



## CITY COUNCIL REGULAR MEETING

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

**Monday, July 17, 2023 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 - June 20, 2023
  - B. Everbridge Nixle Notification System
  - C. Firefighter Resignation of Logan Robinson and Taylor McMorro
  - D. Police Department Policy Implementation
  - E. NLC Service Line Warranty Program
  - F. Stanford Township Shared Road Agreement
  - G. Aeration diffuser membranes
  - H. Employee Wellness Program
  - I. Hiring Firefighters
  - J. Rivers Edge 6<sup>th</sup> Addition Financial Security Reduction
  - K. Payment of Claims
5. **MEETING OPEN TO THE PUBLIC**
6. **SPECIAL BUSINESS**
7. **PUBLIC HEARING**
  - A. CIP 2024-2028 Hearing and Approval
8. **OLD BUSINESS**
9. **NEW BUSINESS**
  - A. Turtle Ponds 6<sup>th</sup> Addition – Comprehensive Plan Amendment, Rezoning (PUD Amendment), Preliminary Plat

*Resolution 2023-36 approving a comprehensive plan amendment at 2761 229<sup>th</sup> Ave NW and authorizing submission of the amendment to the Metropolitan Council for review*

*Ordinance 321 amending the Turtle Run PUD - First Reading*

*Resolution 2023-37 approving the preliminary plat and preliminary PUD plans for the 6<sup>th</sup> Addition of the Turtle Ponds Development*

- B. 2023 Rehabilitation Project

*Resolution 2023-38 accepting bids and awarding contract for the 2023 street rehabilitation project*

**10. MEETING OPEN TO THE PUBLIC**

**11. REPORTS**

[A.](#) Fire Department Monthly Report - June

[B.](#) Police Department - 2023 - 2nd Quarter Report

**12. COUNCIL MEMBER REPORTS**

**13. UPCOMING EVENTS**

July 19th - Planning Commission Meeting - Cancelled

August 1st - National Night Out - Community Park 5:00 pm -7:00 pm

August 7th - City Council Meeting - 6:00 pm

August 16th - Planning Commission Meeting - 7:00 pm

August 21st - City Council Meeting - 6:00 pm

Farmers Market - Every Wednesday at Community Park 3:00 pm - 7:00 pm

**14. ADJOURNMENT**

CITY OF ST. FRANCIS  
CITY COUNCIL AGENDA

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

June 20, 2023

6:00 p.m.

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

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

**2. ROLL CALL**

Members Present: Mayor Pro Tem Joe Muehlbauer, Councilmembers Robert Bauer, Kevin Robinson, and Sarah Udvig. Mayor Steve Feldman was absent and excused.

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

**3. APPROVAL OF AGENDA**

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

Ayes: Bauer, Udvig, Robinson, and Mayor Pro Tem Muehlbauer. Nays: None  
Motion carried 4-0

**4. CONSENT AGENDA**

- A. City Council Minutes - June 5, 2023
- B. Authorization to Purchase Mobile Radio
- C. Cancel July 3rd Council Meeting
- D. 4020 Bldg. Upgrade to Temporary Fire station
- E. 2023 Budget Award
- F. Payment of Claims

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

Ayes: Bauer, Udvig, Robinson, and Mayor Pro Tem Muehlbauer. Nays: None  
Motion carried 4-0

**5. MEETING OPEN TO THE PUBLIC**

Hunter Carlson, 2612 230th Court NW, came forward to speak about the cannabis

products.

City Administrator Thunstrom requested that he wait until the public hearing is open to discuss this item.

**6. SPECIAL BUSINESS - NONE**

**7. PUBLIC HEARINGS**

**A. Interim Ordinance for Cannabis Products**

Ordinance 320 - Emergency Interim Ordinance prohibiting the sale, testing, manufacturing, cultivating, growing, transporting, delivery, and distribution of cannabis products in the City of St. Francis

Thunstrom reviewed the Staff report concerning an interim ordinance to prohibit the sale, testing, manufacturing, cultivating, growing, transporting, delivery, and distribution of cannabis products. She shared that there is a State law that has come into play and that they are currently under a moratorium for CBD and THC that expires on August 1, 2023. She explained that the State is looking to help cities draft ordinances while they create an office for cannabis management.

Mayor Pro Tem Muehlbauer opened the Public Hearing at 6:02 p.m.

Hunter Carlson, 2612 230th Court NW, came forward and shared that there is a lot of confusion on this item. He stated that he and his neighborhood have discussed this matter in depth. He explained that he understands that the Council does not have a lot of local control over this but it is coming and should just have it happen now rather than waiting. He shared, on behalf of many people in St. Francis, that they would not want this to pass.

Luke Larson, 23332 Street NW, came forward and shared his open support for cannabis. He stated that he is diagnosed with depression and general anxiety disorder and shared that he prefers cannabis over medications he has been prescribed.

Crystal Kreklow, 23632 Kanabec Street NW, came forward and pointed out that this law is coming August 1 and cannabis is already in the communities. She added that if it is embraced it can be regulated and taxed which will increase the City revenue for projects like the new City Hall Fire Station. She stated that the community could benefit from this and shared that she does not support the moratorium.

Mayor Pro Tem Muehlbauer closed the Public Hearing at 6:06 p.m.

Mayor Pro Tem Muehlbauer shared that he thinks that cannabis is in the City regardless and that he would like to hear Police Chief Schwieger's concerns and ideas on this matter.



Schwieger agreed that it is already here. He explained that a lot of the ordinance allows the City to get more direction from the State on how this will be regulated, where these businesses can be, and how many businesses there will be. He added that when there is an Office of Cannabis Management that is up and fully functioning they will get a lot more guidance. He shared that the Police Department will continue to focus on the use of marijuana and other narcotics while also operating a vehicle.

Mayor Pro Tem Muehlbauer asked how much time they will be spending on enforcement for the possession of marijuana and the limits if the moratorium does not pass. He acknowledged that DUIs are the biggest concern with this. Schwieger explained that until they get further guidance from the County and State level on what the Police Department's role is as far as possession, but the major focus will be the impaired driving part of this.

Bauer stated that he brought this up two years ago that St. Francis should legalize cannabis and allow it to be sold in the City. He shared that he is opposed to the ordinance and that they will need to follow the State statute as presented and do their due diligence as this goes. He reiterated that he will be voting against the ordinance and noted that they need to move forward with this. He shared his goal is to allow businesses to be created in the City that are safe and legal rather than a City that is constantly creating things that are illegal. He added that if the State says it is legal the cities should follow along with that.

Udvig stated that she would like more clarification on this. She shared that it seems like a lot of this has more to do with commercial use and sale rather than personal. Assistant City Attorney Schaps explained that what the Council is being asked this evening has to do with the sale of cannabis, not on the personal use of cannabis. He shared that the personal use of it is a separate law and there has been a lot of confusion on this. He clarified that this is for the sale of cannabis and the more than 0.3% THC. He stated that the new law allows for the cities to enact a moratorium until the Office of Cannabis Management issues guidance and local regulations that cities can adopt. He added that the sale of cannabis is not going to be legal until January 1, 2025 when the Office of Cannabis Management is up and running and able to enforce this.

Mayor Pro Tem Muehlbauer asked if no one can legally open a cannabis shop until after the Office of Cannabis Management is up and running. Schaps said yes and that this ordinance is for a local enforcement tool. He explained that this ordinance is different than what has been previously allowed under State statute which the City has a current moratorium on which is the less than .3% THC.

Robinson shared that he is in agreement with Schwieger on this matter and that the DUI part of this will be a big problem. He stated that from a residential standpoint, the moratorium will have no effect and that residents will still be able to have a certain amount in their possession within the City if they purchased it

elsewhere. Schaps explained that he cannot speak to the transportation side of this but that having a certain amount is allowed for basic personal consumption but explained that this is not the subject of the moratorium.

Robinson asked if residents will still be allowed to have a certain number of plants in their yard as long as they are not selling it. Schaps stated that this ordinance does not apply to personal use. He noted that they can amend the ordinance language to better clarify this if needed.

Robinson shared that he heard that there would be a 10% sales tax on this which would be going directly to the State to pay for the new organization at the State level. He noted that the ordinance should be clarified for commercial versus residential. He added that he feels for the law enforcement aspect of this but as far as impeding on personal rights, the State laws will trump this ordinance.

Mayor Pro Tem Muehlbauer stated that he is on the fence with all of this as the State legalized it and just threw it to the cities. He added that the clarification of language should help solve any issues. He noted that there is a work session scheduled within the next week and asked if Council would like to continue this discussion to the work session.

Bauer asked who is making the determination on distribution of cannabis if the ordinance is changed to only commercial sales and how much cannabis an individual can sell before they are considered commercial. Mayor Pro Tem Muehlbauer stated that individuals cannot sell cannabis and that they would need a license to do so. Bauer said it is difficult for him to understand how someone would have cannabis to smoke that did not buy it. Mayor Pro Tem Muehlbauer explained that this is an issue with the State as well that it is not legal to be bought but not legal to be sold.

Bauer emphasized the importance of having reform on things that are going to become legal and that they need to do things the right way and not hide words in an ordinance to keep everything illegal. He stated that he is not in favor of a commercial moratorium until 2025. Mayor Pro Tem Muehlbauer shared his confusion with the State that it will be legal to possess as of August 1, 2023 but it cannot be sold until 2025.

Mayor Pro Tem Muehlbauer asked if this ordinance is redundant. He mentioned that he is still confused on this as legally it can be possessed as of August 1, but it cannot be sold or bought or transported across state lines. He wondered if the ordinance is even necessary.

Schaps explained that there are inconsistencies in the new law which is 342 pages long. He noted that one thing it does allow is that cities have the authority to put the moratorium in place in regard to the sales. He added that the Office of Cannabis Management will be working with the League of Minnesota Cities to come up with

model ordinances so that cities can adopt them when sales are allowed to happen.

MOTION BY: ROBINSON SECOND: UDVIG TO CONTINUE THIS DISCUSSION TO THE NEXT MEETING.

Ayes: Udvig, Robinson, and Mayor Pro Tem Muehlbauer. Nays: Bauer  
Motion carried 3-1

## 8. **OLD BUSINESS**

- A. Code Amendment Request for Section 10-67-02 Parking Facility – 2nd Reading Ordinance 316 - modifying section 10-67-02 parking facility in the zoning code  
Resolution 2023-29 - authorizing summary publication of ordinance 316

City Planner Richmond reviewed the Staff report concerning the parking lot for a dental clinic.

Robinson said this ordinance is great for the dental office.

Bauer asked if this could just approve this portion and not modify the code for all of the B-1 district. Richmond explained that Staff discussed this to be an ordinance amendment as it does not need the variance requirements. She added that she does not believe that this will create a threat for this to move into other parcels where it would not fit as the City Code has standards. She stated that the Council would have the discretion in the future to approve or deny this at other parcels.

Mayor Pro Tem Muehlbauer added that most businesses will not just add a parking lot to add one as it does not generate revenue.

MOTION BY: UDVIG SECOND: ROBINSON APPROVING ORDINANCE 316 - MODIFYING SECTION 10-67-02 PARKING FACILITY IN THE ZONING CODE.

A roll call vote was performed:

Mayor Pro Tem Muehlbauer	aye
Councilmember Robinson	aye
Councilmember Udvig	aye
Councilmember Bauer	aye

Motion carried 4-0

MOTION BY: BAUER SECOND: ROBINSON ADOPTING RESOLUTION 2023-29 - AUTHORIZING SUMMARY OF PUBLICATION OF ORDINANCE 316.

Ayes: Bauer, Udvig, Robinson, and Mayor Pro Tem Muehlbauer. Nays: None  
Motion carried 4-0

- B. Code Revisions – B-1 Uses and Design Standards; Signage – 2nd Reading

Ordinance 317 - approving amendments to Section 10-44-00 Business and Industrial Districts of the Zoning Code as presented by Staff

Resolution 2023-30 - authorizing the summary publication of ordinance 317, modifying section 10-44-00 Business and Industrial Districts in the zoning code

Ordinance 318 - approving amendments to Section 10-61-04 Dwelling, Apartment Mixed Use of the Zoning Code as presented by Staff

Resolution 2023-31 - authorizing the summary publication of ordinance 318, modifying section 10-61-04 dwelling, apartment mixed use in the zoning code

Ordinance 319 - approving amendments to Section 10-91-00 Signs of the Zoning Code as presented by Staff

Resolution 2023-32 - authorizing the summary publication of ordinance 319, modifying section 10-91-00 signs in the zoning code

Richmond reviewed the Staff report in regard to the revisions to the zoning Code in the B-1 district, starting with amendments to the business and industrial district section of the zoning code.

Mayor Pro Tem Muehlbauer stated that with this being a second reading, the Council heard most of the information at the first reading.

MOTION BY: BAUER SECOND: UDVIG TO APPROVE ORDINANCE 317 - APPROVING AMENDMENTS TO SECTION 10-44-00 BUSINESS AND INDUSTRIAL DISTRICTS OF THE ZONING CODE AS PRESENTED BY STAFF.

A roll call vote was performed:

Mayor Pro Tem Muehlbauer	aye
Councilmember Robinson	aye
Councilmember Udvig	aye
Councilmember Bauer	aye

Motion carried 4-0

MOTION BY: ROBINSON SECOND: BAUER TO ADOPT RESOLUTION 2023-30 - AUTHORIZING THE SUMMARY OF PUBLICATION OF ORDINANCE 317 MODIFYING SECTION 10-44-00 BUSINESS AND INDUSTRIAL DISTRICTS OF THE ZONING CODE.

Ayes: Bauer, Udvig, Robinson, and Mayor Pro Tem Muehlbauer. Nays: None  
Motion carried 4-0

Richmond reviewed the Staff report in regard to the requested zoning code updates to the dwelling and apartment mixed use section of the zoning code.

MOTION BY: BAUER SECOND: ROBINSON TO APPROVE ORDINANCE 318 - APPROVING AMENDMENTS TO SECTION 10-61-04 DWELLING, APARTMENT MIXED USE OF THE ZONING CODE.

A roll call vote was performed:

Mayor Pro Tem Muehlbauer	aye
Councilmember Robinson	aye
Councilmember Udvig	aye
Councilmember Bauer	aye

Motion carried 4-0

MOTION BY: ROBINSON SECOND: UDVIG TO ADOPT RESOLUTION 2023-31 APPROVING THE SUMMARY OF PUBLICATION OF ORDINANCE 318 MODIFYING SECTION 10-61-04 DWELLING, APARTMENT MIXED USE OF THE ZONING CODE.

Ayes: Bauer, Udvig, Robinson, and Mayor Pro Tem Muehlbauer. Nays: None  
Motion carried 4-0

Richmond reviewed the Staff report in regards to the requested zoning code updates for the signage section of the zoning code.

Robinson asked about signage for buildings on a corner lot. Richmond explained that they would be allowed to have one wall sign on each side of the business that is on a corner. Robinson asked if the size or exposure makes a difference. Richmond said no. Robinson asked if the signs can be lit. Richmond stated she would need to look at the Code but she believes only one electronic sign is allowed per parcel. Robinson asked if it makes a difference if it is a solid lit sign or if the message on the sign is moving. Richmond explained that it does make a difference.

Robinson asked if there needs to be clarifications to the ordinance before approval. Richmond stated she did not believe so as this amendment does not adjusting the section of the code that deals with these signs. Richmond stated that this item can be moved to the next meeting so she can gather more information for clarification.

Mayor Pro Tem Muehlbauer shared that he is not sure how much of a difference it would make if they continued this discussion to another meeting.

Thunstrom explained that within the ordinance they do spell out that electronic signs are a separate ordinance so right now only one electronic sign is allowed per street frontage but one sign with electronic scrolling is allowed. She stated that this ordinance only addresses the number of signs allowed.

MOTION BY: ROBINSON SECOND: BAUER TO APPROVE ORDINANCE 319 APPROVING AMENDMENTS TO SECTION 10-91-00 SIGNS OF THE ZONING CODE AS PRESENTED BY STAFF.

A roll call vote was performed:  
Mayor Pro Tem Muehlbauer      aye

Councilmember Robinson            aye  
Councilmember Udvig                aye  
Councilmember Bauer                aye

Motion carried 4-0

MOTION BY: BAUER SECOND: UDVIG TO ADOPT RESOLUTION 2023-32 AUTHORIZING THE SUMMARY OF PUBLICATION OF ORDINANCE 319 APPROVING AMENDMENTS TO SECTION 10-91-00 SIGNS OF THE ZONING CODE.

Ayes: Bauer, Udvig, Robinson, and Mayor Pro Tem Muehlbauer. Nays: None  
Motion carried 4-0

## 9. **NEW BUSINESS**

### A. General Obligation Capital Improvement Bonds, Series 2023A

Resolution 2023-34 Authorizing the issuance and sale of general obligation capital improvement bonds, series 2023A, in the proposed aggregate principal amount of \$13,000,000

Finance Director Mulvihill reviewed the Staff report in regard to the sale of bonds for the construction of the new City Hall Fire Station. She announced that Dan Tienter with Elhers was present.

Mr. Tienter reviewed the pre-sale report for the authorization of the sale of a not-to-exceed amount of \$13,000,000 in bonds. He noted that these will be tax exempt, fixed rate bonds.

Mayor Pro Tem Muehlbauer shared that he had some concerns that Thunstrom was able to clear up earlier. He stated one of his main concerns was not creating debt before they even knew what the bids would be and before they knew if they could move forward with the project.

MOTION BY: BAUER SECOND: UDVIG TO ADOPT REOLSUTION 2023-34 AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS, SERIES 2023A, IN THE PROPOSED AGGREGATE PRINCIPAL AMOUNT OF \$13,000,000.

Ayes: Bauer, Udvig, Robinson, and Mayor Pro Tem Muehlbauer. Nays: None  
Motion carried 4-0

### B. Demolition of Existing Fire Station

Thunstrom reviewed the Staff report for the plans and cost of the demolition of the existing fire station. She shared that they will be working with Stahl on this project. She shared that demolition could start as soon as August 8.

Bauer asked if the bids come in too high and they have already approved the old

fire station to be demolished, how they would be able to back out of this contract. Thunstrom stated that they would be entering into a contract with DW, and this is the first step to accept and approve those bids and then they would start a contract. She added that the bids for the general project are due on July 13, which is long before they would be starting any demolition. She noted that if all of this does not move forward they would also not move forward with the demolition.

Bauer asked if these bids would still be good if they needed to delay the project a few years. Thunstrom explained that these bids are for the construction of the project to start in September and if this is not approved in August they would start over completely.

Udvig asked about the drastic difference in the bid prices from the three companies that submitted bids. Thunstrom stated that a great deal of this has to do with DW being familiar with the soils in the area as well as the utilities connections as they would work Public Works quite often. She added that the other two companies have not done work in St. Francis and do not have an existing relationship with the City.

Robinson stated that he was present at the building meeting when this was first discussed and that he thinks DW will be a good choice as they already have a relationship with the City.

Mayor Pro Tem Muehlbauer shared that his only concern was with being able to get out of a contract with DW if the new City Hall Fire Station comes in over budget. He stated that he also asked this at the building meeting. He noted that the price for DW is a great price and that they should not have anything to worry about when working with them.

**MOTION BY: ROBINSON SECOND: BAUER TO ACCEPT THE BID FROM DW FOR THE DEMOLITION OF THE EXISTING FIRE STATION.**

Ayes: Bauer, Udvig, Robinson, and Mayor Pro Tem Muehlbauer. Nays: None  
Motion carried 4-0

#### **10. MEETING OPEN TO THE PUBLIC**

Hunter Carlson, 2612 230th Court NW, came forward and ask that the City push a little bit more on the knowledge that this is going to happen to the Fire Station as a lot of residents do not even know that this is happening. He added that these capital bonds will end up costing a lot later on.

#### **11. REPORTS - NONE**

#### **12. COUNCIL MEMBER REPORTS**

Udvig shared that she attended the Farmer's Market on Wednesday and that it was well attended and they were able to expand the event. She thanked Community

Development Director Baumgardner and Jodi for their work. She shared that she has heard lots of great things about the event and know that people are enjoying it.

Bauer shared that he attended the first Farmer's Market and that it was well attended and he hopes it will continue to grow. He encouraged everyone to share the City of St. Francis Facebook page on their own pages to create awareness. He noted that if there is anything that anyone would like to see on the Facebook page to just call the City. He added that finance meetings will be starting soon and stated that if people want to know where their tax dollars are going residents should start attending the Council meetings to understand what is happening with taxes.

Robinson mentioned that he attended the building meeting last week with Stahl Construction and reiterated that they have been working on this project for approximately 18 months and have numerous open houses and publications in newsletters sharing about the project. He stated that he hopes this project goes through and that he does not take this project lightly. He noted that they have worked very hard on this project and reiterated that if they get to this project and the cost comes in too high they will not move forward with it. He stated that the fire station is the most important part of this project as public safety is a huge leading factor for this project. He added that they are close to entering into an agreement with Nowthen to partner with them to provide administrative help for their Fire Department, as well as entering into an agreement with the city of Bethel. He shared that everyone is welcome to call the City if they ever have any questions. He noted that if people see their taxes increase then they should come to the Council meetings to be educated on why their taxes are increasing. He noted that this building will be a 75 year building that everyone should be proud of if they are able to move forward with the project.

Mayor Pro Tem Muehlbauer shared that he attended the building meeting. He stated that he hopes the 13% tax increase scares people as he would like to hear more from them. He added that everything that is on the wish list is achieved, that is what the tax increase could be but stated that he does not think all items will be achieved. He noted that he takes it to heart when he hears residents say that they are not being transparent about things. He explained that one of the reasons he is on the Council is because of what happened with the wastewater treatment facility in the past. He stated that the Council has been working on this project for over two years and they have been trying to get the community engaged.

### **13. UPCOMING EVENTS**

June 21 - Farmer's Market 3:00 pm - 7:00 pm at Community Park  
June 21 - Planning Commission Meeting - 7:00 pm  
June 27 - City Council Work Session - 6:00 pm

### **14. ADJOURNMENT**

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



Ayes: Bauer, Udvig, Robinson, and Mayor Pro Tem Muehlbauer. Nays: None  
Motion carried 4-0

There being no further business, Mayor Pro Tem Muehlbauer adjourned the regular City Council at 6:57 p.m.

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Jennifer Wida, City Clerk

DRAFT



## CITY COUNCIL AGENDA REPORT

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**TO:** Kate Thunstrom, City Administrator  
**FROM:** Todd Schwieger, Police Chief  
**SUBJECT:** Everbridge Nixle Notification System  
**DATE:** July 17, 2023

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### **OVERVIEW:**

Everbridge Nixle is a Community Information Service dedicated to providing the public with timely, accurate, and important information. The City entered into a subscription with Everbridge Nixle in June of 2017. City Staff has utilized the notification system numerous times since the inception date to communicate and provide important information to the public by means of text message, email, and landline. The City continues to promote the service and now has the capability to reach approximately 1300 residents by text message and email as well as an additional 1,392 residents by land line phone. Nixle continues to be a valuable tool for City Staff to disperse important information to the public.

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

City Council approval to renew the Everbridge Nixle subscription for 12 months with a renewal date of July 22, 2023.

### **BUDGET IMPLICATION:**

A subscription fee of \$4,243.60 would be paid out of computer consulting fee funds from 2023 department budgets.

### **Attachments:**

- Nixle Subscription Invoice

# Invoice

**Everbridge, Inc**  
**155 N. Lake Ave., Suite 900**  
**Pasadena CA 91101**  
**United States**  
**818-230-9786**  
**www.everbridge.com**

Acct. No.	Date	Invoice #
12905	06/22/2023	M76301

Bill To			Customer				
Attn: Darcy Mulvihill City of St. Francis, MN 23340 Cree Street Saint Francis MN 55070 United States			Attn: Todd Schwieger City of St. Francis, MN 23340 Cree Street Saint Francis MN 55070 United States				
PO #		Quote Number		Sales Rep			
		Q-128657		Tryba, Brittany N			
Payment Terms		Payment Notes		Due Date		Currency	
Net 30				07/22/2023		USD	
Billing Start Date		Billing End Date		Category			
06/22/2023		06/21/2024					
Item	Description		Quantity	Net Annual	Pro-Rate	One Time Credit	Amount
101-99-11-0215-000	Nixle 360		7,500	4,243.60	0.00		4,243.60
				Total		\$4,243.60	



## CITY COUNCIL AGENDA REPORT

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**TO:** Kate Thunstrom- City Administrator  
**FROM:** Dave Schmidt- Fire Chief  
**SUBJECT:** Logan Robinson and Taylor McMorrow Resignation  
**DATE:** July 17, 2023

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### **OVERVIEW:**

Firefighters Logan Robinson and Taylor McMorrow have both submitted letters of resignation from the fire department. Firefighter Robinson's is effective July 1<sup>st</sup>, 2023 and Firefighter McMorrow's is effective July 14<sup>th</sup>, 2023. Both Firefighter Robinson and McMorrow are full-time firefighters for Plymouth and Savage respectively.

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

Accept the resignations of Firefighter's Robinson and McMorrow.

### **BUDGET IMPLICATION:**

Attachments:

- Resignation Letters

## Employee Resignation Letter

Dear Chief Schmidt,

This letter is to notify you that I will be resigning from the St. Francis Fire Dept. in two weeks.

Thank you so much for all of the amazing opportunities over the years. I learned so much in a fairly short amount of time. I want to thank you especially for giving me the chance to be a part of this amazing department. I also would like to thank you for pushing me in the right direction for my current career path. I could not have done it without you and will forever be in your debt for that. I can't express enough how awesome of a team the department has, you can learn something from everyone. Thank you for everything. I wish everyone the best.

Please advise with the next steps.

-Taylor McMorro

Chief Schmidt,

Well I'm sure I didn't even come close to my qouta over the past quarter and it's time for me to hang it up. Just wanted to say thanks again for everything you have done for me and my family especially through 2020 when I lost my full time job and how much you advocated for me before starting my career in Plymouth. You have truly impacted my life in a great way and I can't thank you enough.

I am busy with the fam over the 4th but I plan on stopping by asap to hopefully meet up with you and turn in my gear.

Below are some words I wanted to share with the department if you wouldn't mind passing it along.

See you soon,

Logan



## CITY COUNCIL AGENDA REPORT

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**TO:** Kate Thunstrom, City Administrator  
**FROM:** Todd Schwieger, Police Chief  
**SUBJECT:** Police Department Policy Implementation  
**DATE:** July 17, 2023

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### **OVERVIEW:**

The police department is implementing two new operating policies including a Medical Aid and Response policy and a First Amendment Assembly policy. Both policies have received legal review.

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

St. Francis City Council to review and approve St. Francis Police Department Policy 428, Medical Aid and Response and Policy 431, First Amendment Assemblies.

### **BUDGET IMPLICATION:**

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

### **Attachments:**

- Medical Aid and Response Policy, First Amendment Assemblies Policy.

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## Medical Aid and Response

### 428.1 PURPOSE AND SCOPE

This policy recognizes that members often encounter persons in need of medical aid and establishes a law enforcement response to such situations.

### 428.2 POLICY

It is the policy of the St. Francis Police Department that all officers and other designated members be trained to provide emergency medical aid and to facilitate an emergency medical response.

### 428.3 FIRST RESPONDING MEMBER RESPONSIBILITIES

Whenever practicable, members should take appropriate steps to provide initial medical aid (e.g., first aid, CPR, use of an automated external defibrillator (AED)) in accordance with their training and current certification levels. This should be done for those in need of immediate care and only when the member can safely do so.

Prior to initiating medical aid, the member should contact Central Communications and request response by Emergency Medical Services (EMS) as the member deems appropriate.

Members should follow universal precautions when providing medical aid, such as wearing gloves and avoiding contact with bodily fluids, consistent with the Communicable Diseases Policy.

When requesting EMS, the member should provide Central Communications with information for relay to EMS personnel in order to enable an appropriate response, including:

- (a) The location where EMS is needed.
- (b) The nature of the incident.
- (c) Any known scene hazards.
- (d) Information on the person in need of EMS, such as:
  - 1. Signs and symptoms as observed by the member.
  - 2. Changes in apparent condition.
  - 3. Number of patients, sex, and age, if known.
  - 4. Whether the person is conscious, breathing, and alert, or is believed to have consumed drugs or alcohol.
  - 5. Whether the person is showing signs of extreme agitation or is engaging in violent irrational behavior accompanied by profuse sweating, extraordinary strength beyond their physical characteristics, and imperviousness to pain.

Members should stabilize the scene whenever practicable while awaiting the arrival of EMS.



Members should not direct EMS personnel whether to transport the person for treatment.

#### **428.4 TRANSPORTING ILL AND INJURED PERSONS**

Except in extraordinary cases where alternatives are not reasonably available, members should not transport persons who are unconscious, who have serious injuries or who may be seriously ill. EMS personnel should be called to handle patient transportation.

Officers should search any person who is in custody before releasing that person to EMS for transport.

An officer should accompany any person in custody during transport in an ambulance when requested by EMS personnel, when it reasonably appears necessary to provide security, when it is necessary for investigative purposes or when so directed by a supervisor.

Members should not provide emergency escort for medical transport or civilian vehicles.

#### **428.5 PERSONS REFUSING EMS CARE**

If a person who is not in custody refuses EMS care or refuses to be transported to a medical facility, an officer shall not force that person to receive care or be transported. However, members may assist EMS personnel when EMS personnel determine the person lacks mental capacity to understand the consequences of refusing medical care or to make an informed decision and the lack of immediate medical attention may result in serious bodily injury or the death of the person.

In cases where mental illness may be a factor, the officer should consider proceeding with a 72hour hold in accordance with the Civil Commitments Policy.

If an officer believes that a person who is in custody requires EMS care and the person refuses, he/she should encourage the person to receive medical treatment. The officer may also consider contacting a family member to help persuade the person to agree to treatment or who may be able to authorize treatment for the person.

If the person who is in custody still refuses, the officer will require the person to be transported to the nearest medical facility. In such cases, the officer should consult with a supervisor prior to the transport.

Members shall not sign refusal-for-treatment forms or forms accepting financial responsibility for treatment.

#### **428.6 SICK OR INJURED ARRESTEE**

If an arrestee appears ill or injured, or claims illness or injury, he/she should be medically cleared prior to booking. If the officer has reason to believe the arrestee is feigning injury or illness, the officer should contact a supervisor, who will determine whether medical clearance will be obtained prior to booking.

If the jail or detention facility refuses to accept custody of an arrestee based on medical screening, the officer should note the name of the facility person refusing to accept custody and the reason for refusal, and should notify a supervisor to determine the appropriate action.

Arrestees who appear to have a serious medical issue should be transported by ambulance.

Officers shall not transport an arrestee to a hospital without a supervisor's approval.

Nothing in this section should delay an officer from requesting EMS when an arrestee reasonably appears to be exhibiting symptoms that appear to be life threatening, including breathing problems or an altered level of consciousness, or is claiming an illness or injury that reasonably warrants an EMS response in accordance with the officer's training.

## 428.7 MEDICAL ATTENTION RELATED TO USE OF FORCE

Specific guidelines for medical attention for injuries sustained from a use of force may be found in the Use of Force, Handcuffing and Restraints, Control Devices and Conducted Energy Device policies.

## 428.8 AIR AMBULANCE

Generally, when on-scene, EMS personnel will be responsible for determining whether an air ambulance response should be requested. An air ambulance may be appropriate when there are victims with life-threatening injuries or who require specialized treatment (e.g., gunshot wounds, burns, obstetrical cases), and distance or other known delays will affect the EMS response.

One department member at the scene should be designated as the air ambulance communications contact.

Headlights, spotlights, and flashlights should not be aimed upward at the air ambulance.

Members should direct vehicle and pedestrian traffic away from the landing zone.

Members should follow these cautions when near an air ambulance:

- Never approach the aircraft until signaled by the flight crew.
- Always approach the aircraft from the front.
- Avoid the aircraft's tail rotor area.
- Wear eye protection during landing and take-off.
- Do not carry or hold items, such as IV bags, above the head.
- Ensure that no one smokes near the aircraft.

## 428.9 AUTOMATED EXTERNAL DEFIBRILLATOR (AED) USE

The automated external defibrillator (AED) may be used only by personnel that have successfully completed the departmental approved training.

### 428.9.1 AED USER RESPONSIBILITY

Members who are issued AEDs for use in department vehicles should check the AED at the beginning of the shift to ensure it is properly charged and functioning. Any AED that is not functioning properly will be taken out of service and given to the supervisor who is responsible for ensuring appropriate maintenance.

Use of AED unit:

- (a) Prepare the victim for defibrillation
  1. Assess patient using ABCs (Airway, Breathing and Circulation) of CPR. Verify the patient is in cardiac arrest (the patient is unconscious, not breathing normally and shows no signs of circulation, e.g. no pulse, and/or no coughing, no movement).
  2. Prepare AED for use. Turn on AED, connect electrodes and follow prompts.
  3. Place patient on a hard surface away from standing water or conductive material.
  4. Remove excessive hair from the electrode sites. If shaving is necessary, avoid cutting the skin. Clean the skin and dry it briskly with a towel or gauze. Do not apply alcohol, tincture of benzoin, or antiperspirant to the skin.

- (b) Apply electrode pads
  - 1. Place one electrode to the patient's left nipple with the center of the electrode in the midaxillary line, if possible.
  - 2. Place the other electrode on the patient's upper right torso, lateral to the sternum and below the clavicle as shown in the unit diagram.
  - 3. Starting from one end, press the electrodes firmly onto the patient's skin.
- (c) Ensure electrodes are connected and follow voice prompts by the AED.
- (d) Do not touch victim while AED is analyzing or defibrillating.
- (e) Do not use in a moving vehicle.
- (f) Do not use alcohol to wipe the victim's chest dry or use an AED around flammable materials.
- (g) Remove any nitroglycerine patches present and wipe surface dry before attaching electrodes.
- (h) Avoid using the unit when patient, operator, or unit is in direct contact with water. If patient is on a metal or wet surface, ensure operator and others present are not in contact with the metal or wet surface during a "shock."
- (i) AED can be used on patients with implanted pacemakers or defibrillators, but do not place electrodes directly over such units. If a person is in cardiac arrest, it means these devices have likely failed.
- (j) Do not transmit on your 2-way radio or use a cellular phone within 6 feet of the AED unit as it could cause interference.
- (k) Defibrillator is meant to be used in non-traumatic cardiac arrest settings. This does not preclude an officer from attaching or using the defibrillator on a victim of a traumatic cardiac arrest situation, although use is likely futile, due to underlying or existing factors. Frequently in traumatic type injuries, like traffic accidents, there is some type of internal injury in or on the heart muscle, which would prevent the heart from functioning properly regardless of whether a shock was administered. If the defibrillator is attached to a victim of a traumatic injury, the unit will likely indicate that no shockable rhythm is found.
- (l) Discontinue use if there is any doubt about the correct function of the machine; continue with CPR.
- (m) If the patient converts with a pulse and the re-arrests, start operating protocol again.
- (n) If the patient recovers consciousness and/or signs of circulation and breathing return, place the patient in the recovery position and leave the AED attached.

Following use of an AED, the device shall be cleaned and/or decontaminated as required. The electrodes and/or pads will be replaced as recommended by the AED manufacturer.

Any member who uses an AED should contact Central Communications as soon as possible and request response by EMS.

#### 428.9.2 AED REPORTING

Any member using an AED will complete an incident report detailing its use.

#### 428.9.3 AED TRAINING AND MAINTENANCE/CARE

The officer will complete training every two years during First Aid/CPR (or similar appropriate) medical training.

The medical supervisor is responsible for ensuring AED devices are appropriately maintained, by inspecting units on a regular basis, and will retain records of all maintenance in accordance with the established records retention schedule. Batteries and electrodes will be replaced as needed. The medical supervisor will be appointed by the Chief of Police.

The AED unit shall be kept in its protective case at all times.

Officers should be aware of Status Indicators on the units and report any problems to the medical officer using normal equipment repair protocol.

1. Lifepak CR2
  - (a) Readiness indicator blinking green - OK
  - (b) Readiness indicator does not flash - Take unit out of service and report problem to the medical supervisor.
2. Cardiac Science Powerheart G5
  - (a) Rescue ready window is green - OK
  - (b) Rescue ready window is red - Take unit out of service and report problem to the medical supervisor.

#### **428.10 ADMINISTRATION OF OPIOID OVERDOSE MEDICATION**

Only officers who receive training in the recognition of signs of opiate overdose and the use of opiate antagonists may administer opioid overdose medication. Officers may administer opioid overdose medication in accordance with protocol specified by the physician who prescribed the overdose medication for use by the officer (Minn. Stat. § 151.37; Minn. Stat. § 604A.04).

##### **428.10.1 OPIOID OVERDOSE MEDICATION USER RESPONSIBILITIES**

Officers who are qualified to administer opioid overdose medication, such as naloxone, should handle, store and administer the medication consistent with their training.

##### **428.10.2 OPIOID OVERDOSE MEDICATION REPORTING**

Any officer administering opioid overdose medication should detail its use in an appropriate report.

##### **428.10.3 OPIOID OVERDOSE MEDICATION TRAINING**

The Instructor should ensure training is provided to officers authorized to administer opioid overdose medication (Minn. Stat. § 151.37).

#### **428.11 ADMINISTRATION OF EPINEPHRINE**

The department may obtain epinephrine auto-injectors from licensed pharmacies to be administered by trained members in accordance with Minn. Stat. § 144.999.

##### **428.11.1 EPINEPHRINE USER RESPONSIBILITIES**

Members who are qualified to administer epinephrine should handle, store, and administer the medication consistent with their training. Members should check the medication and associated administration equipment at the beginning of their shift to ensure they are serviceable and not expired. Any expired medication or unserviceable administration equipment should be removed from service and given to the Instructor.

Any member who administers epinephrine should contact Central Communications as soon as possible and request response by EMS.

428.11.2 EPINEPHRINE REPORTING

Any member administering epinephrine should detail its use in an appropriate report.

428.11.3 EPINEPHRINE TRAINING

The Instructor should ensure that training is provided to members authorized to administer epinephrine.

Training shall be conducted by an authorized provider and be completed every two years (Minn. Stat. § 144.999).

**428.12 FIRST AID TRAINING**

Subject to available resources, the Instructor should ensure officers receive periodic first aid training appropriate for their position.

# First Amendment Assemblies

## 431.1 PURPOSE AND SCOPE

The First Amendment to the Constitution of the United States of America states, "Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof, or abridging the freedom of speech or of the press, or the right of the people peaceably to assemble and to petition the Government for a redress of grievances."

The Bill of Rights in Article 1 of the [Minnesota Constitution](#) addresses the rights of free speech and the liberty of the press. However, neither the state nor federal constitutions protect criminal activity or threats against citizens, businesses, or critical infrastructure.

The St. Francis Police Department supports all people's fundamental right to peaceably assemble and their right to freedom of speech and expression.

The purpose of this policy is to provide guidelines to the St. Francis Police Department personnel regarding the application and operation of acceptable law enforcement actions addressing public assemblies and First Amendment Activity.

## 431.2 POLICY

The St. Francis Police Department will uphold the constitutional rights of free speech and assembly while using the minimum use of physical force and authority required to address a crowd management or crowd control issue.

The policy of the St. Francis Police Department regarding crowd management and crowd control is to apply the appropriate level of direction and control to protect life, property, and vital facilities while maintaining public peace and order during a public assembly or First Amendment activity. Department personnel must not harass, intimidate, or discriminate against or unreasonably interfere with persons engaged in the lawful exercise of their rights.

This policy concerning crowd management, crowd control, crowd dispersal, and police responses to violence and disorder applies to spontaneous demonstrations, crowd event situations, and planned demonstration or crowd events regardless of the permit status of the event.

This policy is to be reviewed annually.

## 431.3 DEFINITIONS

**Chemical Agent Munitions:** Munitions designed to deliver chemical agents from a launcher or hand thrown.

**Control Holds:** Control holds are soft empty hand control techniques as they do not involve striking.

**Crowd Management:** Techniques used to manage lawful public assemblies before, during, and after an event. Crowd management can be accomplished in part through coordination with event planners and group leaders, permit monitoring, and past event critiques.

**Crowd Control:** Techniques used to address unlawful public assemblies.

**Deadly Force:** Force used by an officer that the officer knows, or reasonably should know, creates a substantial risk of causing death or great bodily harm. (Reference: St. Francis Police Departments Use of Force Policy, MN Statutes [609.06](#) and [609. 066](#))

**Direct Fired Munitions:** Less-lethal impact munitions that are designed to be direct fired at a specific target.

**First Amendment Activities:** First Amendment activities include all forms of speech and expressive conduct used to convey ideas and/or information, express grievances, or otherwise communicate with others and include both verbal and non-verbal expression. Common First Amendment activities include, but are not limited to, speeches, demonstrations, vigils, picketing, distribution of literature, displaying banners or signs, street theater, and other artistic forms of expression. All these activities involve the freedom of speech, association, and assembly and the right to petition the government, as guaranteed by the United States Constitution and the [Minnesota State Constitution](#).

The government may impose reasonable restrictions on the time, place, or manner of protected speech, provided the restrictions are justified without reference to the content of the regulated speech, that they are narrowly tailored to serve a significant governmental interest, and that they leave open ample alternative channels for communication of the information.

**Great Bodily Harm** Bodily injury which creates a high probability of death, or which causes serious, permanent disfigurement, or which causes a permanent or protracted loss or impairment of the function of any bodily member or organ or other serious bodily harm. (Reference: St. Francis Police Departments Use of Force Policy, MN Statutes [609.06](#) and [609. 066](#))

**Legal Observers:** Individuals, usually representatives of civilian human rights agencies, who attend public demonstrations, protests and other activities. The following may be indicia of a legal observer: Wearing a green National Lawyers' Guild issued or authorized Legal Observer hat and/ or vest (a green NLG hat and/or black vest with green labels) or wearing a blue ACLU issued or authorized legal observer vest.

**Less-lethal Impact Munitions:** Impact munitions which can be fired, launched, or otherwise propelled for the purpose of encouraging compliance, overcoming resistance or preventing serious injury without posing significant potential of causing death.

**Media:** Media means any person who is an employee, agent, or independent contractor of any newspaper, magazine or other periodical, book publisher, news agency, wire service, radio or television station or network, cable or satellite station or network, or audio or audiovisual production company, or any entity that is in the regular business of news gathering and disseminating news or information to the public by any means, including, but not limited to, print, broadcast, photographic, mechanical, internet, or electronic distribution. For purposes of this policy, the following are indicia of being a member of the media: visual identification as a member of the press, such as by displaying a professional or authorized press pass or wearing a professional or authorized press badge or some distinctive clothing that identifies the wearer as a member of the press.

## 431.4 LAW ENFORCEMENT PROCEDURES

All officers responding to public assemblies must at all times, including when wearing protective gear, display their agency name and a unique personal identifier in compliance with this department's uniform policy. The chief law enforcement officer must maintain a record of any officer(s) at the scene who is not in compliance with this requirement due to exigent circumstances.

Officers shall avoid negative verbal engagement with members of the crowd. Verbal abuse against officers does not constitute a reason for an arrest or for any use of force against such individuals.

Officers must maintain professional demeanor and remain neutral in word and deed despite unlawful or anti-social behavior on the part of crowd members.

Officers must not take action or fail to take action based on the opinions being expressed.

Officers must not interfere with the rights of members of the public to observe and document police conduct via video, photographs, or other methods unless doing so interferes with on-going police activity.

Officers must not use a weapon or munition unless the officer has been trained in the use and qualified in deployment of the weapon/munition.

This policy does not preclude officers from taking appropriate action to direct crowd and vehicular movement; enforce ordinances and statutes; and to maintain the safety of the crowd, the general public, law enforcement personnel, and emergency personnel.

## 431.5 RESPONSES TO CROWD SITUATIONS

### Lawful assembly:

(a) Individuals or groups present on the public way, such as public facilities, streets or walkways, generally have the right to assemble, rally, demonstrate, protest, or otherwise express their views and opinions through varying forms of communication including the distribution of printed matter. These rights may be limited by laws or ordinances regulating such matters as the obstruction of individual or vehicle access or egress, trespass, noise, picketing, distribution of handbills, leafleting and loitering.

### Unlawful assembly:

- (a) The definition of an unlawful assembly has been set forth in Minnesota Statute § [609.705](#).
- (b) The mere failure to obtain a permit, such as a parade permit or sound permit, is not a sufficient basis to declare an unlawful assembly
- (c) The fact that some of the demonstrators or organizing groups have engaged in violent or unlawful acts on prior occasions or demonstrations is not grounds for declaring an assembly unlawful.
- (d) Whenever possible, the unlawful behavior of a few participants must not result in the majority of peaceful protestors being deprived of their First Amendment rights, unless other participants or officers are threatened with dangerous circumstances.
- (e) Unless emergency or dangerous circumstances prevent negotiation, crowd dispersal techniques must not be initiated until after attempts have been made through contacts with the police liaisons and demonstration or crowd event leaders to negotiate a resolution of the situation so that the unlawful activity will cease, and the First Amendment activity can continue.



Declaration of Unlawful Assembly:

If the on-scene supervisor/incident commander has declared an unlawful assembly, the reasons for the declaration and the names of the decision maker(s) must be recorded. The declaration and dispersal order must be announced to the assembly. The name(s) of the officers announcing the declaration should be recorded, with the time(s) and date(s) documented. The dispersal order must include:

- (a) Name, rank of person, and agency giving the order
- (b) Declaration of Unlawful Assembly and reason(s) for declaration
- (c) Egress or escape routes that may be used
- (d) Specific consequences of failure to comply with dispersal order
- (e) How long the group has to comply

Whenever possible, dispersal orders should also be given in other languages that are appropriate for the audience. Officers must recognize that not all crowd members may be fluent in the language(s) used in the dispersal order.

Dispersal announcements must be made in a manner that will ensure that they are audible over a sufficient area. Dispersal announcements must be made from different locations when the demonstration is large and noisy. The dispersal announcements should be repeated after commencement of the dispersal operation so that persons not present at the original broadcast will understand that they must leave the area. The announcements must also specify adequate egress or escape routes. Whenever possible, a minimum of two escape/egress routes shall be identified and announced.

Crowd Dispersal:

- (a) Crowd dispersal techniques should not be initiated until officers have made repeated announcements to the crowd, or are aware that repeated announcements have been made, asking members of the crowd to voluntarily disperse, and informing them that, if they do not disperse, they will be subject to arrest.
- (b) Unless an immediate risk to public safety exists or significant property damage is occurring, sufficient time will be allowed for a crowd to comply with officer commands before action is taken.
- (c) If negotiations and verbal announcements to disperse do not result in voluntary movement of the crowd, officers may employ additional crowd dispersal tactics, but only after orders from the on-scene supervisor/incident commander. The use of these crowd dispersal tactics shall be consistent with the department policy of using the minimal officer intervention needed to address a crowd management or control issue.
- (d) If, after a crowd disperses pursuant to a declaration of unlawful assembly and subsequently participants assemble at a different geographic location where the participants are engaged in non-violent and lawful First Amendment activity, such an assembly cannot be dispersed unless it has been determined that it is an unlawful assembly, and a new declaration of unlawful assembly has been made.

**431.6 TACTICS AND WEAPONS TO DISPERSE OR CONTROL A NON-COMPLIANT CROWD**

Nothing in this policy prohibits officers' abilities to use appropriate force options to defend themselves or others as defined in the St. Francis Police Departments Use of Force policy.

Use of Batons:

- (a) Batons must not be used for crowd control, crowd containment, or crowd dispersal except as specified below.
- (b) Batons may be visibly displayed and held in a ready position during squad or platoon formations.
- (c) When reasonably necessary for protection of the officers or to disperse individuals in the crowd pursuant to the procedures of this policy, batons may be used in a pushing, pulling, or jabbing motion. Baton jabs must not be used indiscriminately against a crowd or group of persons but only against individuals who are physically aggressive or actively resisting arrest. Baton jabs should not be used in a crowd control situation against an individual who is attempting to comply but is physically unable to disperse or move because of the press of the crowd or some other fixed obstacle.
- (d) Officers must not strike a person with any baton to the head, neck, throat, kidneys, spine, or groin, or jab with force to the armpit unless the person has created an imminent threat of great bodily harm to another.
- (e) Batons shall not be used against a person who is handcuffed except when permissible under this department's Use of Force policy and state law.

Restrictions on Crowd Control and Crowd Dispersal:

- (a) Canines must not be used for crowd control, crowd containment, or crowd dispersal.
- (b) Fire hoses must not be used for crowd control, crowd containment, or crowd dispersal.
- (c) Electronic Control Weapons (ECWs) must not be used for crowd control, crowd containment, or crowd dispersal.
- (d) Motorcycles and police vehicles must not be used for crowd dispersal, but may be used for purposes of observation, visible deterrence, traffic control, transportation, and area control during a crowd event.
- (e) Skip Fired Specialty Impact Less-Lethal Munitions (Wooden Dowels and Stinger Grenades) may be used as a last resort if other crowd dispersal techniques have failed or have been deemed ineffective.
- (f) Direct Fired munitions may never be used indiscriminately against a crowd or group of persons even if some members of the crowd or group are violent or disruptive.
  - 1. Except for exigent circumstances, the on-scene supervisor/incident commander must authorize the deployment of Direct Fired munitions. Direct Fired munitions must be used only against a specific individual who is engaging in conduct that poses an immediate threat of loss of life or serious bodily injury to them self, officers, or the general public; or is creating an imminent risk to the lives or safety of other persons through the substantial destruction of property.
  - 2. Officers shall not discharge a Direct Fired munitions at a person's head, neck, throat, face, left armpit, spine, kidneys, or groin unless deadly force would be justified.

3. When circumstances permit, the on-scene supervisor/incident commander must make an attempt to accomplish the policing goal without the use of Direct Fired munitions as described above, and, if practical, an audible warning shall be given to the subject before deployment of the weapon.
- (g) Aerosol Hand-held Chemical Agents must not be used in a demonstration or crowd situation or other civil disorders without the approval of the on-scene supervisor/ incident commander.
1. Aerosol, hand-held, pressurized, containerized chemical agents that emit a stream shall not be used for crowd management, crowd control, or crowd dispersal during demonstrations or crowd events. Aerosol hand-held chemical agents may not be used indiscriminately against a crowd or group of persons, but only against specific individuals who are engaged in specific acts of serious unlawful conduct or who are actively resisting arrest.
  2. Officers shall use the minimum amount of the chemical agent necessary to overcome the subject's resistance.
  3. When possible, persons should be removed quickly from any area where hand held chemical agents have been used. Officers must monitor the subject and pay particular attention to the subject's ability to breathe following the application of a chemical agent.
  4. A subject who has been sprayed with a hand-held chemical agent shall not be left lying on their stomach once handcuffed or restrained with any device.
- (h) Chemical munitions use in a crowd situation is subject to the following:
1. a threat of imminent harm or serious property damage is present, or other crowd dispersal techniques have failed or did not accomplish the policing goal as determined by the incident commander,
  2. sufficient egress to safely allow the crowd to disperse exists, and
  3. The use of chemical munitions is approved by the on-scene supervisor/incident commander, and
  4. When feasible, additional announcements should be made prior to the use of chemical munitions in a crowd situation warning of the imminent use of chemical munitions.
  5. Deployment of chemical munitions into a crowd must be avoided to prevent unnecessary injuries.
  6. CN chemical munitions are prohibited.
  7. The use of each chemical munition must be recorded
  8. Where extensive use of chemical munitions would reasonably be anticipated to impact nearby residents or businesses, agencies should consider proactively notifying impacted individuals of safety information related to the munitions use as soon as possible, even if after the event.
  9. When chemical munitions are used, an emergency responder will be on standby at a safe distance near the target area when feasible.
  10. Chemical munitions are subject to the same procedural requirements as outlined in St. Francis Police Department's Use of Force policy.

### Arrests:

- (a) If the crowd has failed to disperse after the required announcements and sufficient time to disperse, officers may encircle the crowd or a portion of the crowd for purposes of making multiple simultaneous arrests.
- (b) Persons who make it clear (e.g., by non-violent civil disobedience) that they seek to be arrested may be arrested and must not be subjected to other dispersal techniques, such as the use of batons or chemical agents. Persons refusing to comply with arrest procedures may be subject to the reasonable use of force.
- (c) Arrests of non-violent persons shall be accomplished by verbal commands and persuasion, handcuffing, lifting, carrying, the use of dollies and/or stretchers, and/or the use of soft empty hand control holds.
- (d) Officers must document any injuries reported by an arrestee, and as soon as practical, officers must obtain professional medical treatment for the arrestee.
- (e) Juveniles arrested in demonstrations shall be handled consistent with department policy on arrest, transportation, and detention of juveniles.

### **431.7 HANDCUFFS**

All persons subject to arrest during a demonstration or crowd event shall be handcuffed in accordance with department policy, orders, and training bulletins.

Officers should be cognizant that flex-cuffs may tighten when arrestees hands swell or move, sometimes simply in response to pain from the cuffs themselves. When arrestees complain of pain from overly tight flex cuffs, officers must examine the cuffs and ensure proper fit.

Arrestees in flex-cuffs must be monitored to prevent injury.

Each unit involved in detention and/or transportation of arrestees with flex-cuffs should have a flex-cuff cutter and adequate supplies of extra flex-cuffs readily available.

### **431.8 MEDIA**

The media have a First Amendment right to cover public activity, including the right to record video or film, livestream, photograph, or use other mediums.

The media must not be restricted to an identified area, and must be permitted to observe and must be permitted close enough access to view the crowd event and any arrests. An onsite supervisor/ incident commander may identify an area where media may choose to assemble.

Officers will not arrest members of the media unless they are physically obstructing lawful efforts to disperse the crowd, or efforts to arrest participants, or engaged in criminal activity.

The media must not be targeted for dispersal or enforcement action because of their media status.

Even after a dispersal order has been given, clearly identified media must be permitted to carry out their professional duties unless their presence would unduly interfere with the enforcement action.

### 431.9 LEGAL OBSERVERS

Legal observers, including unaffiliated self-identified legal observers and crowd monitors, do not have the same legal status as the media, and are subject to laws and orders similar to any other person or citizen.

Legal observers and monitors must comply with all dispersal orders unless the on-site supervisor/ incident commander chooses to allow such an individual legal observers and monitors to remain in an area after a dispersal order.

Legal observers and crowd monitors must not be targeted for dispersal or enforcement action because of their status.

**431.10 DOCUMENTATION OF PUBLIC ASSEMBLY AND FIRST AMENDMENT ACTIVITY** The purpose of any visual documentation by the St. Francis Police Department of a public assembly or first amendment activity must be related only to:

- (a) Documentation of the event for the purposes of debriefing,
- (b) Documentation to establish a visual record for the purposes of responding to citizen complaints or legal challenges, or
- (c) Creating visual records for training purposes.

Videotaping and photographing must be done in a manner that minimizes interference with people lawfully participating in First Amendment activities. Videotaping and photographing of First Amendment activities must take place only when authorized by the on-site supervisor/incident commander.

Individuals should not be singled out for photographing or recording simply because they appear to be leaders, organizers, or speakers.

Unless evidence of criminal activity is provided, videos or photographs of demonstrations shall not be disseminated to other government agencies, including federal, state, and local law enforcement agencies. If videos or photographs are disseminated or shared with another law enforcement agency, a record should be created and maintained noting the date and recipient of the information.

If there are no pending criminal prosecutions arising from the demonstration or if the video recording or photographing is not relevant to an Internal Affairs or citizen complaint investigation or proceedings or to civil litigation arising from police conduct at the demonstration, the video recording and/or photographs shall be destroyed in accordance with department policies.

This directive shall not prohibit department members from using these videos or footage from such videos as part of training materials for officers in crowd control and crowd dispersal techniques and procedures.

### 431.11 TRAINING

Department members should receive periodic training regarding this policy, as well as the dynamics of crowd control and incident management. The Department should, when practicable, train with its external and mutual aid partners.



## CITY COUNCIL AGENDA REPORT

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**TO:** Kate Thunstrom, City Administrator  
**FROM:** Paul Carpenter, Public Works Director  
**SUBJECT:** NLC Service Line Warranty Program  
**DATE:** July 17, 2023

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### **OVERVIEW:**

The program being presented is an opportunity for the City's residents to insure themselves against unforeseen costs due to broken water/sewer lines that service their homes. The company will work with City Staff to offer the citizens a list of local contractors they can use. They will handle any and all billing questions and citizen issues directly, there will be no city staff involvement. This program gives us a unique chance to educate our citizens of the ownership responsibility of what the city owns and what the citizens are responsible for.

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

Council to allow staff to move forward with the NLC Service Line Program for the City of St. Francis residents.

### **BUDGET IMPLICATION:**

No budget implication at this time.

### **Attachments:**

- Staff Report
- Marketing Agreement

**RECOMMENDATION:** It is recommended that the Mayor and City Council authorize Administration, or their designee, to enter into the royalty Marketing agreement with Utility Service Partners, Inc. (USP) for an initial term of three (3) years, subject to City Attorney review with an additional (1) year renewal.

**BACKGROUND:** The National League of Cities (NLC) Service Line Warranty Program, offered by Utility Service Partners, a HomeServe Company, was conceived in partnership with the National League of Cities to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements. Our program, the only one of its kind endorsed by the NLC, will help the City of Clarissa to achieve its goals by:

- Providing homeowners affordable protection against significant and unexpected costs to remedy leaking/broken/clogged water lines, sewer lines, and in-home plumbing lines
- Ensuring the delivery of timely, high-quality repair services in adherence to all applicable codes
- Providing exemplary service that reflects positively on the City
- The program stimulates the local economy by using fully vetted local contractors to complete the repairs.

**COVERAGE:** NLC Service Line Warranty Program offers three complete and separate voluntary programs. There is never a service fee/deductible or annual or lifetime limit. Residents can cancel the warranties at any time.

**Exterior Water Service Line:** Includes service to locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages, root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes thawing of frozen water lines. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

**Exterior Sewer Service Line:** Includes services to locate, excavate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

**Internal Plumbing and Drainage:** Coverage includes the emergency breakdown costs of repairing or replacing interior water, sewer, and drainage pipe materials, valves and other plumbing-related material, including unblocking, repair and replacement. Repair of clogged toilets.

Product	Monthly	Annual Coverage Limit	Annual Service Calls/Per Call Coverage
External Water Line	\$5.25	Unlimited	Unlimited Calls/\$8,500 Per Call
External Sewer Line	\$7.25	Unlimited	Unlimited Calls/\$8,500 Per Call
In-Home Plumbing	\$9.49	Unlimited	Unlimited Calls/\$3,000 Per Call

**IMPLEMENTATION:** The NLC Service Line Program will utilize the City logo to brand the materials used to educate City residents about our repair service plans. Program marketing literature clearly discloses that the Program and the City are separate entities and that the program is voluntary for residents. The NLC Service Line Warranty Program will create all marketing materials with input from the City and will submit all marketing/communications materials to the City for final approval.

**FINANCIAL IMPACT:** No cost to the city to participate

**CURRENT MN PARTNERS (39):** City of Edina, City of St Louis Park, City of Richfield, City of Columbia Heights, City of St Michael, City of Mounds View, City of Grand Rapids, City of Watertown, City of Olivia, City of Chatfield, City of Le Sueur, City of South St. Paul, City of Barnesville, City of Dilworth, City of Albert Lea, City of Falcon Heights, City of Mora, City of Perham, City of Hawley, City of Pelican Rapids, City of Arden Hills, City of Granite Falls, City of Lake Crystal, City of Rosemount, City of Waite Park, City of Pipestone, New Ulm Public Utilities, City of Zumbrota, City of Blaine, City of Delavan, City of Loretto, City of New Brighton, City of Iron Junction, City of Vergas, City of Vesta, City of Robbinsdale, City of Lafayette, City of New London, City of Brownsdale



## MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into by and between the City of St. Francis, Minnesota (“**City**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**Company**”), herein collectively referred to singularly as “**Party**” and collectively as the “**Parties**”. This Agreement shall be effective on the last signature date set forth below (“**Effective Date**”).

### RECITALS:

**WHEREAS**, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City (“**Property Owner**”); and

**WHEREAS**, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a “**Product**” and collectively, the “**Products**”); and

**WHEREAS**, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **City Obligations.**

A. Grant of License. City hereby grants to Company a non-exclusive license (“**License**”) to use City's branding (“**Marks**”), on marketing materials in accordance with Exhibit A to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. In the event that City extends a similar license to a competitor of Company during the Term and any Renewal Term of this Agreement, the City shall provide thirty (30) days' notice prior to such grant of license and Company may immediately terminate this Agreement.

B. **Property Owner Data.** If City elects to do so, City may provide Company with Property Owner Data for use by Company in furtherance of the advertisement, marketing, and sale of the Products. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as “**Property Owner Data**”. Property Owners Data shall be and remain City’s property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations (“**Applicable Laws**”); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member (“**Member**”) and, following such purchase, all data in Company’s control or possession relating to Members is Company’s property.

3. **Term.** The term of this Agreement (“**Initial Term**”) shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a “**Renewal Term**”, and collectively with the Initial Term, the “**Term**”) unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** As consideration for such license, Company will pay to City a License Fee of as set forth in Exhibit A (“**License Fee**”) during the Term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of the first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term, due and payable on January 30th of the succeeding year. City agrees to provide a completed Form W-9 to Company in order to facilitate proper payment of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, the City shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure.

6. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing of this Agreement.

7. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, “**Claim**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

8. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

**To:** City:  
 ATTN: Kate Thunstrom  
 City of St. Francis  
 23340 Cree Street  
 St. Francis, MN 55070-9390  
 Email: kthunstrom@stfrancismn.org  
 Phone: (612) 804-8350

**To:** Company:  
 ATTN: Chief Growth Officer  
 Utility Service Partners Private Label, Inc.  
 601 Merritt 7, 6<sup>th</sup> Floor  
 Norwalk, CT 06851  
 Phone: (866) 974-4801

9. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature, any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

10. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor.

11. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

12. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Minnesota, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

13. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and year first written below.

**CITY OF ST. FRANCIS**

\_\_\_\_\_

Name:

Title:

Date:

**UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

\_\_\_\_\_

Name: Michael Backus

Title: Chief Growth Officer

Date:

**Exhibit A**  
**NLC Service Line Warranty Program**  
**City of St. Francis**  
**Term Sheet**  
**May 25, 2023**

- I. Initial Term. Three Years.
- II. License Fee. \$0.50 per Product for each month that a Product is in force for a Property Owner (and for which payment is received by Company), aggregated and paid annually, for:
  - A. Use of City logo and name on letterhead, advertising, signature line, and marketing materials.
- III. Products.
  - A. External water service line plan (initially, \$5.75 per month)
  - B. External sewer/septic line plan (initially, \$7.75 per month)
  - C. Interior plumbing and drainage plan (initially, \$9.99 per month)

Pricing does not include taxes. Company may adjust the foregoing Product fees; provided, that any such monthly fee adjustment shall not exceed \$0.50 in any 12-month period. If such adjustment shall exceed \$0.50, both Parties must agree in writing.
- IV. Scope of Coverage.
  - A. External water service line plan:
    - i. Covers Property Owner responsibility: From the meter to the external wall of the home.
    - ii. Covers thawing of frozen external water lines.
    - iii. Covers well service lines if applicable.
  - B. External sewer/septic line plan:
    - i. Covers Property Owner responsibility: From the external wall of the home to the sewer main.
    - ii. Covers septic lines if applicable.
  - C. Interior plumbing and drainage plan:
    - i. Covers water supply pipes and drainage pipes within the interior of the home.
- V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year (each campaign consists of two mailings) and such other channels as may be mutually agreed. Initially, Company anticipates offering the interior plumbing and drainage plan Product via in-bound phone or web only.



## CITY COUNCIL AGENDA REPORT

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**TO:** Kate Thunstrom, City Administrator  
**FROM:** Paul Carpenter, Public Works Director  
**SUBJECT:** Stanford Township Shared Road Agreement  
**DATE:** July 17, 2023

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### **OVERVIEW:**

City Staff has worked with the Stanford Township board supervisors for the past few months and come to a shared road agreement that represents both entities fairly. This agreement opens the door to share expenses with projects that are long overdue on 245<sup>th</sup> Ave.

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

Council to sign the shared road agreement.

### **BUDGET IMPLICATION:**

There is no budget implication at this time.

### Attachments:

- Stanford Township Shared Road Agreement

## STANFORD TOWNSHIP & ST. FRANCIS ROAD AGREEMENT

This Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of St. Francis (“the City”), Minnesota, and Stanford Township, Isanti County, Minnesota (“the Township”) as follows:

**WHEREAS**, Minn. Stat. § 164.12 directs governmental units to divide town line roads and enter into an agreement for maintenance of those roads; and

**WHEREAS**, the City of St. Francis and Stanford Township desire to determine the maintenance and responsibilities for road maintenance between themselves.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that each party shall derive here from, the City of St. Francis and Stanford Township hereby enter into this Agreement for the division of maintenance responsibilities for the herein described town line road on 245<sup>th</sup> Avenue NW between the two jurisdictions.

Stanford Township and the City of St. Francis hereby agree to share maintenance responsibilities for 245<sup>th</sup> Ave NW, in the following manner:

1. Stanford Township (“the Township”) shall be responsible for conducting routine inspections, maintenance, and repairs to its respective design standards for the following portions of 245<sup>th</sup> Avenue NW:
  - a. West of Nacre Street to Hazel Bush Trail
  - b. East of Nacre Street NW to a distance of approximately 1700 feet, as described in attached Exhibit A.
2. The City of St. Francis (“the City”) shall be responsible for conducting routine inspections, maintenance, and repairs to its respective design standards the following portions of 245<sup>th</sup> Avenue NW:
  - a. The portion that is west of Seelye Brook Drive (City)/Helium Street (Township) to its western terminus.
  - b. East of Highway 47 and west of Tulip Street
3. Each party agrees to provide the following routine maintenance services on their respective portions of 245<sup>th</sup> Avenue NW as outlined in Sections 1 and 2 as though such road right-of-way was located entirely within its jurisdiction and in accordance with the standards, policies, and procedures



used by it when it conducts such routine maintenance services on its gravel roads that are in similar condition and with a similar level of use: inspecting, snow plowing, pot hole repair, grading, graveling, noxious weed control, mowing, brushing, cleaning of culverts, tree removal, snowplowing, sanding, signing, and removal of obstructions (e.g. a downed tree), shoulder maintenance, ditch maintenance, etc.

4. The parties do not anticipate that there will be any need to disburse funds other than as part of the cost associated with normal improvements and maintenance of the road falling within the respective party's area of responsibility and termination costs as noted below. The cost of inspecting, maintaining and repairing to its respective design standards during the term of this Agreement will be the sole responsibility of the party responsible for that portion of 245<sup>th</sup> Avenue NW as described in this Agreement. Nothing in this section shall prevent one party from approaching the other about contributing to any major improvements that might be necessary for a road within its respective area.
5. The City and Township agree that they each shall be responsible for one-half of the cost of constructing, installing or replacing any matter of access over watercourse, including but not limited to a bridge or culvert or road reconstruction on any portion of 245<sup>th</sup> Avenue NW without regard to whether the matter of access would be within the City or the Township's assigned portion of 245<sup>th</sup> Avenue NW subject to the following:
  - a. Prior to the commencement of such work, the responsible entity shall notify the other entity at least 1 year prior to the planned improvements.
  - b. Both parties shall agree upon the necessity of the project.
  - c. If a dispute arises over the necessity of the project, the design or cost of such improvements, a third-party engineer may be consulted, if agreed to by the parties.
  - d. All costs of engineering and construction shall be equally shared as part of the project cost.
  - e. The terms of payment and timing of projects shall be negotiated between the parties.
6. If either party proposes to improve 245<sup>th</sup> Avenue NW, such as through widening, rebuilding, or blacktopping, with the expectation that the other party will share in costs of the improvement project, the party proposing

the project must obtain the other party's written agreement to the cost share prior to undertaking the project. Nothing in this Agreement shall limit or prohibit either party from undertaking, at its own cost and expense, any improvement project on 245<sup>th</sup> Avenue NW, provided that such work does not damage the road or otherwise interfere with the terms or purposes of this Agreement. Any improvement project involving special assessment, or similar process of charging for the project costs, to owners in both jurisdictions shall require the prior mutual written agreement of the parties.

7. A party interested in initiating an activity not addressed in Section 6 that requires the sharing costs between the parties, or with the expectation of sharing costs, shall notify and obtain approval from the other party before undertaking the activity. Each party hereby delegates to the other party such authority as may be needed for the designated party to perform regular maintenance and to improve the road in accordance with the terms of this Agreement.
8. The parties understand and agree that, given varying weather conditions and availability of resources, they will endeavor to provide the maintenance services indicated herein on 245<sup>th</sup> Avenue NW, but they do not represent, warrant, or guarantee that their work will meet any particular criteria or standards, or that it will be delivered within any particular time. The parties will include their respective portions of 245<sup>th</sup> Avenue NW in their maintenance schedule and provide such maintenance activities in accordance with its usual policies and procedures.
9. Each party shall maintain an emergency contact for the authorization of any emergency work that may arise.
10. Liability and claims for any act or failure to act by the City or the Township that may arise out of maintaining or repairing the road or building the road design standards will be the responsibility of the entity that has authority over that portion of the road as noted above that resulted in the liability or claim. The responsible entity agrees to defend, indemnify and hold the other party harmless from all charges, complaints, claims, damages, actions and causes of action and demands of every kind and nature, known or unknown, liquidated or unliquidated, at law or inequity, which any third-party may have against the other party arising out of the responsible party's action or inaction related to the portion of the road within its primary area of responsibility as described in this Agreement.

Nothing in this Agreement shall be construed to waive any immunities or limitations to which the City or the Township is entitled under Minn. Stat. Chapter 466 or otherwise.

11. This Agreement may be terminated upon the terminating party giving the other party ninety (90) days prior notice of intent to terminate. This notice must be sent to the following address:

For the City: 23340 Cree St. NW, St. Francis, MN 55070

For the Township: 5050 261<sup>st</sup> Avenue NW, Isanti, MN 55040

12. This Agreement may be terminated upon the terminating party giving the other party ninety (90) days prior notice of intent to terminate. Upon the effective date of termination of this Agreement, the responsibilities created by this Agreement will cease and the parties will return to their prior respective responsibilities and interests relative to 245<sup>th</sup> Avenue NW and each party shall reimburse the other for any costs pursuant to the terms of this agreement.
13. Any and all persons engaged in the work to be performed by one entity shall not be considered employees of the other entity.
14. Pursuant to Minn. Stat. §16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of the Township and St. Francis relevant to this Agreement are subject to examination by the Township, St. Francis, and either the Legislative Auditor or the State Auditor as appropriate. The Township and St. Francis agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.
15. Both parties shall maintain general liability and errors and omissions insurance during the entire period of this Agreement. The combined policy provided by the Minnesota Association of Townships Insurance Trusts and the League of Minnesota Cities Insurance Trust shall be deemed sufficient insurance coverage for the purposes of this Agreement. Any contractor hired to perform maintenance or improvement work on the roads shall be required to provide proof of insurance coverage in an amount satisfactory to the party letting the contract.

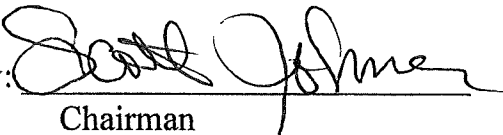
- 16. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.
- 17. This Agreement is solely for the benefit of the City of St. Francis and Stanford Township. This Agreement shall not create or establish any rights in or for the benefit of any third party.
- 18. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.
- 19. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties; there are no warranties, representations or agreements among the parties in connection with the subject matter hereof, except as set forth or referred to herein. No supplement, modification, waiver or termination of this Agreement or any of its provisions shall be binding unless executed in writing by the parties to be bound. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, and no such waiver shall constitute a continuing waiver unless otherwise expressly provided.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed on the day and year first above written. The signatures below attest to the fact that this Agreement has been approved by the governing bodies of both parties.

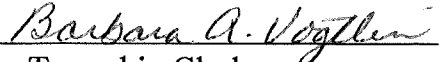
**CITY OF ST. FRANCIS**

**STANFORD TOWNSHIP:**

By: \_\_\_\_\_  
Mayor

By:  \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
City Clerk

By:  \_\_\_\_\_  
Township Clerk



## CITY COUNCIL AGENDA REPORT

---

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Paul Carpenter, Public Works Director  
**SUBJECT:** Aeration diffuser membranes  
**DATE:** July 17<sup>th</sup> , 2023

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### **OVERVIEW:**

A critical piece of equipment in our wastewater aeration tanks are the 768 membrane diffusers. They diffuse the air supplied from the blowers and create a more uniform treatment. Essentially, it is a plastic pipe that has an EPDM rubber membrane that surrounds it. It is the membrane that we need to replace. Because of the wastewater environment that it is in, the membrane typically last for 5-10 year and eventually wears out. Our membrane diffusers have been in service for 6 years and are approaching end of life. We have received two quotes for this project. One from EDI for \$ 27,800 and one from USA blue book in the amount of \$22,461.15

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

Authorize and accept the low quote from USAbluebook in the amount of \$ 22,461.15

### **BUDGET IMPLICATION:**

This is a budgeted item in our CIP plan. Due to rising cost, the remaining balance will be paid from the wastewater operation and maintenance fund.

#### Attachments:

- USAbluebook
- Environmental dynamics international

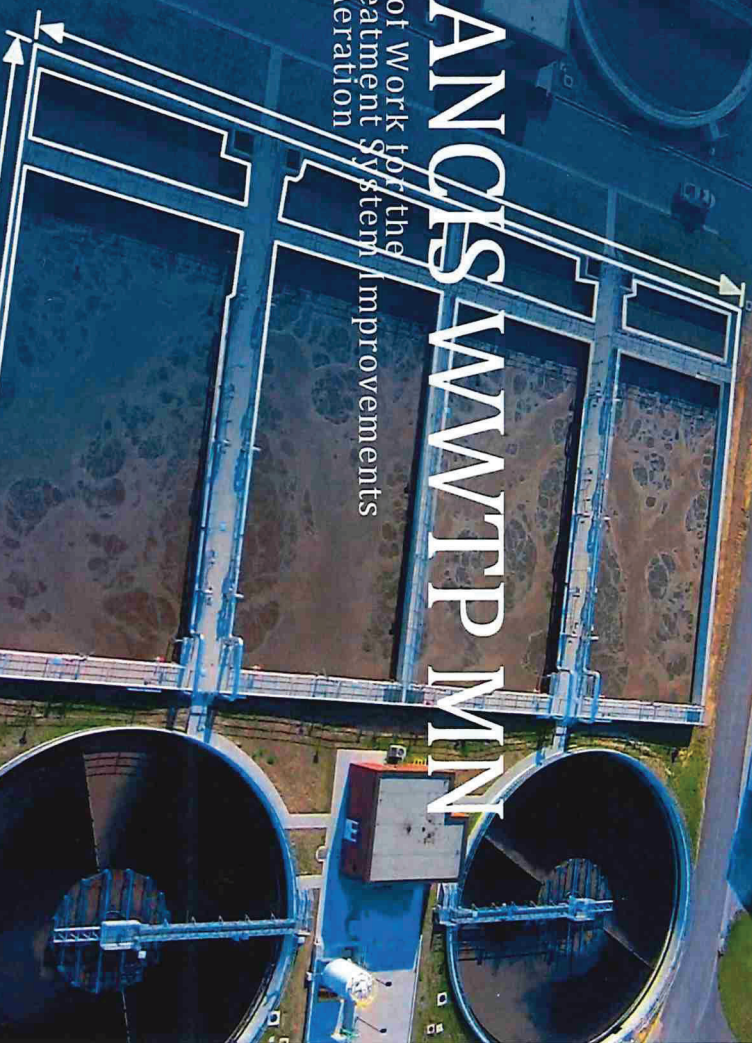


**Environmental  
DYNAMICS INTERNATIONAL**  
A Flexom BRAND

# ST FRANCIS WWTP MN

Detailed Scope of Work for the  
Wastewater Treatment System Improvements  
with FlexAir™ Aeration

June 1, 2023



***aeration for life™***

5601 Paris Rd, Columbia, MO 65202  
+1 573 474 9456 | [www.wastewater.com](http://www.wastewater.com)



# Project Overview

Environmental Dynamics International (EDI) is pleased to offer replacement FlexAir™ diffuser membranes for the St Francis WWTP MN project.

EDI is also offering an adder for installation of the aeration parts by EDI SiteWorks, EDI's in-house installation and maintenance division, which is the only certified installer of EDI aeration.

SiteWorks is uniquely capable of installing, maintaining, and fixing all brands of aeration equipment, especially EDI equipment. The Factory-Certified Diffuser System Technicians that will be employed on-site have many years of installing aeration equipment and have the specialized equipment to install this system. With the right tools and experience, SiteWorks can easily troubleshoot any issues that may arise and perform this installation seamlessly and conveniently for the Client the first time. SiteWorks will ensure that the installation meets all manufacturer specifications and directions and can provide startup, commissioning, and training services.

The following is the detailed scope of work to be supplied by EDI:

## INCLUDED IN OVERALL SCOPE OF SUPPLY

- 1- year parts warranty from startup (or 18 months from shipment, whichever comes first)
- *If the aeration parts are installed by EDI, the mechanical warranty will be extended by 12 months (24-months total) and expanded to not only cover defects in materials but also workmanship.*
- Operation & Maintenance Manuals

# Aeration Parts Supply

Supply of FlexAir™ aeration parts including the in-water components as follows:

## AERATION BASIN 1A

- 128 Membrane, EPDM, 91-502, 1.25 x 1.25 *21140*
- 256 Clamp, Stepless Ear, 304 SS, 95.0 mm *21600*

## AERATION BASIN 1B

- 128 Membrane, EPDM, 91-502, 1.25 x 1.25
- 256 Clamp, Stepless Ear, 304 SS, 95.0 mm

## AERATION BASIN 2

- 256 Membrane, EPDM, 91-502, 1.25 x 1.25
- 512 Clamp, Stepless Ear, 304 SS, 95.0 mm

## AERATION BASIN 3

- 256 Membrane, EPDM, 91-502, 1.25 x 1.25
- 512 Clamp, Stepless Ear, 304 SS, 95.0 mm

## Items Specifically not Included

- All items not listed
- Shipping to jobsite, receiving/off-loading and secure on-site storage of all equipment
- Installation of all supplied equipment, including labor and materials
- Start-up, commissioning, and initial training combined with other supplied equipment

# Optional Aeration Parts Installation

ED1 is pleased to provide additional pricing for the **installation** of the aeration parts as listed above. Maintenance services include labor, travel, per diem and expenses required to complete the scope of work per tank outlined below.

## AERATION BASINS (SCOPE FOR EACH OF THE 4 BASINS)

- Remove existing membranes and clamps from diffuser cores and stage in designated area for disposal.



ST FRANCIS WWTP MN  
CD22005.02

A **Nexom** BRAND



- Inspect diffuser cores for accumulated debris. Notify Client if debris is found.
- Inspect header and lateral piping for accumulated debris. Notify Client if debris is found.
- Install new FlexAir® EPDM membranes and SS clamps onto existing diffuser cores.
- Inspect all in-basin aeration components, including air piping, connections, supports, diffuser cores, and other ancillary components. Notify Client if damages or deficiencies are found.
- Tighten any loose connection or support hardware.
- Start-up aeration system if clean water and air are available to the basin.
- Leak-check aeration system and make corrections as necessary.

## General Notes and Conditions

- Proposal includes one crew mobilization and demobilization (per tank) to complete the work as defined above. An additional charge for additional mobilizations will apply.
- Proposal assumes basins are accessible to crew upon arrival and ready for equipment maintenance.
- If additional repairs or maintenance outside of this scope of work are noticed by crew while onsite, they will be reported to the client for review and approval. Accepted repairs will be handled under a negotiated contract change order or separate purchase order, comprised of labor and material cost.
- Proposal assumes standard training and safety certifications of crew, including those in OSHA, Confined Space, and H2S.
- Delays and downtime resulting from actions or occurrences beyond the control of SiteWorks may be subject to a change order.



ST FRANCIS WWTP MN  
CD22005.02

A Nexom BRAND

## Items Specifically not Included

- All items not listed
- Receiving/off-loading and secure on-site storage of any equipment
- Dewatering, sludge and debris removal, and cleaning of the tanks
- Access into the tanks: hatchway(s), ladder(s), etc.
- Owner to provide equipment (ie. crane, RTO, etc) to move supplied parts in and out of the basin, if required. *If the basin has a usable manhole through the tank wall, parts can also be moved by crew through this.*
- Purging or cleaning of air piping if accumulated debris is found
- Disposal of old diffusers, miscellaneous parts and other refuse. *Parts and other refuse to be staged near basin or in commercial dumpster provided by others.*
- Water, air supply equipment, and electrical energy for air for startup of equipment
- Site preparation and restoration
- Federal or State required specialty wages for onsite crew labor (ie. Davis-Bacon Act, State Prevailing, etc.). *Please notify EDI if any of these wages are required for a revised quote.*
- Site-specific safety requirements, training and/or equipment. *Client to provide the deployed crew with any required specialized training at no additional cost incurred to EDI.*



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# Pricing

Price for the supply of the following as described in the scope of work above:

- Aeration Basin 1a Aeration Parts Supply

**\$ 4,650 USD** shipping and taxes NOT included  
Installation adder:     \$ 13,900 USD taxes not included

- Aeration Basin 1b Aeration Parts Supply

**\$ 4,650 USD** shipping and taxes NOT included  
Installation adder:     \$ 13,900 USD taxes not included

- Aeration Basin 2 Aeration Parts Supply

**\$ 9,250 USD** shipping and taxes NOT included  
Installation adder:     \$ 18,200 USD taxes not included

- Aeration Basin 3 Aeration Parts Supply

**\$ 9,250 USD** shipping and taxes NOT included  
Installation adder:     \$ 18,200 USD taxes not included

## QUOTE VALIDITY

ED1 proposals are valid for 30 days. Beyond this 30-day window, prices may be increased by ED1 by a percentage not to exceed the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average of All Items (Base Index 1982-84=100), as published by the U.S. Bureau of Labor Statistics, over the immediately preceding month (s). In no event, however, shall the price be less than the price extended in the original proposal. In the event the index specified above is either unavailable or is no longer published, the most comprehensive official index then published by the United States Department of Labor, Bureau of Labor Statistics that most clearly approximates the index specified above shall be substituted in place thereof. ED1 shall provide Buyer written notice of the adjusted prices upon notification of Buyer's intent to purchase goods.



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# **PAYMENT TERMS**

Requests for extended financing beyond the Net Terms indicated below will be quoted based upon the payment terms being requested at the time of order placement.

## **Equipment Supply:**

- 100% due Net30 upon Readiness to Ship Equipment (invoiced per each tank)

## **Installation Supply:**

- 100% due Net30 upon Completion of Installation (invoiced per each tank)

# **TYPICAL EQUIPMENT LEAD TIME / DELIVERY**

Approximate delivery times of major components:

- Aeration Parts: TBD until qty determination
- Installation to be scheduled in conjunction with delivery of materials to site and in coordination with site preparation (if applicable)

# **SCHEDULING (IF APPLICABLE)**

Pricing based on EDI maximizing all daylight hours during project term and operating during the week and weekends (if agreed upon). Crews are dispatched to projects on a first come first serve basis. Should a project require completion under "emergency" status, require rescheduling of booked projects, and/or the unplanned utilization of subcontractors, pricing will be renegotiated.



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# Questions or Comments

Any questions or comments can be directed to:

**Jeremiah Ritchey**

Regional Aftermarket Account Manager

[jeremiah.ritchey@wastewater.com](mailto:jeremiah.ritchey@wastewater.com)

573-507-5117

OR

**Nick Janous**

Director of Sales

[nick.janous@nexom.com](mailto:nick.janous@nexom.com)

262-573-4914



**Environmental Dynamics International, A Nexom Brand**

[edi.marketing@wastewater.com](mailto:edi.marketing@wastewater.com)

+1-573-474-9456

5601 Paris Rd. · Columbia MO · 65202

[www.wastewater.com](http://www.wastewater.com)

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**Environmental  
DYNAMICS INTERNATIONAL**

## STANDARD TERMS AND CONDITIONS OF SALE FOR EQUIPMENT & INSTALLATION SERVICES

Environmental Dynamics International, Inc. ("EDI" or "Company") is a manufacturer of water and wastewater treatment equipment and systems. EDI offers this document to supply equipment and services described in it in accordance with these terms and conditions:

1. **ACCEPTANCE.** These terms and conditions of sale supersede all previous editions – and may be updated from time to time as posted to the EDI website – and apply to all documents made and orders accepted by EDI and acceptance of the goods by the Purchaser is acknowledgement of acceptance of the most recent EDI terms and conditions of sale. No order for EDI's products or services shall be binding upon EDI until accepted in writing by an authorized official of EDI or by shipment or other performance of such order. Any order shall be subject to these terms and conditions, which in concert with any supply contract shall constitute the entire agreement between the parties, and acceptance shall be expressly conditioned on assent to such terms and conditions by Purchaser, which assent shall be deemed given unless Purchaser shall expressly notify EDI to the contrary within five (5) days after receipt of any acknowledgment of order. No understandings or agreements which differ from, modify, or add to these terms and conditions and no additions, deletions or modifications proposed by Purchaser in its printed forms or otherwise shall bind EDI regardless of whether or not such understandings, agreements, additions, deletions, or modifications would materially alter the terms hereof, unless made in writing and signed by both parties. All purchase orders or contracts must be approved and accepted by EDI. Stenographic and clerical errors are subject to correction.
2. **CANCELLATION, SUSPENSION OR RETURNS.** No accepted offer may be cancelled or altered by Purchaser except upon terms and conditions accepted by EDI in writing, and no changes to this document will be binding unless set forth in writing and manually signed by EDI. This offer may be revoked by EDI at any time before it is accepted by Purchaser and will automatically expire 30 calendar days after its date if Purchaser has not accepted it before then. Neither Purchaser of this offer nor any conduct by EDI (including but not limited to shipment of goods) will obligate EDI to sell to Purchaser any quantity of goods in excess of the quantity that Purchaser has committed to purchase from EDI at the time of such acceptance or conduct. Requests to cancel, suspend or return a PO or portion thereof shall not be accepted without prior written approval from Company. All Goods returned to Company must be in full containers or cases, unopened and in the same conditions as when delivered. All costs to return are borne by the Purchaser and a 15% fee may be charged at Company's option. Costs incurred by Company of all work completed, or goods purchased in execution of Purchaser PO at time of approved cancellation will be responsibility of Purchaser. The Purchaser shall indemnify the Company against any loss related to cancellation, suspension or returns.
3. **PRICES; INVOICING.** All prices are EXW, EDI Facility and stated in USD unless otherwise noted in the offer. The Company may make partial billings of the contract price as various components of the equipment are shipped. If production or shipment of completed goods, or other Company performance, is delayed by Purchaser, Company may immediately invoice, and Purchaser will pay, the percentage of the purchase price corresponding to the percentage of completion. *International Orders:* When the Company manufactures equipment to meet schedules established by the Purchaser, the Company reserves the right to invoice the Purchaser for the goods when ready for shipment.
4. **PAYMENT TERMS.** Unless otherwise specified herein, payment terms are as set forth in the attached purchase agreement. Amounts past due are subject to a service charge of 1.5% per month, 18% per annum, on the unpaid balance. Company reserves the right, among other remedies, to delay or suspend further shipments or require full or partial cash payment in advance until all sums due have been paid. Purchaser shall be liable for all costs and expenses incurred by Company in collecting any overdue amounts, including without limitation reasonable attorneys' fees. Any pro-rata payments required hereunder shall be made as shipments are made. Once the Project is awarded, the Company and Purchaser will agree and finalize a revised/applicable Project schedule with payment milestones. If the approval to proceed to each milestone is not given within 14 days of the issuance of the required submittal or notification from the Company to the Purchaser, the Company reserves the right to adjust the sell price of this Purchase Order or add a surcharge based on actual increases incurred from its Suppliers due to the delay in the Project schedule.
5. **CREDIT APPROVAL.** All payment terms set forth in this document are subject to Company's approval of Purchaser's credit, in Company's discretion; if such approval is withheld, payment will be due in advance of Company's performance. Performance of any contract by the Company is contingent upon Purchaser credit approval. Credit may be waived in lieu of a project materials payment bond. A materials payment bond supplied to the project Owner or Engineer by the Purchaser is acceptable. EDI reserves the right to hold shipment on delinquent accounts.
6. **DELIVERY; STORAGE.** Unless otherwise agreed to by Company in writing, all shipments are EXW Company's warehouse. Regardless of shipping terms or freight payment, Purchaser will bear all risk of loss or damage in transit. Company reserves the right to make delivery in installments, unless otherwise expressly stipulated herein; all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment will not relieve Purchaser of its obligations to accept remaining deliveries.

Shipping dates are estimates only and are subject to Company's lead time policy. Company shall make all reasonable efforts to have Goods delivered to Purchaser on or about the date or within the time frame of the Order, but Company shall not be liable for any failure or delay in delivery for any reason. Statements as to expected date of hardware shipment represent the Company's best judgment, but shipment on those dates is not guaranteed. The Company will endeavor to meet the scheduled date(s) but cannot be held responsible for its failure to do so for causes beyond its reasonable control and in no event shall it be liable for any loss or damage resulting from its failure to deliver within the time specified herein. The Purchaser hereby waives all claims to damages caused by delay in shipment or delivery of hardware. Great care is taken in packing Company's Product. Company cannot be held responsible for damage after having received "in good order" receipts from the transportation company. All claims for loss and damage must be made by Purchaser to the carrier.

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purchase orders issued by Purchaser and placed with Company are irrevocable and Purchaser is contractually obliged to take delivery and pay for all Goods ordered and supplied or made available by Company pursuant to such purchase order. If the Company does not receive forwarding instructions sufficient to enable it to dispatch goods within fourteen (14) days after notice to Purchaser that such Goods are ready, Purchaser shall be deemed to have taken delivery from such dates and Company will store all items at Purchaser's risk and expense, and will invoice Purchaser for any remaining unbilled contract price plus one-half percent (½%) of the total contract price for each month the shipment is delayed and a fee of One Hundred Dollars (\$100.00) per day for storage and maintenance. Unless otherwise agreed upon by the parties in writing, if Purchaser does not accept delivery or collect goods from Company when made available at the agreed delivery point in accordance with the Contract, Purchaser also will reimburse Company for any demurrage, transport or futile delivery costs incurred by Company.

7. **TAXES.** Prices do not include any state or local sales, use, excise, or other taxes or assessments or import or export duties imposed on the goods provided in the document unless explicitly stated to be included in the document. The Purchaser is responsible to pay and/or report all of the above referenced taxes.

8. **LIMITED WARRANTY.** Contracts for purchase of equipment and services accepted by EDI exclude any process or performance warranties related to system design. Company warrants title and that the Goods provided in the document shall conform to the Company's standard sales specifications in effect at the time of manufacture or the specifications agreed by the parties in writing and contained or referenced in the Purchase Order. Additionally, no biological or process performance warranties are expressed or may be implied by the participation of EDI in this contract – specifically, to the maximum extent permitted by law, Company makes no other representation or warranty of any kind, and hereby expressly disclaims all other representations or warranties, express, implied, statutory or arising from a course of dealing, usage of the trade, including without limitation any representation or warranty as to merchantability, fitness for a particular purpose, or any other matter with respect to the goods, whether used alone or in combination with any other goods, processes, or materials or services. Company's sole liability and Purchaser's sole remedy for breach of warranty are specifically limited to the repair of the goods (or re-performance of services when applicable) or the cost thereof where Company fails to perform such repair necessitated by a breach of warranty, and such liability and remedy are exclusive of all other liabilities and remedies. Should these remedies be found inadequate or to have failed of their essential purpose for any reason whatsoever, Purchaser agrees that the return of the amount paid by Purchaser to Company for the purchase of the goods which fail to conform with the warranties shall be considered a fair and adequate remedy and prevent the remedies from failing of their essential purpose. Biological or process performance warranty for systems supplied by the Company shall be specifically and independently detailed and signed as a separate contract by an authorized Officer of the Company.

9. **LIMITATION OF LIABILITY.** To the extent permitted by law and notwithstanding any provision to the contrary in the contract, in no event shall Company be liable and Purchaser waives all claims against Company for consequential, incidental, indirect, exemplary, punitive or special damages, whether or not based upon Company's negligence or breach of warranty or strict liability in tort or any other cause of action arising, directly or indirectly, in respect to the product or services covered hereunder, or the use or failure thereof, including, but not limited to, damages for loss of production, loss of profits, loss of business revenues, loss of capital, failure to realize expected profits or savings, overhead costs, loss by reason of service interruption or increased expense of operation, loss of goodwill, loss of reputation, loss of value in any intellectual property, damages or liquidated sums payable pursuant to other agreements or to other third parties, other economic losses, or injury to persons or property. In any event, Company's maximum liability shall not exceed the purchase price of the product(s) and services furnished by Company hereunder that gave rise to any liability. The provisions of this paragraph shall survive the expiration or termination of this agreement. This disclaimer shall remain in full force and effect even in the event that Purchaser's sole and exclusive remedy shall fail of its essential purpose.

10. **GOVERNING LAW.** Any document for equipment supply made by the Company as well as any contract between the Company and the Purchaser are deemed to be executed at Columbia, Missouri, USA, subject to correction for typographical or mathematical errors and governed by Missouri law.

11. **ARBITRATION.** Any controversy or claim arising out of or relating to this contract/order or breach thereof will be finally settled by arbitration in accordance with the Rules of Commercial Arbitration of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction over the controversy or claim in the State of Missouri. Arbitration proceedings shall occur in the county of residence of Company in the State of Missouri.

12. **FORCE MAJEURE.** Shipments or deliveries may be totally or partially suspended or delayed by Company during any period in which the Company may be prevented or hindered from manufacture, delivery, or supply through any circumstances outside Company's reasonable control or where manufacturing, delivery or supply is rendered materially more expensive by such circumstances. Circumstances beyond Company's reasonable controls shall include but are not limited to governmental regulation, flood, wind, labor disputes, accident, power or water shortage, accidents or breakdowns or failures of plant or machinery, transportation, fires, strikes, war, reduced supply of fuel or raw materials, embargo, riot, act of God, or any other cause or causes, whether of like or different nature, beyond the reasonable control of Company. Company shall not incur any liability to Purchaser in respect of such suspension or delays. Purchaser shall bear any costs incidental to Purchaser's delay or failure in acceptance of Product or any other performance.

13. **SPECIAL HAZARDS.** Unusual conditions such as rock, poor foundation soils, excess water or other unusual site or safety conditions are not covered by this standard Company document. Extra costs emanating from unusual site or safety conditions shall be negotiated with written agreements developed at or subsequent to the time of discovery and prior to further work being completed by EDI.

14. **INSPECTION; ACCEPTANCE.** Purchaser shall promptly examine the Goods for any damage or shortage or failure of the Goods to comply with the Company's standard sales specifications or the specifications contained in or referenced in the Contract. Claims will not be allowed unless written notice specifying the nature and extent of the defect, damage or shortage is received in the Company's office within fourteen (14) days from unloading – unless the defect, damage or shortage is of such a nature that it would not be reasonably discovered until the material is assembled and/or erected as a finished product, then the fourteen (14) days will begin from the date of commencement of assembly and/or erection. All claims for damage in shipment, or shortage of Goods received, shall be deemed waived unless made in writing and received by Company.

15. **INSURANCE.** The Purchaser agrees to provide and maintain for the benefit of the Company adequate insurance for the equipment herein specified from the time of its shipment from EDI until paid for in full and the Purchaser agrees to assume all loss over and above that compensated for by such insurance. The Purchaser shall procure and pay for all public liability insurance during the installation of any EDI provided equipment.





**ATTORNEY FEES.** For any suits brought or retainerage paid to attorneys to collect any part of the purchase price or to enforce any provision herein, the Purchaser will pay EDI attorney fees and related expenses including an administrative fee equal to the attorney fees.

**BANKRUPTCY, RECEIVERSHIP, OR INSOLVENCY PROCEEDINGS.** Should bankruptcy, receivership or insolvency proceedings be instituted by or against the Purchaser or should the Purchaser make an assignment in favor of creditors, the unpaid balance of the purchase price shall immediately become due and payable at the option of the Company. Notwithstanding other arrangements to the contrary, the Company shall be free to enter premises where equipment for which the Company is not been fully paid may be located and remove said equipment as its property without prejudice to any further claims on amounts of damage which the Company may suffer from any cause.

18. **PROMISSORY NOTE.** Acceptance of a promissory note or other evidence of debt for any part of price shall not be construed as payment.

19. **PATENT INFRINGEMENT.** Any interference with Purchaser's use of equipment supplied by the Company on the grounds that such use constitutes an infringement of any patent shall impose no liability on the Company.

20. **SPARE OR POTENTIAL WARRANTY PARTS.** If spare parts or potential warranty parts are required immediately, EDI may ship those parts subject to the following limitations: a) Purchaser agrees to pay for additional components or spare components including special freight charges. Reimbursement will be issued as a credit to the Purchaser's account in the event potential warranty parts are verified as actual warranty defects and b) Contract price adjustments or price adjustments on additional or spare components are subject to EDI approval and original contact terms.

21. **INDEMNIFICATION.** Purchaser will indemnify and hold harmless Company from and against any and all losses, liabilities, damages and expenses (including but not limited to Attorney's Fees and other costs of defense) that Company may incur as a result of any claim, other than a claim for the remedies provided for in the EDI standard warranty, by Purchaser or Purchaser's customers or by any third party arising out of or relating to the goods or services sold hereunder, including but not limited to any such claim based upon the negligence of company in designing, manufacturing, performing and/or selling such goods or services, unless such losses, liabilities, damages or expenses are ultimately determined to be attributable solely to the willful misconduct of seller.

22. **WAIVER.** No failure to exercise or any delay or omission in exercising any right, power or remedy by Company operates as or constitutes a waiver. A single or partial exercise by Company of any right, power or remedy does not preclude any other or further exercise by it of that or any other right, power, or remedy. A waiver is not valid or binding on Company unless made in writing.

23. **SEVERANCE.** If any provision of these Terms and Conditions or its application to any person or circumstances is or becomes invalid, illegal, or unenforceable, the provision shall so far as possible be read down to such extent as may be necessary to ensure that it is not invalid, illegal, or unenforceable. If any provision or part of it cannot be so read down, the provision or part of it shall be deemed void and severable and the remaining provisions of these Terms and Conditions shall not in any way be affected or impaired.

24. **CONFIDENTIALITY.** Purchaser acknowledges that the information and processes utilized by Company in the design, manufacture, and supply of its products and systems are confidential and proprietary to the Company. Purchaser agrees to treat as confidential and proprietary any such information or processes, including, but not limited to, design information or data, proposals, software, schematics, drawings, operational and maintenance manuals, testing procedures or other similar technical information ("Confidential Information") provided by the Company in connection with the supply or installation of products or systems hereunder, and will, at a minimum, protect any such confidential information in a manner commensurate with the measures taken to protect Purchaser's own confidential or proprietary information. The Company retains all rights, titles, and interests in all such Confidential Information and Purchaser shall not use or otherwise disclose to any third party any such Confidential Information except to the extent authorized by the Company in writing.

25. **MECHANICAL WARRANTY and/or LABOR WARRANTY.** As provided.







## Mechanical Parts & Labor Warranty Statement Sample Warranty

This warranty jointly provided by Environmental Dynamics International Inc., (EDI) and SiteWorks, a division of EDI, is limited to the terms set forth in this Statement. All other warranties expressed or implied are excluded and disclaimed in their entirety. EDI gives no other warranty of any kind, nature or description, expressed or implied, other than the limited warranties set forth herein, and this warranty exclusion includes but is not limited to warranties of merchantability and warranties of fitness for a particular purpose, both of which are excluded and disclaimed in their entirety. Equipment manufactured by EDI and labor performed by SiteWorks, is warranted to be free from defects in materials and workmanship as applicable.

- (a) Effective for twelve (12) months from startup of the equipment or eighteen (18) months from shipment, whichever occurs first.

All equipment / systems must be stored, operated, and maintained according to the Installation, Operation and Maintenance manual (IO&M) provided. Claims for damaged, improper material or for shortages upon delivery will not be allowed unless written notice, specifying the nature and extent of the damage or shortage, is received to EDI within fourteen (14) days from offloading. If the damage or shortage is of such a nature that it would not be reasonably discovered until the material is assembled and/or erected as a finished product, then the fourteen (14) days will commence from the date of assembly and/or erection. The responsibility of EDI is limited to the cost of repair or replacement of the defective equipment. EDI shall not be liable for any indirect, special, consequential, liquidated damages or penalties relating to the goods covered by or the transaction giving rise to this warranty.

Defective part(s) shall be remedied by repair or replacement of the defective part(s) only shipped freight included, FOB original shipping point<sup>1</sup>. Costs incurred by EDI (on or off site)<sup>2</sup> shall be reimbursed by the Purchaser / Owner<sup>3</sup> should EDI find a deficiency to not be due to equipment covered by this warranty. Defective is defined as faulty or deficient; to the project specifications, or to the purpose(s)/operation(s) it was originally designed for.

The following are excluded from this warranty, but shall not be considered to be limiting to other exclusions: cleaning and de-watering, equipment manufactured by others unless supplied by EDI<sup>4</sup>, process and performance related to system design or biological process performance, decomposition, abnormal wear and/or damage caused by site conditions; chemical action, chemical precipitate, physical abrasion points or abrasive materials, water velocities greater than 2 ft/sec or as approved by EDI, blunt trauma forces, faulty or substandard structural components, faulty or inadequate maintenance/operation<sup>5</sup>, equipment and services provided under a contract which is in a current state of default due to non-payment.<sup>6</sup> EDI exclusively assumes no responsibility of expense or liability for (a) equipment repairs made or contracted by Purchaser or Owner without EDI's written consent; (b) modifications to any of EDI's equipment made by others which are not approved in advance and in writing by EDI; (c) failure of the Owner to promptly notify EDI of observed defects and or deficiencies which occur during the warranty period (d) work by others<sup>7</sup>, (e) field modifications to allow for removal or replacement of EDI components.

<sup>1</sup> FOB original shipping point indicates the point of which risk of loss passes

<sup>2</sup> Cost incurred include, but not limited to: travel, housing, labor, and materials; that have been expended to research and repair such deficiency.

<sup>3</sup> Responsible party for the equipment at the time of the warranty claim; generally dictated by project status, pre (Purchaser) or post (Owner) project hand over.

<sup>4</sup> EDI does not warranty equipment manufactured by others. "By others" includes but is not limited to blowers, DO probes, electrical panels, engines, motors, any electrical apparatus, etc. Such equipment bears warranties of the respective manufacturers. Labor costs associated with warranty repairs of equipment manufactured by others shall be borne by others.

<sup>5</sup> Please refer to your EDI IO&M for maintenance and operation instructions.

<sup>6</sup> Default due to non-payment shall not include EDI approved holdbacks.

<sup>7</sup> Work by Others shall include but not be limited to; materials furnished, or labor provided by any contractor, subcontractor or material supplier not working directly for or directly under EDI.

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Capital Improvement Plan  
City of St. Francis, Minnesota

2023 thru 2027

Project # Sewer-024  
Project Name Wastewater Treatment Aeration Diffusers

Department Wastewater Fund  
Contact Public Works Director  
Type Equipment  
Useful Life  
Category Wastewater

Total Project Cost: \$71,000

Description

2023- Aeration fine diffusers- \$25,000  
2027- Aeration coarse diffusers- \$21,000  
2029- Aeration fine diffusers- \$25,000

Aeration fine diffuser and bio solids course diffusers. The diffuser supplies oxygen for our Biological treatment.

Justification

Aeration fine diffusers provide mixing and supply oxygen to the microbiology that treat the wastewater. They have a life span of approximately 5-6 years are made of pvc and a rubber membrane that diffuse the oxygen supplied.

Biosolids course diffusers provide mixing and supply oxygen to the biosolids so that the solids do not go anaerobic. Course diffusers are made of stainless steel and are in a more harsh enviroment.

Expenditures	2023	2024	2025	2026	2027	Total
Equip/Vehicles/Furnishings	25,000				21,000	46,000
Total	25,000				21,000	46,000
Funding Sources	2023	2024	2025	2026	2027	Total
Wastewater Fund	25,000				21,000	46,000
Total	25,000				21,000	46,000

www.usabluebook.com  
FAX: (847) 689-3030  
TOLL FREE : (800) 548-1234  
F.E.I.N : 75-2007383

### QUOTE

USE THIS QUOTE# **QUOT1013441-1** ON PO's!

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SAINT FRANCIS, MN 55070  
USA

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

DATE	7/6/2022
QUOTE	QUOT1013441-1 Agenda Item # 4G.
ACCOUNT NUMBER	829622
QUOTED TO	PARISH BARTEN
QUOTED BY	Debra
PAGE NUMBER	1 of 1

CUSTOMER PO #	EXPIRES	SALES PERSON	TERMS	SHIP FROM	SHIP VIA
QUOTE	8/5/2023	Rhonda	Net 30 days	IL	FDXFRTPRY

ITEM #	DESCRIPTION	QTY	U/M	PRICE	EXTENSION
32169	EDI Replacement EPDM Membrane 91mmx502mm	768	ea	\$26.00	\$19,968.00
30070	EDI 304SS 95.0 CLAMP	1,536	ea	\$1.44	\$2,211.84
	LEAD TIME 4-6 WEEKS ARO				
	PLEASE PROVIDE THE FOLLOWING WHEN PLACING ORDER				
	NAME:				
	PHONE#:				
	DELIVERY HOURS:				

MERCHANDISE	MISCELLANEOUS	FREIGHT	TAX	TOTAL
\$22,179.84	\$ 0.00	\$ 281.31	\$0.00	\$22,461.15

Authorized Signature

PO (If Required)

Please note that your order may be subject to applicable taxes based on current rates at the time your order is completed.

This quote and all sales by HD Supply Facilities Maintenance, LTD. d/b/a USABlueBook shall be governed exclusively by the Terms of Sale available at [usabluebook.com/termsforsale](http://usabluebook.com/termsforsale)

**TO ORDER:**For your convenience, you may simply sign and return via email to [customerservice@usabluebook.com](mailto:customerservice@usabluebook.com). We will process your order promptly and email a confirmation so you know we have it. If you prefer to call your order in or have additional questions or concerns, you may contact our Customer Service Department at (800) 548-1234. Please note any changes to the quantities or shipping address.

Thanks for choosing USABlueBook.





CITY COUNCIL AGENDA  
REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Todd Schwieger, Police Chief  
**SUBJECT:** Employee Wellness Program  
**DATE:** July 17, 2023

**OVERVIEW:**

During the course of performing their job duties, police and fire department employees may become involved in or exposed to incidents that have the potential to cause various forms of short or long term emotional and psychological trauma. Numerous studies have been conducted which show first responders are at higher risk than the general population of developing post-traumatic stress disorder (PTSD) as a work related injury or condition. It's been estimated that 400,000 first responders in the US have at least some symptoms of PTSD. Both departments are committed to supporting the mental and physical health of all its employees by providing them with resources that will help ensure stability and longevity in the personal and professional lives of each employee. Police and fire departments would like to team up with Provicta to provide cost free health and wellness services to its employees. Provicta provides physical, mental, financial and other wellness services to first responders and is comprised of professionals who understand first responders and their needs. Police and fire employees would receive periodic training in areas including mental health and stress reduction, physical health and disease prevention, sleep, and nutrition. Employees would also attend at least one annual mental health check up with options for additional sessions. Mental health checkups would be performed by Dr. Amy Schweigert, Provicta mental health expert and founder of True North Psychology and Consulting now Lodestar Psychology and Consulting.

**ACTION TO BE CONSIDERED:**

City Council to approve the police and fire wellness program along with Lodestar services agreement.

**BUDGET IMPLICATION:**

Public Safety Aid will be used to fund the program for an estimated three years before becoming part of general fund requirements.

Attachments:

- Lodestar Services Agreement

THERAPY AND CONSULTING SERVICES AGREEMENT

This Agreement is made this 17 day of July, 2023 ("**Effective Date**") by and between **LODESTAR PSYCHOLOGY & CONSULTING**, a division of **TRUE NORTH PSYCHOLOGY & CONSULTING**, a Minnesota limited liability company ("**Service Provider**") and **THE CITY OF ST. FRANCIS (POLICE AND FIRE DEPARTMENTS)**, a **municipal corporation** of the State of Minnesota ("**Customer**").

RECITALS

- A. Service Provider is engaged in the business of providing professional mental health services to law enforcement officers and consulting with law enforcement agencies on mental health wellness topics.
- B. Customer, for the benefit of its officers, their families, and the community, desires to obtain mental health services for its law enforcement officers.
- C. Customer desires to engage Service Provider to provide the mental health services described in this Agreement and Service Provider is willing to provide such mental health services on the terms and conditions in this Agreement.

**NOW, THEREFORE**, in consideration of the terms and conditions expressed in this Agreement, the Service Provider and Customer agree as follows:

AGREEMENT

- 1. **Services to be Provided.** Service Provider agrees to provide Customer with professional mental health and consulting services as described in Exhibit A attached hereto (the "**Services**"). Service Provider will provide all Services in a manner consistent with the level of care and skill ordinarily exercised by professionals providing similar services. Service Provider will at all times be free to exercise professional judgment and discretion regarding the provision of professional mental health services.
- 2. **Qualifications.** Service Provider's owner, Amy G. Schweigert, is licensed as a psychologist & marriage and family therapist in the State of Minnesota. She is also a member of PsyPact, which allows the provision of mental health services in AL, AZ, AR, CO, CT, DE, DC, GA, ID, IL, IN, KS, KY, ME, MD, MO, NE, NV, NH, NJ, NC, OH, OK, PA, TN, TX, UT, VA, WA, WV, WI, WY.
- 3. **Compensation.** As compensation for the Services, Customer will pay Service Provider the compensation set forth in Exhibit B attached hereto ("**Compensation**"). Service Provider will provide Customer with at least 30 days' written notice prior to the effective date of any fee changes.
- 4. **Invoices and Payment.** Service Provider will provide invoices to Customer by e-mail on the last day of each month or the first business day of the following month for payment. Service Provider's invoices will contain a description of the services provided, hours, rates, and amounts undertaken by the Service Provider during that billing period. Invoices for therapy will use a unique anonymous code known only to Service Provider for each officer to protect

individual officers' identity. Service Provider will maintain client confidentiality at all times and nothing in this paragraph mandates disclosure of confidential or private data.

Customer will make payment to Service Provider via direct deposit within fifteen (15) days of receipt of the invoice. If Customer fails to pay any invoice within thirty (35) days of the date the invoice is issued, Service Provider may impose an eight percent (8%) late fee.

5. **Term.** The term of this Agreement will begin on the Effective Date and last for a period of one (1) year. This Agreement will automatically renew for subsequent one (1) year terms unless either party gives the other party sixty (60) days notice of nonrenewal.

6. **Termination.** This Agreement may be terminated as follows:

- a. Service Provider may terminate this Agreement in the event Customer fails to comply with any material term of this Agreement effective thirty (30) days after notice by Service Provider that Customer is not in compliance with such material term.
- b. Customer may terminate this Agreement in the event Service Provider fails to comply with any material term of this Agreement effective thirty (30) days after notice by Customer that Service Provider is not in compliance with such material term.
- c. Either party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party.

In the event of a termination, Customer shall pay Service Provider for Services performed to the date of termination and for all costs or other expenses incurred prior to the date of termination.

7. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to completed reports, drawings, plans, and specifications prepared and developed specifically at the request of Customer in direct connection with the provision of Services pursuant to this Agreement will become the property of Customer, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Service Provider. Any and all records, information, materials and other work products, including, but not limited to reports, drawings, plans, and specifications developed by Service Provider for general use with Service Provider's clients or in Service Provider's business shall be and remain the property of Service Provider, regardless of whether they are used by Service Provider in fulfilling Service Provider's obligations under this Agreement. Further, nothing in this paragraph shall cause any professional therapy records, notes, or other related documents to become the property of Customer and all such documents shall remain the property of Service Provider or individual Clients. These obligations survive the termination of this Agreement.

8. **Publicity.** Each party must not use the other party's logo publicly or state that the other party endorses its services without the other party's advanced written approval. If one party wishes to use the other party's logo or state that the other party endorses its services, Customer and Service Provider will develop mutually agreed upon language to use when discussing the Services. Both parties agree that any publicity including, but not limited to, press releases, social media postings, and written or oral

statements to members of the news media, regarding the Services or the subject matter of this Agreement must not be released unless they comply with this mutually agreed upon language. Both parties acknowledge and agree that due to the nature of the Services, publicity associated with the Services may have a detrimental effect on Service Provider's ability to effectively provide Services and achieve the desired officer wellness goals. These obligations survive the termination of this Agreement.

9. **Records/Inspection.** Pursuant to Minnesota Statute § 16C.05, subd. 5, Service Provider agrees that the books, financial records, financial documents, and accounting procedures and practices of Service Provider that are relevant to the contract or transaction are subject to examination by the Customer and the state auditor or legislative auditor for a minimum of six years. Service Provider shall maintain such records for a minimum of six years after final payment. These obligations survive the termination of this Agreement.
10. **Data Practices Act and Data Privacy Compliance.** Customer does not intend by this Agreement to delegate a government function to Service Provider and Service Provider agrees that it is not performing a government function. Service Provider agrees to administer any and all data provided to the Service Provider or created, collected, received, stored, used, maintained, or disseminated by Service Provider in fulfillment of this Agreement in accordance with all applicable laws, which may include the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("**MGDPA**"), the Health Insurance Portability and Accountability Act ("**HIPAA**"), and the mandatory reporting obligations of Service Provider's licensed mental health professionals. Service Provider agrees to notify the Customer within five (5) business days if it receives a request for data under the MGDPA, and sooner whenever possible. This paragraph does not create a duty on the part of Service Provider to provide public access to data unless required under the provisions of an applicable law. These obligations survive the termination of this Agreement.

#### 11. **Indemnification and Insurance.**

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

To the fullest extent permitted by law, the City agrees to defend, indemnify and hold harmless the Service Provider, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the City's negligence or the City's performance or failure to perform its obligations under this Agreement. The City's indemnification obligation shall apply to the City's subcontractor(s), or anyone directly or indirectly employed or hired by the City, or anyone for whose acts the City may be liable. The City agrees this indemnity obligation shall survive the completion or termination of this Agreement. Nothing in this Contract shall be construed to waive any immunities or limitations to which City is entitled under Minn. Stat. Chapter 466 or otherwise.

Service Provider will maintain commercially reasonable insurance coverage, including commercial general liability insurance and professional liability insurance throughout this Agreement. Service Provider will provide Customer with copies of current certificates of insurance upon request.

12. **Compliance with Laws.** Service Provider will exercise due professional care to provide Services in accordance with applicable federal, state and local laws, rules, ordinances and regulations in effect from time to time.
13. **No Discrimination.** Service Provider agrees not to discriminate in providing 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.
14. **Exclusive Agreement.** Customer agrees that it is retaining Service Provider as the sole mental health care provider for its law enforcement officers for the duration of this Agreement. All employer-paid check-ins, therapy sessions, and mental health care will be provided by Service Provider. Any and all fitness for duty or other evaluations will be sought elsewhere as Service Provider is a care provider and consultant only and does not provide fitness for duty evaluations. Any officer who was receiving employer-paid therapy sessions from an outside entity prior to starting Wellness Programming with Service Provider can continue.
15. **Relationship of the Parties.** For the purpose of this Agreement, the relationship of a party and its employees, agents and servants to the other party and its respective employees, agents and servants will be that of independent contractors. Nothing in this Agreement will be construed, implied, or deemed to create any other relationship between the parties, including one of employment, agency, joint venture, association, partnership, or any other form of separate legal entity or organization.
16. **Authority.** The parties represent and warrant that, upon its execution, this Agreement will be binding upon each of them and enforceable in accordance with its terms.
17. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any person or entities other than the signatories hereto.
18. **Entire Agreement.** This Agreement, including any schedules, exhibits, amendments or attachments thereto, constitutes the entire agreement between the parties with respect to the subject matter hereof.
19. **Severability.** If any term, provision or condition contained in this Agreement is deemed or declared unenforceable, invalid or void, the same will not impair or invalidate any of the other provisions contained herein, which will remain in full force and effect.
20. **Governing Law.** This Agreement and the rights of the parties hereunder will be governed and interpreted in accordance with the laws of the State of Minnesota.
21. **Notices.** Any notices required to be given hereunder will be in writing and may be either delivered personally, emailed to [info@lodestarpysch.com](mailto:info@lodestarpysch.com) or sent by first class mail, postage prepaid, return receipt



requested, and properly addressed to the address of the other party stated below. Notices will be deemed received on the date of receipt verification provided by the U.S. Postal Service. Notices will be addressed as follows, or to such succeeding address as one party shall provide to the other in writing:

Service Provider:           Lodestar Psychology & Consulting, a division of  
True North Psychology & Consulting, LLC  
Attn: Dr. Amy Schweigert  
2168 7<sup>th</sup> Ave #262  
Anoka, MN 55303

Customer:                   St. Francis Police and Fire Departments  
Direct Contact: Chief Todd Schwieger  
4058 St. Francis Blvd NW  
St. Francis, MN 55070

- 22. **Waiver.** Waiver by a party of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.
- 23. **Amendment.** This Agreement may be amended only by mutual agreement in writing executed by the parties.
- 24. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and will in no way define, limit or affect the scope and intent of this Agreement.
- 25. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

**IN WITNESS WHEREOF**, Service Provider and Customer have caused this Agreement to be executed by their duly authorized representatives on the respective dates indicated below.

**SERVICE PROVIDER**  
**True North Psychology & Consulting, LLC**  
**Departments**  
By: Amy Schweigert  
Amy Schweigert, PsyD, LP, LMFT

**CUSTOMER**  
**St. Francis Police and Fire**  
By: \_\_\_\_\_

Its: Owner/Clinical Psychologist

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

Date: \_\_\_\_\_

6/26/23

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

EXHIBIT A

SCOPE OF SERVICES

1. **Services.** Service Provider and Customer agree that the primary purpose and spirit of these Services are to address personnel mental wellness and to reduce barriers, including lack of access to occupationally competent care providers, to mental health care for law enforcement officers. In furtherance of this goal, Service Provider will provide the following Services:
- a. Therapy Sessions. Service Provider provides each employee and/or their household members with up to six sessions throughout the year. This will help staff through individual care, couples therapy, family therapy, or a mix, depending on their needs.

b. Mandatory Mental Health Check-Ins. Service Provider will check in with your entire staff, from officers to clerks to administration. This way, you will be able to support your team and determine if anyone needs additional therapy.
2. **Logistics.**
- a. Contact Information.

i. Email: [info@lodestarpsych.com](mailto:info@lodestarpsych.com) or [amy@lodestarpsych.com](mailto:amy@lodestarpsych.com)

ii. Website: [www.lodestarpsych.com](http://www.lodestarpsych.com)

iii. Phone: (763) 310-8847

iv. Practice Address: 13750 Crosstown Dr. NW #102 Andover, MN 55304

b. Appointment Scheduling. Appointments can be made by emailing or calling Service Provider. A unique department link will be provided for departments to schedule mandatory mental health check-ins.

c. Location. Services will be provided at Service Provider’s office, a mutually agreed upon location at the Customer’s department, or virtually via secure telehealth platform.

d. Urgent Requests. Service Provider is available 24/7/365 with a 1 hour call back time. This can be for emergency check-ins, therapy sessions, or debriefings/defusings.

**EXHIBIT B Fees**

- a. Therapy Sessions. \$160/session
- b. Mandatory Mental Health Check-Ins. \$120/session
- c. Travel Time (outside of 30 mile radius from 55304). \$1/mile



## CITY COUNCIL AGENDA REPORT

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**TO:** Kate Thunstrom, City Administrator  
**FROM:** Dave Schmidt, Fire Chief  
**SUBJECT:** Hiring Firefighters  
**DATE:** July 17, 2023

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### **OVERVIEW:**

With the resignation of two firefighters the fire department is requesting authorization to hire firefighters. We anticipate at least one more resignation yet this year. The fire department is requesting authorization to hire three firefighters in an attempt to get back to our authorized strength.

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

Authorize the fire department to hire three additional paid-on-call/part-time firefighters.

### **BUDGET IMPLICATION:**

All expenses covered by existing fire department budget.



## CITY COUNCIL AGENDA REPORT

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**TO:** Colette Baumgardner, Community Development Director  
**FROM:** Craig Jochum, City Engineer  
**SUBJECT:** Rivers Edge 6<sup>th</sup> Addition Financial Security Reduction  
**DATE:** July 17, 2023

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### **OVERVIEW:**

The City has previously approved the Rivers Edge 6<sup>th</sup> Addition development and it is currently under construction. As a provision of the Development Agreement, the City requires that the Developer establish a financial security to guaranty the performance of the work.

The Development Agreement also allows the Developer to apply to the City Council for a reduction of the financial security from time to time based on work completed.

In accordance with the Development Agreement, the Developer has requested a reduction in the financial security based on work completed to date. We have reviewed the project status and recommend that the financial security may be reduced at this time.

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

City Council approval of the financial security reduction to \$104,000 based on work completed to date.

### **BUDGET IMPLICATION:**

None. All development costs are borne by the Developer.

### **Attachments:**

- Rivers Edge 6<sup>th</sup> Addition Financial Security Reduction Recommendation Letter

July 10, 2023

Colette Baumgardner, Community Development Director  
City of St. Francis  
23340 Cree Street NW  
St. Francis, MN 55070

RE: Rivers Edge 6<sup>th</sup> Addition  
Financial Security Reduction

Dear Mrs. Baumgardner:

We have reviewed the status of the Rivers Edge 6<sup>th</sup> Addition project. At this time, the project has not been accepted by the City. We would summarize the project as follows:

1. The grading has been substantially completed. However, establishment of turf and maintenance of erosion control measures remains.
2. The sanitary sewer has been constructed and is substantially complete.
3. The watermain has been installed and is substantially complete.
4. The storm sewer is substantially completed.
5. The streets are constructed and the first lift of bituminous has been constructed. The construction of the bituminous wear course remains to be completed.
6. The sidewalks remain to be completed.
7. We have not received the as-built utility plans.
8. We have not received certification that all iron monuments (lot corners) have been placed.

Based on the status of the project as summarized above, the estimated construction cost to complete the remaining improvements is \$83,200. We therefore recommend that the Financial Security may be reduced to \$104,000 at this time, which is 125% of the estimated cost of the remaining improvements.

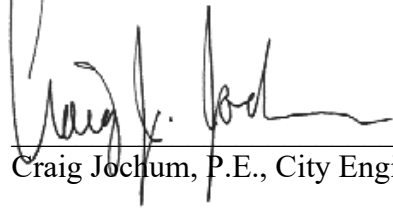
*Mrs. Colette Baumgardner, Community Development Director*

*July 10, 2023*

*Page 2*

If you have any questions please call me at 763-427-5860.

Sincerely,  
Hakanson Anderson

A handwritten signature in black ink, appearing to read "Craig Jochum", is written over a horizontal line.

Craig Jochum, P.E., City Engineer

cc: Kate Thunstrom, City Administrator  
Darcy Mulvihill, Finance Director  
Paul Carpenter, Public Works Director  
Shane Nelson, P.E., Assistant City Engineer  
Dale Willenbring, Developer  
Marty Campion, Developer's Engineer



## CITY COUNCIL AGENDA REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Darcy Mulvihill, Finance Director  
 Natalie Santillo, Accounting Tech/Deputy Clerk  
**SUBJECT:** Payment of Claims  
**DATE:** July 17, 2023

### **OVERVIEW:**

Attached are the bills received since the last council meeting. Total checks to be written are \$671,366.94 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- \$12,217.76

Manual Checks-\$168,400.58

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

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

### **BUDGET IMPLICATION:**

City bills

Attachments:

- 07-17-2023 Packet List-\$671,366.94
- 07-17-2023 Credit Card-\$12,217.76
- 07-03-2023 Cancelled Council Meeting-Manual Checks-\$168,400.58



## CITY OF ST FRANCIS

## \*Claim Register©

AP 07-17-2023

June 2023

**Claim Type**

Claim# 18983 AIRGAS NORTH CENTRAL

Cash Payment E 101-43100-217 Other Operating Supplies CYLINDER RENTAL \$14.66  
 Invoice 5500200474

Cash Payment E 101-43210-217 Other Operating Supplies CYLINDER RENTAL \$14.66  
 Invoice 5500200474

Cash Payment E 101-45200-217 Other Operating Supplies CYLINDER RENTAL \$14.66  
 Invoice 5500200474

Cash Payment E 601-49440-217 Other Operating Supplies CYLINDER RENTAL \$14.66  
 Invoice 5500200474

Cash Payment E 602-49490-217 Other Operating Supplies CYLINDER RENTAL \$14.66  
 Invoice 5500200474

Transaction Date 7/11/2023 Due 7/11/2023 CASH 10100 **Total** \$73.30

**Claim Type**

Claim# 18998 ANOKA COUNTY PROPERTY REC

Cash Payment E 101-41400-441 Miscellaneous 2023 RECORDING FEES \$184.00  
 Invoice 23-13668

Transaction Date 7/12/2023 Due 7/12/2023 CASH 10100 **Total** \$184.00

**Claim Type**

Claim# 18984 BANYON DATA SYSTEMS, INC

Cash Payment E 101-41540-301 Auditing and Acctg Service FUND AND PAYROLL SUPPORT \$1,008.00  
 Invoice 00164176

Cash Payment E 601-49440-301 Auditing and Acctg Service FUND AND PAYROLL SUPPORT \$168.00  
 Invoice 00164176

Cash Payment E 602-49490-301 Auditing and Acctg Service FUND AND PAYROLL SUPPORT \$168.00  
 Invoice 00164176

Cash Payment E 609-49750-301 Auditing and Acctg Service FUND AND PAYROLL SUPPORT \$336.00  
 Invoice 00164176

Transaction Date 7/11/2023 CASH 10100 **Total** \$1,680.00

**Claim Type**

Claim# 18985 BELLBOY CORPORATION

Cash Payment E 609-49751-206 Freight FREIGHT \$6.65  
 Invoice 0107009400

Cash Payment E 609-49751-206 Freight FREIGHT \$13.20  
 Invoice 0099942500

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC \$135.95  
 Invoice 0107009400

Cash Payment E 609-49751-251 Liquor LIQUOR \$1,535.55  
 Invoice 0099942500

Transaction Date 7/11/2023 CASH 10100 **Total** \$1,691.35

**Claim Type**

Claim# 19006 BERNICK COMPANIES, THE

Cash Payment E 609-49751-252 Beer BEER \$266.15  
 Invoice 10099424

Cash Payment E 609-49751-252 Beer BEER \$870.30  
 Invoice 10096985

Cash Payment E 609-49751-255 N/A Products NON-ALCOHOLIC PRODUCTS \$26.20  
 Invoice 10096985

Cash Payment E 609-49751-255 N/A Products NON-ALCOHOLIC PRODUCTS \$26.30  
 Invoice 10099424

## CITY OF ST FRANCIS

## \*Claim Register©

AP 07-17-2023

June 2023

Transaction Date	7/13/2023	Due 7/13/2023	CASH	10100	<b>Total</b>	\$1,188.95
<b>Claim Type</b>						
Claim#	18988	BREAKTHRU BEVERAGE				
Cash Payment	E 609-49751-206	Freight	FREIGHT			\$61.38
Invoice	111007615					
Cash Payment	E 609-49751-206	Freight	FREIGHT			\$8.70
Invoice	111101528					
Cash Payment	E 609-49751-251	Liquor	LIQUOR			\$3,944.58
Invoice	111007615					
Cash Payment	E 609-49751-251	Liquor	LIQUOR			\$130.50
Invoice	111101528					
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC			\$30.11
Invoice	111007615					
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC			\$107.92
Invoice	111101528					
Transaction Date	7/11/2023		CASH	10100	<b>Total</b>	\$4,283.19
<b>Claim Type</b>						
Claim#	18920	BRUNTON ARCHITECTS & ENGINE				
Cash Payment	E 404-41400-589	City Hall/Fire Station	PROGRESS BILLING - COMPLETION OF CONSTRUCTION DOCS			\$388,800.00
Invoice	22317					
Transaction Date	7/5/2023	Due 7/5/2023	CASH	10100	<b>Total</b>	\$388,800.00
<b>Claim Type</b>						
Claim#	19004	BTO SIGNS				
Cash Payment	E 609-49750-340	Advertising	BOTTLE SHOP ADVERTISING			\$155.33
Invoice	1146					
Transaction Date	7/13/2023	Due 7/13/2023	CASH	10100	<b>Total</b>	\$155.33
<b>Claim Type</b>						
Claim#	18989	CAPITOL BEVERAGE SALES, L.P				
Cash Payment	E 609-49751-252	Beer	BEER			-\$200.00
Invoice	2835307					
Cash Payment	E 609-49751-252	Beer	BEER			\$563.00
Invoice	2853331					
Transaction Date	7/11/2023	Due 7/11/2023	CASH	10100	<b>Total</b>	\$363.00
<b>Claim Type</b>						
Claim#	18991	COMPASS MINERALS AMERICA, I				
Cash Payment	G 101-14100	Inventory of Material/Supply	BULK COARSE HWY SALT			\$2,203.15
Invoice	1167246					
Transaction Date	7/11/2023	Due 7/11/2023	CASH	10100	<b>Total</b>	\$2,203.15
<b>Claim Type</b>						
Claim#	18997	CORPORATE CONNECTION, INC				
Cash Payment	E 101-41400-437	Uniforms	UNIFORMS			\$268.84
Invoice	63211					
Transaction Date	7/12/2023		CASH	10100	<b>Total</b>	\$268.84
<b>Claim Type</b>						
Claim#	18992	COUNTY MARKET - CITY ACCOUN				
Cash Payment	E 101-42210-212	Motor Fuels	FUEL			\$113.88
Invoice	.06302023					
Transaction Date	7/11/2023	Due 7/11/2023	CASH	10100	<b>Total</b>	\$113.88

## CITY OF ST FRANCIS

07/13/23 12:13 PM

Agenda Item # 4K.

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## \*Claim Register©

AP 07-17-2023

June 2023

**Claim Type**

Claim#	19003	CRYSTAL SPRINGS ICE			
Cash Payment	E 609-49751-206	Freight	FREIGHT		\$4.00
Invoice	1004226				
Cash Payment	E 609-49751-206	Freight	FREIGHT		\$4.00
Invoice	1004141				
Cash Payment	E 609-49751-206	Freight	FREIGHT		\$4.00
Invoice	1004192				
Cash Payment	E 609-49751-206	Freight	FREIGHT		\$4.00
Invoice	1004296				
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC		\$334.70
Invoice	1004296				
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC		\$204.50
Invoice	1004192				
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC		\$238.90
Invoice	1004226				
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC		\$111.60
Invoice	1004141				
Transaction Date	7/13/2023	Due 7/13/2023	CASH	10100	<b>Total</b> \$905.70

**Claim Type**

Claim#	19000	DAHLHEIMER DIST. CO. INC.			
Cash Payment	E 609-49751-252	Beer	BEER		\$17,064.60
Invoice	1947275				
Cash Payment	E 609-49751-252	Beer	BEER		-\$25.60
Invoice	1943293				
Cash Payment	E 609-49751-252	Beer	BEER		-\$64.60
Invoice	1947541				
Cash Payment	E 609-49751-252	Beer	BEER		\$3,993.60
Invoice	1942996				
Cash Payment	E 609-49751-252	Beer	BEER		\$19,234.15
Invoice	1942331				
Cash Payment	E 609-49751-255	N/A Products	NON-ALCOHOLIC PRODUCTS		\$30.80
Invoice	1947275				
Cash Payment	E 609-49751-251	Liquor	LIQUOR		\$98.00
Invoice	1942331				
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC		\$320.00
Invoice	1942331				
Cash Payment	E 609-49751-255	N/A Products	NON-ALCOHOLIC PRODUCTS		\$155.20
Invoice	1942331				
Transaction Date	7/13/2023		CASH	10100	<b>Total</b> \$40,806.15

**Claim Type**

Claim#	18982	DEHN OIL			
Cash Payment	E 101-43100-212	Motor Fuels	FUEL		\$707.71
Invoice	101455				
Cash Payment	E 101-45200-212	Motor Fuels	FUEL		\$707.71
Invoice	101455				
Cash Payment	E 601-49440-212	Motor Fuels	FUEL		\$707.70
Invoice	101455				
Cash Payment	E 602-49490-212	Motor Fuels	FUEL		\$707.70
Invoice	101455				
Transaction Date	7/11/2023		CASH	10100	<b>Total</b> \$2,830.82

## CITY OF ST FRANCIS

## \*Claim Register©

AP 07-17-2023

June 2023

**Claim Type**

Claim# 18970 ECM PUBLISHERS, INC.

Cash Payment	E 101-41400-351	Legal Notices Publishing	RESOLUTION 2023-29	\$80.62
Invoice	953475			

Cash Payment	E 101-41400-351	Legal Notices Publishing	RESOLUTION 2023-30	\$91.37
Invoice	953476			

Cash Payment	E 101-41400-351	Legal Notices Publishing	RESOLUTION 2023-31	\$80.62
Invoice	953477			

Cash Payment	E 101-41400-351	Legal Notices Publishing	RESOLUTION 2023-32	\$86.00
Invoice	953478			

Cash Payment	E 101-41400-351	Legal Notices Publishing	2022 FINANCIAL STATEMENT	\$677.25
Invoice	954379			

Cash Payment	E 101-41400-351	Legal Notices Publishing	JULY 17 PH 2024-2028 CAPITAL I	\$48.37
Invoice	955525			

Transaction Date	7/11/2023	Due 7/11/2023	CASH	10100	<b>Total</b>	\$1,064.23
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**Claim Type**

Claim# 18996 EULL, ALEC

Cash Payment	E 601-49440-444	Refund & Reimbursement	REFUND ACCT #2667	\$68.99
Invoice	.07122023			

Transaction Date	7/12/2023	CASH	10100	<b>Total</b>	\$68.99
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**Claim Type**

Claim# 18919 EVERBRIDGE, INC

Cash Payment	E 101-41110-310	Computer Consulting Fees	YEARLY CONTRACT	\$424.36
Invoice	M76301			

Cash Payment	E 101-41400-310	Computer Consulting Fees	YEARLY CONTRACT	\$424.36
Invoice	M76301			

Cash Payment	E 101-42110-310	Computer Consulting Fees	YEARLY CONTRACT	\$424.36
Invoice	M76301			

Cash Payment	E 101-42210-310	Computer Consulting Fees	YEARLY CONTRACT	\$424.36
Invoice	M76301			

Cash Payment	E 101-43100-310	Computer Consulting Fees	YEARLY CONTRACT	\$424.36
Invoice	M76301			

Cash Payment	E 101-45200-310	Computer Consulting Fees	YEARLY CONTRACT	\$424.36
Invoice	M76301			

Cash Payment	E 101-42400-310	Computer Consulting Fees	YEARLY CONTRACT	\$424.36
Invoice	M76301			

Cash Payment	E 601-49440-310	Computer Consulting Fees	YEARLY CONTRACT	\$424.36
Invoice	M76301			

Cash Payment	E 602-49490-310	Computer Consulting Fees	YEARLY CONTRACT	\$424.36
Invoice	M76301			

Cash Payment	E 609-49750-310	Computer Consulting Fees	YEARLY CONTRACT	\$424.36
Invoice	M76301			

Transaction Date	7/5/2023	Due 7/5/2023	CASH	10100	<b>Total</b>	\$4,243.60
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**Claim Type**

Claim# 18921 FORD HALL COMPANY INC

Cash Payment	E 602-49490-229	Project Maintenance	PROJECT MAINTENANCE	\$666.90
Invoice	2484			

Transaction Date	7/5/2023	CASH	10100	<b>Total</b>	\$666.90
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**Claim Type**

Claim# 19015 GENERAL REPAIR SERVICE

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Cash Payment E 602-49490-229 Project Maintenance PROJECT MAINTENANCE \$7,034.36  
Invoice 80444

Transaction Date 7/13/2023 CASH 10100 Total \$7,034.36

## Claim Type

Claim# 18976 GOPHER STATE ONE-CALL

Cash Payment E 602-49490-442 Gopher State IT TICKETS \$47.25  
Invoice 3060762

Cash Payment E 601-49440-442 Gopher State IT TICKETS \$47.25  
Invoice 3060762

Transaction Date 7/11/2023 CASH 10100 Total \$94.50

## Claim Type

Claim# 18977 GRAINGER, INC.

Cash Payment E 601-49440-229 Project Maintenance PROJECT MAINTENANCE \$15.20  
Invoice 9758918990

Transaction Date 7/11/2023 CASH 10100 Total \$15.20

## Claim Type

Claim# 18957 HAKANSON ANDERSON ASSOC., I

Cash Payment G 803-22003 Turtle Ponds #4 TURTLE PONDS 5TH ADDITION \$644.50  
Invoice 50911

Cash Payment E 101-42400-303 Engineering Fees BUILDING PERMIT REVIEWS \$554.54  
Invoice 50923

Cash Payment E 101-43100-303 Engineering Fees MISC SITE PLAN REVIEWS 2023 \$531.00  
Invoice 50910

Cash Payment G 803-22192 Dollar General-Hwy 47 DOLLAR GENERAL \$236.00  
Invoice 50912

Cash Payment G 803-22179 Vista Prairie-Site Plan VISTA PRAIRIE \$59.00  
Invoice 50913

Cash Payment G 803-22043 Esc-Laketown (Rivers Edge) RIVERS EDGE 6TH ADDITION \$6,495.76  
Invoice 50914

Cash Payment G 803-22001 Turtle Ponds 6th-2022 TURTLE PONDS 6TH ADD \$143.50  
Invoice 50915

Cash Payment E 405-43100-441 Miscellaneous MUNICIPAL STATE AID 2023 \$651.50  
Invoice 50917

Cash Payment G 803-22004 Serenity at Seelye Brook SERENITY AT SEELYE BROOK \$424.50  
Invoice 50916

Cash Payment E 405-43100-811 2023 Street Improvments 2023 STREET REHAB PROJECT \$14,175.13  
Invoice 50919

Cash Payment E 101-41910-303 Engineering Fees MS4 PERMIT \$88.50  
Invoice 50920

Cash Payment E 603-49490-303 Engineering Fees GENERAL ENGINEERING \$530.50  
Invoice 50921

Cash Payment E 603-49490-303 Engineering Fees ROUTINE RETAINER \$800.00  
Invoice 50922

Cash Payment E 405-43100-806 2021 Street Improvements POPPY ST & 229TH LN RECON PROJECT \$3,270.91  
Invoice 50918

Transaction Date 7/11/2023 Due 7/11/2023 CASH 10100 Total \$28,605.34

## Claim Type

Claim# 19014 HARRIS, INC

Cash Payment E 601-49440-311 Contract CONTRACT \$529.29  
Invoice SR000032421

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Cash Payment	E 602-49490-311	Contract	CONTRACT	\$529.29
Invoice	SR000032421			
Cash Payment	E 101-43100-311	Contract	CONTRACT	\$529.29
Invoice	SR000032421			
Cash Payment	E 101-45200-311	Contract	CONTRACT	\$529.29
Invoice	SR000032421			
Cash Payment	E 101-42110-311	Contract	CONTRACT	\$529.28
Invoice	SR000032421			
Cash Payment	E 101-42210-311	Contract	CONTRACT	\$529.28
Invoice	SR000032421			
Cash Payment	E 609-49750-311	Contract	CONTRACT	\$529.28
Invoice	SR000032421			
Transaction Date	7/13/2023	CASH	10100	<b>Total</b> \$3,705.00

**Claim Type**

Claim# 19013 HERBERT, JENNIFER

Cash Payment	R 225-34730	Park Rental	PARK RENTAL REFUND	\$30.00
Invoice	.07062023			

Transaction Date	7/13/2023	CASH	10100	<b>Total</b> \$30.00
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**Claim Type**

Claim# 18995 HINKEL, VALERIE &amp; MICHAEL

Cash Payment	E 601-49440-444	Refund & Reimbursement	REFUND ACCT #5575	\$80.47
Invoice	.07122023			

Cash Payment	R 603-37400	Storm Water Fees	2023 STORMWATER FEE	-\$60.00
Invoice	.07122023			

Transaction Date	7/12/2023	CASH	10100	<b>Total</b> \$20.47
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**Claim Type**

Claim# 18952 JEFFERSON FIRE &amp; SAFETY INC.

Cash Payment	E 402-42210-582	Turnout Gear	TURNOUT GEAR	\$3,496.63
Invoice	PB001405			

Cash Payment	E 402-42210-582	Turnout Gear	TURNOUT GEAR	\$3,496.63
Invoice	PB001406			

Transaction Date	7/11/2023	CASH	10100	<b>Total</b> \$6,993.26
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**Claim Type**

Claim# 19012 JOHNSON BROS WHLSE LIQUOR

Cash Payment	E 609-49751-206	Freight	FREIGHT	\$54.60
Invoice	2336102			

Cash Payment	E 609-49751-206	Freight	FREIGHT	\$20.02
Invoice	2331394			

Cash Payment	E 609-49751-206	Freight	FREIGHT	\$63.70
Invoice	2331395			

Cash Payment	E 609-49751-206	Freight	FREIGHT	\$21.84
Invoice	2336103			

Cash Payment	E 609-49751-253	Wine	WINE	\$917.30
Invoice	2336103			

Cash Payment	E 609-49751-251	Liquor	LIQUOR	\$1,054.45
Invoice	2331394			

Cash Payment	E 609-49751-251	Liquor	LIQUOR	\$3,204.00
Invoice	2336102			

Cash Payment	E 609-49751-253	Wine	WINE	\$2,829.50
Invoice	2331395			

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Transaction Date	7/13/2023	CASH	10100	Total	\$8,165.41
<b>Claim Type</b>					
Claim#	18942	LMC INSURANCE TRUST			
Cash Payment	E 101-41400-160	Work Comp Insurance	WORK COMP		\$415.23
Invoice	.07102023				
Cash Payment	E 101-41500-160	Work Comp Insurance	WORK COMP		\$241.73
Invoice	.07102023				
Cash Payment	E 101-41910-160	Work Comp Insurance	WORK COMP		\$280.33
Invoice	.07102023				
Cash Payment	E 101-42400-160	Work Comp Insurance	WORK COMP		\$166.57
Invoice	.07102023				
Cash Payment	E 101-43100-160	Work Comp Insurance	WORK COMP		\$3,838.42
Invoice	.07102023				
Cash Payment	E 101-42110-160	Work Comp Insurance	WORK COMP		\$17,664.49
Invoice	.07102023				
Cash Payment	E 101-42210-160	Work Comp Insurance	WORK COMP		\$5,064.18
Invoice	.07102023				
Cash Payment	E 101-45200-160	Work Comp Insurance	WORK COMP		\$1,646.16
Invoice	.07102023				
Cash Payment	E 101-43210-160	Work Comp Insurance	WORK COMP		\$200.00
Invoice	.07102023				
Cash Payment	E 601-49440-160	Work Comp Insurance	WORK COMP		\$1,337.31
Invoice	.07102023				
Cash Payment	E 602-49490-160	Work Comp Insurance	WORK COMP		\$1,601.39
Invoice	.07102023				
Cash Payment	E 609-49750-160	Work Comp Insurance	WORK COMP		\$1,934.19
Invoice	.07102023				
Cash Payment	E 101-41110-360	Insurance	INSURANCE		\$84.69
Invoice	.07112023				
Cash Payment	E 101-41400-360	Insurance	INSURANCE		\$899.29
Invoice	.07112023				
Cash Payment	E 101-41410-360	Insurance	INSURANCE		\$20.16
Invoice	.07112023				
Cash Payment	E 101-41500-360	Insurance	INSURANCE		\$467.79
Invoice	.07112023				
Cash Payment	E 101-41600-360	Insurance	INSURANCE		\$145.18
Invoice	.07112023				
Cash Payment	E 101-41910-360	Insurance	INSURANCE		\$576.68
Invoice	.07112023				
Cash Payment	E 101-41940-360	Insurance	INSURANCE		\$697.66
Invoice	.07112023				
Cash Payment	E 101-42110-360	Insurance	INSURANCE		\$7,944.42
Invoice	.07112023				
Cash Payment	E 101-42210-360	Insurance	INSURANCE		\$1,971.99
Invoice	.07112023				
Cash Payment	E 101-42400-360	Insurance	INSURANCE		\$415.37
Invoice	.07112023				
Cash Payment	E 101-43100-360	Insurance	INSURANCE		\$4,407.74
Invoice	.07112023				
Cash Payment	E 101-43210-360	Insurance	INSURANCE		\$141.14
Invoice	.07112023				
Cash Payment	E 101-45000-360	Insurance	INSURANCE		\$4.03
Invoice	.07112023				

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Cash Payment	E 101-45200-360 Insurance	INSURANCE			\$4,677.93
	Invoice .07112023				
Cash Payment	E 101-49200-360 Insurance	INSURANCE			\$12.10
	Invoice .07112023				
Cash Payment	E 601-49440-360 Insurance	INSURANCE			\$5,101.37
	Invoice .07112023				
Cash Payment	E 602-49490-360 Insurance	INSURANCE			\$7,795.21
	Invoice .07112023				
Cash Payment	E 609-49750-360 Insurance	INSURANCE			\$4,964.25
	Invoice .07112023				
Transaction Date	7/11/2023	CASH	10100	<b>Total</b>	\$74,717.00
<b>Claim Type</b>					
Claim#	18946	MCDONALD DIST CO.			
Cash Payment	E 609-49751-252 Beer	BEER			\$382.50
	Invoice 695899				
Cash Payment	E 609-49751-252 Beer	BEER			\$16,384.55
	Invoice 697027				
Cash Payment	E 609-49751-251 Liquor	LIQUOR			\$644.80
	Invoice 697026				
Cash Payment	E 609-49751-252 Beer	BEER			-\$1,104.00
	Invoice 697074				
Cash Payment	E 609-49751-252 Beer	BEER			-\$59.38
	Invoice 697050				
Cash Payment	E 609-49751-251 Liquor	LIQUOR			\$420.90
	Invoice 695886				
Cash Payment	E 609-49751-252 Beer	BEER			\$10,763.20
	Invoice 695887				
Cash Payment	E 609-49751-252 Beer	BEER			-\$156.30
	Invoice 696003				
Cash Payment	E 609-49751-255 N/A Products	NON-ALCOHOLIC PRODUCTS			\$149.50
	Invoice 697027				
Transaction Date	7/11/2023	CASH	10100	<b>Total</b>	\$27,425.77
<b>Claim Type</b>					
Claim#	18948	MED-COMPASS, INC.			
Cash Payment	E 601-49440-441 Miscellaneous	MEDICAL TESTING			\$1,000.00
	Invoice 43566				
Transaction Date	7/11/2023	CASH	10100	<b>Total</b>	\$1,000.00
<b>Claim Type</b>					
Claim#	18949	MIDCONTINENT COMMUNICATION			
Cash Payment	E 101-42110-321 Telephone	PHONES			\$44.65
	Invoice 13332710113443				
Cash Payment	E 601-49440-321 Telephone	PHONES			\$153.39
	Invoice 13334860113443				
Transaction Date	7/11/2023	CASH	10100	<b>Total</b>	\$198.04
<b>Claim Type</b>					
Claim#	18936	MN FIRE SERVICE CERTIFICATION			
Cash Payment	E 101-42210-208 Training	TRAININGS - JASON LANCE			\$430.50
	Invoice 11639				
Transaction Date	7/11/2023	Due 7/11/2023 CASH	10100	<b>Total</b>	\$430.50



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**Claim Type**

Claim# 18994 MN HOME SPOT INC

Cash Payment E 601-49440-444 Refund &amp; Reimbursement REFUND ACCT #6622 \$25.04

Invoice .07122023

Transaction Date 7/12/2023 CASH 10100 Total \$25.04

**Claim Type**

Claim# 18951 MN MUNICIPAL BEVERAGE ASSN.

Cash Payment E 609-49750-433 Dues and Subscriptions ANNUAL DUES - ST. FRANCIS \$1,700.00

Invoice .07112023

Transaction Date 7/11/2023 Due 7/11/2023 CASH 10100 Total \$1,700.00

**Claim Type**

Claim# 19024 OPUS 21

Cash Payment E 601-49440-382 Utility Billing UTILITY BILLING \$1,423.70

Invoice 230644

Cash Payment E 602-49490-382 Utility Billing UTILITY BILLING \$1,423.71

Invoice 230644

Transaction Date 7/13/2023 Due 7/13/2023 CASH 10100 Total \$2,847.41

**Claim Type**

Claim# 19023 PAUSTIS WINE COMPANY

Cash Payment E 609-49751-206 Freight FREIGHT \$10.00

Invoice 206750

Cash Payment E 609-49751-253 Wine WINE \$440.00

Invoice 206750

Transaction Date 7/13/2023 CASH 10100 Total \$450.00

**Claim Type**

Claim# 19021 PHILLIPS WINE &amp; SPIRITS CO.

Cash Payment E 609-49751-206 Freight FREIGHT \$30.94

Invoice 6621268

Cash Payment E 609-49751-206 Freight FREIGHT \$14.56

Invoice 6617619

Cash Payment E 609-49751-206 Freight FREIGHT \$139.23

Invoice 6617616

Cash Payment E 609-49751-206 Freight FREIGHT \$1.82

Invoice 6621269

Cash Payment E 609-49751-206 Freight FREIGHT \$89.18

Invoice 6621267

Cash Payment E 609-49751-253 Wine WINE \$718.30

Invoice 6621268

Cash Payment E 609-49751-251 Liquor LIQUOR \$6,540.45

Invoice 6617616

Cash Payment E 609-49751-253 Wine WINE \$535.39

Invoice 6617619

Cash Payment E 609-49751-251 Liquor LIQUOR \$4,111.60

Invoice 6621267

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC \$50.28

Invoice 6621269

Transaction Date 7/13/2023 CASH 10100 Total \$12,231.75

**Claim Type**

Claim# 18939 RMB ENVIRONMENTAL LAB

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Cash Payment	E 602-49490-313	Sample Testing	WEEK 1 COOLER 1		\$679.54
	Invoice B009125				
Cash Payment	E 602-49490-313	Sample Testing	WEEKS 2-4 COOLER 1		\$239.58
	Invoice B009366				
Cash Payment	E 602-49490-313	Sample Testing	WEEKS 2-4 COOLER 1		\$239.58
	Invoice B009446				
Transaction Date	7/11/2023	CASH	10100	<b>Total</b>	<b>\$1,158.70</b>

## Claim Type

Claim# 18934 SOUTHERN GLAZERS OF MN

Cash Payment	E 609-49751-206	Freight	FREIGHT		\$109.24
	Invoice 2362491				
Cash Payment	E 609-49751-206	Freight	FREIGHT		\$23.04
	Invoice 2362490				
Cash Payment	E 609-49751-253	Wine	WINE		-\$120.00
	Invoice 0088164				
Cash Payment	E 609-49751-206	Freight	FREIGHT		\$2.77
	Invoice 2362493				
Cash Payment	E 609-49751-253	Wine	WINE		\$71.97
	Invoice 2364632				
Cash Payment	E 609-49751-206	Freight	FREIGHT		\$10.24
	Invoice 2364631				
Cash Payment	E 609-49751-206	Freight	FREIGHT		\$8.96
	Invoice 2362492				
Cash Payment	E 609-49751-251	Liquor	LIQUOR		\$10,753.52
	Invoice 2362491				
Cash Payment	E 609-49751-251	Liquor	LIQUOR		\$2,980.81
	Invoice 2362490				
Cash Payment	E 609-49751-251	Liquor	LIQUOR		\$869.25
	Invoice 2364631				
Cash Payment	E 609-49751-253	Wine	WINE		\$164.00
	Invoice 2362493				
Cash Payment	E 609-49751-253	Wine	WINE		\$480.00
	Invoice 2362492				
Cash Payment	E 609-49751-206	Freight	FREIGHT		\$1.28
	Invoice 2364632				

Transaction Date	7/11/2023	Due 7/11/2023	CASH	10100	<b>Total</b>	<b>\$15,355.08</b>
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## Claim Type

Claim# 19016 STREICHER S

Cash Payment	E 101-42110-237	Small Equipment	SMALL EQUIPMENT		\$51.96
	Invoice 1642267				
Cash Payment	E 101-42110-437	Uniforms	UNIFORMS		\$22.99
	Invoice 1642267				

Transaction Date	7/13/2023	Due 7/13/2023	CASH	10100	<b>Total</b>	<b>\$74.95</b>
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## Claim Type

Claim# 18931 SYLVA CORPORATION, INC

Cash Payment	E 101-45200-419	Turf/Fertilizer/Weed Contr	EWf INSTALLED AT PARKS		\$4,971.30
	Invoice 78858				

Transaction Date	7/11/2023	CASH	10100	<b>Total</b>	<b>\$4,971.30</b>
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## Claim Type

Claim# 18993 THOMAS, JOHN

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Cash Payment	E 601-49440-444	Refund & Reimbursement	REFUND ACCT #6273				\$186.57
	Invoice .07122023						
Cash Payment	R 603-37400	Storm Water Fees	2023 STORMWATER FEE				-\$60.00
	Invoice .07122023						
Transaction Date	7/12/2023	Due 7/12/2023	CASH	10100	Total		\$126.57
<b>Claim Type</b>							
Claim#	18930	TIMESAVER OFF SITE SEC. INC					
Cash Payment	E 101-41400-311	Contract	6/20/23 CITY COUNCIL MINUTES				\$227.75
	Invoice M28366						
Cash Payment	E 101-41400-311	Contract	06/21/23 PLANNING COMMISSION MINUTES				\$159.00
	Invoice M28366						
Transaction Date	7/11/2023		CASH	10100	Total		\$386.75
<b>Claim Type</b>							
Claim#	18929	VAL-MATIC VALVE AND MANUFAC					
Cash Payment	E 602-49490-229	Project Maintenance	PROJECT MAINTENANCE				\$742.60
	Invoice 421460						
Transaction Date	7/11/2023		CASH	10100	Total		\$742.60
<b>Claim Type</b>							
Claim#	18928	VERTEX UNMANNED					
Cash Payment	E 208-42110-441	Miscellaneous	DRONE				\$12,000.00
	Invoice 2105						
Cash Payment	E 402-42110-554	Body Cameras	DRONE				\$6,190.00
	Invoice 2105						
Transaction Date	7/11/2023		CASH	10100	Total		\$18,190.00
<b>Claim Type</b>							
Claim#	18927	VETERAN LAWN SERVICE, LLC					
Cash Payment	E 101-41910-441	Miscellaneous	ONE TIME MOW-RUM RIVER INN				\$214.25
	Invoice 22050						
Transaction Date	7/11/2023	Due 7/11/2023	CASH	10100	Total		\$214.25
<b>Claim Type</b>							
Claim#	18926	WINE MERCHANTS					
Cash Payment	E 609-49751-206	Freight	FREIGHT				\$36.71
	Invoice 7433044						
Cash Payment	E 609-49751-253	Wine	WINE				\$2,829.60
	Invoice 7433044						
Transaction Date	7/11/2023	Due 7/11/2023	CASH	10100	Total		\$2,866.31

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$671,366.94
Total	\$671,366.94

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## Payments

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**Payments Batch P CC JUNE 2023****\$12,217.76**

Refer	18778 AMAZON.COM	Ck# 002724E 6/20/2023		
Cash Payment	E 101-41940-401 Buildings Maintenance	BUILDING MAINTENANCE		\$29.43
Invoice				
Cash Payment	E 101-42110-401 Buildings Maintenance	BUILDING MAINTENANCE		\$72.40
Invoice				
Cash Payment	E 101-43100-401 Buildings Maintenance	BUILDING MAINTENANCE		\$13.49
Invoice				
Cash Payment	E 101-45200-401 Buildings Maintenance	BUILDING MAINTENANCE		\$229.06
Invoice				
Cash Payment	E 101-45200-218 Equipment Maintenance	EQUIPMENT MAINTENANCE		\$44.45
Invoice				
Cash Payment	E 101-41910-441 Miscellaneous	FARMERS MARKET FLAGS		\$222.18
Invoice				
Cash Payment	E 101-45200-441 Miscellaneous	MISCELLANEOUS		\$37.47
Invoice				
Cash Payment	E 602-49490-441 Miscellaneous	MISCELLANEOUS		\$119.06
Invoice				
Cash Payment	E 101-45200-217 Other Operating Supplie	OPERATING SUPPLIES		\$499.94
Invoice				
Cash Payment	E 609-49750-210 Operating Supplies	OPERATING SUPPLIES		\$308.51
Invoice				
Cash Payment	E 101-43100-441 Miscellaneous	SUPPLIES		\$78.34
Invoice				
Cash Payment	E 101-43100-417 Uniforms & PPE	UNIFORMS/PPE		\$44.49
Invoice				
Cash Payment	E 601-49440-417 Uniforms & PPE	UNIFORMS/PPE		\$19.99
Invoice				
Cash Payment	E 602-49490-417 Uniforms & PPE	UNIFORMS/PPE		\$20.00
Invoice				
Cash Payment	E 101-42110-213 Vehicle Supplies	VEHICLE SUPPLIES		\$12.48
Invoice				
Cash Payment	E 101-45200-213 Vehicle Supplies	VEHICLE SUPPLIES		\$48.20
Invoice				
Transaction Date	6/20/2023	CASH	10100	<b>Total</b> \$1,799.49
Refer	18779 ANOKA COUNTY	Ck# 002725E 6/20/2023		
Cash Payment	E 101-42110-308 Community Education	COMMUNITY EDUCATION		\$30.00
Invoice				
Transaction Date	6/20/2023	CASH	10100	<b>Total</b> \$30.00
Refer	18780 AT&T, INC	Ck# 002726E 6/20/2023		
Cash Payment	E 101-43100-321 Telephone	HOT SPOTS		\$76.46
Invoice				
Transaction Date	6/20/2023	CASH	10100	<b>Total</b> \$76.46
Refer	18781 AT&T, INC	Ck# 002727E 6/20/2023		
Cash Payment	E 101-42210-321 Telephone	DATA		\$440.08
Invoice				
Cash Payment	E 101-41400-321 Telephone	HOT SPOTS		\$114.69
Invoice				

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## Payments

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Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$554.77</b>
Refer	18782 <i>BEST WESTERN HOTEL</i>	<u>Ck# 002728E 6/20/2023</u>			
Cash Payment	E 101-41400-331 Travel Expenses	CLERKS CONFERENCE			\$477.52
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$477.52</b>
Refer	18783 <i>BURRO LOCO LLC</i>	<u>Ck# 002729E 6/20/2023</u>			
Cash Payment	E 101-42110-308 Community Education	COMMUNITY EDUCATION			\$73.53
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$73.53</b>
Refer	18784 <i>CANVA</i>	<u>Ck# 002730E 6/20/2023</u>			
Cash Payment	E 101-41910-433 Dues and Subscriptions	DUES/SUBSCRIPTION			\$12.99
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$12.99</b>
Refer	18785 <i>CASEY S GENERAL STORE</i>	<u>Ck# 002731E 6/20/2023</u>			
Cash Payment	E 101-45200-212 Motor Fuels	FUEL			\$327.54
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$327.54</b>
Refer	18786 <i>CLIPPINGMAGIC.COM</i>	<u>Ck# 002732E 6/20/2023</u>			
Cash Payment	E 101-43210-433 Dues and Subscriptions	DUES/SUBSCRIPTION			\$3.99
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$3.99</b>
Refer	18787 <i>COSTCO</i>	<u>Ck# 002733E 6/20/2023</u>			
Cash Payment	E 101-42210-209 Fire Prevention Supplies	FIRE PREVENTION			\$192.76
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$192.76</b>
Refer	18788 <i>DAIRY QUEEN</i>	<u>Ck# 002734E 6/20/2023</u>			
Cash Payment	E 101-42110-308 Community Education	COMMUNITY EDUCATION			\$67.01
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$67.01</b>
Refer	18789 <i>DEX MEDIA EAST LLC</i>	<u>Ck# 002735E 6/20/2023</u>			
Cash Payment	E 609-49750-340 Advertising	ADVERTISING			\$89.50
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$89.50</b>
Refer	18790 <i>FEDERATED COOP</i>	<u>Ck# 002736E 6/20/2023</u>			
Cash Payment	E 101-45200-419 Turf/Fertilizer/Weed Con	TURF/WEED CONTROL			\$282.60
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$282.60</b>
Refer	18791 <i>GOOGLE WORKSPACE</i>	<u>Ck# 002737E 6/20/2023</u>			
Cash Payment	E 101-41910-433 Dues and Subscriptions	DUES/SUBSCRIPTION			\$9.99
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$9.99</b>
Refer	18792 <i>GRAND RENTAL STATION</i>	<u>Ck# 002738E 6/20/2023</u>			
Cash Payment	E 101-42110-308 Community Education	COMMUNITY EDUCATION			\$122.72
Invoice					

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Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$122.72</b>
Refer	18793 <i>ELITE LIFT TRUCK, INC</i>	<u>Ck# 002739E 6/20/2023</u>			
Cash Payment	E 101-45200-218 Equipment Maintenance	EQUIPMENT MAINTENANCE			<b>\$309.48</b>
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$309.48</b>
Refer	18794 <i>COUNTY MARKET - CITY ACCOUN</i>	<u>Ck# 002740E 6/20/2023</u>			
Cash Payment	E 101-42110-308 Community Education	COMMUNITY EDUCATION			<b>\$34.75</b>
Invoice					
Cash Payment	E 101-42400-417 Uniforms & PPE	UNIFORMS/PPE			<b>\$21.40</b>
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$56.15</b>
Refer	18795 <i>KWIK TRIP</i>	<u>Ck# 002741E 6/20/2023</u>			
Cash Payment	E 101-43210-441 Miscellaneous	MISCELLANEOUS			<b>\$4.49</b>
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$4.49</b>
Refer	18796 <i>MENARDS</i>	<u>Ck# 002742E 6/20/2023</u>			
Cash Payment	E 101-42110-401 Buildings Maintenance	BUILDING MAINTENANCE			<b>\$1,578.53</b>
Invoice					
Cash Payment	E 101-42210-209 Fire Prevention Supplies	FIRE PREVENTION			<b>\$68.42</b>
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$1,646.95</b>
Refer	18797 <i>MN STATE COLLEGES</i>	<u>Ck# 002743E 6/20/2023</u>			
Cash Payment	E 101-42210-208 Training	TRAINING			<b>\$2,026.10</b>
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$2,026.10</b>
Refer	18798 <i>NEWEGG.COM</i>	<u>Ck# 002744E 6/20/2023</u>			
Cash Payment	E 101-42210-209 Fire Prevention Supplies	FIRE PREVENTION			<b>\$125.58</b>
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$125.58</b>
Refer	18799 <i>NORTHERN TOOL &amp; EQUIPMENT</i>	<u>Ck# 002745E 6/20/2023</u>			
Cash Payment	E 101-43210-217 Other Operating Supplie	OPERATING SUPPLIES			<b>\$192.78</b>
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$192.78</b>
Refer	18800 <i>POPP TELECOM</i>	<u>Ck# 002746E 6/20/2023</u>			
Cash Payment	E 609-49750-321 Telephone	PHONE			<b>\$52.36</b>
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$52.36</b>
Refer	18801 <i>POSTMASTER - ST. FRANCIS</i>	<u>Ck# 002747E 6/20/2023</u>			
Cash Payment	E 101-41400-322 Postage	POSTAGE			<b>\$100.00</b>
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$100.00</b>
Refer	18802 <i>PSI SERVICES LLC</i>	<u>Ck# 002748E 6/20/2023</u>			
Cash Payment	E 101-42110-441 Miscellaneous	MISCELLANEOUS-UAV TEST			<b>\$700.00</b>
Invoice					

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Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$700.00</b>
Refer	18803 <i>REMARKABLE.COM</i>	<u>Ck# 002749E 6/20/2023</u>			
Cash Payment	E 101-41500-441 Miscellaneous	SUBSCRIPTION			\$2.99
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$2.99</b>
Refer	18804 <i>SMARTSIGN</i>	<u>Ck# 002750E 6/20/2023</u>			
Cash Payment	E 101-41940-401 Buildings Maintenance	BUILDING MAINTENANCE			\$112.61
Invoice					
Cash Payment	E 101-43100-226 Sign Repair Materials				\$178.57
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$291.18</b>
Refer	18805 <i>221B TACTICAL</i>	<u>Ck# 002751E 6/20/2023</u>			
Cash Payment	E 101-42110-437 Uniforms	UNIFORMS			\$104.73
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$104.73</b>
Refer	18806 <i>ARREST MY VEST</i>	<u>Ck# 002752E 6/20/2023</u>			
Cash Payment	E 101-42110-437 Uniforms	UNIFORMS			\$21.55
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$21.55</b>
Refer	18807 <i>BA EXTENSION CORDS</i>	<u>Ck# 002753E 6/20/2023</u>			
Cash Payment	E 101-42210-209 Fire Prevention Supplies	FIRE PREVENTION			\$152.46
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$152.46</b>
Refer	18808 <i>FORENSICS SOURCE</i>	<u>Ck# 002754E 6/20/2023</u>			
Cash Payment	E 101-42110-217 Other Operating Supplie	OPERATING SUPPLIES			\$294.59
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$294.59</b>
Refer	18809 <i>SP RAM MOUNTS</i>	<u>Ck# 002755E 6/20/2023</u>			
Cash Payment	E 101-42210-209 Fire Prevention Supplies	FIRE PREVENTION			\$310.34
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$310.34</b>
Refer	18810 <i>ST. FRANCIS TRUE VALUE HARD</i>	<u>Ck# 002756E 6/20/2023</u>			
Cash Payment	E 601-49440-235 Lab Supplies	LAB SUPPLIES			\$12.83
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$12.83</b>
Refer	18811 <i>STAMPS.COM</i>	<u>Ck# 002757E 6/20/2023</u>			
Cash Payment	E 101-41400-322 Postage	POSTAGE			\$17.99
Invoice					
Cash Payment	E 101-42110-322 Postage	POSTAGE			\$19.99
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$37.98</b>
Refer	18812 <i>STORM TRAINING GROUP</i>	<u>Ck# 002758E 6/20/2023</u>			
Cash Payment	E 101-42110-208 Training	TRAINING			\$499.00
Invoice					

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Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$499.00</b>
Refer	18813 <i>SUBWAY</i>	<u>Ck# 002759E 6/20/2023</u>			
Cash Payment	E 101-43210-439 Recycling Days	RECYCLING EVENT			\$120.39
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$120.39</b>
Refer	18814 <i>BUSINESS JOURNALS</i>	<u>Ck# 002760E 6/20/2023</u>			
Cash Payment	E 101-41400-433 Dues and Subscriptions	DUES/SUBSCRIPTIONS			\$155.00
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$155.00</b>
Refer	18815 <i>HOME DEPOT</i>	<u>Ck# 002761E 6/20/2023</u>			
Cash Payment	E 602-49490-229 Project Maintenance	PROJECT MAINTENANCE			\$15.89
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$15.89</b>
Refer	18816 <i>POSTMASTER - ST. FRANCIS</i>	<u>Ck# 002762E 6/20/2023</u>			
Cash Payment	E 101-41910-322 Postage	POSTAGE			\$8.13
Invoice					
Cash Payment	E 601-49440-313 Sample Testing	SAMPLE TESTING			\$26.45
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$34.58</b>
Refer	18817 <i>VERIZON WIRELESS</i>	<u>Ck# 002763E 6/20/2023</u>			
Cash Payment	E 101-42110-321 Telephone	PHONE			\$400.18
Invoice					
Cash Payment	E 601-49440-321 Telephone	PHONE			\$182.74
Invoice					
Cash Payment	E 602-49490-321 Telephone	PHONE			\$160.06
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$742.98</b>
Refer	18818 <i>ZIEGLER, INC.</i>	<u>Ck# 002764E 6/20/2023</u>			
Cash Payment	E 101-43100-221 Vehicle Maintenance	EQUIPMENT MAINTENANCE			\$170.24
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$170.24</b>
Refer	18819 <i>ZOOM.US</i>	<u>Ck# 002765E 6/20/2023</u>			
Cash Payment	E 101-41400-433 Dues and Subscriptions	SUBSCRIPTION			\$17.13
Invoice					
Transaction Date	6/20/2023	CASH	10100	<b>Total</b>	<b>\$17.13</b>
Refer	18833 <i>MISCELLANEOUS CUSTOMER</i>	-			
Cash Payment	R 101-36200 Miscellaneous Revenues	CREDITS			-\$96.64
Invoice					
Transaction Date	6/22/2023	CASH	10100	<b>Total</b>	<b>-\$96.64</b>
Refer	18834 <i>CMI, INC.</i>	-			
Cash Payment	E 101-42110-217 Other Operating Supplie	REFUND			-\$4.22
Invoice					
Transaction Date	6/22/2023	CASH	10100	<b>Total</b>	<b>-\$4.22</b>



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### Fund Summary

	10100 CASH
101 General Fund	\$11,210.37
601 Water Fund	\$242.01
602 Sewer Fund	\$315.01
609 Liquor Fund	\$450.37
	<hr/>
	\$12,217.76

Pre-Written Checks	\$12,318.62
Checks to be Generated by the Computer	(\$100.86)
	<hr/>
Total	\$12,217.76

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**Payment Batch AP 07-03-2023****\$168,400.58**

Refer	18868 <i>ABDO</i>	<u>Ck# 082053 7/5/2023</u>		
Cash Payment	E 101-41540-301 Auditing and Acctg Service	FINANCIAL REPORTING REVIEW		\$850.00
Invoice	473018	6/20/2023		
Transaction Date	6/29/2023	CASH	10100	<b>Total</b> \$850.00
Refer	18867 <i>ACTIVE 911</i>	<u>Ck# 082054 7/5/2023</u>		
Cash Payment	E 101-42110-433 Dues and Subscriptions	SUBSCRIPTION		\$45.00
Invoice	500643	6/29/2023		
Transaction Date	6/29/2023	CASH	10100	<b>Total</b> \$45.00
Refer	18866 <i>ALL TRAFFIC SOLUTIONS</i>	<u>Ck# 082055 7/5/2023</u>		
Cash Payment	E 101-42110-311 Contract	APP - TRAFFIC SUITE		\$3,000.00
Invoice	SIN036996	6/6/2023		
Transaction Date	6/29/2023	CASH	10100	<b>Total</b> \$3,000.00
Refer	18826 <i>ANOKA COUNTY TREASURY DEPT</i>	<u>Ck# 082056 7/5/2023</u>		
Cash Payment	E 101-42110-321 Telephone	BROADBAND		\$37.51
Invoice	B230614P	6/15/2023		
Cash Payment	E 101-42210-321 Telephone	BROADBAND		\$37.51
Invoice	B230614P	6/15/2023		
Cash Payment	E 101-43100-321 Telephone	BROADBAND		\$37.51
Invoice	B230614P	6/15/2023		
Cash Payment	E 101-45200-321 Telephone	BROADBAND		\$37.51
Invoice	B230614P	6/15/2023		
Cash Payment	E 601-49440-321 Telephone	BROADBAND		\$37.51
Invoice	B230614P	6/15/2023		
Cash Payment	E 602-49490-321 Telephone	BROADBAND		\$37.45
Invoice	B230614P	6/15/2023		
Transaction Date	6/22/2023	CASH	10100	<b>Total</b> \$225.00
Refer	18865 <i>ARTISAN BEER COMPANY</i>	<u>Ck# 082057 7/5/2023</u>		
Cash Payment	E 609-49751-251 Liquor	LIQUOR		\$307.50
Invoice	3611147	6/22/2023		
Transaction Date	6/29/2023	CASH	10100	<b>Total</b> \$307.50
Refer	18863 <i>ASPEN MILLS</i>	<u>Ck# 082058 7/5/2023</u>		
Cash Payment	E 101-42110-437 Uniforms	UNIFORMS - STEMME		\$545.29
Invoice	315888	6/27/2023		
Transaction Date	6/29/2023	CASH	10100	<b>Total</b> \$545.29
Refer	18864 <i>ASPEN MILLS</i>	<u>Ck# 082058 7/5/2023</u>		
Cash Payment	E 101-42110-437 Uniforms	UNIFORMS - BULERA		\$147.00
Invoice	310007	3/6/2023		
Transaction Date	6/29/2023	CASH	10100	<b>Total</b> \$147.00
Refer	18861 <i>BERNICK COMPANIES, THE</i>	<u>Ck# 082059 7/5/2023</u>		
Cash Payment	E 609-49751-252 Beer	BEER		\$2,483.50
Invoice	10094110	6/22/2023		
Transaction Date	6/29/2023	CASH	10100	<b>Total</b> \$2,483.50
Refer	18862 <i>BERNICK COMPANIES, THE</i>	<u>Ck# 082059 7/5/2023</u>		

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Cash Payment	E 609-49751-252 Beer	BEER			\$1,276.05
Invoice	10085703	6/1/2023			
Transaction Date	6/29/2023	CASH	10100	Total	\$1,276.05
Refer	18820 BGS (BARNA GUZY)	Ck# 082060	7/5/2023		
Cash Payment	E 101-41600-304 Civil Legal Fees	TRANSFER OF TITLE			\$333.50
Invoice	264161	5/31/2023			
Transaction Date	6/22/2023	CASH	10100	Total	\$333.50
Refer	18821 BGS (BARNA GUZY)	Ck# 082060	7/5/2023		
Cash Payment	E 101-41600-304 Civil Legal Fees	MISCELLANEOUS/NON-RETAINER			\$3,813.50
Invoice	263960	5/31/2023			
Transaction Date	6/22/2023	CASH	10100	Total	\$3,813.50
Refer	18822 BGS (BARNA GUZY)	Ck# 082060	7/5/2023		
Cash Payment	E 101-41600-304 Civil Legal Fees	COMMUNITY DEVELOPMENT			\$3,074.00
Invoice	263958	5/31/2023			
Transaction Date	6/22/2023	CASH	10100	Total	\$3,074.00
Refer	18823 BGS (BARNA GUZY)	Ck# 082060	7/5/2023		
Cash Payment	E 101-41600-304 Civil Legal Fees	GENERAL LABOR			\$462.00
Invoice	263957	5/31/2023			
Transaction Date	6/22/2023	CASH	10100	Total	\$462.00
Refer	18824 BGS (BARNA GUZY)	Ck# 082060	7/5/2023		
Cash Payment	E 101-41600-304 Civil Legal Fees	MUNICIPAL			\$1,957.00
Invoice	263956	5/31/2023			
Transaction Date	6/22/2023	CASH	10100	Total	\$1,957.00
Refer	18825 BGS (BARNA GUZY)	Ck# 082060	7/5/2023		
Cash Payment	E 101-41600-312 Criminal Legal Fees	PROSECUTION/RETAINER FILE			\$5,150.00
Invoice	263827	5/31/2023			
Transaction Date	6/22/2023	CASH	10100	Total	\$5,150.00
Refer	18872 BREAKTHRU BEVERAGE	Ck# 082061	7/5/2023		
Cash Payment	E 609-49751-206 Freight	FREIGHT			\$52.55
Invoice	110895422	6/22/2023			
Cash Payment	E 609-49751-251 Liquor	LIQUOR			\$2,515.82
Invoice	110895422	6/22/2023			
Cash Payment	E 609-49751-253 Wine	WINE			\$336.00
Invoice	110895422	6/22/2023			
Cash Payment	E 609-49751-254 Miscellaneous Merchandi	MISC			\$123.84
Invoice	110895422	6/22/2023			
Transaction Date	6/29/2023	CASH	10100	Total	\$3,028.21
Refer	18871 CENTURY COLLEGE	Ck# 082062	7/5/2023		
Cash Payment	E 101-42210-208 Training	FIRE OFFICER I			\$1,725.00
Invoice	1149764	4/3/2023			
Transaction Date	6/29/2023	CASH	10100	Total	\$1,725.00
Refer	18830 CORE & MAIN	Ck# 082063	7/5/2023		
Cash Payment	E 601-49440-229 Project Maintenance	PROJECT MAINTENANCE			\$1,472.31
Invoice	T005869	6/9/2023			
Transaction Date	6/22/2023	CASH	10100	Total	\$1,472.31

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Refer	18869 CRYSTAL SPRINGS ICE	Ck# 082064 7/5/2023		
Cash Payment	E 609-49751-206 Freight	FUEL		\$4.00
Invoice	1004085 6/19/2023			
Cash Payment	E 609-49751-254 Miscellaneous Merchandi MISC			\$238.90
Invoice	1004085 6/19/2023			
Transaction Date	6/29/2023	CASH	10100	<b>Total</b> \$242.90
Refer	18870 CRYSTAL SPRINGS ICE	Ck# 082064 7/5/2023		
Cash Payment	E 609-49751-206 Freight	FUEL		\$4.00
Invoice	1004119 6/23/2023			
Cash Payment	E 609-49751-254 Miscellaneous Merchandi MISC			\$116.20
Invoice	1004119 6/23/2023			
Transaction Date	6/29/2023	CASH	10100	<b>Total</b> \$120.20
Refer	18878 DAHLHEIMER DIST. CO. INC.	Ck# 082065 7/5/2023		
Cash Payment	E 609-49751-252 Beer	BEER		\$18,322.34
Invoice	1936775 6/21/2023			
Cash Payment	E 609-49751-255 N/A Products	NON-ALCOHOLIC		\$54.00
Invoice	1936775 6/21/2023			
Transaction Date	6/29/2023	CASH	10100	<b>Total</b> \$18,376.34
Refer	18831 EAGLE GARAGE DOOR CO.	Ck# 082066 7/5/2023		
Cash Payment	E 101-42210-401 Buildings Maintenance	GARAGE DOORS ON TEMP FIRE BUILDING		\$5,780.00
Invoice	8904 6/8/2023			
Transaction Date	6/22/2023	CASH	10100	<b>Total</b> \$5,780.00
Refer	18840 ELITE SANITATION	Ck# 082067 7/5/2023		
Cash Payment	E 101-45200-402 Janitorial Service	PORTABLE RENTAL 5/28-6/24/2023		\$1,025.50
Invoice	29717 6/19/2023			
Transaction Date	6/22/2023	CASH	10100	<b>Total</b> \$1,025.50
Refer	18877 EMBEDDED SYSTEMS	Ck# 082068 7/5/2023		
Cash Payment	E 101-42110-311 Contract	SIREN MAINTENANCE		\$871.74
Invoice	344532 6/19/2023			
Transaction Date	6/29/2023	CASH	10100	<b>Total</b> \$871.74
Refer	18876 FBI-LEEDA	Ck# 082069 7/5/2023		
Cash Payment	E 101-42110-208 Training	TRAINING - STEMME		\$795.00
Invoice	200088280 6/16/2023			
Transaction Date	6/29/2023	CASH	10100	<b>Total</b> \$795.00
Refer	18873 FIRE SAFETY USA, INC.	Ck# 082070 7/5/2023		
Cash Payment	E 101-42210-221 Vehicle Maintenance	VEHICLE REPAIR AND MAINTENANCE		\$326.15
Invoice	173886 6/19/2023			
Transaction Date	6/29/2023	CASH	10100	<b>Total</b> \$326.15
Refer	18874 FIRE SAFETY USA, INC.	Ck# 082070 7/5/2023		
Cash Payment	E 101-42210-221 Vehicle Maintenance	VEHICLE REPAIR AND MAINTENANCE		\$326.15
Invoice	173885 6/19/2023			
Transaction Date	6/29/2023	CASH	10100	<b>Total</b> \$326.15
Refer	18875 FIRE SAFETY USA, INC.	Ck# 082070 7/5/2023		
Cash Payment	E 101-42210-221 Vehicle Maintenance	VEHICLE REPAIRS AND MAINTENANCE		\$326.15
Invoice	173883 6/19/2023			

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Transaction Date	6/29/2023	CASH	10100	<b>Total</b>	<b>\$326.15</b>
Refer	18888 <i>GRAINGER, INC.</i>	<u>Ck# 082071 7/5/2023</u>			
Cash Payment	E 601-49440-233 Water Plant Maint	PROJECT MAINTENANCE			\$33.12
Invoice	9753142885 6/27/2023				
Transaction Date	6/29/2023	CASH	10100	<b>Total</b>	<b>\$33.12</b>
Refer	18887 <i>GRANITE CITY JOBBING CO.</i>	<u>Ck# 082072 7/5/2023</u>			
Cash Payment	E 609-49751-206 Freight	FREIGHT			\$10.00
Invoice	338531 6/20/2023				
Cash Payment	E 609-49751-254 Miscellaneous Merchandi	MISC			\$255.93
Invoice	338531 6/20/2023				
Cash Payment	E 609-49751-256 Tobacco Products	TOBACCO			\$6,949.55
Invoice	338531 6/20/2023				
Cash Payment	E 609-49750-210 Operating Supplies	OPERATING SUPPLIES			\$183.27
Invoice	338531 6/20/2023				
Transaction Date	6/29/2023	CASH	10100	<b>Total</b>	<b>\$7,398.75</b>
Refer	18886 <i>GREAT LAKES COCA-COLA</i>	<u>Ck# 082073 7/5/2023</u>			
Cash Payment	E 609-49751-254 Miscellaneous Merchandi	MISC			\$1,362.18
Invoice	3636219060 6/23/2023				
Transaction Date	6/29/2023	CASH	10100	<b>Total</b>	<b>\$1,362.18</b>
Refer	18832 <i>HACH COMPANY</i>	<u>Ck# 082074 7/5/2023</u>			
Cash Payment	E 602-49490-235 Lab Supplies	LAB SUPPLIES			\$81.89
Invoice	13626913 6/21/2023				
Transaction Date	6/22/2023	CASH	10100	<b>Total</b>	<b>\$81.89</b>
Refer	18885 <i>HACH COMPANY</i>	<u>Ck# 082074 7/5/2023</u>			
Cash Payment	E 601-49440-235 Lab Supplies	LAB SUPPLIES			\$163.78
Invoice	13635298 6/27/2023				
Transaction Date	6/29/2023	CASH	10100	<b>Total</b>	<b>\$163.78</b>
Refer	18884 <i>INNOVATIVE OFFICE SOLUTIONS,</i>	<u>Ck# 082075 7/5/2023</u>			
Cash Payment	E 101-42110-200 Office Supplies	OFFICE SUPPLIES			\$73.59
Invoice	IN4238412 6/23/2023				
Transaction Date	6/29/2023	CASH	10100	<b>Total</b>	<b>\$73.59</b>
Refer	18883 <i>ISD #15</i>	<u>Ck# 082076 7/5/2023</u>			
Cash Payment	E 101-43100-218 Equipment Maintenance	PUBLIC WORKS MAINTENANCE			\$319.27
Invoice	10180 6/21/2023				
Transaction Date	6/29/2023	CASH	10100	<b>Total</b>	<b>\$319.27</b>
Refer	18918 <i>IUOE LOCAL #49</i>	<u>Ck# 082077 7/5/2023</u>			
Cash Payment	G 101-21707 Union Dues	JULY 2023 PUBLIC WORKS DUES			\$306.00
Invoice	.07012023 7/1/2023				
Transaction Date	6/29/2023	CASH	10100	<b>Total</b>	<b>\$306.00</b>
Refer	18879 <i>JOHNSON BROS WHLSE LIQUOR</i>	<u>Ck# 082078 7/5/2023</u>			
Cash Payment	E 609-49751-206 Freight	FREIGHT			\$1.82
Invoice	2325941 6/22/2023				
Cash Payment	E 609-49751-253 Wine	WINE			\$64.00
Invoice	2325941 6/22/2023				
Transaction Date	6/29/2023	CASH	10100	<b>Total</b>	<b>\$65.82</b>

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Refer	18880 JOHNSON BROS WHLSE LIQUOR	Ck# 082078 7/5/2023		
Cash Payment	E 609-49751-206 Freight	FREIGHT		\$148.34
Invoice	2325940 6/22/2023			
Cash Payment	E 609-49751-251 Liquor	LIQUOR		\$6,599.41
Invoice	2325940 6/22/2023			
Transaction Date	6/29/2023	CASH	10100	<b>Total</b> \$6,747.75
Refer	18881 JOHNSON BROS WHLSE LIQUOR	Ck# 082078 7/5/2023		
Cash Payment	E 609-49751-253 Wine	WINE		\$1,209.60
Invoice	2322402 6/19/2023			
Cash Payment	E 609-49751-206 Freight	FREIGHT		\$30.94
Invoice	2322402 6/19/2023			
Transaction Date	6/29/2023	CASH	10100	<b>Total</b> \$1,240.54
Refer	18882 JOHNSON BROS WHLSE LIQUOR	Ck# 082078 7/5/2023		
Cash Payment	E 609-49751-206 Freight	FREIGHT		\$14.55
Invoice	2322401 6/19/2023			
Cash Payment	E 609-49751-251 Liquor	LIQUOR		\$950.29
Invoice	2322401 6/19/2023			
Transaction Date	6/29/2023	CASH	10100	<b>Total</b> \$964.84
Refer	18890 KIMS KLEANING	Ck# 082079 7/5/2023		
Cash Payment	E 101-42210-402 Janitorial Service	FIRE DEPT CLEANING		\$177.00
Invoice	9553 6/28/2023			
Transaction Date	6/29/2023	CASH	10100	<b>Total</b> \$177.00
Refer	18891 KIMS KLEANING	Ck# 082079 7/5/2023		
Cash Payment	E 601-49440-402 Janitorial Service	WASTE WATER PLANT CLEANING		\$259.60
Invoice	9552 6/28/2023			
Transaction Date	6/29/2023	CASH	10100	<b>Total</b> \$259.60
Refer	18892 KIMS KLEANING	Ck# 082079 7/5/2023		
Cash Payment	E 101-42110-402 Janitorial Service	POLICE DEPARTMENT CLEANING		\$1,062.00
Invoice	9551 6/28/2023			
Transaction Date	6/29/2023	CASH	10100	<b>Total</b> \$1,062.00
Refer	18893 KIMS KLEANING	Ck# 082079 7/5/2023		
Cash Payment	E 601-49440-402 Janitorial Service	WATER TREATMENT PLANT CLEANING		\$188.80
Invoice	9550 6/28/2023			
Transaction Date	6/29/2023	CASH	10100	<b>Total</b> \$188.80
Refer	18894 KIMS KLEANING	Ck# 082079 7/5/2023		
Cash Payment	E 101-43100-402 Janitorial Service	CLEANING		\$265.50
Invoice	9549 6/28/2023			
Cash Payment	E 101-45200-402 Janitorial Service	CLEANING		\$265.50
Invoice	9549 6/28/2023			
Cash Payment	E 601-49440-402 Janitorial Service	CLEANING		\$265.50
Invoice	9549 6/28/2023			
Cash Payment	E 602-49490-402 Janitorial Service	CLEANING		\$265.50
Invoice	9549 6/28/2023			
Transaction Date	6/29/2023	CASH	10100	<b>Total</b> \$1,062.00
Refer	18895 KIMS KLEANING	Ck# 082079 7/5/2023		

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Cash Payment	E 101-45000-402 Janitorial Service	COMMUNITY CENTER CLEANING		\$94.40
Invoice 9548	6/28/2023			
Transaction Date	6/29/2023	CASH	10100	Total \$94.40
Refer	18896 KIMS KLEANING	Ck# 082079	7/5/2023	
Cash Payment	E 101-41940-402 Janitorial Service	CITY HALL CLEANING		\$283.20
Invoice 9547	6/28/2023			
Transaction Date	6/29/2023	CASH	10100	Total \$283.20
Refer	18916 LAW ENFORCEMENT LABOR SVC	Ck# 082080	7/5/2023	
Cash Payment	G 101-21707 Union Dues	SGT DUES - JULY 2023		\$67.50
Invoice 07012023	6/29/2023			
Transaction Date	6/29/2023	CASH	10100	Total \$67.50
Refer	18917 LAW ENFORCEMENT LABOR SVC	Ck# 082080	7/5/2023	
Cash Payment	G 101-21707 Union Dues	OFFICER DUES - JULY 2023		\$607.50
Invoice .07012023	7/1/2023			
Transaction Date	6/29/2023	CASH	10100	Total \$607.50
Refer	18889 MASIMO	Ck# 082081	7/5/2023	
Cash Payment	E 101-42210-237 Small Equipment	SFFD SMALL EQUIPMENT		\$4,004.00
Invoice R176425	6/20/2023			
Transaction Date	6/29/2023	CASH	10100	Total \$4,004.00
Refer	18900 MCDONALD DIST CO.	Ck# 082082	7/5/2023	
Cash Payment	E 609-49751-252 Beer	BEER		-\$216.70
Invoice 694740	6/21/2023			
Transaction Date	6/29/2023	CASH	10100	Total -\$216.70
Refer	18901 MCDONALD DIST CO.	Ck# 082082	7/5/2023	
Cash Payment	E 609-49751-251 Liquor	LIQUOR		-\$13.50
Invoice 694712	6/21/2023			
Transaction Date	6/29/2023	CASH	10100	Total -\$13.50
Refer	18902 MCDONALD DIST CO.	Ck# 082082	7/5/2023	
Cash Payment	E 609-49751-252 Beer	BEER		\$8,153.30
Invoice 694695	6/21/2023			
Cash Payment	E 609-49751-255 N/A Products	NON-ALCOHOLIC PRODUCTS		\$149.50
Invoice 694695	6/21/2023			
Transaction Date	6/29/2023	CASH	10100	Total \$8,302.80
Refer	18903 MCDONALD DIST CO.	Ck# 082082	7/5/2023	
Cash Payment	E 609-49751-251 Liquor	LIQUOR		\$111.40
Invoice 694693	6/21/2023			
Transaction Date	6/29/2023	CASH	10100	Total \$111.40
Refer	18898 METRO INET	Ck# 082083	7/5/2023	
Cash Payment	E 101-42210-310 Computer Consulting Fee IT TICKET			\$141.00
Invoice 1385	6/15/2023			
Transaction Date	6/29/2023	CASH	10100	Total \$141.00
Refer	18899 METRO INET	Ck# 082083	7/5/2023	
Cash Payment	E 101-42210-310 Computer Consulting Fee IT TICKET - NETMOTION VPN			\$477.00
Invoice 1384	6/15/2023			
Transaction Date	6/29/2023	CASH	10100	Total \$477.00

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Refer	18897 MHSRC/RANGE	Ck# 082084 7/5/2023		
Cash Payment	E 101-42110-208 Training	TRAINING - DZURIS/HEDGES/BARCK		\$1,905.00
Invoice	337900-10137 6/22/2023			
Transaction Date	6/29/2023	CASH	10100	Total \$1,905.00
Refer	18838 MN FIRE CERTIFICATION BOARD	Ck# 082085 7/5/2023		
Cash Payment	E 101-42210-208 Training	FIRE OFFICER I CERTIFICATION		\$378.00
Invoice	11569 6/19/2023			
Transaction Date	6/22/2023	CASH	10100	Total \$378.00
Refer	18839 MN FIRE SERVICE CERTIFICATION	Ck# 082086 7/5/2023		
Cash Payment	E 101-42210-208 Training	FIRE OFFICER I CERTIFICATION EXAM		\$252.00
Invoice	11564 6/19/2023			
Transaction Date	6/22/2023	CASH	10100	Total \$252.00
Refer	18910 MN FIRE SERVICE CERTIFICATION	Ck# 082086 7/5/2023		
Cash Payment	E 101-42210-208 Training	TRAINING - JORDAN PREISS		\$175.00
Invoice	11508 6/14/2023			
Transaction Date	6/29/2023	CASH	10100	Total \$175.00
Refer	18909 MN NCPERS LIFE INSURANCE	Ck# 082087 7/5/2023		
Cash Payment	G 101-21713 MN Life	INSURANCE PREMIUM 07/1/23-7/31/23		\$128.00
Invoice	73400072023 6/1/2023			
Transaction Date	6/29/2023	CASH	10100	Total \$128.00
Refer	18829 ON CALL STRIPING	Ck# 082088 7/5/2023		
Cash Payment	E 101-41940-441 Miscellaneous	CITY HALL PARKING LOT STRIPING		\$850.00
Invoice	2027 6/18/2023			
Transaction Date	6/22/2023	CASH	10100	Total \$850.00
Refer	18907 PHILLIPS WINE & SPIRITS CO.	Ck# 082089 7/5/2023		
Cash Payment	E 609-49751-206 Freight	FREIGHT		\$27.30
Invoice	6613386 6/22/2023			
Cash Payment	E 609-49751-253 Wine	WINE		\$581.25
Invoice	6613386 6/22/2023			
Transaction Date	6/29/2023	CASH	10100	Total \$608.55
Refer	18908 PHILLIPS WINE & SPIRITS CO.	Ck# 082089 7/5/2023		
Cash Payment	E 609-49751-206 Freight	FREIGHT		\$18.97
Invoice	6613385 6/22/2023			
Cash Payment	E 609-49751-251 Liquor	LIQUOR		\$1,627.40
Invoice	6613385 6/22/2023			
Transaction Date	6/29/2023	CASH	10100	Total \$1,646.37
Refer	18904 RMB ENVIRONMENTAL LAB	Ck# 082090 7/5/2023		
Cash Payment	E 602-49490-313 Sample Testing	ALL WEEKS COOLER 2		\$226.51
Invoice	B009311 6/22/2023			
Transaction Date	6/29/2023	CASH	10100	Total \$226.51
Refer	18905 RMB ENVIRONMENTAL LAB	Ck# 082090 7/5/2023		
Cash Payment	E 602-49490-313 Sample Testing	WEEKS 2-4 COOLER 1		\$247.20
Invoice	B009234 6/26/2023			
Transaction Date	6/29/2023	CASH	10100	Total \$247.20
Refer	18906 RMB ENVIRONMENTAL LAB	Ck# 082090 7/5/2023		



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Cash Payment	E 602-49490-313 Sample Testing	ALL WEEKS COOLER 2			\$194.93
Invoice	B009386	6/29/2023			
Transaction Date	6/29/2023	CASH	10100	Total	\$194.93
Refer	18914 ROYAL SUPPLY	Ck# 082091	7/5/2023		
Cash Payment	E 101-41940-210 Operating Supplies	SUPPLIES			\$62.60
Invoice	5035	6/21/2023			
Cash Payment	E 101-42110-217 Other Operating Supplies	SUPPLIES			\$31.30
Invoice	5035	6/21/2023			
Cash Payment	E 101-43100-217 Other Operating Supplies	SUPPLIES			\$15.65
Invoice	5035	6/21/2023			
Cash Payment	E 101-45200-217 Other Operating Supplies	SUPPLIES			\$15.65
Invoice	5035	6/21/2023			
Cash Payment	E 601-49440-217 Other Operating Supplies	SUPPLIES			\$15.65
Invoice	5035	6/21/2023			
Cash Payment	E 602-49490-217 Other Operating Supplies	SUPPLIES			\$15.65
Invoice	5035	6/21/2023			
Transaction Date	6/29/2023	CASH	10100	Total	\$156.50
Refer	18915 ROYAL SUPPLY	Ck# 082091	7/5/2023		
Cash Payment	E 101-41940-210 Operating Supplies	SUPPLIES			\$68.80
Invoice	5023	6/27/2023			
Cash Payment	E 101-42110-217 Other Operating Supplies	SUPPLIES			\$34.40
Invoice	5023	6/27/2023			
Cash Payment	E 101-43100-217 Other Operating Supplies	SUPPLIES			\$17.20
Invoice	5023	6/27/2023			
Cash Payment	E 101-45200-217 Other Operating Supplies	SUPPLIES			\$17.20
Invoice	5023	6/27/2023			
Cash Payment	E 601-49440-217 Other Operating Supplies	SUPPLIES			\$17.20
Invoice	5023	6/27/2023			
Cash Payment	E 602-49490-217 Other Operating Supplies	SUPPLIES			\$17.20
Invoice	5023	6/27/2023			
Transaction Date	6/29/2023	CASH	10100	Total	\$172.00
Refer	18912 ST. FRANCIS AREA SCHOOLS	Ck# 082092	7/5/2023		
Cash Payment	E 101-41110-441 Miscellaneous	DISTRICT OFFICE- PLANNING & ZONING MEETINGS			\$240.00
Invoice	2223-1141	6/30/2023			
Transaction Date	6/29/2023	CASH	10100	Total	\$240.00
Refer	18913 ST. FRANCIS AREA SCHOOLS	Ck# 082092	7/5/2023		
Cash Payment	E 101-41110-441 Miscellaneous	DISTRICT OFFICE USE-CITY COUNCIL			\$561.25
Invoice	2223-1142	6/30/2023			
Transaction Date	6/29/2023	CASH	10100	Total	\$561.25
Refer	18828 TIMESAVER OFF SITE SEC. INC	Ck# 082093	7/5/2023		
Cash Payment	E 101-41400-311 Contract	06/05/2023 CITY COUNCIL MINUTES			\$163.75
Invoice	M28323	6/14/2023			
Transaction Date	6/22/2023	CASH	10100	Total	\$163.75
Refer	18911 VINOCOPIA, INC.	Ck# 082094	7/5/2023		
Cash Payment	E 609-49751-206 Freight	FREIGHT			\$2.50
Invoice	0331813	6/23/2023			

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Cash Payment	E 609-49751-251 Liquor	LIQUOR			\$67.50
Invoice	0331813	6/23/2023			
Transaction Date	6/29/2023	CASH	10100	Total	\$70.00
Refer	18827 XYLEM WATER SOLUTIONS USA, I	Ck# 082095	7/5/2023		
Cash Payment	G 602-16200 Buildings	UV BULB BALLAST - WASTE WATER PLANT			\$66,975.00
Invoice	3556C78031	6/13/2023			
Transaction Date	6/22/2023	CASH	10100	Total	\$66,975.00

### Fund Summary

	10100 CASH	
101 General Fund	\$43,762.28	
601 Water Fund	\$2,453.47	
602 Sewer Fund	\$68,061.33	
609 Liquor Fund	\$54,123.50	
	\$168,400.58	

Pre-Written Checks	\$168,400.58
Checks to be Generated by the Computer	\$0.00
Total	\$168,400.58



## CITY COUNCIL AGENDA REPORT

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**TO:** Kate Thunstrom, City Administrator  
**FROM:** Darcy Mulvihill, Finance Director  
**SUBJECT:** CIP 2024-2028 Hearing and Approval  
**DATE:** July 17, 2023

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### **OVERVIEW:**

Each year the city must approve the CIP for the next 5 years by August 15<sup>th</sup>. The proposed CIP was put on the website back in June. It can be found under departments-finance-documents. It is called the 2024-2028 Proposed Capital Improvement Plan.

Funding for the capital equipment is coming from transfers from Water and Sewer of \$20,000 each per year and for 2024, \$320,000 from the general tax levy.

The other funds that are included in this plan are Parks, Buildings, Streets, Water, Wastewater, Stormwater and Liquor Fund. This are all detailed in the plan and the funding sources to cover these improvements/purchases.

Please note that we are using the new cloud based software Easy CIP to track the projects.

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

Council needs to have the public hearing on the CIP for 2024-2028. After the hearing has been concluded, the 2024-2028 Capital Improvement Plan would need to be approved.

### **BUDGET IMPLICATION:**

Capital equipment purchases will be added to the budget in the year they are to be purchased. Other projects will need to be brought to council when the project is scheduled to move forward.



## CITY COUNCIL AGENDA REPORT

**TO:** St. Francis City Council  
**FROM:** Beth Richmond, Planner  
**SUBJECT:** Turtle Ponds 6th Addition – Comprehensive Plan Amendment, Rezoning (PUD Amendment), Preliminary Plat  
**DATE:** July 17, 2023  
**APPLICANT:** Bluewater Builders (Greg Chaffin)  
**LOCATION:** 2761 229<sup>th</sup> Ave NW  
**COMP PLAN:** Commercial

### **OVERVIEW:**

The City has received an application for a residential development at 2761 229th Ave NW (PID 33-34-24-43-0110). The proposed development includes 7 detached townhome lots and is proposed to be called Turtle Ponds 6th Addition. The project incorporates a roadway extension from the abutting Turtle Ponds 4th Addition which was approved in March 2020.

A concept plan for this site was reviewed by the Planning Commission and City Council in June and July 2022. At that time, the applicant was proposing a mix of residential and commercial uses. The applicant has revised the project design so that the entire site will now be used for residential purposes.

The land use and subdivision requests to be considered include a Comprehensive Plan Amendment from Commercial to Medium Density Residential, a rezoning to the Turtle Run PUD, and a preliminary plat.

### **PLANNING COMMISSION REVIEW**

The Planning Commission reviewed these requests and held a public hearing at the June 21, 2023 Planning Commission meeting. No members of the public spoke on the project. Commissioners clarified that on-street parking would not be allowed on the private street. Commissioners also discussed the City's requirements for roadway turnarounds and whether one was needed for this development. Staff noted that the City Engineer and public safety departments have reviewed the application and found the street layout to be satisfactory.

After discussion, the Planning Commission unanimously recommended approval of the project and all associated land use and subdivision requests.

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

Give Planning Commission and Staff recommendation of approval for the land use and subdivision requests related to the 6<sup>th</sup> Addition of the Turtle Ponds subdivision, draft approval

documents have been prepared and are attached for your consideration. Council action is requested on these applications.

### **Suggested Motions**

1. Move to approve Resolution 2023-36 to reguide the property at 2761 229th Ave NW from Commercial to Medium Density Residential with conditions and findings of fact as presented by Staff and to authorize submittal of this amendment to the Metropolitan Council for final review.
2. Move to approve the 1<sup>st</sup> Reading of Ordinance 321 amending the Turtle Run PUD to include the property at 2761 229th Ave NW and establishing a 20' roadway setback as presented by Staff.
3. Move to approve Resolution 2022-37 approving the preliminary plat and preliminary PUD plans for Turtle Ponds 6<sup>th</sup> Addition with conditions and findings as presented by Staff.

### **ATTACHMENTS:**

- Draft Approval Documents
  - Resolution 2023-36 – Comprehensive Plan Amendment
  - Ordinance 321 – 1<sup>st</sup> Reading
  - Resolution 2023-37 – Preliminary Plat and PUD Plans
- Applicant Submittals
  - Preliminary Plat
  - Existing Conditions
  - Preliminary Grading Plan
  - Preliminary Landscape Plan
- City Engineering Memo dated June 15, 2023
- June 21, 2023 Planning Commission Memo

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

RESOLUTION 2023-36

A RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT AT 2761  
229<sup>TH</sup> AVE NW AND AUTHORIZING SUBMISSION OF THE AMENDMENT TO THE  
METROPOLITAN COUNCIL FOR REVIEW

**WHEREAS**, the applicant, Bluewater Builders, has requested a Comprehensive Plan amendment to reguide the site from Commercial use to Medium Density Residential use; and

**WHEREAS**, the site is intended as a future residential development; and

**WHEREAS**, the property is locally known as 2761 229<sup>th</sup> Ave NW and is legally described in Exhibit A; and

**WHEREAS**, all adjacent and affected agencies including Anoka County and the City of Oak Grove were provided an opportunity to review the proposed amendment and provide comments; and

**WHEREAS**, on June 21, 2023, after published and mailed notice in accordance with Minnesota Statutes and the City Code, the Planning Commission held a public hearing, at which time all persons desiring to be heard concerning this application were given the opportunity to speak thereon; and

**WHEREAS**, on June 21, 2023, the Planning Commission unanimously recommended approval of the requested amendment; and

**WHEREAS**, the City Council of the City of St. Francis, on July 17, 2023, considered the requested amendment and how it might affect public health, safety, or welfare and found that the project will not negatively impact the public health, safety, or welfare.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of St. Francis hereby approves the requested Comprehensive Plan amendment at 2761 229<sup>th</sup> Ave NW based on the following findings of fact:

1. The proposed amendment is compatible with the surrounding land uses.
2. Public infrastructure is capable of serving the proposed development on this site.

**BE IT FURTHER RESOLVED** that approval of the Comprehensive Plan Amendment at 2761 229<sup>th</sup> Ave NW shall be subject to the following conditions:

1. The Comprehensive Plan amendment shall be submitted to the Metropolitan Council for final review and approval.

2. Approval of this request is subject to the concurrent approval of the related land use requests pertaining to the Turtle Ponds 6<sup>th</sup> Addition project.

**Approved and adopted by the City Council of the City of St. Francis on the 17<sup>th</sup> day of July, 2023.**

\_\_\_\_\_  
Joe Muehlbauer, Mayor Pro Tem

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

\_\_\_\_\_  
Dated

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

**EXHIBIT A****Legal Description****Plat Description (American Land Title Association – Commitment No. OR6088–1):**

*The South 597.25 feet, as measured along the Easterly and Westerly lines, of the following described tract: That part of the Southwest Quarter of the Southeast Quarter of Section 33, Township 34, Range 24, described as follows: Beginning at the Southwest corner of the Southeast Quarter of said section, thence East following the South section line a distance of 198 feet; thence North and parallel to the North and South quarter lines a distance of 1097.25 feet, thence West and parallel with the South line of the Southwest Quarter of the Southeastern Quarter to the North and South quarter line a distance of 198 feet; thence South along the North and South quarter line to the point of beginning*



**ORDINANCE 321  
SECOND SERIES**

**CITY OF ST. FRANCIS  
ANOKA COUNTY**

**AN ORDINANCE AMENDING THE TURTLE RUN PLANNED UNIT DEVELOPMENT  
– 1<sup>ST</sup> READING**

**WHEREAS**, the Turtle Run PUD was established in 1996; and

**WHEREAS**, Ordinance 255 establishes the requirements for development within the Turtle Run PUD; and

**WHEREAS**, the applicant, Bluewater Builders, has requested to include the property located at 2761 229<sup>th</sup> Ave NW and as legally described in Exhibit A as the 6<sup>th</sup> Addition of the Turtle Ponds subdivision within the Turtle Run PUD; and

**WHEREAS**, the subject property is currently surrounded by the Turtle Run PUD and will be a continuation of the development pattern established in the 4<sup>th</sup> Addition of the Turtle Ponds subdivision; and

**WHEREAS**, the Planning Commission on June 21, 2023, opened and closed a duly noticed public hearing and considered the applicant’s submission, the contents of the staff report, public testimony, and other evidence available to the Commission; and made recommendations for consideration by the City Council; and

**WHEREAS**, the City Council on July 17, 2023, has considered the recommendations of Staff and the Planning Commission, the Applicant’s submissions, the contents of the staff report, public testimony, and other evidence available to the Council.

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

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

**Section 1.** Section 1 of Ordinance 255 is hereby amended to read as follows:

Pursuant to St. Francis City Code Section 10-~~1051-00~~, the property included in the following subdivisions is hereby rezoned to PUD-Turtle Run:

- Turtle Ponds (1<sup>st</sup> – ~~3<sup>rd</sup>~~ 6<sup>th</sup> Additions)

**Section 2.** Section 2 of Ordinance 255 is hereby amended to read as follows:

6. All principal structures shall be located at least 20 feet from the pavement edge of any roadway.
7. All general zoning standards in the St. Francis City Code, to the extent not inconsistent with the terms of this ordinance, shall apply.

**Section 3.** The Zoning Map of the City of St. Francis referred to and described in Section 10-14-03 of the St. Francis City Code shall not be republished to show the aforesaid rezoning, but the Zoning Administrator or designee shall appropriately mark the Zoning Map on file in the City Clerk's office for the purpose of indicating the rezoning provided for in this ordinance and all of the notations, references, and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

**Section 4.** 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 17<sup>th</sup> day of July, 2023.

SEAL

CITY OF ST. FRANCIS

By: \_\_\_\_\_  
Joe Muehlbauer, Mayor Pro Tem

ATTEST:

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

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

**EXHIBIT A****Legal Description****Plat Description (American Land Title Association – Commitment No. OR6088–1):**

*The South 597.25 feet, as measured along the Easterly and Westerly lines, of the following described tract: That part of the Southwest Quarter of the Southeast Quarter of Section 33, Township 34, Range 24, described as follows: Beginning at the Southwest corner of the Southeast Quarter of said section, thence East following the South section line a distance of 198 feet; thence North and parallel to the North and South quarter lines a distance of 1097.25 feet, thence West and parallel with the South line of the Southwest Quarter of the Southeastern Quarter to the North and South quarter line a distance of 198 feet; thence South along the North and South quarter line to the point of beginning*

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

RESOLUTION 2023-37

A RESOLUTION APPROVING THE PRELIMINARY PLAT AND PRELIMINARY  
PUD PLANS FOR THE 6<sup>TH</sup> ADDITION OF THE TURTLE PONDS DEVELOPMENT

**WHEREAS**, the applicant, Bluewater Builders, applied for preliminary plat and preliminary PUD plan approval on July 21, 2022 for the property legally described in Exhibit A; and

**WHEREAS**, the Planning Commission on June 21, 2023, opened and closed a duly noticed public hearing and considered the applicant’s submission, the contents of the staff report, public testimony, and other evidence available to the Commission; and made recommendations for consideration by the City Council; and

**WHEREAS**, on June 21, 2023, the Planning Commission recommended approval of the requested preliminary plat and preliminary PUD plans; and

**WHEREAS**, the City Council on July 17, 2023, has considered the recommendations of Staff and the Planning Commission, the Applicant’s submissions, the contents of the staff report dated June 14, 2023, public testimony, and other evidence available to the Council.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of St. Francis hereby approves the preliminary plat, preliminary PUD plans, and associated documents for the 6<sup>th</sup> Addition of the Turtle Ponds development based on the following findings of fact:

1. The proposed rezoning is consistent with the City’s 2040 Comprehensive Plan as amended and is compatible with present and future land uses of the area.
2. Excluding the exceptions granted by the PUD, the development is consistent with the City’s Zoning Ordinance with noted conditions.
3. City services have adequate capacity to serve the proposed development.

**BE IT FURTHER RESOLVED** that approval of the preliminary plat and preliminary PUD plans for the 6<sup>th</sup> Addition of the Turtle Ponds development shall be subject to the following conditions:

1. Any approvals granted by the City Council for this project will be conditioned upon the Metropolitan Council’s approval of the associated Comprehensive Plan amendment.
2. Approval of this request is subject to the concurrent approval of the related land use requests pertaining to the Turtle Ponds 6<sup>th</sup> Addition project.
3. Applicant shall dedicate a 60’ wide strip of land along CSAH 24 to Anoka County as shown on the preliminary plat.

- 4. Applicant shall address any comments from Anoka County related to access or right-of-way.
- 5. Applicant shall establish a single HOA to serve both the 4<sup>th</sup> and 6<sup>th</sup> Additions of Turtle Ponds, or shall establish the right of the 6th Addition to utilize the private street through the 4th Addition through a cross access agreement or similar document.
- 6. Applicant shall revise the landscaping plan as follows:
  - a. Applicant shall provide one front yard tree on Lot 7.
  - b. Applicant shall provide one additional tree on Lot 2.
  - c. Update plan to show 16.5’ wide buffer of native vegetation along the wetland edge as shown on the preliminary plat.
- 7. Applicant shall work with the Engineer to address any Engineering concerns or revisions listed in the Engineering Review Memo dated June 15, 2023.
- 8. Park dedication shall be satisfied at the time of final plat.
- 9. Applicant shall be responsible for all fees associated with these land use and subdivision applications.

**Approved and adopted by the City Council of the City of St. Francis on the 17<sup>th</sup> day of July, 2023.**

\_\_\_\_\_  
Joe Muehlbauer, Mayor Pro Tem

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

\_\_\_\_\_  
Dated

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

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Preliminary Plat of **TURTLE PONDS 6TH ADDITION**

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

**Plat Description (American Land Title Association - Commitment No. 065088-1):**  
The South 59.25 feet, as measured along the Caterly and Bester lines, of the following described tract: That part of the Southeast Quarter of Section 33, Township 34, Range 24, described as follows: Beginning at the Southeast corner of the Southeast Quarter of said section, thence East following the South section line a distance of 198 feet; thence North and parallel to the North and South quarter lines a distance of 692.25 feet; thence West and parallel with the South line of the Southeast Quarter to the North and South quarter line a distance of 198 feet; thence South along the North and South quarter line to the point of beginning

SOILS CHART			
Map symbol & soil name	Hydrologic group	Water table depth (in)	
LNK: Line loamy fine sand, 0 to 4 percent slopes	A/D	0	
W: loamy fine sandy loam	A/D	18	
Data from USDA Web Soil Survey			

**Survey Notes:**  
1. No search for easements or restrictions was made by the surveyor.  
2. Subject Property is NOT within a flood plain district as mapped by FEMA, per panel 27003C00056, effective 12/8/05.  
3. Contours were created by using RTK GPS methods.  
4. Utilities shown per Gopher State One Call Ticket No. 222842749. Not all utilities may have been located.  
5. Proposed right of way is to be 1.00 foot behind proposed back of curb (right-of-way).  
6. Lot 2, Block 3, and Lot 3, Block 1, TURTLE PONDS 4TH ADDITION are required to have a 20.00 foot setback from the back of curb proposed in TURTLE PONDS 6TH ADDITION.

I hereby certify that a boundary survey has been completed for the preliminary plat of TURTLE PONDS 6TH ADDITION, Anoka County, Minnesota.

Signed: *Craig Wensmann*  
Craig Wensmann  
Date: 3/17/23 Lic. No. 47466

**SOIL BORING LOG**

Soil Boring #	Elevation	Mottling	Dev. of Mottled Soil
Soil Boring 1	918.3	XX*	XXXX
Soil Boring 2	917.8	XX*	XXXX
Soil Boring 3	918.1	XX*	XXXX
Soil Boring 4	917.8	XX*	XXXX
Soil Boring 5	917.8	XX*	XXXX
Soil Boring 6	918.3	XX*	XXXX
Soil Boring 7	918.3	XX*	XXXX
Soil Boring 8	919.5	XX*	XXXX
Soil Boring 9	919.7	XX*	XXXX
Soil Boring 10	920.1	XX*	XXXX
Soil Boring 11	920.3	XX*	XXXX
Soil Boring 12	919.6	XX*	XXXX
Soil Boring 13	919.1	XX*	XXXX

**SCHEDULE OF BUILDABLE AREAS FOR LOTS**

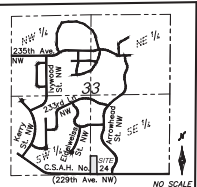
Block	Lot	Total Lot Area (S.F.)	Buildable Area (S.F.)
1	1	4,477.0	2,785.0
1	2	4,417.0	2,395.0
1	3	4,417.0	2,555.0
1	4	4,417.0	2,737.0
1	5	4,417.0	2,409.0
1	6	4,417.0	2,737.0
1	7	4,357.0	2,623.0
Outlet A		13,742.0	N/A
Outlet B		61,700.0	N/A

\*Note: contiguous land area excluding drainage and utility easements, wetlands, floodplain, shoreline or bluff land, septic and drain field, and shared easements.

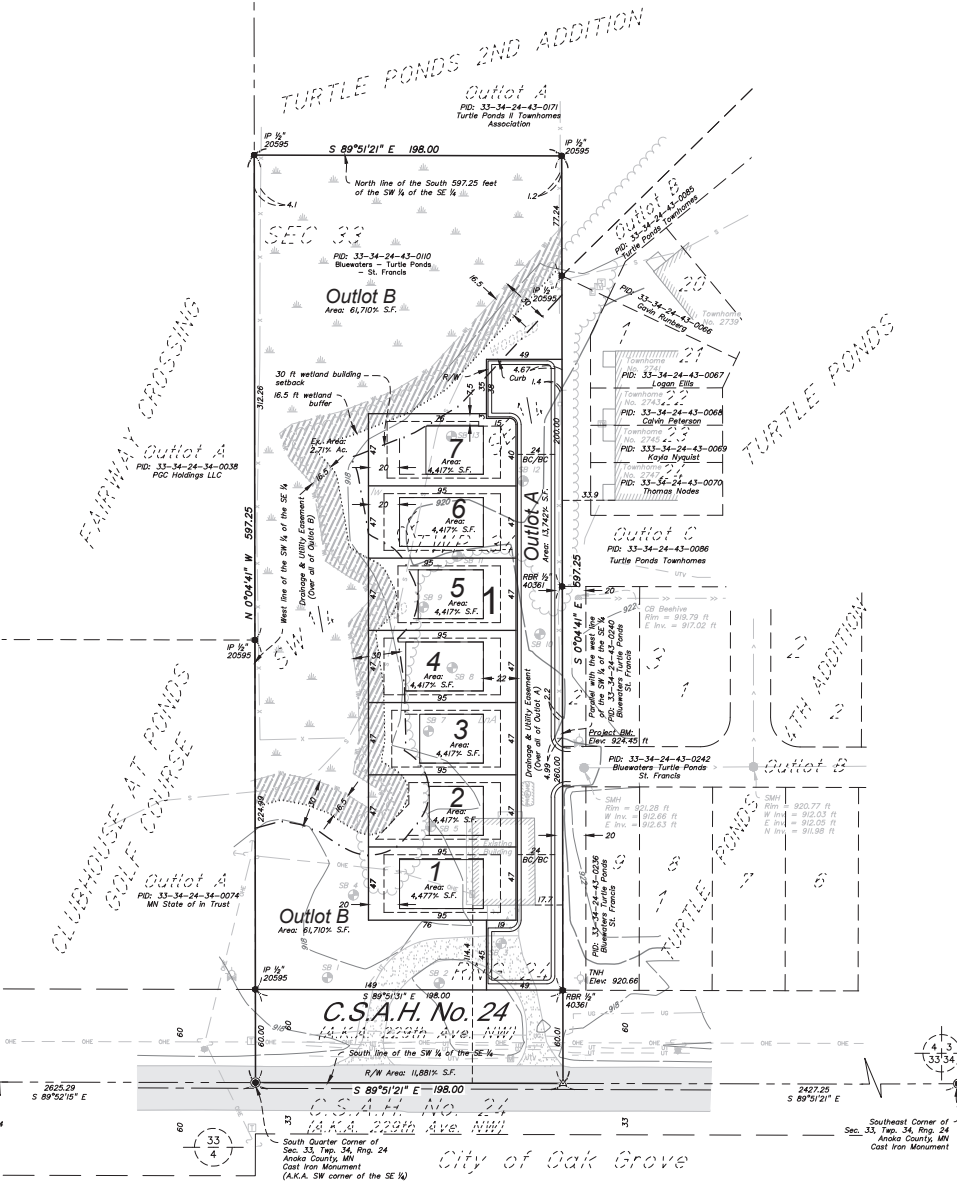
**ALLOWABLE BUILDING ENVELOPE DIMENSIONS**

Block	Lot	Envelope Size (ft.)
1	1	34x54
1	2	31.5x34.8
1	3	31.5x41
1	4	31.5x50
1	5	31.5x42
1	6	31.5x44
1	7	31x37

**VICINITY MAP**  
Sec. 33, Twp. 34, Rng. 24  
Anoka County, MN



- LEGEND:**
- Denotes catch basin
  - Denotes electrical cabinet
  - Denotes mailbox
  - Denotes water service
  - Denotes sanitary manhole
  - Denotes water valve
  - Denotes sign
  - Denotes power pole
  - Denotes guy wire
  - Denotes telephone pedestal
  - Denotes cable television box
  - Denotes hydrant
  - Denotes soil boring
  - Denotes light pole
  - Denotes propane tank
  - Denotes delineated wetland interior
  - Denotes Thomas Ballou, L.S.
  - Denotes Terrence Rothenbacher, L.S.
  - Denotes blumious surface
  - Denotes concrete surface
  - Denotes gravel surface
  - Denotes wood fence
  - Denotes fence
  - Denotes underground television
  - Denotes underground telephone
  - Denotes overhead electric
  - Denotes underground gas line
  - Denotes tree line
  - Denotes right of way
  - Denotes major contour
  - Denotes minor contour
  - Denotes sanitary sewer
  - Denotes storm sewer
  - Denotes existing adjoiners
  - Denotes delineated wetland edge
  - Denotes building setback line
  - Denotes soil type boundary



Bearings are based on the Anoka County coordinate system (NAD83 8603). For the purpose of this plat, the line of the SW 1/4 of the SE 1/4 of Section 33, Township 34, Range 24, assumed to bear South 89 degrees 51 minutes 21 seconds East.

- Denotes found iron monument
- ⊙ Denotes found cast iron monument
- ⊙ Denotes set nail

**REFERENCE BENCHMARK:**  
MNDOT Geodetic Monument "0206 AB 3"  
Elevation = 915.83 feet (NAVD 88)

**PROJECT BENCHMARK:**  
Top nut hydrant near the Southwest corner of Outlet C TURTLE PONDS  
Elevation = 924.45 feet (NAVD 88)

**OWNER/DEVELOPER:**  
Bluewaters - Turtle Ponds  
- St. Francis, MN LLC  
17029 Vickers Street NE,  
Horn Lake, MN 55304

**SURVEYORS & ENGINEERS:**  
Bogart, Pederson & Associates, Inc.  
13076 First Street  
Becker, MN 55308-9322  
763-262-8822

**TOTAL AREA:** 2.71% Acres  
**TOTAL NET AREA:** 1.34% Acres  
Wet acreage excludes wetlands, wetland buffers and the land to be dedicated for right-of-way.

**EXISTING ZONING:** PUD  
**PROPOSED ZONING:** Turtle Run PUD

**DENOTES BUILDING SETBACKS:**  
Front 22' (to curb)  
Side 20' (to curb)  
Rear 20'

**Low Priority Wetland:**  
Building Setback: 30'  
Buffer: 16.5'

**LOT MINIMUMS:**  
Area: 4,200 S.F.

**Drainage and Utility Easements** are shown thus:  
  
N.T.S.  
Being 5 feet in width, and adjoining side lot, rear lot and back lot lines with and adjoining right of way, lines, rear lot lines and back lot lines unless otherwise shown on this plat.

**DATE:** 10/26/22  
**FIELD DATE:** October 10th, 2022  
**BK/PG:** 2.09/Pg. 51  
**DRAWN BY:** CK  
**CHECKED BY:** SSB/CAW  
**DWG FILE:** 22-0440Prelim  
**FILE NO:** 22-0440.00

**REVISIONS:**  
3-17-23 Revise development layout  
5-18-23 Revise development layout  
6-1-23 Add net acreage

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Signed: *Craig Wensmann*  
Craig Wensmann  
Date: 3/17/23 Lic. No. 47466

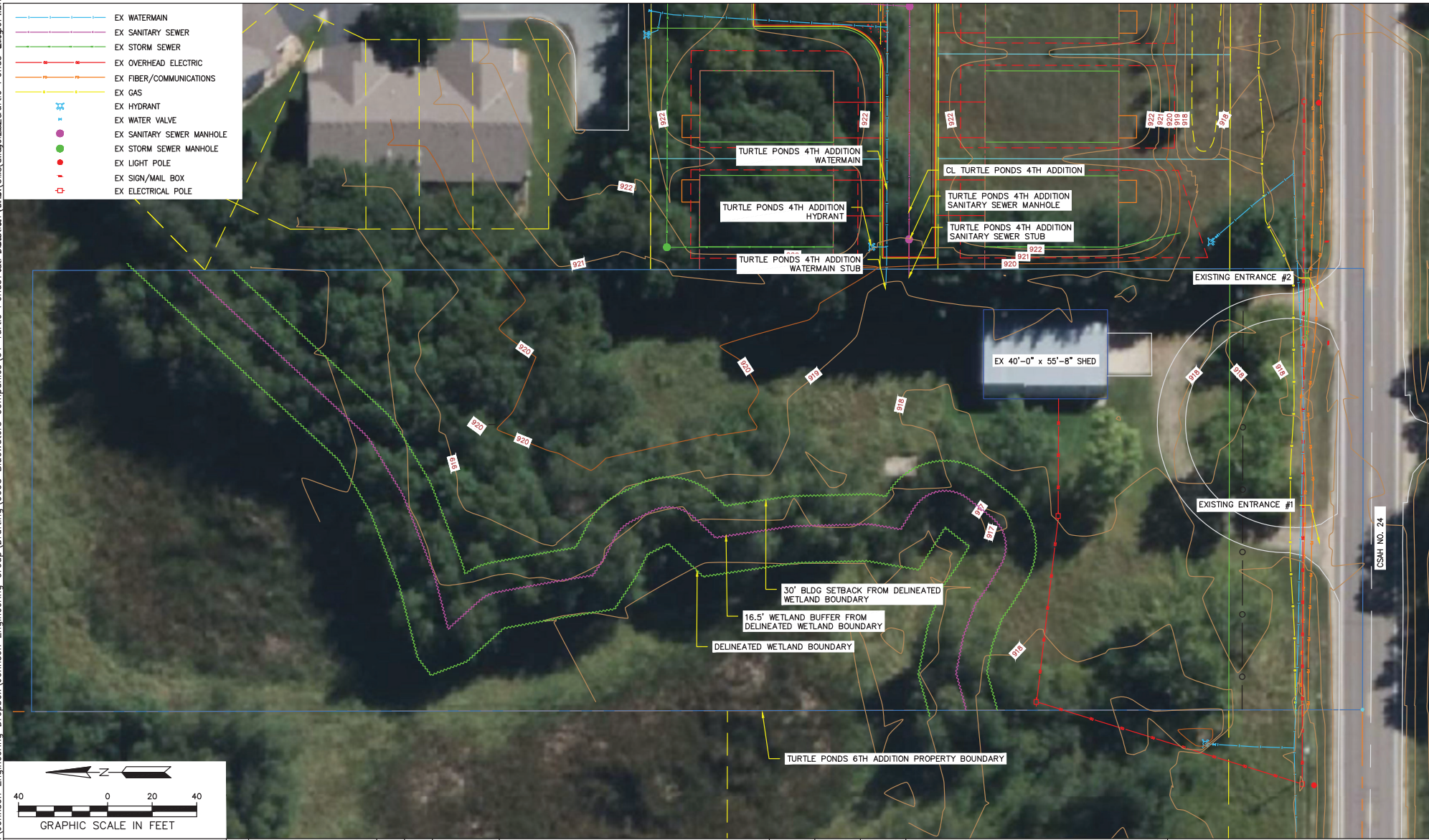


**PRELIMINARY PLAT**  
for  
Bluewaters - Turtle Ponds  
- St. Francis  
TURTLE PONDS 6TH ADDITION  
City of St. Francis  
Anoka County, MN

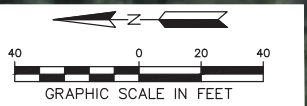
**BOGART, PEDERSON & ASSOCIATES, INC.**



C:\Users\mpioh\Johnson Engineering Group\Drafting\0093 BlueWaters Companies\01 Turtle Ponds 6th Addition\Turtle Ponds 6th Addition.dwg



- EX WATERMAIN
- EX SANITARY SEWER
- EX STORM SEWER
- EX OVERHEAD ELECTRIC
- EX FIBER/COMMUNICATIONS
- EX GAS
- EX HYDRANT
- EX WATER VALVE
- EX SANITARY SEWER MANHOLE
- EX STORM SEWER MANHOLE
- EX LIGHT POLE
- EX SIGN/MAIL BOX
- EX ELECTRICAL POLE



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

NAME: *[Signature]*

DATE: 5/18/2023 LIC. NO. 15051

1	Comments from City	MPJ	DJJ	5/18/2023
REV	REVISION DESCRIPTION	DWN	APP	REV DATE

**JEG** JOHNSON ENGINEERING GROUP

PO Box 384  
Winona, MN 56101  
(507) 832-8450

DWN BY MPJ	CHK'D MPJ	APP'D DJJ	PROJECT Turtle Ponds 6th Addition	SHEET TITLE Existing Conditions Plan
DWG DATE 3/17/2023	CLIENT BlueWaters Companies, Inc 17029 Vickers Street NE Ham Lake, MN 55304	PROJECT NO. 0093-01	SHEET NO. C-101	REV NO. 1
SCALE 1"=40'				





DATE	DESCRIPTION	ISSUE NO.
01/09/2023	FINAL MAINT. SUBMITTAL	0
04/24/2023	REVISIONS PROJECT COMMENT	2
05/17/2023	REVISIONS PROJECT COMMENT	3

**TURTLE PONDS  
6TH ADDITION**  
ST. FRANCIS, MN

PROJECT TITLE:  
CLIENT:

**JOHNSON  
ENGINEERING  
GROUP**  
PO BOX 384  
WINONA, MN 55901  
PHONE: 507-622-1735  
WWW.JOHNSONGENGRP.COM

PROJECT NO.: 0021-01

DRAWN BY: PAG CKED BY: LNJ APP'D BY: LNJ

ISSUE DATE: 05-17-2023

ISSUE NO.: 3

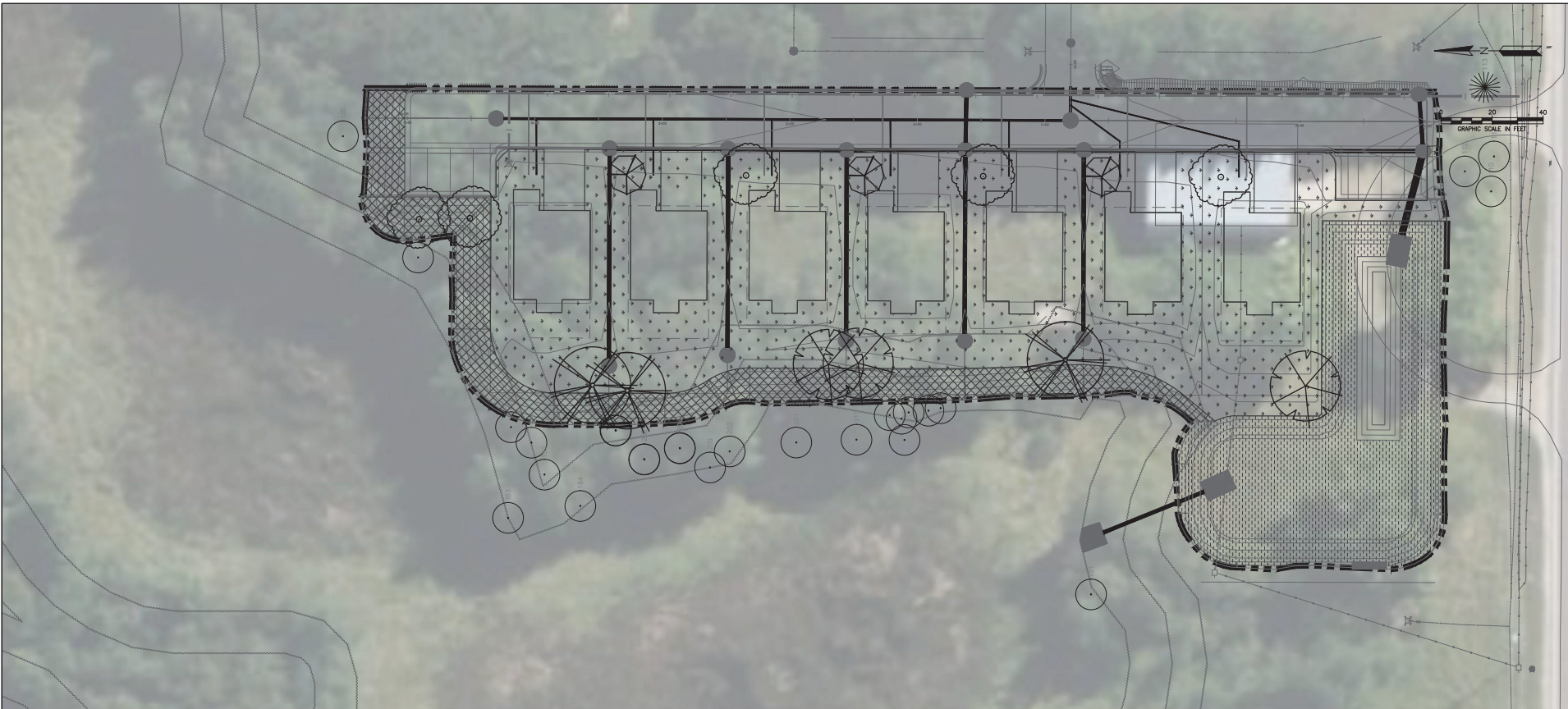
SHEET TITLE:

LANDSCAPE PLAN

SHEET NO.:

L-102

118



**PLANT SCHEDULE**

SYMBOL	QTY.	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING O.C.	MATURE DIMENSIONS
<b>DECIDUOUS TREES</b>						
11						
11D	5	Ironwood	Ostrya virginiana	2" DB	AS SHOWN	H 25-40' W 30' 30'
11B	3	River Birch	Betula nigra	2" DB	AS SHOWN	H 40-60' W 30' 40'
QUA	3	Quaking Aspen	Populus tremuloides	2" DB	AS SHOWN	H 25-40' W 30' 30'
<b>ORNAMENTAL TREES</b>						
3						
ALS	3	Serviceberry	Amelanchier	2" DB	AS SHOWN	H 15-25' W 15' 25'

**GENERAL NOTE**

HOUSES AND DRIVEWAYS SHOWN ARE FOR SCHEMATIC PURPOSES AND MAY ADJUST BASED ON FINAL HOUSE OPTION CHOSEN FOR THE LOT

**WARNING:**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG

**GOPHER STATE ONE CALL**

TWIN CITY AREA: 651-454-0002  
TOLL FREE 1-800-252-1166

**LANDSCAPE REQUIREMENTS**

**SEC 19-73.04 C 1 A MINIMUM PLANTING REQUIREMENTS - NOTES**  
1. SINGLE- AND TWO-UNIT RESIDENTIAL. ALL NEW SINGLE- OR TWO-UNIT UNITS SHALL FOLLOW THE SODDING AND GROUND COVER REQUIREMENTS FOUND IN ITEM D (19-73.D), AND SHALL PLANT A MINIMUM OF TWO (2) DECIDUOUS TREES PER DWELLING UNIT, OF WHICH A MINIMUM OF ONE (1) IN TOTAL SHALL BE PLACED IN THE FRONT YARD.

**SEC 19-73.04 D SODDING AND GROUND COVER**  
1. ALL OPEN AREAS OF THE SITE NOT OCCUPIED BY BUILDING, PAVEMENT, PONDING, OR LANDSCAPING PLANTING SHALL BE EITHER SEED OR SODDED.  
2. THE PROPERTY OWNER SHALL ASSURE THAT THE FRONT, SIDE, AND REAR YARDS OF EACH LOT ARE PROPERLY GRADED TO ALLOW FOR PROPER DRAINAGE AND MAINTENANCE. FOUR (4) INCHES OF TOP SOIL SHALL BE UNIFORM ADDED. SOD SHALL BE LAID TO COMPLETE THE FRONT YARD INCLUDING RIGHT-OF-WAY, AND SEEDING OR SODDING HAS BEEN ADDED TO THE REMAINDER OF THE DISTURBED AREA OF THE LOT. SEEDING MUST EITHER BE PROTECTED WITH A HYDRO-MULCH BINDER OR BIOGRADABLE RESTORATION BLANKETING. SEEDING WILL BE ALLOWED IN THE FRONT YARD ONLY IF A SPRINKLER SYSTEM IS ALSO INSTALLED.

**PROJECT MINIMUM PLANTING CALCULATIONS**

7 SINGLE-UNIT RESIDENCES X 2 DECIDUOUS TREES PER UNIT = 14 NEW DECIDUOUS TREES

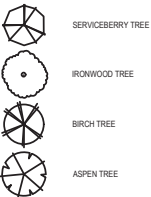
**CITY OF ST. FRANCIS DESIGN STANDARDS AND CRITERIA**

1. ALL BUILDINGS SHALL HAVE AT LEAST ONE (1) EXTERIOR WATER SPOUT PER 2,000 SQUARE FOOT OF BUILDING FOUNDATION OR AN IRRIGATION SYSTEM TO ENSURE THAT LANDSCAPE MAINTENANCE CAN BE ACCOMPLISHED. NON-RESIDENTIAL DEVELOPMENTS WITH A BUILDING FOOTPRINT OF MORE THAN 1,500 SQUARE FEET AND RESIDENTIAL DEVELOPMENTS (EXCLUDING SINGLE-UNIT HOMES) WITH A BUILDING FOOTPRINT OF MORE THAN 4,000 SQUARE FEET ARE REQUIRED TO HAVE AN IRRIGATION SYSTEM.

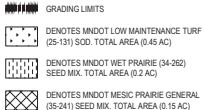
**CITY OF ST. FRANCIS PLANTING NOTES**

- PRIOR TO TREE STAKING AND PLANTING OPERATIONS CONTRACTOR MUST CONTACT GOPHER STATE ONE CALL (WWW.GOPHERSTATEONECALL.COM OR 811) TO VERIFY UNDERGROUND UTILITIES. WHERE PRIVATE UTILITIES EXIST ON-SITE THE CONTRACTOR IS REQUIRED TO HAVE THOSE LOCATED AS WELL.
- PLANT MATERIALS SHALL MEET AMERICAN STANDARDS FOR NURSERY STOCK: ANSI Z60.1 LATEST EDITION. HTTP://AMERICANHORT.ORG/DOCUMENTS/ANSI\_NURSERY\_STOCK\_STANDARDS\_AMERICANHORT\_2014.PDF
- NO PLANT SUBSTITUTIONS SHALL BE MADE WITHOUT THE PRIOR WRITTEN AUTHORIZATION FROM THE CITY.
- ALL TREE PROTECTION MEASURES TO BE FIELD STAKED PRIOR TO INSTALLATION. CONTRACTOR TO COORDINATE FIELD REVIEW OF PROPOSED TREE PROTECTION LOCATIONS WITH THE CITY AND PROJECT LANDSCAPE ARCHITECT PRIOR TO ANY TREE PROTECTION INSTALLATION.
- ALL TREE LOCATIONS TO BE FIELD STAKED PRIOR TO INSTALLATION. CONTRACTOR TO COORDINATE FIELD REVIEW OF PROPOSED TREE LOCATIONS WITH THE CITY AND PROJECT LANDSCAPE ARCHITECT PRIOR TO ANY TREE INSTALLATION.
- ALL PLANTS SHALL BE PLANTED IMMEDIATELY UPON ARRIVAL TO PROJECT SITE. NO PLANT MATERIAL IS TO BE LEFT OVERNIGHT ON THE PROJECT SITE WITHOUT BEING INSTALLED UNLESS WRITTEN APPROVAL BY CITY.
- TREES AND SHRUBS SHALL NOT BE PLANTED IN THE RIGHT-OF-WAY EXCEPT AS APPROVED BY THE CITY COUNCIL.
- ALL PLANTS REQUIRED AS PART OF AN APPROVED LANDSCAPING PLAN SHALL BE MAINTAINED AND KEPT ALIVE AND IN A HEALTHY CONDITION. DEAD PLANTS SHALL BE REPLACED IN KIND AND IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN PROVIDED SITE AND ENVIRONMENTAL CONDITIONS ARE NOT PROHIBITIVE.
- ALL NEW PLANTS SHALL BE GUARANTEED FOR TWELVE (12) MONTHS FROM THE TIME ALL PLANTING HAS BEEN COMPLETED AND A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED. ALL PLANTS SHALL BE ALIVE, OF GOOD QUALITY, WITH NO SIGNS OF STRESS, AND DISEASE FREE AT THE END OF THE WARRANTY PERIOD OR THEY SHALL BE REPLACED. ANY REPLACEMENTS SHALL BE WARRANTED FOR 12 MONTHS FROM THE TIME OF REPLACEMENT.
- ALL AREAS DISTURBED ADJACENT TO THE PROJECT SITE INCLUDING BOULEVARDS SHALL BE REPAIRED AND MAINTAINED PER CITY DIRECTION.
- PROVIDED A THREE YEAR MAINTENANCE PLAN FOR ALL SEEDING OF PLANT MATERIALS AREAS WITHIN ALL COMMERCIAL PROPERTIES, COMMONLY HELD HOA AREAS, CITY OUTLOTS AND R.O.W AREAS.

**PLANT LEGEND**

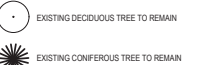


**GROUND COVER LEGEND**



- SEEDING WILL BE ALLOWED IN THE FRONT YARD ONLY IF A SPRINKLER SYSTEM IS ALSO INSTALLED.
- THE SUGGESTED SEEDING RATE FOR MNDOT LOW MAINTENANCE TURF (25-131) IS 220 LB/AC.
- THE SUGGESTED SEEDING RATE FOR MNDOT WET PRAIRIE (34-262) IS 14.5 LB/AC.
- THE SUGGESTED SEEDING RATE FOR MNDOT MESIC PRAIRIE GENERAL (35-241) IS 36.5 LB/AC.
- PLEASE REFER TO THE MNDOT SEEDING MANUAL FOR SEEDING BED PREPARATION, METHOD AND APPLICATION RATE.
- ALL TEMPORARILY DISTURBED AREAS TO BE SEEDING WITH MNDOT LOW MAINTENANCE TURF (25-131) UNLESS NOTED OTHERWISE.

**PRESERVATION LEGEND**



Preliminary Plat



**ENGINEERING REVIEW  
for City of St. Francis  
by  
Hakanson Anderson**

---

**Submitted to:** Colette Baumgardner, Community Development Director

**cc:** Kate Thunstrom, City Administrator  
Beth Richmond, City Planner  
Greg Chaffin, Bluewaters Companies, Inc.

**Reviewed by:** Shane Nelson, Assistant City Engineer

**Date:** June 15, 2023

**Proposed Plat Name:** Turtle Ponds 6<sup>th</sup> Addition

**Property Description:** 33-34-24-43-0110

**Applicant:** Bluewaters Companies, Inc.

**Owners of Record:** Bluewaters-Turtles Ponds-St Francis

**Jurisdictional Agencies:** City of St. Francis, Anoka County, MDH, MPCA,  
(but not limited to) URRWMO

**Permits Required:** City Approval, DNR Water Appropriation Permit, MPCA  
(but not limited to) NPDES Permit, MPCA Sanitary Sewer Extension Permit, MDH Watermain Extension Permit

## **INFORMATION AVAILABLE**

Preliminary Site Development Plans, 5/18/2023 revision, prepared by Johnson Engineering Group

Preliminary Plat, 5/18/2023 revision, prepared by Bogart, Pederson & Associates, Inc.

Wetland Management Plan, prepared by Kjolhaug Environmental

Geotechnical Report, dated November 30, 2022, prepared by Haugo Geotechnical Services

## **PRELIMINARY PLAT**

1. The subdivision layout as depicted on the Preliminary Plat appears generally conducive to the property. See City Planner's review memo for information regarding the planned unit development and zoning review.
2. The City utilities are proposed to be located within Outlot A. A drainage and utility easement is proposed over all of Outlot A. Additionally, 10 feet of drainage and utility easement will be dedicated at the front of the lots, adjacent to Outlot A. The proposed drainage and utility easements as depicted on the Preliminary Plat are acceptable to allow for future maintenance responsibilities of the City's infrastructure.

## **SANITARY SEWER AND WATER SUPPLY**

1. The sanitary sewer will be extended from the existing stub located near the west property line of Turtles Ponds 4<sup>th</sup> addition.
2. An additional sanitary sewer manhole shall be provided to the South of the proposed Lot 1, Block 1 such that the services for Lots 1-2 can be provided generally perpendicular to the sanitary sewer main.
3. A connection to the City water distribution system will be made near the west property line of Turtle Ponds 4<sup>th</sup> addition. Additionally, a secondary water connection will be made to the City's water distribution system which is located within the CSAH 24 right-of-way. The proposed connections are acceptable.

## **STREETS**

1. The proposed subdivision is proposed to be served by a private street system. The streets appear to meet the City's minimum required design standards.

## **GRADING AND EROSION CONTROL**

1. Redundant sediment control devices (silt fence) are required for grading adjacent to wetlands or surface water when a 50' buffer of natural vegetation is not maintained. Please provide on final plans.
2. The High Water Level shall be labeled on the Overall Site Grading Plan for the proposed stormwater basin and the adjacent wetland. Please provide on the final plans.

## **WETLANDS**

1. A Wetland Delineation Report was received and a Notice of Decision approving the wetland boundary and type was issued on September 15, 2022. No wetland impacts are proposed with this subdivision.
2. A Wetland Management Plan has been received for this project. The Wetland Management Plan is acceptable.
3. URRWMO rules and City ordinances (10-91-4) requires a wetland buffer adjacent to the existing wetland. Wetland buffers must also be marked with permanent signs (10-91-4.C.8.f). Please depict the location of the wetland buffer signage on the final plans.

## **STORMWATER MANAGEMENT**

1. This site proposes to manage the stormwater with a constructed stormwater pond as required by City ordinances and URRWMO requirements. The proposed pond will utilize a wet detention basin with an adjacent infiltration shelf.
2. The stormwater management system, once constructed, will be privately maintained by the Homeowner's Association. It will be necessary for the Applicant to enter into a Stormwater Maintenance Agreement with the City to ensure the long-term operation and maintenance of the stormwater basin.

## **OTHER ITEMS**

1. The applicant shall coordinate removal of the existing access from CSAH 24 with the Anoka County Highway department.
2. Specifications shall be submitted with the final plans for review and approval.

## **SUMMARY**

We recommend approval of the Preliminary Plat subject the Applicant addressing the comments as contained herein.





## PLANNING COMMISSION AGENDA REPORT

**TO:** St. Francis Planning Commission

**FROM:** Beth Richmond, Planner

**SUBJECT:** Turtle Ponds 6<sup>th</sup> Addition – Comprehensive Plan Amendment, Rezoning, Preliminary Plat

**DATE:** 06-14-2023 for 06-21-2023 meeting

**APPLICANT:** Bluewater Builders (Greg Chaffin)

**LOCATION:** 2761 229<sup>th</sup> Ave NW

**COMP PLAN:** Commercial

### OVERVIEW:

The City has received an application for a residential development at 2761 229<sup>th</sup> Ave NW (PID 33-34-24-43-0110). The 2.5-acre site is primarily vacant today, with a single pole shed located on the southeast corner of the site. A large wetland complex exists along the north and west areas of the property. The site is surrounded by the Turtle Run Planned Unit Development (PUD) and is proposed to be rezoned to this PUD as part of this project. The Turtle Run PUD includes the Ponds Golf Course located to the west of the site and the townhomes located to the north and east (Turtle Ponds 2<sup>nd</sup> and 4<sup>th</sup> Additions).



The proposed development includes 7 detached townhome lots and is proposed to be called Turtle Ponds 6<sup>th</sup> Addition. The project incorporates a roadway extension from the abutting Turtle Ponds 4<sup>th</sup> Addition which was approved in March 2020.

A concept plan for this site was reviewed by the Planning Commission and City Council in June and July 2022. At that time, the applicant was proposing a mix of residential and commercial uses. The applicant has revised the project design so that the entire site will now be used for residential purposes.

The land use and subdivision requests to be considered include a Comprehensive Plan Amendment from Commercial to Medium Density Residential, a rezoning to the Turtle Run PUD, and a preliminary plat.

**REVIEW PROCEDURE**

***60-Day Land Use Application Review Process***

Pursuant to Minnesota State Statutes Section 15.99, local government agencies are required to approve or deny land use requests within 60 days. Within the 60-day period, an automatic extension of no more than 60 days can be obtained by providing the applicant written notice containing the reason for the extension and specifying how much additional time is needed. The deadline for the land use requests is July 31, 2023.

***120-Day Subdivision Review Process***

Pursuant to Minnesota State Statutes Section 462.358, local government agencies are required to approve or deny subdivision requests, such as the preliminary plat, within 120 days. The 120-day timeline for the review of the preliminary plat expires on September 29, 2023.

***Public Hearing***

City Code requires that a public hearing for review of the land use and subdivision requests be held by the Planning Commission. The public hearing notice was published in the Anoka County Union Herald on June 9, 2023 and posted on the City Hall bulletin board on June 7, 2023. The public hearing notice was mailed to all affected property owners located within 350 feet of the subject property on June 7, 2023.

**ANALYSIS**

***Comprehensive Plan***

An amendment to the Comprehensive Plan relating to this project is requested to change the land use designation for the entire site from Commercial to Medium Density Residential (MDR). The MDR land use category is appropriate for attached and detached single family housing at a net density of 3-7 units per net acre. The proposed project includes the development of 7 detached townhome lots at a proposed net density of 5.22 units per acre. Land within the Turtle Run PUD to the north and east of this site is also guided for MDR use. Staff recommends approval of the requested Comprehensive Plan amendment to reguide this site to MDR as the proposed project is consistent with adjacent land uses and the MDR land use category.

Any approvals granted by the City Council for this project will be conditioned upon the Metropolitan Council’s approval of the Comprehensive Plan amendment following the completion of the required 60-day adjacent and affected jurisdiction comment period on July 31, 2023.

**Planned Unit Development (PUD)**

The City's adopted zoning map currently includes this parcel as part of the Turtle Run PUD. However, the PUD was never amended to include the subject site. Therefore, a rezoning process is requested in order to add this site as part of the Turtle Run PUD. The proposed project meets the requirements outlined in the Turtle Run PUD for detached townhome uses:

Standard	Turtle Run PUD	Proposed
Minimum lot area	4,250 square feet	4,417 square feet
Minimum lot width	37 feet	44 feet
Minimum front setback	10 feet	22 feet
Minimum building separation	10 feet	15 feet
Minimum rear yard setback	0 feet	20 feet

The proposed project includes an access drive located along the east edge of the site near the westernmost lots of the 4<sup>th</sup> Addition of Turtle Ponds (Block 3 Lot 2 and Block 1 Lot 9). Staff is proposing to amend the Turtle Run PUD to require that principal structures be located at least 20 feet from the edge of any roadway to allow room for repairs and maintenance of the street and the utilities below. This new requirement will affect the way that the lots within the 4<sup>th</sup> Addition can develop. These lots are currently vacant and are owned by the applicant of the 6<sup>th</sup> Addition. The applicant has indicated that he will be able to meet this requirement. The Final Plat for the 4<sup>th</sup> Addition is included in the attachments for your reference.

**Preliminary Plat**

Streets & Parking

This development includes the extension of a private street to serve the 7 residential lots. The private street will extend north and south from the 4<sup>th</sup> Addition along the east side of the subject site. Because the developments are intended to be connected, the proposed private street was designed to meet the same street standards as the 4<sup>th</sup> Addition, including a 24' pavement width. The private street will be required to be maintained by the Homeowners Association (HOA) for the site.

The City requires that 2 parking spaces are provided per detached townhome unit. The detached townhome units are each proposed to garage as well as space for two vehicles to park directly in front of each garage. The applicant is also proposing to create 4 additional spaces for guest parking on each end of the access drive.

Landscaping

The applicant has provided a landscaping plan for the site. For residential developments, two deciduous trees are required per unit, with at least one of those trees being located in the front yard. An additional tree is required on Lot 2 and in the front yard on Lot 7. The applicant is proposing to plant a mix of Ironwood, River Birch, Quaking Aspen, and Serviceberry trees. While these trees are appropriate for residential developments, Staff recommends that the applicant consider revising the tree mix to include trees similar to those which were planted in the 4<sup>th</sup> Addition, including Maple, Honeylocust, and Hackberry.

Wetland



A large wetland exists along the north and west sides of the site. All principal structures will be located at least 30' from the wetland edge. The applicant is proposing a 16.5-foot wide buffer of native vegetation between the edge of the wetland and the proposed dwelling units. At this time, the applicant has not indicated that buffer averaging will be used for this site. The landscaping plan should be updated to reflect a 16.5' buffer on Lot 2.

A majority of the wet area of the site and the related buffer is located in Outlot B which will be covered by a drainage and utility easement. Any wetland or buffer area not within Outlot B will still be required to be included within a drainage and utility easement.

Utilities/Stormwater

The site will be served by City utilities. A stormwater facility is proposed within Outlot B on the south end of the site. The City Engineer is reviewing the grading, utility, and stormwater plans for the proposed development and has provided a comment memo which is attached to this packet.

**Recommendations**

***Action to be Considered:***

The Planning Commission is requested to hold the public hearing for the Comprehensive Plan amendment, rezoning, and preliminary plat. Following the public hearing, the Planning Commission is requested to take action on the requests and provide a recommendation to Council.

**Suggested Motions:**

1. Move to recommend approval of the Comprehensive Plan amendment to reguide the property at 2761 229<sup>th</sup> Ave from Commercial to Medium Density Residential with conditions and findings as presented by Staff.
2. Move to recommend approval of the rezoning to the Turtle Run PUD with conditions and findings of fact as presented by Staff.
3. Move to recommend approval of preliminary plat for the Turtle Ponds 6<sup>th</sup> Addition project with conditions and findings of fact as presented by Staff.

***Findings – Comprehensive Plan Amendment***

1. The proposed amendment is compatible with the surrounding land uses.
2. Public infrastructure is capable of serving the proposed development on this site.

***Conditions – Comprehensive Plan Amendment***

1. The Comprehensive Plan shall be submitted to the Metropolitan Council for final review and approval.
2. Approval of this request is subject to the concurrent approval of the related land use requests pertaining to the Turtle Ponds 6<sup>th</sup> Addition project.

***Findings – PUD***

1. The proposed rezoning is consistent with the City's 2040 Comprehensive Plan as amended and is compatible with present and future land uses of the area.
2. The site is currently surrounded by the Turtle Run PUD and will be a continuation of the development pattern established with the Turtle Ponds 4<sup>th</sup> Addition.

### **Conditions – PUD**

1. Approval of this request is subject to the concurrent approval of the related land use requests pertaining to the Turtle Ponds 6<sup>th</sup> Addition project.
2. Any expansion of this PUD shall require a PUD amendment as specified by Code Section 10-37-05 Amendment of a PUD.
3. Detached townhome units shall be allowed on the site and configured as shown on the preliminary plat.
4. All principal structures shall be set back at least 20 feet from the pavement edge of any street.
5. Applicant shall be responsible for all fees associated with these land use and subdivision applications.
6. Other conditions identified during the review process by Staff, the Planning Commission, or the City Council.

### **Findings of Fact – Preliminary Plat**

1. The proposed rezoning is consistent with the City's 2040 Comprehensive Plan as amended and is compatible with present and future land uses of the area.
2. Excluding the exceptions granted by the PUD, the development is consistent with the City's Zoning Ordinance with noted conditions.
3. City services have adequate capacity to serve the proposed development.

### **Conditions – Preliminary Plat**

1. Any approvals granted by the City Council for this project will be conditioned upon the Metropolitan Council's approval of the associated Comprehensive Plan amendment.
2. Approval of this request is subject to the concurrent approval of the related land use requests pertaining to the Turtle Ponds 6<sup>th</sup> Addition project.
3. Applicant shall dedicate a 60' wide strip of land along CSAH 24 to Anoka County as shown on the preliminary plat.
4. Applicant shall address any comments from Anoka County related to access or right-of-way.
5. Applicant shall establish a single HOA to serve both the 4<sup>th</sup> and 6<sup>th</sup> Additions of Turtle Ponds, or shall establish the right of the 6<sup>th</sup> Addition to utilize the private street through the 4<sup>th</sup> Addition through a cross access agreement or similar document.
6. Applicant shall revise the landscaping plan as follows:
  - a. Applicant shall provide one front yard tree on Lot 7.
  - b. Applicant shall provide one additional tree on Lot 2.
  - c. Update plan to show 16.5' wide buffer of native vegetation along the wetland edge as shown on the preliminary plat.
7. Applicant shall work with the Engineer to address any Engineering concerns or revisions listed in the Engineering Review Memo dated June XX, 2023.
8. Park dedication shall be satisfied at the time of final plat.
9. Applicant shall be responsible for all fees associated with these land use and subdivision applications.
10. Other conditions identified during the review process by Staff, the Planning Commission, or the City Council.

### **Attachments:**

1. Applicant Submittals
  - Preliminary Plat
  - Existing Conditions
  - Preliminary Grading Plan

- Preliminary Landscape Plan
2. Turtles 4<sup>th</sup> Addition Final Plat



## CITY COUNCIL AGENDA REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Craig Jochum, City Engineer  
**SUBJECT:** 2023 Rehabilitation Project  
**DATE:** July 17, 2023

### **OVERVIEW:**

Staff received bids for the 2023 Street Rehabilitation Project. The bids were opened on July 11, 2023 at 10:00 a.m. at the City Hall. A total of two bids were received. The bids were as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Park Construction Company	\$266,415.91
Asphalt Surface Technologies Corp.	\$266,513.16

The bid tabulation is attached. The engineers estimate for this project was \$257,418. The streets included in this project are Fox Street, 232<sup>nd</sup> Avenue, and 233<sup>rd</sup> Avenue from Highway 47 to Pederson Drive and Cree Street in front of City Hall. In general, the improvements include a 1.5-inch overlay, pedestrian ramp reconstruction to ADA standards, spot repair of concrete curb and gutter, and minor utility improvements such as manhole grouting.

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

The attached resolution accepts the bids and awards the contract to Park Construction Company in the amount of \$266,415.91. Consideration to adopt Resolution 2023-38 Resolution Accepting Bids and Awarding Contract.

### **BUDGET IMPLICATION:**

This project will be financed with Municipal State Aid Funds and Local Funds. Fox Street, 232<sup>nd</sup> Avenue, and 233<sup>rd</sup> Avenue are on the City's Municipal State Aid System therefore costs for these streets are eligible for reimbursement from the City's Municipal State Aid account. All costs associated with Cree Street will be financed with local city funds.

A summary of the construction cost for each funding source is as follows:

<b>Funding Source</b>	<b>Construction Cost</b>
Municipal State Aid Fund	\$240,624.95
Local Street Fund	\$25,790.95
Totals	\$266,415.91

These funds are available and appropriate for this project. The project bids were 3.4% higher than the engineers estimate however construction costs have been increasing more than 5% annually over the past few years.

Attachments:

- RESOLUTION 2023-38 – RESOLUTION ACCEPTING BIDS AND AWARDED CONTRACT
- BID TABULATION

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

RESOLUTION NO. 2023-38

A RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT  
FOR THE 2023 STREET REHABILITATION PROJECT

**WHEREAS**, pursuant to an advertisement for bids for the rehabilitation Fox Street, 232<sup>nd</sup> Avenue, and 233<sup>rd</sup> Avenue from Highway 47 to Pederson Drive and Cree Street in front of City Hall, bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Park Construction Company	\$266,415.91
Asphalt Surface Technologies Corp.	\$266,513.16

**AND WHEREAS**, it appears that Park Construction Company, of Minneapolis, Minnesota is the lowest responsible bidder:

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ST. FRANCIS, MINNESOTA THAT:**

1.

The Mayor Pro Tem and City Administrator are hereby authorized and directed to enter into a contract with Park Construction Company, of Minneapolis, Minnesota in the name of the City of St. Francis for the 2023 Street Rehabilitation Project, according to the plans and specifications therefore approved by the city council and on file in the office of the City Clerk.
2.

The City Engineer is hereby authorized and directed to return forthwith to all bidders the bid bond made with their bids, except that the bid bond of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 17<sup>TH</sup> DAY OF JULY, 2023.

ATTEST:

Jennifer Wida, City Clerk

APPROVED:

Joe Meuhlbauer, Mayor Pro Tem

**BID TABULATION**  
**City of St. Francis**  
**2023 Street Rehabilitation Project**

Agenda Item # 9B.

Bids were opened at 10:00 a.m., July 11, 2023.  
There were two (2) bids received, as shown herein.

Base Bid					Park Construction Company		Asphalt Surface Technologies Corp.	
ITEM NO.	Mn/DOT SPEC. NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	2021.501	MOBILIZATION	LUMP SUM	1	\$ 33,700.00	\$ 33,700.00	\$ 24,000.00	\$ 24,000.00
2	2104.502	SALVAGE CASTING	EACH	9	\$ 239.00	\$ 2,151.00	\$ 330.00	\$ 2,970.00
3	2104.503	SAWING CONCRETE PAVEMENT - FULL DEPTH	LIN FT	14	\$ 8.00	\$ 112.00	\$ 4.00	\$ 56.00
4	2104.503	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	LIN FT	698	\$ 4.00	\$ 2,792.00	\$ 3.00	\$ 2,094.00
5	2104.503	REMOVE CURB AND GUTTER	LIN FT	561	\$ 10.70	\$ 6,002.70	\$ 8.80	\$ 4,936.80
6	2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	20	\$ 53.60	\$ 1,072.00	\$ 16.50	\$ 330.00
7	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	371	\$ 11.60	\$ 4,303.60	\$ 15.40	\$ 5,713.40
8	2211.509	AGGREGATE BASE CLASS 5	TON	110	\$ 42.00	\$ 4,620.00	\$ 38.50	\$ 4,235.00
9	2232.604	MILL BITUMINOUS SURFACE	SQ YD	392	\$ 5.95	\$ 2,332.40	\$ 7.70	\$ 3,018.40
10	2232.604	MILL BITUMINOUS SURFACE (SPECIAL)	SQ YD	3803	\$ 2.85	\$ 10,838.55	\$ 2.53	\$ 9,621.59
11	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GALLONS	841	\$ 2.40	\$ 2,018.40	\$ 3.30	\$ 2,775.30
12	2360.504	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 3.0" THICK	SQ YD	149	\$ 40.30	\$ 6,004.70	\$ 37.95	\$ 5,654.55
13	2360.504	TYPE SP 12.5 WEARING COURSE MIXTURE (2;B) 2.5" THICK	SQ YD	130	\$ 40.80	\$ 5,304.00	\$ 37.95	\$ 4,933.50
14	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B)	TON	993	\$ 79.80	\$ 79,241.40	\$ 80.74	\$ 80,174.82
15	2504.602	ADJUST VALVE BOX - WATER	EACH	10	\$ 58.90	\$ 589.00	\$ 330.00	\$ 3,300.00
16	2506.502	INSTALL CASTING	EACH	9	\$ 538.00	\$ 4,842.00	\$ 1,100.00	\$ 9,900.00
17	2506.502	ADJUST FRAME AND RING CASTING	EACH	8	\$ 248.00	\$ 1,984.00	\$ 330.00	\$ 2,640.00
18	2506.502	ADJUST FRAME AND RING CASTING SPECIAL	EACH	2	\$ 1,270.00	\$ 2,540.00	\$ 1,375.00	\$ 2,750.00
19	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	LIN FT	2	\$ 2,230.00	\$ 4,460.00	\$ 1,980.00	\$ 3,960.00
20	2506.602	GROUT CATCH BASIN OR MANHOLE	EACH	21	\$ 178.00	\$ 3,738.00	\$ 275.00	\$ 5,775.00
21	2521.518	6" CONCRETE WALK	SQ FT	1090	\$ 21.00	\$ 22,890.00	\$ 22.00	\$ 23,980.00
22	2531.503	CONCRETE CURB AND GUTTER DESIGN SPECIAL	LIN FT	610	\$ 43.40	\$ 26,474.00	\$ 42.35	\$ 25,833.50
23	2531.618	TRUNCATED DOMES	SQ FT	217	\$ 65.10	\$ 14,126.70	\$ 71.50	\$ 15,515.50
24	2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	1	\$ 0.01	\$ 0.01	\$ 330.00	\$ 330.00
25	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$ 3,640.00	\$ 3,640.00	\$ 6,600.00	\$ 6,600.00
26	2564.518	SIGN PANELS TYPE C	SQ FT	24	\$ 98.80	\$ 2,371.20	\$ 82.50	\$ 1,980.00
27	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$ 116.00	\$ 116.00	\$ 1,000.00	\$ 1,000.00
28	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	561	\$ 2.85	\$ 1,598.85	\$ 3.30	\$ 1,851.30
29	2574.507	COMMON TOPSOIL BORROW	CU YD	39	\$ 126.00	\$ 4,914.00	\$ 60.00	\$ 2,340.00
30	2575.604	RESTORATION	SQ YD	554	\$ 12.00	\$ 6,648.00	\$ 5.50	\$ 3,047.00
31	2582.503	4" SOLID LINE MULTI-COMPONENT	LIN FT	50	\$ 3.70	\$ 185.00	\$ 3.85	\$ 192.50
32	2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT	LIN FT	205	\$ 7.40	\$ 1,517.00	\$ 7.70	\$ 1,578.50
33	2582.503	24" SOLID LINE MULTI-COMPONENT	LIN FT	26	\$ 11.10	\$ 288.60	\$ 11.55	\$ 300.30
34	2582.518	PAVEMENT MESSAGE MULTI-COMPONENT	SQ FT	41	\$ 14.80	\$ 606.80	\$ 15.40	\$ 631.40
35	2582.518	CROSSWALK MULTI-COMPONENT	SQ FT	252	\$ 9.50	\$ 2,394.00	\$ 9.90	\$ 2,494.80
<b>Total Base Bid</b>					<b>\$ 266,415.91</b>		<b>\$ 266,513.16</b>	

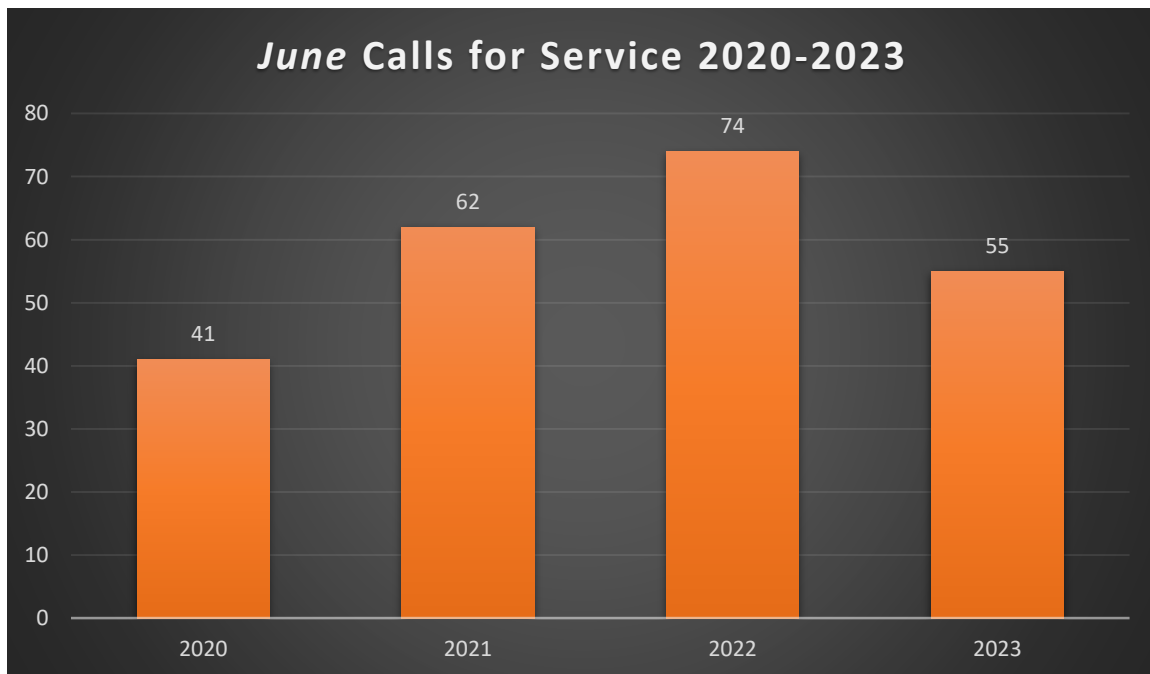
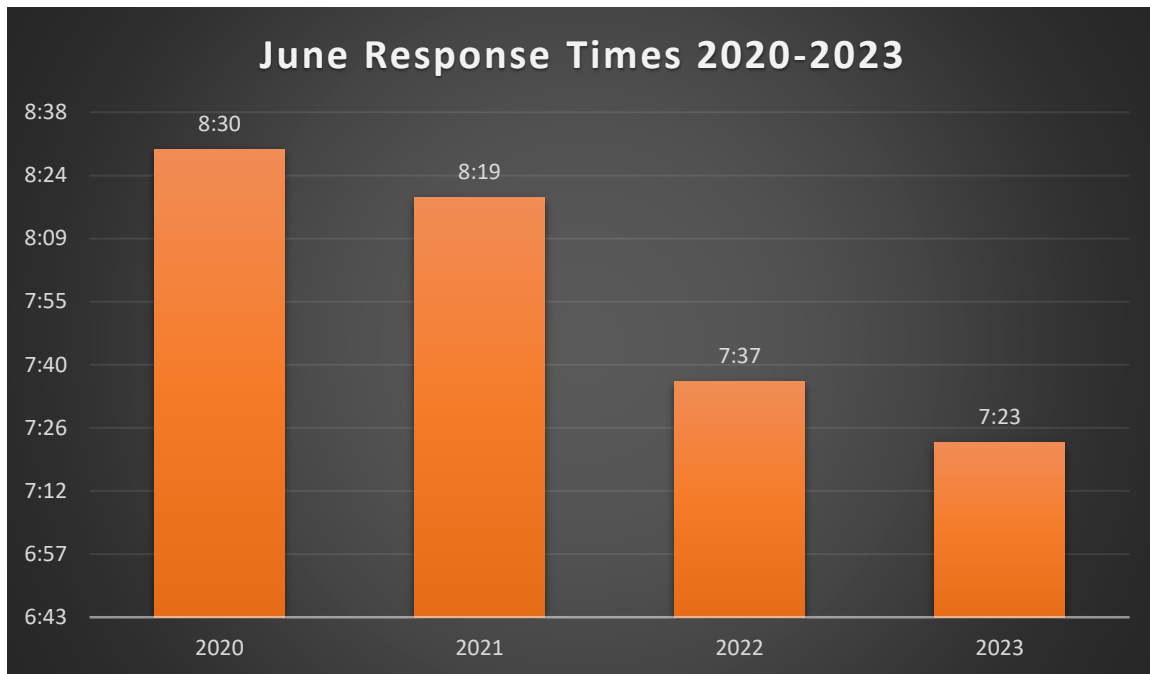
# MONTHLY COMPARISON REPORT 2020-2023

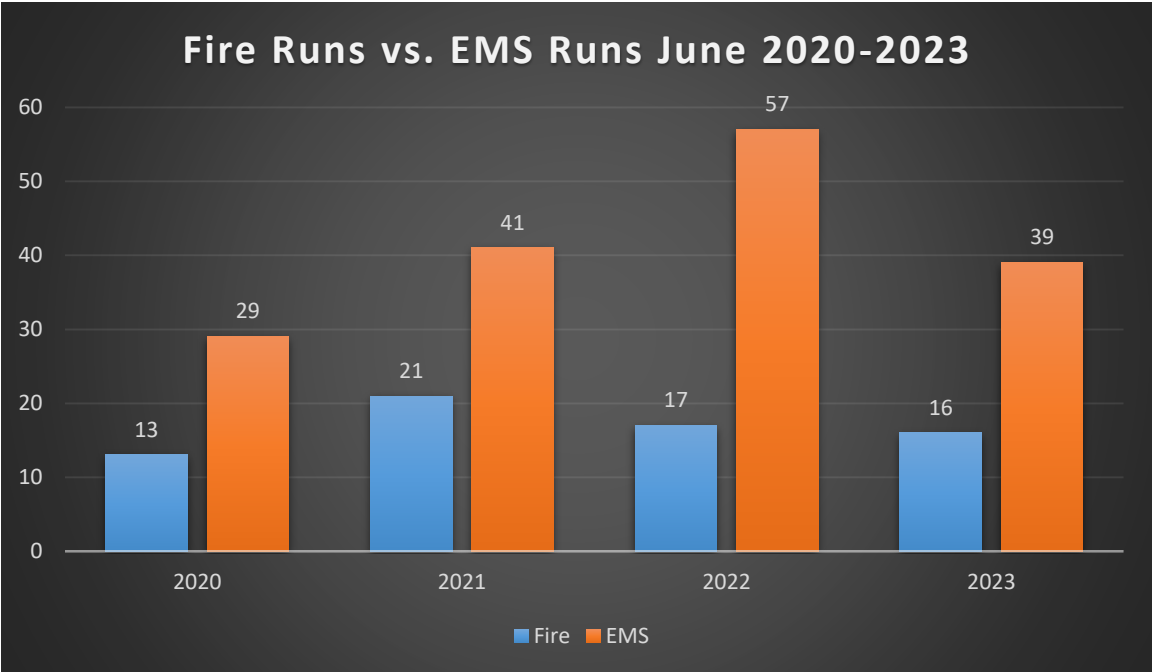
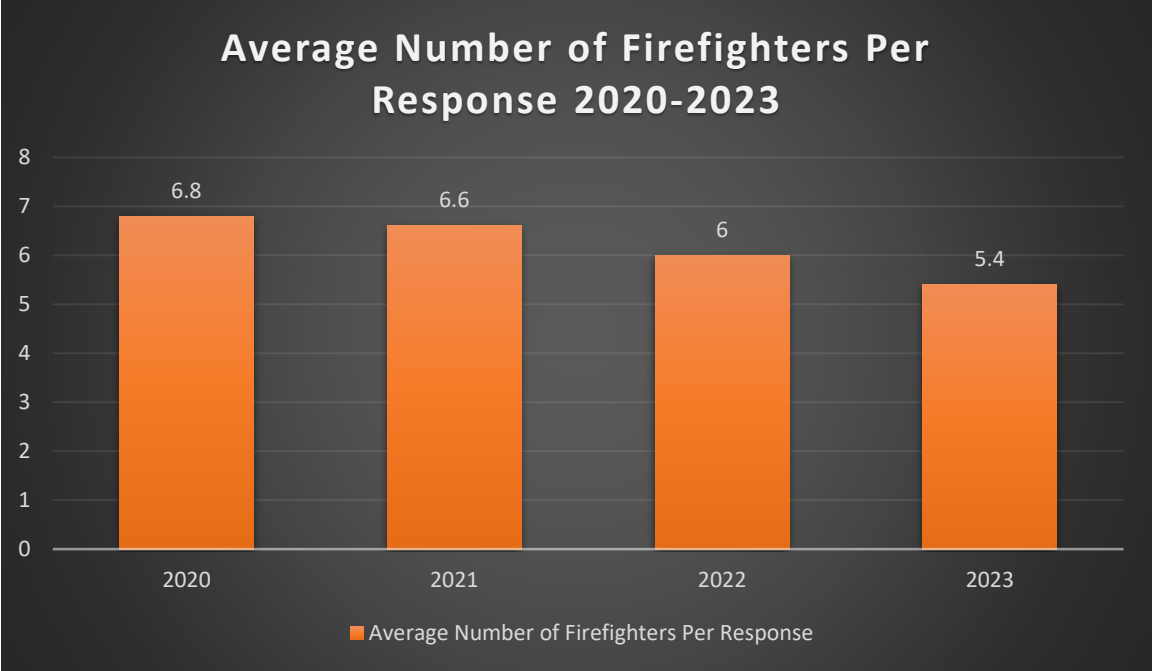
**Month of June**



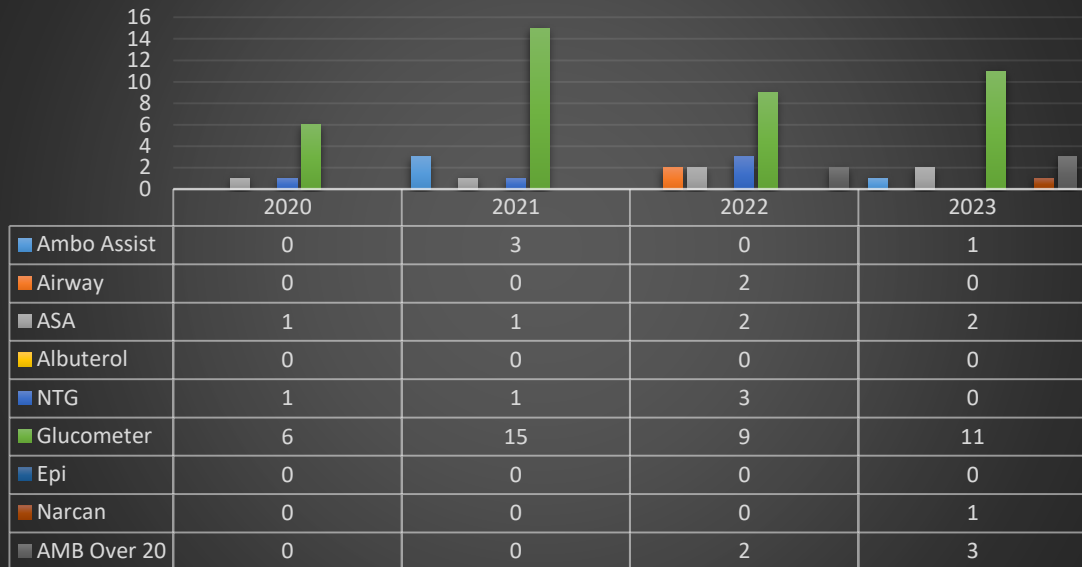
**ST. FRANCIS**  
***FIRE & RESCUE***



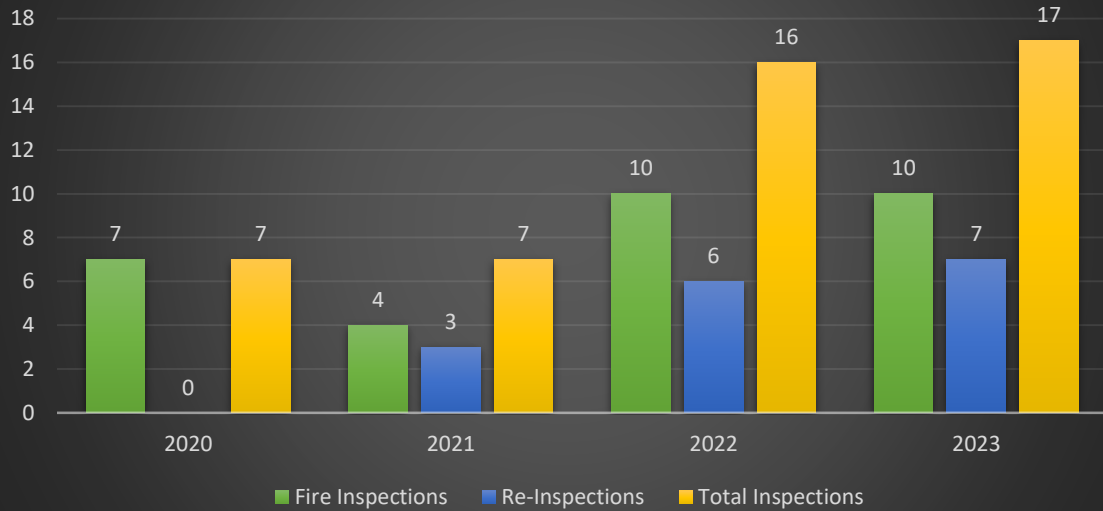




## Variance Usage June 2020-2023



## Fire Inspections June 2020-2023





## **Second Quarter Report 2023**

### **St. Francis Police Department**

Summer is in full swing and with the warmer temperatures, activity has picked up in the city. There was an overall increase in calls for service during the second quarter as well as an increase in traffic stops, citations issued, and cases referred to investigations. Several officers participated in multiple TZD events during the quarter focusing on seatbelt and impaired driving enforcement. Officers made 30 DWI arrests during the quarter and issued 168 citations with most being traffic related.

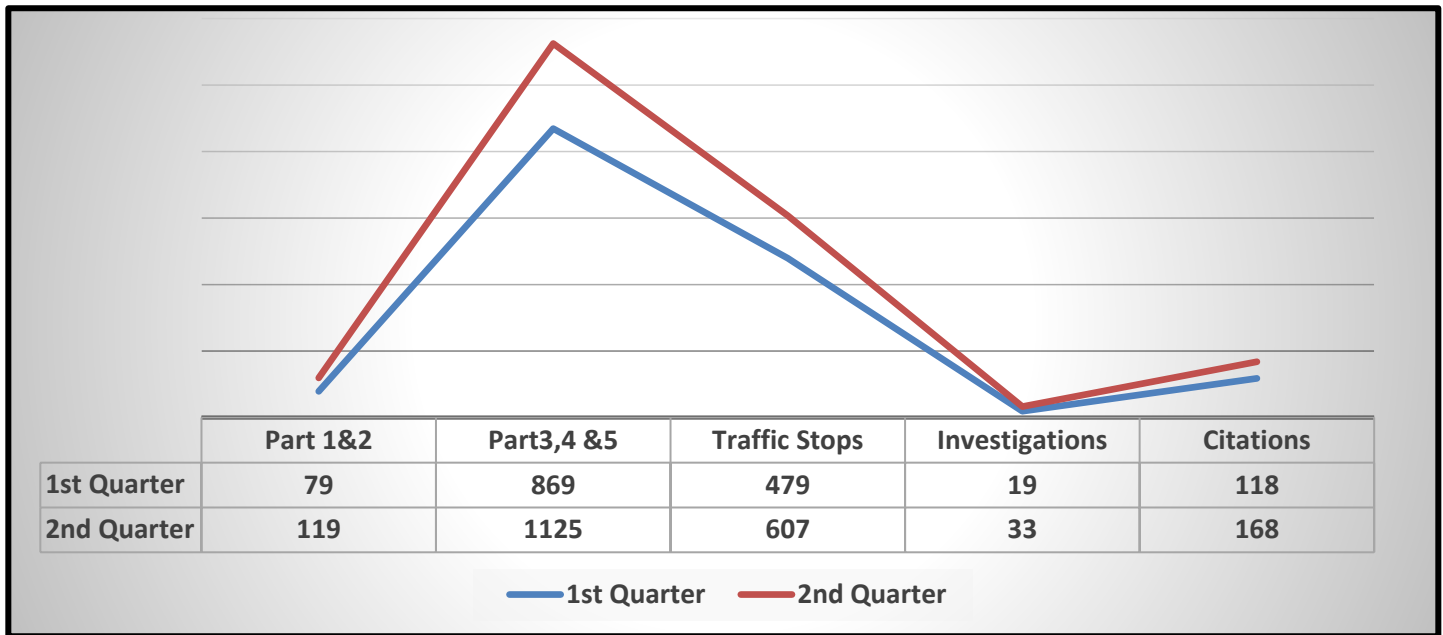
Community engagement also remains a top priority for the police department. The department hosted the 3<sup>rd</sup> annual Citizens Academy in April and May as well as the 7<sup>th</sup> annual Bike Rodeo in June. The department looks forward to many more events throughout the remainder of the year.

When not working, testfying in court, or participating in community engagement events officers spend a lot of their time training. Officers completed 218 hours of training during the quarter in areas including use of force, first aid/CPR, Pursuit Intervention Tactic (PIT), and mobile field force training.

The police department implemented an Unmanned Aerial Vehicle (UAV) program in May which will prove to be a useful tool for the police department and community. Four St. Francis officers became certified as UAV pilots during the quarter which was an extremely rigorous process.

The department is made up of a group of dedicated professionals who will continue to serve the St. Francis Community with integrity, respect, courage, and trust.

## SECOND QUARTER CALLS FOR SERVICE

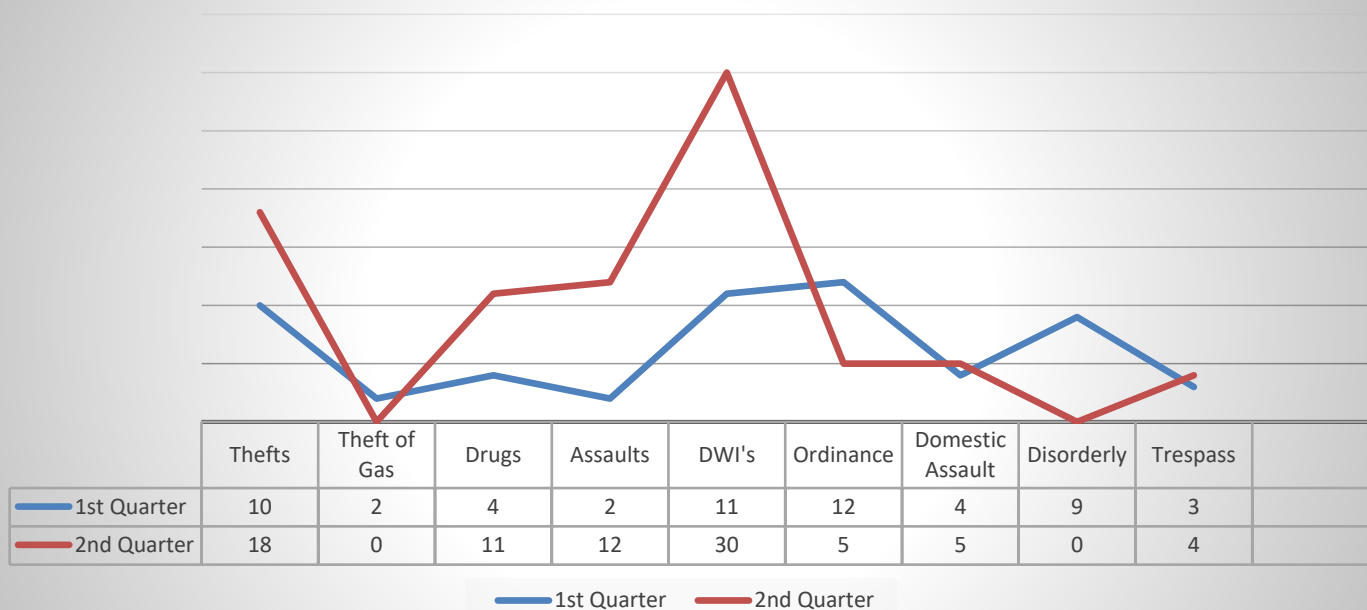


### DESCRIPTION EXAMPLES

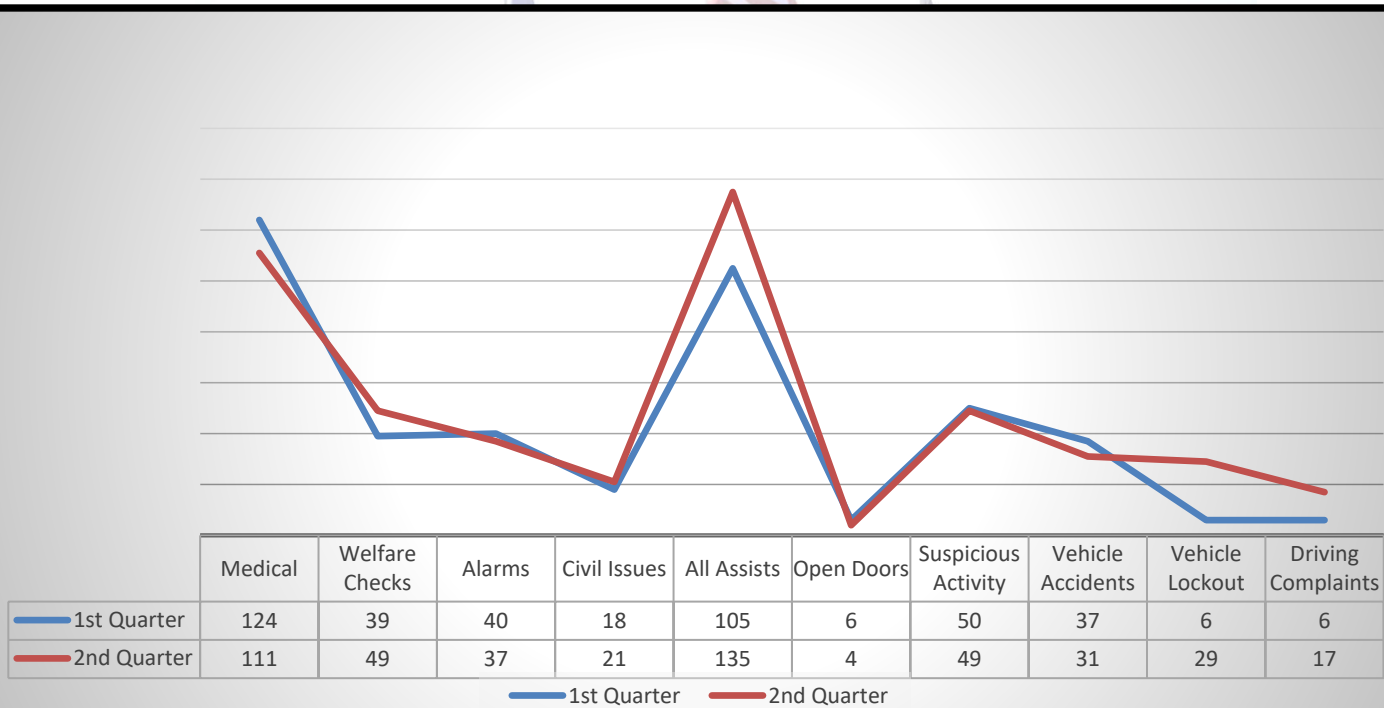
**PART 1 & 2:** Theft, Fraud, Damage to Property, Burglary, DWI and Assaults etc.

**PART 3, 4, & 5:** Suspicious Activity, Vehicle Lockouts, Animal Complaints, Welfare Checks, Vehicle Accidents, Alarms, Medical, Parking Complaints, MV Complaints, Warrant Arrests, Neighborhood Disputes, Extra Patrol Requests etc.

## CALLS FOR SERVICE BREAK DOWN PART 1 & 2 OFFENSES



## CALLS FOR SERVICE BREAK DOWN PART 3, 4, & 5 OFFENSES





# MINNESOTA TOWARD ZERO DEATHS

Minnesota TZD is the state's cornerstone traffic safety program that employs an interdisciplinary approach to reducing traffic crashes, injuries, and deaths on Minnesota roads. The program's vision is to reduce fatalities and serious injuries to zero.

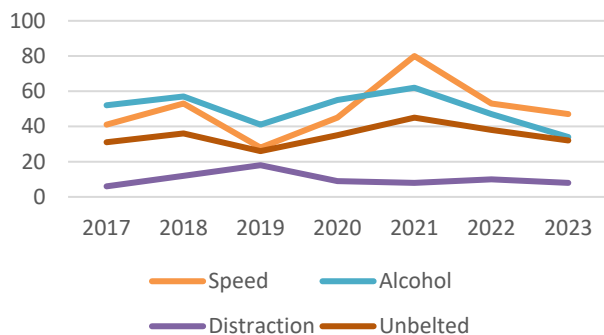
The program is a partnership between the Minnesota Departments of Public Safety, Transportation, and Health; the University of Minnesota; and other stakeholders.

## Weekly Traffic Fatality Update

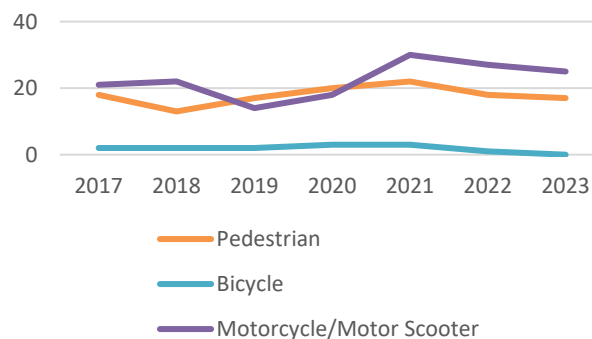
*(Year-to-Date Counts through June 25<sup>th</sup>)*

- In 2023 through June 25<sup>th</sup>, there were **156 traffic-related deaths on Minnesota roadways**. This is **8 percent less** than at this time last year (170) and **22 percent less** than 2021 (200), but **11 percent more** than in 2020 (140) and **6 percent more** than in both 2018 and 2019 (147).
- Alcohol-related deaths are **28 percent lower** than at this time last year, and at least **17 percent less** than any of the previous five years.
- Speed-related deaths are **11 percent less** than last year and **41 percent less** than in 2021, but **4 percent more** than in 2020 and **68 percent more** than in 2019.
- Unbelted deaths are **16 percent lower** than last year, **29 percent less** than in 2021, and the lowest since 2019.
- Motorcycle deaths (25) are **7 percent less** than last year (27) and **17 percent less** than in 2021 (30), but at least **14 percent higher** than any of the previous four years.

**MN Traffic Fatalities:  
Contributing Factors  
Jan 01-Jun 25**



**MN Traffic Fatalities: Person  
Type  
Jan 01-Jun 25**





## TRAINING

### UAV TRAINING

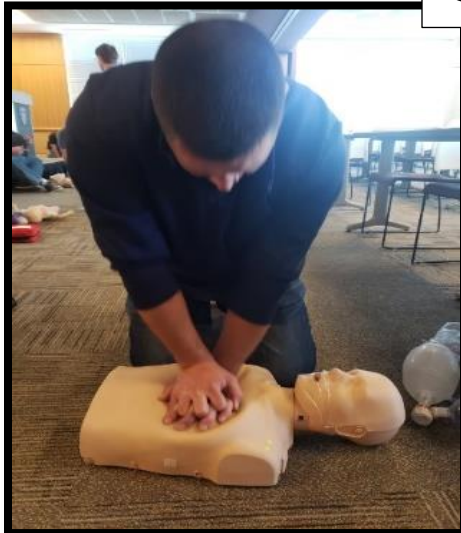




## PURSUIT INTERVENTION TACTIC (PIT)



## CPR TRAINING



## **UPCOMING EVENTS-2023**



**JOIN THE CITY OF ST. FRANCIS**

**FOR A PARTY IN THE PARK!**

**TUESDAY AUGUST 1, 5:00PM -7:00PM**

**Police squad cars to explore & giveaways for kids.**

**Fire trucks and water hoses to spray**

**Public Work trucks and give aways.**

**Rock climbing wall-Army National Guard**

**Life Link helicopter landing**

**Reins of Love Horse Farm**

**Petting Zoo**

**Root Beer Floats-St. Francis Chamber**

**Hot dogs & Chips – Lions**

**Kids Tattoos and Bake Sale-St. Francis Ambassadors**

**DJ and prizes**

**Food Venders**

**Dunk Tank-Bring a new school supply item for a  
chance to dunk a cop!**



**CONE WITH A COP**  
**August 17, 4P.M - 6P.M**



**SATURDAY, OCTOBER**  
**28, 2023**  
**9 A.M to 12Noon**



**SANTA**  
**DECEMBER,**  
**DATE & TIME- TBD**





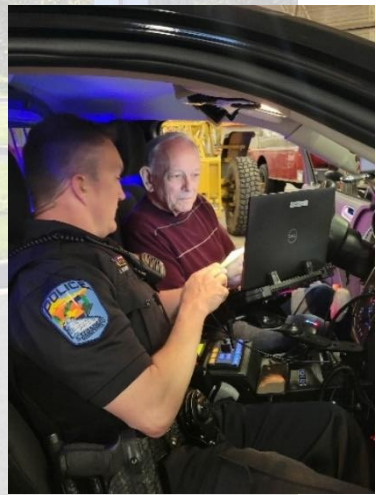
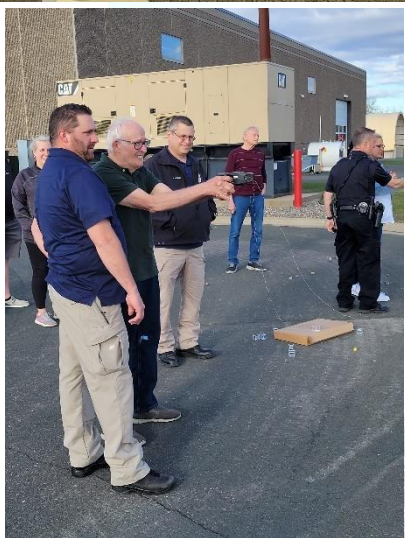
# SECOND QUARTER COMMUNITY CONNECTIONS

## BIKE RODEO





# CITIZENS ACADEMY





## FREE PET LICENSE DAY



## WINNING WITH COPS

