



CITY COUNCIL REGULAR MEETING

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

Monday, August 07, 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 - July 17, 2023

B. Council Vacancy

Resolution 2023-42 Accepting Resignation Due to Appointment and declaring vacancy

C. Firefighter Resignation

D. Siwek Park Improvements – Final Payment

E. Acknowledgement for Application for Exempt Permit – Minnesota Deer Association – Rum River Chapter

F. Authorization Not to Waive Statutory Liability Limits

G. Updated Auto-Aid Agreement with Isanti Fire District

H. Routine sewer system cleaning (Jetting) and Televising

I. 245th Ave Culvert Reconstruction

J. Acknowledgement for Application for Temp On-Sale Liquor License – St. Francis Lions Club

K. Poppy Street and 229th Lane Reconstruction Project – Pay Estimate No. 5

L. Rental License Approvals

M. Payment of Claims

5. MEETING OPEN TO THE PUBLIC

6. SPECIAL BUSINESS

7. PUBLIC HEARING

8. OLD BUSINESS

9. NEW BUSINESS

A. Capital Improvement Bond Sale-Fire Station/City Hall

Resolution 2023-39 Awarding the sale of General Obligation Capital Improvement Bonds, Series 2023A, in the original aggregate principal amount of \$13,000,000; fixing their form and specifications; directing their execution and delivery; and providing for their payment

B. City Hall / Fire Station Facility

Resolution 2023-40 Awarding and authorizing assignment of construction contracts for the St. Francis City Hall and Fire Station Project

- [C.](#) Builders Risk Insurance
- [D.](#) Special Inspection and Testing
- [E.](#) Access and Tree Maintenance Agreement
- [F.](#) City Hall / Fire Station Audio

10. MEETING OPEN TO THE PUBLIC

11. REPORTS

- [A.](#) Community Development - Quarter 2 Report
- [B.](#) Public Works - Quarter 2 Report

12. COUNCIL MEMBER REPORTS

13. UPCOMING EVENTS

August 14 - City Council Work Session
August 16 - Planning Commission Meeting
August 21 - City Council Meeting
August 22 - Economic Development Authority

14. ADJOURNMENT

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA

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

July 17, 2023

6:00 p.m.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

2. ROLL CALL

Members Present: Mayor Pro Tem Muehlbauer, Councilmembers Robert Bauer, Kevin Robinson, and Sarah Udvig.

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 Muvihill, City Engineer Craig Jochum (Hakanson Associates, Inc.), Police Chief Todd Schwieger, and City Planner Beth Richmond (HKGi).

3. APPROVAL OF AGENDA

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

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

4. CONSENT AGENDA

Mayor Pro Tem Meuhlbauer shared that item E will be pulled from the Consent Agenda.

- A. City Council Minutes - June 20, 2023
- B. Everbridge Nixle Notification System
- C. Firefighter Resignation of Logan Robinson and Taylor McMorrow
- D. Police Department Policy Implementation
- E. NLC Service Line Warranty Program
- F. Stanford Township Shared Road Agreement
- G. Aeration diffuser membranes
- H. Employee Wellness Program
- I. Hiring Firefighters
- J. Rivers Edge 6th Addition Financial Security Reduction
- K. Payment of Claims

MOTION BY: ROBINSON SECOND: BAUER APPROVING THE REGULAR CITY COUNCIL CONSENT AGENDA, ITEMS A-D AND F-K

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

Robinson shared his concern with item E and the City's logo and involvement. He stated that he is all for education for the residents; however, he is not in favor of the City's logo being used as part of the NLC Service Line Warranty Program with Utility Service Partners. He added that he thinks this should stand alone.

Bauer agreed with Robinson. He explained that if the City's name is used with this program then residents will assume that the City has 100% vetted this NLC. He added that the monthly fee is also very high. He agreed that this should be stand alone.

Udvig agreed with Robinson and Bauer.

Mayor Pro Tem Muehlbauer stated that this is something that residents can sign up for if they want to. He shared that he understands the concern with having the City's name on it. He noted that this would likely generate more calls to the City. He said that he is not opposed to this.

Robinson added that he is not against the citizens having the opportunity to do business with this company. He stated that he would just like it separated from the City. He noted that the City can recommend the company in their newsletter. He explained that he would not like the City's name on the letterhead. He shared that Public Works Director Carpenter's main concern was education.

Mayor Pro Tem Muehlbauer explained that part of this agreement was that the City would send out mailings and if residents want to sign up, it could benefit the City.

Robinson reiterated that he does not want the City's name affiliated with the company.

Bauer agreed and asked if the City would be able to provide NLC with a mailing list.

Udvig stated that she doesn't know if the little bit of kick back that they could get is worth the hassle of what they might encounter. She stated that if the City is associated with this the residents will expect the City to have answers.

MOTION BY: ROBINSON SECOND: BAUER TO DENY THE NLC SERVICE LINE WARRANTY PROGRAM.

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

Motion carried 4-0

5. MEETING OPEN TO THE PUBLIC

Josie Johnson, 23936 Palm Street, came forward to share a concern in her neighborhood. She stated that she lives in the Smith Lake Neighborhood and the speed limit in the neighborhood is 35 MPH. She stated that the 35 MPH speed limit is not conducive to small children and the outdoor activity that takes place in the neighborhood. She added that the speed limit is very dangerous. She requested that a process be started to lower the speed limit as you enter this neighborhood. She mentioned that she has had to make reports to the St. Francis Police about people being unsafe in the neighborhood. She noted that the neighborhood does not have through streets and the only people coming in and out of the neighborhood are people trying to get to their house.

Stephanie Maertens, 901 240th Lane, came forward and shared the same concerns of Ms. Johnson. She stated that Palm Street is about half a mile and people speed up as they come through the curve at the front of the neighborhood. She said that she walks her dogs twice a day and sees lots of drivers driving very fast, which is very dangerous. She suggested implementing a program called 20 Is Plenty Slower is Safer which is something St. Paul and Minneapolis have in place. She asked if there is anything that can be done to slow these drivers down.

City Administrator Thunstrom stated that Council can look into this and report back to Council.

6. SPECIAL BUSINESS - NONE

7. PUBLIC HEARINGS

A. CIP 2024-2028 Hearing and Approval

Finance Director Mulvihill reviewed the Staff report concerning the 2024-2028 Capital Improvement Plan.

Mayor Pro Tem Muehlbauer opened the Public Hearing at 6:17 p.m.

Mayor Pro Tem Muehlbauer closed the Public Hearing at 6:18 p.m.

MOTION BY: UDVIG SECOND: ROBINSON TO APPROVE THE CIP 2024-2028.

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

8. OLD BUSINESS - NONE

9. NEW BUSINESS

A. Turtle Ponds 6th Addition – Comprehensive Plan Amendment, Rezoning (PUD Amendment), Preliminary Plat

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

Ordinance 321 amending the Turtle Run PUD - First Reading

Resolution 2023-37 approving the preliminary plat and preliminary PUD plans for the 6th Addition of the Turtle Ponds Development

City Planner Richmond reviewed the Staff report in regard to Turtle Ponds 6th Addition. She shared the Planning Commission recommended approval of this item.

Robinson shared the concerns discussed at the Planning Commission meeting with emergency vehicles and snow removal. He stated that these items will be addressed properly.

MOTION BY: BAUER SECOND: UDVIG ADOPTING RESOLUTION 2023-36 TO REGUIDE THE PROPERTY AT 2761 229TH AVENUE NW FROM COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL WITH CONDITIONS AND FINDINGS OF FACT AS PRESENTED BY STAFF AND TO AUTHORIZE SUBMITTAL OF THIS AMENDMENT TO THE METROPOLITAN COUNCIL FOR FINAL REVIEW.

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

MOTION BY: ROBINSON SECOND: BAUER TO APPROVE THE 1ST READING OF ORDINANCE 321 AMENDING THE TURTLE RUN PUD TO INCLUDE THE PROPERTY AT 2761 229TH AVENUE NW AND ESTABLISHING A 20' ROADWAY SETBACK AS PRESENTED BY STAFF.

A roll call vote was performed:

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

Motion carried 4-0

MOTION BY: UDVIG SECOND: ROBINSON ADOPTING RESOLUTION 2023-37 APPROVING THE PRELIMINARY PLAT AND PRELIMINARY PUD PLANS FOR THE TURTLE PONDS 6TH ADDITION WITH CONDITIONS AND FINDINGS AS PRESENTED BY STAFF.

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

B. 2023 Rehabilitation Project

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

rehabilitation project

City Engineer Jochum reviewed the Staff report in regard to the 2023 street rehabilitation project and the bids that were received.

MOTION BY: UDVIG SECOND: BAUER ADOPTING RESOLUTION 2023-38, A RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT FOR THE 2023 STREET REHABILITATION PROJECT.

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

10. MEETING OPEN TO THE PUBLIC – NONE**11. REPORTS****A. Fire Department Monthly Report - June**

Fire Chief Schmidt reviewed the June Fire Department report, highlighting a decrease in response times from previous years, lower calls for service from past years, and the number of firefighters per call was stable at 5.4 per call. He noted that the run distribution remains relatively the same. He added that the variances were used at a high level in June. He noted that three calls were flagged for an ambulance response time of over 20 minutes. He shared that there were 10 initial fire inspections and seven reinspections for the month.

Bauer said it was a good report and shared that it is good to see the numbers going down to give the firefighters a little bit of a break.

Udvig thanked Schmidt for his continued hard work.

Robinson stated that it was a good report and shared his appreciation for the men and women in the Fire Department. He noted that it has been a dry year and he is glad that grass fires have not been a concern. Schmidt stated that he is thankful that they have not had many significant grass fires this year.

Mayor Pro Tem Muehlbauer agreed that it was a good report.

B. Police Department - 2023 - 2nd Quarter Report

Police Chief Schwieger reviewed the Police Department 2nd quarter report. He highlighted that there was a noticeable increase in calls for service, traffic stops, investigations, and citations. He noted that the officers participated in multiple TZD events focusing on seatbelt and impaired driving enforcement. He stated that this quarter was busy with efforts to connect with the community at events including the Citizens Academy, Bike Rodeo, and Free Dog License Day. He shared that there are more events scheduled throughout the rest of the year including the National Night Out, Cone with a Cop, and Drug Take Back Day. He noted that officers and Staff were busy with training during the quarter and completed 218 hours of training. He discussed the implementation of the

unmanned aerial vehicle program and that four officers have their UAV pilot's license. He stated that the department is close to being at operating strength for the first time in a long time. He shared staffing updates and promotions.

Robinson shared his appreciation for the work of the Police Department. He shared his concerns with the number of DWIs. He added that the public outreach of the department is great.

Bauer stated that it was a great report. He requested having an officer swing out to the Smith Lake neighborhood that the residents discussed earlier this evening to see what the speeding situation is like. He asked if there is a possibility of putting a 'No Outlet' sign in this neighborhood. Schwieger shared that they received a complaint about this area earlier in the week and they are already taking steps to address these concerns.

Bauer asked Schwieger to thank his officers for the great work that they do.

Udvig said it was a great report and thanked Schwieger for his leadership. He stated that she loves seeing the officers out in the neighborhoods interacting with residents.

Mayor Pro Tem Muehlbauer stated that it was a great report and shared his appreciation for the great work that is done.

12. COUNCIL MEMBER REPORTS

Udvig stated that she attended the work session meeting at the end of June.

Bauer shared that he also attended the work session. He added that he participated in the recycling day. He stated that he would like to see all aspects of recycling included in these events.

Robinson stated that he also attended the work session. He noted that he went with Assistant Fire Chief Lawrence and Water and Sewer Supervisor Barten to the bid opens at Stahl Construction where they go to see the bid process. He added that the Farmer's Market seems to be gaining momentum and thanked Community Development Director Baumgardner for her good work on this. He noted a circus is coming to town on July 27 and there is a coloring contest on Facebook to get free tickets for kids. He reminded everyone of the Night to Unite on August 1.

Mayor Pro Tem Muehlbauer took a moment to honor Mayor Steve Feldman who passed away on June 26th. He said that Mayor Feldman will be missed and he had great love and passion for the City and citizens of St. Francis. He also mentioned National Night Out and shared that he looks forward to attending the event. He shared the request for a work session on August 14.

13. UPCOMING EVENTS

July 19th - Planning Commission Meeting - Cancelled
August 1st - National Night Out - Community Park 5:00 pm - 7:00 pm
August 7th - City Council Meeting - 6:00 pm
August 16th - Planning Commission Meeting - 7:00 pm
August 21st - City Council Meeting - 6:00 pm
Farmers Market - Every Wednesday at Community Park 3:00 pm - 7:00 pm

14. ADJOURNMENT

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

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

There being no further business, Mayor Pro Tem Muehlbauer adjourned the regular City Council at 6:42 p.m.

Jennifer Wida, City Clerk



CITY COUNCIL
AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Council Vacancy
DATE: August 7, 2023

OVERVIEW:

Council to review the attached Memo and Resolution from BGS regarding the vacancy on Council.

Timeline for steps are as follows:

Declare vacancy – August 7th

Publish in newspaper – August 11th

Applications open from August 11th to September 11th @ 5:30 pm

- Notice will be in paper August 11, 18 and 25, September 1st.
- Applications are available online
- Submit completed applications to City Clerk, Jenni Wida no later than September 11th, 2023 at 5:30 P.M

Special Meeting to include interviews and appointment (to be scheduled).

First meeting for the new member to be sworn in would be October 2nd.

ACTION TO BE CONSIDERED:

1. Council to approve Resolution 2023- 42 declaring a vacancy on the St. Francis City Council
2. Council to schedule date for Special Meeting includes interviews of candidates and final selection. (September 19th, 25th or 26th)

Attachments:

- Resolution 2023-42

CITY OF ST. FRANCIS
ANOKA COUNTY
RESOLUTION NO. 2023-42

RESOLUTION ACCEPTING RESIGNATION DUE TO APPOINTMENT AND
DECLARING A VACANCY

WHEREAS, the St. Francis City Council has received the immediate resignation of Councilmember Joseph Muehlbauer effective on August 3, 2023, upon his appointment as Mayor of the City of St. Francis to fill the existing vacancy in that position; and

WHEREAS, based on that appointment and resignation, a vacancy exists on the St. Francis City Council; and

WHEREAS, pursuant to Section 2.05 of the St. Francis City Charter the Council must publish a notice of vacancy and after thirty (30) days, appoint an eligible person to fill the vacancy until the next Municipal election;

WHEREAS pursuant to Minnesota Statutes Section 412.02, subd. 2, a vacancy shall also be filled by the Council;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ST. FRANCIS, MINNESOTA, AS FOLLOWS:

1. The City Council accepts Joseph Muehlbauer’s resignation as a City Councilmember due to his appointment as Mayor as described above.
2. The City Council declares that a vacancy exists on council effective on August 3, 2023.
3. Pursuant to Minnesota Statute § 412.02, subd. 2a and Chapter 2.05 of the City Charter, the Council hereby directs that a Notice of Vacancy be published for a period of thirty (30) days from the date of this Resolution before the Council shall fill the vacancy by appointment.

Adopted by the City Council of the City of St. Francis on this 7th day of August, 2023.

Approved:

Joseph Muehlbauer, Mayor

Attested:

Jennifer Wida, City Clerk



CITY COUNCIL AGENDA
REPORT

TO: Kate Thunstrom- City Administrator
FROM: Dave Schmidt- Fire Chief
SUBJECT: Firefighter Resignation
DATE: August 7, 2023

OVERVIEW:

Firefighter Kristina Kizer has submitted a letter of resignation from the fire department. Firefighter Kizer’s resignation is effective August 1st.

ACTION TO BE CONSIDERED:

Accept the resignation of Firefighter Kristina Kizer.

BUDGET IMPLICATION:

Attachments:

- Resignation Letter

Chief,

Per our discussion, my resignation date will be August 1st, 2023.

This was a difficult decision to make but one that I needed to make. Thank you for your support over the years and everything else you do for the department. You have made it possible for some incredible and much needed changes and I know it has not always been easy for you. I'm excited to see what the future of SFFD looks like and I plan to still help at community events whenever possible. I know I will always have my fire family.

Thanks for everything Chief!

Respectfully,

Kristina Kizer



CITY COUNCIL AGENDA
REPORT

TO: Kate Thunstrom, City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: Siwek Park Improvements – Final Payment
DATE: August 7, 2023

OVERVIEW:

Attached is the Final Payment Form, IC-134 documents and the Consent of Surety for the Siwek Park Improvement Project. The final payment releases the retainage. The final payment is \$17,609.73. The total final contract amount for this project is \$352,194.50. The original contract amount was \$382,824.65. The payment is summarized by funding source below.

ACTION TO BE CONSIDERED:

Consider approval of the Final Payment for the Siwek Park Improvement Project.

BUDGET IMPLICATION:

This project was funded by grant funds and park capital funds.

Attachments:

- FINAL PAYMENT FORM WITH IC-134’S AND CONSENT OF SURETY

Contractor's Application for Payment No.

FINAL

To (Owner):	City of St. Francis	Application Period:	Through June 30, 2023	Application Date:	July 5, 2023
Project:	Siwek Park Improvements	From (Contractor):	Ashwill Companies	Via (Engineer):	Hakanson Anderson

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
I	\$2,091.00	
TOTALS	\$2,091.00	\$0.00
NET CHANGE BY CHANGE ORDERS	\$2,091.00	

1. ORIGINAL CONTRACT PRICE.....	\$	\$382,824.65
2. Net change by Change Orders.....	\$	\$2,091.00
3. Current Contract Price (Line 1 ± 2).....	\$	\$384,915.65
4. TOTAL COMPLETED AND STORED TO DATE	\$	\$352,194.50
5. RETAINAGE:	\$	
a. 0% X Work Completed.....	\$	\$0.00
b. 0% X Stored Material.....	\$	\$0.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$0.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$352,194.50
7. LESS PREVIOUS PAYMENTS.....	\$	\$334,584.77
8. AMOUNT DUE THIS APPLICATION.....	\$	\$17,609.73

Contractor's Certification

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

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

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

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

Contractor Signature: Abbey Lundquist
By: Abbey Lundquist -PMA

By: Abby Lindquist -PMA	Date: 7/7/23
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PUBLIC WORKS DIRECTOR: CITY OF ST. FRANCIS

Certification: We recommend payment for work and quantities shown.

(Public Works Director)

Date _____

OWNER: CITY OF ST. FRANCIS

(Owner)

Date _____

FINAL PAYMENT
City of St. Francis
Siwek Park Improvements

Base Bid

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	1	LUMP SUM	\$ 26,550.00	\$ 26,550.00	1	\$ 26,550.00
2	SAWING CONCRETE PAVEMENT	10	LIN FT	\$ 8.25	\$ 82.50	22	\$ 181.50
3	REMOVE CONCRETE PAVEMENT	123	SQ FT	\$ 3.00	\$ 369.00	221	\$ 663.00
4	COMMON EXCAVATION (P)	1,580	CU YD	\$ 10.50	\$ 16,590.00	1,720	\$ 18,060.00
5	AGGREGATE BASE CLASS 5	742	TON	\$ 23.00	\$ 17,066.00	742	\$ 17,066.00
6	BITUMINOUS MATERIAL FOR TACK COAT	20	GALLON	\$ 13.20	\$ 264.00	20	\$ 264.00
7	TYPE SP 12.5 WEARING COURSE MIXTURE (2;B) 3.0" THICK	1,167	SQ YD	\$ 25.75	\$ 30,050.25	1,140	\$ 29,355.00
8	TYPE SP 9.5 NON WEARING COURSE MIXTURE (2;B)	29	TON	\$ 137.00	\$ 3,973.00	29	\$ 3,973.00
9	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B)	29	TON	\$ 137.00	\$ 3,973.00	29	\$ 3,973.00
10	6" PRECAST CONCRETE HEADWALL	1	EACH	\$ 505.00	\$ 505.00	1	\$ 505.00
11	6" PVC PIPE	23	LIN FT	\$ 58.00	\$ 1,334.00	23	\$ 1,334.00
12	12" RC PIPE SEWER DESIGN 3006 CLASS V	72	LIN FT	\$ 51.00	\$ 3,672.00	72	\$ 3,672.00
13	CONNECT TO EXISTING STORM SEWER	1	EACH	\$ 680.00	\$ 680.00	1	\$ 680.00
14	CASTING ASSEMBLY	2	EACH	\$ 805.00	\$ 1,610.00	2	\$ 1,610.00
15	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	3	LIN FT	\$ 830.00	\$ 2,490.00	3	\$ 2,490.00
16	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	3	LIN FT	\$ 945.00	\$ 2,835.00	3	\$ 2,835.00
17	5" CONCRETE WALK	1,542	SQ FT	\$ 7.00	\$ 10,794.00	1,542	\$ 10,794.00
18	6" CONCRETE WALK	440	SQ FT	\$ 7.50	\$ 3,300.00	683	\$ 5,122.50
19	CONCRETE CURB AND GUTTER DESIGN B612	212	LIN FT	\$ 35.00	\$ 7,420.00	212	\$ 7,420.00
20	PLAY CONTAINER CONCRETE EDGER	395	LIN FT	\$ 35.00	\$ 13,825.00	395.0	\$ 13,825.00
21	7" CONCRETE DRIVEWAY PAVEMENT	39	SQ YD	\$ 87.50	\$ 3,412.50	39.0	\$ 3,412.50
22	SPORT COURT AND GAGA PIT BITUMINOUS PAVEMENT	344	SQ YD	\$ 33.30	\$ 11,455.20	344	\$ 11,455.20
23	SPORT COURT LINES	1	LUMP SUM	\$ 1,750.00	\$ 1,750.00	1	\$ 1,750.00
24	SHADE SHELTER	1	EACH	\$ 38,500.00	\$ 38,500.00	1	\$ 38,500.00
25	BASKETBALL HOOP	1	EACH	\$ 5,650.00	\$ 5,650.00	1	\$ 5,650.00
26	TOILET ENCLOSURE	1	EACH	\$ 7,485.00	\$ 7,485.00	1	\$ 7,485.00
27	BENCH	8	EACH	\$ 1,155.00	\$ 9,240.00	8	\$ 9,240.00
28	BACKLESS BENCH	2	EACH	\$ 1,005.00	\$ 2,010.00	2	\$ 2,010.00

FINAL PAYMENT
City of St. Francis
Siwek Park Improvements

Base Bid (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
29	BIKE RACK	1	EACH	\$ 2,095.00	\$ 2,095.00	1	\$ 2,095.00
30	TRASH RECEPTACLE	2	EACH	\$ 5,558.00	\$ 11,116.00	2	\$ 11,116.00
31	GRILL	1	EACH	\$ 1,755.00	\$ 1,755.00	1	\$ 1,755.00
32	GA GA PIT WALLS	1	EACH	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00
33	TRAFFIC CONTROL	1	LUMP SUM	\$ 1,250.00	\$ 1,250.00	1	\$ 1,250.00
34	SIGN PANELS TYPE C	10	SQ FT	\$ 68.00	\$ 700.40		\$ -
35	SIGN SPECIAL - ENTRANCE SIGN	1	EACH	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00
36	SIGN SPECIAL - INTERPRETIVE SIGN	1	EACH	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00
37	SIGN SPECIAL - PARK BOUNDARY	8	EACH	\$ 550.00	\$ 4,400.00	8	\$ 4,400.00
38	CONIFEROUS TREE 6' HT B&B	8	TREE	\$ 595.00	\$ 4,760.00	8	\$ 4,760.00
39	DECIDUOUS TREE 2.5" CAL B&B	15	TREE	\$ 895.00	\$ 13,425.00	15	\$ 13,425.00
40	DECIDUOUS TREE 6' HT B&B	5	TREE	\$ 590.00	\$ 2,950.00	5	\$ 2,950.00
41	DECIDUOUS TREE 8' HT B&B	8	TREE	\$ 590.00	\$ 4,720.00	8	\$ 4,720.00
42	DECIDUOUS SHRUB NO 5 CONT	16	SHRUB	\$ 75.00	\$ 1,200.00	16	\$ 1,200.00
43	PERENNIAL NO 1 CONT	12	PLANT	\$ 75.00	\$ 900.00	12	\$ 900.00
44	STABILIZED CONSTRUCTION EXIT	1	LUMP SUM	\$ 2,250.00	\$ 2,250.00	1	\$ 2,250.00
45	STORM DRAIN INLET PROTECTION	6	EACH	\$ 250.00	\$ 1,500.00	6	\$ 1,500.00
46	SILT FENCE; TYPE MS	1,750	LIN FT	\$ 2.50	\$ 4,375.00	1,750	\$ 4,375.00
47	FERTILIZER TYPE 1	660	POUND	\$ 2.50	\$ 1,650.00	660	\$ 1,650.00
48	EROSION CONTROL BLANKET CATEGORY 3N	1,844	SQ YD	\$ 2.50	\$ 4,610.00	1,844	\$ 4,610.00
49	SEEDING	2	ACRE	\$ 3,225.00	\$ 7,095.00	2	\$ 6,450.00
50	SEED MIXTURE 25-131	484	POUND	\$ 3.20	\$ 1,548.80	484	\$ 1,548.80
51	SEED MIXTURE 36-641	6	POUND	\$ 32.00	\$ 192.00	6	\$ 192.00
52	HYDRAULIC BONDED FIBER MATRIX	6,300	POUND	\$ 1.35	\$ 8,505.00		\$ -
53	4" SOLID LINE MULTI-COMPONENT	120	LIN FT	\$ 14.30	\$ 1,716.00	120	\$ 1,716.00
54	24" SOLID LINE MULTI-COMPONENT	12	LIN FT	\$ 29.00	\$ 348.00		\$ -
55	PAVEMENT MESSAGE MULTI-COMPONENT	1	EACH	\$ 140.00	\$ 140.00	1	\$ 140.00
56	PLAY CONTAINER RAMPS	1	LUMP SUM	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00
Total Base Bid					\$ 326,086.65		\$ 318,878.50

**FINAL PAYMENT
City of St. Francis
Siwek Park Improvements**

Alternate No. 1

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	CONNECT TO EXISTING WATER SERVICE	1	EACH	\$ 2,750.00	\$ 2,750.00	1	\$ 2,750.00
2	1" CORPORATION STOP	1	EACH	\$ 1,250.00	\$ 1,250.00	1	\$ 1,250.00
3	DRINKING FOUNTAIN	1	LUMP SUM	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00
4	DRINKING FOUNTAIN CABINET AND CONCRETE SLAB	1	LUMP SUM	\$ 1,675.00	\$ 1,675.00	1	\$ 1,675.00
Total Alternate No. 1					\$ 10,675.00		\$ 10,675.00

Alternate No. 2

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	IRRIGATION SYSTEM	1	LUMP SUM	\$ 20,550.00	\$ 20,550.00	1	\$ 20,550.00
Total Alternate No. 2					\$ 20,550.00		\$ 20,550.00

Alternate No. 3

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	LOAM TOPSOIL BORROW (CV)	823	CU YD	\$ 31.00	\$ 25,513.00		\$ -
Total Alternate No. 3					\$ 25,513.00		\$ -

Base Bid	\$326,086.65	\$318,878.50
Alternate No. 1	\$10,675.00	\$10,675.00
Alternate No. 2	\$20,550.00	\$20,550.00
Alternate No. 3	\$25,513.00	\$0.00
Change Order No. 1	\$2,091.00	\$2,091.00
TOTAL	\$384,915.65	\$352,194.50

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	2-056-735-328
Submitted Date and Time:	13-Jul-2023 9:49:37 AM
Legal Name:	ASHWILL COMPANIES
Federal Employer ID:	83-1109934
User Who Submitted:	Ashwillco
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	826429440
Minnesota ID:	5696518
Project Owner:	CITY OF SAINT FRANCIS
Project Number:	8092818
Project Begin Date:	20-Jun-2022
Project End Date:	31-Oct-2022
Project Location:	SAINT FRANCIS
Project Amount:	\$352,194.50

Subcontractor Summary

Name	ID	Affidavit Number
ACCENT ELECTRIC AND AUTOMATION INC	1842342	1609977856
NORTHLAND RECREATION, LLC	1497082	1266307072
PARK CONSTRUCTION	8139310	1341542400

Important Messages

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

Contact Us

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

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



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-653-521-504
Submitted Date and Time:	13-Jul-2023 9:21:14 AM
Legal Name:	NORTHLAND RECREATION, LLC
Federal Employer ID:	27-1873292
User Who Submitted:	northlandrec
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1266307072
Minnesota ID:	1497082
Project Owner:	CITY OF ST FRANCIS
Project Number:	8092818
Project Begin Date:	24-Feb-2022
Project End Date:	21-Oct-2022
Project Location:	ST FRANCIS MN 55070
Project Amount:	\$33,199.26

Subcontractor Summary

Name	ID	Affidavit Number
MULCARE CONTRACTING LLC	***-**-8049	1378635776

Important Messages

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

Contact Us

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

Subject: FW: Your Recent Contractor Affidavit Request

From: MN Revenue e-Services <eservices.mdor@state.mn.us>
Date: July 13, 2023 at 7:47:00 AM CDT
To: MMULCARE36@gmail.com
Subject: Your Recent Contractor Affidavit Request

This email is an automated notification and is unable to receive replies.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-732-531-296
Submitted Date and Time:	13-Jul-2023 7:46:55 AM
Legal Name:	MULCARE CONTRACTING LLC
Social Security Number:	***-**-8049
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1378635776
Project Owner:	CITY OF ST FRANCIS
Project Number:	8092818
Project Begin Date:	26-Sep-2022
Project End Date:	30-Sep-2022
Project Location:	ST FRANCIS MN
Project Amount:	\$8,000.00
Subcontractors:	No Subcontractors

Important Messages

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

Contact Us

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

How to View and Print this Request

To view or print a copy of this request, return to the Online Services at <https://www.mdor.state.mn.us/tp/OnlineServices/>. Answer 'no' to the two questions, and click the 'View Approved Affidavit' link. You will need the email address you provided and confirmation number above to search for your request. This message and any attachments are solely for the intended recipient and may contain nonpublic / private data. If you are not the intended recipient, any disclosure, copying, use, or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify us and immediately and permanently delete this message and any attachments. Thank you.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-808-495-200
Submitted Date and Time:	7-Jul-2023 9:59:18 AM
Legal Name:	PARK CONSTRUCTION CO
Federal Employer ID:	41-0466820
User Who Submitted:	cburke
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1341542400
Minnesota ID:	8139310
Project Owner:	CITY OF SAINT FRANCIS
Project Number:	8092818
Project Begin Date:	01-Sep-2022
Project End Date:	25-Sep-2022
Project Location:	SAINT FRANCIS
Project Amount:	\$39,892.04
Subcontractors:	No Subcontractors

Important Messages

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

Contact Us

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

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

IC134 - Siwek Park Improvement

Kelly Simonson <kelly@accentelec.com>
To: Abby Lindquist <estimates@ashwillcompanies.com>

Mon, Jul 10, 2023 at 7:50 AM

**Contractor Affidavit Submitted**

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 0-323-301-984

Submitted Date and Time: 10-Jul-2023 7:49:39 AM

Legal Name: ACCENT ELECTRIC AND AUTOMATION INC

Federal Employer ID: 27-3609527

User Who Submitted: accentelectric

Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 1609977856

Minnesota ID: 1842342

Project Owner: CITY OF SAINT FRANCIS

Project Number: 8092818

Project Begin Date: 18-Jul-2022

Project End Date: 24-Aug-2022

Project Location: SAINT FRANCIS

Project Amount: \$3,305.00

Subcontractors: No Subcontractors

Important Messages

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

AIA® Document G707™ – 1994

Consent of Surety to Final Payment

PROJECT: *(Name and address)*

Slvek Park Improvements (Site Grading, Aggregate Base and Bituminous Paving (Trail and Parking Lot), Basketball Court, Playground, Pavilion, Erosion Control, and Restoration) including Alternates No. 1, 2, and 3 as further outlined in the Bid Proposal For

ARCHITECT'S PROJECT NUMBER:

 OWNER ☐
CONTRACT FOR:

 ARCHITECT ☐

 CONTRACTOR ☐
TO OWNER: *(Name and address)*
CONTRACT DATED: 2/16/2022

 SURETY ☐

City of St. Francis

 OTHER ☐

23340 Cree Street NW

St. Francis, MN 55070

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety.)

Granite Re, Inc.

14001 Quailbrook Drive

Oklahoma City, OK 73134

, SURETY,

on bond of

(Insert name and address of Contractor.)

Ashwill Companies

PO Box 507

Cokato, MN 55321

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner.)

City of St. Francis

23340 Cree Street NW

St. Francis, MN 55070

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 10th 2023
(Insert in writing the month followed by the numeric date and year.)

Granite Re, Inc.

(Surety)
(Signature of authorized representative)

Troy Staples, Attorney-in-fact

(Printed name and title)

Attest:

(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

WANDA FRANZ; TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

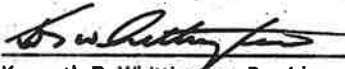
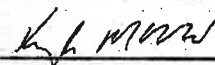
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

WANDA FRANZ; TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this Instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

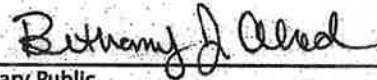



Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

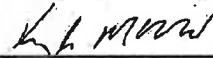
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
10th day of July, 2023




Kyle P. McDonald, Assistant Secretary



CITY COUNCIL AGENDA
REPORT

TO: Kate Thunstrom, City Administrator
FROM: Jenni Wida, City Clerk
SUBJECT: Acknowledgement for Application for Exempt Permit – Minnesota Deer Association – Rum River Chapter
DATE: August 7, 2023

OVERVIEW:

The Minnesota Deer Association – Rum River Chapter has applied for an exempt permit with the MN Gambling Control Board. The Minnesota Deer Association-Rum River Chapter would like to hold a raffle event at the St. Francis American Legion, Post #622 on September 8, 2023. In order for the nonprofit to conduct a lawful raffle event they must apply through the State, receive City acknowledgment of the event and then send the signed application to the Gambling Control Board for official approval.

ACTION TO BE CONSIDERED:

A motion would be in order to acknowledge the Application for Exempt Permit from the Minnesota Deer Association – Rum River Chapter for a raffle event to be held on September 8, 2023 at the St. Francis American Legion.



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Authorization Not to Waive Statutory Liability Limits
DATE: August 7, 2023

OVERVIEW:

Historically, the city has chosen to not waive the statutory liability limits. Waiving the statutory limit would likely increase premiums.

Per the League:

Cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust must decide whether or not to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not to waive the statutory limits has the following effects:

1. *If the city does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000. on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether or not the city purchases the optional excess liability coverage.
2. *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$2,000,000 for a single occurrence. (Under this option, the tort cap liability limits are waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2 million.) The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
3. *If the city waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision. This decision must be made by the city council. Cities purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage. For further information, contact LMCIT. You may also wish to discuss these issues with your city attorney. Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

ACTION TO BE CONSIDERED:

Motion to Not Waive Statutory liability limits.

BUDGET IMPLICATION:

Insurance premiums are budgeted for each year with the limits not waived.

Attachments:

- Liability Coverage Waiver Form-2023.



LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. [Email completed form to your city's underwriter, to **pstech@lmc.org**, or fax to 651.281.1298.](#)

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. *The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.* The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: _____

City of St. Francis

Check one:

☒ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).

☐ The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: **August 7, 2023**

Signature: _____

Position: **Finance Director**



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom- City Administrator
FROM: Dave Schmidt- Fire Chief
SUBJECT: Updated Auto-Aid Agreement with Isanti Fire District
DATE: August 7, 2023

OVERVIEW:

The fire department has a long standing Auto-Aid agreement with the Isanti Fire District. It has been several years since any updates have occurred to our agreement. The existing agreement has been reviewed and an additional clause of the agreement has been added to cover water supply from St. Francis for use by the Isanti Fire District in both emergency and non-emergency situations.

The clause stipulates that water supply from the St. Francis Municipal System will be available for emergency response by the Isanti Fire District cost free, and non-emergency use can be subject to fees as determined by the Fire Chief and Public Works Director.

ACTION TO BE CONSIDERED:

Approve updated Auto-Aid agreement with the Isanti Fire District.

BUDGET IMPLICATION:

Attachments:

- Updated Auto-Aid Agreement

Isanti Area Joint Operating Fire District Automatic Mutual Aid Agreement

AGREEMENT TO APPROVE AN AUTOMATIC FIRE DEPARTMENT MUTUAL AID RESPONSE AGREEMENT WITH THE ISANTI FIRE DISTRICT AND THE ST.FRANCIS FIRE DEPARTMENT FOR A KNOWN STRUCTURE FIRE FOR ALL HOURS OF THE DAY, ALL DAYS OF THE WEEK.

WHEREAS, the Township of Stanford, Isanti County, the Township of Athens, Isanti County and the Township of St.Francis, Anoka County share a border; and

WHEREAS, the Isanti Fire District and St.Francis Fire Department realize the distance to a burning structure fire and the time it takes to perform an attack, can alter fire suppression effectiveness; and

WHEREAS, the Isanti Fire District and St.Francis Fire Department realize structure fires occurring in our rural community depend on hauled water supply; and

WHEREAS, the Insurance Services Office (I.S.O.), will acknowledge this automatic mutual aid agreement, and may grant additional points for improving the fire protection ratings for each municipality involved; and

WHEREAS, this agreement will also assist to reduce the response times for all additional firefighters and appropriate fire equipment needed to safely perform fire suppression activities.

NOW THEREFORE, BE IT AGREED BY THE GOVERNING BOARDS OF EACH RESPECTIVE FIRE DEPARTMENTS IN THE STATE OF MINNESOTA, as follows:

- 1) All known structure fires within the Isanti Fire District coverage area south of 261st Avenue NW, Stanford Township, west of Highway 65 NE in Athens Township, and within the limits of St. Francis City and Township will result in automatically alarming both Isanti Fire District and St.Francis Fire Department thru respective dispatch centers in seek of Mutual Aid.
- 2) Upon receipt of a call for Mutual Aid, the fire department of the other party hereto shall promptly dispatch at least one fire service apparatus with the usual number of personnel to assist with the emergency or to render standby service as the case may be, provided that no fire department of any of said parties shall be obligated to send its fire service equipment or personnel beyond its boundaries if to do so would leave such municipality without any fire service equipment or personnel available within its limits for service at any fire which might subsequently arise therein. In extreme emergencies, however, every effort will be made to redistribute fire service equipment and personnel so as to make it available for any additional needs which might arise during the emergency.

- 3) The fire service equipment and personnel of any fire department assisting the fire department of another governing body in an emergency will immediately upon arrival at the scene of the emergency be under the command of the officer in charge for the body within whose boundaries the emergency is situated.
- 4) Although typically no basic charges are made by any party providing assistance rendered to another party under this agreement, parties involved may charge for services depending on the situation.
- 5) Each of the parties will maintain insurance policies covering their own equipment and personnel while engaged in furnishing assistance to the other pursuant to this agreement, and each will maintain public general liability insurance protecting itself against claims of third parties.
- 6) No party to this agreement nor any officer or employee of any party shall be liable to any other party or to any person on account of failure of any party to this agreement to furnish its fire service equipment or personnel in response to a call for assistance from any other municipality.
- 7) No liability shall be incurred by a party who shall have summoned assistance under this agreement for damage to, or destruction of, fire service equipment of a party rendering such assistance unless such damage or destruction shall be caused by negligent or malicious conduct of any officer or employee of the municipalities which have summoned such assistance.
- 8) Any party hereto may withdraw from this agreement by thirty days notice in writing to the others.
- 9) A copy of this agreement will be on file at the fire department headquarters of each governing body hereto
- 10) As part of this agreement the Isanti Fire District may access water supply from the City of St. Francis in the event of an emergency without charges or fees. In non-emergency situations, the City of St. Francis reserves the right to charge for water supply as determined by the Fire Chief and Public Works Director.

Whereupon said agreement is declared duly passed and adopted by the Isanti Fire District and St. Francis Fire Department this the 7th of August, 2023.

Isanti Fire District

Mayor- City of St. Francis

ATTEST:

City Clerk- St. Francis

DRAFT



CITY COUNCIL AGENDA
REPORT

TO: Kate Thunstrom, City Administrator
FROM: Paul Carpenter, Public Works Director
SUBJECT: Routine sewer system cleaning (Jetting) and Televising
DATE: August 7, 2023

OVERVIEW:

Each year, the City of St. Francis hires a jetting company to clean one of the five sanitary districts as part of our annual sewer maintenance program. This year, it will be district three. In accordance with our sanitary sewer maintenance policy, we will also be televising the sewer main after jetting. Televising is done on a Five-year cycle, which allows us to see the condition of the sanitary main and look for defects that could contribute to failure. Sewer cleaning or jetting is accomplished by using high-pressure water (2000 psi) to scour and clean the collection system mains. This is done to eliminate any potential blockages or obstructions in the main preventing the flow of wastewater.

ACTION TO BE CONSIDERED:

Council approval of the quotes, Council authorize the low quote of **\$35,500.00** from Empire Pipe Services to perform work.

BUDGET IMPLICATION:

This is a budgeted item in the yearly operation and maintenance budget, typically approved by Council every December.

Attachments:

- Empire Pipe Services Estimate
- Ritter & Ritter Estimate
- Nelson Sanitation Estimate

July 11, 2023

Maintenance Proposal

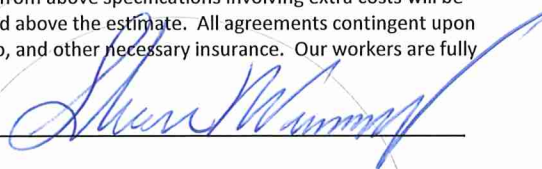
Submitted To: City of St. Francis
 4058 St. Francis Blvd.
 St. Francis, MN 55070
 Attn: Parish Barten

Job Name/ Location: Sanitary Sewer Cleaning & Televisioning Maintenance, St. Francis, MN

We hereby submit the following specifications per these scope clarifications:

- Sewer Maps/Plans will need to be provided and manholes need to be exposed prior
- Price breakdown is located on the 2nd page of the proposal
- We assume all manholes are accessible by street or alley way
- "Easement work" with difficult access is not included at this time, if required it will be done on hourly basis.
- When cleaning we assume a dump site for all vacuumed debris will be in close proximity
- Cleaning includes up to (2) cleaning passes, over (2) will be considered "heavy cleaning"
- Any specialty cleaning such as root cutting, deposit removal, tap cutting will be at an additional hourly charge
- We assume to have access to water at no additional charge to conduct cleaning
- Our prices are based off this volume, of footage a significant reduction may result in an increase in the per foot price
- (2) Copies of Reports & Videos to be provided at a minimum
- Our technicians are PACP certified and the video will be conducted per PACP guidelines
- Manhole Inspections if requested will be MACP Level 1 (Manhole Assessment Certification Program)
- If needed our televising software is GIS compatible
- Mobilization is included & minimal Traffic Control is included at this time
- Work on State or County Highways will require a permit & may require additional traffic control

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.



 Authorized Signature: Shawn Wenner

Acceptance of Proposal The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

 Date of Acceptance

 Authorized Signature

July 11, 2023

City of St. Francis
 4058 St. Francis Blvd.
 St. Francis, MN 55070
 Attn: Parish Barten

Sanitary Sewer Cleaning & Televising Maintenance Proposal for 2023

St. Francis, MN

2022

Item No.	Description	Unit	Estimated Quantity	Unit Price	Estimated Total Price
1	Cleaning & Televising of 8-12" existing PVC Sanitary Sewer	LF	25,000	\$1.30	\$32,500.00
2	Cleaning & Televising of 8-12" existing PVC Sanitary Sewer along County & State Hwy's where traffic control is more of a concern	LF	2,000	\$1.50	\$3,000.00
Total Estimated Amount:					\$35,500.00

Please review "Clarifications" on Page 1

Additional Item Rates that may be needed on a per Incident Basis for the duration of the agreement*

1	Jet Vac Truck w/operator	HR	1	\$260.00
2	Root Cutting & Deposits (Camera & Jet Vac)	HR	1	\$495.00
3	Televising Truck w/operator	HR	1	\$240.00
4	Lateral Launch Camera	quote on per incident basis		
5	Manhole Inspections (MACP Level 1)	EA	1	\$80.00
6	Cleaning of Lift station (Average cost)	EA	1	\$460.00
7	Trenchless Spot Repair	per incident basis		
8	Per Diem (only if there is additional work over 6 hrs.)	EA	1	\$300.00
9	Technician only	HR	1	\$85.00

*Additional items will be tracked in half-hour increments

Please note: We share our hourly rates for the "Additional Items" in confidence we ask that you only use this information for city purposes.

Empire Pipe Services
 415 Truman Street
 North Mankato, MN 56003


 Shawn Wenner, CEO Empire Pipe Services

Acceptance of Proposal The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

Authorized Signature



8990 Springbrook Drive, Suite 110
Coon Rapids, MN 55433

Phone 218-838-9700
E-mail joy.larsen@ritterinc.net

Quote: Clean & Televisive Quote

City of St. Francis

ITEM	UNIT	EST QTY	UNIT PRICE	AMOUNT
Clean & Televisive Sanitary Sewer	LF	27,000	\$ 1.84	\$ 49,680.00
Total Quote				\$ 49,680.00

Joy Larsen-Ritter
CEO
7/11/2023



Project: 2023 Routine Jetting & Televising

City of St. Francis, MN

Work:

Jetting & Televising of Sanitary Sewer – To be completed August 2023.

27,000 LF x \$1.45/LF = \$39,150

Mobilization Fee = None

Total = \$39,150.00

City Responsibilities: Provide exposed & accessible manholes. Provide access to water/fire hydrant at site & location to dump debris at/near site. Provide a legible plan/map showing direction of flow and manhole/catch basin numbers. City responsible for controlling flow if needed.

Traffic control: Nothing more than “Utility Work Ahead” type of sign & some cones will be needed.

Above pricing does not include root cutting.

Extra charges apply if more than 3 passes are needed during jetting. Extra charge rate would be \$1.00 per LF. and include up to 3 additional passes with jetter.

Nelson Sanitation & Rental, Inc. will provide flash drives with televising report & video, along with a printed report.

Prepared by:

Chad Houg

Director of Sales & Marketing

Chad@NelsonSanitation.com

Office 320-393-2787

Cell 320-309-6335



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Paul Carpenter, Public Works Director
SUBJECT: 245th Ave Culvert Reconstruction
DATE: August 7, 2023

OVERVIEW:

The section of 245th Ave, west of Seelye Brook Drive, was compromised this spring from the high water of the Seelye Brook Creek and needs to be reconstructed. The City shares this street with Stanford Township. In light of the new Shared Road Agreement, both the Township and the City can now work together to reconstruct the 245th Ave culverts.

The City and Township Staff both agreed it would be best if the Township acquired bids for this project because there are financial advantages to doing it this way, which benefits both entities. The total project cost will be \$58,442.95, to be split evenly between the City and Township.

ACTION TO BE CONSIDERED:

Council to approve the payment of \$29,221.48, per Shared Road Agreement, to the Stanford Township upon completion on the project.

BUDGET IMPLICATION:

The payment will be taken out of the Street Maintenance Fund.



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Jenni Wida, City Clerk
SUBJECT: Acknowledgement for Application for Temp On-Sale Liquor License – St. Francis Lions Club
DATE: August 7, 2023

OVERVIEW:

The St. Francis Lions Club has applied for a Temporary On-Sale Liquor License for September 17, 2023 with the Alcohol and Gambling Enforcement Division. The Lions will host a Kickball Tournament at Community Park.

ACTION TO BE CONSIDERED:

A motion would be in order to acknowledge the Application for a One to Four Day Temporary On-Sale Liquor License.



CITY COUNCIL AGENDA
REPORT

TO: Kate Thunstrom, City Administrator
 FROM: Craig Jochum, City Engineer
 SUBJECT: Poppy Street and 229th Lane Reconstruction Project – Pay Estimate No. 5
 DATE: August 7, 2023

OVERVIEW:

Attached is Pay Estimate No. 5 for the Poppy Street and 229th Lane Reconstruction Project. This pay estimate includes payment for all of the work items completed to date and a reduction in the retainage from 5% to 2%. In general, all work on this project is complete except for turf establishment in the seed areas. This estimate recommends payment of \$69,321.10. The payment is summarized by funding source below.

ACTION TO BE CONSIDERED:

Consider approval of Pay Estimate No. 5 for the Poppy Street and 229th Lane Reconstruction Project.

BUDGET IMPLICATION:

Poppy Street and 229th Lane is on the City’s Municipal State Aid system therefore the street improvements for these streets can be paid for with Municipal State Aid funds. The portion of Poppy Street that is in Oak Grove will be financed by Oak Grove. The sewer and water improvements are not Municipal State aid eligible and will be financed by the City’s Sewer and Water Fund. A portion of this project will also be assessed to the benefiting property owners in accordance with the City’s assessment policy. The funds discussed above are available and appropriate for this project. The cost breakdown per funding source for this pay estimate is as follows:

Description	Funding Source			
	Oak Grove	St. Francis State Aid		Sewer & Water Fund
		Poppy Street	229 th Lane	
Work Completed to Date	\$145,912.04	\$488,266.88	\$100,803.71	\$323,738.60
Less 2% Retainage	\$2,918.24	\$9,765.34	\$2,016.07	\$5,687.05
Less Previous Payments	\$137,126.65	\$431,054.68	\$93,560.29	\$306,484.09
Recommended Payment	\$5,867.15	\$47,446.86	\$5,227.35	\$10,779.74

Attachments:

- PAY ESTIMATE NO. 5

Contractor's Application for Payment No.**5**

To (Owner):	City of St. Francis	Application Period:	Through June 29, 2023	Application Date:	August 2, 2023
Project:	Poppy Street and 229th Lane Reconstruction Project	From (Contractor):	Douglas-Kerr Underground, LLC	Via (Engineer):	Hakanson Anderson

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS	\$0.00	

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,012,799.97
2. Net change by Change Orders.....	\$	\$0.00
3. Current Contract Price (Line 1 ± 2).....	\$	\$1,012,799.97
4. TOTAL COMPLETED AND STORED TO DATE	\$	\$1,058,721.23
5. RETAINAGE:	\$	
a. 2% X Work Completed.....	\$	\$21,174.42
b. 0% X Stored Material.....	\$	\$0.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$21,174.42
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$1,037,546.81
7. LESS PREVIOUS PAYMENTS.....	\$	\$968,225.71
8. AMOUNT DUE THIS APPLICATION.....	\$	\$69,321.10

Contractor's Certification

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

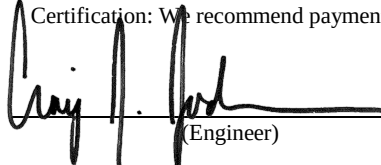
- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:
-----	-------

ENGINEER: HAKANSON ANDERSON

Certification: We recommend payment for work and quantities shown.



(Engineer)

August 2, 2023

Date

OWNER: CITY OF ST. FRANCIS

(Owner)

Date

PAY ESTIMATE #5
City of St. Francis
Poppy Street and 229th Lane Reconstruction Project

Base Bid (S.A.P. 223-120-002) - Poppy Street

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	0.16	LUMP SUM	\$ 30,714.00	\$ 4,914.24	0.16	\$ 4,914.24
2	CLEARING	8	EACH	\$ 300.00	\$ 2,400.00	13	\$ 3,900.00
3	GRUBBING	8	EACH	\$ 125.00	\$ 1,000.00	14	\$ 1,750.00
4	CLEARING	0.1	ACRE	\$ 25,000.00	\$ 2,500.00	0.1	\$ 2,500.00
5	GRUBBING	0.1	ACRE	\$ 5,000.00	\$ 500.00	0.1	\$ 500.00
6	REMOVE MAIL BOX SUPPORT	2	EACH	\$ 150.00	\$ 300.00	2	\$ 300.00
7	SAWING CONCRETE PAVEMENT - FULL DEPTH	1	LIN FT	\$ 4.20	\$ 4.20	2	\$ 8.40
8	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	41	LIN FT	\$ 3.00	\$ 123.00	41	\$ 123.00
9	REMOVE PIPE CULVERT	60	LIN FT	\$ 13.70	\$ 822.00	78	\$ 1,068.60
10	REMOVE CONCRETE CURB	11	LIN FT	\$ 4.55	\$ 50.05	25	\$ 113.75
11	REMOVE BITUMINOUS PAVEMENT	22	SQ YD	\$ 4.30	\$ 94.60	47	\$ 202.10
12	EXCAVATION - SUBGRADE	1007	CU YD	\$ 21.50	\$ 21,650.50	1,007	\$ 21,650.50
13	DEWATERING	0.16	LUMP SUM	\$ 0.01	\$ 0.01		\$ -
14	SUBGRADE PREPARATION	5.5	ROAD STA	\$ 216.00	\$ 1,188.00	5.5	\$ 1,188.00
15	WATER	28	M GALLON	\$ 75.70	\$ 2,119.60	28.0	\$ 2,119.60
16	AGGREGATE BASE CLASS 5	329	TON	\$ 14.55	\$ 4,786.95	261	\$ 3,797.55
17	FULL DEPTH RECLAMATION	1479	SQ YD	\$ 3.75	\$ 5,546.25	1,479	\$ 5,546.25
18	HAUL FULL DEPTH RECLAMATION (LV)	427	CU YD	\$ 10.35	\$ 4,419.45	427	\$ 4,419.45
19	MILL BITUMINOUS SURFACE (1.5")	10	SQ YD	\$ 8.45	\$ 84.50	10	\$ 84.50
20	BITUMINOUS MATERIAL FOR TACK COAT	73	GALLON	\$ 4.30	\$ 313.90	73	\$ 313.90
21	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 3.0" THICK	68	SQ YD	\$ 41.60	\$ 2,828.80	74	\$ 3,078.40
22	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	140	TON	\$ 80.45	\$ 11,263.00	140	\$ 11,263.00
23	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	235	TON	\$ 71.80	\$ 16,873.00	200	\$ 14,360.00
24	18" RC PIPE APRON	1	EACH	\$ 1,433.00	\$ 1,433.00	1	\$ 1,433.00
25	12" RC PIPE SEWER DESIGN 3006 CLASS V	339	LIN FT	\$ 51.40	\$ 17,424.60	339	\$ 17,424.60
26	18" RC PIPE SEWER DESIGN 3006 CLASS V	25	LIN FT	\$ 65.65	\$ 1,641.25	25	\$ 1,641.25
27	CASTING ASSEMBLY	3	EACH	\$ 817.00	\$ 2,451.00	3	\$ 2,451.00
28	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	10.4	LIN FT	\$ 660.00	\$ 6,864.00	10.4	\$ 6,864.00
29	CONCRETE CURB AND GUTTER DESIGN B424	1092	LIN FT	\$ 18.35	\$ 20,038.20	1,092	\$ 20,038.20
30	6" CONCRETE DRIVEWAY PAVEMENT	30	SQ YD	\$ 58.50	\$ 1,755.00	38	\$ 2,223.00
31	MAIL BOX SUPPORT	2	EACH	\$ 225.00	\$ 450.00	2	\$ 450.00
32	TRAFFIC CONTROL SUPERVISOR	0.16	LUMP SUM	\$ 1,500.00	\$ 240.00	0.16	\$ 240.00

PAY ESTIMATE #5
City of St. Francis
Poppy Street and 229th Lane Reconstruction Project

Base Bid (S.A.P. 223-120-002) - Poppy Street (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
33	TRAFFIC CONTROL	0.16	LUMP SUM	\$ 2,450.00	\$ 392.00	0.16	\$ 392.00
34	SIGN TYPE C	5	SQ FT	\$ 90.00	\$ 450.00	5	\$ 450.00
35	STABILIZED CONSTRUCTION EXIT	0.16	LUMP SUM	\$ 2,553.00	\$ 408.48		\$ -
36	EROSION CONTROL SUPERVISOR	0.16	LUMP SUM	\$ 2,725.00	\$ 436.00	0.16	\$ 436.00
37	STORM DRAIN INLET PROTECTION	3	EACH	\$ 171.00	\$ 513.00	5	\$ 855.00
38	SILT FENCE TYPE; MS	60	LIN FT	\$ 2.40	\$ 144.00	60	\$ 144.00
39	LOAM TOPSOIL BORROW	70	CU YD	\$ 38.50	\$ 2,695.00	150	\$ 5,775.00
40	FERTILIZER TYPE 1	43	POUND	\$ 0.75	\$ 32.25	65	\$ 48.75
41	SEEDING	0.14	ACRE	\$ 2,150.00	\$ 301.00	0.13	\$ 279.50
42	HYDRAULIC BONDED FIBER MATRIX	501	POUND	\$ 1.50	\$ 751.50	501	\$ 751.50
43	SEED, MIXTURE 25-121	17	POUND	\$ 5.45	\$ 92.65	17	\$ 92.65
44	4" SOLID LINE MULTI-COMPONENT	546	LIN FT	\$ 0.45	\$ 245.70	587	\$ 264.15
45	4" DOUBLE SOLID LINE MULTI-COMPONENT	500	LIN FT	\$ 0.90	\$ 450.00	508	\$ 457.20
Total Base Bid (S.A.P. 223-120-002) - Poppy Street							\$ 145,912.04

Base Bid (S.A.P. 235-117-002) - Poppy Street

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	0.47	LUMP SUM	\$ 30,714.00	\$ 14,435.58	0.47	\$ 14,435.58
2	CLEARING	0.05	ACRE	\$ 25,000.00	\$ 1,250.00	0.05	\$ 1,250.00
3	GRUBBING	0.05	ACRE	\$ 5,000.00	\$ 250.00	0.05	\$ 250.00
4	REMOVE SIGN	12	EACH	\$ 40.00	\$ 480.00	12	\$ 480.00
5	REMOVE MAIL BOX SUPPORT	14	EACH	\$ 150.00	\$ 2,100.00	14	\$ 2,100.00
6	SALVAGE SIGN	5	EACH	\$ 40.00	\$ 200.00	6	\$ 240.00
7	SAWING CONCRETE PAVEMENT - FULL DEPTH	13	LIN FT	\$ 4.20	\$ 54.60	22	\$ 92.40
8	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	386	LIN FT	\$ 3.00	\$ 1,158.00	416	\$ 1,248.00
9	REMOVE PIPE CULVERT	591	LIN FT	\$ 13.70	\$ 8,096.70	621	\$ 8,507.70
10	REMOVE CATCH BASINS	2	EACH	\$ 610.00	\$ 1,220.00	2	\$ 1,220.00
11	REMOVE CONCRETE CURB	93	LIN FT	\$ 4.55	\$ 423.15	129	\$ 586.95
12	REMOVE CONCRETE PAVEMENT	16	SQ YD	\$ 8.05	\$ 128.80	16	\$ 128.80
13	REMOVE BITUMINOUS PAVEMENT	864	SQ YD	\$ 4.30	\$ 3,715.20	864	\$ 3,715.20
14	EXCAVATION - SUBGRADE	1635	CU YD	\$ 21.50	\$ 35,152.50	1,659	\$ 35,668.50

PAY ESTIMATE #5
City of St. Francis
Poppy Street and 229th Lane Reconstruction Project

Base Bid (S.A.P. 235-117-002) - Poppy Street (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
15	DEWATERING	0.5	LUMP SUM	\$0.01	\$ 0.01		\$ -
16	SUBGRADE PREPARATION	11.3	ROAD STA	\$216.00	\$ 2,440.80	11.3	\$ 2,440.80
17	WATER	78	M GALLON	\$ 75.70	\$ 5,904.60	60.8	\$ 4,602.56
18	AGGREGATE BASE CLASS 5	1047	TON	\$ 14.55	\$ 15,233.85	842	\$ 12,251.10
19	FULL DEPTH RECLAMATION	3261	SQ YD	\$ 3.75	\$ 12,228.75	3,267	\$ 12,251.25
20	HAUL FULL DEPTH RECLAMATION (LV)	942	CU YD	\$ 10.35	\$ 9,749.70	942.0	\$ 9,749.70
21	MILL BITUMINOUS SURFACE (1.5")	62	SQ YD	\$ 8.45	\$ 523.90	62	\$ 523.90
22	BITUMINOUS MATERIAL FOR TACK COAT	250	GALLON	\$ 4.30	\$ 1,075.00	250	\$ 1,075.00
23	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 3.0" THICK	549	SQ YD	\$ 41.60	\$ 22,838.40	727.0	\$ 30,243.20
24	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	305	TON	\$ 80.45	\$ 24,537.25	305	\$ 24,537.25
25	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	510	TON	\$ 71.80	\$ 36,618.00	446.3	\$ 32,044.34
26	12" CS PIPE APRON	4	EACH	\$ 520.00	\$ 2,080.00	2.00	\$ 1,040.00
27	12" CS PIPE CULVERT	60	LIN FT	\$ 79.35	\$ 4,761.00	72.0	\$ 5,713.20
28	12" RC PIPE SEWER DESIGN 3006 CLASS V	468	LIN FT	\$ 51.40	\$ 24,055.20	468	\$ 24,055.20
29	18" RC PIPE SEWER DESIGN 3006 CLASS V	38	LIN FT	\$ 65.65	\$ 2,494.70	38	\$ 2,494.70
30	SALVAGE SPRINKLER HEAD	30	EACH	\$ 60.00	\$ 1,800.00	66	\$ 3,960.00
31	INSTALL SPRINKLER HEAD	30	EACH	\$ 60.00	\$ 1,800.00	66	\$ 3,960.00
32	CASTING ASSEMBLY	15	EACH	\$ 817.00	\$ 12,255.00	15	\$ 12,255.00
33	ADJUST FRAME AND RING CASTING	8	EACH	\$ 872.00	\$ 6,976.00	8	\$ 6,976.00
34	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	4	EACH	\$ 1,739.00	\$ 6,956.00	4	\$ 6,956.00
35	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	30.5	LIN FT	\$ 660.00	\$ 20,130.00	33	\$ 21,780.00
36	5" CONCRETE WALK	8110	SQ FT	\$ 6.80	\$ 55,148.00	7,691.0	\$ 52,298.80
37	6" CONCRETE WALK	1650	SQ FT	\$ 11.45	\$ 18,892.50	1,779	\$ 20,369.55
38	8" CONCRETE WALK	91	SQ FT	\$ 6.65	\$ 605.15	96	\$ 638.40
39	CONCRETE CURB AND GUTTER DESIGN B424	2206	LIN FT	\$ 18.35	\$ 40,480.10	2,276	\$ 41,764.60
40	6" CONCRETE DRIVEWAY PAVEMENT	111	SQ YD	\$ 58.50	\$ 6,493.50	131	\$ 7,663.50
41	8" CONCRETE DRIVEWAY PAVEMENT	9	SQ YD	\$ 68.00	\$ 612.00	9	\$ 612.00
42	TRUNCATED DOMES	60	SQ FT	\$ 50.00	\$ 3,000.00	60	\$ 3,000.00
43	MAIL BOX	1	EACH	\$ 50.00	\$ 50.00	1	\$ 50.00
44	MAIL BOX SUPPORT	14	EACH	\$ 225.00	\$ 3,150.00	14	\$ 3,150.00
45	TRAFFIC CONTROL SUPERVISOR	0.47	LUMP SUM	\$ 1,500.00	\$ 705.00	0.47	\$ 705.00
46	TRAFFIC CONTROL	0.47	LUMP SUM	\$ 2,450.00	\$ 1,151.50	0.47	\$ 1,151.50

PAY ESTIMATE #5
City of St. Francis
Poppy Street and 229th Lane Reconstruction Project

Base Bid (S.A.P. 235-117-002) - Poppy Street (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
47	INSTALL SIGN	5	EACH	\$ 250.00	\$ 1,250.00	6	\$ 1,500.00
48	SIGN TYPE C	35	SQ FT	\$ 90.00	\$ 3,150.00	35	\$ 3,150.00
49	STABILIZED CONSTRUCTION EXIT	0.47	LUMP SUM	\$ 2,553.00	\$ 1,199.91		\$ -
50	EROSION CONTROL SUPERVISOR	0.47	LUMP SUM	\$ 2,725.00	\$ 1,280.75	0.47	\$ 1,280.75
51	STORM DRAIN INLET PROTECTION	9	EACH	\$ 171.00	\$ 1,539.00	11	\$ 1,881.00
52	SILT FENCE TYPE; MS	1212	LIN FT	\$ 2.40	\$ 2,908.80	916	\$ 2,198.40
53	LOAM TOPSOIL BORROW	350	CU YD	\$ 38.50	\$ 13,475.00	780	\$ 30,030.00
54	FERTILIZER TYPE 1	167	POUND	\$ 0.75	\$ 125.25	240	\$ 180.00
55	SODDING TYPE MINERAL	710	SQ YD	\$ 11.00	\$ 7,810.00	2,162	\$ 23,782.00
56	SEEDING	0.37	ACRE	\$ 2,150.00	\$ 795.50	0.36	\$ 774.00
57	HYDRAULIC BONDED FIBER MATRIX	1951	POUND	\$ 1.50	\$ 2,926.50	1,119	\$ 1,678.50
58	SEED, MIXTURE 25-121	68	POUND	\$ 5.45	\$ 370.60	13	\$ 70.85
59	4" SOLID LINE MULTI-COMPONENT	1131	LIN FT	\$ 0.45	\$ 508.95	1,220	\$ 549.00
60	4" DOUBLE SOLID LINE MULTI-COMPONENT	1045	LIN FT	\$ 0.90	\$ 940.50	1,063	\$ 956.70
Total Base Bid (S.A.P. 235-117-002) - Poppy Street							\$ 488,266.88

Base Bid (S.A.P. 235-147-001) - 229th Lane

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	0.11	LUMP SUM	\$ 30,714.00	\$ 3,378.54	0.11	\$ 3,378.54
2	CLEARING	0.05	ACRE	\$ 25,000.00	\$ 1,250.00	0.05	\$ 1,250.00
3	GRUBBING	0.05	ACRE	\$ 5,000.00	\$ 250.00	0.05	\$ 250.00
4	REMOVE SIGN	4	EACH	\$ 40.00	\$ 160.00	4	\$ 160.00
5	SALVAGE SIGN	2	EACH	\$ 40.00	\$ 80.00	2	\$ 80.00
6	SAWING CONCRETE PAVEMENT - FULL DEPTH	20	LIN FT	\$ 4.20	\$ 84.00	20.5	\$ 86.10
7	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	28	LIN FT	\$ 3.00	\$ 84.00	28	\$ 84.00
8	REMOVE CONCRETE CURB	73	LIN FT	\$ 4.55	\$ 332.15	76	\$ 345.80
9	REMOVE CONCRETE PAVEMENT	37	SQ YD	\$ 8.05	\$ 297.85	40	\$ 322.00
10	EXCAVATION - SUBGRADE	207	CU YD	\$ 21.50	\$ 4,450.50	207	\$ 4,450.50
11	DEWATERING	0.11	LUMP SUM	\$ 0.01	\$ 0.01		\$ -
12	SUBGRADE PREPARATION	4.3	ROAD STA	\$ 216.00	\$ 928.80	4.3	\$ 928.80
13	WATER	39	M GALLON	\$ 75.70	\$ 2,952.30	29.2	\$ 2,210.44

PAY ESTIMATE #5
City of St. Francis
Poppy Street and 229th Lane Reconstruction Project

Base Bid (S.A.P. 235-147-001) - 229th Lane (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
14	AGGREGATE BASE CLASS 5	500	TON	\$ 14.55	\$ 7,275.00	414.6	\$ 6,032.43
15	FULL DEPTH RECLAMATION	1151	SQ YD	\$ 3.75	\$ 4,316.25	1,151	\$ 4,316.25
16	HAUL FULL DEPTH RECLAMATION (LV)	208	CU YD	\$ 10.35	\$ 2,152.80	208	\$ 2,152.80
17	MILL BITUMINOUS SURFACE (1.5")	18	SQ YD	\$ 8.45	\$ 152.10	18	\$ 152.10
18	BITUMINOUS MATERIAL FOR TACK COAT	63	GALLON	\$ 4.30	\$ 270.90	52	\$ 223.60
19	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	120	TON	\$ 80.45	\$ 9,654.00	121	\$ 9,734.45
20	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	200	TON	\$ 71.80	\$ 14,360.00	182.0	\$ 13,067.60
21	12" RC PIPE SEWER DESIGN 3006 CLASS V	66	LIN FT	\$ 51.40	\$ 3,392.40	66	\$ 3,392.40
22	CASTING ASSEMBLY	3	EACH	\$ 817.00	\$ 2,451.00	3.0	\$ 2,451.00
23	ADJUST FRAME AND RING CASTING	1	EACH	\$ 872.00	\$ 872.00	1	\$ 872.00
24	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	1	EACH	\$ 1,739.00	\$ 1,739.00	1	\$ 1,739.00
25	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	7.9	LIN FT	\$ 660.00	\$ 5,214.00	7.9	\$ 5,214.00
26	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	1	EACH	\$ 3,023.00	\$ 3,023.00	1	\$ 3,023.00
27	RANDOM RIPRAP CLASS III	9	CU YD	\$ 178.00	\$ 1,602.00	12	\$ 2,136.00
28	CONCRETE CURB AND GUTTER DESIGN SPECIAL	895	LIN FT	\$ 17.05	\$ 15,259.75	830	\$ 14,151.50
29	6" CONCRETE DRIVEWAY PAVEMENT	33	SQ YD	\$ 58.50	\$ 1,930.50	38	\$ 2,223.00
30	8" CONCRETE DRIVEWAY PAVEMENT	14	SQ YD	\$ 68.00	\$ 952.00	21	\$ 1,428.00
31	TRAFFIC CONTROL SUPERVISOR	0.11	LUMP SUM	\$ 1,500.00	\$ 165.00	0.11	\$ 165.00
32	TRAFFIC CONTROL	0.11	LUMP SUM	\$ 2,450.00	\$ 269.50	0.11	\$ 269.50
33	INSTALL SIGN	2	EACH	\$ 250.00	\$ 500.00	4	\$ 1,000.00
34	SIGN TYPE C	24	SQ FT	\$ 90.00	\$ 2,160.00	28.50	\$ 2,565.00
35	STABILIZED CONSTRUCTION EXIT	0.11	LUMP SUM	\$ 2,553.00	\$ 280.83		\$ -
36	EROSION CONTROL SUPERVISOR	0.11	LUMP SUM	\$ 2,725.00	\$ 299.75	0.11	\$ 299.75
37	STORM DRAIN INLET PROTECTION	2	EACH	\$ 171.00	\$ 342.00	2	\$ 342.00
38	SILT FENCE TYPE; MS	154	LIN FT	\$ 2.40	\$ 369.60	170	\$ 408.00
39	LOAM TOPSOIL BORROW	97	CU YD	\$ 38.50	\$ 3,734.50	218	\$ 8,393.00
40	FERTILIZER TYPE 1	40	POUND	\$ 0.75	\$ 30.00	145	\$ 108.75
41	SEEDING	0.19	ACRE	\$ 2,150.00	\$ 408.50	0.18	\$ 387.00
42	HYDRAULIC BONDED FIBER MATRIX	630	POUND	\$ 1.50	\$ 945.00	630	\$ 945.00
43	SEED, MIXTURE 25-121	22	POUND	\$ 5.45	\$ 119.90	12	\$ 65.40

Total Base Bid (S.A.P. 235-147-001) - 229th Lane

\$ 100,803.71

PAY ESTIMATE #5
City of St. Francis
Poppy Street and 229th Lane Reconstruction Project

Base Bid (Local Funding)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	0.26	LUMP SUM	\$ 30,714.00	\$ 7,985.64	0.26	\$ 7,985.64
2	REMOVE CASTING	7	EACH	\$ 187.00	\$ 1,309.00	7	\$ 1,309.00
3	REMOVE GATE VALVE AND BOX	6	EACH	\$ 338.00	\$ 2,028.00	6	\$ 2,028.00
4	REMOVE HYDRANT	3	EACH	\$ 451.00	\$ 1,353.00	3	\$ 1,353.00
5	SALVAGE HYDRANT	1	EACH	\$ 338.00	\$ 338.00	1	\$ 338.00
6	REMOVE WATERMAIN	947	LIN FT	\$ 13.90	\$ 13,163.30	812	\$ 11,286.80
7	DEWATERING	0.23	LUMP SUM	\$ 0.01	\$ 0.01		\$ -
8	4" PVC PIPE SEWER	40	LIN FT	\$ 38.30	\$ 1,532.00	11	\$ 421.30
9	8" PVC PIPE SEWER	55	LIN FT	\$ 62.50	\$ 3,437.50	65	\$ 4,062.50
10	ADJUST SANITARY SEWER MANHOLE	1	EACH	\$ 1,784.00	\$ 1,784.00	1	\$ 1,784.00
11	CONNECT TO EXISTING MANHOLE (SAN)	1	EACH	\$ 2,039.00	\$ 2,039.00	1	\$ 2,039.00
12	CONNECT TO EXISTING STORM SEWER	1	EACH	\$ 2,740.00	\$ 2,740.00	1	\$ 2,740.00
13	CONNECT TO EXISTING DRAINAGE STRUCTURE	1	EACH	\$ 1,713.00	\$ 1,713.00	1	\$ 1,713.00
14	8" PIPE PLUG	1	EACH	\$ 276.00	\$ 276.00	1	\$ 276.00
15	CLEAN AND VIDEO TAPE PIPE SEWER	55	LIN FT	\$ 17.25	\$ 948.75	65	\$ 1,121.25
16	WATERMAIN SYSTEM	1	LUMP SUM	\$ 4,840.00	\$ 4,840.00	1	\$ 4,840.00
17	TEMPORARY WATER SERVICE	10	EACH	\$ 1,023.00	\$ 10,230.00	10	\$ 10,230.00
18	RECONNECT WATER SERVICE	10	EACH	\$ 140.00	\$ 1,400.00	10	\$ 1,400.00
19	CONNECT TO EXISTING WATERMAIN	4	EACH	\$ 1,611.00	\$ 6,444.00	4	\$ 6,444.00
20	HYDRANT	3	EACH	\$ 6,188.00	\$ 18,564.00	3	\$ 18,564.00
21	INSTALL HYDRANT	1	EACH	\$ 1,973.00	\$ 1,973.00	1	\$ 1,973.00
22	1" CORPORATION STOP	13	EACH	\$ 1,058.00	\$ 13,754.00	13	\$ 13,754.00
23	2" CORPORATION STOP	1	EACH	\$ 1,590.00	\$ 1,590.00	1	\$ 1,590.00
24	6" GATE VALVE AND BOX	6	EACH	\$ 2,651.00	\$ 15,906.00	6	\$ 15,906.00
25	8" GATE VALVE AND BOX	6	EACH	\$ 3,965.00	\$ 23,790.00	6	\$ 23,790.00
26	1" CURB STOP AND BOX	13	EACH	\$ 1,264.00	\$ 16,432.00	13	\$ 16,432.00
27	2" CURB STOP AND BOX	1	EACH	\$ 1,830.00	\$ 1,830.00	1	\$ 1,830.00
28	HYDRANT RISER	2	LIN FT	\$ 1,528.00	\$ 3,056.00	2	\$ 3,056.00
29	1" TYPE PE PIPE	500	LIN FT	\$ 7.35	\$ 3,675.00	462.5	\$ 3,399.38
30	2" TYPE PE PIPE	30	LIN FT	\$ 10.60	\$ 318.00	36.5	\$ 386.90
31	6" WATERMAIN DUCTILE IRON CL 52	145	LIN FT	\$ 61.90	\$ 8,975.50	146	\$ 9,037.40
32	8" PVC WATERMAIN	1417	LIN FT	\$ 62.80	\$ 88,987.60	1,431	\$ 89,866.80

PAY ESTIMATE #5
City of St. Francis
Poppy Street and 229th Lane Reconstruction Project

Base Bid (Local Funding) (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
33	4" POLYSTYRENE INSULATION	11	SQ YD	\$ 41.75	\$ 459.25	4	\$ 167.00
34	DUCTILE IRON FITTINGS	1193	POUND	\$ 13.45	\$ 16,045.85	1,540	\$ 20,713.00
35	TRAFFIC CONTROL SUPERVISOR	0.26	LUMP SUM	\$ 1,500.00	\$ 390.00	0.26	\$ 390.00
36	TRAFFIC CONTROL	0.26	LUMP SUM	\$ 2,450.00	\$ 637.00	0.26	\$ 637.00
37	SIGN PANEL SPECIAL	12	SQ FT	\$ 65.00	\$ 780.00	12	\$ 780.00
38	STABILIZED CONSTRUCTION EXIT	0.26	LUMP SUM	\$ 2,553.00	\$ 663.78		\$ -
39	EROSION CONTROL SUPERVISOR	0.26	LUMP SUM	\$ 2,725.00	\$ 708.50	0.26	\$ 708.50
Total Base Bid (Local Funding)							\$ 284,352.47

Alternate Bid (Local Funding)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	REMOVE MANHOLE	1	EACH	\$ 947.00	\$ 947.00	1	\$ 947.00
2	REMOVE FORCE MAIN	52	LIN FT	\$ 13.05	\$ 678.60	52	\$ 678.60
3	DEWATERING	1	LUMP SUM	\$ 0.01	\$ 0.01	1	\$ 0.01
4	6" PVC PIPE SEWER	66	LIN FT	\$ 40.40	\$ 2,666.40	85	\$ 3,434.00
5	8" PVC PIPE SEWER	252	LIN FT	\$ 48.10	\$ 12,121.20	252	\$ 12,121.20
6	CONNECT TO EXISTING MANHOLE (SAN)	1	EACH	\$ 2,589.00	\$ 2,589.00	1	\$ 2,589.00
7	CONNECT TO EXISTING FORCEMAIN	1	EACH	\$ 838.00	\$ 838.00	1	\$ 838.00
8	CONNECT TO EXISTING SANITARY SEWER SERVICE	1	EACH	\$ 386.00	\$ 386.00	2	\$ 772.00
9	6" PVC PIPE CAP	1	EACH	\$ 351.00	\$ 351.00	2	\$ 702.00
10	8" PVC PIPE CAP	5	EACH	\$ 176.00	\$ 880.00	5	\$ 880.00
11	8" BY 6" PVC WYE	2	EACH	\$ 1,827.00	\$ 3,654.00	2	\$ 3,654.00
12	CLEAN AND VIDEO TAPE PIPE SEWER	200	LIN FT	\$ 0.01	\$ 2.00	252	\$ 2.52
13	6" PVC FORCE MAIN	18	LIN FT	\$ 34.90	\$ 628.20	28	\$ 977.20
14	CASTING ASSEMBLY	2	EACH	\$ 1,890.00	\$ 3,780.00	2	\$ 3,780.00
15	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	15.8	LIN FT	\$ 507.00	\$ 8,010.60	15.8	\$ 8,010.60
Total Alternate Bid (Local Funding)							\$ 39,386.13

PAY ESTIMATE #5
City of St. Francis
Poppy Street and 229th Lane Reconstruction Project

Total Base Bid (S.A.P. 223-120-002) - Poppy Street	\$145,912.04
Total Base Bid (S.A.P. 235-117-002) - Poppy Street	\$488,266.88
Total Base Bid (S.A.P. 235-147-001) - 229th Lane	\$100,803.71
Total Base Bid (Local Funding)	\$284,352.47
Total Alternate Bid (Local Funding)	\$39,386.13
TOTAL	\$1,058,721.23



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Colette Baumgardner, Community Development Director
SUBJECT: Rental License Approvals
DATE: August 7, 2023

OVERVIEW:

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

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

As rental property applications are received, inspections are conducted on select properties. Once the required inspection is complete, they are presented to Council for approval.

The attached property units with addresses ending in the odd numbers have been inspected and are ready for Council approval. The properties to be considered have been shown to meet all of the requirements in City Code Chapter 4, Section 6.

ACTION TO BE CONSIDERED:

Approval of Rental Licenses for properties:

RENTAL ADDRESS	OWNER/MANAGEMENT AGENT
3853 232 nd Ave NW #105	FUSSY, ADAM
3459 228 TH AVE NW	MUEHLBAUER, JOSEPH
22835 RUM RIVER BLVD NW	NEW BEGINNINGS REAL ESTATES MN LLC



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: August 7, 2023

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$235,681.82 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-\$311,700.00

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:

- 08-07-2023 Packet List-\$235,681.82
- 08-07-2023 Manual Checks-\$311,700.00

CITY OF ST FRANCIS

Payments

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Current Period: July 2023

Payments Batch AP-MANUAL-JULY 2023		\$311,700.00	
Refer	19057 RIVERS EDGE LAND DEVELOPME	Ck# 082150 7/17/2023	
Cash Payment	G 803-22186 Rivers Edge 6th (loc)	RIVERS EDGE 6TH-REDUCTION IN FINANACIAL SECURITY	\$311,700.00
Invoice .07172023	7/17/2023		
Transaction Date	7/19/2023	CASH 10100	Total \$311,700.00

Fund Summary	
	10100 CASH
803 Escrow	\$311,700.00
	\$311,700.00

Pre-Written Checks	\$311,700.00
Checks to be Generated by the Computer	\$0.00
Total	\$311,700.00

CITY OF ST FRANCIS

*Claim Register©

AP 08-07-2023

July 2023

Claim Type

Claim# 19109 ALLINA HEALTH

Cash Payment E 101-42210-305 Medical Fees HEALTH TESTING-LANCE \$134.50
 Invoice 325590560

Transaction Date 7/20/2023 Due 7/20/2023 CASH 10100 **Total** \$134.50

Claim Type

Claim# 19158 ANOKA COUNTY TREASURY DEPT

Cash Payment E 101-42110-321 Telephone BROADBAND \$37.51
 Invoice B230714P

Cash Payment E 101-42210-321 Telephone BROADBAND \$37.51
 Invoice B230714P

Cash Payment E 101-43100-321 Telephone BROADBAND \$37.51
 Invoice B230714P

Cash Payment E 101-45200-321 Telephone BROADBAND \$37.51
 Invoice B230714P

Cash Payment E 601-49440-321 Telephone BROADBAND \$37.51
 Invoice B230714P

Cash Payment E 602-49490-321 Telephone BROADBAND \$37.45
 Invoice B230714P

Transaction Date 7/24/2023 CASH 10100 **Total** \$225.00

Claim Type

Claim# 19157 ASHWILL COMPANIES

Cash Payment E 225-45100-510 Land-Park Improvement PAY APP #5 - FINAL- SIWEK PARK \$17,609.73
 Invoice .07242023

Transaction Date 7/24/2023 Due 7/24/2023 CASH 10100 **Total** \$17,609.73

Claim Type

Claim# 19108 ASPEN MILLS

Cash Payment E 101-42110-437 Uniforms UNIFORMS-ADMIN JACKETS \$29.70
 Invoice 316945

Transaction Date 7/20/2023 Due 7/20/2023 CASH 10100 **Total** \$29.70

Claim Type

Claim# 19107 BAYCOM, INC

Cash Payment E 402-42110-553 Squad Cameras SQUAD CAMERAS \$392.00
 Invoice EQUIPINV044760

Cash Payment E 402-42110-554 Body Cameras BODY CAMERAS \$7,964.00
 Invoice EQUIPINV_044817

Transaction Date 7/20/2023 CASH 10100 **Total** \$8,356.00

Claim Type

Claim# 19218 BELLBOY CORPORATION

Cash Payment E 609-49751-206 Freight FREIGHT \$9.90
 Invoice 0200245700

Cash Payment E 609-49751-206 Freight FREIGHT \$11.55
 Invoice 0200246500

Cash Payment E 609-49751-206 Freight FREIGHT \$6.54
 Invoice 0107136500

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC \$113.00
 Invoice 0107136500

Cash Payment E 609-49751-251 Liquor LIQUOR \$1,045.75
 Invoice 0200246500

CITY OF ST FRANCIS

*Claim Register©

AP 08-07-2023

July 2023

Cash Payment E 609-49751-251 Liquor LIQUOR \$428.25
Invoice 0200245700

Transaction Date 8/1/2023 CASH 10100 **Total** \$1,614.99

Claim Type

Claim# 19217 BERNICK COMPANIES, THE

Cash Payment E 609-49751-252 Beer BEER \$976.90
Invoice 10108435

Cash Payment E 609-49751-252 Beer BEER \$567.40
Invoice 10105659

Cash Payment E 609-49751-255 N/A Products NON-ALCOHOLIC PRODUCTS \$26.30
Invoice 10108435

Transaction Date 8/1/2023 Due 8/1/2023 CASH 10100 **Total** \$1,570.60

Claim Type

Claim# 19105 BGS (BARNA GUZY)

Cash Payment E 101-41600-304 Civil Legal Fees MUNICIPAL \$1,957.00
Invoice 265385

Cash Payment E 101-41600-312 Criminal Legal Fees PROSECUTION/RETAINER FILE \$5,150.00
Invoice 265354

Cash Payment E 101-41600-304 Civil Legal Fees GENERAL LABOR \$420.00
Invoice 265386

Cash Payment E 101-41600-304 Civil Legal Fees COMMUNITY DEVELOPMENT \$1,406.50
Invoice 265387

Cash Payment E 101-41600-304 Civil Legal Fees MISC/NON-RETAINER \$3,088.50
Invoice 265388

Cash Payment G 803-22043 Esc-Laketown (Rivers Edge) RIVERS EDGE DEVELOPMENT AGREEMENT \$116.00
Invoice 265596

Transaction Date 7/20/2023 CASH 10100 **Total** \$12,138.00

Claim Type

Claim# 19164 BREAKTHRU BEVERAGE

Cash Payment E 609-49751-206 Freight FREIGHT \$10.15
Invoice 111305300

Cash Payment E 609-49751-206 Freight FREIGHT -\$1.45
Invoice 411225432

Cash Payment E 609-49751-206 Freight FREIGHT \$45.18
Invoice 111408554

Cash Payment E 609-49751-251 Liquor LIQUOR \$283.46
Invoice 111305300

Cash Payment E 609-49751-251 Liquor LIQUOR -\$103.50
Invoice 411225432

Cash Payment E 609-49751-251 Liquor LIQUOR \$3,153.94
Invoice 111408554

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC \$156.36
Invoice 111305300

Transaction Date 7/24/2023 CASH 10100 **Total** \$3,544.14

Claim Type

Claim# 19114 CAPITOL BEVERAGE SALES, L.P

Cash Payment E 609-49751-252 Beer REFUND CREDIT - DUPLICATE \$200.00
Invoice 2835307-1

Transaction Date 7/20/2023 Due 7/20/2023 CASH 10100 **Total** \$200.00

CITY OF ST FRANCIS

*Claim Register©

AP 08-07-2023

July 2023

Claim Type

Claim#	19113	CARLSON MCCAIN, INC				
Cash Payment	E 404-41400-589	City Hall/Fire Station	PRE-DEMO PROFESSIONAL SERVICES			\$2,056.10
Invoice	0061606					
Cash Payment	G 803-22192	Dollar General-Hwy 47	DG HWY 47 PROFESSIONAL SERVICES			\$1,650.00
Invoice	0061608					
Cash Payment	E 405-43100-809	Patriot Parkway	PATRIOT PARKWAY PROFESSIONAL SERVICES			\$1,800.00
Invoice	0061607					
Transaction Date	7/20/2023	Due 7/20/2023	CASH	10100	Total	\$5,506.10

Claim Type

Claim#	19163	CERES ENVIROMENTAL				
Cash Payment	G 803-22000	Deposits	DEMO ESCROW REFUND			\$500.00
Invoice	.07242023					
Transaction Date	7/24/2023	Due 7/24/2023	CASH	10100	Total	\$500.00

Claim Type

Claim#	19207	CHEELEY, BLAKE				
Cash Payment	G 101-22000	Deposits	COMMUNITY CENTER DAMAGE DEPOSIT REFUND			\$150.00
Invoice	.07272023					
Transaction Date	7/27/2023	Due 7/27/2023	CASH	10100	Total	\$150.00

Claim Type

Claim#	19221	CIVICPLUS LLC				
Cash Payment	E 101-41400-311	Contract	MUNICODE ANNUAL RENEWAL			\$3,800.00
Invoice	269247					
Transaction Date	8/1/2023		CASH	10100	Total	\$3,800.00

Claim Type

Claim#	19227	CRYSTAL SPRINGS ICE				
Cash Payment	E 609-49751-206	Freight	FREIGHT			\$4.00
Invoice	1004446					
Cash Payment	E 609-49751-206	Freight	FREIGHT			\$4.00
Invoice	1004497					
Cash Payment	E 609-49751-206	Freight	FREIGHT			\$4.00
Invoice	1004383					
Cash Payment	E 609-49751-206	Freight	FREIGHT			\$4.00
Invoice	1004427					
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC			\$222.60
Invoice	1004446					
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC			\$83.40
Invoice	1004427					
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC			\$59.40
Invoice	1004497					
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC			\$213.60
Invoice	1004383					
Transaction Date	8/1/2023	Due 8/1/2023	CASH	10100	Total	\$595.00

Claim Type

Claim#	19206	D & G RECYCLE				
Cash Payment	E 101-43210-439	Recycling Days	TIRE RECYCLING			\$114.00
Invoice	6719					
Transaction Date	7/27/2023		CASH	10100	Total	\$114.00

CITY OF ST FRANCIS

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*Claim Register©

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Claim Type

Claim# 19225 DAHLHEIMER DIST. CO. INC.

Cash Payment	E 609-49751-252 Beer	BEER			\$24,240.73
Invoice	1965032				

Cash Payment	E 609-49751-252 Beer	BEER			\$8,438.20
Invoice	1959551				

Cash Payment	E 609-49751-252 Beer	BEER			-\$148.50
Invoice	1959572				

Cash Payment	E 609-49751-255 N/A Products	NON-ALCOHOLIC PRODUCTS			\$62.90
Invoice	1965032				

Cash Payment	E 609-49751-255 N/A Products	NON-ALCOHOLIC PRODUCTS			\$330.00
Invoice	1959551				

Cash Payment	E 609-49751-254 Miscellaneous Merchandis MISC				\$360.00
Invoice	1959551				

Transaction Date	8/1/2023	CASH	10100	Total	\$33,283.33
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Claim Type

Claim# 19282 DAVIDS HYDRO VAC, INC

Cash Payment	E 603-49490-414 Storm Sewers	HYDRO EXCAVATION SERVICES			\$1,440.00
Invoice	230037106				

Cash Payment	E 602-49490-229 Project Maintenance	HYDRO EXCAVATION SERVICES			\$1,440.00
Invoice	230037106				

Transaction Date	8/3/2023	Due 8/3/2023	CASH	10100	Total	\$2,880.00
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Claim Type

Claim# 19224 DESCHENES, MICHELE

Cash Payment	G 101-22000 Deposits	COMMUNITY CENTER REFUND			\$100.00
Invoice	.08012023				

Transaction Date	8/1/2023	CASH	10100	Total	\$100.00
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Claim Type

Claim# 19223 EAGLE GARAGE DOOR CO.

Cash Payment	E 101-43100-401 Buildings Maintenance	BIANNUAL SERVICES			\$138.00
Invoice	9003				

Cash Payment	E 101-45200-401 Buildings Maintenance	BIANNUAL SERVICES			\$138.00
Invoice	9003				

Cash Payment	E 601-49440-401 Buildings Maintenance	BIANNUAL SERVICES			\$138.00
Invoice	9003				

Cash Payment	E 602-49490-401 Buildings Maintenance	BIANNUAL SERVICES			\$138.00
Invoice	9003				

Cash Payment	E 101-42110-401 Buildings Maintenance	BIANNUAL SERVICES			\$138.00
Invoice	9003				

Transaction Date	8/1/2023	CASH	10100	Total	\$690.00
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Claim Type

Claim# 19222 EASTMAN, COLLEEN

Cash Payment	E 101-43100-441 Miscellaneous	MAILBOX REPLACEMENT			\$75.00
Invoice	.08012023				

Transaction Date	8/1/2023	Due 8/1/2023	CASH	10100	Total	\$75.00
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Claim Type

Claim# 19173 ECM PUBLISHERS, INC.

Cash Payment	E 101-41400-351 Legal Notices Publishing	COUNCIL VACANCY APPLICATIONS			\$150.48
Invoice	957317				

Transaction Date	7/25/2023	Due 7/25/2023	CASH	10100	Total	\$150.48
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Claim Type

Claim# 19110 *ELITE SANITATION*

Cash Payment E 101-45200-402 Janitorial Service PORTABLE TOILET RENTAL 6/25-7/22/23 \$1,025.50

Invoice 29871

Transaction Date	7/20/2023	Due 7/20/2023	CASH	10100	Total	\$1,025.50
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Claim Type

Claim# 19172 *EVERGREEN RECYCLING LLC*

Cash Payment E 101-43210-439 Recycling Days RECYCLING EVENT \$460.00

Invoice 3117B

Transaction Date	7/25/2023		CASH	10100	Total	\$460.00
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Claim Type

Claim# 19171 *FIRE CATT, LLC*

Cash Payment E 101-42210-218 Equipment Maintenance EQUIPMENT MAINTENANCE-FIRE HOSE TESTING \$2,480.00

Invoice 12611

Transaction Date	7/25/2023	Due 7/25/2023	CASH	10100	Total	\$2,480.00
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Claim Type

Claim# 19167 *FIRE SAFETY USA, INC.*

Cash Payment E 101-42210-221 Vehicle Maintenance VEHICLE REPAIR AND MAINTENANCE \$1,424.00

Invoice 175052

Cash Payment E 101-42210-221 Vehicle Maintenance VEHICLE REPAIR AND MAINTENANCE \$485.50

Invoice 175049

Cash Payment E 101-42210-221 Vehicle Maintenance VEHICLE REPAIR AND MAINTENANCE \$141.50

Invoice 175050

Cash Payment E 101-42210-221 Vehicle Maintenance VEHICLE REPAIR AND MAINTENANCE \$1,226.00

Invoice 175053

Cash Payment E 101-42210-221 Vehicle Maintenance VEHICLE REPAIR AND MAINTENANCE \$280.50

Invoice 175051

Cash Payment E 101-42210-221 Vehicle Maintenance VEHICLE REPAIRS \$4,506.00

Invoice 174814

Transaction Date	7/25/2023	Due 7/25/2023	CASH	10100	Total	\$8,063.50
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Claim Type

Claim# 19232 *FIRST BAPTIST CHURCH*

Cash Payment G 101-22000 Deposits COMMUNITY CENTER DEPOSIT 2012 \$50.00

Invoice .08012023

Cash Payment G 101-22000 Deposits COMMUNITY CENTER DEPOSIT 2014 \$100.00

Invoice .08012023

Cash Payment G 101-22000 Deposits COMMUNITY CENTER DEPOSIT 2015 \$50.00

Invoice .08012023

Cash Payment G 101-22000 Deposits COMMUNITY CENTER DEPOSIT 2016 \$50.00

Invoice .08012023

Transaction Date	8/1/2023		CASH	10100	Total	\$250.00
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Claim Type

Claim# 19231 *GIRL SCOUT TROOP 17948*

Cash Payment G 101-22000 Deposits COMMUNITY CENTER REFUND \$150.00

Invoice .08012023

Transaction Date	8/1/2023		CASH	10100	Total	\$150.00
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Claim Type

Claim# 19230 *GIRL SCOUTS OF MN & WISCONSIN*

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Cash Payment	G 101-22000 Deposits	COMMUNITY CENTER REFUND			\$150.00
	Invoice .08012023				
Transaction Date	8/1/2023	CASH	10100	Total	\$150.00
Claim Type					
Claim#	19276 GOPHER STATE ONE-CALL				
Cash Payment	E 602-49490-442 Gopher State	IT TICKETS			\$33.08
	Invoice 3070762				
Cash Payment	E 601-49440-442 Gopher State	IT TICKETS			\$33.07
	Invoice 3070762				
Transaction Date	8/2/2023	CASH	10100	Total	\$66.15
Claim Type					
Claim#	19176 GRANITE CITY JOBBING CO.				
Cash Payment	E 609-49751-206 Freight	FREIGHT			\$10.00
	Invoice 342619				
Cash Payment	E 609-49750-210 Operating Supplies	OPERATING SUPPLIES			\$394.17
	Invoice 342619				
Cash Payment	E 609-49751-254 Miscellaneous Merchandis MISC				\$221.41
	Invoice 342619				
Cash Payment	E 609-49751-256 Tobacco Products	TOBACCO			\$5,224.33
	Invoice 342619				
Transaction Date	7/25/2023	Due 7/25/2023 CASH	10100	Total	\$5,849.91
Claim Type					
Claim#	19175 GREAT LAKES COCA-COLA				
Cash Payment	E 609-49751-254 Miscellaneous Merchandis MISC				\$1,194.14
	Invoice 3636219390				
Transaction Date	7/25/2023	CASH	10100	Total	\$1,194.14
Claim Type					
Claim#	19205 GREEN LAMPS RECYCLING LLC				
Cash Payment	E 101-43210-439 Recycling Days	RECYCLING			\$304.25
	Invoice MN2125				
Transaction Date	7/27/2023	CASH	10100	Total	\$304.25
Claim Type					
Claim#	19229 GUARDIAN FLEET SAFETY				
Cash Payment	E 402-42110-554 Body Cameras	DURANGO - 121 - CAMERA MOUNT			\$285.00
	Invoice 230873				
Cash Payment	E 402-42110-554 Body Cameras	DURANGO - 221 - CAMERA MOUNT			\$285.00
	Invoice 230875				
Transaction Date	8/1/2023	CASH	10100	Total	\$570.00
Claim Type					
Claim#	19174 HAWKINS, INC.				
Cash Payment	E 601-49440-216 Chemicals	CHEMICALS			\$10.00
	Invoice 6525605				
Transaction Date	7/25/2023	CASH	10100	Total	\$10.00
Claim Type					
Claim#	19177 HOISINGTON KOEGLER GROUP, I				
Cash Payment	E 101-41910-311 Contract	GENERAL PLANNING			\$1,811.23
	Invoice 018-041-58				
Cash Payment	E 404-41400-589 City Hall/Fire Station	CIVIC CAMPUS			\$4,617.50
	Invoice 018-041-58				

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Cash Payment	G 803-22001	Turtle Ponds 6th-2022	TURTLE PONDS-BLUE WATERS		\$1,123.95
	Invoice	018-041-58			
Cash Payment	G 803-22198	St. Francis Dental Clinic	ST FRANCIS DENTAL CLINIC ADDITION		\$454.48
	Invoice	018-041-58			
Cash Payment	G 803-22004	Serenity at Seelye Brook	SERENITY AT SEELYE BROOK		\$250.00
	Invoice	018-041-58			
Cash Payment	E 101-45200-303	Engineering Fees	PARK- PUBLIC WORKS		\$102.50
	Invoice	018-041-58			
Transaction Date	7/25/2023	Due 7/25/2023	CASH	10100	Total \$8,359.66

Claim Type

Claim# 19236 INNOVATIVE OFFICE SOLUTIONS,

Cash Payment	E 101-42110-200	Office Supplies	OFFICE SUPPLIES		\$94.35
	Invoice	IN4273378			

Transaction Date	8/1/2023	CASH	10100	Total	\$94.35
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Claim Type

Claim# 19269 IUOE LOCAL #49

Cash Payment	G 101-21707	Union Dues	PUBLIC WORKS AUGUST DUES		\$306.00
	Invoice	.08012023			

Transaction Date	8/2/2023	CASH	10100	Total	\$306.00
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Claim Type

Claim# 19235 JOHNSON BROS WHLSE LIQUOR

Cash Payment	E 609-49751-206	Freight	FREIGHT		\$12.74
	Invoice	2349829			

Cash Payment	E 609-49751-206	Freight	FREIGHT		-\$3.64
	Invoice	257702			

Cash Payment	E 609-49751-206	Freight	FREIGHT		\$49.14
	Invoice	2345096			

Cash Payment	E 609-49751-206	Freight	FREIGHT		\$41.86
	Invoice	2345095			

Cash Payment	E 609-49751-206	Freight	FREIGHT		\$1.82
	Invoice	2349830			

Cash Payment	E 609-49751-251	Liquor	LIQUOR		\$916.00
	Invoice	2349829			

Cash Payment	E 609-49751-253	Wine	WINE		\$1,956.00
	Invoice	2345096			

Cash Payment	E 609-49751-253	Wine	WINE		\$64.00
	Invoice	2349830			

Cash Payment	E 609-49751-251	Liquor	LIQUOR		\$2,112.60
	Invoice	2345095			

Cash Payment	E 609-49751-253	Wine	WINE		-\$192.84
	Invoice	257702			

Transaction Date	8/1/2023	CASH	10100	Total	\$4,957.68
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Claim Type

Claim# 19233 JRS APPLIANCE

Cash Payment	E 101-43210-439	Recycling Days	APPLIANCE RECYCLING		\$285.00
	Invoice	110792			

Transaction Date	8/1/2023	CASH	10100	Total	\$285.00
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Claim Type

Claim# 19237 KIMS KLEANING

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Cash Payment	E 101-42210-402	Janitorial Service	FIRE DEPT CLEANING	\$265.50		
Invoice	9642					
Cash Payment	E 601-49440-402	Janitorial Service	WASTE WATER PLANT CLEANING	\$324.50		
Invoice	9641					
Cash Payment	E 101-42110-402	Janitorial Service	POLICE DEPT CLEANING	\$1,062.00		
Invoice	9640					
Cash Payment	E 601-49440-402	Janitorial Service	WATER TREATMENT PLANT	\$236.00		
Invoice	9639					
Cash Payment	E 101-41940-402	Janitorial Service	CITY HALL CLEANING	\$354.00		
Invoice	9636					
Cash Payment	E 101-42210-402	Janitorial Service	4020 BUILDING DEEP CLEANING	\$150.00		
Invoice	9583					
Cash Payment	E 101-45000-402	Janitorial Service	COMMUNITY CENTER CLEANING	\$118.00		
Invoice	9637					
Cash Payment	E 101-43100-402	Janitorial Service	CLEANING	\$265.50		
Invoice	9638					
Cash Payment	E 101-45200-402	Janitorial Service	CLEANING	\$265.50		
Invoice	9638					
Cash Payment	E 601-49440-402	Janitorial Service	CLEANING	\$265.50		
Invoice	9638					
Cash Payment	E 602-49490-402	Janitorial Service	CLEANING	\$265.50		
Invoice	9638					
Transaction Date	8/1/2023	Due 8/1/2023	CASH	10100	Total	\$3,572.00

Claim Type

Claim# 19251 KWIK TRIP

Cash Payment	G 101-22000	Deposits	COMMUNITY CENTER REFUND	\$150.00
Invoice	.08012023			

Transaction Date	8/1/2023	Due 8/1/2023	CASH	10100	Total	\$150.00
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Claim Type

Claim# 19249 LAW ENFORCEMENT LABOR SVC

Cash Payment	G 101-21707	Union Dues	SERGEANT DUES - AUGUST 2023	\$67.50
Invoice	.08012023			

Cash Payment	G 101-21707	Union Dues	OFFICER DUES - AUGUST 2023	\$607.50
Invoice	.08012023-1			

Transaction Date	8/1/2023		CASH	10100	Total	\$675.00
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Claim Type

Claim# 19186 LMC INSURANCE TRUST

Cash Payment	E 101-42110-360	Insurance	INSURANCE DEDUCTIBLE- CLAIM	\$212.04
Invoice	20983			

Transaction Date	7/25/2023		CASH	10100	Total	\$212.04
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Claim Type

Claim# 19248 MCDONALD DIST CO.

Cash Payment	E 609-49751-252	Beer	BEER	\$24.80
Invoice	07272023			

Cash Payment	E 609-49751-251	Liquor	LIQUOR	\$153.60
Invoice	700681			

Cash Payment	E 609-49751-252	Beer	BEER	\$15,217.50
Invoice	700682			

Cash Payment	E 609-49751-251	Liquor	LIQUOR	\$1,631.40
Invoice	699457			

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Cash Payment	E 609-49751-252 Beer	BEER				-\$168.50
	Invoice 699499					
Cash Payment	E 609-49751-252 Beer	BEER				\$6,405.20
	Invoice 699458					
Cash Payment	E 609-49751-252 Beer	BEER				-\$34.30
	Invoice 700688					
Cash Payment	E 609-49751-252 Beer	BEER				-\$62.61
	Invoice 700705					
Transaction Date	8/1/2023	CASH	10100	Total		\$23,167.09

Claim Type

Claim# 19182 MCDONOUGH, BRIAN & JANE

Cash Payment	G 803-22000 Deposits	DRIVEWAY ESCROW REFUND				\$250.00
	Invoice .07252023					

Transaction Date	7/25/2023	CASH	10100	Total		\$250.00
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Claim Type

Claim# 19257 METRO SALES, INC.

Cash Payment	E 101-42110-311 Contract	COPIES				\$480.10
	Invoice INV2324984					
Cash Payment	E 101-41400-200 Office Supplies	COPIES				\$39.81
	Invoice INV2323915					
Cash Payment	E 101-42400-200 Office Supplies	COPIES				\$39.81
	Invoice INV2323915					
Cash Payment	E 101-42110-200 Office Supplies	COPIES				\$39.81
	Invoice INV2323915					
Cash Payment	E 101-43100-200 Office Supplies	COPIES				\$39.81
	Invoice INV2323915					
Cash Payment	E 101-45200-200 Office Supplies	COPIES				\$39.81
	Invoice INV2323915					
Cash Payment	E 601-49440-200 Office Supplies	COPIES				\$39.81
	Invoice INV2323915					
Cash Payment	E 602-49490-200 Office Supplies	COPIES				\$39.81
	Invoice INV2323915					
Cash Payment	E 609-49750-200 Office Supplies	COPIES				\$39.83
	Invoice INV2323915					

Transaction Date	8/1/2023	CASH	10100	Total		\$798.60
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Claim Type

Claim# 19192 METRO WEST INSPECTIONS SER

Cash Payment	E 101-42400-311 Contract	FINALED PERMITS				\$4,112.79
	Invoice 3756					

Transaction Date	7/25/2023	CASH	10100	Total		\$4,112.79
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Claim Type

Claim# 19191 MIDWEST RESERVE

Cash Payment	E 609-49751-254 Miscellaneous Merchandis MISC					\$624.00
	Invoice 14847					

Transaction Date	7/25/2023	Due 7/25/2023	CASH	10100	Total	\$624.00
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Claim Type

Claim# 19190 MN NCPERS LIFE INSURANCE

Cash Payment	G 101-21713 MN Life	INSURANCE PREMIUM 8/1/23-8/31/23				\$128.00
	Invoice 733400082023					

Transaction Date	7/25/2023	CASH	10100	Total		\$128.00
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Claim Type

Claim#	19281	NORTH METRO TREE SERVICE IN			
Cash Payment	E 602-49490-401	Buildings Maintenance	TREE REMOVALS		\$1,125.00
Invoice	007-072423				
Cash Payment	E 101-45200-229	Project Maintenance	TREE SERVICES - DEGARDNER CIR		\$3,325.00
Invoice	008				
Transaction Date	8/3/2023	Due 8/3/2023	CASH	10100	Total \$4,450.00

Claim Type

Claim#	19256	NORTH OAKS PAVING			
Cash Payment	G 803-22000	Deposits	DRIVEWAY ESCROW RELEASE - 4010 DEGARDNER		\$250.00
Invoice	2023-00482				
Transaction Date	8/1/2023		CASH	10100	Total \$250.00

Claim Type

Claim#	19203	ON CALL STRIPING			
Cash Payment	E 609-49750-401	Buildings Maintenance	BOTTLE SHOP PARKING LOT STRIPING		\$550.00
Invoice	2075				
Cash Payment	E 101-45200-401	Buildings Maintenance	PARKING LOT STRIPING		\$216.67
Invoice	2072				
Cash Payment	E 101-43100-401	Buildings Maintenance	PARKING LOT STRIPING		\$216.67
Invoice	2072				
Cash Payment	E 101-42110-401	Buildings Maintenance	PARKING LOT STRIPING		\$216.67
Invoice	2072				
Cash Payment	E 101-42210-401	Buildings Maintenance	PARKING LOT STRIPING		\$216.67
Invoice	2072				
Cash Payment	E 601-49440-401	Buildings Maintenance	PARKING LOT STRIPING		\$216.66
Invoice	2072				
Cash Payment	E 602-49490-401	Buildings Maintenance	PARKING LOT STRIPING		\$216.66
Invoice	2072				
Transaction Date	7/27/2023		CASH	10100	Total \$1,850.00

Claim Type

Claim#	19255	PHILLIPS WINE & SPIRITS CO.			
Cash Payment	E 609-49751-206	Freight	FREIGHT		\$289.38
Invoice	6632162				
Cash Payment	E 609-49751-206	Freight	FREIGHT		\$112.84
Invoice	6628538				
Cash Payment	E 609-49751-206	Freight	FREIGHT		\$83.72
Invoice	6632163				
Cash Payment	E 609-49751-206	Freight	FREIGHT		\$40.04
Invoice	6628539				
Cash Payment	E 609-49751-206	Freight	FREIGHT		\$10.92
Invoice	6632164				
Cash Payment	E 609-49751-251	Liquor	LIQUOR		-\$20.76
Invoice	696736				
Cash Payment	E 609-49751-251	Liquor	LIQUOR		\$8,709.14
Invoice	6628538				
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC		\$75.60
Invoice	6632164				
Cash Payment	E 609-49751-253	Wine	WINE		\$1,152.30
Invoice	6628539				
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC		-\$5.64
Invoice	696736				

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Cash Payment	E 609-49751-253	Wine	WINE			\$1,543.30
	Invoice 6632163					
Cash Payment	E 609-49751-251	Liquor	LIQUOR			\$15,103.35
	Invoice 6632162					
Transaction Date	8/1/2023	CASH	10100	Total		\$27,094.19

Claim Type

Claim# 19252 POSTMASTER - ST. FRANCIS

Cash Payment	E 101-41400-322	Postage	USPS MARKETING MAIL PERMIT RENEWAL			\$310.00
	Invoice .09212023					

Transaction Date	8/1/2023	Due 8/1/2023	CASH	10100	Total	\$310.00
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Claim Type

Claim# 19202 RED BULL DISTRIBUTION CO INC.

Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC			\$245.76
	Invoice 2009131879					

Transaction Date	7/25/2023	CASH	10100	Total		\$245.76
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Claim Type

Claim# 19200 RMB ENVIRONMENTAL LAB

Cash Payment	E 602-49490-313	Sample Testing	WEEKS 2-4 COOLER 1			\$335.41
	Invoice B009632					

Cash Payment	E 602-49490-313	Sample Testing	ALL WEEKS COOLER 2			\$194.93
	Invoice B009694					

Cash Payment	E 602-49490-313	Sample Testing	ALL WEEKS COOLER 2			\$194.93
	Invoice B009841					

Cash Payment	E 602-49490-313	Sample Testing	WEEKS 2-4 COOLER 1			\$247.20
	Invoice B009757					

Cash Payment	E 602-49490-313	Sample Testing	DATA MANAGEMENT FEE			\$196.02
	Invoice B009978					

Cash Payment	E 602-49490-313	Sample Testing	WEEKS 2-4 COOLER 1			\$247.20
	Invoice B009881					

Transaction Date	7/25/2023	Due 7/25/2023	CASH	10100	Total	\$1,415.69
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Claim Type

Claim# 19209 RUM RIVER VENTURES LLC

Cash Payment	G 101-22000	Deposits	COMMUNITY CENTER DAMAGE DEPOSIT REFUND			\$150.00
	Invoice .07272023					

Transaction Date	7/27/2023	CASH	10100	Total		\$150.00
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Claim Type

Claim# 19258 SFCCVHOA - LORI DEMANN

Cash Payment	G 101-22000	Deposits	COMMUNITY CENTER REFUND			\$100.00
	Invoice .07252023					

Transaction Date	8/1/2023	Due 8/1/2023	CASH	10100	Total	\$100.00
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Claim Type

Claim# 19208 SFYHA

Cash Payment	G 101-22000	Deposits	COMMUNITY CENTER DAMAGE DEPOSIT REFUND			\$100.00
	Invoice .07272023					

Transaction Date	7/27/2023	CASH	10100	Total		\$100.00
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Claim Type

Claim# 19277 SORENSON, MARK

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Cash Payment	E 603-49490-418 Storm Water Management BEAVER TRAPPING - 238TH CULVERT				\$452.00
	Invoice TRAPPING23				
Transaction Date	8/3/2023	CASH	10100	Total	\$452.00
Claim Type					
Claim#	19264 SOUTHERN GLAZERS OF MN				
Cash Payment	E 609-49751-206 Freight	FREIGHT			\$42.88
	Invoice 2372476				
Cash Payment	E 609-49751-206 Freight	FREIGHT			\$1.28
	Invoice 2369848				
Cash Payment	E 609-49751-251 Liquor	LIQUOR			\$299.95
	Invoice 2369848				
Cash Payment	E 609-49751-251 Liquor	LIQUOR			\$3,055.03
	Invoice 2372476				
Transaction Date	8/1/2023	CASH	10100	Total	\$3,399.14
Claim Type					
Claim#	19263 SPUNKY SPELUNDERS 4-H				
Cash Payment	G 101-22000 Deposits	COMMUNITY CENTER REFUND			\$100.00
	Invoice .08012023				
Transaction Date	8/1/2023	Due 8/1/2023 CASH	10100	Total	\$100.00
Claim Type					
Claim#	19262 ST. FRANCIS AMBASSADOR PRO				
Cash Payment	G 101-22000 Deposits	COMMUNITY CENTER DAMAGE DEPOSIT REFUND			\$100.00
	Invoice .08012023				
Transaction Date	8/1/2023	CASH	10100	Total	\$100.00
Claim Type					
Claim#	19261 ST. FRANCIS LIONS CLUB				
Cash Payment	G 101-22000 Deposits	LIONESS COMMUNITY CENTER DAMAGE DEPOSIT REFUND			\$100.00
	Invoice .08012023				
Transaction Date	8/1/2023	CASH	10100	Total	\$100.00
Claim Type					
Claim#	19260 ST. FRANCIS TRUE VALUE HARD				
Cash Payment	E 101-42210-217 Other Operating Supplies	FIRE DEPT - SUPPLIES			\$19.99
	Invoice 50043				
Transaction Date	8/1/2023	CASH	10100	Total	\$19.99
Claim Type					
Claim#	19271 STAHL CONSTRUCTION				
Cash Payment	E 404-42210-401 Buildings Maintenance	4020 BUILDING - FIRE DEPT			\$4,075.00
	Invoice 4023-4				
Cash Payment	E 404-42210-401 Buildings Maintenance	4020 BUILDING - FIRE DEPT			\$4,867.88
	Invoice 4023-5				
Cash Payment	E 404-42210-401 Buildings Maintenance	4020 BUILDING - FIRE DEPT			\$4,834.43
	Invoice 4023-1				
Cash Payment	E 404-42210-401 Buildings Maintenance	4020 BUILDING - FIRE DEPT			\$3,640.59
	Invoice 4023-2				
Cash Payment	E 404-42210-401 Buildings Maintenance	4020 BUILDING - FIRE DEPT			\$3,440.00
	Invoice 4023-3				
Transaction Date	8/2/2023	CASH	10100	Total	\$20,857.90

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Claim TypeClaim# 19198 *STREICHER S*

Cash Payment E 208-42110-441 Miscellaneous FORFEITURE FUND - UNIFORMS \$214.00
 Invoice 1643345

Cash Payment E 101-42110-437 Uniforms UNIFORMS \$372.97
 Invoice 1644247

Transaction Date 7/25/2023 CASH 10100 **Total** \$586.97

Claim TypeClaim# 19196 *SUN MECHANICAL INC*

Cash Payment E 601-49440-233 Water Plant Maint WATER PLANT MAINTENANCE \$700.00
 Invoice 5972

Transaction Date 7/25/2023 CASH 10100 **Total** \$700.00

Claim TypeClaim# 19275 *TIMESAVER OFF SITE SEC. INC*

Cash Payment E 101-41400-311 Contract CITY COUNCIL MINUTES 07-17-2023 \$163.75
 Invoice M28434

Transaction Date 8/2/2023 CASH 10100 **Total** \$163.75

Claim TypeClaim# 19259 *TOPS*

Cash Payment G 101-22000 Deposits COMMUNITY CENTER REFUND \$100.00
 Invoice .08012023

Transaction Date 8/1/2023 CASH 10100 **Total** \$100.00

Claim TypeClaim# 19195 *TRUAX PATIENT SERVICES LLC*

Cash Payment E 101-42110-441 Miscellaneous NARCAN \$570.00
 Invoice 6155

Transaction Date 7/25/2023 CASH 10100 **Total** \$570.00

Claim TypeClaim# 19267 *TURTLE PONDS II*

Cash Payment G 101-22000 Deposits COMMUNITY CENTER REFUND \$150.00
 Invoice .08012023

Transaction Date 8/1/2023 CASH 10100 **Total** \$150.00

Claim TypeClaim# 19268 *VILLAS OF STONE HOUSE RIDGE*

Cash Payment G 101-22000 Deposits COMMUNITY CENTER REFUND \$150.00
 Invoice .08012023

Transaction Date 8/1/2023 CASH 10100 **Total** \$150.00

Claim TypeClaim# 19266 *WARNING LITES OF MINNESOTA*

Cash Payment E 405-43100-303 Engineering Fees STRIPING-APPROVED 4/3/23 \$6,125.53
 Invoice 1944

Transaction Date 8/1/2023 CASH 10100 **Total** \$6,125.53

Claim TypeClaim# 19265 *WIN-911 SOFTWARE*

Cash Payment E 601-49440-233 Water Plant Maint ANNUAL RENEWAL \$1,200.00
 Invoice 236732665

Cash Payment E 602-49490-401 Buildings Maintenance ANNUAL RENEWAL \$1,200.00
 Invoice 236732665

CITY OF ST FRANCIS

08/03/23 9:48 AM

Agenda Item # 4M.

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***Claim Register©**

AP 08-07-2023

July 2023

Transaction Date	8/1/2023	Due 8/1/2023	CASH	10100	Total	\$2,400.00
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Claim Type

Claim# 19194 ZIEGLER, INC.

Cash Payment E 101-43100-218 Equipment Maintenance EQUIPMENT MAINTENANCE \$2,208.67

Invoice SI000358329

Transaction Date	7/25/2023	Due 7/25/2023	CASH	10100	Total	\$2,208.67
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Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$235,681.82
Total	\$235,681.82



CITY COUNCIL AGENDA
REPORT

TO: Kate Thunstrom, City Administrator
FROM: Darcy Mulvihill, Finance
SUBJECT: Capital Improvement Bond Sale-Fire Station/City Hall
DATE: August 7, 2023

OVERVIEW:

Attached is a resolution to sell Capital Improvement Bonds for the Construction of the new Fire Station/City Hall. The attached resolution will be updated before the meeting once the bids have been received. Dan Tienter from Ehlers will present the results to council.

ACTION TO BE CONSIDERED:

Approve the resolution for the sale of the Capital Improvement Bonds as presented by Dan Tienter.

BUDGET IMPLICATION:

This has been budgeted for in the tax levy.

Attachments

- Resolution 2023-39 awarding the sale of General Obligation Capital Improvement Bonds, Series 2023A, in the original aggregate principal amount of \$13,000,000; fixing their form and specifications; directing their execution and delivery; and providing for their payment

August 7, 2023

SALE DAY REPORT FOR:

City of St. Francis, Minnesota

\$13,000,000 General Obligation Capital Improvement Bonds, Series 2023A



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, MN 55113

Nick Anhut,
Senior Municipal Advisor

Dan Tienter,
Municipal Advisor

Rebecca Kurtz,
Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

Competitive Sale Results

PURPOSE:	For the purpose of financing the construction of a joint City Hall and Fire Station facility, as described in the City’s five-year capital improvement plan approved on October 3, 2022.
RATING:	S&P Global Ratings "AA"
NUMBER OF BIDS:	6
LOW BIDDER:	RBC Capital Markets, LLC, New York, New York

COMPARISON FROM LOWEST TO HIGHEST BID: (TIC as bid)

LOW BID:*	4.1129%
HIGH BID:	4.3220%

Summary of Sale Results:	
Principal Amount*:	\$13,000,000
Underwriter’s Discount:	\$185,975
Reoffering Premium:	\$154,539
True Interest Cost:	4.1006%
Costs of Issuance:	\$84,396
Yield:	3.00%-4.27%
Total Net P&I	\$22,803,727

NOTES:	Bond Trust Services Corporation, Roseville, Minnesota will serve as Paying Agent on the Bonds. The Bonds maturing February 1, 2034, and thereafter are callable February 1, 2033, or any date thereafter.
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CLOSING DATE:	August 24, 2023
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CITY COUNCIL ACTION:	Adopt a resolution awarding the sale of \$13,000,000 General Obligation Capital Improvement Bonds, Series 2023A.
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SUPPLEMENTARY ATTACHMENTS

- Bid Tabulation
- Sources and Uses of Funds
- Updated Debt Service Schedules
- Rating Report
- Bond Resolution (Distributed in City Council Packets)

BID TABULATION

\$13,000,000 General Obligation Capital Improvement Bonds, Series 2023A

City of St. Francis, Minnesota

SALE: August 7, 2023

AWARD: RBC CAPITAL MARKETS, LLC

Rating: S&P Global Ratings "AA"

Tax Exempt - Non-Bank Qualified

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
RBC CAPITAL MARKETS, LLC New York, New York	2026	5.000%	3.200%	\$12,945,411.75	\$10,009,991.68	4.1129%
	2027	5.000%	3.100%			
	2028	5.000%	3.110%			
	2029	5.000%	3.050%			
	2030	5.000%	3.000%			
	2031	5.000%	3.000%			
	2032	5.000%	3.000%			
	2033	5.000%	3.000%			
	2034	5.000%	3.050%			
	2035	5.000%	3.100%			
	2036	3.250%	3.449%			
	2037	3.500%	3.690%			
	2038	3.625%	3.806%			
	2039	3.625%	3.841%			
	2040 ¹	4.000%	4.000%			
	2041 ¹	4.000%	4.000%			
	2042 ²	4.000%	4.050%			
	2043 ²	4.000%	4.050%			
	2044 ³	4.000%	4.106%			
	2045 ³	4.000%	4.106%			
	2046 ⁴	4.000%	4.151%			
	2047 ⁴	4.000%	4.151%			
	2048 ⁵	4.000%	4.193%			
	2049 ⁵	4.000%	4.193%			
	2050 ⁶	4.000%	4.248%			
	2051 ⁶	4.000%	4.248%			
	2052 ⁷	4.125%	4.270%			
	2053 ⁷	4.125%	4.270%			

* Subsequent to bid opening the individual maturity amounts were adjusted.

Adjusted Price - \$12,968,563.50 Adjusted Net Interest Cost - \$9,835,163.34 Adjusted TIC - 4.1006%

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	RATE

Agenda Item # 9A.

- ¹ \$925,000 Term Bond due 2041 with mandatory redemption in 2040.
- ² \$1,000,000 Term Bond due 2043 with mandatory redemption in 2042.
- ³ \$1,080,000 Term Bond due 2045 with mandatory redemption in 2044.
- ⁴ \$1,170,000 Term Bond due 2047 with mandatory redemption in 2046.
- ⁵ \$1,265,000 Term Bond due 2049 with mandatory redemption in 2048.
- ⁶ \$1,370,000 Term Bond due 2051 with mandatory redemption in 2050.
- ⁷ \$1,480,000 Term Bond due 2053 with mandatory redemption in 2052.

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	RATE
BAIRD Milwaukee, Wisconsin						4.1705%
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota						4.1832%
TD SECURITIES (USA) LLC New York, New York						4.2576%
FIDELITY CAPITAL MARKETS Boston, Massachusetts						4.2897%
PIPER SANDLER & CO. Minneapolis, Minnesota						4.3220%

City of St. Francis, Minnesota

\$13,000,000 General Obligation Capital Improvement Bonds, Series 2023A

Dated: August 24, 2023

30 Years

Sources & Uses

Dated 08/24/2023 | Delivered 08/24/2023

Sources Of Funds

Par Amount of Bonds	\$13,000,000.00
Reoffering Premium	154,538.50
Total Sources	\$13,154,538.50

Uses Of Funds

Total Underwriter's Discount (1.431%)	185,975.00
Costs of Issuance	84,396.00
Deposit to Project Fund	12,884,167.50
Total Uses	\$13,154,538.50

City of St. Francis, Minnesota

\$13,000,000 General Obligation Capital Improvement Bonds, Series 2023A

Dated: August 24, 2023

30 Years

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
02/01/2024	-	-	-	-
02/01/2025	-	-	781,432.94	781,432.94
02/01/2026	245,000.00	5.000%	544,131.26	789,131.26
02/01/2027	255,000.00	5.000%	531,881.26	786,881.26
02/01/2028	265,000.00	5.000%	519,131.26	784,131.26
02/01/2029	280,000.00	5.000%	505,881.26	785,881.26
02/01/2030	295,000.00	5.000%	491,881.26	786,881.26
02/01/2031	310,000.00	5.000%	477,131.26	787,131.26
02/01/2032	325,000.00	5.000%	461,631.26	786,631.26
02/01/2033	340,000.00	5.000%	445,381.26	785,381.26
02/01/2034	360,000.00	5.000%	428,381.26	788,381.26
02/01/2035	375,000.00	5.000%	410,381.26	785,381.26
02/01/2036	395,000.00	3.250%	391,631.26	786,631.26
02/01/2037	410,000.00	3.500%	378,793.76	788,793.76
02/01/2038	420,000.00	3.625%	364,443.76	784,443.76
02/01/2039	435,000.00	3.625%	349,218.76	784,218.76
02/01/2040	455,000.00	4.000%	333,450.00	788,450.00
02/01/2041	470,000.00	4.000%	315,250.00	785,250.00
02/01/2042	490,000.00	4.000%	296,450.00	786,450.00
02/01/2043	510,000.00	4.000%	276,850.00	786,850.00
02/01/2044	530,000.00	4.000%	256,450.00	786,450.00
02/01/2045	550,000.00	4.000%	235,250.00	785,250.00
02/01/2046	575,000.00	4.000%	213,250.00	788,250.00
02/01/2047	595,000.00	4.000%	190,250.00	785,250.00
02/01/2048	620,000.00	4.000%	166,450.00	786,450.00
02/01/2049	645,000.00	4.000%	141,650.00	786,650.00
02/01/2050	670,000.00	4.000%	115,850.00	785,850.00
02/01/2051	700,000.00	4.000%	89,050.00	789,050.00
02/01/2052	725,000.00	4.125%	61,050.00	786,050.00
02/01/2053	755,000.00	4.125%	31,143.76	786,143.76
Total	\$13,000,000.00	-	\$9,803,726.84	\$22,803,726.84

Yield Statistics

Bond Year Dollars	\$240,969.44
Average Life	18.536 Years
Average Coupon	4.0684523%
Net Interest Cost (NIC)	4.0814981%
True Interest Cost (TIC)	4.1006602%
Bond Yield for Arbitrage Purposes	3.9802987%
All Inclusive Cost (AIC)	4.1539955%

IRS Form 8038

Net Interest Cost	4.0377634%
Weighted Average Maturity	18.167 Years

City of St. Francis, Minnesota

\$13,000,000 General Obligation Capital Improvement Bonds, Series 2023A

Dated: August 24, 2023

30 Years

Tax Levy Calculation

Tax Levy Year	Tax Collect Year	Bond Pay Year	Principal	Coupon	Interest	Total P+I	Net New D/S	105% of Total	Net Levy
2022	2023	2024	-	-	-	-	-	-	-
2023	2024	2025	-	-	781,432.94	781,432.94	781,432.94	820,504.59	820,504.59
2024	2025	2026	245,000.00	5.000%	544,131.26	789,131.26	789,131.26	828,587.82	828,587.82
2025	2026	2027	255,000.00	5.000%	531,881.26	786,881.26	786,881.26	826,225.32	826,225.32
2026	2027	2028	265,000.00	5.000%	519,131.26	784,131.26	784,131.26	823,337.82	823,337.82
2027	2028	2029	280,000.00	5.000%	505,881.26	785,881.26	785,881.26	825,175.32	825,175.32
2028	2029	2030	295,000.00	5.000%	491,881.26	786,881.26	786,881.26	826,225.32	826,225.32
2029	2030	2031	310,000.00	5.000%	477,131.26	787,131.26	787,131.26	826,487.82	826,487.82
2030	2031	2032	325,000.00	5.000%	461,631.26	786,631.26	786,631.26	825,962.82	825,962.82
2031	2032	2033	340,000.00	5.000%	445,381.26	785,381.26	785,381.26	824,650.32	824,650.32
2032	2033	2034	360,000.00	5.000%	428,381.26	788,381.26	788,381.26	827,800.32	827,800.32
2033	2034	2035	375,000.00	5.000%	410,381.26	785,381.26	785,381.26	824,650.32	824,650.32
2034	2035	2036	395,000.00	3.250%	391,631.26	786,631.26	786,631.26	825,962.82	825,962.82
2035	2036	2037	410,000.00	3.500%	378,793.76	788,793.76	788,793.76	828,233.45	828,233.45
2036	2037	2038	420,000.00	3.625%	364,443.76	784,443.76	784,443.76	823,665.95	823,665.95
2037	2038	2039	435,000.00	3.625%	349,218.76	784,218.76	784,218.76	823,429.70	823,429.70
2038	2039	2040	455,000.00	4.000%	333,450.00	788,450.00	788,450.00	827,872.50	827,872.50
2039	2040	2041	470,000.00	4.000%	315,250.00	785,250.00	785,250.00	824,512.50	824,512.50
2040	2041	2042	490,000.00	4.000%	296,450.00	786,450.00	786,450.00	825,772.50	825,772.50
2041	2042	2043	510,000.00	4.000%	276,850.00	786,850.00	786,850.00	826,192.50	826,192.50
2042	2043	2044	530,000.00	4.000%	256,450.00	786,450.00	786,450.00	825,772.50	825,772.50
2043	2044	2045	550,000.00	4.000%	235,250.00	785,250.00	785,250.00	824,512.50	824,512.50
2044	2045	2046	575,000.00	4.000%	213,250.00	788,250.00	788,250.00	827,662.50	827,662.50
2045	2046	2047	595,000.00	4.000%	190,250.00	785,250.00	785,250.00	824,512.50	824,512.50
2046	2047	2048	620,000.00	4.000%	166,450.00	786,450.00	786,450.00	825,772.50	825,772.50
2047	2048	2049	645,000.00	4.000%	141,650.00	786,650.00	786,650.00	825,982.50	825,982.50
2048	2049	2050	670,000.00	4.000%	115,850.00	785,850.00	785,850.00	825,142.50	825,142.50
2049	2050	2051	700,000.00	4.000%	89,050.00	789,050.00	789,050.00	828,502.50	828,502.50
2050	2051	2052	725,000.00	4.125%	61,050.00	786,050.00	786,050.00	825,352.50	825,352.50
2051	2052	2053	755,000.00	4.125%	31,143.76	786,143.76	786,143.76	825,450.95	825,450.95
Total	-	-	\$13,000,000.00	-	\$9,803,726.84	\$22,803,726.84	\$22,803,726.84	\$23,943,913.18	\$23,943,913.18

RatingsDirect®

Summary:

St. Francis, Minnesota; General Obligation; Non-School State Programs

Primary Credit Analyst:

Helen Samuelson, Chicago + 1 (312) 233 7011; helen.samuelson@spglobal.com

Secondary Contact:

Melody W Vinje, Englewood + 1 (303) 721 4163; melody.vinje@spglobal.com

Table Of Contents

Credit Highlights

Outlook

Related Research

Summary:

St. Francis, Minnesota; General Obligation; Non-School State Programs

Credit Profile		
US\$13.0 mil GO cap imp bnds ser 2023A dtd 08/24/2023 due 02/01/2053		
Long Term Rating	AA/Stable	New
St. Francis GO		
Long Term Rating	AA/Stable	Affirmed

Credit Highlights

- S&P Global Ratings assigned its 'AA' long-term rating to the city of St. Francis, Minn.'s anticipated \$13.0 million series 2023A general obligation (GO) capital improvement bonds.
- At the same time, S&P Global Ratings affirmed its 'AA' rating on the city's existing GO debt.
- The outlook is stable.

Security

The GO bonds are secured by unlimited ad valorem property taxes. Proceeds from the bonds will fund a joint city hall and fire station project. Officials expect bond proceeds will cover the entire cost of the project but have funds in the building capital fund if needed. Currently, officials have no plans for additional debt. Some of the city's outstanding GO debt is paid from special assessments and net utility revenues, but we rate the bonds to the city's GO pledge.

Credit overview

St. Francis is a predominantly residential community north of the Twin Cities that is well-positioned for continued growth. In our view, the city's steadily growing valuations offset its comparatively weaker income and wealth metrics. With this issue, the city's overall debt burden has become large, and is a long-term credit consideration--particularly if it starts to pressure its budget flexibility. The city has \$38 million of debt outstanding, and \$20 million of its debt is secured by water and sewer utility revenues.

St. Francis maintains very strong reserves and liquidity in the general fund and has positive balances in its other major funds. With only one exception in fiscal 2021 when the city purchased land with funds on hand, the city has demonstrated essentially breakeven general fund results, which is on target with the budget. Officials adopted a breakeven budget for 2023 and revenues and expenditures are on track to achieve this result. Across the total governmental funds, operations have been stable with no material performance fluctuations after accounting for one-time grant proceed spending.

Roughly 70% of its general fund revenue is from property taxes, and for this reason, the city has a formal general fund policy of maintaining at least 40% of operating expenditures which helps it meet its cash-flow needs between tax receipts. While officials may cash fund some upcoming projects, they have no plans to materially reduce reserve levels

at this time. We adjusted reserves to include cash assets in the liquor fund, and note it annually transfers about \$60,000 to the general fund for miscellaneous expenses.

The rating further reflects our view of the city's:

- Stable local economy with steady growth likely in the near term;
- Very strong liquidity and general fund reserves, which we expect will remain at, or higher than, its 40% fund balance policy;
- Good financial management assessment indicative of strong management. Officials use robust budget assumptions when developing the budget. Management provides the board with monthly budget-to-actual and investment reports. The city just unveiled an updated long-term financial forecast and it annually updates its robust five-year capital improvement plan. In addition to the formal fund balance policy, the city also has formal investment and debt policies, which require adherence to state guidelines. Management has cyber-mitigation measures in place and has not had any issues with data breaches. The institutional framework score for Minnesota cities with a population greater than 2,500 is strong;
- Large debt profile but manageable annual debt service carrying charges, with limited future capital needs; and
- Lack of an other postemployment benefits (OPEB) plan and pension costs that are only a modest share of the city's total spending and, in our view, are unlikely to pressure its medium-term operational health.

Environmental, social, and governance

We view St. Francis' environmental, social, and governance (ESG) risks as neutral within our credit rating analysis.

Outlook

The stable outlook reflects our expectation that the city will maintain balanced financial operations during the two-year outlook horizon.

Downside scenario

We could lower the rating if the city's flexibility were to decline due to weakened performance, one-time expenditures, or from the pressure of increased debt service carrying charges.

Upside scenario

Assuming no deterioration in other credit factors, we could raise the rating if the city's economic measures improve, as exemplified by higher income and wealth levels, and if its debt profile were to improve.

Related Research

- Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022
- 2022 Update Of Institutional Framework For U.S. Local Governments

Ratings Detail (As Of July 12, 2023)

Ratings Detail (As Of July 12, 2023) (cont.)

St. Francis GO		
<i>Long Term Rating</i>	AA/Stable	Affirmed
St. Francis GO cap imp bnds ser 2017A due 02/01/2036		
<i>Long Term Rating</i>	AA/Stable	Affirmed
St. Francis GO wtr and swr rev bnds ser 2016A dtd 06/15/2016 due 02/01/2037		
<i>Long Term Rating</i>	AAA/Stable	Current
<i>Underlying Rating for Credit Program</i>	AA/Stable	Affirmed

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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

RESOLUTION NO. 2023-39

A RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION
CAPITAL IMPROVEMENT BONDS, SERIES 2023A, IN THE ORIGINAL
AGGREGATE PRINCIPAL AMOUNT OF \$13,000,000; FIXING THEIR FORM
AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY;
AND PROVIDING FOR THEIR PAYMENT

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

Section 1. Sale of Bonds.

1.01. Authorization. Pursuant to a resolution adopted by the City Council on June 20, 2023, the City authorized the sale of its General Obligation Capital Improvement Bonds, Series 2023A (the “Bonds”), to finance the construction of certain capital improvements described in the five-year capital improvement plan approved by the City Council on October 3, 2022, including but not limited to the City Hall and Fire Station project (the “Capital Improvements”), all in accordance with Minnesota Statutes, Chapter 475, as amended, including Section 475.521 (the “Act”).

1.02. Award to the Purchaser and Interest Rates. The proposal of RBC Capital Markets, LLC, New York, New York (the “Purchaser”), to purchase the Bonds is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$12,968,563.50 (par amount of \$13,000,000.00, plus original issue premium of \$367,714.50, less original issue discount of \$213,176.00, less an underwriter’s discount of \$185,975.00), plus accrued interest, if any, to date of delivery for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2026	5.000%	2037	3.500%
2027	5.000	2038	3.625
2028	5.000	2039	4.000
2029	5.000	2041*	4.000
2030	5.000	2043*	4.000
2031	5.000	2045*	4.000
2032	5.000	2047*	4.000
2033	5.000	2049*	4.000
2034	5.000	2051*	4.000
2035	5.000	2053*	4.125
2036	3.250		

* *Term Bond*

True interest cost: 4.1006602%

1.03. Purchase Contract. The sum of \$98,563.50, being the amount proposed by the Purchaser in excess of \$12,870,000.00, shall be credited to the Debt Service Fund hereinafter created or deposited in the Construction Fund hereinafter created, as determined by the Finance Director of the City in consultation with the City’s municipal advisor. The good faith deposit of the Purchaser shall be retained and deposited until the Bonds have been delivered and shall be deducted from the purchase price paid at settlement. The Mayor and City Administrator are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act, in the total principal amount of \$13,000,000, originally dated August 24, 2023, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2026	\$ 245,000	2037	\$ 410,000
2027	255,000	2038	420,000
2028	265,000	2039	435,000
2029	280,000	2041*	925,000
2030	295,000	2043*	1,000,000
2031	310,000	2045*	1,080,000
2032	325,000	2047*	1,170,000
2033	340,000	2049*	1,265,000
2034	360,000	2051*	1,370,000
2035	375,000	2053*	1,480,000
2036	395,000		

* Term Bond

1.05. Optional Redemption. The City may elect on February 1, 2033, and on any day thereafter to prepay Bonds due on or after February 1, 2034. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

1.06. Mandatory Redemption; Term Bonds. The Bonds maturing on February 1, 2041, February 1, 2043, February 1, 2045, February 1, 2047, February 1, 2049, February 1, 2051, and February 1, 2053 shall hereinafter be referred to collectively as the “Term Bonds.” The principal amount of the Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemptions of such Term Bonds in such order as the City shall determine. The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

<u>February 1, 2041 Term Bond</u>	<u>Principal Amount</u>
2040	\$455,000
2041*	470,000

* *Maturity*

<u>February 1, 2043 Term Bond</u>	<u>Principal Amount</u>
2042	\$490,000
2043*	510,000

* *Maturity*

<u>February 1, 2045 Term Bond</u>	<u>Principal Amount</u>
2044	\$530,000
2045*	550,000

* *Maturity*

<u>February 1, 2047 Term Bond</u>	<u>Principal Amount</u>
2046	\$575,000
2047*	595,000

* *Maturity*

<u>February 1, 2049 Term Bond</u>	<u>Principal Amount</u>
2048	\$620,000
2049*	645,000

* *Maturity*

<u>February 1, 2051 Term Bond</u>	<u>Principal Amount</u>
2050	\$670,000
2051*	700,000

* *Maturity*

<u>February 1, 2053 Term Bond</u>	<u>Principal Amount</u>
2052	\$725,000
2053*	755,000

* *Maturity*

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2024, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

2.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar” and the “Paying Agent”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner’s order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of the City Council, the Finance Director must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form set forth in EXHIBIT B.

3.02. Approving Legal Opinion. The City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds will be payable from the General Obligation Capital Improvement Bonds, Series 2023A Debt Service Fund (the “Debt Service Fund”) hereby created. The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. Ad valorem taxes hereinafter levied for the Capital Improvements (the “Taxes”) are hereby pledged to the Debt Service Fund. There is also appropriated to the Debt Service Fund amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

4.02. Construction Fund. The City hereby creates the General Obligation Capital Improvement Bonds, Series 2023A Construction Fund (the “Construction Fund”). Proceeds of the Bonds, less the appropriations made in Section 4.01 hereof, together with the Taxes and any other funds appropriated for the Capital Improvements collected during the construction of the Capital Improvements, will be deposited in the Construction Fund to be used solely to defray expenses of the Capital Improvements and the payment of principal of and interest on the Bonds prior to the completion and payment of all costs of the Capital Improvements. When the Capital Improvements are completed and the cost thereof paid, the Construction Fund is to be closed and any subsequent collections of Taxes for the Capital Improvements are to be deposited in the Debt Service Fund.

4.03. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.04. Pledge of Tax Levy. For the purpose of paying a portion of the principal of and interest on the Bonds, there is levied a direct annual irrevocable ad valorem tax upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes will be credited to the Debt Service Fund above provided and will be in the years and amounts as attached hereto as EXHIBIT C.

4.05. Certification to County Auditors as to Debt Service Fund Amount. It is hereby determined that the estimated collections of Taxes will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levy herein provided is irrevocable until all of the Bonds are paid, provided that at the time the City makes its annual tax levies the Finance Director may certify to the Manager of Property Records and Taxation of Anoka County, Minnesota and the County Auditor-Treasurer of Isanti County, Minnesota (together, the “County Auditors”) the amount available in the Debt Service Fund to pay principal and interest due during the

ensuing year, and the County Auditors will thereupon reduce the levy collectible during such year by the amount so certified.

4.06. Registration of Resolution. The City Administrator is authorized and directed to file a certified copy of this resolution with the County Auditors and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, will be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, the City Administrator, and the Finance Director are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Other Certificates. The Mayor, the City Administrator, and the Finance Director are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, the City Administrator, and the Finance Director shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Electronic Signatures. The electronic signature of the Mayor, the City Administrator, the Finance Director, and/or the City Clerk to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

5.05. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses in accordance with the closing memorandum to be prepared and distributed by Ehlers and Associates, Inc., the municipal advisor to the City, on the date of closing.

Section 6. Tax Covenant.

6.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its

power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

6.02. Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Not Qualified Tax-Exempt Obligations. The Bonds are not designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new

nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event, the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond will be made and given, respectively in the manner provided in DTC’s Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the Mayor and City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 9. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

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ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 7th DAY OF AUGUST, 2023.

APPROVED:

Joseph Muehlbauer, Mayor

ATTEST:

Jennifer Wida, City Clerk

The following Council Members voted in favor:

The following Council Members voted against or abstained:

EXHIBIT A
PROPOSALS



BID TABULATION

\$13,000,000 General Obligation Capital Improvement Bonds, Series 2023A

City of St. Francis, Minnesota

SALE: August 7, 2023

AWARD: RBC CAPITAL MARKETS, LLC

Rating: S&P Global Ratings "AA"

Tax Exempt - Non-Bank Qualified

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
RBC CAPITAL MARKETS, LLC				\$12,945,411.75	\$10,009,991.68	4.1129%
New York, New York	2026	5.000%	3.200%			
	2027	5.000%	3.100%			
	2028	5.000%	3.110%			
	2029	5.000%	3.050%			
	2030	5.000%	3.000%			
	2031	5.000%	3.000%			
	2032	5.000%	3.000%			
	2033	5.000%	3.000%			
	2034	5.000%	3.050%			
	2035	5.000%	3.100%			
	2036	3.250%	3.449%			
	2037	3.500%	3.690%			
	2038	3.625%	3.806%			
	2039	3.625%	3.841%			
	2040 ¹	4.000%	4.000%			
	2041 ¹	4.000%	4.000%			
	2042 ²	4.000%	4.050%			
	2043 ²	4.000%	4.050%			
	2044 ³	4.000%	4.106%			
	2045 ³	4.000%	4.106%			
	2046 ⁴	4.000%	4.151%			
	2047 ⁴	4.000%	4.151%			
	2048 ⁵	4.000%	4.193%			
	2049 ⁵	4.000%	4.193%			
	2050 ⁶	4.000%	4.248%			
	2051 ⁶	4.000%	4.248%			
	2052 ⁷	4.125%	4.270%			
	2053 ⁷	4.125%	4.270%			

* Subsequent to bid opening the individual maturity amounts were adjusted.
Adjusted Price - \$12,968,563.50 Adjusted Net Interest Cost - \$9,835,163.34 Adjusted TIC - 4.1006%

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
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¹ \$925,000 Term Bond due 2041 with mandatory redemption in 2040.
² \$1,000,000 Term Bond due 2043 with mandatory redemption in 2042.
³ \$1,080,000 Term Bond due 2045 with mandatory redemption in 2044.
⁴ \$1,170,000 Term Bond due 2047 with mandatory redemption in 2046.
⁵ \$1,265,000 Term Bond due 2049 with mandatory redemption in 2048.
⁶ \$1,370,000 Term Bond due 2051 with mandatory redemption in 2050.
⁷ \$1,480,000 Term Bond due 2053 with mandatory redemption in 2052.

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
BAIRD Milwaukee, Wisconsin						4.1705%
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota						4.1832%
TD SECURITIES (USA) LLC New York, New York						4.2576%
FIDELITY CAPITAL MARKETS Boston, Massachusetts						4.2897%
PIPER SANDLER & CO. Minneapolis, Minnesota						4.3220%

EXHIBIT B
FORM OF BOND

No. R-_____ UNITED STATES OF AMERICA \$_____
STATE OF MINNESOTA
COUNTIES OF ANOKA AND ISANTI
CITY OF ST. FRANCIS

GENERAL OBLIGATION CAPITAL IMPROVEMENT BOND
SERIES 2023A

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	August 24, 2023	

Registered Owner: Cede & Co.

The City of St. Francis, Minnesota, a duly organized and existing municipal corporation in Anoka and Isanti Counties, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$_____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing August 1, 2024, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Roseville, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2033, and on any day thereafter to prepay Bonds due on or after February 1, 2034. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

The Bonds maturing on February 1, 2041, February 1, 2043, February 1, 2045, February 1, 2047, February 1, 2049, February 1, 2051, and February 1, 2053 shall hereinafter be referred to collectively as the “Term Bonds.” The principal amount of the Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemptions of such Term Bonds in such order as the City shall determine. The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

<u>February 1, 2041 Term Bond</u>	<u>Principal Amount</u>
2040	\$455,000
2041*	470,000

* Maturity

<u>February 1, 2043 Term Bond</u>	<u>Principal Amount</u>
2042	\$490,000
2043*	510,000

* Maturity

<u>February 1, 2045 Term Bond</u>	<u>Principal Amount</u>
2044	\$530,000
2045*	550,000

* Maturity

<u>February 1, 2047 Term Bond</u>	<u>Principal Amount</u>
2046	\$575,000
2047*	595,000

* Maturity

<u>February 1, 2049 Term Bond</u>	<u>Principal Amount</u>
2048	\$620,000
2049*	645,000

* Maturity

<u>February 1, 2051 Term Bond</u>	<u>Principal Amount</u>
2050	\$670,000
2051*	700,000

* Maturity

<u>February 1, 2053 Term Bond</u>	<u>Principal Amount</u>
2052	\$725,000
2053*	755,000

* Maturity

This Bond is one of an issue in the aggregate principal amount of \$13,000,000 all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the City Council on August 7, 2023 (the “Resolution”), for the purpose of providing money to defray the expenses incurred and to be incurred in making certain capital improvements, pursuant to and in full conformity with the home rule charter of the City and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended, including Section 475.521. The principal hereof and interest hereon are payable from ad valorem taxes as set forth

in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in taxes pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

This Bond is not a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the home rule charter of the City and the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional, charter, or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of St. Francis, Anoka and Isanti Counties, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: August 24, 2023

CITY OF ST. FRANCIS, MINNESOTA

(Facsimile)
Mayor

(Facsimile)
City Administrator

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

BOND TRUST SERVICES CORPORATION

By _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common	UNIF GIFT MIN ACT _____ Custodian _____ (Cust) (Minor) under Uniform Gifts or Transfers to Minors Act, State of _____
TEN ENT -- as tenants by entireties	
JT TEN -- as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor’s signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program (“STAMP”), the Stock Exchange Medallion Program (“SEMP”), the New York Stock Exchange, Inc. Medallion Signatures Program (“MSP”) or other such “signature guarantee program” as

may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Officer of Registrar</u>
_____	Cede & Co. Federal ID #13-2555119	_____

EXHIBIT C
TAX LEVY SCHEDULE

Tax Levy Calculation

Tax Levy Year	Tax Collect Year	Bond Pay Year	Principal	Coupon	Interest	Total P+I	Net New D/S	105% of Total	Net Levy
2022	2023	2024	-	-	-	-	-	-	-
2023	2024	2025	-	-	781,432.94	781,432.94	781,432.94	820,504.59	820,504.59
2024	2025	2026	245,000.00	5.000%	544,131.26	789,131.26	789,131.26	828,587.82	828,587.82
2025	2026	2027	255,000.00	5.000%	531,881.26	786,881.26	786,881.26	826,225.32	826,225.32
2026	2027	2028	265,000.00	5.000%	519,131.26	784,131.26	784,131.26	823,337.82	823,337.82
2027	2028	2029	280,000.00	5.000%	505,881.26	785,881.26	785,881.26	825,175.32	825,175.32
2028	2029	2030	295,000.00	5.000%	491,881.26	786,881.26	786,881.26	826,225.32	826,225.32
2029	2030	2031	310,000.00	5.000%	477,131.26	787,131.26	787,131.26	826,487.82	826,487.82
2030	2031	2032	325,000.00	5.000%	461,631.26	786,631.26	786,631.26	825,962.82	825,962.82
2031	2032	2033	340,000.00	5.000%	445,381.26	785,381.26	785,381.26	824,650.32	824,650.32
2032	2033	2034	360,000.00	5.000%	428,381.26	788,381.26	788,381.26	827,800.32	827,800.32
2033	2034	2035	375,000.00	5.000%	410,381.26	785,381.26	785,381.26	824,650.32	824,650.32
2034	2035	2036	395,000.00	3.250%	391,631.26	786,631.26	786,631.26	825,962.82	825,962.82
2035	2036	2037	410,000.00	3.500%	378,793.76	788,793.76	788,793.76	828,233.45	828,233.45
2036	2037	2038	420,000.00	3.625%	364,443.76	784,443.76	784,443.76	823,665.95	823,665.95
2037	2038	2039	435,000.00	3.625%	349,218.76	784,218.76	784,218.76	823,429.70	823,429.70
2038	2039	2040	455,000.00	4.000%	333,450.00	788,450.00	788,450.00	827,872.50	827,872.50
2039	2040	2041	470,000.00	4.000%	315,250.00	785,250.00	785,250.00	824,512.50	824,512.50
2040	2041	2042	490,000.00	4.000%	296,450.00	786,450.00	786,450.00	825,772.50	825,772.50
2041	2042	2043	510,000.00	4.000%	276,850.00	786,850.00	786,850.00	826,192.50	826,192.50
2042	2043	2044	530,000.00	4.000%	256,450.00	786,450.00	786,450.00	825,772.50	825,772.50
2043	2044	2045	550,000.00	4.000%	235,250.00	785,250.00	785,250.00	824,512.50	824,512.50
2044	2045	2046	575,000.00	4.000%	213,250.00	788,250.00	788,250.00	827,662.50	827,662.50
2045	2046	2047	595,000.00	4.000%	190,250.00	785,250.00	785,250.00	824,512.50	824,512.50
2046	2047	2048	620,000.00	4.000%	166,450.00	786,450.00	786,450.00	825,772.50	825,772.50
2047	2048	2049	645,000.00	4.000%	141,650.00	786,650.00	786,650.00	825,982.50	825,982.50
2048	2049	2050	670,000.00	4.000%	115,850.00	785,850.00	785,850.00	825,142.50	825,142.50
2049	2050	2051	700,000.00	4.000%	89,050.00	789,050.00	789,050.00	828,502.50	828,502.50
2050	2051	2052	725,000.00	4.125%	61,050.00	786,050.00	786,050.00	825,352.50	825,352.50
2051	2052	2053	755,000.00	4.125%	31,143.76	786,143.76	786,143.76	825,450.95	825,450.95
Total	-	-	\$13,000,000.00	-	\$9,803,726.84	\$22,803,726.84	\$22,803,726.84	\$23,943,913.18	\$23,943,913.18

STATE OF MINNESOTA)
)
COUNTIES OF ANOKA) SS.
AND ISANTI)
)
CITY OF ST. FRANCIS)

I, being the duly qualified and acting City Clerk of the City of St. Francis, Anoka and Isanti Counties, Minnesota (the “City”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on August 7, 2023 with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City’s General Obligation Capital Improvement Bonds, Series 2023A, in the original aggregate principal amount of \$13,000,000.

WITNESS My hand officially as such City Clerk and the corporate seal of the City this _____ day of August, 2023.

(SEAL)

City Clerk
City of St. Francis, Minnesota



CITY COUNCIL AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: City Hall / Fire Station Facility
DATE: August 7, 2023

OVERVIEW:

St. Francis history shows that past Councils have been working on a City Hall project for decades as the Fire Station continues to fall into unfit situations. In 2018 Council requested a space needs study which identified the benefits of combining the city hall and fire department functions into one structure. This will create an efficiency in services as well as reduce maintenance and upkeep of city business in two locations.

After the completion of the space needs study, we worked through a process called a pre-architectural study to determine if the existing Fire Station site would be able to hold a building, bays and the parking required to meet the needs of combined uses. This process also created the first look at the expected cost of a new facility.

In October, Council held the public hearing for a Bond not to exceed \$13 million dollars. On December 14th facilities were open to the general public, as every household had been mailed a notice of the opportunity, to visit and ask questions. Staff has also met with the senior group, and several individuals at night to unite which have shown many residents are in favor of the project.

From there we moved full forward with the architect to complete the design of the building and select Stahl, as Construction Manager at Risk (CMR), to bid the project. Stahl bid out the full project, receiving a positive number of bids in each area meeting our contract requirements.

A few initial changes made by the Building Committee, Architect and CMR includes:

- Removed an exterior canopy saving \$34,000
- City to obtain builders risk insurance through LMC, roughly \$12,000 savings
- Reviewing generator fuel types, price to stay same or reduce
- Moved the demolition into the overall bid. This will save on management needs and create an efficiency with the project. This was passed as separate item.
- Contingency reduced down to 1%. Due to the well-designed plans and project process.
- Stahl and Brunton are working with garage door and electrical subs to review alternate product suggestions on possible savings.
- Council to review partition wall in Council Chambers, price to stay the same or reduce (W.S. Aug, 14th)

The GMP Estimate shows a total of **\$11,841.577** This cost can be broken down to show construction verses the soft costs as follows:

CMR Costs, Pre-construction (process we just completed)	\$27,500
CMR Costs for Construction	\$914,120
Permits / Insurance	\$200,000
Demolition	\$66,777
Contingency	\$120,418
Construction	\$10,546,482

With this approval,

- a ceremony will be held on **Wednesday, August 9th at 2:00 pm** for the ground breaking of the new building. City Hall will close from 1:45 to 3:00 pm so staff are part of the celebration.
- Fire will move the final tools and equipment from the station over to Public Works Tuesday, August 8th.
- On August 14th, power will be cut to the existing fire station and it will move towards demolition.

The following steps must be taken very swiftly so we stay on schedule and do not add costs for winter or weather-related delays.

ACTION TO BE CONSIDERED:

Council to approve Resolution 2023-40 Awarding and Authorizing Assignment of Construction Contracts for the St. Francis City Hall and Fire Station Project

Attachments:

- Resolution 2023-40 Awarding and Authorizing Assignment of Construction Contracts for the St. Francis City Hall and Fire Station Project
- AIA Document A133-2019 Exhibit A Guaranteed Maximum Price Amendment
- Stahl GMP Estimate

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

RESOLUTION NO. 2023-40

**AWARDING AND AUTHORIZING ASSIGNMENT OF CONSTRUCTION CONTRACTS
FOR THE ST. FRANCIS CITY HALL AND FIRE STATION PROJECT**

WHEREAS, the City of St. Francis (the " City") has worked with Brunton Architects and Stahl Construction Company (" Stahl") on design plans and specifications for demolition of the existing St. Francis Fire Station and the construction of a new facility that includes a City Hall and Fire Station (the "Project"); and

WHEREAS, the City hired Stahl as its construction manager for the Project and approved a AIA A133 (2019) Standard Form of Agreement between the Owner (City of St. Francis) and Construction Manager as Constructor dated April 2023 (the "construction manager at risk contract"); and

WHEREAS, pursuant to an advertisement for bids for the Project, bids were received for ____ bid categories, opened, and tabulated according to law; and

WHEREAS, price quotations were also obtained for quote categories, according to law; and

WHEREAS, at this time, Stahl is recommending the award and assignment of prime contracts, as related to the bid categories and the quote categories contained in the attached A133-2019 Guaranteed Price Amendment, Exhibit A, in each respective category; and

WHEREAS, the City Council seeks now to award the contracts for each of the base bid packages for the project, and assigned the right to enter into such contracts to the construction manager, consistent with the requirements of the construction manager at risk contract.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Francis:

1. The recitals set forth in the preamble to this Resolution and the exhibits attached to this Resolution are incorporated into this Resolution as fully set forth herein.
2. The A133-2019 Guaranteed Price Amendment Exhibit A with Stahl Construction Company attached hereto is approved.

3. Each contract award recipient as recommended by Stahl, as contained in A133-2019 Guaranteed Price Amendment Exhibit A, Attachment 2, is awarded. The Mayor and City Clerk, or their designees are directed to execute construction agreements with the contract award recipients, with City Attorney approval as to form.

3. Upon the execution of the construction agreements with the award recipients in Attachment 2, once all associated bonds and insurance certificates are secured for each, the City of St. Francis approves the assignment of contracts as stated to Stahl Construction Company, its Construction Manager at Risk, and, authorizes the Mayor and the City Clerk, or their designees are thereafter authorized to effectuate said award/assignment documents as appropriate, with City Attorney to approval as to form.

Adopted by the City Council of the City of St. Francis on August 7th, 2023.

Approved:

Mayor

Attested:

Jennifer Wida

City Clerk



GMP Estimate

Project: **City Hall and Fire Station**
 Owner: City of St. Francis
 Architect: Brunton Architects & Engineers
 Date: August 7, 2023

Description	Quantity	Unit	Unit Cost	Totals
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CM Costs

Pre-construction work	1	ls	27,500.00
Full-time jobsite superintendent	16	mos	22,000.00
Project manager	16	mos	11,000.00
Assistant project manager	16	mos	8,800.00
Accountant	16	mos	1,040.00
Reimbursables / miscellaneous general condition	16	mos	6,500.00
CM fee	1	ls	125,000.00

\$ 941,940

General Conditions

Clean-up / General Labor

Continuous clean / rubbish / general labor	1,232	hrs	115.00
Dumpsters	42	ea	425.00
Street sweeping	14	mos	500.00
Final clean	33,000	sf	0.35

\$ 178,080

Temporary Facilities

Temporary jobsite office	14	mos	1,000.00
Temporary electric	14	mos	2,500.00
Temporary toilets	14	mos	500.00
Temporary heat / winter conditions	35,300	sf	1.50
Temporary construction fence / gates	1,500	lf	11.00
Temporary enclosures	35,300	sf	1.00
Temporary roads / staging areas	1,500	sy	12.00
Perimeter fall protection	530	lf	15.00

\$ 186,700

Miscellaneous Conditions

Building survey / layout	1	ls	35,000.00
Safety / security	14	mos	1,000.00
Tools / equipment rental	1	ls	15,000.00
Snow removal	1	ls	15,000.00

\$ 79,000

Permits / Insurance

Allowance for building permit	1	ls	110,000.00
Liability insurance	1	ls	90,000.00
Builder's-risk insurance (by Owner)	1	ls	0.00

\$ 200,000

Apparent Low Bidder

Existing Conditions

Building demo / related work	1	ls	66,777.00
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\$ 66,777

DW Co.

Site Work

Earthwork / site demolition / utilities	1	ls	305,000.00
Asphalt paving	1	ls	115,000.00
Add for patching existing street	1	ls	8,000.00
Site concrete	1	ls	384,700.00
Site furnishings (excluded)	1	ls	0.00
Landscaping	1	ls	108,000.00
Irrigation	1	ls	16,000.00

\$ 936,700

DW Co.
 Northwest Bituminous
 Northwest Bituminous
 Stapf Concrete Construction
 By Owner
 ACJ Construction
 St. Cloud Irrigation



GMP Estimate

Project: **City Hall and Fire Station**
 Owner: City of St. Francis
 Architect: Brunton Architects & Engineers
 Date: August 7, 2023

Description	Quantity	Unit	Unit Cost	Totals
Concrete				\$ 2,917,000
Cast-in-place concrete	1	ls	625,000.00	625,000
Precast concrete	1	ls	2,292,000.00	2,292,000
Metals				\$ 265,657
Furnish metals	1	ls	200,657.00	200,657
Add for installation	1	ls	65,000.00	65,000
Carpentry				\$ 514,485
Rough carpentry // install specialties // install doo	1	ls	179,000.00	179,000
Furnish casework / cabinets	1	ls	101,940.00	101,940
Add for installation	1	ls	68,200.00	68,200
Solid surface	1	ls	108,600.00	108,600
Stainless-steel countertop	1	ls	1,745.00	1,745
Custom aluminum flashing ilo Fypon	1	ls	55,000.00	55,000
Thermal / Moisture				\$ 484,980
Entrance canopy	1	ls	36,980.00	36,980
Roofing / sheet metal	1	ls	423,000.00	423,000
Joint sealants	1	ls	25,000.00	25,000
Doors / Windows				\$ 711,500
Furnish doors / frames / hardware	1	ls	194,500.00	194,500
Sectional OH doors w/ operators	1	ls	225,000.00	225,000
Glass / glazing	1	ls	292,000.00	292,000
Finishes				\$ 883,800
Drywall	1	ls	517,000.00	517,000
Acoustical	1	ls	67,000.00	67,000
Tiling	1	ls	69,000.00	69,000
Carpet / resilient	1	ls	97,800.00	97,800
Special floor coatings	1	ls	27,000.00	27,000
Painting / wall covering	1	ls	106,000.00	106,000
Specialties				\$ 185,240
Furnish toilet accessories	1	ls	6,300.00	6,300
Furnish wall / door protection	1	ls	4,150.00	4,150
Furnish fire protection specialties	1	ls	2,700.00	2,700
Furnish flagpoles	1	ls	22,000.00	22,000
Signage	1	ls	75,700.00	75,700
Folding partition	1	ls	23,500.00	23,500
Metal lockers	1	ls	15,600.00	15,600
Turnout gear lockers	1	ls	35,290.00	35,290
Equipment				\$ 18,000
Steam baths	1	ls	8,000.00	8,000
Electronic chain hoist	1	ls	10,000.00	10,000

Northland
Taracon

Ben's Structural
Topline Steel

Tekton
Distinctive Cabinet Design
Keystone
Innovative Surfaces
MoCorp
MoCorp

N/A (reomoved canopy/soffit by Northern)
Northern Exposure
TBD (2 Considering)

Contract Hardware
Door Co. of Duluth
East Side Glass Co.

RTL Construction
Minnesota Acoustics
Superset Tile
Multiple Concepts Ineriors (MCI)
Contrete Treatments (Verifying Product)
Wasche

Construction Supply
Construction Supply
Construction Supply
Construction Supply
TBD (2 Considering)
Skold (Alternate Considering)
Construction Supply
Geagrid

Purchase Order Direct
Aero



GMP Estimate

Project: City Hall and Fire Station
Owner: City of St. Francis
Architect: Brunton Architects & Engineers
Date: August 7, 2023

Description	Quantity	Unit	Unit Cost	Totals
Furnishings				\$ 37,000
Window treatments	1	ls	37,000.00	37,000
Furnish appliances (excluded)	1	ls	0.00	0
Conveying Devices				\$ 95,000
Elevator	1	ea	95,000.00	95,000
Fire Protection				\$ 133,300
Automatic sprinkler system	1	ea	133,300.00	133,300
Mechanical				\$ 1,790,000
Plumbing	1	ls	962,000.00	962,000
HVAC	1	ls	828,000.00	828,000
Electrical				\$ 1,130,000
Electrical / low voltage	1	ls	1,130,000.00	1,130,000
Subtotal				\$ 11,755,159
Contingency @ 1%				\$ 120,418
Bond (not required)				\$ 0
Subtotal				\$ 11,875,577
Alternate #3: Delete metal canopy at Radio #151				\$ (34,000)
GMP				\$ 11,841,577

TBD (2 Considering)

Otis

Breath Zen Zen

Falcon Mechanical
Sentra Sota Sheet Metal

AJ Moore

DRAFT AIA® Document A133® – 2019

Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the «7th» day of «August» in the year «2023», is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the « » day of «April» in the year «2023» (the “Agreement”)
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

«St Francis City Hall & Fire Station»
«3740 Bridge Street NW»
«St. Francis, MN 55070»

THE OWNER:
(Name, legal status, and address)

«City of St. Francis »
«23340 Cree Street NW»
«St. Francis, MN 55070»

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

«Stahl Construction Company»
«861 E. Hennepin Avenue, #200»
«Minneapolis, MN 55414»

TABLE OF ARTICLES

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ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed «Eleven Million Eight Hundred Forty-one Thousand Five Hundred Seventy-seven & 00/100 Dollars» (\$ «11,841,577.00»), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

«N/A»

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
None	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
See Attachment #2		

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of execution of this Amendment.

[«XX»] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

«The Date of Substantial Completion shall be the date on which all the following conditions have been satisfied:

- a. Construction Manager has received authorization form the Owner to proceed with the Work.
- b. Construction Manager has received a full building permit for the Work.
- c. Contract Agreement, including all its exhibits, has been fully executed by the parties.»

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[«XX»] Not later than «Four Hundred Twenty» («420») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Attachment #1			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

«See Attachment #1»

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

«See Attachment #1»

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
See Attachment #2	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

«See Attachment #2»

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

«See Attachment #1»

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

«None»

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

«Cathy Schmidt, President and CEO»

(Printed name and title)



CITY COUNCIL AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Builders Risk Insurance
DATE: August 7, 2023

OVERVIEW:

Builders Risk Insurance is an insurance policy that is unique to a project and covers the buildings during construction. Insurance is used to insure damages or losses such as fire, storms, vandalism, contamination, explosions and collision.

Stahl provided a price for the insurance and the City is able to obtain the insurance directly from the League of MN Cities (LMC) for less than half of their cost.

Staff requested a cost from LMC and insurance was quoted at \$12,541.00

ACTION TO BE CONSIDERED:

Council to approve the City obtaining Builders Risk Insurance through the League of MN Cities.

Attachments:

- Proposal from Assured Partners (Insurance Broker)

AssuredPartners of Minnesota,
L.L.C.
2685 LONG LAKE RD
ROSEVILLE, MN 55113
651-644-7200

Builders Risk Insurance Proposal

CITY OF ST. FRANCIS
23340 CREE ST
SAINT FRANCIS, MN 55070

Proposed Policy Period
08/08/2023 - 03/15/2025



Everything Insurance Should Be®

PREMIUM SUMMARY

The Cincinnati Insurance Company

Named Insured: CITY OF ST. FRANCIS

Address: 23340 CREE ST
SAINT FRANCIS, MN 55070

Agency: AssuredPartners of Minnesota, L.L.C.

Proposed Policy Period: 08/08/2023 - 03/15/2025

Coverage	Premium
Inland Marine	\$12,448
Terrorism	\$93
Total Term Premium	\$12,541.00

Our proposals show term premiums. Your premium will be billed based on your policy term.
Please see your policy or contact your agent for more information about your total premium.

Quote is subject to the following minimum security requirements:

Refer to BR Risk Management Tech Bulletin 149

1) Standard OSHA Construction Site Security - see page 1

A) Fire Extinguishers every 3,000 SF

B) Hot Work Program with 60 minute Fire watch (if applicable)

2) Additional construction site security - see page 2

A) Site perimeter fencing with locked access gates

Ask your agent about various billing and payment options.

This is not a policy. For a complete statement of coverages and exclusions, please see the policy contract. This quote is based on information supplied by you. It is subject to any pending rules and rate filings and normal underwriting considerations, including acceptable loss experiences, favorable inspections and acceptable motor vehicle reports. Pricing offered in this quote is based on the total coverage offered. Please review the quote carefully for coverages, premiums, and policy terms and conditions.

Cincinnati reserves the right to quote the business if you request changes to this quote, if information used to develop the quote changes, or if you accept only portions of the total coverage offered. Acceptability of the risk presented by you and use of scheduled credits or debits is subject to approval by Cincinnati.

The information in this quote is proprietary to The Cincinnati Insurance Company, its subsidiaries and affiliates. "The Cincinnati Insurance Companies", "Cincinnati Insurance" and "Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries – The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. © 2022 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141. For additional information on our privacy policies, including state specific information, please visit <https://www.cinfin.com/privacy-policy>.



LEADING WITH STRENGTH AND SERVICE

Our Ability to Pay Claims



Everything Insurance Should Be®

Ratings

The Cincinnati Insurance Companies serve businesses, families and individuals. Our policies are backed by our strong surplus, assuring that resources will be there to pay policyholder claims. Each company in Cincinnati's standard market property casualty insurance group earns high insurer financial strength ratings:

A.M. Best Co. – A+ (Superior)

This independent provider of insurer ratings since 1899 awards its A+ (Superior) financial strength rating to Cincinnati's property casualty group. Only the top approximately 12% of property casualty insurer groups receive A.M. Best's A+ or A++ ratings in the Superior category. Best cites the group's superior risk-adjusted capitalization, conservative loss reserving and operating fundamentals, along with favorable balance sheet liquidity, growing use of predictive modeling and successful distribution within our targeted regional markets.

Fitch Ratings – A+ (Strong)

Fitch Ratings cites Cincinnati's conservative capitalization, well-managed reserves and strong agency distribution system in awarding its A+ insurer financial strength rating.

Moody's Investors Service – A1 (Good Financial Security)

Moody's A1 rating of the standard market property casualty group is supported by Cincinnati's entrenched regional franchise, good risk-adjusted capital position, consistent reserve strength, strong financial flexibility and substantial holding company liquidity.

S&P Global Ratings – A+ (Strong)

S&P cites multiple factors supporting Cincinnati's A+ (Strong) rating, including the group's very strong capitalization and strong competitive position, which is supported by a very loyal and productive independent agency force and low-cost infrastructure.

Service

Cincinnati markets insurance exclusively through a select group of local independent agents who deliver exceptional products and services. This means you can rely on someone who knows your community, its businesses and people, and who works hard to earn your loyalty and continued business over the long term. Together with local Cincinnati claims representatives, they have built Cincinnati's reputation as one of the top insurers, confirmed time after time in independent surveys of agents and consumers.

Cincinnati's business is helping people recover financially after losses, working to preserve their dignity in the process. Cincinnati excels as a company by responding to claims person to person, and building financial strength to meet future obligations. Cincinnati's ability to pay claims is fully supported by a consistent reserving approach and a highly rated, diversified bond portfolio that significantly exceeds our liability for estimated future claims.

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.



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POLICY NAMED INSURED SCHEDULE

NAME

POLICY LOCATION SCHEDULE

LOC#	BLDG#	Address	City	State	ZIP
1	1	3750 BRIDGE ST NW	SAINT FRANCIS	MN	55070

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Cincinnati reserves the right to requote the business if you request changes to this quote, if information used to develop the quote changes, or if you accept only portions of the total coverage offered. Acceptability of the risk presented by you and use of scheduled credits or debits is subject to approval by Cincinnati.

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INLAND MARINE

Virtually every business needs inland marine insurance for items not confined to one location, such as computers, mobile equipment and products in transit.

Cincinnati Insurance provides an array of competitive coverage forms tailored for your unique insurance needs, including:

- Contractors' equipment
- Builders' risk
- Transportation coverage
- Electronic data processing equipment
- Installation floaters

We work closely with your independent agent to provide the insurance protection that you need.

ALL LOCATIONS	LIMIT	PREMIUM
Builders Risk - Extended Coverage Plus		
First Location		Included
Additional Locations		Included
LOCATION 1 - 3750 BRIDGE ST NW, SAINT FRANCIS, MN 55070		
BUILDING 1		
Builders Risk-Non Reporting	\$11,836,577	\$11,363.00
Theft Deductible: 10,000		
Coinsurance: 100%		
Deductible: 10,000		
Type: Commercial		
Wind and Hail Exclusion: No		
Permission to Occupy Greater than 60 Days: No		
Rehabilitation and Renovation: No		
Contingent: No		
Escalation Clause: No		
Soft Cost	\$1,230,380	\$1,085.00
Number of Days: 7		
Maximum Period of Delay: 365		
Water Damage Deductible: \$50,000		Included
TOTAL INLAND MARINE PREMIUM		\$12,448.00

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BUILDERS' RISK EXTENDED COVERAGE PLUS ENDORSEMENT

Builders' Risk Inland Marine Coverage Form, MA112, with
Builders' Risk Inland Marine Extended Coverage Endorsement and Supplemental Schedule, MA258

Coverage for nonreporting projects involving new ground-up construction only and single building or structure of superior construction¹ with completed value limits higher than \$10 million. This summarizes the coverages provided by the listed insurance forms, depending on the coverage option purchased or quoted and the forms approved in each state. Any higher limits that appear in your sales proposal replace the standard limits listed. For complete details of the terms, conditions, limitations and exclusions, please see your policy.

BUILDERS' RISK WITHOUT AND WITH EXTENDED PLUS ENDORSEMENT		
Coverage feature	MA112	MA112 with MA258
Claims preparation expense	\$10,000	\$50,000
Construction contract penalty	\$10,000	\$100,000
Debris removal – additional amount	\$25,000	\$500,000
Emergency removal expenses	\$10,000	\$100,000
Emergency removal number of days	30 days	60 days
Escalation of limit	Not included	Up to 5% of limit, maximum \$500,000
Expediting expenses	\$25,000	\$250,000
Fire department service charges	\$10,000	\$100,000
Fire protection equipment recharge	\$10,000	\$50,000
Fraud and deceit	\$50,000	\$100,000
Fungi, wet rot, dry rot and bacteria	\$15,000, 12-month period	\$50,000, 12-month period
Ordinance or law new construction: Cov. B – Demolition cost	\$50,000	\$1 million
Cov. C – Increased construction costs	\$50,000	\$1 million
Pollutant clean up and removal	\$25,000, 12-month period	\$100,000, 12-month period
Rewards	\$10,000	\$25,000
Soft costs	\$25,000	\$100,000
Temporary structures expense	\$10,000	\$50,000
Transit and storage locations	\$50,000	\$500,000
Trees, shrubs, plants and lawns	\$10,000 per occurrence \$500 per item	\$50,000 per occurrence \$500 per item
Valuable papers and records	\$25,000	\$100,000

¹ Superior construction includes buildings that are masonry noncombustible, masonry fire resistant and fire resistant.

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage. This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. "The Cincinnati Insurance Companies", "Cincinnati Insurance" and "Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries – The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. © 2022 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141..

FORM SCHEDULE

FORM NUMBER	COVERAGE PART	FORM NAME
IA108 12/2009	General Policy	Summary Of Premiums Charged
IA4090MN 03/2016	General Policy	Minnesota Changes - Cancellation and Nonrenewal
IA4236 06/2020	General Policy	Policyholder Notice Terrorism Insurance Coverage
IA4238 01/2015	General Policy	Cap On Losses From Certified Acts Of Terrorism
IA4338MN 03/2015	General Policy	Signature Endorsement - Minnesota
IA4443 04/2014	General Policy	CLD Policy Cover Letter
IA4521 03/2020	General Policy	Notice Of Privacy Practices
IA481 01/2008	General Policy	Notice Concerning Policyholder Rights in an Insolvency Under the Minnesota Insurance Guaranty Association Law
IA4991 06/2017	General Policy	Commission Schedule
IA509 01/2012	General Policy	Common Policy Declarations
IA904 04/2004	General Policy	Schedule of Locations
IL0017 11/1998	General Policy	Common Policy Conditions
IP446 08/2001	General Policy	Notice To Policyholders
CM0117 07/1993	IM Builders Risk Non Reporting	Minnesota Changes
MA112 02/2021	IM Builders Risk Non Reporting	Builders' Risk Inland Marine Coverage Form
MA229 02/2021	IM Builders Risk Non Reporting	Soft Costs, Rental Income And Earnings Endorsement
MA258 02/2021	IM Builders Risk Non Reporting	Builders' Risk Inland Marine Extended Coverage Plus Endorsement and Supplemental Schedule
MA323 07/2021	IM Builders Risk Non Reporting	Amendment of Coverage - Cyber Incident Exclusion
MA4095MN 02/2021	IM Builders Risk Non Reporting	Minnesota Changes - Loss Payment
MA561 02/2021	IM Builders Risk Non Reporting	Builders' Risk Inland Marine Coverage Part Declarations

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PAY PLANS AND PAYMENT OPTIONS

Policies billed by your agency

Monthly, quarterly, semi-annual and annual pay plans are available when you receive invoices from your **agency** and you pay your insurance premiums directly to your agency. Please discuss with your agent the various ways to pay your premiums.

Policies billed by Cincinnati

Monthly, quarterly, semi-annual and annual pay plans are available for Cincinnati-billed policies. You receive billing statements from and pay your insurance premiums directly to one of The Cincinnati Insurance Companies.

Monthly, quarterly and semi-annual:

- no minimum annual premium
- first installment due at policy inception
- each policy installment payment may include a fee up to \$5 or whatever is allowed by your state. Installment fees do not apply to payments made by electronic funds transfer or workers' compensation policies

Annual:

- full payment due at policy inception
- no installment fees apply

Four ways you can pay your Cincinnati-billed policy

You can pay your insurance premiums directly to Cincinnati with the method that best suits your needs:

1) **Electronic funds transfer:**

- You complete a form authorizing Cincinnati to set up automatic, ongoing withdrawals for each installment from your checking or savings account.
- Installment fees do not apply when payment is made by EFT (Not available in Texas or Nevada.)

2) **Online:**

- Visit cinfm.com to pay online.
- To set up an online payment, refer to your Cincinnati account statement for the information you need.
- You can pay by Visa®, American Express®, MasterCard® or Discover® cards; debit card, checking account or savings account; or PayPal®, PayPal Credit and Venmo™.
- This method allows access for multiple payors on the account.
- You initiate each payment; you *cannot* schedule recurring payments.
- You can pay immediately or schedule a single payment for a future date up to the payment due date.
- Payments confirmed by 3 p.m. Eastern Time are processed the same day.
- For assistance with online payment services, please call 888-242-0888.

3) **By phone:**

- You can pay immediately by dialing 800-364-3400.
- Refer to your Cincinnati account statement for the information you need.
- You can pay by Visa®, American Express®, MasterCard® or Discover® cards; debit card, checking or savings account.
- This method allows access for multiple payors on the account.
- You initiate each payment; you *cannot* schedule recurring payments.
- Payments confirmed by 3 p.m. Eastern Time are processed the same day.

4) **By check:**

- Pay by check and send through the mail.
- Please allow sufficient time for postal delivery.
- Mail to: The Cincinnati Insurance Companies, P.O. Box 145620, Cincinnati, OH 45250-5620.

Your agent can offer you the pay plan that works best for your business.

TERRORISM COVERAGE

What is the Terrorism Act?

The Terrorism Risk Insurance Act of 2002 established a program under which the federal government shares with the insurance industry the risk of loss from certain future acts of terrorism, and – in the case of workers' compensation coverage – loss from acts of war.

The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. Terrorism is a violent act or an act dangerous to life, property or infrastructure committed by an individual or individuals as part of an effort to coerce the population or government of the United States that results in aggregate losses of \$5 million or more.

Your new insurance proposal includes terrorism coverage

In compliance with the Act, we offer on this proposal terrorism coverage for lines of business on which the Act applies. Terrorism coverage is limited to acts certified under the federal program and by the terms, conditions, exclusions, limits, endorsements, provisions of your policy and any applicable laws to which this coverage quote applies.

Your Premium Summary shows the total charges for terrorism coverage. Cincinnati charges premiums for terrorism coverage based only on our portion of the potential losses and not the federal government's portion paid under the Act. While we encourage policyholders to keep terrorism coverage, you may reject coverage by signing a rejection form, which your independent agent representing Cincinnati can provide.

Renewal policies

When you are renewing a policy, your renewal proposal will include the terrorism coverage described above, even if you previously signed a rejection statement for one or more lines of insurance.

- To purchase this coverage, please contact your agent for additional information.
- If you **do not** wish to purchase the proposed terrorism coverage, please complete and sign a new rejection form that your agent can provide.

Thank you for trusting your agent and Cincinnati to protect your business.

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.

ABOUT US

Building Trust and Following the Golden Rule



FULFILLING OUR PROMISES

For more than 70 years, we have been working with independent agents to provide the appropriate coverages to help you restore your livelihood and regain a sense of stability in the community after disaster strikes.

Choosing Cincinnati Insurance means that beyond the appropriate products and services, you value consistency and quality in your insurance buying decisions. You can trust Cincinnati to lead with financial strength, and keep our promises by paying all that is due under each policy contract.

Earning your trust

Consider the Cincinnati experience from the viewpoint of others by visiting cinfin.com/service to review service stories and videos.

More than 90% of our policyholders are highly satisfied with the overall claims process, based on over 50,000 standard lines auto and property policyholders responding to claims satisfaction surveys over the last four years with an 8, 9 or 10 on a 10-point scale.

Leading with financial strength

Ranking among the nation's top 25 property casualty insurers groups, based on net written premiums, we've been included among a select group of carriers that have been ranked¹ A or higher by A.M. Best Company for more than 50 years. Three other independent rating firms also award us with strong ratings that help assess our ability to meet our financial obligations to you, so you can rest easy. We see our financial strength, including our more than \$5 billion in policyholder surplus, as an opportunity to better serve you – from improved coverages to exceptional service.

ACTIONS SPEAK LOUDER IN PERSON[®]

Living where our customers live

You will receive professional advice from your local independent agent who represents us and is supported by Cincinnati representatives, living and working in or near your agent's community.

Empowering our associates

Our unique field structure places local marketing and claims decision-makers in the communities they serve. The field claims representative assisting you holds the authority to make decisions and to write checks on the spot for many types of claims. In addition to our local representatives, in the event of a natural disaster, we will activate storm teams and send additional Cincinnati associates who will help to restore your lifestyle and peace of mind quickly, by handling your claims in-person.

Following the Golden Rule

We treat others as we would like to be treated, complementing the service you receive from your agent by reviewing each claim with honesty, integrity and compassion and paying all that is due under your policy. You can count on prompt and personal service – delivered with empathy – to get you back on track.

For information about Cincinnati Insurance, please visit cinfin.com.

¹ Ratings are effective as of the edition date of this form, under continuous review and subject to change and/or affirmation. For the latest financial strength ratings and information about our published rankings, independent surveys and studies, please visit cinfin.com.



CITY COUNCIL
AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Special Inspection and Testing
DATE: August 7, 2023

OVERVIEW:

During the construction process there are points in which a third party must inspect and test on behalf of the project. These items include the soil, concrete and steel.

The city was provided two costs for these services.

American Engineering and Testing	\$29,960
Chosen Valley Testing	\$14,900

Chosen Valley was the organization that completed the soil testing for the pre-architectural phase of this project.

ACTION TO BE CONSIDERED:

Council to approve special testing to be completed using Chosen Valley

Attachments:

- Chosen Valley Testing Agreement



7/31/2023

Brunton Architects
225 Belgrade Ave
North Mankato MN 56003
PH: 507-386-7996 Ext.117

Project: 22286.23.MNT St Francis Fire and City Hall
Project Location: St Francis, MN

Cost Estimate for Special Inspection and Construction Material Testing Services

Prepared for: Ms. Ginnie Schneider, Brunton Architects

Chosen Valley Testing, Inc. is pleased to submit this proposal for special inspections and construction material testing services for the proposed 22286.23.MNT St Francis Fire and City Hall in St Francis, MN. Services for the project would be provided by personnel and equipment from our laboratory in St. Paul, Minnesota.

Budget Summary for - 22286.23.MNT St Francis Fire and City Hall

Task Name	Cost
SOILS / AGGREGATE LAB	\$3,260.00
CONCRETE	\$8,780.00
STRUCTURAL STEEL	\$1,560.00
ADMINISTRATIVE, PROJECT SETUP, & REPORTING	\$1,300.00
Project total:	\$14,900.00

Execution of Costs

The costs for the work will depend on the project schedule and other factors. The first tabulation in the proposal summarizes our estimated total costs per type of testing/inspection and our perception of how this project might be completed. A subsequent breakdown shows how the unit rates were executed to arrive at these estimated costs. Again, all services will be provided on a unit cost basis and the owner would only be invoiced for actual services provided.

Variations in Costs

Our costs are based on our interpretation of the project requirements and typical contractor progress. The actual costs may be greater or less, depending on the project schedule. If you have a different interpretation of the scope and schedule, we can provide a revised cost that addressed your specific schedule and interpretation of the project requirements.

Scheduling

We do require a 24 hour notice for inspections and testing. CVT will provide on-call services for the project. Please call our office directly for scheduling.

Remarks

We appreciate the opportunity to propose construction materials testing services to you on this project. Please feel free to call us at 651-756-7384, if you have any questions regarding this document.

Jon Day
Graduate Engineer
jday@chosenvallleytesting.com

EXHIBIT A

Scope of Services

SOILS / AGGREGATE LAB

Soil Conditions: We have a copy of the plans, specifications, and geotechnical evaluation. Our personnel would evaluate the bearing conditions during construction. The special inspection statement schedule indicates that verification of site preparation, fill material and lift thickness, and fill compaction density testing is to be performed by the testing agency. Our findings and recommendations would be summarized in daily reports to the client. Compaction test reports would also be issued as results become available.

Cost Estimate for - SOILS / AGGREGATE LAB

Description	Qty	Rate	Units	Total
Prof. Geotech Engineer 1	3.00	\$150.00	RtHr	\$450.00
Engineering Technician	9.00	\$60.00	RtHr	\$540.00
Field Densities ASTM/AASHTO - Field Tech	20.00	\$60.00	RtHr	\$1,200.00
Proctors ASTM/AASHTO	2.00	\$150.00	EA	\$300.00
Travel - Trip Fee	11.00	\$70.00	Trip	\$770.00
Total for SOILS / AGGREGATE LAB				\$3,260.00

Assumptions: Our field services will be performed by a engineering technician, working under the direct supervision of our project engineer. We have included a total of 3 site visits would be required to evaluate bearing conditions. We have included an additional 5 site visits for performing compaction testing on fill placed below footings and slabs and against foundation walls. We have estimated a total of 3 site visits for exterior site work observations and testing.

A Proctor test will be required for each soil type used as fill. The Proctor moisture-density tests will be performed in accordance with ASTM D 698 (standard method). We estimated 2 proctors would be required for the project.

CONCRETE

Concrete Reinforcement Observations & Testing: Reinforcement observations would be performed. Concrete will also be tested. Concrete testing would consist of slump (ASTM C 143), one air content (ASTM C 241), temperature (ASTM C 1064), and cylinder testing (ASTM C 39) on each day that concrete is placed. CVT will cast one set of 4 cylinders for each day's pour plus one set each additional 100 cu. yd. or fraction thereof.

Cost Estimate for - CONCRETE

Description	Qty	Rate	Units	Total
Cylinder Pickup Runner	10.00	\$60.00	RtHr	\$600.00
Field Technician - Concrete	55.00	\$60.00	RtHr	\$3,300.00
Cylinders - Each	132.00	\$20.00	EA	\$2,640.00
Travel - Trip Fee	32.00	\$70.00	Trip	\$2,240.00
Total for CONCRETE				\$8,780.00

Assumptions: We included a total of 22 concrete pours for the project, including 6 site visits for testing footings, 5 site visits for concrete piers, stoops and foundation walls, 5 site visits for testing the slab-on-grade and concrete topping, and 6 site visits for exterior concrete; sidewalks, curb/gutter & pavement. Site visits for reinforcement inspections would be performed on the same visit as the field concrete testing. We included 10 site visits for picking up samples.

STRUCTURAL STEEL

Structural Steel, Precast, NDT, & Bolting Inspections: Structural steel and bolted connections are to be inspected. Fabrication shop inspection costs were not included.

Cost Estimate for - STRUCTURAL STEEL

Description	Qty	Rate	Units	Total
Structural Steel Inspector	15.00	\$90.00	RtHr	\$1,350.00
Travel - Trip Fee	3.00	\$70.00	Trip	\$210.00
Total for STRUCTURAL STEEL				\$1,560.00

Assumptions: We have included costs for 3 site visits for the inspection of the structural steel.

ADMINISTRATIVE, PROJECT SETUP, & REPORTING

Engineering, Reporting and Review

Reports would be issued electronically at the frequencies required. We have included a rate and a number budgeted number of hours for our project engineer and project manager to review the project data and prepare reports as needed. The results of our tests and evaluations would be reported to you as they become available, and within the terms required in the specification. Failing tests would be verbally reported ahead of the typed reports for any corrective action (if necessary).

Cost Estimate for - ADMINISTRATIVE, PROJECT SETUP, & REPORTING

Description	Qty	Rate	Units	Total
Est. Costs for Administrative, Project Setup, and Reporting	1.00	\$1,300.00	EA	\$1,300.00
Total for ADMINISTRATIVE, PROJECT SETUP, & REPORTING				\$1,300.00



Authorization to Proceed

Special Inspection and Construction Materials Testing Proposal

Prepared for:

22286.23.MNT St Francis Fire and City Hall
St Francis, MN

Brunton Architects
225 Belgrade Ave North Mankato MN, 56003

Prepared by:

Chosen Valley Testing Inc.
245 Roselawn Ave. E. Suite #29 St. Paul Minnesota, 55117

Commence of the above Project or Work Package, as outlined in the attached proposal document from Chosen Valley Testing, Inc. is hereby authorized.

Authorizing Person(s):

Signed

Name/Title

Date

GENERAL CONTRACT PROVISIONS

ARTICLE 1 – PERFORMANCE OF THE WORK

Chosen Valley Testing, Inc. ("CVT") shall perform the services under this Agreement in accordance with the care and skill ordinarily exercised by members of CVT's profession practicing under similar circumstances at the same time and in the same locality. Sampling procedures employed by CVT during the Work can indicate actual conditions only at the precise locations from which, and only at the time, samples are taken. CVT may make inferences based upon the results of sampling or related testing to form a professional opinion of conditions in areas beyond those from which samples were taken. However, because a sampling program cannot prove the non-existence or non-presence of conditions or materials, CVT makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

ARTICLE 2 – ADDITIONAL SERVICES

If the Client requests that the CVT perform any services which are beyond the scope as set forth in the Proposal, or if changed or unforeseen conditions require the CVT to perform services outside of the original scope, then, CVT shall promptly notify the Client of cause and nature of the additional services required. Upon notification, CVT shall be entitled to an equitable adjustment in both compensation and time to perform.

ARTICLE 3 – SCHEDULE

Unless specific periods of time or dates for providing services are specified in a separate Exhibit, CVT's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. The Client agrees that CVT is not responsible for damages arising directly or indirectly from any delays for causes beyond CVT's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, or other natural disasters or acts of God; fires, riots, war or other emergencies; any action or failure to act in a timely manner by any government agency; actions or failure to act by

the Client or the Client's contractor or CVTs; or discovery of any hazardous substance or differing site conditions. If the delays outside of CVT's control increase the cost or the time required by CVT to perform its services in accordance with professional skill and care, then CVT shall be entitled to a reasonable adjustment in schedule and compensation.

ARTICLE 4 – CONTRACTOR RESPONSIBILITIES

CVT neither guarantees the performance of any Contractor retained by Client nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the construction documents. Client acknowledges CVT will not direct, supervise or control the work of contractors or their subcontractors, nor shall CVT have authority over or responsibility for the contractors means, methods, or procedures of construction. CVT's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety. Job Site Safety shall be the sole responsibility of the contractor who is performing the work.

ARTICLE 5 – CLIENT RESPONSIBILITIES

Client is responsible to provide CVT with access to the site. Client shall also provide CVT with any other previous geotechnical or other reports, investigations, specifications, plans and other information about the site to which Client has access. Changes in plans and information about the site conditions that becomes known after our report may affect CVT's opinions.

Drilling, sampling, and other subsurface work will cause disruption to the site and in particular to any paving or other structures in place over the selected sampling locations. CVT will use reasonable care to minimize damage to the site, but CVT has not included the cost of restoring normal damage in the estimated charges contained within its proposal. Client agrees to equitable adjust the contract amount in the event that Client seeks repair of the site in a manner more than is customary in the industry.

ARTICLE 6 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by CVT pursuant to this Agreement are CVT's Instruments of Service and CVT retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by CVT. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. CVT makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination of the work, the CVT may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client's obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the CVT except for the specific purpose intended will be at the Client's risk and full legal responsibility and Client expressly releases all claims against CVT arising from re-use of the Instruments of Service without CVT's written consent, verification or adaptation.

The Client will, to the fullest extent permitted by law, indemnify and hold the CVT harmless from any claim, liability or cost (including reasonable attorneys' fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the CVT. Under no circumstances shall transfer of Instruments of Service be deemed a sale by CVT, and CVT makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. CVT shall be entitled to compensation for any consent, verification or adaption of the Instruments of Service for extensions of the Project or any other project.

ARTICLE 7 – PAYMENTS

Payment to CVT shall be on a lump sum or hourly basis as set out in the Agreement. CVT is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies CVT in writing of any disputed items within 15 days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. CVT reserves the right to retain products of service until all invoices are paid in full. CVT will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or products of service until all invoices are paid in full. CVT shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney fees, incurred in connection with collecting amounts owed by Client. In addition, CVT may, after giving seven days' written notice to Client, suspend services

under this Agreement until it receives full payment for all amounts then due for services, expenses and charges.

ARTICLE 8 – HAZARDOUS MATERIALS

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that CVT is not a user, handler, generator, operator, treater, arranger, storer, transporter or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by CVT.

The Client agrees to indemnify CVT and its officers, subCVT(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind, except that this clause shall not apply to such liability as may arise out of CVT's sole negligence in the performance of services under this Agreement arising from or relating to hazardous or toxic substances, pollutants, or contaminants specifically identified by the Client and included within CVT's services to be provided under this Agreement.

ARTICLE 9 - INSURANCE

CVT has procured general and professional liability insurance. On request, CVT will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits.

ARTICLE 10 – TERMINATION OR SUSPENSION

If CVT's services are delayed or suspended in whole or in part by Client, or if CVT's services are delayed by actions or inactions of others for more than 60 days through no fault of CVT, CVT shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by CVT in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination CVT shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses. CVT is entitled to payment even if the project does not go forward or is not constructed.

This Agreement may be terminated by either party upon thirty days' written notice without cause. CVT shall upon termination only be entitled to payment for the work performed up to the Date of termination. In the event of termination, copies of plans, reports, specifications, electronic drawing/data files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the CVT pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client upon payment of all amounts due as of the date of termination. All provisions of this Agreement allocating responsibility or liability between the Client and CVT shall survive the completion of the services hereunder and/or the termination of this Agreement.

ARTICLE 11 - INDEMNIFICATION

The CVT agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the CVT's negligence or willful misconduct.

The Client agrees to indemnify and hold the CVT harmless from any damage, liability or cost to the extent caused by the Client's negligence or willful misconduct.

ARTICLE 12- WAIVER OF CONSEQUENTIAL DAMAGES

The CVT and Client waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the Client for rental expenses, for loss of use, loss of income, lost profit, project delays, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and (2) Damages incurred by the CVT for principal office expenses including the compensation for personnel stationed there, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from the Work. The CVT and Client further agree to obtain a similar waiver from each of their contractors, subcontractors or suppliers.

ARTICLE 13 - ASSIGNMENT

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CVT or Client. This Agreement is for the exclusive benefit of CVT and Client and there are no other intended beneficiaries of

this Agreement.

ARTICLE 14 - CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and CVT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 15 - CONFIDENTIALITY

The CVT agrees to keep confidential and not to disclose to any person or entity, other than the CVT's employees, and the general contractor and subcontractors, if appropriate, any data and information furnished to the CVT and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CVT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CVT to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 16 – LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Client agrees to limit the CVT's liability for any claims by or through the Client to the sum of Fifty Thousand Dollars (\$50,000). This limitation shall apply regardless of the cause of action or legal theory pled or asserted. In addition, Client and CVT each agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns. This mutual waiver shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

ARTICLE 17 - CONTROLLING LAW

This Agreement is to be governed by the laws of the State of the location of the Project. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to claims for negligence or breach of warranty, that is not settled by nonbinding mediation shall be settled by the law of the state of the location of the Project.

ARTICLE 18 - LOCATION OF UNDERGROUND IMPROVEMENTS

Client shall provide CVT all information that Client has about buried objects at the site. Where requested by Client, CVT will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, CVT may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where CVT has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the CVT for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the CVT.



CITY COUNCIL
AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Access and Tree Maintenance Agreement
DATE: August 7, 2023

OVERVIEW:

As we complete the grading and landscaping of the new city hall /fire station, we are disturbing an area of ground that may ultimately kill the neighboring property trees. In addition, the overgrowth of the trees over the property line will be an ongoing issue. Upon inspection it was identified that two of the trees we would be disturbing are infected Ash trees. It is possible that our project could kill all four of the trees, however we are working to protect the two healthy trees as much as possible.

Staff is proposing that the city would remove and properly dispose of the two Ash trees and begin by trimming back the two healthy trees in an attempt to save them. The attached access and tree maintenance agreement is required for the city to complete the work and be on a private property with our contractor.

ACTION TO BE CONSIDERED:

Council to approve the Access and Tree Maintenance Agreement

Attachments:

- Access and Tree Maintenance Agreement

ACCESS AND TREE MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2023, by and between **PETER YOVETICH**, (the “Owner”) and the **CITY OF ST. FRANCIS**, a Minnesota municipal corporation (the “City”).

RECITALS

A. The Owner is the owner of certain real property located in Anoka County, Minnesota legally described in Exhibit A attached hereto ("Property"); and

B. The City is proceeding to build a new City Hall and Fire Station directly adjacent to the north of the Property, and has the City has requested the ability to remove and maintain certain trees owned by Owner and located on the Owner’s Property; and

C. The City and Property owner agree that the removal of the ash trees located on the Property Owner’s Property is warranted due to the early onset of Emerald Ash Borer, which will ultimately result in the death of the Ash trees, and

D. The City and Property Owner desire to set out their mutual agreement on the pruning and maintenance of the maple trees located on the Owner’s Property to allow for uninhibited access and use by the City of the new City Hall and Fire Station to be built by the City.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Removal of Ash Trees on the Owner’s Property due to Emerald Ask Borer.
The City shall remove the ash trees located on the Owner’s Property due to early onset of Emerald Borer, which left unaddressed will result in the decay and death of the trees. City or its contractor to remove the Ash trees at the City’s sole cost and expense. Removal to include the cutting of the ash trees, stump grinding, filling of any depression with black dirt, seeding of the area with grass seed, and watering of grass seed for one growing season.

2. Pruning and Maintenance of Existing Maple Trees.

A. City shall perform pruning of the existing maple trees located on the Owner’s Property that overhang over the City’s property at City’s sole cost and expense. Parties agree that this maintenance is not intended to significantly damage or cause the death of the maple trees. In the event that pruning or maintenance of the maple trees results in the death of any of the trees, City and Property Owner shall meet and confer on determining responsibility for removal and/or replacement of each maple tree that has died.

B. Property Owner acknowledges that City has continue to provide ongoing pruning and other maintenance of maple trees to the extent that any portion of the trees overhang onto the City’s Property.

3. Access and Maintenance Rights.

The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Owner’s Property and to remove the ash trees and inspect and maintain the maple trees whenever the City deems necessary.

4. Grant of Easement. Owner hereby grants to the City, its successors and assigns, a permanent non-exclusive easement for the purpose of accessing and maintaining the maple trees pursuant to the terms of this Agreement over, on, across, under and through the Easement Area. The easement shall include the rights, but not the obligation, of the City, its contractors, agents, servants, and assigns, to enter upon the Easement to remove the ash trees; and to, inspect, prune, and maintain maple trees.

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

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

6. Notice. All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

To the Owner:

To the City: City St. Francis
23340 Cree Street NW
St. Francis, MN 55070
Attn: City Administrator

or to such other party at such other address as such party, by ten (10) days prior written notice given as provided, shall designate.

All notices given hereunder shall be deemed given when personally delivered or two business days after being placed in the mail properly addressed as provided herein.

7. **Successors/Covenants Run with Property.** All duties and obligations of Owner under this Agreement shall also be duties and obligations of Owner’s successors and assigns, jointly and severally. The terms and conditions of this Agreement shall run with the Property.

[Intentionally Left Blank]

OWNER:

By: _____
Its

CITY OF ST. FRANCIS

By: _____
, Mayor

(SEAL)

And: _____
Jenni Wida, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by ----- and by Jenni Wida, the Mayor and City Clerk of the **City of St. Francis**, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

DOCUMENT DRAFTED BY:
BARNA, GUZY & STEFFEN, LTD.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Coon Rapids, MN 55433
(763) 780-8500 (DRS)

EXHIBIT A

Legal Description Of The Property

Lot 10, Block 2 of Village of St Francis Auditors Pl



CITY COUNCIL AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: City Hall / Fire Station Audio
DATE: August 7, 2023

OVERVIEW:

As a section of the construction of the building, Staff has worked with a design-build professional service to plan, layout, supply, install and train staff on the audio needs for the new building. This includes working with our Architect on drawings as well as staff to identify the needs and use of each room.

The initial cost to supply the audio equipment came in at \$155,536.94. Staff reviewed the room usage again and was able to remove the small conference room. This reduced the total cost of all products and labor to \$136,942.33

ACTION TO BE CONSIDERED:

Council to approve the Intereum Quote of \$136,942.33 for the design and build of the audio systems.

Attachments:

- Intereum Quote, presented on July 12, 2023



Intereum
9800 8TH AVE N
PLYMOUTH, MN 55441
United States

(763) 417-3300
avdesign@intereum.com
www.intereum.com
Jeremy Schneider
jschneider@intereum.com

Quote



City of St. Francis
Saint Francis
Anoka County
Saint Francis, Minnesota
United States

Presented By
Intereum

Quote Number
Q-1449

Presented On
Jul 12 2023

Version
3

Locations

Agenda Item # 9F.

Council Chambers

\$76,001.00

Scope of Work:

- Two 75" Samsung commercial displays
 - Articulating Mounts provided to enhance audience experience
- A Samsung monitor at each chair at the council desk (seven total)
 - These to be fed by a DA below the table
 - These will use the built-in table stand as a mount, no additional mount is included.
- Three under table HDMI retractors for local content at council desk
- Zoom Room using Crestron Flex
 - Note: Sku indicates Teams, but system will be converted to Zoom. Teams sku is in stock, Zoom is not
 - Tabletop touch panel at council desk
 - Wall mounted touch panel for alternate control location
 - XiO Cloud remote monitoring and support
- Three UVC86 cameras for conference content capture
- Microflex Wireless Complete system with 11 council mics
 - RFID cards to be provided for council ID
- QSC Core Nano to act as DSP for the space
- Crestron Dante Amplifier
- Twelve in-ceiling speakers

City of St. Francis Requirements

- Quad power at 54" AFF behind each display
- 3x Quad power below council desk
- Pathway from below council desk to rack location
- Pathway from display locations to accessible ceiling
- Network jack with PoE at Council Chamber desk
- Network jack with PoE at wall touch screen location
- Network jack at rack location
- Zoom Room license

Display(s)

\$5,815.93

ITEM		QTY	UNIT PRICE
	Samsung QB75B Samsung QBB Series QB75B 75" 4K LED-Backlit LCD Display	2	\$1,543.82
	CHIEF PNRUB LFP FOUR ARM DUAL UNIVERSAL	2	\$675.66



Samsung S24R650FDN
SR650 Series 23.8" LED Monitor for Business

7

Agenda Item # 9F.
\$196.71

Unified Communications

\$10,984.07

ITEM		QTY	UNIT PRICE
	Crestron Electronics UC-C100-T Flex Video Conference System Integrator Kit for Microsoft Teams Room	1	\$3,081.00
	Crestron Electronics UCA-RMK-1U Rack Mount Kit for UC Engine Bracket Assembly	1	\$40.24
	StarTech USB2100 USB 2.0 to gigabit ethernet NIC network adapter	1	\$22.72
	Crestron Electronics SW-XIOC-S XiO Cloud Provisioning And Management Service, Support License For One Room	36	\$4.88
	Crestron Electronics SW-XIOC-EM XiO Cloud Provisioning And Management Service, Endpoint Management License For One Room	36	\$3.66
	Yealink UVC86 4K Dual-Eye Intelligent Tracking Camera for Medium and Large Rooms with Perfect Display	3	\$1,890.24
	Vaddio 535-2000-251 Thin Profile Wall Mount For Yealink UVC86	3	\$173.50
	Yealink AV Hub Yealink AV-HUB Meeting AV Processor	1	\$1,341.45

Audio System

\$30,623.46

ITEM		QTY	UNIT PRICE
	Shure MXCWAPT-A Access Point Receiver	1	\$3,286.77



QSC CORE NANO-NA
Audio, Video and Control Network I/O Processor

1\$1,585.37



QSC SLCOL-8N
Q-SYS Collaboration Bundle Scaling License, 8N, Perpetual

1\$914.63



QSC SL-DAN-32-P
Q-SYS software-based Dante 32x32 Channel License, Perpetual

1\$673.17



QSC SLQSE-8N-P
Q-SYS Scripting Engine, 8N, Perpetual

1\$168.90



Shure MXCW640
Wireless Conference Unit

11\$1,313.78



Shure MXC416DF/C
Gooseneck Microphone, Length 40 cm, dual bend

11\$181.89



Crestron Electronics DM-NAX-AMP-X300
DM NAX X-Series Flexible Output Amplifier, 300W

1\$1,158.54



Shure MXCWNCS
Networked charging station

2\$985.91



Sonance PS-C63RT WHITE
6.5" Professional Series In-Ceiling Speaker - White

12\$158.54



Shure SB930
Rechargeable Battery

15\$151.77



Shure MXCNFCCARD-10PK
NFC-Only Card For MXC/MXCW, QTY 10

3\$77.62

Control System\$2,824.38

ITEMQTYUNIT PRICE



Crestron Electronics TSW-1070-B-S
10.1" Wall Mount Touch Screen, Black Smooth

1\$2,065.85



Crestron Electronics RMC4
4-Series Control System

1

Agenda Item # 9F.

\$670.73



Crestron Electronics RMK-IFE-1U
IFE Rack Mount Kit

1

\$87.80

Video Routing

\$7,152.42

ITEM		QTY	UNIT PRICE
	Crestron Electronics HD-RX-4K-510-C-E DMPS Lite 4K Multiformat 5x1 AV Switch and Receiver	1	\$2,180.47
	Under-Table HDMI Retractor Parts and pieces for an under-table HDMI retractor for local connections	3	\$763.42
	Extron Retractor Series/2 XL HDMI Retractor Series/2 XL HDMI - Extended Length Cable Retraction System for Cable Cubby Enclosures - HDMI Male to Male	3	\$371.95
	Extron USB PowerPlate 200 AC AAP Two Outlet USB Charger - AC AAP Version	3	\$182.93
	Extron TMK 120 R TMK 120 R - Table Mount Kit for Two Retractors	3	\$106.10
	Extron Retractor Series/2 Filler Module Retractor Series/2 Filler Module - With Blank & Cable Pass-through Plates	3	\$52.44
	Extron TMK 120 AAP TMK 120 AAP - Table Mount Kit for Two AAPs	3	\$50.00
	AVPro Edge AC-DA18-AUHD-GEN2 HDMI 1X8 18 Gbps Splitter W/HDR & EDID Mgmt	1	\$486.59
	Crestron Electronics HD-TX-4KZ-101 DM Lite 4K60 4:4:4 Transmitter for HDMI Signal Extension over CATx Cable	6	\$243.90



Crestron Electronics HD-RX-4KZ-101

DM Lite 4K60 4:4:4 Receiver for HDMI Signal Extension over CATx Cable

3

Agenda Item # 9F.

\$243.90

Network

\$1,370.26

ITEM		QTY	UNIT PRICE
	NETGEAR M4250-26G4F-PoE+ 24 x 1 POE+ 300W 2x1G And 4XSFP Managed Switch	1	\$1,370.26

Accessories

\$1,030.48

ITEM		QTY	UNIT PRICE
	Middle Atlantic DWR-18-17PD 18Space /17D Wallrack with Plexi door	1	\$903.04
	Middle Atlantic PD-915R Rackmount Power, 9 Outlet, 15A, Basic Surge	1	\$127.44

Labor

\$16,200.00

ITEM		QTY	UNIT PRICE
	Installation	76 h	\$150.00
	Commissioning	16 h	\$150.00
	Audio Programming	8 h	\$150.00
	Control Programming	8 h	\$150.00

Large Meeting Room

\$12,565.11

Scope of Work:

- 75" Samsung commercial display
 - Tilt Mount
 - Fusion Pullout
- Wired HDMI via new under table mounted retractor connected to Logitech Table Hub
- Zoom Room using Crestron Flex
 - Note: Sku indicates Teams, but system will be converted to Zoom. Teams sku is in stock, Zoom is not
 - Table Mounted Touch Panel
 - XiO Cloud remote monitoring and support
- Logitech Rally Kit with
 - Rally Camera
 - Two Rally Speakers
 - Three Rally Mic Pods
 - Rally Mic Pod Hub
 - Rally mounting Kit

City of St. Francis Requirements:

- Client LAN behind the display at 54" AFF
- Client LAN under table
- Pathway between table and display
- Quad power behind display at 54" AFF
- Power under table
- Zoom Room license

Display(s)

\$2,124.25

ITEM		QTY	UNIT PRICE
	Samsung QB75B Samsung QBB Series QB75B 75" 4K LED-Backlit LCD Display	1	\$1,543.82
	CHIEF FCAV1U Pull Out Bracket FUSION PULLOUT	1	\$313.50
	CHIEF LTM1U Micro-Adjust Tilt Wall Mount Large	1	\$266.93

Unified Communications

Agenda Item # 9F.

\$6,483.53

ITEM		QTY	UNIT PRICE
	Crestron Electronics UC-C100-T Flex Video Conference System Integrator Kit for Microsoft Teams Room	1	\$3,081.00
	Crestron Electronics SW-XIOC-S XiO Cloud Provisioning And Management Service, Support License For One Room	36	\$4.88
	Crestron Electronics SW-XIOC-EM XiO Cloud Provisioning And Management Service, Endpoint Management License For One Room	36	\$3.66
	Logitech Rally Plus Premier Modular Video Conferencing System	1	\$2,392.01
	Logitech Rally Mic Pod - Graphite Logitech Wired Microphone - Graphite	1	\$328.11
	Logitech Rally Mic Pod Hub Hub for connecting up to three Rally mic pods	1	\$234.35
	Logitech Rally Plus Mounting Kit Logitech mounting bracket for speaker, camera, table hub, and display hub	1	\$140.62

Accessories \$957.33

ITEM		QTY	UNIT PRICE
	Extron Cable Cubby F55 UT Cable Cubby F55, Black, No AC	1	\$336.59
	Extron Retractor Series/2 HDMI Retractor Series/2 HDMI - Cable Retraction System for Cable Cubby Enclosures - HDMI Male to Male	1	\$335.37
	Extron Flex55 AC+USB 130 US US Outlet, USB Type-A and USB Type-C Module; Black	1	\$250.00



Extron
Cable Cubby F55 Retractor Mounting Bracket Kit
One Retractor Bracket Kit for Cable Cubby F55 UT

1

Agenda Item # 9F.
\$35.37

Labor \$3,000.00

ITEM		QTY	UNIT PRICE
	Installation	16 h	\$150.00
	Commissioning	4 h	\$150.00

Training Room

\$34,373.25

Scope of Work:

- Two 85" displays – split apart with mirrored content
 - Large Tilt Mount
 - Fusion Pullout
- Wired HDMI via wall plate at front of room
- Zoom Room using Crestron Flex
 - Note: Sku indicates Teams, but system will be converted to Zoom. Teams sku is in stock, Zoom is not
 - Wall Mounted Touch Panel
 - XiO Cloud remote monitoring and support
- Two Shure MXA920 Ceiling microphone arrays
- Yealink UVC86 Installed in location coordinated with client.
- Shure IMX Room (16 ch) installed on Zoom Room engine
- Crestron Dante Amplifier
- Eight in-ceiling speakers
- HDMI DA and extender for connection to second display
- Two 65" displays
 - Large Tilt Mount
 - Crestron AirMedia AM-3000-WF

City of St. Francis Requirements

- Quad power at 54" AFF behind each display
- Pathway from behind each display to accessible ceiling
- Pathway from wall mounted touch panel to accessible ceiling
- Pathway from HDMI wall plate to accessible ceiling
- Zoom Room license

Display(s)

\$5,808.74

ITEM		QTY	UNIT PRICE
	Samsung QB85R-B 85" Display any content in ultra-high definition with incredibly rich color on slim, efficient signage	2	\$2,323.94
	CHIEF FCAV1U Pull Out Bracket FUSION PULLOUT	2	\$313.50
	CHIEF LTM1U Micro-Adjust Tilt Wall Mount Large	2	\$266.93

Unified Communications

Agenda Item # 9F.

\$6,843.12

ITEM		QTY	UNIT PRICE
	Crestron Electronics UC-C100-T-WM Flex Video Conference System Integrator Kit with a Wall Mounted Control Interface and ASUS Mini PC for Microsoft Teams Rooms	1	\$3,130.49
	Crestron Electronics SW-XIOC-S XiO Cloud Provisioning And Management Service, Support License For One Room	36	\$4.88
	Crestron Electronics SW-XIOC-EM XiO Cloud Provisioning And Management Service, Endpoint Management License For One Room	36	\$3.66
	Yealink UVC86 4K Dual-Eye Intelligent Tracking Camera for Medium and Large Rooms with Perfect Display	1	\$1,890.24
	Vaddio 535-2000-251 Thin Profile Wall Mount For Yealink UVC86	1	\$173.50
	Yealink AV Hub Yealink AV-HUB Meeting AV Processor	1	\$1,341.45

Audio System

\$12,812.74

ITEM		QTY	UNIT PRICE
	Shure MXA920W-S Ceiling Array Microphone, Square, White, 24 inch	2	\$3,842.64
	QSC CORE NANO-NA Audio, Video and Control Network I/O Processor	1	\$1,585.37
	QSC SLCOL-8N Q-SYS Collaboration Bundle Scaling License, 8N, Perpetual	1	\$914.63
	QSC SL-DAN-16-P Q-SYS software-based Dante 16x16 Channel License, Perpetual	1	\$409.75
	QSC SLQSE-8N-P Q-SYS Scripting Engine, 8N, Perpetual	1	\$168.90

	Crestron Electronics AMP-X300 X-Series Amplifier	1	\$536.59
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	Audinate ADP-DAO-AU-0X2 2-Channel Analog Output Adapter for Dante Audio Network	1	\$243.90
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	Sonance PS-C63RT WHITE 6.5" Professional Series In-Ceiling Speaker - White	8	\$158.54
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Video Routing

\$1,314.63

ITEM		QTY	UNIT PRICE
	Crestron Electronics HD-DA2-4KZ-E 1:2 HDMI Distribution Amplifier w/4K60 4:4:4 & HDR Support	1	\$308.54
	Crestron Electronics HD-TX-4KZ-101-1G-B DM Lite 4K60 4:4:4 Transmitter for HDMI Signal Extension over CATx Cable, Wall Plate, Black	1	\$274.39
	Crestron Electronics HD-RX-4KZ-101 DM Lite 4K60 4:4:4 Receiver for HDMI Signal Extension over CATx Cable	2	\$243.90
	Crestron Electronics HD-TX-4KZ-101 DM Lite 4K60 4:4:4 Transmitter for HDMI Signal Extension over CATx Cable	1	\$243.90

Network

\$694.02

ITEM		QTY	UNIT PRICE
	NETGEAR M4250-9G1F-PoE+ AV Line M4250-9G1F-PoE+ Fully Managed	1	\$694.02

Labor

\$6,900.00

ITEM		QTY	UNIT PRICE
	Installation	34 h	\$150.00
	Commissioning	4 h	\$150.00
	Audio Programming	8 h	\$150.00

Project Common

\$17,431.08

Accessories

\$968.39

ITEM		QTY	UNIT PRICE
	Accessories Allowance for cabling, hardware, bulk wire, and other miscellaneous parts and pieces	1	\$968.39

Logisitics and Transport

\$4,841.97

ITEM		QTY	UNIT PRICE
	Shipping Costs to cover shipping and handling expenses	1	\$4,841.97

Labor

\$11,620.72

ITEM		QTY	UNIT PRICE
	Management and Engineering Allowance Allowance for costs regarding project managment, technical services, and warehouse / back office staff	1	\$11,620.72

Labor

Installation	126 h	\$18,900.00
Commissioning	24 h	\$3,600.00
Audio Programming	16 h	\$2,400.00
Control Programming	8 h	\$1,200.00
Total	174 h	\$26,100.00

AV System Package Grand Total

Product	\$114,270.44
Labor	\$26,100.00
Discount	(\$3,428.11)
Subtotal	\$136,942.33
Tax	\$0.00
Total Price	\$136,942.33

Payment Terms	Billing Date	Due Date	Amount
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Terms and Conditions of Sale

The following General Terms and Conditions of Sale apply to the product and service order placed by the undersigned Buyer with INTEREUM, INC (INTEREUM).

1. Purchase Orders

- a. If purchase orders are required, Buyer must provide copies of the purchase orders at the time of ordering services from INTEREUM.
- b. All proposals and pricing are subject to change

2. Down Payment

- a. A down payment of 50% of the order total is required for orders over \$10,000.
- b. Any down payments required by the manufacturer in excess of the 50% shall be required of the Buyer before the order is placed.

3. Invoicing

- a. After down payment, the remaining balance will be invoiced when project installation is substantially complete, as determined by INTEREUM.
- b. INTEREUM reserves the right to send progress billings for installations and product orders that take more than one week and/or product that is warehoused for over 30 days. Payments are to be made in accordance with terms in Section 5.

4. Taxes

- a. All sales, use, excise, and other applicable taxes will be invoiced to and paid by the Buyer. If the Buyer claims an exemption from such taxes, it shall be the Buyer's responsibility to furnish an appropriate exemption certificate to INTEREUM.

5. Payment

- a. All payments for project completion or progressive invoices are due per payment terms on invoice. Buyer may hold 10% retainage for uncompleted installation or an amount equal to the selling price of any damaged, backordered, or missing merchandise.
- b. Title to the merchandise passes to the Buyer when the full purchase price and all other charges under this agreement are paid in full.
- c. In the event of any default in payment, INTEREUM has the right to repossess merchandise 180 days from the date of the invoice(s). Buyer is responsible for insurance coverage for loss of product due to damage or theft of product beginning when product is received at the job site.
- d. Balances 10 days past due shall bear interest payable to Intereum at a rate of 1.5% per month simple interest.

6. Credit Cards

- a. INTEREUM accepts Visa, MasterCard, and American Express credit cards as a payment option up to \$5,000 per order.

7. Changes, Cancellations, and Returns

- a. The order to which these General Terms apply may not be changed or canceled, nor products returned except in the event of non-conforming goods, in whole or in part, by the Buyer without INTEREUM's written consent.
- b. The Buyer agrees in all respects to the price and terms set forth in the order, and acknowledges that a modification may only be made by a written Change Order signed by both parties.
- c. A written Change Order may include revised product costs, restocking fees and any other associated costs.

8. Shipments, Deliveries, Freight, and Claims

- a. All product shipments are made to INTEREUM or shipped direct from the manufacturer to the end determined by INTEREUM. INTEREUM shall not be held responsible for damages or delays due to an act or circumstance that is outside of INTEREUM's control. Partial shipments may be necessary and are at the discretion of the manufacturer. Freight charges incurred by INTEREUM will be invoiced to Buyer. Claims for transportation damage will be Buyer's responsibility if Buyer receives merchandise directly from the manufacturer.
- b. Periodically a shipping or fuel surcharge may be applied to an order to cover the market fluctuations in fuel prices.

9. Documentation/Drawings/Field Measurements

- a. The contract documents consist of this agreement, a SOW, shop drawings, elevations, pricing and formal line drawings as required to complete the project.
- b. Field measuring may be required prior to shop drawing submission and final plan signoff. Buyer plan review and signoff is required prior to placement of any modular wall, AV millwork, electrical/low voltage installation or custom furniture application. All field verifications will be noted on shop drawings for Buyer signoff.

10. Warehouse Receiving and Storage

- a. If product is shipped to INTEREUM's warehouse, INTEREUM will receive, inspect, and store for 30 days. After 30 days, storage charges may be assessed for product held in INTEREUM's warehouse. Storage fees may be applied if a Buyer jobsite is not ready for a scheduled delivery or the Buyer modifies the schedule after a delivery acknowledgment does not allow INTEREUM to delay product delivery. There are no storage fees for conditions or circumstances related to INTEREUM performance.

11. Postponement Storage and Labor Costs

- a. In the event Buyer requests postponement of agreed upon delivery of goods to Buyer's site, INTEREUM may at its option receive and store product at additional cost to the Buyer, or in the instance of a direct shipment to Buyer, transfer the goods to storage for the Buyer's account and at the Buyer's risk and expense. Such transfer to storage shall be deemed delivery to the Buyer for all purposes, including invoicing and payment for product only.
INTEREUM will bill the published rates listed in this agreement or prevailing industry rates for furniture storage. Buyer's insurance company will be responsible for any loss of product due to theft or damage incurred while product is stored at a Buyer's on-site or off-site facility.

12. Maintenance and Repair; Warrantees

- a. All product is guaranteed according to manufacturer's published warrantees only. Buyer acknowledges receipt of all manufacturer's warranty documentation, cleaning instructions with cleaning product recommendations, and maintenance information, for all products purchased. Buyer further acknowledges that it is responsible for all post-installation cleaning and maintenance of products, that use of unapproved cleaning products or improper cleaning or maintenance practices may void manufacturer's warrantees, and that any post-installation product damage resulting from use of unapproved cleaning products, improper cleaning or maintenance practices, or any other cause is not INTEREUM's responsibility. In no event will INTEREUM be responsible for any post-installation damage to products, whether resulting from Buyer's use of unapproved cleaning products, improper maintenance practices, or other cause. BUYER'S SOLE REMEDY FOR ANY PRODUCT DEFECT OR DAMAGE WILL BE UNDER THE MANUFACTURER'S WARRANTY, IF ANY, AND INTEREUM WILL HAVE NO OBLIGATION TO ASSIST BUYER IN CONNECTION WITH ANY MANUFACTURER'S WARRANTY CLAIMS. In the event Buyer requests INTEREUM to perform any non-warranted repairs or maintenance, INTEREUM will provide those services at its current hourly rate plus applicable trip charges. Unless agreed otherwise, INTEREUM provides a one-year warranty on workmanship of its installers. INTEREUM MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE PRODUCTS OR ITS SERVICES WILL BE FIT FOR ANY PARTICULAR OR UNUSUAL USE. IN NO EVENT WILL INTEREUM BE LIABLE TO THE BUYER FOR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES.

DELIVERY AND INSTALLATION TERMS & CONDITIONS OF SALE

13. Delivery & Installation

- a. The Buyer agrees that the space will be complete and ready for product installation, and that INTEREUM will have free and clear access to the space. The Buyer also acknowledges that they will have official occupancy of the space the product is being delivered to.
- b. INTEREUM will inform Buyer of an estimated date of delivery ("Estimated Delivery Date") when INTEREUM receives an estimated shipping date from its supplier or manufacturer. The Estimated Delivery Date is not a guaranteed delivery date. Buyer recognizes and acknowledges that the Estimated Delivery Date is merely an estimate and is subject to change by INTEREUM or the manufacturer without notice.

14. Electrical/Low Voltage/Network Systems Hookup

- a. Hardwiring to base building electrical and the connection of the panel-to-panel festoon and placement of receptacles is **not included** with INTEREUM's bid and must be supplied at the Buyer's expense by licensed electricians in accordance with state and local regulations.
- b. If the Buyer requires INTEREUM to supply a licensed electrician to make the festoon connections and place the receptacles, all electrician costs will be billed over and above the original installation quote.
- c. Low voltage vendor and coordination will be handled by Buyer unless included in the INTEREUM work order or scope of work.
- d. Access to power, lighting and low voltage will be documented and available.
- e. Adequate network access and permissions will be granted to INTEREUM to properly install and test installed products
- f. As required, Microsoft Exchange, TEAMS, AD or O365 and other collaboration tools permissions will be properly configured and available for installation.
- g. Buyer will provide access and Vendor contacts for PBX, SIP UC and phone systems if required.
- h. Intereum is not responsible for any underground trenching or installation for outside wiring.

15. Installer's Responsibility

- a. INTEREUM's installers will be responsible for clearing all product packing materials from the site, cleaning the furniture they installed, and noting any warranty work or parts needed during a final walk-through inspection with the Buyer.

16. Job Site Conditions

- a. The Buyer will insure at its expense that the job site is ready to accept furniture with construction complete (ceiling grid and tile in, wall covering/paint done, carpet and baseboard finished, electrical/data work done, etc.) and the space free of trades (punch list trades only), as well as clean and free of debris.
- b. The Buyer will insure at its expense that adequate facilities for off-loading, staging, moving, and handling of merchandise are provided.

17. Job Site Services

- a. The Buyer will insure at its expense that electric current, heat/ventilation, hoisting and/ or elevator service will be available at the site.

18. Labor

- a. INTEREUM's ability to erect or assemble furniture or case goods knocked down or to permanently attach, affix, or bolt in place movable furniture is dependent on jurisdictional agreements.
- b. If trade regulations enforced at the time and place of installation require the use of tradesmen at the site other than INTEREUM's own installation personnel or subcontractor, any resulting additional costs will be paid by Buyer.

19. Loss or Damage

- a. After product is delivered to the Buyer's site, any loss or damage by weather, other trades such as painting or plastering, fire or other elements, shall be the responsibility of the Buyer, and the Buyer agrees to hold INTEREUM harmless from loss for such reasons.

20. Normal Business Hours

- a. Delivery and installation work will be performed by INTEREUM's staff during normal business hours--7:00am-3:30pm--Monday through Friday unless other specific agreements are made in writing and included with INTEREUM's proposal.
- b. Installation done after normal business hours, on weekends, or on holidays will be subject to an additional overtime charge and subject to INTEREUM's acceptance, unless such agreement was specifically agreed to in the final proposal.
- c. INTEREUM overtime rates are 1.5X the published hourly rates Monday-Saturday and 2.0X the published hourly rate on Sunday. Any change orders or work order changes must be in writing and signed by both parties prior to performance of any modified services by INTEREUM.

21. Special Packaging

- a. If special packaging or handling is required that is not contained in the specifications, it will be subject to an additional charge that will be set out on INTEREUM's invoice to the Buyer.

22. Staging & Storage Space

- a. If products arrive at the Buyer's site earlier than the Estimated Delivery Date, safe and adequate storage space will be provided by the Buyer. If the space provided is inconveniently located or on another floor, the extra cost of such moving the products will be reimbursed to INTEREUM by the Buyer.

Signature

Signature

Date

Community Development

Quarterly Report of April - June 2023

Economic Development

Bridge Street Corridor:

- The design of the City Hall/Fire Station has continued. This building will hopefully serve as a catalyst for development on the corridor.
- Staff has received messages from multiple developers interested in the 3731 property. Staff are working with our attorneys to finish the title work on the property, and working with Public Works to plan the future roadway extension of Woodbine Street through the property.
- The City took emergency action to secure the Rum River Inn in April, and the property was listed for sale in May. Since the listing, staff have taken deliberate action to be prepared to respond to questions from interested developers and entrepreneurs on the property.

Hwy 47 Corridor:

- Vista Prairie Senior project continues to pursue construction for the senior housing. They submitted a building permit in the first quarter, and MetroWest is reviewing their building plans. The development group is still working on acquiring financing.
- The Patriot Parkway project was rezoned and reguiderd to create better alignment with the property to the north. Staff worked with the interested developers to assemble a plan for the road construction with the goal of construction in 2023. Given the current stage of planning of the developers, the timeline required for public bids and overall cost of the road, the project will be pushed into future years.
- Staff continue to look for grants with the Administration and Public Works departments to pay for the future reconstruction of this corridor.

Farmers Market

- The Farmers Market has had a successful start to the season. The market has carried great attendance by community members over the season with over 200 visitors coming each week. In total, 18 vendors are registered with about 8 – 9 vendors being present each week.



- This project supports local entrepreneurs who are starting to create and sell goods. Of the 18 registered vendors, 6 of the vendors live in St. Francis, and this market is their first place selling their products.

Chamber of Commerce

- Staff have remained active in the Chamber with Jodie Steffes serving as the primary City liaison including attending meeting, partnering on business visits, and volunteering at events.
- Staff volunteered at the St. Francis Area Chamber of Commerce Pioneer Days event on June 3rd as part the parade check in, line up, and clean up.
- Staff hosted a career booth at the St. Francis High School Job Fair to highlight the different career pathways possible in local government.



The SFEDA held one meeting in the second quarter. The City Administrator/EDA Executive Director, Kate Thunstrom, presented on the 2022 Annual Report and recommended approval of real property transfers between the City and the EDA. The EDA also discussed an easement agreement for the dental clinic addition, which will likely need to be renegotiated in 2024 due to the updated construction schedule.

Land Use Development

Staff maintain an ongoing list of all of the platted vacant lots in the City to identify potential future growth and help direct interested builders to areas of the City. To date, there are an estimated 37 lots remaining with water and sewer connections and 31 lots remaining that would be on private well and septic. The total number of vacant lots reduced from 72 in Q1 to 68 in Q2 of 2023.

Residential Development

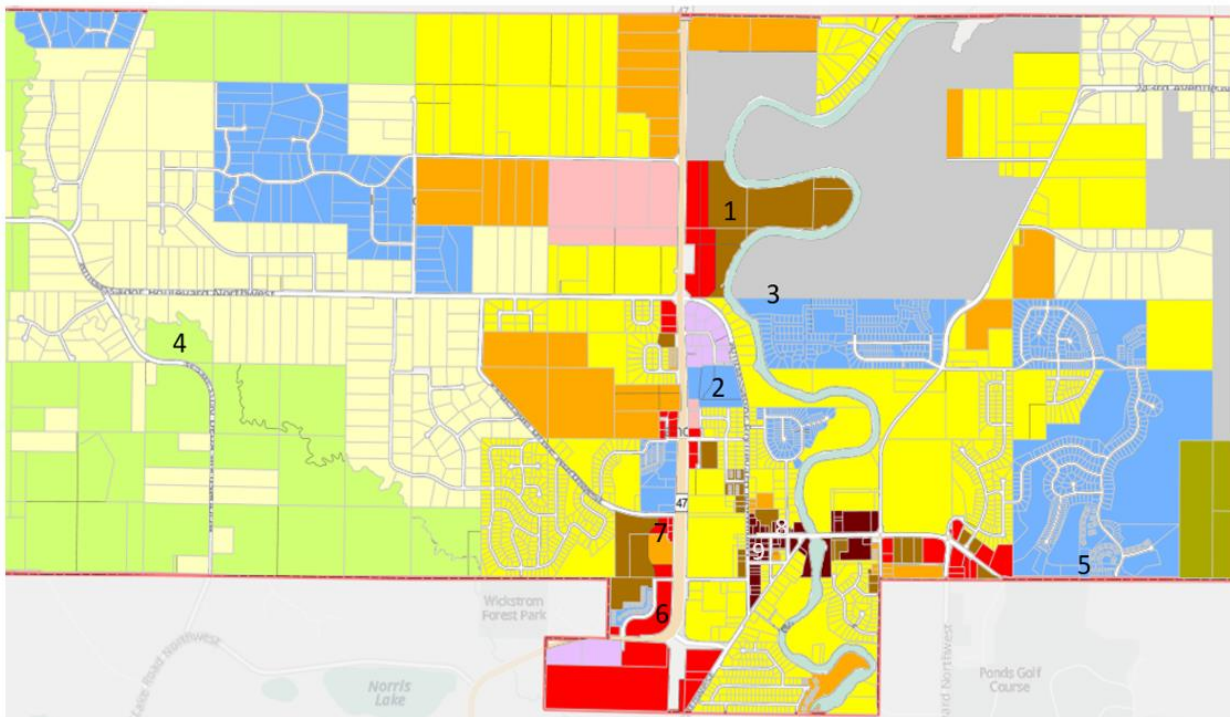
The following developments or construction projects are currently under review:

1. **Bluffs of Rum River** - The Preliminary Plat, Comprehensive Plan Amendment, and rezoning for the Bluffs of Rum River project was completed in 2022. This development will provide 302 additional housing units including single family, villas, townhomes and an apartment building. Staff have continued conversations with the developer through the second quarter. The prospective buyer/developer has had to put together a new equity pool of investors with the change in interest rates and general housing market. The developer representative expects to have an update in early August on next steps. As part of the comprehensive utility plan, staff have continued conversations with the engineering and Public Works teams to plan the most efficient and strategic plan for utilities on the site.
2. **Eagle Point/Vista Prairie - Senior Living Project** – This project completed its final platting and site plan approval process in 2022. Construction was delayed due to lack of access to financing, and a new target date has not been set. The City received a building permit for this project in the first quarter, and it is currently be reviewed by Metro West.
3. **Rivers Edge Development** – Construction of the 6th addition started in the second quarter. This resulted in a few more new construction permits in the second quarter and more are expected in the third quarter.
4. **Serenity at Seelye Brook** – The rezoning and comprehensive plan amendment were approved by Planning Commission and City Council in the second quarter. The preliminary plat of a four-lot subdivision will be presented in the third quarter for review.
5. **Turtle Ponds 6th Addition** – The Planning Commission held a public hearing and recommended approval of a 7-unit subdivision of detached townhomes to serve as a continuation of the Turtles Ponds 4th Addition. The City Council reviewed this development at the start of the third quarter and approved the subdivision, rezoning, and comprehensive plan amendment.

Commercial Development

6. **Dollar General** – The City Council approved an updated plat to Meadows 4th Addition to only create one, northern lot for Dollar General's construction. This allowed for an agreement to be made between the landowner, site developer, and City that met everyone's needs. Staff hope that this process can be replicated for future development of this corner.
7. **Patriot Parkway** – In 2022, staff executed a contract with First Baptist Church to develop a new road, create 3 to 4 commercial lots, and create a new lot for high density residential. Staff continued conversations with the church and interested developers through the second quarter. Given the current stage of planning of the developers, the timeline required for public bids and overall cost of the road, the project will be pushed into future years.
8. **Dental Office** – St. Francis Dental decided to delay the expansion of their office and instead expand their parking area first. In order to expand their parking area, they requested to allow a private parking area as an interim use in the City Code and requested an interim use permit. The IUP was approved in the second quarter and construction is expected in the third quarter.
9. **City Hall/Fire Station** – The City Council approved the site plan for the new City Hall/Fire Station on Bridge Street. This site will be the first, new construction to project to use the design standards for Bridge Street.

Zoning Map with Projects Labelled by Number



Building Department

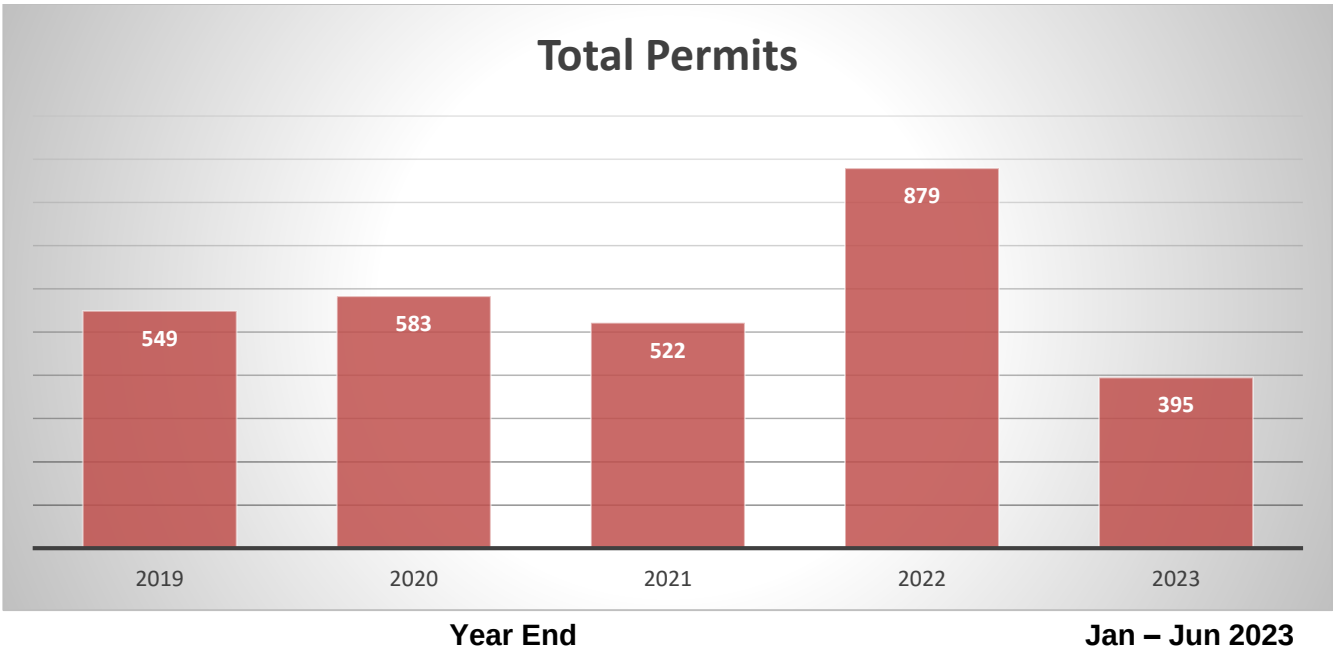
The City issued 5 new construction permits in quarter 2 of 2023. This is behind the Q2 total in both 2021 and 2022 which were 10 and 19, respectively. Staff believe this reduction is due to both market

influence of increased in interest rates and construction cost and the City's lack of buildable l

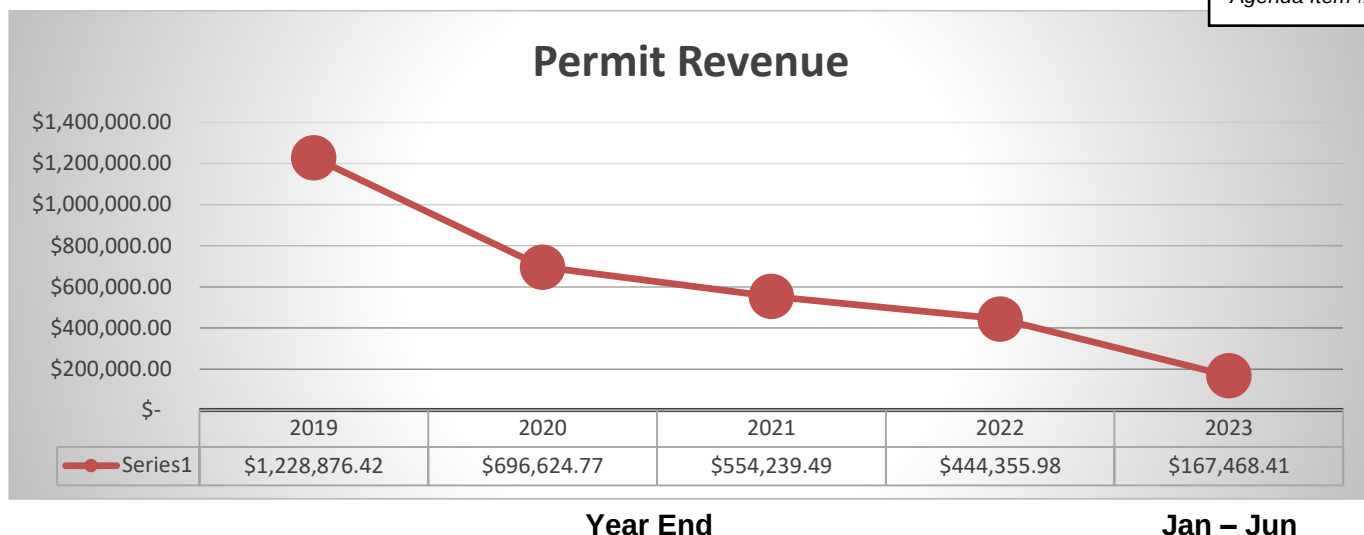
Below identifies the number of new permits for the second quarter compared to year end totals for the previous four years.



The City has processed 395 permits to date. Approximately 95% of these permits were residential, and 86% were over-the-counter permits with a flat fee such as reside, roofs, etc.



Permit revenue is based on both over-the-counter permits and projects that are based on a valuation schedule. All permit costs are identified in the City fee schedule. Fees are utilized to cover expenses of the permit process such as administration, inspections, engineering and planning if necessary. Additionally, Commercial and Septic permits are under contract with Metro West Inspections.



Code Enforcement

Staff continue to respond to code enforce complaints with 34 properties being in active code enforcement this year. The most common violations are for parking in the yard, tarp structures, and junk and debris in yard. Staff also use code enforcement to issue stop work orders and report work being done without a permit. It is important for work to be done with a permit to ensure it meets building safety standards and the City Code requirements are administered evenly to residents.

The City Council did allow for an extension for one property to have additional time to comply with a notice over and above the 30 days set by City Code. The property was 23209 Bridgestone Road, where the following uses were present a nonpermitted business, uninhabitable structure, and outdoor storage. The applicant has been following the compliance timeframe approved by City Council.

Rental and Vacant Program

All rental licenses for addresses ending in odd numbers were up for renewal this year. During the COVID-19 pandemic, the City stopped doing rental inspections for the safety of staff. As a result, staff have decided to inspect all renewals this year prior to an inspection. Most properties have required multiple corrections, and the licenses are taking longer to process this year than in previous years. Staff are looking forward to managing these corrections in BS&A and believe it is streamline the process. The rental program is primarily coordinated by Jodie Steffes with inspections being conducted by Phil Dahlheimer.

The City has 3 reported vacant buildings. The most notable of these is the Rum River Inn, which has been vacant for all of 2023. The City used the vacant code in the second quarter to complete an emergency securing of the property. As the weather turned from winter to spring, interest grew from individuals passing by the property, and it was a safety hazard to the City. The property is now listed for sale.

Planning Commission

The PC met all three months in the second quarter.

In April, the Planning Commission recommended approval of the Comprehensive Plan Amendment and rezoning for the Serenity at Seelye Brook project. They had multiple members of the public speak at the public hearing, and most concerns discussed will be addressed when a preliminary plat application is reviewed. In this meeting, they also recommended approval of City Code changes that were necessary to align with the new Private Development Standards Approved by Council.

In May, the Planning Commission reviewed the code amendment request and IUP application for the dental office parking lot expansion. They also review some code amendments regarding Bridge Street that became necessary adjustments for the district when reviewing the City Hall/Fire Station site plan application. No members of the public were present to speak at either public hearing.

In June, the Planning Commission recommended approval of the Turtle Ponds 6th Addition. A member of the public also spoke during the time for general public comment on the size restrictions for accessory structures. She indicated that she planned to submit a code amendment application. Staff followed up with individual after the meeting and has not received an application to date.

The City Council appointed one new Planning Commissioner, so the commission is now at full capacity.

Administrative

- **BS&A Transition**

Staff completed the requests for information (RFI) from BS&A needed to configure the new system. The RFIs were very time intensive and required high levels of attention to detail. Jodie Steffes and Lisa Stoll took the lead on the effort of generating these materials, and they did an excellent job. The BS&A staff have been congratulatory of their efforts, and they set the department up well for success.

- **Legislative Update**

The MN Legislature passed a large variety of bills that will impact the Community Development Department in their 2023 session. Most notable are the ones listed below. These items will likely require changes to the City Code to meet the new state statutes.

- Managed native landscapes are required to be allowed in all cities in MN. The City of St. Francis currently has requirements for lawns not exceed 6" which will need to be adjusted to allow for native landscapes.
- A religious organization is allowed to establish a community of micro-units of housing on their property for low-income and/or chronically homeless individuals. These units are limited to a maximum size of 400 sq ft. The City of St. Francis code currently has a minimum floor area per unit of 500 sq ft.
- The City Code will need to set standards for cannabis dispensaries before businesses start seeking licenses with the state (around January of 2025).

As for development, the State passed many new requirements that will impact commercial construction significantly related to energy standards and EV-charging. There are also many new funding opportunities available for affordable housing and economic development. Staff are still investigating to see if any of these funding sources would be a good fit for St. Francis.

Staff is also working with the Chamber to find ways to inform our local businesses about some of the legislative updates that will impact them in the near future. These include, but are not limited to:

- Metro area sales tax between 0.75 – 1% to fund transit
- All employees must earn 1 hour of sick and safe leave for every 30 hours worked started January 1, 2024.
- Paid Family and Medical Leave coming late 2025, early 2026

● Streets and Parks

Quarterly Report

July 2023

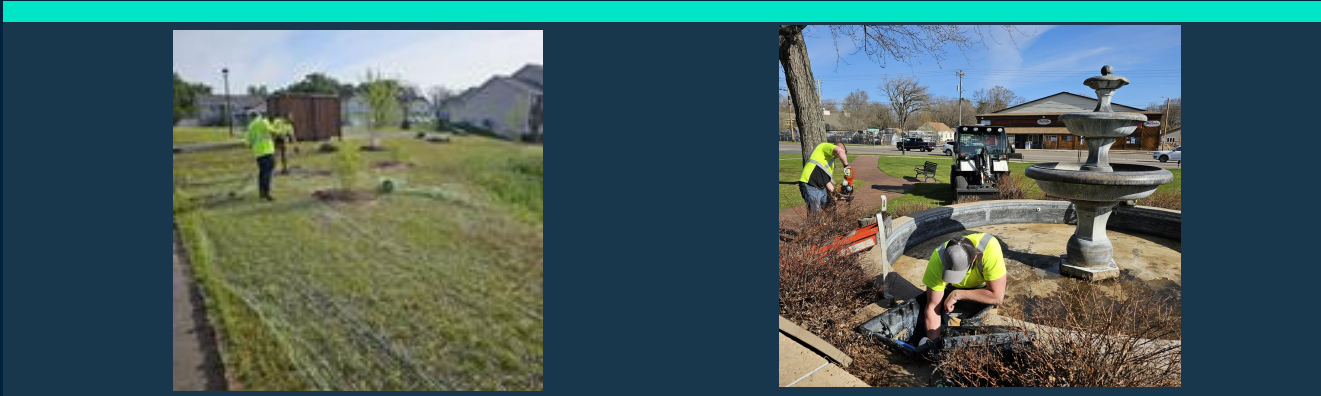


Introduction

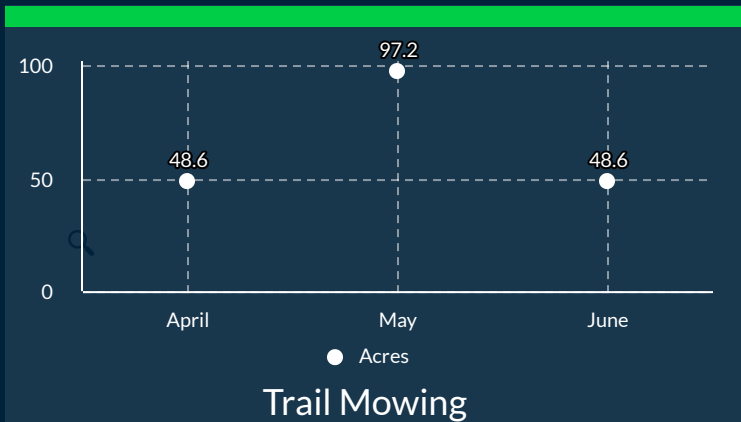
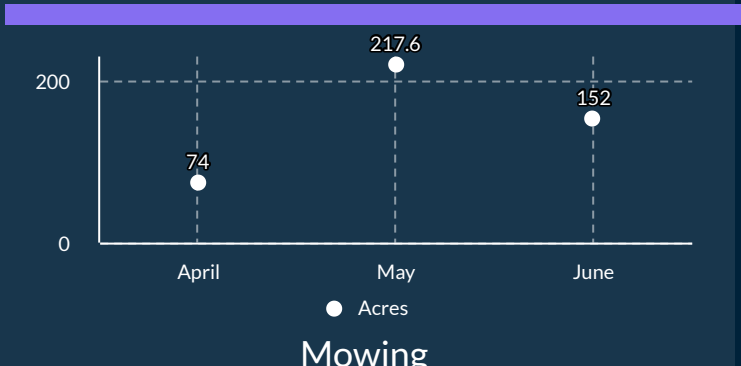
Welcome to the Quarterly Report, where we evaluate our progress and achievements during the second quarter of the year.

This report aims to provide an overview of our departments performance and set the stage for a successful 3rd Quarter.

- With the last month being so dry, staff have been trimming trees and brush which has accumulated to over 140 yards of brush.
- We are in the process of updating the parks maps and online interactive mapping.
- With the addition of the Siwek Park and a nature trail in Smith Lake Park the maps and website are in need of updating.



● 64 events in the park
Parks staff has been assisting with set up and tear down of the farmer's market. With the farmer's market being held at Community Park the park is seeing more use. This has involved more staff time to clean bathrooms and empty trash/recycling containers. Community Park has been rented out almost every weekend including the bathrooms. There was also 130 park inspections preformed during this time



**6,720
pounds of
fertilizer
spread**



Emergency Road Repair



During the spring melt the Seeyle Brook overcame the end of 245th Ave. washing out a section of roadway. 200 ton of 3-to-4-inch rock was placed in the washout. Then it was capped with class 5 gravel.



Equipment Maintenance is important to insure useful life of our assets.

Equipment Maintenance	147 hours
Equipment Repair	128 hours



Gravel Road Maintenance

Staff spread 811 tons or 1,622,000 pounds of class 5 on our gravel roads this spring.

18,400 gallons of calcium chloride was applied to gravels. The chloride aids as a dust suppressant and helps keep the road packed.

112.5 miles of roadway graded.



This past winter was really tough the roads this year so far staff has spread 40,320 pounds of patch.



4020 Building

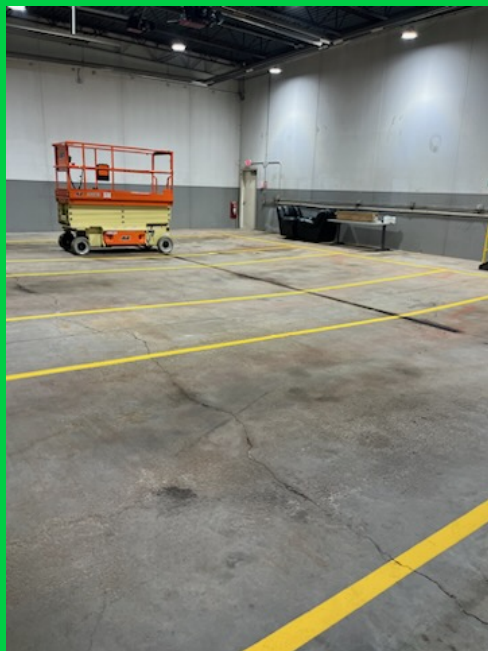
Agenda Item # 11B.

This building is going to be used to temporarily house the fire department. Staff has partnered with a contractor to update this building.



Before

After



Building Maintenance

247 hours



Recycling



St. Francis held its annual Spring Recycling Event on April 29th from 8 a.m. to 2 p.m. This is a larger event that offers free paper shredding to residents and trash drop off. This is the only event of the year the city offers trash drop off due to staffing and high cost. We had 242 vehicles drive through that day which was very equivalent to the previous year. Last year we held all recycle events at the Public Works Facility and it turned out to be a success. We will continue to have the events at Public Works to make it easier for residents to attend.

The organics drop off program continues to grow. We are up to almost 70 people signed up for the free program. We installed a new bag dispenser right next to the organics bin so residents can grab a few bags as they drop off their organics.

We sent out our annual newsletter in April with information on events and tips on recycling. As part of the grant program we are required to send out an annual newsletter as well as other items to promote recycling. We are getting for the next 3 events and also will be partnering with Anoka County to host another Household Hazardous Waste event in the fall.



Stormwater

Agenda Item # 11B.

Annual Training

- Illicit Discharge Mandatory Training - All PW/PD Staff has taken the training in March.

Stormwater Clean-up

- We had Scout Troop 511 come and help us with some volunteer work. They cleaned out a few of our stormwater ponds for PW. They tackled Crocus St/235th Ave NW Storm Pond as well as the 235th LN NW Storm Pond in the Rivers Edge Development. Both were full of debris and refuse from the storms that had recently come through knocking over the neighborhood's trash bins and spreading it all over the place.
- County Market cleaned up all of their SW Ponds and fixed five of their catch basins, as they were deteriorating pretty badly and falling into the basin itself on a few of them.
- PW cleaned out 20-25 catch basins: 225th Ave, 226th Ave, 227th Ave/Ct, 232nd Ave, Vintage St and Stark Dr. Also cleaned catch basins on Roanoke St, 238th, Yakima St, 233rd LN, Salish St, 245th Ave, Variolite, 225th, 226th 227th, Rum River Blvd, Quay St and Silverod St.
- PW cleaned out a culvert near 233rd Ave NW, near Cree St (across the street from Kwik Trip)
- Street Sweeping - It took Allied Blacktop, three days to finish street sweeping the entire city. Total = 95 hours of cleaning.

Approvals/Inspections

- Erosion Control Plan (E.C. Plans) Approvals - 19
 - Ensuring the builders/developers are abiding by the MPCA requirements/State law.
 - Staff will send the E.C. Plan back to the builder for changes, if there are any discrepancies that need to be fixed. Compliance is key!
- New Construction Permits Approvals - 19
 - Once the E.C. Plan is approved, Staff then sign off on the building permit.
- Stormwater Inspections/Violations - 40 inspections (Staff have to readdress the violations to ensure they are compliant.)



WATER & WASTEWATER 2ND QUARTERLY REPORT APRIL-JUNE 2023

Parish Barten
pbarten@stfrancismn.org

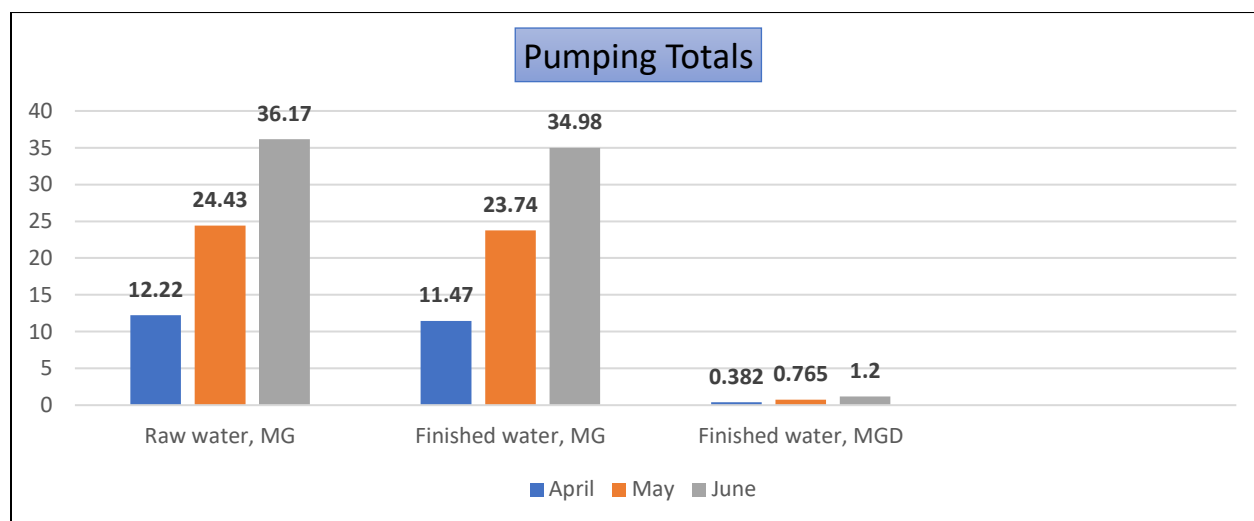


Water and Wastewater 2nd Quarter Report

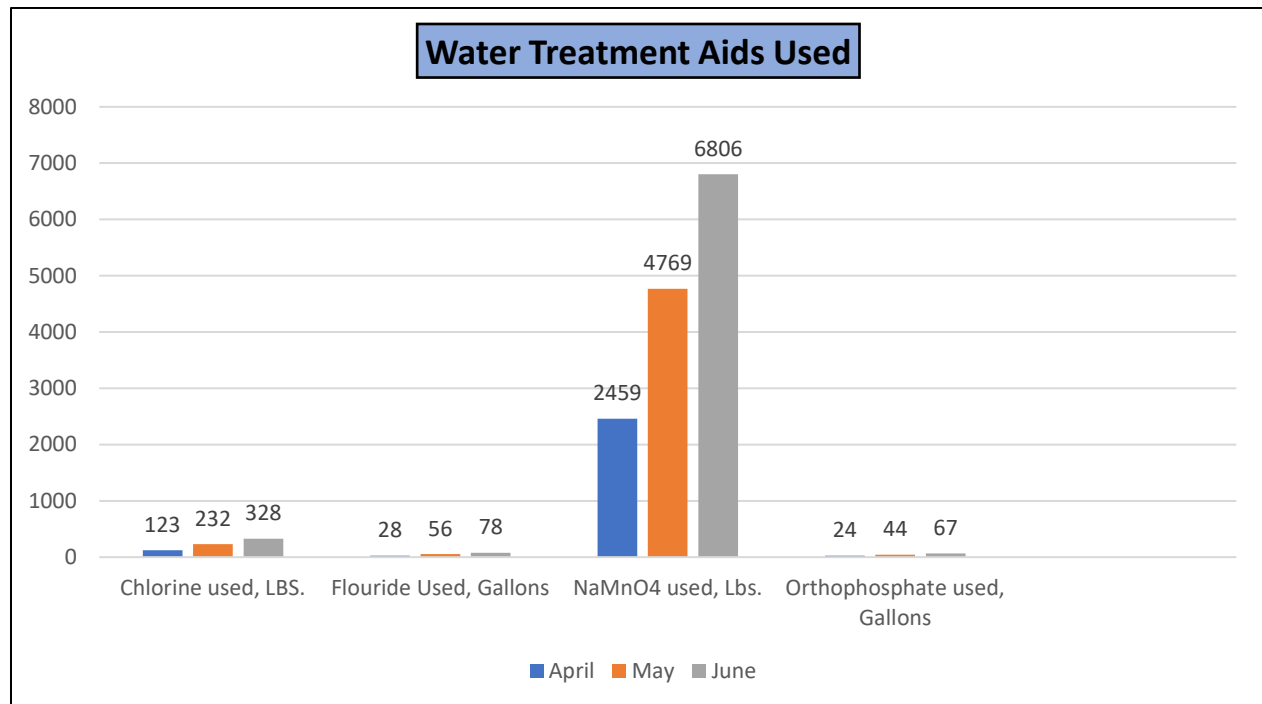
Spring-Summer 2023

To: City Council

Water Treatment Facility Report:



TASK	DESCRIPTION	QUANTITY	UNITS
Inspect Facility Daily	Facility Inspection	62	Inspections
Operational Hours	Hours spent at facility	124	Hours
Calculate Influent and Effluent	Calculate gallons pumped for both influent and effluent.	Daily	Calculation
Calculate Chemicals	Calculate treatment chemicals used daily.	Daily	Calculations
Chemical Adjustment	Adjust chemicals based on lab testing results.	As Needed	Chemical Adjustments
Daily Labs	Perform lab on chlorine, fluoride, orthophosphate, iron and manganese.	300	Labs
Well House	Inspect daily, take readings, drawdowns, and pump runtimes.	91	Inspections
Bacteria Samples	Take set of monthly MDH bacteria samples.	20	Samples Per Set



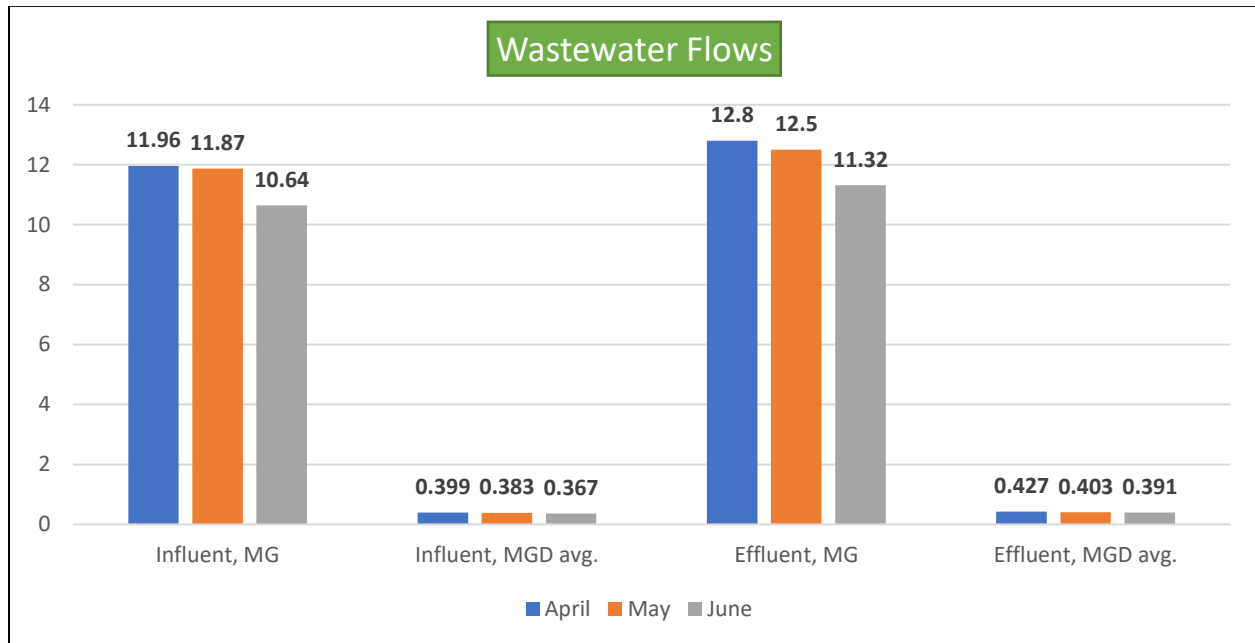
NaMnO4 or Sodium permanganate is used to remove manganese and radium in raw water. Chlorine, Fluoride and Orthophosphate is added to the finished water when leaving the facility.

Water Treatment Facility, Lab results

	Average Chlorine	.74	Mg/l
	Average Raw Iron	1.04	Mg/l
	Average Raw Manganese	.076	Mg/l
	Average Fluoride	.68	Mg/l
	Iron Removal	99	%
	Manganese Removal	87	%

Water Treatment Facility Summary: We continue to see high water demand, because of the lack of rain. Technically, we are classified as being in a severe draught. With that being said, The DNR has not issued a water use reduction order yet, like in 2021. We will keep council informed as the summer rolls along.

Wastewater Treatment Facility Report:



Task	Description	Quantity	Units
Monthly Sampling	Perform required monthly sampling: 8 Influent 29 Constituents); 8 Effluent (50 Constituents; Monitoring wells (25)	216	Constituents
Operational Hours	Hours spent at facility.	496	Hours
Inspect Operations Building	Daily inspection of building.	62	Inspections
Inspect Pre-treatment Building	Daily inspection of building.	62	Inspections
Inspect Tertiary Building	Daily inspection of building.	62	Inspections
D.O Readings	Take Required D.O Readings.	90	D.O Readings
pH Readings	Take Required pH Readings.	90	pH Readings
Inspections	Inspect 8 lift stations daily and calculate pump runtimes.	496	Lift Station Inspections
Daily Lab	Process Control Test	216	Tests

Facility Report: Wastewater Treatment Facility, Lab results

	Influent TSS	242	Mg/l
Limit: (15 mg/l)	Effluent TSS	0	Mg/l
Limit: (85 %)	TSS % Removal	100	% Removal
	Influent CBOD	218	Mg/l
Limit: (15 mg/l)	Effluent CBOD	0	Mg/l
Limit: (85 %)	CBOD % Removal	100	% Removal
	Influent Phosphorus	4.9	Mg/l
Limit: (1 mg/l)	Effluent Phosphorus	0	Mg/l
	Phosphorus % Removal	100	% Removal
	Influent Ammonia Nitrogen	29.1	Mg/l
Limit: (Seasonal) 1.4 mg/l	Effluent Ammonia Nitrogen	0	Mg/l
	Ammonia Nitrogen % Removal	100	% Removal

Summary: The wastewater treatment facility met all MPCA limits this quarter.

Daily task:

Locates	Process Locate Requests	140	Utility Locate Requests
Water/Sewer Connections	Inspect Water and Sewer	0	Inspections
Water Miscellaneous	Work orders: Meter inspections.	0	Work Orders

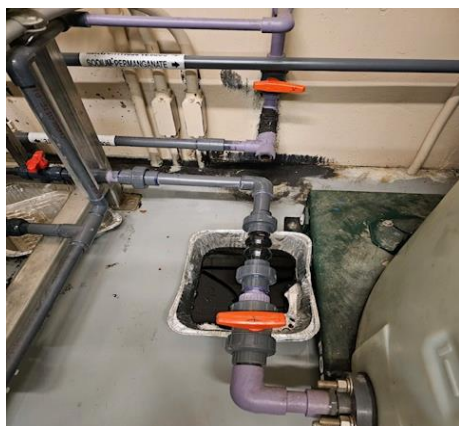
Minnesota Department of Health-related Items:

Lead and Copper samples: Staff completed the collection of twenty, lead and copper samples from random addresses throughout town. The Minnesota Department of Health gives us thirty-five possible addresses, and we have to choose twenty to sample. Once we have the results, we are required to send the site-specific result to the property that was sampled. These samples are required to be done every three years.

Lead and Copper inventory: Staff continues to work on the revised lead and copper rule that is mandated by the EPA and enforced by the Minnesota Department of Health. By October 2024, staff has to submit a complete inventory of all of our water service lines. We should have this completed by June, of this year.

Water Treatment Facility Maintenance:

- **Filter Inspections:** We drained all four filters and inspected the media, which is comprised of anthracite and greensand. Inspections include measuring how much media is in each filter, and inspecting the condition of it.
- **RPZ and Backflow Device Testing:** We had all of our backflow and RPZ devices inspected. This is required to be done once a year by a certified inspector.
- **High Service and Well Maintenance:** this work included oil changed, inspecting packing glands and greasing.
- **Chemical Room Maintenance:** All of the chlorine and fluoride lines were replaced.
- **Reclaim Tanks:** Each year staff cleans each of the three tanks. This removes any buildup of sediment from backwashing
- **Sodium Permanganate Feed Line Repair:**



The picture to the left shows a leak on our sodium permanganate feed. A union joint had crack and was replaced. It is somewhat hard to tell, but the sodium permanganate is a deep purple color.

Water Distribution Maintenance:

- **Hydrant Flushing:** Staff flushed over 400 hydrants. This is done primarily for two reasons. One reason is to rid the water main of any sediment and the second is to make sure that the hydrants are in working order.
- **Hydrant Repair:** Staff had to repair roughly twenty hydrants this year. This can be due to leaking valve seats, upper and lower gasket leaks, etc.



The picture to the left shows a hydrant that was disassembled. The whole extension rod and valve seat was removed and replaced with new.



Before



After

Hydrant painting: Each year, staff paints approximately 40-45 hydrants that have started to age and wear for the worst. You can see from the before and after what a fresh coat of paint does!

Major Water Main and Hydrant Repairs: This repair on Arrowhead started out as a possible homeowner service line leak...



The green, tall grass next to the curbstop and water running down the road are 99.9% of the time, going to be a leak with the service. However, not all things are what they appear!

As the contractor continued to excavate, it was becoming clear that a service line leak might not be the source of water.



After uncovering this bend on the water main, it was discovered that the bolts on mega-lug joint had loosened and the rubber gasket that seals the joint was allowing water to leak from it.

The amount of water leaking was typical of what you will find with a service leak, not a water main leak. Had this 10" joint failed completely, it would have been a whole lot worse!

Couple of theories on how this happened were installation and hydrant flushing. Hydrant flushing creates surges and water pressure variations within the water main, and will always find the weak spot.

Gate Valve Repair:

This repair took place on 227th.



This valve is an isolation valve for the hydrant. During flushing, the hydrant had actually failed, and this valve was closed to perform maintenance on the hydrant.

After the hydrant repair was complete, the valve was re-opened and we discovered water coming to the surface.

We discovered that the bolts on the top bonnet were corroded and loose. This allowed water to push the gasket out and fail.

Public works had a new hydrant and valve to do this repair, so the contractor only had to dig and install.



This is the new gate valve and hydrant ready for installation.

Wastewater

Lift Station Maintenance



Each year, staff performs lift station maintenance. This work can include washing down the lift station and checking/changing oil. Replacing wear rings, transducer cleaning, just to name a few items.

This is one of three fifty-horse pumps at Rivers Edge lift station. These pumps are top heavy and have tendency to tip. John Maki came up with the homemade support to prevent the tipping. Works really good!

Maintenance Items Performed Include:

- Aeration and bio solids blower maintenance. Oil changes, greasing and belt replacement. Performed yearly.
- RPZ and backflow inspections: Required yearly.
- Meter flow testing: Required twice a year.
- Back wash tank clean-out. Performed Yearly.
- Clarifier cleaning, maintenance and rotation. Performed yearly

Internships...

In April, we hosted Paige Aldrich, a student from St. Cloud technical college for a two-week internship at the wastewater treatment facility. This internship is a requirement in order to graduate from the water environmental technologies program. Paige was able to learn how a mechanical facility operates and what the duties of a day-to-day operator would be like.

Award Status....



Earlier this spring, the City of St. Francis Wastewater Treatment Facility was recognized with a Certificate of Commendation for Exceptional Compliance.

In order to achieve this award, you have to have all of the reporting done on time and meet all the limits assigned to the facility.

Way to go staff!

Some Upcoming Projects Include:

- The water tower will be inspected inside the bowl for sediment and any deficiencies. They will be using an ROV, or remote operated underwater vehicle again this year.
- Jetting and televising about 27,000 feet of sewer main in district 3.
- Well # 3 will be pulled for its ten-year maintenance.
- Switching aeration tanks for the year.
- Continue working on our asset management software diamond maps.
- Minor cosmetic painting at the water treatment facility.

Thank you, and have a Great Summer!

St. Francis Water and Sewer