



CITY COUNCIL REGULAR MEETING

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

Tuesday, January 03, 2023 at 6:00 PM

AGENDA

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL OF AGENDA**
- 4. CONSENT AGENDA**
 - A. City Council Minutes - December 19, 2022
 - B. 2023 Appointments
Resolution 2023-01 approving the appointments for 2023
 - C. Policy Amendment – Police
 - D. Authorizing State of MN Agency Agreement #1052025
Resolution 2023-02 Authorizing State of Minnesota Agency Agreement #1052025
Between the Department of Transportation and the City of St. Francis
 - E. Planning Commission Appointment
 - F. Payment of Claims
- 5. MEETING OPEN TO THE PUBLIC**
- 6. SPECIAL BUSINESS**
- 7. PUBLIC HEARING**
- 8. OLD BUSINESS**
- 9. NEW BUSINESS**
 - A. Release RFP for Construction Manager
 - B. Comprehensive Sanitary Sewer and Water System Plan
- 10. MEETING OPEN TO THE PUBLIC**
- 11. REPORTS**
- 12. COUNCIL MEMBER REPORTS**
- 13. UPCOMING EVENTS**

January 16 - City Offices Closed - Martin Luther King Jr. Day
January 17 - City Council Meeting - 6:00 pm
January 18 - Planning Commission Meeting - 7:00 pm
January 23 - Charter Commission Meeting - 5:30 pm
February 6 - City Council Meeting - 6:00 pm
- 14. ADJOURNMENT**

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA

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

December 19, 2022

6:00 p.m.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

2. ROLL CALL

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

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.), and Police Chief Todd Schwieger.

3. APPROVAL OF AGENDA

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

Ayes: Udvig, Robinson, Bauer, Muehlbauer, and Feldman

Nays: None

Motion carries: 5-0

4. CONSENT AGENDA

A. City Council Minutes - December 05, 2022

B. Separation of Employment Sergeant Daniel Allen – Non-Disciplinary Resolution 2022-67 Separation of Employment for Sergeant Daniel Allen

C. 2022 Street Rehabilitation Project – Pay Estimate No. 2

D. Turtle Ponds 4th Addition Letter of Credit Reduction

E. Rivers Edge 3rd Addition Acceptance of Public Infrastructure Improvements and Release of Financial Security Resolution 2022-71 River's Edge accepting Improvements and Release of Financial Security

F. Rivers Edge 4th Addition Acceptance of Public Infrastructure Improvements and Release of Financial Security Resolution 2022-72 Rivers Edge 4th Addition Acceptance of Public Infrastructure Improvements and Release of Financial Security

G. Rivers Edge 5th Addition Acceptance of Public Infrastructure

- Improvements and Release of Financial Security
Resolution 2022-73 Rivers Edge 5th Addition Acceptance of Public
Infrastructure Improvements and Release of Financial Security
H. Establishing Precinct & Polling Locations for 2023
Resolution 2022-74 Establishing Precinct & Polling Locations for 2023
I. Payment of Claims

MOTION BY: BAUER SECOND: ROBINSON APPROVING THE CONSENT
AGENDA ITEMS

Ayes: Udvig, Robinson, Bauer, Muehlbauer, and Feldman

Nays: None

Motion carries: 5-0

5. MEETING OPEN TO THE PUBLIC

Mayor Feldman asked City Clerk Wida if they had anyone wanting to speak. She said yes.

Amy Faanes, 23318 Salish Street Northwest, came forward and shared that she sent an email to the City Administrator, Finance Director, and one Councilmember and she did not hear back from anyone. She read aloud her email concerning her donation that she made at the Fire Department French Toast Breakfast being deposited into the City of St. Francis general fund rather than the Fire Relief Association. She shared she did not intend to donate to the City, which is why she made her check out to the Fire Relief Association. She stated that this is not transparent and it has been widely publicized that the donations from that event go to the Fire Relief Association. She said the Lions donated their time and supplies to this event and they also were not aware that the donations were going to the City.

Fire Chief Dave Schmidt explained that they did not advertise this year or last year that the donations would benefit the Relief Association. He said the breakfast was previously supported by the Relief Association which meant it was all volunteer time for the firefighters; however, Staff was concerned that the firefighters were not getting paid for their efforts. He shared that in the last few years, the Fire Relief Association has not been making donations to the fire prevention efforts, which is why it is no longer advertised as a Fire Relief Association event and the firefighters are paid for their efforts. He explained that the first part of the donation goes back to the Lions to cover the cost of food and the rest of the money goes back into the fire prevention fund which is received by the City.

Mayor Feldman asked Mrs. Faanes if she was satisfied with this response or wanted her donation back. Ms. Faanes asked if the Relief Association donated anything for the expenses that day. Schmidt said he was not sure as the Relief Association has not met in over two years. Ms. Faanes asked if it would have been proper for them to have made a donation. Schmidt stated that Evan has worked

with them and asked for donations but there have not been many donations given in the last few years. Mrs. Faanes stated that if the Fire Relief Association did donate any money towards the event, she would like her money back. Schmidt said he will have an answer for her by tomorrow.

Mrs. Faanes shared that this lacks transparency. She stated she did not even know how the City deposited the check into the general fund account as it was made out to the Fire Relief Association. She reiterated that she would like her money back if the Relief Association did donate to the event. She stated she donated a higher amount than usual as the event had not taken place in 2020 and she was not able to attend in 2021.

Mayor Feldman stated there was no ill intent in this matter. He said they will correct the error of their mistake. Mrs. Faanes said this did not seem like a mistake and the intent of the donation was to go to the City. Mayor Feldman explained that it would have been a mistake if the relief fund was not giving any money and the City was paying the employees for the event and paid the Lions for the event.

Mrs. Faanes noted that the Lions should be made aware that the funds are going somewhere else. Schmidt stated they have had these discussions with the Lions. He said it was important to keep in mind that the Relief Association is a completely third entity and he has no authority over the Association nor does the Council.

Mayor Feldman stated that this event was going to happen regardless of the funding because the French toast breakfast has happened for years. Mrs. Faanes reiterated her frustration with the seeming lack of transparency. Schmidt apologized and again stated that this event was not advertised to support the Relief Association.

Ms. Faanes explained that she understood that the event used to be a volunteer event and that the firefighters wanted to get paid so the City had to pay them. She stated that when Schmidt came to the City, Evan clearly told John (Mrs. Faanes husband) that he was not needed at any public events even though he had been in charge of all of them before Schmidt's arrival. Schmidt stated he did not remember this. He reiterated that he would have an answer from Evan in the morning.

Mayor Feldman thanked Mrs. Faanes for bringing this to the Council's attention and stated that from now on, it should be clear at the breakfast where the money is going. He said this event will always take place regardless of funding and donations.

6. SPECIAL BUSINESS – NONE

7. PUBLIC HEARINGS – NONE

8. OLD BUSINESS**A. 2023 Tax Levy Approval****Resolution 2022-63 Adopting Levy for 2023**

Finance Director Darcy Mulvihill reviewed the updates made to the levy based on the work session after the last City Council meeting. She stated that they were able to bring the levy down to a total of \$5,107,690, which is only an increase over the 2022 levy of \$438,100 and the estimated tax rate is 44.657%.

Mayor Feldman noted that this has been reduced by \$450,000 after the discussion at the work session. He stated that the tax increase was 19.1% and has not decreased to 9.38%. He said that the Council listened to the public and through the work session, gave the residents some relief in property taxes and kept the momentum going forward for the City Hall Fire Station. He shared they prioritized and took advantage of the ARPA money that is available and redirected the money for the long term gain of the City, while still listening to the residents. He complimented Staff, Council, and the public that took the time to bring their concerns to the Council.

Udvig thanked Staff and Council for the hard work at the work session.

Bauer echoed Udvig's thanks to the Staff, Council, and residents.

Muehlbauer stated that the building maintenance fund and park fund are going into the new building. He stated they put a lot of work into this, similar to the street program. He shared that he thinks it is great that they were able to give the residents some relief.

Robinson appreciated the resident's input and shared that he received an email from someone who attended the meeting expressing their appreciation for the work that was done. He stated that he saw many posts on social media of people upset who had the opportunity to attend meetings to voice their opinions and they did not attend. He stated the project will not be done if it is out of budget for the City. He is slightly disappointed that the parks had to take a hit in order to bring down the levy; however, he sees the fire and administrative Staff as the priority.

Mayor Feldman explained that part of government is prioritizing. He stated that they looked at the two items up for discussion and determined which was a better fit in the current time frame and economy. He added that the parks are not off the table, they are on the back burning for a short time. He stated the City and Council has to run off of a matter of needs not wants. He said the Council exhibited good governing and listened to the Staff and residents. He encouraged everyone to not go on social media for their information.

MOTION BY: ROBINSON SECOND: MUEHLBAUER, ADOPTING THE 2023 TAX LEVY APPROVAL, RESOLUTION 2022-63 ADOPTING LEVY FOR 2023.

Ayes: Udvig, Robinson, Bauer, Muehlbauer, and Feldman

Nays: None

Motion carries: 5-0

B. 2023 Proposed Budget

Resolution 2022-64 Approving Budget for 2023

Muvihill reviewed the proposed budget now that the levy has been set.

MOTION BY: UDVIG SECOND: BAUER ADOPTING THE 2023 PROPOSED BUDGET, RESOLUTION 2022-64 APPROVING BUDGET FOR 2023.

Ayes: Udvig, Robinson, Bauer, Muehlbauer, and Feldman

Nays: None

Motion carries: 5-0

9. NEW BUSINESS

A. Application Submission for Joint Service Planning Grant

City Administrator Kate Thunstrom reviewed the request to submit an application for a Joint Service Planning Grant. She stated the City of Bethel approved this to move forward and has been working with St. Francis on an application if interested.

Mayor Feldman read that it says the intent is to utilize the grant on legal services provided by BGS and consulting expenses directly related to the strategic planning of service coordination within the Fire Departments. Thunstrom explained that they are having joint meetings and discussions and if it comes down to a shared agreement and any consultation used to make major decisions, these funds will be eligible to cover the expenses.

Udvig said this looks good and it speaks volumes that the City is able to help out neighboring cities.

Robinson stated he is a part of the group that is meeting with the other parties. He said this is a great idea and hopes it is an example for other agreements in other neighboring cities.

Muehlbauer explained that regionalization helps provide better service and spreading costs.

Bauer noted that combining services can be a great thing and he hopes it spreads to other cities around.

MOTION BY: MAYOR FELDMAN SECOND: MUEHLBAUER TO APPROVE THE SUBMISSION OF THE PLAN AGREEMENT TO THE MINNESOTA DEPARTMENT OF SAFETY FIRE MARSHALL OFFICE.

Ayes: Udvig, Robinson, Bauer, Muehlbauer, and Feldman

Nays: None

Motion carries: 5-0

10. MEETING OPEN TO THE PUBLIC – NONE

11. REPORTS

A. Fire Department Monthly Report - November

Fire Chief Dave Schmidt reviewed the Fire Department November review, highlighting response times, calls for service of 68 including 49 EMS runs, staffing numbers being down due to a firefighter being on long term injury and one on military leave, variance usage, and 3 fire inspections performed.

Mayor Feldman said it was a great report and is glad that there was only one COVID call. He noted the response time and said that the response times will be affected by the new City Hall Fire Station, should it happen.

Udvig said it was a great report and thanked Schmidt and his staff for their great work, no matter the weather, doing the job they need to do.

Bauer said it was a great report. He asked Schmidt to explain the glucometer usage. Schmidt stated that it is used for known diabetics and also used for differential diagnoses to figure out a treatment plan for the patient. Bauer said he is glad the department now provides that service. He thanked Schmidt and his staff for their work.

Muehlbauer stated it was a great report and asked Schmidt to send Christmas well wishes to the staff.

Robinson said it was a great report and it was nice to meet some of the firefighters and learn more about the facility at the open house.

Mayor Feldman pointed out the trend on the graph of the increase of EMS services from 2019 to current. He said that Schmidt has done a great job bringing on EMS capabilities. He said that the City's public safety always responds quickly. He mentioned he attended the joint power agreement with Bethel and during the meeting, the fire department was called to a fire and they left to fight the fire then came back to the meeting which he found very impressive.

B. Administration Annual Report - 2022

Thunstrom reviewed her year-end administrative report, highlighting the accomplishments of the Administrative Staff members at City Hall and at Police and Public Works. She listed the administrative projects of 2022 some of which will be continued in 2023, including new software, elections, legislations and ordinances, and the biggest projects being the City Hall Fire Station and the Highway 47 project. She highlighted the Council's accomplishments, including nine work sessions, park accomplishments, fleet management accomplishments, and

12 land use applications. She reviewed the City goals. She stated there were many department head changes this year. She noted the creation of the personnel committee. She discussed the finance goals and accomplishments.

Udvig said it was a great report and a great glimpse into what the Council has seen this year. She thanked all the new and current Staff. She stated that all of the new Staff has transitioned amazingly to their roles and she is happy to be working with such a great Staff.

Muehlbauer said it was a great report and loved looking back over the year in review of all that had been accomplished. He congratulated all Staff for doing a great job.

Robinson noted that the report was very detailed and thorough and it was nice to see. He said it is great to reflect back on all that has been done this year. He added he is blessed to be on Council for the next four years. He thanked all of the Staff for their work.

Bauer stated it was a great report and emphasized the work of Staff. He mentioned that the milestones show the department head's leadership. He thanked all department heads and Staff for their work for the City and residents.

Mayor Feldman stated that there is a portion of Highway 47 that the grant will not cover. He asked if the Federal Infrastructure Act will be looked at for this. Thunstrom stated they are reviewing a few different federal grants that are available.

Mayor Feldman discussed that this report defines the hard work that this government does. He noted Council and Staff's hard work in getting work done in the City. He said that everything that has been done in the City over the last six years has been done openly and transparently. He mentioned that mistakes will be made but they are always learned from and corrected. He emphasized that things in the City get done on all levels by hard work from all Staff. He likes seeing constructive input from the residents. He stated that as they move forward with the bidding process for the City Hall Fire Station, if the bids are higher than the Council projected, a hold will be put on the project and the Council will do right by the residents they serve. He thanked all Staff for the hard work put in through 2022 and every year prior. He said one of the best decisions this Council made was replacing the engineering and finance companies. He thanked Thunstrom for a great report.

12. COUNCIL MEMBER REPORTS

Udvig shared that she went to the 7th grade boys basketball tournament, the St. Francis Dance Team meet, and the 7th-8th grade choir concert. She stated she attended the open houses for the Fire Station and City Hall. She thanked Staff for the excellent job at these open houses. She reminded residents that this is a hard

time of year for people and there are resources available. She wished Staff and residents a safe and happy holiday season.

Muehlbauer shared he was happy to be home and is disappointed he missed the open houses. He congratulated Staff members who contributed to the milestones listed. He wished everyone a happy holiday and encouraged everyone to be safe and smart through the upcoming blizzard.

Bauer shared he attended the work session. He thanked Sergeant Dan Allen for his service and encouraged residents to thank him for his service as he leaves the Police Department.

Robinson wished everyone a Merry Christmas and safe travels with the snow coming. He stated he attended the joint power agreement discussion with Bethel. He said it is great to see the cities work together and hope it will be an example to those around. He shared he attended the open house at the Fire Station and the City Hall and got to know that Staff at both better. He said he is looking forward to the upcoming year and to give the people what they expect.

Muehlbauer brought up the residents who had mentioned a lack of transparency from the Council and City and stated he understands how they could feel that way as the Council felt the same after the waste water situation. He added that residents need to take responsibility for themselves as well as no one is going to knock on their door and explain what is happening in the City; they need to pay attention to what is going on in the City. He said the Council is always here and encouraged residents to reach out to the Council with questions or concerns.

Mayor Feldman added that residents should take initiative. He asked the residents to get off social media and come to the City with questions. He asked everyone to be patient with the Council as nothing in government happens quickly and they are trying their hardest for the residents. He stated he will keep the City informed when progress is made on the projects. He would rather give out information a little later and it be thorough and solid, so there are no promises made that cannot be kept. He is looking forward to next year and progressing the City forward. He wished everyone safe travels over the holidays and wished everyone a healthy and merry Christmas and a happy New Year.

13. ADJOURNMENT

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

Jennifer Wida, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Mayor & City Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: 2023 Appointments
DATE: January 3rd, 2023

OVERVIEW:

Attached is a Resolution for the 2023 Appointments. The appointments are substantially the same to 2021 with the exception of the new City Clerk and URRWMO.

ACTION TO BE CONSIDERED:

Motion to approve Resolution 2023-01.

BUDGET IMPLICATION:

None.

Attachments:

- Resolution 2023-01

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

RESOLUTION 2023-01

A RESOLUTION APPROVING THE APPOINTMENTS FOR 2023

Mayor Pro Tem:	Joe Muehlbauer, Council Member
City Assessors:	Erik A. Skogquist, SAMA Mary Wells, CMA
City Attorney:	Barna, Guzy & Steffen, Ltd.
City Engineer:	Hakanson Anderson
Planning Consultants:	Hoisington Koegler Group Inc. (HKGI)
Health Care Services:	Allina Medical Clinic – Cambridge
Weed Inspector:	Steve Feldman, Mayor
Assistant Weed Inspector:	Paul Carpenter, Public Works Director
Emergency Management Director:	Todd Schwieger, Police Chief
Anoka County Joint Law Enforcement Council:	
Police Chief	Todd Schwieger, Police Chief
Council Representative	Steve Feldman, Mayor
Official Newspaper:	Anoka County Union Herald
Official Public Depository:	Village Bank of St. Francis Ehlers & Associates 4M Fund
Financial Consultant/Bond Underwriter:	Ehlers & Associates
Official Signatures:	Steven D. Feldman, Mayor Joseph Muehlbauer, Mayor Pro Tem Kate Thunstrom, City Administrator Jennifer Wida, City Clerk Darcy Mulvihill, Finance Director (2 signatures required)
Council Representatives to Boards/Commissions/Committees:	
Planning Commission:	Kevin Robinson, Council Member
Charter Commission:	Steve Feldman, Mayor Sarah Udvig, Council Member
Independent School District 15 (SFAS):	Rob Bauer, Council Member

Park Commission:

Sarah Udvig, Council Member

Economic Development Authority:
Council Representative
Council Representative

Joe Muehlbauer, Council Member
Steve Feldman, Mayor

Upper Rum River Watershed
Management Organization:
Resident Members

Chris Beyett Resident
Andrew Wood, Resident

Metropolitan Council:

Steve Feldman, Mayor

Heritage Preservation Commission:

City Council

Pioneer Days:
Council Representative
Staff Representative

Sarah Udvig, Council Member
Jenni Wida, City Clerk

Anoka County Fire Protection Council:
Fire Chief
Council Representative

David Schmidt, Fire Chief
Steve Feldman, Mayor

The motion for the adoption of the foregoing resolution was made by Council Member _____
and was duly seconded by Council Member _____ and upon vote being taken thereon,
the following voted in favor:
and the following voted against the same:

ADOPTED BY THE CITY COUNCIL OF ST. FRANCIS THIS 3rd DAY OF JANUARY 2023.

APPROVED:

Steven D. Feldman, Mayor

ATTEST:

Jennifer Wida, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Todd Schwieger, Police Chief
SUBJECT: Policy Amendment – Police
DATE: January 3, 2023

OVERVIEW:

The St. Francis Police Department has amended department policy 421, Portable Audio/Video Recorder formerly known as the Portable Recording System Policy.

ACTION TO BE CONSIDERED:

St. Francis City Council to review and approve St. Francis Police Department Policy 421, Portable Audio/Video Recorder.

BUDGET IMPLICATION:

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

Attachments:

- St. Francis Police Department Policy 421, Portable Audio/Video Recorder.

Previous Issued: Portable ~~Recording System~~[Audio/Video Recorders](#)

421.1 PURPOSE AND SCOPE

This policy provides guidelines for the use of portable audio/video recording devices by members of this department while in the performance of their duties (Minn. Stat. § 626.8473). Portable audio/video recording devices include all recording systems whether body-worn, ~~handheld~~ [hand-held](#), or integrated into portable equipment.

~~The use of recorders is intended to enhance the mission of the Department by accurately capturing contacts between members of the Department and the public.~~

This policy does not apply to mobile audio/video recordings, interviews, or interrogations conducted at any St. Francis Police Department facility, undercover operations, wiretaps, or eavesdropping (concealed listening devices) ~~unless captured by a portable recording system.~~

~~The chief or chief's designee may supersede this policy by providing specific instructions for portable recording device use to individual officers, or providing specific instructions pertaining to particular events or classes of events, including but not limited to political rallies and demonstrations. The chief or designee may also provide specific instructions or standard operating procedures for portable recording device use to officers assigned to specialized details, such as carrying out duties in courts or guarding prisoners or patients in hospitals and mental health facilities.~~

421.1.1 DEFINITIONS

Definitions related to this policy include:

MGDPA or Data Practices Act - refers to the Minnesota Government Data Practices Act, Minn. Stat. § 13.01, et seq.

Portable recording device - A device worn by a member that is capable of both video and audio recording of the member’s activities and interactions with others or collecting digital multimedia evidence as part of an investigation and as provided in Minn. Stat. § 13.825.

General citizen contacts - An informal encounter with a citizen that is not and does not become law enforcement-related or adversarial, and a recording of the event would not yield information relevant to an ongoing investigation. Examples include, but are not limited to a citizen asking for directions, receiving generalized concerns from a citizen about crime trends in his or her neighborhood, casual conversation with a citizen.

Adversarial - A law enforcement encounter with a person that becomes confrontational, during which at least one person expresses anger, resentment, or hostility toward the other, or at least one person directs toward the other verbal conduct consisting of arguing, threatening, challenging, swearing, yelling, or shouting. Encounters in which a citizen demands to be recorded or initiates recording on his or her own are deemed adversarial.

Evidentiary value - Information that may be useful as proof in a criminal prosecution, related civil or administrative proceeding, further investigation of an actual or suspected criminal act, or in considering an allegation against a law enforcement agency or officer.

Official duties - For purposes of this policy, means that the officer is on duty and performing authorized law enforcement services on behalf of this agency.

Records retention schedule - Refers to the retention schedule adopted by the St. Francis Police Department.

Unintentionally recorded footage - is a video recording that results from an officer's inadvertence or neglect in operating the officer's BWC, provided that no portion of the resulting recording has evidentiary value. Examples of unintentionally recorded footage include, but are not limited to, recordings made in station house locker rooms, restrooms, and recordings made while officers were engaged in conversations of a non-business, personal nature with the expectation that the conversation was not being recorded.

421.2 POLICY

It is the policy of this department to authorize and require the use of department issued portable recording devices as set forth below, and to administer portable recording device data as provided by law.

421.3 COORDINATOR

The Chief of Police or the authorized designee should designate a coordinator responsible for (Minn. Stat. § 626.8473; Minn. Stat. § 13.825):

- a. Establishing procedures for the security, storage, and maintenance of data and recordings.
 1. The coordinator should work with the Custodian of Records and the member assigned to coordinate the use, access, and release of protected information to ensure that procedures comply with requirements of the Minnesota Government Data Practices Act (MGDPA) and other applicable laws (Minn. Stat. § 13.01 et seq.) (~~See~~ [see](#) the Protected Information and the Records Maintenance and Release policies).
 2. [The coordinator should work with the Custodian of Records to identify recordings that must be retained for a specific time frame under Minnesota law \(e.g., firearm discharges, certain use of force incidents, formal complaints\).](#)
- b. Establishing procedures for accessing data and recordings.
 1. These procedures should include the process to obtain written authorization for access to non-public data by SFPD members and members of other governmental entities and agencies.
- c. Establishing procedures for logging or auditing access.
- d. Establishing procedures for transferring, downloading, tagging, or marking events.
- e. Establishing an inventory of portable recorders including:
 1. Total number of devices owned or maintained by the St. Francis Police Department.
 2. Daily record of the total number deployed and used by members and, if applicable, the precinct or district in which the devices were used.
 3. Total amount of recorded audio and video data collected by the devices and maintained by the St. Francis Police Department.
- f. Preparing the biennial audit required by Minn. Stat. § 13.825, Subd. 9.
- g. Notifying the Bureau of Criminal Apprehension (BCA) in a timely manner when new equipment is obtained by the St. Francis Police Department that expands the type or scope of surveillance capabilities of the ~~department's~~ [department's](#) portable recorders.
- h. [Ensuring that this Portable Audio/Video Recorders Policy is posted on the Department website.](#)

421.4 MEMBER PRIVACY EXPECTATION

All recordings made by members on any department-issued device at any time or while acting in an official capacity of this department, regardless of ownership of the device, shall remain the property of the Department. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

421.5 USE AND DOCUMENTATION

Officers may use only department-issued portable recording devices in the performance of official duties for this agency or when otherwise performing authorized law enforcement services as an employee of this department.

Officers who have been issued portable recording devices shall operate and use them consistent with this policy. Prior to going into service, each officer will be responsible for making sure that he/she is equipped with a portable recorder issued by the Department, and that the recorder is in good working order (Minn. Stat. § 13.825). If the recorder is not in working order or the member becomes aware of a malfunction at any time, the member shall promptly report the failure to his/her supervisor and obtain a functioning device as soon as reasonably practicable. Supervisors shall take prompt action to address malfunctions. Officers should wear the recorder in a conspicuous manner and in accordance with department training.

Non-uniformed members may carry an approved portable recorder at any time the member believes that such a device may be useful. Unless conducting a lawful recording in an authorized undercover capacity, non-uniformed members should wear the recorder in a conspicuous manner and in accordance with department training.

Members should document the existence of a recording in an incident report or other official record of the contact including any instance where the recorder malfunctioned or the member deactivated the recording (Minn. Stat. § 626.8473). Whenever an officer fails to record an activity that is required to be recorded under this policy, or fails to record for the entire duration of the activity, the officer must document the circumstances and reasons for not recording in an incident report. Supervisors shall review these reports and initiate any corrective action deemed necessary.

The department will maintain the following records and documents relating to portable recording device use, which are classified as public data:

- a. The total number of portable recording devices owned or maintained by the agency;
- b. A daily record of the total number of portable recording devices actually deployed and used by officers;
- c. The total amount of recorded portable recording device data collected and maintained; and
- d. This policy, together with Records Retention Schedule.

421.6 GENERAL GUIDELINES FOR RECORDING

Officers shall activate their portable recording devices when responding to all calls for service and during all law enforcement-related encounters and activities, including but not limited to pursuits, investigative stops of motorists or pedestrians, arrests, searches, suspect interviews and interrogations, and during any police/citizen contacts that become adversarial. However, officers need not activate their cameras when it would be unsafe, impossible, or impractical to do so, but such instances of not recording when otherwise required must be documented as specified in the Use and Documentation guidelines,

Officers have discretion to record or not record general citizen contacts.

Officers have no affirmative duty to inform people that a portable recording device is being operated or that the individuals are being recorded. Officers may elect to notify people they encounter that a portable recording device is being operated if it's felt that doing so may aid the law enforcement process, reduce fear on the part of a person subjected to a law enforcement contact, result in improved behavior of a person, or if it serves to de-escalate an encounter.

Once activated, the portable recording device should continue recording until the conclusion of the incident or encounter, or until it becomes apparent that additional recording is unlikely to capture information having evidentiary value. The officer having charge of a scene shall likewise direct the discontinuance of recording when further recording is unlikely to capture additional information having evidentiary value. If the recording is discontinued while an investigation, response, or incident is ongoing, officers shall state the reasons for ceasing the recording on camera before deactivating their device. If circumstances change, officers shall reactivate their cameras as required by this policy to capture information having evidentiary value.

Officers shall not intentionally block the portable recording devices audio or visual recording functionality to defeat the purposes of this policy.

Notwithstanding any other provision in this policy, officers shall not use their portable recording devices to record other agency personnel during non-enforcement related activities, such as during pre- and post- shift time in locker rooms, during meal breaks, or during other private conversations, unless recording is authorized as part of an administrative or criminal investigation.

Officers assigned to a plain clothes assignment shall not be required to wear a portable recording device during their day to day work unless working in a uniformed call response capacity or are otherwise required by this policy or as directed by a supervisor. Non-uniformed officers may carry an approved portable recording device at any time the member feels the device may be useful. Unless conducting a lawful recording in an authorized undercover capacity, non-uniformed members should wear the recorder in a conspicuous manner and in accordance with department training.

421.7 SPECIAL GUIDELINES FOR RECORDING

Officers may, in the exercise of sound discretion, determine:

To use the portable recording devices to record any police-citizen encounter if there is reason to believe the recording would potentially yield information having evidentiary value, unless such recording is otherwise expressly prohibited.

Officers shall use their portable recording devices and squad-based audio/video systems to record their transportation and the physical transfer of person in their custody to hospitals, detox and mental health care facilities, juvenile detention centers, and jails, but otherwise should not record in these facilities unless the officer anticipates witnessing a criminal event or being involved in or witnessing an adversarial encounter or use-of-force incident.

421.8 DOWNLOADING AND LABELING DATA

Each officer using a portable recording device is responsible for transferring or assuring the proper transfer of the data from his or her camera to the Back End Client by the end of that officer's shift. However, if the officer is involved in a shooting, in-custody death, or other law enforcement activity resulting in death or great bodily harm, a supervisor or investigator shall take custody of the officer's portable recording device and assume responsibility for transferring the data from it.

Officers shall classify the portable recording device data files at the time of capture or transfer to storage, and should consult with a supervisor if in doubt as to the appropriate classification. Officers should assign as many of the following labels as are applicable to each file:

1. **Criminal/Arrest:** The information has evidentiary value with respect to an actual or suspected criminal incident or charging decision and/or whenever a custodial arrest is made.
 - a. Retention periods for cases that have been charged are based on the status of court proceedings. For uncharged offenses, retention is seven years or permanently in the case of death investigations.
2. **Use of Force:** Whether or not enforcement action was taken, or an arrest resulted, the event involved the application of force by a law enforcement officer of this or another agency.
 - a. These recordings must be maintained for seven years regardless of the disposition of any related criminal case.
3. **Evidence/Property:** Whether or not enforcement action was taken, or an arrest resulted, an officer seized property from an individual or directed an individual to dispossess property.
 - a. Collects, processes, or inventories evidence.
 - b. Collects, processes, or inventories property.
 - c. Inventories or searches of a vehicle that is subject to tow, regardless of the reason for the tow.

Evidence/property logs are subject to a one-year minimal retention period.
4. **Complaint:** The incident involved an adversarial encounter or resulted in a complaint against the officer.

Video that turns out to have evidentiary value in any internal investigation is subject to a six year retention period. A shorter retention period may be utilized if no complaint or investigation arises.
5. **Traffic Citation (Non-DWI):** To be used for traffic citations not involving a custodial arrest.
6. **Assist other agency/Advise/Warn:** To be used in response to incidents (i.e. traffic stop, agency assists).
7. **Training:** The event was such that it may have value for training.

No minimal retention period exists.
8. **Emergency Vehicle Response:** The incident required an emergency response.
9. **Other/Miscellaneous:** The recording does not contain any of the foregoing categories of information but may have potential evidentiary value or may have other value in being retained. Examples could include investigative or interview footage.

10. **Not evidence:** The recording does not contain any of the foregoing categories of information and has no apparent evidentiary value. Recording of general citizen contacts and unintentionally recorded footage are not evidence.
11. **Confidential:** In addition, officers shall flag each file as appropriate to indicate that it contains information about data subjects who may have rights under the MGDPA limiting disclosure of information about them. These individuals include:
 - a. Victims and alleged victims of criminal sexual conduct and sex trafficking.
 - b. Victims of child abuse or neglect.
 - c. Vulnerable adults who are victims of maltreatment.
 - d. Undercover officers.
 - e. Informants.
 - f. When the video is clearly offensive to common sensitivities.
 - g. Victims of and witnesses to crimes, if the victims or witness has requested not to be identified publicly.
 - h. Individuals who called 911, and services subscribers whose lines were used to place a call to the 911 system.
 - i. Mandated reporters.
 - j. Juvenile witnesses, if the nature of the event or activity justifies protecting the identity of the witness.
 - k. Juveniles who are or may be delinquent or engaged in criminal acts.
 - l. Individuals who make complaints about violations with respect to the use of real property.
 - m. Officers and employees who are the subject of a complaint related to the events captured on video.
 - n. Other individuals whose identities the officer believes may be legally protected from public disclosure.

Labeling and flagging designations may be corrected or amended based on additional information.

421.9 ACCESS TO PORTABLE RECORDING SYSTEM DATA

Data subjects. Under Minnesota law, the following are considered data subjects for purposes of administering access to portable recording device data:

1. Any person or entity whose image or voice is documented in the data.

2. The officer who collected the data.
3. Any other officer whose voice or image is documented in the data, regardless of whether that officer is or can be identified by the recording.

Portable recording device data is presumptively private. Recordings are classified as private data about the data subjects unless there is a specific law that provides differently. As a result:

1. Portable recording device data pertaining to people is presumed private, as is portable recording device data pertaining to businesses or other entities.
2. Some portable recording device data is classified as confidential (see below).
3. Some portable recording device data is classified as public (see below).

Confidential data. Portable recording device data that is collected or created as part of an active criminal investigation is confidential. This classification takes precedence over the "private" classification listed above and the "public" classifications listed below.

Public data. The following portable recording device data is public:

1. Data documenting the discharge of a firearm by a peace officer in the course of duty, other than for training or the killing of an animal that is sick, injured, or dangerous.
2. Data that documents the use of force by a peace officer that results in substantial bodily harm.
3. Data that a data subject requests to be made accessible to the public, subject to redaction. Data on any data subject (other than a peace officer) who has not consented to the public release must be redacted if practicable. In addition, any data on undercover officers must be redacted.
4. Data that documents the final disposition of a disciplinary action against a public employee.

However, if another provision of the Data Practices Act classifies data as private or otherwise not public, the data retains that other classification. For instance, data that reveals protected identities under Minn. Stat. 13.82, subd. 17 (e.g., certain victims, witnesses, and others) should not be released even if it would otherwise fit into one of the public categories listed above.

Access to portable recording device data by non-employees. Officers shall refer members of the media or public seeking access to portable recording device data to a member of the department administration or designee who shall process the request in accordance with the MGDPA and other governing laws. In particular:

1. An individual shall be provided with access and allowed to review recorded portable recording device data about him or herself and other data subjects in the recording, but access shall not be granted:
 - a. If the data was collected or created as part of an active investigation.
 - b. To portions of the data that the agency would otherwise be prohibited by law from disclosing to the person seeking access, such as portions that would reveal identities protected by Minn. Stat. 13.82, subd. 17.

2. Unless the data is part of an active investigation, an individual data subject shall be provided with a copy of the recording upon request but subject to the following guidelines on redaction:

- a. Data on other individuals in the recording who do not consent to the release must be redacted.
- b. Data that would identify undercover officers must be redacted.
- c. Data on other officers who are not undercover, and who are on duty and engaged in the performance of official duties, may not be redacted.

Access by peace officers and law enforcement employees. No employee may have access to the department's portable recording device data except for legitimate law enforcement or data administration purposes:

- 1. Officers may access and view stored portable recording device video only when there is a business need for doing so, including the need to defend against an allegation of misconduct or substandard performance. Officers may review video footage of an incident in which they were involved prior to preparing a report, giving a statement, or providing testimony about the incident.
- 2. Agency personnel are prohibited from accessing portable recording device data for nonbusiness reasons and from sharing the data for non-law enforcement related purposes, including but not limited to uploading portable recording device data recorded or maintained by this agency to public and social media websites.
- 3. Employees seeking access to portable recording device data for non-business reasons may make a request for it in the same manner as any member of the public.

Other authorized disclosures of data. Officers may display portions of the portable recording device footage to witnesses as necessary for purposes of investigation as allowed by Minn. Stat. 13.82, subd. 15, as may be amended from time to time. Officers should generally limit these displays in order to protect against the incidental disclosure of individual identities that are not public. Protecting against incidental disclosure could involve, for instance, showing only a portion of the video, showing only screen shots, muting the audio, or playing the audio but not displaying video. In addition,

- 1. Portable recording device data may be shared with other law enforcement agencies only for legitimate law enforcement purposes that are documented in writing at the time of the disclosure.
- 2. Portable recording device data shall be made available to prosecutors, courts, and other criminal justice entities as provided by law.

421.10 DATA SECURITY SAFEGUARDS

Officers shall safeguard their username and password for the portable recording device system. The sharing of a user's access to the system is prohibited.

Personally owned devices, including but not limited to computers and mobile devices, shall not be programed or used to access or view agency portable recording device data.

Officers shall not intentionally edit, alter, or erase any portable recording device recording unless otherwise expressly authorized by the chief or designee.

As required by Minn. Stat. 13.825, subd. 9, as may be amended from time to time, this agency shall obtain an independent biennial audit of its portable recording system program.

421.11 AGENCY USE OF DATA

At least once a month, supervisors will randomly review portable recording device usage by each officer to whom a device is issued or available for use, to ensure compliance with this policy and to identify any performance areas in which additional training or guidance is required.

Supervisors and other assigned personnel may access portable recording device data for the purposes of reviewing or investigating a specific incident that has given rise to a complaint or concern about officer misconduct or performance.

Nothing in this policy limits or prohibits the use of portable recording devices data as evidence of misconduct or as a basis for discipline.

Officers should contact their supervisors to discuss retaining and using portable recording device footage for training purposes. Field training officers may utilize portable recording device data with trainees for the purpose of providing coaching and feedback on the trainees' performance.

421.12 DATA RETENTION

All portable recording device data shall be retained for a minimum period of 90 days. There are no exceptions for erroneously recorded or non-evidentiary data.

Data documenting the discharge of firearm by a peace officer in the course of duty, other than for training or the killing of an animal that is sick, injured, or dangerous, must be maintained for a minimum of one year.

Certain kinds of portable recording device data must be retained for six years:

1. Data that documents the use of deadly force by a peace officer, or force of a sufficient type or degree to require a use of force report or supervisory review.
2. Data documenting circumstances that have given rise to a formal complaint against an officer.

Other data having evidentiary value shall be retained for the period specified in the Records Retention Schedule. When a particular recording is subject to multiple retention periods, it shall be maintained for the longest applicable period.

All other portable recording device footage that is classified as non-evidentiary, becomes classified as non-evidentiary, or is not maintained for training shall be destroyed after 90 days.

Upon written request by a data subject, the agency shall retain a recording pertaining to that subject for an additional period requested by the subject of up to 180 days. The agency will notify the requestor at the time of the request that the data will then be destroyed unless a new written request is received.

The department shall maintain an inventory of the portable recording device recordings having evidentiary value.

The department will post this policy, together with a link to its Records Retention Schedule, on its website.

421.13 PROHIBITED USE OF AUDIO/VIDEO RECORDERS

Members are prohibited from using department-issued portable recorders and recording media for personal use and are prohibited from making personal copies of recordings created while on-duty or while acting in their official capacity.

Members are also prohibited from retaining recordings of activities or information obtained while on-duty, whether the recording was created with department-issued or personally owned recorders. Members shall not duplicate or distribute such recordings, except for authorized legitimate department business purposes. All such recordings shall be retained at the Department.

Members are prohibited from using personally owned recording devices while on-duty without the express consent of a supervisor. Any member who uses a personally owned recorder for department-related activities shall comply with the provisions of this policy, including retention and release requirements and should notify the on-duty supervisor of such use as soon as reasonably practicable.

Recordings shall not be used by any member for the purpose of embarrassment, harassment or ridicule.

421.14 ACCOUNTABILITY

Any member who accesses or releases recordings without authorization may be subject to discipline (~~See~~[see](#) the Standards of Conduct and the Protected Information policies) (Minn. Stat. § 626.8473).

421.15 COMPLIANCE

Supervisors shall monitor for compliance with this policy. The unauthorized access to or disclosure of portable recording device data may constitute misconduct and subject individuals to disciplinary action and criminal penalties pursuant to Minn. Stat. § 13.09.



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: Authorizing State of MN Agency Agreement
DATE: January 3, 2023

OVERVIEW:

In Minnesota the department of transportation administers federal funds authorized by the federal government for eligible transportation related projects. Per Minnesota Stat. Sec. 161.36, the Commissioner of Transportation must be appointed as an Agent of the City of St. Francis to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

To qualify for federal transportation funds the City must execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of the federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1052025,". A copy of the agreement is attached for City Council review and approval.

ACTION TO BE CONSIDERED:

Approval of Resolution 2023-02 Resolution Authorizing State of Minnesota Agency Agreement #1052025 Between the Department of Transportation and the City St. Francis.

BUDGET IMPLICATION:

None at this time.

Attachments:

- Resolution 2023-02 Resolution Authorizing State of Minnesota Agency Agreement #1052025 Between the Department of Transportation and the City St. Francis.
- State of Minnesota Agency Agreement #1052025

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

RESOLUTION 2023-02

A RESOLUTION AUTHORIZING STATE OF MINNESOTA AGENCY AGREEMENT
#1052025 BETWEEN THE DEPARTMENT OF TRANSPORTATION
AND THE CITY OF ST. FRANCIS

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of St. Francis to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ST. FRANCIS, MINNESOTA THAT, the Mayor and Administrator are hereby authorized and directed for and on behalf of the City of St. Francis to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in “Minnesota Department of Transportation Agency Agreement No. 1052025,” a copy of which said agreement was before the City Council and which is made a part hereof by reference.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 3rd DAY OF JANUARY, 2023.

ATTEST:

Jennifer Wida, City Clerk

APPROVED:

Steven D. Feldman, Mayor

STATE OF MINNESOTA
AGENCY AGREEMENT
for
FEDERAL PARTICIPATION IN CONSTRUCTION

This Agreement is entered into by and between City of Saint Francis (“Local Government”) and the State of Minnesota acting through its Commissioner of Transportation (“MnDOT”).

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government’s agent in accepting federal funds on the Local Government’s behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration (“FHWA”) federal funds, hereinafter referred to as the “Project(s)”; and
2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
 - 2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and
 - 2.2. This project is for construction, not research and development.
 - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement; Prior Agreement

- 1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.
- 1.2. **Prior Agreement.** This Agreement supersedes the prior agreement between the parties, MnDOT Contract Number 1030094.

2. Local Government’s Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.
- 2.2. **Staffing.**
 - 2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, (“Project Engineer”), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This

written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.

2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.

2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.

2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.

2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

2.3.6. The Local Government will receive and open bids.

2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.

2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.

2.4. **Contract Administration.**

2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable

federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

- 2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. Limitations.

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate

for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities", which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of six years following the closing of the construction contract.

4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

- 5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
 - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
 - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
 - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further

agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.
6. **Conditions of Payment.** All services provided by Local Government under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.
7. **Authorized Representatives**
 - 7.1. MnDOT's Authorized Representative is:

Name: Kristine Elwood, or her successor.

Title: State Aid Engineer

Phone: 651-366-4831

Email: Kristine.elwood@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.
 - 7.2. The Local Government's Authorized Representative is:

Name: Kate Thunstrom or their successor.

Title: Saint Francis City Administrator

Phone: 763-267-6191

Email: kthunstrom@stfrancismn.org

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.
8. **Assignment Amendments, Waiver, and Agreement Complete**
 - 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
 - 8.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
 - 8.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
 - 8.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the

Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

- 8.5. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

- 11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

- 12. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will

not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
14. **Termination; Suspension**
 - 14.1. **Termination by MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
 - 14.2. **Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and/or requiring the return of all or part of the funds already disbursed.
 - 14.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
 - 14.3.1. It does not obtain funding from the Minnesota Legislature; or
 - 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
 - 14.4. **Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
15. **Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
16. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

- 17. Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18. Federal Contract Clauses

- 18.1. Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.
- 18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - 18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - 18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - 18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

- for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

18.1.10. Local Government will comply with 2 CFR § 200.323.

18.1.11. Local Government will comply with 2 CFR § 200.216.

18.1.12. Local Government will comply with 2 CFR § 200.322.

18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

18.5. **Federal Funding Accountability and Transparency Act (FFATA)**

18.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 18.5.4. The Local Government will obtain a Unique Entity Identifier number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each Project.
- 18.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

City of Saint Francis

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Colette Baumgardner, Community Development Director
SUBJECT: Planning Commission Appointment
DATE: January 3, 2023

OVERVIEW:

City code 2-4-2 identifies the establishment and composition of the Planning and Zoning Commission. This group of individual's reviews land use and zoning applications. The responsibility of the Commission is to make recommendations to Council on those issues brought forward.

The Planning Commission consists of seven voting members who are appointed by the City Council. Appointed members serve three-year terms. One third of the members are up at a time creating up to three open vacancies. Two-member terms were up as of December 31, 2022.

At this time, staff recommends filling one of the vacancies. For the second vacancy, staff has received information from two residents that have not been able to schedule an interview yet.

Applicant to be considered:

- Dustin Hingos – Planning Commission existing member appointed to fill vacancy on November 7, 2022.

ACTION TO BE CONSIDERED:

Council is requested to appoint Dustin Hingos to the Planning Commission for a term of January 1, 2023 to December 31, 2025



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: January 3, 2023

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$143,296.27 plus any additional bills that are handed out at council meeting.

Other Payments to be approved:

Debt service payments –N/A

Direct Transfers from Previous Month-N/A

Credit Card Payment- N/A

Manual Checks-\$100.00

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:

- 01-03-2023 Packet List-\$143,296.27
- 01-03-2023 Manual Check-December-\$100.00

CITY OF ST FRANCIS

12/28/22 1:16 PM

Page 1

*Claim Register©

AP 2022 01-03-2023

December 2022

Claim TypeClaim# 16981 *ALWAYS BRIGHT LIGHTS LTD*

Cash Payment E 101-45200-311 Contract HOLIDAY BANNERS - INSTALL \$450.00
 Invoice 1023

Transaction Date 12/28/2022 Due 12/28/2022 CASH 10100 **Total** \$450.00

Claim TypeClaim# 16988 *BASS, CHRISTINA*

Cash Payment E 101-41910-110 Commission Pay 2022 PLANNING COMMISSION PAY \$40.00
 Invoice .12312022

Transaction Date 12/28/2022 Due 12/28/2022 CASH 10100 **Total** \$40.00

Claim TypeClaim# 16987 *BECKER, DEAN*

Cash Payment E 101-41910-110 Commission Pay 2022 PLANNING COMMISSION PAY \$160.00
 Invoice .12312022

Transaction Date 12/28/2022 Due 12/28/2022 CASH 10100 **Total** \$160.00

Claim TypeClaim# 16902 *BELLBOY CORPORATION*

Cash Payment E 609-49751-206 Freight FREIGHT \$18.15
 Invoice 0097711300

Cash Payment E 609-49751-206 Freight FREIGHT \$7.28
 Invoice 0106156700

Cash Payment E 609-49751-251 Liquor LIQUOR \$1,279.75
 Invoice 0097711300

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC \$272.97
 Invoice 0106156700

Transaction Date 12/21/2022 Due 12/21/2022 CASH 10100 **Total** \$1,578.15

Claim TypeClaim# 16900 *BERNICK COMPANIES, THE*

Cash Payment E 609-49751-252 Beer BEER \$1,133.25
 Invoice 10025603

Transaction Date 12/21/2022 Due 12/21/2022 CASH 10100 **Total** \$1,133.25

Claim TypeClaim# 16892 *BGS (BARNA GUZY)*

Cash Payment E 101-41600-304 Civil Legal Fees BRIDGE STREET PURCHASE \$528.00
 Invoice 256251

Cash Payment E 101-41600-304 Civil Legal Fees GENE RECHTZIGEL PETITION FOR QUO WARRANTO \$784.00
 Invoice 255976

Cash Payment E 101-41600-304 Civil Legal Fees MISCELLANEOUS/NON RETAINER \$2,310.00
 Invoice 255813

Cash Payment E 101-41600-304 Civil Legal Fees COMMUNITY DEVELOPMENT \$3,416.00
 Invoice 255812

Cash Payment E 101-41600-304 Civil Legal Fees GENERAL LABOR \$2,310.00
 Invoice 255811

Cash Payment E 101-41600-304 Civil Legal Fees MUNICIPAL \$1,900.00
 Invoice 255810

Cash Payment E 101-41600-312 Criminal Legal Fees PROSECUTION/RETAINER FILE \$5,000.00
 Invoice 255799

Cash Payment E 101-41600-304 Civil Legal Fees LAKE STATE COMMERCIAL PURCHASE \$686.00
 Invoice 256078

CITY OF ST FRANCIS

*Claim Register©

AP 2022 01-03-2023

December 2022

Transaction Date	12/21/2022	Due 12/21/2022	CASH	10100	Total	\$16,934.00
Claim Type						
Claim#	16941	<i>BREAKTHRU BEVERAGE</i>				
Cash Payment	E 609-49751-206 Freight		FREIGHT			\$8.70
	Invoice 347069211					
Cash Payment	E 609-49751-206 Freight		FREIGHT			\$25.01
	Invoice 346963487					
Cash Payment	E 609-49751-206 Freight		FREIGHT			-\$1.45
	Invoice 410433646					
Cash Payment	E 609-49751-206 Freight		FREIGHT			\$0.96
	Invoice 346880887					
Cash Payment	E 609-49751-251 Liquor		LIQUOR			\$1,219.14
	Invoice 346963487					
Cash Payment	E 609-49751-254 Miscellaneous Merchandis		MISC			-\$18.06
	Invoice 410433646					
Cash Payment	E 609-49751-251 Liquor		LIQUOR			\$130.19
	Invoice 346880887					
Cash Payment	E 609-49751-251 Liquor		LIQUOR			\$676.95
	Invoice 347069211					
Cash Payment	E 609-49751-253 Wine		WINE			\$68.00
	Invoice 346963487					
Cash Payment	E 609-49751-254 Miscellaneous Merchandis		LIQUOR			\$117.75
	Invoice 346963487					
Transaction Date	12/27/2022	Due 12/27/2022	CASH	10100	Total	\$2,227.19
Claim Type						
Claim#	16939	<i>DAHLHEIMER DIST. CO. INC.</i>				
Cash Payment	E 609-49751-252 Beer		BEER			\$10,813.67
	Invoice 1804657					
Cash Payment	E 609-49751-252 Beer		BEER			\$8,552.30
	Invoice 1799887					
Cash Payment	E 609-49751-252 Beer		BEER			-\$264.60
	Invoice 1799959					
Cash Payment	E 609-49751-254 Miscellaneous Merchandis		MISC			\$300.00
	Invoice 1799887					
Transaction Date	12/27/2022	Due 12/27/2022	CASH	10100	Total	\$19,401.37
Claim Type						
Claim#	16985	<i>EAGLE GARAGE DOOR CO.</i>				
Cash Payment	E 101-43100-401 Buildings Maintenance		PUBLIC WORKS REPAIRS			\$2,329.80
	Invoice 8470					
Cash Payment	E 101-45200-401 Buildings Maintenance		PUBLIC WORKS DOOR REPAIRS			\$225.00
	Invoice 8469					
Transaction Date	12/28/2022	Due 12/28/2022	CASH	10100	Total	\$2,554.80
Claim Type						
Claim#	16992	<i>FAIRBANKS, LIZ</i>				
Cash Payment	E 101-41910-110 Commission Pay		2022 PLANNING COMMISSION PAY			\$160.00
	Invoice .12312022					
Transaction Date	12/28/2022	Due 12/28/2022	CASH	10100	Total	\$160.00
Claim Type						
Claim#	16980	<i>FERGUSON WATERWORKS, INC</i>				

CITY OF ST FRANCIS

12/28/22 1:16 PM

Page 3

*Claim Register©

AP 2022 01-03-2023

December 2022

Cash Payment E 601-49440-229 Project Maintenance PROJECT MAINTENANCE \$5,112.57
Invoice 0505775

Transaction Date 12/28/2022 Due 12/28/2022 CASH 10100 **Total** \$5,112.57

Claim Type

Claim# 16905 FIRE SAFETY USA, INC.

Cash Payment E 101-42210-437 Uniforms SFFD UNIFORMS \$1,385.00
Invoice 163983

Transaction Date 12/21/2022 Due 12/21/2022 CASH 10100 **Total** \$1,385.00

Claim Type

Claim# 16904 FLAHERTYS HAPPY TYME CO

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC \$78.00
Invoice 5829-12182022

Transaction Date 12/21/2022 Due 12/21/2022 CASH 10100 **Total** \$78.00

Claim Type

Claim# 16991 GENIN, GAIL

Cash Payment E 101-41910-110 Commission Pay 2022 PLANNING COMMISSION PAY \$20.00
Invoice .12312022

Transaction Date 12/28/2022 Due 12/28/2022 CASH 10100 **Total** \$20.00

Claim Type

Claim# 16903 GRANITE CITY JOBBING CO.

Cash Payment E 609-49751-206 Freight FUEL \$10.00
Invoice 312019

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC \$102.28
Invoice 312019

Cash Payment E 609-49751-256 Tobacco Products TOBACCO \$2,402.87
Invoice 312019

Cash Payment E 609-49750-210 Operating Supplies OPERATING \$249.19
Invoice 312019

Transaction Date 12/21/2022 Due 12/21/2022 CASH 10100 **Total** \$2,764.34

Claim Type

Claim# 16938 HACH COMPANY

Cash Payment E 601-49440-233 Water Plant Maint WATER PLANT MAINTENANCE \$230.67
Invoice 13348410

Transaction Date 12/27/2022 Due 12/27/2022 CASH 10100 **Total** \$230.67

Claim Type

Claim# 16948 HAKANSON ANDERSON ASSOC., I

Cash Payment E 405-43100-806 2021 Street Improvements POPPY ST & 229TH LN RECON PROJECT \$9,472.39
Invoice 49949

Cash Payment E 405-43100-809 Patriot Parkway PATRIOT PARKWAY \$4,880.50
Invoice 49950

Cash Payment E 405-43100-807 2022 Street Improvements 2022 STREET REHAB PROJECT \$1,635.00
Invoice 49948

Cash Payment E 603-49490-303 Engineering Fees ROUTINE RETAINER \$800.00
Invoice 49952

Cash Payment E 405-43100-805 2020 Street Improvements 2020 STREET RECONSTRUCTION/WATERMAIN PROJECT \$708.00
Invoice 49947

Cash Payment G 803-22195 Brother Dev 2022 (Enchanted) ENCHANTED MEADOWS \$1,186.50
Invoice 49946

CITY OF ST FRANCIS

*Claim Register©

AP 2022 01-03-2023

December 2022

Cash Payment	G 803-22043 Esc-Laketown (Rivers Edge)	RIVERS EDGE 5TH ADDITION	\$727.26
Invoice	49944		
Cash Payment	G 803-22003 Turtle Ponds #4	TURTLE PONDS 4TH ADDITION	\$1,578.14
Invoice	49942		
Cash Payment	G 803-22043 Esc-Laketown (Rivers Edge)	RIVERS EDGE 3RD ADDITION	\$318.00
Invoice	49941		
Cash Payment	G 803-22179 Vista Prairie-Site Plan	VISTA PRAIRIE	\$423.75
Invoice	49945		
Cash Payment	E 101-41910-303 Engineering Fees	BUILDING PERMIT REVIEWS 2022	\$65.25
Invoice	49953		
Cash Payment	G 803-22043 Esc-Laketown (Rivers Edge)	RIVERS EDGE 45H ADDITION	\$159.00
Invoice	49943		
Cash Payment	G 803-22043 Esc-Laketown (Rivers Edge)	RIVERS EDGE 2ND ADDITION	\$469.75
Invoice	49940		
Cash Payment	E 405-43100-806 2021 Street Improvements	MUNICIPAL STATE AID 2022	\$472.00
Invoice	50008		
Cash Payment	G 803-22043 Esc-Laketown (Rivers Edge)	RIVERS EDGE	\$327.38
Invoice	49939		
Cash Payment	E 101-43100-303 Engineering Fees	GENERAL ENGINEERING 2022	\$3,919.25
Invoice	49951		
Transaction Date	12/27/2022	Due 12/27/2022 CASH	10100
			Total \$27,142.17

Claim Type

Claim# 16990 HINGOS, DUSTIN

Cash Payment	E 101-41910-110 Commission Pay	2022 PLANNING COMMISSION PAY	\$20.00
Invoice	.12312022		

Transaction Date	12/28/2022	Due 12/28/2022 CASH	10100	Total	\$20.00
------------------	------------	---------------------	-------	--------------	---------

Claim Type

Claim# 16989 HUMMAN, DEBORAH

Cash Payment	E 101-41910-110 Commission Pay	2022 PLANNING COMMISSION PAY	\$120.00
Invoice	.12312022		

Transaction Date	12/28/2022	Due 12/28/2022 CASH	10100	Total	\$120.00
------------------	------------	---------------------	-------	--------------	----------

Claim Type

Claim# 17000 INNOVATIVE OFFICE SOLUTIONS,

Cash Payment	E 101-42110-200 Office Supplies	OFFICE SUPPLIES	\$168.60
Invoice	IN4031889		

Cash Payment	E 101-43100-200 Office Supplies	OFFICE SUPPLIES	\$3.22
Invoice	IN4040499		

Transaction Date	12/28/2022	Due 12/28/2022 CASH	10100	Total	\$171.82
------------------	------------	---------------------	-------	--------------	----------

Claim Type

Claim# 16996 ISD #15

Cash Payment	E 101-45200-218 Equipment Maintenance	FRONT END LOADER REPAIRS	\$36.50
Invoice	9553		

Transaction Date	12/28/2022	Due 12/28/2022 CASH	10100	Total	\$36.50
------------------	------------	---------------------	-------	--------------	---------

Claim Type

Claim# 16954 JEFFERSON FIRE & SAFETY INC.

Cash Payment	E 101-42210-218 Equipment Maintenance	CLEANING & REPAIRS	\$95.00
Invoice	IN147600		

Transaction Date	12/27/2022	Due 12/27/2022 CASH	10100	Total	\$95.00
------------------	------------	---------------------	-------	--------------	---------

Claim Type

Claim# 16914 JOHNSON BROS WHLSE LIQUOR

CITY OF ST FRANCIS

12/28/22 1:16 PM

Agenda Item # 4F.

Page 5

*Claim Register©

AP 2022 01-03-2023

December 2022

Cash Payment	E 609-49751-206 Freight	FREIGHT				\$33.26
	Invoice 2200561					
Cash Payment	E 609-49751-206 Freight	FREIGHT				\$55.12
	Invoice 2200560					
Cash Payment	E 609-49751-251 Liquor	LIQUOR				\$4,574.10
	Invoice 2200560					
Cash Payment	E 609-49751-253 Wine	WINE				\$709.36
	Invoice 2200561					
Transaction Date	12/21/2022	Due 12/21/2022	CASH	10100	Total	\$5,371.84

Claim Type

Claim# 16995 KELLY, TARA

Cash Payment	E 101-41910-110 Commission Pay	2022 PLANNING COMMISSION PAY				\$100.00
	Invoice .12312022					

Transaction Date	12/28/2022	Due 12/28/2022	CASH	10100	Total	\$100.00
------------------	------------	----------------	------	-------	--------------	----------

Claim Type

Claim# 16978 KODIAK POWER SYSTEMS

Cash Payment	E 601-49440-233 Water Plant Maint	WATER PLANT MAINTENANCE				\$4,350.00
	Invoice KPS1165					

Transaction Date	12/28/2022	Due 12/28/2022	CASH	10100	Total	\$4,350.00
------------------	------------	----------------	------	-------	--------------	------------

Claim Type

Claim# 16977 LEPAGE & SONS

Cash Payment	E 101-43210-439 Recycling Days	RECYCLING				\$466.10
	Invoice 193128					

Transaction Date	12/28/2022	Due 12/28/2022	CASH	10100	Total	\$466.10
------------------	------------	----------------	------	-------	--------------	----------

Claim Type

Claim# 16911 MCDONALD DIST CO.

Cash Payment	E 609-49751-252 Beer	BEER				-\$101.70
	Invoice 664837					

Cash Payment	E 609-49751-252 Beer	BEER				-\$146.10
	Invoice 665968					

Cash Payment	E 609-49751-252 Beer	BEER				\$940.80
	Invoice 665943					

Cash Payment	E 609-49751-251 Liquor	LIQUOR				\$111.90
	Invoice 664808					

Cash Payment	E 609-49751-252 Beer	BEER				\$3,514.55
	Invoice 664809					

Cash Payment	E 609-49751-251 Liquor	LIQUOR				\$574.00
	Invoice 665944					

Cash Payment	E 609-49751-252 Beer	BEER				\$8,722.10
	Invoice 665945					

Transaction Date	12/21/2022	Due 12/21/2022	CASH	10100	Total	\$13,615.55
------------------	------------	----------------	------	-------	--------------	-------------

Claim Type

Claim# 16922 MN STATE FIRE CHIEFS ASSN.

Cash Payment	E 101-42210-433 Dues and Subscriptions	MEMBERSHIP RENEWAL 2023				\$160.00
	Invoice 5274					

Cash Payment	E 101-42210-208 Training	TIM KIZER - DULUTH FOTOS ATTENDEE				\$285.00
	Invoice 5347					

Transaction Date	12/21/2022	Due 12/21/2022	CASH	10100	Total	\$445.00
------------------	------------	----------------	------	-------	--------------	----------

Claim Type

Claim# 16984 NORTH METRO TREE SERVICE IN

CITY OF ST FRANCIS

*Claim Register©

AP 2022 01-03-2023

December 2022

Cash Payment	E 101-43100-311 Contract	4058 ST FRANCIS BLVD - 22920 RUM RIVER BLVD	\$750.00
Invoice .12192022			
Transaction Date	12/28/2022	Due 12/28/2022 CASH	10100
Total			\$750.00
Claim Type			
Claim#	16920	OPUS 21	
Cash Payment	E 601-49440-382 Utility Billing	UTILITY BILLING	\$1,400.73
Invoice 221170			
Cash Payment	E 602-49490-382 Utility Billing	UTILITY BILLING	\$1,400.73
Invoice 221170			
Transaction Date	12/21/2022	Due 12/21/2022 CASH	10100
Total			\$2,801.46
Claim Type			
Claim#	16919	PAUSTIS WINE COMPANY	
Cash Payment	E 609-49751-206 Freight	FREIGHT	\$10.00
Invoice 187241			
Cash Payment	E 609-49751-253 Wine	WINE	\$328.75
Invoice 187241			
Transaction Date	12/21/2022	Due 12/21/2022 CASH	10100
Total			\$338.75
Claim Type			
Claim#	16994	PAVEK, DUSTIN	
Cash Payment	E 101-41910-110 Commission Pay	2022 PLANNING COMMISSION PAY	\$200.00
Invoice .12312022			
Transaction Date	12/28/2022	Due 12/28/2022 CASH	10100
Total			\$200.00
Claim Type			
Claim#	16998	PAVELICH-BECK, BRENDA	
Cash Payment	E 101-41910-110 Commission Pay	2022 EDA MEETING COMMISSION	\$20.00
Invoice .12312022			
Transaction Date	12/28/2022	Due 12/28/2022 CASH	10100
Total			\$20.00
Claim Type			
Claim#	16967	PEPSI COLA	
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC	\$358.45
Invoice 68607504			
Transaction Date	12/27/2022	Due 12/27/2022 CASH	10100
Total			\$358.45
Claim Type			
Claim#	16918	PHILLIPS WINE & SPIRITS CO.	
Cash Payment	E 609-49751-206 Freight	FREIGHT	\$67.36
Invoice 6514286			
Cash Payment	E 609-49751-206 Freight	FREIGHT	\$7.00
Invoice 6517928			
Cash Payment	E 609-49751-206 Freight	FREIGHT	\$5.25
Invoice 6517929			
Cash Payment	E 609-49751-206 Freight	FREIGHT	\$20.72
Invoice 6514287			
Cash Payment	E 609-49751-206 Freight	FREIGHT	\$1.75
Invoice 6514288			
Cash Payment	E 609-49751-206 Freight	FREIGHT	\$34.11
Invoice 6517927			
Cash Payment	E 609-49751-251 Liquor	LIQUOR	-\$14.24
Invoice 686293			

CITY OF ST FRANCIS

*Claim Register©

AP 2022 01-03-2023

December 2022

Cash Payment	E 609-49751-253 Wine	WINE				\$600.60
	Invoice 6514287					
Cash Payment	E 609-49751-251 Liquor	LIQUOR				\$3,080.75
	Invoice 6514286					
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC				\$27.95
	Invoice 6514288					
Cash Payment	E 609-49751-253 Wine	WINE				\$173.50
	Invoice 6517928					
Cash Payment	E 609-49751-251 Liquor	LIQUOR				\$2,290.75
	Invoice 6517927					
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC				\$203.75
	Invoice 6517929					
Transaction Date	12/21/2022	Due 12/21/2022	CASH	10100	Total	\$6,499.25

Claim TypeClaim# 16929 *RAPIT PRINTING*

Cash Payment	E 101-45200-218 Equipment Maintenance	EQUIPMENT MAINTENANCE FORMS				\$713.04
	Invoice 242714					
Transaction Date	12/21/2022	Due 12/21/2022	CASH	10100	Total	\$713.04

Claim TypeClaim# 16928 *RMB ENVIRONMENTAL LAB*

Cash Payment	E 602-49490-313 Sample Testing	WEEKS 2-4 COOLER 1				\$145.93
	Invoice B007745					
Cash Payment	E 602-49490-313 Sample Testing	ALL WEEKS COOLER 2				\$82.76
	Invoice B007762					
Transaction Date	12/21/2022	Due 12/21/2022	CASH	10100	Total	\$228.69

Claim TypeClaim# 16997 *RODGER, MICHAEL*

Cash Payment	E 101-41910-110 Commission Pay	2022 EDA MEETING COMMISSION				\$20.00
	Invoice .12312022					
Transaction Date	12/28/2022	Due 12/28/2022	CASH	10100	Total	\$20.00

Claim TypeClaim# 16993 *SIEVERT, COLLEEN*

Cash Payment	E 101-41910-110 Commission Pay	2022 PLANNING COMMISSION PAY				\$100.00
	Invoice .12312022					
Transaction Date	12/28/2022	Due 12/28/2022	CASH	10100	Total	\$100.00

Claim TypeClaim# 16971 *SOUTHERN GLAZERS OF MN*

Cash Payment	E 609-49751-253 Wine	WINE				-\$14.67
	Invoice 0082678					
Cash Payment	E 609-49751-206 Freight	FREIGHT				\$21.76
	Invoice 2295300					
Cash Payment	E 609-49751-206 Freight	FREIGHT				\$46.72
	Invoice 2295299					
Cash Payment	E 609-49751-253 Wine	WINE				-\$23.52
	Invoice 0082677					
Cash Payment	E 609-49751-206 Freight	FREIGHT				\$0.32
	Invoice 5090852					
Cash Payment	E 609-49751-206 Freight	FREIGHT				\$7.68
	Invoice 2292809					

CITY OF ST FRANCIS

12/28/22 1:16 PM

Agenda Item # 4F.

Page 8

*Claim Register©

AP 2022 01-03-2023

December 2022

Cash Payment	E 609-49751-206 Freight	FREIGHT				\$17.92
	Invoice 2292810					
Cash Payment	E 609-49751-253 Wine	WINE				\$23.52
	Invoice 5090852					
Cash Payment	E 609-49751-251 Liquor	LIQUOR				\$4,404.15
	Invoice 2295299					
Cash Payment	E 609-49751-253 Wine	WINE				\$891.92
	Invoice 2292810					
Cash Payment	E 609-49751-253 Wine	WINE				\$1,074.57
	Invoice 2295300					
Cash Payment	E 609-49751-251 Liquor	LIQUOR				\$715.94
	Invoice 2292809					
Transaction Date	12/27/2022	Due 12/27/2022	CASH	10100	Total	\$7,166.31

Claim Type

Claim# 16923 *TIMESAVER OFF SITE SEC. INC*

Cash Payment	E 101-41400-311 Contract	CITY COUNCIL MINUTES				\$341.38
	Invoice M27849					

Transaction Date	12/21/2022	Due 12/21/2022	CASH	10100	Total	\$341.38
------------------	------------	----------------	------	-------	--------------	----------

Claim Type

Claim# 16931 *TJ ASSOCIATES*

Cash Payment	E 101-42110-200 Office Supplies	PD CHRISTMAS CARDS				\$115.00
	Invoice 239776					

Transaction Date	12/21/2022	Due 12/21/2022	CASH	10100	Total	\$115.00
------------------	------------	----------------	------	-------	--------------	----------

Claim Type

Claim# 16982 *TOM LYNCH ELECTRIC*

Cash Payment	E 101-45200-401 Buildings Maintenance	ELECTRIC WORK				\$525.00
	Invoice .12012022					

Cash Payment	E 101-43100-401 Buildings Maintenance	ELECTRIC WORK				\$325.00
	Invoice .12012022-1					

Cash Payment	E 602-49490-401 Buildings Maintenance	ELECTRIC WORK				\$150.00
	Invoice .12012022					

Cash Payment	E 601-49440-401 Buildings Maintenance	ELECTRIC WORK				\$225.00
	Invoice .12012022-1					

Cash Payment	E 101-43100-386 Street Lighting	ELECTRIC WORK				\$1,450.00
	Invoice .12012022-1					

Cash Payment	E 101-41940-401 Buildings Maintenance	ELECTRIC WORK				\$625.00
	Invoice .12012022					

Cash Payment	E 101-43100-386 Street Lighting	ELECTRIC WORK				\$150.00
	Invoice .12012022-1					

Cash Payment	E 602-49490-401 Buildings Maintenance	ELECTRIC WORK				\$250.00
	Invoice .12012022-1					

Transaction Date	12/28/2022	Due 12/28/2022	CASH	10100	Total	\$3,700.00
------------------	------------	----------------	------	-------	--------------	------------

Claim Type

Claim# 16999 *TRI-COUNTY LAW ENFORCEMENT*

Cash Payment	E 101-42110-433 Dues and Subscriptions	ANNUAL DUES				\$75.00
	Invoice .122022					

Transaction Date	12/28/2022	Due 12/28/2022	CASH	10100	Total	\$75.00
------------------	------------	----------------	------	-------	--------------	---------

Claim Type

Claim# 16930 *UHL COMPANY, INC*

CITY OF ST FRANCIS

12/28/22 1:16 PM

Agenda Item # 4F.

Page 9

***Claim Register©**

AP 2022 01-03-2023

December 2022

Cash Payment	E 101-43100-401 Buildings Maintenance	BUILDING MAINTENANCE				\$733.00
	Invoice 48613					
Cash Payment	E 101-45200-401 Buildings Maintenance	BUILDING MAINTENANCE				\$733.00
	Invoice 48613					
Cash Payment	E 601-49440-401 Buildings Maintenance	BUILDING MAINTENANCE				\$733.00
	Invoice 48613					
Cash Payment	E 602-49490-401 Buildings Maintenance	BUILDING MAINTENANCE				\$733.00
	Invoice 48613					
Cash Payment	E 101-42110-401 Buildings Maintenance	BUILDING MAINTENANCE				\$733.00
	Invoice 48613					
Transaction Date	12/21/2022	Due 12/21/2022	CASH	10100	Total	\$3,665.00

Claim Type

Claim# 16968 VINOCOPIA, INC.

Cash Payment	E 609-49751-206 Freight	FREIGHT				\$7.50
	Invoice 0320371					
Cash Payment	E 609-49751-251 Liquor	LIQUOR				\$195.21
	Invoice 0320371					
Cash Payment	E 609-49751-253 Wine	WINE				\$96.00
	Invoice 0320371					
Transaction Date	12/27/2022	Due 12/27/2022	CASH	10100	Total	\$298.71

Pre-Written Checks	\$0.00
Checks to be Generated by the Compute	\$133,554.36
Total	\$133,554.36

CITY OF ST FRANCIS

*Claim Register©

AP 2023 01-03-2023

December 2022

Claim Type

Claim#	16936	ELECTRO WATCHMAN, INC.				
Cash Payment	E 609-49750-401	Buildings Maintenance	FIRE ALARM MONITORING-BOTTLE SHOP			\$961.23
	Invoice	397107				
Cash Payment	E 101-41940-445	Security	ALARM MONITORING - CITY HALL			\$419.40
	Invoice	397106				
Transaction Date	12/21/2022	Due 12/21/2022	CASH	10100	Total	\$1,380.63

Claim Type

Claim#	16935	INFINITE DATA				
Cash Payment	E 101-43100-310	Computer Consulting Fees	CIP SOFTWARE			\$552.50
	Invoice	1525				
Cash Payment	E 601-49440-310	Computer Consulting Fees	CIP SOFTWARE			\$552.50
	Invoice	1525				
Cash Payment	E 602-49490-310	Computer Consulting Fees	CIP SOFTWARE			\$552.50
	Invoice	1525				
Cash Payment	E 101-42110-310	Computer Consulting Fees	CIP SOFTWARE			\$552.50
	Invoice	1525				
Cash Payment	E 101-42210-310	Computer Consulting Fees	CIP SOFTWARE			\$552.50
	Invoice	1525				
Cash Payment	E 609-49750-310	Computer Consulting Fees	CIP SOFTWARE			\$487.50
	Invoice	1525				
Transaction Date	12/21/2022	Due 12/21/2022	CASH	10100	Total	\$3,250.00

Claim Type

Claim#	17001	LAW ENFORCEMENT LABOR SVC				
Cash Payment	G 101-21707	Union Dues	OFFICER DUES - JANUARY 2023			\$607.50
	Invoice	.01012023				
Transaction Date	12/28/2022	Due 12/28/2022	CASH	10100	Total	\$607.50

Claim Type

Claim#	16934	MN NCPERS LIFE INSURANCE				
Cash Payment	G 101-21713	MN Life	INSURANCE PREMIUM 01/01/2023-01/31/2023			\$128.00
	Invoice	733400012023				
Transaction Date	12/21/2022	Due 12/21/2022	CASH	10100	Total	\$128.00

Claim Type

Claim#	16933	UPPER RUM RIVER WATERSHED				
Cash Payment	E 101-49200-471	Watershed	2023 CONTRIBUTIONS			\$4,375.78
	Invoice	.12122022				
Transaction Date	12/21/2022	Due 12/21/2022	CASH	10100	Total	\$4,375.78

Pre-Written Checks	\$0.00
Checks to be Generated by the Compute	\$9,741.91
Total	\$9,741.91

Total Both Batches
 \$133,554.36
 \$ 9,741.91
 \$143,296.27

CITY OF ST FRANCIS

12/28/22 1:20 PM

Agenda Item # 4F.

Page 1

*Claim Register©

AP MANUAL 12-2022

December 2022

Claim Type

Claim#	16875	FAANES, AMY	Ck#	081357	12/20/2022	
Cash Payment	R 101-36230	Donations		REFUND DONATION		\$100.00
Invoice	.12202022					
Transaction Date	12/20/2022	Due 12/20/2022	CASH	10100	Total	\$100.00

Pre-Written Checks	\$100.00
Checks to be Generated by the Compute	\$0.00
Total	\$100.00



CITY COUNCIL AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Release RFP for Construction Manager
DATE: January 3, 2023

OVERVIEW:

As the City continues its path forward on the City Hall / Fire Station Facility, the next step in the process is to release an RFP for a Construction Manager. The RFP would be located on the City Website as well and direction invitation to known Managers that have worked with this type of a project. The deadline for the RFP is January 25, 2023 and it is anticipated that the Building Committee will interview a selected group from the submissions on or about February 6th and Council selection on February 21st.

ACTION TO BE CONSIDERED:

Council to approve the release of the RFP for a Construction Manager of the new city facility.

Attachments:

- Request for Proposal for St. Francis City Hall & Fire Station

REQUEST FOR PROPOSAL (RFP)

PROJECT:

**St. Francis City Hall & Fire Station
Construction Manager at Risk (CMaR) Services**



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

January 4th, 2023

TABLE OF CONTENTS

- 1.0 PROJECT INTRODUCTION AND SCOPE**
- 2.0 PROCESS DESCRIPTION**
- 3.0 INSTRUCTIONS TO CONSTRUCTION MANAGERS**
- 4.0 REQUIRED SUBMISSION CONTENTS**
- 5.0 EVALUATION CRITERIA**
- 6.0 PROPOSED CONSTRUCTION SCHEDULE**
- 7.0 ADDITIONAL INFORMATION**
- 8.0 GENERAL CONDITIONS**
- 9.0 SCHEDULE OF ATTACHMENTS**

GENERAL

The City of St. Francis, MN (The City) is issuing a Request for Proposal (RFP) for Construction Manager at Risk (CMaR) services necessary to deliver complete construction management for the construction of a new combination City Hall and Fire Station. The City Hall and Fire Station will serve as a community asset as well as setting the standard for a new “downtown” corridor.

1.0 PROJECT INTRODUCTION AND SCOPE

The City is seeking to develop a City Hall and Fire Station that will house City and Fire administration, Council Chambers, training and conference rooms, a fitness room, fire bunk and day rooms, and apparatus bays. The site will feature a public plaza, and ample parking for City and Fire department use. The proposed project, estimated at approximately 34,000 sq. ft. and \$10 million (construction cost), will be an asset to the community in a multitude of ways.

The City is interested in entering into an agreement with a Construction Manager at Risk (CMaR) to facilitate the construction of the City Hall and Fire Station, including but not limited to, the building, plaza, parking lot, and landscaping.

The Construction Manager for the project will oversee the project with assistance as needed from the Architect and Engineer of Record. The Construction Manager will assist in pre-construction CM services, review contract documents, provide The City a guaranteed maximum price (GMP), solicit bids and manage the bid process, and manage the overall construction operation throughout the duration of the project.

2.0 PROCESS DESCRIPTION

2.1 The City has selected Brunton Architects & Engineers for the purpose of providing comprehensive design and oversight for the development of a new City Hall and Fire Station. The City’s intent is to solicit a CMaR company that is honest, accurate, and complete that will provide a working partnership for this project. The initial phase, Phase I, will consist of a Construction Manager’s Proposal submitted to The City for review. The City will evaluate proposals and select the Construction Manager(s) to be invited to participate in the second phase of the process, Phase II Interview.

2.2 The proposed schedule for the RFP review is as follows:

January 4, 2023	Request for Proposal sent to invited CMaR
January 25, 2023	Phase I, Request for Proposal Due
February 6, 2023	Phase II, CMaR Interviews
February 21, 2023	Selection of CMaR

2.3 The City selection committee will include, but may not be limited to, select members of the Building Committee and City Council.

- 2.4 All questions pertaining to the content of this RFP are to be directed to Kate Thunstrom, City Administrator in writing at kate.thunstrom@stfrancis.org. No direct contact or solicitations of any kind will be allowed with any City member, as the respondent may be then disqualified, and their proposal not reviewed and sent back unopened.

3.0 INSTRUCTIONS TO CONSTRUCTION MANAGERS

- 3.1 In order to be considered for selection, companies must submit by email one PDF copy of their RFP by 2:00 pm on Wednesday, January 25th, 2023 to:

Kate Thunstrom
City Administrator
City of St. Francis
kate.thunstrom@stfrancismn.org

- 3.2 All information submitted to The City will be considered private information. Upon submission, all documents become the property of The City.

4.0 REQUIRED SUBMISSION CONTENTS

The body of the RFP shall include the following items (limit to 35 page faces not counting covers, cover letter, table of contents and divider sheets): The information must be presented and tabulated in the order and format requested below:

- 4.1 Company Background
- Name and address of company and office locations
 - Length of time in business
 - Company ownership and legal structure, (LLC, Sole Proprietorship, Limited Liability Partnership, Inc, etc)
 - Proof of \$2.0 Million in E&O Liability Insurance
- 4.2 Key Personnel
- Organizational chart (Principal in Charge, Project Manager, On-site Superintendent minimum)
 - Resumes of key personnel, provide the following information;
 - List years of experience
 - Years with company
 - List number of municipal projects each personnel has completed
- 4.3 Related CMaR Projects
- Organizational chart (Principal in Charge, Project Manager)
 - Year Completed
 - Construction Type (Steel Framed, Precast Concrete, Brick & Mortar, Etc.)
 - Cost of Construction, including cost/SF.
 - Percentage of Change Orders
- 4.4 Related Municipal Projects
- Organizational chart (Principal in Charge, Project Manager)
 - Year Completed

- Construction Type (Steel Framed, Precast Concrete, Brick & Mortar, Etc.)
 - Cost of Construction, including cost/SF.
 - Percentage of Change Orders
- 4.5 CMAr Fees & General Conditions and Project Management / Supervision
- Fixed Fee of Pre-Construction Services
 - Fixed Fee of General Conditions & Project Management
 - Exclude following in proposal: insurance, contingencies, bonds, liabilities, taxes
 - CMAr Fee Percentage based on estimated construction cost of \$10 million dollars.
 - Exclude Pre-Construction Fee
 - Exclude General Conditions & Project Management

5.0 EVALUATION CRITERIA

The City realizes the selection of the Construction Manager that will be engaged to provide CMAr services for the City of St. Francis is of critical importance to the project. Proposers are expected to submit RFP's that are accurate, complete and contain all terms and conditions that they feel are necessary.

Candidates and their respective RFP's will be evaluated as outlined below and Section 4.

- Construction Management company must provide (3) three related projects that the company managed in the past (5) five years as CMAr. List the name of the project manager(s) involved in the projects and provide a verification statement that the employee is still employed with the company.
- Construction Management company must list (3) three projects that the company managed in the past (7) seven years for municipalities. List the name of the project manager(s) involved in the projects and provide a verification statement that the employee is still employed with the company.
- Provide an itemized per month inclusive list of all proposed General Conditions and Project Management / Supervision required based on your expertise and experience to complete and build the proposed project in the timeline identified below in 6.0. Provide a separate percentage of fee amount (Profit and Overhead calculated based on the total construction cost) and Pre-Construction services for the proposed project that is estimated to be around \$10 million dollars.

6.0 PROPOSED CONSTRUCTION SCHEDULE

The project construction schedule is estimated as follows:

- Selection of Construction Management (CMAr) company: 02/13/2022
- Bid Date: 07/01/2023
- Sitework Begins: 08/28/2023
- Estimated Construction Duration: approx. 18 months
- Project Completion: February 2025

7.0 ADDITIONAL INFORMATION

- **Release of Claims, Liability, and Preparation Expenses.** It is agreed by and between the parties of this RFP that in no event shall the City itself nor any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection hereto.

Under no circumstances shall the City be responsible for any proposal preparation expenses, submission costs, or any other expenses, costs, or damages of whatever nature incurred as the result of a respondent's participation in this RFP process. The respondent understands and agrees that it submits its proposal at its own risk and expense, and releases the City from any claim for damages or other liability arising out of the RFP and award process.

- **Errors in Proposals:** The City shall not be liable for any errors in the respondent's proposal. No modifications to the proposal shall be accepted from the respondent after the submittal date and time. The Respondent is responsible for careful review of its entire proposal to ensure that all information is correct and complete. Respondents are responsible for all errors or omissions contained in their proposals.
- **Withdrawing Proposals:** Respondents may withdraw their proposal at any time prior to the submittal deadline by submitting a written request to the contact for RFP inquiries indicated in Section 2.4 of this RFP document. The written request must be signed by an authorized representative of the respondent. The respondent may submit another proposal at any time prior to the submittal deadline. No proposal may be withdrawn after the submittal date and time without approval by the City. Such approval shall be based on the respondent's submittal, in writing, of a reason acceptable to the City in its sole discretion.

8.0 GENERAL CONDITIONS

- **Invitation for Proposals.** The issuance of this RFP constitutes only an invitation to submit proposals to the City of St. Francis as a means by which the City can acquire information related to retaining Construction Management at Risk services. It does not constitute a final contract to provide the services, materials, and equipment that may be contemplated as part of this RFP.
- **The City reserves the right to reject any or all proposals wholly or in part and to waive any technicalities, informalities, or irregularities in any proposal and/or waive minor irregularities in the proposal request which, in its sole judgment, does not serve its best interests.**
- **Submission of Proposals.** The City is not obligated to respond to any proposal submitted nor is the City legally bound in any manner whatsoever by the submission of a proposal.
- **Compliance with Minimum Standards.** The City reserves the right to determine, in its sole and absolute discretion, whether any aspect of any proposal satisfactorily meets the criteria established in this RFP.

- Indemnification. To the fullest extent permitted by law, Proposers agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Proposer's negligence or the Proposer's performance or failure to perform its obligations under this Proposal and any subsequent Agreement. Proposer's indemnification obligation shall apply to the Proposer's subcontractor(s), or anyone directly or indirectly employed or hired by Proposers, or anyone for whose acts Proposers may be liable. Proposers agree this indemnity obligation shall survive the completion or termination of work requested in this RFP and any subsequent Agreement.
- Independent Contractor. It is expressly understood that the Proposers are an "independent contractor" and not an employee of the City. Proposers shall have control over the manner in which the Services are performed under their Proposal and any subsequent Agreement. Proposers shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the Services contemplated by this RFP. Proposers shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this RFP or any subsequent Agreement shall be deemed to constitute a partnership, joint venture or agency relationship between the Parties.
- Use of Proposal Ideas. The City reserves the right to use any or all Proposer ideas presented. Selection or rejection of the proposal does not affect this right.
- Required Submittals of the company selected (if any company is selected).
 - a. Insurance. The Proposer shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the City for this proposal and, if successful, throughout the term of the work contemplated by this RFP.
 - 1. Commercial General Liability Insurance
 - a. \$3,000,000 per occurrence/\$4,000,000 annual aggregate
 - b. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured. All policies shall be written on an occurrence basis using ISO form CG 00 01 07 98 or its equivalent.
 - 2. Automobile Insurance
 - a. Coverage shall be provided for hired, non-owned and owned auto.
 - b. Minimum limits: \$1,500,000 per occurrence /\$1,500,000 annual aggregate
 - 3. Workers' Compensation and Employer's Liability as required by Minnesota Law.
 - 4. Professional Liability/Errors and Omissions Coverage.
 - a. \$1,000,000 per claim. \$2,000,000 per aggregate. All policies shall be written as acceptable to City.
 - 5. Certificate of insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then: 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of

the inception of this Agreement; and 2) evidence of coverage shall be provided for three years beyond expiration of this Agreement.

6. All Certificates of Insurance shall provide that the insurance company gives the City sixty (60) days prior written notice of cancellation, non-renewal and/or any material change in policy.
7. The above sub-paragraphs establish the City's insurance requirements, and it is the sole responsibility of Proposer to purchase and maintain additional insurance that may be necessary in connection with this Proposal as it deems fit.
8. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. Proposer shall not commence work until the Proposer has obtained the required insurance and filed an acceptable Certificate(s) of Insurance with the City. Copies of insurance policies shall be submitted to the City upon request.
9. Nothing in this Agreement shall constitute a waiver by the City of any statutory or common law immunities, limits, or exceptions on liability.
10. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than A.

9.0 SCHEDULE OF ATTACHMENTS

- St. Francis City Hall and Fire Station – Progress Plans and Concept Renderings



CITY COUNCIL AGENDA
REPORT

TO: Kate Thunstrom, City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: Comprehensive Sanitary Sewer and Water System Plan
DATE: January 3, 2023

OVERVIEW:

This agenda item includes the engineering services for the preparation of a comprehensive sanitary sewer and water system plan for the City’s 2040 sewer and water service area. A detailed proposal is attached.

This project is broken into two separate tasks. The first task consists of analyzing the Highway 47 urban service area. The City has recently received a preliminary plat application for the Bluffs of Rum River development. It is proposed that the trunk sewer and water will be extended through the proposed development, and it will be necessary to determine the trunk oversizing and extra depth required to serve the future urban service district that adjoins the proposed plat. The review of this area is also important with the pending Trunk Highway 47 improvements. Most of the sewer and water facilities in the TH 47 corridor are from the original 1973 sewer and water improvement project. It is very likely that some of these facilities will need to be upgraded as development continues north of Ambassador Boulevard.

The second task consists of analyzing the Rum River Blvd (CR 72) urban service area. Due to the Rum River Wild and Scenic zoning requirements, it is uncertain if future development will occur to the north of the Rivers Edge development(s). We propose to evaluate the urban service district to determine the necessary trunk sanitary sewer and water system improvements for urban development to the east.

ACTION TO BE CONSIDERED:

Consider approval of engineering services for the preparation of a Comprehensive Sanitary Sewer and Water System Plan

BUDGET IMPLICATION:

The total for tasks 1 and 2 is estimated to be \$28,000 as summarized below. We propose to complete this work at our standard City hourly billing rates with a not to exceed budget of \$28,000. As stated above, the most time sensitive task is the Highway 47 (North) Urban Service Area and if the City desires it may move forward with only that task at this time.

Summary of costs by Task:

Task 1 -Highway 47 (North) Urban Service Area Water and Sewer Study - \$18,500

Task 2 - Rum River Blvd (East) Urban Service Area Water and Sewer Study	<u>\$ 9,500</u>
Total	\$28,000

Attachments:

- Detailed Proposal

December 26, 2022

Paul Carpenter, Public Works Director
City of St. Francis
23340 Cree Street NW
St. Francis, MN 55070

RE: Comprehensive Sanitary Sewer and Water System Planning

Dear Mr. Carpenter:

We are pleased to present the following proposal for engineering services for comprehensive sanitary sewer and water system planning for the City of St. Francis.

PROJECT DEFINITION

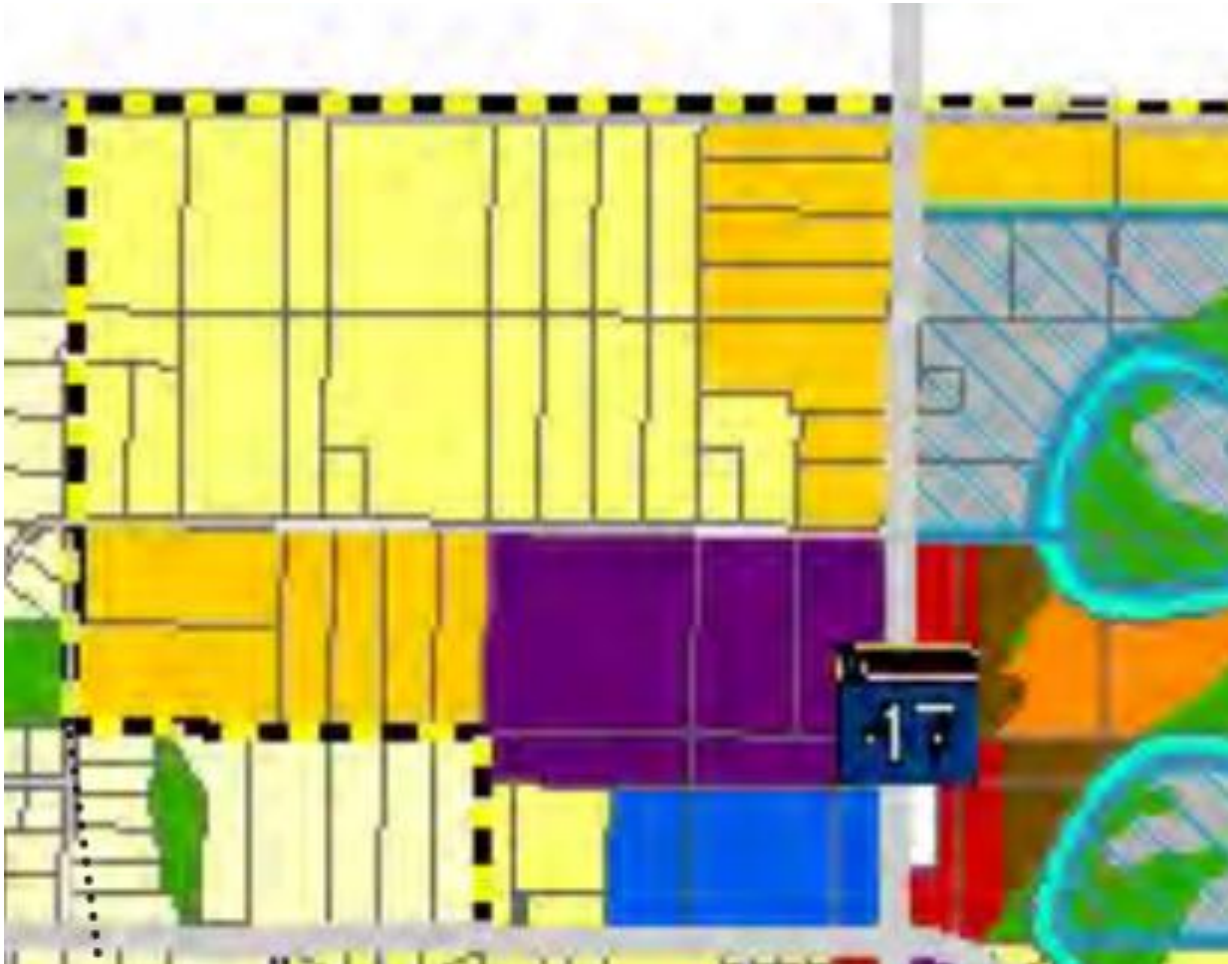
For the purposes of this proposal, this project is broken into two separate tasks. The first task consists of analyzing the Highway 47 urban service area. The City has recently received a preliminary plat application for the Bluffs of Rum River development. It is proposed that the trunk sewer and water will be extended through the proposed development, and it will be necessary to determine the trunk oversizing and extra depth required to serve the future urban service district that adjoins the proposed plat. The review of this area is also important with the pending Trunk Highway 47 improvements. Most of the sewer and water facilities in the TH 47 corridor are from the original 1973 sewer and water improvement project. It is very likely that some of these facilities will need to be upgraded as development continues north of Ambassador Boulevard.

The second task consists of analyzing the Rum River Blvd (CR 72) urban service area. Due to the Rum River Wild and Scenic zoning requirements, it is uncertain if future development will occur to the north of the Rivers Edge development(s). We propose to evaluate the urban service district to determine the necessary trunk sanitary sewer and water system improvements for urban development to the east.

The proposed scope of services and associated fee are as follows:

TASK 1 – HIGHWAY 47 (NORTH) URBAN SERVICE AREA

Hakanson Anderson, Inc. hereinafter referred to as HAI, will analyze the Highway 47 (North) Urban Service area. The task is the most time sensitive, as the depth and size of utilities needs to be communicated to the Developers Team for the Bluffs of Rum River such that the oversized utilities can be extended through the plat. We will also review the sewer and water facilities in the TH 47 corridor from the wastewater treatment plant to Ambassador Boulevard. In general, the study area is within the 2040 growth phasing outlined in the Comprehensive Plan and lies west of the Rum River. The study area is shown in the figure below:



We propose the following services related to the sanitary sewer system for the Trunk Highway 47 (North) Urban Service area:

- Use LIDAR topography and create topographical maps for the service area
- Determine preliminary alignment for trunk sanitary sewer north of Ambassador Blvd.
- Analyze the existing trunk sewer facilities with the TH 47 corridor
- Determine sewer demands (flow) based on proposed land uses as determined in 2040 Comprehensive Plan
- Analyze whether or not sanitary sewer lift stations are needed
- Determine proposed size, depth, grades and invert elevations of proposed sanitary sewer trunk lines
- Prepare an Exhibit depicting proposed trunk sanitary sewer locations, sizes, grades and invert elevations
- Summarize our findings in a Comprehensive Sewer Plan Report

ESTIMATED FEE \$8,500



We proposed the following services related to the water system for the Trunk Highway 47 (North) Urban Service area:

- Determine preliminary alignment for proposed trunk water mains
- Determine water demands (flow) based on proposed land uses as determined in 2040 Comprehensive Plan
- Create a WaterCAD system model to determine the necessary water main sizes and anticipated water pressures within the urban service area
- Create an exhibit which depicts the required water main sizes and locations
- Summarize our findings in a Comprehensive Water System Report

Estimated Fee \$10,000

TASK 2 – RUM RIVER BLVD (EAST) SERVICE AREA

HAI will analyze the Rum River Blvd/ CR 72 (East) Urban Service area. In general, the study area is within the 2040 growth phasing outlined in the Comprehensive Plan and lies east of the Rum River. The study area is shown below:



We propose the following services related to the sanitary sewer system for the Rum River Blvd/ CR 72 (East) Urban Service area:

- Use LIDAR topography and create topographical maps for the service area
- Determine preliminary alignment for trunk sanitary sewer
- Determine sewer demands (flow) based on proposed land uses as determined in 2040 Comprehensive Plan
- Analyze whether or not sanitary sewer lift stations are needed
- Determine proposed size, depth, grades and invert elevations of proposed sanitary sewer trunk lines
- Prepare an Exhibit depicting proposed trunk sanitary sewer locations, sizes, grades and invert elevations
- Summarize our findings in a Comprehensive Sewer Plan Report

ESTIMATED FEE \$4,500

We proposed the following services related to the water system for the Rum River Blvd/ CR 72 (East) Urban Service area:

- Determine preliminary alignment for proposed trunk water mains
- Determine water demands (flow) based on proposed land uses as determined in 2040 Comprehensive Plan
- Create a WaterCAD system model to determine the necessary water main sizes and anticipated water pressures within the urban service area
- Create an exhibit which depicts the required water main sizes and locations
- Summarize our findings in a Comprehensive Water System Report

Estimated Fee \$5,000

COMPENSATION

The total for tasks 1 and 2 is estimated to be \$28,000 as summarized below. We propose to complete this work at our standard City hourly billing rates with a not to exceed budget of \$28,000. As stated above, the most time sensitive task is the Highway 47 (North) Urban Service Area and if the City desires it may move forward with only that task at this time.

Summary of costs by Task

Task 1 -Highway 47 (North) Urban Service Area Water and Sewer Study	\$18,500
Task 2 - Rum River Blvd (East) Urban Service Area Water and Sewer Study	<u>\$ 9,500</u>
Total	\$28,000

We thank you for the opportunity to provide this proposal. If you have any questions, please feel free to contact me at 763-852-0485 direct or CraigJ@haa-inc.com.

Sincerely,
Hakanson Anderson

Craig Jochum, P.E.
City Engineer