City of St. Francis

CITY COUNCIL REGULAR MEETING
St. Francis Area Schools District Office, 4115 Ambassador Blvd. NW
Monday, August 15, 2022 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 - August 1, 2022
   - B. Bio Solid Pad and Parking Lot Islands
   - C. Agreement with MnDOT
     Resolution 2022-40 Approving a Master Partnership Agreement with the Minnesota Department of Transportation and authorize the City Administrator to execute the agreement.
   - D. Payment of Claims
5. **MEETING OPEN TO THE PUBLIC**
6. **SPECIAL BUSINESS**
7. **PUBLIC HEARING**
8. **OLD BUSINESS**
   - A. Ordinance 299 Addition– Chapter 8 – Section 14 Safety Restrictions on Public Access to Waters or Wetlands, Second Reading
9. **NEW BUSINESS**
   - A. Work Session Request
10. **MEETING OPEN TO THE PUBLIC**
11. **REPORTS**
    - A. Liquor Store Quarterly Report
    - B. Fire Department Monthly Report - July
12. **COUNCIL MEMBER REPORTS**
13. **UPCOMING EVENTS**
    August 17 - Planning Commission @ 7:00 pm
    August 18 - Cone with a Cop @ Police Department 4:30-6:00 pm
    September 6th - City Council Meeting @ 6:00 pm

14. **ADJOURNMENT**
    Councilmember Joe Muehlbauer will attend via Zoom from:
    13971 Celebrate Life Way, Goodyear, AZ 85338
    Councilmember Kevin Robinson will attend via Zoom from:
    117 Lands End Court , Piney Flats , TN 37686

    Join Zoom Meeting
    https://us02web.zoom.us/j/85305464460?pwd=cVZrZjlmNlg3emxJTkQ1eDJrTk1ydz09
    Meeting ID: 853 0546 4460
    Passcode: X7yKSv
    One tap mobile
    +13017158592,,85305464460#,,,,*076760# US (Washington DC)
    +13092053325,,85305464460#,,,,*076760# US

Dial by your location
+1 301 715 8592 US (Washington DC)
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 646 931 3860 US
+1 929 205 6099 US (New York)
+1 346 248 7799 US (Houston)
+1 386 347 5053 US
+1 564 217 2000 US
+1 669 444 9171 US
+1 669 900 6833 US (San Jose)
+1 719 359 4580 US
+1 253 215 8782 US (Tacoma)
Meeting ID: 853 0546 4460
Passcode: 076760
Find your local number: https://us02web.zoom.us/u/kbdaN56fuK

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
St. Francis Area Schools District Office 4115 Ambassador Blvd. NW
August 1, 2022
6:00 p.m.

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**
The regular City Council meeting was called to order at 6:00 p.m. by Mayor Steve Feldman.

2. **ROLL CALL**
Members Present: Mayor Steve Feldman, Councilmembers Joe Muehlbauer, Kevin Robinson, and Sarah Udvig

Members Absent: Councilmember Robert Bauer

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

3. **APPROVAL OF AGENDA**
MOTION BY: MUEHLBAUER SECOND: UDVIG APPROVING THE REGULAR CITY COUCIL AGENDA
Ayes: Udvig, Muehlbauer, Feldman, Robinson
Nays: None
Motion carried 4-0

4. **CONSENT AGENDA**
A. Minutes- July 18, 2022
B. Anoka County to Expand Broadband Services
Resolution 2022-38 Offering Support to Anoka County to Expand Broadband Services in the City of St. Francis
~~C. Woodbury Park Gazebo Railing~~
D. Ambassador Float Agreement- Updated
~~E. Demolition RFP, acceptance and award- 23116 Ambassador Blvd~~
F. Water Wastewater Systems Operator Resignation/ Replacement
G. Erkium Street Encroachment Agreement- Baldwin Family
H. Siwek Park Improvements – Pay Estimate No. 1
I. Payment of Claims

MOTION BY: UDVIG SECOND: ROBINSON APPROVING THE CONSENT

AGENDA ITEMS A, B, D,F, G, H, I.

Ayes: Udvig, Muehlbauer, Robinson, and Feldman
Nays: None
Motion carried 4-0

C. Woodbury Park Gazebo Railing

Mayor Feldman stated Councilmember Robinson had questions on items C and E.

Robinson stated the Woodbury Park gazebo is in need of repairs due to aging. He stated there were two bids, one for over $8,000 and another for over $10,000. He asked where the money is coming from to pay for it.

Public Works Director Paul Carpenter replied $10,000 was set aside last year for the gazebo.

Robinson asked if that was in the Public Works budget. Carpenter confirmed this. Robinson asked if there were more than $10,000 set aside for x items. Carpenter replied no $10,000 was for repairs for the gazebo. Robinson asked if the roof repairs are going to be addressed this year or if that will be coming to Council at some time.

Mayor Feldman replied they started thinking about replacing the roof with maintenance-free materials but are reconsidering. He stated he was a contractor for many years and just retired. He stated an asphalt versus cedar-shake for that gazebo is a completely different look. He stated they didn't want to take away the aesthetics of that gazebo. He stated the cedar shakes are not leaking, they are just graying because they are old. The cedar shakes can last 50 years, they just have to be maintained, every three to five years they need to be power-washed and resealed to maintain the good look to it. He stated they are a great shingle but cedar has a maintenance downside to it. He stated they decided to hold off on the cedar because it is more expensive with the way things are in the construction world these days. He stated they plan to budget for it next year but decided to keep the look with cedar on it because they felt if they went to asphalt it would be maintenance free but the aesthetics wouldn't be the same and people may not like that. He stated the railings are rotting out and are dangerous. He stated he didn't want to take the risk of having someone fall from leaning on them. He stated there is a wedding September 1, 2022 and September 24, 2022. They are going with aluminum maintenance-free white railing. They felt that would be more acceptable to the public versus the shingles on the roof. He stated they are doing it in phases until they have the money and will plan accordingly. He stated they have $10,000 in the budget and are only spending $8,300 to get the railing system done seemed to be the right way to go, that is why they are doing it.

Robinson asked if there was any other Public Works manpower spent on the railing or is another entity installing it. Mayor Feldman replied the contractor is going to be removing the railing and installing the new. He stated there will be some point where to connections to the main post will need some painting or touch-up. He stated Carpenter and his staff will do that with white paint.

Robinson asked if the contractor wouldn't want to do that. Mayor Feldman replied he would charge more for that and the City has people that are more than competent to paint some spots on posts.

Robinson asked if there is money set aside for this from last year and when would it be anticipated to be done. Mayor Feldman replied the problem has been that the materials may be available but not the sub, or the sub and not the materials. He stated it turns out the materials will be available in two weeks but the sub won't be available for a month. They were under the assumption that the weddings were going to be August 24, 2022 and September 1, 2022 but they found out that was an error and now it is September 1, 2022 and September 24, 2022 so their goal is to get the railings done for both weddings.

Mayor Feldman commented he didn't mean to take the floor from Carpenter in this but stated he has been spearheading this whole project from the beginning.

E. Demolition RFP, acceptance and award- 23116 Ambassador Blvd

Robinson asked City Administrator Kate Thunstrom if the money is laid out, does it come back within the sale price, do they recoup some of that. If they have any purchase agreements pending on that piece of property can it be shared with someone. He stated they probably have to hand over an access ready parcel for someone to use. He stated with $26,000 if any of that could be shared or worked out with the potential buy if there is one waiting. If not, where does that money come from. He asked if it comes from the general fund and they have to wait to get reimbursed for it through a sale.

Thunstrom replied this will be on a general fund or the streets fund because the property was acquired for the purposes of a street access point. She stated the City won't be selling it. She stated the 3731 property off of Bridge Street was to develop this would be the secondary access to increase the number of units in that development. She stated the cost associated with it are the City's responsibility because it is being used for a street development and not reselling for a residential or commercial purpose.

Muehlbauer asked if makes that land more valuable. Thunstrom replied it makes the center of the property more valuable for the 3731 for the redevelopment purposes but these were funds that had to be accounted for in the budget, not anticipating to get reimbursed.

Mayor Feldman commented in discussing it through the process it makes it more sellable to have two access points.

Robinson replied he understood, he was just worried about the cost. He stated it was a shame it was such a nice structure and research was done as far as getting it moved and it is so tall that it is cost prohibitive but what a waste of good lumber.

Mayor Feldman added, on top of it, he thought the guy had put new siding and a new roof on it and new windows.

Thunstrom replied he took some of the siding and doors with him when he sold it to the City. Right now, it is boarded up and doesn't look very pleasant. She stated inside it is down to the framing and is pretty much gutted. She anticipated less for demolition cost because of how much has been removed. She stated it is a sign of the times as far as how much this project is costing the City. She stated she was expecting $5,000-$8,000 cheaper.

Mayor Feldman asked if there was anyone interested in that property today and moving forward with it. He asked if not, could they wait to take it down until some correction in the economy happens in year that could make the price better. Thunstrom replied as it sits as a vacant structure they would be putting themselves at a liability, and it is against City ordinances, so they would be saying the City could do that but residents can't.

Mayor Feldman replied they can't do that, they never do that.

Thunstrom continued she thought it is the City's best interest to get it down, there is no guarantee the price would be cheaper in a year or two but to wait that long would be putting the City at risk.

Mayor Feldman replied what is good for the residents is good for the City.

MOTION BY: ROBINSON SECOND: MUEHLBAUER APPROVING THE CONSENT AGENDA ITEMS C, E.

Ayes: Udvig, Muehlbauer, Robinson, and Feldman
Nays: None
Motion carried 4-0

5. MEETING OPEN TO THE PUBLIC

Michael Preimer, of East Bethel, Minn., explained he was asked to attend the meeting to tell Council about his Eagle Scout project. He stated he is re-purposing *Star Tribune* newspaper boxes into Free Little Libraries to be placed at schools in the school district.

Mayor Feldman asked what it takes to do that. Mr. Preimer explained the process of converting the boxes and that he hosted a book drive where he received 949 books.

Mayor Feldman asked how big the boxes were. Mr. Priner explained the size. Mayor Feldman asked how many boxes he got. Mr. Priner replied three, one for each elementary school. Mayor Feldman asked if it was Mr. Priner's idea. Mr. Priner replied yes. Mayor Feldman asked if they are done and going into place. Mr. Priner replied they are going into place tomorrow.

Mayor Feldman stated that is fantastic. He asked if Mr. Priner has any other things he has done or other projects he has lined up. Mr. Priner replied no.

Mayor Feldman replied that is pretty good. He stated he appreciated the initiative it has taken to get that done and those books will get done. Mayor Feldman thanked Mr. Priner for coming and sharing with Council.

Mayor Feldman asked if there was anyone else. Deputy City Administrator/City Clerk Jenni Wida replied there is a group from Northrup Grumman.

Thunstrom stated they could speak now or wait until the Ordinance is discussed. Mayor Feldman replied that might be better.

Mayor Feldman asked if there was anyone else. Wida replied no.

6. SPECIAL BUSINESS – NONE

7. PUBLIC HEARINGS – NONE

8. OLD BUSINESS – NONE

9. NEW BUSINESS

A. Comprehensive Plan Amendment - Platinum Land Resolution 2022-39 A resolution approving a comprehensive plan amendment at 23925 St. Francis Blvd NW and authorizing submission of the amendment to the Metropolitan Council for review.

City Planner Beth Richmond gave a presentation on the Comprehensive Plan Amendment for the Platinum Land Development project. She stated the discussion tonight is about the location of the general land uses themselves. She stated the site layout and design of the area is something that will be reviewed in the future with a future application.

Mayor Feldman stated he sees that some of the concepts that were brought, that this plan follows is changing, accordingly. Richmond replied correct, the entire idea of the amendment to the Comp plan does generally follow off the idea of the concept Council saw back in January.

Mayor Feldman asked if the 20 acres of commercial that will be reduced to the small site that was talked about in the concept, how does that relate for loss for homes. In other words, if they were talking about 300 homes at one time, what are they talking about for potential, now that it has through medium density instead of high density.

Richmond replied she didn't have those numbers in front of her. She stated the original plan Council saw showed a reduction for only having commercial in the southwest corner. At that time they were proposing about 300 units, which is what it is planned to stay at. She stated the pieces of the concept plan to now haven't changed much but she didn't have the numbers of what that translated into.

Mayor Feldman referenced statements about the public having concerns about the types of housing. Richmond replied it was mainly about the design of the roadways and how those move through the site and the location of where exactly each type of housing would go on the site. She stated those are things that will be decided at a later time. At this time the entire site is residential, they are not discussing the layout.

Mayor Feldman asked for Council feedback.

Robinson commented he attended the Planning and Zoning meeting where this was discussed and he had no comments at this time.

MOTION BY: MUEHLBAUER SECOND: UDVIG APPROVING RESOLUTION 2022-39 APPROVING THE COMPREHENSIVE PLAN AMENDMENT TO REGUIDE A PORTION OF THE PROPERTY AT 23925 ST. FRANCIS BLVD FROM COMMERICAL, HIGH DENSITITY RESIDENTIAL, AND MEDIUM/HIGH DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL WITH CONDITIONS AND FINDINGS OF FACT AS PRESENTED BY STAFF AND TO AUTHORIZE SUBMITTAL OF THIS AMENDMENT TO METROPOLITIAN COUNCIL FOR FINAL REVIEW.

Ayes: Udvig, Muehlbauer, Robinson, and Feldman
Nays: None
Motion carried 4-0

B. <u>Interim Ordinance- THC Products - First Reading Ordinance 298 - Interim Ordinance Prohibiting the Sale, Testing, Manufacturing and Distribution of THC Products, First Reading</u>

City Administrator Thunstrom gave a presentation on request from Staff to adopt an interim emergency ordinance allowing Staff to react and update codes in regard to the new THC products and the laws.

Mayor Feldman stated he read it and thought it was a good idea. He stated he thought a moratorium, taking time to get this right because it is a new law, new rule is a good idea. He asked if Assistant City Attorney Dave Schaps had anything to add.

Schaps replied the only thing he would add is that other cities have been looking at this as well. He stated the emergency ordinance is for up to 12 months. He stated if there are new codes or ordinances, or if the State comes up with further guidance that amount of time could be reduced. At this point Council would have 12 months to study this issue and then come back with a regulatory scheme.

Mayor Feldman asked for Council comment.

Udvig asked if it is correct that as it stand now if someone were to come and open a store, the City would not be making any revenue off of those sales. Schaps replied that is correct.

Muehlbauer commented his concern is a missed opportunity as far as revenue. He stated it sounds like the biggest issue is that the ordinance has to be in place to generate the revenue. He agreed with Udvig that the revenue from that wouldn't be the City's. He stated it is coming and there is nothing that can be done about it. He thought it could be somewhat divisive among certain groups of people as far as whether it should be legal or not in the first place. He suggested doing whatever can be done sooner rather than later to not miss an opportunity as far as getting the revenue into the City because it is something that is going to be here. He stated it isn't something that can be stopped and people are going to go elsewhere. He asked if the Liquor Store could maybe be part of it but thought maybe it can't because of the muni part of it.

Mayor Feldman replied it can't. Schaps added per state law currently it can't be sold at the liquor store.

Mayor Feldman commented it sounds like they need to know a lot more before making any decisions.

Muehlbauer commented he wondered if it will take 12 months because he wouldn't want to see it take longer than necessary if it can benefit the City as far as the licensing. He stated that it will be employment if it is prohibited and how that will be handled. He stated it is legal in Arizona where he has been working but he didn't know how it works there.

Robinson asked if the study will take a full 12 months and is this something that Staff already has a full work load and if there is a timeframe for getting starting. Thunstrom replied she didn't think it will take full year. She stated there are a lot of cities enacting this ordinance in the last two weeks. She stated they have all realized there are personnel policies, zoning policies, licensing policies and it is stepping back internally to look at where this belongs. She stated if tobacco licensing is referenced, there are perimeters in there that she thought this will be reflective of. She stated when it comes to enforcement will the PD be required to do testing, some of the same overlays with licensing, it is going to fall along the same lines but it is a different department that is overseeing it. She stated they are waiting for the State to give more. She thought the surrounding cities will begin to release ordinances and will help guide Staff to see others dealing with some of these shops. She stated they step back and see how some of the pieces unfold so they don't react too prematurely.

Robinson asked if Council could be updated in three or six months on this. Thunstrom confirmed this. She added updates can be included in the off-week memos also as to what is being seen in the industry.

Robinson replied that would be fine. He stated it is disheartening when the Legislature says they didn't know it was in there and seemed surprised they voted for it. He asked if there are any vendors in town currently that this would effect directly. Thunstrom replied she wasn't aware of any.

Robinson asked Police Chief Todd Schwieger what the Minnesota Police Federation have to say about this. He stated he reads the off-week reports regarding other substance use such as meth and cocaine. He stated he wasn't against people engaging in activities as long as it didn't impact the health, safety and wellbeing of others.

Schwieger replied everyone is waiting for further guidance either from the League of Minnesota Cities or the County Attorney's office. He stated the County Attorney's office has jurisdiction and is going to be prosecuting many of these misdemeanor offenses that are in place. He stated there is a lot of gray area right now and everyone is trying to buy time to ensure they in line with the County Attorney and prosecuting office if these regulations are violated. He stated there is no good guidance from anyone at this time. He stated last week he was in a meeting and the Anoka County Attorney's office will be issuing guidance soon so they can start moving forward with that.

Robinson stated there is a detection issue and an issue of whether employers can detect it with their employees. He stated when erratic drivers are pulled over, law enforcement wouldn't know why. He stated people can do what they want in their own home, whether legal or illegal that is their business, until they are caught, but knowing for detection of people who are taking this and is not known for sure.

Schwieger replied if it is a driving offense they will take a look at that and investigate it the same way they would now. He stated there would an issue with testing that is unknown now how that gets done specifically.

Robinson commented he didn't think this is an infringement on anyone's personal rights or wellbeing to take a year. He agreed with Muehlbauer that people are going to do what they want and this is something that goes on already. He stated he supported it.

Muehlbauer asked about the enforcement and if that has to do with local law enforcement going into these dispensaries and testing the content. Schwieger replied right now with their compliance check, similar to tobacco or alcohol, the department would make sure the business is following the State regulations for the sale of the product. As far as the testing of it he was fairly certain they would need probable cause to start testing products but they haven't gotten guidance from the State or County.

Muehlbauer stated THC stays in the system longer that other things and asked if the situation of DUI if law enforcement had any advances in this kind of thing, or throughout the country because it has been legal in a lot of places for a long time. Schwieger replied he isn't very familiar with that yet but it would be based on showing impairment and determining what is in the system. He stated there are processes in place for testing for THC in Minnesota so he thought it would be a similar process.

Muehlbauer asked how impairment is determined. Schwieger replied there are certain tests they could do that are different than alcohol that would give them indications of what products are impairing the person's ability to drive.

Mayor Feldman commented it sounds like the State is relying on counties and cities to work out the gray areas.

Muehlbauer commented it sounds like a political move.

Mayor Feldman commented he didn't think there was a choice but to go this route. He thanked Staff for checking into this issue and hoped it could be done in less than a year while getting it right.

MOTION BY: ROBINSON, SECOND: MUEHLBAUER TO ADOPT INTERIM ORDINANCE THC PRODUCTS-FIRST READING ORDINANCE 298- INTERIM ORDINANCE PROHIBITING THE SALE, TESTING, MANUFACTURING AND DISTRIBUTION OF THC PRODUCTS, FIRST READING.

A roll call vote was performed:

Mayor Feldman	aye
Councilmember Robinson	aye
Councilmember Udvig	aye
Councilmember Muehlbauer	aye

Motion carried 4-0

Agenda Item # 4A.

Mayor Feldman commented he really wished the State would work out these bugs before handing it down to the City.

C. Restricted Water Ordinance 299 - Adding section 14 to Chapter 8 of the City Code - Safety Restrictions on Public Access to Water or Wetlands, First Reading

City Administrator Thunstrom reviewed the Staff report regarding an ordinance addition regarding to public access and water. She stated a group from Northrop Grumman is here to answer any questions.

Mayor Feldman commented he and Thunstrom went out and had a tour of Northrop Grumman. He stated he is supportive of this because he has seen the facility himself and they are doing some great work out there.

Todd VanSlyke, 23100 Sugarbush Road, stated he appreciated Council entertaining this. He stated they are very safety conscience on the site and without this ordinance, at times they are protecting their own employees far more than the public who venture onto the site. He stated they could access the pond and then get close to their operations.

Mayor Feldman commented a stray bullet could hit something, a facility, and they are dealing with ammunitions and could lead into a much bigger catastrophe that they don't want to see happen.

Katie Crosby-Lamen, the attorney for Northrop Grumman, stated she was available to answer questions. She thanked Council for considering this tonight.

Steve Rauschendolfer, an employee of Northrop Grumman, 23100 Sugarbush Road, stated they didn't want people wandering into a hazardous or dangerous zone because some of the operations on site could have some sort of safety incident such as a fire or explosion. He stated doing something to keep people out of those zones was important to them. He stated they have worked with the Police and Fire teams to bring them on site through tours so they understand the different hazard zones on the property.

Mayor Feldman commented this isn't to take something away from the public but actually to help the public and the company be safe. He stated there are some areas, this is one of them, that they shouldn't go into. He stated they are doing a great job for our National defense and are dealing with ammunitions. He stated one stray bullet of some sort or someone being at the wrong place at the wrong time could create a catastrophe the City doesn't want to deal with and they don't want anyone getting hurt. He stated the tour was very impressive. He asked for Council comment.

Robinson asked if this has been a problem in the last several years and is that why it has come to light and is that why it is being enhanced with an ordinance. Mr. VanSlyke confirmed this.

Robinson asked if they currently have security and surveillance in the areas they are concerned with.

Mr. VanSlyke replied they have 400 perimeter signs around the site warning people not to trespass and warning of the danger. He stated the most recent case an individual called and said they have access rights to the water and they are going to. He stated that is what started this because where the individual enters the water is right next to the road and probably stays out of the safety zones. He stated he has access to anywhere on the water and could venture very close to the property. He agreed with Thunstrom that it doesn't always end there, the individual could shoot a duck or something and go up on the property and things could get worse.
Robinson asked if there is a security group or entity on the property that responds to something like that.

Mr. VanSlyke replied they could be the first response, they have a contract security group who guards the facility 24/7.

Robinson asked if they work in conjunction with the local police department. Mr. VanSlyke replied yes.

Ms. Crosby-Lehman added, plus the DNR.

Mr. VanSlyke replied in the past they have been the first point of contact but a lot of the times people are reasonable and understood they are putting themselves at risk and the problem worked itself out. He stated there has been a recent individual who has pushed that and is searching for something hard in the rules that says this area is unsafe for him or her to access.

Robinson asked if that is what this ordinance will do for them. Mr. VanSlyke confirmed this.

Robinson asked if it will enhance any activity the City Police Department will have to do now, will there be any changes. Or will they still have people responding from the Northrop Grumman team and will they contact the law enforcement if need be. He asked if there has been anyone protesting against what they are doing. Mr. VanSlyke replied no, it was just hunting requests. He stated they are working with the DNR when there is trespassing.

Robinson thanked them for coming and representing the company.

Mayor Feldman commented they say an ounce of prevention is worth a pound of cure and this ordinance is the ounce of prevention and gives them some guidance through an ordinance to tell that one person who may not follow the rules as well as they should that they can't do that.

Muehlbauer commented he heard about the tour and was a little disappointed he wasn't in town for that. He stated it sounds like something he would like to do at some point. He stated the way the property is set up, there is some fencing, and asked if where the pond is if they are not able to close it off.

Mr. VanSlyke replied they are in the process of updating all the fences. They are going from three wire to five wire. He stated this particular pond is so close to the road they can't put a legal fence there so there are signs along the edges as carefully as they can of the warning.

Muehlbauer commented he supported the ordinance but was curious as far as how they also regulate a property if it is outside of the property line to prohibit the public. He stated it sounds like it is not a huge issue with many people but is with this individual.

Udvig thanked them for coming tonight. She stated her questions were similar to Robinson. She stated she thought this is necessary at this point and if one person is doing it others may come. She stated for the safety of the employees and the public, this needs to be done.

Mayor Feldman commented laws aren't made for the people who obey them, they are for those who don't obey. He stated there is always one individual who drives recklessly on the road or does something stupid while hunting or whatever. He stated there are many hunters out there that are responsible but there is always that one out there that will take the extra yard or extra step they shouldn't. He stated this will give some protection. He stated he understands this has been going on for quite a while. He hoped this will help and give the public guidance on what they can and can't do and help the police.

MOTION BY UDVIG, SECOND MUEHLBAUER TO ADOPT A RESTRICTED WATER ORDINANCE 299- ADDING SECTION 14 TO CHAPTER 8 OF THE CITY CODE- SAFETY RESTRICITONS ON PUBLIC ACCESS TO WATER OR WETLANDS, FIRST READING.

A roll call vote was performed:

Councilmember Robinson	aye
Councilmember Muehlbauer	aye
Councilmember Udvig	aye
Mayor Feldman	aye

Motion carried.

Mayor Feldman asked them to keep up the good work. He noted Muehlbauer could sign up to tour and they probably wouldn't mind it at all. He stated it is a good tour.

Ms. Crosby-Lahman stated she could let Community Development Director Colette Baumgardner know when there is a tour if anyone is interested.

Mayor Feldman replied that would be great.

10. MEETING OPEN TO THE PUBLIC – NONE

11. REPORTS

A. Department Reports

Mayor Feldman asked Community Development Director Colette Baumgardner how her first two weeks were. Baumgardner replied it has been a good experience so far and she has really enjoyed it. She stated the first week was a whirlwind where she met everyone. The second week she got to know the development application projects. She stated she was hopeful that in the next few weeks she would be able to get to know the Councilmembers better and their vision for the community.

Mayor Feldman replied he was sure she had a lot on her plate. He stated she told him she had some folders on her desk that Thunstrom dropped off. Baumgardner replied they moved from the bottom of her desk to a cabinet.

Mayor Feldman commented former City Administrator Joe Kohlmann did the same thing to Thunstrom when she started. He stated he guessed that is how they pass the baton here. He added City Planner Beth Richmond, Staff, and Council are always there to support.

11. COUNCILMEMBER REPORTS

Muehlbauer reported he was happy to be in town, tomorrow with Night to Unite, and seeing everyone out. He stated other than that he has been out of town for quite some time.

Udvig reported she will be at Night to Unite as well. She stated she is looking forward to meeting people at the park and getting input from residents. She thanked Michael for coming tonight. She stated she saw his post asking for books so she reached out to him and his mom. She stated Eagle Scout is a big accomplishment and this is his final project before he reaches Eagle Scout so she asked him to come. She also gave a shout out to the Ambassadors who have been busy going to parades, carnivals and festivals. She thanked them for their service to the community.

Robinson reported he attended the Planning and Zoning meeting two weeks ago. He welcomed the new superintendent and asked him to introduce himself to Council. He stated in the past the relationship with City and ISD has been there but wanted it to be more. He stated they share a lot of property lines, building space, roads and highway 47. He stated they are expecting big things but with an open extended hand to say hi and thanked him for coming. He stated he came to the Planning and Zoning meeting and introduced himself there. He stated Council is glad he is there and hope he has an open mind. He stated it is two entities that have never really gelled but there is a lot to be gained from both sides if someone would take the time and follow through which has been a big deficit in the past.

Carsten Anderson thanked Council for what they do for the community. He stated he just started on July 1, 2022 so he understands Baumgardner. He stated he loves living and working in a school district. He stated he comes from Red Wing where there was a focus on helping students become career ready through hands-on experiences in classrooms, relevant coursework, and strong internships within the community. He stated they want to make the school district even better by collaborating with each of the cities in the school district. He invited Council to call or email with questions or suggestions. He stated he was looking forward to getting to know each of them.

Mayor Feldman commented when they first came into administration in 2017 they were told by the chairman of the board at that time that what is good for the City is good for the school district and vice versa. He stated they believe in that and hope that with Mr. Anderson coming on board that will come to fruition.

Mr. Anderson agreed, adding that he gets that strong sense from a lot of different people that the only way to have the strongest community is to work together.

Mayor Feldman commented they have learned over the years that when people are looking for a city to move to, whether moving into an existing home or new residential area, they look at three things: school district, parks and trails, and amenities of that city. He stated Mr. Anderson is right up there with the draw factor to the City as well as what they are doing.

Mr. Anderson replied those are three of the reasons why he chose to live and work in the school district. He stated he wants to be a part of that effort.

Mayor Feldman reported that after two years, Poppy Street is finally going to start on August 8, 2022, next Monday, give or take for weather. He asked about the sprinklers, that people have sprinkler systems on their properties on Poppy Street, they will be relocated through this process by the contractor. City Engineer Craig Jochum confirmed this.

Mayor Feldman asked they should be marked. Jochum replied it would be helpful but it is a week or two before that. Mayor Feldman replied he has five or six himself.

Jochum stated they will be sending letters later this week about sod and the driveway issues.

Mayor Feldman asked if where the culverts are, they are going to be removed and at leveling out of the land will be to the sidewalk. Jochum replied past the sidewalk.

Mayor Feldman commented he gets a lot of questions about that. He stated that it is going to be closed to through traffic for at least two weeks, maybe three depending on weather. Police Chief Todd Schwieger replied they allowed a month.

Mayor Feldman asked if it is correct that there would be a period of time after the curbs are poured, seven days before sidewalks or anything else can be done. Jochum replied before they can enter their property. Mayor Feldman stated seven days, so they have to find alternative spots to park. Jochum confirmed this.

Mayor Feldman stated the neighbors asked if there could be patrolling a little more frequently from the Police Department in that area as they park outside with their vehicles. Schwieger replied absolutely.

Mayor Feldman stated that was one big concern a couple of the neighbors brought up because they won't be able to access the driveways at all because of the lips of the driveways will be poured cement and need to cure. He asked if letters have been sent out. Jochum confirmed this.

Mayor Feldman asked if a gentleman named Joe Mansick had reached out to anyone about the 229th project. He stated he may have spoken to Shane. Jochum replied he may have contacted the inspector.

Mayor Feldman stated they are fully open and transparent on everything they do with the City. He stated if residents have a question they should call the City before they go on social media to find answers to questions. He stated they will not find answers on social media. He stated they will find the right answers by talking to the right people at City Hall. As he said in the newsletter that is coming out, anyone residents contact in any department, if they don't answer and a message is left, they will get back to the resident promptly. That is something they have always said they will do, have always done for six years, and will continue to do. He stated they do nothing behind closed doors. He stated the only time this Council goes into a closed door session is when they are talking about employment issues which is guided by State law. He stated otherwise they are pretty much open and transparent which is the platform they had in 2017 and have stayed true to that all the way until now and into the future. He stated he wished that the public would realize that social media will not give them the answers they need. The City will give the answers they need, that they request for and it is their job as a customer service business to do that. He stated it may not be the answer residents want to hear but it will be a truthful, vetted answer giving them as much knowledge as they can passed on to them by the guidelines the City has to follow through Mn/DOT, the Mn/DNR and the State regulations the City has. He stated even though they are a charter city versus a statutory city, they still have situations where the State gives guidelines they wish they wouldn't but there is no choice. He wanted on record so the public understands that the City is there to serve them to the best of their ability and they would rather have them communicate directly rather than on social media. He stated over the last six years he has seen the headaches that social media creates for the City. He quoted Robinson for every 30 minutes spent on social media, give the City 15 minutes face to face and they will get a solution or answer they can work with.

Mayor Feldman reported he will be at Night to Unite tomorrow and hoped the weather stays good. He stated it will be warm and hoped people drink a lot of fluids. He stated there will be food trucks and a lot of events. He asked if Robinson will be having is neighborhood event. Robinson replied they will be cancelling theirs this year because people were busy.

Mayor Feldman commented that Night to Unite is a good event to come to and there are a lot of activities besides the food trucks. He stated police and fire have been doing a great job working on that. He stated it has been in planning for months, since February and now it is going to be August 2, 2022 tomorrow. He commented the summer has gone fast. He reported the primary elections are coming up and if there are any questions, talk to City Clerk Jenni Wida and she will give the directions on what to do during that time frame on August 9, 2022. He stated the next Council meetings are on August 15, 2022 and September 6, 2022. He welcomed Baumgardner again and stated Public Works Director Paul Carpenter is getting in to his job and will continue to do that. He stated the building committee met today on the City Hall/ Fire Station that they are in the planning stages for. He stated they have a good committee and are asking a lot of questions and getting a lot of answers. He stated he was proud and happy with that.

13. UPCOMING EVENTS

August 2, 2022 – National Night Out – Community Park– 4:00 p.m. to 7:30 p.m.
August 9, 2022 – Primary Elections
August 15, 2022 – City Council Meeting – 6:00 p.m.
September 6, 2022 – City Council Meeting – 6:00 p.m.

14. ADJOURNMENT

There being no further business, Mayor Feldman adjourned the regular City Council at 6:54 p.m.

____
Jennifer Wida, City Clerk

CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator

FROM: Paul Carpenter, Public Works Director

SUBJECT: Bio Solid Pad and Parking Lot Islands

DATE: 8-15-2022

OVERVIEW:

Staff has identified that it would be beneficial to remove the concrete islands in the rear parking lot of the Police and Public Works Building. It will make it quicker for winter maintenance and easier on the equipment.

Since the Wastewater Treatment Plant went online staff has been storing processed bio solids on asphalt millings until ready to be land applied. What we have found is that in the loading process rocks and other debris are also being combined with the bio solids. This is making field application difficult. The creation of this 40x60 asphalt pad will eliminate foreign (e.g. rocks, sticks, leaves) debris being added to the bio solids. It is crucial to have a flat level surface because the consistency of the material is very difficult to scoop and this will make loading easier. The addition of this pad will reduce staff time each year for loading and maintaining the sight for bio solid storage.

ACTION TO BE CONSIDERED:

Authorize and accept the bid from Erickson Asphalt in the amount of **$12,277.40**

BUDGET IMPLICATION:

Part of this will be paid for out of the Sewer Operations and Maintenance Budget. The other part will be paid for out of the Streets Operation and Maintenance Budget.

Attachments:

- Quotes from Extreme Asphalt
- Quotes from Erickson Asphalt

EXTREME ASPHALT INC
490 261st ave nw
Isanti, MN 55040 US
763-439-9809
jasonstauffer78@gmail.com

Estimate

ADDRESS
City Of Saint Francis 23340 Cree St. Saint Francis, Mn 55070

ESTIMATE #	DATE	
1486	07/20/2022	

ACTIVITY	QTY	RATE	AMOUNT
Waste water treatment plant			
Asphalt Paving per plan Install a 2” thick 30x60 asphalt pad on top of class5 materials placed by others. Option 2 to install 40 x 60’ area 2” thick $7,300.00	1	4,950.00	4,950.00

TOTAL **$4,950.00**

Accepted By

Accepted Date

"Named One of the Top 50 Pavement Contractors in the USA!"

pavement Magazine
June 2002-2015

Licensed and Insured

ERICKSON ASPHALT
PAVING • PATCHING
SEALCOATING • CONCRETE

Princeton, MN 55371
Phone: (763) 389-5267
Fax (763) 389-9988
Info@ericksonasphalt.com
www.ericksonasphalt.com

Proposal Submitted To: **CIty of St Francis**	Date: **July 29, 2022**	Estimate No.: **28910**
Attn: **Jeremy Shook**	Email: **jshook@stfrancismn.org**	Ph1: **763-233-5201**
Property Name:	Job Name:	
Address: **4058 Saint Francis Blvd NW St Francis, MN 55070**		

SCOPE OF WORK

Grade and Pave:

Approx: 2400 Sq Ft. 40x60 pad

1) Finish Grade as Needed
2) Install Class 7 to obtain final finish grade
3) Pave with hot mix mv3 Vibratory Roll to 3" Compacted Average

Remove and Replace

Approx. 800 Sq Ft.

1) Remove existing concrete islands , haul debris off site and dispose **saw cut edges square**
2) Install C7 Conbit recycled asphalt/concrete as needed
3) Roll base to compaction
3) Pave with Hot Mix Asphalt **mv3**
4) Roll to 3" compacted average

All of the above work to be completed in substantial and workmanlike manner for the total of $12,277.40 Terms: 1/3 Down, 1/3 to base crew, remainder due upon completion of job. Any unpaid balance will accrue at 1.5% per month. Good for 15 days.

Erickson Asphalt Services, Inc. agrees to carry Workmans' Compensation and Public Liability Insurance, also to pay all Sales Taxes, upon the material furnished under this contract, as required by the United States Government and the State in which the work is performed. Erickson Asphalt Services, Inc. agrees to complete outlined work in a workmanlike manner in accordance to standard construction practices. All agreements are contingent upon delays beyond the control of Erickson Asphalt Services, Inc. Erickson Asphalt Services, Inc. has the right to refuse to accept any proposal.

I have read the contract terms and conditions on the back of this proposal. By signing this proposal, I acknowledge agreement to all of the stated contract terms and conditions.

Will Swanson (763-260-0255)

Signature of Owner Date | Signature of Contractor Date

Please Sign and Return to accept this Proposal • We accept these major credit cards

EXTREME ASPHALT INC
490 261st ave nw
Isanti, MN 55040 US
763-439-9809
jasonstauffer78@gmail.com

Estimate

ADDRESS
City Of Saint Francis 23340 Cree St. Saint Francis, Mn 55070

ESTIMATE #	DATE	
1487	07/20/2022	

ACTIVITY	QTY	RATE	AMOUNT
Public works building			
Services Removal of 2 concrete islands with concrete 10x40' pads poured thru the middle. Cut asphalt around perimeter. Remove and dispose of off site Compact class 5 Install 3" MNDOT spec hot asphalt	1	7,250.00	7,250.00

TOTAL **$7,250.00**

Accepted By

Accepted Date

City of St. Francis

CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator

FROM: Craig Jochum, City Engineer

SUBJECT: Agreement with MnDOT

DATE: August 15, 2022

OVERVIEW:

Attached is a copy of a proposed master partnership contract between the Minnesota Department of Transportation (Mn/DOT) and the City of St. Francis. The Master Partnership Contract provides a framework for Mn/DOT and Local Agencies to provide services and payment to each other. A few MnDOT provided routine services are included in the contract on Exhibit A. More specifically the City has used this agreement in the past to contract some material testing services that are required on state aid projects.

Execution of this agreement does not obligate the City to any of the services provided. To move forward with the agreement Council must approve the attached resolution and authorize the City Administrator to execute the agreement and forward the resolution and executed agreement to MnDOT.

ACTION TO BE CONSIDERED:

Consideration to adopt Resolution 2022-40 Resolution Approving a Master Partnership Agreement with the Minnesota Department of Transportation and authorize the City Administrator to execute the agreement.

BUDGET IMPLICATION:

None at this time

Attachments:

- RESOLUTION 2022-40 - A RESOLUTION APPROVING A MASTER PARTNERSHIP AGREEMENT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION
- MASTER PARTNERSHIP AGREEMENT

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

RESOLUTION 2022-40

A RESOLUTION APPROVING A MASTER PARTNERSHIP AGREEMENT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION

WHEREAS, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS: the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write "work orders" against a master contract would provide the greatest speed and flexibility in responding to identified needs.

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

1. That the City of St. Francis enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the City Council.

2. That the proper City officers are authorized to execute such contract, and any amendments thereto.

3. That the City Administrator is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City Administrator may execute such work order contracts on behalf of the City of St. Francis without further approval by this City Council.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 15th DAY OF AUGUST 2022.

APPROVED:

ATTEST:

____
Steven D. Feldman, Mayor

____
Jennifer Wida, City Clerk

MnDOT Contract Number: 1050329

STATE OF MINNESOTA
MASTER PARTNERSHIP CONTRACT

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the "State" and the St. Francis City, acting through its City Council, in this contract referred to as the "Other Party."

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a "road authority" as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a "Work Order" contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Contract

1. Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms

1.1. **Effective Date**: This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State's Authorized Representative.

1.2. **Expiration Date**. This Contract will expire on June 30, 2027.

1.3. **Exhibits**. Exhibit A is attached and incorporated into this agreement.

1.4. **Work Order Contracts**. A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

1.5. **Survival of Terms**. The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.

1.6. **Sample Work Order**. A sample work order contract is available upon request from the State.

1.7. **Definition of "Providing Party" and "Requesting Party"**. For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. "Requesting Party" is defined as the party requesting the other party to perform work under a work order contract. "Providing Party" is defined as the party performing the scope of work under a work order contract.

2. Technical Services

2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.

2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).

2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.

2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.

2.4. **Payment Basis**. Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring a Work Order Contract

3.1. **Work Order Contracts**: A party may request the other party to perform any of the following services under individual work order contracts.

3.2. **Professional and Technical Services**. A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services "means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task." Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

3.3. **Roadway Maintenance**. A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.

3.4. **Construction Administration**. A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.

3.5. **Emergency Services**. A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.

3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

4.1. **Terms Applicable to ALL Work Order Contracts**. The terms in this section 4.1 will apply to ALL work order contracts.

4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.

4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.

4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.

4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.

4.2. **Additional Terms for Roadway Maintenance**. The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.

4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.

4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.

4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.

4.3. **Additional Terms for Construction Administration**. The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.

4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.

4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.

4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.

4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.

4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.

4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.

4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.

4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.

4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.

4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.

4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:

a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.

b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.

c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.

d. All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.

5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).

5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.

5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.

5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).

5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

6.1. In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

7.1. **Consideration**. The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.

7.2. **State's Maximum Obligation**. The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed $500,000.00.

7.3. **Travel Expenses**. It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

7.4. Payment

7.4.1. **Generally**. The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.

7.4.2. **Payment by the Other Party**.

a. The Other Party will make payment to the order of the Commissioner of Transportation.

b. IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.

c. Remit payment to the address below:

MnDOT

Attn: Cash Accounting

RE: MnDOT Contract Number 1050329W[XX] and Invoice Number: 00000[#####]

(see note above)

Mail Stop 215

395 John Ireland Blvd

St. Paul, MN 55155

7.4.3. **Payment by the State**.

a. Generally. The State will promptly pay the Other Party after the Other Party presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.

b. Retainage for Professional and Technical Services. For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

9. State's Authorized Representative and Project Manager

9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.

9.2. The State's Project Manager will be identified in each work order contract.

10. Other Party's Authorized Representative and Project Manager

10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.

10.2. The Other Party's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

11.1. **Assignment**. Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.

11.2. **Amendments**. Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

11.3. **Waiver**. If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.

11.4. **Contract Complete**. This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability

12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

13.1. Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

14.1. **Government Data Practices**. The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.

14.2. **Intellectual Property Rights**

14.2.1. **Intellectual Property Rights**. The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes “Documents.” Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party’s ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. **Obligations with Respect to Intellectual Property**.

a. **Notification**. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

b. **Representation**. The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

15.2. **Covered Contracts and Contractors**. If the Contract exceeds $100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

15.3. **Minn. Stat. § 363A.36**. Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

15.4. **Minn. R. Parts 5000.3400-5000.3600**.

15.4.1. **General**. Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

15.4.2. **Disabled Workers**. The Contractor must comply with the following affirmative action requirements for disabled workers:

a. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

e. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

15.4.3. **Consequences**. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

15.4.4. **Certification**. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers' Compensation

16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. Publicity

17.1. **Publicity**. Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. **Data Practices Act**. Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

18.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. Prompt Payment; Payment to Subcontractors

19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. Minn. Stat. § 181.59.

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

21. Termination; Suspension

21.1. **Termination by the State for Convenience**. The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.2. **Termination by the Other Party for Convenience**. The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.3. **Termination for Insufficient Funding**. The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

22.1. Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Other Party consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Other Party to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

24.1. NONE

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OTHER PARTY

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

By: ____

Title: ____

Date: ____

By: ____

Title: ____

Date: ____

COMMISSIONER OF TRANSPORTATION

By: ____

Date: ____

Title: ____

COMMISSIONER OF ADMINISTRATION

By: ____

Date: ____

Source Code	Title	Description
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2855	Bridge Inspection Direct Support	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
2847	Bridge Poured/ Relief Joint Seal	All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance).
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.

Source Code	Title	Description
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1802	Construction Surveying	Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying
2106	Crack Sealing	All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.
3023	Elec Comm Eq Rep - Miles	
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
1800	Field Inspection	All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project related activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the construction project Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met.
1040	Final Design Surveys	All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys base map or DTM.
0601	Gen Training Preparation - Delivery	Use for time, materials, and travel expenses when developing or delivering training. includes course preparation, designing materials, and managing training records.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.

Source Code	Title	Description
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
2660	Misc Revenue	Used only by Office of Financial Management for billing and deposit transactions and to record payments to the department for gravel sold to contractors and others.
2822	Miscellaneous Bridge Maintenance	Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes work on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
2406	Plowing & Material Application	Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals using mobile equipment. Includes changing cutting edges during event and related traffic control.
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3007	Radio/Electronic System Engineering	Use for design of microwave, radio and miscellaneous electronic systems.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.

Source Code	Title	Description
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct sheer, permeability and triaxial tests.
1879	State Furnished Materials	Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation.
1738	State Project - Specific Materials Inspection	Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related technical services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review of shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT. Use with

Source Code	Title	Description
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1500	Traffic Mgt System Maintenance	Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp meters, cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for maintenance activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
1870	Traffic Signal Maintenance	Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.

City of St. Francis

CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator

FROM: Darcy Mulvihill, Finance Director

SUBJECT: Payment of Claims

DATE: August 15, 2022

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are $175,797.92 plus any additional bills that are handed out at council meeting.

Other Payments to be approved:

Debt service payments –$1,155,781.45

Direct Transfers from Previous Month-$214,806.59

Credit Card Payment-$15,194.22

Manual Checks-N/A

ACTION TO BE CONSIDERED:

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

BUDGET IMPLICATION:

City bills

Attachments:

- 08-15-2022 Packet List-$175,797.92
- 08-15-2022 Debt Service-$1,155,781.45
- 08-15-2022 ACH Payments-$214,806.59
- 08-15-2022 Credit Card-$15,194.22

CITY OF ST FRANCIS

*Claim Register©

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Claim Type

Claim# 15402 *AASE, BRENT & REBECCA*

Cash Payment	G 601-22200 Deferred Revenues	REFUND ACCT#4814	$215.12
Invoice .08102022-2			

Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $215.12

Claim Type

Claim# 15432 *ADVANCED GRAPHIX INC*

Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	PD CAR GRAPHICS	$125.00
Invoice 209664			

Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $125.00

Claim Type

Claim# 15401 *AIRGAS NORTH CENTRAL*

Cash Payment	E 101-43100-217 Other Operating Supplies	CYLINDER RENTAL INVOICE	$14.40
Invoice 9990099658			
Cash Payment	E 101-43210-217 Other Operating Supplies	CYLINDER RENTAL INVOICE	$14.40
Invoice 9990099658			
Cash Payment	E 101-45200-217 Other Operating Supplies	CYLINDER RENTAL INVOICE	$14.40
Invoice 9990099658			
Cash Payment	E 601-49440-217 Other Operating Supplies	CYLINDER RENTAL INVOICE	$14.40
Invoice 9990099658			
Cash Payment	E 602-49490-217 Other Operating Supplies	CYLINDER RENTAL INVOICE	$14.41
Invoice 9990099658			

Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $72.01

Claim Type

Claim# 15350 *ALLINA HEALTH PHARMACY*

Cash Payment	E 101-42210-217 Other Operating Supplies	RX 6-0745754 06/13/2022 SFFD	$210.09
Invoice .08082022			

Transaction Date 8/8/2022 Due 8/8/2022 CASH 10100 **Total** $210.09

Claim Type

Claim# 15431 *ANOKA COUNTY TREASURY DEPT*

Cash Payment	E 101-42110-218 Equipment Repair & Maint	PMMN4486A BATTERY	$106.50
Invoice AR020080			
Cash Payment	E 101-42110-311 Contract	JUNE 2022 LANGUAGE LINE	$78.28
Invoice AR020068			
Cash Payment	E 101-42110-311 Contract	2ND QTR STATE ACCESS FEE	$180.00
Invoice AR020058			

Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $364.78

Claim Type

Claim# 15400 *ASPEN MILLS*

Cash Payment	E 101-42110-437 Uniform Allowance	UNIFORMS - CHANTHAPANYA	$793.15
Invoice 298302			
Cash Payment	E 101-42110-437 Uniform Allowance	UNIFORMS-CHANTHAPANYA	$75.85
Invoice 297965			

Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $869.00

Claim Type

Claim# 15349 *BERNICK COMPANIES, THE*

Cash Payment	E 609-49751-252 Beer For Resale	BEER	$515.95
Invoice 363290			

Transaction Date 8/8/2022 Due 8/8/2022 CASH 10100 **Total** $515.95

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*Claim Register©

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Claim Type

Claim# 15433 *BLOOMER, PATRICIA*

Cash Payment	E 101-41410-100 Salaries	PRIMARY ELECTION-2022 JUDGE HOURS	$135.00
	Invoice .08092022		

Transaction Date 8/11/2022 Due 8/11/2022 CASH 10100 **Total** $135.00

Claim Type

Claim# 15442 *BOYD, DAWNETTE*

Cash Payment	E 101-41410-100 Salaries	PRIMARY ELECTION 2022 JUDGE HOURS	$255.00
	Invoice .08092022-9		

Transaction Date 8/11/2022 Due 8/11/2022 CASH 10100 **Total** $255.00

Claim Type

Claim# 15348 *BREAKTHRU BEVERAGE*

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	$74.07
	Invoice 345153725		
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR	$5,063.41
	Invoice 345153725		
Cash Payment	E 609-49751-253 Wine For Resale	WINE	$312.00
	Invoice 345153725		
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC	$91.00
	Invoice 345153725		

Transaction Date 8/8/2022 Due 8/8/2022 CASH 10100 **Total** $5,540.48

Claim Type

Claim# 15399 *BURY, GABRIELLE*

Cash Payment	G 601-22200 Deferred Revenues	REFUND ACCT#5942	$139.76
	Invoice .08102022-1		
Cash Payment	R 603-37400 Storm Water Fees	2022 STORMWATER PAYMENT	-$60.00
	Invoice .08102022-1		

Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $79.76

Claim Type

Claim# 15441 *CATHERS, THERESE*

Cash Payment	E 101-41410-100 Salaries	PRIMARY ELECTION 2022 JUDGE HOURS	$90.00
	Invoice .08092022-8		

Transaction Date 8/11/2022 Due 8/11/2022 CASH 10100 **Total** $90.00

Claim Type

Claim# 15428 *CEDAR CREEK BAKING COMPANY*

Cash Payment	E 101-42110-441 Miscellaneous	OFFICER SWEARING IN CEREMONY	$88.50
	Invoice .08102022-9		

Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $88.50

Claim Type

Claim# 15342 *COUNTY MARKET - CITY ACCOUN*

Cash Payment	E 101-42210-212 Motor Fuels	FUEL - JULY CHARGES	$536.65
	Invoice .07312022		

Transaction Date 8/4/2022 Due 8/4/2022 CASH 10100 **Total** $536.65

Claim Type

Claim# 15346 *CRYSTAL SPRINGS ICE*

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	$4.00
	Invoice 9000209		
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	$4.00
	Invoice 9000261		

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Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC ITEMS $103.80
Invoice 9000261
Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC ITEMS $167.60
Invoice 9000209
Transaction Date 8/8/2022 Due 8/8/2022 CASH 10100 **Total** $279.40

Claim Type
Claim# 15341 *D & G RECYCLE*
Cash Payment E 101-43210-439 Recycling Days TIRE RECYCLING $188.75
Invoice 5587
Transaction Date 8/4/2022 Due 8/4/2022 CASH 10100 **Total** $188.75

Claim Type
Claim# 15355 *DAHLHEIMER DIST. CO. INC.*
Cash Payment E 609-49751-252 Beer For Resale BEER $12,694.63
Invoice 1629886
Cash Payment E 609-49751-255 N/A Products N/A $50.40
Invoice 1629886
Transaction Date 8/8/2022 Due 8/8/2022 CASH 10100 **Total** $12,745.03

Claim Type
Claim# 15398 *DEAN, JESSE & CHRISTINE*
Cash Payment G 601-22200 Deferred Revenues REFUND ACCT#5778 $35.10
Invoice .08102022
Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $35.10

Claim Type
Claim# 15440 *DENNING, MELISSA*
Cash Payment E 101-41410-100 Salaries PRIMARY ELECTION 2022 JUDGE HOURS $270.00
Invoice .08092022-7
Transaction Date 8/11/2022 Due 8/11/2022 CASH 10100 **Total** $270.00

Claim Type
Claim# 15439 *DROZDIK, MARLENE*
Cash Payment E 101-41410-100 Salaries PRIMARY ELECTION 2022 JUDGE HOURS $165.00
Invoice .08092022-6
Transaction Date 8/11/2022 Due 8/11/2022 CASH 10100 **Total** $165.00

Claim Type
Claim# 15356 *ECM PUBLISHERS, INC.*
Cash Payment E 101-41400-351 Legal Notices Publishing PUBLIC ACCURACY TEST PUBLICATION $32.25
Invoice 904159
Cash Payment E 101-41400-351 Legal Notices Publishing AUGUST 17 PH 23925 ST FRANCIS $64.50
Invoice 905383
Cash Payment E 101-41400-351 Legal Notices Publishing ORDINANCE 298 $247.25
Invoice 905382
Transaction Date 8/8/2022 Due 8/8/2022 CASH 10100 **Total** $344.00

Claim Type
Claim# 15408 *EHLERS & ASSOCIATES*
Cash Payment E 101-41540-301 Auditing and Acct g Servic COUNTY AUDITOR FEES $3,875.00
Invoice 90736
Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $3,875.00

Claim Type
Claim# 15407 *ERICKSON, MATTHEW & KIMBERL*

Cash Payment G 601-22200 Deferred Revenues REFUND ACCT#4570 $80.45
Invoice .08102022-3
Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $80.45

Claim Type
Claim# 15406 *FOLDS OF HONOR*
Cash Payment E 609-49750-447 Donations JULY DONATION $266.25
Invoice .08102022-3
Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $266.25

Claim Type
Claim# 15438 *GERLACH, REBECCA*
Cash Payment E 101-41410-100 Salaries PRIMARY ELECTION 2022 JUDGE HOURS $135.00
Invoice .08092022-5
Transaction Date 8/11/2022 Due 8/11/2022 CASH 10100 **Total** $135.00

Claim Type
Claim# 15340 *GOPHER STATE ONE-CALL*
Cash Payment E 602-49490-442 Gopher State IT SERVICES $45.22
Invoice 2070759
Cash Payment E 601-49440-442 Gopher State IT SERVICES $45.23
Invoice 2070759
Transaction Date 8/4/2022 Due 8/4/2022 CASH 10100 **Total** $90.45

Claim Type
Claim# 15404 *GRAINGER, INC.*
Cash Payment E 601-49440-229 Project Repair & Maintena PROJECT MAINT. $150.12
Invoice 9400746401
Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $150.12

Claim Type
Claim# 15357 *HARRIS, INC*
Cash Payment E 601-49440-311 Contract SEMI-ANNUAL CONTRACTED SERVICES $593.66
Invoice b550006
Cash Payment E 602-49490-311 Contract SEMI-ANNUAL CONTRACTED SERVICES $593.66
Invoice b550006
Cash Payment E 101-43100-311 Contract SEMI-ANNUAL CONTRACTED SERVICES $593.67
Invoice b550006
Cash Payment E 101-45200-311 Contract SEMI-ANNUAL CONTRACTED SERVICES $593.67
Invoice b550006
Cash Payment E 609-49750-311 Contract SEMI-ANNUAL CONTRACTED SERVICES $593.67
Invoice b550006
Cash Payment E 101-42210-311 Contract SEMI-ANNUAL CONTRACTED SERVICES $593.67
Invoice b550006
Transaction Date 8/8/2022 Due 8/8/2022 CASH 10100 **Total** $3,562.00

Claim Type
Claim# 15354 *INDIAN ISLAND WINERY*
Cash Payment E 609-49751-253 Wine For Resale WINE $732.00
Invoice 4650
Transaction Date 8/8/2022 Due 8/8/2022 CASH 10100 **Total** $732.00

Claim Type
Claim# 15353 *ISD #15*
Cash Payment E 101-42110-221 Vehicle Repair & Maintena CAR 221 MAINTENANCE $63.75
Invoice 9053

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Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	CAR MAINTENANCE - CHIEF S.	$163.55
Invoice 9062			
Transaction Date 8/8/2022	Due 8/8/2022 CASH	10100 **Total**	$227.30

Claim Type

Claim# 15352 *JOHNSON BROS WHLSE LIQUOR*

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	$25.08
Invoice 2109039			
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	$7.00
Invoice 2109040			
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR	$1,049.36
Invoice 2109039			
Cash Payment	E 609-49751-253 Wine For Resale	WINE	$180.00
Invoice 2109040			
Transaction Date 8/8/2022	Due 8/8/2022 CASH	10100 **Total**	$1,261.44

Claim Type

Claim# 15344 *JRS APPLIANCE*

Cash Payment	E 101-43210-439 Recycling Days	RECYCLING EVENT	$195.00
Invoice 107761			
Transaction Date 8/4/2022	Due 8/4/2022 CASH	10100 **Total**	$195.00

Claim Type

Claim# 15339 *LUSH LANDSCAPE & IRRIGATION*

Cash Payment	E 609-49750-401 Repairs/Maint Buildings	BUILDING REPAIRS/MAINT	$2,580.00
Invoice 190320			
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	BUILDING REPAIRS/MAINT	$490.00
Invoice 190321			
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	BUILDING REPAIRS/MAINT	$562.50
Invoice 190322			
Cash Payment	E 101-43100-401 Repairs/Maint Buildings	BUILDING REPAIRS/MAINT	$562.50
Invoice 190322			
Cash Payment	E 101-43100-401 Repairs/Maint Buildings	BUILDING REPAIRS/MAINT	$490.00
Invoice 190321			
Cash Payment	E 101-42110-401 Repairs/Maint Buildings	BUILDING REPAIRS/MAINT	$490.00
Invoice 190321			
Cash Payment	E 601-49440-401 Repairs/Maint Buildings	BUILDING REPAIRS/MAINT	$562.50
Invoice 190322			
Cash Payment	E 602-49490-401 Repairs/Maint Buildings	BUILDING REPAIRS/MAINT	$562.50
Invoice 190322			
Cash Payment	E 601-49440-401 Repairs/Maint Buildings	BUILDING REPAIRS/MAINT	$490.00
Invoice 190321			
Cash Payment	E 602-49490-401 Repairs/Maint Buildings	BUILDING REPAIRS/MAINT	$490.00
Invoice 190321			
Transaction Date 8/4/2022	Due 8/4/2022 CASH	10100 **Total**	$7,280.00

Claim Type

Claim# 15415 *MARTIN-MCALLISTER*

Cash Payment	E 101-42110-305 Medical & Testing Fees	PUBLIC SAFETY ASSESSMENT - OFFICER CHANTHAPANYA	$600.00
Invoice 14772			
Transaction Date 8/10/2022	Due 8/10/2022 CASH	10100 **Total**	$600.00

Claim Type

Claim# 15361 *MCDONALD DIST CO.*

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Cash Payment E 609-49751-252 Beer For Resale BEER $123.50
Invoice 644186
Cash Payment E 609-49751-252 Beer For Resale BEER -$1,216.56
Invoice 644221
Cash Payment E 609-49751-251 Liquor For Resale LIQUOR $675.00
Invoice 644182
Cash Payment E 609-49751-252 Beer For Resale BEER $12,463.20
Invoice 644183
Transaction Date 8/8/2022 Due 8/8/2022 CASH 10100 **Total** $12,045.14

Claim Type
Claim# 15414 *MCDOWALL COMPANY, INC*
Cash Payment E 601-49440-311 Contract ROOFING INSPECTIONS $705.57
Invoice .08102022-4
Cash Payment E 602-49490-313 Sample Testing ROOFING INSPECTIONS $705.57
Invoice .08102022-4
Cash Payment E 101-43100-311 Contract ROOFING INSPECTIONS $705.57
Invoice .08102022-4
Cash Payment E 101-45200-311 Contract ROOFING INSPECTIONS $705.57
Invoice .08102022-4
Cash Payment E 609-49750-311 Contract ROOFING INSPECTIONS $705.57
Invoice .08102022-4
Cash Payment E 101-42110-311 Contract ROOFING INSPECTIONS $705.57
Invoice .08102022-4
Cash Payment E 101-42210-311 Contract ROOFING INSPECTIONS $705.58
Invoice .08102022-4
Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $4,939.00

Claim Type
Claim# 15413 *METRO WEST INSPECTIONS SER*
Cash Payment E 101-42400-311 Contract FINALED PERMITS JULY 2022 $5,422.88
Invoice 3344
Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $5,422.88

Claim Type
Claim# 15412 *MIDCONTINENT COMMUNICATION*
Cash Payment E 101-42110-321 Telephone TELEPHONE $45.03
Invoice 13332710112815
Cash Payment E 601-49440-321 Telephone TELEPHONE $326.78
Invoice 13334860112815
Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $371.81

Claim Type
Claim# 15437 *MINKLER, KATHY*
Cash Payment E 101-41410-100 Salaries PRIMARY ELECTION 2022 JUDGE HOURS $255.00
Invoice .08092022-4
Transaction Date 8/11/2022 Due 8/11/2022 CASH 10100 **Total** $255.00

Claim Type
Claim# 15436 *MINKLER, MICHAEL*
Cash Payment E 101-41410-100 Salaries PRIMARY ELECTION 2022 JUDGE HOURS $150.00
Invoice .08092022-3
Transaction Date 8/11/2022 Due 8/11/2022 CASH 10100 **Total** $150.00

Claim Type
Claim# 15420 *MINNESOTA FIRE SERVICE CERTI*

Cash Payment E 101-42210-208 Training and Instruction FIRE INSPECTOR I SKILLS - STRASSBURG $120.00
Invoice 9954
Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $120.00

Claim Type
Claim# 15360 *MPH INDUSTRIES, INC.*
Cash Payment E 101-42110-218 Equipment Repair & Maint EQUIPMENT REPAIRS/MAINT $534.09
Invoice 6018307
Transaction Date 8/8/2022 Due 8/8/2022 CASH 10100 **Total** $534.09

Claim Type
Claim# 15435 *NESS, MAUREEN*
Cash Payment E 101-41410-100 Salaries PRIMARY ELECTION 2022 JUDGE HOURS $135.00
Invoice .08092022-2
Transaction Date 8/11/2022 Due 8/11/2022 CASH 10100 **Total** $135.00

Claim Type
Claim# 15419 *NEWMANN, ANGIE*
Cash Payment G 601-22200 Deferred Revenues REFUND ACCT#5350 $89.24
Invoice .08102022-6
Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $89.24

Claim Type
Claim# 15418 *OPP, CYNTHIA & BRIAN*
Cash Payment G 601-22200 Deferred Revenues REFUND ACCT#6505 $99.56
Invoice .08102022-5
Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $99.56

Claim Type
Claim# 15417 *PAUL VADNAIS PLUMBING*
Cash Payment R 101-32212 Plumbing REFUND PARTIAL PERMIT 2022-00457 $45.00
Invoice .08022022
Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $45.00

Claim Type
Claim# 15416 *PEARSON, GILBERT*
Cash Payment G 601-22200 Deferred Revenues REFUND ACCT#6187 $62.79
Invoice .08102022-5
Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $62.79

Claim Type
Claim# 15434 *PETERSON, MARK E.*
Cash Payment E 101-41410-100 Salaries PRIMARY ELECTION 2022 JUDGE HOURS $255.00
Invoice .08092022-1
Transaction Date 8/11/2022 Due 8/11/2022 CASH 10100 **Total** $255.00

Claim Type
Claim# 15358 *PHILLIPS WINE & SPIRITS CO.*
Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT $3.50
Invoice 6441000
Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT $31.50
Invoice 6440999
Cash Payment E 609-49751-255 N/A Products N/A $160.00
Invoice 6441000
Cash Payment E 609-49751-253 Wine For Resale WINE $721.00
Invoice 6440999

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*Claim Register©

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Transaction Date 8/8/2022 Due 8/8/2022 CASH 10100 **Total** $916.00

Claim Type

Claim# 15427 *PINE TECHNICAL & COMM. COLLE*

Cash Payment E 101-42210-208 Training and Instruction EMERGENCY VEHICLE OPEARTIONS CLASS $1,100.00
Invoice 00047169

Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $1,100.00

Claim Type

Claim# 15426 *PROGRESSIVE BUILDERS*

Cash Payment G 803-22000 Deposits REFUND ESCROW - 3575 237TH AVE NW $9,500.00
Invoice .08102022-8

Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $9,500.00

Claim Type

Claim# 15369 *QUILL CORPORATION*

Cash Payment E 101-41400-200 Office Supplies OFFICE SUPPLIES $20.88
Invoice 26550972

Cash Payment E 101-41400-200 Office Supplies OFFICE SUPPLIES $79.99
Invoice 26512747

Transaction Date 8/8/2022 Due 8/8/2022 CASH 10100 **Total** $100.87

Claim Type

Claim# 15368 *RED BULL DISTRIBUTION CO INC.*

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC PRODUCT $100.95
Invoice 2003959676

Transaction Date 8/8/2022 Due 8/8/2022 CASH 10100 **Total** $100.95

Claim Type

Claim# 15365 *RMB ENVIRONMENTAL LAB*

Cash Payment E 602-49490-313 Sample Testing DATA MANAGEMENT FEE $119.79
Invoice B006447

Cash Payment E 602-49490-313 Sample Testing ALL WEEKS COOLER 2 $126.32
Invoice B006357

Cash Payment E 602-49490-313 Sample Testing WEEKS 2-4, COOLER 1 $152.46
Invoice B006341

Transaction Date 8/8/2022 Due 8/8/2022 CASH 10100 **Total** $398.57

Claim Type

Claim# 15347 *ROSEVILLE, CITY OF*

Cash Payment E 101-41110-310 Computer Consulting Fee IT SERVICES $442.38
Invoice 0231141

Cash Payment E 101-41400-310 Computer Consulting Fee IT SERVICES $1,548.32
Invoice 0231141

Cash Payment E 101-42110-310 Computer Consulting Fee IT SERVICES $5,419.14
Invoice 0231141

Cash Payment E 101-42210-310 Computer Consulting Fee IT SERVICES $995.35
Invoice 0231141

Cash Payment E 101-43100-310 Computer Consulting Fee IT SERVICES $442.38
Invoice 0231141

Cash Payment E 101-45200-310 Computer Consulting Fee IT SERVICES $442.38
Invoice 0231141

Cash Payment E 601-49440-310 Computer Consulting Fee IT SERVICES $442.38
Invoice 0231141

Cash Payment E 602-49490-310 Computer Consulting Fee IT SERVICES $442.38
Invoice 0231141

*Claim Register©

AP 08-15-2022

August 2022

Cash Payment E 609-49750-310 Computer Consulting Fee IT SERVICES $221.19
Invoice 0231141
Cash Payment E 101-42400-310 Computer Consulting Fee IT SERVICES $442.38
Invoice 0231141
Cash Payment E 101-41910-310 Computer Consulting Fee IT SERVICES $221.18
Invoice 0231141
Transaction Date 8/8/2022 Due 8/8/2022 CASH 10100 **Total** $11,059.46

Claim Type
Claim# 15425 *ROYAL SUPPLY*
Cash Payment E 101-41940-210 Operating Supplies OPERATING SUPPLIES $29.60
Invoice 3801
Cash Payment E 101-42110-217 Other Operating Supplies OPERATING SUPPLIES $14.80
Invoice 3801
Cash Payment E 101-43100-217 Other Operating Supplies OPERATING SUPPLIES $7.40
Invoice 3801
Cash Payment E 101-45200-217 Other Operating Supplies OPERATING SUPPLIES $7.40
Invoice 3801
Cash Payment E 601-49440-217 Other Operating Supplies OPERATING SUPPLIES $7.40
Invoice 3801
Cash Payment E 602-49490-217 Other Operating Supplies OPERATING SUPPLIES $7.40
Invoice 3801
Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $74.00

Claim Type
Claim# 15452 *RUNNING, JESSICA*
Cash Payment E 101-41410-100 Salaries PRIMARY ELECTION 2022 JUDGE HOURS $210.00
Invoice .08092022-16
Transaction Date 8/11/2022 Due 8/11/2022 CASH 10100 **Total** $210.00

Claim Type
Claim# 15424 *RUSSETT, JEROME*
Cash Payment G 601-22200 Deferred Revenues REFUND ACCT#1146 $77.35
Invoice .08102022-7
Cash Payment R 603-37400 Storm Water Fees STORMWATER FEE - 2022 -$60.00
Invoice .08102022-7
Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $17.35

Claim Type
Claim# 15374 *SOUTHERN GLAZERS OF MN*
Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT $3.84
Invoice 2242531
Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT $20.48
Invoice 2242530
Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT $7.68
Invoice 5086907
Cash Payment E 609-49751-251 Liquor For Resale LIQUOR $1,945.95
Invoice 2242530
Cash Payment E 609-49751-253 Wine For Resale WINE $252.00
Invoice 5086907
Cash Payment E 609-49751-253 Wine For Resale WINE $151.92
Invoice 2242531
Transaction Date 8/8/2022 Due 8/8/2022 CASH 10100 **Total** $2,381.87

CITY OF ST FRANCIS

*Claim Register©

AP 08-15-2022

August 2022

Claim Type

Claim# 15381 *ST. FRANCIS AMBASSADOR PRO* Ck# 080777 8/2/2022

Cash Payment E 101-45230-311 Contract CITY AGREEMENT-2022 PAYMENT $1,400.00

Invoice

Transaction Date 8/2/2022 Due 8/9/2022 CASH 10100 **Total** $1,400.00

Claim Type

Claim# 15451 *STADEL, KATHLEEN*

Cash Payment E 101-41410-100 Salaries PRIMARY ELECTION 2022 JUDGE HOURS $255.00

Invoice .08092022-16

Transaction Date 8/11/2022 Due 8/11/2022 CASH 10100 **Total** $255.00

Claim Type

Claim# 15450 *STEINKE, RAY*

Cash Payment E 101-41410-100 Salaries PRIMARY ELECTION 2022 JUDGE HOURS $135.00

Invoice .08092022-15

Transaction Date 8/11/2022 Due 8/11/2022 CASH 10100 **Total** $135.00

Claim Type

Claim# 15423 *STREETAR CONSULTING, LLC*

Cash Payment E 101-41910-318 Economic Development ECONOMIC DEVELOPMENT $1,676.36

Invoice 2022-3-1-2

Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $1,676.36

Claim Type

Claim# 15422 *STREHLER, ROBIN*

Cash Payment G 601-22200 Deferred Revenues REFUND ACCT#1953 $155.90

Invoice .08102022-6

Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $155.90

Claim Type

Claim# 15336 *SUN MECHANICAL INC*

Cash Payment E 601-49440-233 Water Treatment Plant Mai WATER TREATMENT PLANT MAINT $3,234.88

Invoice 5615

Transaction Date 8/4/2022 Due 8/4/2022 CASH 10100 **Total** $3,234.88

Claim Type

Claim# 15449 *THOMPSON, CAROLYN*

Cash Payment E 101-41410-100 Salaries PRIMARY ELECTIONS 2022 JUDGE HOURS $105.00

Invoice .08092022-14

Transaction Date 8/11/2022 Due 8/11/2022 CASH 10100 **Total** $105.00

Claim Type

Claim# 15372 *TIMESAVER OFF SITE SEC. INC*

Cash Payment E 101-41400-311 Contract CITY COUNCIL-PLANNIN COMMISSION MINUTES $500.00

Invoice M27514

Transaction Date 8/8/2022 Due 8/8/2022 CASH 10100 **Total** $500.00

Claim Type

Claim# 15421 *UTILITY SERVICE CO., INC.*

Cash Payment E 601-49440-234 Water Tower Maintenance QUARTERLY TOWER $10,468.32

Invoice 563878

Transaction Date 8/10/2022 Due 8/10/2022 CASH 10100 **Total** $10,468.32

Claim Type

Claim# 15371 *VINOCOPIA, INC.*

CITY OF ST FRANCIS

*Claim Register©

AP 08-15-2022

August 2022

Cash Payment E 609-49751-253 Wine For Resale WINE $336.00
Invoice 0310042
Transaction Date 8/8/2022 Due 8/8/2022 CASH 10100 **Total** $336.00

Claim Type
Claim# 15448 *WATKINS, DAVID*
Cash Payment E 101-41410-100 Salaries PRIMARY ELECTION 2022 JUDGE HOURS $232.50
Invoice .08092022-13
Cash Payment E 101-41410-100 Salaries PRIMARY ELECTION 2022 JUDGE HOURS $62.00
Invoice .08092022-13
Transaction Date 8/11/2022 Due 8/11/2022 CASH 10100 **Total** $294.50

Claim Type
Claim# 15447 *WATKINS, SARA*
Cash Payment E 101-41410-100 Salaries PRIMARY ELECTION 2022 JUDGE HOURS $78.75
Invoice .08092022-13
Transaction Date 8/11/2022 Due 8/11/2022 CASH 10100 **Total** $78.75

Claim Type
Claim# 15446 *WILLIAMS, RICHARD*
Cash Payment E 101-41410-100 Salaries PRIMARY ELECTION 2022 JUDGE HOURS $255.00
Invoice .08092022-12
Transaction Date 8/11/2022 Due 8/11/2022 CASH 10100 **Total** $255.00

Claim Type
Claim# 15445 *WILLIAMS, SHIRLEY*
Cash Payment E 101-41410-100 Salaries PRIMARY ELECTION 2022 JUDGE HOURS $255.00
Invoice .08092022-11
Transaction Date 8/11/2022 Due 8/11/2022 CASH 10100 **Total** $255.00

Claim Type
Claim# 15382 *WOODHOUSE* Ck# 080778 8/4/2022
Cash Payment E 402-43100-550 Vehicles 2022 CHEVY SILVERADO 3500 HD-P $64,625.00
Invoice
Transaction Date 8/4/2022 Due 8/9/2022 CASH 10100 **Total** $64,625.00

Pre-Written Checks	$66,025.00
Checks to be Generated by the Compute	$109,712.92
Total	$175,737.92

Agenda Item # 8A.

City of St. Francis

CITY COUNCIL AGENDA REPORT

TO: Mayor and Council

FROM: Kate Thunstrom, City Administrator

SUBJECT: Ordinance 299 Addition– Chapter 8 – Section 14 Safety Restrictions on Public Access to Waters or Wetlands, Second Reading

DATE: 08-15-2022

OVERVIEW:

Staff has been meeting with Northrop Grumman in regards to safety issues related to water rights and private property. Currently if there is access to water from a public right of way, the public can access those waters. In most cases that is not an issue of concern. However, there are points along the property boundaries of Northrop Grumman in which this creates a public safety issue. There are issues with people access through the water, putting themselves in danger zones. In addition, these people are hunting and shooting guns into danger zones. If a large incident was to occur on that site it would have a city impact with our first responding teams and the dangers to their employees is high.

To prevent this, there is a State Statute that allows the City to pass an ordinance to place restrictions on access to wetlands.

State Statute 103G.235 Restriction on Access to Wetlands, Subdivision 1. Wetlands adjacent to roads. *To protect the public health or safety, local units of government may by ordinance restrict public access to public water wetlands from municipality, county or township roads that abut public waters wetlands.*

With this Northrop Grumman is requesting the City pass the ordinance to support the safety of everyone in this area.

ITEMS TO BE DISCUSSED:

Staff requests that council review and approve the addition to City code for safety restriction on public access to waters or wetlands

TIMELINE:

1st Reading:	August 1, 2022
2nd Reading:	August 15, 2022
30-day public Comment:	August 19- September 14, 2022
Effective:	September 15, 2022

ATTACHMENTS:

- Letter from Northrop Grumman (The Proving Grounds) requesting Ordinance amendment
- Ordinance 299 Chapter 8 – Section 14 Safety Restricts on Public Access to Waters or Wetlands

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

ORDINANCE 299, SECOND SERIES

AN ORDINANCE CHAPTER 8, ADDING SECTION 14 "SAFETY RESTRICTIONS ON PUBLIC ACCESS TO WATERS OR WETLANDS

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Addition. That Chapter 8, Section 14 shall hereby read as follows:

"Exhibit A".

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 15th DAY OF AUGUST, 2022.

APPROVED:

____
Steven D. Feldman
Mayor of St. Francis

ATTEST:

____
Jennifer Wida
City Clerk

EXHIBIT A

SECTION 14 SAFETY RESTRICTIONS ON PUBLIC ACCESS TO WATERS OR WETLANDS

8-14-1 Purpose. The purpose of this ordinance is to protect the general health, safety, and welfare of city residents by restricting public access to certain public waters wetlands located in St. Francis.

8-14-2 Scope. Under Minnesota Statute § 103G.235, subd. 1, a local unit of government, such as a city council, may issue an ordinance for the protection of public health or safety restricting public access to public waters and/or wetlands that abut a municipal, county, or township road.

8-14-03 For public health and safety reasons, there is a need to issue such a restriction on public access to public waters and/or wetlands in St. Francis abutting the following roads:

(a) along the St. Francis side of Jarvis St NW/96th St NW, ¾ of a mile north of 223rd Ave NW and south of 245th Ave NW,

(b) along the St. Francis side of 245th Ave NW/Hazel Bush Trail ¾ mile southeast of 249th Ave NW and west of Nacre St. NW/County Road 28,

(c) along Hill and Dale Dr NW/County Road 70/Sugarbush Rd NW west of Nacre St. NW/County Road 28 and north of 229th Ave NW, and

(d) along Sugarbush Road NW north of 229th Ave NW.

Public waters and/or wetlands abutting the above roads will be called, for purposes herein, the “Restricted Wetlands.”

8-14-04 Prohibited Activity. To protect the public health and safety, public access to the Restricted Wetlands is prohibited. Accessing any such public waters or wetlands in or abutting the Restricted Wetlands from a public road or public land is unlawful.

8-14-05 Enforcement. This ordinance is enforceable by the DNR and/or the City of St. Francis.

8-14-06 Violation/Penalty. Every person convicted of a violation of any provision of this Ordinance shall be guilty of a misdemeanor.

Agenda Item # 9A.

CITY COUNCIL AGENDA REPORT

TO: Mayor and Council

FROM: Kate Thunstrom, Interim City Administrator

SUBJECT: Work Session Request

DATE: 08-15-2022

OVERVIEW:

Staff is requesting setting the dates for two future work sessions

1. **Proposed date for August 29th,** to discuss the future City Hall Fire Station, Staffing and Fencing.

2. **Proposed date of September 26th, for MnDOT specific meeting,** to review new concepts and obtain feedback

Requested at 5:30, at the Police Public Works Building

St. Francis BOTTLE SHOP

2022 Quarterly Report (Unaudited)

Submitted by:

John Schmidt

Liquor Store Manager

To: Mayor & City Council

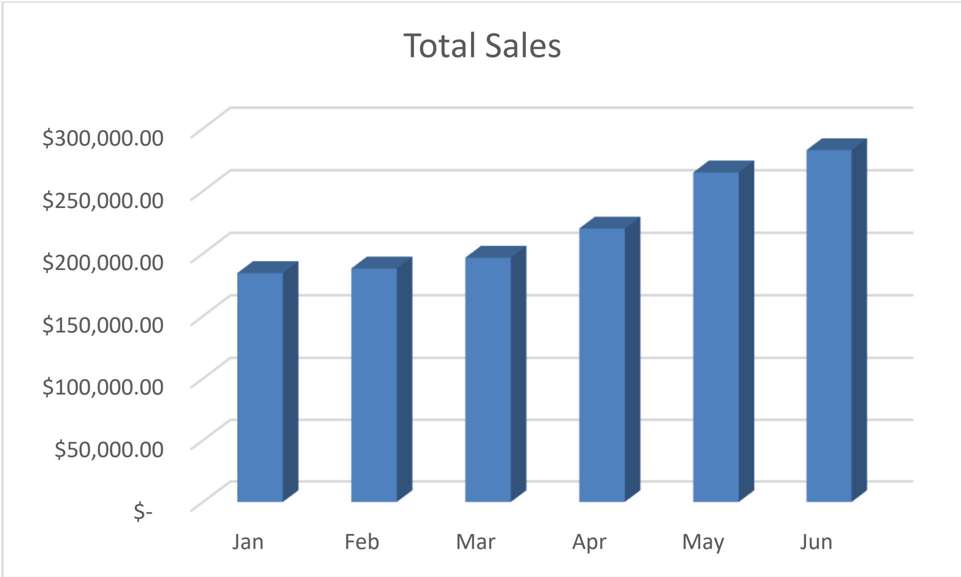
From: John Schmidt, Liquor Store Manager

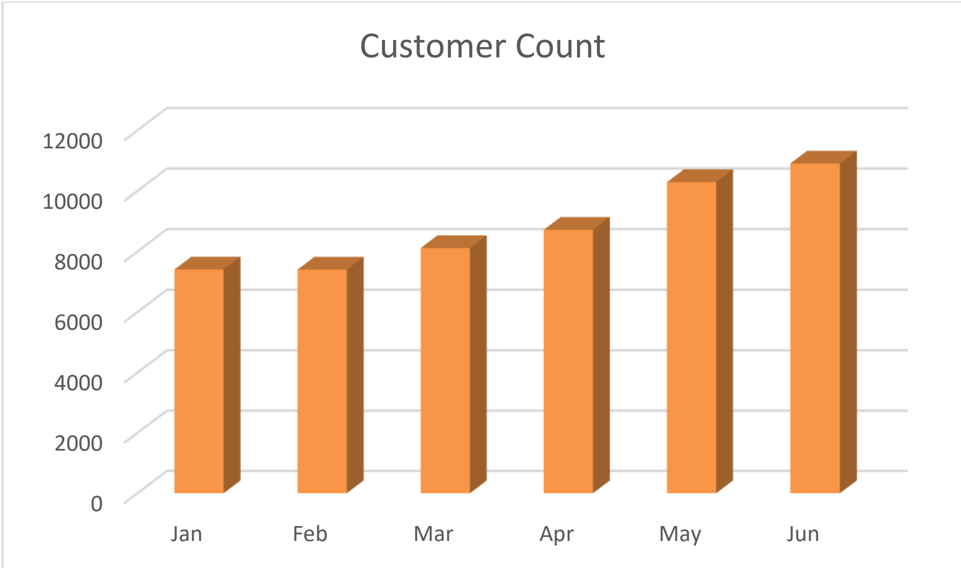
RE: 2022 1st & 2nd Quarterly Report

Date: 8/15/2022

Today I will be giving you the first two quarters sales information. You will notice that I only included 2022 sales numbers. The reason for that is I am establishing a base line for the expansion/remodel of the store. Last year was an off year with construction and 2020 was an anomaly with COVID.

2022 1st & 2nd Quarter Sales and Customer Count

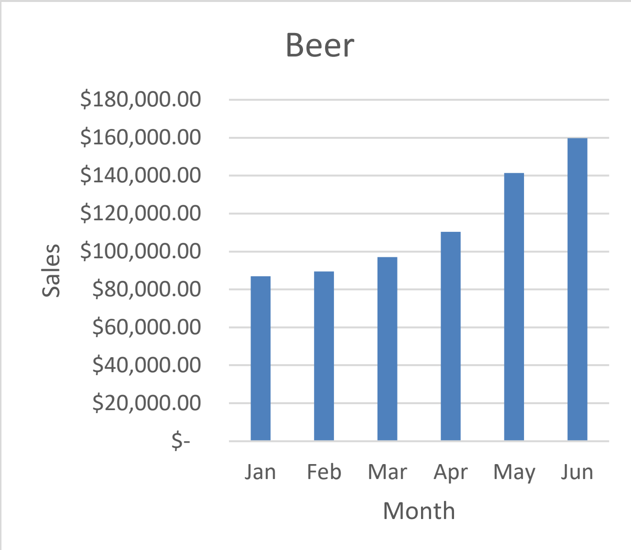


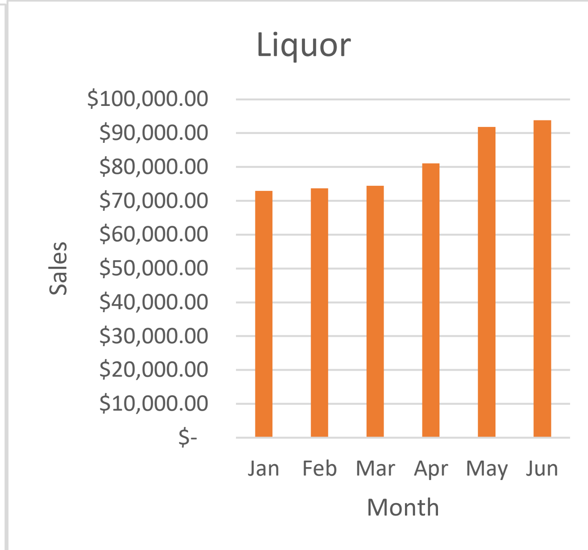


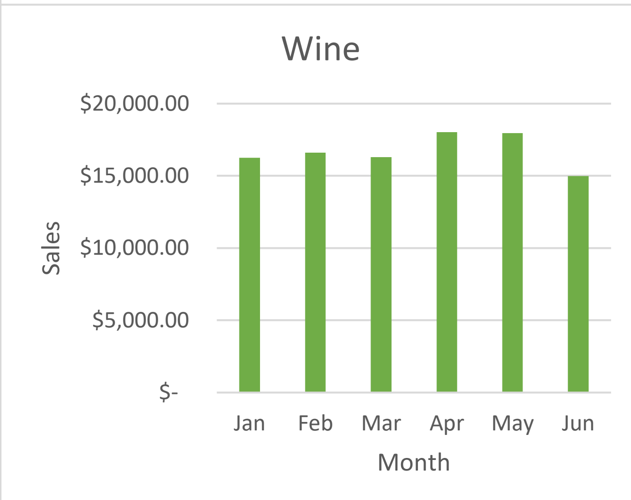
Manager Comments

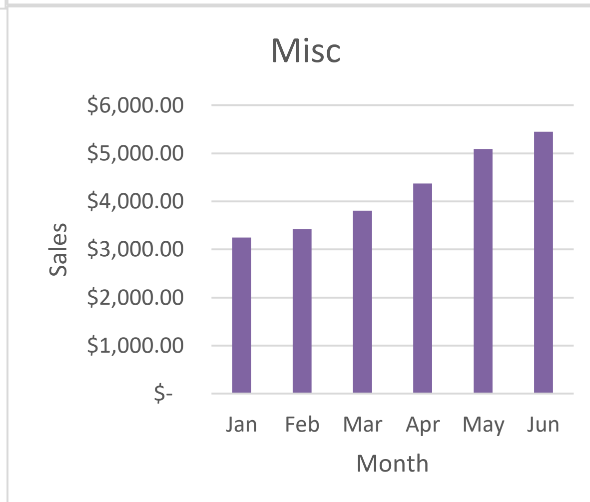
Every month we have seen an increase in both sales and customer count, which is not uncommon. What is nice to see is that we are seeing increases in both, a step in the right direction.

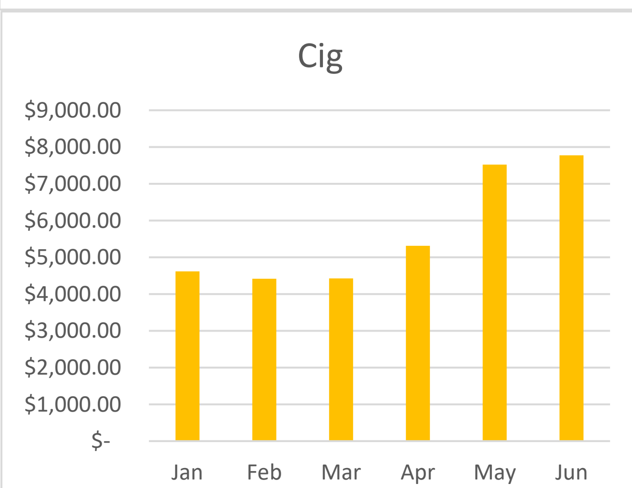
Sales by Product Type in 2022

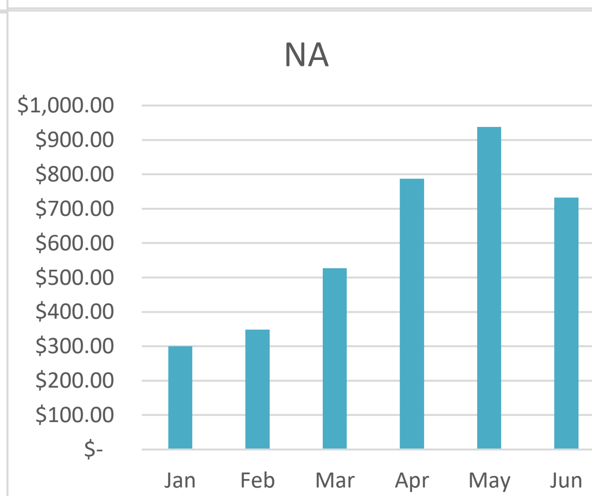




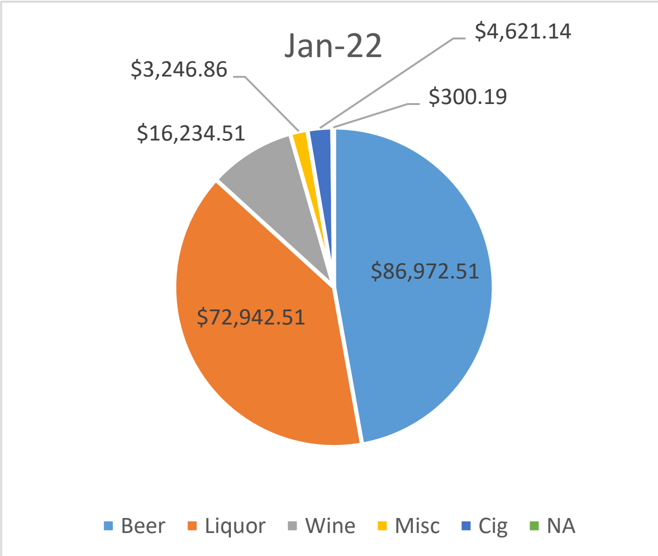


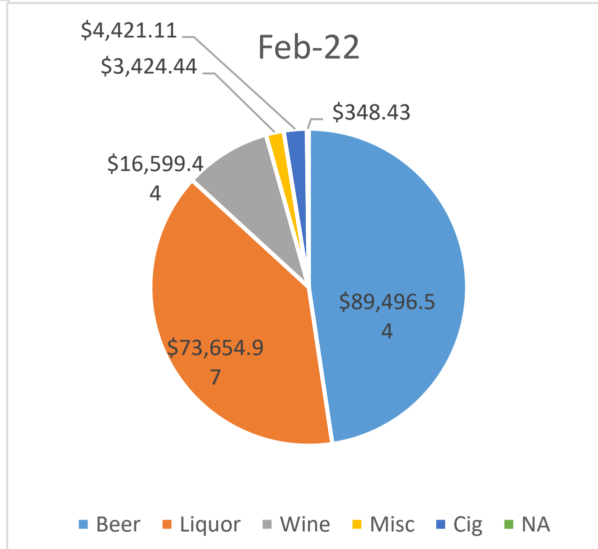


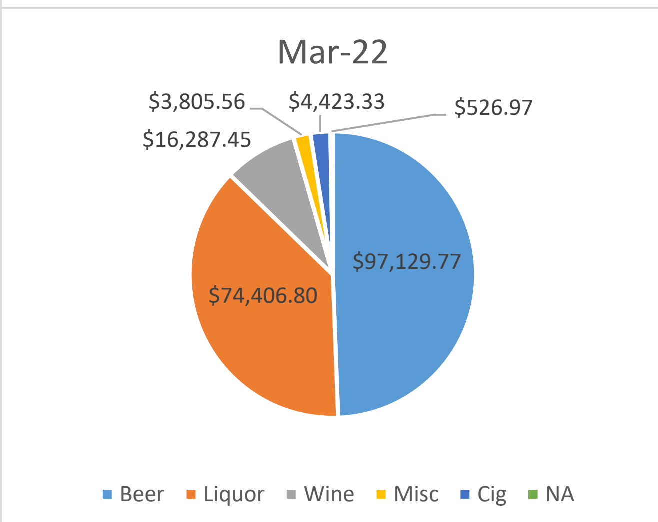


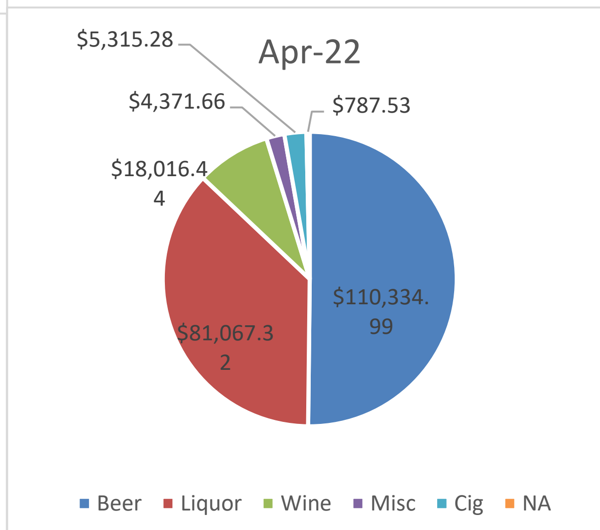


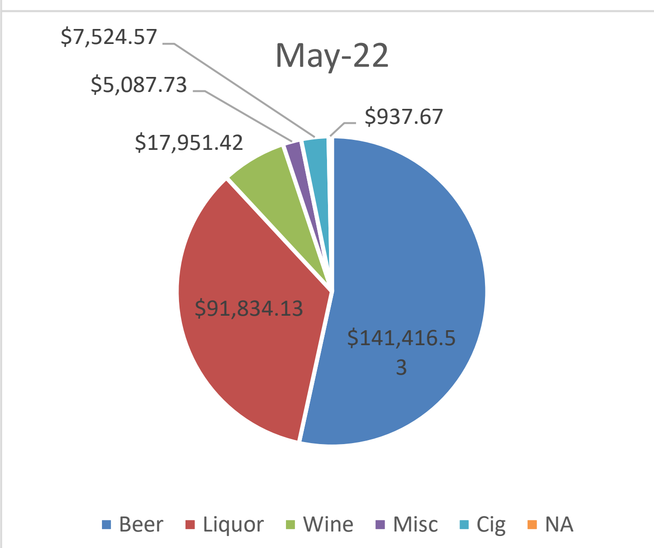
Sales by Product Type Monthly– Pie Chart

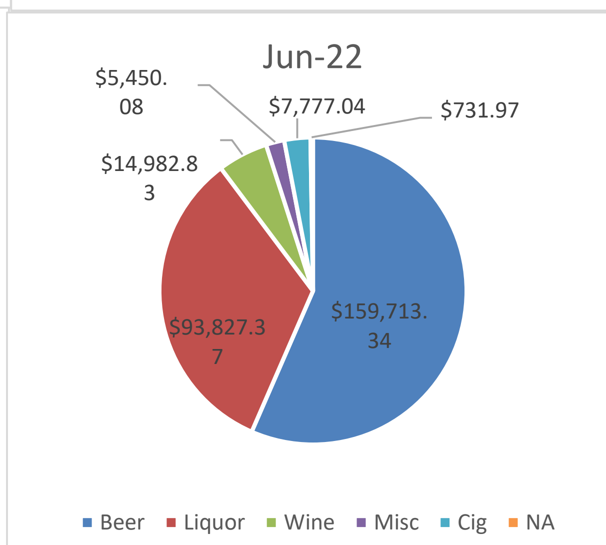












1st Quarter	**2nd Quarter**
Beer - $273598.82/48%	$411464.86/54%
Liq - $221004.28/39%	$266728.82/35%
Wine - $49121.40/9%	$50950.69/7%
Misc - $10476.86/2%	$14909.47/2%
Cig - $13465.58/2%	$20616.89/2%
NA - $1175.59/>1%	$2457.17/>1%
Total - $5668942.53	$767301.90

Manager Comments:

As you can see beer has continues to lead our sales in both quarters by quite a bit. It's nice to see that liquor in the first quarter was "competitive" with beer. But like always the warmer the weather the higher the beer sales.

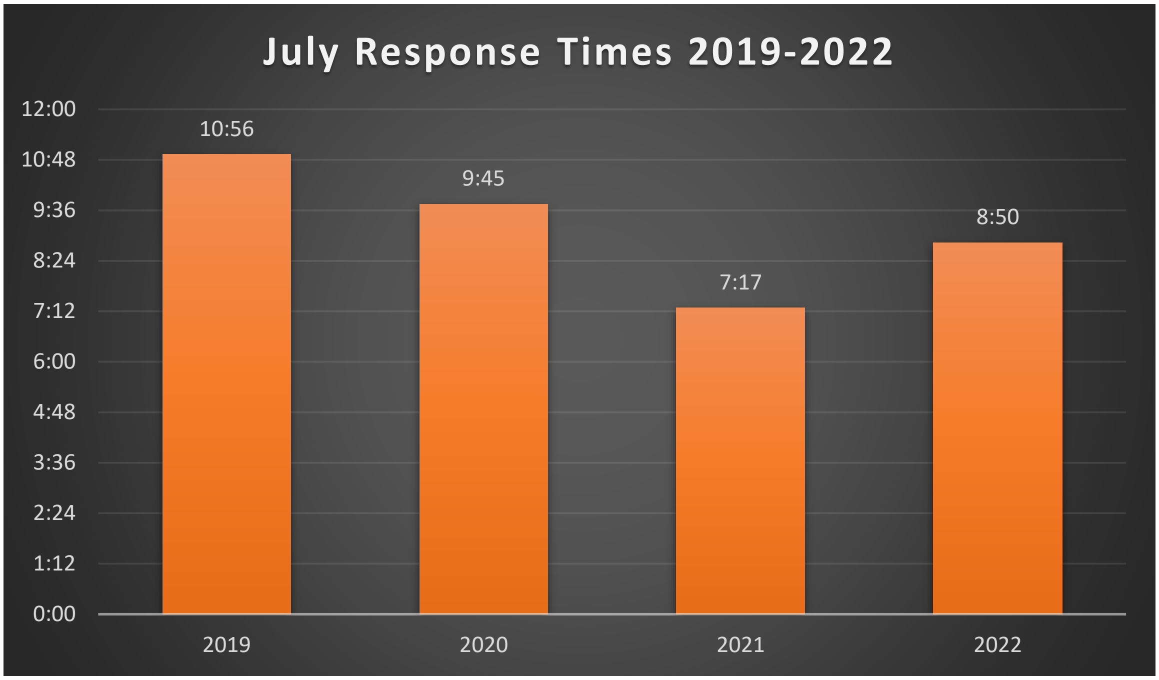
Agenda Item # 11B.

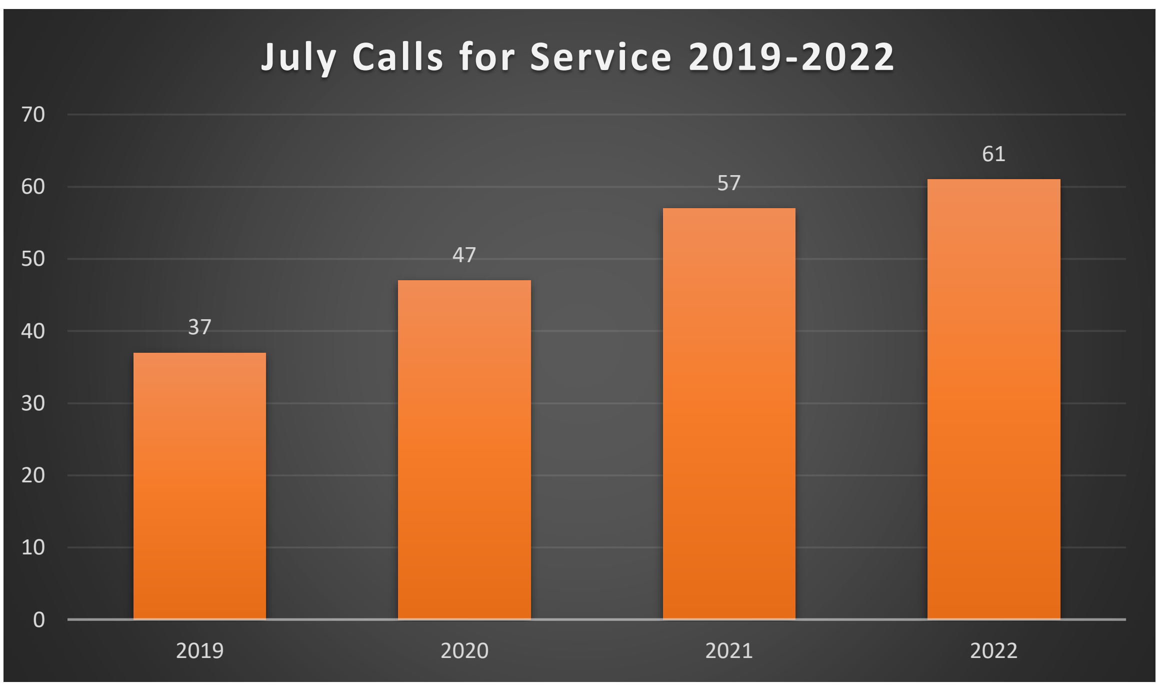
MONTHLY COMPARISON REPORT 2019-2022

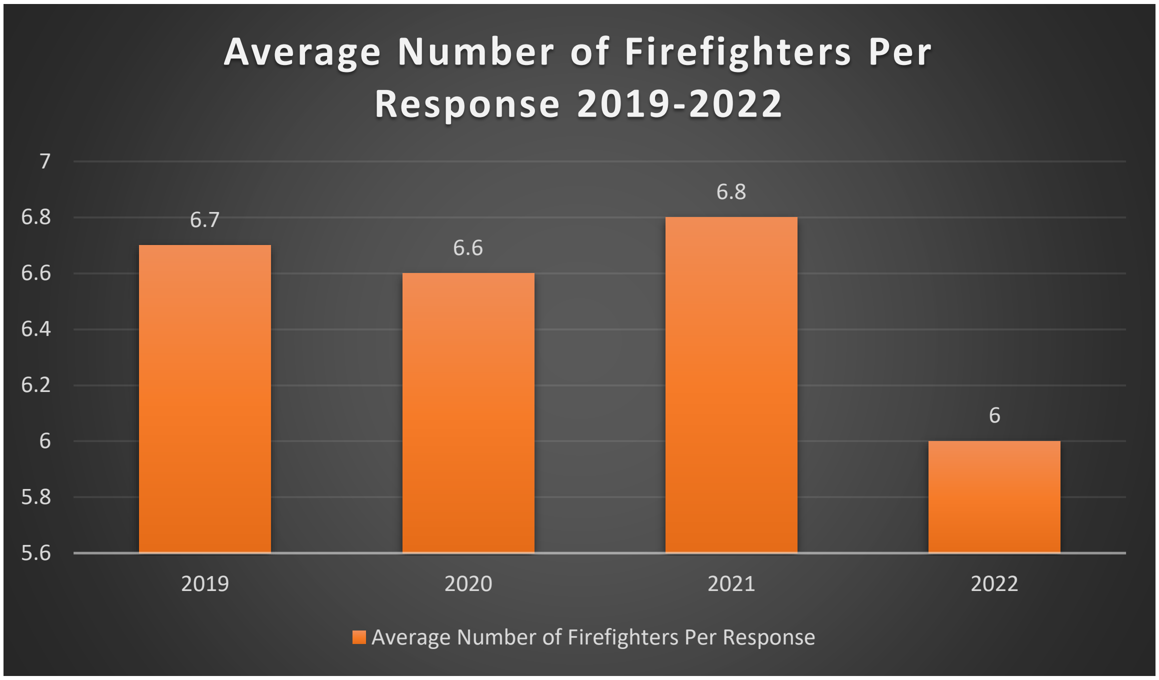
July

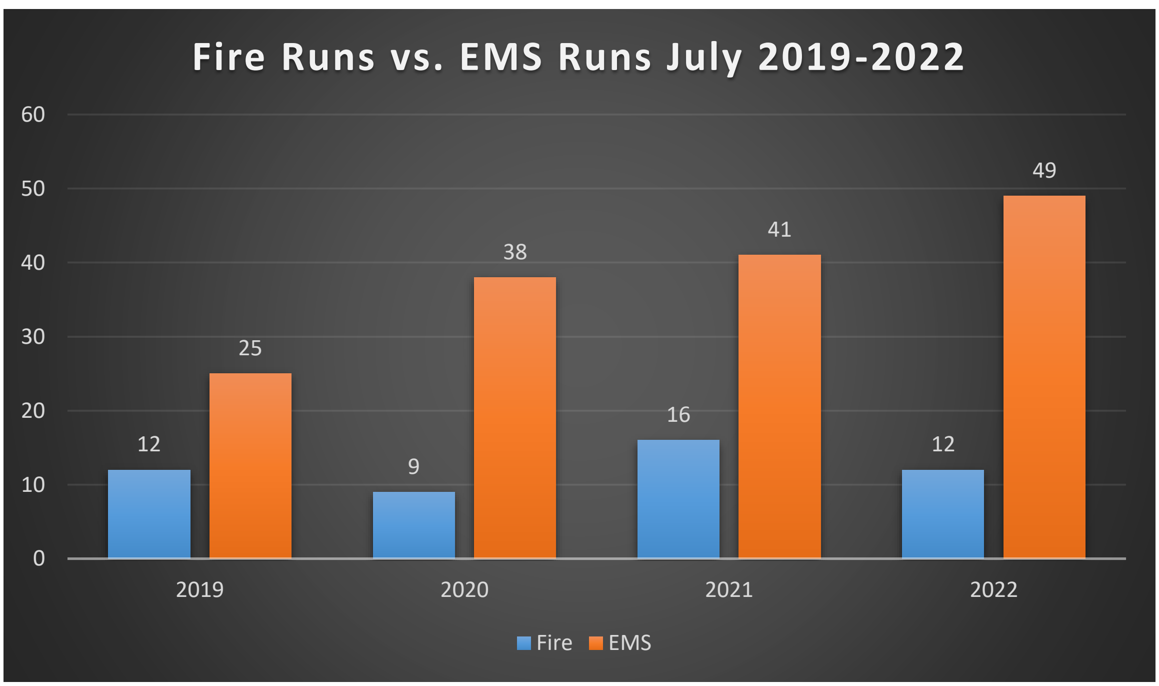
ST. FRANCIS

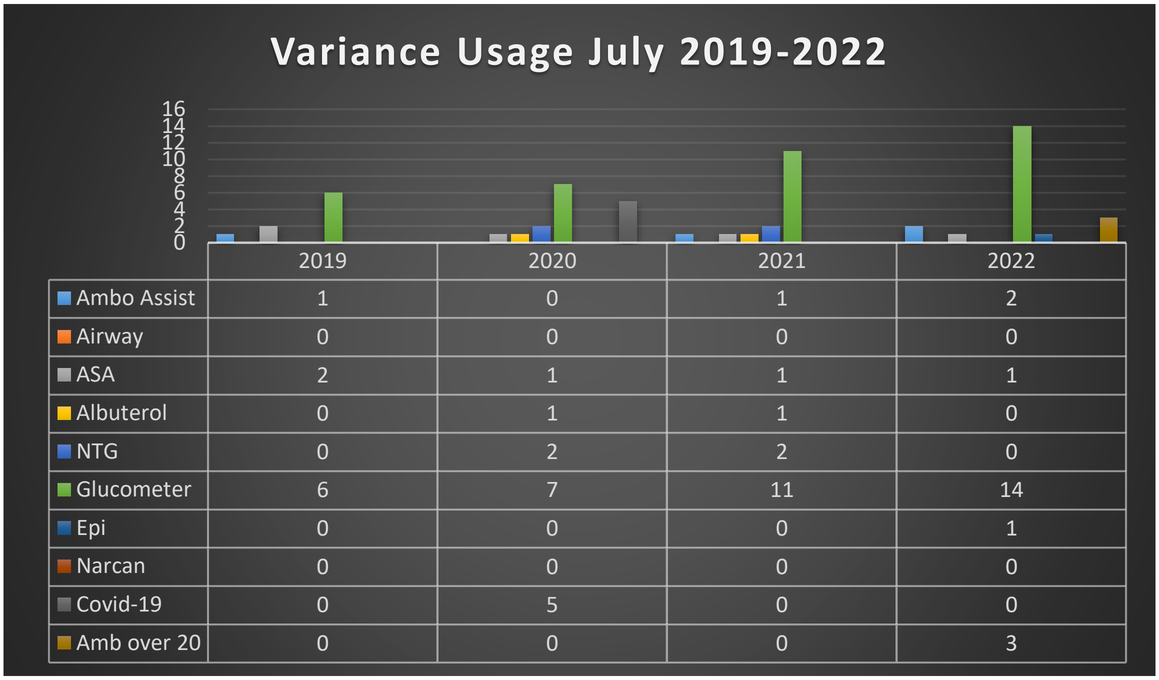
FIRE & RESCUE


July Response Times 2019-2022
12:00
10:48
9:36
8:24
7:12
6:00
4:48
3:36
2:24
1:12
0:00
10:56
9:45
7:17
8:50
2019
2020
2021
2022


July Calls for Service 2019-2022
70
60
50
40
30
20
10
0
37
47
57
61
2019
2020
2021
2022


Average Number of Firefighters Per Response 2019-2022
7
6.8
6.6
6.4
6.2
6
5.8
5.6
6.7
6.6
6.8
6
2019
2020
2021
2022
Average Number of Firefighters Per Response


Fire Runs vs. EMS Runs July 2019-2022
60
50
40
30
20
10
0
12
25
9
38
16
41
12
49
2019
2020
2021
2022
Fire
EMS



	2019	2020	2021	2022
Ambo Assist	1	0	1	2
Airway	0	0	0	0
ASA	2	1	1	1
Albuterol	0	1	1	0
NTG	0	2	2	0
Glucometer	6	7	11	14
Epi	0	0	0	1
Narcan	0	0	0	0
Covid-19	0	5	0	0
Amb over 20	0	0	0	3