) OPUS<sup>21</sup> shall have given St. Francis prompt written notice of any such claim, demand, suit or action; (b) OPUS<sup>21</sup> shall cooperate with said defense by complying with St. Francis's reasonable instructions and requests to OPUS<sup>21</sup> in connection with said defense; and (c) St. Francis shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof.
- 7.3 The indemnity obligations contained in this section 7 shall survive termination of this Agreement. Nothing in this Section shall be construed as a waiver of any liability limits or immunities contained in Minnesota Statutes, Chapter 466.

**8 Notices.** All notices and other communications under this Agreement must be in writing and shall be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties at the following addresses or facsimile numbers (or at such other address or facsimile number as a party may designate by like notice to the other parties):

To OPUS<sup>21</sup>:

OPUS<sup>21</sup> Management Solutions, LLC  
Attention: Lynn Shuba, President  
680 Commerce Drive, Suite 160  
Woodbury, MN 55125

To ST. FRANCIS:

City of St. Francis  
Attention: Darcy Mulvihill, Finance Director  
23340 Cree Street NW  
St. Francis, MN 55070

Any notice or other communication shall be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the third (3<sup>rd</sup>) day after the date of receipt in the United States Mail, or (c) on the date of confirmed delivery by facsimile or overnight delivery service.

- 9 **Governing Law/Dispute Resolution.** This Agreement shall be governed by, construed, and enforced under and in accordance with the Laws of the State of Minnesota. In the event of any litigation arising under or construing this Agreement, Plaintiff agrees to bring any action in the State of Minnesota. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith to settle any dispute amicably between them. If any dispute arises between the parties either relating to this Agreement or in any way arising out of this Agreement then the complaining party shall provide a notice of such dispute, in writing, to the other party. Such notice shall include both a specific description of the disputed issues and suggested action(s) to remedy such dispute. The Parties shall thereafter attempt, in good faith, to settle such dispute. If no resolution of the dispute is reached within forty-five (45) days of the notice of dispute, then either party may pursue any legal remedy it may have available including instituting suit in a court of competent jurisdiction.
- 10 **Binding Nature and Assignment.** This Agreement shall bind the Parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party, except that the term “Assignment” shall not include any transfer by merger, acquisition, stock transfer or other consolidation with another entity. Notwithstanding the foregoing, St. Francis shall affect no assignment or transfer by merger, acquisition, stock transfer, sale of substantially all of the assets or consolidation to or with any entity engaged substantially in the business of providing software and/or related services that are similar to the software and services provided by OPUS<sup>21</sup>.
- 11 **No Third-Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than OPUS<sup>21</sup> and St. Francis. OPUS<sup>21</sup> reserves the right to enforce the terms and conditions of this Agreement against all Third-Party.
- 12 **Force Majeure.** Neither party shall be in default by reason of any failure in the performance of this Agreement (except failure to pay) if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy,

acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

- 13 **Records.** OPUS<sup>21</sup> shall maintain such records as are deemed necessary by St. Francis to ensure that the products and services are provided as represented by OPUS<sup>21</sup>. All records, information, materials and other work products, including, but not limited to the completed reports, plans, and specifications prepared and developed in connection with the provision of products and services pursuant to this Agreement shall become the property of ST. FRANCIS upon delivery to St. Francis representatives, except as otherwise set forth in paragraphs 4 and 5.
- 14 **Discrimination.** OPUS<sup>21</sup> agrees not to discriminate in providing its products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion.
- 15 **Entire Agreement.** This Agreement, the Recitals, and the Schedules contain the entire understanding of the Parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the Parties relative to its subject matter. No amendment to, or change, waiver or discharge of any provision of this Agreement shall be valid unless in writing and signed by any authorized representative of the party against which such amendment, change, waiver or discharge is sought to be enforced.
- 16 **Signature Authority.** Each party represents and warrants to the other that the signatory of that party is authorized to enter into this Agreement for and on behalf of that party.
- 17 **Relationship of the Parties.** The relationship of the Parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (a) give any party the power to direct and control the day-to-day activities of the other; or (b) constitute such Parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (c) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent, employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.
- 18 **Approvals and Similar Actions.** Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld, unless specifically permitted by this Agreement.
- 19 **Publicity.** Either party hereto may prepare press releases concerning the existence of this Agreement and may reference the other party and this Agreement in its advertising, sales promotions, trade shows, or other marketing material, subject to review, comment, revision and prior written approval of the other party which approval shall not be unreasonably delayed or withheld.
- 20 **Severability.** If any provision of this Agreement is held to be unenforceable, then both Parties

shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent or, if that is not possible, by substituting another provision that is enforceable and achieves the same objective and economic result. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, INDEMNIFICATION OR EXCLUSION OF DAMAGES OR OTHER REMEDIES IS INTENDED TO BE ENFORCED AS SUCH. FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY UNDER THIS AGREEMENT IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES OR OTHER REMEDIES SHALL REMAIN IN EFFECT.

- 21 **Waiver.** No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights.
- 22 **Attorneys' Fees.** If any legal action or other proceeding is brought against the other party to this Agreement for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which a court of competent jurisdiction determines such party is entitled to.
- 23 **Compliance with Laws.** Each party shall comply with all governmental, including federal, state, and local laws, statutes, rules and regulations applicable to this Agreement.
- 24 **Conflicts between Agreements.** In the event that any terms of this Agreement conflict with any Schedule(s), License Agreement, or Support Services Agreement, outside this Agreement the specific terms of those particular schedules or agreements will govern.
- 25 **Termination of Agreement.** Upon termination of this Agreement, OPUS<sup>21</sup> will assist St. Francis, on a time and material basis, in transferring the data to another system in a professional and timely manner.
- 26 **Certificate of Liability Insurance:** Upon enactment of this Agreement, OPUS<sup>21</sup> will maintain St. Francis as an additional insured to the OPUS<sup>21</sup> insurance policy. OPUS<sup>21</sup> will provide St. Francis with documentation of compliance with this paragraph upon the request of St. Francis.
- 27 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- 28 **Ownership of Data and Customer Records:** It is hereby acknowledged by OPUS<sup>21</sup> the data and customer records belongs to the Customer. If an event would occur at the end of this agreement where the Customer choses to use a different service, OPUS<sup>21</sup> will act in a professional

and timely manner in the transition of the data. Professional Group Service fees per Schedule 1 may apply.

**Accepted by:**

**OPUS<sup>21</sup> Management Solutions, LLC**

**City of St. Francis**

**By:** \_\_\_\_\_  
**Lynn Shuba**  
**Its: President**

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_

**Attest By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

SCHEDULE NO. 1  
Base Services and Cost

This Schedule is part of the **Master Agreement** No. 5217 between OPUS<sup>21</sup> and the City of St. Francis effective May 1, 2024.

NOW, THEREFORE, the Parties agree as follows:

**1. Term of Agreement.**

The term of this agreement will be 60 months.

**2. Cost of Services.**

CIS Data Hosting	0.41
Bill Production	0.28
Bill Print	0.30
e-Bill	0.07
Customer Service	0.27
Lockbox	0.26
On Line	0.16
ACH	0.05

USPS Postage and related fees are regarded as a pass-through cost service.

On its anniversary date, an adjustment not to exceed the Federal Register Cost of Living Index.

Projects and special request will be based on time and material.



# CITY COUNCIL AGENDA REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Jodie Steffes, Community Development Specialist  
**SUBJECT:** Rental License Approvals  
**DATE:** May 6, 2024

**OVERVIEW:**

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

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

The tentative timeline of the City rental program will be as follows:

- November, letter to applicable rental properties
- January 15<sup>th</sup>, rental applications due
- Completed applicants move to Council
- February 1<sup>st</sup> – second letter with late fee to missing applications
- March 16<sup>th</sup> – third letter with late fees to missing applications
- First week of May – first Citation notice to be sent on missing applications

As rental property applications are received, inspections are conducted on select properties. The attached property units with addresses ending in the even numbers have been inspected and are ready for Council approval. The properties to be considered have been shown to meet all of the requirements in City Code Chapter 4, Section 6.

**ACTION TO BE CONSIDERED:**

Approval of Rental Licenses for properties:

RENTAL PROPERTY ADDRESS	OWNER/MANAGER	CITY COUNCIL PACKET
22790 ELDORADO ST NW	ALLEN PROPERTIES	5/6/2024
22794 ELDORADO ST NW	ALLEN PROPERTIES	5/6/2024
3832 232 <sup>ND</sup> AVE NW #105	BERNU, LARRY	5/6/2024
23524 YUCCA ST NW	YUCCA LLC	5/6/2024



**CITY COUNCIL AGENDA  
REPORT**

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**TO:** Mayor and Council  
**FROM:** Jenni Wida, City Clerk  
**SUBJECT:** St. Francis Lions Club Temporary On-Sale License for Pioneer Days 2024  
**DATE:** May 6, 2024

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**OVERVIEW:**

We have received an application for a Temporary On-Sale Liquor License from the St. Francis Lions Club for Pioneer Days 2024. In the past, council has waived the permit fee for community events.

**ACTION TO BE CONSIDERED:**

Motion to approve the license and waive permit fees associated with Pioneer Day applicants.





Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement Division  
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101  
 651-201-7507 TTY 651-282-6555

Agenda Item # 4P.

**APPLICATION AND PERMIT FOR A 1 DAY  
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization  Date of organization  Tax exempt number

Organization Address (No PO Boxes)  City  State  Zip Code

Name of person making application  Business phone  Home phone

Date(s) of event  Type of organization  Microdistillery  Small Brewer  
 Club  Charitable  Religious  Other non-profit

Organization officer's name  City  State  Zip Code

Organization officer's name  City  State  Zip Code

Organization officer's name  City  State  Zip Code

Location where permit will be used. If an outdoor area, describe.  
 Lions Community Park St. Francis Pioneer Day 2024  
 27825 St. Francis Blvd  
 St. Francis MN 55070

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

West Bend Mutual Insurance # 8059564 Liquor Liability  
 1900 So 16th Ave  
 West Bend, WI 53096 # 8059534 General Liability

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license \_\_\_\_\_ Date Approved \_\_\_\_\_  
 Fee Amount \_\_\_\_\_ Permit Date \_\_\_\_\_  
 Event in conjunction with a community festival  Yes  No \_\_\_\_\_  
 Current population of city \_\_\_\_\_ City or County E-mail Address \_\_\_\_\_

Please Print Name of City Clerk or County Official \_\_\_\_\_

Signature City Clerk or County Official \_\_\_\_\_

**CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event  
 No Temp Applications faxed or mailed. Only emailed.**

**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.**

**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY  
 PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY  
 CITY/COUNTY TO [AGE.TEMPORARYAPPLICATION@STATE.MN.US](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN.US)**





# CITY COUNCIL AGENDA REPORT

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**TO:** Mayor & City Council  
**FROM:** Jenni Wida, City Clerk  
**SUBJECT:** Public Dance License  
**DATE:** May 6, 2024

**OVERVIEW:**

Tasty Pizza Bar & Bowl has submitted an application for a Public Dance License which includes outdoor music for an event held in correlation with Pioneer Days.

**ACTION TO BE CONSIDERED:**

Approve License application

**BUDGET IMPLICATION:**

None



# CITY COUNCIL AGENDA REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Darcy Mulvihill, Finance Director  
 Natalie Santillo, Accounting Tech/Deputy Clerk  
**SUBJECT:** Payment of Claims  
**DATE:** May 6, 2024

**OVERVIEW:**

Attached are the bills received since the last council meeting. Total checks to be written are \$326,862.68 plus any additional bills that are handed out at council meeting.

Other Payments to be approved:

Debt service payments –N/A

Direct Transfers from Previous Month-N/A

Credit Card Payment- N/A

Manual Checks- N/A

**ACTION TO BE CONSIDERED:**

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

**BUDGET IMPLICATION:**

City bills

Attachments:

- 05-06-2024 Packet List-\$326,862.68

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 05/07/2024 - 05/07/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4R.

Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
<b>Vendor 3811 - ANOKA COUNTY TREASURY</b>							
B240416P 00035634	ANOKA COUNTY TREASURY	04/16/2024		225.00	225.00	Open	N
	BROADBAND	NSANTILLO					05/06/2024
	101-42110-40321	TELEPHONE		37.50		1.00	37.50
	101-42210-40321	TELEPHONE		37.50		1.00	37.50
	101-43100-40321	TELEPHONE		37.50		1.00	37.50
	101-45200-40321	TELEPHONE		37.50		1.00	37.50
	601-49440-40321	TELEPHONE		37.50		1.00	37.50
	602-49490-40321	TELEPHONE		37.50		1.00	37.50
Total Vendor 3811 - ANOKA COUNTY TREASURY				225.00	225.00		
<b>Vendor 2591 - ASPEN MILLS</b>							
330955 00035492	ASPEN MILLS	04/04/2024		571.70	571.70	Open	N
	UNIFORMS-HENNES	DMULVIHILL					05/06/2024
	101-42210-40437	UNIFORMS		571.70		1.00	571.70
331461 00035610	ASPEN MILLS	04/16/2024		82.66	82.66	Open	N
	UNIFORMS - SCHWIEGER, T.	NSANTILLO					05/06/2024
	101-42110-40437	UNIFORMS - SCHWIEGER, T.		82.66		1.00	82.66
331637 00035624	ASPEN MILLS	04/18/2024		149.85	149.85	Open	N
	UNIFORMS-C JOHNSON	DMULVIHILL					05/06/2024
	101-42210-40437	UNIFORMS		149.85		1.00	149.85
331667 00035663	ASPEN MILLS	04/18/2024		572.00	572.00	Open	N
	PATCHES-PINK	DMULVIHILL					05/06/2024
	101-42110-40437	UNIFORMS		572.00		1.00	572.00
331229 00035684	ASPEN MILLS	04/19/2024		164.90	164.90	Open	N
	UNIFORMS-DZURIS	DMULVIHILL					05/06/2024
	101-42110-40437	UNIFORMS		164.90		1.00	164.90
332205 00035704	ASPEN MILLS	04/29/2024		334.50	334.50	Open	N
	UNIFORMS-B MARSHALL	DMULVIHILL					05/06/2024
	101-42210-40437	UNIFORMS		334.50		1.00	334.50

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 05/07/2024 - 05/07/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4R.

Invoice Number	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inv Ref #	GL Distribution	Entered By			Units	Quantity	Post Date
Inventory							Unit Price
<b>Vendor 2591 - ASPEN MILLS</b>							
332204							
00035705	ASPEN MILLS	04/29/2024		304.50	304.50	Open	N
	UNIFORMS-ROGERS	DMULVIHILL					05/06/2024
	101-42210-40437	UNIFORMS		304.50		1.00	304.50
<b>332203</b>							
00035706	ASPEN MILLS	04/29/2024		274.50	274.50	Open	N
	UNIFORMS-PREISS	DMULVIHILL					05/06/2024
	101-42210-40437	UNIFORMS		274.50		1.00	274.50
<b>332202</b>							
00035707	ASPEN MILLS	04/29/2024		274.50	274.50	Open	N
	UNIFORMS-P TROYE	DMULVIHILL					05/06/2024
	101-42210-40437	UNIFORMS		274.50		1.00	274.50
Total Vendor 2591 - ASPEN MILLS					<u>2,729.11</u>	<u>2,729.11</u>	
<b>Vendor 6591 - BAYCOM, INC</b>							
EQUIPINV_049030							
00035494	BAYCOM, INC	04/17/2024		495.00	495.00	Open	N
	BACKSEAT CAMERA	DMULVIHILL					05/06/2024
	101-42110-40218	EQUIPMENT MAINTENANCE		495.00		1.00	495.00
Total Vendor 6591 - BAYCOM, INC					<u>495.00</u>	<u>495.00</u>	
<b>Vendor 53 - BELLBOY CORPORATION BAR SUPPLY</b>							
0203279500							
00035491	BELLBOY CORPORATION BAR SUPPLY	04/16/2024		615.40	615.40	Open	N
	LIQUOR/THC	CBUSKEY					04/16/2024
	609-49751-40206	FREIGHT		13.50		1.00	13.50
	609-49751-40251	LIQUOR		256.90		1.00	256.90
	609-49751-40257	THC		345.00		1.00	345.00
<b>0203424400</b>							
00035720	BELLBOY CORPORATION BAR SUPPLY	04/30/2024		361.29	361.29	Open	N
	LIQUOR	CBUSKEY					04/30/2024
	609-49751-40206	FREIGHT		13.50		1.00	13.50
	609-49751-40251	LIQUOR		347.79		1.00	347.79

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 05/07/2024 - 05/07/2024

POSTED AND UNPOSTED  
OPEN

Agenda Item # 4R.

Invoice Number

Inv Ref #	Vendor Description	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution				Units	Quantity	Unit Price
<b>Vendor 53 - BELLBOY CORPORATION BAR SUPPLY</b>							
0108293200							
00035721	BELLBOY CORPORATION BAR SUPPLY	04/30/2024		260.04	260.04	Open	N
	MISC/OPERATING		CBUSKEY				04/30/2024
	609-49751-40206		FREIGHT	7.19		1.00	7.19
	609-49751-40254		MISCELLANEOUS MERCHANDISE	52.00		1.00	52.00
	609-49750-40210		OPERATING SUPPLIES	200.85		1.00	200.85
Total Vendor 53 - BELLBOY CORPORATION BAR SUPPLY					<u>1,236.73</u>	<u>1,236.73</u>	
<b>Vendor 10701 - BLAKE DRILLING COMPANY, INC</b>							
18793							
00035723	BLAKE DRILLING COMPANY, INC	04/30/2024		500.00	500.00	Open	N
	TEST DRILL		NSANTILLO				05/06/2024
	601-49440-40229		PROJECT MAINTENANCE	500.00		1.00	500.00
Total Vendor 10701 - BLAKE DRILLING COMPANY, INC					<u>500.00</u>	<u>500.00</u>	
<b>Vendor 7244 - BREAKTHRU BEVERAGE</b>							
115357501							
00035617	BREAKTHRU BEVERAGE	04/18/2024		1,048.00	1,048.00	Open	N
	BEER		CBUSKEY				04/18/2024
	609-49751-40252		BEER	1,048.00		1.00	1,048.00
115362569							
00035618	BREAKTHRU BEVERAGE	04/18/2024		1,986.35	1,986.35	Open	N
	LIQUOR/WINE		CBUSKEY				04/18/2024
	609-49751-40206		FREIGHT	29.00		1.00	29.00
	609-49751-40253		WINE	180.00		1.00	180.00
	609-49751-40251		LIQUOR	1,777.35		1.00	1,777.35
412177235							
00035621	BREAKTHRU BEVERAGE	04/18/2024		(507.90)	(507.90)	Open	N
	LIQUOR		CBUSKEY				04/18/2024
	609-49751-40251		LIQUOR	(505.00)		1.00	(505.00)
	609-49751-40206		FREIGHT	(2.90)		1.00	(2.90)
115472313							
00035671	BREAKTHRU BEVERAGE	04/25/2024		343.30	343.30	Open	N
	LIQUOR		CBUSKEY				04/25/2024
	609-49751-40206		FREIGHT	2.04		1.00	2.04
	609-49751-40251		LIQUOR	341.26		1.00	341.26

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Inventory	GL Distribution				Units	Quantity	Unit Price
<b>Vendor 7244 - BREAKTHRU BEVERAGE</b>							
412204211							
00035689	BREAKTHRU BEVERAGE	04/29/2024		(68.90)	(68.90)	Open	N
	LIQUOR	JPFEIFER					04/29/2024
	609-49751-40251	LIQUOR		(68.90)		1.00	(68.90)
Total Vendor 7244 - BREAKTHRU BEVERAGE					<u>2,800.85</u>	<u>2,800.85</u>	
<b>Vendor 5498 - BROTHERS FIRE &amp; SECURITY</b>							
w32531							
00035639	BROTHERS FIRE & SECURITY	04/11/2024		475.00	475.00	Open	N
	ALARM INSPECTION	JSHOOK					05/06/2024
	101-43100-40401	BUILDINGS MAINTENANCE		95.00		1.00	95.00
	101-45200-40401	BUILDINGS MAINTENANCE		95.00		1.00	95.00
	601-49440-40401	BUILDINGS MAINTENANCE		95.00		1.00	95.00
	602-49490-40401	BUILDINGS MAINTENANCE		95.00		1.00	95.00
	101-42110-40401	BUILDINGS MAINTENANCE		95.00		1.00	95.00
w32692							
00035690	BROTHERS FIRE & SECURITY	04/22/2024		2,360.00	2,360.00	Open	N
	SPRINKLER SYSTEM INSPECTION	JSHOOK					05/06/2024
	101-43100-40401	BUILDINGS MAINTENANCE		472.00		1.00	472.00
	101-45200-40401	BUILDINGS MAINTENANCE		472.00		1.00	472.00
	601-49440-40401	BUILDINGS MAINTENANCE		472.00		1.00	472.00
	602-49490-40401	BUILDINGS MAINTENANCE		472.00		1.00	472.00
	101-42110-40401	BUILDINGS MAINTENANCE		472.00		1.00	472.00
Total Vendor 5498 - BROTHERS FIRE & SECURITY					<u>2,835.00</u>	<u>2,835.00</u>	
<b>Vendor 9051 - C. EMERY NELSON, INC</b>							
42207							
00035609	C. EMERY NELSON, INC	04/16/2024		450.95	450.95	Open	N
	WWTP SUPPLIES	NSANTILLO					05/06/2024
	602-49490-40229	PROJECT MAINTENANCE		450.95		1.00	450.95
Total Vendor 9051 - C. EMERY NELSON, INC					<u>450.95</u>	<u>450.95</u>	
<b>Vendor 7779 - CAPITOL BEVERAGE SALES, L.P</b>							
2976538							
00035694	CAPITOL BEVERAGE SALES, L.P	04/30/2024		(8.67)	(8.67)	Open	N
	THC	CBUSKEY					04/30/2024
	609-49751-40257	THC		(8.67)		1.00	(8.67)



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<b>Vendor 7779 - CAPITOL BEVERAGE SALES, L.P</b>							
2976539							
00035695	CAPITOL BEVERAGE SALES, L.P BEER/THC 609-49751-40257	04/30/2024 CBUSKEY		521.50	521.50	Open	N 04/30/2024
	609-49751-40252	THC		420.00		1.00	420.00
	609-49751-40252	BEER		101.50		1.00	101.50
Total Vendor 7779 - CAPITOL BEVERAGE SALES, L.P				512.83	512.83		
<b>Vendor 990 - CEDAR CREEK BAKING COMPANY</b>							
.04242024							
00035648	CEDAR CREEK BAKING COMPANY SFPD EVENTS 101-42110-40441	04/24/2024 NSANTILLO MISCELLANEOUS		166.00	166.00	Open	N 05/06/2024
				166.00		1.00	166.00
Total Vendor 990 - CEDAR CREEK BAKING COMPANY				166.00	166.00		
<b>Vendor 9746 - CENTURY COLLEGE</b>							
00783713							
00035701	CENTURY COLLEGE 2ND QTR BILLING 101-42210-40208	04/30/2024 NSANTILLO TRAINING		2,300.00	2,300.00	Open	N 05/06/2024
				2,300.00		1.00	2,300.00
Total Vendor 9746 - CENTURY COLLEGE				2,300.00	2,300.00		
<b>Vendor 6761 - COMPASS MINERALS, INC</b>							
1324955							
00035640	COMPASS MINERALS, INC SALT 101-00000-14100	04/11/2024 JSHOOK INVENTORY OF MATERIAL/SUPPLY		4,924.17	4,924.17	Open	N 05/06/2024
				4,924.17		1.00	4,924.17
Total Vendor 6761 - COMPASS MINERALS, INC				4,924.17	4,924.17		
<b>Vendor 83 - CONNEXUS ENERGY</b>							
COM0002494							
00035725	CONNEXUS ENERGY NEW SERVICE CITY HALL 404-41400-40589	05/01/2024 DMULVIHILL CITY HALL/FIRE STATION		23,128.00	23,128.00	Open	N 05/06/2024
				23,128.00		1.00	23,128.00
Total Vendor 83 - CONNEXUS ENERGY				23,128.00	23,128.00		

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Inventory	GL Distribution				Units	Quantity	Unit Price
<b>Vendor 83 - CONNEXUS ENERGY</b>							
<b>Vendor 8014 - CORE &amp; MAIN LP</b>							
U745150							
00035691	CORE & MAIN LP PARTS	04/19/2024		1,945.62	1,945.62	Open	N
	602-49490-40229	NSANTILLO PROJECT MAINTENANCE		972.81		1.00	05/06/2024 972.81
	601-49440-40229	PROJECT MAINTENANCE		972.81		1.00	972.81
Total Vendor 8014 - CORE & MAIN LP				1,945.62	1,945.62		
<b>Vendor 4854 - CRYSTAL SPRINGS ICE</b>							
4008431							
00035489	CRYSTAL SPRINGS ICE MISC	04/16/2024		226.35	226.35	Open	N
	609-49751-40206	CBUSKEY FREIGHT		4.00		1.00	04/16/2024 4.00
	609-49751-40254	MISCELLANEOUS MERCHANDISE		222.35		1.00	222.35
4008521							
00035693	CRYSTAL SPRINGS ICE MISC	04/29/2024		123.73	123.73	Open	N
	609-49751-40206	CBUSKEY FREIGHT		4.00		1.00	04/29/2024 4.00
	609-49751-40254	MISCELLANEOUS MERCHANDISE		119.73		1.00	119.73
Total Vendor 4854 - CRYSTAL SPRINGS ICE				350.08	350.08		
<b>Vendor 91 - DAHLHEIMER DIST. CO. INC</b>							
2163577							
00035498	DAHLHEIMER DIST. CO. INC BEER/MISC/NA	04/17/2024		11,842.32	11,842.32	Open	N
	609-49751-40254	CBUSKEY MISCELLANEOUS MERCHANDISE		204.00		1.00	04/17/2024 204.00
	609-49751-40255	N/A PRODUCTS		90.10		1.00	90.10
	609-49751-40252	BEER		11,548.22		1.00	11,548.22
2168340							
00035656	DAHLHEIMER DIST. CO. INC BEER	04/24/2024		12,498.55	12,498.55	Open	N
	609-49751-40252	CBUSKEY BEER		12,498.55		1.00	04/24/2024 12,498.55

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
<b>Vendor 91 - DAHLHEIMER DIST. CO. INC</b>							
2173835 00035722	DAHLHEIMER DIST. CO. INC BEER/LIQUOR/THC/MISC/NA	05/01/2024		32,241.81	32,241.81	Open	N 05/01/2024
	609-49751-40251	LIQUOR		1,350.00		1.00	1,350.00
	609-49751-40254	MISCELLANEOUS MERCHANDISE		204.00		1.00	204.00
	609-49751-40257	THC		1,635.50		1.00	1,635.50
	609-49751-40255	N/A PRODUCTS		497.75		1.00	497.75
	609-49751-40252	BEER		28,554.56		1.00	28,554.56
Total Vendor 91 - DAHLHEIMER DIST. CO. INC				56,582.68	56,582.68		
<b>Vendor 10670 - DAKOTA SUPPLY GROUP</b>							
S103561533.001 00035688	DAKOTA SUPPLY GROUP SMALL TOOLS	03/21/2024		99.99	99.99	Open	N 05/06/2024
	602-49490-40237	SMALL EQUIPMENT		99.99		1.00	99.99
Total Vendor 10670 - DAKOTA SUPPLY GROUP				99.99	99.99		
<b>Vendor 4164 - DELL MARKETING L.P.</b>							
10745414525 00035683	DELL MARKETING L.P. COMPUTER	04/27/2024		827.67	827.67	Open	N 05/06/2024
	601-49440-40310	COMPUTER CONSULTING FEES		413.84		1.00	413.84
	602-49490-40310	COMPUTER CONSULTING FEES		413.83		1.00	413.83
Total Vendor 4164 - DELL MARKETING L.P.				827.67	827.67		
<b>Vendor 7654 - DOOR SERVICE COMPANY</b>							
1002-17367 00035702	DOOR SERVICE COMPANY SERVICE CALL	04/24/2024		835.00	835.00	Open	N 05/06/2024
	101-43100-40401	BUILDINGS MAINTENANCE		104.38		1.00	104.38
	101-45200-40401	BUILDINGS MAINTENANCE		104.38		1.00	104.38
	601-49440-40401	BUILDINGS MAINTENANCE		104.38		1.00	104.38
	602-49490-40401	BUILDINGS MAINTENANCE		104.36		1.00	104.36
	101-42110-40401	BUILDINGS MAINTENANCE		417.50		1.00	417.50

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<b>Vendor 7654 - DOOR SERVICE COMPANY</b>							
1002-17368 00035703	DOOR SERVICE COMPANY SERVICE CALL	04/24/2024 NSANTILLO		4,916.65	4,916.65	Open	N 05/06/2024
	601-49440-40401	BUILDINGS MAINTENANCE		614.58		1.00	614.58
	602-49490-40401	BUILDINGS MAINTENANCE		614.58		1.00	614.58
	101-43100-40401	BUILDINGS MAINTENANCE		614.58		1.00	614.58
	101-45200-40401	BUILDINGS MAINTENANCE		614.59		1.00	614.59
	101-42110-40401	BUILDINGS MAINTENANCE		2,458.32		1.00	2,458.32
Total Vendor 7654 - DOOR SERVICE COMPANY				5,751.65	5,751.65		
<b>Vendor 110 - ELECTRO WATCHMAN, INC</b>							
240400595-0597 00035646	ELECTRO WATCHMAN, INC DOWN PAYMENT CH/FS	04/23/2024 DMULVIHILL		45,012.26	45,012.26	Open	N 05/06/2024
	404-41400-40589	CITY HALL/FIRE STATION		45,012.26		1.00	45,012.26
Total Vendor 110 - ELECTRO WATCHMAN, INC				45,012.26	45,012.26		
<b>Vendor 545 - ELITE SANITATION</b>							
30558 00035637	ELITE SANITATION PORTABLE RENTAL 3/31/24-4/27/24	04/19/2024 NSANTILLO		1,082.00	1,082.00	Open	N 05/06/2024
	101-45200-40402	JANITORIAL SERVICE		1,082.00		1.00	1,082.00
Total Vendor 545 - ELITE SANITATION				1,082.00	1,082.00		
<b>Vendor 7818 - EVERGREEN RECYCLING LLC</b>							
3398B 00035710	EVERGREEN RECYCLING LLC RECYCLING EVENT	04/27/2024 JSHOOK		620.00	620.00	Open	N 05/06/2024
	101-43210-40439	RECYCLING DAYS		620.00		1.00	620.00
Total Vendor 7818 - EVERGREEN RECYCLING LLC				620.00	620.00		
<b>Vendor 4673 - FEDERATED COOP</b>							

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Inv Ref #	GL Distribution	Entered By			Units	Quantity	Unit Price
<b>Vendor 4673 - FEDERATED COOP</b>							
1341124							
00035479	FEDERATED COOP	04/15/2024		2,176.72	2,176.72	Open	N
	TURF/WEED CONTROL	NSANTILLO					05/06/2024
	101-45200-40419	TURF/FERTILIZER/WEED CONTROL		725.57		1.00	725.57
	601-49440-40419	TURF/FERTILIZER/WEED CONTROL		725.57		1.00	725.57
	602-49490-40419	TURF/FERTILIZER/WEED CONTROL		725.58		1.00	725.58
Total Vendor 4673 - FEDERATED COOP				2,176.72	2,176.72		
<b>Vendor 3447 - FERGUSON WATERWORKS</b>							
0527102							
00035635	FERGUSON WATERWORKS	04/04/2024		15,095.80	15,095.80	Open	N
	NEPTUNE	NSANTILLO					05/06/2024
	601-49440-40311	CONTRACT		15,095.80		1.00	15,095.80
Total Vendor 3447 - FERGUSON WATERWORKS				15,095.80	15,095.80		
<b>Vendor 130 - GOPHER STATE ONE-CALL, INC</b>							
4040764							
00035711	GOPHER STATE ONE-CALL, INC	04/30/2024		64.80	64.80	Open	N
	APRIL LOCATES	DMULVIHILL					05/06/2024
	601-49440-40442	GOPHER STATE		32.40		1.00	32.40
	602-49490-40442	GOPHER STATE		32.40		1.00	32.40
Total Vendor 130 - GOPHER STATE ONE-CALL, INC				64.80	64.80		
<b>Vendor 132 - GRAINGER, INC</b>							
9086892446							
00035484	GRAINGER, INC	04/15/2024		287.81	287.81	Open	N
	FIRE HOSE	DMULVIHILL					05/06/2024
	602-49490-40237	SMALL EQUIPMENT		287.81		1.00	287.81
9103942752							
00035708	GRAINGER, INC	04/30/2024		36.36	36.36	Open	N
	PUMP BOLTS	DMULVIHILL					05/06/2024
	601-49440-40228	EQUIPMENT MAINTENANCE		36.36		1.00	36.36
Total Vendor 132 - GRAINGER, INC				324.17	324.17		
<b>Vendor 4691 - GRANITE CITY JOBBING CO</b>							

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
<b>Vendor 4691 - GRANITE CITY JOBBING CO</b>							
384281							
00035660	GRANITE CITY JOBBING CO	04/23/2024		6,305.31	6,305.31	Open	N
	TOBACCO/MISC		CBUSKEY				04/23/2024
	609-49751-40206		FREIGHT	10.00		1.00	10.00
	609-49751-40254		MISCELLANEOUS MERCHANDISE	47.64		1.00	47.64
	609-49751-40256		TOBACCO PRODUCTS	6,247.67		1.00	6,247.67
Total Vendor 4691 - GRANITE CITY JOBBING CO				6,305.31	6,305.31		
<b>Vendor 7512 - GREAT LAKES COCA-COLA</b>							
41031779017							
00035673	GREAT LAKES COCA-COLA	04/26/2024		517.84	517.84	Open	N
	MISC		CBUSKEY				04/26/2024
	609-49751-40254		MISCELLANEOUS MERCHANDISE	517.84		1.00	517.84
Total Vendor 7512 - GREAT LAKES COCA-COLA				517.84	517.84		
<b>Vendor 10445 - GREEN LAMPS RECYCLING LLC</b>							
MN24-59							
00035715	GREEN LAMPS RECYCLING LLC	05/01/2024		955.35	955.35	Open	N
	RECYCLING EVENT		JSHOOK				05/06/2024
	101-43210-40439		RECYCLING DAYS	955.35		1.00	955.35
Total Vendor 10445 - GREEN LAMPS RECYCLING LLC				955.35	955.35		
<b>Vendor 1645 - HAKANSON ANDERSON ASSOC., INC</b>							
52750							
00035649	HAKANSON ANDERSON ASSOC., INC	03/31/2024		861.50	861.50	Open	N
	MISC SITE PLAN REVIEWS		NSANTILLO				05/06/2024
	803-00000-22010		SEH CSAH 28 AND CR 71	460.00		1.00	460.00
	803-00000-22005		AUTO ZONE #5100 ST. FRANCIS	61.50		1.00	61.50
	404-41400-40589		CITY HALL/FIRE STATION	52.50		1.00	52.50
	405-43100-40303		ENGINEERING FEES	287.50		1.00	287.50
52751							
00035650	HAKANSON ANDERSON ASSOC., INC	03/31/2024		184.50	184.50	Open	N
	RIVERS EDGE 6TH: MUNICIPAL REVIEW		NSANTILLO				05/06/2024
	803-00000-22043		RIVERS EDGE 6TH: MUNICIPAL REVIEW	184.50		1.00	184.50

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
<b>Vendor 1645 - HAKANSON ANDERSON ASSOC., INC</b>							
52752							
00035651	HAKANSON ANDERSON ASSOC., INC MUNICIPAL STATE AID 405-43100-40303	03/31/2024 NSANTILLO		1,157.00	1,157.00	Open	N 05/06/2024
		ENGINEERING FEES		1,157.00		1.00	1,157.00
52753							
00035652	HAKANSON ANDERSON ASSOC., INC PATRIOT PARKWAY 405-43100-40809	03/31/2024 NSANTILLO		123.00	123.00	Open	N 05/06/2024
		PATRIOT PARKWAY		123.00		1.00	123.00
52754							
00035653	HAKANSON ANDERSON ASSOC., INC GENERAL ENGINEERING 101-43100-40303	03/31/2024 NSANTILLO		369.00	369.00	Open	N 05/06/2024
		ENGINEERING FEES		369.00		1.00	369.00
52755							
00035654	HAKANSON ANDERSON ASSOC., INC ROUTINE RETAINER 101-41910-40303	03/31/2024 NSANTILLO		800.00	800.00	Open	N 05/06/2024
		ENGINEERING FEES		133.33		1.00	133.33
		ENGINEERING FEES		133.33		1.00	133.33
		ENGINEERING FEES		133.33		1.00	133.33
		ENGINEERING FEES		133.33		1.00	133.33
		ENGINEERING FEES		133.33		1.00	133.33
		ENGINEERING FEES		133.33		1.00	133.33
		ENGINEERING FEES		133.35		1.00	133.35
Total Vendor 1645 - HAKANSON ANDERSON ASSOC., INC				3,495.00	3,495.00		
<b>Vendor 1175 - HAWKINS, INC</b>							
6732501							
00035485	HAWKINS, INC CYLINDER 601-49440-40216	04/15/2024 DMULVIHILL		10.00	10.00	Open	N 05/06/2024
		CHEMICALS		10.00		1.00	10.00
6732018							
00035487	HAWKINS, INC CYLINDERS 602-49490-40216	04/15/2024 DMULVIHILL		40.00	40.00	Open	N 05/06/2024
		CHEMICALS		40.00		1.00	40.00
6743554							
00035685	HAWKINS, INC CHLORINE 601-49440-40216	04/26/2024 DMULVIHILL		516.65	516.65	Open	N 05/06/2024
		CHEMICALS		516.65		1.00	516.65

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<b>Vendor 1175 - HAWKINS, INC</b>							
6743553							
00035686	HAWKINS, INC	04/26/2024		10,437.75	10,437.75	Open	N
	FERRIC CHLORIDE	DMULVIHILL					05/06/2024
	602-49490-40216	CHEMICALS		10,437.75		1.00	10,437.75
Total Vendor 1175 - HAWKINS, INC							
				11,004.40	11,004.40		
<b>Vendor 4873 - INNOVATIVE OFFICE SOLUTIONS, LLC</b>							
IN4518511							
00035607	INNOVATIVE OFFICE SOLUTIONS, LLC	04/18/2024		106.71	106.71	Open	N
	OFFICE SUPPLIES	NSANTILLO					05/06/2024
	101-42110-40200	OFFICE SUPPLIES		106.71		1.00	106.71
IN4525402							
00035672	INNOVATIVE OFFICE SOLUTIONS, LLC	04/26/2024		103.79	103.79	Open	N
	OFFICE SUPPLIES	NSANTILLO					05/06/2024
	101-42110-40200	OFFICE SUPPLIES		103.79		1.00	103.79
Total Vendor 4873 - INNOVATIVE OFFICE SOLUTIONS, LLC							
				210.50	210.50		
<b>Vendor 10476 - IUOE LOCAL #49</b>							
.05012024							
00035681	IUOE LOCAL #49	05/01/2024		255.00	255.00	Open	N
	PUBLIC WORKS UNION DUES - MAY 2024	NSANTILLO					05/06/2024
	101-00000-21707	PUBLIC WORKS UNION DUES - MAY 2024		255.00		1.00	255.00
Total Vendor 10476 - IUOE LOCAL #49							
				255.00	255.00		
<b>Vendor 154 - JOHNSON BROTHERS</b>							
2523391							
00035611	JOHNSON BROTHERS	04/18/2024		119.64	119.64	Open	N
	WINE	CBUSKEY					04/18/2024
	609-49751-40206	FREIGHT		3.64		1.00	3.64
	609-49751-40253	WINE		116.00		1.00	116.00
2523390							
00035612	JOHNSON BROTHERS	04/18/2024		4,526.08	4,526.08	Open	N
	LIQUOR	CBUSKEY					04/19/2024
	609-49751-40206	FREIGHT		80.08		1.00	80.08
	609-49751-40251	LIQUOR		4,446.00		1.00	4,446.00



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<b>Vendor 154 - JOHNSON BROTHERS</b>							
2532603 00035730	JOHNSON BROTHERS WINE	05/02/2024 CBUSKEY		187.69	187.69	Open	N 05/02/2024
	609-49751-40206	FREIGHT		3.64		1.00	3.64
	609-49751-40253	WINE		184.05		1.00	184.05
2532602 00035731	JOHNSON BROTHERS LIQUOR	05/02/2024 CBUSKEY		3,671.20	3,671.20	Open	N 05/02/2024
	609-49751-40206	FREIGHT		63.70		1.00	63.70
	609-49751-40251	LIQUOR		3,607.50		1.00	3,607.50
Total Vendor 154 - JOHNSON BROTHERS					<u>8,504.61</u>	<u>8,504.61</u>	
<b>Vendor 5182 - KIMS KLEANING</b>							
10238 00035483	KIMS KLEANING POLICE/PW FLOORS	04/15/2024 DMULVIHILL		2,400.00	2,400.00	Open	N 05/06/2024
	601-49440-40401	BUILDINGS MAINTENANCE		600.00		1.00	600.00
	602-49490-40401	BUILDINGS MAINTENANCE		600.00		1.00	600.00
	101-45200-40401	BUILDINGS MAINTENANCE		600.00		1.00	600.00
	101-43100-40401	BUILDINGS MAINTENANCE		600.00		1.00	600.00
10281 00035676	KIMS KLEANING CITY HALL CLEANING	04/28/2024 DMULVIHILL		354.00	354.00	Open	N 05/06/2024
	101-41940-40402	JANITORIAL SERVICE		354.00		1.00	354.00
10282 00035677	KIMS KLEANING COMMUNITY CENTER CLEANING	04/28/2024 DMULVIHILL		118.00	118.00	Open	N 05/06/2024
	101-45000-40402	JANITORIAL SERVICE		118.00		1.00	118.00
10283 00035678	KIMS KLEANING PW CLEANING	04/28/2024 DMULVIHILL		1,062.00	1,062.00	Open	N 05/06/2024
	601-49440-40402	JANITORIAL SERVICE		265.50		1.00	265.50
	602-49490-40402	JANITORIAL SERVICE		265.50		1.00	265.50
	101-43100-40402	JANITORIAL SERVICE		265.50		1.00	265.50
	101-45200-40402	JANITORIAL SERVICE		265.50		1.00	265.50

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Inv Ref #	GL Distribution	Entered By			Units	Quantity	Post Date
Inventory							Unit Price
<b>Vendor 5182 - KIMS KLEANING</b>							
10284							
00035679	KIMS KLEANING WATER PLANT CLEANING 601-49440-40402	04/28/2024 DMULVIHILL JANITORIAL SERVICE		236.00 236.00	236.00	Open	N 05/06/2024 236.00
10285							
00035680	KIMS KLEANING POLICE CLEANING 101-42110-40402	04/28/2024 DMULVIHILL JANITORIAL SERVICE		1,062.00 1,062.00	1,062.00	Open	N 05/06/2024 1,062.00
10286							
00035682	KIMS KLEANING WWTP CLEANING 602-49490-40402	04/28/2024 DMULVIHILL JANITORIAL SERVICE		324.50 324.50	324.50	Open	N 05/06/2024 324.50
Total Vendor 5182 - KIMS KLEANING					5,556.50	5,556.50	
<b>Vendor 5536 - KNIGHTS OF COLUMBUS</b>							
2024-01							
00035709	KNIGHTS OF COLUMBUS RECYCLING EVENT 101-43210-40439	04/29/2024 JSHOOK RECYCLING DAYS		360.00 360.00	360.00	Open	N 05/06/2024 360.00
Total Vendor 5536 - KNIGHTS OF COLUMBUS					360.00	360.00	
<b>Vendor 3135 - LAW ENFORCEMENT LABOR SVCS.</b>							
.05012024							
00035674	LAW ENFORCEMENT LABOR SVCS. SFPD SGT UNION DUES - MAY 2024 101-00000-21707	05/01/2024 NSANTILLO SFPD SGT UNION DUES - MAY 2024		70.50 70.50	70.50	Open	N 05/06/2024 70.50
.05012024-1							
00035675	LAW ENFORCEMENT LABOR SVCS. SFPD UNION DUES - MAY 2024 101-00000-21707	05/01/2024 NSANTILLO SFPD UNION DUES - MAY 2024		634.50 634.50	634.50	Open	N 05/06/2024 634.50
Total Vendor 3135 - LAW ENFORCEMENT LABOR SVCS.					705.00	705.00	
<b>Vendor 561 - LEAGUE OF MN CITIES</b>							

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Inv Ref #	Description	Entered By					Post Date
Inventory	GL Distribution				Units	Quantity	Unit Price
<b>Vendor 561 - LEAGUE OF MN CITIES</b>							
22415							
00035490	LEAGUE OF MN CITIES	04/02/2024		275.83	275.83	Open	N
	WORK COMP CLAIM 00496662	NSANTILLO					05/06/2024
	101-42110-40160	WORK COMP INSURANCE		275.83		1.00	275.83
397647							
00035641	LEAGUE OF MN CITIES	04/01/2024		870.00	870.00	Open	N
	STORMWATER COALITION CONTRIBUTION	NSANTILLO					05/06/2024
	603-49500-40418	STORM WATER MANAGEMENT		870.00		1.00	870.00
Total Vendor 561 - LEAGUE OF MN CITIES					1,145.83	1,145.83	
<b>Vendor 10699 - LOCATORS &amp; SUPPLIES, INC</b>							
0313457							
00035623	LOCATORS & SUPPLIES, INC	04/18/2024		1,257.61	1,257.61	Open	N
	UNIFORMS-PW	NSANTILLO					05/06/2024
	101-43100-40417	UNIFORMS & PPE		251.52		1.00	251.52
	101-43210-40417	UNIFORMS & PPE		251.52		1.00	251.52
	601-49440-40417	UNIFORMS & PPE		251.52		1.00	251.52
	602-49490-40417	UNIFORMS & PPE		251.52		1.00	251.52
	101-45200-40417	UNIFORMS & PPE		251.53		1.00	251.53
Total Vendor 10699 - LOCATORS & SUPPLIES, INC					1,257.61	1,257.61	
<b>Vendor 202 - MCDONALD DIST CO</b>							
5810336							
00035495	MCDONALD DIST CO	04/17/2024		(29.20)	(29.20)	Open	N
	BEER	CBUSKEY					04/17/2024
	609-49751-40252	BEER		(29.20)		1.00	(29.20)
742832							
00035496	MCDONALD DIST CO	04/17/2024		1,200.00	1,200.00	Open	N
	LIQUOR	CBUSKEY					04/17/2024
	609-49751-40251	LIQUOR		1,200.00		1.00	1,200.00
742833							
00035497	MCDONALD DIST CO	04/17/2024		7,269.45	7,269.45	Open	N
	BEER/NA	CBUSKEY					04/17/2024
	609-49751-40255	N/A PRODUCTS		27.45		1.00	27.45
	609-49751-40252	BEER		7,242.00		1.00	7,242.00

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Inv Ref #	Description	Entered By					Post Date
Inventory	GL Distribution				Units	Quantity	Unit Price
<b>Vendor 202 - MCDONALD DIST CO</b>							
744079	MCDONALD DIST CO	04/24/2024		4,902.40	4,902.40	Open	N
00035657	BEER	CBUSKEY					04/24/2024
	609-49751-40252	BEER		4,902.40		1.00	4,902.40
744093	MCDONALD DIST CO	04/24/2024		(105.00)	(105.00)	Open	N
00035658	BEER	CBUSKEY					04/24/2024
	609-49751-40252	BEER		(105.00)		1.00	(105.00)
744078	MCDONALD DIST CO	04/24/2024		(139.70)	(139.70)	Open	N
00035659	BEER	CBUSKEY					04/24/2024
	609-49751-40252	BEER		(139.70)		1.00	(139.70)
745233	MCDONALD DIST CO	05/01/2024		117.00	117.00	Open	N
00035716	LIQUOR	CBUSKEY					05/01/2024
	609-49751-40251	LIQUOR		117.00		1.00	117.00
745259	MCDONALD DIST CO	05/01/2024		(15.43)	(15.43)	Open	N
00035717	LIQUOR	CBUSKEY					05/01/2024
	609-49751-40251	LIQUOR		(15.43)		1.00	(15.43)
745257	MCDONALD DIST CO	05/01/2024		(594.52)	(594.52)	Open	N
00035718	BEER	CBUSKEY					05/01/2024
	609-49751-40252	BEER		(594.52)		1.00	(594.52)
745208	MCDONALD DIST CO	05/01/2024		24,026.52	24,026.52	Open	N
00035719	BEER/WINE/THC	CBUSKEY					05/01/2024
	609-49751-40257	THC		1,439.12		1.00	1,439.12
	609-49751-40253	WINE		670.00		1.00	670.00
	609-49751-40252	BEER		21,917.40		1.00	21,917.40
Total Vendor 202 - MCDONALD DIST CO					36,631.52	36,631.52	

Vendor 3689 - METRO SALES, INC

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Inv Ref #	GL Distribution	Entered By			Units	Quantity	Post Date
Inventory							Unit Price
<b>Vendor 3689 - METRO SALES, INC</b>							
INV2507313							
00035493	METRO SALES, INC	04/16/2024		451.05	451.05	Open	N
	POLICE COPIES	DMULVIHILL					05/06/2024
	101-42110-40311	CONTRACT		451.05		1.00	451.05
Total Vendor 3689 - METRO SALES, INC				451.05	451.05		
<b>Vendor 10337 - METRO-INET</b>							
1921							
00035712	METRO-INET	05/01/2024		15,039.00	15,039.00	Open	N
	MAY IT	DMULVIHILL					05/06/2024
	101-41110-40310	COMPUTER CONSULTING FEES		601.56		1.00	601.56
	101-41400-40310	COMPUTER CONSULTING FEES		2,105.46		1.00	2,105.46
	101-41910-40310	COMPUTER CONSULTING FEES		300.78		1.00	300.78
	101-42110-40310	COMPUTER CONSULTING FEES		7,369.11		1.00	7,369.11
	101-42210-40310	COMPUTER CONSULTING FEES		1,353.51		1.00	1,353.51
	101-42400-40310	COMPUTER CONSULTING FEES		601.56		1.00	601.56
	101-43100-40310	COMPUTER CONSULTING FEES		601.56		1.00	601.56
	101-45200-40310	COMPUTER CONSULTING FEES		601.56		1.00	601.56
	601-49440-40310	COMPUTER CONSULTING FEES		601.56		1.00	601.56
	602-49490-40310	COMPUTER CONSULTING FEES		601.56		1.00	601.56
	609-49750-40310	COMPUTER CONSULTING FEES		300.78		1.00	300.78
Total Vendor 10337 - METRO-INET				15,094.00	15,094.00		
<b>Vendor 4745 - MN NCPERS LIFE INSURANCE</b>							
733400052024							
00035633	MN NCPERS LIFE INSURANCE	04/01/2024		128.00	128.00	Open	N
	INSURANCE COVERAGE 05/01/2024-05/31/2024 NSANTILLO						05/06/2024
	101-00000-21713	MN LIFE		128.00		1.00	128.00
Total Vendor 4745 - MN NCPERS LIFE INSURANCE				128.00	128.00		
<b>Vendor 8990 - MORRELL &amp; MORRELL LP</b>							

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Inventory	GL Distribution	Entered By			Units	Quantity	Unit Price
<b>Vendor 8990 - MORRELL &amp; MORRELL LP</b>							
85053 00035480	MORRELL & MORRELL LP CLASS 5 GRAVEL 405-43100-40441	04/12/2024 JSHOOK MISCELLANEOUS		2,936.47	2,936.47	Open	N 05/06/2024 2,936.47
85054 00035481	MORRELL & MORRELL LP CLASS 5 GRAVEL 405-43100-40441	04/12/2024 JSHOOK MISCELLANEOUS		3,924.23	3,924.23	Open	N 05/06/2024 3,924.23
85055 00035482	MORRELL & MORRELL LP CLASS 5 GRAVEL 405-43100-40441	04/11/2024 JSHOOK MISCELLANEOUS		3,888.16	3,888.16	Open	N 05/06/2024 3,888.16
85340 00035638	MORRELL & MORRELL LP CLASS 5 GRAVEL 405-43100-40441	04/18/2024 JSHOOK MISCELLANEOUS		4,367.32	4,367.32	Open	N 05/06/2024 4,367.32
Total Vendor 8990 - MORRELL & MORRELL LP				15,116.18	15,116.18		
<b>Vendor 4605 - OPUS 21</b>							
240318 00035632	OPUS 21 SERVICES PROVIDED FOR MARCH 2024 601-49440-40382 602-49490-40382	04/15/2024 NSANTILLO UTILITY BILLING UTILITY BILLING		2,889.38	2,889.38	Open	N 05/06/2024 1,444.69 1,444.69
Total Vendor 4605 - OPUS 21				2,889.38	2,889.38		
<b>Vendor 3753 - PAUSTIS WINE COMPANY</b>							
233702 00035488	PAUSTIS WINE COMPANY WINE 609-49751-40206 609-49751-40253	05/07/2024 CBUSKEY FREIGHT WINE		441.50	441.50	Open	N 04/16/2024 7.50 434.00

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<b>Vendor 3753 - PAUSTIS WINE COMPANY</b>							
235046 00035696	PAUSTIS WINE COMPANY WINE 609-49751-40253 609-49751-40206	04/30/2024 CBUSKEY WINE FREIGHT		390.00 380.00 10.00	390.00	Open 1.00 1.00	N 04/30/2024 380.00 10.00
Total Vendor 3753 - PAUSTIS WINE COMPANY				831.50	831.50		
<b>Vendor 214 - PHILLIPS WINE &amp; SPIRITS CO</b>							
6769923 00035613	PHILLIPS WINE & SPIRITS CO WINE 609-49751-40206 609-49751-40253	04/18/2024 CBUSKEY FREIGHT WINE		69.82 1.82 68.00	69.82	Open 1.00 1.00	N 04/18/2024 1.82 68.00
6769922 00035614	PHILLIPS WINE & SPIRITS CO LIQUOR 609-49751-40206 609-49751-40251	04/18/2024 CBUSKEY FREIGHT LIQUOR		354.64 3.64 351.00	354.64	Open 1.00 1.00	N 04/18/2024 3.64 351.00
6773533 00035665	PHILLIPS WINE & SPIRITS CO MISC 609-49751-40206	04/25/2024 CBUSKEY FREIGHT		0.91 0.91	0.91	Open 1.00	N 04/25/2024 0.91
6773532 00035666	PHILLIPS WINE & SPIRITS CO WINE 609-49751-40206 609-49751-40253	04/25/2024 CBUSKEY FREIGHT WINE		319.12 9.10 310.02	319.12	Open 1.00 1.00	N 04/25/2024 9.10 310.02
6773531 00035667	PHILLIPS WINE & SPIRITS CO LIQUOR 609-49751-40206 609-49751-40251	04/25/2024 CBUSKEY FREIGHT LIQUOR		9,087.75 124.22 8,963.53	9,087.75	Open 1.00 1.00	N 04/25/2024 124.22 8,963.53
6777150 00035727	PHILLIPS WINE & SPIRITS CO WINE 609-49751-40206 609-49751-40253	05/02/2024 CBUSKEY FREIGHT WINE		2,267.17 74.62 2,192.55	2,267.17	Open 1.00 1.00	N 05/02/2024 74.62 2,192.55

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Inv Ref #	GL Distribution	Entered By			Units	Quantity	Post Date
Inventory							Unit Price
<b>Vendor 214 - PHILLIPS WINE &amp; SPIRITS CO</b>							
6777149							
00035728	PHILLIPS WINE & SPIRITS CO	05/02/2024		3,627.40	3,627.40	Open	N
	LIQUOR		CBUSKEY				05/02/2024
	609-49751-40206	FREIGHT		56.45		1.00	56.45
	609-49751-40251	LIQUOR		3,570.95		1.00	3,570.95
<b>67777151</b>							
00035729	PHILLIPS WINE & SPIRITS CO	05/02/2024		89.82	89.82	Open	N
	NA		CBUSKEY				05/02/2024
	609-49751-40206	FREIGHT		1.82		1.00	1.82
	609-49751-40255	N/A PRODUCTS		88.00		1.00	88.00
Total Vendor 214 - PHILLIPS WINE & SPIRITS CO				15,816.63	15,816.63		
<b>Vendor 10700 - PLAYPOWER LT FARMINGTON</b>							
1400282618							
00035631	PLAYPOWER LT FARMINGTON	04/09/2024		1,687.00	1,687.00	Open	N
	INCLUSIVE SWING SEAT		NSANTILLO				05/06/2024
	101-45200-40229	PROJECT MAINTENANCE		1,687.00		1.00	1,687.00
Total Vendor 10700 - PLAYPOWER LT FARMINGTON				1,687.00	1,687.00		
<b>Vendor 10681 - PTL TIRE &amp; AUTO SERVICE</b>							
118495							
00035655	PTL TIRE & AUTO SERVICE	04/23/2024		150.00	150.00	Open	N
	TOWING SERVICES		NSANTILLO				05/06/2024
	101-42110-40441	MISCELLANEOUS		150.00		1.00	150.00
Total Vendor 10681 - PTL TIRE & AUTO SERVICE				150.00	150.00		
<b>Vendor 9925 - RMB ENVIRONMENTAL LABORATORIES, INC</b>							
B012418							
00035486	RMB ENVIRONMENTAL LABORATORIES, INC	04/15/2024		233.04	233.04	Open	N
	WEEKS 2-4 COOLER 1		DMULVIHILL				05/06/2024
	602-49490-40313	SAMPLE TESTING		233.04		1.00	233.04
<b>B012506</b>							
00035662	RMB ENVIRONMENTAL LABORATORIES, INC	04/23/2024		233.04	233.04	Open	N
	WEEKS 2-4 COOLER 1		DMULVIHILL				05/06/2024
	602-49490-40313	SAMPLE TESTING		233.04		1.00	233.04



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Inventory					Units	Quantity	Unit Price
<b>Vendor 9925 - RMB ENVIRONMENTAL LABORATORIES, INC</b>							
B012467 00035664	RMB ENVIRONMENTAL LABORATORIES, INC ALL WEEKS COOLER 2 602-49490-40313	04/22/2024 DMULVIHILL SAMPLE TESTING		182.88	182.88	Open	N 05/06/2024 182.88
B012544 00035687	RMB ENVIRONMENTAL LABORATORIES, INC ALL WEEKS COOLER 2 602-49490-40313	04/25/2024 DMULVIHILL SAMPLE TESTING		182.88	182.88	Open	N 05/06/2024 182.88
B012566 00035726	RMB ENVIRONMENTAL LABORATORIES, INC WEEKS 2-4 COOLER 1	04/30/2024 DMULVIHILL		233.04	233.04	Open	N 05/06/2024
Total Vendor 9925 - RMB ENVIRONMENTAL LABORATORIES, INC				1,064.88	1,064.88		
<b>Vendor 6072 - ROYAL SUPPLY</b>							
6255 00035661	ROYAL SUPPLY SUPPLIES 101-41940-40210 101-42110-40217 101-43100-40217 101-45200-40217 601-49440-40217 602-49490-40217	04/24/2024 DMULVIHILL OPERATING SUPPLIES OTHER OPERATING SUPPLIES OTHER OPERATING SUPPLIES OTHER OPERATING SUPPLIES OTHER OPERATING SUPPLIES OTHER OPERATING SUPPLIES		216.00	216.00	Open	N 05/06/2024 36.00 36.00 36.00 36.00 36.00 36.00
Total Vendor 6072 - ROYAL SUPPLY				216.00	216.00		
<b>Vendor 231 - RUSSELL'S LOCK &amp; KEY</b>							
A48284 00035647	RUSSELL'S LOCK & KEY COMMUNITY PARK KEYS 101-45200-40441	04/23/2024 JSHOOK MISCELLANEOUS		66.00	66.00	Open	N 05/06/2024 66.00
Total Vendor 231 - RUSSELL'S LOCK & KEY				66.00	66.00		
<b>Vendor 9174 - SHORT ELLIOTT HENDRICKSON INC</b>							
464699 00035608	SHORT ELLIOTT HENDRICKSON INC CHLORIDE MONITORING 602-49490-40303	04/15/2024 NSANTILLO CHLORIDE MONITORING		959.94	959.94	Open	N 05/06/2024 959.94

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 05/07/2024 - 05/07/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4R.

Invoice Number

Inv Ref #	Vendor Description	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution				Units	Quantity	Unit Price
<b>Vendor 9174 - SHORT ELLIOTT HENDRICKSON INC</b>							
Total Vendor 9174 - SHORT ELLIOTT HENDRICKSON INC				959.94	959.94		
<b>Vendor 7455 - SOUTHERN GLAZERS OF MN</b>							
2469573							
00035619	SOUTHERN GLAZERS OF MN LIQUOR	04/18/2024		702.86	702.86	Open	N
	609-49751-40206		FREIGHT	8.53		1.00	04/18/2024
	609-49751-40251		LIQUOR	694.33		1.00	8.53
							694.33
2469574							
00035620	SOUTHERN GLAZERS OF MN WINE	04/18/2024		611.20	611.20	Open	N
	609-49751-40206		FREIGHT	11.52		1.00	04/18/2024
	609-49751-40253		WINE	599.68		1.00	11.52
							599.68
2472316							
00035669	SOUTHERN GLAZERS OF MN LIQUOR	04/25/2024		5,558.05	5,558.05	Open	N
	609-49751-40206		FREIGHT	58.88		1.00	04/25/2024
	609-49751-40251		LIQUOR	5,499.17		1.00	58.88
							5,499.17
2472317							
00035670	SOUTHERN GLAZERS OF MN WINE	04/25/2024		375.15	375.15	Open	N
	609-49751-40206		FREIGHT	6.51		1.00	04/25/2024
	609-49751-40253		WINE	368.64		1.00	6.51
							368.64
Total Vendor 7455 - SOUTHERN GLAZERS OF MN				7,247.26	7,247.26		
<b>Vendor 5526 - ST. FRANCIS HOME RUN CLUB</b>							
2023-24							
00035478	ST. FRANCIS HOME RUN CLUB WARMING HOUSE	04/15/2024		2,624.00	2,624.00	Open	N
	101-45200-40311		CONTRACT	2,624.00		1.00	05/06/2024
							2,624.00
Total Vendor 5526 - ST. FRANCIS HOME RUN CLUB				2,624.00	2,624.00		
<b>Vendor 4705 - STERLING TROPHY</b>							

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 05/07/2024 - 05/07/2024

POSTED AND UNPOSTED

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Agenda Item # 4R.

Invoice Number	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inv Ref #	GL Distribution	Entered By			Units	Quantity	Unit Price
<b>Vendor 4705 - STERLING TROPHY</b>							
33063							
00035698	STERLING TROPHY	03/15/2024		120.30	120.30	Open	N
	PAR TAGS & PAR BOARDS	NSANTILLO					05/06/2024
	101-42210-40441	MISCELLANEOUS		120.30		1.00	120.30
Total Vendor 4705 - STERLING TROPHY				120.30	120.30		
<b>Vendor 255 - STREICHER'S</b>							
1693569							
00035622	STREICHER'S	04/12/2024		420.84	420.84	Open	N
	SMALL EQUIPMENT	NSANTILLO					05/06/2024
	101-42110-40237	SMALL EQUIPMENT		420.84		1.00	420.84
Total Vendor 255 - STREICHER'S				420.84	420.84		
<b>Vendor 9247 - STRYKER SALES CORPORATION</b>							
9206088524							
00035724	STRYKER SALES CORPORATION	05/01/2024		1,065.57	1,065.57	Open	N
	BATTERY PACK	NSANTILLO					05/06/2024
	402-42210-40583	BATTERY PACK		1,065.57		1.00	1,065.57
Total Vendor 9247 - STRYKER SALES CORPORATION				1,065.57	1,065.57		
<b>Vendor 7124 - SUN MECHANICAL INC</b>							
6356							
00035642	SUN MECHANICAL INC	04/23/2024		2,778.00	2,778.00	Open	N
	RPZ RECERTIFICATIONS	NSANTILLO					05/06/2024
	602-49490-40401	BUILDINGS MAINTENANCE		2,778.00		1.00	2,778.00
Total Vendor 7124 - SUN MECHANICAL INC				2,778.00	2,778.00		
<b>Vendor 9066 - SYLVA CORPORATION, INC</b>							
81825							
00035714	SYLVA CORPORATION, INC	04/10/2024		4,641.00	4,641.00	open	N
	PLAYGROUND WOODCHIPS	JSHOOK					05/06/2024
	101-45200-40229	PROJECT MAINTENANCE		4,641.00		1.00	4,641.00
Total Vendor 9066 - SYLVA CORPORATION, INC				4,641.00	4,641.00		

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Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inventory	GL Distribution	Entered By			Units	Quantity	Post Date
							Unit Price
<b>Vendor 4940 - THE AMERICAN BOTTLING COMPANY</b>							
3562337687							
00035615	THE AMERICAN BOTTLING COMPANY	04/18/2024		410.20	410.20	Open	N
	MISC	CBUSKEY					04/18/2024
	609-49751-40254	MISCELLANEOUS MERCHANDISE		410.20		1.00	410.20
Total Vendor 4940 - THE AMERICAN BOTTLING COMPANY					410.20	410.20	
<b>Vendor 863 - THE BERNICK COMPANIES</b>							
10206902							
00035616	THE BERNICK COMPANIES	04/18/2024		370.20	370.20	Open	N
	BEER	CBUSKEY					04/18/2024
	609-49751-40252	BEER		370.20		1.00	370.20
10210025							
00035668	THE BERNICK COMPANIES	04/25/2024		535.00	535.00	Open	N
	BEER/NA	CBUSKEY					04/25/2024
	609-49751-40255	N/A PRODUCTS		30.00		1.00	30.00
	609-49751-40252	BEER		505.00		1.00	505.00
10212732							
00035732	THE BERNICK COMPANIES	05/02/2024		(127.16)	(127.16)	Open	N
	THC	CBUSKEY					05/02/2024
	609-49751-40257	THC		(127.16)		1.00	(127.16)
10212731							
00035733	THE BERNICK COMPANIES	05/02/2024		523.00	523.00	Open	N
	THC	CBUSKEY					05/02/2024
	609-49751-40257	THC		523.00		1.00	523.00
10212733							
00035734	THE BERNICK COMPANIES	05/02/2024		(24.60)	(24.60)	Open	N
	BEER	CBUSKEY					05/02/2024
	609-49751-40252	BEER		(24.60)		1.00	(24.60)
10212730							
00035735	THE BERNICK COMPANIES	05/02/2024		2,092.65	2,092.65	Open	N
	BEER/NA	CBUSKEY					05/02/2024
	609-49751-40252	BEER		1,930.45		1.00	1,930.45
	609-49751-40255	N/A PRODUCTS		162.20		1.00	162.20
Total Vendor 863 - THE BERNICK COMPANIES					3,369.09	3,369.09	

Vendor 9559 - TIMESAVER OFF SITE SEC. INC

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EXP CHECK RUN DATES 05/07/2024 - 05/07/2024

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Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory					Units	Quantity	Unit Price
<b>Vendor 9559 - TIMESAVER OFF SITE SEC. INC</b>							
M29140							
00035692	TIMESAVER OFF SITE SEC. INC	04/25/2024		167.00		Open	N
	04.15.2024 CITY COUNCIL MINUTES	NSANTILLO					05/06/2024
	101-41400-40311	CONTRACT		167.00		1.00	167.00
Total Vendor 9559 - TIMESAVER OFF SITE SEC. INC				167.00	167.00		
<b>Vendor 621 - ZIEGLER, INC</b>							
IN001436789							
00035636	ZIEGLER, INC	04/11/2024		322.31		Open	N
	PARTS	NSANTILLO					05/06/2024
	101-43100-40218	EQUIPMENT MAINTENANCE		322.31		1.00	322.31
Total Vendor 621 - ZIEGLER, INC				322.31	322.31		
<b>Vendor 9289 - ZOLL MEDICAL CORPORATION</b>							
3957804							
00035697	ZOLL MEDICAL CORPORATION	04/19/2024		85.00		Open	N
	AED ELECTRODES	NSANTILLO					05/06/2024
	609-49750-40441	MISCELLANEOUS		85.00		1.00	85.00
Total Vendor 9289 - ZOLL MEDICAL CORPORATION				85.00	85.00		

# of Invoices:	129	# Due:	129	Totals:	328,483.76	328,483.76
# of Credit Memos:	10	# Due:	10	Totals:	(1,621.08)	(1,621.08)
Net of Invoices and Credit Memos:					326,862.68	326,862.68

--- TOTALS BY GL BANK ---

GNCKG 326,862.68

--- TOTALS BY GL DISTRIBUTIONS ---

101-00000-14100 4,924.17  
 101-00000-21707 960.00  
 101-00000-21713 128.00  
 101-41110-40310 601.56  
 101-41400-40310 2,105.46  
 101-41400-40311 167.00

INVOICE REGISTER FOR CITY OF ST. FRANCIS

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Agenda Item # 4R.

Invoice Number	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inv Ref #	GL Distribution	Entered By			Units	Quantity	Post Date
Inventory							Unit Price
	101-41910-40303			133.33			
	101-41910-40310			300.78			
	101-41940-40210			36.00			
	101-41940-40402			354.00			
	101-42110-40160			275.83			
	101-42110-40200			210.50			
	101-42110-40217			36.00			
	101-42110-40218			495.00			
	101-42110-40237			420.84			
	101-42110-40310			7,369.11			
	101-42110-40311			451.05			
	101-42110-40321			37.50			
	101-42110-40401			3,442.82			
	101-42110-40402			1,062.00			
	101-42110-40433			55.00			
	101-42110-40437			819.56			
	101-42110-40441			316.00			
	101-42210-40208			2,300.00			
	101-42210-40310			1,353.51			
	101-42210-40321			37.50			
	101-42210-40437			1,909.55			
	101-42210-40441			120.30			
	101-42400-40310			601.56			
	101-43100-40217			36.00			
	101-43100-40218			322.31			
	101-43100-40303			502.33			
	101-43100-40310			601.56			
	101-43100-40321			37.50			
	101-43100-40401			1,885.96			
	101-43100-40402			265.50			
	101-43100-40417			251.52			
	101-43210-40417			251.52			
	101-43210-40439			1,935.35			
	101-45000-40402			118.00			
	101-45200-40217			36.00			
	101-45200-40229			6,328.00			
	101-45200-40303			133.33			
	101-45200-40310			601.56			
	101-45200-40311			2,624.00			
	101-45200-40321			37.50			
	101-45200-40401			1,885.97			
	101-45200-40402			1,347.50			
	101-45200-40417			251.53			
	101-45200-40419			725.57			
	101-45200-40441			66.00			
	402-42210-40583			1,065.57			
	404-41400-40589			68,192.76			
	405-43100-40303			1,444.50			
	405-43100-40441			15,116.18			

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 05/07/2024 - 05/07/2024

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Agenda Item # 4R.

Invoice Number	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inv Ref #	GL Distribution	Entered By			Units	Quantity	Post Date
Inventory							Unit Price
	405-43100-40809			123.00			
	601-49440-40216			526.65			
	601-49440-40217			36.00			
	601-49440-40228			36.36			
	601-49440-40229			1,472.81			
	601-49440-40303			133.33			
	601-49440-40310			1,015.40			
	601-49440-40311			15,095.80			
	601-49440-40321			37.50			
	601-49440-40382			1,444.69			
	601-49440-40401			1,885.96			
	601-49440-40402			501.50			
	601-49440-40417			251.52			
	601-49440-40419			725.57			
	601-49440-40442			32.40			
	602-49490-40216			10,477.75			
	602-49490-40217			36.00			
	602-49490-40229			1,423.76			
	602-49490-40237			387.80			
	602-49490-40303			1,093.27			
	602-49490-40310			1,015.39			
	602-49490-40313			831.84			
	602-49490-40321			37.50			
	602-49490-40382			1,444.69			
	602-49490-40401			4,663.94			
	602-49490-40402			590.00			
	602-49490-40417			251.52			
	602-49490-40419			725.58			
	602-49490-40442			32.40			
	603-49500-40303			133.35			
	603-49500-40418			870.00			
	609-49750-40210			200.85			
	609-49750-40310			300.78			
	609-49750-40441			85.00			
	609-49751-40206			606.91			
	609-49751-40251			31,933.45			
	609-49751-40252			89,725.26			
	609-49751-40253			5,502.94			
	609-49751-40254			1,777.76			
	609-49751-40255			895.50			
	609-49751-40256			6,247.67			
	609-49751-40257			4,226.79			
	803-00000-22005			61.50			
	803-00000-22010			460.00			
	803-00000-22043			184.50			
--- TOTALS BY FUND ---							
	101 GENERAL FUND			51,268.44	51,268.44		

INVOICE REGISTER FOR CITY OF ST. FRANCIS

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Agenda Item # 4R.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory					Units	Quantity	Unit Price
	402 CAPITAL EQUIPMENT FUND			1,065.57	1,065.57		
	404 BUILDING IMPROVEMENT FUND			68,192.76	68,192.76		
	405 STREET IMPROVEMENT FUND			16,683.68	16,683.68		
	601 WATER FUND			23,195.49	23,195.49		
	602 SEWER FUND			23,011.44	23,011.44		
	603 STORM WATER FUND			1,003.35	1,003.35		
	609 LIQUOR FUND			141,502.91	141,502.91		
	803 ESCROW			706.00	706.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	00000 UNASSIGNED			6,718.17	6,718.17		
	41110 CITY COUNCIL			601.56	601.56		
	41400 ADMINISTRATION			70,465.22	70,465.22		
	41910 COMMUNITY DEVELOPMENT			434.11	434.11		
	41940 BUILDINGS			390.00	390.00		
	42110 POLICE			14,991.21	14,991.21		
	42210 FIRE			6,786.43	6,786.43		
	42400 BUILDING INSPECTIONS			601.56	601.56		
	43100 STREETS			20,586.36	20,586.36		
	43210 RECYCLING			2,186.87	2,186.87		
	45000 COMMUNITY CENTER			118.00	118.00		
	45200 PARKS			14,036.96	14,036.96		
	49440 WATER DEPT			23,195.49	23,195.49		
	49490 SEWER DEPT			23,011.44	23,011.44		
	49500 STORM WATER DEPT			1,003.35	1,003.35		
	49750 LIQUOR STORE			586.63	586.63		
	49751 MERCHANDISE PURCHASES			140,916.28	140,916.28		





**CITY COUNCIL  
AGENDA REPORT**

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**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** Vista Prairie at Eagle Point Conduit Bond  
**DATE:** May 6, 2024

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**OVERVIEW:**

A conduit bond is a type of municipal bond sold by a government to make the proceedings available to a private entity to further a public purpose typically for non-profits. The bonds are then issued to a conduit borrower (Vista Prairie). Vista Prairie at Eagle Landing is seeking a conduit bond through three cities for the senior community that will be developed in St. Francis.

The City of St. Francis holds no debt liability or responsibility for this action.

The City’s bond attorney Julie Eddington, from Kennedy Graven, will attend the meeting to further explain the process and answer questions related to the Bond.

**ACTION TO BE CONSIDERED:**

Council to hold the public hearing and approve Resolution 2024-15

**Attachments:**

- St. Francis Vista Prairie Note Purchase Agreement
- St. Francis Vista Prairie Housing Program
- St. Francis Vista Prairie Cooperate Agreement
- Resolution 2024-15

**First Draft  
April 16, 2024**

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**NOTE PURCHASE AGREEMENT**

**between**

**CITY OF ST. FRANCIS, MINNESOTA,  
as Issuer**

**VISTA PRAIRIE AT EAGLE POINTE, LLC,  
as Borrower**

**and**

**SUNRISE BANKS, NATIONAL ASSOCIATION,  
as Lender**

**Dated May \_\_, 2024**

**Relating to:**

**\$10,000,000  
City of St. Francis, Minnesota  
Senior Housing Revenue Note  
(Vista Prairie at Eagle Pointe Project)  
Series 2024A**

**\$1,000,000  
City of St. Francis, Minnesota  
Taxable Senior Housing Revenue Note  
(Vista Prairie at Eagle Pointe Project)  
Series 2024A-T**

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This instrument was drafted by:

Kennedy & Graven, Chartered (JAE)  
150 South Fifth Street, Suite 700  
Minneapolis, Minnesota 55402

**\$10,000,000**  
**City of St. Francis, Minnesota**  
**Senior Housing Revenue Note**  
**(Vista Prairie at Eagle Pointe Project)**  
**Series 2024A**

**\$1,000,000**  
**City of St. Francis, Minnesota**  
**Taxable Senior Housing Revenue Note**  
**(Vista Prairie at Eagle Pointe Project)**  
**Series 2024A-T**

**NOTE PURCHASE AGREEMENT**

**May \_\_\_\_, 2024**

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

Vista Prairie Communities  
11180 Zealand Avenue North  
Champlin, MN 55316  
Attention: \_\_\_\_\_

Sunrise Banks, National Association, a national banking association (the “Lender”), offers to purchase, upon the terms and conditions hereinafter specified, (i) the Senior Housing Revenue Note (Vista Prairie at Eagle Pointe Project), Series 2024A (the “Series 2024A Note”), to be issued by the City of St. Francis, Minnesota, a home rule city and political subdivision organized and existing under its Charter and the Constitution and laws of the State of Minnesota (the “Issuer”), in the original aggregate principal amount of \$10,000,000, in substantially the form attached hereto in EXHIBIT A; and (ii) the Taxable Senior Housing Revenue Note (Vista Prairie at Eagle Pointe Project), Series 2024A-T (the “Series 2024A-T Note”), to be issued by the Issuer in the original aggregate principal amount of \$1,000,000, in substantially the form attached hereto as EXHIBIT B. This document shall constitute a legal, binding, and enforceable obligation of the Lender, the Issuer, and Vista Prairie at Eagle Pointe, LLC, a Minnesota limited liability company (the “Borrower”), the sole member of which is Governmental and Educational Assistance Corporation, an Arkansas nonprofit corporation doing business as Vista Prairie Communities (the “Sole Member”), as of the date and year first written above, and shall be referred to as the “Note Purchase Agreement.”

The offer to purchase the Series 2024A Note and the Series 2024A-T Note is made subject to acceptance by the Issuer on or before \_\_\_\_\_ .m., Central Time, on the date hereof, and upon such acceptance this Note Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer, the Lender, and the Borrower. If not so accepted, this Note Purchase Agreement will be subject to withdrawal by the Lender upon notice delivered by the Lender to the Issuer and the Borrower at any time prior to the acceptance hereof by the Issuer.

1. Purchase and Sale. Subject to the satisfaction by the Issuer and the Borrower of the terms and conditions set forth in this Note Purchase Agreement, subject also to the conditions precedent set forth in this Note Purchase Agreement, and in reliance upon the representations in this Note Purchase Agreement set forth or incorporated by reference, the Lender hereby agrees to purchase from the Issuer, upon the terms and conditions set forth in this Note Purchase Agreement, and the Issuer hereby agrees to sell the Series 2024A Note and the Series 2024A-T Note to the Lender. The Series 2024A Note shall have the terms set forth in the form of the Series 2024A Note attached hereto as EXHIBIT A. The purchase price paid by the Lender for the Series 2024A Note shall be \$10,000,000. The Series 2024A-T Note shall have the terms set forth in the form of the Series 2024A-T Note attached hereto as EXHIBIT B. The purchase price paid by the Lender for the Series 2024A-T Note shall be \$1,000,000.

The proceeds derived from the issuance and sale of the Series 2024A Note and the Series 2024A-T Note will be loaned to the Borrower to (i) finance a portion of the cost of the acquisition, construction, and equipping by the Borrower of 134-unit senior living community, including approximately 59 independent living units and 1 guest suite for visitors, 43 assisted living units, 8 assisted living care suites, and 24 memory care units, to be located at 23440 Ambassador Boulevard NW, St. Francis, Minnesota (the “Project”); (ii) finance capitalized interest during the construction of the Project, if necessary; (iii) fund required reserves, if any; and (iv) pay costs of issuance of the Series 2024A Note and the Series 2024A-T Note.

The Issuer will apply the proceeds derived from the sale of the Series 2024A Note and the Series 2024A-T Note to make a loan (the “Loan”) to the Borrower under the terms of a Loan Agreement, dated as of \_\_\_\_\_ 1, 2024 (the “Loan Agreement”), between the Issuer and the Borrower, for the purposes set forth above. The Series 2024A Note and the Series 2024A-T Note will be secured by (i) an Assignment of Loan Agreement, dated as of \_\_\_\_\_ 1, 2024 (the “Assignment of Loan Agreement”), between the Issuer and the Lender, under which the Loan repayments to be received by the Issuer under the terms of the Loan Agreement are assigned to the Lender; (ii) a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement, dated the date of issuance of the Series 2024A Note and the Series 2024A-T Note (the “Mortgage”), by the Borrower in favor of the Lender; (iii) a Security Agreement, dated the date of issuance of the Series 2024A Note and the Series 2024A-T Note (the “Security Agreement”), by the Borrower in favor of the Lender; (iv) a Continuing Guaranty Agreement, dated the date of issuance of the Series 2024A Note and the Series 2024A-T Note (the “Guaranty”), by the Sole Member, as guarantor, in favor of the Lender; and (v) the other Security Documents (as that term is defined in the Loan Agreement). The Loan Agreement, the Assignment of Loan Agreement, the Mortgage, the Security Agreement, the Guaranty, the Security Documents, this Note Purchase Agreement, and the other documents to which the Borrower is a party are collectively referred to as the “Borrower Documents.”

It is understood and agreed that the Series 2024A Note and the Series 2024A-T Note and the interest thereon are special, limited obligations of the Issuer payable solely from: (i) payments to be made under the Loan Agreement; (ii) amounts realized upon foreclosure of the Mortgage and enforcement of the other Borrower Documents; (iii) amounts paid under the Guaranty. The Series 2024A Note and the Series 2024A-T Note shall never constitute a general or moral obligation of the Issuer, are not secured by the full faith and credit or taxing powers of the Issuer, and do not constitute a charge against the Issuer’s property, general credit, or tax revenues.

2. Issuer’s Representations and Warranties. The Issuer makes the following representations and warranties:

(a) The Issuer a home rule city and political subdivision organized and existing under its Charter and the Constitution and laws of the State of Minnesota (the “State”). The Issuer has full legal right, power and authority under the Constitution and laws of the State, including Minnesota Statutes, Chapter 462C, as amended, and Sections 471.59 and 471.656, as amended (the “Act”), to issue the Series 2024A Note and the Series 2024A-T Note for the purposes stated in the Loan Agreement, to enter into this Note Purchase Agreement, the Loan Agreement, and the Assignment of Loan Agreement, and to loan the proceeds of the Series 2024A Note and the Series 2024A-T Note to the Borrower to be applied to the purposes stated in the Loan Agreement.

(b) The execution and delivery of this Note Purchase Agreement does not, and the execution and delivery of the Series 2024A Note and the Series 2024A-T Note, the Loan Agreement, and the Assignment of Loan Agreement, and the Resolution (hereinafter defined), and compliance with the provisions of each of them, under the circumstances contemplated thereby, will not, in any material respect, conflict with or constitute on the part of the Issuer a breach of or default under any other agreement or instrument to which the Issuer is a party or any existing law, administrative regulation, court order, or consent decree to which the Issuer is subject.

(c) With respect to such matters that are preconditions to the issuance of the Series 2024A Note and the Series 2024A-T Note that are identified in the Act and the Loan Agreement, the Issuer has, to its knowledge, and at the Closing Date (hereinafter defined) will have, in all respects complied therewith.

(d) To the knowledge of the Issuer, all approvals, consents, and orders of any governmental authority, board, agency, council, commission, or other body in or of the Issuer or the State having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Loan Agreement, the Assignment of Loan Agreement, the Series 2024A Note, and the Series 2024A-T Note have been obtained or, if not, will be obtained at the Closing Date.

(e) On May 6, 2024, the City Council of the Issuer duly adopted a resolution (the “Resolution”) authorizing the issuance, execution, delivery, and performance of the Series 2024A Note, the Series 2024A-T Note, the Loan Agreement, the Assignment of Loan Agreement, this Note Purchase Agreement, and all other documents necessary to the sale and issuance of the Series 2024A Note and the Series 2024A-T Note.

(f) No litigation is pending or, to the actual knowledge of the Issuer, threatened (i) seeking to restrain or enjoin the issuance or delivery of any of the Series 2024A Note and the Series 2024A-T Note or the application of proceeds of the Series 2024A Note and the Series 2024A-T Note as provided in the Loan Agreement or the collection of revenues pledged under the Loan Agreement; (ii) in any way contesting or affecting any authority for the issuance of the Series 2024A Note and the Series 2024A-T Note or the validity of the Series 2024A Note, the Series 2024A-T Note, the Loan Agreement, the Assignment of Loan Agreement, the Resolution, or this Note Purchase Agreement; or (iii) in any way contesting the existence or powers of the Issuer.

3. Borrower’s Representations and Warranties. The Borrower makes the following representations and warranties:

(a) The Borrower is duly organized and existing as a limited liability company under the laws of the State and the Borrower has full legal right, power, and authority to enter into the Borrower Documents, and to carry out and consummate all transactions contemplated by such documents.

(b) The execution and delivery of this Note Purchase Agreement does not, and the execution and delivery of the Borrower Documents and compliance with the provisions of each of them, under the circumstances contemplated thereby, will not, in any material respect, conflict with or constitute on the part of the Borrower a breach of or default under any other agreement or instrument to which the Borrower is a party or, to the Borrower’s knowledge, any existing law, administrative regulation, court order, or consent decree to which the Borrower is subject.

(c) All approvals, consents, and orders of any governmental authority, board, agency, council, commission, or other body in or of any state and the federal government having jurisdiction which would constitute a condition precedent to the performance by the Borrower of its obligations hereunder and under the other Borrower Documents have been obtained or, if not, are expected to be promptly obtained by the Borrower.

(d) This Note Purchase Agreement does, and the other Borrower Documents, when each of them has been executed and delivered by the Borrower, will, assuming due authorization, execution, and delivery by the other parties thereto, each constitute a valid and binding obligation of the Borrower, enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency, or other laws affecting creditors’ rights or remedies heretofore or hereafter enacted.

(e) No litigation to which the Borrower is a party is pending or, to the knowledge of the Borrower, threatened: (i) seeking to restrain or enjoin the issuance or delivery of the Series 2024A Note and the Series 2024A-T Note or the application of proceeds of the Series 2024A Note and the Series 2024A-T Note as provided in the Loan Agreement, (ii) in any way contesting or affecting any authority for the issuance of the Series 2024A Note and the Series 2024A-T Note or the validity of the Series 2024A Note and the Series 2024A-T Note, or any other Borrower Documents, or (iii) in any way affecting, in a material adverse manner, the property of the Borrower or contesting the existence or powers of the Borrower (other than what has been previously disclosed to Lender).

4. Lender’s Representations and Warranties. The Lender makes the following representations and warranties:

(a) The Lender is a national banking association and has full legal right, power, and authority to enter into this Note Purchase Agreement, and to carry out and consummate all transactions contemplated herein.

(b) The Lender is a financial institution with experience in financial matters and is capable of evaluating the merits and risks of an investment in the Series 2024A Note and the Series 2024A-T Note and will provide a certificate to this effect to the Issuer upon Closing.

5. Purchase, Sale, and Delivery of the Series 2024A Note and the Series 2024A-T Note. On the basis of the representations and warranties and subject to the terms and conditions set forth herein, the Lender agrees to purchase the Series 2024A Note at a purchase price of \$10,000,000 and the Series 2024A-T Note at a purchase price of \$1,000,000. The Series 2024A Note shall bear interest at the rate of \_\_\_\_\_% per annum, and the Series 2024A-T Note shall bear interest at the rate of \_\_\_\_\_% per annum. With respect to the purchase of the Series 2024A Note, the Lender will charge the Borrower a fee of \$25,000 (twenty-five (25) basis points of the principal amount of the Series 2024A Note) on the date the Series 2024A Note is issued and delivered to the Lender. With respect to the purchase of the Series 2024A-T Note, the Lender will charge the Borrower a fee of \$2,500 (twenty-five (25) basis points of the principal amount of the Series 2024A-T Note) on the date the Series 2024A-T Note is issued and delivered to the Lender. Payment for the Series 2024A Note and the Series 2024A-T Note shall be made to the Issuer or its order in immediately available funds on or before \_\_\_\_\_ \_\_.m. Central Time on \_\_\_\_\_, 2024, or at such later date as may be agreed upon by appropriate representatives of the Issuer and the Lender against delivery of the Series 2024A Note and the Series 2024A-T Note to the Lender. The date and time of such payment and delivery are herein called the “Closing Date,” and the payment and delivery of the Series 2024A Note and the Series 2024A-T Note are herein called the “Closing.”

6. Conditions of Purchase Obligation of the Lender. The obligation of the Lender to purchase and pay for the Series 2024A Note and the Series 2024A-T Note is subject to the following conditions:

(a) The representations and warranties of the Issuer and the Borrower contained in this Note Purchase Agreement and the Loan Agreement shall be true, complete, and correct on the date of acceptance hereof and on and as of the Closing Date with the same effect as if made on the Closing Date.

(b) On the Closing Date, the Resolution, the Act, the Loan Agreement, the Assignment of Loan Agreement, the Mortgage, the Security Agreement, the Guaranty, the other Security Documents, and the other Loan Documents (as defined in the Loan Agreement) shall be in full force and effect, shall each be in form and substance acceptable to the Lender in all respects, and shall not have been amended, modified, or supplemented except as may have been agreed to in writing by the Lender; and the Issuer and the Borrower shall have duly adopted and there shall be in full force and effect such ordinances and resolutions, and entered into such agreements, as, in the opinion of Bond Counsel, and in the opinion of Moss & Barnett, a Professional

Association, counsel to the Lender, shall be necessary in connection with the transactions contemplated hereby or the documentation of security for the Series 2024A Note and the Series 2024A-T Note.

(c) The Lender may terminate this Note Purchase Agreement by notification in writing to the Issuer and the Borrower at any time in the sole discretion of the Lender if the Lender determines that: (i) all documentation in connection with the issuance of the Series 2024A Note and the Series 2024A-T Note shall not be satisfactory in form and substance to the Lender or its counsel; or (ii) the results of any due diligence efforts by the Lender with respect to the proposed issuance of the Series 2024A Note and the Series 2024A-T Note shall not, in the sole discretion of the Lender, be satisfactory to the Lender; or (iii) the Lender, the Borrower, and the Issuer shall not have reached agreement as to the terms of any of the agreements referred to in this Note Purchase Agreement on terms and conditions acceptable to the Lender in its sole discretion; or (iv) the Series 2024A Note and the Series 2024A-T Note are not issued on the terms and conditions satisfactory to the Lender in its sole discretion on or before \_\_\_\_\_, 2024.

(d) On or before the Closing Date, the Lender shall have received the documents and the other items listed in Section 3.2 of the Loan Agreement.

(e) The Notes (other than the Series 2024A Note and the Series 2024A-T Note) are issued as of the Closing Date.

If the Issuer or the Borrower shall be unable for any reason to satisfy the conditions of the Lender's obligation contained in this Note Purchase Agreement or if the Lender's obligation shall be terminated for any reason permitted by this Note Purchase Agreement, this Note Purchase Agreement shall terminate and neither the Lender, the Issuer, nor the Borrower shall have any further obligations or liability hereunder, except that the respective obligations of the Issuer, the Borrower, and the Lender set forth in Section 7 hereof, shall continue in full force and effect.

7. Representations, Warranties, and Agreements to Survive Delivery. The representations, warranties, indemnities, agreements, and other statements of the Issuer, the Borrower, and the Lender or its or their officers set forth in or made under the terms of this Note Purchase Agreement will remain operative and in full force and effect regardless of any investigation made by or on behalf of the Issuer or the Lender or controlling person and will survive delivery of and payment for the Series 2024A Note and the Series 2024A-T Note.

8. Payment of Expenses. The Borrower agrees to pay either directly or, to the extent permitted under federal tax law as determined by Bond Counsel, from the proceeds of the Series 2024A Note and the Series 2024A-T Note and Borrower funds, all expenses and costs with respect to the authorization, preparation, issuance, delivery, and sale of the Series 2024A Note and the Series 2024A-T Note, including without limitation (i) the Lender's fee and miscellaneous expenses; (ii) the fees and disbursements of Bond Counsel, the fees and disbursements of the Borrower's counsel, and the fees and disbursements of the Issuer; (iii) the fees and expenses of Lender's counsel; and (iv) the various other expenses and costs of Closing.

9. Covenants and Indemnifications for the Benefit of the Issuer.

(a) The Borrower and the Lender hereby consent and agree that the Issuer's execution and delivery of this Note Purchase Agreement, and any action taken by the Issuer hereunder and any failure or alleged failure on the part of the Issuer to abide by such terms hereof as may be applicable to the Issuer, shall not give rise to any pecuniary liability of the Issuer.

(b) The issuance of the Series 2024A Note and the Series 2024A-T Note by the Issuer shall be subject to the condition that the Issuer, in its sole and absolute discretion, shall have executed and delivered the

Loan Agreement, and nothing in this Note Purchase Agreement shall impose or imply an obligation on the Issuer to do so.

(c) All indemnifications of the Issuer and other agreements respecting payment of costs of the Issuer provided in this Note Purchase Agreement shall not be subject to limitation and shall survive expiration or termination of this Note Purchase Agreement, notwithstanding any provision in this Note Purchase Agreement to the contrary.

10. Notices. Any notice or other communication to be given to the Issuer, the Borrower, or the Lender under this Note Purchase Agreement may be given by delivering the same in writing to the addresses set forth below.

To the Issuer: City of St. Francis, Minnesota  
23340 Cree Street NW  
St. Francis, MN 55070  
Attention: City Administrator

To the Borrower: Vista Prairie at Eagle Pointe, LLC  
c/o Vista Prairie Communities  
11180 Zealand Avenue North  
Champlin, MN 55316  
Attention: \_\_\_\_\_

with a copy to: Best & Flanagan LLP  
225 South Sixth Street, Suite 4000  
Minneapolis, MN 55402  
Attention: Dan Kaplan, Esq.

To the Lender: Sunrise Banks, National Association  
2300 Como Avenue  
Saint Paul, MN 55108  
Attention: \_\_\_\_\_

with a copy to: Moss & Barnett, a Professional Association  
150 South Fifth Street, Suite 1200  
Minneapolis, MN 55402  
Attention: Christopher Ferreira, Esq.

11. Parties in Interest. This Note Purchase Agreement shall be binding upon and shall inure to the benefit of the Lender, the Issuer, the Borrower, and, to the extent expressed, any person controlling the Lender, the Issuer, or the Borrower, and their respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Note Purchase Agreement.

12. Governing Law. This Note Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

13. Counterparts. This Note Purchase Agreement may be executed in any number of counterparts.



14. Severability. In the event any provision of this Note Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions of this Note Purchase Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Note Purchase Agreement with respect to the Series 2024A Note and the Series 2024A-T Note, as of the date and year first written above.

**SUNRISE BANKS, NATIONAL ASSOCIATION**

By \_\_\_\_\_  
Its \_\_\_\_\_

Execution page of the Borrower to the Note Purchase Agreement with respect to the Series 2024A Note and the Series 2024A-T Note, dated the date and year first written above.

**VISTA PRAIRIE AT EAGLE POINTE, LLC**

By \_\_\_\_\_  
Its \_\_\_\_\_

Execution page of the Issuer to the Note Purchase Agreement with respect to the Series 2024A Note and the Series 2024A-T Note, dated the date and year first written above.

**CITY OF ST. FRANCIS, MINNESOTA**

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Administrator

**EXHIBIT A**  
**FORM OF SERIES 2024A NOTE**

[Insert form of Series 2024A Note]

**EXHIBIT B**  
**FORM OF SERIES 2024A-T NOTE**

[Insert form of Series 2024A-T Note]

SA330-28 (JAE)  
938718v2

**CITY OF ST. FRANCIS, MINNESOTA  
CITY OF NOWTHEN, MINNESOTA  
CITY OF HAM LAKE, MINNESOTA**

**JOINT HOUSING PROGRAM FOR A  
MULTIFAMILY HOUSING DEVELOPMENT**

**VISTA PRAIRIE AT EAGLE POINTE, LLC**

Section A. The Project, the Issuers, and the Notes. Pursuant to the Constitution and laws of the State of Minnesota, particularly Minnesota Statutes, Chapter 462C, as amended (the “Act”), cities and other political subdivisions of the State of Minnesota are authorized to carry out the public purposes described therein and contemplated thereby in the financing of multifamily housing developments by issuing revenue bonds or obligations to defray, in whole or in part, the development costs of a multifamily housing development, and by entering into any agreements made in connection therewith and by pledging any such agreements as security for the payment of the principal of and interest on any such revenue bonds or obligations.

A multifamily housing development financed under the Act may consist of a multifamily housing development combined with a new or existing health care facility if: (i) the multifamily housing development is designed and intended to be used for rental occupancy; (ii) the multifamily housing development is designed and intended to be used primarily by elderly or physically handicapped persons; and (iii) nursing, medical, personal care, and other health-related, assisted-living services are available to the residents on a twenty-four (24) hour basis in the multifamily housing development.

Cities and other political subdivisions of the State of Minnesota are authorized to issue obligations to finance the acquisition or improvement of real property located outside of the corporate boundaries of such cities or other political subdivisions if the obligations are issued under a joint powers agreement, whether issued by a joint powers board or by one or more of the parties to the joint powers agreement, and the property is located entirely within the boundaries of one or more of the parties to the joint powers agreement.

Vista Prairie at Eagle Pointe, LLC, a Minnesota limited liability company, or any of its affiliates (collectively, the “Borrower”), the sole member of which is Governmental and Educational Assistance Corporation, an Arkansas nonprofit corporation doing business as Vista Prairie Communities, has requested the participation of the City of St. Francis, Minnesota (the “City of St. Francis”), the City of Nowthen, Minnesota (the “City of Nowthen”), and the City of Ham Lake, Minnesota (the “City of Ham Lake,” and collectively with the City of St. Francis and the City of Nowthen, the “Issuers”) in financing the acquisition, construction, and equipping of an approximately 134-unit senior living community, including approximately 59 independent living units and one guest suite for visitors, 43 assisted living units, 8 assisted living care suites, and 24 memory care units, to be located at 23440 Ambassador Boulevard NW in the City of St. Francis (the “Project”).

The Issuers are authorized and empowered, pursuant to the Act, to carry out the public purposes described in the Act to finance, in whole or in part, the Project. At the request of the Borrower, the Issuers propose to enter into a Cooperative Agreement (the “Cooperative Agreement”), pursuant to the provisions and conditions of Minnesota Statutes, Sections 471.59 and 471.656, as amended. Under the terms of the Cooperative Agreement, the City of St. Francis will consent to the issuance of revenue bonds by the City of Nowthen and the City of Ham Lake to finance a portion of the costs of the Project.

In accordance with the requirements of Section 462C.04 of the Act, as a condition to the issuance of revenue bonds or obligations under the Act to finance the Project, a housing program must be prepared and approved with respect to the Project and the revenue bonds or obligations proposed to be issued to undertake such activities, and the housing program must be submitted to Metropolitan Council for review and comment.

Pursuant to Section 462C.04, subdivision 2 of the Act, each of the Issuers must (i) establish a date for a public hearing with respect to the housing program and the proposal to issue revenue bonds or obligations pursuant to the terms of the housing program; (ii) publish a notice of a public hearing in a newspaper of general circulation in the jurisdiction of the Issuer at least fifteen (15) days prior to the date established by each Issuer for the public hearing; and (iii) conduct the public hearing with respect to the housing program and the proposal of each Issuer to issue revenue bonds or obligations pursuant to the terms of the housing program and the Act to finance a portion of the Project.

This Joint Housing Program for a Multifamily Housing Development (the “Housing Program”) is proposed to be undertaken by the Issuers at the request of the Borrower with respect to the Project in accordance with the terms of the Act. The Project will be owned by the Borrower. The representations herein are based entirely on representations or other information provided to the Issuers by or on behalf of the Borrower. The Issuers have not independently investigated the accuracy of the representations of the Borrower.

The revenue bonds or obligations proposed to be issued by the City of St. Francis under the Act (the “St. Francis Notes”) are expected to be issued in one or more series of tax-exempt or taxable obligations in the estimated principal amount not to exceed \$11,000,000. The revenue bonds or obligations proposed to be issued by the City of Nowthen under the Act (the “Nowthen Notes”) are expected to be issued in one or more series of tax-exempt or taxable obligations in the estimated principal amount not to exceed \$10,000,000. The revenue bonds or obligations proposed to be issued by the City of Ham Lake under the Act (the “Ham Lake Notes,” and collectively with the St. Francis Notes and the Nowthen Notes, the “Notes”) are expected to be issued in one or more series of tax-exempt or taxable obligations in the estimated principal amount not to exceed \$10,000,000. Each of the Issuers will conduct a public hearing with respect to the proposed issuance of its respective Note or Notes to finance a portion of the Project. The Notes are expected to be issued by the Issuers in spring of 2024. The proceeds derived from the sale of the Notes are proposed to be loaned to the Borrower pursuant to the terms of a loan agreement with each of the Issuers, the proceeds of which will be applied to (i) finance the costs of the Project; (ii) fund any required reserves; (iv) finance capitalized interest if necessary; and (iv) pay certain costs of issuance of the Notes. The Borrower will agree in each of the loan agreements to make loan repayments in amounts sufficient to pay the principal of, premium, if any, and interest on the Notes when due. The estimated cost of the activities described in items (i) through (iv) hereof may change between the date of approval of this Housing Program and the date of issuance of the Notes but will not exceed \$31,000,000.

In determining to undertake the financing of the Project, the Issuers have each considered the information available, including information concerning the population, housing stock and economic climate of the Twin Cities metropolitan area, and the Issuers have determined that the issuance of the Notes by the Issuers and the financing of the Project are in the best interests of the public health, safety, and welfare of the people of the State of Minnesota.

Section B. Housing Program. The Issuers are establishing this Housing Program to assist in financing the Project at a cost and upon such other terms and conditions as may be determined by the Issuers in accordance with the Act.



The Notes will be secured by the loan repayments to be made by the Borrower under the terms of the loan agreements, and the obligation of the Borrower to make the loan repayments will be secured by a mortgage lien on the land and buildings comprising the Project and other facilities owned and operated by the Borrower, a pledge of the leases and rents to be derived from the Project, a security interest in the fixtures and equipment financed as a part of the Project, or such security as may be required by the owner of the Notes. If agreed to by the original purchaser of the Notes and the Borrower, the loan repayments may also be secured by a guaranty agreements of the Borrower or a related party. In the event the revenues and other security pledged to the payment of the loan repayments are not sufficient to pay the principal of, premium, if any, and interest on the Notes when due, the owners of the Notes will bear the loss.

The Notes will not constitute a general or moral obligation of the Issuers or the City of Bloomington, will not be secured by the taxing powers of the Issuers, will not be secured by any property of the Issuers, and will not be secured by any property of the Issuers except the interests of the Issuers in the loan agreements. The St. Francis Notes will be special, limited obligations of the City of St. Francis payable solely from the Borrower’s revenues. The Nowthen Notes will be special, limited obligations of the City of Nowthen payable solely from the Borrower’s revenues. The Ham Lake Notes will be a special, limited obligations of the City of Ham Lake payable solely from the Borrower’s revenues.

Section C. Local Contributions to the Housing Program. The issuance of the Notes for the Project is expected to allow the Issuers to finance the Project at a lower interest cost than is otherwise available.

Section D. Standards and Requirements Relating to the Project Pursuant to the Housing Program. The following standards and requirements shall apply with respect to the operation of the Project:

- (1) Substantially all of the proceeds of the Notes will be applied to the financing of the costs of the Project, the funding of any required reserves, the financing of capitalized interest, if necessary, and the payment of the costs of issuance of the Notes. The resolutions authorizing the issuance of the Notes and the loan agreement pursuant to which the proceeds of the Notes are to be loaned to the Borrower will include certain covenants to be made by the Issuers and the Borrower regarding the use of proceeds and by the Borrower regarding the character and use of the Project.
- (2) The Borrower will covenant that it will not arbitrarily reject an application from a proposed tenant because of race, color, creed, religion, national origin, sex, marital status, or status with regard to public assistance or disability.
- (3) The dwelling units of the Project will be occupied by, or held for occupancy by, elderly persons.

The Borrower will enter into agreements requiring compliance throughout the term of the Notes (or for such longer period as may be required by law) with the requirements of state law. The Project is consistent with the Issuers’ plans for housing development. The Borrower will be required to operate the Project in accordance with state and local anti-discrimination laws and ordinances.

Section E. Severability. The provisions of this Housing Program are severable, and if any of its provisions, sentences, clauses, or paragraphs shall be held unconstitutional, contrary to statute, exceeding the authority of the Issuers, or otherwise illegal or inoperative by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

Section F. Amendment. While the Notes are outstanding, the Issuers shall not amend this Housing Program to the detriment of the holders of such obligations. The Issuers may amend this Housing Program,

to the extent authorized by law and the contractual obligations of the Issuers to the extent the Issuers deem such amendment to be in the best interests of the Issuers, the Project, and the owner of the Notes.

Section G. State Ceiling. All or a portion of the Notes (the “Tax-Exempt Notes”) shall be issued as “qualified 501(c)(3) notes” pursuant to Section 145 of the Internal Revenue Code of 1986, as amended, the interest on which is not includable in gross income for federal income tax purposes and which is not includable in taxable net income for individuals, estates, and trusts for State of Minnesota income tax purposes (subject to certain qualifications). None of the state ceiling for private activity bonds is required to be allocated to the Tax-Exempt Notes.

SA330-28 (JAE)  
938777v2

**First Draft  
April 16, 2024**

**COOPERATIVE AGREEMENT**

THIS COOPERATIVE AGREEMENT, dated as of \_\_\_\_\_ 1, 2024 (the “Cooperative Agreement”), is between the CITY OF ST. FRANCIS, MINNESOTA, a home rule city and political subdivision organized and existing under its Charter and the Constitution and laws of the State of Minnesota (the “City of St. Francis” or the “Host City”), the CITY OF NOWTHEN, MINNESOTA, a statutory city and political subdivision organized and existing under the Constitution and laws of the State of Minnesota (the “City of Nowthen”), and the CITY OF HAM LAKE, MINNESOTA, a home rule city and political subdivision organized and existing under its Charter and the Constitution and laws of the State of Minnesota (the “City of Ham Lake,” and collectively with the City of St. Francis and the City of Nowthen, the “Issuers”).

**RECITALS**

WHEREAS, the Issuers are authorized by the provisions of Minnesota Statutes, Chapter 462C, as amended (the “Act”), to issue revenue obligations to finance multifamily housing developments (including independent living, assisted living, and memory care facilities); and

WHEREAS, pursuant to Minnesota Statutes, Section 471.656, as amended, municipalities may issue obligations to finance the acquisition or improvement of property located outside of the corporate boundaries of such municipality if the obligations are issued under a joint powers agreement in which one or more of the parties to the joint powers agreement issue such obligations and the property is located entirely within the boundaries of one or more of the parties to the joint powers agreement; and

WHEREAS, pursuant to Minnesota Statutes, Section 471.59, as amended, by the terms of a joint powers agreement entered into through action of their governing bodies, two or more municipalities may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised, and the joint powers agreement may provide for the exercise of such powers by one or more of the participating municipalities on behalf of the other participating municipalities; and

WHEREAS, Vista Prairie at Eagle Pointe, LLC, a Minnesota limited liability company, or any of its affiliates (collectively, the “Borrower”), the sole member of which is Governmental and Educational Assistance Corporation, an Arkansas nonprofit corporation doing business as Vista Prairie Communities (the “Sole Member”), has proposed to acquire, construct, and equip a 134-unit senior living community, including approximately 59 independent living units and 1 guest suite for visitors, 43 assisted living units, 8 assisted living care suites, and 24 memory care units, to be located at 23440 Ambassador Boulevard NW in the City of St. Francis (the “Project”), which will be owned and operated by the Borrower; and

WHEREAS, the revenue obligations proposed to be issued by the Issuers for the benefit of the Borrower will not constitute general or moral obligations of, or pledge the full faith and credit or taxing powers of the Issuers, the State of Minnesota, or any other agency or political subdivision thereof, but will be payable solely from the revenues pledged and assigned thereto pursuant to one or more revenue agreements between the Issuers and the Borrower; and

WHEREAS, the governing bodies of the Issuers have authorized the execution and delivery of this Cooperative Agreement; and

NOW, THEREFORE, the Issuers agree as follows:

1. In order to finance the costs of the Project, (i) the City of St. Francis shall issue its Senior Housing Revenue Note (Vista Prairie at Eagle Pointe Project), Series 2024A (the “Series 2024A Note”), in the original aggregate principal amount of \$10,000,000; (ii) the City of St. Francis shall issue its Taxable Senior Housing Revenue Note (Vista Prairie at Eagle Pointe Project), Series 2024A-T (the “Series 2024A-T Note,” and together with the Series 2024A Note, the “St. Francis Notes”), in the original aggregate principal amount of \$1,000,000; (iii) the City of Nowthen shall issue its Senior Housing Revenue Note (Vista Prairie at Eagle Pointe Project), Series 2024B (the “Nowthen Note”), in the original aggregate principal amount of \$10,000,000; and (iv) the City of Ham Lake shall issue its Senior Housing Revenue Note (Vista Prairie at Eagle Pointe Project), Series 2024C (the “Ham Lake Note,” and collectively with the St. Francis Notes and the Nowthen Note, the “Notes”), in the original aggregate principal amount of \$10,000,000.

2. The governing bodies of the Issuers have each conducted a public hearing with respect to the issuance of the Notes and the Project.

3. The governing bodies of the Issuers have each adopted a resolution approving this Cooperative Agreement and authorizing its execution and delivery.

4. The Host City hereby consents to and approves the issuance of the Nowthen Note by the City of Nowthen and the issuance of the Ham Lake Note by the City of Ham Lake for the purposes stated herein.

5. Except to the extent specifically provided herein, the Issuers shall not incur any obligations or liabilities to each other as a result of the issuance of the Notes. The St. Francis Notes, the Nowthen Note, and the Ham Lake Note shall be special, limited obligations of the City of St. Francis, the City of Nowthen, and the City of Ham Lake, respectively, payable solely from proceeds, revenues, and other amounts specifically pledged to the payment of the St. Francis Notes, the Nowthen Note, and the Ham Lake Note. The St. Francis Notes, the Nowthen Note, and the Ham Lake Note and the interest thereon shall not constitute or give rise to a pecuniary liability, general or moral obligation, or a pledge of the full faith and credit or taxing powers of the City of St. Francis, the City of Nowthen, the City of Ham Lake, the State of Minnesota, or any political subdivision of the above, within the meaning of any constitutional or statutory provisions.

6. All costs incurred by the Issuers in the authorization, execution, delivery, and performance of this Cooperative Agreement and all related transactions shall be paid by the Borrower.

7. Pursuant to the loan agreements between each issuer and the Borrower (collectively, the “Loan Agreements”), the Borrower has agreed to indemnify and hold harmless the respective Issuer and their officers, agents and employees harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys’ fees and expenses), causes of action, suits, claims, demands and judgments of any nature arising from the acts or omissions of the respective officers, agents, or employees of the Borrower, to the extent such acts or omissions are related to activities conducted by the Borrower under the Loan Agreements, as the case may be.

8. This Cooperative Agreement may not be terminated by any party so long as any Notes are outstanding.

9. This Cooperative Agreement may be amended by the Issuers at any time. No amendment may impair the rights of the Borrower or the holders of the Notes.

10. This Cooperative Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement.

11. This Cooperative Agreement shall be governed by the laws of the State of Minnesota.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, duly authorized officers of the Issuers have executed this Cooperative Agreement as of the date and year first written above.

**CITY OF ST. FRANCIS, MINNESOTA,**  
as the Host City and an Issuer

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Administrator

Execution page of the City of Nowthen to the Cooperative Agreement, dated as of the date and year first written above.

**CITY OF NOWTHEN, MINNESOTA,**  
as an Issuer

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Administrator

Execution page of the City of Ham Lake to the Cooperative Agreement, dated as of the date and year first written above.

**CITY OF HAM LAKE, MINNESOTA,**  
as an Issuer

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Administrator

SA330-28 (JAE)  
938762v2



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

**RESOLUTION 2024-15**

**RESOLUTION AUTHORIZING THE ISSUANCE OF REVENUE OBLIGATIONS FOR THE BENEFIT OF VISTA PRAIRIE AT EAGLE POINTE, LLC; APPROVING THE EXECUTION OF THE REVENUE OBLIGATIONS AND RELATED DOCUMENTS; AND TAKING OTHER ACTIONS WITH RESPECT THERETO**

**BE IT RESOLVED** by the City Council (the “City Council”) of the City of St. Francis, Minnesota (the “City”), as follows:

Section 1. Findings.

1.01. Minnesota Statutes, Chapter 462C, as amended (the “Act”), authorizes the City to carry out the public purposes described in the Act by providing for the issuance of revenue bonds to provide funds to finance multifamily housing developments (including independent living, assisted living, and memory care facilities).

1.02. Pursuant to Minnesota Statutes, Section 471.656, as amended, a municipality may issue obligations to finance the acquisition or improvement of property located outside of the corporate boundaries of such municipality if the obligations are issued under a joint powers agreement between the municipality issuing the obligations and the municipality in which the property to be acquired or improved is located. Pursuant to Minnesota Statutes, Section 471.59, as amended, by the terms of a joint powers agreement entered into through action of their governing bodies, two or more municipalities may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised and the joint powers agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units.

1.03. Vista Prairie at Eagle Pointe, LLC, a Minnesota limited liability company, or any of its affiliates (collectively, the “Borrower”), the sole member of which is Governmental and Educational Assistance Corporation, an Arkansas nonprofit corporation doing business as Vista Prairie Communities (the “Sole Member”), has proposed that the City issue one or more series of tax-exempt and taxable revenue obligations (the “City Notes”) in an estimated aggregate principal amount not to exceed \$11,000,000. The Borrower has proposed to apply the proceeds of the City Notes, along with the proceeds of revenue notes proposed to be issued by the City of Nowthen, Minnesota (the “City of Nowthen”) in an estimated aggregate principal amount not to exceed \$10,000,000 (the “Nowthen Note”) and the City of Ham Lake, Minnesota (the “City of Ham Lake”) in an estimated aggregate principal amount not to exceed \$10,000,000 (the “Ham Lake Note,” and collectively with the City Notes and the Nowthen Note, the “Notes”), to finance all or a portion of the costs of the acquisition, construction, and equipping of an approximately 134-unit

senior living community, including approximately 59 independent living units and one guest suite for visitors, 43 assisted living units, 8 assisted living care suites, and 24 memory care units, to be located at 23440 Ambassador Boulevard NW in the City (the “Project”). The Project will be owned and operated by the Borrower.

1.04. In accordance with the Act, the City, the City of Nowthen, and the City of Ham Lake have prepared a joint housing program (the “Housing Program”), which authorizes the issuance of the Notes by the City, the City of Nowthen, and the City of Ham Lake to finance the Project. The Housing Program was submitted to Metropolitan Council for its review and comment.

1.05. The Sole Member has represented to the City that it is exempt from federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended (the “Code”), as a result of the application of Section 501(c)(3) of the Code. The Borrower is a disregarded entity of the Sole Member.

1.06. Under Section 147(f) of the Code, prior to the issuance of the City Notes, the City Council must conduct a public hearing after one publication of notice in a newspaper circulating generally in the City at least seven (7) days before the hearing. Under Section 462C.04, subdivision 2 of the Act, a public hearing must be held on the Housing Program after one publication of notice in a newspaper circulating generally in the City at least fifteen (15) days before the hearing.

1.07. Under Section 147(f) of the Code, prior to the issuance of the Nowthen Note and the Ham Lake Note, the City Council must consent to the issuance of the Nowthen Note and the Ham Lake Note by the City of Nowthen and the City of Ham Lake, respectively, after conducting a public hearing thereon preceded by publication of notice in a newspaper circulating generally in the City at least seven (7) days before the hearing.

1.08. On the date hereof, the City Council conducted a public hearing on the Project, the Housing Program, the issuance of the City Notes, and host approval for the issuance of the Nowthen Note and the Ham Lake Note. As required by Section 462C.04, subdivision 2 of the Act and Section 147(f) of the Code, notice of the hearing was published in the *Anoka County Union Herald*, the official newspaper of and a newspaper circulating generally in the City, at least fifteen (15) days before a meeting of the City Council on the date hereof. At the public hearing, a reasonable opportunity was provided for interested individuals to express their views, both orally and in writing, on the Project, the Housing Program, the proposed issuance of the City Notes, and host approval for the issuance of the Nowthen Note and the Ham Lake Note.

1.09. The City Notes are to be issued under the terms of this resolution. Sunrise Banks, National Association, a national banking association (the “Lender”), has agreed to purchase the City Notes pursuant to a Note Purchase Agreement (the “Note Purchase Agreement”) between the City, the Borrower, and the Lender. The proceeds derived from the sale of the City Notes (the “Loan”) are to be loaned by the City to the Borrower pursuant to the terms of a Loan Agreement (the “Loan Agreement”) between the City and the Borrower. Proceeds of the City Notes will be applied by the Borrower to (i) finance a portion of the costs of the acquisition, construction, and

equipping of the Project; (ii) finance capitalized interest on the City Notes, if necessary; (iii) finance any required reserves; and (iv) pay the costs of issuing the City Notes. The proceeds of the City Notes will be disbursed pursuant to the terms of the Loan Agreement and a disbursing agreement between the Borrower and the Lender and any other parties named therein (the “Disbursing Agreement”).

1.10. The loan repayments required to be made by the Borrower under the terms of the Loan Agreement and certain other rights will be assigned to the Lender under the terms of an Assignment of Loan Agreement (the “Assignment”) between the City and the Lender.

1.11. In consideration of the Loan by the City and to secure the payment of its obligations under the Loan Agreement and the principal of, premium, if any, and interest on the City Notes when due, the Borrower will execute and deliver a mortgage document granting a mortgage lien on certain property of the Borrower (the “Mortgage”) in favor of the Lender. The Loan will be further secured by, among other documents, a security agreement and one or more guaranties.

1.12. The principal of, premium, if any, and interest on the City Notes (i) shall be payable solely from the revenues pledged and otherwise available therefor; (ii) shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation; (iii) shall not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers; and (iv) shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City other than the City’s interest in the Loan Agreement.

Section 2. Housing Program. The Housing Program, in the form substantially on file with the City, is hereby approved.

Section 3. City Notes.

3.01. For the purposes set forth above, there is hereby authorized the issuance, sale, and delivery of the City Notes in an aggregate principal amount not to exceed \$11,000,000. The City Notes shall bear interest at rates designated by the terms of the City Notes, and shall be designated, shall be numbered, shall be dated, shall mature, shall be subject to redemption prior to maturity, shall be in such form, and shall have such other terms, details, and provisions as are prescribed in the forms of the City Notes now on file with the City, with the amendments referenced herein. The City hereby authorizes all or a portion of the City Notes to be issued as a “tax-exempt bond” the interest on which is not includable in gross income for federal and State of Minnesota income tax purposes; provided, however, that the principal amount of the City Notes to be issued on a tax-exempt basis (the “Tax-Exempt City Note”) is not expected to exceed \$10,000,000.

3.02. All of the provisions of the City Notes, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. The City Notes shall be substantially in the forms now on file with the City, which forms are hereby approved, with such necessary and appropriate variations, omissions, and insertions as the Mayor and the City Administrator, in their discretion, shall determine. The Mayor and the City Administrator are authorized and directed to prepare the City Notes, and the City Notes shall be

delivered to the Lender. The execution of the City Notes with the manual or facsimile signatures of the Mayor and the City Administrator and the delivery of the City Notes by the City shall be conclusive evidence of such determination. The City Council hereby authorizes and directs the Mayor and the City Administrator to execute and deliver the City Notes.

3.03. The City Notes shall be special, limited obligations of the City, and the principal of, premium, if any, and interest on the City Notes shall be payable solely from the proceeds of the City Notes, the revenues derived from the Borrower pursuant to the terms of the Loan Agreement and the security provided by the Borrower in accordance with the terms of the Loan Agreement, the Mortgage, any security agreement, any guaranties, the other related loan documents described in the Loan Agreement, and any and all other security of any kind or nature provided by the Borrower to the Lender.

3.04. As provided in the Loan Agreement, the City Notes shall not be payable from or charged upon any funds other than the revenues pledged to its payment, nor shall the City be subject to any liability thereon, except as otherwise provided in this paragraph. No holder of the City Notes shall ever have the right to compel any exercise by the City of its taxing powers to pay any of the City Notes or the interest or premium thereon, or to enforce payment thereof against any property of the City except the interests of the City in the Loan Agreement and the revenues and assets thereunder, which will be assigned to the Lender under the Assignment. The City Notes shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City, except the interests of the City in the Loan Agreement, and the revenues and assets thereunder, which will be assigned to the Lender under the Assignment. The City Notes shall recite that the City Notes are issued pursuant to the Act and that the City Notes, including interest and premium, if any, thereon, are payable solely from the revenues and assets pledged to the payment thereof, and the City Notes shall not constitute a debt of the City within the meaning of any constitutional or statutory limitations.

3.05. The Tax-Exempt City Note is hereby designated a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code.

Section 4. Host Approval.

4.01. The City Council finds that it is in the best interest of the City to approve the issuance of the Nowthen Note by the City of Nowthen and the Ham Lake Note by the City of Ham Lake to finance a portion of the costs of the acquisition, construction, and equipping of the Project and hereby consents to the issuance of the Nowthen Note by the City of Nowthen and the Ham Lake Note by the City of Ham Lake for the purposes set forth above.

4.02. The Nowthen Note and the Ham Lake Note shall be special, limited obligations of the City of Nowthen and the City of Ham Lake, respectively, payable solely from the revenues and security provided by the Borrower to the City of Nowthen and the City of Ham Lake and pledged to the payment of the Nowthen Note and the Ham Lake Note.

Section 5. Agreements. The Mayor and the City Administrator are hereby authorized and directed to execute and deliver the Loan Agreement, the Assignment, the Note Purchase

Agreement, and the Cooperative Agreement. All of the provisions of the Loan Agreement, the Assignment, the Note Purchase Agreement, and the Cooperative Agreement, when executed and delivered as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. The Loan Agreement, the Assignment, the Note Purchase Agreement, and the Cooperative Agreement shall be substantially in the forms on file with the City which are hereby approved, with such omissions and insertions as do not materially change the substance thereof, or as the Mayor and the City Administrator, in their discretion, shall determine, and the execution thereof by the Mayor and the City Administrator shall be conclusive evidence of such determination.

Section 6. Disbursements of Proceeds of City Notes. The proceeds of the City Notes shall be disbursed in accordance with the terms of the Loan Agreement and the Disbursing Agreement.

Section 7. Other Documents. The Mayor, the City Administrator, and the Finance Director of the City are hereby authorized to execute and deliver, on behalf of the City, such other documents as are necessary or appropriate in connection with the issuance, sale, and delivery of the City Notes, including one or more certificates of the City, an endorsement of the City to the tax certificate of the Borrower, an Information Return for Tax-Exempt Private Activity Bond Issues, Form 8038, and all other documents and certificates as shall be necessary and appropriate in connection with the issuance, sale, and delivery of the City Notes. The City hereby authorizes Kennedy & Graven, Chartered, as bond counsel to the City (“Bond Counsel”) to prepare, execute, and deliver its approving legal opinion with respect to the City Notes.

Section 8. Declaration of Intent to Reimburse Costs. The United States Department of the Treasury has promulgated final regulations governing the use of the proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City or a borrower from the City for project expenditures paid prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the “Regulations”) require that the City adopt a statement of official intent to reimburse an original expenditure not later than sixty (60) days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds occur within eighteen (18) months after the later of: (i) the date the expenditure is paid; or (ii) the date the project is placed in service or abandoned, but in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

To the extent any portion of the proceeds of the City Notes will be applied to expenditures with respect to the Project, the City reasonably expects to reimburse the Borrower for the expenditures made for costs of the Project from the proceeds of the City Note after the date of payment of all or a portion of such expenditures. All reimbursed expenditures shall be capital expenditures, costs of issuance of the City Notes, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations and also qualifying expenditures under the Act.

Section 9. The City and Its Officers, Employees, and Agents.

9.01. Except as otherwise provided in this resolution, all rights, powers, and privileges conferred and duties and liabilities imposed upon the City or the City Council by the provisions of this resolution or of the aforementioned documents shall be exercised or performed by the City or by such members of the City Council, or such officers, board, body, or agency thereof as may be required or authorized by law to exercise such powers and to perform such duties.

9.02. No covenant, stipulation, obligation, or agreement herein contained or contained in the aforementioned documents shall be deemed to be a covenant, stipulation, obligation, or agreement of any member of the City Council, or any officer, agent, or employee of the City in that person's individual capacity, and neither the City Council nor any officer or employee executing the City Notes shall be liable personally on the City Notes or be subject to any personal liability or accountability by reason of the issuance thereof.

9.03. No provision, covenant, or agreement contained in the aforementioned documents, the City Notes, or in any other document relating to the City Notes, and no obligation therein or herein imposed upon the City or the breach thereof, shall constitute or give rise to any pecuniary liability of the City or any charge upon its general credit or taxing powers. In making the agreements, provisions, covenants, and representations set forth in such documents, the City has not obligated itself to pay or remit any funds or revenues, other than funds and revenues derived from the Loan Agreement which are to be applied to the payment of the City Notes, as provided therein.

9.04. Except as herein otherwise expressly provided, nothing in this resolution or in the aforementioned documents expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation, other than the City or any holder of the City Notes, any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any provisions hereof, the aforementioned documents and all of their provisions being intended to be and being for the sole and exclusive benefit of the City and any holders from time to time of the City Notes.

Section 10. Severability. In case any one or more of the provisions of this resolution, other than the provisions contained in Section 3.03 hereof, or of the aforementioned documents, or of the City Notes issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution, or of the aforementioned documents, or of the City Notes, but this resolution, the aforementioned documents, and the City Notes shall be construed and endorsed as if such illegal or invalid provisions had not been contained therein.

Section 11. Validity of the City Notes. The City Notes, when executed and delivered, shall contain a recital that they are issued pursuant to the Act, and such recital shall be conclusive evidence of the validity of the City Notes and the regularity of the issuance thereof, and that all acts, conditions, and things required by the laws of the State of Minnesota relating to the adoption of this resolution, to the issuance of the City Notes, and to the execution of the aforementioned documents to happen, exist, and be performed precedent to the execution of the aforementioned documents have happened, exist, and have been performed as so required by law.

Section 12. Authorization for Other Acts. The officers of the City, Bond Counsel, other attorneys, engineers, and other agents or employees of the City are hereby authorized to do all acts and things required of them by or in connection with this resolution, the aforementioned documents, and the City Notes for the full, punctual, and complete performance of all the terms, covenants, and agreements contained in the City Notes, the aforementioned documents and this resolution. In the event that for any reason the Mayor is unable to carry out the execution of any of the documents or other acts provided herein, any persons delegated the duties of the Mayor shall be authorized to act in the capacity of the Mayor and undertake such execution or acts on behalf of the City with full force and effect, which execution or acts shall be valid and binding on the City. If for any reason the City Administrator is unable to execute and deliver the documents referred to in this resolution, such documents may be executed by any person delegated the duties of the City Administrator, with the same force and effect as if such documents were executed and delivered by the City Administrator.

Section 13. Payment of Costs. The Borrower has agreed to pay directly or through the City any and all costs paid or incurred by the City in connection with the transactions authorized by this resolution, whether or not the City Notes are issued.

Section 14. Payment of City's Administrative Fee. The Loan Agreement will require the Borrower to pay the City's administrative fee as a conduit bond issuer when the City Notes are issued.

Section 15. Effective Date. This resolution shall be in full force and effect from and after its passage.

(The remainder of this page is intentionally left blank.)

**Adopted by the City Council of the City of St. Francis, Minnesota, this 6<sup>th</sup> day of May, 2024.**

\_\_\_\_\_  
Joseph Muehlbauer, Mayor

Attest:

\_\_\_\_\_  
Jennifer Wida, City Clerk





The City currently allows two types of solar system uses as principal uses: solar gardens and solar farms. These uses have the following definitions:

**Community solar energy system (CSES, also called a "solar garden"):** A solar-electric (photovoltaic array that provides retail electric power (or a financial proxy for retail power) to multiple community members or businesses residing or located off-site from the location of a solar energy system.

**Solar farm:** A commercial facility that converts sunlight into electricity, whether by photovoltaics (PV), concentrating solar thermal devices (CST) or other conversion technology, for the principal purpose of wholesale sales of generated electricity.

Community solar energy systems/solar gardens are conditionally allowed within the I-2 District today. The applicant is requesting to also allow solar farms within this district. Currently, solar farms are permitted with standards in the City’s agriculture and urban reserve zoning districts. Standards for solar farms exist in Section 10-67-04 of the City Code. The table below shows how both solar gardens and solar farms are allowed within the City today.

	A-1	A-2	UR	I-1	I-2
Solar garden	C	C	C	C	C
Solar farm	PS	PS	PS		

**PLANNING COMMISSION RECOMMENDATION**

The Planning Commission reviewed the proposed Code amendment at their meeting on April 17, 2024 and held a public hearing. No oral or written comment from the public was received. Following the public hearing, the Planning Commission unanimously voted to recommend approval of the requested amendment to allow solar farms as a Permitted with Standards use in the I-2 District. As a Permitted with Standards use, solar farms would be held to the same standards as solar farms in the A-1, A-2, and UR districts.

**ACTION TO BE CONSIDERED:**

Based on the Planning Commission’s unanimous recommendation for approval, a draft approval ordinance has been prepared and attached for your review.

**Potential Motions:**

1. Move to approve the 1<sup>st</sup> reading of Ordinance 329 amending the Zoning Code to allow solar farms as a Permitted with Standards use within the I-2 District.
2. Move to deny the amendment request to allow solar farms within the I-2 District for the following reason(s): \_\_\_\_\_ and direct Staff to prepare written findings.
3. Table the amendment request and request additional information from Staff/applicant.

**ATTACHMENTS:**

- Draft Ordinance 329

**ORDINANCE NO. 329**

**CITY OF ST. FRANCIS  
ANOKA COUNTY**

**AN ORDINANCE AMENDING THE ZONING CODE TO ALLOW SOLAR FARMS IN  
THE I-2 DISTRICT– 1<sup>ST</sup> READING**

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

Changes in the following sections are denoted with an underline for new text or a ~~strikethrough~~ for deleted language. Renumbering shall occur as needed when sections are added or deleted.

**Section 1.** Table 10-44-1 Principal Use Table – Business and Industrial Districts of the St. Francis Code of Ordinances is hereby amended to read as follows:

**10-44-02 Principal Uses in Business Districts**

A. Table 10-44-1 Principal Use Table – Business and Industrial Districts

Use Type	Zoning District				
	B-1	B-2	BPK	I-1	I-2
Utilities					
Community solar energy system (CSES)/Solar garden				C	C
Essential services	PS	PS	PS	PS	PS
Personal wireless service facilities			PS	PS	PS
<u>Solar farm</u>					<u>PS</u>
Satellite dish antennas greater than 2 meters in diameter			P	P	P
Telecommunication structure or tower			PS	PS	PS

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

Approved and adopted by the City Council of the City of St. Francis this 6<sup>th</sup> day of May, 2024.

SEAL

CITY OF ST. FRANCIS

By: \_\_\_\_\_  
Joseph Muehlbauer, Mayor

\_\_\_\_\_  
Attest: Jennifer Wida, City Clerk

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



# CITY COUNCIL AGENDA REPORT

**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** Ordinance Amendment – Chapter 7-3-6 Recreational Motor Vehicles, First Reading  
**DATE:** May 6, 2024

**OVERVIEW**

Per the City Council meeting on April 1, Staff was directed to review and update City Codes directed towards the use of Golf Carts on City street. It was identified at the meeting that additional restrictions were not supported in an effort to keep current users eligible while opening uses further within the city.

Staff did find that there was additional language in State Statute that we were not addressing or clarifying very well. We have updated the city ordinance to open the use of golf carts up, updated the layout for easier reading and added clarification based on Statute.

Ordinance was reviewed by our Civil and Criminal team of attorneys and the attached language is the recommended language update to achieve what Council is looking for.

**ITEMS TO BE DISCUSSED:**

Review and consider approval the updated language in Ordinance 7-3-6 Recreational motor vehicles

**TIMELINE:**

1<sup>st</sup> Reading: May 6, 2024  
 2<sup>nd</sup> Reading: May 20, 2024  
 30-day public Comment: May 24, 2024  
 Effective: June 24, 2024

**ATTACHMENTS:**

- Ordinance 330 Amending Chapter 7-3-6 Recreational Motor Vehicles - Redline
- Draft Amendment - Chapter 7-3-6 Recreational Motor Vehicles - Clean Version

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

**ORDINANCE 330, SECOND SERIES**

**AN ORDINANCE CHAPTER 7, AMENDING SECTION 3-6 “RECREATIONAL MOTOR VEHICLES (INCLUDING SNOWMOBILES)” – FIRST READING**

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Addition. That Chapter 7, Section 3-6 shall hereby read as follows:

“Exhibit A”.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 6<sup>th</sup> DAY OF MAY, 2024.

APPROVED:

\_\_\_\_\_

Joseph Muehlbauer  
Mayor of St. Francis

ATTEST:

\_\_\_\_\_

Jennifer Wida  
City Clerk

“Exhibit A”

**7-3-6. Recreational motor vehicles (including snowmobiles).**

E. *Golf Carts.* Notwithstanding anything herein to the contrary, a person may operate a Golf Cart on ~~certain designated City streets~~ public roads under the jurisdiction of the city, subject to the following:

1. For purposes of this subdivision, the term motorized “golf cart” means a self-propelled four-wheel vehicle of the type and style designated for and commonly used for transportation on a golf course that is limited in engine displacement of less than 800 cubic centimeters and total dry weight of less than 800 pounds. ~~“Golf Cart” shall mean an electric-powered recreational motor vehicle that has four wheels, a speed attainable in one mile of at least twenty (20) miles per hour but not more than twenty-five (25) miles per hour on a paved level surface, is designed for use on golf courses as a means of transporting golfers and golf equipment and is permitted on the Ponds Golf Course.~~
2. Golf Carts shall be limited to public city roads ~~City streets in an area immediately surrounding the Ponds Golf Course using 237<sup>th</sup> Avenue as the northern boundary, 230<sup>th</sup> Avenue as the southern boundary, the 2400 block as the eastern boundary, and the 3000 block as the western boundary.~~ No person shall operate a golf cart on private property or upon lands not belonging to the operator of the vehicle without the written or oral permission of the landowner(s), or other person(s) entitle to the use and position of such property.
3. Permit. ~~St. Francis residents who live within the designated zone~~ must apply for and obtain a permit from the City of St. Francis Police Department prior to the operation of a Golf Cart on City streets.
  - a. The permit application shall include the name and street address of the owner, the vehicle identification number of the Golf Cart, and evidence of liability insurance in amounts required by state law.
  - b. Permits shall be obtained from the City on an annual basis and for the fee set by City Council resolution. Permits shall expire on December 31<sup>st</sup> of each year.
  - c. Individuals must comply with all permit requirements and the requirements of this subdivision.
  - d. If the application for the permit meets all of the requirements of this section, the permit application shall be approved by the police department and a permit shall be issued by the city.
  - ~~e.~~ The City may revoke any permit for failure to comply with all permit requirements and the requirements of this subdivision.
  - e. No permit shall be granted or renewed if the applicant has had his or her driver's license revoked as the result of a criminal proceeding.
  - f. As part of the permit process, the police department may require the applicant to demonstrate their knowledge in the use of hand signals for turning and stopping.
4. The following rules shall apply at all times a Golf Cart is being operated on a City street:
  - a. ~~Golf Carts may be operated for the sole purpose of traveling to and from the Ponds Golf Course and operators must use the shortest available route to and from the Ponds Golf Course.~~ Every person operating a motorized golf cart under permit on designated roadways has all the rights and duties applicable to the driver of any other vehicle under the provisions of Minn. Stat. ch. 169, as it may be amended from time to time, except when these provisions cannot reasonably be applied to motorized golf carts and except as otherwise specifically provided in Minn. Stat. § 169.045, subd.7, as it may be amended from time to time.
  - b. ~~The operator must follow all laws and regulations otherwise applicable to motor vehicles.~~
  - ~~e.~~ Operators must be age sixteen (16) or older and possess a valid driver's license.

- cd. Golf Carts may only be operated between the hours of sunrise and sunset, unless equipped with original equipment headlights, taillights, rear-facing break lights, and a rear-view mirror as defined in Minn. Stats. § 169.70. Golf Carts shall not be operated in inclement weather, except during emergency conditions, or when visibility is imparted by weather, smoke, fog or other conditions, or at any time when there is insufficient visibility to clearly see persons and vehicles on the roadway at a distance of 500 feet.
- de. Golf Carts must display the slow-moving vehicle emblem provided for in Minnesota Statute Section 169.522.
- ef. -The operator and all passengers must be seated at all times.
- fg. All items being carried on the Golf Cart must be securely fastened.

5. State and county highways. No person shall operate a golf cart on the roadway, on the shoulder, or on the inside bank or slope of any trunk, county state-aide, or county highway.

6. The operator, under permit, of a golf cart, may cross over any street or highway intersecting a designated roadway.

7. The authorized operator must have his or her actual valid, current, and unrevoked golf cart permit displayed on the motorized golf cart at all times while operating the motorized golf cart on a designated public right-of-way along with proof of insurance. A motorized golf cart must only transport as many persons as it was designed by the manufacturer to carry. No objects shall be overhanging from the motorized golf cart.

8. Motorized golf carts must be parked in designated public parking stalls or areas used by automobiles only. No parking is permitted on public sidewalks, public parks, public boulevard areas or other similar public areas. Parking in the parking lot stalls of public parks is allowed if the parking lot is accessible by designated public right-of-way.

### **7-3-7. Exemptions.**

- (a) City operations. The city police and fire departments, parks and recreation department, and public services departments are authorized to utilize motorized golf carts to carry out their operations and are exempt from all requirements under this article.
- (b) Golf course operations. Authorized motorized golf carts utilized on property associated with a golf course are exempt from all requirements under this article.
- (c) Community or special events. Motorized golf carts on public streets during parades and special events by event organizers, and others authorized by the city for such use, are exempt from all requirements under this article. The police chief or their appointee shall determine if an event qualifies for the exemption. Notwithstanding the foregoing, additional conditions and/or restrictions may be imposed upon individuals authorized to use motorized golf carts on designated public rights-of-way under this section.
- (d) Private property. Motorized golf carts utilized on private property, by the property owner or with the property owner's express permission, are exempt from all requirements of this division.
- (e) Physically disabled person. For physically disabled persons, as defined under Minn. Stats. § 169.345, subd. 2, the applicant must provide credible assurance that he/she is a physically disabled person to gain a permit (state-issued parking placard or verbally stating



**7-3-8. Violation; penalty.**

Any person violating the terms of this division or if there is evidence that the licensee cannot safely operate the motorized golf cart may lose his or her permit to operate a motorized golf cart on designated public rights-of-way in the city. The police chief, or their appointee, may suspend or revoke a permit upon finding evidence that the person cannot safely operate the motorized golf cart. The applicant reserves the right to appeal this revocation to the city council. The penalties shall be as follows:

- (a) All driving offenses are subject to the provisions of the Minn. Stats. ch. 169 and drivers may be subject to an appearance in district court. Citable offenses may result in a revocation of the permit. Motorized golf carts found without a permit may be cited administratively in the amount of \$75.00 or in violation of equipment requirements may be cited administratively in the amount of \$50.00.
- (b) A permit may be revoked at any time for violating any provision of this article, or Minn. Stats. ch. 169, or if there is evidence that the permit holder cannot safely operate the motorized golf cart, after an investigation by the police department and final determination by the police chief or their appointee. The permit holder is subject to the provisions of this chapter in which the following may occur:
  - (1) For the first violation: revocation of permit for one year from the date of the offense, and \$75.00 fine.
  - (2) For the second violation: revocation of permit for three years from the date of the offense, and \$150.00 fine.
  - (3) For the third violation: revocation of permit is indefinite, and \$300.00 fine.
- (c) Any permit revocation may be appealed to the city council by providing a written request for an appeal within ten business days of the revocation to the city clerk. The revocation will remain in full force and effect until the appeal process has been completed.
- (d) Reinstatement of a permit requires a new permit application to be completed and submitted.

(City Code, eff. 6-1-1990; Ord. 83, SS, eff. 4-19-2004; Ord. 119, SS, eff. 4-21-2008; Ord. 135, SS, 11-2-2009; Ord. 261, SS, 3-2-2020, eff. 4-1-2020, Ord.XXX, SS



### DONATION REQUEST FORM

Organization Name	St. Francis Area Chamber of Commerce
Address	PO Box 655
City, State, Zip	St. Francis, MN 55070
Contact Person	Michelle Anderson
Email	chamber@stfrancischamber.org & michelle.anderson@results.net
Telephone Number	763-568-0038

Amount of Request:       \$5000      

Does your request service a public purpose: YES or NO

Please describe your request:

To help cover cost for Pioneer Days, including but not limited to:  
 Garbage Services, Advertising, Signage for parking and parade,  
 Printing cost, Rental of Golf Carts for Shuttles for the parade, cost  
 of the photo booth we are creating for 2024, cost of paint and  
 supplies for marking parade line up.  
 These are just some of cost of Pioneer Days, and every bit helps in  
 making it a successful event. We are looking forward to a great  
 event, with many new things to really pull in all different age  
 groups and interest.

Approved by City Council: Yes \_\_\_\_\_ No \_\_\_\_\_

Date approved: \_\_\_\_\_



# CITY COUNCIL AGENDA REPORT

**TO:** Mayor & City Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** Pioneer Days Donation Request  
**DATE:** May 6, 2024

**OVERVIEW:**

Staff received a donation request form from the St. Francis Area Chamber of Commerce to help cover some of the costs incurred by the community event “Pioneer Days”. The Chamber is requesting a donation of \$5,000.00 from the City.

**ACTION TO BE CONSIDERED:**

Approve the donation request of \$5,000.00.

**BUDGET IMPLICATION:**

This is not budgeted and would come out of the General Fund.

Attachments:

- Donation Request Form



**CITY COUNCIL  
AGENDA REPORT**

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**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** Work Session Request  
**DATE:** May 6, 2024

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**OVERVIEW:**

Staff is requesting Council to set a date for a work session to discuss park and public works related items.

**Dates to consider:**

- Monday May 13<sup>th</sup>
- Tuesday May 14<sup>th</sup>

Time 6:00 p.m.

Meeting location, City Hall Community Room

# Public Works Quarterly Report - 2024



1<sup>st</sup> Quarterly Report - 2024



2 0 2 4 R E P O R T

STREETS AND  
PARKS 1ST  
QUARTER

643  
Hours

Building  
Maintenance



***With the milder winter, staff was able to take advantage of that to do some deep cleaning. Move and clean behind work benches, clean out corners that tend to collect things and so on. Staff was able to get creative with some much-needed organizing.***



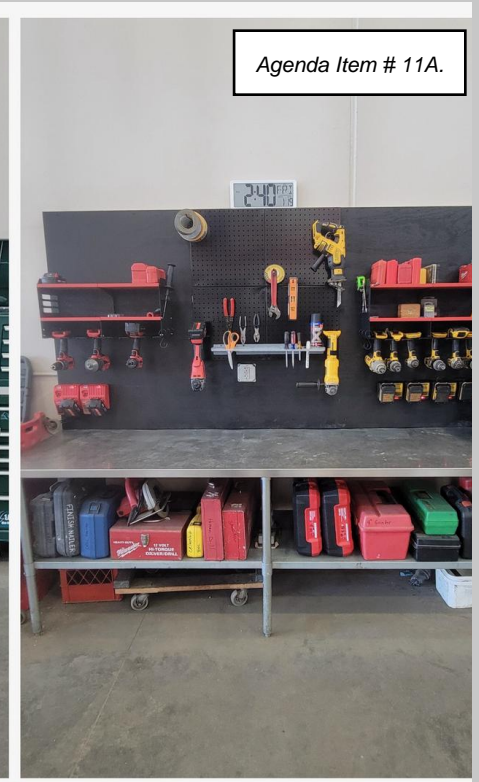
**Cleaning grease and dirt off garage doors.**



**Before**



**After**



143  
Hours

Equipment  
Repair

180  
Hours

Equipment  
Maintenance



# Facility Management Institute

A couple of staff attended a 5-day course that the Minnesota Recreation and Park Association hosted at 5 different locations throughout the Metro. There were 31 members that attended the course, they were from different governing agencies throughout the state.

1 **Arlington Hills Recreation Center: St. Paul**  
Topics: Recreation Facilities as a Business, Planning and Design Process, Decision-Making Process. Development and Renovation Decisions and a Facility's Useful Life, and Partnerships for Facilities.

2 **Chaska Community Center**  
Topics: Enterprise, General, and Special Revenue Funds, Budgets and Capital Improvement Plans, Funding Facilities, Maximizing Revenue Generation, and Generating Revenue vs. Building Spaces.

3 **Mississippi Crossing: Champlin**  
Topics: Risk Management and Emergency Preparedness, Lessons Learned from Construction Project Process, Programming and Events.

4 **Buckham West: Faribault**  
Topics: Asset Tracking, Faribault Facilities, Smaller Projects and Re-Purposing Spaces, Revitalizing Aging Assets and Rochester's Projects.

5 **Westwood Hills Nature Center: St. Louis Park**  
Topics: Guest speaker Annie Frisoli presenting People, communicating, customer relations, and working with difficult behaviors.





# January - March Comparison

What an interesting winter season we have had. This year we have seen roughly a 71% decrease in our winter activities compared to the beginning of 2023. Most of our moisture decided to wait until the end of winter. The mild winter also played havoc on our hockey rink this year only allowing us to have it opened for 16 days instead of 51 days.

Agenda Item # 11A.



SW Inspections:  
Residential - 26  
Commercial - 18



January's Appliance & Oil Bin Recycle Event was successful! We had 18 Appliances dropped off!

	2023	2024	Difference
Miles of Road Plowed	1257.2	362	895.2
Number of Cul-Da-Sacs	826	236	590
Parking Lots	63	18	45
Miles of Trails Plowed	340.2	97.2	243
Tons of Salt Applied	476.2	222.89	253.3

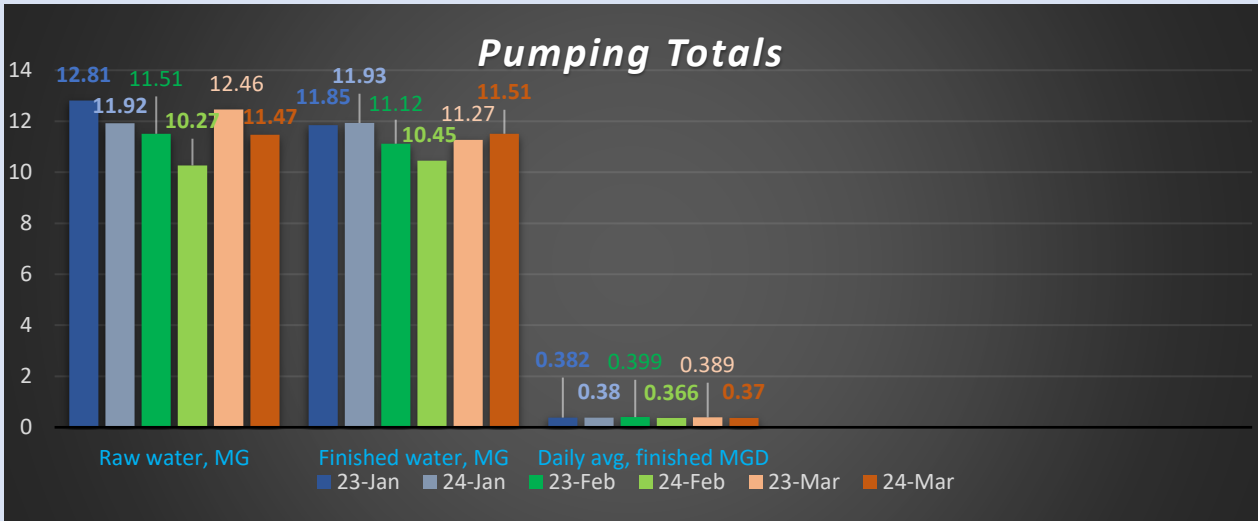
Staff was hoping to have some snow for the ride to school in a snowplow event. But they made the best of it and the kids still had a blast. They had big smiles on their faces.





**Water and Wastewater 1<sup>st</sup> Quarter Report**  
**Winter-Spring 2024**  
**To: City Council**

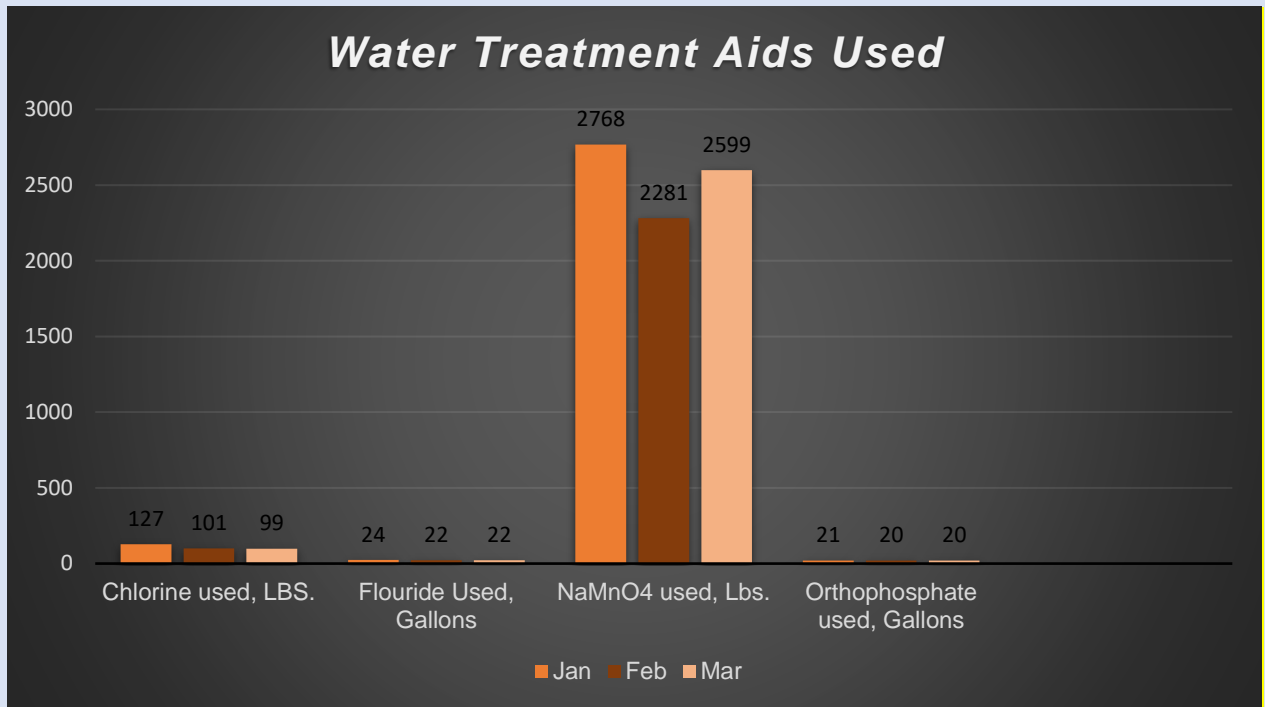
**Water Treatment Facility Report:** Below is a graph showing the first quarter difference between 2023, 2024 monthly and daily water usage.



Fun fact... Our daily water use for the first three months of the year averages out to roughly 381,000 gallons a day. Minneapolis uses around 57,000,000 gallons a day.

TASK	DESCRIPTION	QUANTITY	UNITS
Inspect Facility Daily	Facility Inspection	65	Inspections
Operational Hours	Hours spent at facility	130	Hours
Calculate Influent and Effluent	Calculate gallons pumped for both influent and effluent.	Daily	Calculation
Calculate Chemicals	Calculate treatment chemicals used daily.	Daily	Calculations
Chemical Adjustment	Adjust chemicals based on lab testing results.	As Needed	Chemical Adjustments

Daily Labs	Perform lab on chlorine, fluoride, orthophosphate, iron and manganese.	325	Labs
Well House	Inspect daily, take readings, drawdowns, and pump runtimes.	91	Inspections
Bacteria Samples	Take set of monthly MDH bacteria samples.	20	Samples Per Set



NaMnO4 or Sodium permanganate is used to remove manganese and radium in raw water. Chlorine, Fluoride and Orthophosphate is added to the finished water when leaving the facility.

**Water Treatment Facility, Lab Results**

Average Chlorine	.74	Mg/l
Average Raw Iron	.99	Mg/l
Average Raw Manganese	.071	Mg/l
Average Fluoride	.72	Mg/l
Iron Removal	99	%
Manganese Removal	87	%

**Water Treatment Facility Pumping Summary:** Compared to 2023, we are pumping less water for the same time of year. The raw water pumping is down 8 percent, our finished water is 3 percent and our daily average is 5 percent from last year. Good news is for the first time in a few years, we are classified as being “None” as far as draught is concerned in the area.

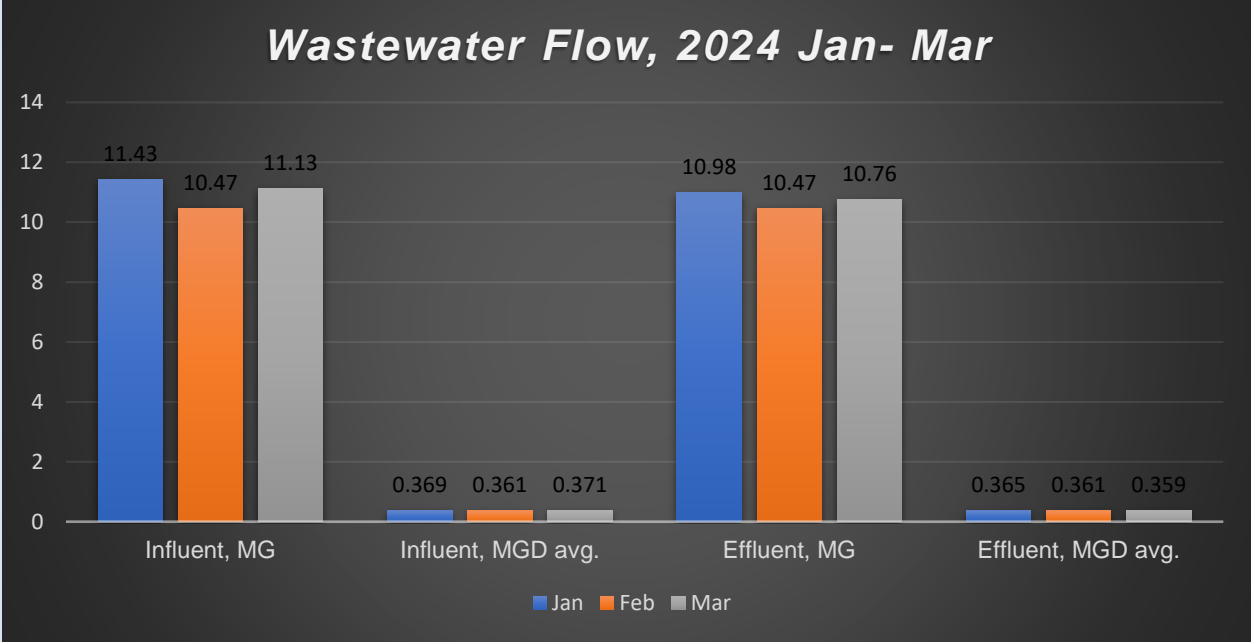
**DNR Appropriations:** Staff has started discussions with the DNR about our appropriations. We are authorized to pump two hundred million gallons of water, each year. For the last four years, we have exceeded the limit by an average of fifteen million gallons each year. This process will be rather lengthy in duration, but staff is hoping to have this completed by year-end.

**Minnesota Department of Health:** In February, our district engineer completed a sanitary inspection of all of our water facilities. We had no deficiencies to report.

**High Water Use:** Staff continues to utilize the Neptune 360 software to identifying continuous flow (high water usage). So far, we have discovered over 60 accounts with leaking devices in homes and the residents have been very receptive to us notifying them of issues. Staff will have a more detailed summary of this project towards the end of the year.

**District Three and Four Asset Management:** Staff completed exercising all of the gate valves in these districts. Staff operated over 560 valves to make sure they were in working order. Staff did discover eight valves that need new extension rods.

**Wastewater Treatment Facility Report:** Below is a graph showing our daily flow for the first three months of 2024.



**Fun fact...** For the first three months of the year, we treated about 367,000 gallons each day. Between the nine Met Council facilities, they treat roughly 250,000,000 gallons a day.

Task	Description	Quantity	Units
Monthly Sampling	Perform required monthly sampling: 8 Influent 29 Constituents; 8 Effluent (50 Constituents); Monitoring wells (25)	230	Constituents
Operational Hours	Hours spent at facility.	520	Hours
Inspect Operations Building	Daily inspection of building.	65	Inspections
Inspect Pre-treatment Building	Daily inspection of building.	65	Inspections
Inspect Tertiary Building	Daily inspection of building.	65	Inspections
D.O Readings	Take Required D.O Readings.	90	D.O Readings
pH Readings	Take Required pH Readings.	90	pH Readings
Inspections	Inspect 8 lift stations daily and calculate pump runtimes.	496	Lift Station Inspections
Daily Lab	Process Control Test	216	Tests

**Facility Report: Wastewater Treatment Facility, Lab Results**

	Influent TSS	231	Mg/l
<b>Limit: (15 mg/l)</b>	Effluent TSS	0	Mg/l
<b>Limit: (85 %)</b>	<b>TSS % Removal</b>	<b>100</b>	<b>% Removal</b>
	Influent CBOD	214	Mg/l
<b>Limit: (15 mg/l)</b>	Effluent CBOD	0	Mg/l
<b>Limit: (85 %)</b>	<b>CBOD % Removal</b>	<b>100</b>	<b>% Removal</b>
	Influent Phosphorus	4.9	Mg/l
<b>Limit: (1 mg/l)</b>	Effluent Phosphorus	0	Mg/l
	<b>Phosphorus % Removal</b>	<b>100</b>	<b>% Removal</b>
	Influent Ammonia Nitrogen	29.1	Mg/l
<b>Limit: (Seasonal) 1.4 mg/l</b>	Effluent Ammonia Nitrogen	0	Mg/l
	<b>Ammonia Nitrogen % Removal</b>	<b>100</b>	<b>% Removal</b>

**Summary:** The wastewater treatment facility met all MPCA assigned limits this quarter.

**Daily Tasks:**

Locates	Process Locate Requests	98	Utility Locate Requests
Water/Sewer Connections	Inspect Water and Sewer	2	Inspections
Water Miscellaneous	Work orders: Meter inspections.	0	Work Orders

**Chlorides:** Staff continues to work with our consulting engineer and the MPCA on how to deal with our new chloride limit that will begin in 2026. Currently, we have a 445 mg/l limit, but that limit will decrease to 354 mg/l. The issue is we have no way to treat for chlorides. At this time, we are looking at options on how to decrease the chlorides in our wastewater. Staff will have more information about this topic to share in the future.

**Aeration Blower Maintenance:** Staff completed yearly maintenance on the three blowers. This includes oil changes, belt inspections, greasing, and filter changes.

**Biosolids Blower Maintenance:** Staff completed yearly maintenance on the three blowers. This includes oil changes, belt inspections, greasing, and filter changes.

**Rapid Mixer Maintenance:** Staff completed maintenance on the rapid mixer. This includes oil changes and greasing.

**Clarifier Maintenance:** Staff completed maintenance on the clarifier. This includes greasing and oil changes.

**UV System:** The UV System is up and running for the next eight months. This is used for disinfection of the wastewater.

## Upcoming Projects:

**City Hall Fire Station Fiber:** This project will hopefully begin when the Data/IT room is enclosed with sheetrock. At that time, equipment and the fiber will be protected from construction activities. This project is tentatively scheduled to begin in May.

**South Ambassador Watermain Improvements:** Staff will be hoping to start this project sometime in June. This project will include the replacement of four gate valves, two hydrants and two additional gate valves along Rum River Blvd and Ambassador Blvd. This project hopefully can begin in late June.

**Membrane Replacement at WWTP:** Staff will complete installing the new membranes that were purchased last fall.

Thank you,

Parish Barten